

JOHNSON WATER IMPROVEMENT DISTRICT

CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

JOHNSON WATER IMPROVEMENT DISTRICT is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of **JOHNSON WATER IMPROVEMENT DISTRICT** as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between **JOHNSON WATER IMPROVEMENT DISTRICT** and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of **JOHNSON WATER IMPROVEMENT DISTRICT** honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of **JOHNSON WATER IMPROVEMENT DISTRICT**. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with **JOHNSON WATER IMPROVEMENT DISTRICT** or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to Chairman and Board of Trustees, but to all employees who can influence the actions of **JOHNSON WATER IMPROVEMENT DISTRICT**. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning **JOHNSON WATER IMPROVEMENT DISTRICT**.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of Chairman, Board of Trustees, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Persons and firms from whom **JOHNSON WATER IMPROVEMENT DISTRICT** leases property and equipment.
3. Persons and firms with whom **JOHNSON WATER IMPROVEMENT DISTRICT** is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting **JOHNSON WATER IMPROVEMENT DISTRICT**.
6. Agencies, organizations and associations which affect the operations of **JOHNSON WATER IMPROVEMENT DISTRICT**.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
3. Receiving remuneration for services with respect to individual transactions involving **JOHNSON WATER IMPROVEMENT DISTRICT**.
4. Using **JOHNSON WATER IMPROVEMENT DISTRICT** time, personnel, equipment, supplies, or good will for other than **JOHNSON WATER IMPROVEMENT DISTRICT** -approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with **JOHNSON WATER IMPROVEMENT DISTRICT**. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It

is assumed that the Chairman, Board of Trustees, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of **JOHNSON WATER IMPROVEMENT DISTRICT**.

However, it is the policy of the Board of Trustees that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Chairman, Board of Trustees, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Board has determined that the transaction is in the best interest of the organization. Disclosure in the organization should be made to the Chairman, who shall bring the matter to the attention of the Board of Trustees. Disclosure involving Board of Trustees should be made to the Chairman, (or if she or he is the one with the conflict, then to the vice-chair) who shall bring these matters to the Board of Trustees.

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JOHNSON WATER IMPROVEMENT DISTRICT GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, **JOHNSON WATER IMPROVEMENT DISTRICT** requires that Board of Trustees and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with **JOHNSON WATER IMPROVEMENT DISTRICT** or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as Chairman, Board of Trustees, or employee of **JOHNSON WATER IMPROVEMENT DISTRICT**.

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to **JOHNSON WATER IMPROVEMENT DISTRICT** is not a "contract" or "transaction."

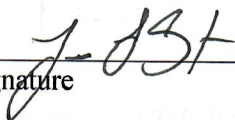
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1. Does or seeks to do business with **JOHNSON WATER IMPROVEMENT DISTRICT** or,
2. Does or seeks to compete with **JOHNSON WATER IMPROVEMENT DISTRICT** or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with **JOHNSON WATER IMPROVEMENT DISTRICT**.

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

Signature



Date

3-13-23

JOHNSON WATER IMPROVEMENT DISTRICT

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JOHNSON WATER IMPROVEMENT DISTRICT GIFT POLICY AND DISCLOSURE FORM

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Signature

3-6-23
Date

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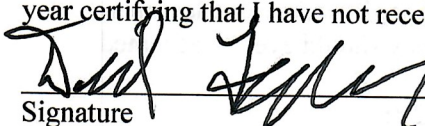
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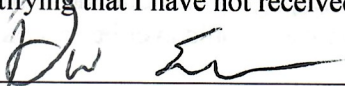
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CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

JOHNSON WATER IMPROVEMENT DISTRICT is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of **JOHNSON WATER IMPROVEMENT DISTRICT** as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between **JOHNSON WATER IMPROVEMENT DISTRICT** and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of **JOHNSON WATER IMPROVEMENT DISTRICT** honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of **JOHNSON WATER IMPROVEMENT DISTRICT**. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with **JOHNSON WATER IMPROVEMENT DISTRICT** or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to Chairman and Board of Trustees, but to all employees who can influence the actions of **JOHNSON WATER IMPROVEMENT DISTRICT**. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning **JOHNSON WATER IMPROVEMENT DISTRICT**.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of Chairman, Board of Trustees, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Persons and firms from whom **JOHNSON WATER IMPROVEMENT DISTRICT** leases property and equipment.
3. Persons and firms with whom **JOHNSON WATER IMPROVEMENT DISTRICT** is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting **JOHNSON WATER IMPROVEMENT DISTRICT**.
6. Agencies, organizations and associations which affect the operations of **JOHNSON WATER IMPROVEMENT DISTRICT**.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
3. Receiving remuneration for services with respect to individual transactions involving **JOHNSON WATER IMPROVEMENT DISTRICT**.
4. Using **JOHNSON WATER IMPROVEMENT DISTRICT** time, personnel, equipment, supplies, or good will for other than **JOHNSON WATER IMPROVEMENT DISTRICT** -approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with **JOHNSON WATER IMPROVEMENT DISTRICT**. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It

is assumed that the Chairman, Board of Trustees, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of **JOHNSON WATER IMPROVEMENT DISTRICT**.

However, it is the policy of the Board of Trustees that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Chairman, Board of Trustees, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

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3. A competitive bid or comparable valuation exists; and
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JOHNSON WATER IMPROVEMENT DISTRICT GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, **JOHNSON WATER IMPROVEMENT DISTRICT** requires that Board of Trustees and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with **JOHNSON WATER IMPROVEMENT DISTRICT** or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as Chairman, Board of Trustees, or employee of **JOHNSON WATER IMPROVEMENT DISTRICT**.

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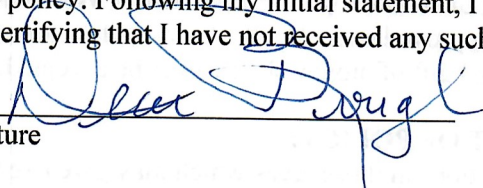
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GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

Signature



Date

3-9-23

JOHNSON WATER IMPROVEMENT DISTRICT

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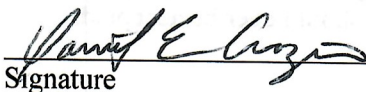
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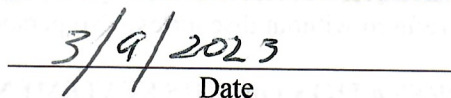
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Signature


Date

JOHNSON WATER IMPROVEMENT DISTRICT

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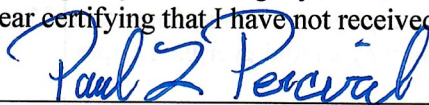
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Date

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JOHNSON WATER IMPROVEMENT DISTRICT

CONFLICT OF INTEREST POLICY

SECTION 1. PURPOSE:

JOHNSON WATER IMPROVEMENT DISTRICT is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of **JOHNSON WATER IMPROVEMENT DISTRICT** as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between **JOHNSON WATER IMPROVEMENT DISTRICT** and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of **JOHNSON WATER IMPROVEMENT DISTRICT** honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of **JOHNSON WATER IMPROVEMENT DISTRICT**. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with **JOHNSON WATER IMPROVEMENT DISTRICT** or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

SECTION 2. PERSONS CONCERNED:

This statement is directed not only to Chairman and Board of Trustees, but to all employees who can influence the actions of **JOHNSON WATER IMPROVEMENT DISTRICT**. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning **JOHNSON WATER IMPROVEMENT DISTRICT**.

SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of Chairman, Board of Trustees, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Persons and firms from whom **JOHNSON WATER IMPROVEMENT DISTRICT** leases property and equipment.
3. Persons and firms with whom **JOHNSON WATER IMPROVEMENT DISTRICT** is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting **JOHNSON WATER IMPROVEMENT DISTRICT**.
6. Agencies, organizations and associations which affect the operations of **JOHNSON WATER IMPROVEMENT DISTRICT**.
7. Family members, friends, and other employees.

SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with **JOHNSON WATER IMPROVEMENT DISTRICT**.
3. Receiving remuneration for services with respect to individual transactions involving **JOHNSON WATER IMPROVEMENT DISTRICT**.
4. Using **JOHNSON WATER IMPROVEMENT DISTRICT** time, personnel, equipment, supplies, or good will for other than **JOHNSON WATER IMPROVEMENT DISTRICT** -approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with **JOHNSON WATER IMPROVEMENT DISTRICT**. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It

is assumed that the Chairman, Board of Trustees, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of **JOHNSON WATER IMPROVEMENT DISTRICT**.

However, it is the policy of the Board of Trustees that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the Chairman, Board of Trustees, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The Board has determined that the transaction is in the best interest of the organization. Disclosure in the organization should be made to the Chairman, who shall bring the matter to the attention of the Board of Trustees. Disclosure involving Board of Trustees should be made to the Chairman, (or if she or he is the one with the conflict, then to the vice-chair) who shall bring these matters to the Board of Trustees.

The Board of Trustees shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to **JOHNSON WATER IMPROVEMENT DISTRICT**. The decision of the Board of Trustees on these matters will rest in their sole discretion, and their concern must be the welfare of **JOHNSON WATER IMPROVEMENT DISTRICT** and the advancement of its purpose.

JOHNSON WATER IMPROVEMENT DISTRICT GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, **JOHNSON WATER IMPROVEMENT DISTRICT** requires that Board of Trustees and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with **JOHNSON WATER IMPROVEMENT DISTRICT** or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as Chairman, Board of Trustees, or employee of **JOHNSON WATER IMPROVEMENT DISTRICT**.

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

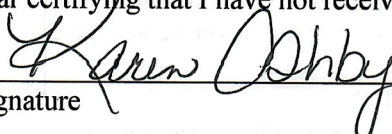
Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to **JOHNSON WATER IMPROVEMENT DISTRICT** is not a "contract" or "transaction."

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than \$50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with **JOHNSON WATER IMPROVEMENT DISTRICT** or,
2. Does or seeks to compete with **JOHNSON WATER IMPROVEMENT DISTRICT** or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with **JOHNSON WATER IMPROVEMENT DISTRICT**.

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.


Signature

3/10/2023
Date