



**MAGNA WATER DISTRICT AGENDA**

**FOR THE**

**REGULAR BOARD MEETING**

**AT 10:00 AM**

**THURSDAY APRIL 20, 2023**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

**APRIL 20, 2023**  
**REGULAR BOARD MEETING AGENDA**  
*MAGNA WATER DISTRICT*

---

MEETING DATE: April 20, 2023, at 10:00 am  
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to Order**
- B. Public, Board and Staff join in the Pledge of Allegiance**

**C. Welcome the Public and Guests**

**D. Public Comment**

Written requests that are received – Please do not take over three minutes due to time restraints for other individuals and the Board.

**E. Inquire of any conflicts of interests that need to be disclosed to the Board**

**F. Approval of common consent items**

- 1. Minutes of the regular board meeting held March 16, 2023
- 2. Expenses for March 6 to April 9, 2023
  - General Expenses: \$715,457.18
  - Zions Bank bond payments: \$83,282.19

**G. Employee Recognition**

- **Spencer Simons**
- **Travis McDonald**
- **Matt Skogerboe**
- **Chett Draper**
- **Dallas Henline**
- **Dyllan Delobel**
- **Ed Tucker**
- **LeIsle Fitzgerald**
- **Virginia Fish**

**H. Department Reports:**

- 1. General Manager Report
- 2. Engineering Report
  - Basement remodel update

3. Water Operations Report (water production and call out report)
  - EDR Trough Maintenance
  - 7600 W Fencing
4. Wastewater Operations Report (status and call out report)
  - System Overview
5. Controller/Clerk Report
  - Compliance Requirements Report
  - Fillable Forms on Website
6. HR Manager Report

**I. Water & Sewer Availability**

Discussion and possible motion to approve the following developments:

- Pendleton Grove Phase 2 located at 3041 S 8400 W
- Fastenal Utah Hub located at 4100 S 8000 W
- Magna 6 Plex located at 2645 S 8900 W
- Moreno Office Building located at 7041 W Gates Avenue

**J. Project Awards & Agreements**

Discussion and possible motion to approve the following project awards and agreements:

- Epic Engineering design and bidding services task order #2023-6 for the Press Building Expansion project in the amount of \$45,600.
- C & L Water Solutions to install two manhole to manhole slip line repairs; (1) Rulon St and Mix Ave – 8”, and (1) 3150 S 8700 W – 8” in the amount of \$56,285.
- AE2S Strategic Funding Services agreement to increase support services by \$30,000.
- Purchase of RST CCTV sewer inspection tractor and camera equipment through Subsite Electronics in the amount of \$58,573.20, to replace current unit purchased in 2013.

Discussion and possible motion to reject the following project awards and agreements:

- Westside Sewer Collection Project 1B bid opening results.

**K. Administrative**

Discussion and possible motion to approve the following administrative items:

- Municipal Wastewater Planning Program Survey
- Proposed modification to vehicle needs for upcoming lease
- Staff Engineer job description and updated organization chart and authorization to proceed with hiring a Staff Engineer
- Exclusive Tenant Representation Agreement with Colliers International

For information and discussion only – no action items:

- Next month's board meeting – May 11, 2023

**L. Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, the purchase, exchange, or lease of real property, including any form of a water right or water shares, and collective bargaining discussions pursuant to Utah Code Ann. §§ 52-4-204 through 205.**

**M. Motion to close the closed meeting and re-open the public board meeting.**

**N. Consider action on any noticed agenda item discussed in closed meeting.**

**O. Other Business**

**P. Adjourn**

# **MEETING MINUTES**

**MINUTES OF THE  
REGULAR MEETING  
OF THE BOARD OF TRUSTEES OF  
MAGNA WATER DISTRICT**

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, March 16, 2023, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

**Call to Order:** Mick Sudbury called the meeting to order at 10:00 a.m.

**Trustees Present:**

Mick Sudbury, Chairman  
Jeff White  
Dan Stewart

**Staff Present:**

Clint Dilley, General Manager  
LeIsle Fitzgerald, District Controller  
Trevor Andra, District Engineer  
Raymond Mondragon, Water Operations Manager  
Dallas Henline, Wastewater Operations Manager  
Andrew Sumsion, HR Manager  
Steve Clark, Water Construction Crew Leadman  
Virginia Fish, Customer Service

**Also Present:**

Nathan Bracken, Smith Hartvigsen PLLC  
Clint Rogers, Stantec Engineering  
Jeff Beckman, Bowen Collins & Associates  
Mark Chandler, CRS Engineering  
Don Olsen, Epic Engineering  
Wayne Fuller, Coordinated Insurance Benefits

**Public, Board, Staff joined in the Pledge of Allegiance.**

**Welcome the Public and Guests:** Chairman welcomed those in attendance.

**Public Comment:** None.

**Chairman asked if any of the staff or board members had a conflict of interest with anything on this agenda.** There were no conflicts of interest.

**Approval of Common Consent Items:**

**Minutes of the regular board meeting held February 9, 2023**

**Expenses for February 2 – March 5, 2023:**

**General Expenses:** \$1,854,240.75

**Zions Bank bond payments:** \$83,282.19

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held February 9, 2023, and to approve the general expenses, and the Zions Bank bond payments from February 2 to March 5, 2023, in the amount of \$1,854,240.75 and \$83,282.19, respectively. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

**Employee Recognition – Steve Clark & Virginia Fish:**

Andrew recognized Steve Clark for completing a course to learn Microsoft Excel, of which was his own undertaking. Raymond added, by doing this, it will help the department in tracking the lead & copper initiative, in daily operations, inventory and many more tasks. For full discussion go to board meeting recording position 2:18 to 4:28.

Andrew recognized Virginia Fish for completing a comprehensive course of all modules in the Microsoft Office Suite, via Education to Go, through Salt Lake Community College. The course was called “Computer Skills for the Workplace. LeIsle added by doing this, it will help the department complete many different tasks, and workload can be more evenly distributed. For full discussion go to board meeting recording position 4:28 to 6:39.

**DEPARTMENT REPORTS**

**General Manager Report:** Clint highlighted a few items from his manager’s report. The full General Manager report can be found on the board meeting recording position 6:41 to 20:27.

OPERATIONS:

Clint reported there has been some progress at the Wastewater Treatment Plant and Rocky Mountain Power reliability. Dallas added and indicated Staff and Stantec were able to get a hold of a representative at Rocky Mtn Power and file an “Other Power” request. Rocky Mtn will now contact Magna Water District to set up a time to meet at the plant and review power upgrading needs or power deficiencies. For full discussion please go to board meeting recording position 6:41 to 11:31.

Clint reported on the Influent Lift Station design. Discussion was held regarding the RV Dump location at the WWTP, the District needs to decide whether to continue to operate the RV Dump or to close it, due to the fact the decision will affect the lift station design. Board recommended to wait until the latest the decision can be made and gather additional usage information of the RV Dump and report back to the Board. For full discussion please go to board meeting recording position 11:31 to 17:52.

Clint reported the Office is continuing to move from paper to electronic document storage for the AP Process. Recently, electronic requisition and purchase order creation and approval process has been implemented. For full discussion please go to the board meeting recording position 17:52 to 20:26.

**Engineering Report:**

Trevor updated the Board on the Material Storage Project, 2022 Waterline Repair and Replacement Project, Zone 3 Drinking Water and Secondary Water Pump Station Project. Trevor mentioned the District would like to have some type of an open house for the new pump station, details will follow at a future board meeting. For full discussion please go to board meeting recording position 20:27 to 24:00.

**Water Operations Report (including water production and call out report):** Raymond Mondragon reported the water production and callout report for the month of February 2023. There were no actions taken, for full discussion please go to board meeting recording position 24:01 to 25:11.

**Wastewater Operations Report (including status and call out report):** Dallas reported the annual SL Rat inspection has been completed. There were no actions taken, for full discussion please go to board meeting recording position 25:12 to 30:21.

- **Press Building Modification follow up information:** Dallas shared with the Board information on the Press Building Modification. There were no actions taken, for full discussion please go to board meeting recording position 25:12 to 29:50.

**Controller Report/Clerk Report:** LeIsle presented the compliance/legal reporting requirements report. For full discussion please go to board meeting recording position 30:23 to 32:04.

**HR Manager Report:**

- **Staff Engineer discussion – additional information:** Andrew presented to the Board the additional information that was requested last board meeting. It demonstrates the percentage of work spent on tasks. For full discussion please go to board meeting recording position 32:05 to 1:05:03.

Andrew also indicated there was documents provided in the meeting packet showing the District’s operators and what certifications they each possess, and a document showing the current mileage on the District’s leased vehicles.

**WATER & SEWER AVAILABILITY**

**Discussion and possible motion to approve the following developments:**

- **Colosimo Townhomes located at 7200 W 2802 S:** A motion was made by Jeff White, seconded by Dan Stewart, to approve water and sewer availability to Colosimo Townhomes. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea. For full discussion please go to board meeting recording position 1:05:04 to 1:07:22.

**PROJECT AWARDS & AGREEMENTS**

**Discussion and possible motion to approve the following project awards and agreements:**

**B & D Glass supply and install of two bulletproof glass transaction windows for \$20,350:**

A motion was made by Jeff White, seconded by Dan Stewart, to approve B & D Glass, supply and install two bullet proof glass transaction windows for \$20,350. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:07:23 to 1:11:18.



**Bowen Collins and Associates design and bidding services task order for the 7200 W secondary water line Project in the amount of \$67,750:** A motion was made by Jeff White, seconded by Dan Stewart, to approve Bowen Collins and Associates design and bidding service task order for the 7200 W Secondary Water Line Project in the amount of \$67,750. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:11:19 to 1:17:15.

**Bowen Collins and Associates construction management services task order for the WRF Reuse Project in the amount of \$785,690:** A motion was made by Jeff White, seconded by Dan Stewart, to approve Bowen Collins and Associates construction management services task order for the WRF Reuse Project in the amount of \$785,690. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:17:16 to 1:19:12.

**CRS Engineering task order for Haynes Well #8 replacement Project and Well Field services in the amount of \$101,900:** A motion was made by Jeff White, seconded by Dan Stewart, to approve CRS Engineering task order for Haynes Well #8 Replacement Project and Well Field services in the amount of \$101,900. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:19:13 to 1:25:50.

**Award WRF Reuse project to low pre-qualified bidder Corrio Construction, Inc. in the amount of \$9,243,051.27:** A motion was made by Jeff White, seconded by Dan Stewart, to award the WRF Reuse project to low pre-qualified bidder Corrio Construction, Inc. in the amount of \$9,243,051.27. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion please go to board meeting recording position 1:25:52 to 1:28:33.

**Regence Blue Cross Blue Shield renewal beginning 04/01/2023 – 03/31/2024 monthly increase of approximately \$1,798.41:** Wayne Fuller, Coordinated Insurance Company, addressed the Board and explained the procurement process that was completed this year. To demonstrate the District has complied with the procurement policies. A motion was made by Jeff White, seconded by Dan Stewart, to approve the Regence Blue Cross Blue Shield renewal beginning 04/01/2023 – 03/31/2024 monthly increase of approximately \$1,798.41. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording position 1:28:33 to 1:33:43.

**Interlocal Cooperation Agreement between Magna Water District and Salt Lake County with County Clerk's Elections Division for Trustee Election for an amount not to exceed \$18,744:** A motion was made by Jeff White, seconded by Dan Stewart, to approve the Interlocal Cooperation Agreement between Magna Water District and Salt Lake County with County Clerk's Elections Division for Trustee Election for an amount not to exceed \$18,744. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion please go to board meeting recording position 1:33:44 to 1:36:21.

**ADMINISTRATIVE**

**Discussion and possible motion to approve the following administrative items:**

**For information and discussion only – no action items:**

- **Next month’s board meeting – April 20, 2023**

**Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah Code Ann. §§ 52-4-204 through 205.** Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, including any form of a water right or water shares, pursuant to Utah Code Ann. 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 11:40 a.m.

**Motion to close the closed session and to reopen the open session of the Board Meeting:**

Dan Stewart made a motion to close the closed session and reconvene the open session at 12:43 p.m. The motion was seconded by Jeff White, and approved as follows: Mick Sudbury, yea, Jeff White, and Dan Stewart, yea.

**Consider action on any noticed agenda item discussed in closed meeting:** None

**Other Business:** None

**Adjourn:** Having no further business to discuss, a motion was made by Dan Stewart, seconded by Jeff White, to adjourn the meeting at 12:43 pm. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea.

---

Attest

---

Chairperson

**INVOICE  
PAYMENTS**

**MAGNA WATER DISTRICT  
INVOICE PAYMENTS  
3/6/2023 TO 4/9/2023**

Check Issue Date	Payee	Amount	Description
3/6/2023	REGENCE BCBS OF UTAH	12,032.99	INSURANCE
3/6/2023	RULON HARPER CONSTRUCTION, INC	682.78	GRAVEL & ROADBASE
3/6/2023	RULON HARPER CONSTRUCTION, INC	749.85	GRAVEL & ROADBASE
3/6/2023	RULON HARPER CONSTRUCTION, INC	142.50	GRAVEL & ROADBASE
3/7/2023	BANKCARD CENTER	20.11	OFFICE DECORATIONS- OFFICE
3/7/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	563.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	30.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	591.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	523.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	30.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	163.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	321.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	150.00	WATER SAMPLES
3/7/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
3/7/2023	CHEMTECH-FORD	30.00	WATER SAMPLES
3/7/2023	MID ATLANTIC TRUST COMPANY	3,593.78	401(K)
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	2,443.85	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	1,100.76	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	1,371.74	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	1,194.84	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	747.42	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	1,170.65	SHOP STOCK
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	446.34	ELECTRIC PUMP FOR SAMPLE STATION
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	(26.77)	RETURN SUPPLIES
3/7/2023	MOUNTAINLAND SUPPLY COMPANY	2,499.53	HYDRANT REPAIR KITS
3/7/2023	PITNEY BOWES GLOBAL FINAN SERVICES LLC	190.20	POSTAGE
3/8/2023	COSTCO WHOLESALE	442.29	OFFICE SUPPLIES- WWTP
3/8/2023	TK ELEVATOR CORPORATION	3,423.16	5 YEAR SAFETY TEST- OFFICE
3/8/2023	USA BLUEBOOK	356.89	CHLORINE CYLINDER PIGTAILS & COMPRESSION CLAMPS
3/9/2023	ALLSTATE	245.87	OPEB OBLIGATION
3/9/2023	ALSCO-AMERICAN LINEN DIVISION	250.00	RAGS
3/9/2023	AWWA	87.00	MEMBERSHIP
3/9/2023	BANKCARD CENTER	345.00	WEAU CONFERENCE 2023 REGISTRATION
3/9/2023	BOB'S BELT SERVICE	347.40	RUBBER GLOVES- WWTP & COLLECTIONS
3/9/2023	BOWEN COLLINS & ASSOCIATES	17,384.33	MAGNA REUSE PROJECTS
3/9/2023	CASH (PETTY)	44.16	SAFETY MEETING JANUARY
3/9/2023	CASH (PETTY)	10.55	KEYS FOR THE ADMIN BLDG WWTP
3/9/2023	CASH (PETTY)	15.54	BOARD MEETING
3/9/2023	CASH (PETTY)	6.85	PROPANE FOR THE CONSTRUCTION CREW
3/9/2023	CASH (PETTY)	36.34	SAFETY MEETING FEBRUARY
3/9/2023	CASH (PETTY)	61.00	CDL LICENSE FEE
3/9/2023	CASH (PETTY)	1,050.00	1ST QUARTER BOOT DRAW
3/9/2023	CINTAS 1ST AID	39.03	FIRST AID CABINET SHOP
3/9/2023	CINTAS 1ST AID	62.01	FIRST AID CABINET WWTP OFFICE
3/9/2023	CINTAS 1ST AID	40.94	FIRST AID CABINET EDR
3/9/2023	CINTAS 1ST AID	68.20	FIRST AID CABINET WWTP
3/9/2023	CINTAS 1ST AID	17.40	FIRST AID CABINET OFFICE
3/9/2023	CINTAS CORPORATION #180	228.32	SHOP/EDR UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	518.56	WWTP UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	370.15	WWTP UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	201.51	SHOP/EDR UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	238.15	SHOP/EDR UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	380.74	WWTP UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	162.97	OFFICE MATS
3/9/2023	CINTAS CORPORATION #180	242.65	SHOP/EDR UNIFORMS AND LINENS
3/9/2023	CINTAS CORPORATION #180	319.48	WWTP UNIFORMS AND LINENS
3/9/2023	E.T. TECHNOLOGIES, INC	1,788.56	SLUDGE REMOVAL
3/9/2023	E.T. TECHNOLOGIES, INC	4,886.37	SLUDGE REMOVAL
3/9/2023	HADCO CONSTRUCTION	1,000.00	REFUND OF HYDRANT DEPOSIT
3/9/2023	HADCO CONSTRUCTION	1,800.00	REFUND OF HYDRANT DEPOSIT
3/9/2023	HARRINGTON INDUSTRIAL PLASTICS	142.92	BALL VALVE- EDR

**MAGNA WATER DISTRICT  
INVOICE PAYMENTS  
3/6/2023 TO 4/9/2023**

Check Issue Date	Payee	Amount	Description
3/9/2023	HONNEN EQUIPMENT COMPANY	439.61	FUEL, OIL, AIR, & HYDRAULIC FILTERS - #62
3/9/2023	LEVERAGE IT SOLUTIONS	20.00	EQUIPMENT FOR OFFICE
3/9/2023	LEVERAGE IT SOLUTIONS	1,860.00	STANDARD SUPPORT
3/9/2023	LEVERAGE IT SOLUTIONS	4,849.96	ZONE 3 BOOSTER STATION CAMERAS/EQUIPMENT
3/9/2023	LONG, JUSTIN	554.92	UTAH WATER SAVERS CONFERENCE 2023 PER DIEM
3/9/2023	RAYMOND MONDRAGON	554.92	UTAH WATER SAVERS CONFERENCE 2023 PER DIEM
3/9/2023	ROCKY MT WIRE ROPE	1,973.71	CABLE PULLERS
3/9/2023	RURAL WATER ASSOCIATION OF UT.	1,613.00	MEMBER DUES 2023
3/9/2023	S.L.CO. ENGINEERING DIVISION	500.00	CONSTRUCTION PERMITS-JANUARY
3/9/2023	S.L.CO. ENGINEERING DIVISION	625.00	CONSTRUCTION PERMITS - FEBRUARY
3/9/2023	SNAP-ON TOOLS	1,339.01	22.4 MODIS EDGE FULL SCANBAY
3/9/2023	STEP SAVER, INC.	1,270.08	SALT FOR SIDEWALK/LOTS
3/9/2023	SUMMIT MATERIALS	1,483.20	COLD MIX ASPHALT- REPAIRS
3/9/2023	SUMSION, ANDREW	554.92	UTAH WATER SAVERS CONFERENCE 2023 PER DIEM
3/9/2023	T-O ENGINEERS, INC.	1,677.50	MWD 2022 SERVICES
3/9/2023	UTAH BROADBAND	119.00	BROADBAND/INTERNET SUPPORT
3/9/2023	UTAH BROADBAND	99.00	BROADBAND/INTERNET SUPPORT
3/9/2023	UTAH-IDAHO TEAMSTERS SECURITY FUND	40,287.00	UNION HEALTH & WELFARE
3/9/2023	VANGUARD CLEANING SYSTEMS	650.00	JANITORIAL SERVICE-ADMIN OFFICE
3/9/2023	VANGUARD CLEANING SYSTEMS	350.00	JANITORIAL SERVICE- ADMIN WWTP
3/9/2023	VANGUARD CLEANING SYSTEMS	542.00	JANITORIAL SERVICE- EDR
3/9/2023	WESTERN CONF TEAMSTERS PENSION	23,882.13	UNION HEALTH & WELFARE
3/10/2023	BANKCARD CENTER	239.88	SOFTWARE SUBSCRIPTION
3/10/2023	HOME DEPOT CREDIT SERVICES	982.41	EMERGENCY LIGHTING
3/13/2023	OWEN EQUIPMENT	639.45	RETRACTABLE COIL- BOOM LIGHT
3/13/2023	READYD GLEDDY, INC.	407.50	14 SHOP SAW BLADES- CONST CREW
3/13/2023	THATCHER COMPANY	7,329.27	CHEMICALS
3/13/2023	THATCHER COMPANY	5,393.25	CHEMICALS
3/13/2023	U. S. POSTMASTER	332.00	PO BOX FEE
3/14/2023	ALLSTATE	478.27	INSURANCE
3/14/2023	SUEZ WTS SOLUTIONS USA, INC	1,935.00	SPACERS - EDR
3/14/2023	SUEZ WTS SOLUTIONS USA, INC	1,935.00	HEAVY SPACER- EDR
3/14/2023	SUEZ WTS SOLUTIONS USA, INC	1,935.00	HEAVY SPACER- EDR
3/14/2023	VERIZON WIRELESS	374.24	CELLPHONE SERVICES
3/15/2023	BANKCARD CENTER	249.90	WEBSITE REGISTRATION/ DOMAIN NAME
3/15/2023	BOLT & NUT SUPPLY CO.	42.39	SUPPLIES- SCREW PRESS- WWTP
3/15/2023	DELOBEL, DYLLAN	250.00	BONUS FOR PASSING EXAM
3/15/2023	DOMINION ENERGY	208.39	NATURAL GAS 3291 S 8000 W
3/15/2023	DOMINION ENERGY	1,654.49	NATURAL GAS 8931 W 3500 S
3/15/2023	DOMINION ENERGY	9,081.00	NATURAL GAS 7650 W 2100 S
3/15/2023	DOMINION ENERGY	960.41	NATURAL GAS 8885 W 3500 S
3/15/2023	DRAPER, CHET	250.00	BONUS FOR PASSING EXAM
3/15/2023	INDIGO WATER GROUP	1,280.00	CONSULTATION AND SUPPORT- WWTP
3/15/2023	IPS	137.16	PAYROLL SERVICES
3/15/2023	MECHANICAL SERVICE & SYSTEMS, INC.	294.00	UNIT HEATER REPAIR- SHOP
3/15/2023	METERWORKS	2,103.63	HYDRANT METER REPAIRS
3/15/2023	RHINO PUMPS	9,599.52	BRUSH & BAIL - BARTON #5
3/15/2023	SENERGY PETROLEUM	230.30	OIL- GEARBOXES-WWTP
3/15/2023	SIDEWINDERS, LLC	2,098.31	WAS PUMP REPAIR - WWTP
3/15/2023	WILLIAMSEN-GODWIN TRUCK BODY C, LLC	5,070.90	HYDRAULIC RAM REPAIR - #61
3/16/2023	BANKCARD CENTER	30.50	ST. PATRICKS DAY COOKIES
3/16/2023	CRUS OIL INC./QUALCO	239.44	OIL & FUEL FILTERS- #3
3/16/2023	CRUS OIL INC./QUALCO	436.78	WATER FILTER
3/16/2023	CRUS OIL INC./QUALCO	100.60	OIL, FUEL, AIR FILTERS -#55
3/16/2023	EPIC ENGINEERING, P.C.	9,008.50	ZONE 3 SECONDARY BOOSTER & CULINARY PUMP STATION
3/16/2023	EPIC ENGINEERING, P.C.	2,254.80	GATEWAY TO LITTLE VALLEY PHASE 3-INSPECTION
3/16/2023	EPIC ENGINEERING, P.C.	2,880.00	SCREW PRESS BUILDING ADDITION STUDY
3/16/2023	EPIC ENGINEERING, P.C.	10,650.00	2022 CULINARY WATER AND SEWER PIPELINE REPAIRS
3/16/2023	EPIC ENGINEERING, P.C.	6,400.00	ZONE 3 SECONDARY WATER REERVOIR
3/16/2023	EPIC ENGINEERING, P.C.	97.50	GATEWAY TO LITTLE VALLEY PHASE 4
3/16/2023	EPIC ENGINEERING, P.C.	9,421.60	GATEWAY TO LITTLE VALLEY PHASE 4-INSPECTION
3/16/2023	EPIC ENGINEERING, P.C.	426.00	MAGNA GENERAL ENGINEERING -2023
3/16/2023	EPIC ENGINEERING, P.C.	12,220.00	2023 CULINARY WATERLINE REPLACEMENTS
3/16/2023	HARRINGTON INDUSTRIAL PLASTICS	160.30	EPOXY GLUE-EDR
3/16/2023	JORDAN VALLEY WATER	22,691.45	WATER DELIVERIES
3/16/2023	LEVERAGE IT SOLUTIONS	1,978.00	LAPTOPS & CHROMEBOOK- OFFICE
3/16/2023	LOWE'S	372.47	MISC SUPPLIES- SHOP
3/16/2023	LOWE'S	186.76	MISC SUPPLIES & TOOLS- WWTP

**MAGNA WATER DISTRICT  
INVOICE PAYMENTS  
3/6/2023 TO 4/9/2023**

Check Issue Date	Payee	Amount	Description
3/16/2023	NATIONAL BENEFIT SERVICES, LLC	52.00	HRA PLAN ADMIN FEE -FEBRUARY 2023
3/16/2023	ROCKY MOUNTAIN VALVE & AUTOMATION	1,028.35	WEDGE GATE VALVE- RAS BLDG
3/16/2023	SKM INC.	9,149.38	SCADA PARTS & SENSORS
3/16/2023	SKM INC.	3,819.10	SCADA MAINTENANCE WATER SYSTEM
3/16/2023	SPENCER SIMONS	250.00	BONUS FOR PASSING EXAM
3/16/2023	W.E.T.	1,800.00	LAB & TESTING
3/17/2023	DOMINION ENERGY	6,315.46	NATURAL GAS 6850 W 2820 S
3/17/2023	DOMINION ENERGY	884.63	NATURAL GAS 6026 PARKWAY BLVD
3/18/2023	REPUBLIC SERVICES #864	2,756.96	WWTP GARBAGE COLLECTION
3/20/2023	REPUBLIC SERVICES #864	530.97	SHOP GARBAGE COLLECTION
3/20/2023	RICOH USA , INC	142.99	COPIER ADMINISTRATIVE OFFICE
3/20/2023	RICOH USA , INC	75.00	COPIER ADMINISTRATIVE OFFICE
3/20/2023	SMITH HARTVIGSEN, PLLC	1,736.00	GENERAL LEGAL MATTERS
3/20/2023	SMITH HARTVIGSEN, PLLC	5,055.50	LEGISLATIVE MATTERS
3/20/2023	STAPLES BUSINESS CREDIT	21.02	OFFICE SUPPLIES-OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	191.28	OFFICE SUPPLIES-WWTP
3/20/2023	STAPLES BUSINESS CREDIT	13.34	OFFICE SUPPLIES-OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	71.54	OFFICE SUPPLIES-OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	12.94	OFFICE SUPPLIES- OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	88.60	OFFICE SUPPLIES- OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	197.37	OFFICE SUPPLIES-OFFICE
3/20/2023	STAPLES BUSINESS CREDIT	69.40	OFFICE SUPPLIES- EDR
3/20/2023	VERIZON CONNECT FLEET USA LLC	697.00	GPS MONTHLY CHARGE
3/21/2023	ROCKY MOUNTAIN POWER CO.,	14,268.60	POWER BARTON WELLS 1&2
3/21/2023	ROCKY MOUNTAIN POWER CO.,	39.84	POWER SHALLOW WELLS
3/21/2023	THATCHER COMPANY	7,153.00	CHEMICALS
3/21/2023	THATCHER COMPANY	6,613.25	CHEMICALS
3/21/2023	THATCHER COMPANY	(2,800.00)	CHEMICALS
3/21/2023	UTAH BROADBAND	159.00	BROADBAND/INTERNET SUPPORT
3/21/2023	WORKERS COMPENSATION FUND OF U	2,271.82	WORKERS COMP INSURANCE
3/21/2023	WORKERS COMPENSATION FUND OF U	2,003.00	WORKERS COMP INSURANCE
3/22/2023	ANSERFONE	278.00	NIGHT ANSWERING SERVICE
3/22/2023	BANKCARD CENTER	257.27	SOFTWARE SUBSCRIPTION- WWTP
3/22/2023	BLUELINE SERVICES	235.00	RANDOM DRUG TEST
3/22/2023	MID ATLANTIC TRUST COMPANY	3,593.78	401(K)
3/22/2023	ROCKY MOUNTAIN POWER CO.,	60.33	POWER BACCHUS TANKS
3/22/2023	ROCKY MOUNTAIN POWER CO.,	88.30	POWER SECONDARY WATER PUMP
3/22/2023	ROCKY MOUNTAIN POWER CO.,	309.39	POWER CEMENT BUILDING SHOPS
3/22/2023	ROCKY MOUNTAIN POWER CO.,	1,372.44	POWER 7600 W RESERVOIR
3/22/2023	ROCKY MOUNTAIN POWER CO.,	11.88	POWER JORDAN VALLEY CONNECTIONS
3/22/2023	SAFETY-KLEEN SYSTEMS, INC.	152.00	USED OIL PICK UP
3/22/2023	SUEZ WTS SOLUTIONS USA, INC	7,000.00	3 DAY OVERALL SERVICE VISIT - EDR
3/22/2023	SUEZ WTS SOLUTIONS USA, INC	14,964.00	ELECTRODE- EDR
3/23/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	3,124.00	LEAD AND COPPER RULE REVISION SUPPORT
3/23/2023	APPLICANT PRO	159.82	JOB LISTINGS
3/23/2023	BOWEN COLLINS & ASSOCIATES	29,316.88	MAGNA REUSE PROJECTS
3/23/2023	BOWEN COLLINS & ASSOCIATES	3,543.00	WASTEWATER GENERAL ENGINEERING ASSISTANCE
3/23/2023	CRS CONSULTING ENGINEERS, INC	1,360.00	ENGINEERING & SURVEYING SERVICE
3/23/2023	CRUS OIL INC./QUALCO	70.42	AIR FILTERS - #58
3/23/2023	DALLAS HENLINE	100.00	REIMBURSEMENT FOR EXAM COST
3/23/2023	DALLAS HENLINE	50.00	REIMBURSEMENT FOR EXAM COST
3/23/2023	DALLAS HENLINE	100.00	REIMBURSEMENT FOR EXAM COST
3/23/2023	ERIKS NORTH AMERICA, Inc	454.81	OIL HOSE- SHOP
3/23/2023	HANSEN ALLEN & LUCE, INC.	511.75	EVALUATION AND REHABILITATION SERVICES
3/23/2023	IGES, INC.	11,661.25	ZONE 3 STORAGE RESERVOIR PHASE 2
3/23/2023	JORDAN VALLEY WATER	1,143.84	WATER SAMPLES
3/23/2023	MCDONALD, TRAVIS	300.00	REIMBURSEMENT & BONUS FOR PASSING EXAM
3/23/2023	METERWORKS	58,404.70	CULINARY & SECONDARY METERS
3/23/2023	METERWORKS	6,021.58	6" BLACK MACH10 METER
3/23/2023	RH BORDEN and COMPANY, LLC	61,531.56	ACOUSTIC ASSESSMENT SERVICE
3/23/2023	STANTEC CONSULTING SERVICES INC.	25,648.56	WESTSIDE COLLECTION SYSTEMS IMPROVEMENT PROJECT
3/23/2023	STANTEC CONSULTING SERVICES INC.	9,144.50	WATER AND WASTE WATER PROJECT SUPPORT
3/23/2023	T-O ENGINEERS, INC.	4,455.00	MWD 2022 SERVICES
3/23/2023	T-O ENGINEERS, INC.	13,177.10	MWD 2022 SERVICES
3/25/2023	CASELLE, INC.	2,354.00	CONTRACT SUPPORT CHARGES
3/25/2023	WEST VALLEY CITY	130.20	STORMWATER AT EDR
3/27/2023	MICROSURVEY	385.00	FIELD GENIUS ANNUAL SUBSCRIPTION
3/27/2023	SHRED-IT	74.47	DOCUMENT SHREDDING

**MAGNA WATER DISTRICT  
INVOICE PAYMENTS  
3/6/2023 TO 4/9/2023**

Check Issue Date	Payee	Amount	Description
3/28/2023	AIRGAS USA, LLC - CENTRAL DIVISION	53.40	ACETYLENE & OXYGEN RENTAL CYLINDERS
3/28/2023	AIRGAS USA, LLC - CENTRAL DIVISION	4.45	ARGON RENTAL CYLINDER
3/28/2023	BANKCARD CENTER	99.50	FUNERAL FLOWERS- SPENCER SIMONS FAMILY
3/28/2023	BLUE STAKES OF UTAH 811	459.94	BILLABLE E-MAIL NOTIFICATIONS
3/28/2023	COSTCO WHOLESALE	102.92	OFFICE SUPPLIES- OFFICE
3/28/2023	FUEL NETWORK	7,267.39	GASOLINE FOR VEHICLES
3/28/2023	HARRINGTON INDUSTRIAL PLASTICS	159.12	SUPPLIES- SEEPEX POLYMER PUMP=WWTP
3/28/2023	HUBER TECHNOLOGY	1,300.00	HEADWORKS BAGS- WWTP
3/28/2023	MOUNTAINLAND SUPPLY COMPANY	1,224.58	SHOP STOCK
3/28/2023	MOUNTAINLAND SUPPLY COMPANY	644.16	SHOP STOCK
3/28/2023	MOUNTAINLAND SUPPLY COMPANY	868.48	SHOP STOCK
3/28/2023	MOUNTAINLAND SUPPLY COMPANY	6,461.13	SHOP STOCK
3/28/2023	MOUNTAINLAND SUPPLY COMPANY	534.38	SHOP STOCK
3/28/2023	ROCKY MOUNTAIN POWER CO.,	523.12	POWER BOOSTER STATION
3/28/2023	ROCKY MOUNTAIN POWER CO.,	1,095.57	POWER HAYNES WELLS
3/28/2023	THE LINCOLN NATIONAL LIFE	731.10	INSURANCE
3/28/2023	UTAH BARRICADE COMPANY	336.00	BARRICADE RENTAL
3/28/2023	ZAYO	2,222.17	PHONE & DATA SERVICE
3/29/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	3,213.75	LEAD AND COPPER RULE REVISION SUPPORT
3/29/2023	ADVANCED LINING	7,772.00	LINING ON REBUILT MANHOLE- FREEPORT CENTER
3/29/2023	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
3/29/2023	CINTAS 1ST AID	32.41	FIRST AID CABINET EDR
3/29/2023	CINTAS 1ST AID	31.72	FIRST AID CABINET WWTP
3/29/2023	CINTAS 1ST AID	6.58	FIRST AID CABINET OFFICE
3/29/2023	CINTAS 1ST AID	17.51	FIRST AID CABINET WWTP OFFICE
3/29/2023	CINTAS 1ST AID	8.27	FIRST AID CABINET SHOP
3/29/2023	DENTAL SELECT	1,585.41	INSURANCE
3/29/2023	E.T. TECHNOLOGIES, INC	2,407.90	SLUDGE REMOVAL
3/29/2023	IGES, INC.	547.25	WESTSIDE WASTE WATER
3/29/2023	ROCKY MOUNTAIN POWER CO.,	1,096.93	POWER 3500 TANKS
3/29/2023	SKM INC.	348.75	MAGNA SCADA SYSTEM
3/29/2023	TOTAL POWER & CONTROLS, LLC	647.43	ELECTRIAL REPAIR -WAS MOTOR- WWTP
3/29/2023	UTAH SAFETY COUNCIL	250.00	2023 MEMBERSHIP DUES
3/30/2023	ROCKY MOUNTAIN POWER CO.,	3,306.47	POWER ZONE 3 CULINARY PUMP STATION
4/3/2023	ROCKY MOUNTAIN POWER CO.,	22,920.63	POWER WWTP 7764 W 2100 S
4/3/2023	ROCKY MOUNTAIN POWER CO.,	37.54	POWER WWTP ADMIN BLDG
4/3/2023	UTAH BROADBAND	279.00	BROADBAND/INTERNET SUPPORT
4/3/2023	WEF MEMBERSHIP	150.00	MEMBERSHIP
4/5/2023	COSTCO WHOLESALE	187.28	OFFICE SUPPLIES-SHOP
4/5/2023	HARRINGTON INDUSTRIAL PLASTICS	49.83	REPAIR SUPPLIES- SCREW PRESS
4/5/2023	HARRINGTON INDUSTRIAL PLASTICS	86.01	REPAIR SUPPLIES- SCREW PRESS
4/5/2023	STANDARD PRINTING COMPANY	2,476.37	PROCESS OF MONTHLY BILLINGS
4/6/2023	AMERICAN ELECTRIC CO., INC.	345.00	GENERATOR MAINTENANCE & SERVICE -WWTP
4/6/2023	BATTERY SYSTEMS	657.16	BATTERIES- #30
4/6/2023	BATTERY SYSTEMS	328.58	BATTERY- #58
4/6/2023	BIRD, ISAAC PAUL	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	CLINT DILLEY	265.50	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	COMMERCIAL LIGHTING SUPPLY	2,220.30	INDUSTRIAL LIGHT BULBS - WWTP
4/6/2023	COMMERCIAL LIGHTING SUPPLY	93.24	INDUSTRIAL LIGHT BULBS - WWTP
4/6/2023	DALLAS HENLINE	100.00	BONUS FOR PASSING EXAM
4/6/2023	DALLAS HENLINE	250.00	REIMBURSEMENT & BONUS FOR PASSING EXAM
4/6/2023	DALLAS HENLINE	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	E.T. TECHNOLOGIES, INC	2,642.69	SLUDGE REMOVAL
4/6/2023	E.T. TECHNOLOGIES, INC	5,026.39	SLUDGE REMOVAL
4/6/2023	HARMS, MICHAEL	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	LAMPER, BEAU	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	LOWE'S	252.61	MISC SUPPLIES- CONST. CREW
4/6/2023	LOWE'S	346.11	MISC SUPPLIES-WWTP
4/6/2023	LOWE'S	64.00	REPAIR SUPPLIES- WWTP RAS BLDG
4/6/2023	LOWE'S	221.87	MISC SUPPLIES- EDR
4/6/2023	LOWE'S	731.11	MISC SUPPLIES- SHOP
4/6/2023	MATT SKOGERBOE	100.00	BONUS FOR PASSING EXAM
4/6/2023	MOUNTAIN STATES FENCE CO.	1,200.00	FENCE REPAIR - WWTP
4/6/2023	RAYMOND MONDRAGON	204.87	REIMBURSEMENT- ROOM CHARGE UT WATER SAVERS CONF.
4/6/2023	REGENCE BCBS OF UTAH	306.00	OPEB OBLIGATION
4/6/2023	RH BORDEN and COMPANY, LLC	585.00	FLOW MEASURING DEVICE
4/6/2023	ROBERT JATERKA	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	S.L.CO. ENGINEERING DIVISION	750.00	CONSTRUCTION PERMITS

**MAGNA WATER DISTRICT  
INVOICE PAYMENTS  
3/6/2023 TO 4/9/2023**

Check Issue Date	Payee	Amount	Description
4/6/2023	SUMSION, ANDREW	672.92	2023 WEAU CONFERENCE- ST GEORGE- PER DIEM
4/6/2023	THATCHER COMPANY	7,239.37	CHEMICALS
4/6/2023	THATCHER COMPANY	(4,800.00)	CHEMICALS
4/6/2023	TUCKER, NELDON EDWARD	250.00	REIMBURSEMENT & BONUS FOR PASSING EXAM
4/6/2023	UTAH LABOR COMMISSION SAFETY DIV.	85.00	ELEVATOR INSPECTION
4/6/2023	UTAH WATER USERS ASSOCIATION	200.00	2023 MEMBERSHIP DUES
4/6/2023	VANGUARD CLEANING SYSTEMS	650.00	JANITORIAL SERVICE - ADMIN OFFICE
4/6/2023	VANGUARD CLEANING SYSTEMS	350.00	JANITORIAL SERVICE - ADMIN WWTP
4/6/2023	VANGUARD CLEANING SYSTEMS	542.00	JANITORIAL SERVICE - EDR
		\$ 715,457.18	



**MAGNA WATER DISTRICT  
 ZIONS BANK BOND PAYMENT  
 3/6/2023 to 4/9/2023**

Check Issue Date	Payee	Amount	Description
3/29/2023	ZIONS FIRST NATIONAL BANK	\$ 83,282.19	5436869-BOND SER 2013
		\$ 83,282.19	

# **MANAGER'S REPORT**



# MEMO

**TO:** MWD Board of Directors  
**FROM:** Clint Dilley, P.E., General Manager  
**DATE:** 04/12/23 (April 20th Board Meeting)  
**RE:** Report and Discussion from General Manager

---

## PURPOSE OF MEMO

The purpose of this memo is to provide the Magna Water District (MWD) Board of Directors a general report from the General Manager and associated discussion with input from rest of management team to keep the board abreast of general matters in the District. The format of the memo will primarily be a list of bullet points to assist guiding the discussion in the board meeting.

## REPORT FROM GENERAL MANAGER

After discussions with the board and management team we have focused our efforts on three main areas including 1) Staffing 2) Operations and 3) Communication as outlined in the following sections.

### STAFFING

- Engineering
  - Staff Engineer
    - After much discussion, board has directed staff to add Staff Engineer to April board meeting for consideration of moving forward
- Operations
  - Mechanic Apprentice
    - HR Mgr & Operations Managers reviewing and considering need for Mechanic Apprentice
- Front Office
  - GM & HR MGR assembling additional information for board to review and consider changes to front office direct supervision of clerical employees from GM to Accountant
  - Recommend clarification of Job duties during CBA discussions with Union

### OPERATIONS

- Water Operations
  - DE & Controller put together a grant application for secondary water meter grant funding and the district was awarded \$350,000 in grant money through the DDW to assist with secondary water meters for customers who have a lateral but have not yet signed up for service
  - Finished fence install around 7600 West property addition

- Finished EDR floor drain corrosion repairs. Working on bid for chemical room floor rehab.
- Construction crew has finished setting concrete blocks for foundation of the material storage cover which has been delivered with a pushed back target install date near end of April. Waiting on final ok from MSD before cover installer will mobilize.
- Part of construction crew continuing work on lead & copper inventory. Mailers have been sent out on pre 1990 homes requesting customer assistance on inventory.
- Secondary water system is filling now and getting ready for irrigation season. Canal company will release water to canals May 1<sup>st</sup> which will be our fully functional date communicated to customers.
- Zone 3 secondary water pump station startup prior to May 1<sup>st</sup>.
- Haynes Well #2 pump has been installed and is performing well. Sand production has decreased by XX% and efficiency of well has improved by XX% from well rehabilitation.
- Barton Well #5 repairs completed and new pump set
- WWTP Operations
  - WWTP has filed an Other Power Quality request with RMP to push for additional reliability improvements to their system. Will set up inspection times to investigate.
  - Need to decide on future of RV dump during design phase of the new influent lift station since a new connection will need to be made and extended to the existing system if we want to preserve operation of RV dump in future
  - WW Collections working on procuring bids for replacing aging sewer inspection tractor and camera equipment
  - SL Rat work has been completed and WW OM will present findings at board meeting
  - WW Collections working on procuring bids for manhole to manhole slip lining work in Rulon St & 3150 South St.
  - Triton aeration blower shelf unit has arrived and ready for emergency install if needed
  - Moving forward with Phase 2A of aeration system upgrade including swapping out the ends of the Triton units with more efficient 2.0 aerators on order and estimated delivery 8-10 weeks out
  - WW OM & DE working together to create a pretreatment application/questionnaire for potential future permittees
- Office
  - Controller developed a fillable form for website to improve customer service & improve efficiency for new customer sign up process. Will explore additional uses for fillable forms on website
  - Office working on improving efficiency of shut off process by tracking customer response to noticing only, actual shutoffs, and follow up shutoffs/lock out
  - Completed transition from redundant paper & electronic time off requests to electronic only time off requests improving efficiency by reducing duplicate entry & filing and reducing paper waste.
  - Contractor working on punchlist items in basement will provide estimate for requested changes to flooring & lighting. Need to consider storage requirements & furnishings next. Recommend combining discussion of board room table extensions, office changes & chairs with downstairs furnishing quotes
  - Bullet proof glass transaction windows awarded to B&D glass. Evaluate existing door needs and obtain quote for additional tinting of South side of board room
- Delinquent accounts
  - February 2023
    - Accounts that are delinquent: 616
    - Total of all delinquent accounts: \$86,519.89

- Average delinquent account balance: \$140.45
- Pink notices sent out on 1/31/23 for February = 139
- January 2023
  - Accounts that are delinquent: 655
  - Total of all delinquent accounts: \$89,724.11
  - Average delinquent account balance: \$136.98
  - Pink notices sent out on 1/3/22 for January = 211
- December 2022
  - Accounts that are delinquent: 352
  - Total of all delinquent accounts: \$46,742.17
  - Average delinquent account balance: \$132.79
  - Pink notices sent out on 11/29/22 for December = 236

### **COMMUNICATION & MORALE**

- Continue working toward improving communication w/ board members & community partners
  - GM attended Magna Town Council meeting on 03/28/23 and discussed grant award in the amount of \$350k for sw meters, update on drought conditions and water conservation, & project updates
    - GM will send emergency response information to Council member Audrey Pierce per her request to coordinate with SLCO emergency response program
  - GM would like to develop a school outreach program for this year
- Work to improve communication & morale with employees
  - Union contract negotiations will begin April 17<sup>th</sup>
  - Completed third wellness program in March “hydration” challenge. April goal will be sleep challenge
  - Held a march madness tournament bracket competition with employees
  - Proposed employee goals have been completed and will be submitted to board for review in April board meeting
  - HR MGR completed Arbinger Institute Leadership Certification Training at the end of January and second portion in March to be able to provide in house training on Outward Mindset
- Work to improve communication with customers
  - Conservation/outdoor watering information for May 1<sup>st</sup> mailer.
  - Thorough and prompt response to customer concerns and complaints
    - Had a customer compliment for Virginia for excellent customer service
    - Had a customer concern about Utah Water Savers program being limited. Magna Metro Township must adopt water wise landscape standards in order for Magna residents to be able to receive all the rebates available. GM has recommended to the township these be adopted on two separate occasions. GM recommended customer attend the council meeting and bring this to their attention and will follow up again with them next time attend meeting

**WATER  
OPERATIONS  
REPORT**

# Water Production Report & Callout Report

---

March 2023

## Water Production Summary

The culinary water production for the month of March was 84.81 million gallons or 260.29-acre feet, a 21.28% decrease from March 2022. YTD as of March 2023 was 250.60 million gallons or 769.13-acre feet, an 12.84% decrease from YTD 2022.

We have purchased 204.93-acre feet of water from Jordan Valley Water as of end of March 2023.

## Callout Report – Water and Wastewater Combined

Total number of call outs - 13

Total Hours – 55.25

0 – Mainline Leaks

0 – Service Leaks

13 - Miscellaneous

Summary Of Water Deliveries  
MAGNA WATER DISTRICT  
System # 18014  
Mar-23

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2023	2022			2023	2022		
<b>CULINARY WATER</b>								
Well Sources Barton and Haynes	221.47	283.82			657.08	767.76		
To Waste	31.03	35.11			91.22	94.99		
Total Finished Blend EDR	190.41	248.15			564.20	670.49		
JVWCD Magna Reading	70.13	67.51			205.10	197.43		
JVWCD	69.88	67.54			204.93	197.38		
<b>Total Culinary Water</b>	<b>260.29</b>	<b>315.69</b>	<b>-21.28%</b>	<b>84,809,770</b>	<b>769.13</b>	<b>867.87</b>	<b>-12.84%</b>	<b>250,604,090</b>
<b>SECONDARY WATER</b>								
Irrigation Well #1	-	-			-	-		
Irrigation Well #2	-	-			-	-		
Irrigation Well #3	-	-			-	-		
High Zone (secondary)	-	-			-	-		
Low Zone (secondary)	-	-			-	-		
<b>Total secondary Usage</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>Total Production of Water</b>	<b>260.29</b>	<b>315.69</b>	<b>-21.28%</b>	<b>84,809,770</b>	<b>769.13</b>	<b>867.87</b>	<b>-13%</b>	<b>250,604,090</b>
<b>* EDR Blend + Total Secondary + JVWCD = Total Production</b>								



## MARCH CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	MICHAEL HARMS	3/3/2023	3	CLOSED WWTP GATE
SEWER	SCOTT BECK	3/10/2023	19.25	POWER OUTAGE WWTP
EDR	ED TUCKER	3/11/2023	3	CORK PUMP & BRINE PUMP FAIL- POWER BUMP
WATER	CLINT GILES	3/15/2023	3	COLD SIDE LEAK- TURNED WATER OFF AT METER , 7255 W ADAMS RD
WATER	CONNOR MCREYNOLDS	3/18/2023	3	HOMEOWNER SEWER BACKING UP, 2763 S CYPRUS LN. SEWER MAIN CHECK FOR PROPER FLOW
		3/20/2023	3	WATER SPRAY IN RETENTION POND, 7200 W LONDON GROVE- VALVES OFF, LEAKING AT COLD SIDE SECONDARY BLOW OFF
SEWER	CHET DRAPER	3/20/2023	3	TRITON MIXER/BLOWER ALARM- RESET VFD & STARTED UP ONCE RESET
WATER	JUSTIN LONG	3/24/2023	3	HOT SIDE LEAK,3181 S COPPER COVE CIR
		3/24/2023	3	COLD SIDE LEAK- TURNED WATER OFF AT METER , 2889 S 8500 W
		3/24/2023	3	REPAIR FOR BROKEN PIPE- TURNED OFF WATER, 8480 W 2700 S
		3/26/2023	3	HOT SIDE LEAK,2923 S 9050 W
SEWER	BEAU LAMPER	3/24/2023	3	BRINE VAULT COMMUNICATION FAILURE, BIOBROX PLC COMMUNICATION FAILURE. WORKED WITH SKM TO REPLACE SWITCH COLUMN.
		3/29/2023	3	POWER OUTAGE WWTP - DOWN LINES

<b>Total Callout Hours</b>	<b>55.25</b>
----------------------------	--------------

<b>Total Callouts</b>	<b>13</b>
-----------------------	-----------

<b>Total Water/EDR Hours</b>	<b>27</b>
------------------------------	-----------

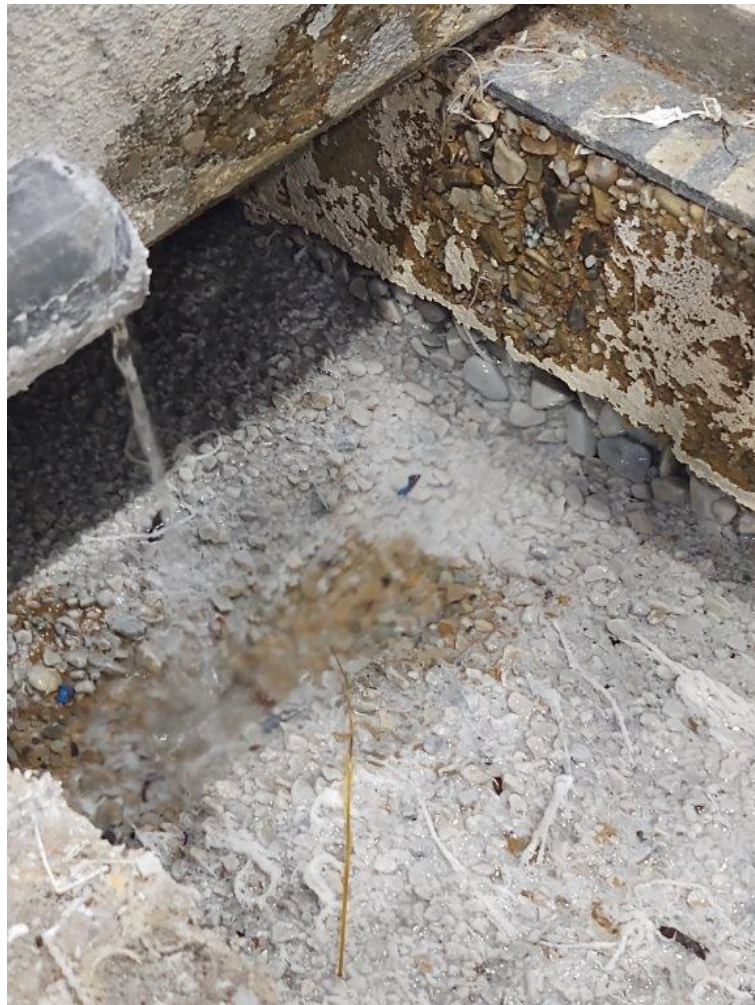
<b>Total # of Water Callouts</b>	<b>9</b>
----------------------------------	----------

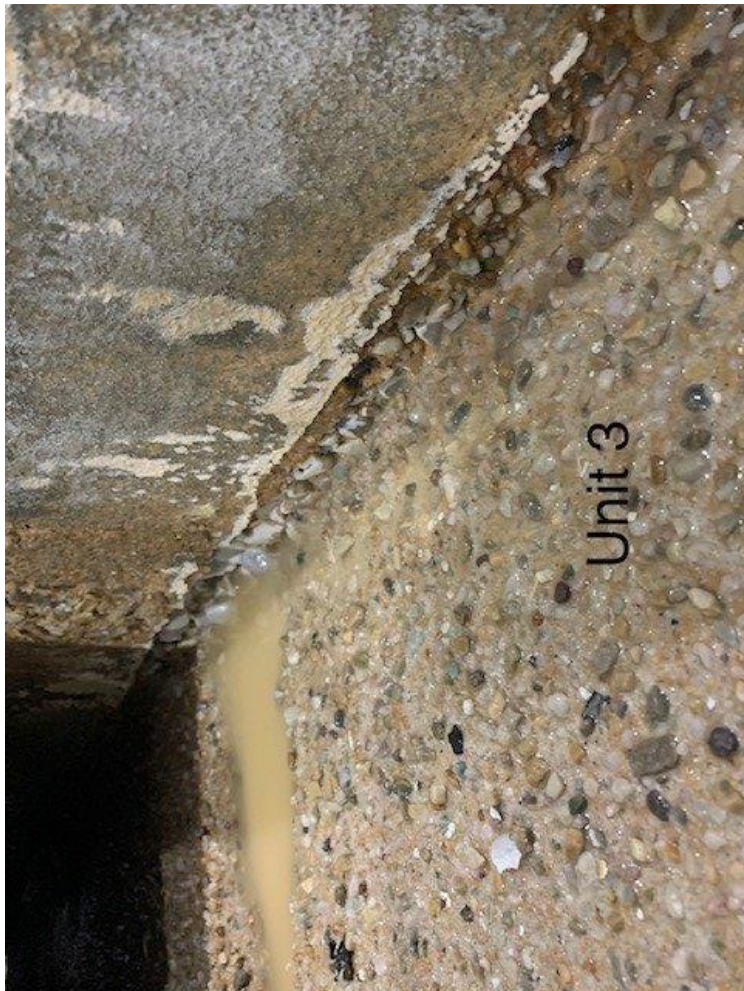
<b>Total WWTP Hours</b>	<b>28.25</b>
-------------------------	--------------

<b>Total WWTP Callouts</b>	<b>4</b>
----------------------------	----------

## LEAKS

Date	Address	Hours	Mainline/Service
<b>TOTAL</b>		<b>0</b>	





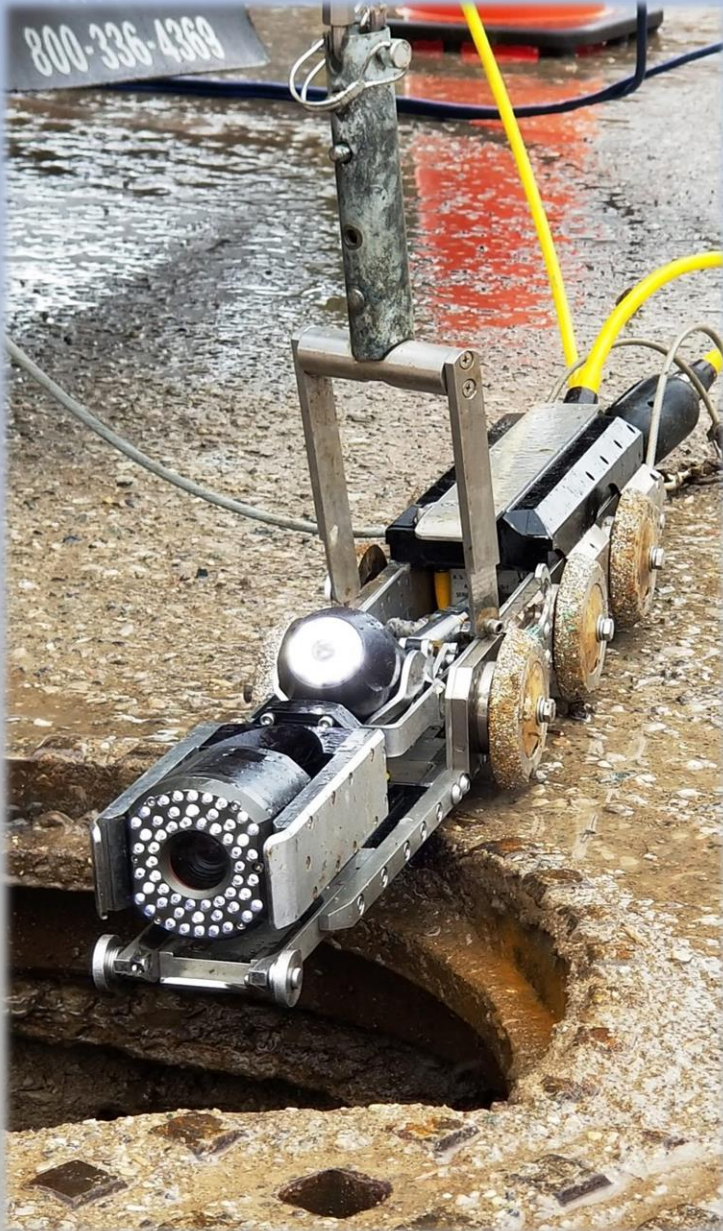
# FENCE AT 3935 S SENNIE DR.



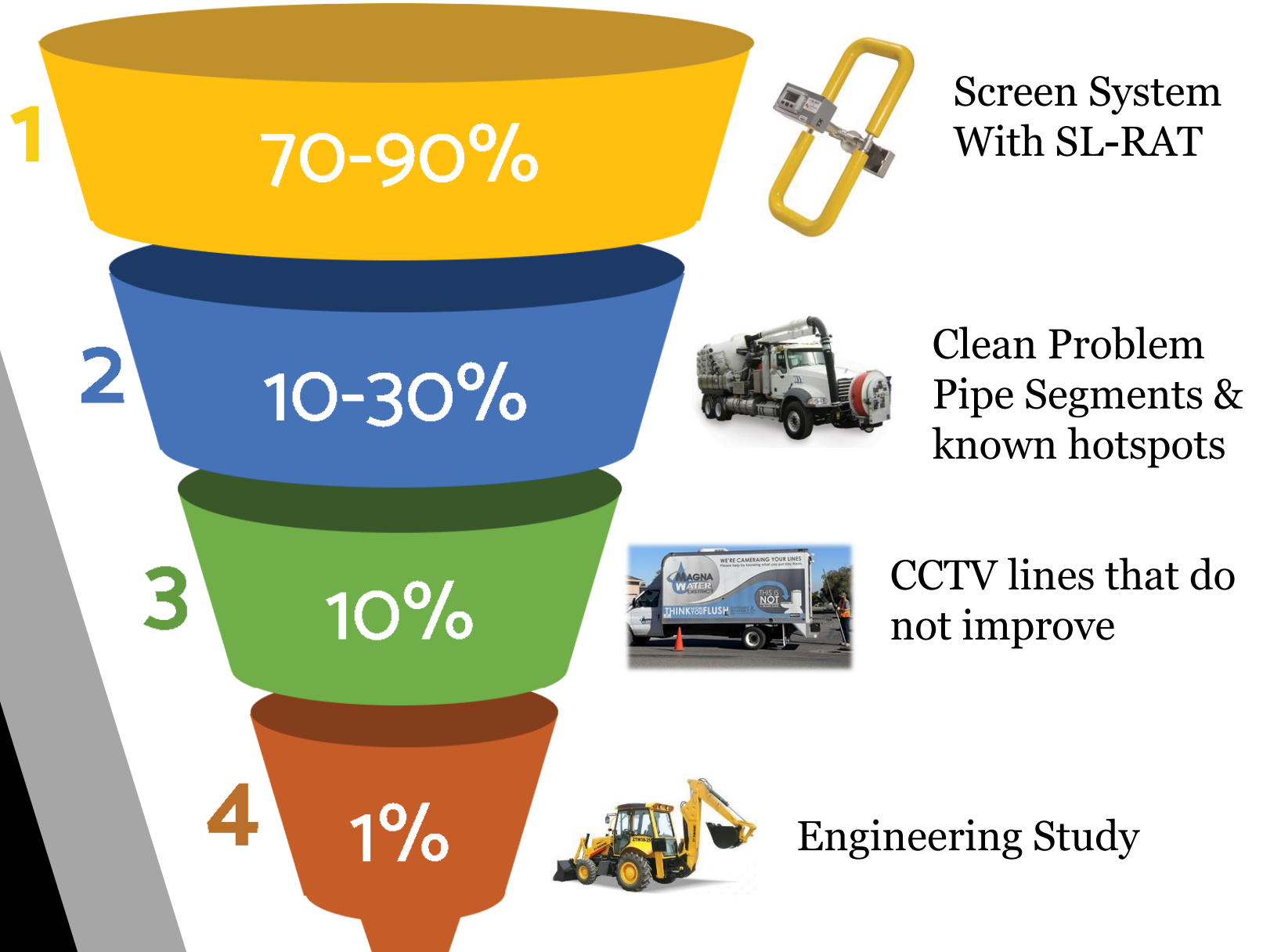
# **WASTEWATER OPERATIONS REPORT**

# **Magna Wastewater Collections System Overview 2023**

# Wastewater Maintenance Equipment Review



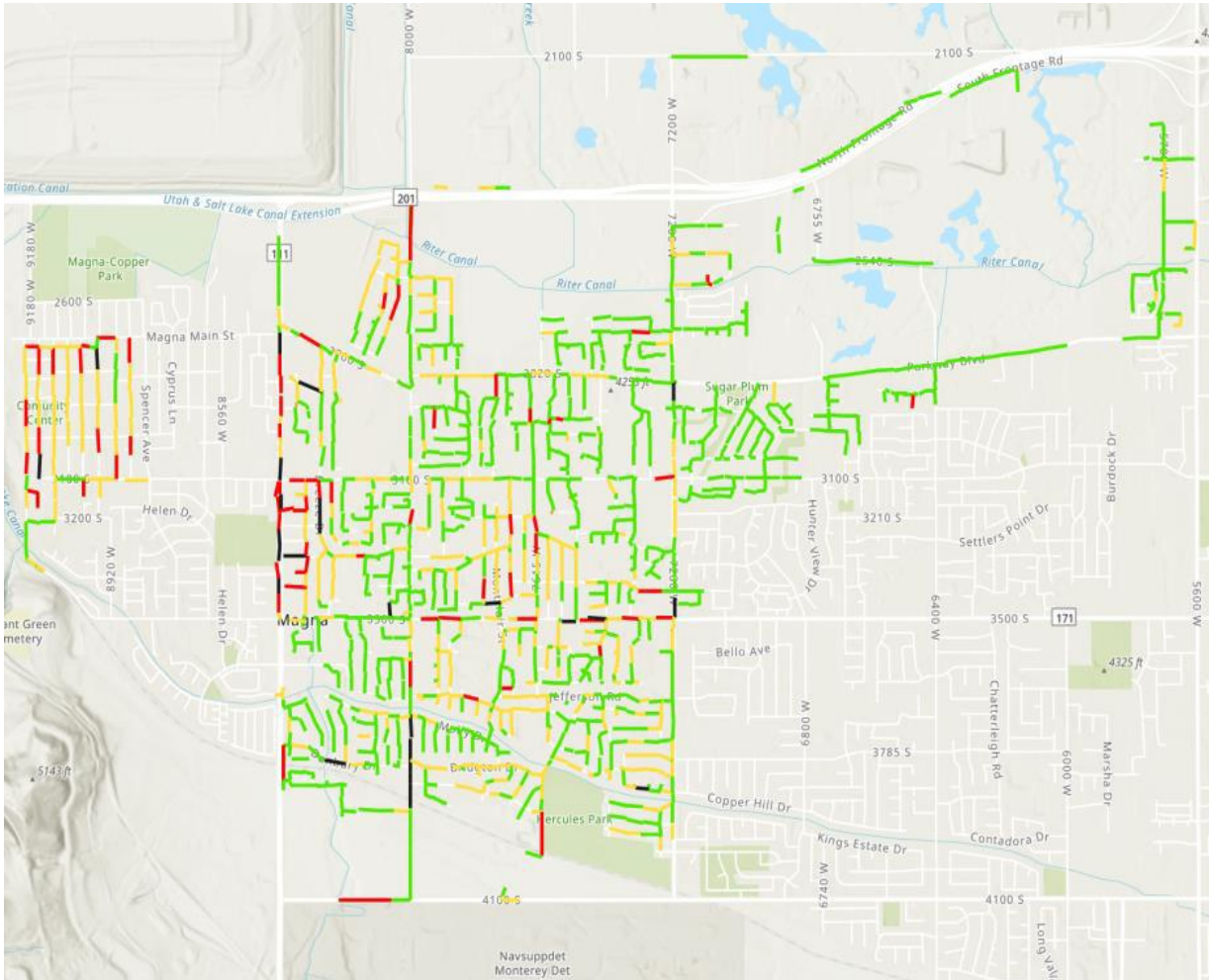
**Acoustic  
Assessments  
Using the SL-RAT  
2023**



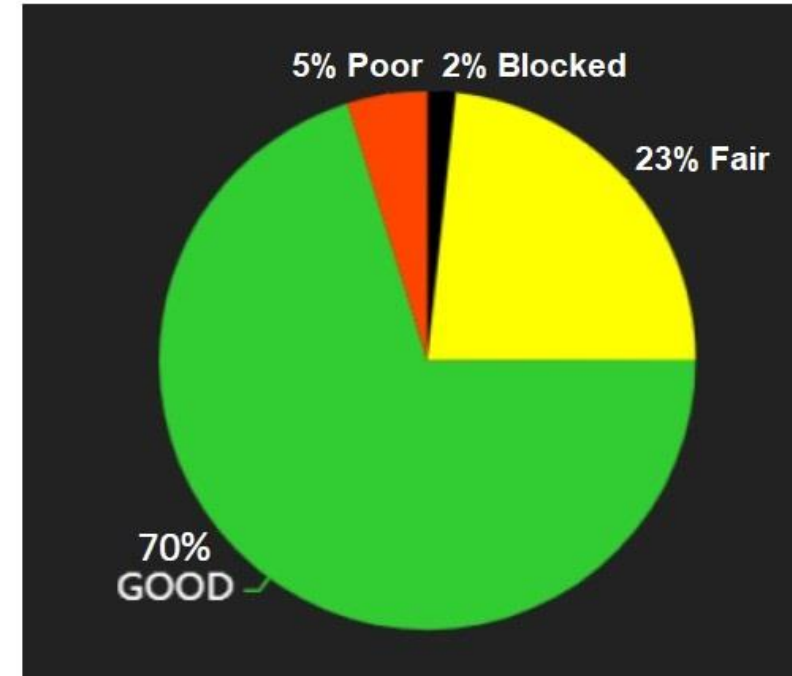


# Magna Water District SL-RAT Assessment Summary 2021

## City Assessment Map



## Measurement Totals

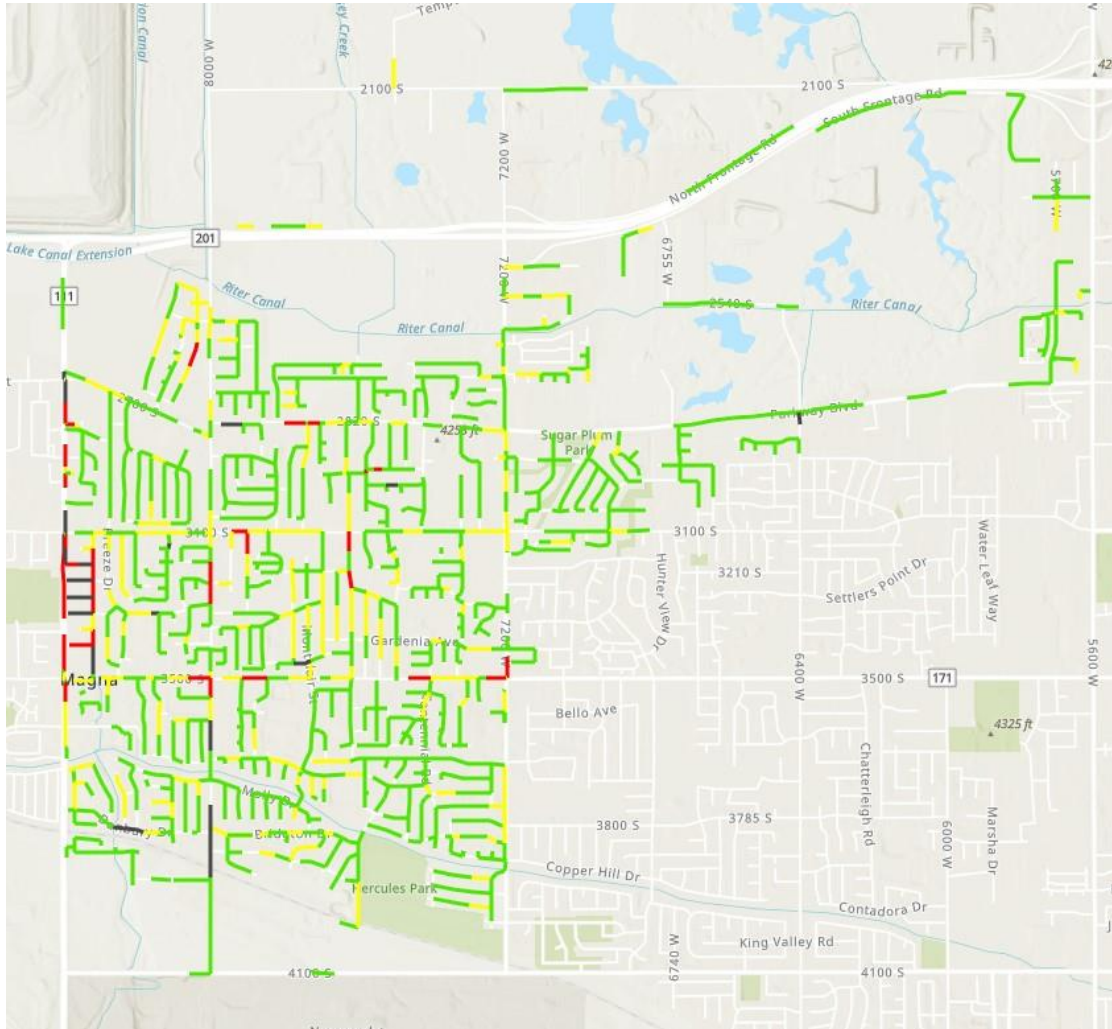


## Benefit Summary

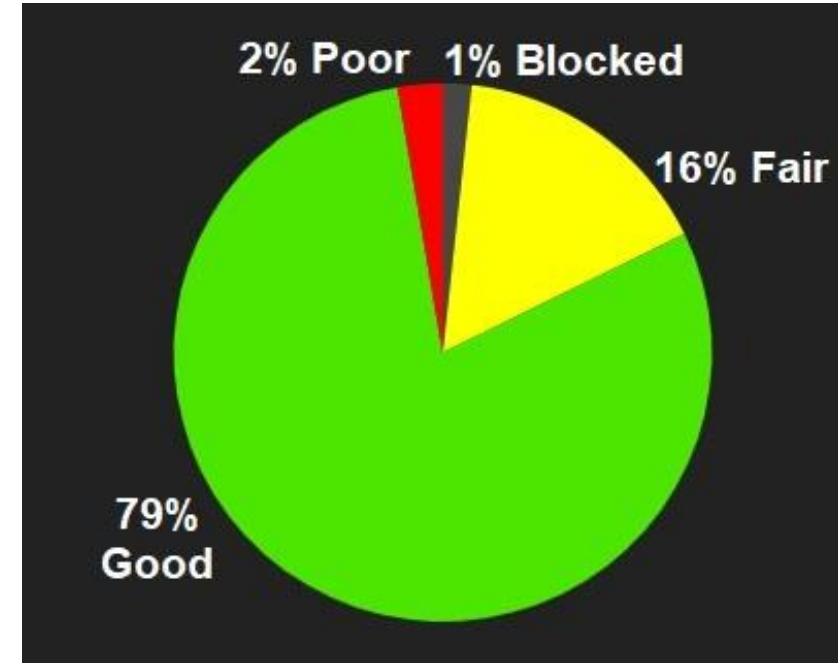
Total Feet Assessed	Estimated Cost to Clean All Pipe @ \$0.75/ft	Estimated Feet Requiring Cleaning (Score<4)	Estimated Cost to Clean All Pipe @ \$0.75/ft	Estimated Cost for Acoustic Assessment	Total Cost Saved After Assessment
350,000	\$ 262,500	24,500	\$ 18,375	\$ 56,000	\$ 188,125

# Magna Water District SL-RAT Assessment Summary 2022

## City Assessment Map



## Measurement Totals

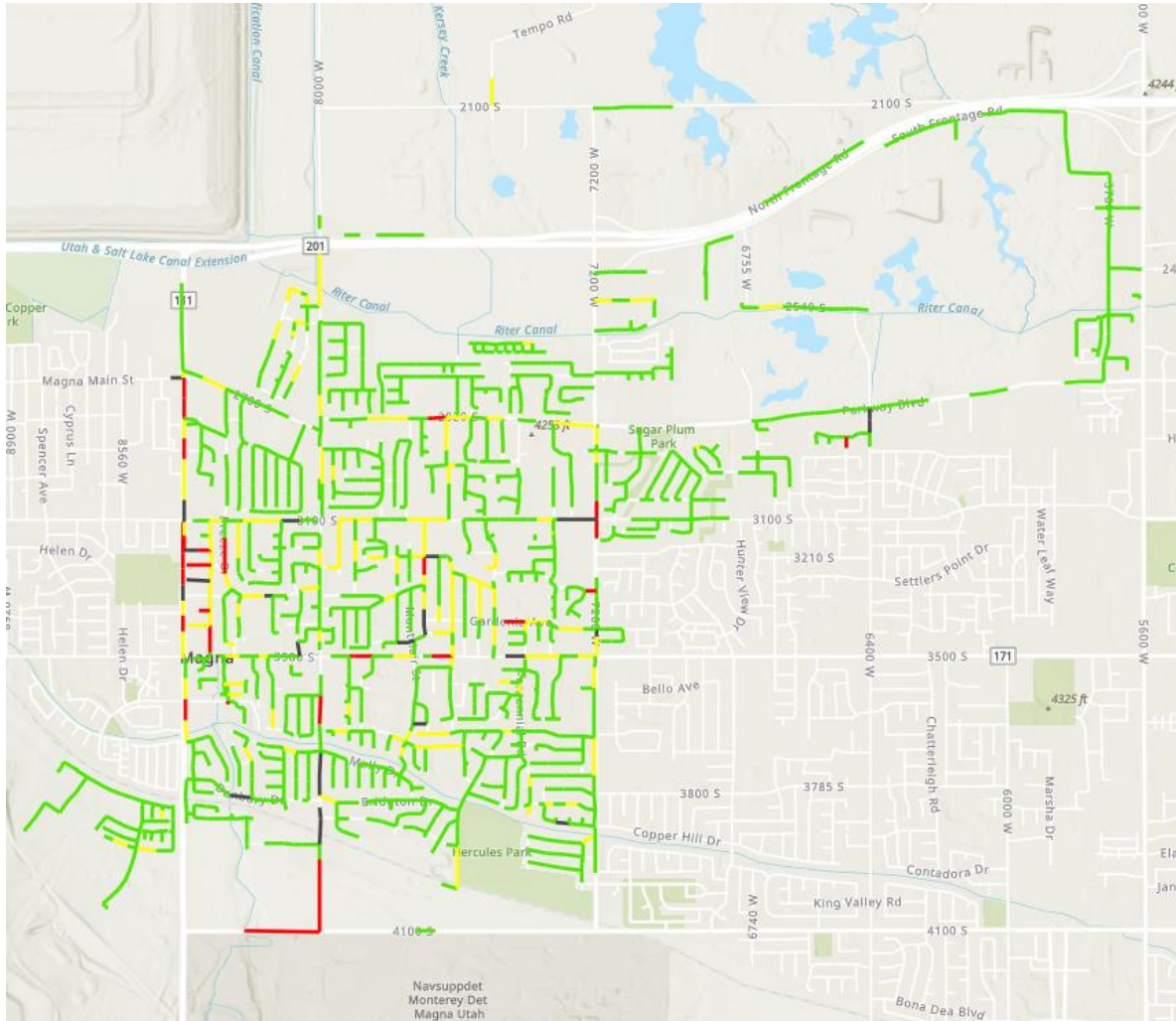


## Benefit Summary

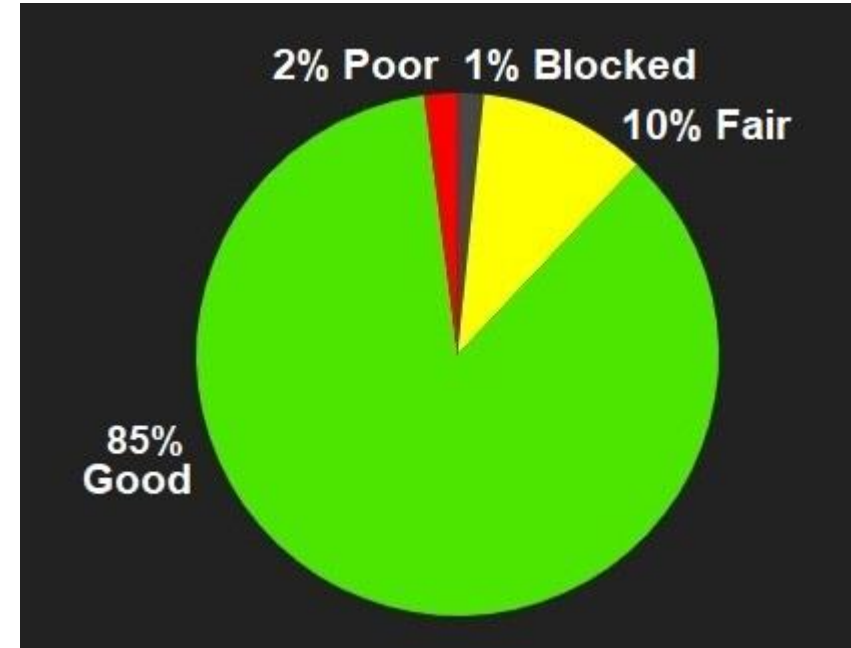
Total Feet Assessed	Estimated Cost to Clean All Pipe @ \$0.45/ft	Assessed Footage Requiring Cleaning (Score<5)	Estimated Cost to Clean Low Score Pipe @ \$0.60/ft	Cost for Acoustic Assessment	Total Cost Saved After Assessment
<b>317,951</b>	<b>\$143,078</b>	<b>28,065</b>	<b>\$ 16,839</b>	<b>\$ 57,231</b>	<b>\$ 69,008</b>

# Magna Water District SL-RAT Assessment Summary 2023

## City Assessment Map



## Measurement Totals

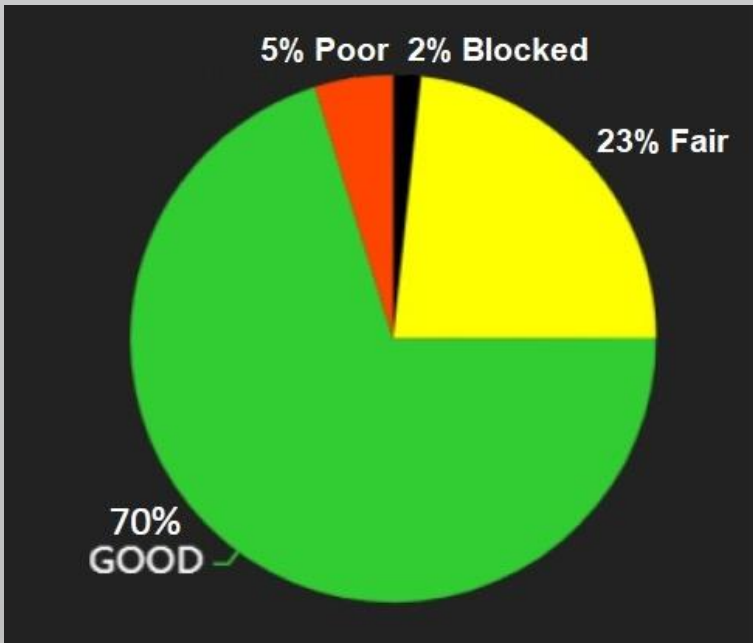


## Benefit Summary

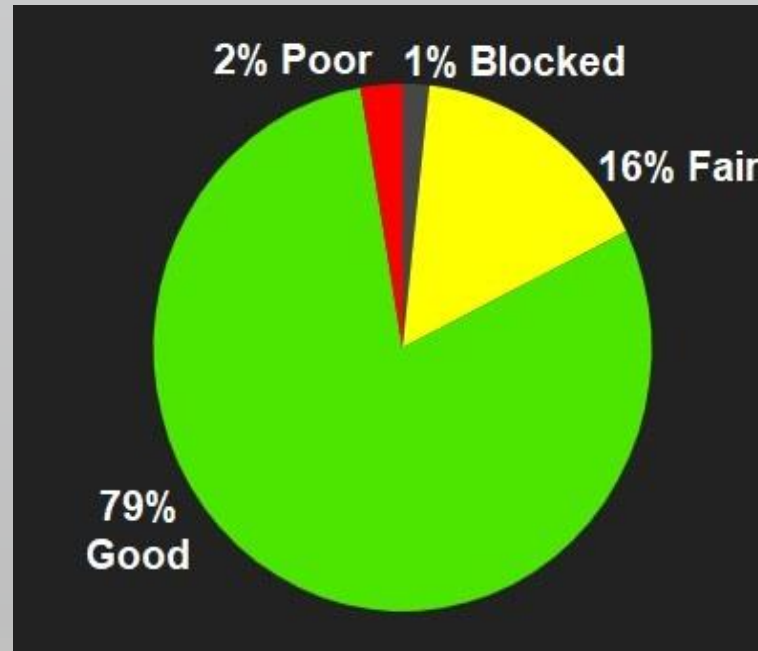
Total Feet Assessed	Estimated Cost to Clean All Pipe @ \$0.45/ft	Assessed Footage Requiring Cleaning (Score<5)	Estimated Cost to Clean Low Score Pipe @ \$0.60/ft	Cost for Acoustic Assessment	Total Cost Saved After Assessment
<b>341,842</b>	<b>\$153,829</b>	<b>27,618</b>	<b>\$ 16,571</b>	<b>\$ 61,532</b>	<b>\$ 75,727</b>

# Year - Over - Year Improvement

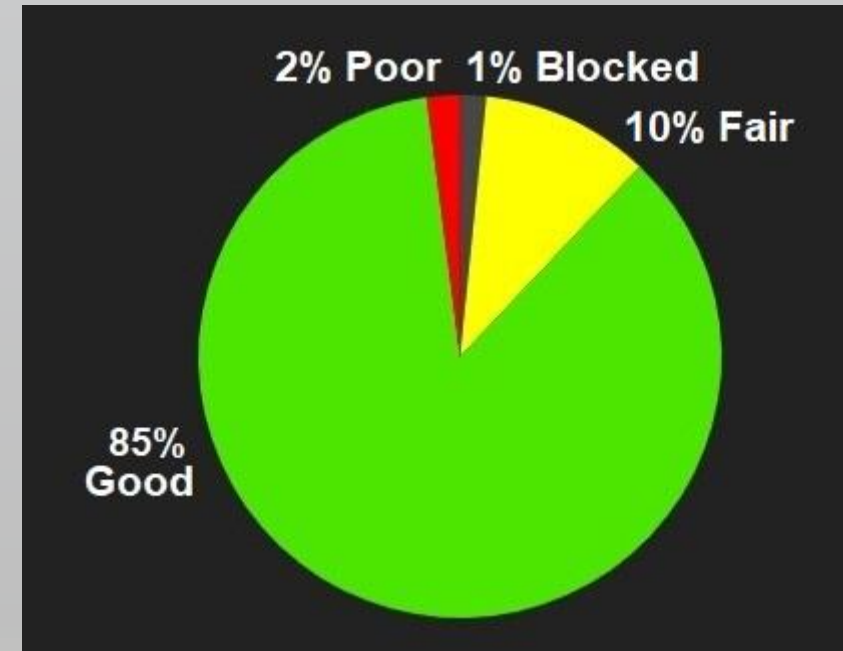
**2021**



**2022**



**2023**



**CONTROLLER/  
CLERK REPORT**

# COMPLIANCE OF LEGAL REQUIREMENTS AND INTERNAL POLICIES CHECK LIST

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Posting of Annual Schedule of Regular Board Meetings	1/7/2023	1st Monday in January	1/1/2024
Adoption of District's Annual Tentative Budget	10/20/2022	11/30/2022	
Annual Certification and Filing of Budget with State Auditor	12/5/2022	12/31/2023	12/31/2024
Annual Filing of Impact Fees Report with State Auditor	2/23/2023	3/31/2022	3/31/2024
Annual Filing of Financial Statements with State Auditor	6/29/2022	6/30/2022	6/30/2023
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/30/2023	3/31/2023	3/31/2024
Quarterly Budget to Actual Reports provided to Board of Trustees			
1st Quarter	5/11/2023	May	May-23
2nd Quarter	8/11/2022	August	Aug-23
3rd Quarter	11/9/2022	November	Nov-23
4th Quarter	2/9/2023	February	Feb-24
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website			
1st Quarter	4/30/2023	May	May-23
2nd Quarter	8/11/2022	August	Aug-23
3rd Quarter	11/9/2022	November	Nov-23
4th Quarter	1/30/2023	01/31/2023	Jan-24
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
WWTP Annual Biosolids Report to State	1/16/2023	2/28/2023	2/28/2024
OSHA 300 Report - Posted & Submitted	1/23/2023	2/1/2023	2/1/2024
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/15/2022	30 days after information has changed	1/1/2024
Semi-annual Report to State Money Management Council			
June 30 Report	7/8/2022	July 31	7/31/2023
December 31 Report	1/30/2023	January 31	1/31/2024
File statement with Division of Corporations re: receipt of notice of claim	1/28/2023	January	1/31/2024
File with Registry of Lieutenant Governor	4/11/2023	A year from the last filing	4/11/2024

Disclosure regarding responsibility of homeowner to repair retail water line	7/1/2022	Annually	2023
Water Use Report	3/13/2022	March 31	3/31/2023
<b>Municipal Wastewater Planning Program Report</b>	<b>4/20/2023</b>	<b>April 15</b>	<b>4/20/2023</b>
Publish Consumer Confidence Report	7/1/2022	Every July 1	7/1/2023
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Copies of "Robert's Rules of Order"	ongoing	ongoing	ongoing
<p>(b) Subject to Subsection (3)(3), a board of trustees shall:</p> <p>(i) adopt rules of order and procedure to govern a public meeting of the board of trustees;</p> <p>(ii) conduct a public meeting in accordance with the rules of order and procedure described in Subsection (3)(b)(i); and</p> <p>(iii) make the rules of order and procedure described in Subsection (3)(b)(i) available to the public:</p> <p>(A) at each meeting of the board of trustees; and</p> <p>(B) on the local district's public website, if available</p>			
Annual Employee Training		Annually within 90 calendar days	3/31/2023
<b>Sexual Harassment &amp; Discrimination</b>	<b>5/31/2023</b>	<b>Annually</b>	<b>5/31/2024</b>
Tuition Assistance Program		During Hiring Onboarding	
<b>Fraud Awareness Training</b>		<b>Annually</b>	
Ethical Behavior	7/26/2023	Annually	7/31/2024
Preventing Violence in the Workplace	6/28/2023	Annually	6/30/2024
Annual Trustee Training			
Open and Public Meetings Act	Nov-22	Annually	
Utah Public Officers' and Employees' Ethics Act	Nov-22	Annually	
New Trustee Special and Local District training Course	6/28/2022	Within one year of Office	2023
<b>Conflict of Interest Annual certification</b>		<b>Annually within 90 calendar days</b>	<b>3/31/2023</b>
Employee Performance Evaluations	11/30/2022	Annually	11/30/2023
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/14/2022	June 30 of following year	12/31/2023
GRAMA Training Annual for Records Officer	4/9/2023	Annually	4/9/2024
Appoint A Board Chair Person Annually	1/19/2023	January Regular Board Meeting	Jan-24
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing

Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Website, District website, and district office and within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.

Ongoing

Ongoing

Review Insurance/Bonding Requirements

Annually

2023

Review Fund Balance Limitation

Annually

2023



# Fillable Forms

On Magna Water District Website



# Magna Water District

*Delivering Quality Water and Sewer Service is Our Priority!*

[Home](#)

[Customer Service](#) ▼

[Forms & Reports](#) ▼

[News & Notices](#) ▼

[Resources](#) ▼

## New Service Request

### Welcome to the Magna Water District Community!

Please contact our office by phone -or- see below for the Service Application and Agreement to apply for service.

We look forward to serving your water needs.

For water and sewer or secondary water service click below. You will need proof of identity, such as driver's license, and proof of ownership such as the deed to your property. Please have these ready before beginning the application.

Secondary water is not available throughout the entire District. If you know you have a secondary water meter, please fill out both applications.

[Water & Sewer Service Application](#)

[Secondary Water Service Application](#)

## Application and Agreement for Water and Sewer Service Magna Water District

<b>Owner's Name *</b>		<b>Spouses Name</b>	
Owners Name (if business list ALL owners) As Shown on Deed		Spouses Name	
<b>Corporation or Business Name/Owner</b>		<b>Name of Registered Agent</b>	
Corporation Name (if applicable)		Name of Registered Agent (must provide proof)	
<b>Address of Property to be Served *</b>		<b>City *</b>	<b>State *</b>
Address of Property to be Served		City	State
<b>Parcel #</b>	<b>Closing Date*</b>	<b>Date Occupied</b>	<b>Proof of Ownership</b>
Parcel Number	Closing Date	Date Occupied	Proof of Ownership Provided
<b>Email Address *</b>		<b>Cell Phone *</b>	<b>Other Telephone*</b>
Email Address		Cellphone Number	Other Telephone
			(Please check one below)
			<input type="checkbox"/> Principle Residence
			<input type="checkbox"/> Rental Property
			<b># of units</b>
			No. Of Units
<input type="checkbox"/> I authorize Magna Water District to send text notification of any emergency information and general news to my cell phone or email address above			
<b>Address to where the monthly bill shall be mailed if different</b>			
Address to where the monthly bill shall be mailed if different than the property to be serviced			
<b>SSN of Applicant *</b>	<b>DOB of Ap...*</b>	<b>DL # of Applicant *</b>	<b>Spouses SSN</b>
Social Security Number	Date of Birth	Drivers License Number	Spouse's SSN
		<b>Spouses D...</b>	<b>Spouses DL #</b>
		Spouse's DOB	Spouse's DL No.
<b>Previous Address *</b>		<b>Employer Name *</b>	
Previous Address		Employer Name	
		<b>Employer Address *</b>	<b>Work Telep...</b>
		Employer's Address	Work No.

List number of adults living at service address and number of children: (used for water use evaluations)

<b># of Adults *</b>	<b># of Children *</b>
----------------------	------------------------

**START**

The applicant hereby authorizes the District to conduct one or more credit checks and to contact any references or contacts listed below concerning Applicant and this account.

Nearest Living Relatives:

**Nearest Living Relative/Address/Phone/Relationship \***

Name/Address/Phone No./Relationship

In order to obtain service, each customer must agree to be governed by the District's Rules and Regulations. Property owners must allow District access to all meters, lines and facilities.

The property Owner/Applicant is liable for all water and sewer bills for the above described property including the bills for any and all rental units thereon. Magna Water District reserves the right to terminate the water, secondary water, and/or sewer services provided to any or all units covered by this Application. Accounts will be considered delinquent 30 days after billing date. The Applicant agrees to pay interest on all past due amounts at the rate of 18% per annum and to pay all costs of collection including reasonable attorney fees.

The Owner is responsible for the proper maintenance and repair of water service lines from the customer side of the meter box to the owner's property. The Owner is responsible for proper maintenance and repair of water lines from the owner's property to the point where the connection is made to the water main line. The Applicant is responsible for proper maintenance and repair of sewer lines from the point where the connection is made to the sewer main line.

**v Date Field \***

Date

**Signature Field \***

Owner's Signature

**Please Print Signature \***

Please Print Signature

**Please attach Proof of Identification  \***

**Please attach Proof of Ownership/Deed  \***



## Magna Water District

*Delivering Quality Water and Sewer Service is Our Priority!*

[Home](#)

[Customer Service](#) ▼

[Forms & Reports](#) ▼

[News & Notices](#) ▼

[Resources](#) ▼

## Final Assessment Requests

Please see below the link to submit a final assessment request. A 24-hour turn around should be expected.

[Final Assessment Request Form](#)



START



# MAGNA WATER DISTRICT

8885 W 3500 S, MAGNA, UT 84044

TELEPHONE: 801-250-2118

## FINAL ASSESMENT FORM

PLEASE FILL IN ALL APPLICABLE SPACES:

Date

Tax Parcel #

Property Address

Person(s) Selling Property or Refinancing

Is this a refinance?  yes  no

Closing Date & Time

Estimate Final Charges Through this Date

Requestor's Company Name

Requestor's Name

Requestor's Telephone #

Requestor's Email Address

To submit this request, please email the filled-out form to [billing@magnawater.com](mailto:billing@magnawater.com). We will return the form to the email address provided above. Please do not fax, email is preferred.

### ACCOUNT CERTIFIED

This account has been certified with Salt Lake County, (a lien has been placed on the property). The amount of the certification is \$ \_\_\_\_\_. Please **DO NOT** pay Magna Water District this amount, it needs to be paid direct to Salt Lake County.

If there is an amount due in the box above, and an amount in the box below, there needs to be separate checks cut, one to Salt Lake County for funds that are certified, and one to Magna Water District for the amount below.

### MAGNA WATER DISTRICT RESPONSE

**PENDLETON  
GROVE**



BOARD OF TRUSTEES  
Mick Sudbury, Chairman  
Jeff White  
Dan L. Stewart

GENERAL MANAGER  
Clint Dilley, P.E.

March 30, 2023

Clint Dilley, P.E.  
Magna Water District  
8885 West 3500 South  
P.O. Box 303  
Magna, UT 84044

**Subject: Pendleton Grove Phase 2 – Water & Sewer Availability**

Clint,

We have completed our preliminary review of the proposed Pendleton Grove Phase 2 located at 3027 South 8400 West. This development is adding three residential lots to the existing Pendleton Grove subdivision. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

WATER	Water service is available near the development. There is an 8-inch water line located in Jayne Crest Circle, north of the proposed lots.
SEWER	Sewer service is available near the development. There is an 8-inch sanitary sewer line located in Jayne Crest Circle, north of the proposed lots.
SEC WATER	Secondary water service is not currently available near the development. There is a 4-inch secondary dry water line located Jayne Crest Circle, north of the proposed lots.

RECOMMENDATIONS

WATER	Connect to the existing 8-inch water line located in Jayne Crest Circle, north of the proposed lots and extend to south end of property between lot 1 and 2. Provide water services to lots off 8-inch water line in Jayne Crest Circle.
SEWER	Connect to the existing 8-inch sewer line located in Jayne Crest Circle, north of the proposed lots and extend to south end of property between lot 1 and 2. Provide sewer services to lots off 8-inch sewer line in Jayne Crest Circle.
SEC WATER	Connect to the existing dry 4-inch secondary water line located in Jayne Crest Circle, north of the proposed lots and extend to south end of property between lot 1 and 2. Provide dry secondary water services to lots off 4-inch secondary water line in Jayne Crest Circle.

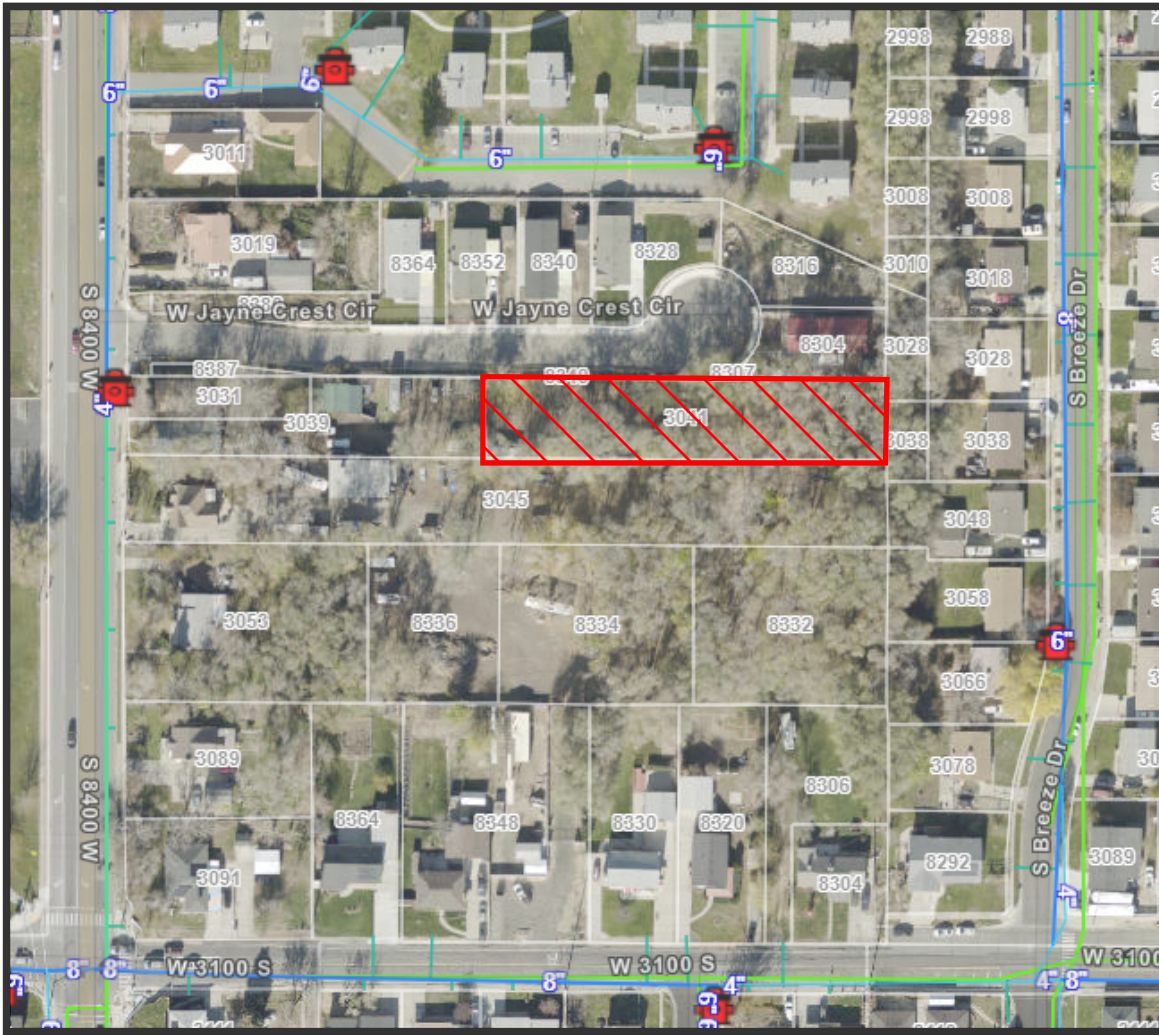


It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Andra".

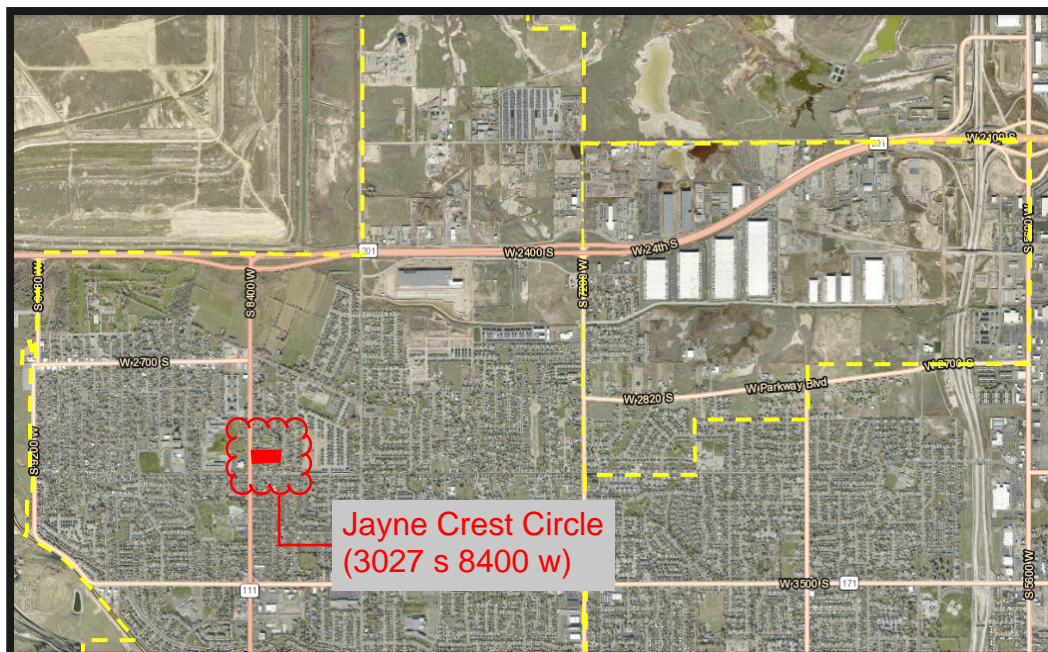
Trevor Andra, P.E.  
Magna Water District  
District Engineer



Development Name:  
PENDLTON GROVE PHASE 2

Address: 8400 West 3027 South

Number of Lots: 3



**FASTENAL**



BOARD OF TRUSTEES  
Mick Sudbury, Chairman  
Jeff White  
Dan L. Stewart

GENERAL MANAGER  
Clint Dilley, P.E.

March 30, 2023

Clint Dilley, P.E.  
Magna Water District  
8885 West 3500 South  
P.O. Box 303  
Magna, UT 84044

**Subject: Fastenal Utah Hub – Water & Sewer Availability**

Clint,

We have completed our preliminary review of the proposed Fastenal Utah Hub development located at 4100 S. 8000 W. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- WATER** Water service is available near the development. There is a 10-inch water line located in 8000 West, along the west frontage of the proposed development. There is a 10-inch water line located in 4100 South, along the south frontage of the proposed development.
- SEWER** Sewer service is available near the development. There is an 8-inch sewer line located in 8000 West, along the west frontage of the proposed development.
- SEC WATER** Secondary Water service is available near the development. There is a 12-inch secondary water line located in 4100 South, along the south frontage of the proposed development.

RECOMMENDATIONS

- WATER** Connect to the existing 10-inch water line in 8000 West and extend required water service and fire protection to the proposed development.
- SEWER** Connect to the existing 8-inch sanitary sewer line located in 8000 West and extend required sewer service to the development.
- SEC WATER** Connect to the existing 12-inch secondary water line in 8000 West and extend 8-inch secondary water line north in 8000 West along west property frontage, extend required secondary water service to the proposed development.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Andra".

Trevor Andra, P.E.  
Magna Water District  
District Engineer



Development Name:  
FASTENAL UTAH HUB

Address: 4100 South 8000 West

Commercial Warehouse



**MAGNA 6 PLEX**



BOARD OF TRUSTEES  
Mick Sudbury, Chairman  
Jeff White  
Dan L. Stewart

GENERAL MANAGER  
Clint Dilley, P.E.

April 3, 2023

Clint Dilley, P.E.  
Magna Water District  
8885 West 3500 South  
P.O. Box 303  
Magna, UT 84044

**Subject: Magna 6 Plex – Water & Sewer Availability**

Clint,

We have completed our preliminary review of the proposed Magna 6 Plex development located at 2645 S 8900 W. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- WATER** Water service is available near the development. There is a 10-inch water line located in 8900 West, along the west frontage of the proposed development.
- SEWER** Sewer service is available near the development. There is an 8-inch sewer line located along the east property line of the proposed development approximately midway between 8850 W and 8900 W.
- SEC WATER** Secondary water service is not currently available to the development.

RECOMMENDATIONS

- WATER** Connect to the existing 10-inch water line in 8900 West and extend required water service to the proposed development.
- SEWER** Connect to the existing 8-inch sanitary sewer line located along the east property line of the proposed development approximately midway between 8850 W and 8900 W. extend required sewer service to the development.
- SEC WATER** Magna Water District has implemented a secondary water dry-line policy for all new developments approved after April 10, 2001. All new developments involving the development of outdoor watering area are required to install a secondary dry-line. This development will be required to install a dry line along the west frontage. The size of the main shall be 8-inch diameter pipe.

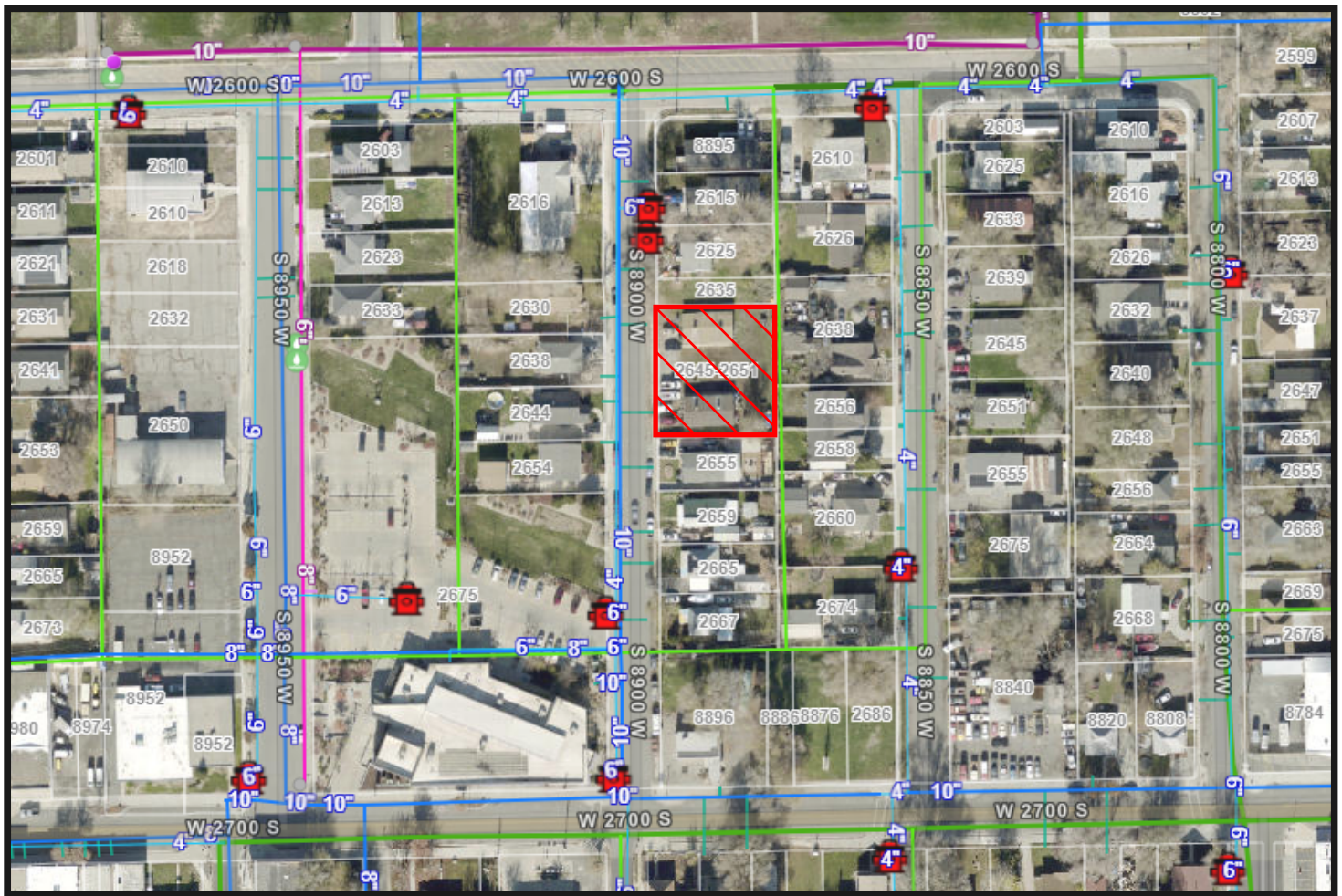


It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Andra".

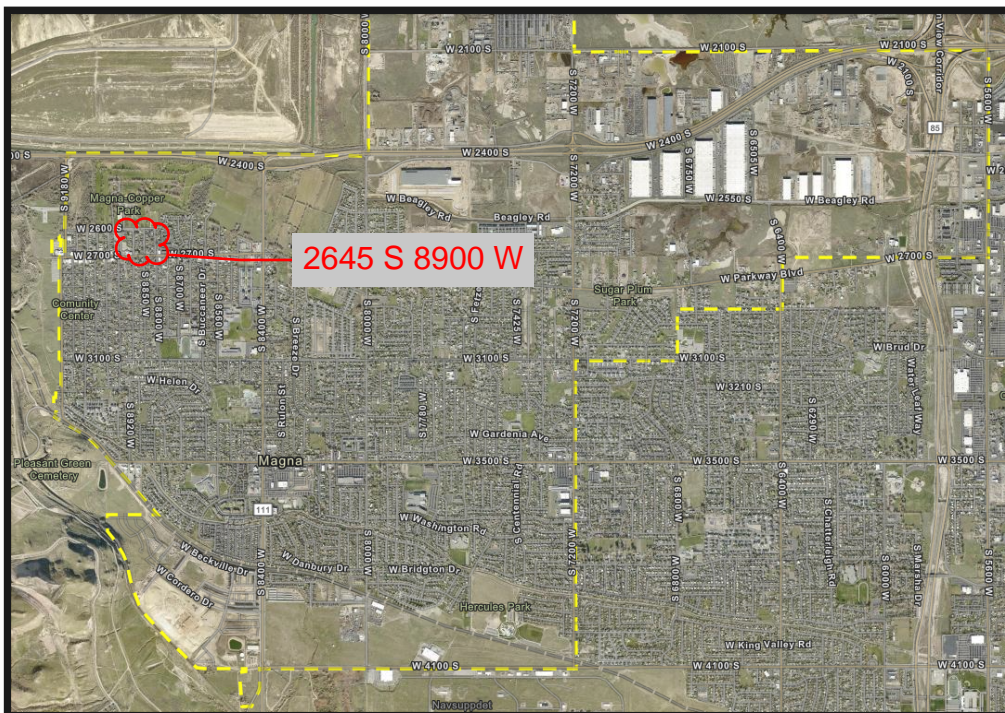
Trevor Andra, P.E.  
Magna Water District  
District Engineer



Development Name:  
MAGNA 6 PLEX

Address: 2645 South 8900 West

Multi Family - 6 Units



# **MORENO OFFICE**



BOARD OF TRUSTEES  
Mick Sudbury, Chairman  
Jeff White  
Dan L. Stewart

GENERAL MANAGER  
Clint Dilley, P.E.

April 11, 2023

Clint Dilley, P.E.  
Magna Water District  
8885 West 3500 South  
P.O. Box 303  
Magna, UT 84044

**Subject: Moreno Offices – Water & Sewer Availability**

Clint,

We have completed our preliminary review of the proposed Moreno Offices development located at 7041 W. Gates Avenue. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- |           |   |
|-----------|---|
| WATER     | Water service is available near the development. There is an 8-inch water line located in Gates Avenue, along the north frontage of the proposed development. |
| SEWER     | Sewer service is available near the development. There is an 8-inch sewer line located in Gates Avenue, along the north frontage of the proposed development. |
| SEC WATER | Secondary Water service is not available near the development.  |

RECOMMENDATIONS

- |           |  |
|-----------|--|
| WATER     | Connect to the existing 8-inch water line in Gates Avenue and extend required water service and fire protection to the proposed development.   |
| SEWER     | Connect to the existing 8-inch sanitary sewer line located in Gates Avenue and extend required sewer service to the development.   |
| SEC WATER | Magna Water District has implemented a secondary water dry-line policy for all new developments approved after April 10, 2001. All new developments involving the development of outdoor watering area are required to install a secondary dry-line. This development will be required to install an 8-inch dry line along the property frontage. In addition, a dry service lateral(s) shall be extended to the site off of the main for future connection. |

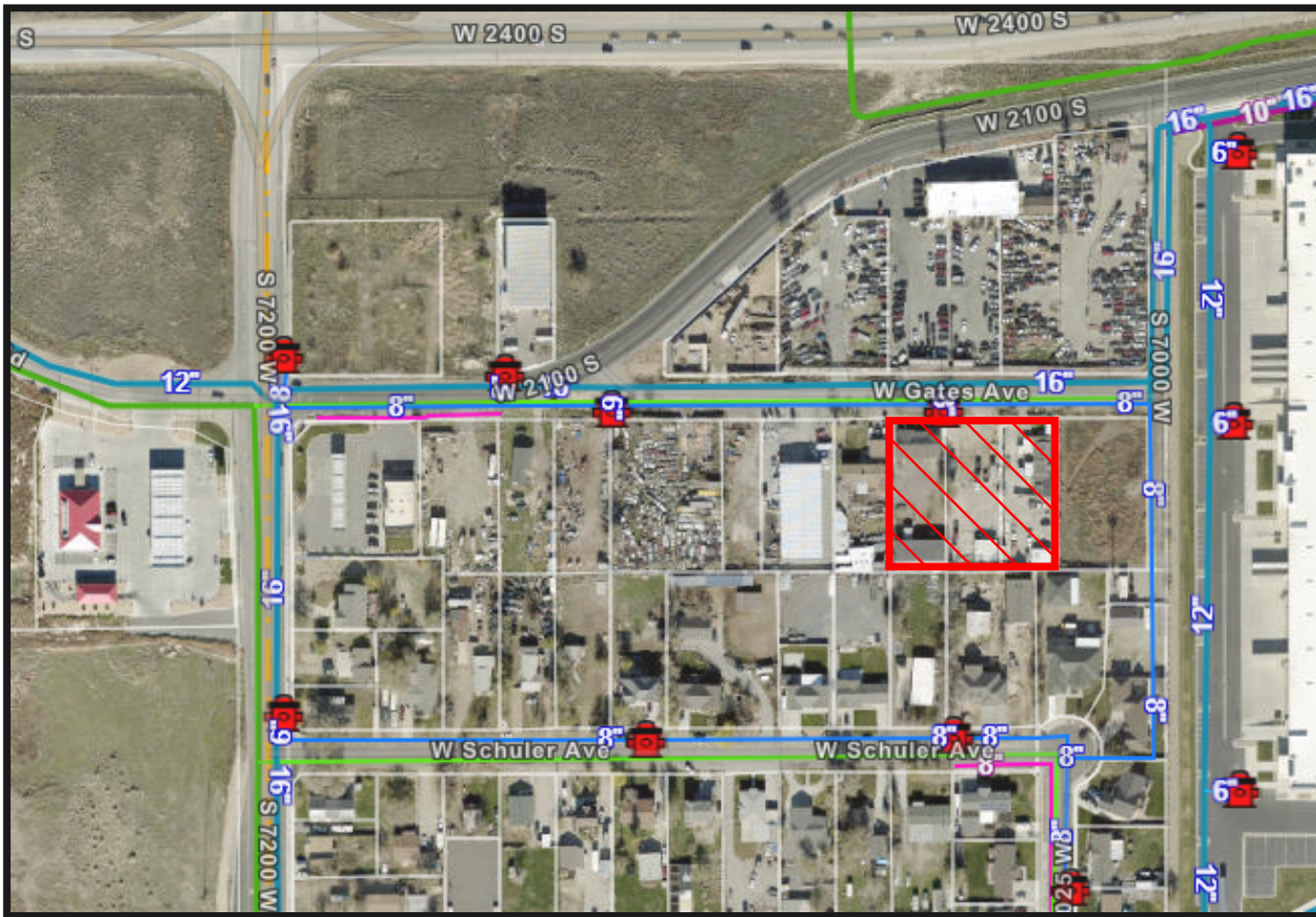
Plans showing the water and sewer lines will need to be furnished to the District by the Developer's engineer. These Plans will need to show the location of all lines, line sizes, profile of sewer, fittings, and water service connection sizes, locations and type.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trevor Andra".

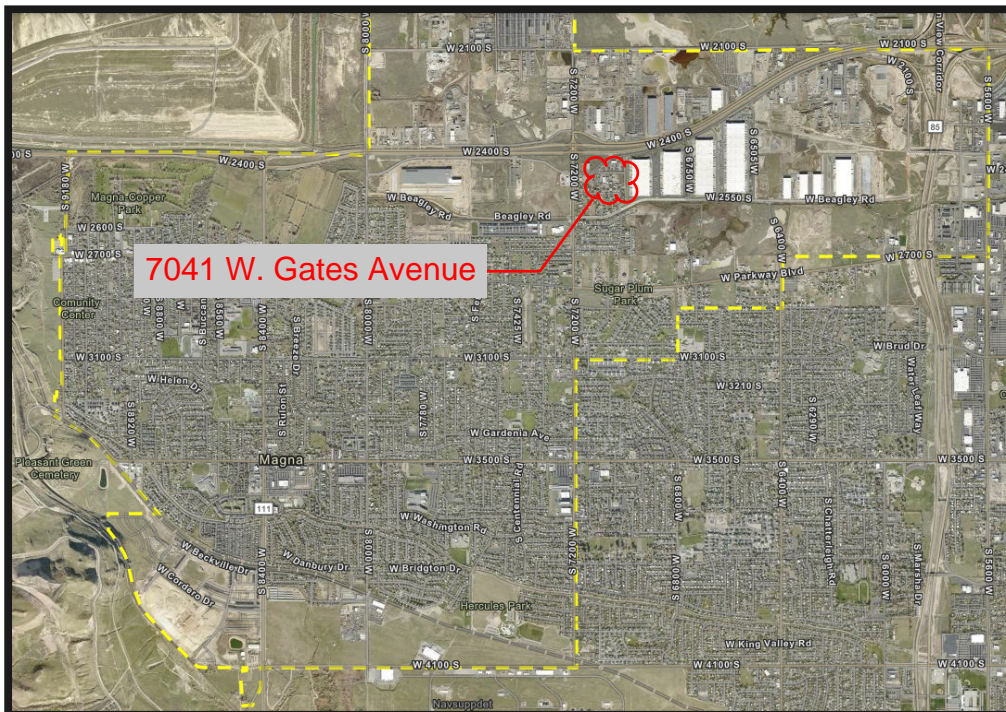
Trevor Andra, P.E.  
Magna Water District  
District Engineer



Development Name:  
MORENO OFFICES

Address: 7041 W. Gates Avenue

Unit Type - One Office Building



**EPIC**

**ENGINEERING**

**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2023-6**  
**Magna Water District**  
**Screw Press Building Expansion**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform design under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 8<sup>th</sup> day of March, 2023, for the following scope of work:

**Screw Press Building Expansion:**

1. Contract Administration
2. Design Review Meetings
3. Engineers Estimate
4. Construction Plan Set
5. Specifications
6. County Building Permit Approval (2 rounds of reviews)
7. Bidding and Award Services

The end results or product associated with this scope of work will include the following (if applicable):

1. Stamped Plan Set
2. Stamped Specifications

The proposed scope of work will be completed by December 31, 2023.

Engineering fees associated with the work will (check one):

- A) be performed for a lump sum of \$ 45,600.00 .
- B) be billed at an hourly rate, as set forth in attached Fee Schedule (Exhibit B), not to exceed without written consent \$ \_\_\_\_\_.
- C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

**"Client/Owner"**

**Epic Engineering, PC**  
**A Utah Professional Corporation**

**Magna Water and Sewer District**

**By:** \_\_\_\_\_  
**Don Olsen P.E.**  
**Principal**

**By:** \_\_\_\_\_  
**Clint Dilley P.E.**  
**General Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT "B"**

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

**EPIC ENGINEERING FEE SCHEDULE**

<b><u>Job Description</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$213.00
Associate	\$198.00
Senior Engineer	\$185.00
Project Manager	\$177.00
Project Engineer	\$150.00
Geologist	\$134.00
Senior Geotech Engineer	\$177.00
Geotech Engineer	\$134.00
Architect	\$208.00
Assistant Architect	\$136.00
Engineer w/P.E.	\$137.00
Engineer w/F.E.	\$125.00
Engineer Technician	\$ 91.00
Senior Planner	\$176.00
Planner	\$129.00
Intern Planner	\$ 91.00
Interior Designer	\$120.00
Design Tech	\$136.00
Sr. Cadd Technician	\$125.00
Cadd Tech	\$114.00
Junior Cadd Tech	\$101.00
Licensed Surveyor	\$160.00
Project Surveyor	\$142.00
Survey Office Tech	\$130.00
1 Man Survey Crew	\$160.00
2 Man Survey Crew	\$217.00
3 Man Survey Crew	\$262.00
Construction Manager	\$188.00
BIM Specialist	\$150.00
Special/Building Inspector	\$114.00
Sr. Engineering Inspector	\$106.00
Sr. Field Technician	\$ 96.00
Field Technician	\$ 77.00
Material Technician	\$ 86.00
Clerical	\$ 77.00
Finance Charge	18%

Copies :

- A. B&W 8½ X 11  
\$ 0.18 per printed page
- B. Color 8½ X 11  
\$ 0.57 per printed page
- C. B&W 11 X 17  
\$ 0.24 per printed page
- D. Color 11 X 17  
\$ 1.15 per printed page
- E. Regular 24 X 36  
\$ 3.50 per sheet
- F. Velum 24 X 36  
\$ 12.00 per sheet
- G. Mylar 24 X 36  
\$ 30.00 per sheet
- H. Regular 34 X 44  
\$ 12.50 per sheet
- I. Velum 34 X 44  
\$ 24.00 per sheet
- J. Mylar 34 X 44  
\$ 60.00 per sheet

**Note: Irregularly sized paper will be round up to the next size**

**Shipping & Contract Services are billed at cost plus 10%.**

**Indirect Expenses**

Mileage

**Rate**

\$ 0.72 per mile\*

\*Mileage rate will be adjusted according to IRS mileage reimbursement rate.  
(Fee Schedule applicable through December 31, 2023)

# SCREW PRESS BUILDING EXPANSION

## Scope of Work and Budget Analysis Design

Prepared by Epic Engineering P.C.  
3/7/2023

Design Cost: \$45,600.00



Task No.	Description	Hours	Cost	Principal Engineer	Project Manager I	Engineer P.E. II	Engineer F.E. II	Clerical
				\$213.00	\$177.00	\$137.00	\$125.00	\$77.00
<b>100</b>	<b>Project Administration and Coordination</b>							
101	Contract Administration	5.0	\$721.00	1.0	2.0			2.0
102	Meetings with client	20.0	\$3,364.00	4.0	8.0	8.0		
103	QA/QC Reviews	18.0	\$3,546.00	10.0	8.0			
104	Engineers Estimate	15.0	\$2,115.00	1.0	2.0	4.0	8.0	
105	Coordination with County building department	14.0	\$1,902.00		2.0	4.0	8.0	
	<b>SUB-TOTAL</b>	<b>72.0</b>	<b>\$11,648.00</b>	<b>16.0</b>	<b>22.0</b>	<b>16.0</b>	<b>16.0</b>	<b>2.0</b>
	<b>Indirect Costs</b>		<b>\$652.00</b>					
	<b>TOTAL for Task 100</b>		<b>\$12,300.00</b>					
<b>200</b>	<b>Building Design</b>							
201	Cover Sheet	7.0	\$939.00		1.0	1.0	5.0	
202	Site Plan	20.5	\$2,782.50	0.5	2.0	6.0	12.0	
203	Demolition Plan	7.5	\$1,109.50	0.5	2.0	2.0	3.0	
204	Floor Plan	23.0	\$3,243.00	1.0	4.0	6.0	12.0	
205	Building Elevations & Sections Views	24.0	\$3,380.00	1.0	4.0	7.0	12.0	
206	Foundation Plan & Detail Sheets	24.0	\$3,340.00	1.0	3.0	8.0	12.0	
207	MEP Floors Plans & Details Sheets	25.0	\$3,653.00	3.0	3.0	9.0	10.0	
208	Typical Details	7.0	\$1,039.00	1.0	1.0	2.0	3.0	
209	Lighting Plan, Single Line Diagram, P&ID Door Controls	14.0	\$2,054.00	2.0	2.0	2.0	8.0	
210	Permitting authorities approvals	7.0	\$951.00		1.0	2.0	4.0	
211	Final design bid documents	10.0	\$1,554.00	2.0	2.0	2.0	4.0	
212	Submit final drawings (response to city comments and resubmittal)	9.0	\$1,341.00	1.0	2.0	2.0	4.0	
	<b>SUB-TOTAL</b>	<b>178.0</b>	<b>\$25,386.00</b>	<b>11.0</b>	<b>18.0</b>	<b>34.0</b>	<b>57.0</b>	<b>0.0</b>
	<b>Indirect Costs</b>		<b>\$1,514.00</b>					
	<b>TOTAL for Task 200</b>		<b>\$26,900.00</b>					
<b>300</b>	<b>Bidding &amp; Award</b>							
301	Bid advertising	6.5	\$850.50		0.5	1.0	5.0	
302	Pre-bid meeting	8.0	\$1,128.00		2.0	2.0	4.0	
303	Bidder questions/clarification	7.0	\$1,039.00	1.0	1.0	2.0	3.0	
304	Addenda	8.5	\$1,270.50	1.5	1.0	2.0	4.0	
305	Bid reviews & award recommendation	5.5	\$725.50		0.5	1.0	4.0	
306	Confirmed plans & contract documents	7.5	\$1,057.50	0.5	1.0	2.0	4.0	
	<b>SUB-TOTAL</b>	<b>43.0</b>	<b>\$6,071.00</b>	<b>3.0</b>	<b>6.0</b>	<b>10.0</b>	<b>24.0</b>	<b>0.0</b>
	<b>Indirect Costs</b>		<b>\$329.00</b>					
	<b>TOTAL for Task 300</b>		<b>\$6,400.00</b>					
<b>MAN-HOUR / TASK COST TOTALS</b>		<b>293.0</b>	<b>\$45,600.00</b>	<b>30.0</b>	<b>46.0</b>	<b>60.0</b>	<b>97.0</b>	<b>2.0</b>

# **C&L WATER SOLUTIONS**

12249 Mead Way, Littleton, CO 80125  
303.791.2521 phone 303.791.2524 fax

1178 West 17th Street, Marriott-Slaterville, UT 84404  
303.791.2521 phone 303.791.2524 fax



## Proposal

**DATE:** 3/29/2023  
**CUSTOMER NAME:** Magna Water  
**ATTN:** Clint Giles  
**JOB NAME:** Rulon St. and Mix Ave, 3150 S 8700 W

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1 Mobilization	1	LS	\$5,915.00	\$5,915.00
2 Rulon St. and Mix Ave. 8" CIPP	435	LF	\$68.00	\$29,580.00
3 3150 S. 8700 W. 8" CIPP	270	LF	\$77.00	\$20,790.00

**BID TOTAL** **\$56,285.00**

### NOTES:

**Item Includes:** Mobilization, pre and post CCTV and cleaning (non PACP), bypass pumping, traffic control, all labor, equipment and material necessary to complete the work.

**Item Excludes:** Construction water source, permitting of any kind, excavation of any kind, pipe beyond trenchless repair, cleaning of heavy sediment or debris larger than baseball size and inclement weather preventing work.

### TERMS & CONDITIONS:

100% due and payable on the 10th of the month following billing date

Price good for 30 days from date of proposal

If C&L Water Solutions, Inc performs the above work, or any part thereof, including change orders, for the undersigned or his agent and litigation ensues for its payment: the undersigned will pay the debt plus all of collection, including interest at a rate of 18% per annum and attorneys fees.

**SIGNATURE:** \_\_\_\_\_  
**C & L WATER SOLUTIONS, INC.**

**DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**CUSTOMER APPROVAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**AE2S**



April 10, 2023

Clint Dilley  
General Manager  
8885 West 3500 South  
Magna, UT 84404

**RE: Letter Agreement Between Client and AE2S  
Magna Water District – Strategic Funding Services**

Dear Clint Dilley, P.E.:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render professional services (Assignment) to Magna Water District (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

### **Scope of Basic Services**

AE2S shall provide on-call support services related to Federal and State funding opportunities and other federal programs, which is anticipated to include the following key tasks:

- Monitor and identify Federal and State funding opportunities as directed by CLIENT; which are anticipated to include, but are not limited to, the following:
  - Community Project Funding (CPF) and/or Congressionally Directed Spending;
  - Other funding opportunities as they are developed and funded through the Infrastructure Investment and Jobs Act (IIJA) and the Inflation Reduction Act (IRA)
  - Drinking Water Revolving Loan Fund
    - Including potential funding specific to lead line replacements, programmatic application for financing and principal forgiveness, disadvantaged communities.
  - Clean Water Revolving Loan Fund
  - Community Impact Board
  - Utah Secondary Meter Grant Funding
  - Bureau of Reclamation WaterSmart Drought Resiliency grant programs
- Provide recommendations and strategies for the pursuit of funding;
- Coordinate with congressional offices on new maturing federal programs, Other services as requested by the CLIENT.

### **Additional Services**

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B.

**CLIENT'S Responsibilities**

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.
2. Provide relevant information regarding requirements for the Assignment. AE2S shall be entitled to use and rely upon all information provided by CLIENT or others in performing AE2S's services under this Agreement.
3. Provide access to the relevant site sufficient for AE2S to perform its services under this Agreement.
4. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

**Fees**

AE2S shall render services under this Agreement on an hourly basis in accordance with the Hourly Fee Schedule attached as Exhibit B not to exceed \$30,000 without written authorization from CLIENT, plus reimbursement for all project related expenses.

**Performance Schedule**

AE2S shall use commercially reasonable efforts to complete Basic Services within a reasonable time period.

**Contract Documents**

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B - Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

**AE2S Designated Representative**

Rocky Schneider

Magna Water District

**RE: Letter Agreement for Strategic Funding Services**

4/10/23

Page 3 of 3

3400 N. Ashton Blvd Ste 105

Lehi, UT 84043

Rocky.Schneider@ae2s.com

Phone: 801.331.8489 Cell: 701-306-4505

**AE2S**

Sincerely,



Sam Fankhauser, PE

**CLIENT**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_



## Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
  - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
  - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Hazardous Environmental Conditions**

It is acknowledged by both parties that AE2S's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event AE2S or any other party encounters a Hazardous Environmental Condition, AE2S may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that AE2S is performing professional services for CLIENT and that AE2S is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with AE2S's activities under this Agreement.
9. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
10. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
11. **Use of Electronic Media**
  - a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the AE2S. Files in electronic media format of text, data, graphics, or of other types that are furnished by AE2S to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
  - b. When transferring documents in electronic media format, AE2S makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by AE2S at the beginning of this Assignment.
  - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
  - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any

errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. AE2S shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

12. **Contractors**  
AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.
13. **Force Majeure**  
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
14. **No Third Party Beneficiaries**  
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
15. **Assignment**  
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
16. **Binding Effect**  
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
17. **Severability and Waiver of Provisions**  
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
18. **Survival**  
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
19. **Headings**  
The headings used in this Agreement are for general reference only and do not have special significance.

20. **Controlling Law**  
This Agreement is to be governed by the law of the State of Utah without regard to its conflicts of laws principles.
21. **Notices**  
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address shown herein and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
22. **Executed in Counterparts**  
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

**This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated April 10, 2023.**

**Hourly Fee and Expense Schedule**

---

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

**Labor Rates\***

Administrative 1	\$65.00		
Administrative 2	\$79.00		
Administrative 3	\$95.00		
Communications Specialist 1	\$105.00	I&C Assistant	\$100.00
Communications Specialist 2	\$122.00	I&C 1	\$148.00
Communications Specialist 3	\$141.00	I&C 2	\$175.00
Communications Specialist 4	\$170.00	I&C 3	\$198.00
Communications Specialist 5	\$187.00	I&C 4	\$210.00
		I&C 5	\$220.00
Construction Services 1	\$125.00	IT 1	\$130.00
Construction Services 2	\$153.00	IT 2	\$175.00
Construction Services 3	\$170.00	IT 3	\$215.00
Construction Services 4	\$188.00		
Construction Services 5	\$208.00	Land Surveyor Assistant	\$95.00
Engineering Assistant 1	\$85.00	Land Surveyor 1	\$115.00
Engineering Assistant 2	\$99.00	Land Surveyor 2	\$139.00
Engineering Assistant 3	\$125.00	Land Surveyor 3	\$157.00
Engineer 1	\$135.00	Land Surveyor 4	\$173.00
Engineer 2	\$162.00	Land Surveyor 5	\$190.00
Engineer 3	\$190.00	Operations Specialist 1	\$100.00
Engineer 4	\$220.00	Operations Specialist 2	\$125.00
Engineer 5	\$235.00	Operations Specialist 3	\$155.00
Engineering Technician 1	\$84.00	Operations Specialist 4	\$177.00
Engineering Technician 2	\$105.00	Operations Specialist 5	\$199.00
Engineering Technician 3	\$126.00	Project Coordinator 1	\$116.00
Engineering Technician 4	\$141.00	Project Coordinator 2	\$130.00
Engineering Technician 5	\$161.00	Project Coordinator 3	\$145.00
Financial Analyst 1	\$112.00	Project Coordinator 4	\$160.00
Financial Analyst 2	\$127.00	Project Coordinator 5	\$180.00
Financial Analyst 3	\$153.00	Project Manager 1	\$205.00
Financial Analyst 4	\$167.00	Project Manager 2	\$225.00
Financial Analyst 5	\$186.00	Project Manager 3	\$240.00
GIS Specialist 1	\$105.00	Project Manager 4	\$254.00
GIS Specialist 2	\$127.00	Project Manager 5	\$272.00
GIS Specialist 3	\$150.00	Project Manager 6	\$284.00
GIS Specialist 4	\$168.00	Sr. Designer 1	\$178.00
GIS Specialist 5	\$187.00	Sr. Designer 2	\$198.00
		Sr. Designer 3	\$212.00
		Sr. Financial Analyst 1	\$210.00
		Sr. Financial Analyst 2	\$230.00
		Sr. Financial Analyst 3	\$250.00
		Technical Expert 1	\$325.00
		Technical Expert 2	Negotiable

**Reimbursable Expense Rates**

Transportation	\$0.75/mile
Survey Vehicle	\$0.95/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$250.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

\* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

# **CCTV EQUIPMENT**

# Quotation

**Subsite**  
**1950 West Fir Avenue**  
**Perry, OK 73077**  
**Phone No : 1-800-846-2713**

Information	
<b>Quotation No.</b>	20194990
<b>Document Date</b>	02/27/2023
<b>Customer No.</b>	5010686
<b>Dealership</b>	
<b>PO</b>	TRANSTAR TRAKSTAR & PARTS
<b>Created by</b>	Chance Deason
<b>Inco Terms:</b>	EXW PERRY, OK

Sold-to Party Address
MAGANA WATER DISTRICT CLINT GILES 8885 W 3500 S MAGNA UT 84044-1648

**Quote Valid until : 05/31/2023**

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.SUBSITE.COM**

Quotation Details				
Qty	Material Description	Unit Price	Discount	Amount
1EA	TRANSTAR - Transtar With the following configuration: Elevator Yes Transport Acc1/4 Spacer Kit Transport Acc6" Pneumatic Transport Acc8" Pneumatic Transport AccAccessory Kit With Elevator Transport AccBalloon Knobby Transport AccFloor Mounting Bracket Transport AccGear Reduction Transport AccHigh Traction Caster TS Transport AccMega Trak Kit Transport AccPole Lift	29,588.29		29,588.29
1EA	TRAKSTAR - Trakstar With the following configuration: Camera Connection Type 4 Pin Vertical Pan No Inclination No Laser Crack Measurement No	17,965.50		17,965.50
1EA	863-37447 - ASSY,CNTRLR,AUX,ZOOM CAMERA,DES KTOP,DUAL	1,461.92		1,461.92

**Confidentiality Notice:**

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-846-2713 to arrange for return of the document.

# Quotation

**Subsite**  
**1950 West Fir Avenue**  
**Perry, OK 73077**  
**Phone No : 1-800-846-2713**

### Sold-to Party Address

MAGANA WATER DISTRICT  
 CLINT GILES  
 8885 W 3500 S  
 MAGNA UT 84044-1648

### Information

**Quotation No.** 20194990  
**Document Date** 02/27/2023  
**Customer No.** 5010686  
**Dealership**  
**PO** TRANSTAR TRAKSTAR & PARTS  
**Created by** Chance Deason  
**Inco Terms:** EXW PERRY, OK

### Quote Valid until : 05/31/2023

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.SUBSITE.COM](http://WWW.SUBSITE.COM)**

Page 2 of 2

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	806-31522 - ASSY,CBL,SINCN,6 PIN FEM(RKM)3 PIN,1500'	5,610.03		5,610.03
1EA	440-32401 - PULLEY,IDLER,V-BELT,.5" W X 7.5 "OD,W/BEA	78.56		78.56
1EA	867-13684 - ASSY,COUNTER,FTG,LEVEL WIND,STA NDARD,MLC	3,737.38		3,737.38
2EA	449-15325 - ROLLER,GUIDE,POLYURETHANE	65.76		131.52
<b>Items Total</b>				58,573.20
<b>Total Amount</b>				\$ 58,573.20

#### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-846-2713 to arrange for return of the document.

**WESTSIDE  
SEWER  
COLLECTION  
PROJECT 1B**





April 12, 2023

**Attention: Trevor Andra, P.E., District Engineer**

Magna Water District  
8885 West 3500 South  
Magna, UT 84044

Dear Trevor,

Bids were opened for the construction of the **Magna Water District Westside Collection System Improvements Project 1B** on Thursday, April 6<sup>th</sup>, 2023 at 2:00 p.m. at the Magna Water District (District) Board Meeting Room. One sealed bid was submitted and read out loud. The sole bid was submitted by Noland and Son Construction Company, Inc. (Noland) at \$4,529,685 for microtunneling and \$4,059,735 for pilot tube trenchless methods (both include bid alternates A and B).

The following is a summary of the bid results and the Engineer's Estimate.

<b>Contractor</b>	<b>Bid Bond</b>	<b>Microtunneling</b>	<b>Pilot Tube Trenchless Methods</b>
Noland	Yes	\$4,529,685	\$4,059,735
Engineer's Estimate	-	\$2,600,000	\$2,100,000

The bid appears to be in order, but is above the project cost estimate and the District's budget. Amounts for materials and install appear to be high, based on a comparison to our estimate and the bid results for Project 1A (see attached). Certainly, there has been some escalation/inflation since project 1A but not at a level that would justify awarding Project 1B to the one bidder. We recommend that the District not award and look for ways to repackage or reschedule the project in away that will attract more bidders.

We reached out to more than 10 contractors and most replied that they were too busy to participate in the bid for this work. Only three contractors attended the mandatory pre-bid meeting. An attempt to adjust the schedule was even made by addendum to encourage all three to submit.

If you have any questions or comments please contact me.

Regards,

**Stantec Consulting Services Inc.**

**J. Clinton Rogers** P.E.  
Vice President  
Phone: 801-680-4468

## Project 1A vs. 1B Comparison

Project 1A	
Item and Description	Cost
a. Pipe Material ( pipe, fittings, and install)	\$200,000.00
b. Excavation (excavation, shoring, pipe bedding, groundwater mitigation, imported fill, and backfill)	\$395,000.00
c. Manholes (manholes, fittings, and equipment install)	\$116,000.00
d. Pavement (cutting, roadbase, and restoration)	\$166,000.00
e. Adminstration (permitting and traffic control)	\$21,000.00
<b>Total</b>	<b>\$898,000.00</b>

Approximate lf of open cut =	1494
Cost per lf =	\$601.02

Project 1B		
Item and Description	Cost	% Diff
a. Pipe Material ( pipe, fittings, and install)	\$827,800.00	314%
b. Excavation (excavation, shoring, pipe bedding, groundwater mitigation, imported fill, and backfill)	\$830,500.00	110%
c. Manholes (manholes, fittings, and equipment install)	\$260,600.00	125%
d. Pavement (cutting, roadbase, and restoration)*	\$353,150.00	113%
e. Adminstration (permitting and traffic control) *	\$166,260.00	692%
<b>Total</b>	<b>\$2,438,310.00</b>	

\*Value may include some trenchless costs

Approximate lf of open cut =	2655	<b>% Diff</b>
Cost per lf =	\$918.26	53%

# **MWPP SURVEY**

*Municipal Wastewater Planning Program (MWPP)  
Annual Report  
for the year ending 2022  
MAGNA WATER DISTRICT*

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

**SUBMIT BY APRIL 15, 2023**

Are you the person responsible for completing this report for your organization?

Yes

No

This is the current information recorded for your facility:

<b>Facility Name:</b>	MAGNA WATER DISTRICT
<b>Contact - First Name:</b>	Dallas
<b>Contact - Last Name:</b>	Henline
<b>Contact - Title</b>	WW Operations Manager
<b>Contact - Email:</b>	dallas.henline@magwater.com

<b>Contact - Phone:</b>	801-864-3255
<b>Contact - Email:</b>	dallas@magnawater.com

Is this information above complete and correct?

**Yes**

No

Your wastewater system is described as Collection, Mechanical Treatment & Financial:

**Classification:** COLLECTION

**Grade:** III

(if applicable)

**Classification:** TREATMENT

**Grade:** II

Is this correct?

**WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.**

**Yes**

No

Click on a link below to view a previous year's examples of sections in the survey:

(Your wastewater system is described as Collection, Mechanical Treatment & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

Yes

No

## *Financial Evaluation Section*

Form completed by:

Lelsle Fitzgerald

### Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?

Are Debt Service Reserve Fund<sup>6</sup> requirements being met?

What was the annual average User Charge<sup>16</sup> for 2022?

373.08

\* (CAP)0

Do you have a water and/or sewer customer assistance program (CAP)?

Yes

No

## Part II: OPERATING REVENUES AND RESERVES

Yes

No

Are property taxes or other assessments applied to the sewer systems<sup>15</sup>?

2022 Revenue from these taxes =

1,825,583

Yes

No

Are sewer revenues<sup>14</sup> sufficient to cover operations & maintenance costs<sup>9</sup>, and repair & replacement costs<sup>12</sup> (OM&R) at this time?

Are projected sewer revenues sufficient to cover OM&R costs for the *next five years*?

Does the sewer system have sufficient staff to provide proper OM&R?

Has a repair and replacement sinking fund<sup>13</sup> been established for the sewer system?

Is the repair & replacement sinking fund sufficient to meet anticipated needs?

## Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

Yes

No

Are sewer revenues sufficient to cover all costs of current capital improvements<sup>3</sup> projects?

Has a Capital Improvements Reserve Fund<sup>4</sup> been established to provide for anticipated capital improvement projects?

Are projected Capital Improvements Reserve Funds sufficient for the *next five years*?

Are projected Capital Improvements Reserve Funds sufficient for the *next ten years*?

Are projected Capital Improvements Reserve Funds sufficient for the *next twenty years*?

## Part IV: FISCAL SUSTAINABILITY REVIEW

Yes

No

Have you completed a Rate Study<sup>11</sup> within the last five years?

Do you charge Impact fees<sup>8</sup>?

2022 Impact Fee (if not a flat fee, use average of all collected fees) =

3845

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

Do you maintain a Plan of



Operations<sup>10</sup>?

Yes

No

Have you updated your Capital Facility Plan<sup>2</sup> within the last five years?

Yes

No

Do you use an Asset Management<sup>1</sup> system for your sewer systems?

Describe the Asset Management System (check all that apply)

Spreadsheet

**GIS**

Accounting Software

Specialized Software

Other

Yes

No

Do you know the total replacement cost of your sewer system capital assets?

2022 Replacement Cost =

195,000,000

Yes

No

Do you fund sewer system capital

improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes

No

What is the sewer/treatment system annual asset renewal\* cost as a percentage of its total replacement cost?

What is the sewer/treatment system annual asset renewal\* cost as a percentage of its total replacement cost?

2,000,000

## Part V: PROJECTED CAPITAL INVESTMENT COSTS

### Cost of projected capital improvements

	Cost Please enter a valid numerical value	Purpose of Improvements		
		Replace/Restore	New Technology	Increase Capacity
2023	10030098	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2023 thru 2027	13877416	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2028 thru 2032	9038242	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2033 thru 2037	5000000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2038 thru 2042	5000000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

Yes

# Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Dallas Henline

## Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

36

What is the average depth of the collection system (in feet)?

10

What is the total length of sewer pipe in the system (length in miles)?

90

How many lift/pump stations are in the collection system?

0

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

0

Do seasonal daily peak flows exceed the average peak daily flow by 100

percent or more?

Yes

No

What year was your collection system first constructed (approximately)?

1936

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

2021

## PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

*The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):*

**Class 1-** a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

*(a) affects more than five private structures;*

*(b) affects one or more public, commercial or industrial structure(s);*

*(c) may result in a public health risk to the general public;*

- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

**Class 2** - a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2022

	Number
Number of Class 1 SSOs in Calendar year	<input type="text" value="0"/>
Number of Class 2 SSOs in Calendar year	<input type="text" value="0"/>

Please indicate what caused the SSO(s) in the previous question.

Please specify whether the SSOs were caused by contract or tributary community, etc.

### Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

Yes

No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

Yes

No

Number of new commercial/industrial connections in the last year

30

Number of new residential sewer connections added in the last year

363

Equivalent residential connections<sup>7</sup> served

12,220

## Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

5

Approximate population served

33,408

*State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately*

*certified at least at the Facility's Grade.*

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Clint Giles	IV	clintg@magnawater.com

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS <sup>17</sup> Grade I:	
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	Raymond Mondragon
Collection Grade IV:	Dallas Henline, Rob Jaterka, Clint Giles

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS <sup>17</sup> Grade I:	
Collection Grade I:	Mike Harms, Ed Tucker, Paul Bird
Collection Grade II:	
Collection Grade III:	
Collection Grade IV:	Matt Hunter, Connor McReynolds

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

## Part V: FACILITY MAINTENANCE

Yes

No

Have you implemented a preventative maintenance program for your collection system?

Have you updated the collection system operations and maintenance manual within the past 5 years?

Do you have a written emergency response plan for sewer systems?

Do you have a written safety plan for sewer systems?

Is the entire collections system TV inspected at least every 5 years?

Is at least 85% of the collections system mapped in GIS?

## Part VI: SSMP EVALUATION

Yes

No

Has your system completed a Sewer System Management Plan (SSMP)?

Has the SSMP been adopted by the permittee's governing body at a public



meeting?

Yes

No

Has the completed SSMP been public noticed?

During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?

Date of Public Notice

03/31/2016

During 2022, was any part of the SSMP audited as part of the five year audit?

Yes

No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

Yes

No

## Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Currently in good shape

What sewerage system capital improvements<sup>3</sup> does the utility need to

implement in the next 10 years?

Install new lines to keep up with projected growth. Continue to maintain, repair, and replace problem areas. Install a new 30" sewer trunk line.

What sewerage system problems, other than plugging, have you had over the last year?

Some areas require annual root control.

Is your utility currently preparing or updating its capital facilities plan<sup>2</sup>?

Yes

**No**

Does the municipality/district pay for the continuing education expenses of operators?

**100% Covered**

Partially cover

Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

**Yes**

No

Any additional comments?

None

To the best of my knowledge, the Collections System section is completed and accurate.

Yes

## *Mechanical Plant Section*

Form completed by:

May Receive Continuing Education /units (CEUs)

Dallas Henline

### Part I: INFLUENT INFORMATION

Please provide the average inluent flow rate and average inluent BOD<sub>5</sub> and TSS loading rates listed below for your facility.

	Average Daily Flow (MGD)	Average Daily BOD <sub>5</sub> Load (lb/day)	Average Daily TSS Load (lb/day)
Design Basis or Rated Capacity	4.0	5200	5200
2022 Average	2.37	5311	5129

### Part II: EFFLUENT INFORMATION

How many Notices of Violation (NOVs) did you receive for this facility in the review year?

0

How many days in the past year was there a bypass or overflow of wastewater at the facility due to high flows?

0

### Part III: FACILITY AGE

In what year were the following process units constructed, upgraded or renewed?

Note: If a unit process does not apply to your system enter the Evaluation Year under Construction or Upgrade Year.

	Evaluation Year	Construction or Upgrade Year	Age
Headworks	2022	2015	7
Primary Treatment	2022		
Secondary Treatment	2022	2017	5
Tertiary Treatment	2022		
Solids Handling	2022	2006	23
Disinfection	2022	1987	35
Land Application/Disposal	2022	2021	0

### PART IV: DISCHARGES

How many days in the last year was there a bypass or overflow of wastewater at the facility due to equipment failure?

0

### PART V: BIOSOLIDS HANDLING

## Biosolids Disposal (check all that apply)

Yes

No

Landfill

Land Application

Give Away/Other Distribution

## Part VI: NEW DEVELOPMENT

Number of new commercial/industrial connections in the last year

30

Number of new residential sewer connections added in the last year

363

Equivalent residential connections<sup>7</sup> served

12,220

## Part VII: OPERATOR CERTIFICATION

How many treatment system operators do you employ?

5

*State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade*

List the designated Chief Operator/DRC for the Wastewater Treatment System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Dallas Henline	IV	dallas@magnawater.com

List all other Wastewater Treatment System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS <sup>17</sup> Grade I:	none
Treatment Grade I:	none
Treatment Grade II:	none
Treatment Grade III:	none
Treatment Grade IV:	Leland Lamper, Dallas Henline

List all other Wastewater Treatment System operators by certification grade, separate names by commas:

	Name separate by comma
SLS <sup>17</sup> Grade I:	none
Treatment Grade I:	Chett Draper, Dyllan Delobel, Matt Hunter, Connor McReynolds
Treatment Grade II:	Scott Beck
Treatment Grade III:	none
Treatment Grade IV:	Ed Tucker

Is/are your DRC operator(s) currently certified at the appropriate grade for this facility?

Yes

No

### Part VIII: FACILITY MAINTENANCE

Yes

No

Have you implemented a written preventative maintenance program for your treatment system?

Have you updated the treatment system operations and maintenance manual within the past 5 years?

Identify the types of treatment equipment and processes installed at your facility.

Yes

No

Screens

Grit Removal

Primary Clarifiers

Imhoff Tanks

Fixed Film Reactor

Activated Sludge

Aerobic Suspend Growth Variations

Anaerobic Suspended Growth variations

Physical-chemical systems for organic

	<input type="radio"/> Yes	<input checked="" type="radio"/> No
removal w/o secondary treatment	<input type="radio"/>	<input checked="" type="radio"/>
Physical-chemical systems for organic removal following secondary treatment	<input checked="" type="radio"/>	<input type="radio"/>
Membrane Filtration	<input type="radio"/>	<input checked="" type="radio"/>
Suspended-growth Nitrification and Denitrification	<input checked="" type="radio"/>	<input type="radio"/>
Air Stripping	<input type="radio"/>	<input checked="" type="radio"/>
Phosphorus Removal - Chemical	<input checked="" type="radio"/>	<input type="radio"/>
Phosphorus Removal - Biological	<input checked="" type="radio"/>	<input type="radio"/>
Ion Exchange	<input type="radio"/>	<input checked="" type="radio"/>
Reverse Osmosis	<input type="radio"/>	<input checked="" type="radio"/>
Media Filtration	<input type="radio"/>	<input checked="" type="radio"/>
Dissolved Air Flotation	<input checked="" type="radio"/>	<input type="radio"/>
Micro Screens	<input checked="" type="radio"/>	<input type="radio"/>
Chlorine Disinfection	<input checked="" type="radio"/>	<input type="radio"/>
UV Disinfection	<input type="radio"/>	<input checked="" type="radio"/>
Effluent use/Reuse	<input type="radio"/>	<input checked="" type="radio"/>

This is the end of the Mechanical Plant questions

To the best of my knowledge, the Mechanical Plant section is completed and accurate.

**Yes**

I have reviewed this report and to the best of my knowledge the



I have reviewed this report and to the best of my knowledge the information provided in this report is correct.

clear

Has this been adopted by the council? If no, what date will it be presented to the council?

Yes

No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

04/20/2023

Please log in.

Email

PIN

NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. Completion of the collection section meets the annual reporting requirement for the USMP. If you received financial assistance from the Water Quality Board, annual submittal of this report is a

condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to [wqinfodata@utah.gov](mailto:wqinfodata@utah.gov) and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

Powered by Qualtrics 

# **DISTRICT'S FLEET**

# MEMO



**TO:** MWD Board of Trustees  
**FROM:** Andrew Sumsion, Human Resources Manager  
**DATE:** 04/13/23  
**RE:** Review of Current MWD Fleet Vehicle Leasing & Proposed Changes for August 2023

---

## **PURPOSE OF MEMO**

The purpose of this memo is to provide the MWD Board of Trustees a summary of MWD's current fleet vehicle leases set to increase at the August 19<sup>th</sup>, 2023 and present the board with some recommended changes to the leases beginning in August 2023.

## **BACKGROUND**

MWD is currently leasing fleet vehicles from the Zions Bancorporation with a 30-month fleet vehicle leasing program. There are nine (9) 2021 Chevrolet Silverado 1500 pickup trucks, two (2) Chevrolet Traverse SUVs, and 3 Chevrolet Silverado 3500 pickup trucks on the lease that were supplied by Larry H Miller. The current lease is a 30-month lease that expires on August 18<sup>th</sup>, 2023. There is an escalator that takes place on August 19<sup>th</sup>, 2023, raising the payments from \$44,542.08 Bi-Annually to \$86,601.31. It is our recommendation that we act now to avoid the increase in cost.

The management team has also compiled a list of proposed changes to the leasing program that have been recommended by board members, staff, and the management team to address a variety of concerns as summarized in the attached list and discussed in the next section of this memo.

## **PROPOSED**

The management team have compiled the following changes to the next leasing program for the board to consider:

- It is the management team's recommendation to continue with a 30-month term lease model, equivalent to what district executed in the last lease. This has led to cost savings due to the 12-month term being too short and it is not necessary to have brand new vehicles every year. The result was an overall reduction of costs associated with the fleet vehicles, due to not paying a premium for brand new vehicles every year and the added expense associated with customization required to add MWD logo wraps, GPS monitoring equipment, etc.
- Change the SUV color of the fleet vehicles from white to a light gray or silver. Improves appearance between washes.
- Continue to extend the length of the standard truck bed from 6 ft to 6.5 ft to better accommodate long valve turning keys and other operations tools

- Transition from a 7 seat SUV to a 5 seat SUV for the managers. This will bring cost savings and the third row of seating was not needed over the last 30 months.
- Recommend transitioning the Wastewater Operations Manager and Water Operations Managers vehicles from a half-ton pickup to a SUV. This change will bring a substantial cost savings.
- Add a half-ton pickup to the fleet vehicle leasing program for the new front office customer service/meter technician and repurpose the GMC Canyon that is owned by MWD for the use of the potential Staff Engineer for picking up and delivering extension agreements at FedEx, and travel to construction meeting. There will also be periodic use of this vehicle by front office staff including Controller, Accountant for quarterly inventory and offsite trainings and the Customer Service Team to run office errands.
- Add a full service 1 ton pickup to the fleet vehicle leasing program for the Wastewater department and repurpose the F350 that is owned by MWD as the snowplow truck.
- Management has identified the SUV that was budgeted for the front office could be better used by the Human Resources Manager/Safety Manager to respond after hours and on weekends for accidents, on the job injuries and emergency response issues. The Human Resources Manager is working half a day a week out of the Wastewater Offices (he starts his day there), travels between offices for trainings, travels weekly to the various MWD sites for safety audits, works weekly alongside employees to better understand their training needs, attends quarterly performance appraisals, will be leading weekly Arbinger discussions amongst the crews, and performing daily excavation inspections, and as directed by the Board acting in General Managers absence. This vehicle would still be available for use for the Controller, Accountant and Customer Service Team as needed when time permits.

### **RECOMMENDATION**

The management team recommends the board review proposed changes and provide staff direction on how they would like to proceed prior to moving forward with the next step of obtaining quotes from vehicle suppliers and leasing companies. These quotes will then be presented to the board again for final approval prior to executing any contractual agreements.

**STAFF  
ENGINEER**



## JOB DESCRIPTION

<b>Title:</b>	<b><u>Engineer I, II, III</u></b>	<b>Updated:</b>	February 2023
<b>Reports to:</b>	District Engineer		
<b>Group/Department:</b>	Engineering Department		
<b>Labor Category:</b>	Union, Non-exempt		
<b>Hourly Wage:</b>	Engineer I: \$31.25 - \$33.65 Engineer II: \$36.06 - \$43.27 Engineer III: \$43.27 - \$50.48		

---

### **Job Summary:**

Under the direction of the District Engineer, performs a variety of working level professional and technical duties, as needed, to assist in coordinating and participating in the design, development, and construction of District infrastructure.

### **Essential Duties and Responsibilities:**

- Perform development reviews; assists with various aspects of development management and scheduling; ensures adherence with standards and specifications, processes, and procedures; monitors development activities; conduct development inspections and GPS.
- Reviews plans and specifications prepared by consulting firms for large projects to be completed by outside general contractors.
- Performs project administration duties, reviews contract and improvement plans and tracks projects; assists staff, customers, developers, and contractors with items needed to start and complete projects.
- Prepares project reports, cost estimates and routine memo and correspondence between the District and engineering consultants, contractors, developers, public agencies, and other concerned parties.
- Reviews hydraulic analysis of proposed developments and capital improvements utilizing computer systems and manual calculations.
- Reads and interprets regulations, contracts, plans, and specifications, maps and a variety of other engineering and contract related information; uses computers, calculators, drafting tools and equipment, GPS equipment and a variety of other engineering and office equipment in performing job duties.

### **General Qualification Requirements:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. The requirements of this position provide that the employee work in a safety sensitive manner and should carry out his/her duties as such.

**Prior Work Experience:**

**Engineer I:** At least one years of job-related prior experience.

**Engineer II:** At least four years of job-related prior experience.

**Engineer III:** At least ten years of job-related prior experience.

**Education and Training:**

**Engineer I, II, III:** Bachelor's degree from an accredited college or university in civil engineering or closely related field.

**Licenses, Certifications, Etc.:**

**Engineer I:** Passed the FE exam/EIT certification and a valid Utah driver's license.

**Engineer II, III:** Registered Professional Civil Engineer license in the State of Utah and a valid Utah driver's license.

**Background Knowledge:**

1. Requires advanced mathematic skills, a working knowledge of the industry including pipe networks, hydraulic systems, pump stations, wells, water and wastewater treatment, electrical, telemetry, instrumentation, and structural systems.
2. Requires a general knowledge of the District's products and services; basic knowledge of operating policies and procedures.

**Performance Expectations:**

1. Must have the ability to plan, coordinate and implement projects independently and report the outcomes of those projects to management.
2. Must be able to make logical decisions using generally recognized skills and techniques.
3. Must have communication skills with the ability to communicate with management, contractors, developers, and the public.
4. Must be able to function under the direction of others and use common design practices to make decisions regarding infrastructure.
5. Must demonstrate safety leadership by promoting and facilitating the safety of co-workers and the public. Must perform all job tasks in compliance with MWD safety policies and procedures.

**Required Skills and Abilities:**

1. Must have the ability to apply common sense, analyze data and interpret results yielding varying outcomes. Must be able to rely on policy, written guidance, internal discussions, or external assistance to resolve difficult problems.
2. Must have verbal skills to communicate effectively with employees and external business contacts.
3. Must have advanced skills in general office equipment, computers, computer software and other analytical tools of the industry. Microsoft Word, Excel, CAD, water and sewer



modeling software and GIS experience preferred.

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

1. Common dexterity is continuously required.
  - a. While performing the duties of this job, the employee is regularly required to: talk and hear.
  - b. The employee is frequently required to: sit or perform repetitive wrist, hand and/or finger movement.
  - c. The employee is occasionally required to: feel attributes of objects, grasp, push, stand, walk, drive, reach with arms or hands, stoop, kneel, crouch and crawl.
  - d. The employee must lift weight or exert force as follows:
    - i. Regularly: 1 to 5 pounds
    - ii. Frequently: 6 to 10 pounds
    - iii. Occasionally: 11 to 15 pounds
    - iv. Rarely: 16 to 40 pounds
  - e. Specific vision abilities include: Clarity of vision at 20 feet or more and 20 inches or less. Ability to adjust eye to bring an object into sharp focus.
2. Good working conditions within a safe office environment. Frequent exposure to outdoor weather conditions. Occasional exposure to moderate noise, airborne particles, oils, toxic or caustic chemicals, vibration, wet or humid conditions, near moving mechanical parts, near street traffic or confined spaces.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Overall Effort and Work Location:**

1. Requires some contact with developers, contractors, vendors, consultants, and inspector. Provide occasional service to the District customers, Board of Trustees and employees.
2. Must be able to withstand daily mental effort and pressure. Some tasks require significant mental effort such as performing calculations, organizing and evaluating data, or completion of forms for regulatory agencies. Must be flexible to adjust for constantly changing operations.
3. Must be able to work a predictable and consistent schedule. Occasional overtime may be required. Occasional travel required to attend meetings or obtain training.

### **Supervision and Coordination Required:**

Directly supervises: 0 employees                      Indirectly supervises: 1-3 employees / inspectors

### **Submission of Resumes:**

Interested in house employees shall submit a resume to Trevor Andra, P.E., General Manager, via email at [trevor@magnawater.com](mailto:trevor@magnawater.com) no later than 6 pm, Monday, June 22<sup>nd</sup>, 2023.

## **Join Us:**

Magna Water District is an Equal Opportunity/Affirmative Action Employer. We are committed to a diverse and inclusive workforce because we know that our differences aid our employees, our customers, and our community. We are proud to be an Equal Employment Opportunity and Affirmative Action employer. We do not discriminate based upon race, color, religion, age, sex, sexual orientation, gender identity, national origin, status as an individual with a disability, status as a protected veteran, or any other applicable legally protected characteristics

The job description above is not intended to be a comprehensive list of responsibilities, activities, duties, and/or tasks may change or be assigned at any time.

Magna Water District Organizational Chart As Of April 2023

32 Total Employees  
 6 Executive & 26 Union  
 0 Vacant, \*1 Proposed Positions



**BOARD OF TRUSTEES**  
 Danny Stewart

**CHAIRMAN OF THE BOARD OF TRUSTEES**  
 Mick Sudbury

**BOARD OF TRUSTEES**  
 Jeff White

**GENERAL MANAGER**  
 Clint Dilley

**OPERATIONS MANAGER**  
 Raymond Mondragon

**OPERATIONS MANAGER**  
 Dallas Henline

**DISTRICT CONTROLLER**  
 Lelsle Fitzgerald

**HUMAN RESOURCES MANAGER**  
 Andrew Sumsion

**DISTRICT ENGINEER**  
 Trevor Andra

**CONSTRUCTION LEAD**  
 Steve Clark

**EDR/ CUSTOMER SERVICE LEAD**  
 Matt Skogerboe

**CONSULTANTS**

**DISTRICT MECHANIC**  
 Bob Batt

**WASTEWATER TREATMENT PLANT LEAD**  
 Beau Lamper

**WASTEWATER COLLECTION LEAD**  
 Clint Giles

**CONSULTANTS**

**ACCOUNTANT**  
 Mandy Whitmore

**DISTRICT INSPECTOR**  
 Rob Jaterka

**\*STAFF ENGINEER**  
 Proposed

**ENGINEERING CONSULTANTS**

**GIS CONSULTANT**

**SERVICE MAINT. OPERATOR**  
 Justin Long

**SERVICE MAINT. OPERATOR**  
 Lonnie Thompson

**SERVICE MAINT. OPERATOR**  
 Spencer Simons

**SERVICE MAINT. OPERATOR**  
 Travis McDonald

**SERVICE MAINT. OPERATOR**  
 Christian Thompson

**EDR Plant Operator**  
 Ed Tucker

**SERVICE MAINT. OPERATOR**  
 Jon Davis

**SERVICE MAINT. OPERATOR**  
 Travis Rawson

**SERVICE MAINT. OPERATOR**  
 Mike Harms

**SKM Inc.**  
 EDR WTP, Brine Pump Station

**RCS Inc.**  
 Wells, Pump Stations, Reservoirs

**SERVICE MAINT. OPERATOR**  
 Scott Beck

**SERVICE MAINT. OPERATOR**  
 Dylan Dellobel

**SERVICE MAINT. OPERATOR**  
 Chet Draper

**SERVICE MAINT. OPERATOR**  
 Matt Hunter

**SERVICE MAINT. OPERATOR**  
 Conner McReynolds

**SERVICE MAINT. OPERATOR**  
 Paul Bird

**SERVICE MAINT. OPERATOR**  
 Mark Manzanaras

**SKM Inc.**  
 WWTP, Brine PSV Vault

**AQS Inc.**  
 Chemist Lab, Sampling, Pretreatment

**Account Payable Clerk**  
 Mikey Boone

**Office Clerical**  
 Virginia Fish

**Office Clerical**  
 Kim Cisneros

**ENGINEERING INSPECTOR**  
 Bret McPhie

**Hansen Allen & Luce**  
 Wells, Groundwater, DWSP, Studies, Master Planning, Optimization, Energy Mgmt., Hydraulic Modeling

**IGES Geotechnical Investigation & Reports, Field & Laboratory Testing**

**Other Consultants**  
 Carollo Enterprises, Loughlin Water, CRS Engineers, JUB Engineers

**Bowen Collins & Assoc.**  
 Master Planning, Brine PS, Pipelines, PS, Reservoirs, Corrosion, Environmental Studies, Reuse, WWTP

**Terracon**  
 Materials Testing, Field Density, Laboratory, Concrete, Asphalt, Soil, Special Inspections

**Epic Engineering**  
 General Engineering Water Right, Modeling, Pipelines, Reservoirs, PS, Inspectors

**AE25**  
 Regulatory, DDW, Permitting, Pipelines, Pump Stations, Studies

**Stantec Consulting**  
 EDR & WWTP, DWQ, Permitting, ATK, Pipelines, Pump Stations, Studies

**TO Engineers**  
 GIS System Updates & Management, As built Database

**COLLIERS**  
**INTERNATIONAL**



## Exclusive Tenant Representation Agreement

1. **AGREEMENT:** The undersigned ("Principal") wishes to lease, renegotiate an existing lease, or otherwise acquire certain real property and to engage Colliers International ("Broker") to assist and represent Principal in such lease or acquisition according to the terms and conditions set forth in this Exclusive Tenant Representation Agreement ("Agreement"). The type of property and transaction in which Principal is interested may be generally described as follows: The lease or acquisition of property by Magna Water Company and/or its related entities located in Salt Lake County Utah.
2. **EXCLUSIVITY / TERM:** In consideration of the promise of Broker to use its best efforts to locate such property and to effect its lease, renegotiated lease, or other acquisition by Principal as described in this Agreement, Principal hereby grants Broker the exclusive right to April 10, 2023 and ending midnight, April 10, 2024, (the "Term"), all as described in this Agreement.
3. **DEFINITIONS:** As used in this Agreement, the term "lease" shall include a sublease, and also the assignment of a leasehold interest to Principal, and the term "owner" shall include a sublessor, and also the assignor of a leasehold interest. The term "acquisition" shall include: (a) the purchase of a property by Principal; (b) an exchange for a property ; (c) the contribution or conveyance of a property or any interest therein to a partnership, joint venture or other business entity in which Principal holds an interest; (d) the transfer to Principal of an interest in an entity which has an ownership interest in a property in lieu of a purchase thereof; and (e) the acquisition by Principal of an option to purchase a property.

As used in this Agreement, the term "Principal" shall include a successor, assignee or nominee, and any partner, agent, officer, director, or employee of Principal.

4. **COMMISSION:** Principal and Broker agree that Broker's commission is to be paid by the owner of any property leased or otherwise acquired by Principal in connection with the requirement described in paragraph 1. Principal agrees not to enter into any agreement to lease or otherwise acquire any such property during the Term unless and until the owner (or owner's broker) agrees, in writing, to pay Broker a commission in accordance with Broker's Schedule of Lease and Sale Commissions in effect at the time of the execution of this Agreement, or a prevailing market standard co-operating broker's commission, in the event that the property is listed with another broker. Principal shall have no liability for the payment of any commission to a broker or a licensed real estate broker or salesperson representing any owner or landlord.

Principal further agrees that a commission will be paid to Broker in accordance with the above paragraph of section 4 of this Agreement if, within one hundred eighty (180) calendar days after the termination of the Term, Principal: (a) lease, (b) otherwise acquires, (c) enters into a contract to lease or otherwise acquire, or (d) continues, resumes or commences and thereafter continues negotiations leading to the lease or other acquisition by Principal of any property which Broker has submitted to Principal prior to the expiration of the Term in an effort to secure a suitable property for Principal for the specific interest described in paragraph 1. Broker is authorized to continue negotiations with the owners of such properties on behalf of Principal. Broker agrees to submit a list of such properties to Principal not later than fifteen (15) calendar days following the termination of the Term, provided, however, that if Principal has submitted a written offer or proposal to lease or otherwise acquire a property, it shall not be necessary to include that property on the list.

In the event that Principal enters into an exclusive representation agreement with another broker after the expiration or termination of this Agreement, Principal agrees to provide in the subsequent agreement that a commission will not be payable to the new broker on transactions for which Principal remains obligated to Broker under the above paragraph in section 4. Notwithstanding Principal's failure to do so, however, Principal shall remain liable to Broker under section 4.

5. **OBLIGATIONS:** Broker agrees to keep Principal consistently and fully informed of the progress of Broker's work pursuant to this Agreement, including all opportunities, negotiations and offers. Principal agrees to refer to Broker all inquiries, proposals and offers received from owners, other brokers or anyone else, and to work through Broker in accomplishing the purposes described in paragraph 1 above. Broker and Principal agree to cooperate with each other in reviewing and timely responding to all offers, and in conducting all negotiations for property under this Agreement. Principal and Principal's counsel will be responsible for determining the legal sufficiency of all documents relating to any lease or other transaction contemplated by this Agreement.

Broker will work diligently to locate potential properties to satisfy the requirement described in paragraph 1 but Broker is not authorized by Principal to obligate the Principal in any way and in no event shall Broker sign any documents on behalf of or obligating Principal without express written approval from Principal in each instance, which approval may be withheld by Principal in its discretion.

Principal agrees to investigate independently any property as to its value, present and future zoning and environmental matters affecting the property, its condition - including, but not limited to structural, mechanical and soils conditions, the presence of asbestos, hazardous materials and underground storage tanks - and its suitability for Principal's intended use.

6. **AGENCY RELATIONSHIP:** Principal acknowledges that Broker is a large national real estate firm, and that in some cases Broker may also represent the owner or owners of property which may be suitable for Principal's consideration, and that in such circumstances, Broker acts as a limited agent if Principal wishes to consider such properties. Nevertheless, the agents of Broker who will act on behalf of Principal under this Agreement are Travis Yates and Vic Galanis (together, "Agents"), and Principal understands that Agents shall exclusively represent Principal in connection with all negotiation(s) arising hereunder. Agents and Broker agree and acknowledge that

they shall not disclose the confidential information of Principal to any other agent or principal of Broker. However, Broker shall disclose to Principal all potential properties under consideration for Principal's lease or other acquisition where Agents represents the owner or owners of said property. Should such owner/owners representation represent a conflict of interest to the detriment of the Principal then Broker shall promptly notify Principal in writing of such fact, and Principal shall have the right to terminate this Agreement and all provisions of this Agreement shall become null and void.

7. **DISPUTE:** In the event of any dispute between Principal and Broker relating to this Agreement, the property or Principal's or Broker's performance hereunder, Principal and Broker agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of Broker executing this Agreement is located. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including costs of the arbitration proceeding, expert witness fees and reasonable attorney's fees.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Principal and Broker and supersedes all prior discussion, negotiations and agreement, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Principal and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the parties.
9. **AUTHORITY:** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party.

Accepted:

Colliers International  
Broker

Magna Water District  
Principal

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 6440 S Millrock Dr., Suite 500  
Salt Lake City, UT 84121

Address: 8885 W 3500 S  
Magna, Uta 84044

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of property, including the possible presence of asbestos, hazardous material and underground storage tanks.

**CONSULT YOUR ADVISORS** - This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial/tax advisors.