



**MAGNA WATER DISTRICT
MEETING PACKET
FOR THE
REGULAR BOARD MEETING
THURSDAY APRIL 9, 2026
10:00 AM**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

APRIL 9, 2026
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: April 9, 2026 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. Employee Recognition

Quin Gorringer – Water Distribution II

Ed Tucker – Cross Connection Program Administrator

G. New Employee Introduction

Daniel Cline

H. Approval of common consent items

1. Minutes of the regular board meeting held March 12, 2026

2. Expenses for March 2 to March 31, 2026

General Expenses: \$1,172,936.70

Zions Bank Bond Payment: \$83,530.83

I. Department Reports:

1. General Manager Report

2. Engineering Report

3. Water Operations Report

4. Wastewater Operations Report
5. Controller/Clerk Report
 - Compliance Requirements Report
6. HR Manager Report

J. Project Awards & Agreements

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

1. (Trevor) Approve the purchase of a sewer easement from Maverik Inc. in the amount of \$25,990.00 for West Side Collection Project 2.
2. (Trevor) Haynes Well #8 Replacement Well Drilling Project award to Lang Equipment, LLC in the amount of \$1,104,305.00.
3. (Trevor) Horrocks Task Order for Drinking Water Source Protection Plan Update in the amount of \$22,115.50.
4. (Trevor) Hansen Allen Luce Task Order for Risk and Resilience Report and Emergency Response Plan update in the amount of \$18,500.

K. Administrative

Discussion and possible motion to approve the following administrative items:

1. (Dallas) Approval to surplus old 2007 Chevrolet 2500 HD snowplow truck #10, old sharp AR BC320 copier, and old microphone stand.
2. (LeIsle) Approval of Investment Meeting Minutes outlining the funds moved to and from the watch list as recommended.
3. (Trevor) Extension of 10-inch Secondary Water Line and installation of required service connections for Copper Club Golf Course.
4. (Trevor) Operations building schedule and cost estimate
5. (Trevor) General Office Building Landscape modifications.
6. (Clint) Approval of MWD Conservation Level/Drought Response for upcoming irrigation season.

7. (Trevor) Third Addendum to Gateway to Little Valley Master Development Agreement for 4100 South Culinary and Secondary.

8. (LeIsle) No-fault policy draft.

For information and discussion only – no action items:

9. Next month's board meeting – May 14, 2026 at 10:00 am

- L. Motion to take a brief recess and immediately following, meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues 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. Motion to immediately meet in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code Ann. § 52-4-204 through 205(1)(a).**
- O. Motion to close the closed meeting and re-open the public board meeting.**
- P. Consider action on any noticed agenda item discussed in closed meeting.**
- Q. Other Business**
- R. 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 12, 2026, at 10:00 am 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 am.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Management Team Present/Excused:

Clint Dilley, General Manager, present
LeIsle Fitzgerald, District Controller, present
Trevor Andra, District Engineer, present
Dallas Henline, Wastewater Operations Manager, present
Andrew Sumsion, HR Manager, present
Steve Clark, Water Operations Manager, present
Dyllan Delobel, Wastewater Service Maintenance

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Don Olsen, Epic Engineering
Doyle Jenkins, Magna Resident
Joel Workman, AQS, Inc
Brittany Montugue, Copper Golf Club
Jared Alba, Copper Golf Club
Tommy Martinez, Magna Resident, 2894 S 9050 W
Mildred Martinez, Magna Resident, 2894 S 9050 W
Ken Price, Magna Resident, 7443 W Dickson Wy
Jeff Beckman, Bowen Collins Associates

Pledge of Allegiance: Chairman led those in attendance in the Pledge of Allegiance.

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

Public Comment: Tommy and Mildred Martinez addressed the board asking about the sewer backup they experienced last month. Mr. Martinez explained he thought the blockage was from the street. Dallas explained that when they took the camera to our mainline, the mainline was clear. They did see the same type of rages and other debris, which came from the Martinez's sewer lateral. The rehab costs are approximately \$35K. Clint felt that the District handled the issue appropriately and determined that the cause of the backup wasn't caused by something in the main. Instead, the blockage was in the lateral. Dallas indicated Mr. Martinez's house sits two or three homes upstream of the manhole that had the debris in it. No issues with any other neighbor, or across the street. The debris the plumber was pulling out of Martinez's floor drain and pushing through the lateral is the same debris they saw downstream

accumulating in the manhole. The debris was never upstream of the Martinez’s home. The flow was not obstructed in the manhole. After some discussion, the Board directed Mr. Martinez to have his insurance company to confer with Magna Water’s insurance carrier and then report back if there is no coverage. We will contact our insurer and tell them to work with theirs to resolve the issues.

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

Employee Recognition

Gavin Fergulson -Flagger Certification

Dalyn Touhuni – Flagger Certification

Taylor Warner – Flagger Certification

Dyllan Delobel – Health & Wellness Program

Andrew congratulated the above employees and informed the board these accomplishments were achieved. No motion was made, for full discussion please go to board meeting recording beginning at position 26:50 to 31:38.

Approval of Common Consent Items:

Minutes of the regular board meeting held February 12, 2026

Expenses for February 2 to March 1, 2026

General Expenses: \$1,639,951.85

Zions Bank Bond Payment: \$83,530.83

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held February 12, 2026, the general expenses from February 2 to March 1, 2026, and the Zions Bank Bond payment in the amount of \$1,639,951.85 and \$83,530.83; respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following:

Staffing: Construction crew service maintenance position has been offered and accepted, will start March 23, 2026.

Operations – Water: Have been and continue to draining, cleaning and inspecting the drinking water storage tanks. We did run into an issue that Steve and Trevor will provide details to with regards to the painting system in the tank. It was repainted about 5 years ago. They have found the bonding from the 2nd and 3rd coats of the paint is failing. The engineer is going back to the contractor that did the painting 5 years ago. Staff will come back to the Board with more information for repair. The lease agreement with Great Salt Lake Commission has been signed to lease 75% of the District’s canal shares in 2026.

Operations – Wastewater: Dallas and Steve have been working on getting the reuse water back into the system for the season. Will be cleaning and flushing the system to have the secondary online and ready for use by April 15, 2026. Dallas has been working on gathering bids to contract out sludge hauling when ET Technologies closes and moves.

Operations – Office: LeIsle completed a drinking consumer fee incentive verification survey, which will be the basis of the new drinking water fee charged by the State.

Communication & Morale: Clint met with Jordan Valley Water Conservancy District General Manger along with Granger Hunter Improvement District. JVWCD has a water budget policy for annexations, and they are looking to move that same policy to existing connections and all other wholesale buyers.

Something that the District may need to look at. If any new development comes to the District when this is passed, the new development will be subject to the policy. The Copper Golf Course is here today and will address the Board under that agenda item.

No action was taken, for full discussion please go to the board meeting recording beginning at position 32:26 to 55:18. Please also see the general manager's report inserted in the board meeting packet.

Chairman requested that Agenda item K2 - Discussion on providing requested secondary water to Copper Club Golf Course, be addressed next.

Discussion on providing requested secondary water to Copper Club Golf Course: Brittany Montugue and Jaren Alba, addressed the board. They noted the course is approaching their 100th anniversary this year, they are the largest green space in Magna, and they need help. The course presented to the Board two options they would like to observe. Under Option 1, the club would connect to the District's reuse system to water the greens. Option 2 would involve constructing a new pipeline to connect to the District's existing main line. The Club would prefer to start with Option 1 and would like to have something in place by May 1. The golf course will research if there are any grants that may help with the course getting hooked to the District's secondary water system. Board gave Management direction to begin putting together costs and things to get this done. Management will bring back to the Board the options the District has to help the Golf Course and what the costs would be, and what the course will have to pay. A motion was made by Jeff White, seconded by Dan Stewart, to move forward with option 1 and to continue to observe Option 2. 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 beginning at position 55:19 to 1:20:17.

Moving on to the initial order of the agenda.

Engineering Report: Trevor reported on ongoing projects. No action was taken, for full discussion, please go to the board meeting recording beginning at position 1:20:18 to 1:25:39. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Steve reported the culinary water production for the month of February was 94.02 million gallons or 288.56 acre feet, an 0.38% decrease from February 2025. We have purchased YTD 60.02-acre feet of water from Jordan Valley Water. Steve reported the total number of call outs for water and wastewater departments for February was 14, and total hours paid was 45.5. No action was taken, for full discussion please go to the board meeting recording beginning at position 1:25:40 to 1:27:25. Please also see the water production report inserted in the board meeting packet.

Wastewater Operations Report:

Magna Water Reclamation Facility Operations Report: Dallas informed the Board that the annual biosolids permit has been filed with the State. February operations are really stable even with the fluctuating temperatures. We have been able to walk the mix liquor suspended solids concentrations in the aeration basins down to 2000. Ammonia levels are stable and getting good nitrification reliability and everything is looking really good. Collections crew is working in downtown Magna, 8800 W block, below 3100 S working their way North to 8400 & Magna Main Str. No action was taken, for full discussion, please go to board meeting recording beginning at position 1:27:26 to 1:29:50. Please also see the wastewater report insert in the board meeting packet.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is compliance with the impact fee report due March 31, 2026 to the State Auditor’s Office. The final trial balance was submitted to the Auditors this week. No action was taken, for full discussion, please go to board meeting recording beginning at position 1:29:51 to 1:30:35. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew reported there are 35 out of 36 positions filled now. Trainings coming up are Bi-annual on site CPR training coming up on 23rd of March. Gene Stott getting ready to go to Water Efficient Landscape training with Jordan Valley Water Conservancy District. Team Building for the 2nd quarter for the leads and management meeting coming up in April, and the fire department is coming to the District office for on-site fire extinguisher training end of April. This month’s safety topic is Blood Born Pathogens, coinciding with the CPR First Aid training. Conferences that are coming up is Water Users and UGFOA. Succession planning has been started, the manager’s answered questions about key positions and needs, the rest of the employees will be given a form to fill out to find out what their interests are in other positions. Annual employee goals for 2026 have been wrapped up, board will review this month. No action was taken, for full discussion please go to the board meeting recording beginning at position 1:34:46 to 1:38:54.

WATER & SEWER AVAILABILITY

Discussion and possible motion to approve the following developments:

SLCE319 Development located at 5750 W 2300 S: A motion was made by Jeff White, seconded by Dan Stewart, to approve water and sewer services to SLCE319 Development located at 5750 W 2300 S . 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 beginning at position 1:30:36 to 1:32:41.

Moody Subdivision Lot 4 located at 2258 S Moody Dr: A motion was made by Jeff White, seconded by Dan Stewart, to approve water and sewer services to Moody Subdivision Lot 4 located at 2258 S Moody Dr. 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 beginning at position 1:32:42 to 1:34:45.

PROJECT AWARDS & AGREEMENTS

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

JUB Task Order for West Side Collection Project 3 design and bidding in the amount of \$190,200: A motion was made by Jeff White, seconded by Dan Stewart, to approve the JUB Task Order for West Side Collection Project 3 design and bidding in the amount of \$190,200. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, Jeff White, yea. For full discussion please go to board meeting recording beginning at position 1:38:55 to 1:40:35.

Easement Agreement with Kennecott for West Side Collection Project 2: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Easement Agreement with Kennecott for the West Side Collection Project 2, in the amount of \$167,730. 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 beginning at position 1:40:36 to 1:44:09.

Annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,500: A motion was made by Jeff White, seconded by Dan Stewart, to approve the annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,500. 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 beginning at position 1:44:10 to 1:48:20.

Lease Agreement with Kennecott for Water Right 59-3198: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Lease Agreement with Kennecott for Water Right 59-3198. 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 beginning at position 1:48:21 to 1:52:12.

SD Easement Agreement to be granted to Construction Waste Management: A motion was made by Jeff White, seconded by Dan Stewart, to approve Trevor and legal counsel to continue to revise and work on this SD Easement Agreement to be granted to Construction Waste Management, to reroute some storm water that runs through their property so they can expand their waste site. Construction Waste Management has approached the District for an easement to go through a portion of the wastewater treatment plant property to pipe the storm water into Kersey Creek. This storm drain pipe will be owned and maintained by Construction Waste Management. 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 beginning at position 1:52:13 to 1:54:44.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Resolution 2026-02 – Approve changes to the District’s Administrative Rules and Regulations as outlined in the Resolution: A motion was made by Jeff White, seconded by Dan Stewart, to approve resolution 2026-02 – Approving changes to the District’s Administrative Rules and Regulations. The District Manager’s maximum amount that can be approved on purchases is changing from \$50,000 to \$100,000, the Junior Executive positions are being added where applicable, and the discrepancy on the tardy language is being corrected. 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 beginning at position 1:54:45 to 1:57:39.

For information and discussion only – no action items:

Legislative Update from Nathan Bracken, Smith Hartvigsen, PLLC:

HB 147 – Require utilities to provide an electronic option to submit forms

HB 296 - Allows for water that is being leased or provided to the Great Salt Lake, to be included in our 40 year plan.

HB 319 - Allowing electronic notarization

HB 325 - GRAMA Amendments

HB 349 – Provides a new process by which you can apply for money from the Board of Water Resources to help increase reservoir capacity.

HB 501 – Bill that was going to require water providers impose a local income tax to help fund infrastructure projects – modified several times, and did not pass.

HB535 - Process by which a public entity has to follow before disposing of properties.

SB 284 - Makes the taxed ADU’s a permitted use, and a 40-year plan required for water exactions by January 1, 2028.

No action was taken, for full discussion please go to board meeting recording beginning at position 1:57:40 to 2:10:24.

Next board meeting – April 9, 2026 at 10:00 am

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205: A motion was made by Jeff White, seconded by Dan Stewart, to take a brief recess and immediately following meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 12:11 pm.

Motion to close the closed meeting and re-open the public board meeting: A motion was made by Dan Stewart, seconded by Jeff White, to close the closed meeting and re-open the public board meeting at 1:15 pm. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea.

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

Motion to immediately meet in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code Ann. § 52-4-204 through 205(1)(a): This closed session was not held.

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart, to adjourn the meeting at 1:15 pm. The motion was approved as follows: Dan Stewart, yea, Mick Sudbury, yea, and Jeff White, yea.

Attest

Chairperson

INVOICE PAYMENTS

MAGNA WATER DISTRICT

INVOICE PAYMENTS

3/2/2026 to 3/31/2026

Check Issue Date	Payee	Amount	Description
3/3/2026	MID ATLANTIC TRUST COMPANY	4,169.16	401(K)
3/3/2026	ZIONS FIRST NATIONAL BANK	444.44	INTEREST- 2026 REV BOND
3/4/2026	ANAGO OF UTAH	895.00	JANITORIAL SERVICES ADMIN OFFICE
3/4/2026	ANAGO OF UTAH	375.00	JANITORIAL SERVICES WWTP
3/4/2026	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
3/4/2026	BANKCARD CENTER	1,251.78	AED BATTERIES & PADS
3/4/2026	BLAND'S RECYCLING	80.00	HAULING DIRT & ASPHALT FROM SHOP
3/4/2026	BOB'S BELT SERVICE	601.10	PPE- WWTP
3/4/2026	CASH (PETTY)	2.82	DISTILLED WATER FOR BATTERIES
3/4/2026	CASH (PETTY)	60.00	SAFETY MEETING
3/4/2026	CASH (PETTY)	13.46	FUSES ZONE 3
3/4/2026	CASH (PETTY)	13.44	SPRAY FOAM
3/4/2026	CASH (PETTY)	6.39	DISTILLED WATER FOR GENERATOR
3/4/2026	CASH (PETTY)	48.56	SAFETY MEETING
3/4/2026	CASH (PETTY)	4.76	SEC 3 PUMP FLANGABLE NUT
3/4/2026	CHEMTECH-FORD, LLC	534.00	WATER LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	532.00	WATER LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	673.00	WATER LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	64.00	WATER LAB & TESTING
3/4/2026	CHEMTECH-FORD, LLC	640.00	WATER LAB & TESTING
3/4/2026	CINTAS 1ST AID	69.11	EDR FIRST AID CABINET
3/4/2026	CLARK, STEVE	688.95	PER DIEM & MILEAGE-UTAH WATER USERS 2026
3/4/2026	COMMERCIAL LIGHTING SUPPLY	961.00	LIGHT BULBS & BALLAST REPAIR KITS- WWTP
3/4/2026	COMMERCIAL LIGHTING SUPPLY	(306.00)	RETURN LIGHT BULBS & BALLAST REPAIR KITS- WWTP
3/4/2026	COMMERCIAL LIGHTING SUPPLY	315.00	LIGHT BULBS & BALLAST REPAIR KITS- WWTP
3/4/2026	COSTCO WHOLESAL	149.61	OFFICE SUPPLIES- OFFICE
3/4/2026	DELCO WESTERN	8,710.70	#3 HIGH ZONE BOOSTER PUMP
3/4/2026	DITCH WITCH OF THE ROCKIES	1,233.69	REPAIR COLLECTION CAMERA EQUIPMENT
3/4/2026	DITCH WITCH OF THE ROCKIES	2,130.44	REPAIR COLLECTION CAMERA EQUIPMENT
3/4/2026	E.T. TECHNOLOGIES, INC	749.82	SLUDGE REMOVAL
3/4/2026	E.T. TECHNOLOGIES, INC	742.52	SLUDGE REMOVAL
3/4/2026	E.T. TECHNOLOGIES, INC	1,572.37	SLUDGE REMOVAL
3/4/2026	E.T. TECHNOLOGIES, INC	2,300.54	SLUDGE REMOVAL
3/4/2026	EK BAILEY CONSTRUCTION	1,800.00	HYDRANT DEPOSIT REFUND
3/4/2026	ETS	5,460.00	CAMERA- WWTP
3/4/2026	LARRY H MILLER - DSS UTAH	845.22	RADIATOR & COOLANT-SHOP
3/4/2026	LEISLE FITZGERALD	688.95	PER DIEM & MILEAGE- UGFOA CONF 2026
3/4/2026	NORTHROP GRUMMAN	18,000.00	EASEMENT AGREEMENT 3/7/2026 - 4/6/2026
3/4/2026	ROCKY MOUNTAIN POWER CO.,	9.79	POWER 7764 W 2100 S
3/4/2026	STAPLES BUSINESS CREDIT	1,320.46	OFFICE CABINETS & UPS POWER SUPPLY- SHOP
3/4/2026	STAPLES BUSINESS CREDIT	97.07	OFFICE SUPPLIES- OFFICE
3/4/2026	STAPLES BUSINESS CREDIT	141.46	OFFICE SUPPLIES- OFFICE
3/4/2026	STAPLES BUSINESS CREDIT	501.06	OFFICE SUPPLIES- WATER
3/4/2026	THATCHER COMPANY	8,162.16	CHEMICALS
3/4/2026	THATCHER COMPANY	8,481.25	CHEMICALS
3/4/2026	TREVOR ANDRA	170.00	PER DIEM - WATER USERS CONFERENCE 2026
3/4/2026	UNITED RENTALS (NORTH AMERICA) INC.	337.25	JOYSTICK CONTROLLER- SCISSOR LIFT
3/4/2026	UTAH ASSOCIATION OF SPECIAL	12,608.00	MEMBERSHIP DUES
3/4/2026	VESTIS	58.38	EDR UNIFORMS
3/4/2026	VESTIS	36.04	EDR MATS
3/4/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
3/4/2026	VESTIS	78.57	SHOP UNIFORMS
3/4/2026	VESTIS	247.49	WWTP UNIFORMS
3/4/2026	VESTIS	58.38	EDR UNIFORMS
3/4/2026	VESTIS	36.04	EDR MATS
3/4/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
3/4/2026	VESTIS	78.36	SHOP UNIFORMS
3/4/2026	VESTIS	245.61	WWTP UNIFORMS
3/4/2026	VESTIS	113.79	EDR UNIFORMS
3/4/2026	VESTIS	36.04	EDR MATS
3/4/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
3/4/2026	VESTIS	83.26	SHOP UNIFORMS
3/4/2026	VESTIS	393.52	WWTP UNIFORMS
3/4/2026	VESTIS	61.21	EDR UNIFORMS
3/4/2026	VESTIS	36.04	EDR MATS
3/4/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES

MAGNA WATER DISTRICT

INVOICE PAYMENTS

3/2/2026 to 3/31/2026

Check Issue Date	Payee	Amount	Description
3/4/2026	VESTIS	76.69	SHOP UNIFORMS
3/4/2026	VESTIS	249.86	WWTP UNIFORMS
3/5/2026	AMERITAS LIFE INSURANCE CORP	2,330.07	INSURANCE
3/5/2026	COSTCO WHOLESALE	86.98	OFFICE SUPPLIES- MECHANIC SHOP
3/5/2026	FERGUSON WATERWORKS #1616	97.92	FAUCET- SHOP
3/5/2026	HEALTH EQUITY	32.45	PROCESSING FEE- MARCH
3/5/2026	REGENCE BCBS OF UTAH	23,765.52	INSURANCE
3/5/2026	ROCKY MOUNTAIN POWER CO.,	33,869.71	POWER 7650 W 2100 S
3/9/2026	UTAH SAFETY COUNCIL	3,735.00	CPR, FIRST AID & AED TRAINING
3/10/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	33,703.50	WTP STORAGE TANK
3/10/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	1,535.00	LEAD & COPPER RULE REVISION SUPPORT
3/10/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	1,838.50	FUNDING SUPPORT 2023
3/10/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	4,285.78	MWD ONGOING I&C SERVICES - FOR RANGER NODE ZONE 3 TANKS
3/10/2026	ARDURRA	8,565.00	MWD 2025 GIS SERVICES
3/10/2026	BOWEN COLLINS & ASSOCIATES	5,079.75	MWD MASTER PLANNING, IMPACT FEE AND RATE STUDIES
3/10/2026	BOWEN COLLINS & ASSOCIATES	7,103.00	MWD WRF OPERATIONS BUILDING PROJECT
3/10/2026	CORRIO CONSTRUCTION, INC.	598,124.04	WRF INFLUENT PROJECT
3/10/2026	CUMMINS SALES AND SERVICE	1,739.75	HEATER BLOCK- EDR GENERATOR
3/10/2026	DEPT OF GOVERNMENT OPER	5,014.79	FUEL FOR VEHICLES
3/10/2026	E.T. TECHNOLOGIES, INC	2,093.34	SLUDGE REMOVAL
3/10/2026	E.T. TECHNOLOGIES, INC	1,212.95	SLUDGE REMOVAL
3/10/2026	E.T. TECHNOLOGIES, INC	1,202.64	SLUDGE REMOVAL
3/10/2026	EPIC ENGINEERING, P.C.	14,795.50	ZONE 3 SECONDARY WATER RESERVOIR
3/10/2026	GLENS KEY INC.	981.00	HEAVY DUTY DOOR LEVER- SHOP
3/10/2026	GRAINGER	682.92	VOLT METER & GRINDING WHEELS- #81
3/10/2026	GRAINGER	165.15	THERMOSTATIC MIXING VALVE & CEILING TILE PAINT- OFFICE
3/10/2026	IGES, INC.	592.15	MAGNA WRF INFLUENT - MATERIALS TESTING
3/10/2026	IGES, INC.	15,770.34	EDR STORAGE TANKS
3/10/2026	JUB ENGINEERS, INC.	3,844.20	MAGNA WESTSIDE COLLECTION SYSTEM IMPROVEMENT PROJECT 2
3/10/2026	LATECH EQUIPMENT INC	4,614.48	PRESSURE TRANSMITTERS- EDR
3/10/2026	LAWSON PRODUCTS, INC.	4,432.53	MECHANIC STOCK SUPPLIES
3/10/2026	LEVERAGE IT SOLUTIONS	3,225.00	SUPPORT - FEBRUARY 2026
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	128.00	QUARTERLY MAINTENANCE - SHOP BLDG
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	118.75	QUARTERLY MAINTENANCE - ADMIN BUILDING
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	673.00	QUARTERLY MAINTENANCE - EDR BUILDING
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	100.00	QUARTERLY MAINTENANCE - ADMIN BUILDING WWTP
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	641.50	QUARTERLY MAINTENANCE- WWTP
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	256.25	QUARTERLY MAINTENANCE - ADMIN BUILDING
3/10/2026	MECHANICAL SERVICE & SYSTEMS, INC.	5,365.00	HEATER REPAIR- EDR
3/10/2026	NORTHROP GRUMMAN	18,000.00	EASEMENT AGREEMENT 4/7/2026 - 5/6/2026
3/10/2026	RULON HARPER CONSTRUCTION, INC	318.64	GRAVEL & ROADBASE FOR REPAIRS
3/10/2026	RULON HARPER CONSTRUCTION, INC	846.72	GRAVEL & ROADBASE FOR REPAIRS
3/10/2026	SKM INC.	1,196.36	SCADA MAINTENANCE- SEWER
3/10/2026	STANTEC CONSULTING SERVICES INC.	17,956.11	MAGNA INFLUENT PROJECT PHASE 3 - ENGINEERING SERVICES
3/10/2026	STANTEC CONSULTING SERVICES INC.	23,389.00	WESTSIDE COLLECTION SYSTEM IMPROVEMENTS, PROJECT 1B-CM
3/10/2026	SWANSON BUILDING MATERIALS, INC	364.61	CEILING TILES- OFFICE
3/10/2026	UNITED RENTALS (NORTH AMERICA) INC.	199.56	CONNECTOR & TOGGLE SWITCH REP - SKYJACK SCISSOR LIFT
3/10/2026	UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	UNION HEALTH & WELFARE
3/10/2026	WESTERN CONF TEAMSTERS PENSION	28,464.13	UNION PENSION CONTRIBUTION
3/11/2026	AIRGAS USA, LLC - CENTRAL DIVISION	93.03	GAS CYLINDER REFILL
3/11/2026	CHEMTECH-FORD, LLC	925.00	WWTP LAB & TESTING
3/11/2026	CHEMTECH-FORD, LLC	640.00	WATER LAB & TESTING
3/11/2026	KENWORTH SALES CO., INC	261.63	AIR FILTER - #4
3/11/2026	THOMAS PETROLEUM	336.00	MOTOR OIL- REUSE
3/12/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
3/12/2026	CHEMTECH-FORD, LLC	128.00	WATER LAB & TESTING
3/12/2026	ELITE GROUNDS, LLC	1,328.34	LANDSCAPING- OFFICE
3/12/2026	ELITE GROUNDS, LLC	1,005.17	LANDSCAPING- WWTP
3/12/2026	OWEN EQUIPMENT	2,391.20	BOOM INNER TUBE - #70
3/12/2026	OWEN EQUIPMENT	(50.60)	RETURN HARDWARE - #70
3/12/2026	OWEN EQUIPMENT	13.93	BOOM INNER TUBE HARDWARE- #70
3/15/2026	PURCHASE POWER	250.00	POSTAGE
3/16/2026	HUBER TECHNOLOGY	3,800.00	HUBER BAGS- WWTP
3/16/2026	IPS	151.20	PAYROLL PROCESSING SERVICES
3/16/2026	OSINC, INC	194.00	UNIFORM BOOTS
3/17/2026	ENBRIDGE GAS	172.49	GAS 3291 S 8000 W
3/17/2026	ENBRIDGE GAS	3,637.30	GAS 6850 W 2820 S
3/17/2026	ENBRIDGE GAS	619.68	GAS 6026 PARKWAY BLVD
3/17/2026	ENBRIDGE GAS	1,065.31	GAS 8931 W 3500 S
3/17/2026	ENBRIDGE GAS	6,810.29	GAS 7650 W 2100 S

MAGNA WATER DISTRICT

INVOICE PAYMENTS

3/2/2026 to 3/31/2026

Check Issue Date	Payee	Amount	Description
3/17/2026	ENBRIDGE GAS	592.26	GAS 8885 W 3500 S
3/18/2026	ALLSTATE	478.27	INSURANCE
3/18/2026	MID ATLANTIC TRUST COMPANY	4,169.16	401(K)
3/19/2026	INDUSTRIAL SUPPLY CO., INC.	481.62	PPE- WWTP
3/19/2026	INDUSTRIAL SUPPLY CO., INC.	56.52	PPE- WWTP
3/19/2026	WORKERS COMPENSATION FUND OF U	1,666.34	WORKERS COMP INSURANCE
3/20/2026	ROCKY MOUNTAIN POWER CO.,	120.07	POWER BOOSTER STATION
3/20/2026	ROCKY MOUNTAIN POWER CO.,	22,080.06	POWER BARTON 1 & 2
3/20/2026	ROCKY MOUNTAIN POWER CO.,	71.83	POWER 3500 S TANKS
3/20/2026	ROCKY MOUNTAIN POWER CO.,	92.62	POWER BACCHUS TANKS
3/20/2026	ROCKY MOUNTAIN POWER CO.,	96.44	POWER SECONDARY RES PUMP
3/20/2026	ROCKY MOUNTAIN POWER CO.,	4,308.73	POWER ZONE 3
3/20/2026	ROCKY MOUNTAIN POWER CO.,	2,942.16	POWER 7600 RESERVOIR
3/20/2026	ROCKY MOUNTAIN POWER CO.,	11.86	POWER JORDAN VALLEY
3/20/2026	ROCKY MOUNTAIN POWER CO.,	291.39	POWER CEMENT BLDG SHOP
3/23/2026	HACH COMPANY	75.26	SAMPLE CELL
3/23/2026	HACH COMPANY	217.08	REAGENT- CHLORINE FREE CL17
3/23/2026	WHEELER MACHINERY CO	169.54	ROLLER SERVICE FILTERS - #46
3/23/2026	WHEELER MACHINERY CO	431.95	BACKHOE SERVICE FILTERS - #11
3/23/2026	WHEELER MACHINERY CO	292.85	ELEMENT AS-0- #87
3/23/2026	WHEELER MACHINERY CO	457.26	ELEMENT HYD - #86
3/23/2026	WHEELER MACHINERY CO	442.06	ELEMENT SEP - #84
3/23/2026	WHEELER MACHINERY CO	433.73	ELEMENT AS - #53
3/24/2026	LOWE'S	115.78	MISC SUPPLIES- SHOP
3/24/2026	LOWE'S	342.12	MISC SUPPLIES- SHOP
3/25/2026	ROCKY MOUNTAIN POWER CO.,	91.73	POWER SHALLOW WELLS
3/26/2026	AIRGAS USA, LLC - CENTRAL DIVISION	78.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
3/26/2026	AIRGAS USA, LLC - CENTRAL DIVISION	6.00	ARGON RENTAL CYLINDER
3/26/2026	ANAGO OF UTAH	375.00	JANITORIAL SERVICES EDR
3/26/2026	ANAGO OF UTAH	895.00	JANITORIAL SERVICES OFFICE
3/26/2026	ANAGO OF UTAH	375.00	JANITORIAL SERVICES WWTP
3/26/2026	BLUE STAKES OF UTAH 811	258.82	BILLABLE & NON E-MAIL NOTIFICATIONS
3/26/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
3/26/2026	CHEMTECH-FORD, LLC	174.00	WATER LAB & TESTING
3/26/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
3/26/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
3/26/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
3/26/2026	CINTAS 1ST AID	52.01	ADMIN OFFICE FIRST AID CABINET
3/26/2026	CINTAS 1ST AID	78.22	WWTP FIRST AID CABINET
3/26/2026	CINTAS 1ST AID	58.51	WWTP ADMIN BLDG FIRST AID CABINET
3/26/2026	CINTAS 1ST AID	66.40	EDR FIRST AID CABINET
3/26/2026	CINTAS 1ST AID	137.97	SHOP FIRST AID CABINET
3/26/2026	CLINT DILLEY	238.00	PER DIEM- WEAU CONFERENCE
3/26/2026	CUMMINS SALES AND SERVICE	168.04	REPAIR GENERATOR - 4100 W
3/26/2026	DALLAS HENLINE	688.95	PER DIEM & MILEAGE -WEAU CONFERENCE
3/26/2026	E.T. TECHNOLOGIES, INC	1,807.20	SLUDGE REMOVAL
3/26/2026	E.T. TECHNOLOGIES, INC	1,472.19	SLUDGE REMOVAL
3/26/2026	E.T. TECHNOLOGIES, INC	741.25	SLUDGE REMOVAL
3/26/2026	E.T. TECHNOLOGIES, INC	1,532.09	SLUDGE REMOVAL
3/26/2026	FEDEX	18.75	SHIPPING
3/26/2026	FISHER SCIENTIFIC	612.88	LABORATORY SUPPLIES- WWTP
3/26/2026	GORRINGE, QUINTON T	339.00	REIMBURSEMENT FOR EXAM & BONUS
3/26/2026	HESCO SERVICES, INC.	2,151.80	CRANE INSPECTIONS
3/26/2026	HOME DEPOT CREDIT SERVICES	392.72	TOOLS & SEALS- HOP
3/26/2026	HOME DEPOT CREDIT SERVICES	698.97	TOOLS- EDR
3/26/2026	JORDAN VALLEY WATER	700.40	LABORATORY SERVICES
3/26/2026	JORDAN VALLEY WATER	28,706.54	WATER DELIVERIES
3/26/2026	LOWE'S	59.75	MISC SUPPLIES- SHOP
3/26/2026	LOWE'S	16.42	MISC SUPPLIES- OFFICE
3/26/2026	LOWE'S	109.98	MISC SUPPLIES- SHOP
3/26/2026	LOWE'S	366.45	MISC SUPPLIES- SHOP
3/26/2026	M.C. GREEN & SONS INC.	1,425.05	HYDRANT DEPOSIT REFUND
3/26/2026	METERWORKS	6,716.10	METER INSTALLATION
3/26/2026	MOTION & FLOW CONTROL PRODUCTS,INC	335.62	GREASE LINE- SCREEN ROLLER- WWTP
3/26/2026	RASMUSSEN EQUIPMENT COMPANY	15.40	FUEL FILTER - #41
3/26/2026	ROCKY MOUNTAIN MEDICAL CLINIC	175.00	DOT PHYSICAL & PREEMPLOYMENT EXAM AND SCREENING
3/26/2026	S&S ELECTRIC, LLC	766.50	ZONE 3 CULINARY BOOSTER STATION
3/26/2026	SHERWIN WILLIAMS	290.30	PAINT SUPPLIES- SECONDARY
3/26/2026	SMITH HARTVIGSEN, PLLC	2,890.00	GENERAL LEGAL MATTERS
3/26/2026	SMITH HARTVIGSEN, PLLC	224.00	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
3/2/2026 to 3/31/2026**

Check Issue Date	Payee	Amount	Description
3/26/2026	SMITH HARTVIGSEN, PLLC	1,948.50	LEGISLATIVE MATTERS
3/26/2026	SRM CONCRETE	681.00	CONCRETE FOR REPAIRS
3/26/2026	STAPLES BUSINESS CREDIT	166.64	OFFICE SUPPLIES- SHOP
3/26/2026	STEVE REGAN CO.	1,884.28	WEED CONTROL - WATER
3/26/2026	STEVE REGAN CO.	1,176.20	WEED SPRAYER - #54
3/26/2026	THATCHER COMPANY	8,810.23	CHEMICALS
3/26/2026	THATCHER COMPANY	10,397.20	CHEMICALS
3/26/2026	THATCHER COMPANY	(5,000.00)	CHEMICALS
3/26/2026	TREVOR ANDRA	238.00	PER DIEM - WEAU CONFERENCE
3/27/2026	ROCKY MOUNTAIN POWER CO.,	1,083.21	POWER HAYNES WELL
3/30/2026	VEOLIA WTS SOLUTIONS USA, INC.	8,640.00	GROUNDING RODS - EDR
		\$ 1,172,936.70	

VENDOR NAME	AMOUNT	YTD Totals
ADVANCED ENGINEERING & ENVIR. SERVICES	41,362.78	107,391.27
AIRGAS USA, LLC - CENTRAL DIVISION	177.03	372.68
ALLSTATE	478.27	1,434.81
AMERITAS LIFE INSURANCE CORP	2,330.07	6,990.21
ANAGO OF UTAH	2,915.00	6,130.00
AQS ENVIRONMENTAL SCIENCE	2,000.00	4,000.00
ARDURRA	8,565.00	12,247.50
BANKCARD CENTER	1,251.78	1,251.78
BLAND'S RECYCLING	80.00	3,200.00
BLUE STAKES OF UTAH 811	258.82	853.99
BOB'S BELT SERVICE	601.10	601.10
BOWEN COLLINS & ASSOCIATES	12,182.75	111,835.50
CASH (PETTY)	149.43	385.16
CHEMTECH-FORD, LLC	9,608.00	24,883.00
CINTAS 1ST AID	462.22	1,496.23
CLARK, STEVE	688.95	688.95
CLINT DILLEY	238.00	926.95
COMMERCIAL LIGHTING SUPPLY	970.00	1,420.00
CORRIO CONSTRUCTION, INC.	598,124.04	1,471,080.03
COSTCO WHOLESALE	236.59	472.84
CUMMINS SALES AND SERVICE	1,907.79	1,907.79
DALLAS HENLINE	688.95	688.95
DELCO WESTERN	8,710.70	8,710.70
DEPT OF GOVERNMENT OPER	5,014.79	9,781.40
DITCH WITCH OF THE ROCKIES	3,364.13	3,364.13
E.T. TECHNOLOGIES, INC	15,426.91	49,657.37
EK BAILEY CONSTRUCTION	1,800.00	1,800.00
ELITE GROUNDS, LLC	2,333.51	2,333.51
ENBRIDGE GAS	12,897.33	45,385.54
EPIC ENGINEERING, P.C.	14,795.50	83,331.13
ETS	5,460.00	7,260.00
FEDEX	18.75	18.75
FERGUSON WATERWORKS #1616	97.92	888.04
FISHER SCIENTIFIC	612.88	612.88
GLENS KEY INC.	981.00	981.00
GORRINGE, QUINTON T	339.00	678.00
GRAINGER	848.07	3,439.63
HACH COMPANY	292.34	6,226.21

VENDOR NAME	AMOUNT	YTD Totals
HEALTH EQUITY	32.45	79.65
HESCO SERVICES, INC.	2,151.80	2,151.80
HOME DEPOT CREDIT SERVICES	1,091.69	1,091.69
HUBER TECHNOLOGY	3,800.00	4,781.36
IGES, INC.	16,362.49	19,243.84
INDUSTRIAL SUPPLY CO., INC.	538.14	538.14
IPS	151.20	453.60
JORDAN VALLEY WATER	29,406.94	94,230.56
JUB ENGINEERS, INC.	3,844.20	41,342.60
KENWORTH SALES CO., INC	261.63	261.63
LARRY H MILLER - DSS UTAH	845.22	845.22
LATECH EQUIPMENT INC	4,614.48	4,614.48
LAWSON PRODUCTS, INC.	4,432.53	4,432.53
LEISLE FITZGERALD	688.95	688.95
LEVERAGE IT SOLUTIONS	3,225.00	9,450.00
LOWE'S	1,010.50	1,793.16
M.C. GREEN & SONS INC.	1,425.05	1,425.05
MECHANICAL SERVICE & SYSTEMS, INC.	7,282.50	9,461.24
METERWORKS	6,716.10	9,758.48
MID ATLANTIC TRUST COMPANY	8,338.32	24,601.29
MOTION & FLOW CONTROL PRODUCTS,INC	335.62	335.62
NORTHROP GRUMMAN	36,000.00	36,000.00
OSINC, INC	194.00	1,088.97
OWEN EQUIPMENT	2,354.53	3,690.55
PURCHASE POWER	250.00	951.50
RASMUSSEN EQUIPMENT COMPANY	15.40	892.60
REGENCE BCBS OF UTAH	23,765.52	72,876.35
ROCKY MOUNTAIN MEDICAL CLINIC	175.00	435.00
ROCKY MOUNTAIN POWER CO.,	65,069.60	199,658.32
RULON HARPER CONSTRUCTION, INC	1,165.36	4,522.60
S&S ELECTRIC, LLC	766.50	766.50
SHERWIN WILLIAMS	290.30	290.30
SKM INC.	1,196.36	2,005.19
SMITH HARTVIGSEN, PLLC	5,062.50	10,952.00
SRM CONCRETE	681.00	1,514.50
STANTEC CONSULTING SERVICES INC.	41,345.11	69,185.64
STAPLES BUSINESS CREDIT	2,226.69	2,492.47
STEVE REGAN CO.	3,060.48	3,060.48

VENDOR NAME	AMOUNT	YTD Totals
SWANSON BUILDING MATERIALS, INC	364.61	364.61
THATCHER COMPANY	30,850.84	80,232.03
THOMAS PETROLEUM	336.00	336.00
TREVOR ANDRA	408.00	408.00
UNITED RENTALS (NORTH AMERICA) INC.	536.81	536.81
UTAH ASSOCIATION OF SPECIAL	12,608.00	12,608.00
UTAH SAFETY COUNCIL	3,735.00	3,735.00
UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	125,509.50
VEOLIA WTS SOLUTIONS USA, INC.	8,640.00	17,640.00
VESTIS	2,376.08	7,138.54
WESTERN CONF TEAMSTERS PENSION	28,464.13	97,114.17
WHEELER MACHINERY CO	2,227.39	18,477.39
WORKERS COMPENSATION FUND OF U	1,666.34	8,998.42
ZIONS FIRST NATIONAL BANK	444.44	167,506.10
TOTALS	1,172,936.70	3,167,295.46

**MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
3/2/2026 - 3/31/2026**

Check Issue Date	Payee	Amount	Description
3/4/2026	ZIONS FIRST NATIONAL BANK	83530.83	5436869-BOND SER 2013
		\$ 83,530.83	

MANAGER'S REPORT



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 04/01/26 (April 9th 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

- Water Operations
 - Service Maintenance position for water construction crew has been filled
- Office
 - Currently scheduling candidate interviews for Customer Service/Accounts Receivable Clerk position

OPERATIONS

- Water Operations
 - Started filling & testing & cleaning of secondary water system with fully operational by April 15th
 - WOM putting together costs for potential in house copper club secondary water installation in 2600 South
 - EDR crew has been starting up, flushing, sampling & testing of drinking water wells for upcoming demand increase
- WWTP Operations
 - Started up of reuse pump station to start filling & cleaning of secondary water system
 - WWOM reviewing options for trailer needs for sludge hauling when ET Technologies closes current location
 - Collection crew has been locating and raising buried manholes throughout district

- Office
 - GM & Controller reviewing past due collection procedures
 - Controller drafted No Fault policy for board review at next board meeting
 - Yoppify coordinating with meterworks for data to support AMI customer access portal

- Delinquent accounts
 - February 2026
 - Accounts that are delinquent: 643
 - Total of all delinquent accounts: \$173,627.44
 - Average delinquent account balance: \$270.02
 - Pink notices sent out = 247
 - Pink notices were 61% effective
 - Red notices were 86% effective as of 2/26/26

 - January 2026
 - Accounts that are delinquent: 717
 - Total of all delinquent accounts: \$238,996.73
 - Average delinquent account balance: \$333.33
 - Pink notices sent out = 296
 - Pink notices were 58% effective
 - Red notices were 91% effective as of 1/31/26

 - December 2025
 - Accounts that are delinquent: 778
 - Total of all delinquent accounts: \$279,319.71
 - Average delinquent account balance: \$359.02
 - Pink notices sent out = 301
 - Pink notices were 67% effective
 - Red notices were 93% effective as of 12/24/25

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - District working with Magna Elementary on putting together a presentation on water conservation & localscapes
 - Held precon with DR Horton & Salt Lake Excavating on 4100 South road/waterline installation
 - Met w/ golf course board on 3/30/26 to review cost of secondary water extension in 2600 South and new service
- Work to improve communication & morale with employees
 - Draft goals to be reviewed in April board meeting
 - Employee succession planning meetings starting next week
- Work to improve communication with customers
 - Sent out a flyer on secondary water system, localscapes, & backflow prevention for irrigation connections
 - District will host a Localscapes class with JVVCD on 4/15/26 at 5:30 pm
 - Will get board direction on water conservation level/drought response & then draft flyer & send out in April for upcoming irrigation season
 - Thorough and prompt response to customer concerns and complaints
 - Some calls on secondary water & water wasters

ENGINEERING REPORT

Engineering Report (Updated 04/01/26)

Capital and General Engineering Projects

- 8800 West Water line Project
 - Postponed till later date
- 7200 W and 3100 S Secondary Water Project
 - Plan to construct spring 2026
- **Influent Pump Station**
 - Processing submittals and RFI's
 - **Grit Building: working on mechanical, electrical and new piping from headworks.**
 - **Pump Station: Screw Pumps set, working on grout in channel and power to pumps.**
 - **Continuing setting manholes. Conduit runs complete. Pull electrical wires to PS next.**
- **Haynes Well #8 Replacement**
 - Well drilling and casing design complete
 - **Anticipate Drilling Well in May if awarded**
 - Pump house design complete
 - Working on paperwork and agreement for \$1.31 million grant
 - Resubmitted work plan and CatEx
 - **Awaiting final approval from EPA**
- West Side Collection Phase 1B Project
 - SR-201 bore on hold until fiber is relocated
 - Working on drawings and with UDOT to find an approved contractor.
 - **Fiber design complete. Getting costs from contractor and schedule.**
- West Side Collection Phase 2 Project
 - 95% design complete
- **West Side Collection Phase 3 Project**
 - **Pre-Design meeting on 04/01/2026**
- **Change House**
 - **90% design complete**
 - **Land use review by City/MSD underway**
- **Zone 3 Secondary Water Reservoir**
 - **Pipeline complete**
 - **Adding lifts to dike, grading bottom of pond and prepping for liner**
- **Lead and Copper Service Line Replacement**
 - **9100 W. Utility side complete, coordinating with homeowners for replacement**
- Railroad Parcel
 - Hold property
- EDR Finish and Feed Tank Design
 - **Moving to 60% design**
- Master Plan
 - **Working on Rate Analysis**

**WATER
OPERATIONS
REPORT**

Water Production Report & Callout Report

March 2026

Water Production Summary

The culinary water production for the month of March was 108.72 million gallons or 333.68 acre feet, a 7.48% increase from March 2025.

We have purchased YTD 69.28-acre feet of water from Jordan Valley Water.

Callout Report – Water and Wastewater Combined

Total number of call outs - 16

Water – 10

Wastewater - 6

Total Hours for call outs – 51

Water – 33

Wastewater – 18

Mainline Leak – 1

Service Line Leaks – 0

Miscellaneous - 15

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Mar-26

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2026	2025			2026	2025		
CULINARY WATER								
Well Sources Barton and Haynes	302.67	275.59			858.28	811.47		
To Waste	32.83	31.53			97.72	92.18		
Total Finished Blend EDR	264.40	241.29			741.43	713.42		
JVWCD Magna Reading	68.88	66.47			195.81	195.32		
JVWCD	69.28	67.43			196.60	198.21		
Total Culinary Water	333.68	308.72	7.48%	108,722,287	938.03	911.63	2.81%	305,636,439
SECONDARY WATER								
Irrigation Well #1	0.57	-			0.57	-		
Irrigation Well #2	0.79	-			0.79	-		
Irrigation Well #3	0.04	-			0.04	-		
High Zone (secondary)	-	-			-	-		
Low Zone (secondary)	-	-			-	-		
WWTP Reuse (secondary)	12.76	-			12.76	-		
Total Secondary Water	14.16	-	100.00%	4,613,739	14.16	-	100.00%	4,613,724
Total Production of Water	347.84	308.72	11.25%	113,336,012	952.19	911.63	4%	310,250,163
* EDR Blend + Total Secondary + JVWCD = Total Production								

MARCH CALL OUTS

Dept.	Employee	Date	Hours	Description
SEWER	DYLLAN DELOBEL	3/4/2026	3	OX DITCH BLOWER POWER INTERRUPTION DUE TO POWER BUMP
SEWER	SCOTT BECK	3/5/2026	3	VEGA RADAR SENSOR BLOCKAGE IN SCUM WELL 3
		3/6/2026	3	NETWORK FAILURE IN RAS PLC
WATER	MICHAEL HARMS	3/6/2026	3	SHUT OFF VALVE & PULLED HOTSIDE METER FOR OWNER TO FIX INSIDE VALVE- 3633 S TOOLSON
		3/6/2026	3	REPLACE METER, VALVE FIXED- 3633 S TOOLSON
WATER	GAVIN HENSHAW	3/2/2026	3	COLDSIDE LEAK- 3845 S BOWIE DR
		3/24/2026	3	MAINLINE LEAK-2957 S 9100 W
SEWER	CHET DRAPER	3/19/2026	3	PRESS TWO WASH BAR OVER TRAVEL
		3/20/2026	3	TRITON BLOWER 5 COMMUNICATION FAULT
		3/23/2026	3	TRITON BLOWER 1 COMMUNICATION FAULT
WATER	CHRIS THOMPSON	3/20/2026	3	WATER TURN ON- 8657 W TITANIUM DR
		3/21/2026	3	COLDSIDE LEAK IN YARD, TURN OFF WATER- 2891 S BERKSHIRE CIR
			3	WATER LEAKING IN ROAD- 2596 S 7200 W
WATER	GENE STOTT	3/24/2026	3	MAINLINE LEAK- 2957 S 9100 W
WATER	MATT HUNTER	3/27/2026	3	EMERGENCY BLUE STAKE- 7490 W WASHINGTON RD
		3/28/2026	3	LOW WATER PRESSURE- 8717 W HELEN DR
		3/29/2026	3	COLD SIDE PIN HOLE LEAK ON SETTER- 2950 S HIBLER DR

Total Callout Hours	51
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Total Callouts	16
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Total Water/EDR Hours	33
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Total # of Water Callouts	10
----------------------------------	-----------

Total WWTP Hours	18
-------------------------	-----------

Total WWTP Callouts	6
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LEAKS

Date	Address	Hours	Mainline/Service
3/24/2026	2957 S 9100 W	6	MAINLINE
	TOTAL	6	

WASTEWATER OPERATIONS REPORT

Magna WRF Operations Report: March 2026

Overview:

- As we entered March, operations focused on preparing reuse equipment for the upcoming irrigation season. Cloth disk filters were taken offline for inspection and service. Reuse pumps were serviced, inspected, and tested, with pumping beginning on March 30 to start filling the lower reservoir for initial flushing.

Regulatory & Compliance:

- Biannual heavy metals sampling, E.T. Technologies metals sampling, and second quarter biomonitoring were all completed during the first week of April, with no anticipated discrepancies to report.

PARAMETER	Permit Limit	Jan-2026	Feb-2026	Mar-2026
Influent BOD (mg/L)	N/A	221	208	246
Effluent BOD (mg/L)	25	5	5	5
BOD Removal Percent (%)	85	98	98	98
Influent TSS (mg/L)	N/A	305	285	281
Effluent TSS (mg/L)	25	5	4	4
TSS Removal Percent (%)	85	98	99	99
Effluent Ammonia (mg/L)	7	0.65	0.71	0.90
Additional Plant Parameters				
Wasting Rate (MGD)	N/A	.169	.158	.139
Daily Average Plant Flow (MGD)	N/A	2.742	2.724	2.785
Monthly Total Reuse Flow (MG)	N/A	0.0	0.0	3.5

**These measures are key indicators of how well the treatment process is working.*

*BOD (Biochemical Oxygen Demand) is a measure of the amount of dissolved oxygen that microorganisms need to break down organic matter in wastewater under aerobic conditions.

*TSS (Total Suspended Solids) is a measure of the number of solid particles suspended in wastewater or effluent that can be trapped by a filter.

Monthly Highlights:

- Year-to-date effluent total phosphorus is averaging .93 mg/L, compared to 1.13 mg/L at this time last year, positioning the facility well to meet the annual average limit of 1.0 mg/L. This improvement has been achieved while reducing aluminum sulfate injection ahead of the filters as part of ongoing efforts to improve process efficiency and reduce chemical costs.

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	1/4/2026	1st Monday in January	1/1/2027
Adoption of District's Annual Tentative Budget	10/9/2025	11/30/2025	10/1/2026
Annual Certification and Filing of FINAL Budget with State Auditor	12/15/2025	12/31/2025	12/31/2026
Annual Filing of Impact Fees Report with State Auditor	COMPLETED 3/18/2026	3/31/2026	3/31/2027
Annual Filing of Financial Statements with State Auditor	6/30/2024	6/30/2024	6/30/2025
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/15/2026	1/31/2026	1/31/2027
Quarterly Budget to Actual Reports provided to Board of Trustees			
1st Quarter	5/1/2026	May	05/31/2026
2nd Quarter	8/1/2026	August	08/31/2026
3rd Quarter	11/1/2026	November	11/30/2026
4th Quarter	2/1/2027	February	02/28/2027
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website			
1st Quarter	4/27/2025	04/30/2025	04/30/2026
2nd Quarter	7/31/2025	07/31/2025	7/31/2026
3rd Quarter	10/31/2025	10/31/2025	10/31/2026
4th Quarter	1/31/2026	01/31/2026	1/31/2027
WWTP Annual Biosolids Report to State	2/10/2026	3/1/2026	3/1/2027
OSHA 300 Report - Posted & Submitted	1/16/2026	2/1/2026	2/1/2027
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/1/2026	30 days after information has changed	0/01/2027
Semi-annual Report to State Money Management Council			
June 30 Report	7/15/2025	07/31/2025	7/31/2026
December 31 Report	1/31/2026	01/31/2026	1/30/2027
File statement with Division of Corporations re: receipt of notice of claim	1/1/2026	January	1/1/2027
File with Registry of Lieutenant Governor	4/23/2025	A year from the last filing	4/30/2026
Disclosure regarding responsibility of homeowner to repair retail water line	3/31/2025 10/31/2025	Semi-Annually	10/31/2024
Year End W-2's	1/28/2026	January 31	1/31/2027
Quarterly Payroll Reports			
1st Quarter	4/27/2025	4/30/2025	4/30/2026
2nd Quarter	7/31/2025	7/31/2025	7/31/2026
3rd Quarter	10/31/2025	10/31/2025	10/31/2026
4th Quarter	1/31/2026	1/31/2026	1/31/2027
Annual Sales Tax Return	1/28/2026	January 31	1/31/2027
Annual ET Technologies Waste Renewal Certification	4/30/2025	4/30/2025	4/30/2026

COMPLIANCE OF LEGAL REQUIREMENTS AND INTERNAL POLICIES CHECK LIST

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Water Use Report	1/31/2026	03/31/XXXX	3/31/2027
Municiple Wastewater Planning Program Report	4/10/2025	April 15	5/1/2026
Publish Consumer Confidence Report	7/1/2025	Every July 1	7/1/2026
Risk Management Plan - WWTP	11/1/2025	Every 5 years	2030
Renew SAM.gov Registration	COMPLETED	3/10/2026	3/10/2027
Water Conservation Plan	2026	Every 5 years	2031
Ethical Behaviour Written Pledge to Trustees & Employees	2026	Annually	
Annual Employee Training			
Sexual Harassment & Discrimination	6/25/2025	December 31	6/30/2026
Tuition Assistance Program	On-going	During Hiring Onboarding	On-going
Fraud Awareness Training	8/1/2025	December 31	9/1/2026
Data Privacy Training	12/1/2025	12/2026	12/1/2027
Ethical Behavior	10/29/2025	December 31	10/1/2026
Preventing Violence in the Workplace	8/1/2025	December 31	9/1/2026
Annual Trustee Training			
Open and Public Meetings Act	11/30/2025	12/01/2026	11/30/2026
Utah Public Officers' and Employees' Ethics Act	11/30/2025	12/01/2026	11/30/2026
New Trustee Special and Local District training Course	11/30/2025	Within one year of Office	11/30/2026
Conflict of Interest Annual certification	1/31/2026	1/31/2027	1/31/2027
Employee Performance Evaluations	11/30/2025	12/31/2025	11/30/2026
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/11/2025	June 30 of following year	12/31/2026
GRAMA Training Annual for Records Officer	5/13/2025	December 2024	5/31/2026
Data Privacy Program Report - Annual	12/31/2025	12/31/2026	12/31/2026
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
Appoint A Board Chair Person Annually	1/8/2026	January Regular Board Meeting	1/1/2027
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Review Insurance/Bonding Requirements	2026	December 2025	2027
Review Fund Balance Limitation	2026	December 2025	2027
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Impact Fee Facilities Plan Update/Impact Fee Analysis - Proposing Change - Public Hearing	2/19/2026	2/19/2026	Unknown
Meeting Minutes Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Webiste, District website, and district office within three business days after the minutes are approved, make an audio recording of the open meeting available to the public for listenting, and post the same within three days of meeting.	Ongoing		Ongoing

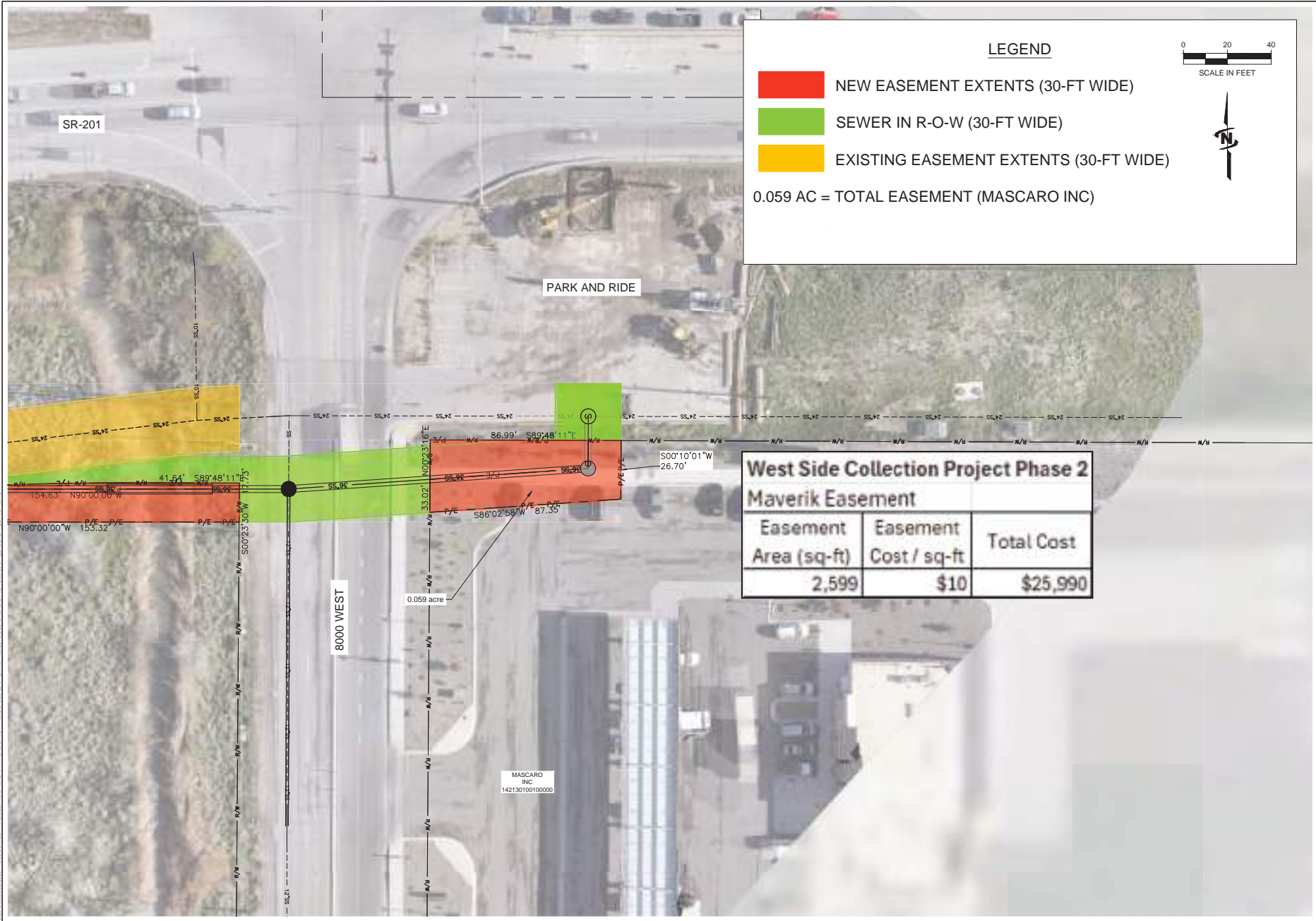
HR REPORT

Human Resources Report

- Staffing- 34 of 36 positions are currently filled.
- Training- **March 23-25 Onsite CPR, First Aid and AED**
April 14 Traffic Control Technician (Ed Tucker)
April 22-24 Qualified Water Efficient Landscaper (Gene Stott)
April 23 Manager/Lead Team Building
April 29 Onsite Fire Extinguisher
June 24 Onsite Confined Spaces
- Safety Focus- Fire Safety
- Conferences- April 14-17 WEAU
- Succession Planning
- Annual Employee Goals

MAVERIK

P:\01-210\2025\10-22 AM Plotted by Alan Ashby
 Date Created: 10/20/25 10:22 AM



LEGEND

- NEW EASEMENT EXTENTS (30-FT WIDE)
- SEWER IN R-O-W (30-FT WIDE)
- EXISTING EASEMENT EXTENTS (30-FT WIDE)

0.059 AC = TOTAL EASEMENT (MASCARO INC)

SCALE IN FEET

West Side Collection Project Phase 2 Maverik Easement		
Easement Area (sq-ft)	Easement Cost / sq-ft	Total Cost
2,599	\$10	\$25,990

JUB
J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
392 E. Winchester St.
Suite 300
Salt Lake City, UT 84107
Phone: 801.886.9052
www.jub.com

REUSE OF DRAWINGS

JUB SHALL RETAIN ALL COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS AND SHALL NOT BE HELD RESPONSIBLE FOR ANY REUSE OF DRAWINGS WITHOUT WRITTEN CONSENT FROM JUB. REUSE OF DRAWINGS WITHOUT WRITTEN CONSENT FROM JUB IS PROHIBITED AND WITHOUT LIABILITY OR LEGAL EXPENSE TO JUB.

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY

**MAGNA WESTSIDE COLLECTION SYSTEM
IMPROVEMENTS: PROJECT 2**

MAVERIK EASEMENT EXHIBIT

FILE: 25-011 EASEMENT EXHIBIT

TITLE: 25-011 EASEMENT EXHIBIT

DRAWN BY: 252

CHECKED BY: 252

DATE: 10/20/25

SCALE: 1" = 400'

AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY.

LAST UPDATED: 10/20/25

SHEET NUMBER: 1

HAYNES WELL #8

March 24, 2026

Trevor Andra, P.E.
Magna Water District
8885 W 3500 S
Magna, UT 84044

SUBJECT: Haynes Well #8 Drilling

Dear Trevor:

On Monday, March 23, 2026 Horrocks attended the bid opening for the Haynes Well #8 Drilling project. Three bids were received and opened, and it was verified that the bidders provided the required bid forms, bid bonds, acknowledgements and all unit costs lined up with the total bid price. Listed below are the contractors and their bid price, the bid alternate price, and the total bid price.

Contractor	Bid Price	Bid Alt.	Total
Lang Equipment, LLC	\$1,014,305.00	\$90,000.00	\$1,104,305.00
Hydro Resources – Rocky Mountain, Inc.	\$1,095,778.00	\$104,400.00	\$1,200,178.00
Zim Industries	\$1,166,691.00	\$90,000.00	\$1,256,691.00

Lang Equipment had the lowest bid and Horrocks recommends awarding the contract to Lang Equipment based on the reasonable price.

If you have any questions, please feel free to contact me at (801)556-1765.

Sincerely,



Mark Chandler, P.E., P.G.
Principal, Horrocks
P: 801-359-5565 | E: mark.chandler@horrocks.com

HORROCKS

March 6, 2026

Trevor Andra, P.E.
District Engineer
Magna Water District
8885 W 3500 S
Magna, UT 84044

SUBJECT: Proposal for Drinking Water Source Protection Plan Update for Barton Wells (1, 2, 3, 4 and 5) and Haynes Wells (2, 4, 7, 8, 9)

Dear Trevor:

Horrocks is pleased to provide you with this proposal to support your work on the preparation of the Drinking Water Source Protection Plan (DWSPP) updates for the wells listed above. We will complete the update of the source protection plans, in accordance with Division of Drinking Water standards and requirements including a review of the District's requirements to notify and educate residents. We will work with you to complete the plan update and submit the plans to the Division of Drinking Water for approval. The cost to complete this effort is \$22,115.50. The specific tasks associated with this project are outlined below.

TASK 010: PROJECT MANAGEMENT

This task includes two coordination meetings and general project management, including invoicing.

TASK 020: REVIEW PREVIOUS DWSPP

Horrocks will review the last submitted reports from 2020 and identify changes within the source protection zones such as new businesses and new development.

TASK 030: MAPPING AND PCS IDENTIFICATION

This second task will require preparing the mapping for the source protection report and identification of the known PCS'. Horrocks will complete this first effort prior to completing a "windshield" survey and search of the area to see which PCS' may no longer exist or which new PCS' may have moved into the area. As we complete this effort, we will index each PCS to provide the District with the information necessary to complete the evaluation of these PCS'.

TASK 040: COORDINATION WITH DISTRICT ON IMPLEMENTATION

Horrocks will work with the District directly to identify implementation tasks and schedules that will work for the District and within the District's current resources. This will help prepare an outline of tasks to be undertaken by District staff and will provide a clear plan for the District.

TASK 050: PREPARE UPDATED REPORTS

After the updated mapping has been completed, PCS' have been evaluated and the District has committed to new implementation strategies, Horrocks will prepare the reports in accordance with State code for submittal to the DDW. Horrocks will work to combine some or all reports to reduce the overall number of reports the District needs to manage in the future.



TASK 060: ADDITIONAL SERVICES - T&M (AUTHORIZATION REQUIRED PRIOR TO COMMENCEMENT)

Any services beyond the defined scope of work—including, but not limited to, additional revisions due to agency comments, revisions resulting from client-directed changes, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services will not be initiated without prior written authorization from the client.

SCHEDULE AND FEE

Horrocks anticipates completing the update services identified as **Time-and-materials (T&M)** within approximately **8 weeks** from execution of the contract. These durations are based on our current understanding of the project and assume timely receipt of client decisions and required approvals. The schedule does not account for review times by local jurisdictions or permitting agencies, which are outside of Horrocks' control.

For services identified as **time-and-materials (T&M)**, Horrocks will proceed only upon written authorization from the client. The schedule for these services will be coordinated with the client and integrated into the overall project timeline to minimize impact on critical path items.

Horrocks will provide regular updates on schedule progress and notify the client of any impacts resulting from agency reviews, permitting requirements, or client-directed changes.

Task No.	Task Description	Fee Type	Proposed Fee / Basis
Task 010	Project Management	T&M	\$1,150.00
Task 020	Review Previous DWSPP	T&M	\$5,622.00
Task 030	Mapping and PCS Identification	T&M	\$5,309.50
Task 040	Coordination with District on Implementation	T&M	\$1,860.00
Task 050	Prepare Updated Reports	T&M	\$8,174.00
Task 060	Additional Services (Authorization required prior to commencement)	T&M	Per Standard 2026 Hourly Rates

Total Estimated Fee: \$22,115.50

- **Notes:**
- Lump sum tasks are billed as fixed fees tied to deliverables.
- T&M tasks are billed at Horrocks' **2026 Standard Rates, the fee and rates increase on an annual calendar year basis.**
- Out-of-scope services will not be performed without written client authorization.
- The above fees exclude permitting, agency review, or permitting charges.
- Reimbursable expenses including printing (for documents requested by Client) and miscellaneous costs paid on behalf of the Client will be billed at actual cost plus 10%.
- All Application and Review Fees are to be paid directly by Client.



- Horrocks retains the right to assess Client interest at the rate of one and a half percent (1.5%) per month on invoices with payment outstanding over thirty days from the invoice date
- The scope and corresponding fees are subject to change if the site design, lot density, or extent of improvements change significantly from what was referenced for this proposal and as described herein.

We look forward to performing this work and can begin immediately upon authorization to proceed. The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of Client. By Signing below, Client is acknowledging and agreeing to **Horrocks LLC Engineering Services Agreement attached as 'Exhibit A'**.

Thank you for the opportunity to support you on this project; we look forward to working together.

Sincerely,

Bronson Smart, P.E.
Director – Source and Storage, Horrocks
P: 435-654-2226 | E: Bronson.smart@horrocks.com

HANSEN ALLEN
AND LUCE

TASK ORDER NO. 023.22.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Magna Water District
Effective Date of Agreement: April 22, 2019

THIS TASK ORDER NO. 023.22.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 30th day of March 2026 by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: 2026 Update of the District's Risk & Resilience Assessment, Emergency Response Plan
The PROJECT SITE is located as follows: Magna Water District service area
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 023.22.100 A1.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with estimated fees for the study as included in Exhibit T.O. 023.22.100 A1, in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit 023.22.100 B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. We estimate that project can be completed according to the schedules included in the proposal included in Exhibit T.O. 023.22.100 A1.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this TASK ORDER as of the date first above written.

CLIENT: Magna Water District

HANSEN, ALLEN & LUCE, INC.

By: _____

By: 

Its: _____

Its: Principal



EXHIBIT T.O. 023.22.100 A1

Mr. Trevor Andra
District Engineer
Magna Water District
8885 W 3500 S
Magna, UT 84044

March 21, 2026

RE: Emergency Response Plan and Risk and Resilience Assessment - Proposal

Dear Mr. Andra,

Per your request, we have prepared a proposal to update the Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) for the Manga Water District. This proposal is organized into the following sections: Project Understanding, Scope of Work, and Fee & Assumptions. Our proposed fee reflects our experience completing similar assessments for other cities and water districts.

PROJECT UNDERSTANDING

In 2018, the America’s Water Infrastructure Act (AWIA) was enacted that requires community water systems to conduct RRA’s. Each system must prepare or revise an ERP that incorporates the findings of the RRA. An update is required every five years, and systems with 3,301 – 49,999 residents must complete their update to the RRA by June 30, 2026. The ERP must be completed with six months of completing the RRA.

The following Scope of Work is proposed for updating the RRA and ERP.

SCOPE OF WORK

TASK 100 Risk and Resilience Assessment

Objective: Prepare updated Risk and Resilience Assessment to meet the requirements of the AWIA

Input:

- Data documenting District facilities
- Most recent RRA

Activities:

- a. Participate in a meeting with the District to identify all District assets required to be evaluated by the AWIA to update the Qualitative Risk Assessment.
- b. Update and evaluate risk to the system from malevolent acts and natural hazards. Risk from natural hazards will be evaluated based on information available in the VSAT (Vulnerability Self Assessment Tool) program provided by the EPA.
- c. Update the asset list and reprioritize assets.
- d. Update the Qualitative Risk Assessment for the water system to determine overall system resilience to malevolent acts or natural hazards.

- e. Update Quantitative Risk Assessment for all water system assets including updating the system block diagram and evaluating all asset categories required by the AWIA.
- f. Coordinate with the District on preparing the cyber security assessment.
- g. Update the Existing Countermeasure Analysis for all system assets.
- h. Review and update countermeasures for risk reduction and develop updated costs for proposed countermeasures.
- i. Participate in a meeting with the District to discuss Risk and Resilience Assessment results and proposed countermeasures for risk reduction.
- j. Prepare the Risk and Resilience Assessment Report.

Output:

- Risk and Resilience Report

TASK 200: EMERGENCY RESPONSE PLAN

Objective: Prepare a comprehensive Emergency Response Plan to guide responses in emergencies impacting the drinking water system.

Input:

- Updated RRA
- Most recent ERP

Activities:

- a. Identify drinking water assets, discuss ERP elements, gather information on safety equipment and materials, and assign Incident Command System roles to District personnel.
- b. Assess system resilience and redundancy using the Drinking Water Master Plan.
- c. Develop response procedures for various emergency scenarios and create the ERP in accordance with AWIA requirements.
- d. Submit a draft ERP and participate in meetings with the District to review and address comments.
- e. Complete and finalize the Drinking Water Emergency Response Plan.

Output:

- Drinking Water Emergency Response Plan

ESTIMATED FEE AND ASSUMPTIONS

Our estimated fee for completing the RRA and ERP is **\$18,500**.

The Hansen, Allen & Luce, Inc. (HAL) Scope of Work and Engineering Fee have been developed and estimated assuming that the project will proceed in general conformance with HAL's proposal. As part of this Scope of Work, the following assumptions were made. If circumstances arise which cause these assumptions not to be valid, a change in the Scope of Work and engineering fee will be necessary:

1. Five project meetings are anticipated during the project. We have assumed that all other communication and/or correspondence will be by telephone, email, or mail.

Mr. Trevor Andra
March 21, 2026
Page 3

2. The District will promptly provide requested data, attend meetings, and give feedback on reports.
3. No site visits will be conducted.
4. Documents will be provided electronically.

Charges to the project will be billed as Time & Materials based on actual expenses in accordance with HAL's Fee Schedule.

SCHEDULE

We propose the following schedule to complete all tasks outlined above.

- **April 2026:** Project kickoff meeting with the District; data collection; contract execution.
- **May – June 2026:** RRA analysis, drafting, and internal HAL review.
- **Mid-to-Late May 2026:** Draft RRA submitted to District for review; final RRA submitted following incorporation of District comments.
- **June 12, 2026:** RRA presented to and approved by the Board of Trustees.
- **June 30, 2026:** RRA certified and submitted to EPA (AWIA deadline).
- **August – October 2026:** ERP drafted and submitted to District for review and comment.
- **Mid-to-Late October 2026:** Draft ERP submitted to District for review; final ERP submitted following incorporation of District comments.
- **November 12, 2026:** ERP presented to and approved by the Board of Trustees.
- **November 30, 2026:** ERP finalized and delivered to the District (AWIA deadline; within six months of RRA certification).

Thank you for your consideration. Please contact us with any questions.

Sincerely,

HANSEN, ALLEN & LUCE, INC.



Chris Thompson, P.E.
Senior Project Manager

**EXHIBIT T.O. 023.22.100 B
STANDARD FEE SCHEDULE
2026**

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel hourly rates related to the completion of the project, in accordance with the following:

Managing Professional III	\$250
Managing Professional II	\$240
Managing Professional I	\$227
Senior Professional III	\$215
Senior Professional II	\$206
Senior Professional I	\$190
Professional III.....	\$180
Professional II.....	\$168
Professional I.....	\$157
Professional Intern II.....	\$147
Professional Intern I.....	\$139
Environmental Scientist II	\$149
Environmental Scientist I	\$131
Engineering Student Intern	\$90
Water Resource Specialist II	\$164
Water Resource Specialist I	\$153
Professional Geologist II.....	\$183
Professional Geologist I.....	\$168
Geologist	\$154
Senior Designer.....	\$152
Designer	\$139
Senior Field Technician	\$169
Field Technician	\$110
CAD Operator.....	\$121
Administrative Assistant	\$84
Professional Land Surveyor.....	\$175
1 Man GPS Surveying Services.....	\$190
Grout Seal Witness.....	\$209
Drone Pilot	\$230
Expert Legal Services.....	\$375

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs related to the completion of the project.

Charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$7 per labor hour
Out-of-town per diem allowance (lodging not included)	\$80 per day
Vehicle	\$0.74 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$165 per day
Data Logger/Transducer.....	\$165 per week
Credit Card Payment Fee	3.5% of Payment Amount

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and expense charges will occur in January of each year.



SURPLUS ITEMS









loc **LED**
QUICK
TURNAROUND

SHARP
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**INVESTMENT
COMMITTEE
MTG MINUTES**



Berkley J. Hanks, CLU, ChFC
Accredited Investment Fiduciary©
LPL Investment Advisor Representative
bhanks@apafg.com

Supervisory Office:

8899 South 700 East Suite 225
Sandy, UT 84070

Phone: 801-871-0840

Fax: 801-757-8669

March 27, 2026

Magna Water District
PO Box 303
Magna UT 84044

Dear Investment Committee:

On March 26, 2026, the Magna Water District 401(k) Plan held its semi-annual Investment Committee Meeting. Below is our summary of the meeting:

Attendees: Andrew Sumsion
Clint Dilley
Trevor Andra
Steve Clark
Lelsle Fitzgerald
Ty Quinn
Mandy Whitmore
Berkley Hanks

Location: Magna Water offices

Time: 10:00 AM local time

Committee Discussion Item(s):

Approved Committee Actions:

- 1) The **Watchlist** will contain the following fund(s):

Proposed Watch List - Approved 12/31/25			
VBLAX	Vanguard Long Term Bond Index Adm	8	Keep on watch list
RSLFX	American Funds SMALLCAP World R5	7	
VEMAX	Vanguard Emerging Mkts Stock Idx Adm	7	

- 2) The following funds were removed from the watchlist and placed in good standing:

American Funds Europacific Growth R5 (RERFX)

- 3) The following fund(s) will be removed from the plan and mapped to the following:
 - None

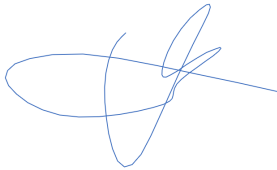
- 4) The Watch List was approved by the Committee.

Other Items of Discussion:

- None

These minutes reflect our understanding of the discussion items and the actions the Committee has taken as a result of the meeting. Should you have any changes that you would like reflected in these minutes, please let us know.

Sincerely,



Berkley J. Hanks, CLU, ChFC
Accredited Investment Fiduciary©

COPPER CLUB

Cost to Extend Secondary Water to Copper Club

		Copper Club	MWD
10-inch Main Line Extension	Parts & Material	\$12,874	
	Labor & Equipment		\$23,536
4" Connection to Main	Parts & Material	\$2,576	
	Labor & Equipment	\$13,746	
New 1-inch Service	Parts & Material	\$1,456	
	Labor & Equipment	\$4,394	

Estimated Cost	\$35,046	\$23,536
-----------------------	-----------------	-----------------

Average 2023 - 2025	
Estimated Savings Using Secondary Water	\$10,243

OPS BLDG

Schedule

12 to 13 Months to Construct

Target Date to get Final Design to MWD – Monday, April 20, 2026

Post Advertisement for Bid - Monday, April 20, 2026

Post Bid Volumes (Drawings and Specs) – Monday, April 27, 2026

Proposed Bid Due date – Thursday, May 21, 2026

Board Meeting - Thursday, June 11, 2026

Substantial Completion – July 30, 2027

Final Completion – August 27, 2027

Present at Board Meeting for Approval

April

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January 2027

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March

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April

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July

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August

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29	30	31				

COMPLETION

Engineer's Opinion of Probable Cost For 100% Review



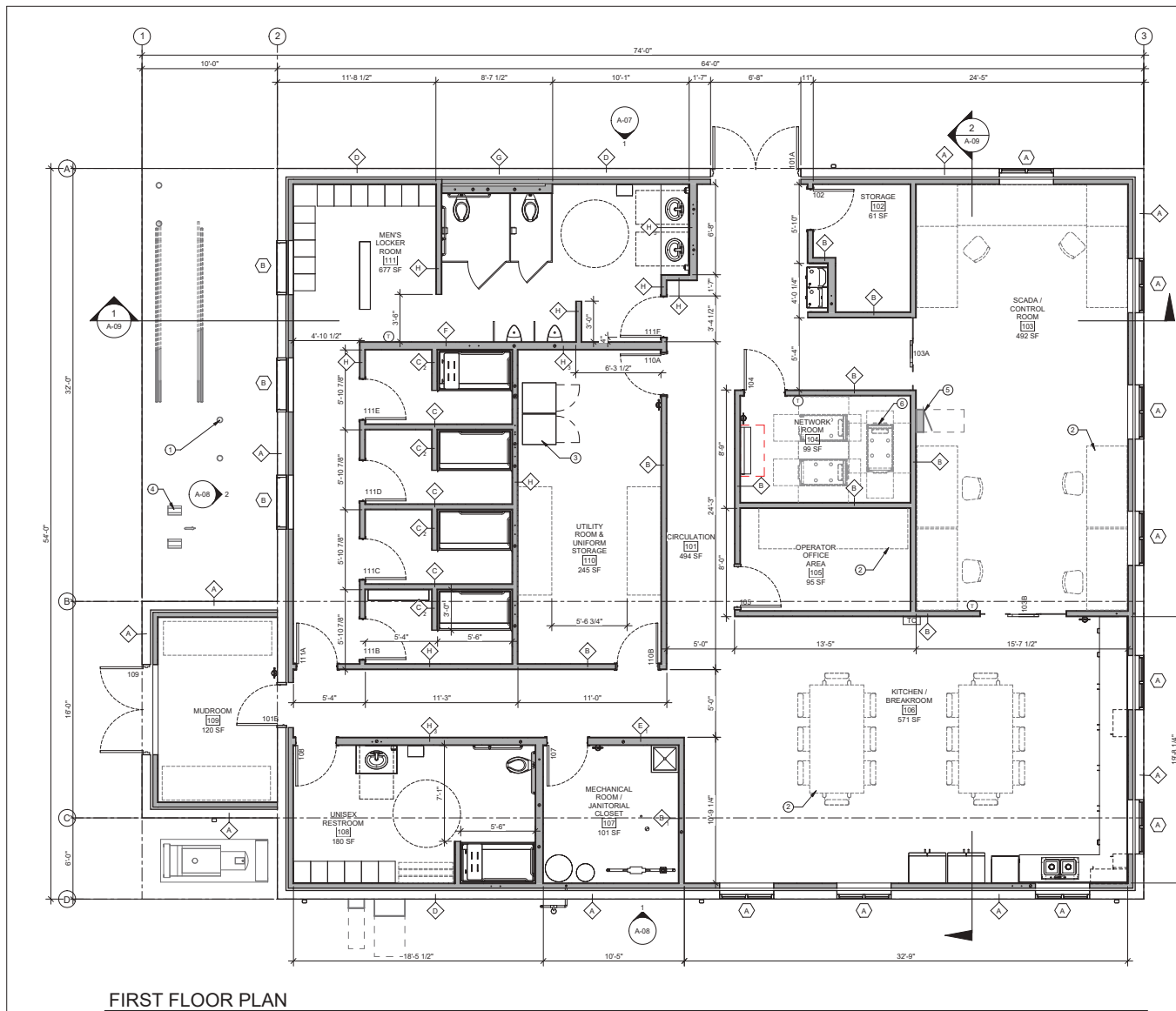
Magna Operations Building

Date: 3/31/2026

Prepared By: BM/NR

No.	Item		Cost
0	01 41 26 - PERMITS (ON BID FORM)	\$	20,000
1	01 71 00 - MOBILIZATION (5%)	\$	93,900
2	02 00 00 - EXISTING CONDITIONS	\$	56,700
3	03 00 00 - CONCRETE	\$	160,700
4	04 00 00 - MASONRY	\$	264,000
5	05 00 00 - METALS	\$	217,000
6	06 00 00 - WOOD, PLASTICS, & COMPOSITES	\$	10,500
7	07 00 00 - THERMAL & MOISTURE PROTECTION	\$	107,000
8	08 00 00 - OPENINGS	\$	38,500
9	09 00 00 - FINISHES	\$	30,800
10	10 00 00 - SPECIALTIES	\$	27,500
11	12 00 00 - FURNISHINGS	\$	16,800
12	12 00 00 - FURNISHINGS (BY OWNER)	\$	24,000
13	22 00 00 - PLUMBING	\$	68,200
14	23 00 00 - HVAC	\$	116,600
15	26 00 00 - ELECTRICAL	\$	275,000
16	31 00 00 - EARTHWORK	\$	176,000
17	32 00 00 - EXTERIOR IMPROVEMENTS	\$	184,000
18	33 00 00 - UTILITIES	\$	23,000
19	40 00 00 - PROCESS INT. (ON BID FORM W/ 10% CONTINGENCY)	\$	101,908
	Subtotal	\$	1,993,000
	Contingency (10%)	\$	198,000
	Project Total	\$	2,191,000

This opinion of probable construction is based on experience with past projects of similar construction. It is understood that the Bowen Collins & Associates has no control over economical factors or unknown conditions that may have a significant impact on actual project costs. Bowen Collins & Associates does not guarantee its cost estimates and accepts no liability for problems created by the difference in actual costs and this opinion of probable construction cost.



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN LEGEND

- ◊ ASSEMBLY TYPE (SEE ASSEMBLIES SHEET)
- ◊ ASSEMBLY MODIFIER, PER TYPE
- NAME ROOM NAME AND NUMBER
- ① WINDOW TYPE (SEE A-12)
- ⊙ KEYNOTE
- ⊖ THERMOSTAT
- DIRECTION OF VIEW, IF APPLICABLE
- 1 DRAWING NUMBER
- X000 SHEET WHERE DRAWN
- 100 DOOR NUMBER (SEE SHEET A-09)
- DIMENSION TO FACE OF FRAMING
- DIMENSION TO GRID LINE
- DIMENSION TO CENTER LINE

GENERAL NOTES

- A. SEE STRUCTURAL, MECHANICAL, HVAC, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- B. SEE SHEET A-01 FOR BUILDING CODE REQUIREMENTS.
- C. SEE SHEET A-12 FOR DOOR AND HARDWARE INFORMATION.
- D. COORDINATE ALL PENETRATIONS WITH RESPECTIVE TRADES WHICH INCLUDE SLABS, WALLS, AND ROOF.
- E. SEE STRUCTURAL DRAWINGS FOR SLAB CONSTRUCTION, STAIRWAY CONSTRUCTION, AND DETAILS.
- F. SEE DETAIL 1/GA-06 AND SPECIFICATIONS FOR TYPICAL METAL STUD CONSTRUCTION.

KEYNOTES

1. METAL ROOF ACCESS STAIRWAY. SEE STRUCTURAL PLANS.
2. FURNITURE BY OWNER.
3. WASHER AND DRYER. SEE PLUMBING PLANS.
4. BOOT WASH STATION. SEE PLUMBING PLANS.
5. ELECTRICAL PANEL. SEE ELECTRICAL PLANS.
6. IT EQUIPMENT. SEE ELECTRICAL PLANS.



90% DESIGN!

NOT FOR CONSTRUCTION FOR REVIEW ONLY

NO.	DATE	REV. BY	DESCRIPTION

MAGNA WATER DISTRICT
MAGNA WRF OPERATIONS BUILDING
MAGNA, UTAH

VERIFY SCALE
BAR SCALE IN CHARGE: [REDACTED]

DESIGN: GREGOIRE
DRAWN: BORNIER

REVIEW: GREGOIRE
CHECKED: GREGOIRE
APPROVED: [REDACTED]

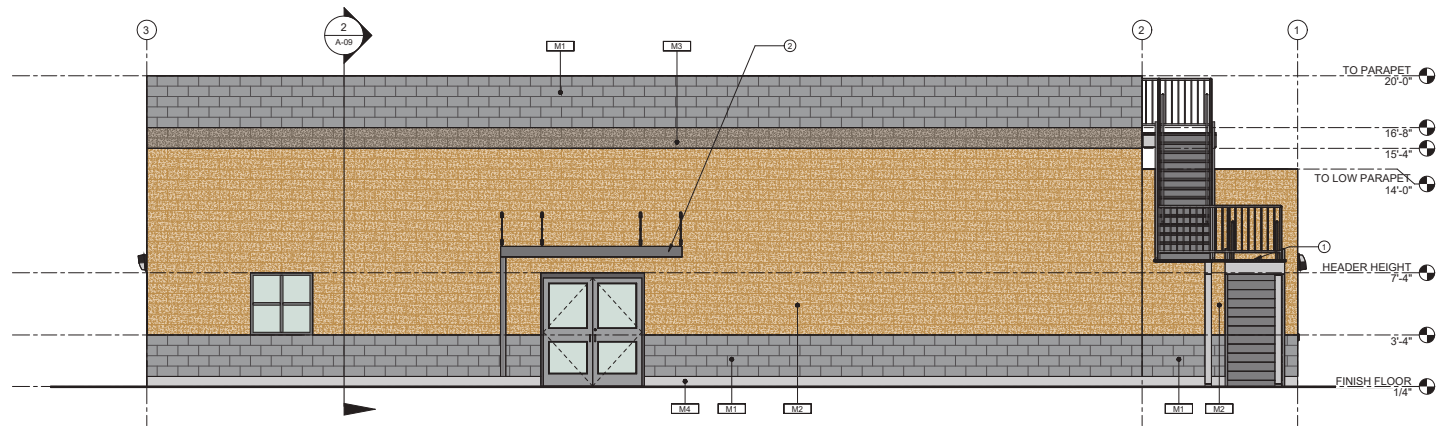
ARCHITECTURE
FLOOR PLAN

PROJECT NUMBER: 483-25-01
DATE: FEBRUARY 2026

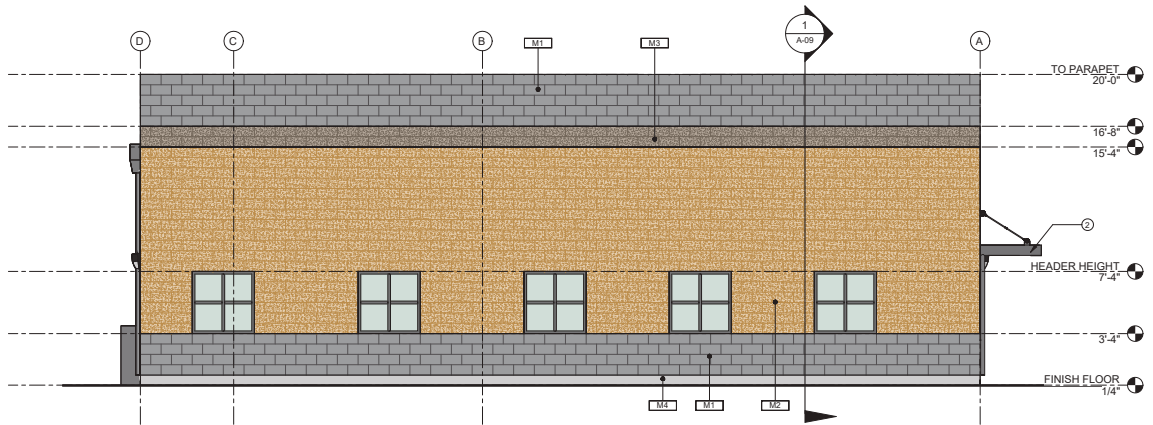


DRAWING NO.
A-04

SHEET 22 OF 86



1 NORTH ELEVATION
 A-04 SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
 A-04 SCALE: 1/4" = 1'-0"

MATERIALS LEGEND

- M1: 8x8x16 CONCRETE MASONRY
 COLOR: 705 PRECISION, COMB FACE
 MORTAR COLOR: MC58 LIGHT
- M2: 8x8x16 CONCRETE MASONRY
 COLOR: 825 SPLIT FACE
 MORTAR COLOR: MC16 DARK
- M3: 8x8x16 CONCRETE MASONRY
 COLOR: 695, GROUND FACE, 5-SCORE
 MORTAR COLOR: MC88 DARK
- M4: CONCRETE

GENERAL NOTES

- A. COORDINATE WITH STRUCTURAL SHEETS FOR MASONRY BLOCK SIZE.
- B. UTILIZE FULL LENGTH MATERIALS TO AVOID UNINTENDED JOINTS NOT OTHERWISE SHOWN.
- C. CONTRACTOR TO PROVIDE MASONRY MOCK-UPS FOR ARCHITECT TO INSPECT AND APPROVE.
- D. ALL EXTERIOR LOUVERS TO BE PREFINISHED METAL TO MATCH ADJACENT FINISH.
- E. ALL EXTERIOR ROOF PIPING TO BE PAINTED TO MATCH WALL COLOR.
- F. PROVIDE CONTROL JOINTS AS NOTED ON STRUCTURAL DRAWINGS.
- G. MASONRY COLORS ARE BASED ON BASILITE CONCRETE PRODUCTS STANDARD COLORS.

KEYNOTES

1. METAL STAIRWAY. SEE STRUCTURAL DRAWINGS.
2. PRE-FABRICATED METAL AWNING. SEE STRUCTURAL DRAWINGS FOR ATTACHMENT. SEE ALSO DETAIL 5/GA-03.

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 FOR REVIEW ONLY

MAGNA WATER DISTRICT
 MAGNA, UTAH
MAGNA WRF OPERATIONS BUILDING

ARCHITECTURE
EXTERIOR ELEVATIONS

DRAWING NO.
A-07

SHEET 25 OF 86

NO.	DATE	REV.	DESCRIPTION

DESIGN	REVIEW	VERIFY SCALE
DESIGN: GREGOIRE	REVIEW: GREGOIRE	VERIFY SCALE: []
DRAWN: BORNIER	CHECKED: []	DATE: []

DATE	PROJECT NUMBER
FEBRUARY 2026	483-25-01

90% DESIGN!

**NOT FOR CONSTRUCTION
 FOR REVIEW ONLY**

NO.	DATE	REV. BY	DESCRIPTION

MAGNA WATER DISTRICT
 MAGNA, UTAH
MAGNA WRF OPERATIONS BUILDING

DESIGN: GREGOIRE
 DRAWN: BORNIER

REVIEW: GREGOIRE
 CHECKED: GREGOIRE
 APPROVED: [Signature]

ARCHITECTURE
EXTERIOR ELEVATIONS
 PROJECT NUMBER: 483-25-01
 DATE: FEBRUARY 2026

DRAWING NO.
A-08
 SHEET 26 OF 86

MATERIALS LEGEND

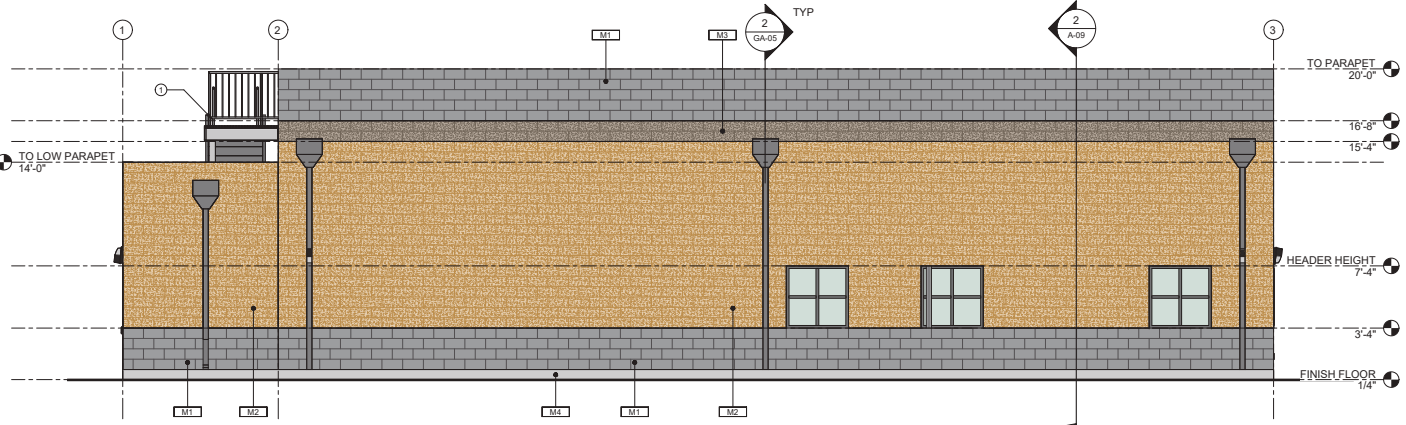
- M1** 8x8x16 CONCRETE MASONRY
 COLOR: 705 PRECISION, COMB FACE
 MORTAR COLOR: MC58 LIGHT
- M2** 8x8x16 CONCRETE MASONRY
 COLOR: 825 SPLIT FACE
 MORTAR COLOR: MC16 DARK
- M3** 8x8x16 CONCRETE MASONRY
 COLOR: 695, GROUND FACE, 5-Score
 MORTAR COLOR: MC88 DARK
- M4** CONCRETE

GENERAL NOTES

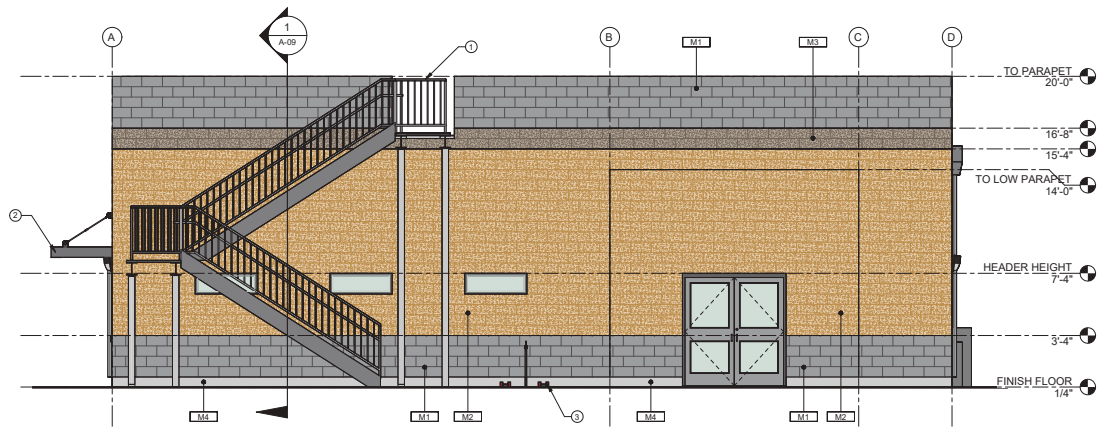
- A. COORDINATE WITH STRUCTURAL SHEETS FOR MASONRY BLOCK SIZE.
- B. UTILIZE FULL LENGTH MATERIALS TO AVOID UNINTENDED JOINTS NOT OTHERWISE SHOWN.
- C. CONTRACTOR TO PROVIDE MASONRY MOCK-UPS FOR ARCHITECT TO INSPECT AND APPROVE.
- D. ALL EXTERIOR LOUVERS TO BE PREFINISHED METAL TO MATCH ADJACENT FINISH.
- E. ALL EXTERIOR ROOF PIPING TO BE PAINTED TO MATCH WALL COLOR.
- F. PROVIDE CONTROL JOINTS AS NOTED ON STRUCTURAL DRAWINGS.
- G. MASONRY COLORS ARE BASED ON BASILITE CONCRETE PRODUCTS STANDARD COLORS.

KEYNOTES

1. METAL STAIRWAY. SEE STRUCTURAL DRAWINGS.
2. PRE-FABRICATED METAL AWNING. SEE STRUCTURAL DRAWINGS FOR ATTACHMENT. SEE ALSO DETAIL GA-03.
3. BOOT WASH. SEE PLUMBING PLANS.

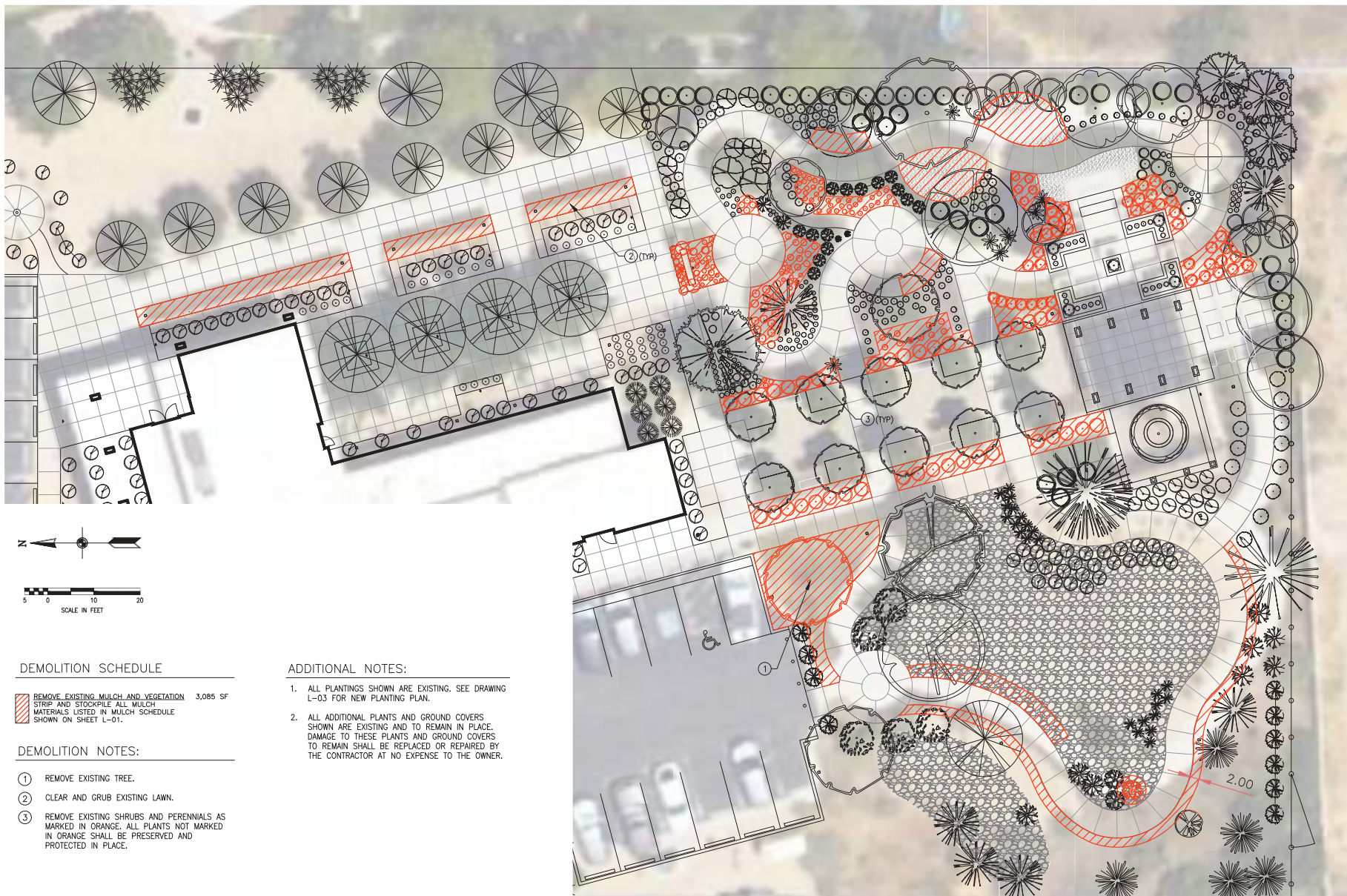


1 SOUTH ELEVATION
 A-04 SCALE: 1/4" = 1'-0"




2 WEST ELEVATION
 A-04 SCALE: 1/4" = 1'-0"

OFFICE LANDSCAPE



DEMOLITION SCHEDULE

 REMOVE EXISTING MULCH AND VEGETATION 3,085 SF
 STRIP AND STOCKPILE ALL MULCH
 MATERIALS LISTED IN MULCH SCHEDULE
 SHOWN ON SHEET L-01.

DEMOLITION NOTES:

- ① REMOVE EXISTING TREE.
- ② CLEAR AND GRUB EXISTING LAWN.
- ③ REMOVE EXISTING SHRUBS AND PERENNIALS AS MARKED IN ORANGE. ALL PLANTS NOT MARKED IN ORANGE SHALL BE PRESERVED AND PROTECTED IN PLACE.

ADDITIONAL NOTES:

- 1. ALL PLANTINGS SHOWN ARE EXISTING. SEE DRAWING L-03 FOR NEW PLANTING PLAN.
- 2. ALL ADDITIONAL PLANTS AND GROUND COVERS SHOWN ARE EXISTING AND TO REMAIN IN PLACE. DAMAGE TO THESE PLANTS AND GROUND COVERS TO REMAIN SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

PLAN



90% DESIGN

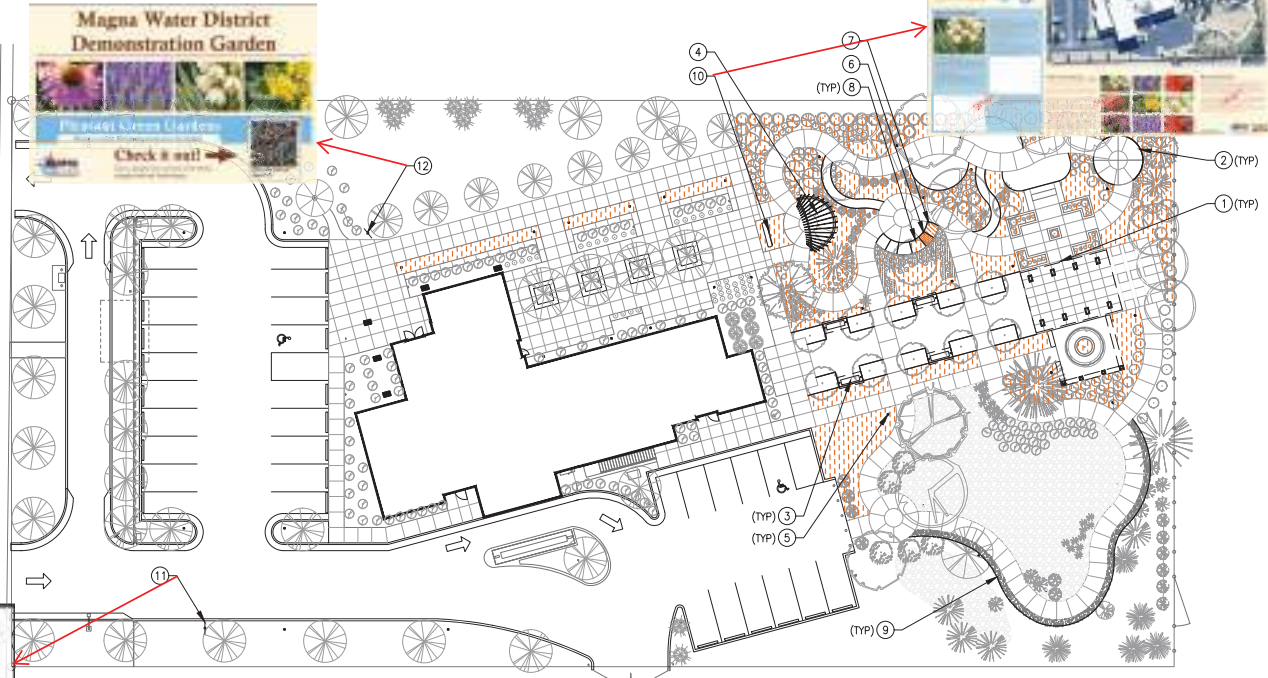
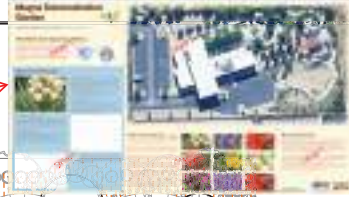
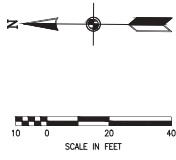
**NOT FOR CONSTRUCTION
FOR REVIEW ONLY**

NO.	DATE	REV. BY	DESCRIPTION

MAGNA WATER DISTRICT MAGDA, UTAH	DESIGN T. WYATT	CHECKED C. GARBAU	REVIEW T. WYATT	VERIFY SCALE BUT IS ONE INCH ON ORIGINAL SHEET
DEMOLITION GARDEN				

LANDSCAPE	PROJECT NUMBER 485-25-00
DEMOLITION PLAN	
DATE MARCH 2026	DRAWING NO. LX-01

\\covecollins.com\share\coveper\Projects\Magna Water District\485-25-00 Demonstration Garden\2 Design Phase\2 Drawings\4853501_Demolition.dwg Plotted: 3/9/2026 1:53 PM By: Tanner Wyatt



PLAN

MULCH SCHEDULE

	SHREDDED BARK STRIP, STOCKPILE, AND RE-APPLY TO 3" DEPTH, SUPPLEMENT WITH MATERIAL FROM STAKER PARSON (OR EQUAL) AS NEEDED.	6,078 SF
	MEDIUM BARK (2" - 3") STRIP, STOCKPILE, AND RE-APPLY TO 3" DEPTH, SUPPLEMENT WITH MATERIAL FROM STAKER PARSON (OR EQUAL) AS NEEDED.	15 SF
	1-2 IN. LANDSCAPE ROCK APPLIED TO 3". MATCH TO EXISTING	275 SF
	SMALL BARK (1/2" - 1") STRIP, STOCKPILE, AND RE-APPLY TO 3" DEPTH, SUPPLEMENT WITH MATERIAL FROM STAKER PARSON (OR EQUAL) AS NEEDED.	12 SF

LANDSCAPE NOTES:

- ① GRIND DOWN CONCRETE LIP TO REMOVE TRIPPING HAZARD.
- ② REPLACE PLASTIC EDGING WITH 1/8" THICK 4 IN. HEIGHT HOT ROLLED LOW CARBON STEEL CONFORMING TO A MINIMUM ASTM A366 (WITH CARBON CONTENT HELD TO .10 MAXIMUM) WITH STAKING AT NECESSARY INTERVALS TO ENSURE FORM.
- ③ LOCATION FOR BENCH SHELTER (INSTALLED BY OTHERS).
- ④ LOCATION FOR PERGOLA (INSTALLED BY OTHERS).
- ⑤ REPLACE LIGHT FIXTURE IF MISSING FROM PLAN LOCATION OR DAMAGED. USE HINKLEY ATLANTIS 1518SK-LL. IF EXISTING LIGHT IS FUNCTIONAL BUT NEEDS BETTER ANCHORING, REPLACE GROUND SPIKE WITH 15" SPIKE (0019BZ) FROM MANUFACTURER.
- ⑥ INSTALL SMALL BARK TO DEPTH SPECIFIED IN MULCH SCHEDULE. (L 2801)
- ⑦ INSTALL MEDIUM BARK TO DEPTH SPECIFIED IN MULCH SCHEDULE. (L 2801)
- ⑧ INSTALL SHREDDED BARK TO DEPTH SPECIFIED IN MULCH SCHEDULE. (L 2801)
- ⑨ INSTALL 1"-2" LANDSCAPE ROCK TO DEPTH SPECIFIED IN MULCH SCHEDULE. ROCK SELECTION SHALL MATCH EXISTING CONDITIONS. (L 2801)
- ⑩ INFORMATION SIGN ANCHORED TO BACK OF EXISTING CONCRETE WALL. SEE DETAIL ON GL-02.
- ⑪ WAYFINDING SIGN TO REPLACE SIGN ON EXISTING POST (INSTALLED BY OTHERS).
- ⑫ NEW ENTRANCE SIGN AND CONCRETE FOOTING. SEE DETAIL ON SHEET GL-02.

ADDITIONAL NOTES:

1. ALL PLANTINGS SHOWN ARE EXISTING. SEE DRAWING L-03 FOR NEW PLANTING PLAN.



90% DESIGN

NOT FOR CONSTRUCTION FOR REVIEW ONLY

NO.	DATE	REV. BY	DESCRIPTION

MAGNA WATER DISTRICT MAGNA, UTAH	DESIGN T. WYATT	REVIEW C. GABAU	VERIFY SCALE BASED ON ONE INCH = ONE FOOT
DEMONSTRATION GARDEN		APPROVED J. SANDER	REVISIONS

LANDSCAPE	PROJECT NUMBER 485-25-00
SITE PLAN	DATE: MARCH 2026

DRAWING NO.
L-02

SHEET 6 OF 10



1

STEEL PERGOLA

MARCH 31, 2026

Garden Shade Structures





2

STEEL PERGOLA

MARCH 31, 2026

Garden Shade Structures





3

BENCH SHADE

MARCH 31, 2026

Garden Shade Structures





4

BENCH SHADE
MARCH 31, 2026

Garden Shade Structures



Magna Water District Demonstration Garden

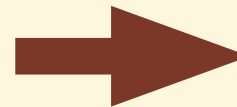


Pleasant Green Gardens

Water-wise Demonstration Garden



Check it out!



Take a garden tour to learn more about drought-tolerant landscaping.



Scan to start your self-guided tour!

Magna Demonstration Garden

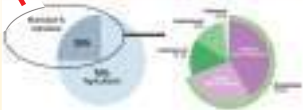


Established in 2015, this demonstration garden brings a fresh opportunity to showcase and exhibit new and relevant landscaping techniques to reduce water consumption.

Why Water-wise Gardening Matters

Water-wise gardening supports responsible water use while creating landscapes that are functional, resilient, and visually engaging. In arid and semi-arid regions like the West, irrigation can be one of the largest uses of municipal water. Designing landscapes that use water efficiently helps conserve limited resources and supports community sustainability.

Beyond water savings, water-wise landscapes often result in lower costs, reduced maintenance costs, and improved performance during drought conditions. By working with local climate conditions rather than against them, these landscapes remain attractive and durable over time.



Water-wise Strategies



Native and Adapted Plant Species

Plants used throughout the garden are selected for their ability to thrive in local conditions with minimal supplemental water once established. Native species provide additional benefits by supporting pollinators and wildlife, while adapted species expand the plant palette without increasing water demand. This approach demonstrates how diverse and visually rich landscapes can be achieved without relying on high-water plantings.

Thoughtful Plant Grouping

Plants in the garden are grouped based on similar water, sun, and maintenance needs. This strategy, often called by droozing, allows irrigation to be tailored to specific areas rather than applied uniformly across the landscape. Grouping plants appropriately improves overall efficiency and helps prevent over- or under-watering.

Together, these strategies demonstrate how design, plant selection, and maintenance practices work as a system to create landscapes that are both sustainable and visually appealing.

Efficient Irrigation Practices

Irrigation systems in water-wise landscapes are designed to deliver water efficiently and only where it is needed. Techniques such as targeted drip irrigation, appropriate sprinkler selection, and proper scheduling help minimize evaporation, runoff, and overspray. These practices ensure plants receive the right amount of water at the right time, improving plant health while reducing waste.

- Hydromance - Group and irrigate plants by water requirement. Each irrigated zone contains only one type of irrigation.
 - In-line Drip Zone: for dense plantings, trees, and large shrubs
 - Micro-sprayers/bubbblers zone: great for veggie and annual gardens
 - Spray Heads zone: Lawn
 - Point source drip zone: Less dense plantings
- Smart Controller - Customize irrigation scheduling based on irrigation, plant type, time of year, and weather.
- Auditing - Perform monthly walk-throughs to check irrigation performance.
- Storm water management - Retain water onsite by giving it somewhere to go, either by collecting it in a rain barrel, or by leaving a designated basin in the landscape for water to collect and be absorbed over time.
- Use Mulch - Add mulch to planting beds to trap moisture.

Improve Soil Health

Healthy soil is essential for water efficiency. Amended soils with organic matter improve infiltration and increase the soil's ability to retain moisture in the root zone. By improving soil structure, landscapes require less frequent irrigation and are better able to support plant growth during dry periods.



Water-wise Species



Often the best way to save on water while keeping your garden beautiful is by implementing native and adapted plant species that don't require as much water.

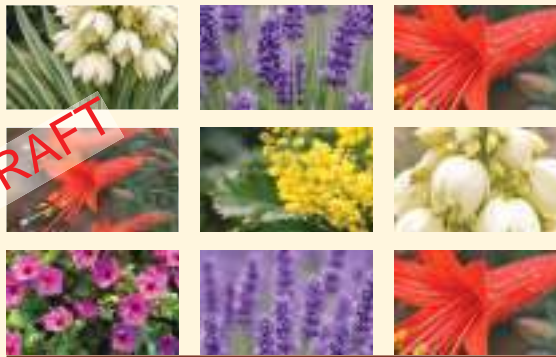
As you walk through the garden, you'll likely see several signs describing the plants. On each sign is a QR code for more information about each plant. You can learn things like drought tolerance, water and sun requirements, blooming season, and typical landscape usage.

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Moving Forward

Often the most effective way to conserve water while maintaining healthy, attractive landscapes is through the use of native and climate-adapted plant species. These plants are naturally suited to the soils, climate, and seasonal conditions of the Magna area and typically require less supplemental irrigation once established.

As you explore the Magna Demonstration Garden, you will see plant identification signs throughout the site. Each sign includes a QR code linking to additional information about individual species, including drought tolerance, water and sun requirements, bloom timing, and common landscape uses. Together, these plants demonstrate how thoughtful selection can reduce water use while supporting a resilient landscape.

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Examples of native and adapted species as found in the garden.

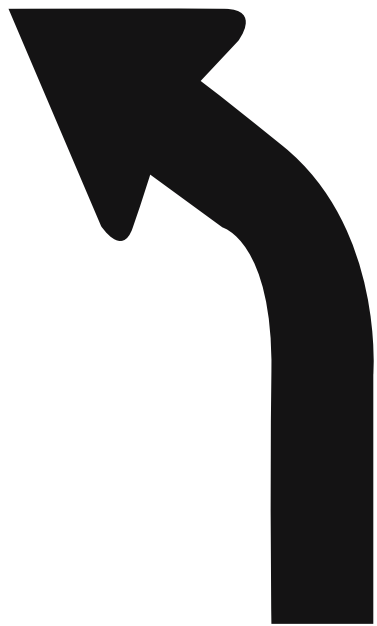


Ponderosa Pine

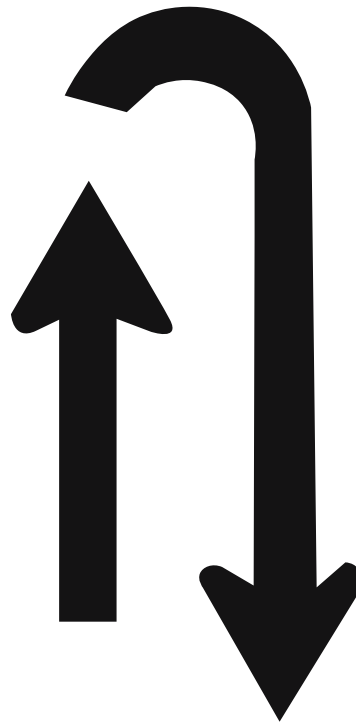
Pinus ponderosa



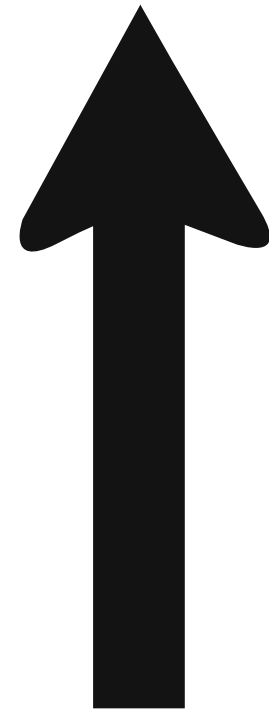
(QR Code)



**GUEST / CUSTOMER
PARKING**



**CUSTOMER
DRIVE-UP WINDOW**



**EMPLOYEE
PARKING ONLY**



DEMONSTRATION GARDEN

Probable Construction Cost

Project: Magna WD Demonstration Garden
Owner: Magna Water District

Date:
Prepared by:

No.	Item	Quantity	Units	Unit Cost	Cost
Base Bid					
1	Mobilization/Demobilization, 5%	1	LS	\$9,145	\$9,145
2	Construction Survey	1	LS	\$2,000	\$2,000
3	Demolition and Hauling of Existing Vegetation	1	LS	\$5,000	\$5,000
4	Information Sign at Entrance	2	LS	\$2,500	\$5,000
5	Plant identification signs	100	EA	\$30	\$3,000
6	Landscape	3,500	SF	\$15	\$52,500
7	Irrigation	3,500	SF	\$2	\$7,000
8	Bark Mulch	45	CY	\$120	\$5,400
9	Prefab Bench Shelters	4	EA	\$4,000	\$16,000
10	Prefab Pergola	1	EA	\$17,041	\$17,041
<i>Subtotal</i>					\$122,086
<i>30% Contingency</i>					\$36,626
Total Project Cost					\$158,712

GATEWAY TO LITTLE VALLEY

**THIRD ADDENDUM TO MASTER DEVELOPMENT AND WATER
CONNECTION AND SERVICES AGREEMENT FOR OFFSITE UPSIZED
INFRASTRUCTURE**

THIS THIRD ADDENDUM TO MASTER DEVELOPMENT AND WATER CONNECTION SERVICES AGREEMENT (“**Addendum**”) is made effective as of the Effective Date for this Addendum (defined below), by and between D.R. Horton, Inc., a Delaware Corporation (“**Developer**”), and Magna Water MWD, a political subdivision of the State of Utah (“**MWD**”). Developer and MWD are referred to individually as a “**Party**” and collectively as the “**Parties**”). The Parties enter into this Agreement in consideration of the following:

RECITALS

A. Developer and MWD are Parties to: (i) that certain Master Development and Water Connection and Services Agreement with an effective date of November 25, 2020 (the “**Agreement**”), which established the Parties’ respective obligations regarding the construction of Developer’s Little Valley Gateway development (the “**Development**”); (ii) a related Addendum to Secondary Water Dedication Credits Agreement for Water and Sewer Credits dated February 15, 2022 (the “**First Addendum**”), that covered “Phases 1 and 2” of the Development’s infrastructure costs; (iii) a Second Addendum to Master Development and Water Connection and Services Agreement for Offsite Upsized Infrastructure regarding water dedication credits (the “**Second Addendum**”); and a related but separate Gateway to Little Valley Roadway Infrastructure Agreement between the Parties dated May 21, 2020 (“**Extension Agreement**”).

B. Under the Agreement and the Extension Agreement, Developer agreed to construct certain water and sewer improvements needed for MWD to deliver culinary water, secondary water, and sewer service to the Development.

C. Developer has installed, and MWD has accepted, most of the infrastructure needed for the Development, with the exception of certain drinking water and secondary water infrastructure (“**Remaining Infrastructure**”), which Developer agreed to install when Developer constructs the eastern extension of 4100 South at approximately 8400 West (the “**Roadway**”) under the terms of a related Development Agreement Developer executed with Magna City (the “**City**”).

D. Currently, the land associated with the Roadway is located within the municipal boundaries of West Valley City, which is in the process of effectuating a municipal boundary adjustment to place the land within the City’s municipal jurisdiction following Developer’s completion of the Roadway.

E. Developer has prepared plans, a road dedication plat, and related legal descriptions for the Roadway and Remaining Infrastructure, which MWD and West Valley City have approved (collectively, the “**Plans**”), attached as Exhibit 1.

F. Concurrently with the execution of this Addendum, Developer is executing a separate agreement with the City to govern Developer’s construction of the Roadway before

August 1, 2026, and Developer's and the City's respective contributions and related obligations for said construction.

G. Developer needs to install the Remaining Infrastructure before Developer may construct the Roadway.

H. MWD owns two parcels of real property that will be modified by the construction of the Roadway: (i) Parcel No. 20-05-100-006 ("**South Parcel**"), upon which MWD has constructed a buried storage tank and control/valve building; and (ii) Parcel 14-32-300-002 ("**North Parcel**"), upon which MWD has constructed above-ground storage tanks and which MWD accesses via an easement, attached as Exhibit 2, and related access road ("**Access Road**").

I. A portion of the Roadway, as depicted in the Plans, is located on a 0.074- acre portion the South Parcel ("**MWD Land**").

J. Under Section 6 of the Agreement, the Parties agreed that: (i) Developer shall construct the portion of the Roadway located on the MWD Land; that (ii) MWD shall dedicate the MWD Land to the City for the Roadway; and (iii) Developer shall pay MWD \$11,000.00 for MWD Land or \$150,000.00/per acre (prorated) for the 0.074 acres MWD Land encompasses.

K. In lieu of Developer paying MWD for the MWD Land, the Parties desire to effectuate two boundary adjustment agreements by which Developer shall convey or cause to convey to MWD certain portions of Parcel No. 20-05-126-002 (the "**Frontage Property**") and that portion of Parcel No. 14-32-376-013 that is burdened by MWD's easement and Access Road (the "**Access Property**").

L. Developer's construction of the Roadway will modify the Access Road and its driveway on the South Parcel, and, as a result, Section 6 of the Agreement requires Developer to: (i) build a retaining wall to preserve the slope of the South Parcel driveway; (ii) continue the gated access on the South Parcel and the Access Road; and (iii) to make any existing easement and improvements needed for MWD to access the South Parcel driveway and Access Road.

M. The Parties desire to execute this Addendum to outline their respective responsibilities under the Agreement as they relate to: (i) Developer's construction of the Remaining Infrastructure and the Roadway; (ii) the conveyance of the Frontage Property and Access Property to MWD in lieu of Developer's payment obligations under the Agreement; and (iii) clarify the Parties' obligations regarding the construction of the improvements pertaining to the South Parcel and North Parcel.

NOW, THEREFORE, and in consideration of the agreement of the Parties herein, and having incorporated the Recitals set forth above, the Parties agree and covenant as follows:

AGREEMENT

1. Definitions: Unless otherwise indicated in this Addendum, all terms used in this Addendum shall have the definitions assigned to them in the Agreement.

2. Incorporation of Agreement: The Agreement is incorporated as part of this Addendum as if fully set forth herein.

3. Integration: This Addendum, together with the Agreement and any prior addenda or amendments, constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof. If there is a conflict between the terms of this Addendum, the Agreement, and any prior addenda or amendments, this Addendum shall control over such conflict.

4. Effective Date: The “**Addendum Effective Date**” for this Addendum is the date both Parties fully execute this Addendum.

5. Remaining Infrastructure: The Remaining Infrastructure is described in Ex. 1 of this Addendum. Developer shall construct the Remaining Infrastructure in accordance with the Plans, the Agreement, the Extension Agreement, and all applicable laws and standards as soon as reasonably practicable. MWD shall inspect and accept the Remaining Infrastructure pursuant to the Extension Agreement and all applicable laws and standards.

6. Amendment to Section 6 of the Agreement: Section 6 of the Agreement is repealed in its entirety and replaced as follows:

6. Land Dedication for Extension of 4100 South: MWD agrees Developer may widen, improve, and extend the portion of the Roadway located on MWD Land to provide access to the Development as shown in the Plans, subject to the following:

a. License to Construct Remaining Infrastructure and Roadway: During the Term, MWD grants to Developer, and to Developer's contractors, subcontractors, and agents, a non-exclusive and revocable license to enter the MWD Land as depicted in the Plans, attached as Ex. 1, for the sole purpose of constructing the Remaining Infrastructure and the Roadway. Developer's rights shall include: (i) the right of ingress and egress by foot and motor vehicle over and through MWD Land; (ii) the right to stage construction equipment on the MWD Land; and (iii) the right to maintain stockpiles of materials and earthworks on the MWD Land. Developer shall be responsible and liable for the actions and inactions of its contractors, subcontractors, and agents hereunder as if Developer were performing the same.

b. MSD Infrastructure and Facilities: In constructing the Roadway, Developer shall: (i) construct a retaining wall sufficient to preserve the slope of land adjacent to the Roadway on the South Parcel; (ii) construct two 20-foot wide flared approaches pursuant to plans that MWD approves that allow MWD continued access to Access Road and driveway for the South Parcel; and (iii) relocate the gate located on the Access Road. The

locations of the retaining wall, driveway approaches, and access gate relocation (collectively, the “**Improvements**”) are depicted in Exhibit 3. MWD shall be entitled to inspect the construction of the Roadway on the MWD Land and the construction of the Improvements upon reasonable notification to Developer. Developer shall timely reimburse MWD for any actual Costs MWD incurs for third party inspection of the portion of the Roadway on the MWD Land and the Improvements.

c. Boundary Adjustments: MWD agrees to dedicate the MWD land to the City for the Roadway in consideration of Developer conveying certain real property that Developer owns or otherwise controls pursuant to the following:

- i. **Frontage Property**: The Parties agree to develop and execute a mutually acceptable boundary adjustment agreement to convey to MWD to portion of the Frontage Property depicted in Exhibit 4.
- ii. **Access Property**: Developer manages and controls the Little Valley Gateway Homeowners’ Association, Inc. (“**HOA**”), which owns the Access Property. The Parties agree to develop and execute a mutually acceptable boundary adjustment agreement that shall convey to MWD the Access Property. Developer shall take all steps needed to direct and authorize the HOA to execute the boundary adjustment agreement and to take any other actions that may be needed to convey the Access Property to MWD.
- iii. **Other Possible Actions**: If, for whatever reason, the Parties are unable to use a boundary adjustment agreement to convey the Frontage Property and/or the Access Property to MWD, the Parties shall take all other steps needed to convey the Frontage and Access Properties to MWD, including subdividing the applicable portions of the parcels into separate parcels that Developer can then convey or cause the HOA to convey, as the case may be, to MWD.
- iv. **Preparation of Conveyance Documents**: At its sole cost and expense, MWD shall: (i) prepare all conveyance and related documents needed for Developer to convey the Frontage Property and Access Property to MWD, including all boundary line adjustment agreements, surveys, legal descriptions, plats, deeds, and subdivision documents (if needed); (ii) record the conveyance documents once executed by the Parties; and (iii) pay all applicable filing, recording, and other fees needed to effectuate the boundary line adjustments and/or subdivisions (if needed) required under this Subsection. The Parties shall consult and coordinate with each other in the development of the conveyance

documents and each Party shall be responsible for their own costs associated with reviewing and revising said documents, including all applicable engineering, legal, and administrative fees. Neither Party may unreasonably withhold, condition, or delay their authorization and execution of the conveyance documents.

- v. ***Conveyance of MWD Land to the City:*** *Upon the recording of the conveyance documents required under Subsection 6.c, MWD shall dedicate to the City the MWD Land for the Roadway in a manner that is mutually acceptable to MWD and the City. MWD shall cooperate in approving and signing such roadway dedication plats and development plans that West Valley City or the City may require.*

7. **Term:** The “**Term**” of this Addendum shall begin on the Effective Date and shall terminate on the date each of the following has occurred: (i) the Developer completes and MWD accepts the Remaining Infrastructure and the Improvements; (ii) MWD releases to Developer all applicable improvement completion assurances related to the Remaining Infrastructure; (iii) all applicable warranties for the Remaining Infrastructure have expired and MWD has returned any remaining funds to Developer; and (iv) MWD has obtained fee title ownership of the Frontage Property and the Access Property.

8. **Waiver:** No waiver of any of the provisions of this Addendum shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

9. **Survival:** All agreements, covenants, representations, and warranties contained in this Addendum shall survive the execution of this Addendum and shall continue in full force and effect throughout the Term, except as otherwise provided herein.

10. **Representations and Warranties:** The Parties warrant to each other that:

a. They have read, know, and understand the full contents of this Addendum and are voluntarily entering into this Addendum after having had the opportunity to receive independent legal advice from their respective attorney(s);

b. They are not relying on any statement, representation, omission, inducement, or promise of any other Party (or any member, officer, agent, employee, representative, or attorney for any other Party) in executing this Addendum, or in making the settlement provided herein, except as expressly stated in this Addendum;

c. They have investigated the facts pertaining to this settlement and this Addendum, and all matters pertaining thereto, to the full extent the Parties deemed necessary, and each Party hereby assumes the risk that there may exist facts that

the Party does not know to exist and that, if known, would materially affect the decision to execute this Addendum; and

d. That the person executing the Addendum for each Party has the authority to execute this Addendum and to obligate the Party they represent to perform the transactions contemplated herein.

11. Attorney Fees and Court Costs: Each Party agrees to bear its own costs, attorney fees, and other expenses. In the event this Addendum or any provision hereof shall be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorney fees, expert fees, and costs incurred upon appeal or in bankruptcy court, shall be paid by the Party who breaches or defaults hereunder.

12. Legal Review: Each of the Parties has had an adequate opportunity to read and review and to consider, with its own retained counsel, the effect of the language of this Addendum and is knowledgeable of and has agreed to its terms. Each Party hereto has cooperated in the drafting and preparation of all provisions of this Addendum, and, therefore, any construction of the intent of the Parties or language of this Addendum made by a court of law shall not be construed against any Party.

13. Jurisdiction, Governing Law, and Forum: This Addendum shall be construed in accordance with and governed by the laws of the State of Utah, without regard to any laws relating to choice of laws or conflict of laws between or among jurisdictions. Any dispute regarding the settlement provided in this Addendum shall be brought in the Salt Lake County District Court, State of Utah, which shall have jurisdiction for such purposes.

14. Counterparts: This Addendum may be executed in counterparts using duplicate originals or electronic or facsimile copies thereof. This Addendum shall become effective after all the Parties have executed the Addendum. This Addendum shall be effective on the latest date that it is executed by any Party. Signature by facsimile or electronic means and copies of original signatures shall be treated as original signatures.

15. Successors and Assigns: Neither this Addendum nor any of its provisions, terms or conditions may be assigned to any other Party, individual or entity without assigning the rights as well as the responsibilities under this Addendum without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the other Party as provided herein and the prior written consent of the Party.

16. Exhibits and Recitals: The Exhibits and Recitals set forth in this Addendum are incorporated herein by reference and attachment.

17. Amendment: This Addendum cannot be extended, terminated, modified or amended except by written Addendum signed by each of the Parties.

18. Notices: All notices and communications required or permitted to be given under

this Addendum, shall be in writing and shall be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the below, which the Parties may update from time to time by giving written notice to the other Parties in accordance with the provisions of this Section.

To MWD:

c/o Trevor Andra, Engineer
8885 W 3500 S
Magna, UT 84044
Trevor@magnawaterut.gov

With copies to:

Nathan S. Bracken & Claire Gillmor
MWD Attorneys
SMITH HARTVIGSEN, PLLC
257 E. 200 S., Suite 500
Salt Lake City, Utah 84111
nbracken@shutah.law
cgillmore@shutah.law

To Developer:

Name
Title
Mailing Address
Email

With a copy to:

Rob Hartshorn
DR HORTON, PLLC
12351 Gateway Park Place, Suite D-100
Draper, UT 84020
RBHartshorn@drhorton.com

19. No Relationship: Nothing in this Addendum shall be construed to create any partnership, joint venture or fiduciary relationship among the Parties.

20. Non-Liability of MWD Officials or Employees: No officer, representative, agent, or employee of MWD shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by MWD or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Addendum.

21. Public Records: The Parties understand and agree that: (i) MWD is a public entity subject to the Utah Governmental Records Access Management Act, Title 63G, Chapter 2, Part 1 of the Utah Code (“GRAMA”); and (ii) this Addendum and documents related to this Addendum may qualify as public records subject to public disclosure under GRAMA.

22. Confidentiality: To the extent allowed under GRAMA or other laws may allow, the Parties shall treat the terms of this Addendum, including, but not limited to, releases of claims and amounts paid hereunder, as strictly confidential and shall not disclose them to any third party without the prior written consent of the other Party.

23. Governmental Immunity Act: MWD is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code §§ 63G-7-101, et seq (the “Act”). Except as provided in Utah Code. §63G-7-301(1)(a) and (b), as applicable, MWD does not waive any rights, defenses, or limitations available under the Act except as otherwise provided in this Addendum.

24. Successor Legislation: Any statute, ordinance, or regulation referred to in this Addendum shall be deemed to include that statute or provision as amended, restated, and/or replaced from time to time, and any successor legislation or ordinance to the same general intent and effect.

25. Interpretation: In this Addendum, unless the context otherwise requires:

DRAFT

NO-FAULT POLICY

NO-FAULT CULINARY WATER, SANITARY SEWER FAILURE CLAIMS POLICY/PROGRAM

The purpose of this policy is to assist in the cleanup of real and personal property, and/ or compensate persons for the loss of real or personal property, destroyed or damaged as the result of a break, leak, backup or other failure of District facilities, when insurance has determined the damage was no fault of the District.

DEFINITIONS

- a) " District facilities" means any culinary water, secondary water, or sanitary sewer pipeline, and all related appurtenances, which are owned, operated and maintained by the District.
- b) " Cleanup" means all activities necessary to reasonably restore destroyed or damaged real and personal property to its pre-event condition, in accordance with cleanup criteria.
- c) " Cleanup contractor" means an independent disaster cleanup contractor, licensed to do business in the state.
- d) " Actual cash value" means the actual, depreciated value of an item, and not the replacement value.
- e) " Person or applicant" means any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate or any other legal entity(except the United States government or any of its agencies, and the state and any of its agencies and political subdivisions) or their legal representatives, agents or assigns.
- f) " Private facilities" means any pipelines and related facilities which are owned and operated by a property owner, and which connect to city facilities.
- g) " Property owner" means the owner of the premises which has sustained a loss described in this chapter, or any person lawfully in possession of such premises.

NO FAULT PAYMENT OF CLEANUP AND DAMAGES:

Damage From District owned water or sanitary sewer lines: The District shall pay, from its operating budget reasonable or actual expenses for damages and costs to clean up, sanitize, repair damaged or destroyed property, when such loss or expense is caused by breakage or backup of a district owned and maintained culinary/secondary water line or sanitary sewer line.

Such payments or services will be made if the District is determined without fault. Such payment or obligation is subject to:

- 1) the restrictions, limitations and the other provisions of this chapter;

2) unencumbered and appropriated funds existing in the district's applicable budget to satisfy the proved claim; and

3) execution of a full release, approved by the district's legal counsel, whereunder the applicants waive, release and covenant not to sue the district or any of its officers, employees or agents regarding the incident which resulted in the application or claim for damage reimbursement. Any no fault payment under this chapter shall only be made based on a waiver, release and be in lieu of all other claims regarding the incident.

REIMBURSEMENT; APPLICATION; LIMITATIONS:

All applications or claims for reimbursement under this chapter must be submitted to the District Clerk within ninety (90) days after the incident occurs or when the applicant knew, or reasonably should have known, a covered loss existed, and after the district's insurance has inspected the claim and determined the claim to be no-fault of the District.

APPLICATION INVESTIGATION AND RECOMMENDATION:

Applications or claims received by the District Clerk shall be referred to the General Manager, Board of Trustees, and the District's legal counsel. All payments shall first be approved by the Board of Trustees and all payments shall be made solely from the district's operating budget or reserved funds.

CRITERIA FOR PAYMENT OF CLAIMS:

The determination as to whether to make payment for loss under this chapter shall include the following criteria:

1. Did an applicant suffer an otherwise uninsured loss which was caused by a break in or backup of a district owned water main or sanitary sewer line, under circumstances where the applicant acted reasonably and responsibly to avoid the loss and mitigate damage or loss;
2. Has the claimed damage been substantiated in a commercially reasonable manner; and
3. Payments under this chapter shall be limited to the actual cash value (depreciated value) of the lost or damaged property and not its replacement value or cost.

Disqualifying Events: Any one or more of the following conditions shall result in the denial of all or part of an application for reimbursement or a damage payment:

1. The application was not timely submitted, as above provided;

2. The loss was partially or fully covered by private insurance; provided, that insurance deductibles are eligible for payment under the provisions of this chapter;
3. The applicant is otherwise ineligible, under the terms of this chapter;
4. The loss was caused by an unreasonable or an irresponsible act of the applicant, applicant's agent or a member of applicant's business or household; or
5. The loss or eligibility for reimbursement is unsubstantiated, under commercially reasonable standards.
6. The applicant is not in good standing with the District.

Any one or more of the following conditions shall result in reduction of a payment, request or claim:

1. The loss was partially covered by private insurance, in which event the claim shall be reduced by the amount of said insurance payment or right of payment;
2. The loss exceeds the funding limits or appropriated funds;
3. Verification of loss is inadequate or incomplete; or
4. The applicant did not cause the problem, but failed to act reasonably or responsibly to minimize or mitigate the loss.

Notwithstanding any other provisions of this chapter, no application shall be accepted from and no payments authorized for the United States of America or any other governmental or quasi-governmental entity, including any political subdivision or special district.

MAXIMUM PAYMENTS:

No payment under this chapter shall exceed any of the following:

- A. Maximum payment per claimant: **Ten thousand dollars (\$10,000.00) per incident at any one address or location;**
- B. **Maximum expenditure: One hundred thousand dollars (\$100,000.00) in any fiscal year.**

PAYMENT FOR CLEANUP AND SANITIZATION:

Notwithstanding the other provisions of this chapter, a claimant must notify the District of a breakage or backup of a District owned and maintained culinary/secondary water line or sanitary sewer line. The property owner may arrange for initial cleanup and sanitizing by

the property owner's own retained contractor(s). **The District may reimburse to the property the actual costs of this cleanup and sanitation.**

Initial Cleanup And Sanitizing Defined: Initial cleanup and sanitizing may include stopping the flow of water or effluent, removing standing water or sewer effluent from the property. Initial cleanup and sanitizing does not include repairs to or replacement of damaged building materials, or any other property damage claims. **These latter damages may be eligible for reimbursement through the process described in the other provisions of this chapter.**

Cost Of Initial Cleanup Is In Addition To Damage Payments: The cost of initial cleanup and sanitizing, whether provided by an owner or **ap** private contractor, shall be in addition to the reimbursement amount allowed as defined under "Maximum Payment".

In the event the damaged real or personal property cannot, be reasonably restored to its pre- event condition, the district may pay to the property owner the estimated actual cash value, at the time of the event, of such property. Such value shall be determined by a professional appraiser engaged by the District for such purpose.

In no event shall the department pay, or reimburse the property owner for the payment of, special or consequential damages.

PAYMENT DOES NOT IMPLY LIABILITY OR WAIVE GOVERNMENTAL IMMUNITY:

The adoption of this policy and any payment made pursuant to this chapter is not an admission of liability and it does not imply any or responsibility on the part of the District, including responsibility for any damage or loss.

Any assistance or payment made under this chapter is strictly voluntary on the part of the District. While it shall be the general policy of the district to follow the provisions of this chapter, the District shall not be required to do so. The District may, based on the particular facts and circumstances of an event, elect to reject a request for assistance hereunder. If a request for assistance under this chapter is not approved by the director within 90 days of filing, it is deemed rejected. In the event a request hereunder is rejected, the property owner' s recourse would be to proceed under the provisions of the Utah Governmental Immunity Act and file a notice of claim thereunder.

Nothing in this chapter shall be construed as an acknowledgment by the District that the property owner has a meritorious claim under the Utah Governmental Immunity Act, and the district reserves the right to assert any and all available defenses. The ninety-day notice period under this chapter shall not operate to extend the one- year notice period under the Utah Governmental Immunity Act. This chapter shall not in any way supersede, change or

abrogate the Utah Governmental Immunity Act, and its application to the District, or establish in any person a right to sue the District under this chapter.

Acceptance of any payment made pursuant to this chapter shall constitute a full and complete release of any and all claims against the District, its officers, employees and agents arising from the incident subject of that payment.

BUDGET EXPENDITURES:

The District is authorized to establish, subject to review and approval by the Board of Trustees, a water and sewer utility enterprise no fault loss account, to be funded from water and sanitary sewer rates. Appropriations will be made through the regular budget process, including recommending to the Board of Trustees the adoption of utility fee and rate increases to fund this program, if necessary.

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