



MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

10:00 AM

THURSDAY SEPTEMBER 12, 2024

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

SEPTEMBER 12, 2024
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: September 12, 2024, at 10:00 am
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to Order**
- B. Public, Board and Staff join in the Pledge of Allegiance**
- C. Welcome the Public and Guests**
- D. Public Comment**

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

- E. Inquire of any conflicts of interests that need to be disclosed to the Board**
- F. Approval of common consent items**
 - 1. Minutes of the regular board meeting held August 8, 2024
 - 2. Expenses for July 29 to September 1, 2024
 - General Expenses: \$3,208,511.00
 - Zions Bank Bond Payment: \$83,492.50

- G. Employee Recognition – Matt Skogerboe**

- H. Department Reports:**

- 1. General Manager Report
- 2. Engineering Report
- 3. Water Operations Report (water production and call out report)
- 4. Wastewater Operations Report
 - Aeration Equipment Update

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

I. Project Awards & Agreements

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

1. (Trevor) IGES Task Order for WRF Influent Project material testing in the amount of \$16,000.
2. (Trevor) AE2S Task Order for SIU Agreement Northrup Grumman (local limit support) in the amount of \$16,572.
3. (Trevor) Terracon proposal for Phase II Site Investigation in the amount of \$21,950.
4. (Trevor) Terracon supplemental proposal for Phase II Site Investigation in the amount of \$120,600.
5. (Raymond) Purchase of 8 (eight) replacement stacks for the EDR plant in the amount of \$530,708.
6. (Raymond) Locate valve exploratory work by Noland Construction on 8400 W 4100 S in the amount of \$69,513.

J. Administrative

Discussion and possible motion to approve the following administrative items:

1. (LeIsle) Approval of surplus items – 4 Toshiba laptops, receipt printer, hand punch time clock, 10-battery backup USB, 2 fire hydrants

For information and discussion only – no action items:

1. (Trevor) RMP demand response program.
2. Next month's board meeting – October 3, 2024, at 10:00 am

K. Training & Safety

Discussion and possible motion to approve the following training & safety items:

1. (Andrew) Approval to attend the following conferences:

- Society of Human Resource Management Conference September 23 – 25, 2024, Utah Valley Convention Center
- Caselle Annual Summit October 14 – 16, 2024, Salt Palace Convention Center
- UASD Conference November 6 – 8, 2024, Davis Conference Center
- WEAU Midyear Conference November 6, 2024

L. Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205.

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

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

O. Other Business

P. Adjourn

MEETING MINUTES

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

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, August 8, 2024, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

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

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller
Trevor Andra, District Engineer, excused
Dallas Henline, Wastewater Operations Manager
Matt Skogerboe, EDR/Customer Service Operations Leadman
Andrew Sumsion, HR Manager

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC
Megan Jenkins, Yoppify Representative
Bart Forsyth, Yoppify Representative
Todd Richards, Planning & Zoning
Sam Fankhauser, AE2S
David Brickey, Magna City
Madison Bertech, Stantec Engineering

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

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

Public Comment: None

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

Approval of Common Consent Items:

Minutes of the regular board meeting held July 11, 2024

Expenses for July 1 to July 28, 2024:

General Expenses: \$576,379.67

Zions Bank Bond Payment: \$83,492.50

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held July 11, 2024, and the general expenses from July 1 to July 28, 2024, and the Zions Bank Bond payment in the amount of \$576,379.67 and \$83,492.50; 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 items:

- The District is fully staffed at 35 employees. Good for the foreseeable future, making a suggestion if operations change with sludge removal from the wastewater treatment plant, there may be the need for another position at the plant.
- Clint reported to the Board on the secondary water meter installation program to utilize the grant received. There are just over 400 locations who have a lateral but doesn't have a meter installed. Letters have gone out to the owners of the properties, and have started installing the secondary water meters. We have positive and negative feedback from those property owners. The negative feedback is concerning water quality plugging sprinkler heads, and the cost to hook up to the secondary system on the customer's side. Clint confirmed with the Board that they still don't want this to be made mandatory at this point with connecting to the secondary system. Board confirmed.
- Water operations is working on locating a valve in the system somewhere at 8400 W and 4100 S. The District's crew has tried to locate it, it is believed to be closed and is creating a problem with availability of water flowing from both directions. We have a new development that will need to tie into this line and without the valve located and turned on, it will create flow problems. Management is in the process of negotiating with Noland & Sons to get a cost estimate and will bring it back to the Board for possible approval.
- The District's first round of EDR stack replacements will be arriving in September. The District has gotten 16 years out of the original stacks where the projected use was for 10 years. The new stacks are a new model claiming to be more efficient which could result in a longer period of use time.
- Dallas's team continues to be successful in the biomonitoring test.
- The large open screw press pumps have been delivered to the Wastewater Treatment Plant, for the Influent Pump Station Project.
- Yoppify is going to present their software services to the Board today later in the agenda. Management feels there is potential of savings.
- The telephone system upgrade will be completed in the next few weeks.

No actions were taken, for full discussion please go to board meeting recording beginning at position 2:22 to 24:11. Please also see the general manager's report insert in the board meeting packet.

Engineering Report:

Trevor reported on the **2023 Waterline replacement project**, 8850 W is completed, and services are done and tied over and repaved. 9000 W the piping has been completed; they are about halfway through all of the services. **WRF Reuse Project**, is moving along and on schedule. Trevor showed some pictures taken of the project. **WWTP Influent Pump Station project**, the project kick-off meeting was held with Corrio Construction, and the screw pump equipment has been delivered, the grit washing equipment will come later in the year. Groundbreaking is expected sometime late September. **Lobby Office**, the doors have been swapped over and the door handles have been changed. No actions were taken, for full discussion, please go to board meeting recording beginning at position 24:12 to 27:27. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Matt Skogerboe reported to the board the culinary water production for the month of July was 250.02 million gallons or 767.34-acre feet, a 2.03% decrease from 2023. YTD was 994.32 million gallons or 3,051.67-acre feet, a 7.1% increase from 2023. We have purchased 468.53-acre feet of water from Jordan Valley Water. The secondary water production for the month of July was 100.88 million gallons or 309.61-acre feet, a 28.19% increase from 2023. YTD as was 243.74 million gallons or 748.07-acre feet, a 35.6% increase.

Matt reported the total number of call outs for water and wastewater departments for July was 20. The total hours paid for those call outs was 94.5. There was discovered there is a typographical error on the call out summary page in the board meeting packet.

Matt also reported that the culinary water spraying onto the secondary drum screen to keep it clean has been removed because the new pump was delivered and installed, and it seems to be running good. Staff will continue to monitor the operation of the pump.

No actions were taken, for full discussion please go to board meeting recording beginning at position 27:28 to 34:22. Please also see the water production report insert in the board meeting packet.

Wastewater Operations Report (including status and call out report):

Dallas presented to the Board a map of the collection lines that have been lined in the District. The treatment plant crew has been performing routine maintenance. Dallas indicated he now has three months of data from after the aeration upgrade units were installed and will bring this information to the board next month. There were no actions taken, for full discussion, please go to board meeting recording beginning at position 34:23 to 41:58.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is up to date with legal requirements and internal policies.

June 30, 2024, Budget vs Actual & Financial Report: LeIsle presented to the Board where the District's revenue and expenditures are compared to budget, the amount of restricted and

unrestricted monies in the bank, the expenditures made on capital improvements (projects) and the amount of monies used to reduce the District's debt for the 2nd quarter ending June 30, 2024.

No actions were taken, for full discussion please go to board meeting recording beginning at position 41:59 to 47:27. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew reported to the Board the following:

- Andrew reported to the Board Staff has been focusing on safety for the last couple of months. The picture in the board packet is of the safety trench box that has been delivered and will be used. Also pocket comptometers have been purchased to test the soil where the trench is being dug to determine if shoring is needed in the trench box.
- The District is in the final planning phase of the Employee Recognition Dinner on December 13, 2024. Andrew wanted feedback from the Board. He wanted to know if they are happy of the location and the size of the room. The Board indicated a little bit larger room would be great and the location is good also.

No actions were taken, for full discussion please go to board meeting recording beginning at position 47:28 to 54:32.

Clint Dilley asked Board Chairman if it would be okay to move to Item J(1) Presentation & discussion on Yoppify Services. Chairman agreed.

Presentation and discussion on Yoppify Services: Megan Jenkins, Yoppify representative, presented a brief overview of what Yoppify Services would offer the District. The general concept with this software is a way to communicate easily and effectively with the District's customers. Notifications and communication with the District's customers can be done via web services, web chat, emails, texts, phone calls, or mailers. Notifications can be sent out geographically, district wide, or specific selected customers. The District could use Yoppify in shut off notifications, construction in the area notifications, payments due notifications, district wide emergency notifications, etc. The Board wanted Management to bring this back for possible approval in September. No actions were taken, for full discussion please go to board meeting recording beginning at position 54:53 to 1:15:24. Please also see insert in the board meeting packet.

WATER & SEWER AVAILABILITY

Discussion and possible motion to approve the following developments:

Can-Am Logistics Facility located at 7415 W SR201 South Frontage Road: A motion was made by Jeff White, seconded by Dan Stewart to approve water and sewer services to the Can-Am Logistics Facility located at 7415 W SR201 South Frontage Road. 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 1:15:30 to 1:17:51.

Quick Quack Carwash located at 8426 W Wahakie Ln: A motion was made by Jeff White, seconded by Dan Stewart to approve water and sewer services to the Quick Quack Carwash located at 8426 W Wahakie Ln. 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 1:17:52 to 1:20:02.

Oil Changers located at 8146 W 3500 S: Trevor explained this development is located at 8146 W 3500 S, there is existing water and sewer mains provided to a residential zoned lot, it will be rezoned to commercial. Board Chairman suggested this project approval be tabled until the rezoning is completed through Magna City Planning and Zoning. When complete, it can be presented for approval by the Board at that time. A motion was made by Jeff White, seconded by Dan Stewart, to table this agenda item for a later date. 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 1:20:03 to 1:22:55.

PROJECT AWARDS & AGREEMENTS

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

Purchase of Additional microphones for board room table, 3 for \$5,853, and 2 for \$3,626 from Webb – Integration and Sales: A motion was made by Jeff White, seconded by Dan Stewart, to approve the purchase of 3 additional microphones for the board room in the amount of \$5,853. 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 1:22:56 to 1:26:05.

AE2S Task Order for EDR Water Treatment Plant Finish and Feed Tank redundancy plan in the amount of \$117,170: A motion was made by Jeff White, seconded by Dan Stewart, to the AE2S Task Order for EDR Water Treatment Plant Finish and Feed Tank redundancy plan in the amount of \$117,170. 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 1:26:06 to 1:28:00.

Bowen, Collins and Associates Task Order for Master Plan Update in the amount of \$159,904: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Bowen, Collins and Associates Task Order for Master Plan Update in the amount of \$159,904. 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 1:28:01 to 1:30:15.

Manhole to manhole slip line repair project with C&L Water Solutions in the amount of \$128,087: A motion was made by Jeff White, seconded by Dan Stewart, to approve manhole to manhole slip line repair project with C&L Water Solutions in the amount of \$128,087. 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 1:30:16 to 1:31:36.

AE2S Task Order for SCADA Upgrades to offsite facilities in the amount of \$167,692: A motion was made by Jeff White, seconded by Dan Stewart, to approve the AE2S Task Order for SCADA Upgrades to offsite facilities in the amount of \$167,692. 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 1:31:37 to 1:33:30.

Stantec Amended Task Order to WRF Treatment Master Plan in the amount of \$31,742: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Stantec Amended Task Order to WRF Treatment Master Plan in the amount of \$31,742. 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 1:33:31 to 1:36:22.

Bowen, Collins and Associates Design and Bidding Task Order for 3100 S Secondary Waterline Project in the amount of \$67,360: A motion was made by Jeff White, seconded by Dan Stewart, to approve Bowen, Collins and Associates design and bidding task order for 3100 S Secondary Waterline Project in the amount of \$67,360. 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 1:36:23 to 1:39:24.

Landmark Companies for shelf removal and paint in General Managers Office in the amount of \$1,495: A motion was made by Jeff White, seconded by Dan Stewart, to approve the shelf removal and paint in the General Managers Office in the amount of \$1,495 by Landmark Companies. 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 1:39:25 to 1:40:29.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Presentation & Discussion on Yoppify Services: Moved to earlier in meeting see above (Prior to Water & Sewer Availability items)

Rocky Mountain Power demand response program: Trevor explained to the Board that RMP has approached the District regarding their Demand Response Program which could enable RMP to suspend large capacity projects or having to purchase very expensive power from elsewhere. The program basically pays customers to take their power off the grid at certain times. For the District it would mean the wastewater plant and the water treatment plant would go off grid and use generators during those times. The downtimes would be under ½ hour each, RMP notifies the customer that a power outage will occur and asks for the customer to go off grid, the District would respond and switch to generators, and come back on the grid when RMP notifies it's good to come back on. This program is not mandatory, and the District can choose to respond to the off-power times or not, there is no consequence to the District chooses not to go off grid. RMP gives the customer quite a bit of flexibility in the program. The Trustees expressed their concern with this program and what effects it will have on the District. Trustees counseled Management to do additional evaluation of how the District's

systems are, if switching to the generator is automatic or manual, possible man hours caused by going on and off the grid, and other evaluation and report back to them. For full discussion, please go to board meeting recording beginning at position 1:40:30 to 1:56:31.

Discussion regarding agenda language – Nathan Bracken: Nathan Bracken, District’s legal counsel, suggested the language for the agenda, when a motion is made to meet in closed session, include the break that the Board takes before they go into the closed meeting. The language suggested is below. For full discussion, please go to board meeting recording beginning at position 1:56:32 to 1:57:27. 32

Discussion on Municipal Service District approval of zoning for new development prior to being submitted to Magna Water District for approval: Clint wanted to have a discussion regarding projects that are coming to the District that want to do a zoning change. Management and Board feels those projects should not be coming to the District before the zoning change is completed because the zoning change will/may affect water use. The Board counseled Management to meet with Magna City, MSD, and Planning & Zoning Department to discuss this situation, and to a possible different type of letter, not a “will-serve” letter to provide to developers stating the District can provide water and sewer service if all District requirements are met. No actions were taken, for full discussion please go to board meeting recording beginning at position 1:57:32 to 2:14:40.

For Information and discussion only – no action items:

Next Month’s board meeting – September 12, 2024, at 10:00 am

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, and (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, pursuant to Utah Code Ann. §§ 52-4-204 through 205: Jeff White made a motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, and (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea at 12:15 pm

Motion to close the closed session and to reopen the open session of the Board Meeting: Dan Stewart made a motion to close the closed session and reconvene the open session at 1:42 p.m. The motion was seconded by Mick Sudbury, yea, and approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

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

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Dan Stewart, seconded by Mick Sudbury, to adjourn the meeting at 1:43 pm. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Attest

Chairperson

**INVOICE
PAYMENTS**

MAGNA WATER DISTRICT

INVOICE PAYMENTS

7/29/2024 TO 9/1/2024

Check Issue Date	Payee	Amount	Description
7/31/2024	CUMMINS SALES AND SERVICE	27.40	COOLANT LINE- EAST GENSET
7/31/2024	CUMMINS SALES AND SERVICE	(27.40)	RETURN WRONG PART- EAST GENSET
7/31/2024	CUMMINS SALES AND SERVICE	78.27	COOLANT LINE- EAST GENSET
7/31/2024	FUEL NETWORK	6,395.70	FUEL FOR VEHICLES
7/31/2024	MOUNTAINLAND SUPPLY COMPANY	524.17	INVENTORY REPLACEMENT PARTS- SHOP
7/31/2024	MOUNTAINLAND SUPPLY COMPANY	524.17	INVENTORY REPLACEMENT PARTS- SHOP
7/31/2024	MOUNTAINLAND SUPPLY COMPANY	400.32	CHECK VALVES- HYDRANT RENTAL METERS
7/31/2024	MOUNTAINLAND SUPPLY COMPANY	78.75	MESH FILTERS-SECONDARY PUMP STATION
7/31/2024	SMITH HARTVIGSEN, PLLC	1,831.00	LEGAL EXPENSES
7/31/2024	THE LINCOLN NATIONAL LIFE	731.10	INSURANCE
8/1/2024	LOWE'S	241.71	MISC SUPPLIES- WWTP
8/1/2024	LOWE'S	29.22	MISC SUPPLIES- WWTP
8/1/2024	LOWE'S	133.54	MISC SUPPLIES- WWTP
8/1/2024	LOWE'S	97.99	MISC SUPPLIES- WATER
8/1/2024	LOWE'S	69.04	MISC SUPPLIES- SEWER COLL
8/1/2024	ROCKY MOUNTAIN POWER CO.,	9.76	POWER WWTP ADMIN BLDG
8/1/2024	ROCKY MOUNTAIN POWER CO.,	32,097.97	POWER WWTP OPERATIONS
8/5/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	2,972.00	LEAD & COPPER RULE REVISION SUPPORT
8/5/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	6,542.75	CONGRESSIONALLY DIRECTED SPENDING WORK PLAN & SUPPORT
8/5/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	8,929.50	8800 W WATER REPLACEMENT
8/5/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	516.25	LEAD & COPPER RULE REVISION SUPPORT
8/5/2024	ADVANCED ENGINEERING & ENVIR. SERVICES	5,514.75	8800 W WATER REPLACEMENT
8/5/2024	AQUATIC INFORMATICS, INC	1,500.00	HACH RIO DATA SOFTWARE PROJECT- WWTP
8/5/2024	ARDURRA	576.25	GIS SERVICES
8/5/2024	ARDURRA	1,182.50	GIS SERVICES
8/5/2024	ARDURRA	6,782.13	GIS SERVICES
8/5/2024	BOWEN COLLINS & ASSOCIATES	21,283.10	SECONDARY WATER REUSE - PROFESSIONAL SERVICES
8/5/2024	CHEMTECH-FORD	474.00	WWTP LAB & TESTING
8/5/2024	CHEMTECH-FORD	178.00	WATER LAB & TESTING
8/5/2024	CHEMTECH-FORD	502.00	WWTP LAB & TESTING
8/5/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
8/5/2024	CHEMTECH-FORD	600.00	WATER LAB & TESTING
8/5/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/5/2024	CHEMTECH-FORD	231.00	WATER LAB & TESTING
8/5/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
8/5/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
8/5/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/5/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/5/2024	COPPER RIDGE RIDERS	1,800.00	HYDRANT DEPOSIT REFUND
8/5/2024	CRS CONSULTING ENGINEERS, INC	637.50	HAYNES WELL 8 REPLACEMENT
8/5/2024	E.T. TECHNOLOGIES, INC	1,088.12	SLUDGE REMOVAL
8/5/2024	E.T. TECHNOLOGIES, INC	1,445.85	SLUDGE REMOVAL
8/5/2024	E.T. TECHNOLOGIES, INC	1,908.75	SLUDGE REMOVAL
8/5/2024	EPIC ENGINEERING, P.C.	639.60	INSPECT RELOCATION -SECONDARY VAULT LITTLE VALLEY GATEWAY
8/5/2024	EPIC ENGINEERING, P.C.	427.60	CULINARY INSPECT CONCRETE COLLARS FOR PUNCH LIST LVG
8/5/2024	EPIC ENGINEERING, P.C.	2,671.60	CULINARY INSPECT RELOCATION
8/5/2024	EPIC ENGINEERING, P.C.	5,018.00	GATEWAY TO LITTLE VALLEY PHASE 5A-INSPECTION
8/5/2024	EPIC ENGINEERING, P.C.	1,827.20	GATEWAY TO LITTLE VALLEY PHASE 5B-INSPECTION
8/5/2024	EPIC ENGINEERING, P.C.	19,328.00	2023 CULINARY WATERLINE REPLACEMENTS
8/5/2024	EPIC ENGINEERING, P.C.	1,177.50	MAGNA GENERAL ENGINEERING - 2023
8/5/2024	IGES, INC.	550.00	7200 W SECONDARY WL PROJECT - REPORT DOC PREP
8/5/2024	KNP CONSTRUCTION	1,800.00	HYDRANT DEPOSIT REFUND
8/5/2024	LECHEMINANT, MATTHEW	324.00	CERTIFICATION REIMBURSEMENT & BONUS
8/5/2024	MIDGLEY-HUBER, INC	1,668.00	CONDENSER- #5 PUMP HOUSER EDR AIR HANDLER
8/5/2024	MORGAN ASPHALT	58.14	ASPHALT REPAIRS
8/5/2024	MORGAN ASPHALT	320.76	ASPHALT REPAIRS
8/5/2024	OWEN EQUIPMENT	509.78	CRANE CABLE = #44
8/5/2024	OWEN EQUIPMENT	3,764.74	WIRELESS PENDANT CONTROL - #70
8/5/2024	PRECISION POWER INC	1,125.00	GENERATOR LOAD TEST- WWTP
8/5/2024	PRECISION POWER INC	2,250.00	GENERATOR LOAD TEST- BARTON WELL FLD
8/5/2024	PRECISION POWER INC	832.00	GENERATOR LOAD TEST- VALLEY FORGE
8/5/2024	PRECISION POWER INC	900.00	GENERATOR LOAD TEST- HAYNES WELL FLD
8/5/2024	PRECISION POWER INC	900.00	GENERATOR LOAD TEST- WWTP
8/5/2024	PRECISION POWER INC	900.00	GENERATOR LOAD TEST- WWTP
8/5/2024	PRECISION POWER INC	637.00	GENERATOR LOAD TEST- ADMIN OFFICE
8/5/2024	RC ENTERPRISE	1,800.00	HYDRANT DEPOSIT REFUND
8/5/2024	REGENCE BCBS OF UTAH	15,331.62	INSURANCE
8/5/2024	REMOTE CONTROL SYSTEMS. INC.	370.00	CORD REPLACEMENT & SCADA TROUBLESHOOTING-EDR
8/5/2024	RIVER POOLS OF SALT LAKE	1,800.00	HYDRANT DEPOSIT
8/5/2024	SMITH POWER PRODUCTS INC.	8,861.55	TRANSFER CASE REPAIR - #45

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
7/29/2024 TO 9/1/2024**

Check Issue Date	Payee	Amount	Description
8/5/2024	STANTEC CONSULTING SERVICES INC.	4,303.00	WWTP MASTER PLAN UPDATE 2023
8/5/2024	STANTEC CONSULTING SERVICES INC.	8,637.80	WRF MASTER PLAN UPDATE 2023
8/5/2024	STANTEC CONSULTING SERVICES INC.	8,940.00	WATER & WASTEWATER PROJECT SUPPORT SERVICES
8/5/2024	STANTEC CONSULTING SERVICES INC.	10,328.39	INFLUENT PHASE 2 DESIGN
8/5/2024	THATCHER COMPANY	7,536.10	CHEMICALS
8/5/2024	THATCHER COMPANY	8,544.25	CHEMICALS
8/5/2024	THATCHER COMPANY	7,787.66	CHEMICALS
8/5/2024	THATCHER COMPANY	(2,800.00)	CHEMICALS
8/5/2024	THATCHER COMPANY	(3,500.00)	CHEMICALS
8/5/2024	TOTAL POWER & CONTROLS, LLC	1,044.82	REPAIR POWER CABLES- DRAIN PUMP #2- WWTP
8/5/2024	TOTAL POWER & CONTROLS, LLC	432.60	TROUBLESHOOTING POWER- STEP SCREENS- WWTP
8/5/2024	TOTAL POWER & CONTROLS, LLC	665.92	SOLENOID & WIRES- GRIT SYSTEM #2- WWTP
8/5/2024	TWIN D INC.	32,150.00	SEWER SPOT REPAIR
8/5/2024	UTAH SAFETY COUNCIL	2,916.00	CPR TRAINING
8/5/2024	UTILITY COATINGS & FABRICATION	20,965.00	FABRICATION- REDUNDANCY PUMP- SECONDARY PUMP STATION
8/5/2024	ZIONS BANK PUBLIC FINANCIAL SVS	2,500.00	2024 CONTINUING DISCLOSURE PREP & EMMA FILING FEE
8/6/2024	AMERITAS LIFE INSURANCE CORP	1,642.83	INSURANCE
8/6/2024	HUBER TECHNOLOGY	1,419.42	SWIVEL JOINT- STEP SCREEN- WWTP
8/7/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
8/7/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/7/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/7/2024	CHEMTECH-FORD	30.00	WATER LAB & TESTING
8/7/2024	CHEMTECH-FORD	600.00	WATER LAB & TESTING
8/7/2024	CINTAS 1ST AID	190.07	EDR FIRST AID CABINETS
8/7/2024	CINTAS 1ST AID	244.36	SHOP FIRST AID CABINETS
8/7/2024	CINTAS 1ST AID	140.99	ADMIN OFFICE FIRST AID CABINET
8/7/2024	CINTAS 1ST AID	7.15	WWTP/ADMIN BLDG FIRST AID CABINETS
8/7/2024	CORRIO CONSTRUCTION, INC.	525,802.79	MAGNA WRF REUSE PROJECT
8/7/2024	CORRIO CONSTRUCTION, INC.	419,728.68	MAGNA WRF REUSE PROJECT
8/7/2024	DELCO WESTERN	1,160.05	REBUILD GASKET KIT- DRUM SCREEN PUMP- SECONDARY
8/7/2024	DON CALVERT PAINTING	58,077.50	MANHOLE LINING- COLLECTION SYSTEM
8/7/2024	E.T. TECHNOLOGIES, INC	1,544.06	SLUDGE REMOVAL
8/7/2024	E.T. TECHNOLOGIES, INC	376.88	SLUDGE REMOVAL
8/7/2024	E.T. TECHNOLOGIES, INC	740.08	SLUDGE REMOVAL
8/7/2024	E.T. TECHNOLOGIES, INC	754.50	SLUDGE REMOVAL
8/7/2024	HARRINGTON INDUSTRIAL PLASTICS	(73.08)	RETURN PARTS- WWTP
8/7/2024	HARRINGTON INDUSTRIAL PLASTICS	131.33	VALVES & UNIONS- OXIDATION DITCHES- WWTP
8/7/2024	HARRINGTON INDUSTRIAL PLASTICS	56.54	VALVES & UNIONS- OXIDATION DITCHES- WWTP
8/7/2024	HARRINGTON INDUSTRIAL PLASTICS	347.00	FITTINGS- STACK REPLACEMENT- EDR
8/7/2024	IGES, INC.	713.20	REUSE FACILITY MATERIALS TESTING
8/7/2024	INTERMOUNTAIN FUSE SUPPLY, INC	37.77	PENDANT TOGGLE SWITCH- #45
8/7/2024	INTERMOUNTAIN FUSE SUPPLY, INC	22.56	PENDANT TOGGLE SWITCH- #45
8/7/2024	INTERMOUNTAIN FUSE SUPPLY, INC	(37.77)	RETURN PARTS- #45
8/7/2024	JUB ENGINEERS, INC.	8,674.69	ALTA SURVEY 6/2/2024 - 6/30/2024
8/7/2024	LEVERAGE IT SOLUTIONS	7,131.98	HARDWARE- DOMAIN SERVER REPLACEMENT
8/7/2024	LEVERAGE IT SOLUTIONS	12,179.44	HARDWARE- DATABASE SERVER REPLACEMENT
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	673.00	QUARTERLY MAINTENANCE - EDR
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	118.75	QUARTERLY MAINTENANCE - ADMIN BLDG
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	641.50	QUARTERLY MAINTENANCE - WWTP OPERATIONS
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	128.00	QUARTERLY MAINTENANCE - SHOP
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	100.00	QUARTERLY MAINTENANCE - WW ADMIN BLDG
8/7/2024	MECHANICAL SERVICE & SYSTEMS, INC.	256.25	QUARTERLY MAINTENANCE - 4100 PUMP HOUSE
8/7/2024	METERWORKS	8,714.75	INSTALLATION OF METERS
8/7/2024	MID ATLANTIC TRUST COMPANY	3,097.34	401(K)
8/7/2024	NATIONAL TRENCH SAFETY	9,770.00	TRENCH BOX
8/7/2024	NOLAND & SON CONSTRUCTION	288,569.34	2023 CULINARY WATERLINE REPLACEMENTS
8/7/2024	NOLAND & SON CONSTRUCTION	659,063.83	2023 CULINARY WATERLINE REPLACEMENTS
8/7/2024	OWEN EQUIPMENT	296.26	PENDANT REMOTE PROGRAMMING- #70
8/7/2024	OWEN EQUIPMENT	159.57	PENDANT REMOTE REPLACEMENT- #45
8/7/2024	RUST AUTOMATION & CONTROLS INC	3,674.00	AIR RELEASE VALVE- SECONDARY
8/7/2024	S.L.CO. ENGINEERING DIVISION	1,375.00	PERMITS FOR REPAIR
8/7/2024	SAFETY SUPPLY & SIGN CO.	3,228.80	ROAD SIGNS & STANDS FOR REPAIRS
8/7/2024	STANDARD PLUMBING SUPPLY	12.99	TOILET REPAIR PARTS- WTP
8/7/2024	STAPLES BUSINESS CREDIT	40.28	OFFICE SUPPLIES- OFFICE
8/7/2024	STAPLES BUSINESS CREDIT	102.76	OFFICE SUPPLIES- OFFICE
8/7/2024	STAPLES BUSINESS CREDIT	323.37	OFFICE SUPPLIES- EDR
8/7/2024	STAPLES BUSINESS CREDIT	4.61	OFFICE SUPPLIES- OFFICE
8/7/2024	STAPLES BUSINESS CREDIT	14.39	OFFICE SUPPLIES- OFFICE
8/7/2024	TURF EQUIPMENT & IRRIGATION INC	40,695.00	VENTRAC SWEEPER
8/7/2024	VANGUARD CLEANING SYSTEMS	650.00	CLEANING OF OFFICE-ADMIN OFFICE

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8/7/2024	VANGUARD CLEANING SYSTEMS	350.00	CLEANING OF OFFICE -WWTP
8/7/2024	VANGUARD CLEANING SYSTEMS	542.00	CLEANING OF OFFICE -EDR
8/7/2024	W.E.T.	2,050.00	2024 LAB & TESTING
8/7/2024	W.E.T.	1,925.00	2024 LAB & TESTING
8/8/2024	POLYDYNE INC	13,497.78	CHEMICALS
8/8/2024	RHINO PUMPS	8,748.00	NON-POTABLE REPLACMENT PUMP
8/8/2024	UTAH STATE TAX COMMISSION	31,127.33	STATE WITHHOLDING TAX
8/10/2024	AIRGAS	6.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
8/10/2024	AIRGAS	72.00	ARGON RENTAL CYLINDER
8/10/2024	APPLICANT PRO	175.90	JOB LISTINGS
8/10/2024	BANKCARD	(66.57)	DIGI-KEY EDR FANS
8/10/2024	BANKCARD	22.70	LUNCH- CONST CREW
8/10/2024	BANKCARD	37.87	CPR TRAINING LUNCH
8/10/2024	BANKCARD	53.01	CRP TRAINING LUNCH
8/10/2024	BANKCARD	61.65	CPR TRAINING LUNCH
8/10/2024	BANKCARD	264.00	HR MEMBERSHIP
8/10/2024	BANKCARD	265.59	BOARD MEETING LUNCHEON
8/10/2024	BANKCARD	1,250.00	GIFT CARDS- HEALTH & WELLNESS
8/10/2024	BANKCARD	378.67	CC CHARGES - D. HENLINE
8/10/2024	BLUELINE SERVICES	18.00	BACKGROUND TEST
8/10/2024	BLUELINE SERVICES	66.20	BACKGROUND TEST
8/10/2024	BLUELINE SERVICES	147.00	RANDOM DRUG SCREENING
8/10/2024	CASELLE	2,474.00	MONTHLY CONTRACT SUPPORT
8/10/2024	COSTCO	270.72	OFFICE SUPPLIES- OFFICE
8/10/2024	IMMENSE IMPACT	639.00	RUAL WATER ANNUAL SUBSCRIPTION
8/10/2024	MICROSOFT CORPORATION	432.00	SUBSCRIPTION
8/10/2024	NATIONAL BENEFIT SERVICES	52.00	HRA PLAN ADMIN FEE - JULY
8/10/2024	REPUBLIC SERVICES	524.61	GARBAGE REMOVAL- SHOP
8/10/2024	REPUBLIC SERVICES	542.04	GARBAGE REMOVAL- SHOP
8/10/2024	REPUBLIC SERVICES	1,908.89	GARBAGE REMOVAL- WWTP
8/10/2024	ROCKY MOUNTAIN CARE CLINIC	45.00	POST ACCIDENT TEST
8/10/2024	ROCKY MOUNTAIN CARE CLINIC	65.00	DOT PHYSICAL
8/10/2024	ROCKY MOUNTAIN CARE CLINIC	65.00	DOT PHYSICAL
8/10/2024	ROCKY MOUNTAIN CARE CLINIC	130.00	DOTPHYSICAL
8/10/2024	ROCKY MOUNTAIN CARE CLINIC	130.00	DOT PHYSICAL
8/10/2024	SHRED IT	70.95	DOCUMENT SHREDDING
8/10/2024	SHRED IT	79.67	DOCUMENT SHREDDING
8/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
8/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
8/10/2024	SIGN NOW	48.15	ONLINE APPLICATIONS
8/10/2024	SIGN NOW	577.79	ONLINE APPLICATIONS
8/10/2024	STANDARD PRINTING COMPANY	1,096.66	PROCESSING UTILITY BILLS
8/10/2024	UTAH BARRICADE	360.00	BARRICADE RENTAL
8/10/2024	UTAH BROADBAND	99.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	99.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	119.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	159.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	199.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	199.00	BROADBAND/INTERNET SERVICES
8/10/2024	UTAH BROADBAND	279.00	MONTHLY BROADBAND FEE
8/10/2024	VERIZON CONNECT	500.56	GPS UNITS
8/10/2024	WEF MEMBERSHIP	69.00	MEMBERSHIP FEES
8/10/2024	WEST VALLEY CITY	130.20	EDR STORMWATER FEE
8/10/2024	WESTERN CONF TEAMSTERS PENSION	26,721.00	UNION PENSION CONTRIBUTION
8/10/2024	ZAYO	2,508.50	TELEPHONE/DATA SERVICES
8/10/2024	ZAYO	2,529.09	TELEPHONE/DATA SERVICES
8/12/2024	UTAH-IDAHO TEAMSTER SECURITY FUND	44,935.50	UNION HEALTH & WELFARE
8/12/2024	VESTIS	(59.40)	REFUND OF TAX CHARGED
8/12/2024	VESTIS	108.68	WWTP MATS& LINEN
8/12/2024	VESTIS	104.38	ADMIN OFFICE MATS
8/12/2024	VESTIS	32.70	SHOP MATS & LINENS
8/12/2024	VESTIS	32.70	EDR MATS & LINENS
8/12/2024	VESTIS	28.93	EDR SUPPLIES
8/12/2024	VESTIS	46.95	EDR UNIFORMS
8/12/2024	VESTIS	104.38	ADMIN OFFICE MATS
8/12/2024	VESTIS	28.93	EDR MATS & LINENS
8/12/2024	VESTIS	53.68	SHOP UNIFORMS
8/12/2024	VESTIS	144.44	WWTP MATS& LINEN
8/12/2024	VESTIS	50.14	WWTP UNIFORMS
8/12/2024	VESTIS	28.93	EDR MATS & LINENS

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8/12/2024	VESTIS	53.68	SHOP UNIFORMS
8/12/2024	VESTIS	111.31	SHOP MATS & LINENS
8/12/2024	VESTIS	153.69	WWTP MATS& LINEN
8/12/2024	VESTIS	46.64	EDR UNIFORMS
8/12/2024	VESTIS	28.43	EDR MATS & LINENS
8/12/2024	VESTIS	77.79	SHOP UNIFORMS
8/12/2024	VESTIS	104.34	ADMIN OFFICE MATS
8/12/2024	VESTIS	187.11	WWTP MATS& LINEN
8/14/2024	DOMINION ENERGY	37.81	GAS FOR 6850 W 2820 S
8/14/2024	DOMINION ENERGY	20.67	NATURAL GAS 6026 PARKWAY BLVD
8/14/2024	INTERSTATE PRODUCTS, INC	5,248.00	SAFETY CABINET- WWTP
8/14/2024	ROCKY MOUNTAIN POWER CO.,	6,141.68	POWER MWD ADMIN BLDG - ADJUSTMENT
8/14/2024	RULON HARPER CONSTRUCTION, INC	248.71	GRAVEL & ROADBASE
8/15/2024	CHEMTECH-FORD	640.00	WWTP LAB & TESTING
8/15/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
8/15/2024	CHEMTECH-FORD	710.00	WWTP LAB & TESTING
8/15/2024	CHEMTECH-FORD	600.00	WATER LAB & TESTING
8/15/2024	CORPORATE IMAGE, INC.	97.50	PRE-OP STICKERS- VEHICLES
8/15/2024	CORRIO CONSTRUCTION, INC.	403,883.95	MAGNA WRF INFLUENT RETENTION
8/15/2024	CRS CONSULTING ENGINEERS, INC	4,391.75	ENGINEERING SERVICES FOR HAYNES WELL 8
8/15/2024	DOMINION ENERGY	7.24	GAS FOR 3291 S 8000 W MAGNA UT
8/15/2024	DOMINION ENERGY	28.33	GAS FOR 8931 W 3500 S MAGNA UT
8/15/2024	DOMINION ENERGY	125.42	GAS FOR 7650 W 2100 S
8/15/2024	DOMINION ENERGY	29.81	GAS FOR 8885 W 3500 S
8/15/2024	E.T. TECHNOLOGIES, INC	795.52	SLUDGE REMOVAL
8/15/2024	E.T. TECHNOLOGIES, INC	1,157.23	SLUDGE REMOVAL
8/15/2024	E.T. TECHNOLOGIES, INC	1,096.57	SLUDGE REMOVAL
8/15/2024	E.T. TECHNOLOGIES, INC	771.16	SLUDGE REMOVAL
8/15/2024	ELITE GROUNDS, LLC	1,104.56	LANDSCAPE MAINT- OFFICE
8/15/2024	ELITE GROUNDS, LLC	971.97	LANDSCAPE MAINT- WWTP
8/15/2024	ELITE GROUNDS, LLC	5,200.00	PLANT REPLACEMENT- OFFICE
8/15/2024	LGG INDUSTRIAL, INC	105.10	FUEL HOSE- BIOBROX CONVAULT- WWTP
8/15/2024	LGG INDUSTRIAL, INC	94.50	FUEL HOSE- BIOBROX CONVAULT- WWTP
8/15/2024	MADDOX AIR COMPRESSOR, INC	1,241.12	AIR COMPRESSOR SERVICE KIT- WATER
8/15/2024	METERWORKS	4,512.84	NUTS, BOLTS AND GASKETS FOR METERS
8/15/2024	MORGAN ASPHALT	724.68	ASPHALT REPAIRS
8/15/2024	MORGAN ASPHALT	536.58	ASPHALT REPAIRS
8/15/2024	OWEN EQUIPMENT	131.09	DEBRIS HOSES- #45 & #70
8/15/2024	OWEN EQUIPMENT	1,068.43	DEBRIS HOSES- #45 & #70
8/15/2024	PACE ANALYTICAL SERVICES, INC.	971.00	UCMR 5 TESTING
8/15/2024	THATCHER COMPANY	4,769.88	CHEMICALS
8/15/2024	THATCHER COMPANY	7,724.57	CHEMICALS
8/15/2024	THATCHER COMPANY	8,539.75	CHEMICALS
8/19/2024	LOWE'S	(119.97)	RETURN OF SUPPLIES- WWTP
8/19/2024	LOWE'S	174.65	MISC SUPPLIES-SECONDARY
8/19/2024	LOWE'S	128.20	MISC SUPPLIES- OFFICE
8/19/2024	ROCKY MOUNTAIN POWER CO.,	3,330.95	POWER BOOSTER STATION
8/19/2024	ROCKY MOUNTAIN POWER CO.,	68,661.42	POWER BARTON 1 & 2
8/20/2024	CATEPILLAR FINANCIAL SERVICES CORP	11,650.97	2021 CAT 420-07 BACKHOE LOADER
8/20/2024	ROCKY MOUNTAIN POWER CO.,	75.57	POWER 3500 S TANKS
8/20/2024	ROCKY MOUNTAIN POWER CO.,	19.50	POWER BACHUS TANKS
8/20/2024	ROCKY MOUNTAIN POWER CO.,	5,051.06	POWER HAYNES WELL
8/20/2024	ROCKY MOUNTAIN POWER CO.,	5,181.09	POWER SECONDARY RES PUMP
8/20/2024	ROCKY MOUNTAIN POWER CO.,	511.38	CEMENT BLDG SHOP
8/20/2024	ROCKY MOUNTAIN POWER CO.,	4,353.02	POWER 7600 RES
8/20/2024	ROCKY MOUNTAIN POWER CO.,	12.53	POWER JORDAN V CON
8/20/2024	SAFETY SUPPLY & SIGN CO.	392.40	MARKING PAINT
8/20/2024	UTAH BARRICADE COMPANY	372.00	BARRICADE RENTAL
8/21/2024	NAPA AUTO PARTS	121.07	AIR FILTERS & OIL- VEHICLES
8/21/2024	VORTEX COLORADO, INC.	411.00	FIX NORTH OVERHEAD DOOR- FINE SCREEN BLDG-WWTP
8/21/2024	WORKERS COMPENSATION FUND OF U	2,147.70	WORKERS COMP INSURANCE
8/22/2024	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
8/22/2024	CHEMTECH-FORD	1,280.00	WWTP LAB & TESTING
8/22/2024	CHEMTECH-FORD	1,280.00	WWTP LAB & TESTING
8/22/2024	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
8/22/2024	CHEMTECH-FORD	398.00	WATER LAB & TESTING
8/22/2024	CHEMTECH-FORD	529.00	WATER LAB & TESTING
8/22/2024	CHEMTECH-FORD	348.00	WATER LAB & TESTING
8/22/2024	CHEMTECH-FORD	60.00	WATER LAB & TESTING
8/22/2024	D & L SUPPLY	1,640.00	METER LIDS

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8/22/2024	E.T. TECHNOLOGIES, INC	1,092.10	SLUDGE REMOVAL
8/22/2024	E.T. TECHNOLOGIES, INC	736.85	SLUDGE REMOVAL
8/22/2024	FLEET PRIDE	235.00	TRANSMISSION OIL
8/22/2024	IDEXX Distribution, Inc.	256.36	WWTP SAMPLING
8/22/2024	IDEXX Distribution, Inc.	2,223.46	WWTP SAMPLING
8/22/2024	JENKINS PLUMBING CO	525.00	BACKFLOW TESTING
8/22/2024	JENKINS PLUMBING CO	666.81	REPAIR & TEST BACKFLOW- EDR
8/22/2024	KILGORE COMPANIES, LLC	912.18	ASPHALT FOR REPAIRS
8/22/2024	LEVERAGE IT SOLUTIONS	1,920.00	STANDARD SUPPORT - JULY 2024
8/22/2024	MORGAN ASPHALT	167.25	ASPHALT REPAIRS
8/22/2024	OWEN EQUIPMENT	97.44	DEBRIS INLET FLANGE-#45 ,O-RING- BOOM SPEED CONTROL- #70
8/22/2024	PACE ANALYTICAL SERVICES, INC.	971.00	UCMR 5 TESTING
8/22/2024	SKM INC.	329.72	SCADA MAINTENANCE SEWER SYSTEM
8/22/2024	SKM INC.	190.00	SCADA MAINTENANCE WATER SYSTEM
8/22/2024	THATCHER COMPANY	15,549.93	CHEMICALS
8/22/2024	THATCHER COMPANY	7,774.71	CHEMICALS
8/22/2024	THATCHER COMPANY	(2,100.00)	CHEMICALS
8/22/2024	THATCHER COMPANY	(7,500.00)	CHEMICALS
8/22/2024	UTAH DEPT OF GOVERNMENT OPERATIONS	53,400.00	WATER RESOURCE LOAN 2024
8/26/2024	AMAZON CAPITAL SERVICES	20.83	OFFICE SUPPLIES- OFFICE
8/26/2024	AMAZON CAPITAL SERVICES	135.99	2 WAY RADIOS- FLAGGER COMMUNICATION
8/26/2024	AMAZON CAPITAL SERVICES	(149.45)	PPE BOOTS RETURNED- WWTP
8/26/2024	AMAZON CAPITAL SERVICES	49.04	LASER LEVEL CLAMP - COLL. CREW
8/26/2024	AMAZON CAPITAL SERVICES	235.99	POCKET PENETROMETERS- SHOP
8/26/2024	FUEL NETWORK	6,478.31	FUEL FOR VEHICLES
8/26/2024	RICOH USA , INC	306.59	COPIER ADMINISTRATIVE OFFICE
8/26/2024	RICOH USA , INC	270.92	PRINTER AT ADMINISTRATION OFFICE
8/26/2024	ROCKY MOUNTAIN POWER CO.,	736.96	POWER SHALLOW WELLS
8/27/2024	BLUE STAKES OF UTAH 811	480.74	BILLABLE E-MAIL NOTIFICATIONS
8/27/2024	MOUNTAINLAND SUPPLY COMPANY	1,048.33	INVENTORY REPLACEMENT PARTS- SHOP
8/27/2024	MOUNTAINLAND SUPPLY COMPANY	996.39	INVENTORY REPLACEMENT PARTS- SHOP
8/27/2024	ROCKY MOUNTAIN POWER CO.,	3,771.22	POWER ZONE 3 CUL PMP ST
8/29/2024	GRAINGER	300.61	CUT OFF WHEELS- METER CREW
8/29/2024	GRAINGER	26.71	RECHARGEABLE BATTERY- HACH DO METER- WWTP
8/29/2024	ROCKY MOUNTAIN POWER CO.,	32.19	POWER WWTP ADMIN BLDG
8/29/2024	ROCKY MOUNTAIN POWER CO.,	33,718.07	POWER SEWER PLANT
		\$ 3,208,511.00	

VENDOR NAME	AMOUNT	YTD Totals
ADVANCED ENGINEERING & ENVIR. SERVICES	24,475.25	74,053.67
AIRGAS	78.00	1,009.13
AMAZON CAPITAL SERVICES	292.40	1,868.78
AMERITAS LIFE INSURANCE CORP	1,642.83	11,327.55
APPLICANT PRO	175.90	1,391.12
AQUATIC INFORMATICS, INC	1,500.00	8,500.00
ARDURRA	8,540.88	17,895.98
BANKCARD	2,266.92	2,266.92
BLUELINE SERVICES	231.20	1,533.70
BLUE STAKES OF UTAH 811	480.74	4,702.63
BOWEN COLLINS & ASSOCIATES	21,283.10	183,476.09
CASELLE	2,474.00	19,332.00
CATEPILLAR FINANCIAL SERVICES CORP	11,650.97	11,650.97
CHEMTECH-FORD	11,208.00	64,947.00
CINTAS 1ST AID	582.57	3,607.39
COPPER RIDGE RIDERS	1,800.00	1,800.00
CORPORATE IMAGE, INC.	97.50	97.50
CORRIO CONSTRUCTION, INC.	1,349,415.42	4,930,053.97
COSTCO	270.72	2,702.52
CRS CONSULTING ENGINEERS, INC	5,029.25	30,180.50
CUMMINS SALES AND SERVICE	78.27	78.27
D & L SUPPLY	1,640.00	2,780.00
DELCO WESTERN	1,160.05	1,680.45
DOMINION ENERGY	249.28	102,266.26
DON CALVERT PAINTING	58,077.50	405,545.25
E.T. TECHNOLOGIES, INC	13,507.67	116,206.31
ELITE GROUNDS, LLC	7,276.53	17,734.12
EPIC ENGINEERING, P.C.	31,089.50	173,647.80
FLEET PRIDE	235.00	547.18
FUEL NETWORK	12,874.01	46,028.02
GRAINGER	327.32	7,471.41
HARRINGTON INDUSTRIAL PLASTICS	461.79	1,145.14
HUBER TECHNOLOGY	1,419.42	346,158.02
IDEXX Distribution, Inc.	2,479.82	2,479.82
IGES, INC.	1,263.20	21,609.92
IMMENSE IMPACT	639.00	639.00
INTERMOUNTAIN FUSE SUPPLY, INC	22.56	22.56
INTERSTATE PRODUCTS, INC	5,248.00	5,248.00
JENKINS PLUMBING CO	1,191.81	1,191.81

VENDOR NAME	AMOUNT	YTD Totals
JUB ENGINEERS, INC.	8,674.69	8,674.69
KILGORE COMPANIES, LLC	912.18	6,152.14
KNP CONSTRUCTION	1,800.00	1,800.00
LECHEMINANT, MATTHEW	324.00	324.00
LEVERAGE IT SOLUTIONS	21,231.42	46,630.74
LGG INDUSTRIAL, INC	199.60	2,340.94
LOWE'S	754.38	8,624.99
MADDOX AIR COMPRESSOR, INC	1,241.12	1,721.12
MECHANICAL SERVICE & SYSTEMS, INC.	1,917.50	22,279.84
METERWORKS	13,227.59	534,674.27
MICROSOFT	432.00	2,584.97
MID ATLANTIC TRUST COMPANY	3,097.34	215,734.12
MIDGLEY-HUBER, INC	1,668.00	1,668.00
MORGAN ASPHALT	1,807.41	7,113.25
MOUNTAINLAND SUPPLY COMPANY	3,572.13	46,158.58
NAPA AUTO PARTS	121.07	235.02
NATIONAL BENEFIT SERVICES	52.00	43,843.00
NATIONAL TRENCH SAFETY	9,770.00	9,770.00
NOLAND & SON CONSTRUCTION	947,633.17	966,358.17
OWEN EQUIPMENT	6,027.31	11,020.35
PACE ANALYTICAL SERVICES, INC.	1,942.00	4,840.00
POLYDYNE INC	13,497.78	53,991.12
PRECISION POWER INC	7,544.00	7,544.00
RC ENTERPRISE	1,800.00	1,800.00
REGENCE BCBS OF UTAH	15,331.62	133,518.46
REMOTE CONTROL SYSTEMS. INC.	370.00	12,170.00
REPUBLIC SERVICES	2,975.54	21,061.28
RHINO PUMPS	8,748.00	63,655.39
RICOH USA , INC	577.51	3,116.74
RIVER POOLS OF SALT LAKE	1,800.00	1,800.00
ROCKY MOUNTAIN CARE CLINIC	435.00	2,277.00
ROCKY MOUNTAIN POWER CO.,	163,704.37	577,645.64
RULON HARPER CONSTRUCTION, INC	248.71	4,838.39
RUST AUTOMATION & CONTROLS INC	3,674.00	3,674.00
S.L.CO. ENGINEERING DIVISION	1,375.00	11,875.00
SAFETY SUPPLY & SIGN CO.	3,621.20	5,965.86
SHRED-IT	150.62	684.12
SIGN NOW	722.24	1,865.93
SKM INC.	519.72	19,705.36

VENDOR NAME	AMOUNT	YTD Totals
SMITH HARTVIGSEN, PLLC	1,831.00	26,515.50
SMITH POWER PRODUCTS INC.	8,861.55	9,224.05
STANDARD PRINTING COMPANY	1,096.66	16,079.76
STANDARD PLUMBING SUPPLY	12.99	12.99
STANTEC CONSULTING SERVICES INC.	32,209.19	232,778.07
STAPLES BUSINESS CREDIT	485.41	3,241.41
THATCHER COMPANY	52,326.85	254,665.02
THE LINCOLN NATIONAL LIFE	731.10	5,117.70
TOTAL POWER & CONTROLS, LLC	2,143.34	25,015.71
TURF EQUIPMENT & IRRIGATION INC	40,695.00	40,695.00
TWIN D INC.	32,150.00	113,850.00
UTAH BARRICADE COMPANY	732.00	2,928.00
UTAH BROADBAND	1,153.00	9,035.00
UTAH DEPT OF GOVERNMENT OPERATIONS	53,400.00	53,400.00
UTAH SAFETY COUNCIL	2,916.00	2,916.00
UTAH STATE TAX COMMISSION	31,127.33	101,621.93
UTAH-IDAHO TEAMSTERS SECURITY FUND	44,935.50	336,241.50
UTILITY COATINGS & FABRICATION	20,965.00	20,965.00
VANGUARD CLEANING SYSTEMS	1,542.00	13,878.00
VERIZON CONNECT	500.56	4,627.25
VESTIS	1,468.43	1,468.43
VORTEX COLORADO, INC.	411.00	7,852.69
WEF MEMBERSHIP	69.00	1,402.00
W.E.T.	3,975.00	5,900.00
WEST VALLEY CITY	130.20	1,111.40
WESTERN CONF TEAMSTERS PENSION	26,721.00	218,167.13
WORKERS COMPENSATION FUND OF UTAH	2,147.70	15,041.40
ZAYO	5,037.59	22,267.26
ZIONS BANK PUBLIC FINANCIAL SVS	2,500.00	2,500.00
TOTALS	3,208,511.00	11,043,131.44

**MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
7/29/2024 TO 9/1/2024**

Check Issue Date	Payee	Amount	Description
8/15/2024	ZIONS BANK	83,492.50	5436869-BOND SER 2013
		\$ 83,492.50	

MANAGERS REPORT



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 09/04/24 (September 12th 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

- Currently Fully Staffed
- Will be conducting interviews for Interim Assistant Water Operations Manager this week

OPERATIONS

- Water Operations
 - Haynes Well #7 has been videoed and reviewed and found to need brushing, bailing and chemical treatment similar to rehab completed for Haynes Well #2
 - Lead and copper inventory completed and prepping for submittal to DDW and for making information available to customers on our website through a GIS portal
 - EDR training & plant tour with Veolia planned for this month
 - DDW issued operating permit for Haynes Well #2 Rehab project
- WWTP Operations
 - Bypass pumping for reuse project tie in on September 4th.
 - Substantial completion for Reuse project anticipated for September 20th with startup of pumps and filters
 - WWTP crew have been collecting additional sampling for modeling of the treatment system
 - Collections crew has been completing Vector equipment training

- Office
 - Water OM working on bids for concrete repairs to replace curbing and fix settling/flooding issues at main office building
 - Yoppify presented to board. Mgmt to finish review of pricing & contact of referrals
 - GM will look at adding a camera to front of NW corner of building in addition to basement
 - Telephone system swap to be completed this week
- Delinquent accounts
 - July 2024
 - Accounts that are delinquent: 244
 - Total of all delinquent accounts: \$31,225.75
 - Average delinquent account balance: \$127.97
 - Pink notices sent out = 403
 - Pink notices were 61% effective
 - Red notices were 96% effective as of 7/17/24
 - June 2024
 - Accounts that are delinquent: 769
 - Total of all delinquent accounts: \$122,057.95
 - Average delinquent account balance: \$158.72
 - Pink notices sent out = 203
 - Pink notices were 58% effective
 - Red notices were 95% effective as of 6/12/24
 - May 2024
 - Accounts that are delinquent: 683
 - Total of all delinquent accounts: \$123,359.50
 - Average delinquent account balance: \$180.61
 - Pink notices sent out = 167
 - Pink notices were 52% effective
 - Red notices were 96% effective as of 5/16/24

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - Met with Magna City & MSD representatives on 8/19/24 to discuss zoning change process interface with MWD
 - Mgmt team to meet with JVWCD representatives on 9/4/24 to discuss delivery trends, water budget, policies, projections & legislation
 - GM to make presentation at Magna City Council meeting on 9/10/24
- Work to improve communication & morale with employees
 - HR Mgr completed Arbinger follow up training in August morning meetings
 - HR Mgr & Olympus Insurance completed annual ethics training in August
- Work to improve communication with customers
 - Thorough and prompt response to customer concerns and complaints
 - Higher water bills this Summer
 - Low pressure in Gablers Grove & Gateway to Little Valley
 - Emergency notification on main breaks

ENGINEERING REPORT

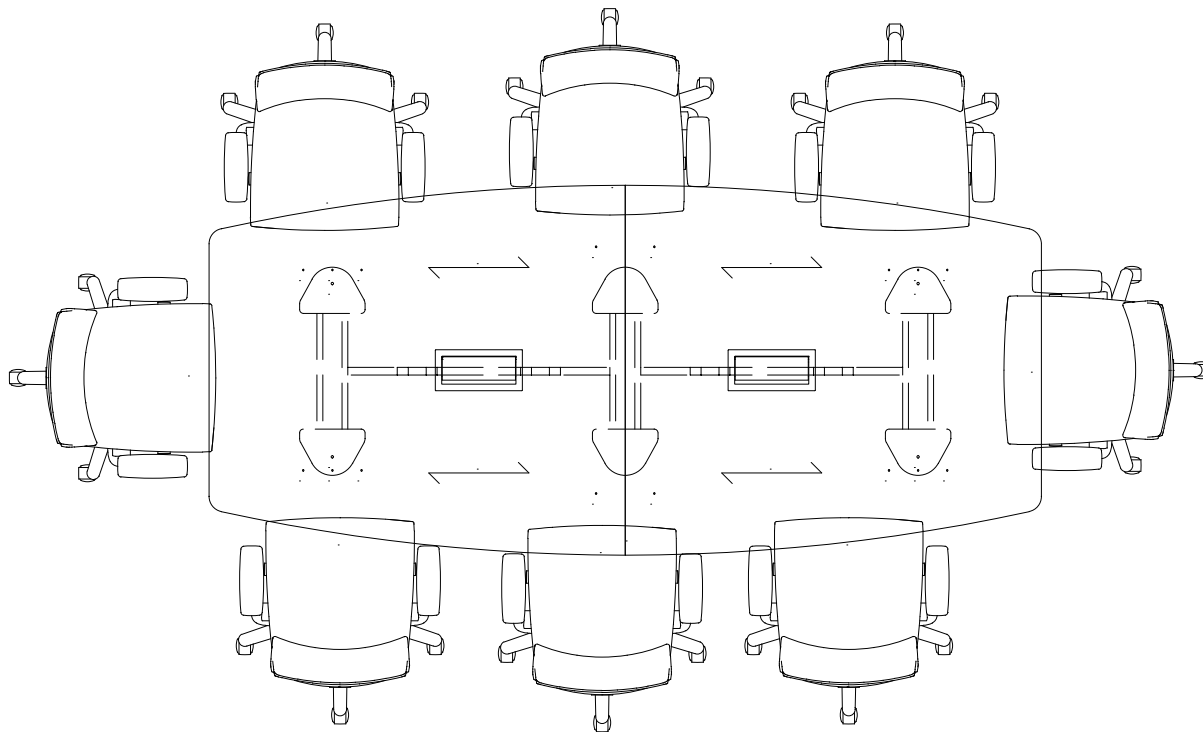
Engineering Report (Updated 09/05/24)

Capital and General Engineering Projects

- **2023 Water line replacement project**
 - **8850 W.**
 - **Services completed**
 - **Pavement completed**
 - **9000 W.**
 - **Services completed**
 - **Asphalt scheduled**
- **WRF Reuse Project**
 - Working on mechanical piping and filters.
 - Working on electrical
 - **Substantial completion and testing End-September**
- **Influent Pump Station**
 - **Processing submittals and RFI's**
 - Equipment Pre-procurement
 - **Screw Pumps delivered**
 - Grit Washers
- **WWTP Facility Plan Update**
 - WWTP model complete
 - Facility assessment complete
 - **Approximately 80% complete**
- **Haynes Well #8 Replacement**
 - Well drilling and casing design complete
 - Pump house design complete
 - **Working on paperwork and agreement for \$1.31 million grant**
 - **Submitted work plan and cost estimate to EPA for review**
- West Side Collection Phase 1B Project
 - **Rebid in September 2024.**
- Truck Garage
 - Adjust size to 4 bays
- Solids Handling Building Expansion
 - Plan review in progress
- **Change House**
 - **Started Alternative Analysis scheduled to complete October 1st.**
- 7200 W- 3100 S to Beagley Lane Secondary Project
 - Design complete.
- Zone 3 Secondary Water Reservoir
 - **Waiting in NG for final agreement to execute.**
 - Design picked back up.
- **Lobby Office**
 - Changing to frosted glass
 - Adjusting door open and door handle
 - Table option (attached)

Magna Water Distirct

Project 7516
Layout MWD CNF RM
Version 1.1



108" x 48" conference table with power/data ports



Design By: Zack Inman
S.H.I. Office Furniture
5098 Amelia Earhart Drive
Salt Lake City, Utah 84116
801-355-8811 Office
zack@shiofficefurniture.com
www.shiofficefurniture.com



**WATER
OPERATIONS
REPORT**

Water Production Report & Callout Report

August 2024

Water Production Summary

The culinary water production for the month of August was 234.37 million gallons or 719.32-acre feet, a 9.4% increase from 2023. YTD was 1,228.69 million gallons or 3,770.99-acre feet, a 7.54% increase from 2023.

We have purchased 530.81-acre feet of water from Jordan Valley Water.

The secondary water production for the month of August was 94.06 million gallons or 288.68-acre feet, a 34.63% increase from 2023. YTD as was 337.80 million gallons or 1,036.75-acre feet, a 35.29% increase from 2023.

Callout Report – Water and Wastewater Combined

Total number of call outs - 28

Water – 24

Wastewater – 4

Total Hours for call outs – 137.75

Water – 113.25

Wastewater – 24.5

Mainline Leak - 4

Service Line Leaks – 0

Miscellaneous - 24

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Aug-24

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2024	2023			2024	2023		
CULINARY WATER								
Well Sources Barton and Haynes	751.68	679.87			3,768.65	3,392.39		
To Waste	93.64	86.05			443.74	414.72		
Total Finished Blend EDR	657.04	585.57			3,240.18	2,945.73		
JVWCD Magna Reading	67.27	66.00			531.29	539.87		
JVWCD	62.28	66.11			530.81	541.08		
Total Culinary Water	719.32	651.68	9.40%	234,374,597	3,770.99	3,486.81	7.54%	1,228,694,130
SECONDARY WATER								
Irrigation Well #1	42.67	-			168.71	64.32		
Irrigation Well #2	-	30.48			59.79	117.57		
Irrigation Well #3	8.16	13.94			17.11	53.32		
High Zone (secondary)	78.59	40.55			272.43	128.18		
Low Zone (secondary)	159.26	103.75			518.71	307.46		
Total secondary Usage	288.68	188.72	34.63%	94,060,316	1,036.75	670.85	35.29%	337,802,179
Total Production of Water	1,008.00	840.40	16.63%	328,434,624	4,807.74	4,157.66	14%	1,566,496,309

* EDR Blend + Total Secondary + JVWCD = Total Production

AUGUST CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	GAVIN HENSHAW	8/2/2024	4	MAINLINE LEAK- 3275 S LYNNBROOK DR
		8/18/2024	3	MAINLINE LEAK- 3207 S ELMER ST
WWTP	BEAU LAMPER	8/10/2024	7	POWER OUTAGE AT WWTP DUE TO WIND. VISUALLY CHECK & RESTART EQUIPMENT
		8/13/2024	3	EAST HEADWORKS CHOPPER PUMP #113 CLOG
WATER	JUSTIN LONG	8/2/2024	4	MAINLINE LEAK- 3275 S LYNNBROOK DR
		8/9/2024	5.5	MAINLINE LEAK- 3372 S 8400 W
		8/10/2024	3	COLDSIDE LEAK- 3743 S 8370 W, TURNED WATER OFF
			3	EMERGENCY BLUESTAKE- DOMINION ENERGY 3730 S BRONCO CIR
			3	MAINLINE LEAK- 3622 S PATRIOT DR
		8/13/2024	3	HOMEOWNER REQUEST WATER OFF DUE TO LEAK IN SPRINKLERS- 3737 S HANCOCK
WATER	CONNOR MCREYNOLDS	8/1/2024	3	HYDRANT TURNED ON, FRONT CAP LOOSE- 2732 S RIVERHEAD DR
		8/2/2024	4.75	MAINLINE LEAK- 3275 S LYNNBROOK DR
		8/4/2024	3	LEAKING SETTER- 7121 W HAWKER; HOT HEAD REPAIRED- 7527 W 3100 S; LEAKING SERVICE LINE, HADCO REPAIR- 3841 S BOWIE DR
		8/18/2024	4	MAINLINE LEAK- 3207 S ELMER ST
WATER	BOB BATT	8/9/2024	4.5	MAINLINE LEAK- 3372 S 8400 W
EDR	STEVE CLARK	8/9/2024	3	ZONE 3 COMMUNICATION FAIL
		8/10/2024	3	IRRIGATION BOOSTER LOW FLOW
		8/11/2024	3	FILL ZONE 3 TANKS
			3	IRRIGATION BOOSTER LOW FLOW
		8/14/2024	3	EMERGENCY CALL OUT -EDR FLOODING
WWTP	CHET DRAPER	8/13/2024	3	EAST HEADWORKS CHOPPER PUMP #113 CLOG
EDR	MATT SKOGERBOE	8/14/2024	3	EMERGENCY CALL OUT -EDR FLOODING
WATER	GENE STOTT	8/9/2024	4	MAINLINE LEAK- 3372 S 8400 W
WATER	CHRIS THOMPSON	8/9/2024	4	MAINLINE LEAK- 3372 S 8400 W
WATER	LONNIE THOMPSON	8/9/2024	4.5	MAINLINE LEAK- 3372 S 8400 W
EDR	ED TUCKER	8/2/2024	3	EDR PLC I/O FAULT- RESTART UNITS
			3	EDR PLC I/O FAULT- RESTART UNITS
		8/7/2024	3	POWER BUMP- RESTART PLANT
WWTP	SCOTT BECK	8/24/2024	5.5	POWER OUTAGE AT WWTP. VISUALLY CHECK & RESTART EQUIPMENT
WWTP	DYLLAN DELOBEL	8/17/2024	6	POWER OUTAGE AT WWTP. VISUALLY CHECK & RESTART EQUIPMENT
WATER	CLINT GILES	8/18/2024	4	MAINLINE LEAK- 3207 S ELMER ST
WATER	MATTHEW HUNTER	8/18/2024	3	SINKHOLE-3370 S 8400 W
			3	STANDING WATER AROUND METER BOX- 2754 S SHAGYA CIR
			4	MAINLINE LEAK- 3207 S ELMER ST
WATER	TRAVIS RAWSON	8/23/2024	3	LVG DIDN'T HAVE WATER
			3	COLDSIDE LEAK- LOVERIDGE- HADCO, SHUT OFF AT MAIN
			3	COLDSIDE LEAK- 2942 S 9000 W, TURNED WATER OFF AT METER BOX
		8/28/2024	3	COLDSIDE LEAK- 3833 S CLOUD PEAK DR, DR HORTON FIXING LEAK

Total Callout Hours	137.75
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Total Callouts	28
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Total Water/EDR Hours	113.25
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Total # of Water Callouts	24
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Total WWTP Hours	24.5
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Total WWTP Callouts	4
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LEAKS

Date	Address	Hours	Mainline/Service
8/2/2024	3275 S LYNNBROOK DR	12.75	MAINLINE
8/9/2024	3372 S 8400 W	22.5	MAINLINE
8/10/2024	3622 S PATRIOT	3	MAINLINE
8/18/2024	3207 S ELMER ST	15	MAINLINE
TOTAL		53.25	

**WW
OPERATIONS
REPORT**



WRF AERATION UPDATE

September 2024

Purpose of the update:

Review our three-phase aeration strategy to address immediate concerns while understanding long term needs.

Phase 1: Purchase shelf unit and maintenance inventory. (complete)

Phase 2: Install Triton 2.0 Upgrade. (complete)

Phase 3: Understanding Future Aeration Needs (ongoing)

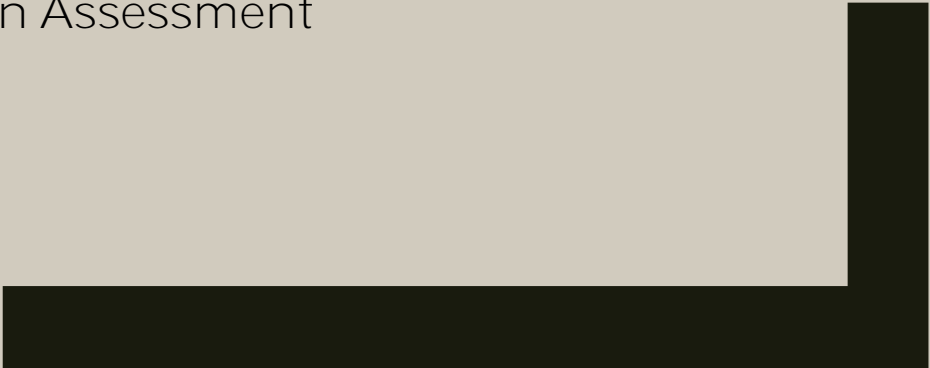




Immediate concerns:

- Dissolved Oxygen Deficiency (DO is the main control source for wastewater treatment)
- Permit compliance for related parameters
- Lack of redundancy and spare equipment in inventory

Long Term Needs:

- Complete Capacity Studies Along With Plant Condition Assessment
 - Update WW Master Plan And Treatment Plant Model
 - Plan For Future Growth and Expansion
- 

Addressing Immediate and Long-Term Concerns



Evaluating Equipment Options



Electrical Requirements and Compatibilities



Mounting, Installation and Maintenance



Oxygen Output Per Unit



Price



Availability



Equipment Upgrade:

Aeration Industries Triton 2.0 Upgrade Kit

Manufacturers Specs:

- Retro Fits To Existing Equipment
- Increases Aeration Capacity By 18-20 %
- Increase Mixing Capacity by 54 %
- Reduced Energy Consumption

Aeration Data Comparison

Before and After Aeration Kit Install Year to Year DO Comparison

Date Range	Minimum	Average	Maximum
May 2023	0.56 mg/L	0.89 mg/L	2.19 mg/L
May 2024	0.58 mg/L	1.13 mg/L	3.17 mg/L
Percent Increase	3.5%	26%	44%

Year to Year DO Comparison

Date Range	Minimum	Average	Maximum
June 2023	.57 mg/L	.85 mg/L	2.01 mg/L
June 2024	0.61 mg/L	1.10 mg/L	2.95 mg/L
Percent Increase	7%	29%	46%

Year to Year DO Comparison

Date Range	Minimum	Average	Maximum
July 2023	0.53 mg/L	0.74 mg/L	1.67 mg/L
July 2024	0.61 mg/L	1.03 mg/L	2.75 mg/L
Percent Increase	15%	39%	64%



Where do we go from here?

PRESENT

- DO is sufficient for current need
 - Meeting permit requirements for BOD and Ammonia

UPCOMING

- Update Wastewater Model (to be completed fall 2024)
 - Using DO profile with Triton 2.0 units in service.
- Work Through Wastewater Master Planning to Identify Future Needs (to be completed winter 2024)
 - Includes aeration and process needs
- Complete Local Limits Study with NGC and DWQ (to be completed winter 2024)

**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	1/2/2024	1st Monday in January	1/1/2025
Adoption of District's Annual Tentative Budget	10/19/2023	11/30/2024	10/1/2024
Annual Certification and Filing of Budget with State Auditor	11/28/2023	12/31/2024	12/31/2024
Annual Filing of Impact Fees Report with State Auditor	3/31/2024	3/31/2024	3/31/2025
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	1/30/2024	3/31/2024	3/31/2025
Quarterly Budget to Actual Reports provided to Board of Trustees 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	5/16/2024 8/8/2024	May July November February	05/31/2025 07/31/2025 11/30/2025 02/28/2026
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	4/27/2024 7/30/2024	04/30/2024 08/31/2024 10/31/2024 01/31/2025	04/30/2025 8/31/2025 10/31/2025 1/31/2026
WWTP Annual Biosolids Report to State	1/16/2024	2/18/2024	2/28/2025
OSHA 300 Report - Posted & Submitted	3/2/2024	3/2/2024	3/2/2025
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/8/2024	30 days after information has changed	1/1/2025
Semi-annual Report to State Money Management Council June 30 Report December 31 Report	7/15/2024 1/25/2024	07/31/2024 01/31/2025	7/31/2025 1/31/2026
File statement with Division of Corporations re: receipt of notice of claim	1/8/2024	January	1/31/2025
File with Registry of Lieutenant Governor	5/22/2024	A year from the last filing	4/11/2025
Disclosure regarding responsibility of homeowner to repair retail water line	5/1/2024	Semi-Annually	10/31/2024
Annual ET Technologies Waste Renewal Certification	4/30/2024	4/30/2024	4/30/2025
Water Use Report	3/31/2024	03/31/2024	3/31/2025
Municipal Wastewater Planning Program Report	4/11/2024	April 15	5/1/2025

Publish Consumer Confidence Report	7/1/2024	Every July 1	7/1/2025
Annual Employee Training			
Sexual Harassment & Discrimination	8/28/2024	December 31	8/1/2025
Tuition Assistance Program	On-going	During Hiring Onboarding	On-going
Fraud Awareness Training	8/28/2024	December 31	8/1/2025
Ethical Behavior	8/28/2024	December 31	8/1/2025
Preventing Violence in the Workplace	6/26/2024	December 31	6/30/2025
Annual Trustee Training			
Open and Public Meetings Act	11/30/2024	12/01/2024	11/30/2025
Utah Public Officers' and Employees' Ethics Act	11/30/2024	12/01/2024	11/30/2025
New Trustee Special and Local District training Course	11/30/2024	Within one year of Office	11/30/2025
Conflict of Interest Annual certification	4/22/2024	2/29/2024	02/29/2025
Employee Performance Evaluations	11/30/2023	12/31/2024	11/30/2025
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/14/2023	June 30 of following year	12/31/2024
GRAMA Training Annual for Records Officer	4/9/2024	December 2024	4/9/2025
Proper Notice of Public Meetings	Ongoing	date and time	Ongoing
Appoint A Board Chair Person Annually	1/11/2024	January Regular Board Meeting	1/1/2025
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Review Insurance/Bonding Requirements	Annually	December 2024	2025
Review Fund Balance Limitation	Annually	December 2024	2025
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Copies of "Robert's Rules of Order" (b) Subject to Subsection (3)(3), a board of trustees shall: (i) adopt rules of order and procedure to govern a public meeting of the board of trustees; (ii) conduct a public meeting in accordance with the rules of order and procedure described in Subsection (3)(b)(i); and (iii) make the rules of order and procedure described in Subsection (3)(b)(i) available to the public: (A) at each meeting of the board of trustees; and (B) on the local district's public website, if available	ongoing	ongoing	ongoing
Meeting Minutes Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Webiste, District website, and district office and within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listenting.	Ongoing		Ongoing

IGES



Materials Testing Services Agreement

PARTIES

This agreement entered into at Draper, Utah, is made effective this 15th Day of August 2024 between:

Magna Water District
8885 West 3500 South
Magna, Utah 84044

T: (801) 250-2118

hereinafter called "Client"

Attn: Trevor Andra, email: trevor@magnawater.com;

IGES, Inc.

12429 South 300 East, Suite 100
Draper, Utah 84020

T: (801) 748-4044, F: (801) 748-4045

hereinafter called "IGES"

PROJECT DESCRIPTION

Client engages IGES to obtain soil samples, perform proctor and gradation tests as needed and provide compaction (soil density) testing, concrete sampling & testing, grout sampling & testing, masonry and other miscellaneous testing services such as rebar, welding, bolt and epoxy inspection for the proposed Magna WRF Influent project at approximately 7800 West 2100 South. The client expects the project to continue until January 2026.

SCOPE OF SERVICES

IGES agrees to perform the following services at the specified costs:

1. Perform laboratory Proctors, Plasticity Limit and Gradation testing as requested by client.
2. Provide density, concrete and asphalt testing at the site.
3. Provide other testing and special inspections as needed for the project.
4. Report results of testing to Client on a weekly basis.

Material testing will be billed on a time and expense basis in accordance with the attached fee schedule. Technicians will be billed at a rate of 1.5 times the standard rate for all time over 40 hours during a week and for any weekend work.

Technician Rate.. \$75 per hour plus \$0.65 per mile*(4-5 visits/Month).....	\$5,200 - \$6,500
Concrete Sampling and Testing (6x12 cylinders) (Estimated 14 sets).....	\$5,200
Asphalt Testing, Coring and Core Testing (3 cores).....	\$1,200
Administration and Support Services.....	\$2,000 - \$3,000
Total Estimated.....	\$13,500 – \$16,000

*See attached rate schedule for specific costs associated with laboratory testing on soil and concrete, estimated fee is based on our understanding of the anticipated testing that will be needed and is based on the information, hourly rates, unit rates, etc. presented in this proposal and any future annual rate increases. The number of visits and duration of visits may increase as a result of failing tests, cancelled tests, inclement weather, site preparation, or other unforeseen conditions.

Changes

Where applicable, proposed fees constitute our best estimate of the charges required to perform the services as defined. Except as otherwise provided, the project scope will not be reduced without written mutual agreement. Where project scope is expanded by Client (or agent), Client will be responsible for payment for services resulting therefrom. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, if facts are uncovered which reveal a change in direction or an alteration of scope, IGES will inform Client so that changes in scope can be negotiated as required.

TERMS AND CONDITIONS

1. Any additional work that Client, Owner, IGES or other authority requires that is not contained in this contract will be billed according to our current fee schedule.
2. IGES will bill Client monthly or as otherwise determined, as work progresses. Invoice amounts are due and payable in full within 30 days of the invoice date. Accounts unpaid after said 30 day period shall be in default and shall be subject to a default or late payment charge at the rate of 1.5% per month based upon the unpaid balance of the account dating from the invoice date, and accrued and compounded monthly. IGES may give notice by regular mail and suspend services if the Client is in default as defined above. IGES will not be responsible for any penalty, damages or hardship that may result from such suspension of work. Client agrees to pay any and all costs and fees required or incurred by a collection agency and/or an attorney to collect payment in full.
3. In recognition of the relative risks and benefits of the project, Client agrees that IGES's total aggregate liability for all acts, errors or omissions (whether based upon contract, tort or other legal theory) shall not exceed the amount of IGES's fee or \$100,000.00, whichever is greater. Client agrees that Client's sole and exclusive remedy for any claim, whether based upon contract, tort or other legal theory, will be against IGES's corporate entity and not against any of IGES's individual employees, officers, or directors.
4. Neither party shall be responsible or held liable to the other for any consequential, incidental, or indirect damages, including loss of profit, loss of product, or business interruption. The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply notwithstanding default or negligence of the party indemnified, released or whose liability is limited.
5. IGES will provide its services in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the services are performed. IGES makes no guarantees or warranties concerning services and no guarantees or warranties may be implied under the Uniform Commercial Code or otherwise.
6. Client agrees to notify Consultant (24) hours in advance of any necessary tests and observations.
7. Unless otherwise agreed to in writing, test specimens or samples taken by IGES may be disposed of after completion of laboratory testing.
8. Client shall not assign this Agreement or any claim or cause of action for alleged breach of this Agreement without the written consent of IGES.
9. No rights or benefits are provided by this Agreement to any person other than the Client and IGES, and the parties do not intend to confer any rights in third-parties.
10. All legal actions by either party against the other arising out of this Agreement, or for alleged failure to perform in accordance with the applicable standards of care, shall be barred two years from the date the claimant knew or should have known of its claim; provided, however, that no legal actions shall be asserted by Client or IGES more than four years after the date of IGES's last invoice for services.
11. This Agreement may be terminated by either party by not less than 10 days written notice to the other party specifying substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. Such termination shall not be effective if the substantial failure to perform is remedied within the 10 day period. If this Agreement is terminated, IGES shall be paid for services performed up to the termination notice date plus reasonable termination expenses.
12. Client represents and warrants that it possesses all necessary permits and licenses required for the performance of the services.
13. Client shall furnish with reasonable promptness such soils investigations and reports, land surveys, existing building information, tests, analyses, etc. as may be necessary for the proper execution of IGES's services at no expense to IGES, and IGES shall be entitled to rely upon the accuracy and completeness thereof. All designs, drawings and other documents produced by IGES are instruments of IGES's service and shall be the property of IGES unless otherwise specified. All designs, drawings, and other documents produced by IGES are not intended or represented to be suitable for reuse by Client or others on extensions or modifications of this project or any other project. Reuse of any such documents without written permission from IGES for the specific purpose intended shall be at the user's sole risk, without liability to IGES. Client agrees to indemnify and hold IGES harmless from all claims, damages, and expenses, including attorney's fees arising out of such unauthorized reuse.
14. This Agreement shall be governed by the laws of the State of Utah unless otherwise agreed in writing between the parties.
15. Should any provision of this Agreement be held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. The failure of IGES to insist upon strict performance by Client of any the terms and conditions of this Agreement shall not be deemed a waiver of any of IGES's rights or remedies and shall not be deemed a waiver of any claim involving any subsequent breach or default.

Client and IGES acknowledge that each has read and agrees to the Terms and Conditions above which are incorporated herein and made a part of this Agreement and apply to all services performed by IGES.

CLIENT: Magna Water District

IGES:

Date: _____

Date: _____



2024 Schedule of Charges

Intermountain GeoEnvironmental Services, Inc.

The compensation to Intermountain GeoEnvironmental Services, Inc. for our professional services is based upon and measured by the following elements:

PERSONNEL

Principals	\$180 per hour
Associates	\$160 per hour
Senior Engineers and Geologists	\$150 per hour
Project Engineers and Geologists	\$135 per hour
Staff Engineers and Geologists	\$125 per hour
Assistant Professionals	\$110 per hour
Senior Field/Laboratory Technicians	\$95 per hour
Junior Field/Laboratory Technicians	\$75 per hour
Word Processing and Clerical	\$70 per hour
Expert Consultation, Report Preparation and Testimony	\$300 per hour

LAB TESTING

Proctor Tests (with rock correction)	\$225 each
Atterberg Limits Tests	\$135 each
Sieve Analysis	\$90
Minus No. 200 Wash	\$70
Concrete Cylinder Breaks (4 x 8)	\$35 per cylinder (\$150 for Set of 5)
Concrete Cylinder Breaks (6 x 12)	\$45 per cylinder (\$200 for Set of 5)
Specific Gravity of Aggregate	\$95
Specific Gravity of Asphalt/Concrete Cores	\$35 per core

EQUIPMENT

Soil Sampling Equipment	\$110 per day
Soil Sample Containers	\$22 per sample
Tieback/Soil nail testing equipment	\$200 per day
Inclinometer Measurements up to 150 ft	\$300 per day
Inclinometer Measurements 150 to 300 ft	\$475 per day
Concrete and Asphalt Coring	\$120 per hour
Vibration Monitoring	\$350 per week/\$850 per month
Mileage	\$1.00 per mile (\$0.65 for Materials Testing)

MISCELLANEOUS EXPENSES

Out-of-town living expenses, vehicle rentals, sub-contracted work, postage, shipping, travel and other costs incurredCost plus 15%

All in-house laboratory testing will be billed at IGES prevailing testing rate schedule at the time of testing.

AE2S

TASK ORDER NO. 4

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated May 21, 2024, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	August 16, 2024
b.	Owner:	Magna Water District
c.	Engineer:	Advanced Engineering and Environmental Services, LLC
d.	Specific Project (title)	MWD SIU Agreement Northrup
e.	Specific Project (description):	AE2S will assist MWD with the review of a local limits study for a significant industrial user (SIU) currently contributing flow to the Magna Water District Water Reclamation Facility.
f.	Related Task Orders	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: MWD SIU Agreement Northrup
 Description of Improvements: _____
 Prior Studies, Reports, Plans: Northrop Grumman Corporation Site-Specific Local Limits Justification
 Facility Location(s): MWD Water Reclamation Facility

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Study and Report Services (Exhibit A, Paragraph A1.02)
 - Scope of Services is further defined as follows:
 - Gap Analysis
 - Review documentation from NGC.
 - Conduct Gap Analysis.

- Local Limits Review
 - Review Supplemental data from NGC and MWD.
 - Analyze MAHL, MAIL, and local limit calculations.
 - Evaluate need for monitoring additional POCs, if any.
 - Provide recommendations for additional sewer monitoring.
 - Provide recommendations for local limits.
 - Conduct two virtual meetings with MWD and NGC.
 - Provide technical memorandum with local limits review.

B. All of the services included above comprise basic services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Agreement, and the following supplemental responsibilities that are specific to this Task Order: None

5. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided above or elsewhere, the parties shall meet the following schedule: None

6. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$16,572.00	
a. Gap Analysis	\$2,013.00	Hourly
b. Local Limits Review	\$14,559.00	Hourly
TOTAL COMPENSATION (items 1 and 2)	\$16,572.00	
3. Additional Services under Section 3.D above	(N/A)	

C. Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered.

7. **ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:** NONE

8. **ATTACHMENTS:** NONE

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Agreement and its exhibits and appendices, which Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

Magna Water District

By:

Date:

Name: Clint Dilley
Title: District Manager

Address for giving notices:
Magna Water District

8885 W 3500 S
Magna, Utah 84044
United States

Designated Representative:

Name: Trevor Andra
Title: District Engineer

Address:
8885 W 3500 S
Magna, Utah 84044
United States

Phone: 8012506279
Email: trevor@magnawater.com

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By: Sam Fankhauser
Sam Fankhauser (Aug 28, 2024 13:59 MDT)

Date:

Name: Sam Fankhauser
Title: Operations Manager

Address for giving notices:
Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, North Dakota 58201
United States

Designated Representative:

Name: Stockton Denos
Title: Project Manager

Address:
3400 North Ashton Boulevard, Suite 105
Lehi, UT 84043

Phone: 801.597.2449
Email: stockton.denos@ae2s.com

TERRACON



6952 South High Tech Drive, Suite B
Midvale, Utah 84047
P (801) 545-8500
Terracon.com

August 15, 2024

Magna Water District
8885 West 3500 South
Magna, Utah 84044

Attn: Mr. Trevor Andra
P: (801) 250-6279
trevor@magnawater.com

Re: Proposal for Limited Site Investigation
Union Pacific Railroad Parcel
8979 West 3500 South
Magna, Utah
Terracon Proposal No. P61247267

Dear Mr. Andra:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the Magna Water District to conduct a Limited Site Investigation (LSI) at the above-referenced site. The purpose of this LSI is to conduct a preliminary assessment of the recognized environmental conditions (RECs) and/or other areas of environmental concern identified in the Phase I Environmental Site Assessment (ESA—Report No. 61247210) prepared by Terracon for the Magna Water District to support the potential purchase of the property.

Scope of Services

(see Section 2.0 of attached Proposal Detail)

An LSI will be conducted that will include excavation of nine test pits. Refer to the attached Exhibit 1 for proposed test pit locations.

Schedule

(see Section 3.0 of attached Proposal Detail)

Excavation activities are tentatively scheduled for the week of August 26, 2024. The report will be delivered by September 25, 2024 if authorization to proceed is received by August 19, 2024.

Compensation

(see Section 3.0 of attached Proposal Detail)

Lump Sum Fee of \$21,950

If this proposal meets with your approval, please sign the attached Supplement to Agreement for Services, dated August 15, 2024, between Terracon and Magna Water District, and return it to our office via e-mail to Ms. Jill Hernandez at jill.hernandez@terracon.com for initiation of services. Initiation of services constitutes agreement and acceptance of the attached conditions as outlined unless otherwise agreed

Proposal for Limited Site Investigation
Union Pacific Railroad Parcel | Magna, Utah
August 15, 2024 | Terracon Proposal No. P61247267



to in writing. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 30 days.

We appreciate the opportunity to provide our services and look forward to working with you on this and future projects. In addition to investigation services, Terracon provides geotechnical, construction materials, and facilities testing and consulting services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services, please visit our website at www.terracon.com.

If there are any questions regarding this proposal or you would like to discuss the proposed Scope of Services, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Jill Hernandez' in a cursive script.

Jill Hernandez, P.E.
Senior Project Manager

A handwritten signature in black ink that reads 'Amy Austin' in a cursive script.

Amy Austin
Authorized Project Reviewer

Attachments: Proposal Detail
Exhibit 1 Site Diagram
Table 1 Sampling and Analytical Program
Supplement to Agreement for Services



1.0 Project Information

The property is a 17.96-acre tract comprised of vacant land (Salt Lake County Parcel ID 14-31-200-005-0000) located at the southwest corner of 3500 South and Copper Bend Road in Magna, Utah (hereinafter, referred to as the site). The site is currently owned by the Union Pacific Railroad Company.

2.0 Scope of Services

At your request, the proposed Scope of Services was developed in response to the results of Terracon’s recent Phase I Environmental Site Assessment (ESA—Report No. 61247210) that is currently being prepared by Terracon that identified the following recognized environmental conditions (RECs) and/or areas of environmental concern.

REC/Area of Environmental Concern	Description
Bingham/Magna Ditch	The Bingham/Magna Ditch, located in the east portion of the site, was used by Utah Copper Corporation in the 1930s to transport mine-impacted wastewater from the Bingham Mine to the Salt Lake Canal in Magna. The ditch was filled with topsoil by 1940. Arsenic impacts associated with mining operations have been reported in soil within the ditch. The site is also bound to the east, north and west by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Operable Units, which were impacted with lead and arsenic.
Former Railroad Operations	Railroad spurs were formerly located in the central portion of the site and the site is located to the west of an active railroad line. Other site features potentially associated with the rail lines were visible on historical aerial photographs adjacent to the northernmost railroad spur and potential retention ponds were visible in the north portion of the site. Mining slag with elevated concentrations of heavy metals has historically been used as railroad ballast within the area. In addition, herbicides, pesticides, solvents, and oil may have historically been applied or released along the former railroad features.

2.1. Objectives

The objective of the proposed LSI is to conduct a preliminary assessment for the presence or absence of constituents of concern commonly associated with the identified RECs / areas of environmental concern at concentrations above laboratory reporting limits in the on-site soil, if encountered.

2.2. Field Exploration, Sampling and Laboratory Analytical Program

A total of nine test pits will be excavated at the site. Refer to the attached **Exhibit 1** for the proposed test pit locations. The proposed sampling locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions. Magna Water District will be notified of significant modifications to the sampling locations.

As the RECs have identified potentially shallow soil impacts and groundwater is estimated to be greater than 30 feet below the ground surface, this preliminary investigation will not include groundwater sample collection.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is detailed in the attached **Table 1**. Soil samples will be field screened with a photoionization detector (PID) for VOCs and an X-ray Fluorescence meter (XRF). Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Non-expendable sampling equipment will be cleaned between sample collection intervals using a detergent/potable water solution wash and potable water rinse. Excavated soil will be returned to the excavation from where it originated. Investigative-derived waste is not expected for characterization and/or disposal.

2.3. Site Access, Safety, Subsurface Utilities, and Traffic Control

2.3.1 Site Access

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, and in accordance with the information provided during our telephone conversation on August 13, 2024, we will consider your authorization of notice to proceed as authorization to access the property for conducting field exploration in accordance with this Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Magna Water District shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Scope of Services and will execute any necessary site access agreement.

Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

2.3.2 Safety

Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon will conduct the fieldwork under a site-specific health and safety plan. The plan will identify site-specific job hazards and proper pre-task planning and mitigation procedures.

Magna Water District will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions).

Field services will be performed in United States Environmental Protection Agency (EPA) Level D attire. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Magna Water District contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so to reduce the risk of exposure to unsafe site conditions. Magna Water District agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

2.3.3 Subsurface Utilities

Exploration efforts require excavations into the subsurface; therefore, Terracon will comply with local regulations to request a utility location for the site through the state of Utah's utility locating service. Terracon will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Terracon also proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the landowner/client of their responsibilities in identifying private underground utilities.

2.3.4 Traffic Control

Given the fact that the test pits will be advanced with the property boundaries, traffic control will primarily consist of the use of traffic cones deployed around soil boring advancement equipment, as necessary. In addition, Terracon personnel will employ approved spotting techniques during equipment mobilization and movement within the site.

2.4. Data Evaluation and Project Delivery

Following the completion of field exploration activities and receipt, the data will be analyzed with respect to the proposed use of the property, as indicated by Magna Water District. The results of the field observations and data analysis review will be discussed with Magna Water District.

A report will be prepared for the property that will include the following:

- Executive Summary which includes Findings, Conclusions and Recommendations related to the project
- Documentation of field activities
- Site plan showing pertinent site features
- Analytical laboratory results presented in table format compared to applicable regulatory program published criteria, as appropriate
- Analytical laboratory report

The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may provide. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

If soil or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

3.0 Project Schedule and Compensation

The excavation activities have tentatively been scheduled for August 26, 2024, and the LSI report will be submitted by September 25, 2024, pending authorization to proceed by August 19, 2024. The actual project schedule will be based on the availability of excavation equipment and other subcontractors, as applicable. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, Magna Water District will be contacted to discuss changes in the schedule.

We have included fees for an analytical laboratory turnaround of five business days. We will notify you of the preliminary results after they are reviewed.

The Scope of Services outlined in this proposal will be conducted for a lump sum fee of \$21,950.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from Magna Water District prior to commencement of additional services outside the scope of this proposal.

4.0 Standard of Care, Assumptions, Additional Scope Limitations, and Reliance

4.1. Standard of Care

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, express or implied, regarding the findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the Scope of Services agreed with Magna Water District, our client, as reflected in our proposal and were not intended to be in strict conformance with ASTM E1903-19.

If impacted soil is discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations. The Scope of Services and estimated fee were based on the assumptions and limitations noted below.

4.2. Assumptions

- Magna Water District will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the Scope of Services.
- Magna Water District will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- The existing site surface will be restored with a similar material to match existing ground surface.
- Field services will be performed in EPA Level D attire. Magna Water District will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- Public utilities will be located using applicable state, regional, and/or local utility locate services or one-call centers.

- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control services are not required beyond what is stated under Section 2.4.
- The site is readily accessible by 2-wheel-drive truck.
- The outlined Scope of Services is for a preliminary site assessment and is not intended to assess groundwater conditions or to fully characterize or delineate soil impacts, if present.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

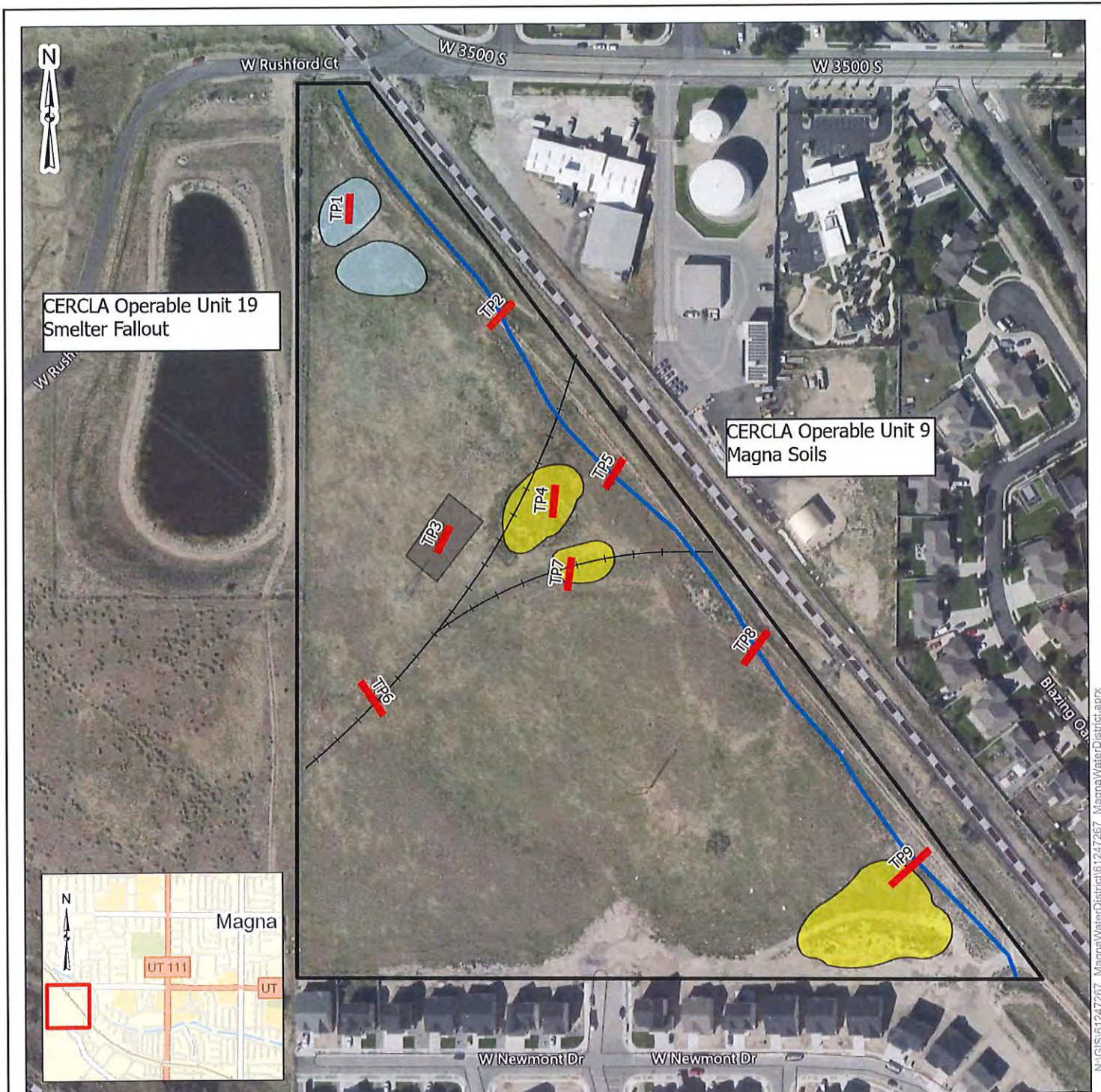
4.3. Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this Scope of Services; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, nondetectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this LSI.

Subsurface conditions may vary from those encountered at excavations or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

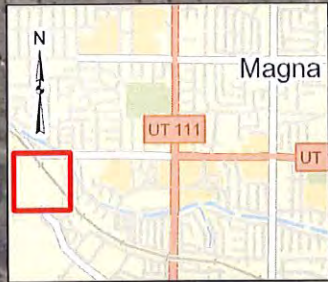
4.4. Reliance

This report has been prepared for the exclusive use of Magna Water District and any authorization for use or reliance by any other party (except Union Pacific Railroad Company and a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of Magna Water District and Terracon. Any unauthorized distribution or reuse is at Magna Water District's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, LSI report, and Terracon's Agreement for Services. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to Magna Water District and all relying parties unless otherwise agreed in writing. Reliance is subject to an additional fee per Relying Party. Terracon will contact Magna Water District to discuss the fee if additional parties require Reliance.



CERCLA Operable Unit 19
Smelter Fallout

CERCLA Operable Unit 9
Magna Soils




- Proposed Test Pit
- Approximate Historical Stockpile Location
- Historical Railroad
- Potential Historical Railroad Feature
- Bingham/Magna Ditch
- Former Retention Pond
- Site Boundary

DATA SOURCES:
ESRI - Basemaps



Project No.:	P61247267
Date:	Aug 2024
Drawn By:	AST
Reviewed By:	ABA


 6952 S High Tech Dr, Ste B
 Midvale, UT
 PH. 801-545-8500 terracon.com

Site Diagram
 Magna Water District
 8979 West 3500 South
 Magna, Utah

Exhibit

1

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**Table 1 - Sampling and Analytical Program
UPRR Parcel - Magna Water District
8979 West 3500 South
Magna, Salt Lake County, Utah**

Type and Designation ¹	Location/Assessment Purpose	Advancement Method	Estimated Depth (feet) ²	Number of Soil Analytical Samples ³	Soil Analytical ⁴
TP1	Assessment of potential environmental impacts within the former pond area	Excavator or backhoe	6	3 Soil intervals include: 0-1', 1'-3', 3'-5'	Total As and Pb, VOCs, PAHs, TRPH
TP2, TP5, TP8, TP9	Assessment of potential environmental impacts within the former Bingham/Magna Ditch alignment	Excavator or backhoe	6	6 Soil intervals include: 0-1', 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total As and Pb
TP3	Assessment of potential environmental impacts within the potential former railroad feature	Excavator or backhoe	6	6 Soil intervals include: 0-1', 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total As and Pb
TP4	Assessment of potential environmental impacts within the historical stockpile location	Excavator or backhoe	6	6 Soil intervals include: 0-1', 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total As and Pb
TP6	Assessment of potential environmental impacts within the former railroad spur alignment	Excavator or backhoe	6	6 Soil intervals include: 0-1', 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total As and Pb
TP6	Assessment of potential environmental impacts within the former railroad spur alignment	Excavator or backhoe	6	1 Most impacted sample based on PID readings and field staining observations	VOCs, TRPH, PAHs
TP7	Assessment of potential environmental impacts within the former railroad spur alignment	Excavator or backhoe	6	1 Soil interval from 0-1'	Total As and Pb, Herbicides, Pesticides
TP7	Assessment of potential environmental impacts within the former railroad spur alignment	Excavator or backhoe	6	5 Soil intervals include: 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total As and Pb
TP7	Assessment of potential environmental impacts within the former railroad spur alignment	Excavator or backhoe	6	1 Most impacted sample based on PID readings and field staining observations	VOCs, TRPH, PAHs

Notes:

¹Type and Designation: TP—Test Pit

²Proposed maximum depth based on current knowledge of site conditions. Depths may be modified based on observed impacts. If additional depth is necessary, the Client will be notified to discuss options and associated costs.

³Number of unsaturated zone soil samples to be submitted for analytical testing. Samples will be assigned based on photoionization detector (PID) readings, X-ray fluorescence readings, field observations, and/or professional judgement considering the type of chemical, nature and

⁴Analytical Methods:

Herbicides by EPA Method 8151

PAHs: Polycyclic Aromatic Hydrocarbons by EPA Method 8270 SIM

Pesticides by EPA Method 8081

Total As and Pb: Total Arsenic, and Lead by EPA Method 6010/7471

TRPH: Total Recoverable Petroleum Hydrocarbons by EPA Method 1664

VOCs: Volatile Organic Compounds EPA Method 8260



SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 07/18/2024) is between Magna Water District ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will conduct a Limited Site Investigation, including nine test pits on a vacant lot owned by Union Pacific Railroad Company, as detailed in Terracon's Proposal No. P61247267, dated August 15, 2024.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Lump sum fee of \$21,950, as detailed in Terracon's Proposal No. P61247267, dated August 15, 2024.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: Amy Austin Date: **8/15/2024**
Name/Title: **Amy Austin / Department Manager,
Environmental Services**
Address: **6952 S High Tech Dr, Ste B
Midvale, UT 84047-3772**
Phone: **(801) 545-8500** Fax: **(801) 545-8600**
Email: **Amy.Austin@terracon.com**

Client: **Magna Water District**
By: _____ Date: _____
Name/Title: **Clint Dilley / General Manager**
Address: **8885 West 3500 South
Magna, UT 84044**
Phone: **(801) 250-2118** Fax: _____
Email: **clintd@magnawater.com**

TERRACON SUPPLEMENT



6952 South High Tech Drive, Suite B
Midvale, Utah 84047
P (801) 545-8500
Terracon.com

September 5, 2024

Magna Water District
8885 West 3500 South
Magna, Utah 84044

Attn: Mr. Trevor Andra
P: (801) 250-6279
trevor@magnawater.com

Re: Proposal for Supplemental Limited Site Investigation
Union Pacific Railroad Parcel
8979 West 3500 South
Magna, Utah
Terracon Proposal No. P61247288

Dear Mr. Andra:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the Magna Water District to conduct supplemental Limited Site Investigation (LSI) services at the above-referenced site. The purpose of this LSI is to conduct additional assessment of the recognized environmental conditions (RECs) and/or other areas of environmental concern identified in the Phase I Environmental Site Assessment (ESA—Report No. 61247210) prepared by Terracon for the Magna Water District to support the potential purchase of the property.

Scope of Services

(see Section 2.0 of attached Proposal Detail)

An LSI was previously conducted that included excavation of nine test pits/trenches. This supplemental investigation will include:

- Excavation and soil sampling of seven additional test pits/trenches within the anticipated location of the former alignment of the Bingham/Magna Ditch
- Collection of up to 23 composite surface soil samples from locations within the former railroad spur alignments
- Surficial sampling of 71 quarter-acre sections, in a grid across the site.

Refer to the attached Exhibit 1 for proposed investigation locations.



Schedule (see Section 3.0 of attached Proposal Detail)	The investigation will be scheduled upon the property owner's approval, your notice to proceed, and the availability of Terracon staff and the Magna Water District's excavation equipment and operator. Samples will be analyzed on a five-day turnaround time. The report will be delivered within approximately 15 business days following receipt of analytical results.
Compensation (see Section 3.0 of attached Proposal Detail)	Lump Sum Fee of \$120,600

If this proposal meets with your approval, please sign the attached Supplement to Agreement for Services, dated September 5, 2024, between Terracon and Magna Water District, and return it to our office via e-mail to Ms. Jill Hernandez at jill.hernandez@terracon.com for initiation of services. Initiation of services constitutes agreement and acceptance of the attached conditions as outlined unless otherwise agreed to in writing. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 30 days.

We appreciate the opportunity to provide our services and look forward to collaborating with you on this and future projects. In addition to investigation services, Terracon provides geotechnical, construction materials, and facilities testing and consulting services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon's services, please visit our website at www.terracon.com.

If there are any questions regarding this proposal or you would like to discuss the proposed Scope of Services, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.

Jill Hernandez, P.E.
Senior Project Manager

Craig D. Eaton
Authorized Project Reviewer

- Attachments: Proposal Detail
Exhibit 1 Site Diagram
Table 1 Sampling and Analytical Program
Supplement to Agreement for Services

1.0 Project Information

The property is a 17.96-acre tract of vacant land (Salt Lake County Parcel ID 14-31-200-005-0000) located at the southwest corner of 3500 South and Copper Bend Road in Magna, Utah (hereinafter, referred to as the site). The Union Pacific Railroad Company (UPRR) currently owns the site.

2.0 Scope of Services

At your request, the proposed Scope of Services was developed in response to the request from UPRR and results of Terracon’s recent Phase I Environmental Site Assessment (ESA—Report No. 61247210) that is currently being prepared by Terracon that identified the following recognized environmental conditions (RECs) and/or areas of environmental concern.

REC/Area of Environmental Concern	Description
Bingham/Magna Ditch	The Bingham/Magna Ditch, formerly located in the east portion of the site, was used by Utah Copper Corporation in the 1930s to transport mine-impacted wastewater from the Bingham Mine to the Salt Lake Canal in Magna. The ditch was filled with topsoil by 1940. Arsenic impacts associated with mining operations have been reported in soil within the ditch.
Former Railroad Operations	Railroad spurs were formerly located in the central portion of the site and the site is located to the west of an active railroad line. Mining slag with elevated concentrations of heavy metals has historically been used as railroad ballast within the area.
Historical Mining Impacts	The site is bound to the east, north and west by Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Operable Units, which were impacted with lead and arsenic.

2.1. Background Information

Terracon excavated nine test pits/trenches in the anticipated locations of the former Bingham/Magna Ditch alignment, the former railroad spur alignments, the former potential

detention ponds, historical/current stockpile locations, and where a rectangular feature was observed adjacent to the northernmost historical railroad spur on August 26-27, 2024. Yellow staining indicative of metal-impacted soil was observed in some of the excavations. Subsurface lithology generally consisted of sand with silt, gravel, and cobbles, which created difficult excavation conditions in many of the test pit locations. Analytical results have not been received yet for the initial investigation.

We understand that UPRR has requested additional investigation activities to further assess potential impacts in accordance with typical Utah Department of Environmental Quality (UDEQ)-requested investigation scopes with historical mining and railroad impacts. Based on information provided by Ms. Mazie Cox, UDEQ's Project Manager for the Kennecott CERCLA facilities, during a telephone conversation with Ms. Jill Hernandez on September 3, 2024, investigation scopes are approved on a site-specific basis; however, samples are generally requested as follows:

- One excavation every 50 to 150 feet along the Bingham/Magna Ditch for collection of soil samples at 1-foot depth intervals from the ground surface (bgs) to approximately 6 feet below the ground surface;
- One composite sample for every 50 feet along the two historical railroad alignments; and
- Grid the site into quarter acre sections, then collect five X-ray Fluorescence meter (XRF) readings and aliquots per quarter acre. The quarter acre aliquots will be further composited into one soil sample per acre for laboratory analysis/

It should be noted that UDEQ requires Site Characterization Plans to be submitted for approval prior to conducting the investigation if a regulatory approval of the site characterization results is required. It is our understanding that Magna Water District would like to proceed without advance regulatory approval. The potential exists that UDEQ may not accept the results of investigations conducted without their oversight or may require additional investigation. Analytical results have not been received for the previous investigation activities; however, it is possible that adjustments to the Scope of Services may be appropriate based on the preliminary investigation results.

2.2. Objectives

The objective of the proposed LSI is to conduct supplemental investigation activities at the site to assess the presence or absence of constituents of concern commonly associated with the identified RECs / areas of environmental concern at concentrations above laboratory reporting limits in the on-site soil, if encountered.

2.3. Field Exploration, Sampling and Laboratory Analytical Program

Three sampling strategies will be used for this supplemental LSI.

- Seven additional test pits will be excavated to approximately 6 feet bgs along the anticipated location of the Bingham/Magna Ditch alignment for collection of soil samples from six 1-foot depth intervals.
- Composite surface soil samples will be collected for each 50-foot section of the railroad spur alignments comprised of 5 aliquots collected every 10 feet along the alignments.
- The site will be subdivided into approximately 71 quarter-acre grids. Surface soils will be screened from 5 locations within each quarter-acre grid and aliquots of soil will be collected from each location. The aliquots collected from four grids will be composited as a single composite surface soil sample per acre of the site.

The soil sampling locations were based upon general recommendations for typical Kennecott North and South Zone requirements at properties to be developed for residential use, as provided by Ms. Mazie Cox, UDEQ's Project Manager for the Kennecott CERCLA facilities. The quarter-acre grids represent a typical residential property size.

Refer to the attached **Exhibit 1** for the proposed test pit and surficial soil sample locations. The proposed sampling locations may be modified in the field to account for utility clearance, access limitations, and/or site conditions. Magna Water District will be notified of significant modifications to the sampling locations.

Based on the identified RECs, shallow soil impacts are potentially present at the site. Groundwater is estimated to be greater than 30 feet below the ground surface; therefore, this investigation will not include groundwater sample collection.

The sampling and analytical program, including the number and types of samples and laboratory analyses, is detailed in the attached **Table 1**. Soil samples will be field screened with an XRF. Investigation and sample collection procedures will be conducted in accordance with local industry standard practices. Non-expendable sampling equipment will be cleaned between sample collection intervals using a detergent/potable water solution wash and potable water rinse. Excavated soil will be returned to the excavation from where it originated. No additional site restoration is proposed in this Scope of Services. Investigative-derived waste is not anticipated to be generated for characterization or disposal.

We have assumed that Magna Water District will submit the proposed additional Scope of Services to UPRR for approval and will provide notification at least two business days (48 hours) in advance of the commencement of the field investigation.

2.4. Site Access, Safety, Subsurface Utilities, and Traffic Control

2.3.1 Site Access

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, and in accordance with the information provided during our telephone conversation on August 13, 2024, we will consider your notice to proceed as authorization to access the property for conducting field exploration in accordance with this Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Magna Water District shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Scope of Services and will execute any necessary site access agreement.

Terracon will conduct on-site field services during approximate business hours (Monday through Friday between 7:00am and 7:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

2.3.2 Safety

Terracon is committed to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety goals, Terracon will conduct the fieldwork under a site-specific health and safety plan. The plan will identify site-specific job hazards and proper pre-task planning and mitigation procedures.

Magna Water District will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions).

Field services will be performed in United States Environmental Protection Agency (EPA) Level D attire. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Magna Water District employees, contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so to reduce the risk of exposure to unsafe site conditions. Magna Water District agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

2.3.3 Subsurface Utilities

Exploration efforts require excavations into the subsurface; therefore, Terracon will comply with local regulations to request a utility location for the site through the state of Utah's utility locating service. Terracon will consult with the landowner/client regarding potential

utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Terracon will submit a Call Before You Dig ticket to UPRR via their online portal at least two business days (48 hours) in advance of the commencement of the proposed field investigation.

Terracon also proposes to subcontract with a private utility locating service. In accordance with your request, private utility locating will only be conducted where the test pits are proposed along the Bingham/Magna Ditch and will not be conducted in the surficial (0 to 6-inch) soil sampling locations. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service does not relieve the landowner/client of their responsibilities in identifying private underground utilities.

2.3.4 Traffic Control

Given the fact that the test pits will be advanced within the property boundaries, traffic control will primarily consist of the use of traffic cones deployed around soil boring advancement equipment, as necessary. In addition, Terracon personnel will employ approved spotting techniques during equipment mobilization and movement within the site.

2.5. Data Evaluation and Project Delivery

Following the completion of field exploration activities and receipt, the data will be analyzed with respect to the proposed use of the property, as indicated by Magna Water District. The results of the field observations and data analysis review will be discussed with Magna Water District.

A report including the previous, initial investigation results and the results of this supplemental LSI will be prepared for the property and will include the following:

- Executive Summary which includes Findings, Conclusions and Recommendations related to the project
- Documentation of field activities
- Site plan showing pertinent site features
- Analytical laboratory results presented in table format compared to applicable regulatory program published criteria, as appropriate
- Analytical laboratory report



The final written report will reflect results, findings, and recommendations, and, as such, will take precedence over any verbal reports that Terracon personnel may provide. The analysis, comments and recommendations presented in the final written report will be based on the information collected as discussed in this proposal.

If soil or other environmental releases are discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations.

3.0 Project Schedule and Compensation

The excavation activities will be scheduled upon your notice to proceed and the availability of Terracon staff and the Magna Water District's backhoe and operator. The actual project schedule will be based on UPRR's approval, and the availability of excavation equipment and other subcontractors, as applicable. Five-day laboratory turnaround time will be requested, but based on the volume of samples and analyses, that schedule may not be feasible.

We will notify you of the preliminary results after they are reviewed. The report will be delivered within approximately 15 business days following receipt of analytical results. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, Magna Water District will be contacted to discuss changes in the schedule.

Terracon's cost estimate is based on the level of soil compaction at the site, number of screening /sample locations (i.e., 477), and our discussions with Magna's equipment operator, who estimated two 10-hour days to mark the excavation locations and eight 10-hour days to complete the excavations. Based on the volume of XRF field-screened samples and samples to be collected for laboratory analyses, at least two Terracon staff will be on-site to lesson excavation equipment delays between sampling locations while performing the screening and sampling. If the scope of work takes significantly longer, or can be completed in significantly less time, we will contact you to discuss the impacts on the project costs.

The Scope of Services outlined in this proposal will be conducted for a **lump sum fee of \$120,600**, as detailed below.

Labor	\$49,600
Analytical ^(a)	\$63,000
Private Utility Locator ^(a)	\$3,900
Terracon XRF Rental and Sampling Supplies	\$4,100
<u>Backhoe and operator ^(b)</u>	<u>\$0</u>
Total Estimated Costs	\$120,600

(a) Subcontracted services include a 15% markup.



- (b) Costs for the excavator and operator are provided by, and to be paid directly by, Magna Water District.

If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained from Magna Water District prior to commencement of additional services outside the scope of this proposal.

4.0 Standard of Care, Assumptions, Additional Scope Limitations, and Reliance

4.1. Standard of Care

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, expressed or implied, regarding the findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the Scope of Services agreed with Magna Water District, our client, as reflected in our proposal and were not intended to be in strict conformance with ASTM E1903-19.

If impacted soil is discovered during the LSI, the owner, operator, or similar responsible party may have release reporting obligations under applicable state law or regulations. The Scope of Services and estimated fee were based on the assumptions and limitations noted below.

4.2. Assumptions

- **Site Access:** Magna Water District will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the Scope of Services. Magna Water District will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.). We assume the site is readily accessible by 2-wheel-drive truck, track hoe, and mini-excavator.
- **Extent of Contamination:** In performing any site assessment, a reasonable balance is sought between a cursory inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern to reduce the uncertainty about unknown conditions. While the investigation described above is designed to identify significant environmental liabilities, it may not detect all impacts to the site. Furthermore,

as it is a Limited Site Investigation, it is not designed to determine the extent of impacts, or to generate costs for remedial action.

- **Sampling Conditions:** Since this is a preliminary investigation and limited information is available onsite conditions from the initial LSI, this proposal assumes that the backhoe being provided by Magna Water District can complete the excavations proposed. If difficult sampling conditions are encountered, you will be notified as soon as it appears that costs will exceed this estimate.
- **Bingham/Magna Ditch Location:** The location of the Bingham/Magna Ditch is not marked and has been estimated based on historical aerial photographs and site maps generated by others in regulatory files reviewed. Excavation locations have been selected based on our understanding of the approximate location of the former ditch. If the ditch is not obvious, excavation may need to be extended until the ditch is found, at additional cost. We understand we have permission to extend the excavation into the unpaved road on the east side of the site. If this is not correct, let us know before fieldwork starts. This proposal does not include site restoration other than returning soils to the excavations.
- **Utility Clearance:** While Terracon will use the public utility locator, the UPRR Call Before You Dig Portal, and a private locator for this investigation, some utilities are unlocatable. The Client is responsible for identifying all underground utilities not locatable using the above services. These include but are not limited to all private utility lines, PVC lines, clay lines, non-energized electrical lines, and fiber optic lines. Terracon will not be responsible for damage to unmarked or undocumented utilities not identified by these efforts.
- **Investigation-derived Wastes:** For the purpose of the proposal we have assumed that none of the wastes are hazardous wastes and may appropriately be left on site or placed in the municipal waste stream, as per EPA guidance. Terracon is not responsible for the management and disposal of investigation-derived waste, if any, that may require special handling or disposal due to the presence of hazardous substances. The soil will be backfilled into the excavations. No additional site restoration is included in our Scope of Services. We have assumed that additional site restoration will be conducted by Magna Water District, if required by UPRR.
- **Personal Protective Equipment:** Field services will be performed in EPA Level D attire. Magna Water District will be responsible for additional costs should an upgrade to personal protective equipment be required due to conditions encountered at site.
- **Work Schedule:** On-site services can be performed during Monday through Friday, 7:00 am to 7:00 pm. We understand that the Magna Water District works four, 10-hour days, which could limit the amount of fieldwork that can be completed in a week and extend the time it takes to get analytical results. We have assumed the excavations and sampling can be conducted in ten, 10-hour days, in accordance with our discussion with the Magna equipment operator.
- Traffic control services are not required beyond what is stated under Section 2.4.
- Information regarding the proposed schedule and scope will be provided to Magna Water District to be submitted to UPRR for approval. Magna Water District will provide notice to

UPRR at least two business days (48 hours) in advance of the field investigation commencement.

- Vegetation grubbing and snow removal, if required, are not included.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change.

4.3. Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this Scope of Services; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, nondetectable, or not present during these services. We cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this LSI.

Subsurface conditions may vary from those encountered at excavations or during other surveys, tests, assessments, investigations, or exploratory services. The data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

4.4. Reliance

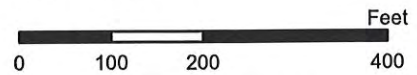
This report has been prepared for the exclusive use of Magna Water District and any authorization for use or reliance by any other party (except Union Pacific Railroad Company and a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of Magna Water District and Terracon. Any unauthorized distribution or reuse is at Magna Water District's sole risk. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, LSI report, and Terracon's Agreement for Services. The limitation of liability defined in the terms and conditions is the aggregate limit of Terracon's liability to Magna Water District and all relying parties unless otherwise agreed in writing. Reliance is subject to an additional fee per Relying Party. Terracon will contact Magna Water District to discuss the fee if additional parties require Reliance.



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- ◆ Soil Sample Location
- Stockpile Sample
- Test Pit
- Proposed Ditch Sample (TP10-TP16)
- ★ Proposed Railroad Sample (SS17-SS36)
- Bingham/Magna Ditch
- Historical Railroad
- Potential Historical Railroad Feature
- Former Retention Pond
- Approximate Historical Stockpile Location
- Quarter Acre Parcels (SS37-SS107)
- Site Boundary

DATA SOURCES:
ESRI - Basemaps



Project No.:
61247267

Date:
Sep 2024

Drawn By:
AST

Reviewed By:
ABA



6952 S High Tech Dr, Ste B
Midvale, UT

PH. 801-545-8500 terracon.com

Site Diagram

Magna Water District
8979 West 3500 South
Magna, Utah

Exhibit

1



Table 1 - Sampling and Analytical Program
 UPRR Parcel - Magna Water District
 8979 West 3500 South
 Magna, Salt Lake County, Utah

Type and Designation ¹	Location/Assessment Purpose	Advancement Method	Estimated Depth (feet) ²	Number of Soil Analytical Samples ³	Soil Analytical ⁴
TP10 - TP16	Assessment of potential soil impacts within the former Bingham/Magna Ditch	Backhoe	6	7 locations (at least 1 excavation per 150 linear feet), with up to 6 samples at each location Soil intervals include: 0-1', 1'-2', 2'-3', 3'-4', 4'-5', 5'-6'	Total RCRA-8 Metals, VOCs, SVOCs, TPH-GRO, TPH-DRO, and, TRPH
SS17 - SS36	Assessment of potential surface soil impacts within the former railroad spur alignments	Backhoe or Mini-excavator	0.5	42 total samples 1 composite sample consisting of 5 aliquots at 10-linear-foot intervals per 50 linear feet from soil 0-6" deep 23 total composite samples	Total RCRA-8 Metals, VOCs, SVOCs, TPH-GRO, TPH-DRO, and, TRPH
SS37 - SS107	Assessment of potential surficial soil impacts from airborne smelter emissions, flooding from the Bingham/Magna Ditch, or other impacts from industrial operations in the area	Backhoe, Mini-excavator, or Hand Tools, as Possible	0.5	XRF and collect sample aliquots from 5 locations per quarter acre from soil 0-6" deep Composite 1 sample including 20 aliquots per acre (i.e., four quarter-acre areas combined) 18 total composite samples	Total RCRA-8 Metals, VOCs, SVOCs, TPH-GRO, TPH-DRO, and, TRPH

Notes:

¹Type and Designation: TP - Proposed Test Pit Location, SS - Proposed Surficial Soil Sample Location

²Proposed maximum depth based on current knowledge of site conditions. Depths may be modified based on observed impacts. If a significant alteration of the depth is necessary, the Client will be notified to discuss options and associated costs.

³Number of unsaturated zone soil samples to be submitted for analytical testing. Samples will be assigned based on X-ray fluorescence readings, field observations, and/or professional judgement considering the type of analysis, nature and depth of source, and chemical fate and transport characteristics.

⁴Analytical Methods:

SVOCs: Semi-volatile Organic Compounds EPA Method 8270

Total RCRA-8 Metals: Total Resource Conservation and Recovery Act Metals by EPA Methods 6010 and 7471 (mercury only)

TPH-DRO: Total Petroleum Hydrocarbons—Diesel Range Organics by EPA Method 8015

TPH-GRO: Total Petroleum Hydrocarbons—Gasoline Range Organics by EPA Method 8015

TRPH: Total Recoverable Petroleum Hydrocarbons by EPA Method 1664 or 9071

VOCs: Volatile Organic Compounds EPA Method 8260



SUPPLEMENT TO AGREEMENT FOR SERVICES

**CHANGE TO
SCOPE OF SERVICES AND FEES**

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1. Scope of Services. The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Terracon will conduct a supplemental Limited Site Investigation, including seven test pits and 94 surficial soil sampling locations, as detailed in Terracon's Proposal No. P61247288, dated September 5, 2024.

2. Compensation. Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Lump sum fee of \$120,600, as detailed in Terracon's Proposal No. P61247288, dated September 5, 2024.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**
By: *Craig D. Eaton* Date: **9/5/2024**
Name/Title: **Craig D. Eaton / Senior Environmental Scientist**
Address: **6952 S High Tech Dr, Ste B**
Midvale, UT 84047-3772
Phone: **(801) 545-8500** Fax: **(801) 545-8600**
Email: **Craig.Eaton@Terracon.com**

Client: **Magna Water District**
By: _____ Date: _____
Name/Title: **Clint Dilley / General Manager**
Address: **8885 West 3500 South**
Magna, UT 84044
Phone: **(801) 250-2118** Fax: _____
Email: **clintd@magnawater.com**

EDR STACKS

	Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893	<h1>Quotation</h1>
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Quote Date	Quotation Exp. Date	Veolia WTS Quote
09AUG2024	06SEP2024	20630141
Sales org.	Sales Representative / Contact	Reference
B701	Jason Diamond	

Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES	Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES
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Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES	Payment terms Net 30 Days from Date of Receipt of Invoice
	Inco terms FCA Guelph, ON

Currency: U.S. Dollar	Freight: Freight PrePaid and Add
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SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
10	3207979 EDR-STACK,MK4,750C,1/1,204T/67T,MTL,CL-L					
	4 EA	4	EA	69,830.00	EA	279,320.00
	Quantity Discount			5.00	%	- 13,966.00
20	3207980 EDR-STACK,MK4,750C,1/1,204T/67T,MTL,CL-R					
	4 EA	4	EA	69,830.00	EA	279,320.00
	Quantity Discount			5.00	%	- 13,966.00
***** REQUEST FOR QUOTATION: Prepared By: Ernie Russell Veolia Commercial Operations, ZeeWeed Products PLEASE REFERENCE THIS QUOTATION NUMBER with your order to ensure correct pricing and on-time delivery. Please notify the contact above if changes to this quotation are needed. PLEASE PROVIDE REQUESTED DELIVERY DATE with your order. AVAILABILITY / LEAD TIME:						

		Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893			<h1>Quotation</h1>		
Quote Date		Quotation Exp. Date			Veolia WTS Quote		
09AUG2024		06SEP2024			20630141		
Sales org.		Sales Representative / Contact			Reference		
B701		Jason Diamond					
Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES				Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES			
Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES				Payment terms			
				Net 30 Days from Date of Receipt of Invoice			
				Inco terms			
				FCA Guelph, ON			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	<p>At the time of this quotation, there is no available product in inventory. Estimated lead time is TBD, and exclusive of freight transit time.</p> <p>Availability is subject to change.</p> <p>ORDER PLACEMENT / ORDER STATUS: Please send your Purchase Order to:</p> <p>VEOLIA North America Customer Care Contacts: Tel: 1-866-439-2837 (Select Option 2) Email: csc.equipmentorders.wts@Veolia.com</p> <p>*Note: Minimum Order Value is \$100.00 *Note: please follow the PO guidelines in the covering email of this quote</p> <p>SHIPPING POINT: Guelph, ON Canada L6M 4B2</p> <p>PAYMENT: VEOLIA prefers to receive payment by wire transfer and will also accept payment by courier check/cheque.</p> <p>Wire transfer information for "legal entity" send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com</p> <p>Deutsche Bank Trust Company Americas 60 Wall St New York, NY 10005 USA Account Number: 50272952 SWIFT Code: BKTRUS33</p>						

	Veolia WTS Solutions USA, Inc. 5951 CLEARWATER DR. MINNETONKA MN 55343-8995 UNITED STATES FOR ORDER PLACEMENT / CUSTOMER CARE PHONE: 1-866-439-2837 FAX: 866-891-4893	<h1 style="margin: 0;">Quotation</h1>
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Sold to : 1000100188 MAGNA WATER DISTRICT 8885 WEST 3500 SOUTH MAGNA UT 84044-3802 UNITED STATES	Ship to : 4000116260 MAGNA WATER COMPANY 6750 WEST 2820 SOUTH WEST VALLEY CITY UT 84128-1159 UNITED STATES
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Bill to : 0000444993 MAGNA WATER COMPANY ATTN : ACCOUNTS PAYABLE PO Box 303 MAGNA UT 84044-0303 UNITED STATES	Payment terms Net 30 Days from Date of Receipt of Invoice
	Inco terms FCA Guelph, ON

Currency: U.S. Dollar	Freight: Freight PrePaid and Add
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SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	ABA Routing Number: 021001033 TERMS: All sales are subject to Veolia's terms and conditions, contained within this quotation. Thank You! - We Appreciate Your Business! ***** VWTS would like to note that under the current exceptional circumstances across global supply chains and logistics networks, WTS may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. VWTS reserves the right to modify the schedule / contract accordingly. VWTS will promptly inform you of any changes which may impact the contract or the project. ***** Temperature # EDR stacks cannot be allowed to freeze or overheat and may require temperature-controlled freight and handling according to the season and the planned routing. The price of temperature control will be included within the firm quote on freight by Veolia.					

SALES DISCOUNT	USD	0.00
NET PRICE	USD	530,708.00
TOTAL AMOUNT		530,708.00

Veolia Water Technologies & Solutions Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms the parties agree to in writing, these Terms and Conditions of Sale from the exclusive terms ("Agreement") where by Buyer agrees to purchase, and sell Goods and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Notwithstanding any provisions communicated in any way by Buyer to Seller prior to this Agreement including any terms contained in any request for quote by Buyer, Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and process, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities.
3. **Delivery.** Title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, except as provided for in section 8 of this Agreement, shall pass to Buyer upon delivery to carrier at designated shipping point. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller may decline to make deliveries except on receipt of satisfactory security. The prices quoted herein do not include taxes. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale of delivery of any products or services furnished hereunder. Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities if applicable. For multi-year agreements, pricing stated shall remain firm for 12 months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Unless otherwise specified, all prices are FOB point of shipment. Buyer agrees to reimburse Seller for collection costs, including 2% interest per month, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** Buyer shall bear all risk of loss and damage to all consigned Goods in Buyer's possession or control, notwithstanding Buyer's exercise of reasonable care. Seller shall have the right to enter Buyer's premises at all reasonable times to inspect such Goods and related records. Upon request, Buyer agrees to return such Goods to Seller pursuant to Seller's shipping instructions.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to published specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or 6 months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, 12 months from their date of delivery; (c) for Goods other than Chemicals and Consumables, the earlier of, 15 months from receipt, or 12 months from start-up/first use. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods or Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk and ownership of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance With Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operations of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all waste and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits)) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement.
10. **Force Majeure.** Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Agreement, provided no force majeure shall apply to Buyer's obligation to pay in a timely manner for Goods and Services. Scheduled delivery dates are subject to extension when a force majeure event occurs.
11. **Confidentiality and Intellectual Property.** Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Buyer shall be fully liable for any infringement of patent rights of third parties arising out of the products supplied hereunder where the construction, and other characteristics of such products including modification of the Goods and Services, is prescribed to the Seller, or completed independently by the Buyer or agent(s). Buyer shall fully defend and indemnify the seller in case of such claim(s). Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to buyer a limited, non-exclusive and terminable license to such software for the term of this Agreement. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Buyer shall defend and indemnify Seller in respect of any claim or liability suffered by Seller in connection with infringement of any third party rights based on design, specifications or requirements prescribed by Buyer or its agent.
12. **Limitation on Liability.** Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods Services shall not exceed the annual contract value of this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying Seller's Goods or Services to a third party, Buyer shall require the third party to agree to be bound by this clause. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this clause.
13. **Conflicts; Survival; Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Sellers, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. This Agreement may only be assigned by Seller to any affiliate.
14. **Termination and Cancellation.** This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made

against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers.

15. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this clause.

**NOLAND
CONST**



NOLAND & SON CONSTRUCTION

To: Magna Water District	Contact: Raymond Mondragon
Address: 2711 South 8600 West Magna, UT 84044	Phone: 801-250-2118
Project Name: 8400 West (UDOT) And 4100 South (SLCO)	Bid Number: 1
Project Location: 8400 West And 4100 South, Magna, UTAH	Bid Date: 8/12/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	\$5,810.00	\$5,810.00
3	Traffic Control	3.00	DY	\$3,045.00	\$9,135.00
4	Find Existing Valve (Assumed To Be Buried Approximately 12' - 15' Deep)	12.00	HR	\$1,485.00	\$17,820.00
5	Select Backfill	60.00	TON	\$17.00	\$1,020.00
5	Flowfill Per UDOT Specifications	20.00	CY	\$345.00	\$6,900.00
6	Haul Away Native Trench Spoils	108.00	TON	\$16.00	\$1,728.00
7	Asphalt T-Patch Restoration	260.00	SF	\$40.00	\$10,400.00
8	2" Mill And Fill	1.00	LS	\$16,700.00	\$16,700.00

Total Bid Price: \$69,513.00

Notes:

- Exclusions:
 - 1) Engineering & Survey

Payment Terms:

This is an estimate only - billing will reflect actual quantities installed at unit prices quoted. Written proof of funding for the project must be provided prior to any work commencing.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Noland & Son Construction Co., Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kayleb Noland 801-875-1236 kayleb@nolandconstruction.com</p>
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SURPLUS

HAND PUNCH TIME CLOCK



3 - TOSHIBA LAPTOPS SILVER



1 - TOSHIBA LAPTOP BLACK



RECEIPT PRINTER



2 - Fire Hydrant



RMP

Revenue from Demand Response Participation: \$1,290,000

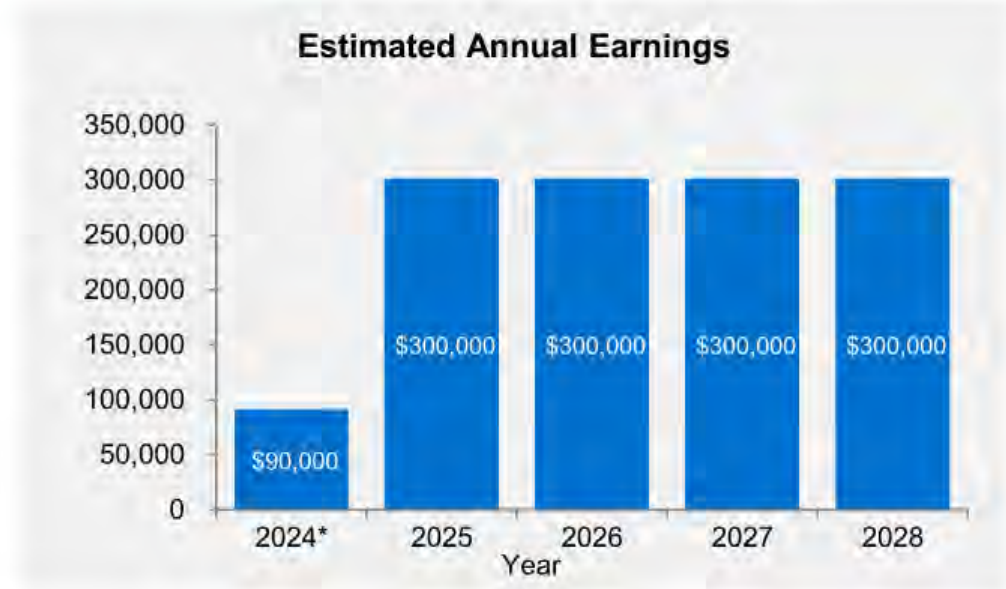
RMP Wattsmart Business Advanced Notice Dispatch Details

Zone: Utah

Term..... 5 Years
 Start Date..... 9/1/2024
 Notification Lead Time..... 7 minutes

Estimated Demand Response Revenue

Advanced Notice Dispatch Target Reduction 3,000 kW
 Annual Hours of Participation (of 8760 hrs) 8,760 hrs



Year	2024*	2025	2026	2027	2028
Program Payment Rate (\$/kW-yr)	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
Annual Incentive Payments	\$ 90,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000
Cumulative Incentive Payments	\$ 90,000	\$ 390,000	\$ 690,000	\$ 990,000	\$ 1,290,000

*Year 1 earnings may be prorated based on start date

RMP Demand Response Program

- RMP has only had 5 incidents in 2023 and 5 YTD in 2024
- On average each incident lasts 30 minutes.
- We currently cycle each generator for 30-60 min per week to ensure operability.
- We anticipate less than 15 incidents annually as peak power demands are isolated to summer months.
- Incidents occurring within a 7-day window will replace the maintenance cycle.

Cost Analysis

- The average Annual Fuel cost is approximately \$100K for all generators.
- Repairs cost roughly \$6000 every 2 years.
- The Annual O&M costs in the table reflects a conservative estimate if we maintained a weekly maintenance run and the number of RMP incidents increased over 5 years.
- The \$300,000 annual incentive from RMP would cover expenses from 50 hours of RMP incidents and our weekly maintenance cycle, leaving approximately \$93,300 remaining in incentive.

Year	MWD Average 21-23	2023	2024	*2025*	*2026*	*2027*	*2028*	*2029*	*2030*	MAX Non-Certified
Total Incident Hours	NA	2.6	1.7	7	9	11	12	13	15	40
Average Incident Duration (min)	NA	42	20	60	60	60	60	60	60	60
Total Number of Incidents	NA	5	5	7	9	11	12	13	15	40
Total generator run time (hr)	53.4	4.8	3.8	8.8	11.3	13.8	15.0	16.3	18.8	50.0
Total all generators running (hrs)	213.4	19.0	15.0	35.0	45.0	55.0	60.0	65.0	75.0	200.0
Cost to respond to 100% of Incidents	NA	\$9,500	\$7,500	\$17,500	\$22,500	\$27,500	\$30,000	\$32,500	\$37,500	\$100,000
O&M cost of Generators	\$106,700	\$116,200	\$114,200	\$124,200	\$129,200	\$134,200	\$136,700	\$139,200	\$144,200	\$206,700
Projected Profit	\$193,300	\$183,800	\$185,800	\$175,800	\$170,800	\$165,800	\$163,300	\$160,800	\$155,800	\$93,300

Onboarding Timeline

Enel X's Demand Response onboarding process is designed to be fast, cost-effective and scalable with an emphasis on customer satisfaction and support.



Execute Agreement

(Day 0)

Utility Upgrades Meters

(4-8 Weeks)

Install Equipment

(1 Week)

Validate Data

(1-2 Weeks)

Customer Conducts Test

(45 Minutes)

Ready To Respond

6-12 weeks

CONFERENCES

Society of Human Resource Management Conference September 23rd-25th
Utah Valley Convention Center
Provo, UT

Attendees: Andrew Sumsion

Cost- Registration \$581 Per Person

Total Registration \$581.00

Caselle Annual Summit October 14th-16th
Salt Palace Convention Center
Salt Lake City, UT

Attendees: Lesle Fitzgerald
Mandy Whitmore
Kim Cisneros
Tori Jensen
Ashley Wells

Cost- Registration \$357 Per Person

Total Registration \$1785.00

UASD Conference November 6th-8th
Davis Conference Center
Layton, UT

Attendees: Mick Sudbury, Wednesday
Jeff White, Wednesday
Danny Stuart, Wednesday
Clint Dilley
Lesle Fitzgerald
Steve Clark, Wednesday

Cost- Wednesday Session only \$125 Per Person

Full Registration \$285 Per Person

Total Registration \$1070.00

WEAU Midyear Conference November 6th
Utah Cultural Celebration Center
West Valley, UT

Attendees: Dallas Henline
Beau Lamper
Matt LeCheminant

Cost- Registration \$100 Per Person

Total Registration \$300.00

