



**MAGNA WATER DISTRICT AGENDA
FOR THE
REGULAR BOARD MEETING
AT 10:00 AM
THURSDAY SEPTEMBER 9, 2021**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

SEPTEMBER 9, 2021
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: September 9, 2021, 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 workshop held August 5, 2021
 - 2. Minutes of the regular board meeting held August 12, 2021.
 - 3. Minutes of the special board meeting held August 30, 2021.
 - 4. Expenses for August 9 to September 1, 2021:
 - General expenses: \$1,577,882.53
 - Project expenses paid by bond proceeds: \$19,119.00
 - Zions Bank bond payments: \$83,575.62
- G. Discussion and possible motion to approve LIHWAP funding agreement with Utah Department of Workforce Services (DWS).

- H. Discussion and possible motion to approve Dominion Energy Restrictive Covenants and Financial Compensation Agreement for WWTP property.
- I. Discussion and possible motion to approve payment of 2021 UASD membership dues in the amount of \$9,761.
- J. Discussion and possible motion to appoint Clint Dilley as the Member and Mick Sudbury as the Alternate Member to the UASD Board of Representatives.
- K. Discussion and possible motion to purchase a 2021 Wells Cargo 12' enclosed trailer in the amount of \$6,399.
- L. Discussion and possible motion to approve Stantec/Bowen Collins & Associates task order for WWTP Influent Project Phase 1 in the amount of \$70,000.
- M. Discussion and possible motion to schedule a workshop to continue to review possible updates to the District's Administrative Rules & Regulations.
- N. Review and discussion of the Draft Leak Response Plan Memo.
- O. Discussion and possible motion to approve water and wastewater conference attendance for WEFTEC, UASD Fall Conference, and UGOFA Conference for operator certifications, continuing education unit credits & professional development hours.
- P. Discussion and possible motion to approve Hansen Allen and Luce task order for Well Evaluation and Rehabilitation Services in the amount of \$20,000.
- Q. Update and discussion on the District's COVID-19 procedures.

- R. Discussion on public notification of cross-control connections.
- S. Discussion and possible motion to approve water availability to Kilgore Batch Plant located at 7057 W 2100 S.
- T. Discussion and possible motion to approve water and sewer availability to Whitaker Construction Office located at 7581 W 2100 S.
- U. Update on Trustee Election, November 2, 2021.
- V. Report & Discussion from General Manager.
- W. Discussion on District's actual vs budget status as of July 31, 2021.
- X. Engineering projects update.
- Y. Water Distribution /Production.
 - 1. Status of Haynes Well #2
 - 2. Water production report.
 - 3. Call out report.
- Z. WWTP Operation/Collection System.
 - 1. Status of sewer system.
 - 2. Call out report.
- Aa. Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the sale or purchase of real property pursuant to Utah Code Ann. §§ 52-4-204 through 205.

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

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

Ad. Adjourn.

MEETING MINUTES

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

A special meeting of the Board of Trustees of the Magna Water District was held Monday, August 30, 2021, at 10:30 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Trustees Present:

Mick Sudbury, Chairman
Jeff White, excused
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, Controller
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager, excused

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC

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

Public, Board, Staff join in the Pledge of Allegiance.

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

Public Comment: None

Discussion and possible motion to approve easement purchase from Deena and William Ely in the amount of \$9,748 for the 2019 Secondary Waterline Project: Trevor presented the easement agreement to the Board. A piece of property in which an easement is needed to run the secondary water line through. A motion was made by Dan Stewart, seconded by Mick Sudbury, to approve the purchase of the easement for \$9,748, located at 7602 West 2820 South, Magna, UT 84044. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Adjourn: Having no further business to discuss, a motion was made by Dan Stewart, seconded by Mick Sudbury, to adjourn the meeting at 10:20 am. The motion was approved as follows: Dan Stewart, yea, and Mick Sudbury, yea.

Attest

Chairperson

**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 12, 2021, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Trustees Present:

Mick Sudbury, Chairman
Jeff White, excused
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, Excused
Mandy Whitmore, Accountant
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Don Olsen, Epic Engineering
Randy Zollinger, Carollo Engineers
Dwight Slaugh, US Bureau of Reclamation
Clint Rogers, Stantec
Nathan Clifton, US Bureau of Reclamation
Brandi Worthington, US Bureau of Reclamation
Jeff Beckman, Bowen Collins & Associates
Dan Peay, Magna Metro Township
Rick Nuesmeyer, Magna Resident
Sharon Nicholes, Magna Resident
Name not Given, Resident from Swan Lake Cir

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

Public, Board, Staff join in the Pledge of Allegiance.

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

Public Comment: None.

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

Approval of Common Consent Items:

Minutes of the regular board meeting held July 8, 2021.

Expenses for July 1 to August 8, 2021:

General Expenses: \$652,779.91

Project expenses paid by bond proceeds: \$32,169.50

Zions Bank bond payments: \$167,151.24

A motion was made by Mick Sudbury to approve the minutes of the regular meeting held July 8, 2021. The motion was seconded by Dan Stewart and approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

A motion was made by Mick Sudbury for the approval of the general expenses, project expenses paid by bond proceeds, and the Zions Bank bond payment from July 1 to August 8, 2021, in the amount of \$652,779.91, \$32,169.50, and \$167,151.24, respectively. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Announcement of \$4.9 million grant award to the District from the US Bureau of Reclamation for water reuse project: Clint Dille stated the District has been applying and searching for funding for the WWTP for several years. One of the unique Districts who supply most of our own drinking water and own the rights to the water. We also operate a wastewater system that treats the wastewater, and we have a secondary system, and have a place to use the effluent treated wastewater. Originally the District was working with Senators to obtain congressional appropriations, since then it has been done away with. The Bureau of reclamation told the District about another program the District should apply for. From those applications, the District was finally successful in obtaining money from Title XVI.

Trevor informed the District received a letter late in 2020 awarding the District \$4,925,000. The District then started the paperwork to receive the funding. The process is nearly complete. Trevor introduced the individuals representing the Bureau.

Dwight Slaugh, Nathan Clifton, and Brandi Worthington, all with the Bureau. Brandi being the Title XVI coordinator for the region, Dwight being the point of contact on the projects. Dwight is the grants officer technical representative once the agreement is in place, to work closely with Clint and Trevor to track the budget and schedule, ensuring the terms and conditions of the agreement are met.

Update on water reuse plan by staff and consultant team: Trevor indicated the District has been working close with Bowen Collins and Stantec on the water reuse plan. Jeff Beckman with Bowen Collins is the project manager on the plan, working close with Clint Rogers with Stantec. Reuse has been on the District's radar for many years.

The plan adds additional secondary water into the system to backup the canal and shallow well water, but in the future, there is going to be a need for additional culinary water, and as more secondary water is used, less demand will be on the culinary water. Another positive thing about the reuse water is the ease of meeting regulatory requirements regarding phosphorus and

nitrogen levels at the wastewater plant. Nitrogen and phosphorus are detrimental to the Salt Lake but is a great source of nutrients for watering grass and other plants.

This project was to develop a concept plan and take it to the next level to submit a report to the State to get permission to continue with planning, design, and construction. The project cost estimate is \$12.0M. Receiving \$4.9 from the Bureau will help fund the project. The District is still looking at additional funding sources to assist with the project.

There is an informational flyer that will be inserted into the monthly billings that are going to go out September 2021 regarding this plan, and additional flyers will be sent out in the future as the project progresses. The District plans on holding open houses to educate the public and allow for questions.

By January 1, 2025, the phosphorus requirement must be met by the wastewater treatment plant, part of the plan to meet the phosphorus requirement is to have this reuse facility up and online.

Update on adverse possession of George Flores property (Athens Subdivision Lots 14 & 15, Block 4) at the WWTP: Nathan Bracken informed the Board the adverse position claim will be filed with an affidavit from David Hartvigsen that will transfer the property to Magna Water District's name. There were no concerns or questions from the Board.

Discussion and possible motion to award 2021 Steel Tanks and Secondary Clarifiers Painting and Repairs to Golden West in the amount of \$569,100: Trevor introduced the bid results of the 2021 Steel tanks and secondary clarifiers painting and repairs project. Three bids were received, of which Golden West is the lowest in the amount of \$569,100. Staff and Engineers recommend awarding the project to Golden West. A motion was made by Mick Sudbury, seconded by Dan Stewart, to award the 2021 Steel Tanks and Secondary Clarifiers Painting and Repairs project to Golden West in the amount of \$569,100. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Discussion and possible motion to approve Amendment A to Epic Engineering task order 2021-5, 2021 Steel Tank Painting, increasing the amount by \$6,300: Trevor indicated this amendment is to go along with the above project. The original task order included the water tanks only and the secondary clarifiers were added after. This amendment is for the clarifiers. A motion was made by Mick Sudbury, seconded by Dan Stewart to approve amendment A an increase of \$6,300. The motion was approved as follows: Mick Sudbury, yea, and Dan Stewart, yea.

Discussion and possible motion for the purchase of an emergency drinking water storage tank in the amount of \$5,941: Raymond indicated as part of the District's risk and resilience plan, staff has researched a mobile water source in case of a boil order, or a water shut off for some reason where customers could fill up jugs of water if needed and found a water storage tank. A motion was made by Mick Sudbury, seconded by Dan Stewart, to approve the purchase of the emergency drinking water storage tank in the amount of \$5,941. The motion was approved as follows: Mick Sudbury, yea, and Dan Stewart, yea.

Discussion and possible motion to purchase a tilt deck trailer in the amount of \$14,700 (Already in 2021 budget approved): Raymond explained to the board the trailer that was in the 2021 budget will replace the existing tilt deck trailer used by the construction crew. The existing tilt deck trailer will be retrofitted to haul the emergency water tank. A motion was made by Mick Sudbury, seconded by Dan Stewart, to approve the purchase a tilt deck trailer in the amount of \$14,700. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Discussion and possible motion to approve water and sewer availability to DG Magna Warehouse located at approximately 2172 S 7200 W: Trevor presented the location of the proposed DG Magna Warehouse development to be along 7200W. It is a bigger lot, a total of 5 acres, it will be split in half, a warehouse in the back of the property and an office in the front. Staff recommends approval. A motion was made by Mick Sudbury, seconded by Dan Stewart, to approve water and sewer availability to DG Magna Warehouse. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Discussion and possible motion to approve Bowen Collins & Associates task order for the Brine Pump Station – Post Construction Services 2021 in the amount of \$7,738: Trevor indicated this task order will cover training and maintenance support services for the Brine Pump Station for the remaining of 202, specifically with pigging. A motion was made by Mick Sudbury, seconded by Dan Stewart, to approve the 2021 post construction services for the brine pump station in the amount of \$7,738. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Update on November 2, 2021, trustee election: Mandy Whitmore informed the Board there will be three candidates on the election ballot. The last day to qualify as a write-in candidate is August 30, 2021, a declaration of candidacy must be filed by the write-in. The last day to withdraw candidacy and have name removed from the printed ballot is August 31, 2021. The deadline for a candidate to place a profile on the State's election website is September 3, 2021, by 5:00 pm. Vote by mail ballots will begin to be mailed to registered voters the week of October 11, 2021.

Discussion of WWTP Influent Project RFQ's and possible motion to select consultant team: Trevor indicated the project RFQ was sent out to four consultants from the District's consultant pool. The District received three great proposals back. Management team reviewed and scored the proposals according to criteria. The totals were very close. The scores were averaged, and the highest scoring was for the Stantec/Bowen Collins team. Upon approval, staff will work with the team in assembling a task order to move the project forward. A motion was made to approve the proposal from Stantec/Bowen Collins team for the WWTP Influent Project by Mick Sudbury, seconded by Dan Stewart. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Report & Discussion from General Manager:

STAFFING:

One employee quit from the water department so a replacement will need to be hired. The hiring of one position at the wastewater plant was put on hold so Management will evaluate moving forward with that position after additional discussion and input from the Board for that position.

OPERATIONS:

Drought considerations: In June the board approved to move from Level 1 water conservation status to Level 2 water conservation status. Official enforcement began August 19th, quite a bit of public notice/information was published after the board approved the upgrade in June, allowing about 4 weeks of notification and two weeks by the time the flyer was inserted into the monthly bills. Conservation complaints have been received through our phone system, some through the email system, and the majority received through the Division of Water Resources “Hall of Fame or Hall of Shame” website. In general, the community has responded well to the Level 2 water conservation status. There have been only 4 official violation notices sent, three to businesses and only one residential customer. Most of the problems are being seen by commercial businesses that hire one person, at a different location, to monitor their landscape. We saw some preliminary estimates in reduction of our peak flows from the EDR plant of about 15%. Actual reduction is near 20% in July. People are responding well to the Level 2 Water Conservation Status. There were two news stories on the District’s conservation regulations, one of was ABC4. Their news story ended up broadcasting a negative, alarmist spin on the story with several facts incorrect. The Board wanted the conservation push to be positive and not hard on the residences. Our water supplies are in good shape overall, the District wanted to be proactive in enforcing the conservation regulations. NBC Telemundo ran a story that was more factual, and better portrayed the District’s desires.

Water Operations: Raymond and Clint met with the EDR team and reviewed in detail issues and challenges they are working on and came up with plans to address and improve on those challenges.

Staff is experiencing an average of 6 – 7 new leaks per week, with 5 reported in just one day. This has caused a back log on leak repairs, causing the crew to prioritize the leaks. A second crew has had to assist with fixing leaks from the sewer collections department. This then has a negative impact to the sewer collection duties. Staff is attempting to investigate the cause of the leaks. The cause could be ground movement, high hot June, and July temperatures, and possible movement caused by the earthquake, just showing up now. Possible cause could be due to record high construction being done in the District. Currently there are 20 fire hydrant meters being rented by contractors. The District began with having 6 fire hydrant meters in stock to be rented, now there are 20.

WWTP Operations: Clint complimented Dallas and his team at the wastewater plant. Clint Rogers has been working with staff and has developed a treatment process model which is a tool for the operators to evaluate the treatment process, maybe change a few things in the model to make improvements before the change is made in the field. They have a much better handle on the DO issue.

Dallas commented there is a lot of variables that go into the amount of DO you are trying to achieve, without getting into the details, with the tools they have been able to generate over the last few months and the experience they’ve gained using those tools, they are able to fine tune the process and locate accurate placement for DO meters and set a more achievable readout.

Office: Clint discussed COVID-19 response. The delta variant is all over the news. Salt Lake County has ticked back into the high transmission level, last he checked Magna was still in the moderate range. When vaccines were widely available and cases were going down and transmission level of the community was low, we were able to open the office. We were able to do away with the mask requirement because staff had adequate time to get vaccinated if they chose to do so. There are still some staff that have chosen not to get vaccinated, Board nor Management have not made the vaccination mandatory. There may be a time, that the vaccination be made mandatory to staff when the FDA approves the vaccination. Clint wanted

direction from the Board. He feels masks should be mandatory for those individuals that are not fully vaccinated, in the office, or when employees could not maintain a social distance from another. Public coming into the office will be recommended to wear masks. At the time, it is unknown whether the employer can mandate these things. No action will be taken at this time.

COMMUNICATION & MORALE:

The delinquent accounts have lowered in number of accounts and the average balance is lower. Number of delinquent accounts is 684 and average balance is now \$129.00 in August.

Customer Complaints: A customer on Swan Lake Cir, complaint regarding the construction on 3500 S Montclair St. Customer complained the construction progress seemed slow and was unnecessary to be done during a drought, the customer was also frustrated the shut down time exceeded the noticed down time by about 20 minutes.

The customer was at the meeting. He commented on the wearing of masks due to new cases in one day of 1,114. He questioned the timeline of installing the remainder of the pipeline, and how far the pipeline was going to extend. Trevor indicated the pipeline will extend to 8000 W. Trevor indicated the timeline for that section of the pipeline, down 3500 S, is scheduled to be complete by September 15th. The customer also inquired about including customer's water usage on the monthly billing. The amount is already listed on the billing; however, the unit of measurement should somehow be announced in a manner that customers know it's reflected in 1,000 gallons.

Clint continued that there have been complaints about leak response time. From a highly visible leak, it took longer than 30 minutes to respond to the leak. There were customers that complained about small leaks and the amount of time it takes to get those repaired.

Discussion on District's actual vs budget status as of June 30, 2021: Mandy reported as of June 30, 2021, the overall net income of \$575,223 is about \$93,000 less than in 2020. The revenue in all categories look great, the water sales are up from 2020 by about 3%, Raymond's production report for water indicated the production was up by 2.38% end of June. Sewer sales are up by 5% from 2020 and impact fees are only \$5,000 less than in 2020. Interest has decreased by 71% than 2020 due to the less amount of money in the bond fund, plus market interest rates are low. The connection fees are 18% less from 2020. All expenditure categories are less than budget as of end of June. Total overall expenditures are 5% higher than in 2020, but still under budget. Those all look good. There is a detailed report following the graphs.

Engineering projects update:

3500 South Project: Trevor reported Montclair Street is being paved before school starts. Not every single secondary tie-in has been complete, this will be done when the line is fully charged. Contractor has done a very good job. Substantial completion date is expected to be September 15, 2021.

20" Secondary water line project: The contractor is currently boring under Hwy 201, there will be some work in conjunction with 201 Logistics and Gazelle Project.

Segment 1a Sewer Project (30" Sewer trunk line): Whitaker Construction is still waiting on some material, manholes, and are about a week or two from starting this project, should be starting first part of September.

Water Distribution/Production:

1. Water production report: The culinary water production for July was 243.3 million gallons, an increase of 18.46% from 2020. Year to date production was 1,051 million gallons or 3,226.03-acre feet, this is an increase from YTD 2020 of 2.44%

The secondary water production for July was 53.9 million gallons, a decrease of 8.68% from 2020. Year to date production was 173.2 million gallons or 531.72-acre feet, this is an increase from YTD 2020 of 0.94%

We have purchased 462.59-acre feet of water from Jordan Valley Water as of July 2021.

2. Call out report: Raymond reported that there was a total of 18 call outs, (1 mainline leak, 5 service leaks, and 12 miscellaneous) with a total number of 61 hours paid.

Raymond reported as you can see by the decrease of use, customers are practicing water conservation.

WWTP Operation/Collection System:

1. Status of sewer system: Dallas reported the District has contracted with Dukes Root Control for a chemical root control and have been and around the area for the last week doing warranty work and will be back in the District for the next couple of weeks. The collections crew is prioritizing the sewer system cleaning based on the SL Rat inspections from previous years, which is going well. Dallas commended Beau Lamper, the new Treatment Plant Leadman, he is fitting in well and taking a lot on himself and has good control over the men. Doing a great job. They are in the process of creating some standard operating procedures for some of the lab equipment and sample collecting. They are fine tuning some of the chemical injection rates to try to lower cost and have a better idea of the big picture budget. Dallas expressed his gratitude for the support from the wastewater's consultant team and the support of the management team and the Board.

2. Call out report: Included with Raymond's report.

Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the sale or purchase of real property pursuant to Utah Code Ann. §§ 52-4-204 through 205: Mick Sudbury made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the sale or purchase of real property pursuant to Utah Code Ann. 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, and Dan Stewart, yea. The open session of the Board meeting was closed at 11:17 a.m.

Motion to close the closed session and to reopen the open session of the Board Meeting: Mick Sudbury made a motion to close the closed session and reconvene the open session at 1:19 pm. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, and Dan Stewart, yea.

Consider action on any noticed agenda item discussed in closed meeting:

Clint Dilley explained Management and Board has done some evaluations on the District's staffing levels and compared them to other District's and created a water employee per connection standard that is going to be targeted to help guide our decisions on hiring staff. It gives the District a guide for staffing decisions and gives the Board information to help make better decisions. With the criteria that was discussed, the District would need to hire one additional employee on the water department, and change some of the operations, go from one four-man crew to a six-man crew.

A motion was made by Mick Sudbury, seconded by Dan Stewart, to proceed to hire two employees on the water department, one to replace the employee that quit and the other to expand the construction crew. The motion was approved as follows: Mick Sudbury, yea and Dan Stewart, yea.

Adjourn: Having no further business to discuss, a motion was made by Dan Stewart, seconded by Mick Sudbury, to adjourn the meeting at 1:22 pm. The motion was approved as follows: Dan Stewart, yea, and Mick Sudbury, yea.

Attest

Chairperson

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

A workshop of the Board of Trustees of the Magna Water District was held Thursday, August 5, 2021, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Trustees Present:

Mick Sudbury, Chairman
Jeff White, excused
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, Controller
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager, excused

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Donnie Sweazey, Magna Resident

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

Public, Board, Staff join in the Pledge of Allegiance.

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

Public Comment: Chairman recognized Donnie Sweazey. Mr. Sweazey questioned the reason one of the persons that came into the District and filed Declaration of Candidacy was deemed as a non-qualified candidate to be on the election ballot.

Board and Staff explained that the address used on the Declaration of Candidacy was not the address listed on the voter's registration with Salt Lake County and this is one of the requirements to file Declaration of Candidacy; namely, that a candidate for local district office must be registered to vote at their place of residence when they file their declaration (see Utah Code § 17B-1-302(1) and Utah Code § 17B-1-306(5)(e)). In addition, staff explained that Utah law prohibits candidates from revising their declarations after the filing period ends (see Utah Code § 17B-1-306(9) and 20A-9-203(9)). Lastly, Nathan explained that he conferred with the Lt. Governor's office which confirmed that the declaration in question was invalid for these reasons and that the District could not accept it.

Review and discussion of any updates to the District's Administrative Rules & Regulations: Staff and Board reviewed each section of the AR & R's and discussed if there

were any changes that were needed to be made. The review went up to section 8. Board agreed to end the meeting and schedule another workshop meeting to continue the review.

Adjourn: Having no further business to discuss, a motion was made by Mick Sudbury, seconded by Dan Stewart, to adjourn the meeting at 12:04 pm. The motion was approved as follows: Dan Stewart, yea, and Mick Sudbury, yea.

Attest

Chairperson

INVOICE PAYMENTS

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
08/09/2021 TO 09/01/2021**

Check Issue Date	Payee	Amount	Description
8/10/2021	ALLSTATE	768.16	INSURANCE
8/10/2021	CINTAS CORPORATION #180	177.06	UNIFORMS AND LINENS SHOP-EDR
8/10/2021	CINTAS CORPORATION #180	342.97	WWTP UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	225.01	SHOP UNIFORMS LINENS
8/10/2021	CINTAS CORPORATION #180	422.23	WWTP UNIFORMS LINENS
8/10/2021	CINTAS CORPORATION #180	415.02	WWTP UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	170.20	SHOP UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	151.96	SHOP/EDR UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	329.11	WWTP UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	177.06	SHOP/ EDR UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	338.87	WWTP UNIFORMS AND LINENS
8/10/2021	CINTAS CORPORATION #180	101.23	OFFICE MATS
8/10/2021	ELITE GROUNDS, LLC	98.80	STAKE THE TREE AT EAST GATE , ADJUSTED SPRINKLERS
8/10/2021	ELITE GROUNDS, LLC	22.75	ADJUSTED CONTROLLER
8/11/2021	CINTAS CORPORATION #180	101.23	OFFICE MATS
8/11/2021	COLONIAL FLAG & SPECIALTY	50.30	REPAIR FLAG POLE AT OFFICE
8/11/2021	LEVERAGE IT SOLUTIONS	1,480.00	IT SUPPORT
8/11/2021	MID ATLANTIC TRUST COMPANY	2,054.75	401(k)
8/11/2021	NEWMAN CONSTRUCTION	601,723.65	2021 WATERLINE REPLACEMENT PROJ
8/11/2021	PITNEY BOWES GLOBAL FINAN SERVICES LLC	29.43	POSTAGE MACHINE SUPPLIES
8/11/2021	RICOH USA , INC	137.77	COPIER/PRINTER MAINTENANCE
8/11/2021	SUEZ WTS SOLUTIONS USA, INC	7,025.00	EDR-cation, CR64H, MK4
8/11/2021	THATCHER COMPANY	3,528.50	CHEMICALS
8/11/2021	THATCHER COMPANY	5,216.33	CHEMICALS
8/11/2021	Utah-Idaho Teamsters Security Fund	35,638.50	UNION HEALTH INSURANCE PREMIUM
8/11/2021	VERIZON CONNECT FLEET USA LLC	41.00	FEE-GPS CHARGE
8/11/2021	Western Conf Teamsters Pension	19,262.07	UNION PENSION CONTRIBUTION
8/12/2021	ALLSTREAM	2,665.80	TELEPHONE & DATA SERVICES
8/12/2021	AUTOZONE	18.59	4100 TANK PAINT TEST
8/12/2021	AUTOZONE	138.60	SUPPLIES TO CLEAN TRUCKS
8/12/2021	TEN POINT SALES & MARKETING LLC	184.58	CAMERA VAN MAIN ARM REPLACEMENT PARTS
8/16/2021	AIRGAS USA, LLC - CENTRAL DIVISION	53.46	ACETYLENE, 75/25 MIX WELDER, REGUL GAUGE REPAIR
8/16/2021	AIRGAS USA, LLC - CENTRAL DIVISION	5.40	ACETYLENE, 75/25 MIX WELDER, REGUL GAUGE REPAIR
8/16/2021	AIRGAS USA, LLC - CENTRAL DIVISION	9.92	ACETYLENE, 75/25 MIX WELDER, REGUL GAUGE REPAIR
8/16/2021	AIRGAS USA, LLC - CENTRAL DIVISION	68.75	ACETYLENE, 75/25 MIX WELDER, REGUL GAUGE REPAIR
8/16/2021	ELITE GROUNDS, LLC	802.57	AUGUST 2021 MAINTENANCE AGREEMENT
8/16/2021	ELITE GROUNDS, LLC	847.03	AUGUST 2021 MAINTENANCE AGREEMENT
8/16/2021	FERGUSON ENTERPRISES LLC #3325	186.41	8 DROP M/HOLE BRIDGE 60 LONG
8/16/2021	NATIONAL BENEFIT SERVICES, LLC	52.00	HRA PLAN ADMIN FEE FOR JULY 2021
8/16/2021	REPUBLIC SERVICES #864	2,058.19	GARBAGE COLLECTION FOR WWTP
8/16/2021	VERIZON WIRELESS	252.88	CELL PHONE SEERVICE
8/16/2021	WIN-911 SOFTWARE	660.00	ANNUAL RENEWAL SOFTWARE MAINT
8/18/2021	BANKCARD CENTER	55.00	FRONT OFFICE CARPET CLEANING
8/18/2021	BOLT & NUT SUPPLY CO.	36.68	DRILL BIT
8/18/2021	CASH (PETTY)	900.00	2ND QUARTER BOOT DRAWING
8/18/2021	CASH (PETTY)	900.00	3RD QUARTER BOOT DRAWING
8/18/2021	DOMINION ENERGY	7.24	NATURAL GAS 3291 S 8000 W
8/18/2021	DOMINION ENERGY	36.64	NATURAL GAS 6850 W 2820 S
8/18/2021	DOMINION ENERGY	20.67	NATURAL GAS 6026 PARKWAY BLVD
8/18/2021	DOMINION ENERGY	29.84	NATURAL GAS 8931 W 3500 S
8/18/2021	DOMINION ENERGY	91.94	NATURAL GAS 7650 W 2100 S
8/18/2021	DOMINION ENERGY	8.61	NATURAL GAS 8885 W 3500 S
8/18/2021	EVERGREEN BUSINESS SOLUTIONS	237.00	LETTERHEAD
8/18/2021	HACH COMPANY	492.20	SOLITAX TS-LINE SC TURBIDITY, SLUDGE LEVEL SENSOR
8/18/2021	HACH COMPANY	927.36	REPLACEMENT CAPS FOR DO METERS
8/18/2021	HACH COMPANY	1,156.44	CABLES FOR OXYGEN SENSORS LOCATED ON THE BIOREACTORS
8/18/2021	HACH COMPANY	202.65	PICK AND SHIP PLAN EDR 05/01/2021 - 04/30/2021
8/18/2021	HANSEN ALLEN & LUCE, INC.	3,424.71	2020 RISK & RESILIENCY ASSESSMENT
8/18/2021	HARRINGTON INDUSTRIAL PLASTICS	728.77	8" PIPE AND COUPLER FITTINGS FOR EDR
8/18/2021	JORDAN VALLEY WATER	27,779.26	WATER DELIVERIES
8/18/2021	MECHANICAL SERVICE & SYSTEMS, INC.	177.00	WORKED ON THERMOSTAT AT ADMIN BLDG
8/18/2021	MECHANICAL SERVICE & SYSTEMS, INC.	275.00	WORKED ON RTU ON OLD BLDG
8/18/2021	METERWORKS	2,996.50	4" MACH 10 PURPLE, REPAIR ACCOUNT 455.0280.00
8/18/2021	METERWORKS	235.00	METER NUTS AND BOLTS
8/18/2021	MORGAN ASPHALT	535.92	ASPHALT FOR REPAIRS
8/18/2021	PURCHASE POWER	503.50	POSTAGE
8/18/2021	S.L.CO. ENGINEERING DIVISION	2,750.00	CONSTRUCTION PERMITS
8/18/2021	STANTEC CONSULTING SERVICES INC.	5,271.75	WATER AND WASTE WATER SUPPORT SERVICES
8/18/2021	VANGUARD CLEANING SYSTEMS	490.00	JANITORIAL

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
08/09/2021 TO 09/01/2021**

Check Issue Date	Payee	Amount	Description
8/18/2021	VANGUARD CLEANING SYSTEMS	185.00	JANITORIAL
8/18/2021	VANGUARD CLEANING SYSTEMS	408.00	JANITORIAL
8/18/2021	WESTECH EQUIPMENT	161.49	GLASS SITES FOR FUEL GUAGES IN CONVAULTS
8/18/2021	WHITMORE, AMANDA	1,704.58	TUITION REIMBURSEMENT
8/19/2021	CINTAS 1ST AID	8.96	FIRST AID CABINET EDR
8/19/2021	CINTAS 1ST AID	22.82	FIRST AID CABINET SHOP
8/19/2021	CINTAS 1ST AID	25.17	FIRST AID CABINET WWTP OPERATIONS BLDG
8/19/2021	CINTAS 1ST AID	11.58	FIRST AID CABINET WWTP ADMIN BLDG
8/19/2021	CINTAS 1ST AID	54.79	FIRST AID CABINET OFFICE
8/19/2021	FUEL NETWORK	6,897.02	VEHICLE GASOLINE
8/19/2021	INTSEL STEEL WEST, LLC	462.30	METAL TO BUILD VALVE KEYS
8/19/2021	OWEN EQUIPMENT	398.00	SPRAY NOZZELS FOR VAC TRUCK #45
8/19/2021	OWEN EQUIPMENT	333.92	SPRAY NOZZELS FOR VAC TRUCK #45
8/19/2021	READDY GLEDDY, INC.	362.50	BLADES FOR CHOP SAWS
8/19/2021	REPUBLIC SERVICES #864	489.50	SHOP GARBAGE COLLECTION
8/19/2021	ROCKY MOUNTAIN POWER CO.,	3,050.88	POWER BOOSTER STATION
8/19/2021	ROCKY MOUNTAIN POWER CO.,	53,551.85	POWER BARTON WELLS 1&2
8/19/2021	STAPLES BUSINESS CREDIT	47.17	OFFICE SUPPLIES/KITCHEN
8/19/2021	STAPLES BUSINESS CREDIT	39.96	FOLDERS FOR OFFICE
8/19/2021	STAPLES BUSINESS CREDIT	2.15	BLACK RIBBON FOR THE DRIVE UP PRINTER
8/19/2021	STAPLES BUSINESS CREDIT	15.29	PETTY CASH RECEIPT BOOK
8/19/2021	THATCHER COMPANY	6,091.60	CHEMICALS
8/19/2021	THATCHER COMPANY	(1,400.00)	CHEMICALS
8/19/2021	USA BLUEBOOK	113.57	COLLECTION CREW TRUCK IRWIN HEAVY DUTY 4" JAW VISE
8/19/2021	USA BLUEBOOK	60.27	COLLECTION CREW TRUCK 1/4",7/8", 15/16/" DEEP SOCKETS
8/20/2021	O'REILLY	48.76	ROLL OF WIRE,ELEC. BUTT CONNECTORS, MARINE EYELETS, FUSE.
8/20/2021	O'REILLY	75.81	TRAILER TONGUE JACK FOR 1980 LITTLE GRAY FLAT BED
8/20/2021	O'REILLY	45.35	BATTERY FOR JOHN DEERE LAWN TRACTOR #37
8/20/2021	O'REILLY	25.57	RTV-3 TUBES (HIGH TEMP, HIGH TORQUE, BLACK)
8/20/2021	RICOH USA , INC	60.00	COPIER/PRINTER MAINTENANCE
8/20/2021	RICOH USA , INC	150.53	COPIER/PRINTER MAINTENANCE
8/20/2021	ROCKY MOUNTAIN POWER CO.,	988.21	POWER 3500 S TANKS
8/20/2021	ROCKY MOUNTAIN POWER CO.,	23.40	POWER BACCHUS TANKS
8/20/2021	ROCKY MOUNTAIN POWER CO.,	1,865.83	POWER SECONDARY WATER PUMP
8/20/2021	ROCKY MOUNTAIN POWER CO.,	472.52	POWER SHOP CEMENT BLDGS
8/20/2021	ROCKY MOUNTAIN POWER CO.,	3,521.36	POWER7600 RESERVOIR
8/20/2021	ROCKY MOUNTAIN POWER CO.,	4,484.40	POWER HAYNES WELLS
8/23/2021	LOWE'S	35.89	PARTS TO REPAIR SPRINKLER HEADS WWTP
8/23/2021	LOWE'S	125.49	PARTS TO REPAIR SPRINKLER HEADS WWTP
8/23/2021	LOWE'S	77.88	SPRINKLING SYSTEM REPAIR PARTS
8/23/2021	LOWE'S	20.04	PARTS TO REPAIR SPRINKLER HEADS WWTP
8/23/2021	LOWE'S	310.62	CLEAN SUPP, PIPE DOPE, HOSES, DUCT TAPE, PVC CUT #8 & #83
8/23/2021	SHRED-IT	117.16	DOCUMENT SHREDDING
8/23/2021	WORKERS COMPENSATION FUND OF U	1,832.18	WORKERS COMP INSURANCE
8/24/2021	BANKCARD CENTER	63.73	FLOWER PATCH HASLEM
8/24/2021	CASELLE, INC.	1,800.00	CONTRACT SUPPORT CHARGES
8/24/2021	MID ATLANTIC TRUST COMPANY	2,084.84	401(k)
8/24/2021	ROCKY MOUNTAIN POWER CO.,	442.49	POWER DISTRICT OFFICE
8/25/2021	ANSERFONE	310.20	AFTER HOURS EMERGENCY PHONE SERVICE
8/25/2021	BECK, SCOTT	577.20	TUITION REIMBURSEMENT
8/25/2021	BLUELINE SERVICES	141.00	RADOM DRUG TESTING
8/25/2021	BOWEN COLLINS & ASSOCIATES	14,708.58	MAGNA REUSE PROJECT
8/25/2021	DATA SERVICES	25.00	DATA SERVICES SALT LAKE COUNTY
8/25/2021	E.T. TECHNOLOGIES, INC	547.34	SLUDGE REMOVAL
8/25/2021	E.T. TECHNOLOGIES, INC	4,592.54	SLUDGE REMOVAL
8/25/2021	GOBLE SAMPSON ASSOC., INC.	1,857.00	REPLMNT PART FOR MARLOW-WATSON PUMP- CHLORINE RM
8/25/2021	GRASS MSTER INC	84,209.16	MATERIAL HAUL
8/25/2021	METERWORKS	2,308.50	INSTALLATION OF 1" OR SMALLER WATER METER
8/25/2021	METERWORKS	1,965.60	3/4" PURPLE MACH10 METERS
8/25/2021	MICROSOFT CORPORATION	1,920.00	EXCHANGE LICENSES
8/25/2021	NEWMAN CONSTRUCTION	420,332.80	2021 WATERLINE REPLACEMENT PROJ
8/25/2021	OLD CASTLE PRECAST INC.	21,466.00	ConVault 1000 gal Tank
8/25/2021	ROCKY MOUNTAIN POWER CO.,	2,599.36	POWER SHALLOW WELLS
8/25/2021	ROCKY MOUNTAIN VALVE & AUTOMATION	595.42	3" PLUG FOR #2 SCREW PRESS
8/25/2021	ROCKY MT WIRE ROPE	399.00	CABLES TO PULL SERVICE LINES
8/25/2021	SAFETY SUPPLY & SIGN CO.	288.00	MARKING PAINT
8/25/2021	SKM INC.	509.80	SEWER SCADA MAINTENANCE
8/25/2021	SMITH & LOVELESS, INC	597.40	SOLENOID FOR GRIT SYSTEM, EAST HEADWORKS
8/25/2021	THE SALT LAKE TRIBUNE	288.80	NOTICE OF INVITING BIDS - LEGAL ADS
8/25/2021	W.E.T.	1,600.00	WASTEWATER TESTING

MAGNA WATER DISTRICT
INVOICE PAYMENTS
08/09/2021 TO 09/01/2021

Check Issue Date	Payee	Amount	Description
8/26/2021	WEST VALLEY CITY	134.40	STORMWATER AT EDR
8/30/2021	INDUSTRIAL SUPPLY CO., INC.	281.11	RAIN GEAR CONSTRUCTION CREW
8/30/2021	RULON HARPER CONSTRUCTION, INC	180.36	GRAVEL & ROADBASE FOR REPAIRS
8/30/2021	UTAH BARRICADE COMPANY	99.20	SIGNS FOR 3100 S
8/30/2021	WHEELER MACHINERY CO	59.01	TROUBLE SHOOT PILOT CONTROL VALVE
8/31/2021	AIRGAS USA, LLC - CENTRAL DIVISION	50.88	CYLINDER RENTAL
8/31/2021	AIRGAS USA, LLC - CENTRAL DIVISION	4.24	CYLINDER RENTAL
8/31/2021	BLUE STAKES OF UTAH 811	886.65	BLUESTAKES NOTIFICATIONS
8/31/2021	ROCKY MOUNTAIN POWER CO.,	9.76	POWER WWTP ADMIN BLDG
8/31/2021	ROCKY MOUNTAIN POWER CO.,	24,630.93	POWER 7650 W 2100 S WWTP
8/31/2021	SUEZ WTS SOLUTIONS USA, INC	5,400.00	EDR MAINTENANCE AND SUPPLIES
8/31/2021	UTAH DIVISION OF WATER QUALITY	1,117.00	FY22 ANNUAL BIOSOLIDS PERMIT UT0021440
9/1/2021	ALLSTREAM	2,696.31	TELEPHONE & DATA SERVICES
9/1/2021	ANSERFONE	255.00	AFTER HOURS EMERGENCY PHONE SERVICE
9/1/2021	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
9/1/2021	BOWEN COLLINS & ASSOCIATES	260.00	RATE STUDY ENGINEER SERVICES
9/1/2021	CASH (PETTY)	24.08	SALT FOR WATER SOFTNER OFFICE
9/1/2021	CASH (PETTY)	55.56	OFFICE WORKED THROUGH LUNCH
9/1/2021	CASH (PETTY)	8.22	ICE FOR SHIPPING SAMPLES
9/1/2021	CASH (PETTY)	31.57	SAFETY MEETING REFRESHMENTS
9/1/2021	DENTAL SELECT	1,376.99	DENTAL INSURANCE
9/1/2021	E.T. TECHNOLOGIES, INC	2,160.95	SLUDGE REMOVAL
9/1/2021	EVERGREEN BUSINESS SOLUTIONS	40.45	BUSINESS CARDS DALLAS HENLINE
9/1/2021	HACH COMPANY	141.68	SOLITAX TS-LINE SC TURBIDITY, SLUDGE LEVEL SENSOR
9/1/2021	HACH COMPANY	5,538.80	SOLITAX TS-LINE SC TURBIDITY, SLUDGE LEVEL SENSOR
9/1/2021	METERWORKS	604.00	2" HPT UME, REPAIR ACCOUNT 455.1094.01
9/1/2021	MILLER PAVING INC.	9,700.00	PAVING 3100 S
9/1/2021	MRC GLOBAL	7,288.00	ACTUATOR EDR
9/1/2021	RDJ CONSTRUCTION INC.	65,749.43	2021 SEWER COLLECTION REPAIRS
9/1/2021	ROCKY MOUNTAIN CARE CLINIC	39.00	POST ACCIDENT DRUG SCREEN
9/1/2021	SMITH HARTVIGSEN, PLLC	1,103.00	LEGAL EXPENSES
9/1/2021	SMITH HARTVIGSEN, PLLC	313.00	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER
9/1/2021	SMITH HARTVIGSEN, PLLC	122.00	LEGISLATIVE MATTERS
9/1/2021	SMITH HARTVIGSEN, PLLC	209.00	GENERAL LEGAL MATTERS
9/1/2021	UT DEPT GVRN OFF DIVISION OF FINANCE	53,400.00	WATER RESOURCE LOAN PMT
		\$ 1,577,882.53	

MAGNA WATER DISTRICT
INVOICE PAYMENTS PAID BY BOND PROCEEDS
08/09/2021 TO 09/01/2021

Check Issue Date	Payee	Amount	Description
8/25/2021	BOWEN COLLINS & ASSOCIATES	9,371.00	2019 SECONDARY WATERLINE PROJECT
8/26/2021	DEENA & WILLIAM ELY	9,748.00	SECONDARY WATERLINE EASEMENT
		\$ 19,119.00	

MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
08/09/2021 TO 09/01/2021

Check Issue Date	Payee	Amount	Description
9/1/2021	ZIONS FIRST NATIONAL BANK	83,575.62	5436869-BOND SER 2013
		\$ 83,575.62	

LIHWAP FUNDING



MEMORANDUM OF UNDERSTANDING
FOR DWS SYSTEM ACCESS
BETWEEN THE
UTAH DEPARTMENT OF WORKFORCE SERVICES
AND
WATER PROVIDER

This Agreement is entered into between Utah Department of Workforce Services, hereinafter referred to as the Department or DWS, and the organization listed below, hereinafter referred to as Water Provider, collectively referenced as PARTIES:

Organization

Address

City

State

Zip

DRAFT

Now therefore, the PARTIES agree as follows:

- I. Purpose
DWS and the Water Provider enter into this Agreement to govern access and use of the Water Assistance Vendor Portal (System) for the purpose of DWS providing water assistance benefits directly to the Water Provider for eligible low-income households.
- II. Period of Performance
This Agreement is effective October 1, 2021 through September 30, 2023 unless terminated sooner in accordance with the terms and conditions herein.
- III. Information Sharing
The Water Provider shall utilize the Water Assistance Vendor Portal to verify water benefits paid by DWS directly to the Water Provider for water assistance to eligible households.
 - A. The Water Provider will be given System access to conduct a Benefit Issuance search for water assistance clients by check number or date range.
 - B. The System search results will provide residential and account information for the water assistance benefits the client has received.
 - C. The Water Provider will have access to the specific data elements listed below for the sole purpose of processing water assistance checks:
 1. Reports tab specific to Assigned Vendor Number
 2. Home tab to upload Annual Usage Reports for water assistance eligible households
- IV. Water Provider Requirements
 - A. The Water Provider will provide DWS with a Customer Usage Data Report annually by the requested deadline.
 - B. The Water Provider will comply with *Attachment C - Water Type Agreement* and *Attachment D - Water Assistance Program Policy Manual* as incorporated by reference.

IV. Termination

DWS may terminate this Agreement without prior notice if deemed necessary because of a requirement of law or policy, upon determination by DWS that there has been a breach of system integrity or security by the Water Provider, or a failure of the Water Provider to comply with the terms of this Agreement, established procedures, or legal requirements. This Agreement may be terminated without cause, in writing, with the mutual consent of the PARTIES.

V. Renegotiation or Modification

This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by the PARTIES hereto, and attached to the original signed copy of the Agreement.

VI. Attachments

The Water Provider agrees to comply with the terms of the following attachment(s).

- Attachment A: Department of Workforce Services Non-Disclosure Agreement
- Attachment B: DWS 3rd Party Access Request Form
- Attachment C: Water Type Agreement
- Attachment D: Water Assistance Program [Policy Manual](#)

VII. Legal Authority

DWS will enter into Agreements concerning the exchange of private information with federal, state, and local agencies as required or permitted under provisions of the Utah Governmental Records Access and Management Act, the Utah Employment Security Act, or other applicable law and the rules adopted pursuant thereto.

- A. Government Records Access and Management Act (GRAMA) located in the Utah Code Annotated § 63G-2-206(2)(a) Sharing Records states: "A governmental entity may provide a private, controlled, or protected record or record series to another governmental entity, a political subdivision, a government-managed corporation, the federal government, or another state if the requesting entity provides written assurance: (i) that the record or record series is necessary to the performance of the governmental entity's duties and functions; (ii) that the record or record series will be used for a purpose similar to the purpose for which the information in the record or record series was collected or obtained; and (iii) that the use of the record or record series produces a public benefit that is greater than or equal to the individual privacy right that protects the record or record series."
- B. Utah Administrative Code R986-100-110(4)(b), (c), (g).
- C. The Privacy Act of 1974, (5 U.S.C. § 552a, as amended); the Social Security Administration Privacy Act Regulations (20 C.F.R. § 401.150, as amended); and the Social Security Act's disclosure of information in possession of any Water Provider provisions (42 U.S.C. 1306, as amended).

VIII. Disclosure and Confidentiality Requirements

- A. All Water Provider users shall complete and submit the DWS 3rd Party Access Request Form (see Attachment B) to gain access to the system.

- B. Water Provider shall immediately notify the DWS Data Security Specialist (see "Contacts," below) when previously authorized employees are no longer authorized access to the system. DWS will notify the Water Provider if the DWS 3rd Party Access Request Form is revised. The Water Provider will use the most current version of the Form.
- C. Information obtained under this Agreement shall only be used to support the valid administrative needs of the Water Provider and shall not be disclosed for any purpose other than those specifically authorized by this Agreement. Water Provider's employees must sign the Department of Workforce Services Non-Disclosure Agreement (see Attachment A).
- D. Water Provider's employees shall only query information for individuals who are applying for or participating in Water Provider's programmed services.
- E. The Water Provider shall have sufficient safeguards in place to ensure the personal information obtained from DWS Clients is used only for the purpose disclosed. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or any other means.
- F. The information shall not be stored on any server accessible from the Internet or by unauthorized Water Provider personnel.
- G. At the request of DWS, the Water Provider shall identify all personnel, by position, authorized to request and receive information.
- H. Water Provider shall instruct all authorized personnel regarding the private nature of the information and sanctions specified in Utah State law against unauthorized disclosure. Section 35A-4-312(7) of the Utah Employment Security Act provides penalties for unauthorized disclosure in the form of a fine, imprisonment or both.

Section 63G-2-801(a) of the Government Records Access and Management Act provides that "A public employee or other person who has lawful access to any private, controlled, or protected record under this chapter, and who intentionally discloses, provides a copy of, or improperly uses a private, controlled, or protected record knowing that the disclosure or use is prohibited under this chapter, is, except as provided in Subsection 53-5-708(1)(c), is guilty of a Class B misdemeanor."

Furthermore, Subsection (2) (a) of Section 63G-2-801 provides penalties against any person who by false pretenses, bribery, or theft gains access to or obtains a copy of any private, controlled or protected record to which he is not legally entitled, and classifies such acts as Class B misdemeanors.

- I. The Water Provider shall follow the confidentiality protection provisions of Utah Code Title 63G-Chapter 02, Government Records Access Management Act, for public record confidentiality.
- J. Re-disclosure of public assistance record information is limited to public officials who may receive the information under Utah Code, Subsection 63G-2-206(2) or to private entities on the basis of informed consent of the individual to whom the information pertains.

IX. Background Review

The Water Provider shall ensure that it has thoroughly investigated the employees who are given access to the system. The Water Provider will not grant access to employees whose background suggests they will be unable to meet the data security requirements of this Agreement. Specifically, employees whose background checks reveal fraud, identity theft, or substance abuse shall not be allowed to access this data. DUI convictions for all substances other than alcohol shall disqualify an employee from access.

X. Data Security

- A. Water Provider shall complete and return a DWS 3rd Party Access Request Form (see Attachment B) for each individual who will access the Water Assistance Vendor Portal.
- B. DWS reserves the right to implement a multi factor authentication process for access to the water assistance Vendor Portal during the term of this contract. DWS will coordinate with the vendor to set up multi factor tokens when appropriate.
- C. Water Provider shall monitor, detect, analyze, protect, report, and respond against known vulnerabilities, attacks, and exploitations. Water Provider shall also continuously test and evaluate information security controls and techniques to ensure that they are effectively implemented.
- D. Water Provider shall follow the information security guidelines set forth in the latest version of NIST 800-53.
- E. The Water Provider shall control access based on need to know. Water Provider shall limit access to data in electronic or hardcopy format to authorized individuals only. DWS reserves the right to disapprove access to selected individuals or groups of individuals.
- F. DWS will maintain a query log containing the user identification, the date/time of each query. The query log may be used to monitor Water Provider compliance with the terms of this Agreement.
- G. Water Provider shall store or process information either in electronic format such as magnetic tapes or discs or in hardcopy paper format in such a manner that unauthorized access is avoided. The Water Provider shall secure information in a manner to protect confidential files.
- H. The Water Provider shall avoid printing or faxing any DWS confidential information unless necessary for required job duties, where no other methods exist to store or communicate the needed information. Printing or faxing may only occur at an approved third party site and may not occur in a telework or outreach environment.
- I. Screenshots, photographs or other media images/recordings of DWS confidential information obtained in the water assistance Vendor Portal is prohibited unless requested by the DWS Water Assistance Team for troubleshooting purposes. This includes all DWS applications and any documents provided by DWS that contain confidential information.
- J. DWS and Water Provider agree to train users accessing, disclosing, or receiving information under this Agreement, including Water Providers and contract providers, on relevant statutes prescribing confidentiality and safeguarding requirements, re-disclosure prohibitions, and penalties for unauthorized access or

disclosure. DWS has the right to review the Water Provider's disclosure-training program and require any changes necessary to said program.

- K. DWS and Water Provider system security plans must include provisions warning of the potential statutory sanctions for individuals who violate access and disclosure provisions. Procedures governing sanctions and individual corrective actions under applicable statutory authority shall be pursued and taken against individuals who violate terms of this Agreement.
- L. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other security incident that may impact DWS systems or data within 24 hours of the occurrence. It is within DWS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- M. The Water Provider shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Water Provider shall: (a) cooperate with DWS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DWS. The Water Provider is responsible for all notification and remedial costs and damages.
- N. The Water Provider shall develop a contingency plan for addressing access to any uniquely sensitive records such as public officials and celebrities.
- O. The Water Provider shall notify DWS of any major change in a system platform (hardware or software) procedure or policy affecting transmission or distribution so that re-review of system safeguards can be initiated.
- P. The Water Provider shall comply with the following measures to prevent security breaches. Failure to meet the requirements will result in liability against the Water Provider. All workstation updates must be installed within 72 hours of the patch/software/service pack release dates. All server patches/software updates/service packs must be installed within two weeks of release date or within a reasonable time frame, based on professional information technology industry standards and best practices:
 - 1. Water Provider will have whole disk encryption on laptops and devices that are used to access the system.
 - 2. Install the most recent OS service pack.
 - 3. Install the most recent OS security updates.
 - 4. Install most recent patches for applications including, but not limited to, Adobe (Acrobat, PDF, Reader, Flash), Java, Quick-Time, and Microsoft Office.
 - 5. Install, run and maintain anti-virus software with the latest signature which includes, but is not limited to, protection from computer viruses, worms, Trojan horses, malicious rootkits, backdoors, spyware, botnets, keystroke loggers, data-stealing malware, dishonest adware, crimeware and other malicious software.

6. Maintain secure configurations for hardware and software on laptops, workstations, and servers.
7. Maintain secure configurations on network devices such as firewalls, routers, and switches.
8. Install and maintain adequate boundary defense. Run and maintain a host-based firewall on all devices.
9. Educate and encourage computer users to put in place strong authentication credentials and passwords.
10. Control wireless devices used to access, transmit, or store DWS data. This includes but is not limited to the use of:
 - a) enterprise management tools (vs. tools for home use)
 - b) network vulnerability scanning tools
 - c) deactivation of unauthorized ports
 - d) wireless intrusion detection systems (WIDS)
 - e) disabling peer-to-peer network capability
 - f) disabling wireless peripheral access, such as Bluetooth
 - g) disable the ability to connect to public wireless networks and those not authorized by Water Provider
- Q. Maintain, monitor and analyze security audit logs.
- R. Maintain controlled use of administrative privileges.
- S. Continually assess vulnerability and remediate.
- T. Limit and control network ports, protocols, and services.
- U. Prevent data loss through the use of appropriate measures, including but not limited to: encryption software, network monitoring tools, monitoring, and an adequate Data Security Plan and employee training on such plans.

XI. Client Informed Consent

The Water Provider may only request/query information for individuals who are applying for or participating in the Water Provider's program. DWS shall include language in the Water Assistance Application expressly informing the applicant that DWS will share information with Water Provider concerning the applicant's participation in the identified programs for the purpose of determining eligibility and that by proceeding with the application, the applicant consents to such disclosure and authorizes DWS to share the information with Water Provider.

XII. Monitoring

The Water Provider shall permit DWS the right of compliance reviews and if applicable, onsite inspections without prior notification to ensure that the requirements of this Agreement are being met. Additionally, the Water Provider will allow compliance reviews and if applicable, onsite inspections by any other state and federal agencies with statutory oversight responsibility for the data being shared. The Water Provider will maintain a process sufficient to allow an audit of its compliance.

XIII. Imposition of Fees

The Water Provider will not impose any fees upon clients for services provided under this Agreement except as authorized by DWS.

XIV. Equal Opportunity and Non-Discrimination

The Water Provider shall comply with Section 188 of the Workforce Innovation and Opportunity Act, and Title VI of the Civil Rights Act, to the extent they apply to the subject matter of this contract.

XV. Indemnity

IF THE Water Provider IS A GOVERNMENTAL AGENCY: Both PARTIES to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both PARTIES of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third PARTIES, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these PARTIES.

IF THE Water Provider IS A NON-GOVERNMENTAL ENTITY: The Water Provider agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Water Provider's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

XVI. Contract Jurisdiction, Choice of Law and Venue

The provisions of this Agreement shall be governed by the laws of the State of Utah. The PARTIES will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

XVII. Separability Clause

A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

XVIII. Additional Requirements

Provisions incorporated into this Agreement by reference but not attached hereto include all other governmental laws, rules, regulations, or actions applicable to services provided herein.

Contact Information

Department of Workforce Services

Water Provider

Name:

Name

Position: Water Assistance Vendor Specialist

Position

Address: 140 E 300 S

Address

City, State Zip: Salt Lake City, UT 84111

City, State Zip

Phone:

Phone

Email:

Email

This Agreement and all documents incorporated by reference constitute the entire Agreement between the PARTIES and supersede all prior negotiations, representations, or Agreements, either written or oral between the PARTIES relating to the subject matter of this Agreement.

Signatures and Acknowledgement

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and cause this Agreement to be executed.

APPROVED FOR Water Provider:

Signature

Date

Print Name /Title

APPROVED FOR DWS:

Casey Cameron, Executive Director

Date

ATTACHMENT A

NON-DISCLOSURE AGREEMENT

Each **Contractor/Grantee** employee or volunteer and each **Sub-Contractor/Grantee** employee or volunteer who has access to Customer personal information must sign this Non-Disclosure Agreement at the beginning of the grant or upon hire. A signed copy of this Agreement must be in each employee's/volunteer's file subject to inspection and review by the Department of Workforce Services (DWS).

The **Contractor/Grantee** and its employees and volunteers will comply with the following measures to protect the privacy of the information released under this agreement against unauthorized access or disclosure.

1. The information shall be used only to the extent necessary to assist in the purposes identified within this Agreement and shall not be re-disclosed for any purposes not specifically authorized in this contract.
2. The information shall be stored in a place physically secure from access by unauthorized persons.
3. Information in electronic format shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or any other means.
4. Precautions shall be taken to ensure that only authorized personnel are given access to on-line files.
5. The Contractor/Grantee has provided me instruction regarding the private nature of the information and I understand I am subject to State and Federal law penalties for unauthorized disclosure of information.

Signature

Date

Print Name



Attachment B
State of Utah
Department of Workforce Services
DWS 3RD PARTY ACCESS REQUEST FORM

Complete the User Information, sign and return to the DWS Contract Owner at:

Email of Contract Owner _____

INFORMATION ACCESS (Completed by DWS and DTS)

3 rd Party Agency Contract or Agreement Number: _____			
Contract Dates: Start Date: _____		End Date: _____	
RSA Token: _____		Profile (DTS): _____	
		Profile (DTS): _____	
REQUESTED ACCESS			
<input type="checkbox"/> AUDITOR	<input type="checkbox"/> AWARE	<input type="checkbox"/> CONTENT NAVIGATOR IMAGING VIEW	
<input type="checkbox"/> EREP (STATE Agency Only)	<input type="checkbox"/> ESHARE	Role: _____	
<input type="checkbox"/> UI UNEMPLOYMENT TRANSACTIONS:	<input type="checkbox"/> WBPS <input type="checkbox"/> CATS	<input type="checkbox"/> WAGE <input type="checkbox"/> CATS EMPLOYEE	<input type="checkbox"/> CATS LABOR
<input type="checkbox"/> UWORKS:			
Job Title: _____		Office: _____	Team: _____
Desktop User Name: _____			
<input type="checkbox"/> OTHER SPECIAL ACCESS: _____			
Special instructions/comments: _____			

USER INFORMATION (Complete All Fields)

Agency Name: _____

Effective Dates: Start Date: _____ End Date: _____

First Name: _____ Last Name: _____

Work Phone: _____ Organization Email: _____

Office Location: _____

Last 4 digits of SSN (leave blank if including a State EIN below): _____

☐ New/Re-instated ☐ Delete User ☐ Access Change

STATE AGENCIES (Complete All Fields)

State EIN: _____ Previous State Employment Logon ID: _____

Read the following Security Policy and sign the Agreement on page 2.

DWS COMPUTER SECURITY POLICY STATEMENT

Computer system resources and information of the Department of Workforce Services (DWS) are information technology assets of the State of Utah and must be protected. This includes protection from **unauthorized disclosure**, modification, or destruction, whether accidental or intentional.

Users of DWS computer systems are subject to all requirements and sanctions of Federal and State

Access to DWS computer systems is given on a need-to-know basis only. This is authorized only by certified owners of the specific system. Any unauthorized or improper use of the system, or providing access to others by disclosing access codes, passwords, and/or leaving active workstations unattended, may result in loss of access and prosecution under state and federal statutes.

Users granted access to DWS computer systems may access the information only for legitimate business purposes and must guard against improper use or disclosure of this information. Any information accessed through a DWS computer system is confidential.

Users are not allowed to access their own information or the information of family members or close acquaintances.

Information systems are monitored to detect inappropriate access and protect customer information. Access, including queries, are logged and stored. Ninety (90) days of user inactivity will result in termination of user access from the system.

Users must immediately report any suspicion or knowledge of any inappropriate access, misuse or disclosure of confidential information. Users who are aware of inappropriate access, compilation, distribution or misuse of confidential information and who fail to report it are subject to loss of access and civil and criminal sanctions, including fines and prosecution under state and federal statutes.

- I understand there are confidentiality regulations that govern DWS.
- I will only use the information for purposes specifically authorized in the contract or agreement between my agency and the Department of Workforce Services.
- I agree to comply with program confidentiality requirements specified in that contract or agreement.
- I understand **my** failure to safeguard confidential data may result in penalties, including fines, costs of prosecution, and imprisonment.

I have read and agree to all of the provisions outlined in this security policy statement.

USER SIGNATURE: /s/ DATE:

USER NAME (print):

SUPERVISOR NAME (print): _____ PHONE: _____

SUPERVISOR SIGNATURE: /s/ DATE:

****SUPERVISOR'S SIGNATURE IS ACKNOWLEDGING THIS INDIVIDUAL HAS BEEN TRAINED
IN DWS CONFIDENTIALITY AND NON-DISCLOSURE POLICIES****

*****Supervisors must notify the Contract Owner when a user's access to DWS computer systems must be removed because of termination, transfer, or other reasons.**

DWS Data Security Only:		Log ID: _____
DWS Contract Owner Initials		
(initial and email to DWS DATA SECURITY@utah.gov): _____		Date: _____
DWS Data Security Signature: <u> /s/ </u>		Date: _____
DWS Business Owner: _____		Date: _____

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.



ATTACHMENT C: WATER TYPE AGREEMENT

I. Water Type(s) provided (please check all that apply):

- ☐ Drinking Water
- ☐ Wastewater
- ☐ Stormwater
- ☐ Ground-water

DRAFT

PURPOSE OF ATTACHMENT:

On December 27, 2020, the Consolidated Appropriations Act, 2021 was signed into law. This authorizing legislation included funding in emergency spending to assist low-income households with water and wastewater bills. On March 11, 2021, additional funding was appropriated in the American Rescue Plan Act (ARP) of 2021 in emergency spending to assist low-income households with water and wastewater bills. Eligible households are defined as those meeting the criteria set forth in the Water Assistance Policy Manual (incorporated by reference as *Attachment D*), issued by the Utah DWS Department of Workforce Services, Water Assistance Program. This contract incorporates the requirements that must be met by WATER PROVIDERS as payments are made directly by DWS to WATER PROVIDERS.

SCOPE:

A. DWS will make payments directly to a WATER PROVIDER provided that:

1. WATER PROVIDER charges the household in WATER PROVIDER'S normal billing process.
2. WATER PROVIDER bills the household no more than the cost of the water/wastewater minus the cost of the payments received or expected from DWS.
3. WATER PROVIDER does not discriminate against or treat adversely any eligible household for any reason in relation to terms and conditions of service, sale, credit, delivery, or price, including service charges, reconnection charges and payment plan arrangements due to their participation in the water assistance program.

4. WATER PROVIDER agrees not to discontinue water service for at least 30 days after receiving verification of payment from DWS. Examples of valid water payment verifications will be available upon request from DWS.
5. WATER PROVIDER agrees to waive any security deposit billed to households approved for the Water Program. This does not apply to service initiation fees routinely charged by a WATER PROVIDER to both renters and owners alike as a condition of service.
6. WATER PROVIDER agrees to reconnect the client within 24 hours upon receiving verbal or written commitment of payment from DWS.

7. If a WATER PROVIDER is a utility regulated by the Public Service Commission of Utah, a WATER PROVIDER will supply energy in accordance with provisions of Utah residential Utility Service Regulation R746-200, as adopted by the Public Service Commission of Utah.

8. A WATER PROVIDER will ensure that payment by DWS is credited toward the household's water and wastewater costs.
9. If the water assistance benefit was paid in error or if fraud is determined, upon request, the WATER PROVIDER agrees to return the Water Assistance Benefit to DWS.

B. DWS will include a list of eligible households and amounts paid on behalf of households with each warrant paid to a WATER PROVIDER via the Water Vendor Portal.

C. CREDIT BALANCES

1. If a household discontinues service with a WATER PROVIDER, the WATER PROVIDER must return any water benefit credit remaining on the account to DWS with the Return Funds to State Form.
 - a. If the household opens a new water utility account for a Utah address, the WATER PROVIDER may transfer the remaining credit balance directly to the new WATER PROVIDER without notifying DWS.

- b. a WATER PROVIDER may not return credit balances directly to the client.

D. In the event a WATER PROVIDER erroneously returns funds to DWS, DWS shall remit such funds to the WATER PROVIDER within 30 days after a determination that such return was in error.

E. RELEASE OF INFORMATION:

1. The WATER PROVIDER named above is a Retail Water Provider who represents and warrants that it is authorized to receive payment from DWS on behalf of a customer determined by DWS under the Water Assistance Guidelines to be an eligible Water Assistance applicant. a WATER PROVIDER will, with reference to an eligible Water Assistance applicant:

- a. Upon verbal or written request from DWS, provide at no cost to DWS the eligible Water Assistance applicant's billing and usage history for the previous twelve (12) months. A WATER PROVIDER will transmit such billing history via electronic mail or facsimile by requested date each year.
- b. WATER PROVIDER agrees to provide relevant account information including account balance, utility number, and a copy of recent utility bills when requested by DWS.

DOMINION ENERGY

RESTRICTIVE COVENANT PURCHASE AND SALE AGREEMENT

This RESTRICTIVE COVENANT PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into and effective as of the date last executed (the “**Effective Date**”), by and between MAGNA WATER DISTRICT (the “**District**”), and QUESTAR GAS COMPANY, dba Dominion Energy Utah (“**Dominion Energy**”). The District and Dominion Energy may collectively be referred to herein as “**Parties**” or singularly as a “**Party**.”

RECITALS

- A. The District is the fee owner of real property located in Magna, Utah, County of Salt Lake, State of Utah, known as Salt Lake County Parcel Nos. 14-16-376-015-0000 and 14-16-376-013-0000, and more particularly described on **Exhibit A** attached hereto (the “**District Property**”).
- B. Dominion Energy wishes to obtain a restrictive covenant over portions of the District Property making up approximately 224,398 square feet as more particularly described on **Exhibit B** attached hereto (the “**Restricted Area**”) upon and subject to the terms and conditions set forth in this Agreement.
- C. The purpose of the restrictive covenant over the Restricted Area is to limit the type of buildings, uses, and number of people on areas of the District Property that may be subject to an overpressure event caused by Dominion Energy’s use of its neighboring or nearby facilities.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, Dominion Energy and the District agree as follows:

1. **PURCHASE PRICE:** Within five (5) business days of the Effective Date, Dominion Energy will pay the District a sum equal to Two Hundred and Two Thousand Nine Hundred Thirty One Dollars and Thirty Cents (\$202,931.30) (the “**Purchase Price**”) in immediately available funds via wire transfer, check, cashier’s check, or other payment method mutually agreed to by the Parties in writing.
2. **EXECUTION OF RESTRICTIVE COVENANTS:** Within five (5) business days of the date the District receives the Purchase Price and verifies that the funds have cleared, the District will execute and record the Restrictive Covenants Agreement attached as **Exhibit C** in the office of the Salt Lake County Recorder at its sole cost and expense.
3. **TERM:** This Agreement will become effective on the date that both Parties execute it and will be perpetual in duration until both Parties agree to terminate it in writing.
4. **ENTIRE AGREEMENT:** This Agreement and the Restrictive Covenants Agreement constitutes the entire agreement of the Parties and supersedes all prior oral or written agreements, communications, understandings, representations, or discussions between the Parties involving the issues that are the subject of this Agreement.

5. AMENDMENT: This Agreement cannot be extended, terminated, modified or amended except by written agreement signed by each of the Parties.

6. SEVERABILITY: If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

7. WARRANTY OF AUTHORITY: The individuals executing this Agreement on the behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

8. COUNTERPARTS: This Agreement may be executed in one or more counterparts each of which is an original of this Agreement and all of which, when taken together is the same agreement.

9. HEADINGS AND CAPTIONS: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision.

10. INCORPORATION OF RECITALS AND EXHIBITS: The recitals and exhibits contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

11. NO RELATIONSHIP: Nothing in this Agreement will be construed to create any partnership, joint venture or fiduciary relationship among the Parties.

12. NO THIRD-PARTY BENEFICIARY: Nothing in this Agreement, whether express or implied, will confer upon any person or entity other than the Parties and their respective successors and assigns any legal or equitable right, benefit, or remedy of any nature pursuant to this Agreement.

13. DRAFTING PARTY: The Parties represent and agree that they had full opportunity to review this Agreement with their respective legal counsel and that they accept the terms hereof. The rule that such an agreement is to be construed against its drafter does not apply to this Agreement.

14. NO WAIVER: Any Party's failure to enforce any provision of the Agreement will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder by the other Party will not be construed as a waiver of any succeeding breach of the same or other provisions.

15. SEVERABILITY: If any portion of the Agreement is held to be unenforceable, the remaining provisions hereof will continue in full force and effect.

16. DEFAULT, COSTS, AND ATTORNEYS' FEES:

a. Notice of Default: If any Party believes another Party is in default under any provision of this Agreement, that Party will first provide the other Party with a notice of default that outlines the default with specificity. The defaulting Party will then have 30 days from the date of the notice of default to cure or remedy the alleged default if not disputed. If the defaulting party disputes the notice of default, it will provide the other Party with a written notice that explains the reasons why the defaulting Party disputes the notice of default and the Parties will strive to resolve the dispute, subject to the dispute resolution provisions in Subparagraph 16(c). If the defaulting Party does not respond to the written notice of the default is not cured within the thirty (30) period, the non-defaulting Party will have the right to exercise all rights and remedies available at law and in equity, including injunctive relief and specific performance. In support of the latter remedy, the Parties acknowledge that their obligations under this Agreement are unique and defaults may not necessarily be compensated by purely monetary damages, in which case injunctive and equitable relief may be granted. All rights and remedies will also be cumulative.

b. Cure: Furthermore, the non-defaulting Party will have the right to cure the default on its own and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party will reimburse the non-defaulting Party for all documented costs and fees related to the cure of such default with fifteen (15) days following delivery to the defaulting Party of a written notice of such costs and fees together with reasonable supporting documentation.

c. Mediation: If the Parties are unable to resolve the dispute within 60 days of the date of the defaulting Party's notice disputing a notice of default under Subparagraph 16(a), and unless otherwise mutually agreed upon in writing, the Parties will submit the matter to formal mediation before any judicial action may be initiated thereon, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. The Parties will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith. If the Parties do not agree upon a mediator, each party will name a mediator and such two mediators will name a third mediator. The Parties will be bound to mediate the dispute with the third mediator. Each Party will be responsible for their own mediation costs and will split the cost of the mediator(s) between them by dividing the total costs of the mediator by the number of Parties involved.

d. Costs: If any Party defaults in the performance of any covenant or condition contained herein, the defaulting Party agrees to pay the costs and expenses, including reasonable attorneys' fees, that the non-defaulting Party incurs in enforcing this Agreement through litigation or otherwise.

e. Attorney's Fees: If this Agreement or any provision hereof will be enforced by an attorney retained by either Party hereto, whether by suit or otherwise, all costs incurred including court costs and reasonable attorney fees, and costs incurred upon appeal or in bankruptcy court, will be paid by the Party who breaches or defaults hereunder.

17. APPLICABLE LAW AND VENUE: This Agreement will be construed in accordance with the laws of the State of Utah, and any actions between the Parties arising out of the relationship contemplated by this Agreement will be brought in Salt Lake County, Utah.

18. GOVERNMENTAL IMMUNITY ACT OF UTAH: The Parties agree and understand that the District is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 *et. seq.* and that the District neither waives nor relinquishes any applicable provision or protection of that Act.

19. NECESSARY ACTS OF COOPERATION: The Parties will perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

20. NOTICES: All notices and other communications, required or permitted to be given as part of this Agreement will be in writing and will be deemed to have been duly given and delivered as of the date the notice is sent, if delivered by mail or email to the following, which Parties may change from time to time in writing:

Magna Water District
c/o Trevor Andra
PO Box 303
8885 West 3500 South
Magna, UT 84044-0303
trevor@magnawater.com

Questar Gas Company,
Attn: Brady Nowers
Dba Dominion Energy Utah
P.O. Box 45360, Right-of-Way
Salt Lake City, Utah 84145-0360
[EMAIL] brady.nowers@dominionenergy.com

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their respective officers on the date first above written.

[execution on following page]

QUESTAR GAS COMPANY

By: _____

Its: _____

MAGNA WATER DISTRICT

By: _____

Its: _____

DRAFT

THERMAL EASEMENTS

ZONE 2

14-16-376-015

MAGNA WATER COMPANY

A parcel of land shall be in the Southwest Quarter of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East Line of Alpha Street, said point being North 00°11'45" East 1,344.24 feet along the Section Line and perpendicularly South 89°48'15" East 1,350.02 feet from the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running

thence South 89°53'38" East 374.21 feet along the North Line of Magna Water Company property, Parcel No. 14-16-376-015,

thence West 403.37 feet along the arc of a 945.00 foot radius curve to the right (center bears North 32°56'37" West and the chord bears South 66°17'18" West 400.32 feet with a central angle of 24°25'49"),

thence North 00°05'33" East 142.27 feet along the East Line of Alpha Street to the Point of Beginning.

Contains 32,349 square feet or 0.743 acres.

ZONE 3

14-16-376-015 & 14-16-382-002

MAGNA WATER COMPANY

A parcel of land shall be in the Southwest Quarter of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the North Line of the Magna Water Company property, Parcel No. 14-16-376-015, said point being North 00°11'45" East 1,344.80 feet along the Section Line and perpendicularly South 89°48'15" East 1,724.83 feet from the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running

thence South 89°53'38" East 423.91 feet along the North Line of Magna Water Company property, Parcel No. 14-16-376-015 and 14-16-382-002,

thence Southwesterly 592.77 feet along the arc of a 1,232.00 foot radius curve to the right (center bears North 50°22'49" West and the chord bears South 61°18'34" West 510.65 feet with a central angle of 43°22'47") to the East Line of Alpha Street,

thence North 00°05'33" East 256.39 feet along the East Line of Alpha Street,

thence Easterly 403.37 feet along the arc of a 945.00 foot radius curve to the left (center bears North 68°29'43" West and the chord bears North 69°17'18" East 400.32 feet with a central angle of 24°25'49") to the Point of Beginning.

Contains 156,048 square feet or 4.501 acres.

ZONE 2

14-16-352-003

KENNECOTT UTAH COPPER LLC

A parcel of land shall be in the Southwest Quarter of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the North Line of Kennecott Utah Copper LLC property, Parcel No. 14-16-352-003, said point being North 00°11'45" East 1,342.52 feet along the Section Line and perpendicularly South 89°48'15" East 318.11 feet from the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running

thence South 89°53'38" East 567.29 feet along said North Line to the West Line of Alpha Street,

thence South 00°07'39" West 143.84 feet along the West Line of Alpha Street,

thence Westerly 38.93 feet along the arc of a 945.00 foot radius curve to the right (center bears North 04°30'51" West and the chord bears South 69°39'53" West 38.92 feet with a central angle of 02°21'27"),

thence North 89°53'47" West 453.12 feet,

thence Westerly 330.23 feet along the arc of a 945.00 foot radius curve to the right (center bears North 02°21'36" East and the chord bears North 77°38'22" West 328.56 feet with a central angle of 20°00'07"),

thence Northwesterly 174.13 feet along the arc of a 945.00 foot radius curve to the right (center bears North 22°21'29" East and the chord bears North 62°21'57" West 173.88 feet with a central angle of 10°32'45") to the West Line of said Parcel No. 14-16-352-003,

thence North 00°11'45" East 2.19 feet along the West Line of said Parcel No. 14-16-352-003 to the Point of Beginning.

Contains 122,644 square feet or 2.815 acres.

ZONE 3

14-16-352-003 & 14-16-355-001

KENNECOTT UTAH COPPER LLC

A parcel of land shall be in the Southwest Quarter of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East Line of 8000 West Street, said point also being North 00°11'45" East 1,342.53 feet along the Section Line and perpendicularly South 89°48'15" East 138.11 feet from the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running

thence Southwesterly 174.13 feet along the arc of a 945.00 foot radius curve to the left (center bears North 32°54'26" East and the chord bears South 62°21'57" East 173.88 feet with a central angle of 10°32'45"),

thence Easterly 330.23 feet along the arc of a 945.00 foot radius curve to the left (center bears North 22°21'39" East and the chord bears South 77°38'22" East 328.56 feet with a central angle of 20°00'07"),

thence South 89°53'47" East 453.12 feet,

thence Easterly 38.93 feet along the arc of a 945.00 foot radius curve to the left (center bears North 02°09'23" West and the chord bears North 69°39'53" East 38.92 feet with a central angle of 02°21'27") to the West Line of Alpha Street,

thence South 00°07'39" West 256.22 feet along the West Line of Alpha Street,

thence Westerly 38.79 feet along the arc of a 1,232.00 foot radius curve to the right (center bears North 03°56'27" West and the chord bears South 62°54'47" West 38.79 feet with a central angle of 01°48'14"),

thence North 89°53'47" West 453.12 feet,

thence Westerly 705.23 feet along the arc of a 1,232.00 foot radius curve to the right (center bears North 02°20'29" East and the chord bears North 71°19'38" West 695.54 feet with a central angle of 32°40'52"),

thence South 89°54'21" East 183.54 feet to the West line of said Parcel No. 14-16-352-003,

thence North 00°11'45" East 65.90 feet along the West line of said Parcel No. 14-16-352-003,

thence North 89°53'06" West 269.43 feet,

thence North 89°29'49" West 20.54 feet,

thence North 00°11'45" East 123.71 feet,

thence South 89°53'22" East 285.11 feet to the West line of said Parcel No. 14-16-352-003,

thence North 00°11'45" East 13.80 feet along the West line of said Parcel No. 14-16-352-003 to the Point of Beginning.

Contains 341,544 square feet or 7.841 acres.

ZONE 3

14-17-200-001

KENNECOTT UTAH COPPER LLC

A parcel of land shall be in the Southwest Quarter of Section 17, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the West Line of the C-7 Ditch, said point being North 00°11'45" East 1,355.51 feet along the Section Line and North 89°48'15" West 1,20.08 feet from the Southwest Corner of Section 16, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running

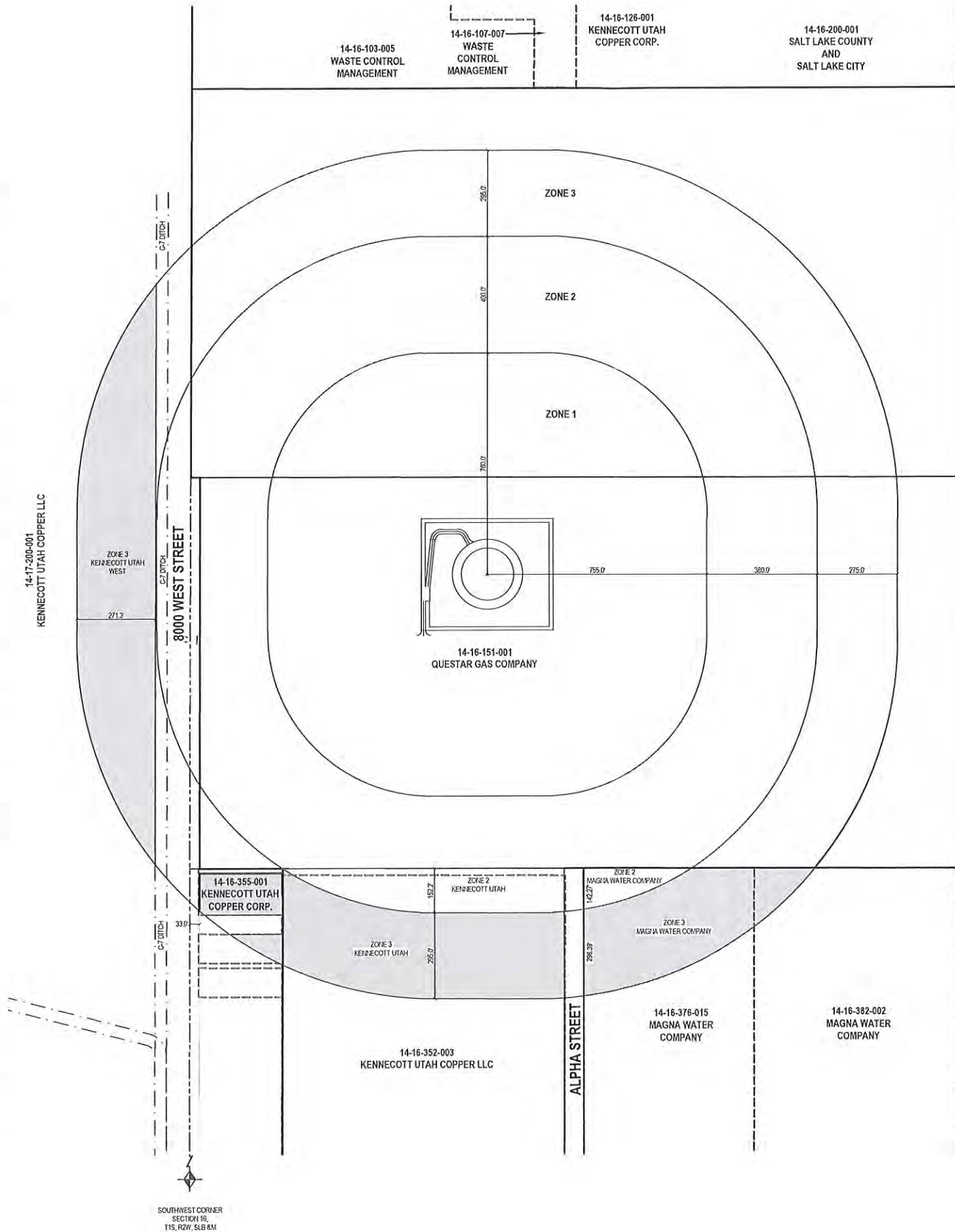
thence Northerly 654.68 feet along the arc of a 1,232.00 foot radius curve to the right (center bears North 51°24'24" East and the chord bears North 18°29'13" West 647.04 feet with a central angle of 40°12'47"),

thence North 00°06'40" East 383.06 feet,

thence Northerly 668.13 feet along the arc of a 1,232.00 foot radius curve to the right (center bears North 53°30'18" East and the chord bears North 18°48'54" East 651.22 feet with a central angle of 40°29'13") to the West Line of the C-7 Ditch,

thence South 00°11'32" West 1,992.14 feet along the West Line of the C-7 Ditch to the Point of Beginning.

Contains 408,480 square feet or 9.377 acres.



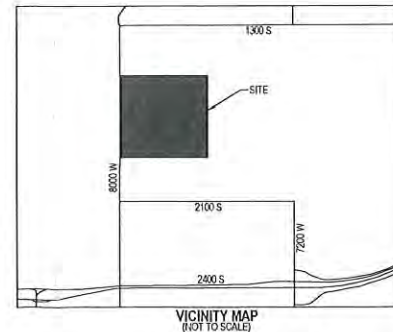
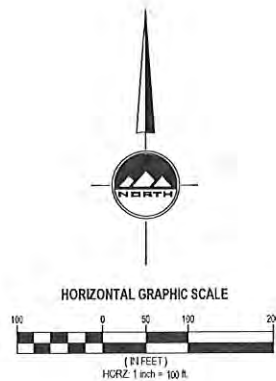
Restrictive Covenant Agreement
 Exhibit A, B, C and D.

Zone 2 is the Building Restriction
 Zone.

Zone 3 is the Outdoor Assembly
 Restriction Zone.

14-16-200-007
 KENNECOTT UTAH
 COPPER CORP.

14-16-400-029
 CENTRAL VALLEY
 WATER
 RECLAMATION
 FACILITY



LOCATED IN THE WEST HALF
 OF SECTION 16
 TOWNSHIP 1 SOUTH, RANGE 2 WEST
 SALT LAKE BASE AND MERIDIAN
 MAGNA, SALT LAKE COUNTY, UTAH



SALT LAKE CITY
 45 W. 10000 S., Suite 500
 Sandy, UT 84070
 Phone: 801.255.0529

LAYTON
 Phone: 801.547.1100

TOOELE
 Phone: 435.843.3590

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

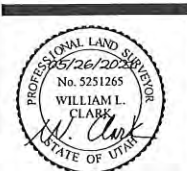
WWW.ENSIGNENG.COM

FOR:
 BOWTICH ENERGY QUESTAR CORPORATION

CONTACT:

PHONE:

**MAGNA LNG SITE - THERMAL RADIATION
 RESTRICTIVE COVENANT AREAS**
 1731 SOUTH 8000 WEST
 MAGNA, UTAH



**RESTRICTIVE
 COVENANT
 AREAS**

PROJECT NUMBER: 9655
 PROJECT DATE: 5/29/2020
 DRAWN BY: B. HANDEL
 CHECKED BY: B. CLARK
 PROJECT MANAGER: B. CLARK

1 OF 1

WHEN RECORDED MAIL TO:

Questar Gas Company,
Dba Dominion Energy Utah
P.O. Box 45360, Right-of-Way
Salt Lake City, Utah 84145-0360

Space above for County Recorder's Use
Tax Parcel Id No.s: 14-16-376-015-0000
14-16-376-013-0000

RESTRICTIVE COVENANTS AGREEMENT

This RESTRICTIVE COVENANTS AGREEMENT (this “**Agreement**”) dated _____ 2021 (“**Effective Date**”), is among Questar Gas Company, doing business as Dominion Energy Utah, a Utah corporation (“**Dominion Energy**”), and MAGNA WATER DISTRICT, a local district and political subdivision of the State of Utah, (“**Magna Water**”). Dominion Energy and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

Recitals

A. Dominion Energy is the owner of that certain parcel of real property located at approximately 1731 South 8000 West, in Salt Lake County, and referred to as parcel Id. No. 14-16-151-001 and more fully described on Exhibit A, attached hereto and incorporated by this reference (the “**Dominion Property**”).

B. Owner is the owner of that certain parcel of real property located at approximately [Insert address], in Salt Lake County, and referred to as Parcel Id. No's: 14-16-376-015-0000, and 14-16-376-013-0000. and more fully described on Exhibit B, attached hereto and incorporated by this referenced (the “**Owner Property**”).

C. Dominion Energy has begun construction on a liquified natural gas storage facility where natural gas is cooled to the point of liquefaction and then stored in a cryogenic holding tank (the “**LNG Facility**”) and will operate the LNG Facility on the Dominion Property upon completion. The primary purpose of the LNG Facility is to mitigate natural gas curtailments in the Salt Lake valley by supplementing supplies in the even of a shortfall caused by a disaster or severe weather.

D. Dominion Energy desires to ensure that certain actions on portions of the Owner Property are prohibited so long as the Dominion Property is being used to operate the LNG Facility and Owner has agreed in exchange for valuable consideration to prevent certain uses in perpetuity according to the terms of this Agreement.

Covenants

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Restrictions on Buildings or Structures.** The area identified on Exhibit C is a portion of the Owner Property and shall be referred to as the “**Building Restriction Zone**” and shall be subject to the following restrictions:

- a. No permanent or temporary buildings, trailers, tents, or structures used for educational institutions, health care facilities, detention facilities, correctional facilities, residential purposes, or a special amusement building that contains a device or system that conveys passengers or provides a walkway along, around, or over a course that is not readily apparent due to visual or audio distraction or where egress is intentionally confusing such as an escape room or maze, may be placed or built on the portions of the Owner Property located within the Building Restriction Zone. All other buildings or structures, whether temporary or permanent, not included in the foregoing are permitted within the Building Restriction Zone. Groups of fifty (50) or more persons shall not be allowed to congregate, gather, or assemble; and
- b. Permanent or temporary buildings for purposes not described in Section 1(a) or Section 1(b) above, including but not limited to, sheds, storage, and warehouses, are permitted within the Building Restriction Zone.

2. **Restrictions on Outdoor Assembly.** The area identified on Exhibit D is a portion of the Owner Property and shall be referred to as the “**Outdoor Assembly Restriction Zone**” and shall be subject to the following restrictions:

- a. Groups of fifty (50) or more persons shall not be allowed to congregate, gather, or assemble; and
- b. Building types are not restricted in the Outdoor Assembly Restriction Zone, and permanent or temporary buildings or structures for any purpose may be constructed within the Outdoor Assembly Restriction Zone.

3. **Covenants Run With the Land.** The rights and obligations granted or created in this Agreement are appurtenances to the Dominion Property and the Owner Property (individually a “**Restriction Property**” and collectively the “**Restriction Properties**”) and none of the rights or obligations may be transferred, assigned, or encumbered, except as an appurtenance to the Restriction Properties. Each of the rights contained in this Agreement (whether affirmative or negative in nature) (i) constitute covenants running with the land; (ii) bind every person having a fee, leasehold, or other interest in any portion of the Restriction Properties at any time or from time-to-time, including an ownership right or any lease, sublease, assignment, license, easement, or other similar agreement; (iii) inure to the benefit of and are binding upon the owners of the Restriction Properties and their respective successors and assigns as to their respective Restriction Property, or portion thereof; and (iv) create mutual, equitable servitudes upon each Restriction Property in favor of the other Restriction Properties. For the purposes of this Agreement, the

Restriction Property or Restriction Properties benefited by the rights granted in this Agreement constitutes the dominant estate, and the Restriction Property or Restriction Properties burdened by the rights granted in this Agreement constitutes the servient estate.

4. **Access by Dominion Energy.** Dominion Energy, after reasonable notice to Magna Water, or Magna Water's successor in interest, and at reasonable intervals during regular business hours, shall be allowed to enter the Building Restriction Zone and Outdoor Assembly Restriction Zone to verify compliance with the terms of this Agreement. Notwithstanding the foregoing, in cases of emergency, Dominion Energy may enter the Building Restriction Zone and Outdoor Assembly Restriction Zone to conduct tests, monitor for natural gas, or otherwise mitigate the effects or impact of an emergency, provided that within a reasonable period of time after such emergency access Dominion Energy provides notice to the landowner.

5. **Default.** In the event any Party fails to perform any provision of this Agreement, that failure will constitute a default and any other Party may thereafter institute legal action against the defaulting Party for specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law.

6. **Notices.** Any notice or demand to be given by a Party to another Party must be given in writing by personal delivery; electronic transmittal (with a duplicate copy also given by any other delivery method permitted); express mail, FedEx, UPS, or any other similar form of delivery service that keeps delivery receipts; or United States mail, postage prepaid, certified and return receipt requested, and addressed to that Party at the address at which that Party receives property tax notices, or at the address designated by such Party for service of process in the State of Utah. Any notice will be deemed to have been given, and will be effective, on delivery to the notice address then applicable for the Party to which the notice is directed.

7. **Injunctive Relief.** In the event of any violation or threatened violation of this Agreement, any Party has the right to enjoin that violation or threatened violation in court. The right of injunction is in addition to all other remedies set forth in this Agreement or provided by law or in equity.

8. **Breach Will Not Permit Termination.** No breach of this Agreement will entitle a Party to terminate this Agreement, but that limitation does not affect in any manner any other rights or remedies which a Party may have by reason of any breach of this Agreement.

9. **Time is of the Essence.** Time is of the essence with respect to the performance by the Parties of this Agreement.

10. **Governing Law.** This Agreement is governed by the laws of the State of Utah.

11. **Successors and Assigns; Covenants to Enforce.** This Agreement is binding upon and inures to the benefit of Dominion Energy and Owner and their respective successors and assigns as owners of the properties encumbered by this Agreement.

12. **Captions; Interpretation.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. All Exhibits referenced in and attached to this Agreement are

incorporated in this Agreement. Unless otherwise specifically indicated, any references in this Agreement to paragraphs are to paragraphs in this Agreement.

13. **Further Assurances.** Each Party will use reasonable commercial efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated by this Agreement and will execute and deliver all further documents as may be reasonably requested by the other Party in order to fully carry out the transactions contemplated by this Agreement.

14. **Counterparts.** This Agreement may be executed in counterpart originals.

15. **Waiver.** Failure of any Party to exercise any right under this Agreement or to insist upon strict compliance with regard to any provision of this Agreement, will not constitute a waiver of that Party's right to exercise that right or to demand strict compliance with this Agreement.

16. **Severability.** The invalidity or unenforceability of a particular provision of this Agreement does not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

17. **Construction.** The Parties acknowledge that (i) each Party is of equal bargaining strength; (ii) each Party has actively participated in the drafting, preparation, and negotiation of this Agreement; (iii) each Party has consulted with its own independent counsel, and those other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Agreement; (iv) each Party and its counsel and advisors have reviewed this Agreement; (v) each Party has agreed to enter into this Agreement following that review and the rendering of that advice; and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Parties does not apply in the interpretation of this Agreement.

18. **Relationship of Parties.** This Agreement will not be deemed or construed, either by the Parties or by any third-party, to create the relationship of principal and agent or create any partnership, joint venture, or other association between the Parties.

19. **Authorization.** Each individual executing this Agreement represents that they have been duly authorized to execute and deliver this Agreement in the capacity and for the entity for whom that individual signs.

20. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the matters addressed in this Agreement and cannot be amended except pursuant to an instrument in writing signed by the Parties.

21. **Recording.** This Agreement shall be recorded in the official records of the Salt Lake County Recorder against the Dominion Property and the Owner Property.

[Signatures and Acknowledgements on Following Pages]

DOMINION ENERGY SIGNATURE PAGE TO RESTRICTIVE COVENANTS AGREEMENT

THIS AGREEMENT has been signed to be effective as of the Effective Date first written above.

Questar Gas Company, dba
Dominion Energy Utah

By:
Its:

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____
2021, by _____, the _____ of Questar Gas Company, dba
Dominion Energy Utah, a Utah corporation.

NOTARY PUBLIC

OWNER SIGNATURE PAGE TO RESTRICTIVE COVENANTS AGREEMENT

THIS AGREEMENT has been signed to be effective as of the Effective Date first written above.

MAGNA WATER COMPANY

By:

Its:

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____
2021, by _____, the _____ of _____ a
_____.

NOTARY PUBLIC

Exhibit A
(Dominion Property)

Exhibit B
(Owner Property)

Exhibit C
(Building Restriction Zone)

Exhibit D
(Outdoor Assembly Restriction Zone)

Dominion Energy Utah Dominion Energy Wyoming Dominion Energy Idaho
Property & Right-of-Way
1140 West 200 South, Salt Lake City, UT 84104
Mailing Address:
P.O. Box 45360, Salt Lake City, UT 84145-0360
DominionEnergy.com



August 25, 2021

Magna Water District
Mr. Clint Dilley, General Manager
8885 W. 3500 South
Magna, Utah 84044

RE: Letter of Intent

Dear Mr. Dilley:

This letter sets forth the terms discussed by Questar Gas Company, dba Dominion Energy Utah ("Dominion Energy") and Magna Water District (the "District") in connection with the District's interest in a future arrangement where it would obtain rights to construct facilities on a portion of property currently owned by Dominion Energy (the "Proposal"). This letter is (a) intended only to outline the potential terms of the Proposal, (b) is subject to Dominion Energy and the District agreeing upon definitive documents finalizing the specific terms of the Proposal ("Definitive Agreements"), and (c) final approval of the respective management and/or boards of the Parties. Dominion Energy and the District may be referred to herein individually as a "Party" or collectively as the "Parties."

Dominion Energy is the owner of certain real property located at approximately 1731 South 8000 West, in Salt Lake County, Utah, and referred to as parcel Id. No. 14-16-151-001 (the "Dominion Property"). The District desires to obtain the right to construct and operate settling ponds and related equipment that shall not include buildings or occupation by any persons ("Ponds") within the southeast corner of the Dominion Property as more shown on Exhibit A, attached hereto.

Dominion Energy may choose to grant District rights to construct the Ponds, in Dominion Energy's sole discretion, by a transfer of fee ownership. Dominion Energy reserves the right to (a) restrict all uses of any portion of the Property covered by the Definitive Agreements to ensure any and all regulatory compliance required for Dominion Energy's operation of its liquified natural gas facilities on the Property, (b) refuse to grant any rights to District for the Ponds, if Dominion Energy determines, in Dominion Energy's sole and absolute discretion, that to grant the rights would interfere in any way with Dominion Energy's desired uses for the Property, including but not limited to Federal or State Government regulatory requirements for operation of LNG Facilities, zoning, environmental, or increased costs for such uses.

This letter represents generally the mutual intent of the Parties with respect to the Proposal. Except as expressly set forth and incorporated into the Definitive Agreements, the terms hereof shall not be binding on either Party, nor shall either Party have District or Dominion Energy, nor shall either Party have any liability to the other with respect hereto or any obligation to proceed with any portion of the Proposal described herein or matters related to negotiating the same.

If this letter is consistent with your understanding of the discussions had between the Parties, please sign and return a copy of this letter to me at your earliest convenience.

Sincerely,

Michael Gill
Director of Engineering and Project Management
Dominion Energy Utah

Magna Water District

Agreed and Accepted as of July ____, 2021:

By:

Its:

UASD MEMBERSHIP

EXECUTIVE COMMITTEE

CHAIR

MARK T. BECRAFT
381 North 3150 West
West Point, UT 84015
801-525-2850

FIRST VICE CHAIR

COREY CRAM
533 East Waterworks Drive
St. George, UT 84770
435-673-3617

SECOND VICE CHAIR

JEFF RICHENS
265 South Fairgrounds Road
Price, UT 84501
435-637-6350

PAST CHAIR

DEL BARNEY
736 Bitner Road
Park City, UT 84098

TREASURER

CLINT JENSEN
801-209-4533

SECRETARY

HEATHER ANDERSON
310-404-9966

GENERAL COUNSEL

MARK H. ANDERSON
215 South State St, Ste 1200
Salt Lake City, UT 84111-2323
801-531-8900



UTAH ASSOCIATION OF SPECIAL DISTRICTS

LeGrand W. Bitter, Executive Director

1272 West 2700 South, Syracuse, Utah 84075

Phone 801-725-1312, Office 801-614-0405

e-mail: uasd@uasd.org • web site: www.uasd.org

August 9, 2021

Magna Water District

P O Box 303

Magna, UT 84044

Re: UASD 2022 Membership

Thank you for your support during this past year! As a result, the UASD has been able to develop and retain the resources, manpower, relationships, and legal expertise to represent your best interests.

Tireless efforts are invested in the legislative process to represent the interests of local and special service districts in Utah and the citizens whom they serve. We continue to develop and improve up-to-date training resources, the UASD website, useful templates, and other valuable tools to support you in the important services that you provide to the public. With our friends in other states, the NSDC (National Special Districts Coalition) has been created, providing valuable representation for Districts in Washington D.C. We appreciate the opportunity to serve you and your district's needs.

It is increasingly important that we stand together in furthering the cause of districts. Important legislative issues continue to face districts. New issues continually arise. Protecting your interests requires a vigilant legislative effort. Thank you for your continued financial support. Please find enclosed an invoice, along with a 2022 dues schedule for your membership dues calculation.

Thank you once again for the privilege of serving you. If you have any questions, please contact me or LeGrand Bitter.

Sincerely,

Mark T. Becraft
Chair

Enclosures

BOARD OF TRUSTEES

RODNEY BANKS
Weber

KERRY EPPICH
Salt Lake

CHRIS FINLINSON
Utah/Duchesne
Juab/Salt Lake/Sanpete
Uintah/Wasatch

TAGE FLINT
Weber/Davis
Morgan/Summit

PAMELA GILL
Salt Lake

BETH HOLBROOK
Weber/Salt Lake/Utah
Davis/Box Elder
Tooele/Summit

JILL JONES
Davis

RYAN LUSTY
Magna

ROBIN O'DRISCOLL
Uintah

DONALD G. RUSSELL
Salt Lake

CRAIG WHITE
Salt Lake

EX-OFFICIO MEMBERS

JOHNATHAN WARD
Salt Lake

JIM BURR
Salt Lake

DAVID B. HARTVIGSEN
Salt Lake

RANDALL M. LARSEN
Salt Lake

DAVID M. ROBERTSON
Salt Lake

INVOICE



1272 West 2700 South
Syracuse, UT 84075

Invoice Date:
August 9, 2021

BILL TO:

Magna Water District
P O Box 303
Magna , UT 84044

Description	Amount
Membership Dues for the year ending December 31, 2022.	\$ <u>9,761.00</u>
<p>Please refer to the enclosed Membership Information Sheet for the appropriate dues amount from the 2022 Dues Schedule on page 2 of the information sheet.</p> <p>Please note that the district budget amount used for the determination of dues DOES NOT INCLUDE:</p> <ol style="list-style-type: none">1) Funds designated for the payment of principle and interest on long-term debt.2) Funds designated for major capital expenditures. (i.e. Capital Budget)3) Budget expense for funding depreciation.	

Thank You

UASD REPRESENTATIVES



UTAH ASSOCIATION OF SPECIAL DISTRICTS

UASD MEMBERSHIP INFORMATION SHEET

DISTRICT NAME: Magna Water District

STREET ADDRESS: 8885 W 3500 S, Magna, UT 84044

MAILING ADDRESS: (If different from street address) P.O. Box 303

CITY: Magna ZIP: 84044 EMAIL: leisle@magnawater.com

PHONE: 801-250-2118 FAX: 801-250-1452 WEBSITE: magnawater.com

MAIN CONTACT: Clint Dilley TITLE: General Manager

SERVICES PROVIDED (Please check all that apply):

- ☐ AMBULANCE
- ☐ ANIMAL CONTROL
- ☐ CARE CENTER
- ☐ CEMETERY
- ☐ CONVENTION
- ☐ DRAINAGE
- ☐ ELECTRIC
- ☐ EMERGENCY SERVICES
- ☐ EROSION CONTROL
- ☐ FIRE PROTECTION
- ☐ FLOOD CONTROL

- ☐ HEALTH CARE/HOSPITAL
- ☒ IRRIGATION
- ☐ LAW ENFORCEMENT
- ☐ LIGHTING
- ☐ MOSQUITO
- ☐ MUNICIPAL SERVICES
- ☐ MUSEUM
- ☐ PARKS
- ☐ PUBLIC TRANSIT
- ☐ RECREATION
- ☐ ROAD MAINTENANCE

- ☐ RODEO
- ☐ SANITATION
- ☒ SEWER
- ☐ SOIL CONSERVATION
- ☒ SOLID WASTE
- ☐ TRANSPORTATION
- ☒ WATER
- ☐ 911 DISPATCH
- ☐ OTHER _____

Please provide a list of management, staff and board members who wish to receive legislative updates, UASD news and other key information by email.

(email address is necessary to receive important updates and information via email.)

General Manager:	<u>Clint Dilley</u>	<u>801-250-2118</u>	<u>clintd@magnawater.com</u>
	Full Name	Phone	Email address
Water Operations	<u>Raymond Mondragon</u>	<u>801-250-2118</u>	<u>raymond@magnawater.com</u>
Manager	Full Name	Phone	Email address
Wastewater Operations	<u>Dallas Henline</u>	<u>801-250-2118</u>	<u>dallas@magnawater.com</u>
Manager	Full Name	Phone	Email address

OVER



Board of Representatives
Member Appointment

As a member of the UASD, each district has the right to appoint one member, as well as an alternate (if the member is absent) to serve on the UASD Board of Representatives. As a member of the Board of Representatives, this individual is authorized by the Bylaws to vote on all items of business raised at the Annual Meeting of the Association held each year. The appointment of a Member and Alternate should be made by resolution of each district board.

Name of Member appointed to the UASD Board of Representatives: Clint Dilley

Name of Alternate Member appointed to the UASD Board of Representatives: Mick Sudbury

Date Member and Alternate were appointed by the District Board: _____

Signature of Person supplying information: John Fitzgerald Title: Controller

UASD 2022 ANNUAL MEMBERSHIP DUES SCHEDULE

<u>Annual Operating Budget</u>	<u>Annual Dues</u>
\$ 1 - 99,999	\$ 79
\$ 100,000 - 499,999	\$ 418
\$ 500,000 - 999,999	\$ 1046
\$ 1,000,000 - 1,499,999	\$ 1,571
\$ 1,500,000 - 1,999,999	\$ 2,091
\$ 2,000,000 - 2,499,999	\$ 2,792
\$ 2,500,000 - 2,999,999	\$ 3,484
\$ 3,000,000 - 3,499,999	\$ 4,182
\$ 3,500,000 - 3,999,999	\$ 4,888
\$ 4,000,000 - 4,499,999	\$ 5,584
\$ 4,500,000 - 4,999,999	\$ 6,281
\$ 5,000,000 - 5,499,999	\$ 6,974
\$ 5,500,000 - 5,999,999	\$ 7,668
\$ 6,000,000 - 6,499,999	\$ 8,363
\$ 6,500,000 - 6,999,999	\$ 9,059
\$ 7,000,000 - 7,999,999	\$ 9,761
\$ 8,000,000 - 8,999,999	\$ 10,464
\$ 9,000,000 - 14,999,999	\$ 11,386
\$ 15,000,000 - 29,999,999	\$ 12,586
\$ 30,000,000 - 49,999,999	\$ 13,786
\$ 50,000,000 - 69,999,999	\$ 14,986
\$ 70,000,000 - 99,999,999	\$ 16,186
\$ 100,000,000 +	\$ 17,386

(FOR UASD DUES PURPOSES, TOTAL OPERATING BUDGET DOES NOT INCLUDE FUNDS DESIGNATED FOR THE PAYMENT OF PRINCIPAL AND INTEREST, PAYMENTS ON LONG-TERM DEBT, OR FUNDS DESIGNATED FOR MAJOR CAPITAL EXPENDITURES.)

	ANNUAL OPERATING BUDGET	TOTAL ANNUAL DUES
ANNUAL DUES CALCULATION	\$	\$ 9,761
Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover <input type="checkbox"/> Other		
Name on Card:	Card Number:	
Authorized Signature:	Security Code:	
Email address to receive receipt:	Expiration Date:	
Credit Card Billing Address:		
Please enclose a check or credit-card information with this form and return to the UASD		

Utah Association of Special Districts

**ENCLOSED
TRALER**

TRAILER SPECS

7x12 Pewter Enclosed Trailer

Ramp Door

4 D-Rings

Tandem Axle

12v Interior Dome Light

Wood Decking

24 in Cross members

E-Z Lube Hubs

Price: \$6399



WWTP INFLUENT PROJ



MASTER SERVICES AGREEMENT TASK ORDER

Attached to and forming part of the MASTER AGREEMENT

BETWEEN:

MAGNA WATER DISTRICT

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: September 13, 2021

This TASK ORDER is issued under the **MASTER SERVICES AGREEMENT** (dated November 1, 2018) between STANTEC CONSULTING SERVICES INC. ("STANTEC") and MAGNA WATER DISTRICT ("CLIENT") for Services to be provided by STANTEC on the Magna Water District, Wastewater Treatment Plant, Influent Project - Phase 1 project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement.

The CLIENT's representative shall be: Clint Diley, PE, General Manager.

SERVICES: STANTEC shall perform the following SERVICES:

As outlined in the attached WWTP Influent Project - Phase 1, Fee Proposal, Dated 9/1/2021

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: September 13, 2021

Estimated Completion Date: December 31, 2021

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Lump sum, fixed fee amount of \$70,000.00

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to this Task Order adjusting the Contract Services Time and Price as required.

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

No additional conditions.



MASTER SERVICES AGREEMENT - TASK ORDER

Page 2

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

No additional attachments.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

MAGNA WATER DISTRICT

Clint Diley, P.E.
General Manager

Print Name and Title

Per: _____

STANTEC CONSULTING SERVICES INC.

Clint Rogers, P.E.
Vice President
Regional Business Leader, US Mountain, Water

Print Name and Title

Per: _____


WWTP Influent Project - Phase 1

Fee Proposal

Background:

The Magna Water District (MWD) owns and operates a wastewater treatment plant (WWTP) that receives flow from two trunk sewers from the east and west sides of the MWD collection area, respectively. The west trunk sewer flows into an older headworks that is no longer used for treatment, and as a result flows must be diverted to a box in the yard and conveyed to the newer East Headworks for treatment. The east trunk sewer flows into this same yard box and also enters the East Headworks for treatment. The purposes of this study are to identify a preferred alternative for a new wet well and pumpstation for lifting all influent flows into the East Headworks, improve hydraulics of influent piping, relocate grit washing equipment out of the West Headworks, and abandon the West Headworks completely.

Stantec Consulting, Inc. (Stantec) has teamed with Bowen Collins and Associates, Inc. (BC&A) to prepare a scope and fee for the proposed WWTP Influent Project.

General Assumption:

The following scope of work is for a pre-design report for Phase I of the project. It is anticipated that a scope of work for Phase II (design and bidding services) and Phase III (construction support) will follow selection of a preferred influent project alternative. Additional assumptions for the work include:

- Meetings held in person unless otherwise noted herein.
- Pre-design report concepts and calculations will be conducted based on existing record drawings, survey and geotechnical work will be performed as part of Phase II to expedite report needed for MWD budgeting.
- All critical calculations and deliverables will be reviewed by qualified independent reviewers.
- MWD reviews are to be completed within two weeks.

Objectives:

For the Phase I Evaluation, the Stantec Team will:

- Study the existing WWTP influent box, process hydraulics, East Headworks capacity, and planned future expansion to determine the best influent structure option.
- Develop a pre-design report that provides a recommended influent pumping concept and estimate of total project cost.
- If budgets allow, consider other needed wastewater facility improvements.

Task 1: Project Management

The project management and coordination work will include:

Progress Reporting Meetings – The Stantec Team will coordinate monthly Progress Meetings and keep MWD advised of the status of the Phase 1. The meetings are expected to be virtual, averaging 60 minutes in duration with agendas prior to the meetings and notes distributed within two working days after the meeting. These updates may be combined with technical workshops.

Internal Team Coordination – The Stantec Team will participate in bi-weekly internal meetings with the evaluation team including coordination with subconsultant(s) and design leads to coordinate discipline status, identify risks, and provide a forum for issues or questions that need to be communicated or coordinated with the MWD or that need further attention within the design team.

Progress Tracking and Reporting – The Stantec Team will prepare and maintain tracking tools for monthly reporting and invoicing for reporting to the MWD. The invoicing will include monthly status updates of percent complete against the lump sum, fixed fee as identified in the agreement.

Assumptions:

- Effort includes coordinating with subconsultant(s) and managing associated invoices.
- Invoicing will be performed monthly unless otherwise communicated.
- Technical review meetings and workshops are not part of this task.
- Progress reporting meetings with the MWD are assumed to be virtual unless otherwise noted.

Deliverables:

- Monthly Invoices and Progress Report

Task 2: Data Gathering, Project Kickoff, and Basis of Design

The effort in this task includes data gathering, a project kick-off meeting, and establishing the basis of design.

Data Gathering – The Stantec Team will collect and review all pertinent data including record drawings, geotechnical data, survey, population, and plant operational data. This collection will also include requests from the MWD to provide any information needed for the development of the preliminary engineering effort. Data collected will be summarized and discussed at the Project Kickoff Meeting.

Project Kickoff Meeting and Basis of Design – The Stantec Team will coordinate and facilitate a four-hour project kickoff meeting. The effort will include a two-hour site visit to examine existing systems, gather equipment information, and compile operational experience and concerns. The site visit will be followed by a two-hour meeting to establish influent flow targets and objectives that will serve as the basis of design. Additionally, the Stantec Team present an overview of options to be reviewed for influent pumping, yard piping, grit classification, and other needed improvements.

Assumptions:

- The Stantec Team shall be entitled to reasonably rely upon the information and data provided by MWD through record drawings, past studies, and operational data for Phase I of this study without independent verification except to the extent such verification is expressly included herein.
- Phase II will include survey and geotechnical evaluations specific to this project.

- Kick-off session to be attended by up to six (6) Stantec Team members.

Deliverables:

- Project Kickoff Meeting Minutes

Task 3: Influent Pumping Evaluation

The Stantec Team will evaluate the existing wet well and submersible pumps in the East Headworks and identify and concerns with capacity, operations and maintenance (O&M), and/or reliability. In addition to the existing or status quo alternative, the following new influent pumping alternatives will be evaluated:

- A new wet well with dry pit pumps
- A new wet well with screw pumps

For each alternative, the Stantec Team will prepare graphics that show a building layout (simple plan and section), a site plan showing the location of the pump station, an electrical needs, and the locations of flow measurement, influent sampling (consider sampling locations for east, west, and combined influent flows), and any recommended yard piping improvements. Capital, O&M, and life cycle cost estimates will be developed for each alternative as well as for any recommended improvements to the existing wet well.

Influent Pumping Alternatives Workshop – The Stantec Team will present the results of the influent pumping alternatives evaluation in a workshop with MWD operations and management staff with the objective of selecting a recommended alternative.

Assumptions:

- Workshop is expected to be two hours. Up to two team members will attend in-person while up to two others will attend virtually. Agenda and notes will be distributed before and after the meeting.
- Flow projections will be based on Master Plan Projections.
- No field will be performed as part of this project (Survey or Geotechnical investigation).
- The costs estimates or Opinions of Probable Construction Cost (OPCC) will be Class 5 estimates. A Class 5 OPCC is generally prepared based on very limited information, and subsequently has wide accuracy ranges. The typical accuracy ranges are -20% to -50% on the low side, and +30% to +100% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. Class 5 costing is typically used for assessing initial project viability, analysis of alternates, or long-range planning.

Deliverables:

- Workshop and Meeting Agenda and Notes

Task 4: Headworks Evaluation

The Stantec Team will evaluate the existing East Headworks and existing equipment therein and identify and concerns with capacity, O&M, and/or reliability for both current and future flows. As part of this evaluation the grit classification system that is currently in the West Headworks needs to be relocated. The Stantec team will consider the following option for grit classification. The evaluation will consider one existing classifier and one new redundant classifier.

- A new structure for grit classification to west of the existing East Headworks

Stantec Team will prepare graphics that show a building layout (simple plan and section), a site plan showing the location of the grit classification equipment, electrical needs, and recommended yard piping improvements. Capital, O&M, and life cycle cost estimates will be developed for each alternative.

Headworks and Grit Classification Evaluation Workshop – The Stantec Team will present the results of the grit classification evaluation in a workshop with MWD operations and management staff with the objective of selecting a recommended alternative.

Assumptions:

- Workshop is expected to be two hours. Up to two team members will attend in-person while up to two others will attend virtually. Agenda and notes will be distributed before and after the meeting.
- The costs estimates or Opinions of Probable Construction Cost (OPCC) will be Class 5 estimates. A Class 5 OPCC is generally prepared based on very limited information, and subsequently has wide accuracy ranges. The typical accuracy ranges are -20% to -50% on the low side, and +30% to +100% on the high side, depending on the technological complexity of the project, appropriate reference information, and the inclusion of an appropriate contingency determination. Class 5 costing is typically used for assessing initial project viability, analysis of alternates, or long-range planning.

Deliverables:

- Workshop and Meeting Agenda and Notes

Task 5: Preliminary Design Report

The Stantec Team will prepare a preliminary design report based on the alternatives selected for influent pumping and grit classification alternatives selected at the workshops. The preliminary design report will summarize the evaluation, the recommended alternatives (including budget and implementation schedule) and include an executive summary for communicating project concepts to the MWD Board and other stakeholders. The Stantec Team will provide the preliminary design report in draft form and then will conduct a review meeting with MWD to receive comments. MWD will have two weeks to review and the Stantec Team will finalize the report two weeks after receipt of the MWD comments. The Stantec Team will also prepare slides for a presentation to the MWD Board on the project recommendations.

Assumptions:

- City to review report in two weeks and bring comments to a review meeting.

- Draft and Final report will be submitted electronically in pdf format only.
- Review meeting will be 1.5 hours in length and attended by four Stantec Team members.

Deliverables:

- Draft Preliminary Design Report
- Review Meeting Notes
- Final Preliminary Design Report
- MWD Board presentation slides

Optional Task: Miscellaneous Wastewater Facility Improvements

The focus of this project is to provide MWD with a recommended alternative for influent improvements and a cost estimate to be included in MWD's 2022 budgeting. The Stantec Team and MWD Operations Staff have identified additional items that could be considered if budgets and time allow. These items are currently not included in this scope and fee but could be added by contract change order. The table below provides a list of additional improvements that could be considered.

Other Possible Site Improvements
Demo West Headworks, replace with: <ul style="list-style-type: none"> • Solar panel/covered parking area, or • Operations building (offices, lockers, kitchen)
Reroute influent line in yard, not through BIOBROx
Repurpose BIOBROx building for collections equipment
Improve scum pit capacity: <ul style="list-style-type: none"> • Build an additional scum pit, or • Install a decanting system to increase capacity of existing pit
Add scum collection baffles at ox ditches

Fee:

The fee is compensated by a lump sum, fixed fee amount as shown in the following Fee Summary.

Task Descriptions	Fees
Task 1: project Management	\$ 6,806
Task 2: Data Gathering, Project Kickoff, and Basis of Design	\$ 14,010
Task 3: Influent Pumping Evaluation	\$ 23,799
Task 4: Headworks Evaluation	\$ 12,175
Task 5: Preliminary Design Report	\$ 13,210
Total Fees	\$ 70,000

Schedule:

A proposed project schedule for Phase 1 is shown in the table below. The project will be complete by December 21, 2021, provided the work can be started by September 13, 2021. Should the optional task

of miscellaneous wastewater improvement be added to the Phase 1 scope, the schedule may need to be increased to allow time for additional evaluation.

Proposed Influent Project Schedule – Phase 1	
Notice to Proceed	September 13, 2021
Kickoff/Influent Flows Meeting	September 20, 2021
Workshop 1 – Influent PS	October 26, 2021
Workshop 2 - Headworks	October 27, 2021
Pre-Design Report Submittal	November 18, 2021
Pre-Design Review Meeting	December 7, 2021
Final Pre-Design Report	December 21, 2021

LEAK RESPONSE PLAN

MEMO



TO: Management Team and Board of Trustees
FROM: Clint Dilley, P.E., General Manager
DATE: 9/1/21
RE: (DRAFT) Leak Response Plan & Leak Prevention Plan

PURPOSE OF MEMO

The purpose of this memo is to improve leak response and prevention by reviewing current in-house practices and those of other similar Districts to establish more formal protocols and develop a written leak response plan and leak prevention plan. In addition, current staffing levels will be reviewed and compared to other similar District's to provide more definitive criteria for making staffing decisions.

BACKGROUND

For the past couple months, the District has experienced an unusually high volume of leaks for the summer season including an average of 6-7 new leaks per week, one single day high of 5 new leaks and one weekend mainline break on a major road that resulted in a 50 ft high geyser of water with fire department and police response, flooding damage to two homes, high public visibility and concerns over poor response time. The high volume of leaks has caused a backup in repairs with some minor leaks having to be pushed back several days to weeks to focus resources on higher priority leaks that are worse. At the same time, the District has imposed a water conservation level change in response to the ongoing drought conditions, which has put the public on high alert and lowered the tolerance level for any delayed response to leaks, even minor service lateral leaks which are "wasting" water.

As a result, these conditions have had a negative impact on our customer service, delayed other operations and maintenance activities on both the water and sewer side and significantly raised stress levels on our water crew employees, management team, board members and customers.

PROBLEMS

The unusually high volume of leaks and the lack of definitive protocols or written leak response plan have contributed to the following problems:

- Leak response time from first notification to completion of repair has been up to 3 weeks for some of the smaller leaks
- Surface repair of asphalt, concrete or landscape has been up to 6 weeks after completion of repair in some circumstances
- On call/stand-by emergency response has exceeded 30 minutes for first responder including a high visibility main line break which resulted in flood damage
- Higher call out volume has resulted in more overtime expense to the District than planned

- Decrease in responsiveness and reliability of water construction crew employees when called out to assist in afterhours/emergency leak repairs
- Water crew has been unable to complete other asset management and O&M activities for the distribution system including fire hydrant flushing & repairs, valve exercising and replacement, pro-active leak detection and planned main line and service replacement
- Pulling sewer collection crew to help get caught up on leaks has resulted in disruption and delays to daily responsibilities of collections crew including blue staking, mainline video camera inspections and routine cleanings
- A leak repair that was non-emergency was excavated prior to completion of blue stakes which resulted in unnecessary damage to a gas line and higher risk of injury
- Increase in construction crew employee complaints and requests including:
 - Not enough manpower or crews to keep up
 - Inadequate hydration in summer heat
 - Allow lead men to take home trucks to decrease response time
 - Allow on call employees to take trucks anywhere and allow family members in truck to decrease response time
 - Lack of employee rotation of mini ex/backhoe equipment operation
 - Higher wages for more experience and years of service water crew operators
 - Lack of appreciation/respect from management
 - Additional equipment including a new vector truck
- An increase in customer complaints related to leaks including:
 - Time to repair leak is excessive from notification
 - Was not notified of water shutoff related to leak repair
 - Was not notified of road closure or traffic impacts related to leak repair
 - Poor response to leak notification through facebook (old site) or website email
 - Leaks are wasting water that we are asking customers to conserve
 - Road damage or mud/dirt on roads
 - Property damage/flood concerns

POTENTIAL CAUSES OF UNUSUALLY HIGH VOLUME OF LEAKS THIS SUMMER

In addition to usual age and condition of pipeline materials, potential additional causes of the unusually high volume of leaks this summer include:

- Hottest June and July on record in Utah leading to ground movement/expansion of soils allowing minor service leaks to surface
- Record high construction and building activity throughout the District as evidenced by the number of new connections and demand on fire hydrant meter rentals and thus more main line shutdowns, tie-ins, and connections resulting in increased hydraulic activity outside normal operating conditions and a greater potential for pressure spikes
- Higher potential for zone isolation valves or main line valves to be left in wrong position resulting in greater potential for pressure spikes (one confirmed in Lakeridge subdivision)
- Any delayed ground movement that would otherwise not have occurred without major earthquake in April of 2020

- Drought response including mandatory water conservation level changes have resulted in more narrow watering windows and change to historic landscape irrigation patterns

REVIEW OF SIMILAR DISTRICT LEAK RESPONSE AND STAFFING LEVELS

Our Water Operations Manager surveyed three other similar Districts (GHID, KID, & TBID) for their approach to leak response and related staffing issues with the following responses and comparison to current MWD practices:

- How many crews do the water department run and how many men per crew that respond to leaks?
 - GHID
 - (3) 4-man construction crew with two lead men each crew
 - (3) 4-man asset management/O&M crews with two lead men each crew
 - Total of 24 water employees per 27,500 connections = 1 per 1,146 connections
 - KID
 - (1) 6-man construction crew with one lead man
 - (1) 2-man leak detection/O&M crew
 - Total of 8 water employees per 13,500 connections = 1 per 1,688 connections
 - TBID
 - (1) 7-man construction crew with one lead man
 - (1) 3-man asset management/O&M crews with one lead man
 - Total of 10 water employees per 17,000 connections = 1 per 1,700 connections
 - MWD
 - (1) 4-man construction crew with one lead man
 - (1) 1-man asset management/O&M crew (no separate lead man)
 - Total of 5 water employees per 9,000 connections = 1 per 1,800 connections
 - Previous total without O&M employee – 1 per 2,250 connections
- How many employees on callout/standby/on call rotation for water leaks and what is allowed response time to a call out?
 - GHID
 - 22 employees on weekly rotation
 - 30-minute response time for on call first responder
 - 60-minute response time for rest of callout (supervisor approval required)
 - Total of 22 on call employees per 27,500 connections = 1 per 1,250 connections
 - KID
 - 11 employees on weekly rotation
 - 20-minute response time for on call (must live within to be hired on)
 - On call employee can call 3 other employees out without supervisor approval
 - Total of 11 on call employees per 13,500 connections = 1 per 1,227 connections
 - TBID
 - 12 employees on weekly rotation
 - 30-minute response time for on call

- On call employee decides how many employees to call out without supervisor approval
 - Total of 12 on call employees per 17,000 connections = 1 per 1,416 connections
 - MWD
 - 5 employees on weekly rotation
 - No clearly defined max response time for on call (30-minute target but not required)
 - On call employee decides how many employees to call out without supervisor approval
 - Total of 5 on call employees per 9,000 connections = 1 per 1,800 connections
- Are lead men allowed to take vehicles home and are family members allowed in vehicles to decrease call out response time?
 - GHID
 - Water crew lead men not allowed to take vehicles home
 - No family allowed in vehicles but contractor's ok
 - KID
 - Water crew lead men not allowed to take vehicles home
 - No family allowed in vehicles
 - TBID
 - Water crew lead men are allowed to take vehicles home
 - No family allowed in vehicles
 - MWD
 - Water crew lead men not allowed to take vehicles home
 - No family allowed in vehicles but contractor's ok
- Is there a max allowable number of leaks or age of leak that triggers different response actions such as an additional crew or contractor that is on call?
 - GHID
 - Nothing defined, they don't have that problem with leaks but can asset management/O&M crew and sewer crew
 - KID
 - Nothing defined, they don't have that problem with leaks but can use leak detection/O&M crew and sewer crew
 - TBID
 - Nothing defined, but if they have multiple leaks they do get help from asset management/O&M crew and if still not keeping up get help from sewer crew
 - MWD
 - Nothing defined, but can use help from sewer crew

PROPOSED LEAK RESPONSE PLAN

After extensive review and consideration of the problems, potential causes and response to leaks along with related water crew staffing at similar Districts, the following components of a leak response plan are proposed to improve the District's operations:

- Establish a minimum staffing level for water crew employees available to improve leak response
 - MWD has lowest staffing level per connection of all similar district's surveyed
 - Recommend setting a level near average of all similar District's of 1 employee per 1,500 connections
 - Would result in hiring 2 employees instead of only 1 employee
 - Could change water crew from (1) 4-man crew with a lead man to (1) 6-man crew with a lead man
 - On larger main breaks with traffic control this would allow for a full response without pulling from collections crew
 - One operating loader and haul truck
 - One operating excavator
 - Two pipe fitting in trench
 - Two flaggers on each side of street
 - On multiple smaller service leaks without a need for traffic control this would allow crew to be split into two smaller crews to catch up
 - One operating loader and haul truck for both leaks
 - One operating backhoe on one of the leaks
 - One operating mini excavator on the other leak
 - One pipe fitter on one of leaks
 - One pipe fitter on the other leak
 - One lead man coordinating and running back and forth between both smaller crews
 - Under normal conditions when only working on a single service leak at a time, the crew would be split into the normal (1) 4-man construction crew for leak repair and (1) 2-man asset management & O&M crew
 - No need for additional excavation equipment for this approach
 - Would help manage expectations of management team, employees and board members by referring to established guidelines to follow for future hiring (no additional hiring until we add another 1,500 connections)
- Establish a trigger point or criteria associated with different levels of leak response
 - Normal response
 - No outstanding leaks that have been blue staked remain at end of work week
 - Single regular 4-man construction crew
 - Elevated Response
 - Outstanding leaks that have been blue staked at end of work week
 - Second crew formed to assist regular 4-man construction crew
 - Pull 2 men from asset management/O&M crew and split into two 3-man construction crews until caught up
 - Crossover Response

- Outstanding leaks older than 2 weeks
 - Third crew formed to assist two 3-man crews from sewer collections crew including one additional lead man and two from sewer crew
 - Contractor Response
 - Outstanding leaks older than 3 weeks
 - Set up standby time and materials contract with a general to assist with repairs until caught up
- Establish a trigger point or criteria associated with different levels of surface repair response
 - Normal response
 - No outstanding surface repairs of completed leaks remain at end of work week
 - Single regular 4-man construction crew
 - Elevated Response
 - Outstanding surface repairs of completed leaks remain at end of work week
 - Second crew formed to assist regular 4-man construction crew
 - Pull 2 men from asset management/O&M crew and split into two 3-man construction crews until caught up
 - Contractor Response
 - Outstanding surface repairs older than 3 weeks
 - Set up standby time and materials contract with a general to assist with repairs until caught up
- Establish a maximum acceptable call out response time for first responder on call rotation
 - Recommend setting 30 minutes as max allowed response time
 - Although a 20-minute response time would be preferred, it would likely cut our current rotation from 5 employees to 2 employees that would be able to participate and end up hurting more than helping
 - Would likely need 35-40 minute to not lose any of current employees from rotation
 - May need to consider grandfathering in existing employees to a longer time (45 minutes) and new employees to the 30 minute response time before they go on to the rotation
 - Would likely need to be worked into next Union Labor Agreement before implementing
 - If on call employee exceeds time without a justified reason (such as a health emergency) during the calendar year rotation, suggest the following corrective actions:
 - Warning for first time
 - Probation for second time with suspension from on call for one rotation
 - Probation for third time with suspension from on call for three rotations
 - Suspension for fourth time with suspension from on call for remainder of year
 - Likely only work if a lot on rotation which may make it less incentive to be on
- Establish a minimum level of employee participation in on call rotation to improve leak response and reduce demands on each individual employee in rotation
 - MWD has lowest participation level per connection of all similar district's surveyed
 - Recommend setting a minimum participation level near average of all similar District's of 1 employee per 1,300 connections

- Would result in adding at least 2 employees to on call rotation to go from 5 to 7
 - Would help manage expectations of management, employees and board members for guidance on appropriate levels
- Establish minimum blue stake protocol and time frames for leak repairs
 - Absolutely no excavation or potholing activities for leak repairs until blue stakes have been notified. Safety 1st priority!
 - Lead man (work hours) or on call (after hours) shall determine severity of leak and corresponding blue stake requirements:
 - 48 hour minimum time period required for non-emergency leak repairs
 - 2 hour minimum time period required for emergency leak repairs
 - Main line blowouts with major surface disturbance and clearing of potential obstructions call in
- Establish a mandatory rotation of all primary leak response duties performed by construction crew to improve morale, reduce stress and increase cross training/employee satisfaction
 - Target monthly rotation
 - Mini ex or backhoe equipment operator for excavation
 - Vactor truck operation for potholing/excavation
 - Front end loader/backfill material loading
 - Material truck hauling
 - In trench pipe fitting
 - Union reps agreed that this would be ok since no distinction in job title/descriptions
 - Already doing on sewer collection crew side
- Review any current vehicle privileges/practices to reduce leak response time
 - Recommend no change to the no family/unauthorized passengers in vehicle policy since the liabilities associated with having family members in company vehicles is not worth the estimated minimal decrease in leak response times if allowed
 - Recommend swapping the 10 mile max radius from home requirement for on-call vehicle use for the 30 minute max response time proposed above with grandfathering
 - Water construction crew lead man taking vehicle home not really a benefit unless on call anyway, would require an additional person on call to benefit
- Establish criteria for notification of customers when water shutdown required for leak repair
 - Non-emergency, planned, non-main road, small amount of customers without water (less than 25)
 - Notify front office staff to respond to calls
 - Knock on customer doors and put up hangars with estimated shutdown time
 - Emergency, unplanned, main road, large amount of customers without water (more than 25)
 - Notify front office staff to respond to calls
 - Send alerts to all customers signed up for electronic notification through email and text alert program
 - Post notice on facebook
 - Notify management team
 - Management team notify chairman of board
- Establish criteria for notification of customers when leak repair impacts traffic

- Non-main road or minimal traffic impact
 - Notify front office staff to respond to calls
 - Standard traffic control response
- Main road or major traffic impact
 - Notify front office staff to respond to calls
 - Send alerts to all customers signed up for electronic notification through email and text alert program
 - Post notice on facebook
 - Notify management team
 - Management team notify chairman of board
 - Enhanced traffic control response
- Review leak notification options for customers through website and facebook to improve response
 - Two facebook accounts exist for the District
 - Suggest closing older outdated account that is not actively monitored
 - GM will continue to monitor newer facebook account (very few leak notifications have been received through this method)
 - Email notifications through the District's website
 - Four different email contact options currently on website (customer support, billing, repair and meter reading)
 - All were going to different employees including some field employees who don't actively monitor emails and likely not looking in junk folder
 - Recommend routing all emails to GM for time being until getting a better handle on how we should proceed and distribute

PROPOSED LEAK PREVENTION PLAN

- Leak detection for leaks that have not yet surfaced
 - Investigate JVVCD Conservation Grant to assist funding a consultant to provide a periodic leak detection service or purchase of equipment for in house use
 - Establish criteria to prioritize leak repairs (volume, level of difficulty, etc.)
 - Set annual goal for completion of preventive leak repairs
- Zone isolation valves
 - Develop GIS map of all zone isolation valves & PRV stations in the District
 - Install zone isolation valve marking in valve box and possibly valve covers
 - Complete annual inspection of zone isolation valve position
 - Build on to expand to zone maps for emergency response & sampling locations
- Fire hydrant and valve opening and closing protocols
 - Establish fire hydrant opening and closing requirements
 - Establish valve opening and closing requirements
- Construction activities
 - Establish fire hydrant meter use requirements
 - Establish shutdown requirements
- Identification of hot spots and waterline replacement projects
 - Utilize leak documentation form in GIS

- Develop hot spot maps for annual review
- Annual review of waterline replacement project list from Master Plan with hot spot map
- Annual prioritization of waterline replacement projects

CONFERENCES



WEFTEC: Where the Water Community Comes to Connect

No matter the obstacles, through changes and challenges, water professionals keep going, learning, and doing what's necessary to provide safe, clean water. That's the strength of our community, and it's time to come together again to celebrate what makes our sector great.

At WEFTEC, the full breadth of the water sector comes together, in one place, for you to explore, learn, network, grow professionally, and strengthen your connection to the water community.

WEFTEC 2021

94th Annual Technical Exhibition & Conference

Chicago, Illinois | McCormick Place

Conference: October 16-20, 2021

Exhibition: October 18-20, 2021

WEFTEC Online: November 16-18, 2021

Registration (/attend/for-attendees/) and housing (/attend/lodging-and-travel2/) are now OPEN.

Learn

Learn from the brightest and most innovative minds through WEFTEC's world-class education that delivers everything there is to know about water quality to you through a variety of learning styles.

WEFTEC Education
(/link/4c289f3c620d47aead8

Experience

Touch, feel, and experience first-hand the latest and best water sector equipment and technology and how it can become your new solution.

WEFTEC Exhibition
(/link/c2f4b19d3b3c437e925

Build and Renew Relationships

Meet new people, expand your network, grow your career, participate in spontaneous conversations, and catch up with water sector friends and colleagues.

Better Serve Your Customers

Better serve your customers through the knowledge and insights you develop at WEFTEC, and apply what you see, experience, and learn to strengthen your skills.

Earn Education Credits

WEF works to obtain approval on a national level for your WEFTEC participation, so you can choose among all workshops and technical sessions as well as earn contact hours in the exhibition.

Continuing Education
(/link/8000058a7444462f8e

Your Health and Wellbeing

WEF and our event production partners are taking proper precautions, so that you can connect, learn, and do business safely in person.

Expectations and Guidance
(/link/20a05a1e13ab430798

Future WEFTEC Dates

Save the dates and plan future trips to WEFTEC.

Future WEFTEC Dates
(/link/e30b64257ad84fa396

WEF Membership

Gain access to water knowledge, valuable networking opportunities, and member benefits at WEFTEC.

Join WEF
(/link/f6aff1d8ff954bc999bbc

Privacy Policy

Consent Required

To optimize your online experience, weftec.org uses cookie files. Access to the members-only areas of or personalized features on weftec.org requires your browser to accept cookies. If you disable our cookies, you will find that certain sections of weftec.org do not work properly. For additional information about cookies and how to disable them, read WEF's Privacy Policy.

Privacy Policy (<https://www.wef.org/about/privacy-statement/>) IP Addresses and Cookies (<https://www.wef.org/about/privacy-statement/>)

Decline ACCEPT



32ND ANNUAL CONVENTION

NOVEMBER 3-5, 2021



UTAH VALLEY CONVENTION CENTER

PROGRAM:

• NOVEMBER 3

- TRAINING SESSIONS & BOARD
MEMBER TRAINING-1:00 – 4:45 p.m.
- EXHIBITS 11:00 a.m.- 4:30 p.m.
- EVENING RECEPTION - 5:30 p.m.

• NOVEMBER 4

- TRAINING SESSIONS - 8:30 – 5:00 p.m.
- EXHIBITS 7:00 a.m. - 4:30 p.m.
- PARTNER'S PROGRAM - 8:30-11:30 a.m.
- AWARDS BANQUET - 6:00 p.m.

• NOVEMBER 5

- BREAKFAST 8:00 a.m.
- LEGISLATIVE REVIEW 10:00 a.m.

UTAH VALLEY CONVENTION CENTER
220 West Center St., Provo, UT 84601

For hotel reservations contact:
PROVO MARRIOTT HOTEL & CONFERENCE CENTER
801-377-4700

Mention you are registering for the UASD convention for discounted rates

If you have any questions, please contact LeGrand Bitter, 801-725-1312 or Jamie Banh, 801-968-1011



UASD 32nd ANNUAL CONVENTION

Convention-at-a-Glance

Wednesday, November 3rd, 2021

Wednesday sessions provide valuable information for management, board members and staff. They are also intended to provide a resource for management in providing district staff with important training on topics relating to statutory requirements and operational issues, all within an afternoon. Convention registration is available for "Wednesday only" if it is desirable to have staff attend only the sessions that address their areas of responsibility and certification. (Full Conference Registration includes all Wednesday events)

11:00 am-4:00 pm	Registration and Exhibits
1:00 -4:45 pm	Afternoon Breakout Sessions
	Annual Certification Training for newly elected or appointed board members
	Open Meetings Training – Annual Requirement for all board members
	State Purchasing Resources and Tools for Districts
	Emergency Response: Beyond Natural Disasters
	Ethics in the Workplace
5:30 pm	Evening Welcome Reception

Thursday, November 4th, 2021

7:00 am	Registration and Exhibits Open with Continental Breakfast
8:30-11:45 am	Partner's Program
8:30-11:45 am	General Session
	Current Issues and Resources
	Procurement Policy Updates
	Cyber Security: New Challenges in the Cyber World
12:00-1:10 pm	Luncheon – Keynote Speaker - Governor Spencer Cox (invited)
1:10-1:30 pm	Annual UASD Business Meeting
1:45-4:45 pm	Afternoon Breakout Sessions
	National Special Districts Coalition (NSDC) ARPA, Federal Advocacy
	The Power of Social Media – The Good and The Bad
	Holding Electronic Meetings – The Right Way
	The Impact of Rapid Growth on Districts
	Cyber Security: Answers and Resources – CISA
	How to Retain Your Best Employees – and Create an Aging Workforce
6:00pm	Annual Awards Banquet-Entertainment-"Caleb Chapman's Crescent Super Band"

Friday, November 5th, 2021

7:30 am	Registration
8:30 am	Breakfast - Speaker: TBA
9:45 -11:00 am	Review of 2022 Legislative Package

Utah GFOA Fall Conference 2021

September 27-28, 2021 | Dixie Center | St. George, Utah



REGISTRATION NOW OPEN:

\$300 - Late registration if paid after August 15th

Please help us put the "Association" back into UGFOA! Join us for a long anticipated in person conference. This conference is packed with opportunities to fulfill your CPE and social needs with 18 credit hours available and social activities throughout the two day event. See our tentative agenda below.

UGFOA Fall Conference September 27-28, 2021 Tentative Agenda

Monday September 27, 2021

Start	End	Duration	CPE	
7:15 AM	8:00 AM	0:45	0	Registration and Breakfast
8:00 AM	8:20 AM	0:20	0	Opening Ceremony Remarks: Mayor Michele Randall, St. George City
8:20 AM	9:20 AM	1:00	1	Keynote: Janine Stange
9:20 AM	10:15 AM	0:55	1	Community Strategic Plan - The Value of Long Term Planning
10:15 AM	10:35 AM	0:20	0	Break Sponsors
10:35 AM	11:30 AM	0:55	1	Concurrent State Travel Office/State Purchasing/ GOPB
11:30 AM	12:25 PM	0:55	1	Concurrent State Travel Office/State Purchasing/ GOPB
12:25 PM	12:55 PM	0:30	0	Lunch Sponsors
12:55 PM	1:15 PM	0:20	0	Exhibit Hall Dessert Mingle with Sponsors
12:55 PM	2:30 PM	1:35	1.5	Fraud/Internal Controls - Speaker Panel
2:30 PM	3:25 PM	0:55	1	Debt Manager Zions Public Finance
3:25 PM	3:45 PM	0:20		Break Sponsors
3:45 PM	5:25 PM	1:40	2	How to improve collaborative decision making in budgeting - GFOA
7:30 PM	8:45 PM	1:15	2	Move: All The Queen's Horses
				10.5 CPE Credits Available

Tuesday September 28, 2021

7:00 AM	7:45 AM	0:45		Breakfast
7:45 AM	8:40 AM	0:55	1	Concurrent Tax Commission Sales Tax/Propert Tax/Legislative
8:40 AM	9:35 AM	0:55	1	Concurrent Tax Commission Sales Tax/Propert Tax/Legislative
9:35 AM	9:55 AM	0:20	0	Break Sponsors
9:55 AM	10:50 AM	0:55	1	Concurrent State Auditor Transparency/Compliance/Internal Audits
10:50 AM	11:45 AM	0:55	1	Concurrent State Auditor Transparency/Compliance/Internal Audits
11:45 AM	12:30 PM	0:45	0	Lunch/Prizes Sponsors
12:30 PM	1:25 PM	0:55	1	Ethics - Utah Law, Susan Spiers, UACPA
1:25 PM	2:20 PM	0:55	1	Common Public Engagment Mishaps
2:20 PM	3:35 PM	1:15	1.5	Economic Update
4:00 PM			0	Closing Event Golf/Hike/Bike
				7.5 CPE Credits Available

Hotel Reservations can now be made for UGFOA's fall conference September 27-28th, 2021 in St. George!! **Note that discounted room blocks are sold-out as of August 31, 2021.**

Fall Conference will begin on Monday, September 27, 2021 tentatively at 8:00 am.

Hyatt Place St. George/Convention Center - 1819 South 120 East, St. George, UT 84790

T +1 435 656 8686 F +1 435 656 8687 Online: [Hyatt Place](#)

Fairfield Inn St. George - 1660 South Convention Center Dr. St. George, Utah 84790,

Online: [Fairfield Inn](#)

Hilton Garden St. George - 1731 South Convention Center Drive, St. George, Utah 84790, Phone ~~+1 435-634-4100~~, Online: [Hilton Garden](#)

Holiday Inn : St. George Conv Ctr - 1808 South Crosby Way, Saint George, Utah 84790

Online: [Holiday Inn](#)

**HANSEN ALLEN
& LUCE**

TASK ORDER NO. 023.17.100
TO
ENGINEERING SERVICES AGREEMENT

CLIENT: Magna Water District

Effective Date of Engineering Services Agreement: April 22, 2019

THIS TASK ORDER NO. 023.17.100 TO ENGINEERING SERVICES AGREEMENT (this "TASK ORDER") is made and entered into as of the 26th day of August 2021 by and between CLIENT and HANSEN, ALLEN & LUCE, INC., ("HAL"), who agree as follows:

1. PROJECT. The PROJECT associated with this TASK ORDER is described as follows: Wells Evaluation and Rehabilitation Services
The PROJECT SITE is located as follows: Barton and Haynes Well Fields
2. SCOPE OF SERVICES. The SCOPE OF SERVICES associated with this TASK ORDER is attached hereto as Exhibit T.O. 023.17.100 A.
3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated engineering fee of \$20,000 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached hereto as Exhibit T.O. 023.17.100 B. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with the ENGINEERING SERVICES AGREEMENT and FEE SCHEDULE.
4. SCHEDULE. The schedule for each individual evaluation or well rehabilitation will be negotiated between the District and HAL when each evaluation or rehabilitation is requested by the District.
5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this TASK ORDER are incorporated herein and are made a part of the ENGINEERING SERVICES AGREEMENT.
6. CLIENT has read and understood all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of the ENGINEERING SERVICES AGREEMENT.

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

CLIENT: Magna Water District

By: _____

Its: _____

Attest: _____

Its: _____

HANSEN, ALLEN & LUCE, INC.

By: [Signature]

Its: Principal

Attest: [Signature]

Its: President

SCOPE OF WORK

We propose the following general Scope of Work for each well evaluation and/or rehabilitation requested by Magna Water District. Well evaluations and proposed well rehabilitations included in the Magna Water District Groundwater Monitoring Program will provide the basis for the anticipated engineering services provided through this Task Order.

Well Evaluation

1. Review existing data for the well.
2. Assist the District with performing pump testing on the well to determine current well performance.
3. Compare current performance to past performance.
4. Assist the District with field evaluations including working with contractors for performing well videos, water quality sampling, biological activity testing, etc.
5. Determine well rehabilitation strategies (if any) based on the results of the well evaluation.

Well Rehabilitation

6. Prepare Bid Schedule and specifications for well rehabilitation.
7. Assist the District with procurement of a contractor to perform well rehabilitation.
8. Provide office and field engineering support services during well rehabilitation.

ESTIMATED ENGINEERING FEE

Based on the proposed scope of work for Haynes Well #2, we estimate an engineering fee of \$20,000. Engineering services will be billed on an as-needed time and materials basis according to the HAL Standard Fee Schedule (see Exhibit T.O. 023.17.100 B) which is updated annually.

STANDARD FEE SCHEDULE 2021

PERSONNEL CHARGES

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

Senior Managing Professional.....	\$197.10/hr
Managing Professional	\$174.84/hr
Senior Professional III	\$168.76/hr
Senior Professional II	\$160.53/hr
Senior Professional I	\$148.70/hr
Professional III.....	\$139.52/hr
Professional II.....	\$125.13/hr
Professional I.....	\$117.30/hr
Professional Intern.....	\$106.03/hr
Engineering Student Intern	\$55.80/hr
Water Right Specialist	\$120.00/hr
Geologist.....	\$122.57/hr
Senior Designer.....	\$112.33/hr
Senior Field Technician	\$112.33/hr
Field Technician	\$91.23/hr
CAD Operator.....	\$91.23/hr
Public Relations Specialist.....	\$139.51/hr
Administrative Assistant	\$66.95/hr
Professional Land Surveyor.....	\$128.39/hr
1 Man GPS Surveying Services – PLS	\$153.00/hr
Drone Pilot	\$180.00/hr
Expert Legal Services.....	\$300.00/hr

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs directly related to the completion of the project. Direct charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$6.00 per labor hour
Out-of-town per diem allowance (lodging not included)	\$46.60 per day
Vehicle	\$0.65 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$130.00 per day
Data Logger/Transducer.....	\$125.00 per week

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

Note: Annual adjustments to personnel and direct expense charges will occur in January of each year. Mileage rate changes are based on fuel prices.

CROSS- CONTROL

YOU CAN AFFECT THE QUALITY OF THE WATER YOU DRINK

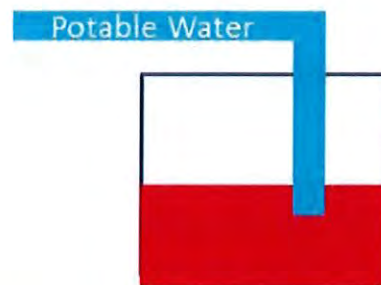
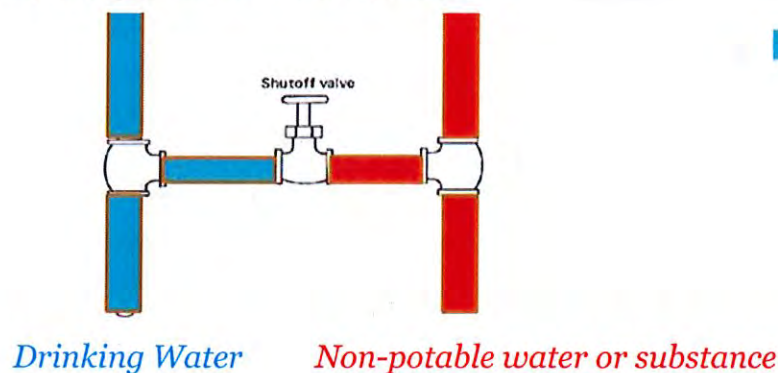
Many public drinking water systems are contaminated each year by pollutants or contaminants that backflow into the water system through unprotected cross-connections.

Identifying and eliminating or protecting cross connections is a matter of public health!

What is a Cross-Connection?

A **cross-connection** is a physical connection (piping configuration) between the public drinking water system and anything else, including another

water supply that can allow undesirable pollutants or contaminants to backflow into the public drinking water system.



What is Backflow?

Backflow is the reversal of flow from a residential or commercial water system back into the public drinking water system. A backflow incident could occur if the water systems pressure decreases, or the

customer's water pressure is higher than the water systems pressure. A backflow incident could carry pollutants or contaminants into our public drinking water supplies making them unsafe to use.



The Plumbing Code and the Utah Public Drinking Water Rules require that all cross connections be eliminated or protected against backflow by installing an

approved backflow device or assembly that will insure that no impurities or contaminants are introduced to the public drinking water supply.

Can I protect my home or business from the dangers associated with cross-connections and backflow?

Yes! Several common cross connections are described below:

Threaded Hose Connections (Hose Bibs)

A large majority of backflow incidents are created by the common garden hose. Hoses can be connected to most anything that may contain undesirable substances such as chemical sprayers, buckets and pools, stock troughs. Plumbing Code requires that all threaded potable water outlets (hose bibs or sill cocks), except

water heater drains and clothes washer connections, be protected by a non-removable hose bib vacuum breaker or an atmospheric vacuum breaker. The installation of a hose bib vacuum breaker is an inexpensive way to protect against contamination.



Landscape Sprinkling System

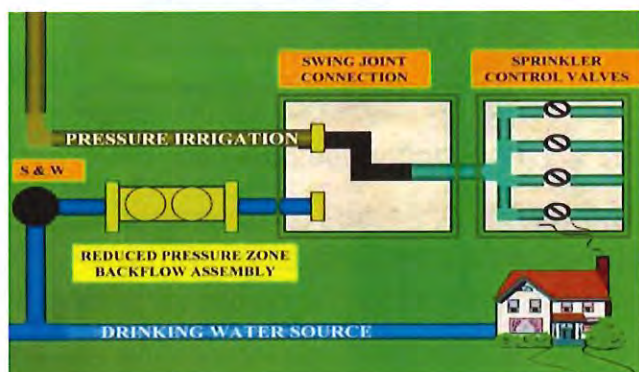
The Plumbing Code requires that all landscape sprinkling systems connected to the public drinking water system be equipped with an approved backflow

prevention device or assembly. Landscape irrigation systems could subject the drinking water supplies to things such as fertilizers, pesticides and animal waste.



Any sprinkling system that can utilize both public drinking water supplies and secondary water supplies must follow specific plumbing regulations to prevent raw water from entering the drinking water system!

Please contact your local drinking water supplier for specific requirements regarding landscape irrigation systems and which type of backflow prevention is appropriate for your landscape irrigation system.



Where can I get more info or have my questions about cross connections answered?

Call your local public drinking water agency or plumbing inspector regarding cross connection control and backflow prevention requirements in your area.

For further info, call the Utah Division of Drinking Water at (801) 536-4200.

KILGORE



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

GENERAL MANAGER
Clint Dilley, P.E.

August 30, 2021

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

Subject: Kilgor Batch Plant – Water & Sewer Availability

Clint,

We have completed our preliminary review of the proposed Kilgor Batch Plant development located at 2100 S. 7057 W. This proposed development is for a batch plant, the batch process will consume 100% of the water and will not discharge waist to the sewer system. The developer is requesting water service only. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

WATER	Water service is available near the development. There is a 12-inch water line located in 2100 South, along the frontage of the proposed development.
SEWER	Sewer service is available near the development. There is a 12-inch sanitary sewer line located in 2100 South, along the frontage of the proposed development.
SEC WATER	Secondary water service is not currently available to the development.

RECOMMENDATIONS

WATER	Connect to the existing 12-inch water line in 2100 South, extend required water service to the proposed development.
SEWER	No sewer service recommendation.
SEC WATER	No secondary service recommendation.

It is my recommendation that the Magna Water District Board approve providing water services only for the batch plant. Sewer service is not approved at this time. If you have any questions or concerns, please contact me at 801-250-6279.

Sincerely,

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

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

WHITAKER
CONST



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

GENERAL MANAGER
Clint Dilley, P.E.

August 30, 2021

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

Subject: Whitaker Construction Office – Water & Sewer Availability

Clint,

We have completed our preliminary review of the proposed Whitaker Construction Office development located at 2100 S. 7600 W. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

WATER	Water service is available near the development. There is a 12-inch water line located in 2100 South, along the frontage of the proposed development.
SEWER	Sewer service is available near the development. There is a 24-inch sanitary sewer line located in 2100 South, along the frontage of the proposed development.
SEC WATER	Secondary water service is not currently available to the development.

RECOMMENDATIONS

WATER	Connect to the existing 12-inch water line in 2100 South, extend 8-inch water line into cul-de-sac and extend required water service to the proposed development parcels.
SEWER	Connect to the existing 24-inch sanitary sewer line located in 2100 South extend 8-inch sewer line into cul-de-sac and extend required sewer service to the development parcels.
SEC WATER	Magna Water District has implemented a secondary water dry-line policy for all new developments approved after April 10, 2001. All new developments involving the development of outdoor watering area are required to install a secondary dry-line. This development will be required to install a 10-inch dry lines along the property frontage and a 6-inch dry line within cul-de-sac. In addition, a dry service lateral(s) shall be extended to the site off of the main for future connection.

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

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

Sincerely,

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

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

GENERAL MANAGER REPORT

MEMO



TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 9/01/21 (September 9th Board Meeting)
RE: Report and Discussion from General Manager

PURPOSE OF MEMO

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

REPORT FROM GENERAL MANAGER

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

STAFFING

- 2 Service Maintenance positions open on Water side
 - In house bid closed 8/24/21
 - Cameron Wilko from Sewer Collections Crew put in for one of positions
 - Outside job posting for position closes September 6th
- Service Maintenance position open on Sewer side
 - In house bid closed 8/24/21
 - No in house applicants
 - Outside job posting for position closes September 6th

OPERATIONS

- Drought Considerations
 - Saved 49.6 million gallons in July 2021 vs. July 2020 for overall 17% reduction including new growth and over 20% not including new growth
 - Savings in August anticipated to be even higher
 - A total of 7 notice of violation letters have been sent out
 - Utah and Salt Lake Canal forecasting a normal October 15th date for shutdown this year
- Water Operations
 - Pulling & Inspection of Wells
 - Haynes Wells #2 – first one pulled, significant corrosion on pump casing and shaft

- Haynes Wells #7 – next to be pulled in Mid-October
 - Barton Well #1
 - HAL to assist in rehab evaluation and recommendations
- Distribution system leaks
 - Drafted Leak Response Plan and Leak Prevention Plan memo to assist in resolution and improved operation
 - Interviewed & met with water employees & union representatives to discuss issues and potential solutions
 - Surveyed other similar water districts for information
 - Request board review and comment on proposed changes in memo
- WWTP Operations
 - Treatment process model developed by consultant to give operators another tool to assist in process control and improving efficiency
 - Testing and evaluating DO levels through the length of the oxidation ditch to determine best location for DO probe for better representation of aerobic zone
 - Moved one of probes in each ditch so far with positive results
- Office
 - Mgmt team monitoring increase in COVID-19 cases from delta variant and evaluating changes to current protocols
 - Governor's update on 8/31/21 indicated that cases rising rapidly and hospital ICU's are over 100% capacity putting significant strain on healthcare system
 - Window tinting install completed 8/26/21
 - Requested quote for ballistic glass at drive up window
 - Evaluating three bids that have been received for annual wood staining contract ranging from \$11.9k to \$24.6k
 - Looking at options for water fountain or dispenser in board room to use instead of bottled water
- Delinquent accounts
 - XXX delinquent accts in September w/ avg. balance of \$XXX (not available yet)
 - 684 delinquent accts in August w/ avg. balance of \$129, 30 shutoff notices sent out
 - 738 delinquent accts in July w/ avg. balance of \$136

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - MWD working with Magna Township Council on COVID reimbursement
 - MWD working on COVID 19 Local Assistance Grant Program funds administered through the Governors Office of Planning and Budget – Applications are due September 15th
 - Potential of additional grant funds to go to reuse project
 - Potential of grant funds to go to Zone 3 secondary water pump station, pipeline and reservoir project
- Work to improve communication & morale with employees
 - Suggestion/comment boxes installed for main office, water operations, EDR Plant and WWTP plant buildings

- Shirts with MWD logo
 - T-shirts in past provided to all employees (not just non uniform)
 - Collared shirts for front office & board (2 each from 4 color options)
- Work to improve communication with customers
 - Email notices and mailer sent out on drought response update and reuse grant announcement with September bills. Look at cross connection/backflow program and LIHWAP flyers for October 1st mailer
 - Thorough and prompt response to customer concerns and complaints
 - Notified by DDW of an anonymous customer complaint submitted to EPA claiming hardness & TDS levels were not what a MWD employee told them
 - Sent DDW recent samples from Chemtech from distribution system which showed hardness and TDS levels that were close to what was told
 - Concern from customer on Swan Lake Circle over traffic pattern with school back in session
 - Complaint received through facebook over MWD watering during day at 7600 West Booster site – reviewed timer and was set for 11 am instead of 11 pm. Made adjustment and thanked customer
 - Continue to receive water wasting complaints in response to drought concerns and conservation level change although it has slowed down significantly

DISTRICT FINANCIALS

**MAGNA WATER DISTRICT
OVERAL BOTTOM LINE**

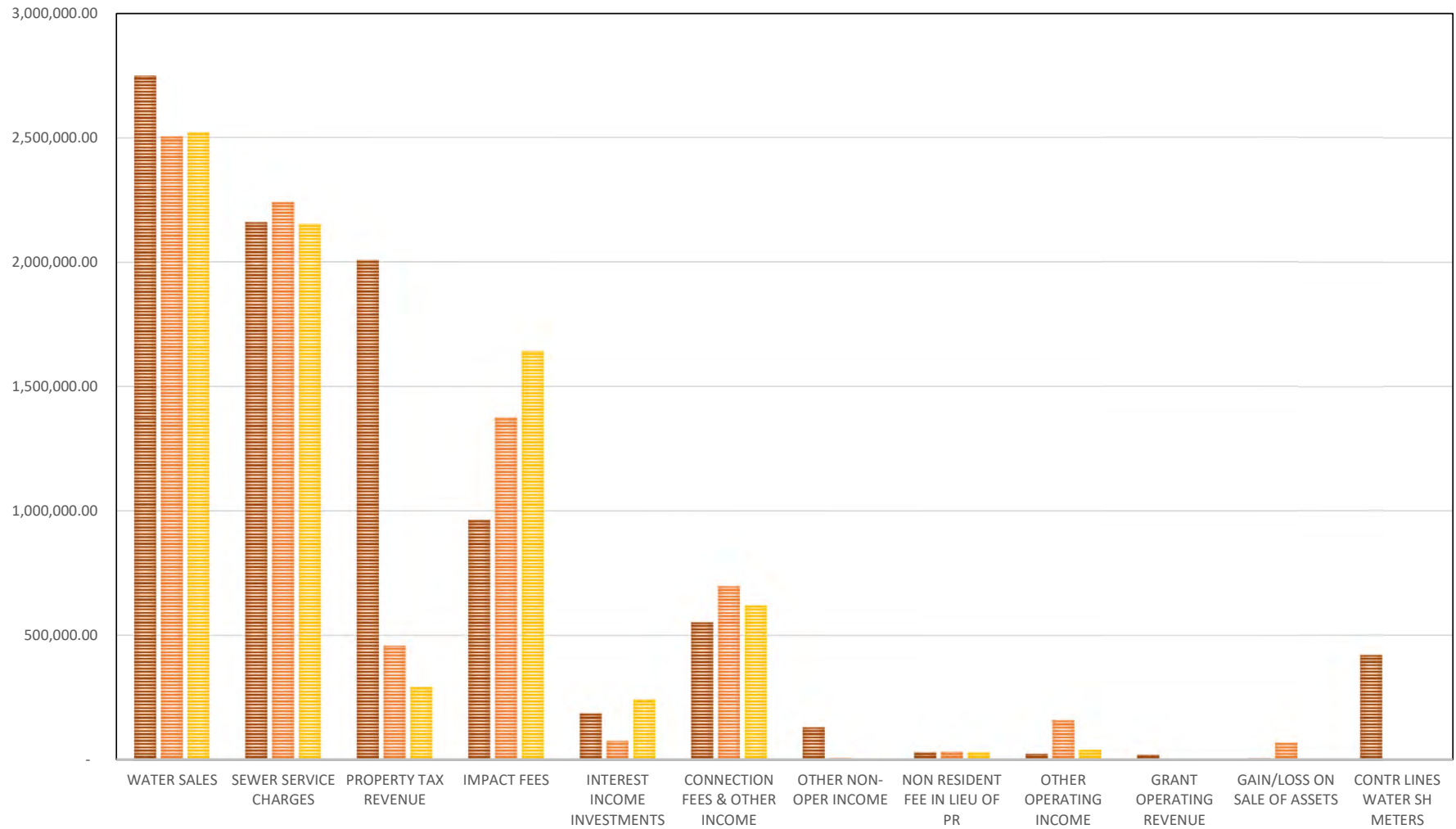
AS OF 07/31/2021

AS OF 07/31/2020

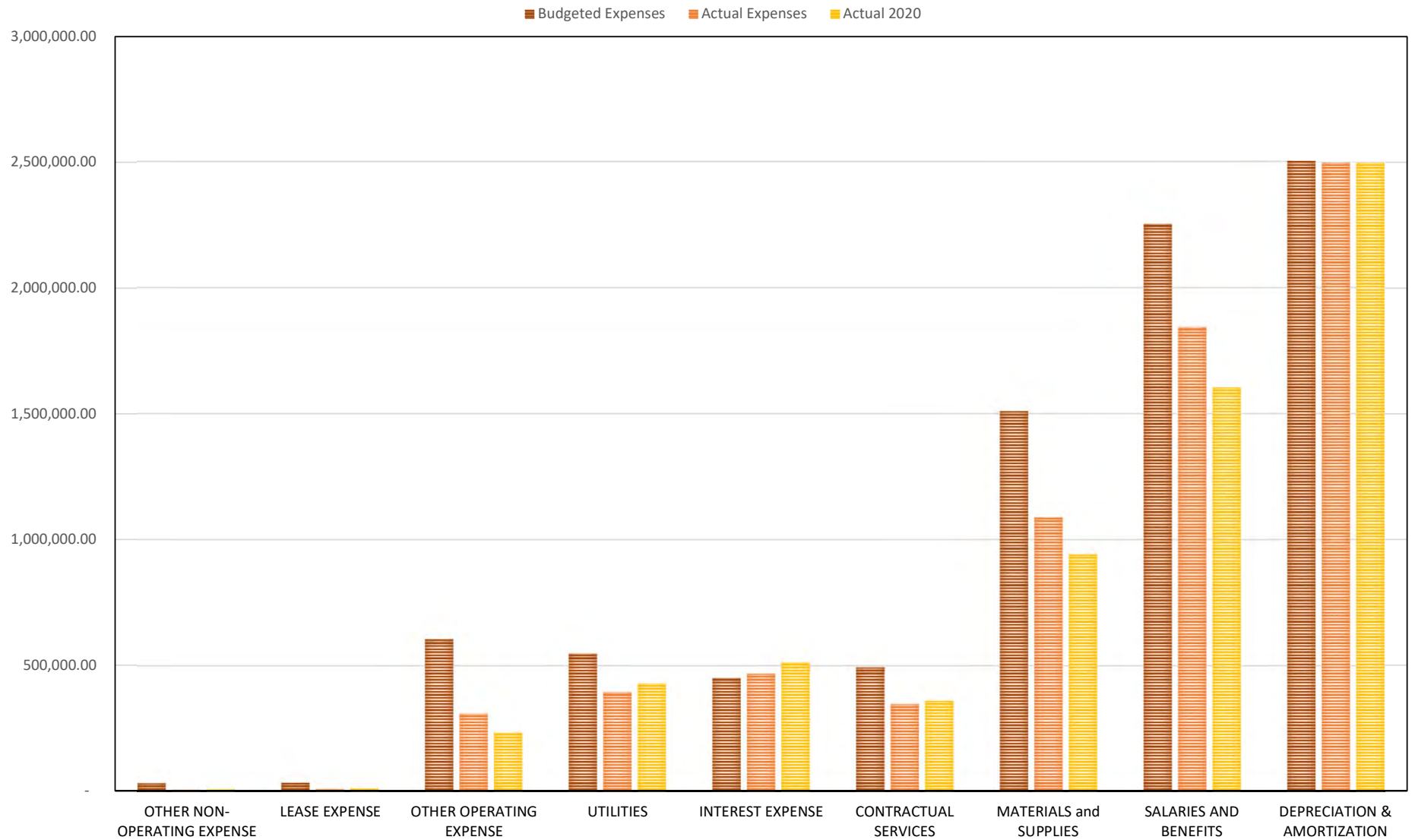
Total Revenue	\$	7,611,842.99		\$	7,549,202.79
Total Expenses	\$	6,955,694.91		\$	6,591,207.60
Overall Income/(Loss)	\$	656,148.08		\$	957,995.19
				\$	(301,847.11)
Difference	Impact Fees	-16.30%	\$	(267,660.00)	
	Interest Income	-69.04%	\$	(168,222.32)	
			\$	(435,882.32)	

JULY 2021 YTD REVENUE BUDGET VS ACTUAL

■ Budgeted Revenue ■ Actual Revenue ■ Actual 2020



JULY 2021 YTD EXPENSES BUDGET VS ACTUAL



MAGNA WATER DISTRICT
BALANCE SHEET
JULY 31, 2021

ASSETS

01-00-1010-00	014198014 CHECKING	774,470.16
01-00-1011-00	5038 SEWER IMPACT FEES-RESTR	2,679,727.91
01-00-1012-00	TILL MONEY	900.00
01-00-1013-00	REFUND CHECKING ACCOUNT	(12,308.62)
01-00-1015-00	EXPRESS EFT PAYMENTS	611,945.27
01-00-1027-00	610497 PROJECT CASH BONDS	261,040.31
01-00-1028-00	610505 PROJECT CASH BONDS	261,050.29
01-00-1030-00	PETTY CASH	400.00
01-00-1035-00	5767 - PROPERTY TAXES	5,845,404.51
01-00-1050-00	980984157 GO BOND PROCEEDS	3,295,100.87
01-00-1111-00	5039 - SECONDARY IMP FEE-RESTR	888,525.23
01-00-1112-00	5674 OPEB RESERVE	2,519,889.49
01-00-1118-00	4816 WW RESERVE ACCOUNT	217,099.38
01-00-1118-01	4816 SECONDARY SUBSIDY FUND	866,717.08
01-00-1124-01	3166 IMPACT FEES WATER-RESTR	3,784,599.43
01-00-1127-00	5436867A 2007 REV BOND-RESTR	297,106.44
01-00-1129-01	4319 REPLACE & RESERV-REST	4,562,518.06
01-00-1130-00	3900 SECONDARY WATER LINES	1,034,129.85
01-00-1145-00	5186 ATK FIXED SERV COSTS PMT	5,428,856.99
01-00-1257-00	5436867 2007 BOND FUND-RESTR	190,578.69
01-00-1262-00	5436869 2013 GO BOND FUND REST	120,577.73
01-00-1275-00	5436871 2017 GO BOND FUND	148.69
01-00-1290-00	5436872 SERIES 2019 BOND FUND	80.43
01-00-1300-00	CASH CLEARING - UTILITIES	723.21
01-00-1310-00	ACCTS REC. -WATER & SEWER	1,117,797.14
01-00-1315-00	CONTRACT AR	334.42
01-00-1320-00	ALLO UNCOLL. ACCT. (CRE.)	(8,311.00)
01-00-1340-00	ALLOW UNCOLLECTIBLE TAXES	(900.00)
01-00-1370-00	MISCELLANEOUS RECEIVABLES	195,485.21
01-00-1520-00	PREPAID EXPENSE	33,930.87
01-00-1530-00	OTHER - INVENTORY	217,106.75
01-00-1530-01	OTHER-METER INVENTORY	386,106.11
01-00-1580-00	SUSPENSE	(460.00)
01-00-1610-00	ORGANIZATION	8,749.98
01-00-1620-00	LAND AND LAND RIGHTS	967,211.40
01-00-1640-00	FURNITURE & FIXTURES	106,668.11
01-00-1650-00	TRANSPORTATION EQUIPMENT	1,661,949.46
01-00-1660-00	OTHER GENERAL EQUIPMENT	1,269,122.29
01-00-1670-00	BUILDINGS	4,046,860.80
01-00-1690-00	LESS ACC. DEP. GEN. PLANT	(2,122,137.60)
01-00-1702-00	WATER RIGHTS	350,592.00
01-00-1705-00	LAND AND LAND RIGHTS	2,101,239.61
01-00-1710-00	STRUCTURES & IMPROVEMENTS	28,354,634.29
01-00-1710-86	TRUCK GARAGE & SAND BINS AT SH	970.00
01-00-1715-00	COLL. & IMPD. RESERVOIRS	6,426,349.61
01-00-1715-94	GATEWAY TO LITTLE VALLEY	32,858.50
01-00-1720-00	WELLS AND SPRINGS	1,908,427.73
01-00-1740-00	TRANS. & DISTRIB. MAINS	23,116,054.33
01-00-1740-80	MORGAN ASPHALT WL UPGRADE	5,670.00
01-00-1740-81	2021 WATERLINE REPLACEMENT PRO	57,421.55
01-00-1745-00	SERVICE WATER CONNECTIONS	105,958.71
01-00-1750-00	WATER METERS	2,345,836.74
01-00-1765-00	LESS ACC. DEP WATER UT PL	(28,900,795.64)
01-00-1810-00	LAND & LAND RIGHTS-SEWER	412,740.72
01-00-1820-00	WASTEWATER TREATMNT PLANT	37,060,232.37
01-00-1840-00	CAP. INT.-NEW SEWAGE PLNT	270,373.89

MAGNA WATER DISTRICT
BALANCE SHEET
JULY 31, 2021

01-00-1850-00	TRANS. & DISTR. LINES	13,754,218.30	
01-00-1850-92	30" WESTSIDE COLLECT PROJ 1A	(420,000.00)	
01-00-1850-93	2019-2020 SEWER COLL REPAIRS	635,556.49	
01-00-1850-94	MERIDIAN REST SEWER MAIN UPGRA	80,126.84	
01-00-1880-00	OTHER GENERAL EQUIPMENT	339,924.73	
01-00-1890-00	LESS ACC. DEP. -SEWER PLT	(23,436,578.93)	
01-00-1920-00	SECONDARY WATER SHARES	17,575.84	
01-00-1925-00	CANAL SHARES	534,986.72	
01-00-1930-00	SECONDARY TRANS & MAINS	8,708,943.66	
01-00-1930-87	UPSIZE SECONDARY UDOT	11,646.43	
01-00-1930-88	4100 S SECONDARY WATERLINE	647,836.51	
01-00-1930-89	2019 SECONDARY WATER LINE PROJ	125,373.00	
01-00-1930-91	SECONDARY WATER REUSE PIPELINE	133,231.10	
01-00-1930-92	SECONDARY LINE COTTONWOOD LAND	41,880.23	
01-00-1930-99	CW FARMS UPSIZE SEC 6" TO 16"	78,966.90	
01-00-1935-00	SECONDARY WATER RESERVOIR	1,478,057.35	
01-00-1940-00	SECONDARY METERS SET	98,958.29	
01-00-1945-99	ZONE 3 SCONDY BOOSTR PUMP STA	56,172.32	
01-00-1990-00	SECONDARY WATER ACCUM DEPRECIA	(2,511,839.71)	
01-00-1995-00	DEFERRED PENSION OUTFLOWS	484,916.00	
01-00-1996-00	DEFERRED OPEB OUTFLOWS	882,335.00	
TOTAL ASSETS			116,899,646.82

MAGNA WATER DISTRICT
BALANCE SHEET
JULY 31, 2021

LIABILITIES AND EQUITY

LIABILITIES

01-00-2020-00	RETAINIAGE PAYABLE	1,929.06
01-00-2110-00	ACCOUNTS PAYABLE	(73,141.94)
01-00-2120-00	ACCRUED WAGES	(.02)
01-00-2125-00	OPEB OBLIGATION	2,483,814.67
01-00-2140-00	ACCRUED SICK LEAVE	87,886.81
01-00-2210-00	ACCRUED INTEREST 2019 GO BOND	45,134.33
01-00-2245-00	ACCR INT PAYABLE 2017 GO BOND	74,029.14
01-00-2260-00	2003 WATER RESOURCE INT PAYABL	3,850.45
01-00-2264-00	ACCRUED INTEREST 2013 GO BOND	23,681.11
01-00-2268-00	ACCRUED INT 2007REV BOND	42,490.00
01-00-2310-00	FEDERAL INC. TAX WITHHELD	.07
01-00-2320-00	STATE INC. TAXES WITHHELD	(5,614.27)
01-00-2330-00	FICA WITHHELD	222.20
01-00-2335-00	DENTAL SELECT INSURANCE	128.19
01-00-2340-00	401(K) WTH & PAID	1,030.06
01-00-2345-00	EXECUTIVE PENSION	(33,578.35)
01-00-2350-00	UNION DUES	(1,370.00)
01-00-2354-00	OPEB DEFERRED INFLOWS	8,439.00
01-00-2355-00	NET PENSION LIABILITY	487,876.00
01-00-2360-00	EMPLOYER'S SUTA/WORK COMP	(6,301.97)
01-00-2365-00	AFLAC WTH & PMTS	624.34
01-00-2370-00	ALLSTATE INSURANCE LIFE DIS	1,228.90
01-00-2372-00	AMER GEN LIFE INSURANCE	(2,645.37)
01-00-2374-00	APA BENEFITS 401K LOAN	275.00
01-00-2383-00	LINCOLN NATIONAL LIFE INS CO	421.84
01-00-2390-00	WASHINGTON NAT INSURANCE	898.90
01-00-2391-00	UTSF UNION HEALTH INSURANCE	35,638.50
01-00-2392-00	WCT UNION PENSION	19,262.16
01-00-2395-00	REGENCE BCBS INSURANCE	(2,504.62)
01-00-2399-00	MISC PAYABLE	588,012.97
01-00-2410-00	HYDRANT DEPOSITS	44,261.00
01-00-2420-00	BANKRUPTCY DEPOSITS	469.36
01-00-2450-02	WAT LAO SALT LAKE	929.04
01-00-2450-11	MAGNA STORAGE UNITS	(909.80)
01-00-2450-21	GRANITE SCHOOL DIST CYPRUS FIE	3,681.40
01-00-2450-23	MAGNA HAMPTONS	8,979.00
01-00-2450-26	OQUIRRH MEADOWS PHASE IV	6,909.95
01-00-2450-30	PLANET TOOTH	(880.97)
01-00-2450-31	SENIOR CITIZENS CENTER	126.81
01-00-2450-34	TOLBERT SUBDIVISION	642.50
01-00-2450-35	DIAMOND TREE EXPERTS	678.00
01-00-2450-36	MAGNA LIBRARY	(2,626.03)
01-00-2450-40	MILL POINT PROJECT	(.01)
01-00-2450-46	BONANZA MEADOWS SUB	717.00
01-00-2450-47	DAISY MEADOWS SUB	1,116.84
01-00-2450-51	WHITE FARMS/IVORY HOMES	21,051.69
01-00-2450-63	SAGE GATE HARKER'S LANDING	7,472.24
01-00-2450-71	ARTIC CIRCLE REBUILD	1,680.00
01-00-2450-79	GODFREY TRUCK MTNCE FACILITY	(1,393.89)
01-00-2450-80	BURGER KING	2,660.40
01-00-2450-84	WINDSOR ESTATES	6,279.78
01-00-2450-85	GREAT WESTERN LEASING	2,390.34
01-00-2450-98	FAMILY DOLLAR STORE	1,427.09

MAGNA WATER DISTRICT
BALANCE SHEET
JULY 31, 2021

01-00-2451-02	MOUNTAINWEST TRUCK CENTER	1,514.45
01-00-2451-03	EMR SHOP	370.10
01-00-2451-08	FREEPORT WEST ARA BUILDING B	(7,797.71)
01-00-2451-10	ATK WATERLINE 2100 S FOR RESID	559.50
01-00-2451-12	PENDLETON GROVE SUBDIVISION	7,244.47
01-00-2451-14	DOMINION ENERGY LNG FACILITY	19,592.64
01-00-2451-16	COPART OF AZ INC	1,377.70
01-00-2451-17	FIG COLONY FARMS LLC	57,347.88
01-00-2451-19	PENDLETON PUD SUBDIVISION	(97.70)
01-00-2451-21	GABLERS GROVE IVORY HOMES	431.74
01-00-2451-22	SILVER SPUR OFFICE & SHOP	516.75
01-00-2451-23	MAGNA REGIONAL PARK PROJECT	2,046.45
01-00-2451-24	GATEWAY TO LITTLE VALLEY PROJE	29,688.75
01-00-2451-25	WVC PARKS PROJECT	4,575.17
01-00-2451-26	MAGNA APT & DINER REMODEL	(189.00)
01-00-2451-27	201 MOUNTAIN VIEW PROJECT	22,483.05
01-00-2451-28	SWIFT TOWING IMPOUND LOT	900.00
01-00-2451-29	HOLIDAY OIL 7200 W	1,992.50
01-00-2451-30	8400 W TRAFFIC CALMING SLCO	795.30
01-00-2451-32	CALDER FIELD SUBDIVISION	(8,684.00)
01-00-2451-33	MAGNA DETENTION PONDS/SLCO	450.00
01-00-2451-34	WASATCH FLEET SERVICE	1,932.38
01-00-2451-36	ARA INDUSTRIAL PARK BLDG D	9,856.12
01-00-2451-37	201 LOGISTICS CENTER PH I	25,391.75
01-00-2451-38	OQUIRRH MEADOWS PHASE V	16,224.63
01-00-2451-39	RWK 201	2,715.35
01-00-2451-40	RICHARDS RANCH	30,399.13
01-00-2451-41	7 ELEVEN 8400 W	7,675.88
01-00-2451-42	ARDERO 8000	223.50
01-00-2451-43	JCC WAREHOUSE	7,149.25
01-00-2451-44	QUICK QUACK WEST VALLEY	1,626.00
01-00-2451-45	TEANCUM PROPERTIES 2	2,032.57
01-00-2451-47	ARA INDUS CENTER PH3 ROADWAY	16,158.34
01-00-2451-49	SANSONE GROUPWAREHOUSE/FLEX BL	22,711.88
01-00-2451-50	CW FARMS PH 5 & 6	15,319.00
01-00-2451-51	MAVERIK 8000 WEST	4,904.73
01-00-2451-52	ARBOR PARK APARTMENTS PROJECT	255.00
01-00-2451-53	7200 W TOWNHOUSES	900.00
01-00-2451-54	GABLERS GROVE PHASE II	10,705.00
01-00-2451-55	JACOBSON LAYDOWN YARD	5,102.76
01-00-2451-56	WALLACE STEGNER ACADEMY	13,757.88
01-00-2451-57	ASTEND AT LITTLE VALLEY - APTS	900.00
01-00-2451-58	BRENNAN CREEK	21,912.00
01-00-2451-59	GAZELLE PROJECT BY DOMINION EN	13,619.00
01-00-2451-62	GABLER'S GROVE PHASE III IVORY	46,528.64
01-00-2451-63	ARBOR PARK TOWNHOMES	36,052.52
01-00-2512-00	VEHICLE LEASE PAYABLE	507,438.90
01-00-2530-00	2007 REV BOND WATER RESOURCE	4,633,000.00
01-00-2545-00	2013 GO REFUNDING BOND	4,050,000.00
01-00-2558-00	2017 GO BOND PAYABLE	11,935,000.00
01-00-2559-00	2019 GO BOND PAYABLE	7,490,000.00
01-00-2562-00	2003 WATER RESOURCE LOAN - SEC	349,937.89
01-00-2562-01	2003 WR LOAN CURR PORTION	49,406.52
01-00-2570-00	2017 BOND PREMIUM	699,140.56
01-00-2575-00	2019 BOND PREMIUM	636,385.14
01-00-2580-00	2013 BOND PREMIUM	143,054.70
01-00-2590-00	SECONDARY WATER DEDICATION CRE	754,119.00

MAGNA WATER DISTRICT
BALANCE SHEET
JULY 31, 2021

TOTAL LIABILITIES 35,584,032.96

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

01-00-3010-00	UNRESTRICTED NET ASSETS	26,171,891.12
01-00-3020-00	RESTRICTED FOR DEBT SERVICE	636,530.00
01-00-3030-00	RESTRICTED FOR CAPITAL PROJECT	5,209,950.66
01-00-3100-00	INV IN FIXED ASSET NET DEBT	48,641,094.00
	REVENUE OVER EXPENDITURES - YTD	656,148.08

BALANCE - CURRENT DATE 81,315,613.86

TOTAL FUND EQUITY 81,315,613.86

TOTAL LIABILITIES AND EQUITY 116,899,646.82

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>WATER</u>					
01-01-4000-00 WATER SALES	2,295,768.25	2,341,089.80	2,508,331.00	167,241.20	93.3
01-01-4001-00 FLUORIDE SALES	72,985.41	42,557.90	75,831.00	33,273.10	56.1
01-01-4005-00 WATER METER SET	121,869.00	59,884.00	99,169.00	39,285.00	60.4
01-01-4007-00 WATER INSPECTION	117,723.81	19,586.10	134,169.00	114,582.90	14.6
01-01-4008-00 WATER BUY-IN	70,465.00	141,975.00	43,750.00	(98,225.00)	324.5
01-01-4010-00 WATER IMPACT FEE	1,506,816.00	799,020.00	466,669.00	(332,351.00)	171.2
01-01-4013-00 INCOME CONTRIBUTED CAPITAL	.00	.00	175,000.00	175,000.00	.0
01-01-4014-00 WATER LETTER	150.00	.00	294.00	294.00	.0
01-01-4015-00 METER TAMPERING FEE	.00	100.00	294.00	194.00	34.0
01-01-4016-00 FEES (DELINQUENT ACCTS)	1,059.97	2,612.34	2,625.00	12.66	99.5
01-01-4040-00 OTHER OPER. INCOME-WATER	40,759.29	157,226.66	23,331.00	(133,895.66)	673.9
01-01-4044-00 PROPERTY TAX REVENUE 42.50%	131,523.44	194,031.78	852,978.00	658,946.22	22.8
01-01-4060-00 GAIN ON SALE OF ASSETS	.00	27,592.43	1,169.00	(26,423.43)	2360.3
01-01-4065-00 INDUSTRY COST SHARE INCOME	.00	.00	105,000.00	105,000.00	.0
01-01-4080-00 OTHER NON-OPERATING INCOM	671.80	650.00	56.00	(594.00)	1160.7
01-01-4080-01 GRANT MONIES JVVCD CONSERVATIO	.00	.00	20,419.00	20,419.00	.0
TOTAL WATER REVENUE	4,359,791.97	3,786,326.01	4,509,085.00	722,758.99	84.0

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4115-00 SALARIES - WATER	286,709.33	381,151.23	383,250.00	2,098.77	99.5
01-01-4130-00 PAYROLL TAXES	24,694.99	33,392.33	67,081.00	33,688.67	49.8
01-01-4135-00 EMPLOYEE FRINGE BENEFITS	126,938.40	171,771.93	217,581.00	45,809.07	79.0
01-01-4150-00 ENGINEERING	14,273.25	.00	55,419.00	55,419.00	.0
01-01-4150-01 WELL EVAL & GRWATER MONITORING	9,565.56	.00	.00	.00	.0
01-01-4150-03 TANK RELOCATION STUDY	6,236.45	.00	.00	.00	.0
01-01-4150-05 SCADA SYSTEM (DIST)	38,582.50	.00	17,500.00	17,500.00	.0
01-01-4150-06 SOURCE WATER PROTECTION	1,170.29	.00	.00	.00	.0
01-01-4150-07 EMERGENCY RESPONSE PLAN	1,660.35	.00	14,581.00	14,581.00	.0
01-01-4150-08 2021 TANK PAINTING & REPAIRS	.00	2,850.00	.00	(2,850.00)	.0
01-01-4156-00 MAINTENANCE CONTRACTS	1,511.58	2,260.58	1,169.00	(1,091.58)	193.4
01-01-4160-00 EQUIPMENT LEASE EXPENSE	10,458.78	7,821.21	20,419.00	12,597.79	38.3
01-01-4165-00 JANITORIAL EDR	2,633.00	2,856.00	3,269.00	413.00	87.4
01-01-4170-00 WATER LAB & TESTING	12,841.40	9,466.00	15,750.00	6,284.00	60.1
01-01-4173-00 FIRST AID & SAFETY	538.20	236.97	3,500.00	3,263.03	6.8
01-01-4175-00 OTHER CONTRACTUAL SERVICE	7,000.00	7,000.00	7,000.00	.00	100.0
01-01-4178-00 INSPECTION EXPENSE	6,409.58	7,147.35	32,081.00	24,933.65	22.3
01-01-4180-00 WATER PURCHASED	163,759.54	161,398.15	226,919.00	65,520.85	71.1
01-01-4185-00 REPAIRS MAINTENANCE-WATER	237,787.26	372,022.37	351,750.00	(20,272.37)	105.8
01-01-4215-00 UNIFORMS AND LINEN WATER	6,304.06	7,916.47	5,831.00	(2,085.47)	135.8
01-01-4216-00 STORMWATER FEE FOR EDR	392.00	470.40	581.00	110.60	81.0
01-01-4217-00 GARBAGE COLLECTION	3,582.60	2,590.10	3,500.00	909.90	74.0
01-01-4220-00 OFFICE SUPPLIES	2,308.77	1,345.54	2,044.00	698.46	65.8
01-01-4220-01 OFFICE EQUIPMENT EXPENSE	4,531.87	1,539.98	3,500.00	1,960.02	44.0
01-01-4230-00 QUESTAR GAS	15,516.64	17,062.04	14,000.00	(3,062.04)	121.9
01-01-4230-01 ROCKY MOUNTAIN POWER	28,065.37	77,824.37	291,669.00	213,844.63	26.7
01-01-4230-02 BARTON 1&2 201610860078	181,759.74	80,363.16	.00	(80,363.16)	.0
01-01-4230-05 ZONE 3 CUL PMP ST 201610860011	1,007.70	1,635.08	.00	(1,635.08)	.0
01-01-4230-06 BOOSTER STA. 201610860060	15,468.45	8,061.83	.00	(8,061.83)	.0
01-01-4230-07 BACHUS RESV. 201610860029	462.35	465.27	.00	(465.27)	.0
01-01-4230-08 3500 S. TNKS. 201610860011	2,167.31	4,073.27	.00	(4,073.27)	.0
01-01-4230-09 VFORGE RESERV 259599560036	5,046.83	10,035.32	.00	(10,035.32)	.0
01-01-4230-10 JORDAN V CON 259599560044	(250.61)	.00	.00	.00	.0
01-01-4240-00 CMENT SHP 259599560010	2,411.04	3,280.86	.00	(3,280.86)	.0
01-01-4244-00 CHEMICALS WATER PLANT	22,625.85	39,755.81	37,919.00	(1,836.81)	104.8
01-01-4250-00 TELEPHONE/DATA SERVICES	2,443.77	2,528.55	3,031.00	502.45	83.4
01-01-4255-00 PERFORMANCE & EVALUATION	.00	.00	3,500.00	3,500.00	.0
01-01-4257-00 CELLULAR - PHONES SERVICE	1,724.11	1,822.23	2,800.00	977.77	65.1
01-01-4258-00 SAFETY TRAINING PROGRAM	.00	.00	2,331.00	2,331.00	.0
01-01-4270-00 DEPRECIATION-WATER UTILITY	1,166,669.00	1,166,669.00	1,190,000.00	23,331.00	98.0
01-01-4320-00 VEHICLE/EQUIPMENT GAS & REPAIR	(918.53)	.00	.00	.00	.0
01-01-4320-04 2018 KWT370 DUMP TRUCK 181820	455.98	1,635.96	581.00	(1,054.96)	281.6
01-01-4320-07 2000 END DUMP PUP TRAILER	.00	40.00	.00	(40.00)	.0
01-01-4320-08 F550 2 1/2 TON 4 DOOR SERVICE	1,275.65	2,251.02	1,169.00	(1,082.02)	192.6
01-01-4320-11 CAT BACKHOE 430 D	117.43	149.34	581.00	431.66	25.7
01-01-4320-16 86 METAL CRAFT TRAILER	127.86	.00	119.00	119.00	.0
01-01-4320-21 2009 GMC CANYON 4X4	370.29	1,823.69	469.00	(1,354.69)	388.9
01-01-4320-22 2014 970 HUSQUAVARNA SAW	.00	.00	469.00	469.00	.0
01-01-4320-25 1" HONDA PUMP	.00	34.20	.00	(34.20)	.0
01-01-4320-35 2021 CHEV 3500 SLVRDO	.00	1,887.86	.00	(1,887.86)	.0
01-01-4320-39 2000 SEWER TRUCK	40.65	.00	875.00	875.00	.0
01-01-4320-44 F750 FORD SERVICE TRUCK	1,525.74	1,351.39	1,750.00	398.61	77.2
01-01-4320-45 08 VAC TRUCK	5,888.76	32,778.12	8,456.00	(24,322.12)	387.6
01-01-4320-46 CB 34 ROLLER	.00	215.99	.00	(215.99)	.0
01-01-4320-49 94 J.D. BACKHOE	316.06	.00	350.00	350.00	.0
01-01-4320-54 TRAILER SPRAYER & PUMP	.00	3.16	.00	(3.16)	.0

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-01-4320-56 TRAIL KING TRAILER	150.14	422.47	294.00	(128.47)	143.7
01-01-4320-63 2021 CHEV SLVRDO 1500 236331	712.50	8,990.76	581.00	(8,409.76)	1547.5
01-01-4320-64 F-150 FORD 2013 B04364	1,109.84	.00	931.00	931.00	.0
01-01-4320-66 PARTNER SAW	.00	352.00	.00	(352.00)	.0
01-01-4320-67 2021 CHEV TRAVERSE 162475	.00	320.96	.00	(320.96)	.0
01-01-4320-69 2021 CHEV SLVRDO 1500 236513	1,733.14	2,089.12	1,456.00	(633.12)	143.5
01-01-4320-74 STERLINE DUMP TRUCK	1,051.60	6,340.81	875.00	(5,465.81)	724.7
01-01-4320-76 2021 CHEV SLVRADO 1500 236566	1,835.19	3,233.24	1,456.00	(1,777.24)	222.1
01-01-4320-81 2021 CHEV SLVRDO 1500 236735	1,228.33	1,092.47	1,169.00	76.53	93.5
01-01-4320-83 2021 CHEV SLVRDO 3500 227731	.00	2,088.84	.00	(2,088.84)	.0
01-01-4320-84 BACKHOE 420F2 SN 01576	5,036.72	664.96	4,081.00	3,416.04	16.3
01-01-4320-85 2021 CHEV SLVRDO 3500 227581	.00	899.51	.00	(899.51)	.0
01-01-4320-87 CAT MINI-EX	.00	165.20	581.00	415.80	28.4
01-01-4320-98 RENTAL EQUIP (GAS) FUEL	.00	352.57	.00	(352.57)	.0
01-01-4345-00 CONSERVATION	.00	.00	2,331.00	2,331.00	.0
01-01-4350-00 TRAINING	7,401.50	3,285.00	10,500.00	7,215.00	31.3
01-01-4355-00 DUES, MEMBERSHIPS	4,972.00	5,098.50	4,081.00	(1,017.50)	124.9
01-01-4360-00 BAD DEBTS	7,154.35	4,763.53	8,750.00	3,986.47	54.4
01-01-4370-00 INSURANCE	55,163.00	63,104.00	49,581.00	(13,523.00)	127.3
01-01-4380-00 MISC. OPERATING EXPENSE	395.11	4,126.85	2,919.00	(1,207.85)	141.4
01-01-4510-00 CDRA PROPERTY TAX EXPENSE	.00	.00	145,831.00	145,831.00	.0
01-01-4519-00 AMORTIZ OF PREMIUM DISC 2013	(4,780.86)	(4,780.86)	(4,781.00)	.14	(100.0)
01-01-4525-00 AMORT OF PREMIUM DISC 2017	(8,007.86)	(8,007.86)	(8,050.00)	(42.14)	(99.5)
01-01-4527-00 2019 GO BOND PREMIUM AMORT	.00	(6,472.41)	(6,475.00)	(2.59)	(100.0)
01-01-4540-00 LEASE INTERST EXPENSE	6,120.95	556.45	5,831.00	5,274.55	9.5
01-01-4551-00 INTEREST EXP 2007 REV BOND	42,490.00	42,490.00	40,831.00	(1,659.00)	104.1
01-01-4554-00 INTEREST EXP 2013 BOND 48.22%	36,626.59	36,626.59	35,000.00	(1,626.59)	104.7
01-01-4557-00 INTEREST EXPENSE 2017 GO BOND	78,245.65	78,245.65	74,669.00	(3,576.65)	104.8
01-01-4559-00 INTEREST EXP FOR 2019 BOND	52,019.55	48,386.10	46,081.00	(2,305.10)	105.0
01-01-4560-00 OTHER NON-OPERATING EXPNS	447.61	645.43	1,169.00	523.57	55.2
01-01-5001-00 EDR MAINTENANCE	69,053.45	84,129.19	233,331.00	149,201.81	36.1
01-01-5005-00 EDR CHEMICALS	4,670.71	13,895.95	17,500.00	3,604.05	79.4
01-01-5015-00 EDR SAMPLING	2,030.00	1,635.00	4,081.00	2,446.00	40.1
TOTAL WATER EXPENSE	2,791,066.41	3,023,724.15	3,667,398.00	643,673.85	82.5
TOTAL WATER NET REVENUE/INCOME(LOSS)	1,568,725.56	762,601.86	841,687.00	79,085.14	90.6

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>SEWER</u>					
01-02-4000-00 SEWER SERVICE CHARGES	2,152,790.61	2,239,438.58	2,158,331.00	(81,107.58)	103.8
01-02-4007-00 SEWER INSPECTION	224,233.95	62,533.62	134,169.00	71,635.38	46.6
01-02-4008-00 SEWER BUY-IN	73,884.00	267,656.00	58,331.00	(209,325.00)	458.9
01-02-4010-00 SEWER CONNECTION	1,508,107.00	459,839.00	350,000.00	(109,839.00)	131.4
01-02-4013-00 INCOME CONTRIBUTED CAPITAL	.00	.00	175,000.00	175,000.00	.0
01-02-4014-00 SEWER LETTER	60.00	.00	56.00	56.00	.0
01-02-4040-00 OTHER OPER. INCOME-SEWER	.00	.00	56.00	56.00	.0
01-02-4044-00 PROPERTY TAX REVENUE 44.07%	136,839.21	201,739.28	884,471.00	682,731.72	22.8
01-02-4060-00 GAIN ON SALE OF ASSETS	.00	25,242.87	2,331.00	(22,911.87)	1082.9
01-02-4080-00 OTHER NON-OPERATING INCOM	600.00	784.25	469.00	(315.25)	167.2
TOTAL SEWER REVENUE	4,096,514.77	3,257,233.60	3,763,214.00	505,980.40	86.6

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4115-00 SALARIES - SEWER	352,011.43	317,135.90	402,500.00	85,364.10	78.8
01-02-4130-00 PAYROLL TAXES	31,758.82	29,159.39	78,169.00	49,009.61	37.3
01-02-4135-00 EMPLOYEE FRINGE BENEFITS	145,605.39	148,946.54	200,081.00	51,134.46	74.4
01-02-4150-00 ENGINEERING STUDY WWTP FUTURE	27,078.39	94,687.29	11,669.00	(83,018.29)	811.4
01-02-4160-00 EQUIPMENT LEASE EXPENSE	.00	.00	14,581.00	14,581.00	.0
01-02-4165-00 JANITORIAL WWTP ADMIN	1,518.00	1,295.00	1,519.00	224.00	85.3
01-02-4170-00 SEWER LAB & TESTING	17,682.00	25,174.70	23,331.00	(1,843.70)	107.9
01-02-4173-00 FIRST AID & SAFETY	538.20	352.37	2,331.00	1,978.63	15.1
01-02-4175-00 OTHER CONTRACTUAL SERVICE	7,000.00	7,000.00	7,000.00	.00	100.0
01-02-4178-00 INSPECTION EXPENSE	11,021.07	22,866.87	37,919.00	15,052.13	60.3
01-02-4185-00 REPAIRS MAINTENANCE-SEWER	217,404.79	216,949.74	350,000.00	133,050.26	62.0
01-02-4215-00 UNIFORMS AND LINEN SEWER	8,817.36	10,360.04	11,669.00	1,308.96	88.8
01-02-4217-00 GARBAGE COLLECTION	18,434.97	12,158.62	18,669.00	6,510.38	65.1
01-02-4220-00 OFFICE SUPPLIES	2,190.85	2,948.47	2,625.00	(323.47)	112.3
01-02-4220-01 OFFICE EQUIPMENT EXPENSE	3,581.97	.00	3,500.00	3,500.00	.0
01-02-4230-00 QUESTAR GAS	18,276.38	19,039.00	20,419.00	1,380.00	93.2
01-02-4230-01 POWER 7650 W 2100 S 15460016	33,943.42	31,420.10	160,419.00	128,998.90	19.6
01-02-4230-02 POWER WWTP 10860177 CONT & USG	82,073.00	97,084.92	.00	(97,084.92)	.0
01-02-4230-12 POWER ADMIN BLDG 10860169	60.67	58.56	.00	(58.56)	.0
01-02-4244-00 CHEMICALS - SEWER	68,130.34	85,777.00	87,500.00	1,723.00	98.0
01-02-4250-00 TELEPHONE/DATA SERVICES	4,967.03	5,120.71	5,831.00	710.29	87.8
01-02-4255-00 PERFORMANCE & EVALUATION	.00	.00	2,919.00	2,919.00	.0
01-02-4257-00 CELLULAR - PHONES SERVICE	3,915.96	6,257.63	4,781.00	(1,476.63)	130.9
01-02-4258-00 SAFETY TRAINING PROGRAM	.00	.00	1,750.00	1,750.00	.0
01-02-4270-00 DEPRECIATION-SEWER UTILITY	875,000.00	875,000.00	875,000.00	.00	100.0
01-02-4320-00 VEHICLE/EQUIP GAS & REPAIRS	(1,099.38)	.00	406.00	406.00	.0
01-02-4320-03 2016 FORD F-350 VIN 39347	1,357.30	1,457.70	1,750.00	292.30	83.3
01-02-4320-06 2007 CHEV PICKUP VIN 542936	.00	199.66	.00	(199.66)	.0
01-02-4320-10 2007 CHEV PICKUP VIN 546906	201.83	154.89	581.00	426.11	26.7
01-02-4320-30 2015 VACTOR TRUCK FREIGHTLINER	2,403.11	3,658.03	2,919.00	(739.03)	125.3
01-02-4320-33 SEWER MOBILE TRACK/EASMENT MAC	595.82	.00	875.00	875.00	.0
01-02-4320-37 JD LAWN TRACTOR D170 604638	116.95	94.61	1,169.00	1,074.39	8.1
01-02-4320-48 JD LAWN TRACTOR (1991)	370.60	.00	406.00	406.00	.0
01-02-4320-52 2013 CAMERA VAN 78965	2,675.77	7,504.75	3,500.00	(4,004.75)	214.4
01-02-4320-55 2019 KENWTH T880 TRUCK 247348	575.96	758.32	581.00	(177.32)	130.5
01-02-4320-58 95 VOLVO WHEEL LOADR FUEL	1,426.65	150.39	1,169.00	1,018.61	12.9
01-02-4320-60 10-WHEELER DUMP TRUCK	1,022.27	.00	875.00	875.00	.0
01-02-4320-61 2016 MACK DUMP TRUCK	160.00	1,967.22	294.00	(1,673.22)	669.1
01-02-4320-62 LOADER 544K VIN 679569	35.00	.00	581.00	581.00	.0
01-02-4320-65 2021 CHEV SLVRDO 1500 236350	1,146.03	1,080.98	1,050.00	(30.98)	103.0
01-02-4320-68 VENTRAC MOWER	.00	55.08	.00	(55.08)	.0
01-02-4320-77 2021 CHEV SLVRDO 1500 236596	978.60	966.81	2,219.00	1,252.19	43.6
01-02-4320-78 2021 CHEV SLVRDO 1500 236596	2,039.50	1,229.17	2,044.00	814.83	60.1
01-02-4320-79 2021 CHEV SLVRDO 1500 236679	1,390.56	1,882.83	875.00	(1,007.83)	215.2
01-02-4320-80 FORD F150 LEASED 01967	.00	.00	875.00	875.00	.0
01-02-4320-86 BACKHOE 420F2	.00	.00	875.00	875.00	.0
01-02-4320-87 ECHO GAS TRIMMER AT WWTP	.00	319.99	.00	(319.99)	.0
01-02-4320-99 SMALL EQUIP (GAS) FUEL	185.44	294.34	294.00	(.34)	100.1
01-02-4350-00 TRAINING	1,226.00	2,901.99	5,831.00	2,929.01	49.8
01-02-4355-00 DUES, MEMBERSHIPS	1,025.00	512.50	2,625.00	2,112.50	19.5
01-02-4360-00 BAD DEBTS	102.63	5.47	2,919.00	2,913.53	.2
01-02-4370-00 INSURANCE	54,165.00	55,737.00	43,750.00	(11,987.00)	127.4
01-02-4380-00 MISC. OPERATING EXPENSE	384.00	2,471.77	4,081.00	1,609.23	60.6
01-02-4510-00 CDRA PROPERTY TAX EXPENSE	.00	.00	145,831.00	145,831.00	.0
01-02-4520-00 AMORT ON 2013 BOND PREMIUM	(5,133.87)	(5,133.87)	(5,250.00)	(116.13)	(97.8)
01-02-4525-00 AMORT ON 2017 BOND PREMIUM	(11,000.01)	(11,000.01)	(11,081.00)	(80.99)	(99.3)

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-02-4527-00 AMORT ON 2019 BOND PREMIUM	.00	(8,890.91)	(8,925.00)	(34.09)	(99.6)
01-02-4540-00 LEASE INTERST EXPENSE	6,120.95	556.45	4,081.00	3,524.55	13.6
01-02-4554-00 INTEREST EXP 2013 BBOND 51.78%	39,330.69	39,330.69	35,581.00	(3,749.69)	110.5
01-02-4558-00 INTEREST EXPENSE 2017 GO BOND	107,482.48	107,482.48	102,081.00	(5,401.48)	105.3
01-02-4559-00 INTEREST EXP 2019 BOND	71,456.94	66,465.84	63,056.00	(3,409.84)	105.4
01-02-4560-00 OTHER NON-OPERATING EXPNS	1,898.86	373.16	23,331.00	22,957.84	1.6
TOTAL SEWER EXPENSE	2,213,650.72	2,281,380.18	2,755,431.00	474,050.82	82.8
TOTAL SEWER NET REVENUE/INCOME(LOSS)	1,882,864.05	975,853.42	1,007,783.00	31,929.58	96.8

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>ADMINISTRATIVE</u>					
01-03-4007-00 ENGINEERING REVENUE - SUBDIVIS	2,289.25	53,093.00	58,331.00	5,238.00	91.0
01-03-4011-00 NON RESIDENT FEES	31,329.20	31,329.20	29,169.00	(2,160.20)	107.4
01-03-4020-00 INTEREST INCOME-INVESTMS	243,671.66	75,449.34	186,669.00	111,219.66	40.4
01-03-4040-00 OTHER OPER. INCOME-GENERAL	20.00	1,613.90	.00	(1,613.90)	.0
01-03-4060-00 GAIN ON SALE OF ASSETS	.00	6,223.22	294.00	(5,929.22)	2116.7
01-03-4080-00 OTHER NON-OPERATING INCOM	656.15	3,948.37	4,669.00	720.63	84.6
TOTAL ADMINISTRATIVE REVENUE	277,966.26	171,657.03	279,132.00	107,474.97	61.5

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
01-03-4105-00 TRUSTEE COMPENSATION	8,750.07	8,750.07	8,750.00	(.07)	100.0
01-03-4115-00 SALARIES-OFFICE	94,551.19	120,163.40	105,000.00	(15,163.40)	114.4
01-03-4116-00 SALARIES - MANAGEMENT	304,658.59	338,665.50	367,500.00	28,834.50	92.2
01-03-4120-00 OFFICE - PAYROLL TAXES	6,970.15	8,900.75	11,669.00	2,768.25	76.3
01-03-4130-00 MANAGEMENT - PR TAXES	25,599.05	29,257.80	32,081.00	2,823.20	91.2
01-03-4135-00 FRINGE BENEFITS - OFFICE	54,264.56	64,866.59	72,919.00	8,052.41	89.0
01-03-4138-00 MANAGEMENT FRINGE BENEFITS	139,787.37	190,620.89	247,919.00	57,298.11	76.9
01-03-4139-00 OPEB EXPENSE	1,721.03	.00	58,331.00	58,331.00	.0
01-03-4140-00 LEGAL EXPENSE	40,834.00	29,246.00	58,331.00	29,085.00	50.1
01-03-4142-00 PAYROLL PROCESSING SERVICE	3,977.50	3,610.00	5,831.00	2,221.00	61.9
01-03-4145-00 ACCOUNTING AND AUDITING	.00	12,500.00	14,581.00	2,081.00	85.7
01-03-4147-00 HUMAN RESOURCES	680.00	.00	.00	.00	.0
01-03-4150-00 ENGINEERING SERVICES	27,866.10	51,310.41	58,331.00	7,020.59	88.0
01-03-4150-01 CAROLLO REU/SEC WAT SYS STUDY	4,930.00	.00	.00	.00	.0
01-03-4150-03 GDA GIS SERVICES	53,510.22	23,313.90	43,750.00	20,436.10	53.3
01-03-4150-04 MASTER PLAN STUDY	26,394.75	9,182.50	.00	(9,182.50)	.0
01-03-4151-00 ENGINEERING EXP - SUBDIVISIONS	2,289.25	1,303.00	8,750.00	7,447.00	14.9
01-03-4155-00 DATA PROCESSING	7,840.00	5,200.00	11,669.00	6,469.00	44.6
01-03-4156-00 DATA PROC.MAINT. SERVICE	18,043.04	17,333.51	20,419.00	3,085.49	84.9
01-03-4165-00 JANITORIAL GENERAL OFFICE	3,575.23	4,068.96	4,669.00	600.04	87.2
01-03-4173-00 FIRST AID & SAFETY	269.10	202.67	2,800.00	2,597.33	7.2
01-03-4175-00 OTHER CONTRACTUAL SERVICE	.00	1,920.02	.00	(1,920.02)	.0
01-03-4176-00 WEB DEVELOPMENT	.00	.00	875.00	875.00	.0
01-03-4185-00 REPAIR AND MAINT - OFFICE	18,629.26	19,230.18	46,669.00	27,438.82	41.2
01-03-4215-00 OFFICE RUGS & UNIFORMS	282.39	303.69	700.00	396.31	43.4
01-03-4220-00 OFFICE SUPPLIES	5,020.02	8,793.28	8,750.00	(43.28)	100.5
01-03-4220-01 OFFICE EQUIPMENT EXPENSE	2,011.76	2,619.98	5,831.00	3,211.02	44.9
01-03-4225-00 POSTAGE	32,071.91	42,157.81	29,169.00	(12,988.81)	144.5
01-03-4230-00 ROCKY MTN POWER 201610860177	1,157.25	2,489.45	1,750.00	(739.45)	142.3
01-03-4235-00 QUESTAR	1,629.55	2,037.13	2,331.00	293.87	87.4
01-03-4250-00 TELEPHONE/DATA SERVICES	15,036.46	12,055.24	20,419.00	8,363.76	59.0
01-03-4255-00 PERFORMANCE & EVALUATION	.00	.00	1,169.00	1,169.00	.0
01-03-4257-00 CELLULAR - PHONES SERVICE	1,889.63	2,221.02	3,500.00	1,278.98	63.5
01-03-4258-00 SAFETY TRAINING PROGRAM	.00	.00	581.00	581.00	.0
01-03-4270-00 DEPRECIATION - GEN. PLANT	245,000.00	245,000.00	233,331.00	(11,669.00)	105.0
01-03-4320-00 VEHICLE GAS & REPAIRS	(241.59)	.00	581.00	581.00	.0
01-03-4320-31 2017 F150 SN 76671	787.43	1,329.05	581.00	(748.05)	228.8
01-03-4320-82 2021 CHEV TRAVERSE 162491	.00	1,006.43	.00	(1,006.43)	.0
01-03-4350-00 TRAINING	2,851.00	704.00	2,919.00	2,215.00	24.1
01-03-4355-00 DUES, MEMBERSHIPS	385.00	1,427.40	8,750.00	7,322.60	16.3
01-03-4370-00 INSURANCE	4,691.86	5,143.86	5,831.00	687.14	88.2
01-03-4375-00 ADVERTISING & PUBLIC RELA	255.00	1,928.55	5,831.00	3,902.45	33.1
01-03-4380-00 MISC. OPERATING EXPENSE	2,236.48	4,302.28	3,031.00	(1,271.28)	141.9
01-03-4385-00 CASH SHORTAGE/OVERAGE	54.87	(25.50)	28.00	53.50	(91.1)
01-03-4540-00 LEASE INTEREST EXPENSE	1,530.24	139.11	1,456.00	1,316.89	9.6
01-03-4550-00 BANK SERVICE FEES	50,003.85	57,328.24	58,331.00	1,002.76	98.3
01-03-4560-00 OTHER NON-OPERATING EXPNS	4,635.28	3,283.21	8,750.00	5,466.79	37.5
TOTAL ADMINISTRATIVE EXPENSE	1,216,428.85	1,333,890.38	1,584,464.00	250,573.62	84.2
TOTAL ADMINISTRATIVE NET REVENUE/INCOME(L	(938,462.59)	(1,162,233.35)	(1,305,332.00)	(143,098.65)	(89.0)

MAGNA WATER DISTRICT
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2021

	PY ACTUAL	YTD ACTUAL	BUDGET	REMAINING	PCNT
<u>SECONDARY WATER</u>					
01-04-4000-00 SECONDARY WATER SERVICE CHARGE	153,772.04	120,769.25	163,331.00	42,561.75	73.9
01-04-4002-00 SECONDARY SYS MONITARY VA	.00	886.00	.00	(886.00)	.0
01-04-4003-00 SUBSIDY FROM CUL FOR SECO	(11.53)	(108.57)	.00	108.57	.0
01-04-4005-00 SECONDRAT WATER METER SET	3,057.30	71,280.48	5,831.00	(65,449.48)	1222.4
01-04-4007-00 WATER INSPECTION SECONDARY	5,496.32	17,403.34	14,581.00	(2,822.34)	119.4
01-04-4010-00 SECONDARY IMPACT FEES	205,016.00	115,578.00	145,831.00	30,253.00	79.3
01-04-4013-00 INCOME CONTRIBUTED CAPITAL	.00	.00	70,000.00	70,000.00	.0
01-04-4014-00 SECONDARY WATER AVAIL LETTER	30.00	.00	350.00	350.00	.0
01-04-4044-00 PROPERTY TAX REVENUE 13.43%	25,411.66	61,680.61	269,423.00	207,742.39	22.9
01-04-4060-00 GAIN ON SALE OF ASSETS	.00	9,137.24	581.00	(8,556.24)	1572.7
01-04-4080-00 GRANT MONIES - JVVCD	.00	.00	20,419.00	20,419.00	.0
TOTAL SECONDARY WATER REVENUE	392,771.79	396,626.35	690,347.00	293,720.65	57.5
01-04-4150-02 ZONE 3 SECONDARY RESERV STUDY	.00	.00	17,500.00	17,500.00	.0
01-04-4178-00 INSPECTION EXPENSE	2,430.32	4,497.12	11,669.00	7,171.88	38.5
01-04-4185-00 REPAIRS MAINTENANCE-SECONDARY	47,342.20	(229.45)	58,331.00	58,560.45	(.4)
01-04-4230-00 FUEL & POWER	.00	.00	16,331.00	16,331.00	.0
01-04-4230-01 SHALLOW WELLS 0144 & 0110	3,865.91	5,616.44	.00	(5,616.44)	.0
01-04-4230-02 SEC RES PUMP STAT 0136 & 0128	4,873.48	3,164.81	.00	(3,164.81)	.0
01-04-4270-00 DEPRECIATION	210,000.00	210,000.00	204,169.00	(5,831.00)	102.9
01-04-4355-00 DUES, MEMBERSHIPS	154.00	.00	.00	.00	.0
01-04-4360-00 BAD DEBTS	(119.83)	8.73	581.00	572.27	1.5
01-04-4370-00 INSURANCE	2,057.00	2,197.00	1,750.00	(447.00)	125.5
01-04-4510-00 CDRA PROPERTY TAX EXPENSE	.00	.00	26,250.00	26,250.00	.0
01-04-4525-00 AMORT ON 2017 BOND PREMIUM	(6,349.49)	(6,349.49)	(6,349.00)	.49	(100.0)
01-04-4527-00 AMORT ON 2019 BOND PREMIUM	.00	(5,132.05)	(5,131.00)	1.05	(100.0)
01-04-4548-00 INTEREST EXP ON 2017 GO BOND	62,041.63	62,041.63	59,500.00	(2,541.63)	104.3
01-04-4549-00 INTEREST EXPENSE	2,519.72	2,519.72	2,219.00	(300.72)	113.6
01-04-4559-00 INTEREST EXP 2019 BOND	41,246.68	38,365.74	36,750.00	(1,615.74)	104.4
TOTAL SECONDARY WATER EXPENSE	370,061.62	316,700.20	423,570.00	106,869.80	74.8
TOTAL SECONDARY WATER NET REVENUE/INCOM	22,710.17	79,926.15	266,777.00	186,850.85	30.0
COMBINED NET REVENUE OVER EXPENDITURES	2,535,837.19	656,148.08	810,915.00	154,766.92	80.9

WATER PRODUCTION

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Aug-21

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
CULINARY WATER	2021	2020			2021	2020		
Well Sources Barton and Haynes	602.64	923.54			3,749.03	4,079.65		
To Waste	67.11	94.05			443.31	461.93		
Total Finished Blend EDR	538.32	860.94			3,301.76	3,695.13		
JVWCD Magna Reading	72.09	66.35			536.52	525.91		
JVWCD	72.37	66.21			534.96	540.05		
Total Culinary Water	610.69	927.15	-51.82%	198,979,901	3,836.72	4,235.18	-10.39%	1,250,110,804
SECONDARY WATER								
Irrigation Well #1	27.84	25.30			131.78	90.22		
Irrigation Well #2	28.79	29.63			126.44	123.69		
Irrigation Well #3	11.24	14.60			57.68	26.66		
High Zone (secondary)	22.30	37.77			122.66	148.76		
Low Zone (secondary)	35.78	100.31			341.77	345.01		
Total secondary Usage	125.95	207.61	-64.84%	41,038,163	780.33	734.34	5.89%	254,253,363
Total Production of Water	736.64	1,134.76	-54.05%	240,017,938	4,617.05	4,969.52	-8%	1,504,364,167

* EDR Blend + Total Secondary + JVWCD = Total Production

Water Production Report

AUGUST 2021

Water Production Summary

The culinary water production for August was 198.9 million gallons, a decrease of 51.82% from 2020. Year to date production was 1,250 million gallons or 3,836.72-acre feet, this is a decrease from YTD 2020 of 10.39%

The secondary water production for August was 41 million gallons, a decrease of 64.84% from 2020. Year to date production was 254.2 million gallons or 780.33-acre feet, this is an increase from YTD 2020 of 5.89%

We have purchased 534.96-acre feet of water from Jordan Valley Water as of August 2021.

Callout Report

Total number of call outs: 12

- 1 Mainline Leak, crew called out (6)

- 6 Service Leaks

- 5 Miscellaneous

 - Reset Haynes #4, power bump

 - Customer has not water

 - Haynes #2 wasn't running

 - Canyon Pipeline hit secondary box, repair leak

 - VFD on Triton Blower #1 failed, manual reset at VFD required

Total number of hours paid for call outs: 68

AUGUST CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	Jon Davis	8/1/2021	4	Mainline Leak, 7345 W 3100 S
		8/24/2021	3	Reset Haynes #4 , power bump
WATER	Clint Giles	8/1/2021	4	Mainline Leak, 7345 W 3100 S
		8/20/2021	3	Customer has water leaking into basement, 3397 S Carmy Rd, shut off at meter
		8/22/2021	3	Water leaking in road, 3712 S 8370 W, customer leak
WATER	Michael Harms	8/1/2021	4	Mainline Leak, 7345 W 3100 S
		8/27/2021	3	Service Leak, 3296 S Florabund Cir, in meter box
		8/27/2021	3	Service Leak, 8067 W Gompers Ave.
WATER	Robert Jaterka	8/1/2021	4.5	Mainline Leak, 7345 W 3100 S
		8/7/2021	3	Service Leak, 8329 W 3790 S
		8/13/2021	3	Service Leak, 2857 S 8650 W
WATER	Ed Tucker	8/1/2021	5	Mainline Leak, 7345 W 3100 S
WATER	Justin Long	8/1/2021	4.5	Mainline Leak, 7345 W 3100 S
		8/1/2021	3	Customer has no water, 7002 W 3100 S
WATER	Steve Clark	8/14/2021	3	Haynes 2 wasn't running
WATER	Travis Rawson	8/13/2021	3	Service Leak, 2857 S 8650 W
			3	Canyon Pipeline hit secondary box, repair leak
WATER	Connor McReynolds	8/20/2021	3	Customer has water leaking into basement, 3397 S Carmy Rd, shut off at meter
WATER	Matt Hunter	8/22/2021	3	Water leaking in road, 3712 S 8370 W, customer leak
SEWER	Scott Beck	8/28/2021	3	VFD on Triton Blower #1 failed. Manual reset at VFD required

Total Callout Hours	68
----------------------------	-----------

Total Callouts	12
-----------------------	-----------

Total Water Hours	65
--------------------------	-----------

Total # of Water Callouts	11
----------------------------------	-----------

Total WWTP Hours	3
-------------------------	----------

Total WWTP Callouts	1
----------------------------	----------

LEAKS

Date	Address	Hours	Mainline/Service
8/1/2021	7345 W 3100 S	26	Mainline
8/7/2021	8329 W 3790 S	3	Service
8/13/2021	2857 S 8650 W	6	Service
8/27/2021	3296 S Florabund Cir.	3	Service
8/27/2021	8067 W Gompers Ave	3	Service

TOTAL	41
--------------	-----------