

Tab 1

Metropolitan Water District of Salt Lake & Sandy
Board Packet
Last Update: February 15, 2023

Agenda Item: License Program Appeals

Objective: Outline Board Meeting procedure for appeals

Background: District Policies and Procedures Chapter 16 explains the appeal process for Applicants desiring to utilize the District's aqueduct corridors. Once an appeal has been elevated to the Board, the appeal is scheduled and the Applicant invited to attend. This document summarizes the appeal hearing.

Prior to Board Meeting:

1. Once an appeal is scheduled, staff prepares for the Board Packet background information consisting of a project background, summary of previous Board or Engineering Committee activity relating to the application, options for Board consideration, and a recommendation.
2. Upon approval of the background packet, the packet is forwarded to the Applicant with an invitation to attend the public meeting.

Board Meeting:

1. Staff presents a brief (3 – 5 minute) background on the appeal.
2. Staff answers questions from the Board.
3. The Chair invites the Applicant to briefly (3 – 5 minute) present their appeal.
4. Applicant answers questions from the Board.
5. Board deliberates. The Board may request additional detail of staff or the Applicant.
6. Chair calls for a motion.
7. Applicant is addressed with the result and noticed that staff will be in contact shortly.
8. District staff prepares a written response, on behalf of the Board Chair, addressed to Applicant detailing the Board decision.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: July 20, 2023

Agenda Item: Consider Woods right of way appeal

Objective: Discuss appeal for retaining walls within SLA Corridor (easement).

Background:

Address: 6233 S. Canyon Cove Circle, Holladay, UT 84124

Interest: Tract 445 (Easement)

SLA Station: 1944+30

In March 2022, Jason Woods (“Applicant”) applied through his contractor for use of the SLA Corridor to renovate his yard with a newly-routed driveway (with subsurface heating), retaining walls, water feature, and landscaping. The then-existing driveway did not have retaining walls but large boulders for soil retention. Staff denied the subsurface heating in the driveway, the water feature, and all retaining walls and requested additional landscape detail on April 25, 2022.

Over the next year, the Applicant modified their proposal. An updated proposal, with appeal, was received on May 22, 2023. The revised proposal includes driveways, Verti-Block (a form of retaining wall), and landscaping. The water feature and subsurface heating were removed from the proposal. Policy permits driveways and landscaping within District easement. The only items which are being brought forward on appeal are the Verti-Block retaining walls.

Policies and Procedures Chapter 16-7(4a) states

- a) Structures. Buildings, structures and similar uses should not be authorized within or overhanging Aqueduct Corridors. The list of unacceptable items includes, but is not limited to, buildings, poles, retaining walls, pools, and water features.

...

- iii) Retaining Walls. Free standing (i.e., without footing or foundation) rock retaining walls less than three feet tall used for grading and not supporting a building, road, driveway, or structure may be permitted within Aqueduct Corridors if they will not violate District rights. Concrete or masonry retaining walls should be excluded from Aqueduct Corridors.

Retaining walls, by definition, hold back or retain soil. In so doing, retaining walls allow for other improvements, such as a structure or home, to be built either behind or below. Hence, removal of the retaining wall then places such structures at risk from the unsupported materials. Herein is the main intent for not allowing retaining walls within the District rights of way in addition to the added expense for removal should aqueduct access be required.

The proposed Verti-Block wall in this application will hold back soil and the driveway and as such was denied by staff according to the policy. In addition, the denial also considered the added cost to remove when it comes time to repair or replace the SLA. The retaining walls limit the District’s full use of its easement.

However, in review of the application and the appeal, the proposed Verti-Block retaining walls are seen to provide support and erosion control to driveways and landscaping and not to structures (e.g., homes, garages). The walls are not reinforced and do not extend more than 6-inches into the ground. The driveways supported by the retaining walls are secondary driveways and not the primary driveway access into the home. If the driveways needed to be removed or disrupted, this may be done at any time with the homeowner still being able to access the home. The Applicant notes that the Verti-Block walls are “easily” dismantled (1-2 days). The SLA is approximately 33 feet from the nearest Verti-Block wall, which is not likely to interfere with open trench access should the need arise. A second pipe, if installed within the easement, would most likely be installed west of the SLA, further away from Verti-Block walls. Figure 3 shows rock retaining walls above and below the original driveway holding back soil and providing erosion control.

Denial of the Verti-Block walls is in strict observance of policy regarding retaining walls.

However, given the nature of the Verti-Block system (no structures at risk), the proximity from the SLA to the improvements (33-feet), the nature of District land interest (easement), and the removal of features originally planned by the homeowner, suggest the proposed modifications are not overly adverse to the District.

With regard to precedence, the Verti-Block system, or systems similar, may be incorporated with surface restoration along the SLAR-CC project where existing topography requires. Should the system be considered favorably by the Engineering Committee, staff recommends the policy, for easement lands, be modified to permit non-reinforced, modular block walls without footing or foundation that are not providing support for a structure.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Options:

1. Deny installation of retaining walls (Verti-Block).
2. Allow installation of retaining walls (Verti-Block) provided homeowner executes a Cooperation Agreement that 1) removes District liability if walls are removed/damaged, 2) does not require District to re-establish/repair/replace walls or driveways, and 3) makes homeowner responsible for additional cost to OMR&R.
3. Other options as determined by Board

Recommendation: The Engineering Committee recommends Option 2 to allow the Verti-Block retaining wall system with the conditions described in this memorandum.

Attachments:

- Figure 1 - Applicant Site Plan
- Figure 2 - Aerial Image
- Figure 3 - Photos
- Figure 4 - Verti-Block Retaining Wall Example
- May 22, 2023 Woods Appeal Revisions Email

Figure 1 – Applicant Site Plan

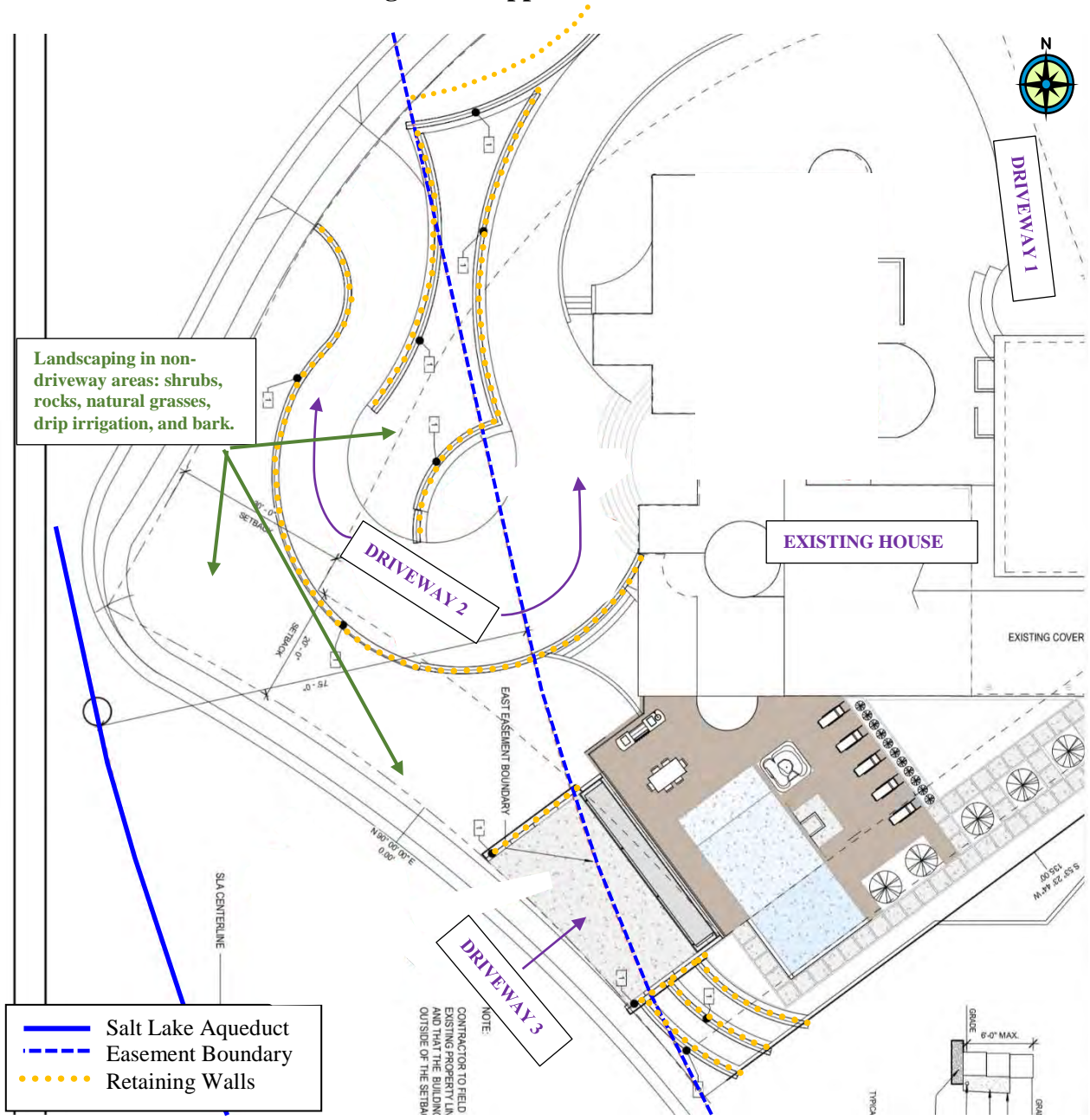


Figure 2 - Aerial Image



Figure 3 – Photos



Original Driveway and Rock Walls (Google Earth, September 2021). Looking South.



Original Driveway and Rock Walls (Google Earth, September 2021). Looking North.

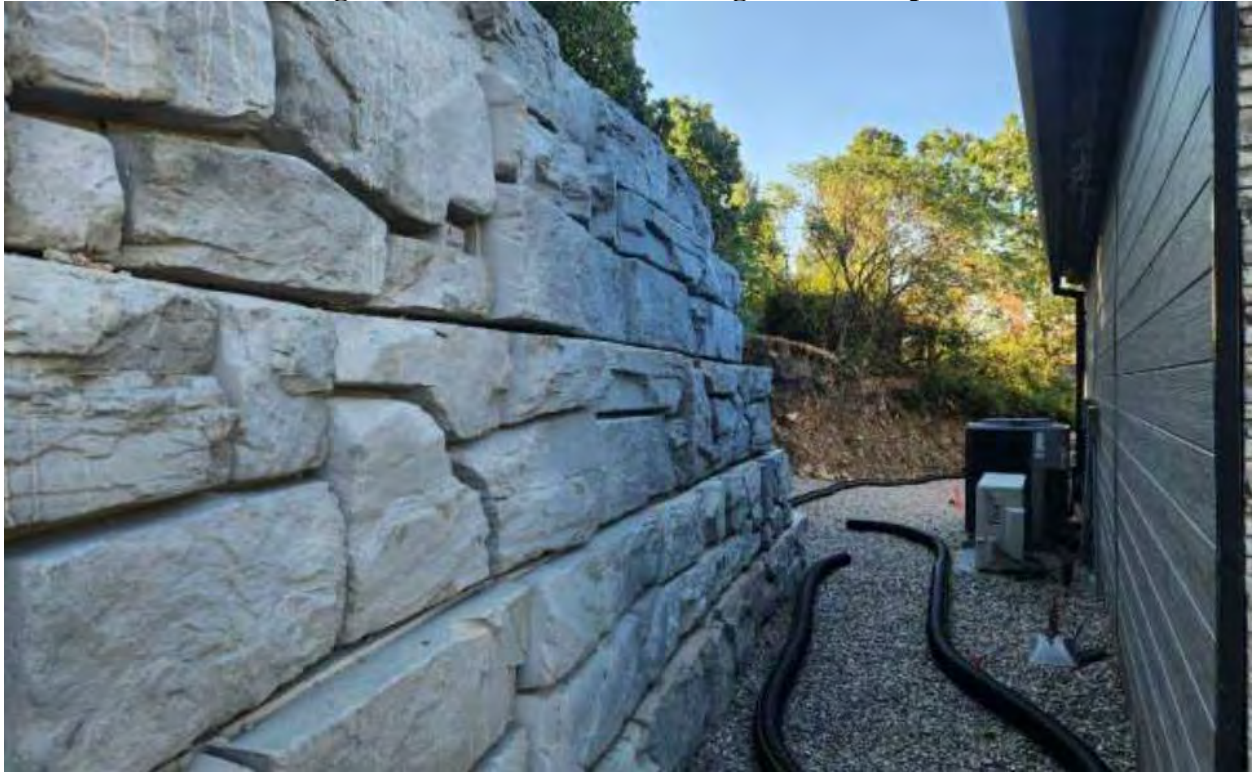


Earthwork (April 2023). Looking North.



Earthwork (April 2022). Looking South.

Figure 4 - Verti-Block Retaining Wall Example



Applicant Verti-Block Wall (East of Home).



Applicant Verti-Block Wall (East of Home).



Mt. Olympus Trailhead Verti-Block.

Gardner Olson

From: Bryson Greenhalgh <bryson@loveandlightutah.com>
Sent: Monday, May 22, 2023 2:38 PM
To: Gardner Olson; Jason Kennedy
Subject: Woods Residence
Attachments: Screenshot_20230522_142213_Samsung Notes.jpg

CAUTION: This email originated outside of the District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gardner,

My sincerest apologies for the delay. It's been like pulling teeth to get revisions, engineering, and site plans together in order to provide you with the information you need. I'm not sure why it's so difficult for some people?

I hope this helps to explain some of the features you were originally concerned with? We have made the following changes to design as follows:

- 1) All retaining walls within the easement boundary are to be Verti-block, they only sit approx. 6" below finish grade so not to excavate in the vicinity of the water line, and is easily dismantlable. This is the same block that was used for walls within 10 feet of the water line at the Mount Olympus trailhead parking area.
- 2) The water feature in the boundary area will be deleted.
- 3) The radiant heat within the boundary area will be deleted.
- 4) No trees will be planted within the boundary area.
- 5) The Woods' are also fully prepared to cover all costs to remove and re-install the retaining walls, should the District need to excavate and repair/replace the water line.

Please let me know if you require any further information. I'm hoping this is everything you need, and that we're able to continue moving forward with this project. Thank you!

Sincerely,
Bryson Greenhalgh- Love & Light
801-949-6776

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: July 20, 2023

Agenda Item: Consider approval of LCCr Reliability Improvements consultant

Objective: Seek award to Bowen Collins & Associates for preliminary design engineering for the Little Cottonwood Creek Reliability Improvements.

Background: The District receives water from Little Cottonwood Creek through the Murray Hydroplant Penstock (upper intake) and the Little Cottonwood Creek Intake Structure (lower intake). Murray has a non-consumptive right to generate power; the water is then diverted into a tailrace and directed either into the Little Cottonwood Water Treatment Plant or back to Little Cottonwood Creek. Due its capacity (150 cfs), a majority of the Little Cottonwood Creek flow into the plant is taken through the penstock. Additionally, an 8 cfs water seepage savings right is realized when water is taken through the penstock.

When Murray's hydroplant is unavailable due to maintenance and service outages, the District receives water only through the lower intake which conveys water to the Little Cottonwood Water Treatment Plant (LCWTP) through the 1932-era Little Cottonwood Conduit (LCC). The 36" wide x 40" high elliptical reinforced concrete pipe is rated for about 60 cfs. Not having the ability to deliver higher flow rates through the LCC forces the District to use more Deer Creek supply (storage) and limits use of the member cities' Little Cottonwood Creek water rights (non-storage).

The District's 2020 Master Plan recommends replacing the LCC from the lower intake to the LCWTP. Staff desires to upsize the replacement to reduce dependency on Murray's facilities and improve performance in hazard events. In fiscal year 2023 Bowen Collins & Associates was selected for this project. A basis of design was completed in May 2023. The next step in design is a preliminary design composed of alignment analysis and geotechnical investigation to help mitigate risk in final design and construction. Final design will follow in fiscal year 2025, with construction anticipated in fiscal year 2026.

The fee for preliminary design is \$200,000.00. The fiscal year 2024 budget is \$200,000.00.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Recommendation: The Engineering Committee recommends award a professional services contract to Bowen Collins & Associates for the Little Cottonwood Creek Reliability Improvements Preliminary Design in the amount of \$200,000.00.

Agenda Item: Consider approval of FY24 actuator procurement

Objective: Seek authorization to procure actuators.

Background: Electric actuators provide essential remote and local operation of valves and gates throughout the Little Cottonwood Water Treatment Plant. An actuator’s life cycle is typically 10 to 15 years depending on the performance of electrical components. District staff regularly evaluate and prioritize repair and replacement of the plant’s approximately 200 actuators.

Staff identified five flocculation basin inlet gate actuators and one filter-to-waste valve and actuator in need of replacement due to either failure or lack of replacement parts. These actuators were installed in 1990. Additionally, a failed 48-inch sluice gate actuator on the POMA Connection Structure needs replacement. This actuator was installed in 2008.

On August 12, 2019, the Board of Trustees approved Rocky Mountain Valve & Automation as a sole source provider of Rotork electric actuators. The District standardizes on Rotork and Limatorqe actuators to maintain consistency with existing equipment. Both actuators are on the District’s sole source procurement list. Rotork provided favorable pricing for the previously discussed actuators as follows:

Description	Model	Unit Price	Quantity	Total Price
Flocculation Basin Inlet Gates	RT-IQ25/IB6	\$15,295.30	5	\$76,476.50
Filter-to-Waste Actuator	RT-IQT3000	\$8,921.70	1	\$8,921.70
POMA Connection Structure	RT-IQ35	\$12,363.00	1	\$12,363.00
Total				\$97,761.20

Shipping and Commissioning is included in the above pricing.

This procurement falls under the non-routine repair and replace budget in the FY 24 capital budget. The description is specific to actuators. However, staff intended to include both the actuator and valve when referring to the filter-to-waste system. Staff solicited pricing from Rocky Mountain Valve & Automation for an 8-inch Val-Matic plug valve including mounting, testing, and adaption hardware for the following price:

Description	Model	Unit Price	Quantity	Total Price
Filter-to-Waste Valve (#1)	VM-5608FxF	\$2,824.60	1	\$2,824.60
Mounting, Testing, And Adaption Hardware	RM-Adapt-08”	\$625.00	1	\$625.00
Total				\$3,449.60

Shipping and Commissioning is included in the above pricing.

Staff wishes to maintain consistency throughout the filter-to-waste system by continuing to install the Rotork/Val-Matic actuator/valve combination. Quotes received from other plug valve manufacturers show the Rocky Mountain Valve quote is providing good value to the District. Budget for this FY2024 procurement in \$109,500.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Recommendation: The Engineering Committee recommends award of \$101,210.80 to Rocky Mountain Valve & Automation for purchase of the identified electric actuators and valve.

Agenda Item: Consider approval of GIS consultant services agreement

Objective: Seek award of a professional services agreement for Geographic Information Systems (GIS) projects to David Evans and Associates, Inc.

Background: On June 27, 2023 staff evaluated nine firms that responded to the District’s FY24 Request for Statement of Qualifications (SOQ) and were found to be responsive to the need to provide GIS services. GIS services include assessing GIS program needs and structure; building the GIS program backbone; developing features, schemas, and databases for the GIS program; and providing related on-call needs.

Staff desires to enter into a five-year Professional Services Agreement with a consultant to assist staff in upgrading and maintaining the District’s GIS system and to train District staff on the same. The selection committee rated firms in three weighted categories – firm qualifications (40%), individual qualifications (40%), and references (20%). The selection committee recommends entering into a professional service agreement with David Evans and Associates, Inc. to provide the described services through June 30, 2028.

A summary of the selection committee ranking is provided below:

Firm	SCORE
David Evans and Associates, Inc.	3.8
Langan Engineering and Environmental Services, Inc.	3.7
Stantec Consulting Services, Inc.	2.9
Horrocks Engineers, Inc.	2.8
Aqua Engineering	2.6
Campos EPC	2.6
CRS Engineers	2.6
Kimley-Horn	2.4
Bowen Collins & Associates	2.3

This O&M expense is not anticipated to exceed \$50,000 in a given year, but will over the five-year contract.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Recommendation: The Engineering Committee recommends to enter into a professional services agreement with David Evans and Associates, Inc. for GIS services through June 30, 2028.

Agenda Item: Consider approval of pump station analysis consultant services agreement

Objective: Seek award of a professional services agreement for pump station assessment projects to Kimley-Horn.

Background: The District has four pumps which provide flow into the Little Cottonwood Conduit (finished water). These pumps were installed in 1960 as part of the original LCWTP plant construction. A greater emphasis will be placed on these pumps during shutdown of the Big Cottonwood Water Treatment Plant. The District desires to perform an assessment of the pump station to determine capacity, performance, and longevity. Additional assessments of District pump stations are planned over the next seven years.

On June 21, 2023 staff evaluated seven firms that responded to the District’s FY24 Request for Statement of Qualifications with pump station assessment capabilities. The firms were rated for firm qualifications (40%), individual qualifications (40%), and references (20%). The selection committee recommends entering into a professional service agreement with Kimley-Horn to provide the described services through June 30, 2030.

A summary of the selection committee ranking is provided below.

Firm	Score
Kimley-Horn	4.24
Hazen & Sawyer	4.00
Hansen, Allen & Luce	3.44
Bowen, Collins & Associates	3.28
Horrocks	3.00
Waterworks	2.68
Epic Engineering	2.52

This O&M expense is not anticipated to exceed \$50,000 this year, but may in future years.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Recommendation: The Engineering Committee recommends to enter into a professional services agreement with Kimley-Horn for pump station assessment services through June 30, 2030.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: July 20, 2023

Agenda Item: Consider approval of Draper Irrigation Company Reuse Agreement

Objective: Seek approval to execute the Companion Water Reuse/Recycling Contract with Sandy City and Draper Irrigation Company.

Background: Sandy City desires to support Draper Irrigation Company with a sewer effluent reuse project. This includes reuse of certain water under Sandy's water rights, including that under the District's Ontario Drain Tunnel water right. See attached memorandum from legal counsel for additional background.

Committee Activity: The Engineering Committee discussed this item on July 18, 2023.

Recommendation: The Engineering Committee recommends to enter into the Companion Water Reuse/Recycling Contract as described.

Attachments:

- SCM Memorandum (BP019)
- Companion Water Reuse/Recycling Authorization Contract (BP021)
- Sandy City Water Right Change Application (BP037)
- Wastewater Reuse Act (BP042)

MEMORANDUM

To: *Annalee Munsey, Wayne Winsor, Ammon Allen, Gordon Smith*
From: *SED*
Date: *July 31, 2023*
Re: *Sandy City/Draper Irr. Co. Reuse Agreement*

I understand Draper Irrigation Company (DIC) provides drinking water and secondary irrigation water to portions of Draper City. DIC holds a secondary Utah Lake water right, as well as rights to use water from Salt Lake Valley Wasatch Front streams located south of Little Cottonwood Creek.

DIC, South Valley Sewer District (South Valley) and others have been working on a sewer effluent reuse project for a few years. Sandy wants to support this effort by allowing DIC to reuse water under Sandy's water rights, including water that is diverted by MWDSLS under Sandy's Little Cottonwood Creek and Bell Canyon Creek water rights, treated by MWDSLS, and provided to Sandy, that makes it way to South Valley for treatment. Sandy would like to include reuse authorization of water diverted under MWDSLS' ODT water right as well.

The reuse statute, Title 73, Chapter 3c, attached, requires that South Valley have a "Reuse Authorization Contract" that gives the consent to reuse of any entity that holds legal title to a water right to be used for reuse, and "each water supplier not holding legal title to the water right designated for use in the reuse project that sells or delivers water under the water right designated for use in the reuse project." Thus, MWDSLS' signature on a reuse agreement like the one attached is necessary for Sandy to participate in this reuse project.

The most important part of the reuse agreement for MWDSLS is Article 4. MWDSLS obligations are limited, MWDSLS maintains operational discretion, and any MWDSLS liability is limited.

As you know, this year the Legislature prohibited reuse of water that otherwise would be tributary to Great Salt Lake. Two exceptions that may or may not apply here are: 1) a reuse

project approved subject to a water replacement plan; and 2) reuse under an application filed before November 1, 2023.

In part this current reuse effort may be a test for eventual reuse of Central Utah Project Bonneville Unit (BU) water. As a part of the Utah Lake System approvals, CUWCD agreed to reuse 18,000 AF/yr. of BU water.

I would be pleased to address any questions you, the Engineering Committee or the Trustees may have.

**COMPANION WATER REUSE/RECYCLING
AUTHORIZATION CONTRACT
AMONG
SANDY CITY,
METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY,
AND
DRAPER IRRIGATION COMPANY**

This Companion Water Reuse/Recycling Authorization Contract Among Sandy City, Metropolitan Water District of Salt Lake & Sandy, and Draper Irrigation Company (“**Agreement**”), is entered by and between SANDY CITY (“**City**”), a Utah Municipal Corporation; METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY (“**MWDSLS**”), a Utah metropolitan water district; and DRAPER IRRIGATION COMPANY (“**DIC**”), a Utah non-profit corporation. For the purposes of this Agreement, **DIC**, **City**, and **MWDSLS** may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. WHEREAS, **DIC** is a public water supplier and a Utah non-profit corporation that supplies municipal water via secondary and culinary water systems to portions of **City** as well as Draper City and Bluffdale City; and

B. WHEREAS, **City** is a public water supplier that supplies culinary water to its residents and others for municipal use from a variety of water sources, including water it receives from **MWDSLS**; and

C. WHEREAS, **MWDSLS** is a public water supplier that supplies supplemental wholesale treated water to its member cities, Salt Lake City and **City** and others; and

D. WHEREAS, among other water supplies, **MWDSLS** supplies water from the Ontario Drain Tunnel to **City** and others, which **MWDSLS** diverts under approved change application a45046 owned by **MWDSLS** (water rights 55-9568 and 55-11103) (the “**ODT Water**”); and

E. WHEREAS, **MWDSLS** also supplies water to **City** that **MWDSLS** is entitled to under **MWDSLS**’ 1985 approved petition for Central Utah Project, Bonneville Unit, M&I System water (“**1985 MWDSLS Petition**”); and

F. WHEREAS, **MWDSLS** also supplies water to **City** that is treated at **MWDSLS**’ Little Cottonwood Water Treatment Plant and that is diverted under **City** water rights from Little Cottonwood Creek and Bell Canyon Creek; and

G. WHEREAS, the **South Valley Sewer District** (“**South Valley**”) is a “public agency” as defined in UCA 73-3c-102 and provides wastewater collection and treatment

services to **City** along with several other communities in the south end of the Salt Lake Valley; and

H. WHEREAS, **South Valley** has constructed a regional sewage treatment plant, known as the Jordan Basin Water Reclamation Facility ("**Treatment Plant**") located at 13826 South Jordan Basin Lane, Riverton, Utah 84065; and

I. WHEREAS, water provided by the **Parties** is used within the boundaries of the Central Utah Water Conservancy District ("**Central**") and water provided by some of the **Parties** is used within the boundaries of Jordan Valley Water Conservancy District ("**Jordan Valley**"), both of which are local districts and public water suppliers; and

J. WHEREAS, **DIC** and **City** are working with **South Valley**, **Central**, **Jordan Valley**, and other entities (collectively, the "**Reuse Entities**") to create the "**South Valley Water Reuse Project**" and to negotiate a related "**Master Reuse Contract**," which are, in part, intended to meet the conservation and reuse requirements of the Record of Decision for the Utah Lake System of the Bonneville Unit through which Reuse Water will be provided for use within the respective service areas of the **Reuse Entities**, including **City**; and

K. WHEREAS, a portion of **City's** wastewater flows to the **Treatment Plant** and this **Agreement** contemplates **City** making its treated reuse water from the **Treatment Plant** available to **DIC**; and

L. WHEREAS, subject to obtaining the necessary approvals, defined below, the **South Valley Water Reuse Project** will utilize water rights held in the name of the United States, Department of the Interior, Bureau of Reclamation for the benefit of the Bonneville Unit ("**BU**"); and

M. WHEREAS, **Central** utilizes **BU** water rights, including but not limited to Water Right Numbers 55-4494, 43-3822, 55-1875, and E398, to supply water to **MWDSLS**, **Jordan Valley** and others; and

N. WHEREAS, some of the **BU** water supplied by **Central** to **MWDSLS** and **Jordan Valley** is used within the **South Valley** service area after which wastewater is conveyed to the **Treatment Plant**, which is anticipated to then provide treated effluent ("**Reuse Water**") to **City**, **DIC**, and others for delivery to, and use by, their respective customers in accordance with the terms of Utah's Wastewater Reuse Act, Utah Code §73-3c-101, *et seq.* (the "**Reuse Act**"); and

O. WHEREAS, **Central** and **Jordan Valley** both have funding available for water reuse projects for public water suppliers, with **Jordan Valley's** funding being for the purpose of defraying some or all of the costs of applying for funding from **Central**; and

P. WHEREAS, **DIC** is one of two potential parties to the **Master Reuse Contract** that currently have plans to use the **Reuse Water**; and

Q. WHEREAS, at this time, **City** does not intend to install the infrastructure needed for it to use its portion of the **Reuse Water** (the “**City’s Reuse Water**”) and desires to authorize **DIC** to use all of **City’s Reuse Water** to service **DIC** customers, which include **DIC** shareholders within **City**, in exchange for water supplies of equal value from **DIC**; and

R. WHEREAS, the purpose of this **Agreement** is to provide a companion agreement to the **Master Reuse Contract** that will describe how the **Parties** will work together to allow **DIC** and **City** to pursue a project (the “**Reuse Project**”) by which they will exchange water supplies of equal value to meet their common objectives of: (1) supplying municipal water to **DIC** and **City’s** shared customers; (2) utilizing water sources available to **DIC** and **City** in a more efficient manner; (3) encouraging conjunctive use of surface and groundwater resources, and conservation of groundwater resources; and (4) facilitating the **Parties’** finalization of the **Master Reuse Contract** and participation in the **South Valley Water Reuse Project**; and

S. WHEREAS, **DIC** and **City** desire to first pursue the use of **Reuse Water** that is based upon **BU** water rights to qualify for federal funding assistance, which will require certain environmental reviews and authorizations; and

T. WHEREAS, if **DIC** and **City** are unable to secure the authorizations needed to utilize **BU** water rights as the basis for the **Reuse Water**, the **Parties** desire to set forth the process by which **DIC** and **City** may use other water rights as the basis of the **Reuse Water**, including but not limited to the **ODT Water** **City** receives from **MWDSLS** and Little Cottonwood Creek and Bell Canyon Creek water diverted under **City** water rights and provided by **MWDSLS** to **City**; and

U. WHEREAS, **DIC** anticipates using all **City’s Reuse Water** annually and specific projects by which **DIC** could utilize **City’s Reuse Water** may either be defined in this **Agreement**, or in any future agreement; and

V. WHEREAS, the **Parties** acknowledge that, at a minimum, the following approvals will be required by the Utah State Engineer and Utah Water Quality Board under the **Reuse Act**: (1) approval of an Application for Sewage Effluent Reuse; (2) approval of a “**Reuse Authorization Contract**” that satisfies the requirements of the **Reuse Act**; and (3) construction permit(s) and operating permit(s) (collectively, the “**Necessary Approvals**”).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the **Parties** agree as follows:

1. CITY'S CONSENT AND AUTHORIZATION FOR DIC TO USE CITY'S REUSE WATER

1.1 **DIC Use of City's Reuse Water.** City hereby consents and authorizes DIC to use all of **City's Reuse Water** in exchange for DIC water supplies of equal value pursuant to the terms of this **Agreement**. For the purposes of this **Agreement**, such DIC water supplies will mean "**Exchange Water**" and are more particularly described in Subsection 3.

1.2 **Equal Value.** For the purposes of this Agreement, the term "**Equal Value**" means the exchange of **City's Reuse Water** for the DIC water supplies described in Subsection 3.1 on an acre-foot per acre-foot basis. In exchange for DIC's use of **City's Reuse Water**, and at City's written request, DIC will provide **Exchange Water of Equal Value** pursuant to this **Agreement**.

1.3 **Transmission Main.** DIC will, at its sole cost and expense, design, construct, operate, and maintain a transmission main ("**Transmission Main**") that will deliver **City's Reuse Water** from the pump station at the **Treatment Plant** to provide water to DIC's customers in DIC's service area as shown in **Exhibit 1**. No other **Parties** have any financial obligations for the **Reuse Project**, including the **Transmission Main** or for any other costs associated with the **Reuse Project**, except as otherwise expressly provided in this **Agreement** regarding City's use of **Exchange Water**.

1.4 **Conditions.** This **Agreement** is conditioned upon: (1) DIC's construction and installation of all water infrastructure, including transmission lines from the **Treatment Plant**, necessary for DIC to use **City's Reuse Water**; (2) issuance of the **Necessary Approvals** by the Utah State Engineer and the Utah Water Quality Board; and (3) the execution of the **Master Reuse Contract** if DIC and City rely on BU water rights as the basis of the **Reuse Project** or a **Reuse Authorization Contract** if the **Parties** rely on other water rights and sources as the basis of the **Reuse Project**, as outlined in Subsection 3.1.

2. REUSE WATER

2.1 **BU Reuse Water Rights.** DIC, with City's cooperation, has worked with the **Bureau of Reclamation ("Reclamation")**, **Central, Jordan Valley, MWDSL** and the other **Reuse Entities**, as needed, and has identified BU Water Right Numbers 55-4494, 43-3822, 55-1875, and E398 that could serve as the basis of the **Reuse Project** as well as any related funding assistance that **Central** and **Jordan Valley** may be able to provide.

2.2 **Use of ODT Water and City Water Rights.** If DIC is unable to secure the **Necessary Approvals** to use BU water rights as the basis of the **Reuse Project**, DIC may use **ODT Water**, or **City** water rights as the water right(s) that will serve as the basis of the **Reuse Water** supplied to DIC provided that **Necessary Approvals** have been

obtained for the **ODT Water** or other **City** water rights, and **DIC** gives 60 days written advance notice to **City** and **MWDSLS**. The **Parties** anticipate that the **ODT Water** can provide all of **City's Reuse Water** for **DIC** to use in accordance with the purposes of this **Agreement** but agree and acknowledge that as between **City** and **DIC** the final quantity ("**Approved Reuse Amount**") of **Reuse Water** available for the **Reuse Project** will be quantified when the **Necessary Approvals** are obtained. The **Parties** further acknowledge that the annual water available for the **Reuse Project** will vary from the **Approved Reuse Amount**, subject to the water available from the source and delivered to **City**.

2.3 Source of Reuse Water. The source for the **Reuse Water** will be the **Treatment Plant**.

2.4 Applications. Once **DIC** and **City** have determined which water right(s) will serve as the basis of the **Reuse Project**, the **Parties** will file applications needed to secure the **Necessary Approvals**. The **Parties** agree and acknowledge that the approvals by the State Engineer may contain conditions and limitations. **DIC** will be solely responsible for compliance with those conditions and limitations and for providing appropriate documentation of that compliance as required by the State Engineer. If any of the applications are denied or approved in a manner that is unfavorable to any **Party**, as determined by such **Party**, the **Parties** will timely meet and attempt to resolve the concerns in good faith. As used in this subsection "good faith" means only that the **Parties** will meet at reasonable times with a view toward reaching a consensus and does not impose an obligation on any **Party** to act contrary to that **Party's** interests as determined by that **Party**. If the **Parties** are unable to unanimously agree on how to respond to a denial or unfavorable decision, including but not limited to whether to file a new or revised application, this **Agreement** may be terminated by any **Party** upon notice to the other **Parties** that is reasonable under the circumstances.

2.5 Quality of Reuse Water. The **Reuse Water** being provided under the **Reuse Project** will be Type I effluent under the standards established by the Utah Water Quality Board.

3. EXCHANGE WATER

3.1 Exchange Water Supplies. In exchange for **City's Reuse Water**, **DIC** agrees to provide **City** various **DIC** water supplies or sources under **DIC** water rights for use by **City**.

3.1.1 **DIC** will make available under its water rights any **DIC** surplus stream flows from **DIC** stream sources in drainages along the Wasatch east bench, including Bell Canyon Creek, that are over and above any **DIC** contract obligations with third parties ("**Contract Obligations**") existing as of the effective of this **Agreement**, or as may be amended in the future ("**Surplus Stream Flows**"). **DIC** may deliver the **Surplus Stream Flows** to **City** either as a municipal supply to **City's** diversions in Bell Canyon for treatment at **MWDSLS'** Little Cottonwood

Water Treatment Plant, or for **City** aquifer storage and recovery (“**ASR**”) for use in Bell Canyon/Dry Creek and Willow Creek. DIC’s obligation to make **Surplus Stream Flows** available is contingent on the conditions of this Agreement being met, such as Sections 1.3 and 1.4.

3.1.2 If **DIC’s Surplus Stream Flows** are insufficient to provide equal value to **City** for the amount of **City’s Reuse Water DIC** receives in a given year, **City** may divert the **DIC** water rights which are currently under change application a50407 (water rights 57-10180, 57-10181, and 57-10269) (collectively, “**DIC Jordan River Rights**”) from **City’s** River Oaks Golf Course well during the year in question by providing written notice to **DIC**, provided that **City’s** diversion and use of the **DIC Jordan River Rights** must: (1) comply with all applicable laws, regulations, and change applications related to the **DIC Jordan River Rights**; and (2) not exceed the difference between **DIC’s** diverted **City’s Reuse Water** and the quantity of **DIC Surplus Stream Flows** available to **City**, unless **DIC** and **City** agree otherwise in writing. Within 30 days of the Effective Date or, if change application a50407 has not yet been approved, within 30 days of the issuance of a final, unappealable Order of the State Engineer approving change application a50407, **DIC** will file a change application with the State Engineer in substantially the same form as **Exhibit 2** to designate **City’s** River Oaks Golf Course well or other suitable wells as an approved point of diversion for the **DIC Jordan River Rights**.

3.1.3 The **Surplus Stream Flows** and/or the **DIC Jordan River Rights** will qualify as the **Exchange Water** that **DIC** will provide to **City** for the right to use **City’s Reuse Water**. **DIC** and **City** reserve the option to pursue other sources of water for an exchange.

3.2 **City’s Use of Exchange Water.** **City** will determine in its sole discretion how it will use the **Exchange Water** it receives from **DIC**. Among possible uses of the **Exchange Water**, **City** owns and operates over 19 wells within the primary recharge area of a state approved aquifer storage and recovery project (“**ASR Project**”). **City** is implementing the **ASR Project** by introducing Wasatch Front Creek flows into the channel of Bell Canyon/Dry Creek and other locations. **DIC** retains water rights to certain Wasatch Front streams, including Bell Canyon Creek. **DIC** and **City** agree that **City** may use **Exchange Water** received from **DIC** for the **ASR Project**.

3.3 **Sale of City Surplus Groundwater to DIC.** **City** is willing to sell or exchange to **DIC** surplus water supply from wells under its water rights and as augmented by the **ASR Project**, subject to applicable agreements. For example, to the degree **City** has the capacity to take additional surface waters from **DIC** beyond those provided under this exchange, **City** will on a case-by-case basis determine that capacity and make it available for **DIC** to introduce any additional waters into the **ASR Project** that **DIC** can then call back within the parameters of a separate ASR agreement, and as approved and administered by the State Engineer.

3.4 Delivery of Exchange Water. Unless **DIC** and **City** otherwise agree in writing, **DIC** will deliver the **Exchange Water** to **City** pursuant to Subsection 3.1. The quantity of **Exchange Water** **DIC** is obligated to provide to **City** will be based on the amount of **City's Reuse Water** **DIC** diverts, as measured or otherwise estimated by **DIC** and **City**. Before January 15 of each year, **DIC** will provide documentation to **City** regarding the amount of **City's Reuse Water** it diverted in the prior calendar year. Based on this information, **DIC** and **City** will, in good faith, determine in writing how much **Exchange Water** **DIC** must provide to **City** in the current calendar year or other agreed upon time period. In the first year that **DIC** takes **City's Reuse Water**, **DIC** and **City** will, in good faith, determine and confirm in writing how much **Exchange Water** **DIC** must provide to **City** pursuant to a mutually agreed upon estimate of how much of **City's Reuse Water** **DIC** will divert. Any needed adjustment will be made in writing in succeeding years so the amounts of **Exchange Water** satisfy the **Equal Value** requirements of this **Agreement**. **DIC** and **City** may agree in writing that **DIC** will deliver the **Exchange Water** to **City** pursuant to a mutually acceptable rolling average and delivery schedule.

4. MWDSLS' PARTICIPATION

4.1 MWDSLS Authorization. Pursuant to the **Reuse Act**, **MWDSLS** hereby consents to **DIC's** use, as part of the **Reuse Project**, and in accordance with this **Agreement**, water that has been received by **MWDSLS** from the following sources, and provided by **MWDSLS** to **City**: i) **ODT Water** diverted under water rights held in the name of **MWDSLS**, or replacement water provided by Jordanelle Special Service District ("**JSSD**"); ii) **BU** water received by **MWDSLS** pursuant to the **1985 MWDSLS Petition**; and iii) water diverted by **MWDSLS** under water rights held in the name of **City**. **DIC's** reuse of such water shall not exceed One Thousand (1,000) acre-feet annually without prior written consent of **MWDSLS**, which **MWDSLS** is not obligated to give. **MWDSLS** has not agreed to allow any other entity or person to reuse this described water. **MWDSLS** does not give any authority to **DIC** to use any of the following waters: i) water diverted under water rights held in the name of Salt Lake City; ii) water delivered by **MWDSLS** to Salt Lake City; or iii) water available to **MWDSLS** from the **BU** Utah Lake System.

4.2 Further MWDSLS Cooperation. **MWDSLS** will act reasonably to provide any additional authorizations reasonably requested by **DIC** or **City** that are necessary to allow reuse of the **MWDSLS** water described in subsection 4.1 above in a manner consistent with this **Agreement**. Under no circumstances will **MWDSLS** be obligated to incur unreimbursed out of pocket costs, other than staff time and staff travel reimbursement, to support the **Reuse Project** or otherwise under this **Agreement**.

4.3 Possible Future MWDSLS Allocation of the Reuse of MWDSLS BU Water. In the future the other **MWDSLS** member city, Salt Lake City, may request to reuse a portion of the **BU Water** available under the **1985 MWDSLS Petition** or allow others to do so. If such a request is made by Salt Lake City, **MWDSLS** may, in its sole and absolute discretion, determine how such **BU** water is allocated for reuse as between **City** and Salt Lake City after reasonable efforts to meet and confer with the other **Parties**.

4.4 No Interference with the MWDSLS/JSSD Relationship. **MWDSLS** and **JSSD** have agreements whereby **JSSD** may use and reuse **MWDSLS' ODT Water**. Nothing in this **Agreement** is intended to require **MWDSLS** to act contrary to its agreements with **JSSD** regarding **ODT Water**, as such agreements may from time to time be amended. Though it is not anticipated, the parties may modify their performance under this **Agreement**, without penalty, as reasonably necessary to comply with **MWDSLS' ODT Water** agreements with **JSSD**.

4.5 MWDSLS to Maintain Operational Discretion. Nothing in this **Agreement** is intended to constrain or modify in any respect **MWDSLS'** authority to determine how, when and where it will treat, convey and deliver water from various sources available to, or to become available to, **MWDSLS**. Nothing in this **Agreement** is intended to constrain or modify in any respect **MWDSLS'** use, operation or maintenance of facilities that **MWDSLS** currently owns or operates, or will in the future own or operate, or facilities **MWDSLS** currently has, or in the future may have, capacity rights in.

4.6 MWDSLS' Limited Liability. **MWDSLS** is executing this **Agreement** for the benefit of others and is receiving no monetary or water supply benefit from this **Agreement**. Notwithstanding anything in this **Agreement** to the contrary, **MWDSLS** shall not be liable for incidental or consequential damages for any claims arising out of this **Agreement**, whether such claims are legal, equitable, based on contract or agreement, or based on tort.

5. INTEGRATION

This **Agreement** contains the entire understanding between the **Parties** as to each of the issues described herein, provided, that nothing herein prevents nor obligates the **Parties** from entering into separate surplus water agreements, or other agreements contemplated by this **Agreement**.

6. COMPLIANCE WITH LAW

The **Parties** will comply with all applicable federal, state and local laws, ordinances, rules and regulations.

7. ASSIGNABILITY

No assignment of any rights or obligations described in this **Agreement** will be allowed absent the written consent of the **Parties**, which consent no **Party** is obligated to give. If the Parties give their written consent for an assignment, the terms and conditions of this **Agreement** will bind the applicable successor or assign.

8. DEFAULT

An "**Event of Default**" will occur under this **Agreement** if any **Party** fails to perform

its obligations hereunder and the defaulting **Party** has not performed the delinquent obligations within twenty (20) days following delivery to the delinquent **Party** of written notice of such delinquency, or where performance of the delinquent obligations is not reasonably possible within the 20-day period such reasonable additional time as needed.

9. REMEDIES

9.1 Dispute Resolution. If the **Parties** are unable to resolve a dispute after notice of a default has been given under Section 8, any **Party** may submit the matter to formal mediation. The **Parties** will endeavor to reasonably agree upon a mediator and will mediate the dispute in good faith during one session of mediation. As used in this subsection “good faith” means only that the **Parties** will meet at reasonable times with a view toward reaching a consensus and does not impose an obligation on any **Party** to act contrary to that **Party’s** interests as determined by that **Party**. If the **Parties** cannot agree upon a mediator, a court of competent jurisdiction may appoint one. Only after the **Parties** have followed this dispute resolution process, may a **Party** bring an action in court. Each **Party** will be responsible for their own mediation costs and will split the cost of the mediator between them by dividing the total costs of the mediator by the number of **Parties** involved.

9.2 Default. For **Events of Default**, after the **Parties** have complied with the provisions of Subsection 9.1, 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. Furthermore, the non-defaulting **Party** will have the right to cure the default and seek reimbursement from the defaulting **Party** for the costs incurred in effecting such cure. The defaulting **Party** will reimburse the non-defaulting **Party** for all reasonable costs related to the cure of such default with thirty (30) days following delivery to the defaulting **Party** of a written notice of such costs and fees together with reasonable supporting documentation. No **Party** will be liable for any consequential damages.

10. TERM OF AGREEMENT

In view of the large investments in infrastructure associated with this **Reuse Project** by several entities and the need for stable, long term water supplies, the **Parties** agree that this **Agreement** become perpetual and may not be terminated once the **Master Reuse Contract** or a separate **Reuse Authorization Contract** between **DIC, City, and South Valley** has been fully executed and the **Necessary Approvals** have been secured, except by court order or written agreement of the **Parties**. The **Parties** intend that the integrity of the **South Valley Water Reuse Project** and the **Master Reuse Contract** be maintained to the extent practicable even if that **Master Reuse Contract** is terminated as to one or more parties thereto. In such event the **Parties** will endeavor to reasonably agree upon necessary amendments to this **Agreement**. As used in this subsection “good faith” means only that the **Parties** will meet at reasonable times with a

view toward reaching a consensus and does not impose an obligation on any **Party** to act contrary to that **Party's** interests as determined by that **Party**. Notwithstanding the above, any **Party** may terminate this Agreement upon written notice to the other Parties after 10:00 p.m. on the tenth anniversary of the date the **Parties** execute this **Agreement** if: (1) the **Parties** have not executed the **Master Reuse Contract** or a **Reuse Authorization Contract** by that date; or (2) the **Necessary Approvals** have not been issued.

11. 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.

12. TIME OF ESSENCE

Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

13. COOPERATION

DIC and **City** will cooperate to take such additional actions, sign such additional documentation, provide such additional information, and support the **Reuse Applications** and any other actions that may be reasonably necessary to accomplish the objectives set forth herein.

14. NO RELATIONSHIP

Nothing in this **Agreement** will be construed to create any partnership, joint venture or fiduciary relationship among the **Parties**.

15. DRAFTING PARTY

This **Agreement** has been and will be deemed to be a product of joint drafting by the **Parties** and there will be no presumption otherwise.

16. GOVERNING 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 this **Agreement** will be brought in the Third Judicial District Court of Utah in and for Salt Lake County.

17. 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.

18. 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.

19. 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.

20. NO THIRD-PARTY BENEFICIARY

This **Agreement** is not intended to be a third-party beneficiary contract for the benefit of any third parties.

21. NOTICES

All notices and other communications, required or permitted to be given hereunder, 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:

Draper Irrigation/WaterPro
c/o Steve Cunningham
12421 S. 800 E.
Draper, Utah 84020
Email: cunningham@waterpro.net

Sandy City
Department of Public Utilities
c/o Tom Ward, Director
10000 Centennial Pkwy
Sandy, Utah 84070
Email: tward@sandy.utah.gov

With a copy to:
Sandy City
City Attorney
10000 Centennial Pkwy
Sandy, Utah 84070

Metropolitan Water District of Salt Lake and Sandy
c/o Annalee Munsey
3430 East Danish Road
Cottonwood Heights, UT 84093

Email: Munsey@mwdsls.org

22. FILING OF AGREEMENT

Executed copies of this **Agreement** will be deposited with and remain in the office of each of the **Parties** during the effective term hereof.

24. INDEMNIFICATION

DIC shall indemnify, defend and hold harmless **City** and **MWDSLS**, their officers, agents, employees and volunteers (collectively, the "Indemnitees") from and against any and all claims, demands, damages, lawsuits, liabilities and penalties (collectively, the "Claims"), arising directly or indirectly, in whole or in part, out of this **Agreement** and performance of this **Agreement** by the parties, except **DIC** shall not be obligated to indemnify any Indemnitee for that Indemnitee's own negligence.

23. GOVERNMENTAL IMMUNITY ACT

City and **MWDSLS** are governmental entities subject to the Governmental Immunity Act. These **Parties** do not waive any immunities, rights, defenses or limitations available under that Act.

24. EFFECTIVE DATE

The "**Effective Date**" of this **Agreement** will be the last date each of the Parties signs the **Agreement**.

[signatures on following page]

IN WITNESS WHEREOF, this **Agreement** has been entered into by and between **DIC, City**, and **MWDSLS** as of the **Effective Date**.

Executed this _____ day of _____, 2023.

SANDY CITY

By _____
Its _____

Attest: _____

=====

Executed this _____ day of _____, 2023

DRAPER IRRIGATION COMPANY

Darrin Jensen-Peterson
CEO/General Manager

=====

Executed this _____ day of _____, 2023.

**METROPOLITAN WATER DISTRICT OF
SALT LAKE & SANDY**

Annalee Munsey, General Manager

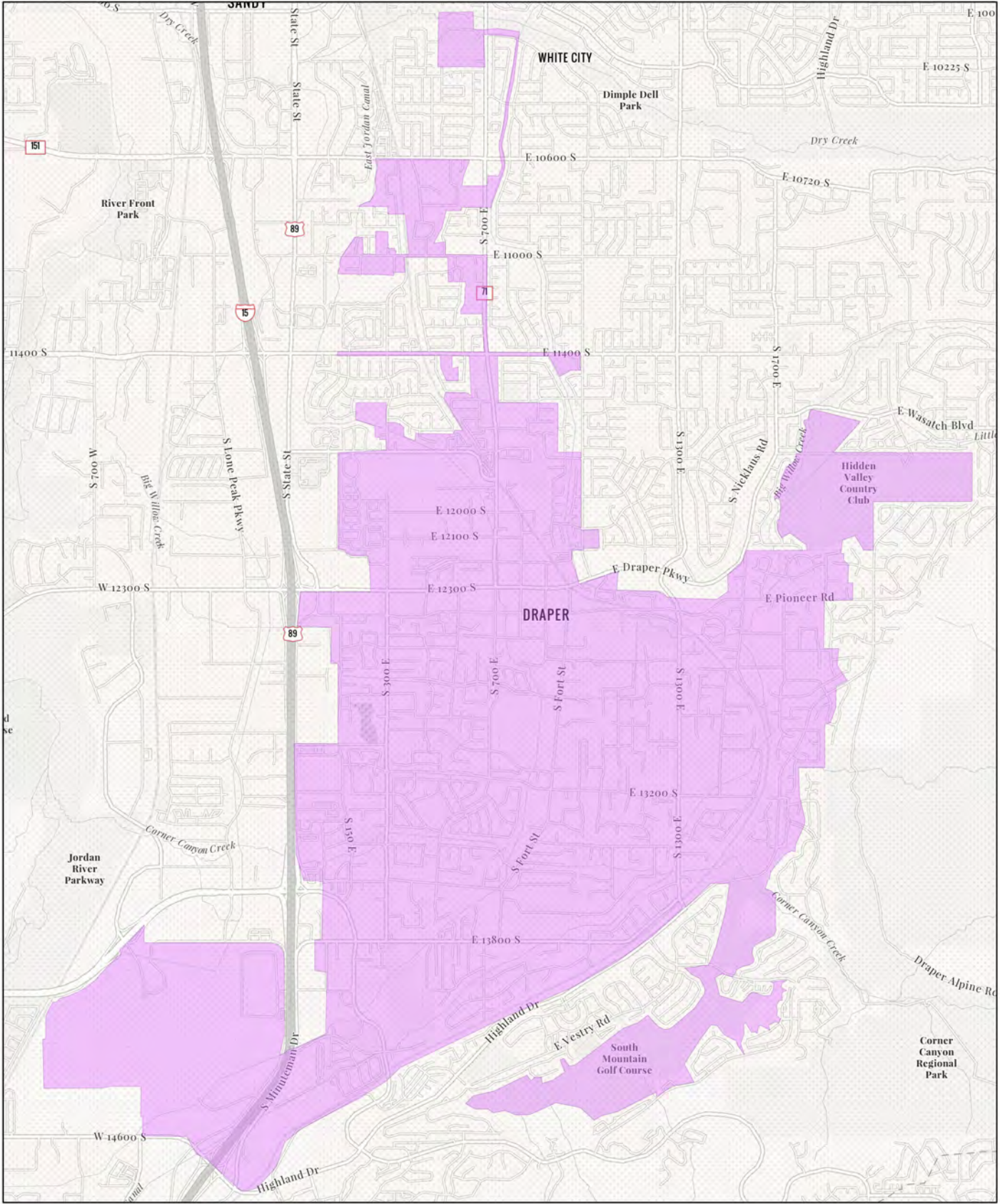
EXHIBIT 1

Map of DIC Service Area

EXHIBIT 2

DIC Jordan River Rights Change Applications

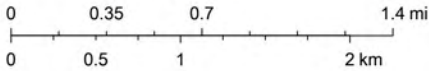
EXHIBIT 1



6/27/2023, 10:05:43 AM

Base Layers - PI Service Area

1:39,000



County of Salt Lake, County of Utah, Utah Geospatial Resource Center, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

BP036

APPLICATION FOR PERMANENT CHANGE OF WATER

STATE OF UTAH

Rec. By _____

Fee _____

Receipt # _____

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended.

***WATER RIGHT NO. 57-10180** _____ ***APPLICATION NO. a** _____

Changes are proposed in (check those applicable)

point of diversion. place of use. nature of use. _____ period of use.

1. OWNER INFORMATION

Name(s): Draper Irrigation Company Interest: _____ %

Address: P.O. Box 156

City: Draper State: UT Zip Code: 84020

Name(s): Sandy City Corporation – Public Utilities Director Interest: _____ %

Address: 10000 Centennial Pkwy.

City: Sandy State: UT Zip Code: 84070

Name(s): State of Utah Board of Water Resources Interest: _____ 100%

Address: P.O. Box 146201

City: Salt Lake City State: UT Zip Code: 84114

2. ***PRIORITY OF CHANGE:** _____ ***FILING DATE:** _____

*Is this change amendatory? (Yes/No): _____

3. **RIGHT EVIDENCED BY:** 57-10180 (Dec), 57-10181 (Dec), 57-10269 (Dec)

Prior Approved Change Applications for this right: a41988, a43613, a50407

***** HERETOFORE *****

4. **QUANTITY OF WATER:** _____ cfs and/or 4,725.85 ac-ft.

5. **SOURCE:** Jordan River, Drains & 11-proposed Shallow Wells

6. **COUNTY:** Salt Lake

7. **POINT(S) OF DIVERSION:** _____

(1) N 180 feet E 1,800 feet from W1/4 corner, Sec 26, T 4S, R 1W, SLBM

Divert Works: Turner Dam Source: Jordan River

Points of Diversion – Underground:

(1) S 1,270 feet E 182 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM

Well Diameter: 16 inches Well Depth: 10 to 150 feet

(2) S 203.67 feet E 2764 feet from W1/4 corner, Sec 02, T 4S, R 1W, SLBM

Well Diameter: 16 inches Well Depth: 10 to 150 feet

(3) S 1,188 feet E 223 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM

Well Diameter: 16 inches Well Depth: 10 to 150 feet

*These items are to be completed by the Division of Water Rights

- (4) S 1,485 feet E 66 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (5) S 1,122 feet E 264 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (6) S 1,048 feet E 297 feet from N1/4 corner, Sec 02, 4 TS, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (7) S 740 feet E 2538 feet from W1/4 corner, Sec 02, 4 TS, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (8) S 1068 feet E 1878 feet from W1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (9) S 1085 feet E 2344 feet from W1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (10) S 1,338 feet E 140 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
- (11) S 1,410 feet E 100 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet

Points of Drain:

- (1) N 2,371 feet W 56 feet from S1/4 corner, Sec 31, T 3S, R 1E, SLBM
- (2) N 22 feet E 136 feet from W1/4 corner, Sec 32, T 3S, R 1E, SLBM
- (3) S 32 feet W 146 feet from N1/4 corner, Sec 06, T 4S, R 1E, SLBM
- (4) S 1,683 feet E 33 feet from N1/4 corner, Sec 02, T 4S, R 1W, SLBM

COMMENT: Infiltration water from sewer pipeline
Description of Diverting Works: _____

8. POINT(S) OF REDIVERSION

The water has been rediverted from _____ at a point: _____
Description of Diverting Works: _____

9. POINT(S) OF RETURN

The amount of water consumed is _____ cfs or _____ ac-ft.
The amount of water returned is _____ cfs or _____ ac-ft.
The water has been returned to the natural stream/source at a point(s) _____

10. NATURE AND PERIOD OF USE

Irrigation:	From _____ to _____
Stockwatering:	From _____ to _____
Domestic:	From _____ to _____
Municipal:	From <u>Jan 1</u> to <u>Dec 31</u>
Mining:	From _____ to _____
Power:	From _____ to _____
Other:	From _____ to _____

11. PURPOSE AND EXTENT OF USE

Irrigation: _____ acres. Sole supply of _____ acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal: _____
Mining: _____ Mining District in the _____ Mine.
Ores mined: _____
Power: Plant name: _____ Type: _____ Capacity: _____
Other (describe): _____

12. PLACE OF USE

Legal description of place of use by 40 acre tract(s): The Service Area of Draper Irrigation Company

13. **STORAGE**

Reservoir Name: _____ Storage Period: from _____ to _____
Capacity: _____ ac-ft. Inundated Area: _____ acres.
Height of dam: _____ feet.
Legal description of inundated area by 40 acre tract(s): _____

***** THE FOLLOWING CHANGES ARE PROPOSED *****

14. **QUANTITY OF WATER:** _____ cfs and/or 4,725.85 ac-ft.

15. **SOURCE:** Jordan River, Drains, & Underground Water Wells
Balance of the water will be abandoned: _____, or will be used as heretofore: _____

16. **COUNTY:** Salt Lake

17. **POINT(S) OF DIVERSION:** Same as Heretofore, and in Addition to:
(1) N 1 foot W 1300 feet from SE corner, Sec 02, T 3S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
(2) S 1039 feet W 2380 feet from NE corner, Sec 11, T 3S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 10 to 150 feet
(3) N 1065 feet W 1739 feet from E1/4 corner, Sec 11, T 3S, R 1W, SLBM
Well Diameter: 16 inches Well Depth: 605 feet
Description of Diverting Works: _____
COMMON DESCRIPTION: _____

18. **POINT(S) OF REDIVERSION**
The water will be rediverted from _____ at a point: _____
Description of Diverting Works: _____

19. **POINT(S) OF RETURN**
The water will be returned to the natural stream/source at a point(s): _____

20. **NATURE AND PERIOD OF USE – Same as Heretofore**

Irrigation: From _____ to _____
Stockwatering: From _____ to _____
Domestic: From _____ to _____
Municipal: From Jan 31 to Dec 31
Mining: From _____ to _____
Power: From _____ to _____
Other: From _____ to _____

21. **PURPOSE AND EXTENT OF USE – Same as Heretofore**

Irrigation: _____ acres. Sole supply of _____ acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal: _____
Mining: _____ Mining District in the _____ Mine.
Ores mined: _____

Power: Plant name: _____ Type: _____ Capacity: _____

Other (describe): _____

22. PLACE OF USE

Legal description of place of use by 40 acre tract(s): _____

Same as Heretofore, and in Addition to: _____

The Service Area of Sandy City _____

23. STORAGE

Reservoir Name: _____ Storage Period: from _____ to _____

Capacity: _____ ac-ft. Inundated Area: _____ acres.

Height of dam: _____ feet.

Legal description of inundated area by 40 acre tract(s): _____

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary): This change application seeks to add additional points of diversion to change application a50407 as part of an exchange of water sources between Draper Irrigation Company/Water Pro (DIC) and Sandy City. The total amount of 4,725.85 acre-feet under a50407 and DIC's ability to divert this amount from the heretofore points of diversion will remain the same, but in addition, this change application would allow Sandy City to divert up to 500 acre-feet of that water from two new shallow wells (PODs #1 and #2) at its River Oaks Golf Course for municipal use and an existing shallow well collection field (POD #3) that Sandy uses for its urban fishery. The change will comply with the Salt Lake Valley Groundwater Management Plan adopted on June 25, 2002, because the proposed well locations will be shallow wells less than 150 feet deep, or as otherwise allowed by the State Engineer. They will also be located in close proximity to the Jordan River and will only interact with surface water rather than the deep aquifers in the valley. As such, these wells will be regulated as surface diversions. This change application, once approved, will supersede approved change application a50407.

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s).

Draper Irrigation Company

Sandy City Corporation

State Board of Water Resources

1. 1' North and 1300' West of the Southeast Corner of Section 02, Township 3 South, Range 1 West, Salt Lake Base & Meridian.
2. 1039' South and 2380' West of the Northeast Corner of Section 11, Township 3 South, Range 1 West, Salt Lake Base & Meridian.
3. 1065' North and 1739' West of the East Quarter Corner of Section 11, Township 3 South, Range 1 West Salt Lake Base & Meridian.



Chapter 3c Wastewater Reuse Act

Part 1 General Provisions

73-3c-101 Title.

This chapter is known as the "Wastewater Reuse Act."

Enacted by Chapter 179, 2006 General Session

73-3c-102 Definitions.

As used in this chapter:

- (1) "Director" means the director of the Division of Water Quality appointed under Section 19-5-106.
- (2) "Domestic wastewater" or "sewage" means:
 - (a) a combination of the liquid or water-carried wastes from:
 - (i) structures with installed plumbing facilities; and
 - (ii) industrial establishments; and
 - (b) any groundwater, surface water, and storm water that is present with the waste.
- (3) "Industrial facility" means a factory, mill, plant, mine, refinery, warehouse, or building or collection of buildings, including the land on which the facility is located, and the machinery and equipment located at or within the facility used in connection with the operation of the facility in an industrial business.
- (4) "POTW" means a publicly owned treatment works as defined by Section 19-5-102.
- (5) "Public agency" means a public agency as defined by Section 11-13-103 that:
 - (a) owns or operates a POTW;
 - (b) collects and transports domestic wastewater;
 - (c) holds legal title to a water right;
 - (d) is delegated the right to the beneficial use or reuse of water by the legal title holder of the water right;
 - (e) is a water supplier; or
 - (f) sells wholesale or retail water.
- (6) "Return flow requirement" means return flow required under a water right.
- (7)
 - (a) "Reuse authorization contract" means a contract or contracts among:
 - (i) a public agency proposing a water reuse project;
 - (ii) the owner or operator of a POTW that treats domestic wastewater proposed for use in a reuse project;
 - (iii) the owner of a domestic wastewater collection or transportation system if the reuse project will divert domestic wastewater directly from that entity's collection or transportation system;
 - (iv) the legal title holder of the water right designated for use in the reuse project, unless the legal title holder of the water right has delegated to another the right to the beneficial use or reuse of the water;
 - (v) each water supplier not holding legal title to the water right designated for use in the reuse project that sells or delivers water under the water right designated for use in the reuse project;

- (vi) each entity that will engage in the wholesale or retail sale of water from the water reuse project; and
- (vii) the retail water supplier retailing water that will be replaced by reuse water supplied under the proposed reuse project.
- (b) A reuse authorization contract shall:
 - (i) provide that a water supplier that is a party to the agreement consents to the use of reuse water under each water right, in which the water supplier has an interest, that is identified for use in the water reuse project; and
 - (ii) provide that any proposed water reuse project based on the contract shall be consistent with the underlying water right.
- (8) "Reuse water" means domestic wastewater treated to a standard acceptable under rules made by the Water Quality Board under Section 19-5-104.
- (9)
 - (a) "Water reuse project" or "project" means a project for the reuse of domestic wastewater that requires approval by the director under Section 19-5-106 and the state engineer under Section 73-3c-302.
 - (b) "Water reuse project" or "project" does not include water reused at or by an industrial facility for operating or processing purposes.
- (10) "Water right" means:
 - (a) a right to use water evidenced by any means identified in Section 73-1-10; or
 - (b) a right to use water under an approved application:
 - (i) to appropriate;
 - (ii) for a change of use; or
 - (iii) for the exchange of water.
- (11) "Water supplier" means an entity engaged in the delivery of water for municipal purposes.

Amended by Chapter 176, 2023 General Session

73-3c-103 Water reuse projects and the Great Salt Lake -- Exception.

- (1) Except as provided in Subsection (3) and notwithstanding the other provisions of this chapter, the director and the state engineer may not approve a water reuse project if the water related to the water reuse project would have otherwise been discharged into a tributary of the Great Salt Lake.
- (2) The state engineer may, by rule made in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, define what is a tributary of the Great Salt Lake.
- (3) This section does not apply to:
 - (a) a water right owned by the federal government;
 - (b) a water reuse project to supply water to the Great Salt Lake;
 - (c) a water reuse project approved subject to a water replacement plan; or
 - (d) water reuse project applications filed with the director and the state engineer before November 1, 2023, including any future renewals required under Section 19-5-108 for the water reuse project that are submitted after November 1, 2023.

Enacted by Chapter 176, 2023 General Session

Part 2

Permissible Reuse

73-3c-201 Reuse by a public agency owning underlying water right.

- (1) A public agency owning or operating a POTW that treats domestic wastewater consisting of water supplied under a water right the public agency owns may use, or contract for the use of, reuse water if:
 - (a) the water right is administered by the state engineer as a municipal water right;
 - (b) the reuse is consistent, under Subsection 73-3c-302(5), with the underlying water right; and
 - (c) the public agency receives approval in accordance with Sections 73-3c-301 and 73-3c-302.
- (2) A change application shall be filed in accordance with Section 73-3-3 if the public agency proposes a water reuse that is inconsistent with the underlying water right.

Enacted by Chapter 179, 2006 General Session

73-3c-202 Reuse by a public agency under a contract authorizing the use of water.

- (1) A public agency may use or contract for the use of reuse water if:
 - (a) the domestic wastewater consists of water for which the public agency has a reuse authorization contract;
 - (b) the water right is administered by the state engineer as a municipal water right;
 - (c) the reuse is consistent, under Subsection 73-3c-302(5), with the underlying water right; and
 - (d) the public agency receives approval in accordance with Sections 73-3c-301 and 73-3c-302.
- (2) A change application shall be filed in accordance with Section 73-3-3 if the public agency proposes a water reuse that is inconsistent with the underlying water right.

Enacted by Chapter 179, 2006 General Session

Part 3 Approval Process

73-3c-301 Application to the director.

- (1)
 - (a) A public agency proposing a water reuse project shall apply to the director.
 - (b) Before applying for approval by the director of a water reuse project, the public agency shall obtain conditional approval of the water reuse project by the state engineer under Section 73-3c-302.
- (2) The Water Quality Board may make rules, in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, governing the consideration and approval by the director of water reuse applications and administration of water reuse construction and operating permits.
- (3) Rules made under Subsection (2) shall require that water reuse meet standards and requirements for water quality set by the Water Quality Board in accordance with Title 19, Chapter 5, Water Quality Act.
- (4) The director shall issue a written decision for each water reuse application.
- (5) The director may approve a water reuse project only after the state engineer has conditionally approved the water reuse project under Section 73-3c-302.

Amended by Chapter 176, 2023 General Session

73-3c-302 Application to the state engineer.

- (1)
 - (a) A public agency proposing a water reuse project shall apply to the state engineer.
 - (b) The state engineer's approval of a water reuse project application filed under this section is conditioned on the approval of the director under Section 73-3c-301.
- (2) An application for water reuse under Subsection (1) shall be made upon forms furnished by the state engineer and shall include:
 - (a) the name of the applicant;
 - (b) a description of the underlying water right;
 - (c) an evaluation of the underlying water right's diversion, depletion, and return flow requirements;
 - (d) the estimated quantity of water to be reused;
 - (e) the location of the POTW;
 - (f) the place, purpose, and extent of the proposed water reuse;
 - (g) an evaluation of depletion from the hydrologic system caused by the water reuse; and
 - (h) any other information consistent with this chapter that is requested by the state engineer.
- (3) An application under Subsection (1) shall include a copy of a reuse authorization contract for water reuse proposed by a public agency for any underlying water right not owned by the public agency.
- (4) In considering an application for water reuse, the state engineer shall comply with:
 - (a) Section 73-3-6;
 - (b) Section 73-3-7;
 - (c) Section 73-3-10; and
 - (d) Section 73-3-14.
- (5) In determining whether a proposed water reuse is consistent with the underlying water right, the state engineer shall conclude that a proposed water reuse is consistent with the underlying water right if:
 - (a) the use of the reuse water does not enlarge the underlying water right; and
 - (b) any return flow requirement of the underlying water right is satisfied.
- (6)
 - (a) The state engineer shall approve a water reuse application if the state engineer concludes that the proposed water reuse:
 - (i) is consistent with the underlying water right; and
 - (ii) for an application in which the water would have otherwise been discharged into a tributary of the Great Salt Lake, includes an adequate replacement plan provided by the applicant.
 - (b) The state engineer may:
 - (i) deny an application if the proposed water reuse is inconsistent with the underlying water right; or
 - (ii) approve the application in part or with conditions to assure consistency with the underlying water right.
- (7)
 - (a) For an application in which the water would have otherwise been discharged into a tributary of the Great Salt Lake, the applicant shall submit a water replacement plan that provides an equivalent amount of water to the Great Salt Lake.
 - (b) The state engineer may:
 - (i) approve the application in part or with conditions to assure equivalent replacement of water to the Great Salt Lake; or

- (ii) deny an application if the replacement plan cannot assure equivalent replacement of water to the Great Salt Lake.
- (8) A public agency with an approved reuse application shall submit a report, as directed by the state engineer, concerning the ongoing water reuse operation.
- (9) The state engineer may make rules in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to implement the provisions of this chapter.

Amended by Chapter 176, 2023 General Session

73-3c-303 Inflow of unappropriated water -- Application to appropriate.

If domestic wastewater inflow to a POTW consists of any unappropriated infiltration water, a person may apply to the state engineer to appropriate the unappropriated infiltration water to a beneficial use in accordance with Section 73-3-8.

Enacted by Chapter 179, 2006 General Session

73-3c-304 Change in point of discharge.

- (1) The point of discharge of water from a POTW may be changed if the director determines that a change is necessary:
 - (a) for treatment purposes;
 - (b) to enhance environmental quality;
 - (c) to protect public health, safety, or welfare; or
 - (d) to comply with:
 - (i) rules created by the Water Quality Board in accordance with Section 19-5-104; or
 - (ii) the POTW's discharge permit.
- (2) Before changing the point of discharge from a POTW under Subsection (1), the director shall consult with the state engineer.

Amended by Chapter 176, 2023 General Session

**Part 4
Effect of Reuse**

73-3c-401 Priority of reuse water.

If the use of reuse water is consistent with the underlying water right, the priority of the reuse water is the same as the priority of the underlying water right.

Enacted by Chapter 179, 2006 General Session

Metropolitan Water District of Salt Lake & Sandy
FY2023 CAPITAL PROJECTS REPORT
Year End

Last updated: July 21, 2023

Routine Non-Capacity Improvement Projects

SCS Hardware and Software Replacement Project (LC067): The contractor is installing new card readers throughout the District. Installation challenges will see work extend into fiscal year 2024.

District Project Manager:	Darin Klemin
Design Engineer / Contractor:	Avtec
Final Completion Date:	September 30, 2023
FY2023 Contract Amount:	\$584,126.40
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$409,529.29
District Purchases:	\$4,813.50
FY2023 Budget:	\$600,000.00
FY2023 Expenses / Percent Spent:	\$414,342.79 / 69.1%

POMWTP PCS Hardware Replacement Project: Fiscal year 2023 work is complete.

District Project Manager:	Gardner Olson
Design Engineer / Contractor:	SKM
Final Completion Date:	June 30, 2023
FY2023 Contract Amount:	\$182,358.73
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$156,665.00
District Purchases:	\$0.00
FY2023 Budget:	\$200,000.00
FY2023 Expenses / Percent Spent:	\$156,665.00 / 78.3%

Fleet Program Replacement: An articulating lift, tilt trailer, two trucks, and scissor lift were received this fiscal year.

District Project Manager:	Michael Carter
Project Budget:	\$215,000.00
Project Spent:	\$209,936.58 / 97.6%

LCWTP Standby Generator Replacement (LC066): Project complete. The former generator was sold through auction in April for \$51,500.00 and was removed from the site.

District Project Manager:	Gardner Olson		
Design Engineer	Energy Management Corp. (EMC)		
Fiscal Year:	2022	2023	
Contractor:	Various	EMC	SKM
Final Completion Date:	December 31, 2022		
Contract Amount:	\$1,453,794.00	\$9,280.00	\$8,090.00
Change Orders / Percent:	\$15,513.25 / 10.7%	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent to date:	\$1,464,377.07	\$6,520.00 / 70.3%	\$8,090.00 / 100.0%
District Purchases:			\$3,414.00
Fiscal Year Budget:	\$1,550,000.00		\$25,000.00
Expenses / Percent Spent:	\$1,464,377.07 / 94.5%		\$18,024.00 / 72.1%

Little Dell Dam Improvements: No activity reported for FY23.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget ^{1, 2} :	\$476,920.00
Project Spent:	\$0.00 / 0.0%

¹ Budget reduced at the September 19, 2022 Board Meeting.

² Budget reduced at the January 23, 2023 Board Meeting.

³ Budget reduced at the March 27, 2023 Board Meeting.

WIFIA Funding Application Strategist: Work completed in FY23 was paid from O&M. Staff will continue considering funding strategies for upcoming capital needs, and anticipates presenting those to the board and committees in fall 2023.

District Project Manager:	Wayne Winsor
Consultant:	L YR&B
Project Budget ¹ :	\$100,000.00
Contract Amount:	\$93,550.00
Project Spent ² :	\$11,775.00 / 11.8%

¹ Budget added at the January 23, 2023 Board Meeting.

² Amount spent from O&M budget. No capital monies were spent on this project.

Repair and Replace

Jordan Narrows Pump Station Roof Replacement: Project complete.

District Project Manager:	Augusto Robles
Contractor:	Pinecreek Roofing
Final Completion Date:	December 31, 2022
Project Budget ¹ :	\$15,000.00
Contract Amount:	\$13,200.00
Project Spent:	\$13,200.00 / 88.0%

¹ Budget increased at the September 19, 2022 Board Meeting.

LCWTP HVAC Replacement: Project complete.

District Project Manager:	Augusto Robles
Contractor:	New City HVAC
Final Completion Date:	June 30, 2023
Project Budget ¹ :	\$135,000.00
Contract Amount:	\$115,000.00
Project Spent:	\$115,000.00 / 85.2%

¹ Budget increased at the September 19, 2022 Board Meeting.

POMFWP VFD Replacement: Project complete.

District Project Manager:	Scot Collier
Contractor:	District / Siemens
Final Completion Date:	June 30, 2023
Project Budget ¹ :	\$290,000.00
Contract Amount:	\$239,652.00
Spent to Date:	\$246,427.00
Other Costs ² :	\$23,173.84
Total Project Spent:	\$269,600.84 / 93.0%

¹ Budget increased at June 12, 2023 Board Meeting.

² Other costs include relay replacement and programming.

CCTV Hardware Replacement: FY23 project complete.

District Project Manager:	Brian Pehrson
Contractor:	Avtec
Final Completion Date:	June 30, 2023
FY2023 Contract Amount:	\$88,768.50
Change Orders / Percent:	\$0.00 / 0/0%
Spent to Date:	\$77,190.00
District Purchases:	\$64,872.38
FY2023 Budget:	\$150,000.00
FY2023 Expenses / Percent Spent:	\$142,062.38 / 94.7%

LCWTP Caustic Recirculation Pump Replacement: The caustic pump was received.

District Project Manager:	Steve Slack
Project Budget:	\$35,000.00
Project Spent / Percent Spent:	\$20,065.27 / 57.3%

Lab Equipment Replacement: The ordered equipment was returned. A new instrument is on order for FY24.

District Project Manager:	Jeff Matheson
Project Budget ¹ :	\$130,000.00
Project Spent / Percent Spent:	\$0 / 0.0%

¹ Budget reduced at the September 19, 2022 Board Meeting.

Annual Network Server Replacement: Project complete.

District Project Manager:	Darin Klemin
Project Budget:	\$70,000.00
Project Spent / Percent Spent:	\$69,756.17/ 99.7%

LCWTP Actuator Procurement: Four actuators were ordered in July 2022. The actuators were received in late March 2023.

District Project Manager:	Scot Collier
Project Budget:	\$50,000.00
Project Spent / Percent Spent:	\$48,793.61/ 97.6%

Miscellaneous: A new flash mixer gear box ordered for the LCWTP is installed. A breaker was installed for Load Center A-1 to replace one damaged in a power outage on March 10. A replacement for LCWTP Plant Water Pump No. 2 was received and installed.

District Project Manager:	Wayne Winsor
Project Budget ¹ :	\$75,000.00
Project Spent / Percent Spent:	\$67,041.34 / 89.4%

¹ Budget increased at the March 27, 2023 Board Meeting.

FY2022 Carryover – LCWTP Actuator Replacement: Two actuators, ordered in December 2021, were received on August 1, 2022.

District Project Manager:	Scot Collier
Project Budget:	\$32,000.00
Project Spent / Percent Spent:	\$29,618.30 / 92.6%

FY2022 Carryover – Lab Equipment Replacement: Equipment was received in late June 2022; installation occurred in August 2022. This project is complete.

District Project Manager:	Wayne Winsor
Project Budget ¹ :	\$5,000.00
Project Spent / Percent Spent:	\$2,570.00 / 51.4%

¹ Budget reduced at the September 19, 2022 Board Meeting.

Non-Routine O&M (Selected Projects)

MWDSLS Multi-hazard Mitigation Plan: A final risk-priority document was submitted to the state on April 14, 2023. State comments were addressed by the project team. The document was submitted to FEMA on June 1, 2023. Staff is now working to address FEMA comments. See the FY24 capital report for additional updates.

District Project Manager:	Wayne Winsor	
Design Engineer:	Elwell Consulting Group	
Final Completion Date:	December 31, 2023	
Project Budget:	\$207,323.00	
Fiscal Year:	2022	2023
Spent:	\$35,218.69	\$162,855.99
Project Spent / Percent Spent:	\$198,074.68/ 95.5%	

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063): Five monitoring wells were completed in FY23. The ASR well was started. A contract was awarded on June 12, 2023 for SIB construction. See FY24 capital report for additional project updates.

Design		
District Project Manager:	Ammon Allen	
Design Engineer:	Hansen, Allen and Luce	
Final Completion Date:	December 31, 2024	
Engineering Contract Amount:	\$961,937.15	
Fiscal Year:	2022	2023
Spent to date:	\$78,431.03	\$420,598.75
Engineering Spent to date:	\$499,029.78 / 51.9%	

Wells Construction	
Contractor:	Hydro Resources
Final Completion Date:	October 31, 2023
Contract Amount:	\$3,674,441.00
Change Orders / Percent:	\$123,121.00 / 3.4%
Wells Spent to Date:	\$2,504,420.15 / 65.9%

SIB and Infrastructure Construction	
Contractor:	COP Construction
Final Completion Date:	February 16, 2024
Contract Amount:	\$5,550,687.00
Change Orders / Percent:	\$0.00 / 0.0%
SIB and Infrastructure Spent to date:	\$0.00 / 0.0%

Other Project Costs	
Contractor:	SKM
Final Completion Date:	March 30, 2024
Budget:	\$94,500.00
Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
SKM Spent to date:	\$0.00 / 0.0%
District Purchases	\$1,204.00
Total Other Costs Spent to date:	\$1,204.00 / 1.3%

Budget Summary	
Total Project Budget:	\$10,821,308.95
ARPA Grant:	\$3,000,000.00
ASR Reserve (as of June 30, 2022):	\$4,115,104.90
Non-ASR Reserve:	\$3,706,204.05
Total Project Spent to date:	\$3,004,653.93 / 34.3%

Other Capital Improvement Projects

Salt Lake Aqueduct Replacement / Cottonwoods Conduit (SLAR-CC): The 30% project design was received and reviewed. Easement acquisition began, with properties identified and appraisals ordered. Staff worked with Cottonwood Heights City on permitting and to coordinate construction of a city storm drain with the SLAR-CC in Ft Union Blvd. See FY24 capital report for project update.

Design		
District Project Manager:	Kelly Stevens	
Design Engineer:	Hazen and Sawyer	
Final Completion Date:	June 30, 2024 (estimated)	
Contract Amount:	\$2,355,136.00	
Contract Amendments:	\$740,547.00	
Total Contract Amount:	\$3,095,684.00	
Fiscal Year:	2022	2023
Spent to Date:	\$36,856.25	\$1,999,946.56
Engineering Spent / Percent Spent:	\$2,036,802.81 / 65.8%	

Public Engagement		
District Project Manager:	Annalee Munsey/Kelly Stevens	
Consultant:	Wall Consulting Group	
Final Completion Date:	Dec 30, 2025 (estimated)	
Contract Amount:	\$108,388.75	
Fiscal Year:	2022	2023
Spent to Date:	\$4,455.46	\$32,879.88
Consultant Spent / Percent Spent:	\$37,335.34 / 34.4%	

**Jordan Valley Water Conservancy District (JVWCD)
Jordan Aqueduct System and 150th South Pipeline – Capital Projects**

The District is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. The District is responsible for one half of improvements associated with the 150th South pipeline. Projects identified for FY2023 include:

JVWTP expects to exceed the FY2023 budget as outlined below. MWDSL has not received budget updates since March summary. A budget transfer request from reserves to account for the project overage was approved at the June Board meeting.

	FY2023 Budget	FY2023 Expected (March 2023)
Major Rehabilitation or Replacement of Existing Facilities		
• JA Normal, Extraordinary Maintenance and Replacement	\$ 273,142	\$ 112,680
• JVWTP Normal, Extraordinary Maintenance and Replacement	\$ 227,143	\$ 227,003
• TR Normal, Extraordinary Maintenance and Replacement	\$ 21,429	\$ 0
• JVWTP Sed Basins 3 through 6 Mechanical Equipment Replacement	\$ 1,485,714	\$ 2,724,093
• JVWTP IMG Culinary Reservoir Repairs	\$ 0	\$ 5,345
New Non-Capacity Facilities (Compliance/Functional Upgrade)		
• JVWTP Utility Water and Backwash Tank Back-up Facilities	\$ 21,429	\$ 0
• JVWTP Floc/Sed Basins 1 and 2 Seismic Upgrade and Capacity Increase (to 180 MGD)	\$ 180,000	\$ 46,225
• JVWTP Floc/Sed Basins 3 through 6 Seismic and Process Upgrade	\$ 571,429	\$ 0
• JVWTP Filter and Chemical Feed Upgrades	\$ 42,857	\$ 31,271
New Capacity Facilities (Supply, Treatment, Conveyance, or Storage)		
• 15000 South Pump Station	\$ 12,500	\$ 14,832
JVWTP Project Management Expenses	\$ 50,000	\$ 50000
Total Request FY2023:	\$ 2,885,643	\$ 3,211,449

This report is taken from JVWCD’s July 2023 board packet and covers May 14, 2023 to June 13, 2023.

The JVWTP Filter and Chemical Feed Upgrade project, awarded in March, will design upgrades to the filters and chemical feed systems. The consultant is evaluating alternatives for chlorine chemical feed as well as filter hydraulics. The consultant is also working on predesign for ozone treatment, which would be added in 2035 with the final expansion phase.

The District completed review of the 60% design drawings for the Sedimentation Basins 1-2 Seismic and Capacity Upgrades project. The consultant is preparing 90% drawings. The Sedimentation Basins 3-6 Equipment Replacement is substantially complete, on-schedule, and on-budget. All six basins are online. The District credits the early completion incentive of the project being completed on time. Settled water turbidity decreased by 70%. For the first time in

its history, the JWWTP has pretreatment capacity meeting the rated filtration capacity of 180 MGD. Punch list items will be completed in September.

Metropolitan Water District of Salt Lake & Sandy
FY2024 CAPITAL PROJECTS REPORT
August 2023

Last updated: July 27, 2023

Routine Non-Capacity Improvement Projects

SCS Hardware and Software Replacement Project (LC067): The contractor is installing new card readers throughout the District.

District Project Manager:	Darin Klemin	
Design Engineer / Contractor:	Avtec	
Final Completion Date:	September 30, 2023	
Project Budget:	\$600,000.00	
Contract Amount:	\$584,126.40	
Change Orders / Percent:	\$0.00 / 0.0%	
	FY23	FY24
Spent to Date:	\$409,529.29	\$0.00
District Purchases:	\$4,813.50	\$0.00
FY Budget:	\$600,000.00	\$100,000.00
Expenses to Date / Percent Spent:	\$414,342.79 / 69.1%	

LCC Replacement and Intake Modifications: Consideration for contract award is on the August 8, 2023 board agenda. This is a multi-year project (through FY2026).

District Project Manager:	Gardner Olson
Design Engineer:	TBD
Preliminary Design Completion Date:	June 30, 2024
FY2024 Budget:	\$200,000.00
FY2024 Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
District Purchases:	\$0.00
FY2024 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

POMWTP PC/S Hardware Replacement Project: Equipment is on order. This is the second year of a two-year project.

District Project Manager:	Gardner Olson	
Design Engineer / Contractor:	SKM	
Final Completion Date:	June 30, 2024	
	FY23	FY24
FY Budget:	\$200,000.00	\$250,000.00
Contract Amount:	\$182,358.73	\$207,888.80
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent to Date:	\$156,665.00	\$0.00
District Purchases:	\$4,813.50	\$0.00
Expenses to Date / Percent Spent:	\$156,665.00 / 34.8%	

Fleet Program Replacement: Two trucks and two SUVs are on order.

District Project Manager:	Michael Carter
Project Budget:	\$200,000.00
Project Spent to date:	\$0.00 / 0.0%

Little Dell Dam Improvements: Salt Lake City plans to replace a control panel in FY24.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$400,000.00
Project Spent to date:	\$0.00 / 0.0%

Repair and Replace

LCWTP Ozone Control Valve Replacement: Staff is preparing quotes.

District Project Manager:	Gardner Olson
Project Budget:	\$12,000.00
Project Spent to date:	\$0.00 / 0.0%

LCWTP Update Fuel Tank and Dispenser Monitoring Hardware: Staff plans to prepare an RFP to procure this item.

District Project Manager:	Michael Carter
Contractor:	TBD
Final Completion Date:	June 30, 2024
Project Budget:	\$65,000.00
Contract Amount:	TBD
Project Spent to date:	\$0.00 / 0.0%

LCWTP Flash Mix Replacement: Staff is obtaining quotes.

District Project Manager:	Andy Reidling
Project Budget:	\$50,000.00
Project Spent to date:	\$0.00 / 0.0%

POMFWP RVSS Replacement: Procurement was approved on June 12, 2023.

District Project Manager:	Scot Collier
Contractor:	EMC
Final Completion Date:	June 30, 2024
Project Budget:	\$110,000.00
Contract Amount:	\$87,285.16.00
Spent to Date:	\$0.00
Other Costs:	\$0.0
Project Spent to date:	\$0.0 / 0.0%

CCTV Hardware Replacement: Procurement for POMWTP cameras was approved on June 12, 2023.

District Project Manager:	Brian Pehrson
Contractor:	Avtec
Final Completion Date:	June 30, 2024
Budget:	\$150,000.00
Contract Amount:	\$88,768.50
Change Orders / Percent:	\$0.00 / 0/0%
Spent to Date:	\$0.00
District Purchases:	\$0.00
Project Spent to Date:	\$0.00 / 0.0%

UPS Replacement: Staff is obtaining quotes.

District Project Manager:	Scot Collier
Project Budget:	\$60,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Lab Equipment Replacement: An ICP/MS is on order. An RFP for an autotitrator was advertised on July 19, 2023. Staff is obtaining quotes for a microscope and organics laboratory dishwasher.

District Project Manager:	Jeff Matheson
Project Budget:	\$283,500.00
Project Spent to date / Percent Spent:	\$0 / 0.0%

Annual Network Server Replacement: Staff is obtaining quotes.

District Project Manager:	Darin Klemin
Project Budget:	\$70,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

FY23 Carryover – Caustic Recirculation Pump: The pump was received in FY23. No further activity is anticipated for this line item.

District Project Manager:	Steve Slack
Project Budget:	\$20,373.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Miscellaneous: No activity to date.

District Project Manager:	Ammon Allen
Project Budget ¹ :	\$50,000.00
Project Spent / Percent Spent:	\$0.00 / 0.0%

Non-Routine O&M (Selected Projects)

LCWTP Arc Flash Coordination: Staff are obtaining quotes from state-approved contractors.

District Project Manager:	Scot Collier
Contractor:	TBD
Final Completion Date:	June 30, 2024
Project Budget:	\$200,000.00
Contract Amount:	TBD
Project Spent to date:	\$0.00 / 0.0%

Financial Strategist: No activity to date.

District Project Manager:	Wayne Winsor
Contractor:	TBD
Final Completion Date:	June 30, 2024
Project Budget:	\$100,000.00
Contract Amount:	TBD
Project Spent to date:	\$0.00 / 0.0%

IT Master Plan: A kickoff meeting occurred July 5, 2023. Staff is fine-tuning project scope with the consultant.

District Project Manager:	Ryan Nicholes
Contractor:	Hazen and Sawyer
Final Completion Date:	June 30, 2024
Project Budget:	\$150,000.00
Contract Amount:	\$149,905.00
Project Spent to date:	\$0.00 / 0.0%

MWDSLS Multi-hazard Mitigation Plan: Staff is working to address FEMA comments. A new public involvement phase is in progress and will run through August 10, 2023.

District Project Manager:	Wayne Winsor		
Design Engineer:	Elwell Consulting Group		
Final Completion Date:	December 31, 2023		
Project Budget:	\$207,323.00		
Fiscal Year:	2022	2023	2024
Spent:	\$35,218.69	\$162,855.99	\$0.00
Project Spent to date / Percent Spent:	\$198,074.68/ 95.5%		

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063): On July 4, 2023 the reamer unit sheared from the shaft and was lost in the ASR well at a depth of about 650 feet. The contractor unsuccessfully attempted to recover the reamer and, on July 19, chose to abandon the well. The failed well will be filled with gravel to 100 feet below ground surface, then grouted to 10 feet below ground surface. The conductor casing will be cut and the well buried. A new 700-foot deep well will be drilled approximately 25 feet east of the failed well.

The surface infiltration basin contractor is mobilized and working. Staff and the contractors are coordinating schedules to minimize disruption to both contractors.



Design			
District Project Manager:	Ammon Allen		
Design Engineer:	Hansen, Allen and Luce		
Final Completion Date:	December 31, 2024		
Engineering Contract Amount:	\$961,937.15		
Fiscal Year:	2022	2023	2024
Spent to date:	\$78,431.03	\$420,598.75	\$0.00
Engineering Spent to date:	\$499,029.78 / 51.9%		

Wells Construction		
Contractor:	Hydro Resources	
Final Completion Date:	October 31, 2023	
Contract Amount:	\$3,674,441.00	
Change Orders / Percent:	\$123,121.00 / 3.4%	
	2023	2024
Wells Spent to date	\$2,504,420.15	\$0.00
Total Spent to date:	\$2,504,420.15 / 65.9%	

SIB and Infrastructure Construction	
Contractor:	COP Construction
Final Completion Date:	February 16, 2024
Contract Amount:	\$5,550,687.00
Change Orders / Percent:	\$0.00 / 0.0%
SIB and Infrastructure Spent to date:	\$0.00 / 0.0%

Other Project Costs	
Contractor:	SKM
Final Completion Date:	March 30, 2024
Budget:	\$94,500.00
Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
SKM Spent to date:	\$0.00 / 0.0%
District Purchases	\$1,204.00
Total Other Costs Spent to date:	\$2,886,675.14 / 13.6%

Budget Summary	
Total Project Budget:	\$10,821,308.95
ARPA Grant:	\$3,000,000.00
ASR Reserve applied (as of June 30, 2022):	\$4,115,104.90
Non-ASR Reserve:	\$3,706,204.05
Total Project Spent to date:	\$3,004,653.93 / 34.3%

Other Capital Improvement Projects

Salt Lake Aqueduct Replacement / Cottonwoods Conduit (SLAR-CC): The 60% project design was received and reviewed. Bidder prequalification and pipe preselection documents are under review. The consultant is preparing Amendment 3, which is expected to include additional survey work, project management, turnout vault design, coordination with Cottonwood Heights City, LCWTP site improvements, and grading control north of 10 MG Reservoir.

Appraisals are under review for new SLAR easement. Further discussion is anticipated at the September 5 Engineering Committee and September 18 Board Meeting.

Staff is also working with our financial strategist to procure project funding.

Design			
District Project Manager:	Kelly Stevens		
Design Engineer:	Hazen and Sawyer		
Final Completion Date:	June 30, 2024		
Contract Amount:	\$2,355,136.00		
Contract Amendments:	\$740,547.00		
Total Contract Amount:	\$3,095,684.00		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$36,856.25	\$1,999,946.56	\$0.00
Engineering Spent to date:	\$2,036,802.81 / 65.8%		

Public Engagement			
District Project Manager:	Kelly Stevens		
Consultant:	Wall Consulting Group		
Final Completion Date:	June 30, 2024		
Contract Amount:	\$108,388.75		
Fiscal Year:	2022	2023	2024
Spent to Date:	\$4,455.46	\$32,879.88	\$0.00
Engagement Spent to date:	\$37,335.34 / 34.4%		

**Jordan Valley Water Conservancy District (JVWCD)
Jordan Aqueduct System and 150th South Pipeline – Capital Projects**

The District is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. The District is responsible for one half of improvements associated with the 150th South pipeline. Projects identified for FY2024 include:

Major Rehabilitation or Replacement of Existing Facilities

• JA Normal, Extraordinary Maintenance and Replacement	\$ 142,857
• 150 th South Pipe Normal Maintenance and Replacement	\$ 62,500
• JA TR Basins 3, 4 Roof Deck Joint Sealant Replacement	\$ 142,857
• JVWTP Normal, Extraordinary Maintenance and Replacement	\$ 342,857
• JVWTP Floc/Sed Basins 3-6 Mechanical Equipment Replacement	\$ 385,714
• JVWTP Floc/Sed Basins 1-2 Mechanical Equipment Replacement	\$ 285,714

New Non-Capacity Facilities (Compliance/Functional Upgrade)

• JVWTP Filter and Chemical Feed Upgrades	\$ 885,714
• JVWTP Floc/Sed 1-2 Seismic Upgrade	\$ 662,143
• Jordan Aqueduct Seismic Resiliency	\$ 14,286

JVWTP Project Management Expenses \$ 50,000

Total Request FY2023: \$2,974,643

This report is taken from JVWCD’s July 2023 board packet and covers May 14, 2023 to June 13, 2023.

The JVWTP Filter and Chemical Feed Upgrade project, awarded in March, will design upgrades to the filters and chemical feed systems. The consultant is evaluating alternatives for chlorine chemical feed as well as filter hydraulics. The consultant is also working on predesign for ozone treatment, which would be added in 2035 with the final expansion phase.

The District completed review of the 60% design drawings for the Sedimentation Basins 1-2 Seismic and Capacity Upgrades project. The consultant is preparing 90% drawings. The Sedimentation Basins 3-6 Equipment Replacement is substantially complete, on-schedule, and on-budget. All six basins are online. The District credits the early completion incentive of the project being completed on time. Settled water turbidity decreased by 70%. For the first time in its history, the JVWTP has pretreatment capacity meeting the rated filtration capacity of 180 MGD. Punch list items will be completed in September.