

Tab 3

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: May 30, 2023

Agenda Item: Consider approval of easement agreement with Rockworth development

Objective: Seek approval of an easement agreement to permit development-associated modifications to the SLA Corridor.

Background: In January 2018 District staff were presented a conceptual design for development of the former AJ Dean gravel pit located at 6700 South and Wasatch Boulevard. The design contemplated grading, landscaping, trails, a public road crossing, a private road crossing, and associated utilities within the Salt Lake Aqueduct (SLA) Corridor. The project concept plan was approved by the Board of Trustees on October 17, 2022.

An agreement was prepared for the added fill, roadways, utilities, landscaping, and trail system. The Board requested to review the agreement and final plans. A few key components of the agreement include

1. The description for the SLA Corridor was rewritten to define the corridor as 100 feet wide (resolving a gap and some concerns with the previous legal description). This results in a small portion of abandoned easement (see attached image).
2. The blow-off will be relocated to drain directly into the storm drain by the blow-off structure instead of Wasatch Boulevard. This will reduce the amount of piping and easements the District must track and maintain.
3. Permitted uses are specified.
4. Restoration requirements are specified.
5. The means by which the developer will construct improvements for the District is described.

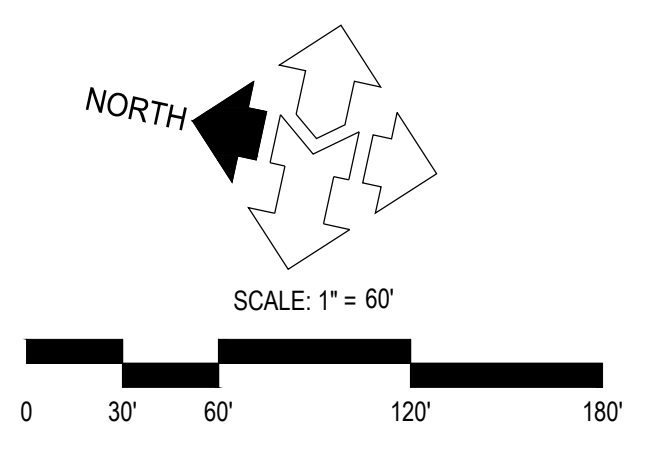
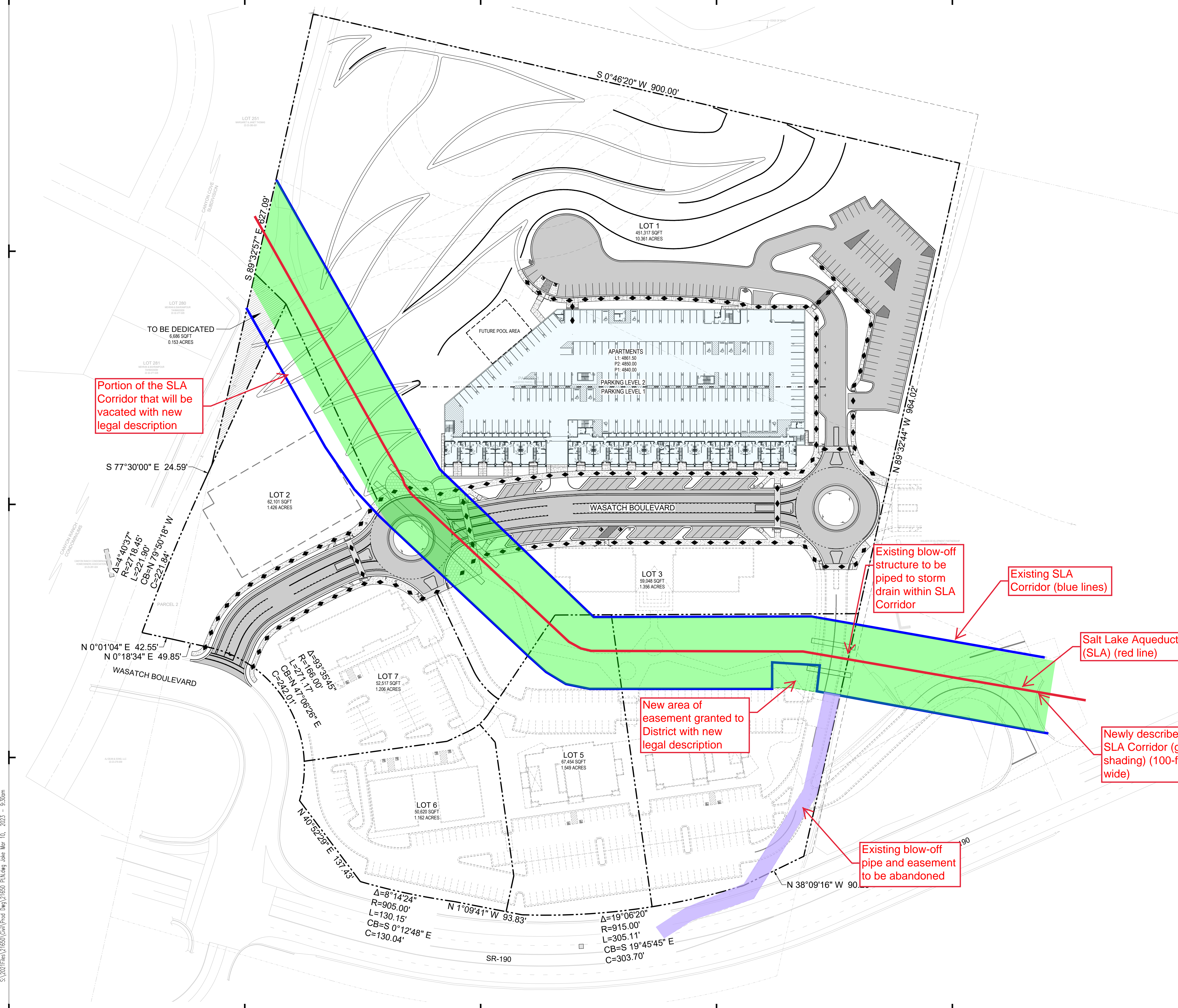
The agreement is currently under review by the developer and Cottonwood Heights City. The developer intends to record the plat map in July and begin construction in August. It is advantageous for all parties to have this agreement in place prior to plat recordation.

Committee Activity: The Engineering Committee discussed this item on May 24, 2023.

Recommendation: The Engineering Committee recommends approval of the Easement Agreement, with minor modifications as may be required and approved by the District's General Manager and counsel.

Attachment:

- Site Plan
- Draft Easement Agreement

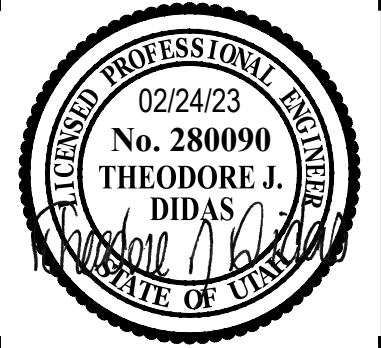


PERVIOUS & IMPERVIOUS SUMMARY

DESCRIPTION	AREA (SQFT)
IMPERVIOUS AREA	467,956
PERVIOUS AREA	476,886
TOTAL AREA	944,842

GENERAL NOTES:
 SEE ARCHITECTURAL SITE PLAN FOR ADDITIONAL INFORMATION.
 SEE LANDSCAPE PLANS FOR IRRIGATION AND PLANTING.
 ALL WORK TO COMPLY WITH GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 ◆ ◆ ◆ ACCESSIBLE ROUTE WITH MAXIMUM 148 CROSS-SLOPE AND MAXIMUM 1:20 RUNNING-SLOPE.

MCNEIL ENGINEERING
 Economic and Sustainable Designs, Professionals You Know and Trust
 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 801.255.7700 mcneilengineering.com
 Civil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDS



WASATCH ROCK - PHASE 1
6695 WASATCH BOULEVARD
COTTONWOOD HEIGHTS, UT
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 23, T2S, R1E, SLB&M

REVISIONS

REV	DATE	DESCRIPTION
1	12/05/22	CITY AND UTILITY COMMENTS

PROJECT NO: 21650
 DRAWN BY: JHF
 CHECKED BY: TJD
 DATE: MAR. 11, 2022

SITE PLAN - OVERALL

C1.00

Blue Stakes of UTAH811
 Bluestakes.org

NOTICE!
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

S:\2022\Files\21650\CAD\Prod_Dwg\21650_PLM.dwg Job: Mar. 10, 2023 - 9:30am

When Recorded Return to:
Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093-2139

Application No.: S-18-1393
Version: 03-13-23

PARCEL NO.: 2223426001

EASEMENT AGREEMENT
(Salt Lake Aqueduct)

THIS EASEMENT AGREEMENT (“Agreement”) is entered into effective this _____ day of _____, 2023, between Metropolitan Water District of Salt Lake & Sandy (“District”) and AJ Rock LLC (“AJ Rock”) and Cottonwood Heights City (“City”).

AGREEMENT PURPOSES

AJ Rock is progressing the design and construction for the development project identified as Wasatch Rock at 6695 South Wasatch Boulevard in Cottonwood Heights, Utah. The development includes a mix of high-density residential and commercial construction with amenities to serve both.

District owns and operates the Salt Lake Aqueduct (“SLA”) and certain improvements (all manner of works, equipment, facilities and infrastructure) appurtenant to the SLA. The term SLA is intended throughout this document to refer to the existing pipeline and its future replacement or replacements. District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

The SLA was constructed between 1939 and 1951. The SLA easement through the AJ Rock property was originally acquired by Warranty Deed of Easement recorded May 20, 1948 as Entry 1121711, Book 610, and Page 416 with the Salt Lake County Recorder. Gravel pit excavation activities led to relocation of the SLA in or around 1985. The relocated SLA is located within an easement acquired by Warranty Deed (Easement) recorded December 5, 1985 as Entry 4173234, Book 5715, Pages 2367 to 2369 (“1985 Easement”). The 1985 Easement includes prohibitions on adding or removing material and the placement of trees, structures, or improvements within the 1985 Easement. The 1985 Easement was conveyed from the United States of America to District by Quit Claim Deed recorded November 7, 2012 as Entry 11510034, Book 10075, Pages 1862 - 1882 with the Salt Lake County Recorder.

Relocation of the SLA created a low point in the pipeline that required a blow-off to be installed to drain the SLA. That blow-off pipe was installed within a 20-foot wide easement

originally acquired by Warranty Deed of Easement recorded December 12, 1985 as Entry 4175930, Book 5717, Pages 1439 to 1441 (“1985 Blow-off Easement”). The 1985 Blow-off Easement includes prohibitions on adding or removing material and the installation, construction, or maintenance of trees, structures, or improvements within the 1985 Blow-off Easement. The United States of America is obligated to convey the 1985 Blow-off Easement to District, pursuant to section 3(b) of the Provo River Project Transfer Act, Pub. L. 108-382, October 30, 2004, and pursuant to the Agreement referenced in section 2(1) of that Act. District is currently working to formalize that conveyance.

Use of the 1985 Easement by A.J. Dean and Sons and Big Cottonwood Sand and Gravel, Inc. (collectively “AJ Dean”) is discussed in Contract No. 6-07-41-L0250 between the United States of America and AJ Dean. That agreement allows AJ Dean to operate and maintain then-existing conveyors and other gravel removal equipment that was then-located within the 1985 Easement. That contract will expire on March 26, 2036 and is subject to termination for nonuse of the stated equipment for a period of two continuous years.

AJ Rock plans to construct the mixed-use Wasatch Rock development over multiple phases. The development includes an apartment complex, condominium complex, a hotel, commercial pads, and related roads, parking, utilities, trails, and open space. Portions of that development will encroach upon the SLA Corridor. The development requires substantial grading.

A preliminary site plan for the Wasatch Rock development is attached as Exhibit 1. Plans for Wasatch Rock – Phase 1 are attached as Exhibit 2.

The District does not object to the construction of the development under the conditions of this Agreement.

This Agreement does not purport to satisfy any legal requirement other than District policies. AJ Rock is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning or any other approvals. District has not agreed to provide any assistance to AJ Rock in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

1. Easements Over AJ Rock Parcel.

a. SLA Easement.

As to the following portion of the AJ Rock Parcel, which is described in Paragraph 1(b), the parties hereby agree that District’s easement rights for the SLA shall be as described in this Agreement.

LEGAL DESCRIPTION - 100 FOOT

(SLA Easement). To the extent District already has such easement rights under the 1985 Easement, District hereby reserves such easement rights, and AJ Rock hereby confirms such easement rights. To the extent District does not already have such easement rights under the 1985 Easement, AJ Rock hereby grants such easement rights to District. To the extent that District has easement rights as to the following described portion of the AJ Rock Parcel under the 1985 Easement that are over and beyond those described in this Agreement, District hereby abandons such easement rights.

The location of the SLA Easement will be depicted on the final subdivision plats for all phases of the Wasatch Rock Development in a form reasonably approved in writing by District in advance of recording, with the depiction referencing the recording information for this Easement Agreement.

b. Description of the AJ Rock Parcel.

Salt Lake County Parcel 2223426001 with a street address of 6695 South Wasatch Boulevard, Cottonwood Heights, Utah 84121. Parcel 2223426001 is described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of Section 23, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 89°32'44" West 1082.24.47 feet to a point on a curve to the right (county road) whose radius is 716.8 feet; thence northerly around said curve to the right a distance of 91.39 feet to a point on a curve to the right (compound curve) whose radius is 1518.0 feet; thence northerly around arc of said curve to the right a distance of 394.8 feet to a point of tangent; thence North 06°45' West along tangent 49.5 feet to a point on a curve to the right whose radius is 955.4 feet thence northerly around arc of said curve to the right a distance of 387.44 feet to a point on the quarter section line of said Section 23; thence along said section line South 89°32'57" East 1,202.78 feet to the Point of Beginning.

Less and excepting that portion conveyed to the Utah Department of Transportation by that certain Warranty Deed, recorded April 26, 1989 as Entry No. 4763144 in Book 6120 at Page 2603, of official records.

c. Description of 1985 Blow-off Easement.

A parcel of land in Salt Lake County, Utah, in the Southeast Quarter (SE¼) of Section 23, Township 2 South, Range 1 East, Salt Lake Meridian, Utah, containing Twenty-one Hundredths (0.21) of an acre, more or less, and being more particularly described as follows:

Bearings in the following description are based on the Utah Coordinate System, Central Zone.

Beginning at a point which lies South 00°45' West Nine Hundred Three and Nine-tenths (903.9) feet along the section line and North 89°15' West Seven Hundred Forty and Seven-tenths (740.7) feet from the East quarter corner of said Section 23;

said point has U.S.C. & G.S. plane grid coordinates North 836,226.67 and East 1,917,335.29 and lies on the South boundary of said property; thence along said boundary North 89°33' West One Hundred Thirty-seven (137.0) feet; thence North 70°37' West One Hundred Sixty-six and Six-tenths (166.6) feet; thence North 32°50' West Eighty-eight and Seven-tenths (88.7) feet; thence North 41°19' West Seventy-five (75.0) feet; thence North 48°41' East Twenty (20.0) feet; thence South 41°19' East Seventy-seven and Six-tenths (77.6) feet; thence South 32°50' East Eighty-one and Eight-tenths (81.8) feet; thence South 70°37' East One Hundred Fifty-six and Four-tenths (156.4) feet; thence South 89°33' East One Hundred Thirty-two and Eight-tenths (132.8) feet; thence South 02°08' East Twenty (20.0) feet, more or less to point of beginning.

Based on the Utah Coordinate System, Central Zone, established by the United States Coast and Geodetic Survey the East quarter corner of said Section 23 has plane grid coordinates North 837,120.49 and East 1,918,087.61.

Ground distances in the foregoing description can be converted to U.S.G. & C.S. grid distances by multiplying by the combination factor .99974961.

The AJ Rock Parcel, the SLA Easement, and the 1985 Blow-off Easement are depicted in Exhibit 3.

2. Agreement as to District's Use as to SLA Easement. As to the portion of the AJ Rock Parcel encumbered by the SLA Easement described above and depicted approximately in Exhibit 3 attached to this Agreement, the parties agree District has the right to survey, plan, layout, construct, use, operate, inspect, maintain, repair, replace, and improve the SLA, or its replacement or replacements, and related improvements on, over, and under the area described in Paragraph 2.

In the event use of the SLA Easement by District or its employees or contractors causes material damage to the land subject to the SLA Easement, District shall, at its sole expense, restore the ground surface to approximate grade and compaction only, except as may be necessary to accommodate any District improvements related to the SLA. Such restoration by District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently. Replacement of all other disturbed uses within the SLA Easement shall be the responsibility of AJ Rock, City, or their respective successors.

3. AJ Rock Uses of the SLA Easement. AJ Rock may use the portion of AJ Rock's Parcel described in Paragraph 1 above encumbered by the SLA Easement described in Paragraph 2 above in strict accordance with this Agreement.

a. Approved Uses. AJ Rock may use the portion of AJ Rock's Parcel described in Paragraph 1 above encumbered by the SLA Easement described in Paragraph 2 above for the following:

i. landscaping, including edging, gardening, planter boxes, free-sitting pavers, organic or gravel mulch, shrubs less than four feet tall when mature, landscape

rock no greater than 36 inches in any direction, irrigation systems with a quickly accessible shutoff valve outside the SLA Easement, and turf;

- ii. public trails;
- iii. picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;
- iv. unreinforced concrete, asphalt or other unreinforced paving or flatwork;
- v. roadways, including sidewalk, curb, and gutter, limited to the extension of Wasatch Boulevard and a future private road as shown on the site plan (Exhibit 1);
- vi. buried utilities within approved roadways, so long as any new crossing of the SLA Easement is perpendicular to the SLA at 90 degrees whenever practicable and not less than 60 degrees, maintains at least 18 inches of clearance from the SLA, and has a metallic location strip. Utilities shall be a minimum of 15 feet horizontally distant from the SLA except as required to cross the SLA. Any metal pipe or high voltage power lines in close proximity to the SLA must have appropriate corrosion protection measures that provide protection of the SLA. Above-ground appurtenances related to buried utilities shall not be installed within the SLA Easement.

Trees and permanent structures or any part thereof, including footing, foundation, or overhang, shall not be placed within the SLA Easement.

b. Phase 1. As part of Phase I, AJ Rock may use the portion of AJ Rock's Parcel described in Paragraph 1 above encumbered by the SLA Easement described in Paragraph 2 above for the extension of the Wasatch Boulevard roadway, including a roundabout, and associated curb, gutter, and sidewalk; public trails; and utilities, including an 18-inch storm drain, 12-inch culinary water pipeline, and 12-inch sewer pipeline, as shown in the plans for Phase I (Exhibit 2). AJ Rock shall develop Phase I as expressly described in plans for Phase I (Exhibit 2). Any modifications to such plans and specifications must be approved in writing by District in advance of the work performed.

c. Future Project Phases. Future project phases that include any portion of the SLA Easement shall first receive written authorization from District and City in the form of an addendum to this Agreement. The requirements of this Agreement shall apply to all future phases.

d. Responsibility for Added Costs. Any increase in the cost to reconstruct, operate, maintain, and repair the SLA or its replacement or replacements, and related infrastructure that may result from the development shall be borne by AJ Rock.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect District improvements; or 2) introduce any

substance into District improvements or water; or 3) adversely impact in any respect District's operations.

4. Use of the SLA Easement by Others.

a. Roadways and Utilities. Wasatch Boulevard will be a public roadway, dedicated to the City subject to the SLA Easement. Remaining project roadways are anticipated to be private, operated and maintained by a development association. The parties anticipate third-party utilities will be installed within Wasatch Boulevard and the private roadways. AJ Rock, City, and their successors shall ensure such third-party utilities shall comply with the requirements in Paragraph 3, above. AJ Rock, City, and their successors shall notify District in writing prior to the installation of third-party utilities within the SLA Easement. District reserves the right to require third parties to modify design to be in compliance with District and other generally accepted requirements.

b. No Other Uses. Other third-party uses of the SLA Easement are not permitted.

5. AJ Rock to Install Casings for Future SLA Pipelines. District is in the early planning stages of replacement of the Salt Lake Aqueduct, which may involve two pipelines within the SLA Easement. AJ Rock and District have cooperated to forecast the location of these replacements. AJ Rock has agreed to install 78-inch diameter pipe casings (Casings) as shown in the Phase 1 plans (Exhibit 2) to reserve the space from future underground utilities and uses.

a. Construction. The Casings shall be located as shown in the Phase 1 plans (Exhibit 2). The Casings will be constructed in a manner consistent with plans, specifications, and construction contract, all approved by District in writing in advance of construction.

b. Acceptance and Conveyance. District will accept the Casings in writing upon final completion as reasonably determined by District. Until acceptance in writing of the Casings by District, AJ Rock will be solely responsible for the care, maintenance, and protection of the Casings, and AJ Rock will bear all risk of loss or damage to the Casings. Acceptance of the Casings by District will not relieve AJ Rock or its contractor from their obligations to install the casings in a manner consistent with the approved plans, specification and contract, nor waive any rights of District under the warranty described below. Upon acceptance of the Casings by District, AJ Rock shall convey to District ownership of the Casings and appurtenant structures.

c. Warranty. AJ Rock warrants the Casings will be constructed in a manner consistent with the approved plans, specifications, and construction contract, and that the Casing will be free of defects in materials or workmanship for a period of two years after final completion of all of the Casings. Any defects detected within that warranty period and brought to AJ Rock's attention within a period of time that is reasonable under the circumstances after detection will be repaired at AJ Rock's sole expense to the reasonable satisfaction of District in a reasonably prompt and workmanlike manner.

6. Replacement of SLA Blow-off. AJ Rock has agreed to realign the SLA blow-off pipeline (Blow-off) north across [the new road] and add a gooseneck to discharge the blow-off into the new storm drain system as shown in the Phase 1 plans (Exhibit 2).

a. Construction. The Blow-off shall be located as shown in the Phase 1 plans (Exhibit 2). The Blow-off will be constructed in a manner consistent with plans, specifications and construction contract approved by District in writing in advance of construction.

b. Acceptance and Conveyance. District will accept the Blow-off in writing upon final completion as reasonably determined by District. Until acceptance in writing of the Blow-off by District, AJ Rock will be solely responsible for the care, maintenance, and protection of the Blow-off, and AJ Rock will bear all risk of loss or damage to the Blow-off. Upon acceptance of the Blow-off by District, AJ Rock shall convey to District ownership of the Blow-off and appurtenant structures. Acceptance of the Casings by District will not relieve AJ Rock or its contractor from their obligations to install the casings in a manner consistent with the approved plans, specification and contract, nor waive any rights of District under the warranty described below.

c. Warranty. AJ Rock warrants the Blow-off will be constructed in a manner consistent with the approved plans, specifications, and construction contract, and that the Casing will be free of defects in materials and workmanship for a period of two years after final completion of all of the Blow-off. Any defects detected within that warranty period and brought to AJ Rock's attention within a period of time that is reasonable under the circumstances after discovery will be repaired at AJ Rock's sole expense in a reasonably prompt and workmanlike manner to the reasonable satisfaction of District.

d. Discharge. It is understood discharge from the Blow-off will enter City's storm drain system. District shall make reasonable attempts to coordinate with City in advance of use. Discharge shall be limited to [confirm volume].

e. Abandonment of 1985 Blow-off Easement and Blow-off. Effective upon acceptance by District of the new blow-off pipe constructed by AJ Rock described in Paragraph 6(a), District shall abandon its interest in the 1985 Blow-off Easement, described in Paragraph 1(c), and the Blow-off.

7. Work. The SLA was relocated in or about 1985 and was designed for a maximum backfill of 14 feet. Cathodic protection of the SLA was later added to mitigate corrosion. Work on and around the SLA Easement shall be performed with great care and in accordance with the following requirements. AJ Rock shall carefully take precautions to see that its contractors and others on site comply with the following requirements.

a. AJ Rock shall provide to District a schedule for the completion of work within the SLA Easement, and periodic updates to the schedule. If requested by District, AJ Rock shall schedule meeting(s) to discuss proposed design plans and schedules.

b. Project plans shall identify the SLA and include a requirement that contractors shall not place materials, park, or operate heavy machinery within 15 feet of the SLA

centerline without first taking measures to reduce load on the pipeline. Such measures shall be first approved in writing by District in advance of measurement.

c. AJ Rock, either directly or through its contractor, shall notify District no less than 48 business hours in advance of any work within the SLA Easement. Such notification can be by telephone, email, or in writing.

d. AJ Rock shall endeavor to construct the Wasatch Rock development in a way as to avoid the SLA Easement and District facilities whenever reasonably practicable, and to minimize the impact to the property and facilities to the extent reasonably practicable. No stockpiling of materials, no equipment greater than HS20 loading without prior written authorization.

e. No earthwork, construction work, or other work shall be performed by or for AJ Rock or the City within the SLA Easement or close enough to the SLA Easement to present risk to District improvements or operations except as expressly described in plans and specifications approved in writing by District in advance of construction. Any modifications to such plans and specifications must be approved in writing by District in advance of construction.

f. Where work will be performed within 10 feet of the SLA, the contractor shall first pothole the underground utilities to confirm location and depth.

g. Fencing, posts, and other in-ground facilities shall not be installed above the SLA or the future SLA locations shown on Exhibit 3. Any variance to this provision shall be approved in writing by District in advance.

h. Potholing of the SLA and any excavation within 15 feet of the SLA shall not be performed without a District inspector present.

i. AJ Rock shall provide District with as-constructed drawings of each phase of the Project in PDF format within three months of completion of each respective phase.

j. If, after notice from District which is reasonable under the circumstances, AJ Rock fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by District, or its contractor, and AJ Rock will reimburse District. Such reimbursement will be due and owing sixty (60) days after an invoice is mailed and thereafter will earn interest at the rate of twelve percent (12%) per annum, compounded annually. District will have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District will have no obligation whatsoever for the safety of workers or others on or adjacent to the job site.

8. District's Right to Inspect. District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. Each party shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. No approval, observation, inspection or review undertaken by any party is intended to be for the benefit of any other party, its contractors, suppliers, subcontractors, or their respective

employees. Unless expressly stated in writing, any approval, observation, inspection or review by District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

9. District Review of Plans. District shall have ten business days from receipt to review plans, specifications, contracts and change orders and any changes thereto. Action regarding review of plans shall be in writing. The District shall not unreasonably withhold, condition or deny approval. Any District decision regarding approval made in good faith shall be presumed to be reasonable absent evidence to the contrary.

10. Maintenance of AJ Rock's Improvements. All of AJ Rock's uses within the SLA Easement, or close enough to the SLA Easement to present risk to District improvements or operations, shall be maintained in a condition that does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve, or modify the SLA, SLA Easement, or any District improvements for District's purposes, as those purposes may from time to time change. If after notice from District that is reasonable under the circumstances, AJ Rock fails to correct any unacceptable condition of any of improvements within the SLA Easement, or close enough to the SLA Easement to present risk to District improvements or operations, correction may be accomplished by District. AJ Rock shall reimburse District within 30 days upon receipt of an itemized invoice for such correction. District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with AJ Rock's works or improvements as a result of the exercise by District of any of its rights.

11. Insurance and Bonds. AJ Rock shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by AJ Rock or any of AJ Rock's contractors, employees, or subcontractors. City shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by City or any of City's contractors, employees, or subcontractors. AJ Rock and City warrant that all persons or entities performing earthwork or construction work in the SLA Easement on behalf of AJ Rock and City, including but not limited to construction of the Casings and relocation of the Blow-off, will provide insurance and bonds meeting at a minimum those requirements in Exhibit 4, incorporated by reference.

12. Assumption of Agreement by City. Upon the date of acceptance of the public road, public trail, and City-owned public utilities by City following construction, or upon the expiration of two years from the date of this Agreement, whichever occurs first, City specifically agrees that City shall succeed to and assume all of AJ Rock's rights, responsibilities, obligations and duties under the terms of this Agreement with respect to the public road, public trail, and City-owned public utilities, including all defense, indemnity, and insurance provisions.

13. Termination of Contract No. 6-07-41-L0250. The Parties recognize that Contract No. 6-07-41-L0250 is terminated under paragraph 11 of that agreement.

14. Term. Perpetual.

15. Notice. District will make reasonable efforts to provide reasonable advance notice to AJ Rock and City of any work District reasonably recognizes as materially adverse to AJ

Rock's authorized use of the SLA Corridor. District may implement electronic notice procedures. AJ Rock will be responsible to timely provide District with current contact information.

Any notice required by this Agreement will be deemed given when mailed or delivered to:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093
Phone: (801) 942-1391

AJ Rock LLC
Attn: Tom Henriod, [title]
4655 South 2300 East, Suite 205
Holladay, Utah 84117
Phone: (801) 501-0727

Cottonwood Heights City
Attn: [redacted]
2277 Bengal Boulevard
Cottonwood Heights, UT 84121
Phone: [redacted]

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change.

16. Remedies. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will first be submitted to the other party in writing in detail and the parties will meet and confer regarding the matter.

If the matter is not resolved satisfactorily by negotiation, the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. If the parties cannot agree on a mediator one may be appointed by a court of competent jurisdiction.

Any claim or dispute not settled by mediation will be resolved in accordance with the then most current version of the American Arbitration Association (AAA) Commercial Arbitration Rules. The arbitration will not be administered by the AAA without the written consent of both parties unless such administration is necessary to arbitrate the dispute as described in this Agreement. Claims will be heard by a single arbitrator. If the parties are unable to agree on an arbitrator within ten (10) business days of a request to arbitrate, the arbitrator will be selected using the AAA's list process as provided in its Commercial Arbitration Rules. The place of arbitration will be Salt Lake City, Utah. The arbitration will be governed by the laws of the State of Utah. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. Any additional discovery or disclosures may be

ordered in the discretion of the arbitrator. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings, except that virtual attendance may be required by the arbitrator to address safety concerns. Time is of the essence for any arbitration under this Agreement, and arbitration proceedings will take place within ninety (90) days of appointment of an arbitrator and awards rendered within sixty (60) days thereafter. The arbitrator must agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Each party will bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrator will be accompanied by a reasoned opinion.

Notwithstanding any language to the contrary in the contract documents, the Parties hereby agree: that the award of the arbitrator may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the award of the arbitrator will, at a minimum, be a reasoned award; and that the award of the arbitrator will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the award of the arbitrator, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having personal and subject matter jurisdiction of the matter.

Notwithstanding the above remedy provisions, nothing in this Agreement shall prevent a party from seeking injunctive relief to maintain the status quo while the above remedies are pursued, or to protect persons, property, public welfare, or public safety. Nothing in this Agreement shall prevent District from seeking injunctive relief to protect the following: the SLA, associated District facilities, District operations, District water supply, or District's ability to serve the public.

17. Successors, Assigns. The rights and obligations of this Agreement shall run to the benefit of, and be binding upon, the successors and assigns of the parties. In particular, all rights and obligations of AJ Rock shall run with the AJ Rock Parcel, described in Paragraph 1 above, or any portion thereof. No other right or obligation may be assigned or transferred without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned, or delayed. Any Party may record notice of this Agreement.

18. Authority. The person(s) signing this Agreement on behalf of each Party represent and warrant they have been duly authorized by formal action of the governing body of their respective Party to execute this Agreement on behalf of their respective Party. The person or persons signing on behalf of AJ Rock represent and warrant that their signatures together will bind all who have an ownership interest in the AJ Rock Parcel.

19. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding AJ Rock's described use of

the SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

District:

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Michael J. DeVries, General Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me Michael J. DeVries, and having been first duly sworn by me acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that he was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

AJ Rock:

Tom Henriod, [title]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me Tom Henriod, the [title] of AJ Rock LLC and having been first duly sworn, acknowledges that they have been duly authorized to execute the foregoing Cooperation Agreement for and on behalf of AJ Rock LLC.

NOTARY PUBLIC

City:

Mike Weichers, Mayor

Paula Melgar, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me Mike Weichers and Paula Melgar and being first duly sworn, acknowledged that they are the Mayor and City Recorder, respectively, of Cottonwood Heights, Utah, and that they have been duly authorized through an affirmative vote of the City Council of Cottonwood Heights, Utah to execute the above Cooperation Agreement for and on behalf of Cottonwood Heights, Utah.

NOTARY PUBLIC

Exhibit 1
Wasatch Rock Prospective Site Plan

Exhibit 2
Wasatch Rock Phase 1 Plans

Exhibit 3
Map of Easement Locations

**INSURANCE AND BOND REQUIREMENTS FOR
PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER
DISTRICT OF SALT LAKE & SANDY**

Last Update: June 4, 2018

AJ Rock's contractors and subcontractors shall maintain, at no cost to the District, the following insurance, and provide evidence of compliance satisfactory to District.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District in advance Contractor and all of Contractor's subcontractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from: premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract.):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
4. **CONTRACTORS POLLUTION LIABILITY:**
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate
 - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its

trustees, officers, and employees as additional insureds; or the Contractor may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. The District does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District lands or interests in lands, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. City shall be covered as additional insureds as respects claims arising out of any activities conducted on City lands or interest in lands, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to City.
3. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to the District, its trustees, officers and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by the District.

E. VERIFICATION OF COVERAGE

Contractor and all of Contractor's subcontractors shall furnish District with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and

endorsements are to be provided on forms acceptable to the District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Contractor shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time to time District may increase the requirement for a liability limit by providing reasonable written notice to Contractor of such a change.

F. AJ ROCK STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

AJ Rock shall see that each of AJ Rock's contractors, and each of their subcontractors, complies with these insurance requirements, and AJ Rock shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

G. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on District lands or District's interest in lands will provide performance and payment bonds for the full sum of their contracts, naming the District as co-obligee.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: May 30, 2023

Agenda Item: Consider approval of professional services agreement for IT Master Plan

Objective: Approve a professional services agreement.

Background: The 2020 Master Plan addressed the District's conveyance, treatment, and storage infrastructure, but was light on Information Technology (IT) infrastructure. The IT Master Plan will provide the IT department a proactive, priority-based roadmap for addressing existing and future IT infrastructure. The plan will also inform future District budgets for planning, design, and construction efforts.

The IT Master Plan will address the following items:

- Assess and document current IT infrastructure
- Server room
- Staff support facilities (e.g. workspace, warehouse)
- Radio and fiber network infrastructure
- Human-machine Interface (HMI)
- Enterprise, Voice-over-Internet-Protocol (VoIP), Security Control Systems, Process Control / SCADA (PC/S), and Input/Output (I/O) networks
- Cybersecurity

A Request for Statements of Qualifications (SOQ) for the IT Master Plan was advertised on Sciquest between March 8 and April 14, 2023. One SOQ was received. The selection committee met with the consultant, Hazen and Sawyer, on May 1, 2023 to ascertain capability and scope the project. Scope is in line with District needs and the fee (\$149,905.00) commensurate with the effort.

This is a fiscal year 2024 non-routine O&M expense with a budget of \$150,000.

Committee Activity: The Engineering Committee discussed this item on May 24, 2023 and recommends approval.

Recommendation: Recommend award of IT Master Plan to Hazen and Sawyer for \$149,905.00, pending approval of the fiscal year 2024 budget.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: May 30, 2023

Agenda Item: Consider approval of Resolution 1928 of Annexation of Property

Objective: Adopt Resolution 1928 annexing property in Sandy.

Background: Effective April 30, 2001, properties annexed into a city are no longer automatically annexed into districts serving those annexations. The District is now obligated to undergo a formal process to annex those properties as appropriate.

Sandy City annexed four properties in November 2022, identified in grey on the attached annexation plat. All four properties receive water from Sandy City Public Utilities.

Following adoption of the resolution, the plats will be signed by the General Manager then delivered to the county surveyor. The surveyor will send PDFs of the scanned plats to the District to forward to the Lieutenant Governor's office for annexation approval. Once approval is obtained the plats are recorded.

Committee Activity: The Engineering Committee discussed this annexation on May 24, 2023.

Recommendation: The Engineering Committee recommends adoption of Resolution 1928 to annex four properties into the District.

Attachments:

1. Resolution 1928
2. CC Sheep Ranch Annexation Plat

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

RESOLUTION NO. 1928

A RESOLUTION APPROVING ANNEXATION OF PROPERTY

(Property within Sandy City receiving retail water service from Sandy City)

WHEREAS, this District provides wholesale supplemental water to its member cities, Salt Lake City and Sandy City; and

WHEREAS, prior to April 30, 2001, any property annexed into a member city of this District was automatically annexed into this District; and

WHEREAS, after April 30, 2001, this District must take affirmative steps described in Utah Code Title 17B, Chapter 1, Part 4 to annex properties into this District; and

WHEREAS, Utah Code Section 17B-1-415 authorizes the annexation of properties that are annexed into a member city of this District when those properties receive retail water service from a member city of this District; and

WHEREAS, the property described in Exhibit A to this Resolution has been annexed into Sandy City and receives retail water from Sandy City:

NOW, THEREFORE, it is hereby **RESOLVED** by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy that the property described in Exhibit A attached to this Resolution is hereby annexed into the Metropolitan Water District of Salt Lake & Sandy, effective upon certification as required by applicable statute.

This **RESOLUTION** was duly adopted by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy at a meeting duly noticed and held on the 12th day of June 2023.

Tom Godfrey
Chair of the Board of Trustees

Exhibit A to Resolution No. 1926

CC Sheep Ranch Annexation

	Parcel ID	Owner Name	Property Location	Legal Description
1	2811251092000 0	Corporation of the Presiding Bishopric of the Church of Jesus Christ of Latter-day Saints	9575 S 3100 E	BEG 943.45 FT S FR N 1/4 COR SEC 11, T3S, R1E, SLM; S 409.17 FT; E 313.5 FT; N 475.81 FT; S 78° W 320.5 FT TO BEG. LESS & EXCEPT BEG S 943.81 FT FR N 1/4 COR SEC 11, T3S, R1E, SLM; N78° E 320.50 FT; S 22.95 FT; SW'LY ALG 654.16 FT RADIUS CURVE TO L, 31.36 FT (CHD S 77°19'09" W); S 75°56'45" W 253.76 FT; S 14°03'15" E 13 FT; S 75°56'45" W 8.14 FT; S 7.67 FT; W 32 FT; N 47.08 FT TO BEG. 2.957 AC.
2	2811251002000 0	CC Sheep Ranch LLC	3170 Little Cottonwood Rd	COM 835 FT S & 19 RD E OF NW COR NE 1/4 SEC 11 T 3S R 1E SLME 19 RD S 47 5/8 RD W 19 RD N 47 5/8 RD TO BEG 5.7 AC LESS RR 5461-2126 05554-0461
3	2811251076000 0	Paul & Michelle Barton Family Trust 3/2	3220 Little Cottonwood Rd	BEG N 0°05'40" E 1018.88 FT & E 625.32 FT FR CEN SEC 11, T 3S, R 1E, SLM; N 719.62 FT TO S'LY R OF WY LINE OF LITTLE COTTONWOOD RD; SE'LY ALG A 655.13 FT RADIUS CURVE TO R 34.92FT (CHORD BEARS S 72°01'50" E 34.91 FT); S 0°03'08" E 345.44FT; S 85°22'04" E 198.119 FT; S 347.41 FT M OR L; W 231 FT TO BEG. 2.16 AC M OR L. 6381-0977 64.4-0417 6476-0830 7256-0178 8080-0004 8090-2973 09542-3256 11199-5254 11252-0124
4	2811251070000 0	Fairbourn, D Clayton and Rosemary M	9673 S 3100 E	BEG N 1018.875 FT & E 858 FT FR SW COR OF NE 1/4 SEC 11, T 3S, R 1E, SLM; N 351.92 FT M OR L; E 11.6 FT; S 0°09'26" E 351.92 FT M OR L; W 12.57 FT M OR L TO BEG. .10 AC M OR L. 7183-648 6754-1504 6386-2454 6113-2504

FINAL LOCAL ENTITY PLAT CC SHEEP RANCH

ANNEXATION TO METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

NORTHEAST QUARTER OF SECTION 11

T3S, R1E, SLB&M

March 22, 2023

SECTION CORNER COMMON TO
SECTIONS 1, 2, 11, & 12, TOWNSHIP
3 SOUTH, RANGE 1 EAST, SALT
LAKE BASE & MERIDIAN.

QUARTER CORNER COMMON
TO SECTION 2 & 11, TOWNSHIP 3
SOUTH, RANGE 1 EAST, SALT LAKE
BASE & MERIDIAN.

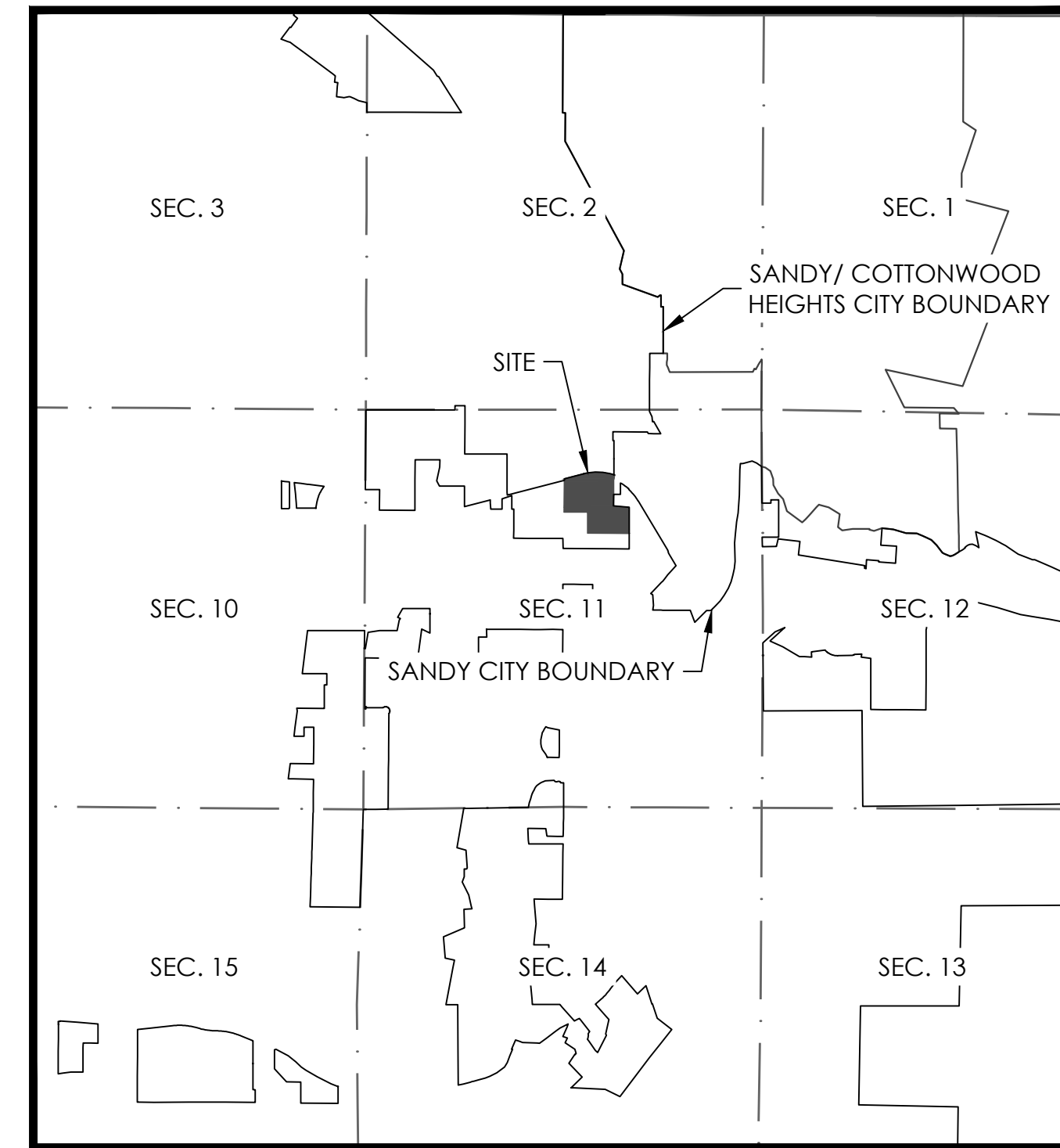
N 89°57'28" E 2627.05' (S89°35'24"E 2662.60') 180.59'

WITNESS CORNER TO SECTION
CORNER COMMON TO SECTIONS 1, 2,
11, & 12, TOWNSHIP 3 SOUTH, RANGE 1
EAST, SALT LAKE BASE & MERIDIAN.



0 80 160
FT

VICINITY MAP (NTS)



LEGEND	
	SECTION CORNER
	MONUMENT
	PROPERTY BOUNDARIES
	QUARTER SECTION
	SECTION LINE
	AREA TO BE ANNEXED TO MWDLS
	EXISTING MWDLS BOUNDARY

AREA = 11.56 ACRES

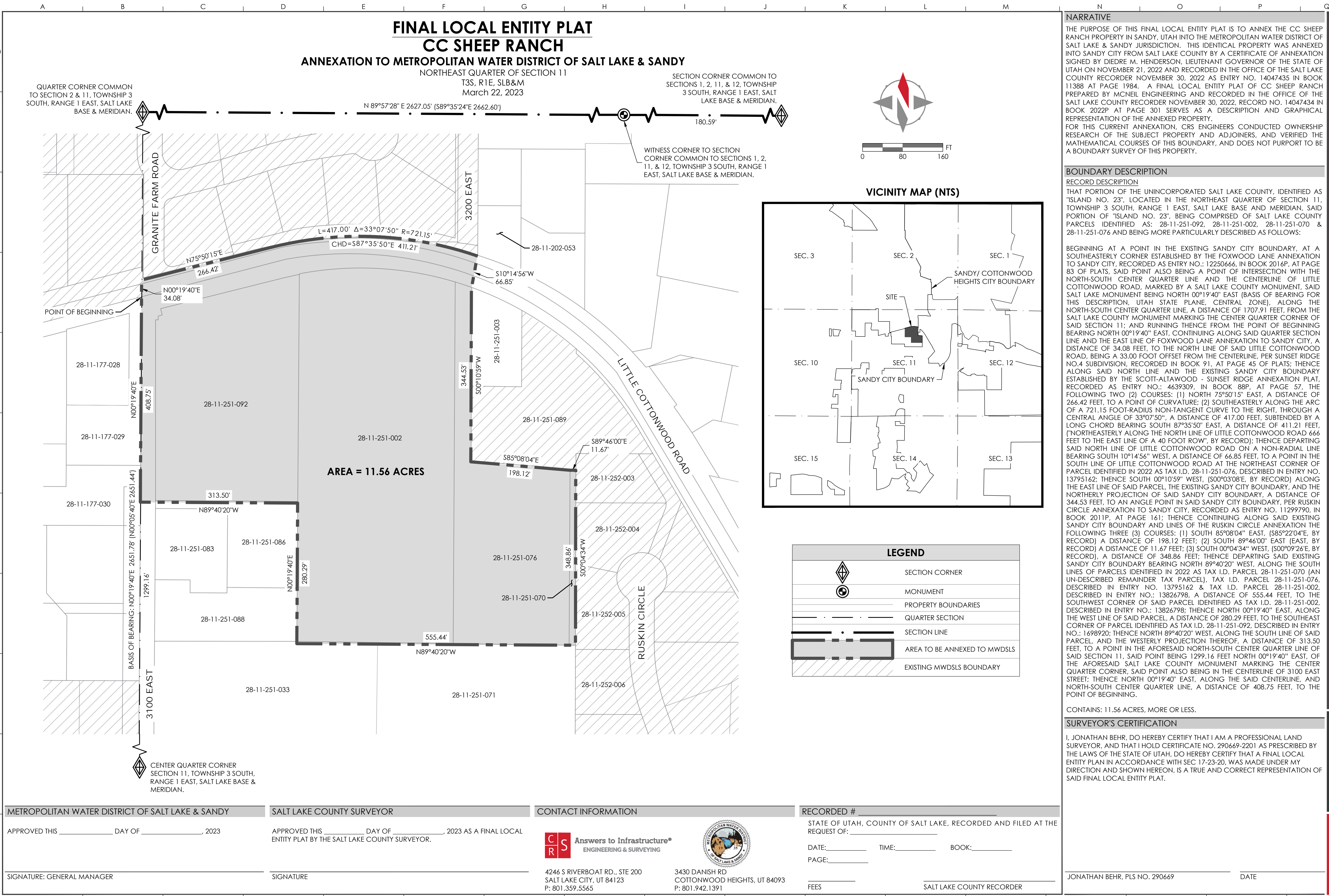
NARRATIVE
THE PURPOSE OF THIS FINAL LOCAL ENTITY PLAT IS TO ANNEX THE CC SHEEP RANCH PROPERTY IN SANDY, UTAH INTO THE METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY JURISDICTION. THIS IDENTICAL PROPERTY WAS ANNEXED INTO SANDY CITY FROM SALT LAKE COUNTY BY A CERTIFICATE OF ANNEXATION SIGNED BY DIEDRE M. HENDERSON, LIEUTENANT GOVERNOR OF THE STATE OF UTAH ON NOVEMBER 21, 2022 AND RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER NOVEMBER 30, 2022 AS ENTRY NO. 14047435 IN BOOK 11388 AT PAGE 1984. A FINAL LOCAL ENTITY PLAT OF CC SHEEP RANCH PREPARED BY MCNEIL ENGINEERING AND RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER NOVEMBER 30, 2022, RECORD NO. 14047434 IN BOOK 2022P AT PAGE 301 SERVES AS A DESCRIPTION AND GRAPHICAL REPRESENTATION OF THE ANNEXED PROPERTY.
FOR THIS CURRENT ANNEXATION, CRS ENGINEERS CONDUCTED OWNERSHIP RESEARCH OF THE SUBJECT PROPERTY AND ADJOINERS, AND VERIFIED THE MATHEMATICAL COURSES OF THIS BOUNDARY, AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY OF THIS PROPERTY.

BOUNDARY DESCRIPTION
RECORD DESCRIPTION
THAT PORTION OF THE UNINCORPORATED SALT LAKE COUNTY, IDENTIFIED AS "ISLAND NO. 23", LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PORTION OF "ISLAND NO. 23", BEING COMPRISED OF SALT LAKE COUNTY PARCELS IDENTIFIED AS: 28-11-251-092, 28-11-251-002, 28-11-251-070 & 28-11-251-076 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SANDY CITY BOUNDARY, AT A SOUTHEASTERLY CORNER ESTABLISHED BY THE FOXWOOD LANE ANNEXATION TO SANDY CITY, RECORDED AS ENTRY NO.: 12250666, IN BOOK 2016P, AT PAGE 83 OF PLATS, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTER QUARTER LINE AND THE CENTERLINE OF LITTLE COTTONWOOD ROAD, MARKED BY A SALT LAKE COUNTY MONUMENT, SAID SALT LAKE MONUMENT BEING NORTH 00°19'40" EAST (BASIS OF BEARING FOR THIS DESCRIPTION, UTAH STATE PLANE, CENTRAL ZONE), ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1707.91 FEET, FROM THE SALT LAKE COUNTY MONUMENT MARKING THE CENTER QUARTER CORNER OF SAID SECTION 11; AND RUNNING THENCE FROM THE POINT OF BEGINNING BEARING NORTH 00°19'40" EAST, CONTINUING ALONG SAID QUARTER SECTION LINE AND THE EAST LINE OF FOXWOOD LANE ANNEXATION TO SANDY CITY, A DISTANCE OF 34.08 FEET, TO THE NORTH LINE OF SAID LITTLE COTTONWOOD ROAD, BEING A 33.00 FOOT OFFSET FROM THE CENTERLINE, PER SUNSET RIDGE NO.4 SUBDIVISION, RECORDED IN BOOK 91, AT PAGE 45 OF PLATS; THENCE ALONG SAID NORTH LINE AND THE EXISTING SANDY CITY BOUNDARY ESTABLISHED BY THE SCOTT-ALTAWOOD - SUNSET RIDGE ANNEXATION PLAT, RECORDED AS ENTRY NO.: 4639309, IN BOOK 88P, AT PAGE 57, THE FOLLOWING TWO (2) COURSES: (1) NORTH 75°50'15" EAST, A DISTANCE OF 266.42 FEET, TO A POINT OF CURVATURE; (2) SOUTHEASTERLY ALONG THE ARC OF A 721.15 FOOT-RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 33°07'50", A DISTANCE OF 417.00 FEET, SUBTENDED BY A LONG CHORD BEARING SOUTH 87°35'50" EAST, A DISTANCE OF 411.21 FEET, ("NORTHEASTERLY ALONG THE NORTH LINE OF LITTLE COTTONWOOD ROAD 666 FEET TO THE EAST LINE OF A 40 FOOT ROW", BY RECORD); THENCE DEPARTING SAID NORTH LINE OF LITTLE COTTONWOOD ROAD ON A NON-RADIAL LINE BEARING SOUTH 10°14'56" WEST, A DISTANCE OF 66.85 FEET, TO A POINT IN THE SOUTH LINE OF LITTLE COTTONWOOD ROAD AT THE NORTHEAST CORNER OF PARCEL IDENTIFIED IN 2022 AS TAX I.D. 28-11-251-076, DESCRIBED IN ENTRY NO. 13795162; THENCE SOUTH 00°10'59" WEST, (S00°03'08"E, BY RECORD) ALONG THE EAST LINE OF SAID PARCEL, THE EXISTING SANDY CITY BOUNDARY, AND THE NORTHERLY PROJECTION OF SAID SANDY CITY BOUNDARY, A DISTANCE OF 344.53 FEET, TO AN ANGLE POINT IN SAID SANDY CITY BOUNDARY, PER RUSKIN CIRCLE ANNEXATION TO SANDY CITY, RECORDED AS ENTRY NO. 11299790, IN BOOK 2011P, AT PAGE 161; THENCE CONTINUING ALONG SAID EXISTING SANDY CITY BOUNDARY AND LINES OF THE RUSKIN CIRCLE ANNEXATION THE FOLLOWING THREE (3) COURSES: (1) SOUTH 85°08'04" EAST, (S85°22'04"E, BY RECORD) A DISTANCE OF 198.12 FEET; (2) SOUTH 89°46'00" EAST (EAST, BY RECORD) A DISTANCE OF 11.67 FEET; (3) SOUTH 00°04'34" WEST, (S00°09'26"E, BY RECORD) A DISTANCE OF 348.86 FEET; THENCE DEPARTING SAID EXISTING SANDY CITY BOUNDARY BEARING NORTH 89°40'20" WEST, ALONG THE SOUTH LINES OF PARCELS IDENTIFIED IN 2022 AS TAX I.D. PARCEL 28-11-251-070 (AN UN-DESCRIBED REMAINDER TAX PARCEL), TAX I.D. PARCEL 28-11-251-076, DESCRIBED IN ENTRY NO. 13795162 & TAX I.D. PARCEL 28-11-251-002, DESCRIBED IN ENTRY NO.: 13826798, A DISTANCE OF 555.44 FEET, TO THE SOUTHWEST CORNER OF SAID PARCEL IDENTIFIED AS TAX I.D. 28-11-251-002, DESCRIBED IN ENTRY NO.: 13826798; THENCE NORTH 00°19'40" EAST, ALONG THE WEST LINE OF SAID PARCEL, A DISTANCE OF 280.29 FEET, TO THE SOUTHEAST CORNER OF PARCEL IDENTIFIED AS TAX I.D. 28-11-251-092, DESCRIBED IN ENTRY NO.: 1698920; THENCE NORTH 89°40'20" WEST, ALONG THE SOUTH LINE OF SAID PARCEL AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 313.50 FEET, TO A POINT IN THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 11; SAID POINT BEING 1299.16 FEET NORTH 00°19'40" EAST, OF THE AFORESAID SALT LAKE COUNTY MONUMENT MARKING THE CENTER QUARTER CORNER, SAID POINT ALSO BEING IN THE CENTERLINE OF 3100 EAST STREET; THENCE NORTH 00°19'40" EAST, ALONG THE SAID CENTERLINE, AND NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 408.75 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 11.56 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION
I, JONATHAN BEHR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 290669-2201 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT A FINAL LOCAL ENTITY PLAN IN ACCORDANCE WITH SEC 17-23-20, WAS MADE UNDER MY DIRECTION AND SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF SAID FINAL LOCAL ENTITY PLAT.



METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

SALT LAKE COUNTY SURVEYOR

CONTACT INFORMATION

RECORDED #

APPROVED THIS _____ DAY OF _____, 2023

APPROVED THIS _____ DAY OF _____, 2023 AS A FINAL LOCAL ENTITY PLAT BY THE SALT LAKE COUNTY SURVEYOR.



SIGNATURE: GENERAL MANAGER

SIGNATURE

4246 S RIVERBOAT RD., STE 200
SALT LAKE CITY, UT 84123
P: 801.359.5565

3430 DANISH RD
COTTONWOOD HEIGHTS, UT 84093
P: 801.942.1391

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: _____

DATE: _____ TIME: _____ BOOK: _____

PAGE: _____

FEES _____ SALT LAKE COUNTY RECORDER

JONATHAN BEHR, PLS NO. 290669 _____ DATE

FINAL LOCAL ENTITY PLAT - CC SHEEP RANCH, SANDY, UTAH
1 OF 1
ANNEX.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: May 24, 2023

Agenda Item: Consider approval of Amendment No. 2 to SLAR-CC Project

Objective: Authorize Amendment 2 to Hazen and Sawyer for the Salt Lake Aqueduct Replacement – Cottonwoods Conduit project.

Background: On June 13, 2022 the Board approved a professional services agreement for \$2,355,136 to Hazen and Sawyer to design the Salt Lake Aqueduct Replacement – Cottonwoods Conduit (SLAR-CC) Project. Amendment 1, which included Right-of-way support and additional engineering, for \$611,162 was approved by the board on January 23, 2023. District staff is acting as the project manager, with Salt Lake City staff assisting. Salt Lake City is paying the consultant directly after invoice review and payment recommendation by District staff.

Three additional tasks were identified. The draft Amendment 2 was received on April 3, 2023 and was reviewed by District and Salt Lake City staff.

Task 200: 10MG Reservoir, Additional Geotechnical Investigation \$89,630

The SLAR alignment along the west side of the 10MG Reservoir requires two additional borings and slope stability analysis with soil-pipe modeling to design the SLAR to meet pipeline performance objectives for the 2,475-year event established as the project design event.

Task 300: 10MG Reservoir Fiber Optic Conduit Design \$14,705

Hazen will incorporate additional conduit information and details on the design drawings and specifications to facilitate construction of infrastructure required for future updates to the instrumentation and control equipment at the 10MG Reservoir site via the existing control vault.

Task 300: Extension of CC-1/BCPS Connection Point \$25,050

Refinement of the Big Cottonwood Water Treatment Plant design identified the need to modify the connection point of CC-1 with the Big Cottonwood Pump Station (BCPS). To incorporate this change, additional plan and profile and detail drawings are required.

Total \$129,385

The first two tasks totaling \$104,335 will be paid through the SLAR portion of the project. The third task of \$25,050 will be paid 100% by Salt Lake City.

Committee Activity: The Engineering Committee discussed Amendment 2 on May 24, 2023.

Recommendation: The Engineering Committee recommends the board amend the SLAR-CC professional services project scope to include \$129,385 for the Amendment 2 tasks.

Attachment:

- Amendment 2 scope

April 3, 2023

Kelly Stevens, PE
Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

Re: Amendment No. 2 – Cottonwoods Connection Project

Dear Mr. Stevens:

As Hazen and Sawyer (Hazen) completed 30-percent design, the Hazen team identified the following additional services required for the final design phase:

- Additional geotechnical work around the 10MG Reservoir, including two borings, slope stability modeling, and soil-pipe modeling to inform the pipe design
 - (the initial SLAR alignment was assumed to be on the east side of the 10MG Reservoir, final alignment refinement selected an alignment through the cul-de-sacs and around the west side of the reservoir)
- Minor additional fiber optic conduit details at the 10MG Reservoir site
 - (Task 3.2 assumed a fiber drop as a hand hole or pull box at the 10MG Reservoir, that drop will now be routed to the existing Control Vault)
- Revision of CC-1 ending point/Big Cottonwood Creek Pump Station connection point
 - (Task 3.2 assumed CC-1 would cross Big Cottonwood Creek to land near the west side of the west clarifier; the new location is east of the west entrance road near the filter building)

The purpose of this Amendment 2 is to amend the existing contract to complete these additional services that were not included in the original contract. Enclosed for your review and approval is Hazen's proposed detailed scope of work and fee (refer to Attachment A-2). The total amendment amount proposed for these additional services is \$129,385. This would increase the total contract not-to-exceed budget from \$2,966,298 to \$3,095,683.

Sincerely,



Jeremy Williams, PE
Project Manager/Senior Associate

Benjamin Romero, PE
Principal-in-Charge/Vice President

Attachment A-2

Metropolitan Water District of Salt Lake & Sandy Salt Lake Aqueduct Replacement – Cottonwoods Conduit Amendment No. 2 – Scope of Services

Task 200 – 10MG Reservoir, Additional Geotechnical Investigation

The preferred SLAR alignment passing along the west side of the 10MG Reservoir requires two additional borings and slope stability analysis with soil-pipe modeling to design the SLAR to meet pipeline performance objectives for the 2,475-yr event established as the Project design event.

The additional effort performed under this task will provide the information the design team needs to design the SLAR through this portion of the alignment.

Deliverables

- Project management and team coordination
- Geotechnical investigations, slope modeling, pipeline modeling

Assumptions

- No additional drawings are required.
- Geotechnical scope will be performed per Gerhart Cole’s proposal and proposed amendment dated March 9, 2023 (attached).
- MWDSLS and SLCDPU will help locate existing utilities in the area such as the SLA and LCC, respectively.

Task 300 – 10 MG Reservoir Fiber Optic Conduit Design

Hazen will incorporate additional conduit information and details on the design drawings and specifications to facilitate construction of infrastructure required for future updates to the instrumentation and control equipment at the 10 MG Reservoir site via the existing Control Vault.

Deliverables

- Additional information will be shown on 60%, 90%, 100%, and Bid Documents deliverables.

Assumptions

- One additional drawing is required. Additional conduit and details will be provided on the applicable Plan & Profile and Standard Detail drawings.
- No new structures or equipment are required.

Task 300 – Extension of CC-1/BCPS Connection Point

The original design scope of work assumed that CC-1 would cross BCCr west of the western BCWTP access road near the west clarifier and west of the lined BCCr. Through coordination with the BCWTP/PS design team and advancement of the BCPS design and site plan, SLCDPU requested that CC-1 enter the BCWTP site just east of the west entrance road. To incorporate this change, additional plan & profile and detail drawings are required. Because this extended alignment crosses the existing concrete-lined BCCr channel, new demolition and structural details are required.

Deliverables

- Additional plan and profile drawing and details will be included in the 60%, 90%, 100%, and Bid Documents deliverables.
- A Memorandum of Understanding (MOU) will be developed between SLCDPU and MWDSLS delineating the Point of Ending (POE) for CC-1 and the Point of Beginning (POB) for the BCPS.

Assumptions

- One (1) additional Plan and Profile drawing is required.
- Pipeline Point of Ending will be shown on the Plan and Profile drawings with information on pipe end type. No BCPS site-specific design will be completed.
- Fiber optic conduit and pull box(es) required for new connection point will be shown on the P&P drawings.
- Design of BCCr concrete lining demolition will be for width of trench only.
- Design of BCCr concrete lining replacement includes tie-in (doweling) to existing concrete lining.

Cost of Services

The total fee for completion of the additional scope of services as described herein shall be a not-to-exceed amount of \$129,385. The cost of services for all Tasks shall be on a time-and-materials basis based on the rate schedule submitted as part of the original contract. The following table presents an estimated breakdown by task.



Hazen	Ben R.	Jeremy W.	Jerimy B.	Jay J.	Wyatt	Parry	Sam	Maggie S.	Jason H.	Travis R.	Kenneth	Hazen				Gerhart Cole		
	Principal-In-Charge	Project Manager	Design Manager	Senior TA QA/QC	Senior Struct. TA, QA/QC	Struct. Design Lead	Struct. Design Support	Pipeline Design Support	Elec/I&C Design Lead	Elec/I&C Design Support	CAD Tech	Labor Hours	Labor Cost	ODC's	Subtotal	Geotech/Seismic Evaluation	Sub Subtotal	Total
	\$285	\$275	\$235	\$275	\$275	\$195	\$175	\$140	\$215	\$140	\$150							
Task 200: Preliminary Design																		
210 Project Management and Coordination		4	2									6	\$1,570	\$ -	\$1,570		\$ -	\$1,570
220 Preliminary Design		8	4									12	\$3,140	\$ -	\$3,140	\$77,200	\$84,920	\$88,060
Task 200 - SUBTOTAL	0	12	6	0	0	0	0	0	0	0	0	18	\$ 4,710	\$ -	\$ 4,710	\$ 77,200	\$ 84,920	\$ 89,630
Task 300: Pipeline Design																		
32A Pipeline Design - Additional Fiber Optic Design Details		2	1						16	32	40	91	\$14,705	\$ -	\$14,705		\$ -	\$14,705
32B Pipeline Design - Extension of CC-1/BCPS Connection Point	2	8	8	3	3	4	24	40	2	6	46	146	\$25,050	\$ -	\$25,050		\$ -	\$25,050
												0	\$0	\$ -	\$0		\$ -	\$0
												0	\$0	\$ -	\$0		\$ -	\$0
Task 300 - SUBTOTAL	2	10	9	3	3	4	24	40	18	38	86	237	\$ 39,755	\$ -	\$ 25,050	\$ -	\$ -	\$ 39,755
AMENDMENT 2 TOTAL	2	22	15	3	3	4	24	40	18	38	86	255	\$ 44,465	\$ -	\$ 29,760	\$ 77,200	\$ 84,920	\$ 129,385

Agenda Item: Consider approval for MAR SIBs Infrastructure construction

Objective: Award a construction contract for the MAR SIBs and Infrastructure.

Background: Pilot Testing and Phase 1 of the District’s Managed Aquifer Recharge (MAR) project includes constructing an injection well, five monitoring wells, and about 4.3 acres of surface infiltration basins (SIBs). These facilities will send an estimated 29 acre feet of water per day to the aquifer. It is anticipated the well will be converted to a combination injection/extraction well with a well house in the future; in the interim, water stored will be banked and available to withdraw through member cities’ wells.

A notice inviting bids for the SIBs and Site Infrastructure was advertised beginning April 13, 2023. Two bid packages were presented – one for the SIBs and another for equipping the ASR well. Three potential bidders attended the April 19, 2023 mandatory pre-bid meeting. Results of the three bids received on May 10, 2023 are shown in Table 1.

Bidder	SIBs	ASR Well Equipping	Total
COP Construction	\$4,234,987.00	\$1,315,700.00	\$5,550,687.00
Red Pine Construction	\$4,337,670.00	\$1,399,000.00	\$5,736,670.00
VanCon	\$4,728,305.00	\$1,609,500.00	\$6,337,805.00

The apparent low bid from COP Construction is \$5,550,687.00. The Engineer’s estimate for this work was \$4,200,000. All bidders shared the same difficulty in finding a place that will take the material, which was identified as the primary cause of the overage. Removing haul cost, bids were within 5% of the estimate. The project team believes rebid or postponement of the project will only lead to higher costs.

This project will be funded through ARPA grant funds, the District’s ASR Reserve Fund, and a portion of the District’s unassigned reserves (to be reimbursed from the ASR Reserve Fund as it accumulates).

Committee Activity: The Engineering Committee discussed this item on May 24, 2023.

Recommendation: The Engineering Committee recommends award of \$5,550,687.00 to COP Construction given the circumstances of the bidding climate and the importance of MAR as a management tool for the District and its member cities.

Agenda Item: Consider approval of Solids Removal Project 2023 contract

Objective: Award construction contract for the Solids Removal Project 2023.

Background: As part of LCWTP operation, solids accumulate in five drying basins. Periodically, solids must be removed from the beds and disposed, typically in a landfill. There is a need in summer 2023 to remove solids from LCWTP Basins 2 and 3 in addition to material removed by staff from the grit basin.

A Notice Inviting Bids was advertised beginning April 25, 2023. Two bids were received and opened on May 10, 2023.

Bidder	Bid Total
Beck Construction & Excavation	\$90,865.50
Lyndon Jones Construction	\$79,138.80

The apparent low bid from Lyndon Jones Construction was \$79,138.80. A Conditional Notice of Award was issued pending board authorization. The agreement will be executed by the General Manager following board approval. Materials will be removed in July and August 2023.

This is an O&M expense in cost center 23 (Maintenance) with a fiscal year 2024 tentative budget of \$150,000.00.

Committee Activity: The Engineering Committee discussed this item on May 24, 2023.

Recommendation: The Engineering Committee recommends award of \$79,138.80 to Lyndon Jones Construction, pending approval of the fiscal year 2024 budget.

Agenda Item: Consider approval of fiscal year 2024 procurements

Objective: Procure equipment.

Background: The tentative fiscal year 2024 budget includes 14 capital projects and 8 non-routine O&M projects. Due to long lead times and cost escalations within the current economy, it is in the District's best interest to procure some of these items as early in the fiscal year as possible.

Some procurements also recommend changes to the tentative fiscal year 2024 budget.

Committee Activity: Procurements were discussed with the Engineering Committee on May 24, 2023. Changes to the tentative budget were discussed with the Finance Committee on May 23, 2023 and the Engineering Committee on May 24, 2023.

Recommendation: The Engineering Committee recommends procurement of the five items listed below, pending adoption of the fiscal year 2024 budget.

A. Fleet

The fiscal year 2024 tentative capital budget includes replacement of a ½-ton pickup (TK53; surplus score 15.37), a ¾-ton pickup (TK54; surplus score 16.68), and an SUV (TK56; surplus score 15.81), and the procurement of an additional SUV. Surplus scores above 10 should be scheduled for replacement. Scores are the sum of 1 point for each 20,000 miles, 1 point per two years of service and 1 point for every \$16,000 in maintenance cost. The pickups will be replaced with ½-ton pickups and the SUV replaced in kind. The additional SUV will be assigned to the IT department to meet the needs of the growing department in servicing remote infrastructure.

The District is standardizing its fleet with Ford vehicles to improve maintenance efficiency and reduce shelf parts. Staff spoke with state-contract Ford dealers beginning in April 2023. Ford has not yet provided the dealers pricing for the 2024 vehicle line. Pricing is expected to be 5% higher than 2023 pricing.

To receive the highest possibility of receiving the vehicles in fiscal year 2024, staff are seeking Board authorization to procure vehicles up to \$55,000 each for the trucks and \$45,000 each for the SUVs. Current quotes suggest \$51,076.50 for the trucks and \$39,585 for the SUVs.

The tentative budget for fleet is \$200,000.

Recommendation: Award of up to \$200,000 under state contract for the procurement of two ½ ton pickups and two SUVs.

B. POMFWP RVSS #2

The reduced voltage soft start (RVSS) on Pump 2 at the Point of the Mountain Finished Water Pump Station is at the end of its design life and is showing signs of degradation. The RVSS on Pump 3 was replaced in fiscal year 2022. The variable frequency drives on Pumps 1 and 6) will be replaced by the end of fiscal year 2023. The remaining soft starts will be replaced one per year for the next two years.

A quote was received under state contract from Energy Management Corporation to replace the RVSS on Pump 2 at \$87,285.16. This compares to \$81,350.00 for Pump 3 (a 7.3% increase).

The tentative budget for this item is \$150,000 (a reduction to \$110,000 is recommended).

Recommendation: Award of \$87,285.16 to Energy Management Corporation to replace the RVSS on Pump 2 at POMWTP.

C. POMWTP PC/S Hardware and Software Replacement

The process control / SCADA system (PC/S) at POMWTP was installed between 2006 and 2008 and is critical for plant operation. Many of the components at POMWTP are beyond their design life and are no longer supported. Spare parts are no longer made. Replacement of this system began in fiscal year 2023 and will conclude in fiscal year 2024.

SKM Engineering, LLC is the District's programming and control services consultant under agreement expiring June 30, 2025. This project is split between fiscal year 2023 and 2024. The estimated cost for fiscal year 2024 is \$207,888.80. An amount of \$10,000 is also set aside for District-supplied networking equipment.

The tentative budget for this item is \$250,000.

Recommendation: Award of \$207,888.80 to SKM Engineers, Inc. for the fiscal year 2024 portion of the POMWTP PC/S Hardware and Software Replacement Project.

D. POMWTP CCTV Hardware Replacement

The District's closed circuit television (CCTV) security system is 15 years old at POMWTP. The equipment has exceeded its expected life and is no longer supported by the manufacturer. This is the final year of this upgrade project, and will complete upgrades at the POMWTP. Upgrades at the LCWTP and remote sites were completed in fiscal year 2023.

Avtec is currently the District's security control services consultant under agreement expiring June 30, 2024. The cost to complete the camera upgrade is \$116,836.02.

The tentative budget for this item is \$130,000.

Recommendation: Award not to exceed \$116,836.02 to Avtec for the POMWTP CCTV Hardware Replacement.

E. Lab Equipment (ICP/MS)

The lab requires replacement of the Inductively Coupled Plasma / Mass Spectrometer (ICP/MS) with associated auto sampler and recirculator. This piece of equipment is experiencing regular issues and is more than 20 years old. The ICP/MS is used for metals testing.

The ICP/MS purchased and received in FY23 failed repeatedly and, after several months of attempted resolution, was returned to the vendor. A Request for Proposals for the new unit was advertised between May 4 and 19, 2023. Two proposals were received and reviewed on May 25, 2023. The selection committee recommends purchase of the Agilent 7850 ICP-MS with extended five-year warranty for \$176,223.30.

The tentative budget does not include this procurement. Staff recommends an increase of \$175,000 to the \$108,000 Lab Equipment Replacement (Capital Repair and Replace) line item to accommodate this purchase.

Recommendation: Award not to exceed \$176,223.30 to Agilent for the ICP-MS instrument.

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

June 2023

Last updated: May 24, 2023

Routine Non-Capacity Improvement Projects

SCS Hardware and Software Replacement Project (LC067): The contractor’s project manager changed in early February. The contractor is installing new card readers throughout the District. Installation challenges will see work extend into fiscal year 2024.

District Project Manager:	Ryan Nicholes Darin Klemin
Design Engineer / Contractor:	Avtec
Final Completion Date:	June 30, 2023
FY2023 Contract Amount:	\$584,126.40
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$102,226.05
District Purchases:	\$3,568.50
FY2023 Budget:	\$600,000.00
FY2023 Expenses to Date / Percent Spent:	\$105,794.55 / 17.6%

POMWTP PCS Hardware Replacement Project: Fiscal year 2023 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:	\$155,400.88
District Purchases:	\$0.00
FY2023 Budget:	\$200,000.00
FY2023 Expenses to Date / Percent Spent:	\$155,400.88 / 77.7%

Fleet Program Replacement: An articulating lift, tilt trailer, two trucks, and scissor lift were received this fiscal year. A plow will be installed on one truck before June 30, 2023.

District Project Manager:	Michael Carter
Project Budget:	\$215,000.00
Project Spent to date:	\$203,121.60 / 94.5%

LCWTP Standby Generator Replacement (LC066): Project complete. The prior 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 to Date / Percent Spent:	\$1,464,377.07 / 94.5%		\$18,024.00 / 72.1%

Little Dell Dam Improvements: No activity reported to date.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget ^{1, 2} :	\$476,920.00
Project Spent to date:	\$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. No additional work will occur in FY23. 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 to date 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 to date:	\$13,200.00 / 88.0%

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

LCWTP HVAC Replacement: The new equipment in Power Supply Unit (PSU) Nos. 1 and 2 is functioning properly. A final warranty inspection is scheduled in late May.

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 to date:	\$57,500.00 / 42.6%

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

POMFWP VFD Replacement: Both units were installed between May 16 and 19, 2023. Motor protection relays were installed and programming efforts are underway.

District Project Manager:	Scot Collier
Contractor:	District / Siemens
Final Completion Date:	June 30, 2023
Project Budget:	\$275,000.00
Contract Amount:	\$271,303.16
Spent to Date:	\$144,207.00
Other Costs ¹ :	\$18,042.65
Total Project Spent to date:	\$162,249.65 / 59.0%

¹ Other costs include relay replacement and programming.

CCTV Hardware Replacement: Cameras are installed. Staff is completing the networking and recording equipment upgrades.

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:	\$63,486.45
FY2023 Budget:	\$150,000.00
FY2023 Expenses to Date / Percent Spent:	\$140,676.45 / 93.8%

LCWTP Caustic Recirculation Pump Replacement: A caustic pump was ordered in December 2022. The pump is expected to arrive in FY24.

District Project Manager:	Steve Slack
Project Budget:	\$35,000.00
Project Spent to date / Percent Spent:	\$0 / 0.0%

Lab Equipment Replacement: The inductively coupled plasma/mass spectrometer (ICP/MS) arrived in August. After many months of issues the instrument was returned. District was invoiced but due to issues with the instrument, payment was withheld. An RFP to procure a new unit began advertising on May 8, 2023 and closed May 19, 2023.

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

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

Annual Network Server Replacement: The equipment was received in January 2023 and in April 2023.

District Project Manager:	Darin Klemin
Project Budget:	\$70,000.00
Project Spent to date / 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 to date / Percent Spent:	\$48,793.61 / 97.6%

Miscellaneous: A new flash mixer gear box ordered for the LCWTP arrived in late April and is now installed. A breaker was received and 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 is on order.

District Project Manager:	Wayne Winsor
Project Budget ¹ :	\$75,000.00
Project Spent / Percent Spent:	\$54,783.34 / 73.0%

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 received on May 2, 2023 and will be addressed by the project team. The document will then be sent to FEMA prior to its proposed adoption by the Board on August 7, 2023.

Adoption is required prior to final submission to FEMA for approval. Once approved by FEMA, the District will be positioned to seek federal grants through the Building Resilient Infrastructure and Communities (BRIC) program. BRIC funding is being considered in the District's overall funding strategy for capital projects over the next several decades.

The District is preparing a notice of interest to the state for four projects. The District will be invited to complete formal applications for successful projects in the fall. The four projects include:

- Salt Lake Aqueduct Replacement – Cottonwoods Conduit
- Little Cottonwood Conduit Replacement
- Salt Lake Aqueduct Replacement Reaches 2 and 3 Route Study
- IT Natural Hazards Mitigation Scoping

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	\$149,508.44
Project Spent to date / Percent Spent:	\$184,727.13/ 89.1%	

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063): Managed aquifer recharge (MAR) is a common term that applies to all forms of groundwater replenishment. This project includes two forms of MAR: an injection well and surface infiltration basins. The District received a \$3,000,000 grant through the American Rescue Plan Act (ARPA) to construct the first phase of the project, which will recharge up to an estimated 29 acre-feet of water daily.

Permitting

A groundwater recharge permit application was filed with the Utah Division of Water Rights (DWRi) on May 11, 2022. In a meeting on January 10, 2023, the division shared concerns with the application in light of ongoing water rights adjudication in Little Cottonwood Creek. DWRi toured the site on March 2, 2023. On March 22, 2023 staff was notified the draft permit is under internal review and is expected to be released “within the next couple weeks.” The Class V Permit Application for ASR Wells was received on May 24, 2023. The Utah Division of Drinking Water provided conditional plan approval for well drilling on January 5, 2023.

Construction

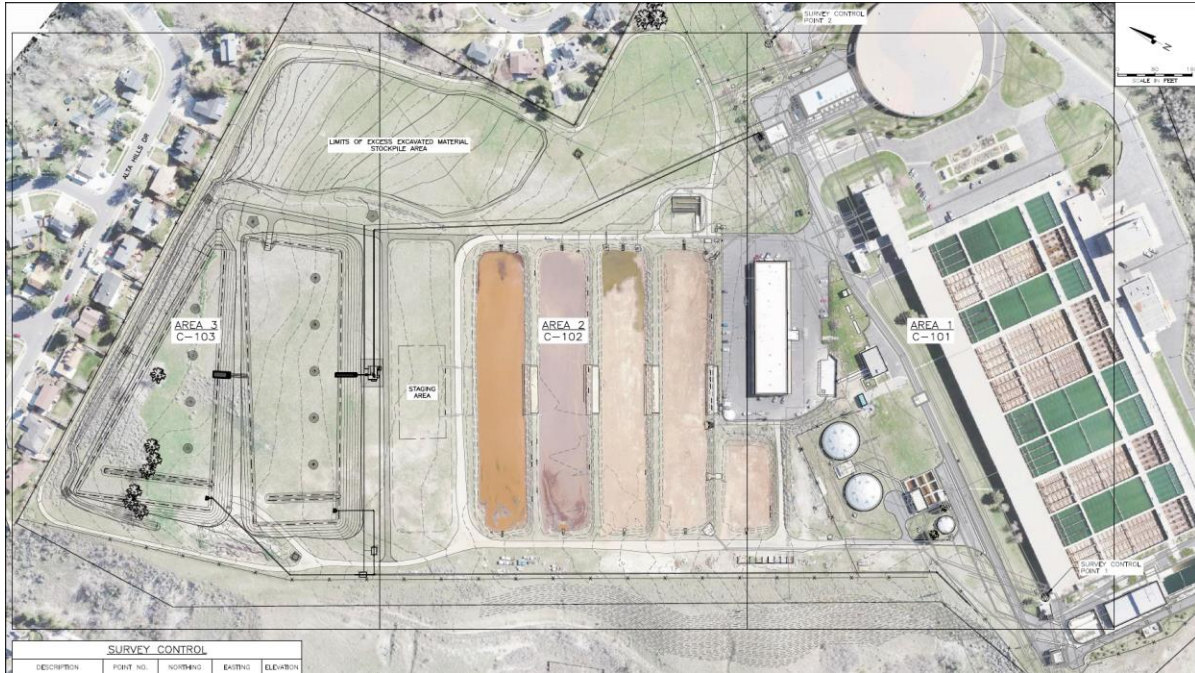
ASR Well and Monitoring Wells: On October 17, 2022 the Board awarded ASR and monitoring well drilling. Work on the monitoring wells began December 19, 2022. MW2 was completed in February 2023. MW1 was completed in March 2023. MW4 was completed on May 4, 2023. MW5 was completed on May 20, 2023. MW3 will be drilled again due to complications with the previous hole.

The ASR Well conductor casing was completed on January 13, 2023. The conductor casing completes the first 110 feet of the 700-foot deep well. On May 20 the contractor finished drilling the pilot hole to 710 feet. Well design is underway, after which the well will be reamed, equipped, and developed. Temporary sound walls are installed around the well. A temporary noise permit was received from the Salt Lake County Health Department.

Surface Infiltration Basins and Infrastructure: The District will construct about 4.29 acres of surface infiltration basins (SIBs). Water sent to the SIBs is not treated in advance as it is not in direct contact with the aquifer. A 2007 study suggests these basins will be capable of infiltrating five feet of water daily. The SIB bid package concluded on May 10, 2023. Award recommendation will go to the board on June 12, 2023.

Public Notice

Public notices were sent on December 14, 2022; January 18, 2023; February 22, 2023, and April 6, 2023. The project website is updated weekly. We received thirteen inquiries from the public, all seeking project information, with no complaints. Two neighbors visited with the project manager on April 13; both were complimentary of the project and outreach efforts. On May 9, 2023, the District’s General Manager Designee was interviewed by ABC4 News regarding the project. A neighbor was also interviewed and spoke positively of the District’s transparency with the project. The news story is available at <https://www.abc4.com/news/wasatch-front/utah-water-districts-work-to-recharge-underground-water-supply/>. We met with Cottonwood Heights City code enforcement on May 11.



Budget

The project will extend into FY2024, with an anticipated completion date in April 2024 for pilot testing. Permitting will extend into the first half of FY2025. Actual project costs and contracts follow:

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	\$330,412.69
Staff Time (Reported to State for ARPA Funds):	\$5,508.99	\$12,018.66
Engineering Spent to date / Percent Spent:	\$330,412.69 / 34.3%	

Construction		
District Project Manager:	Ammon Allen	
	Wells	SIBs (tent.)
Contractor:	Hydro Resources	COP Construction
Final Completion Date:	March 31, 2023	February 16, 2024
Contract Amount:	\$3,674,441.00	\$5,550,687.00
Change Orders / Percent:	\$14,290.00 / 0.4%	\$0.00 / 0.0%
Spent to Date:	\$631,238.60 / 17.1%	\$0.00 / 0.0%
District Purchases	\$0.00	
Total Construction Spent to date / Percent Spent ¹ :	\$631,238.60 / 17.1%	

¹ Percent spent based on awarded contracts.

Other Capital Improvement Projects

Salt Lake Aqueduct Replacement / Cottonwoods Conduit (SLAR-CC)

Work on the SLAR-CC is continuing forward:

- The Preliminary Design Report was finalized and delivered.
- The Utility and Geophysics Reconnaissance work was completed.
- The draft Statement of Qualifications for Bidder Pre-Qualification is in review.
- The design team has made slight modifications to the pipeline alignments to avoid utilities, optimize construction activities, and mitigate geo-hazards. As a result the number of easements acquisitions required has dropped from 79 to approximately 69.
- The Easement Acquisition team identified all new permanent and temporary easements to acquire for the SLAR. Legal documents have been prepared for the first five property owners, the public involvement team is in the process of contacting each in preparation for an appraisal of their property.
- Our public involvement team has finalized a one-page summary flyer. The flyer is hand-delivered to each property owner when contact is made and is included on the next page of this packet.
- The design team is meeting regularly with Cottonwoods Heights City to coordinate construction with a city storm drain project in the same corridor as the CC-1 pipeline.
- The design team is meeting regularly with Salt Lake City Department of Public Utilities (SLC) to coordinate design and construction of their Big Cottonwood Pump Station (BCPS). The BCPS will be used by SLC to pump Big Cottonwood Creek water to the District's Little Cottonwood Water Treatment Plant.
- Amendment No. 1 for right of way acquisition and additional design work has been approved by Salt Lake City. Amendment No. 2 for additional geotechnical work is under review.
- SLC has postponed the rebuild of the Big Cottonwood Water Treatment Plant (BCWTP) for up to 5 years. However, it is agreed to continue to work on the SLAR-CC and the BCPS projects. This delay allows the SLAR-CC design teams to relax their critical schedule milestones, allowing for a more quality design deliverable to the District. Details of new schedule milestones will be expressed in forthcoming Amendment No. 3.

Upcoming major milestones include:

- receive the 60% Design Submittal (Jul-Aug 2023);
- advertise Pre-Qualification Statement of Qualifications (Dec 2023 – Jan 2024); and
- advertise for the pre-selection items that have long lead times (Dec 2023).



COTTONWOODS CONNECTION

Safeguarding Your Water
A Metro Water Project

UPDATE ON THE NEW COTTONWOODS CONNECTION PIPELINE



The following is important information to help you understand the construction of the new Cottonwoods Connection Pipeline.

WHY ARE YOU BEING CONTACTED?

As you may or may not be aware, your property has an easement for a water delivery pipeline called the Salt Lake Aqueduct (SLA). The aqueduct is a large 69-inch diameter pipeline that provides drinking water to Salt Lake City, Sandy City, and many other users within Salt Lake County.

Salt Lake City Department of Public Utilities (SLCDPU) is preparing for the demolition and reconstruction of the Big Cottonwood Canyon Water Treatment Plant (BCWTP).

While the BCWTP is offline, SLCDPU plans to divert Big Cottonwood Creek water to Metropolitan Water District of Salt Lake & Sandy's (the District) Little Cottonwood Water Treatment Plant (LCWTP) located at 9000 South Danish Road. A new pipeline is necessary to deliver the water from BCWTP to the LCWTP. The new pipeline will run parallel to the existing SLA within the boundaries of the existing easement on your property.

EASEMENT ACQUISITION

The District must acquire a new easement for the new pipeline. Within the next several weeks, a member of the acquisition team will be contacting you to begin that process.

They will be available to discuss the details of the easement acquisition with you and answer any questions you may have.

We plan to have all easement acquisitions completed in 2023. Construction will proceed in phases through 2026. In the meantime, if you have questions about easements or the process for the District to acquire an easement for the new pipeline, Utah's Office of the Property Rights Ombudsman website (propertyrights.utah.gov/find-the-law/legal-topics/) has information that you may find helpful.

For your convenience, the District has created a website dedicated to the Cottonwoods Connection Pipeline: cottonwoodsconnection.com. We will make every attempt to keep the information on this website up-to-date and useable.

FOR QUESTIONS OR INFORMATION:

Email: info@cottonwoodsconnection.com

Phone: 800-292-3557



SCAN ME

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:	\$611,162.00	
Total Contract Amount:	\$2,966,298.00	
Fiscal Year:	2022	2023
Spent to Date:	\$36,856.25	\$1,499,131.57
Engineering Spent to date / Percent Spent:	\$1,535,987.82 / 51.8%	

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	\$27,715.74
Engineering Spent to date / Percent Spent:	\$32,171.20 / 29.7%	

**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. A budget transfer request from reserves to account for the project overage will be brought to 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 April 2023 board packet and covers February 11, 2023 to March 10, 2023. The May 2023 packet does not include a capital projects report.

The JVWTP Filter and Chemical Feed Upgrade project, awarded in March, will design upgrades to the filters and chemical feed systems, including evaluation of and upgrades to the chemical feed systems, evaluation and implementation of ozone, and backwash tank redundancy.

The Sedimentation Basins 1-2 Seismic and Capacity Upgrades consultant is preparing 60% design drawings for the new building. JVWCD is waiting to hear on a potential BRIC grant prior to bidding for project construction. On the Sedimentation Basins 3-6 Equipment Replacement the contractor installed plate settlers in basin 3, which are now being leveled/aligned. Chain and flight equipment is installed. Basin 4 is being prepared to receive plate settlers as they arrive on site from the manufacturer. Demolition in basins 5 and 6 is complete.