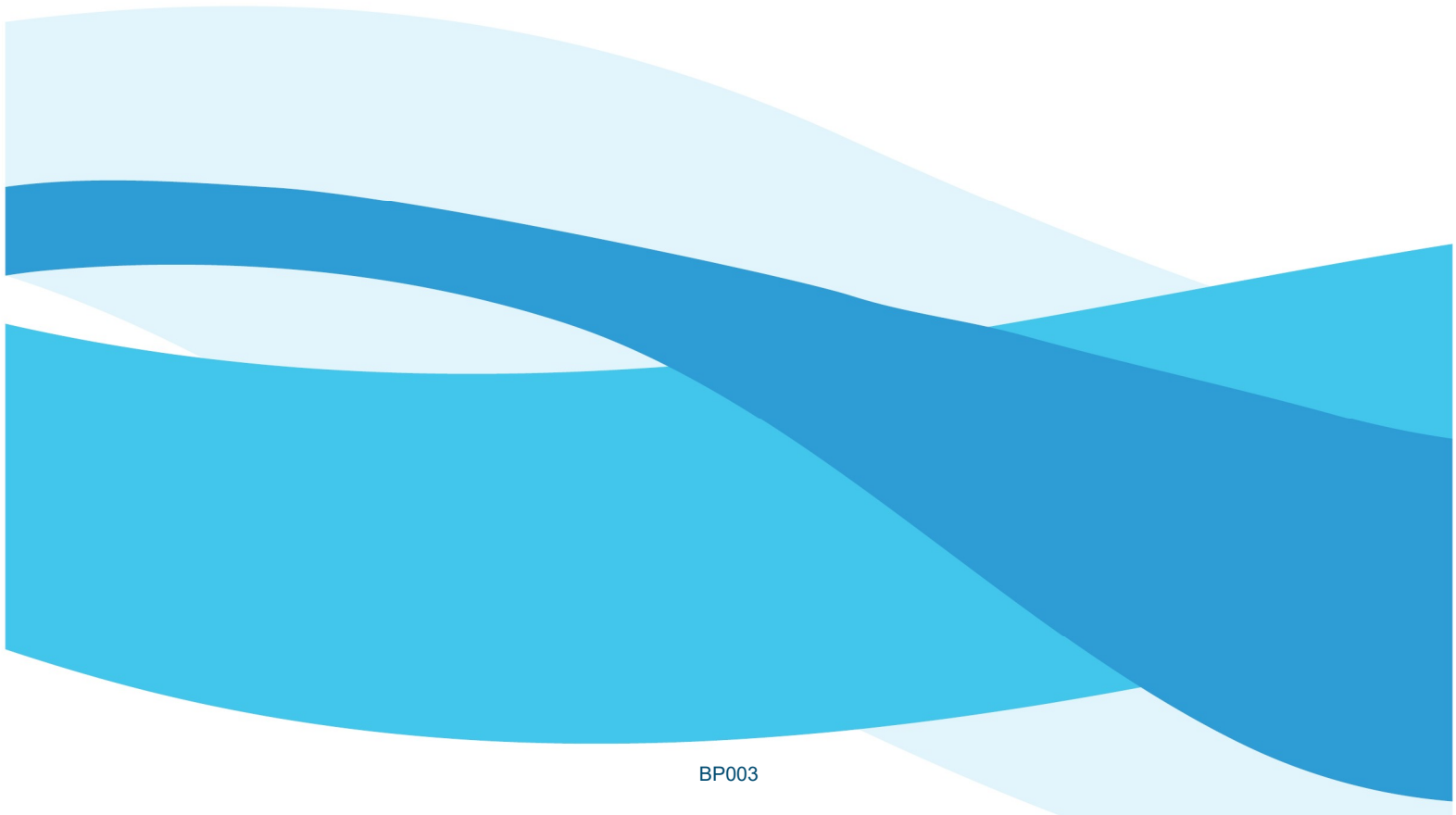


Tab 1

Executive Committee Report





Consider approval of lease agreement of ODT water to the Great Salt Lake Trust

Background: The District's legal counsel has been working with the GSLT to prepare the agreement for the ODT lease. The lease agreement incorporates the points from the GSLT's proposed term sheet that was circulated at the end of October and discussed at a subsequent meeting. It also incorporates the concepts discussed at that meeting and provided feedback on, including the annual price escalation of 3 percent for the 10-year term (see Lease Costs Section 5.1).

The agreement mirrors as much as possible the exchange agreement that we previously negotiated when we were doing this as part of the Beaver Shingle Creek exchange with their PRWUA shares (which the Board previously approved). The two exhibits are taken from that exchange agreement, with only the quantity of water modified in the change application (formerly just the 700 AF because that's all the PRWUA shares BSC had).

The draft agreement was shared with member cities and their comments have been included in the final agreement.

Committee Activity: The Executive Committee discussed the lease of ODT water during the January 14th committee meeting. The committee recommended approval by the full board.

Recommendation: Approval of lease agreement of ODT water to the Great Salt Lake Trust.

Attachments:

- Lease Agreement for the ODT water
- Exhibit 1: Distribution Infrastructure
- Exhibit 2: Fixed-Time Change Application for ODT Right

Last Update: February 12, 2025

LEASE AGREEMENT

This LEASE AGREEMENT (“**Agreement**”) is entered into on this [REDACTED] day of [REDACTED] 2025 (the “**Effective Date**”) among the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah special district (“**District**”); UTAH DIVISION OF WILDLIFE RESOURCES (“**DWR**”), an agency of the state of Utah within the Utah Department of Natural Resources; the UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS (“**FFSL**”), an agency of the State of Utah within the Utah Department of Natural Resources; the NATIONAL AUDUBON SOCIETY, INC. (“**NAS**”), a New York non-profit corporation; and THE NATURE CONSERVANCY (“**TNC**”), a District of Columbia non-profit corporation. Individually, or collectively, these entities may be referred to as a “**Party**” or the “**Parties**” as the context may require. DWR and FFSL may also be referred to collectively as the “**Lessees**” and NAS and TNC may be referred to as the “**Co-managers**.”

RECITALS

A. The Co-managers are non-profit corporations that co-manage the Great Salt Lake Watershed Enhancement Trust (“**GSLWET**”) to help sustain Great Salt Lake (“**GSL**”) and its wetlands and related purposes pursuant to the Great Salt Lake Watershed Enhancement Program, which FFSL oversees pursuant to Utah Code §§ 65A-1-101, *et seq.*

B. The District owns Water Right Number 55-11103, which allows the District to divert and use a portion of the flow of water from the Ontario Drain Tunnel (“**ODT**”) year-round (the “**ODT Right**”). Under an Interlocal Cooperation Agreement Regarding Acquisition of Ontario Drain Tunnel Water Rights, Sandy City is responsible for repaying the cost of acquiring and has the preferential right to use the ODT Right. The District’s share of the ODT flow varies year-to-year and through the year but is typically something roughly close to 5 cfs. The District’s ODT water is under lease to the Jordanelle Special Service District (“**JSSD**”). Under that lease JSSD has the right to take and use all the District’s ODT water, but JSSD is not currently using all the District’s ODT water and is not expected to do so for some time. JSSD is also required to provide replacement water (“**Replacement Water**”) to the District.

C. The District owns capacity rights in the Provo River Aqueduct (“**PRA**”) and the Jordan Aqueduct System (“**JA**”), which are depicted in **Exhibit 1**, attached.

D. A wasteway pipeline that serves the function of both the PRA and the JA can carry water from the PRA and/or the JA to the Jordan River at a point below Turner Dam. The wasteway has a capacity of approximately 21 cfs. The District’s use of that wasteway is by permission of the Provo River Water Users Association (“**Association**”) is secondary to and subject to the use of the wasteway for operation of the PRA and JA, and is also subject to the use by others with PRP and/or JA capacity rights if they also wish to deliver water to the Jordan River.

E. For the ODT water to reach the Jordan River and then GSL, District capacity in the JA and the PRA that is surplus to the District's needs must be employed. The District must coordinate in real time with others to use the available wasteway capacity. Some of the time the use of the District's JA capacity to carry non-CUP water may cause the District to incur power interference charges. Therefore, the District will need to guide the timing and direction of the delivery of ODT water to the Jordan River.

F. The Parties desire to execute this Agreement to set forth the terms and conditions by which the District will allow Lessees to use some or all the ODT water or Replacement Water for use in GSL, subject to the Co-managers causing GSLWET to pay certain "**Lease Costs**," as defined in Section 5.1, to the District, all as set out below.

G. It is the intent of the Parties that DWR and FFSL will use the ODT water or any Replacement Water that may be provided under this Agreement for the use and benefit of State of Utah sovereign lands associated with GSL, and the public, for the reasonable preservation or enhancement of GSL's natural aquatic environment, including operation and maintenance of GSL's wildlife management areas, fishing waters, navigation, public access and recreational activities, as well as for the propagation and maintenance of wildlife, including migratory shorebirds, waterfowl, and other waterbirds, their food resources, hydrophytic vegetation, and habitat in GSL, including Gilbert Bay and Farmington Bay (collectively, the "**Conservation Purposes**").

H. For the Lessees to use the ODT water for the Conservation Purposes, the District as the ODT Right owner and the Lessees must file with the Utah Division of Water Rights (the "**State Engineer**") a 10-year fixed time change application seeking approval for the conveyance and use of ODT water to GSL (the "**Application**").

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, representations and warranties contained herein, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Lease of Water.

1.1. During the "**Term**" of this Agreement, as defined in Section 6, the District hereby agrees to lease Available ODT Water, as defined in Section 3, to Lessees. Lessees agree to lease Available ODT Water pursuant to Section 3.

1.2. The amount of water available under this Agreement may vary from year to year and will be determined by the District and administered in conjunction with the Provo River Commissioner and others pursuant to Section 3.

1.3. Lessees may only use Available ODT Water for the Conservation Purposes authorized under the Application.

1.4. The amount and timing of the Available ODT Water available to Lessees under this Agreement is subject to the lease of ODT water to JSSD.

1.5. To the extent that it becomes necessary for the District to use Replacement Water from JSSD, as opposed to water available under the ODT Right the Parties will reasonably cooperate to seek any approvals necessary to use the Replacement Water to satisfy the terms of this Agreement.

2. Fixed-Time Change Application.

2.1. Utah law requires that Lessees and the District jointly file the Application with the State Engineer for Lessees to convey and use the ODT water in GSL for the Conservation Purposes. The Application will be in substantially the same form as Exhibit 2.

2.2. The District and Lessees will file and reasonably prosecute the Application. The District will pay the costs of filing the Application and the Parties will be responsible for any other costs they incur in preparing, reviewing, and prosecuting the Application.

2.3. If any person or entity protests the Application, the Parties agree that Lessees will respond to the protest(s) after reasonable consultation among all Parties and confirmation from all Parties they desire to proceed with the Application. District and the Co-managers may participate in any administrative or judicial proceedings, including but not limited to any hearings, involving the Application, but will have no obligation to do so. Each Party will bear its own costs in responding to any protests. No Party will take a position in the Application process any other Party deems to be prejudicial to their entitlements or interests.

2.4. If the State Engineer rejects the Application or approves it with conditions that are unacceptable to any of the Parties, any Party may terminate this Agreement by providing written notice to the other Parties, in which case this Agreement will terminate on the date of the notice. Lessees and District may only request reconsideration or appeal a denial or an unacceptable decision issued by the State Engineer if the other Parties agree in writing.

3. Identification of Available ODT Water.

3.1. On or before October 1 of each year, the District will provide Lessees a projection of the ODT water (and/or Replacement Water, as applicable) the District projects likely will be available for lease to Lessees in the following water year of

November 1 through October 31 (“**Water Year**”). On or before March 1 of each year, the District may provide Lessees an updated projection but need not do so. The District’s projection will be based upon projections of the water available under the ODT Right and the District’s needs to serve its member cities. This initial projection and any updated projection are the “Available ODT Water.” The District agrees that it will not make water that is projected to be available under the ODT Right available to individuals or entities other than its member cities in a manner that will reduce the Available ODT Water.

3.2. Lessees will lease all Available ODT Water up to 2,500 acre-feet. Lessees at their sole option may lease some or all of the Available ODT Water above 2,500 acre-feet, subject to the Co-managers providing written consent to pay the additional Lease Costs associated with such additional Available ODT Water.

3.3. On or before October 15 of each year, Lessees and the Co-managers will provide a written notice confirming the amount of Available ODT Water the Co-managers, acting on behalf of GSLWET, will lease for the Lessees to use during the upcoming Water Year, consistent with Section 3.2. If the Available ODT Water identified in the updated projection, if any, is different than the original projection in any year, on or before March 15, Lessees and the Co-managers will provide a written notice confirming the amount of Available ODT Water the Co-managers, acting on behalf of GSLWET, will lease for the Lessees to use during the then-current Water Year, consistent with Section 3.2.

3.4. In the event the ODT Right yields less water than projected, the District will have no obligation to deliver, and the Lessees will have no obligation to pay for any amount beyond the actual yield of the ODT Right.

3.5. In the event the Term expires before the conclusion of the Water Year, the District will have no obligation to deliver, the Lessees will have no obligation to use, and the Co-managers will have no obligation to pay for any amount beyond the actual yield of the Available ODT Water that is delivered to the Jordan River before the expiration of the Term.

4. Delivery and Monitoring of Available Water.

4.1. The District agrees to act reasonably to utilize its PRA and JA capacity rights that are surplus to District’s use to allow the amount of Available ODT Water, as identified under Section 3, to reach the Jordan River. However, the District will not be obligated to utilize the JA when doing so might result in a power interference charge. In so doing, the District will consult with the other Parties but will have all rights and discretion to affect the timing and quantities of conveyance of Available ODT Water. If the District modifies the timing and quantities of conveyance of the Available ODT Water in a way that reduces the amount of water conveyed to the Jordan River, the District will notify the other Parties in writing of such reductions.

4.2. The District will monitor the amount of Available ODT Water it delivers to the Jordan River and provide the results of such monitoring to the Lessees and the Co-managers, which will use the monitoring information they receive to confirm the amount of water delivered to the Jordan River and to coordinate with the State Engineer’s office to ensure that the water is available and delivered to GSL for the Conservation Purposes. The District will not have any obligation to ensure water delivered to the Jordan River as provided in Section 4.1 reaches the GSL. To the extent needed to implement this Agreement and the Application, the Parties will coordinate with the State Engineer on the volumes of water delivered to GSL for the Conservation Purposes.

5. Lease Costs.

5.1. For each acre-foot of Available ODT Water delivered to the Jordan River under Section 4, the Co-managers, acting on behalf of GSLWET, will cause GSLWET to pay the District the following per-acre-foot amounts per year (the “**Lease Costs**”) as provided in Section 5.3. If the Term extends beyond December 31, 2034, the Lease Costs will increase by 3% per annum.

Year	Per Acre-Foot Amount
2025	\$240.00
2026	\$247.20
2027	\$254.62
2028	\$262.25
2029	\$270.12
2030	\$278.23
2031	\$286.57
2032	\$295.17
2033	\$304.02
2034	\$313.15

5.2. The Lease Costs will not include any costs or other amounts associated with the Available ODT Water, including but not limited to tunnel operation, maintenance costs, the usual costs associated with the conveyance of Available ODT Water through the PRA and JA, and any assessment from Utah Lake Water Users Association, which costs the District will pay.

5.3. The District will submit a written invoice to NAS for the Lease Costs by December 1 of each year of the Term. NAS, acting on behalf of GSLWET, will pay or cause to be paid the amount owing within 45 days of the date NAS receives the written invoice, unless the Co-managers dispute the amount owing, in which case NAS will notify the District of the nature of the dispute and the Parties will follow the dispute resolution process in Section 15. NAS' obligation to pay the Lease Costs on behalf of GSLWET or to cause GSLWET to pay the Lease Costs is contingent upon NAS' receipt of the written invoice required under this Section.

5.4. The Co-managers have set aside \$3,300,000.00 of GSLWET funding to pay the Lease Costs during the first five years of this Agreement and agree not to obligate, allocate, or otherwise encumber this funding. Provided, however, that the Co-managers' obligations under this Section 5.4 are expressly subject to the "Great Salt Lake Watershed Enhancement Trust Grant Agreement" dated January 1, 2023, between the Co-managers and FFSL, which includes provisions that FFSL may use to require the Co-managers to remit GSLWET funding to FFSL under certain circumstances. Unless otherwise agreed to in writing, neither DWR nor FFSL is under an obligation to provide funding for any Lease Costs during the term of this Agreement.

6. Term and Termination.

6.1. The term ("**Term**") of this Agreement will begin on the Effective Date and will terminate on the date the approved Application expires. Provided, however, that except as otherwise provided herein, any Party may terminate this Agreement or seek to renegotiate its terms after December 31, 2029, by providing written notice to the other Parties before December 31, 2030. If a Party submits a timely notice to terminate pursuant to this Section, this Agreement will terminate on December 31, 2031. If a Party submits a timely notice to renegotiate under this Section, the Parties will meet and confer to discuss the renegotiation of this Agreement as soon as reasonably practicable, provided that if the Parties are unable to agree to renegotiated terms, this Agreement will terminate on December 31, 2031.

6.2. Except as otherwise provided herein, the Co-managers may terminate this Agreement at any time by sending one year's prior written notice to the other Parties if: (i) JSSD exercises its right to use the ODT water and cannot provide sufficient Replacement Water to satisfy the terms of this Agreement; (ii) circumstances that are not contemplated in this Agreement prevent the delivery or distribution of the Available ODT Water to GSL; (iii) the total Lease Costs exceed \$3,300,000.00 during the first five years of the Term; or (iv) the Lease Costs exceed \$3,700,000.00 for the final five years of the Term.

7. Warranty as to Title of ODT Water Right and Authority to Use Replacement Water. The District represents and warrants that it is the owner of record of the ODT Right and has authority to allow the Lessees to use the Replacement Water for the Conservation Purposes.

8. No Warranty as to Quantity, Quality, or Fitness. The Parties make no representations or warranties of any kind as to the quantity, quality, or fitness for purpose of the ODT Right, the ODT water, the Replacement Water, or the likelihood of the State Engineer approving the Application in a satisfactory manner.

9. Successors and Assigns. Except as otherwise provided in this Section, no Party will assign in whole or in part its interest in this Agreement without the prior written consent of the other Parties, which consent will not be unreasonably withheld. No such consensual assignment will operate to enlarge the obligations or diminish the rights of any Party, and any such assignment will be made expressly subject to the terms and conditions of this Agreement and will require the assignee to agree in writing to assume all of the obligations hereunder of the assignor; provided, however: (i) that the Co-managers may assign their interest in this Agreement to a successor manager of GSLWET if FFSL has approved the successor manager of GSLWET, and Co-managers provide sixty (60) days written notice to the other Parties; (ii) that the Co-managers may assign some or all of their obligations under this Agreement to either or both Lessees, if agreed upon by Co-managers and the applicable Lessee(s). No assignment will be effective as between the Parties hereto until delivery to the non-assigning Parties of satisfactory evidence of such assignment and assumption.

10. Limitation of Liability. Each Party will be responsible for any claims, demands, causes of action, damages, judgments, losses, liabilities, costs, and expenses (collectively “Claims”) arising from its activities and those of its officers, directors, trustees, members, employees, and agents under this Agreement. Under no circumstances will any Party or its officers, trustees, or employees be liable for consequential, incidental, or special damages or for Claims caused by the negligent or willful act or omission of the other Parties. The District and Lessees, who are government entities entitled to the protection of UTAH CODE §§ 63G-7-101 through 63G-7-904, the Governmental Immunity Act of Utah, do not waive or relinquish any rights or defenses they may have under that act by virtue of this paragraph or by entering into this Agreement, except as may be provided in UTAH CODE § 63G-7-301(1). No Party will be liable for damages for any non-compliance that is caused in whole or in part by conditions or events beyond that Party’s reasonable control.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and replaces all prior negotiations, representations, understandings, preliminary agreements, or contracts between the Parties relating to the subject matter herein.

12. Modification. This Agreement may not be modified or amended except by the express written agreement of the Parties.

13. Default. An “Event of Default” will occur under this Agreement if any Party fails to perform its obligations hereunder when those obligations are due and the defaulting Party has not performed the delinquent obligations within 20 days following delivery to the delinquent Party of written notice of such delinquency.

14. Force Majeure. If any Party is unable to perform its obligations under this Agreement as a result of a force majeure, such Party will not be liable to the other Parties for direct or consequential damages resulting from lack of performance. As used in this Section, “force majeure” will mean fire, earthquake, flood, act of God, pandemics, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of the applicable Party.

15. Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party will first submit written notice of a claim or dispute. The Parties will meet and confer in good faith in an effort to resolve such claim or dispute. As used in this Section “good faith” means only that the Parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on any Party in such a way that may then be contrary to that Party’s own best interests as seen by that Party. If the matter is not resolved satisfactorily, 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. After and only if these processes are first followed and the non-defaulting Party’s dispute or claim remains unresolved, an action may be brought in court.

16. Governing Law. This Agreement will be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement will be with the Third Judicial District Court of Salt Lake County, State of Utah.

17. No Waiver. A Party’s failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce such provision or any other provision, nor will any waiver constitute a continuing waiver. The provisions of this Agreement may be waived only in writing by the Party intended to be benefited by the provisions and a waiver by a Party of a breach hereunder will not be construed as a waiver of any succeeding breach of the same or other provisions.

18. Successor Legislation. Any statute referred to in this Agreement will be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

19. Legal Review. The Parties represent and agree that they each had an opportunity to review this Agreement with their respective attorneys and that they accept the terms hereof. The rule that an agreement is to be construed against its drafter will not apply to this Agreement.

20. No Relationship. Nothing in this Agreement will be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

21. Conflicts of Interest. The Parties represent that none of their officers or employees are officers or employees of any of the other Parties.

22. Compliance with Laws. In executing and implementing this Agreement, the Parties represent, warrant, and agree that they will comply with all applicable statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements, including, without limitation, all applicable anti-bribery or anti-corruption laws and regulations and all applicable counterterrorism, anti-money laundering and economic sanctions laws.

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

Utah Division of Forestry Fire and State Lands

P.O Box 14610
Salt Lake City, UT 84114-5703
Attn: Director
jamiiebarnes@utah.gov

With a copy to (which will not constitute notice):
P.O Box 14610
Salt Lake City, UT 84114-5703
Attn: Deputy Director of Lands and Minerals
Email: bstireman@utah.gov

Utah Division of Wildlife Resources

PO Box 146301
Salt Lake City, UT 84114-6301
Attn: Director
Attn: Eric Anderson
Email: ericanderson@utah.gov

Metropolitan Water District of Salt Lake & Sandy

To the Attention of the General Manager
3430 Danish Road
Cottonwood Heights, UT 84093
Attn: General Manager
Email: munsey@mwdsls.gov

National Audubon Society

225 Varick St., 7th Floor
New York, NY 10014
Attn: General Counsel
Email: contracts@audubon.org

With a copy to (which will not constitute notice):
231 West 800 South, Ste. E
Salt Lake City, UT 84101
Attn: Director, National Audubon Saline Lakes Program
Email: marcelle.shoop@audubon.org

The Nature Conservancy

559 E. South Temple
Salt Lake City, UT 84102
Attn: Utah State Director
Email: Ekitchens@tnc.org

With a copy to (which will not constitute notice):

The Nature Conservancy
559 E South Temple
Salt Lake City, UT 84102
Attn: Utah Policy & External Affairs Director
Email: megan.nelson@tnc.org

With a copy to (which will not constitute notice):

Sandy City Public Utilities
10000 Centennial Parkway
Sandy, UT 89402
Attn: Public Utilities Director
Email: tward@sandy.utah.gov

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Agreement may be executed through electronic means.

25. Authority to Sign. Each person signing this Agreement on behalf of a Party represents that such person was duly and fully authorized to do so, that each is acting pursuant to the power and authority granted them, and that no further approvals are required.

26. Fees and Expenses. Each Party will bear its own expenses, including legal, accounting, and other advisory fees and expenses in connection with this Agreement, except as provided herein or as otherwise agreed to by the Parties in writing.

27. Interpretation. In this Agreement, unless the context otherwise requires:

27.1. The captions and section headings used in this Agreement are for descriptive purposes only and do not limit, define, or enlarge the terms of this Agreement.

27.2. Use of the singular, plural, or a gender will include the other, and the use of the words “include” and “including” will mean “without limitation” or “but not be limited to.”

27.3. The word “may” is permissive;

27.4. The words “will not” are prohibitive;

27.5. The words “will” and “shall” are mandatory or required; and

27.6. The present tense includes the future tense, unless otherwise specified.

28. No Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement will not be construed to create such status. The rights, duties, and obligations contained in this Agreement will operate only between the Parties to this Agreement and will inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

29. Publicity. The Parties will reasonably coordinate with each other on press releases or undertaking other publicity efforts regarding this Agreement. The Parties agree that the Co-managers may publish and circulate materials and information describing the work of the Trust including this Agreement (e.g., reports to the State of Utah, brochures, websites, publications, fact sheets, social media posts, etc.). Notwithstanding the foregoing, any Party seeking to use a logo or mark of another Party may do so only with written permission from the other Party.

30. Incorporation of Recitals and Exhibits. All recitals and exhibits are incorporated fully as part of this Agreement.

31. Survival of Terms. Terms of this Agreement that provide for rights, duties, or obligations that expressly or logically extend beyond its expiration or termination will survive such expiration or termination. This includes but is not limited to the provisions of Section 5.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

[execution on following pages]

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

By: _____

Name: Annalee Munsey

Its: General Manager

Date: _____

UTAH DIVISION OF WILDLIFE RESOURCES

By: _____

Name: _____

Its: _____

Date: _____

Approved As to Form

DEREK BROWN
Utah Attorney General

By: Charles Lyons

Its: Assistant Attorney General, Counsel for the Utah Division of Wildlife

Date: _____

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

By: _____

Name: _____

Its: _____

Date: _____

Approved As to Form

DEREK BROWN
Utah Attorney General

By: Emma K. Whitaker

Its: Assistant Attorney General, Counsel for the Utah Division of Forestry, Fire and State Lands

Date: _____

NATIONAL AUDUBON SOCIETY

By: _____

Name: _____

Its: _____

Date: _____

THE NATURE CONSERVANCY

By: _____

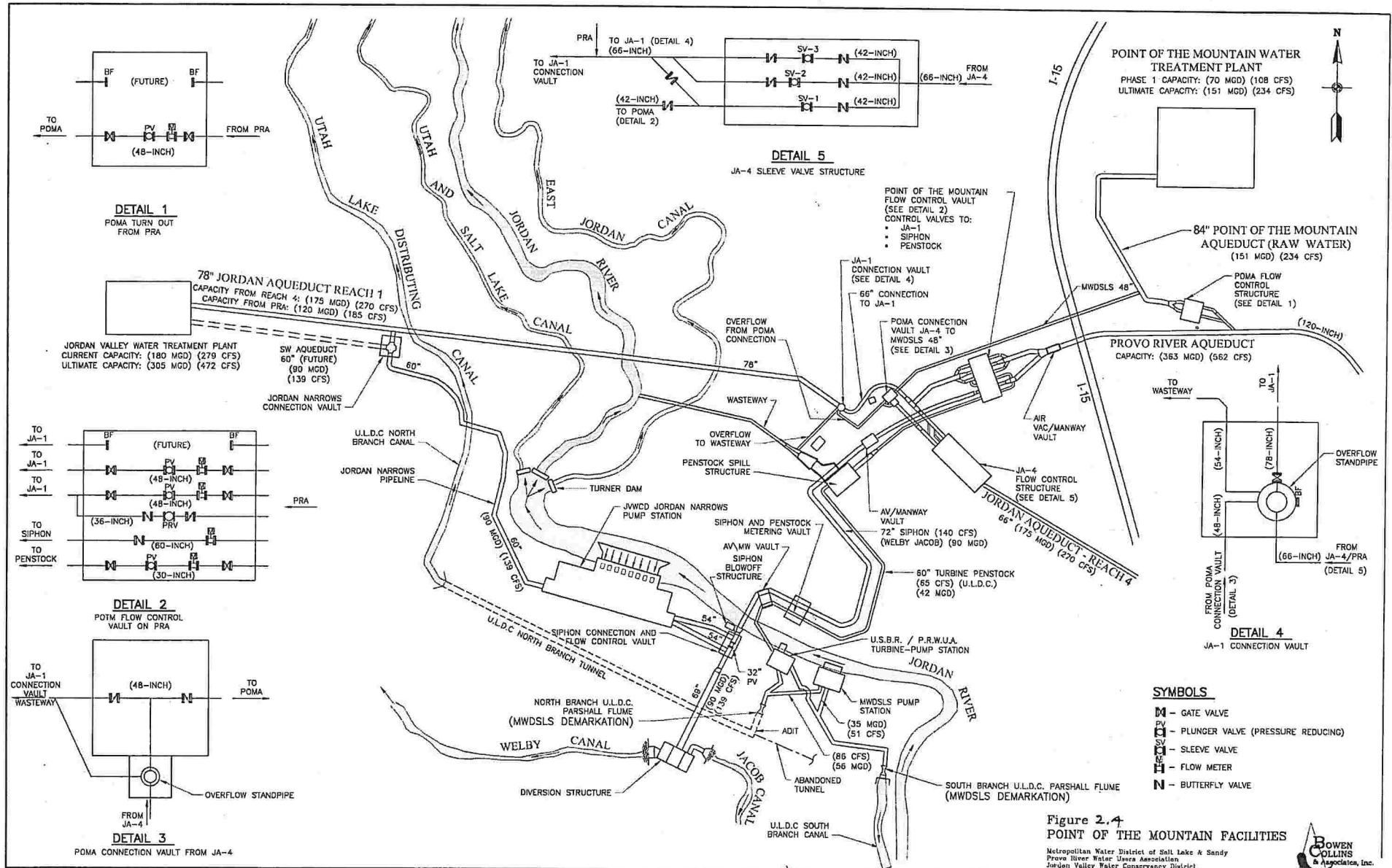
Name: _____

Its: _____

Date: _____

EXHIBIT 1

Distribution Infrastructure



P:\Metro Water District SLC\2003 General Services Agreement\10 9 - POM Facilities Express\NEW_POM Fac. Figure 1.dwg Jun06,2013 - 11:14am

EXHIBIT 2

Fixed Time Change Application for ODT Right

APPLICATION FOR FIXED TIME CHANGE OF WATER

STATE OF UTAH

Receipt by: _____

Fee Rec.: _____

Receipt # _____

For the purpose of obtaining permission to make a fixed time change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated, as amended. Fixed time change applications are limited to a fixed period of time exceeding one year but not exceeding 10 years.

*WATER RIGHT NO. 55-11103

*APPLICATION NO. f _____

Changes are proposed in (check those applicable)

point of diversion place of use nature of use period of use split season storage

1. OWNER INFORMATION

County Tax ID _____

Name(s): Metropolitan Water District of Salt Lake & Sandy Interest: 100 %
Address: 10 Exchange Place, #1100
City: Salt Lake City State: Utah Zip Code: 84111
Phone Number (801) 942-1391

Name(s): Utah Division of Wildlife Resources Interest: 0 (Lessee) %
Address: PO Box 146301
City: Salt Lake City State: Utah Zip Code: 84114-6301
Phone Number (801) 538-4700

Name(s): Utah Division of Forestry, Fire & State Lands Interest: 0 (Lessee) %
Address: PO Box 14610
City: Salt Lake City State: Utah Zip Code: 84114-5703
Phone Number (801) 501-9052

2. *PRIORITY OF CHANGE: _____ *FILING DATE: _____
*Is this change amendatory? (Yes/No): _____

3. RIGHT EVIDENCED BY: 1921 Provo River Decree
Prior Approved Change Applications for this right: t49914; a45046

*****HERETOFORE*****

4. QUANTITY OF WATER: 10.36 cfs and/or _____ ac-ft.

5. SOURCE: Ontario Drain Tunnel

6. COUNTY: Wasatch

7. POINT(S) OF DIVERSION:

1. S 1640 ft W 1750 ft from NE corner, Sec 24 T 2S R 4E SLBM

Description of Diverting Works: Ontario Drain Tunnel

8. POINT(S) OF REDIVERSION

The water will be rediverted from _____ at a point: _____

Description of Diverting Works: _____

9. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): _____
BP024

10. NATURE AND PERIOD OF USE

Irrigation: From _____ to _____
Stockwatering: From _____ to _____
Domestic: From _____ to _____
Municipal: From _____ to _____
Mining: From _____ to _____
Power: From _____ to _____
Other: From _____ to _____
Other: See below From Jan 1 _____ to Dec 31 _____

11. PURPOSE AND EXTENT OF USE

Irrigation: _____ acres. Sole supply of _____ acres.
Stockwatering (number and kind): _____
Domestic: _____ Families and/or _____ Persons.
Municipal (name): _____
Mining: _____ Mining District in the _____ Mine.
Ores mined: _____
Power Plant name: _____ Type: _____ Capacity: _____
Other (describe): Generation of power and for other purposes, including irrigation etc. AF contributed by this right: Unevaluated

12. PLACE OF USE

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

13. STORAGE

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

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

14. QUANTITY OF WATER: 10.36 _____ cfs and/or _____ ac-ft.

15. SOURCE: Ontario Drain Tunnel
Balance of the water will be abandoned: _____, or will be used as heretofore: _____

16. COUNTY: Wasatch _____

17. POINT(S) OF DIVERSION. Changed as Follows:
S 1640 feet W 1750 feet from NE corner, Sec 24 T 2S R 4E SLBM

COMMON DESCRIPTION: Ontario Drain Tunnel _____

18. POINT(S) OF REDIVERSION
The water will be rediverted from

1. N 278 ft E 1199 ft from 54 corner, Sec 27 T 55 R 3E SLBM
Diverting Works: Olmstead Diversion Dam
Source: Provo River
2. S 853 ft W 1064 ft from E4 corner, Sec 6 T 6S R 3E SLBM
Diverting Works: Murdock Diversion Dam
Source: Provo River
3. S 772 ft East 1,150 ft from N4 Corner, Sec 26, T 4S, R 1W, SLBM
Diverting Works: Spillway at Point of the Mountain
Source: Provo River
4. N 275 ft E 840 ft from SW corner, Sec 14 T 1S R 1W SLBM
Diverting Works: Jordan River Surplus Canal Diversion 2100
Source: Jordan River
5. N 0 ft W 500 ft from SE corner, Sec 20 T 2N R 1W SLBM
Diverting Works: New State-Burton Dam Diversion
Source: Jordan River
6. N 25 ft E 1225 ft from SW corner, Sec 28 T 2N R 1W SLBM
Diverting Works: State Canal Headworks
Source: Jordan River
7. S 3749 ft W 1075 ft from NE corner, Sec 29 T 2N R 1W SLBM
Diverting Works: New State-Diverting Canal feeding Sewer Ditch
Source: Jordan River
8. S 100 ft W 100 ft from NE corner, Sec 29 T 2N R 1W SLBM
Diverting Works: New State-East Canal Diversion
Source: Jordan River
9. S 1913 ft E 695 ft from N4 corner, Sec 25 T 1N R 2W SLBM
Diverting Works: Water Control Structure
Source: Goggin Drain
10. N 1380 ft E 1196 ft from S4 corner, Sec 13 T 1N R 2W SLBM
Diverting Works: Water Control Structure
Source: Husted Dam
11. N 255 ft W 85 ft from S4 corner, Sec 12 T 1N R 2W SLBM
Diverting Works: Water Control Structure
Source: Ambassador Cut

19. POINT(S) OF RETURN

The water will be returned to the natural stream/source at a point(s): _____

20. NATURE AND PERIOD OF USE

Irrigation:	From _____	to _____
Stockwatering:	From _____	to _____
Domestic:	From _____	to _____
Municipal:	From _____	to _____
Mining:	From _____	to _____
Power:	From _____	to _____
Other: public use, wildlife mgmt., fishing, and recreational activities-refer to att.	From <u>January 1st</u>	to <u>December 31st</u>

21. PURPOSE AND EXTENT OF USE

Irrigation: _____ acres. Sole supply of _____ acres.
 Stockwatering (number and kind): _____
 Domestic: _____ Families and/or _____ Persons.
 Municipal (name): _____
 Mining: _____ Mining District at the _____ Mine.
 Ores mined: _____
 Power: Plant name: BP026 Type: _____
 Capacity: _____

Other (describe): Public use and benefit, wildlife mgmt. and propagation fishing and recreational activities refer to att. See EXPLANATORY for details.

22. PLACE OF USE

Legal description of place of use by 40 acretract(s): See EXPLANATORY for details.

23. STORAGE

Reservoir Name: _____ Storage Period: from _____ to _____

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

Height of dam: _____ feet.

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

24. EXPLANATORY

The following is set forth to define more clearly the full purpose of this application. Include any supplemental water rights used for the same purpose. (Use additional pages of the same size if necessary).

HEREAFTER PURPOSE AND EXTENT OF USE:

Other: Pursuant to DWRs authorities under Utah law, including, but not limited to Utah Code Section 73-3-30 and Utah Code Section 23A-6-403, to convey surface water from water right 55-11103 sourced in the Ontario Drain Tunnel to Great Salt Lake. The purpose of this change application is to deliver water to Gilbert Bay and Farmington Bay of Great Salt Lake, including areas of Farmington Bay Wildlife Management Area that do not currently have water rights associated with them. Pursuant to DWR's authorities under Utah law, including but not limited to the Utah Code sections referenced above, the water will be for the use and benefit of the public, including the operation and maintenance of wildlife management areas, fishing waters, recreational activities, as well as for the benefit, support, and propagation of wildlife, including migratory shorebirds, waterfowl and other waterbirds, and the support and propagation of hydrophytic vegetation, food resources, and habitat in Great Salt Lake including Gilbert & Farmington Bay

HEREAFTER PLACE OF USE:

Any unsurveyed lands below the 1855 meander line of Great Salt Lake, including Gilbert Bay, Farmington Bay and portions of Farmington Bay Waterfowl Management Area as identified in Attachment A. This specifically includes the following unsurveyed and/or surveyed townships listed in the Utah Code Section 23A-6-403 (State-owned lands authorized for use as wildlife management areas, fishing waters and for recreational activities). Township 1 North, Range 2 West, S.L.B. and M.; Township 2 North, Range 3 West, S.L.B. and M.; Township 2 North, Range 2 West, S.L.B. and M.; Township 2 North, Range 1 West, S.L.B. and M.; Township 3 North, Range 3 West, S.L.B. and M.; Township 3 North, Range 2 West, S.L.B. and M.; Township 3 North, Range 1 West, S.L.B. and M.; Township 4 North, Range 3 West, S.L.B. and M.; and Township 4 North, Range 2 West, S.L.B. and M. Township 1 South, Range 4 West, S.L.B. and M.; Township 1 South, Range 3 West, S.L.B. and M.; and Township 1 North, Range 3 West, S.L.B. and M. The place of use identified above excludes areas to which water is applied pursuant to water right permit numbers 57-3572, 31-3864, 31-81, 57-7662, 57-3576, 57-3577, 57-7533, 59-3459, 59-3582 and 59-3571.

EXPLANATORY:

This is a fixed-time change application filed under Utah law, including but not limited to Utah Code Section 73-3-30 and Utah Code Section 23A-6-403, to convey surface water from water right 55-11103 sourced in the Ontario Drain Tunnel to Great Salt Lake. The purpose of this change application is to deliver water from the Ontario Drain to Great Salt Lake, including Gilbert Bay, Farmington Bay, and areas of Farmington Bay Wildlife Management Area that do not currently have water rights associated with them. Pursuant to DWR's authorities under Utah law, including but not limited to the Utah Code sections referenced above, the water will be for the use and benefit of State of Utah sovereign lands associated with Great Salt Lake, and the public, for the reasonable preservation or enhancement of **GSL's** natural aquatic environment, including operation and maintenance of Great Salt Lake's wildlife management areas, fishing waters, navigation, public access and recreational activities, as well as for the propagation and maintenance of wildlife, including migratory shorebirds, waterfowl, and other waterbirds, their food resources, hydrophytic vegetation, and habitat in Great Salt Lake, including Gilbert Bay and Farmington Bay.

The underlying water right has a point of diversion from the mouth of the Ontario Drain Tunnel. This water right is owned and managed by the Metropolitan Water District of Salt Lake & Sandy. The water available under this right is considered import water to the Provo River Drainage, as confirmed by the Provo River Decree. It is diverted and used by the District for the benefit of its member cities and others by agreement.

Under this proposed fixed time change application the water will enter Jordanelle Reservoir and be released downstream into the middle Provo River, pass through Deer Creek Reservoir, and travel down the lower Provo River. Depending on flow conditions, time of year, and management decisions by the managing entities (including the District, the Provo River Water Users Association, and the Provo River Commissioner), the water will then be rediverted at either the Olmstead Diversion Dam or the Murdock Dam:

- (1) If diverted at Olmstead, the flow will enter the Jordan Aqueduct, the water will reach a spillway at the Point of the Mountain and enter the Jordan River just below Turner Dam.
- (2) If diverted at Murdock, the water travel in the Provo River Aqueduct to the same spillway at Point of the Mountain and enter the Jordan River just below Turner Dam.

From the spillway, the water will continue to flow downstream in the Jordan River to the water control structure located at 2100 South/Surplus Canal. Depending on runoff conditions and management of water by Salt Lake County Flood Control, Salt Lake City Public Utilities and the Lower Jordan River Commissioner, the water may either:

- (1) Stay in the Jordan River to points of redirection downstream of the Bumham Dam located west of 1900 South in North Salt Lake, as identified in section 18 above. Farmington Bay Waterfowl Management Area and New State Duck Club have water control structures that will be used to convey the water to its place of use, the unimpounded areas of Farmington Bay in Great Salt Lake.
- (2) Be redirected from the Jordan River at 2100 South, North 275 ft., East 840 ft. from the Southwest corner of Section 14, Township 1 South, Range 1 West SLB&M. The water will flow down the Surplus Canal and be redirected either (1) through the Goggin Drain Diversion and out to Gilbert Bay of Great Salt Lake, (2) through the Husted Dam Water Control Structure off the Surplus Canal to the South Shore Associated Duck Clubs, which have water control structures that will be used to convey the water to the unimpounded areas of Farmington Bay of Great Salt Lake, and/or (3) through the Ambassador Cut Diversion to South Shore Associated Duck clubs, which have water control structures that will be used to convey the water to the unimpounded areas of Farmington Bay of Great Salt Lake.

The use of the water will be managed by DWR and FFSL under a lease agreement with the Metropolitan Water District of Salt Lake & Sandy, and the Great Salt Lake Watershed Enhancement Trust, which the National Audubon Society and the Nature Conservancy of Utah are operating under Utah Code Ann. 65A-16-201. The proposed use is consistent with the purposes of the trust because it will be used to "enhance water flows to sustain the Great Salt Lake and the Great Salt Lake's wetlands." Id.

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

Signature of Applicant

Signature of Applicant

Signature of Applicant

*If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its authorized agent, or in the name of the partnership by one of the partners.

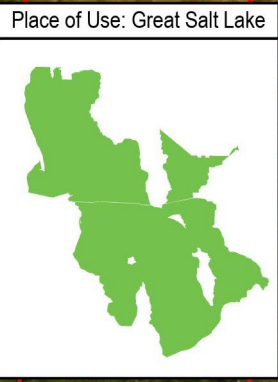
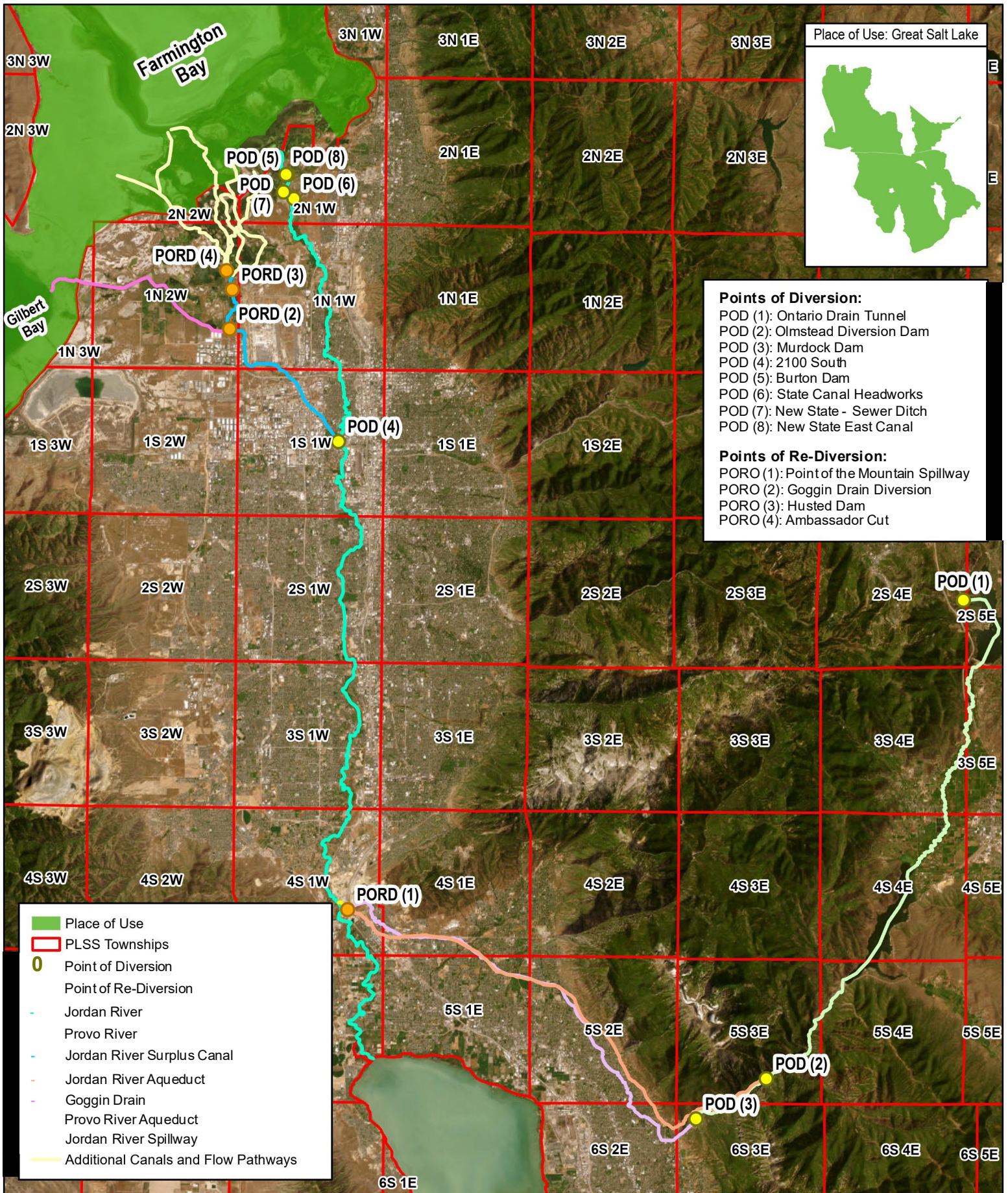
Authorized Agent (please print)

Authorized Agent (signature)

Attachment A: Fixed Time Change Application Map

Fixed Time Change Application: _____

Water Right No.: 55-11103



- Points of Diversion:**
- POD (1): Ontario Drain Tunnel
 - POD (2): Olmstead Diversion Dam
 - POD (3): Murdock Dam
 - POD (4): 2100 South
 - POD (5): Burton Dam
 - POD (6): State Canal Headworks
 - POD (7): New State - Sewer Ditch
 - POD (8): New State East Canal
- Points of Re-Diversion:**
- PORO (1): Point of the Mountain Spillway
 - PORO (2): Goggin Drain Diversion
 - PORO (3): Husted Dam
 - PORO (4): Ambassador Cut

- Place of Use
- PLSS Townships
- Point of Diversion
- Point of Re-Diversion
- Jordan River
- Provo River
- Jordan River Surplus Canal
- Jordan River Aqueduct
- Goggin Drain
- Provo River Aqueduct
- Jordan River Spillway
- Additional Canals and Flow Pathways

BP029





Consider approval of adding position to the District's organizational structure

Background: The District's Policies and Procedures authorizes the Board to take actions regarding the organizational structure, staffing governments and staffing levels. The General Manager has proposed a new position for the District's organizational structure. The new position will not increase staffing levels as the vacant Assistant General Manager position will not be refilled at this time. The proposed new position is a Controller.

Initially, a director of the Metropolitan Water District of Salt Lake City fulfilled the Controller's responsibilities. In 1960, the board proposed a change and "it was recommended that the board members be relieved of direct financial responsibility in the offices of Controller and Treasurer, with the duties being delegated instead to full-time employees of the District" (Board Meeting Minutes March 14, 1960).

Until 2010, the District had a Controller position filled by an employee. However, in 2010 the Controller position was converted to an Accountant position. Sonya Shepherd served as the Accountant for eight years and in late 2018, Josh Croft was hired to fulfil this important role. The District has experienced a steady increase in workload and financial planning needs. For these reasons, staff is recommending a Controller position in order to provide additional financial support as the District plans and prepares for its future.

Committee Activity: The Executive Committee discussed the position during the January 28, 2025 committee meeting. The committee recommends approval by the full board.

Recommendation: Approval of adding Controller position to the District's organizational structure

Attachments:

- Proposed FY25 organizational chart

Last Update: February 12, 2025

Metropolitan Water District of Salt Lake & Sandy
Proposed Organizational Chart Fiscal Year 2025

Full Time Positions	77
Temporary/Seasonal	2
Total FTE	79

