

Tab 4

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: December 3, 2024

Agenda Item: Consider approval of monitoring well in Highland

Objective: Approve installation of a monitoring well by North Utah County Aquifer Council within District property in Highland.

Background: Central Utah Water Conservancy District (CUWCD) is leading a project to install an Aquifer Storage and Recovery (ASR) basin at the mouth of American Fork Canyon. The work is in partnership with the North Utah County Aquifer Council, and requires at least two compliance monitoring wells downgradient from the basin. CUWCD requested to install one well on District property north of SR-92.

The proposed monitoring well is 4-inches in diameter and approximately 450 feet deep. The well may include a concrete pad no larger than 3-feet square with bollards around. The well would be equipped with a battery-operated transducer, from which data would be manually obtained with a laptop about four times a year.

While the Policies and Procedures (P&P) does not specifically address monitoring wells, it does not permit “buildings, structures, and similar uses” due to their permanency and impact to the District’s rights to the entire property. P&P 16-1.8 permits “the Engineering Committee or Board [to] authorize Agreements in addition to those staff is authorized to issue by [policy], or make exceptions to the policies, where doing so would serve the interests of the District and the public the District serves.”

Staff recognizes how the ASR project and monitoring well may benefit water resources, and the request from a sister agency, both of which lend unique circumstances to the request. The proposed well would operate on the edge of the District’s property, roughly 70 feet from the Salt Lake Aqueduct, and is not anticipated to unreasonably interfere with the District’s use of the property.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to permit the monitoring well, authorizing the District’s general manager and counsel to develop an agreement for the use.

Attachment:

- Figure 1: Proposed Compliance Monitoring Wells

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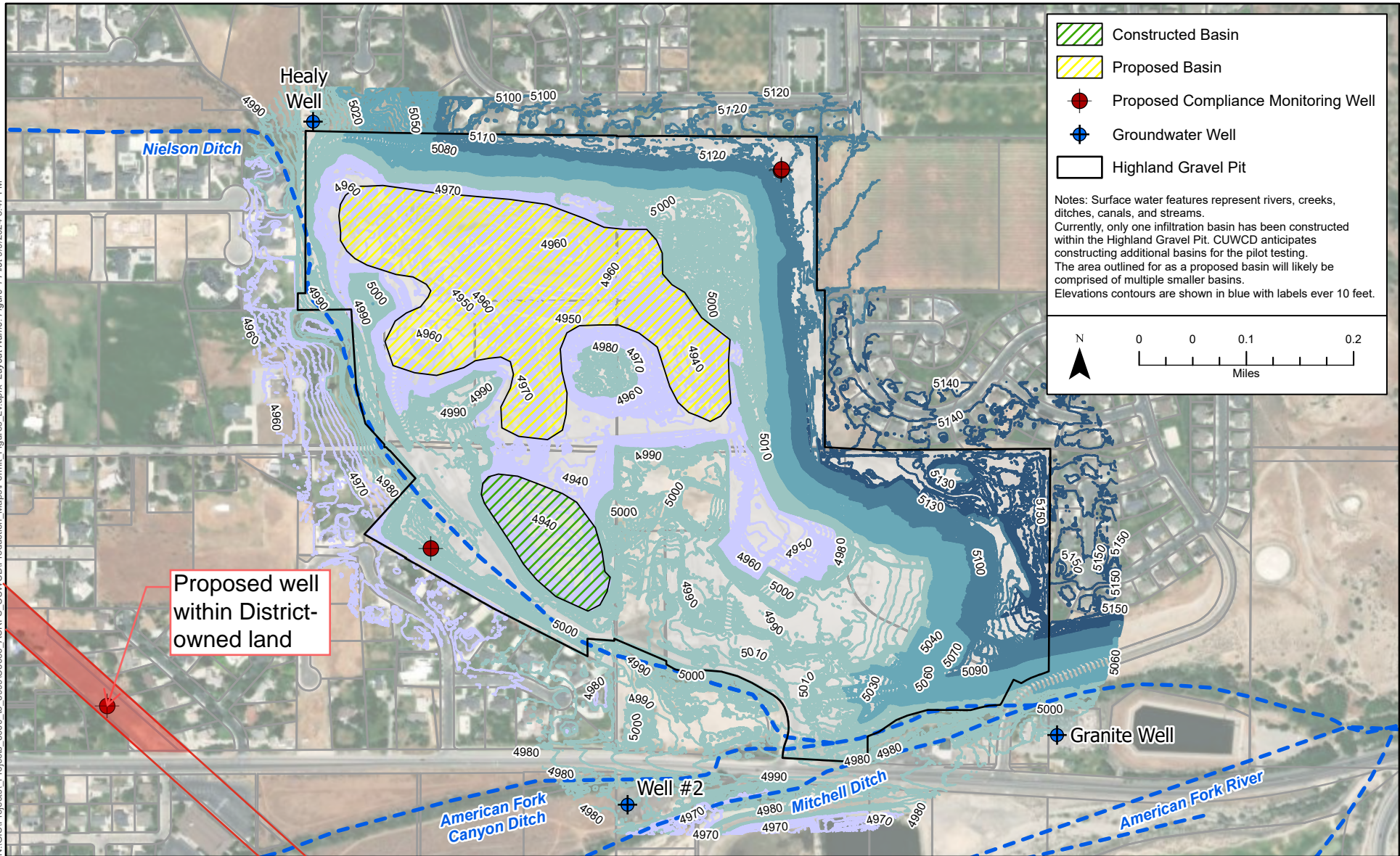


Figure 1.
Proposed Compliance Monitoring Wells
Pilot Testing Plan
Utah Groundwater Discharge Permit

Agenda Item: Consider approval of addendum to right of way agreement with EP GT3, LLC

Objective: Seek authorization to enter into the Addendum to Right of Way Agreement.

Background: On March 11, 2011, UDOT and the District entered into a Right of Way Agreement through which UDOT granted the District a floating right of reasonable ingress and egress on, over, and across a then-UDOT-owned parcel of land adjacent to District property at approximately 4100 South between Wasatch Boulevard and I-215. The Right of Way Agreement contemplated future development of the UDOT parcel, and states “after consulting with [the District], UDOT or its successor may reasonably designate a reasonable and practicable alternative entry point and a more precise route that is at least twenty-five feet wide with no radius less than forty feet.”

EP GT3, LLC, obtained the property from UDOT and is now in the process of constructing a car dealership. EP GT3 has provided a fixed access that meets the requirements of the Right of Way Agreement. The proposed addendum replaces the floating easement with a metes-and-bounds description for access. See Exhibit B for a graphical representation of the floating and fixed easements.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board to enter into the Addendum to Right of Way Agreement.

Attachment:

- Addendum to Right of Way Agreement

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

**Parcel Nos. 16-35-481-006, 16-35-481-008,
16-35-481-011, 16-35-481-012,
16-35-481-013,
16-35-481-015, 16-35-481-016,
16-35-481-017 & 16-35-481-018**

ADDENDUM TO RIGHT OF WAY AGREEMENT

This Addendum to Right of Way Agreement (Addendum) is entered into effective this ____ day of _____, 2024, by the Metropolitan Water District of Salt Lake & Sandy (MWDSLS) and EP GT3, LLC, a Utah limited liability company (Porsche).

ADDENDUM PURPOSES

Porsche and MWDSLS own adjoining parcels located at approximately 4100 South in Salt Lake County, between Wasatch Boulevard and I-215. The parcels owned by Porsche are part of what was previously a larger parcel owned by Utah Department of Transportation (the UDOT Parcel). UDOT continues to own portions of that once-larger parcel, which are adjacent to the Porsche parcels and MWDSLS's parcel, Parcel No. 16-35-481-006 (the MWDSLS Parcel). These parcels are described in Exhibit A.

On March 11, 2011, UDOT and MWDSLS entered a Right of Way Agreement through which UDOT granted MWDSLS and its agents and contractors a perpetual, nonexclusive right of reasonable ingress and egress on, over and across the UDOT Parcel from the point where Apollo Drive, if extended, would cross Wasatch Blvd onto the UDOT parcel, to the MWDSLS Parcel. The Right of Way Agreement was recorded on March 16, 2011 as Entry 11150701, Book 9911, Pages 7315–7319 with the Salt Lake County Recorder.

The Right of Way Agreement includes the following provision:

After consulting with MWDSLS, UDOT or its successor may reasonably designate a reasonable and practicable alternative entry point and a more precise route that is at least twenty-five feet (25') wide with no radius less than forty (40) feet. MWDSLS will reasonably cooperate with the location of the right of way to facilitate the development of the UDOT parcel.

Porsche now plans to develop the UDOT Parcel. In order to facilitate that development, the Parties desire to fix the location of the right of way granted under the Right of Way Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described in the Right of Way Agreement as amended by this Addendum, the Parties hereby amend the Right of Way Agreement as follows:

1. Location of the Right of Way. The location of the perpetual, non-exclusive right-of-way granted to MWDSLs in the Right of Way Agreement is fixed to the following described portion of the UDOT Parcel:

A 25.00 foot wide Access Easement, being a part of future Lot 2 of the forthcoming Porsche Cowboys Subdivision; lying within the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Millcreek City, Salt Lake County, Utah, being 12.50 feet on each side of the following described centerline:

Beginning at a point on the Westerly line of Wasatch Boulevard as it exists at 50.00 foot half-width, located 2039.49 feet South $0^{\circ}25'25''$ West; and 55.17 feet North $89^{\circ}34'35''$ West from a Brass Cap Monument found marking the East Quarter Corner of said Section 35; said East Quarter Corner bears 2618.49 feet South $89^{\circ}56'13''$ East from a Brass Cap Monument found marking the Center of said Section 35; and running thence South $89^{\circ}59'58''$ West 161.51 feet to a point of curvature; thence Southwesterly along the arc of a 52.50 foot radius curve to the left a distance of 80.30 feet (Central Angle equals $87^{\circ}38'15''$ and Long Chord bears South $46^{\circ}10'51''$ West 72.70 feet) to a point of tangency; thence South $2^{\circ}21'44''$ West 240.91 feet to the Southerly line of said future Lot 2 and the termination of this easement centerline.

Note: The sidelines of the above-described easement are to be lengthened or shortened to exactly match said Westerly line of Wasatch Boulevard and said Southerly line of future Lot 2

(the Fixed Right of Way). The Fixed Right of Way is depicted on the preliminary site plan and preliminary subdivision plat attached as Exhibit B. The Fixed Right of Way will be depicted on the final site plan and final subdivision plat for the Porsche Property, and any amendments thereto, in a form reasonably approved in writing by District in advance of recording, with the depiction referencing the recording information for this Easement Agreement. The Fixed Right of Way will be kept clear of any obstruction that would impede reasonable ingress and egress to the MWDSLs Parcel.

2. Authority. The person signing this Addendum on behalf of each Party represents and warrants they have been duly authorized to execute this Agreement on behalf of their respective Party. The person signing on behalf of Porsche represents and warrants that their signature will bind all who have an ownership interest in the Porsche Parcel.

The remaining terms of the Right of Way Agreement shall remain in full force and effect.

PORSCHE:

EP GT3 LLC

Mitchell D. Pierce, Manager

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

On the ___ day of _____, 2024, personally appeared before me Mitchell D. Pierce and having been first duly sworn by me acknowledged that he is the Manager of EP GT3, LLC, that he was duly authorized by to execute the above Addendum to Right of Way Agreement for and on behalf of EP GT3, LLC, and that he executed the above Addendum to Right of Way Agreement on behalf of EP GT3, LLC.

NOTARY PUBLIC

Exhibit A
(Legal Descriptions of Affected Parcels)

MWDSLS Parcel:

Parcel No. 16-35-481-006

BEG W 356 FT M OR L & S 613 FT M OR L; SW'LY ALG A 3883.72 FT RADIUS CURVE TO R 389.60 FT (CHD S 2°52'26" W 389.43 FT) FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; S'LY ALG A 3883.72 FT RADIUS CURVE TO R 81.20 FT (CHD S 6°20'48" W 81.20 FT); S 34°28'44" E 20.04 FT; S 67°11'28" E 82.50 FT; NE'LY ALG A 229.82 FT RADIUS CUVE TO R 74.19 FT (CHD N 75°57'02" E 73.86 FT); NE'LY ALG A 229.82 FT RADIUS CURVE TOL 86.87 FT (CHD N 74°22'10" E 86.35 FT); N'LY ALG A 1859.86 FT RADIUS CURVE TO L 91.70 FT (CHD N 16°17'29" E 91.69 FT); W 258.95 FT TO BEG. 0.63 AC M OR L.

Porsche Parcels (formerly UDOT Parcel):

Parcel No. 16-35-481-008

BEG 50 FT W FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; W 230 FT; S 00°13'44" W 575.73 FT; S'LY ALG A 1629.86 FT RADIUS CURVE TO R 297.50 FT; E'LY ALG A 150 FT RADIUS CURVE TO L 153.45 FT (CHD S 60°41'38" E 146.84 FT); E 92.12 FT; N'LY ALG A 1859.86 FT RADIUS CURVE TO L 368.55 FT (CHD N 06°05'15" E 367.95 FT); N 00°13'44" E 577.37 FT TO BEG. 4.93 AC M OR L.

Parcel No. 16-35-481-011

BEG W 50 FT FR SE COR OF NE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; W 230 FT; N 00°13'44" E 80 FT; E 100.16 FT; N 72°53'50" E 136.02 FT; S 00°13'44" W 120 FT TO BEG. 0.48 AC M OR L.

Parcel No. 16-35-481-013

BEG W 280 FT FR THE SE COR OF THE NE 1/4 OF SE1/4 OF SEC 35, T1S, R1E, SL MER; W 18 FT; N 0°13'44" E 80 FT; E 18 FT; S 0°13'44" W 80 FT TO BEG.

Parcel No. 16-35-481-015

BEG W 280 FT FR NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SL MER; S 0°13'44" W 575.73 FT; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); N 2°10'03" E 295.95 FT; N 0°13'44" E 575.63 FT; E 18 FT TO BEG.

Parcel No. 16-35-481-017

BEG W 280 FT & S 0°13'44" W 575.73 FT FR THE NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E); N 89°38'15" E 69.24 FT; SW'LY ALG 1847.86 FT RADIUS CURVE TOR, 60.96 FT (CHD S 14°02'03" W); W 187.45 FT; N 2°10'03" E 130.67 FT TO BEG.

Current UDOT Parcels:

Parcel No. 16-35-481-012

BEG N 1320 FT & W 298 FT FR SE COR SEC 35, T1S, R1E, SLM; W 62 FT; N 80 FT; E 61.84 FT M OR L; S 80 FT TO BEG.

Parcel No. 16-35-481-016

BEG N 1320 FT M OR L & W 214.5 FT FR SE COR SEC 35, T1S, R1E, SLM; W 141 FT M OR L TO EAST LINE STATE ROAD; S 613 FT M OR L; S'LY ALG A CURVE TO R 470.8 FT; S 34°28'44" E 85.09 FT; NE'LY ALG A CURVE TO R 110 FT M OR L TO A PT S FR PT OF BEG; N TO BEG. LESS & EXCEPT BEG W 356 FT M OR L & S 613 FT M OR L; SW'LY ALG A 3883.72 FT RADIUS CURVE TO R 389.60 FT (CHD S 2°52'26" W 389.43 FT) FR NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; S'LY ALG A 3883.72 FT RADIUS CURVE TO R 81.20 FT (CHD S 6° BEG N 1320 FT & W 298 FT FR SE COR SEC 35, T1S, R1E, SLM; W 62 FT; N 80 FT; E 61.84 FT M OR L; S 80 FT TO BEG 20'48" W 81.20 FT); S 34°28'44" E 20.04 FT; S 67°11'28" E 82.50 FT; NE'LY ALG A 229.82 FT RADIUS CURVE TO R 74.19 FT (CHD N 75°57'02" E 73.86 FT); NE'LY ALG A 229.82 FT RADIUS CURVE TO L 86.87 FT (CHD N 74°22'10" E 86.35 FT); N'LY ALG A 1859.86 FT RADIUS CURVE TOL 91.70 FT (CHD N 16°17'29" E 91.69 FT); W 258.95 FT TO BEG. ALSO LESS & EXCEPT BEG 50 FT W FR NE COR OF SD SE 1/4 OF SE 1/4 OF SEC 35; W 230 FT; S 00°13'44" W 575.73 FT; S'LY ALG A 1629.86 FT RADIUS CURVE TO R 297.50 FT; E'LY ALG A 150 FT RADIUS CURVE TO L 153.45 FT (CHD S 60°41'38" E 146.84 FT); E 92.12 FT; N'LY ALG A 1859.86 FT RADIUS CURVE TO L 368.55 FT (CHD N 06°05'15" E 367.95 FT); N 00°13'44" E 577.37 FT TO BEG. 2.20 AC M OR L. ALSO LESS BEG W 280 FT FR NE COR OF THESE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SL MER; S 0°13'44" W 575.73 FT; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); N 2°10'03" E 295.95 FT; N 0°13'44" E 575.63 FT; E 18 FT TO BEG. ALSO LESS & EXCEPT BEG W 280 FT & S 0°13'44" W 575.73 FT FR THE NE COR OF SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W); SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E); N 89°38'15" E 69.24

FT; SW'LY ALG 1847.86 FT RADIUS CURVE TO R, 60.96 FT (CHD S 14°02'03" W); W 187.45 FT; N 2°10'03" E 130.67 FT TO BEG.

Parcel No. 16-35-481-018

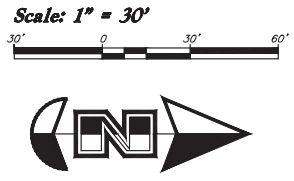
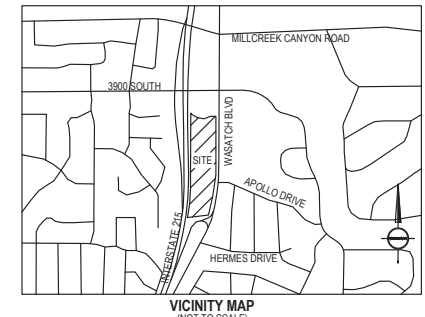
BEG W 280 FT & S 0°13'44" W 575.73 & SW'LY ALG 1629.86 FT RADIUS CURVE TO R, 297.50 FT (CHD S 5°38'22" W) & SE'LY ALG 150 FT RADIUS CURVE TO L, 153.40 FT (CHD S 60°41'38" E) & N 89°38'15" E 69.24 FT FR THE NE COR OF THE SE 1/4 OF SE 1/4 OF SEC 35, T1S, R1E, SLM; N 89°38'15" E 22.88 FT; SW'LY ALG 1859.86 FT RADIUS CURVE TO R, 65 FT M OR L (CHD S 6°05'15" W); W 12.5 FT M OR L; NE'LY ALG 1847.86 FT RADIUS CURVE TO L, 60.96 FT (CHD N 14°02'03" E) TO BEG.

Exhibit B
(Preliminary Site Plan and Preliminary Subdivision Plat)

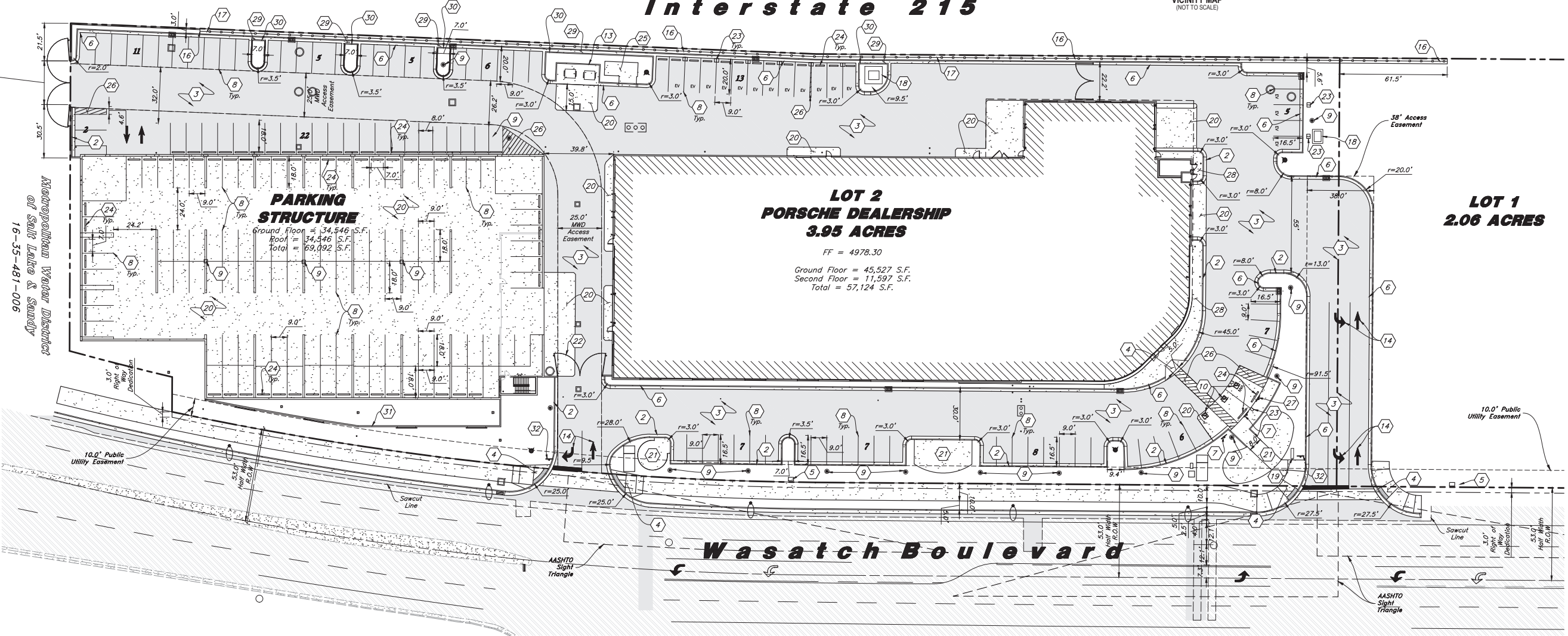
Site Data:
Pre-dedication (Area)
 Lot 2 Area = 174,241 s.f. (4.00 ac.)
 Lot 1 Area = 91,143 s.f. (2.09 ac.)
Post-dedication (Area)
 Lot 2 Area = 172,251 s.f. (3.954 ac.)
 Lot 1 Area = 89,952 s.f. (2.065 ac.)

Landscape Area
 Onsite Landscape Area = 17,196 s.f.
 Porsche Offsite Landscape Area = 3,030 s.f.
 Undeveloped Lot Offsite Landscape Area = 1,658 s.f.

Parking Information
 Service & Employee Parking = 75
 Inventory Parking = 106
 Display Parking = 30
 Customer Parking = 18
 ADA Parking = 3
 EV Parking = 18



Interstate 215



- General Site Notes:**
- All dimensions are to back of curb unless otherwise noted.
 - Fire lane markings and signs to be installed as directed by the Fire Marshal.
 - Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
 - Const. curb transition at all points where curb abuts sidewalk, see detail.
 - Contractor shall place asphalt paving in the direction of vehicle travel where possible.

- Millcreek City Notes:**
- All ROW improvements will be completed per Millcreek and APWA standards.
 - Prior to any construction a land disturbance permit is to be obtained at <https://millcreekutah.portal.iworq.net/portalhome/millcreekutah>. Please contact Aaron Roberts at aroberts@millcreek.us with questions.
 - Prior to any work being done in Millcreek's Right Of Way an Excavation / Encroachment Permit needs to be obtained at <https://millcreek.us/436/Public-Works-Permits>. Please contact Kalie Boska at kboska@millcreek.us with questions.
 - A separate permit is required for the monument sign

- Site Plan Keynotes:**
- Const. Rolled Catch Curb & Gutter (24 C4.3)
 - Const. Rolled Spill Curb & Gutter (24 C4.3)
 - Const. Onsite Asphalt Paving (2 C4.1)
 - Const. ADA Ramp per Millcreek City Standards (34 C4.5, 33 C4.5)
 - RMP Sectionalizer (Refer Rocky Mountain Power Plans)
 - Const. Catch Style Curb & Gutter (25 C4.3)
 - Const. Accessible ADA Sign (22 C4.1)
 - Const. 4" White Paint Stripe (Typ.), 2 Coats
 - Const. Light Pole and Base
 - Const. Accessible Striping Detail w/ Painted ADA Parking Symbol Detail (21 C4.3)
 - Sawcut; Provide Smooth Clean Edge
 - Conn. & Match Existing Improvements
 - Const. Trash Enclosure, Concrete Pad, and Bollards (See Arch. Plans for Enclosure and Structural Plans for Interior Concrete Pad)
 - Const. Directional Arrows per MUTCD City Standards
 - Const. Curb Transition
 - Const. Verti-block Retaining Wall (Refer Retaining Wall Design Plans)
 - Const. Fence Post and Fence on Top of Retaining Wall (Refer Retaining Wall Design Plans)

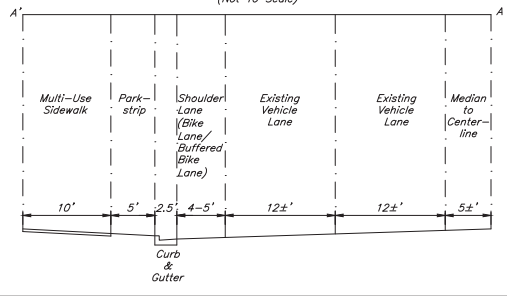
- Const. Transformer (Refer Architecture Plans)
- Const. Monument Sign (Refer Architecture Plans)
- Const. Concrete Paving (6 C4.1)
- Const. Vehicle Display Pad (6 C4.1)
- Const. Steel Gate (Refer Architecture Plans)
- Const. EV Charging Stations (Refer to Architecture Plans)
- Const. Concrete Wheel Stop (7 C4.1)
- Const. Battery Storage Facility w/ 6" Concrete Pad (See Arch. Plans for Details on Battery Storage Unit) (6 C4.1)
- Const. 4" White Striping @ 24" O.C., 2 Coats
- Const. VAN Accessible ADA Sign (22 C4.3)
- Const. Concrete Sidewalk (4 C4.1)
- Const. Thru Planter (18 C4.3)
- Const. 6" Curb Wall (23 C4.3)
- Const. Screening Wall (Refer Architecture Plans)
- Const. Stop Sign per MUTCD R1-1

- Paving Legend:**
- Proposed Concrete Paving/Sidewalk
 - Proposed Onsite Standard Duty Asphalt Paving
 - Existing Concrete
 - Existing Asphalt Paving
 - Property Line
 - Right-of-Way Dedication

Notes - Mixed Use Path:
 The mixed use path shown is conditionally approved and will need to be installed following the Millcreek Trails Master Plan once adopted. Items to be included but not limited to: thickened concrete, wayfinding signage, stamped concrete, directional arrows, or other items as directed during construction.

Construction Survey Note:
 The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Cross - Section: Mixed Use Path & Half Section of Wasatch Boulevard (Not To Scale)



Know what's below. 811
 Call 811 before you dig.
 BLUE STAKES OF UTAH
 UTILITY NOTIFICATION CENTER, INC.
 www.bluestakesofutah.com
 1-800-662-4111

REV.	DATE	DESCRIPTION

Designed by: JC
 Drafted by: AA
 Client Name: Mile High 901, LLC
 22-160 SP

2010 North Redwood Road, Salt Lake City, Utah 84116
 (801) 521-5259 - ANZEngineering.net

Site Plan
Porsche - Millcreek
 4074 South Wasatch Blvd.
 Millcreek, Utah

25 Jul, 2024
 SHEET NO.
C1.1
 BP040



Know what's below.
Call 811 before you dig.

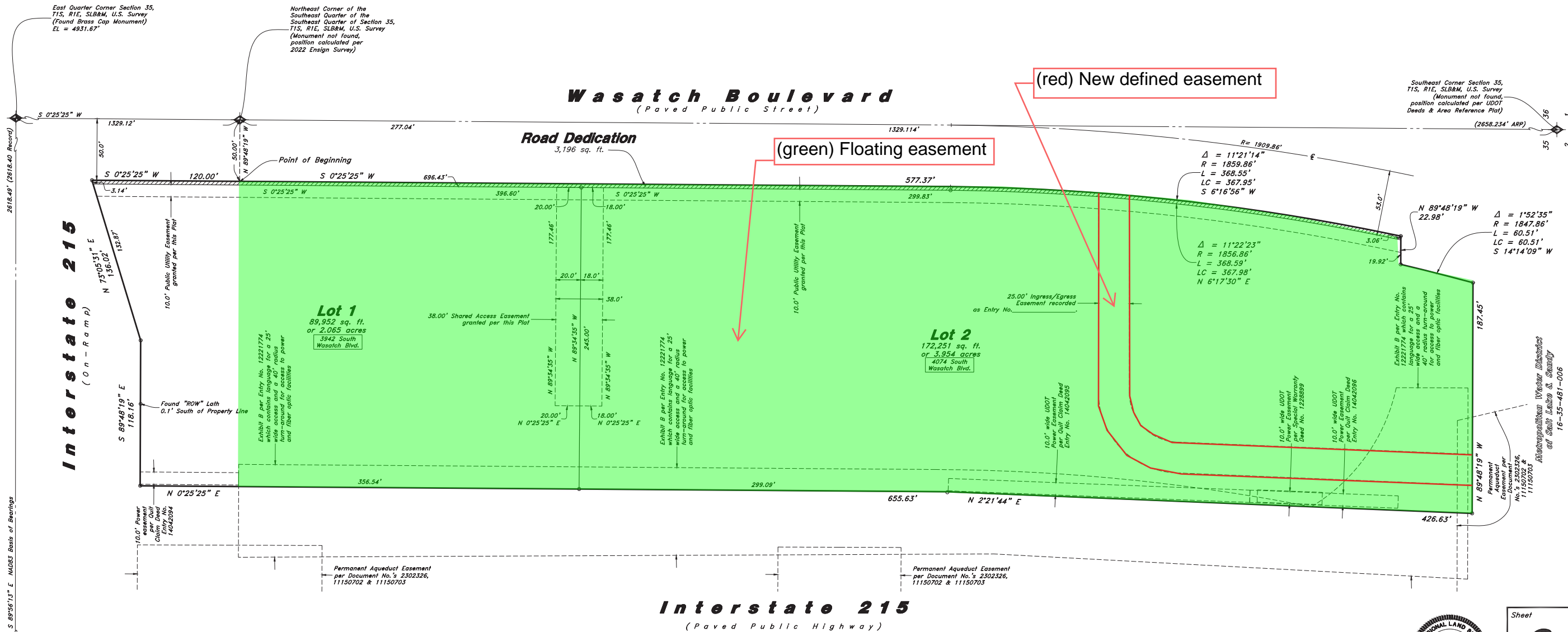
Call Bluestakes at 811 at least 48 hours prior to the commencement of any construction.

Porsche Millcreek Subdivision

A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Millcreek City, Salt Lake County, Utah
2024



Scale: 1" = 40'



Sheet
2
2
Sheets

Contacts

Owner/Developer
Mile High 901, LLC
2425 E Camelback Rd. #1155
Phoenix, Arizona 85016

Engineer & Surveyor
ANNA
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWAengineering.net

Porsche Millcreek Subdivision
A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Millcreek City, Salt Lake County, Utah

Sheet 2 of 2

Salt Lake County Recorder

Recorded # _____

Slate of Utah, County of Salt Lake, recorded and filed at the request of _____

Date _____ Time _____ Book _____ Page _____

Fee \$ _____ Deputy, Salt Lake County Recorder

Agenda Item: Consider approval of Cottonwood Heights City agreements for SLAR discharge and easements

Objective: Seek approval to enter into an Easement Agreement and a Blowoff Agreement with Cottonwood Heights City.

Background: The Cottonwoods Connection project is being constructed entirely within Cottonwood Heights City. The District and city entered into a streets agreement in early 2024 to describe how the District and city would work through construction within public right of way.

Easement Agreement

The city owns a piece of property in fee simple that is not part of the public right of way, and through which the District must acquire an easement. Additionally, the city holds a dedicated road right of way that is not currently occupied by a road. The District must enter into an Easement Agreement for the former property, and desires to have more specific rights for the latter, and the city is open to granting that easement and those rights insofar as they are able.

Because the Easement Agreement differs from the standard form used for other recent acquisitions, staff desires to bring this agreement to the board for consideration.

Blowoff Agreement

The Salt Lake Aqueduct Replacement (SLAR) was constructed to mirror turnouts and blowoffs (drains) currently on the SLA. Five blowoffs on the SLAR will discharge water into the city's storm drain system. The District and city desire an agreement to describe construction and future use of the blowoffs, including providing advance notice to the city of their use.

Both documents have been reviewed by the city. The form of the Blowoff Agreement has been approved by District and city staff. The Easement Agreement is mostly ready, with minor resolution needed regarding uses by a third party. Both documents will require approval by the Cottonwood Heights City Council in addition to the District's Board of Trustees.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board to enter into the Easement Agreement and Blowoff Agreement with Cottonwood Heights City, with authority granted the District's General Manager and counsel to address minor changes to the form as determined to be in the District's best interest.

Attachment:

- Easement Agreement
- Blowoff Agreement

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

**Salt Lake County Parcel No. 22354510080000 &
June 15, 1970, Plat recorded on January 6, 1972,
as #2430631, Book RR, Page 50 in the Office of the
Salt Lake County Recorder**

EASEMENT AGREEMENT

This Easement Agreement (Agreement) is entered into by the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah metropolitan water district (the District), and the city of COTTONWOOD HEIGHTS (Landowner).

AGREEMENT PURPOSES

Landowner holds fee title to the following tract of land in Cottonwood Heights, Salt Lake County, Utah:

BEG S 0°05' W 210 FT FR NE COR OF SW 1/4 OF SE 1/4 SEC 35, T 2S, R 1E,
SLM; S 0°05' W 294.8 FT; N 89°44' W 20 FT; N 10° 35' W 275.136 FT; N 71°08'
E 75 FT TO BEG. 0.30 AC M OR L.

This tract of land has a street address of 8465 S Danish Road, Cottonwood Heights, Utah, and has been assigned by Salt Lake County the parcel number of 22354510080000.

Landowner is also the record owner of the following tract of land in Cottonwood Heights, Salt Lake County, Utah, which was dedicated to Salt Lake County as a public road by plat dated June 15, 1970, recorded on January 6, 1972, as #2430631, Book RR, Page 50 in the Office of the Salt Lake County Recorder:

COMMENCING AT A POINT WHICH IS 1184.06 FEET N 9°54'10" W AND S 05°26'00" E, 283.71 FEET SECTION 2 TOWNSHIP 3 S RANGE 1 E SLBM, THENCE E 30.13 FEET, THENCE S 5°26'00" E 903.95 FEET TO THE POINT OF 370' CURVE TO THE LEFT (BEARING N 84°34' E), THENCE ALONG THE ARC OF SAID CURVE 156.38 FEET, THENCE S 29°39'00" E 60.04 FEET, THENCE S 121.28 FEET, THENCE N 29°39'00" W 165.44 FEET TO THE POINT OF 430' CURVE TO THE RIGHT (BEARING N 60°21' E), THENCE ALONG THE ARC OF SAID CURVE 181.74 FEET, THENCE N 5°6'00" W 909.66 FEET, THENCE E 30.13 FEET TO THE POINT OF BEGINNING.

Much of this tract of land is currently being utilized for Danish Road and related improvements, while a portion of this tract of land has not yet been put to use as a public street.

Together, these two tracts of land are referred to as the Parcels.

The District is constructing the Cottonwoods Connection project (the Project), which includes large water pipelines (with associated improvements) that will reach from a point near the mouth of Big Cottonwood Canyon to the District's Little Cottonwood Water Treatment Plant located near Little Cottonwood Creek. The Project includes an aqueduct being referred to as the Salt Lake Aqueduct Replacement (SLAR) that will mostly be constructed parallel to and relatively near the existing Salt Lake Aqueduct (SLA). The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA. For the most part, the SLAR will be constructed in existing easements that allow the District to construct, own, operate, repair, and replace the SLA.

A portion of the SLAR will be constructed across the Parcels. The District has requested a permanent easement for the SLAR across a portion of the Parcels from Landowner.

For good and valuable consideration, the sufficiency and receipt of which is acknowledged by Landowner has agreed to convey to the District a permanent easement across a portion of the Parcels for the SLAR, all as more particularly described below.

AGREEMENT TERMS

1. Conveyance of Permanent SLAR Easement. Landowner hereby conveys and warrants only against all who claim by or through Landowner, to the District a perpetual easement for the survey, planning, layout, construction, use, operation, inspection, maintenance, repair, replacement, and improvement of the SLAR, or its replacement or replacements, and related improvements on, over, under, and through the following described land located in Cottonwood Heights, Salt Lake County, State of Utah (the Easement):

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE COTTONWOOD HEIGHTS, A UTAH MUNICIPAL CORPORATION (GRANTOR) PROPERTY, APN 22-35-451-008, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1318.89 FEET AND NORTH 00°19'51" EAST 989.48 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35; AND RUNNING THENCE NORTH 05°11'15" WEST 126.68 FEET TO THE NORTH LINE OF SAID GRANTOR'S PROPERTY; THENCE ALONG SAID NORTH LINE NORTH 71°26'17" EAST 12.95 FEET TO THE NORTHEAST CORNER OF SAID GRANTOR'S PROPERTY; THENCE SOUTH 00°21'45" WEST 130.29 FEET ALONG THE EAST LINE OF SAID GRANTOR'S PROPERTY TO THE POINT OF BEGINNING.

CONTAINS 798 SQUARE FEET OR 0.018 ACRE, MORE OR LESS.

AND

BEGINNING AT A POINT ON THE NORTH LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1155.73 FEET AND SOUTH 00°19'51" WEST 282.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2; AND RUNNING THENCE SOUTH 05°11'04" EAST 378.44 FEET TO THE NORTH RIGHT OF WAY LINE OF HIDDEN OAKS DRIVE;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°29'21" WEST 5.82 FEET; THENCE NORTH 19°12'21" WEST 78.06 FEET TO THE SOUTHERLY CORNER OF SALT LAKE COUNTY PARCEL 28-02-226-041; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL AND EASTERLY LINES OF DAVID K. RICHARDS PARCELS 28-02-226-040 AND 28-02-226-039, AND ROBERT WAHLEN FAMILY TRUST PARCEL 28-0-205-060 THE FOLLOWING TWO (2) COURSES: 1) NORTH 07°15'21" WEST 268.66 FEET; THENCE 2) NORTH 00°10'39" EAST 36.72 FEET TO THE SOUTH LINE OF ROBERT WAHLEN FAMILY TRUST PARCEL 28-02-226-001; THENCE ALONG SAID SOUTH LINE SOUTH 89°48'13" EAST 31.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,244 SQUARE FEET OR 0.235 ACRE, MORE OR LESS.

The approximate location of the Easement is shown in Exhibit A, attached.

2. Landowner's Use of Land Subject to the Easement.

(a) Landowner may utilize the land that is subject to the Easement for public street purposes, including pavement, curb, gutter, sidewalk, street lighting, inlet boxes and other storm drainage facilities, traffic control devices, landscaping, and any other incidental utilities or street- or stormwater-related facilities ("Public Street Improvements"). Landowner also may utilize the land that is subject to the easement for Landowner's own buried utility purposes ("Landowner's Buried Utilities"), if any, and in compliance with standard best practices for separation of buried utilities.

i. Landowner's use of the land that is subject to the Easement for Public Street Improvements is permissible provided that lateral support for the SLAR is maintained and the integrity, safety, and accessibility of the SLAR is not materially compromised by the Public Street Improvements. In that regard, (A) if the Public Street Improvements are vertically separated from the top of the SLAR pipeline by at least 18 inches, then such improvements shall be deemed to not materially compromise the lateral support or the integrity, safety, and accessibility of the SLAR, and (ii) if the Public Street Improvements are vertically separated from the top of the SLAR pipeline by less than 18 inches, then the burden shall be on Landowner to reasonably establish that such improvements do not materially compromise the lateral support or the integrity, safety, and accessibility of the SLAR.

ii. Landowner's Buried Utilities must maintain a minimum of 18 inches vertical separation from the SLAR (either above or below the SLAR), incorporate cathodic protection measures as needed, and otherwise meet all applicable requirements and best practices for the buried utility, including, but not limited to, the Utah Code and Utah Administrative Code, American Water Works Association standards, Cottonwood Heights Code, and other applicable

standards. Landowner's Buried Utilities that meet these requirements shall be deemed to not materially compromise the lateral support or the integrity, safety, and accessibility of the SLAR.

iii. Trees and similar vegetation that may grow above six feet tall or include a large underground root system that poses material risk to the SLAR are not allowed within 20 horizontal feet of the SLAR. Landowner is not obligated to incur cost to remove any non-conforming landscaping that it did not plant/install.

(b) In addition to use of the land that is subject to the Easement for Public Street Improvements or Landowner's Buried Utilities as provided in Paragraph 2(a) above, Landowner may utilize the land or remaining portion of the land that is subject to the Easement for the following:

i. landscaping, including edging, gardening, planter boxes, free-sitting pavers, organic or gravel mulch, shrubs less than six feet tall when mature (provided that a drivable path along the Easement is available for District to access and inspect the SLAR and its associated structures), landscape rock no greater than 36 inches in any direction, irrigation systems with a quickly accessible shutoff valve outside the Easement, and turf;

ii. above-ground trampolines, swing sets, and similar play sets, and picnic chairs and tables that can be quickly removed without excavation and without mechanized equipment;

iii. non-masonry fencing, so long as the fencing provides reasonable and efficient access to the Easement, including gates to allow access to any portion of the Easement that is not otherwise accessible. If the gate is to be locked, it shall have the ability to install a District lock for District access;

iv. unreinforced concrete, asphalt or other unreinforced paving or flatwork;

v. not more than one shed for gardening or storage. The shed shall be no larger than 120 square feet in footprint, constructed on skids, without attachment to the ground or utilities, and capable of being dragged off the Easement with not more than a small mini excavator; and

vi. buried utilities, so long as any new crossing of the Easement is perpendicular to the SLAR at 90 degrees whenever practicable and not less than 60 degrees, maintains at least 18 inches of clearance from the SLAR, and has a metallic location strip. Any metal pipe or high voltage power lines in close proximity to the SLAR must have appropriate corrosion protection measures that provide protection of the SLAR.

Landowner shall not place any other structures or improvements of any nature within the Easement or make any material changes to the ground elevation within the Easement without the prior written consent of the District, which consent shall not be withheld unless, in the District's good faith judgment, the proposed structure, improvement, or ground elevation change may present material risk to the SLAR, or may make the District's enjoyment of the Easement materially more expensive or time consuming. Overhangs, footings, and foundations are prohibited.

Upon notice from the District that is reasonable under the circumstances, Landowner shall remove any above-ground trampolines, swing sets, and similar play sets; picnic chairs and tables; and shed from the Easement. Landowner shall be responsible for storing such improvements outside of the Easement during the District's work within the Easement. In the event Landowner does not remove such improvements within the time identified by the District, the District or its contractors may do so. The District or its contractors shall have no obligation to maintain or store the improvements or restore them on the Parcels following the work, and shall not be liable for any damages associated with the removal of such improvements.

All uses of the land subject to the Easement shall be consistent with all applicable federal, state, and local statutes, regulations, ordinances, and common law.

No hazardous substances or substances of concern as defined by any applicable federal, state, or local statute, rule, or ordinance shall be stored on the land subject to the Easement. The use of such substances on or in close proximity to the land subject to the Easement shall be consistent with the manufacturer's instructions.

Landowner shall act reasonably to prevent the violation of these requirements by guests, family members, tenants, lessees, agents, employees, contractors, and others allowed to use the Parcel.

This Paragraph 2(b) applies only to the extent that Landowner does not utilize the land that is subject to the Easement solely for Public Street Improvements or Landowner's Buried Utilities; Landowner's use of the land that is subject to the Easement solely for Public Street Improvements and/or Landowner's Buried Utilities is governed by Paragraph 2(a).

3. The District's Right to Correct.

(a) The District shall have the right to remove, haul off, and discard or destroy any use, structure, or improvement not expressly allowed under the terms of this Agreement if Landowner fails to do so after notice of non-conformity for a period of time that is reasonable under the circumstances (not to exceed 30 days). Landowner shall reimburse the District for all reasonable costs of any such removal, hauling off, and disposition as provided in Paragraph 5. Landowner is not obligated to reimburse the District for any such costs attributable to structures, landscaping, or improvements not installed by Landowner.

(b) Should Landowner exercise its right to permit use of Landowner's property encumbered by the Easement by a third party, Landowner shall notify the third party of its obligations under this agreement and cause the third party to coordinate with the District and to accept said obligations, including the costs of removal and restoration associated with District's exercise of the Easement.

4. The District's Restoration Obligations. In the event use of the Easement by the District or its employees or contractors causes material damage to the land subject to the Easement, the District shall, at its sole expense:

(a) if the land subject to the Easement is being used for Public Street Improvements, restore those improvements as provided in Utah Code Section 17B-1-103(2)(p).

- (b) if the land subject to the Easement is being used for other purposes:
 - i. refill and reshape and compact as reasonable all excavations;
 - ii. remove excess materials; sort, grade, and replace topsoil;
 - iii. restore any Landowner landscaping (except that plants, including shrubs, may be immature and a similar, not necessarily the same, genus and species), irrigation systems, flatwork, fencing, walkways, driveways, mailbox, and utilities in the affected area that are consistent with this Agreement to a reasonably similar pre-work condition at District's sole expense;
 - iv. if the land subject to the Easement has not been developed by Landowner, reseed consisting of hand-broadcasting native grass seed, and
 - v. restore any other Landowner structures or improvements that were previously approved in writing by the District, consistent with the terms of the written approvals for the same.

Such restoration by the District shall be performed reasonably promptly as weather allows such work to be accomplished efficiently.

5. Reimbursement of the District. In the event that Landowner is required to reimburse the District for costs pursuant to this Agreement, Landowner shall reimburse the District for all costs reasonably incurred by the District within 90 days of mailing of an itemized invoice from the District for such costs. After 90 days following mailing of an invoice, all amounts due to the District will accrue interest at a rate of 10% annually, compounded annually. If any amounts remain payable to the District after 120 days following mailing of an invoice, the District may perfect a lien on the Parcel for the amounts owed the District, together with interest and costs of foreclosure, by making a reasonable attempt to contact Landowner to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. The District will mail a copy of the recorded Notice of Lien to Landowner. Such a lien may be foreclosed in the same manner as a mortgage.

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

To the District:

Metropolitan Water District of
Salt Lake & Sandy
ATTN: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093

To Landowner:

Cottonwood Heights
ATTN: Public Works Director
2277 Bengal Blvd.
Cottonwood Heights, UT 84121

7. General.

(a) Specific Performance. The parties are entitled to the remedies of specific performance and/or injunctive relief for any breach of this Agreement that is not cured after notice of breach that is reasonable under the circumstances.

(b) Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both parties.

(c) Authority. Persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing. Landowner represents and warrants that, to Landowner's current actual knowledge, it is the only owner of the Parcels, that no other person or entity claims any ownership interest in or to the Parcels, that it is duly authorized and empowered to sign this Agreement as it impacts the Parcels, and that no signature of any other person or entity is necessary to make this Agreement fully effective.

(d) Agreement binding on successors and 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 Landowner under this Agreement shall run with the Parcels and any portion thereof.

(e) Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

(f) No Impact to the Rights of Thirds Parties, if Any. Nothing in this Agreement is intended to, or should be interpreted to, affect the existing rights of third parties, if any, relating to the Parcels.

(g) No Intended Third Party Beneficiaries. Nothing in this Agreement is intended to benefit third parties or give them any interests, rights, claims, or causes of action.

(h) Entire Agreement. This Agreement contains the entire agreement of the parties regarding the Easement as it may impact the Parcels, and this Agreement supersedes all prior agreements, negotiations, and understandings between the parties regarding that topic.

(i) Existing SLA Easement. Any existing SLA easement that may impact the Parcels is not intended to be modified in any respect.

(j) Counterparts. This Agreement may be executed in counterparts.

DATED this ___ day of _____, 2024.

DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

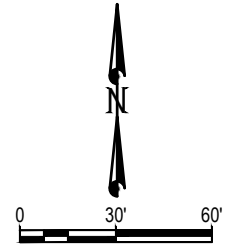
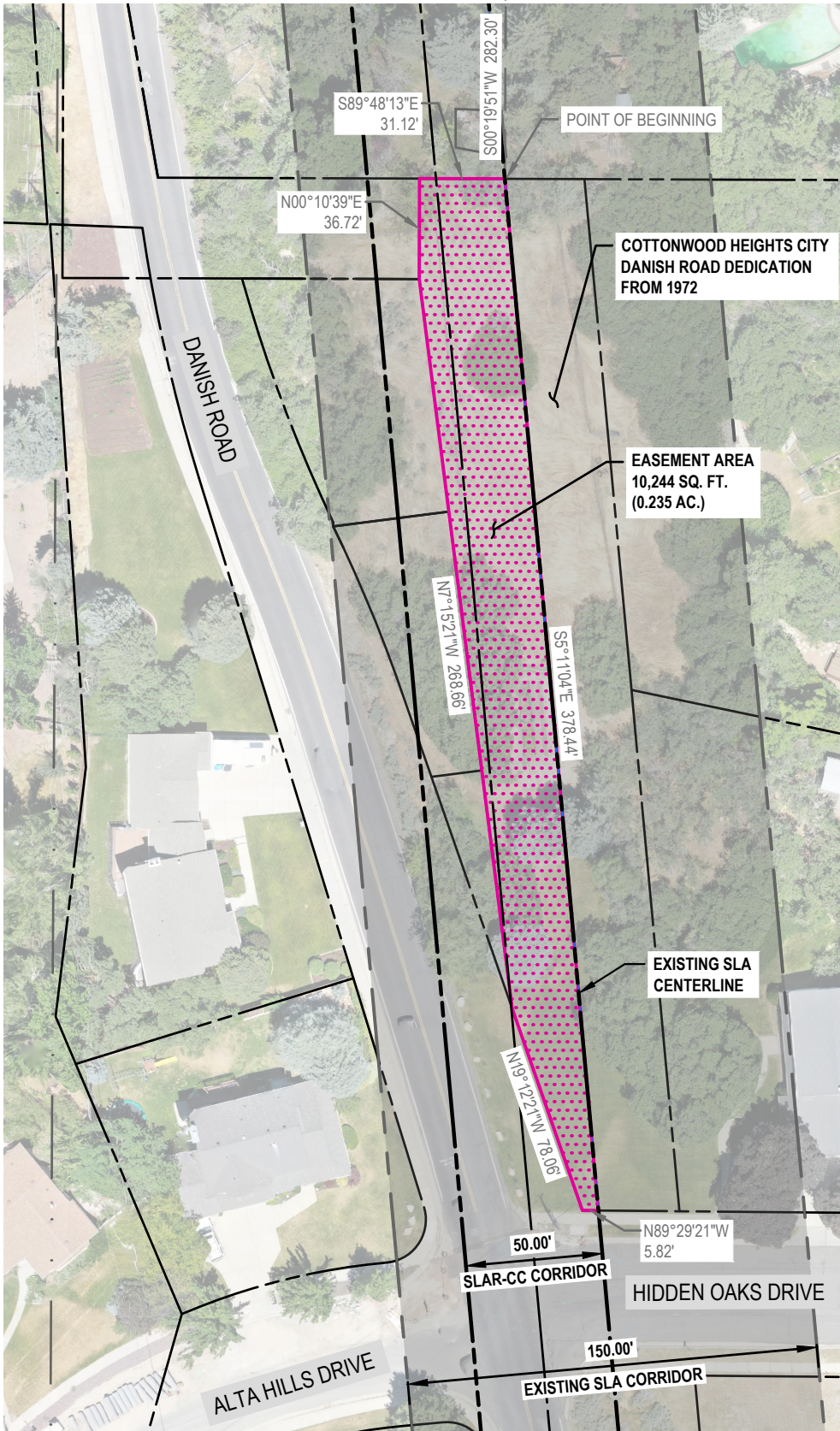
By: _____
Annalee Munsey, General Manager

EXHIBIT A
(Easement)

N. 1/4 COR. SEC. 2
T.3S. R.1E. SLB&M
FND. BRASS CAP

NE COR. SEC. 2
T.3S. R.1E. SLB&M
FND. BRASS CAP

N89°40'09"W 2638.87'
1155.73'



EASEMENT DESCRIPTION

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE COTTONWOOD HEIGHTS CITY (GRANTOR) PROPERTY KNOWN AS THE DANISH ROAD DEDICATION FOR SEGMENT OF NEW ALIGNMENT, DESCRIBED IN A DEDICATION PLAT, ENTRY NO. 2430631, DATED JANUARY 6, 1972, SALT LAKE COUNTY RECORDS, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1155.73 FEET AND SOUTH 00°19'51" WEST 282.30 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 2; AND RUNNING THENCE SOUTH 05°11'04" EAST 378.44 FEET TO THE NORTH RIGHT OF WAY LINE OF HIDDEN OAKS DRIVE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°29'21" WEST 5.82 FEET; THENCE NORTH 19°12'21" WEST 78.06 FEET TO THE SOUTHERLY CORNER OF SALT LAKE COUNTY PARCEL 28-02-226-041; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL AND EASTERLY LINES OF DAVID K. RICHARDS PARCELS 28-02-226-040 AND 28-02-226-039, AND ROBERT WAHLEN FAMILY TRUST PARCEL 28-0-205-060 THE FOLLOWING TWO (2) COURSES: 1) NORTH 07°15'21" WEST 268.66 FEET; THENCE 2) NORTH 00°10'39" EAST 36.72 FEET TO THE SOUTH LINE OF ROBERT WAHLEN FAMILY TRUST PARCEL 28-02-226-001; THENCE ALONG SAID SOUTH LINE SOUTH 89°48'13" EAST 31.12 FEET TO THE POINT OF BEGINNING.

CONTAINS 10,244 SQUARE FEET OR 0.235 ACRE, MORE OR LESS.

S00°21'20"W 2608.36'

E. 1/4 COR. SEC. 2
T.3S. R.1E. SLB&M
FND. BRASS CAP

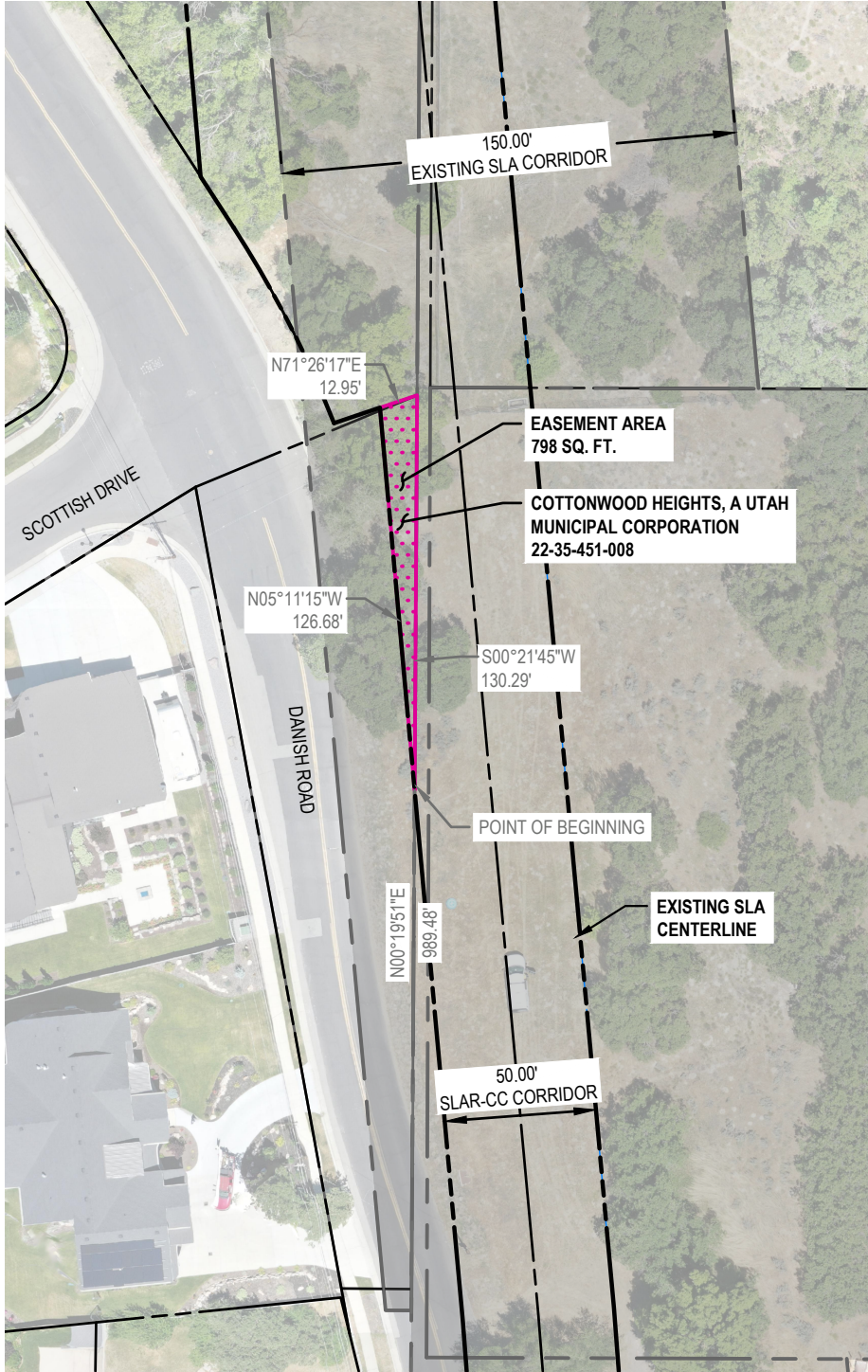
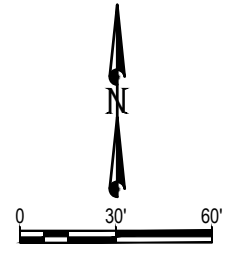
LEGEND	
SLA	EXISTING SALT LAKE AQUEDUCT
SLAR-CC	NEW SALT LAKE AQUEDUCT REPLACEMENT - COTTONWOODS CONNECTION PIPELINE
- - - - -	PROPERTY BOUNDARY
	SLA CORRIDOR
	SLA APPROXIMATE CENTERLINE
	SLAR-CC CORRIDOR
	SLAR-CC APPROXIMATE CENTERLINE
	REQUIRED PERMANENT EASEMENT
	REQUIRED TEMPORARY EASEMENT (NOT APPLICABLE)

CRS ENGINEERS
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METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
SLAR-CC EASEMENT
PORTION OF DANISH ROAD DEDICATION
COTTONWOOD HEIGHTS CITY
8600 +/- SOUTH DANISH ROAD
COTTONWOOD HEIGHTS, UTAH

PROJECT NUMBER		2022-0037	
SHEET	1	OF	1
SHEET NUMBER			
EXHIBIT A			

E. 1/4 COR. SEC. 35
T.2S. R.1E. SLB&M
FND. BRASS CAP



COTTONWOOD HEIGHTS, A UTAH MUNICIPAL CORPORATION EASEMENT DESCRIPTION

A PORTION OF A FIFTY FOOT WIDE PERPETUAL EASEMENT FOR A WATERLINE LYING WITHIN THE EXISTING METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY AQUEDUCT EASEMENT AND BEING A PORTION OF THE COTTONWOOD HEIGHTS, A UTAH MUNICIPAL CORPORATION (GRANTOR) PROPERTY, APN 22-35-451-008, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE GRANTOR'S PROPERTY, WHICH POINT LIES NORTH 89°40'09" WEST ALONG THE SECTION LINE 1318.89 FEET AND NORTH 00°19'51" EAST 989.48 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 35; AND RUNNING THENCE NORTH 05°11'15" WEST 126.68 FEET TO THE NORTH LINE OF SAID GRANTOR'S PROPERTY; THENCE ALONG SAID NORTH LINE NORTH 71°26'17" EAST 12.95 FEET TO THE NORTHEAST CORNER OF SAID GRANTOR'S PROPERTY; THENCE SOUTH 00°21'45" WEST 130.29 FEET ALONG THE EAST LINE OF SAID GRANTOR'S PROPERTY TO THE POINT OF BEGINNING.

CONTAINS 798 SQUARE FEET OR 0.018 ACRE, MORE OR LESS.

S00°25'15"W 2648.64'

LEGEND	
SLA	EXISTING SALT LAKE AQUEDUCT
SLAR-CC	NEW SALT LAKE AQUEDUCT REPLACEMENT - COTTONWOODS CONNECTION PIPELINE
---	PROPERTY BOUNDARY
[Grey Box]	SLA CORRIDOR
[Blue Dashed Line]	SLA APPROXIMATE CENTERLINE
[White Box]	SLAR-CC CORRIDOR
[Black Dashed Line]	SLAR-CC APPROXIMATE CENTERLINE
[Pink Dotted Box]	REQUIRED PERMANENT EASEMENT
[Yellow Hatched Box]	REQUIRED TEMPORARY EASEMENT (NOT APPLICABLE)

S. 1/4 COR. SEC. 35
T.2S. R.1E. SLB&M
FND. BRASS CAP

SE COR. SEC. 35
T.2S. R.1E. SLB&M
FND. BRASS CAP

1318.89'
N89°40'09"W 2638.87'

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY
SLAR-CC EASEMENT
APN 22-35-451-008
COTTONWOOD HEIGHTS, A UTAH MUNICIPAL CORPORATION
8465 SOUTH DANISH ROAD
COTTONWOOD HEIGHTS, UTAH

PROJECT NUMBER		2022-0037	
SHEET	OF	1	1
SHEET NUMBER			
EXHIBIT A		BP054	

BLOWOFF AGREEMENT

METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY AND COTTONWOOD HEIGHTS CITY

This Blowoff Agreement (Agreement) is effective upon the execution by both Parties and is entered into by and among Metropolitan Water District of Salt Lake & Sandy (District) and the city of Cottonwood Heights (City).

PURPOSES

The District is a Metropolitan Water District, a form of special district, governed by Title 17B, Chapter 1 and Chapter 2a, Part 6 of the Utah Code. The District provides an on-demand, supplemental, wholesale, treated water supply to its member cities, Salt Lake City and Sandy City.

The District owns and operates the Salt Lake Aqueduct (SLA), a portion of which is located within City. The SLA was constructed between 1939 and 1951. It predates City's incorporation in 2006.

The SLA currently has five blowoffs located within City:

- i. Station 1791+58.5 east of the intersection of Danish Springs Cove and Danish Road,
- ii. Station 1822+09.1 near the intersection of Creek Road and Oak Hills Circle,
- iii. Station 1858+48.3 on Kingston Street south of the 10 Million Gallon (MG) Reservoir,
- iv. Station 1895+20 on Big Cottonwood Creek north of Canyon Creek Drive, and
- v. Station 1911+67 east of Wasatch Boulevard.

Several of these blowoffs previously discharged into irrigation ditches. In light of urbanization, all but the blowoff at Station 1895+20 now discharge into what is now the City storm drain system. The blowoff at Station 1895+20 discharges directly into Big Cottonwood Creek.

The District is underway on the Cottonwoods Connection Project (the District Project), which includes construction of large water pipelines and associated improvements that will reach from a point near Salt Lake City's Big Cottonwood Water Treatment Plant (BCWTP), located near the mouth of Big Cottonwood Canyon, to the District's Little Cottonwood Water Treatment Plant (LCWTP), located near Little Cottonwood Creek. The District Project includes the Salt Lake Aqueduct Replacement (SLAR), which will reach between the north side of the intersection of

Fort Union Boulevard and Nutree Drive (approximately 3300 East) and the north end of the LCWTP site. The SLAR will mostly be constructed parallel to and relatively near the existing SLA. The SLAR will eventually function in conjunction with the existing SLA; it will not actually completely replace the SLA.

As part of the District Project, District is constructing the following blowoffs on the SLAR:

- i. Station 40+75, which corresponds to Station 1791+58.5 of the SLA;
- ii. Station 71+10, which corresponds to Station 1822+09.1 of the SLA;
- iii. Station 107+94, which corresponds to Station 1858+48.3 of the SLA; and
- iv. Station 138+25, which is located north of Fort Union Boulevard across from Nutree Drive.

These blowoffs will be constructed to discharge directly into the City storm drain system. With the exception of the blowoff at Station 138+25, the new SLAR blow-offs will be tied into the existing corresponding SLA blowoff connection to the City's storm drain. The blowoff at Station 138+25 may also be used to drain Cottonwood Conduit Reach 1, a 36-inch diameter pipe that connects with the SLAR.

The above-described blowoffs, as modified or constructed through the District Project, are referred to collectively as the Blowoffs.

The District Project presents an opportunity for the Parties to memorialize and detail District's discharge of water from the Blowoffs into the City storm drain system. The Parties have agreed District may discharge water from the SLA and SLAR Blowoffs as stated in this Agreement.

TERMS

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Discharge of Water from the Blowoffs. The operation and maintenance of the SLA and SLAR will require periodic discharge of water from the Blowoffs. Except in the event of an emergency or reasonably unforeseeable circumstances, District will inform City at least one week prior to discharging any water from the Blowoffs. District will inform City by email (with confirmation via U.S. mail) of the location, time and date, anticipated flow rate, and duration of the discharge. In the event of an emergency or reasonably unforeseen discharge during regular business hours, the Cottonwood Heights Public Works Department will be notified within one-

half-hour from the time the discharge is commenced. Otherwise, notice of emergency or unforeseen discharges shall be provided as reasonable under the circumstances.

With the exception of the Blowoff located at SLA Station 1895+20, which discharges directly to Big Cottonwood Creek, the discharge from any one Blowoff shall not exceed 4 cubic feet per second (cfs). The District may request in writing to the City to increase discharge above 4 cfs. The City may, as capacity in the storm drain system permits, approve in writing increased discharge on a case-by-case basis.

2. Restoration of Damaged Streets and Related Improvements. In the event the District's discharge of water from a Blowoff damages the City street surfaces or related City improvements, District will restore the street surface or related improvements to the condition prior to the discharge.

3. Indemnity. The District shall indemnify the City, its officers, employees, and agents from all costs, damages, and liabilities caused by the negligence or other fault of the District or its officers, employees, agents, or contractors concerning discharge of water from the Blowoffs under this Agreement. The described duty to indemnify is not intended to run to the benefit of any City liability insurer to the extent such insurer would be responsible for defense costs or indemnity. The described duty to defend does not apply to any costs, damages, or liabilities caused by the negligence or other fault of the City, its officers, employees, agents, or contractors.

4. Remedies.

A. Dispute resolution. In the event of a dispute regarding the subject of this agreement, the Party raising the issue will first submit the claim or dispute, in reasonable detail, to the other 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 dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah in and for Salt Lake County.

B. Right to cure. In the event of a dispute involving a material breach of this Agreement which was not resolved satisfactorily through the discussions between the District and the City, the non-defaulting Party will have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure.

C. Consequential damages. The Parties shall not be entitled to consequential damages resulting from a breach of this Agreement.

5. Notice. Unless otherwise specified, any notice required under this Agreement shall be deemed given when mailed, emailed, or delivered to:

To the District:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, UT 84093
rightsofway@mwdsls.gov

To the City:

City of Cottonwood Heights
Attn: Public Works Director
2277 Bengal Blvd
Cottonwood Heights, UT 84121
PWD@ch.utah.gov

6. General.

A. Counterparts. This Agreement may be executed in any number of counterparts, which, when executed and delivered, will be deemed to be an original, binding between the executing Parties, and all of which will together constitute one and the same instrument.

B. Warranty of Authority. All persons signing this Agreement on behalf of any entity represent and warrant that they have full authority to enter into this Agreement for and on behalf of the entity for which they are signing.

C. Changes in Writing. This Agreement and any of its terms may only be modified, waived, or terminated by a written instrument properly executed by both Parties.

D. Waiver. Any Party's failure to enforce any provision of this Agreement will not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing signed by the Party intended to benefit from the provisions.

E. No Third-Party Beneficiary. This Agreement does not create any rights for third parties.

F. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the District's discharge of water from the Blowoffs, and this Agreement supersedes all prior agreements, negotiations, and understandings between the Parties regarding that topic.

[Signature pages follow]

METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY

Annalee Munsey, General Manager

Date: _____

COTTONWOOD HEIGHTS, a Utah municipality

Michael T. Weichers, Mayor

Date: _____

Paula Melgar, City Recorder

Agenda Item: Consider approval of professional services agreement for 2025 Master Plan Update

Objective: Seek authorization to enter into a Professional Services Agreement for the 2025 Master Plan Update.

Background: The District's Master Plan of System Improvements was last updated in early 2020. Since that time, the District has completed several site-specific hazard mitigation plans, a system-wide multi-hazard assessment, a process improvement plan, and similar related documents. The District is also currently engaged in updating its Supply and Demand Study, which is expected to be finalized in late February 2025.

The 2025 Master Plan Update seeks to serve three primary purposes:

1. To summarize and bring current the recommendations from plans since 2020,
2. To set the stage for a dynamic capital improvement program, and
3. To promote cost certainty and effective planning.

A Request for Statements of Qualifications (RSOQ) was advertised on Tuesday, October 15, 2024. Proposals were due Thursday, October 31, 2024. Five SOQs were received, one each from AE2S, Bowen Collins, Hazen and Sawyer, Kimley-Horn, and Stantec. The selection committee met on November 5, 2024. The committee's recommendation to begin negotiations with Stantec Consulting Services, Inc. was approved by the General Manager.

Staff and the consultant have negotiated the attached agreement and scope in the amount of \$74,875.32. The project budget is \$75,000.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to the board to enter into a professional services agreement with Stantec Consulting Services, Inc. for \$74,875.32.

Attachments:

- Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Master Plan of System Improvements – 2025 Update

Last updated: November 18, 2024

This Professional Services Agreement (Agreement) is made and entered into this ___ day of _____, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and Stantec Consulting Services Inc., a New York corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform those services required to update the District's Master Plan of System Improvements, as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.
2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably efficient and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
4. CONTRACT PRICE. The Scope of Services described in Exhibit A for the Master Plan of System Improvements – 2025 Update is awarded on a time and materials basis not to exceed the amount of \$74,875.32. Consultant shall receive payment based on the hourly rates and expenses described in the Consultant's schedule of fees and expenses included with Exhibit A.

5. SCHEDULE OF PAYMENTS. Consultant shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to District's project name and number. District shall remit payment to Consultant within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2025.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee,

subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time by providing thirty (30) days' prior written notice. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers, Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees, and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law.

Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement. The right to audit excludes the composition of the billing rate unit prices identified in Exhibit A.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and reasonable attorneys' fees, by any of Consultant's employees, sub-consultants, or subcontractors which are not made in writing prior to acceptance

of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

Stantec Consulting Services, Inc.
Attn: Brad D. Jeppson, Senior Associate/Area Manager
2890 East Cottonwood Parkway, Suite 300
Salt Lake City, UT 84121-7283

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. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of December, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
Stantec Consulting Services Inc.

By: _____
Brad D. Jeppson, Senior Associate/Area Manager

By: _____
J. Clinton Rogers, Vice President

Exhibit A
Scope of Work

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

Last Update: August 8, 2023

Consultant 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 Consultant and all of Consultant's subconsultants and contractors 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. PROFESSIONAL LIABILITY:

- i. \$2,000,000 Per Claim
- ii. \$3,000,000 Aggregate

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, 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.

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 Consultant 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. ACCEPTABILITY OF INSURERS

Insurance 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.

D. VERIFICATION OF COVERAGE

Consultant and all of Consultant's subconsultants and contractors 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. Consultant 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 Consultant of such a change.

EXHIBIT A

Scope of Services

2025 Master Plan Update

Introduction

The Metropolitan District of Salt Lake and Sandy (District) desires to update the 2020 Master Plan to incorporate findings and recommendations from recent studies, as well as to better align the necessary capital improvements with available staff resources and funding.

The District has recently completed the following significant efforts that need to be incorporated into the 2025 Master Plan Update:

- 2023 Multi-Hazard Mitigation Study
- Supply/Demand Study Update
- Finished Water Resiliency Program
- Current Capital Improvement Plan (CIP)

One of the key challenges that must be addressed in the District's Master Plan Update is mapping out the recommended capital projects to align with the District's available funding and staffing resources.

Scope of Work

Task 1.0 – General Contract Administration/ Meetings/Project Coordination

Task 1.1 – Project Management and Coordination

Stantec will develop a comprehensive Project Management Plan (PMP) to guide a structured and efficient approach to project execution. This plan will include the following elements.

- Consultant team Organization Chart describing roles and responsibilities
- Establish a communication Plan with the District
- Summary of Deliverables
- Issue and Decision Log pre-populated with known issues, decisions, and process for resolution
- Quality Management Plan
- Bar chart schedule showing activities, milestones, and deliverables.

Stantec will coordinate and direct the activities of internal staff, following the procedures established in the PMP. Stantec will prepare monthly status reports for submittal with monthly invoices. Status reports will summarize the current and projected budget and schedule status, identify changes, and highlight potential issues that need to be proactively managed.

Task 1.2 – Kickoff and Progress Meetings

Stantec will hold a kickoff meeting with key members of the Stantec team and District Staff to review the scope of work, schedule, and to ensure that the project objectives are clearly defined and understood by all members of the team.

Progress meetings between the Stantec PM, the District PM, and other team members as necessary will be scheduled generally on a bi-weekly basis to maintain consistent communication and coordination across the Project team.

Stantec will prepare a detailed agenda for each meeting, issue meeting minutes, and maintain a decision log throughout the Project.

Task 1.0 Deliverables

- Project Management Plan
- Monthly progress reports and invoices
- Meeting agendas
- Meeting notes and action items
- Decision Log (updated for each progress meeting)

Task 1.0 Assumptions

- Kickoff meeting will be up to a 90 minute meeting held in-person with up to four (4) members of the Stantec team.
- Regular progress meetings will generally be up to 60 minutes and be held virtually (MS Teams) unless noted otherwise.

Task 2.0 – Prepare Update to Master Plan of System Improvements

This task consists of the following subtasks, as further defined below:

- Data Review
- Reconcile Capital Improvement Needs
- Master Plan Update Document Development

Task 2.1 – Data Review

The purpose of this task is to review the existing 2020 Master Plan and other recent (since 2020) documents (“background documents”) which identify additional improvements that should be considered for incorporation into the 2025 Master Plan Update. Under this task, Stantec will review the following documents provided by the District.

- 2020 Master Plan
- 2023 Multi-Hazards Assessment
- Water Supply/Demand Update

- Current CIP (including the Finished Water Resiliency Program)

Stantec will identify the following key findings and recommendations from each document:

- Identified needs (i.e., projects)
- Service-based trigger points associated with identified needs
- Estimated project costs

Potential data gaps will be identified and reviewed with the District to determine what additional information and/or assumptions are needed to move forward.

Stantec will also review the District's Cost Estimating Guidance Manual and provide high-level suggestions for updating the document.

Following the data review, Stantec will hold Workshop No. 1 to review the key findings and recommendations in the above documents and to confirm the District's constraints that will guide the development of an implementable CIP. It is understood that these constraints are well-defined and may include, but are not limited to:

- Estimated remaining service life of existing facilities (where currently defined)
- District staff availability
- Cash flow constraints
- Funding availability

Task 2.1 Deliverables

- Workshop No. 1 material
- Data review RFI

Task 2.1 Assumptions

- It is assumed that background documents will be provided within one week of a notice to proceed (NTP).
- Key information from the background documents listed above will be incorporated into the Master Plan Update. This scope of work does not include updating background documents.
- Up to four members of the Stantec team will attend Workshop No. 1
- Workshop No. 1 is anticipated to be up to 2 hours and will be held in a hybrid format, with key staff in-person and others participating remotely.

Task 2.2 – Reconcile Capital Improvement Needs

The purpose of this task is to confirm and reconcile previously-identified projects for incorporation into the updated Master Plan. Projects will not be reevaluated in detail, rather any changed conditions that may impact previously-identified projects' prioritization, implementation schedule, and/or project costs will be identified and reconciled to be consistent with current needs. The following subtasks will be completed as further defined below:

- Reconcile Needs
- Project Delivery Plan
- Capital Improvement Planning

Task 2.2.1 – Reconcile Needs

After completing the review of existing documentation (Task 2.1), Stantec will review any data gaps identified during a regularly-scheduled progress meeting. Data gaps may be addressed with additional available information or development of appropriate assumptions.

Stantec will coordinate with the District PM to identify District staff that should be consulted. Staff interviews are assumed to include Engineering, Operations, Maintenance, IT, OT, and Instrumentation and Electrical Department Leads, and will focus on:

- Identification of changed conditions that potentially impact project prioritization, schedule, and/or costs
- Identification of District assets in need of updated condition assessment
- Reviewing and reconciling project scope definition
- Confirming project trigger points
- Identifying District staffing levels required to support projects

Generally, two members of the Stantec team will participate in each interview, which are assumed to be held virtually. In response to District staff feedback, and in coordination with the District PM, Stantec will conduct one targeted site visit to confirm and document the identified changed conditions.

With additional information obtained during staff interviews, Stantec will develop a standard Project Definition Summary (PDS) template for the District's use. The PDS will include a description of the project need, project scope, priority indication, and District staffing requirements. As part of the Master Plan Update, Stantec will populate a PDS for each project currently identified within the next 20-year planning horizon. Placeholders will be provided for additional information developed in subsequent tasks for project cost estimates, trigger points, recommended delivery approach, and anticipated funding source. When completed, the PDS will be a core component of the Master Plan Update to quickly reference the pertinent details of each planned project.

It is understood that current supply/demand information from wholesale customers will be captured in the updated Supply/Demand study. Therefore, coordination with wholesale customers is not included in this scope.

Stantec will hold Workshop No. 2 to review and confirm preliminary Project Definition Summaries. Feedback from the workshop will be used to finalize the PDS prior to submittal to the District.

Task 2.2.2 – Project Delivery Plan

A Project Delivery Plan (PDP) will be developed for up to three projects that includes the following components:

- **Project Cost Estimates.** Cost estimates will include estimates of direct (construction) and indirect (engineering, permitting, etc.) costs. Previous cost estimates will be escalated as necessary to reflect current (2025) costs.
- Stantec will review existing cost estimates for the LCWTP Rebuild project and one project from the Finished Water Resiliency Program selected by the District and provide recommendations for suggested updates. This review does not include updating the cost estimate.
- **Project Phasing Plan.** This plan will identify the necessary project phases and approximate timeframe anticipated for each phase
- **Project Delivery Method.** As the project delivery method (e.g., design-bid-build or CM/GC) can have a significant impact on the cost, risk, and management effort of a construction project, Stantec will recommend a delivery method for each project.

- District Staffing Needs. In collaboration with the District, staffing needs from each department in terms of full-time equivalents (FTE) will be estimated to support each project.

Stantec will hold Workshop No. 3 with District staff to review the preliminary PDPs. Feedback will be incorporated into the final PDP which will then be submitted.

Task 2.2.3 – Capital Improvement Planning

The focus of this task is to develop a Capital Improvement Plan that incorporates the Project Delivery Plan recommendations (Task 2.2.2) and the District's funding and staffing constraints.

An Excel-based CIP cost model will be developed to map out a sustainable capital project implementation plan that aligns with the District's funding and staffing constraints. The preliminary CIP will be reviewed with District staff in Workshop No. 4.

As part of this task, Stantec will provide the District with written guidance towards implementation of a dynamic CIP process, which the District desires to use in the future to help adjust the CIP to changing conditions. This scope will not develop the dynamic CIP tool, but rather provide a road map for future implementation. This guidance will be included as a section of the Master Plan Update.

Task 2.2 Deliverables

- Project Definition Summaries
- Notes from Staff interviews
- Notes from the 2025 Supply and Demand Study Update
- Workshop material and notes
- Updated Project Cost Estimates
- Project Delivery Plans
- Preliminary CIP
- Guidance for implementing dynamic CIP process

Task 2.2 Assumptions

- This task assumes that up to 4 one-hour staff interviews will be conducted via MS Teams.
- Stantec will conduct one targeted site visits to the LCWTP with up to 2 Stantec team members for 2 hours
- It is assumed that planning-level cost estimates have been previously developed for all identified capital projects. Current project cost estimates may be updated if needed, as follows:
 - » Escalation to 2025 costs
 - » Standard approach to estimating indirect costs (i.e., engineering, permitting, District admin)
 - » Scope does not include effort for developing new cost estimates, except as specifically noted above.
- Up to 4 members of the Stantec team will attend Workshops No. 2-4, assumed to be up to 2 hours.
- Workshops will be held in-person, with the option of additional team members as deemed necessary to join remotely.
- The effort associated with this task does not include detailed evaluation of existing or development of new projects.

Task 2.3 – Master Plan Document Development

A Draft Master Plan Update will be developed and submitted to the District for review and comment. The document will include sections summarizing the findings and recommendations from the tasks above, including summary of key updates from background documents; updated project definition summaries; description of CIP constraints; project delivery plans; and a CIP implementation plan.

As part of a progress meeting, Stantec will review the draft document with the District in order to facilitate their review. The District will provide written comments within 2 weeks of the Draft Master Plan submittal. Stantec will address each comment before resubmitting the final documents for District approval. All District comments will be documented and tracked, along with responses, in a document review tracking sheet as part of Stantec’s quality management process.

Task 2.3 Deliverables

- Draft and Final 2025 Master Plan Update

Task 2.3 Assumptions

- The Draft Master Plan will be submitted electronically (pdf) for District review
- Bluebeam Studio Session will be used for District review
- The final 2025 Master Plan Update will be submitted in pdf format.

Schedule

The proposed project schedule is included as Attachment A. Assuming that Stantec receives Notice-to-Proceed December 17, 2024, the work described above will be completed by or before June 30, 2025.

Fee Estimate

A summary of the not-to-exceed fee corresponding to this scope of work is show in the table below. A rate schedule is included in Attachment B.

WBS	Task Name	Labor	Expense	Subs	Total
1	Contract Admin/Mtgs	\$15,895.16	\$0.00	\$0.00	\$15,895.16
2	Update Master Plan	\$58,980.16	\$0.00	\$0.00	\$58,980.16
2.1	Data Review	\$12,271.68	\$0.00	\$0.00	\$12,271.68
2.2	Reconcile Needs	\$35,633.52	\$0.00	\$0.00	\$35,633.52
2.3	Documents	\$11,074.96	\$0.00	\$0.00	\$11,074.96
Total		\$74,875.32	\$0.00	\$0.00	\$74,875.32

General Assumptions & Exclusions

- All deliverables will be submitted electronically, unless noted otherwise.
- Permitting-related services and meetings with regulatory agencies are not anticipated in this scope of work.
- Development of additional project alternatives and cost estimates is not included in the assumed level of effort for this Project.
- Stantec shall be entitled to rely upon the information and data provided by the District for the purposes of completing this scope of work.

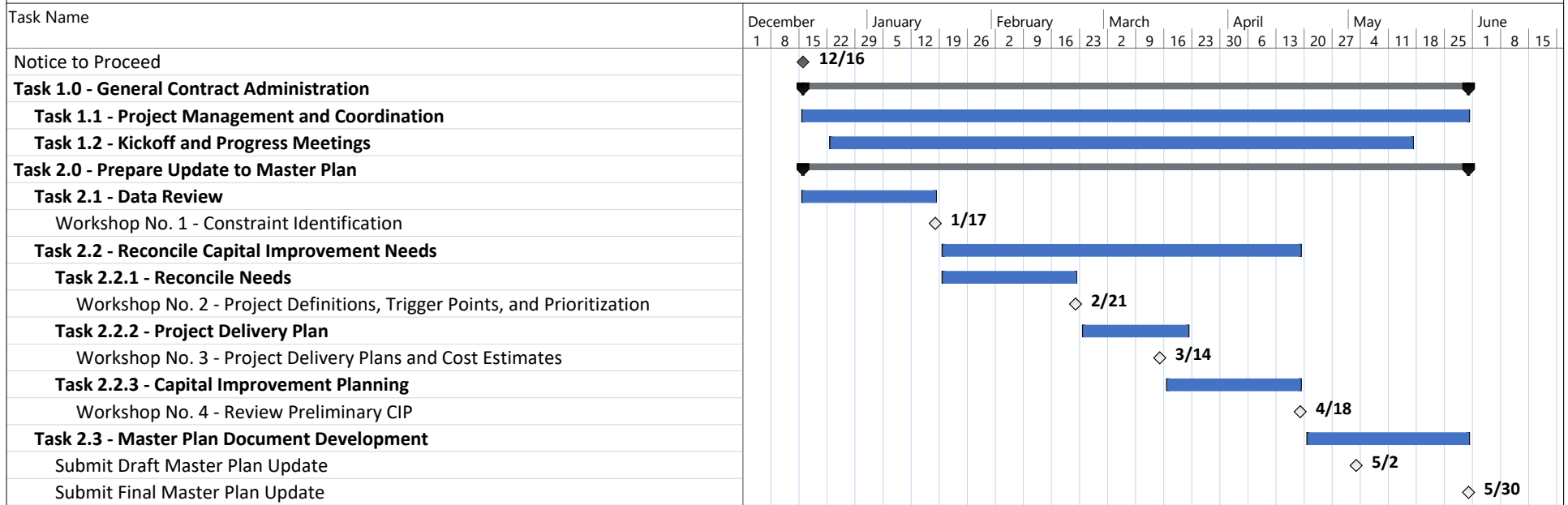
DRAFT

**ATTACHMENT A
SCHEDULE**

DRAFT

MWDSLS
2025 Master Plan Update

Project Schedule



**ATTACHMENT B
RATE SCHEDULE**

DRAFT



Billing Level	Billing Rate
Level 03	132.00
Level 04	139.00
Level 05	157.00
Level 06	163.00
Level 07	177.00
Level 08	184.00
Level 09	193.00
Level 10	202.00
Level 11	216.00
Level 12	229.00
Level 13	238.00
Level 14	258.00
Level 15	271.00
Level 16	288.00
Level 17	298.00
Level 18+	299.00

The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead and consultant profit. Rates valid through December 31, 2025. Rates will be adjusted in January of every subsequent year.

OTHER DIRECT PROJECT COSTS

Travel within Salt Lake County will not be billed. For travel outside the County, vehicle mileage is billed at prevailing IRS rate. Up to the allowable fee amount, reasonable employee's expenses, including meals and lodging incurred during authorized travel, are billed at actual cost. Automobile rental and airfare costs will be invoiced at actual cost. Health & safety, field and construction equipment will be invoiced according to Stantec's standard unit rates. Subcontractors, printing/graphic services, freight and courier services and use of outside vendors for supplies, materials and services will be billed at cost + 10%.

OTHER TERMS AND CONDITIONS

Unless specified otherwise, Stantec invoices will be submitted net of all federal, state and local taxes (excluding payroll related taxes and taxes against Stantec net income) as well as assessments, levies, imposts, excises and licenses.

Interest will be charged at one and one-half (1½) percent per month on the unpaid balance for late payments. A payment is late if received later than the contract-specified payment period or, if not so specified, more than 30 days after receipt of invoice by client.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: December 2, 2024

Agenda Item: Consider approval of professional services agreement for Remote Sites Radio Evaluation and Upgrade Project

Objective: Enter into a Professional Services Agreement with SKM Engineering for the Remote Sites Radio Evaluation and Upgrade Project.

Background: The District's remote sites are monitored and controlled through a complex radio network. The "Remote Sites Radio Evaluation and Upgrade" project seeks to enhance system reliability, performance, safety, and security. The project will include the following objectives.

Objectives:

- Conduct comprehensive condition assessments.
- Perform in-depth radio frequency path analysis.
- Improve designs of antenna masts for better performance and safety.
- Evaluate and implement physical security improvements.
- Replace or upgrade network hardware cabinets.
- Upgrade existing radio communication systems.
- Transition from unlicensed to licensed radio frequencies.
- Design and implement robust and reliable backup power systems.

This approach ensures that the radio infrastructure supports reliable communication to the district's critical remote locations, meeting operational needs and compliance requirements.

A Request for Statements of Qualifications (RSOQ) was advertised on Wednesday, October 17, 2024. Proposals were due Thursday, October 31, 2024. Three SOQs were received, one each from Black & Veatch, Hazen and Sawyer, and SKM. The selection committee met on November 5, 2024. The committee's recommendation to begin negotiations with SKM was approved by the General Manager, and began on November 5, 2024.

Attached is the final scope of work and fee for this effort. The SKM fee is \$74,504 with a project budget of \$75,000.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024 and forwards a positive recommendation.

Recommendation: Authorize the General Manager to enter into a Professional Services Agreement with SKM Engineering for the evaluation of the district's remote sites and the development of a comprehensive design for the necessary upgrades.

Attachments:

- Scope of services proposal/Cost estimate
- Professional Services Agreement with SKM

MWDSLS
Attn: Ryan Nicholes
3430 East Danish Road
Cottonwood Heights, UT 84093

November 15, 2024

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Ryan Nicholes (nicholes@mwdsls.gov)

**RE: Ryan Nicholes – Remote Sites Radio Evaluation and Upgrade Project
Professional Engineering Services Proposal (Rev 1)**

Dear Ryan Nicholes:

Thank you for the opportunity for SKM Engineering (SKM) to provide a scope of services and fee estimate for the **MWDSLS Remote Sites Radio Evaluation and Upgrade Project**. We look forward to the opportunity to work with you on this project.

The proposed scope of work, schedule, and fee are included in the attached Proposal.

If you have any questions, please contact Mark Jeppsen at (801) 683-3760.

Sincerely,

Mark Jeppsen, PE
Principal Engineer

Encl.: Proposal Document

SCOPE OF SERVICES PROPOSAL

Remote Sites Radio Evaluation and Upgrade Project

We are pleased to present this proposal to provide engineering services for the Remote Sites Radio Evaluation and Upgrade Project. This proposal has been broken into the following sections: 1) Project Assumptions; 2) Scope of Work; and 3) Attachments (note that the attachments contain our 2024 rate table and our detailed cost estimate).

PROJECT ASSUMPTIONS

The following assumptions have been made in the development of this proposal:

- MWDSLS will provide the following information to our design team:
 - List of existing radio sites and locations
 - Existing panel drawings for each remote site
 - Existing network configuration files and design documents
- Additional or supplemental services beyond the below Scope of Work shall be negotiated with MWDSLS and are expected to be performed on a time and materials basis.
- The work for the project will be performed between November 2024 and June 2025. It is assumed that additional work for the actual implementation of the radio system improvements will happen after June 2025.
- We have assumed that the final design documents will be utilized to proceed with the actual implementation of the radio system improvements and that the District will negotiate that cost with our team as a future phase of the project.

SCOPE OF WORK

Task 1 . PROJECT MANAGEMENT

Project Coordination and Reporting

SKM will develop, maintain, and monitor overall project scope, budget, and schedule throughout the duration of the Project. During scheduled review meetings, SKM and MWDSLS will collaborate to ensure Project decisions made are in the best interest of the overall goals. Periodic coordination calls will take place as needed. Monthly progress reports will be prepared that include updates to the overall Project schedule.

Project Kick-off Meeting / Work Session

Prior to commencement of the preliminary design, SKM will conduct a kick-off meeting and work session with SKM, the client, and team members. The work session will include a walkthrough of the proposed project sites and acquiring and reviewing additional information related to project specifics and nuances. SKM will incorporate discussed design aspects, locations, and overall improvements from the District into the Preliminary Construction Drawings and Project Manual (Contract Documents).

Meeting minutes will be prepared and distributed to all team members for coordination.

Quality Assurance / Quality Control (QA/QC)

SKM Principals will be heavily involved in the Project and are responsible for providing overall quality assurance / quality control and ensuring that deliverables meet the highest of standards to meet the goals of the Project.

CONDITION ASSESSMENT

This task will include:

- Assess the condition of the existing radio infrastructure and associated control panels, network hardware, and power systems
- Visit each remote site and document current equipment and conditions
- Interview District staff to understand past issues and concerns
- Develop a draft condition assessment memorandum and submit it to MWDSLs for review
- Conduct a workshop to review the assessment, review District comments, and finalize the assessment and submit it to the District.

DETAILED Design

60% Design

This subtask will include:

- Radio, Network, Power, and Control Panel Equipment Selection – Following the condition assessment, recommend potential replacement systems. Provide a detailed comparison of radio models with their features and specifications.
- Develop an equipment selection report and submit it to the District for review and approval. Following approval, begin the 60% design development.
- As part of the 60% design, perform a radio path study
- Develop the 60% design drawings which includes the following:
 - Overall radio and network architecture drawings
 - Site layout drawing for each radio site
- Submit the 60% design documents to the District for review and conduct a workshop with the District to finalize the 60% documents.

100% Design

This subtask will include:

- Build upon the 60% design by adding the following:
 - Control Panel drawings for each radio site
 - Power wiring diagrams for each radio site
 - Antenna mast design and antenna mounting details for each radio site
 - Installer instructions and details
 - Develop project specifications
- Submit the 100% design documents to the District for review and conduct a workshop with the District to finalize the 100% documents.

ATTACHMENTS

The following documents are attached to this proposal:

- Appendix 1, Engineer's Standard Hourly Rates
- Appendix 2, Detailed Cost Estimate

Appendix 1

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Electrical & Controls Engineering (SKM)


Electrical Principal Engineer	225
Electrical Engineer III	205
Electrical Engineer II	185
Electrical Engineer I	165
CAD Designer/Manager	155
CAD Designer III	145
CAD Designer II	135
CAD Designer I	115
Controls Project Manager	195
Controls Engineer III	185
Controls Engineer II	170
Controls Engineer I	150
Electrical Transmission Engineer	215
Administrative	95

Reimbursable Expenses Schedule

Additional expenses will be handled in the following manner:

Mileage:	IRS per mile rate for vehicles not rented
Printing Costs:	Pass through at cost for project documents
Sub-Consultants:	Billed at cost plus 10% markup
Equipment Costs:	Billed at cost plus 10% markup

**Appendix 2
Detailed Cost Estimate (Rev 1)**

 Save Time. Save Energy. Save Money.		MWDSLS - Remote Sites Radio Evaluation and Upgrade Project													November 15, 2024						
		LEVEL OF EFFORT (hours)													Total SKM Hours	Total SKM Labor \$	Subconsultants and/or Equipment Cost	Direct Expenses	SKM Expenses and Subs Markup	Total SKM Fee	
		Principal Engineer	Project Engineer III	Electrical Engineer II	Electrical Engineer I	Electrical Project Manager	CAD Designer III	CAD Designer II	CAD Designer I	Sr. Controls Engineer	Controls Engineer	Jr Controls Engineer	Electrical Transmission Engineer	Clerical							
TASKS AND SUBTASKS		\$225/hr	\$205/hr	\$185/hr	\$165/hr	\$205/hr	\$155/hr	\$145/hr	\$135/hr	\$185/hr	\$170/hr	\$150/hr	\$215/hr	\$95/hr				10%			
1	Project Management	24		6						6				6	42	\$8,190	\$1,000	\$200	\$120	\$9,510	
		\$5,400		\$1,110						\$1,110				\$570							
1	Project Management	24		6						6				6	42	\$8,190	\$1,000	\$200	\$120	\$9,510	
2	Condition Assessment	20		32						32					84	\$16,340	\$3,100	\$400	\$350	\$20,190	
		\$4,500		\$5,920						\$5,920											
2	Condition Assessment	20		32						32					84	\$16,340	\$3,100	\$400	\$350	\$20,190	
3	Detailed Design	24		48			128			48					248	\$43,000	\$1,240	\$400	\$164	\$44,804	
		\$5,400		\$8,880			\$19,840			\$8,880											
3.1	60% Design	12		24			64			24					124	\$21,500	\$620	\$200	\$82	\$22,402	
3.2	100% Design	12		24			64			24					124	\$21,500	\$620	\$200	\$82	\$22,402	
Project Fee Summary		Task Hours													374	\$67,530	\$5,340	\$1,000	\$634	\$74,504	
		68		86			128				86										6
		Task Fees																			
		\$15,300		\$14,190			\$18,560			\$14,620											

PROFESSIONAL SERVICES AGREEMENT
Remote Sites Radio Evaluation and Upgrade Project
Last updated: October 15, 2024

This Professional Services Agreement (Agreement) is made and entered into this ___ day of _____, 2024, by and between the Metropolitan Water District of Salt Lake & Sandy (District) and SKM Engineering, a Utah corporation (Consultant).

PURPOSES

The expertise of Consultant is required by the District in order to support District staff. Consultant was selected through a competitive Statement of Qualifications process in accordance with Utah Code § 63G-6a-1501, et. seq. and District procurement regulations. The Consultant and its principals and employees are qualified by experience and training to provide, and the Consultant has indicated an interest and a willingness to perform, these services for the District. The parties desire to have in place an agreement which describes the terms and conditions under which Consultant will perform the described work.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Consultant will perform those services required for the Remote Sites Radio Evaluation and Upgrade Project, as described in Exhibit A attached, which is incorporated by reference into this Agreement as if restated here.
2. SERVICES OF CONSULTANT. Consultant shall provide services to District as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.
3. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Consultant, and any sub-consultants identified by name in each Task, shall be committed to the Task. Upon submitting a request for payment for services, Consultant shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or sub-consultants, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to District's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.
4. CONTRACT PRICE. The Scope of Services described in Exhibit A for the Remote Sites Radio Evaluation and Upgrade Project is awarded on a time and materials basis not to exceed the amount of \$74,504. Consultant shall receive payment based on the hourly rates and expenses described in the Consultant's schedule of fees and expenses included with Exhibit A.
5. SCHEDULE OF PAYMENTS. Consultant shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to District's project name and

number. District shall remit payment to Consultant within thirty (30) days of receipt of each request for payment that is presented in the proper form.

6. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2025.

7. DISTRICT'S RESPONSIBILITIES. District shall provide Consultant with such information as is available to the District and as may be reasonably requested by the Consultant related to the work and Consultant shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. District will examine all documents submitted by Consultant to District and, if requested by Consultant, District will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Consultant's services. District shall provide Consultant access to District facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Consultant.

8. SECURITY AND OWNERSHIP OF INFORMATION. District facilities are critical public infrastructure. Certain information that District must provide to Consultant for Consultant to perform its work is very security sensitive. The Consultant will strictly comply with District written security protocols provided by the District to Consultant as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Consultant, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to District, the steps that will be taken by Consultant in the event of any breach or suspected breach of security or security protocols. District security protocols and any changes which are provided to Consultant will be immediately complied with by Consultant. If Consultant has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to District's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of District, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Consultant shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

9. COMPLETENESS AND ACCURACY. Consultant shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Consultant shall be responsible to District for any error or omission by any of its employees, subcontractors or suppliers. Consultant shall correct all errors or omissions at its own expense. This provision is not intended to prevent Consultant from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by District as a result of such errors or omissions shall be the responsibility of Consultant.

10. RIGHT OF TERMINATION. District reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event District terminates this Agreement or abandons any portion of Project hereunder, District shall notify Consultant in writing. Immediately upon receipt of such notice, Consultant shall discontinue services as directed by District and deliver to District all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or items of information, in whatever form or media, developed or gathered by Consultant in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by District. Consultant shall document its services through the termination date, and submit such documentation to District for its evaluation. Consultant shall receive compensation for services performed up through the date of termination or abandonment.

11. INDEMNIFICATION AND INSURANCE. In no event will any fault of Consultant or Consultant's employees or contractors be reapportioned to District, its officers, Trustees or employees. Consultant will indemnify and hold District and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that the District is not otherwise indemnified by a policy of insurance, Consultant will indemnify the District from any claim of third parties to the extent caused by Consultant's breach of this Agreement or by the negligence or other fault of Consultant, or that of any of Consultant's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide the District and its Trustees and employees with indemnity to the greatest extent allowed by law. Consultant, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit B.

12. INSPECTION OF CONSULTANT'S RECORDS. Consultant shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Consultant and billed to District. Consultant shall maintain records necessary to confirm compliance with District security protocols. Such records shall be available to District during Consultant's normal business hours for a period of one year following the date of final payment under this Agreement.

13. WAIVER OF CLAIMS. Prior to acceptance of final payment, Consultant shall submit in writing to District any known claim that Consultant or any of Consultant's employees, sub-consultants or subcontractors may have against District or any of its employees. The acceptance of final payment by Consultant will constitute a waiver of any such claim other than those claims previously made in writing and submitted to District. Consultant shall hold District harmless from any claims, including costs and attorneys' fees, by any of Consultant's employees, sub-consultants or subcontractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by District will not constitute a waiver of any claim District might have against Consultant, whether known or unknown at the time such payment is made.

14. SUCCESSORS AND ASSIGNS. The services to be provided by Consultant under this Agreement shall not be subcontracted or assigned without the prior written consent of District.

This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to District To:

Metropolitan Water District of Salt Lake & Sandy
Attn: General Manager
3430 East Danish Road
Cottonwood Heights, Utah 84093

If to Consultant To:

SKM Engineering
Attn: Mark Jeppsen
533 W 2600 S Suite 25
Bountiful, UT 84010

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. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by District or Consultant, shall be with the District Court of Salt Lake County, State of Utah.

17. SPECIAL PROVISIONS. Consultant shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which District, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

18. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

20. NO THIRD PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

21. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ____ day of December, 2024.

DISTRICT:
Metropolitan Water District of Salt Lake & Sandy

By: _____
Annalee Munsey, General Manager

CONSULTANT:
SKM Engineering

By: _____
Mark Jeppsen, Principal Engineer

Agenda Item: Consider approval of contract for POMWTP Security Fence Project

Objective: Approve a contract to construct the POMWTP Security Fence Project.

Background: The POMWTP Security Fence Project will install approximately 4,000 feet of chain link fence with barbed wire on top, 2,500 feet of barbed wire on existing fence, and installation of two gates at the Point of the Mountain Water Treatment Plant. Currently, the south and west boundaries of the site are open. This project will provide a fully fenced perimeter to this critical facility.

A Notice Inviting Bids was advertised beginning October 17, 2024. Nine bids were received and opened on October 31, 2024.

Bidder	Bid Total
Vinyl Industries	\$108,661.00
Custom Fence	\$131,790.00
Western Fence	\$135,765.00
MIP Global	\$141088.10
Estates Fence	\$154,535.00
Diamond Fence	\$174,093.00
Taig Nielsen	\$225,500.00
My Father's Recreation	\$278,488.10
American Fence	\$412,000.00

The apparent low bid from Vinyl Industries was \$108,661.00. The project will be finished by May 29, 2025.

This is an O&M expense with a budget of \$150,000.00.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee recommends award of \$108,661.00 to Vinyl Industries for the POMWTP Security Fence Project.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: December 3, 2024

Agenda Item: Consider approval of procurement of UPS equipment and services

Objective: To procure UPS equipment and services.

Background: The fiscal year 2025 budget includes \$100,000 to replace the uninterruptable power supply (UPS) in the LCWTP pipe gallery. This critical UPS provides backup power to the lab and treatment processes and instrumentation.

In 2021 the board approved a five-year contract with Fidelis Power Solutions, LLC to provide UPS systems and services. Staff are seeking authorization to purchase the UPS system under the Fidelis contract and in the amount of \$73,011.73.

Committee Activity: The Engineering Committee discussed this item on November 19, 2024.

Recommendation: The Engineering Committee forwards a positive recommendation to award \$73,011.73 to Fidelis Power Solutions, LLC to purchase a new UPS system for the LCWTP pipe gallery.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: December 3, 2024

Agenda Item: Consider approval of easement and temporary construction easement for the SLAR with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints

Objective: Approve purchase of permanent and temporary easements for the SLAR across property owned by the Church of Jesus Christ of Latter-day Saints.

Background: On September 16, the board authorized eminent domain proceedings for permanent and temporary construction easements across property owned by the Church of Jesus Christ of Latter-day Saints. Shortly thereafter the District filed a motion for occupancy and a hearing was scheduled for December 5. Staff and counsels for the District and the church have been anxiously engaged over the past three months in an effort to resolve the matter. An offer was received along with an agreement permitting the District occupancy on the property.

Committee Activity: The Engineering Committee has not previously discussed this offer, however it was discussed with the board chair.

Recommendation: Accept the counteroffer for the reduced permanent easement.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting Information
Last Update: December 3, 2024

Agenda Item: Consider approval of land acquisition in Pleasant Grove

Objective: Discuss an offer received from the Trust for Public Land related to procurement of property in Pleasant Grove.

Background: The District was approached in 2022 by the Trust for Public Land (TPL) with an offer to purchase property in Pleasant Grove. The 9.79 acres was appraised in November 2024 for \$760,000.

The fiscal year 2025 budget for this line item is \$400,000. If the board approves the purchase amount, a transfer within the capital budget or from the capital reserve will be necessary at the January 27, 2025 board meeting.

Should the District elect to purchase the property, the District will also be responsible for closing costs. There are no additional fees for TPL's involvement.

TPL must exercise its purchase option by December 31, 2024, and close by January 16, 2025. The land purchase from TPL would then occur before mid-February.

Committee Activity: The Engineering Committee considered this item on November 19, 2024.

Options:

1. Purchase either or both parcels for up to \$760,000.
2. Extend an offer for either or both parcels for less than \$760,000.
3. Decline the purchase.

Recommendation: Staff believes there are logical and convincing arguments to both purchase and not purchase the property and seeks discussion with the board on the matter.

Metropolitan Water District of Salt Lake & Sandy FY2025 CAPITAL PROJECTS REPORT December 2024

Last updated: December 3, 2024

Routine Non-Capacity Improvement Projects

Salt Lake Aqueduct Replacement Reach 1 – Cottonwoods Conduits (SA061)

Purpose: New pipeline to connect LCWTP and BCWTP and for Phase 1 of SLAR.

Update:

Construction: COP Construction is approximately 64% complete with CC-1, for which work is paused until the spring. Whitaker Construction is preparing staging and access for SLAR construction. Pipe is anticipated to arrive on December 9, 16, and 23. Work on the CC-1 vault is underway. Whitaker Construction completed an emergency valve replacement project on the LCC for SLCDFU.

Easement Acquisition: Fifteen easements have yet to be acquired. Two have occupancy agreements. Condemnation was approved on August 12 for two properties and on September 16 for three properties.

Public Involvement: The public involvement team continues to engage the public as needed.



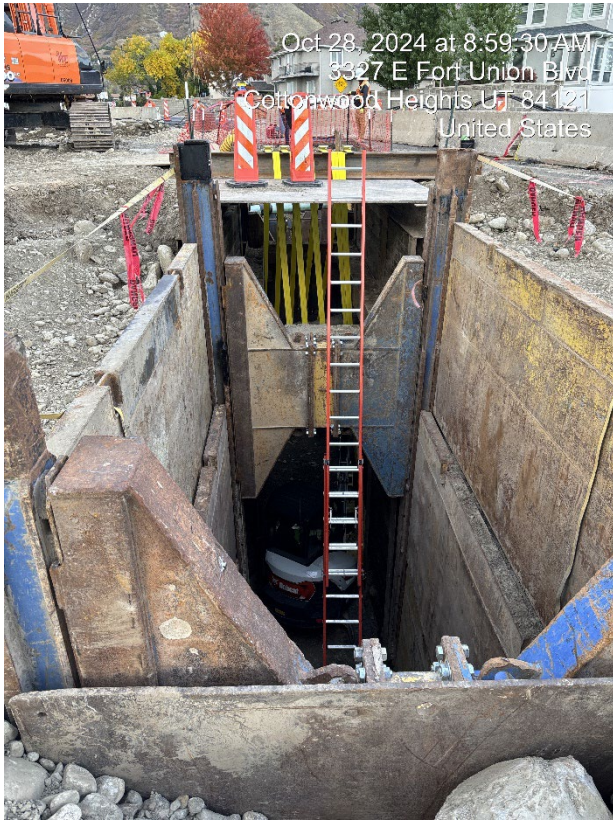
October 31: The contractor worked around collapsible materials along the CC-1 alignment.



October 31: The contractor prepared the roadway for shutting down construction for the winter.



October 28: The contractor is preparing access to the Little Cottonwood Conduit through yards.



October 28 and 30: Excavating and pipe installation for the CC-1 vault is underway.

Cottonwoods Connection Budget Update

Design					
Service	Consultant	Contract	Spend to Date	% Complete	
Public Involvement	Wall Consulting Group	\$ 108,389	\$ 83,345	76.9%	
Engineering Services	Hazen and Sawyer	\$ 3,676,581	\$ 3,455,429	94.0%	
Cost Share Totals by Fiscal Year					
	2022	2023	2024	2025	Total
MWDSLS ¹	\$ 25,254	\$ 1,266,603	\$ 948,726	\$ -	\$ 2,240,584
SLCDPU	\$ 16,058	\$ 935,328	\$ 346,805	\$ -	\$ 1,298,190
Total	\$ 41,312	\$ 2,201,931	\$ 1,295,531	\$ -	\$ 3,538,774

¹ MWDSLS design costs were paid up front by SLCDPU and will be reimbursed during construction.

Right of Way Acquisition ²					
Service	Consultant	Contract	Spend to Date	% Complete	
Land Survey and Mapping	Meridian Consulting	\$ 26,310	\$ 16,940	64.4%	
Land Acquisition	Various Property Owners	\$ 3,200,000	\$ 1,525,792	47.7%	
ROW Consulting	Davenport Consulting PLLC	\$ 97,350	\$ 51,150	52.5%	
Total by Fiscal Year					
	2022	2023	2024	2025	Total
Total	\$ -	\$ -	\$ 1,261,366	\$ 332,516	\$ 1,593,882

² Right of Way Acquisition is 100% paid by MWDSLS.

Construction (Contractors) ¹					
Service	Consultant	Contract	Spend to Date	% Complete	
Schedule A/B	COP Construction	\$ 13,081,096	\$ 5,956,555	45.5%	
Schedule C	Whitaker Construction	\$ 57,317,265	\$ 2,202,978	3.8%	
Fiscal Year Summary by Schedule					
	2022	2023	2024	2025	Total
Schedule A/B	\$ -	\$ -	\$ 2,250,217	\$ 3,706,338	\$ 5,956,555
Schedule C	\$ -	\$ -	\$ 482,133	\$ 1,720,845	\$ 2,202,978
Total	\$ -	\$ -	\$ 2,732,350	\$ 5,427,183	\$ 8,159,533
Fiscal Year Summary by Share					
	2022	2023	2024	2025	Total
MWDSLS ²	\$ -	\$ -	\$ 2,366,594	\$ 4,121,714	\$ 6,488,308
SLCDPU ³	\$ -	\$ -	\$ 365,756	\$ 1,305,469	\$ 1,671,225
Total	\$ -	\$ -	\$ 2,732,350	\$ 5,427,183	\$ 8,159,533

¹ Costs shown include retention.

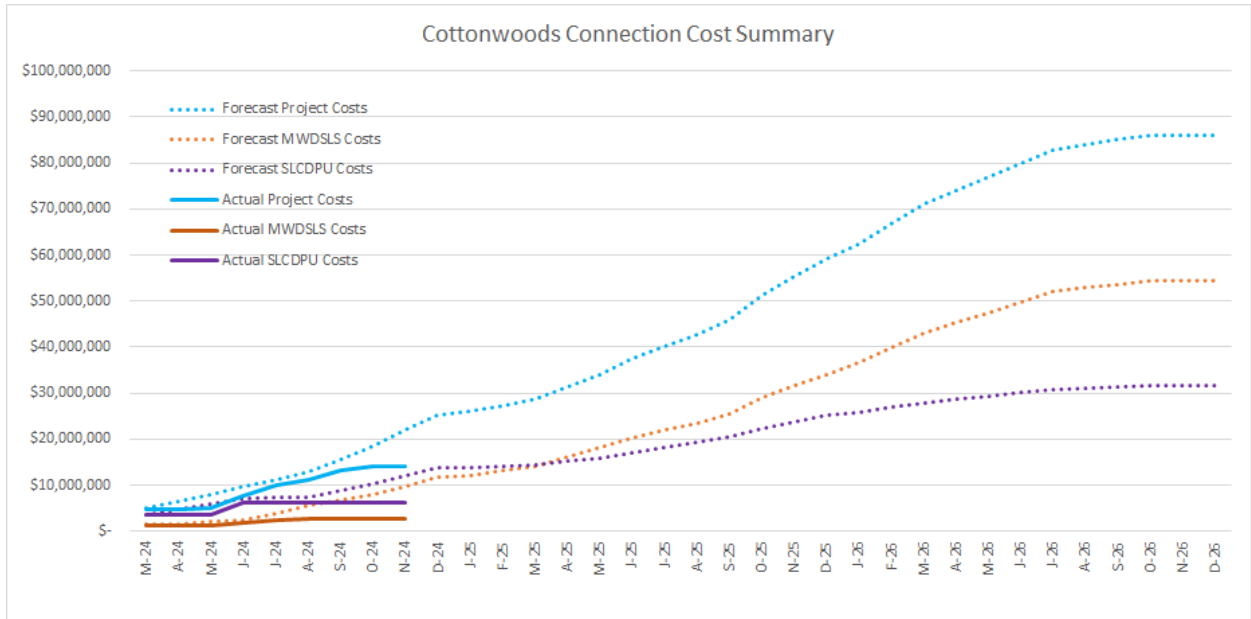
² Costs associated with Schedule C are split 110/145 MWDSLS and 35/145 SLCDPU.

³ Costs associated with Schedule A and B are 100% by SLCDPU.

Construction (Consultants) ¹					
Service	Consultant	Contract	Spend to Date	% Complete	
Public Involvement	Kimley-Horn and Associates, Inc.	\$ 112,360	\$ 86,001	76.5%	
Public Involvement	Ad Wear	\$ 2,498	\$ 2,498	100.0%	
Engineering Services	Hazen and Sawyer	\$ 1,993,086	\$ 485,745	24.4%	
Utility Relocation	Lumen	\$ 220,261	\$ -	0.0%	
Utility Relocation	Rocky Mountain Power	\$ 16,500	\$ -	0.0%	
Utility Relocation	Dominion Energy	\$ 435,610	\$ -	0.0%	
Fiscal Year Summary by Share					
	2022	2023	2024	2025	Total
MWDSLS	\$ -	\$ -	\$ 50,132	\$ 119,141	\$ 169,274
SLCDPU	\$ -	\$ -	\$ 92,203	\$ 312,767	\$ 404,970
Total	\$ -	\$ -	\$ 142,335	\$ 431,908	\$ 574,244

¹ Cost sharing splits as reported on individual invoices.

Total Project Costs					
Service	Contract		Spend to Date		% Complete
Design	\$ 3,784,970		\$ 3,538,774		93.5%
ROW Acquisition	\$ 3,323,660		\$ 1,593,882		48.0%
Construction	\$ 73,178,676		\$ 8,733,776		11.9%
Total	\$ 80,287,306		\$ 13,866,432		17.3%
Fiscal Year Summary by Share	2022	2023	2024	2025	Total
MWDSLS	\$ 25,254	\$ 1,266,603	\$ 4,626,819	\$ 4,573,371	\$ 10,492,048
SLCDPU	\$ 16,058	\$ 935,328	\$ 804,764	\$ 1,618,236	\$ 3,374,385
Total	\$ 41,312	\$ 2,201,931	\$ 5,431,583	\$ 6,191,607	\$ 13,866,432



The forecast project costs in the table above represent project costs based on preliminary construction schedules provided by the contractors.

Salt Lake Aqueduct Replacement Reaches 2 and 3 (SA063)

Purpose: Project scoping for a new pipeline to provide resiliency to the SLA and meet contractual delivery obligations.

Update: The District anticipates receiving a BRIC grant for project scoping.

District Project Manager:	TBD
Design Engineer:	TBD
Preliminary Design Completion Date:	TBD
FY25 Budget:	\$200,000.00
FY25 Contract Amount:	TBD
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$0.00
District Purchases:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$0.00 / 0.0%

Salt Lake Aqueduct Hardening (SA062)

Purpose: Preliminary design to evaluate replacement and slip-lining of the SLA for seismic stability.

Update: A kickoff meeting was held August 29. The consultant is gathering data and preparing for a series of workshops in 2025 to discuss geotechnical hazards and construction options.

District Project Manager:	Kelly Stevens
Design Engineer:	Bowen Collins & Assoc.
Preliminary Design Completion Date:	December 31, 2025
Project Budget:	\$2,000,000.00
Contract Amount:	\$2,000,000.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$180,199.05
District Purchases:	\$0.00
FY25 Expenses to Date / Percent Spent:	\$180,199.05 / 9.0%

Little Cottonwood Conduit Replacement and Intake Modifications (LC069)

Purpose: Preliminary design to replace the raw water LCC and modify the lower intake structure.

Update: An alignment feasibility and construction method technical memorandum was received on October 17. Staff is working on an additional task with the consultant to refine the project scope, after which final design will begin.

District Project Manager:	Gardner Olson	
Design Engineer:	Bowen Collins & Assoc.	
Preliminary Design Completion Date:	June 30, 2024	
	FY24	FY25
Budget:	\$200,000	\$1,000,000.00
Contract Amount (to date):	\$200,000	\$60,044.83
Change Orders / Percent:	\$0.00 / 0.0%	\$0.00 / 0.0%
Spent (to date):	\$139,955.17	\$60,044.83
District Purchases:	\$0.00	\$0.00
Total Expenses to Date / Percent Spent:	\$200,000.00 / 16.7%	

Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

Purpose: Design of a new server room and improve Administration Building landscaping and parking.

Update: Staff reviewed three options and associated costs provided by the consultant. A fourth option is now being considered, and a revised report expected by the end of January 2025.

District Project Manager:	Ammon Allen
Design Engineer / Contractor:	GSBS Architects
Final Completion Date:	June 30, 2025
FY25 Budget:	\$250,000.00
Contract Amount:	\$54,960.00
Change Orders / Percent:	\$0.00 / 0.0%
Spent to Date:	\$22,610.00
District Purchases:	\$0.00
Expenses to Date / Percent Spent:	\$22,610.00 / 9.0%

Fleet Program Replacement

Purpose: Replace three pick-ups.

Update: A ¾-ton pickup was received and will be equipped with a utility bed. Two ½-ton pickups were received and are in service.

District Project Manager:	Michael Carter
Project Budget:	\$185,000.00
Project Spent to date:	\$153,905.51 / 83.2%

Little Dell Dam Improvements

Purpose: Improvements as identified by Salt Lake City Department of Public Utilities.

Update: No report of work to date.

District Project Manager:	Bernard Mo, SLCDPU
Project Budget:	\$430,000.00
Project Spent to date:	\$0.00 / 0.0%

Repair and Replace

LCWTP Ozone Control Valve Replacement

Purpose: This is year two of four to replace the LCWTP ozone system control valves. Some of these valves will be replaced and others reconditioned. New valves fall within the capital budget.

Update: No progress to date.

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

LCWTP Chlorinators Replacement

Purpose: Parts for the LCWTP chlorinators are no longer available, and staff was unsuccessful in finding compatible replacements. The chlorinators will be replaced two per year for three years.

Update: No progress to date.

District Project Manager:	Andy Reidling
Project Budget:	\$30,000.00
Project Spent to date:	\$0.00 / 0.0%

POMFWP Perimeter Fence

Purpose: The POMWTP is fenced on the north and east. Security concerns suggest the need to fence the south and west sides of the plant.

Update: Bids were received and will be presented at the December board meeting.

District Project Manager:	Augusto Robles
Contractor:	TBD
Final Completion Date:	June 30, 2025
Project Budget:	\$160,000.00
Contract Amount:	TBD
Spent to Date:	\$0.00
Other Costs:	\$0.00
Project Spent to date:	\$0.00 / 0.0%

Annual Network Server Replacement

Purpose: The District operates servers on multiple networks. These servers have a life expectancy of seven years. New servers host the most critical services for the first three to five years of the lifecycle and then are moved to a less critical role for the remainder of the life cycle.

Update: Staff is obtaining quotes and preparing to purchase new servers.

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

LCWTP UPS Replacement

Purpose: The uninterruptable power supply in the LCWTP pipe gallery is in need of replacement.

Update: A quote was received and will be presented at the December board meeting.

District Project Manager:	Scot Collier
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Real Property Acquisition

Purpose: The District was approached with the option to purchase property along the SLA Corridor. The property is partially encumbered by District easement. Procurement of this property may be advantageous for protecting the SLA and its future refurbishment and/or replacement(s).

Update: This item will be discussed at the December board meeting.

District Project Manager:	Ammon Allen
Project Budget:	\$400,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Miscellaneous

Purpose: This item is set aside for unanticipated capital expenditures.

Update: No expenses to date.

District Project Manager:	Ammon Allen
Project Budget:	\$100,000.00
Project Spent to date / Percent Spent:	\$0.00 / 0.0%

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

Purpose: The District constructed two infiltration basins and an injection well at the LCWTP. These facilities will recharge an estimate 29 acre-feet of water into the aquifer per day. The water can then be extracted through any number of customer-owned wells down-gradient and within the same aquifer.

Update: The well house is constructed. Electrical work is in process. All work except the transformer is anticipated to be complete by December 31, 2024. The electric transformer is anticipated to arrive in April 2025.

Design				
District Project Manager:	Ammon Allen			
Design Engineer:	Hansen, Allen and Luce			
Final Completion Date:	December 31, 2024			
Implementation Plan Spent (FY21):	\$78,487.55			
Engineering Design Contract Amount:	\$961,937.15			
Fiscal Year:	2022	2023	2024	2025
Spent to date:	\$78,431.03	\$420,598.75	\$243,698.30	\$19,753.81
Engineering Design Spent to date:	\$762,481.89 / 79.3%			

Wells Construction	
Contractor:	Hydro Resources
Final Completion Date:	June 30, 2024
Contract Amount:	\$3,674,441.00
Change Orders / Percent:	-\$321,449.97 / -8.75%
Total Spent:	\$3,352,991.03 / 100.0%

SIB and Infrastructure Construction		
Contractor:	COP Construction	
Final Completion Date (est.):	July 25, 2025	
Contract Amount:	\$5,550,687.00	
Change Orders / Percent:	-\$11,727.75 / -0.2%	
Fiscal Year	2024	2025
SIB and Infrastructure Spent to date	\$4,012,619.25	\$97,890.00
Total Spent to date:	\$4,110,509.25 / 73.4%	

Other Project Costs	
Integration (SKM):	\$827.50
District Purchases	\$1,204.00

Total Project Budget:	\$10,821,309.10
Total Project Spent to date:	\$8,324,901.05 / 76.9%



November 26: Staff coordinated with the contractor for power supply to the well house.



December 2: The MAR well house is constructed, albeit with temporary doors.

**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 FY2025 include:

Rehabilitation or Replacement of Existing Facilities

- JVWTP Replace Filter Media \$ 144,790
- Normal Small Capital Improvements \$ 146,866
- JA Normal, Extraordinary Maintenance and Replacement \$ 330,242
- JVWTP Normal, Extraordinary Maintenance and Replacement \$ 259,429
- 150th South Pipe Normal Maintenance and Replacement \$ 10,000

New Non-Capacity Facilities (Compliance/Functional Upgrade)

- JVWTP Filter and Chemical Feed Upgrades \$ 431,210
- JVWTP Floc/Sed 1-2 Seismic Upgrade \$ 200,000
- Jordan Aqueduct Seismic Resiliency \$ 5,376

JVWTP Project Management Expenses \$ 50,000

Total Request FY2025: \$1,577,913

The following report is taken from JVWCD’s November 2024 board packet and covers September 16, 2024 to October 16, 2024.

The contractor has completed the installation of the standing seam sheet metal roof on the Administration Building and is substantially complete.

The first seismic workshop was held in September for the Jordan Aqueduct Seismic Resiliency Study. The consultant is preparing to perform visits to known areas of geologic activity along the Jordan Aqueduct.

JVWCD’s design consultant is completing 90% design drawings and specifications for bidding the JVWTP Filter and Chemical Feed Upgrades and Expansion Project during the spring of 2025. This is a major effort including a new chlorine feed facility, new pH adjustment chemical building, and significant upgrades to the filters.

JVWCD is reapplying for federal funding for the JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades Project. Meanwhile, the design consultant is finalizing the design of the modernized electrical systems.