



MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

10:00 AM

THURSDAY MARCH 13, 2025

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

MARCH 13, 2025
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: March 13, 2025, at 10:00 am
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to Order**
- B. Public, Board and Staff join in the Pledge of Allegiance**

C. Welcome the Public and Guests

D. Public Comment

Written requests that are received – Please do not take over three minutes due to time restraints for other individuals and the Board.

E. Inquire of any conflicts of interests that need to be disclosed to the Board

F. Approval of common consent items

- 1. Minutes of the regular board meeting held February 13, 2025
- 2. Expenses for February 5 to March 4, 2025
 - General Expenses: \$1,270,511.56
 - Zions Bank Bond Payment: \$83,530.83

G. New Employee Introduction

Marco Yovera

H. Employee Recognition

Tori Jensen

I. Department Reports:

- 1. General Manager Report
- 2. Engineering Report
- 3. Water Operations Report (water production and call out report)
- 4. Wastewater Operations Report

5. Controller/Clerk Report
 - Compliance Requirements Report
6. HR Manager Report

J. Project Awards & Agreements

Discussion and possible motion to approve the following project awards and agreements:

1. (Trevor) 8800 W water line replacement project award to Newman Construction in the amount of \$1,420,000.
2. (Trevor) JUB Engineers task order for design and bidding services of the West Side Collection Project Phase 2 in the amount of \$219,900.
3. (Andrew) Renewal of executive health insurance with Regence Blue Cross Blue Shield.
4. (Trevor) GIS database development and maintenance, as-build mapping, and GIS application development by Ardurra in the amount of \$75,000.
5. (LeIsle) UASD annual dues in the amount of \$12,300.

K. Administrative

Discussion and possible motion to approve the following administrative items:

1. (Clint) Approval of Resolution 2025-02 regarding the Division of Drinking Water Lead & Copper Grant/Loan Funding.
2. (LeIsle/Nathan) Approval of Resolution 2025-01 regarding the assignment agreements between the redevelopment agency of Salt Lake County and the Community Reinvestment Agency of Magna
3. (LeIsle) Approve Clint Dilley as the appointed member of the UASD Board of Representatives, and Mick Sudbury as the alternate member to vote on all items of business raised at the Annual Meeting of the Association.

For information and discussion only – no action items:

1. (Nathan) Legislative update and discussion.
2. Next month's board meeting – April 10, 2025, at 10:00 am

- L. Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205.**
- M. Motion to close the closed meeting and re-open the public board meeting.**
- N. Consider action on any noticed agenda item discussed in closed meeting.**
- O. Other Business**
- P. Adjourn**

Meeting Minutes

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

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, February 13, 2025, at 10:00 a.m. at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Call to Order: Jeff White called the meeting to order at 10:00 a.m.

Trustees Present:

Mick Sudbury, Chairman - excused
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller
Trevor Andra, District Engineer
Dallas Henline, Wastewater Operations Manager
Raymond Mondragon, Water Operations Manager
Andrew Sumsion, HR Manager
Steve Clark, Water Operations Manager Assistant
Connor McReynolds, Wastewater Service Maintenance
Justin Long, Water Service Maintenance
Mike Harms, Water Service Maintenance
Gavin Henshaw, Wastewater Service Maintenance

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC
Tracey Gibson, Salt Lake County
Clark Burbidge, Codale Electric
Josh Bean, Bowen Collins & Associates
Todd Richards, Magna City
Marie Owens, AE2S Engineering
Dan Peay, Magna

Pledge of Allegiance: Jeff White lead those in attendance in the Pledge of Allegiance.

Welcome the Public and Guests: Jeff White welcomed those in attendance.

Public Comment: Tracey Gibson with Salt Lake County addressed the Board regarding the Meals on Wheels program. She is speaking to organizations in Magna to encourage people to volunteer for the Meals on Wheels program to service those recipients in the Magna area.

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

Approval of Common Consent Items:

Minutes of the regular board meeting held January 9, 2025

Expenses for December 30, 2024 to February 4, 2025:

General Expenses: \$1,676,666.06

Zions Bank Bond Payment: \$83,530.83

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held January 9, 2025, with a change made to the attendees, Nathan Bracken was shown as being excused, however, was not absent. District Clerk will make that change. The motion also included the approval of the general expenses from December 30, 2024 to February 4, 2025, and the Zions Bank Bond payment in the amount of \$1,676,666.06 and \$83,530.83; respectively. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea.

EMPLOYEE RECOGNITION

Andrew recognized Gavin Hensaw for passing the Wastewater Collections Grade 1 certification. He also recognized the employees that served on the safety committee the last couple of years. Steve Clark, Connor McReynolds, Scott Beck, Bob Batt, Justin Long, Mike Harms, and Kim Cisneros. Each employee received a plaque for their service. These employees helped implemented a new safety manual and put in a lot of work doing so. No action was taken, for full discussion please go to the board meeting recording beginning as position 5:30 to 9:18.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following:

Staffing: There are two vacant positions, water operator & the staff engineer position.

Operations – Water: The Zone 3 emergency backup generator is installed, start up is scheduled for February 20, the fencing around the railroad property is completed, the valve on 4100 S has been installed, and all of the EDR stacks have been installed.

Operations – Wastewater: The total phosphorus report has been submitted, shoring has been installed for the influent pump station.

Office: Yoppify has been used for customer notifications, overall it was positive. There was some helpful feedback, some not so helpful, the District is going to be working on integrating this for other uses, shut off notices, meter change out; for example.

Community: JWCD would like for Magna Water District host a Localscapes class in the District's area. This is scheduled for Thursday, April 10, 2025 from 6:00 – 7:00 pm. We will start advertising in March. This will teach people how to apply for rebates and other localscape questions.

No action was taken, for full discussion please go to the board meeting recording beginning at position 9:19 to 22:05. Please also see the general manager's report inserted in the board meeting packet.

Engineering Report:

Trevor reported on ongoing projects. No action was taken, for full discussion, please go to the board meeting recording beginning at position 22:06 to 28:33. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Steve reported he culinary water production for the month of January was 102.06 million gallons or 279.32-acre feet, a 9.81% increase from 2024. We have purchased 67.34-acre feet of water from Jordan Valley Water. Steve reported the total number of call outs for water and wastewater departments for January was 18. The total hours paid for those call outs was 87.75. No action was taken, for full discussion please go to the board meeting recording beginning at position 28:34 to 31:34. Please also see the water production report inserted in the board meeting packet.

Wastewater Operations Report (including status and call out report): Dallas reported to the board the collections crew is doing their annual manhole inspections. They are working through town from East to West, 2820 S from 8400 W to 8000 W. The biosolids annual report was submitted this week. In 2024 there was 13,530,920 lbs of solids hauled off, 551 truckloads, with no safety accidents reported. There were no actions taken, for full discussion, please go to board meeting recording beginning at position 31:35 to 41:44.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the district is up to date with legal requirements and internal policies.

December 31, 2024 Quaraterly Financial Report (Pre-audited): LeIsle reported the District has completed the year within budget. The amount of funds spent on capital project during 2024 was \$23,432,077, restricted and non restricted funds balances of \$15,342,871 and \$16,504,042; respectively, and the amount of the reduction in accounts payable for the year was \$2,563,455. From the reserve balances on hand, there is \$17,367,529 committed to projects. The District’s master plan called for bonding or loans back in 2021 – 2023, the District has been able to delay that, however, we are at a point that projects need to be held off, or go out for bonding or loans. An update to the master plan is being done now, after the update is completed, it will give the District a better idea of when additional funding is going to be needed. This will be brought to the Board in June or July.

Annual Conflict of Interest Form: The Trustees Conflict of Interest Forms were placed on the District’s website and reported to the Lieutenant’s Office as being on the webiste.

Annual Open and Public Meetings Act Training: A reminder that the Board all needs to complete this training. The training is usually done during the UASD Conference in November each year.

No action was taken, for full discussion please go to the board meeting recording beginning at position 41:45 to 53:24. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew reported to the Board the following:

- Pre-trip inspections – Verizon Connect: Andrew indicated this was discussed last month to move forward with an electronic version of our vehicle inspections. Board gave approval to move forward with the Verizon Connect electronic vehicle inspection with 5 vehicles to try it out and report back.
- Safety focus this month is heart health.

No action was taken, for full discussion please go to the board meeting recording beginning at position 53:24 to 57:00.

PROJECT AWARDS & AGREEMENTS

Discussion and possible motion to approve the following project awards and agreements:

Monthly safety meeting gift cards: Management recommended, upon the Board's suggestion, that a monthly drawing be done for a \$50 gift card if there were no safety violations or safety incidents reported. A motion was made by Jeff White, seconded by Dan Stewart, to approve the safety meeting gift card drawing. The motion was approved as follows: Dan Stewart, yea, and Jeff White, yea. For full discussion, please go to board meeting recording beginning at position 57:01 to 58:27.

SCADA Upgrades Project award to I-D Electric in the amount of \$499,855: A motion was made by Jeff White, seconded by Dan Stewart, to award the SCADA Upgrades Project in the amount of \$499,855. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning at position 58:28 to 1:00:10.

Task Order for Construction management services and programming for SCADA upgrades to AE2S in the amount of \$215,820: A motion was made by Jeff White, seconded by Dan Stewart, to approve AE2S task order for the construction management services and programming for SCADA Upgrades project in the amount of \$215,820. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning at position 1:00:11 to 1:03:24.

Annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,785: A motion was made by Jeff White, seconded by Dan Stewart, to approve the annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,785. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning at position 1:03:25 to 1:10:49.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Change development Extension Agreement warranty period from 2 years to 1 year: A motion was made by Jeff White, seconded by Dan Stewart, to change the development

extension agreement warranty period from 2 years to 1 year. The motion was approved as follows: Jeff White, yea, and Dan Stewart, yea. . For full discussion, please go to board meeting recording beginning at position 1:10:50 to 1:19:01.

For information and discussion only – no action items:

Biosolids Land application sites acquisition: Dallas presented to the board the Biosolids land application sites acquisition. It's a questionnaire that he answered to identify additional land fills for disposal of the District's sludge. No action was taken, for full discussion please go to the board meeting recording beginning at position 1:19:02 to 1:28:56. Please also see insert in the board meeting packet.

Next month's board meeting – March 13, 2025 at 10:00 am

Training & Safety

Discussion and possible motion to approve the following training & safety items:

Management requested the Board approval to attend the following training conferences:

Rural Water – February 24 – 28, 2025, Dixie Center, St. George, UT

Water Users – March 17 – 19, 2025, Dixie Center, St. George, UT

UGFOA – April 1 – 3, 2025, Dixie Center, St. George, UT

AWWA – Mid Year – April 11, 2025, Sandy, UT

WEAU – April 22 – 25, 2025, Dixie Center, St. George, UT

A motion was made by Jeff White, seconded by Dan Stewart, to approve attendance to the spring conferences listed above. The motion was approved as follows: Jeff White, yea and Dan Stewart, yea. For full discussion, please go to board meeting recording beginning at position 1:29:18 to 1:32:38.

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205: Jeff White made a motion to take a brief recess and immediately following, meet in a closed meeting to discuss (1) the character, professional competence, or physical or mental health of an individual, (2) the purchase, exchange, or lease of real property, including any form of a water right or water shares, (3) pending or reasonably imminent litigation, and (4) collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Dan Stewart, yea and Jeff White, yea at 11:33 am.

Motion to close the closed session and to reopen the open session of the Board Meeting: Jeff White made a motion to close the closed session and reconvene the open session at 12:59 p.m. The motion was seconded by Dan Stewart and approved as follows: Dan Stewart, yea and Jeff White, yea.

Consider action on any noticed agenda item discussed in closed meeting: None

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Dan Stewart, seconded by Jeff White, to adjourn the meeting at 12:59 pm. The motion was approved as follows: Dan Stewart, yea, and Jeff White, yea.

Attest

Chairperson

Invoice Payments

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
2/5/2025 TO 3/4/2025**

Check Issue Date	Payee	Amount	Description
2/5/2025	AQUATIC INFORMATICS, INC	4,600.00	DATA SOFTWARE PROJECT- WWTP SCADA
2/5/2025	AQUATIC INFORMATICS, INC	5,040.00	DATA SOFTWARE PROJECT- WWTP SCADA
2/5/2025	CHEMTECH-FORD	600.00	WATER LAB & TESTING
2/5/2025	E.T. TECHNOLOGIES, INC	1,179.86	SLUDGE REMOVAL
2/5/2025	E.T. TECHNOLOGIES, INC	1,981.10	SLUDGE REMOVAL
2/5/2025	E.T. TECHNOLOGIES, INC	1,981.10	SLUDGE REMOVAL
2/5/2025	E.T. TECHNOLOGIES, INC	1,588.06	SLUDGE REMOVAL
2/5/2025	E.T. TECHNOLOGIES, INC	1,607.19	SLUDGE REMOVAL
2/5/2025	E.T. TECHNOLOGIES, INC	2,215.77	SLUDGE REMOVAL
2/5/2025	EVERGREEN BUSINESS SOLUTIONS	79.21	NOTARY STAMP
2/5/2025	JMC INSTRUMENTS & CONTROLS	2,981.91	VALVE REPLACEMENT- HUBER PRESS-WWTP
2/5/2025	KEN GARFF FORD WEST VALLEY	563.92	BRAKE PADES- #8
2/5/2025	METERWORKS	20,345.80	1.5 & 2 METERS, GASKETS, BOLTS & NUTS
2/5/2025	OLYMPUS INSURANCE COMPANY	7,233.00	ADD REUSE FACILITY
2/5/2025	RICOH USA , INC	181.30	ADMIN OFFICE COPIER
2/5/2025	SENERGY PETROLEUM	1,772.30	OIL FOR GENERATOR- EDR
2/5/2025	SENERGY PETROLEUM	912.00	MOTOR OIL-WATER FLEET
2/5/2025	THATCHER COMPANY	8,181.62	CHEMICALS
2/5/2025	TOTAL POWER & CONTROLS, LLC	260.00	UPS-BRINE PUMP STATION VAULT- WWTP
2/5/2025	TOTAL POWER & CONTROLS, LLC	1,012.50	CLEAN & TEST CONNECTIONS & SENSORS- GRIT PUMP- WWTP
2/5/2025	TOTAL POWER & CONTROLS, LLC	646.45	INTALL NEW RELAY- HEADWORKS STEP SCREEN #2- WWTP
2/5/2025	TOTAL POWER & CONTROLS, LLC	352.50	REPLACE RELAY IN SCADA CABINET- SCREW PRESS WASH- WWTP
2/5/2025	TOTAL POWER & CONTROLS, LLC	455.00	NEW LEVEL FLOAT & TEST ALARM- CLARIFIER # 3- WWTP
2/5/2025	VESTIS	164.86	EDR UNIFORMS
2/5/2025	VESTIS	26.89	EDR MATS
2/5/2025	VESTIS	688.89	SHOP UNIFORMS
2/5/2025	VESTIS	457.63	WWTP UNIFORMS
2/5/2025	VESTIS	83.69	EDR UNIFORMS
2/5/2025	VESTIS	26.89	EDR MATS
2/5/2025	VESTIS	91.06	SHOP UNIFORMS
2/5/2025	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
2/5/2025	VESTIS	220.02	WWTP UNIFORMS
2/5/2025	VESTIS	585.26	EDR UNIFORMS
2/5/2025	VESTIS	26.89	EDR MATS
2/5/2025	VESTIS	110.77	SHOP UNIFORMS
2/5/2025	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
2/5/2025	VESTIS	220.02	WWTP UNIFORMS
2/5/2025	VESTIS	65.52	EDR UNIFORMS
2/5/2025	VESTIS	26.89	EDR MATS
2/5/2025	VESTIS	91.15	SHOP UNIFORMS
2/5/2025	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
2/5/2025	VESTIS	220.02	WWTP UNIFORMS
2/5/2025	VESTIS	97.84	ADMIN OFFICE MATS & SUPPLIES
2/5/2025	ZIONS BANK PUBLIC FINANCIAL SVS	62,942.94	COMMERCIAL LOAN PAYMENT
2/6/2025	ADVANCED ENGINEERING & ENVIR. SERVICES	10,951.75	LEAD & COPPER RULE REVISION SUPPORT
2/6/2025	ADVANCED ENGINEERING & ENVIR. SERVICES	27,898.75	SCADA UPGRADES DESIGNS & BIDDING
2/6/2025	ADVANCED ENGINEERING & ENVIR. SERVICES	5,214.75	8800 W WATER REPLACEMENT
2/6/2025	AMBIENTE H2O INC	428.28	CERAMIC LIP SEAL SLEEVE- SEEPEX POLYMER PUMP- WWTP
2/6/2025	AQUA ENVIRONMENTAL SERVICES	5,552.50	UPGRADE CHLORINATION BUILDING SYSTEM
2/6/2025	ARDURRA	8,020.00	MWD 2024 GIS SERVICES
2/6/2025	CHEMTECH-FORD	759.00	WWTP LAB & TESTING
2/6/2025	CHEMTECH-FORD	640.00	WWTP LAB & TESTING
2/6/2025	FERGUSON WATERWORKS #1616	1,023.32	PARTS- GODFREY TRUCKING SERVICE LINE
2/6/2025	GRANITE CONSTRUCTION	2,490.90	COLD PATCH ASPHALT REPAIR
2/6/2025	HUBER TECHNOLOGY	3,380.36	HUBER UPPER WASH BARS - SLUDGE SCREW PRESSES-WWTP
2/6/2025	IGES, INC.	540.29	MWD MATERIALS TESTING
2/6/2025	ORKIN PEST CONTROL	99.00	WWTP PEST CONTROL
2/6/2025	SHI OFFICE FURNITURE	8,401.10	MWD CONFERENCE ROOM TABLE & CHAIRS
2/6/2025	SKM INC.	4,409.14	SCADA MAINTENANCE SEWER SYSTEM
2/6/2025	STANTEC CONSULTING SERVICES INC.	16,481.05	INFLUENT ENGINEERING SERVICES DURING CONSTRUCTION
2/6/2025	STANTEC CONSULTING SERVICES INC.	7,518.81	WRF MASTER PLAN UPDATE 2023
2/6/2025	THE RAGMAN COMPANY	587.00	SHOP RAGS
2/10/2025	AMAZON CAPITAL SERVICES	149.97	OFFICE SUPPLIES- WWTP ADMIN
2/10/2025	AMAZON CAPITAL SERVICES	64.26	OFFICE SUPPLIES- OFFICE
2/10/2025	AMAZON CAPITAL SERVICES	26.96	OFFICE SUPPLIES-OFFICE
2/10/2025	PURCHASE POWER	250.00	POSTAGE
2/10/2025	UTAH-IDAHO TEAMSTERS SECURITY FUND	44,935.50	UNION HEALTH & WELFARE
2/10/2025	WESTERN CONF TEAMSTERS PENSION	41,573.36	UNION PENSION CONTRIBUTION
2/11/2025	ALLSTATE	478.27	INSURANCE
2/12/2025	AIR VISION DIVISION	980.00	DETAIL SERVICE- VACTOR FLUSH TRUCK

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
2/5/2025 TO 3/4/2025**

Check Issue Date	Payee	Amount	Description
2/19/2025	GREATER S.L. MUNICIPAL SERVICES DIST.	250.00	CONSTRUCTION PERMITS
2/19/2025	GREATER S.L. MUNICIPAL SERVICES DIST.	125.00	CONSTRUCTION PERMITS
2/19/2025	PEAK ALARM	1,632.00	EDR MONITORING
2/19/2025	ROCKY MOUNTAIN POWER CO.,	97.47	POWER BOOSTER STATION
2/19/2025	ROCKY MOUNTAIN POWER CO.,	23,839.17	POWER BARTON 1 & 2
2/19/2025	THOMPSON, CHRISTIAN	741.40	PER DIEM- RURAL WATER CONF
2/19/2025	TREVOR ANDRA	238.00	PER DIEM- RURAL WATER CONF
2/19/2025	WEST VALLEY CITY	300.00	CONSTRUCTION PERMITS
2/19/2025	WEST VALLEY CITY	100.00	CONSTRUCTION PERMITS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	7,944.09	STOCK PARTS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	3,854.73	STOCK PARTS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	638.31	STOCK PARTS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	16,928.89	STOCK PARTS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	384.62	STOCK PARTS
2/20/2025	MOUNTAINLAND SUPPLY COMPANY	796.88	AMIAD FILTER REBUILD PARTS
2/20/2025	O'REILLY	431.03	MECHANIC SHOP SUPPLIES
2/20/2025	OSINC, INC	389.99	SAFETY BOOTS
2/20/2025	OSINC, INC	199.95	SAFETY BOOTS
2/20/2025	OSINC, INC	199.95	SAFETY BOOTS
2/20/2025	OSINC, INC	200.00	SAFETY BOOTS
2/20/2025	OSINC, INC	200.00	SAFETY BOOTS
2/20/2025	OSINC, INC	178.00	SAFETY BOOTS
2/20/2025	ROCKY MOUNTAIN POWER CO.,	1,835.30	POWER HAYNES WELL
2/20/2025	ROCKY MOUNTAIN POWER CO.,	45.82	POWER 3500 TANKS
2/20/2025	ROCKY MOUNTAIN POWER CO.,	327.93	POWER SHALLOW WELLS
2/20/2025	ROCKY MOUNTAIN POWER CO.,	446.29	POWER CEMENT BLDG
2/20/2025	ROCKY MOUNTAIN POWER CO.,	2,810.02	POWER7600 RESERVOIR
2/21/2025	ROCKY MOUNTAIN POWER CO.,	98.63	POWER SECONDARY RES PUMP
2/21/2025	ROCKY MOUNTAIN POWER CO.,	12.25	POWER JORDAN VALLEY
2/24/2025	ALIGNMENT SPECIALISTS	156.95	FRONT END ALIGNMENT & REPAIR-#8
2/24/2025	AMERITAS LIFE INSURANCE CORP	1,642.83	INSURANCE
2/24/2025	CHEMTECH-FORD	338.00	WWTP LAB & TESTING
2/24/2025	CHEMTECH-FORD	160.00	WWTP LAB & TESTING
2/24/2025	CHEMTECH-FORD	320.00	WWTP LAB & TESTING
2/24/2025	CHEMTECH-FORD	454.00	WWTP LAB & TESTING
2/24/2025	CHEMTECH-FORD	178.00	WATER LAB & TESTING
2/24/2025	CHEMTECH-FORD	348.00	WATER LAB & TESTING
2/24/2025	CHEMTECH-FORD	529.00	WATER LAB & TESTING
2/24/2025	CHEMTECH-FORD	160.00	WWTP LAB & TESTING
2/24/2025	E.T. TECHNOLOGIES, INC	1,958.47	SLUDGE REMOVAL
2/24/2025	E.T. TECHNOLOGIES, INC	1,959.21	SLUDGE REMOVAL
2/24/2025	E.T. TECHNOLOGIES, INC	1,538.83	SLUDGE REMOVAL
2/24/2025	E.T. TECHNOLOGIES, INC	2,248.34	SLUDGE REMOVAL
2/24/2025	E.T. TECHNOLOGIES, INC	1,725.53	SLUDGE REMOVAL
2/24/2025	HARRINGTON INDUSTRIAL PLASTICS	200.39	COUPLERS -EDR
2/24/2025	HARRINGTON INDUSTRIAL PLASTICS	107.26	COUPLERS -EDR
2/24/2025	MECHANICAL SERVICE & SYSTEMS, INC.	1,160.00	REPLACE OVERHEAD GAS VALVE- MECHANIC SHOP
2/24/2025	MECHANICAL SERVICE & SYSTEMS, INC.	1,612.00	REPLACE GAS HEATER- EAST HEADWORKS- WWTP
2/24/2025	OWEN EQUIPMENT	324.65	LIGHT CORD-#70
2/24/2025	ROCKY MOUNTAIN POWER CO.,	31.96	POWER BACCHUS TANKS
2/24/2025	ROCKY MOUNTAIN POWER CO.,	4,296.69	POWER ADMIN OFFICE
2/24/2025	RULON HARPER CONSTRUCTION, INC	371.55	GRAVEL & ROADBASE FOR REPAIRS
2/24/2025	SKM INC.	3,504.73	SCADA MAINTENANCE- SEWER
2/24/2025	SKM INC.	5,220.49	REPLACE 2 UPS- EDR
2/24/2025	THATCHER COMPANY	7,788.29	CHEMICALS
2/24/2025	THATCHER COMPANY	(7,788.29)	CHEMICALS
2/24/2025	THATCHER COMPANY	7,888.29	CHEMICALS
2/24/2025	UPTOWN EMBROIDERY	135.77	JACKET EMBROIDERY
2/24/2025	UPTOWN EMBROIDERY	36.00	JACKET EMBROIDERY
2/24/2025	UTAH TAP MASTER	46,109.00	INSTALL 14AIS INSTA VALVE- DIP POTABLE WATER LINE
2/24/2025	WHEELER MACHINERY CO	(29.74)	RETURN FILTERS-#84
2/24/2025	WHEELER MACHINERY CO	(317.20)	RETURN MINI EX BUCKET TEETH-#87
2/24/2025	WHEELER MACHINERY CO	(163.74)	RETURN MINI EX BUCKET TEETH-#87
2/24/2025	WHEELER MACHINERY CO	(37.50)	RETURN FILTERS-#84
2/24/2025	WHEELER MACHINERY CO	257.84	FILTERS-#84
2/24/2025	WHEELER MACHINERY CO	330.30	FILTERS-#84
2/24/2025	WHEELER MACHINERY CO	448.37	FILTERS-#87
2/24/2025	WHEELER MACHINERY CO	389.84	MINI EX BUCKET TEETH-#87
2/24/2025	WHEELER MACHINERY CO	178.18	WINDOW LATCHES & GREASE ZERTS- #11
2/24/2025	WHEELER MACHINERY CO	79.15	WINDOW LATCHES- #11

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
2/5/2025 TO 3/4/2025**

Check Issue Date	Payee	Amount	Description
2/24/2025	WHEELER MACHINERY CO	512.32	MINI EX BUCKET TEETH-#87
2/24/2025	WHEELER MACHINERY CO	213.20	MINI EX BUCKET TEETH-#87
2/24/2025	WHEELER MACHINERY CO	44.42	OIL FILTER CAP REPLACEMENT - #84
2/24/2025	WHEELER MACHINERY CO	323.40	OIL SAMPLES KITS
2/25/2025	AIRGAS USA, LLC - CENTRAL DIVISION	179.78	REFILL GAS TANKS
2/25/2025	BLUE STAKES OF UTAH 811	547.58	BILLABLE E-MAIL NOTIFICATIONS
2/25/2025	POLYDYNE INC	13,497.78	CHEMICALS
2/25/2025	SAFETY SUPPLY & SIGN CO.	745.20	SAFETY CONES
2/25/2025	SMITH HARTVIGSEN, PLLC	2,047.50	GENERAL MATTERS
2/25/2025	SMITH HARTVIGSEN, PLLC	2,558.50	LEGISLATIVE MATTERS
2/25/2025	THE LINCOLN NATIONAL LIFE	731.10	INSURANCE
2/25/2025	THOMAS PETROLEUM	3,608.02	DIESEL FUEL- 4100 BOOSTER GEN SET
2/25/2025	UTAH BARRICADE COMPANY	410.50	TRAFFIC CONTROL
2/25/2025	UTAH BARRICADE COMPANY	624.95	TRAFFIC CONTROL
2/25/2025	UTAH BARRICADE COMPANY	595.60	TRAFFIC CONTROL
2/25/2025	UTAH BARRICADE COMPANY	372.00	RENTAL OF BARRICADES
2/25/2025	UTAH BARRICADE COMPANY	606.90	BARRICADE SETUP
2/25/2025	UTAH BARRICADE COMPANY	820.50	BARRICADE SETUP
2/25/2025	UTAH BARRICADE COMPANY	45.00	TRAFFIC CONTROL
2/25/2025	UTAH BARRICADE COMPANY	45.00	TRAFFIC CONTROL
2/27/2025	NATIONAL BENEFIT SERVICES, LLC	52.00	HRA PLAN ADMIN FEE - FEB 2025
2/27/2025	PITNEY BOWES GLOBAL FINAN SERVICES LLC	190.20	POSTAGE MACHINE LEASE
3/3/2025	POSM SOFT LLC	2,500.00	POSM PRO SOFTWARE-CAMERA VAN
3/3/2025	REGENCE BCBS OF UTAH	14,675.38	INSURANCE
3/3/2025	RICOH USA , INC	278.77	EDR COPIER MAINTENANCE
3/3/2025	RICOH USA , INC	276.77	ADMIN OFFICE COPIER
3/4/2025	FUEL NETWORK	5,026.83	FUEL FOR VEHICLES
3/4/2025	HOME DEPOT CREDIT SERVICES	199.00	LEAF BLOWER- EDR
3/4/2025	HOME DEPOT CREDIT SERVICES	887.97	MECHANIC TOOLS
3/4/2025	MID ATLANTIC TRUST COMPANY	3,947.24	401(K)
3/4/2025	PEAK ALARM	2,449.50	FRONT CONFERENCE ACESS CONTROL INSTALL
3/4/2025	PEAK ALARM	142.40	FRONT CONFERENCE ROOM ACCESS CONTROL
3/4/2025	PEAK ALARM	932.80	DSX SOFTWARE ON NEW SERVER
		\$ 1,270,511.56	

VENDOR NAME	AMOUNT	YTD Totals
ADVANCED ENGINEERING & ENVIR. SERVICES	44,065.25	63,687.75
AIR VISION DIVISION	980.00	980.00
AIRGAS USA, LLC - CENTRAL DIVISION	179.78	335.78
ALIGNMENT SPECIALISTS	156.95	156.95
ALLSTATE	478.27	956.54
AMAZON CAPITAL SERVICES	241.19	1,571.14
AMBIENTE H2O INC	428.28	11,451.63
AMERITAS LIFE INSURANCE CORP	1,642.83	4,928.49
AQUA ENVIRONMENTAL SERVICES	33,315.00	33,315.00
AQUATIC INFORMATICS, INC	9,640.00	9,640.00
ARDURRA	8,020.00	15,916.25
BLUE STAKES OF UTAH 811	547.58	856.34
BOWEN COLLINS & ASSOCIATES	17,399.50	58,573.50
CASH (PETTY)	351.38	351.38
CHEMTECH-FORD	6,211.00	12,550.00
CINTAS 1ST AID	413.90	699.97
CLINT DILLEY	238.00	238.00
CORRIO CONSTRUCTION, INC.	422,126.04	604,724.23
DELCO WESTERN	5,127.65	5,127.65
E.T. TECHNOLOGIES, INC	24,921.38	30,661.79
ENBRIDGE GAS	20,812.32	33,759.43
EPIC ENGINEERING, P.C.	31,713.00	31,713.00
EVERGREEN BUSINESS SOLUTIONS	79.21	79.21
FERGUSON WATERWORKS #1616	1,023.32	21,848.32
FUEL NETWORK	5,026.83	8,909.39
GILES, CLINT R	741.40	741.40
GRANITE CONSTRUCTION	2,490.90	2,490.90
GREATER S.L. MUNICIPAL SERVICES DIST.	2,375.00	2,375.00
HACH COMPANY	491.68	1,638.39
HARRINGTON INDUSTRIAL PLASTICS	307.65	307.65
HI- VALLEY CHEMICAL	3,300.49	3,300.49
HOME DEPOT CREDIT SERVICES	1,086.97	1,086.97
HUBER TECHNOLOGY	3,380.36	3,380.36
IGES, INC.	540.29	1,153.94
JMC INSTRUMENTS & CONTROLS	4,100.54	4,100.54
JORDAN VALLEY WATER	31,131.18	60,384.11
KEN GARFF FORD WEST VALLEY	563.92	563.92
LEVERAGE IT SOLUTIONS	2,760.00	11,040.00
MECHANICAL SERVICE & SYSTEMS, INC.	2,772.00	5,056.12

VENDOR NAME	AMOUNT	YTD Totals
METERWORKS	92,566.75	579,990.13
MID ATLANTIC TRUST COMPANY	7,739.24	24,059.87
MILLER PAVING INC.	21,000.00	21,000.00
MOUNTAINLAND SUPPLY COMPANY	30,547.52	35,926.12
NATIONAL BENEFIT SERVICES, LLC	52.00	42,104.00
OLYMPUS INSURANCE COMPANY	7,233.00	235,074.00
O'REILLY	431.03	431.03
ORKIN PEST CONTROL	99.00	188.99
OSINC, INC	1,367.89	1,367.89
OWEN EQUIPMENT	571.13	3,871.68
PEAK ALARM	11,696.70	11,696.70
PITNEY BOWES GLOBAL FINAN SERVICES LLC	190.20	190.20
POLYDYNE INC	13,497.78	13,497.78
POSM Soft LLC	2,500.00	2,500.00
PRECISION POWER INC	454.14	454.14
PURCHASE POWER	250.00	500.00
REGENCE BCBS OF UTAH	14,675.38	44,026.14
RICOH USA , INC	736.84	948.45
ROCKY MOUNTAIN POWER CO.,	33,841.53	130,929.36
RULON HARPER CONSTRUCTION, INC	371.55	2,607.08
SAFETY SUPPLY & SIGN CO.	745.20	745.20
SEBIS DIRECT, INC	25,167.66	26,897.66
SENERGY PETROLEUM	2,684.30	2,684.30
SHI OFFICE FURNITURE	8,401.10	8,401.10
SKM INC.	13,134.36	20,983.15
SMITH HARTVIGSEN, PLLC	4,606.00	5,461.00
STANTEC CONSULTING SERVICES INC.	23,999.86	52,566.55
THATCHER COMPANY	31,475.08	39,205.48
THE LINCOLN NATIONAL LIFE	731.10	2,193.30
THE RAGMAN COMPANY	587.00	587.00
THE SALT LAKE TRIBUNE	343.40	452.80
THOMAS PETROLEUM	3,608.02	8,278.08
THOMPSON, CHRISTIAN	741.40	741.40
TOTAL POWER & CONTROLS, LLC	2,726.45	2,726.45
TREVOR ANDRA	238.00	238.00
UNITED RENTALS (NORTH AMERICA) INC.	1,656.00	1,656.00
UPTOWN EMBROIDERY	171.77	1,845.34
UTAH BARRICADE COMPANY	3,565.45	4,297.45
UTAH TAP MASTER	46,109.00	46,109.00

VENDOR NAME	AMOUNT	YTD Totals
UTAH-IDAHO TEAMSTERS SECURITY FUND	44,935.50	88,321.50
VESTIS	3,497.81	9,929.06
WEST VALLEY CITY	400.00	400.00
WESTERN CONF TEAMSTERS PENSION	41,573.36	68,363.37
WHEELER MACHINERY CO	15,468.08	17,478.69
ZIONS BANK PUBLIC FINANCIAL SVS	62,942.94	62,942.94
TOTALS	1,270,511.56	2,675,519.91

**MAGNA WATER DISTRICT
ZIONS BANK BOND PAYMENT
2/5/2025-03/4/2025**

Check Issue Date	Payee	Amount	Description
2/4/2025	ZIONS FIRST NATIONAL BANK	83530.83	5436869-BOND SER 2013
		\$ 83,530.83	

Manager's Report



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 03/05/25 (March 13th Board Meeting)
RE: Report and Discussion from General Manager

PURPOSE OF MEMO

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

REPORT FROM GENERAL MANAGER

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

STAFFING

- Water Operations
 - Open water service maintenance position on construction crew has been filled
 - A second water service maintenance position has opened up on construction crew and has been posted in house and closes on 3/11/25
- Engineering
 - District Inspector position posted in house & closes 3/5/25. One applicant so far
 - Interviews ongoing for Staff Engineer Position

OPERATIONS

- Water Operations
 - Zone 3 emergency backup generator startup was completed with final load testing scheduled for Mid-March
 - Service maintenance cleaned and inspected brine wet well sump facility
 - Meter crew working on change outs along with Meterworks
- WWTP Operations
 - WWTP working on Q1 biomonitoring samples
 - WWTP OM getting bids or asphalt repairs & paint/stain of facilities on GM walk thru list
 - WWTP team will attend pretreatment lab training

- Office
 - Working through summary of anticipated changes & transition options/plan for union employees that will result from the legislation that was passed on unions
 - Office working on Yoppify notices for meter change outs and sewer cleaning in areas with historic blowback issues

- Delinquent accounts
 - January 2025
 - Accounts that are delinquent: 796
 - Total of all delinquent accounts: \$109,564.70
 - Average delinquent account balance: \$137.64
 - Pink notices sent out = 248
 - Pink notices were 45% effective
 - Red notices were 87% effective as of 1/29/25

 - December 2024
 - Accounts that are delinquent: 908
 - Total of all delinquent accounts: \$124,536.30
 - Average delinquent account balance: \$137.18
 - Pink notices sent out = 352
 - Pink notices were 71% effective
 - Red notices were 94% effective as of 12/23/24

 - November 2024
 - Accounts that are delinquent: 806
 - Total of all delinquent accounts: \$114,845.70
 - Average delinquent account balance: \$142.49
 - Pink notices sent out = 357
 - Pink notices were 64% effective
 - Red notices were 92% effective as of 11/20/24

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - Scheduled Localscapes class for Thursday April 10th from 6-7 pm. Will send out a flyer in mid-March along with website & social media noticing
 - Will include information on fluoride legislation removing the addition of fluoride to drinking water on same flyer as Localscapes class
 - Will include information on \$3.2 million in grant funding MWD secured through drinking water board for lead/galvanized service line replacements
- Work to improve communication & morale with employees
 - Revised performance goals for 2025 with board feedback
 - Will start monthly safety raffle in this month's safety meeting so long as we remain injury free for the quarter
- Work to improve communication with customers
 - Thorough and prompt response to customer concerns and complaints
 - None to report

Engineering Report

Engineering Report (Updated 03/05/25)

Capital and General Engineering Projects

- **8800 West Water line Project**
 - **Upsize the water line in 8800 W from 3100 S to 2600 S. to 12-inch**
 - **Bids received**
- **7200 W and 3100 S Secondary Water Project**
 - **Design nearing completion**
 - **Anticipate bidding March / April**
- **WRF Reuse Project**
 - **Start up Reuse Last week of March in preparation for start of irrigation in April**
- **Influent Pump Station**
 - **Processing submittals and RFI's**
 - **Grit Building foundation rebar being installed**
 - **Excavating Pump Station Site near complete, moving to rebar and concrete**
- **WWTP Facility Plan Update**
 - **WWTP model complete**
 - **Facility assessment complete**
 - **Final Draft complete. Present report and findings in May board meetings**
- **Haynes Well #8 Replacement**
 - **Well drilling and casing design complete**
 - **Pump house design complete**
 - **Working on paperwork and agreement for \$1.31 million grant**
 - **Submitted work plan and cost estimate to EPA for review**
 - **Review Meeting with EPA March 17th**
- **Haynes Well #7 Rehabilitation**
 - **State Review of plan December**
 - **Bid December – January**
 - **Start March 2025 so well is ready for service in summer 2025**
- **West Side Collection Phase 1B Project**
 - **Open cut portion nearing completion.**
 - **SR-201 crossing scheduled for first or second week of April**
- **Solids Handling Building Expansion**
 - **Plan review in progress**
- **Change House**
 - **Alternative Analysis complete.**
- **Zone 3 Secondary Water Reservoir**
 - **Property acquired**
 - **Design complete**
 - **In review by WVC, anticipate bidding March/April**
- **Railroad Parcel**
 - **Appraisal to be completed by 03/12/2025**

Water Operations Report

Water Production Report & Callout Report

February 2025

Water Production Summary

The culinary water production for the month of February was 94.38 million gallons or 256.56-acre feet, a 12.46% increase from 2024. . YTD was 196.45 million gallons or 602.91-acre feet, a 11.08% increase from 2024.

We have purchased 130.78-acre feet of water from Jordan Valley Water.

Callout Report – Water and Wastewater Combined

Total number of call outs - 6

Water – 4

Wastewater – 2

Total Hours for call outs – 30.5

Water – 21.5

Wastewater – 9

Mainline Leak – 1

Service Line Leaks – 0

Miscellaneous - 5

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Feb-25

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2025	2024			2025	2024		
CULINARY WATER								
Well Sources Barton and Haynes	256.56	221.95			535.88	471.21		
To Waste	29.26	28.36			60.65	59.26		
Total Finished Blend EDR	226.22	190.74			472.13	404.92		
JVWCD Magna Reading	62.54	62.67			128.85	131.00		
JVWCD	63.44	62.83			130.78	131.18		
Total Culinary Water	289.66	253.57	12.46%	94,386,001	602.91	536.10	11.08%	196,458,826
SECONDARY WATER								
Irrigation Well #1	-	-			-	-		
Irrigation Well #2	-	-			-	-		
Irrigation Well #3	-	-			-	-		
High Zone (secondary)	-	-			-	-		
Low Zone (secondary)	-	-			-	-		
Total secondary Usage	-	-	#DIV/0!	-	-	-	0.00%	-
Total Production of Water	289.66	253.57	12.46%	94,386,001	602.91	536.10	11%	196,458,826

* EDR Blend + Total Secondary + JVWCD = Total Production

FEBRUARY CALL OUTS

Dept.	Employee	Date	Hours	Description
SEWER	DYLLAN DELOBEL	2/1/2025	3	CHOPPER PUMP FAIL, VFD FAIL
			3	TOTAL POWER REPLACE BREAKER AT HEADWORKS
SEWER	CHET DRAPER	2/1/2025	3	CHOPPER PUMP FAIL, VFD FAIL
WATER	MATTHEW HUNTER	2/2/2025	3	WATER COMING FROM FRONT YARD, 2681 S ATHENA DR
WATER	GAVIN HENSHAW	2/10/2025	3	MAINLINE LEAK, 2930 S 8750 W
WATER	JUSTIN LONG	2/10/2025	3	MAINLINE LEAK, 2930 S 8750 W
WATER	GENE STOTT	2/10/2025	3.5	MAINLINE LEAK, 2930 S 8750 W
WATER	CHRIS THOMPSON	2/10/2025	3	MAINLINE LEAK, 2930 S 8750 W
WATER	MIKE HARMS	2/21/2025	3	OFFICE GATE OPEN
		2/22/2025	3	POST OFFICE LEAKING
Total Callout Hours			30.5	
Total Callouts			6	
Total Water/EDR Hours			21.5	
Total # of Water Callouts			4	
Total WWTP Hours			9	
Total WWTP Callouts			2	

LEAKS

Date	Address	Hours	Mainline/Service
2/10/2025	2930 S 8750 W	12.5	MAINLINE
	TOTAL	12.5	

Controller/Clerk Report

COMPLIANCE OF LEGAL REQUIREMENTS AND INTERNAL POLICIES CHECK LIST

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Posting of Annual Schedule of Regular Board Meetings	1/2/2025	1st Monday in January	1/1/2026
Adoption of District's Annual Tentative Budget	10/10/2024	11/30/2024	10/1/2025
Annual Certification and Filing of Budget with State Auditor	11/30/2024	12/31/2024	12/31/2025
Annual Filing of Impact Fees Report with State Auditor	3/31/2024	3/31/2024	3/31/2025
Annual Filing of Financial Statements with State Auditor	6/30/2024	6/30/2024	6/30/2025
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/31/2025	1/31/2025	1/31/2026
Quarterly Budget to Actual Reports provided to Board of Trustees 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	5/16/2024 8/8/2024 11/14/2024	May July November February	05/31/2025 07/31/2025 11/30/2025 02/28/2026
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	4/27/2024 7/30/2024 10/31/2024	04/30/2024 07/31/2024 10/31/2024 01/31/2025	04/30/2025 7/31/2025 10/31/2025 1/31/2026
WWTP Annual Biosolids Report to State	2/10/2025	3/1/2025	3/1/2026
OSHA 300 Report - Posted & Submitted	3/2/2024	3/2/2024	3/2/2025
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/8/2024	30 days after information has changed	1/1/2025
Semi-annual Report to State Money Management Council June 30 Report December 31 Report	7/15/2024 1/25/2025	07/31/2024 01/31/2025	7/31/2025 1/31/2026
File statement with Division of Corporations re: receipt of notice of claim	1/1/2025	January	1/1/2026
File with Registry of Lieutenant Governor	5/22/2024	A year from the last filing	4/11/2025
Disclosure regarding responsibility of homeowner to repair retail water line	5/1/2024 10/31/2024	Semi-Annually	10/31/2024
Year End W-2's	1/28/2025	January 31	1/31/2026

Quarterly Payroll Reports 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter			
Annual Sales Tax Return	1/28/2025	January 31	1/31/2026
Annual ET Technologies Waste Renewal Certification	4/30/2024	4/30/2024	4/30/2025
Water Use Report	3/31/2024	03/31/2024	3/31/2025
Municipal Wastewater Planning Program Report	4/11/2024	April 15	5/1/2025
Publish Consumer Confidence Report	7/1/2024	Every July 1	7/1/2025
Annual Employee Training Sexual Harassment & Discrimination Tuition Assistance Program Fraud Awareness Training Ethical Behavior Preventing Violence in the Workplace	5/31/2024 On-going 9/1/2024 7/31/2024 6/26/2024	December 31 During Hiring Onboarding December 31 December 31 December 31	5/31/2025 On-going 9/1/2025 7/31/2025 6/30/2025
Annual Trustee Training Open and Public Meetings Act Utah Public Officers' and Employees' Ethics Act New Trustee Special and Local District training Course	11/30/2024 11/30/2024 11/30/2024	12/01/2024 12/01/2024 Within one year of Office	11/30/2025 11/30/2025 11/30/2025
Conflict of Interest Annual certification	1/31/2025	1/31/2025	1/31/2026
Employee Performance Evaluations	11/30/2024	12/31/2024	11/30/2025
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/12/2024	June 30 of following year	12/31/2025
GRAMA Training Annual for Records Officer	4/9/2024	December 2024	4/9/2025
Proper Notice of Public Meetings	Ongoing	date and time	Ongoing
Appoint A Board Chair Person Annually	1/9/2025	January Regular Board Meeting	1/1/2026
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Review Insurance/Bonding Requirements	Annually	December 2024	2025
Review Fund Balance Limitation	Annually	December 2024	2025
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Copies of "Robert's Rules of Order" <small>(b) Subject to Subsection (3)(3), a board of trustees shall: (i) adopt rules of order and procedure to govern a public meeting of the board of trustees; (ii) conduct a public meeting in accordance with the rules of order and procedure described in Subsection (3)(b)(i); and (iii) make the rules of order and procedure described in Subsection (3)(b)(i) available to the public: (A) at each meeting of the board of trustees; and (B) on the local district's public website, if available</small>	ongoing	ongoing	ongoing

Meeting Minutes Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Webiste, District website, and district office and within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listenting.	Ongoing		Ongoing
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8800 W

Waterline



February 26, 2025

Magna Water District
Clint Dilley, P.E.
General Manager
8885 West 3500 South
Magna, UT 84044

**Re: Letter of Recommendation – 8800 West Waterline Replacement Project
Construction Contractor Selection**

Dear Mr. Dilley,

Bids were opened for the construction of the 8800 West Waterline Replacement Project (Project) on Tuesday, February 25, 2025, at 2:00 p.m. at the Magna Water District (District) office. Six sealed bids were submitted and read out loud. The apparent lower bidder for the Project is Newman Construction for a total of \$1,420,000.00.

The following is a summary of the bid results and the Engineer's Estimate.

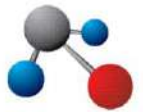
Contractor	Bid Total
Newman Construction	\$1,420,000.00
Tempest Enterprises	\$1,692,458.00
Beck Construction	\$1,852,555.00
Noland and Son Construction	\$1,880,010.00
PNL Construction	\$1,993,295.00
Condie Construction Company	\$2,021,745.50
Engineer's Estimate	\$2,391,070.00

We have reviewed the bid for the apparent low bidder. Newman Construction has submitted a bid bond for the correct amount of 5% of the bid price, and the bonds are properly completed and notarized.

Newman Construction has completed many projects of this size and type including one for the District five years ago. We believe they are competent and they have given the District a favorable bid price. If the District chooses to move forward with this Project, then we recommend awarding the project to Newman Construction.

If you have any questions about our recommendation, please reach out to me directly at (801)-597-2449 or via email at Stockton.denos@ae2s.com.

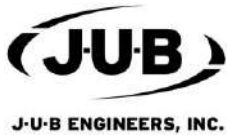
Magna Water District
Letter of Recommendation
Page 2 of 2



Submitted in service,

Stockton Denos, PE
AE2S Project Manager

JUB Engineers



J-U-B ENGINEERS, Inc.

Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Magna Westside Collection System Improvements: PROJECT 2

CLIENT: Magna Water District

J-U-B PROJECT NUMBER: 83-25-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Magna Water District (District) is increasing the capacity of their wastewater collection system on the west side of Magna Metro Township through a series of Phased Projects, 1 through 5. This scope is for the engineering design services for Project 2 identified in the Basis of Design Report by Stantec, dated December 22, 2021.

Project 2 is anticipated to be a 30-inch PVC sewer that will be designed from 8000 W to 8400 W (approx. 3,000-LF) along the southside of HWY UT-201. Design is planned to be completed in 2025 with construction taking place in 2026.

The design includes the following components:

- Connection to the south end of Project 1B.
- Tunnel vs Open Cut feasibility evaluation at 8000 W crossing. Open cut construction is anticipated but groundwater and soil conditions may influence costs and constructability.
- Connection to the existing 24-inch sewer main in 8000 W.
- ROW and easement coordination with UDOT, Maverick, and Kennecott.
- Tunnel design for 8400 W.
- Connection to existing 21-inch sewer main on the west side of 8400 W.
- Final manhole of Project to be installed approx. 62-ft NW of the west side of 8400 W to be outside of the UDOT ROW.
- Review of the proposed 0.06% slope in the Basis of Design Report in relation to flows, construction, and conflicts.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

Set up project into J-U-B's financial and record keeping systems for document retention and project controls.

Set up project into J-U-B's financial and record keeping systems for document retention and project controls.

Coordinate quality assurance / quality control (QA/QC) processes.
Communicate and coordinate J-U-B team activities.
Regularly monitor project status, budget and schedule.
Provide ongoing document handling and filing.

Deliverables

- a. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
- b. Provide a monthly invoice including budget status.

B. Task 020: AS-BUILT RESEARCH AND UTILITY INVESTIGATIONS

J-U-B will research the location of existing utilities at and/or near the design alignment. We will review record drawings, reach out to utilities for drawings and mapping information and add this information to the base map noted in Task 030. Potential utilities include existing sewer, electrical power, gas, telephone, fiber optic, and cable TV. This task also includes coordination with Kennecott to locate their waterline near the connection at 8000 W to the extent possible. This task includes internal QA/QC.

Assumptions:

- a. MWD will perform potholing as needed for this project.

Deliverables:

- b. Civil 3D file of utilities

C. Task 030: SURVEY, BASE MAPPING, AND BOUNDARY SURVEY

1. Subtask 001: Survey

- a. In conjunction with Task 020, J-U-B will investigate the site through a control survey, topographic survey and utility survey to locate surface features, and accessible gravity system measure down elevations along the alignment. Topographic survey will be collected every 50 feet. A drone will be used to supplement the information during the field survey. We will prepare a base map with this information. The base map will also include the District's as-built and collected utility information from Task 020. As part of this task, we will locate and provide survey for the borehole(s) that will be drilled as part of the geotechnical investigation (provided through a separate contract between IGES and MWD). This task includes internal QA/QC. The boundary survey includes investigating land monuments, plats, records of surveys, easements, rights-of-way and property lines along the preferred trunk sewer alignment.

2. Subtask 002: Easements

- a. After completing initial work on the existing boundary survey, this task includes developing permanent easements for MWD and temporary easements for construction. These easements will be identified for the 30% review stage. Easement limits will be identified and shown on the 30% concept plan, and parcel tax identification numbers will be analyzed to determine assessed value from the Salt Lake County GIS parcel database. Easement valuation summaries will be prepared using the parcel assessed value and submitted to MWD. Title reports will be ordered on parcels where the sewer may be located out of the public ROW.

Assumptions:

- a. MWD is assumed to take the lead on negotiating and acquiring the easements once the locations are determined. J-U-B has included \$5,000 to assist in this effort.
- b. For the purpose of estimating professional services, two permanent easements are assumed, one through a parcel along the south side of HWY UT-201 (Kennecott) and one at the end of the project on the west side of 8400 W (Maverik). This task includes internal QA/QC.
- c. It is assumed that no easement will be required for UDOT right-of-way, only permitting and coordination.

Deliverables:

- a. Civil 3D Base map including topographic survey, identified and discovered utilities, and existing right-of-way and easements boundaries.
- b. Exhibits and descriptions for up to two easements.

D. Task 040: GEOTECHNICAL SERVICES

IGES will provide general geotechnical soil investigation and a report for the project under a separate contract with MWD. GEI will provide geotechnical engineering assistance for the 8000 W and 8400 W crossings via open cut or tunnel. This scope assumes 8000 W will likely be open cut and 8400 W will be tunneled. GEI will provide a geotechnical baseline report and lead the design and specification development for the tunnel under 8400 W. GEI's scope has been provided to J-U-B and has been included here in the subtasks of Task 040 based on their understanding of the project:

1. Subtask 001: Geotechnical data collection coordination

- a. GEI will coordinate with IGES to outline needed field and lab geotechnical data at the tunnel locations, and other exploration needs.
- b. Site visits to observe geotechnical borings alongside IGES at tunnel locations to collect descriptions and information of interest.
- c. We have assumed 4 borings will be conducted to support tunnel design under 8400 and potentially 8000 West and that the duration of drilling for these two borings will not take longer than 2 working Days.
- d. Review the geotechnical report authored by the project geotechnical subconsultant for tunnel-related aspects.

2. Subtask 002: Feasibility and Cost Evaluation for the 8000 W tunnel vs. Open Cut

- a. GEI will review data collected during subtask 1 and available geological maps to identify general subsurface conditions and hazards. GEI will also review the database of water well logs maintained by the Utah Division of Water Rights which often contain general subsurface conditions. A site visit will be conducted to understand project layout, to evaluate potential constructability impacts, and to observe near surface geotechnical conditions where possible. GEI's review will focus on the risk-reducing aspects for design and planning of trenchless construction.
- b. GEI's study will be summarized in a memo, in conjunction with J-U-B, used to assess trenchless construction methods versus open cut at the proposed 8000 West crossing location. The memo will address potential trenchless risks and risk mitigation strategies incorporating constraints posed by potential utility and layout conflicts, subsurface ground conditions, engineers opinion of probable construction costs and third-party impacts.

3. Subtask 003: Geotechnical Baseline Report (GBR)

- a. GEI will prepare a Geotechnical Baseline Report (GBR) for the 8400 W tunnel crossing. The GBR differs from typical geotechnical data reports in several ways. The intended reader of the report is the tunnel contractor rather than the design engineer. The report provides interpretation of the ground conditions and sets baselines of those conditions to aid the contractor during bidding and to resolve differing site condition (DSC) claims during construction. As a risk mitigation tool, the GBR allows the MWD to decide what ground conditions the contractor must account for in its bid price. For the GBR to be effective, the contract documents between the owner and contractor must address the DSC clause. A DSC may be defined as subsurface or latent physical conditions at the site which differ materially from those indicated in the contract. The GBR is how subsurface geologic conditions (soil, rock, and ground water) are indicated in the contract.

- i. Development of the GBR scope includes:
 - (a) One GBR consolidating findings for the 8400 W crossing.
 - (b) Preparation of the GBR in general accordance with the 2022 guidelines published by ASCE.
 - (c) Reference of the geotechnical investigation report and the results of field exploration and laboratory testing performed by IGES.
 - (d) Provide a site vicinity map, boring location plan and geologic profile for the trenchless portions of the project.
 - (e) Baseline ground classification and anticipated ground behavior with respect to shaft, and tunnel excavation and support using the appropriate Tunnelmans' Classification System.
 - (f) Provide interpretation of groundwater conditions.
 - (g) Review alignment and configuration options for the tunnels.
 - (h) Provide a discussion of the allowable shaft and tunnel construction including potential construction challenges the contractor needs to account for during bidding.
 - (i) Evaluate potential impacts to adjacent structures (if any).

A draft version of the GBR (in electronic format) will be submitted to J-U-B for review. Upon incorporation of any comments, GEI will issue a final, stamped report.

4. Subtask 004: Tunnel Specifications, Drawings, and Engineering

Specifically, GEI will:

- a. Provide the following specifications in support of the subject project for the proposed tunneled crossings:
 - (a) Construction of launch and receiving shafts
 - (b) Tunnel installation and initial support
 - (c) Carrier pipe installation and backfill grouting
 - (d) Contact grouting
 - (e) Geotechnical instrumentation and monitoring
- b. Provide the following drawings and details directly or as redlines to J-U-B's drawings in support of the subject project:
 - (a) Casing and carrier pipe and blocking as applicable based on allowable tunnel means and methods.
 - (b) Contact grouting details.
 - (c) Geotechnical instrumentation and monitoring layouts and details for the crossing.
- c. Provide the following engineering tasks to support the specifications, assuming initial support of a jacked or rammed steel casing:

- (a) Calculate the anticipated installation loads for the proposed tunnel alignments based on anticipated ground conditions and construction means and methods.
- (b) Design the minimum casing pipe thickness for the tunnel alignments to resist anticipated installation and long-term loading scenarios.
- (c) GEI will perform calculations estimating the dimensions and magnitude of the settlement trough for the proposed tunnel.
- (d) Provide calculations for contact grouting pressures considering impacts to the structural integrity of the steel casing and potential for ground surface heave.
- (e) Cost estimate in conjunction with over J-U-B project cost estimate: Once subsurface conditions are characterized and preliminary design is complete including development of allowable tunnel construction and shaft support methods, GEI will provide a cost estimate for the preferred trenchless crossing method based on industry standards and best practices. GEI's cost estimate will be limited to the installation of temporary ground support for the planned 4 construction shafts and the installation of 2 tunnel initial support systems (steel casing pipe).

5. Subtask 005: Meetings/Project Management/Coordination

- a. GEI will attend up to six, one-hour design meetings with J-U-B. For the purpose of this proposal, we have assumed meetings will be held virtually.

GEI Assumptions and Exclusions:

- a. Site access and coordination including but not limited to site access permits, private property access, environmental permits, and/or excavation permits besides those required listed above will be provided by others and secured prior to drilling. Costs, if any, associated with obtaining other permits or bonding from public agencies are more than the cost estimate accompanying this scope of services.
- b. Private utilities in the area of our proposed boring locations will be identified and marked by others prior to commencing our subsurface investigation.
- c. GEI assumes a Blue Stakes utility locate meet will not be required.
- d. GEI will not provide traffic control for drilling operations where required (IGES to include if needed).
- e. A utility locate will be conducted to assist IGES in clearing the boring locations along the alignment. It is assumed that the borings will be accessible with truck-mounted drilling equipment.
- f. Contaminated soils, bedrock, and/or groundwater will not be encountered during our subsurface exploration. Identification, collection, treatment, and disposal for contaminated soils are omitted from this scope.
- g. GEI has assumed that off-site disposal of soil will not be required at any of the proposed drilling locations.
- h. Significant weather and cancellations will not impact the schedule of the proposed field studies.
- i. Site restoration related to surface disturbance from the geotechnical investigation will not be required.
- j. Soil and/or rock samples collected during the exploratory drilling will remain at GEI's office for a period of 60 days after completion of the final report and will then be disposed.
- k. GEI will either incorporate design elements into drawing details or suggest modifications to standard J-U-B details and specifications.
- l. A draft version, in electronic format, of geotechnical reports, drawing details, and technical specifications will be submitted to J-U-B for one round of reviews. These items will be revised per J-U-B's comments and finalized.
- m. Cost estimate is limited to initial ground support for tunnel construction.
- n. Scope does not include considerations for dewatering, contaminated soil or groundwater excavation or disposal, other environmental constraints, or ground improvement.

E. Task 050: PRELIMINARY 30% DESIGN SERVICES

J-U-B will bring together staff from J-U-B and MWD in an initial kickoff meeting to discuss all of the options for the alignment and the two crossings.

The Preliminary 30% Design Services task includes developing a preliminary vertical alignment for the sewer from the outfall connection point at the existing manhole near the end of Project 1B to the final manhole located west of 8400 W. The task also includes verifying pipe capacity to accommodate existing and future flow rates, provided by MWD, and developing a horizontal preliminary design alignment for the sewer. We will develop a preliminary (or 30%) level engineer's opinion of probable construction cost based upon quantities developed through preliminary design (including a contingency associated with an AACE Class 3 Estimate). J-U-B will perform QA/QC for this task.

This task also includes the tunnel vs open cut memorandum of the 8000 W crossing, internal meetings (30-min, every other week), and a 30% review meeting with MWD.

Deliverables:

- a. 30% Design Plan/Profile Sheets.
- b. Preliminary Opinion of Probable Construction Cost and schedule.
- c. Tunnel vs. Open Cut Feasibility Memorandum

F. Task 060: 60% DESIGN SERVICES

1. Subtask 001: 60% Design

- a. The 60% Design Services task will address the comments received during the 30% Review Meeting with MWD and the stakeholder coordination meetings. The design package will include:
 - b. General sheets: these will include cover, abbreviations, legends, and notes.
 - c. Plan and Profile sheets: these will include the sewer trunk showing plan and profiles anticipated at 1" = 20' scale.
 - d. Survey Control / Total Ownership Map / Staging and Access Plan sheets: these will include property ownership and existing easements as well as potential staging plans.
 - e. Trenchless Methodology Crossing Plans and Details: these will include a crossing plan for the steel casing under 8400 W with applicable casing/boring details (as described in Task 040 by GEI).
 - f. Miscellaneous Details sheets: these will include typical trench, sewer, and MWD standard details as available.

During this stage in the design, we will identify design details, technical specifications, and the front-end contract documents. We will also update the Engineers Opinion of Probable Construction Cost (EOPCC, AACE Class 2 Estimate) and the schedule. J-U-B will create a Bluebeam Studio Session to facilitate review by MWD.

This task also includes internal meetings (30-min, every other week), 60% review meeting with MWD, and one (1) combined meeting with stakeholders (UDOT, Maverick, and Kennecott).

Deliverables:

- a. 60% Design drawings. Table of contents for the front-end contract documents and technical specifications. Updated EOPCC and schedule.

2. Subtask 002: Develop MOT Concept for UDOT Rights-of-Way

J-U-B Traffic Engineering staff will coordinate with the design team and UDOT, Region 2 Traffic Staff to develop a concept for the Maintenance of Traffic (MOT) for project work within UDOT Rights-of-Way.

Assumptions:

- a. Attend internal project coordination meetings (1 Traffic Staff, up to 8 meetings of 30 minutes each)
- b. Attend the 60% Milestone Review Meeting (1 Traffic Staff)

- c. Attend one (1) stakeholder meeting with UDOT (1 Traffic Staff)
- d. J-U-B Traffic Staff will coordinate directly with UDOT, Region 2 Traffic Staff for review and revision of the MOT Concept.
- e. Scope of work does not include site visit(s) by Traffic Staff.
- f. Traffic counts will not be provided as part of this scope of work.
- g. No traffic modeling is anticipated as part of this scope of work.

Deliverables:

- a. Scroll Plot of the conceptual layout for traffic control on UDOT roadways during construction.

G. Task 070: 90% DESIGN SERVICES

1. Subtask 001: 90% Design

The 90% Design Services task will address the comments received during the 60% Review Meeting with MWD and Bluebeam Studio Session comments. J-U-B will complete the design plans and details as well as the front-end contract documents and the technical specifications. We will also update the EOPCC (AACE Class 1 Estimate) and the schedule. This task also includes a 90% review meeting with MWD and applicable stakeholders and internal QA/QC. J-U-B will create a Bluebeam Studio Session to facilitate review by MWD.

This task also includes internal meetings (30-min, every other week), 90% review meeting with MWD, and one (1) combined meeting with stakeholders (UDOT, Maverick, and Kennecott), and one presentation to the MWD Board if required.

Deliverables:

- a. 90% Design package including contract documents, technical specifications and drawings for Agency Review. Updated EOPCC and schedule.

2. Subtask 002: Develop Limitations of Operations for MOT within UDOT Rights-of-Way

J-U-B Traffic Engineering staff will coordinate with the design team and UDOT, Region 2 Traffic Staff to finalize a concept for the Maintenance of Traffic (MOT) for project work within UDOT Rights-of-Way and author a "Limitations of Operations" specification, which will provide direction to the selected Contractor as they will prepare the traffic control plan and obtain permits from UDOT for construction.

Assumptions:

- a. Attend internal project coordination meetings (1 Traffic Staff, up to 8 meetings of 30 minutes each)
 - b. Attend the 90% Milestone Review Meeting (1 Traffic Staff)
 - c. Attend one (1) stakeholder meeting with UDOT (1 Traffic Staff)
 - d. J-U-B Traffic Staff will coordinate directly with UDOT, Region 2 Traffic Staff for review and revision of the Limitations of Operations specification.
- a. Scope of work does not include site visit(s) by Traffic Staff.
 - b. Traffic counts will not be provided as part of this scope of work.
 - c. No traffic modeling is anticipated as part of this scope of work.

Deliverables:

- a. "Limitations of Operations" Specification, for inclusion in the project specifications package.

H. Task 080: 100% DESIGN SERVICES/BID SET

1. Subtask 001: 100% Design

J-U-B will make any final modifications to the contract documents, technical specifications and drawings as identified through internal QA/QC and the 90% Review Session.

J-U-B will publish the contract documents, technical specifications and ½ size 11x17 drawings into a three-volume complete biddable package. The documents will be provided to MWD in PDF

format. This task also includes internal QA/QC. J-U-B will create a Bluebeam Studio Session to facilitate a final review by the District.

Deliverables:

- a. 100-percent bid ready design package including contract documents, technical specifications and drawings for Bidding. Updated final EOPCC and schedule.

I. **Task 090: PROCUREMENT SUPPORT**

For this task, J-U-B will support MWD during the bidding period. The overall description of this task is included below:

- a. Pre-Bid Meeting
 - i. J-U-B will assist the district in preparation for and conducting of the Pre-Bid Meeting including preparation of agenda and meeting minutes.
- b. Contract Questions and Addenda
 - i. J-U-B will support the district by assisting in the response to bidder questions and prepare up to two addenda as needed during the bid phase.
- c. Bid Opening
 - i. J-U-B will support the district by preparing for, attending, and preparing a bid tabulation for the project bid opening.
- d. Recommendation of Award
 - i. J-U-B will review the bid tabulation, verify bid requirements, and issue a recommendation of award to MWD staff.

Assumptions:

- a. Advertisement and bidding of the project will be handled by MWD through a public procurement site such as U3P or similar. All bidding documents, addenda, questions/responses, etc. will be managed through this site by MWD.
- b. The work for this subtask will be limited to the hours defined on the attached fee schedule. Request for additional services above those included in the fee schedule can be provided with approval of additional services.
- c. No substantial design changes are anticipated for any needed addenda identified during the bidding process.

Deliverables:

- a. Pre-Bid Meeting Agenda and Minutes
- b. Addenda
- c. Bid Tabulation and Recommendation of Award

J. **Exclusions**

- a. The following tasks are specifically excluded from this scope of work for the time being.
 - i. Public Involvement Services
 - ii. Construction Administration Services.
 - iii. Construction Observation Services.
 - iv. Post-Construction Services.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

- 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.

- b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

- C. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
- D. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- E. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- F. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Ceiling Amount Shown)	\$8,400	April – December 2025
020	As-Built Research, and Utility Investigations	Time and Materials (Ceiling Amount Shown)	\$5,800	April
030	Survey, Base Mapping, and Boundary Survey	Time and Materials (Ceiling Amount Shown)	\$41,600	April-May
040	Geotechnical Services (GEI)	Time and Materials (Ceiling Amount Shown)	\$51,800	April-May
050	30% Design Services	Time and Materials (Ceiling Amount Shown)	\$28,500	May-June
060	60% Design Services	Time and Materials (Ceiling Amount Shown)	\$30,900	July-August
070	90% Design Services	Time and Materials (Ceiling Amount Shown)	\$35,900	September-October
080	100% Design Services/Bid Set	Time and Materials (Ceiling Amount Shown)	\$10,700	November
090	Procurement Support	Time and Materials (Ceiling Amount Shown)	\$6,300	December 2025
Total:			\$219,900	

G. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- None

For internal J-U-B use only:

PROJECT LOCATION (STATE): [Click or tap here to enter text.](#)

TYPE OF WORK: Choose an item.

R&D: [Yes or No](#)

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)

Regence BCBS



Regence BlueCross BlueShield of Utah is an Independent Licensee of the Blue Cross and Blue Shield Association

Important: We're Continuing to Offer Your Group Health Coverage.

January 10, 2025

MAGNA WATER DISTRICT
Attn: Group Administrator
PO BOX 303
MAGNA, UT 840440303

Renewal Effective Date: April 1, 2025
Group Number: 60014564

Dear Group Administrator,

Your group health insurance coverage is coming up for renewal. **On April 01, 2025 your group members will be automatically re-enrolled and can keep your group's current coverage.** Below are changes we'll be making to the plan and options to consider to possibly lower your costs or choose a new plan.

Changes we're making to your group's current coverage

- Premium - Your new premium starts in April. Your monthly premium is reflected in the attached rate sheets. This is an estimate based on current enrollment. This amount may change depending on the individuals who actually enroll in the plan. **Check to see if you have other options at HealthCare.gov.**

Plan ID	Plan Name & Network	Benefit Changes	Cost Sharing Changes
22013UT1980006	Regence BluePoint Platinum 500 VB Participating	No Change	No Change

This plan isn't being offered through the Small Business Health Options (SHOP) Marketplace. If you're eligible for a small business health care tax credit, you usually can get that credit only if you buy insurance through the SHOP Marketplace.

What if I want to change plans?

- You may be able to choose a new health plan, or offer your employees a choice of plans through different insurance companies or through the SHOP Marketplace. If you have fewer than 25 full-time-equivalent employees, you might qualify for a small business health care tax credit if you buy insurance through the SHOP Marketplace.
- You can choose to buy a new health plan directly from an insurance company or with the help of an agent or broker. But remember: If you're eligible for a small business health care tax credit, you usually can get that credit **only** if you buy a plan through the SHOP Marketplace.
- You generally can buy coverage any time. If group members enroll by the 1st of the month, coverage

can begin on the 1st of the following month.

What else should I look at before deciding to keep or change my plan?

Call or visit the plan's website to check which doctors, other health care providers, and prescription medications are covered by the plan. This is an important step when choosing a plan that meets the needs of your group members.

Questions?

- Call your agent or Regence account executive between the hours of 8:00 am and 4:30 pm.
- Visit [HealthCare.gov](https://www.healthcare.gov) or call 1-800-706-7893 (TTY: 1-800-706-7915) to learn more about the Health Insurance Marketplace.

Getting Help in Other Languages

Spanish (Español): Para obtener asistencia en Español, llame al 1 (866) 634-8783.

Additional Renewal Information

Completing your renewal just got easier! The renewal process is now online and can be accessed through Employer Center at employercenter.regence.com. You can renew your group, shop for other renewal options, and update account information.

What to do now.

Your designated Employer Center user should log on to Employer Center to access the renewal. Your designated Employer Center user can also grant you access.

If your group doesn't have access, you can go to [Employer Center](#) to request access. You will be sent registration information to create your account. When you have completed your account set up, your renewal will be waiting for you.

Finalizing Your Group Health Plan Renewal

If you choose to make benefit and/or rate structure changes, this will require that you sign and return a new rate sheet no later than the 1st of the month prior to your renewal.

In order comply with ACA regulations, Regence and all health insurers are required to maintain annual information on the average number of individuals employed by each employer group we serve. **Please complete the Average Number of Employees Request Form included in this renewal packet and return by fax, e-mail or mail.**

If you have questions, need additional information or need general assistance, please contact our Small Group Service Center at (800) 505-6801 or by email at FAXUTSBURenewals@regence.com. For the most up-to-date resources, provider information, and product details, visit regence.com.

Sincerely,

Lori Allem
Account Executive
Phone: 801 333-5660

cc: BRANDON COMBS



Proposal for:
MAGNA WATER DISTRICT

Presented by:
BRANDON COMBS
HEALTH FIRST INSURANCE
Lori Allem
Regence BlueCross BlueShield of Utah

Renewal Letter
Product Comparison
Small Group Incentive Wellness Program
Life Solutions for Small Groups
Existing Product(s) Rate Pages
Renewal Product(s) Rate Pages
Employee Premium Comparison
Employee Choice Form
Underwriting Assumptions
Summary of Benefit Changes and Contract Language Clarifications
Average Number of Employees Request Form

Regence



UTAH

Family deductible and out-of-pocket maximum (OOPM) is 2x individual

BluePoint Platinum 500	No-math plan	BluePoint Gold 1000	BluePoint Gold 2000	BluePoint Gold 2000 Rx 1000*	BluePoint Gold 2500
	BluePoint Platinum 1150				

Unless otherwise specified, the out-of-network coinsurance for all benefits is 50% and is subject to the out-of-network deductible.

Networks offered on these plans	Preferred ValueCare, FocalPoint, Participating, or Preferred BlueOption Preferred ValueCare, FocalPoint and Participating can be offered together or separate. Preferred BlueOption must be offered with FocalPoint.					
In-network deductible / out-of-network deductible	\$500 / \$3,000	\$1,150 / \$3,000	\$1,000 / \$5,000	\$2,000 / \$5,000	\$2,000 / \$5,000	\$2,500 / \$5,000
In-network OOPM / out-of-network OOPM	\$3,000 / \$10,000	\$1,150 / \$10,000	\$8,550 / \$10,000	\$6,750 / \$10,000	\$6,750 / \$10,000	\$6,750 / \$10,000
Preventive care	Covered in full for in-network services					
Regence Advantages	regence.com/member/resources/advantages-discounts Program is offered in addition to your medical plan but is not insurance					
Employee Assistance Program	Covered in full (4 counseling visits per incident)					
Behavioral health	\$20	0%	\$30	\$35	\$35	\$35
Virtual care	\$10	0%	\$10	\$10	\$10	\$10
Primary care provider	\$20	0%	\$30	\$35	\$35	\$35
Specialist	\$30	0%	\$50	\$55	\$55	\$55
Urgent care	\$30	0%	\$50	\$55	\$55	\$55
Maternity	10%	0%	25%	20%	20%	30%
Inpatient hospital	10%	0%	25%	20%	20%	30%
Outpatient surgery & services	10%	0%	25%	20%	20%	30%
Outpatient lab & radiology	10%	0%	25%	20%	20%	30%
Outpatient complex lab & imaging	10%	0%	25%	20%	20%	30%
Outpatient rehab	\$20	0%	\$30	\$35	\$35	\$35
Emergency room**	\$300	0%	\$350	\$350	\$350	\$350
Hearing aids & evaluation \$1,000 limit per calendar year, regardless of age	10%	0%	25%	20%	20%	30%
Pediatric vision up to age 19	Annual eye exam plus 1 pair of frames and lenses or contacts once per year at \$0 in / 25% out; deductible always waived					
Pediatric dental up to age 19**	0% Preventive					
Acupuncture / spinal manipulation (10 visits per year)	\$20	0%	\$30	\$35	\$35	\$35
In-network coinsurance for other covered medical care	10%	0%	25%	20%	20%	30%
Optimum Value Medication List	N/A	Yes	N/A	N/A	Yes	N/A
Rx Tier 1 (Preferred generics)**	\$8	0%	\$15	\$10	\$10*	\$10
Rx Tier 2 (Generics)**	\$35	0%	\$35	\$35	\$35*	\$35
Rx Tier 3 (Preferred brands)**	\$30	0%	\$50	\$50	\$50*	\$50
Rx Tier 4 (Brands)**	50%	0%	50%	50%	50%*	50%
Rx Tier 5 (Preferred specialty)**	20%	0%	20%	20%	20%*	20%
Rx Tier 6 (Specialty)**	50%	0%	50%	50%	50%*	50%

 = Deductible waived

 = Deductible applies

*Separate \$1,000 Rx deductible (2x family)

**In-network cost-share, deductible (when applicable) and out-of-pocket maximum apply for care you receive either in or out of the network.

Group Name : MAGNA WATER DISTRICT
 Producer : BRANDON COMBS
 Effective Date : April 01, 2025



Existing Products and Rates - Regence BluePoint Platinum 500 - Employee Choice

Platinum 500 : \$20 Prim/\$30 Spec Copay, \$500 Ded, 10% Coins, \$3,000 OOPM, Participating Network, Pharmacy : Pref Generic/Generic \$8/\$35, Pref Brand/Brand \$30/50%, Pref Specialty/Specialty 20%/50%, Ded Waived, Adult Choice Vision, EAP - 4 visits, Participating

Age Banded Medical Rates (per member, per month)					
Age	PMPM	Age	PMPM	Age	PMPM
0-14	\$398.29	31	\$702.45	48	\$992.54
15	\$398.29	32	\$702.45	49	\$1,032.22
16	\$398.29	33	\$702.45	50	\$1,073.79
17	\$398.29	34	\$702.45	51	\$1,116.48
18	\$398.29	35	\$702.45	52	\$1,160.68
19	\$402.22	36	\$702.45	53	\$1,206.89
20	\$402.22	37	\$709.48	54	\$1,255.10
21	\$506.18	38	\$720.03	55	\$1,305.33
22	\$531.29	39	\$732.59	56	\$1,357.06
23	\$562.94	40	\$747.94	57	\$1,411.30
24	\$602.11	41	\$766.52	58	\$1,467.56
25	\$656.24	42	\$789.63	59	\$1,512.25
26	\$688.89	43	\$816.75	60	\$1,512.25
27	\$702.45	44	\$849.40	61	\$1,512.25
28	\$702.45	45	\$883.05	62	\$1,512.25
29	\$702.45	46	\$918.20	63	\$1,512.25
30	\$702.45	47	\$954.87	64+	\$1,512.25

Rate Summary			
	Premium Amount	Employer Contribution	Employer Responsibility
Employees	\$6,261.87	99.00 %	\$6,199.25
Dependent	\$8,697.07	0.00 %	\$0.00
Total	\$14,958.94		\$6,199.25

Overall Rate Change for Group

% Change of Medical / Rx Rate: 7.65%
% Change of Dental Rate: N/A
% Change of Total Rate: 7.65%

Group Name : MAGNA WATER DISTRICT
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All medical options on this quote include coverage for: Employee and Dependents

Option 1 (Renewal Products and Rates) - Regence BluePoint Platinum 500 - Employee Choice (Grouping 1)

Platinum 500 : \$20 Prim/\$30 Spec Copay, \$500 Ded, 10% Coins, \$3,000 OOPM, Participating Network, Pharmacy : Pref Generic/Generic \$8/\$35, Pref Brand/Brand \$30/50%, Pref Specialty/Specialty 20%/50%, Ded Waived, Adult Choice Vision, EAP - 4 visits, Participating

Age Banded Medical Rates (per member, per month)

Age	PMPM	Age	PMPM	Age	PMPM
0-14	\$428.74	31	\$756.26	48	\$1,068.55
15	\$428.74	32	\$756.26	49	\$1,111.27
16	\$428.74	33	\$756.26	50	\$1,156.03
17	\$428.74	34	\$756.26	51	\$1,201.99
18	\$428.74	35	\$756.26	52	\$1,249.56
19	\$433.06	36	\$756.26	53	\$1,299.30
20	\$433.06	37	\$763.83	54	\$1,351.21
21	\$544.98	38	\$775.19	55	\$1,405.27
22	\$572.01	39	\$788.70	56	\$1,460.96
23	\$606.07	40	\$805.25	57	\$1,519.35
24	\$648.24	41	\$825.26	58	\$1,579.91
25	\$706.52	42	\$850.13	59	\$1,628.02
26	\$741.67	43	\$879.32	60	\$1,628.02
27	\$756.26	44	\$914.47	61	\$1,628.02
28	\$756.26	45	\$950.69	62	\$1,628.02
29	\$756.26	46	\$988.54	63	\$1,628.02
30	\$756.26	47	\$1,028.00	64+	\$1,628.02

Rate Summary

	Premium Amount	Employer Contribution	Employer Responsibility
Employees	\$6,741.44	99.00 %	\$6,674.03
Dependent	\$9,362.63	0.00 %	\$0.00
Total	\$16,104.07		\$6,674.03

Final rates are subject to change if the group's enrolled census and other underwriting criteria are different from the census and assumptions used in developing the rates. For a complete list of rating assumptions, please refer to the Underwriting Assumptions document.

I acknowledge this rate sheet includes a summary of the benefit plan selected and rates associated with this plan for the effective date indicated. I understand this summary does not provide a full description of the benefit plan selected and that the complete details of the plan can be found in the contract.

Signature: _____

Date: _____

Group Name : MAGNA WATER DISTRICT
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Employee Premium Comparison

MEDICAL **MEDICAL MONTHLY PREMIUM**

Employee	Dependents	Platinum 500 PAR Grouping 1 VIS
[REDACTED]	[REDACTED]	\$2,512.86
[REDACTED]	[REDACTED]	\$2,954.03
[REDACTED]	[REDACTED]	\$3,147.37
[REDACTED]	[REDACTED]	\$2,961.61
[REDACTED]	[REDACTED]	\$1,628.02
[REDACTED]	[REDACTED]	\$2,900.18
TOTAL		\$16,104.07

For age banded metallic medical plans only: Rates are charged for all subscribers, spouses and children age 21 and over and up to the three oldest children under 21 per family.

Group Name : MAGNA WATER DISTRICT
Producer : BRANDON COMBS
Effective Date : April 01, 2025

2025 Employee Choice Request Form Group Size 1-50

Group Number(s)	Group Name	Effective Date
60014564	MAGNA WATER DISTRICT	April 1, 2025

Select Network(s) – choose up to three networks: 1 Preferred ValueCare 2 FocalPoint
3 Participating 4 Preferred BlueOption (PBO) - must be sold with FocalPoint network

Plan Choices: Offering two to three plan options is ideal for most groups (Maximum of 5 plan options).

<input type="checkbox"/> Plan 1. Regence BluePoint Platinum 500
<input type="checkbox"/> Plan 2. Regence BluePoint Platinum 1150
<input type="checkbox"/> Plan 3. Regence BluePoint Gold 1000
<input type="checkbox"/> Plan 4. Regence BluePoint Gold 2000
<input type="checkbox"/> Plan 5. Regence BluePoint Gold 2000 RX 1000
<input type="checkbox"/> Plan 6. Regence BluePoint Gold 2500
<input type="checkbox"/> Plan 7. Regence BluePoint Gold HSA 1800
<input type="checkbox"/> Plan 8. Regence BluePoint Silver 3250
<input type="checkbox"/> Plan 9. Regence BluePoint Silver 3250 RX 2000
<input type="checkbox"/> Plan 10. Regence BluePoint Silver 5000
<input type="checkbox"/> Plan 11. Regence BluePoint Silver HSA 2500
<input type="checkbox"/> Plan 12. Regence BluePoint Silver HSA 3500
<input type="checkbox"/> Plan 13. Regence BluePoint Silver HSA 4250
<input type="checkbox"/> Plan 14. Regence BluePoint Silver HSA Embedded 3600
<input type="checkbox"/> Plan 15. Regence BluePoint Silver HSA Embedded 5100
<input type="checkbox"/> Plan 16. Regence BluePoint Silver Care on Demand 4000
<input type="checkbox"/> Plan 17. Regence BluePoint Bronze HSA 6000
<input type="checkbox"/> Plan 18. Regence BluePoint Bronze Care on Demand 7500
<input type="checkbox"/> Plan 19. Regence BluePoint Bronze BolsterCare 9000

Group Name : MAGNA WATER DISTRICT
Producer : BRANDON COMBS
Effective Date : April 01, 2025



Group Number(s)	Group Name	Effective Date
60014564	MAGNA WATER DISTRICT	April 1, 2025

Employee's Name	Class Name	Plan Choice (1-19)	Network Choice (1-4)	Employee's Name	Class Name	Plan Choice (1-19)	Network Choice (1-4)
1. [REDACTED]				4. [REDACTED]			
2. [REDACTED]				5. [REDACTED]			
3. [REDACTED]				6. [REDACTED]			

Group Authorized Signature

Official Title

Date

NOTICE TO GROUP: By providing this form you acknowledge that you are accepting responsibility for making eligibility determinations. We will rely upon the information transmitted by you to Regence to be accurate and in compliance with your Group Contract. All applicable documentation (i.e. applications, certifications, marriage, divorce records, etc.) must be obtained and retained. These documents must be made available for our review and audit upon request. We reserve the right to audit at any time

Group Name : MAGNA WATER DISTRICT
Producer : BRANDON COMBS
Effective Date : April 01, 2025

Underwriting Assumptions

Utah Employer Groups of 1-50 Employees

General

1. To qualify for a group health plan at least one eligible employee must be employed. An employee, for this purpose, does not include an independent contractor or a sole proprietor of the sponsoring business. A sole proprietor's spouse is not an eligible employee for this purpose unless he/she is working full-time for the sponsoring business with a normal work week of 30 or more hours.
2. Rates are based on the information provided for this offer. We reserve the right to withdraw the quote or revise the rating if any of the group information changes, including but not limited to any census, other demographic changes, or contribution on dental or policy continuation groups.
3. New group quoted rates assume the group's provided census is the best estimate of the actual census as of the effective date of coverage. A renewing group's quoted rates use the group's current census at the time we prepare the renewal, which may be several months prior to the effective date, as the best estimate of the actual census as of the effective date of coverage. Please notify Regence of any known or anticipated census changes that will occur prior to the effective date of coverage.
4. Rates are assumed for 12 months from the effective date quoted except as allowed in the group contract.
5. All rates assume that none of the deductible, coinsurance, or copays will be paid by the employer (except on an HSA or HRA plan). Additionally, no member is allowed to opt off coverage in lieu of compensation.
6. Documentation of employment may be required. Acceptable proof would be a copy of the employer's most recently filed Quarterly Wage Detail Report showing employee counts and/or payroll records.
7. In general, for groups headquartered in our service area, at least 40% of eligible and enrolled employees must be employed in our service area. Additional eligibility requirements may apply if the group is not headquartered within the Plan's service area. Please contact your Regence representative for more information.
8. Active employees who reside in the state of Hawaii are not eligible for medical coverage.
9. The Employer must carry Workers' Compensation coverage as required by applicable law.
10. Employee class categories must be based on bona fide employment-based classifications that are consistent with an employer's usual business practice. Common examples include: length of service, management versus non-management, salaried versus hourly, etc.
11. Rates assume Regence is the sole medical and dental carrier, if applicable.
12. Completed, signed and dated enrollment materials must be received by the 15th of the month prior to the requested effective date.
13. If you have an insurance producer, they may receive bonuses, commissions, administrative service fees, or other compensation, including non-cash compensation, from Regence. Incentives may be based on several factors, including the size of the group's business, the products you buy, your insurance producer's volume of business with Regence, and the other services your insurance producer provides to you. These incentives may have an indirect impact on your rates. For more information, please contact your insurance producer.
14. Certain laws apply only to employers of a particular number of employees. We provide coverage based on the group demographics that you have provided to us. If your number of employees changes, you need to notify us so correct benefits are offered. If you are uncertain what information we have for your group, you can call your sales representative.

Enrollment

1. Minimum medical enrollment is 1 active enrolled employee subject to participation requirements.
2. Minimum dental enrollment is 1 active enrolled employee.
3. Minimum enrollment for the orthodontic rider is 10 active enrolled employees.
4. If selected, the enrollment on riders must match the medical enrollment.
5. Applications must be signed and dated within 90 days prior to the requested effective date.
6. Groups with uncommon enrollment are subject to group participation requirements.

Group Name : MAGNA WATER DISTRICT
Producer : BRANDON COMBS
Effective Date : April 01, 2025

Eligibility

1. Commonly owned and/or related companies that are otherwise acceptable will be rated together if eligible to file a consolidated tax return.
2. All employees (appearing on the group's regular payroll system) working the contractual minimum hours per week are considered eligible and subject to participation guidelines. Temporary, seasonal, and/or substitute employees may not be considered eligible employees.
3. At initial set up or at renewal, groups of 1-50 may choose to allow independent contractors paid via IRS form 1099 to enroll. 1099 enrollees must work a minimum of 30 hours per week to be considered eligible and are subject to participation guidelines. An attestation form is required along with a copy of the most recent IRS form 1099 or independent contractor agreement for each enrolling individual. All eligible 1099s will be considered for group size determination if a group chooses this option. 1099s are not eligible for group sizes greater than 50 (including any commonly owned and/or related companies).
4. Retirees are not eligible for coverage (except for public employers as required by state laws).
5. eligible employees 50% of eligible employees must enroll after excluding those waiving due to other qualifying comprehensive coverage (renewal groups must have 40% participation after excluding valid waivers).
6. **Employer-Paid Dental:** Groups with 1 to 3 eligible employees 100% of eligible employees must enroll after excluding those waiving due to other qualifying comprehensive coverage. Groups with 4 or more eligible employees 70% of eligible employees must enroll after excluding those waiving due to other qualifying comprehensive coverage (renewal groups must have 60% participation after excluding valid waivers).
7. A waiver of coverage form must be collected for all employees waiving group coverage.
8. For new groups, a special annual enrollment period (not applicable to dental) will be offered November 15th through December 15th for a January 1st effective date. The special annual enrollment period allows enrollment by new small groups that do not otherwise meet the medical minimum contribution and/or participation rules.
9. Minimum medical and dental contribution and participation rules must be met for renewing groups.

Contribution & Participation

1. **Medical:** Employer Contribution for medical must be 50% of the employee rate of the least expensive plan chosen.
2. **Voluntary Dental:** Employer contributes less than 50% of the employee dental premium rate. Dental contribution must be the same for all employee classes.
3. **Employer-Paid Dental:** Employer contributes 50% or more of the employee dental premium rate. Dental contribution must be the same for all employee classes.
4. **Medical:** The minimum employee participation is 100% of eligible employees for Groups 1-4 after excluding those waiving due to other qualifying comprehensive coverage (group, Indian Health, or individual), Medicare, Medicaid, Veterans Health Administration, or Tricare. The minimum employee participation is 75% of eligible employees for Groups 5-50 after excluding those waiving due to other qualifying comprehensive coverage (group, Indian Health, or individual), Medicare, Medicaid, Veterans Health Administration, or Tricare.
5. **Voluntary Dental:** Groups with 1 to 3 eligible employees 100% of eligible employees must enroll after excluding those waiving due to other qualifying comprehensive coverage. Groups with 4 or more

Policy Continuation Groups (applies to renewing groups only)

1. Groups that elected to keep their 2013 plans under the policy continuation rules may renew on their current plan.
2. No changes to medical benefits are allowed on the policy continuation plans.
3. Changes to participation and contribution must be approved by underwriting.

Regence Employee Choice

1. A group may select up to three networks from the following:
Preferred ValueCare
FocalPoint
Participating (Traditional)
OR
A group may select the Preferred BlueOption and FocalPoint networks together.
2. Network(s) must be the same for all plans.
3. The Preferred BlueOption network cannot be the only network selected and cannot be paired with the Preferred ValueCare or Participating (Traditional) networks.
4. A maximum of 5 medical plans may be purchased.
5. When offered, only one dental plan can be purchased per group.

Group Name : MAGNA WATER DISTRICT
Producer : BRANDON COMBS
Effective Date : April 01, 2025



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6. Optional benefits or programs must match when applicable.
7. The same rate structure (age band or composite) must be purchased for all medical plans.

SUMMARY OF CHANGES: Utah Metallic 1-50

This comparison summarizes the substantive revisions that will be made to products effective with the first renewal on or after January 1, 2025 (unless specifically noted otherwise). If there is any inconsistency between this Summary of Changes and the Booklet, Policy, Plan or Endorsement the terms of the Booklet, Policy, Plan or Endorsement will prevail.

- Changes below are subject to change pending applicable regulatory rulemaking.

FEDERAL MANDATED CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025	Mandate
Dental Option General Anesthesia or IV Sedation	Covered services for General Anesthesia or IV Sedation were covered for members up to age 26.	Due to the final mandate rules, removed age limit for General Anesthesia or IV Sedation services. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities
Dental Orthodontia Option	Covered services for Orthodontia were provided as an optional benefit for members up to age 26.	Due to the final mandate rules, removed age limit for Orthodontia services on optional benefit. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities
Neurodevelopmental Therapy	<p>Covered services for Neurodevelopmental Therapy were provided up to age 18, when the services restored or improved function for these members with a neurodevelopmental delay.</p> <p>For the purpose of this benefit, "neurodevelopmental delay" means a delay in normal development that is not related to any documented illness or injury. Covered services include only physical therapy, occupational therapy and speech therapy and maintenance services, if significant deterioration of the member's condition would result without the service. Members are not eligible for both the Rehabilitation Services benefit and this benefit for the same services for the same condition.</p>	Due to the final mandate rules, removed age limit for Neurodevelopmental Therapy services. Services covered regardless of age.	Affordable Care Act's Section 1557 Nondiscrimination in Health Programs and Activities

SUMMARY OF CHANGES: Utah Metallic 1-50

STATE MANDATED CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025	Mandate
Coordination of Benefits/Maintenance of Benefits	Existing provision language.	Due to Utah Insurance Division (UID) clean-up of Rule R590-131, minor language revisions have been made to the Coordination of Benefits provision. Such minor changes include updates to defined terms specific to the coordination of benefits process (i.e., custodial parent and plan/conforming plan). None of these changes are substantive in nature and have no impact to administration.	UTAH Rule R590-131
Forced Organ Harvesting Transplants	Benefit booklet language was silent.	Benefit booklet language updated to reflect this mandate that was effective May 1, 2024: Any organ or tissue which is procured outside the United States and any transplant procedure performed outside the United States are not covered. This reflects no change to our administration. In addition, a list of covered services is included.	UTAH SB0262
Pharmacy: Insulin Cost Share Cap <i>Annual Inflation Adjustment</i>	Member cost shares for Preferred Brand-Name Insulins had a cost share cap of \$28 per 30-day supply or \$84 for up to a 90-day supply when purchased at a Retail or Home Delivery pharmacy.	Required annual adjustment of insulin cost shares. Member cost shares for Preferred Brand-Name Insulins have a cost share cap of \$25 per 30-day supply or \$75 for up to a 90-day supply when purchased at a Retail or Home Delivery pharmacy. Deductible does not apply.	UTAH R590-200
Secondary Medical Exclusions Examples <i>Language Change only</i>	Existing provision language.	Due to Utah Rule R590-249, there are revisions made to the Secondary Medical Exclusions language. No benefit changes have been made.	UTAH Rule R590-249

SUMMARY OF CHANGES: Utah Metallic 1-50

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Actuarial Value (A/V)	Various Cost Shares	Various cost shares changes due to updated A/V requirements, other regulatory requirements and market analysis. Based on degree of A/V change, this may shift some plans, or even cause us to drop some plans. Refer to your Summary of Benefit Coverage (SBC) document(s) for updated cost shares.
Adoption Indemnity Benefit <i>Language Update only</i>	Booklet language referenced coverage for the enrolled employee.	Booklet language updated to reflect coverage for all members. No change to our administration.
Balance Billing for Services Outside of the United States <i>Language Change only</i>	Balance billing from providers outside of the United States was not specifically addressed in the benefit booklet.	Benefit booklet updated to the following: Covered services received from providers outside the United States may not be subject to state or federal protections from surprise or balance billing, and therefore the member may be billed for balances beyond any Deductible, Copayment and/or Coinsurance. No benefit changes have been made.
BlueCard Language <i>Language Change only</i>	Healthcare services received outside of the geographic area are paid when seen by a Host Blue provider.	BlueCard language has been simplified and made clearer. No benefit changes have been made.
Dental Option: Bridges, Crowns, Dentures, Inlays and Onlays	Frequency for services was every seven-years.	Frequency for services revised to every five-years.
Dental Option: Dental4Health (D4H)	Coverage for enhanced dental benefits if a member has these certain medical diagnoses shown to affect oral health: Coronary Atherosclerosis / Coronary Artery Disease (CAD), Hypertensive Heart Disease, Diabetes, Pregnancy, Stroke, Head & Neck Cancers (including Oral Cancers), Sjogren's Syndrome, Chronic Obstructive Pulmonary Disease (COPD), End-Stage Renal Disease (ESRD), and Metabolic Syndrome (MetS). Cost shares were not specified.	Removed Coronary Atherosclerosis and Hypertensive Heart Disease conditions. Regardless of network, a combined total of up to four (4) cleanings / periodontal maintenance will be covered with the following cost shares applying for visits 1-4: In-Network: Covered at 0% member cost share but all cleanings / periodontal maintenance would not apply to annual maximum. Out-of-Network: Covered at the regular dental plan Coinsurance amount but all cleanings / periodontal maintenance would not apply to the annual maximum.

SUMMARY OF CHANGES: Utah Metallic 1-50

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Dental Option: Silver Diamine Fluoride (SDF)	Benefit was not available.	Covered at two services per tooth per calendar year. No age limitation. Silver Diamine Fluoride is a chemical used to arrest caries. By arresting them, dental providers may prevent complex treatments in children, people with intellectual/developmental disabilities and older adults.
Detoxification <i>Language Change only</i>	This separate benefit category was stated in the member benefit booklet, but administration was applied under the Mental Health and Substance Use Disorder (MHSUD) or Emergency Room benefit categories.	Removed this separate benefit category as benefits continue to be covered under the MHSUD or Emergency Room benefit categories. No benefit changes have been made.
Dialysis <i>Language Change only</i>	Dialysis services were stated as covered in both inpatient and outpatient settings.	Removed specific reference to inpatient setting, as a member is not admitted for a Dialysis service alone. Services are covered while inpatient for when admitted for another condition. No benefit changes have been made.
Durable Medical Equipment (DME) / Preventive Care for Chronic Conditions: Continuous Glucose Monitors (CGM)	Non-Therapeutic CGMs and supplies were not covered.	Non-Therapeutic CGMs and supplies are covered. <u>Non-HSA Eligible plans:</u> CGMs covered under DME. Regular plan cost shares apply. Also covered under Pharmacy benefits at the applicable tier level, if on the Drug List. <u>HSA Eligible plans:</u> CGMs covered under Preventive Care for Chronic Conditions. Deductible waived, Coinsurance applies. Also covered under Pharmacy benefits at the applicable tier level, if on the Drug List. Both plans: CGM supplies to be covered under DME and Pharmacy benefits at the applicable cost shares listed above.
Exclusions: Liposuction for the Treatment of Lipedema	Liposuction for the Treatment of Lipedema was not covered.	Treatment is now covered when medical policy criteria is met.

SUMMARY OF CHANGES: Utah Metallic 1-50

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
<p>Exclusions: Subscription, Membership and Access-Related Fees</p>	<p>Exclusion was not specifically stated.</p>	<p>Fees for accessing care, treatment, or advice are not covered, whether the access is for virtual or in-person care. Excluded fees include, but are not limited to:</p> <ul style="list-style-type: none"> • concierge fees; • subscription fees; • membership fees; • retainer fees; • VIP or priority access fees; and • any other access-related fees.
<p>Hinge Health - Joint, Spine and Muscle Program</p> <p><i>Only applies to Regence BluePoint Platinum 500, Regence BluePoint Platinum 1150, Regence BluePoint Gold 1000, Regence BluePoint Gold 2000, Regence BluePoint Gold 2000 RX 1000, Regence BluePoint Gold 2500, Regence BluePoint Gold HSA 1800, Regence BluePoint Silver 3250, Regence BluePoint Silver 3250 RX 2000, Regence BluePoint Silver 5000, Regence BluePoint Silver Care on Demand 4000, Regence BluePoint Silver HSA Embedded 3600, Regence BluePoint Silver HSA Embedded 5100, Regence BluePoint Silver HSA 2500, Regence BluePoint Silver HSA 3500, Regence BluePoint Silver HSA 4250, Regence BluePoint Bronze Care on Demand 7500, Regence BluePoint Bronze HSA 6000</i></p>	<p>Program was not available.</p>	<p>Added program.</p> <p>Hinge Health is a joint, spine and muscle program designed to coach and educate members on their health conditions to improve lifestyles and reduce costs.</p>

SUMMARY OF CHANGES: Utah Metallic 1-50

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
Internal Appeal Language	Response timing for Post-Service appeal was 30-days and for Pre-Service appeal for preauthorization the response timing was 15-days.	Response timing for Post-Service appeal has been changed from 30 to 60-days and for Pre-Service appeal for preauthorization the response timing changed from 15 to 35-days. Removed the following language, "When we receive an appeal request, we will send you a written acknowledgement."
Pediatric Dental: Dental4Health (D4H)	<p>Coverage for enhanced dental benefits if the member has these certain medical diagnoses shown to affect oral health: Coronary Atherosclerosis / Coronary Artery Disease (CAD), Hypertensive Heart Disease, Diabetes, Pregnancy, Stroke, Head & Neck Cancers (including Oral Cancers), Sjogren's Syndrome, Chronic Obstructive Pulmonary Disease (COPD), End-Stage Renal Disease (ESRD), and Metabolic Syndrome (MetS).</p> <p>Cost shares were not specified.</p>	<p>Removed Coronary Atherosclerosis and Hypertensive Heart Disease conditions.</p> <p>Regardless of network, a combined total of up to four (4) cleanings will be covered with the following cost shares applying for visits 1-4: In-Network: Covered at 0% member cost share. Out-of-Network (when applicable): Covered at the regular dental plan Coinsurance amount.</p>
Pediatric Dental: Silver Diamine Fluoride (SDF)	Benefit was not available.	<p>Covered at two services per tooth per calendar year. No age limitation.</p> <p>Silver Diamine Fluoride is a chemical used to arrest caries. By arresting them, dental providers may prevent complex treatments in children, people with intellectual/developmental disabilities and older adults.</p>

SUMMARY OF CHANGES: Utah Metallic 1-50

BENEFIT, LANGUAGE AND ADMINISTRATIVE CHANGES – applies to all plans unless otherwise specified

Benefits	1/2024	1/2025
<p>Pediatric Vision: Contact Lens Evaluation and Fitting Examination</p> <p><i>Only applies to Regence BluePoint Gold HSA 1800, Regence BluePoint Silver HSA Embedded 3600, Regence BluePoint Silver HSA Embedded 5100, Regence BluePoint Silver HSA 2500, Regence BluePoint Silver HSA 3500, Regence BluePoint Silver HSA 4250, Regence BluePoint Bronze HSA 6000</i></p>	<p>Benefit was subject to deductible, then VSP Doctors covered at 0% member Coinsurance and Out-of-Network at 75% Coinsurance.</p>	<p>Benefit not subject to deductible, then VSP Doctors covered at 0% member Coinsurance and Out-of-Network at 75% Coinsurance.</p>
<p>Pharmacy: Opioid Rescue Medication Value List</p>	<p>List was referred to as Naloxone Value List.</p>	<p>The reference to Naloxone Value List changed to Opioid Rescue Medication Value List as new opioid antagonists are coming into the market where naloxone is not the primary ingredient.</p>
<p>Pharmacy: Prescription Refill Synchronization</p>	<p>Language in benefit booklet was silent on prescription refill synchronization.</p>	<p>Booklet language updated to match our administration: Members receiving maintenance medications for chronic conditions may qualify for “refill synchronization” which allows refilling Prescription medications on the same day of the month.</p>

NONDISCRIMINATION NOTICE

Regence complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Regence does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

Regence:

Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats, other formats).

Provides free language assistance services to people whose primary language is not English, which may include:

- Qualified interpreters
- Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact the Civil Rights Coordinator.

If you believe that Regence has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance. You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

Customer Service

Civil Rights Coordinator
PO Box 1106
Lewiston, ID 83501-1106
Phone: 1-888-344-6347, (TTY: 711)
Fax: 1-888-309-8784
Email: CS@regence.com

Medicare Customer Service

Phone: 1-800-541-8981 (TTY: 711)
Email: medicareappeals@regence.com

VSP Customer Service

Phone: 1-844-299-3041
TTY: 1-800-428-4833

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at
<http://www.hhs.gov/ocr/office/file/index.html>.

Language assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-344-6347 (TTY: 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-344-6347 (TTY: 711)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-344-6347 (TTY: 711).

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-344-6347 (TTY: 711) 번으로 전화해 주십시오.

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-344-6347 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-344-6347 (телетайп: 711).

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-888-344-6347 (ATS : 711)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-888-344-6347 (TTY:711) まで、お電話にてご連絡ください。

Díí baa akó nínízin: Díí saad bee yáníłti'go **Diné Bizaad**, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-888-344-6347 (TTY: 711.)

FAKATOKANGA'I: Kapau 'oku ke Lea-Fakatonga, ko e kau tokoni fakatonu lea 'oku nau fai atu ha tokoni ta'etotongi, pea te ke lava 'o ma'u ia. ha'o telefonimai mai ki he fika 1-888-344-6347 (TTY: 711)

OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-888-344-6347 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 711)

ប្រយ័ត្ន៖ បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតល្អល គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-344-6347 (TTY: 711)។

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-344-6347 (TTY: 711) 'ਤੇ ਕਾਲ ਕਰੋ।

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlose Sprachdienstleistungen zur Verfügung. Rufnummer: 1-888-344-6347 (TTY: 711)

ማስታወሻ:- የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በአጻ ሊያገለግሉት ተዘጋጅተዋል፤ የሚከተለው ቁጥር ይደውሉ 1-888-344-6347 (መስማት ለተሳናቸው:- 711)::

УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-888-344-6347 (телетайп: 711)

ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू नि:शुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-888-344-6347 (टिटिवाइ: 711)

ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-888-344-6347 (TTY: 711)

MAANDO: To a waawi [Adamawa], e woodi ballooji-ma to ekkitaaki wolde caahu. Noddu 1-888-344-6347 (TTY: 711)

โปรดทราบ: ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-344-6347 (TTY: 711)

ໂບດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີມີພ້ອມໃຫ້ທ່ານ. ໂທສ 1-888-344-6347 (TTY: 711)

Afaan dubbattan Oroomiffaa tiif, tajaajila gargaarsa afaanii tola ni jira. 1-888-344-6347 (TTY: 711) tiin bilbilaa.

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-344-6347 (TTY: 711) تماس بگیرید.

ملحوظة: إذا كنت تتحدث فاذا ذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-344-6347 (رقم هاتف الصم والبكم 711) (TTY: 711)



Regence BlueCross BlueShield of Utah is an Independent Licensee of the Blue Cross and Blue Shield Association

Group Name: MAGNA WATER DISTRICT
Agent: BRANDON COMBS

Effective Date: April 01, 2025
Lori Allem, Account Executive

REQUIRED INFORMATION FOR FEDERAL REFORM

Instructions: In order to calculate information required under the Affordable Care Act (ACA), please use the following formula to determine the average number of employees for **2024**:

Sum of total number of employees for each month (January through December) divided by 12. Please note we are required to collect this information for all groups insured in 2024.

The employee count should include employees from any affiliated company, business owners, corporate officers, full time employees, part-time employees, partners, seasonal workers, union employees and employees who work outside the state of Utah.

Average Number of Employees Request Form

Group Name: MAGNA WATER DISTRICT

Group Number 60014564

Average Number of Employees for 2024: _____

I, _____ (Employer) do hereby certify that the information provided above is accurate.

Employer Signature

Date

Print Name

Please return this form using one of the following methods:

- E-mail to MLR@Regence.com. Be sure to indicate your name and title
- Return with your renewal documents

Please contact us at 801 333-5660 if you have any questions.

Ardurra – GIS



PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of April 1st, 2025 (“Effective Date”) between Magna Water and Sewer District (“Owner”) and Ardurra Group, Inc. (“Engineer”) to provide professional services to Owner in support of Owner’s GIS Services (“Project”).

Engineer’s services under this Agreement include GIS Services as requested by the Client. The professional services to be provided by the Consultant under this Agreement shall include but not be limited to:

1. GIS Database Development and Maintenance
2. As-Built Mapping
3. GIS Application Development

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the time period specified. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then Engineer may, after giving seven (7) days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02, and 2.03. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.



2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses (Time & Expense)*

- A. Owner shall pay Engineer for Services as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any, as prescribed in the services of this agreement.
 - 2. Engineer's Standard Hourly Rates are included in Exhibit A.
- B. The total compensation for Services and reimbursable expenses is estimated to be \$75,000.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are provided in Exhibit A. Engineer shall provide Owner an estimate of Additional Services upon request and in accordance with mutually agreed work scope and schedule.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause, by either party, upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - 2. By Engineer:
 - a. upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven (7) days written notice if the Engineer's Services are delayed for more than ninety (90) days for reasons beyond Engineer's control, or as the result of the presence at the Project site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.L.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - 3. By Owner, for convenience, effective upon Engineer's receipt of written notice from Owner.
- B. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1 or 3.01.A.2 if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such



substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. **Standard of Care:** The standard of care for all professional, engineering, and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. **Insurance:** During the term of the Agreement, Engineer shall secure and maintain, at its own expense, Workers' Compensation insurance coverage for its employees performing the Work in accordance with statutory limits applicable to the State wherein the Work is completed. In addition, during the term of the Agreement, Engineer shall procure and maintain General Liability, Automobile Liability and Professional Liability insurance at the minimum limits and coverages specified below:



1. General Liability coverage shall be not less than \$1,000,000 per occurrence, and not less than \$2,000,000 in aggregate. General Liability coverage shall include primary contractual liability, personal injury, death, damage to property, and destruction of property.
 2. Automobile Liability coverage shall not be less than \$1,000,000.
 3. Professional Liability coverage shall be \$1,000,000 per claim and \$1,000,000 in aggregate.
 4. Certificates of Insurance (COI) will be furnished to Owner and shall specify that insurance will not be canceled without minimum ten (10) days prior written notice to the primary insured. Upon receipt of such notice, the Engineer shall notify Owner and shall take action to maintain coverage meeting the requirements of this Agreement.
- C. Indemnification: To the fullest extent permitted by law, Engineer and Owner mutually agree to indemnify and hold harmless each other from all claims, lawsuits, or legal actions that arise out of, pertain to, or relate to damages, losses, personal injuries, death and property liability resulting from the errors, omissions, negligence, willful misconduct, or fault of the indemnifying party, its contractors, representatives, agents and employees. In no event shall either party indemnify the other party for the other party's own errors, omissions, negligence, willful misconduct, or fault. Engineer's total indemnity shall be limited to the lesser of 1) the total amount of compensation received by Engineer under this Agreement, or 2) the limits of applicable insurance coverages described above in 5.01.B above.
- D. Mutual Waiver and Limit of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.
- E. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- F. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- G. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.



- H. Engineer shall not be responsible for any decision made regarding construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- I. All documents, data, and professional work product (collectively “Documents”) prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such Documents, whether or not the Project is completed. Owner shall have a limited license to use the Documents on and for the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the Documents and subject to the following limitations:
 - 1. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner’s sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- J. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website portal, in accordance with a mutually agreeable protocol.
- K. Engineer may also, upon Owner’s request and in conformance with Owner confidentiality requirements, provide Documents or otherwise grant access to Documents to Owner agents, representatives, or third parties (“Recipients”). No warranty, either expressed or implied, is made by Engineer to Recipients regarding the accuracy or reliability of these Documents. Engineer reserves the right to revise, update and improve its electronically stored Documents without notice and assumes no responsibility for any damages which may arise as a result of the intended and continued use of this information by Engineer. Use of the Documents by Recipients is subject to the following limitations:
 - a. By using these Documents, Recipients agree to verify the data and to ascertain its accuracy for the intended use.
 - b. Engineer makes every effort to ensure that Document files are free of computer viruses and/or malware; however, Engineer assumes no responsibility for damages caused by the installation or use of these data.



c. Engineer makes no representations as to long term compatibility, usability, or readability of the Documents resulting from the Recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Documents.

L. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

M. Disputes:

1. Owner and Engineer agree to negotiate reconciliation of any dispute between them in good faith for a period of thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated as described below. If mediation is unsuccessful, then the parties may exercise their rights at law.

2. Mediation: If the parties fail to resolve a dispute through negotiated reconciliation, Engineer and Owner agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement or the breach thereof (collectively "Disputes"), to mediation conducted by a mediator selected through mutual agreement of both parties. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within one hundred twenty (120) days. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

N. This Agreement is to be governed by the law of the State in which the Project is located.

O. Force Majeure: Engineer shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of Constructors, vandalism, or other similar causes that are beyond its control.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction



managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq. (“TSCA”); (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments: Exhibit A



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer: Ardurra Group, Inc.

By: Brian Clarkson
Print name: Brian Clarkson
Title: Geospatial Services Manager
Date Signed: 2/14/2025

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

502 33rd Street
Cody, WY 82414



EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective January 1, 2025

I. PERSONNEL	
Regional Manager/Director	\$270.00 - \$350.00 /hour
Project Manager	\$155.00 - \$350.00 /hour
Project Engineer	\$120.00 - \$225.00 /hour
Staff Engineer	\$115.00 - \$200.00 /hour
Environmental Specialist	\$130.00 - \$280.00 /hour
Aviation Planner	\$160.00 - \$325.00 /hour
Construction Manager	\$120.00 - \$205.00 /hour
GIS Specialist	\$125.00 - \$220.00 /hour
Inspector/Technician	\$90.00 - \$210.00 /hour
Information Technology	\$120.00 - \$150.00 /hour
Administrative	\$85.00 - \$240.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$125.00 - \$200.00 /hour
III. SURVEYING	
Survey Manager	\$185.00 - \$270.00 /hour
Project Surveyor	\$180.00 - \$230.00 /hour
Survey Technician	\$110.00 - \$155.00 /hour
IV. SURVEY EQUIPMENT	
Aquatic Survey Vessel	\$200.00 /hour
GPS or Robotic Survey Equipment	\$75.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /flight
LiDAR System	\$800.00 /hour
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
Traffic Modeling Software	\$36.00 /hour
CADD and Other Technical Software	\$10.00 /hour
SMS Software	\$25.00 /hour
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.67 - 0.75 /mile
ATV Vehicle	\$20.00 /hour
VIII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

- Notes: 1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
3. This fee schedule is subject to periodic adjustment.

UASD Dues

INVOICE



UTAH ASSOCIATION OF SPECIAL DISTRICTS
1272 West 2700 South
Syracuse, UT 84075

Invoice Date:
January 2, 2025

BILL TO:

Magna Water District
P O Box 303
Magna , UT 84044

Description	Amount
Membership Dues for the year ending December 31, 2025.	\$ <u>12,300</u>
Please refer to the enclosed Membership Information Sheet for the appropriate dues amount from the 2025 Dues Schedule on page 2 of the information sheet.	
Please note that the district budget amount used for the determination of dues DOES NOT INCLUDE: 1) Funds designated for the payment of principal and interest on long-term debt. 2) Funds designated for major capital expenditures. (i.e. Capital Budget) 3) Budget expense for funding depreciation.	

Thank You



UTAH ASSOCIATION OF SPECIAL DISTRICTS

LeGrand W. Bitter, Executive Director
1272 West 2700 South, Syracuse, Utah 84075
Phone 801-725-1312, Office 801-614-0405
e-mail: uasd@uasd.org • Web site: www.uasd.org

EXECUTIVE COMMITTEE

CHAIR

JEFF RICHENS
285 South Fairgrounds Road
Price, UT 84501
435-637-6351

FIRST VICE CHAIR

RODNEY BANKS
5440 South Freeway Park Dr.
Riverdale, UT 84405

SECOND VICE CHAIR

RYAN LUSTY
2611 South 9080 West
Magna, UT 84044

PAST CHAIR

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

TREASURER

RILEY ASTILL
801-968-1011

GOVT. AFFAIRS DIRECTOR

BOARD SECRETARY
HEATHER ANDERSON
310-404-9968

GENERAL COUNSEL

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

BOARD OF TRUSTEES

GREG ANDERSON
Salt Lake (Kearns)

DEL BARNEY
Wasatch

MARK T. BECRAFT
Davis County

KEN BRAND
Salt Lake (Draper)

MARK CHALK
Salt Lake (Mt. Olympus)

BEN HILL
Salt Lake (Cottonwood Heights)

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

JILL JONES
Davis

DAVID MARTIN
Salt Lake

SCOTT PAXMAN
Weber/Davis
Morgan/Summit

GENE SHAWCROFT
Utah/Duchesne
Juab/Salt Lake/Sanpete
Uintah/Wasatch

EX-OFFICIO MEMBERS

RYAN BJERKE
Salt Lake

NATHAN BRACKEN
Salt Lake

RANDALL M. LARSEN
Salt Lake

DAVID M. ROBERTSON
Salt Lake

JONATHAN WARD
Salt Lake

January 7, 2025

Magna Water District
P O Box 303
Magna, UT 84044

Re: UASD 2025 Membership

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

Tireless efforts are invested in the legislative process to represent districts in Utah and the citizens whom they serve. We continue to develop and improve up-to-date training resources, the UASD website, useful templates, and other valuable tools to support you in the important services that you provide. With the UASD joining with district associations and friends in 4 other states, the NSDA (National Special Districts Association) continues to provide valuable representation for districts in Washington D.C. With your membership in the UASD, you also receive the benefit of full membership in the NSDA!

It is increasingly important that we stand together in furthering the cause of districts. Important legislative issues continue to face districts. New issues arise continually. Protecting your interests requires a vigilant legislative effort. Thank you for your continued financial support. Please find enclosed an invoice, along with a 2025 dues schedule for your membership dues calculation.

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

Sincerely,

Jeffrey R. Richens
Chair

Enclosure



UTAH ASSOCIATION OF SPECIAL DISTRICTS

UASD MEMBERSHIP INFORMATION SHEET

DISTRICT NAME: MAGNA WATER DISTRICT

STREET ADDRESS: 8885 W 3500 S MAGNA, UT 84044

MAILING ADDRESS: (If different from street address) PO BOX 303

CITY: MAGNA ZIP: 84044 EMAIL: leisle@magnawaterut.gov

PHONE: 801-250-2118 FAX: 801-250-1452 WEBSITE: magnawaterut.gov

MAIN CONTACT: Clint Dilley TITLE: General Manager

SERVICES PROVIDED (Please check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> AMBULANCE | <input type="checkbox"/> HEALTH CARE/HOSPITAL | <input type="checkbox"/> RODEO |
| <input type="checkbox"/> ANIMAL CONTROL | <input type="checkbox"/> IRRIGATION | <input type="checkbox"/> SANITATION |
| <input type="checkbox"/> CARE CENTER | <input type="checkbox"/> LAW ENFORCEMENT | <input checked="" type="checkbox"/> SEWER |
| <input type="checkbox"/> CEMETERY | <input type="checkbox"/> LIGHTING | <input type="checkbox"/> SOIL CONSERVATION |
| <input type="checkbox"/> CONVENTION | <input type="checkbox"/> MOSQUITO | <input type="checkbox"/> SOLID WASTE |
| <input type="checkbox"/> DRAINAGE | <input type="checkbox"/> MUNICIPAL SERVICES | <input type="checkbox"/> TRANSPORTATION |
| <input type="checkbox"/> ELECTRIC | <input type="checkbox"/> MUSEUM | <input checked="" type="checkbox"/> WATER |
| <input type="checkbox"/> EMERGENCY SERVICES | <input type="checkbox"/> PARKS | <input type="checkbox"/> 911 DISPATCH |
| <input type="checkbox"/> EROSION CONTROL | <input type="checkbox"/> PUBLIC TRANSIT | <input checked="" type="checkbox"/> OTHER <u>Secondary Water</u> |
| <input type="checkbox"/> FIRE PROTECTION | <input type="checkbox"/> RECREATION | |
| <input type="checkbox"/> FLOOD CONTROL | <input type="checkbox"/> ROAD MAINTENANCE | |

Please provide a list of management, staff and board members who wish to receive legislative updates, UASD news and other key information by email.
(email address is necessary to receive important updates and information via email.)

General Manager:	<u>Clint Dilley</u>	<u>801-250-2118</u>	<u>clintd@magnawaterut.gov</u>
	Full Name	Phone	Email address

Controller	: <u>Lelsle Fitzgerald</u>	<u>801-250-2118</u>	<u>leisle@magnawaterut.gov</u>
Title	Full Name	Phone	Email address

Water Operations Manager	: <u>Steve Clark</u>	<u>801-250-2118</u>	<u>stevec@magnawaterut.gov</u>
Title	Full Name	Phone	Email address

OVER



UTAH ASSOCIATION OF SPECIAL DISTRICTS

Membership Benefits and Services

Membership Services

Being informed and trained on new and changing statutory and regulatory provisions is critical to the successful governance of any district. *In recent years, many new statutory requirements have been enacted that apply to districts, including the Utah Entity Registry, and a law that has important implications for personal use of government property by employees and board members. Other items of importance include The Best Practice Handbook, and Cybersecurity in the State of Utah, prepared and released in June 2023 by the Legislative Auditor General. All districts must post meeting agendas, meeting materials, minutes, board-member listings, etc. on the Utah Public Notice Website to comply with the Open Meetings Law. Recent changes in the procurement law are of continuing importance. All government entities must post all financial information on the transparency website. How can district boards and management stay informed and trained on the ever-increasing and changing requirements of government service? UASD provides the resources, information channels, and training that will help you to stay in compliance!*

There is an ever-increasing need for comprehensive governance and compliance training for special districts (17B) and special service districts (17D). State statutes governing districts require board member and management training on a variety of issues, including the Open Meetings Law and GRAMA requirements. The updated *Pocket Guide for Board Members* provides answers to these and other key issues. It serves as an important resource and is available to board members and management of UASD member districts.

An understanding of changes to the Ethics Law is most important, particularly considering penalties for violation of Ethics and Open Meetings laws.

The use of best management practices has been and continues to be a focus of legislators and the Legislative Auditor General. *The training provided by the UASD addresses these important issues and fulfills certain training requirements enumerated in statute.*

Membership Services and Benefits include:

- Board member training
- Model personnel policies and procedures
- Legislative advocacy
- Website members-only section
- Resource library
- Social media communications
- Problem solving assistance
- Public relations assistance
- Procurement policy template
- Bylaws templates
- Personnel manual templates
- Useful online resources
- Q&A resources
- UASD Pocket Guide for Board Members
- UASD Pocket Guide for Legislators
- Video resources for public education
- Legal Hotline
- Personal Use of Govt. Property Template
- National Special District Coalition membership
- and more

OVER



Legislative Services & Governmental Relations

The UASD is the only voice on Capitol Hill that is actively representing, advocating, and fighting for all Utah districts, regardless of the district services provided, or a district's affiliation with other organizations.

The UASD reviews and monitors every bill that is introduced into legislation for its potential impact upon Utah districts. This represents a continual effort during the full-time legislative session and during interim legislative meetings. Any bills requiring action are quickly brought to the attention of the UASD Legislative Committee, Legal Counsel, lobbyists, and Board of Directors to determine the Association's position on each issue. Through electronic communications, the UASD informs member districts of new and immediate issues and needs. These bills then become the focus of Association lobbying efforts to achieve an outcome favorable to districts and the citizens whom they serve. *The value of this effort* alone for each district exceeds several hundred thousand dollars each year!

The UASD is involved in collaborative efforts with all local government service organizations, including the Utah League of Cities and Towns, the Utah Association of Counties, the Water Coalition, Rural Water, Utah Water Users, School Districts, and many others. The UASD is also a founding member of the National Special Districts Coalition (NSDC). NSDC provides important Federal representation for districts in Washington DC. These relationships create an effective consortium in addressing issues faced by districts and other government entities.

Legislative Services and Governmental Relations include:

UASD Legislative Services

- Actively represents and promotes the interests of districts, in Utah and nationally via NSDC
- Initiates, drafts, and moves favorable district legislation through the legislative process
- Provides direct access to legislators and the legislature
- Provides constant monitoring of the legislative process
- Monitors state rule-making activities
- Develops and participates in many coalitions and relationships, including NSDC
- Informs and functions as a resource for legislators regarding district issues
- Coordinates with affiliated organizations
- Provides comprehensive weekly legislative updates during the general legislative session
- Provides daily emails during the legislative session regarding new bills affecting districts
- Provides representation and updates as needed during the interim legislative session
- Provides education and training on new statutory requirements
- Makes available the UASD Pocket Guide for Legislators, providing information about districts

Governmental Relations

- Functions as a liaison with state agencies
- Actively develops and maintains open communications
- Provides advocacy with state departments
- pp with constituent affairs and interests
- Provides information and education on audit issues
- Provides referrals for funding sources and grant opportunities at the federal and state levels
- Provides representation for districts on various state boards, i.e., procurement, URS, water, sewer, transparency, taxes, and other special legislative committees and working groups

Resolution

2025-02

RESOLUTION 2025-02

A RESOLUTION OF THE MAGNA WATER DISTRICT BOARD OF TRUSTEES AUTHORIZING THE LEAD AND COPPER REPLACEMENT LINE PROJECT AND AUTHORIZING THE ACCEPTANCE OF AN SRF LOAN FROM THE UTAH DIVISION OF DRINKING WATER TO ASSIST WITH PROJECT COSTS

WHEREAS, in October 2024, the U.S. Environmental Protection Agency (“EPA”) published its Lead and Copper Rule (“Rule”), which limits the concentration of lead and copper allowed in public drinking water; and

WHEREAS, in anticipation of EPA’s publication of the Rule, the Magna Water District (“District”) Board of Trustees (“Board”) authorized a service line inventory to help ensure the District’s compliance with the Rule; and

WHEREAS, the inventory identified galvanized service lines (the “Lines”) that require replacement under the Rule; and

WHEREAS, the District made application to the Utah Division of Drinking Water for a State Revolving Loan Fund grant/loan to help pay for the costs of replacing the Lines; and

WHEREAS, the Division accepted the District’s application and awarded the District a construction loan of \$4,000,000 with \$3,200,000 in principal forgiveness, with a re-payable loan amount of \$800,000 at 2% interest for a term of 20 years (the “Loan”); and

WHEREAS, the Board supports the District’s acceptance of the Loan and desires to authorize the District’s staff to take those actions needed to finalize the Loan and to begin the Line replacement project to comply with the Rule.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the District that:

- 1. Legal Authority.** The District supports the award from the Division of Drinking Water and has the capability to re-pay the \$800,000 Loan amount.
- 2. Direction to General Manager and Staff.** The General Manager is directed and authorized to take all actions needed for the District to accept the Loan for the replacement of the Lines, including the negotiation and execution of any agreements that may be required.
- 3. Replacement of the Lines.** District staff is authorized and directed to proceed with the replacement of the Lines under the direction of the General Manager in compliance with all applicable laws and regulations, including but not limited to the Rule and Division requirements.
- 4. Effective Date.** This Resolution shall take effect upon adoption.

ADOPTED AND PASSED BY the Board of Trustees of Magna Water District, this 13th day of March, 2025

MAGNA WATER DISTRICT

Mick Sudbury
Chairman of the Board

Attest

LeIsle Fitzgerald
Board Clerk

Voting:

Dan L. Stewart voting _____

Mick Sudbury voting _____

Jeff White voting _____

Resolution

2025-01

RESOLUTION NO. 2025-01

A RESOLUTION OF THE MAGNA WATER DISTRICT BOARD OF TRUSTEES APPROVING ASSIGNMENT AGREEMENTS BETWEEN THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY AND THE COMMUNITY REINVESTMENT AGENCY OF MAGNA

WHEREAS, the Magna Water District (“**District**”) and the Redevelopment Agency of Salt Lake County (“**County RDA**”) are parties to two interlocal agreements regarding redevelopment projects in Magna City: (i) the Interlocal Cooperation Agreement for the Arbor Park Water Line Replacement, executed on August 27, 2024; and (ii) the Interlocal Agreement with the County RDA executed September 3, 2013, for the Magna Main Street Community Development Project Area; and

WHEREAS, the County RDA desires to assign its interests in both interlocal agreements to the Community Reinvestment Agency of Magna (“**Magna RDA**”); and

WHEREAS, it is consistent with the District’s interests in both agreements to recognize the Magna RDA as the successor party to the interlocal agreements; and

WHEREAS, the County RDA has prepared two agreements to assign its interests in the interlocal agreements to the Magna RDA (the “**Assignment Agreements**”), which are attached as **Exhibit A** and **Exhibit B**, respectively; and

WHEREAS, the District’s legal counsel has reviewed the Assignment Agreements and approved them as to form; and

WHEREAS, the District’s Board of Trustees desires to approve the Assignment Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAGNA WATER DISTRICT BOARD OF TRUSTEES:

1. Adoption of the Assignment Agreements. The Assignment Agreements attached as Exhibit A and Exhibit B are approved, and the District Chair is authorized to execute the same.

2. Direction to Staff. The District’s staff, under the direction of the general manager, are authorized and directed to take such steps as may be needed to implement this resolution, the terms of the Assignment Agreements, and the underlying interlocal agreements.

3. Effective Date. This Resolution shall be effective immediately upon its adoption, but the Assignment Agreements will become effective as and when stated in the underlying interlocal agreements and in harmony with the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code.

MAGNA WATER DISTRICT

By: _____
Mick Sudbury, Chair

ATTEST

LeIsle Fitzgerald, District Clerk

Voting:

Dan L. Stewart voting _____
Mick Sudbury voting _____
Jeff White voting _____

EXHIBIT “A”

Interlocal Cooperation Agreement for the Arbor Park Water Line Replacement

Executed on August 27, 2024

ASSIGNMENT AND ASSUMPTION AGREEMENT

between

REDEVELOPMENT AGENCY OF SALT LAKE COUNTY

and

COMMUNITY REINVESTMENT AGENCY OF MAGNA

and

MAGNA WATER DISTRICT

Arbor Park Water Line Replacement

This Assignment and Assumption Agreement (the “Assignment”) is made effective this _____ day of _____, 2025, by and between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, a community reinvestment agency created under Utah Code Title 17C (the “Assignor”); the COMMUNITY REINVESTMENT AGENCY OF MAGNA, a community reinvestment agency created under Utah Code Title 17C (the “Assignee”); and the MAGNA WATER DISTRICT, a special district created under Utah Code Title 17B (the “Obligor”). The Assignor, the Assignee, and the Obligor may also be referred to as a “Party” in the singular or collectively as the “Parties” as the context of this Agreement may require.

RECITALS

WHEREAS, the Assignor and the Obligor are parties to the Interlocal Cooperation Agreement for the Arbor Park Water Line Replacement, executed on August 27, 2024 (the “Agreement”), which is attached hereto as Exhibit “A,” and is incorporated herein by this reference;

WHEREAS, the Assignee is a “public agency” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and as such, is authorized to enter into agreements with other public agencies to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers;

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

WHEREAS, it is consistent with the Obligor’s interest to recognize the Assignee as the successor Party to the Agreement;

AND WHEREAS, the Obligor consents to the assignment of the Agreement based on Assignor’s warranties stated herein and under the terms below.

A G R E E M E N T

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Assignment, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ACCEPTANCE

1.1 Assignor hereby assigns to Assignee all of Assignor's rights, duties and interest in and to the Agreement.

1.2 Assignee hereby: a) accepts the assignment set forth in Section 1.1; b) agrees to assume all of Assignor's rights, duties and interests in and to the Agreement; and c) agrees to be bound by and be subject to all the terms, covenants, and conditions of the Agreement.

1.4 This Assignment is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").

1.3 The Assignor waives any claims and rights against the Obligor that it now has or may have in the future in connection with the Agreement after the Effective Date, having assigned the same to Assignee. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement arising on or after the Effective Date as if the Assignee were an original Party to the Agreement. The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action had been taken by the Assignee.

2. CONSENT

The Obligor hereby consents to the Assignment set forth in Section 1 and acknowledges Assignee as the Assignor's successor in interest, and as the "Agency," under the Agreement.

3. INCORPORATION

This Assignment is herewith incorporated into the Agreement. The Agreement shall remain in full force and effect, except as specifically modified by this Assignment.

4. INDEMNIFICATION

To the fullest extent allowable by law, the Assignee agrees to indemnify the Assignor, its officers, agents and employees against any and all actual or threatened claims, losses, damages, injuries and liabilities of, to, or by the Obligor or third parties, including subcontractors, or the employees of the Assignee, Obligor, or their subcontractors, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of: a) the Assignee's breach of the Agreement; or b) any acts or omissions of or by the Assignee or the Obligor, their agents, representatives, officers, employees or subcontractors in connection with the performance of the Agreement. The Assignee agrees that its duty to indemnify the Assignor under this Assignment includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against the Assignor for the defense of any claim or to satisfy any settlement, arbitration award, or judgment awarded against or paid by or on behalf of the Assignor.

5. GOVERNMENTAL IMMUNITY

The Parties are each bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Immunity Act"), UTAH CODE §§ 63G-7-101 to -904. Each Party shall only be liable within the parameters of the Immunity Act. Nothing contained in this Assignment shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Assignment or any act or forbearance in the course of performance shall be construed as a waiver of the Immunity Act.

6. NOTICE

All legal notices to the Assignee shall be addressed to the following:

The Community Reinvestment Agency of Magna
8952 West Magna Main Street
Magna, UT 84044

Magna Water District
Attn. General Manager
8885 W 3500 S,
Magna, UT 84044
ClintD@magnawaterut.gov

7. ENTIRE AGREEMENT

The Parties agree that this Assignment constitutes the entire integrated understanding between the Assignor, the Assignee, and the Obligor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the assignment described in this Assignment.

8. GOVERNING LAW AND VENUE

This Assignment shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions.

9. COUNTERPARTS

This Assignment may be executed in several counterparts.

10. SEVERABILITY

If any provision of this Assignment shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Assignment as of the latest date indicated below.

REDEVELOPMENT AGENCY OF SALT LAKE COUNTY:

Chairperson
Board of Directors

Date: _____

Recommended for Approval:

By: _____
Executive Director

Date: _____

Reviewed as to Form:

By: _____
Deputy District Attorney

COMMUNITY REINVESTMENT AGENCY OF MAGNA:

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
Attorney for the Assignee

MAGNA WATER DISTRICT:

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
Attorney for the Obligor

EXHIBIT “A”
Interlocal Cooperation Agreement
for the Arbor Park Water Line Replacement
executed on August 27, 2024

INTERLOCAL COOPERATION AGREEMENT

between

THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY

and

MAGNA WATER DISTRICT

Arbor Park Water Line Replacement

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY**, a community reinvestment agency created under Utah Code Title 17C (the "Agency"); and **MAGNA WATER DISTRICT**, a special district created under Utah Code Title 17B (the "District"). The Agency and the District may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The Agency and the District are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the "Interlocal Act"), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Utah Code § 11-13-215 authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. On June 16, 2009, the Agency adopted a project area plan known as the Magna/Arbor Park Project Area Urban Renewal Plan. The plan contemplated the use of tax increment to help finance the development of the project area including, among other things, the installation of public infrastructure such as roads, curb, gutter and sidewalk, water lines, sewer lines and storm water facilities.

C. On October 9, 2012, the Agency entered into a tax increment reimbursement agreement with Arbor Park Associates, L.C. (the "Developer"), whereby the Agency agreed to reimburse the Developer for certain of its costs in developing the project area. The Agency and the Developer also agreed to share the costs, up to \$294,030, to reimburse the District for replacing 1,725 linear feet of water lines in the project area.

D. The District is the local authority for supplying water and wastewater treatment in the project area. Accordingly, the District has installed the necessary water lines, a portion of which costs shall be borne by the Agency and the Developer as set forth in the tax increment reimbursement agreement.

E. The Parties now desire to provide for the payment to the District for the water line replacement costs as set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — WATER LINE REPLACEMENT AND PAYMENT

1.1. Water Line Replacement. The District warrants that it has completed the replacement of a secondary water line sufficient to provide full service to the Arbor Park Development.

1.2. Payment. The Agency shall make seven payments to the District as follows:

- (a) On or before September 6, 2024, the Agency shall pay the District \$176,418.
- (b) On or before December 31, 2024, the Agency shall pay the District \$19,602.
- (c) On or before December 31, 2025, the Agency shall pay the District \$19,602.
- (d) On or before December 31, 2026, the Agency shall pay the District \$19,602.
- (e) On or before December 31, 2027, the Agency shall pay the District \$19,602.
- (f) On or before December 31, 2028, the Agency shall pay the District \$19,602.
- (g) On or before December 31, 2029, the Agency shall pay the District \$19,602.

ARTICLE 2 — COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). There are no indemnity obligations between these Parties. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law. Consistent with the terms of the Immunity Act, as provided therein, it is mutually agreed that each Party is responsible for its own wrongful or negligent acts which are committed by its agents, officials, or employees. No Party waives any defense otherwise available under the Immunity Act nor does any Party waive any limit of liability currently provided by the Immunity Act.

(b) Indemnification. Subject to the provisions of the Immunity Act, each Party agrees to indemnify and hold harmless the other, as well as the other Party’s agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs), arising out of or resulting from the conduct of this Agreement to the extent the same are caused by its own negligent or wrongful act, error or omission or those of its own officers, agents and or employees.

(c) Insurance. Each Party shall maintain insurance or self-insurance coverage sufficient to meet its obligations hereunder and consistent with applicable law.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Utah Code § 11-13-207, to the extent this Agreement requires administration other than as set forth herein, the Chairperson of the Agency's Board of Directors and the Chairman of the District's Board of Trustees are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire upon the earlier of: a) the date the Parties have performed all of the material obligations described herein; or b) January 31, 2030.

3.3. Non-Funding Clause.

(a) The Agency has requested or intends to request an appropriation of funds to be paid to the District for the purposes set forth in this Agreement. If funds are not appropriated and made available beyond December 31 of the Agency's fiscal year in which this Agreement becomes effective, the Agency's obligation for performance of this Agreement beyond that date will be null and void. This Agreement places no obligation on the Agency as to succeeding fiscal years and shall terminate and become null and void on the last day of the Agency's fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the Agency's

obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the Agency's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the District, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If funds are not appropriated for a succeeding fiscal year to fund performance by the Agency under this Agreement, the Agency shall promptly notify the District of such non-funding and the termination of this Agreement. However, in no event, shall the Agency notify the District of such non-funding later than thirty days following the expiration of the Agency's fiscal year for which funds were last appropriated to fund performance by the Agency under this Agreement.

3.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the Agency or the District that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); b) war, acts or threats of terrorism, invasion, or embargo; or c) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty days, the Agency may terminate this Agreement without liability or penalty, effective upon written notice to the District.

3.5. Ethical Standards. The District represents that it has not: a) provided an illegal gift in connection with this Agreement to any Agency officer or employee, or former Agency officer or employee, or to any relative or business entity of a Agency officer or employee, or relative or business entity of a former Agency officer or employee; b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07, Salt Lake County Code of Ordinances; or d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

3.6. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede and replace any prior or existing agreements, statements, promises, or inducements made by either Party, or agents for either Party.

3.7. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.8. Governing Law and Venue. The laws of the State of Utah govern all matters

arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Salt Lake County, State of Utah.

3.9. No Obligations to Third Parties. The Parties agree that the District's obligations under this Agreement are solely to the Agency and that the Agency's obligations under this Agreement are solely to the District. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.10. Agency. No officer, employee, or agent of the District or the Agency is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The District and the Agency will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.11. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

3.12. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

3.13. Exhibits and Recitals. The Recitals set forth are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

3.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

THE REDEVELOPMENT AGENCY OF SALT LAKE COUNTY:

Arlyn Bradshaw
Arlyn Bradshaw (Aug 27, 2024 12:52 MDT)

Chairperson
Board of Directors
Date: Aug 27, 2024

Recommended for Approval:

By: 
Executive Director
Date: Aug 16, 2024

Reviewed as to Form:
By:  Adam Miller
2024.08.15 13:14:01
-06'00'

MAGNA WATER DISTRICT:

By: 
Name: Mick Sudbury
Title: Board Chairman
Date: 6/13/24

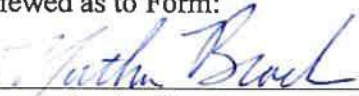
Reviewed as to Form:
By: 
Attorney for the District
Date: 6-13-2024

EXHIBIT “B”

*Interlocal Agreement for the Magna Main Street Community
Development Project Area*

Executed September 3, 2013

ASSIGNMENT AND ASSUMPTION AGREEMENT

between

REDEVELOPMENT AGENCY OF SALT LAKE COUNTY

and

COMMUNITY REINVESTMENT AGENCY OF MAGNA

and

MAGNA WATER DISTRICT

Magna Main Street Community Development Project Area Tax Increment

This Assignment and Assumption Agreement (the “Assignment”) is made effective this _____ day of _____, 2025, by and between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY, a community reinvestment agency created under Utah Code Title 17C (the “Assignor”); the COMMUNITY REINVESTMENT AGENCY OF MAGNA, a community reinvestment agency created under Utah Code Title 17C (the “Assignee”); and the MAGNA WATER DISTRICT, a special district created under Utah Code Title 17B (the “Obligor”). The Assignor, the Assignee, and the Obligor may also be referred to as a “Party” in the singular or collectively as the “Parties” as the context of this Assignment may require.

R E C I T A L S

WHEREAS, the Assignor and the Obligor are parties to the Interlocal Agreement dated September 3, 2013 (the “Agreement”), which is attached hereto as Exhibit “A,” and is incorporated herein by this reference;

WHEREAS, the Assignee is a “public agency” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608, and as such, is authorized to enter into agreements with other public agencies to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers;

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

WHEREAS, it is consistent with the Obligor’s interest to recognize the Assignee as the successor Party to the Agreement;

AND WHEREAS, the Obligor consents to the assignment of the Agreement based on Assignor’s warranties stated herein and under the terms below.

A G R E E M E N T

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Assignment, the Parties covenant and agree as follows:

1. ASSIGNMENT AND ACCEPTANCE

1.1 Assignor hereby assigns to Assignee all of Assignor's rights, duties and interest in and to the Agreement.

1.2 Assignee hereby: a) accepts the assignment set forth in Section 1.1; b) agrees to assume all of Assignor's rights, duties and interests in and to the Agreement; and c) agrees to be bound by and be subject to all the terms, covenants, and conditions of the Agreement.

1.4 This Assignment is effective upon the signature of the last Party to sign (as indicated by the date accompanying the authorized representative's signature) (the "Effective Date").

1.3 The Assignor waives any claims and rights against the Obligor that it now has or may have in the future in connection with the Agreement after the Effective Date, having assigned the same to Assignee. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement arising on or after the Effective Date as if the Assignee were an original Party to the Agreement. The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action had been taken by the Assignee.

2. CONSENT

The Obligor hereby consents to the Assignment set forth in Section 1 and acknowledges Assignee as the Assignor's successor in interest, and as the "Agency," under the Agreement.

3. INCORPORATION

This Assignment is herewith incorporated into the Agreement. The Agreement shall remain in full force and effect, except as specifically modified by this Assignment.

4. INDEMNIFICATION

To the fullest extent allowable by law, the Assignee agrees to indemnify the Assignor, its officers, agents and employees against any and all actual or threatened claims, losses, damages, injuries and liabilities of, to, or by the Obligor or third parties, including subcontractors, or the employees of the Assignee, Obligor, or their subcontractors, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of: a) the Assignee's breach of the Agreement; or b) any acts or omissions of or by the Assignee or the Obligor, their agents, representatives, officers, employees or subcontractors in connection with the performance of the Agreement. The Assignee agrees that its duty to indemnify the Assignor under this Assignment includes all litigation and court costs, expert witness fees, and any sums expended by or assessed against the Assignor for the defense of any claim or to satisfy any settlement, arbitration award, or judgment awarded against or paid by or on behalf of the Assignor.

5. GOVERNMENTAL IMMUNITY

The Parties are each bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Immunity Act"), UTAH CODE §§ 63G-7-101 to -904. The Parties agree that the Assignor, the Assignee, and the Obligor shall only be liable within the parameters of the Immunity Act. Nothing contained in this Assignment shall be construed to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing in this Assignment or any act or forbearance in the course of performance shall be construed as a waiver of the Immunity Act.

6. NOTICE

All legal notices to the Assignee and the Obligor shall be addressed to the following:

The Community Reinvestment Agency of Magna
8952 West Magna Main Street
Magna, UT 84044

Magna Water District
Attn. General Manager
8885 W 3500 S,
Magna, UT 84044
ClintD@magnawaterut.gov

7. ENTIRE AGREEMENT

The Parties agree that this Assignment constitutes the entire integrated understanding between the Assignor, the Assignee, and the Obligor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the assignment described in this Assignment.

8. GOVERNING LAW AND VENUE

This Assignment shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance, without regard to Utah's choice of law provisions.

9. COUNTERPARTS

This Assignment may be executed in several counterparts.

10. SEVERABILITY

If any provision of this Assignment shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Assignment as of the latest date indicated below.

REDEVELOPMENT AGENCY OF SALT LAKE COUNTY:

Chairperson
Board of Directors

Date: _____

Recommended for Approval:

By: _____
Executive Director

Date: _____

Reviewed as to Form:

By: _____
Deputy District Attorney

COMMUNITY REINVESTMENT AGENCY OF MAGNA:

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
Attorney for the Assignee

MAGNA WATER DISTRICT:

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

By: _____
Attorney for the Obligor

EXHIBIT "A"
Interlocal Agreement
dated September 3, 2013

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into as of the 3rd day of September, 2013, by and between the REDEVELOPMENT AGENCY OF SALT LAKE COUNTY (the "Agency") and MAGNA WATER DISTRICT (the "District"). The foregoing are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

SCANNED

RECITALS:

WHEREAS the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake County, Utah as contemplated by the Act; and

WHEREAS the Agency adopted a resolution on July 16, 2013 authorizing the Agency to commence the process under the Act to create the Magna Main Street Community Development Project Area (the "Project Area"), and has prepared a draft of a community development project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the "Draft Project Area Plan," which includes the legal description and a map of the Project Area), pursuant to which the Parties desire to promote economic development in the Project Area and in the surrounding community; and

WHEREAS, the Agency held a public hearing and accepted public comment on the draft Project Area Plan (the "Plan") on September 10, 2013; and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Plan, with property tax increment proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the District's tax levy, and the District is willing to consent that certain property tax increment from the Project Area attributable to the District's tax levy be used to fund the Project Area Plan; and

WHEREAS, the Agency anticipates providing tax increment, as defined in Section 17C-1-102(47) of the Act (hereinafter "Tax Increment"), created by the project to assist in the development and completion of the Project and to carry out the Draft Project Area Plan; and

WHEREAS, the District has determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment in connection with the development of the project as provided in the Draft Project Area Plan; and

WHEREAS, Section 17C-4-201 of the Act authorizes a taxing entity to consent to the Agency receiving the taxing entity's tax increment for the purpose of providing funds to carry out a proposed or adopted community development project area plan; and

WHEREAS, Section 11-13-215 of the Utah Code also authorizes a taxing entity to share its tax and other revenues with other governmental entities; and

WHEREAS, subject to the terms contained herein the District is willing to consent that the Agency receive certain Tax Increment from the Project Area attributable to the District's tax levy in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Act, and the Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, as amended (the "Cooperation Act").

NOW, THEREFORE, for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

1. Base Taxable Value; Payment of Tax Increment to Agency by District. Pursuant to Section 17C-1-102(6)(b) of the Act, the Parties agree that for purposes of calculating the District's share of tax increment from the Project Area to be paid by Salt Lake County to the Agency pursuant to this Agreement, the base tax year shall be the 2012 tax year and the base taxable value shall be the 2012 assessed taxable value of all real and personal property within the Project Area, which, after review of Salt Lake County and Utah State Tax Commission records, is thirty million sixty thousand and forty-nine dollars (\$30,060,049). For the ten (10)-year period described in Section 2 below, the property tax revenues from the District's levy that are attributable to the base taxable value shall continue to be paid by Salt Lake County to the District. A portion of the increase in the property tax revenues attributable to the District's tax levy on both real and personal property within the Project Area over and above the property tax revenues attributable to the District's tax levy on the base taxable value, or in other words a portion of the "Tax Increment" attributable to the District's tax levy, shall be paid by Salt Lake County to the Agency, in accordance with Section 17C-4-203(2) of the Act, for the ten (10)-year period provided and set forth in Section 2 below.

2. District's Consent and Related Provisions. The District, pursuant to Section 17C-4-201 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, hereby agrees and consents that for a maximum of ten (10) tax years the Agency shall receive and be paid 80% of the Tax Increment attributable to the District's tax levy on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan. The ten (10)-year period shall commence with any tax year from 2013 through 2018, as determined by the Agency at its election and evidenced by a written notice to the District and to the Salt Lake County Auditor and Assessor; PROVIDED, HOWEVER, that any portion of the District's taxes resulting from an increase in the District's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this

Agreement, shall not be paid to the Agency unless the District specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement.

For the ten (10)-year period described above, the remaining 20% of the Tax Increment attributable to the District's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the District. All Tax Increment attributable to the District's tax levy for tax years beyond the ten (10) year period described above shall be paid by Salt Lake County to the District. The calculation of the annual Tax Increment to be paid by Salt Lake County to the Agency shall be made as required by Section 17C-1-102(47)(a) of the Act, using the then current tax levy rate. Salt Lake County shall pay directly to the Agency the Tax Increment in accordance with Section 17C-4-203 of the Act for the ten (10) year period described above.

3. Payment of the Costs of the Projects.

a. As used herein, the Costs of the Project shall mean all costs incurred by the Agency in connection with the development of the Project consistent with the Project Area Plan. The Costs of the Project may also include reimbursements to Salt Lake County for any expenses incurred by Salt Lake County in paying for a portion of the Project.

b. The Parties agree that the Agency may use the Tax Increment provided to the Agency under this Agreement to pay for the Costs of the Project. The Parties also agree that the Agency may reimburse itself for administrative costs not exceeding 5.5% of the Tax Increment provided to the Agency under this Agreement.

4. Additional Condition; Final Project Area Plan. Each of the Parties agrees that in the event that the Agency does not approve any Draft Project Area Plan pursuant to Section 17C-4-102(1)(f) of the Act, this Agreement shall terminate and neither Party shall have any further obligations hereunder. In the event that the Agency does approve the Draft Project Area Plan pursuant to Section 17C-4-102(1)(f) of the Act in the form of Exhibit A attached hereto, then the "Project Area Plan" attached hereto shall be such approved plan. In the event that the Agency makes any changes to the Draft Project Area Plan in the form of Exhibit A attached hereto in connection with its approval pursuant to Section 17C-4-102(1)(f) of the Act, the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to attach the revised Project Area Plan, and the "Project Area Plan" hereunder shall be the revised Project Area Plan attached to the amendment. In the event that the Parties do not execute an amendment within 90 days of the date the Agency provides the District with the copy of such revised Project Area Plan, this Agreement shall terminate and neither Party shall have any further obligation hereunder.

5. No Third Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of or rights in any person or entity not a party to this Agreement. No person or entity is an intended third party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity

is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

6. Due Diligence. The District has relied upon the Agency for factual data and has for itself prepared its own review and developed its own understanding of the relevant facts and information based upon that data. The Agency has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understandings of those relevant facts and information, after having completed its own due diligence and investigation.

7. Interlocal Cooperation Act. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Cooperation Act.

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.

d. The term of this Agreement shall not exceed 16 years and shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of the Agency's Share of the District's Tax Increment has been paid to and disbursed by the Agency as provided herein.

e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

f. No separate legal entity is created by the terms of this Agreement.

8. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement and the Parties' resolutions authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Cooperation Act and in accordance with Section 17C-4-202 of the Act. The District agrees that the Agency may cause such publication of notice to be made on the District's behalf and at the Agency's expense, in a joint publication.

9. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed

by the Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

10. Further Documents and Acts. Each of the Parties hereto agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

11. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded by this Agreement.

12. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13. Assignment. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

14. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Agreement.

15. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

16. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

17. Severability. If any provision of this Agreement and any related document shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement and related documents shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

18. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Section 17C-4-202 of the Act).

ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF
SALT LAKE COUNTY

By: Arlyn Bradshaw 10/29/13
Arlyn Bradshaw, Chairperson

MAGNA WATER DISTRICT

By: Harold Johnson
Harold Johnson, Board Chair

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date 9-12-13

EXHIBIT A TO EXH. C Part of BG13102C
DRAFT PROJECT AREA PLAN

UASD Member Appointment

Board of Representatives
Member Appointment

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

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

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

Date Member and Alternate were appointed by the District Board: March 13, 2025

Signature of Person supplying information: _____ Title: Controller

UASD 2025 ANNUAL MEMBERSHIP DUES SCHEDULE

Annual Operating Budget	Annual Dues
\$ 1 - 99,999	\$ 84
\$ 100,000 - 499,999	\$ 446
\$ 500,000 - 999,999	\$ 1116
\$ 1,000,000 - 1,499,999	\$ 1,675
\$ 1,500,000 - 1,999,999	\$ 2,230
\$ 2,000,000 - 2,499,999	\$ 2,978
\$ 2,500,000 - 2,999,999	\$ 3,716
\$ 3,000,000 - 3,499,999	\$ 4,460
\$ 3,500,000 - 3,999,999	\$ 5,212
\$ 4,000,000 - 4,499,999	\$ 5,955
\$ 4,500,000 - 4,999,999	\$ 6,698
\$ 5,000,000 - 5,499,999	\$ 7,437
\$ 5,500,000 - 5,999,999	\$ 8,177
\$ 6,000,000 - 6,499,999	\$ 8,918
\$ 6,500,000 - 6,999,999	\$ 9,660
\$ 7,000,000 - 7,999,999	\$ 10,409
\$ 8,000,000 - 8,999,999	\$ 11,159
\$ 9,000,000 - 14,999,999	\$ 12,300
\$ 15,000,000 - 29,999,999	\$ 13,838
\$ 30,000,000 - 49,999,999	\$ 15,375
\$ 50,000,000 - 69,999,999	\$ 16,913
\$ 70,000,000 - 99,999,999	\$ 18,450
\$ 100,000,000 +	\$ 19,988

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

	ANNUAL OPERATING BUDGET	TOTAL ANNUAL DUES
ANNUAL DUES CALCULATION	\$ 13,840,285	\$ 12,300
Payment Type: <input type="checkbox"/> Check <input checked="" type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover <input type="checkbox"/> Other		
Name on Card:	Card Number:	
Authorized Signature:	Security Code:	
Email address to receive receipt:	Expiration Date:	
Credit Card Billing Address:		

Please enclose a check or credit-card information with this form and return to the UASD

Utah Association of Special Districts

