

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, December 14, 2023, 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: Mick Sudbury called the meeting to order at 10:00 a.m.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart, Excused

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager
Andrew Sumsion, HR Manager
Steve Clark, Water Construction Crew Leadman
Paul Bird, Wastewater Collections Service Maintenance

Also Present:

Katy Steffy, Smith Hartvigsen PLLC
Don Olsen, Epic Engineering
Dan Peay, Magna Mayor
Madison Bertoch, Stantec
Marie Owens, AE2S
Jeff Beckman, Bowen Collins
Brian Child, Olympus Insurance
Harry Holt, Unified Police Department
Russ Buhler, Unified Police Department
Todd Richards, Magna Metro Township
Joel Workman, AQS

Welcome the Public and Guests: Chairman welcomed those in attendance.

Pledge of Allegiance: Chairman lead those in attendance in the Pledge of Allegiance.

Chairman wanted to honor Dan Peay, Magna Mayor, on behalf of his service and time to the community of Magna upon his retirement.

Public Comment: None

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 November 16, 2023

Minutes of the 2024 Budget Hearing held November 16, 2023

Minutes of the special board meeting held on December 5, 2023

Expenses for November 6 to December 3, 2023:

General Expenses: \$1,429,862.60

Zions Bank Bond Payment: \$167,376.88

A motion was made by Jeff White, seconded by Mick Sudbury, to approve the minutes of the regular board meeting and the 2024 Budget Hearing held November 16, 2023, the minutes of the special board meeting held on December 5, 2023, and to approve the general expenses and the Zions Bank Bond Payment from November 6 to December 3, 2023, in the amount of \$1,429,862.60 and \$167,376.88; respectively. The motion was approved as follows: Mick Sudbury, yea, and Jeff White, yea.

Employee Recognition

Steve Clark: Raymond recognized Steve Clark for his and his crews in completion of the valve replacement project on 8950 W 3100 S. Project completion is important for upcoming water line replacement projects, this helps in better control resulting in minimal customer interruptions on the mainline replacements, also wanted to recognize Steve and his crew for completing the separation from culinary water and connection to secondary water preparing for the upcoming 2024 irrigation season. For full discussion please go to board meeting recording beginning position 3:56 to 4:52.

Paul Bird: Dallas recognized Paul Bird for his achievement of passing his Collections Grade III Certification. For full discussion please go to board meeting recording beginning position 4:53 to 5:24.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following items in his managers' report. There were no actions taken, for full report, please go to board meeting recording beginning at position 5:30 to 16:33 and the Manager's Report insert in the board meeting packet.

Management has been working with the Union on Memorandum of Understandings for the staff engineer position and the mechanic apprentice. The MOU for the mechanic apprentice has been signed by both parties. The Union requested additional clarification on the MOU for the Staff Engineer position to make sure there weren't any future potential conflicts.

The operations crew has been working with the materials storage and installed concrete blocks along the backside of the structure, to solve moisture problems.

The first phase of the lead and copper investigation inventory and potholing for the District's system is winding down. Efforts to gather the customer side inventory need to be ramped up to gather additional information. Jeff suggested additional flyers to the customer.

The wastewater team has been doing onsite potholing for the projects at the plant. Clint commended Dallas's proactive practices regarding safety.

The UCI has completed the initial round of boxes sent for scanning, which was the main bulk of the District's files. Looking to do additional in 2024, to keep current with scanning documents.

All employees have met on the Safety Policy Manual, the HR Manager sent out expectations with each manager and team leads to go over a few sections at a time, which that has been started and each employee will sign off acknowledgement of each section. Mick recommended Legal Counsel review the manual.

Clint reported there has been no comments or concerns brought to the District about the new office hours.

Engineering Report:

Trevor reported on the WRF Reuse Project, WWTP Facility Plan Update, and the Basement Remodel. Clint updated the Board on the Haynes Well #8 Project that has been approved through Congressman Stewart's office, and recommended to be budgeted, is still on their radar and they are still pushing for the project to be included in the budget. Mick suggested the District invite the Congressman out to the tour our facilities. No actions were taken, to hear full engineering report, please go to board meeting recording position 16:34 to 23:19 and see board meeting packet District Engineer insert.

Water Operations Report (including water production and call out report): Raymond presented the production report. The culinary water production for the month of November was 88.98 million gallons or 273.09-acre feet, a 0.12% decrease from 2022. YTD was 1,515.96 million gallons or 4,652.61-acre feet, a 6.2% decrease from 2022. We have purchased 742.28-acre feet of water from Jordan Valley Water. Raymond reported the number of callouts for the month of November. 5 callouts and a total of 39 hours. No actions were taken, for full discussion, please go to board meeting recording position 23:20 to 24:30 and see board meeting packet Water Operations Manager Report insert.

Wastewater Operations Report (including status and call out report):

Dallas updated the Board; For the master plan update with Stantec they had a walkthrough of the plant. Collections Crew has been taking advantage of training opportunities. Dallas indicated the Crew was not going to apply for the Ops Challenge this year. No actions were taken, to hear full report/discussions from the Wastewater Operations Manager please go to position 24:31 to 26:12.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is up to date with legal requirements and internal policies. No actions were taken, to hear full controller/clerk report,

please go to board meeting recording position 26:13 to 27:14 and see board meeting packet Controller/Clerk Report insert.

HR Manager Report:

Andrew reported there were two open positions in the last week, the inspector position, and the apprentice mechanic position. The Inspector position has closed, with three employees putting in for the position, those will be reviewed. The Apprentice Mechanic position will be closing today at 5:00 pm. There were no actions taken, for full discussion, please go to board meeting recording position 27:15 to 27:55.

PROJECT AWARDS & AGREEMENTS

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

Change Order for WRF Influent Project Task Order in the amount of \$40,000: Trevor explained the change order is for relocating the facilities. A motion was made by Jeff White, seconded by Mick Sudbury, to approve the Change Order for WRF Influent Project Task Order in the amount of \$40,000. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea. For full discussion, please go to board meeting recording beginning at position of 27:56 to 31:57.

Stantec Water & Wastewater Support Task Order for 2024 in the amount of \$50,000: A motion was made by Jeff White, seconded by Mick Sudbury, to approve the Stantec water & wastewater support task order for 2024 in the amount of \$50,000. The motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning position of 31:58 to 33:06.

Amendment to AE2S Lead & Copper compliance Assistance Task Order in the amount of \$20,000: A motion was made by Jeff White, seconded by Mick Sudbury, to approve the amendment to AE2S Lead & Copper compliance Assistance Task Order in the amount of \$20,000. Motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning position of 33:07 to 34:33.

Newman Construction, Zone 3 Secondary Booster Pump Station Change Order #5 increasing the contract by \$35,127: A motion was made by Jeff White, seconded by Mick Sudbury, to approve the Newman Construction, Zone 3 Secondary Booster Pump Station Change Order #5 increasing the contract by \$35,127. The motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning position of 34:34 to 36:02.

Purchase and subscription to WWTP data management software RIO through Hach and Aquatic Informatics in the amount of \$13,100: A motion was made by Jeff White, seconded by Mick Sudbury, to approve purchase and subscription to WWTP data management software RIO through Hach and Aquatic Informatics in the amount of \$13,100. The motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning position of 36:03 to 42:28.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Renewal of Liability, Property, & Vehicle Insurance with Olympus Insurance in the amount of \$228,131: Brian Child with Olympus Insurance presented to the Board the 2024 proposal for the District's Liability, Property and Vehicle and Insurance. The cost has had a significant increase due to the insurance industry and natural disasters. There isn't much the District can do about the increase because it's not due to claims by the District. The Property portion is where the increase is taking place. A motion was made by Jeff White, seconded by Mick Sudbury, to approve renewing the District's 2024 Liability, Property and Vehicle insurance with Olympus Insurance in the amount of \$228,131. The motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning position of 42:28 to 58:28.

2024 Regular Board Meeting Schedule: The 2024 Regular Board Meeting schedule is proposing to hold each month's regular board meeting on every second Thursday of each month but for the exceptions shown at 10:00 am. A motion was made by Jeff White, seconded by Mick Sudbury, to approve the proposed 2024 Regular Board Meeting Schedule as presented. The motion was approved as follows: Mick Sudbury, yea, and Jeff White, yea. For full discussion please go to board meeting recording beginning position 58:29 to 1:01:52.

2023 Fraud Risk Assessment: The 2023 Fraud Risk Assessment was presented by LeIsle Fitzgerald. The District is shown in the Low Risk Level. A motion was made by Jeff White, seconded by Mick Sudbury, to approve the 2023 Fraud Risk Assessment as presented. The motion was approved as follows: Mick Sudbury, yea and Jeff White, yea. For full discussion please go to board meeting recording beginning position 1:01:53 to 1:02:41.

Schedule of Conferences for 2024: The Conference schedule for 2024 was provided to the Board members for their reference. Management will bring the conferences back to them for approval later, when they have costs and proposed attendees. No action was taken, for full discussion please go to board meeting recording beginning position 1:02:42 to 1:06:00.

For Information and discussion only – no action items:

- Next month's board meeting – January 11, 2024, at 10:00 am
- Magna Water District Employee Recognition Dinner – December 15, 2023, Starting at 5:30 pm

Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, the purchase, exchange, or lease of real property, including any form of a water right or water shares, pending or reasonably imminent litigation, and collective bargaining purposes pursuant to Utah code Ann. §§ 52-4-204 through 205. Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an

individual and the purchase, exchange, or lease of real property, including any form of a water right or water shares, pending or reasonably imminent litigation, and collective bargaining purposes pursuant to Utah code Ann. §§ 52-4-204 through 205. The motion was seconded by Mick Sudbury, and approved as follows: Mick Sudbury, yea, and Jeff White, yea at 11:13 a.m.

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 12:23 p.m. The motion was seconded by Mick Sudbury, yea, and approved as follows: Mick Sudbury, 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 Jeff White, seconded by Mick Sudbury, to adjourn the meeting at 12:23 pm. The motion was approved as follows: Mick Sudbury, yea, and Jeff White, yea.

LeAnn Fitzgerald

Attest

Mick Sudbury

Chairperson



MAGNA WATER DISTRICT AGENDA

FOR THE

REGULAR BOARD MEETING

10:00 AM

THURSDAY DECMEBER 14, 2023

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

DECEMBER 14, 2023
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: December 14, 2023, 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 November 16, 2023
- 2. Minutes of the 2024 Budget Hearing held November 16, 2023
- 3. Minutes of the special board meeting held on December 5, 2023
- 4. Expenses for November 6 to December 3, 2023
 - General Expenses: \$1,429,862.60
 - Zions Bank Bond Payment: \$167,376.88

- G. Employee Recognition**

Steve Clark
Paul Bird – Collections Grade III Certification

- H. Department Reports:**

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

4. Wastewater Operations Report (status and call out report)
5. Controller/Clerk Report
 - Compliance Requirements Report
6. HR Manager Report

I. Project Awards & Agreements

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

1. Change Order to WRF Influent Project Task Order in the amount of \$40,000.
2. Stantec Water & Wastewater Support Task Order for 2024 in the amount of \$50,000
3. Amendment to AE2S Lead & Copper Compliance Assistance Task Order in the amount of \$20,000
4. Newman Construction, Zone 3 Secondary Booster Pump Station Change Order #5 increasing the contract by \$35,127.
5. Purchase and subscription to WWTP data management software RIO through Hach and Aquatic Informatics in the amount of \$13,100.

J. Administrative

Discussion and possible motion to approve the following administrative items:

1. Renewal of Liability, Property, & Vehicle Insurance with Olympus Insurance in the amount of \$228,131.
2. 2024 Regular Board Meeting Schedule
3. 2023 Fraud Risk Assessment
4. Schedule of Conferences for 2024

For information and discussion only – no action items:

- Next month's board meeting – January 2024
- Magna Water District Employee Recognition Dinner – December 15, 2023, starting at 5:30 pm.

- K. Motion to meet immediately in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual, the purchase, exchange, or lease of real property, including any form of a water right or water shares, pending or reasonably imminent litigation, and collective bargaining purposes pursuant to Utah Code Ann. §§ 52-4-204 through 205.**
- L. Motion to close the closed meeting and re-open the public board meeting.**
- M. Consider action on any noticed agenda item discussed in closed meeting.**
- N. Other Business**
- O. 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, November 16, 2023, at 10:05 a.m. (immediately following the 2024 Budget Hearing), at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Call to Order: Mick Sudbury called the meeting to order at 10:05 a.m.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
Lelsle Fitzgerald, District Controller, Excused
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager
Andrew Sumsion, HR Manager

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC
Don Olsen, Epic Engineering
Naho Garvin, Stantec Engineering
Josh Martin, Sunot
Dan Peay, Magna Mayor
Sam Fankhauser, AE2S
Lorrie Callaway, Magna Resident

Welcome the Public and Guests: Chairman welcomed those in attendance.

Public Comment: None

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 October 19, 2023

Expenses for October 9 to November 5, 2023:

General Expenses: \$729,092.71

Zions Bank Bond Payment: \$279,752.05

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held October 19, 2023, and to approve the general expenses and the Zions Bank Bond Payment from October 9 to November 5, 2023, in the amount of \$729,092.71 and \$279,752.05; respectively. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following items in his managers' report. There were no actions taken, for full report, please go to board meeting recording beginning at position 1:38 to 6:45 and the Manager's Report insert in the board meeting packet.

The secondary water system has been shut down and the crew has begun winterizing the system. They have had to rebuild some of the intake structure screening.

Management met with the Division of Water Rights to verify our water reuse project was still approved. The Division confirmed our project was approved, and the District has fulfilled all requirements of the Division.

UCI is nearly complete with the material sent to them for scanning this summer. LeIsle visited the facility to answer some questions about the material. When LeIsle returns from vacation, there are plans to finish cleaning/organizing the basement. The basement should be ready for furnishings at the first of the year.

Engineering Report:

Trevor reported on the Zone 3 secondary and culinary pump station project, WRF Reuse Project, WWTP Facility Plan Update, Basement Remodel – the furnishings for downstairs and chairs for upstairs offices, and reported that at the WWTP, a door at the top of the stairs in the operations building, has been installed for the change house. No actions were taken, to hear full engineering report, please go to board meeting recording position 6:46 to 27:29 and see board meeting packet District Engineer insert.

Water Operations Report (including water production and call out report): Raymond presented the production report. The culinary water production for the month of October was 113.7 million gallons or 349.10-acre feet, a 18.14% decrease from 2022. YTD was 1,426.9 million gallons or 4,379.5-acre feet, a 6.60% decrease from 2022. We have purchased 674.31-acre feet of water from Jordan Valley Water. The secondary water production for the month of October was 12.4 million gallons or 38.36-acre feet, a 100% decrease from 2022. YTD was 286.5 million gallons or 879.2-acre feet, a 12.9% increase from 2022. Raymond reported the number of callouts for the month of October. 13 callouts and a total of 45 hours. No actions were taken, for full discussion, please go to board meeting recording position 27:31 to 29:00 and see board meeting packet Water Operations Manager Report insert.

Wastewater Operations Report (including status and call out report):

Dallas updated the Board; November starts the 30 day comment period for the WWTP Permit Renewal. Once that period closes, if there's anything to pass on to the Board, the Management Team will bring it to the Board's attention. The facility sampling plan for the local limit's

study has completed and now they will move onto the Northrup Grumman limits evaluation which will start after Thanksgiving. The collections crew just completed chemically treating 11,000 linear feet for root control within the collection system. There were 7 operators that took wastewater certification exams last week, waiting on those results. Today is the last day for the RV Dump to be open for the season. No actions were taken, to hear full report/discussions from the Wastewater Operations Manager please go to position 29:01 to 30:19.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle was absent. Mandy reported the District is up to date with legal requirements and internal policies. No actions were taken, to hear full controller/clerk report, please go to board meeting recording position 30:20 to 37:59 and see board meeting packet Controller/Clerk Report insert.

Quarterly Financial Report for Period Ending September 30, 2023: Mandy presented the 3rd quarter financial statements to the Board including the Revenue and Expenditure Actual YTD Compared to Budgeted YTD report.

New Billing Form: Mandy presented the new billing form that is being coordinated with our third-party processor and hope that it will go out first of January.

HR Manager Report:

Andrew reported the safety committee is starting to perform walk downs each month and turn in the inspection sheets, from those, staff learns of repairs that need to be made or improvements needed to be done to implement a safer environment.

Andrew presented additional information for the Mechanic Apprentice position. Both operations managers made recommendations for the position and made recommendations on how to handle tools for the position.

There were no actions taken, for full discussion, please go to board meeting recording position 38:00 to 42:52.

WATER & SEWER AVAILABILITY

Discussion and possible motion to approve the following developments:

Valvoline Instant Oil Change located at 2663 Anna Caroline Dr, West Valley City: A motion was made by Jeff White, seconded by Dan Stewart, to approve availability of water and sewer services to Valvoline Instant Oil Chage located at 2663 Anna Caroline Dr, West Valley City. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion please see board meeting recording position 43:03 to 45:12.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Smith's Gift Cards for Employees: A motion was made by Jeff White, seconded by Dan Stewart, to approve \$100/employee Smith's Gift Card. The motion was approved as follows:

Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion, please go to board meeting recording position beginning at 45:13 to 46:24.

December 5, 2023, Election Canvass Certification Meeting – Set Time: A motion was made by Jeff White, seconded by Dan Stewart, to hold a special board meeting for the election canvass certification, and other needed items on December 5, 2023, at 3:00 pm. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion, please go to board meeting recording beginning at position 46:25 to 46:44.

For Information and discussion only – no action items:

- Next month’s board meeting – December 14, 2023, at 10:00 am

Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah code Ann. §§ 52-4-204 through 205. Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 10:53 a.m.

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 1:41 p.m. The motion was seconded by Dan Stewart, yea, and approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

Motion to approve annual employee goal awards: A motion was made by Jeff White, seconded by Dan Stewart, to approve the annual employee goal awards after applying the discussed modifications. The motion was approved as follows: Mick Sudbury, yea, 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 Jeff White, seconded by Dan Stewart, to adjourn the meeting at 1:42 pm. The motion was approved as follows: Dan Stewart, yea, Mick Sudbury, yea, and Jeff White, yea.

Attest

Chairperson

**MINUTES OF THE
2024 BUDGET HEARING
OF THE BOARD OF TRUSTEES OF
MAGNA WATER DISTRICT**

A public hearing of the Board of Trustees of the Magna Water District was held Thursday, November 16, 2023, at 10:00 a.m., to allow the public to comment on the District's tentative 2024 budget, at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Call to Order: Mick Sudbury called the meeting to order at 10:00 a.m.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller, Excused
Trevor Andra, District Engineer
Raymond Mondragon, Water Operations Manager
Dallas Henline, Wastewater Operations Manager
Andrew Sumsion, HR Manager
Amanda Whitmore, Accountant

Also Present:

Nathan Bracken, Smith Hartvigsen PLLC, excused
Naho Garvin, Stantec Engineers
Josh Martin, Sunot
Dan Peay, Magna Mayor
Sam Fankhauser, AE2S
Lorrie Callaway, Magna Resident

Public, Board, Staff joined in the Pledge of Allegiance.

Welcome the Public and Guests: Chairman welcomed those in attendance.

Chairman read the following for proof of legal notification requirements.

Verification that legal notification requirements have been met:

Notice of this public hearing was placed on the Public Meeting Notice Website on 11/07/2023, on the District's website on 11/07/2023, and posting the notice three public places within the District's boundaries on 11/08/2023. The 2024 Tentative Budget has been available for public inspection since 11/07/2023. All requirements for notice of this public hearing were duly given according to Utah law.

Motion to open public comment session: A motion was made by Jeff White, seconded by Dan Stewart, to open the public comment session at 10:03 a.m. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

Call upon individuals who have completed and submitted a request card to address the Board of Trustees: There were no submitted requests to address the Board.

Motion to close public comment session: A motion was made by Jeff White, seconded by Dan Stewart, to close the public comment session, due to no public present, at 10:04 a.m. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

Board discussion if needed: There was no Board discussion needed.

Discussion of any updates, changes, and/or modifications to the 2024 Tentative Budget: There were no updates, changes, and/or modifications to the 2024 Tentative Budget.

Consider approval of Resolution 2023-05 Adopting the District’s 2024 Final Budget as amended: A motion was made by Jeff White, seconded by Dan Stewart, to approve Resolution 2023-05 Adopting the District’s 2024 Tentative Budget as the 2024 Final Budget. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

Adjourn Public Hearing: A motion was made by Jeff White, seconded by Dan Stewart, to adjourn the Public Budget Hearing at 10:05 am. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea.

Attest

Chairperson

**MINUTES OF THE
SPECIAL BOARD MEETING/ELECTION CANVASS CERTIFICATION MEETING
OF THE BOARD OF TRUSTEES OF MAGNA WATER DISTRICT**

A special board meeting/election canvass certification meeting of the Board of Trustees of the Magna Water District was held Tuesday, December 5, 2023, at 3:00 p.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, District Controller/Clerk
Andrew Sumsion, HR Manager
Dallas Henline, Wastewater Operations Manager
Raymond Mondragon, Water Operations Manager
Trevor Andra, District Engineer

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Nathan Rogers, Bowen Collins Associates

Call to Order: Mick Sudbury called the meeting to order at 3:00 pm.

Welcome the Public and Guests: Chairman welcomed those in attendance.

Presentation of the Trustee Election Results performed by Salt Lake County Elections Division held on November 21, 2023: This agenda item was tabled until after the closed meeting. The results were not received from Salt Lake County at the time.

Motion to adopt Resolution 2023-06 Certifying the 2023 Trustee Election Results: This agenda item was tabled until after the closed meeting. The results were not received from Salt Lake County at the time.

Discussion and possible motion regarding the District Inspector Position: Andrew presented to the Board the job description for the District Inspector, which was also previously presented to the Board at an earlier board meeting. There have been no changes to the job description besides the date. Management and Board reviewed the logistics of Staff's scheduling. A motion was made by Jeff White, seconded by Dan Stewart, to approve hiring for the District Inspector Position. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 1:10 to 11:07.

Discussion and possible motion to approve IGES Geotechnical Investigation proposal not to exceed the amount of \$11,800: Trevor indicated this proposal is for geotechnical investigation for the 7200 W Secondary Water line Project that is currently in design. It will identify the ground water level, type of soil and its attributes where the pipe alignment is designed to be installed. A motion was made by Jeff White, seconded by Dan Stewart, to approve the IGES Geotechnical Investigation proposal not to exceed the amount of \$11,800. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 11:08 to 12:57.

Discussion and possible motion to approve the vacation of an Easement as part of Arbor Park Apartment Development located at 8317 W Arbor Park Dr: Trevor explained to the Board this easement is on Arbor Park Drive where an existing water line is. Now with apartments going in, Arbor Park is making improvements along that roadway, adding sidewalks as well as abandoning some water infrastructure that used to go to existing buildings. They are also adding secondary water along the roadway. The developer is asking that the current easement held by Magna Water District be vacated and are now dedicating the total width of the roadway as an easement to Magna Water District. A motion was made by Jeff White, seconded by Dan Stewart, to approve the vacation of an Easement as part of Arbor Park Apartment Development located at 8317 W Arbor Park Dr. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea. For full discussion please go to board meeting recording beginning at position 12:58 to 19:55.

Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah code Ann. §§ 52-4-204 through 205. Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pursuant to Utah code Ann. §§ 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 3:22 p.m.

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 3:22 p.m. The motion was seconded by Dan Stewart and approved as follows: Mick Sudbury, yea, Jeff White, yea, and Dan Stewart, yea.

Presentation of the Trustee Election Results performed by Salt Lake County Elections Division held on November 21, 2023: Clint Dilley presented the Magna Water Trustee Election Statistics which have been provided by Salt Lake County Elections Office. The result of the election is as follows: (See also attached Magna Water District Canvass Statistic sheet provided by Salt Lake County Elections Division) For full report by Clint Dilley, please go to board meeting recording beginning at position 20:55 to 22:41.

3,124 Votes Counted
1,779 Votes for Dan Stewart – 63.09%
1,041 Votes for Shawn Ron Wall – 36.91%
2,820 Total Votes

Motion to adopt Resolution 2023-06 Certifying the 2023 Trustee Election Results: A motion was made to adopt Resolution No 2023-06, a resolution of the Magna Water District Certifying the 2023 General Election Results, and to accept the Election Canvass Statistics provided by Salt Lake County Elections by Jeff White, seconded by Dan Stewart, and approved as follows: Mick Sudbury, absent, Dan Stewart, yea and Jeff White, yea. For full report please go to board meeting recording beginning at position 22:41 to 26:03.

Magna Water District Clerk is authorized and directed to file the Certified Report of the Election Results when signed by the election officer and by the members of the Board as follows:

- a. Record or file the certified report in a book kept for that purpose;
- b. Prepare and transmit a certificate of election to each elected candidate;
- c. Within seven days of the date of this resolution: (1) publish the attached notice in a newspaper of general circulation within the District; (2) post the attached notice to the Utah Public Notice Website for one week; and (3) post the attached notice on the Magna Water District website for one week; and
- d. File a copy of the certified report with the Lieutenant Governor.

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

Other Business:

Next Regular Board Meeting – December 14, 2023 @ 10:00 am

Adjourn: Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart, to adjourn the meeting at 4:42 pm. The motion was approved as follows: Jeff White, yea, and Dan Stewart, yea.

Attest

Chairperson

MAGNA WATER DISTRICT BOARD OF TRUSTEES AT-LARGE (Vote for 1)

	Total	
Times Cast	3,124 / 12,424	25.14%

Candidate	Total	
DAN L STEWART	1,779	63.09%
SHAWN RON WALL	1,041	36.91%
Total Votes	2,820	

Magna Water District Canvass Statistics

General Election 11/21/2023

Section 1 - Ballot Statistics

1A	25.1%	Voter Turnout
1B	12424	Active voters (Given to counties on the Monday before the election)
1C	3089	Number of counted ballots (Mail or Drop Box)
1D	32	Number of counted ballots (In-person)
1E	1	Number of ballots that were returned electronically (UOCAVA/disability)
1F	0	Number of counted ballots (Provisional)
1G	3124	Total number of ballots counted
1H	No	Does total ballots counted match the number of voters given vote history in VISTA
1I	2	If no, what is the difference
1L	Explain:	We attribute the difference in ballot totals to in-person fleeing voters, envelopes submitted without a ballot, and current election envelopes containing ballots for previous elections.

Section 2: Challenged and Uncounted Ballot Statistics

2A	25	Number of envelopes with a signature that does not match the voter's signature
2B	4	Number of unsigned envelopes
2C	2	Number of challenged ballots for other curable reasons
2D	57	Total number of ballots that were challenged (cured and not cured combined)
2E	31	Total number of curable that were not cured
2F	54.4%	Percentage of curable ballots that were not cured
2G	5	Total number of ballots where the voter submitted a disability affidavit*

Section 3: Rejected ballot statistics (ballots that cannot be cured)

3A	70	Number of ballots that were returned after the postmark deadline
3B	0	Number of ballots rejected for other non-curable reasons
3C	70	Total number of rejected that were not curable
3D	1.7%	Percentage of ballots that were returned as undeliverable

Section 4: Provisional ballot statistics

4A	0	Number of provisional ballots issued
4B	0	Number of provisional ballots counted
4C	0	Total Number of provisional ballots not counted
4D	0	Already Voted
4E	0	Insufficient ID
4F	0	Unsigned
4G	0	Incomplete Form
4H	0	Other
4I	#DIV/0!	Percentage of provisionals that were counted
4J	0	Number of provisional ballots that are same-day registration

Section 5: County Clerk Certification

/s/ Lannie Chapman
Salt Lake County

I certify that the information contained in this report is true and accurate.

This report must be sent to elections@utah.gov upon completion of the canvass

INVOICE PAYMENTS

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
11/06/2023 TO 12/032023**

Check Issue Date	Payee	Amount	Description
11/6/2023	FUEL NETWORK	7,282.18	GASOLINE FOR VEHICLES
11/6/2023	SPEEDS POWER EQUIPMENT	693.98	BRUSH CUTTER- WWTP
11/8/2023	BUCHANAN ACCESS SYSTEMS, LLC	381.00	REPLACE GATE OPENERS- WWTP
11/8/2023	HUBER TECHNOLOGY	649.30	SLUDGE SCREW PRESS PARTS- WWTP
11/9/2023	CINTAS CORPORATION #180	254.43	SHOP/EDR UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	162.97	DISTRICT OFFICE MATS
11/9/2023	CINTAS CORPORATION #180	410.80	WWTP UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	354.60	WWTP UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	258.93	SEHOP/EDR UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	244.60	SHOP/EDR UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	557.99	WWTP UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	217.79	SHOP/EDR UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	402.02	WWTP UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	410.80	WWTP UNIFORMS AND LINENS
11/9/2023	CINTAS CORPORATION #180	162.97	MATS AT DISTRICT OFFICE
11/9/2023	CINTAS CORPORATION #180	254.43	SHOP/EDR UNIFORMS AND LINENS
11/9/2023	WHEELER MACHINERY CO	762.82	HYDRAULIC HOSES, SEALS, OIL, FILTER- #11
11/9/2023	WHEELER MACHINERY CO	108.95	SEAT ARM REST - #11
11/10/2023	ALLSTATE	478.27	INSURANCE & OPEB OBLIGATION
11/10/2023	BANKCARD CENTER	120.00	DALLAS HENLINE CREDIT CARD
11/10/2023	BANKCARD CENTER	347.94	VACUUM - OFFICE
11/10/2023	BANKCARD CENTER	479.10	FAN MOTEOR- EDR
11/10/2023	BANKCARD CENTER	11.79	SAFETY MEETING
11/10/2023	BANKCARD CENTER	37.26	SHIPPING OF SAMPLES
11/10/2023	REPUBLIC SERVICES	2,697.57	WWTP GARBAGE COLLECTION
11/10/2023	UTAH BARRICADE COMPANY	360.00	RENTAL OF BARRICADES
11/10/2023	W E A U	400.00	2023 WEAU MID YEAR CONFERENCE
11/10/2023	CASELLE	2,354.00	SUPPORT & MAINTENANCE
11/10/2023	UTAH BROADBAND	279.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	119.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	99.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	159.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	199.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	99.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	10.00	BROADBAND/INTERNET SUPPORT
11/10/2023	UTAH BROADBAND	199.00	BROADBAND/INTERNET SUPPORT
11/10/2023	BLUELINE SERVICES	66.20	PREEMPLOYMENT TESTING
11/10/2023	ZAYO	2,300.41	PHONE & DATA SERVICES
11/10/2023	BANKCARD CENTER	223.77	BOARD MEETING LUNCH
11/10/2023	ROCKY MOUNTAIN CARE CLINIC	175.00	DOT EXAM & POST ACCIDENT TEST
11/10/2023	ANSERFONE	274.00	NIGHT ANSWERING SERVICE
11/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	563.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	591.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	120.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	438.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	270.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	120.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	90.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	163.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	359.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	563.00	WWTP SAMPLES
11/10/2023	CHEMTECH-FORD	90.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	300.00	EDR SAMPLES
11/10/2023	CHEMTECH-FORD	300.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	300.00	WATER SAMPLES
11/10/2023	CHEMTECH-FORD	450.00	WATER SAMPLES
11/10/2023	APPLICANT PRO	159.82	JOB LISTINGS
11/10/2023	STANDARD PRINTING COMPANY	1,122.27	PROCESS OF MONTHLY BILLS
11/10/2023	LOUMIS CDL TESTING	248.00	CDL TESTING
11/10/2023	LOUMIS CDL TESTING	350.00	CDL TESTING
11/10/2023	WEST VALLEY CITY	130.20	STORM DRAIN WATER AT THE EDR
11/10/2023	BANKCARD CENTER	141.00	SOD- REPAIRS

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
11/06/2023 TO 12/03/2023**

Check Issue Date	Payee	Amount	Description
11/10/2023	SIGN NOW	48.15	ONLINE APPLICATIONS
11/10/2023	SMITH HARTVIGSEN, PLLC	3,069.00	GENERAL MATTERS
11/10/2023	SMITH HARTVIGSEN, PLLC	1,083.00	EMPLOYMNET LAW & OTHER CONFIDENTIAL MATTERS
11/10/2023	SMITH HARTVIGSEN, PLLC	198.00	LEGISLATIVE MATTERS
11/10/2023	SMITH HARTVIGSEN, PLLC	80.50	FLOJERAS QUITE TITLE ACTION
11/10/2023	BLUELINE SERVICES	147.00	RANDOM DRUG SCREENING
11/10/2023	SHRED-IT	74.47	SHREDDING CONTRACT
11/10/2023	UTAH ASSOCIATION OF SPECIAL	1,765.00	2023 ANNUAL CONFERENCE
11/10/2023	VERIZON WIRELESS	375.24	CELL PHONE SERVICE
11/10/2023	MICROSOFT CORPORATION	119.57	ADDITIONAL MICROSOFT 365 BUSINESS APPS
11/10/2023	SIGN NOW	48.15	ONLINE APPLICATIONS
11/10/2023	SIGN NOW	288.89	ONLINE APPLICATIONS
11/12/2023	PURCHASE POWER	295.00	POSTAGE
11/14/2023	DOMINION ENERGY	1,100.47	NATURAL GAS 6850 W 2820 S
11/13/2023	UTAH IDAHO TEAMSTERS SECURITY FUND	40,287.00	UNION HEALTH & WELFARE
11/13/2023	WESTERN CONF TEAMSTERS PENSION	23,670.96	UNION PENSION CONTRIBUTION
11/14/2023	DOMINION ENERGY	1,100.47	NATURAL GAS 6850 W 2820 S
11/14/2023	DOMINION ENERGY	22.30	NATURAL GAS 6026 PARKWAY BLVD
11/16/2023	AAA SPRING SPECIALISTS INC	675.15	LEAF SPRINGS & PARTS -#44
11/16/2023	ADVANCED ENGINEERING & ENVIR. SERVICES	701.50	LEAD AND COPPER RULE REVISION SUPPORT
11/16/2023	AMAZON CAPITAL SERVICES	30.54	JANITORAL SUPPLIES- OFFICE
11/16/2023	AMAZON CAPITAL SERVICES	27.36	CRUSH NUTS
11/16/2023	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
11/16/2023	ARNOLD MACHINERY CO.	619.49	REPAIR PARTS -#58
11/16/2023	BOB'S BELT SERVICE	44.00	WORK GLOVES
11/16/2023	BOWEN COLLINS & ASSOCIATES	2,415.75	7200 W SECONDARY WATERLINE REPLACEMENT
11/16/2023	CINTAS 1ST AID	50.22	FIRST AID CABINET WWTP
11/16/2023	CINTAS 1ST AID	67.28	FIRST AID CABINET EDR
11/16/2023	CINTAS 1ST AID	47.33	FIRST AID CABINET OFFICE
11/16/2023	CINTAS 1ST AID	41.87	FIRST AID CABINET SHOP
11/16/2023	CINTAS 1ST AID	65.16	FIRST AID CABINET WWTP OFFICE
11/16/2023	CINTAS 1ST AID	63.16	FIRST AID CABINET WWTP OFFICE
11/16/2023	CINTAS 1ST AID	101.54	FIRST AID CABINET SHOP
11/16/2023	CINTAS 1ST AID	83.76	FIRST AID CABINET OFFICE
11/16/2023	CINTAS 1ST AID	73.02	FIRST AID CABINET EDR
11/16/2023	CINTAS 1ST AID	65.98	FIRST AID CABINET WWTP
11/16/2023	COMMUNITY CONTROLS	429.25	GATE OPENERS - EDR
11/16/2023	CONTROLWORX	10,159.72	CHLORINE EQUIPMENT REPAIRS- WWTP
11/16/2023	CORPORATE IMAGE, INC.	79.10	VEHICLE DECALS
11/16/2023	CORPORATE IMAGE, INC.	618.75	VEHICLE DECALS
11/16/2023	CORRIO CONSTRUCTION, INC.	349,571.18	MAGNA WRF REUSE PROJECT
11/16/2023	CORRIO CONSTRUCTION, INC.	667,910.47	MAGNA WRF REUSE PROJECT
11/16/2023	CRUS OIL INC./QUALCO	868.71	FILTERS- GENERATORS- WWTP
11/16/2023	DAN STEWART	100.00	TRUSTEE TRAINING
11/16/2023	DR HORTON	1,235.00	REFUND OVERPAYMENT OF FEES
11/16/2023	DURA-CRETE INC.	348.00	CONCRETE METER BOX GRADE RINGS
11/16/2023	E.T. TECHNOLOGIES, INC	1,695.75	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	2,133.88	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	740.57	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	1,008.11	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	344.06	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	729.98	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	1,102.91	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	1,811.00	SLUDGE REMOVAL
11/16/2023	E.T. TECHNOLOGIES, INC	1,392.83	SLUDGE REMOVAL
11/16/2023	ELECTRO POWER UTAH LLC	216.75	VFD MAINTENANCE- WWTP
11/16/2023	ENERGY MANAGEMENT CORP.	761.46	EXHAUST FAN MOTOR-EAST HW- WWTP
11/16/2023	ENERGY MANAGEMENT CORP.	1,129.46	EXHAUST FAN MOTOR- EAST HW- WWTP
11/16/2023	ENGINEERED STRUCTURES INC	1,800.00	REFUND OF HYDRANT METER DEPOSIT
11/16/2023	ETS	150.00	MONTHLY CAMERA MAINT.-WWTP
11/16/2023	GILBERT AND STEWART	13,500.00	AUDIT & CORPORATION RETURN PREPERATION
11/16/2023	GLENS KEY INC.	372.00	METER LOCKS
11/16/2023	HACH COMPANY	822.48	REPLACEMENT SENSOR & CONTROLLER -WWTP
11/16/2023	HACH COMPANY	10,171.52	REPLACEMENT SENSOR & CONTROLLER -WWTP
11/16/2023	HACH COMPANY	6,236.68	REPLACEMENT SENSOR & CONTROLLER -WWTP
11/16/2023	HACH COMPANY	(1,273.28)	RETURN - BATTERIES & CHARGERS
11/16/2023	INTERMOUNTAIN FUSE SUPPLY, INC	186.12	FUSES FOR FAN- VFD CABINETE- EDR
11/16/2023	INTSEL STEEL WEST, LLC	296.36	MATERIAL -SHOVEL & KEY ORGANIZER- WWTP
11/16/2023	JACKS TIRE & OIL	250.50	WHEEL REPLACEMENT & TIRE REPAIR- #61
11/16/2023	JACKS TIRE & OIL	232.98	TIRE REPLACEMENT -#76

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
11/06/2023 TO 12/03/2023**

Check Issue Date	Payee	Amount	Description
11/16/2023	JACKS TIRE & OIL	1,865.96	RIM REPAIR & TIRES- #61
11/16/2023	JORDAN VALLEY WATER	30,919.49	WATER DELIVERIES
11/16/2023	KEN GARFF FORD WEST VALLEY	263.41	REAR DOOR WINDOW REPLACEMENT-#3
11/16/2023	LEVERAGE IT SOLUTIONS	1,440.00	STANDARD SUPPORT - JULY
11/16/2023	LEVERAGE IT SOLUTIONS	1,980.00	STANDARD SUPPORT - AUGUST
11/16/2023	LYNDON JONES CONSTRUCTION	4,760.00	FIRE HYDRANT REPLACEMENT - 2700 S 8000 W
11/16/2023	MECHANICAL SERVICE & SYSTEMS, INC.	4,992.00	REPLACE COMPRESSOR- SHOP
11/16/2023	MECHANICAL SERVICE & SYSTEMS, INC.	147.00	REPAIR- LAB- WWTP
11/16/2023	METAL SUPERMARKETS OF SLC	460.97	STAINLESS FLAT BAR- DRUM SCREEN
11/16/2023	METERWORKS	6,659.25	INSTALLATION OF WATER METERS
11/16/2023	METERWORKS	9,903.23	SOFTWARE SUBSCRIPTION
11/16/2023	METERWORKS	20,752.32	METERS
11/16/2023	MORGAN ASPHALT	862.75	ASPHALT FOR REPAIRS
11/16/2023	MORGAN ASPHALT	391.35	ASPHALT FOR REPAIRS
11/16/2023	MORGAN ASPHALT	547.63	ASPHALT FOR REPAIRS
11/16/2023	NICKERSON CO.	3,048.75	INSPECT AND REPAIR WELLS #1, 2, & 7
11/16/2023	NOLAND & SON CONSTRUCTION	1,800.00	REFUND OF HYDRANT METER DEPOSIT
11/16/2023	OLYMPUS SAFETY & SUPPLY, LLC	126.00	SAFETY GLASSES
11/16/2023	OWEN EQUIPMENT	1,596.81	SPRAY WAND NOZZLE & PARTS
11/16/2023	PRO DENT	90.00	REPAIR DENTS - #85
11/16/2023	PRO DENT	90.00	REPAIR DENT - #91
11/16/2023	PRONGHORN CONSTRUCTION	1,800.00	REFUND OF HYDRANT DEPOSIT
11/16/2023	ROBERT I MERRILL	3,826.30	ISOLATION DOOR- WWTP
11/16/2023	S.L.CO. ENGINEERING DIVISION	2,750.00	CONSTRUCTION PERMITS
11/16/2023	SENERGY PETROLEUM	4,825.41	OILE FOR ALL EQUIPMENT
11/16/2023	SEWINDERS, LLC	450.00	INTAKE BLOWER MOTER- EAST HW- WWTP
11/16/2023	SKM INC.	7,747.68	SCADA MAINTENANCE SEWER SYSTEM
11/16/2023	STEWART TITLE OF UTAH	267.25	REFUND OF OVERPAYMENT
11/16/2023	SUDBURY, MICKEY	150.17	MILEAGE & TRUSTEE TRAINING
11/16/2023	THATCHER COMPANY	7,486.11	CHEMICALS
11/16/2023	THATCHER COMPANY	7,990.50	CHEMICALS
11/16/2023	THATCHER COMPANY	7,536.22	CHEMICALS
11/16/2023	THATCHER COMPANY	(2,100.00)	CHEMICALS
11/16/2023	TOTAL POWER & CONTROLS, LLC	2,941.78	REPLACE WIRING- CHLORINE BLDG- WWTP
11/16/2023	TOTAL POWER & CONTROLS, LLC	460.73	GRIT SYSTEM REPAIR- WWTP
11/16/2023	TOTAL POWER & CONTROLS, LLC	502.15	REPAIR PUMPS- RAS BLDG- WWTP
11/16/2023	TOTAL POWER & CONTROLS, LLC	4,233.36	HVAC WIRING- EAST HW- WWTP
11/16/2023	TOTAL POWER & CONTROLS, LLC	411.68	REPLACE PLC BATTERY UPS- EAST HW- WWTP
11/16/2023	UCI/ACCOUNTS RECEIVABLE	3,505.92	SCANNING DOCUMENTS-CONTRACTS
11/16/2023	VANGUARD CLEANING SYSTEMS	650.00	CLEANING - OFFICE
11/16/2023	VANGUARD CLEANING SYSTEMS	350.00	CLEANING- ADMIN OFFICE WWTP
11/16/2023	VANGUARD CLEANING SYSTEMS	542.00	CLEANING - OFFICE EDR
11/16/2023	W.E.T.	1,900.00	2023 LAB & TESTING
11/16/2023	WATERFORD SERVICES, LLC	818.93	LOAD CELL - WWTP
11/16/2023	WHITE, JEFF	150.17	MILEAGE & TRUSTEE TRAINING
11/20/2023	ELITE GROUNDS, LLC	1,005.49	LANDSCAPE MAINTENANCE - OFFICE
11/20/2023	ELITE GROUNDS, LLC	962.95	LANDSCAPE MAINTENANCE- WWTP ADMIN
11/21/2023	DOMINION ENERGY	7.24	NATURAL GAS 3291 S 8000 W
11/21/2023	DOMINION ENERGY	183.08	NATURAL GAS FOR 2711 S 8600 W
11/21/2023	DOMINION ENERGY	268.81	NATURAL GAS 7650 W 2100 S
11/21/2023	DOMINION ENERGY	191.05	NATURAL GAS 8885 W 3500 S
11/21/2023	ERIKS NORTH AMERICA, Inc	398.01	FINE SCREEN FITTINGS- WWTP
11/21/2023	HUBER TECHNOLOGY	34,787.40	HUBER SCREW PRESS
11/21/2023	I-D ELECTRIC COMPANY	281.68	REPAIR VFD - EDR
11/21/2023	ROCKY MOUNTAIN POWER CO.,	36.09	POWER 9000 W 3500 S
11/21/2023	ROCKY MOUNTAIN POWER CO.,	17.34	POWER BACCHUS TANKS
11/21/2023	ROCKY MOUNTAIN POWER CO.,	1,059.28	SECONDARY WATER PUMP
11/21/2023	ROCKY MOUNTAIN POWER CO.,	3,281.32	POWER 4120 S 8400 W PUMP STATION
11/21/2023	ROCKY MOUNTAIN POWER CO.,	296.34	CEMENT BLDG SHOPS
11/21/2023	ROCKY MOUNTAIN POWER CO.,	1,723.26	POWER 7600 W RESERVOIR
11/21/2023	ROCKY MOUNTAIN POWER CO.,	11.76	POWER JORDAN VALLEY CONNECTIONS
11/21/2023	ROCKY MOUNTAIN POWER CO.,	28,097.18	BARTON WELLS 1&2
11/21/2023	ROCKY MOUNTAIN POWER CO.,	1,350.40	POWER SHALLOW WELLS
11/27/2023	LOWE'S	240.60	MISC SUPPLIES- WWTP
11/27/2023	LOWE'S	419.82	MISC SUPPLIES- SHOP
11/27/2023	LOWE'S	291.37	MISC SUPPLIES- WWTP
11/27/2023	PEAK ALARM	799.50	ACCESS CONTROL DOOR LOCKS- EDR
11/27/2023	SAFETY SUPPLY & SIGN CO.	344.40	MARKING PAINT
11/27/2023	SAFETY SUPPLY & SIGN CO.	178.98	BLUE STAKE FLAGS
11/27/2023	TRUGREEN COMMERCIAL	180.00	LAWN SERVICE-WWTP

**MAGNA WATER DISTRICT
INVOICE PAYMENTS
11/06/2023 TO 12/032023**

Check Issue Date	Payee	Amount	Description
11/28/2023	ROCKY MOUNTAIN POWER CO.,	997.82	POWER BOOSTER STATION
11/28/2023	ROCKY MOUNTAIN POWER CO.,	1,908.06	POWER HAYNES WELLS
11/30/2023	AMERITAS LIFE INSURANCE CORP	1,585.41	INSURANCE
11/30/2023	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
11/30/2023	REPUBLIC SERVICES	528.73	GARBAGE COLLECTION SHOP
11/30/2023	CASH (PETTY)	113.13	CONSTRUCTION CREW LUNCH
11/30/2023	CASH (PETTY)	33.22	SAFETY MEETING
11/30/2023	CASH (PETTY)	16.44	ICE FOR SAMPLES-WWTP
11/30/2023	CASH (PETTY)	32.30	REGISTERED LETTER
11/30/2023	CASH (PETTY)	9.80	NUTS & BOLTS -#44
11/30/2023	CASH (PETTY)	23.28	BUSINESS LUNCH
11/30/2023	CASH (PETTY)	6.42	COMPRESSION FITTING FOR TOOL BOX - #44
11/30/2023	CASH (PETTY)	30.43	SAFETY MEETING
11/30/2023	CASH (PETTY)	14.61	WWTP SAFETY CHAIN
11/30/2023	RICOH USA , INC	235.49	COPIER AT EDR
11/30/2023	RICOH USA , INC	156.97	COPIER ADMINISTRATIVE OFFICE
11/30/2023	USA BLUEBOOK	500.32	SAMPLE CUPS & HANDLE- WWTP
11/30/2023	USA BLUEBOOK	257.07	SAMPLE CUPS & HANDLE- WWTP
12/1/2023	LOWE'S	267.29	MISC SUPPLIES - SHOP
12/1/2023	LOWE'S	46.44	MISC SUPPLIES- OFFICE
		\$ 1,429,862.60	

**MAGNA WATER DISTRICT
 ZIONS BANK BOND PAYMENT
 11/06/2023 TO 12/03/2023**

Check Issue Date	Payee	Amount	Description
11/16/2023	ZIONS FIRST NATIONAL BANK	\$ 83,688.44	5436869-BOND SER 2013
11/30/2023	ZIONS FIRST NATIONAL BANK	\$ 83,688.44	5436869-BOND SER 2013
		\$ 167,376.88	

GM REPORT



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 12/06/23 (December 14th 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

- Engineering
 - Staff Engineer
 - MOU with Union complete and signed by COB. HR Mgr will move forward extending offer to selected candidate and setting up a start date
 - Inspector
 - Board approved hiring of second in house District Inspector position in Special Board Meeting on 12/5/23. HR MGR will move forward with posting in house.
- Operations
 - Mechanic Apprentice
 - MOU with Union complete and signed by COB. HR Mgr will move forward with posting in house.

OPERATIONS

- Water Operations
 - Construction crew working on valve replacements on 8800 West
 - Construction crew completed install of concrete retaining wall along south side of material storage building
 - Lead & Senior operator completing water treatment classes at JVVCD 12/4-12/6
 - Water OM working with Accountant on training and implementing the Water Quality Complaint Investigator's guide produced by AWWA in the front office customer service

- Lead & copper rule investigations nearing first phase of completion throughout target areas of District. Will need to shift focus to customer interior premise plumbing details in next phase.
- WWTP Operations
 - WWTP team looking at moving the design location of the new grit building (part of the influent lift station project) due to Geotech findings from initial proposed location
 - WWTP team completing some onsite utility blue staking/potholing for design team
 - WWTP team setting up a facility tour of Dominion LNG site in December
 - SKF will be relocating manufacturing process that required water quality permitting
- Office
 - Security improvements for protection of financial/sensitive information including changes to procedures, change of locks, training of staff
 - Final 2024 budget approved in November board meeting
 - Board approved office furniture purchase for basement and upstairs. 7-9 weeks out from signed purchase order. DE working through options for board room table extension.
 - Controller completed site visit and coordination of final batch of UCI scanning. Will finish remainder of boxes and consider additional batch in 2024
 - Controller finalizing new bill format
- Delinquent accounts
 - October 2023
 - Accounts that are delinquent: 658
 - Total of all delinquent accounts: \$88,148.36
 - Average delinquent account balance: \$133.96
 - Pink notices sent out = 631
 - Pink notices were 87% effective
 - Red notices were 92% effective as of 10/18/23
 - September 2023
 - Accounts that are delinquent: 530
 - Total of all delinquent accounts: \$64,484.08
 - Average delinquent account balance: \$121.67
 - Pink notices sent out = 24
 - Pink notices were 62% effective
 - Red notices were 89% effective as of 9/13/23
 - August 2023
 - Accounts that are delinquent: 748
 - Total of all delinquent accounts: \$91,196.19
 - Average delinquent account balance: \$121.92
 - Pink notices sent out = 426
 - Pink notices were 73% effective
 - Red notices were 96% effective as of 8/23/23

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - GM attended Magna Town Council meeting on 11/28/23 to provide a general update on MWD happenings to Council
 - GM met with JVWCD GM & Assistant GM in first part of November to discuss coordination of special district challenges with other GM's

- Work to improve communication & morale with employees
 - Completed eleventh wellness program in November “give thanks” challenge.
 - HR Manager introduced new Safety policy manual to employees at November safety meeting. Teams will complete daily reviews of each section until fully trained and sign off at that point.
 - Employee Christmas party on Friday, December 15th
- Work to improve communication with customers
 - Completed transition to new Office Hours on December 4th with 30 minute earlier open and close times 7:30 am to 5:30 pm
 - Thorough and prompt response to customer concerns and complaints
 - Nothing to report this month

ENGINEERING

Engineering Report (Updated 12/07/23)

Capital and General Engineering Projects

- 2023 Water line replacement project
 - Submittals and parts being ordered.
 - Anticipate start in Spring 2024 due to lead times (36 weeks) of some materials.
- Zone 3 Secondary and Culinary Pump Station Project
 - Culinary PS upgrades complete.
 - Secondary PS substantially complete.
 - Need to connect park and GLV subdivision this fall.
- **WRF Reuse Project**
 - **Filter Bay walls complete, forming deck**
 - **Wet Well area deck ready for concrete**
- Influent Pump Station
 - In design. 90% design meeting scheduled for late November
 - Equipment Pre-procurement
 - Screw Pumps and Grit Washers
- **WWTP Facility Plan Update**
 - **Sample collection Complete**
 - **Stantec will use sample data to calibrate model, which will be used to evaluate existing and future biological demands.**
- Haynes Well #8 Replacement
 - Well drilling and casing design complete
 - Pump house design 90% complete
- West Side Collection Phase 1B Project
 - On hold due to bid exceeding budget. Looking at options for rebid or combining with another phase of West Side Collection improvements.
- **Basement Remodel**
 - Furniture selection complete. Have budget pricing for review
 - Finalizing chair fabric/colors
- Truck Garage
 - Adjust size to 4 bays
- Solids Handling Building Expansion
 - 90% design meeting to be scheduled in next few weeks.
- Change House
 - Temporary locker/change area location on main level of existing operations building.
 - door at top of stairs has been installed
- 7200 W- 3100 S to Beagley Lane Secondary Project
 - Alignment identified moving to 90% design
- Zone 3 Secondary Water Reservoir
 - Northrup Grumman working on purchase agreement
 - Design plans on hold at 50%

**WATER
OPERATIONS
REPORT**

Water Production Report & Callout Report

November 2023

Water Production Summary

The culinary water production for the month of November was 88.98 million gallons or 273.09-acre feet, a 0.12% decrease from 2022. YTD was 1,515.96 million gallons or 4,652.61-acre feet, a 6.2% decrease from 2022.

We have purchased 742.28-acre feet of water from Jordan Valley Water.

Callout Report – Water and Wastewater Combined

Total number of call outs - 5 (Water – 4 Wastewater – 1)

1 – Mainline Leak

Total Hours – 39 (Water – 33 Wastewater – 6)

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Nov-23

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2023	2022			2023	2022		
CULINARY WATER								
Well Sources Barton and Haynes	239.12	232.87			4,499.91	4,785.97		
To Waste	30.28	26.51			544.29	580.36		
Total Finished Blend EDR	205.12	207.10			3,910.33	4,210.71		
JVWCD Magna Reading	68.10	65.12			740.72	711.41		
JVWCD	67.97	65.67			742.28	730.81		
Total Culinary Water	273.09	272.77	0.12%	88,980,369	4,652.61	4,941.52	-6.21%	1,515,950,611
SECONDARY WATER								
Irrigation Well #1	-	-			106.60	3.70		
Irrigation Well #2	-	-			158.16	151.49		
Irrigation Well #3	-	-			59.66	44.41		
High Zone (secondary)	-	-			172.36	141.65		
Low Zone (secondary)	-	-			382.49	424.26		
Total secondary Usage	-	-	#DIV/0!	-	879.27	765.51	12.94%	286,490,786
Total Production of Water	273.09	272.77	0.12%	88,980,369	5,531.88	5,707.03	-3%	1,802,441,397

* EDR Blend + Total Secondary + JVWCD = Total Production

NOVEMBER CALL OUTS

Dept.	Employee	Date	Hours	Description
SEWER	SCOTT BECK	11/23/2023	3	CHOPPER PUMP #113 PLUGGED
SEWER	CHET DRAPER	11/23/2023	3	CHOPPER PUMP #113 PLUGGED
WATER	ROB JATERKA	11/23/2023	5.75	MAINLINE LEAK - 2880 S 9150 W
WATER	CONNOR MCREYNOLDS	11/23/2023	6.75	MAINLINE LEAK - 2880 S 9150 W
		11/25/2023	3	SERVICE LEAK - 2621 S THOREAU DR
		11/26/2023	3	LEAKING WATER VALVE - 2900 S 9050 W
		11/28/2023	3	LOW PRESSURE - 3663 S SOARING EAGLE, NO DISCERNIBLE CAUSE FOR LOW PRESSURE.
WATER	EUGENE STOTT	11/23/2023	5.5	MAINLINE LEAK - 2880 S 9150 W
WATER	LONNIE THOMPSON	11/23/2023	6	MAINLINE LEAK - 2880 S 9150 W

Total Callout Hours	39
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Total Callouts	5
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Total Water/EDR Hours	33
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Total # of Water Callouts	4
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Total WWTP Hours	6
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Total WWTP Callouts	1
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LEAKS

Date	Address	Hours	Mainline/Service
11/23/2023	2880 S 9150 W	24	MAINLINE
TOTAL		24	

**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	1/7/2023	1st Monday in January	1/1/2024
Adoption of District's Annual Tentative Budget	10/19/2023	11/30/2022	10/1/2024
Annual Certification and Filing of Budget with State Auditor	11/28/2023 <i>Completed</i>	12/31/2023	12/31/2024
Annual Filing of Impact Fees Report with State Auditor	2/23/2023	3/31/2022	3/31/2024
Annual Filing of Financial Statements with State Auditor	6/26/2023	6/30/2023	6/30/2024
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/30/2023	3/31/2023	3/31/2024
Quarterly Budget to Actual Reports provided to Board of Trustees 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	5/11/2023 7/31/2023 11/16/2023	May July November February	May-24 Jul-24 Nov-24 Feb-25
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter	4/25/2023 7/31/2023 10/31/2023	May August October 01/31/2023	May-23 Aug-23 Oct-23 Jan-24
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
WWTP Annual Biosolids Report to State	1/16/2023	2/28/2023	2/28/2024
OSHA 300 Report - Posted & Submitted	1/23/2023	2/1/2023	2/1/2024
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/15/2022	30 days after information has changed	1/1/2024
Semi-annual Report to State Money Management Council June 30 Report December 31 Report	7/1/2023 1/30/2023	July 31 January 31	7/31/2024 1/31/2024
File statement with Division of Corporations re: receipt of notice of claim	1/28/2023	January	1/31/2024
File with Registry of Lieutenant Governor	4/11/2023	A year from the last filing	4/11/2024
Disclosure regarding responsibility of homeowner to repair retail water line	9/1/2023	Semi-Annually	Jan-24
Water Use Report	3/13/2023	March 31	3/31/2023

Municiple Wastewater Planning Program Report	4/20/2023	April 15	4/20/2023
Publish Consumer Confidence Report	7/1/2023	Every July 1	7/1/2024
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
Annual Employee Training Sexual Harassment & Discrimination Tuition Assistance Program Fraud Awareness Training Ethical Behavior Preventing Violence in the Workplace	5/31/2023 On-going Presentation of new AR&R's 7/26/2023 6/28/2023	Annually within 90 calendar days Annually During Hiring Onboarding Annually Annually Annually	3/31/2023 5/31/2024 On-going 7/31/2024 6/30/2024
Annual Trustee Training Open and Public Meetings Act Utah Public Officers' and Employees' Ethics Act New Trustee Special and Local District training Course	Nov-23 Nov-23 6/28/2022	Annually Annually Within one year of Office	 2023
Conflict of Interest Annual certification	Presentation of new AR&R's	Annually within 90 calendar days	3/31/2023
Employee Performance Evaluations	11/30/2023	Annually	11/30/2024
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/14/2022	June 30 of following year	12/31/2023
GRAMA Training Annual for Records Officer	4/9/2023	Annually	4/9/2024
Appoint A Board Chair Person Annually	1/19/2023	January Regular Board Meeting	Jan-24
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
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 listening.	Ongoing		Ongoing
Review Insurance/Bonding Requirements		Annually	2023
Review Fund Balance Limitation		Annually	2023
TRUSTEE ELECTION REQUIREMENTS & DEADLINES			
Written Notice to County Clerks Office designating the offices to be filled at that years election and identifies the dates for filing a declaration of candidacy for those offices Utah Code 17B-1-305	2/1/2021	February 1st of Election Year	2/1/2021

Completed

Meeting with Salt Lake County Elections Division	03	As designated by SLC Elections Dept	2021
Interlocal Agreement with Salt Lake County Elections Utah Code 20A-5-400.1	Apr 23	Initiated by SLC Elections Dept - Usually in April of Election Year	2021
Public Notice for Candidacy Filing Period - Filing Period is June 1 - 7, 2023	5/22/2023	10 days before the 1st day of filing period	May-21
The Notice must contain each position of the District to be filled at the next municipal general election, the constitutional and statutory qualifications for each position, and the dates and times for filing a declaration of candidacy			
The notice must be posted on the Utah Public Notice Webiste for 10 days before the first day for filing a declaration of candidacy	5/22/2023	10 days before the 1st day of filing period	May-21
The notice must be posted at least five public places within the District at least 10 days before the first day for filing a declaration of candidacy	5/22/2023	10 days before the 1st day of filing period	May-21
The notice must be posted on the District's website for 10 days before the first day for filing a declaration of candidacy	5/22/2023	10 days before the 1st day of filing period	May-21
Declaration of Candidacy Filing Period - District must email or fax declarations as they are received to SLC Elections	06/01/2023 - 06/07/2023	June 1 - 7 of Election Year	Jun-21
General Election		11/21/2023	
Last Day to Withdraw Candidacy & Have name Removed from the Ballot - If the District Receives any withdrawal requests, they must email or fax the withdrawal request to SLC Elections		9/22/2023	
Deadline for Candidate Profile on State Webiste - SLC Elections will email all candidates this information		9/22/2023	
Last Day to Qualify as a Write in Candidate - If the District received any declaration of Write in Candidates, they must email or fax the declarations to SLC Elections	9/18/2023	65 days before the Election Date	
Vote By Mail Ballots Mailed - Performed by SLC Elections		10/31/2023	
Logic & Accuracy Testing/Certification of Voting Equipment - Performed by SLC Elections		11/27/2023	
In-Office Early Voting - SLC Elections will hold the In-Office Early Voting locations for the District	Completed	11/07/2023 - 11/17/2023	
Voter Registration Deadline - performed by SLC Elections		11/13/2023	
Early Voting (3 pm to 7 pm)		11/14/2023 - 11/17/2023	
Last Day for Voters to Request Replacement Ballot (if Voter has not received an Original)		11/14/2023	
General Election		11/21/2023	
Canvass period		11/22/2023 - 12/04/2023	

Completed

Completed

Completed

Completed

Completed

Deadline for Board of Canvassers Meetings - Magna
Water District proposes to meet on 12/5/2023 time to be
decided

Completed

1/6/2023

WRF INFLUENT



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 001 Date 29 November 2023

“Stantec” **Stantec Consulting Services Inc.**
Stantec Project # 181301587
2890 East Cottonwood Parkway Suite 300
Salt Lake City UT 84121-7283
Ph: (801) 617-3200
Representative: J. Clinton Rogers, Vice President
email: clint.rogers@stantec.com

“Client” **Magna Water District**
Client Project # 100182083
8885 W 3500 S, Magna, UT 84044
Ph: (801) 250-2118
Representative: Clint Dilley, General Manager
email: clintd@magnawater.com

Project Name and Location: Magna WRF Influent Project, 7650 W 2100 S, Magna, UT 84044

In accordance with the original Professional Services Agreement dated January 25, 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

The new grit washing building will be relocated due to findings from the geotechnical report which recommended over excavation. Please see attached site plan for approximate relocation. An evaluation of the existing utilities and any potential conflicts in the area will be performed. A meeting will be held with Magna Water District to confirm the new building location. Changes will include updated civil site plans, grading and paving plans, yard piping plans and profiles, electrical site plans, and potential mechanical and plumbing pipe connections at the new grit washing building. The level of effort is based on an estimated 10 sheets to be modified.

Assumptions:

- 1) Building orientation and access and equipment layout in the building will remain the same.
- 2) Geotechnical report update or additional borings are not required. MWD may need to obtain a letter from IGES that the geotechnical report is still applicable for the new location for building official review.
- 3) Potholing is not included in this cost; it is assumed that the MWD personnel will perform the activities if needed.
- 4) The meeting will be in person, attended by two (2) Stantec and (2) BCA staff and last 1 hour in duration.

Total fees this Change Order	1	\$	40,000.00
Original agreement amount		\$	489,400.00
Change Order Number	_____	\$	-
Change Order Number	_____	\$	-
Change Order Number	_____	\$	-
Change Order Number	_____	\$	-
Total Agreement			<u><u>529,400.00</u></u>

Effect on Schedule: This CO #1 will take an additional month of work to be completed. Because of this change order, the original schedule for preparing bid documents will be from February to mid March, advertizing of the bid to take place from mid March to end of April. Prebid walkthrough will be sometime around April and bid opening to take place in beginning of May.


Payments shall be lump sum not to exceed in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

J. Clinton Rogers, Vice President

Print Name and Title

Signature



Date Signed: 11/29/2023

Magna Water District

Clint Dilley, General Manager

Print Name and Title

Signature

Date Signed: _____

FEE ESTIMATE - Magna Influent Design

	PIC	PTL	EIT	Electrical	PM	QA	Combined Expense	Combined Subs
Name	Rogers, Clint	Bertoch, Madison	Pinna, Raphael	Smith, Keith	Garvin, Naho	Reed, Douglas		
Project Billing Rate (T&M)	\$278.00	\$208.00	\$176.00	\$244.00	\$208.00	\$278.00	\$0.75	\$1.05
Total Units (T&M)	7.00	27.00	8.00	5.00	29.00	2.00	123.13	21,750.00
Fee (T&M)	\$1,946.00	\$5,616.00	\$1,408.00	\$1,220.00	\$6,032.00	\$556.00	\$92.35	\$22,837.50
Escalation (T&M)	\$24.16	\$90.38	\$30.59	\$26.50	\$108.45	\$12.08	\$0.00	\$0.00
Total Fee (T&M)	\$1,970.16	\$5,706.38	\$1,438.59	\$1,246.50	\$6,140.45	\$568.08	\$92.35	\$22,837.50

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	78.00	\$17,070.15	\$92.35	\$22,837.50	\$40,000.00
Total	78.00	\$17,070.15	\$92.35	\$22,837.50	\$40,000.00

WBS Code	Task Name	Units						
1								
1.1	Project Management					14.00		
2								
2.1	Kickoff Mtg	3.00	7.00			5.00		123.13
2.2	Change Order Relocation BLDG Mechanical/Plumbing	2.00	8.00	8.00	5.00	5.00	2.00	
2.3	Change Order Relocation BLDG Civil	2.00	12.00			5.00		21,750.00
3	NON BILL							

Task Type	Hours	Labour	Expense	Subs	Total
Time & Material	14.00	\$2,975.26	\$0.00	\$0.00	\$2,975.26
Time & Material	14.00	\$2,975.26	\$0.00	\$0.00	\$2,975.26
Time & Material	64.00	\$14,094.89	\$92.35	\$22,837.50	\$37,024.74
Time & Material	15.00	\$3,330.00	\$92.35	\$0.00	\$3,422.35
Time & Material	30.00	\$6,583.99	\$0.00	\$0.00	\$6,583.99
Time & Material	19.00	\$4,180.90	\$0.00	\$22,837.50	\$27,018.40
Time & Material	0.00	\$0.00	\$0.00	\$0.00	\$0.00

ATTACHMENT A
ADDENDUM NO. 1
MAGNA INFLUENT PROJECT – FINAL DESIGN
MAGNA WATER DISTRICT

The following tasks summarize the additional work associated with this addendum.

Task 1 – Grit Building Relocation. During the design process the Project Team identified the location of the new Grit Building to be northeast of the East Headworks Building. The 90% design documents located the new Grit Building in the selected location. However, due to poor subsurface geotechnical conditions in the proposed area, MWD has requested that the Grit Building be changed to just north of the East Headworks Building (where the current grass island is located). It is believed that this area will provide better geotechnical conditions, however there are many existing utilities that run through the newly proposed area. This task includes the additional Work necessary to change the location of the building to the proposed location, including the following:

- Review of previous drawing sets to best identify locations and sizes of existing utilities.
- Onsite meeting with District staff to review known utility locations.
- Revise drawings with updated utility information.
- Coordination with Stantec regarding routing of yard piping to Grit Building.
- Revise 90% Drawings with new location of building and yard piping.

Note: This task does not include potholing of existing utilities. If potholing of existing utilities is necessary, it is assumed that the MWD personnel would perform potholing activities.

Task 2 – Re-alignment of existing Primary Influent Pipeline. The existing 16-inch Primary Influent pipeline runs from the East Headworks Building through the Biobrox Building then to the Oxidation Ditch Splitter structure. There is no treatment or process benefit for this pipeline to pass through the Biobrox Building. Realignment of this pipeline would result in reduced pumping head and would simplify yard piping. Removal of the Primary Influent piping from within the Biobrox Building would also increase potential utilization of the Biobrox Building. This task includes additional utility investigation necessary for realignment of this pipeline, as well as the addition of a plan and profile drawing to the design set.

See Exhibit B for fee estimate for the additional work.

EXHIBIT B

WWTP Influent Project - Final Design Amendment No. 1

Magna Water District

Engineering Man Hour - Fee Estimate

11/20/2023

Labor Category	Bowen Collins & Associates Staff								Subtotal Hours	Subtotal Labor	Subtotal Expenses	Total Cost
	Office	Clerical II	Tech VI	Eng IV	Structural	PM	QA					
Staff	Skousen	Hilbert	Garcia	Rogers	Baxter	Beckman	Wyatt					
Labor Rate	\$120	\$106	\$160	\$153	\$188	\$218	\$193					
Task No.												
1-1	Grit Building Relocation	1		24	32		10	2	69	\$ 11,422.00	\$125	\$ 11,547.00
1-2	Re-Alignment Existing Influent Pipeline			24	24		10	2	60	\$ 10,078.00	\$125	\$ 10,203.00
	Total Hours	1	0	48	56	0	20	4	129			
	Total Cost (All Tasks)									\$21,500	\$250	\$21,750

Budgetary Assumptions:

- Billing rates are based on 2023 rates plus 3% to account for the portion of work to be performed in 2024.
- Expenses Include:
 - Mileage reimbursement at \$0.75/mile
 - 10% markup on outside services or other project related expenses

STANTEC

This Agreement is made and entered into effective January 1, 2024 (the "Agreement Date") by and between:

"Client"

Name: Magna Water District
Address: 8885 W 3500 S, Magna, UT 84044
Phone: (801)250-2118
Representative: Clint Dilley, General Manager Email: Clintd@magnawater.com

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 2890 East Cottonwood Pkwy Suite 300, Salt Lake City, UT 84121
Phone: (801)617-3200
Representative: J. Clinton Rogers, Vice President Email: clint.rogers@stantec.com

Project Name (the "Project"):

Project ID# 181300904 Magna Water District Support

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client

may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal

Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Magna Water District

Clint Dilley, General Manager.

Print Name and Title

Signature _____

Stantec Consulting Services Inc.

J. Clinton Rogers, Vice President

Print Name and Title

Signature _____


Attached to and forming part of the Agreement BETWEEN:

Magna Water District
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: January 1, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

This Services is issued under the Master Service Agreement (MSA) (dated November 1, 2018) between Stantec and Client for Services to be provided by Stantec on the Water and Wastewater Support project. Services will be provided as described in the MSA, as amended, and as requested by the Client through 2024 calendar year.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: January 1, 2024
Estimated Completion Date: December 31, 2024

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

This Amendment adds \$50,000 for the 2024 calendar year. Client will compensate Stantec pursuant to Attachment B of the MSA. The STANTEC Rate Table will be as shown in the attached for the services provided.

Project-specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL
CONDITIONS:

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

2024 Rate Table 2

INSURANCE
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3	\$117	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience
4	\$128	
5	\$146	
6	\$150	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience
7	\$160	
8	\$170	
9	\$176	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience
10	\$182	
11	\$198	
12	\$208	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience
13	\$219	
14	\$230	
15	\$244	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience
16	\$269	
17	\$278	
18	\$284	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience
19	\$295	
20	\$306	
21	\$324	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

AE2S

LEAD & COPPER

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: Dec. 1, 2023.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Magna Water District

Engineer: Advanced Engineering and Environmental Services, LLC

Project: Lead and Copper Rule Revision Compliance Assistance

Nature of Amendment: *[Check those that are applicable and delete those that are inapplicable.]*

Modifications of payment to Engineer

Description of Modifications:

Additional services were requested and performed under Task 200 resulting in changes to scope and fee. As such, services to be performed in accordance with Tasks 200, 300 and 400 require additional fee to complete services as indicated in original Agreement.

Agreement Summary:

Original agreement amount:	\$ 62,000.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$ 20,000.00
Adjusted Agreement amount:	\$ 82,000.00

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____

By:  _____

Print name: _____

Print name: Sam Fankhauser

Title: _____

Title: Operations Manager

Date Signed: _____

Date Signed: 12/1/2023

ZONE 3
SECONDARY

CHANGE ORDER

ORDER NO. 5 DATE: December 5, 2023

CONTRACT FOR: Zone 3 Secondary Booster Pump Station & Culinary Pump Station Upgrades

OWNER: Magna Water District

TO: Newman Construction

(Contractor)

You are hereby requested to comply with the following changes from the Contract Documents, Plans and Specifications:

Description of Changes (Supplemental Plans & Specifications Attached)	Item	Decrease Contract Price	Increase Contract Price
1) 16" 22-1/4 Bends at Tie-ins	4		\$ 10,120.00
2) Custome Weir Plate	1		\$ 2,345.00
3) Modify Existing Drain Pipes at Weir	1		\$ 1,582.00
4) Anticipator Bypass Tubing	1		\$ 640.00
5) Power Conduit Relocate	1		\$ 930.00
6) Demo & Replace Concrete Around Existing Existing Spool	1		\$ 10,000.00
7) Fabrications of Two 90 Degree Welded Steel Pipe Bends	2		\$ 18,560.00
8) Credit Base Bid Fabrications	1	\$ 9,040.00	

JUSTIFICATION: See attached pages

The original Contract Price is: \$ 1,870,480.00

The amount of the Contract Price will be increased by the sum of: \$ \$35,127.00

The Contract Price including this and previous Change Orders will be: \$ 1,947,463.00.

This document will become a modification to the Contract and all provision will apply hereto.

Requested  12/6/2023
 (Contractor) (Date)

Recommended  12/6/23
 (Engineer) (Date)

Zone 3 Secondary Booster Pump Station & Culinary Pump Station Upgrades

May 2022

Approved _____
(Owner)

(Date)

JUSTIFICATION

- 1) See attached document.
- 2) See attached document.
- 3) See attached document.
- 4) See attached document.
- 5) See attached document.
- 6) See attached document.
- 7) See attached document.
- 8) See attached document.

Original Contract Price;	\$1,870,480.00
Total Contract Price Increase	
(including previous change orders);	\$76,983.00
Total Contract Length Extension	
(including previous change orders);	190 Days



CHANGE ORDER

13331 So. Redwood Rd. • Riverton, Utah 84065 • Phone 254-3524 • Fax 254-6469

Excavation • Demolition • Pipeline

DATE: 10/13/2023

JOB NAME: Magna Zone 3 Booster Pumpstations

SUBMITTED TO: Don Olsen

ADDRESS:

PHONE:

CONTACT:

BIDITEM #	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	AMOUNT
1	16" 22-1/4 Bends at Tie-inS	4	EA	\$ 2,530.00	\$ 10,120.00
2	Custom Weir Plate	1	LS	\$ 2,345.00	\$ 2,345.00
3	Modify Existing Drain Pipes at Weir	1	LS	\$ 1,582.00	\$ 1,582.00
4	Anticipator Bypass Tubing	1	LS	\$ 630.00	\$ 630.00
5	Power Conduit Relocate	1	LS	\$ 930.00	\$ 930.00
6	Demo & Replace Concrete Around Existing Spool	1	LS	\$ 10,000.00	\$ 10,000.00
7	Fabrications of Two 90 Degree Welded Steel Pipe Bends	2	EA	\$ 9,280.00	\$ 18,560.00
7	Credit Base Bid Fabrications	1	EA	\$ (9,040.00)	\$ (9,040.00)
				TOTAL	\$ 35,127.00

BID IS: Unit Price (actual measured upon completion) Lump Sum

We propose this Change Order to accommodate a change in scope of work as directed by the owner. This Change Order will become part of an agreement between Newman Construction and the owner. The Owner agrees to this price increase, and if applicable this Change Order will become part of the Contract Agreement.

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payment will be made as outlined.

SIGNATURE & TITLE: _____ DATE: _____

Estimate Summary - Costs and Prices

Newman Construction 50 Spencer Mitchell
 SM08082023-2 MAGNA ZONE 3 COMBINED FINAL CO

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Direct Bid Items

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	Trucking	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO)		Bid Prices	
											Markup	Total	Markup	Total
10 - 16" 22 1/4 Bends at Tie-Ins														
31	1,236	5,927		850			8,012		907	8,920	1,202	10,121.38	1,200	10,120.00
7.87										2,229.89	13.47%	2,530.35	13.46%	2,530.00
Subtotal - BENDS FOR 16"														
31	1,236	5,927		850			8,012		907	8,920	1,202	10,121	1,200	10,120
110 - Custom Weir Plate														
13	725	978		154			1,857		210	2,067	279	2,345.90	278	2,345.00
13.00										2,067.35	13.47%	2,345.90	13.43%	2,345.00
Subtotal - WEIR PLATE														
13	725	978		154			1,857		210	2,067	279	2,346	278	2,345
140 - Modify Existing Drain Pipes at Weir														
12	538	639		76			1,253		142	1,395	188	1,582.62	187	1,582.00
12.00										1,394.70	13.47%	1,582.62	13.43%	1,582.00
Subtotal - DRAIN PIPE TO WEIR														
12	538	639		76			1,253		142	1,395	188	1,583	187	1,582
150 - Anticipator Bypass Tubing														
5	353	92		55			500		57	556	75	631.36	74	630.00
5.00										556.39	13.47%	631.36	13.23%	630.00
Subtotal - ANTICIPATOR TUBING														
5	353	92		55			500		57	556	75	631	74	630
160 - Power Conduit Relocate														
9	380			357			736		83	820	110	929.93	110	930.00
9.00										819.51	13.47%	929.93	13.48%	930.00
Subtotal - CONDUIT RELOCATE														
9	380			357			736		83	820	110	930	110	930
210 - Demo & Replace Concrete Around Existing Spool														
115	5,932		166	1,823			7,920		897	8,818	1,188	10,005.62	1,182	10,000.00
115.18										8,817.55	13.47%	10,005.62	13.41%	10,000.00
Subtotal - DEMO CONCRETE FLOOR														
115	5,932		166	1,823			7,920		897	8,818	1,188	10,006	1,182	10,000
220 - Fabrication of Two 90 Deg WSP														
		7,891			6,800		14,691		1,664	16,355	2,204	18,558.89	2,205	18,560.00
										16,355.21	13.47%	18,558.89	13.48%	18,560.00
221 - Credit Base Bid Fabrication														
		-4,912			-2,244		-7,156		-811	-7,967	-1,073	-9,040.05	-1,073	-9,040.00
										-7,966.64	13.47%	-9,040.05	13.47%	-9,040.00
Subtotal - FABRICATED PIPE CHANGES														
		2,979			4,556		7,535		853	8,389	1,130	9,519	1,131	9,520
Direct Totals														
186	9,163	10,615	166	3,314	4,556		27,813		3,150	30,964	4,172	35,136	4,163	35,127

Addon/Bond

Additional Cost		Addon/Bond Cost
OVERHEAD	10 % of TC	2,781
Bond from Summary Table		369
Totals from Addon and Bond		3,150

Summary Information

Last Summary: 12/4/2023 4:22:00 PM
 Last Spread: 12/4/2023 4:22:00 PM

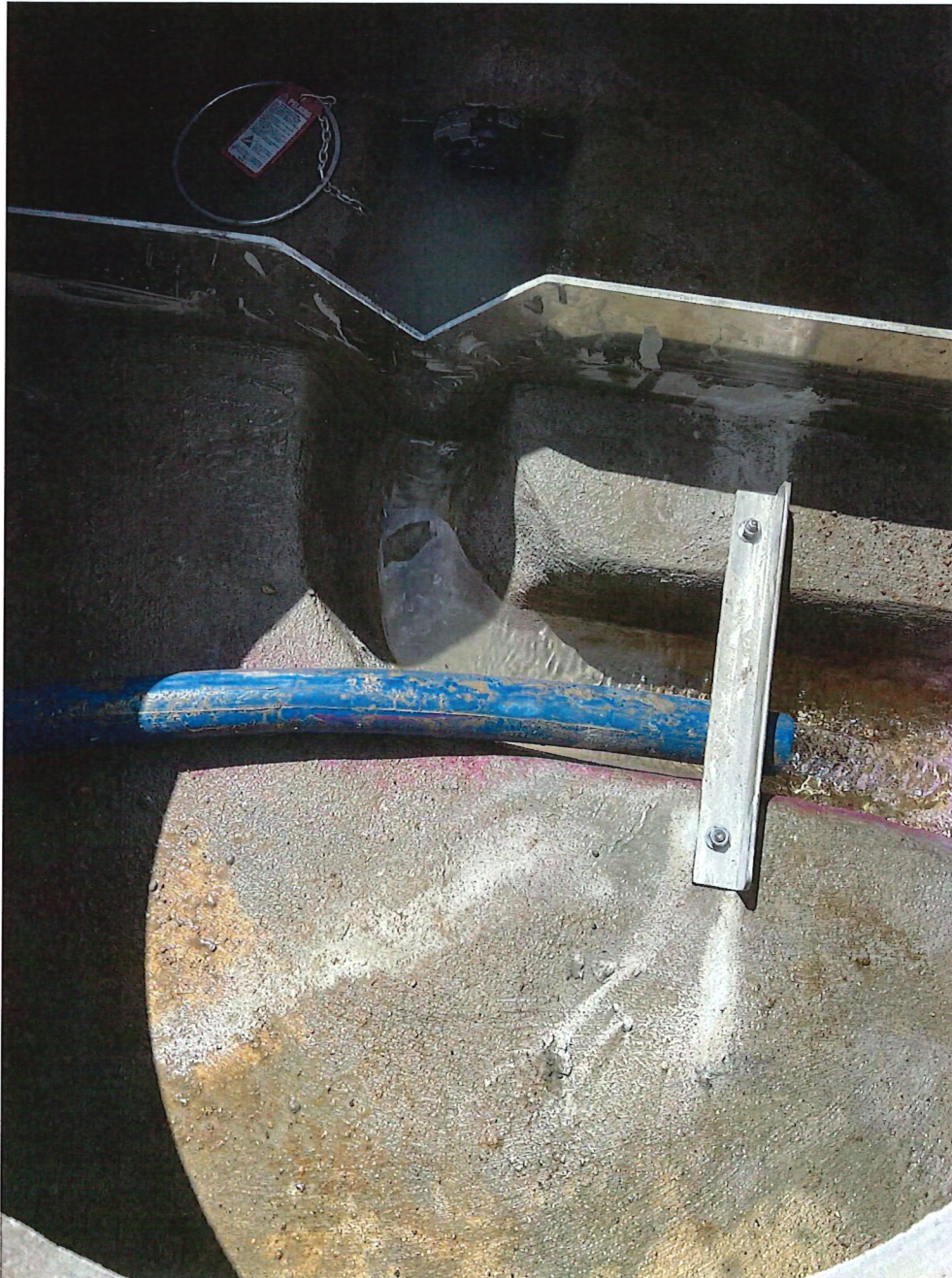
16" Tie-In With 22-1/4 Thrust Blocks

When excavating the 16" connection point we discovered the alignment did not go according to design. We were directed by Stockton to install 4 22-1/4 bends to make the 16" tie-in. The cost included 4 22-1/4 bends with epoxy rebar restraints and concrete thrust blocks.



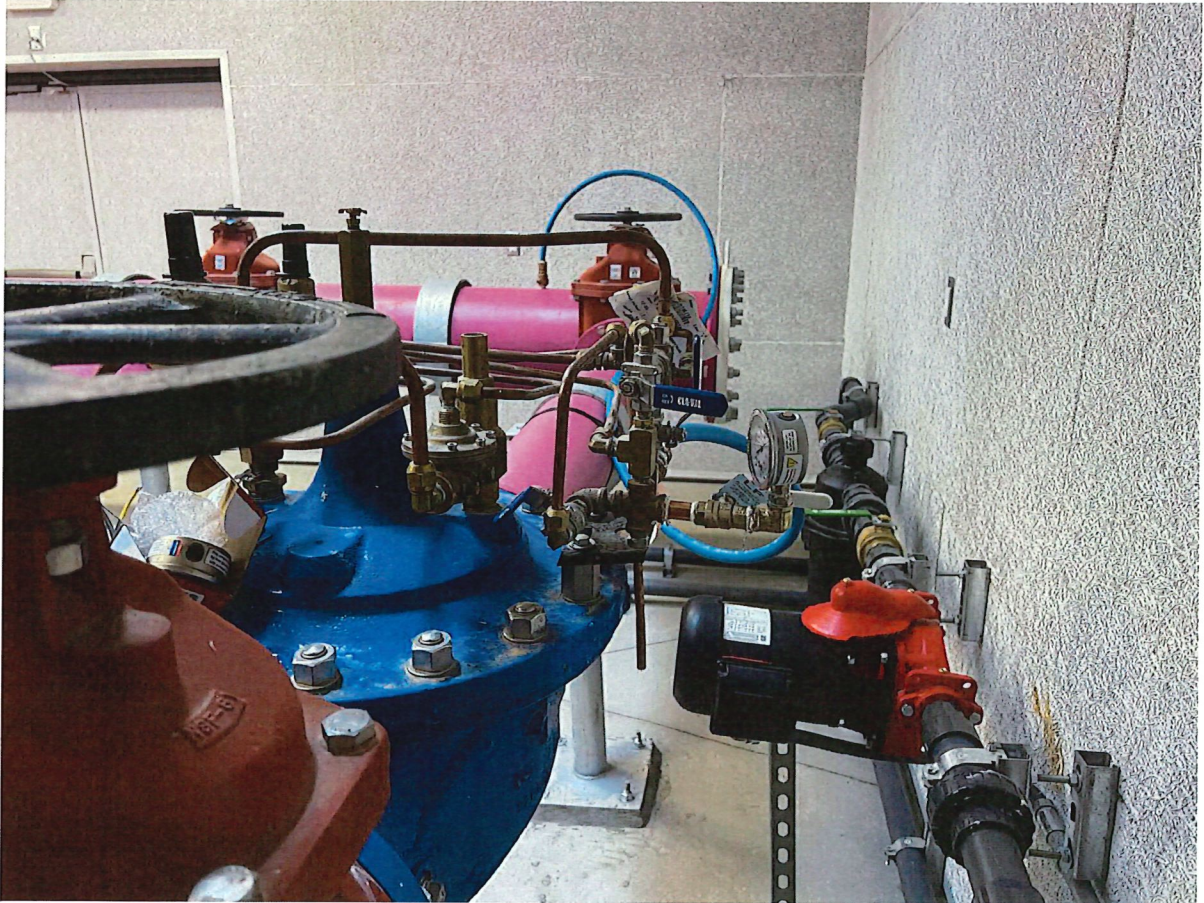
Wire Plate

This cost was due to the change in the required plate. Asking Stockton how they were going to measure the flow with the current design. He when back and engineered a new design. In the price on this change order we credit the original plate and priced a new field custom fit plate to meet the new specifications.



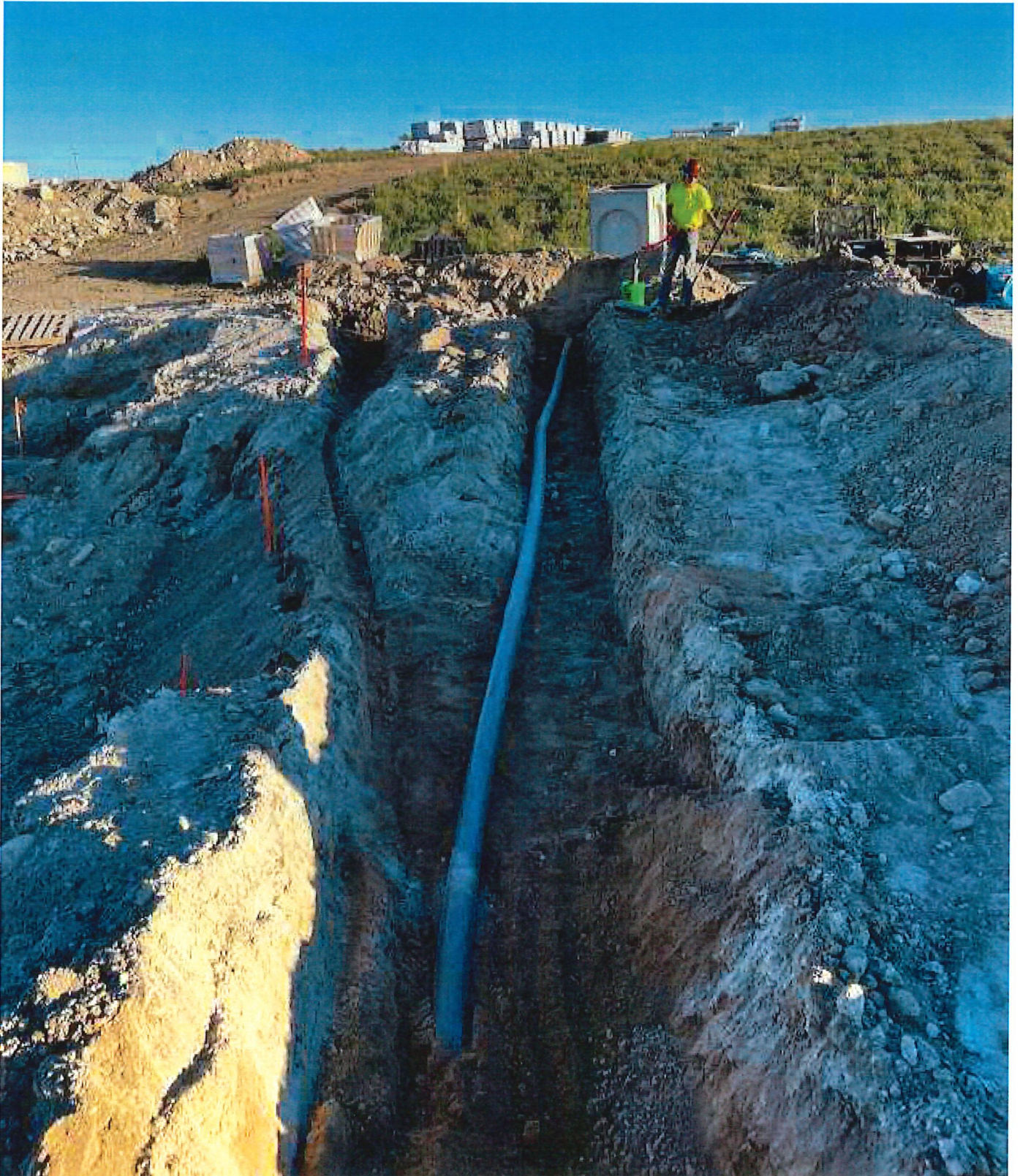
Anticipator By-Pass Tubing

Newman set up a meeting with manufacturers to discuss the anticipator requested by Stockton Denos. Cal-Val representative said for the anticipation to sense pressure in the system it needs to sense the pressure of the manifold to bypass the additional pressure from the anticipator we needed to at a $\frac{3}{4}$ poly tapped from the anticipator to the manifold. We hot taped the manifold and install a $\frac{3}{4}$ connection to the anticipator.



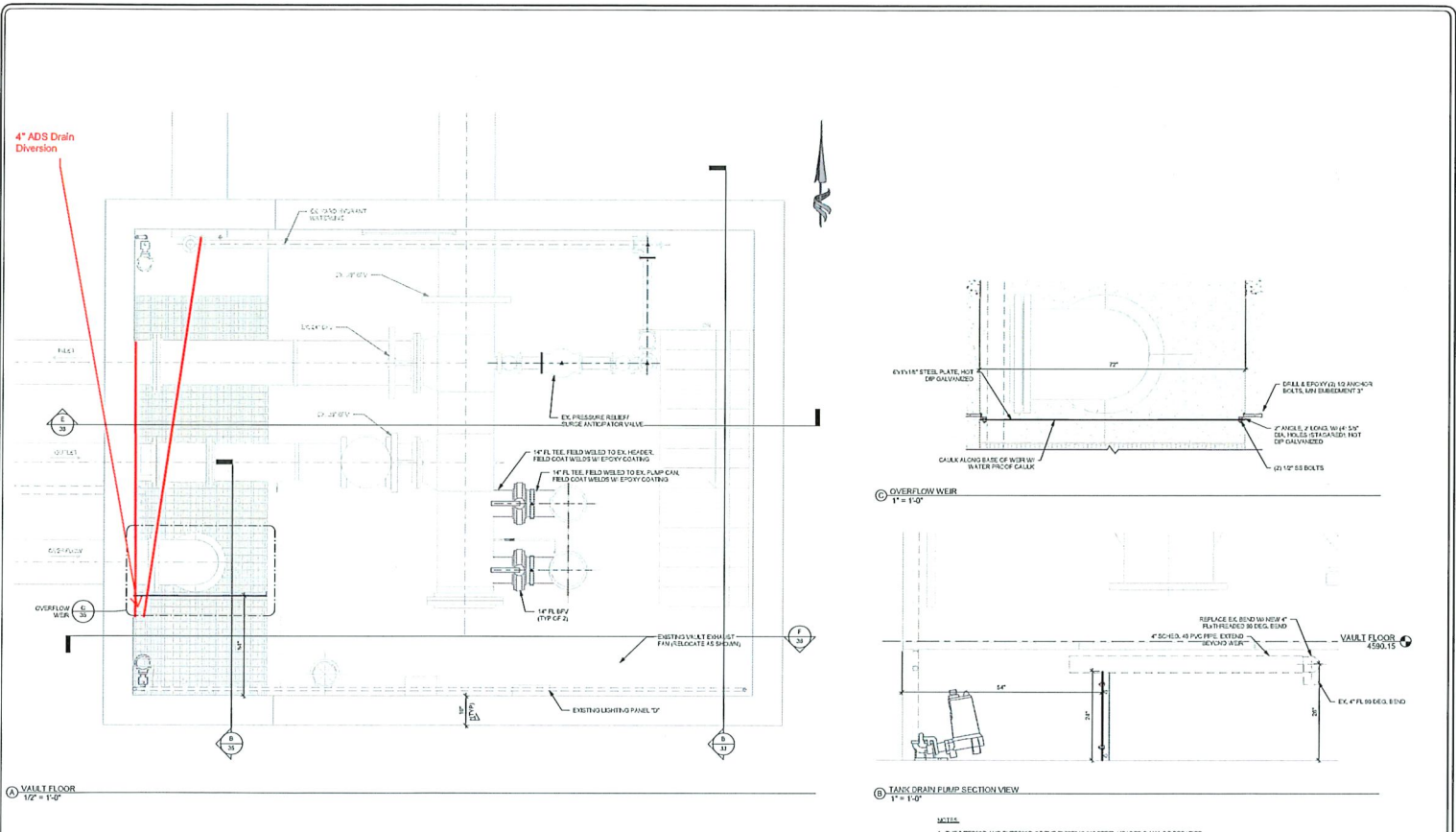
Repair Damage Conduit

Neman Construction directed that we needed to relocate the 6" conduit that we installed originally to connect power to both Secondary and Culinary Pumpstations. Brett with Epic Engineering directed that we needed to repair and install the PVC conduit in a new location. This damage was by the building retaining wall subcontractor.



Drainpipe To Weir

In the Culinary Pumphouse the wet well in the basement had water that was draining into the wrong side of where Newman installed the Weir Plate to contract. We were directed by Brett with Epic to install 2 4" drains to the South side of the Weir to then be pumped in the retention pond. This costs was the crew for 5 hours of labor and materials.



epic
 3341 SOUTH 400 WEST
 WEST VALLEY, UTAH 84116
 (409) 555-5618
 53 EAST 110 SOUTH
 HERRER CITY, UTAH 84032
 (409) 634-6816

NO.	DATE	REV. BY	REVISIONS	SCALE

WAGNA WATER DISTRICT
 885 WEST 3500 SOUTH
 P.O. BOX 303
 MAGNA, UTAH 84044-303
 (801) 250-2118

PROJECT NAME:
ZONE 3 CULINARY PUMP STATION UPGRADES

PROJECT LOCATION:
WEST VALLEY CITY, UTAH

PROJECT #
 2119033

DATE:
 FEB 2015

DRAWING
35

Scope of Work Description:

This scope of work pertains to a culinary upsizing project that encompasses a series of critical tasks and activities. The primary objective is to accommodate a 2x 14" x 90" field fit steel pipe, which necessitates a variety of components, skilled labor, and specific processes. The detailed scope of work includes the following key elements:

1. Material Procurement and Installation:

- Procurement of a 2x 14" x 90" field fit steel pipe.
- Newman Supported Labor for the installation of the field fit steel pipe.
- Utilization of Vic grooved connections removal of valves
- Application of fast-acting epoxy paint for corrosion resistance.

2. Subcontractor Involvement:

- Collaboration with a subcontractor fabricator who specializes in steel pipe fabrication.
- Coordination with the subcontractor to ensure precise fit and welding.

3. Custom Pipe Material Supply:

- Provision of additional 14" pipe materials as required for the custom fit.
- Custom measurement and cutting of the 14" pipe to achieve precise dimensions.
- Skillful fitting of the custom-cut sections to ensure a seamless and secure connection.

4. Scaffolding Installation:

- Erection of scaffolding to support ceiling work.
- Scaffolding is necessary for adjustments to rotate the existing spool and facilitate access to the installation site.

5. Welding Requirements:

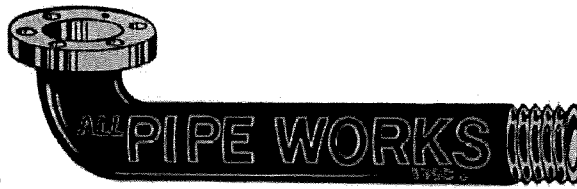
- Welding tasks are essential for securing the various pipe components.
- Welding to be performed by qualified personnel.

6. Epoxy Application:

- Supply and application of fast-setting epoxy on the exposed unfinished manifold.
- Epoxy application to the 14" steel pipe for enhanced protection and longevity.

This scope of work outlines the steps and elements involved in the culinary upsizing project, ensuring that the installation of the 2x 14" x 90" field fit steel pipe is carried out with precision, utilizing the right materials, subcontractors, welding skills, and corrosion-resistant coatings for a successful lasting outcome.

ALL PIPE WORKS, INC.
 14944 S CONCORD PARK DR.
 BLUFFDALE, UT 84065



Invoice

Date	Invoice #
12/21/2022	22599

Bill To
Newman Construction Inc. 13331 South Redwood Road Riverton, UT 84065

Ship To
Newman Construction Inc. 13331 South Redwood Road Riverton, UT 84065

P.O. Number	Ordered By	Terms	Due Date	Ship Date	Ship Via
22001 D	Ken	Net 30	1/20/2023	12/21/2022	WILL CALL

Job Number	Qty	UM	Description	Price Each	Amount
2212015	1	ea	14" std pipe x 4' 0" long pe x pe	388.00	388.00T
2212015	1	ea	14" tee branch pattern	100.00	100.00T

Phone #	Fax #	E-mail	Subtotal	\$488.00
801-523-8664	801-523-8674	sales@allpipeworks.com	Sales Tax (7.25%)	\$35.38
			Total	\$523.38
			Payments/Credits	\$0.00
			Balance Due	\$523.38

Fabricators and Suppliers for all Your Piping Needs
All Pipe Works, Inc.

ALL PIPE WORKS, INC.
 14944 S CONCORD PARK DR.
 BLUFFDALE, UT 84065



Invoice

Date	Invoice #
12/12/2022	22587

Bill To
Newman Construction Inc. 13331 South Redwood Road Riverton, UT 84065

Ship To
Newman Construction Inc. 13331 South Redwood Road Riverton, UT 84065

P.O. Number	Ordered By	Terms	Due Date	Ship Date	Ship Via
22001 D	Ken	Net 30	1/11/2023	12/12/2022	WILL CALL

Job Number	Qty	UM	Description	Price Each	Amount
2212003	1	each	14" Grooved Pup: 801.699.7442: 14" x 2'-0" GRV x GRV standard wall spool carbon steel (Due DEC. 9th)	450.00	450.00T Credit Amount

Phone #	Fax #	E-mail	Subtotal	\$450.00
801-523-8664	801-523-8674	sales@allpipeworks.com	Sales Tax (7.25%)	\$32.63
			Total	\$482.63
			Payments/Credits	\$0.00
			Balance Due	\$482.63

**Fabricators and Suppliers for all Your Piping Needs
 All Pipe Works, Inc.**

UN-X-LD

Pipe & Supply Co.

INVOICE

DATE	INVOICE #
12/20/2022	61177

BILL TO
NEWMAN CONSTRUCTION INC. 13331 SOUTH 1700 WEST RIVERTON, UT 84065

SHIP TO
SAME

P.O #	TERMS	REP	SHIPPED	SHIP VIA	F.O.B.	ORDERED BY
22001D	Net 30	DH	12/19/2022	WILL CALL		KEN
QUANTITY	DESCRIPTION			S/O #	PRICE PER	AMOUNT
2	14" STD S.R. 90 ELL			57185	320.00	640.00T
2	14" 150# FF SLIP ON FLANGE				188.00	376.00T
2	14" GRUVLOK #7012 FLANGE				1,527.00	3,054.00T
2	14" 150# FF GASKET				21.00	42.00T
					Credit Amount	3,442

REMIT TO:
UN-X-LD PIPE & SUPPLY CO.
P.O. BOX 589
MAGNA, UT 84044
PHONE: 801-252-8486
FAX: 801-252-8491

SUBTOTAL	\$4,112.00
SALES TAX (7.25%)	\$298.12
TOTAL	\$4,410.12

**WWTP DATA
MNGT
SOFTWARE**



Quote 00016710

Details: Created On: 15 Nov 2023
Expires On: 14 Feb 2024

Prepared For: Dallas Henline
8018643255
dallas@magnawater.com

Magna Water
8885 West 3500 South
Magna, Utah 84044
United States

Submitted By: Ben Braman
benjamin.braman@aquaticinformatics.com



Quote Summary

Product	Sales Price	Term	Qty	Total Price
Rio Subscription (MGD) <i>Rio software subscription for a single water or wastewater treatment system based on Million Gallons per Day (MGD). Subscription includes unlimited users, access to mobile application, and standard product features including dashboards, reporting, and dynamic spreadsheets.</i>	\$1,200.00	12 mos	3.0	\$3,600.00
Rio Automatic SCADA Data Import Subscription (MGD) <i>SCADA Data import subscription for Rio. Price for a single standard SCADA interface, price per system interface with automatic data ingestion.</i>	\$300.00	12 mos	3.0	\$900.00
AA-RIO Aquatic Academy User Subscription - Rio <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for Rio software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i>	\$0.00	12 mos	3.0	\$0.00
RIO-GS-S/M Rio Guided Implementation Service (Small/Medium) <i>The Customer will be provided up to six (6) weekly guided implementation sessions essential to the operation of Rio.</i> <i>These sessions range from approximately 1-2 hours and are joint implementation/system configuration training sessions, which include analysis of the customers' requirements, demonstrations of the required configuration (so that the complete configuration can be undertaken by the customer) and review of the customer completed implementation as required. The customer is required to complete their configuration of the SW between each session so that the next week's session may progress. On average it is expected that the customer will commit to approximately 1-2 hours per week outside of the guided implementation sessions to complete their work. Additional effort from the customer may be required depending on the complexity of the customer's operations and the current state of the customers' data.</i>	\$4,600.00		1.0	\$4,600.00



<p>RIO-DIMPRT-CNFG Rio Automatic Data Import Interface Configuration and Training <i>Scada/Lab data auto import configuration and training for one (1) data importer interface. The customer's participation is critical for successful implementation of the interface with the customer providing, a fully complete list of Sample Locations and Analyte Codes. The interface will be configured remotely via several implementation sessions as required based on the specific interface, this service includes remote training on the specific configuration so additional configuration can be undertaken by the customer if required.</i></p> <p><i>This service includes:</i></p> <ul style="list-style-type: none"> • Configuration of one SCADA or LIMS interface from the available interface list, including testing between Rio and the source. • Configuration for up to 10 variables for import from SCADA or LIMS and up to three user defined fields when applicable. • In cases where the Generic SCADA or LIMS interface is used, one(1) custom query to pull the sample location, analyte, units, result, and timestamp is included. If additional data fields are requested, custom services will be required. 	\$2,500.00		1.0	\$2,500.00
<p>WIMS-RPT-ADD WIMS Report Creation - Standard <i>Creation of one report page created via the WIMS Spread Report Design Locate menu functions. A "Page" is defined as the equivalent of an 8.5 x 11 sheet of up to 10 unique parameters delivered in either hard copy OR electronic format (eDMR, etc.)</i></p> <p><i>The AQI Project Manager will complete set up of the following reports and forms.</i></p> <ul style="list-style-type: none"> • dmrSubmissionExample.pdf • October 2023 MOR.xlsx <p><i>Any additional reports, forms will require additional scope and a change order will be issued at our standard deliverable rate.</i></p>	\$500.00		3.0	\$1,500.00

Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
 Professional Services (One-Time Service Fees): \$8,600.00 USD
 Recurring Annual Fees (SaaS & SMA): \$4,500.00 USD

GRAND TOTAL: \$13,100.00 USD



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to benjamin.braman@aquaticinformatics.com and please reference quote **00016710**.

Ben Braman
benjamin.braman@aquaticinformatics.com

Aquatic Informatics Inc.
1999 Broadway, Suite 830
Denver, CO 80202
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 1999 Broadway, Suite 830, Denver, CO 80202 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software, Except WIMS:

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

WIMS Software Only:

- [SaaS: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
- [On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)



Electronic Acceptance

Expiration Date: Must be signed by 14 Feb 2024

Subscriber: Magna Water

Subscriber Signature: Per:

Name: Dallas Henline

Title:

Date:

Subscriber Details: Phone: 8018643255
Email: dallas@magnawater.com

Company: Magna Water
8885 West 3500 South
Magna, Utah 84044
United States

Provider: Aquatic Informatics

Provider Signature: Per:

Name:

Title:

Date:



RIO

Regulatory Compliance & Operational Data Management

Rio is cloud-based software designed to centralize daily workflows for drinking water and wastewater treatment plants of any size.



ONE PROGRAM, ONE SECURE PLATFORM Your data is your world

Rio automatically stores your data in a central, secure database that doesn't rely on your internal IT resources. You can trust that your program's data is protected and accessible so that your team has the insights they need to make the right decisions—at the right time.



QUICK & ACCURATE COMPLIANCE REPORTING Create defensible reports in a couple clicks

Track critical metrics, visualize trends, produce regulatory reports (NetDMR, MORs, etc.), and use customizable alerts to proactively address problems and maintain compliance. Automatically generate sophisticated charts to quickly gain insights, identify trends, and optimize chemical and energy costs.



STREAMLINE FACILITY OPERATIONS Get the full picture

Break down data silos and maximize the value of data from your Hach instruments by integrating lab, process, field, and other data sources to reduce manual errors, improve asset lifespans, and safeguard against liability.



EMPOWER FIELD WORK Access information anytime, anywhere

Leverage an easy-to-use mobile app for field teams to access and collect data remotely. Define parameters for data validation to reduce mistakes and improve your data quality. Sync your new or updated data into your Rio or Hach WIMS database when you connect to the internet.



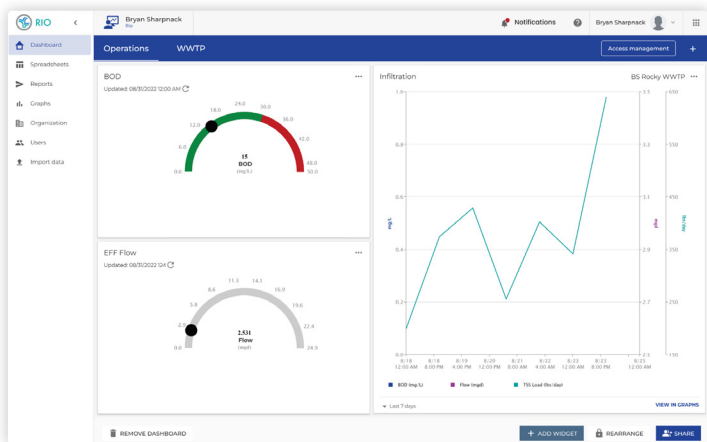
ACCURATE, DEFENSIBLE DATA Preserve historical data

Automatically maintain historical data, track changes, and ensure a defensible audit trail to protect your facility against costly violations. Rio's calculation validation engine catches and corrects errors. Ensure reliable reporting data so your team can feel confident about meeting evolving compliance regulations.



ENHANCED PARTNERSHIP Supporting your team's success

Access on-call support specialists, self-service support, regular software enhancements, and professional services to help with migrations and integrations. Regularly upskill your team with complimentary access to Aquatic Academy, our tailored learning management system.



"The charts and graphs are easy-to-use and make it possible to communicate important data quickly to management, resulting in better understanding of our operations and improved decision-making."

YVONNE TUCKER – VILLAGE OF PENN YAN, NY

Aquatic Informatics
1.877.870.2782 | +1.604.873.2782
sales@aquaticinformatics.com | aquaticinformatics.com



AQUATIC Informatics

OLYMPUS INSURANCE

INSURANCE PROPOSAL

MAGNA WATER DISTRICT

EXPERTISE.

INNOVATION.

STABILITY.

CLINT DILLEY
GENERAL MANAGER

PREPARED BY
B. DARRELL CHILD
EXECUTIVE VICE PRESIDENT



OLYMPUS
INSURANCE

December 6, 2023

Clint Dilley
General Manager
Magna Water District
8885 W 3500 S
Magna, UT 84404

Re: 2024 Coverage Program Review

Dear Clint:

We appreciate the opportunity to provide essential risk and insurance services to Magna Water District and value our ongoing professional relationship.

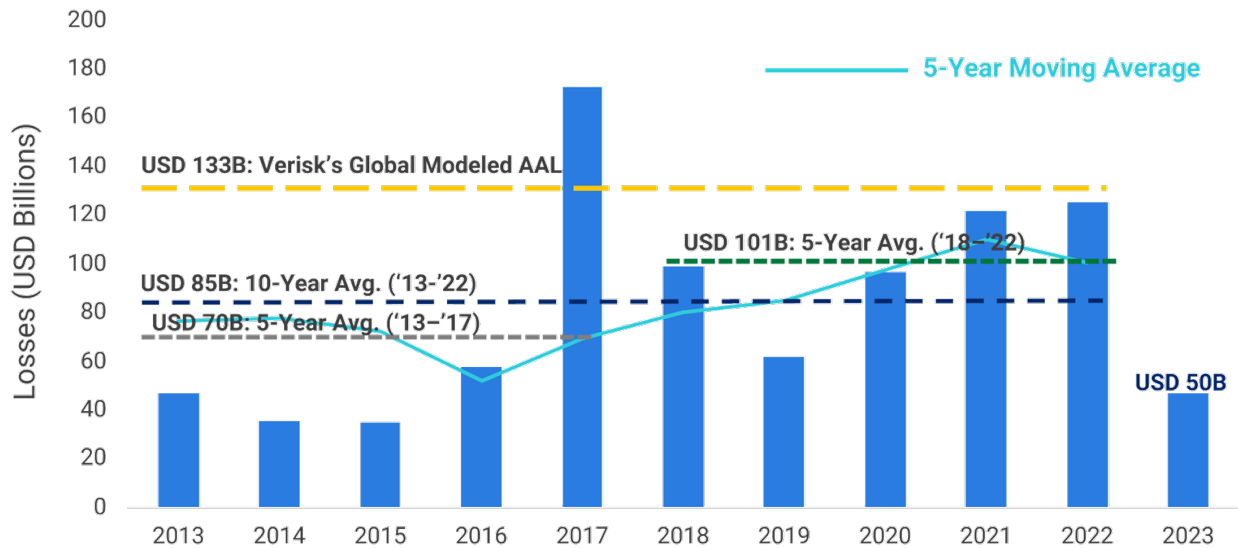
The essential risks and supporting insurance services for the district are reviewed annually. The insurance program for the district is designed to protect against major risks through well designed risk and insurance planning.

The underwriters for each major coverage are provided updated information, which is used to develop their coverage terms. The risks facing the district continue to be dynamic in nature, including the development of legal liabilities and the potential for large or regional catastrophic events.

INSURANCE MARKET UPDATE

The insurance market has been significantly impacted by major claims that have arisen in the past 10 years. This has caused several insurance carriers to withdraw from offering coverage to water organizations, especially those located in areas that may have large loss events, like wildfire, wind or local liability claims from open canal water distribution, dams, use of auto's and equipment.

This is best illustrated with the following graphic.



Over the past 5 years insurance companies have required additional capital to maintain the broad-based coverage offered to water entities. Many insurance companies have increased rates significantly.

The renewal program includes an ultimate liability limit of \$16 million per liability claim or loss event. This limit is essential to address the potential for large losses that may arise from water operations or the use of vehicles. In recent years large losses have occurred against public entities and water organizations, with an escalation in damages due to social inflation. Social inflation recognizes the potential of juries providing greater awards, often without regard to clearly defined legal liability.

The district is insured with a custom insurance program for water organizations. This program has several special enhanced coverages enhancements, which are designed to meet the unique needs of water organizations. These include:

- Failure to supply utility services
- Water contamination
- Line failure or sewer back up
- Sexual misconduct
- Employment practices liability includes coverage for past wages, salary, or benefits
- Separate limits for each major area of risk or policy coverage section.

CYBER LIABILITY

The risks associated with Cyber Liability have significantly grown in recent years. These risks include the liability that may result from lost or stolen data, compromised control systems and the potential of ransomware events. The present cyber liability insurance program is supported by leading cyber security experts that provide support services and technical assistance in the event of a data breach event.

FIDUCIARY LIABILITY

The district has significant risk exposure related to the handling of retirement plans and related services. This is covered by a special policy from Travelers for fiduciary liability. This policy defends or pay claims related to an allegation of wrongful administration of employee retirement plans.

Fiduciary liability claims continue to escalate as those reaching retirement age seek to improve their retirement benefits through allegations of wrongful acts related to the administration of retirement plans or claims related to the fees charged by outside parties that assist or invest in the retirement funds.

STABILITY OF THE COVERAGE PROGRAM

Effective risk and insurance planning has many elements, including the update of operational changes, asset schedules, and the overall risks facing the city. Periodically, alternative qualified underwriters are also invited to offer coverage terms. This ensures that the program scope and cost are established at the optimal level. This process is typically approached every 3 to 5 years and has been completed this year, with the following results:

Insurance Company	Response
AIG	Proposed - \$230,996
Argonaut	Proposed - \$226,131
Chubb	Proposed - \$251,362
CNA	Proposed - \$233,257
Hartford	Proposed - \$242,009
James River	Pending; Limited Excess Liability Capacity
Kinsale	Proposed - \$266,048
Midvale	Pending
Philadelphia	Proposed - \$235,110
Scottsdale	Cost Indication - \$250,000 - \$275,000
Travelers	Proposed - \$275,418

CURRENT INSURANCE PROVIDER

Argonaut is the leading provider of coverage to local governments and water organizations in the United States with over 10,000 cities, counties and districts receiving coverage and services for over 30 years.

The insurance program for the district is currently with Argonaut. They are highly qualified and a top rated insurance company, with a history of serving water organizations. Argonaut offers a coverage endorsement that provides claims support for utility line failure on a no-fault basis. This benefit provides \$5,000 per affected residence, with a \$5,000 deductible per occurrence, and a \$50,000 annual aggregate. This means that if several homes are affected by a line break on a no-fault event, that the insurance carrier will cover all costs and then bill back the single event deductible. If the district is negligent in a sewer back up or line break, then the full liability limit applies in all the proposals.

EXPOSURE REVIEW

The district's exposures are reviewed and updated annually to ensure accurate rating of the insurance program. This proposal includes a complete summary of the district's exposures for the current and renewal policy years. In addition, recommended adjustments to property values are provided annually utilizing CoreLogic and other industry indices to establish minimum replacement cost limits.

The liability risks of the district are carefully monitored and addressed through effective insurance planning.

CLAIMS SUPPORT

The proposed insurance carriers have extensive national resources and experience with water organizations to provide excellent claims response, as well as other support services. The insurance carrier supports litigation with leading attorneys that provide legal support when a suit arises. They also have industry leading claims management practices and procedures.

The district has several claims that have recently been settled and one employment practices litigation suit that is being actively being defended.

ACTIVE SHOOTER INSURANCE COVERAGE

The district has active shooter insurance with the current policy term, which includes specialized coverage to mitigate the cost and impact of an active shooter event.

A summary of the coverage is as follows:

- Workplace Violence: \$4,000,000
- Legal Liability Expense: \$4,000,000
- Personal Accident Expenses: \$50,000
- Business Interruption: \$4,000,000
- Stalking Threat: \$4,000,000

FINANCIAL SECURITY

The financial security of each insurance company is of vital importance, to assure that any claims obligations will be met. On a regular basis insurance companies provide their financial information to the following rating organizations:

Carrier	Year Founded	Gross Written Premium	Total Assets	Combined Ratio	AM Best Rating and Financial Size	Moody's	S&P	Admitted
Arch	2001	\$3.3B	\$32B	101%	A+ XV (\$2.0B+)	A2	A+	Yes
Argonaut	1986	\$2.7B	\$8.7B	107%	A- XII (\$1.0B - \$1.2B)	NR	A-	Yes
AXA XL	1986	\$13.6B	\$58.4B	97%	A XV (\$2.0B+)	A2	A+	No
Travelers	1853	\$29.2B	\$104.2B	92%	A++ XV (\$2.0B+)	A2	AA	Yes

The carrier ratings of each of these insurance companies meets or exceeds the minimum rating criteria for placement of coverage on behalf of Magna Water District.

SERVICE PLAN

For 2024, we have established our service plan for the district. In addition to the services proposed, we may provide the following services at your direction:

- Board Governance / E&O Prevention
- Contract / Insurance Requirements Review
- Drug Free Workplace / Reasonable Suspicion
- Ethics / Fraud Prevention Training
- Fleet Safety Program Review
- Safe Driver Training
- Safety & Health Program Support

EMERGING RISK AREAS

ENVIRONMENTAL LIABILITY

The risks involved in environmental liability include both the direct cost of cleanup for significant environmental events, but also third-party liability and regulatory compliance. In recent years the scope of the risks has been enlarged, and the EPA has increased the number of potential pollutants by over 90 contaminants. A fresh assessment of the risks and potential cost of coverage may be completed at your direction.

TRAVEL & ACCIDENT

The district's workers compensation policy affords coverage to an employee injured in the course of employment. This would include employees that travel within the coverage territory of the workers compensation carrier. However, workers compensation generally will not be responsive to travel by volunteers, spouses or during employee free time that may be incidental to business travel. Many organizations supplement insurance planning through travel accident coverage. A fresh assessment of the risks and potential cost of coverage may be completed at your direction.

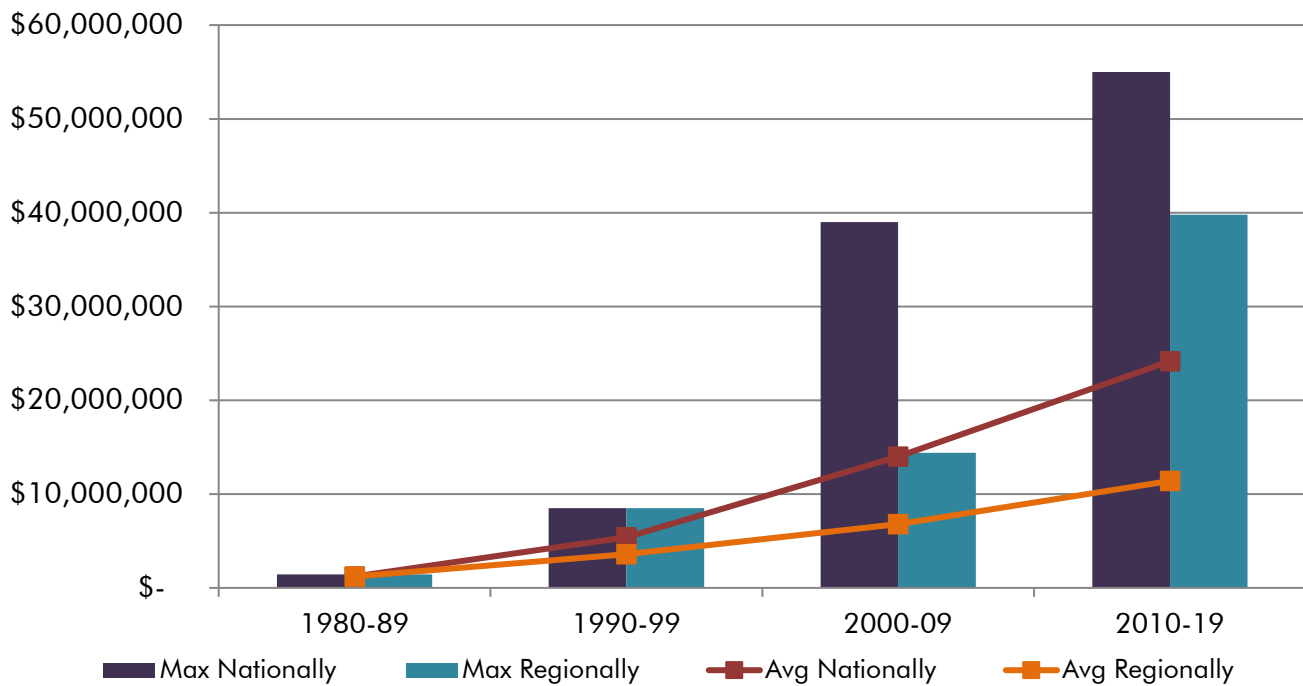
EXCESS LIABILITY LIMIT PLANNING

Large liability claims are fortunately very rare but have the potential to severely impact an organization.

Courts are also holding municipalities, districts, and utilities to a higher level of accountability for losses that arise from operations, facilities and the use of automobiles. Social Inflation has affected the settlement and judgements that arise, which are part of the changing expectations of the public or juries when adverse things happen. The further development of case law, judgments, or settlements with high dollar values means that excess liability limits, should be periodically reviewed.

The damages that may arise from long term permanent disability or care can also be extensive. One water organization had a young person suffer from permanent brain injury with an estimated cost of \$15.7 million in ongoing medical and permanent lifetime care. Another jury award from an auto accident involving permanent disability from unsecured equipment in the back of a truck resulted in an award of \$35 million.

The cost of excess liability claims continue to escalate, which is illustrated in this chart:



Presently, the district secures limits of \$1 million primary and \$15 million in excess liability, for an ultimate liability limit of \$16 million. We generally recommend limits in the range of \$10 million to \$26 million for organizations with the size, scope, and exposures of the district.

We appreciate the continued confidence placed in our firm to provide these essential insurance and risk management services to Magna Water District.

Sincerely,

B. Darrell Child
Executive Vice President

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Magna Water District

Insurance Proposal

2024 - 2025

Coverage	Carrier	Limits	Deductible	24/25 Premium	23/24 Premium
Property / Mechanical Breakdown	Arch (A+ XV) 1/1/24 - 1/1/25	\$ 91,022,000 Total Insured Value	\$ 1,000	\$ 123,429	\$ 72,163
		\$ 88,241,000 Buildings / Structures (90% Coinsurance)	\$ 1,000		
		\$ 2,414,000 Contents	\$ 1,000		
		\$ 367,000 Electronic Data Processing (EDP)	\$ 1,000		
		\$ 1,000,000 Earthquake	\$ 50,000		
		\$ 1,000,000 Flood (Excludes Zone A)	\$ 50,000		
		\$ 1,000,000 Newly Acquired or Constructed Property	\$ 1,000		
		\$ 1,000,000 Ordinance and Law	\$ 1,000		
		\$ 500,000 Business Income & Extra Expense	\$ 1,000		
		\$ 500,000 Pollutant Clean-up and Removal	\$ 1,000		
		\$ 250,000 Commandeered Property	\$ 1,000		
		\$ 250,000 Computer Equipment and Electronic Media	\$ 1,000		
		\$ 250,000 Debris Removal - On Premises	\$ 1,000		
		\$ 250,000 Refrigerant Contamination	\$ 1,000		
		\$ 250,000 Underground Property & Paved Surfaces	\$ 1,000		
		\$ 100,000 Accounts Receivable	\$ 1,000		
		\$ 100,000 Appurtenant Structures	\$ 1,000		
		\$ 100,000 Communications Equipment	\$ 1,000		
		\$ 100,000 Fine Arts	\$ 1,000		
		\$ 100,000 Outdoor Property	\$ 1,000		
		\$ 100,000 Penstock	\$ 1,000		
		\$ 100,000 Property Under Construction - Per Policy Period	\$ 1,000		
		\$ 100,000 Valuable Papers and Records	\$ 1,000		
		\$ 50,000 Changes in Temperature or Humidity	\$ 1,000		
		\$ 25,000 Property Under Construction - Per Building	\$ 1,000		
		\$ 25,000 Accumulation of Surface Water	\$ 1,000		
		\$ 25,000 Fire Department Services Charge	\$ 1,000		
\$ 25,000 Property Under Construction - Per Building	\$ 1,000				
\$ 25,000 Virus, Harmful Code, or Similar Instruction	\$ 1,000				
\$ 15,000 Fungus, Wet Rot, Dry Rot, and Bacteria	\$ 1,000				
\$ 15,000 Portable Computer Equipment (\$1,500 per item)	\$ 1,000				
\$ 15,000 Reward Payments	\$ 1,000				
\$ 10,000 Debris Removal - Wind Blown	\$ 1,000				
\$ 5,000 Outdoor Signs	\$ 1,000				
Inland Marine	Arch (A+ XV) 1/1/24 - 1/1/25	\$ 828,150 Scheduled Equipment	\$ 1,000	\$ 700	\$ 700
		\$ 100,000 Mobile Equipment (Non Owned)	\$ 1,000		
		\$ 50,000 Property in Transit	\$ 1,000		
General Liability	Argonaut (A- XII) 1/1/24 - 1/1/25	\$ 1,000,000 Each Occurrence	\$ -	\$ 32,115	\$ 30,481
		\$ 3,000,000 General Aggregate	\$ -		
		\$ 1,000,000 Employee Benefits Liability	\$ 1,000		
		\$ 100,000 Damage to Premises Rented to You	\$ -		
		\$ 50,000 Utility Line Failure - No Fault - Aggregate	\$ 5,000		
		\$ 5,000 Utility Line Failure - No Fault - Occurrence	\$ 5,000		
		\$ 25,000 Unmanned Aircraft Includes Contamination Includes Dam / Reservoir Failure Includes Inverse Condemnation Includes Failure to Supply	\$ -		
Employment Practices Liability	Argonaut (A- XII) 1/1/24 - 1/1/25 Retro Date: 8/20/15	\$ 1,000,000 Each Wrongful Act	\$ 1,000	\$ 2,500	\$ 2,500
		\$ 3,000,000 Aggregate	\$ -		
		\$ 50,000 Non-Monetary Defense Limit - Aggregate	\$ 1,000		
		\$ 50,000 Back Wages	\$ 10,000		
		\$ 50,000 EEOC Hearing Expense - Aggregate	\$ -		
\$ 10,000 EEOC Hearing Expense - Per Complaint	\$ 2,500				
Management Liability	Argonaut (A- XII) 1/1/24 - 1/1/25 Retro Date: 8/20/15	\$ 1,000,000 Each Wrongful Act	\$ 1,000	\$ 1,000	\$ 1,000
		\$ 3,000,000 Aggregate	\$ 1,000		

Magna Water District

Insurance Proposal

2024 - 2025

Coverage	Carrier	Limits		Deductible	24/25 Premium	23/24 Premium
Automobile Liability	Argonaut (A- XII) 1/1/24 - 1/1/25	\$ 1,000,000	Occurrence	\$ -	\$ 18,779	\$ 16,034
		\$ 1,000,000	Uninsured Motorists	\$ -		
		\$ 1,000,000	Underinsured Motorists	\$ -		
		\$ 3,000	Personal Injury Protection	\$ -		
Automobile Physical Damage	Argonaut (A- XII) 1/1/24 - 1/1/25	Per Schedule - ACV	Other Than Collision / Collision <\$100,000	\$ 500		
		Per Schedule - ACV	Other Than Collision / Collision >\$100,000	\$ 2,500		
		ACV	Hired Physical Damage	\$ 500		
Excess Liability - 1	Argonaut (A- XII) 1/1/24 - 1/1/25	\$ 10,000,000	Occurrence	Excess of Underlying	\$ 17,000	\$ 16,500
		\$ 10,000,000	Aggregate			
		<u>Excess of:</u> General Liability, Employment Practices Liability, Management Liability, Automobile Liability.				
Excess Liability - 2	Travelers (A++ XV) 1/1/24 - 1/1/25	\$ 5,000,000	Occurrence	Excess of Underlying	\$ 16,500	\$ 15,200
		\$ 5,000,000	Aggregate			
			Excludes Failure to Supply			
		Total Liability Limit - \$16,000,000				
Crime	Travelers (A++ XV) 1/1/24 - 1/1/25	\$ 250,000	Employee Theft - All Other Employees	\$ 1,000	\$ 2,485	\$ 2,485
		\$ 150,000	Employee Theft - Per Board Member	\$ 1,000		
		\$ 1,000,000	Employee Theft - General Manager (Treasurers Bond)	\$ 1,000		
		\$ 1,000,000	Employee Theft - Controller	\$ 1,000		
Fiduciary Liability	Travelers (A++ XV) 1/1/24 - 1/1/25	\$ 1,000,000	Occurrence	\$ -	\$ 2,522	\$ 2,522
		\$ 1,000,000	Aggregate	\$ -		
		\$ 100,000	HIPPA Liability	\$ -		
		\$ 100,000	502(c) Penalties	\$ -		
			*Subject to review of 401k Annual Report			
ID Fraud	Travelers (A++ XV) 1/1/24 - 1/1/25	\$ 25,000	Per Employee Includes Resolution Services	\$ -	\$ 250	\$ 250
Cyber Liability	Cowbell Palomar (A- VIII) 1/1/24 - 1/1/25 Full Prior Acts	\$ 1,000,000	Aggregate Limit	\$ -	\$ 5,629	\$ 5,888
		\$ 1,000,000	Liability Costs	\$ 10,000		
		\$ 1,000,000	PCI Costs	\$ 10,000		
		\$ 1,000,000	Regulatory Costs	\$ 10,000		
		\$ 1,000,000	Cowbell Breach Fund	\$ 10,000		
		\$ 1,000,000	Extortion Costs	\$ 10,000		
		\$ 1,000,000	Business Impersonation Costs	\$ 10,000		
		\$ 500,000	Reputational Harm Expense (12 Hr WP, Retro 1/1/23)	\$ 10,000		
		\$ 1,000,000	Business Interruption Loss (12 Hr WP)	\$ 10,000		
		\$ 1,000,000	System Failure (12 Hr WP)	\$ 10,000		
		\$ 250,000	Cyber Crime Loss	\$ 10,000		
		\$ 1,000,000	Bricking Costs	\$ 10,000		
		\$ 100,000	Criminal Reward Costs	\$ 10,000		
		\$ 1,000,000	California Consumer Privacy Act	\$ 10,000		
		\$ 1,000,000	General Data Protection Regulation	\$ 10,000		
\$ 1,000,000	Media Liability	\$ 10,000				
\$ 100,000	Cryptojacking	\$ 25,000				
Active Shooter / Workplace Violence	AXA XL (A XV) 1/1/24 - 1/1/25	\$ 4,000,000	Act of Workplace Violence Event Aggregate	\$ -	\$ 5,222	\$ 5,222
		\$ 4,000,000	Workplace Violence Expenses Per Insured Event	\$ -		
		\$ 4,000,000	3rd Party Legal Liability Per Insured Event	\$ -		
		\$ 50,000	Personal Accident Expenses Per Insured Person	\$ -		
		\$ 4,000,000	Business Interruption Expenses Per Insured Event	\$ -		
		\$ 120 Days	Business Interruption Indemnity Period	6 Hours		
		\$ 4,000,000	Stalking Threat Event Aggregate	\$ -		
\$ 4,000,000	Policy Aggregate	\$ -				
Total Premium					\$ 228,131	\$ 170,945

Magna Water District

Exposure Summary

2024 - 2025

Exposures	2023	2024	% of Change
Total Expenditures	\$17,486,133	\$20,311,765	16.2%
Total Employees	32	32	0.0%
Total Board Members / Directors	3	3	0.0%
Culinary Water Line (Miles)	145	145	0.0%
Culinary Water Connections	9,062	9,269	2.3%
Culinary Water - Population Served	33,408	34,476	3.2%
Culinary Water - Annual AcreFt Delivered	3,966	3,966	0.0%
Waste Water Line (Miles)	105	105	0.0%
Waste Water Connections	9,121	9,193	0.8%
Waste Water - Population Served	33,408	34,476	3.2%
Total Insured Property Value	\$85,202,000	\$91,022,000	6.8%
Inland Marine Value	\$835,650	\$828,150	-0.9%
Automobiles (#)	34	38	11.8%
Automobiles (Value)	\$2,585,362	\$2,827,626	9.4%

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	GPS	Property Description	Department	Building Limit	Valuation (RC, FRC, ACV)	Contents Limit	EDP Limit	Business Income	Extra Expense	Protect. Class
1	1	1	4100 S 8400 W Magna, UT		Bacchus Water Storage Tank	Water	\$ 5,477,000	RC					4
2	1	2	4100 S 8400 W Magna, UT		Water Storage Tank	Water	\$ 888,000	RC					4
3	1	3	4100 S 8400 W Magna, UT		Water Storage Tank	Water	\$ 2,242,000	RC					4
4	1	4	4100 S 8400 W Magna, UT	N 40 40'53.72" W 112 05'34.83"	Pump Station	Water	\$ 440,000	RC					4
5	2	1	7650 W 2100 S Magna, UT		Backwash Tank	Sewer	\$ 463,000	RC					4
6	2	2	7650 W 2100 S Magna, UT		Bio Brox Filter Building	Sewer	\$ 2,363,000	RC					4
7	2	3	7650 W 2100 S Magna, UT		Chlorination Building	Sewer	\$ 84,000	RC	\$ 29,000				4
8	2	4	7650 W 2100 S Magna, UT		Chlorination Building	Sewer	\$ 192,000	RC	\$ 68,000				4
9	2	5	7650 W 2100 S Magna, UT		Chlorine Contact Chamber	Sewer	\$ 812,000	RC					4
10	2	6	7650 W 2100 S Magna, UT		Clarifier #1	Sewer	\$ 1,461,000	RC					4
11	2	7	7650 W 2100 S Magna, UT		Clarifier #2	Sewer	\$ 1,461,000	RC					4
12	2	8	7650 W 2100 S Magna, UT		Clarifier #3	Sewer	\$ 2,295,000	RC					4
13	2	9	7650 W 2100 S Magna, UT		3 Generators 750KW, 450KW, 350KW	Sewer	\$ 669,000	RC					4
14	2	10	7650 W 2100 S Magna, UT		Electrical Building	Sewer	\$ 703,000	RC					4
15	2	11	7650 W 2100 S Magna, UT		Lab / Chemical Building	Sewer	\$ 1,658,000	RC					4
16	2	12	7650 W 2100 S Magna, UT		Diversion Box	Sewer	\$ 44,000	RC					4
17	2	13	7650 W 2100 S Magna, UT		Headworks (East)	Sewer	\$ 3,483,000	RC					4
18	2	14	7650 W 2100 S Magna, UT		Effluent Testing Box	Sewer	\$ 13,000	RC					4
19	2	15	7650 W 2100 S Magna, UT		Feed Tank	Sewer	\$ 330,000	RC					4
20	2	16	7650 W 2100 S Magna, UT		Finish Tank	Sewer	\$ 888,000	RC					4

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	GPS	Property Description	Department	Building Limit	Valuation (RC, FRC, ACV)	Contents Limit	EDP Limit	Business Income	Extra Expense	Protect. Class
21	2	17	7650 W 2100 S Magna, UT		Fuel Storage Tank	Sewer	\$ 41,000	RC					4
22	2	18	7650 W 2100 S Magna, UT		Fuel Storage Tank	Sewer	\$ 28,000	RC					4
23	2	19	7650 W 2100 S Magna, UT		Generator (West)	Sewer	\$ 209,000	RC					4
24	2	21	7650 W 2100 S Magna, UT		Headworks (West)	Sewer	\$ 2,489,000	RC					4
25	2	22	7650 W 2100 S Magna, UT		Operations Building	Sewer	\$ 917,000	RC	\$ 492,000				4
26	2	23	7650 W 2100 S Magna, UT		Oxidation Ditch	Sewer	\$ 9,789,000	RC					4
27	2	24	7650 W 2100 S Magna, UT		RAS/WAS Pump Station	Sewer	\$ 845,000	RC					4
28	2	25	7650 W 2100 S Magna, UT		Solids Handling Building	Sewer	\$ 2,469,000	RC					4
29	3	1	6750 W 2820 S Magna, UT		Pump House B-1	Water	\$ 106,000	RC	\$ 38,000				4
30	3	2	6750 W 2820 S Magna, UT		Pump House B-2	Water	\$ 194,000	RC	\$ 51,000				4
31	3	3	6750 W 2820 S Magna, UT		Pump House B-3	Water	\$ 114,000	RC	\$ 38,000				4
32	3	4	6750 W 2820 S Magna, UT		Pump House B-4	Water	\$ 286,000	RC	\$ 58,000				4
33	3	5	6750 W 2820 S Magna, UT		Pump House B-5	Water	\$ 107,000	RC	\$ 58,000				4
34	3	6	6750 W 2820 S Magna, UT		Generator	Water	\$ 794,000	RC					4
35	4	1	2820 S 6000 W Magna, UT		EDR Water Treatment Plant	Water	\$ 19,768,000	RC		\$ 72,000			4
36	4	2	2820 S 6000 W Magna, UT		Brine Pump Station	Water	\$ 3,569,000	RC					4
37	4	3	2820 S 6000 W Magna, UT		Fluoridation Building	Water	\$ 160,000	RC	\$ 115,000				4
38	4	4	2820 S 6000 W Magna, UT		Fuel Storage Tank	Water	\$ 28,000	RC					4
39	4	5	2820 S 6000 W Magna, UT		Generator	Water	\$ 268,000	RC					4
40	4	6	2820 S 6000 W Magna, UT		Main Booster Pump Station	Water	\$ 464,000	RC					4

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	GPS	Property Description	Department	Building Limit	Valuation (RC, FRC, ACV)	Contents Limit	EDP Limit	Business Income	Extra Expense	Protect. Class
41	4	7	2820 S 6000 W Magna, UT		New Well Pump House #7	Water	\$ 201,000	RC	\$ 45,000				4
42	4	8	2820 S 6000 W Magna, UT		Old Well Pump House #7	Water	\$ 12,000	RC	\$ 6,000				4
43	4	9	2820 S 6000 W Magna, UT		Valve House	Water	\$ 42,000	RC	\$ 11,000				4
44	4	10	2820 S 6000 W Magna, UT		Well Pump House #2	Water	\$ 201,000	RC	\$ 45,000				4
45	4	11	2820 S 6000 W Magna, UT		Well Pump House #9	Water	\$ 36,000	RC	\$ 35,000				4
46	4	12	2820 S 6000 W Magna, UT		Well Pump House #4	Water	\$ 35,000	RC	\$ 35,000				4
47	4	13	2820 S 6000 W Magna, UT		Fluoridation Building	Water	\$ 160,000	RC	\$ 115,000				4
48	4	14	2820 S 6000 W Magna, UT		Well Pump House #8	Water	\$ 12,000	RC	\$ 6,000				4
49	5	1	7550 W 4000 S Magna, UT		Fuel Storage Tank	Water	\$ 41,000	RC					4
50	5	2	7550 W 4000 S Magna, UT		Pump Station	Water	\$ 1,922,000	RC					4
51	5	3	7550 W 4000 S Magna, UT		Valley Forge Water Storage Tank	Water	\$ 3,193,000	RC					4
52	5	4	7550 W 4000 S Magna, UT		Generator	Water	\$ 128,000	RC					4
53	6	1	8933 W 3500 S Magna, UT		Offices / Storage Building	Water	\$ 692,000	RC	\$ 216,000	\$ 91,000			4
54	6	2	8933 W 3500 S Magna, UT		Truck Shop	Water	\$ 376,000	RC	\$ 138,000				4
55	6	3	8933 W 3500 S Magna, UT		Water Storage Tank	Water	\$ 2,207,000	RC					4
56	6	4	8933 W 3500 S Magna, UT		Water Storage Tank	Water	\$ 888,000	RC					4
57	6	5	8933 W 3500 S Magna, UT		Pump Station	Water	\$ 40,000	RC	\$ 84,000				4
58	7	1	3320 S 8000 W Magna, UT		Pump Station	Water	\$ 1,654,000	RC	\$ 121,000				4
59	7	2	3320 S 8000 W Magna, UT		Generator	Water	\$ 159,000						4
60	9	1	4700 S 8460 W Magna, UT	N 40 40'14.71" W 112 05'37.91"	Water Storage Tank / Vault	Water	\$ 1,313,000	RC					4

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	GPS	Property Description	Department	Building Limit	Valuation (RC, FRC, ACV)	Contents Limit	EDP Limit	Business Income	Extra Expense	Protect. Class
61	10	1	7664 W 2100 S Magna, UT		Sewer Admin Building	Administration	\$ 1,084,000		\$ 136,000				4
62	11	1	8885 W 3500 S Magna, UT		Administration Building	Administration	\$ 4,467,000	RC	\$ 474,000	\$ 204,000			4
63	11	2	8885 W 3500 S Magna, UT		Generator	Administration	\$ 128,000	RC					4
64	12	1	2589 S Athena Dr Magna, UT		Well		\$ 213,000	RC					4
65	13	1	2628 S Twain Dr Magna, UT		Well		\$ 213,000	RC					4
66	14	1	2608 S Twain Dr Magna, UT		Well		\$ 213,000	RC					4
Totals							\$ 88,241,000		\$ 2,414,000	\$ 367,000	\$ -	\$ -	
TIV							\$ 91,022,000						

Signature

Title

Date



Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	Year Built	No. Stories	Const. Type	Fire Sprinklers	EQ Gas Shut Off	Alarm System	Sq. Ft. / Capacity	EQ Zone	Flood Zone	Date Valued
1	1	1	4100 S 8400 W Magna, UT	2003	1	RC				8 MG			8/21/23
2	1	2	4100 S 8400 W Magna, UT	1978	1	Steel				500 KG			8/21/23
3	1	3	4100 S 8400 W Magna, UT	1978	1	Steel				2 MG			8/21/23
4	1	4	4100 S 8400 W Magna, UT	2016	1	Concrete				500			8/21/23
5	2	1	7650 W 2100 S Magna, UT	2007	1	RC				2,462			8/21/23
6	2	2	7650 W 2100 S Magna, UT	2009	1	MNC				6,048			8/21/23
7	2	3	7650 W 2100 S Magna, UT	1960	1	JM				425			8/21/23
8	2	4	7650 W 2100 S Magna, UT	1987	1	MNC				1,040			8/21/23
9	2	5	7650 W 2100 S Magna, UT	2007	1	RC				4,188			8/21/23
10	2	6	7650 W 2100 S Magna, UT	2007	1	RC				6,182			8/21/23
11	2	7	7650 W 2100 S Magna, UT	2007	1	RC				6,182			8/21/23
12	2	8	7650 W 2100 S Magna, UT	2020	1	RC				6,182			8/21/23
13	2	9	7650 W 2100 S Magna, UT	2020	1	Steel				NA			8/21/23
14	2	10	7650 W 2100 S Magna, UT	2020	1	MNC				659			8/21/23
15	2	11	7650 W 2100 S Magna, UT	2020	1	MNC				1,768			8/21/23
16	2	12	7650 W 2100 S Magna, UT	2007	1	RC				160			8/21/23
17	2	13	7650 W 2100 S Magna, UT	2009	1	MNC				4,030			8/21/23
18	2	14	7650 W 2100 S Magna, UT	2007	1	RC				80			8/21/23
19	2	15	7650 W 2100 S Magna, UT	2009	1	Steel				150 KG			8/21/23
20	2	16	7650 W 2100 S Magna, UT	2009	1	Steel				500 KG			8/21/23

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	Year Built	No. Stories	Const. Type	Fire Sprinklers	EQ Gas Shut Off	Alarm System	Sq. Ft. / Capacity	EQ Zone	Flood Zone	Date Valued
21	2	17	7650 W 2100 S Magna, UT	2009	1	RC							8/21/23
22	2	18	7650 W 2100 S Magna, UT	2009	1	RC				1 KG			8/21/23
23	2	19	7650 W 2100 S Magna, UT	2009	1	Steel							8/21/23
24	2	21	7650 W 2100 S Magna, UT	2001	1	JM				3,903			8/21/23
25	2	22	7650 W 2100 S Magna, UT	1962	1	RC				3,892			8/21/23
26	2	23	7650 W 2100 S Magna, UT	1963	1	RC				65,039			8/21/23
27	2	24	7650 W 2100 S Magna, UT	1987	1	MNC				2,080			8/21/23
28	2	25	7650 W 2100 S Magna, UT	2007	1	Steel				8,524			8/21/23
29	3	1	6750 W 2820 S Magna, UT	1990	1	Frame				400			8/21/23
30	3	2	6750 W 2820 S Magna, UT	1990	1	Frame				550			8/21/23
31	3	3	6750 W 2820 S Magna, UT	1975	1	Frame				400			8/21/23
32	3	4	6750 W 2820 S Magna, UT	1980	1	JM				952			8/21/23
33	3	5	6750 W 2820 S Magna, UT	1990	1	Frame				400			8/21/23
34	3	6	6750 W 2820 S Magna, UT	2009	1	Steel							8/21/23
35	4	1	2820 S 6000 W Magna, UT	2009	2	MNC				23,976			8/21/23
36	4	2	2820 S 6000 W Magna, UT	2020	1	JM				576			8/21/23
37	4	3	2820 S 6000 W Magna, UT	2003	1	JM				576			8/21/23
38	4	4	2820 S 6000 W Magna, UT	1998	1	RC				1 KG			8/21/23
39	4	5	2820 S 6000 W Magna, UT	1998	1	Steel							8/21/23
40	4	6	2820 S 6000 W Magna, UT	1960	1	JM				720			8/21/23

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	Year Built	No. Stories	Const. Type	Fire Sprinklers	EQ Gas Shut Off	Alarm System	Sq. Ft. / Capacity	EQ Zone	Flood Zone	Date Valued
41	4	7	2820 S 6000 W Magna, UT	2002	1	JM				660			8/21/23
42	4	8	2820 S 6000 W Magna, UT	1960	1	JM				104			8/21/23
43	4	9	2820 S 6000 W Magna, UT	1960	1	JM				150			8/21/23
44	4	10	2820 S 6000 W Magna, UT	2000	1	JM				660			8/21/23
45	4	11	2820 S 6000 W Magna, UT	1975	1	JM				104			8/21/23
46	4	12	2820 S 6000 W Magna, UT	1960	1	JM				104			8/21/23
47	4	13	2820 S 6000 W Magna, UT	2003	1	JM				576			8/21/23
48	4	14	2820 S 6000 W Magna, UT	1960	1	JM				104			8/21/23
49	5	1	7550 W 4000 S Magna, UT	2001	1	RC				2 KG			8/21/23
50	5	2	7550 W 4000 S Magna, UT	2001	1	JM				4,770			8/21/23
51	5	3	7550 W 4000 S Magna, UT	2001	1	RC				5 MG			8/21/23
52	5	4	7550 W 4000 S Magna, UT	2001	1								8/21/23
53	6	1	8933 W 3500 S Magna, UT	1993	1	RC				4,596			8/21/23
54	6	2	8933 W 3500 S Magna, UT	1987	1	Steel				3,660			8/21/23
55	6	3	8933 W 3500 S Magna, UT	1968	1	Steel				1.5 MG			8/21/23
56	6	4	8933 W 3500 S Magna, UT	1968	1	Steel				500 KG			8/21/23
57	6	5	8933 W 3500 S Magna, UT	2007	1	Frame				180			8/21/23
58	7	1	3320 S 8000 W Magna, UT	2020	1	JM				480			8/21/23
59	7	2	3320 S 8000 W Magna, UT										8/21/23
60	9	1	4700 S 8460 W Magna, UT	2016	1	Concrete				500 KG			8/21/23

Magna Water District

Property Schedule

2024 - 2025

Total No.	Loc. No.	Bld. No.	Property Location	Year Built	No. Stories	Const. Type	Fire Sprinklers	EQ Gas Shut Off	Alarm System	Sq. Ft. / Capacity	EQ Zone	Flood Zone	Date Valued
61	10	1	7664 W 2100 S Magna, UT	2016	1	MNC				3,200			8/21/23
62	11	1	8885 W 3500 S Magna, UT	2016	1	MNC				12,000			8/21/23
63	11	2	8885 W 3500 S Magna, UT	2016	1								8/21/23
64	12	1	2589 S Athena Dr Magna, UT	2021	1	MNC				650			8/21/23
65	13	1	2628 S Twain Dr Magna, UT	2021	1	MNC				650			8/21/23
66	14	1	2608 S Twain Dr Magna, UT	2021	1	MNC				650			8/21/23

Signature

Title

Date



Magna Water District
Inland Marine Schedule
 2024 - 2025

Item #	Year	Description	Serial Number	Department	Value
1		Standby Generator - BIOBROX		Sewer	\$ 43,000
2		Standby Generator - Haynes Well Site Model 4	00664693	Water	\$ 64,000
3	1995	Volvo L-50C Wheel Loader	4V5JCBPF4TR850733	Sewer	\$ 76,000
4	2009	Cat CB34 Roller	CATCBSYA34500325	Water	\$ 38,000
5	2012	Cat 430 E	0SWC00521	Sewer	\$ 108,925
6		6" Pump Diesel		Sewer	\$ 10,000
7		Compressor	NAR10283149	Water	\$ 5,000
8		Ventrex Riding Mower	WWBB1302	Sewer	\$ 20,000
9	2016	Caterpillar 420F Backhoe	CAT0420FKHWC01574	Sewer	\$ 110,000
10	2017	John Deere 544K Wheel Loader	1DW544KZJGF674386	Water	\$ 126,000
11		Ingersol Rand Compressor	306064UKJ221	Water	\$ 20,000
12	2019	Caterpillar Mini Excavator	CAT3055EKCR507916	Water	\$ 72,000
13		Jack Hammer attachment for Mini-Ex	HA605290	Water	\$ 8,350
14		EDR Compressor Quincy	QGS15DT120	Water	\$ 13,000
15	2021	Cat 420-07 Backhoe Loader	CAT0042VH8T00854	Water	\$ 95,900
16	2016	Kubota RTV-X1120, Fisher V-plow, Canopy	19565	Water	\$ 17,975
				Total	\$ 828,150

 Signature

 Title

 Date



Magna Water District

Automobile Schedule

2024 - 2025

Item #	ID	Inv. ID	Year	Make	Model	VIN Number	Class	Department	Other Than Collision	Collision	Cost New
1	10	164384	2007	Chev	3/4 Ton 4x4 Ext Cab	1GCHK29K07E546906	Light Truck	Sewer	\$ 500	\$ 500	\$ 31,600
2		10459	2000	End	Dump Pupp Trailer	5C2DD15C3YM00188	Light Trailer	Water	\$ 500	\$ 500	\$ 16,800
3	52	191483	2013	Ford	450 Camera Van	1FDXE4FS9DDA78965	Heavy Truck	Sewer	\$ 500	\$ 500	\$ 26,000
4	8	173633	2013	Ford	F-550	1FD0W5HT3DEA87729	Heavy Truck	Water	\$ 500	\$ 500	\$ 41,800
5	44	164745	2007	Ford	F-750 Truck	3FRWF75S27V507563	Heavy Truck	Water	\$ 500	\$ 500	\$ 54,650
6	21	166778	2009	GMC	Canyon 4x4	1GTD14E498123450	Light Truck	Water	\$ 500	\$ 500	\$ 33,200
7		10351	1997	Haulmark	Trailer	16HCB101XVU006773	Light Trailer	Water	\$ 500	\$ 500	\$ 16,800
8		10393	1995	Interstate	Flat Bed Trailer	1JKDLA201SA200137	Light Trailer	Water	\$ 500	\$ 500	\$ 16,800
9		10386	1986	Metal	Craft L.E. Trailer Flatbed	1FWF0192GA004751	Light Trailer	Water	\$ 500	\$ 500	\$ 16,800
10	74	167503	2007	Sterling	Dump Truck	2FZMAZCK37AX99905	Heavy Truck	Water	\$ 2,500	\$ 2,500	\$ 115,500
11	45	166363	2007	Sterling	LT9513	2FZHAZDE37AY46313	Heavy Truck	Sewer	\$ 2,500	\$ 2,500	\$ 119,600
12			2013	Spec Tec	AE0385496	1S9EA3823DS188587	Trailer	Sewer	\$ 500	\$ 500	\$ 76,244
13	61		2016	Mack	GU7136	1M2AX07C1GM030994	Heavy Truck	Sewer	\$ 2,500	\$ 2,500	\$ 136,000
14	3	2016-03	2016	Ford	F-350	1FT8W3BT0GED39347	Heavy Truck	Water	\$ 500	\$ 500	\$ 53,835
15	4		2019	Kenworth	T370	2NKHJ7X9JM181820	Heavy Truck	Water	\$ 500	\$ 500	\$ 91,855
16			2018	Kenworth	T880	1XKZD40XXKJ247348	Heavy Truck	Sewer	\$ 2,500	\$ 2,500	\$ 130,039
17			2013	Trail King	Trailer	1TKU02020DR041690	Trailer	Water	\$ 500	\$ 500	\$ 5,500
18	30		2019	Frieghtliner	114SD	3ALHG3FE9LDLE6580		Sewer	\$ 2,500	\$ 2,500	\$ 398,455
19			2022	Trail King	Flat Bed Trailer	1TKU02629NR087818		Water	\$ 500	\$ 500	\$ 14,700
20			2022	Kenworth	T880 Vac Truck	1NKZX4EX8PJ238777			\$ 2,500	\$ 2,500	\$ 602,410
21			2023	Pace	Utility Trailer	5JWPE1424PT046256		Water	\$ 500	\$ 500	\$ 9,266
22			2024	Chevrolet	Equinox	3GNAXUEG3RS113130		Admin	\$ 500	\$ 500	\$ 30,500
23			2024	Chevrolet	Equinox	3GNAXUEG0RS110279		Admin	\$ 500	\$ 500	\$ 30,500
24			2024	Chevrolet	Equinox	3GNAXUEG8RS110272		Admin	\$ 500	\$ 500	\$ 30,500
25			2024	Chevrolet	Equinox	3GNAXUEG3RS110275		Admin	\$ 500	\$ 500	\$ 30,500
26			2024	Chevrolet	Equinox	3GNAXUEG9RS110281		Admin	\$ 500	\$ 500	\$ 30,500
27			2024	Chevrolet	Silverado	1GCUDDDED2RZ104460			\$ 500	\$ 500	\$ 54,416
28		85	2024	Chevrolet	Silverado	1GC4YTE72RF175782			\$ 500	\$ 500	\$ 57,986
29		92	2024	Chevrolet	Silverado	1GC4YTE74RF176836			\$ 500	\$ 500	\$ 57,986
30		63	2024	Chevrolet	Silverado	1GCUDDDED0RZ104411			\$ 500	\$ 500	\$ 54,416
31		69	2024	Chevrolet	Silverado	1GCUDDDED0RZ100827			\$ 500	\$ 500	\$ 54,416
32		81	2024	Chevrolet	Silverado	1GCUDDDED9RZ104701			\$ 500	\$ 500	\$ 54,416
33		78	2024	Chevrolet	Silverado	1GCUDDDED6RZ100895			\$ 500	\$ 500	\$ 54,416
34		76	2024	Chevrolet	Silverado	1GCUDDDED1RZ113859			\$ 500	\$ 500	\$ 54,416
35		79	2024	Chevrolet	Silverado	1GCUDDDEDXRZ114055			\$ 500	\$ 500	\$ 54,416
36		35	2024	Chevrolet	Silverado	1GC4YTE74RF223881			\$ 500	\$ 500	\$ 57,986
37			2024	Chevrolet	Silverado	1GCUDDDED7RZ113798			\$ 500	\$ 500	\$ 54,416
38			2024	Chevrolet	Silverado	1GC4YTE71RF245708			\$ 500	\$ 500	\$ 57,986
										Total	\$ 2,827,626

Signature _____

Title _____



Magna Water District

Driver Schedule

2024 - 2025

Item #	Employee Name	DL #	State Issued	Birthdate	Year Licensed
1	Steven D Clark	****4809	UT	On File	1992
2	Matthew R Skogerboe	****8110	UT	On File	1991
3	Lelsle Fitzgerald	****6229	UT	On File	1983
4	Michelle Boone	****0989	UT	On File	1985
5	Justin A Long	****3399	UT	On File	2002
6	Leland B Lamper	****9034	UT	On File	2000
7	Scott G Beck	****6026	UT	On File	2007
8	Raymond C Mondragon	****3032	UT	On File	1976
9	Clint R Giles	****6891	UT	On File	1985
10	Jon G Davis	****4164	UT	On File	1990
11	Robert A Jaterka III	****2558	UT	On File	1995
12	Virginia B Fish	****3769	UT	On File	1971
13	Neldon Edward Tucker	****8227	UT	On File	1988
14	Bob Batt	****3454	UT	On File	1982
15	Dallas Henline	****0708	UT	On File	1999
16	Travis Rawson	****1414	UT	On File	2002
17	Clinton N Dilley	****3357	UT	On File	1993
18	Mike Harms	****6765	UT	On File	2000
19	Matthew Hunter	****4881	UT	On File	1997
20	Trevor Andra	****1936	UT	On File	1998
21	Mandy Whitmore	****3086	UT	On File	1994
22	Connor McReynolds	****3663	UT	On File	2010
23	Dyllan Delobel	****0959	UT	On File	2008
24	Chet Draper	****3338	UT	On File	2004
25	Lonnie R Thompson	****1112	UT	On File	2002
26	Paul Bird	****7424	UT	On File	2006
27	Kim Cisneros	****4564	UT	On File	1984
28	Andrew Sumsion	****3456	UT	On File	1998
29	Mark Manzanares	****1151	UT	On File	2006
30	Christian Thompson	****7205	UT	On File	2015
31	Eugene Stoff	****9252	UT	On File	2006
32	Gavin Henshaw	****9878	UT	On File	2020

Signature

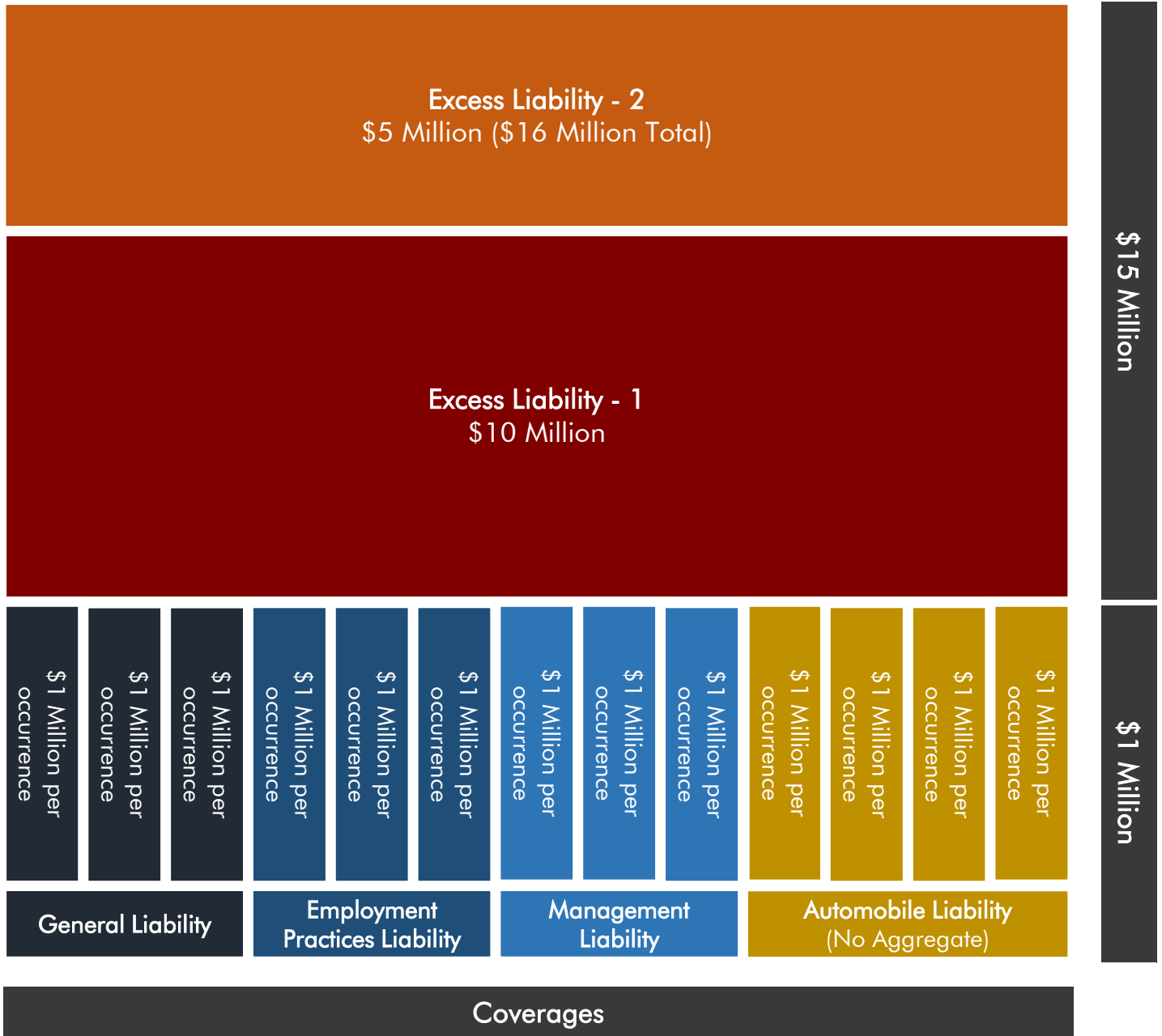
Title

Date

Magna Water District

Liability Program Structure

2024 - 2025

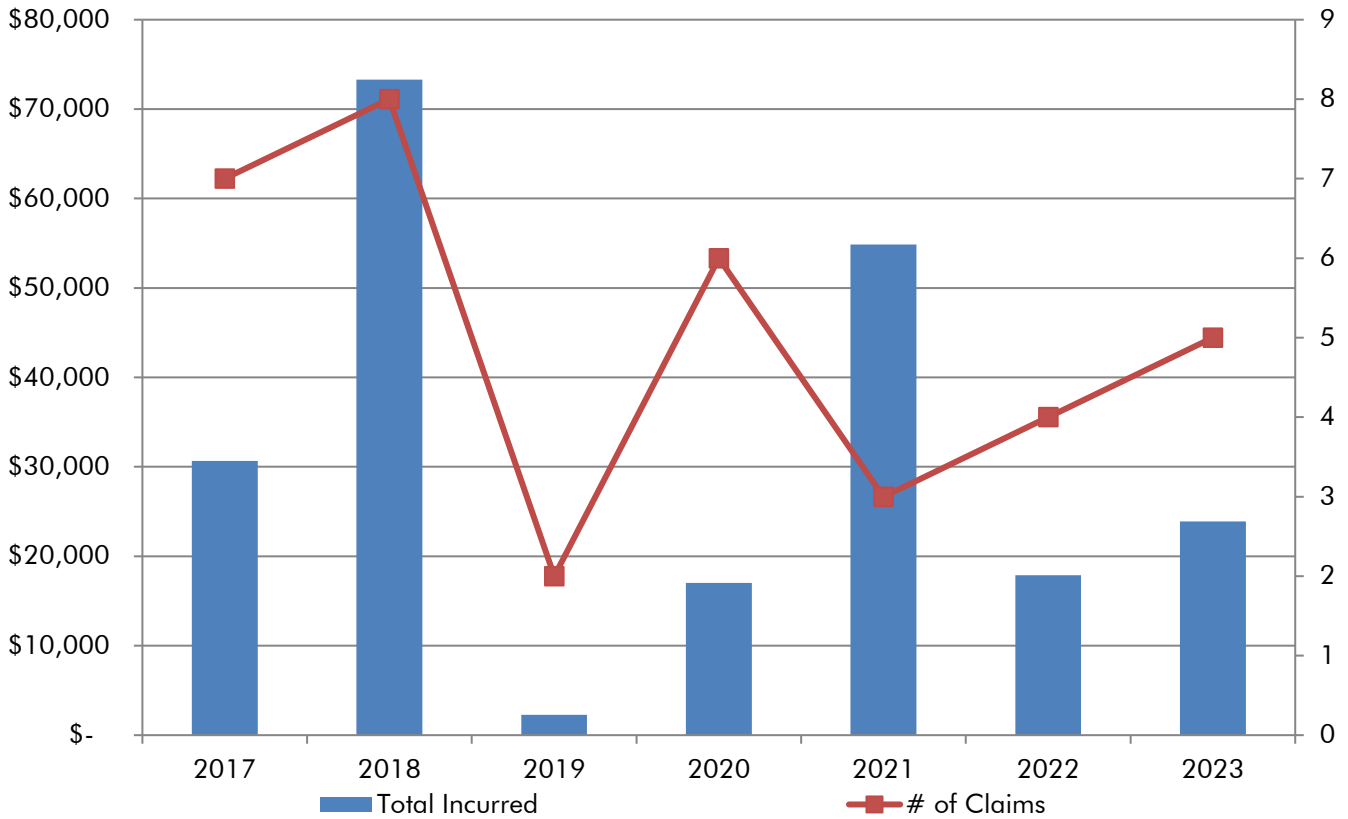


Magna Water District

Loss Summary

2017 - 2023

Year	Total Incurred	# of Claims
2017	\$ 30,673	7
2018	\$ 73,298	8
2019	\$ 2,261	2
2020	\$ 17,017	6
2021	\$ 54,849	3
2022	\$ 17,889	4
2023	\$ 23,899	5



Magna Water District

Premium & Rate Review

2024 - 2025

Coverage	Carrier	2023 - 2024 (Expiring)			Carrier	2024 - 2025 (Renewal)			% of Change		
		Rate	Exposure	Premium		Rate	Exposure	Premium	Rate	Exposure	Premium
Property / Mechanical Breakdown ²	Argonaut (A- XII) 1/1/23 - 1/1/24	0.08	\$ 85,202,000	\$ 72,163	Arch (A+ XV) 1/1/24 - 1/1/25	0.14	\$ 91,022,000	\$ 123,429	60.1%	6.8%	71.0%
Inland Marine ²	Argonaut (A- XII) 1/1/23 - 1/1/24	0.08	\$ 835,650	\$ 700	Arch (A+ XV) 1/1/24 - 1/1/25	0.08	\$ 828,150	\$ 700	0.9%	-0.9%	0.0%
General Liability ²	Argonaut (A- XII) 1/1/23 - 1/1/24	0.17	\$ 17,486,133	\$ 30,481	Argonaut (A- XII) 1/1/24 - 1/1/25	0.16	\$ 20,311,765	\$ 32,115	-9.3%	16.2%	5.4%
Employment Practices Liability ¹	Argonaut (A- XII) 1/1/23 - 1/1/24	78.13	32	\$ 2,500	Argonaut (A- XII) 1/1/24 - 1/1/25	78.13	32	\$ 2,500	0.0%	0.0%	0.0%
Management Liability ⁴	Argonaut (A- XII) 1/1/23 - 1/1/24	57.19	\$ 17,486,133	\$ 1,000	Argonaut (A- XII) 1/1/24 - 1/1/25	49.23	\$ 20,311,765	\$ 1,000	-13.9%	16.2%	0.0%
Automobile Liability / Automobile Physical Damage ²	Argonaut (A- XII) 1/1/23 - 1/1/24	0.62	\$ 2,585,362	\$ 16,034	Argonaut (A- XII) 1/1/24 - 1/1/25	0.66	\$ 2,827,626	\$ 18,779	7.1%	9.4%	17.1%
Excess Liability ²	Argonaut (A- XII) 1/1/23 - 1/1/24	0.09	\$ 17,486,133	\$ 16,500	Argonaut (A- XII) 1/1/24 - 1/1/25	0.08	\$ 20,311,765	\$ 17,000	-11.3%	16.2%	3.0%
Excess Liability - 2 ²	Travelers (A++ XV) 1/1/23 - 1/1/24	0.09	\$ 17,486,133	\$ 15,200	Travelers (A++ XV) 1/1/24 - 1/1/25	0.08	\$ 20,311,765	\$ 16,500	-6.5%	16.2%	8.6%
Crime ¹	Travelers (A++ XV) 1/1/23 - 1/1/24	77.66	32	\$ 2,485	Travelers (A++ XV) 1/1/24 - 1/1/25	77.66	32	\$ 2,485	0.0%	0.0%	0.0%
Fiduciary Liability ³	Travelers (A++ XV) 1/1/23 - 1/1/24	5.81	\$ 434,286	\$ 2,522	Travelers (A++ XV) 1/1/24 - 1/1/25	5.81	\$ 434,286	\$ 2,522	0.0%	0.0%	0.0%
ID Fraud ¹	Travelers (A++ XV) 1/1/23 - 1/1/24	7.81	32	\$ 250	Travelers (A++ XV) 1/1/24 - 1/1/25	7.81	32	\$ 250	0.0%	0.0%	0.0%
Cyber Liability ³	Cowbell Palomar (A- VIII) 1/1/23 - 1/1/24	0.34	\$ 17,486,133	\$ 5,888	Cowbell Palomar (A- VIII) 1/1/24 - 1/1/25	0.28	\$ 20,311,765	\$ 5,629	-17.7%	16.2%	-4.4%

Magna Water District

Premium & Rate Review

2024 - 2025

Coverage	Carrier	2023 - 2024 (Expiring)			Carrier	2024 - 2025 (Renewal)			% of Change		
		Rate	Exposure	Premium		Rate	Exposure	Premium	Rate	Exposure	Premium
Active Shooter ⁴	AXA XL (A XV) 1/1/23 - 1/1/24	1,305.50	\$ 4,000,000	\$ 5,222	AXA XL (A XV) 1/1/24 - 1/1/25	1,305.50	\$ 4,000,000	\$ 5,222	0.0%	0.0%	0.0%
Total / Average				\$ 170,945				\$ 228,131	23.9%	9.6%	33.5%

Per Number¹
 Per 100²
 Per 1,000³
 Per 1,000,000⁴



Magna Water District

Service Plan

2024 - 2025

July	Preliminary Planning Meeting
	Loss Trend Analysis
	Market Review
	Program Design

August	Catastrophic Risk Assessment
	Comprehensive Risk Assessment
	Property / Infrastructure Review

September	Coverage Marketing
	Exposure Review
	Quarterly Stewardship Meeting

October	Coverage Marketing Update
	Risk Control Service
	Underwriter Negotiation

November	Preliminary Proposal Presentation
	Risk Advisory Service
	Underwriting Revisions

December	Final Proposal Presentation
	Quarterly Stewardship Meeting
	Risk Assessment Service

January	Coverage Implementation
	Risk Advisory Service
	Risk Control Service

February	Location Risk Assessment
	Premium Allocation / Audit Support
	Risk Advisory Service

March	Quarterly Stewardship Meeting
	Risk Advisory Service
	Risk Assessment Service

April	Loss Prevention / Hazard Register
	Risk Advisory Service
	Risk Control Service

May	Policy / Endorsement Verification
	Risk Advisory Service
	Risk Assessment Service

June	Annual Risk Report
	Benchmark Reports
	Risk Climate Update

To Be Scheduled / As Needed

Risk Control	Construction / New Operation Review
	Disaster / Continuity Planning
	Enterprise Risk Management (ERM) Implementation
	Fleet Safety / MVR Review
	Regulatory Compliance
Special Event Review	

Risk Assessment	Cyber Risk Assessment
	Environmental Risk Assessment
	HR Policy Support
	Risk Tolerance / Feasibility Studies
	Workers' Compensation Review

Risk Advisory	Contract Review / Verification
	Online Resources
	Risk / Safety Program Support
Training Coordination / Development	

Policy	Attend Client Meetings / Answer Client Questions
	Claim Management
	Endorsement Preparation
	Evidence of Insurance Preparation (Certificates / Auto ID)

BOARD MTG SCHEDULE

PROPOSED/DRAFT

2024

MAGNA WATER DISTRICT REGULAR BOARD MEETING SCHEDULE

January							February							March						
S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	M	T	W	T	F	S
		01	02	03	04	05						01	02						01	02
06	07	08	09	10	11	12	03	04	05	06	07	08	09	03	04	05	06	07	08	09
13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29		24	25	26	27	28	29	30
																				31

April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	01	02	03	04	05	06				01	02	03	04							01
07	08	09	10	11	12	13	05	06	07	08	09	10	11	02	03	04	05	06	07	08
14	15	16	17	18	19	20	12	13	14	15	16	17	18	09	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	01	02	03	04	05	06					01	02	03	01	02	03	04	05	06	07
07	08	09	10	11	12	13	04	05	06	07	08	09	10	08	09	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		01	02	03	04	05						01	02	01	02	03	04	05	06	07
06	07	08	09	10	11	12	03	04	05	06	07	08	09	08	09	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

June 13, 2024 Propose to move to June 6th - due to GFOA Conference & National AWWA Conf June 9 - 13, 2024

June 27, 2024 Propose the possibility of a Special Board Meeting to approve the District's Certified Tax Rate

October 10, 2024 Propose to move to October 3rd - due to the WEFTEC Conference Oct 6 - 9, 2024 &

Caselle Conference on Oct 15 & 16, 2024

**NOTICE OF REGULAR MEETINGS OF
MAGNA WATER DISTRICT
FOR THE CALENDAR YEAR 2024**

The following outlines the dates for regular meetings of the Board of Trustees of the Magna Water District for the calendar year of 2024. All meetings will be held at the District's General Office Building in the Kim Bailey Board Room, located at 8885 West 3500 South, Magna, Utah at 10:00 a.m. Unless specified otherwise.

January 11, 2024

February 8, 2024

March 14, 2024

April 11, 2024

May 9, 2024

June 6, 2024 – 1st Thursday – Conflict with GFOA Conf & National AWWA

June 27, 2024 - Possible Special Board Meeting – Certified Tax Rate

July 11, 2024

August 8, 2024

September 12, 2024

October 3, 2024 – 1st Thursday – Conflict with WEFTEC & Caselle Conf

November 14, 2024

December 12, 2024

(this notice complies with the requirements of Section 52-4-202(2) Utah Code Annotated 1953, as amended.)

MAGNA WATER DISTRICT

LeIsle Fitzgerald, District Clerk

RISK ASSESSMENT

Fraud Risk Assessment

Continued

*Total Points Earned: 325 /395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	Yes	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	Yes	5
b. Procurement?	Yes	5
c. Ethical behavior?	Yes	5
d. Reporting fraud and abuse?	Yes	5
e. Travel?	Yes	5
f. Credit/Purchasing cards (where applicable)?	Yes	5
g. Personal use of entity assets?	Yes	5
h. IT and computer security?	Yes	5
i. Cash receipting and deposits?	Yes	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	No	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	no	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	Yes	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	Yes	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	Yes	20
7. Does the entity have or promote a fraud hotline?	Yes	20
8. Does the entity have a formal internal audit function?	no	20
9. Does the entity have a formal audit committee?	No	20

*Entity Name: MAGNA WATER DISTRICT

*Completed for Fiscal Year Ending: 2023 *Completion Date: 12/05/2023

*CAO Name: CLINT DILLEY *CFO Name: LEISLE FITZGERALD

*CAO Signature: _____ *CFO Signature: _____

*Required

CONFERENCES

2024 CONFERENCES

<u><i>NAME</i></u>	<u><i>DATE</i></u>	<u><i>PLACE</i></u>
1. Rural Water	Feb 26 – March 1, 2024	Dixie Center St. George, UT
2. Utah Water Users	March 18 – 20, 2024	Dixie Center St. George, UT
3. WEAU Conference	April 23 – 26, 2024	Dixie Center, St. George, UT
4. UGFOA Spring Conference	April 8 – 10, 2024	Dixie Center St. George, UT
5. Region 8 Pretreatment Association	May 6 – 10, 2024	Grouse Mountain Lodge Whitefish, MT
6. GFOA Annual Conference	June 9 – 12, 2024	Orlando, FL
7. National AWWA	June 10 - 13, 2024	Anaheim, CA
8. WEFTEC	Oct 5 - 9, 2024	New Orleans, LA
9. Intermountain Section AWWA	???????????, 2024	Unknown – will continue to Follow up on this conference
10. APWA Conference	???????????, 2024	Unknown – will continue to Follow up on this conference
11. Caselle Conference	October 15 - 16, 2024	Salt Lake Palace Convention Center Salt Lake City
12. UASD Annual Conference	November 6 – 8, 2024	Davis Conference Center Layton, UT

