

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, March 12, 2026, at 10:00 am 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 am.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Management Team Present/Excused:

Clint Dilley, General Manager, present
Lelsle Fitzgerald, District Controller, present
Trevor Andra, District Engineer, present
Dallas Henline, Wastewater Operations Manager, present
Andrew Sumsion, HR Manager, present
Steve Clark, Water Operations Manager, present
Dyllan Delobel, Wastewater Service Maintenance

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Don Olsen, Epic Engineering
Doyle Jenkins, Magna Resident
Joel Workman, AQS, Inc
Brittany Montugue, Copper Golf Club
Jared Alba, Copper Golf Club
Tommy Martinez, Magna Resident, 2894 S 9050 W
Mildred Martinez, Magna Resident, 2894 S 9050 W
Ken Price, Magna Resident, 7443 W Dickson Wy
Jeff Beckman, Bowen Collins Associates

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

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

Public Comment: Tommy and Mildred Martinez addressed the board asking about the sewer backup they experienced last month. Mr. Martinez explained he thought the blockage was from the street. Dallas explained that when they took the camera to our mainline, the mainline was clear. They did see the same type of rages and other debris, which came from the Martinez's sewer lateral. The rehab costs are approximately \$35K. Clint felt that the District handled the issue appropriately and determined that the cause of the backup wasn't caused by something in the main. Instead, the blockage was in the lateral. Dallas indicated Mr. Martinez's house sits two or three homes upstream of the manhole that had the debris in it. No issues with any other neighbor, or across the street. The debris the plumber was pulling out of Martinez's floor drain and pushing through the lateral is the same debris they saw downstream

accumulating in the manhole. The debris was never upstream of the Martinez's home. The flow was not obstructed in the manhole. After some discussion, the Board directed Mr. Martinez to have his insurance company to confer with Magna Water's insurance carrier and then report back if there is no coverage. We will contact our insurer and tell them to work with theirs to resolve the issues.

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

Employee Recognition

Gavin Fergulson -Flagger Certification

Dalyn Touhuni – Flagger Certification

Taylor Warner – Flagger Certification

Dyllan Delobel – Health & Wellness Program

Andrew congratulated the above employees and informed the board these accomplishments were achieved. No motion was made, for full discussion please go to board meeting recording beginning at position 26:50 to 31:38.

Approval of Common Consent Items:

Minutes of the regular board meeting held February 12, 2026

Expenses for February 2 to March 1, 2026

General Expenses: \$1,639,951.85

Zions Bank Bond Payment: \$83,530.83

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held February 12, 2026, the general expenses from February 2 to March 1, 2026, and the Zions Bank Bond payment in the amount of \$1,639,951.85 and \$83,530.83; respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following:

Staffing: Construction crew service maintenance position has been offered and accepted, will start March 23, 2026.

Operations – Water: Have been and continue to draining, cleaning and inspecting the drinking water storage tanks. We did run into an issue that Steve and Trevor will provide details to with regards to the painting system in the tank. It was repainted about 5 years ago. They have found the bonding from the 2nd and 3rd coats of the paint is failing. The engineer is going back to the contractor that did the painting 5 years ago. Staff will come back to the Board with more information for repair. The lease agreement with Great Salt Lake Commission has been signed to lease 75% of the District's canal shares in 2026.

Operations – Wastewater: Dallas and Steve have been working on getting the reuse water back into the system for the season. Will be cleaning and flushing the system to have the secondary online and ready for use by April 15, 2026. Dallas has been working on gathering bids to contract out sludge hauling when ET Technologies closes and moves.

Operations – Office: LeIsle completed a drinking consumer fee incentive verification survey, which will be the basis of the new drinking water fee charged by the State.

Communication & Morale: Clint met with Jordan Valley Water Conservancy District General Manger along with Granger Hunter Improvement District. JVWCD has a water budget policy for annexations, and they are looking to move that same policy to existing connections and all other wholesale buyers.

Something that the District may need to look at. If any new development comes to the District when this is passed, the new development will be subject to the policy. The Copper Golf Course is here today and will address the Board under that agenda item.

No action was taken, for full discussion please go to the board meeting recording beginning at position 32:26 to 55:18. Please also see the general manager's report inserted in the board meeting packet.

Chairman requested that Agenda item K2 - Discussion on providing requested secondary water to Copper Club Golf Course, be addressed next.

Discussion on providing requested secondary water to Copper Club Golf Course: Brittany Montugue and Jaren Alba, addressed the board. They noted the course is approaching their 100th anniversary this year, they are the largest green space in Magna, and they need help. The course presented to the Board two options they would like to observe. Under Option 1, the club would connect to the District's reuse system to water the greens. Option 2 would involve constructing a new pipeline to connect to the District's existing main line. The Club would prefer to start with Option 1 and would like to have something in place by May 1. The golf course will research if there are any grants that may help with the course getting hooked to the District's secondary water system. Board gave Management direction to begin putting together costs and things to get this done. Management will bring back to the Board the options the District has to help the Golf Course and what the costs would be, and what the course will have to pay. A motion was made by Jeff White, seconded by Dan Stewart, to move forward with option 1 and to continue to observe Option 2. 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 55:19 to 1:20:17.

Moving on to the initial order of the agenda.

Engineering Report: Trevor reported on ongoing projects. No action was taken, for full discussion, please go to the board meeting recording beginning at position 1:20:18 to 1:25:39. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Steve reported the culinary water production for the month of February was 94.02 million gallons or 288.56 acre feet, an 0.38% decrease from February 2025. We have purchased YTD 60.02-acre feet of water from Jordan Valley Water. Steve reported the total number of call outs for water and wastewater departments for February was 14, and total hours paid was 45.5. No action was taken, for full discussion please go to the board meeting recording beginning at position 1:25:40 to 1:27:25. Please also see the water production report inserted in the board meeting packet.

Wastewater Operations Report:

Magna Water Reclamation Facility Operations Report: Dallas informed the Board that the annual biosolids permit has been filed with the State. February operations are really stable even with the fluctuating temperatures. We have been able to walk the mix liquor suspended solids concentrations in the aeration basins down to 2000. Ammonia levels are stable and getting good nitrification reliability and everything is looking really good. Collections crew is working in downtown Magna, 8800 W block, below 3100 S working their way North to 8400 & Magna Main Str. No action was taken, for full discussion, please go to board meeting recording beginning at position 1:27:26 to 1:29:50. Please also see the wastewater report insert in the board meeting packet.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is compliance with the impact fee report due March 31, 2026 to the State Auditor's Office. The final trial balance was submitted to the Auditors this week. No action was taken, for full discussion, please go to board meeting recording beginning at position 1:29:51 to 1:30:35. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew reported there are 35 out of 36 positions filled now. Trainings coming up are Bi-annual on site CPR training coming up on 23rd of March. Gene Stott getting ready to go to Water Efficient Landscape training with Jordan Valley Water Conservancy District. Team Building for the 2nd quarter for the leads and management meeting coming up in April, and the fire department is coming to the District office for on-site fire extinguisher training end of April. This month's safety topic is Blood Born Pathogens, coinciding with the CPR First Aid training. Conferences that are coming up is Water Users and UGFOA. Succession planning has been started, the manager's answered questions about key positions and needs, the rest of the employees will be given a form to fill out to find out what their interests are in other positions. Annual employee goals for 2026 have been wrapped up, board will review this month. No action was taken, for full discussion please go to the board meeting recording beginning at position 1:34:46 to 1:38:54.

WATER & SEWER AVAILABILITY

Discussion and possible motion to approve the following developments:

SLCE319 Development located at 5750 W 2300 S: A motion was made by Jeff White, seconded by Dan Stewart, to approve water and sewer services to SLCE319 Development located at 5750 W 2300 S . 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 1:30:36 to 1:32:41.

Moody Subdivision Lot 4 located at 2258 S Moody Dr: A motion was made by Jeff White, seconded by Dan Stewart, to approve water and sewer services to Moody Subdivision Lot 4 located at 2258 S Moody Dr. 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 1:32:42 to 1:34:45.

PROJECT AWARDS & AGREEMENTS

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

JUB Task Order for West Side Collection Project 3 design and bidding in the amount of \$190,200: A motion was made by Jeff White, seconded by Dan Stewart, to approve the JUB Task Order for West Side Collection Project 3 design and bidding in the amount of \$190,200. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, Jeff White, yea. For full discussion please go to board meeting recording beginning at position 1:38:55 to 1:40:35.

Easement Agreement with Kennecott for West Side Collection Project 2: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Easement Agreement with Kennecott for the West Side Collection Project 2, in the amount of \$167,730. 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 1:40:36 to 1:44:09.

Annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,500: A motion was made by Jeff White, seconded by Dan Stewart, to approve the annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,500. 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 1:44:10 to 1:48:20.

Lease Agreement with Kennecott for Water Right 59-3198: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Lease Agreement with Kennecott for Water Right 59-3198. 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 1:48:21 to 1:52:12.

SD Easement Agreement to be granted to Construction Waste Management: A motion was made by Jeff White, seconded by Dan Stewart, to approve Trevor and legal counsel to continue to revise and work on this SD Easement Agreement to be granted to Construction Waste Management, to reroute some storm water that runs through their property so they can expand their waste site. Construction Waste Management has approached the District for an easement to go through a portion of the wastewater treatment plant property to pipe the storm water into Kersey Creek. This storm drain pipe will be owned and maintained by Construction Waste Management. 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 1:52:13 to 1:54:44.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Resolution 2026-02 – Approve changes to the District’s Administrative Rules and Regulations as outlined in the Resolution: A motion was made by Jeff White, seconded by Dan Stewart, to approve resolution 2026-02 – Approving changes to the District’s Administrative Rules and Regulations. The District Manager’s maximum amount that can be approved on purchases is changing from \$50,000 to \$100,000, the Junior Executive positions are being added where applicable, and the discrepancy on the tardy language is being corrected. 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 1:54:45 to 1:57:39.

For information and discussion only – no action items:

Legislative Update from Nathan Bracken, Smith Hartvigsen, PLLC:

HB 147 – Require utilities to provide an electronic option to submit forms

HB 296 - Allows for water that is being leased or provided to the Great Salt Lake, to be included in our 40 year plan.

HB 319 - Allowing electronic notarization

HB 325 - GRAMA Amendments

HB 349 – Provides a new process by which you can apply for money from the Board of Water Resources to help increase reservoir capacity.

HB 501 – Bill that was going to require water providers impose a local income tax to help fund infrastructure projects – modified several times, and did not pass.

HB535 - Process by which a public entity has to follow before disposing of properties.

SB 284 - Makes the taxed ADU’s a permitted use, and a 40-year plan required for water exactions by January 1, 2028.

No action was taken, for full discussion please go to board meeting recording beginning at position 1:57:40 to 2:10:24.

Next board meeting – April 9, 2026 at 10:00 am

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205: A motion was made by Jeff White, seconded by Dan Stewart, to take a brief recess and immediately following meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 12:11 pm.

Motion to close the closed meeting and re-open the public board meeting: A motion was made by Dan Stewart, seconded by Jeff White, to close the closed meeting and re-open the public board meeting at 1:15 pm. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea.

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

Motion to immediately meet in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code Ann. § 52-4-204 through 205(1)(a): This closed session was not held.

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 1:15 pm. The motion was approved as follows: Dan Stewart, yea, Mick Sudbury, yea, and Jeff White, yea.

Leo Isle Fitzgerald

Attest

Mick Sudbury

Chairperson



**MAGNA WATER DISTRICT
MEETING PACKET
FOR THE
REGULAR BOARD MEETING
THURSDAY MARCH 12, 2026
10:00 AM**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

Fax(801)250-1452

MARCH 12, 2026
REGULAR BOARD MEETING AGENDA
MAGNA WATER DISTRICT

MEETING DATE: March 12, 2026 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. Employee Recognition

Gavin Ferguson – Flagger Certification

Dalyn Touhuni – Flagger Certification

Taylor Warner – Flagger Certification

Dylan Delobel – Health & Wellness Program

G. Approval of common consent items

1. Minutes of the regular board meeting held February 12, 2026

2. Minutes of the public hearing held February 19, 2026

3. Expenses for February 2 to March 1, 2026

General Expenses: \$1,639,951.85

Zions Bank Bond Payment: \$83,530.83

H. Department Reports:

1. General Manager Report

2. Engineering Report

3. Water Operations Report

4. Wastewater Operations Report
 - Magna Water Reclamation Facility Operations Report
5. Controller/Clerk Report
 - Compliance Requirements Report
6. HR Manager Report

I. Water & Sewer Availability

Discussion and possible motion to approve the following developments:

1. (Trevor) SLCE319 Development located at 5750 West 2300 South
2. (Trevor) Moody Subdivision Lot 4 located at 2258 S Moody Dr

J. Project Awards & Agreements

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

1. (Trevor) JUB Task Order for West Side Collection Project 3 design and bidding in the amount of \$190,200
2. (Trevor) Easement Agreement with Kennecott for West Side Collection Project 2
3. (Dallas) Annual acoustic inspection services with RH Borden for the collection system in the amount of \$64,500
4. (Trevor) Lease Agreement with Kennecott for Water Right 59-3198
5. (Trevor) SD Easement Agreement to be granted to Construction Waste Management

K. Administrative

Discussion and possible motion to approve the following administrative items:

1. (Andrew, LeIsle, Clint) Resolution 2026-02 – Approve changes to the District’s Administrative Rules and Regulations as outlined in the Resolution.
2. (Trevor, Clint) Discussion on providing requested secondary water to Copper Club Golf Course.

For information and discussion only – no action items:

1. Legislative Update from Nathan Bracken, Smith Hartvigsen, PLLC

Next month’s board meeting – April 9, 2026 at 10:00 am

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

MEETING MINUTES

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

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, February 12, 2026, at 10:00 am 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 am.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Management Team Present/Excused:

Clint Dilley, General Manager, present
LeIsle Fitzgerald, District Controller, present
Trevor Andra, District Engineer, present
Dallas Henline, Wastewater Operations Manager, present
Andrew Sumsion, HR Manager, present
Steve Clark, Water Operations Manager, present

Also Present:

Nathan Bracken, Smith Hartvigsen, PLLC
Don Olsen, Epic Engineering
Stockton Denos, AE2S
Doyle Jenkins, Magna Resident
Dan Peay, Magna Resident
Joel Workman, AQS, Inc

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

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

Public Comment: There were none.

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

Employee Recognition

Clint Giles – Completed his Traffic Control Tech Training
Gavin Ferguson – Completed his CDL.
Quinton Gorringer – Completed Water Distribution 1.
Eugene Stott – was awarded the new Facilities Maintenance Position

Andrew congratulated the above employees and informed the board these accomplishments were achieved. No motion was made, for full discussion please go to board meeting recording beginning at position 1:30 to

Approval of Common Consent Items:

Minutes of the regular board meeting held January 8, 2026

Expenses for December 29, 2025 to February 1, 2026

General Expenses: \$1,941,319.33

Zions Bank Bond Payment: \$83,530.83

A motion was made by Dan Stewart, seconded by Jeff White, to approve the minutes of the regular board meeting held January 8, 2026, the general expenses from December 29, 2025, to February 1, 2026, and the Zions Bank Bond payment in the amount of \$1,941,319.33 and \$83,530.83; respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

DEPARTMENT REPORTS

General Manager Report: Clint highlighted the following:

Staffing: Eugene Stott filled the new Facility Maintenance position. The construction crew open position was posted in house, will close next Tuesday. If there is no interest in house, it will be posted outside.

Operations – Water: The crews have been draining and inspecting the drinking water storage tanks. Steve added staff would like to get through all of the tanks this year. We haven't heard back from Great Salt Lake Water Coordinator on leasing the District's canal shares, should be hearing back soon. We are waiting for an agreement.

Operations – Wastewater: The collections crew attended a half day blue stakes training with 811. It teaches the online dashboard and the online portal to the users. It also insures continuity between utility markers and gives the entities and contractors a chance to give feedback to the system. Warranty work on the vactor truck has been completed. Have been cross training with water department employees.

Operations – Office: The new janitorial service started, noticing an improvement in the facilities. Submitted the annual water use data report to the Division of Water Rights. Closed on the 2026 Bond with Division of Drinking Water and Zions Bank, which went well. \$1,600,000 principle forgiveness loan. Potential solution for facilities maintenance with Caselle module "Work Orders".

Communication & Morale: Clint attended a Jordan Valley Water Conservancy District conservation oriented rate structure development meeting with other districts and cities. In regards to their retail customers discussion ideas for billing structures. There is a scheduled meeting with Copper Golf Course to discuss secondary water options. Management has been working on the 2026 performance goals to finalize in March. The 2025 review and look ahead to 2026 flyer was inserted in the February bill.

No action was taken, for full discussion please go to the board meeting recording beginning at position 3:23 to 17:20. Please also see the general manager's report inserted in the board meeting packet.

Engineering Report: Trevor reported on ongoing projects. No action was taken, for full discussion, please go to the board meeting recording beginning at position 17:21 to 19:30. Please also see the engineering insert in the board meeting packet.

Water Operations Report (including water production and call out report): Steve reported the culinary water production for the month of January was 102.89 million gallons or 315.79 acre feet, an 0.80% increase from January 2025. We have purchased YTD 67.30-acre feet of water from Jordan Valley Water. Steve reported the total number of call outs for water and wastewater departments for January was 19, and total hours paid was 124.25. No action was taken, for full discussion please go to the board meeting recording beginning at position 19:43 to 21:23. Please also see the water production report inserted in the board meeting packet.

Wastewater Operations Report:

Magna Water Reclamation Facility Operations Report: Dallas reported January was good for the plant, all regulatory samples are good. The first quarter biomonitoring test passed. There was scheduled preventative maintenance done on the west fine screens and the headworks building. The collections crew are gathering pricing for annual collection system repairs, which will be brought back to the board for approval. The annual sewer line rapid assessment testing is due with SL Rat, will bring a price back to the board for approval. The collections crew is flushing line between 3100 S and 3500 S working their way east from 8400 W to 8000 W. No action was taken, for full discussion, please go to board meeting recording beginning at position 21:34 to 26:38. Please also see the wastewater report insert in the board meeting packet.

Controller Report/Clerk Report:

Compliance Requirements Report: LeIsle reported the District is compliance with legal requirements and internal policies.

4th Quarter Budget vs Actual Financial Report – December 31, 2025 (pre-audit): LeIsle presented the budget vs actual financial report, reporting an overall net income of \$2,877,764 for 2025 before any audit entries. She also reported the operating revenues was above budget revenues by 1.48%, non-operating revenues was under budget by 61.95%, impact fee revenue was under budget by 43.3%, operating expenses was under budget by 16.36%, and non-operating expenses was under budget by .44%.

No action was taken, for full discussion, please go to board meeting recording beginning at position 26:39 to 35:31. Please also see the controller/clerk insert in the board meeting packet.

HR Manager Report:

Andrew indicated he has been in communication with the 4th of July committee from Magna City, they are wondering if they could store a 30’ trailer/float at any of our facilities. The District doesn’t have any facilities that it can be stored at. Andrew replied to the City, that where the District might have room, the environment of the facility is too harsh of an environment to store it in and it’s too much liability for the District. They also wanted to know if the District would use their emergency mobile water trailer at the center location for the parade. Upon discussion, the water trailer may not be needed. If it is needed, the District can supply the water trailer, but it needs to be manned by one of the District’s employees.

Andrew indicated we have employees going to flagger training at the end of the month for certification. Succession planning started this week, managers have answered questions regarding key employees and recognized any risks in their departments. The employees will receive a survey after that. Eugene Stott is registered to attend the qualified water efficient landscaper course to become certified.

No action was taken, for full discussion please go to the board meeting recording beginning at position 35:32 to 42:42.

PROJECT AWARDS & AGREEMENTS

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

Approval of vendor annual purchase amounts:

Polydyne Inc – Polymer Purchases for WWTP	\$130,000
Thatcher Chemicals – Chlorine Purchases for WWTP	\$ 95,000
Thatcher Chemicals – Alum Purchase for WWTP	\$197,000
Thatcher Chemicals – Chlorine Purchases for EDR	\$ 92,000
ET Technologies – Sludge Removal	\$200,000

Chemtech-Ford LLC – WWTP Lab & Testing	\$ 64,600
Eckles Paving – Asphalt Paving Services	\$ 50,000

A motion was made by Jeff White, seconded by Dan Stewart, to approve the above vendor annual purchase amounts for 2025. 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 42:43 to 47:06.

Haynes Well #7 Rehabilitation Project change order from Widdison Turbine Services for additional development in the amount of \$26,262.50: A motion was made by Jeff White, seconded by Dan Stewart, to approve the Haynes Well #7 Rehabilitation Project change order from Widdison Turbine Services for additional development in the amount of \$26,262.50. 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 47:07 to 49:34.

Approval of UASD 2026 Annual Membership Dues in the amount of \$12,608: A motion was made by Jeff White, seconded by Dan Stewart, to approve the UASD annual membership dues in the amount of \$12,608. 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 49:35 to 57:50.

ADMINISTRATIVE

Discussion and possible motion to approve the following administrative items:

Discussion on election notice timing: Clint inquired from the Board clarification on when they would like Management begin noticing the public, outside of legal requirements, of the candidacy period for the trustee election in 2026. The board instructed Management to comply with legal requirements for the noticing. No action was taken, for full discussion please go to board meeting recording beginning at position 57:51 to 1:04:26.

Public Hearing to be held February 19, 2026, to be held at 6:00 pm, to allow public comment on the District’s amended Impact Fee Facilities Plan and the amended Impact Fee Enactment: A motion was made by Jeff White, seconded by Dan Stewart, to hold a public hearing on February 19, 2026 at 6:00 pm at the District Office to allow public comment on the District’s amended Impact Fee Facilities Plan and the amended Impact Fee Enactment. 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 1:04:27 to 1:05:01.

For information and discussion only – no action items:

2026 Legislative Update – Nathan Bracken: Nathan reviewed the following bills in the legislature:

The push this session seems to be geared towards property taxes. There are quite a few property tax reform bills. There is a desire to lessen the property tax burden and move to a fee usage based approach. The concerns for Districts is that it’s easier to bond and use property tax revenue for payments. Not sure how this will come out. This is a record year as far as the number of bills in the legislature this year.

HB184 – Would allow a property owner to essentially propose their own lot specific land use requirement, concern is that it is intended to support starter homes, but the intent is to get a variance for your lot through a more simplistic process rather than get a building permit. Concern is lack of consultation with utilities.

No action was taken, for full discussion please go to board meeting recording beginning at position 1:05:02 to 1:13:12.

Next board meeting – March 12, 2026 at 10:00 am

Board members expressed their appreciation to Management for doing their jobs. Chair expressed his appreciation to Nathan for his counsel and the public for being interested and attending the meetings and for their support.

Motion to take a brief recess and immediately following, meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205: A motion was made by Jeff White, seconded by Dan Stewart, to take a brief recess and immediately following meet in a closed meeting to discuss: (1) the purchase, exchange, lease, or sale of real property, including any form of a water right or water shares, (2) pending or reasonably imminent litigation; and (3) collective bargaining issues pursuant to Utah Code Ann. §§ 52-4-204 through 205. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea at 11:18 am.

Motion to close the closed meeting and re-open the public board meeting: A motion was made by Dan Stewart, seconded by Jeff White, to close the closed meeting and re-open the public board meeting at 12:55 pm. The motion was approved as follows: Dan Stewart, yea and Jeff White, yea.

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

Motion to immediately meet in a closed meeting to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code Ann. § 52-4-204 through 205(1)(a): This closed session was not held.

Other Business: None

Adjourn: Having no further business to discuss, a motion was made by Dan Stewart, seconded by Jeff White, to adjourn the meeting at 12:55 pm. The motion was approved as follows: Dan Stewart, yea, and Jeff White, yea.

Attest

Chairperson

**MINUTES OF THE
PUBLIC HEARING REGARDING THE IMPACT FEE
FACILITY PLAN AND IMPACT FEE ENACTMENTS
OF THE BOARD OF TRUSTEES OF
MAGNA WATER DISTRICT**

A regular meeting of the Board of Trustees of the Magna Water District was held Thursday, February 19, 2026, at 6:00 pm 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 6:00 pm.

Trustees Present:

Mick Sudbury, Chairman
Jeff White
Dan Stewart

Staff Present:

Clint Dilley, General Manager
LeIsle Fitzgerald, Controller
Steve Clark, Water Operations Manager
Trevor Andra, District Engineer
Dallas Henline, Water Operations Manager
Andrew Sumsion, HR Manager

Also Present:

Rachel Valek, Bowen Collins Associates
Andrew McKinnon, Bowen Collins Associates
Doyle Jenkins, Magna Resident

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

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

Motion to adopt the updated 2025 Master plan as presented December 11, 2025: A motion was made by Jeff White, seconded by Dan Stewart, to approve the updated 2025 Master Plan as presented December 11, 2025. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. For full discussion please go to public hearing recording beginning at position 1:08 to 2:29.

Presentation of the water and sewer impact fee facility plan and impact fee enactments:

Rachel and Andrew presented a short slide show to show the impact fee facility plan and the impact fee enactments. The slide show presented that IFFP's primarily identifies project needed to accommodate growth and allocates cost of projects between existing and future users based on who the projects benefit, the Impact Fee Analysis calculates the appropriate impact fee based on information from the IFFP. The proposed impact fee for the District for water is increasing from currently being \$7,743.32 to \$8,296.68 per residential equivalent, this increase is about a 2% increase. The proposed impact fee for the District for water is increasing from currently being

\$4,181.80 to \$4,756.23, this increase is about a 7.5%. No action was taken, for full discussion please go to public hearing recording beginning at position 2:30 to 9:18.

Discussion of updates to Addendum N of the District’s Administrative Rules and Regulations related to impact fees: Trevor presented to the Board the proposed changes to Addendum N of the District’s Administrative Rules and Regulations that is related to impact fees and how the District administers the impact fees. Proposed changes to Addendum N include how the impact fee is administered to different lot sizes, indoor and outdoor usage, and different types of landscaping. The annual water average daily demand of 582 gpd will be used for residential equivalent from 513 gpd currently. The annual sewer average daily demand of 231.6 gpd will be used for residential equivalent from 246.7 gpd currently. No action was taken, for full discussion please go to public hearing recording beginning at position 9:19 to 20:40.

Doyle Jenkins asked if the District had a different rate structure for residential vs commercial connections.

Clint replied, the rate structure is the same however the difference is in the number of residential equivalents the commercial connections are billed for.

For full discussion please go to public hearing recording beginning at position 20:41 to 24:37.

Verification that legal notification requirements have been met regarding the Impact Fee Facility Plan and Impact Fee Enactment: Jeff White read the following to confirm the District complied with notification requirements:

Notice of this public hearing was placed on the Public Meeting Notice Website on 02/09/2026, on the District’s website on 02/05/2026. The public meeting notice, the Resolution 2026-01, the water and sewer impact fee facility plans and the water and sewer impact fee enactments have been available for public inspection at the Magna Library, District Office, and an electronic copy on the District’s website since 02/05/2026. All requirements for notice of this public hearing were duly given according to Utah law.

AMENDED IMPACT FEE FACILITIES PLAN

Open Public comment period regarding the impact fee facility plan: A motion was made by Jeff White, seconded by Dan Stewart, to open the public comment period regarding the impact fee facility plans. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea, at 6:26 pm.

Doyle Jenkins asked if the impact fee was per unit.

Clint Dilley answered yes, it is per unit.

Close public comment period regarding the impact fee facility plan: A motion was made by Jeff White, seconded by Dan Stewart, to close the public comment period regarding the impact fee facility plans. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea, at 6:27 pm.

AMENDED IMPACT FEE ENACTMENT

Open Public comment period regarding the impact fee facility plan: A motion was made by Jeff White, seconded by Dan Stewart, to open the public comment period regarding the impact fee enactment. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea, at 6:29 pm

Doyle Jenkins asked if Magna Water District’s impact fee was the cheapest.

Jeff answered, regardless if it’s the cheapest or not, the law specifically states that each entity go through the master plan and IFFP process to calculate it’s own impact fee. The impact fee is based on entity specific projects that will accommodate growth, so it is hard to compare.

Close public comment period regarding the impact fee facility plan: A motion was made by Jeff White, seconded by Dan Stewart, to close the public comment period regarding the impact fee enactment. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea, at 6:30 pm.

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

Motion to approve Resolution 2026-01 2026 Impact Fee Resolution to adopt the IFFP & IFA for water and sewer impact fees and the portion of Addendum N regarding impact fee administration: A motion was made by Jeff White, seconded by Dan Stewart, to approve Resolution 2026-01 – 2026 Impact Fee Resolution to adopt the IFFP & IFA for water and sewer impact fees and the portion of Addendum N regarding impact fee administration. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

The new impact fee will be imposed 90 days after this adoption.

Adjourn: Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart, to adjourn the meeting at 6:31 am. The motion was approved as follows: Dan Stewart, yea, Jeff White, yea, and Mick Sudbury, yea.

Attest

Chairperson

INVOICE PAYMENTS

MAGNA WATER DISTRICT

INVOICE PAYMENTS

2/2/2026 to 3/01/2026

Check Issue Date	Payee	Amount	Description
2/2/2026	RICOH USA , INC	274.94	PRINTER AT ADMINISTRATION OFFICE
2/3/2026	AMERITAS LIFE INSURANCE CORP	2,330.07	INSURANCE
2/3/2026	FERGUSON WATERWORKS #1616	610.00	STOCK PARTS
2/3/2026	FERGUSON WATERWORKS #1616	180.12	SEWER MANHOLE HOOKS
2/3/2026	GRAINGER	261.91	SQUEEGEES FOR TANK & AIR FITTINGS FOR EDR
2/3/2026	GRAINGER	306.90	SQUEEGEES FOR TANK & AIR FITTINGS FOR EDR
2/3/2026	GRAINGER	80.68	TRAFFIC SAFETY CONES & SERVICE TOOLS
2/3/2026	GRAINGER	407.42	TRAFFIC SAFETY CONES & SERVICE TOOLS
2/3/2026	GRAINGER	424.27	TRAFFIC SAFETY CONES & SERVICE TOOLS
2/3/2026	LOUMIS CDL TESTING	1,575.00	CDL TRAINING
2/3/2026	MID ATLANTIC TRUST COMPANY	4,072.96	401(K)
2/3/2026	O'REILLY	46.78	BELT TENSIONER- #21
2/3/2026	O'REILLY	484.31	MECHANIC SHOP SUPPLIES
2/3/2026	ROCKY MOUNTAIN POWER CO.,	9.79	POWER WWTP ADMIN BLDG
2/3/2026	RULON HARPER CONSTRUCTION, INC	373.56	GRAVEL & ROADBASE FOR REPAIRS
2/3/2026	RULON HARPER CONSTRUCTION, INC	595.44	GRAVEL & ROADBASE FOR REPAIRS
2/3/2026	RULON HARPER CONSTRUCTION, INC	903.00	GRAVEL & ROADBASE FOR REPAIRS
2/3/2026	RURAL WATER ASSOCIATION OF UT.	1,796.00	MEMBERSHIP
2/3/2026	SAFETY-KLEEN SYSTEMS, INC.	456.34	WASHER SOLVENT & USED OIL SERVICE- MECHANIC SHOP
2/3/2026	VESTIS	58.38	EDR UNIFORMS
2/3/2026	VESTIS	27.32	EDR MATS
2/3/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
2/3/2026	VESTIS	76.69	SHOP UNIFORMS
2/3/2026	VESTIS	247.49	WWTP UNIFORMS
2/3/2026	VESTIS	58.38	EDR UNIFORMS
2/3/2026	VESTIS	27.32	EDR MATS
2/3/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
2/3/2026	VESTIS	76.69	SHOP UNIFORMS
2/3/2026	VESTIS	58.38	EDR UNIFORMS
2/3/2026	VESTIS	27.32	EDR MATS
2/3/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
2/3/2026	VESTIS	76.69	SHOP UNIFORMS
2/3/2026	VESTIS	247.49	WWTP UNIFORMS
2/3/2026	VESTIS	58.38	EDR UNIFORMS
2/3/2026	VESTIS	36.04	EDR SUPPLIES & MATS
2/3/2026	VESTIS	121.70	ADMIN OFFICE MATS & SUPPLIES
2/3/2026	VESTIS	103.10	SHOP UNIFORMS
2/3/2026	VESTIS	249.86	WWTP UNIFORMS
2/4/2026	ROCKY MOUNTAIN POWER CO.,	33,114.70	POWER WWTP OPERATIONS
2/5/2026	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
2/5/2026	ARDURRA	1,147.50	MWD 2023 GIS SERVICES
2/5/2026	BD BUSH EXCAVATION	115,424.00	MAGNA WESTSIDE COLLECTION PROJECT
2/5/2026	BOWEN COLLINS & ASSOCIATES	9,800.75	MWD MASTER PLANNING, IMPACT FEE & RATE STUDIES
2/5/2026	BOWEN COLLINS & ASSOCIATES	40,027.01	MWD WRF OPERATIONS BUILDING PROJECT
2/5/2026	BOWEN COLLINS & ASSOCIATES	9,284.75	DEMONSTRATION GARDEN UPGRADES
2/5/2026	EVERGREEN BUSINESS SOLUTIONS	283.55	LETTERHEAD
2/5/2026	GRANITE CONSTRUCTION	3,078.00	ASPHALT FOR REPAIRS
2/5/2026	HARRINGTON INDUSTRIAL PLASTICS	440.65	PVC PARTS FOR REPAIR- EDR
2/5/2026	HARRINGTON INDUSTRIAL PLASTICS	116.17	PARTS TO REPAIR LEAK- FINE SCREEN ROOM- WWTP
2/5/2026	HARRINGTON INDUSTRIAL PLASTICS	244.15	PVC PARTS FOR REPAIR- EDR
2/5/2026	HORROCKS	1,420.50	MWD - HAYNES WELL 8 REPLACEMENT
2/5/2026	IGES, INC.	1,018.35	MAGNA WRF INFLUENT - MATERIALS TESTING
2/5/2026	LEVERAGE IT SOLUTIONS	3,675.00	STANDARD SUPPORT - JANUARY 2026
2/5/2026	REGENCE BCBS OF UTAH	23,765.52	INSURANCE
2/5/2026	ROCKY MOUNTAIN MEDICAL CLINIC	65.00	DOT PHYSICAL
2/5/2026	SEBIS DIRECT, INC	1,117.20	PROCESS OF MONTHLY BILLINGS
2/5/2026	SEBIS DIRECT, INC	1,280.52	JANUARY 2026 BILLING INSERT
2/5/2026	SOUTHERN TIRE MART	872.00	TIRES- #91
2/5/2026	THATCHER COMPANY	10,444.83	CHEMICALS
2/5/2026	THATCHER COMPANY	1,105.00	CHEMICALS
2/5/2026	THATCHER COMPANY	7,877.70	CHEMICALS
2/5/2026	THATCHER COMPANY	(5,000.00)	CHEMICALS
2/5/2026	THE SALT LAKE TRIBUNE	113.00	LEGAL AD
2/5/2026	WIDDISON TURBINE SERVICE	26,262.50	HAYNES WILL #7 REHABILITATION PROJECT
2/10/2026	ALLSTATE	478.27	INSURANCE
2/10/2026	PURCHASE POWER	250.00	POSTAGE
2/10/2026	UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	UNION HEALTH & WELFARE
2/10/2026	WESTERN CONF TEAMSTERS PENSION	42,087.64	UNION PENSION CONTRIBUTION
2/11/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	38,398.00	MAGNA WTP STORAGE TANK
2/11/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	2,246.50	LEAD & COPPER RULE REVISION SUPPORT

MAGNA WATER DISTRICT

INVOICE PAYMENTS

2/2/2026 to 3/01/2026

Check Issue Date	Payee	Amount	Description
2/11/2026	ADVANCED ENGINEERING & ENVIR. SERVICES	4,412.76	MWD ONGOING I&C SERVICES
2/11/2026	CHEMTECH-FORD, LLC	952.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	640.00	WATER LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	174.00	PERCHLORATE SAMPLING
2/11/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	32.00	WATER LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	661.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	32.00	WATER LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	640.00	WATER LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	925.00	WWTP LAB & TESTING
2/11/2026	CHEMTECH-FORD, LLC	640.00	WATER LAB & TESTING
2/11/2026	CORRIO CONSTRUCTION, INC.	459,344.52	WRF INFLUENT PROJECT
2/11/2026	E.T. TECHNOLOGIES, INC	1,157.32	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,923.74	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,517.24	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,552.49	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,598.29	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,182.23	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	2,361.96	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	2,139.19	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	750.82	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,879.69	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	1,477.99	SLUDGE REMOVAL
2/11/2026	E.T. TECHNOLOGIES, INC	2,030.47	SLUDGE REMOVAL
2/11/2026	EPIC ENGINEERING, P.C.	38,498.63	ZONE 3 SECONDARY WATER RESERVOIR
2/11/2026	EPIC ENGINEERING, P.C.	2,023.50	MAGNA GENERAL ENGINEERING
2/11/2026	EPIC ENGINEERING, P.C.	27,694.00	ZONE 3 SECONDARY WATER RESERVOIR
2/11/2026	EPIC ENGINEERING, P.C.	319.50	MAGNA GENERAL ENGINEERING
2/11/2026	GORRINGE, QUINTON T	339.00	REIMBURSEMENT FOR EXAM & BONUS
2/11/2026	HORROCKS	334.00	MWD - HAYNES WELL 8 REPLACEMENT
2/11/2026	JUB ENGINEERS, INC.	9,994.20	MAGNA WESTSIDE COLL. SYSTEM IMPROVEMENT PROJECT 2
2/11/2026	MTN POINT LANDWORKS	1,800.00	REFUND OF HYDRANT DEPOSIT
2/11/2026	NEWMAN CONSTRUCTION	302,301.06	ZONE 3 SECONDARY WATER STORAGE RESERVOIR
2/11/2026	PYE-BARKER FIRE & SAFETY	197.24	REPAIR DOOR CONTACTS FOR ALARM- EDR
2/11/2026	PYE-BARKER FIRE & SAFETY	1,632.00	ANNUAL MONITORING- EDR
2/11/2026	RASMUSSEN EQUIPMENT COMPANY	830.50	STEERING HANDLE & FUEL TANK - #41
2/11/2026	RICOH USA , INC	275.54	COPIER ADMINISTRATIVE OFFICE
2/11/2026	SKM INC.	731.33	SCADA MAINTENANCE- SEWER
2/11/2026	SKM INC.	77.50	SCADA MAINTENANCE/SUPPORT WATER
2/11/2026	STANTEC CONSULTING SERVICES INC.	15,397.66	MAGNA INFLUENT PROJECT PHASE 3 - ENGINEERING SERVICES
2/11/2026	STANTEC CONSULTING SERVICES INC.	2,438.50	ENG. SERVICES PROJECT 1-B ENG SERVICES DURING CONST.
2/11/2026	SUMSION, ANDREW	688.95	PER DIEM & MILEAGE- RUAL WATER ANNUAL CONF 2026
2/11/2026	THATCHER COMPANY	8,342.66	CHEMICALS
2/11/2026	THATCHER COMPANY	10,377.77	CHEMICALS
2/11/2026	THATCHER COMPANY	(5,000.00)	CHEMICALS
2/11/2026	TUCKER, NELDON EDWARD	824.95	PER DIEM & MILEAGE- RURAL WATER ANNUAL CONF 2026
2/11/2026	ZIONS BANK PUBLIC FINANCIAL SVS	154,500.92	COMMERCIAL LOAN PAYMENT
2/12/2026	AMAZON CAPITAL SERVICES	93.27	JANITORIAL SUPPLIES- OFFICE
2/12/2026	AMAZON CAPITAL SERVICES	90.93	PALLET JACK LOAD WHEELS
2/12/2026	AMAZON CAPITAL SERVICES	119.80	LIFTMASTER OPENERS
2/12/2026	AMAZON CAPITAL SERVICES	24.53	DRAIN COVER- METER ROOM
2/12/2026	CLINT DILLEY	688.95	PER DIEM & MILEAGE- RURAL WATER ANNUAL CONF 2026
2/12/2026	HACH COMPANY	235.12	CHLORINE REAGEN
2/12/2026	LOWE'S	284.78	MISC SUPPLIES- WWTP
2/12/2026	LOWE'S	152.10	MISC SUPPLIES- SHOP
2/12/2026	LOWE'S	345.78	MISC SUPPLIES- SHOP
2/12/2026	OSINC, INC	194.99	UNIFORM BOOT
2/12/2026	OSINC, INC	350.00	UNIFORM BOOT
2/12/2026	WHEELER MACHINERY CO	16,250.00	TRACK LOADER LEASE
2/17/2026	HUBER TECHNOLOGY	981.36	PROXIMITY SWITCHES- STEP SCREENS- WWTP
2/17/2026	MID ATLANTIC TRUST COMPANY	4,072.96	401(K)
2/19/2026	AIRGAS USA, LLC - CENTRAL DIVISION	78.00	ACETYLENE & OXYGEN RENTAL CYLINDERS
2/19/2026	AIRGAS USA, LLC - CENTRAL DIVISION	6.00	ARGON RENTAL CYLINDER
2/19/2026	AIRGAS USA, LLC - CENTRAL DIVISION	51.17	NITROGEN GAS REFILL - #52

MAGNA WATER DISTRICT
INVOICE PAYMENTS
2/2/2026 to 3/01/2026

Check Issue Date	Payee	Amount	Description
2/19/2026	AIRGAS USA, LLC - CENTRAL DIVISION	(23.52)	NITROGEN GAS REFILL - #52
2/19/2026	CHEMTECH-FORD, LLC	623.00	WWTP LAB & TESTING
2/19/2026	CHEMTECH-FORD, LLC	534.00	WWTP LAB & TESTING
2/19/2026	CHEMTECH-FORD, LLC	657.00	WWTP LAB & TESTING
2/19/2026	CINTAS 1ST AID	70.99	WWTP ADMIN BLDG FIRST AID CABINET
2/19/2026	CINTAS 1ST AID	73.77	WWTP CABINET FIRST AID CABINET
2/19/2026	CINTAS 1ST AID	77.74	ADMIN OFFICE FIRST AID CABINET
2/19/2026	CINTAS 1ST AID	156.08	SHOP CABINET FIRST AID CABINET
2/19/2026	E.T. TECHNOLOGIES, INC	1,754.85	SLUDGE REMOVAL
2/19/2026	E.T. TECHNOLOGIES, INC	1,837.15	SLUDGE REMOVAL
2/19/2026	ENBRIDGE GAS	301.77	GAS 3291 S 8000 W
2/19/2026	ENBRIDGE GAS	5,783.02	GAS 6850 W 2820 S
2/19/2026	ENBRIDGE GAS	950.47	GAS 6026 PARKWAY BLVD
2/19/2026	ENBRIDGE GAS	1,814.54	GAS 8931 W 3500 S
2/19/2026	ENBRIDGE GAS	11,286.63	GAS 7650 W 2100 S
2/19/2026	ENBRIDGE GAS	984.69	GAS 8885 W 3500 S
2/19/2026	HACH COMPANY	549.98	LAB SUPPLIES- WWTP
2/19/2026	HACH COMPANY	206.08	LAB SUPPLIES- WWTP
2/19/2026	HACH COMPANY	3,214.56	LAB SAMPLES REFRIDGERATOR
2/19/2026	JORDAN VALLEY WATER	32,165.03	WATER DELIVERIES
2/19/2026	ROCKY MOUNTAIN MEDICAL CLINIC	65.00	DOT PHYSICAL
2/19/2026	ROCKY MOUNTAIN POWER CO.,	21,740.70	POWER BARTON 1 & 2
2/20/2026	ROCKY MOUNTAIN POWER CO.,	104.57	POWER 3500 S TANKS
2/20/2026	ROCKY MOUNTAIN POWER CO.,	95.39	POWER BACCHUS TANKS
2/20/2026	ROCKY MOUNTAIN POWER CO.,	97.66	POWER SECONDARY RES PUMP
2/20/2026	ROCKY MOUNTAIN POWER CO.,	6,637.74	POWER 4120 S 8400 W
2/20/2026	ROCKY MOUNTAIN POWER CO.,	343.61	POWER CEMENT BLDG SHOP
2/20/2026	ROCKY MOUNTAIN POWER CO.,	1,921.07	POWER SECONDARY RES PUMP
2/20/2026	ROCKY MOUNTAIN POWER CO.,	11.86	POWER SHALLOW WELLS
2/23/2026	POLYDYNE INC	14,140.17	CHEMICALS
2/23/2026	WORKERS COMPENSATION FUND OF U	393.00	WORKERS COMP INSURANCE
2/23/2026	WORKERS COMPENSATION FUND OF U	1,735.80	WORKERS COMP INSURANCE
2/24/2026	ROCKY MOUNTAIN POWER CO.,	98.50	POWER SHALLOW WELLS
2/26/2026	OSINC, INC	194.99	UNIFORM BOOT
2/26/2026	PITNEY BOWES GLOBAL FINAN SERVICES LLC	200.46	LEASE OF POSTAGE MACHINE
2/26/2026	ROCKY MOUNTAIN POWER CO.,	1,197.82	POWER BOOSTER STATION
2/26/2026	ROCKY MOUNTAIN POWER CO.,	1,785.62	POWER HAYNES WELLS
2/26/2026	SMITH HARTVIGSEN, PLLC	1,997.50	GENERAL LEGAL MATTERS
2/26/2026	SMITH HARTVIGSEN, PLLC	96.00	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER
2/26/2026	SMITH HARTVIGSEN, PLLC	577.50	LEGISLATIVE MATTERS
3/1/2026	THE LINCOLN NATIONAL LIFE	987.12	INSURANCE
		\$ 1,639,591.85	

VENDOR NAME	AMOUNT	YTD Totals
ADVANCED ENGINEERING & ENVIR. SERVICES	45,057.26	66,028.49
AIRGAS USA, LLC - CENTRAL DIVISION	111.65	195.65
ALLSTATE	478.27	956.54
AMAZON CAPITAL SERVICES	328.53	718.01
AMERITAS LIFE INSURANCE CORP	2,330.07	4,660.14
AQS ENVIRONMENTAL SCIENCE	2,000.00	2,000.00
ARDURRA	1,147.50	3,682.50
BD BUSH EXCAVATION	115,424.00	115,424.00
BOWEN COLLINS & ASSOCIATES	59,112.51	99,652.75
CHEMTECH-FORD, LLC	10,617.00	15,275.00
CINTAS 1ST AID	378.58	1,034.01
CLINT DILLEY	688.95	688.95
CORRIO CONSTRUCTION, INC.	459,344.52	872,955.99
E.T. TECHNOLOGIES, INC	23,163.43	34,230.46
ENBRIDGE GAS	21,121.12	32,488.21
EPIC ENGINEERING, P.C.	68,535.63	68,535.63
EVERGREEN BUSINESS SOLUTIONS	283.55	283.55
FERGUSON WATERWORKS #1616	790.12	790.12
GORRINGE, QUINTON T	339.00	339.00
GRAINGER	1,481.18	2,591.56
GRANITE CONSTRUCTION	3,078.00	3,078.00
HACH COMPANY	4,205.74	5,933.87
HARRINGTON INDUSTRIAL PLASTICS	800.97	800.97
HORROCKS	1,754.50	1,754.50
HUBER TECHNOLOGY	981.36	981.36
IGES, INC.	1,018.35	2,881.35
JORDAN VALLEY WATER	32,165.03	64,823.62
JUB ENGINEERS, INC.	9,994.20	37,498.40
LEVERAGE IT SOLUTIONS	3,675.00	6,225.00
LOUMIS CDL TESTING	1,575.00	3,150.00
LOWE'S	782.66	782.66
MID ATLANTIC TRUST COMPANY	8,145.92	20,432.13
MTN POINT LANDWORKS	1,800.00	1,800.00
NEWMAN CONSTRUCTION	302,301.06	876,948.79
O'REILLY	531.09	531.09
OSINC, INC	739.98	894.97
PITNEY BOWES GLOBAL FINAN SERVICES LLC	200.46	200.46
POLYDYNE INC	14,140.17	28,280.34

VENDOR NAME	AMOUNT	YTD Totals
PURCHASE POWER	250.00	701.50
PYE-BARKER FIRE & SAFETY	1,829.24	8,513.24
RASMUSSEN EQUIPMENT COMPANY	830.50	877.20
REGENCE BCBS OF UTAH	23,765.52	49,110.83
RICOH USA , INC	550.48	891.81
ROCKY MOUNTAIN MEDICAL CLINIC	130.00	260.00
ROCKY MOUNTAIN POWER CO.,	67,159.03	134,588.72
RULON HARPER CONSTRUCTION, INC	1,872.00	3,357.24
RURAL WATER ASSOCIATION OF UT.	1,796.00	1,796.00
SAFETY-KLEEN SYSTEMS, INC.	456.34	456.34
SEBIS DIRECT, INC	2,397.72	7,768.87
SKM INC.	808.83	808.83
SMITH HARTVIGSEN, PLLC	2,671.00	5,889.50
SOUTHERN TIRE MART	872.00	1,022.00
STANTEC CONSULTING SERVICES INC.	17,836.16	27,840.53
SUMSION, ANDREW	688.95	688.95
THATCHER COMPANY	28,147.96	49,381.19
THE LINCOLN NATIONAL LIFE	987.12	3,294.24
THE SALT LAKE TRIBUNE	113.00	113.00
TUCKER, NELDON EDWARD	824.95	824.95
UTAH-IDAHO TEAMSTERS SECURITY FUND	41,836.50	83,673.00
VESTIS	1,916.33	4,762.46
WESTERN CONF TEAMSTERS PENSION	42,087.64	68,650.04
WHEELER MACHINERY CO	16,250.00	16,250.00
WIDDISON TURBINE SERVICE	26,262.50	26,262.50
WORKERS COMPENSATION FUND OF U	2,128.80	7,332.08
ZIONS BANK PUBLIC FINANCIAL SVS	154,500.92	154,500.92
TOTALS	1,639,591.85	3,039,144.01

**MAGNA WATER DISTRICT
 ZIONS BANK BOND PAYMENT
 2/2/2026 - 3/1/2026**

Check Issue Date	Payee	Amount	Description
2/5/2026	ZIONS FIRST NATIONAL BANK	83530.83	5436869-BOND SER 2013
		\$ 83,530.83	

MANAGER'S REPORT



MEMO

TO: MWD Board of Directors
FROM: Clint Dilley, P.E., General Manager
DATE: 03/04/26 (March 12th Board Meeting)
RE: Report and Discussion from General Manager

PURPOSE OF MEMO

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

REPORT FROM GENERAL MANAGER

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

STAFFING

- Water Operations
 - Reviewing resumes & scheduling interviews for Service Maintenance position for water construction crew
- Office
 - Customer Service/Accounts Payable Clerk put in 2 week notice with last day on March 20th. Open position will be posted in house on 3/5/26.

OPERATIONS

- Water Operations
 - Crews continue work on draining, cleaning & inspecting drinking water storage tanks
 - SCADA changes & back up level sensor complete for Zone 3 tank to improve redundancy
 - Lease agreement has been signed with office of GSL Commissioner Irrigation Season Leasing program to lease of 75% of canal shares for 2026
 - GM, WOM, DE, & HR MGR reviewing & evaluating cross connection/backflow prevention program
- WWTP Operations
 - WWOM & WOM will coordinate start up of reuse pump station in March to start filling & cleaning of secondary water system
 - WWOM evaluating bids for contracting out sludge hauling when ET Technologies closes current location
 - WWOM submitted annual biosolids report to the DWQ

- Working on cross training some of water guys on collection work

- Office
 - Controller completed DDW Consumer Fee Incentive Verification Survey which will be the basis for the new DDW fee calculation to be implemented in FY 2028
 - CPR Training planned for March 23rd through 25th
 - Controller completed work order program demo from Caselle & recommended implementation to improve work flow/efficiency/documentation
 - Office met with Yoppify on AMI customer access portal

- Delinquent accounts
 - January 2026
 - Accounts that are delinquent: 717
 - Total of all delinquent accounts: \$238,996.73
 - Average delinquent account balance: \$333.33
 - Pink notices sent out = 296
 - Pink notices were 58% effective
 - Red notices were 91% effective as of 1/31/26

 - December 2025
 - Accounts that are delinquent: 778
 - Total of all delinquent accounts: \$279,319.71
 - Average delinquent account balance: \$359.02
 - Pink notices sent out = 301
 - Pink notices were 67% effective
 - Red notices were 93% effective as of 12/24/25

 - November 2025
 - Accounts that are delinquent: 893
 - Total of all delinquent accounts: \$328,628.42
 - Average delinquent account balance: \$368.00
 - Pink notices sent out = 305
 - Pink notices were 62% effective
 - Red notices were 94% effective as of 11/26/25

COMMUNICATION & MORALE

- Continue working toward improving communication w/ board members & community partners
 - GM met with GHID & JWCDC to discuss JWCDC's proposed Water Budget Policy on 3/4/26
 - Several coordination meetings with City/MSD on 4100 South road/waterline coordination
 - Met w/ golf course board on 2/18/26 to discuss secondary water options
- Work to improve communication & morale with employees
 - Draft goals submitted for board review in March board meeting
 - Employee succession planning to begin next week
- Work to improve communication with customers
 - Plan on drafting water picture flyer in March/April to send out to customers for upcoming irrigation season

- Thorough and prompt response to customer concerns and complaints
 - None to report

ENGINEERING REPORT

Engineering Report (Updated 03/05/26)

Capital and General Engineering Projects

- 8800 West Water line Project
 - Postponed till later date
- 7200 W and 3100 S Secondary Water Project
 - Plan to construct spring 2026
- **Influent Pump Station**
 - Processing submittals and RFI's
 - **Grit Building: working on mechanical, electrical and new piping from headworks.**
 - **Pump Station: Screw Pumps set, working on grout in channel and power to pumps.**
 - **Continuing site piping, manholes and conduit runs.**
- WWTP Facility Plan Update
 - Approved
- **Haynes Well #8 Replacement**
 - Well drilling and casing design complete
 - Pump house design complete
 - Working on paperwork and agreement for \$1.31 million grant
 - Submitted work plan and cost estimate to EPA for review
 - Resubmitted work plan and CatEx for final approval
 - **Bidding well drilling this month. Bids Due March 23rd.**
- West Side Collection Phase 1B Project
 - SR-201 bore on hold until fiber is relocated
 - Working on drawings and with UDOT to find an approved contractor.
 - **Survey and potholing for fiber complete. Working on new fiber design.**
- West Side Collection Phase 2 Project
 - 95% design complete
- **Change House**
 - **Approaching 90%**
- **Zone 3 Secondary Water Reservoir**
 - **Construction is ongoing, working primarily on pipeline and perforated drainpipe in pond.**
- **Lead and Copper Service Line Replacement**
 - **Construction starting.**
 - **Coordinating with homeowners**
- Railroad Parcel
 - Hold property
- EDR Finish and Feed Tank Design
 - **Moving to 60% design**
- Master Plan
 - **Working on Rate Analysis**

**WATER
OPERATIONS
REPORT**

Water Production Report & Callout Report

February 2026

Water Production Summary

The culinary water production for the month of February was 94.02 million gallons or 288.56 acre feet, an 0.38% decrease from February 2025.

We have purchased YTD 60.02-acre feet of water from Jordan Valley Water.

Callout Report – Water and Wastewater Combined

Total number of call outs - 14

Water – 10

Wastewater - 4

Total Hours for call outs – 45.5

Water – 30

Wastewater – 15.5

Mainline Leak – 0

Service Line Leaks – 1

Miscellaneous - 13

Summary Of Water Deliveries
MAGNA WATER DISTRICT
System # 18014
Feb-26

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
	2026	2025			2026	2025		
CULINARY WATER								
Well Sources Barton and Haynes	265.29	256.56			555.61	535.88		
To Waste	31.46	29.26			64.89	60.65		
Total Finished Blend EDR	228.54	226.22			477.03	472.13		
JVWCD Magna Reading	59.90	62.54			126.93	128.85		
JVWCD	60.02	63.44			127.32	130.78		
Total Culinary Water	288.56	289.66	-0.38%	94,020,928	604.35	602.91	0.24%	196,914,152
SECONDARY WATER								
Irrigation Well #1	-	-			-	-		
Irrigation Well #2	-	-			-	-		
Irrigation Well #3	-	-			-	-		
High Zone (secondary)	-	-			-	-		
Low Zone (secondary)	-	-			-	-		
WWTP Reuse (secondary)	-	-			-	-		
Total Secondary Water	-	-	#DIV/0!	-	-	-	0.00%	-
Total Production of Water	288.56	289.66	-0.38%	94,020,928	604.35	602.91	0%	196,914,152

* EDR Blend + Total Secondary + JVWCD = Total Production

FEBRUARY CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	CONNOR MCREYNOLDS	2/2/2026	3	SERVICE LINE LEAK- 3352 S CARMY RD
SEWER	DYLLAN DELOBEL	2/3/2026	4	SCREW PRESS #2 RUN TIME EXCEEDED
		2/5/2026	3	EAST HEADWORKS COM FAILURE
EDR	JON DAVIS	2/4/2026	3	UNIT 2 CONCENTRATE BLOWDOWN, STARTED UNIT 3
SEWER	SCOTT BECK	2/7/2026	5.5	SCREW PRESS #2 RUN TIME EXCEEDED
WATER	CHRIS THOMPSON	2/8/2026	3	NO WATER IN HOME- 7545 W TAM DR, CUSTOMER CALLED WHILE ENROUTE THAT WATER WAS BACK ON
WATER	MATTHEW HUNTER	2/13/2026	3	COLDSIDE LEAK IN METER BOX- 3052 S TANGENT PEAK DR
EDR	MATT SKOGERBOE	2/17/2026	3	AIR COMPRESSOR FAILED AT EDR
WATER	GENE STOTT	2/20/2026	3	CUSTOMER REQUESTED WATER TURN ON, SPRINKLER LEAK FIXED- 3344 S 8525 W
		2/21/2026	3	NO WATER , WATER AT METER- 2827 S 8650 W
			3	COLDSIDE LEAK, SETTER- 2719 S CAMERON GLEN DR
		2/25/2026	3	BLUESTAKES- 2611 S 9130 W
SEWER	BEAU LAMPER	2/25/2026	3	COMMUNICATION FAIL RAS CL2 SOLIDS HANDLING
WATER	GAVIN HENSHAW	2/28/2026	3	NO WATER, WATER AT METER- 3645 S AUGUSTA VIEW CT

Total Callout Hours	45.5
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Total Callouts	14
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Total Water/EDR Hours	30
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Total # of Water Callouts	10
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Total WWTP Hours	15.5
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Total WWTP Callouts	4
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LEAKS

Date	Address	Hours	Mainline/Service
2/2/2026	3352 S CARMY RD	3	SERVICE
	TOTAL	3	

WASTEWATER OPERATIONS REPORT

Magna WRF Operations Report: February 2026

Overview:

- February operations reflected continued stabilization of aeration basin settleability and solids inventory as the facility transitions toward spring conditions. Thirty-minute settleable solids returned to expected seasonal ranges, allowing wasting rates to be reduced by an additional 10,000 gallons per day. Mixed Liquor Suspended Solids averaged approximately 2,000 mg/L across both basins, indicating stable biological performance.

Regulatory & Compliance:

- The 2025 Annual Biosolids Report was submitted to the State of Utah. Our WRF produced 866 dry metric tons during the 2025 reporting period with a total of 14,045,360 pounds (wet) hauled. All required monitoring was completed, pathogen classification remains class B biosolids, and no deficiencies were reported.
- Effluent ammonia remained well controlled throughout February, with all results within permit limits, demonstrating continued nitrification reliability during winter conditions.

PARAMETER	Permit Limit	Dec-2025	Jan-2026	Feb-2026
Influent BOD (mg/L)	N/A	302	221	208
Effluent BOD (mg/L)	25	5	5	5
BOD Removal Percent (%)	85	98	98	98
Influent TSS (mg/L)	N/A	301	305	285
Effluent TSS (mg/L)	25	4	5	4
TSS Removal Percent (%)	85	98	98	99
Additional Plant Parameters				
Wasting Rate (MGD)	N/A	.172	.169	.158
Daily Average Plant Flow (MGD)	N/A	2.726	2.742	2.724
Monthly Total Reuse Flow (MG)	N/A	0.0	0.0	0.0

**These measures are key indicators of how well the treatment process is working.*

*BOD (Biochemical Oxygen Demand) is a measure of the amount of dissolved oxygen that microorganisms need to break down organic matter in wastewater under aerobic conditions.

*TSS (Total Suspended Solids) is a measure of the number of solid particles suspended in wastewater or effluent that can be trapped by a filter.

Monthly Highlights:

- Treatment staff completed internal waterline piping repairs in the East Headworks to maintain system reliability. Preventative maintenance included clearing floor drains in the solids handling bay and completing quarterly HVAC inspections throughout the facility, with minor repairs identified and corrected.

**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	1/4/2026	1st Monday in January	1/1/2027
Adoption of District's Annual Tentative Budget	10/9/2025	11/30/2025	10/1/2026
Annual Certification and Filing of FINAL Budget with State Auditor	12/15/2025	12/31/2025	12/31/2026
Annual Filing of Impact Fees Report with State Auditor	3/31/2025	3/31/2025	3/31/2026
Annual Filing of Financial Statements with State Auditor	6/30/2024	6/30/2024	6/30/2025
Participation in Utah Public Finance Website (transparent.utah.gov) Salaries/Benefits	1/15/2026	1/31/2026	1/31/2027
Quarterly Budget to Actual Reports provided to Board of Trustees			
1st Quarter	5/8/2025	May	05/31/2026
2nd Quarter	8/14/2025	August	08/31/2026
3rd Quarter	11/13/2025	November	11/30/2026
4th Quarter	2/28/2026	February	02/28/2027
Quarterly Expenditures and Revenues posted to Utah Public Transparency Website			
1st Quarter	4/27/2025	04/30/2025	04/30/2026
2nd Quarter	7/31/2025	07/31/2025	7/31/2026
3rd Quarter	10/31/2025	10/31/2025	10/31/2026
4th Quarter	1/31/2026	01/31/2026	1/31/2027
WWTP Annual Biosolids Report to State	2/10/2026	3/1/2026	3/1/2027
OSHA 300 Report - Posted & Submitted	1/16/2026	2/1/2026	2/1/2027
Board member contact information (name, phone number, and email address) posted on the Utah Public Notice Website	1/1/2026	30 days after information has changed	0/01/2027
Semi-annual Report to State Money Management Council			
June 30 Report	7/15/2024	07/31/2024	7/31/2025
December 31 Report	1/31/2026	01/31/2026	1/30/2027
File statement with Division of Corporations re: receipt of notice of claim	1/1/2026	January	1/1/2027
File with Registry of Lieutenant Governor	4/23/2025	A year from the last filing	4/30/2026
Disclosure regarding responsibility of homeowner to repair retail water line	3/31/2025 10/31/2025	Semi-Annually	10/31/2024
Year End W-2's	1/28/2026	January 31	1/31/2027
Quarterly Payroll Reports			
1st Quarter	4/27/2025	4/30/2025	4/30/2026
2nd Quarter	7/31/2025	7/31/2025	7/31/2026
3rd Quarter	10/31/2025	10/31/2025	10/31/2026
4th Quarter	1/31/2026	1/31/2026	1/31/2027
Annual Sales Tax Return	1/28/2026	January 31	1/31/2027
Annual ET Technologies Waste Renewal Certification	4/30/2025	4/30/2025	4/30/2026

LEGAL REQUIREMENTS	DATE COMPLETED	DUE DATE	NEXT SCHEDULED FOR
Water Use Report	1/31/2026	03/31/XXXX	3/31/2027
Municipal Wastewater Planning Program Report	4/10/2025	April 15	5/1/2026
Publish Consumer Confidence Report	7/1/2025	Every July 1	7/1/2026
Risk Management Plan - WWTP	11/1/2025	Every 5 years	2030
Water Conservation Plan	2026	Every 5 years	2031
Ethical Behaviour Written Pledge to Trustees & Employees		Annually	
Annual Employee Training			
Sexual Harassment & Discrimination	6/25/2025	December 31	6/30/2026
Tuition Assistance Program	On-going	During Hiring Onboarding	On-going
Fraud Awareness Training	8/1/2025	December 31	9/1/2026
Ethical Behavior	10/29/2025	December 31	10/1/2026
Preventing Violence in the Workplace	8/1/2025	December 31	9/1/2026
Annual Trustee Training			
Open and Public Meetings Act	11/30/2025	12/01/2026	11/30/2026
Utah Public Officers' and Employees' Ethics Act	11/30/2025	12/01/2026	11/30/2026
New Trustee Special and Local District training Course	11/30/2025	Within one year of Office	11/30/2026
Conflict of Interest Annual certification	1/31/2026	1/31/2027	1/31/2027
Employee Performance Evaluations	11/30/2025	12/31/2025	11/30/2026
Hotline	Ongoing	Posted on Website always	Ongoing
Annual Filing of Fraud Risk assessment with State Auditor	12/11/2025	June 30 of following year	12/31/2026
GRAMA Training Annual for Records Officer	5/13/2025	December 2024	5/31/2026
Data Privacy Program Report - Annual	12/31/2025	12/31/2026	12/31/2026
Proper Notice of Public Meetings	Ongoing	at least 24 hours before public Meeting date and time	Ongoing
Appoint A Board Chair Person Annually	1/8/2026	January Regular Board Meeting	1/1/2027
Public Tax Increase Hearing	Ongoing	When Needed	Ongoing
Review Insurance/Bonding Requirements	2026	December 2025	2027
Review Fund Balance Limitation	2026	December 2025	2027
Imposing/Increasing Fee - Public Hearing	4/22/2021	When needed	Unknown
Impact Fee Facilities Plan Update/Impact Fee Analysis - Proposing Change - Public Hearing	2/19/2026	2/19/2026	Unknown
Meeting Minutes	Ongoing		Ongoing
Meeting Minutes and any materials distributed at the Meeting available on the Utah Public Notice Website, District website, and district office within three business days after the minutes are approved, make an audio recording of the open meeting available to the public for listening, and post the same within three days of meeting.			

HR MANAGER REPORT

Human Resources Report

- Staffing- 35 of 36 positions are currently filled.
- Training- March 23-25 Onsite CPR, First Aid and AED
April 22-24 Qualified Water Efficient Landscaper (Gene Stott)
April 23 Manager/Lead Team Building
April 29 Onsite Fire Extinguisher
- Safety Focus- Blood Borne Pathogens
- Conferences- March 16-18 Water Users
March 21-April 2 Utah GFAO
April 8 AWWA Mid-Year
April 14-17 WEAU
- Succession Planning
- Annual Employee Goals

SLCE319

DEVELOPMENT



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E.

February 2, 2026

Michael Mitchelle
Arco Design/Build
155 North 400 West Suite 310
Salt Lake City, UT 84103
(385) 479-9753

Subject: SLCE319 5750w 2300s – Water & Sewer Availability

Michael,

We have completed our preliminary review of the proposed **SLCE319 warehouse, office space, and vehicle upfitting workshop** located at **5750 W 2300 S, West Valley City, Utah**. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- WATER** Water service is available near the development. There is a 16-inch water line located along 5700 W, just West of the proposed development. There is an 8-inch waterline also along 2300 S that would go directly through the development area.
- SEWER** Sewer service is available near the development. There is a 12-inch sewer main located along 5700 W, West of the proposed development. There is a 10-inch sewer main located along 2300 S that would go directly through the development area.
- SEC WATER** No secondary water is currently available.

RECOMMENDATIONS

- WATER** Connect to the existing 8-inch water line along 2300 S and extend the required water service to the development. For irrigation connect to existing 8-inch water line located along 2300 S and extend the required water service to the development.
- SEWER** Connect to the existing 10-inch sanitary sewer line located along 2300 S and extend the required sewer service to the development.
- SEC WATER** Install 12-inch secondary water main along property frontage in 5700 W and install service lateral.

Plans showing the water and sewer lines will need to be furnished to the District by the Developer's engineer. These Plans will need to show the location of all lines, line sizes, profile of sewer, fittings, and water service connection sizes, locations, and type.



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-2118.

Sincerely,

A handwritten signature in blue ink that reads "Trevor Andra". The signature is fluid and cursive.

Trevor Andra P.E.
District Engineer
Magna Water District

[See attached map of project area]

**MOODY
SUBDIVISION**



BOARD OF TRUSTEES
Mick Sudbury, Chairman
Jeff White
Dan L. Stewart

GENERAL MANAGER
Clint Dilley, P.E.

February 23, 2026

Bill Grant
A.D. Constructors
752 W. 1700 S.
SLC, UT 84104

Subject: Moody Subdivision Lot 4– Water & Sewer Availability

We have completed our preliminary review of the proposed **Lot 4 of the Moody Subdivision**, 2258 South Moody Drive, West Valley City, UT 84128. Our determination of water and sewer availability is as follows:

EXISTING FACILITIES

- WATER** Water service is available near the development. There is an existing 8” water line in Moody Drive and an existing 3/4-inch service lateral and meter box located at the south/east corner of the property.
- SEWER** Sewer service is available near the development. There is an existing 8” sewer line in Moody Drive and an existing 6-inch sewer lateral located at the center of the property.
- SEC WATER** Secondary water service is available near the development. There is an existing 4” water line in Moody Drive and an existing 1-inch service lateral and meter box located at the south/east corner of the property.

RECOMMENDATIONS

- WATER** Connect to the existing 3/4-inch water service lateral.
- SEWER** Connect to the existing 6-inch sanitary sewer lateral.
- SEC WATER** Connect to the existing 1-inch secondary water lateral.

Plans showing the water and sewer lines will need to be furnished to the District by the Developer’s engineer. These Plans will need to show the location of all lines, line sizes, profile of sewer, fittings, and water service connection sizes, locations, and type.

It is my recommendation that the Magna Water District Board approve providing water and sewer services to this Development. If you have any questions or concerns, please contact me at 801-250-2118.

Sincerely,

A handwritten signature in blue ink that reads "Trevor Andra". The signature is written in a cursive style with a large initial 'T'.

Trevor Andra P.E.
District Engineer
Magna Water District

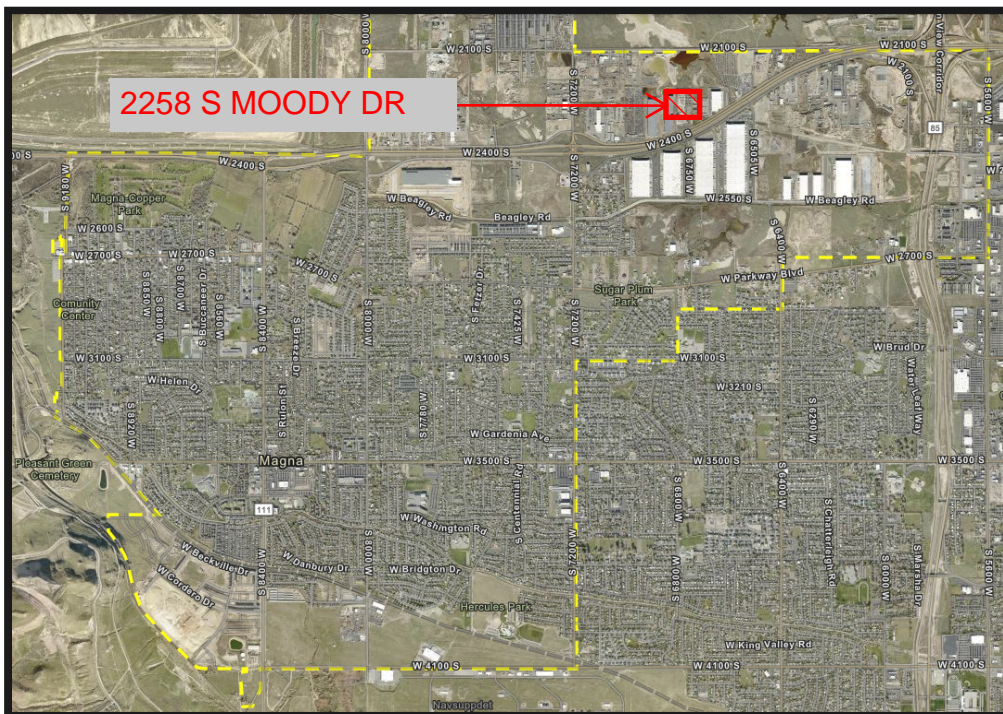
[See attached map of project area]



Development Name:
Moody Subdivision Lot 4

Address:
2258 S MOODY DR

Number of Lots: 1



JUB



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: _____ - _____ - _____
J-U-B Project Manager: Jordan Pugmire

This Agreement entered into and effective this _____ day of _____, 20____, between Magna Water District, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Design a new 36" gravity sewer from 8400 West to 8800 West in Magna hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Trevor Andra</u>	Work telephone	<u>801-250-6279</u>
	Address	<u>Magna Water District</u>	Home/cell phone	_____
		<u>8885 West 3500 South</u>	FAX telephone	_____
		<u>Magna, UT 84044</u>	E-mail address	<u>trevor@magnawater.com</u>

For J-U-B:

1.	Name	<u>Jordan Pugmire</u>	Work telephone	<u>801-886-9052</u>
	Address	<u>J-U-B Engineers, Inc.</u>	Cell phone	<u>385-707-5314</u>
		<u>392 East Winchester St, Suite 300</u>	FAX telephone	_____
		<u>Salt Lake City, UT 84107</u>	E-mail address	<u>jpugmire@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

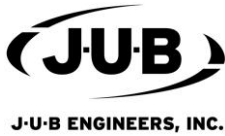
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Magna Westside Collection System Improvements: PROJECT 3

CLIENT: Magna Water District

J-U-B PROJECT NUMBER: RP-26-XXXXX

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

ATTACHMENT TO:

AGREEMENT DATED: 2/25/2026; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

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

Magna Water District (District) is increasing the capacity of their wastewater collection system on the west side of Magna Metro Township through a series of Phased Projects, 1 through 5. This scope is for the engineering design services for Project 3 identified in the Basis of Design Report by Stantec, dated December 22, 2021.

Project 3 is anticipated to be a 36-inch PVC sewer that will be designed from 8400 W to 8800 W (approx. 3,100-LF) along the south side of HWY UT-201. Design is planned to be completed in 2026 with construction taking place in 2027.

The design includes the following components:

- Connection to the west end of Project 2.
- ROW and easement coordination with UDOT and Kennecott.
- Assuming open Cut for the Utah & Salt Lake Canal Drainage Extension Crossing at about 8600W and permit coordination with Salt Lake County Flood Control.
- Connection to existing 21-inch sewer main at about 8550 W.
- Geotechnical investigation report along the alignment of the project, to be provided by GEI.
 - Two soil investigation borings are planned at approx. 1,000 and 2,000-LF along the proposed alignment from east to west.
 - Tunnels are not planned to be included in the Project 3 design
- The final manhole of Project 3 is to be installed just north of the golf course cart path at about 8800 W.
- Review of the proposed 0.06% slope in the Basis of Design Report in relation to flows, construction, and conflicts.

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

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

A. Task 010: Project Management

1. For this task, J-U-B will:
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Coordinate quality assurance / quality control (QA/QC) processes.
 - c. Communicate and coordinate J-U-B team activities.
 - d. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - e. Regularly monitor project status, budget and schedule.
 - f. Provide ongoing document handling and filing.
 - g. Deliverables:
 - i. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
 - ii. Provide a monthly invoice including budget status During projects of

B. Task 020: As-Built Research and Utility Investigations

1. For this task, J-U-B will:
 - a. J-U-B will research the location of existing utilities at and/or near the design alignment. We will review record drawings, reach out to utilities for drawings and mapping information and add this information to the base map noted in Task 030. Potential utilities include existing sewer, electrical power, gas, telephone, fiber optic, and cable TV. This task also includes coordination with Kennecott to locate their waterline along the alignment to the extent possible. This task includes internal QA/QC.
 - b. Assumptions:
 - i. MWD will perform potholing as needed for this project.
 - c. Deliverables:
 - i. Civil 3D file of basemap with existing utilities

C. Task 030: Survey, Base Mapping, and Boundary Survey

1. Subtask 001: Survey
 - a. In conjunction with Task 020, J-U-B will investigate the site through a control survey, topographic survey and utility survey to locate surface features, and accessible gravity system measure down elevations along the alignment. Topographic survey will be collected every 50 feet. A drone will be used to supplement the information during the field survey. We will prepare a base map with this information. The base map will also include the District's as-built and collected utility information from Task 020. As part of this task, we will locate and provide survey for the borehole(s) that will be drilled as part of the geotechnical investigation. This task includes internal QA/QC. The boundary survey includes investigating land monuments, plats, records of surveys, easements, rights-of-way and property lines along the preferred trunk sewer alignment.
2. Subtask 002: Easements
 - a. After completing initial work on the existing boundary survey, this task includes developing permanent easements for MWD and temporary easements for construction. These easements will be identified for the 30% review stage. Easement limits will be identified and shown on the 30% concept plan, and parcel tax identification numbers will be analyzed to determine assessed value from the Salt Lake County GIS parcel database. Easement valuation summaries will be prepared using the parcel assessed value and submitted to MWD. Title reports will be ordered on parcels where the sewer may be located out of the public ROW.
 - b. Assumptions:

- i. MWD is assumed to take the lead on negotiating and acquiring the easements once the locations are determined. J-U-B has included \$5,000 to assist in this effort.
- ii. For the purpose of estimating professional services, one permanent easement is assumed through the parcels along the south side of HWY UT-201 (Kennecott). This task includes internal QA/QC.
- iii. It is assumed that no easement will be required for UDOT right-of-way, only permitting and coordination required for design is included.
- c. Deliverables:
 - i. Civil 3D Base map including topographic survey, identified and discovered utilities, and existing right-of-way and easements boundaries.
 - ii. Exhibits and descriptions for one easement.

D. Task 040: Geotechnical Services

1. GEI will provide general geotechnical soil investigation and a report for the project. GEI will provide geotechnical engineering assistance for the length of the project and at the Utah & Salt Lake Canal Drainage Extension Crossing via open cut. This scope assumes that the sewer alignment will be open cut. GEI's scope has been provided to J-U-B and has been included here in the subtasks of Task 040 based on their understanding of the project:
2. Subtask 001: Project Management and Coordination
 - a. Prepare a quality management plan (QMP) and health and safety plan (HASP) for geotechnical data collection field work.
 - b. Attend up to (4) four, 1-hour virtual check-in meetings with J-U-B and other parties.
 - c. GEI will prepare monthly invoices for up to (6) six months.
3. Subtask 002: Geotechnical Investigation and Reporting
 - a. Conduct one site visit to determine drill rig accessibility and mark the location for up to two (2) geotechnical borings as shown in Figure 1 below.
 - b. For each boring:
 - i. Call Blue Stakes of Utah utility locates for each boring location.
 - ii. We expect all borings will be accessible by a truck mounted drilling rig and that traffic control will not be required.
 - iii. Drill two (2) borings along the alignment as shown in Figure 1 to depths of up to 25-ft.
 - iv. Standard hollow stem auger drilling and subcontract the drilling work to a qualified local subcontractor.
 - v. Collect samples at maximum 5-ft intervals.
 - vi. Provide full-time oversight of drilling operations. Four days are budgeted for drilling.
 - vii. Collect split-spoon, modified California barrel, and/or bulk samples from the borings for classification and laboratory testing.
 - viii. Backfill borings with drill cuttings and evenly distribute leftover cuttings on the ground.
 - ix. Measure groundwater depth at completion of drilling (if encountered).
 - x. Provide full time oversight of drilling operations, assumed as one (1) day.
 - xi. Log boreholes in general accordance with ASTM standards for soil or rock as applicable.
 - c. Submit selected samples to a qualified laboratory for geotechnical testing. Testing may include but is not limited to: Atterberg Limits (3), Grain Size Distribution and #200 Wash (3 each), Water Content and Dry Unit Weight (3), and a corrosion suite (1).
 - d. Implement the following Groundwater Monitoring Well Plan:

- i. One (1) borehole will be converted into a temporary groundwater monitoring well. GEI assumes the wells will be abandoned by the contractor performing the work. In addition, GEI will:
 - (a) Measure the groundwater in the observation well for six (6) months, includes up to 2 hours per visit, once per month.
 - (b) Conduct a slug test in the monitoring well to estimate hydraulic conductivity, includes up to 6 hours for well development and testing.
- ii. Provide a Geotechnical Investigation Report (GIR) for the proposed alignment including:
 - (a) Site Vicinity and Boring Location Plan.
 - (b) Detailed boring logs including results of field exploration and laboratory testing.
 - (c) A summary of the subsurface conditions encountered during our investigation.
 - (d) Geotechnical recommendations for open cut pipeline installation and design, including lateral earth pressures, modulus of soil reaction, friction coefficients, shored excavations, pipe bedding material and compaction, reuse of existing soils, and trench plugs.
- e. Deliverables:
 - i. Draft version of GIR in electronic format for review and revision
 - ii. Final report will be stamped by a Professional Engineer licensed in the State of Utah and delivered in electronic PDF format.



Figure 1. GEI Proposed Boring Location Plan

4. GEI Assumptions and Exclusions:

- i. Base maps and/or aerial photographs, civil design plan and profile, in paper and/or electronic format will be provided by others in a timely manner to facilitate deliverables.
- ii. We assume access to proposed boring locations conducted on Magna City property and any private property will be coordinated by J-U-B.
- iii. UDOT permitting will not be required.
- iv. GEI will report boring locations to J-U-B as determined by handheld GPS with 15-foot-minimum accuracy. Survey of boring locations and elevations will then be completed by JUB after drilling for incorporation into final reporting.
- v. Private utilities in the area of our proposed boring locations will be identified and marked by others prior to commencing our subsurface investigation. We assume potholing will not be required.
- vi. Selected boring locations will be accessible by a truck mounted drill rig. This will require a stable weather period prior to and during drilling.
- vii. Site restoration related to surface disturbance from the geotechnical investigation will not be required.
- viii. Contaminated soils, bedrock, and/or groundwater will not be encountered during our subsurface exploration. Environmental testing and contaminated cuttings handling/disposal are not included in this scope.
- ix. Significant weather will not impact the schedule of the proposed field studies.
- x. Soil and/or rock samples collected during the exploratory drilling will remain at GEI's office for a period of 60 days after completion of the final report and will then be disposed after discussion with J-U-B.

E. Task 050: 30% Design Services

1. For this task, J-U-B will:
 - a. Bring together staff from J-U-B and MWD in an initial kickoff meeting to discuss all of the options for the alignment and the canal crossing.
 - b. Provide preliminary 30% design services including developing a preliminary vertical alignment for the sewer from the outfall connection point at the existing manhole near the end of Project 2 to the final manhole located at about 8800W, just north of the golf cart path.
 - c. Include verifying pipe capacity to accommodate existing and future flow rates, provided by MWD, and develop a horizontal preliminary design alignment for the sewer.
 - d. Develop a preliminary (or 30%) level engineer's opinion of probable construction cost based upon quantities developed through preliminary design (including a contingency associated with an AACE Class 3 Estimate).
 - e. Perform internal QA/QC for this task.
2. This task also includes internal meetings (30-min, every other week), design review meetings with GEI, a 30% review meeting with MWD, and two (2) meetings with stakeholders (SL County Flood Control and Kennecott).
3. Assumptions:
 - a. The Utah & Salt Lake Canal Drainage Extension Crossing will be done via open cut methods.
 - b. Surface restoration specifications and details for the golf course area will be provided by Copper Club Golf Course.
 - i. J-U-B can produce these at an additional fee if required.
 - c. Irrigation plans, details, and standards for the golf course area will be provided by Copper Club Golf Course. It is anticipated that the irrigation system will be shown on the sewer design plans as protect in place or replaced in kind.
4. Deliverables:
 - a. 30% Design Plan/Profile Sheets.
 - b. Preliminary Opinion of Probable Construction Cost and schedule.

F. Task 060: 60% Design Services

1. For this task, J-U-B will:
 - a. Address the comments received during the 30% Review Meeting with MWD and the stakeholder coordination meetings. The design package will include:
 - i. General sheets: these will include cover, abbreviations, legends, and notes.
 - ii. Plan and Profile sheets: these will include the sewer trunk showing plan and profiles anticipated at 1" = 20' scale.
 - iii. Survey Control / Total Ownership Map / Staging and Access Plan sheets: these will include property ownership and existing easements as well as potential staging plans.
 - iv. Miscellaneous Details sheets: these will include typical trench, sewer, and MWD standard details as available.
 - b. Identify design details, technical specifications, and develop the front-end contract documents. We will also update the Engineers Opinion of Probable Construction Cost (EOPCC, AACE Class 2 Estimate) and the schedule. J-U-B will create a Bluebeam Studio Session to facilitate review by MWD.
 - c. This task also includes internal meetings (30-min, every other week), design review meetings with GEI, 60% review meeting with MWD, and two (2) meetings with stakeholders (SL County Flood Control and Kennecott).
 - d. Perform internal QA/QC for this task
2. Deliverables:
 - a. 60% Design drawings.
 - b. Table of contents for the front-end contract documents and technical specifications.
 - c. Updated EOPCC and schedule.

G. Task 070: 90% Design Services

1. For this task, J-U-B will:
 - a. Address the comments received during the 60% Review Meeting with MWD and Bluebeam Studio Session comments.
 - b. Complete the design plans and details as well as the front-end contract documents and the technical specifications.
 - c. Update the EOPCC (AACE Class 1 Estimate) and the schedule.
 - d. Perform internal QA/QC for this task
 - e. Perform stakeholder coordination with SL County Flood Control and Kennecott.
 - f. J-U-B will create a Bluebeam Studio Session to facilitate review by MWD.
 - g. This task also includes internal meetings (30-min, every other week), 90% review meeting with MWD, and two (2) meetings with stakeholders (SL County Flood Control and Kennecott), and one presentation to the MWD Board if required.
2. Deliverables:
 - a. 90% Design package including contract documents, technical specifications and drawings for Agency Review.
 - b. Updated EOPCC and schedule.

H. Task 080: 100% Design Services/Bid Set

1. For this task, J-U-B will:
 - a. Make final modifications to the contract documents, technical specifications and drawings as identified through internal QA/QC and the 90% Review Session.
 - b. Publish the contract documents, technical specifications and ½ size 11x17 drawings into a three-volume complete biddable package. The documents will be provided to MWD in PDF format.
 - c. Perform internal QA/QC for this task.
 - d. Create a Bluebeam Studio Session to facilitate a final review by the District.
 - e. Perform final bidding related updates to the bid package.
2. Deliverables:

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

I. Task 090: Procurement Support

1. For this task, J-U-B will support MWD during the bidding period and do the following:
 - a. Pre-Bid Meeting
 - i. J-U-B will assist the district in preparation for and conducting of the Pre-Bid Meeting including preparation of agenda and meeting minutes.
 - b. Contract Questions and Addenda
 - i. J-U-B will support the district by assisting in the response to bidder questions and prepare up to two addenda as needed during the bid phase.
 - c. Bid Opening
 - i. J-U-B will support the district by preparing for, attending, and preparing a bid tabulation for the project bid opening.
 - d. Recommendation of Award
 - i. J-U-B will review the bid tabulation, verify bid requirements, and issue a recommendation of award to MWD staff.
2. Assumptions:
 - a. Advertising and bidding of the project will be handled by MWD through a public procurement site such as U3P or similar. All bidding documents, addenda, questions/responses, etc. will be managed through this site by MWD.
 - b. The work for this subtask will be limited to the hours defined on the attached fee schedule. Request for additional services above those included in the fee schedule can be provided with approval of additional services.
 - c. No substantial design changes are anticipated for any needed addenda identified during the bidding process.
3. Deliverables:
 - a. Pre-Bid Meeting Agenda and Minutes
 - b. Addenda (up to one)
 - c. Bid Tabulation and Recommendation of Award

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Easement negotiations as required
 2. Advertising the project on U3P
 3. Potholing of existing utilities
 4. Construction observation/inspection during construction
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 1. Public Involvement Services
 2. Construction observation/inspection during construction
 3. Construction administration services during construction (submittal reviews, RFI's, RFP's, WCD's, Pay Apps, substantial completion walk through with punch list development, and final completion walk through)
 4. J-U-B completed Certified Survey after Construction is completed and sent to the District.
 5. Project Closeout including development of Record Drawings

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

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

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Ceiling Amount Shown)	\$10,100	Concurrent with work progress
020	As-Built Research, and Utility Investigations	Time and Materials (Ceiling Amount Shown)	\$5,400	March 1 – March 30, 2026
030	Survey, Base Mapping, and Boundary Survey	Time and Materials (Ceiling Amount Shown)	\$26,700	March 1 – April 30, 2026
040	Geotechnical Services (GEI)	Time and Materials (Ceiling Amount Shown)	\$24,000	April 1 – May 2026
050	30% Design Services	Time and Materials (Ceiling Amount Shown)	\$33,400	May 1 – June 15, 2026 30% Review Mtg by June 30, 2026
060	60% Design Services	Time and Materials (Ceiling Amount Shown)	\$33,600	July 1 – Aug 15, 2026 60% Review Mtg by Aug 30, 2026
070	90% Design Services	Time and Materials (Ceiling Amount Shown)	\$36,400	Sept 1 – Oct 15, 2026 90% Review Mtg by Oct 31, 2026

080	100% Design Services/Bid Set	Time and Materials (Ceiling Amount Shown)	\$14,500	Nov 1 – Nov 30, 2026 Advertise for Bid Dec 1, 2026
090	Procurement Support	Time and Materials (Ceiling Amount Shown)	\$6,100	Dec 1 – Jan 8, 2026
Total:			\$190,200	

PART 5 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, graphics, document editing, etc. (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- N/A

For internal J-U-B use only:

PROJECT LOCATION (STATE): UT

TYPE OF WORK: Gov-Other

R&D: No

DISCIPLINE: Wastewater Collection

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Sewer/Wastewater Collection/Disposal (S04)

**WEST SIDE
COLLECTION
PROJ 2**

WHEN RECORDED RETURN TO:

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn: Engineering

Space above for County Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of the _____ day of _____, 2026, by and between Kennecott Utah Copper LLC, a Utah limited liability company (“**Grantor**”), and Magna Water District, a political subdivision of the State of Utah (“**Grantee**”), with reference to the following facts:

A. Grantor owns certain real property located in Salt Lake County, Utah (“**Grantor Property**”).

B. Grantee desires to obtain from Grantor an easement on a portion of the Grantor Property for construction and operation of a stormwater-sanitary sewer Pipeline and Grantor is willing to grant to Grantee the easement subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) “**Pipeline**” means the 36-inch underground sewer pipeline that Grantee intends to install and operate on the Easement Parcel.

(b) “**Easement**” means a non-exclusive easement for the Pipeline.

(c) “**Easement Parcel**” means the portion of the Grantor Property more particularly described on Exhibit A attached hereto and made part hereof.

(d) “**Environmental Law**” means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface

or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Material or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(e) “**Grantee Parties**” means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(f) “**Grantor Facilities**” means the operation, maintenance, repair, replacement, relocation, expansion, inspection and protection of Grantor’s canal infrastructure, fiber optics line, and underground water pipeline.

(g) “**Grantor Parties**” means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(h) “**Hazardous Substances**” shall be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(i) “**Laws**” means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Agreement.

(j) “**Party**” or “**Parties**” means individually Grantor or Grantee and collectively Grantor and Grantee.

2. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, though or under Grantor to

Grantee the Easement on, over, under, across and through the Easement Parcel for the purpose of installing, operating, maintaining, repairing and replacing the Pipeline.

3. Condition of Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Substances (defined below), if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Parcel might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

4. Reservation. Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Easement Parcel, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, within Salt Lake County, Utah.

5. Relocation of Easement. Grantee, its successors and assigns, shall not oppose, hinder or interfere with Grantor's use and development of the Grantor Property. Grantor shall have the right, from time to time, upon one hundred twenty (120) days written notice to Grantee, to relocate the Pipeline in whole or part to another portion of the Grantor Property provided that: (a) Grantor shall be responsible for the costs and expenses associated with relocating the Pipeline; (b) the relocated Pipeline provides substantially equivalent service; and (c) Grantor shall provide Grantee a reasonable alternative easement for the Pipeline. If Grantor elects to relocate the Pipeline or any portion thereof, Grantor and Grantee shall execute, acknowledge and record, in the official records of the Salt Lake County Recorder's Office, an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated Pipeline. Grantee agrees at that time to execute and record in the official records of the Salt Lake County Recorder's Office, the documents requested by Grantor to terminate Grantee's right, title, and interest in the original Easement Parcel.

6. Term. This Agreement together with the Easement and rights granted hereunder shall terminate upon (a) twenty-four (24) months written notice to Grantee, if Grantee abandons or ceases operating the Pipeline; or (b) recordation of an alternative easement for the Pipeline or portion thereof pursuant to the terms and conditions of Section 5.

7. Improvements; Maintenance. Grantee expressly acknowledges and agrees that it shall not install any improvements within the Easement Parcel without the prior written consent

of Grantor, which consent Grantor shall not unreasonably withhold, conditioned or delayed. Upon completion of any activities of Grantee which disturb the surface of the Easement Parcel and/or any authorized portion of the Grantor Property, Grantee shall promptly restore such property to its condition immediately prior to such activities. Grantee shall give thirty (30) days prior written notice (except in an emergency, in which case Grantee shall give as much notice as is practicable under the circumstances) to Grantor of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Grantor Property, and Grantee shall perform such activities expeditiously and shall take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by such activities. Grantee, at Grantee's sole cost and expense, shall at all times keep and maintain the Pipeline in good condition and repair, excluding any portions of the Pipeline that are modified by Grantor, which modified portions shall be maintained in good condition and repair by Grantor, at its sole cost and expense. Except as expressly provided to the contrary herein, Grantee, at Grantee's sole cost and expense, shall be solely responsible for the construction, inspection, repair and replacement of the Pipeline.

8. Compliance with Law; Mechanics' Liens. Grantee shall comply with all applicable Laws and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with the use, maintenance, repair and/or replacement of the ~~Detention~~ Sewer Facilities. Grantee shall at all times keep the Easement Parcel and the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Parcel or the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee shall, within thirty (30) days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Parcel. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such liens.

9. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee shall maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcel and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of \$1,000,000.00 combined single limit per occurrence. Such policy shall name Grantor as an additional insured. Within ten (10) days after request by Grantor, Grantee shall provide to Grantor evidence of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor shall have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee shall reimburse Grantor for the cost of such insurance on demand. Grantee shall indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "**Claims**") arising from the use by Grantee and/or the Grantee Parties of the Easement Parcel, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantor. Grantor, at Grantee's expense, shall have the right to participate in the defense of any Claim to the extent of Grantor's interest.

10. Environmental.

(a) Except in compliance with all applicable Laws, including all applicable Environmental Laws, Grantee shall not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Substances on, over or under the Easement Parcel, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee shall, upon Grantor's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Substances and to obtain certification from the appropriate governmental authorities that such corrective action, response, removal, remediation and elimination are complete.

(b) Grantee shall indemnify, defend and hold harmless Grantor and the Grantor Parties from and against any and all Claims suffered, incurred by or asserted against the Grantor and the Grantor Parties arising from or relating to access to, use of, or activities on Easement Parcel by Grantee or the Grantee Parties, including but not limited to, the discharge of Hazardous Substances or the violation of, or failure to comply with governmental permits or requirements, excluding only Claims arising from the gross negligence or willful misconduct of Grantor or the Grantor Parties.

11. Industrial Operations. Grantee accepts the Easement Parcel, with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Easement Parcel and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations including, without limitation, the Grantor Facilities, and Grantee waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses of any kind, character, or nature whatsoever, fixed or contingent, against Grantor and the Grantor Parties, for damage to property in, upon or about the Easement Parcel and for injury to persons in, upon or about the Easement Parcel except for claims caused by the gross negligence or willful misconduct of Grantor.

12. Default. If Grantee fails to cure a default under this Agreement within ninety (90) days (or if such default requires more than 90 days to cure with reasonable diligence and Grantee fails to prosecute such cure with reasonable diligence) of written notice thereof, Grantor shall have the right to terminate this Agreement and the Easement and undertakings set forth herein by a written notice of termination executed and recorded in the records of the Salt Lake County Recorder's Office. In addition to the remedies set forth in this Agreement, Grantor shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Grantor shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

13. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such

remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and to the fullest extent permitted by law, under no circumstances shall Grantor or Grantee be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

14. Mutuality; Runs With Land.

(a) For the purposes of the Easement and rights set forth herein, the Grantee Property shall constitute the dominant estate, and the Easement Parcel shall constitute the servient estate.

(b) The Easement and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Easement Parcel at any time or from time to time to the extent such portion is affected or bound by the Easement or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

15. Notices. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the following addresses:

To Seller: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway,
South Jordan, UT 84009
Attn: Land Management

With a copy to: Kennecott Utah Copper LLC
4700 W. Daybreak Parkway,
South Jordan, UT 84009
Attn: Legal Department

To Grantee: Magna Water District
8885 West 3500 South
Magna, UT 84044
Attn: Engineering

16. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Grantee, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantor such documents and further assurances as Grantor may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties shall not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. Subject to Section 16, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement shall be made or effective unless and until such modification is executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.

(l) Applicable Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the day and year first above written.

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company

Date: _____, 2026

By: _____

Print Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

GRANTEE:

MAGNA WATER DISTRICT, a political
subdivision of the State of Utah

Date: _____, 2026

By: _____

Print Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____, as _____ of
Wood Ranch Development, LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Easement Parcel

The real property referenced in the foregoing Agreement as the Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

A strip of land located in the South half of Section 20, T.1S., R.2W., S.L.B.&M. being 15.00 feet each side of the following described centerline:

Beginning at a point on the westerly right of way line of 8000 West Street said point being N.00°23'29"E. 2470.74 feet along the easterly line of said Section 20 and N.90°00'00"W. 33.00 feet from the monument located at the Southeast Corner of said Section 20; thence N.90°00'00"W. 154.63 feet; thence S.80°46'29"W. 360.89 feet; thence S.81°54'01"W. 396.20 feet; thence S.78°52'29"W. 258.01 feet; thence S.78°20'33"W. 365.78 feet; thence S.78°11'48"W. 366.21 feet; thence S.55°52'34"W. 400.37 feet; thence S.80°24'18"W. 334.26 feet; thence N.90°00'00"W. 185.05 feet to a point being N.55°31'29"W. 3317.87 feet from the Southeast Corner of said Section 20.

Containing 27,955 square feet more or less located on Parcels: 14203760010000, 14203760020000, 14203760040000, 14204020020000, 14204020040000, 14204020050000, 14204270010000, and 14204260010000.

Basis of Bearings is N.00°23'24"E. 5309.78 feet between the monument located at the Southeast Corner of said Section 20 and the monument located at the Northeast Corner of said Section 20.

West Side Collection Project 2

	Acres	Sq-ft	\$/Sq-ft	Total \$
KUC Easement	0.642	27,955.00	\$6.00	\$167,730.00

ACOUSTIC INSPECTION

RH Borden and Company LLC
 2961 W Maple Loop Dr
 Ste 300
 Lehi, UT 84048-5686 USA



Quotation

ADDRESS

Dallas Henline
 UT, Magna Water District
 8600 W 2711 S
 Magna, UT 84044 USA

QUOTATION # 3145

DATE 02/06/2026

EXPIRATION DATE 06/30/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Acoustic Assessment Service	Acoustic assessment of sewer line pipes utilizing Transmissive Acoustic Inspection Rapid Assessment Technology (SL-RAT) per ASTM F3220. Service includes: 1) Full assessment of designated pipes into the following categories: GOOD / FAIR / POOR / BLOCKED / or CONNECTED TO BURIED MANHOLE 2) Delivery of assessment data in RH Borden Online ArcGIS Dashboard with additional ability to download data in .csv and .shp formats. Final cost based on actual footage assessed.	250,000	0.24	60,000.00
	Crew Mobilization for RH Borden and Company	Mobilization for crew and equipment including: Shipping and logistics for equipment Travel / per diem costs for personnel	3	1,500.00	4,500.00

Acceptance of this estimate acknowledges that the recipient has received a copy of and agrees to RH Borden's Standard Terms and Conditions. <https://rhborden.com/terms/>

SUBTOTAL	64,500.00
TAX	0.00
TOTAL	\$64,500.00

Accepted By

Accepted Date

LEASE AGREEMENT

WATER RIGHT LEASE AGREEMENT

This Water Right Lease Agreement (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between Kennecott Utah Copper LLC, a Utah limited liability Company, hereinafter referred to as “Kennecott,” and Magna Water District, a Utah local district and political subdivision of the State, hereinafter referred to as “Lessee.”

RECITALS

A. Lessee finds it necessary, convenient, and desirable to obtain on a rental basis a water right for irrigation purposes at or near the location of 8500 West 4000 South, Salt Lake County, Utah.

B. Kennecott is the owner of water right 59-3198 located in Salt Lake County, all or a portion of which Kennecott is willing to make available for use by Lessee on a temporary basis subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Lease of Water Right. Kennecott hereby leases to Lessee the right to divert up to **29.134** acre-feet of water per year (the “Leased Water Right”). Water diversions may be subject to the priority of the underlying water right or rights held by Kennecott and other factors beyond Kennecott’s reasonable control. Kennecott makes no representations or warranties regarding the quality or quantity of water under the Leased Water Right that may be available to Lessee pursuant to this Agreement in any given year.
2. Lease Term. The base term (“Term”) of this Agreement shall commence on August 6, 2021, the date of the initial Temporary Change Application approval, pursuant to Section 5 below, and shall continue year-to-year thereafter, up to 15 years, unless earlier terminated pursuant to this Agreement. Each year of the Term shall be referred to as a “Lease Year.”
3. Lease Payments.
 - a. Annual Lease Payments. Lessee shall pay to Kennecott a lease payment as set forth in subparagraph b herein, initially **Ten Dollars (\$10.00)**, (the “Annual Rate per Acre Foot”) multiplied by the number of acre-feet of Leased Water Right specified in the affidavit and record of metered use per Section 6 for the Lease Year in question. Payment is due on March 1st for the water used under the Leased Water Right for the prior calendar year. Each annual lease payment shall be paid to Kennecott at the address indicated for notices, unless otherwise specified by Kennecott in writing.
 - b. Rate Adjustment. The Annual Rate per Acre Foot shall be adjusted as follows:

Lease Year	Annual Rate per Acre Foot
Year 1-5 (2021 – 2026)	\$10.00
Year 6 (2027)	\$10.30
Year 7 (2028)	\$10.61
Year 8 (2029)	\$10.93
Year 9 (2030)	\$11.26
Year 10 (2031)	\$11.59
Year 11 (2032)	\$11.94
Year 12 (2033)	\$12.30
Year 13 (2034)	\$12.67
Year 14 (2035)	\$13.05
Year 15 (2036)	\$13.44

4. Use. During each Lease Year, Lessee shall fully utilize all the available water under the Leased Water Right, which shall be not more than **29.134** acre feet per year, in accordance with the terms of the approved Temporary Change Application for such Lease Year. Kennecott has the responsibility of maintaining its water rights and Lessee shall have no other obligations relating to Kennecott’s water rights other than those set forth herein.

5. Filing of Temporary Change Applications. During the preliminary term of this Agreement, Kennecott shall, with the assistance and cooperation of Lessee, use reasonable diligence to prepare and file with the Utah Division of Water Rights (“Division”) an Application for Temporary Change of Water (“Temporary Change Application”) to permit the use of not more than **29.134** acre-feet per year of water (as agreed by the parties) by Lessee for irrigation on lands owned or controlled by Lessee in Salt Lake County. Kennecott shall be entitled to select the water right or rights that will be the subject of the Temporary Change Application. The parties acknowledge that a Temporary Change Application, if approved by the Division, will be valid for a period of one (1) year. On an annual basis during the term of this Agreement Kennecott shall timely prepare and file renewed Temporary Change Applications in the manner set forth above. Kennecott makes no representation or warranty that any Temporary Change Application can or will be approved by the Division. In the event the Division fails to approve a Temporary Change Application within one hundred eighty (180) days after submission thereof, or in the event the Division’s approval of a Temporary Change Application contains material conditions unacceptable to either party, either party may terminate this Agreement upon written notice to the other party. It is agreed and understood that Lessee will not acquire any ownership interest in the Leased Water Right as a result of an approved Temporary Change Application and Lessee’s leasehold interest in the Leased Water Right shall cease upon termination of this Agreement, regardless of the term of an approved Temporary Change Application.

6. Filing Fees; Records and Reports. Kennecott shall pay all filing fees associated with a Temporary Change Application. Lessee shall maintain all records necessary or appropriate, as set forth herein, to establish the diversion and beneficial use of the Leased Water Right by Lessee in accordance with an approved Temporary Change Application and applicable laws and regulations. Lessee shall provide Kennecott with an affidavit and record of

metered use prior to January 7th of each year following which Lessee uses or has used the Leased Water Right verifying that the Leased Water Right was placed into beneficial use during the applicable year. Lessee shall assist Kennecott in the filing of any reports or other documents necessary or appropriate to establish diversion and beneficial use of the Leased Water Right by Lessee.

7. Delivery of Water. Kennecott shall not be responsible for delivery of water under this Agreement. Lessee shall be responsible for the construction, operation, maintenance and permitting of all diversion, delivery and metering facilities required or desirable to use the Leased Water Right in accordance with an approved Temporary Change Application.
8. Indemnity. Lessee agrees to indemnify, defend and hold harmless Kennecott and its parents and affiliates, and their officers, directors, employees and agents, (each a “Kennecott Indemnified Party”) from and against any and all loss and expense, including attorneys’ fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon a Kennecott Indemnified Party arising out of or in any manner connected with the acts, errors or omissions of Lessee in performing its obligations under this Agreement, including liability and claims for (i) damage because of bodily injuries, including death, sustained by any person or persons; (ii) damage to property or property rights sustained by any person or persons; (iii) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local law, regulation or ruling; and (iv) any other loss or damage suffered or incurred by a Kennecott Indemnified Party. Lessee shall indemnify and save the Kennecott Indemnified Parties harmless from and against such liabilities, whether or not such liabilities arise or are claimed to have arisen in whole or in part out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of any person, but excluding any such liabilities caused by the negligence or the willful misconduct of a Kennecott Indemnified Party. The foregoing indemnity shall survive the termination or expiration of this Agreement as to claims arising from events prior to such termination or expiration.

Kennecott agrees to indemnify, defend and hold harmless Lessee and its affiliates, and their officers, directors, members, employees and agents, (each a “Lessee Indemnified Party”) from and against any and all loss and expense, including attorneys’ fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon a Lessee Indemnified Party arising out of or in any manner connected with the acts, errors or omissions of Kennecott in performing its obligations under this Agreement, including liability and claims for (i) the actual or alleged violation of any current or future federal, state or local law, regulation or ruling or right; and (ii) any other loss or damage suffered or incurred by a Lessee Indemnified Party. Kennecott shall indemnify and save the Lessee Indemnified Parties harmless from and against such liabilities, whether or not such liabilities arise or are claimed to have arisen in whole or in part out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of any person, but excluding any such liabilities caused by the negligence or the willful misconduct of a Lessee Indemnified Party. The foregoing indemnity shall survive the termination or expiration of this Agreement as to claims arising from events prior to such termination or expiration.

9. Termination. Either party shall have the right to terminate this Agreement with respect to all or a portion of the Leased Water Right without cause at any time between November 1 and March 1 of each calendar year.
10. Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
11. Assignment and Sublease. Lessee shall not assign this Agreement or sublease the Leased Water Right in whole or in part without the prior written consent of Kennecott, which consent may be withheld in Kennecott's sole discretion, except that this Agreement may be assigned to an entity owned or controlled by the principals of Lessee or their immediate family members without the written consent of Kennecott. Kennecott may assign this Agreement or its rights hereunder to any party.
12. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto and supersedes any prior understanding, representation, or agreement of the parties with respect to the subject matter hereof. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
13. Applicable Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Utah.
14. No Third Party Beneficiaries. This Agreement is not intended to benefit of any third parties.
15. Default; Remedies. If either party commits a default hereunder, the non-defaulting party may deliver written notice thereof to the defaulting party. If the defaulting party does not cure such default within thirty (30) days after receiving notice thereof, the non-defaulting party shall be entitled to pursue all rights and remedies allowed to it at law or in equity, including without limitation the right to (i) terminate this Agreement, (ii) bring an action for damages, and/or (iii) bring an action to enforce the specific performance of this Agreement, provided however, that if such default is not susceptible to cure within such thirty (30) day period, such period shall be extended for as long as is necessary to cure such default, provided that the defaulting party is diligently proceeding to remedy the cause of the default.
16. Waiver. The waiver by either party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or of another provision of this Agreement. Any waiver shall be in writing and shall be signed by the waiving party.
17. Attorneys' Fees. In the event any action is instituted by a party to enforce any of the terms and provisions of this Agreement, the prevailing party in such action shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses incurred in enforcing this Agreement.

18. Notices. Any notice to be given hereunder shall be given by hand delivery, overnight delivery, or by United States mail, return receipt requested, to the persons at the addresses listed below:

Kennecott Utah Copper LLC
Attn: Water Resources
4700 West Daybreak Parkway
South Jordan, UT 84009

Lessee: Magna Water District
Attn: General Manager
8885 West 3500 South
Magna, UT 84044

19. Authorization. Each individual executing this Agreement thereby represents and warrants that he or she has been duly authorized to sign this Agreement in the capacity and for the entity set forth where he or she signs.

20. Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.

21. Governmental Immunity Act of Utah. The Parties agree and understand that Lessee is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101 et. seq. and that Lessee neither waives nor relinquishes any applicable provision or protection of that Act.

IN WITNESS WHEREOF, the parties have executed this Water Lease Agreement as of the day and year first above written.

KENNECOTT UTAH COPPER LLC, a Utah limited liability Company

MAGNA WATER DISTRICT, a Utah local District and political subdivision of the State

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

**CONSTRUCTION
WASTE
MANAGEMENT**

WHEN RECORDED RETURN TO:

Magna Water District
P.O. Box 303
Magna, Utah 84044-0303
Attn:

Space above for County Recorder's Use

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of the _____ day of _____, 2026, by and between Magna Water District, a political subdivision of the State of Utah (“**Grantor**”), and Construction Waste Management, a Utah limited liability company, (“**Grantee**”), with reference to the following facts:

- A. Grantor owns certain real property located in Salt Lake County, Utah (“**Grantor Property**”).
- B. Grantee desires to obtain from Grantor an easement on a portion of the Grantor Property for construction and operation of a stormwater Pipeline and Grantor is willing to grant to Grantee the easement subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:
 - (a) “**Pipeline**” means the 30-inch underground stormwater pipeline that Grantee intends to install and operate on the Easement Parcel.
 - (b) “**Easement**” means a non-exclusive easement for the Pipeline.
 - (c) “**Easement Parcel**” means the portion of the Grantor Property more particularly described on Exhibit A attached hereto and made part hereof.
 - (d) “**Environmental Law**” means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface

or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Material or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(e) **“Grantee Parties”** means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(f) **“Grantor Facilities”** means the operation, maintenance, repair, replacement, relocation, expansion, inspection and protection of Grantor’s treatment infrastructure, and underground water and wastewater pipelines.

(g) **“Grantor Parties”** means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives.

(h) **“Hazardous Substances”** shall be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(i) **“Laws”** means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Agreement.

(j) **“Party”** or **“Parties”** means individually Grantor or Grantee and collectively Grantor and Grantee.

2. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, though or under Grantor to

Grantee the Easement on, over, under, across and through the Easement Parcel for the purpose of installing, operating, maintaining, repairing and replacing the Pipeline.

3. Condition of Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of Hazardous Substances (defined below), if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Parcel might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

~~4. Reservation. Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Easement Parcel, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, within Salt Lake County, Utah.~~

5.4. Relocation of Easement. Grantee, its successors and assigns, shall not oppose, hinder or interfere with Grantor's use and development of the Grantor Property. Grantor shall have the right, from time to time, upon one hundred twenty (120) days written notice to Grantee, to relocate the Pipeline in whole or part to another portion of the Grantor Property provided that: (a) Grantor shall be responsible for the costs and expenses associated with relocating the Pipeline; (b) the relocated Pipeline provides substantially equivalent service; and (c) Grantor shall provide Grantee a reasonable alternative easement for the Pipeline. If Grantor elects to relocate the Pipeline or any portion thereof, Grantor and Grantee shall execute, acknowledge and record, in the official records of the Salt Lake County Recorder's Office, an amendment to this Agreement in order to identify and describe the real property that is subject to the relocated Pipeline. Grantee agrees at that time to execute and record in the official records of the Salt Lake County Recorder's Office, the documents requested by Grantor to terminate Grantee's right, title, and interest in the original Easement Parcel.

6.5. Term. This Agreement together with the Easement and rights granted hereunder shall terminate upon (a) twenty-four (24) months written notice to Grantee, if Grantee abandons or ceases operating the Pipeline; or (b) recordation of an alternative easement for the Pipeline or portion thereof pursuant to the terms and conditions of Section 5.

7.6. Improvements; Maintenance. Grantee expressly acknowledges and agrees that it shall not install any improvements within the Easement Parcel without the prior written consent

of Grantor, which consent Grantor shall not unreasonably withhold, conditioned or delayed. Upon completion of any activities of Grantee which disturb the surface of the Easement Parcel and/or any authorized portion of the Grantor Property, Grantee shall promptly restore such property to its condition immediately prior to such activities. Grantee shall give thirty (30) days prior written notice (except in an emergency, in which case Grantee shall give as much notice as is practicable under the circumstances) to Grantor of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Grantor Property, and Grantee shall perform such activities expeditiously and shall take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by such activities. Grantee, at Grantee's sole cost and expense, shall at all times keep and maintain the Pipeline in good condition and repair, excluding any portions of the Pipeline that are modified by Grantor, which modified portions shall be maintained in good condition and repair by Grantor, at its sole cost and expense. Except as expressly provided to the contrary herein, Grantee, at Grantee's sole cost and expense, shall be solely responsible for the construction, inspection, repair and replacement of the Pipeline.

8.7. Compliance with Law; Mechanics' Liens. Grantee shall comply with all applicable Laws and shall be responsible for obtaining all necessary permits or governmental approvals required in connection with the use, maintenance, repair and/or replacement of the stormwater Facilities. Grantee shall at all times keep the Easement Parcel and the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Parcel or the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee shall, within thirty (30) days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Parcel. Grantee shall indemnify and hold Grantor harmless from any liability for the payment of such liens.

9.8. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee shall maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcel and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of \$1,000,000.00 combined single limit per occurrence. Such policy shall name Grantor as an additional insured. Within ten (10) days after request by Grantor, Grantee shall provide to Grantor evidence of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor shall have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee shall reimburse Grantor for the cost of such insurance on demand. Grantee shall indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "**Claims**") arising from the use by Grantee and/or the Grantee Parties of the Easement Parcel, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantor. Grantor, at Grantee's expense, shall have the right to participate in the defense of any Claim to the extent of Grantor's interest.

10.9. Environmental.

(a) Except in compliance with all applicable Laws, including all applicable Environmental Laws, Grantee shall not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Substances on, over or under the Easement Parcel, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee shall, upon Grantor's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Substances and to obtain certification from the appropriate governmental authorities that such corrective action, response, removal, remediation and elimination are complete.

(b) Grantee shall indemnify, defend and hold harmless Grantor and the Grantor Parties from and against any and all Claims suffered, incurred by or asserted against the Grantor and the Grantor Parties arising from or relating to access to, use of, or activities on Easement Parcel by Grantee or the Grantee Parties, including but not limited to, the discharge of Hazardous Substances or the violation of, or failure to comply with governmental permits or requirements, excluding only Claims arising from the gross negligence or willful misconduct of Grantor or the Grantor Parties.

11.10. Industrial Operations. Grantee accepts the Easement Parcel, with full knowledge of the nature and character of the industries that are now or in the future may be operated in the vicinity of the Easement Parcel and of the annoyances, inconveniences and unpleasantness possibly to attend or result from such operations including, without limitation, the Grantor Facilities, and Grantee waives and releases any known or unknown claims, counterclaims, causes of action, suits or damages (including, without limitation, all foreseeable and unforeseeable consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses of any kind, character, or nature whatsoever, fixed or contingent, against Grantor and the Grantor Parties, for damage to property in, upon or about the Easement Parcel and for injury to persons in, upon or about the Easement Parcel except for claims caused by the gross negligence or willful misconduct of Grantor.

12.11. Default. If Grantee fails to cure a default under this Agreement within ninety (90) days (or if such default requires more than 90 days to cure with reasonable diligence and Grantee fails to prosecute such cure with reasonable diligence) of written notice thereof, Grantor shall have the right to terminate this Agreement and the Easement and undertakings set forth herein by a written notice of termination executed and recorded in the records of the Salt Lake County Recorder's Office. In addition to the remedies set forth in this Agreement, Grantor shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to Grantor shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

13.12. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such

remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and to the fullest extent permitted by law, under no circumstances shall Grantor or Grantee be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

14.13. Mutuality; Runs With Land.

(a) For the purposes of the Easement and rights set forth herein, the Grantee Property shall constitute the dominant estate, and the Easement Parcel shall constitute the servient estate.

(b) The Easement and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Easement Parcel at any time or from time to time to the extent such portion is affected or bound by the Easement or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

15.14. Notices. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties shall be sent to the following addresses:

To Seller: Magna Water District
8885 West 3500 South
Magna, UT 84044
Attn: Engineering

To Grantee: Construction Waste Management
7213 West California Ave.
Salt Lake City, UT 84104
Attn:

16.15. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Grantee, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of Grantor such documents and further assurances as Grantor may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties shall not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. Subject to Section 16, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement shall be made or effective unless and until such modification is executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement shall be valid or binding.

(l) Applicable Law. This Agreement shall be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the day and year first above written.

GRANTOR:

MAGNA WATER DISTRICT, a political subdivision of the State of Utah

Date: _____, 2026

By: _____

Print Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, as _____ of MAGNA WATER DISTRICT, a political subdivision of the State of Utah.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

GRANTEE:

CONSTRUCTION WASTE MANAGEMENT, a
Utah limited liability company

Date: _____, 2026

By: _____

Print Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2026, by _____, as _____ of
CONSTRUCTION WASTE MANAGEMENT, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Easement Parcel

The real property referenced in the foregoing Agreement as the Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

[Add Exhibit A,]

Temporary Construction and Access Agreement

This TEMPORARY CONSTRUCTION and ACCESS AGREEMENT (“Agreement”), dated _____, 2026, is by and between MAGNA WATER DISTRICT, a political subdivision of the State of Utah (“MWD”), and CONSTRUCTION WASTE MANAGEMNT, a limited liability corporation (“CWM”).

RECITALS

A. MWD owns a certain parcel of land (“Property”) located in Salt Lake County ~~and more particularly described in Exhibit “A”, attached hereto and by this reference made a part hereof,~~ which land is utilized by MWD for wastewater treatment, and other similar or related purposes.

B. CWM is acquiring 0.078 acres of easement property (the “easement property”) from MWD.

C. CWM desires and MWD is willing to allow CWM and its selected contractor(s) access to a 0.156 acre portion of the Property for the purposes of construction or other necessary activity to install a 30-inch storm drain pipe and related improvements within the easement (the “**Work**”), subject to the restrictions and limitations contained herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Right of Entry. During the Term set forth in Section 2 below, MWD hereby grants to CWM, and to CWM’s contractors, subcontractors, and agents, the non-exclusive right to enter the portion of the Property identified on Exhibit “A” as the “Work Area” for the sole purpose of conducting CWM’s Work in the easement property. CWM’s rights shall include (i) the right of ingress and egress by foot and motor vehicle over and through the Work Area; (ii) the right to stage construction equipment on the Work Area; and (iii) the right to maintain stockpiles of materials and earthworks on the Work Area. CWM shall be responsible and liable for the actions and inactions of its contractors, subcontractors and agents hereunder as if CWM were performing the same.
2. Term. The “Term” of this Agreement shall commence on the earlier of (a) the date specified by CWM in written notice to MWD, which notice shall be given not less than 30 days in advance of the specified commencement date, and (b) 30 days after the date of this Agreement. The Term shall end upon completion of Restoration pursuant to Section 6 below. If the Work is not completed within 6 months after the date of this Agreement, MWD may thereafter give CWM written notice that the Work and Restoration must be completed within 60 days after the date of such notice. If the Work and Restoration are not

completed within 60 days after the date of such notice, then (a) CWM's right of entry pursuant to Section 1 above shall terminate, and no further Work shall occur on the Property, provided that Restoration activities may continue; and (b) the Fee shall increase to 150% of the Fee set forth in Section 3 below.

3. Compensation. Throughout the Term, CWM shall pay to MWD a onetime fee ("Fee") as follows: two thousand five hundred dollars (\$2,500), payable within thirty (30) days after the Effective Date. Fee payments shall be made without offset, demand or notice and delivered to MWD.
4. Construction.
 - a. Compliance with Law. In the prosecution of the Work, CWM shall secure, at its expense, any and all necessary permits and shall comply with all applicable federal, state and local laws, regulation and enactments applicable to the Work. All Work shall be performed in good and workmanlike manner and in compliance with all applicable industry standards. CWM shall perform construction and stage construction equipment, materials and earthworks so as to ensure the safety of: (a) CWM's and MWD's agents and employees; (b) any and all MWD operations conducted on the Property; (c) surrounding property owners; and (d) the public in general. After CWM begins the Work, CWM shall diligently pursue the Work to completion.
 - b. Costs of Construction. CWM shall be solely responsible for any and all costs incurred with respect to the Work and shall maintain the Property free from liens or other encumbrances associated with the Work. CWM shall stabilize all areas of the Property disturbed by the Work and treat the work area for noxious weeds.
 - c. Mechanics' Liens. CWM agrees that it will keep the Property free and clear of all mechanics' liens and other liens on account of work done for CWM or persons claiming under it. CWM agrees to and shall indemnify, defend and save the MWD free and harmless against liability, loss, damage, costs, attorneys fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for CWM or persons claiming under it. CWM shall provide MWD with a copy of any lien filings within ten (10) days after the lien is filed, and if not earlier released, shall cause the lien to be released by filing a notice of release of lien and substitution of alternate security pursuant to Utah Code Ann. Section 38-1a-804 within thirty (30) days after the lien is filed.
5. Safety. Safety of personnel, property, MWD operations and the public is of paramount importance in the prosecution of the Work. CWM shall keep all Work locations in the Property free from safety and health hazards and ensure that its employees, contractors, subcontractors, and agents are competent and adequately trained in all safety and health aspects of the Work. CWM shall have proper first aid supplies available on the job site so that prompt first aid services can be administered to any person injured on the job site. CWM shall promptly notify MWD of any OSHA recordable or reportable injuries arising during the Work. CWM shall have a non-delegable duty to control its employees and its

contractors, subcontractors, and agents while on the Property to ensure that such employees, contractors, subcontractors, and agents do not use, are not under the influence of, and do not have in their possession, any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of the Work.

6. Restoration of the Property. Within thirty (30) days after the earlier of completion of the Work or termination pursuant to Section 2 or Section 10 of CWM's right of entry, CWM shall restore the Property to substantially the same condition as it existed prior to CWM's use of the Property, clean up and remove all construction debris, re-seed all disturbed areas, and give MWD written notice of completion of the foregoing (collectively "Restoration"). Within 30 days after the written notice of completion, the parties shall inspect the Property and CWM shall promptly correct any deficiencies in the Restoration. Restoration shall be complete upon the later of the notice of completion or the correction of deficiencies, if any.

~~Following Restoration, CWM shall maintain the re-seeded areas until vegetation similar to the existing vegetation is re-established, so that the disturbed area does not become revegetated with weeds. During the term of this Agreement, Grantee shall maintain the Property substantially clean of all litter, trash, and debris. Grantee's obligations in this Section shall survive the expiration or earlier termination of this Agreement.~~

Commented [TA1]: I propose deleting this. I don't think we want them back on the property after completion due to security risks.

7. Insurance. CWM and its contractors, subcontractors, and agents, at their sole cost and expense, will at all times, prior to commencement of the Work and throughout the term of this Agreement, maintain with reputable insurance companies that are authorized to do business under the laws of the State of Utah, insurance coverage written on an occurrence basis with customary coverage and exclusions in the minimum amounts as indicated below:
 - a. Worker's Compensation insurance coverage as required by the laws of the State of Utah.
 - b. Employer Liability insurance in the amount of \$1,000,000.
 - c. Commercial General Liability (CGL) with a Combined Single Limit (CSL) of \$5,000,000 bodily injury and/or property damage (on a per location basis). Coverage shall include the following coverages: a) Premises and operations coverage, b) independent contractor's coverage, c) contractual liability, d) products and completed operations coverage, e) coverage for explosion, collapse, and underground property damage as applicable when underground work will be performed, and f) sudden and accidental pollution liability.
 - d. Automobile Liability (AL) with a CSL of \$5,000,000 bodily injury and/or property damage covering all owned, hired and non-owned vehicles.
 - e. CWM and its contractors, subcontractors, and agents shall have MWD named as additional insured on all policies obtained or maintained pursuant to this Agreement, except for workers' compensation policies. Upon request, CWM agrees to furnish MWD with certificates of insurance certifying that CWM and its contractors, subcontractors, and agents have in force and effect the above specified insurance. CWM covenants and agrees that it and its contractors, subcontractors, and agents,

in connection with insurance policies required to be furnished by CWM and its contractors, subcontractors, and agents in accordance with the terms of this Agreement, shall waive any right of subrogation on the part of the insurer against MWD.

8. Indemnity. CWM will defend (with counsel acceptable to MWD), indemnify, protect and save harmless the MWD from all claims, actions, damages, expenses, and liability whatsoever (collectively, "Claims"), on account of any loss of life, personal injury, and/or damage to property arising from or out of the Work or the performance of the Work caused by CWM and its contractors and subcontractors, and agents, provided however that CWM shall have no obligation to defend, indemnify or protect MWD from Claims to the extent caused by the gross negligence or willful misconduct or intentional wrongdoing of MWD, its employees or agents. CWM's obligation to indemnify shall include reasonable legal and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.
9. Entire Agreement; Counterparts. This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. This Agreement may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
10. Termination. This Agreement granted hereunder may be terminated by MWD in the event that CWM continues in default with respect to any provision of this Agreement for a period of seven (7) days after receipt of notice from MWD identifying the nature of CWM's breach. Notwithstanding the foregoing, in the event that the nature of CWM's breach constitutes an imminent threat to persons or property, MWD may immediately suspend the right of entry granted herein until such time as CWM remedies the breach.
11. Jury Waiver. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
12. Miscellaneous.
 - a. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.
 - b. Notice. All notices, statements and other communications under the terms of this Agreement shall: (a) be in writing; (b) contain a reference to this Agreement with the date thereof and naming the parties thereto; (c) contain the address of the

Property or applicable portion thereof; (d) be deemed given upon actual receipt (or refusal) with proof of delivery; and (e) be sent or delivered by (i) certified U.S. mail, return receipt requested, postage prepaid or (ii) reputable overnight courier service, and addressed as follows, or at such other address as from time to time designated in writing in accordance herewith by the party to receive the notice. Unless otherwise notified in writing by or on behalf of the current owner or the Director, any document or communication required by this Agreement shall be submitted to:

If to CWM:

CONSTRUCTION WASTE MANAGEMENT
7213 West California Avenue
Salt Lake City, UT, 84104

If to MWD:

MAGNA WATER DISTRICT
Attention: Engineering
8885 West 3500 South
Magna, UT 84044

With electronic copy to trevor@magnawaterut.gov

- c. Successors. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and assigns.
- d. Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorney's fees, shall be paid by the non-prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

MWD:
MAGNA WATER DISTRICT, a political subdivision of the State of Utah

By: _____
Name: Clint Dilley
Title: General Manager
Dated: _____, 2026

CWM:
Construction Waste Management

By: _____
Name: _____
Title: _____
Dated: _____, 2026

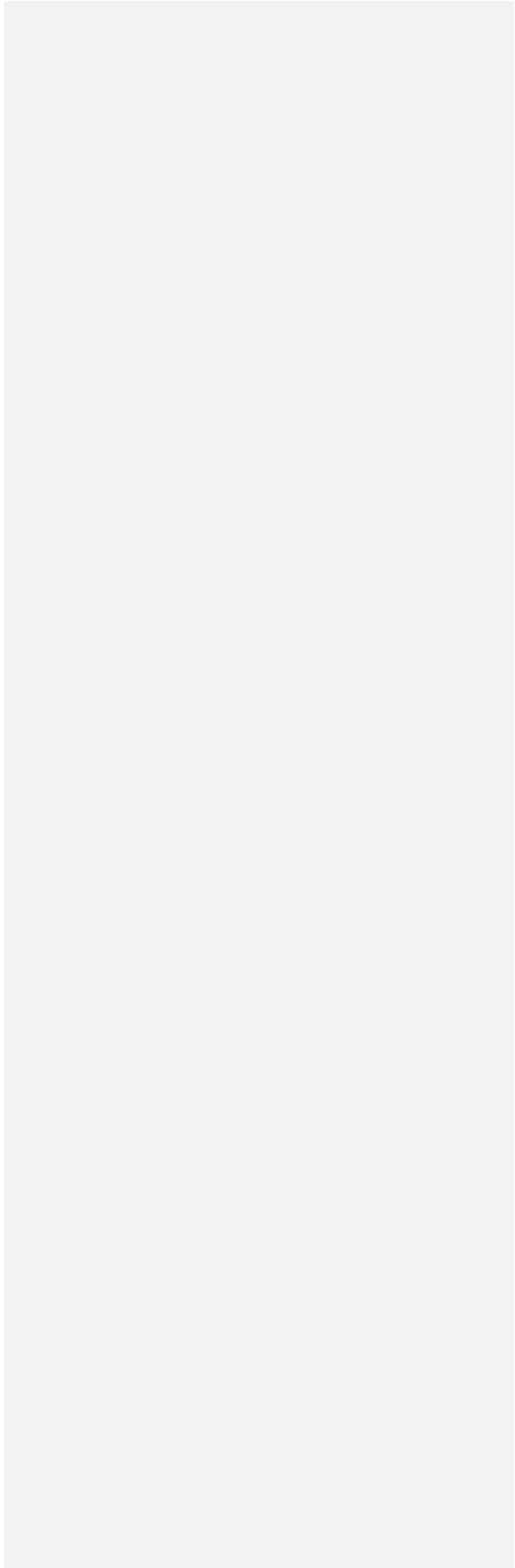


Exhibit “A”
(work area)

RESOLUTION

2026-02

RESOLUTION 2026-02

**A RESOLUTION OF THE MAGNA WATER DISTRICT BOARD OF TRUSTEES
AMENDING THE DISTRICT’S ADMINISTRATIVE RULES AND REGULATIONS TO
UPDATE AND REVISE PROVISIONS THAT GOVERN THE DISTRICT’S
PURCHASING AUTHORITY AND EXECUTIVE EMPLOYEE BENEFITS**

WHEREAS, the Magna Water District (“**District**”) is a special district and political subdivision of the State of Utah; and

WHEREAS, the Board desires to amend and update the procurement procedures within its Administrative Rules and Regulations (“**AR&Rs**”) to increase the amount for those purchases that require prior Board approval from \$50,000 to \$100,000; and

WHEREAS, Utah Code § 17B-1-803 authorizes special districts to adopt personnel policies that, among other things, provide for the recruitment and advancement of qualified employees and provide “equitable and adequate compensation” for such employees; and

WHEREAS, Utah Code § 17B-1-802 requires each special district to review and update its personnel policies each year to ensure conformity with state and federal law, as needed; and

WHEREAS, the Board desires to amend and update its AR&Rs to reflect the changes to certain benefit provisions that pertain to the District’s executive employees and to make other conforming changes.

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

1. Amendments. The following amendments are enacted:

- a. Section 6.4 of the AR&Rs is repealed in its entirety and replaced with the following language:

*Board approval is required for all purchases exceeding
\$100,000.*

- b. Section 8.2.5.1 of the AR&Rs is repealed in its entirety and replaced with the following language:

(a) Executive Employee – An employee appointed by the Board of Trustees with managerial or supervisory authority over department, division, or similar subdivision. The General Manager, Water Operations Manager, Wastewater Operations Manager, Controller, Human Resource Manager, and District Engineer, together with any other senior executive position that is exempt from the Magna

Water District Labor Agreement, are Executive Employees. The Board may, in its discretion, designate other positions as Executive Employees. The term “Executive Employee” shall include a “Junior Executive Employee” unless these AR&Rs specify otherwise.

(b) Junior Executive Employee – An employee appointed by the Board of Trustees to an executive position that lacks managerial or supervisory authority but assists and supports Executive Employees. The Accountant and Staff Engineer, are Junior Executive Employees, together with any other junior executive position that is exempt from the Magna Water District Labor Agreement, are Junior Executive Employees. The Board may, in its discretion, designate other positions as Junior Executive Employees.

(c) Occupational Employee – A full time employee and not occupying a Temporary, Exempt, or Executive position, and who receives such employee benefits as provided by the District.

(d) Part Time Employee – An employee regularly scheduled for less than 30 hours per week.

(e) Temporary Employee – An employee hired or leased for a limited period of time, not to exceed six months. This six month limitation, when applied to leased employees, shall be per opening. The District may move a leased employee from opening to opening so long as each time it is on a temporary basis.

(f) Unless specifically referenced, the term “Employee” as defined in this Section 8 shall not include volunteers or any Trustee on the Board of Trustees.

c. Section 8.4.2.2 of the AR&Rs is repealed and replaced in its entirety with the following language:

Any Executive Employee that is absent from work for more than four (4) hours or any Junior Executive Employee that is absent from work for more

than two (2) hours (an “Extended Absence”) during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee’s salary to account for the Extended Absence.

- d. Section 8.4.12.3 of the AR&Rs is repealed and replaced in its entirety with the following language:

The immediate Supervisor of the employee is responsible for maintaining lateness records for whom time sheets are issue. After an employee, including an Executive Employee or Junior Executive Employee, receives three (3) un-excused absences in any ninety (90) day period, corrective action may be taken by the Supervisor with the approval of the General Manager.

- e. Section 8.5.9.2 of the AR&Rs is enacted to say:

The Board may adopt separate benefits for Junior Executive Employees as set forth in Addendum E.

- f. Section 8.7.1.1(1) of the AR&Rs is repealed and replaced in its entirety with the following language:

Three (3) un-excused absences in any ninety (90) day period.

- g. Addendum E of the AR&Rs is repealed and replaced in its entirety with the language attached to this Resolution as Addendum A; and
- h. The reference to Addendum E in the Table of Contents of the AR&Rs is revised to State “Executive and Junior Management Benefits.”

2. Direction to General Manager and Staff. The General Manager is directed and authorized to take all actions needed for the District to renumber and reformat the AR&Rs to incorporate and enact this Resolution.

3. Severability: If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

4. Effective Date. This Resolution and the amendments to the AR&Rs shall take effect immediately.

ADOPTED AND PASSED BY the Board of Trustees of Magna Water District on March 12, 2026.

MAGNA WATER DISTRICT

Mick Sudbury
Chairman of the Board

Attest

LeIsle Fitzgerald
Board Clerk

Voting:

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

EXHIBIT A

ADDENDUM E – EXECUTIVE & JUNIOR MANAGEMENT BENEFITS

DEFINITIONS

- Executive Employee: Means the District’s General Manager, District Engineer, District Controller, Water Operations Manager, Wastewater Operations Manager, and Human Resource Manager.
- Junior Executive Employee: Means the District’s Accountant and Staff Engineer.

Below is a summary of benefits provided. Please refer to the actual policies and plan descriptions for a more comprehensive description of each benefit. In the event of a conflict between this document and a policy’s language, the policies and plan documents shall prevail.

EXECUTIVE & JUNIOR EXECUTIVE EMPLOYEES

It is the intent of the Board of Trustees to provide all Executive and Junior Executive Employees who are actively employed with the District all of the benefits listed below:

Health & Rx Insurance	Vacation
Dental Insurance	Sick Leave
Life Insurance	Holidays
ST/LT Disability	Executive daily absent time allotment 4 hours
401(k)	(2 hours for Junior Executive Employees)
Long-Term Care (Executives Only)	HRA
Defined Contribution Pension	

All benefits listed above shall be provided by the District for Executive and Junior Executive Employees and their eligible dependents consistent with the current regulations and policies available by the insurance providers and within Utah State and/or Federal guidelines as changes occur within the health insurance industry.

Health & Prescription Insurance

The District shall provide Executive and Junior Executive Employees health insurance through a group health insurance plan that the District shall select in its sole discretion. Deductibles, health care coverage, and premium rates are subject to and set by the insurance provider the District selects. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium.

Dental Insurance

The District shall provide Executive and Junior Executive Employees dental and vision insurance through a group plan that the District shall select in its sole discretion. Deductibles, dental care

coverage, and premium rates are subject to and set by the insurance provider the District selects. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium.

Life Insurance – Executive Employee

It is the “understanding” that the District shall make reasonable efforts to provide each Executive Employee \$200,000 of life insurance (paying up to the Table 4 rate). This life insurance benefit can be provided through an individual policy paid for by the District or obtaining different plans to equal the \$200,000 of life insurance benefit. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit shall be terminated.

Upon retirement, the District shall keep the retiree’s current life insurance policy(ies) in force up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

Life Insurance – Junior Executive Employee

It is the “understanding” that the District shall make reasonable efforts to provide each Junior Executive Employee \$100,000 of life insurance (paying up to the Table 4 rate). This life insurance benefit can be provided through an individual policy paid for by the District or obtaining different plans to equal the \$100,000 of life insurance benefit. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit shall be terminated.

Upon retirement, the District shall keep the retiree’s current life insurance policy(ies) in force up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

The District shall provide group short-term and long-term (ST/LT) Disability benefits to Executive and Junior Executive Employees through a qualified disability insurance company the District selects in its sole discretion. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium. Upon resignation or termination, and retirement, the benefit shall be terminated.

Short-term Disability Income Benefits

Benefit Percentage: 60% of the Executive or Junior Executive Employee’s current monthly salary.

Maximum weekly benefit: \$1,500

Elimination period: 15 days

Maximum benefit period: 11 weeks

Please refer to the plan documents for additional provisions.

Long-Term Disability Benefits

Benefit Percentage: 60% of the Executive or Junior Executive Employee's current monthly salary.

Maximum monthly benefit: \$5,000

Elimination period: 90 days

Maximum benefit period: 60 months. Reducing benefit period if disability begins after age 60

Please refer to the plan documents for additional provisions.

Long-Term Care

It is the "understanding" that the District shall make reasonable efforts to provide each Executive Employee \$100,000 (2-year benefit of \$4,167 per month) of long-term care insurance. This long-term care insurance benefit can be provided through individual policy paid for by the District. The District shall pay 99.5% of the premium and the employee shall pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit shall be terminated.

Upon retirement, the District shall continue to pay the premiums up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

Long-term care insurance is not a benefit provided Junior Executive Employees.

HRA – Health Reimbursement Arrangement Benefit

Currently administered by National Benefits Services. Each year, the District shall pay into a Health Reimbursement Account (the "HRA") on behalf of each eligible Executive and Junior Executive Employee, the amount of \$7,000. To be eligible, the Executive or Junior Executive Employee must be enrolled in the group health insurance benefits.

The Executive and Junior Executive Employee's hire date shall be his/her effective date. If the hire date is not January 1, the amount to be paid on behalf of the employee shall be prorated by calculating a daily amount of \$7,000 times the percentage of the number of days the employee shall be active for that year. The calculated prorated amount shall be paid into the HRA for the employee to use for the remainder of the year.

The District, in its sole discretion, shall select a qualified firm to manage the HRA, which shall administer spending and reimbursements from the HRA account, subject to the District's contract and plan description with the selected firm. To the extent applicable, the plan allows employees to be reimbursed for certain out-of-pocket medical, dental and vision expenses which they or their

dependents incur, including drugs obtained through a prescription. Qualifying expenses are those permitted by Section 213 of the Internal Revenue Code.

While an Executive or Junior Executive Employee is actively employed with the District, the employee's HRA contributions shall be used at the "first-in first-out" method. If at any time there is a remaining balance of one year, five years after the amount was contributed, the employee forfeits the balance remaining that is older than five years.

If the employee resigns or is terminated, the employee forfeits any remaining balance in their HRA account, and the funds shall be returned to the District.

Upon retirement of the employee, there shall be no additional contributions by the District. The retiree shall have up to five years to spend the balance of their HRA under the same provisions of "first in first out" as noted above. If after five years of their retirement date, there is a remaining balance, the remaining amount shall be returned to the District.

Vacation

Executive and Junior Executive Employee vacation benefits shall be as outlined in Section 8 of the AR&Rs.

Sick Leave

Executive and Junior Executive Employee sick leave benefits shall be as outlined in Section 8 of the AR&Rs.

Holidays

The holiday schedule for Executive and Junior Executive Employees shall be as outlined in Section 8 of the AR&Rs.

Daily Absent Time Allotment for Executive Employees

Any Executive that is absent from work for more than four (4) hours ("Extended Absence") during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee's salary to account for the Extended Absence.

This time shall be recorded on the time sheet as "Executive Time Off - 4".

Daily Absent Time Allotment for Junior Executive Employees

Any Junior Executive Employee that is absent from work for more than two (2) hours (“Extended Absence”) during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Junior Executive Employee’s salary to account for the Extended Absence.

This time shall be recorded on the time sheet as “Executive Time Off - 2”.

401(k) 3% Match from Employer

The District shall contribute a maximum of 3% of each Executive and Junior Executive Employee’s gross pay annually. The employee has the option of contributing any amount not to exceed IRS limits.

Defined Benefit Pension – Five-Year Vested Period

The District shall contribute to a defined benefit plan for each Executive and Junior Executive Employee that shall be administered by a qualified firm selected by the District in its sole discretion. An Executive Employee shall be fully vested in the plan after five years of employment on the Executive team. A Junior Executive Employee shall be fully vested in the plan after five years of employment on the Executive team. The Executive Employee shall accrue \$284.42/month and a Junior Executive Employee shall accrue \$250.00/month each year after working 750 hours in one calendar year. Each Executive and Junior Executive Employee must reach the age of 55 to begin receiving payments. If the employee retires earlier than normal retirement age and starts taking the pension payments, there is a reduction in the monthly benefit to accommodate the earlier payments.

Review and Modifications

It is the intention of the Board to review these benefits and consider any changes to these benefits at least annually.

AR&Rs Section 8

Any other benefits or leave shall be governed by Section 8 of the AR&Rs.

RETIRED EXECUTIVE AND JUNIOR EXECUTIVE EMPLOYEES:

Health & Rx Insurance

The District shall provide the retirement health coverage for a retired Executive or Junior Executive Employee and his or her spouse as follows:

The health insurance state continuation policy is guaranteed by the insurance company for four (4) to six (6) months. Upon conclusion of this time, the District shall purchase, in its sole discretion, the best available conversion/supplement policy provided for the retired Executive or Junior Executive Employee and their eligible dependents.

At the time of Medicare eligibility, a guaranteed issued Medicare Supplement Plan shall be paid for by the District.

The District shall pay 100% of the premium until Medicare eligible, and the Medicare Supplement Plan J (or best available or chosen by the retiree at the time of retirement) at 100% for retired employees and their spouses until death. The intent of the Board is to choose the best Medicare Supplement on a guaranteed basis for employees and their spouses at the time of Medicare eligibility.

Dental Insurance

The retiree and spouse shall remain on the group plan, but status shall be changed to retiree. The District Board of Trustees shall pay 100% of the premium for retired employees and their spouses until death.

Life Insurance and Long-Term Care

Upon retirement, the District shall continue the current policies in force. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

Policy is terminated at time of retirement.

HRA – Health Reimbursement Arrangement Benefit

Upon retirement of the employee, there shall be no additional contributions by the District. The employee has five years to spend the remainder of the HRA funds. If after five years of their retirement date, there is a remaining balance, the remaining amount shall be returned to the District.

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6 PROCUREMENT

6.1 SCOPE

6.1.1 This Section shall, except where otherwise noted, govern the acquisition of real or personal property, supplies or services, and disposal of property, whether real or personal, by the District.

6.1.2 No purchase shall be made and no encumbrances shall be incurred for the benefit of the District except as provided in this Section.

6.1.3 No purchases shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted and are available within the approved budget or unless the purchase or encumbrance is approved by the Board by a vote at a regular Board meeting.

6.2 PROCUREMENT OFFICER

The General Manager is hereby designated to be, and shall act as, the District's Procurement Officer. The Procurement Officer may from time to time appoint another person to undertake all or some of the duties of the Procurement Officer set forth herein or appointed to him.

6.3 AUTHORITY TO ENTER INTO AND EXECUTE CONTRACTS

All contracts are to be approved by Board. No department, office, advisory or policy board or other organization of District, nor any officer or employee thereof, shall be empowered to execute any purchase order or contract except as specifically authorized herein or by other applicable law.

6.4 BOARD APPROVAL

Board approval is required for all purchases exceeding \$50,000. Changing to \$100,000

6.5 ATTORNEY REVIEW

The District's Attorney shall approve each agreement as to form before it becomes effective unless the General Manager directs otherwise for minor contracts with an estimated expenditure of less than \$20,000 or a term less than one (1) year.

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required to return the employee to his or her former job but may place the employee in a different job so long as the placement does not result in a reduction of salary.

8.2.5 EMPLOYMENT STATUS

8.2.5.1 Employees shall be classified as follows:

(a) Executive Employee – An employee appointed by the Board of Trustees with managerial or supervisory authority over department, division, or similar subdivision. The General Manager, Water Operations Manager, Wastewater Operations Manager, Controller, Human Resource Manager, and District Engineer, together with any other position exempt from the Magna Water District Labor Agreement, are Executive Employees. The Board may, in its discretion, designate other positions as Executive Employees.

(b) Occupational Employee – A full time employee and not occupying a Temporary, Exempt, or Executive position, and who receives such employee benefits as provided by the District.

(c) Part Time Employee – An employee regularly scheduled for less than 30 hours per week.

(d) Temporary Employee – An employee hired or leased for a limited period of time, not to exceed six months. This six month limitation, when applied to leased employees, shall be per opening. The District may move a leased employee from opening to opening so long as each time it is on a temporary basis.

(e) Unless specifically referenced, the term “Employee” as defined in this Section 8 shall not include volunteers or any Trustee on the Board of Trustees.

8.2.6 PROBATIONARY PERIOD

8.2.6.1 All individuals when first employed by the District, or who are re-employed by the District after termination for any reason, shall serve a probationary period. Employees may serve more than one probationary period, upon approval of the General Manager, in connection with any of the following personnel actions: promotion, transfer between cost centers, disciplinary action, or as a result of a performance evaluation.

8.2.6.2 A probationary period shall not exceed one hundred eighty (180) days.

Changing to add junior executives

The term “Executive Employee” shall include a “Junior Executive Employee” unless these AR&Rs specify otherwise.

(b) Junior Executive Employee – An employee appointed by the Board of Trustees to an executive position that lacks managerial or supervisory authority but assists and supports Executive Employees. The Accountant and Staff Engineer, are Junior Executive Employees, together with any other junior executive position that is exempt from the Magna Water District Labor Agreement, are Junior Executive Employees. The Board may, in its discretion, designate other positions as Junior Executive Employees.

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Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

8.4.1.2 When work is performed on the above holidays, it shall be paid for at two and one-half (2 1/2) times the basic rate of pay and if no work is performed, the employee shall be paid at the regular straight time for a ten (10) hour day for a 4/10 work week. If a designated holiday falls on a Friday, Saturday, or Sunday, employees shall be paid for the hours worked that week and receive pay for an additional ten (10) hours representing the holiday. The District retains discretion to schedule alternative days off for any employee if at any point a designated holiday would leave the District with insufficient manpower as to be able to cover day-to-day operations at all times.

- (a) All employees who are on the active payroll and have been employed by the District for at least thirty (30) days, except Part-Time and Temporary employees, are eligible to take holidays off with pay.
- (b) If a holiday falls within an employee's use of approved vacation, it shall not be charged against the employee's accrued vacation.
- (c) Employees whose scheduled day off falls on a holiday, shall receive one day of vacation in lieu of holiday leave.
- (d) Employees working a regular shift on a holiday shall be paid regular time for the holiday plus time and one-half for hours worked on the holiday.

8.4.2 VACATION

8.4.2.1 Absences not specifically covered by other provisions shall be chargeable to vacation to the extent it has been accrued.

8.4.2.2 ~~Any Executive Employee that is absent from work for more than four (4) hours ("Extended Absence") during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee's salary to account for the Extended Absence.~~ or any Junior Executive Employee that is absent from work for more than two (2) hours

8.4.2.3 All employees, except Part-time and Temporary employees, shall be eligible for vacation, which may be on a different schedule as recommended by the General

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8.4.10.5 Return from leave of absence status is subject to and contingent upon availability of current openings for which the employee is qualified. The District is not obligated to and may not be able to place an employee in the same job or in the same department.

8.4.10.6 During a leave of absence, the workload of the employee on leave shall be absorbed by other employees to the extent possible. A temporary employee may be hired if the workload cannot be absorbed by others. If the leave extends beyond the time that was granted, the Department Manager and the General Manager shall determine whether or not the employee must be replaced either temporarily or permanently.

8.4.10.7 An employee may be placed on probation upon return to work.

8.4.11 FAMILY AND MEDICAL LEAVE

The District may be required in some circumstance to offer family and medical leaves of absence in accordance with the Family and Medical Leave Act (FMLA). The District shall administer such leaves of absences in accordance with FMLA and other applicable federal and state law. The General Manager shall prepare, and update as appropriate, written guidelines to implement this policy and shall provide a copy of those guidelines to each employee. The type and length of leave, and compensation to be received, if any, during the leave shall also be set forth in those guidelines. FMLA leave may also be requested under the provisions of "Leave Without Pay".

8.4.12 TARDINESS

8.4.12.1 Employees, including Executive Employees, who, for any reason, shall be late in reporting for work, should make every attempt to contact their Supervisor.

8.4.12.2 Employees, including Executive Employees, who, because of personal business, must be absent from work should arrange with their Supervisor to be excused.

8.4.12.3 The immediate Supervisor of the employee is responsible for maintaining lateness records for all employees for whom time sheets are issued. After an employee, including Executive Employees, receives three tardies in any ninety (90) day period, corrective action may be taken by the Supervisor with the approval of the General Manager.

or Junior Executive Employee,

8.5 BENEFITS

8.5.1 MEDICAL, DENTAL, AND VISION INSURANCE

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employees and new hires so that a drug and alcohol free environment is maintained as set forth in Section 8.11 below.

8.5.7 RETIREMENT BENEFITS

8.5.7.1 All employees, except Part Time and Temporary, are eligible for coverage under such retirement plans as the District may from time to time provide.

8.5.7.2 Early retirement incentives may be offered an employee upon the recommendation of the General Manager and approval by the Board of Trustees, when early retirement best meets the needs of the District.

8.5.8 UNIFORMS

8.5.8.1 For safety considerations, employees will be required to use uniforms and a laundering service, both of which will be provided by the District, except Executive, Part Time, Temporary, and Clerical employees.

8.5.8.2 The District will provide each employee required to use uniforms safety footwear that are slip resistant and protective-toed as selected by the employee from a supplier designated by the District each calendar year at a minimum or as determined by an Operations Manager.

8.5.8.3 All Executive employees shall be eligible to receive one (1) District T-Shirt per year that is embossed with the District's logo.

8.5.9 BENEFITS FOR EXECUTIVE EMPLOYEES

8.5.9.1 It is the District's policy that as employees leave the Union to become Executive Employees and are thus no longer eligible for benefits under the Union Contract, the District shall provide the same types of benefits that were provided to the District's other employees under the Union Contract, but at a level which is the same as, or greater than, the level of benefits that are provided to the District's Union employees, so that no employee's benefits package is reduced as that employee becomes an Executive Employee. The District Executive Benefits are described in Addendum E.

8.5.9.2 All Executive Employees are eligible for coverage under such benefit plans as the District may from time to time provide for Executive Employees for each type of benefit types listed under this Section 8.5, which in no case shall be provided at a level which is less than that being provided to the District's other employees.

8.6 TRAINING, DEVELOPMENT, & CERTIFICATIONS

8.6.1 TRAINING AND DEVELOPMENT

Enacted to say: The Board may adopt separate benefits for Junior Executive Employees as set forth in Addendum E.

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8.7.1.1

The following conduct or actions are not permitted and shall be considered grounds for disciplinary action. This list is not intended to be all-inclusive, but rather a representative sample of the types of actions or behaviors subject to disciplinary procedures. Actions followed by a double asterisk “**” are considered Serious Offenses that could subject an employee to immediate termination in accordance with Section 8.9 below.

- (a) Performance of services on District working hours not properly authorized by management.
- (b) Use of District vehicles, resources, or equipment for unauthorized purposes. **
- (c) Willful abuse of District resources, vehicles or equipment.
- (d) Creating or contributing to unsanitary or unsafe conditions. **
- (e) Engaging in conduct toward, or communications with, customers, Trustees, management, fellow employees, contractors, consultants, or the general public that is belligerent, hostile, or argumentative conduct. **
- (f) Failure to be clean and neat in personal appearance or at the work station appropriate to the position.
- (g) Involvement of District with creditors of employee because of employee's failure to properly arrange personal financial matters, except that an employee may not be discharged for garnishment arising out of any single indebtedness.
- (h) Poor driving record or other conduct resulting in a suspension or loss of driver's license, or, loss of license, certification or other required qualification as required by law or position requirements.
- (i) Neglect of duties, including loitering, loafing or performing personal business during normal working hours. **
- (j) Smoking in unauthorized areas. **
- (k) Failure to conduct oneself in a professional and competent manner.
- (l) More than three un-excused absences in any one year.
Three (3) un-excused absences in any ninety (90) day period.
- (m) More than three un-excused tardies in any ninety (90) day period.
- (n) Abuse of sick leave.

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Amended to Include Junior Executives

ADDENDUM E – EXECUTIVE BENEFIT

Below is a summary of benefits provided. Please refer to the actual policies and plan descriptions for a more comprehensive description of each benefit. In the event of a conflict between this document and a policies’ language, the policies and plan documents will prevail.

Active Executive Employees

It is the intent of the Board of Trustees to provide to all Active Executive Employees all benefits listed below:

Health & Rx Insurance	Vacation
Dental Insurance	Sick Leave
Life Insurance	Holiday’s
ST/LT Disability	Executive daily absent time allotment 4 hours
Long-Term Care	401(k)
HRA	Defined Contribution Pension

All benefits listed above shall be provided by the District for the Executive Employees and their eligible dependents consistent with the current regulations and policies available by the insurance providers and within Utah State and/or Federal guidelines as changes occur within the health insurance industry.

Health & Prescription Insurance

Group Health Insurance Plan, currently provided by Regence Blue Cross Blue Shield. Deductibles, health care coverage, and premium rates are subject to and set by the provider. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Dental Insurance

Group Dental and Vision Plan, currently provided by Dental Select Ameritas Group Insurance Corp. Deductibles, dental care coverage, and premium rates are subject to and set by the provider. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the

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premium.

Life Insurance

It is the “understanding” that the District will make reasonable efforts to provide each executive employee \$200,000 of life insurance (paying up to the Table 4 rate). This life insurance benefit can be provided through an individual policy paid for by the District or obtaining different plans to equal the \$200,000 of life insurance benefit. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit will be terminated.

Upon retirement, the District shall keep the retiree’s current life insurance policy(ies) in force up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

The District shall provide group ST/LT Disability benefits, currently provided by Lincoln National Life Insurance Company. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium. Upon resignation or termination, and retirement, the benefit will be terminated.

Short-term Disability Income Benefits

Benefit Percentage: 60% of your current monthly salary.

Maximum weekly benefit: \$1,500

Elimination period: 15 days

Maximum benefit period: 11 weeks

Please refer to the plan documents for additional provisions.

Long-Term Disability Benefits

Benefit Percentage: 60% of your current monthly salary.

Maximum monthly benefit: \$5,000

Elimination period: 90 days

Maximum benefit period: 60 months. Reducing benefit period if disability begins after age 60

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Please refer to the plan documents for additional provisions.

Long-Term Care

It is the “understanding” that the District will make reasonable efforts to provide each executive employee \$100,000 (2-year benefit of 4,167 per month) of long-term care insurance. This long-term care insurance benefit can be provided through individual policy paid for by the District. The District will pay 99.5% of the premium and the employee will pay the remaining .5% of the premium.

Upon resignation or termination, the employee has the option to self-pay any future premiums, otherwise the benefit will be terminated.

Upon retirement, the District shall continue to pay the premiums up to age 75. At the age of 75, the retired employee has the option to self-pay any future premiums.

HRA – Health Reimbursement Arrangement Benefit

Currently administered by National Benefits Services. Each year, Magna Water District will pay into a Health Reimbursement Account on behalf of each eligible Executive Employee, the amount of \$7,000. To be an eligible executive employee, the executive employee must be enrolled in the group health insurance benefits.

The Executive Employee’s hire date will be his/her effective date. If the hire date is not January 1, the amount to be paid on behalf of the employee will be prorated by calculating a daily amount of \$7,000 times the number of days the employee will be active for that year. The calculated prorated amount will be paid into the Health Reimbursement Account for the employee to use for the remainder of the year.

Spending and reimbursements from the HRA account is administered by National Benefits Services and subject to the Health Reimbursement Arrangement Magna Water District Summary Plan Description. The plan allows you to be reimbursed for certain out-of-pocket medical, dental and vision expenses which are incurred by you and your dependents. These would include drugs obtained through a prescription. The expenses, which qualify, are those permitted by Section 213 of the Internal Revenue Code.

While an active executive employee, the HRA contributions will be used at the “first-in first-out” method. If at any time there is a remaining balance of one year, five years after the amount was contributed, the employee forfeits the balance remaining that is older than five years.

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If the employee resigns or is terminated, the employee forfeits any remaining balance in their HRA account, and the funds will be returned to the District.

Upon retirement of the employee, there will be no additional contributions by the District. The retiree will have up to 5 years to spend the balance of their HRA under the same provisions of “first in first out” as noted above. If after five years of their retirement date, there is a remaining balance, the remaining amount will be returned to the District.

Vacation

The executive employee’s vacation benefit shall be as outlined in Section 8.

Sick Leave

The executive employee’s sick leave benefit shall be as outlined in Section 8.

Holidays

The executive employees’ holiday schedule shall be as outlined in Section 8 of the AR&Rs.

Executive daily absent time allotment

Any Executive Employee that is absent from work for more than four (4) hours (“Extended Absence”) during his or her regular daily work schedule shall charge such Extended Absence to vacation or sick leave to the extent it has been accrued. If there is no accrued vacation to cover the Extended Absence, the District shall not deduct any portion of the Executive Employee’s salary to account for the Extended Absence.

This time shall be recorded on the time sheet as “Executive Time Off”.

401(k) 3% match from Employer

The District will contribute a maximum of 3% of the executive’s gross pay annually. The executive employee has the option of contributing any amount not to exceed IRS limits.

Defined Benefit Pension – 5-year vested period

The District will contribute to a defined benefit plan, currently administered by APA Benefits, Inc. The executive employee is fully vested in the plan after five years of employment on the executive team. The executive employee accrues \$284.42/month of benefit each year after working 750

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hours per year. The executive employee must reach the age of 55 to begin receiving payments, if the employee retires earlier than normal retirement age and starts taking the pension payments, there is a reduction in the monthly benefit to accommodate the earlier payments.

Review and Modifications

It is the intention of the Board to review these benefits and consider any changes to these benefits at least annually.

AR&R Section 8

Any other benefits or leave shall be governed by Section 8.

RETIRED EXECUTIVE EMPLOYEES:

Health & Rx Insurance

The District shall provide the retirement health coverage for the retired and their spouse as follows:

The health insurance state continuation policy is guaranteed by the insurance company for four (4) to six (6) months. Upon conclusion of this time, the best available conversion/supplement policy provided by Regence Blue Cross/Blue Shield (or similar) shall be purchased for the Retired executive employee and their eligible dependents. At the time of Medicare eligibility, a guaranteed issued Medicare Supplement Plan shall be paid for by the District.

The District Board of Trustees shall pay 100% of the premium until Medicare eligible, and the Medicare Supplement Plan J (or best available or chosen by the retiree at the time of retirement) at 100% for retired employees and their spouses until death. The intent of the Board is to choose the best Medicare Supplement on a guaranteed basis for employees and their spouses at the time of Medicare eligibility.

Dental Insurance

The retiree and spouse will remain on the group plan, but status will be changed to retiree. The District Board of Trustees shall pay 100% of the premium for retired employees and their spouses until death.

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Life Insurance and Long-Term Care

Upon retirement, the District shall continue the current policies in force. At the age of 75, the retired employee has the option to self-pay any future premiums.

ST/LT Disability

Policy is terminated at time of retirement.

HRA – Health Reimbursement Arrangement Benefit

Upon retirement of the employee, there will be no additional contributions by the District. The employee has 5 years to spend the remainder of the HRA funds. If after five years of their retirement date, there is a remaining balance, the remaining amount will be returned to the District.

**COPPER CLUB
GOLF COURSE**

Trevor Andra

From: Clint Dilley
Sent: Thursday, February 19, 2026 4:55 PM
To: Trevor Andra
Subject: FW: Magna Copper Club water

-----Original Message-----

From: Jared <jared.alba@gmail.com>
Sent: Thursday, February 19, 2026 4:54 PM
To: Clint Dilley <ClintD@magnawaterut.gov>
Cc: brittanymontague444 <brittanymontague444@gmail.com>
Subject: Magna Copper Club water

Clint,

I am writing to formally outline the Magna Copper Club's proposed water supply options for irrigation of the golf course greens.

Option 1 is for the Magna Copper Club to utilize reuse water for the greens. Under this option, we would traverse laterally to connect to the main line and conduct pressure testing to determine whether this approach would be feasible for servicing the entire course.

Option 2 is contingent upon our ability to secure donated pipe materials from Kennecott and/or potential contributions from the Water Board, as well as any additional support or donations from Magna City. Should these resources become available, Option 2 would involve running a pipeline connection to our existing main line located on the north side of the course, or alternatively connecting to any available main line on the south side of the course, depending on feasibility and approval.

We appreciate Magna Water District's continued cooperation and look forward to working collaboratively to determine the most practical and sustainable solution.

Please let me know if you require any additional information or clarification.

Respectfully,

Jared Alba
Magna Copper Club

