



**MAGNA WATER DISTRICT AGENDA  
FOR THE  
REGULAR BOARD MEETING  
AT 10:00 AM  
THURSDAY FEBRUARY 10, 2022**

8885 W 3500 S, MAGNA, UT 84044

GENERAL OFFICE BUILDING

(801)250-2118

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***FEBRUARY 10, 2022***  
***REGULAR BOARD MEETING AGENDA***  
***MAGNA WATER DISTRICT***

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MEETING DATE: February 10, 2022, at 10:00 am  
LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to order.
- B. Public, Board and Staff join in the Pledge of Allegiance.
- C. Welcome the Public and Guests.
- D. Public Comment. (Written requests that are received) Please do not take over three minutes due to time restraints for other individuals and the Board.
- E. Inquire of any conflicts of interests that need to be disclosed to the Board.
- F. Approval of common consent items:
  - 1. Minutes of the regular board meeting held January 13, 2022
  - 2. Expenses for January 6 to February 6, 2022:
    - General expenses: \$813,456.35
    - Zions Bank bond payments: \$83,626.46
- G. Discussion and possible motion to approve replacement of two original clarifier drives in the amount of \$68,994 each, for a total of \$137,388.
- H. Legislative Update presented by Nathan Bracken, Smith Hartvigsen.

- I. Discussion and possible motion to approve purchase of 700 5/8" culinary water meters for the meter replacement program in the amount of \$192,717.
- J. Discussion and possible motion to approve Indigo Water Group proposal for process control consulting including operations assistance and troubleshooting.
- K. Discussion and possible motion to approve purchase of 2018 Yamaha DR2A QuieTech Golf Cart for WWTP operations in the amount of \$6,499.
- L. Discussion and possible motion on proposed changes to the District's Administrative Rules & Regulations.
- M. Discussion and possible motion to approve Epic Engineering task orders 2022-1 to 2022-4 for general and subdivision development services in the amount of \$150,000.
- N. Discussion and possible motion to approve Epic Engineering's amendment to task order 2020-7 for the Zone 3 Secondary Booster Pump Station project in the amount of \$7,300.
- O. Discussion and possible motion to approve Stantec's 2022 task order for water and wastewater project support services in the amount of \$50,000.
- P. Report & Discussion from General Manager.
- Q. Discussion on District's actual vs budget status as of January 31, 2022.
- R. Engineering projects update.

- S. Water Distribution /Production.
  - 1. Water production report.
  - 2. Call out report.
  
- T. WWTP Operation/Collection System.
  - 1. Status of sewer system.
  - 2. Call out report.
  
- U. Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the purchase, exchange, or lease of real property, including any form of a water right or water shares pursuant to Utah Code Ann. §§ 52-4-204 through 205.
  
- V. Motion to close the closed meeting and re-open the public board meeting.
  
- W. Consider action on any noticed agenda item discussed in closed meeting.
  
- X. 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, January 13, 2022, at 10:00 a.m., at the Magna Water District General Office, Kim Bailey Board Room, located at 8885 West 3500 South, Magna, UT.

**Trustees Present:**

Mick Sudbury, Chairman  
Jeff White  
Dan Stewart

**Staff Present:**

Clint Dilley, General Manager  
LeIsle Fitzgerald, District Controller, excused  
Mandy Whitmore, Accountant  
Trevor Andra, District Engineer  
Raymond Mondragon, Water Operations Manager  
Dallas Henline, Wastewater Operations Manager

**Also Present:**

Nathan Bracken, Smith Hartvigsen, PLLC  
Don Olsen, Epic Engineering  
Jason Luettinger, Bowen Collins & Associates  
Clint Rogers, Stantec  
Todd Richards, Magna Resident

**Call to Order:** Mick Sudbury called the meeting to order at 10:00 am.

**Public, Board, Staff join in the Pledge of Allegiance.**

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

**Public Comment:** None.

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

**Nominations and motion to Elect Board Chairman for 2022:** Jeff White made a nomination for Mick Sudbury to be Board Chairman for 2022, Dan Stewart seconded the nomination. A motion was approved for Mick Sudbury to remain Board Chairman for 2022. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

Clint Dilley announced that he is pleased to hear that Mick Sudbury has been appointed by the Governor to serve on the Jordan Valley Water Conservancy District Board. It is very big news; Magna Water has never had a member sit on this Board. It a great accomplishment! Clint congratulated Mick Sudbury. The appointment still needs to be confirmed by the Utah Senate. The confirmation by the Senate will take place sometime during the 2022 session in January. Clint would like to have a small celebration once the appointment is confirmed. If the Board agrees. The Board expressed their congratulations to Mick also.

**Approval of Common Consent Items:**

**Minutes of the regular board meeting held December 9, 2021**

**Minutes of the 2022 Budget Hearing Meeting held December 9, 2021.**

**Expenses for December 1, 2021, to January 5, 2022:**

**General Expenses: \$1,598,627.85**

**Zions Bank bond payments: \$167,151.24**

Mick Sudbury pointed out a correction to the minutes of the December 9, 2021, meeting minutes. A motion was made by Jeff White, seconded by Dan Stewart, to approve the minutes of the regular board meeting held December 9, 2021, with the mentioned change. The motion was approved as follows: Jeff White, yea, Mick Sudbury, yea and Dan Stewart, yea.

A motion was made by Jeff White, seconded by Dan Stewart, to approve the minutes of the 2022 budget hearing meeting held December 9, 2021. The motion was approved as follows: Jeff White, yea, Mick Sudbury, yea and Dan Stewart, yea.

A motion was made by Jeff White, seconded by Dan Stewart, to approve the general expenses and the Zions Bank bond payment from December 1, 2021, to January 5, 2022, in the amount of \$1,598,627.85 and \$167,151.24, respectively. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart yea, and Jeff White, yea.

**Discussion regarding the District's Emergency Response Plan Certification:** The Risk and Resiliency Plan was completed last year; Hansen Allen and Luce then began the Emergency Response Plan and completed that last month. The District self-certified the ERP with the EPA last week of December, due at the end of December. Hansen Allen and Luce has done a very good job of giving the District a good outline for emergency response. Chapter 5 is a very important chapter, from this the District can begin implementing and following the specific response procedures for different incidents. Management would like to begin training the employees on emergency response. This Spring Management would like to create a mock emergency incident for the employees to practice the response, in case of a real emergency. Clint asked for Board approval to hold this training. The Board supported holding this training and showed interested in participating in the training.

**Discussion and possible motion to award Bid Schedule C to Newman Construction for the material haul:** Bid Schedule C was not included in the original contract award to Newman Construction because Management was still having other bids roll in for the material hauling. Trevor recommended Bid Schedule C be awarded to Newman Construction. They are well known contractor, and they have the equipment and the means to get the material hauled.

Their quote for the Bid Schedule C is a fair cost and within the District's budget. A motion was made by Jeff White, seconded by Dan Stewart, to award Bid Schedule C to Newman Construction. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

**Discussion on Haynes Well #2 Rehabilitation and Pump Replacement:** Haynes #2 well failed a couple of months ago. Nickerson Pump found there was some wear, this wearing caused vibration and movement, and the bearing sleeves, or outer rings, to shear and the pump to seize. A video of the well showed crustation on the screen and casing areas. Hansen Allen and Luce performed bacterial tests to figure out what might be causing the crustation. An iron reducing bacteria was the only thing that come back from the tests, which is treatable. Plan of action for moving forward, will be to chemically treat the well, which will break down the bacteria growth and essentially kill it off for a period of time. The well will be redeveloped to gain some of the original yield, disinfection of the well and a new appropriately sized pump. The pump motor has been inspected and the bearings have been replaced, so the motor will be reused.

Clint added to the discussion part of the ground water evaluation study recommendations is to closely monitor well conditions and pump specific capacity. Rather than waiting for a period of time, for instance 10 – 15 years, to evaluate the District's wells, a target yield rate should be established. If at any time the target yield of a well/pump is compromised by a certain predetermined percentage, then the well/pump should be evaluated. If the yield has not been compromised and a long period of time has lapsed, then the well should be evaluated anyway.

**Discussion on the final change order from Newman Construction for the 2021 Waterline Replacements project, decreasing the contract price by \$190,666.60:** Newman has completed the project, and this is the final balancing change order, a decrease in the contract price for \$190,666.60. Newman Construction and Epic Engineering did a great job managing the project, contributing to the decreased contract price.

**Discussion on WWTP Influent Lift Station Technical Memo:** Items focused on in the memo is the 2035 facility plan, the average daily flow, monthly maximum flow, and the peak hour flow projected into 2035. They evaluated our existing system's east headworks and found the plant's influent pumps; fine screens and the effluent pumps are not capable of handling the flows projected for 2035. The Memo also addresses taking the west headworks offline. The recommendations from the study are to upsize the blend pump or add an additional pump for the grit washer, relocate the existing one and add a second one. The memo evaluates two different types of lift stations, a screw pump and a wet well with a dry pit. Dallas has looked at both types of pump set ups and has visited other locations along with other research on the types of pumps and recommends going with the screw pump option. The chopper pumps that are in use now, are very high maintenance and high in maintenance costs. With the screw pumps, the maintenance costs are expected to decrease. WWTP staff has visited other sites with screw presses and discussed how it was to operate screw presses, they feel comfortable with going with the screw presses. Staff's recommendation is to install the screw pumps, relocate the grit chamber which would include a new building, and increase the capacity of the blend/effluent pumps. The District has budgeted \$3.5 million for 2022, the plan would be a two-year project.

The RV Dump situation will be addressed with this project also. Clint indicated adjusting the dumps hours to business hours has been a good thing. Staff has been thinking of different options to eliminate the risk the RV Dump has on the plant. A dual holding tank, a motorized gate giving control to RV Dump access. Clint recommended that the dump be operated as is, open during business hours. Trevor added this project will include any changes to the RV Dump that have been discussed. The District needs to find a way to protect the plant and continue to serve the public. This project will address those issues.

**Discussion on EDR Water Treatment Plant Corrosion Assessment:** Trevor informed the Board Bowen and Collins have been out to the EDR and had their corrosion specialist walk through and evaluate all the EDR components, there was visible corrosion and discoloration. The report encompasses all those items and has maintenance recommendations. It gives the District a good game plan of what issues are happening and what needs to be fixed and ideas on how to fix them. Gives Raymond and his crew a direction for maintenance. These can be done over time and in phases, some are significant, and some are smaller maintenance items. Board felt these items need to be started.

**Discussion on final Change Order from Condie Construction on the 2019 Secondary Waterline Project, decreasing the contract price by \$43,480:** This job is complete. Condie Construction did a great job and was very responsive. Bowen and Collins did an excellent job on the construction management for the project. The total project was \$43,480 under contracted price.

**Discussion and possible motion to approve attendance to Rural Water, WEAU, and Utah Water Users Conferences for training:** Feedback from the Board, and past discussion on conferences, management has developed more stringent criteria for who is being sent to conferences. Prioritizing attendance with those who have expiring certifications or professional licensing expired. Dallas, Raymond would like to attend Rural Water or WEAU. Clint Giles to attend WEAU, Matt Hunter attending in Rural Water Conference. Clint Giles has CEU's that are expiring that he won't be able to achieve by the District's safety meetings. The conference for Clint Giles will give him topics that aren't locally covered, and he will be able to see bigger vendor selection of equipment considerations and will be able to see some of the new industry standards. The conference Matt Hunter will attend lines up with the Spring certification date, he will be able to take certification classes on site a day before the exam. Raymond indicated Matt Skogerboe, Mike Harms, Ed Tucker, and his self will be attending Rural Water. Clint Dilley and Trevor Andra have professional development hours as professional engineers that can obtain by attending the conferences. Mick expressed his gratitude to the Management in doing the research and exploring different options to training than just attending conferences. The Board feels Management has shown justification in attending needed conferences. A motion was made by Jeff White, seconded by Dan Stewart, to approve attendance to Rural Water, WEAU, and Utah Water Users Conferences for training and CEU's. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

**Discussion and possible motion to approve active shooter/workplace violence insurance proposal:** Clint indicated this item is a follow up to the discussion the Board brought up last board meeting with Darrell Child, Olympus Insurance, regarding some type of coverage for the Board members in case of any incidents that may injure a Board member while serving for the District. Darrell came back to Clint with this active shooter/workplace violence policy that

covers all employees and all Board Members. This policy will also cover any that experiences stalking. \$1,000,000 coverage is a cost of \$2,611. \$2,000,000 coverage is a cost of \$3,786 and so forth. Discussing this with Darrell, he sees school districts and other districts that have a lot of board and public interaction carry this type of policy. It protects the board and employees from these types of threats or occurrences. This coverage takes into consideration the District's type of work, number of employees, number of board members, locations, and security at the locations. Darrell recommended \$1,000,000 – \$2,000,000 coverage for the size of the District. The Board felt the coverage needed to be more than \$2,000,000. A motion was made by Jeff White, seconded by Dan Stewart to approve the purchase of \$4,000,000 coverage for active shooter/workplace violence insurance in the amount of \$5,222 for all employees and board members. The motion was approved as follows: Mick Sudbury, yea, Jeff White, yea and Dan Stewart, yea.

**Discussion and possible motion to approve the restatement of the District's Executive 401(k) and Defined Benefit Plans required by law:** This restatement is required by law to restate the District's plan documents based on several regulatory legislative changes. Some of the changes are, expansion of the definition of "spouse" to include those of the same gender, availability of plan forfeitures to offset certain additional types of company contributions, ability to amend safe harbor 401(k) plans once the year has already started, and creation of in-plan Roth transfers. In addition, the post plan documents will incorporate permanently the amendments that had been adopted for in your previous plan document. A motion was made by Jeff White, seconded by Dan Stewart, to approve the restatement of the District's Executive 401(k) and defined benefit plans required by law. The motion was approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea.

**Discussion and possible motion on proposed changes to the District's Administrative Rules & Regulations:** Each Board Member has been provided a copy of the draft changes for their review. If there are any further comments or changes, it will be discussed in the next board meeting. Nathan indicated most of the extensive changes are in the State Auditor's requirements being incorporated into the District's Administrative Rules & Regulations. The changes discussed in the workshop meetings are incorporated into this draft copy.

### **Report & Discussion from General Manager:**

#### **OPERATIONS:**

- There was a request to evaluate the change in call out and standby costs from 2020 to 2021. After reviewing the numbers, call out costs had decreased from 2020 by 20%. The decrease is due to a combination of factors, the operations managers are monitoring closer the overtime. There are more leaks fixed during the day and the response time on getting those fixed are quicker which leads to less emergency leaks. The efficiency and operational tools that Dallas has been doing at the wastewater treatment plant has helped with call outs. Standby costs had increased by 5% from 2020. The increase is due to annual increase in wages and increased in leadman wages towards the end of 2020 and because the schedule change from 5 – 8 hours to 4 – 10 hour days.

#### **Water:**

- The sampling program and protocols need to be reviewed. We have historically sampled out of exterior hose bibs, which is convenient and less disruption to the homeowner and less risk for the employees to enter residents' homes. However, we have had one sample site issue at a hose bib cause two bad samples in a row. That triggers a level 1 assessment with the Division of Drinking Water. We did additional

sampling inside the home at the tap and outside of the meter and those were clean, but the hose bib again came up again with a Total Coliform. It could have been caused by the threads on the outside hose bib. Could have been the way the valve works, it could be collecting the total coliform on the back side of the faucet where the packing is, we have a high flow when flushing, then slow the flow down to get the water into the sample bottle, so as the flow slows down it could be catching the total coliform. Staff is going to investigate a different method of collecting samples.

- UDOT flagging training was completed for all new employees.
- Moving forward with the heavy equipment training.

**Wastewater:**

- The District received a warning letter from DWQ for the ammonia issues that occurred about this time last year, while we were commissioning the new process equipment, however, we are in a much better position as discussed than a year ago with improved operational and process controls and process modeling that Stantec has helped with, inhouse sampling program and the instrumentation changes. Clint felt this was the best outcome with the Division of Water Quality, no big ramifications, no additional sampling, just a warning, they treated us fairly.
- The collections college, the weekly class for collection operators for training, Dallas mentioned inhouse weekly training to gear up to respond to the Board's concerns about inhouse training. Dallas can use the online program from Indigo.

**Office:**

- The number of delinquent accounts has gone up a little bit. Didn't have the December data available at the time the packets went out, but there are 793 accounts with an average balance of \$130. Pink delinquent notices were sent out, but physical shut offs were not done because of the concern of freezing pipes. We will resume that when temperatures are not so cold. Working on putting together a new employee goal sheet format.

We went two months without any customer complaints! December was a different story.

- Customer complaint regarding Giardia. The customer was concerned about the water. Staff worked with her, the Division of Drinking Water, and the Health Department. We completed extensive testing, including Heterotrophic Plat Count testing which showed NO bacteria. All the water was clean and was able to reassure the homeowner that the District was not the cause.
- Customer was in the shower when the water main was shut down on 3100 S for an emergency repair. Clint talked with the homeowner onsite, explained the crew was worried it was going to be another geyser and needed to get the water shut down as soon as possible to avoid that. Clint apologized to the homeowner, for the situation but felt like it couldn't have been done any differently.
- Customer called about a strong chlorine odor and taste in the drinking water. We tested his water, and it was in the middle of the range of .5 mg/l. We target .2 - .9 mg/l. Recommended to the customer they get some kind of filter that would help with the taste.
- Customer was frustrated that a shut off notice was used to communicate the need for a leak check on a covered meter box. Staff will evaluate if any changes need to be made on the notice we use.

**Discussion on the Succession Planning Draft Memo and Employee Survey:** Clint indicated he has drafted an initial memo and a survey that he would like to send out if the Board felt comfortable with it. Legal counsel has reviewed and approved it after minor changes. This memo would be sent to the employees, and they would return it to their managers by January 25, 2022, part 2 of the survey would be anonymous and returned via the suggestion boxes at each location. Follow up with any responses by employees, then get a training and hiring plan in place. Board approved the survey and suggested this be incorporated annually.

**Discussion on District's actual vs budget status as of December 31, 2021:** Mandy informed the Board the statements are unaudited for the year end. Revenue is down from 2020 by about 4%. Expenses are as of December 31; additional expenses will be coming into that will be posted to 2021. These numbers are not a representation of the final 2021, due to adjustments for accruals and for audit adjustments.

**Engineering projects update:**

**Tank Painting:** The portions that can be done this year, will be done next week. The contractor will be back in April to finish up the feed tank at the EDR plant and the second clarifier at the WWTP.

**Zone 3 Culinary Booster Pump Upsize & Standby Generator Project:** Newman Construction will start the project in February. They have held their preconstruction meeting already. Trevor indicated there is a need to obtain two separate easements from Rocky Mountain Power for this project. Trevor asked for approval from the Board, after the easements are written, for Clint to sign those easements they could be sent to RMP for their signature so the project wouldn't be held up due to the easements and come back in February to ratify the easements for the project. Board gave approval.

**Water Distribution/Production:**

1. **Water production report:** The culinary water production for December was 98.8 million gallons, an increase of 2.48% from 2020. Year to date production was 1,759.3 million gallons or 5,399.48-acre feet, this is a decrease from YTD 2020 of 10.87%. We have purchased 799.79-acre feet of water from Jordan Valley Water as of December 2021.

2. **Call out report:** Raymond reported that there was a total of 17 call outs, (3 mainline leaks and 14 miscellaneous) with a total number of 86.25 hours paid.

**WWTP Operation/Collection System:**

1. **Status of sewer system:** Dallas indicated one of the things that he has been thinking about and wanted to ask the Board for some guidance is how does the Board want him to update them on the current status of the Vactor truck and the camera van as they work throughout the system. The Board indicated they would like to be informed of the streets that are being maintained. Dallas has a map that he could indicate where they are, or a more detailed list of problem areas and hotspots that are being maintained. Jeff indicated he would like to see their progress on a map.



**Motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the sale or purchase of real property pursuant to Utah Code Ann. §§ 52-4-204 through 205:** Jeff White made a motion to meet immediately in closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonably imminent litigation, and the sale or purchase of real property pursuant to Utah Code Ann. 52-4-204 through 205. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea and Jeff White, yea. The open session of the Board meeting was closed at 12:22 p.m.

**Motion to close the closed session and to reopen the open session of the Board Meeting:** Jeff White made a motion to close the closed session and reconvene the open session at 2:05 pm. The motion was seconded by Dan Stewart, and approved as follows: Mick Sudbury, yea, Dan Stewart, yea, and Jeff White, yea.

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

**Adjourn:** Having no further business to discuss, a motion was made by Jeff White, seconded by Dan Stewart, to adjourn the meeting at 2:06 pm. The motion was approved as follows: Jeff White, yea, Dan Stewart, yea, and Mick Sudbury, yea.

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Attest

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Chairperson

# **INVOICE PAYMENTS**

**MAGNA WATER DISTRICT**  
**INVOICE PAYMENTS**  
**1/7/2022 TO 2/6/2022**

Check Issue Date	Payee	Amount	Description
1/10/2022	BANKCARD CENTER	50.12	COFFEE FOR OFFICE
1/10/2022	CINTAS CORPORATION #180	69.56	WWTP UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	333.11	WWTP UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	267.80	SHOP/EDR UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	208.60	SHOP/EDR UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	480.16	WWTP UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	188.90	SHOP/EDR UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	368.90	WWTP UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	109.33	MATS FOR OFFICE
1/10/2022	CINTAS CORPORATION #180	216.01	SHOP/EDR UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	379.77	WWTP UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	267.80	SHOP/EDR UNIFORMS AND LINENS
1/10/2022	CINTAS CORPORATION #180	333.05	WWTP UNIFORMS AND LINENS
1/10/2022	PURCHASE POWER	251.41	METER/POSTAGE
1/10/2022	UTAH-IDAHO TEAMSTERS SECURITY FUND	37,188.00	HEALTH AND WELFARE PREMIUM UNION
1/10/2022	WESTERN CONF TEAMSTERS PENSION	22,696.00	UNION PENSION CONTRIBUTION
1/11/2022	ALLSTATE	574.96	OPEB OBLIGATION
1/11/2022	CHEMTECH-FORD	441.00	EDR WATER SAMPLES
1/11/2022	CHEMTECH-FORD	271.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	206.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	60.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	80.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	300.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	489.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	206.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	300.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	271.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	100.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	149.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	206.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	100.00	WATER SAMPLES
1/11/2022	CHEMTECH-FORD	271.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	441.00	EDR SAMPLES
1/11/2022	CHEMTECH-FORD	206.00	WWTP SAMPLES
1/11/2022	CHEMTECH-FORD	300.00	WATER SAMPLES
1/11/2022	LOWE'S	195.86	SHUT OFF KEYS & HOSES
1/11/2022	LOWE'S	231.63	WEED FABRIC FOR OFFICE
1/11/2022	NATIONAL BENEFIT SERVICES, LLC	52.00	HRA PLAN ADMIN FEE
1/11/2022	WORKERS COMPENSATION FUND OF U	4,321.25	WORKERS COMP INSURANCE
1/12/2022	APOSHIAN GARDENS	344.20	SOD FOR REPAIRS
1/12/2022	DEDUCTIBLE RECOVERY GROUP	5,000.00	LEGAL SETTLEMENT DEDUCTIBLE
1/12/2022	DOMINION ENERGY	4,415.53	NATURAL GAS 6850 W 2820 S
1/12/2022	DOMINION ENERGY	576.11	NATURAL GAS 6026 PARKWAY BLVD
1/12/2022	E.T. TECHNOLOGIES, INC	2,504.35	2021 ANNUAL SLUDGE REMOVAL
1/12/2022	MOUNTAINLAND SUPPLY COMPANY	100.58	SHOP STOCK
1/12/2022	MOUNTAINLAND SUPPLY COMPANY	4,259.81	AMIAD FILTER & REPAIR PARTS
1/12/2022	OLYMPUS INSURANCE COMPANY	136,332.00	GENERAL LIABILITY & VEHICLE INSURANCE
1/12/2022	ROCKY MOUNTAIN VALVE & AUTOMATION	2,898.77	PRESSURE TRANSMITTER -WWTP BRINE LINE VALVE
1/12/2022	SPEEDS POWER EQUIPMENT	210.08	BELT TENSIONER & CASING- CHOP SAW TS440
1/13/2022	ASPHALT MATERIALS, INC.	310.00	CONCRETE FOR REPAIRS
1/13/2022	GODFREY TRUCKING, INC.	80,000.00	RELEASE OF PERFORMANCE BOND
1/13/2022	REPUBLIC SERVICES #864	1,524.94	WWTP GARBAGE COLLECTION
1/13/2022	SAFETY SUPPLY & SIGN CO.	241.35	SURVEY FLAGS & MARKING PAINT
1/13/2022	THATCHER COMPANY	10,649.00	2021 ANNUAL CHLORINE PURCHASES WWTP
1/13/2022	THATCHER COMPANY	6,250.60	2021 ANNUAL PURCHASE OF CHLORINE EDR
1/13/2022	THE LINCOLN NATIONAL LIFE	602.51	INSURANCE
1/13/2022	VERIZON WIRELESS	373.17	CELL PHONE SERVICE
1/13/2022	WHEELER MACHINERY CO	955.86	REPLACEMENT GLASS-BACKHOE # 84
1/13/2022	WHEELER MACHINERY CO	1,009.71	REPLACEMENT GLASS-BACKHOE #11
1/18/2022	THATCHER COMPANY	6,601.55	CHEMICALS
1/19/2022	BLAND'S RECYCLING	650.00	DIRT AND ASPHALT REMOVAL -SHOP
1/19/2022	BOWEN COLLINS & ASSOCIATES	3,832.00	2019 SECONDARY WATERLINE PROJECT ENGINEERING DESIGN
1/19/2022	DATA SERVICES	25.00	DATA SERVICES
1/19/2022	DOMINION ENERGY	170.90	NATURAL GAS 3291 S 8000 W
1/19/2022	DOMINION ENERGY	1,286.42	NATURAL GAS 8931 W 3500 S
1/19/2022	DOMINION ENERGY	4,596.58	NATURAL GAS 7650 W 2100 S
1/19/2022	DOMINION ENERGY	643.94	NATURAL GAS 8885 W 3500 S

**MAGNA WATER DISTRICT**  
**INVOICE PAYMENTS**  
**1/7/2022 TO 2/6/2022**

Check Issue Date	Payee	Amount	Description
1/19/2022	E.T. TECHNOLOGIES, INC	938.33	2022 HAULING SLUDGE REMOVAL
1/19/2022	E.T. TECHNOLOGIES, INC	2,282.69	2022 ANNUAL SLUDGE REMOVAL
1/19/2022	FUEL NETWORK	5,423.45	VEHICLE FUEL
1/19/2022	FUEL NETWORK	7,572.51	VEHICLE FUEL
1/19/2022	GOLDENWEST PAINTING, INC.	29,450.00	2021 STEEL TANKS & SECONDARY CLARIFIERS PAINTING
1/19/2022	INDUSTRIAL SUPPLY CO., INC.	485.74	FLASHLIGHTS FOR TRUCKS #35 & #83
1/19/2022	IPS	118.80	MONTHLY PAYROLL SERVICES
1/19/2022	J. RICHARD HOGUE, F.S.A.	3,500.00	GASB 75 ACTUARIAL REPORTS 12/31/2021
1/19/2022	JORDAN VALLEY WATER	26,910.39	WATER DELIVERIES
1/19/2022	OLYMPUS INSURANCE COMPANY	5,222.00	ACTIVE SHOOTER COVERAGE
1/19/2022	PEAK ALARM	6,024.00	ALARM MONITORING OFFICE
1/19/2022	ROCKY MOUNTAIN CARE CLINIC	39.00	POST-ACCIDENT TEST
1/19/2022	S.L.CO. ENGINEERING DIVISION	1,375.00	CONSTRUCTION PERMITS
1/19/2022	STEP SAVER, INC.	801.44	SALT FOR ALL LOCATIONS
1/19/2022	THOMAS PETROLEUM	2,445.85	GENERATOR FUEL FOR EDR
1/19/2022	VANGUARD CLEANING SYSTEMS	490.00	CLEANING OF OFFICE
1/19/2022	VANGUARD CLEANING SYSTEMS	185.00	CLEANING OF WWTP ADMIN
1/19/2022	VANGUARD CLEANING SYSTEMS	408.00	CLEANING OF EDR
1/19/2022	VERIZON CONNECT FLEET USA LLC	697.00	GPS MONTHLY CHARGE
1/20/2022	LOWE'S	138.78	PLANT CLEANING SUPPLIES & GARBAGE CANS-WWTP
1/20/2022	LOWE'S	60.17	2X4 TO FORM CONCRETE-SHED PAD EDR
1/20/2022	LOWE'S	171.01	SPACE HEATERS, PROPANE BOTTLES- WATER TANKS
1/20/2022	LOWE'S	23.56	PIPE FITTINGS FOR 8000 W CONVAULT
1/20/2022	LOWE'S	40.09	PIPE FITTINGS FOR 8000 W CONVAULT
1/20/2022	O'REILLY	104.39	BATTERY VENTRAC # 68
1/20/2022	O'REILLY	19.56	WIPER BLADES
1/20/2022	REPUBLIC SERVICES #864	499.97	GARBAGE COLLECTION EDR/SHOP
1/20/2022	RICOH USA , INC	60.00	COPIER ADMINISTRATIVE OFFICE
1/20/2022	RICOH USA , INC	190.88	COPIER ADMINISTRATIVE OFFICE
1/20/2022	ROCKY MOUNTAIN POWER CO.,	18,486.28	POWER BARTON WELLS 1&2
1/20/2022	STAPLES BUSINESS CREDIT	20.94	C BATTERIES FOR OFFICE
1/20/2022	STAPLES BUSINESS CREDIT	20.88	BATTERY 12V ALK - OPENERS FOR WWTP
1/20/2022	STAPLES BUSINESS CREDIT	193.91	OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	27.60	OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	437.49	END OF YEAR OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	34.64	END OF YEAR OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	87.96	MONTHLY PLANNERS OFFICE
1/20/2022	STAPLES BUSINESS CREDIT	3.40	END OF YEAR OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	51.96	END OF YEAR OFFICE SUPPLIES
1/20/2022	STAPLES BUSINESS CREDIT	17.38	MACHINE TAPE FOR FRONT OFFICE
1/21/2022	CASELLE, INC.	1,800.00	MONTHLY CONTRACT SUPPORT CHARGES
1/21/2022	ROCKY MOUNTAIN POWER CO.,	1,030.37	POWER SHOP/TANKS
1/21/2022	ROCKY MOUNTAIN POWER CO.,	27.91	POWER BACCHUS TANKS
1/21/2022	ROCKY MOUNTAIN POWER CO.,	330.92	POWER CEMENT BLDG SHOPS
1/21/2022	ROCKY MOUNTAIN POWER CO.,	1,449.78	POWER 7600 RESERVOIR
1/24/2022	ELECTRO POWER UTAH LLC	1,377.00	REPAIR INFLUENT CHOPPER PUMP VFD ISSUES
1/24/2022	MECHANICAL SERVICE & SYSTEMS, INC.	779.00	HAYNES # 4 RADIANT TUBE HEATER MOTOR FIX
1/24/2022	MECHANICAL SERVICE & SYSTEMS, INC.	2,342.00	EDR HEATING REPAIRS
1/24/2022	MID ATLANTIC TRUST COMPANY	2,298.54	401(K)
1/24/2022	MID ATLANTIC TRUST COMPANY	2,298.54	401(K)
1/24/2022	STANTEC CONSULTING SERVICES INC.	5,913.28	MAGNA WATER WESTSIDE COLLECTIONS SYSTEM PROJECT
1/24/2022	STANTEC CONSULTING SERVICES INC.	1,512.00	WATER AND WASTE WATER PROJECT SUPPORT
1/25/2022	ANSERFONE	281.60	NIGHT ANSWERING SERVICE
1/25/2022	BLUELINE SERVICES	51.50	PRE-EMPLOYMENT DRUG SCREENS & BACKGRND CHECKS
1/26/2022	AQS ENVIRONMENTAL SCIENCE	2,000.00	SEWER CHEMIST CONSULTANT
1/26/2022	ELECTRO POWER UTAH LLC	1,925.73	REPLACE BROKEN BREAKER FOR INFLUENT BLEND PUMP
1/26/2022	HUNTER, MATTHEW	250.00	WATER TREATMENT II TEST REIMBURSEMENT
1/26/2022	KEN GARFF FORD WEST VALLEY	884.75	UREA EMISSION FLUID REDUCTION PUMP REPAIR
1/26/2022	MECHANICAL SERVICE & SYSTEMS, INC.	458.00	TROUBLE SHOOT RTU AT EDR
1/26/2022	STANTEC CONSULTING SERVICES INC.	9,152.30	WESTSIDE SEWER COLLECTION SYSTEM SUPPORT
1/26/2022	STANTEC CONSULTING SERVICES INC.	16,108.00	MAGNA WATER WASTEWATER INFLUENT PROJECT
1/26/2022	THYSSENKRUPP ELEVATOR CORPORATION	1,982.99	MAINTENANCE INVOICE
1/27/2022	ASPHALT MATERIALS, INC.	1,461.00	COLD MULCH
1/27/2022	MOUNTAINLAND SUPPLY COMPANY	3,351.01	SHOP STOCK
1/27/2022	MOUNTAINLAND SUPPLY COMPANY	4,582.25	SHOP STOCK
1/27/2022	REGENCE BCBS OF UTAH	1,628.00	OPEB OBLIGATION
1/27/2022	REGENCE BCBS OF UTAH	1,664.00	OPEB OBLIGATION
1/27/2022	ROCKY MOUNTAIN POWER CO.,	412.67	POWER BOOSTER STATION
1/27/2022	ROCKY MOUNTAIN POWER CO.,	974.03	POWER HAYNES WELLS
1/27/2022	ROCKY MOUNTAIN POWER CO.,	278.38	POWER 8885 W 3500 S

**MAGNA WATER DISTRICT**  
**INVOICE PAYMENTS**  
**1/7/2022 TO 2/6/2022**

Check Issue Date	Payee	Amount	Description
1/27/2022	WEF MEMBERSHIP	85.00	MEMBERSHIP DUES
1/27/2022	WEF MEMBERSHIP	85.00	MEMBERSHIP DUES
1/27/2022	WEF MEMBERSHIP	85.00	MEMBERSHIP DUES
1/27/2022	WEF MEMBERSHIP	150.00	MEMBERSHIP DUES
1/27/2022	WEST VALLEY CITY	130.20	STORMWATER AT EDR
1/31/2022	AIRGAS USA, LLC - CENTRAL DIVISION	4.24	RENTAL OF CYLINDARS
1/31/2022	AIRGAS USA, LLC - CENTRAL DIVISION	50.88	RENATL OF CYLINDERS ACETYLENE & OXYGEN
1/31/2022	COSTCO WHOLESALE MEMBERSHIP	257.40	2022 MEMBERSHIP
1/31/2022	GFOA	490.00	ONLINE CONFERENCE
1/31/2022	RURAL WATER ASSOCIATION OF UT.	1,660.00	2022 ANNUAL CONFERENCE
2/1/2022	ALLSTREAM	2,645.16	TELEPHONE & DATA SERVICES
2/1/2022	DENTAL SELECT	1,376.99	INSURANCE
2/1/2022	FEDEX	323.27	SHIPPING CHARGES
2/1/2022	THE LINCOLN NATIONAL LIFE	602.51	INSURANCE
2/2/2022	DATA SERVICES	25.00	DATA SERVICES
2/2/2022	INDUSTRIAL SUPPLY CO., INC.	28.86	TAPE MEASURE
2/2/2022	INDUSTRIAL SUPPLY CO., INC.	266.47	GREASE GUN
2/2/2022	INDUSTRIAL SUPPLY CO., INC.	176.26	WEDGES & PRY BARS - BARTON WELL VALVES
2/2/2022	ROCKY MOUNTAIN POWER CO.,	46.97	POWER WWPT ADMIN BLDG
2/2/2022	ROCKY MOUNTAIN POWER CO.,	22,369.58	POWER SEWER PLANT
2/3/2022	CINTAS 1ST AID	18.87	FIRST AID CABINET SHOP
2/3/2022	CINTAS 1ST AID	70.28	FIRST AID CABINET OFFICE
2/3/2022	CINTAS 1ST AID	17.82	FIRST AID CABINET WWTP
2/3/2022	CINTAS 1ST AID	13.32	FIRST AID CABINET WWTP OFFICE
2/3/2022	CINTAS 1ST AID	13.32	FIRST AID CABINET EDR
2/3/2022	COLONIAL FLAG & SPECIALTY	473.00	FLAGS FOR THE OFFICE
2/3/2022	E.T. TECHNOLOGIES, INC	2,850.84	2022 ANNUAL SLUDGE REMOVAL
2/3/2022	E.T. TECHNOLOGIES, INC	3,117.41	2022 ANNUAL SLUDGE REMOVAL
2/3/2022	FISHER SCIENTIFIC	600.47	LAB SUPPLIES-WWTP
2/3/2022	HACH COMPANY	12,684.94	CLARIFIER SENSORS WWTP
2/3/2022	KENWORTH SALES CO., INC	10.62	O-RINGS
2/3/2022	MECHANICAL SERVICE & SYSTEMS, INC.	3,457.33	REPLACE AIR CHILLER 4100 S 8400 W BOOSTER PUMP
2/3/2022	METERWORKS	5,000.00	RECEIVER FOR METER READING
2/3/2022	NEWMAN CONSTRUCTION	207,638.62	2021 WATER LINES PROJECT
2/3/2022	PRIDE EXCAVATING	1,800.00	REFUND OF HYDRANT METER DEPOSIT
2/3/2022	RAMP DEVELOPMENT GROUP	3,100.00	REPAIR PUMP HOUSES
2/3/2022	REMOTE CONTROL SYSTEMS. INC.	1,000.00	YEARLY SCADA SYSTEM UPGRADE
2/3/2022	SMITH & LOVELESS, INC	97.75	SIGHT GLASSES FOR GRIT PUMPS-WWTP
2/3/2022	SMITH HARTVIGSEN, PLLC	164.50	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER
2/3/2022	SMITH HARTVIGSEN, PLLC	3,670.00	GENERAL LEGAL MATTERS
2/3/2022	SMITH HARTVIGSEN, PLLC	187.50	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER
2/3/2022	SMITH HARTVIGSEN, PLLC	391.50	EMPLOYMENT LAW & OTHER CONFIDENTIAL MATTER
2/3/2022	SPEEDS POWER EQUIPMENT	166.62	BELT KITS FOR STIL TS440 SAWS
2/3/2022	STANDARD PRINTING COMPANY	2,217.81	PROCESS OF MONTHLY BILLINGS
2/3/2022	THE SALT LAKE TRIBUNE	150.20	LEGAL NOTICES POSTED
2/3/2022	VORTEX COLORADO, INC.	473.06	REPAIR ROLLING STEEL DOOR-WWTP
		\$ 813,456.35	

MAGNA WATER DISTRICT INVOICE PAYMENTS PAID BY BOND PROCEEDS 1/7/2022 TO 2/6/2022			
Check Issue Date	Payee	Amount	Description
		\$ -	

MAGNA WATER DISTRICT ZIONS BANK BOND PAYMENT 1/7/2022 TO 2/6/2022			
Check Issue Date	Payee	Amount	Description
1/26/2022	ZIONS FIRST NATIONAL BANK	83626.46	5436869-BOND SER 2013
		\$ 83,626.46	

# **CLARIFIER DRIVES**





## Two (2) Replacement C42 Drives

Magna, UT

### Owner

City of Magna  
Magna, Utah

### Engineer

WesTech Engineering LLC  
SLC, Utah

### Quote Provided by

David Worthington  
801-265-1000 X 171  
[dworthington@westech-inc.com](mailto:dworthington@westech-inc.com)

David Jenkinson  
801-265-1000 X248  
[djenkinson@westech-inc.com](mailto:djenkinson@westech-inc.com)

### WesTech Represented by

Goble Sampson  
David Ritter  
3500 S. Main, Suite 200  
Salt Lake City, UT 84115  
801-268-8790  
[dritter@goblesampson.com](mailto:dritter@goblesampson.com)

WesTech Proposal: 2299002  
Date: January 5, 2022

**WESTECH**





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## Technical Proposal

Overview of WesTech Drive Units

Item A – Replacement WesTech C42 Cage Drive

## Commercial Proposal

## Terms & Conditions

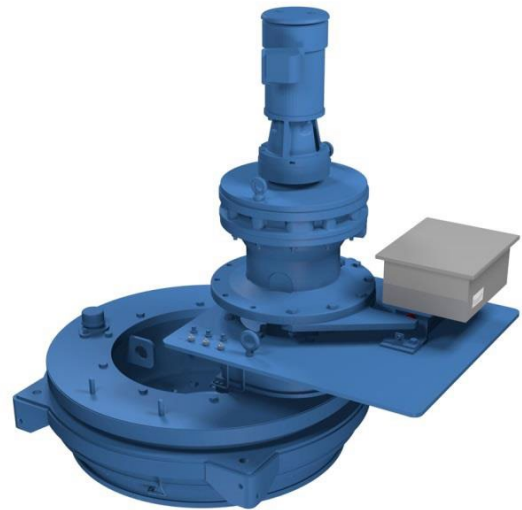
# Technical Proposal

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## Overview of WesTech Drive Units

WesTech is well known for providing top-quality process equipment for water treatment and wastewater treatment. WesTech stands behind their equipment, which has proven to meet the toughest of requirements. The WesTech drive unit has helped earn this reputation.

WesTech clarifier and thickener drive units provide the rotational force necessary to turn rake arms in a circular basin, transporting settled solids to the center of the tank for removal. WesTech's drive design takes advantage of direct in-line, high-efficiency reducer and motor stacks. In addition, WesTech provides durable precision bearings, state-of-the-art torque protection, combined as appropriate to result in off-the-shelf but customized designs for various process applications.



### The proposed Drive Unit to Include:

#### Direct Coupling

Direct coupling of motor, reducer, and pinion shaft eliminates chain or belt drive transmissions, thus increasing efficiency and operator safety. This arrangement also allows for direct and accurate torque monitoring with WesTech's Torkmatic™ torque control.

#### Electric Motor

The electric motor, direct coupled to a speed reducer, rotates the internal gear by means of a pinion fastened to the output shaft of the speed reducer. The drive control pointer indicates the torque loading in percentages.

#### Input Speed Reducer

The speed reducer, driven by the motor, is completely sealed oil or grease lubricated unit. It is of the cycloidal type, which combines extremely high ratios with high efficiency and low wear in a compact unit. Torque transmitting elements roll rather than grinding or sliding, thus achieving efficiencies of 90 percent. Virtually no wear failures have occurred in properly sized WesTech drives.

#### Torkmatic™ Drive Control, Overload Protection

The Torkmatic drive control indicates and senses the output torque of the drive main gear. At excessively high torques, an alarm will sound, or the motor will stop, thus protecting the drive unit and mechanism. The torque control mechanism is extremely accurate at reading torque and is protected by

a NEMA 4X weatherproof enclosure. For an additional fee, the torque control can be equipped with a 4-20 mA signal output for customer convenience and monitoring of the process from a remote location.

### **Precision Bearing Advantages**

#### **Precision Manufacturing Tolerances**

The bearings utilized are acceptable for high load, high speed applications and are manufactured by recognized bearing companies. The use of these precision bearings is widespread among larger and more heavily loaded clarifier and thickener mechanisms common to the metallurgical industries.

#### **Exceptional long life and load capacities**

Instead of applying the bearing load in four points on the bearing balls as with old-style strip lined bearings, the precision bearing utilizes a full band contact race with hardness equal to that of the strip liners. Calculated bearing life is at least five times that for strip liners of the same ball size and diameter. The need for splitting gears and housings is eliminated because of the superior service life.

#### **Overturning Load Capacity**

Strip lined bearings have no inherent overturning load capacity and must rely on the mechanism weight alone to hold the bearing race together. This capacity of the precision bearing makes possible tank settling, misalignment, and lack of precision leveling of the drive during installation and operation a far less determining factor in premature bearing failure.

#### **Main Bearing Protection**

WesTech gear housings protect from dirt and contamination using designed neoprene seals and gaskets, whereas strip lined bearings can only use a loose felt seal. WesTech precision gears also allow the bearing to run in a separate sealed grease cavity, which achieves additional protection from contamination.

## Item A – Replacement WesTech C42 Cage Drive

WesTech shall supply a replacement WesTech C43 Cage Drive, Model No. DV8050, to replace the existing drive unit on a 75-foot diameter Clarifier, 3595 at Magna WWTP in Magna, UT.

Drive Unit Details	
Description	Proposed Used Unit
Drive Type	C31 Cage Drive
Housing Material	Steel
Duty Rated Torque (ft-lbs)	2,100
Rake Tip Speed (RPM)	0.040
Motor Size (HP)	½
Motor Speed/VAC/Hz/Phase	1800 RPM/460V/60Hz/3 Ph
Torque Control Settings (ft-lbs)	Alarm: 2,310 Motor Cutout: 2,520
Main Gear and Pinion Lubrication	Oil
Main Bearing Lubrication	Grease
Attachment Points to Column & Cage	Same as Existing Drive

### Warranty

Five (5) years after the date of startup, or five (5) years and six (6) months after the date the product was shipped from WesTech to the purchaser, whichever date occurs first.

### Clarifications/Comments

- WesTech will send a technician on site to measure the attachment points of the existing drive unit to the existing center shaft and bridge.
- Installation of the drive unit is to be done by others, unless purchased as part of this proposal.
- One (1) electronic PDF copy of the Operation & Maintenance Manual for the drive unit is included.
- This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.
- All field surface preparation, field paint, touch-up, and repair to shop painted surfaces are not by WesTech.

## **Equipment Option**

### **Clarifier Control Panel**

The clarifier controls will be housed in a single NEMA 4X, wall-mount, 304 stainless steel enclosure with painted steel back panel, and mounting feet. The control panel will be provided with door mounted off/on switch, run light, motor cutout light, alarm silence and reset pushbuttons. A thermal magnetic combination motor starter with internally reset thermal overloads, control relays, timer, terminal blocks, fuses and fuse blocks and other supporting hardware are provided. A control power transformer will provide 120VAC for internal controls. The transformer will have both primary legs and one secondary leg fused.

A top mounted, amber strobing alarm light and horn shall provide indication of a high torque condition. A door mounted reset pushbutton clears all interlocks after the high torque conditions have been removed.

The control panel is wired to accept a single 480VAC, 3 phase, 60 Hertz power feed from the customer. A 3-pole molded case circuit breaker with pad-lockable disconnect handle is provided for short circuit protection. All wiring for field connections will be brought to a terminal strip. All interconnecting wiring is to be by others.

### **Purchase Additional Cage Drive Units**

You have multiple clarifiers that may need the drive unit replaced. WesTech offers a reduced price on an identical second (or more) drive unit when it is purchased on the same purchase order as the first drive unit.

### **Rebuild Inspection of the Existing Drive Unit**

You may want to consider having the existing C42 drive unit rebuilt for a shelf spare. At this point, WesTech will quote a price to inspect the existing drive unit at the factory. This inspection will determine which parts could be reused and which should be replaced. WesTech will then provide a quote to rebuild the existing drive unit – replacing the identified parts and giving it a fresh coat of paint. When purchased, a drive rebuild quote will include the inspection fee. Otherwise, the purchaser is responsible for the inspection fee.

You may also want to consider refurbishment of the existing drive unit. Refurbishment is different from a rebuild in that all the moving parts and torque control device are replaced, and the drive is refurbished and warranted as a new drive unit. The price of a refurbished drive unit is approximately 80% of the price of a new drive unit.

## **Service Options**

### **Startup Service**

This service provides a one-day onsite trip for a WesTech technician to come onsite and inspect the installation of one (1) drive unit, startup of the drive unit, and provide maintenance training for plant

personnel. Travel expenses are included in the fee. WesTech recommends that this service be arranged four (4) weeks prior to the completion of the installation of the drive unit.

### Technical Support During Installation

WesTech will have a technician to come onsite and provide technical support during the removal of the existing drive unit and the installation of the new drive unit. After the installation, the technician will startup of the drive unit, and provide maintenance training for plant personnel. Travel expenses are included in the fee. WesTech recommends that this service be arranged four (4) weeks prior to the commencement of the drive unit installation.

### Installation Service

WesTech shall provide the manpower, supervision, and tools to remove the existing thickener and drive and install the new WesTech equipment on a [size1]-foot diameter [WesTech equipment type, Project No. ([prime job number])] at [Plant Name] in [City, State]. The quoted fee is for one (1) mechanism. Additional mechanism installations will cost the same fee, per installation.

### Installation of Equipment

On-Site Removal & Erection	
Details	Description
Site Location	Magna, Ut.
Equipment Location	Open tank
Labor Type	Non-union ...The foreman will be the crew lead for quality and safety
Work Schedule	50 hours/week, 5 days/week, day shift – site access 24/7
Scope of Items Erected	( 2 ) 75 foot Diameter Clarifier Mechanism – Remove existing & Install new

ITEM	TASK	Owner	WesTech
1.00	PROJECT SERVICES		
1.20	GA Drawings		✓
1.30	Project Management		✓
1.35	Civil work – Pipe / underground protection	✓	
1.37	Site Training – ½ day allowed	✓	
1.40	Mobilization / Demobilization		✓
1.60	Supervision & Quality control		✓
1.70	Safety and Coordination – any dedicated safety personnel	✓	
1.71	Operation & Maintenance Manuals		✓

1.73	Equipment Check-out and Calibration (if power is connected)		✓
1.78	Storing / Receiving / Transporting to work area	✓	
<b>2.00</b>	<b>SITE WORK</b>		
2.10	Permits – any necessary	✓	
2.11	Gaskets & bolts for interconnecting piping to WesTech nozzles	✓	
2.12	Grouting of floor (if required)	✓	
2.13	Electrical power 440V at 120A or 110V at 240A + 110V at 60A	✓	
2.14	Provide safe working environment	✓	
2.15	Power line spotter if necessary	✓	
2.16	Roll-off dumpsters and disposal of demolished materials	✓	
2.17	Lift plans	✓	
2.18	Remove of existing mechanism (or drive unit if that is the only purchase)		✓
2.19	Installation of new mechanism (or drive unit if that is the only purchase)		✓
2.20	Hydro test water, connections & disposal	✓	
2.21	Tenting, heating – cold weather items	✓	
2.3	Security and/or fencing for job site, including lay down area	✓	
<b>11.00</b>	<b>EQUIPMENT</b>		
11.3.1	Engineering & Design		✓
11.60	Cranes, forklifts for remove /installation		✓
<b>16.00</b>	<b>ELECTRICAL</b>		
16.1.0	Electrical Equipment		
16.1.6	System control panel		✓
16.1.7	Disconnect / Hook-ups / Electrical Wiring, Conduit	✓	

## Commercial Clarifications

**Arbitration:** Any controversy or claim arising out of or relating to this proposal or breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the

American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

**Damages:** WesTech does not take responsibility for damage to concrete floors, roadways, paved surfaces, or landscaping which may occur during normal erection work. WesTech will not be liable for incidental or consequential damages for any reason whatsoever.

**Escalation:** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of WesTech, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.5% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to WesTech that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources. Carbon material escalation will be based on the US Midwest Domestic Index, current flats and longs indexes, in effect at the time of bid. Stainless material escalation will be based the Argus Metals Stainless Steel ex works US base price plus surcharge for flat and bar (per design specified alloy), in effect at the time of bid.

**Taxes, Codes, and Permits:** It is WesTech's intent to comply with all state and local laws, ordinances, codes, and regulations. Due to the large marketing area WesTech services, it is not feasible to attempt to research all these requirements. WesTech is not aware of any special state or local codes that would require changes in this proposal design, however, the associated costs would be for the Purchaser's account. Federal, state, and local permits to be provided by and paid for by the Purchaser.

**Backcharges:** WesTech will not accept any responsibility or charge for modifications, repair, servicing, adjustment unless approved in writing by WesTech prior to any work being performed.

**Integration of Order:** All the erection clarifications of this proposal shall become an integral part of a resultant order.

**Note: Any Item Not Listed Above to Be Furnished by Others.**

**Items Not by WesTech:**

Electrical wiring, conduit or electrical equipment, piping, valves, or fittings, lubricating oil or grease, field painting or touch painting, field welding, erection, detailed shop fabrication drawings, performance testing, unloading, storage, concrete work, field service, (except as specifically noted).

This proposal has been reviewed for accuracy and is approved for issue:



By: David Worthington

Date: 1-5-22

# Commercial Firm Proposal

Quote Name: Magna WWTP, UT

Proposal Number: 2299002

Date: January 5, 2022

WesTech Reference Project #: 3592

## 1. Bidder's Contact Information

Company Name	WesTech Engineering LLC
Contact Name	David Worthington
Phone	801-265-1000 X171
Email	Dworthington@westech-inc.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Budget Pricing

Currency

US Dollars

Scope of Supply

**Item A – Replacement WesTech C42 Cage Drive qty ( 1 )**

\$59,194.00 ea

**Option: Startup Service**

Included in above pricing

**Option: Turnkey installation**

Included in above pricing

**Control and Communication Box**

\$9,800.00 ea

Prices are for a period not to exceed 30 days from date of proposal.

Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)

**Not Included**

## 3. Payment Terms

Net due 30 days after shipment

100%

All payments are net 30 days. Partial shipments are allowed. Other terms per WesTech proforma invoice.

## 4. Schedule

The estimated time to shipment after a purchase order is received OR written submittal approval.

14 weeks

## 5. Freight

FOB Shipping Point, with the freight cost to the jobsite included in the price.

# Terms & Conditions

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. Specifications:** WesTech Engineering LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. Items Included:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. Parties to Contract:** WesTech Engineering LLC is not a party to or bound by the terms of any contract between WesTech Engineering LLC's customer and any other party. WesTech Engineering LLC's undertakings are limited to those defined in the contract between WesTech Engineering LLC and its direct customers.

**4. Price and Delivery:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering LLC of any liability for shipping damages or shortages.

**5. Payments:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. Payment Terms:** Credit is subject to acceptance by WesTech Engineering LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering LLC until such payment has been received.

**7. Escalation:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering LLC that occur in the time period between quotation and shipment by WesTech Engineering LLC. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

**(a)** The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the

Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.

**(b)** Price revision for items furnished to, and not manufactured by WesTech Engineering LLC, which exceed the above escalation calculation, will be passed along by WesTech Engineering LLC to Purchaser based upon the actual increase in price to WesTech Engineering LLC for the period from the date of quotation to the date of shipment by WesTech Engineering LLC. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

**8. Approval:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering LLC supplying any equipment shall be such complete approval.

**9. Installation Supervision:** Prices quoted for equipment do not include installation supervision. WesTech Engineering LLC recommends and will, upon request, make available, at WesTech Engineering LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering LLC or installed in accordance with WesTech Engineering LLC's instructions, and inspected and accepted in writing by WesTech Engineering LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering LLC personnel in making adjustment or changes must be paid for at WesTech Engineering LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering LLC will supply the safety devices described in this proposal or shown in WesTech Engineering LLC's drawings furnished as part of this order but excepting these, WesTech Engineering LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. Acceptance of Products:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. Taxes:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**12. Title:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering LLC may suffer from any cause.

**13. Insurance:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. Shipments:** Any shipment of delivery dates recited represent WesTech Engineering LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering LLC for failure to ship or deliver on such dates.

WesTech Engineering LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering LLC's reasonable control and occurring at a location other than WesTech Engineering LLC or its supplier's shipping points, WesTech Engineering LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. Warranty:** WESTECH ENGINEERING LLC WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING LLC SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

**16. Patents:** WesTech Engineering LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering LLC needed information, assistance, and authority to enable WesTech Engineering LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering LLC's request. The foregoing states the entire liability of WesTech Engineering LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering LLC assumes no responsibility for process patent infringement.

**17. Surface Preparation and Painting:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other

touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering LLC encourages the Purchaser to order these components without primer.

WesTech Engineering LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering LLC requests that Purchaser's order advise of the paint selection. WesTech Engineering LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. Cancellation, Suspension, or Delay:** After acceptance by WesTech Engineering LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. Return of Products:** No products may be returned to WesTech Engineering LLC without WesTech Engineering LLC's prior written permission. Said permission may be withheld by WesTech Engineering LLC at its sole discretion.

**20. Backcharges:** WesTech Engineering LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering LLC-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering LLC employee, by a WesTech Engineering LLC purchase order, or work requisition signed by WesTech Engineering LLC

**21. Indemnification:** Purchaser agrees to indemnify WesTech Engineering LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**22. Entire Agreement:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**23. Motors and Motor Drives:** In order to avoid shipment delays of WesTech Engineering LLC equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**24. Extended Storage:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**25. Liability:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering LLC against which a claim is sought.

**26. Arbitration Negotiation:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# **LEGISLATIVE UPDATE**

# Water & The Law

257 East 200 South, Suite 500 | Salt Lake City, UT 84111 | 801.413.1600

## 2022 Legislative Preview Issue

Legislative Preview  
on Water Related Bills

Welcome to the 2022 Legislative Preview Issue of *Water & The Law*. We hope you will find this newsletter to be helpful and informative. As always, we welcome your feedback. If you have questions or comments, please reply to this email or call us at 801-413-1600.

## Contact Us

If you have any questions or if you would like to see something discussed in future, please let us know by sending an email to [info@water.law](mailto:info@water.law)

or contact one of us directly through the following links:

[Craig Smith](#)  
[Jeffry Gittins](#)  
[Nathan Bracken](#)  
[Donald Lundwall](#)  
[Ethan Smith](#)  
[Jay Springer](#)  
[Peter Gessel](#)

## Upcoming Conferences

### Rural Water Association of Utah Annual Conference

Feb. 28 - Mar. 4, 2022  
St. George, UT

For more information, click [here](#)

### Utah Water User's Association Annual Workshop

Mar. 21 - 23, 2022  
St. George, UT

For more information, click [here](#)

### Water Law and Policy Annual Seminar

Mar. 21, 2022  
St. George, UT

For more information, contact  
Donna Keeler at  
801-292-4664

## Legislative Preview on Water Related Bills

### House Bills

#### HB 21 - School and Child Care Center Water Testing

Rep. Stephen G. Handy

House Bill 21 requires each school and child care center to test their water taps for lead by December 31, 2023. The samples must be submitted for testing to a certified laboratory that has entered into a memorandum of understanding with the Division of Water Quality. Tests are not required for taps that have been tested within the past six years. Subject to appropriations, the Division will pay the laboratory for the costs of the testing. If a test result shows actionable levels of lead, the school or child care center must take steps to stop using the water tap or reduce the lead level below actionable levels. Administrative rules will be drafted regarding procedures and standards for reducing the lead levels, as well as possible grants to pay for the costs associated with remediation actions. The bill seeks to appropriate \$3.5 million from the American Rescue Plan funds to pay for the testing.

To read the full text of the bill, click [here](#)

#### H.B. 33: Instream Flow Amendments

Rep. Joel Ferry

H.B. 33 would amend Utah's instream flow statute (Utah Code § 73-3-30) to allow water rights to be used to benefit Great Salt Lake levels and other sovereign lands. Currently, the statute is limited to stream channels, whereas the bill would allow water rights to be used in Great Salt Lake and other sovereign lands if the use: (1) contributes to the propagation or maintenance of wildlife; (2) the management of state parks; or (3) the reasonable preservation or enhancement of the natural aquatic environment. The bill would also add the Utah Division of Forestry, Fire, and State Lands to the list of state agencies that can file change applications under the statute, which currently includes the Divisions of Wildlife Resources and the Division of State Parks. The bill would also allow right holders or water right lessees to file change applications to support instream flows or to support sovereign lands in accordance with the above requirements for one to ten years.



**American Water Works  
Association - Intermountain  
Section Midyear Conference**  
Apr. 21, 2022  
Midway, UT  
For more information, click  
[here](#)

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### **Water Blog**

To view more information  
about water law in Utah, visit  
our water blog at

[utahwaterrights.blogspot.com](http://utahwaterrights.blogspot.com)

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Importantly, the bill would remove the so-called “priority penalty” under the current statute, which requires the State Engineer to administer an instream flow change application according to the date the application was filed rather than its underlying priority date. This priority penalty usually makes instream flow change applications the most junior water right in the stream channel where the instream flow is located, which has limited the effectiveness of instream flow applications by allowing other right holders, including junior right holders, to divert and use water intended for instream purposes.

Rep. Ferry’s bill also responds directly to the HCR 10 report, which the Departments of Natural Resources and Environmental Quality issued in 2020 in response to a request from the Legislature that asked the agencies to work with stakeholders to identify ways to support flows to Great Salt Lake. Among other things, the report suggested amending Utah Code § 73-3-30 to better support Great Salt Lake.

To read the full text of the bill, click [here](#)

#### **HB 37 - State Water Policy Amendments**

Rep. Keven J. Stratton

House Bill 37 makes a minor modification to the State’s water policy in Utah Code section 73-1-21. The added wording is underlined in the quoted language: “Utah will promote...continued improvements in the management of water resources through protection, restoration, and science-based evaluation of Utah watersheds, increased reservoir capacity, and aquifer recharge or aquifer storage and recovery”

To read the full text of the bill, click [here](#)

#### **HB 64: Drinking Water Amendments**

Rep. Christine F. Watkins

The Division of Drinking Water engaged in an extensive study and outreach process to determine how best to fund badly needed increases in capacity to implement the Safe Drinking Water Act. The Division determined that the best way to fund its programs is to impose an annual fee on retail water suppliers. The fee is up to \$1.20 per equivalent residential connection or a minimum of \$25, with the funds collected by the state treasurer and deposited in a new, restricted Drinking Water Capacity Account. The revenues, which the Division anticipates will be \$1.6 million per year, may be used for compliance, planning, and technical assistance for public water systems.

To read the full text of the bill, click [here](#)

#### **HB 95: Landscaping Requirements Prohibition**

Rep. Raymond P. Ward

#### **HB 121: Water Conservation Modifications**

Rep. Robert M. Spendlove

In Utah, “turf” is the newest four-letter word. Two bills seek to save water by prohibiting local governments from requiring lawns. HB 95, “Landscaping Requirement Prohibition” prohibits municipalities and counties from requiring the planting and maintaining of lawn or turf through land use regulation. HB 121, “Water Conservation Modifications,” goes even further and also prohibits condominiums, homeowner associations, and mobile home park owners from requiring lawns to be planted or

maintained. Both bills would amend the enabling law for land use regulation, known as the “Land Use Development and Management Act” found in Title 10 Chapter 9a (municipalities) and Title 17 Chapter 27a (counties) of the Utah Code, to prohibit cities and counties from requiring lawns or turf to be planted or maintained through land use regulation.

Depending on your point of view, these bills are either long overdue recognitions that Utah is the second driest state and must conserve its most precious resource, or symbolic acts in a state where over 80% of water is used for agriculture. In either case, local governments will likely view the bills as yet another encroachment by the Utah Legislature on traditionally local areas of control. HB 121 goes a step further and takes away the same power from private associations and mobile home park owners. Neither bill prohibits property owners from choosing to plant and maintain lawns. Thus, xeriscaping will not make lawnmowers and sprinklers a relic of the past.

To read the full text of HB 95, click [here](#)  
To read the full text of HB 121, click [here](#)

### **HB 115: Water Distribution Efficiency** Rep. Melissa G. Ballard

Rep. Ballard presented the latest version of her bill which focuses on water loss accounting. This is the third legislative session in which she is running the bill, though it has changed drastically from its first iteration. The most recent version requires the governing bodies of water distributors—defined as retail water suppliers with at least 500 connections and water conservancy districts—to adopt standards defining what constitutes an acceptable annual water loss. The water distributors must then prepare annual reports for their governing bodies detailing the amount of water lost within their systems. If the loss is greater than the standard adopted by the governing body, the governing body must implement one or more processes to address the loss. These processes include water loss audits, leak detection procedures, infrastructure assessment and replacement plans, and meter accuracy assessments. The Division of Water Resources must also post annual summaries of the water loss data which is currently being reported by water distributors to the Division of Water Rights.

To read the full text of the bill, click [here](#)

### **Senate Bills**

#### **SB 31 - Water Rights Proofs on Small Amounts of Water** Sen. Scott Sandall & Rep. Joel Ferry

Senate Bill 31 grants the State Engineer the ability to, under certain circumstances, issue a certificate on a water right even when the proof does not conform to the underlying approved application. The State Engineer is able to issue these nonconforming water certificates only when it meets all of the following conditions: it does not impair the existing right, the actual point of diversion represented in the proof is located within 660 feet of the point of diversion described, the point of diversion is located on the same parcel, the place of use represented in the proof is located in a quarter-quarter section or lot that is adjacent to the place of use in the underlying

approved application, and the purpose of use is represented in the proof is adjusted without exceed the amount of water.

To read the full text of the bill, click [here](#)

### **S.B. 73 - Flow Rates or Quantity for Plumbing Fixtures**

Sen. Jani Iwamoto

Senator Iwamoto's S.B. 73 would amend modify the residential plumbing code to require water efficient water fixtures for new construction. Specifically, it would set the flow rates for lavatory faucets at 1.5 gpm at 60 psi, shower heads at 2 gpm at 80 psi, and water closets at 1.28 per flushing cycle. Urinals would also be required to comply with a requirement of 0.5 gallon per flushing cycle.

To read the full text of the bill, click [here](#)

### **SB 89: Water Amendments**

Sen. Jani Iwamoto

Sen. Iwamoto's bill amends Section 73-10-32 of Utah Code which addresses the adoption of water conservation plans by retail water suppliers with at least 500 connections and water conservancy districts (which are both defined as "water providers" in the bill). The substantive changes made in the bill include a requirement that the Division of Water Resources adopt, by rule, regional water conservation goals that are developed by the division and reevaluated every ten years. Water providers must adopt conservation goals in their water conservation plans that are at least as stringent as the regional goals, or else provide a reasonable justification for why the water providers' goals cannot meet the regional goals. Retail water suppliers must also include their rate structures in their water conservation plans. The plans must be posted on the water providers' websites.

To read the full text of the bill, click [here](#)

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We welcome feedback and questions. Please contact us at [info@Water.law](mailto:info@Water.law)  
Or Visit us at [www.Water.law](http://www.Water.law)

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Your copy should address 3 key questions: Who am I writing for? (Audience) Why should they care? (Benefit) What do I want them to do here? (Call-to-Action)

Create a great offer by adding words like "free" "personalized" "complimentary" or "customized." A sense of urgency often helps readers take an action, so think about inserting phrases like "for a limited time only" or "only 7 remaining!"

**INDIGO WATER**

<b>2021 Course Access Has Ended</b>  0000 2021 Courses and Learning Paths are NO LONGER AVAILABLE DOCUMENT Not Started	  0000 Introduction to Indigo Water Group VIDEO Not Started	<b>2022 Courses</b> Purchase individual courses from this folder.  0001 2022 Courses FOLDER In Progress (1/74)	<b>2022 Required Regulatory Courses</b>  0001 2022 Regulatory Training Courses LEARNING PATH Not Started	<b>Course Approval Numbers and TUs / CEUs</b>  0002 TU Approvals and Bundle Descriptions FOLDER In Progress (0/3)	<b>2021 Wastewater Short School</b> Counts as 30-days of entry level work experience for the D or S wastewater exam  2021-15 On-Line Wastewater Short School (42 hours) LEARNING PATH In Progress (81% viewed)	<b>2021 Drinking Water Short School</b> Counts as 30-days of entry level work experience for the D or S drinking water exam  2021-16 On-Line Drinking Water Short School (36 hours) LEARNING PATH Paid Course (\$550.00 USD)
<b>2022 Bundle Descriptions &amp; Approvals</b>  2022-00 Learning Path Descriptions LEARNING PATH In Progress (4% viewed)	<b>2022 Math Bundle</b> 5.5 Hours of Math TUs for all certifications.  2022-01 Math Bundle (5.5 hours) LEARNING PATH Paid Course (\$88.00 USD)	<b>2022 Mix It Up</b> 10 Hours of TUs Approved for ALL certification types in CO  2022-02 Mix It Up - Universal Topics (10 hours) LEARNING PATH Paid Course (\$168.00 USD)	<b>2022 Water / Dist</b> 12 Hours of TUs Colorado Water D or T or Distribution 1 Renewal  2022-03 Water D or T / Distribution 1 Bundle (12 hours) LEARNING PATH Paid Course (\$152.00 USD)	<b>2022 Water / Dist</b> 6 MORE Hours of TUs Colorado Water C or S or Distribution 2 Renewal  2022-04 Water C or S / Distribution 2 Bundle (6 hours) LEARNING PATH Paid Course (\$96.00 USD)	<b>2022 Water / Dist</b> 6.5 MORE Hours of TUs Colorado Water B or Distribution 3 Renewal  2022-05 Water B / Distribution III Bundle (6.5 hours) LEARNING PATH Paid Course (\$104.00 USD)	<b>2022 Water / Dist</b> 6.5 MORE Hours of TUs Colorado Water B or Distribution 3 Renewal  2022-06 Water A / Distribution IV Bundle (6.5 hours) LEARNING PATH Paid Course (\$96.00 USD)
<b>2022 Wastewater</b> 13.5 Hours of TUs Colorado Wastewater D or Industrial D Renewal  2022-07 Wastewater D Bundle (13.5 hours) LEARNING PATH Paid Course (\$176.00 USD)	<b>2022 Wastewater</b> 7 MORE Hours of TUs Colorado Wastewater C or Industrial C Renewal  2022-08 Wastewater C or S Bundle (7 hours) LEARNING PATH Paid Course (\$112.00 USD)	<b>2022 Wastewater</b> 6.5 MORE Hours of TUs Colorado Wastewater B or Industrial B Renewal  2022-09 Wastewater B Bundle (6.5 hours) LEARNING PATH Paid Course (\$104.00 USD)	<b>2022 Wastewater</b> 7.0 MORE Hours of TUs Colorado Wastewater A or Industrial A Renewal  2022-10 Wastewater A Bundle (7 hours) LEARNING PATH Paid Course (\$112.00 USD)	<b>2022 Nutrients</b> 10 Hours of TUs Activated Sludge and Nutrient Removal  2022-11 Nutrient Removal Bundle (10 hours) LEARNING PATH Paid Course (\$160.00 USD)	<b>2022 Half &amp; Half</b> Colorado Dual Renewal TUs to Renew BOTH Water & Wastewater C or S  2022-12 Joint Renewal for Grade C or S Water AND Grade... LEARNING PATH Paid Course (\$208.00 USD)	<b>2022 Collection</b> 12.5 Hours of TUs Colorado Renewal Collection Systems I  2022-13 Collection Systems I Bundle (12.5 hours) LEARNING PATH Paid Course (\$160.00 USD)
<b>2022 Collection</b> 6.5 MORE Hours of TUs Colorado Renewal Collection Systems II  2022-14 Collection Systems 2 Bundle (6.5 hours) LEARNING PATH Paid Course (\$104.00 USD)	<b>2022 Collection</b> 6.5 MORE Hours of TUs Colorado Renewal Collection Systems III  2022-15 Collection Systems 3 Bundle (6.5 hours) LEARNING PATH Paid Course (\$104.00 USD)	<b>2022 Collection</b> 6 MORE Hours of TUs Colorado Renewal Collection Systems IV  2022-16 Collection Systems 4 Bundle (6 hours) LEARNING PATH Paid Course (\$96.00 USD)	<b>2022 Half &amp; Half</b> Colorado Dual Renewal TUs to Renew BOTH Collections I and Distribution I  2022-17 Collections+Distribution 1 Bundle (6 hours) LEARNING PATH Paid Course (\$120.00 USD)	<b>2022 Half &amp; Half</b> Colorado Dual Renewal TUs to Renew BOTH Collections II and Distribution II  2022-18 Collection+Distribution 2 Bundle (18.5 hours) LEARNING PATH Paid Course (\$216.00 USD)	<b>2022 Wastewater Short School</b> Counts as 30-days of entry level work experience for the D or S wastewater exam in Colorado.  2022-19 On-Line Wastewater Short School (42 hours) LEARNING PATH In Progress (8% viewed)	<b>2022 Drinking Water Short School</b> Counts as 30-days of entry level work experience for the D or S drinking water exam in Colorado.  2022-20 On-Line Drinking Water Short School (36 hours) LEARNING PATH Paid Course (\$550.00 USD)

# INDIGO WATER

## Services Currently in use:

- Test Taking Strategy and Preparation Guides
- Certification Exam Practice Questions
- Access to Online Training Library
- Mobile Access to Web Material





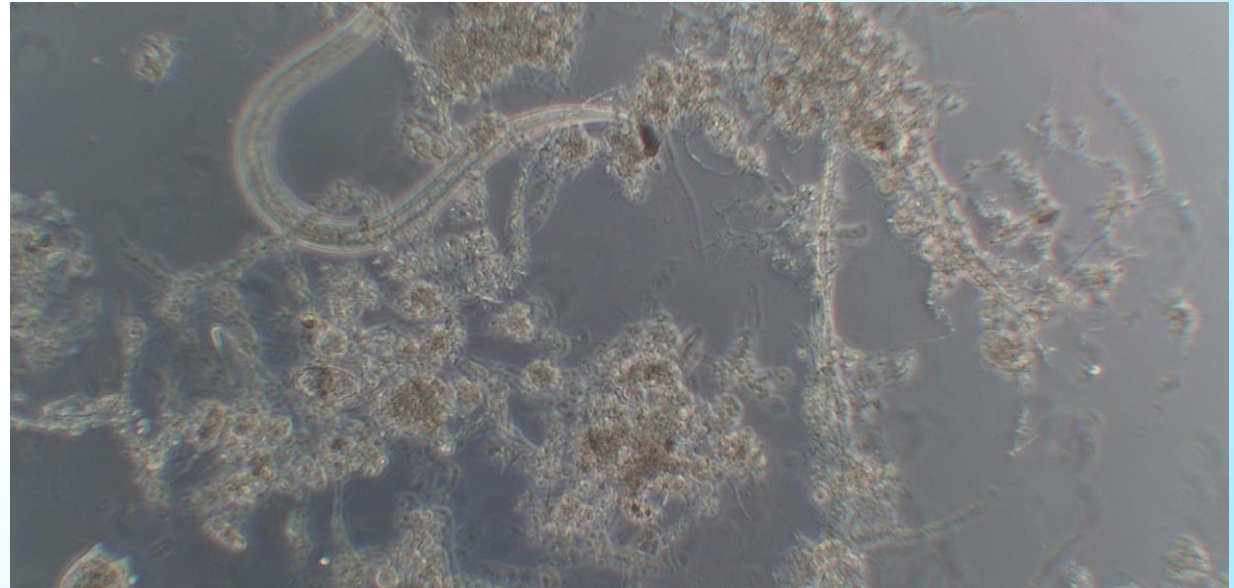
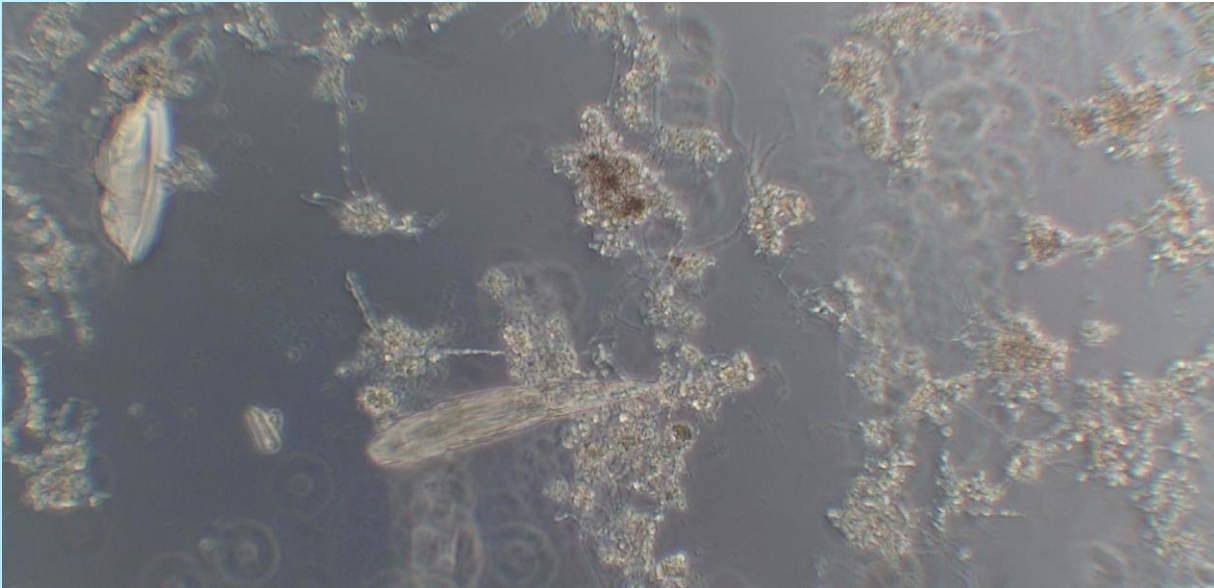
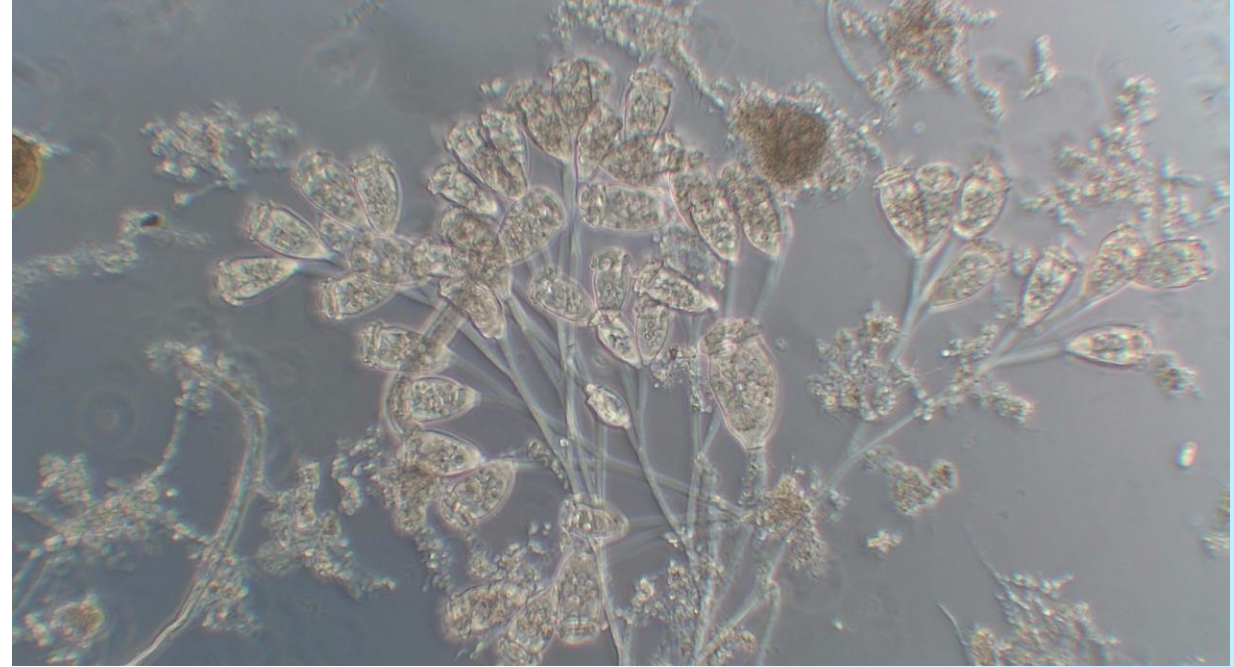
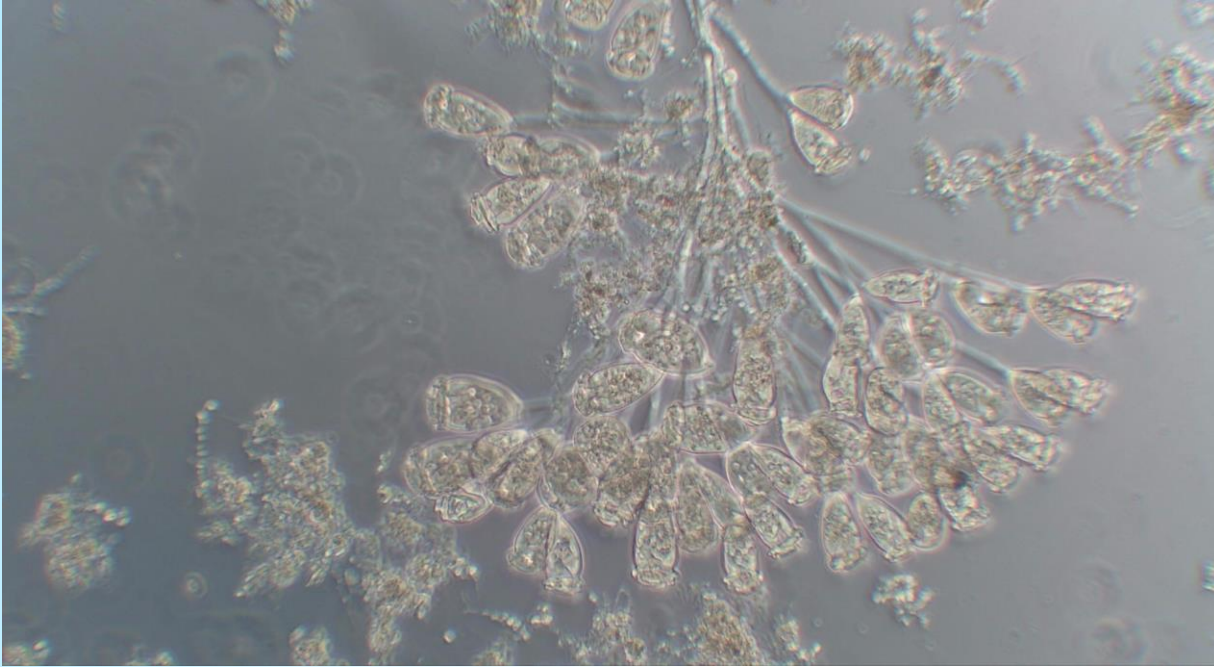
# Additional Services Requested:

- Process Control Consulting
- Making the most of our microscope and in-house sampling equipment
- Aeration Equipment Optimization and Oxidation Ditch Foam Variations
- Representative Sampling Quality & Control





# Microscope & Microorganism Identification Training Specific to the Magna Process:





# Foam variations & what parameters, organisms, or equipment adjustments can cause the variations:





**My local lab isn't set up to sample that. Can I sample that? Who can I send it to?**





November 12, 2021

Dallas Henline  
Wastewater Operations Manager  
Magna Water District  
8885 West 3500 South  
Magna, UT 84044

Quote: Wastewater Process Assistance

Dear Mr. Henline,

We are pleased to submit a proposal for operations assistance, troubleshooting, and training. Our standard terms and conditions are attached for your review.

Operations assistance, site-visits, and training will be done on a per request basis from the District and will be billed on a time and materials basis. Operations assistance may consist of data review, spreadsheet and calculation review, and/or process control discussions. Troubleshooting may require travel from our office to Magna Water District. Training may include virtual meetings through Zoom, review of past test scores, preparing study plans for upcoming certification exams, on-line training courses, and/or tailored on-site training. This proposal does not include engineering services as I am a licensed engineer in Colorado, but not in Utah.

Indigo Water Group's standard billing rates are listed on the following page. Please note that we invoice at half rate for travel time and invoice mileage at the current IRS rate. Hotel, meals, and incidentals are invoiced at the Federal per diem rates without markup. Receipts may be included with invoices upon request.

### **Proposed Cost**

For the services described above, Indigo Water Group shall be compensated on a time and materials basis plus expenses incurred directly for the project. The level of effort and proposed costs for services provided under this Agreement shall not exceed \$5,000 for the 2021 calendar year without prior, written authorization from the District. This Agreement may be extended in \$5,000 increments through December 31, 2022.

We appreciate this opportunity to work with the District. If you have any questions or require any modifications to this proposal, my contact information is listed below. We look forward to working with you.

Sincerely,

**Indigo Water Group**

Signature: Sidney Innerebner  
Sidney Innerebner, PhD, PE, CWP, PO  
Name: WEF Fellow  
Title: Principal / Owner

**Magna Water District**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## 2021/2022 Hourly Rate Sheet

Principal Hourly Rate	\$160
Principal Travel Rate	\$80
Administrative Tasks	\$80
Vehicle Mileage	Current IRS Rate, No Markup
On-Line Training Classes	\$20 per contact hour
Half Day On-Site Training Class*	
Summer Rate (May – Oct)	\$500
Winter Rate (Nov – April)	\$600
Full Day On-Site Training Class*	
Summer Rate (May – Oct)	\$600
Winter Rate (Nov – April)	\$1200

\*For classes more than one hour travel time from Indigo Water Group's office, vehicle mileage, travel rates, and expenses may apply.

Contract operations include:

- Site visits during regular business hours of 8 am to 6 pm.
- Collection of samples and delivery to laboratory.
- Routine maintenance.
- Preparation of monthly discharge monitoring reports.
- Status meetings.
- Interaction with the State of Colorado as needed.

Contract operations do not include:

- Laboratory analysis fees. Contract lab account to be set up and paid directly by permittee.
- Equipment parts and repairs.

**GOLF CART**



## HIGHLAND GOLF

3653 South 500 West

Salt Lake City, UT 84115

www.highlandgolf.net

Phone: 801-322-4653 Fax: 801-328-9311

## Quote

**Bill To** 801-250-2118

**Magna Water**  
**7650 West 2100 South**  
**PO Box 303**  
**Magna, UT 84044**

ORDER NO: <b>46750</b>	ACCOUNT NO: <b>Magna Water.CustSale</b>
DATE: <b>1/25/2022</b>	YOUR P.O. NO: <b>TBD</b>
SVC / SHIP DATE: <b>1/25/2022</b>	REFERENCE: <b>ATTN: Dallas</b>
DUE DATE: <b>2/24/2022</b>	CUSTOMER PHONES: <b>801-910-9208 Cell</b>
TERMS: <b>NET 30 DAYS</b>	SHIPPING METHOD: <b>Highland Truck</b>

**Project / Ship To** 801-250-2118

**Magna Water**  
**7650 West 2100South**  
**PO Box 303**  
**Magna, UT 84044**

**Salesperson** Mike Lasater

Instructions: 2018 Yamaha DR2A QuieTech Golf Cart with Light Kit, Poly Rear Bed, Good Used Windshield, Mica Metallic Body Panels, Full General Service - 90 Day Warranty

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
1 Each	Used DR2A Gas Cart Part No. DR2A Fleet USED Notes: 2018 Yamaha QuieTech	\$5,499.00	\$5,499.00
1 Each	Poly utility box for the DR2 Part No. Utility box DR2, Loc: O3	\$600.00 Discount: \$100.00	\$500.00
1 Each	headlight kit led DR Rhox Part No. headlight kit led DR2, Loc: G5	\$350.00	\$350.00
1 Each	USED PARTS Part No. Used Parts Notes: Good Used Windshield	\$75.00	\$75.00
1 Each	Delivery & Pick Up Fee Part No. Delivery & Pick Up	\$75.00	\$75.00
Discounted By: \$100.00			

Will provide the District's Tax Exempt  
Certificate to the Vendor

Subtotal	\$6,499.00
Tax	<del>\$484.19</del>
Total	\$6,983.19
Pmts/Adj	\$0.00
<b>Balance</b>	<b>\$6,983.19</b>

LATE FEES: 2% PER MONTH LATE FEE FOR ALL PAST DUE PAYMENTS. RETURN POLICY: No returns permitted on electrical parts and/or components. No returns permitted on non-stock items and/or special order items. All returns must be pre-approved by Highland Golf. In order for parts to be considered for return, parts must be in original package and in sellable condition. A re-stocking charge of 20% may be made for all items accepted for return.

## -- Standard Features --



V Series

RTV520D-AS (Orange Deluxe)

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**GASOLINE ENGINE**

Model Kubota GZ520-E3F-UV  
2 cyl, 4 cycle OHC  
Water cooled  
Electronic fuel injection (EFI)  
27.8 cu. in.  
+17.4 Net Eng HP

**DIMENSIONS**

Width 54.7 in  
Height 74.0 in  
Length 105.1 in  
Wheelbase 70.8 in  
Tow Capacity 1168 lbs  
Ground Clearance F/R 8.1 in/6.7 in

**TRANSMISSION**

Variable Hydro Transmission  
Forward Speeds:  
Low 0 - 10 mph  
High 0 - 25 mph  
Reverse 0 - 10 mph  
Rear differential lock

**CARGO BOX**

Width 40.6 in  
Length 33.7 in  
Depth 11.4 in  
Load Capacity 441 lbs  
Vol. Capacity 9.0 cu ft

**FLUID CAPACITY**

Fuel Tank 5.0 gal  
Cooling 1.3 qts  
Engine 1.43 qts  
Transmission 2.38 gal  
Brake Fluid 0.21

**OPERATING FEATURES**

Rack and Pinion Steering  
VHT Plus Transmission  
Front Independent Suspension  
Rear Semi-independent Suspension  
Brakes - Front/Rear Dry Disc  
Rear Brake Lights / Front Headlights  
2" Hitch Receiver - Front & Rear

**SAFETY EQUIPMENT**

OSHA 1928.52 ROPS and seat belt  
Rear Wheel Hand Parking Brake  
Spark Arrestor Muffler  
Sound Level - operator's Ear  
81.9 dBA  
@ max. rpms

**TIRES AND WHEELS**

ATV Tire F 24 x 9 - 12, 6 ply  
R 24 x 11 - 12, 6 ply

## -- Custom Options --

RTV520D-AS Base Price: \$10,549.00

(1) COMPLETE CAB KIT 77700-11821-COMplete CAB KIT	\$4,629.29
(1) SNOW DEFLECTOR / RTV500 V4307-SNOW DEFLECTOR / RTV500	\$289.00
(1) 60" FRONT BLADE / RTV400 & RTV500 V4308A-60" FRONT BLADE / RTV400 & RTV500	\$1,639.00
(1) WARN VRX 3,500 LB WINCH W/ WIRE ROPE AND REMOTE 77700-11552-WARN VRX 3,500 LB WINCH W/ WIRE ROPE AND REMOTE	\$415.00
(1) 2" TRAILER HITCH BALL MOUNT 77700-V4349-2" TRAILER HITCH BALL MOUNT	\$35.00
(1) FRONT LED WORK LIGHT KIT (2) 77700-11933-FRONT LED WORK LIGHT KIT (2)	\$275.00
(1) WINCH MOUNT KIT K7311-97313-WINCH MOUNT KIT	\$73.00
1Yr RTV520D-AS Extended Warranty (1500 hrs.)	\$350.00

Suggested List Price w/ Options: **\$18,254.29****Available Manufacturer Rebates:**

Cash Customer Instant Rebate Up To: (\$200.00)

\*Taxes, shipping &amp; handling, surcharges, assembly charges, destination, freight and/or delivery charges are not included.

This MSRP configuration program is for informational purposes only. In all instances, the user of this program must consult with an authorized Kubota Dealer for complete purchase, warranty and safety information. Special pricing and promotions may be available on certain models. See your Kubota Dealer for details and individuals Dealer product pricing. All prices are shown in U.S. Dollars. Quotes are for products sold in the United States only.

## Build Summary



17,288.91

## RANGER SP 570

R22MAA57B1



Sagebrush Green

## Glacier® PRO HD 72" Steel Blade Plow System

\$2,094.96

## Glacier Pro HD Push Frame

#2880260

## Mid-Size Glacier® Pro HD Plow Mount

#2880261

## Glacier® HD Plow Blade - 72" Steel

#2880270

## Polaris PRO HD 4,500 Lb. Winch with Rapid Rope Recovery

#2885096

## Poly 2-Seat Sport Roof, Black

\$309.99 | #2885077

## Poly Front Door Set with Manual Windows, Black

\$2,574.99 | #2885073

## Full Glass Windshield - Clear

\$719.99 | #2885080

## Glass Rear Panel

\$329.99 | #2879965

## Lock &amp; Ride Tool Rack

\$259.99 | #2881533

## Additional Notes



Plus destination charge and set-up.  
Logistics surcharge of \$400 will apply.\*

Starting Price  
**\$10,999.00**  
US MSRP

As Configured  
**\$17,288.91**  
US MSRP

A logistics surcharge will also apply on accessory orders



### Remove This Kit

Make quick work of tough plowing jobs with this Glacier® HD 72" Steel Plow Blade on your *RANGER*®. This strong, durable steel blade can withstand the rigors of demanding plowing and help you complete the job efficiently. It is ideal for plowing snow from residential driveways, and comes with a metal wear bar.

#### Included in Kit



#### Glacier Pro HD Push Frame

[See Details](#)



#### Mid-Size Glacier® Pro HD Plow Mount

[See Details](#)



#### Glacier® HD Plow Blade - 72" Steel

[See Details](#)



#### Polaris PRO HD 4,500 Lb. Winch with Rapid Rope Recovery

[See Details](#)

## Build Summary



\*3D model may not be an exact representation of your custom build

### **RANGER SP 570**

Sagebrush Green

ID: R22MAA57B1

MSRP (USD)

\$10,999.00

Accessories

\$6,634.89

Total (USD)

**\*\*\$17,633.89**

As Configured

A logistics surcharge will also apply on accessory orders

### **Accessories**



Glacier® PRO HD 72" Steel Blade Plow System

\$2,094.96 | #648440

Glacier Pro HD Push Frame

#2880260

---

**Mid-Size Glacier® Pro HD Plow Mount**  
**#2880261**

---

**Glacier® HD Plow Blade - 72" Steel**  
**#2880270**

---

**Polaris PRO HD 4,500 Lb. Winch with Rapid Rope Recovery**  
**#2885096**

---



**Lock & Ride Tool Rack**  
**\$259.99 | #2881533**

---



**Poly 2-Seat Sport Roof, Black**  
**\$309.99 | #2885077**

---



**Poly Front Door Set with Manual Windows, Black**  
**\$2,574.99 | #2885073**

---



**Polycarbonate Full Windshield, Clear**  
**\$484.99 | #2883319**

---



**Poly Rear Panel**  
**\$269.99 | #2879812**

---



**Rear Brushguard**  
**\$229.99 | #2885087**

---



**Pro Armor 20" Dual Row LED Light Bar**  
**\$409.99 | #2883107**

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#### **Additional Notes**

viewModel.FormData.ConfiguredWholegood.AdditionalNotes

---

## **Your Dealer**

---

### **KARL MALONE POWERSPORTS SALT LAKE**

1379 W 3300TH S, WEST VALLEY CITY, UT 84119

801-972-8725

<https://www.malonepowersportsslc.com/polaris-orv>



## 2021 PIONEER 700 DELUXE



**\$17,996.60** TOTAL MSRP  
+ Destination Charge: \$785.00

### BUILD SUMMARY

---

MSRP	\$12,499.00
------	-------------

### SELECTED OPTIONS

---

8 OPTIONS	\$5,297.60
-----------	------------

FULL POLY WINDSCREEN (HARD COAT) PART #: 08R73-HL3-A00	\$488.95
---	----------

REAR BUMPER PART #: 08P75-HL3-A00	\$264.95
--------------------------------------	----------

PLOW PUSH TUBE PART #: 08L76-HL3-A41	\$542.95
---	----------

LED LIGHT BAR PART #: 0SV31-HL4-A00	\$381.95
--	----------

HARD ROOF (SHORT) PART #: 0SR85-HL3-101	\$385.95
--	----------

PLOW BLADE 72" PART #: 08L75-HL3-A01	\$560.95
---	----------

PLOW MOUNT KIT PART #: 08L70-HL3-A00	\$220.95
---	----------

HARD FRONT DOORS PART #: 0SU95-HL3-104A	\$2,450.95
--	------------

[SKIP TO MAIN CONTENT](#)

TOTAL MSRP

**\$17,996.60** \*

+ Destination Charge: \$785.00

\*+ Destination Charge: \$785.00

# **EPIC ENGINEERING**



**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2022-1**  
**Magna Water District**  
**2022 General Engineering**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform civil engineering under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 26<sup>th</sup> day of January, 2022, for the following scope of work:

**2022 General Engineering Services:**

1. Attend Meetings
2. Assist in the upkeep of the District's Water Rights
3. Coordinate projects
4. Research, review, and prepare easement documents
5. Conduct development reviews as requested
6. Other miscellaneous work as directed

The proposed scope of work will be completed during the 2022 calendar year.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$ \_\_\_\_\_.
- ☒ B) be billed at an hourly rate, as set forth in attached Fee Schedule (Exhibit B), not to exceed without written consent the following amounts:

\$6,000.00	Board Meetings
\$5,000.00	Engineering
\$5,000.00	Easements
<u>\$5,000.00</u>	Water Rights and Misc.
\$21,000.00	Total

- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

Epic Engineering, PC  
A Utah Professional Corporation

By: \_\_\_\_\_

Don Olsen P.E.  
Principal

Date: \_\_\_\_\_

1/27/2022

**"Client/Owner"**

Magna Water District

By: \_\_\_\_\_

Clint Dilley, P.E.  
General Manager

Date: \_\_\_\_\_



### **EXHIBIT "B"**

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

## **EPIC ENGINEERING FEE SCHEDULE**

<b><u>Job Description</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$198.00
Associate	\$184.00
Senior Engineer	\$172.00
Project Manager	\$165.00
Project Engineer	\$140.00
Geologist	\$125.00
Senior Geotech Engineer	\$165.00
Geotech Engineer	\$125.00
Architect	\$195.00
Assistant Architect	\$127.00
Engineer w/P.E.	\$127.00
Engineer w/F.E.	\$117.00
Engineer Technician	\$ 85.00
Senior Planner	\$164.00
Planner	\$120.00
Intern Planner	\$ 85.00
Interior Designer	\$115.00
Design Tech	\$127.00
Sr. Cadd Technician	\$117.00
Cadd Tech	\$106.00
Junior Cadd Tech	\$ 94.00
Licensed Surveyor	\$149.00
Project Surveyor	\$132.00
Survey Office Tech	\$121.00
1 Man Survey Crew	\$150.00
2 Man Survey Crew	\$202.00
3 Man Survey Crew	\$244.00
Construction Manager	\$175.00
BIM Specialist	\$140.00
Special/Building Inspector	\$106.00
Sr. Engineering Inspector	\$ 99.00
Sr. Field Technician	\$ 91.00
Field Technician	\$ 72.00
Material Technician	\$ 80.00
Clerical	\$ 72.00
Finance Charge	18%

#### **Copies :**

- A. B&W 8½ X 11  
\$ 0.17 per printed page
- B. Color 8½ X 11  
\$ 0.56 per printed page
- C. B&W 11 X 17  
\$ 0.22 per printed page
- D. Color 11 X 17  
\$ 1.12 per printed page
- E. Regular 24 X 36  
\$ 3.50 per sheet
- F. Velum 24 X 36  
\$ 10.00 per sheet
- G. Mylar 24 X 36  
\$ 28.00 per sheet
- H. Regular 34 X 44  
\$ 11.20 per sheet
- I. Velum 34 X 44  
\$ 20.00 per sheet
- J. Mylar 34 X 44  
\$ 56.00 per sheet

**Note: Irregularly sized paper will be round up to the next size**

**Shipping & Contract Services are billed at cost plus 10%.**

#### **Indirect Expenses**

Mileage

#### **Rate**

\$0.69 per mile\*

\*Mileage rate will be adjusted according to IRS mileage reimbursement rate.  
(Fee Schedule applicable through December 31, 2022)

  
Epic Initials

**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2022-2**  
**Magna Water District**  
**2022 Development Inspections**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform civil engineering under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 26<sup>th</sup> day of March, 2022, for the following scope of work:

**2022 Development Inspection Services:**

1. Provide construction oversight of approved developments
2. Ensure work completed complies with approved plans and District standards
3. Provide construction inspection reports and photographs of installation

The end results or product associated with this scope of work will include the following (if applicable):

1. Construction inspection reports
2. Construction photograph

The proposed scope of work will be completed during the 2022 calendar year.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$\_\_\_\_\_.
- ☒ B) be billed at an hourly rate, as set forth in attached Fee Schedule (Exhibit B), not to exceed without written consent the following amounts:

Misc. Small Subdivision/Lot

\$5,000.00	Developer paid fees - Culinary
\$1,500.00	Developer paid fees - Secondary
\$3,500.00	Developer paid fees - Sewer

Project Specific

\$100,000.00 Developer paid fees -Culinary, Secondary, & Sewer

**\$110,000.00 Total**

- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

**Epic Engineering, PC**  
**A Utah Professional Corporation**

By: Don Olsen  
Don Olsen P.E.  
Principal

Date: 1/27/2022

**"Client/Owner"**

**Magna Water District**

By: \_\_\_\_\_  
Clint Dilley P.E.  
General Manager

Date: \_\_\_\_\_

**EXHIBIT "B"**

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

**EPIC ENGINEERING FEE SCHEDULE**

<b><u>Job Description</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$198.00
Associate	\$184.00
Senior Engineer	\$172.00
Project Manager	\$165.00
Project Engineer	\$140.00
Geologist	\$125.00
Senior Geotech Engineer	\$165.00
Geotech Engineer	\$125.00
Architect	\$195.00
Assistant Architect	\$127.00
Engineer w/P.E.	\$127.00
Engineer w/F.E.	\$117.00
Engineer Technician	\$ 85.00
Senior Planner	\$164.00
Planner	\$120.00
Intern Planner	\$ 85.00
Interior Designer	\$115.00
Design Tech	\$127.00
Sr. Cadd Technician	\$117.00
Cadd Tech	\$106.00
Junior Cadd Tech	\$ 94.00
Licensed Surveyor	\$149.00
Project Surveyor	\$132.00
Survey Office Tech	\$121.00
1 Man Survey Crew	\$150.00
2 Man Survey Crew	\$202.00
3 Man Survey Crew	\$244.00
Construction Manager	\$175.00
BIM Specialist	\$140.00
Special/Building Inspector	\$106.00
Sr. Engineering Inspector	\$ 99.00
Sr. Field Technician	\$ 91.00
Field Technician	\$ 72.00
Material Technician	\$ 80.00
Clerical	\$ 72.00
Finance Charge	18%

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- I. Velum 34 X 44  
\$ 20.00 per sheet
- J. Mylar 34 X 44  
\$ 56.00 per sheet

**Note: Irregularly sized paper will be round up to the next size**

**Shipping & Contract Services are billed at cost plus 10%.**

**Indirect Expenses**

**Rate**

Mileage \$0.69 per mile\*

\*Mileage rate will be adjusted according to IRS mileage reimbursement rate.  
(Fee Schedule applicable through December 31, 2022)

  
Epic Initials

**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2022-3**  
**Magna Water District**  
**2022 Development Support Services**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform civil engineering under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 26<sup>th</sup> day of January, 2022, for the following scope of work:

**2022 Development Support Services:**

1. Hydraulic Modeling: Conduct modeling of the culinary, secondary and sewer improvements associated with new developments within the District
2. GIS: Collect field data associated with new developments with the District including valves, meters, fire hydrants, manholes, and any other appurtenances deemed necessary. Import facility data to GIS system.
3. General Questions: Provide general engineering assistance to the District staff associated with new developments within the District.

The proposed scope of work will be completed during the 2022 calendar year.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$\_\_\_\_\_.
- ☒ B) be billed at an hourly rate, as set forth in attached Fee Schedule (Exhibit B), not to exceed without written consent the following amounts:

\$15,000.00 Development Support Services

- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

**Epic Engineering, PC**  
**A Utah Professional Corporation**

By: \_\_\_\_\_

*Don Olsen*  
**Don Olsen P.E.**  
**Principal**

Date: \_\_\_\_\_

*1/27/2022*

**"Client/Owner"**

**Magna Water District**

By: \_\_\_\_\_

**Clint Dilley P.E.**  
**General Manager**

Date: \_\_\_\_\_



**EXHIBIT "B"**

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

**EPIC ENGINEERING FEE SCHEDULE**

<b><u>Job Description</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$198.00
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Cadd Tech	\$106.00
Junior Cadd Tech	\$ 94.00
Licensed Surveyor	\$149.00
Project Surveyor	\$132.00
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- D. Color 11 X 17  
\$ 1.12 per printed page
- E. Regular 24 X 36  
\$ 3.50 per sheet
- F. Velum 24 X 36  
\$ 10.00 per sheet
- G. Mylar 24 X 36  
\$ 28.00 per sheet
- H. Regular 34 X 44  
\$ 11.20 per sheet
- I. Velum 34 X 44  
\$ 20.00 per sheet
- J. Mylar 34 X 44  
\$ 56.00 per sheet

**Note: Irregularly sized paper will be round up to the next size**

**Shipping & Contract Services are billed at cost plus 10%.**

**Indirect Expenses**

**Rate**

Mileage \$0.69 per mile\*

\*Mileage rate will be adjusted according to IRS mileage reimbursement rate.  
(Fee Schedule applicable through December 31, 2022)

DD  
Epic Initials

**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2022-4**  
**Magna Water District**  
**2022 General Construction & Operation Support Services**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform civil engineering under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 26<sup>th</sup> day of January, 2022, for the following scope of work:

**2022 General Construction & Operations Support Services:**

This task order is to provide for general items encountered during daily District operations wherein Brett McPhie can assist the District. This work will be as directed and approved by the District and may include the following tasks:

1. Assistance in locating and determining the configuration of existing facilities
2. Assistance in general development issues that arise outside of the individual development projects
3. Assistance in general operations and staff training exercises
4. Inspection of other construction projects within the District
5. Completing miscellaneous tasks from engineering or operations staff

The proposed scope of work will be completed during the 2022 calendar year.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$\_\_\_\_\_.
- ☒ B) be billed at an hourly rate, as set forth in attached Fee Schedule (Exhibit B), not to exceed without written consent the following amount: \$5,000.00.
- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**"Engineer"**

Epic Engineering, PC  
A Utah Professional Corporation

By: Don Olsen  
Don Olsen P.E.  
Principal

Date: 1/27/2022

**"Client/Owner"**

Magna Water and Sewer District

By: \_\_\_\_\_  
Clint Dilley P.E.  
General Manager

Date: \_\_\_\_\_

**EXHIBIT "B"**

In consideration of the above Service(s), Client/Owner shall pay Epic compensation on a time basis in accordance with the following Fee Schedule:

**EPIC ENGINEERING FEE SCHEDULE**

<b><u>Job Description</u></b>	<b><u>Hourly Rate</u></b>
Principal	\$198.00
Associate	\$184.00
Senior Engineer	\$172.00
Project Manager	\$165.00
Project Engineer	\$140.00
Geologist	\$125.00
Senior Geotech Engineer	\$165.00
Geotech Engineer	\$125.00
Architect	\$195.00
Assistant Architect	\$127.00
Engineer w/P.E.	\$127.00
Engineer w/F.E.	\$117.00
Engineer Technician	\$ 85.00
Senior Planner	\$164.00
Planner	\$120.00
Intern Planner	\$ 85.00
Interior Designer	\$115.00
Design Tech	\$127.00
Sr. Cadd Technician	\$117.00
Cadd Tech	\$106.00
Junior Cadd Tech	\$ 94.00
Licensed Surveyor	\$149.00
Project Surveyor	\$132.00
Survey Office Tech	\$121.00
1 Man Survey Crew	\$150.00
2 Man Survey Crew	\$202.00
3 Man Survey Crew	\$244.00
Construction Manager	\$175.00
BIM Specialist	\$140.00
Special/Building Inspector	\$106.00
Sr. Engineering Inspector	\$ 99.00
Sr. Field Technician	\$ 91.00
Field Technician	\$ 72.00
Material Technician	\$ 80.00
Clerical	\$ 72.00
Finance Charge	18%

**Copies :**

- A. B&W 8½ X 11  
\$ 0.17 per printed page
- B. Color 8½ X 11  
\$ 0.56 per printed page
- C. B&W 11 X 17  
\$ 0.22 per printed page
- D. Color 11 X 17  
\$ 1.12 per printed page
- E. Regular 24 X 36  
\$ 3.50 per sheet
- F. Velum 24 X 36  
\$ 10.00 per sheet
- G. Mylar 24 X 36  
\$ 28.00 per sheet
- H. Regular 34 X 44  
\$ 11.20 per sheet
- I. Velum 34 X 44  
\$ 20.00 per sheet
- J. Mylar 34 X 44  
\$ 56.00 per sheet

**Note: Irregularly sized paper will be  
round up to the next size**

**Shipping & Contract Services are  
billed at cost plus 10%.**

**Indirect Expenses**

**Rate**

Mileage \$0.69 per mile\*

\*Mileage rate will be adjusted according to IRS mileage reimbursement rate.  
(Fee Schedule applicable through December 31, 2022)

  
Epic Initials

**ZONE 3 SEC  
BOOSTER**



**EXHIBIT "A"**  
**PROJECT TASK ORDER NO. 2020-7 (AMENDMENT A)**  
**Magna Water District**

**Zone 3 Secondary Booster Pump Station – Powerline Coordination & Easement Exhibit**

MAGNA WATER DISTRICT requests EPIC ENGINEERING, PC to perform civil engineering services under the terms of the existing general engineering services agreement dated March 10<sup>th</sup>, 2015, on this the 1<sup>st</sup> day of February, 2022 for the following scope of work generally described as follows:

Powerline Easement

1. Contract Administration
2. Powerline Alignment Coordination with Developer
3. Additional Alignment Coordination with Rocky Mountain Power
4. Easement Exhibit

The end results or product associated with this scope of work will include the following (if applicable):

1. Signed Easement Exhibit

The proposed scope of work will be completed within 30 calendar days after Epic Engineering P.C. has received this signed contract.

Engineering fees associated with the work will (check one):

- ☐ A) be performed for a lump sum of \$7,300,
- |                |  |
|----------------|--|
| \$65,200       | Original Fee   |
| <u>\$7,300</u> | <b>Amendment A – Powerline Coord. &amp; Easement Exhibit</b> |
| \$72,500       | Total  |
- ✓ B) be billed at an hourly rate, as set forth in attached Fee Schedule, not to exceed without written consent \_\_\_\_\_, or
- ☐ C) be performed at the existing hourly rate as set forth in attached Fee Schedule.

IN WITNESS WHEREOF, the parties have executed this Project Task Order effective the date and year set forth above.

**“Engineer”**

**Epic Engineering, PC**  
**A Utah Professional Corporation**

**By:** \_\_\_\_\_

**Don Olsen, P.E.**  
**Principal**

**Date:** \_\_\_\_\_

**“Client/Owner”**

**Magna Water District**

**By:** \_\_\_\_\_

**Clint Dilley, P.E.**  
**General Manager**

**Date:** \_\_\_\_\_

# MAGNA WATER DISTRICT

## Scope of Work and Budget Analysis Zone 3 Secondary Booster Pump Station - Powerline Coordination & Easement Exhibit

Prepared by Epic Engineering P.C.  
2/1/2022



Total Estimated Cost: \$7,300.00

Task No.	Description			Principal Engineer	Project Manager	Project Engineer	Engineer I F.E.	Licensed Surveyor	Survey Office Tech
		Hours	Cost						
	<b>Powerline Easement</b>			\$187.00	\$156.00	\$132.00	\$110.00	\$140.00	\$114.00
<b>100</b>									
101	Contract administration	1.5	\$249.50	0.5	1.0				
102	Powerline alignment coordination with Developer	19.0	\$2,536.00	4.0	3.0		12.0		
103	Additional power coordination with RMP	16.0	\$2,024.00	2.0		5.0	9.0		
104	Generate powerline easement exhibit	15.0	\$1,806.00				2.0	4.0	9.0
105	Additional coordination & review with Owner	5.5	\$689.50	0.5	1.0		4.0		
	<b>SUB-TOTAL</b>	<b>57.0</b>	<b>\$7,305.00</b>	<b>7.0</b>	<b>5.0</b>	<b>5.0</b>	<b>27.0</b>	<b>4.0</b>	<b>9.0</b>
	<b>MAN-HOUR / TASK COST TOTALS</b>	<b>57.0</b>	<b>\$7,300.00</b>	<b>7.0</b>	<b>5.0</b>	<b>5.0</b>	<b>27.0</b>	<b>4.0</b>	<b>9.0</b>

**STANTEC**



## MASTER SERVICES AGREEMENT TASK ORDER AMENDMENT

Attached to and forming part of the MASTER SERVICES AGREEMENT

BETWEEN:

MAGNA WATER DISTRICT

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: January 25, 2022

This TASK ORDER AMENDMENT is issued under the **MASTER SERVICES AGREEMENT** dated November 1, 2018 between STANTEC CONSULTING SERVICES INC. ("STANTEC") and MAGNA WATER DISTRICT ("CLIENT") for Services to be provided by STANTEC on the Water and Wastewater Project Support project ("Project"), as more fully described below. This Task Order is incorporated into and part of the Master Services Agreement ("MSA").

The CLIENT's representative shall be: Clint Dille, General Manager.

**SERVICES:** STANTEC shall perform the Services as previously outlined in Task Order No. MWD 18-01, included as Attachment A of the MSA.

**CONTRACT TIME:** Commencement Date: January 1, 2022  
Estimated Completion Date: January 31, 2023

**CONTRACT PRICE:** CLIENT will compensate STANTEC pursuant to Attachment B of the MSA.

**ADDITIONAL CONDITIONS:** The following additional conditions shall be read in conjunction with and constitute part of this Task Order:

**The Task Order Amendment discontinues budget balance from any prior Task Order Amendment and limits this Task Order Amendment to \$50,000 pursuant to Attachment A of the MSA and CLIENT will compensate STANTEC pursuant to Attachment B of the MSA.**

**ADDITIONAL ATTACHMENTS:** The following additional attachments shall be read in conjunction with and constitute part of this Task Order:

**none**

**INSURANCE REQUIREMENTS:** Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.



**MASTER SERVICES AGREEMENT -  
TASK ORDER AMENDMENT**

Page 2

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**MAGNA WATER DISTRICT**

Cint Dilley, General Manager

Print Name and Title

Per:

**STANTEC CONSULTING SERVICES INC.**

J. Clint Rogers, Vice President

Print Name and Title

Per:

# **MANAGER REPORT**

# MEMO



**TO:** MWD Board of Directors  
**FROM:** Clint Dilley, P.E., General Manager  
**DATE:** 02/02/22 (February 10th Board Meeting)  
**RE:** Report and Discussion from General Manager

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## **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**

- Succession Planning
  - Surveys have been returned and are being reviewed and results compiled
  - Follow up with discussions on upcoming openings and employee interest
  - Set up training/hiring plan to fill future vacancy from planned retirements
- Wastewater Department
  - Service Maintenance position filled on collections crew in house
    - Mike Harms from the water department was awarded this position on 1/26/22
- Water Department
  - Service Maintenance position now open on construction crew with Mike Harms transfer
    - In house posting closes on 2/3/22
  - Planning for upcoming employee retirement in meter reading department from succession planning survey (3 to 4 months)
    - Estimated to take about 3 months to train replacement
    - Interest expressed from in house staff to transfer
    - Recommend posting upcoming vacancy upon written notice of retirement from employee and begin training
    - Will leave another opening to fill – could plan on hiring now to give time to train new employee to fill resulting vacancy left after in house transfer

- Front Office
  - Front office has been operating short staffed to cover a planned employee absence for a medical leave for past 2 months. Recovery taking longer than planned and starting to wear on other staff
    - Options for board to consider
      - Hire a temporary employee to cover anywhere from 1 to 6 months of additional recovery time
      - Hire a full-time employee to cover for 1 to 6 months and begin training for potential upcoming retirement(s) from succession planning survey

## **OPERATIONS**

- Emergency Response Plan
  - Set up a meeting with employees to review in Spring 2022
  - Set up a training exercise for a mock event in Summer 2022
- Water Operations
  - Winter valve replacement in all Barton well houses
    - Completed valve and pipe replacement
    - Cleanup and painting planned next
  - Winter isolation valve training for newer employees started
    - GIS map identification
    - Field instruction & training at key intersections
  - Winter training on typical pipe repair assembly for newer employees completed in operations shop
  - UDOT flagger training completed for new employees who have not yet received certification
  - Safety training on heavy equipment operation for new employees
    - 2-day hands on training with 2 employees at time
    - Scheduled for 22<sup>nd</sup> and 23<sup>rd</sup> of February at Wheeler
    - Will coordinate w/ wastewater side as well to get their employees scheduled
- WWTP Operations
  - Review and planning for reuse filtration equipment
    - Meetings with suppliers and manufacturers
    - Finalizing equipment procurement specifications for bidding
  - Started some in house basic backhoe training for new employees
    - Will crossover with two new employees on water construction crew
  - Started review, organization and cleanout of records storage at WWTP
    - Majority of the records no longer required to be stored and can be disposed of
    - Any that need to be kept will be moved to Main Office and the rest will be shredded and hauled away
- Office
  - Working w/ original artist to schedule repair & cleaning of lobby water fountain feature
    - Lives in Cedar City – planned to be in area in April will save ½ of trip charge
  - In house surplus auction will end Feb. 7<sup>th</sup> for misc. furniture in office basement. Will dispose of all remaining unwanted items



- Finished code/card swipe reader install to secure board room door
- Reached out to Henriksen Butler about extending board room table 2 ft on each end
- Looking at options for water dispenser in board room to use instead of bottled water
- Delinquent accounts
  - February 2022
    - Accounts that are delinquent: 796
    - Total of all delinquent accounts: \$103,708.10
    - Average delinquent account balance: \$126.52
    - Pink notices sent out on 1/6/2022 (no shutoff, collection only) = 286 of which 94 contacted office to make payments or arrangements
  - January 2022
    - Accounts that are delinquent: 793
    - Total of all delinquent accounts: \$103,778.60
    - Average delinquent account balance: \$130.86
    - Pink notices sent out on 1/5/2022 for January 18th shut offs = 286
  - December 2021 (Not available)
    - Accounts that are delinquent: XXX
    - Total of all delinquent accounts: \$XX
    - Average delinquent account balance: \$XX
    - Pink notices sent out on 12/9/2021 for December shut offs = 227
    - On 11/16/2021 there were 53 shut offs after preliminary notices were sent out
    - Payment received on all but 3 accounts verified disconnected on 11/29/2021

### **COMMUNICATION & MORALE**

- Continue working toward improving communication w/ board members & community partners
  - GM planning to attend Magna Metro Township meeting on 2/8/22
    - Chair would like GM to reach out to council members to see if they had any questions in advance of the meeting
    - Will plan on bringing list and map of planned waterline replacements for potential coordination with sidewalk replacement projects
- Work to improve communication & morale with employees
  - Meetings scheduled with employees to establish performance goals for 2022
  - Plan on having cookies at main office to celebrate Valentines Day on Monday, 2/14/22
  - GM looking at management/leadership training seminar options like Franklin Covey, Dale Carnegie, Eccles Business
- Work to improve communication with customers
  - Info on preventing frozen pipes posted to website and social media for February. Plan on a water outlook/conservation update for March 1<sup>st</sup> mailer
  - Thorough and prompt response to customer concerns and complaints
    - Customer who was concerned about supplying water to new developments. Asked for water district to step up and help fight against development.
    - Customer complained about being charged a monthly base fee for secondary water during winter months. Thought HOA was responsible but not the case

# **WATER PRODUCTION**

Summary Of Water Deliveries  
MAGNA WATER DISTRICT  
System # 18014  
Jan-22

Source	Month's Deliveries (AF)		Change %	Current Month's Gall	Deliveries YTD (AF)		Change %	YTD Gallons
CULINARY WATER	2022	2021			2022	2021		
Well Sources Barton and Haynes	249.47	268.47			249.47	268.47		
To Waste	28.86	34.43			28.86	34.43		
Total Finished Blend EDR	218.88	229.97			218.88	229.97		
JVWCD Magna Reading	67.06	66.92			67.06	66.92		
JVWCD	67.03	68.12			67.03	68.12		
Total Culinary Water	285.91	298.09	-4.26%	93,157,483	285.91	298.09	-4.26%	93,157,483
SECONDARY WATER								
Irrigation Well #1	-	-			-	-		
Irrigation Well #2	-	-			-	-		
Irrigation Well #3	-	-			-	-		
High Zone (secondary)	-	-			-	-		
Low Zone (secondary)	-	-			-	-		
Total secondary Usage	-	-	#DIV/0!	-	-	-	0.00%	-
Total Production of Water	285.91	298.09	-4.26%	93,157,483	285.91	298.09	-4%	93,157,483

\* EDR Blend + Total Secondary + JVWCD = Total Production

# Water Production Report

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January 2022

## Water Production Summary

The culinary water production for January was 93.2 million gallons or 285.92-acre feet, a decrease of 4.26% from 2021.

We have purchased 68.12-acre feet of water from Jordan Valley Water as of January 2022.

## Callout Report – Water and Wastewater Combined

Total number of call outs: 9

3 Mainline Leak

6 Miscellaneous

Total number of hours paid for call outs: 66

## JANUARY CALL OUTS

Dept.	Employee	Date	Hours	Description
WATER	Steve Clark	1/2/2022	6	Mainline leak, Rulon & Powell
WATER	Connor McReynolds	1/22/2022	4	Mainline leak, 2820 S
WATER		1/2/2022	6	Mainline leak, Rulon & Powell
WATER		1/5/2022	3	Broken hose bib, 2749 S 8500 W
WATER	Ed Tucker	1/14/2022	3.5	Mainline leak, 3240 S Katherine
WATER		1/2/2022	5	Mainline leak, Rulon & Powell
WATER		1/2/2022	5	Mainline leak, Rulon & Powell
WATER	Clint Giles	1/14/2022	3	Mainline leak, 3240 S Katherine
WATER	Matt Hunter	1/14/2022	4	Mainline leak, 3240 S Katherine
WATER	Matt Skogerboe	1/17/2022	3	Broken sprinkler line, 2948 S 9050 W
WATER		1/22/2022	4	Mainline leak, 2820 S
WATER		1/14/2022	3	Mainline leak, 3240 S Katherine
WATER	Justin Long	1/27/2022	3	Frozen water, 7737 W Mt. Elinor Rd
WATER	Travis Rawson	1/28/2022	3	Customer leak, turned off water, 2749 S 8500 W
WATER		1/31/2022	3	Customer leak, turned off water, Cyprus High School
WATER		1/22/2022	4.5	Mainline leak, 2820 S
		1/24/2022	3	Frozen water, 7737 W Mt. Elinor Rd

<b>Total Callout Hours</b>	<b>66</b>
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<b>Total Callouts</b>	<b>9</b>
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<b>Total Water/EDR Hours</b>	<b>0</b>
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<b>Total # of Water Callouts</b>	<b>0</b>
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<b>Total WWTP Hours</b>	<b>0</b>
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<b>Total WWTP Callouts</b>	<b>0</b>
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## LEAKS

Date	Address	Hours	Mainline/Service
1/2/2022	Rulon & Powell	22	Mainline
1/14/2022	3240 S Katherine Dr	13.5	Mainline
1/22/2022	2820 S 7500 W	12.5	Mainline
<b>TOTAL</b>		<b>48</b>	