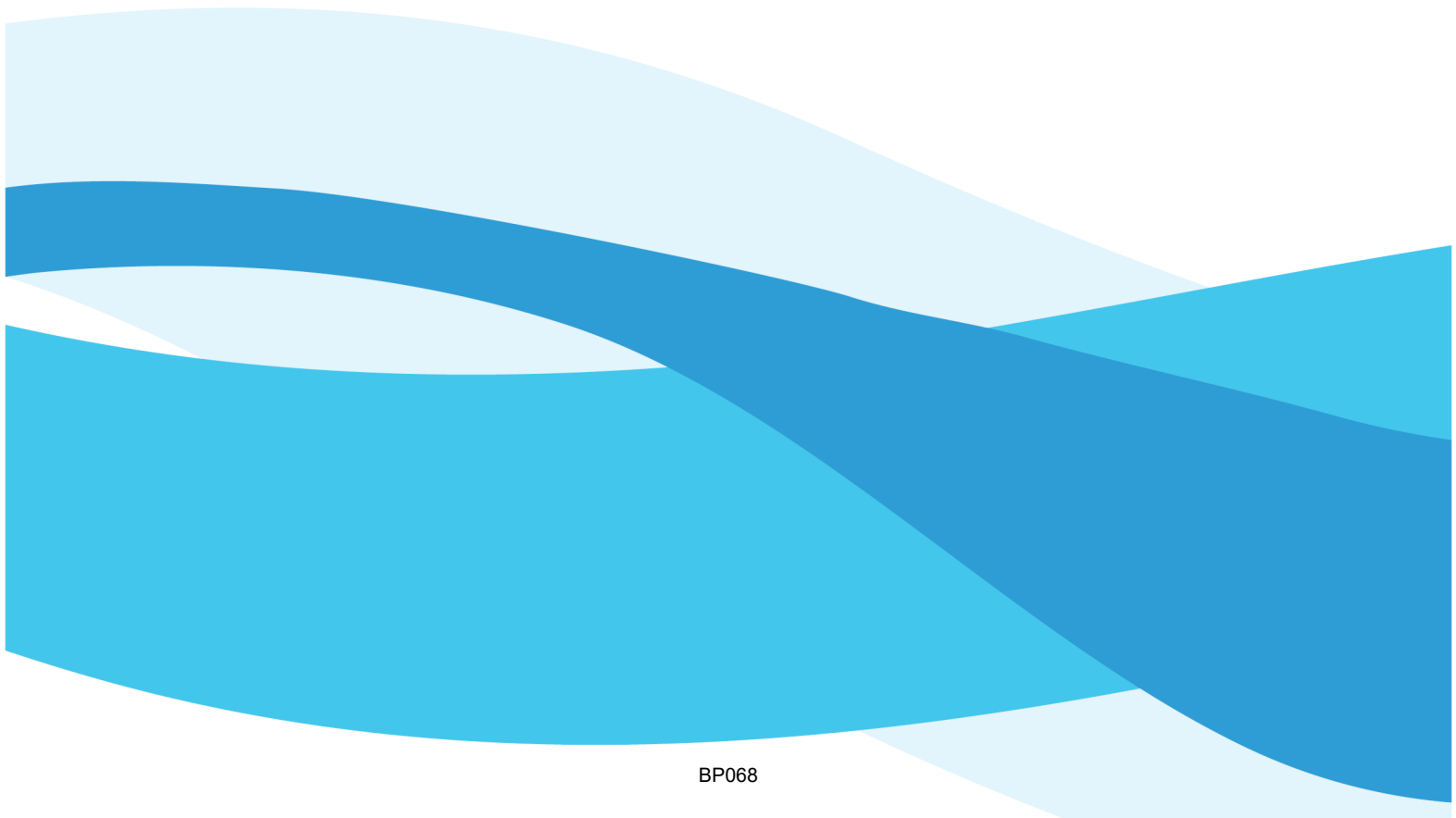


Tab 2

Engineering Committee report





License Program Appeals

Background:

Metro Water Policies and Procedures Chapter 12 explains the appeal process for Applicants desiring to utilize Metro Water land or interest in land in a manner inconsistent with that policy. Once elevated to the Board of Trustees, an appeal is scheduled. Prior to the meeting, the Applicant is emailed the background packet and invited to attend the meeting. This document summarizes the appeal hearing process.

1. Staff presents the appeal and answers questions from the board.
2. The board chair invites the Applicant to briefly (3 – 5 minutes) present their appeal.
3. Applicant answers questions from the board.
4. The board deliberates. The board may request additional detail of staff or the Applicant.
5. The board chair calls for a motion.
6. Applicant is addressed with the result of the motion, and noticed that staff will be in contact shortly.
7. On behalf of the board chair, staff prepares a written response to the Applicant detailing the board decision.

Last Update: October 12, 2026



Consider appeal from Daniel Granderath

Background:

Address: 9941 South Altamont Drive, Sandy
Metro Water Interest: Fee

Mr. Daniel Granderath owns residential property at 9941 South Altamont Drive in Sandy that is adjacent to Metro Water-owned property (Salt Lake Aqueduct Tract 413). During construction of the home in 2019 and 2020, a sound wall, wrought-iron fence, and non-grouted rock retaining wall were constructed partially within Tract 413. The sound wall encroached just over two feet and the fence, at its furthest, encroaches about 2.5 feet.

Staff met with the applicant's contractor multiple times, leading to removal of the encroaching sound wall in May 2022. The contractor at that time also agreed to relocate the encroaching retaining wall and fence. In September 2023, Mr. Granderath notified Metro Water that he was told by a contractor to not move the retaining wall due to it modifying load calculations and increasing failure risk. The matter was then escalated by Mr. Granderath to legal counsel in April 2024.

Since 2024, Metro Water staff and counsel sought to resolve the matter, culminating in Mr. Granderath offering to sign an agreement to allow the retaining wall and fence. Due to the magnitude of the encroachment, staff recommends moving forward with an agreement. The requested uses require action from the Engineering Committee and Board of Trustees.

First, the wrought-iron fence is a conditional use under Metro Water's Policies and Procedures. The Engineering Committee has authority to approve this use as part of the agreement, and did so at the October 6, 2026 Engineering Committee meeting.

Second, the rock retaining wall is not permitted under Metro Water's Policies and Procedures. This use requires a policy exception from the Board of Trustees. Staff recommends the following conditions be placed on approval of the cooperation agreement:

- Mr. Granderath shall maintain the retaining wall in a safe condition and not materially alter, expand, or relocate the same without prior written approval from Metro Water.
- Mr. Granderath is responsible to ensure proper drainage of the wall.
- If Metro Water determines the wall is unsafe, Mr. Granderath shall promptly correct the unsafe condition.
- Metro Water shall have no maintenance or restoration obligations for the wall.

Committee Activity:

The Engineering Committee discussed this item on October 6, 2026 and recommends approval of the rock retaining wall.

Recommendation:

Approve a policy exception to permit the rock retaining wall by agreement.

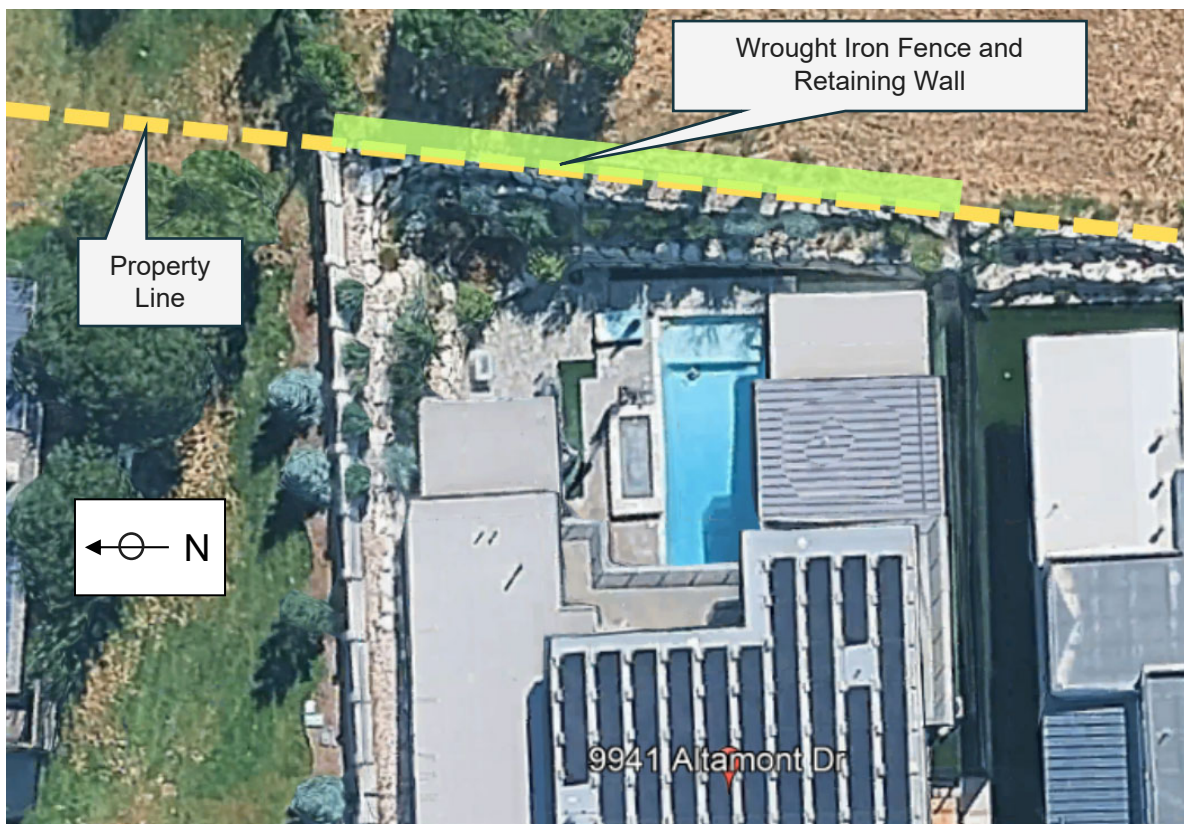
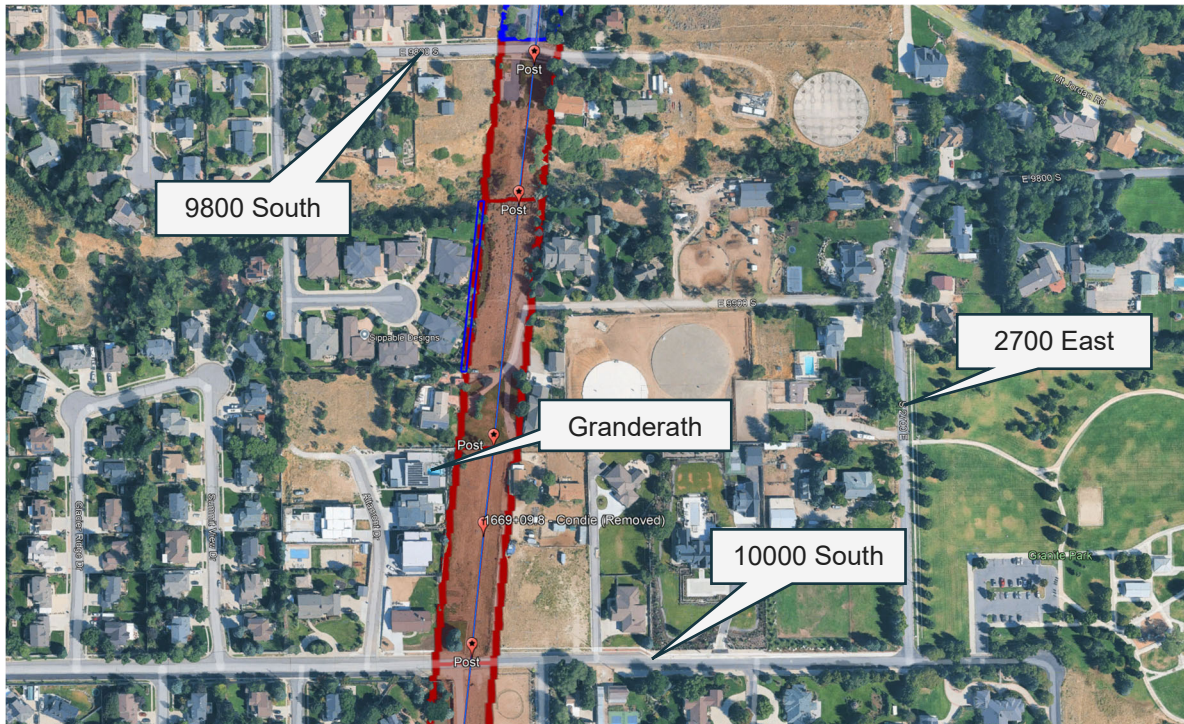
Attachments:

- Granderath Property and Photos
- Granderath Agreement

Last Update: October 8, 2026



Granderath Property and Photos





When Recorded Return to:

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

Agreement No.: S-26-1532

Version: 08-13-26

PARCEL NO.: 28104260604002, 2810426081000

COOPERATION AGREEMENT FOR USE OF METRO WATER LANDS

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this ____ day of _____, 20____, between Metropolitan Water District of Salt Lake & Sandy ("Metro Water") and Daniel Granderath, 9941 South Altamont Drive, ("Applicant").

AGREEMENT PURPOSES

Metro Water owns a parcel of land described in I(C) below (the "Metro Water Parcel") and certain improvements located within that land. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) Metro Water is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such Metro Water is engaged in protecting the Metro Water lands, improvements, operations, and water.

Applicant has requested permission for the non-exclusive use described below of that portion of the Metro Water Parcel also described below. Metro Water is willing to permit the described use of the described portion of the Metro Water Parcel, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, Metro Water specifically disclaims any representation or warranty regarding the condition or fitness of the Metro Water Parcel for the intended use by Applicant. This Agreement is intended to document the fact that Applicant's described use of the described portion of the Metro Water Parcel is acceptable to Metro Water and consistent with Metro Water policies. Applicable Metro Water policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the Metro Water Parcel described herein. Metro Water has no authority to grant Applicant any right of use that is valid as against others who have title interests in the Metro Water Parcel in question, and this Agreement does not purport to do so. This Agreement does not purport to satisfy any legal requirement other than Metro Water policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. Metro Water has not agreed to provide any assistance to Applicant in understanding or meeting these other requirements.

AGREEMENT TERMS AND CONDITIONS

The parties agree as follows:

I. APPLICANT'S USE OF THE METRO WATER PARCEL.

Notwithstanding anything written in this Agreement, no permission is intended to be given to: 1) adversely impact in any respect Metro Water improvements; or 2) introduce any substance into Metro Water improvements or water; or 3) adversely impact in any respect Metro Water's operations.

(A) Description of Applicant's Use of the Metro Water Parcel:

Applicant is permitted to maintain the existing wrought-iron fence and rock retaining wall that extend from Applicant's property onto the Metro Water Parcel, as shown on Exhibit A.

The fence and rock retaining wall shall remain in their existing location and configuration. Applicant shall maintain the existing wrought-iron fence for as long as the rock retaining wall remains in place. If either improvement is removed, it may not be replaced without the prior written approval of Metro Water. Applicant shall perform routine maintenance and repair of the fence and rock retaining wall as necessary to maintain the improvements in a safe condition, provided such work does not materially alter, expand, or relocate either improvement without the prior written approval of Metro Water. Applicant shall be responsible for maintaining proper drainage associated with the fence and rock retaining wall, and Metro Water is not responsible for any drainage conditions resulting from the improvements.

If Metro Water reasonably determines that the fence or rock retaining wall is in an unsafe condition, Applicant shall, at Applicant's expense, promptly repair or remove the affected improvement to correct the unsafe condition. Any repair that would materially alter, expand, or relocate either improvement requires the prior written approval of Metro Water. If Metro Water removes either improvement for the operation, maintenance, repair, installation, or replacement of its infrastructure, Metro Water shall have no obligation to replace or restore the improvement.

Applicant may not use the Metro Water Parcel for any purpose other than those described in this section without the prior written approval of Metro Water, which Metro Water is not obligated to grant.

(B) Term:

15 years. At or just prior to expiration of the term of this Agreement, the parties will discuss in good faith whether a new or renewed cooperation agreement may be in their respective interests. As used in this provision "good faith" means only that both parties will meet at reasonable times, with a view toward reaching a consensus and does not impose an obligation to act on either party in such a way that may then be contrary to that party's own best interests as seen by that party.

(C) Description of the Metro Water Parcel Applicant Will Be Using:

Applicant is authorized to use that portion of SLA Tract 413 extending five (5) feet east from and along Applicant's eastern property line, as shown on Exhibit A. Applicant's use of SLA Tract 413 is limited to this area and to the uses described in Article I(A) of this Agreement. Metro Water's Tract 413 is described as follows:

Tract 413 is located in the Northeast Quarter of the Southeast Quarter (NE/14SE1/4) of Section Ten (10), Township Three (3) South, Range One (1) East, Salt Lake Base and Meridian, One Hundred Twenty-Five (125.00) Feet wide and included between two lines extended to the property lines and everywhere distant Seventy-five (75.0) Feet on the west and left side and Fifty (50.0) Feet on the East or right side of the following described centerline of the Salt Lake Aqueduct from Station 1666+21.0 to Station 1670+88.0, measured at right angles and/or radially thereto. Said centerline is more particularly described as follows:

Beginning at Station 1666+21.0, a point on the South line of the property in the Northeast Quarter of the Southeast Quarter (NE/14SE1/4) of said Section Ten (10), from which point the Southeast corner of said Section 10 lies South Thirteen Hundred Forty-five and Forty-three One-hundredths (1345.43) Feet and East Nine Hundred Thirty-three and Fifty-six One-hundredths (933.56) Feet, more or less; thence North 7°11' East Four Hundred Sixty-seven (467.0) Feet to Station 1670+88.0, a point on the North line of the property, from which the Southeast corner of said Section 10 lies South Eighteen Hundred Eight and Seventy-five and Seventeen One-hundredths (875.17) Feet, more or less; containing 1.29 acres, more or less.

(D) Legal Description of Applicant's Property Benefited by this Agreement to Which the Rights and Responsibilities of Applicant Shall Run:

Applicant's property is identified as Lot 4, Bell Canyon View Subdivision, Salt Lake County Parcel 2810426081000, with a street address of 9941 South Altamont Drive, Sandy, Utah 84092.

(E) Exhibits Attached and Incorporated Into This Agreement:

Exhibit A: Drawings

Exhibit B: Insurance and Bond Requirements

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse Metro Water for costs pursuant to this agreement, Applicant shall reimburse Metro Water for all costs reasonably incurred by Metro Water within thirty (30) days of mailing of an itemized invoice from Metro Water for such costs. After such thirty (30) days following mailing of an invoice all amounts due to Metro Water will accrue interest at a rate of ten percent (10%) annually, compounded annually. If any amounts remain payable to Metro Water after sixty (60) days following mailing of an invoice, Metro Water may perfect a lien on any property described in I(D) of this Agreement for the amounts owed Metro Water, together with interest and costs of foreclosure, by making a reasonable attempt to contact Applicant to discuss the matter, followed by recording a Notice of Lien referencing this paragraph and the amount of the lien. Metro Water will mail Applicant a copy of the recorded Notice of Lien. Such a lien may be foreclosed in the same manner as a mortgage.

III. WORK.

(A) Applicant warrants and agrees that no work performed by or for Applicant on the Metro Water Parcel or close enough to the Metro Water Parcel to present risk to Metro Water improvements or operations will take place except as expressly described in plans and specifications approved in writing by Metro Water. Any modifications to such plans and specifications must be approved in writing by Metro Water.

(B) Applicant warrants that all work will:

- (i) strictly comply with plans and specifications approved in writing by Metro Water;
- (ii) meet or exceed all applicable codes, ordinances, other legal requirements, and all applicable generally recognized written trade and industry standards and recommendations;
- (iii) be performed by skilled, experienced, competent, and properly licensed contractors and workers;
- (iv) be conducted in a timely, careful, safe, workmanlike, and professional manner;
- (v) be conducted so as not to damage Metro Water improvements;
- (vi) be consistent with Metro Water Policies and Procedures and Standard Specifications, as those policies and specifications may change from time to time.

(C) Metro Water shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. Metro Water may also reasonably require inspection or testing by others of any work or materials. Metro Water shall have the right to stop work and require correction of any work, or replacement of any materials, which in its reasonable judgment does not comply with any term or condition of this Agreement. Metro Water shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. Metro Water shall have no obligation whatsoever for the safety of workers or others on or adjacent to the job site. No approval, observation, inspection or review undertaken by Metro Water is intended to be for the benefit of Applicant, its contractors, suppliers, subcontractors, or their respective employees. Unless expressly stated in writing, any approval, observation, inspection, or review by Metro Water shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

(D) If, after notice from Metro Water that is reasonable under the circumstances, Applicant fails to remove or correct unacceptable work or materials, correction or removal of unacceptable work or materials may be accomplished by Metro Water, or its contractor, and Applicant shall reimburse Metro Water as described in Article II.

IV. MAINTENANCE OF APPLICANT'S USES AND THE METRO WATER PARCEL.

(A) Applicant shall maintain the portion of the Metro Water Parcel described in I(C) and all of Applicant's uses of the Metro Water Parcel in a condition that:

- (i) is reasonably satisfactory to Metro Water;
- (ii) does not interfere with the ability of Metro Water to access, use, operate, repair, reconstruct, maintain, improve, or modify the Metro Water Parcel or any Metro Water improvements for Metro Water's purposes, as those purposes may change from time to time;
- (iii) is reasonably safe and attractive;
- (iv) complies with all applicable codes, ordinances, other legal requirements, as well as generally recognized written trade and industry standards and recommendations; and
- (v) complies with all applicable written policies of Metro Water including, but not limited to, Metro Water Policies and Procedures and Metro Water Standard Specifications as those policies and specifications may change from time to time.

(B) Metro Water may from time to time and as is reasonable have any or all of Applicant's uses of the Metro Water Parcel inspected by qualified professionals. Applicant shall reimburse Metro Water as described in Article II above.

(C) If after notice from Metro Water that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's uses on the Metro Water Parcel, correction may be accomplished by Metro Water, and Applicant shall reimburse Metro Water as described in Article II above.

V. COSTS ADVANCED.

In lieu of land-use fees, Applicant agrees to maintain the Metro Water Parcel and Applicant's uses on the Metro Water Parcel in accordance with Article IV above. Applicant further agrees to reimburse Metro Water as described in Article II above for any additional costs that Metro Water reasonably incurs as a result of Applicant's use of the Metro Water Parcel or enforcement of this Agreement.

VI. RIGHTS RESERVED.

(A) Any and all rights of Applicant under the terms of this Agreement shall be limited by, subject to, and subordinate to, any and all rights of Metro Water and Metro Water trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve, or modify the Metro Water Parcel and any Metro Water improvements or operations. To the extent Applicant's use of the Metro Water Parcel increases the cost of Metro Water's use of its property and improvements, Applicant may be required to reimburse the Metro Water as described in Article II above.

(B) Metro Water will make reasonable efforts to provide reasonable advance notice to Applicant of any work Metro Water reasonably recognizes as materially adverse to Applicant's authorized use of the Metro Water Parcel. Applicant accepts all risks that any or all of Applicant's uses installed on or made of the Metro Water Parcel may be modified, destroyed, or reconstructed at Applicant's sole cost and expense to accommodate Metro Water's use of the Metro Water Parcel.

(C) Metro Water reserves the right to issue additional licenses or permits for uses of the Metro Water Parcel. Metro Water will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that Metro Water reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the Metro Water Parcel.

(D) Metro Water and its officers, trustees, employees, and contractors shall have no liability for any damage to, or interference with Applicant's works or uses as a result of Metro Water's use of the Metro Water Parcel.

(E) All reservations of rights by Metro Water under this Agreement are in addition to any and all other rights that Metro Water may have by operation of law or otherwise.

VII. CONTRACTORS, INSURANCE, BONDS.

(A) Applicant shall be jointly and severally liable for any act, fault, error, omission, or non-compliance with this Agreement by Applicant or any of Applicant's contractors, employees, or

subcontractors. Applicant warrants that all persons or entities performing earthwork or construction work on the Metro Water Parcel on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit B attached hereto and incorporated herein. Applicant may request an exception variance to Exhibit B for a specific project by describing to Metro Water the proposed exception and reason therefore. Metro Water shall respond in writing. An exception, if provided, will be on a project-specific basis and shall not apply to any other project, or future instances of the same project. Metro Water is not obligated to accept less than those requirements included in Exhibit B.

(B) Applicant shall obtain an endorsement to Applicant's homeowners policy listing Metro Water, its trustees, officers, and employees as additional insureds for liability coverage for claims arising out of Applicant's use of the Metro Water Parcel. Such coverage for Metro Water and its trustees, officers, and employees is intended to be primary to any other coverage for Metro Water. Applicant shall make reasonable and diligent effort to provide an insurance certificate evidencing compliance with this provision at least annually. Applicant shall reasonably cooperate with Metro Water's efforts to obtain compliance from Applicant's insurance broker and insurer.

VIII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify, and hold Metro Water and its officers, trustees, and employees harmless, including costs and attorneys' fees, from any claim, demand, action, or cause of action:

(i) alleging that Metro Water was at fault in allowing Applicant's use of the Metro Water Parcel;

(ii) alleging that Metro Water was at fault in failing to supervise, inspect, direct, instruct, warn, or otherwise manage or control Applicant's use of the Metro Water Parcel;

(iii) alleging that Metro Water knew of, should have known of, or had constructive knowledge of a dangerous condition created by Applicant or any employee, agent, or contractor of Applicant;

(iv) alleging Metro Water is vicariously liable for acts or omissions of Applicant or any employee, agent, or contractor of Applicant (under the Peculiar Risk Doctrine or otherwise); or

(v) challenging in any manner Applicant's use of the Metro Water Parcel.

This defense and indemnity obligation is not intended to hold Metro Water or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the Metro Water Parcel. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to Metro Water, its officers, trustees, or employees. Applicant shall indemnify and hold Metro Water and its officers, trustees, and employees harmless from any such reapportionment of fault. The described duty to defend and indemnify is not intended to run to the benefit of any Metro Water liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond Metro Water's deductible or self-insured retention.

IX. TERMINATION.

(A) Applicant's right to use the Metro Water Parcel under this Agreement shall expire completely upon the expiration of the term described in Article I above, absent a new agreement or written extension signed by both parties.

(B) Either party may, at their sole option, terminate this Agreement upon thirty (30) days written notice to the other party.

(C) Should Metro Water reasonably determine Applicant is in breach of any of the terms and conditions of this Agreement, and if Applicant has not made diligent progress toward correcting that breach within a time set by Metro Water that is reasonable under the circumstances after Applicant receives written notice describing the breach and time for correction, then this Agreement may be immediately terminated by Metro Water upon notice to Applicant.

(D) The following, as described in this Agreement, shall survive any termination of this Agreement:

- Water;
- (i) All of Applicant's obligations to reimburse any costs incurred by the Metro Water;
 - (ii) All of Applicant's obligations to remove Applicant's uses and make restoration;
 - (iii) All of Applicant's obligations to defend and indemnify Metro Water and its officer, trustees, and employees, as described in this Agreement; and
 - (iv) All provisions regarding remedies and limitations of warranties or representations.

(E) Notwithstanding termination, Applicant's use of the Metro Water Parcel following termination shall not be considered adverse and shall not cause any adverse possessory right or prescriptive right of Applicant to begin to accrue.

X. REMOVAL OF FACILITIES.

Metro Water will reasonably determine what portion of Applicant's uses, if any, of the Metro Water Parcel will be removed upon termination of this Agreement and set a deadline and specifications for removal and restoration. Such removal and restoration will be at the sole expense of the Applicant.

XI. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized Metro Water representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to Metro Water's Board of Trustees, or committee assigned by the Board to hear the matter. If the matter is not resolved satisfactorily the dispute or claim will be submitted to non-binding mediation, with a qualified mediator selected by the parties, with each party sharing the cost of that non-binding mediation. After and only if these processes are first followed and Applicant's dispute or claim remains unresolved, an action may be brought in the Third Judicial District Court of the State of Utah In and For Salt Lake County. Under no circumstances shall Metro Water or its officers, trustees, or employees be liable for any consequential damages resulting from interruption of Applicant's use of the Metro Water Parcel.

(B) If uses are to be removed from the Metro Water Parcel by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or Metro Water policies, Metro Water may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the Metro Water Parcel, or hire a contractor to do the same. Applicant shall reimburse Metro Water as described in Article II of this Agreement.

XII. INTERPRETATION.

Any ambiguity in this Agreement shall be interpreted in favor of Metro Water's full use and enjoyment of the Metro Water Parcel and Metro Water improvements, with a minimum of delay, restriction, or expense resulting from Applicant's use of the Metro Water Parcel. In the event of conflict between this Agreement and Metro Water written policies, as the same may change from time to time, such Metro Water policies shall control.

XIII. PRESUMPTION.

As against the Applicant, any calculation, determination, or interpretation made by Metro Water in good faith with respect to this Agreement shall be *prima facie* correct, subject to rebuttal by a preponderance of the evidence.

XIV. SUCCESSORS, ASSIGNS.

Applicant's rights and obligations under this Agreement shall run with the property described in Article I(D) above. Applicant's rights and obligation may not otherwise be assigned or transferred by Applicant without the prior written consent of Metro Water, which Metro Water is under no obligation to give. Any such attempt to assign without the prior written consent of Metro Water shall be considered null and void and shall be grounds for termination of this Agreement. Applicant agrees to execute and deliver to

Metro Water any additional documents requested by the Metro Water to assure that Applicant's rights and obligations under this Agreement run with the property described in Article I(D) above.

XV. AUTHORITY.

The person(s) signing this instrument represents and warrants that they have been duly authorized to execute this Agreement on behalf of the Applicant. Those signing as or on behalf of the Applicant represent and warrant that they are duly authorized to sign on behalf of all those persons claiming an interest in the property described in Article I(D) above.

XVI. NO WARRANTY.

(A) Metro Water makes no warranty or representation, either express or implied, as to the extent or validity of any grant or license contained in this Agreement.

(B) Metro Water makes no warranty or representation as to the condition of the Metro Water Parcel or any Metro Water improvements, or the fitness or compatibility of any of the same for Applicant's described use.

XVII. COMPLIANCE WITH APPLICABLE LAWS.

(A) Applicant shall strictly comply with all applicable Federal, State, and local statutes, rules, regulations, codes, ordinances, and other laws.

(B) If after reasonable notice from Metro Water, Applicant fails to bring Applicant's use of the Metro Water Parcel into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances, and other laws, including, but not limited to, Metro Water's policies and standards, Metro Water may, at its sole option, effect such compliance and Applicant shall reimburse Metro Water as described in Article II above.

XVIII. NOTICES.

Any notice required by this Agreement shall be deemed given when mailed or delivered to:

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

Daniel Granderath, or current occupant
9941 South Altamont Drive
Sandy, Utah 84092

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change. Metro Water may implement electronic notice procedures. Applicant will be responsible to timely provide Metro Water with current contact information.

XIX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding Applicant's described use of the Metro Water Parcel, and cannot be altered except through a written instrument signed by all parties.

The parties hereto have caused this Agreement to be executed the day and year first above written.

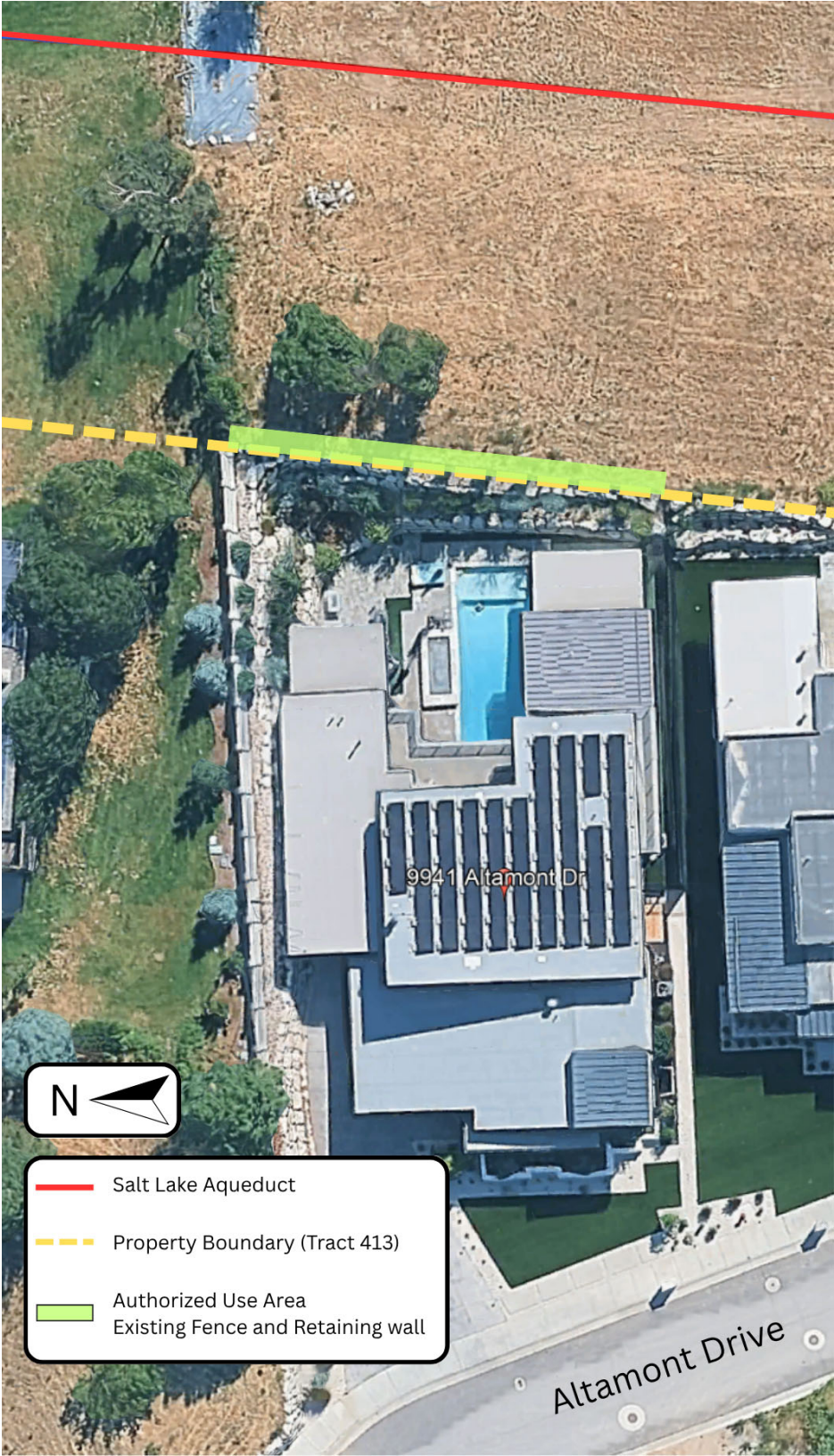
Annalee Munsey, General Manager

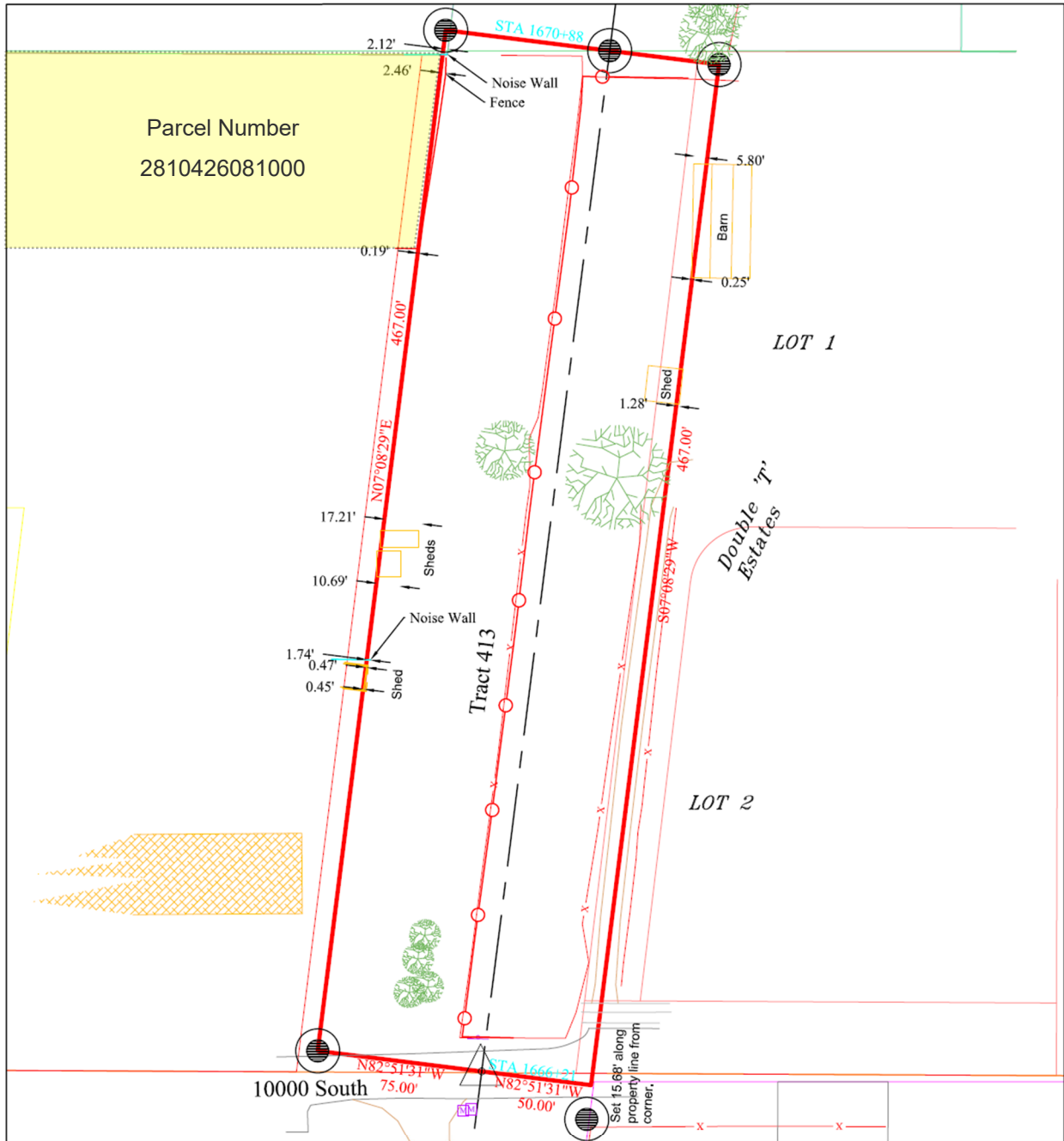
NOTARY PUBLIC

Daniel Granderath

NOTARY PUBLIC

EXHIBIT A
Maps and Photos





PROJECT ENGINEERING CONSULTANTS

986 West 9000 South
West Jordan, Utah, 84088
Tel. (801) 495-4240
www.pec.us.com







EXHIBIT B

INSURANCE AND BOND REQUIREMENTS

Last Update: August 8, 2023

Applicant and Applicant's contractors shall maintain, at no cost to Metro Water, the following insurance, and provide evidence of compliance satisfactory to Metro Water.

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by Metro Water in advance, Applicant and all of Applicant's contractors shall maintain limits no less than:

1. **GENERAL LIABILITY (including claims arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract):**
 - i. Combined Single Limit (Bodily Injury and Property Damage):
 1. \$2,000,000 Per Occurrence
 - ii. Personal Injury (including completed operations and products liability):
 1. \$2,000,000 Each Occurrence
 - iii. General Aggregate:
 1. \$3,000,000
 - iv. Products - Comp/OP Aggregate:
 1. \$3,000,000
 - v. Limits to apply to this project individually.
2. **AUTOMOBILE LIABILITY:**
 - i. \$2,000,000 Per Occurrence
 - ii. "Any Auto" coverage required.
3. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:**
 - i. Workers' compensation statutory limits.
 - ii. Employers Liability statutory limits.
4. **CONTRACTORS POLLUTION LIABILITY:**
 - i. \$1,000,000 Per Claim
 - ii. \$1,000,000 Aggregate
 - iii. Coverage applies to this project individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by Metro Water in writing. At the option of Metro Water, either the insurer may be required to reduce or eliminate such deductibles or SIRs as respects Metro Water and its trustees, officers, and employees as additional insureds, or the Applicant may be required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of Metro Water and its trustees, officers, and employees as additional insureds.

Metro Water does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or \$50,000, whichever is less. Metro Water does not ordinarily approve SIRs in an amount exceeding 1.0% of the required minimum limits

described above or \$20,000, whichever is less. With respect to any deductible or SIR, the Applicant shall pay for costs related to losses, investigations, claim distribution, and defense expenses of Metro Water and its trustees, officers, and employees as additional insureds that would otherwise be covered by an insurer under the coverages described in these insurance requirements if no deductible or SIR existed.

C. OTHER INSURANCE PROVISIONS

The General Liability, Automobile Liability, and Pollution Liability Coverages are to contain, or be endorsed to contain, the following provisions:

1. Metro Water and its trustees, officers, and employees are to be covered as additional insureds as respects claims arising out of any activities conducted on Metro Water lands or interests in lands including products completed. The coverage shall contain no special limitations on the scope of protection afforded to District, its trustees, officers, and employees.
2. Additional insured coverage shall be on a primary basis for ongoing and completed work.

A waiver with respect to Metro Water and its trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved in writing by Metro Water.

E. VERIFICATION OF COVERAGE

Applicant and all of Applicant's contractors and all subcontractors of Applicant's contractors shall furnish Metro Water with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be provided on forms acceptable to Metro Water before work commences. Metro Water reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time. Applicant shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time-to-time District may increase the requirement for a liability limit by providing reasonable written notice to Applicant of such a change.

F. APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS

Applicant shall see that each of Applicant's contractors, and each of their subcontractors, complies with these insurance requirements, and Applicant shall be strictly liable for any failure of such contractors and subcontractors to meet these requirements.

G. PERFORMANCE AND PAYMENT BONDS

All persons and entities performing any work on Metro Water lands or interest in lands will provide performance and payment bonds for the full sum of their contracts, naming Metro Water as co-obligee.



Consider approval of capital transfer

Background:

The Little Cottonwood Water Treatment Plant (LCWTP) Administration Campus Improvements Project was first identified with the fiscal year 2025 budget. The project at that time was intended to redesign and replace parking and landscaping south of the Administration Building that would be impacted by construction of the Cottonwoods Connector Reach 2 (CC-2), as well as prepare the LCWTP server room to receive fiber connections from the Cottonwoods Connection project.

When the CC-2 was cancelled, the project was focused solely on the LCWTP server room. At about the same time, numerous upgrades were identified to prepare the server room including removing storage from the room and improving electrical backup and air flow.

Phase 1 of the Administration Campus Improvements was completed in fiscal year 2026 and resolved storage and progressed electrical backup. Phase 2, which includes HVAC improvements, was planned for fiscal year 2027. After several design iterations, the proposed design solution is very disruptive and came at higher-than-expected cost. Additionally, progress on the LCWTP Rebuild suggests a new server room could be in operation within about the next five years.

Staff desires to assess alternative options, which may include HVAC and related improvements to the server room at the Point of the Mountain Water Treatment Plant, and/or utilizing the Administration Building HVAC to supplement or backup the LCWTP server room. Both options first require an assessment of the current systems.

Because the scope of work no longer matches that of the Administration Campus Improvements, staff requests \$475,000 be transferred from that project to a new HVAC Improvements line under Capital Repair and Replace. The amount represents the unencumbered budget. Staff may request an increase to the proposed transfer to reflect the full available balance if final design invoicing is complete prior to the board meeting.

Proposed transfer: \$475,000

Committee Activity:

The Engineering Committee has discussed the transfer on October 6, 2026 and recommends approval.

Recommendation:

Approve a capital budget transfer of \$475,000 from LCWTP Administration Campus Improvements to Repair and Replace as described above.

Attachments:

- Capital Transfer spreadsheet

Last Update: October 6, 2026

Capital Budget Transfer
Metropolitan Water District of Salt Lake & Sandy
Last Updated: September 23, 2026

	FY26 Original	Prior Transfers		Spent as of	Amount	10/19/2026	
	Budget	In/(Out)	Revised Budget	9/23/2026	Remaining as of	Proposed	Proposed
					9/23/2026	Transfer In/(Out)	Revised Budget
NON-CAPACITY IMPROVEMENT PROJECTS							
SLAR Reach 1 - Cottonwoods Conduits	\$ 20,539,506.00	\$ -	\$ 20,539,506.00	\$ 5,176,280.00	\$ 15,363,226.00	\$ -	\$ 20,539,506.00
Finished Water Strategic Conveyance Plan	\$ 1,875,259.00	\$ -	\$ 1,875,259.00	\$ 78,831.17	\$ 1,796,427.83	\$ -	\$ 1,875,259.00
LCWTP Administration Campus Improvements	\$ 567,607.00	\$ -	\$ 567,607.00	\$ 11,047.50	\$ 556,559.50	\$ (475,000.00)	\$ 92,607.00
LCWTP Rebuild	\$ 11,000,000.00	\$ -	\$ 11,000,000.00	\$ 272,426.31	\$ 10,727,573.69	\$ -	\$ 11,000,000.00
Raw Water LCC Replacement and Intake Modifications	\$ 7,495,000.00	\$ -	\$ 7,495,000.00	\$ 8,100.00	\$ 7,486,900.00	\$ -	\$ 7,495,000.00
Fleet Replacement Program	\$ 470,000.00	\$ -	\$ 470,000.00	\$ 56,722.08	\$ 413,277.92	\$ -	\$ 470,000.00
Little Dell Dam Improvements	\$ 600,000.00	\$ -	\$ 600,000.00	\$ -	\$ 600,000.00	\$ -	\$ 600,000.00
Repair and Replace	\$ 650,000.00	\$ -	\$ 650,000.00	\$ 2,953.67	\$ 647,046.33	\$ 475,000.00	\$ 1,125,000.00
Non-Capacity Improvement Projects Total	\$ 43,197,372.00	\$ -	\$ 43,197,372.00	\$ 5,606,360.73	\$ 37,591,011.27	\$ -	\$ 43,197,372.00
OTHER CAPITAL IMPROVEMENT PROJECTS							
Jordan Aqueduct System and 150th South Pipeline	\$ 3,776,739.00	\$ -	\$ 3,776,739.00	\$ -	\$ 3,776,739.00	\$ -	\$ 3,776,739.00
Central Utah Project (CUP) Capital	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00	\$ -	\$ 3,815,423.00
Other Capital Improvement Projects Total	\$ 7,592,162.00	\$ -	\$ 7,592,162.00	\$ -	\$ 7,592,162.00	\$ -	\$ 7,592,162.00
Grand Total	\$ 50,789,534.00	\$ -	\$ 50,789,534.00	\$ 5,606,360.73	\$ 45,183,173.27	\$ -	\$ 50,789,534.00

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



Metro Water Project Manager: Kelly Stevens
Design Engineer: Hazen and Sawyer
Contractor (Schedule A/B): COP Construction
Contractor (Schedule C): Whitaker Construction

Project Description

New pipeline to connect LCWTP and BCWTP and for Reach 1 of SLAR.

Status

Design Status: 100%
Construction Status (Schedule A/B): 100%
Construction Status (Schedule C): 81%

Easement Acquisition: Occupancy is in place for all properties. Staff continues to complete permanent interest on one property.

Construction: Schedule A (CC-1 pipeline) is substantially complete. Schedule C (SLAR pipeline) is progressing. Whitaker Construction is running multiple crews installing the SLAR in Danish Road and in Deer Creek Road south of Bengal Boulevard.



The SLAR is being installed in Deer Creek Road, south of Bengal Blvd.



Installation of SLAR near Daneborg Drive on Danish Road.



The LCC was exposed in Deer Creek Road.



An SLA vent pipe was repaired and painted.

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Budget

Right Of Way Acquisition (Metro Water, 1802B-10)

Activity	Est. Budget	Encumbered	Total Spent	FY26-Spent	FY27 Spent
ROW Acquisition	\$4,205,000	\$3,971,063	\$3,695,913	\$3,695,913	\$148,863
Total	\$4,205,000	\$3,971,063	\$3,695,913	\$3,695,913	\$148,863
Annual Allocation					\$429,973

Construction (Metro Water, 1802C-10)

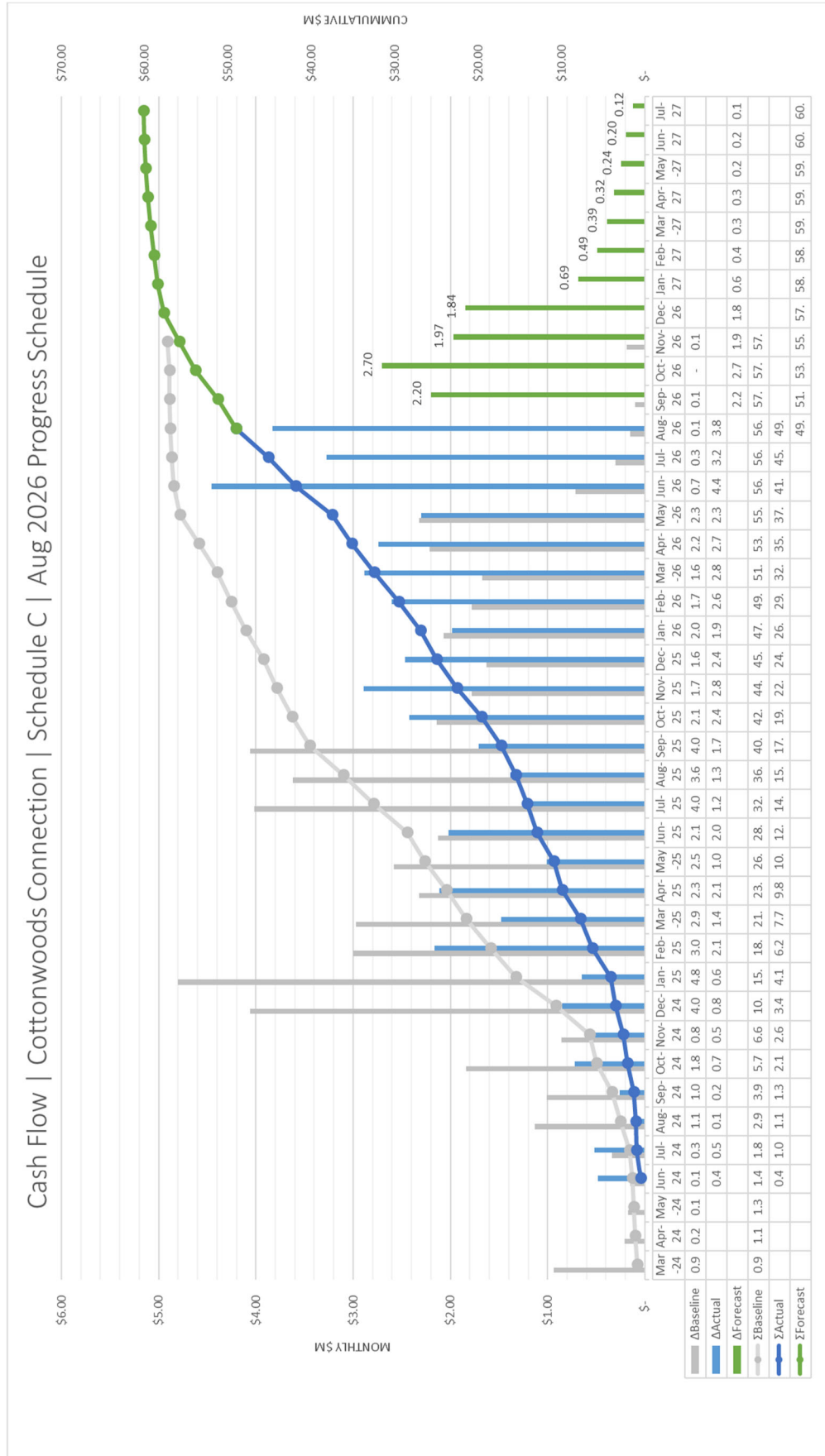
Activity	Est. Budget	Encumbered	Total Spent	FY26-Spent	FY27 Spent
Design	\$2,280,114	\$2,280,114	\$2,280,114	\$2,280,114	\$-
Construction (A/B)	\$-	\$-	\$-	\$-	\$-
Construction (C)	\$43,413,192	\$46,923,848	\$35,974,096	\$31,148,769	\$4,828,600
ESDC	\$2,054,727	\$2,189,603	\$1,564,931	\$1,448,828	\$116,103
Public Involvement	\$308,875	\$201,609	\$138,466	\$138,466	\$-
Utility Relocation	\$744,711	\$614,613	\$522,732	\$440,018	\$82,714
Contingency ¹	\$4,341,319				
Total	\$53,142,938	\$52,209,787	\$40,483,612	\$35,456,195	\$5,027,417
Annual Allocation					\$20,109,533

¹ Contingency is tracked with construction encumbrance.

Construction (Salt Lake City / Cottonwood Heights City, 5919-20)

Activity	Est. Budget	Encumbered	Total Spent	FY26-Spent	FY27 Spent
Design	\$1,277,736	\$1,277,736	\$1,277,736	\$1,277,736	\$-
Construction (A/B)	\$10,552,997	\$10,552,997	\$10,552,997	\$10,552,997	\$-
Construction (C)	\$16,057,295	\$15,071,028	\$12,513,878	\$10,243,237	\$2,270,641
ESDC	\$1,489,750	\$1,354,874	\$1,353,804	\$1,307,665	\$46,139
Public Involvement	\$191,125	\$124,751	\$85,679	\$85,679	\$-
Utility Relocation	\$755,289	\$622,337	\$684,660	\$658,342	\$26,318
Contingency ¹	\$2,661,029				
Total	\$32,985,221	\$29,003,723	\$26,468,754	\$24,125,655	\$2,343,098
Annual Allocation					\$7,000,000

¹ Contingency is tracked with construction encumbrance.



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Schedule A/B (CC-1, CC-2)

Change	Date	Description	Amount	ΔMWDSL	ΔSLCDPU	ΔCHCDPW
Schedule A/B		Original Contract Amount	13,059,523	-	13,059,523	-
CO AB01	05-Sep-24	WCD-AB01, WCD-AB02 Credit for SS Relocation; Fire Hydrant	(55,976)	-	(55,976)	-
WCD AB01	28-Apr-24	CC-1 SS Relocation Deletion	(37,799)	-	(37,799)	-
WCD AB02	29-Apr-24	CC-1 Fire Hydrant Deletion	(18,177)	-	(18,177)	-
CO AB02	08-Oct-24	WCD AB03 Follow-up; CC-1 CLSM Backfill	77,549	-	77,549	-
WCD AB03	17-Sep-24	CC-1 CLSM Backfill	77,549	-	77,549	-
CO AB03	01-May-25	WCD-AB04 Follow-up - CC-1 Time, LDs, Warranty	-	-	-	-
WCD AB04	18-Sep-24	CC-1 Time, LDs, Warranty	-	-	-	-
CO AB04	17-Apr-25	WCD-AB05 BCCr Cancel; WCD-AB06 Sewer Relocation	251,115	-	251,115	-
WCD AB05	14-Apr-25	Deduct for canceling Big Cottonwood Crossing	(142,718)	-	(142,718)	-
WCD AB06	14-Apr-25	Ft. Union Sewer Line Relocation	393,833	-	393,833	-
CO AB05	07-Jul-25	WCD-AB07 Ft. Union Repaving - Reimbursement from CHC	366,239	-	-	366,239
WCD AB07	08-Jun-25	Ft. Union Resurfacing	366,239	-	-	366,239
CO AB06	03-Nov-25	WCD-AB08 Cancel of CC-2	(3,143,512)	-	(3,143,512)	-
WCD AB08	03-Nov-25	CC-2 Cancellation	(3,143,512)	-	(3,143,512)	-
CO AB07	03-Nov-25	WCD-AB09, CARV Changes	17,274	-	17,274	-
WCD AB09	20-Oct-25	CARV Changes	17,274	-	17,274	-
CO AB08	10-Nov-25	WCD-AB10, AB11, AB12	(19,214)	-	(24,079)	4,865
WCD AB10	10-Nov-25	Paving Overage	4,865	-	-	4,865
WCD AB11	10-Nov-25	Recovery of Contingency in WCD-AB06	(24,079)	-	(24,079)	-
WCD AB12	10-Nov-25	Extension of Final Completion	-	-	-	-
		Total to Date	(2,506,525.83)	-	(2,877,629.79)	371,103.96
		Percent of Total	-19.19%	0.00%	-22.03%	2.84%

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Schedule C (SLAR)

Change	Date	Description	Amount	ΔMWDSL	ΔSLCDPU	ΔCHCDPW
Schedule C		Original Contract Amount	57,269,309	43,445,683	13,823,626	-
CO C01	19-Feb-25	WCD-C01, WCD-C03 - LCC Potholing in Wasatch	84,074.75	-	84,074.75	-
WCD C01	04-Sep-24	LCC Potholing	47,956.29	-	47,956.29	-
WCD C03	24-Mar-25	LCC Emergency Valve Replacement Additional Potholing	36,118.46	-	36,118.46	-
CO C02	06-Feb-25	WCD-C02 LCC Emergency Valve Replacement	148,951.39	-	148,951.39	-
WCD C02	28-Oct-24	LCC Emergency Valve Replacement	148,951.39	-	148,951.39	-
CO C03	18-Mar-25	WCD-C04 Additional gravity wall at Axson	116,300.20	88,227.74	28,072.46	-
WCD C04	04-Apr-25	Axson additional gravity block wall	116,300.20	88,227.74	28,072.46	-
CO C04	18-Mar-25	WCD-C07 Project delay - easement considerations	430,218.76	326,372.85	103,845.91	-
WCD C07	18-Mar-25	Project delay - easement considerations	430,218.76	326,372.85	103,845.91	-
CO C05	18-Mar-25	WCD-C05, C06 Air release valve changes and potholing	27,335.74	20,737.46	6,598.28	-
WCD C05	10-Mar-25	ARV changes in CC-1	24,999.90	18,965.44	6,034.46	-
WCD C06	11-Mar-25	Additional potholing	2,335.84	1,772.02	563.82	-
CO C06	18-Jul-25	WCD-C14 Nutree turnout modificaitons	196,049.55	148,727.24	47,322.31	-
WCD C14	07-Aug-25	Nutree Turnout Modifications	196,049.55	148,727.24	47,322.31	-
CO C07	13-Aug-25	WCD C10 - LCC Access Change - Axson	34,930.08	26,498.68	8,431.40	-
WCD C10	26-Jun-25	Relocation of manway in Axson's yard	34,930.08	-	34,930.08	-
CO C08	13-Aug-25	WCDs C08,C09,C11,C12,C13,C15	113,905.97	86,411.43	27,494.54	-
WCD C08	13-Aug-25	Eliminate epoxy coating inside of vaults	(61,553.80)	(46,695.99)	(14,857.81)	-
WCD C09	13-Aug-25	Sewer line steel casing - Antler Way, Hidden Oaks, Bengal Blvd.	19,542.42	14,825.28	4,717.14	-
WCD C11	26-Jun-25	Utility Relocation - Lumen at CC-1	20,376.79	15,458.25	4,918.54	-
WCD C12	26-Jul-25	Contract Standby - Utility Relocation - Lumen	48,653.00	36,909.17	11,743.83	-
WCD C13	26-Jun-25	Public involvement out-of-scope work	67,860.55	51,480.42	16,380.13	-
WCD C15	28-Jul-25	Ft. Union storm drain relocation	19,027.01	14,434.28	4,592.73	-
CO C09	21-Oct-25	WCDs C16, C17, C18, C19, C20	25,059.62	19,010.75	6,048.87	-
WCD C16	25-Aug-25	CC-2 Vault Modifications	3,594.85	2,727.13	867.72	-
WCD C17	04-Sep-25	CC-1 Vault IO Card upgrade	7,027.78	5,331.42	1,696.36	-

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Change	Date	Description	Amount	ΔMWDSL	ΔSLCDPU	ΔCHCDPW
WCD C18	11-Sep-25	12-inch Gate Value in Danish	16,544.04	12,550.65	3,993.39	-
WCD C19	12-Sep-25	Remove Hidden Oaks Power Pole	40,722.42	30,892.87	9,829.55	-
WCD C20	24-Sep-25	Property Owner Surface Restoration Election	(42,829.47)	(32,491.32)	(10,338.15)	-
CO C10	21-Oct-25	WCD-C21 Nutree Turnout Delays	303,732.77	230,417.96	73,314.81	-
WCD C21	24-Sep-25	Delay due to SLCDPU connection restrictions	303,732.77	230,417.96	73,314.81	-
CO C11	29-Oct-25	WCDs C22, C23, C24, C25, C26, C27	(39,602.03)	(30,042.92)	(9,559.11)	-
WCD C22	13-Oct-25	Meter Setters	9,478.18	7,190.34	2,287.84	-
WCD C23	13-Oct-25	Fiber Optic vault modifications	29,644.64	22,489.04	7,155.60	-
WCD C24	13-Oct-25	Insurance clause modifications	-	-	-	-
WCD C25	20-Oct-25	Electrical Scope Transfer	61,135.15	46,378.39	14,756.76	-
WCD C26	29-Oct-25	Cancel Sta. 26+81 Sewer Relocation	(37,800.00)	(28,675.86)	(9,124.14)	-
WCD C27	29-Oct-25	Cancel Sta. 87+30 Sewer Relocation	(102,060.00)	(77,424.83)	(24,635.17)	-
CO C12	29-Oct-25	WCD C28	138,873.01	105,351.94	33,521.07	-
WCD C28	29-Oct-25	Sewer Relocation at Sta. 107+00	138,873.01	105,351.94	33,521.07	-
CO C13	26-Jan-26	WCDs C29, C30, C31, C32	(216,159.80)	(163,983.30)	(52,176.50)	-
WCD C29	03-Nov-25	SLA Shutdown Extension	-	-	-	-
WCD C30	03-Nov-25	WSP Tax Adjustment	(84,749.00)	(64,292.34)	(20,456.66)	-
WCD C31	12-Nov-25	Forego Localized Hydrostatic Testing	(105,595.00)	(80,106.55)	(25,488.45)	-
WCD C32	26-Jan-26	Sta. 107+00 Blowoff Modifications	(25,815.80)	(19,584.40)	(6,231.40)	-
CO C14	03-Mar-26	Repaving Ft. Union Blvd. - West	748,685.46	-	-	748,685.46
WCD C36	03-Mar-26	Repaving Ft. Union Blvd. - West	748,685.46	-	-	748,685.46
CO C15	23-Feb-26	Surface Restoration Clarifications	-	-	-	-
WCD C33	26-Jan-26	Surface Restoration Clarifications	-	-	-	-
CO C16	23-Feb-26	WCDs C34, C35	88,822.39	67,382.50	21,439.89	-
WCD C34	27-Jan-26	SLA Relocation Tie-In Extra Concrete Demolition	13,855.60	10,511.14	3,344.46	-
WCD C35	11-Feb-26	Water Relocation at Sta 38+00 to 42+00	74,966.79	56,871.36	18,095.43	-
CO C17	10-Mar-26	LCWTP Campus Improvements	604,750.00	604,750.00	-	-
WCD C37	04-Apr-26	LCWTP Campus Improvements	604,750.00	604,750.00	-	-
CO C18	07-Apr-26	Reporting: WCD C38, C39, C40	65,176.65	-	65,176.65	-

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Change	Date	Description	Amount	ΔMWDSL	ΔSLCDPU	ΔCHCDPW
WCD C38	07-Apr-26	Fire Hydrant Valve at Sta. 38+00	2,676.96	-	2,676.96	-
WCD C39	07-Apr-26	McEntire 20-inch BFV	32,788.49	-	32,788.49	-
WCD C40	07-Apr-26	McEntire 16-inch Tee Removal	29,711.20	-	29,711.20	-
CO C19	22-Jun-26	Reporting: WCD C41, C42	23,017.56	-	23,017.56	-
WCD C41	22-Jun-26	Danish Road Meter Relocations	19,445.43	-	19,445.43	-
WCD C42	22-Jun-26	LCC Access Manway Size Increase	3,572.13	-	3,572.13	-
CO C20	22-Jun-26	Reporting: WCD C43, C44, C45	34,669.09	18,473.96	16,195.13	-
WCD C43	22-Jun-26	Sta. 40+00 Storm Drain Size Increase	9,131.43	6,927.29	2,204.14	-
WCD C44	22-Jun-26	Creek Road Power Relocation	57,962.66	43,971.67	13,990.99	-
WCD C45	22-Jun-26	TCE Extension Credit	(32,425.00)	(32,425.00)	-	-
CO C21	22-Jul-26	Final Completion Extension	-	-	-	-
WCD C46	09-Jul-26	Final Completion Extension	-	-	-	-
		Total to Date	2,928,791.16	1,521,837.62	658,268.08	748,685.46
		Percent of Total	5.11%	2.66%	1.15%	1.31%

Finished Water Strategic Conveyance Project

Metro Water Project Manager: Kelly Stevens
Design Engineer: Bowen Collins & Associates, Brown & Caldwell
Contractor: TBD

Project Description

This project has three major objectives:

- Establish a strategic vision to optimize the delivery of finished water through operational configurations and capital investment. This includes a comprehensive hydraulic model of all finished water conveyance assets north of LCWTP, including Salt Lake City assets. Metro utilizes the Finished Water Little Cottonwood Conduit (LCC) and Big Cottonwood Conduit to meet Metro's delivery obligation of 145 MGD to Terminal Reservoir.
- Design to 30% the infrastructure assets to move the SLAR pipeline to Phase 3 (finished water) operations. This portion of the project is suspended pending development of MOU.
- Design to 30% the infrastructure assets to replace the LCC Return Pump Station.

Status

Design Status: 36%
Construction Status: 0%

Workshop 3 was held on August 18 with Metro Water, Salt Lake City, and Sandy City present. The workshop presented results of hydraulic evaluations. Design of the LCC Return was approved on August 18 and is underway.

Budget

Activity	Est. Budget ¹	Encumbered	Total Spent	FY26-Spent	FY27 Spent
Design	\$1,200,000	\$846,275	\$345,529	\$266,698	\$78,831
Construction	\$7,000,000	\$-	\$-	\$-	\$-
ESDC	\$280,000	\$-	\$-	\$-	\$-
Public Involvement	\$5,000	\$-	\$-	\$-	\$-
LCC Return Replacement	\$1,000,000	\$237,169	\$-	\$-	\$-
Contingency ²	\$1,000,000	\$-	\$-	\$-	\$-
Total	\$10,485,000	\$1,083,444	\$345,529	\$266,698	\$78,831
Annual Allocation ¹					\$1,875,259

¹ The finished water strategic plan was included with the Cottonwoods Connection prior to FY26.

² Contingency is tracked with construction encumbrance.

Change Orders

None.

Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

Metro Water Project Manager: Kelly Stevens
Design Engineer: Hazen and Sawyer
Contractor: Whitaker Construction

Project Description

Prepare to receive fiber from SLAR-CC, including placement of a portable office building and power and fiber improvements to the existing server room.

Status

Design Status: 61%
Construction Status: 50%

Electrical work was completed and the portable installed in FY2026. Whitaker Construction presented a cost for the server room HVAC. Due to higher-than-anticipated costs and disruption for the HVAC work, staff desires to assess alternative options to reduce risk to the server room between now and the LCWTP Rebuild. A capital transfer detailing this shift will be presented in October.

Budget

Activity	Est. Budget	Encumbered	Total Spent	FY26- Spent	FY27 Spent
Design	\$240,000	\$242,063	\$152,983	\$152,983	\$-
Construction	\$1,250,000	\$736,578	\$719,813	\$719,813	\$-
ESDC	\$10,000	\$-	\$-	\$-	\$-
Total	\$1,500,000		\$872,796	\$872,796	\$-
Annual Allocation					\$567,607

Change Orders

None.

Little Cottonwood Water Treatment Plant Rebuild (LC070)



Metro Water Project Manager: Gardner Olson
Design Engineer: Stantec Consulting, Inc.
Contractor: TBD

Project Description

Rebuild core portions of the LCWTP for seismic and operational stability.

Status

Design Status: 10%

Proposals were received from seven CM/GC firms interested in the project. A notification of selection for interviews will be issued by the CM/GC selection committee on October 8. Interviews will take place in early November and a CM/GC selection will be recommended to the Engineering Committee on December 1 and board on December 14.

Bench scale testing of coagulation and flocculation processes are underway to determine if any changes should be made to those processes. A filter pilot plant was procured and installed and will be commissioned on September 28. The filter pilot plant will help determine the best combination of media (anthracite and sand) for filter performance, with a desire to receive state approval to increase the filter loading rate from 6 to 10 gallons per minute per square foot. This will reduce the filter footprint. Bench and pilot testing will take place over the next year.

Project workshops continue weekly and most recently included treatment processes, disinfection strategies, and physical security.

Budget

Activity	Est. Budget	Encumbered	Total Spent	FY26-Spent	FY27 Spent
Design	\$36,150,000	\$11,084,835	\$1,817,498	\$1,545,072	\$272,426
Preconstruction Services	\$3,500,000	\$-	\$-	\$-	\$-
Construction	\$287,000,000	\$-	\$-	\$-	\$-
ESDC	\$11,140,000	\$-	\$-	\$-	\$-
Public Involvement	\$50,000	\$-	\$-	\$-	\$-
Contingency ¹	\$13,925,000				
Total	\$351,765,000	\$10,978,712	\$1,545,072	\$1,545,072	\$-
Annual Allocation					\$11,000,000

¹ Contingency is tracked with construction encumbrance.

Change Orders

None.

Raw Water Little Cottonwood Conduit Resiliency Project (LC069)

Metro Water Project Manager: Erin Kuhlmeier
Design Engineer: Bowen Collins & Associates
Contractor: Garney

Project Description

Replace the raw water LCC and modify the lower intake structure.

Status

Design Status: 90%

The project team is continuing to develop the RWLCC design by holding workshops to discuss and finalize specific design decisions, including value engineering proposals. The 90% cost model workshop was held September 3. Metro Water developed draft easement agreement language and met with Sandy City to discuss project extents and easement requirements. An appraisal was completed and is currently under review to comply with federal requirements and begin determining fair and just compensation for easement parcels. Permit applications have been started to comply with sensitive lands ordinances in Sandy City, Salt Lake County and Cottonwood Heights.

Budget

ROW Acquisition

Activity	Est. Budget	Encumbered	Total Spent	FY26- Spent	FY27 Spent
ROW Acquisition	\$400,000	\$35,800	\$14,500	\$9,400	\$5,100
Total	\$400,000	\$35,800	\$14,500	\$9,400	\$5,100
Annual Allocation					\$400,000

Construction

Activity	Est. Budget	Encumbered	Total Spent	FY26- Spent	FY27 Spent
Design	\$1,740,000	\$1,556,695	\$1,287,229	\$1,080,410	\$206,819
Construction	\$19,760,000	\$-	\$-	\$-	\$-
ESDC	\$800,000	\$-	\$-	\$-	\$-
Public Involvement	\$10,000	\$10,000	\$3,700	\$2,800	\$900
Contingency ¹	\$2,000,000				
Total	\$24,310,000	\$1,566,695	\$1,290,929	\$1,083,210	\$207,719
Annual Allocation					\$7,095,000

¹ Contingency is tracked with construction encumbrance.

Change Orders

None.

Fleet Program Replacement

Metro Water Project Manager: Michael Carter

Project Description

Purchase a track hoe, fork lift, utility vehicle, and two electric golf carts.

Status

The track hoe, fork lift, 140kW generator, and lab vehicle are on order. A utility vehicle and two golf carts were ordered and received.

Budget

Activity	Annual Allocation	Encumbered	Total Spent
Track Hoe	\$200,000	\$159,736	\$-
Fork Lift	\$60,000	\$94,521	\$-
Utility Vehicle	\$50,000	\$32,896	\$-
Golf Cart (2)	\$40,000	\$22,196	\$22,196
140kW Portable Generator	\$120,000	\$53,550	\$-
Lab Vehicle	\$-	\$34,526	\$-
Total	\$470,000	\$396,874	\$22,196

Little Dell Dam Improvements

Metro Water Project Manager: Ammon Allen

Project Description

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

Status

The city is preparing to bid penstock recoating.

Budget

Activity	Annual Allocation	Encumbered	Total Spent
Little Dell Dam Improvements	\$600,000	\$-	\$-
Total	\$600,000	\$-	\$-

Repair and Replace

Project Description

Routine repair and replace non-capacity capital investments.

Status and Budget

Activity	Annual Allocation¹	Project Manager	Total Encumbered	Total Spent	Update
Annual Network Server Replacement	\$200,000	Darin Klemin	\$-	\$-	No progress to date.
Assess POMRWR Liner	\$75,000	Andy Reidling	\$-	\$-	Staff is reviewing consultant recommendations on the liner.
Replace Deer Creek Intake Actuators	\$70,000	Alex Reidling	\$49,131	\$-	Actuators were ordered.
Replace UPS in New Chemical Building	\$65,000	Alex Reidling	\$67,778	\$-	The UPS was ordered.
Ultrasonic Flow Meter Replacement	\$60,000	Alex Reidling	\$-	\$-	No progress to date.
Redundant POMA Fiber (Year 1 of 2)	\$50,000	Darin Klemin	\$-	\$-	No progress to date.
Ultraviolet Spectrophotometer Replacement	\$30,000	Jeff Matheson	\$26,323	\$-	The equipment was ordered.
Miscellaneous	\$100,000		\$2,954	\$2,954	Parts for the cationic polymer building ordered in FY26 were received in FY27.
Total	\$650,000		\$119,863	\$2,954	

¹ The Repair and Replace budget is managed to the bottom line; individual project encumbrances may exceed annual allocations.

Jordan Valley Water Conservancy District (JVWCD)

Jordan Aqueduct System and 150th South Pipeline – Capital Projects

Metro Water is responsible for 2/7ths of Jordan Aqueduct (JA) system improvements which include JA, Jordan Valley Water Treatment Plant (JVWTP), and the JA Terminal Reservoir. Metro Water is responsible for one half of improvements associated with the 150th South pipeline. FY2027 projects include:

Rehabilitation or Replacement of Existing Facilities

• JVWTP Replace Filter Media	\$ 460,571
• JVWTP Basins 1 and 2 Circular Sweeper Repair	\$ 39,634
• Normal Small Capital Improvements	\$ 335,750
• JA Normal, Extraordinary Maintenance and Replacement	\$ 253,086
• JVWTP Normal, Extraordinary Maintenance and Replacement	\$ 346,114
• TR Normal Maintenance and Replacement	\$ 103,210
• Communication Systems Normal Maintenance and Replacement	\$ 11,657
• 150 th South Pipe Normal Maintenance and Replacement	\$ 10,000

New Non-Capacity Facilities (Compliance/Functional Upgrade)

• Electrical Generators and Site Modifications Phase 2	\$ 45,188
• JVWTP Filter and Chemical Feed Upgrades	\$ 1,775,857
• JVWTP Floc/Sed 1-2 Seismic Upgrade	\$ 45,015
• New Equipment and Emergency Response Building	\$ 156,571
• Jordan Aqueduct Seismic Resiliency	\$ 144,086

<i>JVWTP Project Management Expenses</i>	\$ 50,000
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<i>Total Request FY2027:</i>	\$ 3,776,739
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The following report is taken from JVWCD's August 2026 board packet and covers July 11 to August 12, 2026.

JVWCD is reworking design for the satellite campus at 1580 West 3860 South due to higher-than-anticipated costs.

Cathodic system upgrades on the Jordan Aqueduct Reach 4 JA4/CC3 are complete.

Butterfly valves for the Jordan Aqueduct Reach 2 Flow Control Structure Improvements project are expected in October. The valve and meter replacement will be performed in winter 2026 when the Jordan Aqueduct is taken offline.

The JVWTP Chemical Buildings is substantially complete. The contractor is scheduling a controls subcontractor to complete programming.

Work is on schedule for all three external buildings (carbon feed, chlorine feed, and caustic feed) for the JVWTP Filter and Chemical Feed Upgrades Project. Walls for the caustic building are in, and the masonry crew is now working on the chlorine building.

A BRIC application was submitted for the JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades. JVWCD is seeking \$20M in federal cost sharing.