Tab 2

Engineering Committee report

Consider approval of exception request from Brendon Beebe

Background:

Location: 945 East High Country Circle, Orem
Metro Water Interest: 1890s Act Easement

In August 2025, Brendon Beebe (Applicant) initiated the application process for an agreement to replace an existing basketball court on Metro Water easement with a pickleball court. The property does not have a prior agreement. As part of the agreement process, staff identified several other uses within the easement. These uses are generally permitted; however, several may be permitted conditionally, and two existing uses are not permitted (the home and a gazebo). Save for the pickleball court, all uses have existed for many years.

The conditional uses include the existing wood deck, basketball court, volleyball court, concrete and stone stairs, cement pad, rock retaining walls, in-ground trampoline, and gas firepit and the proposed pickleball court. The primary concern with these uses is the added expense of replacement if they are removed by Metro Water in the exercise of its easement.

Conditional uses may be approved by the Engineering Committee "if reasonable conditions can be implements to permit the use without unreasonably interfering with the purpose of the District lands" (P&P 16-201.4). The Engineering Committee approved the above-described existing uses with the following conditions:

- The gas firepit is connected to a movable propane tank (no permanent fixed connection).
- If any conditional uses are removed by Metro Water or the Applicant, they shall not be replaced without prior approval from Metro Water.
- Any modification to these uses must first obtain written approval from Metro Water.
- The Applicant will reimburse Metro Water the additional costs to Metro Water, if any, due to the presence of the conditional uses.

The pickleball court was approved with the additional following conditions:

- Final drawings for the court be approved by Metro Water prior to installation.
- The pickleball court sit on a gravel base with control joints every 10 feet and reinforcement be non-metallic fiberglass rebar for ease of removal.
- No grade change is permitted.
- Metro Water is not liable for removal of or damage to the pickleball court.
- Metro Water is not obligated to replace the pickleball court.

Policies and Procedures Chapter 16-203.4 states, in part, "Some [existing] uses may require coordination or means, beyond cost, that render their removal impossible. . . These existing uses shall be considered on a case-by-case basis by the Board as an exception request." The Applicant maintains a home and gazebo located within the easement.

Metro Water's easement in this location is 150-feet wide. The home is 80 feet from the SLA at its nearest, and the gazebo about 45 feet from the SLA. Historic imagery shows both structures being in place since at least 1997. The lot is sloped downward from east to west, with a fall of about 30 feet. The SLA is on a benched area, with the home and gazebo on a lower elevation. It is anticipated the upper bench is sufficient for access to and construction on the SLA. Due to the sensitivity around these structures, it is

recommended that, rather than place specific conditions, the structures be only acknowledged in the agreement. Metro Water will work to keep construction away from these structures in the future, and the Applicant agrees to not expand either into the easement.

Committee Activity:

The Engineering Committee discussed this item on March 3, 2026. This memorandum and the attached cooperation agreement incorporate comments from the committee, which included discussion on the future replacement of conditional uses and Metro Water constructability around the house and gazebo.

Recommendation:

The Engineering Committee recommends the Board grant an exception to recognize the existing home and gazebo by agreement, as described in this staff report.

Attachments:

- Beebe Property Location
- Beebe Pictures
- Beebe Cooperation Agreement

Last Update: March 12, 2026

Beebe Property Location

Beebe Pictures

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

Application No.: S-25-1516
Version: 01-20-26

PARCEL NO.: 462300003

COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS AND INTEREST IN LANDS

(SLA)

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 2026, between Metropolitan Water District of Salt Lake & Sandy ("District") and Brendon S. Beebe and Christina J. Beebe of 945 East High Country Circle, Orem, Utah 84097 ("Applicant"). Brendon S. Beebe and Christina J. Beebe shall be jointly and severally responsible to the District under this Agreement.

AGREEMENT PURPOSES

District owns and operates the Salt Lake Aqueduct ("SLA") Corridor and certain improvements located within or on the SLA Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting the SLA, SLA Corridor, District improvements and operations, and District water.

Applicant has requested permission for the non-exclusive use described below of that portion of the SLA Corridor also described below. District is willing to permit the described use of the described portion of the SLA Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the SLA Corridor for the intended use by Applicant.

District owns portions of the SLA Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that Applicant's described use of the described portion of the SLA Corridor is acceptable to District and consistent with District policies. Applicable District policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the SLA Corridor described herein. District has no authority to grant Applicant any right of use that is valid as against others who have title interests in the SLA Corridor lands in question, and this Agreement does not purport to do so. For example, where District holds an easement, any use by someone

other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District 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 SLA CORRIDOR.

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

(A) Description of Applicant's Use of SLA Corridor:

Continuation of Existing Uses: Applicant may continue to utilize the SLA Corridor for the following existing uses, shown in Exhibit A, as described below.

Landscaping consisting of turf, an underground sprinkler system, and shrubs.

An existing electrical outlet, the electrical line to the outlet, wood fence and gate, flagstone, chain link fence and gate, and trees that are more than 20 feet from the centerline of the SLA.

Subject to the conditions stated in this paragraph: a concrete basketball court, sand volleyball court, trampoline, wooden deck, concrete walls, concrete and stone stairs, cement pad, rock retaining wall, and gas firepit. The gas firepit is connected to a movable propane tank; no permanently fixed propane tank shall be installed. If any of the uses identified in this paragraph is removed from the SLA Corridor by Applicant or by the District in connection with District's use of its easement, such use shall not be replaced or modified without first receiving written permission from District, which District is not obligated to provide. Applicant shall obtain District's written permission before modifying any portion of these uses within the SLA Corridor.

Any newly planted shrubs shall not exceed four feet in height when mature. No trees may be planted within 20 feet of the centerline of the SLA.

New Fiberglass-reinforced Concrete Pickleball Court: Applicant may construct a fiberglass-reinforced concrete pickleball court within the SLA Corridor in place of the existing concrete basketball court as shown in Exhibit B. The pickleball court will be reinforced with non-metallic fiberglass rebar (GFRP), sit on a compacted gravel base, and include saw-cut control joints every 10 feet. There will be no change to the grade and no

footings. Applicant may install a chain-link metal fence around the pickleball court that measures 5 feet from the sidelines of the court and 8 feet from the baselines of the court and meets Orem City code requirements, as shown in Exhibit B.

Applicant shall provide to District engineer-stamped drawings for the pickleball court prior to its installation for District's review and approval. Construction shall not commence without District's written approval, which District shall not unreasonably delay or withhold.

Applicant acknowledges removal of the pickleball court, in whole or in part, may be required for access to the SLA, or for District's use of the SLA Corridor, and is solely at the District's discretion. District will provide advance notice to Applicant as is reasonable under the circumstances of the need to remove the pickleball court. If Applicant is unable to remove the pickleball court within the timeframe required by District, District may accomplish, or cause to be accomplished, its removal, and Applicant shall reimburse District as described in Article II below.

The pickleball court is permitted only under the following conditions: (1) District shall not be held liable if the pickleball court is removed or damaged whether by District, District's contractor, Applicant, or another party; (2) District is under no obligation to reestablish, repair, or replace the pickleball court or following removal; and (3) Applicant shall reimburse District for any additional costs related to operation, maintenance, repair, or replacement of the SLA resulting from the pickleball court.

Construction Vehicles and Equipment: Applicant shall not permit vehicles or equipment exceeding H20 loading to travel within 20 feet of the SLA.

Existing Buildings: A wooden gazebo with footings is withing the SLA Corridor, as shown on Exhibit A. A portion of the existing home and garage extend into the SLA Corridor, as shown on Exhibit B. This use is not approved by the District; nothing in this Agreement authorizes these structures. Applicant will not expand or extend the existing home, garage, or wooden gazebo with footings further into or within the SLA Corridor.

(B) Term:

Twenty-five (25) 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) Location by Stationing:

SLA Station 572+19 to 574+13

(D) Legal Description of SLA Corridor Lands Applicant Will Be Using:

Applicant's use is limited to that portion of SLA Tract 207 encumbering Applicant's property, which property is described in Article I(F) below. Tract 207 is more particularly described as follows:

> A strip of land 150 feet wide and included between two lines extended to the property lines and everywhere distant 50 feet or to the right and 100 feet West or to the left of that portion of the following described center line from Station 569+35.8 to Station 580+00 measured at right angles thereto; also a strip of land 100 feet wide and included between two lines and extended to the property lines and everywhere distant 25 feet East or to the right and 75 feet West or to the left of that portion of the following described center line from Station 580+00 to Station 592+46.0 measured at right angles and/or radially thereto; said center line is more particularly described as follows:
>
> Beginning at Station 569+35.8, a point in the West Half (W ½) of the Northwest Quarter (NW ¼) of Section 1, Township 6 South, Range 2 East, Salt Lake Base and Meridian, from which point the Northwest (NW) corner of said Section 1 lies North 2628.7 feet and West 1320 feet, more or less; thence North 34° 23' West 1456.1 feet; thence on a regular curve to the right having a radius of 200 feet and a length of 111.0 feet as measured on the arc of the curve; thence North 2° 34' 30" West 530.7 feet; thence on a regular curve to the left having a radius of 200 feet and a length of 79.8 feet as measured on the arc of the curve; thence North 25° 26' West 132.6 feet to Station 592+46.0, from which point the Northwest (NW) corner of said Section 1 lies North 596.3 feet and West 363.0 feet, more or less.

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

LOT 3, PLAT H, MOUNTAIN OAKS SUB.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A – Existing Uses.
Exhibit B – Pickleball Court

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs. After such thirty (30) days following mailing of an invoice all amounts due to District will accrue interest at a rate of ten percent (10%) annually, compounded annually. If any amounts remain payable to District after sixty (60) days following mailing of an invoice, District may perfect a lien on any property

described in Article I, Section (E) of this Agreement for the amounts owed District, 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. District 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 earthwork, construction work or other work performed by or for Applicant on the SLA Corridor or close enough to the SLA Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(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 District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District 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. If, after notice from District which 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 District, or its contractor, and Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District 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 District 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 District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

IV. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to District;

(ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the SLA, SLA Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(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 District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the SLA Corridor inspected by qualified professionals.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the SLA Corridor, or close enough to the SLA Corridor to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

V. 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 District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the SLA Corridor and any District improvements or operations. To the extent Applicant's use of the SLA Corridor increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the SLA Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate District's exercise of District rights to use the SLA Corridor. This provision is not intended to provide District with new or additional property rights to use the SLA Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the SLA Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the SLA Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the SLA Corridor except as to District's interests in the SLA Corridor. For example, where District holds only an easement for the SLA, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the SLA Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the SLA Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the SLA Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VI. <u>CONTRACTORS, INSURANCE, BONDS</u>.

(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 SLA Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit C attached hereto and incorporated herein.

(B) Applicant will request that Applicant's insurer issue an endorsement to Applicant's homeowners policy listing District, its Trustees, officers, and employees as additional insureds for liability coverage for claims arising out of Applicant's use of the SLA Corridor. Such coverage for District and its Trustees, officers and employees is intended to be primary to any other coverage for District. 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 District's efforts to obtain compliance from Applicant's insurance broker and insurer.

VII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the SLA Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the SLA Corridor; or (iii) alleging that District 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; or (iv) alleging District 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 SLA Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the SLA Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District 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 District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

VIII. TERMINATION.

(A) Applicant's right to use the SLA Corridor 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 ninety (90) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use the SLA Corridor for nonuse for a period of one (1) year.

(D) Should District 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 District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

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

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

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

IX. REMOVAL OF FACILITIES.

District will reasonably determine what portion of Applicant's improvements, if any, on the SLA Corridor 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.

X. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District'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 District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the SLA Corridor.

(B) If improvements are to be removed from the SLA Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the SLA Corridor, or hire a contractor to do the same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XI. INTERPRETATION.

Because the SLA is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the SLA and SLA Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the SLA Corridor.

XII. PRESUMPTION.

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

XIII. SUCCESSORS, ASSIGNS.

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

XIV. 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, Section (E) above.

XV. NO WARRANTY.

(A) District 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) District makes no warranty or representation as to the condition of the SLA Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVI. 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 District, Applicant fails to bring Applicant's use of the SLA Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, District may, at its sole option, effect such compliance and Applicant shall reimburse District as described in Article II above.

XVII. 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

Brendon Beebe
945 East High Country Circle
Orem, Utah 84097

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.

XVIII. 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 SLA Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

_____
Annalee Munsey, General Manager

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

On the ___ day of _____, 2026, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

_____
NOTARY PUBLIC

APPLICANT:

_____
Brendon S. Beebe

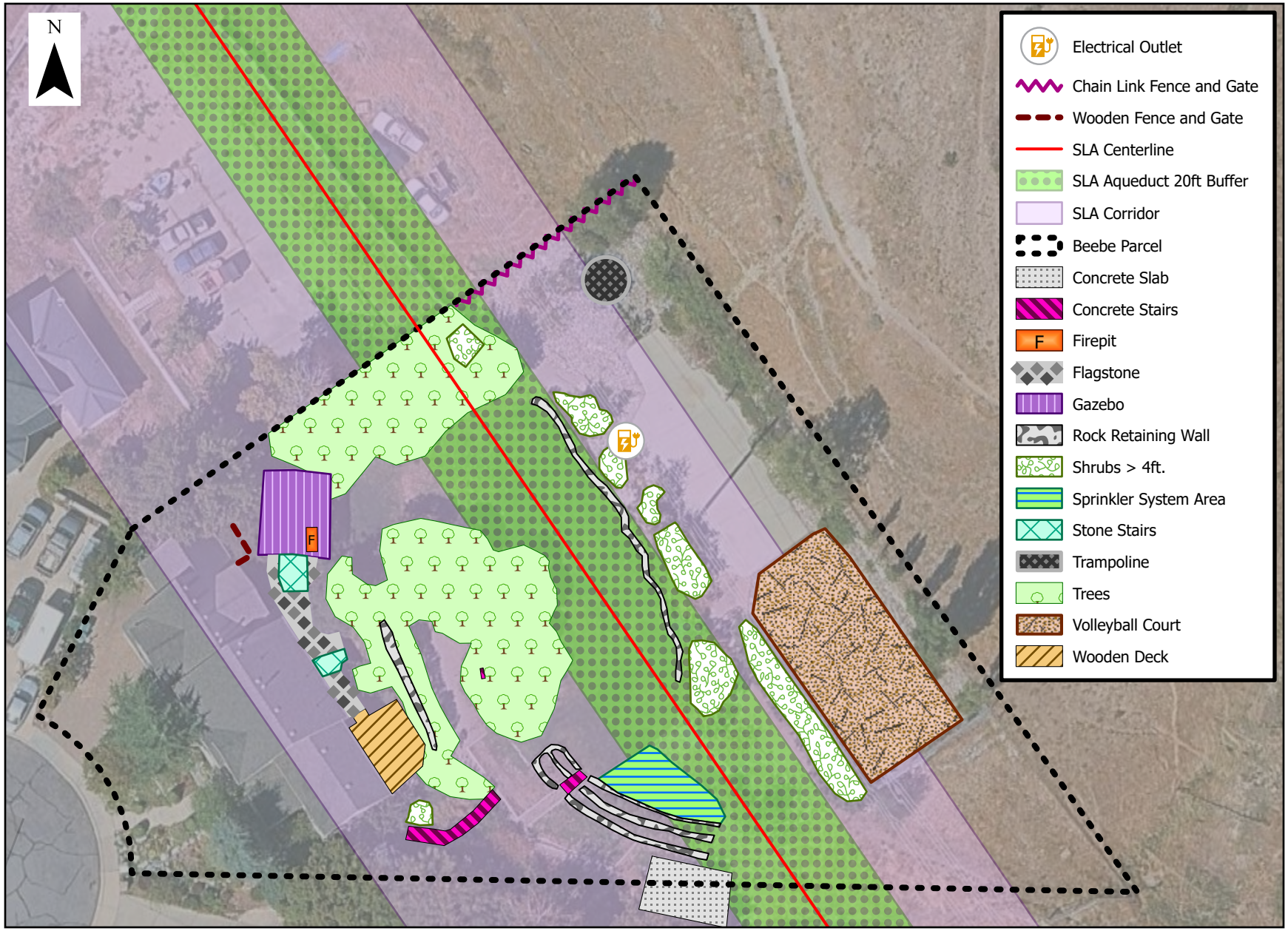
_____
Christina J. Beebe

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

On the ___ day of _____, 2026, personally appeared before me Brendon Beebe and Christina Beebe, the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledge that they executed the same.

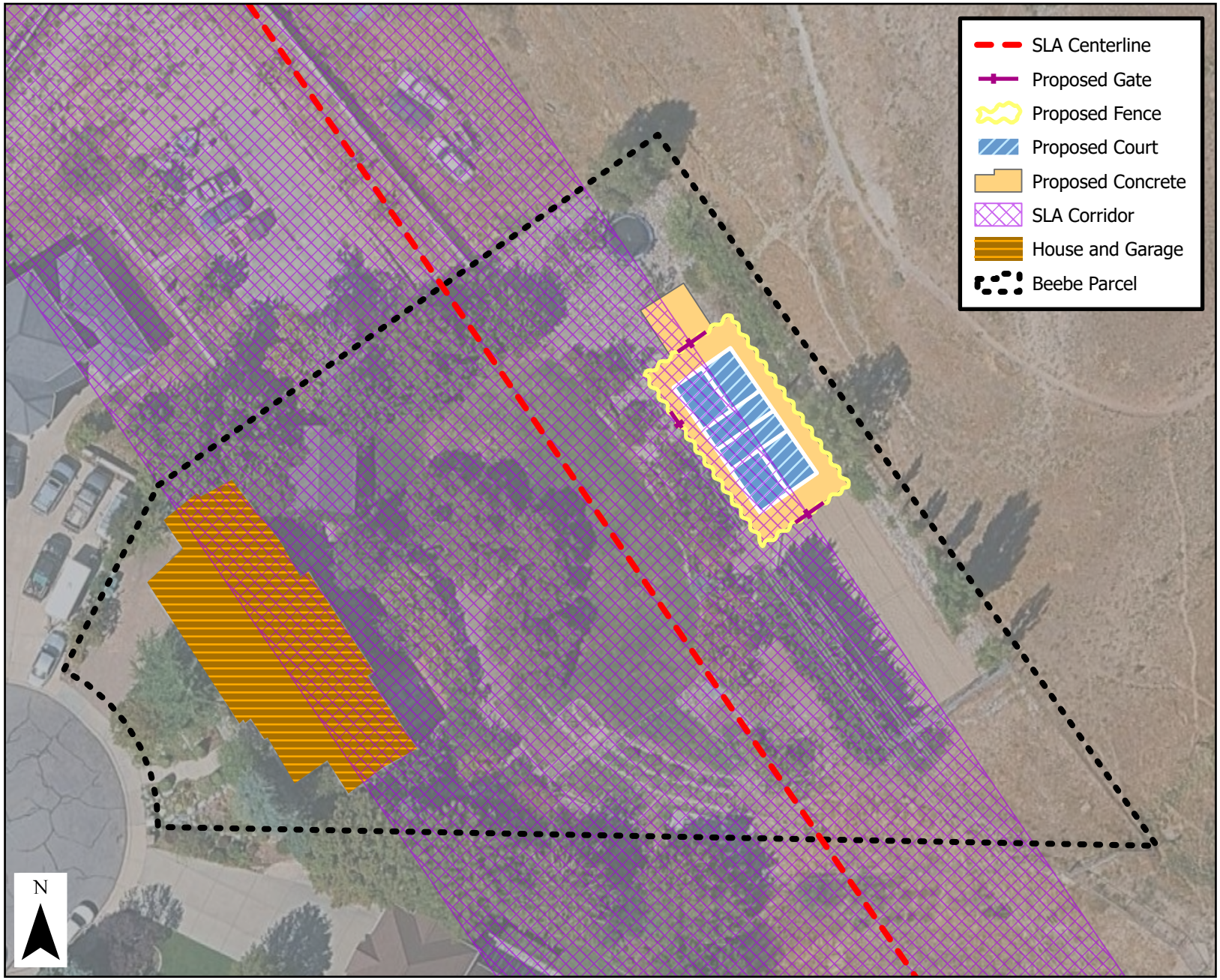
_____
NOTARY PUBLIC

EXHIBIT A
DRAWINGS – EXISTING USES


N
Electrical Outlet
Chain Link Fence and Gate
Wooden Fence and Gate
SLA Centerline
SLA Aqueduct 20ft Buffer
SLA Corridor
Beebe Parcel
Concrete Slab
Concrete Stairs
Firepit
Flagstone
Gazebo
Rock Retaining Wall
Shrubs > 4ft.
Sprinkler System Area
Stone Stairs
Trampoline
Trees
Volleyball Court
Wooden Deck
F

BP030

EXHIBIT B
DRAWINGS – PICKLEBALL COURT


SLA Centerline
Proposed Gate
Proposed Fence
Proposed Court
Proposed Concrete
SLA Corridor
House and Garage
Beebe Parcel
N

BP032

EXHIBIT C

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Last Update: September 17, 2025

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

A. <u>MINIMUM LIMITS OF INSURANCE</u>

Except as approved in writing by District in advance, Contractor and all of Contractor's subcontractors 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. <u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

Any deductibles or self-insured retentions (SIRs) must be declared to and approved by the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, its trustees, officers, and employees as additional insureds; or the Contractor may be

required to procure a bond or other instrument guaranteeing payment of losses and related investigations, claim distribution, and defense expenses of the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or $50,000, whichever is less. The District 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 Contractor shall pay for costs related to losses, investigations, claim distribution, and defense expenses of the District, 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. <u>OTHER INSURANCE PROVISIONS</u>

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

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District 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 the District, its trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. <u>ACCEPTABILITY OF INSURERS</u>

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 the District.

E. <u>APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS</u>

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.

F. <u>PERFORMANCE AND PAYMENT BONDS</u>

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

Consider approval of exception request from Glen Taylor

Background:

Location: 3365 E Gregson Ave, Millcreek
Metro Water Interest: Deeded Easement

In February 2024 and in response to a Blue Stakes ticket to install footings and a garage, Metro Water inspectors discovered Glen Taylor preparing to install a footing for a garage over the Terminal Wasteway pipeline. Upon contacting Mr. Taylor, staff discovered his plans to install a new driveway, garage, and home addition within the Terminal Wasteway easement. Mr. Taylor asked staff to coordinate the work through his contractor.

The Terminal Wasteway is a 48-inch diameter pipe that conveys overflow, storm water, and controlled releases from Metro Water's Terminal Reservoirs and Salt Lake City's Sam Park West Reservoir. The wasteway is centered in a 50-foot wide easement.

The contractor agreed to stop working and staff worked in good faith to prepare an agreement. Several concerns arose through this process. First, the garage had to be relocated and neither Mr. Taylor nor his contractor would provide updated drawings for the project. Second, Millcreek City continued to provide building permits to Mr. Taylor, insisting any issues with the easement are between the Taylors and Metro Water. And third, staff discovered a portion of the existing home encroaches within the easement.

In April 2025 staff discovered the contractor had again began working within the corridor. Staff spoke with the contractor and Metro Water legal counsel and it was determined best to proceed with a Temporary Restraining Order and Preliminary Injunction, which was filed on April 25, 2025. The order was entered on April 29, 2025.

Despite the order, work continued. In late May 2025, a surveyor marked the easement and work proceeded to pour a foundation wall to extend the existing home to the marked easement boundary. Staff spoke with the surveyor, provided additional documentation, and the surveyor chose to relocate the marked easement boundary, moving it into the newly placed foundation wall. By the end of June 2025, the encroaching foundation wall had been removed and the new driveway installed. The home addition has since also been completed. Drawings were received in early 2026.

The work completed within the easement includes grading, a rock retaining wall, and concrete driveway. The home addition, though completed, does not encroach into the easement.

In February 2026, Mr. Taylor, through his contractor, agreed to sign an agreement in the form attached.

The non-reinforced concrete driveway and rock retaining wall are conditional uses. Conditional uses may be approved by the Engineering Committee "if reasonable conditions can be implements to permit the use without unreasonably interfering with the purpose of the District lands" (P&P 16-201.4). The Engineering Committee approved the driveway and rock retaining wall with the following conditions:

- Metro Water is not liable for removal of or damage to the conditional uses, whether by Metro Water or another party.
- Metro Water is not required to reestablish, repair, or replace these uses.
- Mr. Taylor will reimburse Metro Water for any additional costs incurred by Metro Water as a result of the conditional uses.

The home encroachment is not permitted. Policies and Procedures Chapter 16-203.4 states, in part, “Some [existing] uses may require coordination or means, beyond cost, that render their removal impossible. . . These existing uses shall be considered on a case-by-case basis by the Board as an exception request.”

Although Metro Water’s easement in this location is only 50 feet wide and the full width will be required for access to the Terminal Wasteway, there are no current plans to replace or refurbish the pipeline. The wasteway was inspected in or around 2010 with the Terminal Reservoir Replacement Project and was reported to be in good condition with no need for replacement.

The encroaching home began as an open carport that was later enclosed. Historic imagery shows these uses as far back as 1970. Due to the sensitivity around the home, it is recommended that, rather than place specific conditions, the structures be only acknowledged in the agreement. Metro Water will work to keep construction away from these structures in the future, and the Applicant agrees to not expand either into the easement.

Committee Activity:

The Engineering Committee discussed this item on March 3, 2026.

Recommendation:

The Engineering Committee recommends the Board grant an exception to recognize the existing home by agreement as described in this report.

Attachments:

- Taylor Property Location
- Construction Pictures
- Taylor Cooperation Agreement

Last Update: March 12, 2026

Taylor Property Location

Taylor Pictures

Pre-construction condition

Initial survey markings

The orange paint shows the actual easement boundary.

The foundation was removed to a point two feet east of the east easement boundary.

The home extension, driveway, and rock retaining wall are installed and nearing completion.

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

Application No.: S-25-1513
Version: 2-19-26

PARCEL NO.: 16262790160000

COOPERATION AGREEMENT FOR NON-DISTRICT USE OF DISTRICT LANDS AND INTEREST IN LANDS

(Terminal Reservoir Wasteway)

THIS COOPERATION AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 2026, between Metropolitan Water District of Salt Lake & Sandy ("District") and Glen Earl Taylor, Dorothy C. Taylor, and Shellie T. Manning, 3365 E. Gregson Ave., Millcreek, Utah 84109 (collectively "Applicant"). Glen Earl Taylor, Dorothy C. Taylor, and Shellie T. Manning shall be jointly and severally liable to the District under this Agreement.

AGREEMENT PURPOSES

District owns and operates the Terminal Reservoir Wasteway ("TRW"), TRW Corridor, and certain improvements located within or on the TRW Corridor. (As used in this Agreement "improvements" is intended to include all manner of works, equipment, facilities and infrastructure.) District is a political subdivision of the State of Utah responsible for transporting and treating public water, and as such District is engaged in protecting its assets, improvements and operations, and water.

Applicant has requested permission for the non-exclusive use described below of that portion of the TRW Corridor also described below. District is willing to permit the described use of the described portion of the TRW Corridor, without representation or warranty whatsoever. Without intending to limit the scope of the immediately preceding disclaimer of **all** warranties, District specifically disclaims any representation or warranty of title, and any representation or warranty regarding the condition or fitness of the TRW Corridor for the intended use by Applicant.

District owns portions of the TRW Corridor in fee, and holds easements in other portions. This Agreement is intended to document the fact that Applicant's described use of the described portion of the TRW Corridor is acceptable to District and consistent with District policies. Applicable District policies are available to Applicant for review.

This Agreement grants a non-exclusive right to Applicant for only those uses of the TRW Corridor described herein. District has no authority to grant Applicant any right of use that is valid as against others who have title interests in the TRW Corridor lands in question, and this

Agreement does not purport to do so. For example, where District holds an easement, any use by someone other than the fee title holder likely requires the consent of the fee title holder, which District cannot give and does not purport to give. Nor does this Agreement purport to satisfy any legal requirement other than District policies. Applicant is solely responsible to obtain and maintain all other required agreements, permits, licenses, etc., including any necessary planning or zoning approvals. District 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 TRW CORRIDOR.

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

(A) Description of Applicant's Use of TRW Corridor:

Applicant desires to construct a driveway and gravity block retaining wall, and maintain landscaping, within the TRW Corridor. The project includes the following items, as shown in Exhibit B:

Driveway: Applicant may construct a concrete driveway within the TRW Corridor as shown in the Site Plan attached as Exhibit B. The driveway will be nonreinforced and not include any type of footing.

Retaining Wall: Applicant may grade the property and install a rock retaining wall in accordance with the District's Standard Specification Section 31 42 00 Gravity Retaining Walls and Rockeries. The wall will be located along the western edge of the property boundary next to the proposed driveway as shown in the Site Plan included in Exhibit B.

Applicant acknowledges removal of the driveway and retaining wall, in whole or in part, may be required for access to the TRW, or for District's use of the TRW Corridor, and is solely at the District's discretion. District will provide advance notice to Applicant as is reasonable under the circumstances of the need to remove the driveway and/or retaining wall. If Applicant is unable to remove the driveway and/or retaining wall within the timeframe required by District, District may accomplish or cause to be accomplished removal, and Applicant shall reimburse District as described in Article II below.

The driveway and retaining wall are permitted only under the following conditions: (1) District shall not be held liable if the improvements are removed or damaged whether by District, District's contractor, Applicant, or another party; (2) District is under no obligation to reestablish, repair, or replace the improvements following removal; and (3) Applicant shall reimburse District for any additional costs related to operation,

maintenance, repair, or replacement of the TRW resulting from the driveway and retaining wall.

Landscaping: Applicant may utilize the TRW Corridor for existing landscaping. Landscaping consists of turf, sprinklers, and shrubs less than four feet tall when mature. No trees may be planted within the TRW Corridor.

A portion of the existing home and garage extends into the TRW Corridor, as shown on Exhibit A. This use is not approved by the District; nothing in this Agreement authorizes these structures. Applicant will not expand or extend the existing home or garage further into or within the TRW Corridor.

Applicant will construct no other improvements within the TRW Corridor.

(B) Term:

Perpetual. District has the right to modify risk and insurance requirements consistent with its then-usual practice for other agreements regarding use of the TRW Corridor every twenty-five years after reasonable efforts to consult with Applicant.

(C) Location by Stationing:

Approximate TRW Station 13+45.

(D) Legal Description of TRW Corridor Lands Applicant Will Be Using:

That portion of the TRW Corridor encumbering Applicant's property described in I(E), below. The TRW Corridor is more fully described as follows:

Beginning at the Southeast corner of Lot 23, Pleasant View Park Substation, a subdivision of part of Sections 25 and 26, Township 1 South, Range 1 East, Salt Lake Meridian, and running thence South 89°50' West 23.15 feet; thence North 17°55' West 2073.693 feet, more or less, to the center of Lois Avenue according to the official plat of said subdivision; thence along the center of said Avenue North 89°47' East 52.48 feet; thence South 17°55' East 1978.166 feet, more or less, to a point of intersection with the East line of said Lot 23; thence South 0°10' East, along said East line, 91.021 feet to the Southeast corner of said Lot 23, and the place of beginning.

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

Salt Lake County Parcel Number 16262790160000, also known as LOT 50 CANYON RIM NO 4.

(F) Plans, Drawings, Maps, Plats, etc. Attached and Incorporated Into This Agreement:

Exhibit A, Aerial Imagery.

Exhibit B, Site Plan.

II. REIMBURSEMENT OF COSTS.

In the event that Applicant is required to reimburse District for costs pursuant to this agreement, Applicant shall reimburse District for all costs reasonably incurred by District within thirty (30) days of mailing of an itemized invoice from District for such costs. After such thirty (30) days following mailing of an invoice all amounts due to District will accrue interest at a rate of ten percent (10%) annually, compounded annually. If any amounts remain payable to District after sixty (60) days following mailing of an invoice, District may perfect a lien on any property described in I(E) of this Agreement for the amounts owed District, 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. District 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 earthwork, construction work or other work performed by or for Applicant on the TRW Corridor or close enough to the TRW Corridor to present risk to District improvements or operations will take place except as expressly described in plans and specifications approved in writing by District. Any modifications to such plans and specifications must be approved in writing by District.

(B) Applicant warrants that all earthwork, construction work and other work will:

(i) strictly comply with plans and specifications approved in writing by District;

(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 District improvements;

(vi) be consistent with *District Standard Specifications*, as they may from time to time change. *District Standard Specifications* are available to Applicant for review, and are incorporated herein by reference.

(C) District shall have the right, but no obligation, to inspect the progress of the work or to inspect materials at all times. District may also reasonably require inspection or testing by others of any work or materials. District 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. If, after notice from District which 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 District, or its contractor, and Applicant shall reimburse District as described in Article II. District shall have no obligation whatsoever to review or supervise the method or manner in which the work is accomplished. District 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 District 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 District shall not constitute an acceptance of work or materials that do not comply with the approved plans or specifications or this Agreement.

IV. MAINTENANCE OF APPLICANT'S IMPROVEMENTS.

(A) All of Applicant's improvements on the TRW Corridor, or close enough to the TRW Corridor to present risk to District improvements or operations, shall be maintained in a condition which:

(i) is reasonably satisfactory to District;

(ii) does not interfere with the ability of District to use, operate, repair, reconstruct, maintain, improve or modify the TRW, TRW Corridor or any District improvements for District's purposes, as those purposes may from time to time change;

(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 District including, but not limited to, *District Policies and Procedures* and *District Standard Specifications* as those policies and specifications may change from time to time.

(B) District may from time to time and as is reasonable have any or all of Applicant's improvements which are on the TRW Corridor inspected by qualified professionals.

(C) If after notice from District that is reasonable under the circumstances, Applicant fails to correct any unacceptable condition of any of Applicant's improvements on the TRW Corridor, or close enough to the TRW Corridor to present risk to District improvements or operations, correction may be accomplished by District, and Applicant shall reimburse District as described in Article II above.

V. 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 District and District Trustees, employees, agents, and permittees to enjoy, manage, supervise, use, operate, occupy, enter, exit, inspect, repair, maintain, replace, improve or modify the TRW Corridor and any District improvements or operations. To the extent Applicant's use of the TRW Corridor increases the cost of District's exercise of its rights, Applicant may be required to reimburse the District as described in Article II above.

(B) District will make reasonable efforts to provide reasonable advance notice to Applicant of any work District reasonably recognizes as materially adverse to Applicant's authorized use of the TRW Corridor. District may implement electronic notice procedures. Applicant will be responsible to timely provide District with current contact information. Applicant accepts all risks that any or all of Applicant's improvements installed on the TRW Corridor may be modified, destroyed or reconstructed at Applicant's sole cost and expense to accommodate District's exercise of District rights to use the TRW Corridor. This provision is not intended to provide District with new or additional property rights to use the TRW Corridor.

(C) District reserves the right to issue additional licenses or permits for uses of the TRW Corridor. District will not provide a conflicting license without a finding that doing so is necessary for public purpose after reasonable efforts to notify the Applicant. District will make reasonable efforts to provide advance notice that is reasonable under the circumstances to Applicant of additional licenses that District reasonably recognizes may be temporarily or permanently disruptive to Applicant's authorized use of the TRW Corridor. District may implement electronic notice procedures. It is acknowledged that District claims no right to grant permission for uses of the TRW Corridor except as to District's interests in the TRW Corridor. For example, where District holds only an easement for the TRW, District could not grant permission for uses by others that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights for licensing third party uses of the TRW Corridor.

(D) District and its officers, Trustees, employees and contractors shall have no liability for any damage to, or interference with Applicant's works or improvements as a result of the exercise by District of any of its rights.

(E) It is acknowledged that the District may support the construction of public, non-motorized trails on the TRW Corridor by public entities other than the District. It is acknowledged that District claims no right to grant permission for the construction or use of a public trail except as to District's interests in the TRW Corridor. For example, where District holds an easement District could not grant permission for public trail uses that would be effective as to the fee title holder. This provision is not intended to provide District with new or additional property rights to authorize trail uses.

(F) All reservations of rights by District under this Agreement are in addition to any and all other rights which District may have by operation of law or otherwise.

VI. 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 TRW Corridor on behalf of Applicant will provide insurance and bonds in strict compliance with Exhibit C attached hereto and incorporated herein.

(B) Applicant will request that Applicant's insurer issue an endorsement to Applicant's homeowners policy listing District, its Trustees, officers, and employees as additional insureds for liability coverage for claims arising out of Applicant's use of the TRW Corridor. Such coverage for District and its Trustees, officers and employees is intended to be primary to any other coverage for District. 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 District's efforts to obtain compliance from Applicant's insurance broker and insurer.

VII. DEFENSE, INDEMNITY.

Applicant shall defend, indemnify and hold District and its officers, trustees and employees harmless, including costs and attorneys' fees, from any claim, demand, action or cause of action: (i) alleging that District was at fault in allowing Applicant's use of the TRW Corridor; or (ii) alleging that District was at fault in failing to supervise, inspect, direct, instruct, warn or otherwise manage or control Applicant's use of the TRW Corridor, or (iii) alleging that District 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; or (iv) alleging District 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 TRW Corridor. This defense and indemnity obligation is not intended to hold District or its officers, trustees, or employees harmless from any claim that is not derivative of Applicant's use of the TRW Corridor. In no event shall any fault of Applicant or Applicant's employees or contractors be reapportioned to District, its officers, trustees or employees. Applicant shall indemnify and hold District 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 District liability insurer to the extent such insurer would be responsible for defense costs or indemnity beyond District's deductible or self-insured retention.

VIII. TERMINATION.

(A) Applicant's right to use the TRW Corridor 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 ninety (90) days written notice to the other party.

(C) District may, at its sole option, terminate this Agreement and Applicant's right to use the TRW Corridor for nonuse for a period of one (1) year.

(D) Should District 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 District and reasonable under the circumstances, after Applicant receives written notice describing the breach and time for correction, then this Agreement may be terminated by District.

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

(i) All of Applicant's obligations to reimburse any costs incurred by the District;

(ii) All of Applicant's obligations to remove Applicant's improvements and make restoration;

(iii) All of Applicant's obligations to defend and indemnify District and its officer, trustees and employees, as described in this Agreement; and

(iv) All provisions regarding remedies, and limitations of warranties or representations.

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

IX. REMOVAL OF FACILITIES.

District will reasonably determine what portion of Applicant's improvements, if any, on the TRW Corridor 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.

X. REMEDIES.

(A) Applicant will first submit any claim or dispute to the authorized District representative. If the matter is not resolved satisfactorily, Applicant may submit the dispute or claim in concise written form with any supporting documentation to District'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 District or its officers, trustees or employees be liable for any consequential damages resulting from interruption of Applicant's use of the TRW Corridor.

(B) If improvements are to be removed from the TRW Corridor by Applicant and are not removed timely as described in this Agreement, or items are prohibited under the terms of this Agreement or District policies, District may, after giving Applicant sixty (60) days written notice, remove and dispose of such items from the TRW Corridor, or hire a contractor to do the same, and send Applicant an invoice for the reasonable out of pocket costs of such removal and disposal, to be paid as described in Article II of this Agreement.

XI. INTERPRETATION.

Because the TRW is critical public infrastructure, any ambiguity in this Agreement shall be interpreted in favor of District's full use and enjoyment of the TRW and TRW Corridor, with a minimum of delay, restriction or expense resulting from Applicant's use of the TRW Corridor.

XII. PRESUMPTION.

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

XIII. SUCCESSORS, ASSIGNS.

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

XIV. 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, Section (E) above.

XV. NO WARRANTY.

(A) District 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) District makes no warranty or representation as to the condition of the TRW Corridor or any District improvements, or the fitness or compatibility of any of the same for use as described by Applicant.

XVI. 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 District, Applicant fails to bring Applicant's use of the TRW Corridor into compliance with this Agreement and any applicable Federal, State, and local statutes, rules, regulations, codes, ordinances and other laws, District may, at its sole option, effect such compliance and Applicant shall reimburse District as described in Article II above.

XVII. 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

Glen Earl Taylor, Dorothy C. Taylor, Shellie T. Manning, or current owner
Attn: 3365 E Gregson Ave., Millcreek, Utah 84109

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.

XVIII. 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 TRW Corridor, and cannot be altered except through a written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DISTRICT:

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

_____
Annalee Munsey, General Manager

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

On the ___ day of _____, 2026, personally appeared before me Annalee Munsey, and having been first duly sworn by me acknowledged that she is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, that she was duly authorized by the Board of Trustees of the Metropolitan Water District of Salt Lake & Sandy to execute the above Cooperation Agreement for and on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that she executed the above Cooperation Agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy.

_____
NOTARY PUBLIC

APPLICANT:

_____
Glen Earl Taylor

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

On the ___ day of _____, 2026, personally appeared before me Glen Earl Taylor, the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledge that he executed the same.

_____
NOTARY PUBLIC

APPLICANT:

_____
Dorothy C. Taylor

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

On the ___ day of _____, 2026, personally appeared before me Dorothy C. Taylor the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledge that she executed the same.

_____
NOTARY PUBLIC

APPLICANT:

_____
Shellie T. Manning

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

On the ___ day of _____, 2026, personally appeared before me Shellie T. Manning, the Applicant in the foregoing Cooperation Agreement, and having been duly sworn, acknowledge that she executed the same.

_____
NOTARY PUBLIC

EXHIBIT A
AERIAL IMAGERY

N
TRW Centerline
TRW Easement
3365 E Gregson Ave.
Parcel Boundaries
Gregson Ave
Gregson Ave

EXHIBIT B
DRAWINGS

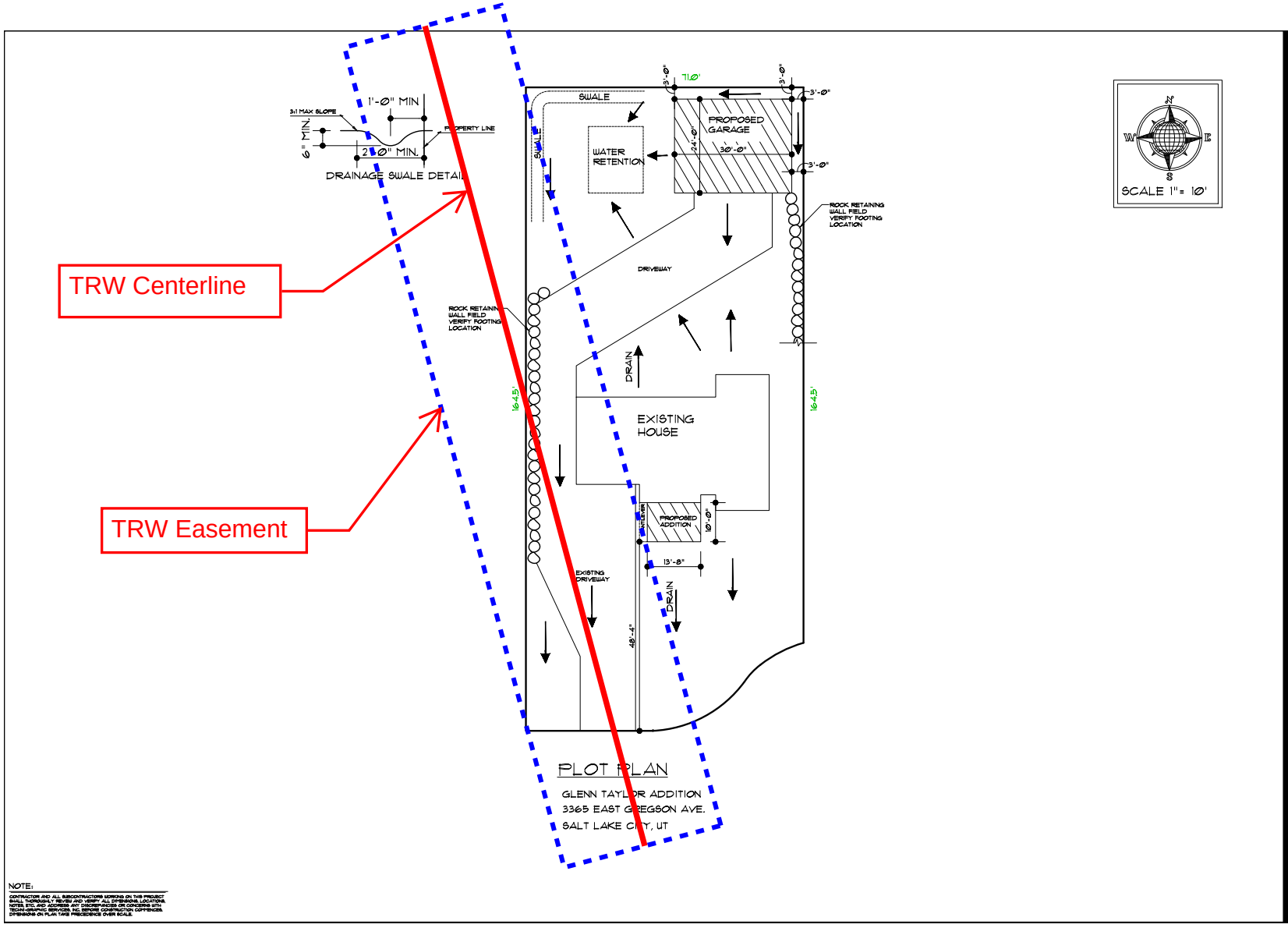

TRW Centerline
TRW Easement
1'-0" MIN
3:1 MAX SLOPE
6" MIN.
20" MIN.
PROPERTY LINE
DRAINAGE SWALE DETAIL
SWALE
WATER RETENTION
PROPOSED GARAGE
30'-0"
24'-0"
71.0'
3'-0"
ROCK RETAINING WALL FIELD VERIFY FOOTING LOCATION
DRIVEWAY
DRAIN
EXISTING HOUSE
PROPOSED ADDITION
10'-0"
13'-8"
EXISTING DRIVEWAY
48'-4"
164.5'
PLOT PLAN
GLENN TAYLOR ADDITION
3365 EAST GREGSON AVE.
SALT LAKE CITY, UT
SCALE 1" = 10'
N
S
E
W
NOTE:
CONTRACTOR AND ALL SUBCONTRACTORS WORKING ON THIS PROJECT SHALL THOROUGHLY REVIEW AND VERIFY ALL DIMENSIONS LOCATIONS, NOTES, ECC. AND ADDRESS ANY DISCREPANCIES OR CONCERNS WITH THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK IN QUESTION. DIMENSIONS ON PLAN TAKE PRECEDENCE OVER SCALE.
GLEN TAYLOR ADDITION
3365 EAST GREGSON AVE.
SALT LAKE CITY, UTAH
TECHNI-GRAPHIC SERVICES INC.
64 E. WINCHESTER St. Ste #215
SALT LAKE CITY, UT
(801) 268-9249
TGSplans@gmail.com
TECHNI GRAPHIC SERVICES
COPYRIGHT © 2024
Technigraphic Services Inc. S.L. Utah
DATE: 8/2024
DRAWN BY: rd
PLAN #
SITE PLAN

EXHIBIT C

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Last Update: August 8, 2023

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

A. MINIMUM LIMITS OF INSURANCE

Except as approved in writing by District 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 the District in writing. At the option of the District, either; the insurer may be required to reduce or eliminate such deductibles or SIRs as respects the District, 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 the District, its trustees, officers, and employees as additional insureds.

The District does not ordinarily approve deductibles in an amount exceeding 2.5% of the required minimum limits described above or $50,000, whichever is less. The District 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 the District, 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. <u>OTHER INSURANCE PROVISIONS</u>

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

1. District, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of any activities conducted on District 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 the District, its trustees, officers, and employees of Worker's Compensation subrogation shall be provided.

D. <u>ACCEPTABILITY OF INSURERS</u>

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 the District.

E. <u>APPLICANT STRICTLY LIABLE FOR COMPLIANCE OF CONTRACTORS</u>

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.

F. <u>PERFORMANCE AND PAYMENT BONDS</u>

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

Consider approval of agreement for Provision of Goods and Services for ultrasonic flow meters

Background:

Metro Water relies on ultrasonic flow meters for accuracy in billing and chemical feed. Several of these flow meters are replaced each year as part of Metro Water's asset management program, with all flow meters being replaced approximately every seven years. For ease of maintenance, including technical support and spare parts, Metro Water desires to standardize on a manufacturer and supplier for the upcoming replacement cycle.

Each flow meter consists of a controller and multiple transducers. Transducers have a longer service life than controllers, and are typically compatible with multiple controllers. This procurement is focused on selecting equipment that has performed well in similar applications and can be supported long term at a reasonable cost.

Metro Water's previous flow meter replacement project began in 2019 and concluded in 2023. The flow meter brand that was installed has since gone through changes in ownership and no longer supports the water industry; spare parts and manufacturer support are no longer readily available.

A Request for Proposals was advertised between January 28 to February 24, 2026. Three proposals were received and considered by a selection committee in accordance with five weighted criteria. All met the minimum requirements of the RFP. A pair-wise comparison based on the weighted criteria in the RFP was used and Rittmeyer received the highest score.

Rittmeyer	41.40%
GWF	35.24%
VanCon	23.36%

The selection committee recommends entering into a professional services agreement with Rittmeyer to provide the ultrasonic flow meters and described services through June 30, 2033. The 7 ½ year contract is appropriate for this procurement to provide consistency through this replacement cycle.

This is an expected capital expense of $60,000 each year over the term of the contract.

Committee Activity:

The Engineering Committee discussed an earlier solicitation for ultrasonic flow meters in January 2026 and recommended approval. That solicitation was reposted to ensure all vendors had equal access to information.

Recommendation:

Staff seeks a positive recommendation to the board to award the Agreement for Provision of Goods and Services to Rittmeyer for ultrasonic flow meters through June 30, 2033.

Attachments:

- Agreement for Provision of Goods and Services

Last Update: March 12, 2026

AGREEMENT FOR PROVISION OF GOODS AND SERVICES

Ultrasonic Flow Meters

This Agreement for Provision of Goods and Professional Services (Agreement) is made and entered into by and between the Metropolitan Water District of Salt Lake & Sandy (Metro Water) and Rittmeyer LLC, a New Mexico corporation (Vendor).

PURPOSES

The expertise of Vendor is required by Metro Water in order to support Metro Water staff. Vendor was selected through a competitive Request for Proposals process in accordance with Utah Code § 63G-6a-701, et. seq. and Metro Water procurement regulations. The Vendor and its principals and employees are qualified by experience and training to provide, and the Vendor has indicated an interest and a willingness to provide, these goods and services for Metro Water. The parties desire to have in place an agreement which describes the terms and conditions under which Vendor will provide the described goods and professional services.

TERMS

In consideration of the mutual benefits described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF GOODS AND SERVICES. At the request of Metro Water and through specific written scopes and fees, Vendor is willing and able to supply, install, and troubleshoot ultrasonic flow meter and related equipment.

2. SALE AND DELIVERY. Goods sold under this Agreement shall be delivered as identified in the applicable Order.

3. SERVICES OF VENDOR. Vendor shall provide services to Metro Water as an independent contractor in accordance with the applicable professional standards of care, and in a reasonably timely, efficient, and professional manner, consistent with this Agreement.

4. RESPONSIBLE STAFF MEMBERS. Responsible principals or staff members of Vendor, and any contractors identified by name in each task, shall be committed to the task. Upon submitting a request for payment for services, Vendor shall provide verification of the names of staff members, their respective rates, and the number of hours worked by each staff member. Responsible principals or staff members, or contractors, who retire, quit, or die shall be replaced by individuals who are equally qualified, each of whom shall be subject to Metro Water's approval under this Agreement. Failure to comply with the requirements of this provision shall be grounds for terminating this Agreement.

5. ORDER. Metro Water may, at its sole discretion, from time to time during the term of this Agreement issue Purchase Orders for goods and Task Orders for services. Verbal statements describing work shall not be binding. If Vendor accepts the Order it will be signed by Vendor and returned to Metro Water. Vendor shall receive payment based on the cost of goods and the hourly rates and expenses of services as described in the Order. If the Vendor has any question or concern regarding the Order, the expected completion date, the expenditure limit, etc. the question or concern shall be addressed on a timely basis with Metro Water. Ordinarily, significant clarification should be in writing. No work on Orders by Vendor shall commence unless and until an Order is provided by Metro Water to Vendor.

6. SCHEDULE OF PAYMENTS. Vendor shall submit reasonably detailed invoices each month for any work performed. Invoices shall refer to Metro Water's project name and number. Metro Water shall remit payment to Vendor within thirty (30) days of receipt of each request for payment that is presented in the proper form.

7. PERIOD OF SERVICE. This Agreement shall be effective upon signing and shall terminate on June 30, 2033.

8. METRO WATER'S RESPONSIBILITIES. Metro Water shall provide Vendor with such information as is available to Metro Water and as may be reasonably requested by the Vendor related to

the work and Vendor shall, to the extent reasonable under the circumstances, be entitled to use and rely upon all such information in performing its services. Metro Water will examine all documents submitted by Vendor to Metro Water and, if requested by Vendor, Metro Water will render decisions relative thereto in a timely manner in order to avoid unreasonable delay in the progress of Vendor's services. Metro Water shall provide Vendor access to Metro Water facilities and premises, and act reasonably to provide necessary access to private property, as may be reasonably requested by Vendor.

9. WARRANTY.

a. Vendor warrants Goods sold under this Agreement are as described in the applicable Task Order and any response or proposal submitted in connection with the applicable Task Order. Vendor shall assign any and all manufacturer warranties for Goods to Metro Water upon delivery to and acceptance of the Goods by Metro Water. If Vendor receives notice of a defect or nonconformance during the warranty period described in the Task Order, Vendor will, at its option, repair or replace the affected Goods, including labor, shipping and handling, training, and any other costs associated with the repair or replacement at no cost to Metro Water.

b. Vendor specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.

c. Vendor warrants all Goods provided under this Agreement are sold to Metro Water with good title free from defects in workmanship or materials, free of liens and encumbrances, and free of claims of patent infringement or intellectual property infringement.

10. SECURITY AND OWNERSHIP OF INFORMATION. Metro Water facilities are critical public infrastructure. Certain information that Metro Water must provide to Vendor for Vendor to perform its work is very security sensitive. The Vendor will strictly comply with Metro Water written security protocols provided by Metro Water to Vendor as these written security protocols may be changed from time to time. Such protocols may include, but are not limited to, restrictions of numbers of copies to be kept in any form by Vendor, the form of the information storage, the security precautions to be followed, restrictions as to who may have access to information, the confidentiality agreement to be signed by individuals before they may be given access, the methods and means by which copies of information will be destroyed upon completion or termination, the methods and means by which destruction will be verified to Metro Water, the steps that will be taken by Vendor in the event of any breach or suspected breach of security or security protocols. Metro Water security protocols and any changes which are provided to Vendor will be immediately complied with by Vendor. If Vendor has concerns or questions regarding such protocols or changes to protocols such concerns will be brought to Metro Water's attention immediately.

Each document and each item of information prepared in the performance of this Agreement, whether in hard copy or electronic form, is the property of Metro Water, including, but not limited to, tracings, drawings, estimates, field notes, investigations, design analyses, studies, computer programs, or other data. Vendor shall sign and affix its professional seal(s) to all final plans, technical specifications, and consulting data prepared in the performance of this Agreement.

11. COMPLETENESS AND ACCURACY. Vendor shall be solely responsible for the completeness and accuracy of all of its final work product, including, but not limited to, plans, supporting data and technical specifications prepared pursuant to this Agreement. Vendor shall be responsible to Metro Water for any error or omission by any of its employees, subcontractors or suppliers. Vendor shall correct all errors or omissions at its own expense. This provision is not intended to prevent Vendor from seeking reimbursement or indemnity from any employee, subcontractor or supplier. Any additional cost or damages incurred by Metro Water as a result of such errors or omissions shall be the responsibility of Vendor. Any additional costs or damages shall be capped at 15% of the total contract cost.

12. RIGHT OF TERMINATION. Metro Water reserves the right, at its discretion, to terminate this Agreement, or to abandon any portion of Project issued hereunder at any time. In the event Metro Water terminates this Agreement or abandons any portion of Project hereunder, Metro Water shall notify Vendor in writing. Immediately upon receipt of such notice, Vendor shall discontinue services as directed by Metro Water and deliver to Metro Water all drawings, technical specifications, hard copy and electronically stored information, computer programs and data, estimates, and any other documents or

items of information, in whatever form or media, developed or gathered by Vendor in the performance of this Agreement, whether entirely or partially completed, together with all materials supplied by Metro Water. Vendor shall document its services through the termination date, and submit such documentation to Metro Water for its evaluation. Vendor shall receive compensation for services performed up through the date of termination or abandonment.

13. INDEMNIFICATION AND INSURANCE. In no event will any fault of Vendor or Vendor's employees or contractors be reapportioned to Metro Water, its officers, Trustees or employees. Vendor will indemnify and hold Metro Water and its officers, Trustees and employees harmless from any such reapportionment of fault.

To the extent that Metro Water is not otherwise indemnified by a policy of insurance, Vendor will indemnify Metro Water from any claim of third parties to the extent caused by Vendor's breach of this Agreement or by the negligence or other fault of Vendor, or that of any of Vendor's employees or subcontractors. Any invalidity of any portion of this indemnification duty will not defeat any remaining portion of this described indemnification duty. This indemnity shall be interpreted to provide Metro Water and its Trustees and employees with indemnity to the greatest extent allowed by law.

Vendor, at its own cost and expense, shall secure and maintain policies of insurance in accordance with Exhibit A.

14. LIABILITY AND REMEDIES. In the event any Goods sold under this Agreement do not function as warranted and are not repaired or replaced within 56 business days after notice to Vendor, Vendor will reimburse Metro Water for reasonable costs of Metro Water's costs of replacing the Good, including labor for removal and reinstallation. Except as described in the preceding sentence, Vendor disclaims liability for consequential damages. Further, any such reimbursements shall be capped at 15% of the total contract cost.

15. INSPECTION OF VENDOR'S RECORDS. Vendor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all costs incurred by Vendor and billed to Metro Water. Vendor shall maintain records necessary to confirm compliance with Metro Water security protocols. Such records shall be available to Metro Water during Vendor's normal business hours for a period of one year following the date of final payment under this Agreement.

16. WAIVER OF CLAIMS. Prior to acceptance of final payment, Vendor shall submit in writing to Metro Water any known claim that Vendor or any of Vendor's employees or contractors may have against Metro Water or any of its employees. The acceptance of final payment by Vendor will constitute a waiver of any such claim other than those claims previously made in writing and submitted to Metro Water. Vendor shall hold Metro Water harmless from any claims, including costs and attorneys' fees, by any of Vendor's employees or contractors which are not made in writing prior to acceptance of final payment. The tendering of final payment by Metro Water will not constitute a waiver of any claim Metro Water might have against Vendor, whether known or unknown at the time such payment is made.

17. SUCCESSORS AND ASSIGNS. The services to be provided by Vendor under this Agreement shall not be subcontracted or assigned without the prior written consent of Metro Water. This Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

18. NOTICES AND APPROPRIATE LINES OF COMMUNICATION. Except to the extent necessary to respond to emergencies, communications regarding material matters relating to this Agreement shall be deemed given when mailed or delivered to:

If to Metro Water To:	If to Vendor To:
Metropolitan Water District of Salt Lake & Sandy	Rittmeyer LLC
Attn: General Manager	Attn: Rob Davis
3430 East Danish Road	22 Centro Algodones
Cottonwood Heights, Utah 84093	Algodones, NM 87001

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.

19. GOVERNING LAW AND JURISDICTION. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement, whether brought by Metro Water or Vendor, shall be with the District Court of Salt Lake County, State of Utah.

20. SPECIAL PROVISIONS. Vendor shall comply with all applicable federal, state and local laws and ordinances, and shall not discriminate against any person on the basis of race, color or national origin in the performance of this Agreement. Any terms which Metro Water, as a governmental entity is mandated by applicable statute or regulation to include in this Agreement, including any terms which are mandated by applicable provisions of the Utah Procurement Code, shall be considered a part of this Agreement.

21. PARTIAL INVALIDITY. If any portion of this Agreement is determined to be invalid, the remaining portions of this Agreement shall remain valid and enforceable.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and cannot be altered except through a written instrument signed by the parties.

23. NO THIRD-PARTY BENEFITS INTENDED. This Agreement is not intended to create rights in any person or entity who is not a party to this Agreement.

24. REPRESENTATION OF AUTHORITY. Those persons signing as representatives of the parties warrant and represent they have been duly authorized to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the ___ day of March, 2026.

METRO WATER:	VENDOR:
Metropolitan Water District of Salt Lake & Sandy	Rittmeyer LLC
By: _____	By: _____
Annalee Munsey General Manager	Steve Hendren General Manager

Exhibit A

INSURANCE AND BOND REQUIREMENTS FOR PARTIES ENTERING INTO AGREEMENTS WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Last Update: August 8, 2023

Vendor 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, Vendor and all of Vendor'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. **PROFESSIONAL LIABILITY:**
   - i. $2,000,000 Per Claim
   - ii. $3,000,000 Aggregate

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, its trustees, officers, and employees as additional insureds; or the Vendor 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, 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 Vendor shall

pay for costs related to losses, investigations, claim distribution, and defense expenses of Metro Water, 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, its trustees, officers, and employees are to be covered as additional insureds as respects: claims arising out of the work of the Vendor, including products completed. The coverage shall contain no special limitations on the scope of protection afforded to Metro Water, 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, 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

Vendor and all of Vendor'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. Vendor shall provide an insurance certificate and an endorsement evidencing compliance with this provision at least annually. From time-to-time Metro Water may increase the requirement for a liability limit by providing reasonable written notice to Vendor of such a change.

Consider approval of Change Order No. C14 for Cottonwoods Connection

Background:

Construction for the SLAR portion of the Cottonwoods Connection project was awarded to Whitaker Construction on February 26, 2024.

Change Order No. C14 includes Work Change Directive C36. This change order will be fully reimbursed by Cottonwood Heights City.

WCD C36: Fort Union Boulevard surface restoration. The increase is $748,685.46.

Root cause for change: Cottonwood Heights City and Metro Water entered into a Cost Reimbursement Agreement in 2025, whereby the city can request Metro Water to have the Cottonwoods Connections contractors perform work on behalf of the city at the city's expense. Under this agreement, COP Construction completed a resurface of Fort Union Boulevard from Wasatch Boulevard to the east side of Nutree Drive in fall 2025. That work was invoiced to and has been reimbursed by the city. Whitaker Construction will also be repaving a portion of Fort Union Boulevard at Nutree Drive. The city now requests additional repaving work west to 3000 East.

Budget for reimbursable work on the Cottonwoods Connection project is allocated in the Operations & Maintenance budget (5919-20). The fiscal year 2026 budget is $9,356,897. The current spending projection finishes fiscal year 2026 at $9,486,724 without Change Order C14. Completion of this work is anticipated in fiscal year 2026, and may generate a need for an increase to this budget line item in May or June 2026.

This change order will modify the construction contract as follows:

	Original Project Construction Budget (2/26/24)	Project Construction Budget Amended to Change Order C13 (1/26/26)	Updated Project Construction Budget Including Change Order C14
Whitaker Contract	$57,269,309.09	$58,632,979.10	$59,381,664.56
Metro Water Portion	$43,445,682.76	$44,276,913.91	$44,276,913.91
Salt Lake City Portion	$13,823,626.33	$14,356,065.19	$14,356,065.19
Cottonwood Heights City Portion	$0.00	$0.00	$748,685.46

Committee Activity:

The Engineering Committee discussed Change Order No. C14 on March 3, 2026.

Recommendation:

The Engineering Committee recommends the board to approve Change Order No. C14.

Attachments:

- Change Order No. C14

Last Update: March 12, 2026

CHANGE ORDER

Order No. C14

Date: 02/18/2026

Name of Project: Cottonwoods Connection

District Project Number: SA061

CONTRACTOR: Whitaker Construction

Contract Date: April 4, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. WCD C36 for Ft Union Resurfacing in the amount of $738,185.46

Total Change to CONTRACT PRICE: Increase	$	738,185.46
Original CONTRACT PRICE:	$	57,269,309.09
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	$	58,632,979.10
The new CONTRACT PRICE including this CHANGE ORDER is	$	59,371,164.56

The CONTRACT TIME is unchanged.

The date for substantial completion of the WORK remains unchanged.

The CONTRACTOR agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the CONTRACTOR agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document becomes part of the Contract Documents, and all provisions will apply hereto, upon approval by the OWNER.

Recommended: Jeremy Williams Digitally signed by Jeremy Williams DN: C=US, E=jswilliams@hazenandsawyer.com, O=Hazen and Sawyer, CN=Jeremy Williams Reason: I am approving this document Date: 2026.02.18 09:00:54-07'00'

ENGINEER Date

Recommended: Kelly Stevens C=US, E=stevens@mwdsls.gov, O=Metropolitan Water District of Salt Lake & Sandy, OU=Engineering, CN=Kelly Stevens 2026.02.18 10:02:27-07'00'

Metropolitan Water District of Salt Lake & Sandy Date

By signing below, the District's general manager certifies that the expenditure of this change order amount is properly authorized by the District's board of trustees consistent with the District's budget and financial management policies and the instructions of the board of trustees.

Final Approval:

Accepted: _____

CONTRACTOR Date

Approved: _____

Metropolitan Water District of Salt Lake & Sandy Date
General Manager

Attachments:
WCD C36 Ft Union Resurfacing

Notes:
None.

Consider approval of Change Order No. C17 for Cottonwoods Connection

Background:

The Administration Campus Improvements Project was initially conceived to restore landscaping damaged by construction of the Cottonwoods Connection Reach 2 (CC-2) and prepare Metro Water to receive fiber from the Cottonwoods Connection into the server room. The CC-2 has since been cancelled, and work on the server room more defined. The project now includes three parts:

1. Purchase and install a portable building to provide office space and storage for IT staff.
2. Improve electrical availability to the server room, and provide electrical and fiber connections to the portable building.
3. Improve HVAC within the server room.

Because of the overlap with the Cottonwoods Connection project and Whitaker's presence on and around the site, it was determined to engage this work by change order; however, the work is assigned to a different cost center and does not modify the Cottonwoods Connection budget. Construction for the SLAR portion of the Cottonwoods Connection project was awarded to Whitaker Construction on February 26, 2024.

Change Order No. C17 includes Work Change Directive C37.

WCD C37: Administration Campus Improvements – Electrical. The amount is $604,750.00.

Root cause for change: This change directive includes electrical work to resolve power concerns within the Administration Building, and particularly the server room. Power and fiber will also be installed to, and ground prepared for, the portable office.

The Administration Campus Improvements Project budget is $1,100,000. The budget anticipated approximately $700,000 for electrical and HVAC work. Design is ongoing for the HVAC, with award recommendation anticipated at the June 2026 board meeting. Approval of this change order does not require an increase to the fiscal year 2026 allocation, but will necessitate an increase to the overall project budget.

Committee Activity:

The Engineering Committee was made aware of Change Order No. C17 on March 3, 2026; however, cost was not available for the meeting. The information contained in this background memo was shared with the committee by email.

Recommendation:

The Engineering Committee recommended carrying Change Order No. C17 forward to the board for review and approval, pending cost.

Attachments:

- Change Order No. C17

Last Update: March 12, 2026

CHANGE ORDER

Order No. C17

Date: 03/10/2026

Name of Project: Cottonwoods Connection

District Project Number: SA061

CONTRACTOR: Whitaker Construction

Contract Date: April 4, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. WCD C37 for LCWTP Admin Campus Improvements in the amount of $604,750.00

Total Change to CONTRACT PRICE: Increase	$	604,750.00
Original CONTRACT PRICE:	$	57,269,309.09
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	$	59,559,762.69
The new CONTRACT PRICE including this CHANGE ORDER is	$	60,164,512.69

The CONTRACT TIME is unchanged.

The date for substantial completion of the WORK remains unchanged.

The CONTRACTOR agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the CONTRACTOR agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document becomes part of the Contract Documents, and all provisions will apply hereto, upon approval by the OWNER.

Recommended: _____

ENGINEER Date

Recommended: 10 Mar 2026

Metropolitan Water District of Salt Lake & Sandy Date

By signing below, the District's general manager certifies that the expenditure of this change order amount is properly authorized by the District's board of trustees consistent with the District's budget and financial management policies and the instructions of the board of trustees.

Final Approval:

Accepted: _____

CONTRACTOR Date

Approved: _____

Metropolitan Water District of Salt Lake & Sandy Date
General Manager

Attachments:
WCD C37 LCWTP Admin Campus Improvements

Notes:
None.

Change Order No. AB08 for Cottonwoods Connection

Background:

Construction for the CC-1 and CC-2 portions of the Cottonwoods Connection project was awarded to COP Construction on February 26, 2024.

Change Order No. AB08 includes Work Change Directives AB10, AB11, and AB12. Directive AB10 will be reimbursed by Cottonwood Heights City. Directive AB11 will be reimbursed by Salt Lake City.

WCD AB10: Fort Union Boulevard resurfacing overage. The increase is $4,864.61.

Root cause for change: This overage was coordinated in advance by Cottonwood Heights City to address areas of Fort Union Boulevard with insufficient road base. This amount has been reimbursed by Cottonwood Heights City.

WCD AB11: Deduct for unrealized risk. The decrease is $24,078.80.

Root cause for change: WCD AB06 included risk contingency for trench resurfacing and a utility crossing. The risk was mitigated for less cost than anticipated.

WCD AB12: Contract extension. No cost impact.

Root cause for change: The project schedule was extended from October 31, 2025 to February 27, 2026 due to complications from the CC-1 hydrostatic test.

An additional change order was approved on March 2, 2026 to extend contract completion to May 29, 2026. The contractor is waiting on pieces to complete a vault ladder.

Change Order No. AB08 modified the construction contract as follows:

	Original Project Construction Budget (2/26/24)	Project Construction Budget Amended to Change Order AB07 (11/3/25)	Updated Project Construction Budget Including Change Order AB08
COP Contract	$13,059,522.88	$10,572,211.24	$10,552,997.05
Metro Water Portion	$0.00	$0.00	$0.00
Salt Lake City Portion	$13,059,522.88	$14,356,065.19	$10,181,893.09
Cottonwood Heights City Portion	$0.00	$0.00	$371,103.96

Committee Activity:

Change Order AB08 was reported to the Engineering Committee on March 3, 2026.

Recommendation:

This is a reporting item only.

Attachments:

- Change Order No. AB08

Last Update: March 12, 2026

CHANGE ORDER

Order No. AB08

Date: 11/10/2025

Name of Project: Cottonwoods Connection

District Project Number: SA061

CONTRACTOR: COP Construction

Contract Date: April 4, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. WCD AB10 – Ft Union Resurfacing overage in the amount of $4,864.61
2. WCD AB11 – Project Closeout (contingency deducts) in the amount of ($24,078.80)
3. WCD AB12 – Final Completion Extension for no cost

Total Change to CONTRACT PRICE:	$	(19,214.19)
Original CONTRACT PRICE:	$	13,059,522.88
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	$	10,572,211.24
The new CONTRACT PRICE including this CHANGE ORDER is	$	10,552,997.05

The CONTRACT TIME is unchanged.

The CONTRACTOR agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the CONTRACTOR agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document becomes part of the Contract Documents, and all provisions will apply hereto, upon approval by the OWNER.

Recommended: _____ 11/10/2025
ENGINEER — Date

Recommended: _____ 11/12/2025
Salt Lake City Department of Public Utilities — Date

Recommended: Reason: I am approving this document Date: 2025.11.10 07:40:57-07'00' _____ 10 Nov 2025
Metropolitan Water District of Salt Lake & Sandy Project Manager — Date

By signing below, the District's general manager certifies that the expenditure of this change order amount is properly authorized by the District's board of trustees consistent with the District's budget and financial management policies and the instructions of the board of trustees.

Final Approval:

Accepted: _____ 11/18/2025
CONTRACTOR Date

Approved: _____ 11/13/2025
Metropolitan Water District of Salt Lake & Sandy Date
General Manager

Attachments:

WCD AB10 – Ft Union Resurfacing Overage

WCD AB11 – Project Closeout

WCD AB12 – Final Completion Extension

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. 10

Date issued: 11/10/2025 Effective Date: 11/10/2025

Project: Cottonwoods Connection, Schedule A	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: COP Construction		Engineer's Project No.: 70088-001

Contractor is directed to proceed promptly with the following change(s):

Cottonwood Heights City (CHC) requested that COP resurface all of Fort Union Boulevard for the extents affected by construction of CC-1.

As the work was performed, COP coordinated with CHC to modify the scope by removing and replacing shallow asphalt with no road base with a full pavement section, by replacing more concrete drives and approaches but less curb and gutter, stopping on the east side of Nutree to offset some of the overall project overages.

COP provided a proposed change order (PCO) for the overage on October 16, 2025, for $4,864.61. CHC approved the work as it was being performed and reviewed and approved the PCO on November 5, 2025.

Attachments (list documents supporting change):

COP breakdown dated 10/16/2025 (revised), five (5) pages.

Estimated change in Contract Price and Contract Times:

Contract Price	$4,864.61	increase	Contract Time	0	(increase/decrease)
				days	NA

Recommended for Approval by Engineer:	Date 11/10/2025
Recommended for Approval by MWDSLS: Reason: I am approving this document Date: 2025.11.10 07:30:09-07'00'	Date 10 Nov 2025
Authorized for SLCDPU by:	Date 11/10/2025
Authorized for CHC by:	Date 12 Nov 2025
Accepted for Contractor by.	Date 11/18/2025
Authorized for MWDSLS by:	Date 11/18/2025

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. 11

Date issued: 11/10/2025		Effective Date: 11/10/2025
Project: Cottonwoods Connection, Schedule A	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: COP Construction		Engineer's Project No.: 70088-001

Contractor is directed to proceed promptly with the following change(s):

WCD AB06 included several contingency items to address specific risk items for the SS relocation in Ft Union Blvd. Two of those contingency items were not required. This WCD deducts those contingency items for project closeout.

This WCD deducts the contingency for trench resurfacing ($7,757.50) and for one utility crossing ($16,321.30) for a total deduct of ($24,078.80).

Attachments (list documents supporting change):

NA, see WCD AB06.

Estimated change in Contract Price and Contract Times:

Contract Price $24,078.80 decrease Contract Time 0 days (increase/decrease) NA

Recommended for Approval by Engineer:		Date 11/10/2025
Recommended for Approval by MWDSLS:	Reason: I am approving this document Date: 2025.11.10 07:33:34 -07'00'	Date 10 Nov 2025
Authorized for SLCDPU by:		Date 11/10/2025
Accepted for Contractor by:		Date 11/18/2025
Authorized for MWDSLS by:		Date 11/13/2025

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. 12

Date issued: 11/10/2025		Effective Date: 11/10/2025
Project: Cottonwoods Connection, Schedule A	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: COP Construction		Engineer's Project No.: 70088-001

Contractor is directed to proceed promptly with the following change(s):

COP experienced complications with the hydrostatic test of CC-1, some of which were out of their control.

This WCD extends Final Completion for Schedule A by 119 calendar days from October 31, 2025, to February 27, 2026.

Substantial Completion remains unchanged.

Attachments (list documents supporting change):

NA, see WCD AB06.

Estimated change in Contract Price and Contract Times:

Contract Price $0 NA Contract Time 119 days increase

Recommended for Approval by Engineer:		Date 11/10/2025
Recommended for Approval by MWDSLS:	Reason: I am approving this document Date: 2025.11.10 07:56:41-07'00'	Date 10 Nov 2025
Authorized for SLCDPU by:		Date 11/10/2025
Accepted for Contractor by:		Date 11/18/2025
Authorized for MWDSLS by:		Date 11/13/2025

Change Order No. C13 for Cottonwoods Connection

Background:

Construction for the SLAR portion of the Cottonwoods Connection project was awarded to Whitaker Construction on February 26, 2024.

Change Order No. C13 includes Work Change Directives C29, C30, C31, and C32. This change order is paid 110/145 by Metro Water and 35/145 by Salt Lake City.

WCD C29: Extended SLA shutdown window. No cost impact.

Root cause for change: The contract documents permit an SLA shutdown window of seven days. The contractor presented a plan to complete the work within 10 days. The project team determined the plan is reasonable. The contractor worked 24 hours each day for three days to ensure the connection was completed on time. The SLA was returned to service on February 13.

WCD C30: Pipe sales tax adjustment. The decrease is $84,749.00.

Root cause for change: The Cottonwood Heights City sales tax increased from 7.25% to 7.45%, resulting in an increase in cost. However, Whitaker discovered previous calculations had taxed freight, which is not a taxable item. This change includes both the sales tax increase and the deduction from tax previously included on freight, resulting in a net deduction.

WCD C31: Hydrostatic testing reduction. The decrease is $105,595.00.

Root cause for change: The contract documents required localized hydrostatic testing at three locations – one on the SLA relocation and two on the SLAR. Because the SLA will be hydrotested when it is refilled and the SLAR will be hydrotested in whole for substantial completion, the contractor asked to eliminate these intermediate tests. Staff reviewed the contractor's proposal and believes no quality will be sacrificed with this modification.

WCD C32: Blowoff modifications at Station 107+88. The decrease is $25,815.80.

Root cause for change: The project documents tied an SLAR drain into an existing SLA drain. Concerns were identified while investigating the connection with the contractor that suggested keeping the drains separate would provide a better outcome. This deduction is for labor included in that connection; all non-returnable materials will be provided to Metro Water.

Change Order No. C13 modified the construction contract as follows:

	Original Project Construction Budget (2/26/24)	Project Construction Budget Amended to Change Order C12 (10/29/25)	Updated Project Construction Budget Including Change Order C13
Whitaker Contract	$57,269,309.09	$58,849,138.90	$58,632,979.10
Metro Water Portion	$43,445,682.76	$44,440,897.21	$44,276,913.91
Salt Lake City Portion	$13,823,626.33	$14,408,241.69	$14,356,065.19
Cottonwood Heights City Portion	$0.00	$0.00	$0.00

Committee Activity:

Change Order No. C13 was reported to the Engineering Committee on May 3, 2026.

Recommendation:

This is a reporting item only.

Attachments:

- Change Order No. C13

Last Update: March 12, 2026

CHANGE ORDER

Order No. C13

Date: 01/26/2026

Name of Project: Cottonwoods Connection

District Project Number: SA061

CONTRACTOR: Whitaker Construction

Contract Date: April 4, 2024

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. WCD C29 for additional SLA shutdown days in the amount of $0
2. WCD C30 for WSP sales tax adjustment in the amount of ($84,749.00)
3. WCD C31 for hydrostatic testing reduction in the amount of ($105,595.00)
4. WCD C32 for Sta 107+88 blowoff modifications in the amount of ($25,815.80)

Total Change to CONTRACT PRICE: Decrease	$	(216,159.80)
Original CONTRACT PRICE:	$	57,269,309.09
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	$	58,849,138.90
The new CONTRACT PRICE including this CHANGE ORDER is	$	58,632,979.10

The CONTRACT TIME is unchanged.

The date for substantial completion of the WORK remains unchanged.

The CONTRACTOR agrees to furnish all labor and materials and perform all work as necessary to complete the change order items for the price named herein, which includes all supervision and miscellaneous costs. This change order constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this change order the CONTRACTOR agrees that the change order represents an equitable adjustment to the Contract, and further agrees to waive all right to file a claim arising out of or as a result of this change. This document becomes part of the Contract Documents, and all provisions will apply hereto, upon approval by the OWNER.

Recommended: _____ 01/25/2026

ENGINEER Date

Recommended: _____
Salt Lake City Department of Public Utilities — Date

Recommended: Kelly Stevens C=US, E=stevens@mwdsls.gov, O=Metropolitan Water District of Salt Lake & Sandy, OU=Engineering, 2026.01.26 13:17:08-07'00' — 26 Jan 2026
Metropolitan Water District of Salt Lake & Sandy — Date

By signing below, the District's general manager certifies that the expenditure of this change order amount is properly authorized by the District's board of trustees consistent with the District's budget and financial management policies and the instructions of the board of trustees.

Final Approval:

Accepted: _____
CONTRACTOR — Date

Approved: Annalee Munoz — 1/27/2026
Metropolitan Water District of Salt Lake & Sandy — Date
General Manager

Attachments:
WCD C29 SLA Shutdown Extension
WCD C30 WSP Tax Adjustment
WCD C31 Hydrostatic Testing Credit
WCD C32 Sta 107+88 Blowoff Modifications

Notes:
None.

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. C29

Date issued: 11/03/2025 Effective Date: 11/03/2025

Project: Cottonwoods Connection, Schedule C	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: Whitaker Construction		Engineer's Project No.: 70088-005

Contractor is directed to proceed promptly with the following change(s):

Submittal 40 05 24.23 – 15 SLA Work Plan requested extending the SLA shutdown window from 7 days, as specified in Section 01 31 13 Part 1.07 G, to 10 days. The project team determined that this request is acceptable.

This is a no-cost WCD that extends the SLA shutdown duration from seven (7) to ten (10) days.

Attachments (list documents supporting change):

NA

Estimated change in Contract Price and Contract Times:

Contract Price	$0	NA	Contract Time	0	NA
				days	

Recommended for Approval by Engineer:	Date 11/03/2025
Recommended for Approval by MWDSLS: Reason: I am approving this document Date: 2025.11.03 06:55:58 -07'00'	Date 03 Nov 2025
Authorized for SLCDPU by:	Date
Accepted for Contractor by:	Date
Authorized for MWDSLS by:	Date 11/12/2025

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. C30

Date issued: 11/03/2025 Effective Date: 11/03/2025

Project: Cottonwoods Connection, Schedule C	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: Whitaker Construction		Engineer's Project No.: 70088-005

Contractor is directed to proceed promptly with the following change(s):

RFI-077 documented an increase in sales tax for Cottonwood Heights City from 7.25% to 7.45%. While reviewing the impacts of this increase, Whitaker determined that rather than an increase in the sales tax line item, the result would be a credit because freight is not a taxable item. This WCD provides for the local tax increase while also removing tax on freight for welded steel pipe.

Whitaker provided a proposed change order (PCO) on October 30, 2025, for ($84,749.00).

Attachments (list documents supporting change):

Whitaker cost proposal dated 10/30/2025, one (1) page.

Estimated change in Contract Price and Contract Times:

Contract Price	$84,749.00	decrease	Contract Time	0	NA
				days	

Recommended for Approval by Engineer:	Date 11/03/2025
Recommended for Approval by MWDSLS: Reason: I am approving this document Date: 2025.11.03 06:57:03 07'00'	Date 03 Nov 2025
Authorized for SLCDPU by:	Date
Accepted for Contractor by:	Date
Authorized for MWDSLS by: Annalu Munsey	Date 11/12/2025

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. C31

Date issued: 11/12/2025 Effective Date: 11/12/2025

Project: Cottonwoods Connection, Schedule C	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: Whitaker Construction		Engineer's Project No.: 70088-005

Contractor is directed to proceed promptly with the following change(s):

RFI-077 documented a request from Whitaker to forgo localized hydrostatic testing at three locations:

- SLA Relocation in Danish,
- 66-inch welded steel pipeline between STA 107+52 and STA 120+55, and
- 72-in line between STA 43+60 and STA 64+00

The SLAR as a whole will be tested as part of Substantial Completion, and eliminating these intermediate localized tests helps Whitaker improve their overall schedule without reducing quality assurance. This WCD provides a credit for savings realized by Whitaker by eliminating the localized hydrostatic tests at the above locations.

Whitaker provided a proposed change order (PCO) on October 31, 2025, for ($105,595.00).

Attachments (list documents supporting change):

Whitaker cost proposal dated 10/31/2025, one (1) page.

Estimated change in Contract Price and Contract Times:

Contract Price	$105,595.00	decrease	Contract Time	0	NA
				days	

Recommended for Approval by Engineer: Jeremy Williams Digitally signed by Jeremy Williams DN: C=US, E=jswilliams@hazenandsawyer.com, O=Hazen and Sawyer, CN=Jeremy Williams Reason: I am approving this document Date: 2025.11.12 11:51:27-07'00'	Date
Recommended for Approval by MWDSLS: Reason: I am approving this document Date: 2025.11.12 12:01:03-07'00'	Date 12 Nov 2025
Authorized for SLCDPU by:	Date
Accepted for Contractor by:	Date
Authorized for MWDSLS by:	Date 11/18/2025

Hazen Work Change Directive

COTTONWOODS CONNECTION
Safeguarding Your Water
A Metro Water Project

Work Change Directive
No. C32

Date issued: 01/26/2026 Effective Date: 01/26/2026

Project: Cottonwoods Connection, Schedule C	Owner: MWDSLS	Owner's Contract No.: SA061
Contract: General Construction		Date of Contract: April 4, 2024
Contractor: Whitaker Construction		Engineer's Project No.: 70088-005

Contractor is directed to proceed promptly with the following change(s):

DCM-030 documented coordination on the existing SLA blowoff and proposed new SLAR/SLA blowoff at approximately Station 107 (Kingston). Metro decided to keep the SLA blowoff as-is, with a new pumping well for the SLAR only. The SLA blowoff will retain its existing air gap further west.

Whitaker will transfer non-returnable materials to Metro.

Whitaker provided a proposed change order (PCO) on January 07, 2026, for ($25,815.80).

Attachments (list documents supporting change):

Whitaker cost proposal dated 01/07/2026, three (3) pages.

Estimated change in Contract Price and Contract Times:

Contract Price	$25,815.80	decrease	Contract Time	0	NA
				days	

Recommended for Approval by Engineer:	Date 01/26/2026
Recommended for Approval by MWDSLS: Kelly Stevens C=US, E=stevens@mwdsls.gov, O=Metropolitan Water District of Salt Lake & Sandy, OU=Engineering, CN=Kelly Stevens 2026.01.26 13:09:31-07'00'	Date 26 Jan 2026
Authorized for SLCDPU by:	Date
Accepted for Contractor by:	Date
Authorized for MWDSLS by:	Date 1/27/2026

FY2026 Capital Projects Report
January 23 – February 18, 2026

Routine Non-Capacity Improvement Projects

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

Purpose

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

Update

Construction: Schedule A (CC-1 pipeline) is substantially complete. Schedule C (SLAR pipeline) is progressing. Whitaker Construction finished the SLA relocation in Danish Road and is now installing the SLAR from Oak Hills Drive south to the LCWTP. A separate crew is installing the SLA in Kingston Circle, south of the 10MG Reservoir.

Easement Acquisition: Occupancy is in place for all properties. Permanent interest is in place with all but three properties; staff continues to work to finalize these acquisitions.

Strategic Conveyance Plan: A first look at the hydraulic assessment was provided in mid-February, with encouraging results. Design work to connect the SLAR into the LCWTP and SLA is in progress. The first project workshop is on March 12, 2026. Operating the new SLAR as a finished water pipeline realizes several benefits to Metro Water, including resolving hydraulic constraints on the existing SLA, maintaining the 10 MG Reservoir full during all demand scenarios, and allowing operational resiliency for the SLA.

Concrete encasement around the SLA was removed and a diamond blade used to cut into the pipe.

Cut and demolition of the old SLA took nearly two full days of work.

Once cut, a connecting piece was installed in the SLA which was then encased in concrete.

Construction is underway along Danish Road (above) and at Kingston Circle (below).

Budget

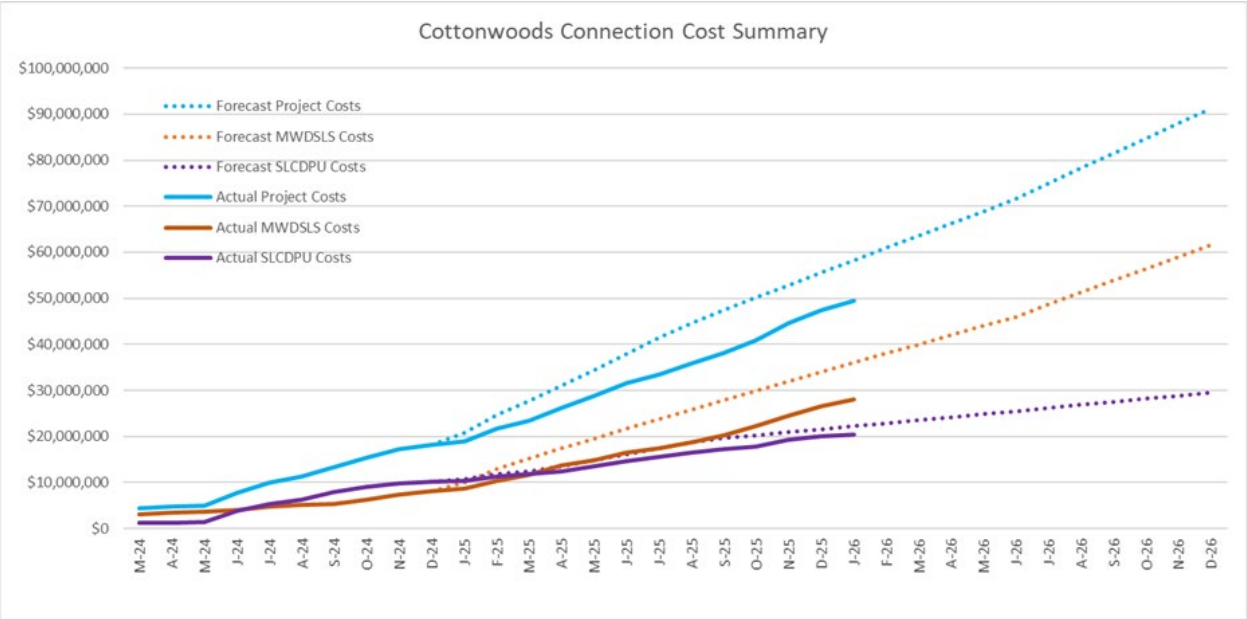
Construction

Summary by Activity (1802C-10)			Spent to Date			
Activity	**Est. Budget**	**Encumbered**	**Total**	**FY 24-**	**FY25**	**FY26**
Design	$ 3,557,850	$ 3,557,850	$ 3,557,850	$ 3,553,870	$ 3,980	$ -
ROW Acquisition	$ 4,205,000	$ 3,820,464	$ 3,622,627	$ 1,279,466	$ 2,108,818	$ 234,343
Construction (A/B)	$ 10,552,997	$ 10,522,997	$ 10,552,997	$ 2,250,217	$ 6,324,986	$ 1,977,794
Construction (C)	$ 57,269,309	$ 58,721,801	$ 25,028,551	$ 483,133	$ 12,431,164	$ 13,572,708
ESDC	$ 3,544,477	$ 3,544,477	$ 2,190,940	$ 120,880	$ 1,437,305	$ 715,483
Public Involvement	$ 500,000	$ 332,249	$ 231,144	$ 21,455	$ 102,849	$ 23,494
Utility Relocation	$ 1,500,000	$ 1,312,945	$ 1,091,746	$ -	$ 883,299	$ 208,447
Miscellaneous		$ 637	$ 637	$ -	$ 637	$ -
Contingency	$ 6,927,480					
Total:	**$ 89,309,604**	**$ 83,292,209**	**$ 45,861,422**	**$ 7,708,021**	**$ 23,293,039**	**$ 17,260,953**
Metro Water:	**$ 58,992,077**	**$ 53,127,673**	**$ 26,016,158**	**$ 3,973,009**	**$ 12,326,334**	**$ 11,537,953**
SLCDPU/CHC:	**$ 30,317,527**	**$ 31,082,071**	**$ 19,474,159**	**$ 3,735,012**	**$ 10,966,704**	**$ 5,723,000**

Note: The estimated budget will fluctuate with approved scope changes. Risk changes are resolved in contingency and included in the respective construction line.

Finished Water Strategic Conveyance Plan (100% paid by Metro Water)

Summary by Activity (1802-10)			Spent to Date			
Activity	**Est. Budget**	**Encumbered**	**Total**	**FY 24-**	**FY25**	**FY26**
Design	$ 1,000,000	$ 965,940	$ 148,882	$ -	$ 124,741	$ 24,142
Construction	$ 8,000,000	$ -	$ -	$ -	$ -	$ -
Total:	**$ 9,000,000**	**$ 965,940**	**$ 148,882**	**$ -**	**$ 124,741**	**$ 24,142**



Change Orders

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

Change	Submitted	Description	Cost		
			Total	SLCDPU	Cottonwood Heights
CO-AB01	5-Sep-24		$ (55,976.00)	$ (55,976.00)	
WCD-AB01		Sewer relocation at 229+00	$ (37,799.00)		
WCD-AB02		Remove fire hydrant at 244+65	$ (18,177.00)		
CO-AB02	5-Sep-24		$ 77,549.00	$ 77,549.00	
WCD-AB03		Change pipe backfill to CLSM	$ 77,549.00		
CO-AB03	4-Apr-24				
WCD-AB04		Warranty changes			
CO-AB04	16-Apr-25		$ 251,114.91	$ 251,114.91	
WCD-AB05		Cancel CC-1 across creek	$ (142,718.06)		
WCD-AB06		Sewer relocation at 211+00	$ 393,832.97		
CO-AB05	4-Apr-25		$ 366,239.35		$ 366,239.35
WCD-AB07		Additional repaving in Ft Union	$ 366,239.35		
CO-AB06	3-Nov-25		$ (3,143,512.42)	$ (3,143,512.42)	
WCD-AB08		Cancel Schedule B (CC-2)	$ (3,143,512.42)		
CO-AB07	3-Nov-25		$ 17,273.52	$ 17,273.52	
WCD-AB09		CARV modifications	$ 17,273.52		
CO-AB08	10-Nov-25		$ (19,214.19)	$ (24,078.80)	$ 4,864.61
WCD-AB10		Ft Union repaving overage	$ 4,864.61		
WCD-AB11		Contingency recapture	$ (24,078.80)		
WCD-AB12		Extend closeout milestones	$ -		
		Total	$ (2,506,525.83)	$ (2,872,765.18)	$ 371,103.96
		Percent of Contract	-19.19%	-22.00%	2.84%

Schedule C (SLAR)

Change	Submitted	Description	Cost		
			Total	Metro Water	SLCDPU
CO-C01	19-Feb-25		$ 84,074.75		$ 84,074.75
WCD-C01		Pothole LCC	$ 47,956.29		
WCD-C03		Additional LCC pothole	$ 36,118.46		
CO-C02	6-Feb-25		$ 148,951.39		$ 148,951.39
WCD-C02		LCC replace valve	$ 148,951.39		
CO-C03	18-Mar-25		$ 116,300.20	$ 88,227.74	$ 28,072.46
WCD-C04		Replace additional block wall	$ 116,300.20		
CO-C04	18-Mar-25		$ 430,218.76	$ 326,372.85	$ 103,845.91
WCD-C07		Time extension / delays	$ 430,218.76		
CO-C05	18-Mar-25		$ 27,335.74	$ 20,737.46	$ 6,598.28
WCD-C05		CARV modifications	$ 24,999.90		
WCD-C06		LCC potholing	$ 2,335.84		
CO-C06	17-Jul-25		$ 196,049.55	$ 148,727.24	$ 47,322.31
WCD-C14		Turnout vault modifications	$ 196,049.55		
CO-C07	28-Jul-25		$ 34,930.08		$ 34,930.08
WCD-C10		LCC access change	$ 34,930.08		
CO-C08	28-Jul-25		$ 113,905.97	$ 86,411.43	$ 27,494.54
WCD-C08		Credit for coatings	$ (61,553.80)		
WCD-C09		Added sewer casings	$ 19,542.42		
WCD-C11		Lumen fiber relocation	$ 20,376.79		
WCD-C12		Lumen fiber standby	$ 48,653.00		
WCD-C13		Additional PI support	$ 67,860.55		
WCD-C15		Storm drain replacement	$ 19,027.01		
CO-C09	24-Sep-25		$ 25,059.62	$ 19,010.75	$ 6,048.87
WCD-C16		SLAR CC-2 vault modifications	$ 3,594.85		
WCD-C17		IO card upgrades	$ 7,027.78		
WCD-C18		Gate valve installation	$ 16,544.04		
WCD-C19		Power line relocation	$ 40,722.42		
WCD-C20		Danish Hills owner-restoration	$ (42,829.47)		
CO-C10	24-Sep-25		$ 303,732.77	$ 230,417.96	$ 73,314.81
WCD-C21		Turnout delays	$ 303,732.77		
CO-C11	29-Oct-25		$ (39,602.03)	$ (30,042.92)	$ (9,559.11)
WCD-C22		Meter setters on Deer Creek	$ 9,478.18		
WCD-C23		Fiber optic vault changes	$ 29,644.64		
WCD-C24		Insurance clause update	$ -		
WCD-C25		Electrical scope change	$ 61,135.15		
WCD-C26		Sewer relocation at 26+81	$ (37,800.00)		
WCD-C27		Sewer relocation at 87+30	$ (102,060.00)		
CO-C12	29-Oct-25		$ 138,873.01	$ 105,351.94	$ 33,521.07
WCD-C28		Sewer relocation at 107+00	$ 138,873.01		
CO-C13					
WCD-C29	3-Nov-25	SLA shutdown extension	$ -	$ -	$ -
WCD-C30	3-Nov-25	Credit for sales tax on pipe	$ (84,749.00)	$ (64,292.34)	$ (20,456.66)
WCD-C31	12-Nov-25	Hydrostatic testing credit	$ (105,595.00)	$ (80,106.55)	$ (25,488.45)
WCD-C32	26-Jan-26	Blow-off coordination	$ (25,815.80)	$ (19,584.40)	$ (6,231.40)
In progress					
WCD-C34	27-Jan-26	Concrete cradle on SLA	$ 13,855.60	$ 10,511.14	$ 3,344.46
WCD-C35	18-Feb-26	Waterline relocation at 38+00	$ 74,966.79	$ 56,871.36	$ 18,095.43
Potential					
DCM-C023		Surface restoration clarification			
DCM-C027		Antenna support			
DCM-C028		Turnout constraints			
n/a		Ft Union Resurfacing			
		Total	$ 1,452,492.40	$ 898,613.65	$ 553,878.75
		Percent of Contract	2.54%	1.57%	0.97%

Salt Lake Aqueduct Replacement Reaches 2 and 3 (SA063)

Purpose

Design of a new pipeline to provide resiliency to the SLA and meet contractual delivery obligations.

Update

The consultant is reviewing data and the team is meeting with stakeholders.

Project Manager:	Kelly Stevens
Design Engineer:	Kimley-Horn
Preliminary Design Completion Date:	December 31, 2026
Budget:	$500,000.00
Contract Amount:	$500,000.00
Change Orders / Percent:	$0.00 / 0.0%
Spent to Date:	$153,720.00
Other Costs:	$0.00
Expenses to Date / Percent Spent:	$153,720.00 / 30.74%

Salt Lake Aqueduct Hardening (SA062)

Purpose

Preliminary design for replacement and/or slip-line of the FW/SLA for seismic stability.

Update

The final workshop was held on February 11. The consultant is incorporating comments into the final report and is finalizing 30% design drawings. System hydraulic work that overlaps with the FW Strategic Conveyance Plan is also in progress.

Project Manager:	Kelly Stevens	
Design Engineer:	Bowen Collins & Assoc.	
Preliminary Design Completion Date:	June 30, 2026	
Fiscal Year	FY25	FY26
Project Budget:	$2,000,000.00	$1,000,000.00
Contract Amount:	$2,000,000.00	
Change Orders / Percent:	$0.00 / 0.0%	$0.00 / 0.0%
Spent to Date:	$1,124,470.40	$524,094.55
Other Costs:	$0.00	$0.00
Expenses to Date / Percent Spent:	$1,648,564.95 / 82.4%	

Little Cottonwood Water Treatment Plant Rebuild

Purpose

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

Update

Workshops were held to fine tune the selection rubric for project prioritization. The team is working through a series of workshops that will conclude in March to evaluate process alternatives and further forecast project priority. Staff is developing an organization chart to take the project into construction and contract documents to bring on a contractor in early 2027. Several team members toured water treatment plants in the Pacific Northwest.

Project Manager:	Gardner Olson
Design Engineer:	Stantec
Conceptual Design Completion Date:	June 30, 2026
Project Budget:	$1,650,000.00
Contract Amount:	$1,485,038.00
Change Orders / Percent:	$0.00 / 0.0%
Spent to Date:	$788,122.36
Other Costs (travel, etc.):	$15,635.75
Expenses to Date / Percent Spent:	$803,758.11 / 54.1%

Little Cottonwood Conduit Replacement and Intake Modifications (LC069)

Purpose

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

Update

Design work is underway with data collection and preparations for a finite element analysis along the alignment. Potholing is in progress to verify existing utilities along the pipeline alignment. Staff are developing procurement documents to bring on a contractor in April.

Project Manager:	Gardner Olson		
Design Engineer:	Bowen Collins & Assoc.		
Preliminary Design Completion Date:	June 30, 2024		
	FY24	FY25	FY26
Budget:	$200,000.00	$230,000.00	$1,100,000.00[1]
Contract Amount (to date):	$200,000.00	$98,874.83	$1,013,950.00
Change Orders / Percent:	$0.00 / 0.0%	$0.00 / 0.0%	$0.00 / 0.0%
Spent (to date):	$139,955.17	$98,594.33	$106,603.75
Other Costs:	$0.00	$0.00	$0.00
Total Expenses to Date / Percent Spent:	$345,153.25 / 22.6%		

[1] A budget increase was approved in December 2025.

Little Cottonwood Water Treatment Plant Administration Campus Improvements (LC071)

Purpose

Prepare to receive fiber from SLAR-CC and improve Administration Building landscaping.

Update

Design drawings for the electrical equipment are under review. Draft HVAC drawings are expected by the end of February. Shop drawings were reviewed and returned to the portable office vendor.

Project Manager:	Ammon Allen	
Fiscal Year	FY25	FY26
Design Engineer / Contractor:	GSBS Architects	Hazen and Sawyer
Completion Date:	June 30, 2025	June 30, 2026
Budget:	$250,000.00	$1,050,000.00
Contract Amount:	$54,960.00	$199,670.00
Change Orders / Percent:	$0.00 / 0.0%	$0.00 / 0.0%
Spent to Date:	$42,392.50	$0.00
Other Costs:	$0.00	$45,839.00
Expenses to Date / Percent Spent:	$88,771.50 / 6.8%	

Fleet Program Replacement

Purpose

Replace a fork lift.

Update

The forklift was received in early July.

Project Manager:	Michael Carter
Project Budget:	$50,000.00
Project Spent to date:	$41,090.00 / 82.2%

Little Dell Dam Improvements

Purpose

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

Update

The controls upgrade project is ongoing. The city also anticipates beginning design work for pipe coatings. We are working with the city to update anticipated expenses for fiscal year 2027.

Project Manager:	Bernard Mo, SLCDPU
Project Budget:	$150,000.00
Project Spent to date:	$148,797.64 / 99.2%

Repair and Replace

LCWTP EQ Basin

Purpose

Check valves, flow meters, roofing, and piping will be replaced/refurbished to extend the life of the LCWTP EQ Basin.

Update

Staff is installing check valves and flow meters, then will assess the pump building roof.

Project Manager:	Andy Reidling
Project Budget:	$150,000.00
Project Spent to date:	$85,488.75 / 57.0%

POMFWP RVSS

Purpose

Replace the soft start for Pump No. 4 at the Point of the Mountain Finished Water Pump Station.

Update

Staff is obtaining costs.

Project Manager:	Scot Collier
Project Budget:	$150,000.00
Project Spent to date:	$0.00 / 0.0%

Replace Fuel Monitoring and Dispensing System

Purpose

The fuel monitoring and dispensing system is no longer supported, drops data, and is in need of replacement.

Update

The new system is in service.

Project Manager:	Mike Carter
Contractor / Vendor:	Westech Fuel Supply
Project Budget:	$150,000.00
Project Spent to date:	$31,491.89 / 21.0%

Replace Cationic Polymer and Thiosulfate System Pumps

Purpose

These pumps will be replaced and improved at the LCWTP.

Update

No progress to date.

Project Manager:	Andy Reidling
Project Budget:	$125,000.00
Project Spent to date:	$0.00 / 0.0%

Ultrasonic Flow Meter Replacement

Purpose

Year one of a multi-year project to replace ultrasonic flow meters throughout the system.

Update

This procurement will be readvertised due to communication issues with the posting on the U3P website.

Project Manager:	Alex Reidling
Project Budget:	$60,000.00
Project Spent to date:	$0.00 / 0.0%

Annual Network Server Replacement

Purpose

Metro Water operates servers on multiple networks. These servers have a life expectancy of seven years. New servers host the most critical services for the first three to five years of the lifecycle and then are moved to a less critical role for the remainder of the life cycle.

Update

No progress to date.

Project Manager:	Darin Klemin
Project Budget:	$70,000.00
Project Spent to date / Percent Spent:	$0.00 / 0.0%

Portable Microbiology Testing System

Purpose

This new piece of lab equipment will enhance detection of E. coli and total coliforms.

Update

The equipment was received and installed.

Project Manager:	Jeff Matheson
Project Budget:	$50,000.00
Project Spent to date:	$41,631.00 / 83.3%

Replace Chemical Transfer Pumps

Purpose

The chemical transfer pumps at the LCWTP are 25 years old and are failing. This line item will replace two pumps.

Update

No progress to date.

Project Manager:	Andy Reidling
Project Budget:	$50,000.00
Project Spent to date:	$0.00 / 0.0%

LCWTP Ozone Control Valve Replacement

Purpose

This is year three of four to replace the LCWTP ozone system control valves. Some of these valves will be replaced and others reconditioned. New valves fall within the capital budget.

Update

The valve was received.

Project Manager:	Alex Reidling
Project Budget:	$16,000.00
Project Spent to date:	$12,701.00 / 79.4%

Miscellaneous

Purpose

This item is set aside for unanticipated capital expenditures.

Update

A UPS system for the LCWTP filter building is on order after the current system failed.

Project Manager:	Ammon Allen
Project Budget:	$100,000.00
Project Spent to date / Percent Spent:	$58,093.78 / 58.1%

Capacity Improvement Projects

Managed Aquifer Recharge Pilot Testing and Phase 1 (LC063)

Purpose

Metro Water constructed two infiltration basins and an injection well at the LCWTP. These facilities will recharge an estimate 29 acre-feet of water into the aquifer per day. The water can then be extracted through any number of customer-owned wells down-gradient and within the same aquifer.

Update

The project received final completion on November 20, 2025. A system training was held in January. Paperwork was submitted to the state to combine and extend the recharge well and infiltration basins pilot test. It is anticipated the system will be run again in spring 2026.

Design				
Project Manager:	Ammon Allen			
Design Engineer:	Hansen, Allen and Luce			
Final Completion Date:	December 31, 2024			
Implementation Plan Spent (FY21):	$78,487.55			
Engineering Design Contract Amount:	$961,937.15			
Fiscal Year:	2023	2024	2025	2026
Spent to date:	$499,029.78	$243,698.30	$106,477.96	$85,705.72
Engineering Design Spent to date:	$930,691.01 / 96.8%			

Wells Construction	
Contractor:	Hydro Resources
Final Completion Date:	June 30, 2024
Contract Amount:	$3,674,441.00
Change Orders / Percent:	-$321,449.97 / -8.75%
Total Spent:	$3,352,991.03 / 100.0%

SIB and Infrastructure Construction			
Contractor:	COP Construction		
Final Completion Date (est.):	July 25, 2025		
Contract Amount:	$5,550,687.00		
Change Orders / Percent:	$51,186.24 / 0.9%		
Fiscal Year	2024	2025	2026
SIB and Infrastructure Spent to date:	$4,012,619.25	$1,521,253.99	$68,000.00
Total Spent to date:	$5,601,873.24 / 100.0%		

Other Project Costs	
Integration (SKM):	$27,318.85
Other Costs:	$4,049.80

Total Project Budget:	$10,821,309.10
Total Project Spent to date:	$10,018,032.06 / 92.6%

Jordan Valley Water Conservancy District (JVWCD)

Jordan Aqueduct System and 150th South Pipeline – Capital Projects

Metro Water is responsible for 2/7 of Jordan Aqueduct (JA) system improvements which include JA Reaches 1 – 4, 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. Projects identified for fiscal year 2026 include:

Rehabilitation or Replacement of Existing Facilities

• JVWTP Replace Filter Media	$	430,857
• Normal Small Capital Improvements	$	276,234
• JA Normal, Extraordinary Maintenance and Replacement	$	223,571
• JVWTP Normal, Extraordinary Maintenance and Replacement	$	389,957
• TR Normal Maintenance and Replacement	$	19,336
• 150th South Pipe Normal Maintenance and Replacement	$	10,000

New Non-Capacity Facilities (Compliance/Functional Upgrade)

• Electrical Generators and Site Modifications Phase 2	$	31,802
• JVWTP Filter and Chemical Feed Upgrades	$	1,259,506
• JVWTP Floc/Sed 1-2 Seismic Upgrade	$	45,116
• New Equipment and Emergency Response Building	$	54,000
• Jordan Aqueduct Seismic Resiliency	$	61,430

JVWTP Project Management Expenses	$	50,000
Total Request FY2026:	$	2,851,809

The following report is taken from JVWCD's February 2026 board packet and covers December 8, 2025 to January 15, 2026.

Whitaker Construction exposed exterior sections of the Jordan Aqueduct for inspection and repair. Internal repair will occur in February.

Fiberglass duct work is installed and the JVWTP Chemical Buildings HVAC system is operational. The contractor is preparing a change order to incorporate building HVAC controls into the existing building management system.

The 1580 West 3860 South Pipeline Maintenance, Equipment, and Parts Storage Facility is approaching 60% design.

Staff is reviewing material submittals for the JA-4 and AA-3 Cathodic System Upgrade project. Work is anticipated to start in March 2026.

The Jordan Aqueduct Seismic Resiliency Study consultant is developing a monitoring plan to identify ground movement.

Initial foundation concrete pours are complete for the Chlorine Building and Caustic Building constructed for the JVWTP Filter and Chemical Feed Upgrades Project. JVWCD staff plan to relocate the plant domestic water supply on February 9. Submittals are in review.

JVWCD decided to design and construct a more limited version of the JVWTP Sedimentation Basins 1-2 Seismic and Capacity Upgrades Project. A modest retrofit to Basins 1 and 2 will replace 1971 equipment and provide upgrades to the overflow weirs for slightly improved efficiency. These modest retrofits will extend equipment life by 15 years.