

Metropolitan Water District of Salt Lake & Sandy
Board Meeting
Last Update: October 12, 2011

Agenda Item: Consider approval of General Services Agreement (GSA) to GeoStrata for materials testing services on the Terminal Reservoir Replacement Project.

Objective: Provide the Board a report on the selection of a materials testing and specialty inspection services engineer for the Terminal Reservoir Replacement Project.

Background: A notice of solicitation requesting statements of interest and qualifications (SOQs) for materials testing services was made in the local newspapers on September 4th, 7th, and 11th and was also posted on the District's web site. On September 20, 2011 the following SOQs had been received and were considered for a GSA:

- GeoStrata
- Stanley Consultants, Inc.
- Summit Engineering Services, Inc. (SES)
- CMT Engineering Laboratories
- Professional Services Incorporated (PSI)
- Project Engineering Consultants (PEC).

On September 27, 2011 a selection committee consisting of Wayne Winsor, Gardner Olson and Mike Wilson met to review the SOQs and select a preferred consultant for the materials testing services for the Terminal Reservoir Replacement Project. The selection committee unanimously agreed that GeoStrata was the preferred consultant based on project familiarity, favorable fee schedule and previous work experience with the District on the Point of the Mountain projects.

Committee Activity: Engineering Committee reviewed the GSA selection summary on October 5, 2011. Engineering Committee recommended presenting staff recommendation to the full Board.

Recommendation: Staff recommends a GSA be awarded to Geostrata for materials testing and specialty inspection services for the Terminal Reservoir Replacement Project. GSA services to terminate by June 30, 2018

Metropolitan Water District of Salt Lake & Sandy
Board Meeting
Last Update: October 12, 2011

Agenda Item: Consider approval of \$298,000 to Bowen, Collins and Associates for FY2012 engineering services during construction (ESDC) (TO 09.03.12).

Objective: To seek authorization for engineering services during construction for the Terminal Reservoir Replacement Project for FY2012.

Background: Bowen, Collins and Associates (BCA) was selected for the preliminary design, final design and construction management services for the Terminal Reservoir Replacement Project. Scope and fee for the construction management services were not part of the original contract.

Staff seeks to retain BCA for construction management services for the Terminal Reservoir Replacement Project under their existing GSA. Staff's plan is to execute task orders (TO) on a fiscal year basis for:

- Full-time Construction Manager,
- Quarter-time Resident Engineer/Project Manager,
- Programming services,
- Project Documentation, and
- Startup & Testing Services

The estimated fee for these services for the entire project is \$2,234,400. Averaging these services over 5 years and prorating the annual cost over the remaining 8 months of fiscal year 2012, staff seek to execute a task order for FY2012 in an amount of \$298,000 ($\$2,234,400/5 * (8/12) = \$298,000$).

Committee Activity: The Engineering Committee met on October 5, 2011 and discussed Task Order 09.03.12 to BCA for \$298,000 for engineering services during construction for the Terminal Reservoir Replacement Project. Engineering Committee recommended presenting staff recommendation to the full Board.

Recommendation: Staff recommends TO 09.03.12 be awarded to BCA for engineering services during construction for the Terminal Reservoir Replacement Project. Task Order to cover services for remainder of FY2012.

Metropolitan Water District of Salt Lake & Sandy
Board Meeting
Last Update: October 12, 2011

Agenda Item: Consider approval of property transaction related to Salt Lake Aqueduct tract 205 in Orem.

Objective: Abandon a portion of tract 205.

Background: In late 2008 the District was approached by Orem City to abandon a 100-foot wide access easement located at approximately 800 East and 1500 North in Orem. The easement in question was acquired in 1939 for construction access to the Olmsted Tunnel outlet. The land underneath the easement now belongs in part to Orem City and in part to Central Utah Water Conservancy District (CUWCD). A road, Cascade Drive, now vaguely follows the access easement and is used by District staff to access the Salt Lake Aqueduct facilities in the area.

In exchange for the abandonment, Orem City will grant to the District a blow-off and access easement along the existing Cascade Drive and will accept maintenance requirements for the road. A second blow-off and access easement located at the north peak of Cascade Drive will also be granted to the District so that the blow-off may be extended to the road (see Exhibit B, Grant of Access and Drainage Easement).

Previously, these documents were four-party agreements between the District, Orem City, CUWCD, and the Bureau of Reclamation. The District has since decided to separate the parties and execute one set of agreements with Orem City and another with CUWCD.

Attached are two documents as they pertain to Orem City:

1. Grant of Access and Drainage Easement
2. Partial Abandonment of Access Easement

This exchange only affects that portion of tract 205 within Orem City property. The remaining portion on CUWCD lands will be resolved with CUWCD at a later date.

Committee Activity: Engineering Committee reviewed the proposed exchange on February 9, 2011. Consideration was taken to the Board on February 28, 2011, wherein it was decided that a finalized, complete set of documents was needed prior to determination.

Recommendation: Staff recommends granting to the General Manager authority to complete the transaction with Orem City utilizing the attached documents.

When recorded mail to:

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

and

City of Orem
Attn: City Recorder
56 North State St.
Orem, UT 84057

City of Orem Agreement No. _____

**PERPETUAL, NON-EXCLUSIVE
ACCESS, PIPELINE AND DRAINAGE EASEMENT
AGREEMENT**

This Agreement is executed this ____ day of _____, 2011, by and between the CITY OF OREM, a Utah municipal corporation and political subdivision of the State of Utah, with its principal offices located in Orem, Utah ("Orem") and METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, a Utah Metropolitan Water District and political subdivision of the State of Utah with its principal offices located in Cottonwood Heights, Utah ("MWDSLS").

In consideration of MWDSLS executing and recording the Notice of Partial Abandonment of Roadway Easement attached as Exhibit A, Orem has agreed to grant the non-exclusive access, pipeline and drainage easements described in this Agreement.

1. Grant of Cascade Drive Easement. Orem, without warranty or representation, hereby grants to MWDSLS and its employees and contractors a perpetual, non-exclusive access easement for the reasonable use of an existing road currently known as Cascade Drive (located at approximately 1550 N. 800 E. in Orem, Utah). Orem will reasonably maintain Cascade Drive in accordance with the same standards of maintenance used by Orem on all of its dedicated local streets, including regular repairs, maintenance, and snow removal. Orem will have no obligation to widen or otherwise "improve" Cascade Drive beyond regular, routine repairs.

Orem further grants MWDSLS a non-exclusive drainage easement down Cascade Drive and 800 East Street in Orem as a drainage route for water line blow-off flushing and/or pipeline drainage from the Salt Lake Aqueduct. MWDSLS agrees to release drainage water down the easement at a rate that will not flood or damage Cascade Drive or other properties. Orem does not accept liability for flooding or other damages caused by MWDSLS's blow off flushing or pipeline drainage and MWDSLS agrees to indemnify and hold Orem harmless from and against any claims, suits or damages related to these activities. MWDSLS shall not be required to indemnify or hold Orem harmless from blow off flushing or pipeline drainage from other pipelines.

2. Grant of Access Easement. Orem, without warranty or representation, hereby grants to MWDSLs and its employees, contractors, and licensees a perpetual, non-exclusive easement for reasonable vehicle and pedestrian access on, over and across the following described property, depicted in Exhibit B attached:

Beginning at the Southernmost corner of Lot 1, Plat "T"; Mountain Oaks Subdivision, as recorded in the office of the Utah County Recorder, said point being 133.52 feet South 01°00'32" East along the Section line and 844.17 feet North 88°59'28" East from the West Quarter Corner of Section 1, Township 6 South, Range 2 East, Salt Lake Meridian, and running thence along the south line of said Lot 1 North 40°43'28" East 78.01 feet to the southwest corner of Lot 1, Plat "Q"; Mountain Oaks Subdivision, as recorded in the office of the Utah County Recorder, thence along the south line of said Lot 1 the following two (2) calls; (1) North 40°44'07" East 100.79 feet; (2) North 55°07'45" East 59.14 feet to the southwest corner of Lot 4, Plat "H", Mountain Oaks Subdivision, as recorded in the office of the Utah County Recorder, thence along the south line of said Lot 4 North 55°07'45" East 114.11 feet to a point on the west right-of-way line of the Metropolitan Water District of Salt Lake and Sandy; thence along said right-of-way line South 34°16'39" East 74.70 feet to the line described as "BLA PART 2" in that certain Boundary Line Agreement recorded as Entry Number 11783:2011; thence along said line South 55°44'49" West 60.77 feet to a point on the north line of a road known as Cascade Drive, said point being a point on a 131.00 foot radius non-tangent curve to the left; thence along the arc of said curve 157.75 feet, chord bears South 75°55'55" West 148.39 feet; thence continuing along said line South 41°25'54" West 147.49 feet; thence North 48°34'06" West 12.15 feet to the point of beginning. Contains 10,697 Square Feet or 0.25 Acre more or less.

3. Blow-off Pipe Easement. Orem, without warranty or representation, hereby grants to MWDSLs, and its employees, contractors, and licensees, a perpetual, non-exclusive easement to design, install, use, maintain, operate, repair, replace and improve a blow-off pipe under the above described property. The blow-off pipe will connect to an outlet box that empties into the curb at Cascade Drive. The design of the blow-off pipe, and written standard operating procedures, will be reasonably approved in writing by Orem before construction of the blow-off pipe. Backfill, compaction and re-vegetation will be performed at no cost to Orem to Orem's reasonable satisfaction.

4. Location of Access and Blow-Off Pipe. MWDSLs and Orem agree to work together to determine the specific size and location of the access to be used by MWDSLs pursuant to paragraph 2 and the location of the pipe constructed by MWDSLs pursuant to paragraph 3 to accomplish the following goals: (1) To provide MWDSLs with a reasonable vehicle and pedestrian access across the property, (2) To provide MWDSLs with a reasonable blow off pipe location and reasonable access and space for constructing, maintaining, repairing and replacing the blow-off pipe, and (3) To allow Orem to develop and/or use the above-described property to the fullest extent possible without interfering with MWDSLs's access rights or MWDSLs's rights to construct, maintain, repair and replace the blow off pipe. Notwithstanding, the blow-off pipe shall not exceed 8-inches in diameter and shall extend no greater than 300 feet across that property described in paragraph 2, unless otherwise agreed upon in writing by both parties.

5. Lawful Agreement. The parties represent that they have lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

6. Utah Law. This Agreement shall be interpreted pursuant to Utah law.

7. Time of Essence. Time shall be of the essence of this Agreement.

8. Attorney's Fees. If any party retains, uses or consults an attorney because of the default, breach or failure to perform of any other party to this Agreement, or to enforce or defend its rights pursuant to this Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

9. Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

10. Binding Agreement. This Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.

11. Integrated Contract. The parties acknowledge and agree that this Agreement, including any referenced attached exhibits, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.

SIGNED AND ENTERED INTO this ____ day of _____, 2011.

CITY OF OREM

ATTEST:

By: _____
Bruce W. Chesnut, City Manager

Donna R. Weaver, City Recorder

STATE OF UTAH :
:ss.
COUNTY OF UTAH :

On the ____ day of _____, 2011, personally appeared before me Bruce W. Chesnut and Donna R. Weaver, who having first been duly sworn acknowledged that they are the City Manager and City Recorder, respectively, of Orem City and they are duly authorized to sign the foregoing easement agreement on behalf of Orem City, and that they signed the same on behalf of Orem City.

NOTARY PUBLIC

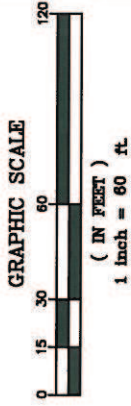
METROPOLITAN WATER DISTRICT OF SALT
LAKE & SANDY

By: Michael L. Wilson, General Manager

STATE OF UTAH :
 :SS.
COUNTY OF SALT LAKE :

On the ____ day of _____, 2011, personally appeared before me Michael L. Wilson, who having first been duly sworn acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, he is duly authorized to sign the foregoing easement agreement on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC



Mountain
Oaks Plat
H

Lot 1
Mountain
Oaks Plat
Q

Mountain
Oaks Plat
T

S34°16'39"E
74.70'

S55°44'19"W
60.77'

N5°07'45"E
114.11'

R=131.00'
L=157.57'

N5°07'45"E
30.14'

N40°44'07"E
100.79'

N40°43'28"E
78.01'

S41°25'54"W
147.49'

N48°34'06"W
12.11'

PROJECT ENGINEERING CONSULTANTS
986 West 8000 South
West Jordan, Utah, 84088
Tel. (801) 495-4240
Fax (801) 495-4244
www.pec.us.com



Metro Water Task 09
Orem Easement
Exhibit
Orem, Utah

Project Number	File Name	Plot Date	Designed By	Drawn By	Checked By	Date Issued	No.	Revisions	By	Date

When recorded mail to:

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

and

City of Orem
Attn: City Recorder
56 North State St.
Orem, UT 84057

NOTICE OF PARTIAL ABANDONMENT OF ACCESS EASEMENT

In consideration of the City of Orem granting by separate instrument certain perpetual easements,

NOTICE IS GIVEN TO ALL PERSONS that the METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY ("MWDSLS") hereby abandons any interest in an access easement held by MWDSLS only to the extent that the easement is on or over the following portion of a parcel in Township 6 South, Range 2 East, Section 1, known as Utah County Parcel 170010036, described as follows:

Commencing at a point which is North 751.79 feet and West 1,246.72 feet from the South ¼ Corner of Section 1, Township 6 South, Range 2 East, Salt Lake Base & Meridian, to the point of beginning; thence South 43°13'35" West 247.42 feet; thence South 36°12'58" West 94.14 feet; thence North 72°25'00" West 396.12 feet; thence North 52°53'00" West 150.05 feet; thence North 52°51'35" West 325.47 feet; thence North 47°47'00" West 574.58 feet; thence North 01°00'18" West 800.01 feet; thence East 63.86 feet; thence North 00° 31' 26" West 146.06 feet; thence on a regular curve to the right having a radius of 15.00 feet and a length of 28.67 feet, chord of said curve bears North 54°13'56" East 24.50 feet; thence South 71°00'42" East 100.92 feet; thence on a regular curve to the left having a radius of 90.00 feet and a length of 68.74 feet, chord of said curve bears North 87°06'29" East 67.08 feet; thence South 71°00'42" East 108.40 feet; thence North 36°49'18" East 380.00 feet; thence North 77°05'14" East 169.55 feet; thence South 84°54'51" East 96.76 feet; thence North 40°43'00" East 178.28 feet; thence North 88°59'38" East 72.58 feet; thence South 41°05'30" East 33.10 feet; thence South 55°44'59" West 103.51 feet; thence South 42°05'34" West 640.48 feet; thence South 22°29'23" West 395.51 feet; thence South 75°37'45" East 309.89 feet; thence South 64°29'57" East 404.54 feet; thence South 41°11'10" East 176.75 feet; thence South 34°29'42" East 165.95 feet; thence South 23°33'15" East 349.94 feet; thence South 10°14'50" East 138.66 feet to the Point of Beginning. Containing 31.922 acres, more or less.

The origin of MWDSLs' interest in the subject easement is as follows:

1. On December 21, 1938 Edward D. Dunn conveyed by "Warranty Deed of Easement" to the United States of America, Department of the Interior, Bureau of Reclamation (USBR), recorded as Entry No. 1703 on March 3, 1941 in the offices of the Utah County Recorder, a 100' wide perpetual easement "to construct, operate and maintain a road or roads."
2. On October 2, 2006 USBR quitclaimed an interest in and to the easement, subject to certain reservations, to MWDSLs, Entry No. 130076:2006 in the offices of the Utah County Recorder. That transfer by USBR was pursuant to the terms of the Provo River Project Transfer Act, 118 Stat. 2212, Pub. Law. 108-382, and the contract authorized by the Provo River Project Transfer Act, Contract No. 04-WC-40-8950.

DATED this ____ day of _____, 2011.

METROPOLITAN WATER DISTRICT
OF SALT LAKE & SANDY

By: _____
Michael L. Wilson, General Manager

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

On the ____ day of _____, 2011, personally appeared before me Michael L. Wilson, who having first been duly sworn acknowledged that he is the General Manager of the Metropolitan Water District of Salt Lake & Sandy, he is duly authorized to sign the foregoing Notice of Partial Abandonment of Easement on behalf of the Metropolitan Water District of Salt Lake & Sandy, and that he signed the same on behalf of the Metropolitan Water District of Salt Lake & Sandy.

NOTARY PUBLIC

Metropolitan Water District of Salt Lake & Sandy CAPITAL PROJECT REPORT

October 2011

Last Updated: September 28, 2011

Routine Non-Capacity Improvement Projects

Owner Controlled Insurance Program

Project Data:

Owner Controlled Insurance:	Liberty Mutual
Date Program Began:	October 2003
Final Obligation Date:	December 30, 2010
Budget (FY12):	\$100,000.00
Invoiced FY12:	\$6,868.11

Diane Richards (GL)

John Michael (WC)

Terminal Reservoir Replacement Project – Final Design

Project Data:

District Project Manager:	Wayne Winsor
Design Engineer:	Bowen, Collins & Associates
Engineering Contract Amount:	\$1,012,404.00
Engineering Change Orders:	\$0.00
Final Completion Date (Design):	August 17, 2011
Engineer's Estimate:	\$32,644,400.00
Contractor:	Alder Construction
Notice to Proceed (Const.):	November 1, 2011 (est.)
Substantial Completion Date:	N/A
Final Completion Date:	June 30, 2018 (est.)
Engineering Services During Construction (to date):	\$0.00
Construction Contract Amount:	\$36,684,000.00
Construction Change Orders:	\$0.00
Estimated Project Cost:	\$41,080,000.00
Project Total:	\$943,612.63
Percent Change Orders:	0.00%

Project awarded to Alder Construction at the September 19th Board Meeting. Notice of Award anticipated for November 1, 2011. Engineering services during construction contract to be discussed at the October 5th Engineering Committee meeting. Award of a General Services Agreement for Materials Testing Services to be considered at the October 5th Engineering Committee meeting. A neighborhood meeting with the affected property homeowners is being scheduled for the week of October 3rd. County planning commission to vote on our conditional use permit on October 12, 2012. A construction permit by the State Department of Environmental Quality, Division of Drinking Water was received on September 15, 2011.

Little Cottonwood Water Treatment Plant – Site Support Heating, Ventilation, and Air Conditioning Ozone Building

Project Data:

District Project Manager:	Gardner Olson
Design Engineer:	Staff, Heath Engineers
Engineering Contract Amount:	\$6,000.00
Engineering Change Orders:	\$0
Final Completion Date (Design):	TBD
Engineer's Estimate:	
Contractor:	TBD
Notice to Proceed:	TBD
Substantial Completion Date:	June 30, 2012
Construction Contract Amount:	\$100,000.00 (est.)
Construction Change Orders:	\$0
Estimated Project Cost:	\$115,000.00
Project Total:	\$106,000.00 (est.)
Percent Change Orders:	0.00%

Staff awaiting receipt of summary report anticipated by September 30, 2011. Design and implementation of improvements to follow.

Little Cottonwood Water Treatment Plant – Site Support Boiler Replacement Study

Project Data:

District Project Manager:	Gardner Olson
Design Engineer:	Staff, Heath Engineers
Engineering Contract Amount:	TBD (est. \$50,000.00)
Engineering Change Orders:	\$0
Final Completion Date (Design):	October 31, 2011
Engineer's Estimate:	NA
Contractor:	TBD
Notice to Proceed:	TBD
Substantial Completion Date:	October 31, 2012
Construction Contract Amount:	\$500,000 (est.)
Construction Change Orders:	\$0
Estimated Project Cost:	\$550,000
Project Total:	\$0.00
Percent Change Orders:	0.00%

A task order is being negotiated with Heath Engineers to perform an analysis of the existing LCWTP boiler system. The study will determine life expectancy of the existing equipment. Should the boilers need to be replaced, the study will determine if the replacement facilities use steam or hot water as the heating source. Study is to be complete by October 31, 2011.

Little Cottonwood Water Treatment Plant – Site Support Drain Separation Project

Project Data:

District Project Manager:	Ammon Allen
Design Engineer:	Staff, BCA
Engineering Contract Amount:	\$9,000
Engineering Change Orders:	\$0
Final Completion Date (Design):	November 30, 2011
Engineer's Estimate:	\$40,000
Contractor:	TBD
Notice to Proceed:	TBD
Substantial Completion Date:	February 28, 2012
Construction Contract Amount:	\$40,000 (est.)
Construction Change Orders:	\$0
Estimated Project Cost:	\$50,000
Project Total:	\$0.00
Percent Change Orders:	0.00%

Ninety percent design is complete and under review by the State Division of Drinking Water. We anticipate receiving a waiver from the State for the project by November 30, 2011. Staff look to receive quotes by December 30th with the anticipation of construction to begin in Early January 2012.

Salt Lake Aqueduct (SLA) Improvements - Blowoffs

Project Data:

District Project Manager:	Gardner Olson
Design Engineer:	Staff
Engineering Contract Amount:	\$0
Engineering Change Orders:	\$0
Final Completion Date (Design):	September 19, 2011
Engineer's Estimate:	\$50,000
Contractor:	TBD
Notice to Proceed:	TBD
Substantial Completion Date:	October 31, 2012
Construction Contract Amount:	\$50,000 (est.)
Construction Change Orders:	\$0
Estimated Project Cost:	\$50,000
Project Total:	\$0.00
Percent Change Orders:	0.00%

Design was completed by staff and quotes were sought from various contractors. Written quotes were received on September 27, 2011 from Wardell Brothers, Whitaker Construction and Lynden Jones. The quotes are being evaluated with the anticipation of a small purchase order being issued the week of October 3rd. Project is to be complete and operational by October 31, 2011.

Little Dell Dam – Capital Improvements

The following Capital Improvements were requested by Salt Lake City Department of Public Utilities for FY2012:

- **New Staff Gauge** - \$50,000
- **Boat Ramp Repair** - \$45,000
- **Ball Valve Assessment/Design** - \$15,000
- **Air Relief Valve Assessment** - \$5,000
- **Steel Outlet Pipe Rehabilitation** - \$5,000

Total Budget FY2012: \$120,000

A dam inspection by the State Engineer is scheduled for September 14. District personnel will be in attendance.

Other Capital Projects

Jordan Aqueduct System and 150th South Pipeline – Capital Projects

The following Capital Improvements were approved by Jordan Aqueduct System management committee for FY2012 for the Jordan Aqueduct System:

- Jordan Valley Water Treatment Plant Chlorine Dioxide Project – Project is on-going and will have a “testing” phase or a “Pre-Compliance Sampling period” around February 2012 to March 2012. Final completion anticipated by March 2012.
- Jordan Aqueduct Chlorine Booster Station – Project is now scheduled to bid around September 2011. Improvements expected to be complete within 11 months of notice to proceed.
- JWTP Replacement of Electrical Generation Equipment -
- JWTP Washwater/Solids Handling Improvements -
- JA-4 Cathodic Protection System -
- Water Supply Department New Equipment Storage and Office Building -
- 8 Million Gallon Finished Water Tank -
- Normal Capital Improvements at Jordan Valley Water Treatment Plant, Jordan Aqueduct, and Jordan Aqueduct Terminal Reservoir. – Nothing to report

Total Request FY2012: \$1,220,402

Provo River Project – Provo Reservoir Canal Enclosure

On September 7th, the Jordan Aqueduct, Reach 4 was once again shut down to repair a broken valve bonnet. The failure was related to work performed by the PRCEP contractor. The SLA was the primary source of water into the Salt Lake Valley during this 24-hour shutdown.

The Provo River Water Users Association (PRWUA) has contracted with Ames construction for the project. As of September 17, 2011 - Northwest pipe has successfully manufactured (rolled, hydro tested, and approved for surface prep) 73,480 feet of 126-inch diameter welded steel pipe (approximately 71.9% of the project total). Polyurethane lining and coating of the previously rolled pipe has begun with approximately 69,760 feet lined and 69,000 feet coated (approximately 68%). Work has begun with installing the large diameter pipe with approximately 59,881 feet installed (58.6%) and 58,336 feet backfilled. Welding of joints has begun with approximately 49,888 ft of joints welded. Contract time elapsed to date (as of May 21, 2010) is 42.4%.

The Contractor continues to work at the Point of the Mountain on the District's Point of the Mountain Aqueduct turnout and the I-15 siphon.

Utah Lake Pump Station Replacement Project

Project Data:

District Project Manager:	Wayne Winsor
Design Engineer:	Bowen, Collins & Associates
Engineering Contract Amount:	\$879,746.00
Engineering Change Orders:	\$125,407.00
Final Completion Date (Design):	December 2012
Engineer's Estimate:	\$7,089,900.00
Contractor:	n/a
Notice to Proceed:	n/a
Substantial Completion Date:	n/a
Construction Contract Amount:	n/a
Construction Change Orders:	n/a
Estimated Project Cost:	\$8,500,000.00
Project Total:	\$1,004,853.00
Percent Change Orders:	14.2%

Engineer continues to proceed toward 90-percent construction documents. Anticipate receipt of 90-percent review documents in November. Permit activity continues and is the focus for the coming month. The June Sucker mitigation approach appears to be an annual participation in the June Sucker Mitigation Program at a cost of \$12,000.

2011 License Program Report

Last updated: September 27, 2011

Aqueduct License Applications

Calendar Year	Applications Received	Under Review ¹	Denied			Legal ²	Closed ³	Agreement Executed	Pending @ Period End ⁴
			GM	EC	BT				
To Sep 27, 2011	49	50	2	1	0	1	10	19	54
Oct 2006 - 2010	135						33	68	34
Totals	184						43	87	

¹ Includes all open applications, less those under appeal or with legal counsel

² Current appeals or with legal counsel, not cumulative.

³ Application denied and/or Applicant did not pursue an appeal and/or existing improvements removed (no agreement executed or needed)

⁴ Pending is the sum of Under Review, GM, EC, and BT Appeals, and Legal

Mailings

	Anticipated 2011 Mailing	Notices Sent	District Contacted	Latest Staff Contact/Meeting	Council Presentation
Salt Lake County					
Draper City	5/23/11	210	0	8/4/09	TBD
Sandy City	5/23/11	535	0	8/10/09	9/8/09
Cottonwood Hghts	5/23/11	128	1	6/28/11	12/29/09
Holladay	5/23/11	60	0	11/3/09	TBD
SLCo.				11/12/09	
Granite Comm.	5/23/11		0	5/25/11	TBD
ACCT				7/12/11	12/10/09
Mt. Olympus	5/23/11	83	1	5/25/11	1/19/10
East Millcreek	5/23/11	95	1	6/27/11	8/4/11
Canyon Rim	5/23/11	27	0	5/25/11	6/21/11
Utah County					
Orem City	5/23/11	35	0	3/22/11	3/22/11
Lindon City	5/23/11	38	0	2/8/11	3/1/11
Pleasant Grove	5/23/11	48	0	5/25/11	2/9/11
Cedar Hills City	5/23/11	85	0	6/20/11	8/16/11
Alpine City	5/23/11	37	0	2/22/11	3/8/11
Highland City	5/23/11	38	1	3/22/11	Not desired
Provo City	5/23/11	2	0	TBD	TBD
Utah County	5/23/11			TBD	TBD
Wasatch County					
Wasatch County	5/23/11	0	0	4/7/10	TBD
Total		1421	4		

Metropolitan Water District of Salt Lake & Sandy CURRENT LICENSE PROGRAM APPLICATIONS

October 2011

Last Updated: September 28, 2011

This report is used to highlight some of the current license program victories and challenges that staff are experiencing.

S-11-1148 Leslye Ingersoll: The Walker blowoff has recently been a point of discussion with District Staff due to its location and history. The blowoff is located in Pleasant Grove and drains approximately 3,600 feet of pipe. It was extended many years ago (by the underlying landowner) into a makeshift earth basin, which was not engineered for the flow. The blowoff easement has been encroached upon and runs underneath two homes.

Ms. Ingersoll lives along the blowoff and would like to construct a garage within the easement. District staff has been working with Pleasant Grove City and Ms. Ingersoll's engineer to find a solution to benefit all parties. We believe the solution is to install a new bubble-up curb inlet to blowoff the pipe into the Pleasant Grove City storm drain system. This solution anticipates the District abandoning the blowoff easement downstream of the modification. Staff anticipate bringing this item to the Engineering Committee and Board as it develops.

Salt Lake Aqueduct Tract 208: The District recently received a record of survey for Tracts 208, 208A, and 209 in Orem. Staff provided homeowners along the corridor with a copy of the survey on and followed up with an inspection on August 23, 2011. Results from the inspection found of the 23 affected homeowners, only two were in compliance with the District's policy. Denial letters were mailed to eight homeowners on September 12. Staff has received two appeals, verbal confirmation for two more, and suspect the remaining four to appeal once contact is made.

S-11-1155 Pleasant Grove City: Pleasant Grove City and the District have a number of opportunities to partner throughout the city limits. The District owns a large amount of property within the city limits, upon which the city currently maintains the Grove Creek drainage. The city is also interested in developing a trail system along the SLA corridor. The city has also indicated their willingness to maintain the current aqueduct road as a fire break with the US Forest Service (USFS) property. The District, USFS, and Pleasant Grove are also partnering in the fencing of the east and west sides of the SLA corridor to prohibit unauthorized access. A maintenance agreement is currently being worked out with the city.

S-10-1130 John Fairchild: Staff met with Mr. Fairchild at the open house held in February 2010 with homeowners from the Alta Vista and Dimple Dell subdivisions in Sandy. A follow up visit recently found Mr. Fairchild very cooperative in the removal of several Aspen trees and a buried trampoline. Mr. Fairchild was agreeable with the process and stated that he knew he was going against his prior agreement with the Bureau, but the Bureau was out of sight and out of mind. A denial letter formally requesting removal of the trees and trampoline was recently mailed. An appeal is not expected.

Completed License Report

Last updated: September 27, 2011

Executed License Agreements

From: July 28, 2011
To: September 27, 2011

Application	Applicant	Description of Improvements
S-10-1141	Comcast	Two 2-in PVC conduits at SR-92 in Highland.
S-10-1094A	Granite Hollow Sub.	Landscaping.
S-11-1145	John Collins	Landscaping.
S-10-1127	Ken Parr	Landscaping, fence, treehouse, water feature, trees.

Current Survey Projects Report

Last updated: September 27, 2011

Task Order	Execution Date	Tract	Consultant	Total	Total Paid to Date	Percent Paid	Percent Progress
09.06.09	8/30/2011	Cascade blowoff	PEC	\$1,850.00	\$1,850.00	100%	100%
09.01.10	8/25/2011	330 - 336	RBB	\$21,880.00	\$0.00	0%	25%
09.01.09	8/8/2011	LCWTP / LCC	RBB	\$12,158.00	\$0.00	0%	40%
09.02.07	8/2/2011	405 - 408	Cornerstone	\$18,760.00	\$13,020.00	69%	80%
09.07.07	7/25/2011	308 - 318	Stanley	\$19,978.00	\$11,115.75	56%	75%
09.06.08	5/10/2011	412 - 416	PEC	\$11,190.00	\$7,915.00	71%	95%

FY2012 Total Spent: \$33,900.75

FY2012 Total Budget: \$150,000.00