

**Appendix D**  
**JVWCD Contract**

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 21-027

**A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT A WATER  
PURCHASE AGREEMENT AND PETITION (“AGREEMENT”) TO THE  
JORDAN VALLEY WATER CONSERVANCY DISTRICT AND TO EXECUTE  
THE AGREEMENT**

Whereas, the City Council of the City of West Jordan desires to continue to provide a safe and reasonable amount of water to its residents and businesses; and

Whereas, the Jordan Valley Water Conservancy District (JVWCD) provides approximately 80% of the culinary water to the City; and

Whereas, the Water Purchase Agreement (“Agreement”), hereby attached as Exhibit A, defines the minimum amount of water the City must purchase, whether it uses the water or not, and defines the maximum amount of water the City is guaranteed at that price; and

Whereas, the City wishes to increase the total minimum amount of water purchased from 16,500 acre-feet to 20,000 acre-feet; and

Whereas, the City Council of the City of West Jordan has determined that the attached Purchase Agreement and Petition with JVWCD is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is authorized to submit the City of West Jordan Water Purchase Agreement and Petition, attached as Exhibit A, and once approved by the Jordan Valley Water Conservancy District, to execute the Purchase Agreement. The Water Purchase Agreement and Petition shall not be binding upon the City of West Jordan until it is fully executed by the parties.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 23rd day of June 2021.


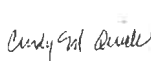
CITY OF WEST JORDAN



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Zach Jacob  
Council Chair

ATTEST:



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Cindy M. Quick, MMC  
Council Office Clerk

*(continued on the next page)*

**VOTING BY THE CITY COUNCIL**

	<b>"YES"</b>	<b>"NO"</b>
Council Chair Zach Jacob	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Vice Chair Kelvin Green	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Chad R. Lamb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Christopher McConnehey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member David Pack	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Kayleen Whitelock	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council Member Melissa Worthen	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**EXHIBIT A**

**“Water Purchase Agreement and Petition”**

## CITY OF WEST JORDAN WATER PURCHASE AGREEMENT AND PETITION

This Agreement is made as of the 23rd day of June, 2021, by and between the Jordan Valley Water Conservancy District, a Utah local district ("District"), and the City of West Jordan, a municipality organized under the laws of the State of Utah ("Purchaser").

### RECITALS:

- A. The District is a water conservancy district organized and existing under the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;
- B. Purchaser is a municipality organized and existing under the laws of the State of Utah, which provides retail water service to its customers/inhabitants within its boundaries and which desires to purchase for them water from the District; and,
- C. The parties enter into this Agreement to provide for the purchase of water by, and for the delivery of water to, Purchaser to meet a portion of the needs of its customers/inhabitants.
- D. In accordance with its Rules and Regulations for Wholesale Water Service, the District has determined that Purchaser has implemented the District's water efficiency standards, and has appropriate ongoing monitoring and enforcement measures, and that Purchaser is therefore eligible to increase its minimum purchase amount.

TERMS:

The parties agree as follows:

1. (a) The District hereby agrees to sell and Purchaser hereby agrees to purchase annually, or in any event pay for annually, the minimum amount of water for the relevant years set forth on attached Exhibit A (the "Minimum Amount").

(b) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of the then-current Minimum Amount, provided that the District first determines additional water is available.

(c) The Minimum Amount purchased by Purchaser shall be delivered by the District in accordance with the terms of this Agreement, and at the points of delivery and within the maximum daily flow rates (contract capacity) set forth on attached Exhibit B.

2. (a) Purchaser's commitment to pay for the Minimum Amount, among other considerations, insures a market for the sale of water by the District, allows the District to amortize the costs of facilities constructed to produce, store, and deliver water to Purchaser and all other customers of the District, and generates revenues for the repayment of indebtedness incurred by the District.

(b) The allotment of the Minimum Amount to Purchaser may serve, at the reasonable discretion of the District and pursuant to its interpretation and application of its policies, rules, and procedures, as they may be amended periodically, to form the basis for the allocation of water among the District's various customers during water shortages. Should water allocation to the District's customers be necessary and should the District's contractual water sale commitments be used in determining that allocation, then Purchaser's ratable allocation may be based on its then-current Minimum Amount.

3. (a) (i) The District has entered into a written agreement with Kennecott Utah Copper Corporation, predecessor to Kennecott Utah Copper LLC ("KUCC"), known as the "Project Agreement Between Kennecott Utah Copper Corporation and Jordan Valley Water Conservancy District, August 31, 2004," as part of a joint proposal to construct a groundwater extraction and treatment project with groundwater remedial functions, which, among other purposes, will provide treated, municipal-quality water to municipalities in specific areas of southwestern Salt Lake County, as defined in the Consent Decree dated August 21, 1995, entered in Civil Action No. 86-C-0902G in the United States District Court for the District of Utah (the "Project Agreement"). The District also entered into another written agreement with KUCC and with the Trustee for Natural Resources for the State of Utah, known as "The Agreement among the Trustee for Natural Resources for the State of Utah, the Jordan Valley Water Conservancy District, and Kennecott Utah Copper Corporation, August 31, 2004" (the "State Agreement"). Under both the Project Agreement and the State Agreement (collectively, the "Contracts"), the parties to the Contracts contemplate that for the forty (40) year Operational Period for the Zone A Plant, beginning on July 26, 2006, KUCC will produce and sell, and the District will have the right to purchase, a total volume of water equal to the Treated Water produced annually from the Zone A Plant that is delivered to the District, up to 3,500 acre-feet per year as determined on a rolling average basis. The District is authorized by the Contracts annually to sell and deliver to Purchaser up to thirty-five percent (35%), not to exceed one thousand two hundred twenty-five (1,225) acre-feet per year, of the water as it is delivered monthly by KUCC to the District. The District also was authorized by the Contracts to sell and deliver to Riverton City a portion of the Treated Water. Riverton City declined to purchase any

Treated Water and, for that reason, the Contracts authorize the District to sell and deliver Riverton City's portion to Purchaser and to others. Accordingly, the District is authorized by the Contracts annually to sell and deliver to Purchaser up to forty-two and 85/100 percent (42.85%), not to exceed one thousand five hundred (1,500) acre-feet per year, of the water as it is delivered monthly by KUCC to the District. Accordingly, pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually a total amount of forty-two and 85/100 percent (42.85%), but not to exceed one thousand five hundred (1,500) acre-feet per year, of the water as it is delivered monthly by KUCC to the District in accordance with the terms and conditions of the Contracts (the "Zone A Water").

(ii) All Zone A Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery set forth on Exhibit B and at flow rates not to exceed 1.48 million gallons per day ("MGD").

(iii) For accounting and payment purposes, and notwithstanding any term of this Agreement to the contrary, Zone A Water available for delivery each month shall be deemed to have been delivered first in that month, ahead of any portion of the Minimum Amount.

(iv) Purchaser shall pay to the District those sums identified on attached Exhibit C for each acre-foot of Zone A Water purchased by, and delivered monthly to, Purchaser, plus the Meter Base Charge. The price for Zone A Water purchased after June 30, 2022, plus the Meter Base Charge, shall be determined annually by the District in



accordance with its interpretation of the Contracts and with applicable provisions of paragraph 7 that address the Meter Base Charge.

(v) Zone A Water is available for purchase: (i) for a term not to exceed the forty (40) year Operational Period, beginning on July 26, 2006; and, (ii) as that water is delivered monthly by KUCC to the District during the forty (40) year Operational Period in accordance with the terms and conditions of the Contracts.

(vi) Purchaser understands, acknowledges, and agrees that the Project Agreement imposes a condition on the sale of Zone A Water to Purchaser, and that as an inducement for, and a condition of, the sale of Zone A Water to Purchaser by the District, Purchaser will not hereafter, and at any time during the forty (40) year Operational Period beginning on July 26, 2006, develop its Water Right No. 59-1572 at any point(s) of diversion closer than two thousand feet (2000') from the Affected Area.

(b) (i) The District is obligated by the Contracts to offer for sale to Purchaser water from the Zone B Facilities or, if the Zone B Facilities are not constructed or, when constructed, do not produce the full amount of water in any year as required by the Contracts, then from other sources available to the District as the District in its discretion shall determine (the "Zone B Water").

(ii) Pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually, or in any event pay for annually, the Zone B Water for the relevant years set forth on Exhibit A.

(iii) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of Purchaser's

allotment of Zone B Water, provided that the District first determines additional water is available.

(iv) All Zone B Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery and within the maximum daily flow rates (contract capacity) set forth on Exhibit B.

(v) Purchaser shall pay to the District those sums identified on attached Exhibit D for each acre-foot of Zone B Water purchased by, and available for delivery to, Purchaser, plus pumping costs and the Meter Base Charge as incurred. After June 30, 2022, the price for each acre-foot of Zone B Water, plus associated pumping costs and the Meter Base Charge, shall be determined annually by the District in accordance with paragraph 7.

(vi) Zone B Water is offered for sale and available for purchase for a term not to exceed forty (40) years commencing on February 1, 2010. At the end of the forty year term, Purchaser, at its election and upon prior written notice to the District, may add all or any portion of its allotment of Zone B Water to its then-existing quantity of Minimum Amount ("Zone B Converted Water"); thereafter, all of the Zone B Converted Water shall be considered as Minimum Amount under the applicable terms of this Agreement and the Zone B Converted Water shall be delivered at such points of delivery and at such flow rates as the Parties mutually may agree.

(c) (i) The District is obligated by the Contracts to offer for sale to Purchaser water from the Lost Use Facilities or, if the Lost Use Facilities are not constructed or, when constructed, do not produce the full amount of water in any year as

required by the Contracts, then from other sources available to the District, as the District in its discretion shall determine (“Lost Use Water”). Lost Use Water shall be in addition to the Zone A Water, to the Zone B Water, and to the annual quantities of water that the District was obligated to deliver under contracts existing as of the date of execution of the Contracts.

(ii) Pursuant to the terms and conditions of the Contracts and of this Agreement, Purchaser hereby agrees to purchase annually, or in any event pay for annually, the Lost Use Water for the relevant years set forth on Exhibit A.

(iii) Purchaser, at its discretion, may purchase annually additional water from the District in an amount not to exceed twenty percent (20%) of Purchaser’s allotment of Lost Use Water, provided that the District first determines additional water is available.

(iv) All Lost Use Water sold and purchased under this paragraph 3, and identified on Exhibit A, shall be delivered by the District in accordance with the terms of this Agreement and at the points of delivery and within the maximum daily flow rates (contract capacity) set forth on Exhibit B.

(v) Purchaser shall pay to the District those sums identified on Exhibit D for each acre-foot of Lost Use Water purchased by, and available for delivery to, Purchaser, plus pumping costs and the Meter Base Charge as incurred. After June 30, 2022, the price for each acre-foot of Lost Use Water, plus associated pumping costs and the Meter Base Charge, shall be determined annually by the District in accordance with paragraph 7.

(vi) Lost Use Water is offered for sale and available for purchase for a term not to exceed forty (40) years commencing on February 1, 2010. At the end of the forty year term, Purchaser, at its election and upon prior written notice to the District, may add all or any portion of its allotment of Lost Use Water to its then-existing quantity of Minimum Amount (“Lost Use Converted Water”); thereafter, all of the Lost Use Converted Water shall be considered as Minimum Amount under the applicable terms of this Agreement and Lost Use Converted Water shall be delivered at such points of delivery and at such flow rates as the Parties mutually may agree.

(d) Treated Water, Zone A Water, water from the Zone A Plant, Zone B Water, water from the Zone B Facilities, Lost Use Water, and water from the Lost Use Facilities, may be commingled by the District with other water within the District’s system, and, for that reason, the District may, at its discretion, deliver to Purchaser, in satisfaction of the District’s obligations under this paragraph 3, any water which meets applicable drinking water standards.

(e) All Zone A Water, Zone B Water, and/or Lost Use Water sold and purchased under this paragraph 3 is subject to the terms and conditions of the Contracts and to applicable terms and conditions of this Agreement, except as otherwise provided.

(f) Purchaser acknowledges and agrees it has received copies of the Contracts.

(g) The following items shall have in this paragraph 3 those definitions given to them in the Contracts: “Affected Area,” “Complete and Operational,” “Lost Use Facilities,” “Lost Use Water,” “Operational Period,” “Treated Water,” “Zone A Plant,” and, “Zone B Facilities.”

4. The District will provide water in accordance with standards for public drinking water set by applicable law, including the Utah Division of Drinking Water and/or the Utah Drinking Water Board of the Department of Environmental Quality, except the District shall not be liable, or in breach of this Agreement, for failure to meet those standards unless that failure is due to the District's willful misconduct or gross negligence.

5. The amount of water delivered to Purchaser depends in large part on water made available to the District and, for that reason, the District is not a guarantor of the delivery of any water to Purchaser against drought, adverse claims, acts of God, the acts or omissions of other water supply entities from whom the District purchases water, or all other matters beyond its reasonable control. The District acquires water from multiple water sources, some of which are under the control of third parties which own and/or operate their own water facilities, and their failure to deliver water to the District shall excuse the District's failure to deliver water to Purchaser.

6. The District's ability to deliver water to Purchaser depends, in part, on the capacity of available facilities, including, for example, reservoirs, pipelines, meters, and pump stations. Due to potential failures of equipment and infrastructure, the need of the District at its discretion to suspend service for construction, maintenance, inspection, and/or repairs, and due to limitations in water source and infrastructure capacities, the District is not a guarantor of delivery capacity to Purchaser. The allotment of contract capacity to Purchaser may serve, at the reasonable discretion of the District and pursuant to its interpretation and application of its policies, rules, and procedures as they may be amended periodically, to form the basis for the allocation of capacity among the District's various customers during capacity shortages. Should allocation of capacity among the

District's customers be necessary, including peak demand periods and times of limited delivery capacity, and should the District's contractual capacity commitments be used in determining that allocation, then Purchaser's ratable allocation may be based on its then-current contract capacity as set forth on Exhibit B.

7. (a) The price(s) for water purchased by Purchaser under paragraphs 1, 3(b), and 3(c), and the cost of providing water service to Purchaser, including pumping charges and the Meter Base Charge, shall be determined annually by the District in accordance with its then-current rate methodology, policies, rules, and procedures. The District may choose periodically to change methodologies and/or to change its interpretation and implementation of any methodology it selects, and/or to adopt, amend, or abandon its policies, rules, and regulations.

(b) As of the execution of this Agreement, the District uses the Base-Extra Capacity Method of the American Water Works Association, as interpreted and implemented by the District, for pricing all water purchased under paragraphs 1, 3(b), and 3(c) of this Agreement.

(c) As of the execution of this Agreement, the District charges a monthly fee (the "Meter Base Charge") for each meter through which water purchased under this Agreement may be delivered to Purchaser. The charge recovers, in part, the District's expenses associated with the meters, including but not limited to meter reading, account billing, service and maintenance, repair, replacement, and other overhead items. The Meter Base Charge is charged monthly for each meter based on its diameter, regardless of the actual volume of water taken through the meter. For each meter identified on Exhibit B, Purchaser shall pay a Meter Base Charge as set periodically by the District pursuant to its

interpretation and application of its policies, rules, and procedures as they may be amended.

(d) As of the execution of this Agreement, the District charges for pumping, if necessary, of water purchased under paragraphs 1, 3(b), and 3(c) of this Agreement. The cost of pumping includes the associated utility expenses.

(e) Based on subparagraphs 7(b) thru 7(d), but subject to change in the future as authorized by subparagraph 7(a), Purchaser shall pay to the District the sum of: (i) the price(s) set forth on Exhibit C and on attached Exhibit D per acre-foot of water sold to Purchaser under paragraphs 1, 3(b), and 3(c) of this Agreement; and, (ii) the Meter Base Charge.

(f) Neither the price per acre-foot of water purchased under paragraphs 1, 3(b), and 3(c) of this Agreement nor the Meter Base Charge shall be increased before July 1, 2022. The District specifically reserves the right thereafter to increase, or otherwise change from time to time, the price per acre-foot of water purchased under paragraphs 1, 3(b), and 3(c) of this Agreement, pumping costs, and the Meter Base Charge as the District, in its sole and reasonable discretion, deems appropriate. The District shall provide written notice to Purchaser of a change in the price per acre-foot of water, pumping costs, and/or the Meter Base Charge.

8. (a) Purchaser hereby represents, warrants, and covenants to the District that:

(i) Purchaser is a "public petitioner" and "public water user" within the meaning of § 17B-2a-1007 of the Water Conservancy District Act (Utah Code Ann. (1953) §§ 17B-2a-1001 et seq. (the "Act");

(ii) Within the meaning of § 1007 of the Act, the governing body of Purchaser has duly authorized and directed its chief executive officer to petition the Board of Trustees of the District for an allotment of water, upon terms prescribed by the Board of Trustees, by delivering this Agreement to the Board; and,

(iii) Purchaser has found and determined that this Agreement constitutes a written petition on behalf of Purchaser to request the District to enter into a water contract within the meaning of § 1007 of the Act; provided, however, that assessments shall be levied only in accordance with the provisions of this paragraph 8 and applicable Utah law.

(b) The governing bodies of the District and of Purchaser have found and determined, and it is hereby acknowledged, that:

(i) This is a petition which is in due and proper form and contains the information necessary for a lawful petition for water in conformance with the requirements of § 1007 of the Act;

(ii) The quantity of water petitioned for, when added to the present supply of water of Purchaser, makes an adequate supply for Purchaser;

(iii) It is in the best interest of the District that this petition be granted;

(iv) Purchaser and its customers/inhabitants will be benefitted thereby to an amount not less than the taxes which may be imposed by virtue of this petition;

(v) Purchaser's name is as set forth in this petition;



(vi) The quantity of water to be purchased or otherwise acquired by Purchaser is as set forth in this petition;

(vii) The water will be used on lands within the boundaries of Purchaser to the extent those lands are within the boundaries of the District (the "Lands");

(viii) The price per acre-foot or other unit of measurement, and the amount of any service, turnout, connection, distribution system charge, or other charges to be paid by Purchaser are as set forth in this petition;

(ix) Payments shall be made as set forth in this petition;

(x) The contract assessment as authorized and allowed by this petition and by the Act shall become a lien on the Lands; and,

(xi) Purchaser agrees to make payments for the beneficial use of such water together with annual maintenance and operating charges, and to be bound by the provisions of the Act and the rules and regulations adopted for the District by the Board of Trustees.

(c) To the extent permitted by law, Purchaser agrees that the District may accept and grant the petition represented hereby at any time after notice and hearing required by § 1007 of the Act, without regard to the amount of time which may have elapsed prior to the hearing or between the hearing and the acceptance and granting of this petition. Purchaser hereby acknowledges that it is contemplated that years may elapse before the hearing or between the hearing and the acceptance and granting of this petition.

(d) If Purchaser fails to pay timely to the District any amount due under this petition, the District, with notice, may proceed to hearing and to act on this petition to levy a contract assessment on the Lands pursuant to this petition and the Act for the unpaid

amounts and for any future amounts. The contract assessment, after recording of the instrument levying the assessment as required by the Act, shall be a perpetual lien on the Lands for all amounts owed as certified by the District pursuant to the Act.

(e) Collection of the levy, and further proceedings in connection with the levy of a contract assessment, shall be conducted as authorized or required by the Act.

9. It is mutually acknowledged that the District has petitions or contracts for water with the Central Utah Water Conservancy District for Central Utah Project water which require the District to pay annually for the water regardless of whether the water is called for, used, or is left unused. It is acknowledged that the District may elect to pay for this Central Utah Project water, in whole or in part, from water sales or from its own property tax levy as authorized by the Act and applicable law. It also is acknowledged that the District may elect to have all or part of any annual payment to the Central Utah Water Conservancy District paid for through the levy of a contract assessment by the Central Utah Water Conservancy District in accordance with the provisions of § 1007 of the Act, and/or in accordance with other provisions of this Agreement.

10. Purchaser shall not, outside the boundaries of the District, use, or deliver for use, or sell, or lease, or otherwise dispose of any water purchased under this Agreement.

11. (a) Amounts due from Purchaser under this Agreement, except as otherwise provided, will be billed monthly, and payments shall be due and payable within thirty (30) days of the date of the statement. A statement not paid by its due date will be considered delinquent. Delinquent amounts shall accrue simple interest of one percent (1%) per month (12% APR) until paid in full.

(b) In the event Purchaser defaults on any payment due under this Agreement, and Purchaser's default remains uncured for a period of thirty (30) days after Purchaser's receipt of written notice of its default, the District, at its sole discretion, shall be entitled to withhold delivery of water and/or terminate this Agreement and/or pursue all other remedies available to the District. No action taken by the District under this paragraph, however, shall relieve Purchaser of its obligation to pay any sum owed to the District.

12. The term of this Agreement shall be perpetual.

13. The parties may amend or terminate this Agreement at any time upon their mutual, written consent. No one other than the parties to this Agreement shall have any rights under this Agreement which would prohibit the parties from amending or terminating this Agreement if the parties mutually agree to do so.

14. (a) Purchaser shall be subject to and comply with the District's water rates, assessments, taxes, fees, policies, rules, and procedures as they may be adopted and/or amended. This Agreement and the parties are subject to the provisions of the Act, as amended.

(b) Beginning with 2022 and for each subsequent year during the term of this Agreement, Purchaser shall provide to the District an annual report of water use within Purchaser's retail service area. The report shall be completed through the District's web portal at <jvwcd.org> by February 15 following the specific calendar year for which the report is made, and include the following information:

i. The monthly volume, in acre-feet, of municipal drinking water from each supply source, in aggregate, entering Purchaser's water delivery system,

including drinking water from wells, other internal sources, other external sources, and the District; and,

ii. The monthly volume, in acre-feet, of secondary water and reuse water delivered for municipal purposes in Purchaser's retail service area. If the water is not metered, Purchaser shall provide an estimate of the monthly volume of secondary water and reuse water delivered, and a description of the method used to estimate such deliveries. Purchaser also shall include in its estimates any metered use (i.e., master metered use or metered end-use) of secondary water and reuse water delivered; and,

iii. The monthly volume, in acre-feet, of municipal drinking water delivered to Purchaser's retail customers, measured at the customer service connection, for each of the following user classes: combined residential use, combined commercial use, combined institutional use, and combined industrial use; and,

iv. Monthly estimates and the annual estimated total volume, in acre-feet, of non-revenue municipal drinking water within Purchaser's retail service area. Purchaser shall use its best efforts to account for, categorize, and provide a description of non-revenue water, including unmetered deliveries of municipal drinking water; and,

v. An estimate of the population served and a calculation of per capita water use. Purchaser shall include secondary water use and reuse water in its per capita water use calculation; and,

vi. A copy of Purchaser's annual water use data report as required by the Utah Department of Natural Resources.

15. Purchaser shall not assign this Agreement or any of its rights under it without the prior written consent of the District. The District may assign this Agreement and/or any of its rights under this Agreement.

16. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall be binding upon and inure to the benefit of the successors or permitted assigns of the parties.

17. This Agreement is not intended to be a third-party beneficiary contract for the benefit of anyone, including the individual customers or constituent members of the District or of Purchaser.

18. (a) This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior undertakings, representations, or agreements of the parties regarding the subject matter in this document.

(b) This Agreement supersedes and replaces the parties' prior Water Purchase Agreement and Petition, dated April 10, 2019, and all amendments, if any.

19. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

20. The District and Purchaser each represent and warrant that it has authority to enter into this Agreement.

21. Notices given by or to the parties shall be in writing and may be served personally or served by depositing them in the United States mail, postage prepaid, certified or registered mail with return receipt requested, addressed to the parties at the


addresses set forth below, or at such other addresses as the parties may designate in writing.

[SIGNATURE PAGE FOLLOWS]

"District":

Jordan Valley Water Conservancy District

Dated: 07-14-2021

By:   
Corey L. Rushton  
Its Chair

Address: 8215 South 1300 West  
West Jordan, UT 84088

ATTEST:

  
Barton A. Forsyth, Clerk

"Purchaser":

City of West Jordan

Dated: \_\_\_\_\_

By:   
Dirk Burton  
Its Mayor

Address: 8000 S Redwood Road  
West Jordan, UT 84088

ATTEST:

   
Tangee Sloan, City Recorder

EXHIBIT A

MINIMUM AMOUNT OF WATER

YEAR	MINIMUM AMOUNT (AF)
2021, and each year thereafter	18,500

ZONE A WATER

YEAR	AMOUNT (AF)
2011, and each year thereafter through July 25, 2046	1,500
After July 25, 2046	0

ZONE B WATER

YEAR	AMOUNT (AF)
2011, and each year thereafter through February 1, 2050	0
After February 1, 2050	0

LOST USE WATER

YEAR	AMOUNT (AF)
2011, and each year thereafter through February 1, 2050	0
After February 1, 2050	0



**EXHIBIT B**

**POINTS OF DELIVERY, CAPACITY, AND FLOW RATES**

	METER INFORMATION	CONTRACT CAPACITY
ADDRESS	DIAMETER (INCHES)	MAXIMUM DAILY FLOW RATES (GPM) <sup>(a)</sup>
<b>NON-PUMPED ZONE A:</b>		
3600 West 7800 South	30"	11,285
3600 West 7000 South	12"	1,603
3600 West 9000 South	10"	1,973
6400 South 1700 West	10"	1,480
6400 South 1700 West	6"	0
<b>PUMPED ZONE B SOUTH:</b>		
5600 West 10200 South	12"	1,850
<b>PUMPED ZONE B NORTH:</b>		
3655 West 6200 South	8"	308
3200 West 7100 South	12"	123
3200 West 7800 South	12"	1,233
3200 West 8867 South	12"	1,480
<b>PUMPED ZONE C SOUTH:</b>		
6100 West 10200 South	14"	2,715
<b>PUMPED ZONE D SOUTH:</b>		
6950 South 10200 South	12"	1,480
8400 West New Bingham Highway	24"	735
<b>TOTAL:</b>		<b>26,265</b>
<b>Notes:</b>		
(a) Maximum average flow rate over twenty-four (24) hours (GPM) allocated in association with the Minimum Amount, the Zone B Water, and the Lost Use Water.		
In addition to the contract capacity indicated in this table, Purchaser has contracted for its allocation of Zone A Water which will be delivered at flow rates not to exceed 1,032 GPM. Purchaser may take Zone A Water at any one or at any combination of the points of delivery within pumped Zones C and D defined in this table.		

EXHIBIT C

ZONE A WATER RATE EFFECTIVE JULY 1, 2021 – JUNE 30, 2022

RATE/ACRE-FOOT
\$498.86

EXHIBIT D

WATER RATES EFFECTIVE JULY 1, 2021 – JUNE 30, 2022

PRESSURE ZONE	RATE (\$/AF)
NON-PUMPED ZONE A	\$517.68
PUMPED ZONE B NORTH	\$540.30
PUMPED ZONE B SOUTH	\$559.66
PUMPED ZONE C SOUTH	\$578.11
PUMPED ZONE D SOUTH	\$623.44

# Resolution No. 21-027 JWV Purchase Agreement and Petition


Final Audit Report


2021-06-25


Created:	2021-06-24
By:	Cindy Quick (Cindy.quick@westjordan.utah.gov)
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## "Resolution No. 21-027 JWV Purchase Agreement and Petition" History

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