

**BLUFFDALE CITY UTAH
RESOLUTION NO. 2008-33**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WATER PRO FOR THE PURPOSE OF PROVIDING SECONDARY WATER TO THE SERVICE AREA EAST OF THE RAILROAD TRACKS WITHIN BLUFFDALE CITY LIMITS

WHEREAS, Bluffdale City needs a secondary water source for the east area of the City; and

WHEREAS, Water Pro has been providing secondary water to that area and is willing to wholesale water to Bluffdale City; and

WHEREAS, the approved subdivision, Independence of Bluffdale, is required to have a secondary water source to meet City ordinances;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. The City Manager is authorized to sign the necessary agreements between Bluffdale City and Water Pro to provide the City with secondary water.

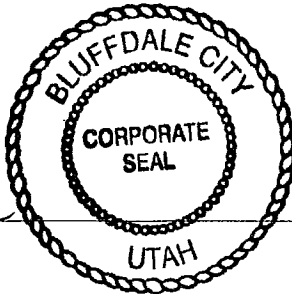
Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED ADOPTED AND APPROVED the 26 day of August, 2008.

ATTEST:

Teddie Bell
Teddie Bell, City Recorder



By: Claudia Anderson
Claudia Anderson, Mayor

Voting by the City Council:	Aye	Nay
Council Member Flanigan	<u> x </u>	_____
Council Member Kartchner	<u> x </u>	_____
Council Member Lord	<u>Absent</u>	_____
Council Member Maxwell	<u>Absent</u>	_____
Council Member Chisholm	<u> x </u>	_____

	✓	Initials	Date
Connect Date			
Rate			
Manual Bill			
Notes			

APPLICATION FOR PRESSURIZED IRRIGATION SERVICE
FROM DRAPER IRRIGATION COMPANY

Stockholder Name Bluffdale City / WaterPro / HOA Account No _____

Lot n/a Subdivision n/a _____.

Application is hereby made by the undersigned (the "Applicant") to the Draper Irrigation Company (the "Company") for pressure irrigation water service at: _____
 _____ (See Attached Map for Area to be Served) _____.

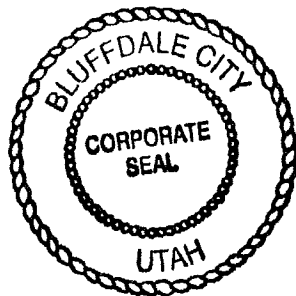
As consideration for Pressure Irrigation service from the Company, the Applicant agrees:

- To pay the following charges in full prior to the time the connection is made:
 Connection Fee _____
 Amount of acreage _____
 Class "A" shares required _____
 Class "A" shares owned _____
 Other Charges _____
 TOTAL \$ _____ /monthly from April 1 to October 31
- To obtain and pay for all permits or other approvals required by any applicable governmental agency prior to installation of the metered connection and distribution lines.
- To obtain from the Company approval of the location and elevation of the metered connection prior to making the connection. The Applicant is also responsible for purchasing the meter and for all costs of making the physical connection. The meter must meet Company specifications and upon final inspection and acceptance by the Company, shall be dedicated to, and thereafter maintained by, the Company.
- To be solely responsible in all respects for the delivery system beyond the meter. The Company hereby grants the Applicant a license to locate one water main in the Company's canal corridor to convey water from the meter to the Applicant's service area, conditioned upon maintaining this Agreement in good standing and upon agreeing to indemnify, defend, and hold the Company harmless from any liability arising out the Applicant's use of said canal corridor.
- That if, after the connection is installed, the Applicant finds it necessary to change the location or elevation of the connection or the meter, the Applicant shall obtain prior Company approval and shall bear all costs associated with changing the location or elevation of the connection.


6. To pay, by the due dates set forth in the Company's water billing statements, all water and service charges at the rates set and adjusted from time to time by the Company. The Applicant acknowledges that the rate that will be charged under this Application is the Company's standard metered rate.
7. To pay an interest charge as defined in the Policy and Procedure Manual, Schedule A Fee Schedule, per month on any water or service charge not paid by the due date.
8. That if the Applicant becomes delinquent for more than 45 days in payment of charges for water service, the Company shall have the right to discontinue all services until the delinquent amounts, interest charges, and a reasonable collection charge have all been paid to the Company. The Applicant further agrees that it must notify the Company of any protests concerning a bill within 30 days of postmark date on the bill, or the protest is waived.
9. That the Applicant is solely responsible for constructing, operating, maintaining, and managing its delivery system and for all matters pertaining to its own customers, except as expressly set forth in this Application.
10. That the Company is not obligated to provide Pressure Irrigation service under this Application until all of the requirements in the first three numbered paragraphs are met.
11. That the Applicant's right to receive Pressure Irrigation service from the Company at the above-specified point is based on the Applicant's ownership of the required shares of Class A stock, as defined in the Company's Policy and Procedures Manual.
12. That Applicant shall (a) retain at all times during which this Application remains in effect ownership of sufficient shares of Class A stock in the Company to cover the quantity of water being purchased under this Application; (b) promptly make payment on all assessments and charges associated with those shares; and (c) keep all Company shares in good standing with the Company.
13. That the voting rights associated with the Company shares which the Applicant owns now or hereafter acquires are specifically limited to the number of votes that the Applicant has at the time this Application is signed, as shown in Paragraph No. 1 above. The Applicant acknowledges that this restriction is for the purpose of limiting the Applicant's service area under this Application to the just the area shown in the attached Service Area map.
14. That as the Applicant expands service to new areas within its service area, as shown on the attached map, Applicant will be responsible for all such expansion costs and shall maintain compliance with the Company's per-acre stock requirements for both the new and the existing properties being served.
15. That the Company has the right at any time, without notice, to restrict, shut off, or curtail pressure irrigation service in the event of a water scarcity or to allow for the repair or maintain the Company's Pressure Irrigation system.

16. That all parts of the Company's water service facilities from the Company's main line to the meter, including the meter, are the property of the Company.
17. That the water provided to Applicant under this Application is untreated water and is not safe to drink or to introduce into any culinary water system. It is the Applicant's responsibility to have an appropriate back-flow prevention program in place and enforced and the Applicant hereby agrees to indemnify, defend, and hold the Company harmless from any claims arising out of the use of water for any purposes other than for irrigation and for any claims relating to the possible contamination of culinary water supplies.
18. That the Applicant will acquire and maintain a sufficient number of shares of Company stock to fully service the acreage being served within the area shown on the attached map based on the same quantity of water per share that is applicable to all other Company shareholders. If the Applicant desires to serve any additional areas, those areas must be master-planned and the expansion of service must be approved by the Company.
19. That the Company reserves the sole right to grant or reject this Application and its decision whether to provide Pressure Irrigation service to the Applicant will be made on the ability of the Company to serve this connection and its determination of what is in the best interest of the Company and its stockholders.

DATED this 25 day of September, 2008.



Applicant: Bluffdale City

By: 
Mark Reid City Manager
(printed name & title)

Attest:

