

FRT59SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: FRUITVALE WATER AND SANITATION
DISTRICT

SUBJECT/PROJECT: TO SECURE SEWAGE TREATMENT SERVICE
FOR THE AREA WITHIN THE BOUNDARIES OF THE FRUITVALE WATER
AND SANITATION DISTRICT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1959

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 28th day of September, 1959, by and between the CITY OF GRAND JUNCTION, a municipal corporation of the State of Colorado, hereinafter referred to as the "City" and the FRUITVALE WATER & SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as the "District",

W I T N E S S E T H:

WHEREAS, the District desires to construct a sanitary sewer system and to provide sewer services to its residents; and

WHEREAS, the City has heretofore constructed a sewage treatment plant known as the Fifteenth Street Sewer Treatment Plant, which facility is adequate for all requirements of the City as well as being of sufficient capacity to handle the treatment of sewage collected from the District system; and

WHEREAS, because of the proximity of the District to the City, it is the opinion of the City Council of the City and the Board of Directors of the District that the separate construction of a sewage treatment plant by the District would result in the unnecessary duplication of services, and to the end that such duplication be avoided, it is agreed that the City shall contract to treat, and the District shall contract to have treated, the disposal products of the District's system;

NOW, THEREFORE, in consideration of the premises, the covenants herein contained and other good and valuable consideration, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. It is understood and agreed that the primary purpose of this agreement is to secure sewage treatment service for the area within the boundaries of the Fruitvale Water

and Sanitation District situate in the County of Mesa and State of Colorado, and more particularly described as:

Beginning at the Southwest corner of Section 7, T-1-S, R-1-E of the Ute Meridian, thence North along the west line of said Section 7 to an intersection with the south line of the Grand Valley Canal, thence easterly along the south line of the Grand Valley Canal to an intersection with the east line of 29 Road, said road having its centerline coincident with the east line of said Section 7, thence south along said east line of 29 Road to an intersection with the north line of the SW $\frac{1}{4}$ of Section 8, T-1-S, R-1-E of the Ute Meridian, thence east from said last described point along the north line of the SW $\frac{1}{4}$ of said Section 8 and the north line of the SE $\frac{1}{4}$ of said Section 8 to the west line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 8, thence north along the west line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the west line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the west line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 8 to the north line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 8, thence east along said north line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 8 to the east line of said Section 8, thence south along the east line of said Section 8 and the east line of Section 17, T-1-S, R-1-E of the Ute Meridian to an intersection with the north right of way line of the Denver and Rio Grande Western Railroad, thence southwesterly along said north right of way line of the Denver and Rio Grande Western Railroad to an intersection with the west line of Section 18, T-1-S, R-1-E of the Ute Meridian, thence north along the west line of said Section 18 to the southwest corner of Section 7, T-1-S, R-1-E of the Ute Meridian, said point being the point of beginning; excepting W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8, less Grand Valley Canal and rights of way for highways, T-1-S, R-1-E, U.M. and the S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 18, T-1-S, R-1-E, U.M.; and also excepting: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 17, T-1-S, R-1-E, of the Ute Meridian, lying North of the right of way of the Denver & Rio Grande Western Railroad and South of the right of way for U. S. Highway 6-24.

The District agrees that it will not furnish sewer connection facilities for any property lying outside the boundaries of the District; provided, however, that nothing herein contained shall prevent the inclusion of additional area within the District in the manner provided by law; and provided, further, that with the approval of the City, the District may rent its facilities as a carrier to other organized and existing sanitation districts for the purpose of delivery of sewage to city facilities for treatment by the City.

Section 2. The District agrees to deliver all disposal wastes accumulated by the District's sewage collection system at the following specified point on the City's sanitary sewer outfall line, to-wit:

15th Street and U.S. 6-24 (Freeway)

at which point the District's outfall line shall be connected to the City system at the cost of the District. Additional points of hookup from time to time may be designated at points mutually agreed to between the parties hereto as the necessity therefore arises. The City will deal directly with the District which in turn shall assume responsibility that all users comply with the provisions hereof.

Section 3. (a) The District agrees to pay to the City a treatment charge for treatment of the District's sewage delivered through its connecting outfall line or lines. It is agreed that the following schedule of charges is herein established:

- | | |
|-----------------------------|---|
| 1. Single family dwelling | \$1.50 per month |
| 2. Multiple family dwelling | 1.50 per month plus
\$.50 per family unit
per month for each unit
over one |
| 3. Motels | 1.50 per month plus
\$.25 per unit per month
for each unit over one |
| 4. Hotels | 1.50 per month plus
\$.20 per guest unit per
month for each such unit
over one |
| 5. Trailer Courts | 1.50 per month plus
\$.50 per month for each
month-unit over one (a
month-unit shall be the
sum of the daily occu-
pied trailer spaces in
a calendar month divided
by 30, exclusive of one-
night stops not connect-
ing to sewer) |

6. Retail stores; beauty shops; \$1.50 per month
barber shops; real estate,
insurance and professional
offices; equipment and auto-
motive dealers; garages and
filling stations
7. Restaurants and drive-in 2.25 per month
food establishments
8. Laundries, help-yourself 1.50 per month plus
\$.45 per washing machine
per month for each such
machine over three
9. Schools 37½% of charge for
metered water usage com-
puted at applicable rates
within the City of Grand
Junction

(b) To establish treatment charges for industrial, commercial and/or other uses not specifically itemized above, and to recommend adjustments of rates alleged by either party to be inequitable, it is agreed that matters relating to such adjustment of rates and/or charges for uses not otherwise specified herein shall be referred to a joint committee consisting of two members representing the City of Grand Junction and two members representing the Fruitvale Water and Sanitation District (such members being appointed by the Mayor of the City and the President of the District respectively) and a fifth member chosen by the four so selected. The joint committee shall make recommendations to the Council and the Board of Directors, respectively, of the City and the District.

(c) In the event, after January 1, 1962, sewerage treatment charges are increased or decreased to the inhabitants of the City, then the rates set out in subsection (a) hereof, or as hereafter set or adjusted under the procedures of subsection (b) hereof, shall be increased or decreased to the same extent and in the same amounts as they are increased or decreased to comparable users within the City.

However, since this agreement contemplates sewerage treatment only, it is specifically understood that adjusted charges

to the District will be based upon changes in the cost of sewerage treatment only, and cost increases or decreases arising from any other cause and passed on to the inhabitants of the City shall not affect the charges to the District.

To establish whether sewerage treatment costs have in fact decreased or increased, it is agreed that the charges set out in subsection (a), or as hereafter adjusted under the procedures of subsection (b), shall be considered to have been established on the basis of sewerage treatment costs to be computed for the calendar year 1961, which shall be considered as the base year. Thereafter any proposed change of rates to the District (after rate adjustments shall have become effective as to City users) shall be limited to the extent that changes in sewerage treatment costs during any twelve-month period subsequent to 1961 shall vary from the costs during such base year. The determination of such sewerage treatment costs shall be in accordance with accepted accounting practices, and the practices used and the unit measurements developed in such base year shall be consistently applied as to determinations made at any subsequent time.

In the event a dispute arises between the City and the District as to such changes in costs and the computation and adjustment of charges by reason thereof which cannot be resolved by mutual agreement, the matter shall be submitted to a board of arbitration comprised of one engineer selected by the City and one selected by the District, the two of whom shall select a third. The recommendations of the board of arbitration shall be referred for final action to the Council and the Board of Directors, respectively, of the City and the District. The District, its agents and representatives shall have access at all reasonable times and places to the records of the City insofar as they relate to sewerage treatment costs.

(d) The City shall have the right, at mutually convenient times, to audit the books of the District.

(e) Treatment charges will be paid directly to the City within 30 days after the end of each calendar quarter.

Section 4. In addition to the treatment charges collected by the District and payable to the City as provided in Section 2, it is recognized that the District shall collect from each user of the sanitary sewer system on behalf of the District, such sums, either as a service charge and/or mill levy, as shall from time to time be required to pay for maintenance, administration, interest and repayment of bonded indebtedness of the District.

Section 5. Upon annexation of any portion of the District to the City, the City shall assume the obligation of billing and collecting for charges for services covered by this agreement from the users in the portion annexed beginning with the next billing period after the effective date of annexation, and the District shall be relieved of the obligation for billing and collection for such services. Nothing herein, however, shall be construed as relieving users within any such annexed area or areas from liability for any payment of the separate charges made by the District for the operation of the District.

Section 6. This contract shall be in force and effect for a period of twenty-two (22) years from the time when sewerage wastes are first delivered by the District to the City's outfall line, which date shall be endorsed on this contract. At the expiration of said twenty--two (22) year term this contract shall automatically extend from year to year until terminated by either party giving the other party twelve months advance written notice of his intention to terminate.

Section 7. It is agreed that no waste oil, acid and other matter that may be detrimental to the treatment process employed in the City's treatment plant, nor storm or ground waters shall be permitted to be discharged into the line or lines connecting with the City system, nor shall irrigation ditches be permitted to discharge thereon. The District shall

properly maintain and, as required, flush, said connecting sewer line or lines. The periodic use of irrigation water for flushing purposes shall not be considered a violation hereof, provided however, that water free of sediment shall be used to the greatest extent possible for such flushing. If any discharge is permitted through said line or lines contrary to the limitations provided in this paragraph, or if maintenance work is required, the District agrees to do whatever is necessary to rectify said sewage or perform said maintenance so as to conform with the requirements of this paragraph before discharging such sewage through said connecting line and in case of failure to do so within a reasonable time after written notice thereof, the City may make such rectification or do such maintenance work at the expense of the District, and the District agrees to pay the expense for such rectification or maintenance work.

Section 8. It is understood and agreed that the City assumes no responsibility if the sewers of the District's system become clogged or require any other maintenance of any kind or nature. Furthermore, the City shall not be responsible or liable in any way for acts of God or any other act or acts beyond the control of the City which may in any way cause an interruption or discontinuance of the sewerage service provided for herein. It is further agreed, if it is determined that sewers constructed by the District permit excess infiltration of surface or ground waters or do not function properly, the District will, at its own expense and at no expense to the City, rebuild such lines according to plans as approved by the District Engineer and the City Engineer. The City reserves the right to inspect, at no expense to the District, all construction, operations, and maintenance of all the District's sewers during the term of this agreement.

Section 9. Neither party hereto shall be held liable for any damage for failure to deliver or receive disposal wastes if such failure is due to an act of God, war, broken lines, acci-

dents, fires, strikes, lockouts, or similar occurrences beyond the control of the District and/or the City, or because of failure to supply or receive due to any case whatsoever beyond the control of the parties. Any party rendered unable to fulfill any obligation by reasons hereof, shall exercise due diligence to remove such inability with all reasonable dispatch. Within five (5) days after the occurrence of any such event, written notice shall be given, stating the exact nature, the extent and probable duration thereof, with sufficient details to enable the other party to verify the same.

Section 10. The District shall procure, furnish, install, operate and maintain all facilities, rights of ways and easements required to deliver sewerage hereunder to the point of delivery specified herein, and shall be the owner of such facilities.

Section 11. It is mutually understood that the construction of the District system is conditioned upon the approval of the taxpaying electors of the District to the sale of bonds to finance the construction of said system. In the event that sale of such bonds is not approved by the District, or such bonds are not sold, or that construction of the sewerage collection system of the District is not commenced within 18 months of the date of this Agreement, either party upon 30 days written notice to the other party may withdraw from the obligations of this Agreement, and at the expiration of said 30 day period this Agreement shall be terminated and of no further force and effect.

Section 12. Waiver of default by either party in the terms or conditions of this Agreement shall not operate as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties have cause this Agreement to be signed and executed the day and year first above written.

CITY:

CITY OF GRAND JUNCTION, COLORADO

ATTEST:

Allen C. Jorgensen
City Clerk

By [Signature]
Mayor

DISTRICT:

FRUITVALE WATER AND SANITATION DISTRICT

ATTEST:

Robert E. Lowe
Secretary

By [Signature]
President

R E S O L U T I O N

WHEREAS, the City of Grand Junction has heretofore entered into an agreement with the Fruitvale Water & Sanitation District, which agreement concerns the treatment of sewage arising within the district, and which agreement is dated the 23th day of September, 1959; and

WHEREAS, it has become necessary to alter the agreement to change Section 2 on page 3 thereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That Section 2 of such agreement be amended to conform to the new agreed-upon delivery point for sewage collection to the lines of the City through an addendum to the said agreement; and

BE IT FURTHER RESOLVED, that the mayor of the City of Grand Junction be authorized, on behalf of the City, and he hereby is so authorized, to execute such addendum, with the City Clerk attesting such execution.

PASSED AND ADOPTED this 22nd day of October, 1959

Mayor of the City Council

ATTEST:

City Clerk

Additional points of hookup from time to time may be designated at points mutually agreed to between the parties hereto as the necessity therefore arises. The City will deal directly with the District which in turn shall assume responsibility that all users comply with the provisions hereof.

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

CITY:

CITY OF GRAND JUNCTION, COLORADO

ATTEST:

By _____
Mayor

City Clerk

DISTRICT:

FRUITVALE WATER AND SANITATION
DISTRICT

ATTEST:
Andrew C. Lane

Secretary

By *Harriet S. Chaplin*

President

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 4TH day of MARCH, 1964, by and between the City of Grand Junction, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and the Fruitvale Water and Sanitation District, a quasi-municipal corporation of the State of Colorado, hereinafter referred to as the "District";

WITNESSETH:

WHEREAS, under date of September 28, 1959, the parties entered into an Agreement relating to the treatment of sewage by the City for the District; and

WHEREAS, the City has requested an increase in the rates for treatment as the same are set out in Section 3 (a) of said Agreement, in accordance with Section 3 (c) thereof; and

WHEREAS, the Board of Directors of the District and the City have carefully considered the provisions of subsections (a), (b) and (c) of Section 3 of said Agreement together with the cost figures submitted by the City;

NOW, THEREFORE, it is mutually agreed:

1. That beginning the 1ST day of APRIL, 1964, the treatment rates under Section 3 (a) of the above referred to Agreement shall be as follows:

- | | |
|-----------------------------|---|
| 1. Single family dwelling | \$1.65 per month |
| 2. Multiple family dwelling | \$1.65 per month plus \$0.55 per family unit per month for each unit over one. |
| 3. Motels | \$1.65 per month plus \$0.30 per unit per month for each unit over one. |
| 4. Hotels | \$1.65 per month plus \$0.25 per guest unit per month for each such unit over one. |
| 5. Trailer Courts | \$1.65 per month plus \$0.55 per month for each month-unit over one (a month-unit shall be the sum of the daily occupied trailer spaces in a calendar month divided by 30, exclusive of one-night stops not connecting to sewer). |

- 6. Retail stores; beauty shops; \$1.65 per month
barber shops, real estate,
insurance and professional
offices; equipment and auto-
motive dealers; garages and
filling stations.
- 7. Restaurant and drive-in \$2.50 per month
food establishments
- 8. Laundries, help-yourself \$1.65 per month plus
\$0.55 per washing machine
per month for each such
machine over three.
- 9. Schools 40% of charge for
metered water usage
computed at applicable
rates within the City
of Grand Junction.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF GRAND JUNCTION, COLORADO

By. Charles C. McClain
President of the City Council

ATTEST:

Helen C. Donelson
City Clerk

FRUITVALE WATER AND SANITATION
DISTRICT

By. James A. Miller
President

ATTEST:

Robert E. Lane
Secretary