

UTE05WAT

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	UTE WATER CONSERVANCY DISTRICT (UTE)
SUBJECT/PROJECT:	DELIVERY OF WHEEL TREATED WATER FOR IRRIGATION PURPOSES
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	2005
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is entered into between the CITY OF GRAND JUNCTION (CITY) and UTE WATER CONSERVANCY DISTRICT (UTE) effective as of the date set forth below.

RECITALS

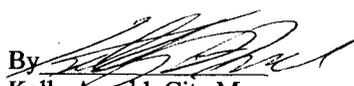
- A. The City of Grand Junction, is a Home Rule City incorporated under the laws of the State of Colorado and is a political subdivision of the State of Colorado.
- B. Ute is a water conservancy district formed under the laws of the State of Colorado by decree dated April 4, 1956, to provide water for municipal, industrial, and other beneficial uses to users in the Grand Valley.
- C. The City wishes to irrigate certain areas within the Ute District with treated water.
- D. Ute has a policy against providing water taps strictly for irrigation use.
- E. Ute and the City desire to find an equitable solution to this problem.
- F. This agreement is authorized by applicable law, including without limitation § 37-83-106, CRS.

Based upon the commonality of interest of the City and Ute, the parties hereby enter into this Cooperative Agreement on the following terms:

- 1. The City shall install the delivery point of City water into the Ute system at a mutually agreed upon location. The City shall be responsible for providing and maintaining the connection and meter and associated cross connection devices.
- 2. Ute agrees to wheel treated water provided by the City at the delivery point established in Paragraph 1, above, to the areas required by the City for irrigation purposes. Water can be wheeled only to City owned property and projects and only to areas where Ute infrastructure exists.
- 3. The City agrees to pay Ute \$ 1.00 per thousand gallons for water wheeled to the sites where it is required. The City will be billed monthly. This amount will be adjusted from time to time when and in the same proportion as Ute's monthly minimum rate for residential water service is adjusted.
- 4. The City agrees to pay to Ute the cost of a residential tap fee to establish connections and set a meter at each requested irrigation site.
- 5. The City and Ute shall reconcile gallons delivered at least once yearly.
- 6. This Cooperative Agreement shall continue indefinitely but may be cancelled by either party by giving one year written notice.

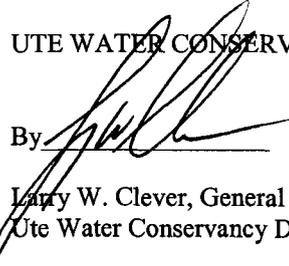
DATED this 6 day of Sept, 2005.

CITY OF GRAND JUNCTION

By 
Kelly Arnold, City Manager

City of Grand Junction

UTE WATER CONSERVANCY DISTRICT

By 
Larry W. Clever, General Manager
Ute Water Conservancy District