

UWC97WOM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	UTE WATER CONSERVANCY DISTRICT
SUBJECT/PROJECT:	CITY BULK WATER CUSTOMER BASE ON WEST ORCHARD MESA, EXCHANGE OF WATER CUSTOMERS
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1997
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

AGREEMENT

This Agreement is made by and between the City of Grand Junction (City), a home rule City and the Ute Water Conservancy District a political subdivision of the State of Colorado (Ute).

RECITALS

The staffs of Ute and the City have had numerous meetings and discussions concerning the wisdom and practicality of domestic water service area boundary identification. Based on present service boundaries the parties have concluded that some exchange of customers is in the best interest of mutual system efficiencies.

The area commonly known as West Orchard Mesa, as shown on attached Exhibit A, (the "identified area") is a good example of the opportunity to implement said mutual system efficiencies by exchanging customers.

IT IS THEREFORE AGREED:

1. Certain properties previously served and billed directly by Ute, identified on *the* attached Exhibit B, will become part of the City Bulk Water Customer Base on West Orchard Mesa and, as such, will continue to receive water from Ute but be billed by the City in the same manner as all other City Bulk Water customers in the identified area. The City, at its discretion, will service, repair, replace and maintain the entire water system within the identified area in accordance with the City's good engineering and management practices.
2. As in the past, the City will purchase Bulk Water from Ute to supply the domestic water needs of all of the City customers within the identified area, except for those customers which have historically received water passing through the City treatment facility.
3. The City will provide Ute a monthly customer count and consumption report from which Ute will calculate the Bulk Water billing. This report will also show customer growth or additions as they may occur under the provisions of paragraph 5, below.
4. Certain other properties, also identified on attached Exhibit B, have previously been part of the Bulk Water Customer Base but are now outside of the designated Bulk Service Area. These properties will become the direct responsibility of Ute for system maintenance, water service, and consumptive billing purposes. Ute, at its discretion, will

service, repair and maintain the water system service in accordance with good engineering and management practices.

5. New customers within the identified Bulk Service Area, resulting from infill and/or development within the identified area, will be City Bulk Water customers. The City will buy Bulk Water from Ute to supply such customers, subject to such customers complying with applicable City water service requirements, including payment of prevailing City service tap fees (e.g. tap and PIF) directly to the City.

6. The City will furnish Ute, and Ute will furnish the City, all pertinent customer information necessary and desirable to establish new customer billing accounts for those service customers being exchanged, as described in paragraphs 1 and 4 above.

7. Nothing herein is intended to affect the validity or applicability of the judgment entered in Case No. 91 CV 264, Mesa County District Court, except as specifically provided in this AGREEMENT with respect to the properties identified on Exhibit A, West Orchard Mesa.

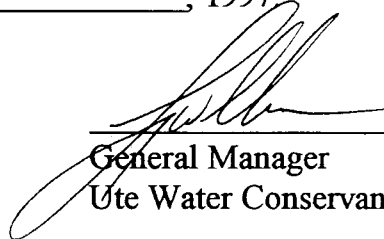
8. Nothing herein shall constitute, nor be a basis to argue, that any rights in any third parties are created. This Agreement is intended to be, and shall be construed to be, only a written confirmation of certain arrangements between the signing parties.

9. These basic principles constitute the entirety of this AGREEMENT and shall be binding on the parties hereto until, or unless, future formal agreements of greater system efficiencies are willingly entered into by mutual consent.

Dated this 17 day of June, 1997



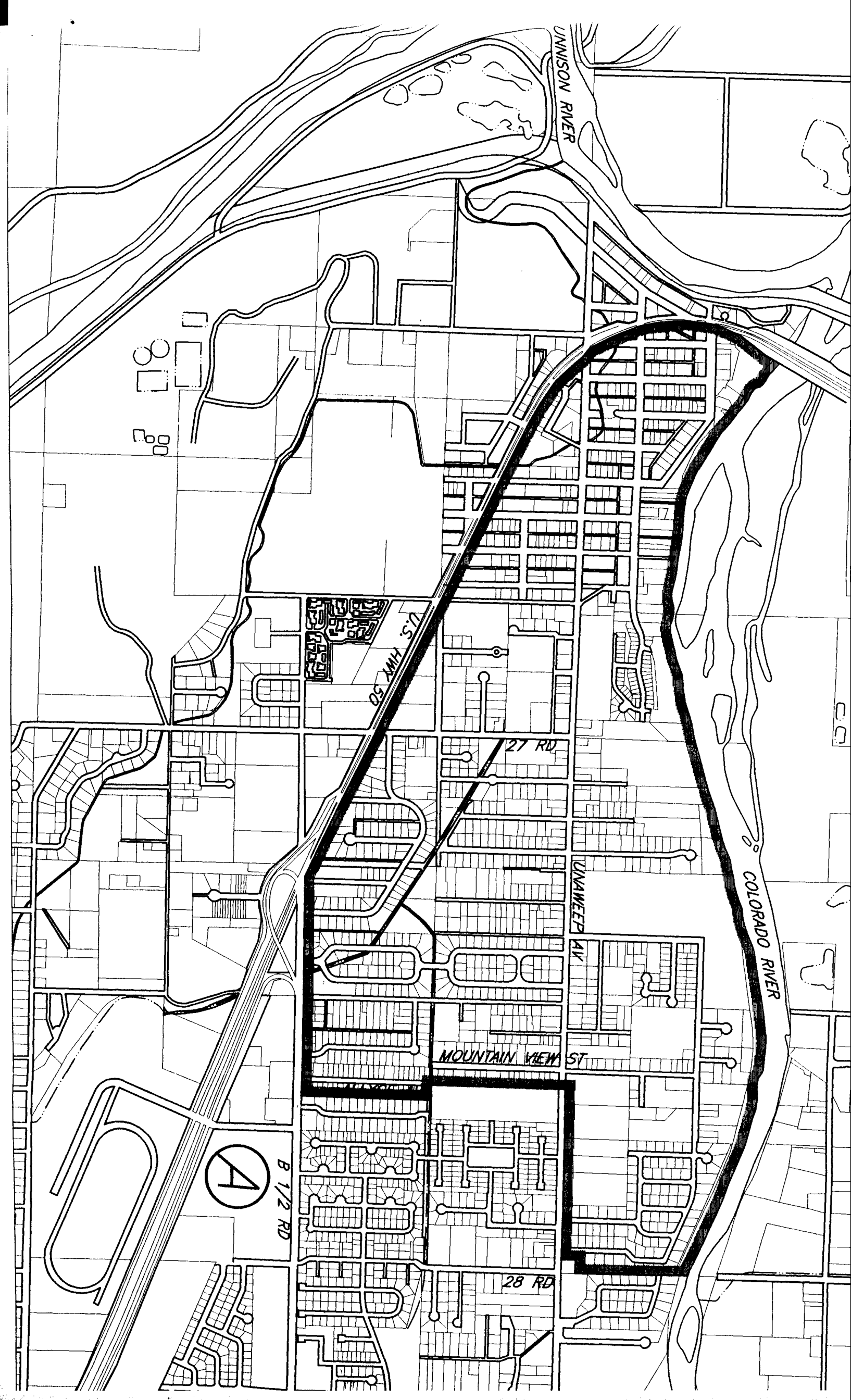
City Manager
City of Grand Junction



General Manager
Ute Water Conservancy District

ATTEST:

Stephanie Nye by Theresa A. Martinez
Stephanie Nye Deputy City Clerk
City of Grand Junction



JANINSON RIVER

COLORADO RIVER

U.S. HWY 50

27 RD

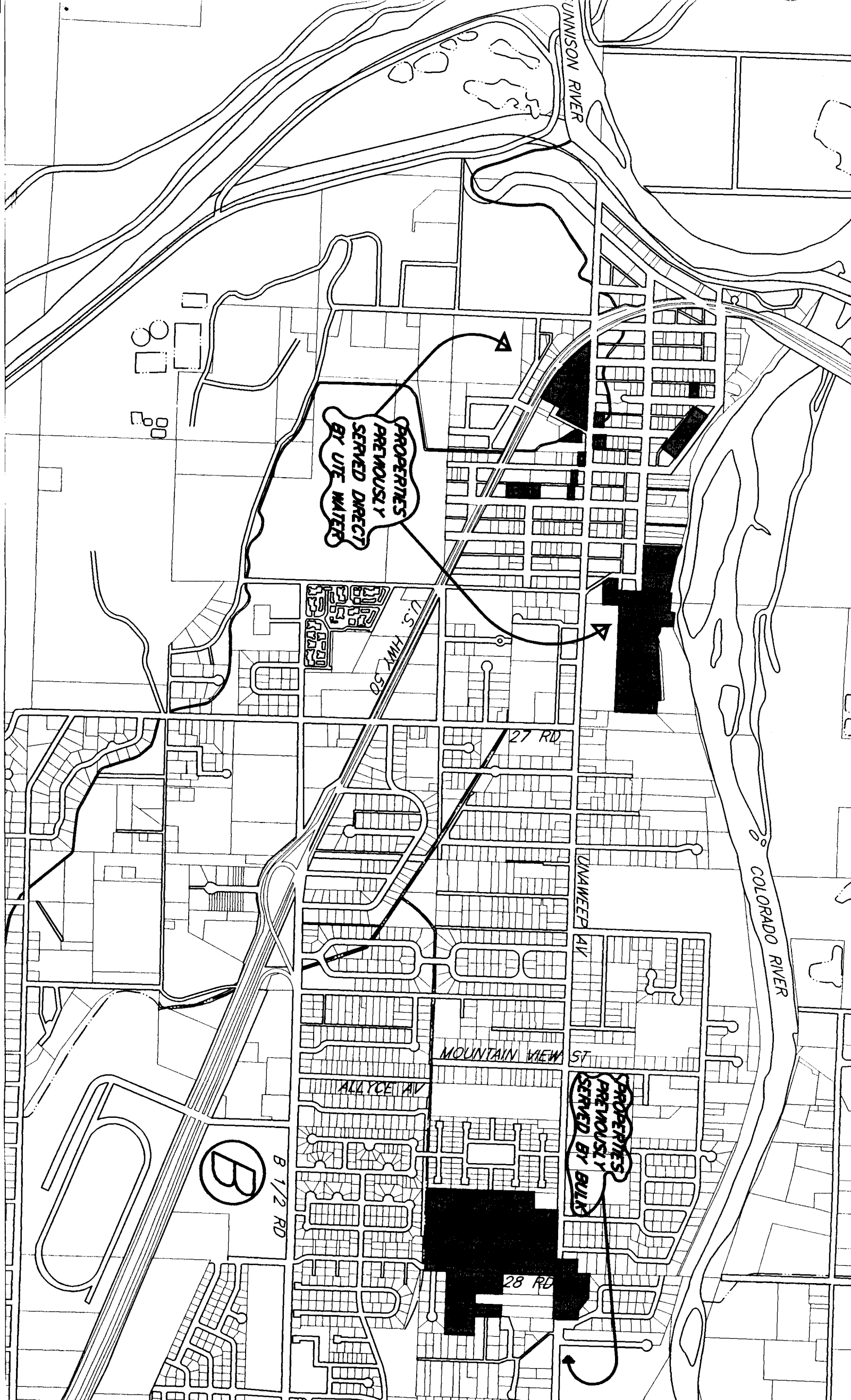
LAWRETT AV

MOUNTAIN VIEW ST

28 RD

A

B 1/2 RD



JUNNISON RIVER

COLORADO RIVER

PROPERTIES
PREVIOUSLY
SERVED DIRECT
BY UTE WATER

PROPERTIES
PREVIOUSLY
SERVED BY BULK

I-5 HWY 50

27 RD

UNAWEEP AV

MOUNTAIN VIEW ST

ALLYCE AV

B

B 1/2 RD

28 RD