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Jefferson County, Colorado

RESOLUTION NO. 1726

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
AMENDING THE 1962 SEWAGE SERVICE AGREEMENT
BETWEEN THE PLEASANT VIEW WATER AND SANITATION
DISTRICT AND THE CITY OF GOLDEN**

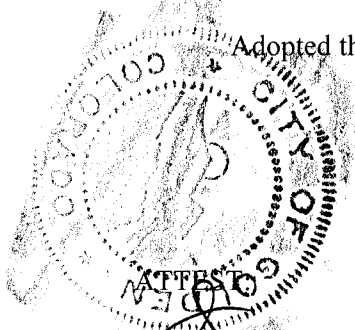
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WHEREAS, the City entered into an agreement with Pleasant View Water and Sanitation District in 1962 to provide sewer services and the agreement was also amended in 1984, and;

WHEREAS, the number of sewer taps available to the City is limited by the 1962 and 1984 agreements and the City wishes to continue service through Pleasant View Water and Sanitation District.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. City Council hereby approves the amendment to the 1962 and 1984 agreements with Pleasant View Water and Sanitation District, attached to this Resolution as Exhibit A.

Adopted this 7th day of December, 2006.



Jacob Smith

Jacob Smith
Mayor Pro Tem

Susan M. Brooks

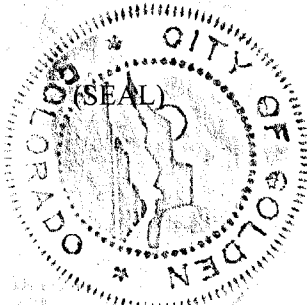
Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

James A. Windholz

James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 7th day of December, A.D., 2006.



ATTEST:

Susan M. Brooks

Susan M. Brooks, City Clerk of the City of
Golden, Colorado

AMENDMENT TO SEWAGE SERVICE AGREEMENT

2

THIS AMENDMENT TO SEWAGE SERVICE AGREEMENT ("Amendment") is entered into this 17 day of Jan, 2006, by and between the PLEASANT VIEW WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and the CITY OF GOLDEN, a municipal corporation and political subdivision of the State of Colorado ("City"), collectively referred to as "Parties."

RECITALS

- A. The District furnishes sanitation services and facilities within its service area.
- B. The District and the City entered into an agreement on March 28, 1962 which, in part, permitted the City to connect a limited number of taps to the District's sewer system ("System") and the District to provide sewer transport services to certain areas of the City connected to the District sewer line (the "1962 Agreement").
- C. The District entered into a Sewage Treatment and Disposal Agreement with the Metropolitan Denver Sewage Disposal District ("Metro District") on October 18, 1967, to provide sewage treatment and disposal services throughout the service area of the District according to the rates, rules and regulations of the Metro District.
- D. The District and the City entered into a Sewage Service Agreement dated December 12, 1984 (the "1984 Agreement") to permit and further define the City's ability to connect to the District's System and the manner by which the District may provide sewage transport services to the City and the units connected to the District's System through the City.
- E. Additional development of property within the City limits and outside of the boundaries of the District (the "Property") is currently anticipated which will require additional connection to and transport of City sewage through the District's interceptor sewers.
- F. In order for the District to adequately serve the Property and any additional future annexed territory or new residential developments in the City needing sewer service, the Parties desire to amend the 1962 Agreement and the 1984 Agreement to permit additional connection to the System and transport of sewage from property located within the City.

AGREEMENT

In consideration of the premises and conditions of this Amendment and other good and valuable consideration, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Service to City. Paragraph 8 of the 1962 Agreement is hereby amended by the following agreement of the Parties. Services currently provided by the District to the City shall

3
continue to be provided by the District pursuant to the terms of this Amendment. In addition the City may connect new taps to the District's sewer system ("System") and the District shall provide sewer transport services to areas outside of the boundaries of the District and inside the boundaries of the City, so long as the District, in its sole discretion, determines that it has the capacity to connect such additional units to the System. Properties connected to the District's sewer system shall not be required to disconnect on the basis of the District's capacity to serve. If at any time during the term of this Amendment the District determines the System does not have the available capacity for additional connection desired by the City, but the capacity of the System may be increased by certain identified and identifiable System improvements, the City may, in its sole discretion, agree to finance the costs of any necessary System improvements to permit the additional connections and transport services. Upon completion of any such System improvements, the new units may be connected to and transport services provided through the District System.

2. Rates, Rules and Regulations. Except as otherwise specified in this Amendment, sanitation service shall be available to the units connected to the System through the City connections in accordance with and subject to all rates, rules and regulations of the District and the Metro District, both as may be amended from time to time. Tap fees shall be charged at the current Metro District rates. Service fees shall be at current out-of-District rates as approved annually by the Board of Directors of the District. The City shall certify the number of units within its boundaries connected to the District's sewer lines and shall pay to the District quarterly the applicable single family residential equivalent (SFRE) service rate per unit.

3. Future Amendments. Any provisions of the 1962 Agreement and the 1984 Agreement not modified by this Amendment shall remain in full force and effect. This Amendment, the 1962 Agreement and the 1984 Agreement may be amended by written agreement approved and executed by each Party.

4. Enforcement. This Agreement shall be enforceable by any appropriate action, petition or proceeding at law or in equity, including without limitation specific performance. The prevailing Party in such action shall be entitled to payment of reasonable attorney's fees and related costs. No third-party beneficiary rights shall be created in favor of any person not a Party to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of Colorado.

5. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other.

6. Effective Date. This Agreement shall become effective as of the above date of this Agreement upon execution hereof by the Parties.

7. Severability. The Parties agree that if any provision, or part of any provision, of this Agreement should contravene or be held invalid under the laws of the State of Colorado, such contravention or invalidity shall not invalidate the entire Agreement, but instead this Agreement shall be construed as though not containing that particular provision, and the rights and obligations of the Parties shall be construed and enforced accordingly.

IN WITNESS WHEREOF, the Parties have caused this AMENDMENT TO SEWER SERVICE AGREEMENT to be executed and effective as of the date set forth above.

PLEASANT VIEW WATER & SANITATION DISTRICT

By Elmer W Dudden
Elmer Dudden, President

Attest:

Donald E. Clark
~~Paul Wolf, Secretary/Treasurer~~
DONALD E. CLARK
Vice - PRESIDENT

CITY OF GOLDEN

By: Jacob Smith
Title: Jacob Smith, Mayor Pro Tem

Attest:

Susan M. Brooks
Susan M. Brooks City Clerk