

**South Fort Collins
Sanitation District
Agreement for
Purchase of Sewer
Tap**

THIS AGREEMENT is made and entered into between the South Fort Collins Sanitation District (hereinafter "District") by its Board of Directors through its designated manager, and **the CITY OF LOVELAND, COLORADO, a municipal corporation, with an address of 500 E. Third Street, Loveland, CO 80537, and the CITY OF FORT COLLINS, COLORADO, a municipal corporation (collectively, "Grantor"), with an address of 300 Laporte Ave, Fort Collins, CO 80521** (hereinafter "Purchaser").

IN CONSIDERATION OF THE COVENANTS, PROMISES, TERMS AND CONDITIONS HEREINAFTER STATED, THE PARTIES AGREE AS FOLLOWS:

1. Purchaser agrees to purchase and pay for one sanitary sewer tap from the District. Purchaser agrees to pay the sum of **\$49,600.00** for said tap(s), payable concurrently with the execution of this Agreement. Under no circumstances will any services be provided by the District, until full payment is made, and under no circumstances will any tap be transferred from the Property, as defined below, for which it was originally purchased nor shall any of the tap fees paid be refunded to Purchaser.
2. Purchaser agrees to pay all assessments and service charges as may be established and modified by the District from time to time. In the event the Purchaser fails to pay such assessments and charges upon demand, the District shall then immediately terminate service, assess penalties, and any other remedies available to it pursuant to its Rules and Regulations and to the laws of the State of Colorado. Any costs of collection will be added to the balance due. This Agreement may be enforced by an action at law or in equity, by decree of specific performance or damages, or such other legal and equitable relief as may be available.
3. In the event that the Property is conveyed or transferred to an individual or entity by the Customer, such sewer tap shall be deemed transferred with the Property whether such conveyance or transfer is the result of a voluntary or involuntary transfer, including judicial order or decree, public trustee's sale, sheriff's sale, treasurer's sale, or otherwise; provided, however, that Purchaser shall also remain liable for all outstanding payment obligations hereunder, unless assignment of said obligations has been approved, in writing, by the District, which approval shall not be unreasonably withheld. Upon any such transfer of the Property, the District may recognize such transferee as the "owner of the sewer tap" without having first obtained an assignment of sewer tap executed by the Customer to the new owner. In no event may the Customer retain ownership of said tap upon the voluntary or involuntary transfer of the Property and the tap may not be transferred to or used in conjunction with any other property. The rights and obligations of Purchaser pursuant to this Agreement shall be appurtenant. Added to make clear that the City's each have municipal codes that may impose requirements for the conveyance of easements and that this agreement does not itself convey to and run with the Property.
4. The legal description Property for which this tap is being purchased is as follows: (Attach separate exhibit for description if necessary)

25081 - Barnstorm

Street Address:

4831 Earhart Rd, Loveland, CO 80538

5. Purchaser agrees to execute and deliver such easement or Easement Agreements as are needed by the District for the purpose of constructing and maintaining sewer lines across any of the real property of the Purchaser. Such easements shall be executed and delivered by separate legal document and in compliance with requirements established by each City's City Code and other applicable law, at the sole expense of the Purchaser, and such expenses shall include, but not be limited to, survey expenses and recording expenses.
6. Pursuant to the terms of this Agreement, Purchaser shall have the right to tap into the District's line at a point designated by the District. Tapping procedures shall be in accordance with the District's specifications, and shall be under the control and supervision of the District or its representative. The cost of tapping, including the connection, the tap and service line, and all other expenses thereof, shall be paid by Purchaser. Purchaser agrees to pay all expenses for any line extension (s) from the District's main line to the connections of the premises of the Purchaser.
7. Purchaser agrees to pay to the District a monthly service charge for the use of the District's collection and treatment system. The District expressly reserves the right to increase or decrease the monthly rate assessed at any time upon reasonable notice to its users.
8. The District reserves the right, through its representatives, to inspect and approve all lines connecting Purchaser's premises to the District's system. The Purchaser shall comply with the District's Rules and Regulations, as modified from time to time, and with District's construction specifications before and after Purchaser's connections to the District's system. In the event the District incurs expenses for labor or materials for repair and maintenance of the Purchaser's line and connections with District's sewer system, Purchaser shall be liable for payment for costs incurred by the District for such labor and/or materials, provided such repair and maintenance is required through no fault of the District.
9. **Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City of Loveland, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City of Fort Collins, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the Fort Collins City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The Cities shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
10. This Agreement is subject to the Colorado Revised Statutes regarding the provision of services by the District, the Districts Rules and Regulations, policies, procedures, specifications, and requirements as they currently exist and as they may be amended from time to time. This Agreement, the District's services, and the Cities' respective conduct are subject to the monetary limitations and all rights, requirements, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended from time to time. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
11. Provisions of this Agreement shall be deemed to have survived any conveyance of the Property, and shall not merge in any deed relating thereto, and all rights and obligations hereunder shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.
12. If any portion of this Agreement shall be deemed to be ineffective or without force or effect by any court of competent jurisdiction, then this Agreement shall be construed as if the offending provision were not a part hereof.
13. This Agreement shall not be subject to amendment without the express written consent of the Parties hereto.
14. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Larimer County.

South Fort Collins Sanitation District

Signed this _____ day of _____ 2024

By: _____
District Manager Eric Bailey

Payment: \$49,600.00

Purchaser:
City of Loveland, Colorado
A Municipal Corporation

City of Fort Collins, Colorado
A Municipal Corporation

By:
Rod Wensing, Acting City Manager

By: _____
Kelly DiMartino, City Manager

ATTEST:

ATTEST:

Delynn Coldiron City Clerk **Date**

Name: _____ **Date**

APPROVE AS TO FORM:

Title: _____

Senior Assistant City Attorney

APPROVE AS TO FORM: _____

Assistant City Attorney