

ORDINANCE NO. 5.08

AN ORDINANCE AUTHORIZING THE TOWN OF LARKSPUR
TO ENTER INTO AGREEMENTS TO SUPPLY WATER SERVICE TO
THE RESIDENTS AND WATER USERS OF THE TOWN OF LARKSPUR

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LARKSPUR,
COLORADO:

SECTION I - PURPOSE

The Town of Larkspur, in order to promote orderly development, protect the health, safety and welfare of its citizens, and to construct a self-supporting water system for the benefit of the community is hereby authorized to enter into agreements with residents and other water users located within the Town of Larkspur for the purpose of providing water service to such residents and users.

SECTION II - AGREEMENT

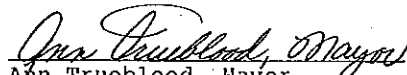
The Agreement shall be in the form attached hereto and incorporated herein as Exhibit "A".

SECTION III - SEVERABILITY


Should any portion of this ordinance or any paragraph of the agreement attached hereto as Exhibit "A" be determined to be unconstitutional by a Court of competent jurisdiction, that portion or paragraph shall be determined to be severable and the balance of the ordinance or agreement shall remain in full force and effect.

SECTION IV - EFFECTIVE DATE

Introduced as an ordinance at a regular meeting of the Board of Trustees of the Town of Larkspur, Colorado on the 20th day of APRIL, 1983, passed by a vote of 6 for and 0 against and ordered published.


Ann Trueblood, Mayor
Town of Larkspur

ATTEST:


Dean Sprigg, Town Clerk
Town of Larkspur

Publication Date: _____

I hereby certify that the within Ordinance # _____ was published
on the _____ day of _____, 1983, in the
_____ a newspaper of general circulation
published in the Town of _____, County of Douglas, State
of Colorado.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 1983 by and between the TOWN OF LARKSPUR, Colorado, hereinafter referred to as the "Town", and _____ of _____, hereinafter referred to as "Owner".

WHEREAS, the Town is preparing to engage in the business of owning and operating a water supply system for all residents of the Town of Larkspur; and

WHEREAS, in order to finalize plans to construct said water supply, the Town must rely upon this Agreement by Owner to connect to the Larkspur water supply system and pay for the Town water service; and

WHEREAS, Owner is the owner of real property described as:

(See Exhibit "A" attached)

located near the proposed right-of-way of one of the Town's water lines and desires to obtain the right to connect to the Town's water supply system when it is constructed;

NOW THEREFORE, in consideration of the above and of the promises hereinafter set forth, the parties agree as follows:

The Town hereby agrees to sell and the Owner hereby purchases the right to connect to the Town's water supply system, as follows:

Owner hereby tenders \$ _____ (a minimum of \$5.00) in (partial) payment of the tap fee of \$100.00 for three-quarter inch tap service to be used for existing improvements on the above-described property. The balance owing of \$ _____ shall be paid according to terms of Owner's promissory note in favor of the Town due in full on or before May 14, 1985.

- Owner understands and agrees that he must exercise the right to connect purchased under this Agreement, within thirty (30) days after the date that the Larkspur water supply system becomes operational. Owner agrees that if he has not connected to the municipal water system within thirty (30) days after the date that it becomes operational, Owner shall thereafter pay a monthly service charge of \$15.00. The system shall be deemed to be "operational" when the municipal distribution line, the meter, setter, and pit are completed on the users property, or on the property line. Extension of the service line from the meter is the responsibility of the user.

Exhibit "A"

RECEIPT

The Town of Larkspur hereby acknowledges receipt of \$_____ from _____, in (partial) payment of _____ for _____ to be utilized on the property described in Exhibit "A" attached.

TOWN OF LARKSPUR

By: _____
Clerk

\$ _____ Larkspur, Colorado, _____, 198

In one lump sum after date, for value received I/we promise to pay to the order of the Town of Larkspur at the office of the Town of Larkspur at _____, Larkspur, Colorado, _____ Dollars, with interest at the rate of -0- per cent per annum, payable in full on or before _____, 198__;

IT IS AGREED that if this note is not paid when due or declared due hereunder, the principal and accrued interest thereon shall draw interest at the rate of 12 per cent per annum. and that failure to make any payment of principal or interest when due or any default under any encumbrance or agreement securing this note shall cause the whole note to become due at once, or the interest to be counted as principal. at the option of the holder of the note. The makers and endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to any extension of time of payment and partial payments before, at or after maturity. and if this note or interest thereon is not paid when due, or suit is brought, agree to pay all reasonable costs of collection, including reasonable attorney's fees, and if foreclosure is made by the Public Trustee _____ for attorney's fees to be added by the Public Trustee to the cost of foreclosure.

Due _____