



OUT-OF-CITY UTILITY REQUEST

**Community Development Department
8101 Ralston Road
Arvada, Colorado 80002**

January 2007

\$500.00 APPLICATION FEE



OUT-OF-CITY UTILITY SERVICE REQUEST

APPLICANTS FOR OUT-OF-CITY UTILITY SERVICE MUST RETURN THIS COMPLETED APPLICATION ALONG WITH A WATER RIGHTS QUESTIONNAIRE AND THE REQUIRED EXHIBITS TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR PROCESSING AND SCHEDULING FOR CITY COUNCIL. INCOMPLETE APPLICATIONS CAN CAUSE DELAY IN PROCESSING THE REQUEST.

NOTE: A COPY OF THE DEED OR A CERTIFIED OWNER'S AND ENCUMBRANCES REPORT FOR THE PROPERTY TO BE SERVED MUST ACCOMPANY THIS APPLICATION AS "EXHIBIT A"

APPLICANT INFORMATION	
Name of Applicant	Home Phone/Fax
Street Address	Work Phone/Fax
City	State
	Zip
Location of Property to be Served:	
Street Address (if applicable, or location description)	

ATTACH THE FOLLOWING TO THE APPLICATION:

EXHIBIT B – a legal description of the property to be served.

EXHIBIT C – a vicinity map drawn to scale for the property to be served that includes the location of the closest City limit boundary and water and sewer main.

EXHIBIT D – a plot plan of the property to be served out of city utility, showing the location of existing and new building(s) to be connected to the City service. Also, detail uses occurring or proposed in any of the building(s) on the property.

ADDITIONAL INFORMATION TO BE PROVIDED BY THE APPLICANT

WATER RIGHTS QUESTIONNAIRE

NAME OF DEVELOPMENT: _____

1. APPLICANT INFORMATION

Name: _____

Address: _____

Phone/Fax: _____

Address of Property: _____

2. SURFACE WATER RIGHTS

The Arvada City Land Development code, Section 3.28.4(C) governs the required sale of water rights to the City. Prior to annexation and/or connection to the City's water/sewer system, all surface water rights must be sold to the City at present market value.

Have there been any surface water rights appurtenant to this land since 1970?

Name of Ditch: _____

Amount Owned: _____

3. GROUNDWATER RIGHTS

The Arvada City Land Development code, Section 3.28.4(C) governs the conveyance of groundwater rights to the City. Prior to the annexation and/or connection to the City's water/sewer, all groundwater rights must be conveyed to the City at no cost.

Are there any wells on the property? _____

Name of well and the adjudication date: _____

What is the water used for? _____

_____ Date

_____ Signature

PLEASE RETURN THIS FORM TO THE UTILITIES DIVISION

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ARVADA LAND DEVELOPMENT CODE

Pertaining to Out-of-City Request

SECTION 3.27 OUT-OF-CITY UTILITY SERVICE REQUESTS

Sec. 3.27.1 General Policy

- A. No property located outside of the City that is eligible for annexation to the City shall be served either water or sewer service by the City until such property is annexed to the City, except that property located in the old Oberon Water District may have one tap per legal parcel in effect as of 1962.
- B. It is the general policy of the City not to provide water or sewer service to property outside of the City that is not eligible for annexation, except as may be allowed by the procedures set forth in this Section.
- C. Exceptions to paragraphs A. and B. above may be granted where prior agreements with areas or previous districts allow utility service.

Sec. 3.27.8 Effect of Approval – Agreement to Annex

As provided in C.R.S. §31-12-121, any property owner provided water or sewer service outside of the City shall enter into an agreement to annex to the City. The agreement shall include a legal description of the property provided water or sewer service and shall bind the property owner's legal representatives, successors, heirs, and assigns. The agreement to annex shall include, but not be limited to the following provisions:

- A. An agreement to comply with all applicable ordinances of the City relating to water or sewer services;
- B. An agreement that all water or sewer service lines and all other facilities required to extend the service to the owner's property will be built to City specifications and will be conveyed to the City, and that the owner shall bear the full cost, including cost of inspections, of extending all such water or sewer service lines and facilities;
- C. An agreement not to develop the land without first submitting development plans to the Planning Commission and City Council for approval;
- D. An agreement not to build any streets, or other public improvement facilities or buildings, except in accordance with City building, plumbing, electrical, and fire prevention codes, subdivision regulations, and engineering standards and specifications that would be applicable to similar improvements in the City, and agreement to pay the cost of all inspections required by the City;
- E. An agreement to execute the necessary documents to petition and initiate at the property owner's expense an action to annex to the City;

- F. An agreement that the property owner will consent to annexation if initiated by the City;
- G. An agreement to dedicate all necessary rights-of-way for streets, alleys, highways, and utility easements at no cost to the City at the earlier of the following occurrences: upon annexation, whether initiated by the owner or by the City or at any time upon request of the City to enable the City to proceed with construction of said improvements;
- H. An agreement to comply with the provisions of this Code and of the Arvada City Code relating to annexations and development as provisions are in effect at the time of annexation;
- I. An agreement to comply with all ordinances of the City requiring the dedication of open space prior to the time water or sewer services are connected;
- J. An agreement that includes a description of the tributary water rights, if any, appurtenant to the property to be served, warranting merchantable title, and an agreement to convey such water rights to the City immediately upon connection to City water or sewer services, for a stated price, which price shall represent the agreed present market value of such water. Upon the approval of both parties, such agreement may also provide for the lease-back of such water at a stated annual rental until the property is developed;
- K. In the case of water, an agreement to comply with the City regulations or request to prevent waste or conserve water or both;
- L. An agreement that the City shall have the right to curtail or eliminate service to the area if such is necessary to provide adequate service to customers within the City limits;
- M. An agreement that the owner will not use either property or buildings in any manner that is determined by the City to be detrimental to the health, safety, or welfare of the City;
- N. An agreement that the owner will not participate in the formation of another City or participate in the formation of any special service district, without the consent of the City;
- O. An agreement to comply with City regulations relative to discharging certain materials and infiltration into the City sewer system;
- P. An agreement to indemnify and hold the City harmless from any and all damages or liability arising either directly or indirectly from providing water or sewer services to the owner by the City;
- Q. An agreement to convey groundwater rights to the City pursuant to §3.28.4.B below at the time water or sewer services is provided to the property;
- R. An agreement that the property owner will pay the City all costs, attorneys fees, and related expenses incurred by the City in the event that the property owner breaches any provision of the agreement or if the City is required to enforce an action in specific performance as provided in C.R.S. §31-12-121.

SECTION 3.28 ANNEXATIONS

Sec. 3.28.4.C.1 Sale of Water Rights - Past Annexations

With respect to all property annexed to the City prior to the effective date of this section, which has or has had at any time after August, 1970, tributary water rights appurtenant thereto, no such property shall be permitted to be connected to public water or sewer service unless and until all such water rights have been conveyed to the City at their current market value, provided, however, that this prohibition shall not apply with respect to any water rights to which the City was given a right of first refusal prior to the effective date of this section which it declined to exercise.

Sec. 3.28.4.C.2 Sale of Water Rights – Future Annexations upon Petition or Election

Except for property zoned to a New Community (NC) Zoning District, with respect to all property hereafter annexed to the City upon petition or election, the Annexation Agreement shall contain:

- a. A description of the water rights appurtenant to said property, warranting merchantable title, and an agreement to convey such water rights to the City immediately upon annexation for a stated price, which price shall represent the agreed present market value of such water. Upon the approval of both parties, such agreement may also provide for the lease-back of such water for a stated annual rental until the property is developed; or
- b. An agreed statement that the property has had tributary water rights appurtenant after June 1, 1974, but that they were sold without offering the City a right of first refusal and that the property is not eligible to receive City water service; or
- c. An agreed statement that no tributary water rights have been appurtenant since June 1, 1974, to which the City has not been offered a right of first refusal and the property is, therefore, eligible for public water service.

Sec. 3.28.4.C.6 Sale of Water Rights – Conveyance of Groundwater Rights

Except for property zoned to a New Community (NC) Zoning District, with respect to all property annexed to the City after January 1, 1985, the Annexation Agreement shall contain:

- a. A description of all water rights and well rights associated with or used on said property which diverts water out of the Denver, Arapahoe, and Laramie-Fox Hills aquifers.
- b. An agreement to convey to the City immediately upon annexation, at no cost to the City, all water rights associated with or used on said property, including but not limited to rights represented by a well permit, well registration, or judicial decree for the diversion of water out of the Denver, Arapahoe and Laramie-Fox Hills aquifers, all well rights and all rights to other structures associated with the diversion of water out of the Denver, Arapahoe and Laramie-Fox Hills aquifers underlying said property.

- c. An agreement that immediately upon annexation, the owners of land within the annexed property shall, at no cost to the City, convey to the City, the landowners' consent to the withdrawal by the City of all groundwater in the Denver, Arapahoe, and Laramie-Fox Hills aquifers underlying said property.

**OUT-OF-CITY UTILITY SERVICE AGREEMENT
(AGREEMENT TO ANNEX)**

THIS AGREEMENT is made and entered into pursuant to Chapter 102, Division 2, §102-51 through 102-53 of the Arvada City Code (as amended) and § 3.27.8 of the Arvada Land Development Code (as amended) this _____ day of _____, 20____, by and between the City of Arvada (hereinafter, "City") and _____ (hereinafter, "User," both individually and, if more than one, jointly and severally).

WITNESSETH:

WHEREAS, User is the owner of the following-described property:

[insert Lot, Block, Subdivision], County of _____, State of Colorado, a.k.a. [insert street address] (hereinafter, the "Property"); and

WHEREAS, the Property is located outside the corporate limits of the City and is not now eligible for annexation to the City; and

WHEREAS, User desires by the Agreement to secure [insert "water" or "sewer" or both] service to the Property and to comply with the terms hereof, in accordance with the above-mentioned portions of the Arvada City Code and the Arvada Land Development Code; and

WHEREAS, the Planning Commission having made an advisory recommendation and the City Council having approved User's request for [insert type] service to the Property, subject to execution of this Agreement in accordance with the requirements of the cited Codes;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements therein contained, and other good and valuable consideration, and as a condition to the granting and continued furnishing by the City of such services, the parties agree as follows:

1. This Agreement is entered into in accordance with C.R.S. § 31-12-121, providing for the provision of municipal services to consumers outside a municipality.
2. User agrees to build the following facilities at User's expense: [insert description of infrastructure and/or other improvements].
3. User agrees to comply with all applicable ordinances, resolutions, regulations, and other laws of the City relating to the utility service(s) herein contemplated to be provided.
4. User agrees to pay for the applicable service and associated tap fees at those rates for areas outside the City as are currently in effect and as may be amended from time to time.
5. User agrees that, as applicable, all mains and service lines and all other facilities needed to extend service to the Property shall be built to City specifications and shall be conveyed to the City in accordance with the City's standard acceptance procedures, and User further agrees to bear the full cost, including cost of engineering, construction and inspection, of extending all such lines and facilities.

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6. User agrees not to make further improvements to or develop in any manner the Property, without first submitting development plans to the City Planning Commission and the City Council for their review and approval.
7. User agrees not to build any streets, or other public-improvement-type facilities or buildings, except in accordance with the City's Building, Plumbing, Electrical and Fire Prevention Codes, Subdivision Regulations, Engineering Standards and Specifications, and all other City requirements applicable to similar improvements in the City. User further agrees to pay the cost of all engineering, construction and inspections required by the City.
8. User agrees not to use the Property or buildings thereon in any manner which is determined by the City Council to be detrimental to the health, safety and welfare of the City.
9. User agrees, when requested in writing by the City, to execute the necessary documents to petition and initiate at User's expense an action to annex the Property to the City.
10. User agrees that at any future date, should the City initiate annexation of the Property, User will not oppose such annexation.
11. User agrees to dedicate, at no cost to the City, all rights-of-way and utility or other easements deemed necessary by the City, at the earlier of the following occurrences:
 - A. Upon annexation, whether initiated by User or by the City;
 - B. Upon request of the City to enable the City to proceed with imminent construction of said improvements.

Further, User agrees to comply with all provisions of the Arvada Land Development Code (Part III of the Code of the City of Arvada) relating to annexation, as they are in effect at the time of annexation or thereafter applicable.

12. User agrees that, prior to the time the applicable utility services are connected, User will comply with the presently-existing policy or ordinances of the City concerning the dedication of open space.
13. User agrees not to participate in the formation of another municipality or to participate in the formation of any special service district, without the consent of the City.

**DRAFTER OF THIS AGREEMENT SHOULD DELETE ONE OF THE FOLLOWING
ALTERNATIVE PARAGRAPHS NO. 14, AS APPLICABLE:**

14. User hereby states that there are no tributary water rights or well rights associated with or used on the Property. By this Agreement, User conveys to the City User's groundwater rights associated with the Property and User's consent to the withdrawal by the City of all groundwater in the Denver, Arapahoe or Laramie-Fox Hills Aquifers underlying the Property.
14. User agrees to convey to the City, by instrument acceptable to the City, and immediately upon connection to City water or sewer services, User's tributary water rights appurtenant to the Property, such water rights being described as [describe water rights]. User hereby warrants User's merchantable title in all such water rights. The purchase price, payable at the time of such conveyance, shall be [insert purchase price]. By this Agreement, User also conveys to the City User's groundwater rights associated with the Property and User's consent to the withdrawal by the City of all groundwater in the Denver, Arapahoe or Laramie-Fox Hills Aquifers underlying the Property.
15. User agrees to comply with all City ordinances, resolutions, regulations, and other laws, and all City requests, relating to the prevention of waste and/or to the conservation of water.
16. User agrees to comply with City regulations relative to discharging certain materials and infiltration into the City's sewage system.
17. User agrees that the City shall have the right to curtail or eliminate service to the Property if necessary to allow the City to provide adequate service to customers within the City limits.
18. User agrees to indemnify and hold the City harmless from any and all damages, claims, charges, costs, injuries or liabilities arising either directly or indirectly from, or in any way related to, the City's furnishing services under this Agreement, and further agrees to pay the City all costs, attorneys fees, and related expenses incurred by the City in the event that User breaches any provision of this Agreement or if the City is required to enforce an action in specific performance as provided in C.R.S. § 31-12-121.
19. This Agreement shall by its term, be binding upon User and on the successors, heirs, personal representatives and assigns of User and the terms and conditions of said Agreement shall constitute covenants running with the Property. This Agreement may be recorded with the appropriate Clerk and Recorder's office by the City at its sole and exclusive option.

