

1959-1960

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Rec. No. 11719

POLK COUNTY, IOWA

FILED FOR RECORD

AT THE MAR 2 - 1960

IRENE H. MALEY, RECORDER

*Blanchard* Deputy

CITY OF DES MOINES

CONTRACT

for

SEWER SERVICE

OUTSIDE CORPORATE LIMITS

This agreement made and entered into this 30th day of December

1959 by and between James W. Bell Co., Inc.

(Name)  
owner of property legally described as: South 210 feet of the North 241 feet of  
Lot One (1) of the KEMPER ESTATE (except a strip 10' right-of-way purposes  
off the West side of such tract comprising three-tenths of an acre), and a  
triangular tract adjacent to the above described tract as follows: Beginning  
at a point on the East line of Lot A Kemper Estate, 241 feet South of the  
Northeast Corner thereof; thence South along the East line of Lot A a dis-  
tance of 200 feet; thence North 36 deg. 59' West 249.5 feet, more or less,  
to a point on the South line of the North 241 feet of Lot A aforesaid.  
thence East 150 feet, to place of beginning, except that part of said tri-  
angular piece located in Lot A of Kemper Estate, an Official Plat, accord-  
ing to the recorded plat thereof, situated in Polk County, Iowa.

Iowa, a municipal corporation acting through its Mayor and City Council herein-  
after referred to as City:

WITNESSETH:

WHEREAS engineering principles and physical conditions have produced  
additional capacity in the laterals, intercepting mains and treatment plant  
of the sanitary sewer system of the City of Des Moines; and

WHEREAS the City of Des Moines has indicated that in the public interest  
they are willing to permit the use of this additional capacity by areas without  
the corporate limits upon payment of just and equitable charges; and

WHEREAS this extension of service would be of benefit to the public at  
large by the safeguarding of public health.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES hereto that all  
contracts, articles of agreement and the like contravening the terms of this  
contract be declared null and void;

Be it  
Applicant  
property  
stated.

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Be it further mutually agreed by and between the parties hereto that the Applicant is hereby granted the privilege of servicing through City sewers the property herein described for the fee herein determined and for the use herein stated.

Section 1 - Description

In consideration of the foregoing privilege the Applicant herewith pays the following initial fee and agrees to pay an annual charge to the City as hereinafter stated:

"Applicant's statement of use of the property,  
for commercial purposes, the same being generally the storage and  
sale of heavy equipment and parts, and related business.

Applicant's use of property is limited to  
front 517 ft (2 1/2 acres) Buildings are limited to  
front 175 ft.

Section 2 - Fee Schedule

1. Area charge (all applicants) -

Depth 350 feet

Frontage 210 feet

Area 170 acres at \$350.00 per acre is \$ 97,300

2. Frontage charge -

Frontage 210 feet at \$1.70 per foot is \$ 357.00

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### 3. Capacity charge (commercial, industrial)

Total flow of \_\_\_\_\_ GPD at \$0.20 per gallon is

Annual service fee (all applicants) -

4. Annual service fee (all applicants) -

Residential - per family unit ..... \$20.00

Commercial or industrial  
Minimum ----- \$20.00

Total flow \_\_\_\_\_ GPD at \$20.00 per unit

### Notes

In the instance of commercial and industrial uses, the greater fee as mentioned in items two and three is to be used.

### **Year Summary**

Area charge -----

Frontage charge

Total connection charge

Annual service charge \$100.00

60

357<sup>1</sup><sub>0</sub>

129288

2810

Section 3 - Method of payment

All connection charges shall be paid at the time application is filed.  
Annual service charges shall be due and payable in advance of January 1 of  
each year to the City Treasurer, City of Des Moines, Iowa.

Section 4 - Modification of Charges

The City hereby agrees that the connection fee shall constitute full and  
final payment for all costs to provide sanitary sewer to the property herein  
described. The City reserves the right to modify the annual service charge  
for carriage and treatment of wastes discharged to the sewer from time to time  
as conditions warrant to maintain the ratio to present costs herein established.  
The City agrees that no change in the annual service charge shall be made prior  
to the service of a one (1) year notice as to the new charge to be levied.

Section 5 - Construction

All connections shall be constructed in accordance with the Plumbing Code  
of the City of Des Moines. A Plumbing Permit shall be obtained prior to the  
physical connection to the sewer.

Section 6 - Restrictions

All ordinances of the City concerning sanitary sewer usage shall be in  
full force and effect for the Applicant.

Section 7 - Voidance

The Applicant hereby agrees that violation of the terms of this contract  
or changes in the conditions herein described or erroneous information shall  
constitute full and sufficient grounds for voidance of this contract.

Both parties to this contract agree to the voidance of this contract in  
the event the property herein described becomes legally a part of the City of  
Des Moines.

Section 8 - Tenure

The City agrees that this contract shall remain in full force and effect so long as and under the same conditions that this service is provided to residents of the City of Des Moines. The Applicant shall have and retain the right to terminate at will. The Applicant agrees to relinquish all claim to charges paid or prepaid for this service.

Section 9 - Denial

It is mutually agreed to by and between both parties hereto that the City shall have and retain the right to deny any connection to the sanitary sewer system or any increase in the service herein provided.

Section 10 - Severance

If any section, subsection, sentence, clause or phrase of this contract is for any reason held to be unconstitutional or void, such decision shall not affect the validity of the remaining portions of this contract.

JAMES W. BELL CO., INC.

By: *[Signature]*  
(Owner) President

(Owner)

ATTEST:

CITY OF DES MOINES, IOWA

*[Signature]*  
Carter Morris  
City Clerk

*[Signature]*  
V. R. Peacock, Mayor