

26575SWR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: NORTH 26 ½ ROAD SEWER ASSOCIATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: AGREEMENT DATED JANUARY
3, 1975 REGARDING CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM AND LIST OF
INITIAL SUBSCRIBERS OF THE NORTH 26 ½ ROAD SEWER ASSOCIATION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1975

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT made and entered into this 3rd day of January, 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and the NORTH 26 1/2 ROAD SEWER ASSOCIATION, hereinafter referred to as the "Association" and GALAXY SEWER ASSOCIATION, hereinafter referred to as "Galaxy".

WITNESSETH:

WHEREAS, the Association is an unincorporated association consisting of property owners located in an area north of the City of Grand Junction; and,

WHEREAS, the Association wishes to construct a sewage collection system; and,

WHEREAS, the City has sewage disposal facilities available; and,

WHEREAS, the City has previously entered into an Agreement with Galaxy regarding a similar adjoining system;

BY MUTUAL COVENANTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

1. The Association agrees to construct a sewage collection system to serve its members and to connect with the trunkline installed by Galaxy and the City's sewage collection and disposal facilities. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction.

2. Following the construction of the system and its approval by the City, the Association will thereupon be deemed to have transferred full ownership and responsibility of the system to the City. Use of such system shall be deemed as approval by the City, at which time complete ownership and responsibility shall thereafter be that of the City.

3. The Association shall obtain easements in the name of the City for the construction, repair and maintenance of the sewage

collection system.

4. The Association agrees that its members will consent to annexation by the City when the City desires such annexation. The consent may be obtained by the City when a sewer tap is requested by any member.

5. The City agrees to permit the Association to use the easements obtained by the Association in the name of the City for the purpose of the construction of the system.

6. The Association and each member thereof acknowledge that the contribution which it is making to the Association does not include the plant investment fee, inspection fee and monthly service charges which the City is entitled to charge to the members of the Association.

7. Each initial member of the Association shall be reimbursed as follows:

- (a) For his capital contribution to the Association for the initial construction of the sewer system to his property line to the extent that such contribution exceeds \$1,050.00.
- (b) For a period of eight (8) years from the transfer of this system to the City, or until each member is reimbursed as set forth above, City agrees to prohibit new applicants from using the system unless such applicants for use first pay for each tap a sum equal to the initial contribution paid by the initial members of the Association for each tap.
- (c) It is understood and agreed that the Association will be using the trunkline installed by Galaxy joining the Horizon Drive line of the City of Grand Junction. In order to provide an equitable arrangement relative to the use of the trunkline installed by Galaxy, it is agreed that with respect to fees paid by applicants for the use of the system installed by the Association other than the initial members of the Association, such fees shall be divided between the Association and Galaxy by the City on a prorata basis. By way of explanation, the initial capital contribution by the members of Galaxy was \$1,800.00 per tap, and

the initial capital contribution by the members of the Association is to be \$2,300.00 per tap, the combined capital contribution being \$4,100.00, Galaxy will receive 18/41 of such subsequent application charges obtained and the Association will receive 23/41 of such subsequent application charges obtained. Such funds received by Galaxy and the Association, respectfully, shall apply to the City's obligations to Galaxy and the Association until such are paid in full.

- (d) In the event that the initial members of the Association are not reimbursed by the charges to new users within the eight (8) year period, City at that time will pay to the Association the remaining unreimbursed portion.
- (e) Payments made by the City will be made directly to the Association and Galaxy in the fractional amounts indicated above and will be distributed to the initial members of the respective associations by the managers.

8. The trunkline installed by Galaxy as hereinbefore referred to, which will be used by the Association and the City as successor in interest has an existing capacity to handle all of the taps originally contemplated by Galaxy and the Association; but in no event, shall the City allow an excess of taps on the system installed by the Association which would restrict the ability of the Galaxy system to adequately serve all of the potential users of the system installed by Galaxy who might choose, in the future, to make application to the system installed by Galaxy for service. The intent and purpose of this Paragraph is to give the potential future users of the Galaxy system priority over any potential future users of the Association system should the trunkline be overburdened.

9. In the event that for reasons presently unknown, the Association no longer has need to use the trunkline installed by Galaxy and such use is terminated, then the prorata division of fees as referred to in Paragraph 8 (c) above, shall no longer be in force and effect.

10. In the event the Association does not undertake the

construction of the system, this Agreement shall be of no force and effect.

IN WITNESS WHEREOF the parties have set their hands and seals this 16 day of January, 1975.

CITY OF GRAND JUNCTION

By Harry M. S.
City Manager

ATTEST:

Deva B. Lockhart
City Clerk

NORTH 26 1/2 ROAD SEWER ASSOCIATION

By Elin Bergstrasser
Manager

By J. Moore
Manager

GALAXY/SEWER ASSOCIATION

By Hugh D. White
Manager

By Gene Anderson
Manager

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May 6, 1975

Department of Public Works
City of Grand Junction, CO.

Attached is a list of the initial subscribers of the North 26½
Road Sewer Association.

Yours very truly,

NORTH 26½ ROAD SEWER ASSOCIATION



Robert W. Coe

RWC/bh

<u>Central Drive</u>	<u>Property Address</u>	<u>Mailing Address</u>
Holger Albrethsen, Jr.	2661 Central Drive	Same
Paul E. Martin	2660 Central Drive	"
Ed DeLucas	2657 Central Drive	"
Verne R. Anderson	2655 Central Drive	"
Wm. C. Conklin	2653 Central Drive	"
Walter Hall	2652 Central Drive	"
Kenneth M. Muhr	2651 Central Drive	"
Vincent King	2647 Central Drive	"
Curtis B. Lashbrook	2645 Central Drive	"

Tulip Drive

R. W. Coe	729 Tulip Drive	"
Alan Simpson	730 Tulip Drive	"
G. I. Roper	733 Tulip Drive	"
Malcolm Gordon	734 Tulip Drive	"
R. G. Fleming	735 Tulip Drive	"
Bruce Ward	736 Tulip Drive	"

Chestnut Drive

H. K. Jackson	2643 Chestnut Drive	"
Wilhelmina B. Tucker	2641 Chestnut Drive	"
W. H. Kohler	2637 Chestnut Drive	"
Anthony Prinster	2631 Chestnut Drive	"
Willard B. Newman	2618 Chestnut Drive	"
Walter Bergman	2615 Chestnut Drive	"

<u>Ash Drive</u>	<u>Property Address</u>	<u>Mailing Address</u>
Don Kelley	701 Ash Drive	
C. F. Kimminau	705 Ash Drive	Same
Walter Staggs	706 Ash Drive	"
Evert L. Brown	707 Ash Drive	
James A. Warner	708 Ash Drive	Same
Verl L. Charlesworth	709 Ash Drive	"
Calvin J. Luke	710 Ash Drive	"
Steven J. Pratt	711 Ash Drive	"
Carl R. Cook	712 Ash Drive	"
Howard Mason	713 Ash Drive	"
E. D. Dhabolt	714 Ash Drive	"
Del Ray Hammons	715 Ash Drive	"
Harvey Townsley	716 Ash Drive	"
 <u>Ivanhoe Way</u>		
Jerome P. Fossenier	701 Ivanhoe Way	"
Robert D. Tenney	702 Ivanhoe Way	"
Harry Babcock	704 Ivanhoe Way	"
Aubrey Thoele	705 Ivanhoe Way	"
Carroll F. Twilley	706 Ivanhoe Way	"
Carroll Timppte	707 Ivanhoe Way	"
 <u>Ivy Place</u>		
Stephen L. Speltz	710 Ivy Place	"
A. L. Partee	708 Ivy Place Lots 1, 2 & 3 Blk. 4 Jasmine Lane	"
R. W. Burkey	706 Ivy Place	Burkey Lumber Co.

North 26½ Road

	<u>Property Address</u>	<u>Mailing Address</u>
Frank Spiecker	697 North 26½ Road	Same
Earl M. Johnson	709 North 26½ Road	"
Riney F. Wilbert	711 North 26½ Road	"
Max Kralicek	713 North 26½ Road	"
Jay Shultz	717 North 26½ Road	"
Roger E. Howard	730 North 26½ Road	"
Harold F. Elam	734 North 26½ Road	"
Gary Wuster	736 North 26½ Road	"
Elwin Bergstraesser	737 North 26½ Road	After 6/15/75 3460 D Rd., Palisade
Clara Steele	739 North 26½ Road	Same
Harry Manown	741 North 26½ Road	"

Hemlock Drive

John Garcia	715 Hemlock Drive	"
Keith Corder	716 Hemlock Drive	"
Richard Appel	718 Hemlock Drive	"
William H. Foust	720 Hemlock Drive	Rangely, CO
Larry Cobb	722 Hemlock Drive	Same
Robert J. Dubas	723 Hemlock Drive	"
Lowell Lionberger	724 Hemlock Drive	"

Hickory Drive

Harold D. Potter	2636 Hickory Drive	"
John C. Colosimo	2638 Hickory Drive	"
Thomas E. Miller	2640 Hickory Drive	"

G Road

Property Address

Mailing Address

William Gillin

2630 G Road

Same

Darrel Phelps

2632 G Road

"

Crestridge Drive

Richard F. Gilmore

698 Crestridge Drive

"