

DEW78SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: CARL A. DEWEY

SUBJECT/PROJECT: CONSTRUCTION OF A SEWAGE COLLECTION  
LINE OR LINES AND CONNECTION WITH THE CITY'S SEWAGE  
INTERCEPTOR LINE LYING NORTH AND SOUTH DIRECTION IN DEWEY  
SUBDIVISION IN THE RIGHT OF WAY OF 25 1/2 ROAD

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1978

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

THIS AGREEMENT made and entered into this 8th day of November, 1978, by and between the CITY OF GRAND JUNCTION,, hereinafter referred to as the "City", and CARL A. DEWEY, hereinafter referred to as "Dewey".

WITNESSETH:

WHEREAS, Dewey owns property northeast of the intersection of F Road and 25½ Road; and,

WHEREAS, Dewey presently is in the process of platting the southern portion thereof as a subdivision, being designated and named Dewey Subdivision, Filing No. 1, hereinafter referred to as the "Subdivision"; and,

WHEREAS, Dewey wishes to construct a sewage collection line or lines to serve said subdivision and to join the City's existing interceptor line lying North and South direction in the right of way of 25½ Road; and,

WHEREAS, the City has sewage disposal facilities available to service said area.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. Dewey agrees to construct a sewage collection line or lines to service the several lots in the Subdivision, and to connect with the City's sewage interceptor line on 25½ Road. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction, and Dewey agrees to notify the City of any construction activities on the system not less than 48 hours prior to the commencement of construction.

2. Following construction and complete inspection by the City, but prior to any use of the system, Dewey will furnish to the City a complete and accurate set of "as built" drawings on

Mylar reproducible type paper. The "as built" drawings must be certified by a professional engineer registered in the State of Colorado and bear a statement by him that the system has been tested for exfiltration and further exfiltration or infiltration does not exceed 200 gallons per inch of diameter per mile of length per day of time. Following the submittal of the above "as built" drawings and the line being inspected by the City and found to meet City standards, Dewey and/or successors in interest may proceed to use said system, and upon use of said system, the ownership and responsibility thereof will thereupon be deemed transferred to the City.

3. Dewey agrees and consents that he will consent to the annexation by the City of the property in Dewey Subdivision, Filing No. 1, when the City desires such annexation, and will, upon request, execute any such requested formal consent. Such obligation shall further be binding upon any successor in interest of Dewey in and to such property and any part thereof.

4. It is understood that the present City fee is the sum of \$1,550.00 for the privilege of a City sewer tap which includes \$1,050.00 as the basic charge, plus a plant investment fee in the amount of \$500.00. In addition, monthly service charges will be charged by the City to the users of the City sewer system.

5. The City shall not be required to reimburse Dewey for the cost of the sewer line installation by Dewey; however, the City agrees not to allow any person or individual to use the system installed by Dewey for a period of five years after completion and the initial use thereof, without first reimbursing Dewey the sum of \$500.00 per tap until Dewey has been reimbursed to his stipulated cost base exclusive of the plant investment fees or "tap fees" of \$1,050.00 per lot served by the system installed by Dewey. In this regard, it is understood that the subdivision provides for nine lots in Block 1 thereof and four lots in Block

2 thereof; however, certain lots may be served directly from the interceptor line located in the right of way for 25½ Road and will not be served by Dewey's system. However, the system to be installed by Dewey shall include lines from the interceptor line to the lot lines to be served directly by the interceptor line and such lots shall be included for possible reimbursement purposes. In addition, Dewey has previously purchased five (5) taps at \$150.00 each to serve certain of the lots in the Dewey Subdivision, which lots will be served through the adjoining F½ Road Sewer Association system and such will not be subject to the reimbursement factor of the remaining lots.

6. In any sale of lot or lots by Dewey, the buyer shall be required to pay the plant investment fee, also known as the "tap fee", which amounts to \$500.00 for a single family residence and increased amounts for multiple family units as provided by City policy.

7. In the event that Dewey does not undertake the actual construction of said sewage system within six months from date hereof, this Agreement may, at the option of either party, be terminated, but assuming that construction is undertaken within the aforementioned period, this Agreement shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written.

CITY OF GRAND JUNCTION

ATTEST:

Neva B. Lockhart, CMC  
City Clerk

By James E. Wysocki  
City Manager

Carl A. Dewey  
Carl A. Dewey