

FRD77SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	F ROAD SEWER ASSOCIATION
SUBJECT/PROJECT:	CONSTRUCTION OF A SEWAGE TRUNK LINE TO SERVICE MEMBERS AND CONNECTION WITH THE CITY'S SEWAGE COLLECTION AND DISPOSAL FACILITY PROPERTY OWNERS LOCATED IN AN AREA NORTHEAST OF THE INTERSECTION OF F ROAD AND 25 ½ ROAD
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1977
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

AGREEMENT

THIS AGREEMENT made and entered into this 20~~d~~ day of July, 1977, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City", and the F ROAD SEWER ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Association is an unincorporated association consisting of certain property owners located in an area Northeast of the intersection of F Road and 25½ Road; and,

WHEREAS, the Association wishes to construct a sewage trunk line to join the City's existing sewage line; and,

WHEREAS, the City has sewage disposal facilities available.

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

1. The Association agrees to construct a sewage trunk line to service members and to connect with the City's sewage collection and disposal facility. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction, and the Association agrees to notify the City of any construction activities on the system not less than 48 hours prior to commencement of construction.

2. Following construction and complete inspection by the City, but prior to any use of the system, the Association 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 that 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, the City will notify the Association in writing and at that time the full

ownership of the system will be deemed transferred to the City and the members of the Association may begin to use the system.

3. The Association shall obtain easements in the name of the City prior to construction for the construction, repair and maintenance of the sewage collection system and prior to the allowance of any sewage taps being made or any flows from the system into City sewage mains.

4. The Association agrees that its members will consent to annexation by the City when the City desires such annexation. The formal 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 they are making to the Association does not include the plant investment fee, sometimes referred to as a "tap fee", inspection fee and monthly service charges which the City is entitled to charge to the users of the City sewer system.

7. The City shall not be required to reimburse the Association for the cost of the sewer installation; however, the City agrees not to allow any person or individual to use the trunk line facility construction by the Association for a period of five years after completion and initial use thereof without first requiring such user to pay the sum of \$500.00 to the members of the Association. These requirements shall not apply to the Association members and all association members shall have the right to additional taps without charge except for the plant investment fee to be paid the City so long as such member continues to own his property. Such right shall expire upon death or sale of such property. The percentages of funds received from future

tips to be paid the City for the benefit of the original Association members are as follows:

<u>Name and Address</u>	<u>Rebate Percentage</u>
Carl A. Dewey 1219 North 7th Street Grand Junction, Colorado	12½%
Wilma A. Miller 2554 F Road Grand Junction, Colorado	25%
William F. Novinger Nettie A. Novinger 2558 F Road Grand Junction, Colorado	12½%
Daniel B. Ooley Inagene Ooley 2560 F Road Grand Junction, Colorado	12½%
Wesley R. Dixon Helen Dixon 2562 F Road Grand Junction, Colorado	37½%

It is understood that one individual, namely, Joe Redding, who is not a member of the Association, has contributed the sum of \$1,000.00 toward the installation of the trunk line to be installed by the Association for one tap, but in spite of such contribution, said Joe Redding shall not be entitled to participate in the potential reimbursements to be obtained as recited above.

8. In the event that the Association does not undertake the actual construction of the system within six months, this Agreement shall be of no further force and effect, but assuming that construction is undertaken, the City agrees to make reimbursements to the original members at the addresses hereinbefore stated according to the percentages recited in Paragraph 7 for any future taps as provided in said paragraph. The members of the Association shall have the obligation of advising the City of any changes in address, and the City is entitled to rely on the last known address of the individual Association members.

9. The City reserves the right to refuse service to any person, company or corporation who applies for service through this

system if the allowance of such service would in any way cause any pipeline, pumping station or treatment works to be operated above its capacity.

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

ATTEST:

CITY OF GRAND JUNCTION

*Mira S. Lubhart, CMC*  
City Clerk

By *James E. Wysocki*  
City Manager

F ROAD SEWER ASSOCIATION

By *William F. Novinger*  
Agent  
William F. Novinger

By *Helen Dixon*  
Agent  
Helen Dixon

*Carl A. Dewey*  
Carl A. Dewey

*Wilma A. Miller*  
Wilma A. Miller

*Nettie A. Novinger*  
Nettie A. Novinger

*Daniel B. Ooley*  
Daniel B. Ooley

*Ina Gene Ooley*  
Ina Gene Ooley

*Wesley R. Dixon*  
Wesley R. Dixon

FORMATION AGREEMENT OF F ROAD SEWER ASSOCIATION

June 20, 1977

WHEREAS, the undersigned are owners of land located near the Northeast corner of the intersection of 25½ Road and F Road in Mesa County, Colorado; and,

WHEREAS, there are presently no sewage facilities available to the undersigned; and,

WHEREAS, the undersigned desire to construct a sewage collection system to join with the sewage collection system of the City of Grand Junction.

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

1. The undersigned herewith form an unincorporated association to be called the "F Road Sewer Association", hereinafter referred to as the "Association".

2. If any of the undersigned own property with another of the undersigned, then such joint property owner shall be deemed to hold all rights and be subject to all obligations imposed hereunder as joint tenants with right of survivorship. For all such purposes, such joint owners shall be considered as one member of the Association.

3. The purpose of the Association is the construction of a sewage trunk line at the lowest cost to the members to serve the members of the Association. In this regard, an engineering study has been made and it is anticipated that the cost of the installation of such sewer line will not exceed \$6,000.00, including all engineering, legal and miscellaneous costs. The Association shall construct the above mentioned sewer line in complete compliance with the standards of the City of Grand Junction. At the completion of the construction, but prior to placing the sewage lines into use, the Association shall allow the City time to inspect the sewer lines for conformance with City standards. If the said

lines are not in compliance with City standards, the Association shall make any changes or modifications necessary to bring the system into compliance prior to any use and prior to acceptance of the system by the City.

4. Prior to acceptance of the system by the City, the Association shall furnish to the City a complete set of "as built" drawings on reproducible Mylar material. Such drawings shall bear the seal of a professional engineer registered in Colorado and also bear the statement that the line has been tested for exfiltration and further that infiltration or exfiltration from the system does not exceed 200 gallons per inch of diameter, per mile of length, per day of time.

5. The members agree to contribute to the Association the total sum of \$5,000.00 upon execution of this Agreement, which amount shall be contributed by the undersigned members as follows:

<u>Name and Address</u>	<u>Initial Taps Allowed</u>	<u>Amount To Be Contributed</u>
Carl A. Dewey 1219 North 7th Street Grand Junction, Colorado	1	\$625.00
Wilma A. Miller 2554 F Road Grand Junction, Colorado	2	\$1,250.00
William F. Novinger Nettie A. Novinger 2558 F Road Grand Junction, Colorado	1	\$625.00
Daniel B. Ooley Inagene Ooley 2560 F. Road Grand Junction, Colorado	1	\$625.00
Wesley R. Dixon Helen Dixon 2562 F. Road Grand Junction, Colorado	3	<u>\$1,875.00</u>
	TOTAL	\$5,000.00

In addition, it is expected that Joe Redding, who owns property to the East of the property owned by the above listed persons, will contribute the sum of \$1,000.00, although not a member of the Association, for one tap, thus making total funds available in the amount of \$6,000.00. No expenditures shall be made or commitments

entered into until all funds have been contributed.

6. It is understood and agreed that each of the members will construct their own individual sewer line to the main sewer trunk line to be constructed by the Association, which individual lines shall be the expense of the individual landowner. In addition, it is understood that each of the members will be obligated to pay tap fees in the amount of the plant investment fee as set by the Grand Junction City Council to the City of Grand Junction, and must be paid in addition to the foregoing considerations to the City of Grand Junction at such time as the user desires to make use of the sewer line.

7. It is contemplated that additional persons may desire to use the main sewer trunk line to be installed by the Association, and in such instance, it is agreed that persons who are not members of this Association shall pay and contribute the sum of \$500.00 to the Association through the City for each tap installed, plus the plant investment fee at the time of connection, to the City of Grand Junction, in addition to their own cost in installing the service line to their individual residences. This arrangement shall be in effect for a period of five years from completion and use of the sewer trunk line to be installed. With respect to the members of the Association, they, too, may have additional taps beyond those authorized in Paragraph 5 hereof, and any such additional taps shall be without charge, except for the tap fee charged by the City of Grand Junction, so long as the original Association member in question continues to own the property he presently owns, but upon sale or death, such free right shall terminate

8. The undersigned hereby designate two of their members to act as agents of the Association, whose names are William F. Novinger and Helen Dixon. To the agents of the Association, the undersigned grant the following powers and obligations:



- (a) To enter into a contract or contracts for engineering services for the construction of the sewage collection trunk line. The system will be designed to accommodate at least all initial taps subscribing to the system, with an excess capacity to handle a reasonable number of additional taps.
- (b) To enter into a contract with a reputable contractor to construct the system and to assure themselves that said contractor carries Workmen's Compensation insurance and is otherwise qualified to construct said system.
- (c) To open one or more bank accounts in a banking institution insured by the Federal Deposit Insurance Corporation and to issue checks from any such accounts upon the signature of both of said agents.
- (d) To accept the construction of the system when completed upon approval of the engineer and the City of Grand Junction.
- (e) To enter into a contract with the City of Grand Junction with respect to the use of the trunk line installed by the F Road Sewer Association setting forth terms agreeable to said agents, including, but not limited to, the follows:
  - (i) The Association shall be deemed to have transferred all of its interest in the sewer trunk line to be installed to the City of Grand Junction upon completion of construction and use thereof.
  - (ii) The members of the Association shall consent to and do hereby agree to execute the power of attorney for annexation by the City of Grand Junction whenever the City should choose to seek such annexation.
  - (iii) The City of Grand Junction, upon completion of the system, accepts full ownership and responsibility for the system, including, but not limited to, the maintenance and operation.
  - (iv) For a period of five years from the transfer of this system to the City of Grand Junction, the City shall agree to prohibit new applicants, excepting members of this Association whose rights are provided for herein, from using said trunk line unless the applicants first pay, through the City, for each tap, the sum of \$500.00, to be paid to the original members of the Association. Any contributions shall be paid and distributed by the City to the original membership in the following percentages, to-wit:

<u>Name and Address</u>	<u>Percentage</u>
Carl A. Dewey 1219 North 7th Street Grand Junction, Colorado	12½%
Wilma A. Miller 2554 F Road Grand Junction, Colorado	25%
William F. Novinger Nettie A. Novinger 2558 F Road Grand Junction, Colorado	12½%
Daniel B. Ooley Inagene Ooley 2560 F Road Grand Junction, Colorado	12½%
Wesley R. Dixon Helen Dixon 2562 F Road Grand Junction, Colorado	37½%

9. The members of the Association acknowledge and agree that they shall execute and deliver to the City of Grand Junction such easement documents fully executed to allow the City full access to the sewer lines for construction inspection and maintenance of sewer lines after construction and give such easements in the name of the City as they may require to install said sewer line, and Wilma A. Miller shall further grant to Carl A. Dewey an adequate easement through her property for the one tap authorized for his use. The members further acknowledge that the cost of construction of the line from the trunk line to their individual residences, together with any monthly service charges which may be charged by the City of Grand Junction, shall be the expense of the members individually and not of the Association. It is the obligation of each member of the Association to provide the City of Grand Junction with their current addresses.

10. This Association shall continue in existence until such time as the sewer system to be constructed has been completed and shall be deemed then the property of the City of Grand Junction.

SIGNED the day and year first above written.

*Carl A. Dewey*

Carl A. Dewey

*Wilma A. Miller*

Wilma A. Miller

*William F. Novinger*

William F. Novinger

*Nettie A. Novinger*

Nettie A. Novinger

*Daniel B. Ooley*

Daniel B. Ooley

*Inagene Ooley*

Inagene Ooley

*Wesley R. Dixon*

Wesley R. Dixon

*Helen Dixon*

Helen Dixon

W. F. & N. A. Novinger

2945-034-00-057

Beginning 13 Rods West of the SE Corner of the  $W\frac{1}{2}$   $SW\frac{1}{4}$   $SE\frac{1}{4}$  of Section 3, T.1S,  
R.1W of the Ute Meridian;

Thence North 20 Rods

Thence West 7 Rods

Thence South 20 Rods

Thence East to BEGINNING.

Wesley & H. Dixon

2945-034-00-059

Beginning at the SE Corner  $W\frac{1}{2}$   $SW\frac{1}{4}$   $SE\frac{1}{4}$  Section 3, T.1S, R.1W of the Ute Meridian;

Thence North 24 Rods

Thence West 12 Rods

Thence South 4 Rods

Thence East 4 Rods

Thence South 20 Rods

Thence East 8 Rods to the BEGINNING. Except for Highway

Daniel B. & I. G. Ooley

2945-034-00-060

Beginning 8 Rods West of the SE Corner  $W\frac{1}{2}$   $SW\frac{1}{4}$   $SE\frac{1}{4}$  of Section 3, T.1S, R.1W of the Ute Meridian;

Thence North 20 Rods

Thence West 5 Rods

Thence South 20 Rods

Thence East To BEGINNING.

Wilma A. Miller

2945-034-00-146

Beginning 20 Rods West of the SE Corner  $W\frac{1}{2}$   $SW\frac{1}{4}$   $SE\frac{1}{4}$  of Section 3, T.1S, R.1W  
of the Ute Meridian;

Thence North 20 Rods

Thence West 20 Rods

Thence South 20 Rods

Thence East 20 Rods to BEGINNING. Except the West 30 feet.

Carl A. Dewey

2945-034-00-144

Beginning South 465 feet from the NE Corner  $W\frac{1}{2}$   $SW\frac{1}{4}$   $SE\frac{1}{4}$ , Section 3, T.1S,  
R.1W of the Ute Meridian;

Thence West 326 feet

Thence South 285 feet

Thence West 25 feet

Thence North 285 feet

Thence West 89 feet

Thence North 465 feet to the North Line  $SW\frac{1}{4}$   $SE\frac{1}{4}$ ; Thence West to the NW  
Corner  $SW\frac{1}{4}$   $SE\frac{1}{4}$ ; Thence South 80 Rods to the SW Corner  $SW\frac{1}{4}$   $SE\frac{1}{4}$ ;

Thence East 30 feet

Thence North 24 Rods

Thence East 630 feet

Thence North 459 feet to BEGINNING.