

GAL74SWR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: GALAXY SEWER ASSOCIATION GALAXY" AND MESA COUNTY SCHOOL DISTRICT 51

SUBJECT/PROJECT: AGREEMENT DATED JANUARY 15, 1974 BETWEEN GALAXY SEWER ASSOCIATION, THE CITY OF GRAND JUNCTION AND MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51 REGARDING CONSTRUCTION OF A SEWER LINE AT 26 1/2 ROAD AND GALAXY DRIVE IN MESA COUNTY

CITY DEPARTMENT: UTILITIES AND STREETS

YEAR: 1974

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 15th day of January, 1974, by and between GALAXY SEWER ASSOCIATION, hereinafter referred to as "Galaxy", the CITY OF GRAND JUNCTION, hereinafter referred to as "City", and MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51, hereinafter referred to as "District",

WITNESSETH:

WHEREAS, the District owns property located between 26 1/2 Road and Galaxy Drive in Mesa County, Colorado, which is presently without sewer service; and

WHEREAS, Galaxy intends to construct a sewer line in the general area in which the said property is located; and

WHEREAS, Galaxy and the City have entered into a contract by which Galaxy will transfer ownership of the sewer line it constructs to the City in return for the operation, maintenance and repair of the sewer line and other considerations.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The District shall pay to Galaxy the sum of \$10,000.
2. Galaxy will construct a sewer line to a mutually acceptable spot on the south boundary of the said property. The sewer line will be placed at such a point that with the installation of a pumping station on the District's property, the District or other users and owners of said property will be able to use the sewer line so constructed. The sewer lines constructed by Galaxy will terminate at the sewer line owned by the City on Horizon Drive.
3. Following the construction of the said sewer line and its acceptance by the City, Galaxy will transfer ownership and responsibility for all sewer lines constructed by Galaxy to the City. The City will accept such ownership and responsibility.

4. Subsequent to the transfer of ownership to the City, the City will permit the District to tap the sewer line in return for the regular plant investment fee chargeable to schools located outside of the boundaries of the City.

5. It is contemplated that the District will have to construct a lift station to use the sewer lines constructed by Galaxy. Should the District decide to construct such a lift station it will do so in accordance with specifications of the City. The lift station so constructed will belong to the City which may permit other users so long as those users do not interfere with the use of the District. At the time the lift station is constructed the District will give to the City an easement for operation and access by other users.

6. At its own expense the City will operate, maintain and repair all the sewer lines and installations constructed by Galaxy and specifically agrees to operate, repair and maintain at its own expense the contemplated lift station. The District shall pay no exera charge to the City for the operation, maintenance and repair of the lift station and will be charged by the City only the normal monthly service charges based upon its useage of the system. No charges will be made by the City for use of the system prior to the time when the District or other owner or user of the lift station shall tap the sewer line.

7. The sewer line to the District's property should be at least a six inch line.

8. In the event Galaxy does not undertake the construction of the sewer lines contemplated herein, this Agreement shall be of no force or effect and all funds heretofore paid shall be

returned to the District.

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

GALAXY SEWER ASSOCIATION.

By *[Signature]*  
Manager

By *[Signature]*  
Manager

CITY OF GRAND JUNCTION

By *[Signature]*  
City Manager

ATTEST:

*[Signature]*  
City Clerk

MESA COUNTY VALLEY SCHOOL DISTRICT NO. 51

By *[Signature]*  
Secretary

for City

A G R E E M E N T

THIS AGREEMENT Made and entered into this 15 day of January, 1974, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and the GALAXY SEWER ASSOCIATION, hereinafter referred to as "Galaxy", WITNESSETH:

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

WHEREAS, Galaxy wishes to construct a sewage collection system; and

WHEREAS, the City has sewage disposal facilities available.

BY MUTUAL COVENANTS HEREIN CONTAINED IT IS AGREED AS FOLLOWS:

1. Galaxy agrees to construct a sewage collection system to serve its members and to connect with 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, Galaxy will transfer full ownership and responsibility of the system to the City.

3. Galaxy shall obtain easements in the name of the City for the construction, repair and maintenance of the sewage collection system.

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

5. City agrees to accept full ownership and responsibility of the sewage collection system following its completion and transfer to the City such responsibility to include, but not be limited to the maintenance and repair of all lines and installations.

6. City agrees to permit Galaxy to use the easements obtained by Galaxy in the name of the City for the purpose of the construction of the system.

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

8. Each initial member of Galaxy shall be reimbursed as follows:

- A. For his capital contribution to Galaxy 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 five (5) 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 to Galaxy for each tap a sum equal to the initial contribution paid by the initial members of Galaxy to the Association for each tap.
- C. In the event that the initial members of Galaxy are not reimbursed by the charges to new users within the five (5) year period, City at that time will pay to Galaxy the remaining unreimbursed portion.
- D. Payments made by the City will be made directly to Galaxy and will be distributed to the initial members by the managers.

9. In the event Galaxy does not undertake the construction of the system, this agreement shall be of no force or effect.

IN WITNESS WHEREOF the parties have set their hands  
and seals this 15<sup>th</sup> day of January, 1974.

CITY OF GRAND JUNCTION

By

*Henry H. [Signature]*  
City Manager

ATTEST:

*Neva B. Lockhart*  
City Clerk

GALAXY SEWER ASSOCIATION

By

*[Signature]*  
Manager

By

*Hugh D. Wise*  
Manager

KNOW ALL MEN BY THESE PRESENTS: That GALAXY SEWER ASSOCIATION  
of the County of Mesa

in the State of Colorado, of the first part, for and in consideration of Ten Dollars and  
other considerations ----- Dollars,

to it in hand paid, at or before the ensembling or delivery of these presents by  
CITY OF GRAND JUNCTION of the County of Mesa

in the State of Colorado, of the second part, the receipt whereof is hereby acknowledged, has  
bargained and sold, and by these presents does grant and convey unto the said party of the  
second part, its executors, administrators, successors or assigns, the following property,  
goods and chattels, to wit:

All sewer lines and improvements constituting  
Galaxy Sewer Association.

located at

TO HAVE AND TO HOLD the same, unto the said party of the second part, its  
executors, administrators, successors or assigns, forever. And the said party of the first part,  
for itself, its heirs, executors, administrators, successors or assigns, cove-  
nant and agree to and with the said party of the second part, its executors,  
administrators, successors or assigns, to WARRANT AND DEFEND the sale of said property,  
goods and chattels, hereby made unto the said party of the second part, its executors,  
administrators, successors or assigns, against all and every person or persons whomsoever.

IN WITNESS WHEREOF, The party of the first part has hereunto set its  
hand and seal, this day of November, 1975.

Signed, sealed and delivered in the presence of

GALAXY SEWER ASSOCIATION  
By: [Signature] [SEAL]  
Hugh D. Wise [SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO)  
COUNTY OF MESA) SS.

The foregoing instrument was acknowledged before me this 5th  
day of November, 1975 by M. Gene Lenderman and Hugh D. Wise.  
My commission expires: 7/26/1978  
Jace Dringer  
Notary Public



File with  
Galaxy Sewer Association  
4531



City of Grand Junction, Colorado

October 27, 1975

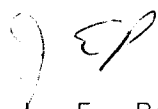
Mr. Hugh Wise, Manager  
Galaxy Sewer Association  
Suite 900, Valley Federal Plaza  
Grand Junction, Co. 81501

Dear Mr. Wise:

The City Engineer has informed me that the Galaxy Sewer Association has met all construction requirements of the contract with the City of Grand Junction dated January 15, 1974.

As specified in paragraph 5, the City now agrees to accept full ownership and responsibility of the sewage collection system upon transfer of such ownership to the City.

Yours truly,

  
J. E. Patterson, Jr.  
Utilities Director

JEP/hm

cc - Gerald Ashby, City Attorney ✓  
Rodger Young, City Engineer  
Neva Lockhart, City Clerk

GRAHAM AND DUFFORD  
ATTORNEYS AT LAW  
SUITE 900 VALLEY FEDERAL PLAZA  
P. O. BOX 2188  
GRAND JUNCTION, COLORADO 81501

AREA CODE 303  
TELEPHONE 242-4614

GEORGE S. GRAHAM  
D. J. DUFFORD  
H. K. WEBSTER  
G. DALE WILLIAMS  
HUGH D. WISE  
LAIRD T. MILBURN  
SAM P. LOCKARD  
JOHN R. KAPPA

November 5, 1975

Mr. Gerald Ashby  
City & County Attorney  
City Hall - 5th and Rood Avenue  
Grand Junction, Colorado 81501

Dear Gerry:

I enclose herewith a Bill of Sale for the Galaxy Sewer Association. This now transfers all ownership of the Association's lines to you.

We understand that you may have some funds in the City treasury that belong to the sewer association from a fee paid by Spomer. Could you please check into this matter for me.

Very truly yours,

GRAHAM & DUFFORD

By Hugh  
Hugh D. Wise

HDW/js  
Enc.