

MCC75SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	MCCOY COMPANY
SUBJECT/PROJECT:	SEWER AGREEMENT 2707 HIGHWAY 50
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1975
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 29 day of April 1975, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and ED. H. HONNEN CO., hereinafter referred to as MC COY CO.; WITNESSETH:

WHEREAS, McCoy Co. owns real property and place of business located in an area southeast of the City of Grand Junction; and

WHEREAS, the City has sewage treatment facilities available;

BY MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED AS FOLLOWS:

1. McCoy Co. agrees to construct a sewage collection system to serve the McCoy Co. place of business 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 and the State of Colorado Health Department.

2. Following the construction of the system and its approval by the City, McCoy Co. will transfer full ownership and responsibility of the system from the point of connection to the existing city system to the City.

3. McCoy Co. shall obtain an easement or permit in the name of the City for the construction, repair and maintenance of the sewage collection system from the State Highway Department and property owners which the proposed collection system crosses.

4. McCoy Co. agrees to execute a power of attorney designating the City Clerk as its attorney-in-fact to execute annexation petitions or to seek annexation to the City at such time as this may be possible. In addition, a power of attorney shall be obtained by the City from each additional property owner for each additional sewer tap that is requested by any person desiring to tap into the said collection system.

5. City agrees to accept full ownership and responsibility for the operation and maintenance of the sewage collection system following its completion and transfer to the City.

6. City agrees to permit McCoy Co. to use the easements or permits obtained by McCoy Co. in the name of the City for the purpose of the construction of the system.

7. McCoy Co. agrees, in addition to the construction and transfer of the collection system, to pay to the City the plant investment fee, inspection fee and monthly service charge for each service connection which the City charges for such service.

8. Design, engineering, inspection and certificate required by the City to be paid to Armstrong Engineering by McCoy Co.

9. In the event McCoy Co. 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 29 day of April, 1975.

CITY OF GRAND JUNCTION

By James E. Patterson  
Utilities Director

ED. H. BONNER CO.

By [Signature]

ATTEST:

Marion H. McCall  
Deputy City Clerk