

TER76SEW

TYPE OF RECORD: PERMANENT

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

NAME OF CONTRACTOR: TERRA DEL VISTA SEWER ASSOCIATION

SUBJECT/PROJECT: CONSTRUCTION OF SEWAGE COLLECTION
SYSTEM AND CONNECTION WITH THE TRUNKLINE INSTALLED BY 26
1/2 ROAD ASSOCIATION AND THE CITY'S SEWAGE COLLECTION AND
DISPOSAL SYSTEM

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1976

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

A G R E E M E N T

THIS AGREEMENT made and entered into this 7th day of JULY, 1976, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and the TERRA DEL VISTA SEWER ASSOCIATION, hereinafter referred to as the "Association"

W I T N E S S E T H:

WHEREAS, the Association is an unincorporated association consisting of a group of individuals wishing to develop an area north of the City of Grand Junction, and existing property owners in the area; 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 26 1/2 Road / ^{Association} 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 26 1/2 Road Association 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, operation, 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. No service shall be provided until and unless a Power of Attorney has been executed by the appropriate parties to designate the City Clerk as attorney-in-fact to petition the City for annexation of the property at such time as the City may determine.

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, which sums shall be paid in addition to such contribution.

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

- (a) For a portion or all of 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 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 first pay for such use a sum to be determined by the Association but not to exceed the cumulative amount that the initial members of the Association contributed in excess of \$1,050.00 for each tap.
- (c) It is understood and agreed that the Association will be using the trunklines installed by 26 1/2 Road Association and Galaxy joining the Horizon Drive line of the City of Grand Junction. It is also understood that 26 1/2 Road Association and Galaxy have been compensated by the Association for unlimited use of the trunklines.

- (d) It is understood that no additional taps will be allowed into the system nor any system will be allowed to connect to the initial system constructed by the Association without written approval of the City.
- (e) In the event that the initial members of the Association are not reimbursed by the charges to new users within the five (5) year period, the Association will not be entitled to any additional reimbursement.
- (f) Reimbursement payments made by additional users will be made directly to the Association and will be distributed to the initial members of the Association by the manager.

8. The trunkline installed by 26 1/2 Road Association 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 26 1/2 Road Association 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 26 1/2 Road Association system to adequately serve all of the potential users of the system installed by the 26 1/2 Road Association who might choose, in the future, to make application to the system installed by the 26 1/2 Road Association for service. The intent and purpose of this paragraph is to give the potential future users of the 26 1/2 Road Association system priority over any potential future users of the Association system should the trunkline be overburdened.

9. It is expressly understood that the Association is independent of the City except as is specifically provided otherwise herein, and the Association shall save and hold harmless the City from any claims or demands arising out of its operations hereunder in the construction of the system.

10. In the event that Association does not undertake the construction of the system within two (2) years of the date of this Agreement, this Agreement shall be of no force and effect.

IN WITNESS WHEREOF the parties have set their hands and seals this 7th day of July, 1976.

Attest:

CITY OF GRAND JUNCTION

By: James E. Wysocki
City Manager

Neva B. Lockhart
City Clerk

TERRA DEL VISTA SEWER ASSOCIATION

By: Stuart E. Seald