

CBW78SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	C.B.W. BUILDERS, INC.
SUBJECT/PROJECT:	CONSTRUCTION OF A SEWAGE COLLECTION LINE TO SERVICE THE FIVE LOTS IN 25 ROAD SUBDIVISION AND TO CONNECT WITH THE CITY'S LINES THROUGH WESTGATE PARK AND WESLO SUBDIVISION
CITY DEPARTMENT:	UTILITIES AND STREETS
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 C.B.W. Builders, Inc., hereinafter referred to as "C.B.W.",

WITNESSETH:

WHEREAS, C.B.W. owns property, platted as the 25 Road Subdivision, hereinafter referred to as the "Subdivision", which is located southwest of 25 Road and West Mesa Court; and,

WHEREAS, C.B.W. wishes to construct a sewage collection line to serve said Subdivision and to join the City's existing interceptor line on 25 1/2 Road through the lines being constructed through Westgate Park and Weslo Subdivisions; 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. C.B.W. agrees to construct a sewage collection line to service the five lots in the Subdivision, and to connect with the City's lines through Westgate Park and Weslo Subdivision. Such system shall be constructed in accordance with the engineering standards set by the City of Grand Junction, and C.B.W. 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, C.B.W. 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, C.B.W. 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. C.B.W. agrees and consents that he will consent to the annexation by the City of the property in 25 Road Sub-division, 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 25 Road 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, or as defined in Chapter 25 of the Grand Junction Code of Ordinances. 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 C.B.W. for the cost of the sewer line installation by C.B.W.; however, the City agrees not to allow any person or individual to use the system installed by C.B.W. for a period of five years after completion and the initial use thereof, without first reimbursing C.B.W. the sum of \$500.00 per tap until C.B.W. has been reimbursed to his stipulated cost base exclusive of or "tap fees" of \$1,050.00 per lot served by the system installed by C.B.W.

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

7. In the event that C.B.W. 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

By James E. Wysocki  
City Manager

ATTEST:

Reva B. Lockhart, CMC  
City Clerk

C.B.W. Builders, Inc.

By Warren E. Gardner  
Warren E. Gardner (Sec./Treas.)