

CBW79SEW

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: C.B.W. BUILDERS, INC.

SUBJECT/PROJECT: WHEREAS CBW BUILDERS IS THE OWNER OF A SEWERAGE SYSTEM PROVIDING SEWAGE REMOVAL FROM VINTAGE 70, BELLA VISTA ADDITION AND FAIRWAY PARK ADDITION AND DESIRES TO SELL TO THE CITY SUCH SYSTEM, THE CITY SHALL BE THE OWNER OF THE SYSTEM AND RESPONSIBLE FOR ITS OPERATION AND MAINTENANCE.

CITY DEPARTMENT: UTILITIES AND STREETS

YEAR: 1979

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

12

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this 21 day of December, 1979, by and between C.B.W. BUILDERS, INC., hereinafter "Builders", and the CITY OF GRAND JUNCTION, hereinafter "City",

WITNESSETH:

THAT WHEREAS, Builders is the owner of a sewerage system providing sewage removal from Vintage 70, Bella Vista Addition and Fairway Park Addition connecting with the City sewerage system on its Horizon Drive line; and

WHEREAS, it is the desire of Builders to sell to the City such system so that the City may own, operate and maintain the same under certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, IT IS AGREED:

1. The City, upon the execution of this Agreement, shall be the owner of the system and responsible for its operation and maintenance.
2. The City shall bill for the use of the system in accordance with the usual practices of the City as they are from time to time determined.
3. The value of the line, for the purposes of this Agreement, shall be the base price of \$17,500.00, as agreed upon in 1975, with interest compounded at 10%, with the present value, as of the date of Agreement being \$ 25,621.00. Builders is to be permitted to recover the balance of the cost of the line from tap charges to be made into the line. Nothing herein shall be construed to deny the City the right to make charges for such taps in addition to the cost of line charges, all in accordance with then City policy.
4. Access to the line for lands not in the City will require annexation powers-of-attorney prior to permission to pay onto the line.
5. The City shall not be liable for collection of the charges to be made for taps by Builders, but shall refer those seeking access

to the line to Builders. Charges made by Builders shall be fair and reasonable and equitable among the users being permitted access to the line. As monies are paid to Builders, an accounting shall be provided to the department of the City handling sewage treatment accounts.

6. Builders has a special relationship in furnishing sewer taps for the following described lots:

Lot 1, Block 2, Fairway Park
Lot 5, Block 1, Fairway Park
Lots 4 and 5, Block 1, Bella Vista, First Addition.

The City may authorize taps under whatever conditions it may require on said lots collecting therefor the plant amortization fee and any charge for the cost of a tap; provided, however, that the tap charge shall be billed by Builders as a part of the amortization of its expense in the construction of the sewerage system, which amount is determined to be \$2,479.00 for each lot. No additional charge for the line shall be made, but the monies shall be credited against the cost of the line.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Attest:

C.B.W. BUILDERS, INC.

Vicki K. Lusk

By:

Harold E. Jordan

Attest:

CITY OF GRAND JUNCTION

Neva B. Lockhart, CMC
City Clerk

By:

James E. Wyrick
City Manager