

RND77SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	ROUNDHILL SEWER ASSOCIATION
SUBJECT/PROJECT:	CONSTRUCTION OF A SEWAGE COLLECTION SYSTEM AND CITY SEWAGE COLLECTION AND DISPOSAL FACILITY FOR ROUND HILL SEWER ASSOCIATION
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1977
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT made and entered into this 3 day of August, 1977, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as the "City" and the ROUNDHILL 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;

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 GALAXY 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. The Association shall notify the City of its construction schedule, and the City shall make periodic inspections of the construction in progress. Following the completion of the construction, the Association shall notify the City and the City will make a final inspection of the system to determine if the construction complies with the City standards. If any corrections are necessary for the system to comply with City Standards, the Association shall make such corrections as necessary to bring the system into full compliance with City standards prior to any connection of a residence to the system. Also prior to connection of any residences to the system, the Association shall file with the City a reproducible mylar "as built" drawing of the system showing locations of the sewer line, manholes, taps or wye locations, easement locations, and a statement signed that the system has been tested with an

exfiltration or infiltration test and infiltration does not exceed 200 gallons per inch diameter per mile of pipe per day. This "as built" drawing shall bear the properly executed seal of a professional engineer, registered with the State of Colorado.

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.

The Association and each member thereof acknowledges 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 to the Association. At the time that any residence is taped onto the system, they shall pay the City plant investment in the amount of the plant investment fee at that time and begin the payment of the service charges to the City from that time forward.

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) That Lot 11 of Roundhill Subdivision pay to Association the net sum of \$1,575.00 at such time as tap is made to sewer line installed by Association, or by tap of any extension of said sewer system. The sum of \$1,575.00 shall be due and payable to Association with no time limitation and shall be paid prior to tap of sewer system, or tap of extension thereof. Said \$1,575.00 represents the exact sum which would now be assessed against Lot 11 of Roundhill Subdivision should present owner of Lot 11 now join the Association.

(c) 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. Lot 11 of Roundhill Subdivision excluded from time limitation as per provisions of (b) above

(d) It is understood and agreed that the Association will be using the trunklines installed by Galaxy joining the Horizon Drive line to the City of Grand Junction. It is also understood that Galaxy has been compensated by the Association for unlimited use of the trunklines.

(e) 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.

(f) 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, with exception of monies paid for sewer tap to serve Lot 11 of Roundhill Subdivison, which has not time limitation.

(g) 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. 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.

9. 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.

10. The City reserves the right to refuse service to any residences which may wish to connect to the system if the proposed connection would result in a overloading of the City treatment facilities or sewage outfall lines.

IN WITNESS WHEREOF the parties have set their hands and seals this 3 day of August, 1977.

CITY OF GRAND JUNCTION

BY: James E. Wyszocki
City Manager

Neva B. Lockhart
City Clerk

ROUNDHILL SEWER ASSOCIATION

BY: Paul D. Payne