

RDG77SEW

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	THE RIDGES METROPOLITAN DISTRICT
SUBJECT/PROJECT:	SEWER SERVICE AGREEMENT FOR THE RIDGES LETTER DATED JANUARY 22, 1974 FROM JAMES WYSOCKI TO RIDGES DEVELOPMENT CO. SUPPLEMENTAL AGREEMENTS DATED MARCH 25, 1980 AND MARCH 27, 1984
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1977
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

A G R E E M E N T

THIS AGREEMENT is made and entered into this 1 day of June, 1977, by and between THE RIDGES METROPOLITAN DISTRICT, hereinafter referred to as "The District", THE CITY OF GRAND JUNCTION, COLORADO, hereinafter referred to as "The City", and RIDGES DEVELOPMENT CORP., sometimes called Ridges Development Company, hereinafter called "The Company".

R E C I T A L S :

1. The District is the Assignee of the rights of The Company under the assigned agreement between Doreas/Fleisher/Pason Company and The City dated May 7, 1975, a copy of which is attached hereto as "Exhibit A", and as such assignment is reflected in that letter of December 23, 1976, attached as "Exhibit B".
2. The District is the Metropolitan District having sewer powers referred to in Exhibits A and B.
3. The parties hereto wish to confirm by this instrument the assignment of The Company's rights to The District, and The Company hereby assigns all of its rights of every nature arising out of Exhibits A and B unto The District.
4. The City and The Company hereby ratify and confirm the agreements set forth in Exhibits A and B, except that the ownership of the lines shall remain with the District so long as sewerage bonds of The District remain outstanding, however, The District will, upon request of The City, at such time as such bonded indebtedness of The District is paid in full, dedicate and convey all sewer lines in The District to The City. In the meantime, The District will make available to The City all rights-of-way, easements and other rights which may be desirable or necessary to The City to the extent the same are owned by The District in order to expedite and make possible the maintenance of such lines

in accord with Exhibits A and B and the agreements contained therein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Attest:

THE RIDGES METROPOLITAN DISTRICT

Charles H. Woodland

By

Wynn E. Jordan

Chair

Attest:

RIDGES DEVELOPMENT CORP.

Charles H. Woodland

By

William E. Foster

Pres

Attest:

THE CITY OF GRAND JUNCTION, COLORADO

Reva B. Lockhart

By

James E. Wyperski

Ridges
Development

File



City of Grand Junction, Colorado

December 23, 1976

Ridges Development Company
601 Valley Federal Plaza
Grand Junction, Colorado 81501

Gentlemen:

This letter will acknowledge that you are the successor in interest to that certain agreement dated the 7th day of May, 1975, between the City of Grand Junction and Doremus/Fleisher/Mason Company relative to the Ridges Subdivision. It is further acknowledged that pursuant to said agreement and the letter dated January 22, 1974, referred to therein, that you have elected and we have agreed that you are to construct a force-main outfall line from the Ridges boundary on Broadway to the existing force main on the west side of Grand Avenue bridge connecting to the City sewer plant. This force main is to be in accordance with specifications to be approved by the City. It shall include a pump station which shall be designed to service the Ridges Subdivision, but shall be also designed so that it may be expanded as may be necessary for future requirements by the City.

It is understood that the Ridges rights hereunder may be transferred to a municipal sewer or metropolitan district having sewer powers.

You shall pay to the City the sum of \$150.00 as sewer plant investment fee. It is understood that this fee may be raised in the future and you will pay the then current price at that time that any individual tap is added. We will bill your individual customers as you or your successor may direct from which we will retain the sum of \$4.10 or the then prevailing amount charged by the City for service outside the City limits. The remainder of the fee will be rebated to you or your successor. Such service charge shall include maintenance as well as sewerage treatment.

It is also understood that this matter will be presented to the City Council for its approval and concurrence. If this letter meets with your approval, please indicate by signing in the space provided below and returning a copy to us.

Yours truly,

James E. Wysocki
James E. Wysocki
City Manager

JW:jc

Approved:

RIDGES DEVELOPMENT COMPANY

By: *William E. Lott*

Case No. 9-4-80

SUPPLEMENTAL AGREEMENT

WHEREAS, Ridges Metropolitan District (the "District") is a special district organized and existing under the laws of the State of Colorado, and providing a sewage system to certain lands located within the County of Mesa (the "County"), State of Colorado; and

WHEREAS, the treatment of sewage from the District is provided for under an Agreement dated June 1, 1977, by and between the City of Grand Junction (the "City") and the District (the "Agreement"); and

WHEREAS, the District has, on March 25, 1980, adopted a resolution approving and accepting certain Joint Ordinances and Resolutions by and between the City and the County as they relate to the treatment of sewage;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Adoption of Sewer Rates. Those rates, as they are now or may hereafter be changed or modified, pursuant to the Joint Ordinances and Resolutions and the Joint Sewage Service Agreement, by and between the City and the County, adopted May 1, 1980, which are established for treatment of sewage within the City, are hereby adopted and shall apply in like manner to charges collected by the City for treatment of the sewage of the District, provided that nothing herein shall prevent the District from directing the City to collect any additional charges, rates, fees, or tolls of the District, as the District may determine.

2. Extension of Contract. The term of the Agreement is hereby extended so that the Agreement will remain in effect for the longer of the period of the present term of the Agreement, or a period of 30 years from the date hereof.

3. Intent of the District. It is the intent of the Board of Directors of the District, because the District provides a sewage system to lands located within the Grand Junction/Mesa County 201 Planning Area, to adopt those rates, tolls, fees and charges which are established to comply with Environmental Protection Agency (EPA)

requirements as to fair and equitable charges, and the EPA or any holder or holders of Mesa County, Colorado, Sewer Improvement Revenue Bonds, Series 1980A, or Mesa County, Colorado, Sewer Refunding Revenue Bonds, Series 1980B (together, the "Bonds"), may rely hereon as to that intent. Nothing herein is to be construed as a pledge of the credit of the District for payment of the Bonds.

4. Ratification, Approval and Confirmation. All action not inconsistent with the provisions of this Supplemental Agreement heretofore taken by the Board of Directors of the District or its officers and employees, or by the City Council or its officers or employees, directed toward adopting the rates established to comply with EPA requirements or extending the term of the Agreement, is hereby ratified, approved and confirmed.

5. Repealer. All prior acts, orders, resolutions, ordinances, agreements or parts thereof, of the Board of Directors of the District or the City Council in conflict with this Supplemental Agreement are hereby repealed, except that this repealer shall not be construed to revive any such act, order, resolution, or part thereof heretofore repealed.

6. Effective Upon Passage. This Supplemental Agreement shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 22nd day of July, 1980.

RIDGES METROPOLITAN

DISTRICT

Wesley E. Gardner
President
Board of Directors

(DISTRICT)
(SEAL)

ATTEST:

Mary Lou Bobnet
~~Secretary~~ Assistant Secretary/Treasurer
Board of Directors

ADOPTED AND APPROVED this 3 day of September, 1980.

CITY OF GRAND JUNCTION

Jane S. Quinlan
Mayor

(SEAL)

Neva B. Lockhart, CMC
City Clerk

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AMENDMENT TO SEWER SERVICE AGREEMENT

THIS AMENDMENT TO SEWER SERVICE AGREEMENT, made and entered into this 20 day of August, 1980, by and between the CITY OF GRAND JUNCTION, hereinafter referred to as "City", and THE RIDGES METROPOLITAN DISTRICT, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the City entered into a Sewer Service Agreement dated May 7, 1975, by and between Doremus/Fleisher/Mason Company providing for the treatment of sewage effluent from property now commonly known as "The Ridges" in the Redlands area of Mesa County, Colorado.

WHEREAS, the District succeeded to the interest in and to said Agreement of Doremus/Fleisher/Mason Company.

WHEREAS, it is now the mutual desire of the parties hereto to amend the original Sewer Service Agreement.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows.

1. The original Sewer Service Agreement dated May 7, 1975, shall be and is hereby amended to include the following three parcels of land, all of which are contiguous to the original area included in said Agreement, to-wit:

PARCEL A - BELLA PAGO

Beginning at the NE Corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 1 South, Range 1 West of the Ute Meridian, thence South 87°35'07" East along the North line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21 a distance of 1067.61 feet, thence South 18°00'17" East 1260.62 feet, thence South 54°16'21" West 230.25 feet to the SW Corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 21, thence South 07°14'50" East 161.77 feet, thence South 34°55'16" West 249.88 feet, thence along the arc of a curve to the right whose radius is 332.96 feet and whose long chord bears South 46°45'16" West 136.56 feet, thence South 58°35'15" West 249.81 feet, thence along the arc of a curve to the right whose radius is 591.00 feet and whose long chord bears South 65°31'46" West 142.86 feet, thence South 72°28'15" West 209.82 feet, thence along the arc of a curve to the right whose radius is

135.83 feet and whose long chord bears North 82°31'45" West 114.81 feet, thence North 57°31'45" West 149.92 feet, thence along the arc of a curve to the right whose radius is 128.77 feet and whose long chord bears North 31°31'45" West 112.91 feet, thence along the arc of a curve to the left whose radius is 50.00 feet and whose long chord bears North 20°16'22" West 98.23 feet, thence North 64°07'34" West 328.35 feet, thence North 02°26'55" East 243.34 feet to the SW Corner of the NE¼NW¼ of said Section 21, thence continuing North 02°26'55" East 1338.83 feet to the point of beginning; Mesa County, Colorado.

PARCEL B - PORTER PROPERTY

A tract of land located in a part of the SE¼ of Section 17, Township 1 South, Range 1 West of the Ute Meridian, being more particularly described as follows:

Beginning at the S¼ Corner of said Section 17, thence North 00°17'01" West along the west line of the SW¼SE¼ of said Section 17 a distance of 763.18 feet, thence North 89°42'59" East 300.00 feet, thence North 00°17'01" West 350.00 feet, thence South 89°42'59" West 275.00 feet, thence North 00°17'01" West 197.87 feet to a point on the North line of the S¼SE¼ of said Section 17, thence South 89°59'12" East along said North line of the S¼SE¼ of Section 17 a distance of 852.70 feet, thence North 03°30'14" East 199.99 feet, thence North 83°54'44" East 343.35 feet, thence South 60°13'49" East 371.13 feet, thence North 20°00'48" East 451.00 feet, thence North 52°19'12" West 111.43 feet, thence North 07°52'48" East 88.78 feet, thence South 52°19'12" East 88.78 feet, thence South 37°40'48" West 8.14 feet, thence South 51°16'12" East 635.71 feet, thence South 69°41'12" East 187.25 feet, thence South 50°03'15" East 259.01 feet, thence South 64°47'00" East 63.38 feet to a point on the East line of the SE¼SE¼ of said Section 17, thence South 00°06'14" West along said east line of the SE¼SE¼ of Section 17 a distance of 1233.54 feet to the SE Corner of said Section 17, thence North 89°50'28" West along the South line of the SE¼SE¼ of said Section 17 a distance of 1297.34 feet to the SW Corner of the SE¼SE¼ of said Section 17, thence North 89°49'09" West along the South line of the SW¼SE¼ of said Section 17 a distance of 1318.50 feet to the point of beginning, containing 85 acres, more or less; Mesa County, Colorado.

PARCEL C - DIXON PROPERTY

Commencing at the NE Corner of the NW¼NE¼ of Section 20, Township 1 South, Range 1 West of the Ute Meridian, thence North 89°49'09" West along the North line of the NW¼NE¼ of said Section 20 a distance of 479.75 feet to the true point of beginning, thence South 23°50'19" West 1290.95 feet, thence North 66°50'49" West 678.51 feet, thence North 25°49'09" West 432.05 feet, thence North 52°44'09" West 145.90 feet, thence South 23°21'51" West 120.62 feet, thence South 89°25'51" West 185.13 feet, thence North 23°21'51" East 600.00 feet to a point on the North line of the NW¼ of said Section 20, thence North 89°53'15" East along said North line of the NW¼ of Section 20 a distance of 606.17 feet to the N¼ Corner of said Section 20, thence South 89°49'09" East 838.75 feet to the true point of beginning, containing 27.89 acres; Mesa County, Colorado.

2. In the event at any time in the future additional parcels of real estate are annexed into The Ridges Metropolitan District, any such parcels will automatically be included and be subject to the Sewer Service Agreement dated May 7, 1975, as amended herein. Upon said annexation, any such parcels of real estate shall be subject to all the terms and conditions of the Sewer Service Agreement dated May 7, 1975, and to the terms of this Amendment to Sewer Service Agreement, in the same manner as if included in said Agreements from their inception. It is further agreed, however, that no additional parcels of real estate shall be annexed into The Ridges Metropolitan District unless the design service loading for the District's sewage transport system is fully adequate to handle the contemplated additional effluent, and that the transport system of the District is not exceeded because of the inclusion of any such annexations.

3. It is mutually agreed between the parties hereto that the foregoing described Parcels A, B and C are hereby incorporated as a part of the original Sewer Service Agreement dated May 7, 1975, said properties being subject to the obligations and entitled to the benefits as set forth in said original agreement, in the same manner as if included in said original agreement from its inception.

4. All other terms and conditions of the original Sewer Service Agreement dated May 7, 1975, are hereby fully ratified by the parties hereto, except as amended by this agreement.

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

CITY OF GRAND JUNCTION

By: *Donald B. Cumby*

Donald B. Cumby
PRESIDENT OF THE CITY COUNCIL

ATTEST: *Mary B. Lockhart, CMC*

Mary B. Lockhart, CMC
THE RIDGES METROPOLITAN DISTRICT

ATTEST: *William E. Ford*

Secretary

By: *Walter E. Gardner*

Chairman

SUPPLEMENTAL
SEWER SERVICE AGREEMENT

WHEREAS, the RIDGES METROPOLITAN DISTRICT ("District") is a special district organized and existing under the laws of the State of Colorado, and providing a sewage system to certain lands within the County of Mesa ("County") State of Colorado, and within the Persigo Wastewater Treatment Plant 201 Service Area; and

WHEREAS, the collection and treatment of sewage from the District by the City of Grand Junction ("City") as Manager/Operator of the regional wastewater system for the Persigo service area is provided for by Agreement dated JUNE 1 19~~84~~⁷⁷, and as supplemented by Agreement dated _____ 1984; and

WHEREAS, the District has on MARCH 27 1984 adopted a Resolution numbered 3-27-84 approving, adopting, and incorporating the Industrial Pretreatment Ordinance passed by the Grand Junction City Council on January 4, 1984; and

WHEREAS, said Resolution provides for delegation to the City of administrative and enforcement power concerning the District's pretreatment program;

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Delegation of Pretreatment Powers. The District hereby delegates to the City, and the City hereby accepts, joint administrative, managerial, and enforcement authority concerning the District pretreatment program as applied to industrial users of the City's and County's regional wastewater system. The City will act as the District's agent in pretreatment matters to the extent necessary to allow direct regulatory and health-related control by the City over industrial users within the District.

2. Intent of the District. It is the intent of the Board of Directors of the District to authorize the City to act as its agent in pretreatment matters so as to enable the City and County to comply with all federal and state grant and discharge permit requirements applicable to the City and the Persigo 201 Service Area.

3. Intent of the City. It is the intent of the City Council to exercise this authority on behalf of the District, other connector districts, the County, and all users of the regional wastewater system so as to cooperatively administer a uniform, and non-discriminatory pretreatment program encompassing the

entire Persigo 201 Service Area consistent with all state and federal requirements.

4. Term of Contract. The term of this Agreement shall extend for thirty years, or until the underlying sewer service agreements are terminated, whichever occurs sooner.

5. Repealer. All prior acts, orders, resolutions, ordinances, agreements or parts thereof, of the Board of Directors of the District or the City Council in conflict with this Supplemental Sewer Service Agreement are hereby repealed, except that this repealer shall not be construed to revive any such act, order, resolution, or part thereof heretofore repealed.

6. Effective Upon Passage. This Supplemental Sewer Service Agreement shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 27TH day of MARCH, 1984.

(DISTRICT)
(SEAL)

THE RIDGES METROPOLITAN District

By/s/ Marjorie A. Garneau

Name MARJORIE GARNEAU
President, Board of Directors

ATTEST:

James D. Rush

Secretary, Board of Directors
JAMES RUSH

ADOPTED AND APPROVED this 18 day of April, 1984.

(CITY)
(SEAL)
(ATTEST:

CITY OF GRAND JUNCTION, CO

By/s/ _____

Name Paul Trues
President of the Council

Theresa J. Martney
Deputy City Clerk

RESOLUTION NO. 3-27-84

A RESOLUTION OF THE RIDGES METROPOLITAN
DISTRICT ESTABLISHING AN INDUSTRIAL PRETREATMENT PROGRAM BY
CONCURRENCE IN AND ADOPTION OF THE CITY OF GRAND JUNCTION'S
PROGRAM, AND PROVIDING FOR DELEGATION OF PROGRAM ADMINISTRA-
TION AND ENFORCEMENT AUTHORITY TO THE CITY IN ORDER TO COMPLY
WITH APPLICABLE FEDERAL AND STATE WATER QUALITY REQUIREMENTS.

WHEREAS, THE RIDGES METROPOLITAN DISTRICT
is a special district providing a sewerage system in a portion of the County
of Mesa, Colorado; and

WHEREAS, the transmission and treatment of sewage from the District is
provided by the City of Grand Junction as Manager/Operator of the City's and
County's regional wastewater treatment system; and

WHEREAS, Clean Water Act grant requirements and state NPDES discharge
permit conditions require the wastewater plant owners and managers to possess
and exercise direct physical and legally enforceable control over industrial
users concerning pretreatment of industrial wastes; and

WHEREAS, in order to accomplish this goal each connecting special Sanita-
tion District within the Persigo 201 Service Area must adopt uniform pretreat-
ment program and contractually authorize the Plant Manager/Operator to enforce
that program on the District's behalf; and

WHEREAS, the City has submitted to the District a copy of its Ordinance
adopting a pretreatment program, marked as Exhibit A and incorporated herein
by reference, and has requested the District to concur in, approve, and adopt
that program or one parallel to it, and to delegate program authority to the
City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF _____

THE RIDGES METROPOLITAN DISTRICT :

1. The District Board of Directors, having fully examined said City
Ordinance, and having considered the federal and state pretreatment require-
ments imposed on the treatment plant Manager/Operator does hereby concur in,
approve and adopt the City of Grand Junction's Industrial Pretreatment
Ordinance found in Article X of Chapter 25 of the City Code of Ordinances,
as it appears in Exhibit A. Said ordinance shall hereupon be effective as
the District rules and regulations concerning industrial pretreatment. Penalties,
fines, and remedies for violation of any of the District's pretreatment rules
and regulations shall be as provided for in Exhibit A.

2. Except as the Board of the District may otherwise contract, the District shall retain all jurisdiction and autonomy over the District and its collection system.

PASSED and ADOPTED this 27TH day of MARCH, 1984.

By /s/ Marjorie A. Garneau
Name MARJORIE GARNEAU
President of the Board

(DISTRICT)

(SEAL)

ATTEST:

James D. Rush

Secretary

JAMES RUSH