

Mike Kelly
DIST. NO. 1
Rick Enstrom
DIST. NO. 2
MAXINE ALBERS
DIST. NO. 3

OFFICE OF
BOARD OF COUNTY COMMISSIONERS
MESA COUNTY

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ATTORNEY
Ted Ford
COUNTY ADMINISTRATOR

P.O. BOX 897
GRAND JUNCTION, COLORADO 81502

November 20, 1980

Board of County Commissioners
Mesa County, Colorado
Grand Junction, Colorado 81501

Tallmadge, Tallmadge, Wallace
& Hahn, P.C.
717 Seventeenth Street, #2400
Denver, Colorado 80202

City Council
City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501

DeMuth, Kemp & Backus
1600 Western Federal Savings Bldg.
718 Seventeenth Street
Denver, Colorado 80202

Boettcher & Company
828 Seventeenth Street
Denver, Colorado 80202

Re: Mesa County, Colorado
Sewer Revenue Bonds
Dated November 1, 1980 - \$8,225,000.00

Ladies and Gentlemen:

As counsel for the City of Grand Junction, Colorado (the "City") and for Mesa County, Colorado (the "County"), and in connection with the issuance on this date by the County of its \$7,420,000 Sewer Improvement Revenue Bonds, Series 1980A and \$805,000 Sewer Refunding Revenue Bonds, Series 1980B (collectively, the "Bonds"), I have examined the following:

(i) The Joint Ordinance and Resolution of the City and the County, dated March 5, 1980, relating to the regulation and use of public and private sewage collection, treatment and discharge and provision of charges therefor in connection with a joint sewer system (the "Joint System") which is to include the present wastewater collection and treatment system of the City, as well as other properties and facilities.

(ii) The Joint Ordinance and Resolution of the City and the County dated March 5, 1980 establishing the procedures for determining industrial cost recovery charges for users of the Joint System.

(iii) A Joint Sewerage Service Agreement, dated May 1, 1980, as amended, by and between the City and County, providing for participation by the City and County in the planning, acquisition, construction, management and funding of required improvements and expansions in providing the Joint System

(iv) Resolutions of the Orchard Mesa Sanitation District, Ridges Metropolitan District, Central Grand Valley Sanitation District, and the Fruitvale Water and Sanitation District (the

"Districts") accepting and approving those portions of the aforementioned Joint Ordinances and Resolutions as such portions apply to the treatment of sewage and to the operation of the wastewater collection system of the Districts.

(v) The following agreements by and between the Districts separately and the City, including amendments thereof and supplements thereto entered into before July 1, 1980, relating to the treatment of sewage by the City and rates, tolls, fees and charges collected therefor from the Districts by the City (the "District Agreements").

A. An Agreement between the City and Central Grand Valley Sanitation District, dated November 4, 1970.

B. An Agreement between the City and the Ridges Metropolitan District, dated July 1, 1977.

C. An Agreement, dated September 28, 1959, between the City and Fruitvale Water and Sanitation District.

D. An Agreement, dated November 19, 1975, between the City and Orchard Mesa Sanitation District.

(vi) Supplemental agreements, by and between each of the Districts separately and the City, adopted and approved by the City on the 3rd day of September, 1980, following adoption and approval separately by each of the Districts, which Supplemental agreements adopt the rates established by the aforementioned Joint Sewerage Service Agreement, and extend the period of the District Agreements (the "Supplemental District Agreements").

(vii) The Final Official Statement, dated November 13, 1980, provided in connection with the issuance by the County of the Bonds.

(viii) Such other documents and matters of fact and law as I deemed reasonably necessary to the expression of the conclusions set forth herein.

Based upon the foregoing, I am of the opinion that:

1. The Joint Sewerage Service Agreement, as amended, constitutes a valid and legally binding obligation of the City and the County, enforceable against the City and the County according to its terms.

2. The District Agreements and Supplemental District Agreements constitute valid and legally binding obligations of the City, enforceable against the City according to their terms, requiring the City to collect those rates, tolls, fees and charges established for and the same as rates, tolls, fees and charges collected for like services within the City. Such rates, tolls,

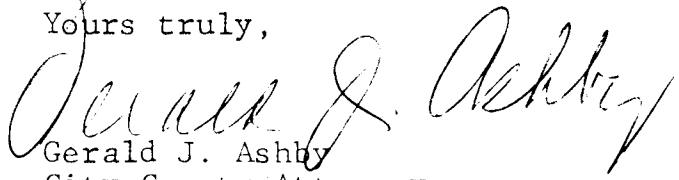
fees and charges shall be exclusive of additional charges which the Districts may, from time to time, direct the City to collect for District purposes.

3. Rates, tolls, fees and charges established under the District Agreements and the Supplemental Agreements, are required to comply with Environmental Protection Agency requirements as to fair and equitable charges.

4. I know of no legal or government proceedings, pending or threatened, or a basis therefor, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of any of the terms and provisions of the Joint Sewerage Service Agreement.

5. Based upon my examination of the Final Official Statement, nothing has come to my attention which would lead me to believe that the Final Official Statement either makes an untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Yours truly,



Gerald J. Ashby
City-County Attorney

GJA:jc