

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into this _____ day of _____, 1978, by and between the CITY OF GRAND JUNCTION and the COUNTY OF MESA.

Goals

The Grand Junction City Council and the Mesa County Commissioners agree to cooperate in the design, construction and operation of a sewerage treatment facility that will serve all users within what has been designated as the 201 area.

It is further agreed that service will be available to all users within this area on an equal basis and that such service will be provided in the most efficient and economical manner possible, and in conformance with zoning regulations and the Comprehensive Plan.

In order to achieve the above goals, the following policies and procedures will be observed:

1. The title to the facility will be held jointly in the name of the City of Grand Junction and the County of Mesa.

2. The County shall have full authority to determine when an area outside the corporate limits of the City and within the 201 area is eligible for service. When such eligibility has been determined, service shall be extended into the area as expeditiously as possible. If the proposed service area is within 2 miles of City limits, the County Commissioners will consult with the City Council.

→ 3. Treatment charges will be the same for all users based upon a single-family equivalent formula to be agreed upon by the City and the County.

3(a). Plant investment fees will be based on cost of the treatment plant and interceptor lines.

3(b). Cost of extensions or collection systems which include tap fees to serve a specific neighborhood or community will

be divided among the users of that community. (These figures will determine an assessment by district or other method of retiring the debt.)

3(c). Fees must be set to cover all costs of plant operation.

4. In the event that problems arise as to the level of services provided, manner of operation and maintenance or other matters of policy, the City Council and the County Commissioners shall resolve the problems by mutual agreement.

5. The City will act in the capacity of manager and will utilize the experience and expertise of its staff to insure a continued high quality of service to all users.

6. In addition to its other responsibilities, the City staff shall be responsible for following through on the design and construction of the treatment plant, the sale of revenue bonds, billing and collection of all fees and charges. The County Commissioners shall be provided with a progress report during the design and construction phases and an accounting of all expenses incurred and revenue received at such intervals as may be agreed upon.

7. When bonds are issued, they will be issued in an amount sufficient to reimburse the City and the County for money spent on engineering work (front-end expenses) prior to bonds being issued.

8. This Memorandum of Agreement shall be subject to review by the governing bodies at intervals of not more than five (5) years and may be amended or revised by mutual agreement at any time.

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

Attest:

CITY OF GRAND JUNCTION

By: _____

COUNTY OF MESA

By: _____

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By: _____

COUNTY OF MESA

By: _____

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested
Yes No

Date
11/21/78

To: ~~(From)~~ Ron Rish From: ~~(To)~~ Ron Ruskey

Re: Assumptions/Criteria for 5-10 Year Expansion

In response to your memo of October 30, 1978, asking for clarification of certain criteria/assumptions, I offer the following:

1. City Population Growth

According to planning projections, the County is experiencing a 12% per annum average in population growth. Within eight (8) to nine (9) years, the County should double its present population. Utilizing this information to project population growth, and using a City base population of 30,000 and 70,000 for the County, the population is projected to approximate 60,000 and 140,000, respectively, in 8 years.

Another factor which you may wish to consider pertinent to the population growth is building permits. Presently, the per annum increase for building permits is approximately 25%.

2. Ownership of Landfill?

It is expected the City will relinquish ownership and operation of the landfill. Based on discussions to date, the County will retain ownership and contract the landfill operation.

3. Ownership of Sewage Treatment Plant and Collection System?

The City and the County will jointly own the sewage treatment plant and the River Road interceptor. The City will continue to operate the plant. There can be expected a definite increase or expansion of collection system.

4. City/Ute Water System Interface?

Assume that there will be no interfacing of water systems between the City and Ute. There will continue to be two separate systems with neither acquiring all or any part of the other's system.

5. City Limit Change? Direction of Annexation?

For the next 5 to 10 years, it is projected that annexations will occur primarily to the Northeast, Northwest, East and Southeast.

According to planning staff, the directions of annexation are as follows:

CITY OF GRAND JUNCTION, COLORADO

MEMORANDUM

Reply Requested
 Yes No

Date
11/21/78

To: (~~From~~) Ron Rish From: (~~To~~) Ron Ruskey

Starting at the northern most property boundary of the airport authority at 27 Road:

- (1) Go East along airport property to 27 1/4 Road, then South to Interstate 70, then East to 30 Road, then South to D Road, then West to 29 Road, then South to B Road, then West to 28 1/2 Road, then Northwest along Highway 50.
- (2) Go West and South along airport property to I Road, then South along the canal to 27 Road, South on 27 1/2 Road to approximately H 1/2 Road, then West to 26 1/2 Road, then South on 26 1/2 Road to H Road, then West along H Road to 26 Road, then South along 26 Road to the Interstate and then West along the Interstate to 22 Road and Highway 50, then Southeast along Highway 50 to 25 1/2 Road.

6. New Service Programs or Deletion of Service Programs?

As you are aware, as a community changes in size, appearance and people, so does its expectation of services. At the minimum, expect the existing level of service and the continuation of existing services/programs. However, as the population increases, one would expect the demand for service to follow. In projecting your space needs, be aware to expand by equipment and manpower.

7. Major Policy Changes.

In cooperation with No. 6, it is expected no major shift in emphasis regarding any systems/services. Do however expect the same level and quality of service.

8. Possible Schematics.

In developing a schematic of space needs and/or building design for a central garage or shops, please consider the following alternatives:

- 1) include purchasing, central stores and printing;
- 2) include parks and recreation shops/garage;
- 3) include engineering or
- 4) relocate engineering into old county jail building with necessary modifications;
- 5) combination of the above.

Of course, these are not engraved in stone. Please feel free to discuss this with me. In fact, it may be worthwhile to discuss this with those who are receiving copies. They may possibly recognize changes which differ with those above which could significantly affect city services and required space needs concerning Public Works and Utilities.

cc: Jim Wysocki, Jim Patterson, Duane Jensen

Quane Jensen

M E M O R A N D U M

November 21, 1978

To: Valley Wide Sewer Advisory Committee
From: Jim Patterson, Secretary
Valley Wide Sewer Advisory Committee

As you probably know, the Mesa County Commissioners and the Grand Junction City Council were sent a resolution from the Valley Wide Sewer Advisory Committee recommending that the County own the new sewage treatment plant and that the City operate it. This was actually the second choice of the committee; the first choice being a Metropolitan District. Modifications in the state statutes are needed before the Metro District can become a reality, thus the recommendation of the second choice.

In considering the resolution of the Valley Wide Sewer Advisory Committee and methods of implementing it, both the County Commissioners and the City Council recognized difficulties that such an arrangement would produce in relation to their overall responsibilities and goals. As a result the Commissioners and Council have developed an agreement for joint ownership of the facility with the City operating it. The agreement, as I see it, is actually closer to the first choice of the Valley Wide Sewer Advisory Committee in that the plant will be jointly owned by the City and County. Actually, I believe that this agreement provides for an easier transition into the Metro District concept provided that the state statute is revised and it is the desire of the City and County to pursue that concept.

I am enclosing a copy of the agreement for your review and information as requested by Chairman Howard Roland.

Enclosure

Jim Patterson