

WHT 11/11/9/12
LPA 8-5-5
MSB 11/11/9/11
LAL MK 9/20
-TT-

August 28, 1979

Colorado Department of Health
4210 East 11th Avenue
Denver, CO 80220

Attention: Mr. Jonathan Love

Re: Grand Junction/Mesa County WWTP
HDR Project 734510

Gentlemen:

We have received your letter of August 22, 1979 with comments on the flow equalization concept presented in our letter of August 9, 1979.

We wish to offer the following information to clarify the concerns stated in your letter.

1. Sizing criteria for the River Road Interceptor Sewer is included in the Step III EPA Federal Grant Application and Supporting Documents dated August 1979 which is in your office for review. This criteria indicates the peak dry weather flows, sewer size and capacity requirements for the design year of 2000.

We wish to emphasize that the River Road Interceptor Sewer is not sized to carry wet weather flows under ultimate design conditions. We agree that the use of the River Road Interceptor to carry storm flows to the new treatment plant will be on the short term basis only. We are in the process of quantifying the combined sewer flows and storm water overflows and will present to you as soon as available.

2. We agree that the primary storm flow bypass point should be at the existing plant site.

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AUG 30 1979

OFFICE OF THE ATTORNEY GENERAL
REGION VIII

3. The new plant design capacity is based on dry weather flows. Projected wastewater flows for the service area are presented in the Predesign Report dated August 1977 and indicate the total average day flow for the treatment plant design year (1990) is 12.433 MGD. Analysis of peak flows also indicate that the dry weather peak flow factor would be 2.20 for the River Road Interceptor. The treatment plant capacity has not been increased substantially to accommodate wet weather flows. The grit removal units would be enlarged from two (2) 18'-0" units to two (2) 20'-0" units. All other treatment plant components would remain the same size. The flow equalization basin would initially provide storm water storage capacity; however, as dry weather flows increase, the basin capacity would be gradually dedicated to equalizing daily dry weather peak flows. We feel that good design practices suggest an emergency overflow be provided at the proposed flow equalization basins.

In conclusion, the proposed flow equalization basins could provide short term storm water storage and reduce untreated storm water overflows until permanent solutions are determined. The proposed flow equalization basins will also provide interim treatment capacity until the new plant is available. The River Road Interceptor would convey storm flows to the new plant site on a short term basis. As dry weather flows increase, the ability to convey storm flows would diminish and other solutions to the combined sewer system and storm flow bypass situation must be implemented in the future.

We attach copies of the pertinent design criteria on the River Road Interceptor.

We will contact you as soon as information is available on our analysis of storm flow bypasses.

Very truly yours,

HENNINGSON, DURHAM & RICHARDSON, INC.
OF COLORADO

By _____
Pete Heye, P.E.

PH/jb

cc: Clty of Grand Junction
Dick Bowman
Bob Shankland, EPA
William Hormberg, EPA

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _____ day of _____, 1979, by and between the COUNTY OF MESA, COLORADO, hereinafter "County", and the CITY OF GRAND JUNCTION, hereinafter "City",

R E C I T A L S:

A. The City of Grand Junction maintains its own facilities for the treatment of sewage and has, for many years, treated the sewage from areas around the City. These now include the lands within the Central Grand Valley Sewage District, the Fruitvale Sewage District, the West Orchard Mesa Sewage District and the Ridges Metropolitan District. In addition the City treats sewage from certain areas without the City, the sewage being from areas not within special service districts, but in which annexation commitments are made for the consideration of being permitted to be within the City system. At the present time, there remains outstanding revenue bonds in the amount of \$ _____ as a charge against the system of the City with call upon the revenues of that system for the retirement of those bonds.

B. The Grand Junction 201 Plan for wastewater treatment requires a new wastewater treatment plant, with abandonment of the old plant, and includes, as major parts of the Plan, the River Road interceptor to run from the old wastewater treatment plant of the City of Grand Junction to the new plant, completion of the Paradise Hills interceptor, and three interceptors into the River Road line, or the new plant, all coming from the Redlands area. There is a possibility that an interim plant may also have to be completed as a part of the project until the completion of the new wastewater treatment plant.

C. The City and the County have determined that the best interest of the community will be served by the County getting into wastewater treatment to provide some, or all, of the facilities necessary beyond the present condition. The City and County

to comply with state and federal requirements

have further determined that the funding for the further required improvements will be done through the issuance of revenue bonds.

In the event ^{Anticipated} Federal funding is ^{not obtained for} ~~lost on~~ the project ^{by} ~~for whatever~~ reason, there will be a reconsideration of this Agreement.

NOW, THEREFORE, TO DETERMINE THE RELATIONSHIP OF THE PARTIES, HOW AND BY WHOM THE BONDS WILL BE ISSUED AND HOW THE REVENUES WILL BE GENERATED FOR THE RETIREMENT OF THOSE BONDS, IT IS UNDERSTOOD AND AGREED:

1. The parties will, cooperatively, use their best efforts toward the completion of the plant and the interceptors and interceptor connections. ^(Somewhat different for Par 10 W W)

2. [↓] The revenue bonds to provide ^{Proved. of the} ~~the~~ funding for the portion of the costs of the facilities and lines to be born by ^{both} ~~the~~ local entity ~~will be issued by the County~~. The amount of the bonds shall include such sum as is necessary to ^{refund} ~~effectively retire~~ the present ^{City Sewer revenue} ~~indebtedness~~ ^{to eliminate certain earlier commitments} ~~against the City facilities~~, as that sum ^{deducting the present revenue to those bonds} ~~represents (what) and the removal of the indebtedness is imperative to free revenues necessary to retire the new issue~~. The bond issue shall also include amounts which will

(City amounts expended to here on this project)

3. The County will have ownership [?] ~~(and control)~~ over the wastewater treatment plant and River Road and Redlands Interceptors. The City shall have original ownership of the Paradise Hills interceptor.

4. To provide for orderly growth, in accordance with the Master Plan ^{connection to any other} of the County and the City, ~~development~~ within two miles of the City limits of the City of Grand Junction will occur only through arranging for sewage treatment through the City - either through annexation or through powers of attorney to accomplish annexation in the future, as possible. As annexations occur, the ownership ~~and control~~ of sewerage lines ^{within the} will ~~pass~~ to the City.

The City utility department shall

Combined County and City Sewer System

as a single system. ⁵ Operation and maintenance ~~of~~ the County portion of the facilities ~~will be~~ through contract with the City, with the ~~total~~ ^{owned by the County will be operated and maintained} costs of such operation and maintenance ~~to~~ ^{all of} be charged, as appropriate, to ^{will} the users of the system.

6. The City utilities department shall prepare and submit to the Board of County Commissioners and the City Council recommended user charges, tap fees and plant investment fees to be charged within the system. Such charges or fees shall be uniform for those similarly situated within the system so that all are treated fairly. The Board and the Council shall approve such charges and fees before they become effective. Nothing in this determination shall prevent entities such as the City, County or one of the special districts or organizations providing sewerage systems within a neighborhood from charging, in addition to the charges and fees mentioned, such additional charges or fees to accomplish an effective sewerage system within their communities and under the laws covering their activities, *except that the law is not intended to allow the City to charge more than the rate established by the Board of County Commissioners.*

7. All revenues from the system (not inclusive of additional charges required by the City, County, special districts or community system) shall be pledged first to the payment of the bonds and interest for construction and thereafter to operation and maintenance of the facilities contemplated hereunder *all as now fully provided in the resolution authorizing the bonds.*

8. An interim wastewater treatment plant may be required to provide for treatment prior to that time the permanent plant will provide for the best possible continued utilization of it, or parts of it, after the completion of the main plant. The determination as to its operation and construction will be as is contemplated herein for the operation and construction of the other facilities referred to herein.

9. The ~~agreement~~ ^{operation of the sewer system} will be reviewed annually to determine the success or failure of the arrangement with particular emphasis on the question of areas of interest and construction of the other facilities referred to herein.

binding for the City and County

10. The City utilities department will act with the engineer in control of the construction of the phases of the project. Change orders not exceeding \$50,000.00 may be approved by the City staff without the approval of the Board of the County or the Council of the City. Amounts over that amount shall have ~~such~~ approval of *both the city & county*

11. It is contemplated that the Valley-Wide Sewer Committee will be of continuing advice in the area of this agreement as within the balance of the valley area.

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C. The City and the County have determined that the best interest of the community will be served by the County getting into wastewater treatment to provide some, or all, of the facilities necessary beyond the present condition. The City and County

have further determined that the funding for the further required improvements will be done through the issuance of revenue bonds. In the event Federal funding is lost on the project for whatever reason, there will be a reconsideration of this Agreement.

NOW, THEREFORE, TO DETERMINE THE RELATIONSHIP OF THE PARTIES, HOW AND BY WHOM THE BONDS WILL BE ISSUED AND HOW THE REVENUES WILL BE GENERATED FOR THE RETIREMENT OF THOSE BONDS, IT IS UNDERSTOOD AND AGREED:

1. The parties will, cooperatively, use their best efforts toward the completion of the plant and the interceptors and interceptor connections.

2. The revenue bonds to provide the funding for the portion of the costs of the facilities and lines to be born by the local entity will be issued by the County. The amount of the bonds shall include such sum as is necessary to effectively retire the present indebtedness against the City facilities, as that sum represents (what) and the removal of the indebtedness is imperative to free revenues necessary to retire the new issue. The bond issue shall also include amounts which will

(City amounts expended to here on this project)

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