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**CITY COUNCIL AGENDA
WEDNESDAY, JUNE 15, 2022
250 NORTH 5TH STREET - AUDITORIUM
[VIRTUAL MEETING](#) - [LIVE STREAMED](#)
BROADCAST ON CABLE CHANNEL 191
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming July as Parks & Recreation Month in the City of Grand Junction

Proclaiming Juneteenth in the City of Grand Junction

Citizen Comments

Individuals may comment regarding items scheduled on the Consent Agenda and items not specifically scheduled on the agenda. This time may be used to address City Council about items that were discussed at a previous City Council Workshop.

Citizens have four options for providing Citizen Comments: 1) in person during the meeting, 2) virtually during the meeting (registration required), 3) via phone by leaving a message at 970-244-1504 until noon on Wednesday, June 15, 2022 or 4) submitting comments [online](#) until noon on Wednesday, June 15, 2022 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Council Reports

CONSENT AGENDA

The Consent Agenda includes items that are considered routine and will be approved by a single motion. Items on the Consent Agenda will not be discussed by City Council, unless an item is removed for individual consideration.

1. Approval of Minutes

- a. Minutes of the June 1, 2022 Special Meeting
- b. Minutes of the June 1, 2022 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed below.

- a. Quasi-judicial
 - i. Introduction of an Ordinance to Rezone 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340) in the Redlands and Setting a Public Hearing for July 6, 2022
 - ii. A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the If Land Annexation of 19.77 Acres, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Hearing for July 20, 2022
 - iii. Introduction of an Ordinance Rezoning Approximately 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) Located at the Northeast Corner of Horizon Drive and Hilaria Avenue and Setting a Public Hearing for July 6, 2022
 - iv. An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc. and Setting a Public Hearing for July 6, 2022
- b. Legislative
 - i. An Ordinance Concerning the 2022 Salary of the City Manager and Setting a Public Hearing for July 6, 2022

3. Resolutions

- a. A Resolution Issuing a Revocable Permit to Allow Encroachment of a Fire Escape Located within the East-West Alley on the North Side of Property Located at 464 Main Street (Dalby-Wendland Building) Requested by TIL Construction, LLC

- b. A Resolution to Authorize \$4.3 Million Loan Contract with the Colorado Water Conservation Board for the Carson Dam Rehabilitation Project
- c. A Resolution to Authorize a \$3.2 Million Loan Contract with the Colorado Water Conservation Board for the Kannah Creek Flow Line Project
- d. A Resolution to Adopt Procedures for Filling a Council Vacancy

REGULAR AGENDA

If any item is removed from the Consent Agenda by City Council, it will be considered here.

4. Public Hearings

- a. Legislative
 - i. Consider Funding Allocations for the 2022 Community Development Block Grant (CDBG) Program Year, and Set a Public Hearing for Adoption of the 2022 Annual Action Plan for July 20, 2022
 - ii. An Ordinance Amending the Grand Junction Municipal Code Regarding Forestry Board Appointments

5. Non-Scheduled Citizens & Visitors

This is the opportunity for individuals to speak to City Council about items on tonight's agenda and time may be used to address City Council about items that were discussed at a previous City Council Workshop.

6. Other Business

7. Adjournment



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** parks and recreation programs are an integral part of communities throughout this country, including the City of Grand Junction; and
- Whereas,** our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens and contributing to the economic and environmental well-being of a community and region; and
- Whereas,** parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and
- Whereas,** parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and
- Whereas,** parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and
- Whereas,** our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and
- Whereas,** the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of July, 2022 as

"Parks and Recreation Month"

in the City of Grand Junction and call upon all citizens to recognize and promote parks and recreation in our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of June, 2022.

A handwritten signature in black ink, appearing to read "Anna Stout".

Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and
- Whereas,** word about the signing of the Emancipation Proclamation was delayed some two-and one-half years, to June 19, 1865, in reaching authorities and African-Americans specifically in Texas and Southwestern United States; and
- Whereas,** Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and
- Whereas,** June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and
- Whereas,** the annual Juneteenth celebration in the City of Grand Junction will take place on June 18, 2022.

NOW, THEREFORE, I, Anna Stout, Council President of the City of Grand Junction do hereby proclaim June 19, 2022 as

"Juneteenth"

in the City of Grand Junction and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 15th day of June, 2022.

A handwritten signature in black ink, appearing to be "Anna Stout", written over a horizontal line.

Mayor

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE SPECIAL MEETING
City Hall Administration Conference Room**

June 1, 2022

Call to Order

Council President Stout called the Special Meeting of the Grand Junction City Council to order at 4:38 p.m. on the 1st day of June 2022. Those present were Councilmembers Chuck McDaniel, Phillip Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart and Council President Anna Stout. Councilmember Abe Herman was absent.

Also present was City Manager Greg Caton.

Executive Session

Councilmember Taggart moved and Councilmember Pe'a seconded to convene in EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO C.R.S. 24-6-402(4)(f)(1) OF THE OPEN MEETINGS LAW RELATIVE TO A CITY COUNCIL EMPLOYEE, SPECIFICALLY THE CITY MANAGER. THE CITY MANAGER HAS NOT REQUESTED DISCUSSION IN OPEN SESSION

AND

AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS UNDER AND PURSUANT TO SECTION 24-6-402(4)(f)(1) C.R.S. OF THE OPEN MEETINGS LAW RELATIVE TO A CITY COUNCIL EMPLOYEE, SPECIFICALLY THE CITY ATTORNEY. THE CITY ATTORNEY HAS NOT REQUESTED DISCUSSION IN OPEN SESSION.

City Manager Greg Caton was excused, and City Attorney John Shaver entered between the two Executive Session topics.

Council President Stout called for a recess at 5:28 p.m. to commence the City Council Regular Meeting scheduled to begin at 5:30 p.m. in the auditorium.

Council President Stout reconvened the Special Meeting at 8:05 p.m.

Upon completion of the Executive Sessions, Councilmember Pe'a moved and Councilmember Simpson seconded to return to open session in the City Hall Administration Conference Room.

Adjournment

There being no further business to come before City Council, the meeting adjourned at 8:45 p.m.

Amy Phillips, CMC
City Clerk



GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

June 1, 2022

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 1st day of June 2022 at 5:33 p.m. Those present were Councilmembers Chuck McDaniel, Phillip Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, and Council President Anna Stout. Councilmember Abe Herman was absent.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Deputy City Clerk Janet Harrell, Public Works Director Trent Prall, Senior Planner Jace Hochwalt, and Community Development Director Tamra Allen.

Council President Stout called the meeting to order. Colorado Mesa University student Angelina Hunter led those present in the Pledge of Allegiance, followed by a moment of silence.

Presentations

Presentation of Appreciation Plaque to Outgoing President of the Council/Mayor Chuck McDaniel

Council President Stout presented former Mayor Chuck McDaniel with a plaque recognizing him for his service.

Proclamations

Proclaiming June as Immigrant Heritage Month in the City of Grand Junction

Councilmember Pe'a read the proclamation. Emily McConnell, Head of Adult Learning for Mesa County Public Libraries accepted the proclamation.

Proclaiming May 30th – June 3rd as The Week of Service and Understanding in the City of Grand Junction

Council President Stout read the proclamation. Ben Carin accepted the proclamation.

Citizen Comments

Bruce Lohmiller spoke about immigration and housing issues.

Ed Kowalski expressed concern that communities are not safe.

Eric Neiderkruger spoke about public camping by the houseless community.

Brian Masters asked Council to provide guidance for community outreach.

City Manager Report

City Manager Caton welcomed new City Clerk Amy Phillips and announced Fire Station #3 is now open.

Council Reports

Councilmember McDaniel attended the Grand Junction Housing Authority meeting and noted construction is beginning on the new Grand Junction High School.

Councilmember Simpson encouraged citizens to ride Grand Valley Transit.

Council President Stout said she and Parks and Recreation Director Ken Sherbenou presented to the Department of Local Affairs in support of a grant request for the Dos Rios Project, spoke at two local graduation ceremonies and represented the City at the JUCO (Junior College World Series) Banquet.

CONSENT AGENDA

Councilmember Simpson requested item 4.c. be removed.

Councilmember Simpson moved and Councilmember Pe'a seconded to adopt Consent Agenda items #1 - #5 excluding item #4.c. Motion carried by unanimous voice vote.

1. Approval of Minutes

- a. Summary of the May 16, 2022 Workshop
- b. Minutes of the May 18, 2022 Regular Meeting

2. Set Public Hearings

- a. Legislative
 - i. An Ordinance Amending the Grand Junction Municipal Code Regarding Forestry Board Appointments and Setting a Public Hearing for June 15, 2022
 - ii. An Ordinance Approving the Assessable Cost of the Improvements Made in and for Alley Improvement District No. ST-21 and Setting a Public Hearing for July 6, 2022

3. Continue Public Hearings

- a. An Ordinance Rezoning 2.17 Acres from R-4 (Residential 4 du/ac) to R-8 (Residential 8 du/ac) Located at 2730 B Road – ***Continued to July 6, 2022***

4. Procurements

- a. Construction Contract for the Tiara Rado Force-main Replacement Project
- b. Contract for Street Maintenance – 2022 Asphalt Overlay Project
- c. Contract Approval for Chip Seal Road Oil – 2022 – **Moved to the Regular Agenda**

5. Resolutions

- a. A Resolution Declaring Intent to Create Alley Improvement District No. ST-22 and Setting a Public Hearing for July 6, 2022
- b. A Resolution Accepting the Dedication by Quit Claim Deed of Four County Tax Lien Properties from Mesa County Consisting of 4.06 Acres Available for City Ownership
- c. A Resolution to Appoint a Cannabis Authority Hearing Officer and Rescind Resolution No. 40-22

REGULAR AGENDA

Contract Approval for Chip Seal Road Oil – 2022 – Moved from the Consent Agenda

Staff addressed concerns expressed regarding the three-year renewal provision. Councilmember Reitz moved and Councilmember Pe'a seconded to approve the contract for Chip Seal Road Oil – 2022. Motion carried by roll call vote with Councilmember Simpson voting no.

Public Hearing for Two Ordinances to Amend the Grand Junction Municipal Code to establish a) Truck Routes and b) Regulate Compression Brakes

The City identified and recommended truck routes with a map designating primary and secondary routes being available to the public in print and online. The proposed ordinance would allow for the designation and enforcement of truck routes allowing law enforcement to cite a driver for driving a truck in a non-designated area without proper reasoning and/or documentation. Local deliveries would be exempt. The other proposed

ordinance will prohibit compression (aka Jake) brakes. Both ordinances will amend the Grand Junction Municipal Code (GJMC).

Public Works Director Trent Prall presented this item.

Conversation ensued regarding signage for the compression brake prohibition, and exemptions of the truck routes ordinance.

The public hearing opened at 6:21 p.m.

Brian Masters cautioned implementing new laws when some current laws aren't being enforced.

Samuel Jones expressed concerns with the usage of compression brakes on the road behind his home.

Ed Kowalski expressed support for the ordinances.

The public hearing closed at 6:28 p.m.

Councilmember Pe'a moved and Councilmember Taggart seconded to adopt Ordinance No. 5074, an ordinance to amend the Grand Junction Municipal Code to establish truck routes on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Councilmember Pe'a moved and Councilmember Simpson seconded to adopt Ordinance No. 5075, an ordinance to amend the Grand Junction Municipal Code to regulate compression brakes on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

An Ordinance Amending Sections 10.04.020 and 10.04.1412(1) and Adding Section 10.04.1412.5 to the Grand Junction Municipal Code Pertaining to Traffic Related Definitions and the Operation of Bicycles and Other Low Speed Conveyances and Pedestrians Approaching Controlled Intersections

House Bill 22-1028 which was signed by Governor Polis on April 13, 2022, regulates persons approaching controlled intersections who are not operating motor vehicles and allows most of such persons to pass through a stop sign controlled intersection without stopping, if after slowing to a reasonable speed and yielding the right-of-way if required, such persons may proceed cautiously through the intersection. In addition, the Bill further provides that such persons shall stop at any illuminated red traffic signal before entering the intersection and after stopping and yielding the right-of-way, such persons may cautiously proceed in the same direction of travel through the intersection or may make a right turn. If the traffic signal is illuminated, such persons shall not proceed through the intersection or turn right if an oncoming vehicle is turning or preparing to turn left in front of such persons. This ordinance will amend Grand Junction Municipal Code Section 10.04.1412 to reflect and incorporate the provisions of the Bill.

City Attorney John Shaver presented this item.

Comments were made regarding the need to educate our community on this ordinance.

The public hearing opened at 6:38 p.m.

There were no public comments.

The public hearing closed at 6:38 p.m.

Councilmember Taggert moved and Councilmember Reitz seconded to adopt Ordinance No. 5076, an ordinance to amend Sections 10.04.020 and 10.04.1412(1) and add Section 10.04.1412.5 to the Grand Junction Municipal Code pertaining to traffic related definitions and the operation of bicycles and other low speed conveyances and pedestrians approaching controlled intersections on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

A Resolution Entering into Two Intergovernmental Agreements with the West Junction Metropolitan District Regarding Construction and Maintenance of Improvements Associated with a 177-Acre Mixed-Use Development Situated to the Northwest of Highway 6 and 50 and Patterson Road Intersection and South of G Road

In August of 2020, City Council conditionally approved the West Junction Metropolitan District Service Plan ("Service Plan"). The condition of Service Plan approval was the agreement and execution of one or more Intergovernmental Agreements (IGA's) describing the improvements and responsibilities of the City of Grand Junction ("City") and the West Junction Metropolitan District ("District"). The District presented two IGA's to the City. The first IGA sets forth the obligations of, and benefits to, the City and the District in relation to maintenance activities associated with public improvements located within and adjacent to the Service Area as outlined in the Service Plan. The second IGA defines and describes roadway construction and financing mechanisms between the City and the District as it specifically pertains to rights-of-way within and adjacent to the District boundaries.

Senior Planner Jace Hochwalt presented this item.

Ted Steers, Stewart Moore, and Joan Fritsche presented on behalf of the applicant.

Conversation ensued regarding Transportation Capacity Payments (TCP) as it applies to this development, potential future affordable housing proposals of that area, whether cost efficiencies are passed on to the purchaser, and the availability of model homes.

The public hearing opened at 7:08 p.m.

Brian Masters expressed concern with the lack of affordable housing.

Pookah Campbell stated the need for affordable housing.
The public hearing closed at 7:12 p.m.

Conversation resumed regarding the West Junction Metropolitan District being a lawful Title 32 Special District, and TCP payments in association to the IGA's.

Councilmember Reitz moved and Councilmember Pe'a seconded to adopt Resolution No. 47-22, a resolution entering into two intergovernmental agreements with the West Junction Metropolitan District regarding the construction and ongoing maintenance of public improvements associated with the future development within and adjacent to the District boundaries. Motion carried by roll call vote with Councilmember Simpson voting no.

Council took a break at 7:23 p.m.

Council reconvened at 7:29 p.m.

A Resolution Adopting the Grand Junction Housing Goal

Staff began work in late December 2020 with Root Policy Research ("Root"), a Colorado consultancy with extensive experience in the housing field, on the Grand Valley Housing Needs Assessment (HNA). This was Phase 1 of the project, completed in May 2021. The assessment included data collection, a community-wide survey and a series of focus group meetings with key stakeholders. Phase 2 of the project was to develop a Housing Strategy report which outlined strategies tailored to address needs identified in the HNA. The Housing Strategy was adopted by City Council at its October 6, 2021 meeting. Since then, City Council, Staff and the ad hoc housing coalition has continued to work with Root to address the Council's adopted strategies.

Specific to this agenda item is Strategy 2: Adopt a local affordable housing goal. The City Council discussed this strategy and related goals and definitions at the May 2, 2022 Workshop. A resolution, proposed to be adopted, has been drafted to reflect the Council's direction during the workshop.

Community Development Director Tamra Allen presented this item.

Comments were made regarding the need for strategies to accomplish the housing goal, setting a goal to move forward with more to come in the future, and pipeline supply of affordable housing.

The public hearing opened at 7:45 p.m.

Bill Wade said the goal should be set before creating the strategies.

The public hearing closed at 7:46 p.m.

Councilmember Reitz moved and Councilmember Taggart seconded to adopt Resolution No. 48-22, a resolution adopting the Grand Junction Housing Goal and defining Affordable and Attainable. Motion carried by unanimous roll call vote.

Non-Scheduled Citizens & Visitors

Ed Kowalski spoke of the importance of knowledge.

Stephania Vasconez spoke of her experience observing a camp cleanup.

Other Business

There was none.

Adjournment

The meeting adjourned at 7:52 p.m.



Amy Phillips, CMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: June 15, 2022
Presented By: Scott Peterson, Senior Planner
Department: Community Development
Submitted By: Scott Peterson, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance to Rezone 15.34 Acres from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac), Located at 2370 Broadway (Highway 340) in the Redlands and Setting a Public Hearing for July 6, 2022

RECOMMENDATION:

The Planning Commission heard this item at its May 24, 2022 meeting and voted (4-0) to recommend a denial of the request. Pursuant to Section 21.02.210(e) of the GJMC, an affirmative vote of five members of the City Council is required to approve a rezone recommended for denial by the Planning Commission.

EXECUTIVE SUMMARY:

The Applicant, Kettle Capital, LLC, is requesting a rezone from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for a parcel of land totaling 15.34 acres located at 2370 Broadway (Highway 340) in the Redlands in anticipation of future residential subdivision development. The requested R-5 zone district would be consistent with the Comprehensive Plan Land Use Map designation of Residential Low, if approved.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The subject property is situated north of Broadway (Highway 340) and southwest of Scenic Elementary School and currently contains one (1) single-family detached home. The property was annexed into the City limits in 2005 as part of the Sycamore Creek Annexation No. 2 with an assigned zone district of R-2 (Residential – 2 du/ac). The applicant is seeking a change in zoning that implements the 2020 Grand Junction Comprehensive Plan and also in preparation for future residential subdivision development. The current City zoning for the property of R-2 (Residential - 2 du/ac) is

not consistent with, nor implements, the adopted Comprehensive Plan designation of Residential Low.

The purpose of the R-5 (Residential – 5 du/ac) zone district is to provide for medium-density detached and attached dwellings and multi-family in areas where large-lot development is discouraged and adequate public facilities and services are available. R-5 supports the Comprehensive Plan's principals of concentrating urban growth and reinforcing community centers. A mix of dwelling types is allowed in this district.

The request for a rezone anticipates future subdivision and development on the property. The Applicant seeks to develop a residential subdivision with a density range between 3 – 5.5 dwelling units an acre (R-5 zone district). Understanding that the Comprehensive Plan designation of Residential Low adopted in 2020 promotes growth through infill, the future land use requires an excess of two (2) dwelling units per acre and a maximum of 5.5 dwelling units per acre through the use of allowable zone districts, such as the R-4 (Residential – 4 du/ac) or the R-5 (Residential – 5 du/ac) zone district. The current zone district of R-2 (Residential – 2 du/ac) does not implement this goal, as the maximum permitted density is two (2) dwelling units per acre. The R-4 (Residential – 4 du/ac) zone district allows a minimum density of two (2) dwelling units an acre while the proposed R-5 (Residential – 5 du/ac) zone district has a minimum density requirement of three (3) units per acre that aligns well with and implements the land use designation of Residential Low.

In addition to the R-5 (Residential – 5 du/ac) zoning requested by the applicant, the following zone districts would also be consistent with the Comprehensive Plan designations of Residential Low (2 – 5.5 du/ac):

- a. R-4 (Residential – 4 du/ac)
- b. CSR (Community Services and Recreation)

In reviewing the other zoning district options for implementing the Residential Low land use designation, the CSR zone district also allows single-family detached development but at a minimum of 1-dwelling unit per acre. Given the applicant's intent to build single-family residential homes, the R-4 or R-5 zone districts are the only zone districts able to implement the land use designation of Residential Low. The applicant has requested the R-5 zone district.

The existing properties adjacent to the subject property are all zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, with a future land use designation of Residential Low.

This area of the Redlands is anticipated to be changing in the coming years with the recent approval of the Redlands 360 Planned Development residential project located less than a mile from the applicant's property. With that proposed development, it could add over 1,700 +/- homes to the area over the next 25 years.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting via Zoom regarding the proposed rezone request was held on March 15, 2022, in accordance with Section 21.02.080(e) of the Zoning and Development Code. The applicant's representative and City staff were in attendance along with over 10 citizens. A presentation of the rezone request to R-5 was made by the applicant's representative. Those in attendance expressed concerns regarding traffic impacts to Broadway (Highway 340) and increased residential density in the area.

Notice was completed consistent with the provisions in Section 21.02.080(g) of the Zoning and Development Code. The subject property was posted with a new application sign on April 1, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on May 12, 2022. The notice of this public hearing was published May 17, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

The criteria for review are set forth in Section 21.02.140(a) of the Zoning and Development Code, which provides that the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan and must meet one or more of the following rezone criteria as identified:

- (1) Subsequent events have invalidated the original premises and findings; and/or

The existing property is currently zoned R-2, (Residential – 2 du/ac). At the time of annexation of the property in 2005, the Residential Low category of the adopted 1996 Growth Plan had a maximum density of two (2) dwelling units an acre and therefore the property was zoned as appropriate, R-2 (Residential – 2 du/ac). While the property owner could still develop under the R-2 zone district, they have requested a rezone to increase the residential density consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from Residential Low (.5 – 2 du/ac) under the then adopted 2010 Comprehensive Plan to Residential Low (2 – 5.5 du/ac). This change in land use densities now requires a minimum of two (2) dwelling units per acre to a maximum of 5.5 dwelling units per acre. Therefore, the current zoning of R-2 is not in compliance with the 2020 Future Land Use designation of Residential Low. Therefore, staff finds that this criterion is met.

- (2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The existing residential adjacent properties surrounding the applicant's property are currently zoned RSF-4 (Residential Single Family – 4 du/ac) within Mesa County jurisdiction, which would be in compliance with the Comprehensive Plan Future Land Use map designation of Residential Low, if developed at that density. The applicant's property is requested to be rezoned to R-5 which would also be in compliance with the Residential Low designation of the Comprehensive Plan. The character of the area has

not changed as no new residential subdivision development has taken place within the near vicinity at this time. Therefore, staff finds that this criterion has not been met at this time.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Adequate public and community facilities and services are available near or to the property and are sufficient to serve land uses associated with the proposed R-5 zone district. Public sanitary sewer service, Ute Water domestic water service, Xcel Energy electrical and gas service are available near or to the site. Transportation infrastructure is also adequate to serve development of the type and scope associated with the R-5 zone district. At this point, the Colorado Department of Transportation (CDOT) does not have any comments concerning the rezone, but at time of subdivision development, an access permit for connection to Highway 340 and a traffic impact study will be required. The City Fire Department also expressed no concern with providing service for the additional density proposed by the rezone.

The property is also within two (2) miles of a medical clinic, retail sales areas and a grocery store. Scenic Elementary School is also adjacent to the property. Therefore, staff finds that this criterion is met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

There is currently an inadequate supply of suitably designated land located within the Redlands in this area that is zoned R-5. The applicant has requested a rezone to increase the residential density to be consistent with the adopted 2020 Comprehensive Plan Future Land Use Map, which increased the density from a half/acre lot to a maximum of two (2) dwelling units an acre under the 2010 Comprehensive Plan to a proposed residential density as allowed under the proposed R-5 zone district between 3 to 5.5 dwelling units an acre. The current zoning of R-2 is not in compliance with the existing Future Land Use designation. The 2020 Comprehensive Plan promotes infill development for existing parcels of land that wish to develop to allow for additional densities to aid in the avoidance of leapfrog and sprawl development. Therefore, Staff finds this criterion to be met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The requested zone district of R-5 will provide an opportunity for housing within a range of density that is consistent with the Comprehensive Plan in this area to meet the needs of a growing community. The property currently contains one (1) single family house. By rezoning the property to R-5 which is compliance with the 2020 Comprehensive Plan Future Land Use Map and developing at a minimum of three (3) dwelling units per acre, will provide for additional opportunities for housing to be constructed at a higher

density. The community and area will also benefit from the potential for development of currently vacant parcels of land and underutilized site, adjacent to an existing elementary school and nearby commercial services along the Broadway/Highway 340 corridor that, should it develop, will be required to meet current code standards for such subdivision improvements and other on-site improvements. Therefore, Staff finds this criterion to be met.

In addition to the above criteria, the City may rezone property if the proposed changes are consistent with the vision, goals, and policies of the Comprehensive Plan.

Implementing the Comprehensive Plan. The proposed rezone to R-5 (Residential – 5 du/ac) implements the following Plan principles, goals, and policies of the Comprehensive Plan:

- Plan Principle 3: *Responsible and Managed Growth*
 - o Goal: Support fiscally responsible growth...that promote a compact pattern of growth...and encourage the efficient use of land.
 - o Goal: Encourage infill and redevelopment to leverage existing infrastructure.
 - o The proposed rezone will provide for a higher density of development as allowed under the Comprehensive Plan nestled into an existing area where infrastructure is near or already available to the site.
- Plan Principle 5: *Strong Neighborhoods and Housing Choices*
 - o Goal: Promote more opportunities for housing choices that meets the needs of people of all ages, abilities, and incomes.
 - o The R-5 (Residential – 5 du/ac) allows for flexibility in the type of housing units that can be built per the Zoning & Development Code, allowing for both single-family attached and detached living units. With this ability, it becomes easier to add diversity to the City's housing stock.
- Plan Principle 6: *Efficient and Connected Transportation*
 - o Goal: Encourage the use of transit, bicycling, walking, and other forms of transportation.
 - o The subject property is located adjacent to Broadway/Highway 340 and is less than 2-miles to existing and future commercial business located along the Broadway/Highway 340 corridor. Scenic Elementary School is also located adjacent to the property, within walking distance of the proposed residential development.
- Plan Principle 8: *Resource Stewardship*
 - o Goal: Promote the use of sustainable development.
 - o Plan Principle 8 encourages thoughtful planning as it relates to the natural resources and development occurring in the city. It promotes sustainable development through the concentration of development in areas that maximize existing infrastructure, which is already near or available on the site of the proposed rezone.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the 2370 Broadway Rezone request from R-2 (Residential - 2 du/ac) to R-5 (Residential – 5 du/ac) for the property located at 2370 Broadway in the Redlands, the following findings of facts have been made:

- 1) The request has met one or more of the criteria in Section 21.02.140 of the Zoning and Development Code.
- 2) The request is consistent with the vision (intent), goals, and policies of the Comprehensive Plan.

Therefore, Staff recommended approval of the request. The Planning Commission recommended denial of the rezone request to R-5 after concerns were expressed by members of the neighborhood who testified during the public hearing that the proposed request added too much density. The Planning Commission also expressed concerns that R-5 allowed for multi-family.

FISCAL IMPACT:

This land use request does not have any direct fiscal impact.

SUGGESTED MOTION:

I move to introduce an ordinance for a Rezone from R-2 (Residential - 2 du/ac) to R-5 (Residential - 5 du/ac) for a parcel of land totaling 15.34 acres located at 2370 Broadway (Highway 340) in the Redlands and set a public hearing for July 6, 2022.

Attachments

1. Development Application dated March 18, 2022
2. Site Location, Aerial & Zoning Map, Etc.
3. Correspondence Received from the Public
4. ORD-2370 Broadway 060722

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For:

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation

Existing Zoning

Proposed Land Use Designation

Proposed Zoning

Property Information

Site Location:

Site Acreage:

Site Tax No(s):

Site Zoning:

Project Description:

Property Owner Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Representative Information

Name:

Street Address:

City/State/Zip:

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application



Date

Signature of Legal Property Owner



Date

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Kettle Capital LLC ("Entity") is the owner of the following property:

(b) 2370 Broadway, Grand Junction, CO 81507

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Managing Partner for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone and Major Subdivision Application

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) N/A

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

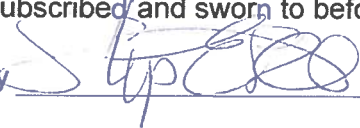
Printed name of person signing: Matt Ketellapper

State of Colorado)

County of Mesa) ss.

STEPHEN EDWARD SWINDELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204036690
My Commission Expires October 21, 2024

Subscribed and sworn to before me on this 18 day of March, 2022

by  Matt Ketellapper

Witness my hand and seal.

My Notary Commission expires on 10/21/24


Notary Public Signature



State Documentary Fee
Date: February 25, 2022
\$130.00

General Warranty Deed
(Pursuant to C.R.S. 38-30-113(1)(a))

Grantor(s), **HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**, whose street address is **2370 BROADWAY, GRAND JUNCTION, CO 81507**, City or Town of **GRAND JUNCTION**, County of **Mesa** and State of **Colorado**, for the consideration of **(\$1,300,000.00) ***One Million Three Hundred Thousand and 00/100***** dollars, in hand paid, hereby sell(s) and convey(s) to **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **2267 KINGSTON RD UNIT B, Grand Junction, CO 81507**, City or Town of **Grand Junction**, County of **Mesa** and State of **Colorado**, the following real property in the County of **Mesa** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as: **2370 BROADWAY, GRAND JUNCTION, CO 81507**

with all its appurtenances and warrant(s) the title to the same, subject to Statutory Exceptions.

Signed this day of **February 11**, 2022.

HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019

By: Howard F. Holt
HOWARD F HOLT, TRUSTEE

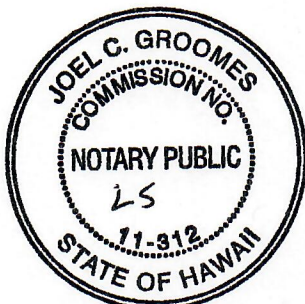
State of ~~Colorado~~ Hawaii)
County of ~~MESA~~ Kauai) ss.
)

The foregoing instrument was acknowledged before me on this day of **February 11** th, 2022 by **HOWARD F HOLT AS TRUSTEE OF HOLT FAMILY TRUST, AS AMENDED, RESTATED, AND JOINED ON AUGUST 7, 2019**

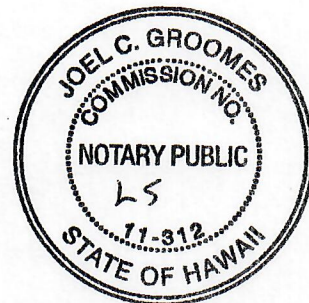
Witness my hand and official seal

My Commission expires: 10/16/2023

Joel C. Groomes
Notary Public



Date: 2/11/2022 # Pages: 1
Name: Joel C. Groomes 5th Circuit
Doc. Description: General Warranty Deed
Joel C. Groomes
Notary Signature
NOTARY CERTIFICATION
My Commission Expires: 10/16/2023



When recorded return to: **KETTLE CAPITAL, LLC, A COLORADO LIMITED LIABILITY COMPANY**
2267 KINGSTON RD UNIT B, Grand Junction, CO 81507



Exhibit A

A TRACT OF LAND SITUATE IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT;
THENCE S74°05'11"E 1142.84 FEET TO A COLORADO DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MARKER;
THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE
OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89;
THENCE ON SAID WESTERLY LINE N18°35'09"E 209.06 FEET TO THE POINT OF BEGINNING;
THENCE THE FOLLOWING COURSES:

1. N77°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET;
7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
9. THENCE N49°52'00"E 423.30 FEET;
10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
12. THENCE S41°23'00"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;
13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"W 154.83 FEET;
14. THENCE S31°40'52"W 106.35 FEET;
15. THENCE S20°39'30"W 17.06 FEET;
16. THENCE S20°19'28"W 290.98 FEET;
17. THENCE S09°15'33"W 128.27 FEET;
18. THENCE S81°15'27"E 23.40 FEET;
19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745;
AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

COUNTY OF MESA, STATE OF COLORADO.

STATEMENT OF AUTHORITY

This Statement of Authority concerns an entity named: Kettle Capital LLC

and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

The type of entity is: Limited Liability Company

The entity is formed under the laws of the State of Colorado

The mailing address for the entity is: 2267 Kingston Road, Unit B, Grand Junction, CO 81507

The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

Matt Ketellapper, Managing Partner

The authority of the foregoing person(s) to bind the entity is (not limited) (limited as follows):

Not Limited

Other matters concerning the manner in which the entity deals with interests in real property:

N/A

Executed this 18 day of ~~Feb~~ March, 2022
mk


Signature (Type or Print Name Below)

Matt Ketellapper

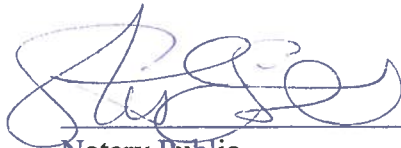
STATE OF COLORADO)
)ss.
COUNTY OF Mesa)

The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Matt Ketellapper (insert name of individual) as managing partner (insert office held or role (President, Vice President or member, manager or managing member for LLCs) for Kettle Capital LLC (insert name of corporation or LLC).

Witness my hand and official seal.

My commissioner expires: 10/21/24

STEPHEN EDWARD SWINDELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20204036690
My Commission Expires October 21, 2024


Notary Public

**Project Report
2370 Broadway Rezone**

Date: December 7, 2021

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEAI# F21-132

Submitted to: City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Type of Design: Rezone

Property Owner: Kettle Capital LLC
2267 Kingston Rd. Unit B
Grand Junction, CO 81507

Property Address: 2370 Broadway
Grand Junction, CO 81507

Tax Parcel No: 2945-171-00-207

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Conclusion	9
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Figure 3 Existing and surrounding zoning	Error! Bookmark not defined.
Figure 4 Wetlands and Floodplain Map	7

Project Intent

This application requests a rezone for 2370 Broadway in Grand Junction. The request is to rezone the subject property from the R2 zone district to the R5 zone district.



Figure 1 Subject Property

Project Description

The subject property includes 1 lot located at 2370 Broadway, just north of S Broadway and Broadway intersection. The subject property is shown in Error! Reference source not found. below and is approximately 15.5 acres.

Legal Description

The legal description of TPN # 2945-171-00-207 is:

BEG S 74DEG05'11SEC E 1142.84FT & S 84DEG48' E 2.48FT & N 18DEG35'09SEC E 209.06FT FR SW COR NE4 SEC 17 1S 1W N 77DEG57'16SEC W 240.55FT S 14DEG04'31SEC W 30.67FT ALG ARC OF CVE CENTRAL ANG 42DEG04'05SEC 159.48FT RADIUS 217.20FT S 16DEG16'12SEC E 155.92FT S 04DEG45'51SEC W 51.76FT ALG ARC OF CVE CENTRAL ANG 21DEG41'28SEC 707.95FT RADIUS 1870FT CHD BEARS N 69DEG48'25SEC W 703.73FT N 08DEG05' E 69.10FT N 44DEG58' E 341.30FT N 19DEG46' E 273.50FT N 49DEG52' E 423.30FT S 53DEG30'12SEC E 173.11FT S 37DEG50' E 384.60FT S 41DEG23' E 23.19FT S 09DEG36'02SEC W 154.83FT S 31DEG40'52SEC W 106.35FT S 20DEG39'30SEC W 17.06FT S 20DEG19'28SEC W 290.98FT S 09DEG15'33SEC W 128.27FT S 81DEG15'27SEC E 23.40FT S 18DEG35'09SEC W 23.08FT TO BEG EXC ROW AS DESC RECP NO 2144745 MESA CO RECDS & ALSO EXC RD ROW DESC AT RECPT NO 2768980 MESA CO RECDS.

Public Notice

On Tuesday, March 15, 2022, a Neighborhood Meeting was held via Zoom. A presentation of the rezone request was made by the owner's representative; information regarding the City's review process for a rezone request was also presented including opportunities on how citizens can participate and provide comments throughout the City's review process.

The meeting was well attended by approximately ten citizens and lasted for 35 minutes from 5:30-6:05. The following is a summary of the primary concerns and questions raised during the meeting:

- Length of the rezone process
- R5 vs the R4 zone and why R5 is being requested
- Density limit in the R4 and R5 zone and how that calculation is determined
- Opportunities for public comment and how to make public comments
- Concern about trespassing on surrounding properties from the new neighbors
- Traffic impacts on Broadway generated from new development
- Impacts on Scenic Elementary and the effect on the teacher to student ratio
- Concern about the impact of future development on existing access easements
- Question on whether the City is forcing the applicant to submit a rezone application
- Question on whether neighbors can prevent or stop the application from being submitted
- Discussion regarding whether any past projects have been shut down because they generated too much traffic

Public notice for this application will be provided in accordance with Sec. 21.02.080(g) of the Grand Junction Municipal Code, including posting the subject property on all public rights-of-way.

Comprehensive Plan

The Comprehensive Plan's Future Land Use Map shows the subject property as Residential Low, as shown in Error! Reference source not found.. The applicant is requesting a rezone to the R5 zone district to implement the Residential Low future land use designation and prepare the property for development.

The proposed development meets a number of the goals and policies of the new 2020 Comprehensive Plan:

Plan Principle 3: Responsible and Managed Growth

Limited Supply of Land: The timing and location of development in Grand Junction today are influenced by several interconnected factors, including available land, infrastructure, and services as well as the Persigo Agreement and market demand. While there is no lack of vacant

land to accommodate new growth within the City's Urban Development Boundary, there is a lack of land with the existing urban infrastructure required by the City. Balancing the need for investments in new infrastructure to support greenfield development with the need for improvements to existing infrastructure in established areas of the city to support infill and redevelopment is an ongoing challenge.

Plan Principle 3: Responsible and Managed Growth

Policy 2. Encourage infill and redevelopment to leverage existing infrastructure.

Plan Principle 3: Responsible and Managed Growth

Policy 1. Intensification and Tiered Growth.

Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority). Periodically consider necessary updates to the Tiers. i. Tier 1: Urban Infill ii. Tier 2: Suburban Infill iii. Tier 3: Rural Areas and County Development

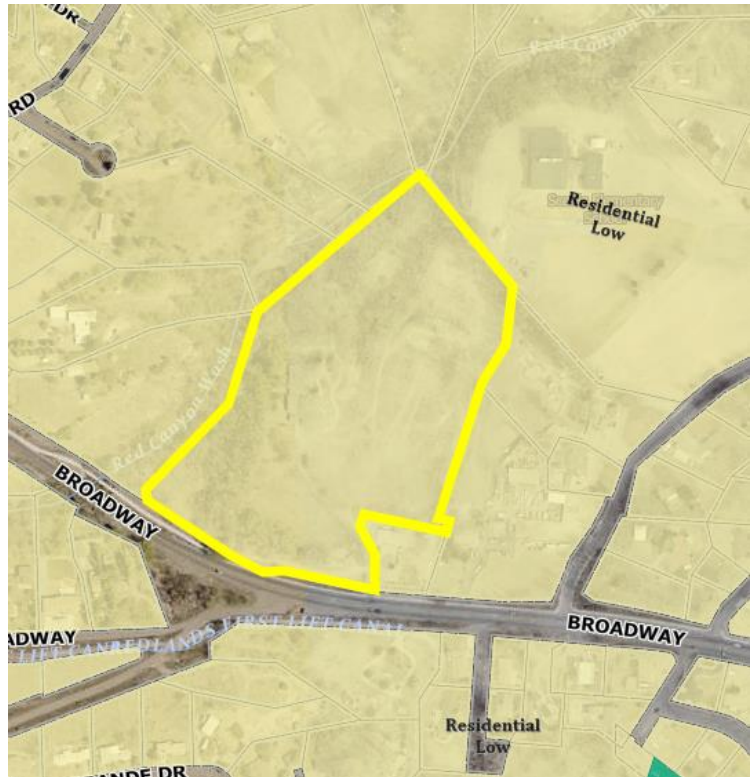


Figure 2 Future Land Use Map

Zoning and Surrounding Areas

The applicant requests a comprehensive plan amendment to change the future land use designation of the subject property from Rural Residential to Residential Low and a rezone from the current RR (Rural Residential, 1 du/5 ac) zone to the R4 (Residential, 2-4 du/ac) zone district. The rezone request is consistent with the 2020 Comprehensive Plan's Future Land Use Map classification of Residential Low.

Surrounding area zoning and land uses include:

- North – Mesa County – PUD with single-family residential land use
- South – Mesa County – RSF-2 with single-family residential land use
- West – Mesa County – RSF-2 with single-family residential land use
- East – R2 with single-family residential land use

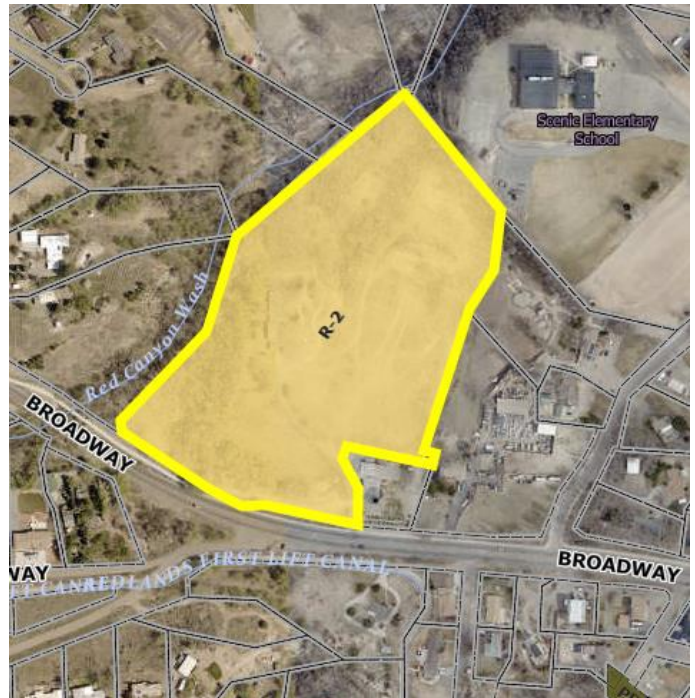


Figure 3 Existing and Surrounding Zoning

Utility Providers

All required and necessary utilities shall be provided concurrent with development of the subject property. Utility providers for the development have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve development on this site.

Utility providers for the site are as follows:

- Sewer: City of Grand Junction/Persigo Wastewater Treatment Plant
- Water: Ute Water Conservation District
- Drainage: Grand Valley Drainage District
- Electric: Xcel Energy
- Irrigation: Redlands Water and Power Company
- Cable: Spectrum

All utilities shall be constructed to the standards and specifications of the service provider at the time of construction.

Drainage

The drainage and stormwater management will be addressed at the time of actual development of the site.

Wetlands and Floodplain

There are no known wetlands or floodplains associated with the subject property.

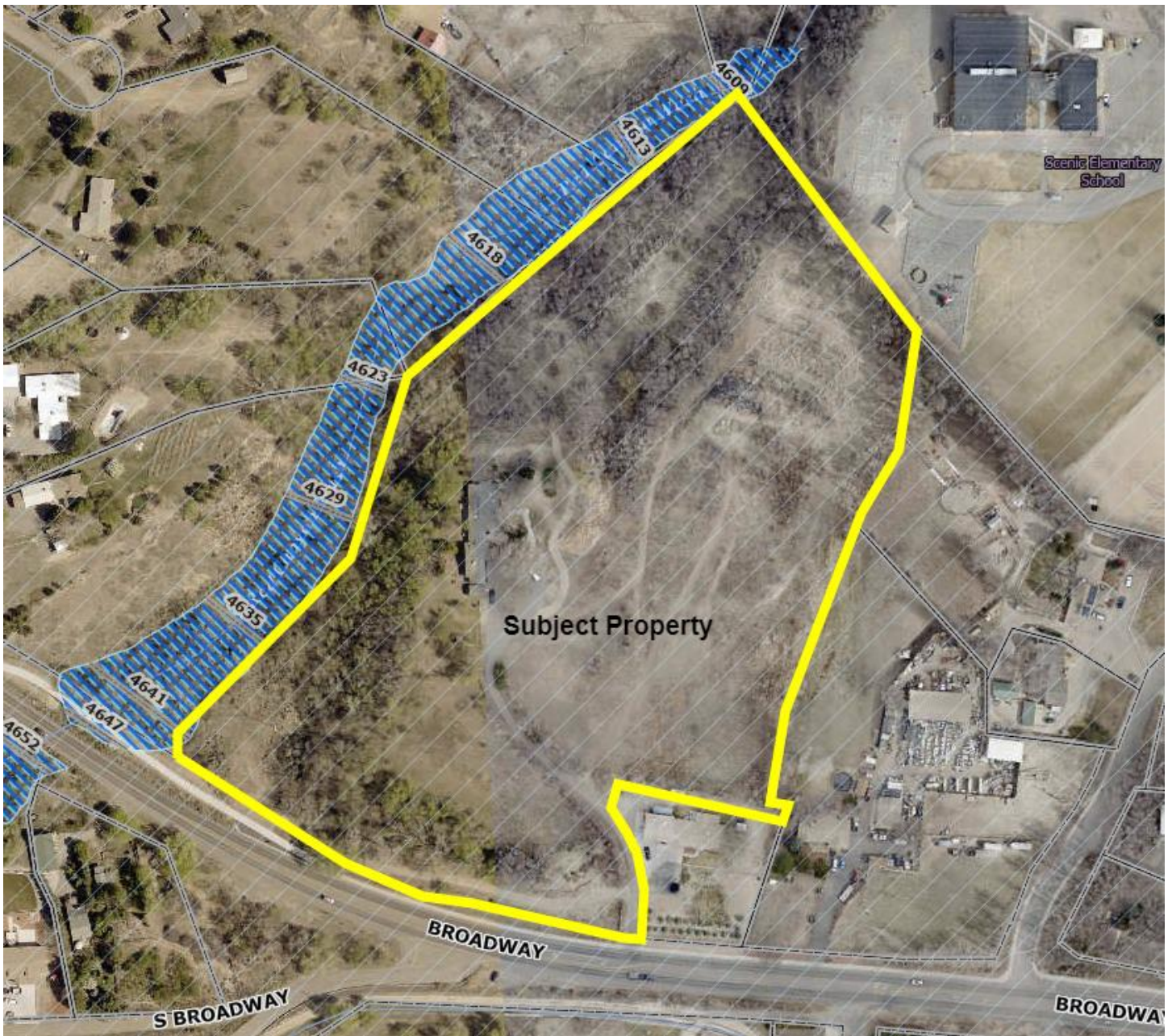


Figure 4 Wetlands and Floodplain Map

Approval Criteria

Section 21.02.140(a), Approval Criteria, states that in order to maintain internal consistency between this code and the zoning maps, map amendments must only occur if:

1.) Subsequent events have invalidated the original premises and findings; and/or

Response: Adoption of the 2020 Comprehensive Plan substantially increased the anticipated density of the area in response to the need for a variety of housing types in the community. The Plan recognizes the need for more efficient development that utilizes existing urban infrastructure. The land use classification of Residential Low is implemented by the R4 and R5 zone districts. In order to meet the anticipated density of the new 2020 Comprehensive Plan, it will be necessary to rezone the subject property. This criterion has been met.

2.) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

Response: The intent of the 2020 Comprehensive Plan is to encourage infill development of vacant and under-utilized parcels within the City and to increase density in areas with existing infrastructure for more efficient development. This rezone request is consistent with the recently adopted 2020 Comprehensive Plan that seeks a variety of housing types, encourage infill and efficient development. This criterion has been met.

3.) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Response: There are public and community facilities to serve future development of the subject property. There is an existing sewer line in W Scenic Dr and a sewer line on the southern boundary of neighboring Scenic Elementary School that is located in an easement dedicated to the City of Grand Junction. Medical, educational, retail sales, grocery stores, and personal services are all within 1-2 miles of the site. This criterion has been met.

4.) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Response: The city is in need of additional residential development if it is to meet the needs of its growing population. City sewer is already installed in S Broadway making this property a ready and viable option for future development, as opposed to extending sewer to other vacant properties within the Urban Development Boundary.

This criterion has been met.

5.) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

Response: Rezoning the property to R-5 allows the property to be subdivided and to be developed at urban densities defined in the Comprehensive Plan. The Redlands community will benefit from this change in zoning to R5 by increasing undeveloped land to potential R-5 densities as the area continues to

attract residential development at densities needing existing sanitary sewer and city services. The community will derive benefits from the request as it will enable future residential development to occur. This criterion has been met.

Development Schedule

There is no planned development for this property. However, a development schedule for the subject property will be included with a development application at the time of development.

Conclusion

After demonstrating how the proposed comprehensive plan amendment and rezone request from the R2 to R5 zone district meets the goals and policies of the 2020 Comprehensive Plan and the approval criteria of the Zoning and Development Code, the applicant respectfully requests approval of the request to rezone to the R5 zone district.

Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by City of Grand Junction, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

Neighborhood Meeting Notes

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13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"-W 154.83 FEET; 14. THENCE S31°40'52"W 106.35 FEET;
15. THENCE S20°39'30"-W 17.06 FEET;
16. THENCE S20°19'28"-W 290.98 FEET;
17. THENCE S09°15'33"-W 128.27 FEET;

18. THENCE S81°15'27"E 23.40 FEET;

19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

COUNTY OF MESA, STATE OF COLORADO.

City of Grand Junction Review Comments

Date: May 9, 2022

Comment Round No. 1

Page No. 1 of 4

Project Name: 2370 Broadway Rezone

File No: RZN-2022-212

Project Location: 2370 Broadway

Check appropriate ☒ if comments were mailed, emailed, and/or picked up.

Property Owner(s):

Mailing Address:

Email:

Telephone:

Date Picked Up:

Signature:

Representative(s): Vortex Engineering Inc. – Attn: Adam Asgari

Mailing Address: 861 Rood Avenue, Grand Junction, CO 81501

☒ Email: aasgari@vortexeng.us

Telephone: (970) 245-9051

Date Picked Up:

Signature:

Developer(s): Kettle Capital LLC – Attn: Matt Ketellapper

Mailing Address: 2267 Kingston Road, Unit B, Grand Junction, CO 81507

☒ Email: mket@outlook.com

Telephone:

Date Picked Up:

Signature:

CITY CONTACTS

Project Manager: Scott D. Peterson, Senior Planner

Email: scottp@gjcity.org

Telephone: (970) 244-1447

Dev. Engineer: Rick Dorris

Email: rickdo@gjcity.org

Telephone: (970) 256-4034

City of Grand Junction REQUIREMENTS

(with appropriate Code citations)

CITY PLANNING

1. Application is for a Rezone from R-2 (Residential – 2 du/ac) to R-5 (Residential – 5 du/ac) in anticipation of future residential subdivision development. Existing property is 15.59 +/- acres in size. Comprehensive Plan Future Land Use Map identifies the property as Residential Low. The proposed R-5 (Residential – 5 du/c) Zone District is an applicable zone district within the Residential Low category. No additional response required.

Applicant's Response:

Document Reference:

2. Public Correspondence Received:

As of this date, City Project Manager has received two (2) emails from the public concerning the proposed rezone application which are attached for your information and file.

Applicant's Response:

Document Reference:

3. Planning Commission and City Council Public Hearings:

Planning Commission and City Council review and approval required for proposed Rezone request. City Project Manager will **tentatively** schedule application for the following public hearing schedule:

- a. Planning Commission review of request: May 24, 2022.
- b. First Reading of request by City Council: June 15, 2022.
- c. Second Reading of request by City Council: July 6, 2022.

Please plan on attending the May 24th Planning Commission meeting and the July 6th City Council Meeting. The June 15th meeting you do not need to attend as that is only scheduling the hearing date and the item is placed on the Consent Agenda with no public testimony taken. Both the May 24th and July 6th meetings begin at 5:30 PM at City Hall in the Council Chambers.

If for some reason, applicant cannot make these proposed public hearing dates, please contact City Project Manager to reschedule for the next available meeting dates.

Code Reference: Sections 21.02.140 of the Zoning and Development Code.

Applicant's Response:

Document Reference:

CITY DEVELOPMENT ENGINEER

No Comment.

Applicant's Response:

Document Reference:

CITY SURVEYOR – Renee Parent – reneep@gjcity.org (970) 256-4003

Reviewed Legal description for rezone. Checked Warranty deed (Rec 3021371) against the available deposit survey – no obvious issues found. Checked provided legal description in word document against the Warranty deed. A handful of typos were found - See markup.

I did not do a thorough check/deep dive on the boundary as this check was for a rezone only.

Applicant's Response:

Document Reference:

CITY FIRE DEPARTMENT – Rusty Ratzloff – rustyr@gjcity.org (970) 549-5854

The Grand Junction Fire Department has no objection to the proposed rezone of 2370 Broadway from R-2 to R-5. All fire code concerns and requirements will be assessed and addressed during the future site plan submittal and review process. Contact FPS Rusty Ratzloff at (970) 549-5854 with questions.

Applicant's Response:

Document Reference:

OUTSIDE REVIEW AGENCY COMMENTS

(Non-City Agencies)

Review Agency: Xcel Energy

Contact Name: Mike Castro

Email / Telephone Number: Michael.a.castro@xcelenergy.com (970) 244-2715

Xcel has no comments at this time.

Applicant's Response:

Review Agency: Ute Water Conservancy District

Contact Name: Jim Daugherty

Email / Telephone Number: jdaugherty@utewater.org (970) 242-7491

- No objection.
- ALL FEES AND POLICIES IN EFFECT AT TIME OF APPLICATION WILL APPLY.
- If you have any questions concerning any of this, please feel free to contact Ute Water.

Applicant's Response:

Review Agency: Colorado Department of Transportation (CDOT)

Contact Name: Kandis Aggen

Email / Telephone Number: kandis.aggen@state.co.us (970) 683-6271

CDOT does not have any comments about the re-zoning. The developer will need to coordinate with CDOT regarding an access permit and traffic study for the development.

Applicant's Response:

REVIEW AGENCIES

(Responding with "No Comment" or have not responded as of the due date)

The following Review Agencies have responded with "No Comment."

1. N/A.

The following Review Agencies have not responded as of the comment due date.

1. Mesa County Valley School District #51

The Petitioner is required to submit electronic responses, labeled as "**Response to Comments**" for the following agencies:

1. **N/A.**

Date due: **N/A.** Application will proceed to public hearing schedule.

Please provide a written response for each comment and, for any changes made to other plans or documents indicate specifically where the change was made.

I certify that all of the changes noted above have been made to the appropriate documents and plans and there are no other changes other than those noted in the response.

Applicant's Signature

Date

5-11-22

A TRACT OF LAND SITUATE IN THEE OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S74°05'11"E 1142.84 FEET TO A COLORADO Department OF TRANSPORTATION RIGHT OF WAY MARKER;

THENCE ON THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340 S84°48'00"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 31&89;

THENCE ON SAID WESTERLY LINE N18°35'09"E 209.06 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING COURSES:

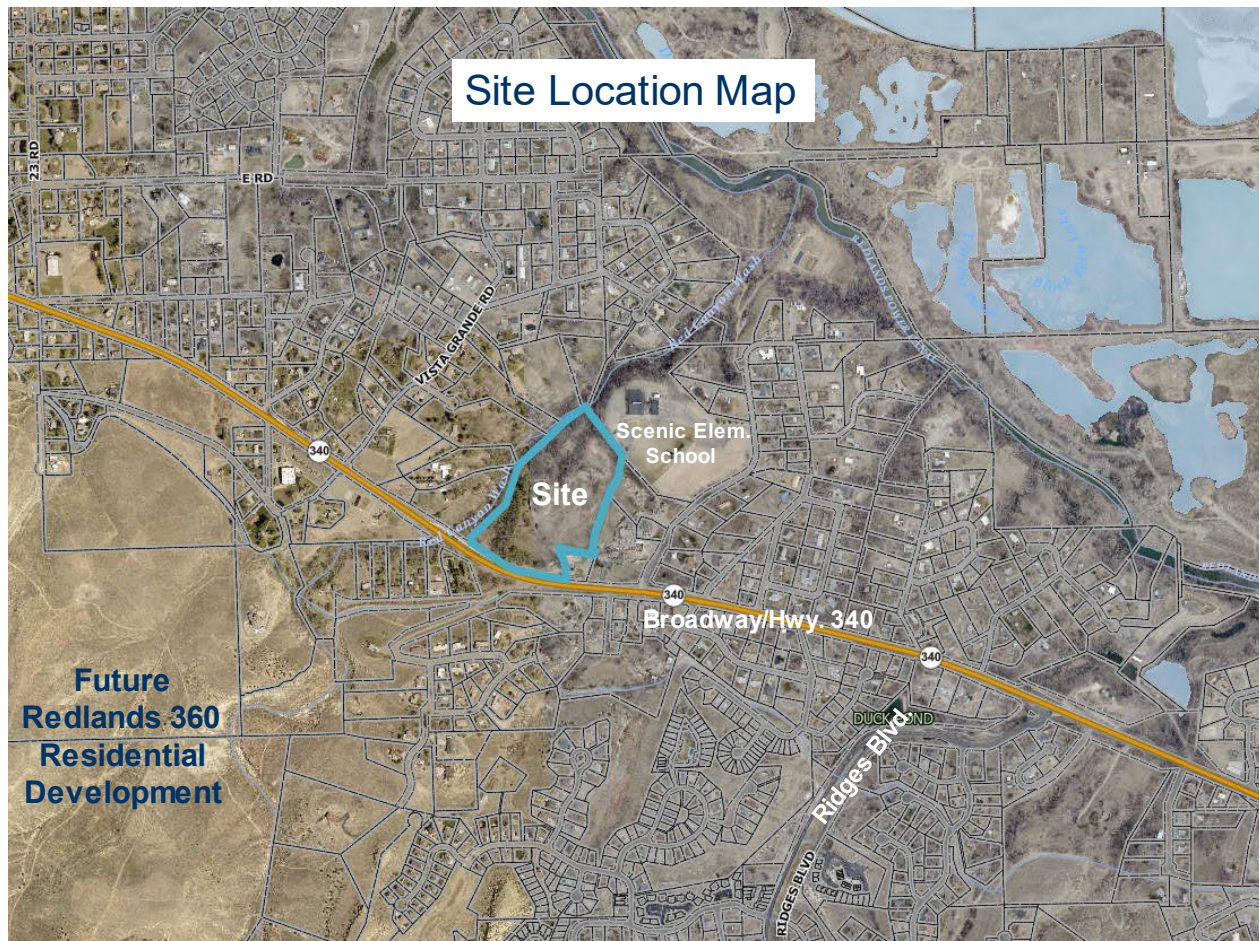
1. ~~Nn°57'16"W~~ → N77°57'16"W 240.55 FEET TO AN EXISTING FENCE;
2. THENCE CONTINUING ON SAID FENCE S14°04'31"W 30.67 FEET TO THE BEGINNING OF A 217.20 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, THE CHORD OF WHICH BEARS S16°16'12"E 155.92 FEET;
3. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°04'05", 159.48 FEET;
4. THENCE S04°45'51"W 51.76 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340 AND THE BEGINNING OF A 1870.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, THE CHORD OF WHICH BEARS N69°48'25"W 703.73 FEET;
5. THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°41'28", 707.95 FEET TO THE WESTERLY LINE OF THAT TRACT DESCRIBED IN BOOK 1460 AT PAGE 282, MESA COUNTY RECORDS;
6. THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ON SAID TRACT LINE N08°05'00"E 69.10 FEET;
7. THENCE N44°58'00"E 341.30 FEET;
8. THENCE N19°46'00"E 273.50 FEET;
9. THENCE N49°52'00"E 423.30 FEET;
10. THENCE N53°30'12"E 173.11 FEET;
11. THENCE S37°50'00"E 384.60 FEET;
12. THENCE S41°23'00"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;
13. THENCE CONTINUING ON SAID WESTERLY MAP LINE S09°36'02"W 154.83 FEET;
14. THENCE S31°40'52"W 106.35 FEET;
15. THENCE S20°39'30"W 17.06 FEET;
16. THENCE S20°19'28"W 290.98 FEET;
17. THENCE S09°15'33"W 128.27 FEET;

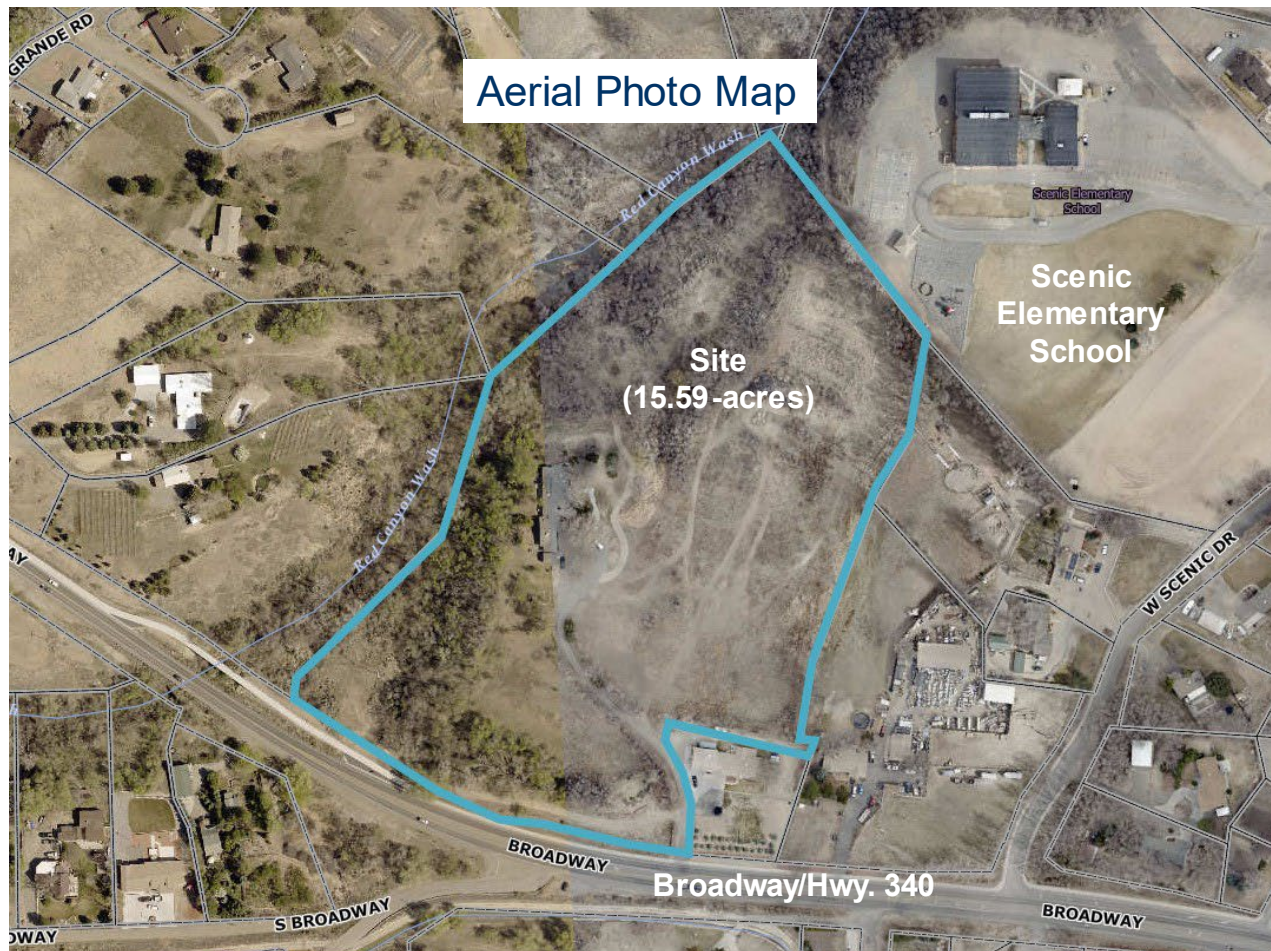
18. THENCE S81°15'27"E 23.40 FEET;

19. THENCE S18°35'09"W 23.08 FEET TO THE BEGINNING;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED AUGUST 27, 2003 IN BOOK 3466 AT PAGE 561 UNDER RECEPTION NO. 2144745; AND ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO MESA COUNTY, COLORADO, IN GENERAL WARRANTY DEED RECORDED AUGUST 1, 2016 UNDER RECEPTION NO. 2768980,

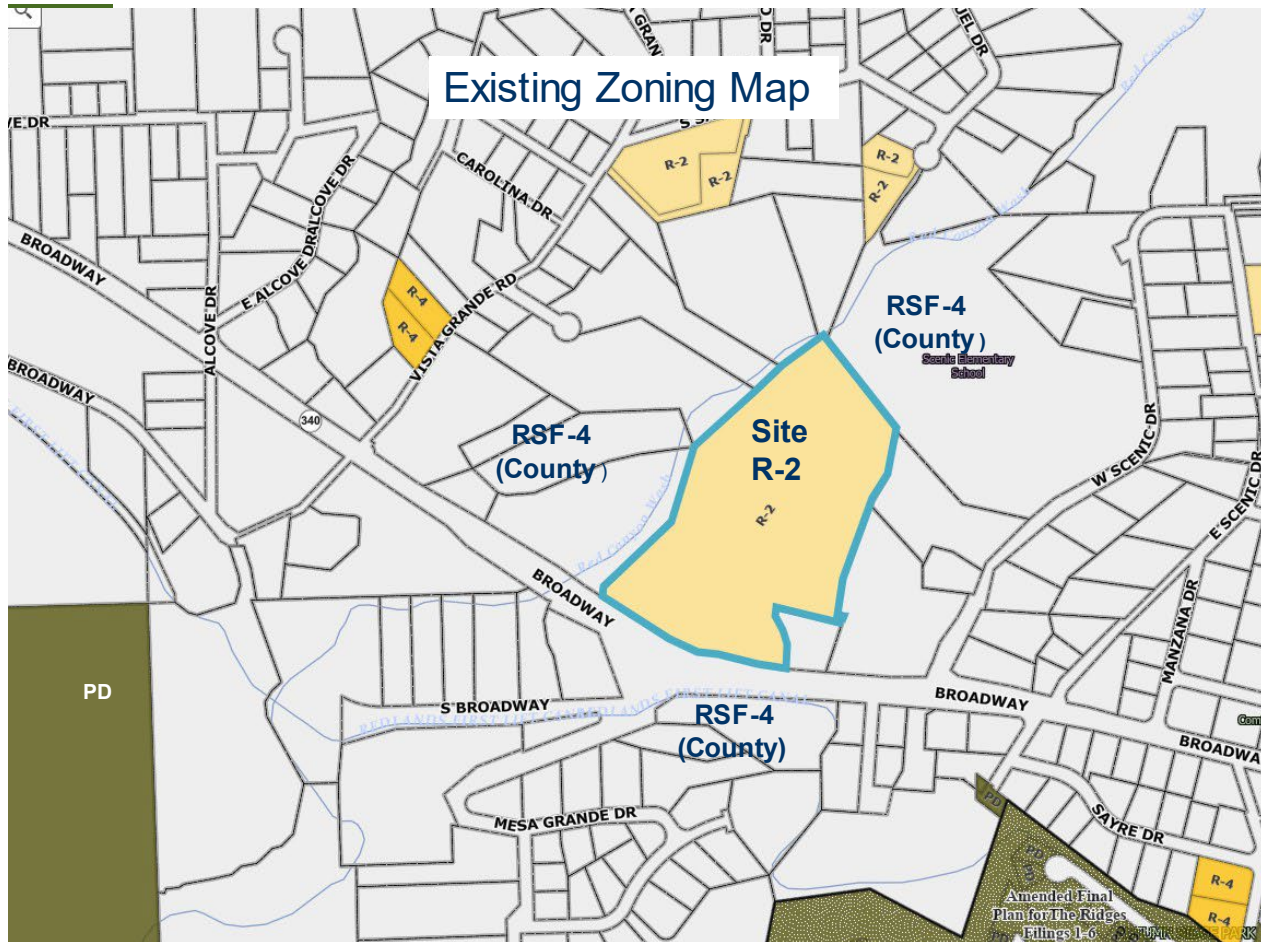
COUNTY OF MESA, STATE OF COLORADO.





Comprehensive Plan Future Land Use Map







**Google Maps Street view of property from Broadway/Highway 340, looking north
– May 2021**

From: [Hope Iden](#)
To: [Scott Peterson](#)
Subject: Rezoning at 2370 Broadway
Date: Monday, April 18, 2022 7:41:23 PM

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Scott,

As per your request from the online meeting on March 15, 2022 about the proposed rezoning of 2370 Broadway asking for our comments and concerns.

As an adjoining neighbor and property owner to this property we are against the rezoning from R-2 to R-5. We would like the parcel to be left as R-2 as the 10+- properties adjoining this parcel are all small acreages. We would like to see the development of this parcel be of similar lot size as surrounding properties to be compatible with the existing neighborhood.

Traffic is another big concern as there are times during the day where crossing Broadway is challenging and dangerous . Adding 3 to 5.5 units per acre at this location would only make it more challenging and dangerous. Then we add the school and all the school zone traffic and that complicates the situation more. When traveling along Broadway/340 there is a bend in the road as well as a hill along this parcel that will make visibility in both directions difficult at best when entering and exiting this parcel.

One of the reasons we purchased our property was the rural atmosphere and the abundant wildlife in the area. This wildlife we see pass through the property in question traveling to and from our property. Dividing this property into small acreages will help with the adverse affects that this subdivision will cause. How does the City of Grand Junction's Comprehensive Plan address these wildlife issues?

We would like to know why this property rezoning was turned down previously. Any light you can shed on that would be appreciated or where I could find this information.

We appreciate your time and consideration to our concerns.

Sincerely,
Brian and Hope Iden
Brian-970-433-6333

From: tedpierce24@tds.net
To: [Scott Peterson](#)
Subject: 2370 Broadway subdivision
Date: Tuesday, April 19, 2022 4:49:34 PM

** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - **

Too whom it may concern: I am writing this letter to protest the proposed R5 redistricting of the proposed 2370 Broadway subdivision. This is is absolutely ludicrous to put that many buildings, that many units, three story buildings, and that many people in this small area. The engineering firm and the city is allowing them to base this on 15.5 acres which is the total acres but not the total usable acres. There might be 11/12 actual acres and you take infrastructure roads out of that you might have 10 acres at best to build 80 buildings with 3 units per building, 3 story's tall, which equates to 240 different family dwellings. This should either stay at R2 and at very worse R4 or less. They should be limited to one story single family dwellings only.

Thank you,
Ted and Barbara Pierce
2372 Broadway
Grand Junction Colorado
81507

From: [Julie Mathias](#)
To: [Scott Peterson](#)
Subject: RZN-2022-2370 Broadway Rezone Nightmare
Date: Monday, May 23, 2022 10:41:11 AM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Dear Mr. Peterson – Seems “progress” has come full throttle to Grand Junction, turning our quaint community into a burgeoning mixed bag of people and problems. We are a small town with big city issues. I hope those that make these decisions has our community’s best interest at heart, that is to retain the “why” people move here and stay in the first place.

My property adjoins the 15 acres slated for the 80+ apartments off Broadway. Of course this is very upsetting when you purchase your land thinking the view wouldn’t change. Huh! City planners have another idea.

The wild life and vegetation will be decimated. We have enjoyed the many deer that frequent the draw behind our house but will have their grounds diminished and the hawks that keep our fields clear of rodents will have their nesting trees eliminated. Too many people in a concentrated area will drive away the reason why we chose this home. People bring more people and some have negative intentions such as camping in our draw, vandalizing our homes and littering.

Now let’s talk about the traffic on Broadway, coming off of Vista Grand Road at the top of the hill will be a nightmare to cross to the left, coupled with the school speed limits and the 160 plus cars this apartment complex will no doubt will bring. Ugh! And the noise from all those cars, the trash pick-up and just people noise! We live on acreage for solitude and separation. Throw in another thousand homes toward South Camp. Ugh! What’s the plan to deal with this growth?

The green card that I received is misleading. It states that the zoning has been petitioned to change from R-2 to R-5. Is it 5 houses per acre or 5 apartment buildings per acre? I would like some clarification on this.

Our friend, Scott McGinnis has explained that we have little chance to change the direction of this rezoning but this is our opportunity to make suggestions to reduce the impact of those buildings on our view. I hope he is right. And yes, I’m thinking of selling and moving my dollars to another town that no one cares about.

Thanks for listening and I can only image your job has nightmare days too.

Julie Mathias MT (ASCP)
Cell 970.319.8934
140 Vista Grand Dr, GJ 81507

From: [stankiser55](#)
To: [Scott Peterson](#)
Subject: 2370 Broadway rezone
Date: Monday, May 23, 2022 3:16:13 PM

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Scott, you hopefully remember me from the annexation and development of 136 Vista Grande dr.. my family and I are not in favor of changing the zoning to R5. The site is right across the draw from our property. The reasons are the same as you have heard from many. R2 (or R4) was ok for the development of my property and should be the max density for this property.

R2/R4 is not urban sprawl. It's what was planned when adjacent landowners bought their properties and there's no good reason it should change. The rights of adjacent landowners should be respected.

Please pass our position on to the planning commission and thanks for your time.

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING PROPERTY LOCATED AT 2370 BROADWAY
FROM R-2 (RESIDENTIAL – 2 DU/AC) TO R-5 (RESIDENTIAL – 5 DU/AC)**

Recitals:

After public notice and public hearing as required by the Grand Junction Zoning and Development Code ("Code"), the Grand Junction City Council determined that the property located at 2370 Broadway be rezoned to the R-5 (Residential – 5 du/ac) zone district, finding that the zoning is consistent with the Code, it conforms to and is consistent with the Future Land Use Map designation of Residential Low of the Comprehensive Plan and the Comprehensive Plan's goals and policies, and is generally compatible, as defined by the Code, with land uses located in the surrounding area.

After public notice and public hearing, the Grand Junction City Council finds that the R-5 (Residential – 5 du/ac) zone district is in conformance with at least one of the stated criteria of §21.02.140 of the Code.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The property located at 2370 Broadway and described as follows is and shall be rezoned from R-2 (Residential – 2 du/ac) to R-5 (Residential – 5 du/ac)

A TRACT OF LAND LOCATED IN THE E½ OF SECTION 17 IN TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE UTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE¼ OF SAID SECTION 17, BEING A MESA COUNTY SURVEY MONUMENT; THENCE S73°00'12"E 1142.92 FEET TO A PK NAIL AND TAG, PLS # 24953; THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF COLORADO HIGHWAY 340, S84°07'13"E 2.48 FEET TO THE WESTERLY LINE OF A TRACT AS MAPPED ON MESA COUNTY DEPOSIT OF SURVEY NO. 315-89; THENCE ALONG SAID WESTERLY LINE N19°40'08"E 209.06 FEET TO THE POINT OF BEGINNING;

THENCE N76°52'17"W 240.55 FEET;

THENCE S14°54'01"W 30.60 FEET;

THENCE THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 42°07'17", ARC LENGTH OF 159.42 FEET, A RADIUS OF 216.85 FEET, A CHORD BEARING OF S15°09'15"E, A CHORD DISTANCE OF 155.85 FEET;

THENCE S05°55'09"W 51.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 340;

THENCE ALONG SAID HIGHWAY RIGHT OF WAY THROUGH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°32'41", ARC LENGTH OF 442.07 FEET, A RADIUS OF 1870.00 FEET, A CHORD BEARING OF N72°47'50"W, A CHORD DISTANCE OF 441.04 FEET;

THENCE ALONG SAID NORTHERLY HIGHWAY RIGHT OF WAY N55°46'25"W 277.48 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N09°09'59"E 37.54 FEET;

THENCE N46°02'59"E 341.30 FEET;

THENCE N20°50'59"E 273.50 FEET;

THENCE N50°56'59"E 423.30 FEET;

THENCE N54°35'11"E 173.11 FEET;

THENCE S36°45'01"E 384.60 FEET;

THENCE S40°18'01"E 23.19 FEET TO THE WESTERLY LINE OF SAID MAP NO. 315-89;

THENCE CONTINUING ON SAID WESTERLY MAP LINE S10°41'01"W 154.83 FEET;

THENCE S32°45'51"W 106.35 FEET;

THENCE S21°44'29"W 17.06 FEET;

THENCE S21°24'27"W 290.98 FEET;

THENCE S10°20'32"W 128.27 FEET;

THENCE S80°10'28"E 23.40 FEET;

THENCE S19°39'24"W 23.09 FEET TO THE BEGINNING;

CONTAINING APPROXIMATELY 15.34 ACRES.

Introduced on first reading this _____ day of _____ 2022 and ordered published in pamphlet form.

Adopted on second reading this _____ day of _____, 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: June 15, 2022
Presented By: David Thornton, Principal Planner
Department: Community Development
Submitted By: David Thornton, Principal Planner

Information

SUBJECT:

A Resolution Referring a Petition to the City Council for the Annexation of Lands to the City of Grand Junction, Colorado, Setting a Hearing on Such Annexation, Exercising Land Use Control, and Introducing Proposed Annexation Ordinance for the If Land Annexation of 19.77 Acres, Located at 364 29 Road; 370 29 Road; and 374 29 Road, and Setting a Hearing for July 20, 2022

RECOMMENDATION:

Staff recommends adoption of a resolution referring the petition for the annexation, introducing the proposed Ordinance and setting a hearing for July 20, 2022.

EXECUTIVE SUMMARY:

The owners of three parcels of land located at 364, 370 and 374 29 Road and including portions of the 29 Road Right-of-Way are requesting annexation of approximately 19.77 acres. There are three existing residences, one on each parcel.

The property is Annexable Development per the Persigo Agreement and the Applicants are requesting annexation into the City limits. Annexation is being sought in anticipation of residential development. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

BACKGROUND OR DETAILED INFORMATION:

Annexation Request

The owners of three parcels of land located at 364, 370 and 374 29 Road and including portions of the 29 Road Right-of-Way are requesting annexation of approximately 19.77 acres (collectively the Property or Property). There are three existing residences, one

on each parcel. The Property is Annexable Development per the Persigo Agreement. The Applicants are requesting annexation into the City limits. Annexation is being sought in anticipation of developing the three properties. The request for zoning will be considered separately by City Council, but concurrently with the annexation request and will be heard in a future Council action.

The schedule for the annexation and zoning is as follows:

- Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use – June 15, 2022.
- Planning Commission considers Zone of Annexation – June 28, 2022.
- Introduction of a Proposed Ordinance on Zoning by City Council – July 6, 2022.
- Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council – July 20, 2022.
- Effective date of Annexation and Zoning – August 21, 2022.

Annexation Analysis

The Property is currently adjacent to the existing city limits to the East. The necessary one sixth contiguity requirements of State Statutes for annexation is being met. The property owner has signed a petition for annexation. The staff has found, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the Twenty Eighty Broadway Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described. The petition has been signed by the owners of all properties, or 100% of the owners, and includes 100% of the property described excluding right-of-way.
- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits. The Twenty Eighty Broadway Annexation has just over 53% of the perimeter of the annexation contiguous with the existing City limits, meeting the 1/6 contiguity requirements for annexation.
- c) A community of interest exists between the area to be annexed and the City. This is met in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities.
- d) The area is or will be urbanized in the near future. The property has existing urban utilities and services near and available to the property.
- e) The area is capable of being integrated with the City. The proposed annexation area is adjacent to the city limits on the east side and has direct access to 29 Road to the west and where urban services are available to these properties.

f) No land held in identical ownership is being divided by the proposed annexation. Each of the three properties owned by the Applicants are being annexed.

g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent. Contiguous property owned by the petitioner is less than 20 acres in size, so this requirement does not apply. However, the petitioners have granted consent to the City to annex the property.

Please note that the annexation petition was prepared by the City.

FISCAL IMPACT:

As the Property is developed, property tax levies and municipal sales and use tax will be collected, as applicable. For every \$1,000,000 of actual value, City property tax revenue on residential property at the current assessment rate would be approximately \$620 annually. Sales and use tax revenues will be dependent on construction activity and ongoing consumer spending on City taxable items for residential and commercial uses.

Fiscal Impacts by City Department.

Public Works

29 Road was improved to a collector standard road in 2007 by Mesa County. Approximately 650 feet of curb, gutter, and sidewalk will become City assets as part of this annexation. There are no streetlights in the subject area. Public Works already sweeps this section of 29 Road as well as handles snow removal, therefore no additional operational impacts are anticipated.

Fire Department

Currently, these three parcels are in the Grand Junction Rural Fire Protection District which is served by the Grand Junction Fire Department through a contract with the district. The rural fire district collects a 7.606 mill levy that generates a combined revenue of \$254.42 per year. If annexed, the property will be excluded from the rural fire district and the City's 8 mills will generate \$267.60 per year (prior to development) and \$21,684 -\$31,692 per year after estimated planned development. This revenue will need to pay for not only fire and emergency medical services, but also other City services provided to the area. City services are supported by a combination of property taxes and sales/use taxes. The City will collect a onetime fire impact fee of \$710 for each single-family home that is constructed.

Utilities

Water and sewer services are available to this property. This property is within the Ute Water District service area, so there is no fiscal impact to the City. The properties are currently within the Persigo 201 Sewer Service Area and have sewer connections for the existing residences but would require new sewer connections for the new development. Monthly sewer service rates for single family units are \$22.40. These

rates have been determined sufficient to cover the cost of service.

Police Department

Based upon the assumed future construction of homes on this property, its location and makeup, there will be limited impact upon the police department. Considering potential calls for service in the area, we would expect to see several hours per week of dedicated police response. The City will collect a onetime police impact fee of \$305 for each single-family home that is constructed.

SUGGESTED MOTION:

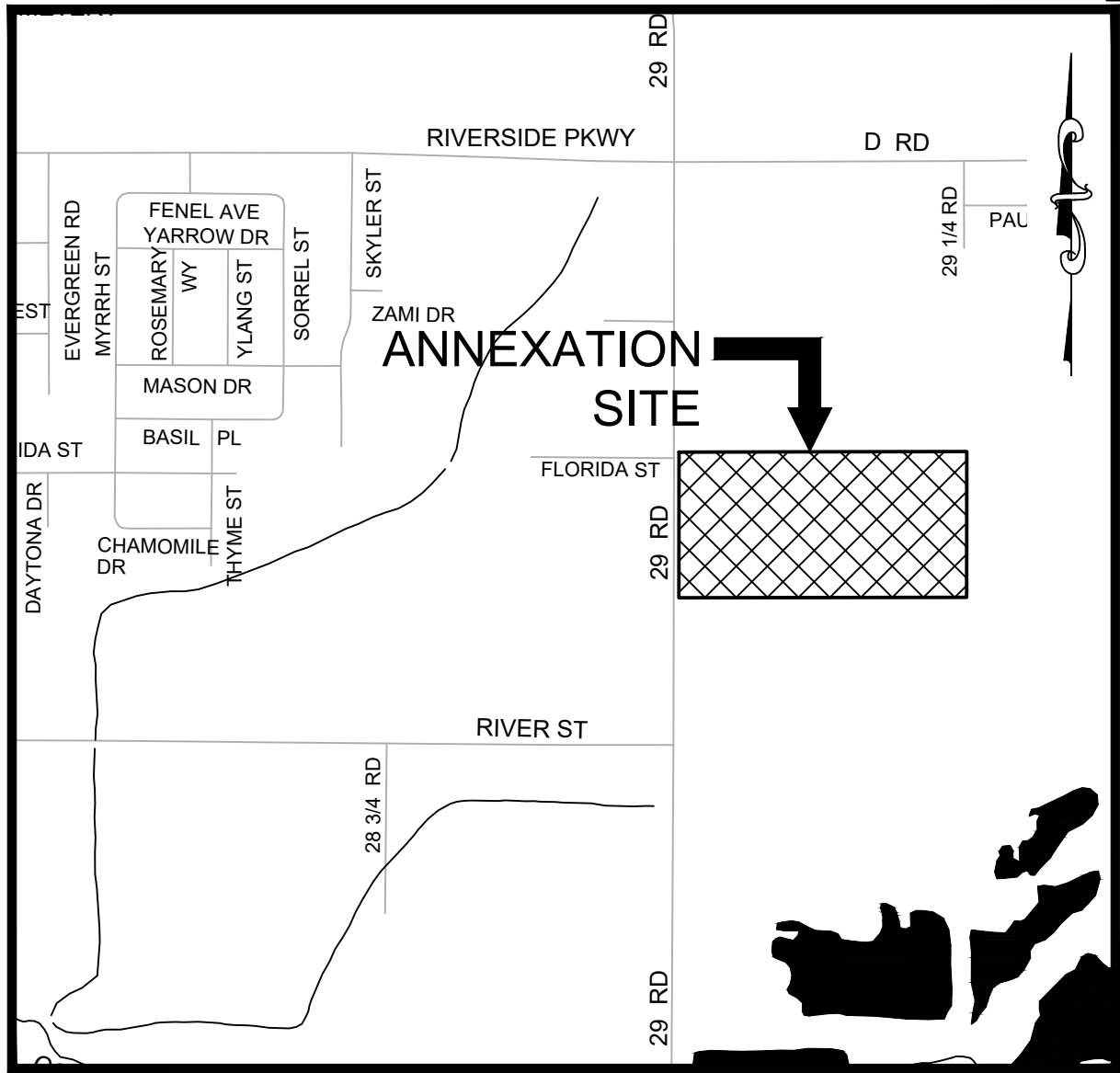
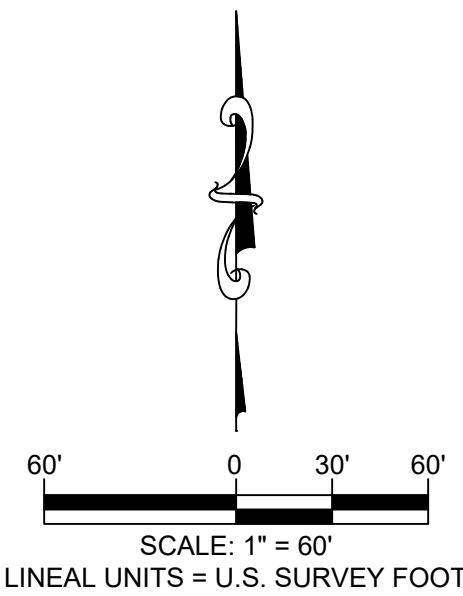
I move to adopt Resolution No. 49-22, a resolution referring a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, setting a hearing on such annexation and exercising land use control over the If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, as well as introduce a proposed ordinance annexing territory to the City of Grand Junction, Colorado, If Land Annexation, approximately 19.77 acres, located at 364 29 Road, 370 29 Road, and 374 29 Road, and set a public hearing for July 20, 2022.

Attachments

1. If Land Annexation Plat-Annexation Plat
2. Maps and Photos - If Land Annex
3. Annexation Schedule - Table - If Land Annexation
4. RES-IF Annexation 060722
5. ORD-If Land Annexation 060722

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 800'

LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4 NW1/4 of Section 20 whence the Southwest Corner of said SW1/4 NW1/4 of Section 20 bears S00°06'16"W 1,320.09 feet with all other bearings relative thereto; thence N89°52'48"E a distance of 15.00 feet along the North line of said SW1/4 NW1/4 to a point on the boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* being the Point of Beginning; thence continuing along said North line N89°52'48"E a distance of 512.09 feet to a point on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299* for the following two (2) courses: 1) continuing along said North line N89°52'48"E a distance of 791.67 feet to the Northeast Corner of the SW1/4 NW1/4 of said Section 20; 2) S00°03'11"W a distance of 660.81 feet along the East line of said SW1/4 NW1/4 of Section 20; thence S89°54'54"W a distance of 1,304.35 feet to a point lying on said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, said point being 15.00 feet East of the West line of said SW1/4 NW1/4 of Section 20; thence along said boundary of *EPHEMERAL RESOURCES ANNEXATION NO. 3, ORDINANCE NO. 3299*, N00°06'16"E a distance of 660.02 feet to the Point of Beginning.

Said Parcel of land CONTAINING **861,210** Square Feet or **19.77** Acres, more or less.

AREAS OF ANNEXATION

ANNEXATION PERIMETER	3,928.94 FT.
CONTIGUOUS PERIMETER	2,112.50 FT.
AREA IN SQUARE FEET	861,210 FT ²
AREA IN ACRES	19.77
AREA WITHIN R.O.W.	18,158 FT ²
	0.425 ACRES
AREA WITHIN DEEDED R.O.W.	8,619 FT ²
	0.198 ACRES

LEGEND

ANNEXATION BOUNDARY	
ANNEXATION AREA	
EXISTING CITY LIMITS	

SURVEY ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
SEC.	SECTION
TWP.	TOWNSHIP
RGE.	RANGE
U.M.	UTE MERIDIAN
NO.	NUMBER
REC.	RECEPTION

SQ. FT.	SQUARE FEET
Δ=	CENTRAL ANGLE
RAD.	RADIUS
ARC	ARC LENGTH
CHD.	CHORD LENGTH
CHB.	CHORD BEARING
BLK.	BLOCK
P.B.	PLAT BOOK
BK.	BOOK
PG.	PAGE
HOR. DIST.	HORIZONTAL DISTANCE

ORDINANCE NO.
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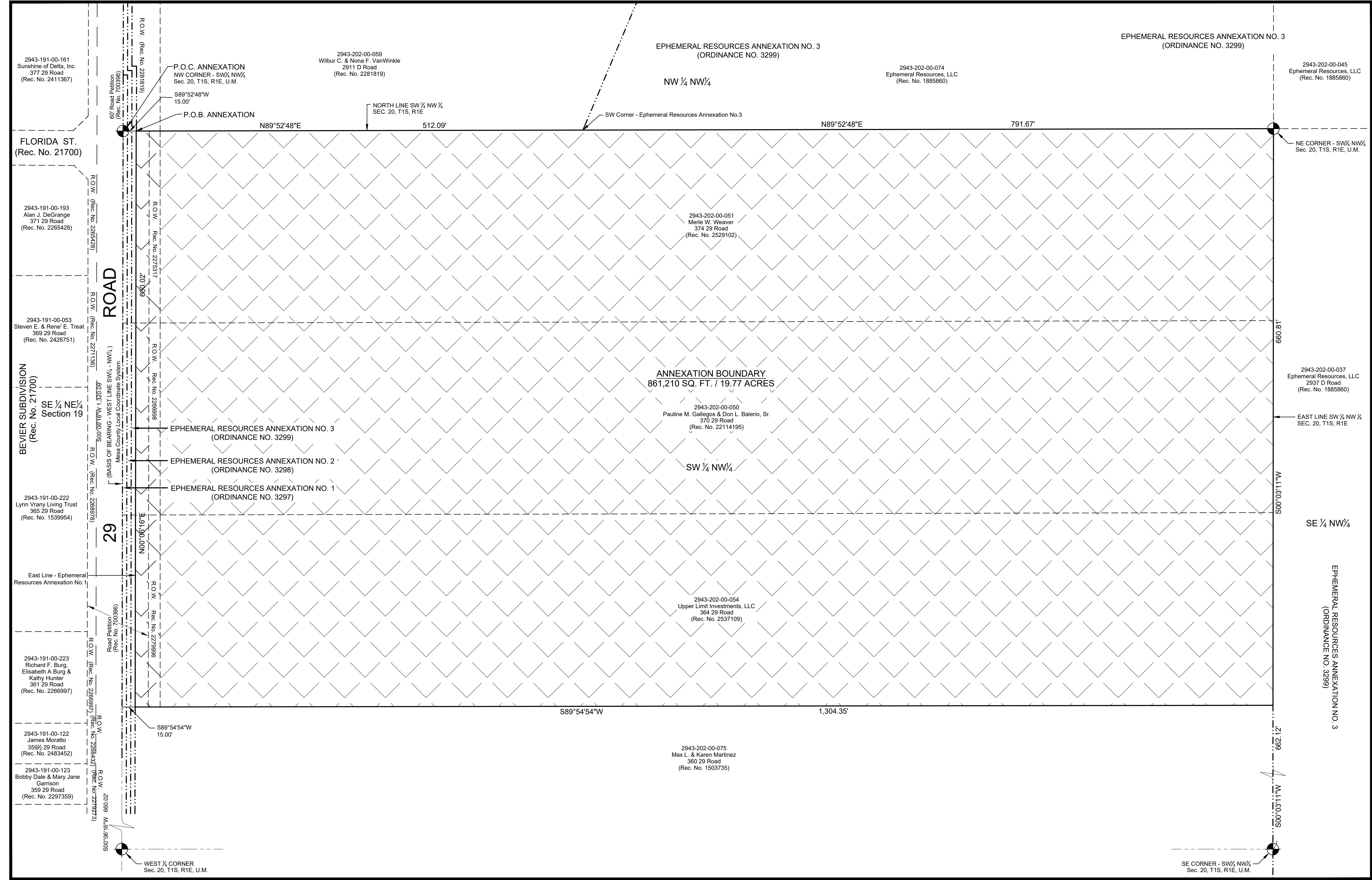
EFFECTIVE DATE
JUNE XX, 2022

NOTE:
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RENEE BETH PARENT DATE
STATE OF COLORADO - P.L.S. NO. 38266
FOR THE CITY OF GRAND JUNCTION
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

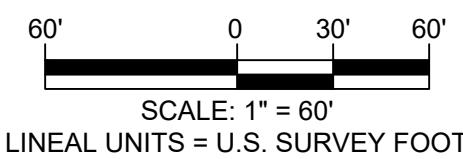
THIS IS NOT A BOUNDARY SURVEY

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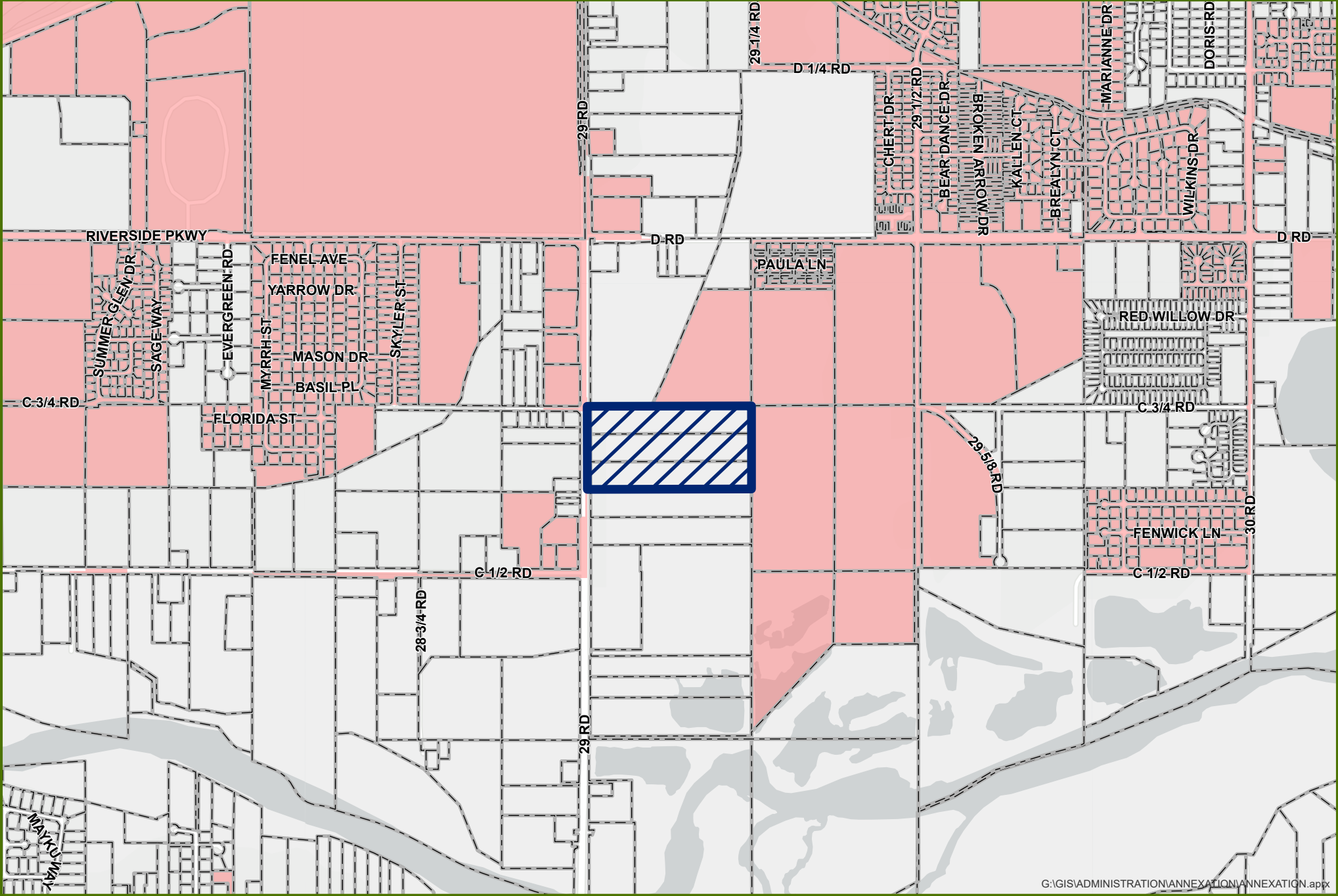
CITY OF
Grand Junction
COLORADO
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

PUBLIC WORKS
ENGINEERING DIVISION

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

1 OF 1

IF LAND ANNEXATION



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0 0.1 0.2 Miles



Annexation

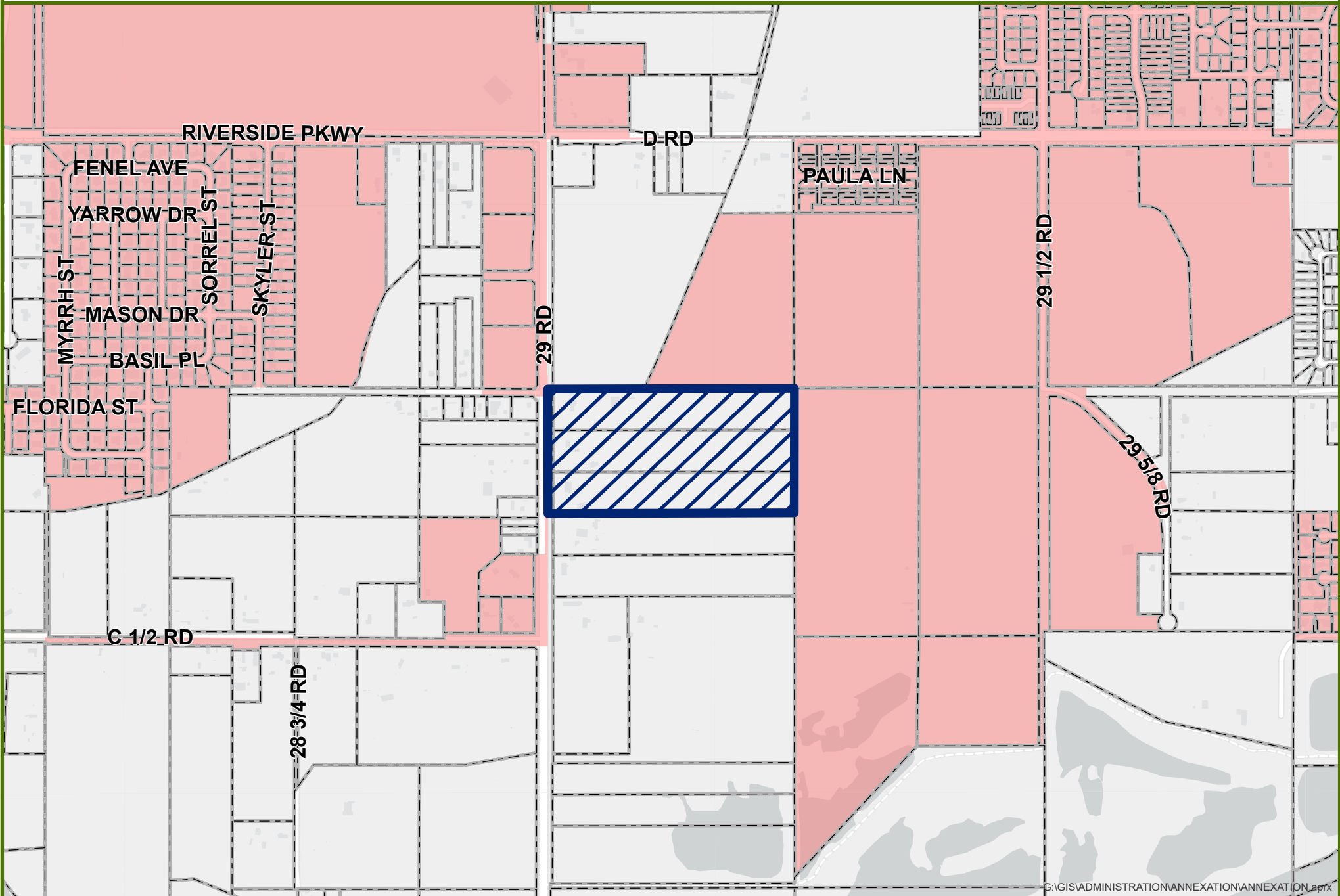


City Limits



Date Created: 5/16/2022

IF LAND ANNEXATION



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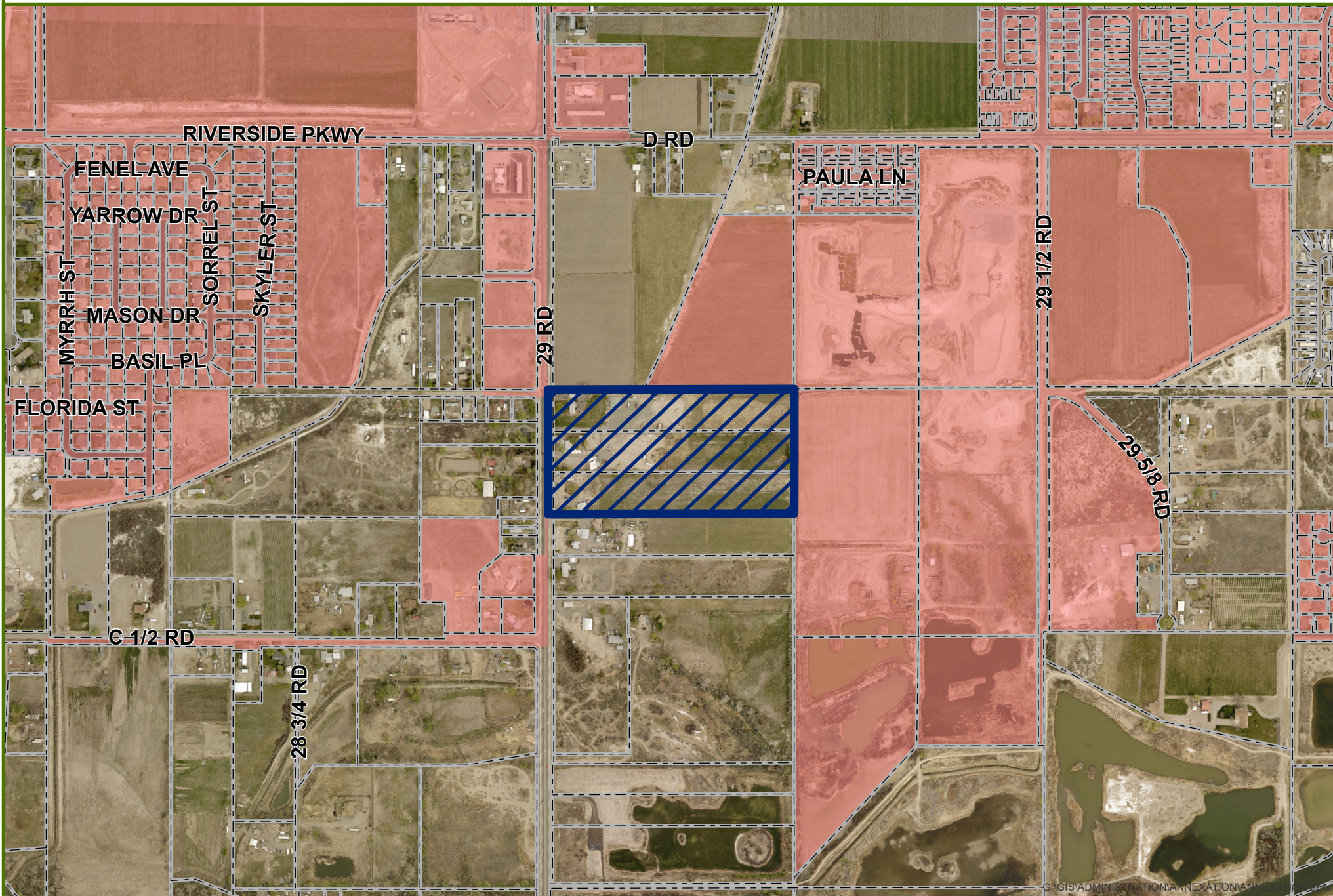


Annexation



City Limits

IF LAND ANNEXATION



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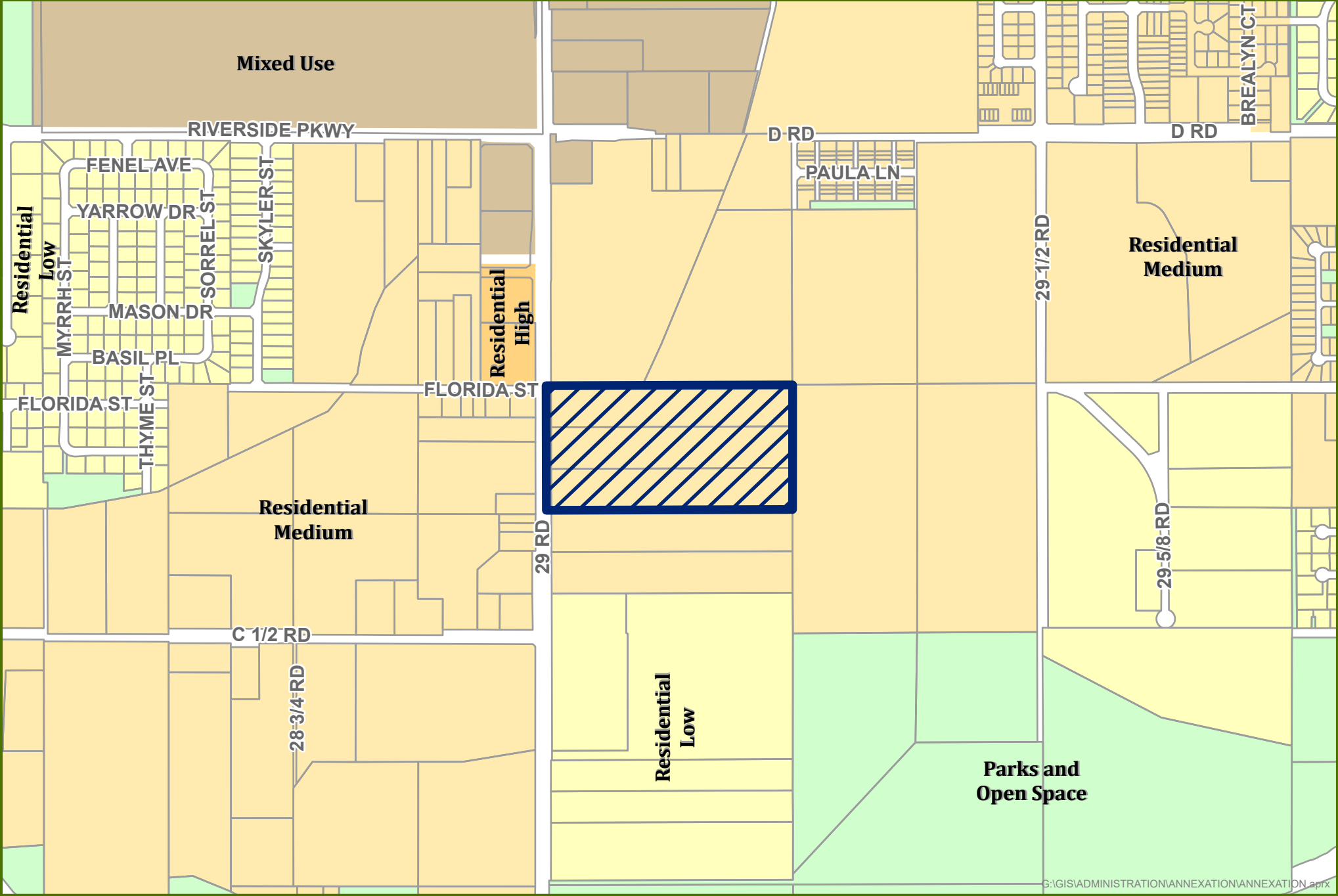


Annexation



City Limits

IF LAND ANNEXATION - LAND USE

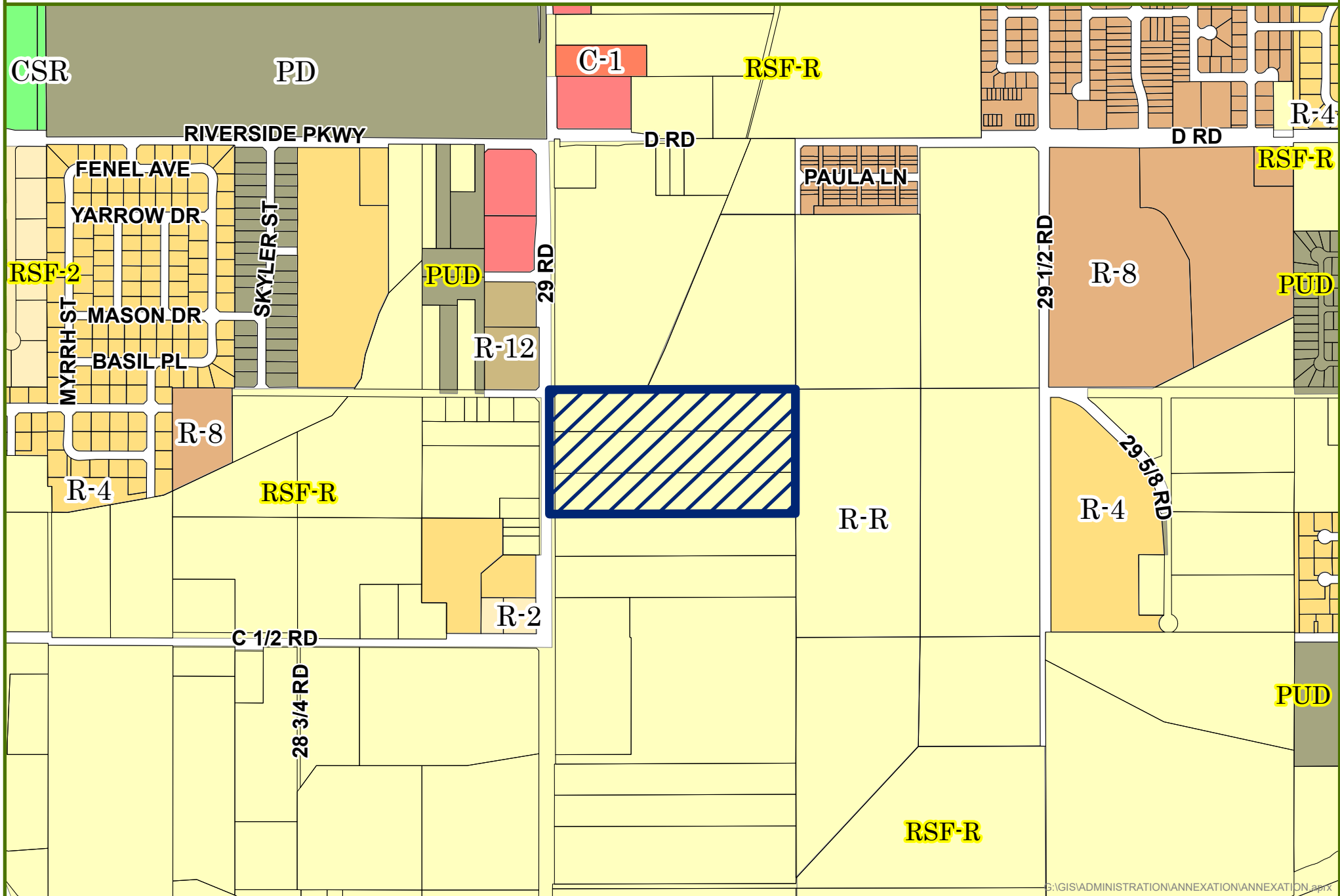


0 0.1 0.2 Miles



Annexation Boundary

IF LAND ANNEXATION - ZONING



0 0.1 0.2 Miles



Annexation

City Zoning

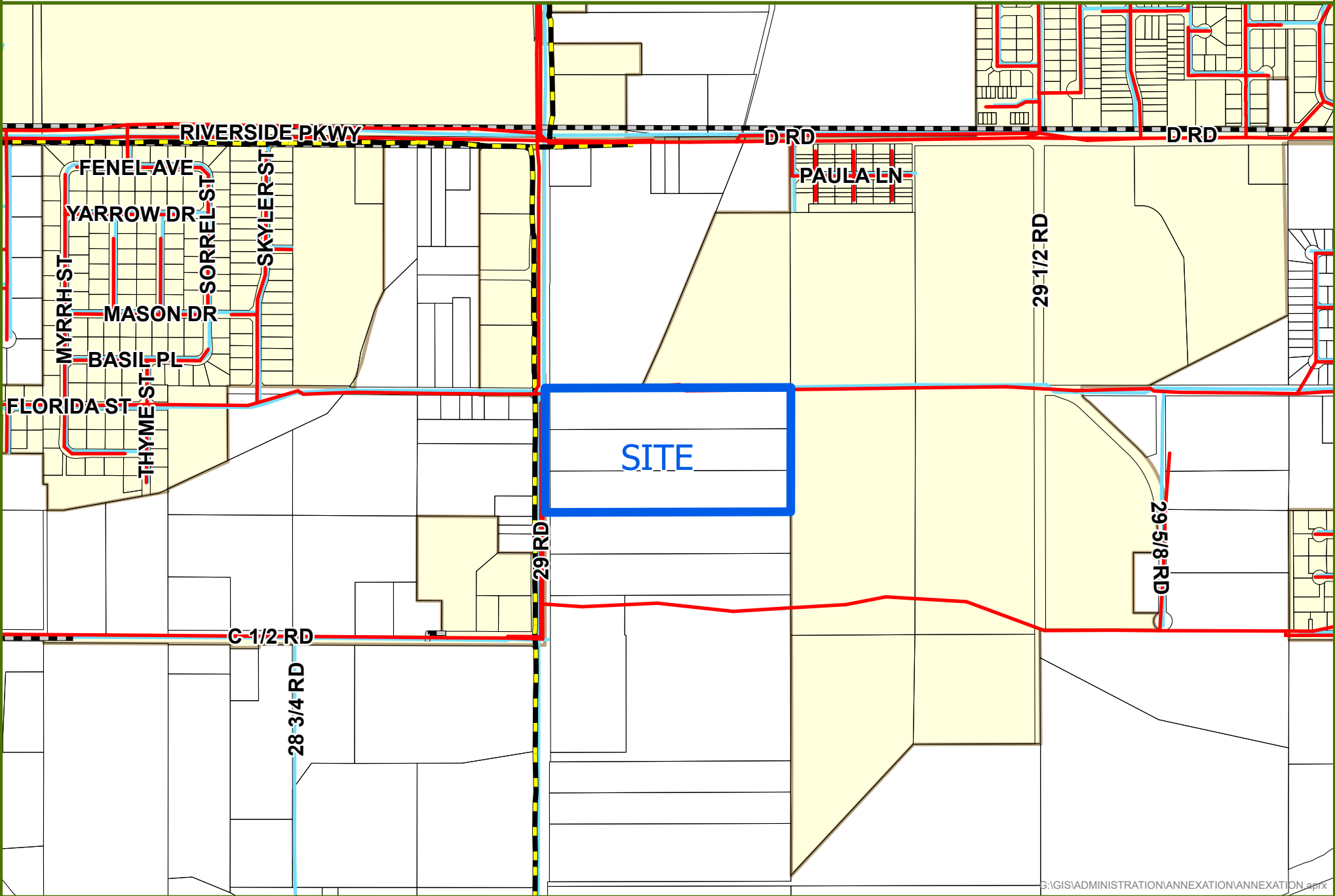
County Zoning

Packet Page 65

Date Created: 5/17/2022

CITY OF
Grand Junction
COLORADO
GEOGRAPHIC INFORMATION SYSTEMS

IF LAND ANNEXATION - UTILITIES

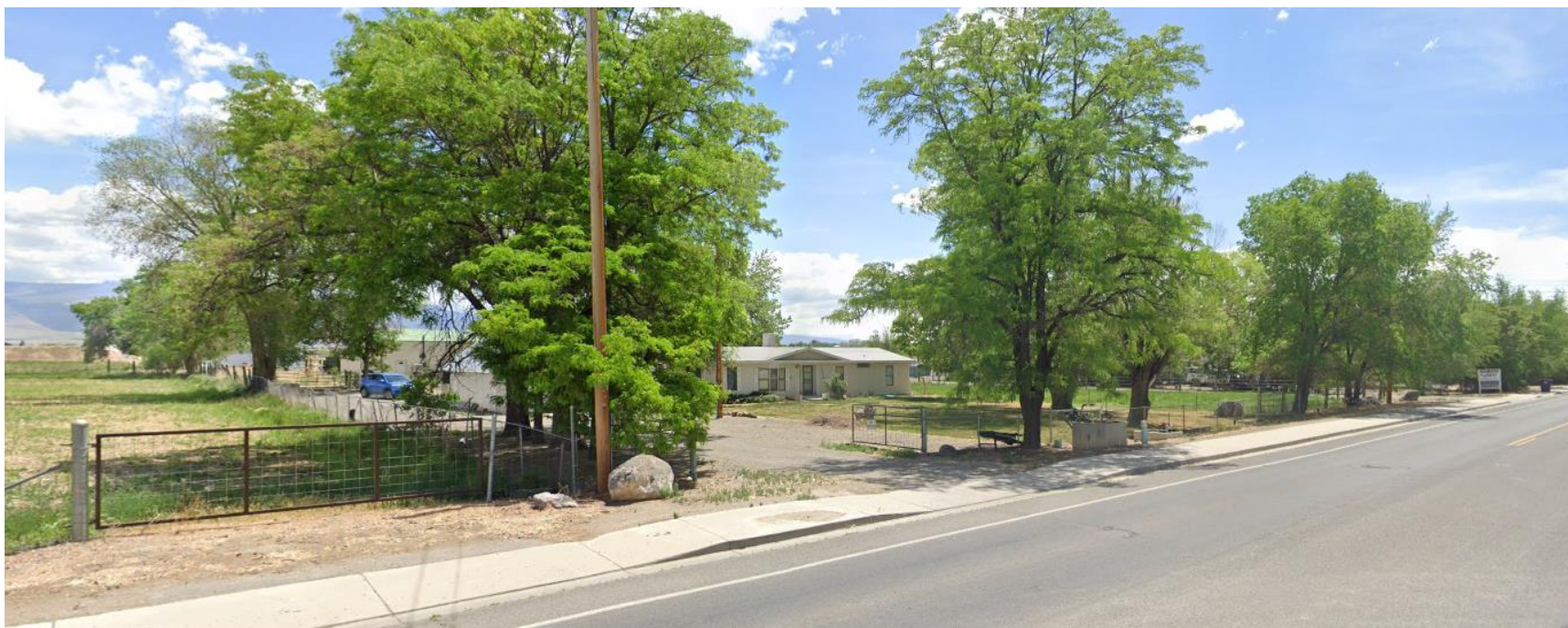


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0 0.1 0.2 Miles

- CITY FIBER
- NON-CITY FIBER
- SEWER
- UTE WATER
- CITY LIMITS



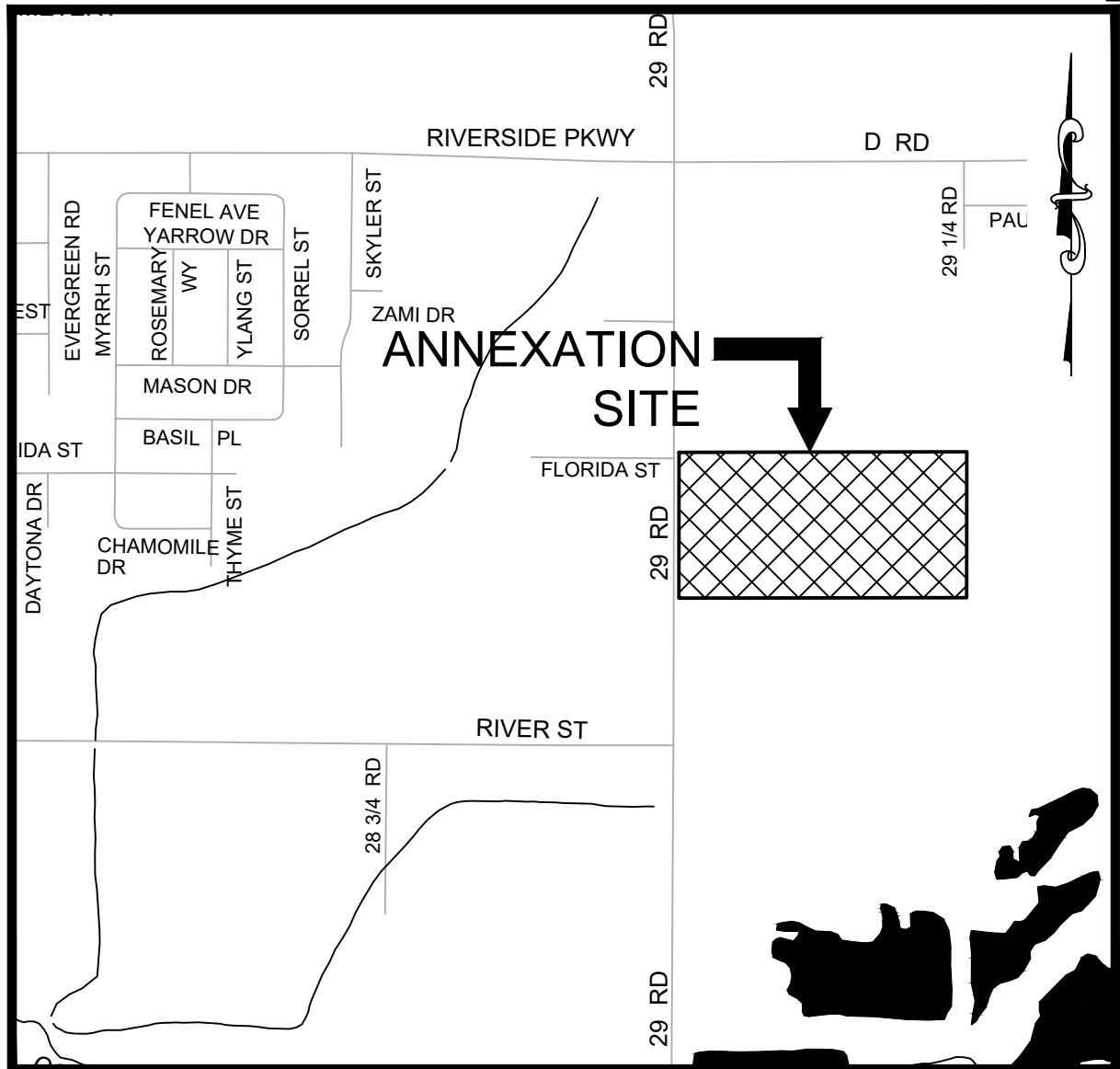
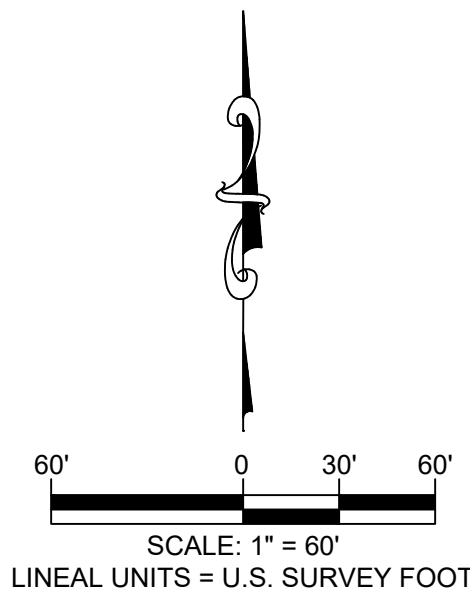
Looking SE from the NW corner of the annexation



Looking NE from the SW corner of the annexation

IF LAND ANNEXATION

Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO



SITE LOCATION MAP SCALE: 1" = 800'

LEGAL DESCRIPTION

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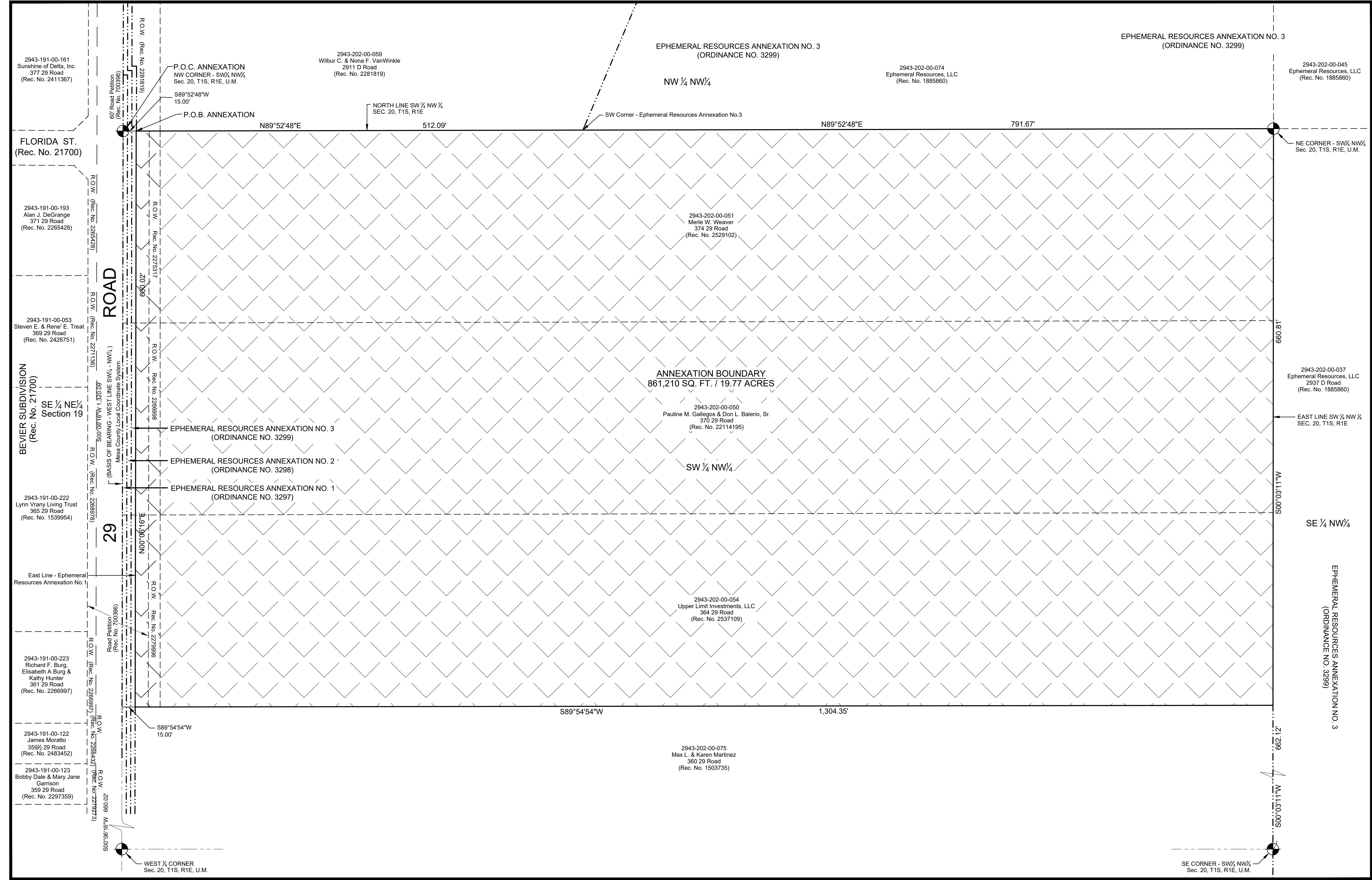
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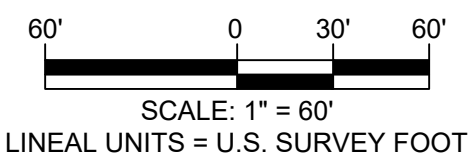
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CITY OF
Grand Junction
COLORADO
333 WEST AVENUE - BLDG. C
GRAND JUNCTION, CO. 81501

PUBLIC WORKS
ENGINEERING DIVISION

IF LAND ANNEXATION
Located in the SW 1/4 NW 1/4 SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO

1
OF
1

<u>IF LAND ANNEXATION SCHEDULE</u>		
June 15, 2022	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use	
June 28, 2022	Planning Commission considers Zone of Annexation	
July 6 2022	Introduction of a Proposed Ordinance on Zoning by City Council	
July 20, 2022	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council	
August 21, 2022	Effective date of Annexation and Zoning	
<u>ANNEXATION SUMMARY</u>		
File Number:		ANX-2022-114
Location:		364 / 370 / 374 29 Road
Tax ID Numbers:		2943-202-00-050; 2943-202-00-051; 2943-202-00-054
# of Parcels:		3
Existing Population:		7
# of Parcels (owner occupied):		?
# of Dwelling Units:		3
Acres land annexed:		19.77
Developable Acres Remaining:		19.147
Right-of-way in Annexation:		0.623
Previous County Zoning:		RSF-R
Proposed City Zoning:		R-8
Current Land Use:		Single Family and Agriculture
Comprehensive Plan Land Use:		Residential Medium
Values:	Assessed:	\$33,450
	Actual:	\$451,600
Address Ranges:		364 thru 374 (even only) 29 Road
Special Districts:	Water:	Ute
	Sewer:	City
	Fire:	GJ Rural
	Irrigation/Drainage:	Grand Valley Irrigation Company
	School:	District 51
	Pest:	Grand River Mosquito District
	Other:	Colorado River Water Conservancy

**NOTICE OF HEARING
ON PROPOSED ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO**

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Grand Junction, Colorado, held on the 15th day of June 2022, the following Resolution was adopted:

DRAFT

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. _____

**A RESOLUTION
REFERRING A PETITION TO THE CITY COUNCIL
FOR THE ANNEXATION OF LANDS
TO THE CITY OF GRAND JUNCTION, COLORADO,
SETTING A HEARING ON SUCH ANNEXATION,
AND EXERCISING LAND USE CONTROL**

**IF LAND ANNEXATION CONSISTING OF APPROXIMATELY 19.77 ACRES
LOCATED AT 364, 370 and 374 29 ROAD**

WHEREAS, on the 15th day of June 2022, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

**IF LAND ANNEXATION
PERIMETER BOUNDARY LEGAL DESCRIPTION**

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

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Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

WHEREAS, the Council has found and determined that the petition complies substantially with the provisions of the Municipal Annexation Act and a hearing should be held to determine whether or not the lands should be annexed to the City by Ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

1. That a hearing will be held on the 20th day of July, 2022, in the City Hall auditorium, located at 250 North 5th Street, City of Grand Junction, Colorado, at 5:30 PM to determine whether one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; whether a community of interest exists between the territory and the city; whether the territory proposed to be annexed is urban or will be urbanized in the near future; whether the territory is integrated or is capable of being integrated with said City; whether any land in single ownership has been divided by the proposed annexation without the consent of the landowner; whether any land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; whether any of the land is now subject to other annexation proceedings; and whether an election is required under the Municipal Annexation Act of 1965.
2. Pursuant to the State's Annexation Act, the City Council determines that the City may now, and hereby does, exercise jurisdiction over land use issues in the said territory. Requests for building permits, subdivision approvals and zoning approvals shall, as of this date, be submitted to the Community Development Department of the City.

ADOPTED the 15th day of June 2022.

Anna M. Stout
President of the Council

Attest:

Amy Phillips
City Clerk

NOTICE IS FURTHER GIVEN that a hearing will be held in accordance with the Resolution on the date and at the time and place set forth in the Resolution.

Amy Phillips
City Clerk

<i>DATES PUBLISHED</i>
June 17th, 2022
June 24th, 2022
July 1st, 2022
July 8th, 2022

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

AN ORDINANCE ANNEXING TO THE CITY OF GRAND JUNCTION, COLORADO THREE PARCELS OF LAND LOCATED AT 364, 370 AND 374 29 ROAD (TERRITORY) THE TERRITORY IS COLLECTIVELY KNOWN AS AND REFERRED TO AS THE IF LAND ANNEXATION WHICH IS IN TOTAL APPROXIMATELY 19.77 ACRES

WHEREAS, on the 15th day of June 2022, the City Council of the City of Grand Junction considered a petition for the annexation of the Territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the ____ day of _____, 2022; and

WHEREAS, the City Council determined that said Territory was eligible for annexation and that no election was necessary to determine whether such Territory should be annexed;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

That the real property situate in Mesa County, Colorado, known as the IF Land Annexation is described to wit:

**IF LAND ANNEXATION
EXHIBIT A**

PERIMETER BOUNDARY LEGAL DESCRIPTION

A parcel of land being a part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 20, Township 1 South, Range 1 East, Ute Meridian, Mesa County, Colorado more particularly described as follows:

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Said Parcel of land CONTAINING 861,210 Square Feet or 19.77 Acres, more or less.

INTRODUCED on first reading on the 15th day of June 2022 and ordered published in pamphlet form.

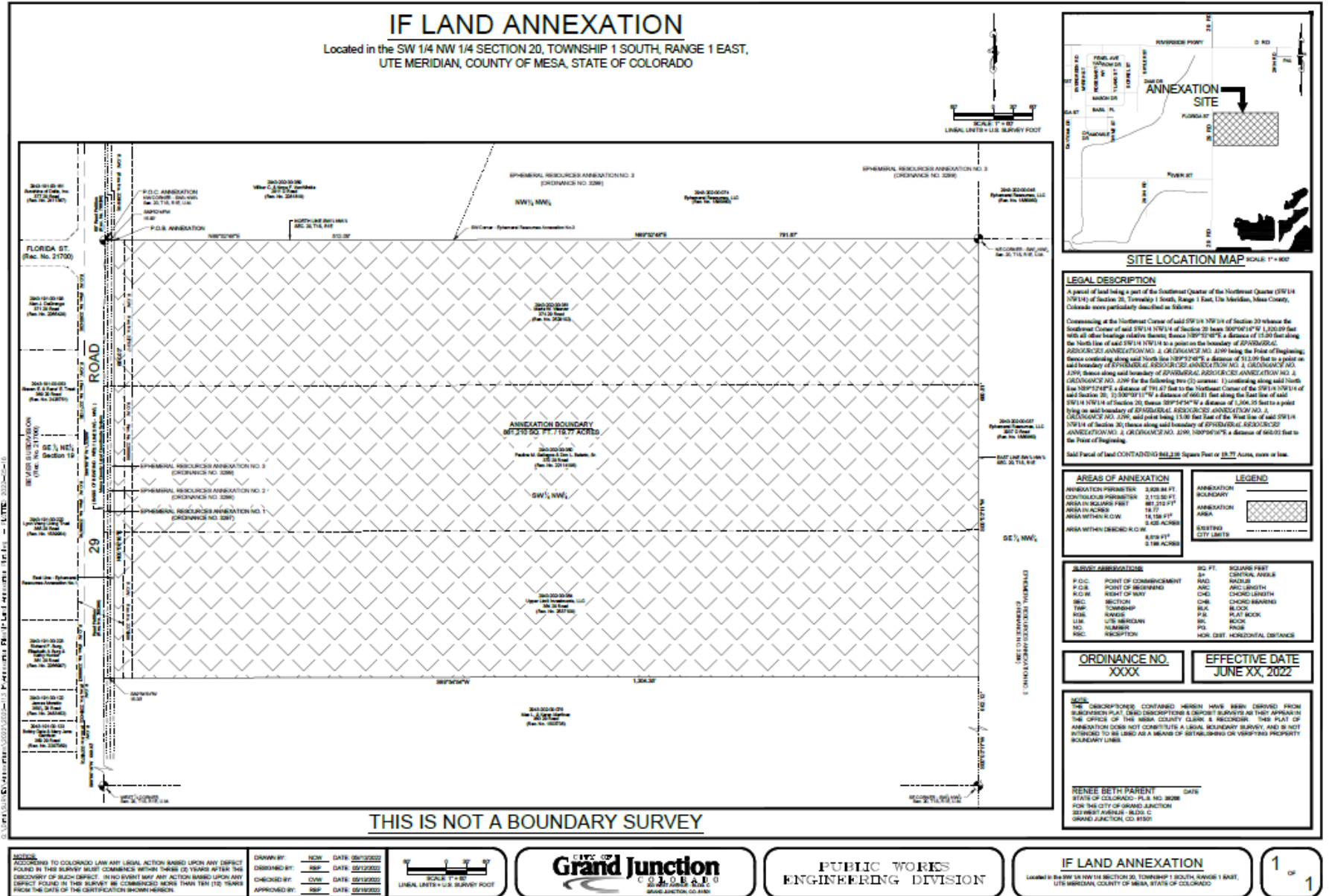
ADOPTED on second reading the ____ day of _____ 2022 and ordered published in pamphlet form.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk

EXHIBIT A





Grand Junction City Council

Regular Session

Item #2.a.iii.

Meeting Date: June 15, 2022
Presented By: Jace Hochwalt, Senior Planner
Department: Community Development
Submitted By: Jace Hochwalt, Senior Planner

Information

SUBJECT:

Introduction of an Ordinance Rezoning Approximately 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) Located at the Northeast Corner of Horizon Drive and Hilaria Avenue and Setting a Public Hearing for July 6, 2022

RECOMMENDATION:

Planning Commission will hear this item at its June 14, 2022 meeting.

EXECUTIVE SUMMARY:

EN-SIM Partnership LLC, Oxford Select Investors – Grand Junction LLC, and Mesa Junction, LTD, is requesting the rezone of three parcels totaling approximately 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) located at the northeast corner of Horizon Drive and Hilaria Avenue. The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial.

BACKGROUND OR DETAILED INFORMATION:

The proposed rezone comprises three parcels totaling 8.27 acres situated at the northeast corner of Horizon Drive and Hilaria Avenue. Two parcels are addressed (2805 Printers Way and 768 Hilaria Avenue), while one parcel is not currently addressed but sits at the southwest corner of Horizon Drive and H Road roundabout. The subject site has sat vacant for several decades and was annexed into the Grand Junction city limits in 1981 as part of the Currier Annexation. The site has a current zoning designation of I-O (Industrial-Office) which allows for a variety of light industrial, commercial/office, and institutional uses. Notably, the I-O zone district does not allow for multi-family residential uses. The site is also situated within the Horizon Drive District Overlay. The purpose of the Horizon Drive Zone District Overlay is to provide a consistent level of architectural character, quality and aesthetics of the Horizon Drive

area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation.

The 2020 Comprehensive Plan identifies the site as having a Commercial land use designation, which is slightly different from the 2010 Comprehensive Plan Future Land Use Designation of Business Park Mixed Use. The characteristics of the Commercial Land Use designation in the 2020 Comprehensive Plan were to provide for concentrated areas of retail, services, and employment located near areas along major local, state, and interstate roadways. Given the subject location along a minor arterial located one block south of the Grand Junction Regional Airport, two blocks north of the Interstate 70 Interchange, and within close proximity to existing commercial uses, the Commercial designation was an appropriate designation for the site given the elimination of the Business Park Mixed Use designation from the 2010 Comprehensive Plan.

The site is situated at the northeast corner of the Horizon Drive and Hilaria Avenue intersection and surrounded by several different uses. Adjacent to the north is the Bureau of Land Management Grand Junction Field Office, followed by a multi-tenant office/industrial facility. To the south are office buildings and hotels. To the north and east is the Grand Junction Regional Airport, and to the west are hotels, including the Residence Inn and Courtyard by Marriott. Adjacent zoning to the north and west is I-O (Industrial Office), while zoning to the south is C-1 (Light Commercial), and zoning to the east is PAD (Aeronautical zoning for the airport).

While no development is currently proposed for the site, if the rezone application is approved and a development is subsequently proposed, it would be required to go through a formal review process, likely in the form of a Major Site Plan Review.

NOTIFICATION REQUIREMENTS

A Neighborhood Meeting regarding the proposed rezone request was held virtually on March 15, 2022 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant team and City staff were present, as well as three members of the public. The rezone request was discussed with attendees, and questions regarding proposed uses came up. There was also discussion about the City process moving forward. No objections were expressed at the meeting related to the rezone.

Notice was completed consistent with the provisions in Section 21.02.080 (g) of the Zoning and Development Code. The subject property was posted with an application sign on April 14, 2022. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property, as well as neighborhood associations within 1000 feet, on June 3, 2022. The notice of the Planning Commission public hearing was published on June 7, 2022 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.140 of the Grand Junction Municipal Code, in order to maintain internal consistency between this code and the zoning maps, zoning map amendments must only occur if at least one of the five criteria listed below is met. Staff analysis of the criteria is found below each listed criterion.

(1) Subsequent events have invalidated the original premises and findings; and/or

The Comprehensive Plan Land Use Map identifies the subject property as Commercial. Both the Applicant's proposed zoning of C-1, as well as the existing zoning of I-O implement the Land Use Designation of Commercial per the 2020 Comprehensive Plan. While the 2020 Comprehensive Plan Land Use designation of the property did change from the prior 2010 Comprehensive Plan (going from Business Park Mixed Use to Commercial), the change was spurred by a consolidation and simplification of Land Use designations (which included the elimination of the Business Park Mixed Use designation), and not necessarily a change in the character of the area or other factors that would warrant a change in the Land Use designation. In conclusion, staff finds this criterion has not been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

As previously indicated, the subject site has remained vacant for several decades. There is still a sizable amount of vacant or underdeveloped land in the surrounding area, albeit some of the vacant land does have some topographical challenges. New development has been fairly limited in the area immediately adjacent to the subject site with the exception of the Grand Junction Soccer Club facility and a multi-unit mini-storage facility, both of which are adjacent to the northwest and constructed in 2018. The proposed C-1 zoning district is less restrictive than the current I-O zone district, particularly as it pertains to retail and residential uses. However, staff has determined that it is premature to conclude that the character of the area has changed in such a way that warrants a zoning change. As such, staff finds this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

The subject property is within an urbanized area in the northern portion of the City of Grand Junction. Adequate public and community facilities and services are available and sufficient to serve uses associated with the C-1 zone district. The type and scope of land-use allowed within the C-1 zone district is similar in character and extent to the existing land-use of many nearby properties, which include hotels, offices, gas stations, and restaurants. The subject site is currently served by Ute Water, Persigo Wastewater Treatment, and Xcel Energy (electricity and natural gas). Additionally, multi-modal access to the site is sufficient, with multiple bus stops within close proximity of the subject site. The application packet was sent out to applicable utility companies for this rezone proposal, and there were no objections expressed during the review process. Based on the provision of adequate public utilities and community facilities to serve the

rezone request, staff finds that this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The subject site has a I-O zoning designation, which allows for a variety of industrial, office, and institutional uses. The current I-O zone district accounts for approximately 1.9% of City zoned land, whereas the C-1 zone district accounts for approximately 5.6% of City zoned land. While the site has been vacant for several decades, staff believe that there is land throughout the City available to accommodate the diversity of uses allowed within the C-1 zone district. Based on these considerations, staff finds that this criterion has not been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The site is well served by transportation infrastructure, utilities, and other community facilities, and is within close proximity to commercial and employment centers. In addition, a designation of C-1 would allow for additional commercial and residential uses not allowed within the current I-O zone district. The community and area will benefit from the potential for development of vacant parcels of underutilized land with excellent accessibility and exposure, being located along a Minor Arterial (Horizon Drive) and within half a mile of the Interstate 70 interchange and the Grand Junction Regional Airport. As such, staff finds this criterion has been met.

The rezone criteria provide the City must also find the request consistent with the vision, goals, and policies of the Comprehensive Plan. Staff has found the request to be consistent with the following goals and policies of the Comprehensive Plan:

Plan Principle 3.1.b. Intensification and Tiered Growth – Support the efficient use of existing public facilities and services by directing development to locations where it can meet and maintain the level of service targets as described in Chapter 3, Servicing Growth. Prioritize development in the following locations (in order of priority).

Periodically consider necessary updates to the Tiers.

- i. Tier 1: Urban Infill
- ii. Tier 2: Suburban Infill
- iii. Tier 3: Rural Areas and County Development

Plan Principle 3.6.b. Mix of Uses - Support the creation of a mix of uses, as in neighborhood centers and along prominent corridors that reflect the needs of adjoining residents and the characteristics of individual neighborhoods, including, but not limited to retail, office, entertainment, schools, libraries, parks, recreation amenities, transit facilities, and other amenities.

FINDINGS OF FACT AND RECOMMENDATION

After reviewing the Landing on Horizon rezone request, RZN-2022-228, rezoning three

parcels totaling 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) for the property located at the northeast corner of Horizon Drive and Hilaria Avenue, the following findings of fact have been made:

1. The requested zone is consistent with the goals and policies of the Comprehensive Plan; and
2. In accordance with Section 21.02.140 of the Grand Junction Zoning and Development Code, one or more of the criteria have been met.

Therefore, Staff recommends approval of the request. The Planning Commission will hear the request and make a recommendation at their June 14th meeting.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to introduce an ordinance rezoning 8.27 acres from I-O (Industrial Office) to C-1 (Light Commercial) located at the northeast corner of Horizon Drive and Hilaria Avenue and set a public hearing for July 6, 2022.

Attachments

1. Exhibit 1 - Application Packet
2. Exhibit 2 - Neighborhood Meeting Notes
3. Exhibit 3 - Maps and Exhibits
4. ORD-Hilara rezone 060722



Landing on Horizon

Rezone

2805 Printers Way, 768 Hilaria Ave

& parcel #2705-312-03-002 Grand Junction, CO 81506.

03-29-2022

General Project Report

A. Project Description

1. 2805 Printers Way, 768 Hilaria Ave & parcel #2705-312-03-002 Grand Junction, CO 81506.
2. 1.99 acres; 3.00 acres; and 3.28 acres = 8.27 acres
3. The applicant is proposing to Rezone the three parcels stated above from I-O (Industrial Office) to (C-1) Light Commercial. Anthony Properties is the applicant and developer. The applicant is pursuing a rezone intending to then submit a site plan review for multi-family apartments.

B. Public Benefit

- the development of property adjacent to existing City services;
- the creation of developable lots;
- the development of vacant land within the City.

C. Neighborhood Meeting

A Neighborhood Meeting was held on Tuesday, March 15, 2022. The Neighborhood Meeting was held virtually, via Zoom. Neighborhood Meeting Notes are attached to the submittal package.

D. Project Compliance, Compatibility, and Impact

1. Adopted Plans and/or Policies

The 2020 Comprehensive Plan supports Commercial

2. Surrounding Land Use

To the north is Government Services zoned (I-O); to the south schools/education and Government Services zoned (C-1); to the west is Vacant Land & Hotel/Motels zoned (I-O) and to the east is the airport designated as transportation and zoned (PAD).

3. Site Access and Traffic

Currently, there are no constructed accesses to the three parcels. There will be two proposed accesses. One access on Printers Way and one access on Horizon Drive.

4 & 5. Availability of Utilities and Unusual Demands

- Sanitary Sewer: There is sewer available in Hilaria Ave, Printers Way and two sewer mains available on the northeast end of Horizon Drive by the H Road roundabout
- Water: There is water available in Printers Way, Hilaria Ave and Horizon Drive
- Storm Sewer: There is storm sewer available in Hilaria Ave, Horizon Drive, and Printers Way.
- Gas:
- Other:

6. Effects on Public Facilities

This Rezone Submittal won't have any effects on Public Facilities.

7. Hours of Operation

N/A

8. Number of Employees

N/A

9. Signage Plans (required with Conditional Use Permits and Planned Development)

N/A

10. Site Soils and geology (such as Soils Conservation Service (SCS) soils mapping)

N/A

11. Impact of project on site geology and geologic hazards, if any

N/A

E. Must address the review criteria contained in the Zoning and Development Code for the type of application being submitted.

(1) Subsequent events have invalidated the original premises and findings; and/or

Yes, Future Land Use Overlays have been put in place such as the Horizon Drive District Overlay Zone. Also, the 2020 Comprehensive Plan supports the Commercial Zone and the Commercial Zone supports high density residential.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

This area is currently zoned I-O (Industrial Office), but has remained vacant land. The surrounding area has developed into a mixed use area of office, industrial, hotel, restaurant, etc. This area is in the Horizon Drive District Overlay and the purpose of this is to provide a consistent level of architectural character, quality and aesthetics of Horizon Drive area as well as to improve and enhance pedestrian access, vehicular access, parking and circulation.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Yes, public and community facilities are adequate to serve a proposed multi-family development.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

Yes, code and guiding documents want mixed-use in this area.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

This area will benefit from a zone change to C-1 from I-O, because it will allow additional multi-family housing for the community (especially the workforce in that area) as well as add residents to that area and help the growth of the Horizon Drive District.

F. Development Schedule and Phasing

Rezone - March 2022

Simple Subdivision - April 2022

Site Plan Review - May 2022

Project to be built in one phase

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Vacant Land

Existing Zoning Multi-Family Residences

Proposed Land Use Designation I-O

Proposed Zoning C-1

Property Information

Site Location: 768 HILARIA AVE Grand Junction, CO 81506

Site Acreage: 3.00

Site Tax No(s): 2705-312-08-003

Site Zoning: I-O

Project Description: Rezone parcel to C-1 with anticipation of developing apartments

Property Owner Information

Name: EN-SIM PARTNERSHIP LLP

Street Address: 701 COLORADO AVE

City/State/Zip: G.J CO 81501

Business Phone #: 970-242-1655

E-Mail: doug@enstran.com

Fax #:

Contact Person: Doug Simons

Contact Phone #: 970-261-7430

Applicant Information

Name: Anthony Properties

Street Address: 12770 Coit Rd #970

City/State/Zip: Dallas, TX 75251

Business Phone #: 214-432-9514

E-Mail: brian@anthonyproperties.com

Fax #: n/a

Contact Person: Brian Shiu

Contact Phone #: 214-803-2678

Representative Information

Name: Kaart Planning

Street Address: 734 Main Street

City/State/Zip: G.J. CO 81501

Business Phone #: 241-0745

E-Mail: ted.ciavonne@kaart.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Date

3/28/22

Signature of Legal Property Owner

Date

3.17.22

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Vacant Land

Existing Zoning Multi-Family Residences

Proposed Land Use Designation I-O

Proposed Zoning C-1

Property Information

Site Location: 2805 PRINTERS WAY Grand Junction, CO 81506

Site Acreage: 1.99

Site Tax No(s): 2705-312-08-002

Site Zoning: I-O

Project Description: Rezone parcel to C-1 with anticipation of developing apartments

Property Owner Information

Name: MESA JUNCTION LTD

Street Address: 3055 S BRIDLE DR

City/State/Zip: JACKSON, WY 83004

Business Phone #:

E-Mail:

Fax #:

Contact Person:

Contact Phone #:

Applicant Information

Name: Anthony Properties

Street Address: 12770 Coit Rd #970

City/State/Zip: Dallas, TX 75251

Business Phone #: 214-432-9514

E-Mail: brian@anthonyproperties.com

Fax #: n/a

Contact Person: Brian Shiu

Contact Phone #: 214-803-2678

Representative Information

Name: Kaart Planning

Street Address: 734 Main Street

City/State/Zip: G.J. CO 81501

Business Phone #: 241-0745

E-Mail: ted.ciavonne@kaart.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

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Signature of Person Completing the Application

[Signature]

Date

3/28/22

Signature of Legal Property Owner

[Signature]

Date

Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Rezone

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation Vacant Land

Existing Zoning Multi-Family Residences

Proposed Land Use Designation I-O

Proposed Zoning C-1

Property Information

Site Location: 2705-312-03-002

Site Acreage: 3.28

Site Tax No(s): 2705-312-03-002

Site Zoning: I-O

Project Description: Rezone parcel to C-1 with anticipation of developing apartments

Property Owner Information

Name: Oxford Select Investors - Grand Junction LLC

Street Address: 2545 Railroad St #300

City/State/Zip: Pittsburgh, PA 15222

Business Phone #: 412-395-3473

E-Mail: jdeitrick@oxfordrealtyservices.com

Fax #: n/a

Contact Person: Jeffrey Deitrick

Contact Phone #: 412-395-3473

Applicant Information

Name: Anthony Properties

Street Address: 12770 Coit Rd #970

City/State/Zip: Dallas, TX 75251

Business Phone #: 214-432-9514

E-Mail: brian@anthonyproperties.com

Fax #: n/a

Contact Person: Brian Shiu

Contact Phone #: 214-803-2678

Representative Information

Name: Kaart Planning

Street Address: 734 Main Street

City/State/Zip: G.J. CO 81501

Business Phone #: 241-0745

E-Mail: ted.ciavonne@kaart.com

Fax #: n/a

Contact Person: Ted Ciavonne

Contact Phone #: 241-0745

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application

Date 3-16-22

Signature of Legal Property Owner

Date 3-16-22

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) EN-SIM PARTNERSHIP LLP ("Entity") is the owner of the following property:

(b) 768 HILARIA AVE Grand Junction, CO 81506 (2705-312-08-003)

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

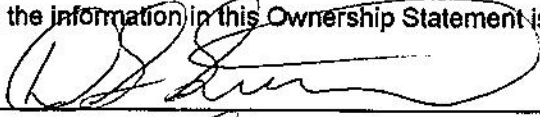
On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

Printed name of person signing: Doug Simons

State of Colorado)

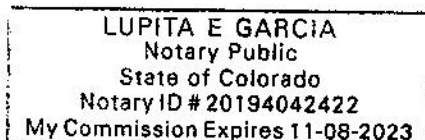
County of Mesa) ss.

Subscribed and sworn to before me on this 17 day of March, 20 22

by 

Witness my hand and seal.

My Notary Commission expires on 11-08-2023



Lupita E Garcia
Notary Public Signature

Reception No. 904483
Recorded at _____ o'clock _____ M., _____ Recorder

WARRANTY DEED

Grantor(s), Thomas J. Daly whose address is 1590 Homesteake Dr, Aspen CO 81611, for the consideration of Nine Hundred Eighty-Five Thousand Four Hundred Ninety-Three And 00/100 in hand paid, hereby sell(s) and convey(s) to EN-SIM Partnership L.L.P., A Colorado limited liability partnership

2049691 04/08/02 1251PM PM
MONIKA TODD CLK&REC MESA COUNTY CO
REC FEE \$10.00
DOCUMENTARY FEE \$98.55

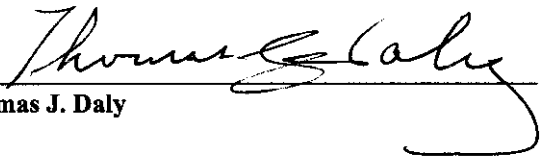
whose legal address is 653 Round Hill Dr, Grand Junction CO 81506, the following real property in the County of Mesa, and State of Colorado, to wit:

See Exhibit A attached hereto and made a part hereof.

also known as street and number: Vacant Land, Grand Junction, CO 81506

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2002, payable in 2003 and all subsequent years, easements, rights of way, reservations and restrictions of record.

Signed this 3rd day of April, 2002.


Thomas J. Daly

STATE OF COLORADO,

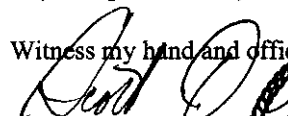
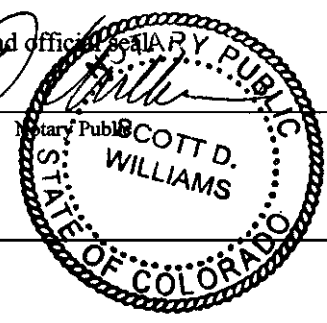
County of Mesa

} ss.

The foregoing instrument was acknowledged before me this 3rd day of April, 2002 by Thomas J. Daly.

My commission expires: 1/13/2003

Witness my hand and official seal


Notary Public


*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Exhibit A

Lot 2 of

C H FOUR COMMERCIAL PARK FILING NO. 1;

EXCEPT Beginning at the Northeast corner of said Lot 2,

thence along the five following courses:

- 1. South 35°13'30" East 7.50 feet along the Northeast line of said Lot 2;**
 - 2. South 54°46'30" West 355.80 feet along a line 7.50 feet Southeast of and parallel to the Northwest line of Lot 2;**
 - 3. along the arc of a tangent circular curve deflecting to the left with a radius of 25.00 feet, a central angle of 87°10'39", a length of 38.04 feet, and a chord bearing South 11°11'11" West 34.47 feet to a point of osculation;**
 - 4. along the Northeast right of way line of Hilaria Avenue and along the arc of a circular curve deflecting to the left with a radius of 635.00 feet, a central angle of 02°49'21", a length of 31.28 feet, and a chord bearing North 33°48'49" West 31.28 feet to a point of nontangency;**
 - 5. North 54°46'30" East 380.00 feet along the Northwest line of Lot 2 to the beginning;**
- as conveyed to City of Grand Junction by instrument recorded May 28, 1985 in Book 1540 at Page 596.**

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) MESA JUNCTION LTD

(b) 2805 PRINTERS WAY Grand Junction CO 81506 (2705-312-08-002)

("Entity") is the owner of the following property:

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: _____

Printed name of person signing: _____

State of _____)

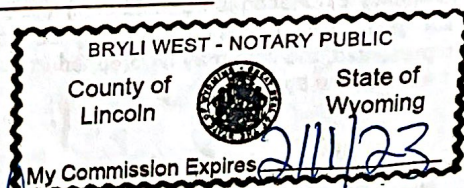
County of _____) ss.

Subscribed and sworn to before me on this _____ day of _____, 20 _____

by David Cadenhead

Witness my hand and seal.

My Notary Commission expires on _____



Bryli West
Notary Public Signature



State Documentary Fee
Date: January 25, 2018
\$49.50

Warranty Deed
(Pursuant to 38-30-113 C.R.S.)

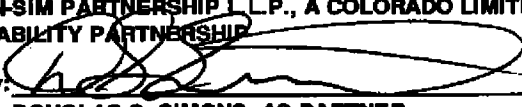
THIS DEED, made on January 25th, 2018 by **EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP** Grantor(s), of the County of Mesa and State of Colorado for the consideration of (\$495,000.00) ***Four Hundred Ninety Five Thousand and 00/100*** dollars in hand paid, hereby sells and conveys to **MESA JUNCTION LTD.** Grantee(s), whose street address is **3055 S BRIDLE DR, JACKSON, WY 83001**, County of Teton, and State of Wyoming, the following real property in the County of Mesa, and State of Colorado, to wit:

LOT 2 OF H & H SUBDIVISION, COUNTY OF MESA, STATE OF COLORADO.

also known by street and number as: **TBD PRINTERS WAY, GRAND JUNCTION, CO 81506**

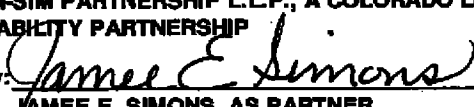
with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other NONE*

EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

By: 

DOUGLAS S. SIMONS, AS PARTNER

EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP

By: 

JAMEE E. SIMONS, AS PARTNER

State of Colorado)

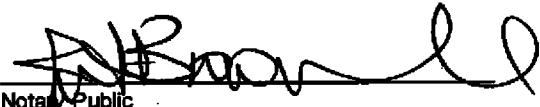
)ss.

County of MESA)

JENNIFER BROWNWELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19984002418
My Commission Expires February 5, 2022
County of Mesa

The foregoing Instrument was acknowledged before me on this day of January 25th, 2018 by **DOUGLAS S. SIMONS, AS PARTNER AND JAMEE E. SIMONS, AS PARTNER OF EN-SIM PARTNERSHIP L.L.P., A COLORADO LIMITED LIABILITY PARTNERSHIP**

Witness my hand and official seal

My Commission expires: 2/5/22 

Notary Public

When Recorded Return to: **MESA JUNCTION LTD.**
3055 S BRIDLE DR, JACKSON, WY 83001



OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) Oxford Select Investors Grand Junction LLC ("Entity") is the owner of the following property:

(b) 2705-312-03-002

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

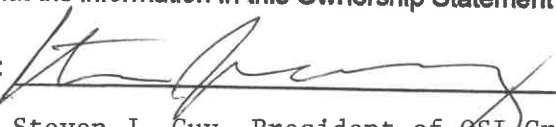
On behalf of Entity, I have reviewed the application for the (d) Rezone

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) none

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

Printed name of person signing: Steven J. Guy, President of OSI-Grand Junction, Inc., managing member of Oxford Select Investors Grand Junction, LLC

State of Pennsylvania)

County of Allegheny) ss.

Subscribed and sworn to before me on this 16th day of March, 20 22

by Steven J. Guy

Witness my hand and seal.

My Notary Commission expires on July 13, 2024

Commonwealth of Pennsylvania - Notary Seal
Maureen Wilhelm, Notary Public
Allegheny County
My commission expires July 13, 2024
Commission number 1208509
Member, Pennsylvania Association of Notaries


Notary Public Signature

WARRANTY DEED

Grantor(s), **Thomas J. Daly and Judith J. Daly** whose address is **1590 Homestake Drive, Aspen, 81611**, for the consideration of **TWO MILLION DOLLARS** in hand paid, hereby sell(s) and convey(s) to
Oxford Select Investors-Grand Junction, LLC, A Colorado Limited Liability Company

whose mailing address is **One Oxford Centre, Suite 4500, Pittsburgh, 15219**, the following real property in the County of **MESA**, and State of Colorado, to wit:

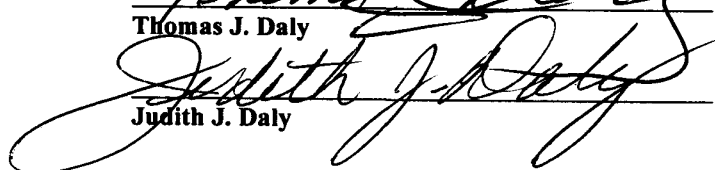
Lot 2
CH FOUR COMMERCIAL PARK-FILING NO. 3

Excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007 in Book 4520 at Page 159, Reception No. 2403199

also known as street and number: **Vacant Land, Grand Junction, Grand Junction, CO**

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2008, payable in 2009 and all subsequent years, easements, rights of way, reservations and restrictions of record.

Signed this 28 day of March, 2008.


Thomas J. Daly

Judith J. Daly

STATE OF COLORADO,

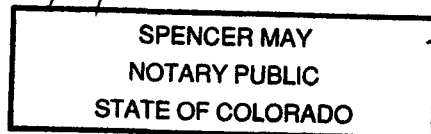
County of Pitkin

} ss.

The foregoing instrument was acknowledged before me this 28 day of March, 2008 by **Thomas J. Daly and Judith J. Daly**.

My commission expires: 11/21/2008

Witness my hand and official seal.




Notary Public

*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

Rezone for Landing on Horizon

A parcel of land situated in Lots 1 and 2 of Section 31, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado described as:

Lot 2 and Lot 3, H & H Subdivision (Reception No. 2824156)

and also,

Lot 2, C H Four Commercial Park, Filing No. 3 (2432388), excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007 in Book 4520 at Page 159, Reception No. 2403199.

Boundary description prepared by:

Alexandre B. Lheritier

Kaart Surveying, LLC

734 Main St.

Grand Junction, CO 81501



Landing on Horizon Neighborhood Meeting

03-15-2022 @ 5:30pm

Notes

A Neighborhood Meeting was held on Tuesday, March 15, 2022 at 5:30pm for a proposed Rezone at 2805 Printers Way, 768 Hilaria Ave & parcel # 2705-312-002. The applicant is proposing to Rezone from I-O (Industrial Office) to C-1 (Light Commercial). This meeting was held virtually, via Zoom.

In Attendance:

Representatives: Ted Ciavonne & Mallory Reams (Kaart Planning)

Jace Hochwalt (City of Grand Junction)

Brian Shiu (Anthony Properties)

Neighbors: Sharah Russell (Sharah.Russell@aimhosp.com)

Jeff Deitrick (JDeitrick@oxfordrealtyservices.com)

Dan Thurlow (dan.thurlow@cpcneutek.com)

20 notices were sent out and 3 neighbors attended. Sharah Russel was attending as a representative for Courtyard and Residence Inn by Marriot. Jeff Deitrick is the current land owner of one of the parcels for this rezone (parcel #2705-312-03-002).

Ted Ciavonne with Kaart Planning is the representative for Anthony Properties (Developer). Ted explained that these three properties needed to be rezoned in order to design a multi-family housing development similar to The Railyard on Base Rock Street. He also disclosed that the properties need to go through a Simple Subdivision to consolidate the three lots down to one lot.

The three neighbors in attendance were supportive of the idea of additional housing in that area. The neighbors did not have any concerns, but were curious what the site plan for the multi-family development would look like, how many total units would there be, where the access points would be and how many parking spaces are required for this type of development.

The neighbors were also interested in how the Rezone Process worked as well as when the Site Plan submittal would take place. They asked if there were public hearings. Ted explained that yes, there would be public hearings for the Rezone, but not for the Site Plan Review. Ted explained that they will receive cards in the mail when the public hearing dates will be as well as seeing the development signs on the property.

The three neighbors that attended were in favor of this project moving forward with the rezone.

Since the Neighborhood Meeting, we have not received any opposition from neighbors that could not attend.

Immediate Vicinity Map



Leitner-Poma Facility

Industrial Park

Grand Junction Regional Airport

GJ Fire Soccer Club

Bookcliff Country Club

Hotels/Offices/Restaurants

Interstate 70

Colorado Bureau of Investigation - Grand Junction

Grand Junction Regional Airport

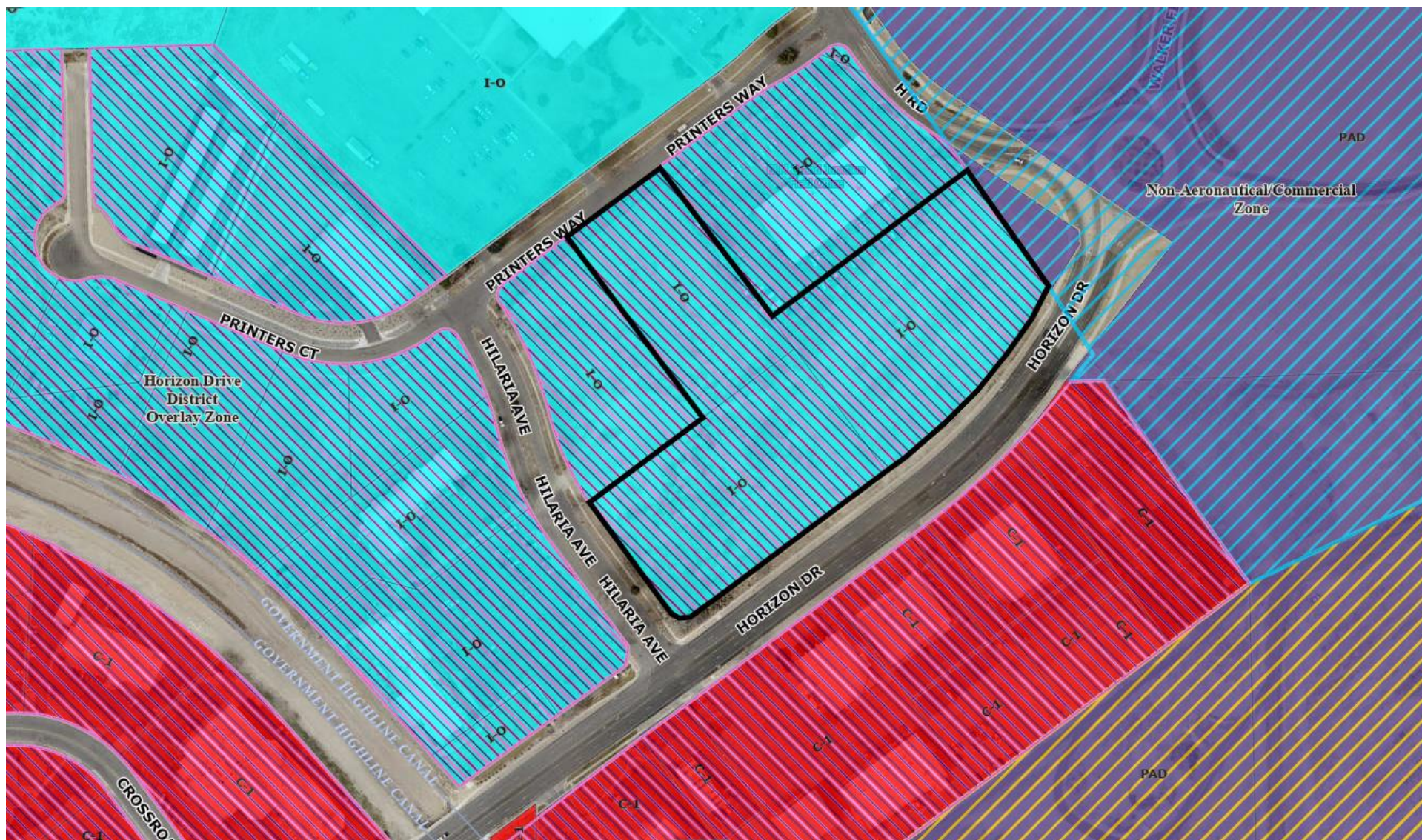
BJM Grand Junction Field Office

H RD

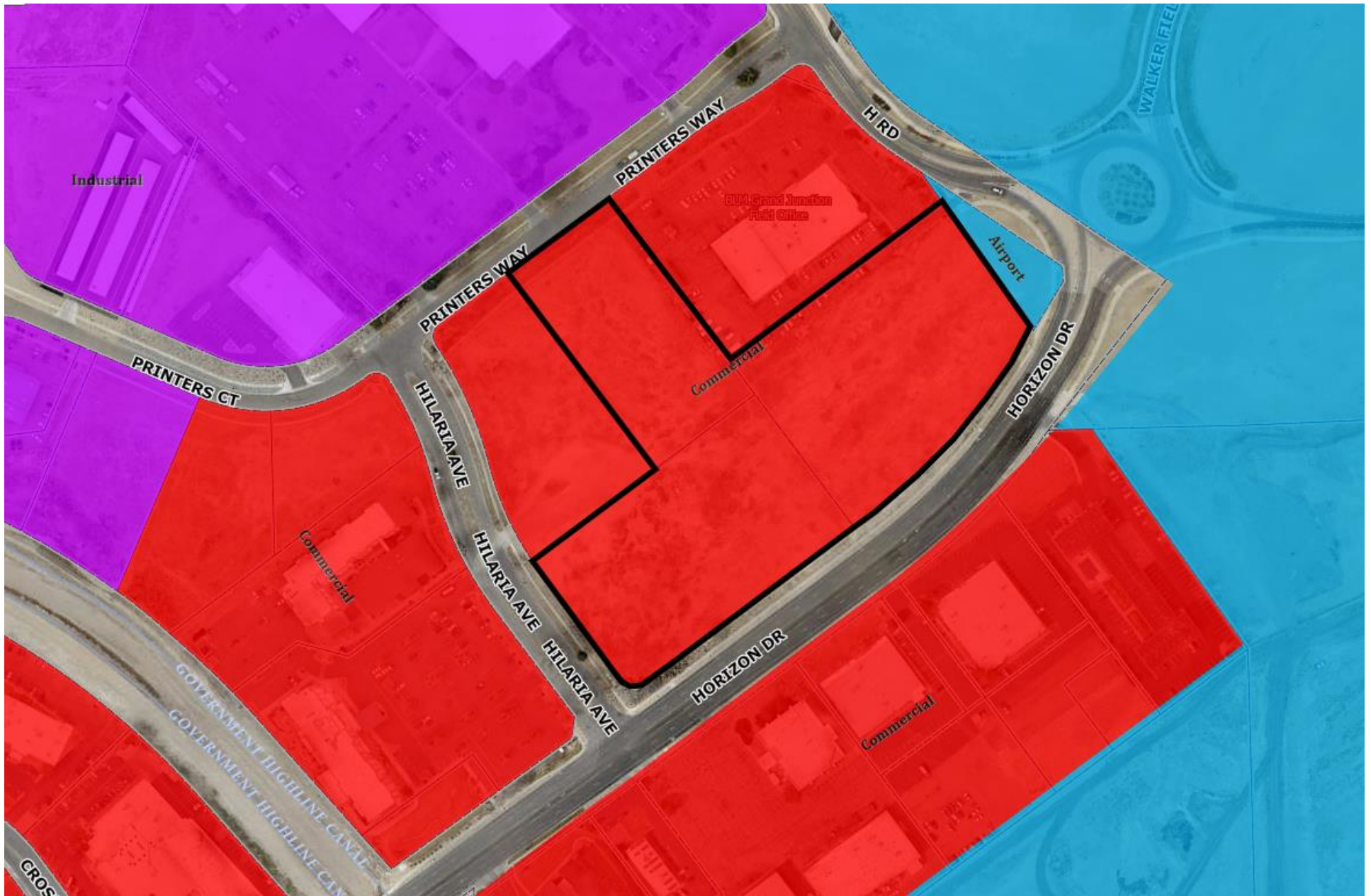
27 RD

Grand Junction Visitor Center

Zoning Map



Comprehensive Plan Land Use Map



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. ____

**AN ORDINANCE REZONING 8.27 ACRES OF LAND LOCATED AT THE
NORTHEAST CORNER OF HORIZON DRIVE AND HILARIA AVENUE FROM I-O
(INDUSTRIAL OFFICE TO C-1 (LIGHT COMMERCIAL))**

Recitals:

EN-SIM Partnership LLC, Oxford Select Investors – Grand Junction LLC, and Mesa Junction, LTD (Owners) own three parcels totaling approximately 8.27 acres (Property) located at the northeast corner of Horizon Drive and Hilaria Avenue. The Property is designated by The Comprehensive Plan Land Use Map as *Commercial*. The Owner proposes that the Property be rezoned from I-O (Industrial Office) to C-1 (Light Commercial).

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended zoning the Property C-1 (Light Commercial) finding that the C-1 zone district conforms to and is consistent with the Comprehensive Plan Land Use designation of the *Commercial* designation, the Comprehensive Plan's goals, and policies, and is generally compatible with land uses located in the area.

After public notice and public hearing, the Grand Junction City Council finds that the C-1 (Light Commercial) zone district is in conformance with at least one of the stated criteria of Section 21.02.140 of the Grand Junction Zoning and Development Code.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT:

The Property, described as follows, shall be zoned C-1 (Light Commercial):

A parcel of land situated in Lots 1 and 2 of Section 31, Township 1 North, Range 1 West, Ute Meridian, Grand Junction, Mesa County, Colorado described as:

Lot 2 and Lot 3, H & H Subdivision (Reception No. 2824156)

and also,

Lot 2, C H Four Commercial Park, Filing No. 3 (1431629), excepting therefrom that portion deeded to the City of Grand Junction recorded September 24, 2007, in Book 4520 at Page 159, Reception No. 2403199.

Introduced on first reading this 15th day of June 2022 and ordered published in pamphlet form.

Adopted on second reading this ____ day of _____ 2022 and ordered published in pamphlet form.

ATTEST:

Amy Phillips
City Clerk

Anna M. Stout
President of City Council

DRAFT



Grand Junction City Council

Regular Session

Item #2.a.iv.

Meeting Date: June 15, 2022

Presented By: Randi Kim, Utilities Director, John Shaver, City Attorney

Department: Utilities

Submitted By: John Shaver, City Attorney

Information

SUBJECT:

An Ordinance Authorizing, Approving and Confirming a Lease to Snowcap Coal Company, Inc. and Setting a Public Hearing for July 6, 2022

RECOMMENDATION:

Approval and Set a Public Hearing for July 6, 2022

EXECUTIVE SUMMARY:

The City owns property on the Grand Mesa known as the Somerville and Anderson Ranches (Ranch Property) which are presently leased to VanWinkle Ranches, LLC (VanWinkle). Snowcap Coal Company, Inc. (Snowcap) will benefit from rehabilitating Vincent Reservoir No. 2 and using the reservoir to store water as part of an augmentation plan. Rehabilitation of the reservoir will provide long term potential benefits to City properties including stock water, wildlife habitat, and a source of water for wildfire suppression. VanWinkle and Snowcap have agreed to terms concerning a sublease as the location of the reservoir and access to and from the reservoir involve the Ranch Property.

BACKGROUND OR DETAILED INFORMATION:

The City owns property on Grand Mesa and has for many years leased much of it to VanWinkle Ranches. The leased properties are known as the Somerville and Anderson Ranches (Ranch Property). The Ranch Property includes an unused reservoir and dam formerly known as Vincent Reservoir No. 2.

For the reasons described in the lease, Snowcap will benefit from the rehabilitation and use of Vincent Reservoir No. 2 and certain surrounding property (Vincent Property) for its operations. To access the Vincent Property, Snowcap will need to cross the Ranch

Property.

Snowcap's plans to rehabilitate the dam and reservoir on the Vincent Property, as the same are defined and described in the Snowcap Lease, include leasing the Vincent Property from the City for a term longer than the Ranch Property Lease.

To facilitate Snowcap, the City and VanWinkle Ranches have agreed to enter into the Snowcap Lease and sublease for the reservoir and dam on the Vincent Property to Snowcap. Snowcap has separately negotiated a sublease with VanWinkle, which sublease together with the Snowcap Lease will amend the Ranch Property Lease. Snowcap, VanWinkle Ranches, and the City have agreed to certain terms and conditions for the use of the Vincent Property and in accordance with the Snowcap Lease, which is attached to and incorporated in this Ordinance as if fully set forth, and the sublease the parties desire to enter into contract. The initial term of the Snowcap Lease shall be twenty-five years, with consideration for renewals thereafter as provided in the Snowcap Lease.

FISCAL IMPACT:

The City will receive an initial rental payment of \$7,000.

SUGGESTED MOTION:

I move to introduce and pass for publication in pamphlet form an ordinance to authorize, approve, and confirm a lease to Snowcap Coal Company, Inc. and set a public hearing for July 6, 2022.

Attachments

1. AGR - Vincent Reservoir 061322
2. Exhibit A - Vincent No2 Easement Exhibit 31May2022 (01059362xA25C1) (1)
3. AGR-Van Winkle Sublease exhibit B 061322
4. Exhibit C - VincientNo2_720319_C-2119_SEO Approved Construction Plans_15Mar2022 (01052999xA25C1)
5. ORD-Snowcap Lease 061322

RESERVOIR LEASE

This Reservoir Lease (“Lease”), effective as of _____ 2022, is by and between the City of Grand Junction, a Colorado home rule municipal corporation (“City”) and Snowcap Coal Company, Inc., a Delaware corporation (“Snowcap”).

RECITALS

A. The City owns the real property where the former Vincent No. 2 Reservoir a.k.a. Vincent No. 2 Reservoir (“Reservoir”) and dam, the Vincent No. 2 Dam a.k.a. Vincent No. 2 Dam, Dam ID: 720319, (“Dam”), are located. The City’s real property holdings in the area of the Reservoir are extensive. The Reservoir and Dam are generally located on the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian. The City also owns, among other lands, the following property all of Township 11 South, Range 97 West, Sixth Principal Meridian: SE1/4 SE1/4, W1/2 SE1/4 and SW1/4 Section 26; W1/2 SE1/4 Section 27; S1/2 Section 28; N1/2 NE1/4, SE1/4 SE1/4 and W1/2 Section 29; E1/2 NE1/4, W1/2 SE1/4 and W1/2 Section 32; N1/2, NE1/4 SW1/4 and SE1/4 Section 33; All Section 34; All Section 35 (collectively the “Vincent Reservoir Surrounding Property”).

B. Colorado law requires augmentation of out-of-priority stream depletions and Snowcap has determined that its Roadside Portals Mine causes limited out-of-priority stream depletions to Rapid Creek in the vicinity of the mine. Snowcap is required by Colorado law and the requirements that certain Compliance Order on Consent (“Consent Order”) issued by the State Engineer and the Division Engineer for Water Division 5 to implement temporary and permanent solutions to remedy any injurious out-of-priority stream depletions to Rapid Creek attributable to the Roadside Portals Mine (“Stream Depletions”).

C. Snowcap has identified the Reservoir as a source for the storage of augmentation water to remedy the Stream Depletions. Snowcap has investigated the Reservoir and Dam and has determined that rehabilitation of the Dam would benefit its efforts to comply with the Consent Order and its legal obligations under Colorado law.

D. The City recognizes that the rehabilitation of the Dam and Reservoir would provide long-term benefits to the Property and the City’s neighboring properties in the form of stock water, wildlife habitat, and a water source for wildfire suppression. The City also recognizes the Reservoir has the potential to positively impact the Rapid Creek Drainage.

E. Snowcap has obtained approval from the Dam Safety Branch of the Colorado Division of Water Resources to rehabilitate the Dam consistent with plans approved March 15, 2022.

F. Snowcap desires to enter into this Lease to rehabilitate the Dam and operate the Reservoir to satisfy the Consent Order and to use water stored in-priority in the Reservoir as a source of replacement supply in a decreed plan for augmentation and the City desires to lease those sites to Snowcap.

NOW, THEREFORE, in consideration of the recitals, terms, covenants, and conditions herein to be kept by the parties hereto, the City and Snowcap agree as follows:

SECTION I. DEMISE AND ACCESS

City is the owner of the real property in the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian commonly known as Vincent No. 2 Reservoir and illustrated in the figure attached as Exhibit A incorporated herein by reference (the "Property"). City offers and Snowcap desires to lease the Property under the terms and conditions of this Lease. The Property encompasses the maximum permitted size of the Reservoir, the Dam, and includes adequate space for operation and a safety buffer. For illustration purposes only, based on projections, the normal high-level mark of the Reservoir shall impact an area of approximately 41.3 acres and a maximum water level would impact an area of approximately 66.8 acres.

Snowcap shall have the right to access the Property, through the term of this Lease, for the construction, maintenance, operation, and repair, including incidental access to the forgoing, of the Reservoir and Dam. Snowcap shall access the Property in the least intrusive manner necessary to complete its work, repair or operation and shall have the right to access the Property over, across, and through the City's real property generally located at W1/2 SE1/4 Section 27, South 1/2 Section 28, N1/2, NE1/4 SW1/4 and SE1/4 Section 33, all Section 34 all of Township 11 South, Range 97 West, Sixth Principal Meridian.

SECTION II. BASIC TERM

The initial term of this Lease shall be twenty-five (25) years ("Term"), commencing on the effective date. The Parties intend for the Lease to be renewed for a successive Term(s) of twenty-five (25) years (each a "Renewal Term"); however, the statement of that intention does not bind successor City Councils. Notwithstanding, and in order to endeavor to perpetuate the current mutual agreement of the Parties, the City will a) notify Snowcap not less than one hundred five (120) days prior to the end of the then existing term if the City intends to not renew the Lease for a Renewal Term and b) in the event of a notice of non-renewal Snowcap may petition the City Council to renew the Lease. The decision to renew is within the sole discretion of the City. When the City intends to renew the Lease for a Renewal Term (i.e., does not notify Snowcap of an intention to not renew) it will advance the necessary or required

approval process to City Council. In the event City Council does not approve a Renewal Term(s) the Parties may negotiate a replacement lease on mutually acceptable terms or b) terminate this Lease.

SECTION III. RENTAL

Snowcap agrees to pay City, as rental for the Property, improvements and appurtenances, the one-time sum of \$7,000.00 (Rent) for the initial term, payable as follows:

Snowcap agrees to timely pay any and all real estate taxes associated with improvement assessments which may properly be levied against the Property, and any taxes or assessments levied against the personal property of Snowcap, or any other leasehold interest acquired by Snowcap under this Lease. Snowcap further agrees to pay any and all utilities, charges, and other expenses incurred in connection with Snowcap's use and operation of the Property, Snowcap shall pay any such charges on or before the date the same become due. If Snowcap fails to timely pay any and all amounts required pursuant to this Section 3, the City may pay such amounts and, in such event, the amount(s) paid by the City, plus interest thereon at the rate of 15% per annum and shall be payable to the City by Snowcap.

SECTION IV. VANWINKLE LEASE

Snowcap and the City acknowledge that the Property is currently leased to VanWinkle Ranch, LLC, a Colorado limited liability company ("VanWinkle"), under that certain Somerville Ranch and Anderson Ranch Lease dated May 1, 2020 (the "VanWinkle Lease"). The VanWinkle leasehold is for several larger parcels of land and the Property makes up a minor portion of the VanWinkle leasehold. Snowcap and VanWinkles, by separate agreement, have agreed to Snowcap's sublease of the Property and during the term of the VanWinkle Lease, Snowcap shall be a subtenant of VanWinkle, to which the City consents. A copy of Snowcap and VanWinkle's sublease is attached as Exhibit Band to the extent necessary or require this Lease shall modify the VanWinkle Lease. If and when there is a termination of the VanWinkle lease, this Lease shall be deemed the leasehold for the Property. Any subsequent lease(s) for City real property adjacent to the Property shall exclude the Property from the real property lease(s) and shall be subject to Snowcap's rights and tenancy of the Property and rights of access under this Lease.

SECTION V. REHABILITATION OF DAM

AEP CONFIDENTIAL

Snowcap at its sole cost and expense shall rehabilitate the Dam in accordance with the March 15, 2022, Approval of Plans and Specifications from the Dam Safety Branch of Division of Water Resources, the Vincent #2 Reservoir Construction Specifications dated March, 2022 prepared by Applegate Group, Inc. (“Construction Specifications”), and the Snowcap Coal Co. Vincent No. 2 Reservoir Construction Plans Dam ID: 720319, Water Division 5, District 72 Mesa County, January, 2022 (“Construction Plans”). A copy of the Construction Specifications and Construction Plans are attached as Exhibit C. Such rehabilitation efforts shall commence as soon as site conditions allow at the Property. Once rehabilitation of the Dam has been completed and Snowcap has secured all necessary governmental approvals Snowcap shall fill and operate the Reservoir as soon as conditions allow.

SECTION VI. PURPOSE

The purpose of this Lease is for Snowcap, or it’s agent(s), to repair, operate, fill, and maintain the Reservoir and Dam for water augmentation purposes pursuant Colorado law, the Consent Order, and all subsequent orders of the State Engineer, the Division Engineer for Water Division 5, and orders and decrees of the District Court in and for Water Division 5. Additionally, Snowcap shall have the right to use and operate the Reservoir and Property for other incidental purposes, including, but not limited to, providing stock water to VanWinkle and subsequent neighboring leaseholds, wildlife habitat, and a water source for wildfire suppression. Additionally, the City recognizes the incidental purposes of improving the Rapid Creek Drainage and that Snowcap will work with other interested parties to reasonably improve Rapid Creek Drainage.

SECTION VII. FRUSTRATION OF PURPOSE

The City recognizes that Snowcap’s primary purpose of entering into this Lease is to comply with Colorado law requiring augmentation of the Roadside Portal Mine’s out-of-priority depletions to Rapid Creek and the Consent Order which require the storage and subsequent release of augmentation water. Snowcap is diligently prosecuting the approval of its plan to utilize the Reservoir to satisfy the Consent Order and its obligations under Colorado law regarding augmentation of any depletions to Rapid Creek attributable to the Roadside Portals Mine, including obtaining water rights for augmentation water to be stored in the Reservoir and approval for its plan to release of the same as a source of replacement. If despite Snowcap’s diligent efforts, it is unable to obtain necessary governmental or judicial approvals necessary to utilize the Reservoir to satisfy its obligations and purposes of this Lease, including, but not limited to, failing to obtain a decree from the Water Court in and for Water Division 5 for approval of its planned augmentation plan, Snowcap shall have the right to terminate this Lease on 60-days’ notice. Likewise, if any governmental approval that is

necessary for Snowcap to carry out its purposes of entering this Lease is revoked or otherwise canceled, despite Snowcap's best efforts to prevent the cancelation or revocation, Snowcap shall have the right to terminate this Lease on 60-days' notice. In the event of termination pursuant to this paragraph the City shall be entitled to keep and retain the Rent.

SECTION VIII. TENANT COVENANTS

At Snowcap's sole cost and expense, Snowcap shall maintain and keep the Property and all improvements upon the Property in working order. If improvements have been made at Snowcap's expense, at the expiration of this Lease, Snowcap shall surrender the Property and improvements thereon to City in working order, reasonable use and wear excepted.

Snowcap agrees that all uses shall be lawful uses only. Snowcap shall diligently seek a decree for water storage right that may benefit the Property and the Vincent Reservoir Surrounding Property with a water supply for wildfire suppression, stock water, and wildlife habitat.

Besides improvements relevant to the rehabilitation and operation of the Dam and Reservoir, Snowcap shall install no structural or land improvements without the prior written consent of the City, which consent shall not be unreasonably withheld. The City acknowledges access roads to and from the Reservoir and Dam may need to be improved or constructed. Changing site conditions which reasonably require minor rerouting or modification of the existing or authorized access road(s) shall not be deemed to be structural or land improvements and shall not require prior written consent of the City.

Snowcap agrees to waive and forego any claim, cause of action or demand Snowcap may have against the City, its officers, agents and employees for injury to or destruction of any property of Snowcap or any third person that may be lost, injured, destroyed or devalued as a result of the act, or failure to act, of Snowcap or any third person; and to indemnify the City, its officers, employees and agents and to hold the City, its officers employees and agents harmless from any and all claims, damages, actions, costs and expenses of every kind in any manner arising out of, or resulting from Snowcap's use of the Property, not arising from the willful misconduct of the City.

Snowcap agrees, at Snowcap's sole expense and during the term of this Lease, to purchase and maintain in effect commercial general liability insurance to provide coverage for liability in the event of bodily injury or property damage for which Snowcap is legally liable. Such insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), per occurrence for bodily injury, personal injury, and property damage, and \$1,000,000.00 in the aggregate. Business Automobile Liability insurance shall also be maintained with minimum combined single limits for bodily injury of not ONE MILLION DOLLARS (\$1,000,000.00) each accident. The City of Grand Junction shall be included as

an additional insured for its' liability due to the negligence of Snowcap. Evidence of the forgoing may be found at: <https://www.aep.com/b2b/moi>.

Snowcap shall comply with all Workers' Compensation laws and proof of Workers' Compensation insurance may be found at: <https://www.aep.com/b2b/moi>.

Snowcap agrees to use the Property for reservoir and water augmentation operations, and other related uses only, and conduct said operations in a proper and workmanlike manner and in a manner that will not cause deterioration of or destruction to the Property other than those things necessary to build, operate and maintain the Reservoir as prescribed by the Colorado State Engineer, the Division Engineer for Water Division No. 5, and the Water Court in and for Water Division No. 5.

Snowcap agrees to keep the Property and the demised premises free and clear from any and all liens for labor performed and for materials furnished to the Property or demised premises.

Snowcap shall notify the City by no later than the end of the next business day after an accident or incident that involved emergency medical services or law enforcement responding to the Property.

SECTION IX. INSPECTION

Snowcap warrants that it has thoroughly and carefully inspected the Property and demised premises and accepts the same in its present condition. Snowcap agrees that the condition of the Property is sufficient for the purposes of Snowcap. The City makes no warranties or promises that the Property is sufficient for the purposes of Snowcap.

SECTION X. CITY'S RIGHT OF ENTRY

The City, its officers, agents, and employees retain the right to be on the Property during emergencies and may inspect the Property at any time without notice.

SECTION XI. MINERAL RIGHTS

AEP CONFIDENTIAL

The City retains and reserves for its sole use, lease, sale, or other disposition all oil, gas, coal and other minerals and mineral rights underlying or appurtenant to the Property, together with the rights of ingress and egress to and from the Property for the purpose of exploring, developing, mining, producing, and removing any such minerals, oil, gas, and coal. The City's exercise of rights related to the exploration, development, mining, producing, or removal of any such minerals, oil, gas, or coal shall not frustrate the purpose of this Lease. Frustration of purpose would include, without limitation, development or extraction activities that result in a modification of the watershed surrounding the Property.

SECTION XII. SURRENDER - HOLDING OVER

Should Snowcap fail, for whatever reason, to vacate the premises at the end or when this Lease is terminated, Snowcap agrees to pay to the City the sum of \$100.00 per day for each and every day thereafter. The parties agree that it would be difficult to establish the actual damages to the City in such event and that said \$100.00 is an appropriate and agreed, liquidated damages amount.

Snowcap agrees that all fences, gates, fixtures, and other improvements of a permanent nature constructed or installed on the Property during the term of this Lease, whether by City or Snowcap, shall be and remain the sole property of the City upon termination or expiration of this Lease.

SECTION XIII. DEFAULT

Except as otherwise provided for herein, if Snowcap is in default in the performance of any term or condition of this Lease, the City shall provide Snowcap with a ninety (90) day notice to cure default. If Snowcap fails to timely remedy any default specified in the City's notice, the City shall have the right to terminate this Lease on ninety (90) days' notice.

Unless agreed in writing signed by the City, the City's failure at any time to require performance by Snowcap of any provision of this Lease shall not waive the City's right to subsequently enforce the same or any other provision or any other preceding or succeeding breach of any term or provision of this Lease. No extension of time for the performance of any obligation or act shall be deemed to be an extension of time for the performance of any other obligation or act under this Lease.

If this Lease is terminated by the City, Snowcap shall have reasonable access to the Property for a reasonable time, not to exceed thirty (30) days, to remove Snowcap's personal property. In the event site conditions prevent access to the Property during the thirty (30) days provided for above, Snowcap shall have thirty days to remove its personal property starting

from the first day that site conditions allow access to the Property and the personal property located thereon.

Upon termination of this Lease, Snowcap shall remove all personal property from the Property and demised premises within thirty (30) days from the date of termination. If Snowcap fails to remove Snowcap's personal property within the time prescribed, the City shall not be responsible for the care and safekeeping thereof and may remove the same and store the same in a reasonable manner, the cost, expense, and risk of which shall be Snowcap's. Snowcap hereby agrees that items not timely removed may be sold by the City to cover expenses with net proceeds after expenses paid to Snowcap. The City may also set off amounts owed under this Lease against proceeds of said sale.

SECTION XIV. ASSIGNMENT AND SUBLEASE

Snowcap is expressly authorized to assign this agreement to an affiliated entity either owned or operated by American Electric Power Corporation, a Delaware corporation, or its successors and assigns. Except as otherwise permitted by the preceding sentence, Snowcap shall not sublet, assign, or transfer any of Snowcap's interests in this Lease, or enter into any contract or agreement affecting Snowcap's interest in this Lease, without obtaining prior written approval of the City, which shall not be unreasonably withheld.

SECTION XV. DESTRUCTION

If the premises are damaged due to fire or other casualty, the City shall have no obligation to repair the improvements or to otherwise make the premises usable or occupiable; damages shall be at Snowcap's sole and exclusive risk. If the City determines not to perform repairs or to otherwise make the premises usable or occupiable, Snowcap may terminate this Lease by giving Snowcap's notice to the City that the Lease is terminated. The City may, however, at its election, apply the proceeds of any insurance obtained by Snowcap for this purpose, to repair the damaged improvements. If insurance proceeds are not sufficient to fully restore improvements, then the City may, instead of repairing, retain the proceeds.

SECTION XVI. HAZARDOUS SUBSTANCES

Snowcap shall not use, store, generate, treat, transport, or dispose of any hazardous substances on the Property except for the use and storage of chemicals and materials such as petroleum-based products used in normal reservoir operations. The terms "hazardous substances" shall mean any substance defined, regulated, or banned by federal, state, or local laws or regulations which might result in liabilities or responsibilities under CERCLA, RCRA,

the Clean Water Act, the Federal Water Pollution Control Act, or any other federal or state environmental protection statutes, laws, or regulations. Snowcap's use and storage of chemicals and materials such as petroleum-based products or any other product used in reservoir operations shall be in conformance with all manufacturer's instructions and all applicable federal state and local laws and regulations. Snowcap shall not dispose of such materials on the Property.

SECTION XVII. NO PARTNERSHIP

It is expressly agreed that this Lease is a lease and not the formation or creation of a partnership or joint venture and the City shall not be or become responsible for any debts contracted or imposed by Snowcap.

SECTION XVIII. NOTICES

All notices to be given with respect to this Lease shall be in writing delivered either by United States mail or Express mail, postage prepaid, personally by hand or courier service, as follows:

To the City:

City of Grand Junction
Utilities Director
333 West Avenue
Building E
Grand Junction, Colorado 81501

With Copy to:

City of Grand Junction
City Attorney
250 N. 5th Street
Grand Junction, Colorado 81501

To Snowcap:

J.E. Stover & Associates, Inc
Post Office Box 1430
Palisade, Colorado 81526

With Copy to:

Hoskin Farina & Kampf, P.C.
John Justus
Post Office Box 40
Grand Junction, Colorado 81502

All notices shall be deemed given: (a) if sent by certified mail, return receipt requested, when the receiving party signs for receipt of the certified mail; (b) if delivered by hand or courier service, when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

AEP CONFIDENTIAL

**SECTION XIX.
PARAGRAPH HEADINGS**

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

**SECTION TWENTY-ONE
GOVERNING LAW**

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this Lease or the non-performance thereof shall be in the District Court, Mesa County, Colorado. If either party takes steps to enforce this Lease, the party in whose favor this Lease is enforced shall recover costs and attorneys' fees from the other party, whether or not litigation is commenced.

**SECTION XX.
INUREMENT**

The provisions of this Lease shall not inure to the benefit of the heirs, successors and assigns of the parties hereto. The obligation of the City to proceed with the terms and conditions of this Lease is expressly subject to the Council of the City approving and ratifying this Lease within thirty (30) days of execution of this Lease by the City Manager. If such approval is not obtained within said 30-day period, then this Lease shall be of no force and effect.

**SECTION XXI.
ADDITIONAL PROVISIONS**

The invalidity of any portion of this Lease shall not affect the validity of any other provision contained herein. In the event any provision of this Lease is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed on the date indicated below.

ATTEST:

City of Grand Junction

AEP CONFIDENTIAL

City Clerk

Date

City Manager

Date

**Snowcap Coal Company, Inc.,
a Delaware Corporation**

By:_____

DRAFT

Exhibit A
Property Description

DRAFT

Exhibit B
Snowcap and VanWinkle Sublease

DRAFT

Exhibit C
Construction Specifications and Construction Plans

DRAFT



VINCENT NO. 2 RESERVOIR

EXHIBIT A

SNOWCAP COAL CO.

[illegible]

Date:	June2022
Job No:	21-115
Drawn:	TH
Design:	TD/CU
Checked:	CU
Scale:	AS SHOWN

Sheet:

1

1

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“Agreement”) is effective as of May ____, 2022, and is between VanWinkle Ranch LLC, a Colorado limited liability company, (“VanWinkle”) and Snowcap Coal Company, Inc., a Delaware corporation (“Snowcap”).

Recitals

A. VanWinkle Ranch LLC is the lessee of lands owned by the City of Grand Junction, a Colorado home rule municipal corporation (the “City”), pursuant to that certain Somerville Ranch and Anderson Ranch Lease dated effective May 1, 2020 (“VanWinkle Lease”). The VanWinkle Lease is attached as Exhibit A.

B. The VanWinkle Lease encompasses a vast number of acres and includes the location of the former Vincient No. 2 Reservoir a.k.a. Vincent No. 2 Reservoir (“Reservoir”) and Vincient No. 2 Dam a.k.a. Vincent No. 2 Dam, Dam ID: 720319 (“Dam”), which are generally located at on the South 1/2 Section 28 of Township 11 South, Range 97 West, Sixth Principal Meridian.

C. Snowcap plans to rehabilitate the Dam and Reservoir and lease the Reservoir and Dam from the City for a term longer than the VanWinkle Lease. Snowcap only intends to lease the Reservoir, Dam and the immediate land surrounding the same, as defined below.

D. VanWinkle desires to enter into this Agreement to sublease the Reservoir and Dam site to Snowcap and Snowcap desires to sublease the Reservoir and Dam site from VanWinkle.

NOW, THEREFORE, in consideration of the recitals, terms, covenants and conditions herein, the parties agree as follows:

1. Sublease. VanWinkle leases to Snowcap the property known as Vincient No. 2 Reservoir and the land directly surrounding it, which is more particularly described and depicted on the attached Exhibit B (the “Property”). For illustration purposes only, based on projections, the normal high-level mark of the Reservoir shall impact an area of approximately 41.3 acres and a maximum water level would impact an area of approximately 66.8 acres. If so desired, the parties can amend Exhibit B, by mutual agreement, with a surveyed description of the Property.

2. Term. The term of this Agreement shall run concurrent to the term of the VanWinkle Lease.

3. Rent. In consideration for the sublease of the Property, Snowcap shall:

- a. Allow VanWinkle access to the Property and Reservoir, once filled, for in place stock water use when Van Winkle has livestock on the property subject to the Van Winkle Lease. Van Winkle shall not otherwise pump or remove water from the Reservoir for any purpose.
- b. During rehabilitation of the Dam and Reservoir in 2022, subject to the City's approval, Snowcap shall reasonably clean out five (5) stock ponds located on the VanWinkle's leasehold. The stock ponds are depicted on the attached Exhibit C.

4. Rehabilitation and Clean Out. Snowcap or its contractors, agents, or representatives shall mobilize one time to the Property to rehabilitate the Dam. Snowcap anticipates mobilization and rehabilitation will take place in Spring or Summer of 2022. However, circumstances outside of Snowcap's control will dictate when Snowcap can mobilize to the Property. Snowcap's obligation under paragraph 3(b) shall only be performed once Snowcap has mobilized to the Property for rehabilitation purposes. Snowcap will attempt to give VanWinkle prior notice to it performing its obligation to clean out the five (5) stock ponds so that VanWinkle or its agent or representative can observe the clean out.

5. Access. Snowcap acknowledges the Property is encompassed by land owned by the City and leased by VanWinkles pursuant to the VanWinkle Lease. VanWinkle agrees to provide Snowcap reasonable access to the Property across its leased land for the term of this Agreement. Snowcap agrees to access the Property in a manner of least impact to VanWinkle's ranching operations, including closing gates, not disturbing cattleguards, and operating vehicles with care. VanWinkle and Snowcap agree that Snowcap shall access the Property on the route that is generally depicted on Exhibit C ("Access Route"). If site conditions prohibit access via the Access Route, Snowcap will use the best alternative route to access the Property in consideration of VanWinkle's operations.

6. Sublessee Obligations. Snowcap will be independently obligated by separate Agreement to the City for the maintenance and operation of the Property.

7. Purpose of Agreement. The purpose of this Agreement is for Snowcap to repair and rehabilitate, operate, fill, and maintain the Reservoir and Dam for water augmentation purposes pursuant to Colorado law and all subsequent orders of the State and Division Engineer for Water Division 5, and the District Court in and for Water Division 5.

8. Frustration of Purpose. If despite Snowcap's diligent efforts, it is unable to obtain necessary governmental approvals necessary to utilize the Reservoir to satisfy its obligations

under Colorado law and fulfill its purpose of this Agreement, including, but not limited to, failing to obtain decrees for approval of its augmentation plan or approval of this Agreement or any agreement by the City, Snowcap shall have the right to terminate this Agreement on sixty (60) days' notice. Likewise, if any governmental approval that is necessary for Snowcap to fulfill its purposes of entering this Agreement is unfavorably revised, revoked or otherwise canceled, despite Snowcap's best efforts to prevent the unfavorable revision, cancelation or revocation, Snowcap shall have the right to terminate this Agreement on sixty (60) days' notice.

9. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no representations, inducements or other provisions other than those expressed herein. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

10. Benefit. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

11. Notice. Any notice or document required or permitted to be delivered under the provisions of this Agreement shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, addressed to the parties at the respective addresses set forth below, or at such other address as they have specified by written notice:

VanWinkle: VanWinkle Ranch, LLC
Janie and Howard VanWinkle
2043 N Road
Fruita, Colorado 81521

Copy to: Dean VanWinkle
pitchforkcharolais@gmail.com

To Snowcap: J.E. Stover & Associates, Inc.
Post Office Box 1430
Palisade, Colorado 81526

Copy to: John Justus
Hoskin Farina & Kampf, P.C.
Post Office Box 40
Grand Junction, Colorado 81502

12. Captions. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provision hereof, nor in any way affect the interpretation of this Agreement.

13. Severability. If any clause or provision of this Agreement is subsequently determined to be illegal, invalid or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this Agreement shall not be affected thereby, except to the extent that the purpose of this Agreement is substantially defeated thereby.

14. Attorneys' Fees. If either party takes steps to enforce this Agreement, the party in whose favor this Lease is enforced shall recover costs and attorneys' fees from the other party, whether or not litigation is commenced.

15. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action arising out of or under this Agreement or the non-performance thereof shall be in Mesa County, Colorado.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall be considered one legal document.

DATED the date first written above.

VanWinkle Ranch, LLC,
a Colorado limited liability company

By: _____
_____, _____

Snowcap Coal Company, Inc.,
a Delaware Corporation

By: _____
_____, _____



COLORADO
Division of Water Resources
Department of Natural Resources
Dam Safety Branch

March 15, 2022

Craig Ullmann, P.E.
Applegate Group, Inc.
PO Box 963
102 W. Bridge St.
Hotchkiss, Colorado 81419
via email: craigullmann@applegategroup.com

When replying, please refer to:
VINCIENT #2 DAM, DAMID 720319
Water Division 5, Water District 72
Construction File No. C-2119

SUBJECT: Approval of Plans and Specifications

Dear Mr. Ullmann,

Thank you for submitting plans and specifications on behalf of the Snowcap Coal Company for the rehabilitation of Vincient #2 Dam, located in Mesa County, Colorado. The proposed project entails completely rebuilding a formerly breached dam for the purposes of storing augmentation water to replace uncontrollable depletions to Rapid Creek caused by past underground mining activities, per the *Compliance Order on Consent*.

We have completed our review of the design and construction documents relative to dam construction and have found them to be acceptable for construction. We are transmitting one digital copy each of the construction plans and specifications, with approval signatures, as digitally signed PDF files. Our acceptance and approval of these documents are effective as of the date of this letter. We understand you are continuing to coordinate approval of the water rights portion of the project with our Division 5 Engineer, considered separate from this approval letter.

The construction of this project must be performed under the purview of a professional engineer registered in the state of Colorado. We direct your attention to Rule 8.2 (copy enclosed) of the Rules and Regulations concerning construction observations, coordination, and documentation activities required for this low hazard dam. Please keep Ms. Jackie Blumberg of our Grand Junction office at (303) 505-6469 and Jason Ward of our Montrose office at (970) 209-1624 informed of the construction status so they may also meet our obligations under Rule 8.

Please retain the provided digitally approved plan sheets for your records and reference and for archiving after construction. Those will need to be maintained and provided for distribution and paper document production. At the end of construction we will need you to provide a PDF file of the approved plans, with the approval signatures as well as a new signature on the as-constructed certification. Final acceptance of the construction will be contingent upon our receipt and acceptance of the "As-Constructed" plans, as well as the other requirements of Rule 8.



Craig Ullmann, P.E.
Vincient #2 Dam – Dam Rehabilitation Construction Approval Letter
DAMID 720319, Construction File No. C-2119
March 15, 2022
Page 2 of 2

We look forward to working with Applegate Group Inc. and the Snowcap Coal Company on the successful completion of this project. Please do not hesitate to call me at (719) 258-0859 if you have any questions concerning this matter or any other dam safety related issues.

Sincerely,



John Hunyadi, P.E.
Chief, Colorado Dam Safety Branch

Enc: Copy of Rule 8 of the "Rules and Regulations for Dam Safety and Dam Construction"

cc: James Heath, Division Engineer, Water Division 5
Brian Sewell, District 72 Water Commissioner
Ben Krause, Lower Colorado River Lead Water Commissioner
Jackie Blumberg, Dam Safety Engineer
Jason Ward, Design Review Engineer
Casey Koenig, ckoenig@aep.com
John Justus, jjustus@hfak.com

Vincient #2 Reservoir

Construction Specifications

March, 2022

AG File #: 21-115

DAMID: 720319

SEO Construction File #: C-2119

Water Division 5, District 72

Mesa County, Colorado

Snowcap Coal
Company, Inc.

P.O Box 1430
Palisade, CO 81526



SECTION 00 00 01

PROJECT TITLE PAGE

VINCIENT # 2 RESERVOIR REPAIR CONSTRUCTION SPECIFICATIONS

Dam ID:	720319
SEO Construction File:	C-2119

Water Division 5, Water District 72, Mesa County

PREPARED FOR:

Snowcap Coal Co.
PO Box 1430
Palisade, CO 81526

PREPARED BY:

APPLEGATE GROUP, INC
1490 W 121st Ave., Ste. 100, Denver, CO 80234
PHONE: (303) 452-6611; FAX: (303) 452-2759

I hereby certify that these specifications for the repair of the Vincent No. 2 Reservoir were prepared by me or under my direct supervision for the Snowcap Coal Co.

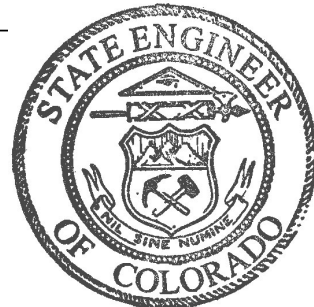


Craig M. Ullmann, Colo. PE No. 38551

Approved on the 15th day of
March, 2022

Kevin Rein

State Engineer



By: _____

John Hunyadi, Colo. PE No. 42709

Chief – Dam Safety Branch

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Work covered by Contract Documents.
 - 2. Access to Site.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. Vincient #2 Reservoir Repair entails repairing the breach of the existing dam and installing new spillway with riprap and inlet/outlet works including inclined slide gate, PVC pipe, filter collar with drain system, outlet structure, staff gage, and measuring flume. The project also includes placement and compaction of stockpiled embankment materials, dam crest grading, and installation of upstream slope protection riprap using on site riprap.

1.03 ACCESS TO SITE

- A. Project is generally located at Vincient # 2 Reservoir which is approximately 7 miles Southeast of the Town of Palisade in Mesa County, Colorado. The project site is located at the following approximate latitude and longitude: 39.058337, -108.238903.
- B. Project site is not a secured site.
- C. Access is by dedicated highways, Forest Service roads and prescriptive Right-of-Way.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 13

CONTRACTOR'S USE OF PREMISES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Access to Site.
 - 2. Security Measures.
 - 3. Public Safety Measures.

1.2 ACCESS TO SITE

- A. Comply with security policies of OWNER and the City of Grand Junction (Property Owner)
- B. CONTRACTOR may use lands shown in Contract Documents and identified during Preconstruction Conference for staging, storage, lay down and employee parking.
 - 1. If available lands are not adequate, acquire use of additional land by lease or licensing with area property owners with ENGINEER prior approval, and provide ENGINEER with copies of lease or license.
- C. Operations shall be confined to those permitted by local laws, ordinance and permits, and meet the following requirements:
 - a. Do not unreasonably encumber site with materials or equipment
 - b. Assume full responsibility for protection and safekeeping of products stored on premises
 - c. Move any stored products which interfere with operations of the PROPERTY OWNER, or may impact public safety
 - d. Obtain and pay for use of additional storage or work areas needed for operations
- D. The CONTRACTOR must maintain all of his construction activities within the PROPERTY OWNER's property and/or construction easements and limits of the project, or other stated areas, unless permits and/or written permission are obtained by the CONTRACTOR, from appropriate authorities or private property owners, outside of these areas. CONTRACTOR may fence all easements and immediate work areas. The temporary permits must be secured and paid for by the CONTRACTOR at no extra cost to the OWNER. Any temporary permits secured must be in writing and a copy of same provided to the ENGINEER.
- E. CONTRACTOR must implement Good Housekeeping Practices for entire duration of construction. (Refer to SECTION 01 74 50 – ENVIRONMENTAL CONTROLS)

1.3 SECURITY MEASURES

- A. CONTRACTOR'S TOOLS AND EQUIPMENT
 - 1. Provide lockable storage container for tools that will be stored on site.
 - 2. OWNER and Property Owner are not responsible for lost or stolen tools.
- B. OWNER and Property Owner are not responsible for any damage to CONTRACTOR's tools and equipment while left unattended.

1.4 PUBLIC SAFETY MEASURES

- A. Construction Vicinity

1. Orange construction fencing shall be placed around excavated areas that must be left open overnight.
2. Cones, signs, fencing, or other highly visible warnings shall be used during construction to prevent unauthorized public access in immediate vicinity of construction work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 50

SEO NOTIFICATION

PART 1 GENERAL

1.1 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
 - 1. Rules and Regulations for Dam Safety and Dam Construction

1.2 SEO NOTIFICATION

- A. The State Engineer's office (SEO) shall be notified by the OWNER's representative for any design or Specification changes in accordance with Rule 8.2.5 of the SEO's Rules and Regulations. Written approval will be required from the SEO for any significant changes to the Plans and Specifications. Minor changes, as determined by the State Engineer, may be approved verbally by the SEO.
- B. Approved Plans and Specifications shall not be materially changed, by any party, without written approval of the State Engineer.
- C. The OWNER's representative shall give the SEO at least five days advance notice of any work requiring inspection by the SEO as identified in the pre-construction meeting in accordance with Rule 8.2.4 of the SEO's Rules and Regulations.
- D. The State Engineer has the authority to require the material used and the work of construction to be accomplished according to the Rules and Regulations set forth by the SEO and that construction shall not be considered complete until the State Engineer has accepted the same in writing.
- E. The OWNER's ENGINEER will monitor the quality of construction as specified in Rule 8 of the SEO's Rules and Regulations. The ENGINEER monitoring the construction for the OWNER is responsible for the quality of construction, compliance with the approved design and specification, preparation of the necessary documentation for the State Engineer's review and approval of all construction change orders, and preparation of the project completion documents required in Rule 9.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes

1. Prepare detailed schedule of all construction operations and procurements to be reviewed by parties attending the preconstruction conference.
2. Schedule shall be approved by the OWNER and ENGINEER prior to Notice to Proceed.

1.2 FORMAT AND SUBMISSIONS

- ###### **A.**
- Prepare construction and procurement schedules in a graphic format suitable for displaying scheduled and actual progress.

1.3 CONTENT

A. Construction Progress Schedule

1. Show the complete work sequence of construction by activity and location.

1.5 OWNER'S RESPONSIBILITY

- ###### **A.**
- OWNER's review is only for the purpose of checking conformity with the Contract Documents and assisting CONTRACTOR in coordinating the Work with the needs of the Project.
- ###### **B.**
- It is not to be construed as relieving CONTRACTOR from any responsibility to determine the means, methods, techniques, sequences, and procedures of construction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 10

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Construction photographs.
2. Record Documents.
3. Periodic site observation.

B. Related Sections:

1. SECTION 01 77 00 - CONTRACT CLOSEOUT

1.2 CONSTRUCTION PHOTOGRAPHS

A. Take photographs at major phases of construction

1. Submit monthly in JPEG format via email.

1.3 RECORD DOCUMENTS

A. Quality Assurance:

1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
 - a. Coordinate changes within record documents, make legible and accurate entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change.
 - b. Document factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that change in Work has occurred.

1.4 PERIODIC SITE OBSERVATION

A. ENGINEER will make site observation to verify that construction is in conformance with the approved construction plans and specifications.

B. OWNER's personnel on official business may visit site to monitor progress.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 MAINTENANCE OF RECORD DOCUMENTS

A. General:

1. Promptly following commencement of Contract Time, secure from ENGINEER at no cost to CONTRACTOR, one complete set of Contract Documents.
2. Label or stamp each record document with title, "Record Documents," in neat large printed letters.
3. Record information concurrently with construction progress.
4. Do not cover or conceal Work until required information is recorded.

B. Preservation:

1. Maintain documents in clean, dry, legible condition and in good order.
2. Do not use record documents for construction purposes.
3. Make documents available at all times for observation by ENGINEER.

C. Entries on Drawings:

1. Date entries.
2. Use erasable colored pencil; clearly describe change by graphic line and note as required.
3. Call attention to entry by "cloud" drawn around area or areas affected.
4. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - d. Location of existing facilities, piping, equipment, and items critical to interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and ENGINEER's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions on Schematic Layouts: Show on record drawings, by dimension, centerline of each run of items such as are described in previous subparagraph above.
 - a. Clearly identify item by accurate note such as "cast iron drain," "galv. water," and like.
 - b. Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and like).
 - c. Make identification so descriptive that it may be related reliably to Specifications.
6. Specifications: Legibly mark and record for each product description of actual product installed if differs from that specified, including:
 - a. Manufacturer, trade name, and catalog model number of each product and item of equipment actually installed.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submittal procedures.
 - 2. Submittal schedule.
 - 3. Administrative submittals.
 - 4. Shop Drawings and Samples.
 - 5. Product data.
 - 6. Quality control submittals.
 - 7. Contract closeout submittals.
 - 8. Action on submittals.
- B. Related Sections:
 - 1. SECTION 01 77 00 - CONTRACT CLOSEOUT
- C. Related Documents:
 - 1. Transmittal of CONTRACTOR's Submittal

1.02 SUBMITTAL PROCEDURES

- A. Direct inquires to ENGINEER regarding procedure, purpose, or extent of Submittal.
- B. Schedule and make submissions in accordance with requirements of individual Specification Sections and in such sequence as to cause no delay in Work or in work of other Contractors.
- C. Identification of Submittals:
 - 1. Complete, sign, and transmit with each submittal package one Transmittal of CONTRACTOR's Submittal Form.
 - 2. Identify each submittal with following numbering system:
 - a. Sequentially number each submittal.
 - b. Number resubmittals with original number and an alphabetic suffix.
 - 3. Format submittals in an orderly manner, indexed with labeled tab dividers.
 - 4. Show date of submission.
 - 5. Show Project title and OWNER's contract identification and contract number.
 - 6. Show names of CONTRACTOR, Subcontractor or supplier, and manufacturer as appropriate.
 - 7. Identify Contract Document section and paragraph to which submittal applies.
 - 8. Identify submittal type; submit only one type in each Submittal package.
 - 9. Identify each deviation or variation from Contract Documents.
- D. Revise and resubmit submittals when required; identify changes made since previous submittal.
- E. For each submittal, allow 7 days for ENGINEER's review, excluding delivery time to and from CONTRACTOR, unless otherwise specified. Resubmittals will be subject to same review time.
- G. Schedule submittals to expedite Project and deliver to ENGINEER. Coordinate submittal of related items.
- H. Schedule Delays:
 - 1. Adjustment of Contract Times or Price due to ENGINEER's review of Submittals will only be allowed if all following criteria are met:
 - a. CONTRACTOR has notified ENGINEER in writing that timely review of submittal in question is critical to progress of Work, and has received ENGINEER's written acceptance to reflect such. Written agreement by ENGINEER to reduce submittal

review time will be made only for unusual and CONTRACTOR-justified reasons. Acceptance of progress schedule containing submittal review times less than specified or less than agreed to in writing by ENGINEER will not constitute ENGINEER's acceptance of review times.

- b. ENGINEER has failed to review and return first submission of submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 20 days after receipt.
 - c. CONTRACTOR demonstrates that delay in progress of Work is directly attributable to ENGINEER's failure to return submittal within time indicated and accepted by ENGINEER.
2. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of submittals, including multiple resubmissions.

1.03 ADMINISTRATIVE SUBMITTALS

- A. Description: Submittals that are not shop drawings, samples, or product data and do not reflect quality of product or method of construction.
- B. Number of Copies: One.
- C. Applications for Payment: Refer to SECTION 01 29 00.
- D. Provide submittals required by Laws, Regulations, and Governing Agencies:
 - 1. Promptly submit notifications, reports, certifications, payrolls, and other items as required, directly to applicable federal, state, or local governing agency or their representative.
 - 2. Transmit to ENGINEER for OWNER's records one copy of correspondence and transmittals including enclosures and attachments between CONTRACTOR and governing agency. Do not include any correspondence or transmittals that would be an invasion of privacy between CONTRACTOR and its employees.

1.04 SHOP DRAWINGS AND SAMPLES

- A. Submit Shop Drawings and Samples to ENGINEER as required by individual Specification Sections.
- B. Present in clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents.
- C. Number of Copies:
 - 1. Shop Drawings: One.
 - 2. Samples: One, unless otherwise specified in individual Specification Sections.
- D. Identify:
 - 1. Pertinent drawing sheets and detail numbers, products, units and assemblies, and system or equipment identification or tag numbers.
 - 2. Critical field dimensions and relationships to other critical features of Work.
 - 3. Samples: Source, location, date taken, and by whom.
 - 4. Each deviation or variation from Contract Documents.
 - 5. Equipment and Component Titles: Identical to title shown on Drawings.
 - 6. Manufacturer's standard schematic drawings and diagrams:
 - a. Modify to delete information that is not applicable to Work.
 - b. Supplement standard information to provide information specifically applicable to Work.
- E. Design Data: Show calculations, dimensions, assumptions, referenced standards, and codes upon which design is based.

1.05 PRODUCT DATA

- A. Clearly mark each copy to identify pertinent products or models and show performance

characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorages, and supports required.

- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Copies: Submit One.

1.06 CONTRACT CLOSEOUT SUBMITTALS

- A. Submit in accordance with SECTION 01 77 00.

1.07 ACTION ON SUBMITTALS

- A. Distribution of reviewed submittals:
 - 1. One copy each to ENGINEER and Construction Project Manager.
 - 2. Remaining copies returned to CONTRACTOR.
- B. ENGINEER will review, mark, and stamp as appropriate and distribute marked-up copies as noted:
 - 1. *No Exceptions Taken:*
 - a. Final Unrestricted Release: Where submittals are marked as "No Exception Taken," Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on compliance.
 - 2. *Make Corrections Noted:*
 - a. Final-but-Restricted Release: When submittals are marked as "Make Corrections Noted," Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and Contract Documents. Acceptance of Work depends on compliance. Re-submittal not required.
 - 3. *Revise and Resubmit:*
 - a. Returned for Re-submittal: When submittals are marked as "Revise and Resubmit," do not proceed with Work covered by submittal. Do not permit Work covered by submittals to be used at Project site or elsewhere where Work is in progress.
 - 4. *Submit Specific Item(s):*
 - a. Submit Specific Item: When submittals are marked "Submit Specific Item(s)," do not proceed with work covered by submittal.
 - b. Prepare new submittal for specific item product or material.
 - 5. *Other:*
 - a. Perform requests as noted.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Regulatory Requirements.
 - 2. Workmanship.
 - 3. Responsibilities of CONTRACTOR.
 - 4. Coordination.

1.2 REGULATORY REQUIREMENTS

- A. Concrete:
 - 1. American Concrete Institute 318 – Building Code Requirements for Structural Concrete and Commentary

1.3 WORKMANSHIP

- A. Perform work to highest level of workmanship and detail possible.
- B. Meticulous work and high attention to detail regarding mechanical components, measurements, assembly, and other activities covered by Contract Documents is expected.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

- A. Implement and conduct quality control program that will ensure timely and cost-effective completion of this project in conformance with Contract Documents.
- B. Cooperate with OWNER in accommodating OWNER-furnished material, furnishings, equipment and its installation and OWNER's construction review.
- C. Establish on-site lines of authority and communication.
 - 1. Attend meetings.
 - 2. Utilize sequentially numbered and dated forms to document requests for information and clarification.
- D. Provide and maintain competent staff of experienced construction, administrative and supervisory personnel in sufficient numbers to meet contract completion date.
- E. Provide and designate competent, experienced person to perform quality control reviews of Work.
- F. Responsibilities of quality control reviewer:
 - 1. Review work by CONTRACTOR.
 - 2. Verify that Work is ready for ENGINEER's review.
 - 3. Schedule reviews with ENGINEER.
 - 4. Be responsible in conjunction with CONTRACTOR's superintendent for correction of non-conforming work.
- G. If CONTRACTOR fails to provide competent and experienced person to perform quality control reviews, OWNER will retain services of required staff and deduct their fees from periodic progress payments due to CONTRACTOR.
- H. Furnish detailed time schedule of operations for work on Project. Monitor schedule as work progresses and revise schedule at appropriate intervals, or as requested by ENGINEER, to reflect actual progress.

- I. CONTRACTOR shall provide OWNER, ENGINEER, and STATE ENGINEER OFFICE PERSONNEL proper and safe access to the site for their observation, inspection, and testing. CONTRACTOR shall cooperate with inspection and testing personnel to facilitate any inspections and tests by the OWNER, ENGINEER, or STATE ENGINEER OFFICE PERSONNEL

3.2 **COORDINATION**

- A. Carefully review Contract Documents and report to ENGINEER any error, omission, conflict, inconsistency, or code violation discovered.
- B. Require Subcontractors to comply with requirements of Contract Documents.
- C. Await written instructions prior to correcting conflicts or problems identified.

END OF SECTION

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submittals.
 - 2. Mobilization.
 - 3. Permits.
 - 4. Temporary Utilities.
 - 6. Protection of Work and Property.
 - 6. Temporary Controls
 - 7. Storage Yards and Buildings.
 - 8. Parking Areas.
 - 9. Progress Cleaning.
- B. Related Documents:
 - 1. General Conditions
 - 2. In following paragraph, include Sections used for this Project.

1.02 REFERENCES

- A. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
- B. ANSI Z60.1, American Standard for Nursery Stock.
- C. UDFCD, Drainage Criteria Manual, Volume 3.

1.03 MOBILIZATION

- A. Mobilization includes as minimum:
 - 1. Obtaining required permits.
 - 2. Moving CONTRACTOR's equipment required for operations onto site.
 - 3. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations, and governing agencies.
 - 4. Posting OSHA required notices and establishing safety programs and procedures.
 - 5. Having CONTRACTOR's superintendent at site full time.
 - 6. Providing CONTRACTOR field offices, if necessary.

1.04 PERMITS

- A. OWNER will obtain the necessary US Army Corp of Engineers Permit and secure the necessary approvals from the City of Grand Junction for use of the site
- B. Apply for and conform to additional permits as required by local, state and federal agencies.
- C. Permits:
 - 1. Submit applications for permits prior to commencing work.
 - 2. Send copies of applications to OWNER and ENGINEER
 - 3. Provide copies of approved permits to OWNER and keep original on site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 TEMPORARY UTILITIES

- A. Power:
 - 1. Electric power will not be available from OWNER at site.
 - 2. Provide temporary electrical service approved by ENGINEER, as needed.
- B. Water:
 - 1. Include costs to transport water to construction areas, if required.
 - 2. Provide temporary facilities and piping required to bring water to point of use, and remove when no longer needed.
 - 3. No potable water is available at site. Make arrangements for and bear costs of providing water required for drinking by construction personnel during project construction.
- E. Sanitary and Personnel Facilities:
 - 1. Provide and maintain facilities for ENGINEER's personnel, CONTRACTOR's employees, Subcontractors, and other onsite construction personnel.
 - 2. Service and clean twice weekly, or as necessary; maintain facilities and enclosures.
- F. Fire Protection: In accordance with NFPA No. 241.

3.02 PROTECTION OF WORK AND PROPERTY

- A. General:
 - 1. OWNER provides right-of-way, easement or project site for permanent access or permanent construction for project.
 - 2. Additional access, access right-of-way, construction areas, or additional needed land involved in construction of this project is responsibility of CONTRACTOR.
 - 3. Land owned by OWNER may be used as site headquarters, storage yard, or base of operations provided that use of said land meets requirements and restrictions imposed by OWNER at time of usage.
 - 4. Remove waste materials from area and dispose of offsite.
 - 5. Restore areas outside project used by CONTRACTOR to original condition on completion of construction.
 - 6. Perform Work within OWNER's property in systematic manner that minimizes inconvenience to OWNER and public.
 - 7. Do not block access to OWNER's property from vehicular traffic.
 - 8. Do not place solvents, non-food grade greases and oils, and other deleterious materials in potable water area. If Work requires equipment that utilizes deleterious materials, submit Containment Plan to ENGINEER for approval.
- B. Finished Construction: Protect finished surfaces from damage by construction operations.
- C. Waterways: Keep ditches, culverts, and natural drains continuously free of construction materials and debris.
- D. Dewatering:
 - 1. Construct, maintain, and operate cofferdams, channels, slurry trenches, flume drains, sumps, pumps, and other temporary diversion and protection measures.
 - 2. Install, maintain, and operate pumps and other equipment for environmentally safe removal and disposal of water.
 - 3. Maintain excavations, foundations, and structures free from water.
- E. Archaeological Finds:
 - 1. If archaeological or paleontological finds are made within limits of site, notify ENGINEER immediately.
 - 2. Continue Work in other areas without interruption.

3.03 TEMPORARY CONTROLS

- A. Air Pollution Control:
 - 1. Minimize air pollution from construction operations.
 - 2. Burning of waste materials, rubbish, or other debris is not permitted on or adjacent to site.
- B. Water Pollution Control:
 - 1. Obtain stormwater permit for Project, including development of Stormwater Management Plan, in accordance with requirements of Colorado Department of Public Health and Environment, and Mesa County.
- C. Erosion, Sediment, and Flood Control:
 - 1. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect Work and existing facilities from flooding during construction.
 - 2. Install and maintain silt fencing between construction activities and drainage channel until revegetation is established.
 - 3. Provide straw bale and/or coir logs protection to stormwater inlets affected by construction.

END OF SECTION

SECTION 01 71 00

SITE CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. The CONTRACTOR acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing upon access to the site; handling, storage, and disposal of materials; availability of water, electricity and roads; uncertainties of weather, river stages, water flow rates and levels in irrigation ditches and canals or similar physical conditions at the site; the conformation and conditions of the ground; the equipment and facilities needed preliminary to and during the execution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.
- B. The CONTRACTOR further acknowledges that they have satisfied themselves as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by the OWNER or included in these Documents. Failure by the CONTRACTOR to acquaint themselves with the physical conditions of the site and all the available information will not relieve them from responsibility for properly estimating the difficulty or cost of successfully performing the work.
- C. The CONTRACTOR warrants that as a result of his examination and investigation of all the aforesaid data that they can perform the work in a good and workmanlike manner and to the satisfaction of the OWNER. The OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless such representations are expressly stated in the Contract, and the Contract expressly provides that the responsibility therefore is assumed by the OWNER.

PART 2 PRODUCTS

2.1 INFORMATION ON SITE CONDITIONS

- A. Any information obtained by the ENGINEER regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities, and similar data will be available for inspection, as applicable, at the office of the ENGINEER upon request. Such information is offered as supplementary information only. Neither the ENGINEER nor the OWNER assumes any responsibility for the completeness or interpretation of such supplementary information.
 - 1. Differing Subsurface Conditions:
 - a. In the event that the subsurface or latent physical conditions are found materially different from those indicated in these Documents, and differing materially from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the CONTRACTOR shall promptly, and before such conditions are disturbed, notify the ENGINEER in writing of such changed conditions.
 - b. The ENGINEER will investigate such conditions promptly and following this investigation, the CONTRACTOR shall proceed with the work, unless otherwise instructed by the ENGINEER. If the ENGINEER finds that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performing the work, the ENGINEER will recommend to the OWNER the amount of adjustment in cost and time they considers reasonable. The OWNER will

make the final decision on all Change Orders to the Contract regarding any adjustment in cost or time for completion.

2. Underground Utilities:
 - a. No known Utilities exist on site

PART 3 EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under this Contract.
- B. Neither the OWNER nor its officers or agents shall be responsible to the CONTRACTOR for damages as a result of the CONTRACTOR's failure to protect utilities encountered in the work.
- C. If the CONTRACTOR while performing the Contract discovers utility facilities not identified in the Drawings or Specifications, they shall immediately notify the OWNER, utility, and the ENGINEER in writing.
- D. The CONTRACTOR shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the ENGINEER.

3.2 FIELD RELOCATION

- A. During the progress of construction, it is expected that minor relocations of the work will be necessary. Such relocations shall be made only by direction of the ENGINEER. If existing structures are encountered that prevent the construction, and that are not properly shown on the Drawings, notify the ENGINEER before continuing with the construction in order that the ENGINEER may make such field revision as necessary to avoid conflict with the existing structures. If the CONTRACTOR shall fail to so notify the ENGINEER when an existing structure is encountered, and shall proceed with the construction despite the interference, they shall do so at their own risk.

3.3 EASEMENTS

- A. Where portions of the work are located on public or private property, easements and permits will be obtained by the OWNER. Easements will provide for the use of the property for construction purposes to the extent indicated on the easements. Copies of these easements and permits are available upon request to the OWNER. It shall be the CONTRACTOR's responsibility to determine the adequacy of the easement obtained in every case and to abide by all requirements and provisions of the easement. The CONTRACTOR shall confine his construction operations to within the easement limits or make special arrangements with the property owners or appropriate public agency for the additional area required. Any damage to property, either inside or outside the limits of the easements provided by the OWNER, shall be the responsibility of the CONTRACTOR as specified herein. The CONTRACTOR shall remove, protect, and replace all fences or other items encountered on public or private property. Before final payment will be authorized by the ENGINEER, the CONTRACTOR will be required to furnish the OWNER with written releases from property owners or public agencies where side agreements or special easements have been made by the CONTRACTOR or where the CONTRACTOR's operations, for any reason, have not been kept within the construction right-of-way obtained by the OWNER.
- B. It is anticipated that the required easements and permits will be obtained before construction is started. However, should the procurement of any easement or permit be

delayed, the CONTRACTOR shall schedule and perform the work around these areas until such a time as the easement or permit has been secured.

3.4 LAND MONUMENTS

- A. The CONTRACTOR shall notify the ENGINEER of any existing Federal, State, City, County, and private land monuments encountered. Private monuments shall be preserved, or replaced by a licensed surveyor at the CONTRACTOR's expense. When Government monuments are encountered, the CONTRACTOR shall notify the ENGINEER at least two (2) weeks in advance of the proposed construction in order that the ENGINEER will have ample opportunity to notify the proper authority and reference these monuments for later replacement.

END OF SECTION

SECTION 01 71 23

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes:
 - 1. Survey.
 - 2. Construction layout.
 - 3. Field Engineering.
 - 4. Reference and coordinate points.
 - 5. Construction lines and grades.
 - 6. Supplemental Information.

1.03 SURVEY

- A. Perform surveys that are necessary to lay out structure and pipeline lines, alignments, grades and elevations from control points.
- B. ENGINEER may review and or verify CONTRACTOR-established lines, grades, and elevations by surveys. Provide access to project work for these surveys.
- C. Reviews or surveys performed or requested by ENGINEER shall not relieve CONTRACTOR's responsibility for correct lines, grades, elevations and structure layout.

1.04 CONSTRUCTION LAYOUT

- A. Perform construction layout using qualified, competent personnel.
- B. Stake pipelines at horizontal points of intersection (PI's), grade changes and at 50 foot intervals or less.
- C. Make survey data available for review throughout construction time period.

1.05 REFERENCE AND COORDINATE POINTS

- A. Protect and preserve reference points and benchmarks.
- B. Report damaged or destroyed reference points and benchmarks to ENGINEER.
 - 1. ENGINEER will reestablish damaged, moved, altered, or destroyed reference benchmarks and coordinate points.
 - 2. If damaged, moved, altered, or destroyed by CONTRACTOR, cost of reestablishing such points shall be borne by CONTRACTOR.
 - 3. ENGINEER is not responsible for increased costs or delays to CONTRACTOR relating to reference points or benchmarks that are damaged, moved, altered, or destroyed by CONTRACTOR or its Subcontractors, suppliers, agents, or employees or other contractors working on site.
- C. Report potential errors in reference points or benchmarks to ENGINEER.
 - 1. Discontinue use of reference points or benchmarks alleged to be in error until accuracy of points can be verified.
 - 2. Claims for extra compensation for alteration or reconstruction allegedly due to errors in reference points or benchmarks will not be allowed unless original reference points and

bench marks still exist or substantiating evidence proving error is furnished by CONTRACTOR, and unless CONTRACTOR has reported such errors to ENGINEER as specified hereinbefore.

- D. Use of control monuments for construction surveying, other than those shown on Drawings or furnished by or approved by ENGINEER, is prohibited.

1.06 Submittals

- A. CONTRACTOR shall perform an As-Built survey of all construction features including, but not limited to, dam crest geometry, embankment geometry, spillway invert, new outlet features, instrumentation, survey monuments, conduit inverts, drain inverts, and structure inverts. As-Built survey shall be submitted to the ENGINEER and OWNER and incorporated into the Record Drawings as appropriate.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION LINES AND GRADES

A. CONTRACTOR:

1. Make and maintain points and lines in connection with surveys required.
2. Provide string lines along centerline offset line from which line and grade of pipeline can be controlled and monitored.
3. Preserve line and grade stakes and markers set by ENGINEER, until otherwise authorized.

END OF SECTION

SECTION 01 74 50

ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. The work of this section consists of obtaining permits and providing environmental controls consistent with regulatory permits through the duration of the work required under this project.

PART 2 PRODUCTS (NONE)

PART 3 EXECUTION

3.1 PRESERVATION OF NATURAL FEATURES

- A.** Confine operations as much as possible. Exercise special care to maintain natural surroundings in an undamaged condition. Within the work limits, barricade trees, rock outcroppings, and natural features to be preserved.

3.2 HOUSEKEEPING

- A.** Keep project neat, orderly, and in a safe condition at all times. Store and use equipment, tools, and materials in a manner that does not present a hazard. Immediately remove all rubbish. Do not allow rubbish to accumulate. Provide on-site containers for collection of rubbish and dispose of it at frequent intervals during progress of work.

3.3 DISPOSAL

- A.** Disposal of Waste (Unsuitable) Materials: All material determined by the ENGINEER to be waste will be disposed of in approved landfill in a manner meeting all regulations. Dispose of waste materials, legally, at public or private dumping areas. Do not bury wastes inside of the limits of construction. All costs for dump fees, permits, etc., to be borne by the CONTRACTOR.
- B.** Disposal of Garbage and Other Construction Materials: Provide sanitary containers/dumpsters and haul away contents such that no overflow exists.
- C.** The CONTRACTOR is to immediately inform ENGINEER of any hazardous materials encountered during construction. Dispose of waste materials legally at private or public facilities.

3.4 BURNING

- A.** No burning of debris will be permitted.

3.5 PERMITS

- A.** All work must be performed in accordance with all applicable regulatory permits. If necessary, it shall be the responsibility of the CONTRACTOR to obtain a Groundwater Discharge (402) Permit from the Colorado Department of Public Health and Environment for any dewatering operations that will be discharged into any drainageways, open channels, or irrigation ditches. The CONTRACTOR shall be responsible for any testing required under the 402 Permit.
- B.** It shall be the responsibility of the CONTRACTOR to obtain all applicable permits.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Submittals
 - 2. Final cleaning
- B. Related Documents:
 - 1. General Conditions
- C. Related Sections:
 - 1. SECTION 32 92 00 - SITE RECLAMATION
- D. General:
 - 1. Upon completion of closeout activities, submit Application for Final Payment and completed Final Payment Release Form as provided in the Contract.
 - 2. Upon completion of closeout activities, ENGINEER will issue a Notice of Acceptability of Work (Final Completion).

1.2 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
 - 1. Rules and Regulations for Dam Safety and Dam Construction

1.3 SUBMITTALS

- A. Quality Control Submittals: Written procedures for maintaining and markup of Record Documents.
 - 1. Submit in accordance with SECTION 01 33 00.
- B. Contract Closeout Submittals: Submit in accordance with the Contract and individual Specification Sections.
 - 1. Project Record Documents
 - 2. Red-lined as-built drawings (a.k.a. "Drawings of Record" or "Record Drawings")
 - 3. Operation and Maintenance Data
 - 4. Bonds, Warranties, and Service Agreements
 - 5. Consent of Surety to Final Payment
 - 6. Releases or Waivers of Liens and Claims
 - 7. Releases from Agreements
 - 8. Final Application for Payment
 - 9. Spare Parts and Special Tools

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CLOSING OUT THE PROJECT

- A. CONTRACTOR advises the ENGINEER in writing that he has reached "Substantial Completion" and provides a list of items to be completed or corrected.
 - 1. Closeout may be conducted by areas or portions of the work if requested by the OWNER.
- B. ENGINEER inspects the work to determine if it is substantially complete and issues a Certificate of Substantial Completion plus a "Punch List" of items to be completed or corrected.
 - 1. Substantial Completion – Definition
 - a. All Work must be ready to serve its intended purpose.
- C. CONTRACTOR competes and/or corrects all punch list items and notifies the ENGINEER in writing that his work is ready for final inspection. At this time, a final application for payment is submitted.
- D. ENGINEER and SEO PERSONNEL will make final inspection. When the work is found to be acceptable under the Contract Documents, and the Contract fully performed, the ENGINEER will issue a final Certificate for Payment.
 - 1. Final Completion – Definition
 - a. All Work must be complete for Final Completion, including Final Cleaning.
 - 1) See 3.2 of this SECTION.
 - b. Contract Closeout Submittals must be received by ENGINEER
 - 1) See 1.3.B of this SECTION.
- E. Project will not be considered complete by the SEO until SEO PERSONNEL have performed final inspection in accordance with Rule 8.2.6 of the SEO's Rules and Regulations.
 - 1. See 3.1.D of this SECTION
- F. Storage of water shall not be permitted until ENGINEER has submitted construction completion documents to the SEO in accordance with Rule 8.3.1 of the SEO's Rules and Regulations.

3.2 **FINAL CLEANING**

- A. At completion of Work and prior to notice of Substantial Completion, remove tools, equipment, surplus materials, debris, and temporary construction from premises.
- B. Leave Work and adjacent areas in clean condition.
- C. Remove grease, dirt, dust, paint, stains, and other foreign materials resulting from Work under this Contract from street surfaces and surrounding areas.
- D. Repair damage to any surface or substrate caused by construction activities.
- E. Regrade Construction access routes to match adjacent, undisturbed areas.
- F. Remove Vehicle Tracking Control, regrade and reseed with native mix to match adjacent undisturbed areas.
- G. Repair, patch, and touch up marred surfaces to match adjacent surfaces.
- H. Leave watercourses, gutters, and ditches open and clean.
- I. Haul waste from job site to approved disposal area.
- J. Return areas to condition specified in SECTION 32 92 00.

END OF SECTION

SECTION 03 21 00

REINFORCING STEEL

GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Reinforcing steel.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 117 - Standard Specification Tolerances for Concrete Construction and Materials.
 - 2. 315 - Details and Detailing of Concrete Reinforcement.
- B. American Society for Testing and Materials (ASTM):
 - 1. A 82/A 82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
 - 2. A 185/A 185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - 3. A 497/A 497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - 4. A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- C. Concrete Reinforcing Steel Institute (CRSI):
 - 1. Manual of Standard Practice.
 - 2. Placing Reinforcing Bars.
- D. American Welding Society (AWS):
 - 1. D1.4 - Structural Welding Code - Reinforcing Steel.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Reinforcing steel:
 - 1. Store off the ground.
 - 2. Protect from oil or other materials that are detrimental to steel or the bonding capability of the reinforcing bar.
 - 3. Protect from mechanical injury.
 - 4. Rust, seams, surface irregularities, or mill scale, will not be cause for rejection provided that the weight and height of deformations of the hand-wire-brushed test specimen are not less than the applicable ASTM Specification.
- B. Do not drop or drag bars.

PART 2 PRODUCTS

2.01 REINFORCING STEEL

- A. Bar steel reinforcement: Deformed type, ASTM A 615, (AASHTO M31) and Grade 60.

2.02 TIE WIRE

- A. Standard tie wire:
 - 1. Sources: American Wire Tie, Inc., Mar-Mac Wire Inc.
 - 2. Description: 16 gauge wire tie.
- B. Tie wire in contact with inside face of water retaining structures: 16 gauge stainless steel.

2.03 BAR SUPPORTS

- A. General:
 - 1. Bar supports and spacing in accordance with CRSI Manual of Standard Practice, Chapter

03 21 00 - 1
REINFORCING STEEL

- 3; a maximum of four feet or as required by the Drawings.
 2. Metal chairs: Stainless steel, zinc coated steel, steel epoxy coated after fabrication, or uncoated steel with approved plastic tipped legs with minimum 1/2-inch of lower end of legs plastic coated.
- B. Floor Slabs:
1. Use coated steel chairs in applications where the bottom of the slab will be exposed. Either coated or uncoated may be used in other applications.
 2. Composite chairs are not acceptable.
 3. When required, staple chair on the bearing pad:
 - a. 1/4-inch thick exterior grade plywood.
 - b. Approximately 5 inches square.

PART 3 EXECUTION

3.01 FABRICATION

- A. Fabrication tolerances for straight and bent bars: In accordance with the requirements of Subsection 4.3, Tolerance, of American Concrete Institute Standard 315 and CRSI Manual of Standard Practice.

3.02 BENDING

- A. Reinforcing bars shall be bent cold to shapes shown on the Drawings, and unless otherwise approved, bends shall conform to the requirements of ACI 315. All bending dimensions shall be out to out of bar.
- B. Bars partially embedded in concrete shall not be field bent except as shown on the Drawings.
- C. Bars shall not be bent or straightened in a manner that will injure the material.

3.03 PLACING AND FASTENING

- A. Place, fasten, splice and support reinforcing steel and wire mesh or bar mat reinforcement in accordance with the Drawings and the CRSI Recommended Practice for Placing Reinforcing Bars.
- B. Place reinforcement within the tolerances provided in ACI 117.
- C. When placed in the Work, the reinforcing bars shall be free from dirt, loose mill scale, paint, oil, loose rust, or other foreign substance.
- D. Accurately place steel reinforcement in positions shown on the Drawings and hold firmly during the placing and setting of concrete by means of spacer strips, stays, metal chairs or other approved devices or supports.
 1. Precast concrete bricks or other types of bricks are not permitted for the support of reinforcement in footings, slabs or any other part of Work.
 2. Space chair and bolster supports for slabs and walls at maximum 4 foot centers unless otherwise shown in the Drawings.
 3. Unless otherwise provided, use bar steel reinforcement to support the top layers of reinforcing.
 4. After form removal, clip staple tails from the staples used to attach bar supports to wall and roof form.
 5. Provide one row of continuous bar chairs for support under each row of bar splices.
- E. Tie bars securely at intersections, except where spacing is less than one foot in each direction, when alternate intersections shall be tied.
 1. The tying of steel by spot welding is not permitted.
 2. Bend tie wire to prevent tie wire from being closer than one inch from the surface of concrete.
 3. Bundle bars: Tie together at maximum 6 foot centers.

3.04 SPLICING

- A. Bar steel reinforcement shall be furnished in full lengths indicated on the Drawings.
- B. The splicing of bars, except where shown on the Drawings, will not be permitted without written acceptance.
- C. Stagger splices at the minimum distance required for lapped splice in bar.
- D. When permission is granted to splice bars, other than those shown on the Drawings, provide the additional material required for lap at no additional expense to the OWNER.
- E. Splices will not be permitted at points where the section is not sufficient to provide a minimum distance of 2 inches between the splice and the nearest adjacent bar or surface of concrete.
- F. Sheets of mesh or bar steel reinforcement shall overlap each other sufficiently to maintain uniform strength and shall be securely fastened at ends and edges. Minimum edge lap: one mesh in width.
- G. When required or permitted in writing by the ENGINEER, a mechanical connection may be used to splice reinforcing steel bars or as a substitution for dowel bars.
- H. Splices of lap reinforcement shall be full-contact splices.

3.05 PREPARATION

- A. The placing and securing of the reinforcement in any unit or section shall be accepted by the ENGINEER before any concrete is placed in any such unit or section.

3.06 REINFORCING STEEL PLACEMENT REVIEW

- A. A minimum of 24 hours prior to concrete placement, a final review of reinforcing steel placement for footings, slabs, columns, and walls of structures, will be performed by the ENGINEER.
- B. Perform a quality control review prior to the ENGINEER's final review in order to determine the acceptability, completeness, and clean-up of any sub-contractors work and overall readiness of the Work for the final review.
- C. If the CONTRACTOR has proceeded to place forms prior to the final review, the CONTRACTOR will be required to remove sufficient forms to permit the visual review of the reinforcing steel and appurtenances such as reinforcing steel supports, chairs, and ties at no cost to the OWNER.

END OF SECTION

SECTION 03 30 00

CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Concrete.
- B. Related Sections:
 - 1. SECTION 03 21 00 - REINFORCING STEEL
 - 2. SECTION 03 39 00 - CONCRETE CURING

1.2 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
 - 2. 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
 - 3. 301 - Specifications for Structural Concrete.
 - 4. 302.1R - Guide for Concrete Floor and Slab Construction.
 - 5. 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 - 6. 305 - Hot Weather Concreting.
 - 7. 306 - Cold Weather Concreting.
 - 8. 309 - Guide for Consolidation of Concrete.
 - 9. 347R - Guide to Formwork for Concrete.
- B. American Society for Testing and Materials (ASTM):
 - 1. C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
 - 2. C 33 - Standard Specification for Concrete Aggregates.
 - 3. C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. C 88 - Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
 - 5. C 94 - Standard Specification for Ready-Mixed Concrete.
 - 6. C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregate.
 - 7. C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
 - 8. C 150 - Standard Specification for Portland Cement.
 - 9. C 192 - Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
 - 10. C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - 11. C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.
 - 12. C 295 - Standard Guide for Petrographic Examination of Aggregates for Concrete.
 - 13. C 311 - Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete.
 - 14. C 494 - Standard Specification for Chemical Admixtures for Concrete.
 - 15. C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - 16. C 1260 - Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar Bar Method).

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CONCRETE

- C. National Institute of Standards and Technology (NIST): Handbook No. 44, Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices.
- D. CDOT Road and Bridge Specification.
- E. Bureau of Reclamation Guide to Concrete Repair, Second Edition

1.3 DEFINITIONS

- A. Defective Areas: Surface defects that include honeycomb, rock pockets, indentations, cracks 0.015-inch wide and larger, and cracks that leak in water-holding basins, spalls, chips, embedded debris, lift lines, sand lines, bleed lines, leakage from form joints, fins and other projections, form popouts, texture irregularities, and stains that cannot be removed by cleaning.
- B. New Concrete: Less than 60 days old.

1.4 SUBMITTALS

- A. Material Submittals:
 - 1. Design Data:
 - a. Concrete mix designs signed by a qualified mix designer. Mix designs shall include the recommended slump.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cementitious Materials:
 - 1. Cement:
 - a. Type II Portland cement conforming to ASTM C 150.
 - 2. Fly ash:
 - a. Class C or Class F fly ash conforming to ASTM C 618.
 - b. Make fly ash additions to the mix on a cement substitution basis in accordance with ASTM C 618.
 - c. The maximum allowable amount of fly ash: 20% by weight of total cementitious materials.
- B. Aggregates:
 - 1. General:
 - a. Furnish from one source.
 - b. Natural aggregates:
 - (1) Free from deleterious coatings and substances in accordance with ASTM C 33, except as modified herein.
 - (2) Free of materials and aggregate types causing popouts, discoloration, staining, or other defects on the surface of concrete.
 - c. Alkali reactivity of aggregates:
 - (1) In accordance with ASTM C 33, Appendix, Paragraph X1.3.4.
 - (2) Tested for reactivity in accordance with ASTM C 1260.
 - (3) A maximum of 0.10% expansion for any aggregate product used in Portland cement concrete.
 - d. Aggregate soundness:
 - (1) Test fine and coarse aggregates in accordance with ASTM C 33.
 - (2) Test fine and coarse aggregates in accordance with ASTM C 88 using a sodium sulfate solution.
 - 2. Fine aggregates:
 - a. Natural sand or a blend of natural sand and crushed sand.

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CONCRETE

- b. Crushed sand must be less than 50% of the total sand by dry weight.
- c. Fine aggregates shall conform to the grading and quality requirements of ASTM C 33.
- d. Except where otherwise designated or approved, fine aggregates shall be between 36% and 44% by volume of the total aggregates in the concrete.
- e. Total materials passing No. 200 sieve: 4% maximum.
- f. Deleterious substances:
 - (1) Table 1, ASTM C 33.
 - (2) 3% or less total deleterious material finer than No. 200 sieve.
 - (3) 0.5% or less coal and lignite.
- 3. Coarse aggregate:
 - a. Natural gravels or crushed stone.
 - b. Conform to the grading and quality requirements of ASTM C 33 for size No. 57, No. 67, or No. 467.
 - c. Nominal maximum size of coarse aggregate: ACI 318/318R.
 - d. Limit deleterious substances in accordance with ASTM C 33, Table 3 for exposed concrete.
 - e. If the aggregates used are known to be reactive with high alkali cement, as determined by ASTM C 295, or if reactivity of aggregates is not known, use low alkali cement as defined in ASTM C 150, Table 2 to ensure adequate protection from a potential alkali-aggregate reaction.
- C. Admixtures:
 - 1. General:
 - a. Furnish from one manufacturer.
 - b. Assume responsibilities for damage or difficulties occurring as result of the use of admixtures; additional compensation due to such difficulties is not permitted.
 - c. The use of admixtures does not relieve the CONTRACTOR of the responsibility for the protection and curing of concrete.
 - d. Compatible with other admixtures.
 - e. Free of chlorides or other corrosive chemicals.
 - f. Do not use calcium chloride.
 - 2. Air entraining admixture:
 - a. ASTM C 260, nontoxic after 30 days.
 - b. Use an air entraining agent in concrete.
 - c. Add to the batch in accordance with ASTM C 94.
 - d. Maintain the air percentage as batched, within plus or minus 1.5%, for the time required for placement into the structure.
 - 3. Water reducing admixtures: ASTM C 494, Type A or D.
 - 4. High range water reducing admixtures:
 - a. Use only where specified or directed by the ENGINEER.
 - b. ASTM C 494, Type F or G.
 - c. Use the furnish type recommended by the manufacturer for allowable temperature ranges.
 - 5. Shrinkage reducing admixtures: Not permitted.
- D. Water: ASTM C 94.

2.2 ACCESSORIES

- A. Crack Repair Epoxy: Get ENGINEER approval prior to use.
- B. Bonding Agent: Two-component type as recommended by the manufacturer for surface finish, pot life, set time, vertical or horizontal application, and forming restrictions.

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CONCRETE

- C. Patching Material:
 - 1. Free from chlorides and other chemicals causing steel corrosion.
 - 2. Low pressure silica fume mortar or polymer modified mortar: EMACO as manufactured by Master Builders Co.
 - 3. No Liquid Storage: EMACO R-Series.
 - 4. For Liquid Storage: EMACO S-Series.
 - 5. Match the color and texture of adjacent concrete.
- D. Hydrophilic caulk
 - 1. Adeka Ultra Seal P-201 by OCM, Inc.
 - 2. Leak Master - Water Swelling Sealant by C.I. Kasei Co., Ltd.
 - 3. SikaSwell S-2 by Sika Corporation
 - 4. Engineer approved equal
- E. Swellable Sealant
 - 1. Swellstop by Sika Corporation
 - 2. Engineer approved equal
- F. Anchor adhesive
 - 1. AnchorFix-2020 by Sika Corporation
 - 2. HIT-RE 100 Epoxy Anchor by HILTI
 - 3. Engineer approved equal

2.3 CONCRETE MIX DESIGN

- A. Design:
 - 1. Submit mix designs in accordance with ACI 301, Section 4.
 - 2. Water/cement plus pozzolans ratio (w/c+p): Control allowable water addition to the mix; do not exceed w/c+p ratio.
- B. Mixes:
 - 1. Structural Concrete (Class D):
 - a. Minimum 28 day compressive strength: 4,500 psi when molded and cured in compliance with ASTM C 31.
 - b. Cement content range: 615 to 660 pounds per cubic yard.
 - c. Maximum w/c+p ratio: 0.45.
 - d. Air content: 5 to 8% of the volume of the batch, tested in accordance with ASTM C 231.
 - 2. Bagged Concrete
 - a. Minimum 28 day compressive strength: 4,000 psi

2.4 CONCRETE MIXING

- A. Ready Mixed Concrete: ASTM C 94.
- B. Do not make changes in the amounts or sources of approved mix ingredients without the written approval of the ENGINEER.
- C. Concrete mix temperatures: ACI 306R (cold weather) and ACI 305 (hot weather).
- D. Reverse the rotation on the drum of truck mixers in order to discharge wash water prior to charging mixer.
- E. Add admixtures in accordance to ASTM C 94 and the manufacturer's instructions.
- F. Bagged Concrete shall be mixed according to manufacturers instructions.

PART 3 EXECUTION

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CONCRETE

3.1 PREPLACEMENT PREPARATION

- A. General
 - 1. Meet the requirements and recommendations of ACI 304R and ACI 301, except as modified herein.
 - 2. Secure reinforcement in position before placing concrete.
 - 3. Clean form surfaces and embedded items of foreign material prior to placing concrete.
 - 4. Remove water and debris from spaces that are to be occupied by concrete.
 - 5. Foundation and Subgrade preparation:
 - a. Subgrades and soil foundations below concrete placement areas shall be free of debris, properly moisture conditioned, firm, and unyielding prior to placement of concrete.
 - b. Rock foundations below concrete placement areas shall be clear of loose debris and rock prior to placement of concrete.
 - c. Bedding materials shown in the Drawings below concrete structures shall be placed, moisture conditioned, and compacted as specified in SECTION 31 23 23.
 - 6. Inspection:
 - a. Notify the ENGINEER at least 24 hours in advance of concrete placement.
 - b. Do not place concrete until forms, reinforcing steel, subgrade, and cleanup methods have been approved by the ENGINEER.
 - c. Notify the ENGINEER when reinforcing is ready for inspection and allow sufficient time for inspection prior to placing concrete.

3.2 CONCRETE PLACEMENT

- A. Discharge Time:
 - 1. Do not exceed 90 minutes after adding cementitious materials to the water unless approved time delay admixtures are used.
 - 2. Coordinate information with the admixture manufacturer and the ENGINEER prior to placing concrete.
- B. Placement into Formwork:
 - 1. Concrete shall not be placed on frozen subgrade or into forms with temperatures less than 34°F.
 - 2. Prior to the placement of concrete:
 - a. Dampen and density subgrade under the concrete to be placed on granular soils.
 - b. Dampen wood forms.
 - 3. Place concrete as soon as possible after it leaves the mixer.
 - 4. Place concrete without segregation or loss of ingredients.
 - 5. Place concrete without splashing forms or the steel above.
 - 6. Place concrete in layers that are not over 18 inches in depth, except place slabs full depth.
 - 7. Place and consolidate successive layers of concrete prior to the initial set of the first layer to prevent cold joints.
 - 8. Place concrete so that plastic concrete flows readily between reinforcing steel and other embedded items.
 - 9. Do not place concrete that has partially hardened or is contaminated by foreign materials.
 - 10. Use placement devices, including chutes, pouring spouts, and pumps.
 - 11. Vertical free fall drop to final placement:
 - a. 5 feet in forms, 8 inches or less wide and 8 feet in forms wider than 8 inches, except as otherwise specified.
 - b. Self consolidating mixes: Up to 15 feet if slump is over 6 inches.

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CONCRETE

- c. For placements where drops are greater than the specified distance, use a placement device so that free fall below placement device conforms to the required value.
 - d. Limit free fall in order to prevent segregation that is caused by aggregates hitting reinforcing steel or other embedded items.
- 12. Do not use aluminum conveying devices.
- 13. Prevent the accumulation of water on the surface of concrete due to water gain or other causes during placement and consolidation by making adjustments in the mix design.
- C. Conveyor Belts and Chutes:
 - 1. Design and arrange the ends of chutes, hopper gates, and other points of concrete discharge throughout the conveyance, the hoisting, and the placing system in order for concrete to pass without becoming segregated.
 - 2. Do not use chutes longer than 50 feet.
 - 3. Angle chutes to allow concrete to readily flow without segregation with as little slope as possible.
 - 4. Conveyor belts:
 - a. Approved by the ENGINEER.
 - b. Wipe clean with a device that prevents mortar from adhering to the belt.
 - c. Cover conveyor belts and chutes.
- D. Addition of Water at the Site:
 - 1. Permitted only once and within 60 minutes of the initial batching.
 - 2. Do not exceed w/c+p ratio of mix.
 - 3. If hydration stabilizing admixtures are used, submit the brand, type and anticipated dosage rates to the ENGINEER prior to placement.
 - 4. Provide an accurate means to determine and measure the volume of water added to the mix.
- E. Addition of air entraining admixtures at Site:
 - 1. Addition of air entraining admixtures to concrete batch at site will be allowed only once per truck when approved by the ENGINEER
 - 2. After air entraining admixture is added, concrete shall be mixed for a minimum of 30 revolutions of mixer drum at mixing speed.
 - 3. Take slump and air content after air-entraining admixture addition and additional revolutions
 - 4. Record added air entraining admixture on batch ticket to the nearest ounce.
- F. Curing: Refer to SECTION 03 39 00.

3.3 GENERAL PLACEMENT SPECIFICATIONS

- A. Hot Weather:
 - 1. Conform to ACI 305R.
 - 2. Maintain concrete temperature below 90°F at time of placement.
 - 3. Ingredients may be cooled before mixing. The method of cooling concrete is to conform to ACI 305R and be approved by the ENGINEER.
 - 4. When the rate of surface evaporation approaches 0.20 pounds per square foot per hour for non-fly ash concrete mixes, and 0.15 pounds per square foot per hour for concrete mixes containing more than 15% fly ash as estimated by the ENGINEER from ACI 305R, Figure 2.1.5, make provisions for windbreaks, shading, fog spraying, sprinkling, ice, or wet cover as required by the ENGINEER before and during concrete placement
 - 5. If the rate of evaporation approaches 0.20 pounds per square foot per hour as estimated by ACI 305R, precautions against plastic shrinkage are required.

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6. Provide a recording thermometer, hygrometer and wind gauge in operating condition on-site 7 days prior to the first concrete placement.
 7. Precautions against plastic shrinkage cracks may be required in conditions other than what are normally considered hot weather conditions.
 8. If reinforcement is in direct sunlight or is more than 20°F higher in temperature than the concrete temperature before placement, wet the reinforcement with a water fog spray before placing concrete in order to cool the reinforcement.
 9. Do not cool plastic concrete mixtures without the approval of the ENGINEER.
 10. Evaporation retardant: Refer to SECTION 03 39 00.
- B. Cold Weather:
1. Do not place concrete against frozen earth or ice, or against forms and reinforcement with frost or ice present.
 2. Prevent carbonation on unprotected new concrete surfaces.
 3. Conform to methods in ACI 306, including maintaining the temperature of concrete as specified.
 4. Provide maximum and minimum thermometers placed on concrete surfaces and spaced throughout Work to allow the monitoring of concrete surface temperatures that are representative of the Work.
 5. Maintain concrete temperature above 55°F at the time of placement.
 6. Maintain concrete temperature between 55°F and 70°F for the entire curing period.
 7. External heating units:
 - a. Provide heated enclosures when air temperatures are below 40°F.
 - b. Vent heating units to the atmosphere and do not locally heat or dry concrete. Where water cure is specified, maintain a wet condition.
 - c. Do not exhaust flue gases directly into enclosed area.
 8. Do not warm plastic concrete mixtures without the approval of the ENGINEER.
 9. Maintain curing conditions as specified in SECTION 03 39 00.

3.4 CONSTRUCTION JOINTS

- A. Surface Preparation:
1. Clean the surface of concrete construction joints and remove materials that inhibit bonding.
 2. Wet existing concrete surfaces with clean potable water and saturate for 24 hours prior to placing new concrete.
 3. Remove standing water immediately before new concrete is placed.
- B. Joint Sealant
1. Apply ENGINEER approved sealant per manufacturer's recommendation in water bearing structures.

3.5 PATCHING

- A. General:
1. Where indicated, inject cracks with crack repair epoxy
 2. Prior to starting patching work, obtain quantities of color-matched patching material and the manufacturer's detailed instructions for use.
 3. Provide a structural patch with a finish to match the adjacent surface.
 4. Dress the surface of patches that will remain exposed to view to match the color and texture of adjacent surfaces by using supplemental materials furnished by the manufacturer for such purposes or by rubbing the area until a match is obtained.
 5. Patch concrete to provide a structurally sound surface finish that is uniform in appearance.
 6. Repair surface defects including fins, tie holes and honeycombed areas down to solid

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CONCRETE

concrete in accordance with ACI 301.

- B. Tie Holes:
 - 1. Fill with epoxy grout, except where sealant is shown; install according to manufacturer's recommendations.
 - 2. For areas exposed to view and not receiving a sack rubbed finish, blend to the color and texture of the adjacent concrete.
 - 3. Compact grout using a steel hammer and a steel tool to drive grout to high density.
 - 4. Cure grout for 7 days at a minimum.
- C. Alternate Form Ties-Through-Bolts:
 - 1. Seal through-bolt hole by sandblasting or mechanically cleaning and roughening the entire interior surface of hole.
 - 2. Epoxy coat roughened surface.
 - 3. Drive elastic vinyl plug and then dry pack entire hole on each side of plug with Category II grout in accordance with SECTION 03 62 00. Use only enough water to dry pack the grout.
 - 4. Dry pack while the epoxy is still tacky or remove the epoxy by mechanical means and reapply new epoxy.
 - 5. Compact grout using a steel hammer and a steel tool to drive grout to high density.
 - 6. Cure grout for 7 days at a minimum.
- D. Defective Areas:
 - 1. Repair methods for defective areas shall be approved by Engineer and SEO prior to proceeding but shall generally conform to the Bureau of Reclamation Guide to Concrete Repair, second edition.
- E. Blockouts at Penetrations:
 - 1. Conform to details indicated on Drawings, or submit proposed blockouts for the review and approval of the ENGINEER.
 - 2. Use non-shrink, nonmetallic grout, Category I or II.

3.6 CONCRETE WALL FINISHES

- A. Type W-1 (Ordinary Wall Finish):
 - 1. Patch tie holes.
 - 2. Knock off projections.
 - 3. Patch defective areas.

3.7 CONCRETE SLAB FINISHES

- A. General:
 - 1. Finish slab concrete in accordance with ACI 302.1R.
 - 2. Do not use "jitterbugs" or other special tools designed for purpose of forcing coarse aggregate away from surface and allowing layer of mortar to accumulate.
 - 3. Do not dust surfaces with dry materials.
 - 4. Round off edges of slabs with 1/4-inch radius steel edging tool for slabs subject to wheeled traffic.
 - 5. Use evaporation retardant only where specifically approved by ENGINEER. Where approved for use, follow manufacturer's instructions and precautions.
 - 6. Do not apply water to concrete surface during any phase of finishing operations.
 - 7. Do not perform concrete finishing while water is present on surface.
- B. Type S-1 (Steel Troweled Finish):
 - 1. Finish by screeding and floating with straight edges to bring surfaces to required finish elevation.

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CONCRETE

2. While concrete is still green but sufficiently hardened to bear a person's weight without deep imprint, wood float to true, even plane without visible coarse aggregate.
3. Use sufficient pressure on wood floats to bring moisture to surface.
4. After surface moisture has disappeared, hand trowel concrete to produce smooth, impervious surface, free from trowel marks.
5. Burnish surface with an additional troweling.
6. Final troweling to produce ringing sound from trowel.
7. Do not use dry cement or additional water during troweling, nor excessively trowel.
8. Power finishing:
 - a. An approved power machine may be used in lieu of hand finishing in accordance with directions of machine manufacturer.
 - b. Do not use power machine when concrete has not attained necessary set to allow finishing without introducing high and low spots in slab.
 - c. Do first steel troweling for slab S-1 finish by hand.

3.8 BACKFILL AGAINST WALLS

- A. Do not backfill against walls until concrete has obtained 80% of the specified 28 day compressive strength.
- B. Place backfill simultaneously on both sides of the wall, where required, to prevent differential pressures.

3.9 FIELD QUALITY CONTROL

- A. General:
 1. Field quality control will be performed by the OWNER.
 2. Provide access, cooperation, and incidental labor required by the OWNER to obtain specimens, perform tests, and conduct inspections.
 3. Provide facilities for safe storage and the proper curing of concrete test cylinders on-site for the first 48 hours, and for additional time as required before transporting to the testing laboratory.
 4. Provide concrete for the testing of slump, air content, and for making cylinders from the point of discharge into forms.
 5. When concrete is pumped, take samples from the discharge end of the mixer truck prior to entering the hopper and from the discharge end of the pump truck hose.
 6. Evaluation will be in accordance with ACI 301, Chapter 17, and Specifications. Where the term "building official" is used, the term shall be redefined to ENGINEER.
 7. Specimens will be made, cured, and tested in accordance with ASTM C 31 and ASTM C 39.
 8. The frequency of testing may be changed at the discretion of the ENGINEER.
 9. Pumped concrete: Take concrete samples for slump (ASTM C 143) and test cylinders (ASTM C 31 and C 39).
 10. Assist in obtaining samples and provide undisturbed testing areas with 120V AC power.
- B. Compression Test Specimens:
 1. Tests will be performed by the ENGINEER.
 2. Specimens will be fabricated, cured, and tested in accordance with ASTM C 192.
 3. One specimen will be tested at 7 days and two at 28 days. One specimen will be retained for a later break date.
- C. Enforcement of Strength Requirements:
 1. Should the strengths shown by laboratory cured test cylinders that are made and tested in accordance with the provisions of the Standard Specifications and evaluated by methods in accordance with ACI 318/318R fall below specified values, the ENGINEER may require changes in the proportions of concrete mix used on the

remainder of Work.

2. The ENGINEER may require the CONTRACTOR to provide a minimum of three cores drilled in accordance with ASTM C 42 and tested for compressive strength in accordance with ASTM C 39 for each portion of Work in which laboratory cured concrete test cylinders indicate a failure to meet the specified strength requirements within the specified time period.
 3. The ENGINEER may require the CONTRACTOR to remove and replace areas that are determined to be defective.
- D. Tolerances:
1. Walls: Measure and inspect walls for compliance with tolerances specified in SECTION 03 10 00.
 2. Slabs:
 - a. Floor flatness measurements will be made the day after the floor is finished and before shoring is removed, in order to eliminate the effects of shrinkage, curing, and deflection.
 - b. Support 10 foot long straightedge at each end with steel gauge blocks of thicknesses equal to the specified tolerance.
 - c. Compliance with designated limits in four of five consecutive measurements is satisfactory unless defective conditions are observed.

3.10 PROTECTION OF INSTALLED WORK

- A. After curing as specified in SECTION 03 39 00, and after applying final floor finish, cover slabs with plywood, particle board, plastic sheeting or other material to keep the floor clean and to protect it from material and damage due to other construction work.
- B. Patch and repair defective areas and areas damaged by construction.

END OF SECTION

SECTION 33 39 00

CONCRETE CURING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Concrete Curing.

1.02 REFERENCES

- A. American Concrete Institute (ACI):
 - 1. ACI 305 - Hot Weather Concreting.
 - 2. ACI 306 - Cold Weather Concreting.
 - 3. ACI 308 - Standard Practice for Curing Concrete.
- B. American Society for Testing Materials (ASTM):
 - 1. C 309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
 - 2. C 1315, Standard Specification for Liquid Membrane - Forming Compounds. Having Special Properties for Curing and Sealing Concrete.
 - 3. D 2103 - Polyethylene Film and Sheeting.

PART 2 PRODUCTS

2.01 MATERIALS

- A. White burlap-polyethylene sheet (Burlene):
 - 1. Minimum weight: 10 ounces/linear yard.
 - 2. Minimum width: 40 inches.
 - 3. Polyethylene:
 - a. Securely bonded to burlap with no separation.
 - b. Minimum thickness: 0.004 inches in accordance with ASTM D 2103.
- B. Curing Compound:
 - 1. Sources:
 - a. Kure 1315 by BASF Building Systems.
 - b. Super Diamond Clear VOX by Euclid Chemical Co.
 - 2. Description: Water-based, high solids content, non-yellowing curing compound meeting requirements of ASTM C 309 and ASTM C 1315.
 - a. Moisture Loss: 0.55 kg/m² in 72 hours.
 - b. Capable of meeting moisture retention at manufacturer's specified application rate.
- C. Evaporation Retardant:
 - 1. Sources:
 - a. CONFILM by BASF Building Systems.
 - b. Eucobar by Euclid Chemical Co.
 - 2. Description: Fluorescent color tint that disappears completely upon drying.
 - 3. Use only with written approval.
- D. Clear floor Sealer/Hardener
 - 1. Sources:
 - a. Eucosil by Euclid Chemical Co.
 - b. Kure-N-Harden by BASF Building Systems.
 - 2. Description: Colorless, inorganic silicate-based compound manufactured specifically to harden, seal and dustproof concrete surfaces.
 - 3. Do not use sealer/hardener as a curing compound. Prior to application, water cure concrete surfaces to receive sealer/hardener as specified.

- E. Water: Clean and potable, containing less than 50 ppm chlorides.

PART 3 EXECUTION

3.01 CURING OF CONCRETE

- A. GENERAL
 - 1. Cure concrete in accordance with ACI 305, 306, and 308 as applicable.
- B. Submit the method for approval for each of the following:
 - 1. Walls, Beams, and Columns:
 - a. General: Where walls, beams or columns are to receive coatings, painting, cementitious material, or other similar finishes, or where solvent-based coatings are not permitted, use only water curing procedures.
 - b. Method 1:
 - 1) Leave concrete forms in place.
 - 2) Keep entire surfaces of forms and concrete wet for 7 days.
 - c. Method 2:
 - 1) Apply curing compound, where allowed, immediately after removal of forms.
 - d. Method 3:
 - 1) Continuously sprinkle with water 100% of exposed surfaces for 7 days starting immediately after the removal of forms.
 - 2. Slabs and Curbs:
 - a. Commence concrete curing of slabs and curbs immediately after final finishing so as not to damage surface.
 - b. Method 1: Protect surface by water ponding with water a maximum of 25°s cooler than the concrete surface temperature for 7 days.
 - c. Method 2: Cover with burlap or cotton mats and keep continuously wet for 7 days.
 - d. Other approved method that will keep moisture present and uniform at all times on surface of slabs and curbs.
 - e. Where water curing for slabs and curbs during cold weather is not possible, use approved curing compound at the manufacturer's recommended coverage per gallon.
 - f. Where the curing compound cannot be used, gain approval for special methods using moisture prior to placing concrete for slabs and curbs.
 - g. Protect slabs during cold weather with plastic sheets or other material inside the required heated enclosure if foot traffic is permitted on slabs.
- C. Use only water curing where additional finishes such as sealer/hardener, painting, and other special coatings are required.
- D. The curing system must remain in place and be maintained for a duration of 7 days following placement.
- E. No construction, dead, or live loads are to be applied to new concrete until field cylinders indicate a minimum compressive strength of 80% of design strength or 7 days at a minimum.

3.02 EVAPORATION RETARDANT APPLICATION

- A. Spray onto surface of fresh flatwork concrete immediately after screeding to react with surface moisture as directed by the manufacturer.
- B. Reapply in accordance with the manufacturer's requirement.

END OF SECTION

SECTION 05 10 00

MISCELLANEOUS METALS

PART 1 GENERAL

1.01 RELATED SECTIONS

- A. SECTION 03 30 00 - CONCRETE

1.02 REFERENCES

- A. ASTM International (ASTM):
1. A 36/A 36M - Standard Specification for Carbon Structural Steel.
 2. A 123/A 123M - Standard Specification for Zinc (Hot-Galvanized) Coatings on Iron and Steel Products.
 3. A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 4. A 780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
 5. F 844 - Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use.
 6. B221-08 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes

1.03 SUBMITTALS

- A. Submit Drawings detailing fabrication and erection of each metal fabrication indicated. Reproductions of Construction Drawings will not be accepted for this purpose.
- B. Include plans, elevations, sections and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Indicate welded connections using standard AWS welding symbols. Clearly indicate net weld lengths, sizes and welding sequences.
- D. Provide manufacturer's data sheets, handling and installation instructions for concrete anchors.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise indicated on the DRAWINGS, materials shall meet the requirements in Table 05 10 00-1, Table 05 10 00-2, and the following paragraphs:
- B. Table 05 10 00-1 Structural Steel, Miscellaneous Metalwork and Embedments:

ITEM	SPECIFICATION
Steel Shapes and Plates:	
Steel Plate: Trashrack	ASTM A 242
Other Shapes and Plates: Trashrack angle	ASTM A 36 or ASTM A 992
Steel Pipe: Trashrack, Air Vent	ASTM A 501 or A 53, Type E or S, Grade B
Structural Steel Tubing: Trashrack	ASTM A 500, Grade B
Aluminum Tubing/Pipe: 8" dia pipe in spillway, staff gage	ASTM B221-08 Grade 6061 or 6063
Bolts and Threaded Rods	ASTM A 193, AISI Type 316 or 304, B8M, B8MN, B8M2 or B8M3
Nuts	ASTM A 194, AISI Type 316, 8M, 8MN, 8M2

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MISCELLANEOUS METALS

	or 8M3
Steel Bolts, Nuts and Washers: Carbon Steel High-Strength Galvanized Steel Bolts and Nuts Machine Bolts Lag Bolts Flat Washers (Unhardened) Flat Washers (Hardened) Lock Washers (Helical Spring Type, Galvanized Steel)	ASTM A 307 or A 36 ASTM A 325, Type 1 ASTM A 307 or A 36, with ASTM A 153 zinc coating and ANSI B1.1 Federal Specification FF-B-575, Grade 5 ASME B18.21.1 ASTM F 844; use A 153 zinc coating ASTM F 436 Federal Specification FF-W-84A

- C. Drilled Anchors:
 - 1. Unless otherwise indicated on the Construction Drawings, drilled anchors shall be hot-dipped galvanized or type 316 or 304 stainless as manufactured by ITW Ramset/Redhead, Hilti, or equal. Anchors shall have ICBO-approved testing.
- D. Coatings
 - 1. Steel fabrications shall be either hot dip galvanized or painted with a 2-part epoxy intended for submerged service applications.

PART 3 EXECUTION

3.01 STORAGE OF MATERIALS

- A. Store material, either plain or fabricated, above ground on platforms, skids, or other supports. Keep material free from dirt, grease, and other foreign matter and protect from corrosion.

3.02 FABRICATION AND ERECTION

- A. Fabricate miscellaneous metal items to straight lines and true curves. Drilling and punching shall not leave burrs or deformations.
- B. Continuously weld permanent connections along the entire area of contact.
- C. Joints shall have a close fit with corner joints coped or mitered and shall be in true alignment. Unless specifically indicated on the Construction Drawings, there shall be no bends, twists, or open joints in any finished member nor any projecting edges or corners at intersections.

3.03 WELDING

- A. Perform welding on steel by the shielded metal arc welding (SMAW) process. Welding shall conform to the AWS Structural Welding Code-Steel, D1.1, except as modified in AISC Section J2.
- B. Provide a minimum of two passes for metal in excess of 5/16-inch thickness.
- C. Produce weld uniform in width and size throughout its length with each layer of weldment smooth; free of slag, cracks, pinholes, and undercuttings; and completely fused to the adjacent weld beads and base metal. Avoid irregular surface, nonuniform bead pattern, and high crown. Form fillet welds of the indicated size of uniform height and fully penetrating. Accomplish repair, chipping, and grinding of welds in manner that will not gouge, groove, or reduce the base metal thickness.

3.04 INSTALLING BOLTS

- A. Two nuts shall be provided for each bolt to prevent self-loosening.
- B. Provide sufficient bolt length to allow for double nut tightening of each bolt. Bolts shall be of the length that will extend entirely through but not more than 1/4 inch beyond the nuts.

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MISCELLANEOUS METALS

- C. Draw boltheads and nuts tight against the work
- D. Tap boltheads with a hammer while the nuts are being tightened.

3.05 INSTALLING ANCHOR BOLTS

- A. After anchor bolts have been embedded, protect projecting threads by applying grease and having the nuts installed until the time of installation of the equipment or metalwork.
- B. Minimum depth of embedment of adhesive anchors shall be as recommended by the manufacturer, but no less than that shown on the Construction Drawings and no less than 12 bolt diameters.
- C. Epoxy anchor bolts shall be installed according to manufacturer's specifications.

3.06 ANCHORING SYSTEMS FOR CONCRETE

- A. Begin installation only after concrete or masonry receiving anchors has attained design strength.
- B. Do not install an anchor closer than six times its diameter to either an edge of concrete, or to another anchor, unless shown otherwise.
- C. Install anchors in accordance with manufacturer's instructions. Hole diameters are critical to installation, use only drills recommended by anchor manufacturer.
- D. Follow specific manufacturer's safe handling practices when handling and installing anchors.

3.07 CONTROL OF FLAME CUTTING

- A. Do not use a gas-cutting torch in the field for correcting fabrication errors on any member in structural framing. Use a gas-cutting torch only on minor members when the member is not under stress.

3.08 REPAIR OF GALVANIZED SURFACES

- A. Repair or replace metal with damaged galvanized surfaces at no additional cost to the OWNER. Accomplish repair of galvanized surfaces by use of DRYGALV by the American Solder and Flux Company, Paoli, PA; Cold Galvanizing Repair Compound by Rust-Oleum; or equal. Prepare surfaces and apply in accordance with the manufacturer's instructions.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Procedures for general excavation and trench preparation for installing pipe.
- B. Related Sections:
 - 1. SECTION 31 23 19 - DEWATERING

1.02 QUALITY ASSURANCE

- A. Provide adequate survey control to avoid unauthorized over-excavation.

1.03 SEQUENCING AND SCHEDULING

- A. Excavation Support: Install and maintain to support the sides of excavations and prevent the detrimental settlement and lateral movement of existing facilities, adjacent property, and completed Work.
- B. Dewatering: Conform to applicable requirements of SECTION 31 23 19, prior to initiating excavation.

1.04 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Do not use material excavated when frozen or when air temperature is less than 32°F until material completely thaws.
 - 2. Do not use material excavated during inclement weather until after the material drains and dries sufficiently for proper compaction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work.
- B. Excavate to within a tolerance of ± 0.1 foot except where dimensions or grades are shown or specified as maximum or minimum.
- C. Allow for forms, working space, granular base, topsoil, and similar items, where applicable.
- D. Trim to neat lines where concrete is to be placed against earth.
- E. Do not over-excavate without written authorization.
- F. Stockpile topsoil removed during excavation to be applied after backfill operations.

3.02 EMBANKMENT AND CUT SLOPES

- A. Shape, trim, and finish cut slopes to conform to the lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.
- B. Remove stones and rock that exceed 3 inches in diameter and that are loose and may roll down slope.
- C. Remove exposed roots from cut slopes.
- D. Round tops of cut slopes in the soil to not less than a 6 foot radius, provided such rounding

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EXCAVATION

does not extend off-site or outside easements and rights-of-way, adversely impact existing facilities, adjacent property, or completed Work.

- E. Construct berms around the tops of excavations in order to provide protection from surface runoff entering excavation.

3.04 STOCKPILING EXCAVATED MATERIAL

- A. Stockpile excavated material suitable for use as fill or backfill until the material is needed.
- B. Post Signage:
 - 1. Indicate the proposed use of material stockpiled.
 - 2. Clearly worded and readable by equipment operators from a normal seated position from all directions of approach to each stockpile
- C. Confine stockpiles within approved areas.
- D. Do not obstruct roads or streets.
- E. Do not stockpile excavated material adjacent to trenches and other excavations unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.
- F. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if the weight of stockpiled material could induce excessive settlement.

END OF SECTION

WATER CONTROL AND DEWATERING

PART 1 PART 1 - GENERAL

1.1 SUMMARY

- A. The WORK of this section consists of controlling groundwater, site drainage, and storm flows during construction.

1.2 REFERENCES

- A. State of Colorado, Department of Natural Resources, Division of Water Resources, Office of the State Engineer, Dam Safety
- 1. Rules and Regulations for Dam Safety and Dam Construction

1.3 SUBMITTALS

- A. CONTRACTOR must submit a Water Control and Dewatering plan to the ENGINEER and STATE ENGINEER OFFICE for review and approval prior to construction in accordance with Rule 8.1.1 of the SEO's Rules and Regulations.

PART 2 PART 2 - PRODUCTS

2.1 MATERIALS

- A. On-site materials may be used within the limits of construction to construct temporary dams and berms. Materials such as plastic sheeting, sandbags, and storm sewer pipe may also be used if desired by CONTRACTOR.

PART 3 EXECUTION

3.1 General.

- A. For all excavation, CONTRACTOR shall provide suitable equipment and labor to remove water, and he shall keep the excavation dewatered so that construction can be carried on under dewatered conditions. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. CONTRACTOR is responsible for investigating and becoming familiar with all site conditions that may affect the work including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety five percent (95%) of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods are required.
- B. CONTRACTOR shall conduct operations in such a manner that storm, or other waters may proceed uninterrupted along their existing drainage courses. By submitting a bid, CONTRACTOR acknowledges that CONTRACTOR has investigated the risk arising from such waters and has prepared his bid accordingly and assumes all of said risk.
- C. At no time during construction shall CONTRACTOR affect existing surface or subsurface drainage patterns of adjacent property. Any damage to adjacent property resulting from CONTRACTOR's alteration of surface or subsurface drainage patterns shall be repaired by CONTRACTOR at no additional cost to OWNER.
- D. CONTRACTOR shall remove all temporary water control facilities when they are no longer needed or at the completion of the PROJECT.
- E. Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.

3.2 Surface Water Control.

- A. Surface water control generally falls into the following categories:
 - 1. Normal low flows along the channel
 - 2. Storm/flood flows along the channel
 - 3. Flows from existing storm drain pipelines; and
 - 4. Local surface inflows not conveyed by pipelines
- B. CONTRACTOR shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. CONTRACTOR is responsible to ensure that any such worsening of flooding does not occur. CONTRACTOR is solely responsible for determining the methods and adequacy of water control measures.
- C. At a minimum, CONTRACTOR shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout. CONTRACTOR is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction-site. It shall be CONTRACTOR's responsibility to determine the quantity of water which shall be diverted to protect the WORK from damage caused by stormwater.
- D. CONTRACTOR shall, at all times, maintain a flow path for all channels. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

3.3 Groundwater Control.

- A. CONTRACTOR shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for all structures, pipelines, earthwork, and rock work. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. Dewatering from within the foundation excavations shall not be allowed. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by CONTRACTOR operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at CONTRACTOR's expense.
- B. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by OWNER'S REPRESENTATIVE.

END OF SECTION

SECTION 31 23 23

FILL AND BACKFILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Furnishing and installing fill material.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C 33, Standard Specification for Concrete Aggregates
 - 2. D 75, Standard Practice for Sampling Aggregates.
 - 3. D 422, Standard Test Method for Particle-Size Analysis of Soils.
 - 4. D 698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort 12,400 ft-lbf/ft³ (600 kN-m/m³).
 - 5. D 1241, Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses
 - 6. D 1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 7. D 2922, Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 8. D 4253, Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.
 - 9. D 4254, Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
- B. Site specific geotechnical reports as part of the Project Contract Documents.

1.3 DEFINITIONS

- A. Compaction:
 - 1. Ratio, in percent, of as-compacted field dry density to laboratory maximum dry density as determined in accordance with ASTM D 698.
 - 2. Apply corrections for oversize material to either as-compacted field dry density or maximum dry density, as determined by the ENGINEER.
- B. Optimum Moisture Content: Moisture content as determined by ASTM D 698.
- C. Relative Density: Calculated in accordance with ASTM D 1556 based on the maximum index density determined in accordance with ASTM D 4253 and the minimum index density determined in accordance with ASTM D 4254.
- D. Completed Course: Course or layer ready for the next layer or next phase of Work, free from irregularities with a smooth, tight, even surface, true rolling, and cross section.
- E. Lift: The loose, uncompacted, layer of material.
- F. Well-Graded: A good representation of particle sizes from largest to smallest.
- G. Influence Area: The area within planes sloped downward and outward at a 60° angle from horizontal measured from 5 feet outside the proposed structure lines as shown on Drawings.
- H. Borrow Material: Material from required excavations or from designated borrow areas on or near the site.
- I. Selected Backfill Material: Materials that may be available on-site that the ENGINEER determines to be suitable for specific use.
- J. Imported Material: Materials obtained from sources off-site that are suitable for specified use.
- K. Structural Fill: Fill materials as required under and around structures and pavements.
- L. Embankment Material: Fill materials required to raise existing grade in areas other than under structures and pavements.
- M. Fines: Materials passing No. 200 sieve as determined in accordance with ASTM D 422.

- N. Certified/Certification: Reviewed, approved, stamped, and signed by a Professional Engineer registered in State of Colorado.
- O. Pipe Backfill Zone: The backfill zone described as the area within 12 inches of the pipe extending along the entire length of the outlet pipe.

1.4 SUBMITTALS

- A. Quality Control Submittals:
 - 1. Manufacturer's data sheets for compaction equipment
 - 2. Certified test results and the name and location of the source for each imported material.
 - 3. Submit a gradation analysis for all imported material.

1.5 QUALITY ASSURANCE

- A. Notify the ENGINEER when:
 - 1. The foundation excavation and subgrade preparation for foundation has been completed.
 - 2. Any structure is ready for backfilling, and whenever backfilling operations are initiated, or resumed after a period of inactivity.
 - 3. Soft or loose subgrade materials are encountered wherever embankment or site fill is to be placed.
 - 4. Fill material deviates from the Specifications.
 - 5. Fill is about to be placed on a prepared foundation, or when fill operations are resumed after a period of inactivity.
 - 6. The initial sampling of the imported material source is to be conducted or the importing of material to Project site is to begin.

1.6 SEQUENCING AND SCHEDULING

- A. Backfill against concrete structures only after concrete has attained 80% of design compressive strength as specified in SECTION 03 30 00

1.7 PROJECT CONDITIONS

- A. Environmental Requirements: Do not place fill or backfill, if fill or backfill material is frozen, or if the surface upon which fill or backfill is to be placed is frozen.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Embankment Fill:
 - 1. Material removed during excavation shall be disposed of in the borrow/waste area unless otherwise directed by the ENGINEER.
 - 2. Embankment fill shall be sourced from borrow areas as indicated in the DRAWINGS or as directed by the ENGINEER.
 - 3. Shall be classified as SC materials according to USCS classification system unless otherwise approved by ENGINEER.
 - 4. Shall have a Plasticity Index equal to or greater than 10.
 - 5. Shall have a maximum individual particle size of 3 inches, except within the pipe backfill zone specified on the plans where the maximum particle size is limited to 1 inch.
- B. Filter Sand: Filter sand shall conform to ASTM C33 specifications for fine concrete

aggregate.

US Standard Sieve Size	Percent Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	5-30
No. 100	0-10
No. 200	0-2

- C. Filter Gravel(Gravel Bedding): Filter gravel shall conform to ASTM specifications for No. 57 or 67 coarse aggregate.

US Standard Sieve Size	Percent Passing	
	No. 57	No.67
1.5"	100	
1"	95-100	100
3/4"		90-100
1/2"	25-60	-
3/8"		20-55
No. 4	0-10	0-10
No. 8	0-5	0-5

2.2 SOURCE QUALITY CONTROL

- A. Gradation Analysis:
1. The ENGINEER may perform to verify submitted material.
 2. Perform as necessary to locate acceptable sources of imported material.
 3. During the production of imported material, the performance of testing will be dependent upon the consistency of material sources.

PART 3 EXECUTION

3.1 GENERAL

- A. Keep placement surfaces free of water, debris, and foreign material during the placement and compaction of fill and backfill materials.
- B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, unless specified otherwise. Place and spread fill and backfill materials in a manner that avoids segregation and compact each lift to specified densities prior to placing succeeding lifts.
- C. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.
- D. Foundation and Cut Slope Preparation:
 1. Excavated cut slopes and soil foundations to receive fill or backfill shall be prepared by scarifying 6 inches (minimum), moisture conditioning, and compaction.
 2. Rock foundations to receive fill or backfill shall be clear of loose debris and rock prior to placement of any fill or backfill materials.
 3. Cut slopes and foundations shall be firm and unyielding prior to placement of fill or backfill materials.
 4. ENGINEER and SEO PERSONNEL shall inspect and approve excavated cut slopes and foundations prior to placement of any fill materials.

5. ENGINEER shall map any unsuitable foundation material encountered during the project on the as-built Drawings.
- E. Tolerances:
 1. Final Lines and Grades: Within a tolerance of +/-0.10-foot unless dimensions or grades are shown or specified otherwise.
 2. Grade to establish and maintain slopes and drainage as shown.
 3. Reverse slopes are not permitted.
- F. Moisture Control and Conditioning:
 1. During compacting operations, maintain the optimum practicable moisture content required for compaction purposes in each lift of fill.
 2. At the time of compaction, the water content of material shall be at the specified optimum moisture content.
 3. Do not attempt to compact fill materials that contains excessive moisture.
 4. Remove or rework material that becomes too wet.
 5. Aerate material by blading, disking, harrowing, or other methods to promote the drying process.
 6. Placement surfaces shall be moisture conditioned prior to the placement of embankment fill or backfill.
- G. No frozen fill shall be used during backfill operations and backfill shall not occur on frozen surfaces.
- H. Fill placement shall be stopped temporarily during unsuitable weather conditions as directed by the engineer.
- I. Correct the settlement of fill and backfill material and damage to structures, pavement, curbs, slabs, piping, and other facilities that results from Work.

3.2 EMBANKMENT FILL

- A. General:
 1. Excavation area shall be cleared of all vegetation prior to stockpiling material for embankment fill. Cleared vegetation shall not be used during backfill placement.
 2. Prepare placement areas by scarifying 6 inches (minimum) into placement surfaces, moisture conditioning, and compaction of sub-grade material. Placement surfaces shall be firm and unyielding prior to placing any embankment fill materials.
 3. Embankment fill shall be placed in 9-inch loose lifts or less.
 4. Lifts shall be placed longitudinally, parallel to the centerline of the dam. Except for fill placed within the encasement zone which shall be placed parallel to the encasement alignment. Placement of fill perpendicular to the dam crest may be allowed in local areas along structures.
 5. Provide blades, discs, or other supplementary equipment as necessary to blend non-uniform fill materials and for scarifications of completed courses.
 6. The moisture content of placed embankment fill at the time of compaction shall be within +/- 2% of optimum according to ASTM D6938 and ASTM D698.
 7. Compact each lift to a minimum of 95% maximum dry density in accordance with ASTM D6938 and ASTM D698.
 8. When tying into existing surface or slopes, each lift shall be tied into the side(s) of the adjacent existing surface by cutting compaction equipment into the surface a sufficient distance to thoroughly mix and blend the new material with the existing embankment except in case of the drain backfill materials.
 9. The surface of completed course shall be scarified at least 6 inches prior to placing succeeding lifts.
- B. Embankment fill placed as structure or pipe backfill:
 1. Concrete structures shall not be backfilled until they have achieved 80% of the design strength as specified in SECTION 03 30 00.

2. Fill within 2 feet of structures shall be placed using 9-inch thick loose lifts or less.
3. Fill within pipe backfill zone shall be placed using 6-inch thick loose lifts of less with no rocks greater than 1 inch diameter per DRAWINGS.
4. Fill within pipe haunches shall be hand placed and hand tamped to ensure complete contact with between native backfill material and pipe.
5. Each lift within 2 feet of structures or within pipe backfill zone shall be compacted with hand-operated or a walk behind vibrator plate compactor to achieve 95% maximum dry density according to ASTM D6938 and ASTM D698.

3.3 FILTER SAND

- A. Filter sand shall be placed in 9-inch loose lifts or less.
- B. Filter sand surface shall be maintained at least 9 inches above adjacent backfill at all times to avoid mixing of materials.
- C. Prior to compaction, filter sand shall be thoroughly wetted to a saturated condition.
- D. Compact filter material lifts with 3 passes of a hand-operated or a walk behind vibrator plate compactor.

3.4 FILTER GRAVEL

- A. Filter gravel shall be placed in 9-inch loose lifts or less.
- B. Shall be placed using methods that will avoid contamination with adjacent materials.

3.5 QUALITY ASSURANCE

- A. OWNER will perform field quality assurance tests of compacted fill as well as laboratory proctor tests, gradation analysis, and Atterberg limits tests of stockpiled materials.
- B. OWNER will perform water content and compaction density testing during fill placement. The initial testing frequency shall be a minimum of one (1) test per lift. Testing frequency may be relaxed after 5 consecutive passing tests at the discretion of the ENGINEER.
- C. CONTRACTOR shall coordinate with the OWNER to perform water content testing and field density testing. CONTRACTOR shall provide ENGINEER and OWNER a minimum of 24 hours' notice prior to needing any testing.
- D. Materials not meeting the required specifications shall be reworked at the CONTRACTORS sole expense until the specifications are met.
- E. CONTRACTOR shall pay for retesting due to failed tests.

END OF SECTION

SECTION 31 37 00

RIPRAP AND RIPRAP BEDDING

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Riprap placement and material
- B. Riprap bedding placement and material

1.2 RELATED SECTIONS

- A. SECTION 31 23 16 – EXCAVATION
- B. SECTION 31 23 19 – DEWATERING
- C. SECTION 31 23 23 – FILL AND BACKFILL

1.3 SUBMITTALS

- A. Gradation of proposed materials shall be submitted to ENGINEER for review and approval prior to importing materials to the site.

PART 2 PRODUCTS

2.1 RIPRAP BEDDING

- A. Bed course material for slope protection, or riprap filter blanket, shall conform to AASHTO or ASTM specification for No. 57 or 67 aggregate.

US Standard Sieve Size	Percent Passing	
	No. 57	No.67
1.5"	100	
1"	95-100	100
3/4"		90-100
1/2"	25-60	-
3/8"		20-55
No. 4	0-10	0-10
No. 8	0-5	0-5

2.2 RIPRAP

- A. Imported riprap gradation shall conform to the table below:

Riprap Designation	% Smaller Than Given Size By Weight	Intermediate Rock Dimension (inches)	d ₅₀ * (inches)
Type VL	70 - 100	12	6**
	50 - 70	9	
	35 - 50	6	
	2 - 10	2	
Type L	70 - 100	15	9**
	50 - 70	12	
	35 - 50	9	
	2 - 10	3	
Type M	70 - 100	21	12**
	50 - 70	18	
	35 - 50	12	
	2 - 10	4	
Type H	70 - 100	30	18
	50 - 70	24	
	35 - 50	18	
	2 - 10	6	
Type VH	70 - 100	41	24
	50 - 70	33	
	35 - 50	24	
	2 - 10	9	

- B. Specific gravity of riprap shall be 2.5 or greater when tested in accordance with AASHTO T85.
- C. Percentage loss of riprap shall not exceed 50% when tested in accordance with AASHTO T96.

PART 3 EXECUTION

3.1 GENERAL

- A. Stockpile rocks encountered during excavation that are suitable for use as riprap until the material is needed.
- B. No riprap bedding or riprap shall be placed until the subgrade has been prepared, dewatered, and properly compacted, or otherwise prepared in accordance with the provisions of the SPECIFICATIONS and as specified on the DRAWINGS.
- C. Subgrade Materials:
1. The subgrade materials shall be stable with little or no fines and no rocks greater than 6 inches in diameter.
 2. If unsuitable materials are encountered, they shall be removed and replaced with

Native Fill as specified in SECTION 31 23 23 Fill and Backfill.

3.2 PLACEMENT OF RIPRAP BEDDING

- A. Riprap bedding shall be placed uniformly to the grades and thickness as shown in the DRAWINGS. Care shall be taken to keep the bedding thickness uniform. Excessive rutting of the finished bedding surface shall be avoided.
- B. Contamination:
 - 1. In-place bedding materials shall not be contaminated with soils, debris or vegetation before the riprap is placed.
 - 2. If contaminated, the bedding material shall be removed and replaced at CONTRACTOR's expense.

3.3 PLACEMENT OF RIPRAP

- A. Riprap shall be placed in such a manner so as not to cause a segregation of particle sizes. Placing in layers or by dumping into chutes or similar methods that may cause segregation are prohibited.
- B. Whenever practicable, riprap shall be placed in a bottom-up fashion to better mitigate disturbance to the underlying bedding layer.
- C. The riprap shall be placed, in one preparation, to the line, grade, and thickness as shown in the in the DRAWINGS, without undue displacement of the granular filter bedding underneath.

END OF SECTION

SITE RECLAMATION**GENERAL****1.1 SUMMARY**

- A. All areas disturbed by the CONTRACTOR's operation such as, but not necessarily limited to, earthwork, construction or construction traffic, temporary bypass channels, or the storage of equipment or materials, shall be restored to existing condition or as specified.
- B. Top 6 inches of soil removed following clearing and grubbing shall be stockpiled and reused to facilitate suitable revegetation (referred to as topsoil herein).
- C. CONTRACTOR is responsible for procuring any required permits through all pertinent entities.

1.2 DEFINITIONS

- A. Warranty Period: A period of 1 year after all planting under this section is completed.
- B. Satisfactory Stand: A minimum 70% aerial plant coverage. Aerial plant cover shall be measured using the point Intercept Method Procedure.
- C. Replacement Area:
 - 1. Areas disturbed by activities of the CONTRACTOR

1.3 SUBMITTALS

- A. Quality Control Submittals
 - 1. Seed Mix:
 - a. Certification of seed analysis, germination rate, and inoculation
 - b. Mixtures: Percentages of each kind of seed.
 - c. Proposed Application rate
 - d. Certified seed tags shall be submitted to the ENGINEER a minimum of 10 days prior to seeding operations.
 - 2. Mulch
 - a. Proposed mulch material to be used on flatter slopes
 - 3. Erosion Control Blankets for slopes steeper than 3H:1V
 - a. Manufacturers cut sheets for proposed products including installation recommendations.

1.4 DELIVERY, STORAGE, AND PROTECTION

- A. Seed
 - 1. Furnish in standard containers with seed name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.
 - 2. Keep dry during storage.

1.5 WEATHER RESTRICTIONS

- A. Perform work under favorable weather and soil moisture conditions as determined by acceptable local practice.

1. Soil shall not be frozen or wet
- 1.6 SEQUENCING AND SCHEDULING
 - A. Complete Work under this section within 10 days following completion of soil preparation.
 - B. Notify ENGINEER at least 3 days in advance of:
 1. Each material delivery.
 2. Start of seeding activity.
 - C. Installation seasons
 1. Native Seed: Between October 1 and April 30
- 1.7 MAINTENANCE SERVICE
 - A. Seed
 1. CONTRACTOR: Perform maintenance operations during warranty period to include:
 - a. Washouts: Repair by filling with amended topsoil, fertilizing, seeding, and mulching as required during one-year warranty period.
 - b. Mulch: Replace as required until satisfactory stand of grass is established.
 2. Reseed unsatisfactory areas or portions thereof identified by the ENGINEER during the next installation season following the initial seeding operation.

PRODUCTS

- 1.1 NATIVE SEED MIX
 - A. Areas disturbed by the earthwork shall be permanently revegetated with native grasses, unless otherwise directed by ENGINEER.
 - B. Native seed mix for this project shall contain seed native grasses and be suitable for the project elevation of 9,900 feet and an annual precipitation of 18-25 inches.
 1. Approved Mix – High Elevation Native Mix, produced by Southwest Seed Inc. Dolores, CO or Engineer Approved Equal
 - C. Keep dry during storage.
 - D. Grass seed shall be of the latest crop available. Seed shall meet Colorado Department of Agriculture Seed Laws, Chapter 35, Article 27.
 - E. The seeding mixture shall be applied at a pure live seed (PLS) rate per acre per suppliers recommendations.
 - F. Compensate for percentage of purity and germination by furnishing sufficient additional seed to equal the specified pure live seed product. The formula for determining the quantity of pure live seed (PLS) shall be:

$$\frac{\text{Purity (\%)} \times \text{Germination (\%)}}{100} = \% \text{ PLS}$$

$$\frac{100}{\% \text{ PLS}} = \text{Total pounds of seed needed per pound of Native Seed Mix specified in order to achieve necessary PLS}$$

- G. Present to the ENGINEER a certificate of the PLS test of the grass seed which is intended for use. All grass seed furnished shall be delivered in sealed bags showing seed name, vendor's name, lot number, net weight, percentages of purity, germination, and hard seed and maximum weed seed content, clearly marked for each container of seed.

1.2 TOPSOIL

- A. Stockpile topsoil removed during grading
- B. Protect topsoil from erosion, and reapply when preparing seedbed
- C. Surface should be free of rills and gullies
- D. Topsoil shall be select earth material of loose friable loam reasonably free of admixtures of subsoil, refuse stumps, roots, rocks, brush, weeds or other material which can be detrimental to the proper development of ground cover.

EXECUTION

1.1 GENERAL

- A. The pattern for seeding and mulching shall be as detailed on the plans or as required by field conditions to provide a uniform stand of grass acceptable to the OWNER. In no case shall revegetation occur within 30 days of the application of a chemical weed control substance.

1.2 SOIL AND SUBGRADE PREPARATION

- A. This work shall consist of preparing the soil for seeding. Preparation of the soil shall include harrowing and scarifying to a depth of 6 inches by mechanical and hand methods in order to establish a uniform and acceptable seed bed surface. Areas that have been eroded or rutted to a degree will require the placement of topsoil, graded and compacted to a uniform and acceptable seed bed surface.
- B. Topsoil will be uniformly placed and spread on areas prior to seeding. The minimum thickness shall be to 6 inches above the surrounding finished grade. The topsoil shall be keyed to the underlying and surrounding material by the use of harrows, rollers or other equipment suitable for the purpose.
- C. Water shall be applied for compaction purposes to the topsoil in a fine spray by nozzles in such a manner that it will not wash or erode the newly placed soil.
- D. Care shall be exercised during the soil preparation on all embankments so as not to disturb established ground cover. Areas disturbed during the soil preparation will be seeded and mulched at the discretion of the ENGINEER in accordance with these documents.
- E. Limit preparation to areas which will receive placements within 2 days after subgrade preparation.
- F. No special payment for soil preparation or corrective work will be made.

1.3 SEEDING

- A. General
 - 1. All seeding shall be drilled wherever possible. Seeding shall not be undertaken in adverse weather and unsuitable ground conditions. Examples of these respective conditions may be wind, precipitation, frozen or untillable ground or conditions detrimental to the effectiveness of the application.

2. Certified seed tags shall be submitted to the ENGINEER a minimum of 10 days prior to seeding operations.
 3. All native grasses shall be planted with a minimum of 6 inches of topsoil, followed by mulch.
 4. Protect seeded areas from construction equipment and vehicle access.
- B. Drilling
1. Seeding application: Drill seed $\frac{1}{4}$ " to $\frac{1}{2}$ " into topsoil.
- C. Hand Seeding (as approved by the ENGINEER for areas inaccessible for drilling)
1. In certain areas where access is limited, seeding may be accomplished by hand broadcasting seed over the area. Special care shall be taken to assure the proper seeding rate is used on these areas. After broadcasting of the seed has been accomplished, the seed shall be raked into the soil to a depth of $\frac{1}{4}$ " to $\frac{3}{4}$ " to and rolled.
 2. Application rate shall be doubled for Hand Seeding areas.
- 1.4 GUARANTEE
- A. All plant material and work accomplished under this Section shall be guaranteed to provide a stand of grass acceptable to the OWNER at the end of warranty period.
- B. Upon written notice from the CONTRACTOR, ENGINEER will, within 15 days of receipt, determine if a satisfactory stand of grass has been established.
- C. Re-Seeding
1. Areas that require re-seeding and re-mulching will be designated by the ENGINEER at least 15 days prior to the end of the guarantee period. Re-seeding and re-mulching shall be with the seed and rates specified herein before for seeding and shall be accomplished in a manner that will cause a minimum of disturbance to the existing stand of grass.
- D. Areas to be Seeded
1. All areas that have been damaged or disturbed by the CONTRACTOR's operation shall be reseeded according to these Specifications and as indicated on Drawings, and per ENGINEER direction.
- 1.5 MAINTENANCE
- A. Reseeding
1. Reseed as needed until a successful stand of grass is established under the warranty obligations, to extend for one-year post-commissioning.

END OF SECTION

SECTION 33 05 13

PRECAST STRUCTURES

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section describes the work, materials, and equipment needed to construct concrete structures and appurtenances.

1.2 SUBMITTALS

- A. Shop Drawings:
 - 1. Drawing showing dimensions, location identification, lifting inserts, reinforcement, pipe inserts, and joints.
- B. Quality Control Submittals:
 - 1. Precast Manufacturer's quality control procedures established in accordance with NPCA Quality Control Manual for Precast Concrete Plants or verification of current NPCA Plant Certification.
 - 2. Results of quality control tests performed in accordance with SPECIFICATION 03 30 00 CONCRETE SECTION 3.9 FIELD QUALITY CONTROL.

1.3 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
 - 1. C 913 - Standard Specification for Precast Concrete Water and Wastewater Structures
- B. National Precast Concrete Association
 - 1. NPCA Quality Control Manual for Precast Concrete Plants

1.4 RELATED SECTIONS

- A. SECTION 31 23 16 - EXCAVATION
- B. SECTION 31 23 34 - TRENCH AND STRUCTURE BACKFILL

PART 2 PRODUCTS

2.1 STRUCTURES

- A. Precast structures shall be manufactured in conformance with NPCA Quality Control Manual for Precast Concrete Plants unless specified otherwise.
- B. Concrete mix design shall meet or exceed the requirements of SECTION 03 30 00.

PART 3 EXECUTION

3.1 STRUCTURE INSTALLATION

- A. Transport, handle, and store precast concrete in accordance with the manufacturer's requirements and recommendations in a manner to minimize damage. Use lifting devices where provided in the precast sections. Follow the manufacturer's recommendations for lifting procedures when lifting devices are not provided.
- B. Flared End Section shall be inserted over PVC pipe. As depicted on the plans an internal pipe seal shall be installed between the pipe and flared end section.
- C. Excavation and Backfill precast structures shall conform to SECTIONS 31 23 16 and 31 23 34.
- D. Assemble and place buried precast concrete structures in properly excavated and compacted soil foundations. Protect all work against flooding and flotation. Set precast concrete structures to grade and oriented to provide the required dimensions and clearances from pipes and other structures.

- E. The invert shall provide a smooth transition between channels. No sharp edges or rough sections which will tend to obstruct the flow will be permitted.

END OF SECTION

SECTION 33 11 00

PIPING - GENERAL

PART 1 GENERAL

1.1 SUMMARY

- A. General
 - 1. This Section includes general requirements for piping and shall supplement the material specification for the type of pipe specified.
 - 2. In case of any conflict between AWWA, ASTM, AASHTO, ANSI, PPI, Uni-Bell, or NRCS Standards or other references and the Specifications and drawings, the Specifications and drawings shall govern.
- B. Provide, install, and test pipe and fittings, complete as shown on the Drawings and as specified herein.
- C. Related Sections:
 - 1. SECTION 31 23 16 – EXCAVATION
 - 2. SECTION 31 23 33 – FILL AND BACKFILL

1.2 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. AWWA M55 Manual of Water Supply Practices, PE Pipe–Design and Installation
- B. Plastics Pipe Institute, PPI
 - 1. PPI Handbook of Polyethylene Pipe – 2009 (2nd Edition)
 - 2. PPI TN-42 Recommended Minimum Training Guidelines for PE Pipe Butt Fusion Joining Operators for Municipal and Industrial Projects (2009)
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM D2241 – Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)
 - 2. ASTM D2467 – Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
 - 3. ASTM D1784 – Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds
 - 4. ASTM D1785 – Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40,80, and 120

1.3 DEFINITIONS

- A. Deflection: Decrease in the vertical diameter of a pipe as a result of backfill and loading. Deflection is measured as the change in vertical diameter divided by the nominal pipe diameter, expressed as a percentage.
- B. Initial Deflection: Deflection occurring on the day the backfilling over the pipe, as shown in the Construction Drawings, is complete
- C. Joint Deflection: Deflection occurring at pipe joints in order to obtain horizontal alignment curvature or vertical profile curvature, expressed in degrees.

1.4 PIPE DESIGN CRITERIA

- A. General:
 - 1. Drawings: Shall mean the Contract Drawings issued for the Project.
 - 2. The pipe, fittings, and specials shall be designed and manufactured to meet the strength requirements given and to conform when laid with line and grades including outlets, connections, test bulkheads, and appurtenances as shown on the Drawings.
 - 3. The pipe shall be furnished to the sizes, dimensions, and pressure classification required and shall be installed in such places as shown on the Drawings or as designated by the ENGINEER, in accordance with these specifications and in conformity with the lines and grades given.

1.5 SUBMITTALS

- A. Certified Manufacturer Technical Specification Sheets of Pipe Materials:
 - 1. Furnish certified technical specifications sheets from manufacturer of any proposed piping

materials

B. Certified Drawings of Appurtenances:

1. Furnish certified dimensional Drawings of all valves, fittings, and appurtenances.

1.6 QUALITY CONTROL SUBMITTALS

- A. Repair methods for sections of pipe that fail testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Pipe sections and fittings shall be transported and handled with care in accordance with the manufacturer's recommendations.
- B. Support stockpiled pipe on sand or earth berms free of rock exceeding 3 inches in diameter. Secure pipe to prevent rolling.
- C. Handle the plastic pipe in accordance with the PPI Handbook of Polyethylene Pipe (2nd Edition), Chapter 2 using approved strapping and equipment rated for the loads encountered. Do not use chains, wire rope, forklifts or other methods or equipment that may gouge or damage the pipe or endanger persons or property. Field storage is to be in compliance with AWWA Manual of Practice M55 Chapter 7.
- D. If any gouges, scrapes, or other damage to the plastic pipe results in loss of 10% of the pipe wall thickness, cut out that section or do not use.
- E. Check deflection of pipe and relocate struts, if any, or provide additional struts to keep the deflections within that specified in this Section and to maintain the pipe in a round condition.
- F. All joint gaskets shall be stored in a cool location out of direct sunlight

PART 2 PRODUCTS

2.1 PIPING

- A. Pressure-Rated Solvent Weld SDR Series Polyvinyl Chloride (PVC) Pipe
1. Pipe shall be furnished to the diameters, sizes, and dimensions shown in the Drawings.
 2. Pipe shall meet or exceed the SDR rating specified on the drawings
 3. Pipe shall conform to ASTM D2241.
 4. PVC compounds shall meet or exceed requirements of ASTM D1784 Cell Class 12454
 5. Pipe end finishes shall consist of one integral solvent weld compatible bell end and one plain end. If supplied pipe includes gasketed bell fittings the bells shall be removed and pipe shall be joined with solvent weld couplers.

2.2 FITTINGS AND SPECIALS

- A. Pressure-Rated Solvent Weld SDR Series Polyvinyl Chloride (PVC) Fittings
1. Fitting shall meet or exceed the SDR rating of the pipe for which it is used.
 2. PVC compounds shall meet or exceed requirements of ASTM D1784 Cell Class 12454
 3. Fitting end finishes shall consist of integral solvent weld compatible bell ends.
 4. Long radius elbow fittings shall be used for all elbow fittings shown in the Drawings.

2.3 ANCILLARY MATERIALS

- A. Solvent Weld Cement: As supplied by pipe manufacturer; no substitute or "or-equal" will be allowed.

2.4 PIPE AND FITTING IDENTIFICATION

- A. General
1. Pipe and fittings shall be marked in accordance with manufacturer's process and method.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General
1. Join pipe and fittings in accordance with manufacturer's instructions, unless otherwise shown or specified.
 2. Inspect pipe and fittings before installation, clean ends and remove foreign matter and dirt from inside with special attention to the joint area.
 3. Keep trench dry until pipe laying and joining are completed.

4. Pipe Base and Pipe Embedment: As specified in Drawings.
 5. Close and block open end of last laid pipe section when placement operations are not in progress and at close of day's work.
 6. Prevent damage to pipe when lowering pipe into place.
 7. Prevent uplift and floating of pipe prior to backfilling.
 8. Contractor is responsible for ensuring that the outlet pipe is adequately anchored in order to prevent movement during compaction. ENGINEER shall be present for initial compaction.
 9. Raising or Lowering Pipe: Where necessary to raise or lower the pipe, the ENGINEER may change the alignment and/or the grades by the deflection of joints, by the use of bevel adapters or by the use of additional fittings. The deflection of the joint shall not exceed the maximum deflection recommended by the pipe manufacturer. No joint shall be deflected any amount which, in the opinion of the ENGINEER, will be detrimental to its strength and water tightness.
- B. Polyvinyl Chloride Pipe (PVC)
1. Install per manufacturer's recommendations.
 2. Tolerances:
 - a. Vertical tolerance shall be 0.05 feet of grades shown on the Construction Drawings
 - b. Horizontal tolerance shall be 0.50 feet of lines shown on the Construction Drawings
 - c. Initial Deflection shall not exceed 5 percent
 - d. Joint deflection shall not exceed 1 degree
 3. Solvent welded joints
 - a. Store solvent cement indoors.
 - b. Prior to solvent welding, remove fittings and couplings from their cartons and expose them to the air for at least one hour to the same temperature conditions as the pipe.
 - c. Wipe away loose dirt and moisture from the ID and OD of the pipe end and the ID of the fitting before applying solvent cement. Do not apply solvent cement to wet surfaces.
 - d. Make up solvent welded joints per ASTM D 2855.
 - e. Allow at least 8 hours of drying time before moving solvent welded joints or subjecting the joints to any internal or external loads or pressures.

3.2 PIPE INSPECTION

- A. Video Inspection
1. CONTRACTOR shall perform a video inspection of all piping after 3 to 5 feet of fill has been placed on the pipe and again after backfill is complete.
 2. The video survey shall use a high-resolution color camera that displays lineal footage inspected on the video.
 3. All video inspection of piping shall be performed in the presence of the ENGINEER. The Contractor shall provide a minimum of 48-hours notice to the ENGINEER prior to performing pipe video inspections.
 4. CONTRACTOR shall be responsible for repairing any damaged portions of the piping system discovered during the video inspection.
 5. All videos shall be recorded and submitted to the OWNER,ENGINEER, and SEO.

3.3 CLEANING

- A. Clean in-place from inside by brushing and sweeping, then flush or blow line at low velocity.
- B. Remove accumulated debris through drains 2-inches and larger or by removing spools and valves from piping.

END OF SECTION

SECTION 35 20 16

CAST IRON SLIDE GATES

PART 1 GENERAL

1.01 SCOPE

- A. Provide cast iron slide gates as shown on the Drawings.

1.02 REFERENCES

- A. American Water Works Association
 - 1. C560-00: AWWA Standard for Cast-Iron Slide Gates

1.03 SUBMITTALS

- A. Manufacturer's catalog information, descriptive literature, Specifications, and identification of materials of construction.
- B. Shop drawings depicting gate, frame, stem, stem guide, oils seals, pedestal, operator, steel mounting plate and other associated items.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Frame - Minimum height, galvanized steel, flatback style for mounting to flat concrete/steel headwalls.
- B. Slide - Gate leaf shall be painted cast iron.
- C. Seating Face - Bronze
- D. Wedges - Painted cast iron
- E. Stems - Stainless steel.
- F. Oil filled stem guide – Galvanized Steel
- G. Steel Mounting Plate – ASTM A 36 Steel Plate with 2-part epoxy coating
- H. Stop Nut for Stem - Bronze

2.02 GATE ACTUATOR

- A. Provide one manual fabricated actuator per gate.
- B. Actuators shall be painted with a rust resistant coating

2.03 APPROVED PRODUCTS/SUPPLIER:

- A. Fresno Valves and Castings, Inc - Series 6400 Model 20-10C Slide Gate
- B. Waterman Valve, LLC - C-20 Canal Gate
- C. Engineer approved equal gate and supplier.

PART 3 EXECUTION

3.01 INSTALLATION

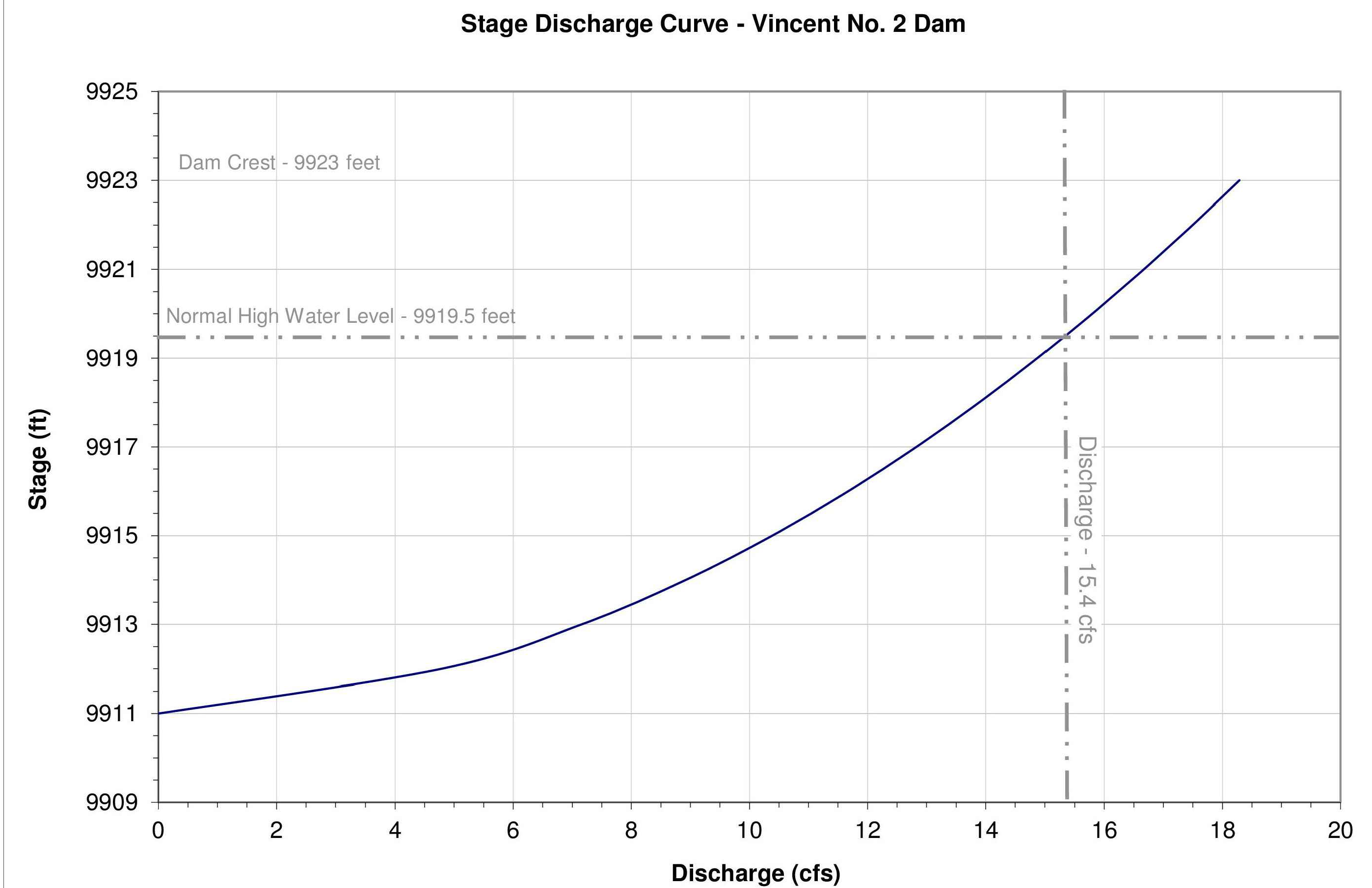
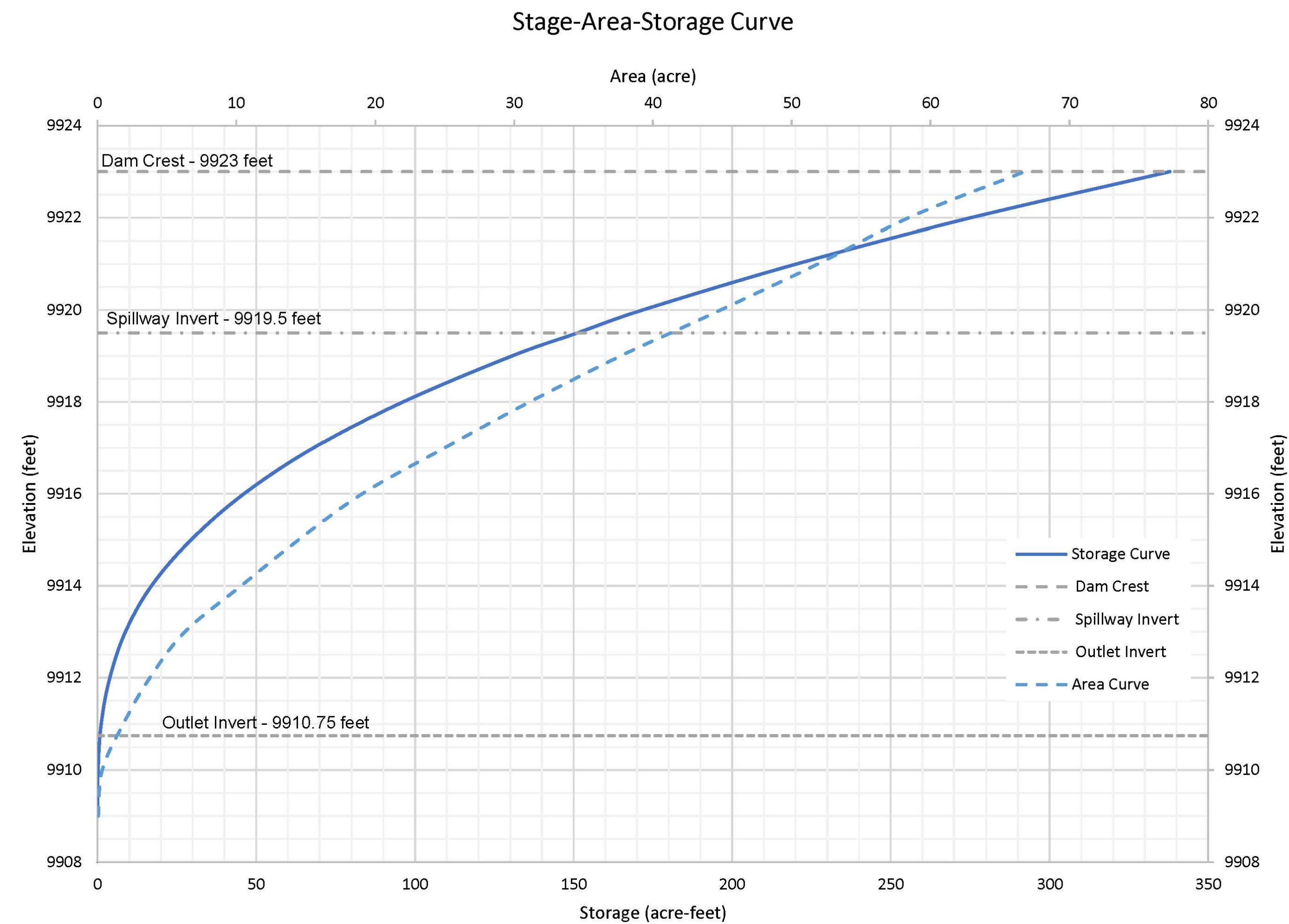
- A. Install in accordance with the manufacturer's written instructions.
- B. Fill oil stem before operating with a food grade oil.

35 20 16 - 1
CAST IRON SLIDE GATES

3.02 FIELD QUALITY CONTROL

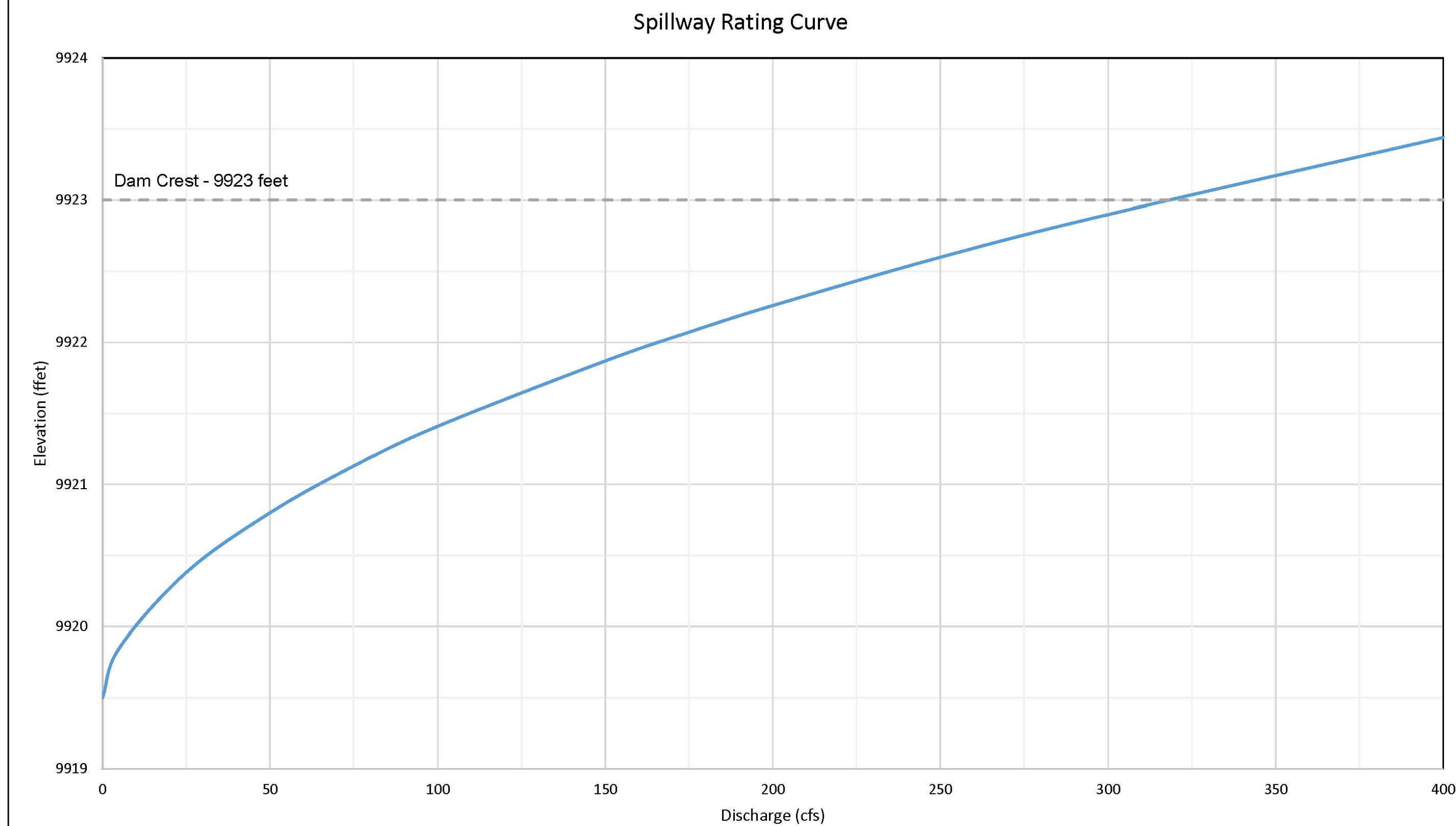
- A. Functional Tests: Operate each slide gate two complete open-close cycles.
- B. Wedges shall be adjusted according to manufacturer's written instructions.
- C. A bronze stop nut shall be installed on the stem and the set screw shall be tightened such that it prevents overtightening of the gate.

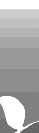
END OF SECTION



Elevation (ft)	Gage Reading (ft)	Area (acres)	Volume (ac-ft)	Spillway Discharge (cfs)	Outlet Discharge (cfs)	Description
9909	-	0.0	0.0			
9910	-	0.3	0.2			
9911	0	1.8	1.1		0.0	Outlet Gate Invert
9912	1	3.8	3.9		4.8	
9913	2	6.3	8.8		7.2	
9914	3	10.4	17.0		8.9	
9915	4	14.5	29.5		10.4	
9916	5	19.0	46.2		11.7	
9917	6	25.0	68.1		12.8	
9918	7	31.1	96.2		13.9	
9919	8	37.7	130.6		14.9	
9919.5	9	41.3	150.0	0.0	15.4	Normal High Water
9920	10	44.9	171.8	9.2	15.8	
9921	11	51.9	220.3	63.6	16.7	
9922	12	58.5	275.4	166.3	17.5	
9923	13	66.8	337.9	317.2	18.3	Dam Crest

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	GENERAL NOTES AND DOCUMENTATION
3	SURVEY CONTROL AND SITE ACCESS
4	SITEPLAN
5	DAM CENTERLINE PLAN AND PROFILE
6	CROSS-SECTIONS
7	DAM OUTLET PLAN AND PROFILE
8	SPILLWAY PLAN AND PROFILE
9	OUTLET DETAILS
10	OUTLET DETAILS



 **Applegate
Group, Inc.**

Water Resource Advisors for the West

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email: info@applegategroup.com

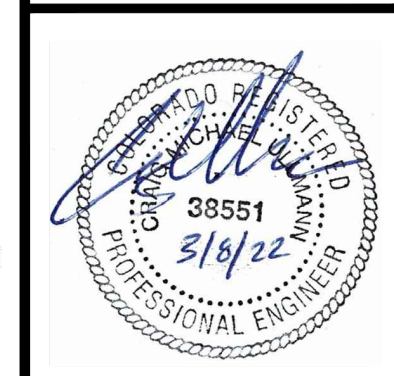
Website: www.applegategroup.com

**VINCIENT NO. 2 RESERVOIR
RECONSTRUCTION**

SNOWCAP COAL CO.

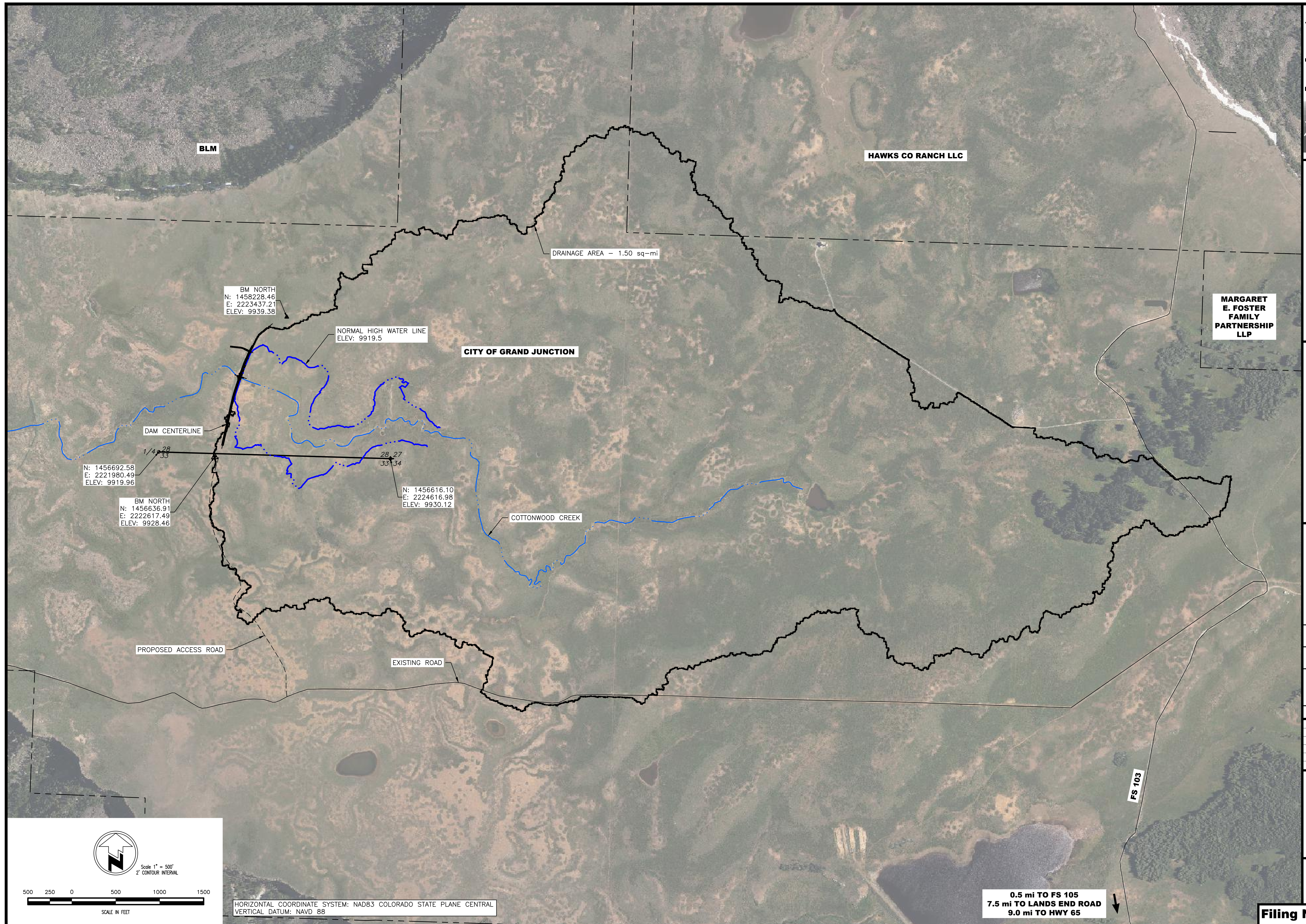
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Date:	Jan2022
Job No:	21-115
Drawn:	TH
Design:	TD/CU
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Scale:	AS SHOWN



Sheet: **2** of **10**

Filing No. C-2119



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VINCIENT NO. 2 RESERVOIR RECONSTRUCTION

SURVEY CONTROL AND SITE ACCESS

SNOWCAP COAL CO.

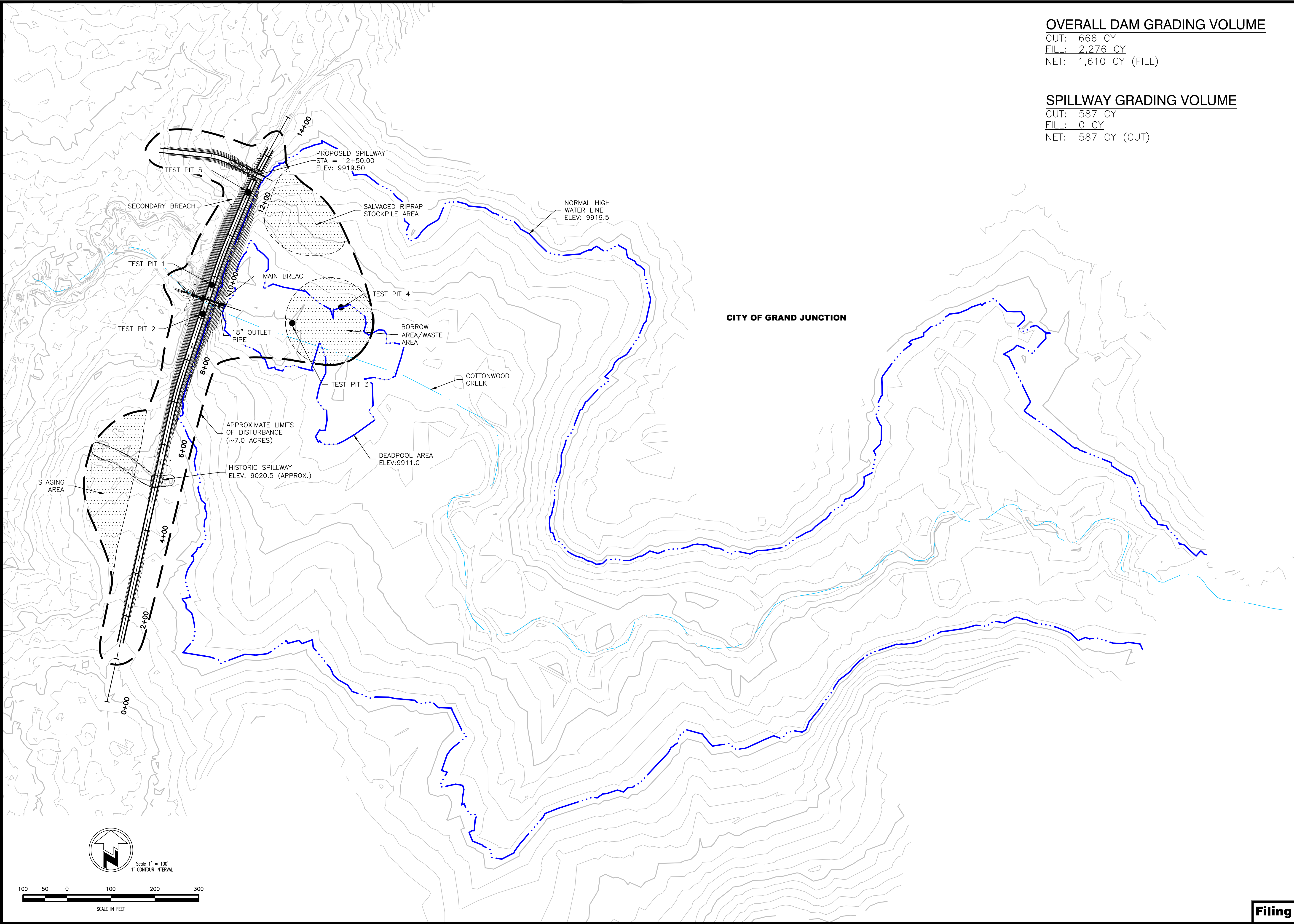
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Sheet: **3**
Of: **10**

Filing No. C-2119



OVERALL DAM GRADING VOLUME

CUT: 666 CY
FILL: 2,276 CY
NET: 1,610 CY (FILL)

SPILLWAY GRADING VOLUME

CUT: 587 CY
FILL: 0 CY
NET: 587 CY (CUT)



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VINCENT NO. 2 RESERVOIR
RECONSTRUCTION

SITEPLAN

SNOWCAP COAL CO.

REVISIONS			
NO	DATE	BY	CHK'D DESCRIPTION

Date: Jan2022

Job No: 21-115

Drawn: TH

Design: TD/CU

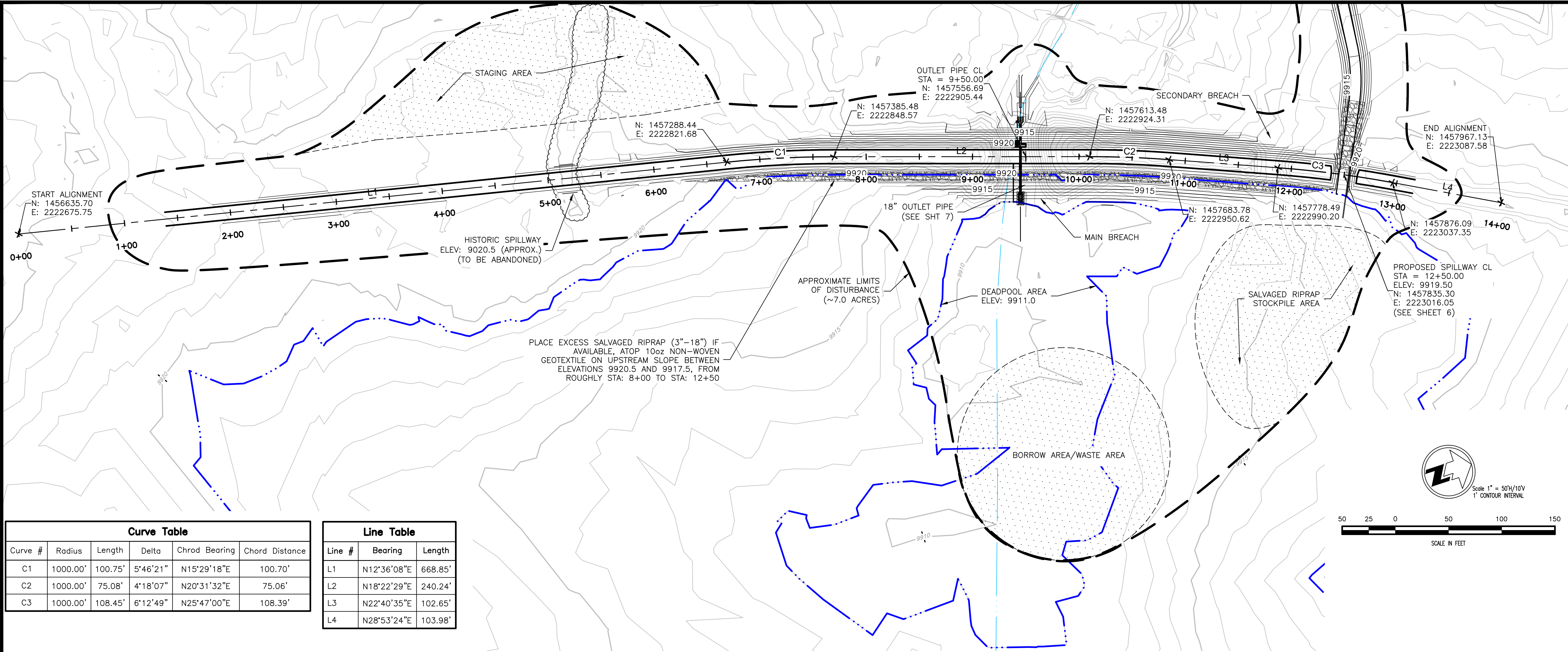
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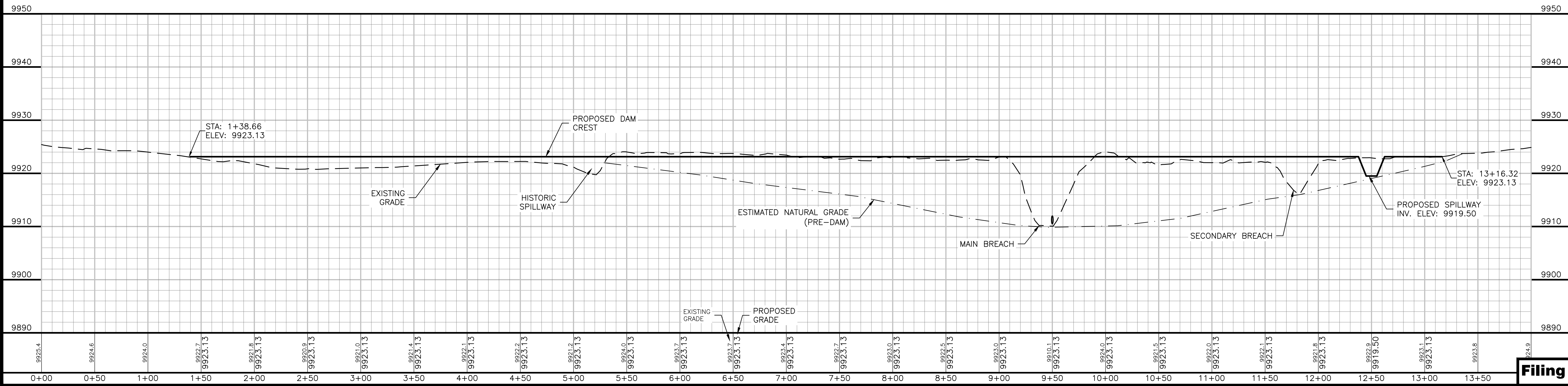
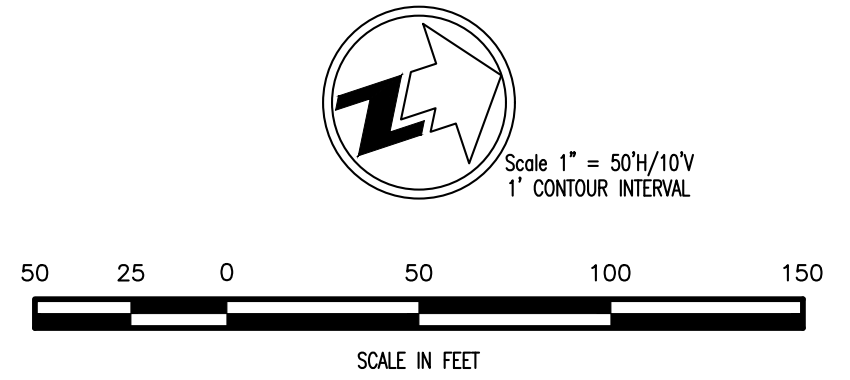
Sheet: **4** of **10**

Filing No. C-2119



Curve Table					
Curve #	Radius	Length	Delta	Chrod Bearing	Chord Distance
C1	1000.00'	100.75'	5°46'21"	N15°29'18"E	100.70'
C2	1000.00'	75.08'	4°18'07"	N20°31'32"E	75.06'
C3	1000.00'	108.45'	6°12'49"	N25°47'00"E	108.39'

Line Table		
Line #	Bearing	Length
L1	N12°36'08"E	668.85'
L2	N18°22'29"E	240.24'
L3	N22°40'35"E	102.65'
L4	N28°53'24"E	103.98'



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VINCENT NO. 2 RESERVOIR
RECONSTRUCTION

DAM CENTERLINE
PLAN AND PROFILE

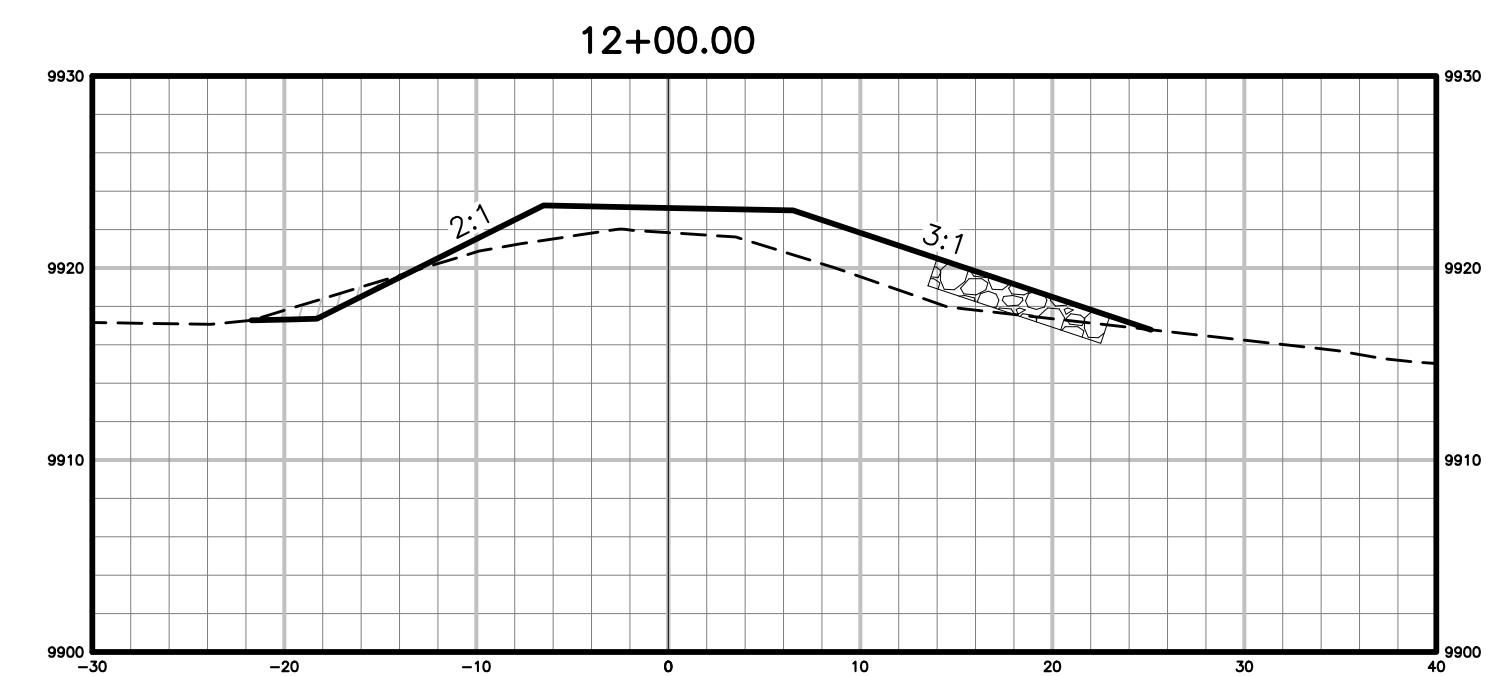
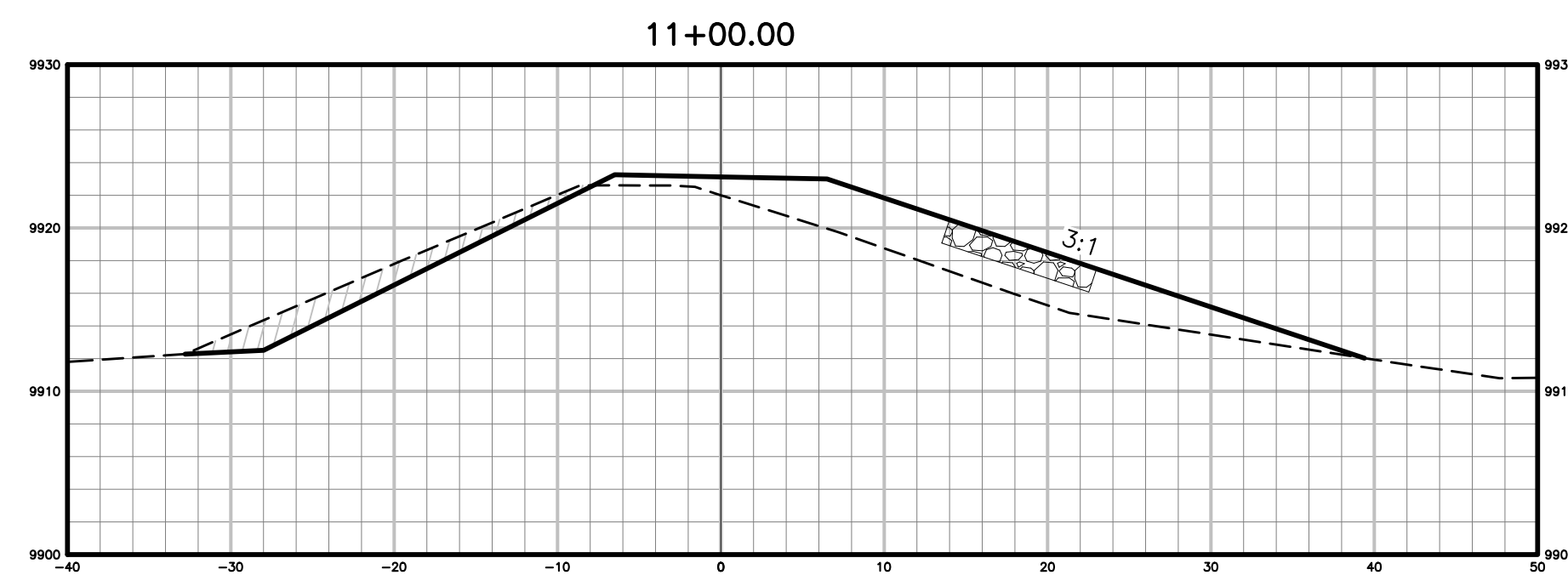
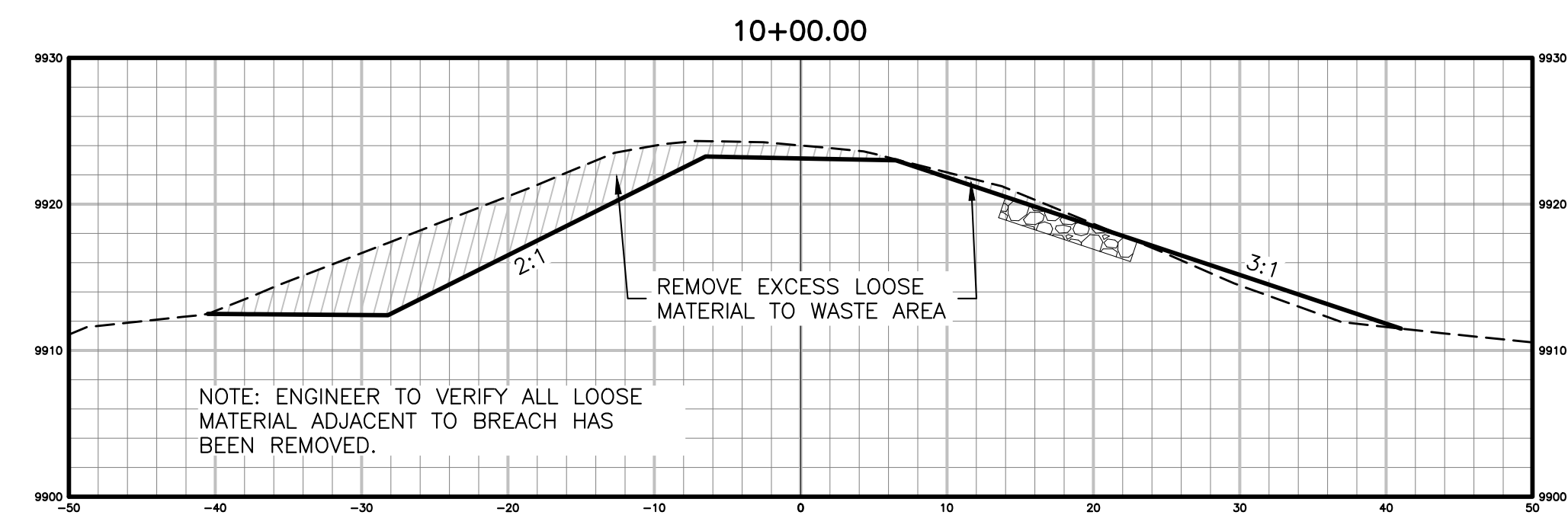
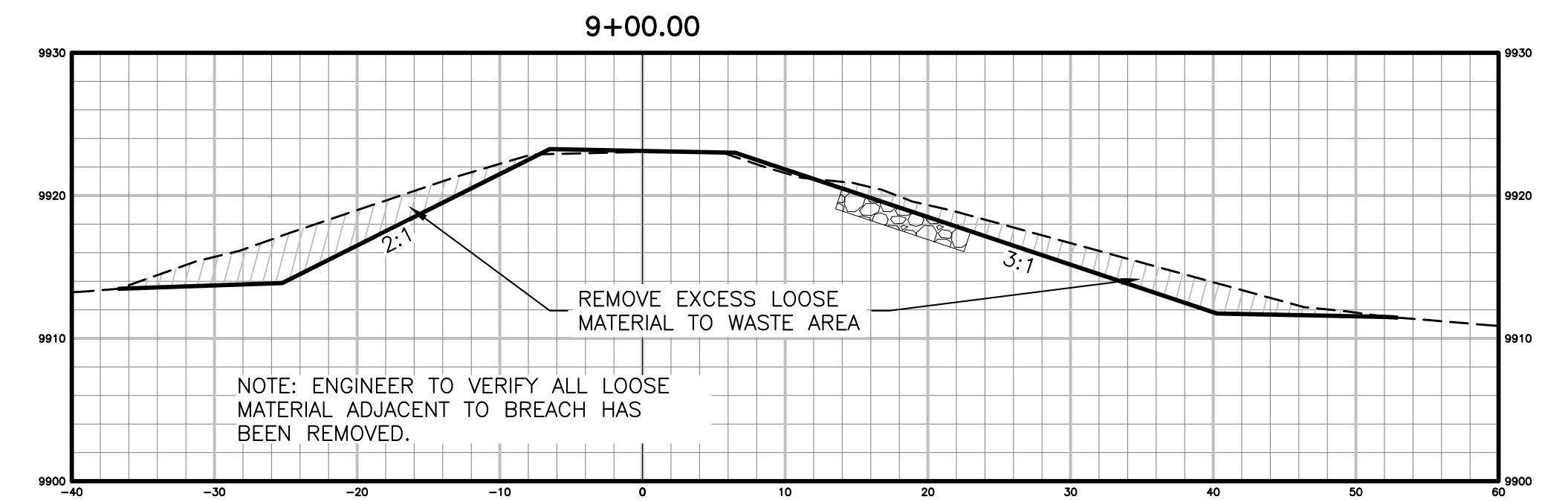
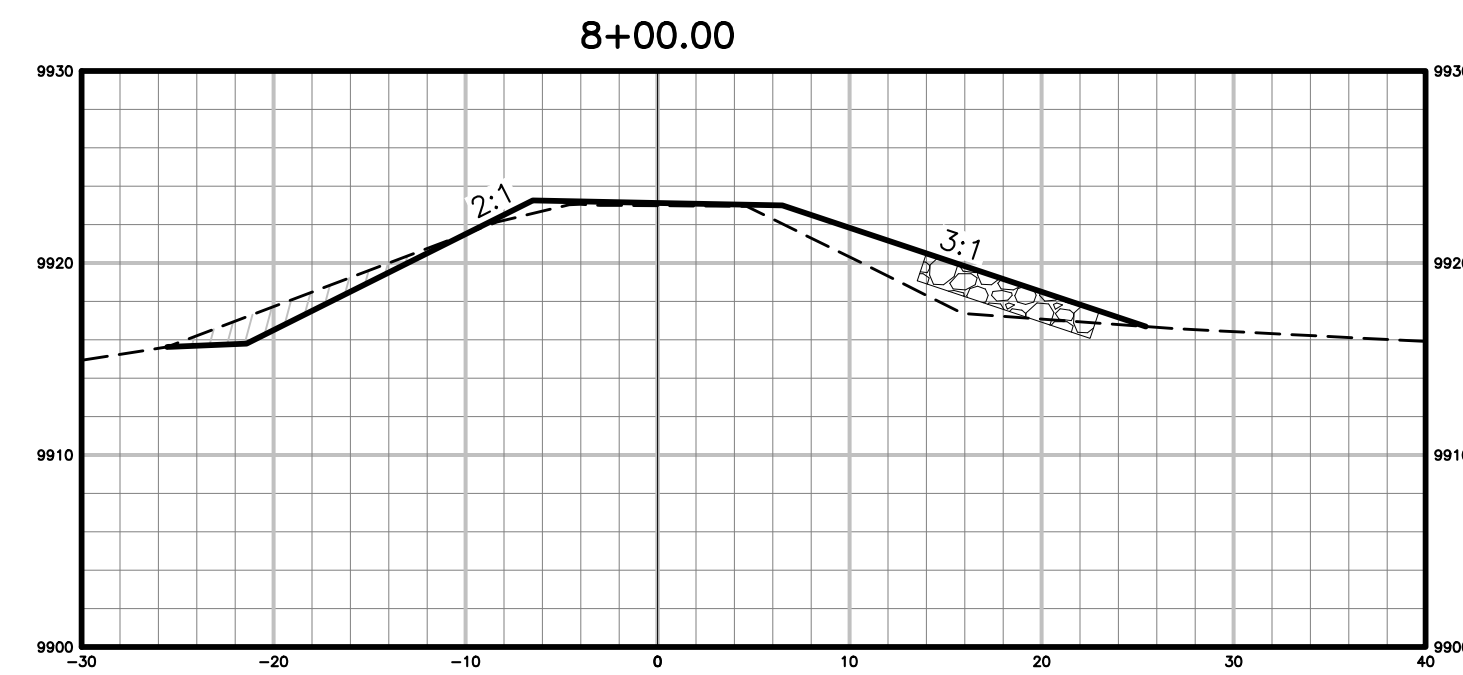
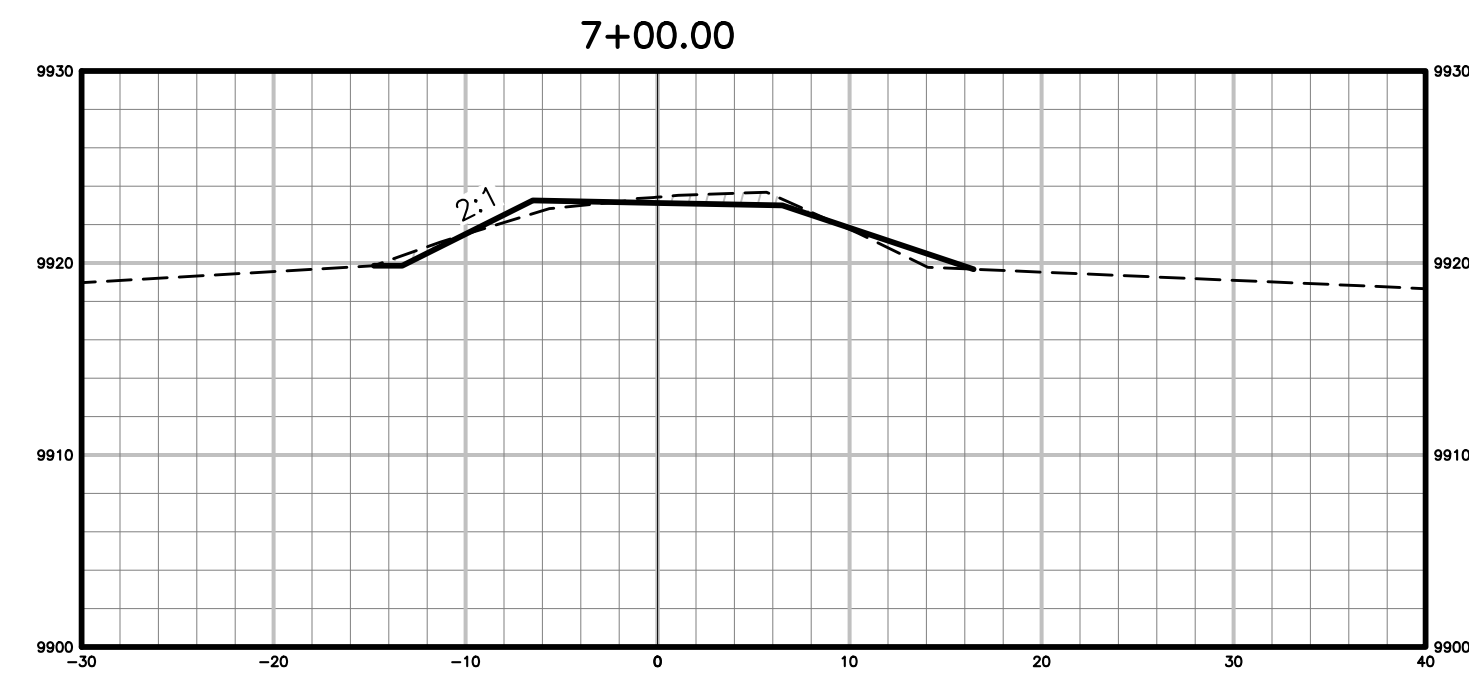
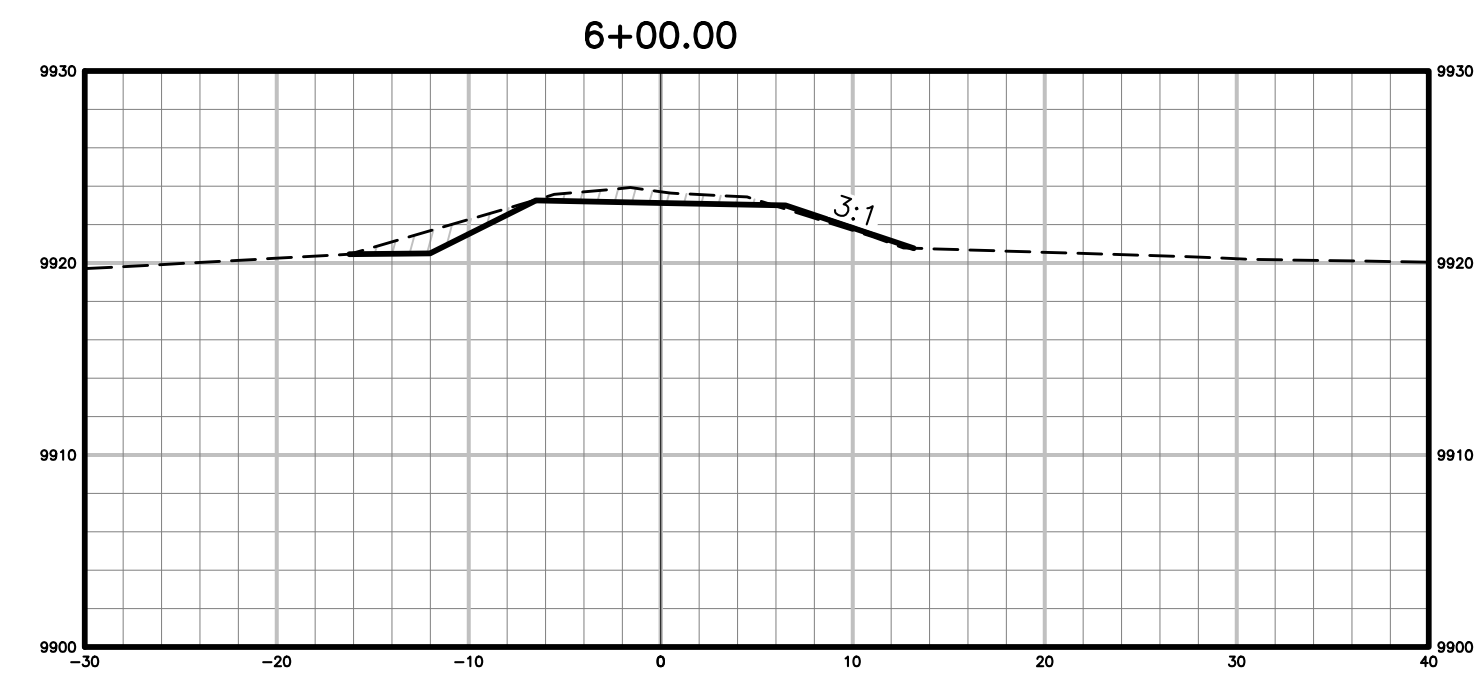
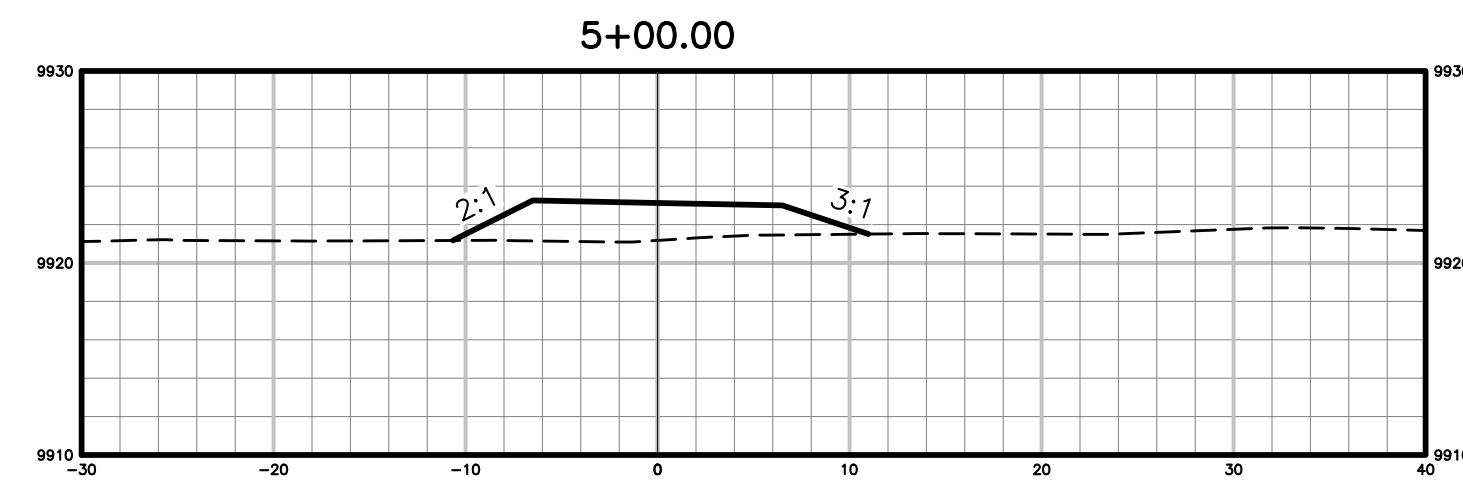
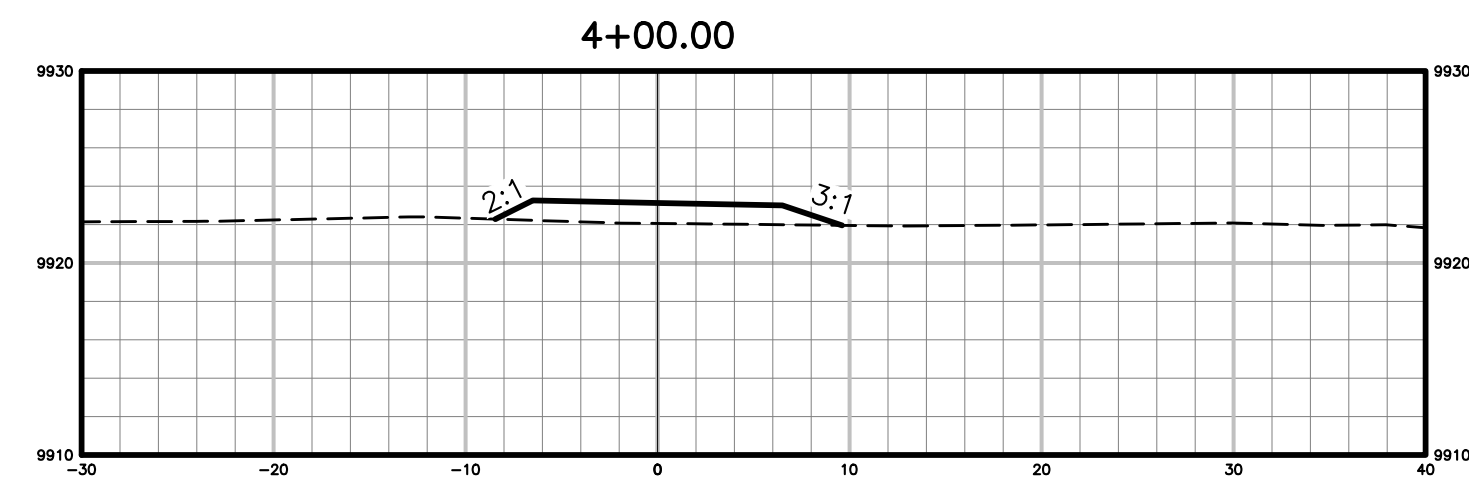
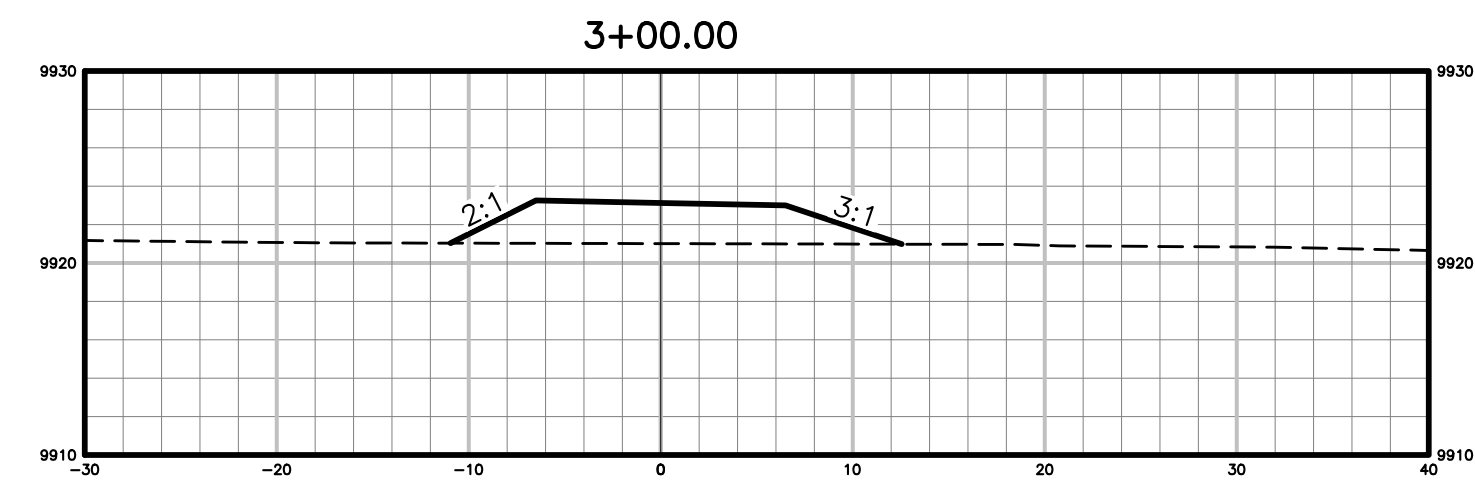
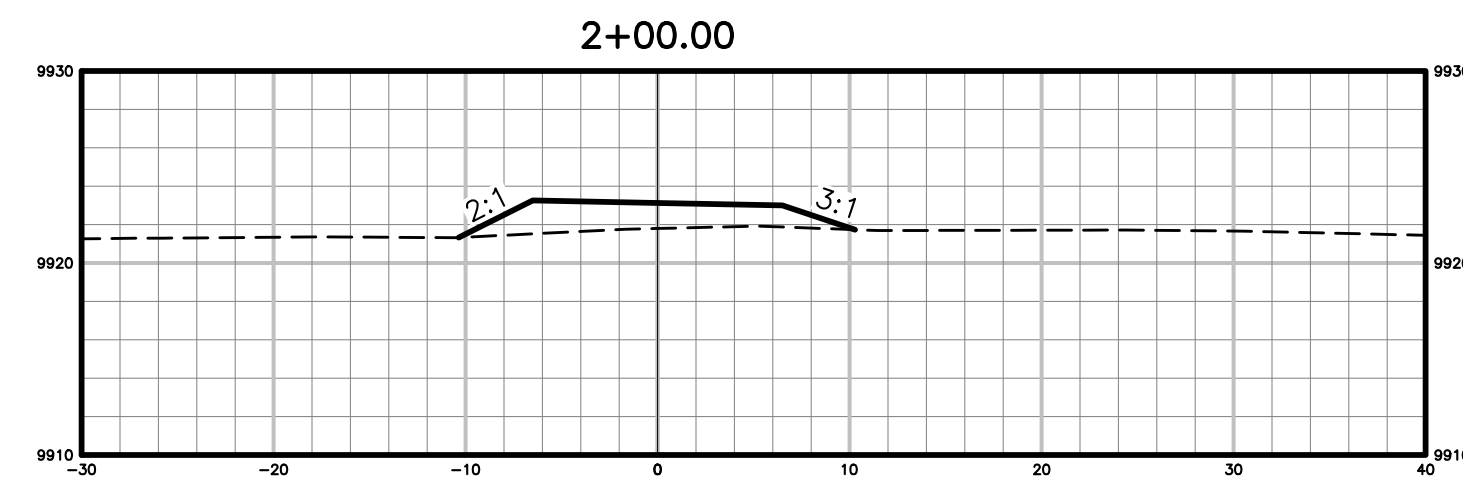
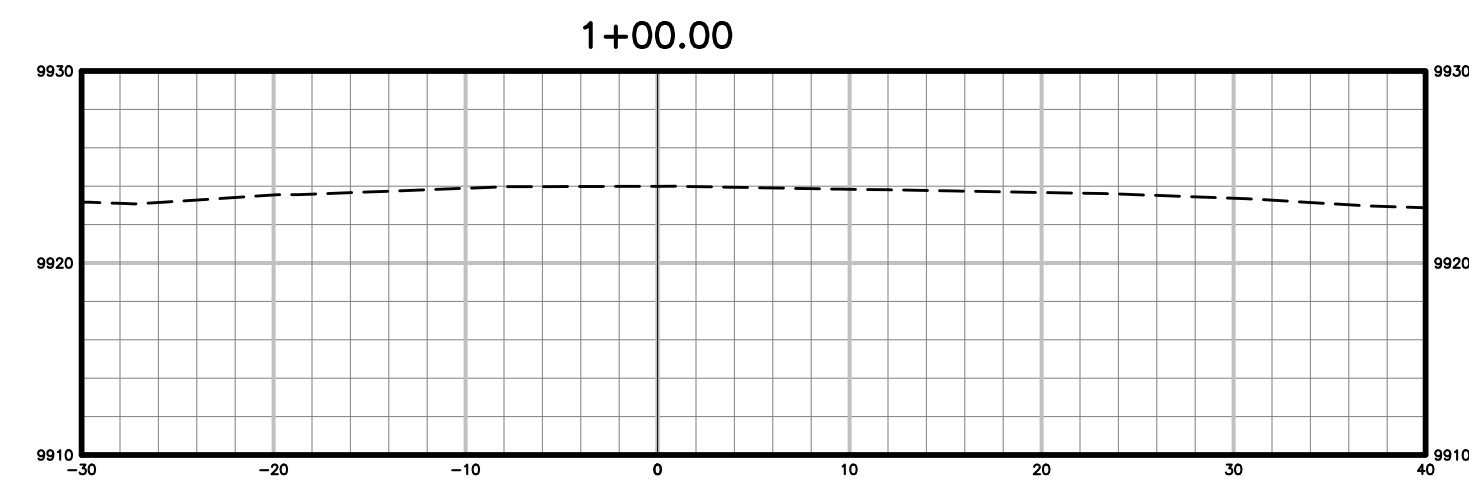
SNOWCAP COAL CO.

REVISIONS			
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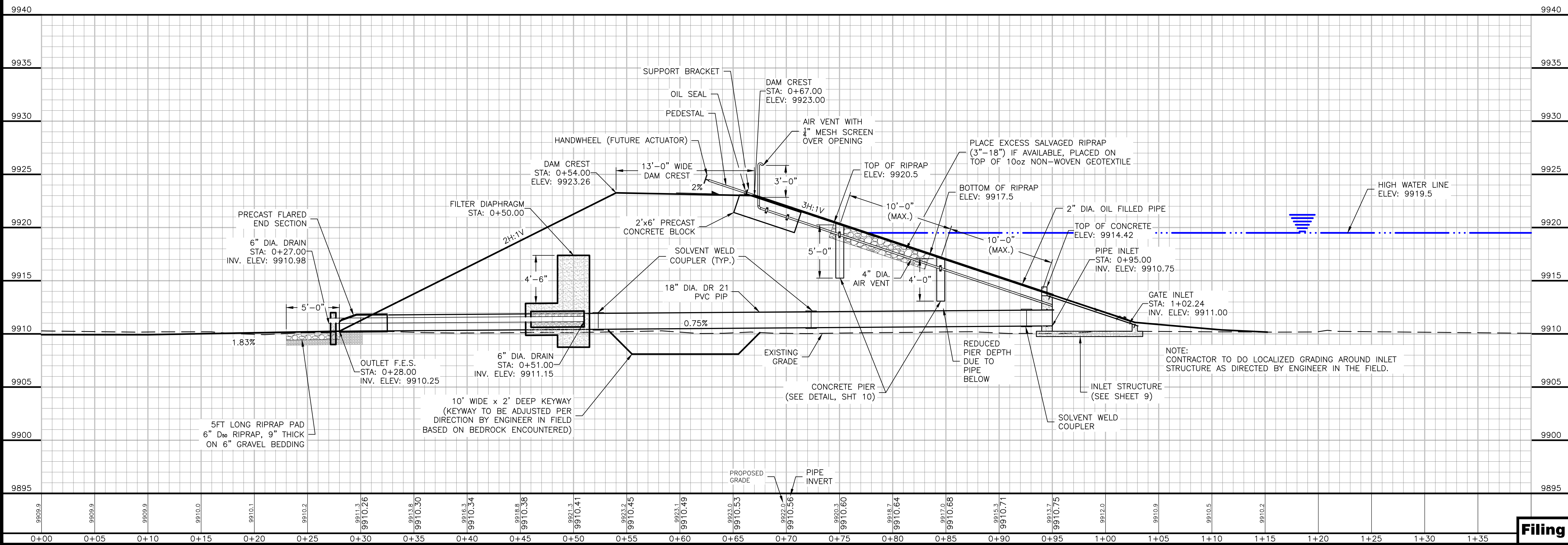
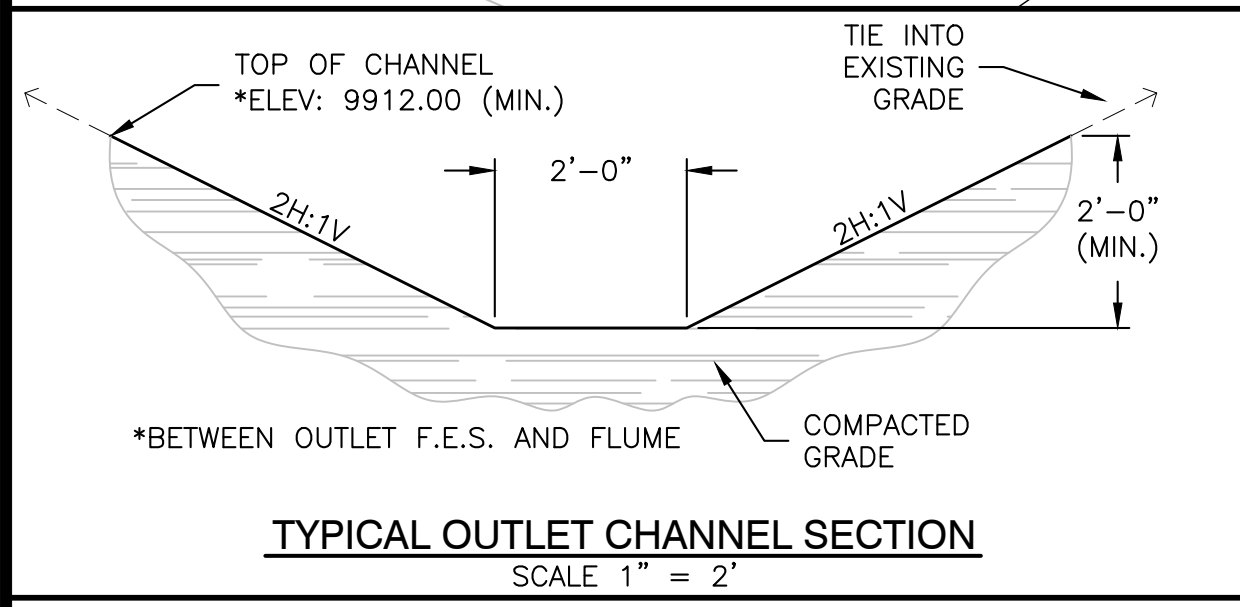
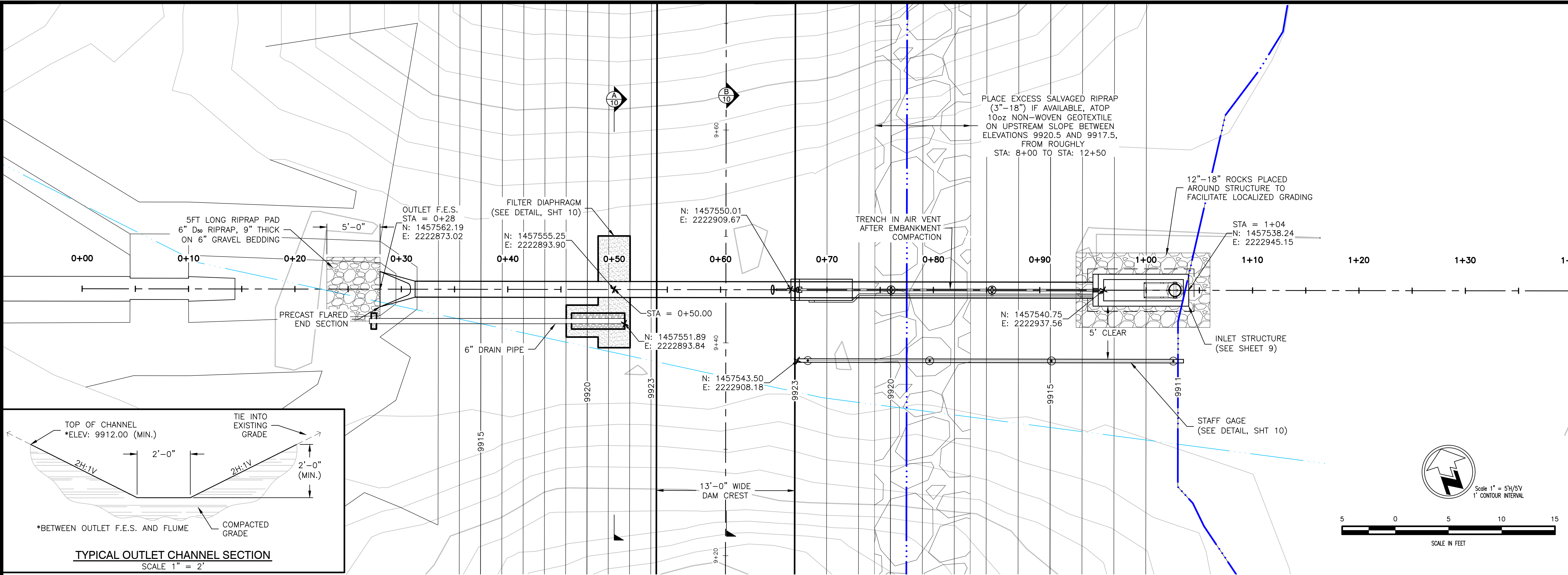
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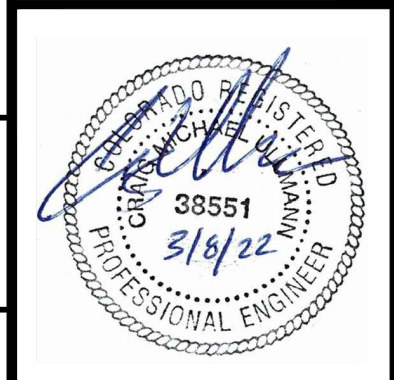


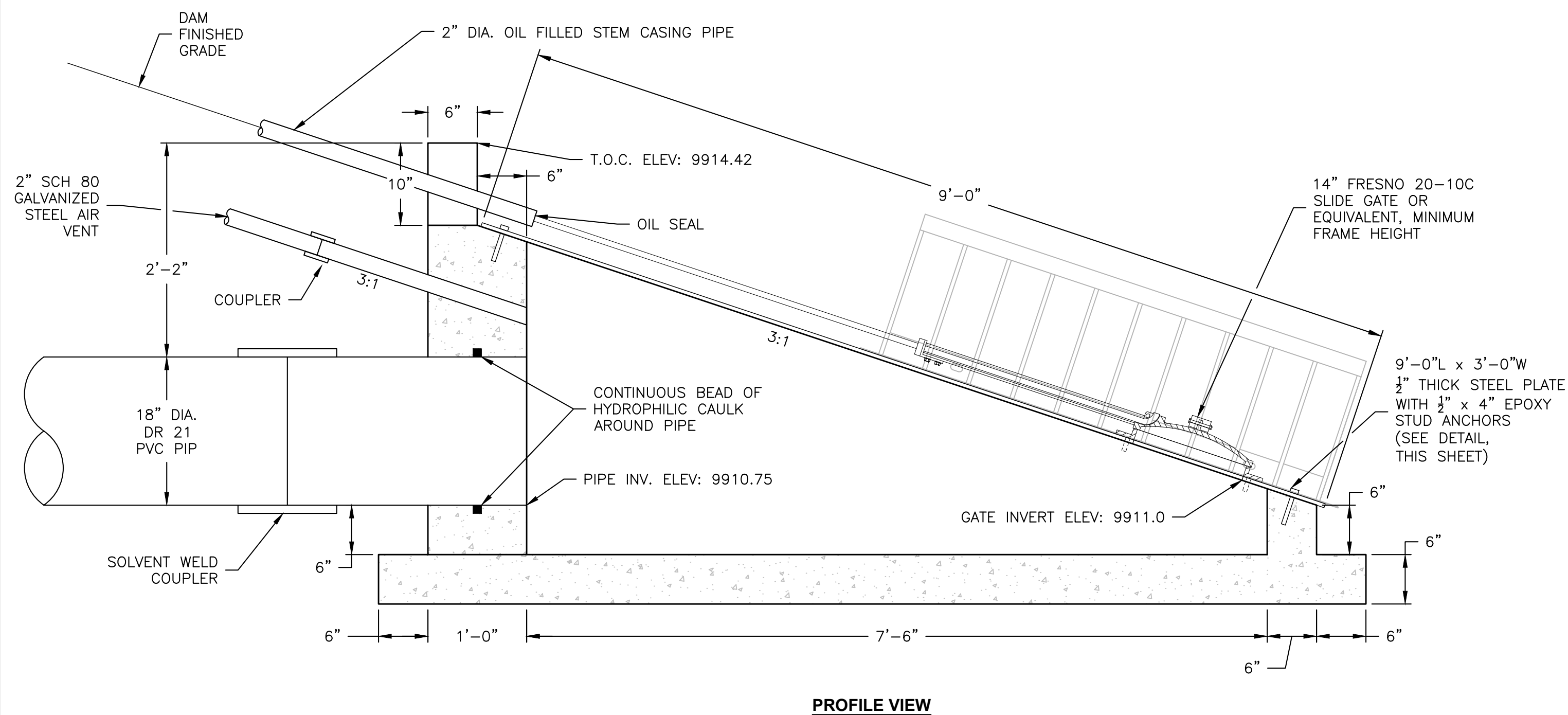
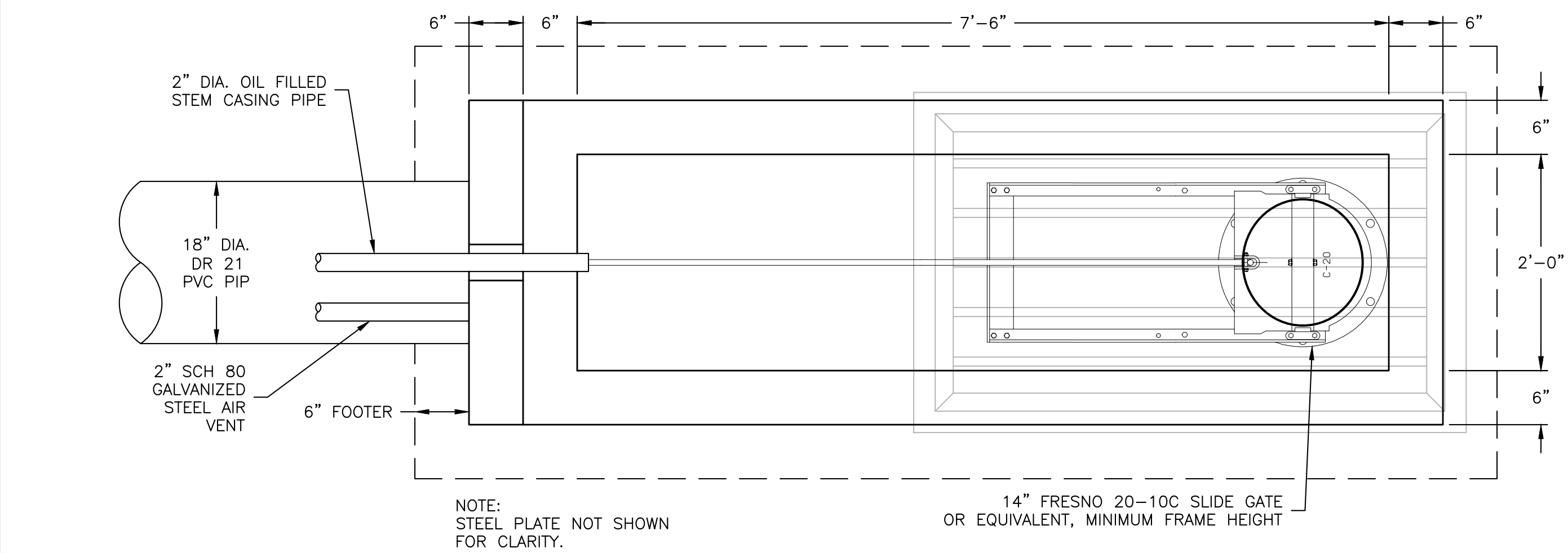
**VINCENT NO. 2 RESERVOIR
RECONSTRUCTION
DAM OUTLET PLAN
AND PROFILE**

SNOWCAP COAL CO.

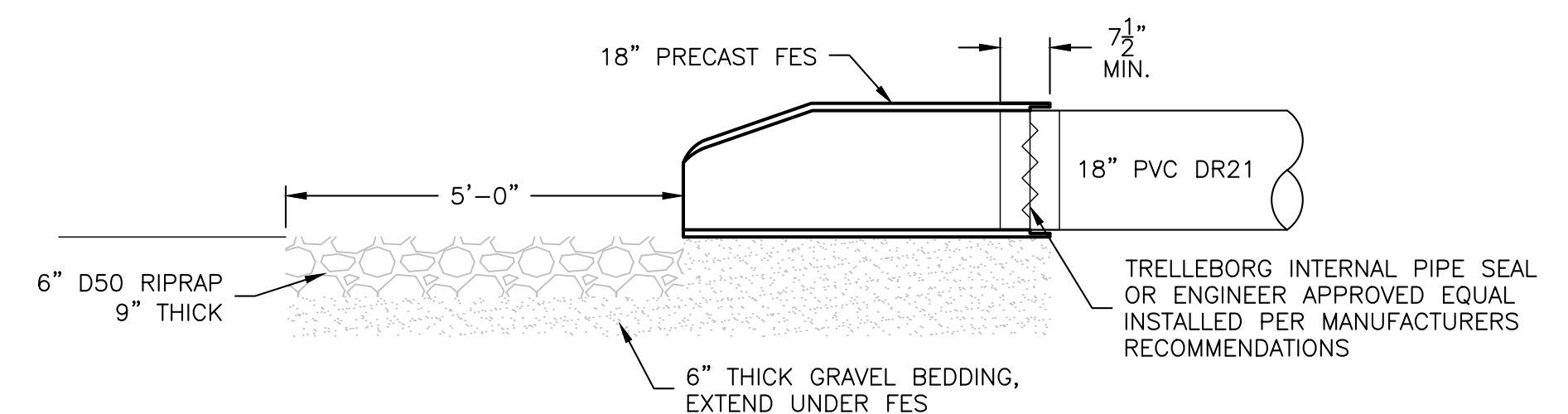
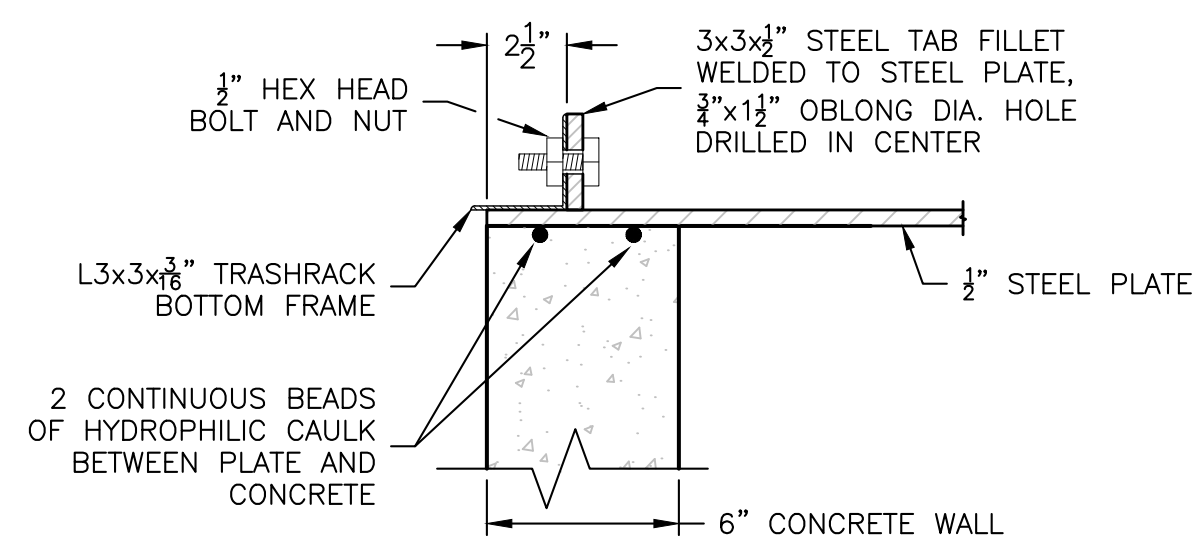
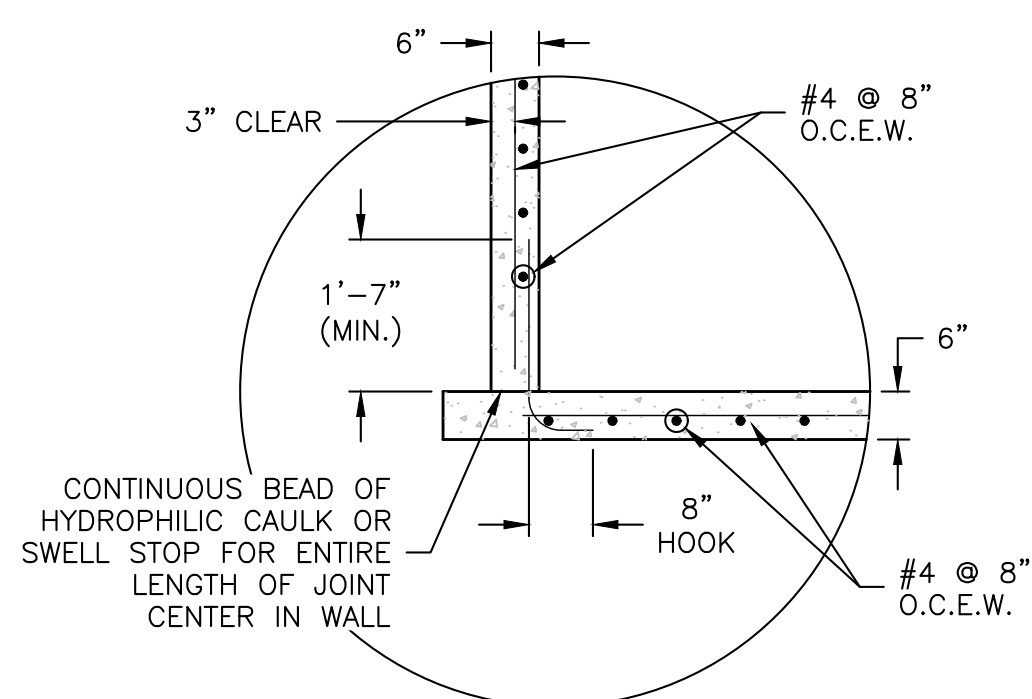
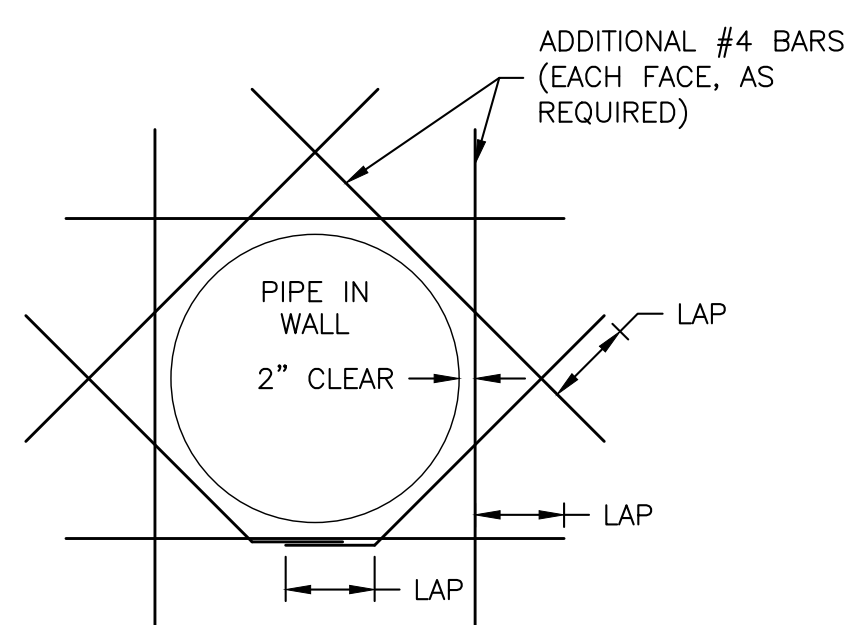
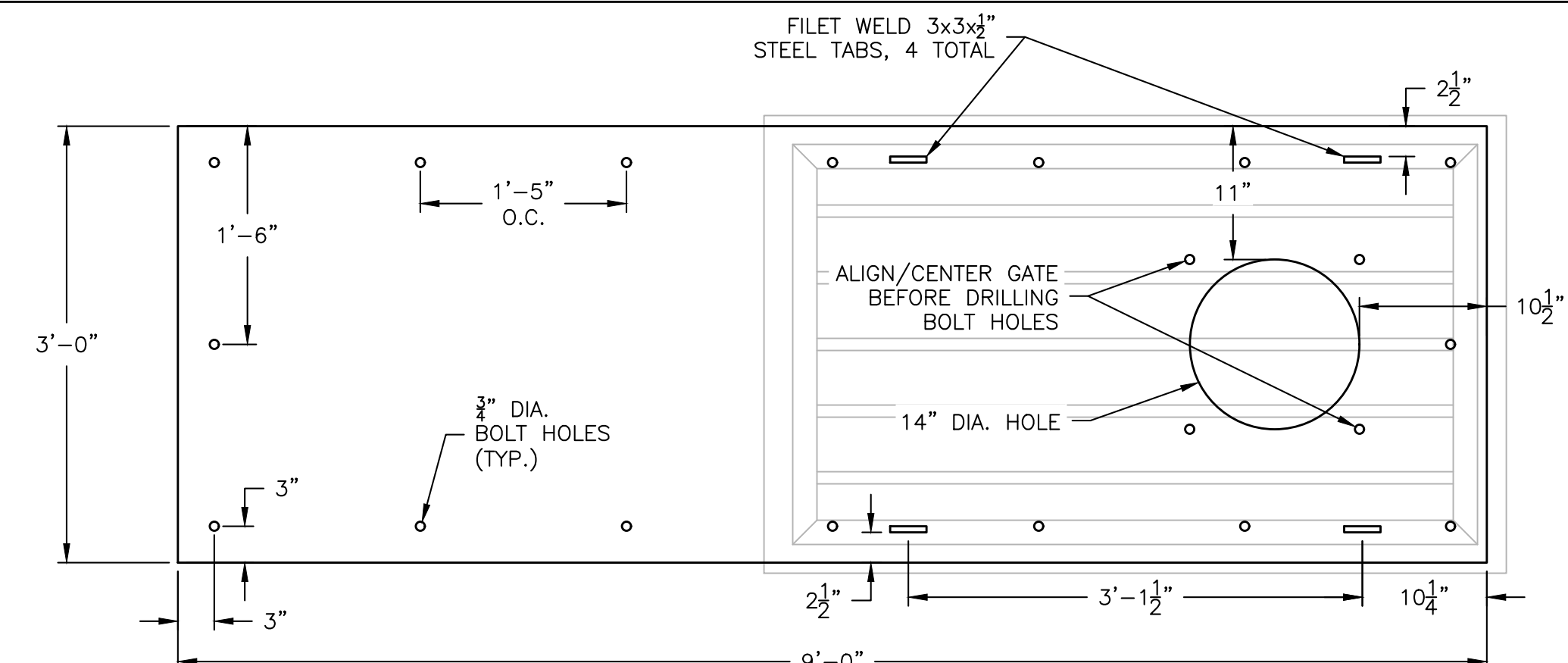
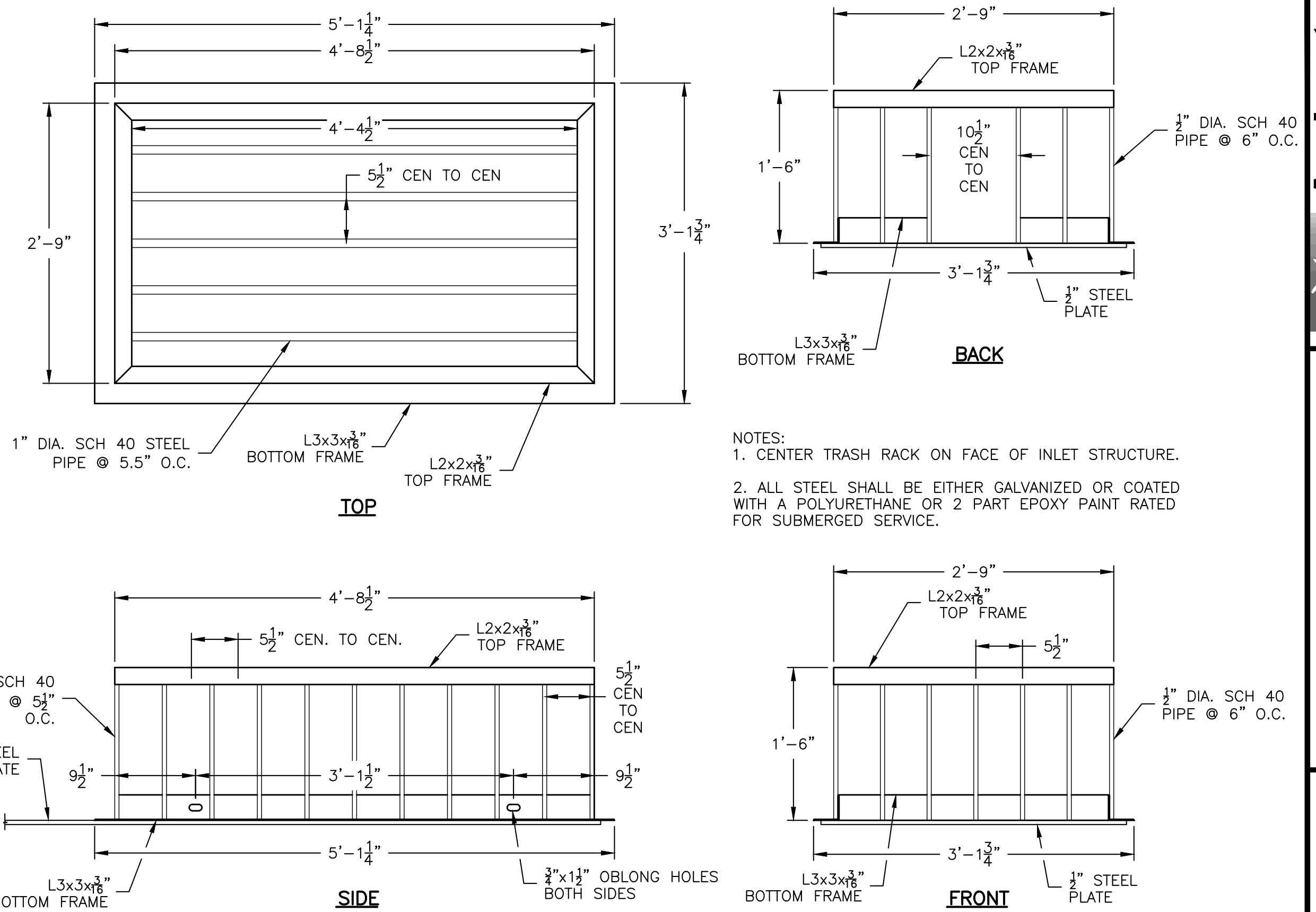
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OUTLET INTAKE STRUCTURE DETAIL
SCALE 1" = 1'

[illegible]

Date:	Jan2022
Job No:	21-115
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7.9.3.3 All areas inundated by the reservoir and IDF surcharge.

7.9.4 Pipelines, utility lines, or any other construction that penetrates through the dam, abutment areas below the dam crest elevation, or that are within a distance of 50 feet or the height of the dam, whichever is greater, from either toe of the dam shall not be allowed without prior written approval by the State Engineer.

Rule 8. Construction Requirements

8.1 Pre-Construction.

8.1.1 Water Diversion Plan.

8.1.1.1 A plan to control surface water during construction shall be developed by the construction contractor based on information and requirements provided by an Engineer. The plan shall state the return interval or annual exceedance probability for the storm event the system is designed to protect against. The plan shall be prepared under the direction of an Engineer meeting the requirements of Rule [4.10](#).

8.1.1.2 The plan shall be approved by the Engineer and submitted to the State Engineer in advance of construction of the diversion facilities.

8.1.1.3 A hazard classification evaluation shall be performed by an Engineer based on consequences to the public for any proposed cofferdam. If the water diversion system is found to be High or Significant Hazard, the design shall meet the requirements of [Rule 7](#).

8.1.1.4 The water diversion plan shall address the removal or abandonment of cofferdams, spillways, conduits, or other temporary features after construction is complete.

8.1.2 Construction Observation Plan. Not less than thirty (30) days prior to construction, the Engineer shall submit a construction observation plan to the State Engineer. The construction observation plan shall include, at a minimum:

- A. The anticipated date of the start of construction;
- B. Names and resumes of the Engineer and staff to be used on the project;
- C. A construction observation schedule for the Engineer and staff;
- D. For dams on rock foundations, a schedule for observations of the foundation by a Geologist;
- E. A quality assurance plan including a schedule of the construction material tests; and
- F. Identification of the firm and qualifications of the personnel that will conduct the construction material tests in the field and in the laboratory.

8.1.2.1 Approval. Within fourteen (14) days of receipt, the State Engineer shall provide written comments and approval, or conditions for approval, of the construction observation plan. Construction shall not commence without approval of the observation plan by the State Engineer.

8.1.3 Pre-Construction Meeting. Prior to commencement of construction, a meeting shall be held between the Engineer, Owner, State Engineer, and contractor. The State Engineer shall be notified at least fourteen (14) days prior to the meeting. The contractor shall present and thoroughly explain its construction work plan along with any anticipated construction difficulties. The name of the subcontractors shall be furnished to the State Engineer at the meeting. Project

communication protocol between the Owner, Engineer, and the State Engineer shall be established at the pre-construction meeting.

8.2 Construction.

8.2.1 Engineer's Observation. The Engineer shall observe the progress and quality of the construction in accordance with the approved construction observation plan. The Engineer shall endeavor to prevent defects and deficiencies in the construction of the dam and appurtenant structures, and shall disapprove or reject work failing to conform to the approved plans and specifications. In cases where the Engineer has a contractual relationship with the contractor to provide engineering services, the Owner shall provide an independent, third-party engineer to perform the engineering quality assurance observations.

8.2.2 Construction Records. The Engineer shall maintain a record of construction that, at a minimum, shall include daily activity and progress reports, design change orders, all materials testing results, gate and valve installation certifications, photographs sufficient to provide a record of foundation conditions and various stages of the construction through completion, all geologic information obtained, and documentation of any construction problems and remedies.

8.2.3 Progress Reports. Progress reports summarizing the status of the work shall be submitted to the State Engineer during the project at a minimum frequency and in a format agreed upon during the pre-construction meeting. The progress report shall include the contractor's three-week look-ahead schedule.

8.2.4 Notice for Inspection. The Engineer shall give the State Engineer at least five (5) days advance notice of any work items listed by the State Engineer in the pre-construction meeting, to allow for observation by the State Engineer.

8.2.5 Design Change Order. When unforeseen site conditions or material availability require that the construction work differ significantly from the approved plans and specifications, a design change order, including details, shall be provided by the Engineer to the State Engineer. No change shall be executed until approved by the State Engineer. Major changes shall be submitted in writing with supporting documentation, and approved in writing by the State Engineer. Minor changes, as determined by the State Engineer, may be approved verbally and documented in the final construction documents.

8.2.6 Final Inspection. The Engineer shall give the State Engineer at least fourteen (14) days advance notice prior to the project's final construction inspection. The Engineer shall document the completion of any punch list items.

8.3 Acceptance of Construction. Construction shall not be deemed complete nor shall storage of water be permitted until the State Engineer furnishes to the Owner a written statement of acceptance. The acceptance shall state the as-constructed dam dimensions, the capacity of the reservoir, and any limitations upon or requirements for the use of the dam. The State Engineer shall furnish the acceptance or denial within sixty (60) days of receipt of construction completion documents as outlined below.

8.3.1 Construction Completion Documents. The Engineer shall provide the following construction documentation within sixty (60) days of the final construction inspection:

8.3.1.1 A written notification that the project is complete and in general conforms with the approved plans, specifications, and design change orders.

8.3.1.2 A schedule for the first filling of the reservoir specifying fill rates, water level elevations to be held for observation, and a schedule for inspecting and monitoring the dam.

8.3.1.3 As-constructed plans showing the original approved plans amended to include any major or minor changes.

8.3.1.4 A final construction report summarizing construction, problems encountered and solutions implemented to resolve the problems, and compiling the construction records as identified in Rule [8.2.2](#).

8.3.1.5 A record of the location of permanent monuments and instrumentation as well as installation details and initial surveys and readings, if applicable.

8.3.1.6 The approved dam observation and monitoring plan in accordance with Rule [13.4](#).

8.3.1.7 A new or updated Emergency Action Plan including current inundation map in accordance with Rule [13.7](#).

8.3.2 For new dams and enlargements, the Engineer shall provide periodic review of the data included in the dam observation and monitoring plan on at least an annual basis for the first five years following construction completion. The Engineer shall submit the data and a written assessment of the dam's performance to the State Engineer annually.

8.3.3 **Temporary Approval.** Upon written request by the Owner and for good cause shown, the State Engineer may temporarily approve storage of water prior to submitting the construction completion documents. Only a partial reservoir filling will be granted under this Rule. Final acceptance of the construction for full use of the reservoir will not be granted until the requirements of Rule [8.3](#) have been satisfactorily completed. The written request shall include, at a minimum:

- A. A schedule for compliance with Rule [8.3](#);
- B. A notification letter signed and sealed by the Engineer in accordance with Rule [8.3.1.1](#);
- C. A schedule for the first filling of reservoir in accordance Rule [8.3.1.2](#);
- D. A monitoring plan for observing the behavior of the dam and appurtenances during the initial filling or refilling of the reservoir; and
- E. A new or updated EAP prepared in accordance with Rule [13.7](#).

Rule 9. Requirements for Removing or Breaching an Existing Dam

9.1 **Breach Plan and Application.** An Owner proposing to permanently remove or breach a dam shall submit an application package to be approved by the State Engineer prior to commencing work. The application shall be completed on a form provided by the State Engineer and shall include the following:

9.1.1 Documentation demonstrating that notice has been given to land owners and agencies potentially impacted by removal or breach of the dam.

9.1.2 Documentation showing that all permitting requirements by local, state and federal agencies have been satisfied.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO SNOWCAP COAL COMPANY INC. FOR REAL PROPERTY COMMONLY KNOWN AS VINCENT RESERVOIR PROPERTY AND AMENDING AND CONFIRMING THE LEASE WITH VANWINKLE RANCH LLC FOR REAL PROPERTY COMMONLY KNOWN AS THE SOMERVILLE AND ANDERSONS RANCHES AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction (City) owns property on Grand Mesa and has for many years leased much of it for agrarian uses. The City has had a long and good relationship with VanWinkle Ranches and in April of 2020 extended the lease for the real property known as the Somerville and Anderson Ranches (Ranch Property and in context Ranch Property Lease). The Ranch Property includes an unused reservoir and dam formerly known as Vincent Reservoir No. 2.

For the reasons described in the lease, Snowcap Coal Company Inc. (Snowcap) will benefit from the rehabilitation and use of Vincent Reservoir No. 2 and certain surrounding property (Vincent Property) for its operations. To access the Vincent Property Snowcap will need to cross the Ranch Property.

Snowcap's plans to rehabilitate the dam and reservoir on the Vincent Property, as the same are defined and described in the Snowcap lease (Snowcap Lease) includes leasing the Vincent Property from the City for a term longer than the Ranch Property Lease.

To facilitate Snowcap the City and VanWinkle Ranches have agreed to enter into the Snowcap Lease and sublease for the reservoir and dam on the Vincent Property to Snowcap. Snowcap has separately negotiated a sublease with VanWinkle, which sublease together with the Snowcap Lease will amend the Ranch Property Lease.

Snowcap, VanWinkle Ranches, and the City have agreed to certain terms and conditions for the use of the Vincent Property and in accordance with the Snowcap Lease, which is attached to and incorporated in this Ordinance as if fully set forth, and the sublease the parties desire to enter into contract. The primary term of the Snowcap Lease shall be twenty-five years, with consideration for renewals thereafter as provided in the Snowcap Lease.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO AS FOLLOWS:

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Snowcap Lease, and the making of, and amendment(s) to the Ranch Property Lease; and,

2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Ranch Property and the Vincent Property described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved and confirmed; and,

3. The Snowcap Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for ____ 2022, this 15th day of June 2022 by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this ____ day of July 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #2.b.i.

Meeting Date: June 15, 2022

Presented By: Anna Stout

Department: Finance

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Concerning the 2022 Salary of the City Manager and Setting a Public Hearing for July 6, 2022

RECOMMENDATION:

Approve Ordinance ____ on first reading, pass for publication in pamphlet form and set a public hearing for July 6, 2022.

EXECUTIVE SUMMARY:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance. The City Council has found the City Manager's performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton to \$237,550 rounded to the nearest whole dollar.

BACKGROUND OR DETAILED INFORMATION:

Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton rounded to the nearest whole dollar. The City Manager's 2022 compensation will be \$237,550.00

The adoption of the ordinance will amend the terms of the City Manager's employment agreement with the compensation, as established in the Ordinance, being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of employment

being unchanged together with said compensation being paid until amended by subsequent action of the City Council.

FISCAL IMPACT:

The City Council has previously approved Ordinance 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees and the salary established for the City Manager by this Ordinance is within the appropriation authorized by Ordinance 5042.

SUGGESTED MOTION:

I move to introduce and approve on first reading and pass for publication an ordinance concerning the 2022 salary of the City Manager and setting a public hearing for July 6, 2022.

Attachments

1. ORD-2022 CM Salary

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE CONCERNING THE SALARY OF THE CITY MANAGER

RECITALS.

On December 1, 2021, the City Council approved Ordinance 5042 appropriating money to defray the expenses of and setting the 2022 budget for the City. That appropriation included budgeted changes to the compensation for City employees. The wage increase for eligible employees was dependent on each employee being evaluated by his/her supervisor and being rated as performing at or above expectations. In addition to the wage increase, the budget assumed and reflected that certain market adjustments and other changes would be made to the City's pay plan.

Pursuant to the City Charter, the salary of the City Manager is set by ordinance, which serves to amend his employment agreement. The Council recently reviewed the performance of the City Manager and found his performance to be at or above expectations and accordingly, with this ordinance and the prior appropriation, sets and increases by 3.5% the annual compensation of City Manager Greg Caton rounded to the nearest whole dollar.

As necessary or required to effectuate the purposes hereof, this ordinance shall amend the terms of the City Manager's employment agreement with the compensation, as established herein, being effective and relating back to January 1, 2022, City Pay Period 1, with all other terms of employment being unchanged together with said compensation being paid until amended by subsequent action of the City Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That the foregoing Recitals are incorporated by reference and consequently that the salary of City Manager Greg Caton is and shall be set at \$237,550.00 per year and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with his employment agreement and the Charter and ordinances of the City of Grand Junction, Colorado.

The City Council does authorize the President of the Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same upon second reading and final passage by action of the Council on the date appointed for the same.

INTRODUCED ON FIRST READING this 15th day of June 2022.

PASSED AND ADOPTED this ____ day of July 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: June 15, 2022
Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin
Department: Community Development
Submitted By: Kristen Ashbeck Principal Planner

Information

SUBJECT:

A Resolution Issuing a Revocable Permit to Allow Encroachment of a Fire Escape Located within the East-West Alley on the North Side of Property Located at 464 Main Street (Dalby-Wendland Building) Requested by TIL Construction, LLC

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The Applicant, TIL Construction LLC, Sam Tilford, is requesting on behalf of the property owner H.R. Adventures, LLC, a Revocable Permit to allow encroachment of fire escape located within the east-west alley on the north side of property located at 464 Main Street (Dalby-Wendland Building). The proposed fire escape will be constructed on the north side of the building.

BACKGROUND OR DETAILED INFORMATION:

BACKGROUND

The building on the northwest corner of Main Street and North 5th Street was constructed as the First National Bank Building in 1910. It has been continuously used for financial institutions and general offices since that time. The current and long-time primary tenant is the accounting firm of Dalby, Wendland and Co., P.C. (DWC), and the building is generally known and referred to as the Dalby Wendland building. DWC is proposing to add a training room on the second floor of the building which would have the seating capacity that has the potential to exceed the occupant load for the floor. During the initial code/permit review with the Mesa County Building Department, it was determined a second egress/emergency exit would be needed on the second floor. Although DWC is not a public entity, they do provide services for quite a few

residents and businesses located within the City limits. The added staircase will enable DWC to further train their staff and conduct company meetings for their entire staff; thus, providing better service for their City resident customers. The proposed fire escape staircase design would be bolted to the north facade of the building and the concrete in the alley to enable removal by crane if needed for any work in the City right-of-way in the future.

ANALYSIS

Issuance of a Revocable Permit is guided by GJMC 21.02.180, which identifies six approval criteria that the City Council must consider when hearing a request for a revocable permit. These six criteria, found under GJMC 21.02.080(c)(1)-(6), are listed below, along with analyses of this request's conformance with each criterion.

(1) There will be benefits derived by the community or area by granting the proposed revocable permit;

The proposed permit allows for a safe egress from the upper floor of the existing historic structure, thereby improving service for the general public by the businesses located in the building. In addition, the permit will extend the functional life of the historic structure.

(2) There is a community need for the private development use proposed for the City property;

The building on the northwest corner of Main Street and North 5th Street was constructed as the First National Bank Building in 1910. It has been continuously used by financial institutions and general offices since that time. The current and long-time primary tenant is the accounting firm of Dalby, Wendland and Co., P.C. (DWC), and the building is generally known and referred to as the Dalby Wendland building. The proposed fire escape will improve and extend the functional life of this historic landmark structure in downtown Grand Junction.

(3) The City property is suitable for the proposed uses and no other uses or conflicting uses are anticipated for the property;

The alleyways behind the buildings and businesses in downtown are used for loading and unloading, trash dumpsters, underground grease separators and other similar private uses. The proposed fire escape does not conflict with other uses within the alley north of 464 Main Street.

(4) The proposed use shall not negatively impact access, traffic circulation, neighborhood stability or character, sensitive areas such as floodplains or natural hazard areas;

The proposed fire escape does not negatively impact access, traffic circulation or downtown character or sensitive areas.

(5) The proposed use is in conformance with and in furtherance of the implementation of the goals, objectives and policies of the Comprehensive Plan, other adopted plans and the policies, intents and requirements of this code and other City policies; and

The proposed revocable permit does not conflict with any of the goals or policies in the Comprehensive Plan or the City's Ordinances. As a part of the overall neighborhood, the proposed revocable permit would further the following principal and goal of the 2020 One Grand Junction Comprehensive Plan:

Plan Principal 4: Downtown and University Districts, Item (1)(a)(i) Downtown District: Main Street

(6) The application complies with the submittal requirements as set forth in Section 127 of the City Charter, this chapter and the Submittal Standards for Improvements and Development manual.

The application complies with the submittal requirements for a Revocable Permit. Therefore, this criterion has been found to be met.

RECOMMENDATION AND FINDINGS OF FACT

After reviewing the Revocable Permit request from TIL Construction LLC, Sam Tilford on behalf of the owner H.R. Adventures, LLC, File No. RVP-2022-196, for the property located at 464 Main Street, the following findings of fact have been made:

1. The request conforms with Section 21.02.180 of the Zoning and Development Code.

Therefore, Staff recommends approval of the request.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to adopt Resolution No. 50-22, a resolution concerning the issuance of a Revocable Permit to H.R. Adventures, LLC as requested by TIL Construction LLC, Sam Tilford, to allow construction of a fire escape within the east-west alley right-of-way north of the building at 464 Main Street, City File No. RVP-2021-196, with the findings of fact described in the staff report.

Attachments

1. Application Materials
2. Location Map

3. RES-Dalby Wendland Revocable Permit 060622



Development Application

We, the undersigned, being the owner's of the property adjacent to or situated in the City of Grand Junction, Mesa County, State of Colorado, as described herein do petition this:

Petition For: Annexation/Zone of Annexation

Please fill in blanks below only for Zone of Annexation, Rezones, and Comprehensive Plan Amendments:

Existing Land Use Designation: _____

Existing Zoning: _____

Proposed Land Use Designation: _____

Proposed Zoning: _____

Property Information

Site Location: 464 Main St.

Site Acreage: 0.14

Site Tax No(s): R063996

Site Zoning: _____

Project Description: Additional egress doorway and stairway for 2nd floor

Property Owner Information

Name: HR Adventures, LLC

Street Address: 101 S. 3rd St., Ste.

City/State/Zip: Grand Junction, CO

Business Phone #: 970-241-8515

E-Mail: dena@meigj.com

Fax #: 970-243-7697

Contact Person: Dena Carpenter

Contact Phone #: 970-241-8515

Applicant Information

Name: TIL Construction LLC

Street Address: 317 Mesa Grande

City/State/Zip: Grand Junction, CO

Business Phone #: 970-312-6843

E-Mail: TILconstruction@outlook.com

Fax #: _____

Contact Person: Sam Tilford

Contact Phone #: 970-312-6843

Representative Information

Name: Dalby Wendland CPAs

Street Address: 464 Main St.

City/State/Zip: Grand Junction, CO

Business Phone #: 970-243-1921

E-Mail: mleech@dalbycpa.com

Fax #: _____

Contact Person: Matt Leech

Contact Phone #: 970-243-1921

NOTE: Legal property owner is owner of record on date of submittal.

We hereby acknowledge that we have familiarized ourselves with the rules and regulations with respect to the preparation of this submittal, that the foregoing information is true and complete to the best of our knowledge, and that we assume the responsibility to monitor the status of the application and the review comments. We recognize that we or our representative(s) must be present at all required hearings. In the event that the petitioner is not represented, the item may be dropped from the agenda and an additional fee may be charged to cover rescheduling expenses before it can again be placed on the agenda.

Signature of Person Completing the Application: _____

Date: 3-2-22

Signature of Legal Property Owner: _____

Date: 3-2-22

OWNERSHIP STATEMENT - CORPORATION OR LIMITED LIABILITY COMPANY

(a) HR Adventures, LLC ("Entity") is the owner of the following property:

(b) LOT 17 + 18 BLK 103 TOWN OF GRAND JUNCTION FIRST DIVISION RESURVEY SEC 14 1S 1W UM

A copy of the deed(s) evidencing the owner's interest in the property is attached. Any documents conveying any interest in the property to someone else by the owner are also attached.

I am the (c) Manager for the Entity. I have the legal authority to bind the Entity regarding obligations and this property. I have attached the most recent recorded Statement of Authority of the Entity.

☒ My legal authority to bind the Entity both financially and concerning this property is unlimited.

☐ My legal authority to bind the Entity financially and/or concerning this property is limited as follows:

☒ The Entity is the sole owner of the property.

☐ The Entity owns the property with other(s). The other owners of the property are:

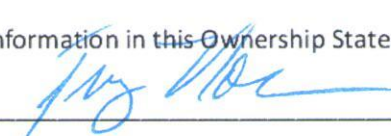
On behalf of Entity, I have reviewed the application for the (d) 2nd Floor Remodel at Dalby Wendland - Revocable

I have the following knowledge or evidence of a possible boundary conflict affecting the property:

(e) _____

I understand the continuing duty of the Entity to inform the City planner of any changes regarding my authority to bind the Entity and/or regarding ownership, easement, right-of-way, encroachment, lienholder and any other interest in the land.

I swear under penalty of perjury that the information in this Ownership Statement is true, complete and correct.

Signature of Entity representative: 

Printed name of person signing: Troy Noem

State of COLORADO)

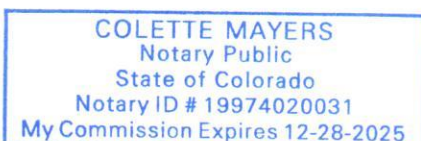
County of MESA) ss.

Subscribed and sworn to before me on this 16th day of March, 2022

by Troy Noem

Witness my hand and seal.

My Notary Commission expires on 12-28-2025




Notary Public Signature

0823

WARRANTY DEED

Book 2546 Page 498
1886645 02/02/99 1213PM
MONIKA TODD CLK® MESA COUNTY CO
REC FEE \$5.00 SURCHG \$1.00
DOCUMENTARY FEE \$98.29

Grantor(s), Community Office Investors Inc. whose address is 464 Main Street, Grand Junction *County of Mesa, State of CO, for the consideration of Nine Hundred Eighty-Two Thousand Eight Hundred Seventy-Nine And 24/100 in hand paid, hereby sell(s) and convey(s) to H R Adventures LLC, A Colorado Limited Liability Company

whose legal address is 101 South 3rd Street, Suite 360, Grand Junction *County of Mesa, and State of CO 81501, the following real property in the County of Mesa, and State of Colorado, to wit:

Lots 17 and 18 in
Block 103 in
THE CITY OF GRAND JUNCTION

also known as street and number: 464 Main Street, Grand Junction, CO 81501

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 1999 and all subsequent years, Party Wall agreement recorded in Book 27 at Page 127 and in Book 272 at page 369, Resolution No. 87-97 recorded in Book 2388 at page 773 and existing tenancies and leases.

Signed this 1st day of February, 1999.

Community Office Investors Inc., a Colorado Corporation

By: Dennis W. Wagner, President



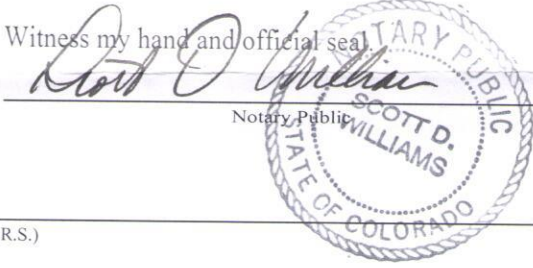
Dennis W. Wagner

STATE OF COLORADO,
County of Mesa } ss.

The foregoing instrument was acknowledged before me this 1st day of February, 1999 by Dennis W. Wagner, President of Community Office Investors Inc.,

My commission expires: 1/13/2003

Witness my hand and official seal



*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE
OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
HR Adventures, LLC, a Colorado Limited Liability Company
2. The type of entity is a:

☐ corporation	☐ registered limited liability partnership
☐ nonprofit corporation	☐ registered limited liability limited partnership
☒ limited liability company	☐ limited partnership association
☐ general partnership	☐ government or governmental subdivision or agency
☐ limited partnership	☐ trust
☐	
3. The entity is formed under the laws of State of Colorado
4. The mailing address for the entity is 101 South 3rd Street Suite 360, Grand Junction, CO 81501
5. The ☒ name ☒ position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Troy Noem as Manager
6. The authority of the foregoing person(s) to bind the entity: ☒ is² not limited ☐ is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 15th day of March, 2022



Troy Noem as Manager

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
County of Mesa) ss

The foregoing Statement of Authority was acknowledged before me this 15th day of March, 2022 by Troy Noem as Manager of HR Adventures, LLC, a Colorado Limited Liability Company

Witness my hand and official seal.
My commission expires: 12/28/2025



Notary Public

WHEN RECORDED RETURN TO:
HR Adventures, LLC, 101 S 3rd Street Ste 360, Grand Junction CO 81501
Dena@meigj.com

TIL Construction LLC.

Dalby Wendland 2nd Floor Remodel – Installation of an Emergency Staircase into the Alley
464 Main Street
Parcel: 2945-143-16-018
Acreage: 0.14
Grand Junction, CO 81501

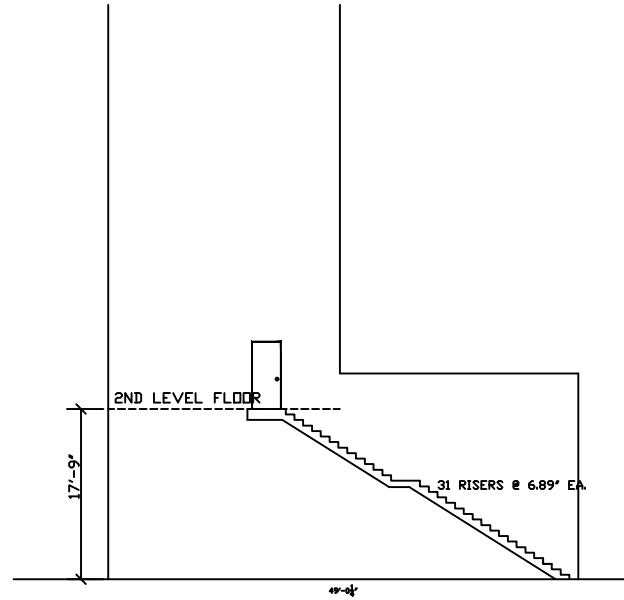
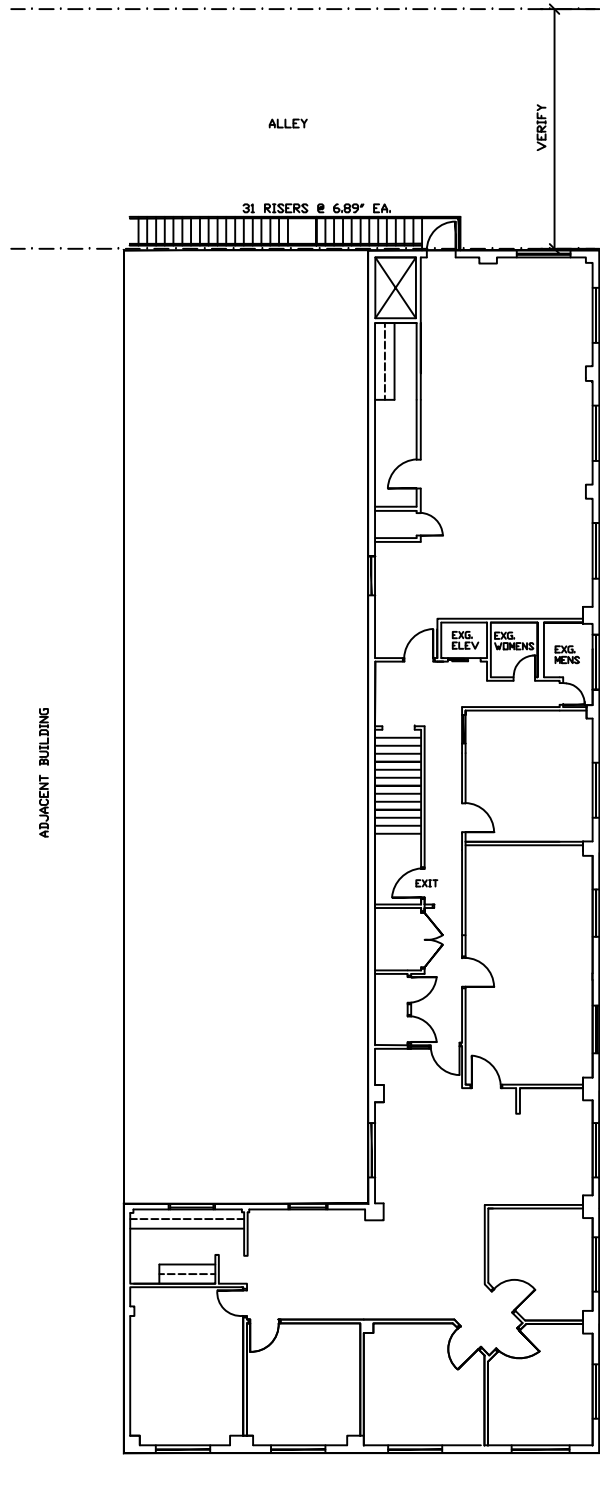
The proposed use of this staircase is for an emergency exit from the second floor of 464 Main Street, known as the Dalby Wendland Building. Dalby Wendland is looking to add a training room on the second floor which has potential to exceed the occupant load for the given floor. During the initial code/permit review with the building department it was determined a second egress/emergency exit would be needed on the second floor. The staircase design proposed would be bolted to the building and the alley concrete to enable removal by crane, quickly, if needed for any City work in the future.

Although Dalby Wendland is not a public entity, they do provide services for quite a few residents and businesses located within the City Limits. The added staircase will enable Dalby Wendland to further train their staff and conduct company meetings for their entire staff. This providing better service for their city resident customers.

No neighborhood meeting has been held

Project Compliance, Compatibility, and Impact

1. See attached plans for this proposed project.
2. Alleyway serving trash collection, deliveries, and general access to the rear of buildings downtown
3. Site access and traffic patterns will not be affected. The proposed staircase will not impede the alley any more than dumpsters currently do
4. Fire hydrants are located on Rood and Main Street. The closest fire hydrant is located on the corner of 5th and Main St.
5. No impact is foreseen on current utilities located within the alley
6. No effect is foreseen on public facilities. Will aid in Fire and Police safety on this building
7. Hours of operation are typical business hours. 8am-5pm, Monday – Friday
8. Approximately 60 total employees for the building
9. No change in signage
10. No necessary site soils are anticipated at this time. Alley concrete should be sufficient support
11. No Geology Impact



Revocable Easement

Located on the north side of Lots 17 and 18, Block 103, City of Grand Junction (Reception No. 2000000), Mesa County, Colorado more particularly described as:

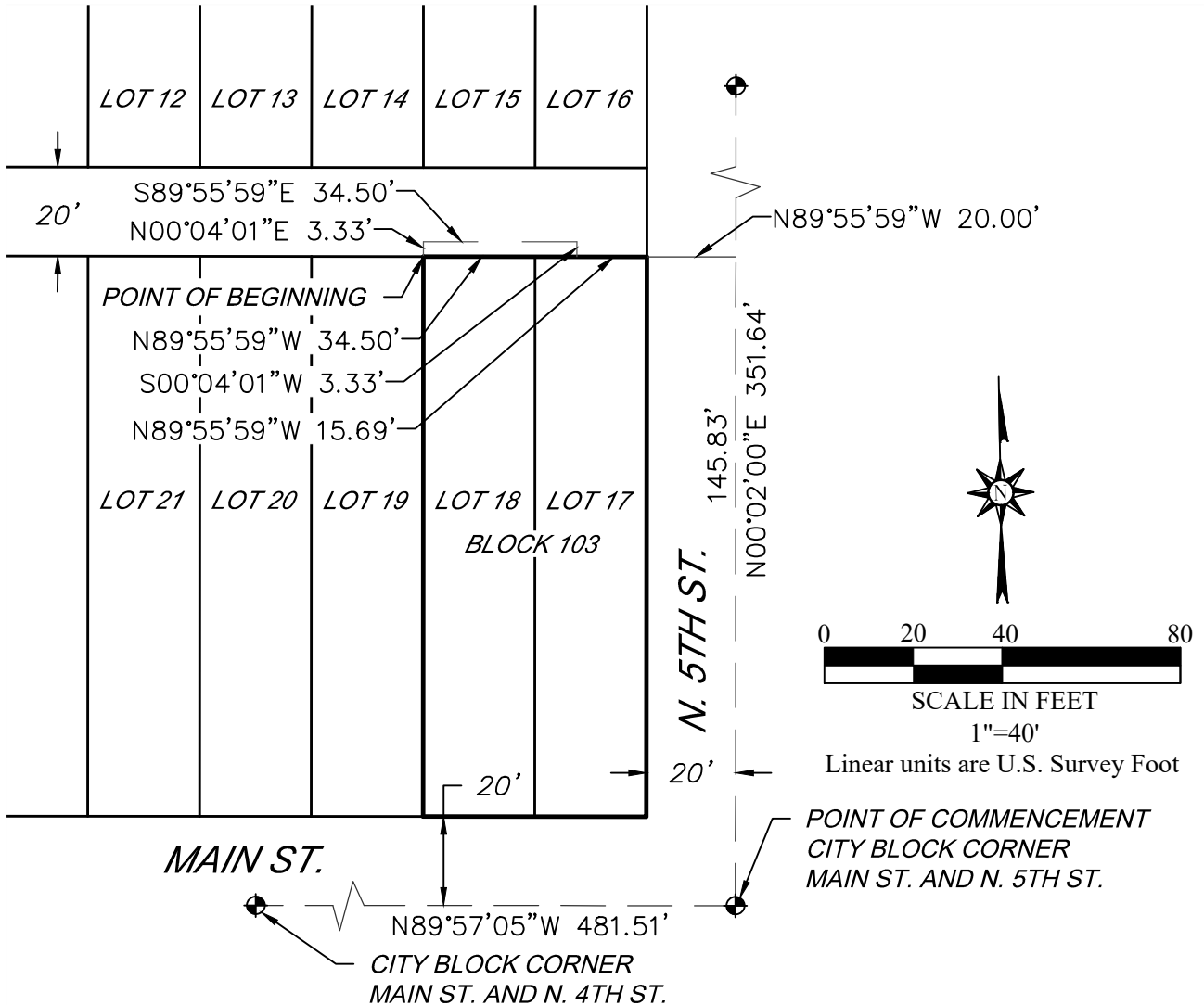
Commencing at the city block corner monument located at the intersection of Main Street and N. 5th Street, from which the city block corner monument located at the intersection of Main Street and N. 4th Street bears N89°57'05"W 481.51 feet; running thence along east block line N00°02'00"E 145.83 feet; thence N89°55'59"W 70.19 feet to the northwest corner of said Lot 18 and the Point of Beginning.

Running thence N00°04'01"E 3.33 feet; thence S89°55'59"E 34.50 feet; thence S00°04'01"W 3.33 feet to the north line of said Lot 17; thence along said north line N89°55'59"W 34.50 feet to the the northwest corner of said Lot 18 and the Point of Beginning.

Easement contains 115 square feet.

Boundary description prepared by:
Alexandre B. Lheritier, PLS 38464
Kart Surveying, LLC
734 Main St.
Grand Junction, CO 81501

REVOCABLE EASEMENT EXHIBIT
464 Main Street, Grand Junction, CO 81501



FOR REVIEW

Alexandre B. Lheritier
Colorado PLS 38464

LEGEND:

- — — — — SURVEY CONTROL LINE
- PARCEL BOUNDARY
- LOT LINE
- EASEMENT
- ⊕ CITY BLOCK CORNER

JOB NUMBER: 2230222

DATE: 02/23/22

KAART SURVEYING, LLC
734 Main Street
Grand Junction, CO 81501
970.201.4081
surveying@kaart.com

THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY

464 Main Street Location Map



0 0.01 0.03
mi

Printed: 6/1/2022
1 inch equals 47 feet
Scale: 1:564
Packet Page 227

RESOLUTION NO. _____

**A RESOLUTION CONCERNING
THE ISSUANCE OF A REVOCABLE PERMIT TO
H.R. ADVENTURES, LLC IN A PORTION OF ALLEY RIGHT-OF-WAY**

Recitals.

A. H.R. Adventures, LLC, herein referred to as the Petitioner, represents they are the owner of the following described real property in the City of Grand Junction, Colorado, to wit:

LOT 17 + 18 BLK 103 TOWN OF GRAND JUNCTION FIRST DIVISION RESURVEY
SEC 14 1S 1W - 0.144 AC and identified by Mesa County Tax Schedule Number
2945-143-16-018.

B. The Petitioner has requested that the City Council issue a Revocable Permit to allow the Petitioner to install, maintain and repair a fire escape within the public right-of-way depicted and described in the attached Exhibits A and B. Exhibits A and B are incorporated by reference as if fully set forth.

C. Relying on the application and information supplied by the Petitioner and contained in File No. RVP-2022-196 in the City's Community Development Department, the City Council has determined that granting a Revocable Permit, as provided by City Charter and other applicable law, would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

1. That the City Manager is hereby authorized and directed to issue the attached Revocable Permit to the Petitioner for the purposes described within the limits of the public right-of-way as defined, depicted and described, subject to each and every term and condition contained in the Revocable Permit and Agreement all as attached hereto.

PASSED and ADOPTED this ____ day of June 2022.

Attest:

Anna M. Stout
President of the City Council

Amy Phillips
City Clerk

REVOCABLE PERMIT

Recitals.

A. H.R. Adventures, LLC, hereinafter referred to as the Petitioner, represent it is the owner of the following described real property in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

LOT 17 + 18 BLK 103 TOWN OF GRAND JUNCTION FIRST DIVISION RESURVEY
SEC 14 1S 1W - 0.144 AC and identified by Mesa County Tax Schedule Number
2945-143-16-018.

B. The Petitioner has requested that the City Council of the City of Grand Junction issue a Revocable Permit to allow the Petitioner to install, maintain and repair a fire escape within the public right-of-way depicted and described in the attached Exhibits A and B. a free-standing sign, fence and raised planter within the following described public right-of-way:

See Attached Exhibits A and B.

C. Relying on the information supplied by the Petitioner and contained in File No. RVP-2022-196 in the office of the City's Community Development Department, the City Council has determined that such action would not at this time be detrimental to the inhabitants of the City of Grand Junction.

NOW, THEREFORE, IN ACCORDANCE WITH THE ACTION OF THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

There is hereby issued to the above-named Petitioner a Revocable Permit for the purpose aforescribed and within the limits of the public right-of-way aforescribed; provided, however, that the issuance of this Revocable Permit shall be conditioned upon the following terms and conditions:

1. The Petitioner's use and occupancy of the public right-of-way as authorized pursuant to this Permit shall be performed with due care or any other higher standard of care as may be required to avoid creating hazardous or dangerous situations and to avoid damaging public improvements and public utilities or any other facilities presently existing or which may in the future exist in said right-of-way.
2. The City hereby reserves and retains a perpetual right to utilize all or any portion of the aforescribed public right-of-way for any purpose whatsoever. The City further reserves and retains the right to revoke this Permit at any time and for any reason.
3. The Petitioner, for itself and for its successors, assigns and for all persons claiming through the Petitioner, agrees that it shall defend all efforts and claims to hold, or attempt to hold, the City of Grand Junction, its officers, employees and agents, liable for damages caused to any property of the Petitioner or any other party, as a result of the Petitioner's occupancy, possession or use of said public right-of-way or as a result

of any City activity or use thereof or as a result of the installation, operation, maintenance, repair and replacement of public improvements.

4. The Petitioner agrees that it shall at all times keep the above-described public right-of-way in good condition and repair.

5. This Revocable Permit shall be issued only upon the concurrent execution by the Petitioner of an agreement that the Petitioner and the Petitioner's successors and assigns shall save and hold the City of Grand Junction, its officers, employees and agents harmless from, and indemnify the City, its officers, employees and agents, with respect to any claim or cause of action however stated arising out of, or in any way related to, the encroachment or use permitted, and that upon revocation of this Permit by the City the Petitioner shall, at the sole cost and expense of the Petitioner, within thirty (30) days of notice of revocation (which may occur by mailing a first class letter to the last known address), peaceably surrender said public right-of-way and, at its own expense, remove any encroachment so as to make the aforescribed public right-of-way available for use by the City or the general public. The provisions concerning holding harmless and indemnity shall survive the expiration, revocation, termination or other ending of this Permit.

6. This Revocable Permit, the foregoing Resolution and the following Agreement shall be recorded by the Petitioner, at the Petitioner's expense, in the office of the Mesa County Clerk and Recorder.

Dated this _____ day of _____, 2022.

The City of Grand Junction,
a Colorado home rule municipality

Attest:

City Clerk

City Manager

Acceptance by the Petitioner:

H.R. Adventures, LLC by Dena Carpenter

AGREEMENT

H.R. Adventures, LLC, for itself and for its successors and assigns, does hereby agree to:

(a) Abide by each and every term and condition contained in the foregoing Revocable Permit;

(b) Indemnify and hold harmless the City of Grand Junction, its officers, employees and agents with respect to all claims and causes of action, as provided for in the approving Resolution and Revocable Permit;

(c) Within thirty (30) days of revocation of said Permit by the City Council, peaceably surrender said public right-of-way to the City of Grand Junction;

(d) At the sole cost and expense of the Petitioner, remove any encroachment to make said public right-of-way fully available for use by the City of Grand Junction or the general public.

Dated this _____ day of _____, 2022.

H.R. Adventures, LLC – Dena Carpenter

By: _____
Dena Carpenter

State of Colorado)
) ss.
County of Mesa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Dena Carpenter.

My Commission expires: _____
Witness my hand and official seal.

Notary Public

EXHIBIT A

Legal Description

Located within the 20' alley on the north side of Lots 17 and 18, Block 103, Map of First Division, Resurvey, Town of Grand Junction, Col. (Reception No. 3206), Grand Junction, Mesa County, Colorado more particularly described as:

Commencing at the city block corner monument located at the intersection of Main Street and N. 5th Street, from which the city block corner monument located at the intersection of Main Street and N. 4th Street bears N89°57'05"W 481.51 feet; running thence along east block line N00°02'00"E 145.83 feet; thence N89°55'59"W 70.19 feet to the northwest corner of said Lot 18 and the Point of Beginning.

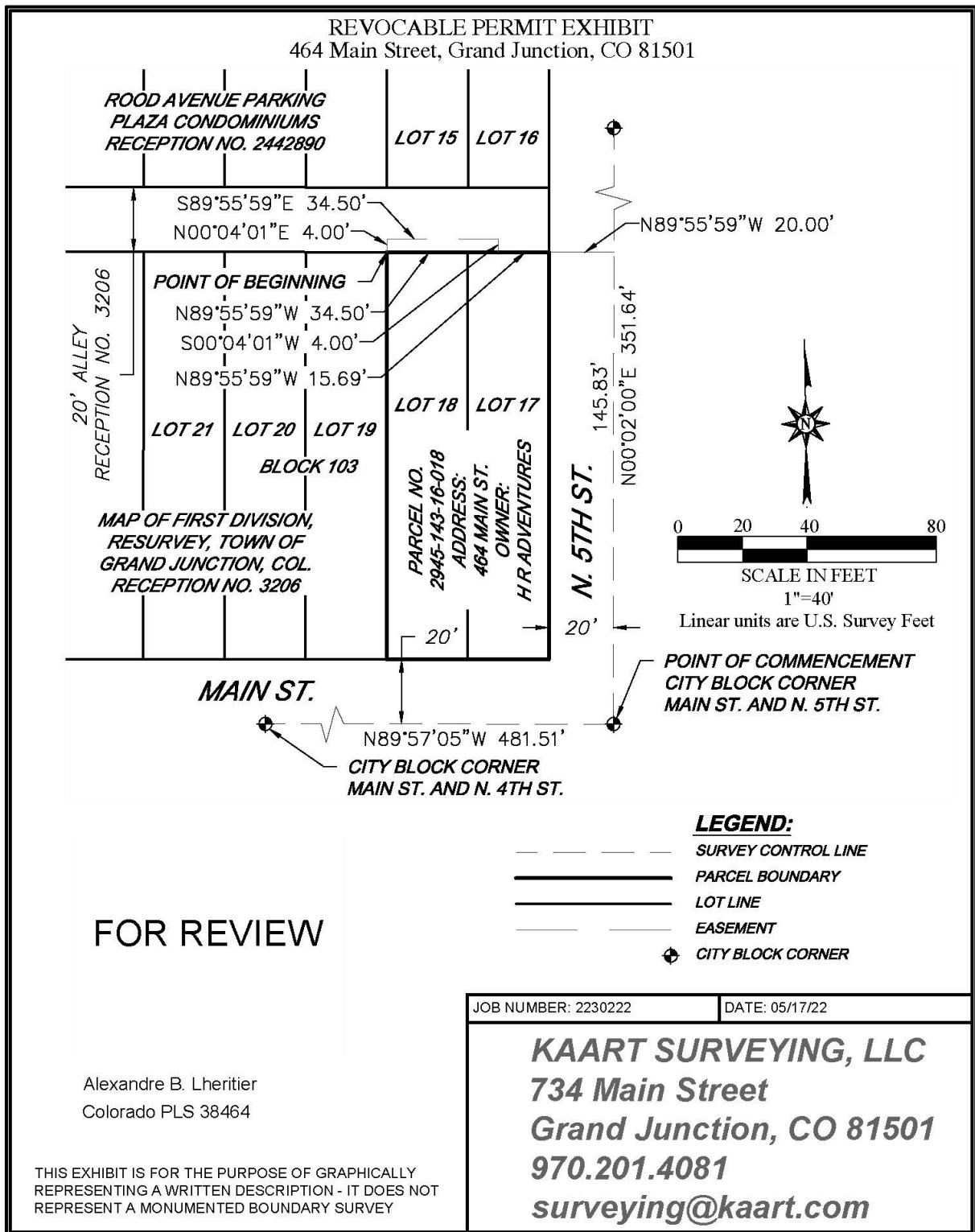
Running thence N00°04'01"E 4.00 feet; thence S89°55'59"E 34.50 feet; thence S00°04'01"W 4.00 feet to the north line of said Lot 17; thence along said north line N89°55'59"W 34.50 feet to the northwest corner of said Lot 18 and the Point of Beginning.

Revocable Permit Area contains 138 square feet.

Boundary description prepared by:

Alexandre B. Lheritier, PLS 38464
Kaart Surveying, LLC
734 Main St.
Grand Junction, CO 81501

EXHIBIT B





Grand Junction City Council

Regular Session

Item #3.b.

Meeting Date: June 15, 2022
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

A Resolution to Authorize \$4.3 Million Loan Contract with the Colorado Water Conservation Board for the Carson Dam Rehabilitation Project

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

A Resolution authorizing the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board (CWCB) for a loan amendment in the amount of \$4,343,000 for the construction of the Carson Dam Rehabilitation Project; to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction owns and operates Carson (aka Hogchute) Reservoir located in Mesa County, Colorado within the Grand Mesa National Forest on Kannah Creek. The reservoir provides water storage for the City's domestic water supply, downstream irrigation use, and fishing recreation.

Carson Dam is classified as a high hazard jurisdictional dam as defined by Colorado Dam Safety of the Division of Water Resources. The State Engineer's Office completed a Comprehensive Dam Safety Evaluation (CDSE) in 2017 and rated the dam as "Conditionally Satisfactory" and provided guidance in planning needed dam improvements. The Carson Dam Rehabilitation Project is intended to address dam safety issues including rehabilitating the existing spillway, outlet works, toe drain seepage collection system, instrumentation, and an early warning system. Construction

work began in 2021. Unforeseen conditions were encountered during construction that increased the cost of the project from \$3 million to \$4.3 million. The project site was winterized in November 2021 and the contractor will remobilize in late May 2022 to complete the remaining work.

Typically, the Water Enterprise will borrow funds to pay for larger capital projects and pay back the loan over time with revenue generated by water service charges. The Colorado Water Conservation Board (CWCB) Water Project Loan Program provides low-interest loans for municipal water supply projects. The current interest rate for low-income (for which Grand Junction qualifies) municipal loans is 1% for a 10-year term. The original loan amount was \$3 million. Due to the increased project costs, a loan amendment will be necessary to fund the remainder of the project.

CWCB approved the loan amendment at its May 17th board meeting. A City Council resolution is required by the terms of the loan contract. The resolution will authorize the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan amendment in the amount of \$4,343,000.00 (\$4,300,000.00 for Project costs and CWCB's origination fee of 1% in the amount of \$43,000.00); to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

FISCAL IMPACT:

The issuance of this debt to fund the Carson Dam Rehabilitation project has been planned for several years and is incorporated within the Water Fund's long term financial plan. Staff anticipates that rates will need to be increased by 2 to 5 percent per year in order to fund this project and several other capital improvements over the next ten years. The project and loan are in the 2022 Amended Budget and the debt service payments which begin in 2023 will be budgeted accordingly in the upcoming 2023 budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. xx-22, a resolution authorizing the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan in the amount of \$4,343,000.00 for the construction of the Carson Dam Rehabilitation Project; to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

Attachments

1. RES-Carson Dam CWCB loan amendment

RESOLUTION NO. xx-22

**A RESOLUTION AUTHORIZING A LOAN CONTRACT OF
STATE FUNDS FOR CARSON RESERVOIR REHABILITATION PROJECT**

NOW THEREFORE BE IT RESOLVED THAT the Grand Junction City Council, having been duly advised and considered the matter, hereby authorizes City Manager Greg Caton to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan amendment for the construction of the Carson Reservoir Rehabilitation Project (Project.)

Furthermore, the Grand Junction City Council hereby resolves to perform and observe all contractual terms, conditions and obligations, and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

The Project will be funded solely by funds made available under Colorado Water Conservation Board (CWCB) Water Project Loan Program which authorizes CWCB to loan money for water projects from the CWCB Severance Tax Perpetual Base Fund for the benefit of the people of the state, provided that the Borrower assures repayment of the money.

The total construction cost of the Project may be up to \$4,300,000. The total loan amount will not exceed \$4,343,000.00 (\$4,300,000.00 for Project costs and CWCB's origination fee of 1% in the amount of \$43,000.00) at an interest rate of 1.00% per annum for a repayment term of ten (10) years.

The Project will benefit the City's water enterprise, which is a government owned business that may incur debt as provided in Article X, Section 20 of the Colorado Constitution, and C.R.S. 37-45.1-101 *et. seq.*

IN CONSIDERATION OF THE FOREGOING, THE RESOLUTION IS PASSED AND APPROVED this 15th day of June 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #3.c.

Meeting Date: June 15, 2022
Presented By: Randi Kim, Utilities Director
Department: Utilities
Submitted By: Randi Kim

Information

SUBJECT:

A Resolution to Authorize a \$3.2 Million Loan Contract with the Colorado Water Conservation Board for the Kannah Creek Flow Line Project

RECOMMENDATION:

Staff recommends adoption of the resolution.

EXECUTIVE SUMMARY:

A Resolution authorizing the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board (CWCB) for a loan amendment in the amount of \$3,232,000.00 for the construction of the Kannah Creek Flow Line Project; to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

BACKGROUND OR DETAILED INFORMATION:

The City of Grand Junction owns and operates the Kannah Creek Flowline located in Mesa County, Colorado. The Kannah Creek Flow Line is a gravity transmission main of approximately 17.5 miles and is the structure that conveys raw water from the Kannah Creek to the City of Grand Junction's Water Treatment Plant. The flow line has reached the end of its useful life and needs replacement. The City has already replaced segments of the Kannah Creek Flow Line with 20-inch PVC. This project will replace approximately 3 miles of the upper segment of the Kannah Creek Flow Line. This segment of the flow line consists of 18-inch cast iron and 20-inch steel pipe, which has reached its useful life. The estimated cost of replacement is \$3.2 million. The City of Grand Junction is requesting a Water Project Loan of \$3.2 million to fund the construction phase of this project. Replacement of this segment of the supply line is intended to restore the service life of the Kannah Creek Flow Line to 100 years and

increase the flow capacity to 9.8 million gallons per day.

Typically, the Water Enterprise will borrow funds to pay for larger capital projects and pay back the loan over time with revenue generated by water service charges. The Colorado Water Conservation Board (CWCB) Water Project Loan Program provides low-interest loans for municipal water supply projects. The current interest rate for low-income (for which Grand Junction qualifies) municipal loans is 1.65% for a 20-year term. The loan amount is \$3.2 million.

CWCB approved the loan at its May 17th board meeting. A City Council resolution is required by the terms of the loan contract. The resolution will authorize the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan amendment in the amount of \$3,232,000.00 (\$3,200,000.00 for Project costs and CWCB's origination fee of 1% in the amount of \$32,000.00); to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

FISCAL IMPACT:

The issuance of this debt to fund the Kannah Creek Flowline project has been planned for several years and is incorporated within the Water Fund's long term financial plan. Staff anticipates that rates will need to be increased by 2 to 5 percent per year in order to fund this project and several other capital improvements over the next ten years. The project and loan are in the 2022 Amended Budget and the debt service payments which begin in 2023 will be budgeted accordingly in the upcoming 2023 budget.

SUGGESTED MOTION:

I move to adopt Resolution No. 52-22, a resolution authorizing the City Manager to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan in the amount of \$3,232,000.00 for the construction of the Kannah Creek Flow Line Project; to perform and observe all contractual terms, conditions and obligations; and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

Attachments

1. RES-Kannah Creek Flowline CWCB loan

RESOLUTION NO. xx-22

**A RESOLUTION AUTHORIZING A LOAN CONTRACT OF
STATE FUNDS FOR KANNAH CREEK FLOWLINE PROJECT**

NOW THEREFORE BE IT RESOLVED THAT the Grand Junction City Council, having been duly advised and considered the matter, hereby authorizes City Manager Greg Caton to enter into a contract with the State of Colorado, Colorado Water Conservation Board for a loan for the construction of the Kannah Creek Flowline Project (Project.)

Furthermore, the Grand Junction City Council hereby resolves to perform and observe all contractual terms, conditions and obligations, and pledge the revenues of the Water Enterprise Fund to assure repayment of the loan.

The Project will be funded solely by funds made available under Colorado Water Conservation Board (CWCB) Water Project Loan Program which authorizes CWCB to loan money for water projects from the CWCB Severance Tax Perpetual Base Fund for the benefit of the people of the state, provided that the Borrower assures repayment of the money.

The total construction cost of the Project may be up to \$3,200,000. The total loan amount will not exceed \$3,232,000.00 (\$3,200,000.00 for Project costs and CWCB's origination fee of 1% in the amount of \$32,000.00) at an interest rate of 1.65% per annum for a repayment term of twenty (20) years.

The Project will benefit the City's water enterprise, which is a government owned business that may incur debt as provided in Article X, Section 20 of the Colorado Constitution, and C.R.S. 37-45.1-101 *et. seq.*

IN CONSIDERATION OF THE FOREGOING, THE RESOLUTION IS PASSED AND APPROVED this 15th day of June 2022.

Anna M. Stout
President of the City Council

Attest:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #3.d.

Meeting Date: June 15, 2022
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

A Resolution to Adopt Procedures for Filling a Council Vacancy

RECOMMENDATION:

Staff recommends approval of the resolution.

EXECUTIVE SUMMARY:

With the adoption and approval of the resolution the City Council will establish a process and procedure to fill a vacancy on City Council, as authorized by the City Charter and other applicable law.

BACKGROUND OR DETAILED INFORMATION:

The proposed resolution establishes a process and procedures to fill a vacancy on City Council. The process calls for, and if adopted, will standardize determination of eligibility of candidates, applications, interviews and election, all described in the Resolution. Voting and tabulation of the election will be, depending on the number of candidates, by a rank choice method.

FISCAL IMPACT:

There is no direct fiscal impact as a result of this action.

SUGGESTED MOTION:

I move to adopt Resolution 53-22 establishing a process to fill a vacancy on City Council, as authorized by the City Charter and other applicable law.

Attachments

1. POL-Vacancy procedure 060222
2. RES-Council Vacancy Procedure 060222

Procedures for Filling a Council Vacancy

Section 37, Article IV, City Charter:

A vacancy in the council, from whatever cause arising, shall be filled by the council from among the electors of the district in which the vacancy occurs if a district councilmember, or at large if a councilmember at large, until the next general municipal election, when a successor shall be chosen for the unexpired term. A vacancy shall be taken to exist when a member of the council fails to qualify for thirty days after the commencement of his term, dies, resigns, removes from the city or from the district which he was elected to represent, absents himself from five consecutive meetings of the council unless excused by resolution thereof, is convicted of violating any provision of this Charter, or of a felony, or is judicially declared a lunatic as defined by statute.

The following procedures will be used to fill a vacancy on Council, as authorized by the City Charter (Charter) and other applicable law.

Eligibility of candidates: In addition to the geographical residence requirement of Charter Section 37, a candidate must have resided in the City for a period of at least twelve months preceding the election and if the vacancy is for a district seat, in the district in which he/she intends to serve.¹

Applications: As soon as practicable after a vacancy in the Council occurs, the City Clerk (Clerk) will solicit candidates, through advertisements in media selected by the Clerk, for no less than two weeks. The solicitation will state the qualifications for appointment and directions for making application, the application deadline and provide such forms and information as determined necessary by the Clerk. The application period will be open for four weeks.

Interviews: When the application period has closed, the Clerk will provide copies of all applications to councilmembers. Council will then hold interviews with the candidates which will include one public, formal interview of all candidates. Other interviews may be held as Council determines, including smaller group interviews and/or one-on-one interviews.

Election: After the interviews, Council will hold an election to fill the vacancy. All qualified applicants will be considered as candidates for the election without requirement of nomination by motions and seconds.

If there is one candidate, councilmembers will vote by roll call vote with each councilmember voting “yes” or “no” for the candidate. Four “yes” votes are required for election. If the candidate does not receive four “yes” votes, then the vacancy shall be declared to continue, and the Clerk shall re-solicit candidates.

If there are two candidates, councilmembers will vote by roll call vote, each stating his or her preferred candidate by full name. Four votes for the same candidate are required for election. If

¹ C.R.S. § 31-10-301

there is a tie vote, then the Council will discuss/debate the two candidates, and as the end of the debate then take another vote. If the second vote is tied, then the vacancy will be filled by random selection by use of a method determined by a majority of the Council.

If there are three or more candidates, then the vacancy will be filled by rank choice voting, as follows:

Councilmembers will vote by paper ballot. Each ballot will have the names of all the candidates and identify the councilmember who votes the ballot. Each councilmember will rank each of the candidates in order of choice (1st, 2nd, 3rd, *etc.*). Every candidate must receive a ranked choice on every councilmember's ballot. Ballots will be collected and tabulated by the Clerk and be included in the public records of the City.

The ballots will be tabulated in the following manner:

If a candidate has four first-choice votes, then that candidate is elected. If no candidate achieves four first-choice votes, then the candidate with the fewest first choice votes is eliminated. The ballots with first-choice votes for an eliminated candidate are then counted for the second choice indicated on those ballots. The process continues until a candidate has no less than four votes. If two or more candidates are tied for the fewest first place votes in any round of voting, one of the candidates will be eliminated by random selection by use of a method determined by a majority of the Council.

If there is a tie in the votes at any time during the tabulation (*i.e.*, 2-2-2 or 3-3), the Council will discuss/debate the candidates' qualifications and then cast another vote by paper ballot in the same manner as described above. If the second vote results in a tie, then the vacancy will be filled by random selection by use of a method determined by a majority of the Council.

The Clerk will provide the results of the tabulation to the Council President who will announce the winning candidate who will fill the vacancy. All paper ballots will be included in the public records of the City and be retained in accordance with applicable law.

RESOLUTION NO. __-22

A RESOLUTION ADOPTING A POLICY AND PROCEDURES FOR FILLING A CITY COUNCIL VACANCY

RECITALS:

The City Council has considered the attached *Procedures for Filling a Council Vacancy* ("Procedures") and has determined that the adoption thereof will provide a systematic, consistent, and standardized method for filling a vacancy in the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

- a) The Procedures shall constitute the policy of the City Council for and to achieve the purpose thereof, to wit, to fill a vacancy in the City Council when the same arises;
- b) The Procedures are effective immediately and shall continue in effect until revised by subsequent resolution of the Council.

PASSED and ADOPTED this 15th day of June 2022.

Anna M Stout
President of the City Council

ATTEST:

Amy Phillips
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.i.

Meeting Date: June 15, 2022
Presented By: Kristen Ashbeck, Principal Planner/CDBG Admin
Department: Community Development
Submitted By: Kristen Ashbeck

Information

SUBJECT:

Consider Funding Allocations for the 2022 Community Development Block Grant (CDBG) Program Year, and Set a Public Hearing for Adoption of the 2022 Annual Action Plan for July 20, 2022

RECOMMENDATION:

Staff recommends approval of the 2022 CDBG allocation as discussed at City Council's May 16, 2022 workshop.

EXECUTIVE SUMMARY:

City Council will consider which activities and programs to fund for the Community Development Block Grant (CDBG) 2022 Program Year. The City will receive \$421,451 for the 2022 Program Year that will begin once the 2022 Annual Action Plan has been completed and funds have been released by the Department of Housing and Urban Development (HUD). In addition, remaining unexpended funds from a previous program year in the amount of \$20,000 will be reallocated with the 2022 Program Year funds.

At this meeting, the City Council will receive public input on the recommended 2022 CDBG allocation, decide on final funding allocations for specific projects, and set a hearing date for the adoption of the 2022 Annual Action Plan.

BACKGROUND OR DETAILED INFORMATION:

Background

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City's 2022 Program Year will begin once the 2022 Annual Action Plan has been

completed and funds have been released by the Department of Housing and Urban Development (HUD). Applications for funding were solicited and received by the City in March after a workshop was held with potential applicants. The City has received grant requests of \$514,343 from outside agencies and has identified City Public Works projects totaling \$260,000 in grant requests (excluding \$25,000 administration funding requested). The City will receive \$421,451 for the 2022 Program Year and has \$20,000 of unexpended funds from a previous program year for a total of \$441,451 to be allocated.

Summary of Recommended Funding

On May 16, 2022, City Council met in a workshop to discuss the funding requests and recommended funding for the projects summarized in Attachment 1. The final funding decision will be made by the City Council at its meeting on June 15, 2022 and final adoption of the 2022 Program Year Annual Action Plan will occur at the July 20, 2022 City Council meeting.

Based on allocations in previous years, the initial estimate of the City's 2022 CDBG allocation was \$450,000. The City received information from HUD shortly before the May 16, 2022 workshop that the actual allocation had been reduced to \$421,451. Consequently, at the May 16, 2022 workshop City Council decided to fully fund priority projects with a combination of general and/or capital funds and CDBG funds, as needed, rather than partially fund a project. This split funding would affect two projects proposed to be funded, including the Housing Resources of Western Colorado Housing Counseling project (\$5,717 CDBG, \$4,283 General Fund) and the Safe Neighborhood Route 27 Road South of Highway 50 project (\$99,501 CDBG, \$40,499 Capital Funds).

HUD CDBG Guidelines and Evaluation Criteria

The CDBG program has several funding criteria that are important to consider when evaluating which projects the City can fund with its 2022 allocation, as follows:

- 1) Administration activities may not exceed 20% of Program Year allocation
- 2) Human Services activities may not exceed 15% of Program Year, less the amount of outstanding obligated funds
- 3) Applications for CDBG funding will be judged by the criteria below:
 - A) Proposed project meets National Objectives:
 - Benefits low and moderate income persons;
 - Eliminates or prevents slum or blight; or
 - Addresses an urgent community need (usually a natural disaster)
 - B) Proposed project is eligible and meets the City's Five-Year Consolidated Plan Goals:
 - Need for non-housing community development infrastructure
 - Need for affordable housing

- Needs of the homeless
- Needs of special needs populations and other human services

C) Ability of the applicant to complete the project: Agency capacity, history of performance, staff level and experience, financial stability

D) Amount requested is consistent with agency needs

FISCAL IMPACT:

The City will receive \$421,451 for the 2022 CDBG Program Year to be used in funding eligible activities and programs. In addition, there are \$20,000 remaining unexpended funds from the 2020 Program Year that will be reallocated with the 2022 Program Year. Two proposed projects will require fund allocation from other funds, as follows:

- Housing Resources of Western Colorado Housing Counseling (\$5,717 CDBG, \$4,283 General Fund)
- Safe Neighborhood Route 27 Road South of Highway 50 project (\$99,501 CDBG, \$40,499 Capital Funds).

SUGGESTED MOTION:

I move to (approve/deny) the proposed funding requests and set a public hearing for adoption of the 2022 Annual Action Plan for July 20, 2022.

Attachments

1. 2022 CDBG Applications Summary CC 061522
2. 2021 CDBG Schedule City Council
3. CDBG PROJECTS BY PROGRAM YEAR 2017 to 2021

SUMMARY OF 2022 FUNDING REQUESTS

PROGRAM ADMINISTRATION – Cannot Exceed 20% of Allocation (\$90,000)

1: City CDBG Administration

The City allocated \$25,000 2021 CDBG funds for general administration of the program, the majority of which be expended by September 2022. The 2022 program year will incur typical staff time from previous years to cover a portion of staff salary, training, advertising, and HUD reporting requirements.

Funds Requested: \$25,000

Funds Leveraged: \$0

Recommended Funding: \$25,000

SERVICES PROJECTS – Cannot Exceed 15% of Allocation (\$60,600)

2: Housing Resources of Western Colorado (HRWC) – Housing Counseling and Support

The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement. CDBG funds are requested for general administration of the Housing Counseling and Education program including salaries and administrative costs of the counseling. HRWC has received multiple grants in the past for emergency housing repairs but has not requested funds for this purpose.

Funds Requested: \$10,000

Funds Leveraged: \$89,448

CDBG Recommended Funding: \$5,717

General Fund Recommended Funding: \$4,283

FUNDING CONCERNS: None

3: Housing Resources of Western Colorado (HRWC) – Housing Counseling and Support

The mission of HRWC is to advance equitable housing and create healthy communities by educating and empowering people and creating, improving and maintain homes. Primary programs are property management, weatherization, self-help homeownership, housing rehabilitation, housing counseling and education and community building and engagement. CDBG funds are requested to continue to maintain housing stability for families in the community when faced with the possibility of eviction or foreclosure. Funds would be used to provide emergency payments. HRWC received a CDBG CV-3 grant for this purpose but two-thirds of that grant has expended.

Funds Requested: \$10,000

Funds Leveraged: \$89,448

Recommended Funding: \$10,000

FUNDING CONCERNS: None

4: Karis, Inc. – The House Residential Staff

Karis provides housing and service to homeless youth ages 13-24. Karis operates The House, Zoe House, Bonnie's House and Laurel House. CDBG funds are requested for a residential staff at The House. In the past, Karis has used volunteers to fill shifts. However, there has been a shortage of volunteers due to the pandemic. Residential staff will cover daytime hours that cannot be filled volunteers and provided services such as counseling, preparing meals, games and activities. Karis, Inc. has received multiple grants in the past with the most recent being a 2021 grant of \$40,000 to remodel The House which has not been expended.

Funds Requested: \$15,000

Funds Leveraged: \$0

Recommended Funding: \$0

FUNDING CONCERNS: This type of salary is not an eligible CDBG activity.

5: Habitat for Humanity – Purchase Truck to Transport Donations to Home Store

The mission of Habitat for Humanity is to construct simple, affordable, and decent housing in partnership with families, volunteers, and the community for those in need. Habitat builds 4 new affordable, single-family homes per year. Revenue from the habitat ReStore covers all operation costs and provides income for the building of additional homes. CDBG funds are requested to purchase a new truck to be used to pick up donations and delivered to the Habitat ReStore. Habitat for Humanity has not received a recent CDBG grant.

Funds Requested: \$25,000

Funds Leveraged: \$0

Recommended Funding: \$0

FUNDING CONCERNS: No direct benefit to low- and moderate-income persons; therefore, not an eligible CDBG activity.

6: Counseling and Education Center (CEC) - Low Income Counseling Services

CEC provides counseling to individuals in crisis or those dealing with difficult emotional issues and ensures access to professional counseling, regardless of income or ability to pay. CDBG funds would provide 175 more sessions of counseling for at least 10 more clients seeking care. CEC has received multiple grants for the same purpose with the most recent being 2021 funds (\$10,000), 70% of which have been expended.

Funds Requested: \$10,000

Funds Leveraged: \$220,830

Recommended Funding: \$10,000

7: Eureka! McConnell Science Museum – Purchase Vehicle to Transport students to the Museum and Enrichment Experiences

Eureka!'s hands-on science programs provide local students over 150,000 STEAM learning hours each year. The programs serve nearly 4,000 students and seek to provide equitable access to educational enrichment and increase opportunities for low-income and underserved youth to participate in hands-on science and outdoor learning experiences. CDBG funds will be used to purchase a transit van, which will increase Eureka!'s ability to serve more low-income and underserved youth that otherwise lack access to transportation necessary for the to participate. Eureka! received a CDBG CV-1 grant to subsidize increased enrollments for low- and moderate-income students during the pandemic. All funds have been expended.

Funds Requested: \$20,000

Funds Leveraged: \$0

Recommended Funding: \$7,800

FUNDING CONCERNS: The vehicle would serve other students outside the City limits or not of low- and moderate-income households so CDBG cannot fund the request entirely.

8: St. Mary's Hospital Foundation – Purchase Food for Meals on Wheels Program

Meals on Wheels serves hot and nutritious lunchtime meals for Mesa County seniors age 60 and older. The program fosters health, independence and wellbeing. Each weekday it produces 500-600 meals from its downtown Grand Junction kitchen. CDBG funds would be used to offset the cost of food for an estimated 10% growth in the program. Meals on Wheels has received CDBG funds in the past but none recently and all previous grants have been expended and closed out.

Funds Requested: \$15,000

Funds Leveraged: \$400,000

Recommended Funding: \$15,000

FUNDING CONCERNS: None

9: Riverside Educational Center (REC) – Bookcliff Middle School After School Program Transportation

Riverside Educational Center provides structured tutoring and educational enrichment activities in the after-school hours and beyond for Mesa County students in grades 1-12, in order to improve academic achievement and foster positive social and emotional development. REC provides transportation home for students enrolled in REC programming at Bookcliff Middle School. CDBG funds would be used to purchase a 14-passenger bus for this purpose. REC received a 2021 grant for the same purpose for Chipeta Elementary School which has been expended and the project closed out.

Funds Requested: \$17,060

Funds Leveraged: \$0

Recommended Funding: \$7,800

FUNDING CONCERNS: 50% of the students served reside in the City limits; therefore, as requested by REC, CDBG can only fund 50% of the cost.

10: Mesa County Partners – Purchase Vehicle for Western Colorado Conservation Corps (WCCC)

Mesa County Partners provides on-to-one mentoring that recruits, trains, and supervises adult volunteers who are matched with high-risk youth. Partners also supervises juvenile offenders in performing court-ordered community service as well as the operates the Western Colorado Conservation Corps (WCC). CDBG funds are requested to purchase a vehicle to transport WCCC members to area projects. Partners received a 2021 grant for the same purpose which has been expended and the project closed out.

Funds Requested: \$40,000

Funds Leveraged: \$0

Recommended Funding: \$0

FUNDING CONCERNS: None

CAPITAL IMPROVEMENTS PROJECTS

11: Housing Resources of Western Colorado (HRWC) – Critical Home Repair Program

HRWC provides low-moderate income residents with 24-hour Critical Home Repair Program. CDBG funds would be used to provide labor and materials/equipment for repairs/improvements including pest infestations, roof repair, HVAC repair, correcting carbon monoxide issues, frozen pipes and electrical problems. Expenditures are typically \$300 to \$500 per household so the program would expect to fund 20 households with the CDBG funds. HRWC has received many grants in the past, most recently a 2021 grant for \$10,000 for this purpose which has not yet been expended.

Funds Requested: \$10,000

Funds Leveraged: \$ 0

Recommended Funding: \$10,000

FUNDING CONCERNS: None

12: Housing Resources of Western Colorado (HRWC) – Emergency Repair for Mobile Homes

The Single-Family Owner-Occupied Housing Rehabilitation Program removes deficiencies or health and safety hazards, corrects substandard conditions, corrects violations of local housing codes, improves accessibility, and improves energy efficiency for owner occupied housing. HRWC's program through Department of Housing has a gap in the overall funding due to HOME funding restrictions that do not allow mobile homes on rented lots. City of Grand Junction CDBG funds do allow this housing type. Emergency repair grants are for manufactured housing on rented lots and shall not exceed \$10,000 per applicant or 50% of its value with the cap being \$10,000. A home repair will improve the community blighted housing stock reducing the client's' chance of

becoming homeless from a substandard unit. HRWC has received many grants in the past, most recently a 2021 grant for \$25,000 for this purpose, 30% of which has been expended.

Funds Requested: \$25,000

Funds Leveraged: \$3,000

Recommended Funding: \$25,000

FUNDING CONCERNS: None

13: STRiVE – Group Homes and Wood Shop Rehabilitation

STRiVE provides a variety of support for Mesa County residents with intellectual/developmental disabilities and their families. Services include group homes, vacation and day programs, supported living and family support and infant/toddler early intervention. CDBG funds would be used to replace air conditioning units in two group homes that house a total of 16 individuals and a new heater at the Wood Shop which employs STRiVE clients. Locations are 2746 Olson Avenue, 680 29-1/2 Road and 2850 Chipeta Avenue which are all in the City limits. STRiVE has received numerous grants in the past, most recently a 2021 grant of \$7,942 for repair of an accessible multi-passenger van which has been expended and the project closed out.

Funds Requested: \$76, 222

Funds Leveraged: \$0

Recommended Funding: \$76,222

FUNDING CONCERNS: None

14: Hilltop Community Resources – Bacon Campus Community Resource Building Roof

Hilltop has been serving individuals and families in Western Colorado since 1950 with an array of programs and services that cover the lifespan from pre-natal health care access to assisted living. The Bacon Campus has been home to housing and services for brain-injured persons with 130 residents. CDBG funds would be used for roofing repairs on the Community Resource building on the campus that includes the dining hall, kitchen, staff and nursing offices, meeting room and life skills training area. Hilltop has received numerous CDBG grants in the past but none recently. All other grants have been expended and projects closed out.

Funds Requested: \$39,871

Funds Leveraged: \$0

Recommended Funding: \$39,871

FUNDING CONCERNS: None

15: City of Grand Junction on Behalf of Centro Colorado – Riverside Building and Site Remodel

Centro's programs focus on providing quality, comprehensive education services to families, including the Head Start program that prepares at-risk children for success in school and life. Centro is currently serving 226 children from 178 families. Centro is leasing the former Head Start building in Riverside from the City. Therefore, CDBG funds used for renovation must be granted to the City rather than Centro and the City

must approve of proposed changes to the buildings and the site. Proposed renovations include adding stucco to the exterior and replacing an ADA ramp at the older building, establishing xeric landscaping on the site, and upgrading the playground.

Funds Requested: \$79,650

Funds Leveraged: \$19,850

Recommended Funding: \$0

FUNDING CONCERNS: Need more detailed information on renovations with estimates, including any hazardous material remediation and a landscape Plan for the new design which were not provided with the application. Suggest Centro continue to work with the City and re-apply for funding assistance.

16: Grand Valley Catholic Outreach (GVCO) – Soup Kitchen Parking Lot Resurface

GVCO operates 12 core programs to meet the needs of those in distress including financial aid to prevent homelessness, transitional or permanent housing, the Outreach Day Center and the Soup Kitchen. The latter is used for administration and counseling offices, a clothing bank, emergency food bank the soup kitchen offering lunch time meal 6 days/week. CDBG funds are requested to resurface the parking lot at the Soup Kitchen. GVCO has received several grants in the past, most recently a 2021 grant in the amount of \$50,000 for preconstruction costs for the Mother Teresa project, 10% of which have been expended.

Funds Requested: \$50,000

Funds Leveraged: \$1,150

Recommended Funding: \$0

FUNDING CONCERNS: None

17: HomewardBound of the Grand Valley – Pathways Security System

HomewardBound provides emergency shelter for up to 270 individuals per night, with each guest having access to a clean bed, meals, showers/toiletries, clothing and a safe place to stay during the day. CDBG funds are requested to improve the security system at the Pathways Family Shelter. HomewardBound has received multiple grants in the past with the most recent being a 2021 grant of \$40,000 for the same purpose at the Community Homeless Shelter which has not been expended.

Funds Requested: \$49,864

Funds Leveraged: \$0

Recommended Funding: \$49,864

FUNDING CONCERNS: None

18: Hilltop Community Resources – Resource Center Fencing

Hilltop has been serving individuals and families in Western Colorado since 1950 with an array of programs and services that cover the lifespan from pre-natal health care access to assisted living. CDBG funds would be used to provide fencing around an

area that has a concrete slab to basketball and grass to improve safety for the youth and families that use the area while participating in Hilltop program activities. Hilltop has received numerous CDBG grants in the past but none recently. All other grants have been expended and projects closed out.

Funds Requested: \$19,676

Funds Leveraged: \$10,000

Recommended Funding: \$19,676

FUNDING CONCERNS: None

19: City of Grand Junction – Safe Neighborhood Route 27 Road South of Highway 50

Expand the SRTS improvements along 27 Road to complete a connected corridor south of US Highway 50. North section was previously approved. Construct 620 feet of curb, gutter and sidewalk and 2 accessible ramps.

Funds Requested: \$140,000

Funds Leveraged: \$16,233

CDBG Recommended Funding: \$99,501

Capital Funds Recommended Funding: \$40,499

FUNDING CONCERNS: The City would need to budget for \$40,499 capital improvements plan to complete this project.

20: City of Grand Junction – Safe Routes to School Rocket Park Crosswalk

Provide a safe, accessible crossing of Orchard Avenue to provide access to Rocket Park, GVT stops and nearby schools. Construct 120 feet of curb, gutter and sidewalk, 2 accessible ramps and 1 crosswalk.

Funds Requested: \$40,000

Funds Leveraged: \$0

Recommended Funding: \$40,000

FUNDING CONCERNS: None

21: City of Grand Junction – 12th Street Near Wellington Avenue Pedestrian Crossing

Important to GVT Route 1 access. Install 2 accessible ramps, 1 crosswalk and a yellow-flashing signal. Mid-block crosswalk to heavily used walking/ADA route to medical services, commercial services.

Funds Requested: \$80,000

Funds Leveraged: \$0

Recommended Funding: \$0

FUNDING CONCERNS: Lower priority project.

**CITY OF GRAND JUNCTION
2021 CDBG PROGRAM YEAR SCHEDULE**

By January 29	Mail/Email flyer re: February 11 Application Workshop
Thursday February 11	2021 Application Workshop
March 22 5:00 pm	Deadline for 2021 CDBG Applications
March 23-April 9	Staff Review of Applications
May 3	Draft Grand Valley Housing Needs Assessment, Analysis of Impediments to Fair Housing Choice (AI) and Consolidated Plan
May 3	Staff report summarizing Consolidated Plan, AI, LEP and 2021 applications and reviewing CDBG eligibility requirements of new applications available to City Council.
May 17	Council Workshop or Special Meeting – Review Consolidated Plan and 2021 Applications/make funding recommendations.
June 16	City Council Public Hearing Decision on project funding for Annual Action Plan
June 19 – July 19	30-Day Public Review Period for 5-Year Consolidated Plan, AI and 2021 Annual Action Plan
July 21	City Council Public Hearing Final Acceptance of 5-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice and 2021 Action Plan recommended by Council at June meeting
By July 23	Submit 5-Year Consolidated Plan, Analysis of Impediments to Fair Housing Choice and 2016 Action Plan to HUD (45 day review required)
Summer	Environmental Review for 2021 Activities and Award Letter to Subrecipients
September	Receive HUD Approval and Begin 2021 Program Year
November 30 th	2020 Consolidated Annual Performance and Evaluation Report (CAPER) Due to HUD

CDBG PROJECTS BY PROGRAM YEAR 2017-2021

2017 Program Year – All Projects Completed

- CDBG Program Administration - \$25,000
- Predevelopment Engineering Costs for Economic Development - \$50,000
- Karis, Inc. Integrated Mental Health Services - \$10,400
- HomewardBound of the Grand Valley Food Purchase - \$15,000
- St. Mary's Gray Gourmet Program Food Purchase - \$16,000
- Counseling and Education Center Low Income Counseling - \$6,000
- Marillac Clinic Purchase Dental Diagnostic Equipment – \$10,685
- Grand Valley Catholic Outreach Day Center Renovation - \$55,788
- Housing Resources Critical Home Repair Program - \$22,500
- Bookcliff MS/Community Center Pedestrian Improvements - \$42,000
- Nisley Elementary School Safe Routes to School - \$80,000

2018 Program Year – All Projects Completed

- CDBG Program Administration - \$25,000
- GJHA Predevelopment Engineering Costs - \$20,000
- Karis, Inc. Integrated Mental Health Services - \$8,547
- HopeWest PACE Center Accessible Exam Tables - \$7,000
- Partners Van Purchase - \$10,000
- St. Mary's Gray Gourmet Program Food Purchase - \$4,000
- Counseling and Education Center Low Income Counseling - \$4,000
- STRIVE Audyssey Autism Clinic - \$4,000
- Hilltop Bacon Campus Fire Safety - \$20,000
- HomewardBound Homeless Shelter Roof - \$39,371
- Partners WCCC Building Rehabilitation - \$3,800
- The Arc Program Office Accessibility Improvements – \$19,740
- Center for Independence Accessible Gardens - \$4,700
- Riverside Park Improvements - \$25,000
- Grand Avenue at 9th and 10th Streets Improvements - \$60,000
- Pinyon Avenue 13th to 15th Improvements - \$60,000
- Downtown Residential – Replace Lead Water Lines - \$20,000
- Karis, Inc. Purchase Youth Drop-In Day Center - \$14,370

2019 Program Year – All Projects Completed

- CDBG Program Administration - \$25,000
- CEC Low Income Counseling - \$10,000
- HomewardBound Services Improvements - \$22,300
- Marillac Clinic Medical Exam Room Upgrades - \$8,661
- Riverside Educational Center Van Purchase - \$12,700
- STRIVE Audyssey Autism Clinic - \$7,500
- HomewardBound Exterior Client Space Improvements - \$26,000
- Garden Village Apartments Window Replacement - \$97,274
- Karis Inc. Appliances for The Home – \$22,100
- Partners Program Office Roof Replacement - \$35,000
- Western Slope Center for Children Office Improvements - \$31,500
- Downtown Residential – Replace Lead Water Lines - \$20,000
- Lighting Improvements in Neighborhood Parks - \$9,220
- ADA Accessibility Improvements - \$24,000
- B Road / Mesa View Elementary Safe Routes to School - \$95,000

- B-1/2 and 27-1/2 Safe Neighborhood Route - \$40,000
- Lorey Drive from Westlake Park to 1st Street - \$75,000

2020 Program Year – All Projects Completed Except as Noted

- CDBG Program Administration - \$75,000
- CEC Low Income Counseling - \$10,000
- HomewardBound Services Improvements - \$25,000
- HopeWest Youth Grief Program - \$10,000
- Marillac Clinic Dental Equipment - \$8,661
- Hilltop Latimer House Transportation - \$13,000
- HomewardBound Shelter Remodel - \$20,000
- STRIVE Wood Shop and Group Home Remodels - \$20,559
- GJHA Linden Pointe Rehabilitation - \$54,000
- Community Food Bank Roof Replacement - \$15,000
- Karis Inc. Housing Rehabilitation - \$40,000
- HRWC Emergency Home Repair - \$15,000 (underway)
- Elm Ave 28-28-1/4 Safe Routes to School - \$120,000 (underway)
- West Lake Park Improvements - \$25,374

2021 Program Year – All Projects Underway (unless noted completed)

- CDBG Program Administration - \$25,000
- CEC Low Income Counseling - \$10,000
- HopeWest Extended Caregiver Support - \$10,000
- STRIVE Vehicle Acquisition - \$7,942
- REC Chipeta Elementary Transportation - \$27,000 (Completed)
- Partners WCCC Vehicle Acquisition - \$14,468 (Completed)
- HomewardBound Shelter Remodel - \$40,000
- GVCO Mother Teresa Pre-Construction Costs - \$50,000
- MindSprings Health Oasis Rehabilitation - \$29,788
- Karis, Inc. The House Remodel - \$40,000
- HRWC Mobile Home Repair - \$25,000
- HRWC Critical Home Repair - \$10,000
- 27 Road Unaweeep to B ¾ Road Safe Routes to School - \$180,359



Grand Junction City Council

Regular Session

Item #4.a.ii.

Meeting Date: June 15, 2022
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: Jamie B. Beard

Information

SUBJECT:

An Ordinance Amending the Grand Junction Municipal Code Regarding Forestry Board Appointments

RECOMMENDATION:

Conduct a public hearing on June 15, 2022 and adopt and approve the Ordinance.

EXECUTIVE SUMMARY:

The Forestry Board will be expanded to include seven members with elimination of alternate member appointments.

BACKGROUND OR DETAILED INFORMATION:

Presently, the Board has five members and two alternates. The Board desires to expand to seven members, with five of the seven having certain educational or work experience, as described in the Code, and two members being lay people. There will be no alternate members. The Board is interested in seeking additional technical expertise on the Board and resolving, by abolishing alternate memberships on the Board, any uncertainty about the roles and responsibilities of alternates, as or will be consistent with the bylaws of the Board as amended, increasing the membership of the Board to seven members to help it fulfill its mission.

If the ordinance is adopted as proposed, amendments to the Bylaws of the Forestry Board are necessary to reflect the changes to the Code.

FISCAL IMPACT:

This action has no direct fiscal impact.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5077 amending Section 2.36.010 of the Grand Junction Municipal Code pertaining to the composition of the Forestry Board on final passage and order publication in pamphlet form.

Attachments

1. BDOC 16 Bylaws - Forestry Board track changes
2. BDOC 16 Bylaws - Forestry Board clean
3. ORD-Forestry to Seven 052522

Bylaws of the City of Grand Junction Forestry Board

Article 1 — Purpose, Board, Place of Business

A. The Grand Junction Forestry Board reviews and determines professional qualifications and competence to engage in the business of cutting, trimming, pruning, spraying or removing trees. The Board, in accordance with City ordinances, gives written, oral and practical license examinations and issues licenses to qualified applicants. In addition, the Forestry Board serves in an advisory capacity to the Parks and Recreation Department Forestry Division by making recommendations to the City Council for the adoption of rules and regulations pertaining to the tree service business in the City. The Board may hear complaints from citizens relating to the tree service business. The Board may engage in community outreach and education in the area of trees and the urban forest.

B. The business and affairs of the Forestry Board shall be managed by a seven ~~five (75)~~ member board ~~with up to two (2) alternate members~~, appointed by the Grand Junction City Council. Service on the Board shall be consistent with these bylaws and the ordinances adopted by the City Council for the Forestry Board. ~~Alternate members shall serve when a vacancy occurs. Alternate members shall be designated "first alternate" and "second alternate" and shall be caused to setve in order.~~

C. The Forestry Board shall meet monthly on a date determined by the Board at a designated location.

Article 2 — Ethical Conduct

Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

Article 3 — Appointment of Members

A. The Grand Junction Forestry Board shall consist of seven ~~five~~ (75) voting members ~~and up to two alternates who shall be appointed by the City Council~~

B. Composition and selection:

1. The members of the Board shall be appointed by the Grand Junction City Council for individual terms of three (3) years.
2. Members shall be selected without regard to race, color, religion, sex, age, sexual orientation, national origin, marital status, or physical handicap.
3. ~~Five~~Three (53) of the ~~seven~~five (75) voting members ~~and at least one alternate~~ shall be selected from any of the following categories: professional arborist, nursery professional, landscape designer, pesticide applicator or otherwise trained or certified in a plant health industry. One member should be a representative of the Colorado State Forest Service if possible. Two (2) of the members of the Board may be lay persons.
4. A representative of the City Parks and Recreation Department Forestry Division shall be a non-voting member of the Board and shall act as or designate a secretary of the Forestry Board. The City Financial Operations Director or his/her designee shall act as treasurer of the Board.

C. If requested by the Grand Junction City Council, the Board shall make a recommendation to the appointing body as to the expertise needed. The appointing body may consider this recommendation when making appointments.

Article 4 — Vacancies

Vacancies to the Forestry Board shall be filled in the manner set forth herein, following policies and procedures set forth by the City Council for the recruitment of potential candidates,

Article 5 — Officers

A. At the first meeting of the Forestry Board each calendar year, members of the Board shall elect a chairperson and a vice-chairperson. Election of officers shall be held annually.

B. The chair shall be a member of the Board, serve as head of the Board and preside at meetings of the Board. In the absence of the Board chairperson, the vice-chairperson shall preside at the Board meeting and perform the duties of the chair and when so acting, shall have the authority and duties of the chair.

C. The secretary shall record the affairs of the Board and shall see to the correspondence of the Board.

Article 6 — Terms, Conditions

A. The term of each individual board member shall be three (3) years and the terms shall be staggered. Members shall serve until their successors have been appointed. A Board member may be appointed for two terms. An appointment to fill a partial term shall only be for the remainder of the full term. ~~Alternates may be appointed to fill vacancies at the discretion of the Grand Junction City Council. Time served as an alternate does not impact a board member's ability to serve two full terms.~~

B. A majority of the total members of the Board may recommend to the City Council that a member be removed upon such member's failure to routinely attend the meetings of the Board or to participate in the work and mission of the Board.

C. A member of the Board that is unable to attend meetings or has missed three (3) consecutive meetings may be asked, in writing, to resign from the Board. A special meeting will be scheduled for the purpose of discussing the request with all Board members in attendance.

Article 7 — Conflicts, Compensation, Expenses

A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

B. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

Article 8 — Meetings, Notice, Open Meetings

A. Regular meetings shall be held at least once a month, at the place designated by the Board. Regular meetings may be canceled at the discretion of the Board.

B. Any member may call a special meeting and it shall then be the duty of the secretary to cause notice of such meeting to be properly given. Special meetings may be held at any place within the City of Grand Junction.

C. Notice of any meeting of the Board, including the purpose thereof, shall be made in writing to each member by mail, facsimile, or e-mail at least 72 hours before the scheduled meeting. Attendance by a member at any meeting of the Board shall be acceptance of notice by him/her of the time, place, and purpose thereof. Any lawful business of the Board may be transacted at any meeting for which proper notice has been given.

D. Any meeting may be held by telephone or video conference call upon arrival of a majority of the Board.

E. Affairs of the Board shall be governed by the Open Meetings Law and the Open Records Act, as amended, including but not limited to the posting of notices, designating annually the location for the posting of notices, and the taking of minutes.

Article 9 — Quorum

A majority of the voting members of the Board shall constitute a quorum for the transaction of business; however, if at any meeting a quorum is not present and available to vote, a majority of those present may adjourn the meeting. ~~Alternate members shall be considered in determining a quorum.~~ The act of a majority of the members present at a meeting in which a quorum is present shall be the act of the Board.

Article 10 — Contracts, Expenditures

The Board and its members do not have authority to bind the City, unless the City Council has specifically granted such authority in writing. Authority to bind the City shall be limited to the specific act(s) described in such writing. Expenditures on behalf of the Board and its work shall be granted such authority exclusively through the City Finance Department.

Article 11 — Notices

Any notice of claim, demand or other legal process served on or received by the Board or any of its members should be immediately delivered to the City Clerk or the City Attorney.

Article 12 — Legal Advice, Finances and Insurance

The City Attorney shall serve as the legal advisor for the Board. The City's Financial Operations Director shall serve as the treasurer for the Board. The City's insurance provides coverage for its volunteers and will defend members of the Board against losses, costs and expenses, including legal counsel fees, reasonably incurred by reason of his/her being or having been a member of the Board, so long as the member's actions are not malicious, criminal, or with deliberate intent to violate a law or regulation or with intent to injure. A Board member shall immediately contact the City Attorney if such losses, cost or expenses arise or if there are any questions about coverage.

Article 13 — Amendment of the Bylaws

The Board may, by the affirmative vote of a majority of its members, amend or alter the bylaws of the Board provided that no such alteration or amendment by the Board shall increase the powers of the Board or expose the City to any additional liabilities, responsibilities or expenses. The secretary of the Board, or any member, shall send a copy of proposed changes to the bylaws to the City Clerk prior to adoption by the Board.

Adopted by the City Council this 1st day of June 2022.

Anna M. Stout
President of City Council

Attest:

City Clerk

Bylaws of the City of Grand Junction Forestry Board

Article 1 — Purpose, Board, Place of Business

A. The Grand Junction Forestry Board reviews and determines professional qualifications and competence to engage in the business of cutting, trimming, pruning, spraying or removing trees. The Board, in accordance with City ordinances, gives written, oral and practical license examinations and issues licenses to qualified applicants. In addition, the Forestry Board serves in an advisory capacity to the Parks and Recreation Department Forestry Division by making recommendations to the City Council for the adoption of rules and regulations pertaining to the tree service business in the City. The Board may hear complaints from citizens relating to the tree service business. The Board may engage in community outreach and education in the area of trees and the urban forest.

B. The business and affairs of the Forestry Board shall be managed by a seven (7) member board, appointed by the Grand Junction City Council. Service on the Board shall be consistent with these bylaws and the ordinances adopted by the City Council for the Forestry Board.

C. The Forestry Board shall meet monthly on a date determined by the Board at a designated location.

Article 2 — Ethical Conduct

Board members shall comply with the City of Grand Junction Resolution No. 79-06, and as subsequently amended, which establishes ethical standards for members of the City's boards, commissions and similar groups.

Article 3 — Appointment of Members

A. The Grand Junction Forestry Board shall consist of seven (7) voting members.

B. Composition and selection:

1. The members of the Board shall be appointed by the Grand Junction City Council for individual terms of three (3) years.

2. Members shall be selected without regard to race, color, religion, sex, age, sexual orientation, national origin, marital status, or physical handicap.

3. Five (5) of the seven (7) voting members shall be selected from any of the following categories: professional arborist, nursery professional, landscape designer, pesticide applicator or otherwise trained or certified in a plant health

industry. One member should be a representative of the Colorado State Forest Service if possible. Two (2) of the members of the Board may be lay persons.

4. A representative of the City Parks and Recreation Department Forestry Division shall be a non-voting member of the Board and shall act as or designate a secretary of the Forestry Board. The City Financial Operations Director or his/her designee shall act as treasurer of the Board.

C. If requested by the Grand Junction City Council, the Board shall make a recommendation to the appointing body as to the expertise needed. The appointing body may consider this recommendation when making appointments.

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Vacancies to the Forestry Board shall be filled in the manner set forth herein, following policies and procedures set forth by the City Council for the recruitment of potential candidates.

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A. At the first meeting of the Forestry Board each calendar year, members of the Board shall elect a chairperson and a vice-chairperson. Election of officers shall be held annually.

B. The chair shall be a member of the Board, serve as head of the Board and preside at meetings of the Board. In the absence of the Board chairperson, the vice-chairperson shall preside at the Board meeting and perform the duties of the chair and when so acting, shall have the authority and duties of the chair.

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B. A majority of the total members of the Board may recommend to the City Council that a member be removed upon such member's failure to routinely attend the meetings of the Board or to participate in the work and mission of the Board.

C. A member of the Board that is unable to attend meetings or has missed three (3) consecutive meetings may be asked, in writing, to resign from the Board. A special meeting will be scheduled for the purpose of discussing the request with all Board members in attendance.

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A. No compensation shall be paid to any member of the Board for his/her services. The Board shall not enter into any contract with any member or pay or authorize any remuneration to any member. The rules and requirements of the City Charter and state law that apply to volunteer board members regarding conflicts of interest, disclosure, gifts and appearances of impropriety, as well as the City Resolution referred to in Article 2, shall apply to each member of the Board.

B. In accordance with the rules and requirements of the City, a member may be reimbursed for his reasonable expenses that are allowed by motion of the Board prior to being incurred. Expenses so authorized must be incurred in the performance of the Board member's duties. All such expenses shall be paid with Board funds.

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The Board may, by the affirmative vote of a majority of its members, amend or alter the bylaws of the Board provided that no such alteration or amendment by the Board shall increase the powers of the Board or expose the City to any additional liabilities, responsibilities or expenses. The secretary of the Board, or any member, shall send a copy of proposed changes to the bylaws to the City Clerk prior to adoption by the Board.

Adopted by the City Council this 1st day of June 2022.

Anna M. Stout
President of City Council

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE GRAND JUNCTION MUNICIPAL CODE
REGARDING THE GRAND JUNCTION FORESTRY BOARD MEMBERSHIP**

RECITALS:

By and with this Ordinance the City Council amends the Grand Junction Municipal Code (GJMC or Code) to provide for the appointment of two additional members to the Grand Junction Forestry Board.

The Forestry Board (Board) was first established in 1914 and has been involved with the protection and management of the urban forest since then. The Board's purposes include acting as a reviewing body for determining professional qualifications and competence and licensing to engage in the business of cutting, trimming, pruning, spraying, or removing trees, making recommendation to the City Council for the adoption of rules and regulations pertaining to the tree service business in the City, and investigating complaints relating to tree service businesses and the practice of arboriculture.

Presently, the Board has five members and two alternates. The Board desires to expand to seven members, with five of the seven having certain educational or work experience, as described in the Code, and two members being lay people. There will be no alternate members. The Board is interested in seeking additional technical expertise on the Board and resolving, by abolishing alternate memberships on the Board any uncertainty about the roles and responsibilities of alternates, as or will be consistent with the bylaws of the Board as amended, increasing the membership of the Board to seven members to help it fulfill its mission.

At the ____ 2022 meeting the City Council considered this Ordinance and determined that amendment of the Code is necessary and proper and does for those reasons does adopt and approve this Ordinance as follows.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
GRAND JUNCTION, COLORADO:**

Section 2.36.010 of the Grand Junction Municipal Code is amended as shown (deletions ~~struck through~~; additions underlined):

2.36.010 Created – Composition – Terms - Officers.

(a) There is hereby created a board to be known as the Forestry Board. The Board shall be composed of ~~five~~ seven members and ~~up to two alternate members~~ who shall be appointed by the City Council. The Board shall include ~~three~~ five persons selected from the following categories: professional arborist, nursery professional, landscape designer, pesticide applicator, otherwise trained or certified in a plant health industry

47 and include a representative of the State Forest Service if possible. The other two
48 members of the board may be lay persons. ~~The alternate members shall otherwise have~~
49 ~~the qualifications of other members of the Board and at least one of the alternates shall~~
50 ~~be selected from the categories listed: professional arborist, nursery professional,~~
51 ~~landscape designer, pesticide applicator, or otherwise trained or certified in a plant~~
52 ~~health industry. Each alternate member shall attend all meetings and shall serve during~~
53 ~~the temporary unavailability, including recusal, of any regular Board member as may be~~
54 ~~necessary or required. The alternate member, in addition to other duties prescribed by~~
55 ~~this code, shall be allowed to vote in the absence of a regular member. Terms of service~~
56 ~~shall be three years. When a regular member resigns, is removed or is no longer~~
57 ~~eligible to hold a seat on the Board, the City Council may or may not select an alternate~~
58 ~~to fill the vacancy if the alternate meets the same qualifications as the member to be~~
59 ~~replaced. If an alternate fills a seat of a regular member, then the City Council shall then~~
60 ~~name a replacement alternate. A chairperson and a vice-chairperson shall be elected~~
61 each year and vacancies owing to death or resignation shall be filled by appointment for
62 the unexpired term.

63
64
65 All other provisions of Chapter 2.36 of the Grand Junction Municipal Code shall remain
66 in full force and effect.

67
68 Introduced on first reading the 1st day of June 2022 and ordered published in pamphlet
69 form.

70
71 Adopted on second reading this 15th day of June 2022 and ordered published in
72 pamphlet
73 form.

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75
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77 _____
78 Anna M. Stout
79 President of the Council

80 ATTEST:

81
82
83 _____
84 Amy Phillips
85 City Clerk