CITY OF GRAND JUNCTION

MUNICIPAL CODE

Volume IV

A Codification of the Intergovernmental Agreements and Adopted Policies

of the City of Grand Junction, Colorado

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INTRODUCTION

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41.04.010 Purchasing manual introduction.

(a) All purchases made on behalf of the City of Grand Junction shall be made in accordance with and conforming to the rules and regulations as published in the revised City of Grand Junction Purchasing Manual ("manual") dated January 16, 2012 by Resolution 04-12, January 16, 2012.

(b) The forms and processes described herein can be modified with approval of the City Manager, but such changes shall not affect the competitive bidding and approval requirements.

(Res. 04-12 (§ 1.1), 1-16-12)

41.04.020 Foreword.

The Purchasing Division has prepared this manual for use by all departments and divisions of the City of Grand Junction. The purpose of this manual is to establish policies and serve as a reference for employees to maximize the value of public funds in procurement and to maintain an ethical, quality procurement system.

From an economic standpoint, competition in public purchasing is an indispensable means for improving the quality of commodity purchases, encouraging innovation among suppliers, increasing the City's latitude of choice and, most importantly, assuring the reasonableness of costs. Competition coupled with standardization and economies of scale will maximize the City's opportunity to obtain the greatest value for the tax dollar.

To develop an effective and efficient procurement program, all personnel involved must work as a cross functional team for the betterment of the City as a whole. Those individuals whose responsibilities require them to become a part of the purchasing cycle must be knowledgeable of the policies and procedures adopted herein as a general framework for ethical procurement practices. The goal is the promotion of the City's best interest through intelligent activities and fair dealing with the vendor community.

(Res. 04-12 (§ 1.2), 1-16-12)

41.04.030 Purpose of manual.

The purpose of this manual is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds, to codify and standardize the City's purchasing rules and regulations for orderly and efficient administration, to provide safeguards for maintaining a procurement system of quality and integrity, and to foster effective, broad-based competition within the free enterprise system.

All City of Grand Junction employees shall familiarize themselves with the regulations set forth and shall adhere to the policies and practices established herewith. The City Manager reserves the right to waive regulations established in this manual if it is determined to be in the best interest for the City of Grand

Junction. The City Council shall be notified by the City Manager of any exceptions to purchasing regulations, as delineated in the procedures herein.

This manual has been prepared to establish policy and serve as a reference for those employees delegated purchasing authority in the name of the City of Grand Junction. Detailed explanations of individual department responsibility and role in the procurement function are included within this manual, as well as in other written purchasing procedures as they are developed.

(Res. 04-12 (§ 1.3), 1-16-12)

41.04.040 Centralization of procurement authority.

Except as otherwise provided herein, all rights, power, duties and authority relating to the procurement of supplies, services and construction are vested in the Purchasing Division. The sale and disposal of supplies and equipment are also the responsibility of Purchasing Division. Authority may be delegated only by the Purchasing Division with approval of the Financial Operations Manager and the City Manager within the parameters established in this manual.

(Res. 04-12 (§ 1.4), 1-16-12)

41.04.050 Applicability.

This purchasing policy shall apply to the procurement of all materials, equipment, construction and services required by the City. Purchases subject to contracts between the City and other governmental bodies are excluded. When any procurement involves the expenditure of federal or State funds, the procurement shall be conducted in accordance with any mandatory applicable federal and State laws or regulations.

(Res. 04-12 (§ 1.5), 1-16-12)

41.04.060 Procurement contrary to this manual.

Except as may be otherwise provided by law, it shall be unlawful for any City officer or employee to order or purchase goods and/or services contrary to the policy of this manual. Any procurement or contract so made shall be void and wholly without effect, and shall not be binding upon the City.

(Res. 04-12 (§ 1.6), 1-16-12)

41.04.070 Policy.

(a) Competitive sealed bids or competitive proposals, as appropriate, shall be used to facilitate contracts with nongovernmental contractors for the purchase or lease of goods, services and/or construction in accordance with the limitations of this manual.

(b) The disposal of City tangible personal property shall be through an open competitive process to the extent possible. The City may donate surplus property to other governmental entities or nonprofit organizations, as is in the best interest of the City.

(c) The policy and practices set forth herein are designed to ensure fair and equitable treatment of all persons involved in providing goods, services and/or construction to the City.

(d) It is unlawful to disclose the identity or information derived from competing proposals to any bidder or offeror that might provide an unfair advantage over a competing bidder or offeror.

(e) All City employees are governed by the provisions of this manual whether directly or indirectly involved in a procurement transaction. Violation of these provisions is grounds for disciplinary action, to include termination and criminal action.

(Res. 04-12 (§ 1.7), 1-16-12)

41.04.080 Responsibility.

(a) The City Manager is responsible for the City's purchasing system. This responsibility is delegated to the Purchasing Manager.

(b) The Purchasing Manager is the principal public purchasing official of the City. The Purchasing Manager's responsibilities are as enumerated in this manual (Chapter 41.08 GJMC).

(c) Department Directors are responsible for ensuring their departments' purchasing activities are in accordance with the rules and regulations set forth herein.

(d) Any purchase or contract entered into by an elected or appointed City official, Department Director or employee that violates the rules and regulations defined in this manual shall be the personal and financial responsibility of that individual. Violation of these policies and procedures shall be grounds for disciplinary action, to include termination and/or criminal prosecution.

(Res. 04-12 (§ 1.8), 1-16-12)

41.04.090 Changes.

Any person using this manual is encouraged to comment and/or recommend changes. Address such in writing to the following:

Purchasing Supervisor
Division of Purchasing
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501
(970) 244-1484

(Res. 04-12 (§ 1.9), 1-16-12)

Chapter 41.08

PURCHASING AUTHORITY

Sections:

41.08.010 City Council.
41.08.020 City Manager.
41.08.030 Department Directors.
41.08.040 Purchasing Manager.
41.08.050 Buyer(s).
41.08.060 Division Managers.
41.08.070 Delegations to other City officials.
41.08.080 Purchasing approval limits table.

41.08.010 City Council.

(a) Authority. The responsibility for all purchases made by the City of Grand Junction is held by the City Council. The City Council shall authorize the City Manager to establish procurement rules and regulations for all City personnel.

(Res. 04-12 (§ 2.1), 1-16-12)

41.08.020 City Manager.

(a) Definition. The Council appoints the City Manager by majority vote. The City Manager is the Chief Executive Officer of the City and shall be responsible for the conduct of all City departments. In the absence of the City Manager, the Deputy City Manager shall be responsible for the conduct of all City departments.

(b) Authority. The City Manager shall establish the rules and regulations for the procurement of all goods and services, and such rules and regulations shall be applicable to all City employees. The City Manager and City Council possess the sole authority for any deviation from purchasing regulations. If improper purchasing practices occur, the City Manager may invoke disciplinary action(s) upon the individual, division and/or department. Disciplinary action may be in the form of restricted purchasing delegation, restitution, suspension, termination or any other form deemed appropriate by the City Manager.

(1) The spending levels (aka purchasing authority) of the City Manager shall be $500,000 per transaction for budgeted and duly and properly procured purchases of fleet (vehicle(s) and rolling stock) and equipment of $500,000 per transaction; and

(2) Any purchases of fleet (vehicle(s) and rolling stock) and equipment in excess of $500,000 per transaction shall be approved by City Council.

(c) The following goods and services must be approved by the City Manager's office:

(1) All capital outlay and service and maintenance contracts between the amounts of $25,000 and $200,000;

(2) Other items consistent with policy and/or practice of the City Manager.

(Res. 102-21, 12-15-21; Res. 15-17, 2-15-17; Res. 04-12 (§ 2.2), 1-16-12)

41.08.030 Department Directors.

(a) Authority. By authority of the City Manager, Department Directors or their designated representative shall be delegated purchasing authority and responsibility as set forth.

(b) Department Directors are given the responsibility of ensuring that all personnel in their department are knowledgeable of and fully understand purchasing procedures established by the City Manager.

By following the requirements established within this manual, Department Directors may be able to make better use of budgeted funds for their department. Through proper planning of purchases, so as to allow the Purchasing Division sufficient time to obtain proposals, quotations or bids (with an allowable lead time for delivery), departments shall not only be able to realize savings through competition between vendors, but shall also preclude unnecessary delays.

(c) Department Directors may delegate purchasing authority to their employees as required to facilitate the activities within their scope of responsibility. However, the ultimate responsibility remains with the Director for the activities of their subordinate employees.

(d) If Department Directors have any questions concerning procurement procedures, the Purchasing Manager or any member of the Purchasing Staff is prepared to offer assistance.

(Res. 04-12 (§ 2.3), 1-16-12)

41.08.040 Purchasing Manager.

(a) Authority. By the authority of the City Manager, the Financial Operations Manager shall serve as the Purchasing Manager and shall be responsible for the daily operations of the Purchasing Division. The Purchasing Manager shall have the actual authority and power to ensure compliance with the contents of this manual. It shall be his responsibility to comply with the following:

(1) Purchase or Contract. The Purchasing Manager is responsible to purchase or contract for all supplies and services required by any department, division or authority that derives its support wholly or in part from the City, all in accordance with purchasing procedures as prescribed herein and such rules, regulations and procedures as the Purchasing Manager may adopt for the internal management and operation of the Purchasing Department together with such other rules and regulations as shall be prescribed by the City Manager and/or the City Council.

(2) Purchase Authority – Goods and Services. The Purchasing Manager is responsible for the centralized procurement system and for processing all orders amounting to $5,000 or more. Competitive quotation activities may be delegated to the Department Director or Division Manager/Supervisor in accordance with the policies and procedures herein, provided the documentation is provided to the Purchasing Office to file with the original purchase order. Purchases under $5,000 may be accomplished by any City fiscal process, as approved in this manual. Competitive quotations are strongly recommended for all City of Grand Junction purchases.

(3) Minimum Expenditure. The Purchasing Manager shall act to procure for the City the highest quality in supplies, equipment and contractual services at the least expense to the City.

(4) Encourage Competition. The Purchasing Manager shall endeavor to obtain as full and open competition as possible on all purchases and sales.

(5) Rules and Regulations. The Purchasing Manager may propose amendments to all City procurement rules and regulations authorized by this manual and others necessary to its operation, for consideration and approval by the City Manager.

(6) Purchasing Analysis. The Purchasing Manager shall keep informed on current developments in the field of purchasing, pricing, market conditions and new products and secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition and by private businesses and organizations.

(7) Forms. The Purchasing Manager shall prescribe and maintain such official City of Grand Junction forms as necessary for compliance with this manual. Forms contrived by individual departments/divisions will not be honored by the Purchasing Staff. Only official City of Grand Junction purchasing forms shall be used.

(8) Bulk Purchases. When beneficial to the City, the Purchasing Manager shall maximize the benefits and the possibilities of buying "in bulk" so as to take full advantage of the economy of scales through quantity discounts.

(9) Federal Tax Exemptions. The Purchasing Manager shall act so as to procure for the City all federal tax exemptions to which it is entitled.

(10) Cooperation with Accounting Division. The Purchasing Manager shall cooperate with the City's Accounting Division so as to secure for the City the maximum efficiency in budgeting and accounting.

(11) Stores. The Purchasing Supervisor shall be responsible for the Central Stores to include general supervision over all inventories required to support the daily activities of the City.

(12) Surplus Property. The Purchasing Manager shall sell, trade, auction or otherwise dispose of surplus supplies belonging to the City as is in the best interest of the City.

(13) Cooperative Purchasing. When in the best interest of the City, the Purchasing Manager shall participate in, sponsor, conduct or administer cooperative purchasing agreements with the State or one or more political subdivisions of the State of Colorado.

(14) Specifications. Compliance to the physical or functional characteristics as described in the bid documents.

(Res. 04-12 (§ 2.4), 1-16-12)

41.08.050 Buyer(s).

A buyer(s) shall perform procurement functions and miscellaneous assignments as authorized and directed by the City Purchasing Manager.

(Res. 04-12 (§ 2.5), 1-16-12)

41.08.060 Division Managers.

(a) Authority. By authority of the City Manager, Division Managers shall be granted authority and responsibility as set forth in this section.

(b) Division Managers shall be responsible for their division expenditures and the resulting paperwork. Through prompt attention to invoices and receipts, the City may take advantage of prompt payment discounts and bills can be paid to avoid late charges. Any damage(s) or shortage(s) on received shipments should be noted on the freight receipt. Managers shall ensure that deliveries are carefully accounted for, without damage or shortages of merchandise.

(Res. 04-12 (§ 2.6), 1-16-12)

41.08.070 Delegations to other City officials.

Notwithstanding the provisions of this chapter (Purchasing Authority), procurement authority with respect to certain supplies, services or construction may be delegated to other City officials by the City Purchasing Manager, when such delegation is deemed necessary for the effective procurement of these supplies, services or construction.

Any Department Director, Manager or authorized employee delegated the task to sample or test equipment, uniforms, chemicals, etc., for the purpose of judging suitability or fitness in advance of a purchase shall notify the Purchasing Division upon receipt of goods to be sampled.

(Res. 04-12 (§ 2.7), 1-16-12)

41.08.080 Purchasing approval limits table.

The following table indicates purchasing approval limits for City expenditures. The matrix presents types and methods for expenditures on the top horizontal row; the first vertical row indicates dollars to be expended. The remaining boxes indicate the approving authority required to give expenditure approval. Note: all purchases over $5,000 shall be forwarded to the Purchasing Division to be assigned a purchase order.

Type of Purchase	Dollar Amount	Approval
Procurement Card	Up to $5,000	Division Representative
Department Quotes *	$5,000 – $10,000	Division Manager
Formal Quotes by Purchasing *	$10,000 – $15,000	Division Manager
Formal Quotes by Purchasing	$15,000 – $25,000	Department Director
Formal Solicitations	$25,000 – $50,000	City Manager
Formal Solicitations	$50,000 – over	City Council

Note: Table applies to material and/or service acquisitions with adequate current year budget appropriations. Unbudgeted expenditures are prohibited except in case of actual emergency.

* Requisition with applicable supporting quote documentation is required. Refer to Chapter 41.16 GJMC, Purchasing and Requisitioning Cycle.

(Res. 04-12 (§ 2.8), 1-16-12)

Chapter 41.12

ETHICS IN PUBLIC CONTRACTING

Sections:
41.12.010 General statement.
41.12.020 Policy.
41.12.030 Vendor requirements.
41.12.040 Gratuities and kickbacks.
41.12.050 Confidential information.
41.12.060 Employee personal purchases.
41.12.070 Purchases from employees.
41.12.080 Public disclosure record.
41.12.090 Sanctions.

41.12.010 General statement.

The objectives of public procurement include conserving public funds and inspiring public confidence. Any erosion of honesty, integrity and openness is more injurious to public procurement than to most other public pursuits. The appearance of a conflict of interest may be as harmful to public confidence in its government as an actual case of misconduct. For that reason, all personnel involved directly or indirectly in procurement transactions, from the original purchase to the ultimate disposal, must be guided by the highest standards of ethical conduct.

Further, any personal gain other than wages and benefits realized through public employment is a breach of public trust. To the extent that violations of ethical standards of conduct set forth in this chapter constitute violations of law, such shall be punishable as provided by law. Such penalties shall be in addition to the administrative sanctions set forth in this chapter and the City's Personnel Policy Manual.

(Res. 04-12 (§ 3.1), 1-16-12)

41.12.020 Policy.

No public employee having official responsibility for a procurement transaction shall represent the City in that transaction when the employee knows that:

(a) The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction;

(b) The employee, the employee's partner or any member of the employee's immediate family holds a position with a bidder, offeror or contractor, such as officer, director, trustee or partner, has a personal and substantial participation in the transaction or owns or controls more than five percent of the firm;

(c) The employee, the employee's partner or any member of the employee's immediate family has a pecuniary interest in or arising from the transaction; or

(d) The employee, the employee's partner or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

(Res. 04-12 (§ 3.2), 1-16-12)

41.12.030 Vendor requirements.

The City of Grand Junction stipulates certain ethical requirements for vendors participating in procurement transactions. Those statements are generally stated as follows:

(a) No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, or services, present or promised;

(b) All bidders, offerors, contractors or subcontractors shall complete a disclosure of interest form to inform of any personal interest of any public official with respect to any City procurement;

(c) Failure to make the required disclosure may result in disqualification, disbarment, suspension from bidding and rescission of contracts;

(d) No contractor or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction; and

(e) Architects or engineers employed by the City may not furnish building materials, supplies or equipment for any structure on which they are providing professional services. The City also does not accept bids or proposals from consultants or bidders who have solely and directly prepared specifications for a specific requirement, regardless of whether the consultant/bidder was paid for the specification.

(Res. 04-12 (§ 3.3), 1-16-12)

41.12.040 Gratuities and kickbacks.

(a) Gratuities. It is a breach of ethical standards for any person to offer, give or agree to give any employee or public official a gratuity or offer of employment or employment in connection with any decision or recommendation concerning a possible or actual purchase by and/or on behalf of the City.

(b) Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract and solicitation thereof.

(Res. 04-12 (§ 3.4), 1-16-12)

41.12.050 Confidential information.

It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information for his or her personal gain or the personal gain of others.

(Res. 04-12 (§ 3.5), 1-16-12)

41.12.060 Employee personal purchases.

It is a breach of ethical standards for any employee or public official to solicit or request personal monetary discounts from vendors based on employment with the City of Grand Junction.

(Res. 04-12 (§ 3.6), 1-16-12)

41.12.070 Purchases from employees.

No officer or employee shall solicit or receive any pay, commission, money, or thing of value, or derive any benefit, profit or advantage, directly or indirectly, from or by reason of employment by the City, except his lawful compensation or salary as such officer or employee.

(Res. 04-12 (§ 3.7), 1-16-12)

Cross reference(s) – City Charter, § 101.

41.12.080 Public disclosure record.

State statutes codified at § 31-4-401, C.R.S. et seq. and § 24-18-101, C.R.S. et seq. allow the City to accept a bid, quotation or proposal which complies with the City's procurement policies and procedures, and is the lowest received in any competitive open process, even if the bidder is an employee or officer of the City, if the employee or officer has disclosed real or potential conflicts of interest and has abstained from voting on related issues. To qualify, an employee or officer shall file a public disclosure record (PDR) outlining the individual's financial interest. Completed forms shall constitute a public record filed in the office of the City Clerk.

(Res. 04-12 (§ 3.8), 1-16-12)

41.12.090 Sanctions.

(a) Employees. The City Manager may impose any one or more of the following sanctions on a City employee for violations of the ethical standards set forth in this section and the Personnel Policy Manual:

(1) Oral or written warnings or reprimands;

(2) Suspension with or without pay for specified periods of time; or

(3) Termination of employment.

(b) Nonemployees. The City Manager may impose any one or more of the following sanctions on a nonemployee for violation of the ethical standards:

(1) Written warnings or reprimands;

(2) Termination of contracts; or

(3) Disbarment or suspension for cause from consideration for award of contracts.

(Res. 04-12 (§ 3.9), 1-16-12)

Chapter 41.16

PURCHASING AND REQUISITIONING CYCLE

Sections:
41.16.010 Introduction.
41.16.020 Anticipation of need.
41.16.030 When to use a purchase requisition.
41.16.040 Purchasing division responsibility.

41.16.010 Introduction.

The core of the central purchasing system is the purchase requisition. Requisitions are required for all procurement transactions of $5,000 or more. The requisition authorizes the Purchasing Division to begin the research and procurement process for the fulfillment of the purchase. The Purchasing Division is not authorized to act on behalf of the department or division until the receipt of the requisition. It is assumed that the appropriate authority in the department/division has approved the action if the requisition is received in the Purchasing Office.

(Res. 04-12 (§ 4.1), 1-16-12)

41.16.020 Anticipation of need.

Requesting departments should prepare the requisition far enough in advance so ordinary purchases do not become emergencies. By planning and forecasting purchases in advance, the Purchasing Division, vendors and requesting department may realize the advantages of soliciting competitive quotations, bids or proposals.

Required delivery dates on goods and services vary greatly and order requisitions should be prepared accordingly. Departments should realize unnecessary work delays could be created if order requests are not presented in a timely manner. To ensure needed delivery dates are met, proper purchasing procedures should be used.

(Res. 04-12 (§ 4.2), 1-16-12)

41.16.030 When to use a purchase requisition.

Requisitions are required for all commodity purchases of $5,000 or more.

(Res. 04-12 (§ 4.3), 1-16-12)

41.16.040 Purchasing division responsibility.

Purchasing shall review all requisitions and proceed according to City purchasing rules and regulations (and other applicable professional purchasing practices) to acquire goods or services in a timely manner.

Purchasing staff shall prepare all solicitation documents, including the final specifications. A copy shall be forwarded to the department for review prior to the solicitation being sent out. Any clarifications or changes shall be transmitted to potential vendors by a written addendum.

(Res. 04-12 (§ 4.4), 1-16-12)

Chapter 41.20

PURCHASE ORDER

Sections:
41.20.010 Purpose.
41.20.020 When to use purchase order.
41.20.030 Process.
41.20.040 Subsequent changes or cancellations.
41.20.050 User approval.
41.20.060 Receiving procedure.
41.20.070 Blanket order.

41.20.010 Purpose.

A purchase order is a document that states the terms and conditions of a proposed transaction and creates a contractual relationship between a vendor and the City. It describes the quantity and quality of the required goods and includes other information, such as shipping terms, delivery dates and location, and prices quoted in the solicitation response. The purchase order shall encumber the applicable appropriations account.

(Res. 04-12 (§ 5.1), 1-16-12)

41.20.020 When to use purchase order.

Purchase orders are required for all invoiced purchases of commodities, materials or supplies and services with an expected expenditure of City funds of $5,000 or more unless previously approved by the Purchasing Manager.

(Res. 04-12 (§ 5.2), 1-16-12)

41.20.030 Process.

Purchasing Division personnel shall complete all purchase orders in the City's financial system and send a copy to the vendor, the requestor and the paying division.

(Res. 04-12 (§ 5.3), 1-16-12)

41.20.040 Subsequent changes or cancellations.

Whenever a change of any kind on a purchase order is required, the originating department shall forward a purchase order change request memorandum that provides the information to be changed and a justification for doing so. Requests shall be directed to Purchasing via phone, e-mail or inter-office mail. Note: Only Purchasing is authorized to change and/or cancel the original purchase order. Purchase orders with activity, i.e., partial delivery or payment, cannot be canceled.

(Res. 04-12 (§ 5.4), 1-16-12)

41.20.050 User approval.

Purchase orders must be approved for payment in accordance with final approval authority requirements set forth in Chapter 41.08 GJMC.

(Res. 04-12 (§ 5.5), 1-16-12)

41.20.060 Receiving procedure.

When the material or service is delivered to the department, the authorized agent of the department, as assigned by the Department Director, shall inventory and inspect the delivery to ensure the material(s) and/or service(s) are as listed on the shipping document and are in acceptable condition.

If all materials are received in acceptable condition, the receiving department/division shall submit the invoice for approval to their authorized department/division personnel who then process the invoice for payment.

If materials and/or services received are damaged or defective, they should not be used. If possible, notation should be made upon the receipt in the presence of the delivery agent. Departments shall notify Purchasing immediately when damaged or defective commodities are received.

(Res. 04-12 (§ 5.6), 1-16-12)

41.20.070 Blanket order.

Annual purchasing agreements, also known as blanket orders and term contracts, are agreements established with suppliers to allow individual purchases by the City throughout the year without going through the purchasing competitive process each time a purchase is made. At the same time, blanket orders take advantage of volume discounting based on the annual estimated quantities purchased by the City.

Blanket orders do not commit the City to purchase any merchandise or service from the vendor. They are issued to advise the vendor of the merchandise and/or service the City may require, establish terms and pricing where applicable, establish dollar limits, either per release or per month, establish personnel authorized to make releases against these orders and outline the ordering, receiving and invoicing procedure. Any merchandise and/or service properly released and shipped against a blanket order is covered by the terms and conditions of the blanket order.

Only the Purchasing Division shall issue blanket purchase orders. Prices shall be established as part of each blanket order, in accordance with the policies in this manual.

Requests for the issuance of blanket orders by the Purchasing Division shall be made by departments having needs that are applicable to blanket orders. It is the responsibility of each department to determine the approximate quantity needed and estimated amount that shall be spent during the fiscal year for a particular product category or products.

It must be clearly understood by all individuals authorized to make releases against blanket orders that there shall be strict adherence to the provisions established in the blanket order, with no exceptions.

It is the Purchasing Division’s responsibility to make the vendor fully aware of the procedures of the blanket order and that the vendor complies with the procedures. It is also the Purchasing Division’s responsibility to provide adequate information and instructions to the departments and individuals involved in the use of the blanket order.

(Res. 04-12 (§ 5.7), 1-16-12)

Chapter 41.24

SHIPPING AND HANDLING

Sections:
41.24.010 Required method.
41.24.020 FOB destination (free on board destination).
41.24.030 FOB origin.

41.24.010 Required method.

The City's preferred shipping and handling term is FOB destination (Grand Junction).

(Res. 04-12 (§ 6.1), 1-16-12)

41.24.020 FOB destination (free on board destination).

FOB destination means the vendor maintains title for the goods until the purchaser receives them. The vendor pays the shipping costs and is responsible for claims against the carrier.

(Res. 04-12 (§ 6.2), 1-16-12)

41.24.030 FOB origin.

Accepting a quote of FOB origin has consequences for the City if the shipment is lost or damaged. FOB origin means the purchaser accepts title to the goods from the moment they are picked up by the carrier. The purchaser pays shipping costs and is responsible for claims against the carrier.

(Res. 04-12 (§ 6.3), 1-16-12)

Chapter 41.28

CONTRACTS

Sections:
41.28.010 General.
41.28.020 Origin of contracts.
41.28.030 Contract approval.
41.28.040 Contracts for personal services.
41.28.050 Contract administration.
41.28.060 Contracts for public improvements/construction.
41.28.070 Multiyear contracts.

41.28.010 General.

Contract shall mean any agreement enforceable by law between the City and one or more outside parties, regardless of form or title, for the procurement of materials, services or construction. To be effective, a contract must include offer and acceptance by competent parties and the furnishing of some good or service for an agreed monetary consideration.

(Res. 04-12 (§ 7.1), 1-16-12)

41.28.020 Origin of contracts.

Contracts may be originated in several ways before they are used by the City.

(a) State Contracts and Price Agreements. Under a permissive State law (§ 24-110-101, C.R.S. et seq.), the City may purchase from State contracts and price agreements. These contracts are entered into by the State of Colorado, Department of Administration, Division of Purchasing or other State departments with contractual authority. If these agreements have a clause acknowledged by the contractor, they may be used by other political jurisdictions, such as the City. When available and in the best interest of the City, the Purchasing Manager may forgo the bid process and purchase directly from the State award vendor(s).

(b) Cooperative Purchase Contracts. These contracts are created by a voluntary pooling of interests by governmental units. If required by the bid documents or if the contractors agree, they may be used by other political jurisdictions, such as the City. When in the best interest of the City, the Purchasing Manager has authority to "piggyback" such agreements for the acquisition of supplies and services without going through the formal bid/proposal process. Final authorization shall adhere to Chapter 41.08 GJMC requirements.

(c) City Contracts. These contracts are specifically procured by the Purchasing Division either for City-wide purposes or for a specific department. City contracts shall be filed with the contractor/vendor, and retained electronically through the City's Records Management Program.

(Res. 04-12 (§ 7.2), 1-16-12)

41.28.030 Contract approval.

(a) Only the City Manager, his or her designated representative, Department Directors and their designated representatives and the Purchasing Manager and his or her designated representative are authorized to sign contracts which bind the City for the procurement of goods, services, insurance or construction, unless a specific delegation or exemption is made by City Council by resolution, code, regulation or letter of authority to another official or employee. Approval thresholds are as delineated in GJMC 41.08.010 through 41.08.080.

(Res. 04-12 (§ 7.3), 1-16-12)

41.28.040 Contracts for personal services.

(a) Before requisitioning approval of an individual to provide personal services to the City, the Department should be certain that no violation of law, including but not limited to Internal Revenue Service (IRS) regulations, will occur. Care must be taken to make sure the personal service contract does not establish an employer-employee relationship with the City.

(b) Generally, the following tests support a personal service contract with an individual:

(1) The individual has performed similar services on a contractual basis with other clients;

(2) The individual has paid tax withholding and Social Security withholding as a self-employed person and agrees to do so during his or her contract with the City; and

(3) The individual shall perform the duties independently without direct detailed supervision by the City to include independence in establishing work hours and location of performance of duties.

(Res. 04-12 (§ 7.4), 1-16-12)

41.28.050 Contract administration.

(a) Departmental contracts shall be administered by the using agency. The Department Director is responsible for designating the contract administrator (aka project manager or project coordinator) prior to the solicitation of personal service contracts. Public works projects shall be administered by the City Engineer or designee.

(b) The departmental contract administrator shall be responsible for assuring that the contractual relationship is completed successfully and in accordance with contract terms and conditions. The contract administrator may or may not be a City employee.

(c) Among the activities of a contract administrator are the following:

(1) Inspecting, accepting and recording contractor performance;

(2) Communicating the City's requirements to and with contractors;

(3) Evaluating contractor performance;

(4) Notifying Purchasing promptly of any disputes, failures to perform or other problems with contractors;

(5) Documenting all activities of the contract and assuring copies of important documents are retained and/or forwarded to Purchasing; and

(6) Processing payments and contract close-out documents.

(d) It shall be the Purchasing Division's responsibility to:

(1) Maintain the City's record file of the contract;

(2) Review and approve all requests for changes in delivery, price or specification before any action is taken by the department or contractor;

(3) Create purchase order(s);

(4) Resolve disputes with contractors;

(5) Issue cure notices, demand letters and contract default/termination notices to contractors.

(Res. 04-12 (§ 7.5), 1-16-12)

41.28.060 Contracts for public improvements/construction.

(a) Contracts for public improvements (construction) shall be initiated by the Purchasing Division in accordance with City of Grand Junction bidding procedures. These contracts are subject to approval in accordance with the authorization limits stated herein.

(b) When a contract for public improvements is awarded in excess of $50,000, the following bonds or security shall be delivered to the City and shall become binding on the parties upon execution of the contract:

(1) A performance bond satisfactory to the City, executed by a surety company authorized to do business in the State of Colorado or otherwise secured in a manner satisfactory to the City, in an amount equal to 100 percent of the price and/or compensation specified in the contract; and

(2) A payment bond satisfactory to the City, executed by a surety company authorized to do business in the State of Colorado or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractor for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100 percent of the price and/or compensation agreed to in the contract.

(c) Nothing in this chapter shall be construed to limit the authority of the City to require a performance bond or other security in addition to those bonds or in circumstances other than those specified.

(Res. 04-12 (§ 7.6), 1-16-12)

41.28.070 Multiyear contracts.

Unless otherwise provided by law, a contract for supplies or services may be entered into for a period of time deemed to be in the best interest of the City, if conditions of renewal or extension are included in the solicitation. Payment and performance obligations for succeeding fiscal years shall be subject to availability and appropriation of funds thereof.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

Annual service and product contracts may be renewed by the Purchasing Manager and Department Director up to three additional contract periods, based on satisfactory performance of the contractor.

(Res. 04-12 (§ 7.7), 1-16-12)

Chapter 41.32

CHANGE ORDERS – ACCEPTANCE – PAYMENT

Sections:
41.32.010 Change orders.

41.32.010 Change orders.

(a) General. The purpose of this chapter is to delineate the authorities and procedures of the City's change order control system.

(b) Purpose. The purpose of a change order is to recognize changes occurring on jobs that may result in amendments to the project time schedule and/or cost. Change orders that affect time schedules shall be approved by the appropriate Department Director. Change orders that result in additional costs shall comply with the authority thresholds set forth in this section; these thresholds apply to both the design phase (professional service agreements) and construction phase (construction contract).

(c) Change Orders – Public Improvement Projects/Construction. Any construction change order, which authorizes an improvement under a construction contract, may be executed without competition when:

(1) The improvement is required for the completion of an improvement that is currently under construction pursuant to a competitive bidding or competitive proposal process;

(2) The improvement results from the unforeseen physical conditions at the site of the improvement under construction and is required for the completion of the improvement under construction; or

(3) A written finding has been made by the Project Manager, or his designee, that it is in the City's best interest to negotiate with a specific, generally on-site, contractor for the construction of the improvement(s).

(d) Authority to Execute Change Orders and Dollar Thresholds.

(1) If the original contract allows for contract modification and the requested change shall increase the contract amount by $50,000 or more and the aggregate of change orders, including the proposed change order, plus the original contract amount is less than the budgeted amount of that contract and/or project, the change shall be approved in advance by the City Council.

(2) If the original contract allows for contract modification and the requested change in contract amount is more than $25,000 and less than $50,000 and the aggregate of change orders, including the proposed change order, plus the original contract amount is less than the budgeted amount of that contract and/or project, the change order shall be approved in advance by the City Manager.

(3) If the original contract allows for contract modification and the requested change is less than $25,000 and the aggregate of change orders, including the proposed change order, plus the original contract amount is less than the budgeted amount of that contract and/or project, the change shall be approved in advance by the requesting agency's Director or designee.

(e) A request for change must be completed and approved before any change order is effective. Funds shall be encumbered after approval of the change order.

(Res. 04-12 (§ 8.1), 1-16-12)

Chapter 41.36

PURCHASING CARD PROGRAM

Sections:

41.36.010 Introduction.
41.36.020 Who does what?
41.36.030 Limitations on use of purchasing card.
41.36.040 Dollar limitations.
41.36.050 Other conditions.
41.36.060 Prohibited use of purchasing cards.
41.36.070 Violations.
41.36.080 Requests, disputes and forgery/fraud.
41.36.090 Internet purchasing card procurement.

41.36.010 Introduction.

The City of Grand Junction purchasing card program is designed to improve the efficiency in processing small dollar purchases from any vendor that accepts the purchasing card. This program shall allow the cardholder to purchase approved commodities and services directly from the City's vendors. Each purchasing card is issued to a named individual. Under special conditions, upon written request, a Department card may be issued in areas that do not require the employee to have a card on a daily basis. Contact the Purchasing office for details. The City of Grand Junction is clearly identified on the card as the "corporate" buyer of goods and services. Purchases are exempt from sales tax.

The Purchasing Division and Accounting Division shall monitor the performance of the program. All questions or concerns shall be directed to:

Procurement Related:	Program Administrator	244-1513
Accounting Related:	Finance Supervisor	244-1522

(Res. 04-12 (§ 9.1), 1-16-12)

41.36.020 Who does what?

The following is a summation of the responsibilities of the individuals and agencies involved in the purchasing card program.

(a) Department Director/Division Managers shall:

(1) Request purchasing cards for designated employees;

(2) Set cardholder spending limits within established guidelines;

(3) Designate representatives responsible for authorizing charges;

(4) Collect cards from cardholders that end employment;

(5) Evaluate the need to transfer cards when employees transfer;

(6) Notify the Purchasing Card Administrator of cards that must be terminated; and

(7) Comply with all purchasing and purchasing card policies and procedures.

(b) Cardholder shall:

(1) Hold and secure purchasing card;

(2) Ensure availability of funds and proper account codes;

(3) Order/receive materials and services;

(4) Make sure there is no sales tax or back-orders;

(5) Collect and save detailed sales receipts;

(6) Handle disputed items;

(7) Provide detailed receipts to the Department/Division Liaison;

(8) Comply with all purchasing and purchasing card policies and procedures; and

(9) Cancel lost or stolen cards by notifying the Purchasing Card Administrator and your Department/Division Manager.

(c) Department Liaison (designated by Department Director) shall:

(1) Timely collect all bi-weekly information for the department or division(s) to be processed for account debiting;

(2) Review bi-weekly statement of each assigned cardholder to ensure inclusion of necessary receipts;

(3) Confirm that appropriate supervisor authorizes all charges if cardholder is nonexempt employee;

(4) Make sure there is no sales tax or back-orders;

(5) Ensure availability of funds in proper account codes;

(6) Verify appropriateness of account codes;

(7) Process all cardholder statements in a timely manner;

(8) Forward statement(s) and supporting receipts to Accounts Payable Division;

(9) Process journal entries as required; and

(10) Comply with all purchasing and purchasing card policies and procedures.

(d) Accounting Division shall:

(1) Monitor charges for proper account codes and fund availability;

(2) Receive statements every two weeks from Department/Division Liaison;

(3) Notify Departmental Liaisons when reports are not entered or received in a timely manner;

(4) File and store statements, receipts, etc.;

(5) Administer 1099 reporting;

(6) Monitor missing documentation and notify the Purchasing Card Administrator or the Department Liaison; and

(7) Notify the Purchasing Card Administrator of any violations or discrepancies.

(e) Purchasing Card Administrator and Purchasing Division shall:

(1) Coordinate program policy issues;

(2) Create and maintain cardholder hierarchy for control and reporting purposes;

(3) Create dollar transaction limits for cardholders and oversee any necessary and required modifications;

(4) Process properly authorized card requests and card strategy changes;

(5) Assign merchant codes to particular card strategies and change when in the City’s best interest;

(6) Block merchant/commodity codes when appropriate;

(7) Initiate training program for all cardholders;

(8) Coordinate issuance and cancellation of cards;

(9) Target new cardholders and expanded use of cards;

(10) Maintain policy and cardholder guides/manuals;

(11) Maintain purchasing card software database;

(12) Evaluate purchasing card feedback from suppliers and from departments;

(13) Coordinate and maintain internal controls;

(14) Assist in resolving billing disputes, if required;

(15) Monitor/audit use of cards and selection of vendors;

(16) Participate in ongoing program reviews;

(17) Conduct annual inventory of purchasing cards; and

(18) Provide cardholders all relative information regarding card-use policy and procedures.

(Res. 04-12 (§ 9.2), 1-16-12)

41.36.030 Limitations on use of purchasing card.

(a) Cardholder Use Only. Only the employee whose name is embossed on the card may use the card. No other individual is authorized to use the card.

(b) City Purchases Only. The card is to be used for City authorized purchases only. The purchasing card cannot be used for any personal use and any such use shall require immediate reimbursement and may result in disciplinary action.

(c) Infractions. All infractions against the policy stated in this manual are tracked. The information is reviewed by the Program Administrator every two weeks. If it is found that an employee has multiple infractions or seems to be abusing the purchasing card guidelines, the information will be elevated and reviewed by the Purchasing Manager, the Department Director and the City Manager. Disciplinary action may include a decrease in spending limit, loss of purchasing card privileges or dismissal.

(Res. 04-12 (§ 9.3), 1-16-12)

41.36.040 Dollar limitations.

(a) The Department Director approving the assignment of a purchasing card shall set single purchase limits and monthly limits. The maximum single purchase limit is $4,999. Maximum allowable monthly limit is $20,000. Requests for spending limit changes must be initiated by the Department Director or Division Manager and approved by the Purchasing Card Administrator.

(b) A purchase may be made of multiple items, but the invoice cannot exceed $4,999 or the cardholder's limit if it is less. Payment for purchases must not be split to stay within the single purchase limit.

(Res. 04-12 (§ 9.4), 1-16-12)

41.36.050 Other conditions.

(a) All items purchased over-the-counter must be immediately available. No back ordering is allowed.

(b) All items purchased during one telephone or fax transaction must be delivered in a single delivery. If an item is not immediately available no back ordering is allowed.

(c) All items purchased by telephone, on the Internet or fax must be delivered by the vendor within 28 days (two billing cycles). An order shall not be placed without this assurance.

(Res. 04-12 (§ 9.5), 1-16-12)

41.36.060 Prohibited use of purchasing cards.

The following types of items may not be purchased with a City purchasing card, no matter the dollar amount:

(a) Any item exceeding $4,999 in value not approved in advance by the Purchasing Supervisor;

(b) Cash advances, cash refunds;

(c) City Stores inventory items;

(d) Items on a blanket purchase order;

(e) Personal items;

(f) Local (Grand Junction) vehicle repairs;

(g) Local (Grand Junction) gasoline and oil purchases for city-owned vehicles. The City has a separate card for fuel purchases; and

(h) Any merchandise, product or service normally considered to be inappropriate use of City funds.

(Res. 04-12 (§ 9.6), 1-16-12)

41.36.070 Violations.

(a) Making purchases which exceed the cardholder's specific dollar limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight handling, set up, etc., are considered before a purchasing card transaction is made.

(b) Purchases from vendors that create conflicts of interest (e.g., companies owned by the City employee or relatives or where the employee has or will gain or benefit directly or indirectly from the purchase).

(Res. 04-12 (§ 9.7), 1-16-12)

41.36.080 Requests, disputes and forgery/fraud.

(a) To initiate issuance of a new purchasing card or to change information on an existing account a written request by the Department Liaison and/or his/her immediate supervisor is required. The request shall state the employee's name (as it should appear on the card), last four digits of the employee's Social Security number, accounting defaults, Liaison number and requested spending limits. The request shall be sent to the Purchasing Card Administrator. An e-mail request is sufficient.

(b) To dispute a charge, the Department Liaison can click the dispute button while reconciling the cardholder's statement and/or the cardholder can complete the purchasing card dispute form and return the form to the issuing bank within 60 days from the posting date statement. The form can be found on the intranet under Forms – Purchasing.

(c) To report a lost or missing card, or to report a forgery or unauthorized use of a card, the cardholder must complete the affidavit of commercial card fraud and return the form using the directions stated on the form. The form can be found on the intranet under Forms – Purchasing.

(Res. 04-12 (§ 9.8), 1-16-12)

41.36.090 Internet purchasing card procurement.

(a) Making purchases on the Internet by use of the purchasing card requires special precaution by the using department. Individuals must be aware that the chance of fraudulent card purchases could occur as a result of the City card number being obtained by unscrupulous individuals and used to make purchases. In order to discourage any fraudulent activity, the using department is encouraged to make the actual purchase by using the e-company's toll free number and placing the order verbally. If purchases are made directly on the Internet, they should only be made on a secured Internet site. A small gold colored lock symbol will appear on the lower right corner of the screen if it is a secure site. However, secure web sites do not normally guarantee the security of their site, although they attempt to provide a safety net for the consumer.

(b) The using department representative must be careful to monitor the electronic purchasing process. All responsibility is borne by the individual making the purchase to ensure the process is monitored and recorded. Users are responsible to maintain a log of Internet purchases to ensure that the City is not billed for goods that have not been received. The log may be a manual log or a computer log. Entries are to be contemporaneous to give up-to-date information of the activities relative to the purchase.

(c) At the time the order is placed the individual employee making the electronic purchase is required to download a receipt or record of the order placed for future reference. Some e-companies provide you a confirmation of the order electronically and some do not. This process ensures a record of the transaction. The downloaded order documentation must be detailed with an itemized list of all items purchased and shall be submitted with the purchasing card statement for the items that have been charged for that period. Caution should be made to ensure the items that have been ordered are received, prior to authorizing the payment. If the items are not received as ordered, it is the sole responsibility of the individual ordering the merchandise to contact the vendor and rectify the situation. Erroneous billings will be charged to the appropriate budget if the protested activity is not rectified.

(d) Additional caution must be made with regard to shipping and handling charges. Often the minimum charges for shipping and handling can exceed the savings or value the employee thinks they are obtaining on behalf of the City of Grand Junction. It is not uncommon for the shipping and handling to be a large percentage of the total expenditure, canceling out any savings that would have been realized. The most common carriers used by e-commerce companies are UPS and Federal Express, although heavier shipments may be made by freight carriers. Normally the rates are established based on the dollar value of the order placed and no documentation of the actual UPS/Federal Express/freight bill is provided to the purchaser.

(e) Although the City supports this type of purchasing activity, City employees are encouraged to purchase from local trusted vendors if the goods desired are available. The element of risk is reduced considerably and the assurance of quality is enhanced, because employees can examine the goods prior to purchase.

(f) All e-commerce purchasing is subject to promulgated City purchasing policy and procedures.

(Res. 04-12 (§ 9.9), 1-16-12)

Chapter 41.40

METHODS AND PROCEDURES FOR SOURCE SELECTION

Sections:

41.40.010 Informal solicitations for purchases not exceeding $25,000.
41.40.020 Solicitations for purchases of $25,000 or more.
41.40.030 Nonresponsive bid definition.
41.40.040 Responsible vendor definition.
41.40.050 Solicitation irregularities.
41.40.060 Exemptions to competitive solicitation.
41.40.070 Waiver process to formal competitive bids.
41.40.080 Rejection of bids.
41.40.090 Protested solicitations or awards.
41.40.100 Confidentiality.
41.40.110 Disagreements about recommendations.

41.40.010 Informal solicitations for purchases not exceeding $25,000.

Any purchase of supplies and services less than $25,000 may be made in accordance with the purchasing procedures set forth in this chapter. Purchases shall not be artificially divided to circumvent the solicitation process. If numerous items are being purchased from one vendor on one order, the aggregate price is the determining factor with regard to solicitation procedures.

(a) Purchase Authority and Process.

(1) The Purchasing Manager or employees with delegated purchasing authority shall have the authority to purchase without formal competition, for the purchase of any materials, professional services, services or construction amounting to more than $5,000 and not exceeding a cost of $25,000. If multiple purchases will be made during one fiscal year with an aggregate amount to warrant annual contracting, the Purchasing Manager may require the department/division to provide data for a formal competitive solicitation, as is in the best interest of the City.

(2) Such negotiated purchases shall be made in the open market; whenever practical or advantageous, the Purchasing Manager or designated representative shall attempt to obtain quotes from a minimum of three vendors. Negotiated purchases of materials, services or construction shall be awarded to the vendor supplying the lowest responsible and responsive quote. The names of the vendors submitting quotations, the amount of each quotation and the date shall be documented and maintained as a public record.

(3) The purchasing procedures adopted pursuant to this chapter shall authorize the purchase of materials, services or professional services in the open market by Department Directors and Division Managers or their designated representatives of other departments of the City; provided, that no such purchase shall exceed the cost of $5,000 without competition.

(4) No contract shall be artificially divided so as to constitute a small purchase.

(5) The Purchasing Division encourages the solicitation process to increase competition and value for the City. Upon request the Purchasing staff will help facilitate the quote process.

(Res. 04-12 (§ 10.1), 1-16-12)

41.40.020 Solicitations for purchases of $25,000 or more.

- Competitive Sealed Bids/Proposals Required. Expenditures for supplies, materials and equipment or any contract obligating the City of Grand Junction of $25,000 or more and all major capital

expenditures shall be purchased under formal competitive sealed bid or competitive proposal procedures.

- Public Notice Required. Purchases of commodities and/or services estimated to cost $25,000 or more shall be published in a general circulation newspaper in the City of Grand Junction and be published at least five working days preceding the last day set for the receipt of solicitations. Public notice of solicitations shall state the place, date and time of the bid opening.
- Public Records. Purchasing Division is responsible for record keeping. All submittals, except confidential or proprietary information as defined by law, are public records and must be retained as such. Documents will be retained electronically through the City's records management system.
- Definition – Competitive Sealed Bid (Formal). A *competitive sealed bid* is a method of source selection for a procurement of goods and/or commodities estimated to be $25,000 or more. Award is generally made to the lowest responsive and responsible bidder whose bid complies with the specifications contained in the contract (bid) documents. This means that bid price is the decisive criterion for determining the vendor who shall receive the award.
- Definition – Competitive Sealed Proposal (Formal). A *competitive proposal* (request for proposal) is a method of source selection for a procurement estimated to cost $25,000 or more. Award is generally to the respondent whose offer is considered the best when compared and evaluated against all other offers. Cost is not the primary focus of proposal award. Competitive proposal solicitations are used for the procurement of supplies or services that require a high degree of professional skill and expertise, or when looking for the solution to a problem. The qualification based selection process shall be used for the retention of design professionals (architects and engineers).

(a) Competitive Sealed Bid Procedure.

(1) Invitation for Bids (IFB). An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement, as well as the bid opening place, time and date.

(2) Specifications. Specifications shall be made available to all interested parties as stated in the IFB. If for any reason whatsoever it is necessary to change the specifications or any other of the formal data and there is adequate time as determined by the Purchasing Manager prior to the date of bid opening, an addendum shall be issued setting forth the changes. Specification changes must allow adequate notice and mailing time and shall be coordinated between user department and Purchasing. This addendum shall be sent to everyone known to have received a copy of the IFB. In certain cases the bid opening may be postponed to allow adequate time for respondents to prepare their bid based on specification changes. If there is not adequate time, the IFB shall be canceled and a new bid process initiated.

(3) Bonding. Bid bonds (five percent to 10 percent) and 100 percent performance and payment bonds are required on any City construction project of $50,000 or more or as the Purchasing Manager and/or Department Director deems advisable to protect the City's interests. Bonding for service contracts shall occur at the discretion of the Purchasing Manager or the Department Director of the using agency.

(4) Bid Opening. The opening of sealed bids shall be a public formal procedure. Bids shall be opened by the Purchasing Manager or his designated representative, at the time and place specified in the invitation for bids. The amount of each bid and such relevant information as the Purchasing Manager or his designated representative deems appropriate, together with the name of each bidder, shall be recorded. Bids must be received prior to the specified time as established in the IFB. Bids received after the specified deadline may be immediately returned to the nonresponsive vendor unopened.

(5) Bid Submission and Bid Evaluation. Bids shall be unconditional and submitted without alteration or correction except as authorized in this subsection. Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability,

such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that shall affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, allowances, transportation costs and total or life cycle costs. The IFB shall set forth the evaluation criteria to be used.

(6) Correction or Withdrawal of Bids. Correction or withdrawal of inadvertently erroneous bids before and after a bid opening may be permitted in accordance with this subsection. Mistakes discovered before the bid opening may be modified or withdrawn by written, e-mail, or fax notice received in the office designated in the IFB prior to the time set for the bid opening. After the bid opening, corrections in bids shall be permitted only to the extent allowable in the bid documents and that the bidder can show by clear and convincing evidence that the mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. Except for the foregoing, after the bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if: (i) the mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or (ii) the bidder submits evidence which clearly and convincingly demonstrates a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the Purchasing Manager or his designated representative.

(7) Award. Generally, an award shall be made by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the IFB. The City does not have a local preference policy. However, City Administration and City Council reserve the right to review and award bids at their discretion to responsive and responsible companies which may or may not be the low bidder. In the event the low responsive and responsible bid for a construction project exceeds available funds or the engineer's estimate, the Purchasing Manager or his designated representative is authorized, when time and economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsible and responsive bidder in order to bring the bid within the amount of available funds. Any such adjustments shall be based only on eliminating independent deductive items specified in the IFB. In the purchase of supplies or services pursuant to this section of whatsoever nature or character amounting in value to $50,000 or more, the Purchasing Manager or his designated representative shall make report and transmit the bids to the next regular session of City Council with recommendation concerning acceptance or solicitation analysis. The City Council shall thereupon approve or disapprove the recommendation of the Purchasing Manager or his designated representative.

(b) Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, a request for information, RFI, may be issued requesting the submission of unpriced offers to be followed by an IFB limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

(c) Competitive Sealed Proposal/Competitive Negotiation Process. A contract for supplies or services for $25,000 or more may be entered into by use of the competitive sealed proposal/competitive negotiations method when: (1) the Purchasing Manager or his designated representative determines that the complex nature or technical details of a particular procurement make the use of competitive sealed bidding either not practical or not advantageous to the City; (2) specifications cannot fairly or objectively be prepared as to permit competition in the invitation for bids; (3) high technology and electronic equipment is available from a limited number of sources; or (4) specifications cannot practically be prepared except by reference to specifications of the equipment of a single source of supply.

(1) Requests for Proposals (RFP). Proposals shall be solicited through a request for proposals process.

(2) Receipt of Solicitations. No proposals shall be opened until the time designated in the proposal document or addenda. A tabulation/abstract of solicitations shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered.

(3) Evaluation Factors. Proposal evaluation criteria should measure how well each offeror meets the desired performance requirements established before proposals are received. Final consideration for awarding of contract shall not be based solely on price. A combination of qualifications, past experience, demonstrated successes, references, fees and costs, capacity to fulfill all requirements of the contract and other qualifying considerations shall be considered for evaluation purposes.

(4) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of classification to assure full understanding of, and conformance to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

(5) Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and evaluation factors set forth in the request for proposals. No other factors or criteria shall be used for this evaluation. The contract file shall contain the basis on which the award was made. In the purchase of supplies or services amounting in value to $50,000 or more, the Purchasing Manager or his designated representative shall make report and transmit the offers to the next regular session of City Council with recommendation concerning acceptance or rejection thereof. City Council shall thereupon approve or disapprove the recommendation of the Purchasing Manager or his designated representative. If the value of the award is between $25,000 and $50,000, the Purchasing Manager or his designated representative shall make report and recommendation and transmit same to the City Manager to approve or disapprove the award. If the value of the award is between $15,000 and $25,000, the Purchasing Manager or his designated representative shall make report and recommendation and transmit same to the appropriate Department Director or designee to approve or disapprove the award.

(Res. 04-12 (§ 10.2), 1-16-12)

41.40.030 Nonresponsive bid definition.

A *responsive bid* is one that is in substantial conformance with the requirements of the IFB. Bidders who substitute their standard terms and conditions for that of the City's bid documents or who qualify their bids in such a manner as to nullify or limit their liability to the City are nonresponsive bidders.

(a) Determination of Nonresponsive. The following are examples of nonresponsive bidders:

(1) A bidder who fails to deliver a bid prior to the specified place, time and date as shown on the IFB. Such is considered late and the bid shall not be opened.

(2) A bidder who fails to conform to required delivery schedules as set forth in the bid documents or in the permissible alternatives.

(3) A bidder who qualifies prices in such a manner that the firm's bid price cannot be determined ("price in effect at time of delivery").

(4) A bidder who fails to offer goods or services that comply with the specifications of the bid.

(5) A bidder who makes the purchasing authority the responsible party for determining that the bidder's products conform to the specifications.

(6) A bidder who fails to furnish bid surety.

(7) A bidder who limits the rights of the City under any contract clause.

(b) Appeal. When a bid is declared nonresponsive, the City purchasing rules and regulations require that the bidder be notified and given an opportunity to appeal that determination. If he believes that the nonresponsive determination was erroneous, arbitrary or capricious, the bidder has the right to protest according to the rules and regulations for protested solicitations or awards contained herein (GJMC 41.40.090).

(Res. 04-12 (§ 10.3), 1-16-12)

41.40.040 Responsible vendor definition.

A *responsible vendor* is a person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which shall assure good, full and faithful performance.

(a) Determination of Nonresponsibility. The following are reasons a bidder may be declared nonresponsible:

(1) The bidder is not a regular dealer or supplier of the goods or services offered;

(2) The bidder does not have the ability to comply with the required delivery or performance schedule;

(3) The bidder does not have a satisfactory record of performance as documented by the requesting agency's Department Director or designated representative or as referenced by other jurisdictions or customers;

(4) The bidder does not have a satisfactory record of integrity or the bidder is currently disbarred or suspended by the State of Colorado or other Colorado jurisdiction or political subdivision;

(5) The bidder does not have the necessary facilities, organization, experience, technical skills or financial resources to fulfill the terms of the contract/purchase order;

(6) The bidder of construction and/or maintenance services has a demonstrated record of safety violations; or

(7) Inability to meet the required contract performance schedule.

(b) Appeal. When a bid is declared "nonresponsible," the City purchasing rules and regulations require that the bidder be notified and given an opportunity to appeal that determination. If he believes that the nonresponsible determination was erroneous, arbitrary or capricious, the bidder has the right to protest according to the rules and regulations for protested solicitations or awards contained herein (GJMC 41.40.090).

(Res. 04-12 (§ 10.4), 1-16-12)

41.40.050 Solicitation irregularities.

The Purchasing Manager has authority to waive irregularities if: (a) the item being waived is only a matter of form or is an immaterial variation from the exact requirements of the solicitation; (b) the item being waived has trivial or no effect on price, quality, quantity, delivery or performance; and (c) such a waiver would not affect the relative standing of bidders or be otherwise prejudicial to them. Examples of minor irregularities that may be waived are:

(a) Failure to furnish with the bid certain required information regarding the vendor's qualifications to perform the contract.

(b) Failure to submit required descriptive information on the products offered.

(c) Failure to return the proper number of executed bids or attachments, including certifications and affidavits.

(d) Failure to return a bid addendum or amendment if on the face of such bid the bidder acknowledges receipt of addendum or amendment or if the addendum or amendment does not have material effect on the bidder's liability under the terms of the contract.

(e) Failure to sign a bid, when evidence is submitted with the bid that clearly shows that the bid was the one intended by the bidder and that failure to sign was strictly an oversight.

When such minor irregularities are discovered by the purchasing authority, the offeror is requested to remedy the problem within a reasonable time frame by later submitting omitted data or by providing a written statement of intent.

(Res. 04-12 (§ 10.5), 1-16-12)

41.40.060 Exemptions to competitive solicitation.

(a) The following items are exempted from competitive bidding:

(1) Supplies, materials, services costing less than $25,000;

(2) Purchases made cooperatively with other units of government such as the State of Colorado and government cooperative groups utilizing extended awards from other governmental agencies. The City may, when deemed appropriate, extend its award to other governmental agencies;

(3) Purchases/contracts with federal and local government and not-for-profit units;

(4) Magazines, books and periodicals;

(5) Supplies, products or services indispensable to the City which are obtainable, for practical purposes, only from a single source, as identified by the Purchasing Manager using the procedure herein set forth;

(6) The material qualifies as an object of fine art;

(7) A particular material is required to match materials currently in use by the City;

(8) Original equipment manufacturer (OEM) repair parts purchased from the source vendor; or

(9) Annual maintenance and service agreements on purchases originally obtained by competitive solicitation or sole source when the terms of the agreement specify the original provider performs ongoing maintenance.

(b) Miscellaneous Exemptions. Any procurement resulting from a formal competitive bid or proposal may be used as the basis for the negotiated purchase of additional quantities of the same materials or services at any time within a period of three years from the date of approval; provided, however, that subsequent procurements are expressly limited to the specific terms, conditions and pricing established by the original solicitation. Additional quantity negotiations must be accomplished by the Purchasing designee.

(c) Construction change orders may be permitted without competition as described in Chapter 41.32 GJMC.

(Res. 04-12 (§ 10.6), 1-16-12)

41.40.070 Waiver process to formal competitive bids.

The formal bid process may be waived by the Purchasing Manager under the following conditions:

(a) Where the process may cause undue delay or hardship for a department, division or office of the City; and

(b) When deemed in the best interest of the City.

(Res. 04-12 (§ 10.7), 1-16-12)

41.40.080 Rejection of bids.

All bids may be rejected when one or more of the following occur:

(a) All bids exceed the budgeted amount;

(b) There are no responsible bidders;

(c) There are no responsive bidders;

(d) The project is abandoned;

(e) The specifications, scope and/or terms and conditions are revised; or

(f) Irregularities in the procurement process as determined by the Purchasing Manager and/or the City Manager.

(Res. 04-12 (§ 10.8), 1-16-12)

41.40.090 Protested solicitations or awards.

(a) Protest. Any actual or prospective bidder, contractor or vendor who is aggrieved in connection with the solicitation or award of a contract and purchase order may protest to the Purchasing Manager or City Manager as set out in this section. The protest shall be submitted in writing to the Purchasing Manager or his designated representative, within seven working days after the aggrieved person knows or should have known of the facts giving rise thereto.

    (1) Protests in connection with a solicitation or award of a contract involving an amount less than $50,000 shall be filed with and determined by the Purchasing Manager.

    (2) Protests in connection with a solicitation or award of a contract involving an amount of $50,000 or more shall be filed with and determined by the City Manager.

(b) Authority. The City Purchasing Manager or City Manager, as set out in this section, shall have the authority to settle and resolve a protest of an aggrieved bidder, contractor or vendor, actual or prospective, concerning a solicitation or award of a contract. A written decision regarding the protest shall be rendered within 30 working days after the protest is filed. This authority shall be exercised in accordance with the City procurement rules and regulations set forth herein. The City reserves the right to make determinations that are deemed in the best interest of the City. If 30 days have passed without a decision, the written protest shall be forwarded to the City Attorney's office for resolution.

(Res. 04-12 (§ 10.9), 1-16-12)

41.40.100 Confidentiality.

After solicitations are opened and reviewed at the solicitation opening, they become confidential documents until the Purchasing Manager or designee awards the contract or the solicitation project is cancelled. Staff shall not discuss solicitations with competing vendors. Vendor questions must be referred to the Purchasing Division. Staff shall not discuss with any vendor the recommended award or the reasons for awarding or not awarding.

(Res. 04-12 (§ 10.10), 1-16-12)

41.40.110 Disagreements about recommendations.

If the Department and the Purchasing Division disagree about the award recommendation, the Department Director or designee and the Purchasing Manager or designee shall meet personally to review the reasons for the disagreement. The mutual goal of the Department and the Purchasing Division is to award to the lowest responsive and responsible bidder for goods or services that meet the Department's require-

ments contained in the specifications. Disagreements that cannot be resolved shall be forwarded to the City Manager's office for final determination.

(Res. 04-12 (§ 10.11), 1-16-12)

Chapter 41.44

SPECIFICATIONS

Sections:
41.44.010 Specifications.
41.44.020 Authority for specifications.
41.44.030 Types of specifications.
41.44.040 Specifications "do's and don'ts."
41.44.050 Preparation of specifications.
41.44.060 Changing specifications.

41.44.010 Specifications.

The term *specification* or *specifications* refers to that portion of a solicitation that describes the required characteristics of a commodity or service. It is used interchangeably with the terms *purchase description*, *purchase specification*, *purchase requirement*, *commercial item description*, *scope of work* and *statement of work*. A specification may include requirements for samples, prototypes, inspection, testing, warranty and packaging. The specifications are the communication medium between the purchaser and the seller and the basis on which the bids are prepared. Specifications for each item should be definite and precise to eliminate the possibility of misunderstanding on the part of the vendor or the purchaser.

The fundamental premise of public procurement is that maximum price competition minimizes government costs. Specifications shall be prepared accordingly.

Specifications which call for only one "brand or trade name" item to be furnished shall not be issued unless prior approval is granted by the Purchasing Manager. "Brand names" may be used to establish acceptable or minimum standards that all vendors must meet or exceed.

In considering and developing specifications, it may be determined that expenditures cannot be expected to provide for excessive levels of quality.

(Res. 04-12 (§ 11.1), 1-16-12)

41.44.020 Authority for specifications.

The City Purchasing Manager is responsible for and has the authority to accept or reject any specification. Since the purpose of a specification is to translate a user's need into the delivery of a good or service, the development of specifications must be a cooperative effort between the using agency and Purchasing. However, prior to release of a specification as part of a solicitation, the Purchasing Manager or buyer must be satisfied that it shall result in a fair and equitable competitive procurement.

(Res. 04-12 (§ 11.2), 1-16-12)

41.44.030 Types of specifications.

There are several types of specifications. The development, selection and use of a particular type are dependent on the situation, time, information available and needs of the user.

(a) Performance Specifications. Performance specifications (also known as functional specifications) are preferred since they communicate what a product is to do, rather than how it is to be built. Among the ingredients of a performance specification would be the following:

  (1) A general nomenclature or description;

  (2) Required performance characteristics (minimum/maximum) to include speed, storage, production capacity, usage, ability to perform a specific function;

  (3) Operational requirements, such as limitations on environment, water or air cooling, electrical requirements;

(4) Site preparation requirements for which the contractor shall be responsible, such as electricity or plumbing, or for which the City shall be responsible;

(5) Compatibility requirements with existing equipment or programs;

(6) Conversion requirements for maintaining current equipment or system until switching to the new equipment or system;

(7) Installation requirements;

(8) Delivery date;

(9) Maintenance requirements;

(10) Supplies and parts requirements;

(11) Quantity and method of pricing;

(12) Warranty; and

(13) Service location and response time.

Note: Performance specifications shall be developed by City agencies unless impractical or unnecessary to fully and accurately describe agency requirements.

(b) Design Specifications. Design specifications employ dimensional and other physical requirements and concentrate on how a product is fabricated, rather than on what it should do. Design specifications are normally prepared by architects and engineers for construction or custom manufactured products. Among the ingredients of a design specification would be the following:

(1) Dimensions, tolerances and specific manufacturing or construction processes;

(2) References to a manufacturer's brand name or model number; and

(3) Use of drawings and other detailed instructions to describe the product.

(c) Brand Name Specifications.

(1) A brand name specification may be used only when the Purchasing Manager has determined that sufficient sources of competition exist for the procurement of the material and that the use of the brand name specification is not intended to limit or restrict competition.

(2) A brand name specification may also be used to describe the standard of quality, performance and other salient characteristics of a material in lieu of a description of its physical or functional characteristics. In such cases, the solicitation shall contain explanatory language that the use of the brand name is for the purpose of describing the standard desired and that the substitution of equivalent materials is permitted.

(3) When a specification mentions a manufacturer's brand name or model number, it shall also include the words "or equal." In this regard, "or equal" is interpreted to mean "substantially (real, actual and/or true, not imaginary) equal and capable of performing the essential functions of the referenced brand name or model." Identify in the requisition any specific features of the referenced brand that must be met.

(d) Service Delivery Specifications (aka Scope of Work/Services). The following is an outline of the types of information that should be included in a scope of work or scope of services developed for procurement of independent contractors providing services other than construction (e.g., HVAC maintenance, window washing, demolition, etc.).

(1) General Requirements. Describe, in general terms, the contractor's responsibility to provide a service or produce a final product.

(2) Specific Requirements. Next, address the specific tasks, sub-tasks, parameters and limitations which must be considered in producing the service or final project. Such factors as the following should be included:

(i) Details of work environment;

(ii) Minimum or desired qualifications;

(iii) Amount of service needed;

(iv) Expected results;

(v) Location of service;

(vi) Definition of service unit;

(vii) Time limitations;

(viii) Travel regulations or restrictions;

(ix) Special equipment required; and

(x) Other factors affecting working environment.

(3) City-Provided Materials or Services. List any plans, reports, statistics, space, personnel or other City-provided items that must be used, or are available for use, by the contractor.

(4) Deliverables, Reports and Delivery Dates. Identify the specific delivery dates for all services and products the contractor must furnish. Be clear about the expectations of the City for the contractor's performance.

(Res. 04-12 (§ 11.3), 1-16-12)

41.44.040 Specifications "do's and don'ts."

(a) Do:

(1) Use the word "must" or "shall" to describe a command or mandatory requirement;

(2) Use the words "should" or "may" to describe an advisory or optional requirement;

(3) Be specific and detailed in presenting mandatory requirements; and

(4) State a requirement of fact once and avoid duplication.

(b) Don't:

(1) Present something as mandatory if it is really only optional;

(2) Write specifications or scope of work that restricts response to a single bidder/offeror; and

(3) Place bid/proposal administrative or contractual terms in the specification portion of the document.

(Res. 04-12 (§ 11.4), 1-16-12)

41.44.050 Preparation of specifications.

All specifications shall be drafted so as to promote overall economy for the purpose intended to encourage competition in satisfying the City's needs and shall not be unduly restrictive. The policy enunciated in this chapter applies to all specifications including, but not limited to, those prepared for the City by independent architects, engineers, designers and draftsmen.

Departments are responsible for the first draft of specifications to be submitted to Purchasing. Lengthy and complex specifications should be submitted to Purchasing via e-mail attachment. After Purchasing

has reviewed the specifications and attached its standard terms and conditions, the Department shall be forwarded a redline draft for final review and approval.

Bids and quotations should be based on concise but adequate specifications. A lengthy specification composed or designed solely for the purpose of eliminating competition, other than those able to supply a particular brand name commodity, should be avoided and the actual brand name or common description should be used when no other of its kind would be equally satisfactory. Specifications should be detailed to provide a basis for full and fair competitive bidding upon a common standard and should be free from any restrictions that would have the effect of stifling competition.

The Purchasing Manager or buyer has authority to require modifications or alterations to a specification to permit competitive bidding. The Purchasing Manager or buyer shall furnish the requesting department representative with a written report of any change(s) and why change(s) is desired and/or necessary. Disagreements between Purchasing staff and agency representatives regarding final bid or proposal specifications shall be resolved by the City Manager.

(Res. 04-12 (§ 11.5), 1-16-12)

41.44.060 Changing specifications.

Once a solicitation has been posted, no changes in the specifications may be made unless an addendum is issued, clearly pointing out such changes. This addendum shall instruct the vendor to sign and attach one copy to his/her response as proof of receipt. Once a decision has been reached on the specification(s), all responses must be based upon the same specifications and no vendor has a right to substitute other specifications for those contained in the solicitation.

(Res. 04-12 (§ 11.6), 1-16-12)

Chapter 41.48

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES PROCUREMENT

Sections:
41.48.010 Purpose.
41.48.020 Authority.
41.48.030 Selection procedures for professional service contracts of $25,000 or more.

41.48.010 Purpose.

The City frequently requires the specialized skills, knowledge, resources and services of private contractors or consultants to complete complex studies, to develop or revise procedures, to conduct audits, to train staff, to design facilities, or to provide a specialized product. The purpose of this section is to set forth policy and procedures for procuring professional, technical and expert services.

(Res. 04-12 (§ 12.1), 1-16-12)

41.48.020 Authority.

(a) Under $25,000. For the purpose of procuring the service of licensed professional(s) or independent consultant(s), any using agency or department requiring such services may procure them on its own behalf when the total cost does not exceed $25,000. Department Directors or Division Managers are responsible for selection and contract administration. Competition is not required; nevertheless, Department Directors or Division Managers are responsible for selection based on applicable and appropriate qualifications, experience, referenced successes and cost factors.

(b) $25,000 to $50,000. With the approval of the City Manager, professional, technical and expert services with a total cost of $25,000 to $50,000 can be procured without competition (see GJMC 41.08.080, Purchasing approval limits table). Department Directors are responsible for providing the City Manager with a written justification and recommendation for the selection.

(c) Over $50,000. With the approval of City Council, professional, technical and expert services can be procured without competition (see GJMC 41.08.080, Purchasing approval limits table). Department Directors are responsible for providing and presenting City Council with a written justification and recommendation for the selection.

(d) Without the approvals set forth above, for the purpose of procuring the services of licensed professionals or independent consultants, all City departments are required to adhere to the selection procedures described in this chapter if the work is to cost $25,000 or more. The City Purchasing Manager is authorized to solicit and procure professional services expected to cost $25,000 or more. Proposals shall be requested and received by the Purchasing Division. Offerors shall be ranked and negotiations may be conducted. No contract for the services of legal counsel shall be awarded without the approval of the City Attorney or his designated representative. Contracts for professional design services shall follow the qualification-based selection process (SOQ).

(Res. 04-12 (§ 12.2), 1-16-12)

41.48.030 Selection procedures for professional service contracts of $25,000 or more.

The selection process for professional services, to include design firms, architects, engineers, land surveying, auditors, training and other professional or technical specialized services shall be competitive whenever possible. Prior to making the decision to solicit proposals a determination must be made if the process is to be single- or multi-step. In a multi-step process, the department desiring the services should determine if it would be in the best interest of the City to obtain qualification letters or statements of qualification (SOQ) from prospective providers prior to soliciting proposals. If that is the desire of the requesting department, the process will start with the SOQ. The following process shall be adhered to in varying degrees as agreed upon between the using department and the Purchasing Manager.

(a) Step 1. The first step requires the Director to designate a representative to serve as project coordinator, also known as "project manager." Prior to preparing a requisition to issue a request for proposals (RFP), the project coordinator shall confer with the Purchasing Division to determine whether an RFP is the appropriate mechanism for the procurement or if a qualification letter/statement of interest (SOQ) is the first step of the process. If the RFP is recommended, a schedule for the selection process shall then be established.

(b) Step 2. The project coordinator shall prepare a purchase requisition to transmit to the Purchasing Division with the scope of work (minimum requirements for services) for the project. The scope of work (SOW) shall be submitted in writing or e-mail. The SOW seeks results; it is performance, not process, oriented and requires a systematic approach. It should define the mission of the RFP or answer the question "why" this acquisition is being made or considered. It also discusses "how," at least in broad terms, the mission is to be accomplished. The SOW defines the logical flow of activities, specifies the expected result or outcome of each and delineates how this shall be measured. It defines who is responsible for what; i.e., it identifies the responsibilities of both parties (purchaser and supplier).

(c) Step 3. Accompanying the SOW shall be (1) a proposed calendar of events, and (2) the recommended evaluation criteria to be incorporated into the RFP and used to rank and select the service provider. (3) The department shall also provide the names and addresses of the recommended evaluation committee members and a list of prospective offerors to be contacted.

(d) Step 4. The Purchasing Division shall prepare a draft RFP for departmental review. Only after all revisions are made will the RFP be advertised by the Purchasing Division.

(e) Step 5. The Purchasing Division shall receive all proposals until the deadline date, place and time specified. At that time, submittals shall be opened, recorded and reviewed to be certain the administrative requirements of the RFP have been met. Note: At this stage only the names and addresses of respondents are public record; all other information is confidential until contract negotiations are completed and award has been made or the project is cancelled.

(f) Step 6. Copies of the proposals shall be forwarded to the department for distribution to evaluation committee members for perusal prior to the formal selection meeting that follows.

(g) Step 7. Committee members shall then meet as a team. The team reviews each proposal and determines the strengths and weaknesses of each. The team members may score each proposal using a rating form that is specifically prepared for the unique conditions of the proposed contract work. After all proposals have been evaluated, team members shall rank the proposals in order of preference. The references of the highest ranked firm are checked to support the team finding. The evaluation must be done in accordance with the criteria contained in the RFP. The information in proposals is confidential during the evaluation process. If requested, a representative of the Purchasing Division shall assist the committee to assure that evaluations are conducted as stated in the RFP. If warranted, interviews or oral presentations may be scheduled to further assess the capabilities of the proposers.

The committee recommendation does not authorize the committee or department to notify any offeror of the status of the evaluation.

(h) Step 8. The Purchasing Representative and/or the project coordinator may conduct negotiations with the recommended offeror until a final contract is agreed upon. If necessary, the City Attorney's office shall be asked to review the draft contract document before award. If terms or compensation cannot be agreed upon with the best-qualified offeror, negotiations shall be terminated. If proposals were submitted by one or more other offerors determined to be qualified, negotiations may be conducted with such other offeror or offerors, in order of their respective qualification ranking, and the contract may be awarded to the offeror then ranked best qualified if the amount of compensation is determined to be fair and reasonable.

(i) Step 9. After both parties have agreed to the terms of the contract, the contract shall be presented to the proper authority for execution. Authority to award and execute contracts shall comply with purchasing authority thresholds as set forth in GJMC 41.08.080.

(j) Step 10. All proposers shall be notified of the selection.

(k) Step 11. The length of professional services is one year with three additional one-year extension options. If the cost increases, the contract amendment approval should be made according to the purchasing approval limits.

(Res. 04-12 (§ 12.3), 1-16-12)

Chapter 41.52

EMERGENCY PURCHASES

Sections:
41.52.010 Emergency purchase definition.
41.52.020 Authority.
41.52.030 Emergency purchase procedures.

41.52.010 Emergency purchase definition.

Emergency purchases are made to protect the public health of citizens or when immediate repair is necessary to prevent further damage to public property, machinery or equipment. In addition, a bona fide emergency purchase is when the functioning and operation of a City department would be seriously hampered or delayed through use of the normal purchasing process.

(Res. 04-12 (§ 13.1), 1-16-12)

41.52.020 Authority.

In case of an emergency affecting the public peace, health or safety, the City Manager may waive all provisions for competitive bidding. In such instances, the City Manager may direct the appropriate Department Director or Purchasing Manager to procure such emergency needs by informal open market procedure, as expeditiously as possible, at not more than commercial prices. When expenditures exceed $50,000, a full report of the circumstances necessitating the emergency action shall be presented at the next City Council meeting by the City Manager.

(Res. 04-12 (§ 13.2), 1-16-12)

41.52.030 Emergency purchase procedures.

(a) Criteria. The following are the criteria for determining whether to use emergency purchase procedures:

  (1) An equipment breakdown or act of God threatens to terminate essential services; or

  (2) A dangerous condition or immediate need for supplies, equipment or services threatens public safety, health or welfare.

(b) Procedures. The following are procedures to be followed for emergency purchase situations:

  (1) In the event of an actual emergency during nonworking hours, the Department Director or designee may purchase directly any supplies whose immediate procurement is essential to protect the life, health or safety of the public. When expenditures exceed $25,000, the Department Director or designee of the City agency using the emergency procedure shall submit, by close of business the next work day, a requisition with a copy of the delivery document and a written report explaining the circumstances of the emergency to the City Purchasing Division.

  (2) During normal City business hours, the Department shall notify the Purchasing Manager of the emergency situation and request verbal approval to proceed with the emergency purchase. The Department shall provide the following:

    (i) The nature of the emergency;

    (ii) The estimated cost of the services/goods required; and

    (iii) The vendor recommended to receive the order.

(Res. 04-12 (§ 13.3), 1-16-12)

Chapter 41.56

SOLE SOURCE DESIGNATION

Sections:
41.56.010 Authority.
41.56.020 Sole source criteria.
41.56.030 Procedures.

41.56.010 Authority.

The City purchasing manual allows for exemption from the competitive procurement process when a written determination has been made by a Department Director or Division Manager, and approved by the Purchasing Manager, City Manager or City Council, that there is only one source practicably or reasonably available to supply a good or service.

When in the opinion of the Purchasing Manager the best interests of the City shall be served, the Purchasing Manager may authorize the use of sole source procurement procedures, provided the expenditure does not exceed $25,000. Initial sole source requests up to $25,000 must also be approved by the Department Director. Initial sole source requests from $25,000 to $50,000 must be approved by the City Manager. Initial requests for sole source expenditures of $50,000 or more shall be approved by City Council. See GJMC 41.08.080, Purchasing approval limits table.

Approved sole source requests may remain in effect for the useful life of the product/project given that the criteria set forth in this section are still applicable. Purchases of items related to prior approved sole source requests may be procured without repetitive approval authority given that budgeted funds are available.

(Res. 04-12 (§ 14.1), 1-16-12)

41.56.020 Sole source criteria.

The following are the criteria used for determining sole source:

(a) The vendor is the original equipment supplier/manufacturer with similar parts or equipment available from another manufacturer;

(b) The compatibility or conformity with City-owned equipment or materials in which nonconformance would require the expenditure of additional funds;

(c) No other equipment is available that shall meet the specialized needs of the department or perform the intended function;

(d) Detailed justification is available which reasonably establishes that the vendor is the only source practicably available to provide the item or service required;

(e) Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City; or

(f) The product, equipment or service is functionally superior to all other competitive products.

(Res. 04-12 (§ 14.2), 1-16-12)

41.56.030 Procedures.

(a) The department shall complete a sole source justification form and attach documentation and justification that establishes that the proposed vendor is the only source reasonably or practicably available to provide the item or service required. The department is responsible for conducting negotiations, as appropriate, as to price, delivery and terms. In an effort to ensure that sole source justification forms are valid, after a period of three years, the purchasing staff may request that the

using department update the information or justify that the sole source conditions continue to be valid. The sole source justification form can be found on the intranet under Forms – Purchasing.

(b) Authorization Thresholds. For sole source purchases follow the approval limits designated in Chapter 41.08 GJMC. If a sole source is required to be approved by the City Council, the presentation to Council for final approval or disapproval must be made by the requesting department. The Purchasing Manager shall review the recommendation for compliance with the City's policies prior to the agenda being forwarded to the City Clerk to be placed on City Council's agenda. Presentation shall be made by the requesting department.

(Res. 04-12 (§ 14.3), 1-16-12)

Chapter 41.60

INFORMATION TECHNOLOGY PURCHASES

Sections:
41.60.010 Authority of Information Technology Director.
41.60.020 General guidelines.
41.60.030 Request and purchase procedure.

41.60.010 Authority of Information Technology Director.

All purchases of computer hardware and software must have prior approval of the City's Information Technology (IT) Director or his designated representative.

Any purchase request submitted directly to Purchasing shall be returned to the requesting department without further processing.

(Res. 04-12 (§ 15.1), 1-16-12)

41.60.020 General guidelines.

The procedures set forth in this chapter shall be followed for all hardware and software purchases, usage, and installation regardless of price, including monitors, printers, plotters, scanners, memory and multi-function cards, co-processor chips, disk drives, backup units and/or any other device/component which is controlled by computer.

Each department shall be responsible for ensuring no unauthorized software or programs are installed on their machines by their assigned personnel. Should an unauthorized installation be discovered on a department machine by IT personnel, the assigned department head and the Financial Operations Manager shall be notified by IT.

Only properly licensed software/hardware owned by the City of Grand Junction may be installed on City-owned machines. All City computer hardware/software classified as "infrastructure" or "City-wide" shall be under the jurisdiction of the Information Technology Division.

Any software or browser plug-ins downloaded from the Internet needed to view, hear or read web pages shall be the responsibility of the user to install and troubleshoot. Patches, minor updates and hardware drivers for approved software and hardware may be downloaded from the Internet.

(Res. 04-12 (§ 15.2), 1-16-12)

41.60.030 Request and purchase procedure.

(a) The department requesting the purchase shall prepare a computer hardware/software requisition form which shall be forwarded to the IT Manager by e-mail or hard copy. The requisition shall state the reason/need for the item, item description including system requirements, estimated costs, possible vendors and applicable accounting information.

(b) The IT Manager or his designated representative shall evaluate the request. Routine items that are department specific for which no IT support is being requested can be authorized by the IT Manager.

(c) Hardware and software items that affect more than one department, the City-wide or infrastructure systems, significant upgrades or version changes to existing software or items for which technical support is being requested must be approved by the IT Manager. The IT Manager can approve the request, approve an alternative purchase and/or arrange a meeting with the department involved to discuss the request.

(d) Approved purchases under $5,000 shall be returned to the requesting department for purchase with a recommended vendor. Purchase requests of $5,000 or more shall be the responsibility of the IT Manager who shall follow the procurement rules and regulations as set forth herein.

(e) "Sole Source" Computer Equipment Acquisition. Purchases which would, because of dollar amount, require a bid procedure, but for which it is deemed not in the City's interest to seek bids (because of the need to standardize equipment and/or provide equipment which fits within current maintenance/service policy), shall be so marked upon forwarding to IT Manager. Such purchase requests must meet City guidelines for sole source procurement (See Chapter 41.56 GJMC). Sole source computer related purchases shall be justified in writing by the IT Manager.

(Res. 04-12 (§ 15.3), 1-16-12)

Chapter 41.64

FLEET PURCHASES

Sections:
41.64.010 Authority of the Fleet/Facility Manager.
41.64.020 General guidelines.
41.64.030 Overview.
41.64.040 Vehicle and equipment specifications.
41.64.050 Bid evaluation.
41.64.060 Vehicle and equipment standards.
41.64.070 Vehicle identification.
41.64.080 Equipment transfer and turn-in.

41.64.010 Authority of the Fleet/Facility Manager.

The City's Financial Operations Manager or his designated representative must review all purchase requests for vehicles and industrial equipment.

Any purchase request submitted directly to Purchasing shall be returned to the requesting department without further processing.

(Res. 04-12 (§ 16.1), 1-16-12)

41.64.020 General guidelines.

It is the policy of the Fleet Services Division (FSD) to provide the latest in vehicle and equipment technology to the City of Grand Junction service divisions in the most cost effective fashion possible. It is also the FSD's responsibility to plan for replacement of City of Grand Junction vehicle and equipment assets in the most practical and economical time frame.

All vehicles and industrial equipment with a purchase value of $5,000 and above or vehicles and equipment that require registration and licensing to operate on public roads and highways shall be included in the fleet replacement accrual fund and under the direction of the FSD.

(Res. 04-12 (§ 16.2), 1-16-12)

41.64.030 Overview.

The economic life cycle of vehicles and equipment in today's industry is considerably longer than in the past. The ability of computerized fleet maintenance management systems and other technology such as oil analysis, engine analyzers, and on-board computer systems has had a positive impact on the length of service life. The change is demonstrated by the higher mileage warranties that are offered on some vehicles in fleet environments.

The most advantageous replacement frequency is not a preset, inflexible interval in usage, years, or maintenance cost, as has occurred in past years for some fleets. The most economical replacement opportunity will occur within a specified time frame or replacement window.

(Res. 04-12 (§ 16.3), 1-16-12)

41.64.040 Vehicle and equipment specifications.

Specifications are developed by the Fleet Supervisor or a delegated representative and reviewed by the Purchasing Division for programmed replacements and approved additions to the fleet for which FSD will inherently have asset management responsibility, in consultation with the using agency. Specifications are developed/updated on an as-needed basis as early in the fiscal year as possible (subject to known/projected needs, availability of spec information, etc.). Specifications consider the using department's needs to the maximum extent possible, while also providing for standardization of similar fleet

units to promote unit assignment flexibility. Specifications attempt to maximize supplier source options, while providing for using agency and City needs for satisfactory equipment and supplier performance.

Note: It is the responsibility of the user department to request early replacement, replacement upgrades and new vehicle or equipment additions to the fleet. During the budget process by the appropriate level the annual rental rate will be included in the requesting department's operating budget by the Accounting Division. FSD will continue to use the Equipment Replacement Committee to evaluate and approve projected vehicles and equipment for replacement as established by the replacement fund.

(Res. 04-12 (§ 16.4), 1-16-12)

41.64.050 Bid evaluation.

The FSD and the Purchasing Division with the cooperation of the user department will evaluate bids for those fleet units for which they have asset management responsibility. Bid evaluations will consider the extent to which bids meet or exceed the minimum requirements. Bid evaluations may be based on one or more established grading scales. When deemed necessary, equipment demonstrations may be conducted to assist in the evaluation process (equipment pre-qualification process).

(Res. 04-12 (§ 16.5), 1-16-12)

41.64.060 Vehicle and equipment standards.

It is the policy of FSD to apply vehicle standards to all vehicle and equipment acquisition. The standards will enable the FSD to standardize specifications, repairs, parts acquisition and training to both technicians and operators. This minimizes costs and enhances efficiency. Standards will clearly define the need for specific features to perform job duties of a specific type and definition.

Replacement units shall be equivalent to the unit being replaced, unless a more economical downgrade is appropriate. Example: downgrade a full size pickup for a compact sedan or hybrid.

The goal is to meet the using department needs while providing the lowest practical ownership costs with the least environmental impact.

To standardize fleet units, options and equipment packages whenever possible and practical, downsizing is encouraged. The following criteria will be used for the selection of appropriate vehicles:

(a) Administrative sedans will be mid-size or smaller.

(b) Public safety units subject to pursuit or emergency calls may be full-size sedans.

(c) All unmarked public safety units will be mid-size.

(d) All units will be of the smallest practical size.

(e) All units will be two or front wheel drive unless off-road or all wheel drive can be justified.

(f) K-9 units shall be full-size wagon or SUV.

Alternative fuel will be considered on all units where an alternative fuel is available. Types of alternative fuels include, but are not limited to, E85, electric, electric/gas (hybrid) and compressed natural gas (CNG).

(Res. 04-12 (§ 16.6), 1-16-12)

41.64.070 Vehicle identification.

Fleet units operated by the City of Grand Junction shall comply with all local and State laws, regulations, and ordinances, which prescribe the identification of City fleet units. Those fleet units for which the FSD has asset management responsibility shall be marked by the FSD.

(Res. 04-12 (§ 16.7), 1-16-12)

41.64.080 Equipment transfer and turn-in.

The FSD shall manage the departmental assignment of all units for which it has asset management responsibility.

Transfer requests and/or new equipment requests shall be made to the FSD by the agency to receive the fleet unit. Fleet units, which are no longer needed by an agency, may be returned to the FSD at any time with written notice to the FSD requesting termination of the unit assignment.

(Res. 04-12 (§ 16.8), 1-16-12)

Chapter 41.68

COOPERATIVE PROCUREMENT

Sections:
41.68.010 General.
41.68.020 Authority.

41.68.010 General.

Cooperative procurement is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions.

Cooperative procurement transactions must be legitimate and enforceable. There must be mutuality of understanding between buyers and sellers and a commitment on the part of participants in the cooperative procurement process to purchase from the successful vendor.

"Shopping" cooperative contracts (using one jurisdiction's contracts to bargain with other vendors) is considered an unethical purchasing practice. City employees shall not engage in this practice.

(Res. 04-12 (§ 17.1), 1-16-12)

41.68.020 Authority.

(a) The Purchasing Manager is authorized to participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies in order to combine requirements, increase efficiency or reduce administrative expenses. Participation in cooperative procurements as described in this chapter is exempted from competitive bidding and advertising requirements.

(b) The Purchasing Manager is authorized to use the Colorado Division of Purchasing or political subdivisions of the State or other governmental entities in the purchase of supplies, materials or equipment when such actions shall serve the best interest of the City.

(c) If the Purchasing Manager determines that another jurisdiction or co-op has entered into a competitive contract that allows participation by the City ("piggy-backing"), the City may make purchases from such contract(s).

(Res. 04-12 (§ 17.2), 1-16-12)

Chapter 41.72

CITY PRIVATIZATION AND COMPETITIVE POLICY

Sections:
41.72.010 Purpose.
41.72.020 Background.
41.72.030 Policy.
41.72.040 Guidelines.
41.72.050 City's cost comparison methodology.
41.72.060 Public/private competitive process.
41.72.070 Computing the cost of in-house service delivery.
41.72.080 Computing the costs of contract service delivery.
41.72.090 Cost comparison.

41.72.010 Purpose.

The purpose of this chapter is to set forth and establish policy and general guidelines for a privatization and competitive City procurement policy.

(Res. 04-12 (§ 18.1), 1-16-12)

41.72.020 Background.

The following privatization and competitive procurement policy has been established as a management tool for the City to use in achieving its goal of being a model of effective, efficient and responsive municipal government, working in partnership with the private sector. Effective use of this management tool shall enhance the City's ability to ensure the most cost-effective and beneficial expenditure of taxpayer dollars by utilizing the best talents, ideas and resources from both the public and private sector.

(Res. 04-12 (§ 18.2), 1-16-12)

41.72.030 Policy.

The City of Grand Junction's policy is to utilize the most beneficial methods from the public and private sectors to provide quality services and products to its citizens. When practicable, the City shall utilize a comparative cost and benefit analysis process with the private sector. Privatization of a "core competency" service or operation (i.e., policy-making position/operation or functions required by statute to be performed by a government employee, etc.) shall not be considered.

(Res. 04-12 (§ 18.3), 1-16-12)

41.72.040 Guidelines.

When directed by the City Manager, the Department Director and/or Purchasing Manager shall prepare a written feasibility study for the privatization of a service or operation performed by City employees. The study shall be returned to the City Manager for final feasibility determination. If the City Manager determines that it is feasible, the process shall continue with the preparation of a competitive solicitation.

(Res. 04-12 (§ 18.4), 1-16-12)

41.72.050 City's cost comparison methodology.

The City's cost comparison methodology is based on the avoidable costs approach and shall include in the computations only those costs that the City shall no longer incur (i.e., avoid) by contracting out.

(Res. 04-12 (§ 18.5), 1-16-12)

41.72.060 Public/private competitive process.

The steps and responsibilities during the public/private competitive process are similar to the traditional purchasing process except for the fact that a bid/proposal from a City department is included. Because a City operating department is participating in the competition, two additional steps must be taken by the City to establish the credibility of the City proposal. Those steps are (a) certification of the City proposal, and (b) a post-implementation audit of the service provider.

Steps in competitive process are:

(a) Identify privatization target areas, such as:

(1) New services that have never been provided before that shall require an increase in capital investment and/or full-time employee increases;

(2) Services or operations that are commonly provided in the private sector marketplace;

(3) Areas experiencing high personnel attrition/turnover;

(4) Areas of documented poor service or a high volume of customer complaints;

(5) Areas that have the greatest potential for cost benefits;

(6) Pilot program(s) to measure comparative cost benefits of internal to external (privatized) performance; and

(7) Extraneous/fringe tasks not directly related to primary mission.

(b) Identifying Service and Associated Costs.

(1) When the decision to use the competitive process is made, the operating department shall specify the service to be evaluated. That department is then responsible for notifying the parties that shall be affected by the process, including the City Council, City Manager, Financial Operations Manager, City Auditor and City Attorney. All of these City officials shall need to prepare for their roles in the process.

(2) Operating department personnel shall identify costs by determining the resources required and the method to be used for delivery of the service. The Financial Operations Manager then assists the operating department in identifying the costs of resources that shall be needed to deliver the service.

(c) Preparing Solicitation Specifications for Privatization of City Provided Service. The Purchasing Division prepares the solicitation specifications utilizing the final scope of work (services) for service delivery prepared by the Department Director and his staff.

(d) Certify City Cost Proposal. The City's Financial Operations Division receives and tests the City proposal for reasonableness of proposed costs prior to competitive submission.

(e) Solicitation Opening. At the opening date and time, the Purchasing Manager opens and announces the proposals, including the City proposal. The City Manager appoints an evaluation committee that reviews all proposals. The evaluation committee assesses the cost, service level and management control issues after studying all responses and the City proposal and prepares a written recommendation that is forwarded to the City Manager and Purchasing Manager. A final recommendation is prepared by the Purchasing Division for presentation to City Council.

(f) Award Contract. The City Manager and City Council make the final selection after reviewing the responses submitted, the City cost proposal and the recommendations of the evaluation committee. If the service shall be provided by the private sector, contracts are signed. If the service shall be provided by City staff, the City proposal and bid specifications shall serve as a performance contract.

(g) Monitoring or Supervision. The operating department is responsible for monitoring the contract if a private entity is selected or for supervising the service delivery if City staff is selected to provide the service. Contract monitoring shall involve an inspection function, a system for providing feed-

back to the contractor on service levels, coordination of payments to contractor and recordkeeping on contract requirements, such as insurance. In all cases, the operating department retains responsibility for providing the service to the citizen.

(Res. 04-12 (§ 18.6), 1-16-12)

41.72.070 Computing the cost of in-house service delivery.

The following four cost categories together compose the total cost of in-house service delivery (see following model, subsection (e) of this section):

(a) Personnel Costs. Personnel costs are the annualized salaries, wages and fringe benefits of all full-time and part-time staff involved with the in-house delivery of the target service or activity.

(b) Nonpersonnel Costs. Nonpersonnel costs include travel, utilities, printing and reproduction, contractual services, maintenance and repair, materials and supplies and other costs associated with in-house delivery of the target service or activity.

(c) Overhead (Indirect) Costs. This category includes the support and shared costs that are not 100 percent chargeable directly to the in-house delivery of the target service or activity. The City shall use two classes of overhead costs: (1) operations overhead, and (2) general and administrative overhead.

(1) Operations overhead refers to those indirect costs incurred by the first supervisory level above and in support of the target service or activity.

(2) General and administrative overhead refers to all other indirect costs, exclusive of operations overhead, incurred in support of the in-house delivery of the target service or activity. Examples of general and administrative overhead cost include those costs incurred in support of the target service or activity by such City departments as Finance, Personnel, Purchasing, City Attorney, Risk Management, etc.

Note: Only overhead costs and general and administrative overhead costs that will be avoided if the target service or activity is contracted out are considered.

(d) Depreciation Costs. The depreciation of capital assets (facilities and equipment) used in significant amounts for the in-house provision of a target service or activity.

(e) Total In-House Costs. The total avoidable personnel, nonpersonnel, indirect and depreciation costs; this sum constitutes the "total in-house performance costs" and is compared to "contract performance costs."

(Res. 04-12 (§ 18.7), 1-16-12)

41.72.080 Computing the costs of contract service delivery.

(a) The City shall use the following six cost categories that together shall constitute the total cost of contract service delivery:

(1) Contract Price. This is the price or cost that a prospective contractor proposes to charge to provide the target service or activity.

(2) Contract Administration Costs. These are the costs incurred in letting bids and proposals and in managing the resulting contract(s) until the service or activity is completed and final payment is made.

(3) One-Time Conversion Costs. These costs are incurred when City service or activity is converted to contract service delivery. One-time conversion costs include:

(i) Personnel-related costs, such as unemployment compensation, accrued PTO benefits owed City employees and any other severance-type costs;

(ii) Material-related costs associated with the preparation and transfer to the contractor of any City-furnished facilities and equipment; and

(iii) Other costs, such as penalty fees for terminating leases or rental agreements and the costs of holding unused or underused facilities or equipment until other uses can be found or until they are sold or leased.

(4) Revenue. This includes any new revenue stream or increased revenue stream (e.g., rents, lease payments or parking facility revenues) that results from contracting out. Revenue is treated as a deduction from the cost of contracting out.

(5) Disposal of Assets. The net disposal value is computed by subtracting from the estimated salvage value the cost of disposal of any assets made redundant by contracting out. If the net disposal is positive, the amount is treated as a deduction from the cost of contracting out. But if this value is negative, the amount is treated as a cost of contract service delivery.

(6) Local Income Tax. The new revenues to be generated by transferring a service or activity to the private sector are entered as a deduction from the cost of contracting out.

(b) Total Contract Performance Costs. The total costs are the contract price, plus contract administration and a one-time conversion cost minus revenue and City income taxes, plus or minus disposal of assets costs. These cost data are transferred to the cost comparison form.

(Res. 04-12 (§ 18.8), 1-16-12)

41.72.090 Cost comparison.

The major cost categories, for both in-house and contract service deliveries, employed by the City in its cost comparison methodology should include at a minimum: performance periods and cost comparison ratio.

(a) Performance Periods. Carry out the cost analysis for up to three performance periods. A performance period is one fiscal year or contract year. Several reasons exist for extending the cost comparison beyond one performance period. First, the full cost savings may not be realized in a single performance period. Secondly, one-year comparisons cannot account for changes in public and private wage increases preprogrammed for several years into the future.

(b) Cost Comparison Ratio. The cost comparison ratio is designed to establish a threshold below which a change in service delivery from in-house delivery to contract may simply not be warranted. While the change in service delivery mode is theoretically justifiable on the basis of any cost savings, as a practical matter the cost savings should be sufficient to justify the organizational upheaval that also occurs. The City of Grand Junction, by this reference, establishes a cost savings threshold of 10 percent: contracting out must generate at least a 10 percent cost savings for the City to deem the change worthwhile.

(Res. 04-12 (§ 18.9), 1-16-12)

Chapter 41.76

DISPOSAL OF SURPLUS PROPERTY

Sections:
41.76.010 General.
41.76.020 Policy.
41.76.030 Methods of disposal.
41.76.040 Allocation of proceeds.
41.76.050 Sales to employees.
41.76.060 Documentation.
41.76.070 Disposal of grant-funded equipment.

41.76.010 General.

The final step in the procurement cycle is disposition of an item or items when they are no longer useful to the City. The timely identification of surplus and obsolete material(s) is essential to an effective disposition program. Delayed identification ties up capital, resulting in higher maintenance and salvage costs and further deterioration of items.

(Res. 04-12 (§ 19.1), 1-16-12)

41.76.020 Policy.

The Purchasing Manager is authorized to conduct and monitor the City's surplus property program. The following are the City's general policies for disposition of surplus:

(a) The Purchasing Manager may require Division Managers to provide periodic departmental reports of all supplies which are no longer used or which have become obsolete, worn out or unusable.

(b) The Purchasing Manager shall have authority to transfer stock or other surplus inventory items or surplus equipment that has become unsuitable for public use.

(c) All sales shall be made to be in the best interest of the City.

(d) The Purchasing Manager has authority to forgo an auction or sealed bid process when the surplus material(s), supply(ies) and equipment can be donated or sold to other governmental entities or non-profit organizations as is in the best interest of the City.

(Res. 04-12 (§ 19.2), 1-16-12)

41.76.030 Methods of disposal.

When items become excess, obsolete or surplus, the using department must report them to the Purchasing Division. In cases of disposal of items with an original purchase cost of $10,000 or more, the Accounting Division shall be notified in order to update the department's fixed asset accounts. The following are the methods of disposition that may be used for the items:

(a) Transfer. Transferring to another department with a use for the item is the best method of disposition. A department wishing to accept an item available for transfer shall notify Purchasing and receive approval for the transfer. Both the transferring and receiving departments must update their inventory records to document the disposition of the item. The surplus transfer form can be found on the intranet under Forms – Purchasing.

(b) Sale. There are several methods of selling excess and surplus items.

    (1) Auctions. The City contracts with auctioning services to sell items to the highest bidder at advertised public auctions.

(2) Sealed Bids. The Purchasing Manager may determine that items shall be sold at sealed bid sale. Public notice of the sale is made and solicitations are mailed to prospective bidders. This method assures reaching a large number of prospective bidders and allows potential purchasers from outside the immediate geographic area to participate in the bidding.

(3) Commercial Markets. The Purchasing Manager may determine that items may be offered for sale to established commercial markets. Candidates for this method of sale include antiques, art and specialized equipment.

(4) Sale of Scrap. Many items that are no longer usable may have a residual value. The Purchasing Division may arrange for the sale of scrap items with the money returned to City's general fund.

(5) Posted Prices. From time to time, where there is no regular market and demand is erratic, an item may be marked with a pre-established price and sold to the public on a first-come basis.

(c) Trade-In. The Purchasing Manager may determine that it is advantageous to the City to seek bids on replacement items with the bidders allowing/offering trade allowance and no trade allowance pricing. Award may be made in the manner that is most advantageous to the City.

(d) Cannibalization. Disassembling an item to use its components for repair or maintenance of a similar item is authorized only if cannibalization has more value and benefit than disposal or trade-in of the item. The Purchasing Manager must grant approval before an item is cannibalized and removed from the Department's property list.

(e) Donation. Only the City Council may dispose of an item by donation to a party outside of City government if the item has a value in excess of $50,000. Items valued at less than $50,000 shall be approved by the City Manager.

(f) Waste Disposal Hazardous Materials. There are strict federal and State laws regarding the disposal of hazardous materials. Departments that generate hazardous materials shall use City contracts for the proper disposal of these materials. Disposal of hazardous materials shall be directed by the City's Fire Chief or environmental specialist. Departments shall contact the Fire Chief or environmental specialist before moving, transferring or selling any hazardous materials.

(Res. 04-12 (§ 19.3), 1-16-12)

41.76.040 Allocation of proceeds.

Unless otherwise directed by the City Council or required by a grant, the proceeds from the disposition of surplus or excess property shall be deposited in the City's general fund.

(Res. 04-12 (§ 19.4), 1-16-12)

41.76.050 Sales to employees.

To avoid any appearances of impropriety in the disposition program, employees of the City may not purchase items unless the sale is to the highest bidder at a public auction or by sealed bid after appropriate public notification of the sale.

(Res. 04-12 (§ 19.5), 1-16-12)

41.76.060 Documentation.

The surplus items form is used to report a surplus or excess item to the Purchasing Division. This form is required to report the transfer or disposition of an excess item. The form can be found on the intranet under Forms – Purchasing.

(Res. 04-12 (§ 19.6), 1-16-12)

41.76.070 Disposal of grant-funded equipment.

When equipment was purchased using funds from State or federal grant funds, the provisions of the grant must be followed during disposal. It is the disposing department's responsibility to notify Purchasing at the time of the surplus property report of any grant provisions that must be followed. If required by the grant provisions, proceeds from disposal may be returned to the grant-funding agency.

(Res. 04-12 (§ 19.7), 1-16-12)

Chapter 41.80

CITY STORES (INVENTORY WAREHOUSE)

Sections:
41.80.010 Purpose.
41.80.020 Stores catalog.
41.80.030 Stores requisition form.
41.80.040 Stores window pickup.
41.80.050 Delivery times.
41.80.060 Inventory control.

41.80.010 Purpose.

City "Stores" is a central warehouse in which common-use commodities, items used by more than one department, are stored and issued on an "as needed" basis to requesting divisions. The primary function of Stores is to maintain immediate availability of commonly used materials and supplies. Stores' secondary function is to warehouse emergency backup supplies and provide for the storage and retrieval of historical City records. Emergency backup supplies are those supplies that are critical to the continued operation of the City and have long delivery lead times. Stores also serves as a central delivery point to receive goods and to assure appropriate inspection and delivery when required.

(Res. 04-12 (§ 20.1), 1-16-12)

41.80.020 Stores catalog.

A Stores stock catalog containing the descriptive listing of items and item numbers shall be available on the City intranet published and maintained by the Purchasing Division.

(Res. 04-12 (§ 20.2), 1-16-12)

41.80.030 Stores requisition form.

Departments and agencies requesting delivery from Stores inventory shall use the requisition form through New World Systems. Once this form is completed and approved, the system automatically reserves from Stores inventory the requested items.

(Res. 04-12 (§ 20.3), 1-16-12)

41.80.040 Stores window pickup.

Items may be picked up at Stores during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday. Stores hours will be changed to comply with summer work schedules. Recipients of over-the-counter issues are required to have departmental authorization and the account number to which the item(s) shall be charged.

(Res. 04-12 (§ 20.4), 1-16-12)

41.80.050 Delivery times.

Departments requesting supplies from Stores shall receive their deliveries the next business day, provided Stores requisition forms are received a day in advance.

(Res. 04-12 (§ 20.5), 1-16-12)

41.80.060 Inventory control.

The proper functioning of an inventory accounting system demands that all materials and supplies received, issued and on hand be accounted for, both in quantities and values, and that, periodically, the inventory records and accounts be verified by actual physical inventory.

The Purchasing Division shall be responsible for conducting periodic inventories to:

(a) Ensure accurate record accountability;

(b) Support the value of inventory shown in the fund balance sheet; and

(c) Disclose the possibility of fraud, theft or loss.

(Res. 04-12 (§ 20.6), 1-16-12)

Chapter 41.84

GREEN PROCUREMENT POLICY

Sections:

41.84.010 Purpose.
41.84.020 Fundamentals.
41.84.030 Environmentally preferable products.
41.84.040 Recycle.
41.84.050 Conservation and waste reduction.
41.84.060 Responsibilities of the CORE (Conserving Our Resources Efficiently) Committee.
41.84.070 Responsibilities of the Purchasing Division.
41.84.080 Division responsibilities.
41.84.090 Exemption.
41.84.100 Other areas.

41.84.010 Purpose.

The City of Grand Junction recognizes our employees, contractors and vendors can make a positive influence in our environment. Environmental factors should be a subject of competition among vendors seeking City contracts. By including environmental considerations in our procurement decisions, along with our traditional concerns of price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, conserve natural resources, support recycling ethics and minimize harmful impacts on our environment. It is understood that employees shall use their professional judgment and common sense in applying this policy.

(Res. 04-12 (§ 21.1), 1-16-12)

41.84.020 Fundamentals.

(a) Environmentally preferable products have a lesser impact on human health and the environment.

(b) Recycling will reduce landfill waste and provide a process to reuse materials.

(c) Waste prevention eliminates or reduces the amount or toxicity of materials before they enter the solid waste stream.

(d) Energy conservation includes fuel use and electrical use, such as lighting, heating and cooling.

(Res. 04-12 (§ 21.2), 1-16-12)

41.84.030 Environmentally preferable products.

The objective is to purchase products that have reduced environmental impact because of the way they are made, used, transported, stored, packaged and disposed of. These products do not harm human health, are less polluting and minimize waste, maximize use of biobased or recycled materials, conserve energy and water, and reduce the consumption or disposal of hazardous materials. When determining whether a product is environmentally preferable, the following standards should be considered:

(a) Biobased – made from renewable materials;

(b) Biodegradable – compostable;

(c) Carcinogen-free – low toxicity;

(d) Bioaccumulative toxic (PBT)-free – free of organic compounds resistant to environmental degradation;

(e) Chlorofluorocarbon (CFC)-free – non-ozone depleting substances;

(f) Heavy metal free – no lead, mercury, cadmium;

(g) Low volatile organic compound (VOC) content – energy-, resource- and water-efficient;

(h) Energy Star and energy-efficient products.

(Res. 04-12 (§ 21.3), 1-16-12)

41.84.040 Recycle.

Recycled items are or can be made with recovered materials. The intent of this policy is to purchase items containing the highest percentage of recovered materials practicable.

(a) Printing and writing papers including all copy paper shall contain a minimum of 30 percent post-consumer recycled content. Imprinted letterhead paper, envelopes, and business cards will also be printed on recycled paper as long as the look and image of professionalism is maintained.

(b) Paper products including janitorial supplies, shop towels, hand towels, facial tissue, toilet paper, seat covers, corrugated boxes, file boxes, hanging file folders and other products composed largely of paper shall be made from recycled materials whenever practical.

(c) Toner cartridges will be purchased from manufacturers that include a program for used cartridges.

(d) Re-refined antifreeze including on-site antifreeze recycling shall be utilized.

(e) Used lubricating and hydraulic oils shall be sent to a recycle center.

(f) Recycled plastic outdoor wood substitutes, including plastic lumber, benches, fencing, signs and posts, will be used whenever practical.

(g) Recycled content construction, building and maintenance products including plastic, lumber, carpet, tiles and insulation shall be used whenever practical.

(h) Re-crushed cement, concrete aggregates and asphalt will be used whenever practical. All used concrete and asphalt will be recycled.

(i) Cement and asphalt containing tire rubber, glass cullet, recycled fiber, plastics, fly-ash or other alternative products will be used whenever practical.

(j) Retreaded tires shall be used on trash trucks and dump trucks on drive axles only. Steer axles will not utilize retreaded tires nor will light pickups, cars or emergency vehicles.

(k) Products made from recycled tire rubber including rubberized asphalt playground surfaces and fatigue mats will be utilized whenever practical.

(l) Compost, mulch and other organics including recycled bio-solid products will be used whenever practical.

(m) Electronic items shall be recycled as needed.

(Res. 04-12 (§ 21.4), 1-16-12)

41.84.050 Conservation and waste reduction.

Wherever practicable and cost-effective, departments are responsible to institute practices that reduce waste and result in the purchase of fewer products without reducing safety or workplace quality.

(a) Consider durability and repair ability of products prior to purchase.

(b) Conduct routine maintenance on products/equipment to increase the useful life.

(c) Use duplex features on laser printers and copiers. Specify duplex on all print jobs. The City will also engage in the practice of two-sided copies whenever practical.

(d) Create electronic letterhead for use by all agencies, departments or divisions.

(e) Send and store information electronically when possible. This includes e-mail, web site and electronic fax.

(f) Review record retention policies and implement document imaging systems.

(g) Use recycle containers for all discarded paper in office areas.

(h) Use recycle bins for aluminum cans, glass and plastic in all areas.

(i) Purchase compact fluorescent lights (CFL).

(j) Purchase rechargeable electronics, such as radios, PDAs, cameras, etc.

(k) Properly dispose of batteries and compact fluorescent lights (CFL).

(l) Employ other waste prevention practices that further the goals of this policy.

(Res. 04-12 (§ 21.5), 1-16-12)

41.84.060 Responsibilities of the CORE (Conserving Our Resources Efficiently) Committee.

(a) Develop and maintain information about environmentally preferable products and recycled content products containing the maximum practicable amount of recycled materials to be purchased by agencies, departments and divisions.

(b) Develop and implement a monitoring and tracking system as a tool to confirm compliance with this policy.

(c) Inform other agencies, departments and divisions of their responsibilities under this policy and provide them with information about recycled products and environmental procurement opportunities.

(d) Develop and implement an ongoing promotional program to educate and inspire City employees to implement this policy.

(Res. 04-12 (§ 21.6), 1-16-12)

41.84.070 Responsibilities of the Purchasing Division.

(a) Inform vendors of our Green Procurement Policy.

(b) Establish contracts for recycled-content, environmentally preferable, biobased, energy- and water-efficient products (office supplies, lubricating oils, and janitorial supplies) whenever possible and practical. This also includes fuel-efficient and alternate fuel vehicles, products using renewable energy and alternatives to hazardous or toxic chemicals.

(c) Inventory fleet to match vehicle type to department needs.

(Res. 04-12 (§ 21.7), 1-16-12)

41.84.080 Division responsibilities.

(a) Practice waste prevention.

(b) Continue to utilize recycling programs and expand where possible.

(c) Procure products in compliance with the Green Procurement Policy.

(d) Evaluate each designated product to determine the extent to which agencies, departments and divisions may practicably use it.

(e) Ensure the procurement documents issued require environmentally preferred purchasing.

(f) Reduce miles traveled whenever possible (sharing vehicles) and follow the no idling policy.

(g) Investigate where policies and practices could be modified to encourage or require waste reduction, recycling and environmentally preferable purchasing.

(Res. 04-12 (§ 21.8), 1-16-12)

41.84.090 Exemption.

Nothing in this policy shall be construed as requiring the purchase of products that do not perform adequately, products that are not available within a reasonable period of time, or are not available at a reasonable price.

(Res. 04-12 (§ 21.9), 1-16-12)

41.84.100 Other areas.

(a) The City will pursue the development of a Green Building Policy for use in all new construction, remodeling and repair projects.

(b) The City will investigate the feasibility of modifying the Building Code to require new construction projects to accommodate recycling activities in building design.

(c) The City will consider other products and practices that conserve energy, water and other resources.

(Res. 04-12 (§ 21.10), 1-16-12)

Chapter 41.88

TERMS AND DEFINITIONS

Sections:
41.88.010 Terms and definitions.

41.88.010 Terms and definitions.

Account payable means a debt owed that arises in the course of business transaction (e.g., invoices, claims and bills; for materials received but not yet paid).

Account receivable means a claim against a debtor usually arising from sales or services rendered.

Agent means one acting for another, called principal, in dealing with third parties.

Bid means a competitive price offer made by an intended seller, usually in reply to an invitation to bid; a price offer made at a public auction.

Bid bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event a specific awarded bidder fails to sign the contract as bid.

Bid deposit means a sum of money or check deposited with and at the request of the City to guarantee that the bidder (depositor) shall, if selected, sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in the amount of the deposit.

Bid opening means the act of publicly opening the bid envelopes and making available, for public inspection, the bids received.

Blanket agreements means contracts that establish the commitment of a vendor to furnish the purchaser's (City's) requirements for items or services on an as-required, over-the-counter basis.

Blanket order generally specifies prices, terms, conditions and the period covered, but does not specify the quantity. Shipments/deliveries are made against the purchase order.

Brand name description means a description that identifies a single item or source for a product or service on a proprietary basis. Products are usually referenced by model or part number.

Centralized purchasing means a system of purchasing in which all purchasing authority, responsibility and control of purchasing activities is concentrated in one administrative unit.

Change order means purchaser's written modification or addition to a purchase order.

City means City of Grand Junction, State of Colorado.

Collusion means a secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

Commodity means a transportable article of trade or commerce that can be bartered or sold.

Competitive sealed bid means the offer of set bids by individuals or firms competing for a contract, privilege or right to supply specified services or merchandise. Bids are submitted in sealed envelopes to prevent dissemination of the contents before the deadline for the submission of all bids; required on major procurements expected to cost at least $25,000 to ensure fair competition among bidders.

Conflict of interest means the actual or potential conflict in which a person may gain from (or holds interest in) a company doing business with his employer.

Contract means an agreement, enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration; any type of City agreement, regardless of what it may be called, for the procurement or disposal of supplies, services or construction.

Contract administration means the management of all actions, after the award of a contract, that must be taken to assure compliance with the contract; e.g., timely delivery, acceptance, payment, closing contract, etc.

Contractor means any person having a contract with the City.

Delivery means the formal handing over of property; the transfer of possession, as by carrier to purchaser.

Department Director shall include the following positions: City Attorney, Deputy City Manager, Public Works and Planning Director, Financial Operations Director, Human Resources Director, Parks and Recreation Director, Police Chief, Fire Chief, Utilities and Streets Systems Director and Economic, Convention and Visitor Services (ECVS) Director, or their designated representatives.

Division Managers may include exempt City employees with position titles including, but not limited to, Deputy Director, Information Technology Director, Manager, Superintendent and exempt officers of the Police and Fire Departments.

Emergency purchase is a purchase made in an exigency, made under special procedures, designed to meet the emergency. Bona fide emergency purchases are made to protect the public health of citizens or when immediate repair is necessary to prevent further damage to public property, machinery or equipment. In addition, a bona fide emergency purchase is when the functioning and operation of a City department would be seriously hampered or delayed through use of the normal requisitioning/purchasing process.

Evaluation of bids and proposals means the process of examining a bid or proposal after opening to determine the respondent's responsibility, responsiveness to requirements and other characteristics of the solicitation relating to the selection of the award.

Formal advertising means the placement of a notice in a newspaper or other media according to legal requirements to inform and solicit the public that the City is requesting bids on specific purchases it intends to make.

Formal contract means an agreement, enforceable by law, between two or more competent parties, to do or not to do something not prohibited by law, for a consideration.

Formal solicitation means a solicitation response which must be submitted in a sealed envelope and in conformance with a prescribed format to be received and opened publicly at a specified time, place and date.

Immediate family means a spouse, children, parents, brothers and sisters and any other person living in the same household as the employee.

Informal solicitation means a request for price quotation for a commodity or service that does not require advertising, a sealed response, public opening or reading of responses. Appropriate method for purchases costing between $5,000 and $10,000. Competitive informal quotes are strongly recommended for all purchases.

Invitation for bids (IFB) means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

Invoice means seller's itemized document stating prices and quantities of goods and/or services delivered and sent to buyer for payment.

Lease purchase agreement means an acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

Net price means price after all discounts, rebates, etc., have been allowed.

Nonbudgeted purchase means purchase of materials or services of benefit to the City even though the particular performance has not been budgeted for within a department so long as the expenditure shall not cause the program or division of the budget to be overexpended.

Nonresponsive bid means a bid that does not conform to the mandatory or essential requirements of the invitation for bid.

Not low bidder means award of a bid to a supplier that did not submit the low responsive bid.

Obsolete means no longer in use, discarded, out of date.

Official responsibility means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any claim resulting therefrom.

Open market purchase means a purchase in an amount less than $5,000 which is made by buying from any available source, as opposed to buying from a vendor who has responded to an invitation to bid.

Payment bond means a bond which assures payments, as required by law, to all persons supplying labor or material for the completion of work under the contract.

Pecuniary interest in or arising from the procurement means a personal financial interest, generally a monetary gain.

Performance bond means a contract of guarantee executed subsequent to award by a successful bidder to protect the City from loss due to his inability to complete the contract as agreed.

Performance specification means a specification setting forth performance requirements that have been determined to be necessary for the item involved to perform and last as required.

Pre-bid conference means a meeting held with prospective bidders prior to solicitation of bids or proposals, to recognize state of the art limits, technical aspects, specifications and standards relative to the subject and elicit expertise and bidders' interest in pursuing the task.

Prequalification of bidder means the screening of potential vendors in which a City considers such factors as finances, reputation, management, etc., in order to develop a list of vendors qualified to bid on City contracts.

Privatization. Privatization/outsourcing is a contractual relationship with an outside vendor to assume responsibility for one or more government processes, functions and/or services.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any supplies, services or construction. "Procurement" includes all the functions that pertain to the obtaining of any supply, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Procurement transaction means all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Proprietary article means an item made and marketed by a person or persons having the exclusive right to manufacture and sell it.

Proprietary information is defined as any information which is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain.

Protest means a complaint about a City administrative action or decision brought by a bidder or vendor to the appropriate administrative section with the intention of receiving a remedial result.

Public employee means any person employed by the City, including elected officials and appointed members of boards and commissions.

Purchase order means a purchaser's written document to a supplier formally stating all terms and conditions of a proposed transaction.

Purchasing means the Purchasing Division, a division of the Financial Operations Division of the Administration Department.

Purchasing manual means documents which set forth the City's rules and regulations for the Purchasing Division's relations with suppliers and with other departments and prescribes the procedures to follow.

Quotation means generally a sales proposal including price, sales terms and conditions; a price statement as an offer; a bid.

Recycled paper means paper made from waste paper products.

Request for proposal (RFP) means a request for an offer by one party to another of terms and conditions with references to some work or undertaking. "RFP" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Also known as competitive negotiation.

Request for quotation (RFQ) means a type of formal solicitation including written quotes from vendors. Used for purchases from $10,000 to $25,000. Formal RFQ responses are due at a specified date and time.

Requirements contracts means an indefinite-quantity agreement in which the purchaser is obligated to order and the vendor is obligated to supply all of the purchaser's normal requirements for a specified price during a specified period.

Requisition means an internal document by which a functional department such as Stores, Maintenance, or Production sends to the Purchasing Division details of materials to meet their needs, replenish stocks or obtain materials for specific jobs or contracts.

Responsible bidder means a person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which shall assure good faith performance.

Responsive bidder means a bidder whose bid does not vary from the specifications and terms set out by the City in the bid documents.

Scrap means material that is damaged, defective or deteriorated to the extent that it has no value except for its basic material content.

Sealed bid means a bid submitted in a sealed envelope to prevent dissemination of its contents before the deadline for the submission of all bids; usually required by the purchasing authority on major procurements to ensure fair competition among bidders.

Service contract means a contract that calls for a contractor's time and effort rather than for a concrete end product.

Services means the furnishing of labor, time or effort.

Software means a set of programs, procedures and possibly associated documentation concerned with the operation of a data processing system.

Sole source purchase means the purchase of a commodity which can only be purchased from one supplier, usually because of its technological, specialized or unique character.

Solicitation means the process of notifying prospective vendors that the City wishes to receive bids or proposals to provide goods or services. The process might consist of public advertising, the mailing of invitations for bid or requests for proposal, the posting of notices, telephone calls to prospective vendors, etc.

State means State of Colorado.

Statement of Qualifications (SOQ) means letters or statements of qualification from prospective providers.

Tabulation of bids means the recording of bids and bidding data that were submitted in response to a specific invitation for the purposes of comparison, analysis and recordkeeping.

Term contracts means contracts which establish a source of supply for a good or service for a specified period of time.

Transaction means any matter under consideration or considered by a public employee on which official action is taken or contemplated.

User agency means any department, commission, board or public agency requiring supplies, services or construction procured pursuant to the City's purchasing rules and regulations.

Vendor means any firm, individual, corporation, agent or company who may desire to quote on the City's requirements or who wants to purchase items offered for sale by the City; a supplier.

(Res. 04-12 (§ 22.1), 1-16-12)

Title 42

EMERGENCY MANAGEMENT

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42.02 Emergency Operations Plan
42.04 National Incident Management System (NIMS)
42.08 Hazard Mitigation Plan
42.16 Regional Communication Center Operating Agreement

Chapter 42.02

EMERGENCY OPERATIONS PLAN



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Article I. General Provisions

42.02.010 Letter of endorsement.

LETTER OF ENDORSEMENT

To: Citizens of the City of Grand Junction, City Council and City Employees.

The preservation of life, property, and the environment is a shared responsibility of local, state, and federal government with community members. The City of Grand Junction has prepared this Emergency Operations Plan to ensure the most effective and economical allocation of resources for the maximum benefit and protection of the community in time of emergency. The City employs a whole-community approach to meet the needs of its

citizens. A whole-community approach brings together citizens, community leaders, and government officials to understand and assess the needs of the community. This approach brings a shared understanding of needs and capabilities, provides stronger infrastructure, and establishes relationships for effective prevention, protection, mitigation, response, and recovery.

This Emergency Operations Plan is the City's primary reference when responding to a local disaster or emergency; however, the plan has the capability to integrate with the emergency plans of Mesa County and the State of Colorado Emergency Operations Plans when necessary.

The objective of this plan is to coordinate the facilities and personnel of the City so that the organization is prepared and capable of responding to any local disaster or emergency. This level of self-sufficiency is vital to maintain the health and welfare of community members, especially in large scale incidents when county, state and federal assistance can be limited or unavailable. To meet the objectives of this plan, it will be reviewed, exercised periodically, and revised as necessary to meet changing conditions.

I give my full support to this plan and urge all officials, employees, and citizens, individually and collectively, to support any emergency effort of the City of Grand Junction and Mesa County.

Greg Caton

City Manager

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.020 Record of changes.

Changes that are significant in nature shall be reflected and preserved as a standalone copy of the master document. Minor changes will be incorporated into this plan during the next scheduled update and specifically listed on the "Record of Changes" below.

RECORD OF CHANGES

Date Posted	Change(s)	Page/Paragraph/Line	Made by
12/2016	Yearly wording updates	Throughout document	G. Hendricks

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.030 Review and concurrence.

The following departments and divisions, who are assigned responsibilities in the plan, have reviewed and concurred with it:

City Council/Mayor	
City Manager	
City Attorney	
Fire Chief	
Police Chief	
Public Works and Director	
Grand Junction Regional Communications Center Manager	
City Administration Public Information Officer	
Finance Director	
Economic, Conventions and Visitor Services Director	
Parks and Recreation Director	
City Clerk	
Information Technology Director	
Human Resource Director	
Finance Director	
Risk Manager	
Emergency Manager	

(Revised by City 12/16; Res. 41-15, 9-16-15)

Article II. Overview

42.02.040 Introduction.

The Nation's domestic incident management landscape changed dramatically following the terrorist attacks of September 11, 2001. This incident, along with the devastating hurricanes of 2005, had a profound impact on every major metropolitan area in the country. Today's threat environment includes the traditional manmade and natural hazards - wildland and urban interface fires, floods, oil spills, hazardous materials releases, transportation accidents, earthquakes, hurricanes, tornadoes, pandemics, and potential disruptions to the region's energy and information technology infrastructure. Additionally, we are now faced with the deadly and devastating terrorist arsenal of chemical, biological, radiological, nuclear, and high-yield explosive weapons.

These complex and emerging 21st century threats and hazards demand a unified and coordinated approach to domestic incident management. The federal government responded with the introduction of the National Response Framework (NRF) that is predicated upon the National Incident Management System (NIMS). The City of Grand Junction (also referred to as "the City") has developed its Emergency

Operations Plan (EOP) based upon the structure of the NRF, utilizing the management techniques of NIMS. The purpose of the City's Emergency Operations Plan is to reduce its vulnerability to major emergencies, including terrorism; to minimize the damage that may occur; and to recover from major disasters and other emergencies.

The EOP is an all-hazards plan that provides the structure and mechanisms for local and regional level policy and operational coordination for incident management. Consistent with the model provided in the NIMS, the EOP can be partially or fully implemented in the context of a threat, anticipation of a significant event, or the response to a significant event. This EOP is designed so that one or more of its components can be activated independent of the others, thereby responding to the situation at hand with a maximum of flexibility. Together, the City EOP and the NIMS integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, nongovernmental organizations (NGOs), and the private sector, for local or regional incident management.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.050 Purpose and scope.

This Emergency Operations Plan (EOP) provides guidance to help minimize loss of life, prevent injury, protect property, safeguard the environment, and preserve the local economy in the event of a major emergency.

History has proven that all emergencies and/or disaster situations have certain commonalties. Today's threats include a traditional spectrum of human-caused and natural hazards such as floods, tornadoes, hazardous material releases, transportation accidents, and disruptions to the nation's energy and information technology infrastructure, but also deadly and devastating terrorist arsenal of chemical, biological, and radiological weapons.

(Res. 41-15, 9-16-15)

42.02.060 Objectives.

(a) Addresses emergency activities common to known hazards threatening the City of Grand Junction as described in the current Mesa County Hazard Mitigation Plan.

(b) Establishes a comprehensive program designed to help prevent, prepare for, respond to, and recover from natural, technological and human-caused hazards.

(c) Implements coordination of volunteer, community, private, State, and federal agencies to coordinate with the City's key organizations during major emergencies.

(d) Applies to nonroutine emergency events and is not intended to be implemented for daily emergencies routinely handled by first responder agencies and community organizations.

(e) Follows all applicable local, State, and federal requirements and guidance as described in GJMC 42.02.070, Legal authority.

(Res. 41-15, 9-16-15)

42.02.070 Legal authority.

(a) Federal.

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act and Amendments (Volume VI Public Law 93-288 as amended by Public Law 100-707).

(2) The National Response Framework, 2008.

(3) Homeland Security Presidential Directive 8, National Preparedness.



(b) State.

(1) Colorado Disaster Emergency Act, § 24-33.5-700, C.R.S. et seq.

(c) Local.

(1) City of Grand Junction Municipal Code – Volume IV, Chapter 42.02 GJMC, "City of Grand Junction Emergency Operations Plan"; and

(2) City of Grand Junction Municipal Code – Volume IV, Chapter 42.04 GJMC, "National Incident Management System (NIMS)".

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.080 Plan development and maintenance.

(a) Responsibility for overall development and maintenance of this Emergency Operations Plan (EOP) is the responsibility of the City's Emergency Manager (EM). Maintenance of this document includes review and updating of the plan and associated annexes. Additionally, the Emergency Manager is responsible for document control. This includes distribution of the plan and updating sections as required.

(b) The EOP was adopted by Grand Junction City Council by resolution. Functional and incident annexes will be approved and accepted by the Emergency Manager and the agency head with responsibility for that function.

(c) This EOP is designed to be a flexible, dynamic document subject to revision, as appropriate. EOP revisions may result from a variety of causes such as:

(1) New procedures, policies or technologies.

(2) Lessons learned from an actual event or exercise(s).

(3) Feedback during training or case study review.

(4) To accommodate new organizations or organizational structures.

(d) Major revisions to this EOP must be approved through the same adoption process as described above. Major revisions are those that significantly alter or establish new policy.

(e) Minor revisions must be approved by the City Manager, based on recommendations from the Emergency Manager. The EOP will be reviewed at a minimum of every two years or when it has been implemented.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.090 Phases of emergency management.

Emergency and disaster management activities are associated with five defined phases: prevention, mitigation, preparedness, response and recovery. These phases are naturally occurring divisions in the emergency where the demands for resources change and the operational strategies shift.

(Res. 41-15, 9-16-15)

42.02.100 Phases of emergency management – Prevention.

Prevention happens when property and lives are protected by those that identify, deter or stop an incident from occurring. Activities that may include these types of countermeasures can include:

(a) Heightened inspections.

(b) Improved surveillance and security operations.

(c) Investigations to determine the full nature and source of the threat.

(d) Public health surveillance and testing processes.

(e) Immunizations.

(f) Isolation or quarantine.

(g) Law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity.

(Res. 41-15, 9-16-15)

42.02.110 Phases of emergency management – Mitigation.

Mitigation refers to measures that reduce the chance of an emergency happening, or reduce the damaging effects of unavoidable emergencies. This is achieved through risk analysis, which results in information that provides a foundation for typical mitigation measures including establishing building codes, zoning requirements, and constructing barriers such as levees. Effective mitigation efforts can break the cycle of disaster damage, reconstruction, and repeated damage.

It creates safer communities by reducing loss of life and property damage. For example, the rigorous building standards adopted by 20,000 communities across the country are saving the nation more than $1,100,000,000 a year in prevented flood damages. It allows individuals to minimize post-flood disaster disruptions and recover more rapidly. For example, homes built to National Flood Insurance Program (NFIP) standards incur less damage from floods. And when floods do cause damages, flood insurance protects the homeowner's investment, and lessens the financial impact on individuals, communities, and society as a whole. For example, a recent study by the Multi-hazard Mitigation Council shows that each dollar spent on mitigation saves society an average of $4.00.

(Res. 41-15, 9-16-15)

42.02.120 Phases of emergency management – Preparedness.

Preparedness activities increase a community's ability to respond when a disaster occurs. The National Incident Management System (NIMS) defines preparedness as "a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination during incident response."

This preparedness cycle is one element of a broader national preparedness system to prevent, respond to, recover from, and mitigate against natural disasters, acts of terrorism, and other manmade disasters.

Typical preparedness measures include developing mutual aid agreements and memorandums of understanding, training for both response personnel and concerned citizens, conducting disaster exercises to reinforce training and test capabilities, and presenting all-hazards education campaigns. Unlike mitiga-

tion activities, which are aimed at preventing a disaster from occurring, personal preparedness focuses on preparing equipment and procedures for use when a disaster occurs, i.e., planning.

Preparedness measures can take many forms including the construction of shelters, installation of warning devices, creation of back-up lifeline services (e.g., power, water, sewage), and rehearsing evacuation plans. Two simple measures can help prepare the individual for sitting out the event or evacuating, as necessary. For evacuation, a disaster supplies kit may be prepared and for sheltering purposes a stockpile of supplies may be created. These kits may include food, medicine, flashlights, candles and money.

(Res. 41-15, 9-16-15)

42.02.130 Phases of emergency management – Response.

(a) A well-rehearsed emergency plan developed as part of the preparedness phase enables efficient coordination of resources. Response actions carried out immediately before, during, and after a hazard impact are aimed at saving lives, reducing economic losses, and alleviating suffering. The response phase includes the mobilization of the necessary emergency services and first responders in the disaster area. This is likely to include a first wave of core emergency services, such as firefighters, police and ambulance crews.

(b) Response actions may include activating the Emergency Operations Center (EOC), evacuating threatened populations, opening shelters and providing mass care, emergency rescue and medical care, firefighting, and urban search and rescue. Response begins when an emergency event is imminent or immediately after an event occurs. Response encompasses the activities that address the short-term, direct effects of an incident. Response also includes the execution of the Emergency Operations Plan and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and unfavorable outcomes. As indicated by the situation, response activities include:

    (1) Applying intelligence and other information to lessen the effects or consequences of an incident.

    (2) Increasing security operations.

    (3) Continuing investigations into the nature and source of the threat.

    (4) Ongoing public health and agricultural surveillance and testing processes, immunizations, isolation, or quarantine.

    (5) Specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

    (6) Restoring critical infrastructure (e.g., utilities).

    (7) Ensuring continuity of critical services (e.g., law enforcement, public works). In other words, response involves putting preparedness plans into action.

(c) One of the first response tasks is to conduct a situation assessment. Local government is responsible for emergency response and for continued assessment of its ability to protect its citizens and the property within the community. To fulfill this responsibility, responders and local government officials must conduct an immediate rapid assessment of the local situation.

(Res. 41-15, 9-16-15)

42.02.140 Phases of emergency management – Recovery.

(a) Actions taken to return a community to normal or near-normal conditions, including the restoration of basic services and the repair of physical, social and economic damages. Typical recovery actions include debris cleanup, financial assistance to individuals and governments, rebuilding of roads and bridges and key facilities, and sustained mass care for displaced human and animal populations.

(b) Recovery differs from the response phase in its focus; recovery efforts are concerned with issues and decisions that must be made after immediate needs are addressed. Recovery efforts are primarily concerned with actions that involve rebuilding destroyed property, reemployment, and the repair of other essential infrastructure.

(c) The goal of recovery is to return the community's systems and activities to normal. Recovery begins right after the emergency. Some recovery activities may be concurrent with response efforts.

(d) Recovery is the development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private sector, nongovernmental, and public assistance programs that:

(1) Identify needs and define resources.

(2) Provide housing and promote restoration.

(3) Address long-term care and treatment of affected persons.

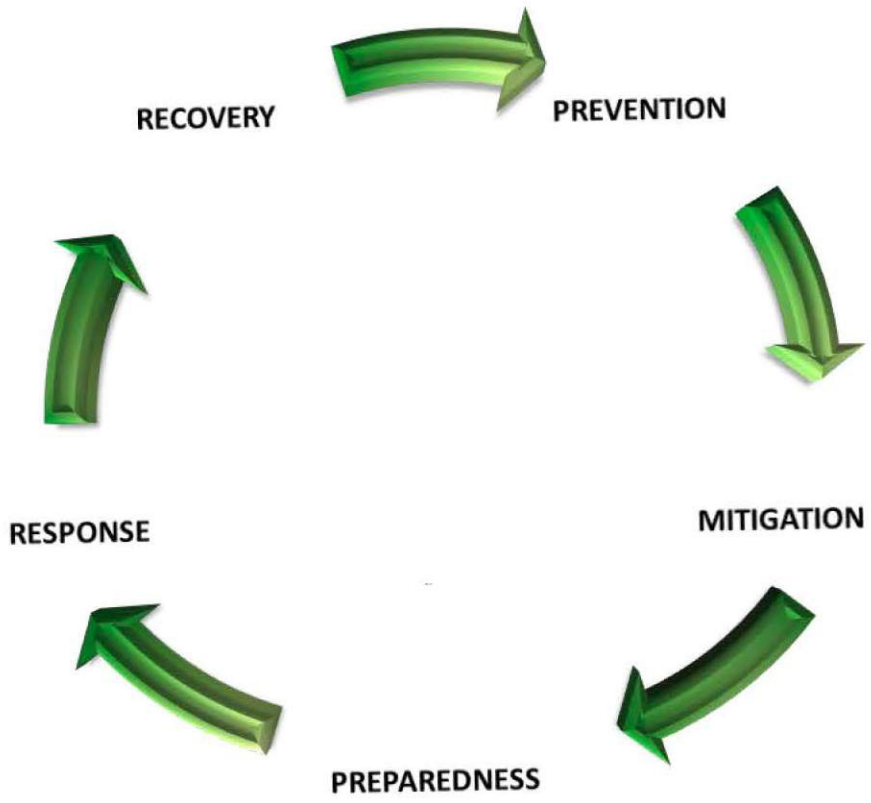
(4) Implement additional measures for community restoration.

(5) Incorporate mitigation measures and techniques, as feasible.

(6) Evaluate the incident to identify lessons learned.

(7) Develop initiatives to mitigate the effects of future incidents.

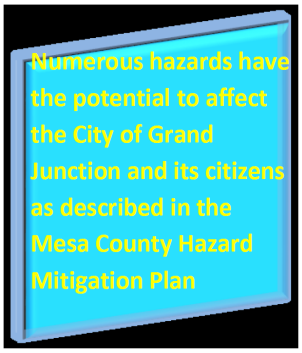
(e) Long-term recovery includes restoring economic activity and rebuilding community facilities and housing. Long-term recovery (stabilizing all systems) can sometimes take years.



(Res. 41-15, 9-16-15)

Article III. Situation and Assumptions

42.02.150 Hazard analysis.



The City of Grand Junction is threatened by many hazards with potential to cause significant community disruption. A hazard analysis study was conducted to predict overall effect of a particular disaster in Mesa County. Due to their nature, hazards may occur consecutively (such as a severe thunderstorm followed by flash flooding) or simultaneously (such as a heat wave during a drought). The City of Grand Junction may also suffer from efforts occurring elsewhere. Such events have potential to create shortages of essentials such as electricity, petroleum products, natural gas, food, or water.

Certain areas of Grand Junction are prone to particular problems requiring special attention. Examples include floodplains and areas vulnerable to hazardous materials spills/releases surrounding numerous manufacturing facilities and transportation corridors.

The current Mesa County Hazard Mitigation Plan identifies the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the City of Grand Junction.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.160 Assumptions.

(a) All levels of government share the responsibility for working together in the prevention of, preparing for, responding to, and recovering from the effects of an emergency or disaster event. There are several assumptions made with regard to the expectations of emergency response and service delivery during a local emergency or disaster. These assumptions include the following:

(1) The National Incident Management System (NIMS)-based Incident Command System will be the principal management system to direct and control response, relief actions and recovery activities. City departments will ensure that all personnel concerned are properly trained, NIMS compliant, are familiar with existing plans and procedures, and are capable of implementing these in a timely manner.

(2) City government will continue to function under all disaster and emergency conditions to the extent possible and based on the situation.

(3) The City will modify normal operations and will redirect resources in order to save lives, relieve human suffering, sustain survivors, protect property, and assist in reestablishing essential services. Life-saving and life-protecting response activities have precedence over other emergency response activities, except when national security implications are determined to be of a higher priority.

(4) Assistance will be available from neighboring jurisdictions, through mutual aid agreements, intergovernmental agreements, and other formal agreements. Likewise, the City of Grand Junction will be available to assist neighboring jurisdictions, as requested, through mutual aid, automatic aid and other formal agreements.

(5) With the increased possibility of terrorism and employment of weapons of mass destruction, biological and technological emergencies must be approached as a potential act of terrorism.

(6) The Mayor may request the Governor of Colorado to declare a disaster or state of emergency when the local response to an event is beyond the combined response capabilities of the City of Grand Junction and external mutual aid agencies. Once the Governor authorizes the alloca-

tion of resource requests made to the State, local jurisdictions should plan appropriately for the arrival of State response assets approximately 72 hours after the original request.

(7) The City of Grand Junction will keep the Mesa County Office of Emergency Management informed of activities and provide copies of assistance documentation. The Mesa County Office of Emergency Management will, in turn, coordinate with the State of Colorado Division of Homeland Security and Emergency Management.

(8) If the Governor of Colorado determines that an emergency exists where the primary responsibility for response rests with the State of Colorado, the Governor may unilaterally direct the provision of assistance and will, if practicable, consult with the local jurisdiction.

(b) The format of this Emergency Operations Plan (EOP) aligns itself with the National Response Framework by incorporating the National Incident Management System (NIMS) and employing a functional approach to managing emergencies.

(c) The functional approach to managing emergencies is utilizing Emergency Support Functions (ESFs); a grouping of the most frequently used supporting actions and agencies. ESFs are assigned to a lead City department and to other agencies in supporting roles. The ESFs are attached to this document as Appendix A, GJMC 42.02.600 through 42.02.750.

(d) This EOP does not substitute government services for individual responsibility. Citizens are expected to be aware of developing events and take appropriate steps to respond in a safe manner. Since government resources and personnel may be overwhelmed, individuals and organizations should be prepared to be self-sufficient immediately following a disaster. Response organizations, as well as staff and families, may be directly affected, resulting in reduced personnel availabilities. It is expected that each individual or head of household will develop a family disaster plan (see https://www.readycolorado.com/) and maintain essential supplies to be self-sufficient for a minimum of 72 hours. Additionally, businesses are expected to develop internal disaster plans that will integrate and be compatible with local governments and this plan.

(Res. 41-15, 9-16-15)

Article IV. Concept of Operations

42.02.170 Concept of operations.

If a disaster occurs within the City of Grand Junction or within jurisdictions contracted with the City, an immediate response will be required. Only personnel trained in the prearranged plans and procedures will be prepared to make the coordinated efforts necessary to deal with a threat to life and/or property.

If a response to a disaster exceeds the capabilities of the City, the responsible department will request resources through mutual aid agreements (usually discipline specific, such as fire, law enforcement, emergency medical, or public works). All local governments and special districts within the individual counties are responsible for coordinating with one another and for providing mutual aid within their capabilities as established by written agreements.

When local resources and mutual aid resources are exhausted, the City of Grand Junction, through Mesa County, may request aid from the State of Colorado.

This Emergency Operations Plan (EOP) is based on the concept that emergency response functions will generally parallel the normal operations of all City departments. To the extent possible, the same personnel should be utilized in both cases. Day-to-day functions which would not contribute to emergency operations may be suspended for the duration of the emergency and recovery period. Resources normally required for day-to-day operations may be redirected for accomplishment of emergency tasks.

(Res. 41-15, 9-16-15)

42.02.180 National Incident Management System.



(a) During any emergency or disaster the National Incident Management System (NIMS) will be utilized by all emergency response agencies to manage an emergency incident/disaster or a nonemergency planned event. Scope and magnitude of an incident will determine level and complexity of the management structure. NIMS outlines three conceptual areas pertinent to incident and event response including:

(1) Communication and information management.

(2) Resource management.

(3) Command and management structures.

(b) NIMS provides three structures for managing events all with different roles and responsibilities. The three structures are:

(1) Incident Command System.

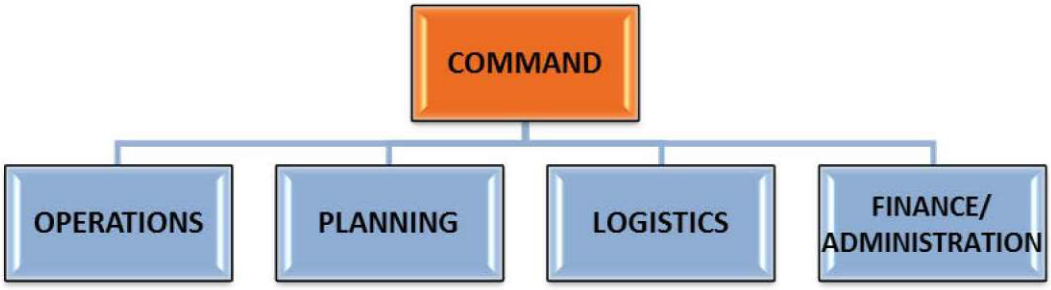
(2) Unified Command.

(3) Multi-Agency Coordination Systems (Emergency Operation Centers).

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.190 Incident Command System.

(a) The Incident Command System is designed to expand or contract as needed. As an incident escalates, span of control may expand requiring branch, group, and division positions of the Incident Command System to be staffed. Additionally, the following sections may be established and expanded as dictated by event:



(b) Command. An Incident Commander is responsible for overall coordination and direction of all activities at the incident. Determination of which agency will function as on-scene Incident Commander will be in concert with the agency/person having three components:

(1) Responsibility through plans, policy, and interagency coordination.

(2) Authority under local, State, or federal law.

(3) Expertise with major functional components of the emergency.

(c) Major responsibilities of an Incident Commander include:

(1) Provide for safety and welfare of emergency responders.

(2) Protect, remove, and provide care for endangered civilians.

(3) Control and stabilize the incident.

(4) Conserve and protect the environment and property during and after an incident.

(d) An Incident Commander may elect to establish command staff positions to assume responsibilities for key activities, which are not part of the line organization. All of these positions may not be required on all incidents or may be assumed by the Emergency Operations Center. These positions answer directly to the Incident Commander.

(1) Safety Officer. Assess hazardous and unsafe situations and develop measures for assuring personnel safety.

(2) Public Information Officer. Develops accurate and complete information regarding incident cause, size, current situation, resources committed, and other matters of general interest. Point of contact for the media. Will work with or through the Joint Information Center if activated.

(3) Liaison Officer. Point of contact for supporting or assisting agency representatives.

(e) Operations Section. An Operations Chief is responsible for implementing tactical objectives as determined by the Incident Commander.

(1) Determines assignment of tactical units.

(2) Assignments of line crews.

(3) Maintain accountability of personnel.

(4) Keeping command informed.

(f) Planning Section is responsible for processing information needed for effective decision making.

(1) Evaluate and update the current strategic plan with Command and Operations.

(2) Evaluate past actions and strategies.

(3) Refine current and future plans and recommend any changes to Command and Operations.

(4) Forecast possible outcomes.

(5) Evaluate future resource needs with Operations.

(g) Logistics Section provides services and support systems to all organizational components involved in the incident on scene. Resources and facilities are acquired and coordinated through the Emergency Operations Center (EOC).

(1) Provide medical aid for responders/rest and rehabilitation.

(2) Coordinate stress debriefing.

(3) Provide supplies and equipment.

(4) Secure needed facilities.

(h) Finance/Administration Section. Established on incidents when there is a specific need for financial services. This function may be performed from the EOC and not at the Incident Command level.

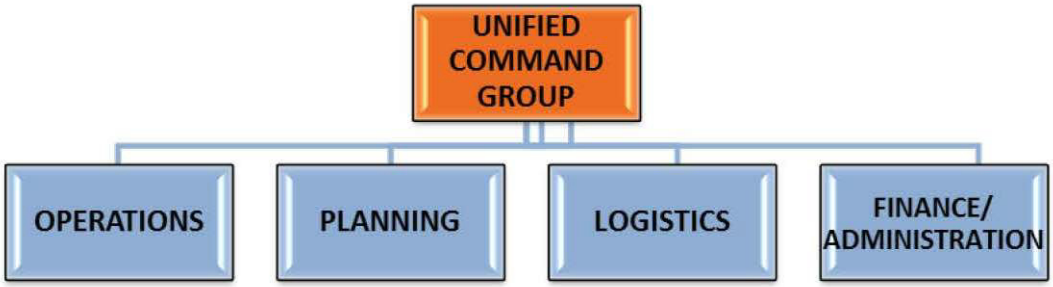
(1) Documenting financial cost of an incident in terms of personnel, services, and supplies.

(Res. 41-15, 9-16-15)

42.02.200 Unified Command.

Unified Command (a variation of Incident Command) operations are conducted when two agencies or jurisdictions have significant responsibility or statutory authority to command the same incident. Similar concepts and principals of the Incident Command System apply, except multiple jurisdictions or agencies/departments share a command role.

Incident objectives and selection of command and general staff are accomplished through consensus decision making of a Unified Command Group. Wherever possible, staff positions are integrated with representatives of jurisdictions and agencies involved.

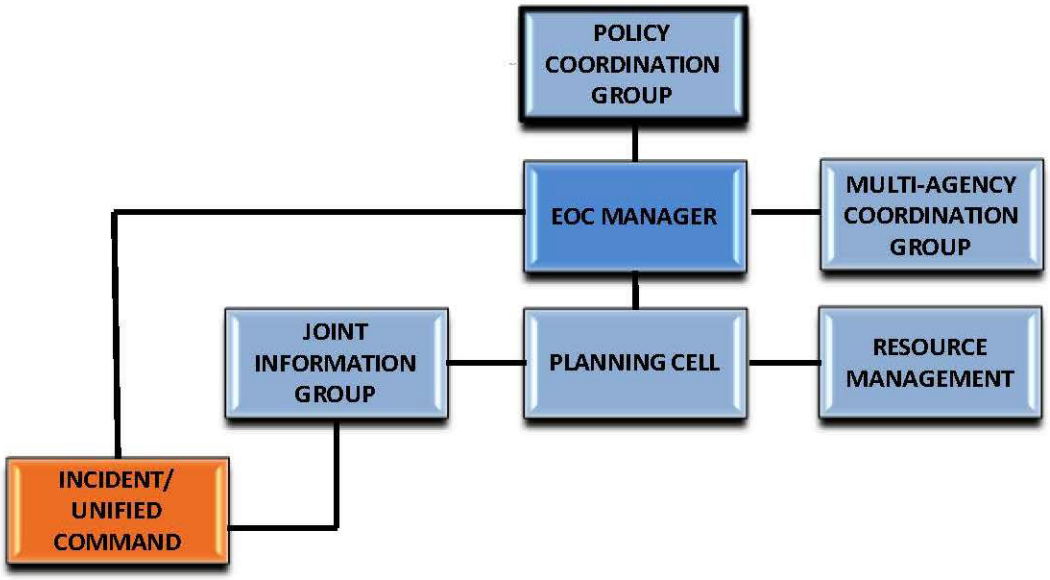


(Res. 41-15, 9-16-15)

42.02.210 Multi-Agency Coordination System.

(a) To have a successful disaster operation, key officials shall assemble in one location. This allows decision makers to share information through briefings and use manpower and other resources more efficiently with little or no duplication of effort.

(b) A Multi-Agency Coordination System includes both coordination and policy making components, with command being located at an on-scene Incident Command level. Direct tactical and operational responsibility for conducting incident management activities rests with the on-scene Incident Commander.



(c) Policy Coordination Group. During certain emergencies or disasters this group develops policy measures relating to emergency management, public information, dissemination and commitment of City resources, and is composed of policy making senior officials. It will be comprised of the Mayor and City Council and the City Manager and their department directors. Emergencies that go beyond the boundaries of the City may require coordination with the Mesa County Board of County Commissioners and their senior leadership staff.

(d) Multi-Agency Coordination Group (MAC Group). Mesa County has a multi-agency coordination group with the City of Grand Junction having representation from police, fire, public works and utilities and the Grand Junction Regional Communication Center. The MAC Group aids in establishing

priorities among the incidents and associated resource allocations, resolving agency policy conflicts, and providing strategic guidance to support incident management activities. This group is made up of department/agency heads or designees with authority to make decisions and commit resources.

(e) The difference between the on-scene Incident Commander and an Emergency Manager in the Emergency Operation Center (EOC) is Incident Command has certain statutory duties or authorities to be able to protect public safety and carry out particular actions. The Emergency Manager in the Emergency Operations Center is discharging duties of the chief executive of a jurisdiction to coordinate and make the entire community move towards effective response and recovery in supporting an Incident Commander(s).

(Res. 41-15, 9-16-15)

42.02.220 Emergency Operations Center.

(a) The Emergency Operations Center (EOC) is a physical location through which the Emergency Management Team can coordinate the support efforts in disaster situations. It provides a location for the assembly and analysis of critical information, for the coordination and support of the response and recovery activities of local government, and to ensure interagency cooperation and communication. The EOC is not the Incident Command Post, which is always located in the field.

(b) The EOC is activated and staffed based upon the severity of an emergency or planned event and according to the anticipated or actual level of involvement by City employees and supporting agencies. In a major event, the EOC coordinates with the Mesa County EOC for the coordination of mutually beneficial efforts.

(c) Responsibilities of an Emergency Operations Center are:

(1) Strategic decision making.

(2) Incident priority determination.

(3) Resource management.

(4) Situational assessment.

(5) Information coordination

(d) Within the EOC, requests for assistance will be tasked to the agency/department best suited for completion based upon function and resource availability. Tasked agencies will be responsible for identifying resources to accomplish the mission, and will coordinate resource delivery.

(e) Resource management functions within the EOC will fulfill resource requests from incidents through an identified process. Resource acquisition will follow the following priority:

(1) Local organization owned resource.

(2) Regional mutual aid agreement or memorandum of understanding.

(3) Locally available rented or purchased resource.

(4) State resource request.

(Res. 41-15, 9-16-15)

42.02.230 Incident Command Post.

The tactical level, on-scene Incident Command and management organization is located at the Incident Command Post (ICP). It typically consists of designated incident management officials and responders from local agencies/departments, as well as private sector and nongovernmental organization representatives. When multiple command authorities are involved, the ICP may be led by a Unified Command, comprised of officials who have jurisdictional authority or functional responsibility for the incident under

an appropriate law, ordinance, or agreement. The Unified Command provides direct, on-scene control of tactical operations and utilizes the National Incident Management System Incident Command System (NIMS) (ICS) organizational structure, typically including Operations, Planning, Logistics, and Finance/ Administration Sections.

The Incident Command Post (ICP) is usually located at or in the immediate vicinity of the incident site. The location is selected by the agency having primary jurisdictional authority for managing the incident at this level. Generally, there is one ICP established for each incident. Depending on the number and location of incidents, there may be multiple ICP's managed by an Area Command.

(Res. 41-15, 9-16-15)

42.02.240 Public information.

(a) Joint Information System/Center (JIS/JIC). All City of Grand Junction Public Information Officers (PIOs) are part of the Mesa County JIC.

(b) The JIC serves as a focal point for the coordination and dissemination of information to the public and media concerning incident prevention, preparedness, response, recovery, and mitigation. The JIC staff develops, coordinates, and disseminates unified news releases. News releases are cleared through the Multi-Agency Coordination Group (MACG) to ensure consistent messages, avoid release of conflicting information, and prevent negative impact on operations. This formal approval process ensures protection of law enforcement sensitive information. Agencies may issue their own news releases related to their policies, procedures, and capabilities, however, these should be coordinated with the JIC.

(c) The Mesa County PIOs have created a Joint Information System (MCJIS) Plan to establish a system for conducting public information operations during emergency responses and other situations in which multiple organizations need to collaborate. During a crisis response, the Joint Information System (JIS) and the Joint Information Center (JIC) are keys to providing concise and coordinated information to the public and the news media.

(d) The primary focus of this plan is to provide the participating PIOs with a structure that works within the framework of the National Incident Management System (NIMS) Incident Command System (ICS). Utilizing NIMS, PIOs work together in conjunction with the Emergency Operations Center (EOC) and/or the Incident Commander (IC) to provide critical emergency information, crisis communications, and public affairs support to establish procedures and processes to gather, verify, coordinate, and disseminate public information. The Mesa County Joint Information Center/System Plan and the Mesa County Communication Officers Association Plan can be referenced for information on working with the JIC in Mesa County.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.250 Disaster declaration.

(a) Pursuant to the Grand Junction Municipal Code, the Mayor (Principal Executive Officer) has the power to declare that a state of emergency exists if an event has occurred or the threat of such event is imminent. If the Mayor is unable to perform his or her duties, the powers and duties conferred upon the Mayor are delegated to the Mayor Pro Tempore.

(b) With the assistance of the City Attorney's office, the City Manager, and the Emergency Manager, a declaration of emergency is drafted to describe the nature of the emergency, the area threatened, the conditions that have brought it about, and the conditions that would remedy it. The City Manager is responsible for publication of the declaration, dissemination to the public, filing with the City Clerk, and filing with the State of Colorado Division of Homeland Security and Emergency Management. The City Manager also performs the same notification duties if the state of emergency continues or is terminated.

(c) The issuance of a declaration of emergency empowers the City Manager to exercise emergency powers permitted by State and local law and activates all relevant portions of the Emergency Operations Plan (EOP). The City Council convenes to perform its legislative powers as the situation demands, receives reports through the City Manager, and evaluates and enacts policy and other incident support as required. The City Council maintains all of its normal legislative powers throughout the emergency period.

(d) A state of emergency remains in effect until the Mayor or designee, in consultation with State of Colorado Division of Homeland Security and Emergency Management, declares that the threat of danger has passed or that the emergency conditions no longer exist. If the state of emergency lasts for seven days, it will automatically terminate unless the City Council approves a longer duration. The City Council may terminate a state of emergency at any time. The City Manager shall immediately issue a notice affecting the same.

(e) In addition to any other powers granted by applicable State law during a state of emergency, the Grand Junction Municipal Code allows the City Manager to promulgate regulations as he or she deems necessary to protect life and property and preserve critical resources. These regulations may include the following:

(1) Suspend the provisions of the Grand Junction Municipal Code that prescribe procedures for conduct of City business, if strict compliance would in any way prevent, hinder, or delay necessary action in coping with the emergency.

(2) Transfer the direction, personnel, or functions of City departments for the purpose of performing or facilitating emergency services.

(3) Subject to any applicable legal requirements to provide compensation, commandeer or utilize any private property the City Manager finds necessary to cope with the emergency.

(4) Direct evacuation efforts of persons from any stricken or threatened area within the City if the City Manager deems this action necessary for the preservation of life or other emergency mitigation, response, or recovery measures.

(5) Prescribe route, mode of transportation, and destination in connection with evacuation.

(6) Control ingress to and egress from a disaster area, the movement of persons within the area, and the occupancy of premises therein.

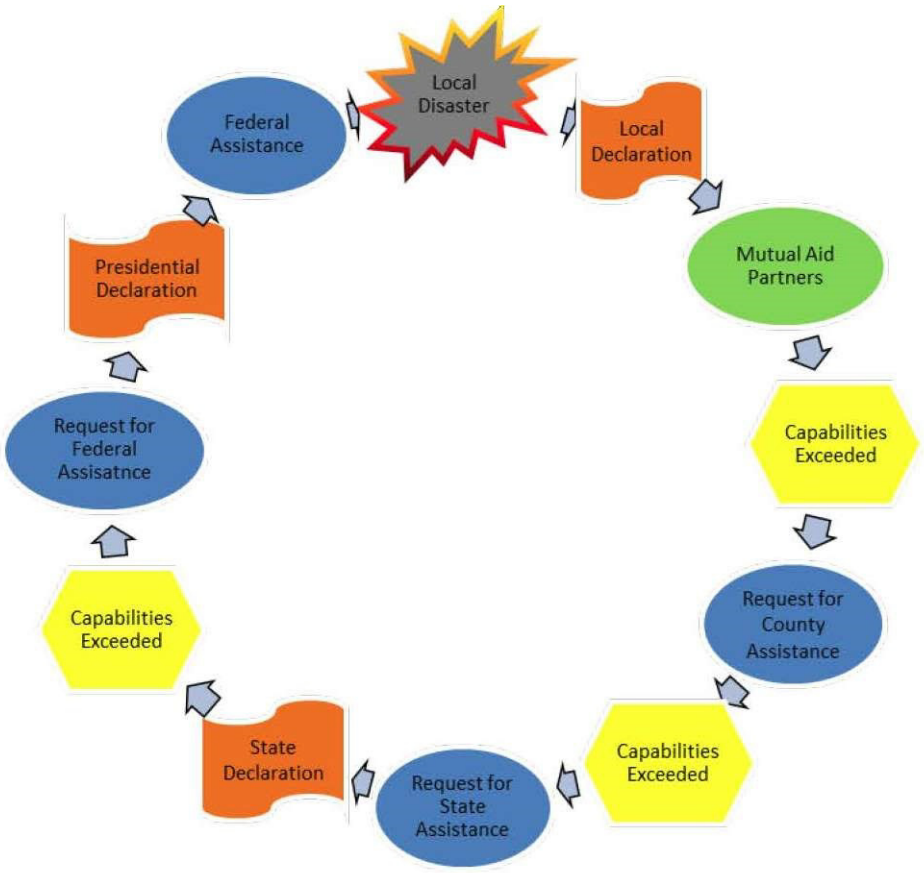
(7) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles within the City.

(8) Make provisions for the availability and use of temporary emergency housing.

(9) Waive all provisions for competitive bidding and may direct the purchasing agent to purchase necessary supplies in the open market at not more than commercial prices.

(10) Exercise all powers permitted by City Charter and State law to require emergency services of any City officer or employee and command the aid of as many citizens of the City as he or she deems necessary in the execution of his or her duties.

(f) The City of Grand Junction will keep the Mesa County Office of Emergency Management informed of activities and provide copies of assistance documentation. The Mesa County Office of Emergency Management will, in turn, coordinate with the State of Colorado Division of Homeland Security and Emergency Management.



(g) If the Governor of Colorado determines that an emergency exists where the primary responsibility for response rests with the State of Colorado, the Governor may unilaterally direct the provision of assistance and will, if practicable, consult with the local jurisdiction.

(h) An example of a declaration of emergency can be found in Appendix D, GJMC 42.02.780.

(Res. 41-15, 9-16-15)

42.02.260 Delegation of authority.

Certain events may require the Incident Commander to perform actions beyond the normal scope of their duties as defined by existing laws or policies. In this event, the appropriate City official(s) may need to provide a written delegation of authority.

A delegation of authority allows the Incident Commander to assume command and carry out the specific functions outlined in the delegation of authority. It does not relieve the granting authority for the ultimate responsibility of the incident.

A delegation of authority may be required to allow resources from other jurisdictions to operate within the corporate boundaries of the City of Grand Junction (e.g., to allow a Type I, II or III Incident Management Team to operate within the City).

An example of a delegation of authority can be found in Appendix F, GJMC 42.02.800.

(Res. 41-15, 9-16-15)

42.02.270 Continuity of government.

(a) Effective emergency management operation depends on two important factors to ensure continuity of government. These factors include (1) lines of succession for officials, department heads, and supporting staff; and (2) preservation of vital records.

(b) The activities necessary to maintain continuity of government are addressed and detailed within City Departmental Continuity of Operations Plans (COOPs). The COOPs serve a critical role in the overall success of response and recovery efforts and therefore is implemented in any event that affects City-owned property and/or City employees.

(c) Effective emergency operations are inseparable from the concept of continuity of operations. The COOPs identify several important factors for assuring continuity of government:

(1) Well-defined and understood lines of succession for officials, department directors, and supervisors.

(2) Preservation of vital records and critical facilities which are essential to the functions of government and for the protection of rights and interests of the City of Grand Junction and its citizens.

(3) Setting action priorities for sustained provision of critical services to the community, such as utilities and public safety.

(d) Administrative Line of Succession. To ensure the continuity of local government during the management of a major emergency, the line of succession for the City Manager shall be:

(1) The City Manager.

(2) The Acting/Deputy City Manager.

(3) The Public Works and Utilities Director.

(4) The Fire Chief.

(5) The Police Chief.

(6) Emergency Manager.

Each member of the City Leadership Team (department directors) is responsible for establishing his or her own specific line of succession.

(e) Provision of Critical and Essential Services. The provision of critical and essential services and the means to restore these services is defined and detailed within the Continuity of Operations Plans (COOPs).

Should critical infrastructure be struck by a disaster and rendered unusable, services normally provided by the City of Grand Junction that are life-saving/preserving and critical to sustain the economy shall be maintained or restored as soon as feasible.

(f) City Administration. During an emergency or disaster, local government shall determine which normal administrative procedures shall be suspended, relaxed or made optional in order to prevent unnecessary impediments of emergency operations and recovery activities. Any departure from the usual methods of doing business will be specified in the COOP and supporting policies or procedures.

(g) Finance. Financial support for emergency operations shall be from funds regularly appropriated to City departments. If the demands exceed available funds, the City Council may make emergency funds available. Additionally, the Mayor has the authority to request assistance under a State Declaration of Disaster/Emergency to receive additional funds for the reimbursement of extraordinary expenditures incurred during the management of a significant event.

City departments designated as the primary agency for an Emergency Support Function (ESF) will be responsible for providing financial support for their operations by working with the Finance Section through the Emergency Operations Center (EOC).

Each City of Grand Junction department is responsible for maintaining appropriate documentation to support requests for reimbursement, for submitting bills in a timely fashion, and for closing out assignments by working with the Administration and Documentation Section of the EOC. City of Grand Junction departments or working groups are responsible for documenting all emergency or disaster related expenditures using generally accepted accounting procedures including: logs, records, receipts, invoices, purchase orders, rental agreements, etc. These documents are necessary to support claims, purchases, reimbursements and disbursements.

(h) Mutual Aid and Intergovernmental Agreements.

(1) According to § 24-33.5-713, C.R.S., "Political subdivisions not participating in inter-jurisdictional arrangements pursuant to this part 7 nevertheless shall be encouraged and assisted by the State of Colorado Division of Homeland Security and Emergency Management to conclude suitable arrangements for furnishing mutual aid in coping with disasters." The arrangements shall include provision of aid by persons and units in public employ.

(2) Additional emergency or long-term assistance may be rendered through Mutual Aid Agreements for obtaining needed resources from non-impacted, inter/intra-jurisdictional governmental agencies and other organizations.

(3) Where appropriate, inter-governmental agreements shall be established with stakeholders in order to facilitate a rapid and seamless system of support and collaboration during an emergency.

(i) Compacts. Colorado is a member of the Emergency Management Assistance Compact (EMAC). Any member state may request EMAC assistance when the Governor of the affected state has declared a state of emergency. When Colorado suffers or expects to suffer a major disaster and needs assistance from other states, the authorized representative for each state will initiate the EMAC procedures for requesting assistance. Reference: Title 24, Article 60, Part 29 Colorado Revised Statutes, as amended.

(j) Training. Emergency operations training of local staff will be conducted on a continuing basis. In-house sessions, exercises, actual operations, or sponsored classes are sources for accomplishing this training. See Appendix G, GJMC 42.02.810, for a list of minimum annual training requirements.

During increased readiness conditions, accelerated/refresher training for emergency operations staff and emergency response coordinators may be conducted.

(Res. 41-15, 9-16-15)

42.02.280 Emergency Operation Plan implementation.

It is anticipated that most incidents will be reported through the Grand Junction Regional Communications Center (911). First responder organizations will keep the City's Emergency Manager informed of escalating situations that may require coordinated multi-departmental response and/or activation of an Emergency Operations Center (EOC).

Once notified, the Emergency Manager will monitor and/or immediately respond to a situation, implement procedures to notify key personnel, and under direction of the City Manager activate this Emergency Operations Plan (EOP).

Activation of the Emergency Operations Plan (EOP) serves as notice to all municipal departments, and cooperating agencies to shift from normal operations to emergency operations. This may require shifts in mission, staffing and resource allocation.

Disaster responsibilities assigned to municipal departments and employees will parallel normal activities. However, during declared emergencies, staff not otherwise assigned emergency duties may be made available to assist with emergency work.

This EOP will not be implemented for routine emergencies handled by first responders and other organizations. However, if necessary, portions of this plan (such as a particular emergency support function) may be activated to meet unique needs created by routine emergencies.

If local resources are severely taxed or exhausted, assistance may be requested from neighboring communities by activating mutual aid agreements or contacting the Mesa County Emergency Manager.

(Res. 41-15, 9-16-15)

Article V. Organization and Assignment of Responsibilities

42.02.290 Departmental roles and responsibilities – General.

Most City departments have emergency functions in addition to their normal operations. Each department will develop and maintain its own emergency procedures. Each department should use the responsibilities listed below as a basis for the development of its own procedures. Each department will maintain a list of outside resources and contacts in the event that the City's resources and mutual and automatic aid are exhausted.

(Res. 41-15, 9-16-15)

42.02.300 Policy coordination group.

(a) Monitor operations of City departments and assisting/cooperating agencies during all phases of the emergency/disaster.

(b) Monitor implementation of the City Emergency Operations Plan and mutual aid agreements.

(c) Issue public proclamations on emergency matters such as evacuations and movement to shelters, utilizing information provided by the Incident Command System.

(d) Monitor and support the Incident Command System.

(e) Establish an emergency public information service including approval of information to the media.

(f) Implement policy for emergency funding, control of expenditures, and allocation of resources to achieve optimum utilization.

(g) Evaluate the emergency/disaster in terms of the need for a disaster declaration.

(h) Provide for succession and pre-delegation of emergency authorities.

(Res. 41-15, 9-16-15)

42.02.310 Mayor/City Council.

(a) Announce the existence and the subsequent termination of the emergency. Officially declare a disaster.

(b) Enact ordinances that authorize the City Manager to initiate and implement actions necessary to protect the lives and property of the citizens of Grand Junction and contracted jurisdictions.

(c) Declare a local emergency when necessary.

(d) Approve and commit City resources and funds for disaster and emergency purposes.

(e) Issue official orders such as evacuation orders, curfews, and enactment of price controls. This may be directed through the appropriate City department.

(f) Initiate intergovernmental liaison and formal requests for outside assistance from other local, County, State and federal jurisdictions.

(g) Issue requests to the Governor's Office through Mesa County Office of Emergency Management to the State of Colorado Division of Homeland Security and Emergency Management for emergency and disaster declarations, resource requests and financial assistance requests.

(Res. 41-15, 9-16-15)

42.02.320 City Manager.

(a) Implement the Emergency Operations Plan (EOP) in whole or in part as the situation requires.

(b) Maintain direction and control of all City departments before, during and after an emergency event.

(c) Establish a policy for expenditures and allocation of funds.

(d) Develop a plan to ensure that all vital records are identified and protected.

(e) Request County and/or State assistance if it appears that local resources are inadequate to cope with the emergency.

(f) Assign City employees as needed to assist with other functions and duties outside of their normal responsibilities.

(Res. 41-15, 9-16-15)

42.02.330 City Attorney.

(a) Provide legal assistance to the City Council, City Manager, and all City departments to include operation of the municipal justice system.

(b) Prepare emergency disaster declarations and emergency ordinances prior to emergencies or disasters for more rapid enactment.

(c) Provide interpretation of County, State and federal regulations that relate to disasters.

(Res. 41-15, 9-16-15)

42.02.340 All department heads.

(a) Prepare plans and organize their departments to meet emergencies and disasters, both natural and manmade, and assure continuity of government operations during emergency situations. These plans must be consistent with the City of Grand Junction Emergency Operations Plan (EOP).

(b) Provide support for department personnel to participate in planning, training and exercises, within the department and Citywide, on an annual basis.

(c) Ensure National Incident Management System (NIMS) compliance within department and provide personnel necessary to support emergency/disaster operations.

(d) Identify functions to be performed during an emergency and assign responsibility for performing those functions to personnel within their departments.

(e) Ensure that the Emergency Manager is aware of all plans for emergency prevention, response and recovery.

(f) Provide a ranking staff member(s) to the Emergency Operations Center (EOC) to coordinate the department's emergency response/recovery functions with those of other departments and agencies.

(Res. 41-15, 9-16-15)

42.02.350 Emergency Manager.

(a) Act as the coordinating staff advisor to the City Manager and key City officials during all levels of response to disaster emergencies.

(b) Monitor implementation of the Emergency Operations Plan (EOP).

(c) Keep the City Manager and other key officials informed of the emergency situation.

(d) Work with the Mesa County Emergency Manager and establish the Emergency Operations Center (EOC) and be responsible for its operation.

(e) Assist with compiling, coordinating and presenting a request to the County, State and federal government for disaster relief assistance.

(f) Assist the City Manager in evaluating the need for declaring a disaster emergency.

(g) Maintain the EOP for the City Grand Junction and conduct training exercises as necessary to maintain and improve the response capabilities of all elements in the City.

(h) Develop private and local government resource lists. Assist in developing written agreements for their effective utilization during emergencies and disasters.

(i) Coordinate disaster planning, operations, and training exercises with appropriate outside agencies to enhance the integrated emergency management system.

(j) Represent the City as directed on matters relating to emergency management.

(k) Keep the State of Colorado Division of Homeland Security and Emergency Management and Mesa County informed of a disaster situation.

(l) Maintain coordination with neighboring jurisdictions and counties.

(Res. 41-15, 9-16-15)

42.02.360 Police Department.

(a) Conduct all regularly assigned functions relating to law enforcement in the City of Grand Junction.

(b) Evacuate people who are or may be threatened by an imminent disaster.

(c) Control traffic access to the scene of a disaster.

(d) Plan and coordinate response to hostage situations, as well as civil disturbances.

(e) Establish mutual aid agreements with local law enforcement jurisdictions.

(f) Develop an intelligence gathering and analysis capability.

(g) Provide law enforcement assistance to shelter managers when requested.

(h) Establish a methodology to control access of persons and vehicles into secured buildings and limited-access areas.

(i) Establish a resource list of private contractors to supplement City resources to provide scene security and access.

(j) Disseminate appropriate information from the Colorado Information Analysis Center (CIAC).

(k) Maintain detailed records of all disaster-related expenditures.

(Res. 41-15, 9-16-15)

42.02.370 Police/victim assistance.

(a) Coordinate volunteer staffing to help provide services to disaster victims.

(b) Coordinate with surrounding victim assistance advocates to respond to the event if needed.

(c) Act as a liaison between the victims of a disaster and other agencies such as Red Cross, Salvation Army, and other referral resources.

(d) Provide crisis counseling to victims.

(e) Provide services to emergency services workers who are affected by the disaster.

(f) Provide follow up with emergency services workers after the event to ensure their mental health needs are met through EAP services.

(Res. 41-15, 9-16-15)

42.02.380 Grand Junction Regional Communications Center.

(a) Maintain and operate a mobile command post and provide continuous communications between the disaster scene and EOC in conjunction with the Police and Fire Departments.

(b) Receive and relay National Warning Service (NAWAS) emergency messages.

(c) Provide Incident Dispatch Team (IDT) members at Incident Command Post as needed.

(d) Develop a process for non-public safety responders to access the available radio equipment cache.

(Res. 41-15, 9-16-15)

42.02.390 Fire Department.

(a) Provide all regularly assigned departmental functions relating to fire prevention and control so as to minimize the loss of life and property.

(b) Establish a field command post or supplying personnel to an already established command post in an emergency or disaster situation.

(c) Respond to and direct operations in hazardous materials incidents.

(d) Establish and maintain hazardous materials monitoring capabilities.

(e) Provide decontamination and mitigation during any hazardous materials incident.

(f) Establish automatic and mutual aid agreements with local fire jurisdictions.

(g) Coordinate emergency medical transportation to a hospital or other designated emergency medical treatment facility.

(h) Coordinate emergency medical assistance to all shelters in operation in order of most emergent situation.

(i) Coordinate emergency medical care triage sites.

(j) Conduct concurrent search and rescue operations.

(k) Maintain detailed records of all disaster-related expenditures.

(Res. 41-15, 9-16-15)

42.02.400 Public Works and Utilities Department.

(a) Provide emergency traffic engineering and control measures to include signalization. Maintain emergency traffic routes in coordination with Police and Fire Departments.

(b) Coordinate clearing of major thoroughfares and removal of debris that inhibits or blocks thoroughfares. Coordinate with the State and the appropriate county to clear areas under their jurisdictional authority.

(c) Establish damage assessment capabilities and procedures for City-owned property.

(d) Provide snow removal during winter storm conditions for areas under the City's authority. Coordinate with the State and appropriate county to clear area under their jurisdictional authority when necessary.

(e) Provide a list of Department resources and technical support that can be made available to public safety operations and make available when requested.

(f) Provide assessment of structural conditions of bridges and roadways under the jurisdictional authority of the City. Coordinate with the State and appropriate county to assess the structural conditions of bridges and roadways under their jurisdictional authority when necessary.

(g) Provide mapping, ownership, and assessment of structural conditions of bridges and roadways.

(h) Participate in damage assessment activities as necessary.

(i) Develop pre-incident agreements with local landfills for acceptance of debris from a disaster.

(j) Provide for the coordination of response of all water and sewer matters.

(k) As required, shut down systems to prevent damage, monitoring repair and restoration of water distribution and wastewater/sewer systems, including provision of systems to provide emergency sources of potable water for essential City of Grand Junction activities.

(l) Develop agreements and procedures for working with utility companies that provide services to City of Grand Junction residents and businesses.

(m) Assist in the coordination of disaster recovery planning efforts as it relates to public buildings.

(n) Partner with the Mesa County Building Department in the preparation of damage assessment reports as it relates to public buildings.

(o) Partner with the Mesa County Building Department in recommending which public buildings or structures are retained or demolished.

(p) Partner with the Mesa County Building Department in the declaration of safe buildings or structures deemed safe for occupancy.

(q) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.410 Financial Operations.

(a) Provide financial advice to the City Council, City Manager, and all City departments.

(b) Coordinate the development of a damage assessment reporting system to meet post-disaster needs.

(c) Coordinate all data for damage assessment reports to be forwarded to County, State and federal disaster agencies.

(d) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.420 Human Resources/Risk Management.

(a) Provide administrative and logistical support to the City Council, the City Manager, and all departments within the City.

(b) Provide for the safety and protection of the employees of the City of Grand Junction.

(c) Provide and track volunteer resources.

(d) Maintain records of disaster-related expenses for division activities.

(e) Notify property/liability insurance providers of incident details-fire loss notice as required.

(f) Coordinate with on-site insurance inspectors and adjuster investigations post-loss.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.430 Administration – City Clerk.

(a) Ensure safe keeping of essential and vital City records.

(b) Collaborate with the leadership team to assist in development of documents during an emergency operation.

(c) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.440 Administration – Internal Services.

(a) Develop a plan to keep vital City facilities operating during a disaster.

(b) Identify alternate facilities for use by the City to carry on essential operations.

(c) Develop a methodology for purchasing supplies, equipment and services, under emergency conditions.

(d) Purchase or facilitate the purchase of materials or equipment vital to coping with emergency.

(e) Provide purchasing assistance to all departments mitigating emergency.

(f) Provide emergency public information printing needs.

(g) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.450 Administration – Information Technology.

(a) Coordinate the development of a damage assessment reporting system to meet post-disaster needs.

(b) Ensure redundancy and backup of essential City electronic communications, documents and reports.

(c) Provide Geographical Information System mapping as necessary.

(d) Maintain records of disaster-related expenses for division activities.

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.460 Administration – Planning.

(a) Conduct natural hazard mitigation studies before a disaster occurs and during the post-disaster recovery period to include making appropriate recommendations.

(b) Implement identified mitigation measures during the development application process.

(c) Collect and maintain data on significant population relocation.

(d) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.470 Administration – Public Communications.

(a) Provide timely public information using electronic and traditional media.

(b) Coordinate all media interview requests.

(c) Develop messages and prepare sole spokesperson.

(d) Organize press conferences and briefings.

(e) Represent City of Grand Junction at the Joint Information Center (JIC) when established.

(f) Monitor electronic media for information and intelligence that may be of value to decision makers in the Emergency Operations Center (EOC).

(g) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.480 Parks and Recreation Department.

(a) Provide facility supervisors to designated shelters and opening any City of Grand Junction recreation facilities that may be used as a shelter if needed.

(b) Provide for the safety of citizens who may be in the facilities that are managed by the Parks and Recreation Department at the time of an emergency or disaster.

(c) Provide snow removal during winter storm conditions for areas under the City's authority.

(d) Participate in damage assessment activities as necessary.

(e) Maintain records of disaster-related expenses for division activities.

(Res. 41-15, 9-16-15)

42.02.490 Specific outside agencies.

In addition to City departments, specific outside agencies provide emergency functions in addition to their normal operations.

(Res. 41-15, 9-16-15)

42.02.500 Red Cross agency representative.

Red Cross agency representative is responsible for:

(a) Assisting with evacuation and coordinating sheltering of disaster victims.

(b) Assisting with provision of food and clothing to disaster victims.

(c) Establishing food distribution points for families and other groups to replenish supplies, as necessary.

(d) Assisting with disaster welfare inquiries.

(e) Assisting with shelter for victims and families.

(f) Assisting in mass feeding of victims and emergency workers.

(Res. 41-15, 9-16-15)

42.02.510 County Coroner agency representatives.

County Coroner agency representatives are responsible for:

(a) Advising City management/City Council on matters pertaining to handling, disposition and identification of the dead.

(b) Organizing and training hospital, mortuary, and graves registration support teams.

(c) Establishing a morgue and directing the identification and burial of the dead.

(d) Providing public information concerning the deceased.

(Res. 41-15, 9-16-15)

42.02.520 Mesa County Voluntary Organizations Active in Disaster (VOAD).

Mesa County Voluntary Organizations Active in Disaster (VOAD) is responsible for:

(a) Coordinating volunteer response to emergencies and disasters.

(b) Coordinating donations through receiving, warehousing and distribution.

(Res. 41-15, 9-16-15)

42.02.530 Lead and support responsibility based on task.

The following Table No. 1 outlines which department should have the lead responsibility when dealing with the task identified in the table:

Table No. 1

L: Lead Responsibility S: Support Responsibility *: Limited Responsibility/ Incident Specific	City Departments															Non-City			
Task	**City Attorney**	**City Clerk/Human Resources**	**City Manager**	**Emergency Manager**	**Financial Operations**	**Fire**	**Information Technology**	**GJ Regional Comm Center**	**Mayor/City Council**	**Parks and Recreation**	**Planning**	**Police**	**Public Communications**	**Public Works and Utilities**	**Internal Services**	**State/Federal**	**Hospitals**	**SD 51 Schools**	**Non-City Utilities**
Casualty disposition	*			S		S										*	L		
Communications							S	L				S	S						*
Damage assessment	*		*	S	*	L	*				*	S		S		S	*	*	S
Debris removal				S	*					*	*			L		*			S
Decontamination						L						S				*	S		
Direction and control			S	S		S			L			S					*	*	
EOC operations	*		S	L	S	S	*	S				S	S	S		*	S	*	S
Fatalities			*		*	S						S		S					
Liaison with elected officials	*		L	S					S										
Medical/mass casualty	*					L						S					S		
Public information	*		S	S				S	S				L				S		
Records	*	L	*		S														
Recovery coordination	*			L	S						*			S		S			
Resource management	*			S										S	L				
School safety and evacuation				S								S						L	
Security and protection												L	*			*			
Shelter issues	*		*	L	*					*			S					S	
Street maintenance														L					S
Traffic control												L		S					
Transportation				S	*	*						*		L				S	
Utility emergency				S	*	S	*							S					L
Vital records	S	L	S																
Warning and notification	*			L			S	S				S							

Table 1 – Departmental Responsibility by Task Matrix

(Res. 41-15, 9-16-15)

42.02.540 Lead and support responsibility based on hazard.

The following Table No. 2 outlines which department should have the lead responsibility based on the hazard/incident identified in the table:

Table No. 2

L: Lead Responsibility S: Support Responsibility *: Limited Responsibility/ Incident Specific	City Departments														Non-City				
Hazards	**City Attorney**	**City Clerk/Human Resources**	**City Manager**	**Emergency Manager**	**Financial Operations**	**Fire**	**Information Technology**	**GJ Regional Comm Center**	**Mayor/City Council**	**Parks and Recreation**	**Planning**	**Police**	**Public Communications**	**Public Works and Utilities**	**Internal Services**	**State/Federal**	**Medical Services**	**Mesa County Coroner**	**Non-City Utilities**
Drought	*		*	S	*				*	*			S	L		S			S
Aircraft accident	*		*	S	*	L		S	*			S	S				S	*	
Civil unrest – terrorism	*		*	S		S		*	*			L	S		*		S	*	
Communication disruption	*		*	S			L	S					S						
Dam failure/contingency	*		S	S	S	S		S	S	*	*	S	S	L	S	*	S	*	S
Earthquake	*		*	S	*	L	*	S	*	*	*	S	S	S	S	S	S	*	S
Flood	*		*	S	*	L	*	S	*	*	*	S	S	S	S	S	S	*	S
HAZMAT	*		*	S		L		*	*			S	S	*	*		S	*	
Mass casualty	*		*	S		L			*	*		S	S	*	S		S	S	
National emergency	*	*	S	S	*	S	*	S	L	*	*	S	S	S	S	*	*	*	*
Radiological	*		*	S		L		*	*			S	S				*	*	
Railroad accident	*		*	S		L		*	*		*	S	S	*			*	*	*
Thunderstorm (wind, hail)	*		*	S		L			*	*		S	S	S			S		S
Tornado (micro burst)	*		*	S		L		*	*	*		S	S	*		*	S	*	S
Urban fire	*		*	S		L		*	*			S	S				S	*	S
Power interruption	*		*	S		S			*			*	S	S					L
Water contamination	*		*	S		*		S	*			S	S	L		S	*		S
Water/sewer interruption	*		*	S									S	L					S
Wildland fire	*		*	S		L		*	*			S	S	*		S	*		
Winter storm	*		*	S		S			*	S		S	S	L	*		S	*	S
Table 2 – Departmental Responsibility by Hazard Matrix																			

(Res. 41-15, 9-16-15)

Article VI. Emergency Support Functions

42.02.550 Emergency support functions.

When an emergency or disaster situation exceeds capabilities there are certain common types of assistance that are likely to be requested by the Grand Junction Emergency Manager or the Emergency Operations Center (EOC). These common types of assistance have been grouped functionally into 15 emergency support functions (ESFs).

Participating agencies, City departments and enterprises have been assigned responsibilities for implementing these functions. Assignments are made based upon the department's programmatic or regulatory authorities and responsibilities. Emergency Function Annexes contain detailed information associated with a specific function. Participating agencies, City departments and enterprises should understand the relationship between the Grand Junction, State and the National Emergency Support Functions.

(Res. 41-15, 9-16-15)

42.02.560 Emergency Support Function Coordinator.

The Emergency Support Function (ESF) Coordinator is the name given to the primary agency representative who has ongoing responsibilities throughout the prevention, preparedness, response, recovery, and mitigation phases of incident management. The role of the ESF Coordinator is carried out through a multi-agency coordination approach as agreed upon collectively by the designated primary agencies. Responsibilities of the ESF Coordinator include:

(a) Pre-incident planning and coordination.

(b) Maintaining ongoing contact with ESF primary and support agencies.

(c) Conducting periodic ESF meetings and conference calls.

(d) Coordinating efforts with corresponding private sector organizations.

(e) Coordinating ESF activities relating to catastrophic incident planning and critical infrastructure preparedness as appropriate.

(Res. 41-15, 9-16-15)

42.02.570 Emergency support function primary agency.

A local department or agency designated as an emergency support function (ESF) primary agency serves as a local executive representative to accomplish the ESF mission. When an ESF is activated, the primary agency is responsible for:

(a) Orchestrating local support within their functional area for an affected jurisdiction.

(b) Providing staff for the operations functions at fixed and field facilities.

(c) Notifying and requesting assistance from support agencies.

(d) Managing mission assignments and coordinate with support agencies.

(e) Working with appropriate private sector organizations to maximize use of all available resources.

(f) Supporting and informing other ESFs of operational priorities and activities.

(g) Executing contracts and procuring goods and services as needed.

(h) Ensuring financial and property accountability for ESF activities.

(i) Planning for short- and long-term incident management and recovery operations.

(j) Maintaining trained personnel to support interagency emergency response and support teams.

(Res. 41-15, 9-16-15)

42.02.580 Emergency support function support agencies.

When an emergency support function (ESF) is activated in response to an incident, support agencies are responsible for:

(a) Conducting operations, when requested by the primary ESF agency, using their own authorities, subject matter experts, capabilities, or resources.

(b) Participating in planning for short-term and long-term incident management and recovery operations and the development of supporting operational plans, SOPs, checklists, or other job aids, in concert with existing first responder standards.

(c) Assisting in the completion of situation assessments.

(d) Furnishing available personnel, equipment, or other resource support as requested by the primary ESF agency.

(e) Participating in training and exercises aimed at continuous improvement of prevention, response, and recovery capabilities.

(f) Identifying new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.

(g) Providing information or intelligence regarding the agency's area of expertise.

(Res. 41-15, 9-16-15)

42.02.590 Emergency support function designations.

In order to realize the potential of local capabilities and to integrate and apply resources, departments and support organizations are arranged into one or more of 15 emergency support functions. The City Emergency Operations Plan attempts to mirror the ESFs as they are found in the "National Response Framework" and the Mesa County "Emergency Operations Plan."

These are:

ESF #1 – Transportation	Civil transportation support Restoration/recovery of transportation infrastructure Movement restrictions Damage and impact assessment
ESF #2 – Communications	Coordination with telecommunications industry Restoration/repair of telecommunications infrastructure Protection and restoration of information resources Warnings – Notifications
ESF #3 – Public Works and Engineering	Infrastructure protection and emergency repair Infrastructure restoration Engineering services, construction management Critical infrastructure liaison
ESF #4 – Firefighting	Firefighting activities Resource support
ESF #5 – Emergency Management	Coordination of incident management efforts Management of Emergency Operations Center (EOC)

ESF #6 – Mass Care, Housing, and Human Services	Mass care Disaster housing Human services Sheltering Volunteer and donations management
ESF #7 – Resource Support	Resource support (facility space, office equipment, supplies, contracting services, etc.) Financial management
ESF #8 – Public Health and Medical	Public health Medical (EMS and hospital) Mental health Mass fatality and mortuary services
ESF #9 – Search and Rescue	Life-saving assistance
ESF #10 – Oil and Hazardous Materials Response	Hazardous materials response (CBRNE) Environmental safety and short- and long-term cleanup
ESF #11 – Agriculture	Nutrition assistance Animal and plant disease/pest response Food safety and security
ESF #12 – Energy and Public Utilities	Energy infrastructure assessment, repair and restoration Energy industry utilities coordination
ESF #13 – Public Safety and Security	Facility and resource security Security planning, technical and resource assistance Public safety/security support Support to access, traffic, and crowd control
ESF #14 – Long-Term Community	Recovery and mitigation social and economic community impact assessment Long-term community recovery assistance to local governments and the private sector Mitigation analysis and program implementation
ESF #15 – External Affairs	Emergency public information and protective action guidance Media and community relations Support to on-scene incident management Management of Joint Information Center (JIC)

(Res. 41-15, 9-16-15)

Article VII. Appendices

42.02.600 Appendix A – Emergency Support Function No. 1 – Transportation Annex.

ESF Coordinator:	City of Grand Junction Public Works and Utilities
Supporting Agencies:	Administration/Fleet Services
	Mesa County Regional Transportation Planning Office
	School District 51
	First Student Transportation
	Grand Valley Transit
	Law Enforcement Agencies

(a) Purpose. ESF No. 1 supports the departments/agencies requiring transportation needs for an actual or potential incident or disaster.

(b) Scope.

(1) ESF No. 1 is designed to provide for coordination, control, and allocation of transportation assets in Grand Junction in support of the movement of emergency resources including the evacuation of people, and the redistribution of food and fuel supplies.

(2) ESF No. 1 is responsible for damage and impact assessment, transportation restrictions, and restoration and recovery of the transportation infrastructure.

(c) Policies.

(1) Local transportation planning employs the most effective means of transporting resources, including commercial transportation capacity, and capacity owned or operated by local agencies.

(2) Local transportation planning recognizes policies and plans used to control the movement of relief personnel, equipment, and supplies, as well as determining precedence of movement.

(3) Movements of local personnel, equipment, and supplies are managed through prioritizing shipments. To facilitate the prompt deployment of resources, priorities for various incidents are developed and maintained through an interagency process led by the City of Grand Junction Public Works and Utilities Department prior to an incident to facilitate the prompt deployment of resources. Each ESF is responsible for compiling, submitting, and updating information for inclusion in the ESF No. 1 prioritized shipments.

(4) Local departments and agencies are encouraged to use ESF No. 1 services. To ensure the orderly flow of resources, departments and agencies should advise ESF No. 1 or the Emergency Operations Center (EOC) of all transportation movements arranged independently from ESF No. 1 activity.

(5) ESF No. 1 is responsible for providing a structure for managing and coordinating the complex operations of the transportation system. This includes the deployment of resources into and out of the incident area and the coordination of transportation recovery, restoration, and safety/security. ESF No. 1 also provides a means of facilitating or restricting the movement of personnel and goods as necessary.

(6) The City of Grand Junction Public Works and Utilities Director or designee provides direction for the ESF No. 1 mission locally.

(7) Communications shall be established and maintained with ESF No. 5 – Emergency Management to report and receive assessments and status information, and with ESF No. 7 – Resource Support.

(8) All approved requests for local assistance and mission assignments for transportation support are to be submitted to ESF No. 1 in the Emergency Operations Center for prioritization.

(d) Initial Actions.

(1) Upon notification, a department representative will respond to the EOC as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment (incident situation and damage assessment information) and determination of resource needs of the local Incident Commander(s).

(3) Coordinates incident resource needs and determines and resolves as necessary, issues regarding resource shortages and resource ordering issues.

(4) Maintains current inventories of transportation service facilities, equipment, and key personnel throughout Grand Junction.

(5) Coordinates with appropriate local agencies to facilitate the movement of people and goods to, from, and within the incident area, and participates in decisions regarding issues such as movement restrictions, critical facilities closures, and evacuations.

(6) Coordinates the provision of transportation services in support of local agencies.

(7) Coordinates the recovery, restoration, and safety/security of the transportation infrastructure.

(8) Manages the financial aspect of the ESF No. 1 response.

(9) Works with other local transportation departments and industry partners to assess the damage to the transportation infrastructure and analyze the impact of the incident on transportation operations, reporting promptly as changes occur.

(Res. 41-15, 9-16-15)

42.02.610 Appendix A – Emergency Support Function No. 2 – Communications Annex.

ESF Coordinator:	Grand Junction Regional Communications Center (GJRCC)
Supporting Agencies:	ARES/RACES
	IT/IS Departments
	Mesa County SARC
	National Weather Service

(a) Purpose. ESF No. 2 is responsible for public notification of an incident or disaster and to provide communications support to local response efforts during an emergency.

(b) Scope.

(1) ESF No. 2 is the central point for warnings and notifications of an incident and/or evacuation orders to the general public and local emergency responders of an incident or disaster.

(2) ESF No. 2 coordinates actions to provide the required telecommunications (e.g., radio, telephone, and paging systems) and the restoration of the telecommunications infrastructure. ESF No. 2 supports all local agencies in the procurement and coordination of telecommunications services from the telecommunications and information technology (IT) industry during an incident response.

(3) Communications is information transfer and involves the technology associated with the display, transfer, interpretation, and processing of data among persons, places and machines.

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the Mesa County EOC as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) GJRCC will identify communications requirements, monitor the developing situation/ response, document incident information, and provide incident status information to the Emergency Operations Center (EOC).

(3) ESF No. 2 monitors the status of situations that have the potential for developing into an incident requiring additional communications resources.

(4) ESF No. 2 coordinates with communications service providers to facilitate the prioritizing of requirements as necessary when providers are unable to satisfy all communications services requirements, when there are conflicts between multiple incidents, or when the allocation of available resources cannot be fully accomplished at the incident level.

(5) ESF No. 2 coordinates with appropriate government and industry representatives in support of Multi-Agency Coordination Group (MACG) requests to meet user requirements for communication assets.

(6) When ESF No. 2 is activated, the GJRCC may request assistance from other communication centers in the Northwest All Hazard Emergency Management (NWAHEM) Region. Assistance may be deployed to the scene of an incident, to assist in the GJRCC or at the EOC.

(7) ESF No. 2 will advise the EOC when communications problems are expected in the incident area to enable activation of other communications resources.

(8) ESF No. 2 identifies communications assets available for use within the affected area.

(9) ESF No. 2 facilitates the implementation of a preestablished incident communications plan (ICS 205) or the development of an incident specific communications plan.

(10) ESF No. 2 obtains information from ESF No. 1 – Transportation relative to road, rail, and other transportation conditions in the area and whether they can be used to get mobile telecommunications systems into the area.

(11) ESF No. 2 assesses the availability of back-up communications systems. Any unresolved communications requests should be forwarded to the EOC and the State EOC.

(12) ESF No. 2 coordinates communications support from State and other local governments, and voluntary relief organizations, (ARES/RACES, SARC, etc.) as necessary.

(13) ESF No. 2 conducts measurements necessary to identify damaged critical communications infrastructure assets, repair, reconstitute, and secure communications, and coordinate actions to protect these assets from further damage.

(d) Support Agencies.

(1) Support agencies provide personnel to the EOC as requested, to assist ESF operations and provide reports to ESF No. 2. All departments and agencies, as appropriate, identify staff liaisons or points of contact to provide technical and subject matter expertise, data, advice, and staff support for operations that fall within the responsibility of each department/agency. Support capabilities of other organizations may be used as required and available.

(2) ARES/RACES provide communications to the State EOC regarding the emergency or disaster area.

(3) ESF No. 2 develops in cooperation with other agencies, plans and capabilities for the Emergency Preparedness Network (EPN), Emergency Alert System (EAS), and other notification systems.

(4) ESF No. 2 will maintain a record of all equipment and services provided.

(Res. 41-15, 9-16-15)

42.02.620 Appendix A – Emergency Support Function No. 3 – Public Works and Engineering Annex.

ESF Coordinator:	Grand Junction Public Works and Utilities Department
Supporting Agencies:	Mesa County Public Works Department/Building Department
	Fruita Public Works Department
	Ute Water Conservancy District
	City Attorney

(a) Purpose. ESF No. 3 is structured to provide public works and engineering-related support for the changing requirements of domestic incident management to include preparedness, prevention, response, recovery, and mitigation actions.

(b) Scope.

(1) Evaluate, maintain and restore public roads, bridges, and drainages. Support private sector access in support of the restoration of critical infrastructure (i.e., electrical, gas, communications, and water lines).

(2) ESF No. 3 actions include conducting pre- and post-incident assessments of public works and infrastructure.

(3) ESF No. 3 executes emergency contract support for life-saving and life-sustaining services.

(4) Provide technical assistance to include engineering expertise, construction management, contracting, and real estate services.

(5) Provide emergency repair of damaged infrastructure and critical facilities and other recovery programs.

(c) Policies.

(1) Local governments are responsible for their own public works and infrastructures and have the primary responsibility for incident prevention, preparedness, response, and recovery.

(2) ESF No. 3 facilitates and coordinates private sector entities to ensure integration into the planning and decision making processes.

(3) ESF No. 3 facilitates and coordinates agencies providing public works and infrastructure support.

(d) Initial Actions.

(1) Upon notification, an agency representative will respond to and staff the Emergency Operations Center (EOC).

(2) Coordinate and support infrastructure risk and vulnerability assessments.

(3) Participate in pre-incident activities, such as pre-positioning assessment teams and contractors.

(4) Participate in post-incident assessments of public works and infrastructure to help determine critical needs and potential workloads.

(5) Provide emergency contracting support for life-saving and life-sustaining services, to include providing potable water, ice, emergency power, and other emergency commodities and services.

(6) Provide assistance in the monitoring and stabilization of damaged structures and the demolition of structures designated as immediate hazards to public health and safety. Also, provide structural specialist expertise to support inspection of mass care facilities and urban search and rescue operations.

(7) Provide emergency repair of damaged infrastructure and critical public facilities (temporary power, emergency water, sanitation systems, etc.). Support the restoration of critical flood control and other water infrastructure systems. Where appropriate, activities to restore infrastructure.

(8) Responsible for providing technical assistance, engineering, and construction management resources, contracting, inspection of private/commercial structures and real estate services during response and recovery activities.

(9) Responsible for recovery resources and support assistance for debris removal and disposal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged public facilities and the facilities of certain qualified private nonprofit organizations.

(10) Manage, monitor, and or provide technical advice in the clearance, removal, and disposal of contaminated and uncontaminated debris from public property and the reestablishment of routes into impacted areas. The scope of actions related to contaminated debris may include waste sampling, classification, packaging, transportation, treatment, demolition, and disposal of contaminated debris and soil. The management of contaminated debris is coordinated with ESF No. 10 – Oil and Hazardous Materials Response.

(11) Priorities are determined jointly with other local agencies.

(12) Support agency representatives co-locate with ESF No. 3 field personnel to coordinate support with their agencies as necessary.

(Res. 41-15, 9-16-15)

42.02.630 Appendix A – Emergency Support Function No. 4 – Firefighting Annex.

ESF Coordinator:	City of Grand Junction Fire Department
Supporting Agencies:	Lower Valley Fire Protection District
	Clifton Fire Protection District
	Mesa County Sheriff Wildland Fire Team
	Lands End Fire Protection District
	Central Orchard Mesa Fire Protection District
	East Orchard Mesa Fire Protection District
	Palisade Fire Protection District

(a) Purpose. Manage and coordinate firefighting activities, including the detection and suppression of fires on State and local lands and provide personnel, equipment, and supplies in support of agencies involved in urban and wildland firefighting operations.

(b) Scope.

(1) The management of a large firefighting operation is complex, often involving many different agencies and local jurisdictions. Fires resulting from or independent of, but coincident with, a catastrophic event will place extraordinary demands on available resources and logistics support systems.

(2) ESF No. 4 supports structural and wildfire operations through close coordination with other local, State, and federal agencies. ESF No. 4 coordinates firefighting support to disaster response and recovery operations that may not be directly fire related.

(c) Policies.

(1) The Colorado Emergency Resource Mobilization Plan specifies procedures for the mobilization and coordination of fire and rescue services Statewide to respond to any type of emergency requiring additional resources. ESF No. 4 will use the mobilization plan to obtain additional resources as needed.

(2) Cities and other fire protection organizations are responsible for requesting State support through the appropriate County emergency management agency when an incident exceeds local capabilities.

(3) Ordering and tracking of resources is accomplished through activation of the State Emergency Operations Center's Resource Ordering and Status System (ROSS) dispatch function.

(4) Coordination with local and State fire suppression organizations is accomplished under the ICS system.

(d) Initial Actions.

(1) Establishes firefighting and support organizations, processes, and procedures outlined in the Incident Command System.

(2) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(3) Responsible for situation assessment (incident situation and damage assessment information) and determination of resource needs of the local Incident Commander(s).

(4) Coordinates incident resource needs and determines and resolves as necessary, issues regarding resource shortages and resource ordering issues.

(5) Maintains current inventories of fire service facilities, equipment, and key personnel throughout the City and contracting jurisdictions.

(6) Implements the Colorado Emergency Resource Mobilization Plan.

(7) Assumes responsibility for coordinating and tracking fire resources committed to an incident.

(8) Plans for and establishes relief resources to replace or rotate with committed resources for extended operations.

(9) Obtains and submits situation and damage assessment reports and provides information to the EOC.

(10) Maintains appropriate records of costs incurred during an event for all fire resources.

(11) Requests supporting agencies document any lost or damaged equipment and personnel or equipment accidents.

(Res. 41-15, 9-16-15)

42.02.640 Appendix A – Emergency Support Function No. 5 – Emergency Management Annex.

ESF Coordinator:	City of Grand Junction Emergency Manager
Supporting Agencies:	City Departments
	Mesa County Office of Emergency Management
	Local Agencies

(a) Purpose. Emergency Support Function (ESF) No. 5 – Emergency Management is responsible for supporting overall activities of local government for incident management. ESF No. 5 provides the core management and administrative functions of the Emergency Operations Center (EOC).

(b) Scope.

(1) ESF No. 5 provides the overall coordination function for all incidents regardless of hazard, degree of complexity, or duration, and therefore, is activated at some level for all potential and actual incidents of national significance.

(2) ESF No. 5 includes those functions critical to support and facilitate multi-agency planning and coordination for operations involving potential and actual emergencies/disasters in the County. This includes alert and notification, deployment and staffing of special teams, incident action planning, situation reporting, coordination of operations, logistics, and material, direction and control, information management, facilitation of requests for State assistance, resource acquisition and management (to include allocation and tracking), personnel management, facilities management, financial management, and other support as required.

(c) Policies.

(1) The City's Emergency Manager is responsible for establishing the local support infrastructure in the affected municipality or County in anticipation of requirements for prevention, response, and recovery assistance.

(2) Requests for City disaster declarations to enable funding through State and federal assistance programs should be coordinated through the Mesa County Office of Emergency Management.

(3) Provides the information link between the City EOC, County EOC and the State EOC. Serves as the centralized conduit for local situation reports to the State EOC from the various incidents and ESFs.

(4) Coordinates departments and agencies to participate in the incident action planning process.

(5) Establishes required field facilities, supplies, and equipment to support activities related to the management of incidents. These facilities include, but are not limited to, the EOC, Joint Information Center (JIC), mobilization centers, staging areas, and disaster recovery centers.

(6) Supports the implementation of mutual aid agreements to ensure a seamless resource response to affected jurisdictions.

(7) Responsible for notifying the Mesa County EOC and/or State EOC of potential threats to enable the elevation of operational response postures or the pre-positioning of assets.

(8) Coordinates with the Mesa County Emergency Manager on emergency/disaster declaration and requests for State and federal assistance under the Stafford Act.

(d) Initial Actions.

(1) When an incident occurs or has the potential to occur, ESF No. 5 activates and staffs the EOC. Actions include alert, notification, and situation reporting.

(2) Makes initial contact with the affected jurisdictions and reviews capabilities and shortfalls as a means of determining initial response requirements for regional or State support.

(3) Collects emergency/disaster information and monitors potential or developing incidents and support efforts of local and regional field operations.

(4) Provides situation reports and other information as required to the State EOC and Mesa County Emergency Manager.

(5) Maintains constant communications with the State EOC and Mesa County Emergency Manager and provides periodic updates to coordinate operations.

(6) Activates the ESFs required to handle the threat or incident at hand, issues initial activation mission assignments and establishes reporting and communications protocols with the activated agencies and departments.

(7) Requests from the State EOC and the deployment of special teams including the Colorado National Guard, the National Emergency Response Team, Mobile Emergency Response Support, National Disaster Medical System, Civil Support Teams and Urban Search and Rescue Teams.

(8) Develops schedule for staffing and operating the EOC from activation to deactivation.

(9) Provides immediate, short-term, and long-term planning functions in coordination with the other ESFs engaged in the operation and with those who are operating under agency statutory authorities. Coordinates with the State and County for recovery operations until the operation is suspended and no longer necessary.

(Res. 41-15, 9-16-15)

42.02.650 Appendix A – Emergency Support Function No. 6 – Mass Care, Housing, and Human Services.

ESF Coordinator:	Mesa County Voluntary Organizations Active in Disaster (VOAD)
Supporting Agencies:	Mesa County Department of Human Services
	American Red Cross
	Salvation Army
	Mesa County Animal Services

(a) Purpose. ESF No. 6 promotes the delivery of services and the implementation of programs to assist individuals, households and families impacted by potential or actual disasters. This includes non-medical mass care, housing, and human services needs of individuals and or families impacted by the incident.

ESF No. 6 provides the coordination of sheltering, feeding, bulk distribution of supplies, and emergency first aid following an emergency or disaster requiring the assistance of local government.

(b) Scope.

(1) ESF No. 6 includes three primary functions: mass care, housing, and human services.

(2) Mass care involves the coordination of non-medical mass care services to include sheltering of victims, organizing feeding operations, providing emergency first aid at designated sites, collecting and providing information on victims to family members, and coordinating bulk distribution of emergency relief efforts.

(3) Housing involves the provision of assistance for short- and long-term housing needs of victims.

(4) Human services include providing victim related recovery efforts such as mental health counseling, identifying support for persons with special needs, and expediting processing of new benefits claims.

(5) Ensures coordination with ESF No. 11 for animal related services and emergencies.

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) Coordinates the overall efforts of volunteer organizations and other spontaneous volunteers.

(4) Responsible for the administration of Individual and Family Grant Programs in presidential declared disasters in the City.

(d) Supporting Agencies.

Agency	Functions
American Red Cross Salvation Army Volunteer Organizations	• Provide emergency shelters, temporary housing and other assistance to displaced citizens. • Maintenance of current listings and contracts of available shelters. • Provision of food, beverages and other assistance to emergency response personnel and emergency relief workers. • Management of donated goods, including cash, food, cleaning supplies, blankets, building materials, tools, toiletries and personal items. • Provision of damage assessment information upon request.

(Res. 41-15, 9-16-15)

42.02.660 Appendix A – Emergency Support Function No. 7 – Resource Support Annex.

ESF Coordinator: City of Grand Junction Emergency Manager
Supporting Agencies: Mesa County Office of Emergency Management

(a) Purpose. ESF No. 7 – Resource Support is to support logistical and resource support to local entities involved in emergency response and recovery efforts for an emergency or disaster that impacts local jurisdictions. This consists of emergency relief supplies, facility space and office equipment.

(b) Scope.

(1) ESF No. 7 is responsible for providing direct and active support to emergency response and recovery efforts during the initial response phase following a disaster. This support includes locating, procuring, and issuing resources, such as supplies, office space, office equipment, fuel, contracting services, personnel, heavy equipment, generators, and transportation.

(2) Each department/agency is responsible for tracking the use of its own resources.

(3) Interdepartment/agency coordination of resource and financial information is needed in order to determine cumulative disaster expenditures and costs.

(4) The Northwest All Hazard Emergency Management Regional Resource Mobilization Guide provides for mobilization when the magnitude of the incident exceeds the capabilities of routinely available mutual aid and requires full mobilizations of County resources. The Northwest All Hazard Emergency Management Regional Resource Mobilization Guide will only be utilized in response to an emergency or disaster situation that has exceeded the capabilities

of available local resources, including those available through existing agreements (e.g., mutual aid).

(5) Mutual aid agreements provide for rapid assistance from neighboring jurisdictions to meet the immediate needs of an emergency situation demanding resources beyond those available from the local jurisdiction.

(6) Resource mobilization may be requested when a non-stabilized incident or simultaneous incidents presenting a clear and present danger to life and property, and requiring, in addition to local resources and mutual aid, the deployment of additional resources.

(c) Initial Actions.

(1) Upon determining that all available local and mutual aid resources have been used, available resources are inadequate to achieve incident stabilization/control and additional resources are required, the local Incident Commander will determine:

(i) Specific number, type and kind of resources required;

(ii) Assignment intended for mobilized resources;

(iii) Assembly point and contact for mobilized resources;

(iv) Radio frequency assignment for incoming mobilized resources.

(2) The local Incident Commander will request approval for mobilization of regional resources from the local authorities having jurisdiction, and convey all of the above information, together with a resource and situation status report, to the local authority.

(3) The Incident Commander is responsible for contacting the City's Emergency Manager and providing the following information:

(i) Agencies mobilized;

(ii) Estimated time of arrival;

(iii) Current situation status;

(iv) Current resource status.

(4) For all incidents obtaining regionally deployed resources, at the close of each operational period, the Incident Commander will provide the City's Emergency Manager with a situation report.

(5) The City's Emergency Manager, when notified of a request for mobilization of regional resources, will notify the Grand Junction Regional Communications Center of the request for mobilization.

(Res. 41-15, 9-16-15)

42.02.670 Appendix A – Emergency Support Function No. 8 – Public Health and Medical Annex.

ESF Coordinator:	Mesa County Health Department
Supporting Agencies:	City of Grand Junction Fire Department
	St. Mary's Hospital
	Community Hospital
	Family Health West
	U.S. Veterans Medical Center

(a) Purpose. ESF No. 8 provides the mechanism for coordinated assistance in response to public health and medical care needs (to include veterinary and/or animal health issues when appropriate) for potential and/or actual incidents and/or during a developing potential health and medical situation.

(b) Scope. ESF No. 8 provides supplemental assistance to the local community in identifying and meeting the public health and medical needs of victims of an emergency or disaster. This support is categorized in the following core functional areas:

(1) Assessment of public health/medical needs (including behavior health);

(2) Public health surveillance;

(3) Medical care personnel;

(4) Medical equipment and supplies.

(c) Policies.

(1) ESF No. 8 coordinates all response actions consistent with the Mesa County Health Department Emergency Operations Plan (EOP).

(2) To ensure patient confidentiality, the release of medical information by ESF No. 8 is in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

(3) In the event of a zoonotic disease outbreak, or in coordination with ESF No. 11 – Agriculture and natural resources during an animal disease outbreak, public information may be released after consultation with the U.S. Department of Agriculture (USDA).

(d) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) Emergency medical services, hospitals, public health agencies, long-term care facilities, and mortuary services will provide layered levels of response activities to handle day-to-day occurrences that require their expertise. Once an agency knows that the circumstances are beyond their capability of what their agency can provide, or that additional regional resources or expertise are required, the agency will contact the Mesa County Public Health Department Director.

(4) Upon notification of a potential or actual incident, ESF No. 8 will consult with the appropriate organizations to determine the need for assistance according to the functional areas listed below:

(i) Assessment of Public Health/Medical Needs. This function includes the assessment of public health care system/facility infrastructure.

(ii) Health Surveillance. In coordination with local and State health agencies, ESF No. 8 will enhance existing surveillance systems to monitor the health of general population and special high risk populations, carry out field studies and investigations, monitor injury and disease patterns and potential disease outbreaks, and provide technical assistance and consultation on disease and injury prevention and precautions.

(iii) Medical Care Personnel. In coordination with local agencies, ESF No. 8 will conduct an assessment of medical care personnel availability and needs. ESF No. 8 may request local support from the Medical Reserve Corps and may seek individual clinical health and medical care specialists from local agencies.

(iv) Health/Medical Equipment and Supplies. In addition to deploying assets, ESF No. 8 will be responsible for requesting the Strategic National Stockpile (SNS), medical equipment and supplies, including medical diagnostic, radiation-emitting devices, pharmaceuticals, and biological products in support of immediate medical response operations.

(v) Patient Evacuation. ESF No. 8 should ensure coordination with ESF No. 1 – Transportation, to provide support for the evacuation of seriously ill or injured patients to locations where hospital care or outpatient services are available.

(vi) Patient Care. ESF No. 8 may task its components and the Medical Reserve Corps to provide available personnel to support inpatient hospital care and outpatient services to victims who become seriously ill or injured regardless of the location (which may include mass shelters).

(vii) Food Safety and Security. ESF No. 8, in cooperation with ESF No. 11, may task its components to ensure the safety and security of federally regulated food.

(viii) Agriculture Safety and Security. ESF No. 8 and ESF No. 11 may task its components to ensure the safety and security of food producing animals, animal feed, and therapeutics.

(ix) Worker Health and Safety. ESF No. 8 may request support from the Department of Labor (DOL) and other cooperating agencies, as needed, to assist in monitoring the health and well-being of emergency workers; performing field investigations and studies addressing worker health and safety issues; and providing technical assistance and consultation on worker health and safety measures and precautions.

(x) All Hazard Public Health and Medical Consultation, Technical Assistance, and Support. ESF No. 8 may task its components to assist in assessing public health and medical effects resulting from all hazards. Such tasks may include assessing exposures on the general population and on high risk population groups; conducting field investigations, including collection and analysis of relevant samples; providing advice on protective actions related to direct human and animal exposures, and on direct exposure through contaminated food, drugs, water supply, and other media; and providing technical assistance and consultation on medical treatment, screening, and decontamination of injured or contaminated individuals.

(xi) Public Health and Medical Information. ESF No. 8 may task its components to provide public health, disease, and injury prevention information that can be transmitted to members of the general public who are located in or near areas affected. If a Joint Information Center (JIC) is activated, ESF No. 8 should ensure coordination with the JIC on release of information.

(xii) Vector Control. ESF No. 8 may request assistance from other ESF No. 8 organizations, as appropriate, to assist in assessing the threat of vector-borne diseases; conducting field investigations, including the collection and laboratory analysis of relevant samples; providing technical assistance and consultation on protective actions regarding vector-borne diseases; and providing technical assistance and consultation on medical treatment of victims of vector-borne diseases.

(xiii) Potable Water/Wastewater and Solid Waste Disposal. ESF No. 8 in coordination with ESF No. 3 – Public Works and Engineering and ESF No. 10 – Oil and Hazardous Materials Response, as appropriate, may request assistance from other organizations, as appropriate, to assist in assessing potable water, wastewater, solid waste disposal issues, and other environmental health issues; conducting field investigations, including collection and laboratory analysis of relevant samples; providing water purification and wastewater/solid waste disposal equipment and supplies; and providing technical assistance and consultation on potable water and wastewater/solid waste disposal issues.

(xiv) Victim Identification and Mortuary Services. ESF No. 8 may be requested to assist the Mesa County Coroner in providing victim identification and mortuary services and establishing temporary morgue facilities.

(xv) Protection of Animal Health. ESF No. 8, in coordination with ESF No. 11, protects the health of livestock and companion animals by ensuring the safety of the manufacture and distribution of foods and drugs given to animals used for human food production, as well as companion animals.

(e) Supporting Agencies.

(1) American Red Cross.

(i) Provides emergency first aid, consisting of basic first aid and referral to appropriate medical personnel and facilities, supportive counseling, and health care for minor illnesses and injuries to incident victims in mass care shelters.

(ii) Assists community health personnel subject to staff availability.

(iii) Provides supportive counseling for the family members of the dead, injured, and others affected by the incident.

(iv) Provides available personnel to assist in temporary infirmaries, immunization clinics, morgues, hospitals, and nursing homes. Assistance consists of administrative support, logistical support, or health services support within clearly defined boundaries.

(v) Inform families of available health resources and services, and make appropriate referrals.

(vi) Provides coordination for uploading appropriate casualty/patient information from ESF No. 8 into the Disaster Welfare Information System.

(vii) In coordination with Mesa County Animal Services, refer all concerns regarding animal health care, safety, or welfare to American Veterinary Medical Association contact(s) in the disaster area, as appropriate. These contact people are veterinarians affiliated with national, State, or local veterinary associations.

(2) Mesa County Medical Reserve Corps.

(i) Provide highly skilled, well-trained civilian volunteers in the event of a public health emergency.

(Res. 41-15, 9-16-15)

42.02.680 Appendix A – Emergency Support Function No. 8(a) – Mental Health.

ESF Coordinator:	Mesa County Health Department
Supporting Agencies:	American Red Cross
	Colorado West Regional Mental Health
	Mesa County Department of Human Services
	Mesa County School District 51
	Private Practitioners in Mesa County
	Salvation Army

(a) Purpose. ESF No. 8(a) provides for an efficient, coordinated, effective response to the mental health needs of those affected by a disaster in Grand Junction. This includes addressing needs of victims, families, rescue personnel, and others in the community to assist them in the immediate aftermath of a disaster.

(b) Scope.

(1) ESF No. 8(a) provides supplemental assistance to the local community in identifying and meeting the mental health needs of victims of an emergency or disaster.

(2) ESF No. 8(a) acknowledges that an emergency, disaster or terrorist event would raise the stress level in victims and responders, affecting their mental and emotional well-being and decreasing their ability to cope with daily life on an ongoing basis.

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) ESF No. 8(a) will coordinate and track all mental health resources.

(4) ESF No. 8(a) will provide general information regarding mental health to the Joint Information Center (JIC) in coordination with ESF No. 15 – External Affairs.

(5) ESF No. 8(a) will maintain the Mental Health Coalition response plan and provide ongoing training on a regular basis as well as maintain a database of responders.

(Res. 41-15, 9-16-15)

42.02.690 Appendix A – Emergency Support Function No. 9 – Search and Rescue Annex.

ESF Coordinator:	City of Grand Junction Fire Department
Supporting Agencies:	Mesa County Sheriff's Office
	Mesa County S.A.R.C.
	Civil Air Patrol

(a) Purpose. ESF No. 9 integrates the Search and Rescue System around a core of task forces prepared to deploy immediately and initiate operations in support of ESF No. 9. These task forces are staffed primarily by local volunteers who are highly trained and experienced in search and rescue operations and possess specialized expertise and equipment.

(b) Scope.

(1) ESF No. 9 responsibility is granted by statute to the sheriff of each county in Colorado. Search and rescue activities may include:

(i) Searches and rescues in the wilderness or urban areas for lost, missing, or endangered persons.

(ii) Surface or underwater searches of lakes, ponds, or rivers.

(iii) Searching for downed or missing aircraft.

(2) The State of Colorado has signed an agreement with the Air Force Search and Rescue (SAR) Coordinator for the Inland Region in support of the National Search and Rescue Plan. This agreement provides county sheriffs with the ability to contact Air Force air assets directly or via the Colorado Division of Homeland Security and Emergency Management (CDHSEM) or the Colorado Search and Rescue Board (CSRB).

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) ESF No. 9 is responsible for coordination of search and rescue missions within their jurisdiction. All SAR operations will be managed under the Incident Command System.

(4) The Civil Air Patrol is responsible for conducting and coordinating all lost, missing and overdue aircraft searches in cooperation with the county sheriff in whose jurisdiction such searches may take place.

(Res. 41-15, 9-16-15)

42.02.700 Appendix A – Emergency Support Function No. 10 – Oil and Hazardous Materials Response.

ESF Coordinator:	City of Grand Junction Fire Department (Designated Emergency Response Authority) (DERA)
Supporting Agencies:	City of Grand Junction Police Department
	Lower Valley Fire Protection District
	Clifton Fire Protection District
	Lands End Fire Protection District
	Central Orchard Mesa Fire Protection District
	East Orchard Mesa Fire Protection District
	Palisade Fire Protection District
	City of Grand Junction Public Works and Utilities Department
	Colorado State Patrol
	Mesa County Public Health Department
	Mesa County Local Emergency Planning Committee (LEPC)
	Private Industry

(a) Purpose. ESF No. 10 provides for a coordinated response to actual or potential oil and hazardous materials incidents. ESF No. 10 includes the appropriate response and recovery actions to prepare

for, prevent, minimize, or mitigate a threat to public health, welfare, or the environment caused by actual or potential oil and hazardous materials incidents.

(b) Scope.

(1) Hazardous materials addressed under the Emergency Operations Plan (EOP) include chemical, biological, and radiological substances, whether accidentally or intentionally released. These include certain chemical, biological, and radiological substances considered weapons of mass destruction (WMD).

(2) ESF No. 10 describes the lead coordination roles, the division and specification of responsibilities among various agencies, and the regional and on-site response organizations, personnel, and resources that may be used to support response actions.

(c) Policies.

(1) The Grand Junction Fire Department (GJFD), as a Designated Emergency Response Authority (DERA), is the primary response authority for incidents on federal, State, or County highways and local municipal streets. As the DERA, the GJFD is authorized by statute to provide support to other local governments at the request of another DERA, or under established mutual aid.

(2) Federal Occupational Safety and Health Administration (OSHA) 1910.120.

(3) Hazardous materials inventory, containment, and emergency planning services under the Superfund Amendment and Reauthorization Act of 1986 (S.A.R.A.) also known as the Emergency Planning and Community Right to Know Act of 1986.

(4) All participating agencies/departments will operate under the principles and features of the Incident Command System.

(d) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) Provide technical assistance when requested by local jurisdictions or the Incident Command Authority.

(4) Provide personnel to manage technical/safety requirements during hazardous material/terrorist incidents.

(5) Deploy hazardous materials response teams to provide technician level response to mitigate an actual or potential release of hazardous materials at a transportation or fixed facility incident/accident.

(6) Provide and/or participate in on-scene command and control utilizing Unified Command principles when necessary.

(7) ESF No. 10 will ensure that the owner of a hazardous substance and the operator of any vehicle or other conveyance by which a hazardous substance is moved or transported, in the case where a hazardous substance incident occurs during movement or transport, shall be jointly and severally responsible for properly cleaning up, transporting, and disposing of the residue of the hazardous substance incident. “Proper cleanup, transport, and disposal” shall mean actions in compliance with all federal and State laws and regulations pertaining to the particular hazardous substance or residue thereof, as the case may be. All such owners and operators shall cooperate with the Designated Emergency Response Authority and shall provide all rea-

sonably available means, personnel and equipment to affect the proper cleanup, transport and disposal of the residue of the hazardous substance incident.

(Res. 41-15, 9-16-15)

42.02.710 Appendix A – Emergency Support Function No. 11 – Agriculture Annex.

ESF Coordinator:	Tri-River Cooperative Extension
Supporting Agencies:	Mesa County Animal Services
	Local Private Vet Practitioners

(a) Purpose. Animal and plant disease and pest response includes: implementing an integrated local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, an outbreak of a highly infective exotic plant disease, or an economically devastating plant pest infestation.

(b) Scope.

(1) ESF No. 11 ensures coordination with ESF No. 8 – Public Health and Medical services, that animal/veterinary/wildlife issues in natural disasters are supported.

(2) ESF No. 11 should ensure coordination with ESF No. 6 when necessary.

(3) ESF No. 11 is responsible for the coordination of efforts to prevent, protect, respond to, and recover from incidents affecting agriculture.

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(Res. 41-15, 9-16-15)

42.02.720 Appendix A – Emergency Support Function No. 12 – Energy and Public Utilities Annex.

ESF Coordinator:	City of Grand Junction Public Works and Utilities Department
Supporting Agencies:	Mesa County Public Works Department
	Public and Private Utility Companies

(a) Purpose.

(1) ESF No. 12 collects, evaluates, and shares information on energy system damage and estimation on the impact of energy system outages within affected areas.

(2) Responsible for coordinating the restoration and protection of City of Grand Junction's critical energy systems following a major disaster, emergency, or other significant event requiring response and protection.

(3) Responsible for providing information to the Emergency Operations Center (EOC) on system(s) damage and estimations on the impact of these system outages within affected areas.

(b) Scope.

(1) The term "energy" includes producing, refining, transporting, generating, transmitting, conserving, building, distributing, and maintaining energy systems and system components.

(2) ESF No. 12 provides information concerning the energy restoration process such as projected schedules, percent completion of restoration, geographic information on the restoration, and other information as appropriate.

(c) Initial Actions.

(1) Upon notification, an agency representative will respond to the EOC as a member of the Mesa County Multi-Agency Coordination Group (MACG). This representative will serve as a liaison with regulated and unregulated utility companies to facilitate critical infrastructure protection and restoration.

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s). Information should include affected area, estimated outage time and estimated restoration time.

(3) Responsible for coordinating requests for assistance from local energy officials, suppliers, and deliverers.

(4) Responsible for coordinating and tracking assets and resources that may be used in response to any event involving energy or multi-hazard problems.

(Res. 41-15, 9-16-15)

42.02.730 Appendix A – Emergency Support Function No. 13 – Public Safety and Security Annex.

ESF Coordinator:	City of Grand Junction Police Department
Supporting Agencies:	Mesa County Sheriff's Office
	Colorado State Patrol
	Colorado Bureau of Investigation
	Fruita Police Department
	Palisade Police Department

(a) Purpose. ESF No. 13 provides a mechanism for coordinating and providing support to local authorities to include noninvestigative/noncriminal law enforcement, public safety, and security capabilities and resources during potential or actual incidents/disasters.

(b) Initial Actions.

(1) Upon notification, an agency representative will respond to the Emergency Operations Center (EOC) as a member of the Mesa County Multi-Agency Coordination Group (MACG).

(2) Responsible for situation assessment using the EOC situation worksheet and determination of resource needs of the local incident(s).

(3) Responsible for the mobilization, prioritization, and coordination of law enforcement services Statewide to respond to any type of emergency requiring additional resources.

(4) ESF No. 13 will use the Colorado Emergency Resource Mobilization Plan to obtain additional resources outside of Mesa County.

(5) Unless there is a delegation of authority by the Chief of Police, or a Governor's emergency declaration and the Governor chooses to take command of local resources, law enforcement activities remain under the control of the jurisdiction's chief law enforcement official, generally the Chief of Police.

(6) ESF No. 13 will maintain current inventories of law enforcement facilities, equipment, and key personnel throughout the City.

(7) ESF No. 13 will mobilize, prioritize, and deploy law enforcement teams and resources as needed. ESF No. 13 will monitor status of all law enforcement operations and provide updates to the EOC, including the assessment of law enforcement services for areas affected by the emergency.

(8) ESF No. 13 will coordinate with ESF No. 1 – Transportation for use of Public Works assets to support law enforcement operations when indicated.

(9) ESF No. 13 will utilize the Incident Command System and assume responsibility for coordinating and tracking all law enforcement resources committed to an incident. This may include placing personnel at a command post and establishing staging areas with the requesting agency.

(10) Develop lines of succession for personnel with law enforcement responsibilities in accordance with existing Department policies.

(Res. 41-15, 9-16-15)

42.02.740 Appendix A – Emergency Support Function No. 14 – Community Recovery and Mitigation Annex.

ESF Coordinator:	City of Grand Junction Administration
Supporting Agencies:	City of Grand Junction Departments
	Community and Religious Organizations

(a) Purpose.

(1) ESF No. 14 is responsible for providing coordinated measures and policies designed to facilitate recovery from the effects of natural and technological disasters, civil disturbances, or acts of terrorism.

(2) ESF No. 14 is responsible for providing effective utilization of resources to support local efforts to aid long-term community recovery, stabilize local economies, and reduce or eliminate risks from future incidents.

(3) ESF No. 14 is responsible for providing a government conduit and administrative means for appropriate federal, military, State, voluntary and private sector organizations to assist local governments during the recovery and mitigation process.

(b) Scope.

(1) Based on an assessment of incident impacts, ESF No. 14 may vary depending on the magnitude and type of incident and the potential for long-term and severe consequences.

(2) ESF No. 14 will most likely be activated for large scale or catastrophic incidents that require State and federal assistance to address significant long-term impacts in the affected areas (e.g., impacts on housing, businesses, employment, community infrastructure, and social services).

(3) Local officials have authority under their local ordinances, resolutions, and the Colorado Revised Statutes to take responsible and appropriate actions in the direction and control of disaster recovery activities. The primacy of affected local governments in defining and addressing risk reduction and long-term recovery priorities is recognized. If an effective recovery is beyond a local jurisdiction's capability, State assistance may be required. The Governor may then declare a "State of Emergency" and the provisions of the State Emergency Operations Plan (EOP) will be implemented.

(4) If the situation is beyond local and State capability, the Governor may ask for federal assistance by requesting a Presidential declaration of an "emergency" or "major disaster". A Presidential declaration authorizes federal assistance under the Robert T. Stafford Disaster Relief

and Emergency Assistance Act (PL 93-288, as amended). The declaration triggers the implementation of federal disaster assistance programs, which are coordinated by the Federal Emergency Management Agency (FEMA), in cooperation with the Colorado Division of Homeland Security and Emergency Management (CDHSEM). Response and recovery operations in both State and federally declared disasters will be conducted in accordance with the standards set forth by the National Incident Management System (NIMS) and the National Response Plan (NRP).

(5) Long-term recovery and mitigation efforts will be based on a variety of factors and priorities, including public safety, economic development, environmental protection, and preservation of social, cultural and historical resources.

(c) Initial Actions.

(1) Initial and short-term recovery activities focus on the safety and welfare of the affected community and restoration of essential services to include:

(i) Coordinate and conduct initial damage assessment efforts to help guide local decision making and priority setting and to determine the need for supplemental State and federal assistance.

(ii) Coordinate the restoration of essential public services and facilities (e.g., removal of debris from emergency routes, emergency repairs to hospitals, and public safety facilities).

(iii) Complete steps for formally requesting State and federal disaster assistance when damage assessment results indicate that impacts exceed local capabilities.

(iv) Coordinate the delivery of State and federal disaster assistance programs (e.g., individual assistance, public assistance, hazard mitigation) in Presidential declared disasters.

(v) Coordinate relief efforts with voluntary organizations.

(vi) Coordinate the provision of temporary housing for victims of a disaster event.

(vii) Manage unsolicited, undesignated donations of goods and services.

(viii) Coordinate spontaneous volunteers.

(ix) Coordinate disaster-related information and instructions to the general public.

(x) Identify post-disaster hazard mitigation activities to reduce future risks.

(2) Long-term recovery efforts focus on redeveloping communities and restoring the economic viability of disaster areas, including:

(i) Coordinate and integrate the resources and assistance programs of voluntary agencies and other community based organizations.

(ii) Restore and make permanent repairs to public infrastructure damaged in the disaster.

(iii) Reestablish an adequate supply of housing, including affordable housing, to replace housing stock destroyed by the disaster.

(iv) Restore the economic base of disaster impacted communities, including lost jobs and employment opportunities.

(v) Identify hazard mitigation opportunities and implementing long-term hazard mitigation plans, projects and measures.

(Res. 41-15, 9-16-15)

42.02.750 Appendix A – Emergency Support Function No. 15 – External Affairs Annex.

ESF Coordinator:	Lead Information Officer(s)
Supporting Agencies:	Mesa County Communications Officers Association (MCCOA)

(a) Purpose.

(1) The purpose of public information is to establish uniform policies for the effective development, coordination, and dissemination of information to the public in the event of a disaster. These policies and procedures are located in the Mesa County Joint Information Center/Joint Information System (JIC/JIS) Plan.

(2) ESF No. 15 coordinates local actions to provide the required external affairs support to local incident management elements.

(3) ESF No. 15 details the establishment of support positions to coordinate communications to various audiences. The Mesa County JIC is a physical location where public affairs professionals from organizations involved in incident management activities can work together to provide critical emergency information, crisis communications, and public affairs support.

(4) The Mesa County JIC serves as a focal point for the coordination and dissemination of information to the public and media concerning incident prevention, preparedness, response, recovery, and mitigation. The Mesa County JIC structure is designed to work equally well for large or small situations and can expand or contract to meet the needs of the incident. The Mesa County Communications Officer's Association will be responsible for staffing and managing the JIC.

(b) Scope.

(1) ESF No. 15 applies to all local departments and agencies that may require public affairs support or whose public affairs assets may be employed during a disaster.

(2) ESF No. 15 is required during any response or other event where significant interagency coordination is required and when the Emergency Operations Center (EOC) has been activated.

(3) ESF No. 15 provides the resources and structure for the implementation of the Emergency Operations Plan (EOP). Incident communications actions contained in the EOP are consistent with the National Incident Management System (NIMS).

(4) Under the Incident Command System (ICS), the JIC is led by the Information Officer (IO) whose jurisdiction has authority for the incident. The IO has three primary responsibilities:

(i) To gather incident data. This involves understanding how an ICS operates and developing an effective method for obtaining up-to-date information from appropriate ICS sections.

(ii) To analyze public perceptions for each incident of the response. This involves employing techniques for obtaining community feedback to provide response agencies with insight into community information needs, their expectations for the role to be played by the response agencies, and the lessons to be learned from specific response efforts.

(iii) To inform the public. That is, to serve as the source of accurate and comprehensive information about the incident and the response to a specific set of audiences.

(5) When multiple public or private agencies and organizations come together to respond to an emergency or manage an event, efficient information flow is critical to effectively carrying out these Information Officer (IO) responsibilities and meeting the expectations of various publics. The Mesa County JIC is a centralized "communication hub" that serves to achieve that information flow.

(6) Information officers (IOs) will represent their own agency and speak about their agency's involvement in response and recovery operations in an event. The Colorado Division of Homeland Security and Emergency Management (CDHSEM) PIO will be a central point of contact for the State and should be kept informed about all participating agency news and information releases throughout the response and recovery operations.

(c) Initial Actions.

(1) The City's Emergency Manager or designee will make the initial decision to activate the JIC during a large scale emergency or disaster affecting the City of Grand Junction. The JIC will be located in close proximity to the EOC.

(2) Once a JIC has been established, the Information Officers will follow the Mesa County JIC/ JIS Plan.

(3) If activated to support incident information management, a request may come from the Incident Commander, or the Information Officer assigned to the incident. The request is made to the Grand Junction Regional Communications Center (GJRCC) to notify the MCCOA using the group call down list located in the dispatch center.

(4) Upon notification, GJRCC will instruct the Information Officers on where to respond and to whom they should report to upon arrival. Information Officers are required to notify GJRCC of their availability to respond to the request and give their expected time of arrival on scene.

(5) The Lead Information Officer will be the Information Officer whose agency has statutory authority for the incident.

(6) If there are multiple agencies with jurisdictional authority, a unified approach should be utilized when possible.

(7) Mesa County Communications Officers Association (MCCOA) may be activated to support ongoing information requirements of a specific jurisdiction during any incident as needed or may be activated to staff the JIC during any large scale incident.

(Res. 41-15, 9-16-15)

42.02.760 Appendix B – Glossary.

Agency representative(s) means an individual or group of individuals assigned to an incident from an assisting or cooperating agency. The *agency representative* reports to the Incident Liaison Officer.

Amateur Radio Emergency Service (ARES) means a regional network of amateur radio operators, licensed by the Federal Communications Commission. Similar to the Federal Radio Amateur Civil Emergency Services (RACES).

Area command means an organizational structure used to oversee the management of multiple incidents that are each being handled by an Incident Command System organization or a very large incident that has multiple incident management teams assigned to it.

Blizzard warning means an advisory issued by the National Weather Service when considerable snow and winds of 35 miles per hour or more are expected.

Branch director means the individual responsible for a major segment of geographical/functional operations. The branch level is between a section and a division/group.

Casualty means a person injured and needing treatment or killed because of manmade or natural disaster.

Catastrophic incident means any natural or manmade incident that results in an extraordinary level of mass casualties, damage, or disruption severely affecting the population, infrastructure, environment, economy, and national morale and/or government functions.

Colorado Division of Homeland Security and Emergency Management (CDHSEM) means the branch of State government under the Department of Public Safety, which is responsible for the Comprehensive Emergency Management Program for the State of Colorado.

Command post is a generic term given to the area or vehicle that provides field personnel a physical location from which to give on-site direction, information, coordination and communication.

Command Staff. In a typical ICS configuration, the *command staff* is composed of the Incident Commander, a safety officer, a public information officer, and liaisons to other agencies.

Continuity of government means the principle of establishing defined procedures that allow a government to continue its essential operations during an emergency or disaster.

Continuity of Operations Plan (COOP) means a document that (1) delineates lines of succession at the department, division, and supervisor levels; (2) describes which functions or City-provided services are critical, essential, and nonessential within a given group or division; (3) describes the needed actions or procedures necessary to maintain critical services during emergencies; (4) lists facilities for relocation and associated contingency operations; and (5) describes needed actions for rapid resumption of critical functions following a disruption. Some COOPs also contain contact lists for employees and describes how the emergency needs of employees are addressed.

Damage assessment means the appraisal or determination of the actual effects resulting from manmade or natural disasters.

Damage assessment group/team means a group designated with the responsibility of assessing the scope and effect of physical damages to the infrastructure and the local community. *Damage assessment groups* provide comprehensive findings in damage survey reports. They also provide situation status (SITSTAT) reports to the Plans Section. Also see *Rapid needs assessment team*.

Damage Survey Report (DSR) means a comprehensive engineering report prepared by a federal-State-local team that outlines the scope of work and estimated cost of repairs at each site of damage that has occurred as a result of disaster. See *Damage assessment group/team*.

Designated Emergency Response Authority (DERA) means the primary response authority for incidents on federal, State, or County highways and local municipal streets. The *DERA* is authorized by statute to provide support to other local governments at the request of another *DERA*, or under established mutual aid.

Emergency. As defined by the Stafford Act, an *emergency* is "any other occasion or instance for which the President determines that federal assistance is needed to supplement State, local, and tribal efforts to save lives and to protect property and public health and safety or to lessen or avert the threat of a catastrophe in any part of the United States."

Emergency alert system consists of broadcast stations and interconnecting facilities which have been authorized by the Federal Communications Commission to operate in a controlled manner during a war, state of public peril or disaster or other national emergency as provided by the Statewide Comprehensive Emergency Alert System Plan.

Emergency management means an integrated approach to the management of emergency programs and activities for all four emergency phases (mitigation, preparedness, response and recovery), for all types of emergencies and disasters (natural and manmade) and for all levels of government (federal/State/local) and the private sector.

Emergency Operations Center (EOC) means a protected site from which government officials and support staff facilitate the coordination and supporting operations of an emergency.

Emergency Operations Plan (EOP) means a description of actions or instructions to all City personnel stating what will be done in the event of an emergency. It states the actions to be taken by whom, what, when and where based on predetermined assumptions, objectives, and capabilities, as well as describing the methods of direction and control in a disaster or emergency.

Emergency relocation center means a temporary geographical area or facility designed to serve as a safe haven for persons in the process of evacuating a dangerous area or environment. Persons usually stay at the *emergency relocation center* until the establishment of an evacuation shelter.

Evacuation means organized, timed, and supervised dispersal of civilians from dangerous and potentially dangerous areas, their reception and care in safety areas and their return to their own home communities.

Evacuation/emergency shelter means a form of lodging provided for the communal care of individuals or families made homeless by a disaster or an emergency. Typically, the *evacuation shelter* provides care, minor emergency medical assistance, feeding, and sleeping resources.

Family safety and welfare requests means an information gathering and communication process designed to keep emergency response personnel advised of their own families' condition. An integral component of sustained operations during a significant disaster or a disaster where an emergency worker is unable to make family contact to personally check his/her family's safety.

Financial assistance means any form of loan, grant, guaranty, insurance, payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance, other than general or special revenue sharing or formula grants made to the states.

Fire emergency radio network (FERN) means established radio network for fire and rescue mutual aid operations.

Fire Resource Officer means the individual assigned to the emergency communications center to assist with resource requests, radio traffic, and information processing. Typically, a fire officer trained in incident management staffs this position.

Five-hundred-year floodplain refers to that area which is subject to inundation from a flood having a 0.2 percent (two-tenths of one percent) chance of being equaled or exceeded in any given year.

Flash flood warning means an advisory issued by the National Weather Service indicating that flash flooding is occurring or imminent on certain streams or designated areas and those threatened should take immediate action.

Flash flood watch means an advisory issued by the National Weather Service indicating that heavy rains occurring or expected to occur may soon result in flash flooding in certain areas.

Flood warning means a forecast of impending flooding, given by radio, television and local government emergency forces. A *flood warning* message tells the expected severity of flooding, the affected river, and the location and time when the flooding will begin.

General staff means the individuals assigned to specific functional areas (Planning, Operations, Logistics, and Finance Sections) within the Incident Command System (ICS).

Group means the organizational level of the Incident Command System having operational responsibility for a specified tactical function. A *group* is the same level as that of a division.

Group supervisor means the individual having responsibility to direct personnel assigned to a group.

Hazardous materials (HAZMAT) means any element, compound, or combination thereof which is flammable, corrosive, detonable, toxic, radioactive, an oxidizer, an etiologic agent, or highly reactive and which because of handling, storing, processing or packaging may have detrimental effects upon operating and emergency personnel, the public, equipment and/or the environment.

Hazard mitigation includes any cost-effective measure, which will reduce the potential for damage to a facility from a disaster event. Measures may include zoning and building codes, floodplain property acquisitions, home elevations or relocations, and analysis of hazard-related data.

Incident Action Plan (IAP) means the strategic goals, tactical objectives, and support requirements for the incident. The *IAP* is developed by the Plans Section, for approval by the Incident Commander, and executed by the Operations Section Chief.

Incident Command System (ICS) means a standardized method of managing emergency incidents based on a common organizational structure, common terminology, common operating procedures and known qualifications of agency operating personnel; used on-scene and/or in conjunction with activation of an Emergency Operations Center (EOC) operation where command and control coordination is centralized.

Incident mitigation involves actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Liaison Officer means a command support staff or policy group member who is the contact point for coordinating information to internal and external agencies.

Line of succession means a pre-designated assignment of qualified individuals to stand in for key officials, directors, or supervisors in their absence.

Local emergency means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City or any other disaster that requires the aid and assistance of outside, local, State or federal agencies.

Major damage means a structure which has received substantial damage but is technically and economically feasible to repair.

Major disaster means a natural or manmade catastrophe which, in the determination of the President, is or threatens to be of sufficient severity and magnitude to warrant disaster assistance by the federal government to supplement the efforts and available resources of State and local governments in alleviating the damage, hardship, or suffering caused by such event.

Mitigation. Hazard *mitigation* includes any cost-effective measure, which will reduce the potential for damage to a facility from a disaster event. Incident *mitigation* involves actions taken during an incident designed to minimize impacts or contain the damages to property or the environment. *Mitigation* efforts occur before, during and after emergencies or disasters. Pre-disaster *mitigation* involves activities designed to reduce the damaging impact of a disaster should it strike. Post-disaster *mitigation* is actually part of the recovery process and includes eliminating or reducing the impact of hazards that exist.

National Flood Insurance Program (NFIP) means a federal program enabling property owners to purchase flood insurance based on an agreement which states that if a community implements measures to reduce future flood risks to new construction in special flood hazard areas, the federal government will make flood insurance available within the community as a financial protection against flood losses.

National Incident Management System (NIMS) means a system to provide a consistent nationwide approach for federal, State, local, and tribal governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents regardless of size, cause, or complexity.

National Response Framework (NRF) means a federally designed and organized emergency response plan that establishes a comprehensive all-hazards approach to enhance the ability of the United States to manage domestic incidents.

National Warning System (NAWAS) means a federal system, originating from NORAD, used to disseminate warnings and other emergency information from the warning centers to warning points at, and within, each state. For the Mesa County area, the receiving point is the Grand Junction Regional Communications Center.

National Weather Service means the branch of the National Oceanic and Atmospheric Administration (NOAA) which forecasts and issues weather watches and warnings.

NOAA Weather Radio means a broadcast system that furnishes continuous weather messages on dedicated very high frequencies and is a part of the warning system managed by the National Oceanic and Atmospheric Administration.

Nongovernmental organization includes entities that may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. *Nongovernmental organization* may include the private sector.

One-hundred-year floodplain refers to areas that are subject to inundation from a flood having a one percent chance of being equaled or exceeded in any given year.

Policy Group. The *policy group* is responsible for the development of policies and the direction of City operations implemented during a disaster or emergency.

Preparedness means those activities, programs and systems that exist prior to an emergency that are used to support and enhance response to an emergency or disaster.

Prevention means the preparedness phase involving activities that are undertaken in advance of an emergency or disaster. These actions might include emergency/disaster planning, training and exercises, and public education.

Public assistance means the federal financial assistance provided to State and local governments or to eligible private nonprofit organizations for disaster-related requirements.

Rapid needs assessment team means a team(s) designated with the responsibility of conducting rapid assessments of physical damages to the City infrastructure and the emergency needs of the impacted local community. Rapid assessments are also known as windshield surveys. *Rapid needs assessment teams* conduct brief evaluations of damage whereas damage assessment group/teams conduct detailed damage assessments.

Recovery. Recovery activities involve the restoration of services to the public and returning the affected area(s) to pre-emergency conditions. *Recovery* activities may be both short term and long term, ranging from restoration of essential utilities such as water and power, to mitigation measures designed to prevent future occurrences of a given threat. They may reflect the continuation of the response phase activities (i.e., restoration of utilities), or they may include new activities wholly enacted as a part of the *recovery* process after the disaster has abated (i.e., removal of debris after a flood).

Response means activities that include immediate actions to preserve life, property, and the environment; meet basic human needs; and maintain the social, economic, and political structure of the affected community. In this phase, emergency personnel engage in the appropriate actions as dictated by an incident's characteristics.

RESTAT is the short version of the term "resource status." The Plans Section is responsible for collecting information on *RESTAT* and providing the information to the Operations Section Chief, Incident Commander, or the IC/Ops Coordination Section.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Severe blizzard warning means an advisory issued by the National Weather Service when very heavy snowfall is expected, with winds of at least 45 miles per hour and temperatures of 10 degrees or lower.

SITSTAT is the short version of the term "situation status." The Plans Section is responsible for collecting information on *SITSTAT* and providing the information to the Operations Section Chief, Incident Commander, or the IC/Ops Coordination Section.

Special flood hazard area means the land in the floodplain subject to a one percent or greater chance of flooding in any given year, which is mapped and regulated by the Federal Emergency Management Agency.

Staging area means the location where incident personnel and resources are assigned for immediate response (available) status.

Staging manager means the individual responsible for the tracking of response-available personnel and equipment. Usually reports to the Incident Commander or Operations Section Chief.

Support group means a group of individuals and/or internal and external agencies that support the needs of the incident through the management of tasks assigned by emergency support functions. The *support group*/ESFs coordinator reports directly to the IC/Operations Coordination Section.

Title III. Also known as the "Emergency Planning and Community Right to Know Act of 1986," this law establishes requirements for federal, State, and local governments, and industry regarding emergency planning and "community right-to-know" reporting on hazardous and toxic chemicals.

Tornado warning means an advisory issued by the National Weather Service when a tornado is sighted or indicated by radar. Warnings describe the area that could be affected. When a warning is issued, take cover immediately.

Tornado watch means an advisory issued by the National Weather Service indicating tornadoes may occur in certain areas. Watches specify a time period and an area where tornadoes are possible.

Travelers' advisory. Issued by the National Weather Service when ice and snow are expected to hinder travel, but not seriously enough to require warnings.

Unified command means the shared responsibility of several agencies for incident management as a result of a multi-jurisdictional or multi-agency response effort. During a large scale event, a Unified Command may change to an area command.

Windshield surveys means, following a disaster, a rapid assessment of physical damages to the City infrastructure and the local community is conducted by a rapid needs assessment team.

Winter storm warning means an advisory issued by the National Weather Service when heavy snow (expected snowfall of four inches or more in a 12-hour period, or six inches or more in a 24-hour period) is forecasted to occur.

Winter storm watch means an advisory issued by the National Weather Service indicating there is a threat of severe winter weather in a particular area.

(Res. 41-15, 9-16-15)

42.02.770 Appendix C – List of Acronyms.

AAR	After Action Report
AC	Area Command
AMS	Aerial Measuring System
AOR	Area of Responsibility
ARC	American Red Cross
ARG	Accident Recovery Group
ARES	Amateur Radio Emergency Services
BLEVE	Boiling Liquid Expanding Vapor Explosion
C/D	Construction and Demolition
CAP	Civil Air Patrol
CDC	Centers for Disease Control and Prevention
CDHSEM	Colorado Division of Homeland Security and Emergency Management
CDOT	Colorado Department of Transportation

CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CERT	Community Emergency Response Team
CFR	Code of Federal Regulations
CHEMTREC	Chemical Transportation Emergency Center
CIAC	Colorado Information Analysis Center
CISD	Critical Incident Stress Debriefing
CMAC	Consequence Management Advisory Team (DTRA)
CMART	Consequence Management Response Team
COEM	Colorado Office of Emergency Management
COOP	Continuity of Operations Plan
CSP	Colorado State Patrol
CR	Community Relations
CRS	Community Rating System
DAT	Damage Assessment Team
DHS	US Department of Homeland Security
DMAT	Disaster Medical Assistance Teams
DMORT	Disaster Mortuary Team
DOC	Department Operating Center
DOD	Department of Defense
DOE	Department of Energy
DOJ	Department of Justice
DOT	Department of Transportation
DRC	Disaster Recovery Center
DTRA	Defense Threat Reduction Agency
DUA	Disaster Unemployment Assistance
DWI	Disaster Welfare Information
EAS	Emergency Alert System
ECP	Entry Control Point
EHS	Extremely Hazardous Substances
EM	Emergency Manager
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EMS	Emergency Medical Services
EMT	Emergency Medical Technician
EOC	Emergency Operations Center
EOD	Explosive Ordnance Disposal
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right to Know Act
EPR	Emergency Preparedness and Response

ESF	Emergency Support Function
EST	Emergency Support Team
FAA	Federal Aviation Administration
FAD	Foreign Animal Disease
FAA	Federal Aviation Administration
FBI	Federal Bureau of Investigation
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMAP	Flood Mitigation Assistance Program
FRMAC	Federal Radiological Monitoring and Assessment Center
GAR	Governor's Authorized Representative
GIS	Geographic Information System
HAZMAT	Hazardous Materials
HIPAA	Health Information Portability and Accountability Act
HSPD	Homeland Security Presidential Directive
IA	Individual Assistance
IAP	Incident Action Plan
IC	Incident Command/Incident Commander
ICCBO/MA	International Code Conference of Building Officials, Mid-America Chapter
ICP	Incident Command Post
ICS	Incident Command System
IDT	Incident Dispatch Team
IMAAC	Interagency Modeling and Atmospheric Assessment Center
IMT	Incident Management Team
JCAHO	Joint Commission for Accreditation of Healthcare Organizations
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
LEPC	Local Emergency Planning Committee
MABAS	Mutual Aid Box Alarm System
MACG	Multi-Agency Coordination Group
MACS	Multi-Agency Coordination System
MOU	Memorandum of Understanding
MRC	Medical Reserve Corps
MRE	Meal Ready to Eat
NARAC	National Atmospheric Release Advisory Center (DOE/NNSA)
NAWAS	National Attack Warning Alert System
NDMS	National Disaster Medical System
NFIP	National Flood Insurance Program

NFPA	National Fire Protection Agency
NGO	Non-Governmental Organization
NIMS	National Incident Management System
NNSA	National Nuclear Security Administration
NRAT	Nuclear Radiological Advisory Team
NRC	National Response Center
NRF	National Response Framework
NRP	National Response Plan
NUWAIX	Nuclear Weapons Accident/Incident Exercise
NWIMT	Northwest Incident Management Team
NWS	National Weather Service
OPA	Oil Pollution Act
OSD	Office Secretary of Defense
OST	Office of Secure Transportation (Department of Energy)
PA	Public Assistance
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PW	Project Worksheet
RAP	Radiological Assessment Program
RAT	Rapid Assessment Tool
REAC/TS	Radiation Emergency Assistance Center/Training Site
RACES	Radio Amateur Civil Emergency Services
SARA	Superfund Amendment and Reauthorization Act
SBA	Small Business Administration
SCO	State Coordinating Officer
SDO	Staff Duty Officer
SEOC	State Emergency Operations Center
SFHAs	Special Flood Hazard Areas
SHMO	State Hazard Mitigation Officer
SIOC	Strategic Information and Operations Center (FBI)
SITREP	Situation Report
SME	Subject Matter Expert
SNS	Strategic National Stockpile
SOG	Standard Operating Guidelines
SOP	Standard Operating Procedures
STIC	Statewide Terrorism Intelligence Center
TECC	Transport Emergency Communications Center
TSA	Transportation Security Administration
TSCA	Toxic Substances Control Act
USAR	Urban Search and Rescue

UAC	Unified Area Command
VIPS	Volunteers in Police Service
VOAD	Volunteer Organizations Active in Disasters
WMD	Weapons of Mass Destruction

(Res. 41-15, 9-16-15)

42.02.780 Appendix D – Declaration of Emergency/Disaster.

LOCAL DISASTER DECLARATION

WHEREAS, the City of Grand Junction ("City") has suffered or is threatened with suffering serious injury and damage to persons and property which damage constitutes a local disaster "Disaster" caused by the _____; and,

WHEREAS, the _____ has resulted in _____ and the possible _____; and,

WHEREAS, the possible threat is of a large scale and the conditions of the Disaster, which commenced on the _____, 20__, are not contained; and,

WHEREAS, the Charter of the City of Grand Junction provides that the Mayor shall be recognized as the official head of the City for military and other special purposes; and,

WHEREAS, the Mayor has been duly advised and informed of the severity of the situation and the declaration of a Disaster will aid the City in the response and recovery aspects of the City's emergency plans; and

WHEREAS, local emergencies have been declared by other jurisdictions in the immediate vicinity of the City, including Mesa County; and

WHEREAS, City residents are strongly encouraged to stay away from the accident scene and for those that are downwind from the scene stay inside. With this declaration of a Disaster the City's interest is in the health and safety of all persons that are or may be in peril.

NOW, THEREFORE, BE IT DECLARED BY _____, MAYOR OF THE CITY OF GRAND JUNCTION, that a local disaster exists in the City of Grand Junction, Colorado, and the Disaster shall be declared to be in effect until further notice of the City but for not more than seven (7) days from the date hereof unless renewed by the Mayor and/or unless extended by actions of the City Council of the City of Grand Junction, Colorado.

FURTHER, IT IS HEREBY ORDERED that this declaration be given prompt and general publicity and that a copy be filed promptly with the Grand Junction City Clerk and with the Colorado Division of Homeland Security and Emergency Management.

Signed and dated this _____ day of _____, 20__ at __:__ AM/PM.

ATTEST:

_____ _____

Mayor, City of Grand Junction City Clerk, City of Grand Junction

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.790 Appendix E – Request for Proclamation of Disaster.

_____, 20__

Governor _____
136 State Capitol
Denver, CO 80203-1792

Re: _____ – Disaster Declaration

Dear Governor Hickenlooper:

The purpose of this letter is to request that you proclaim a state of disaster emergency in the City of Grand Junction pertaining to a _____. The disaster began this morning, _____, 20__; the _____ has exceeded our locally available resources and response capability to cope with the emergency.

The City of Grand Junction ("City") has established an Emergency Operations Plan and has in accordance with that plan declared a local disaster, an emergency operations center (EOC) is in operation and have activated our Joint Information Center (JIC) to respond to all citizen, media and other information needs.

While our emergency operations personnel are trained for and operate in an "all hazards" environment the scope of this disaster has stressed the City's resources. Because of this emergency event, which I have declared in the enclosed declaration to be a "local disaster", I am requesting assistance from your office and/or the Colorado Division of Homeland Security and Emergency Management.

The City is also requesting that financial resources be available under § 24-32-2106, C.R.S. and/or from FEMA funds that are or may be available for distribution to us. Please extend at your earliest opportunity any and all resources that are available to or from the State and of Federal government.

I look forward to receiving, as soon as possible, additional information from you, your staff and/or the Colorado Division of Homeland Security and Emergency Management about the City receiving funds from the State.

Sincerely,

_____
_____
Mayor, City of Grand Junction

Enclosure
pc: City Council
Fire Chief
Police Chief
City Manager
City Attorney
City Emergency Manager
Mesa County Emergency Manager
Colorado Division of Homeland Security and Emergency Management

(Res. 41-15, 9-16-15)

42.02.800 Appendix F – Delegation of Authority.

Delegation of Authority to Manage _____ Incident

You are delegated full responsibility and authority for the command, leadership and management of the _____ incident under the following terms and conditions. You are to assume command at _____ hours on _____, 20__ and it is your responsibility to notify the Grand Junction Regional Communications Center and all operational personnel currently assigned to the incident when transfer of command occurs. Please notify Emergency Manager, Mr. _____, of any unusual circumstances that may occur.

As Incident Commander, you are accountable to the GJPD Police Chief, GJFD Fire Chief, CSP Representative, CDOT representative, and NNSA/OST Representative for the overall management of this incident. We expect you to adhere to relevant City policies and applicable laws, policies and professional standards for incident management under prescribed terms and conditions as follows:

1. **Incident Priorities**

Incident management and strategies shall be pursuant to the primary incident. The following are our priorities for this incident;

Consideration for the safety and needs of local residents and communities is essential for successful management of the incident. Safety will not be compromised! All actions and potential consequences will be analyzed against risk to human life and other values. While we will not accept unnecessary risk in managing this incident, we expect you to help us ensure that we do not inappropriately transfer risk to the first responders to hazards, we expect you to be calculated and deliberate in choosing actions that include the highest probabilities of success in protecting values, balanced with first responder and public safety.

a. Safety Objectives

i. Long duration incident is probable

ii. Monitor incident personnel for signs of fatigue

iii. Manage driving exposure carefully

iv. Provide detailed emergency medical and evacuation plans for all operations

v. All actions and potential consequences will be analyzed against risk to human life and other values

b. Develop strategies and tactics to protect structures in coordination with respective City/County/Fire District

c. Work with emergency manager on evacuation needs

d. Work with emergency manager to develop closures to eliminate public exposure to incident area.

2. **Incident Management**

- Incident management and operations shall be conducted as efficiently and effectively as possible, given the prevailing conditions and circumstances. Stabilize the incident. Mitigate the emergency and preservation of property.

- Provide for minimal disruption of access to critical community services and commerce. Access must be consistent with the safety of the public.

- No additional response for other incidents will be your responsibility. All initial response will be dispatched by the Grand Junction Regional Communications Center and will be the responsibility of the agency having jurisdiction (AHJ).

- Transition with existing forces will be handled smoothly but as rapidly as possible.

- You will use the State of Colorado Complexity Analysis form every shift to ensure the incident is within the suggested guidelines.

- You will use the state's situational awareness tool WebEOC to post updates to the _____ board.

- Ensure that 2-1 work/rest ratio and 1 in 14/2 in 21 days off cycle is adhered to by all incident personnel.

- Ensure no work shift is in excess of 16 hours without prior approval from the Incident Commander. Report any shift that exceeds 16 hours, approved or unapproved, to the assigned agency representative.

- We expect a high level of ethical conduct from everyone while on the incident and in the City. There will be no tolerance for any unethical, illegal drug or alcohol related incidents.

- Manage the human resources assigned to the incident in a manner that promotes mutual respect and is consistent with preventing discrimination and sexual harassment.

- Minimize, to the extent possible, the socio-economic impacts from this incident.

- Minimize economic impacts to livestock and agriculture.

- Coordination with all of the infrastructure providers within the incident footprint.

- Work closely with all Agency representatives (listed below) or their designated representatives. The representatives will attend your daily planning and briefings.

- Ensure there is a solid communications plan (ICS 205) for all agencies on the incident to be interoperable and coordinate the communications plan with the Grand Junction Regional Communications Center.

- Incident turn back standards are as follows:

    o Ensure the safe recovery and removal of _____ from City of Grand Junction and Mesa County, Colorado.

- Ensure that routes of commerce and roadways are clear, open, and passable.
- If evacuations have been ordered, ensure the safe reentry of evacuated citizens.
- Attempt to develop reentry plans for evacuated areas.

3. **Unified Command**
As IC, you shall operate in Unified Command with the designated command personnel of other authorities with jurisdiction.

4. **Local Personnel**
When possible, local personnel shall be utilized within the incident management.

5. **Documentation**
Complete and comprehensive incident documentation shall be maintained, including initial damage claims investigations if applicable.

6. **Media Relations**
The Incident Management Team (IMT) will handle media relations through the Mesa County Joint information Center and personnel. The Mesa County Joint Information System/Center (JIS/JIC) will be used as specified in the Mesa County JIS/JIC Plan. The media shall have access to the incident where appropriate if possible. The Type III IMT will be requested to provide and incorporate a public information office into our JIS/JIC.

Communication is paramount, local citizens, businesses, elected official and other stakeholders need to be kept well informed of potential threats, issues, or complications in managing the incident as early as possible.

a. Keep internal and external personnel abreast of daily changes and activities.

b. Use of social media will be managed by the Mesa County JIS/JIC.

c. Press releases will be approved by the Mesa County JIS/JIC.

7. **Reporting**
Incident management reports shall be directed to:
_____

Provide daily ICS 209 to the City/County and State EOC by the end of your daytime operational period.

8. **Cost Accounting Principles**

- Manage the incident in a cost-effective manner not to exceed $_____ dollars. Keep accurate account of total costs by developing a system to track operational efforts by jurisdiction on a daily basis. If you feel you are about to exceed this amount you will contact City/County Emergency Manager, _____. Effectively manage costs of the incident by planning strategies and tactics toward highly probability of success in meeting incident objectives. Seek opportunities to reduce costs throughout the duration of the incident without jeopardizing success or impacting risk mitigation.
- Utilize local purchasing as much as possible. Utilize local resources as much as possible.

- Provide training opportunities for less experienced responders. This will strengthen organization capabilities of local area personnel.

- Keep efficiency and cost-effectiveness as a key element of your decision-making process. Manage the incident in the most cost efficient and effective manner as possible.

- The City of Grand Junction and Mesa County have agreed to share the not-to-exceed amount at a 50/50 cost share.

9. **Resource Management**
Ordering of resources will be as follows:

- Pre-arrival resource orders by Incident Management Team are not permitted.

- Resource orders will be made through the Mesa County Emergency Operations Center. The Mesa County EOC will attempt to fill resource orders locally and if unable to do so will request resources through the State EOC.

10. **Other Terms and Conditions**

11. **Termination**
This transfer becomes effective at _____ hours on _____, 20__ and may be changed or updated as incident conditions change. The delegating authority reserves the right to rescind or immediately terminate this delegation of authority for cause or convenience. Intent to rescind or terminate will be communicated in writing to the IMT Incident Commander.

This incident originated as a _____ involving a _____ and occurred on _____, 20__.

Signed:

_____ Date: _____, 20__
XXXX XXXXXXXX
City Manager
Title

Signed:

_____ Date: _____, 20__
XXXX XXXXXXXXX
Mesa County Administrator
Title

Signed:

_____ Date: _____, 20__
XXXX XXXXXXXXX
CDOT Representative
Title

Signed:

_____ Date: _____, 20__

State Field Manager, Colorado Office of Emergency Management

Title

Agency Representatives

XXXX XXXXXXX, City of Grand Junction

XXXX XXXXXXX, Mesa County

XXXX XXXXXXX, CDOT

XXXX XXXXXXX, State of Colorado Office of Emergency Management

XXXX XXXXXXX, City of Grand Junction Emergency Management

(Res. 41-15, 9-16-15)

42.02.810 Appendix G – National Incident Management System (NIMS) Training Program.

Anyone who may have a role in an emergency response or disaster should complete training applicable to their responsibilities. This specifically includes those individuals with duties in these 10 disciplines:

- Emergency Management Agency
- Emergency Medical Services
- Fire Service
- Governmental Administration
- Hazardous Materials
- Health Care
- Law Enforcement
- Public Health
- Public Safety Communications
- Public Works and Utilities

The National Incident Management System (NIMS) Training Program guides NIMS training activities; supports stakeholder training and planning; and serves as a single-source, regularly updated, compilation of training within the NIMS national core curriculum.

The City of Grand Junction has identified the emergency management/response personnel within our jurisdiction who require ongoing training and in what role. Federal policy requires jurisdictions to fulfill compliance objectives as a condition for receiving federal preparedness assistance or grants.

The guidance within the NIMS Training Program is not absolute. Incident and/or event complexity determines emergency and incident response personnel responsibilities as well as recommended audience for NIMS curriculum coursework delivery.

The NIMS Training Program further recommends at a minimum, in conjunction with participating in exercises and real events, emergency management and response personnel should refresh NIMS training every three years.

(a) National Incident Management System Course Descriptions and Web Links.

(1) IS 700.a: National Incident Management System (NIMS), An Introduction (Three-Hour Course).

http://training.fema.gov/EMIWeb/IS/IS700a.asp

This course introduces and overviews the National Incident Management System (NIMS). NIMS provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents.

(2) IS 100.b: Introduction to Incident Command System (Three-Hour Course).

http://training.fema.gov/EMIWeb/IS/IS100b.asp

ICS 100, Introduction to the Incident Command System, introduces the Incident Command System (ICS) and provides the foundation for higher level ICS training. This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).

(3) IS 200.b: ICS for Single Resources and Initial Action Incidents (Three-Hour Course).

http://training.fema.gov/EMIWeb/IS/IS200b.asp

ICS 200 is designed to enable personnel to operate efficiently during an incident or event within the Incident Command System (ICS). ICS 200 provides training on and resources for personnel who are likely to assume a supervisory position within the ICS.

(4) IS 800.b: National Response Framework, An Introduction (Three-Hour Course).

http://training.fema.gov/EMIWeb/IS/IS800b.asp

The course introduces participants to the concepts and principles of the National Response Framework.

(5) ICS 300 – Intermediate Incident Command System.

This is a classroom course (20 – 22 hours).

Check http://dhsem.state.co.us/preparedness/training-exercise for available courses.

ICS 300 describes how the NIMS Command and Management component supports the management of expanding incidents. Describe the incident/event management process for expanding incidents and supervisors as prescribed by the Incident Command System. Implement the incident management process on a simulated Type 3 incident. Develop an Incident Action Plan for a simulated incident.

(6) ICS 400 – Advanced Incident Command System.

This is a classroom course (12 – 16 hours).

Check http://dhsem.state.co.us/preparedness/training-exercise for available courses.

ICS 400 describes how the NIMS Command and Management component supports the management of expanding incidents. Describe the incident/event management process for large scale organization development; roles and relationships of the primary staff; the planning, operational, logistical and fiscal considerations related to large and complex incident/event management. Implement the application of Area Command and the importance of interagency coordination on complex incidents/events.

(7) IS 701.a: NIMS Multi-Agency Coordination Systems (MACS) (Five-Hour Course).

http://training.fema.gov/EMIWeb/IS/IS701a.asp

This course introduces Multi-Agency Coordination (MAC) Systems as described in the National Incident Management System (NIMS), and shows how these systems can be used to improve incident response. MAC Systems consist of a combination of elements: personnel, procedures, protocols, business practices, and communications integrated into a common system.

(8) IS 702.a: NIMS Public Information (Three-Hour Course).

http://training.fema.gov/EMIWeb/IS/is702a.asp

The National Incident Management System (NIMS) provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents. This includes public information. Public information systems, as described in NIMS, are designed to effectively manage public information at an incident, regardless of the size and complexity of the situation or the number of entities involved in the response.

(9) G402 – ICS 402 – Incident Command System (ICS) Overview for Executives and Senior Officials.

This is a classroom course (two hours).

http://training.fema.gov/gstate/downloadMats.asp?course=G402%20-%20ICS-402%20-%20Incident%20Command%20System%20%28ICS%29%20Overview%20for%20Executives%20and%20Senior%20Officials

The purpose of this course is to provide an orientation to the Incident Command System (ICS) for executives and senior officials (sincluding elected officials, City/County managers, agency administrators, etc.).

This class is given free of charge through the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management. Contact the Regional Field Manager for division.

(10) E900 – IEMC: All Hazards: Preparedness and Response (Four Days – Emmitsburg, Maryland).

This Integrated Emergency Management Course, E900, All Hazards: Preparedness and Response, is a premier course that addresses preparedness and response in emergency situations resulting from natural and technological hazards. This exercise-based course is conducted for two types of audiences. The participants in the "generic" audience represent various communities from throughout the country. The "specific" audience is made up of participants all from one community. The IEMC places public officials and other key community leaders in a disaster simulation. The course methodologies of classroom instruction, planning sessions, and exercises allow for structured decision making in a learning, yet realistic, environment. A key outcome of this is that additional planning needs are identified, providing the opportunity to enhance overall preparedness. The exercise scenario for the All Hazards: Preparedness and Response focuses on severe weather and related flooding.

(b) City of Grand Junction NIMS Training Program.

City of Grand Junction NIMS Training Program

All Potential Emergency and Disaster Workers	**First Line Supervisors**	**Middle Management** (Mid-level Response Supervisors)	**Incident Command and General Staff Positions** (Senior-level Response Managers)	**All City Multi-Agency Coordination (MAC) Group Reps**	**All City PIOs**	**Elected Officials**
Fire – All, except clerical support Police – All, except clerical support Public Works and Utilities – All, except clerical support GJRCC – All, except clerical support	Fire – Firefighter EMT Paramedic Engineer Captain Prevention Officer Police – Sergeants PW&U – Crew Leaders Supervisors Parks and Recreation – Supervisors Risk Manager AIM Members City Leadership Team	Fire Battalion Chiefs* Police Commanders* PW&U Managers – Streets Wastewater Water	Fire Chief* Deputy Fire Chiefs* Police Chief* Deputy Police Chiefs* PW&U Director* Emergency Manager*	Police Rep Fire Rep GJRCC Rep PW&U Rep Emergency Manager	Police PIO Fire PIO City Administration PIO Emergency Manager	Mayor City Council
IS 700.a	IS 700.a	IS 700.a	IS 700.a	IS 700.a	IS 700.a	G402* Recommended
IS 100.b	IS 100.b	IS 100.b	IS 100.b	IS 100.b	IS 100.b	
	IS 200.b	IS 200.b	IS 200.b	IS 200.b	IS 702.a	
		IS 800.b	IS 800.b	IS 800.b		
		ICS 300* Recommended	ICS 300	ICS 300		
		ICS 400* Recommended	ICS 400	IS 701.a		
		E900* Recommended	E900* Recommended			

(Res. 41-15, 9-16-15)

42.02.820 Appendix H –Elected and Senior Officials Guide.

ELECTED AND SENIOR OFFICIALS ROLES AND RESPONSIBILITIES GUIDE TO DISASTERS AND EMERGENCIES



24-HOUR EMERGENCY RESPONSE NUMBER

1-303-279-8855

Department of Public Safety
Office of Emergency Management
State of Colorado

(a) Elected and Senior Official Responsibilities. Each disaster will be unique, but common threads will run through each. Knowing the types of hazards that could impact your community will, however, aid you in preparing for those emergencies or disasters.

(1) Steps elected and senior officials should take prior to a disaster include:

(i) Familiarize yourself with Colorado Department of Public Safety "An Elected Officials Guide for Disasters and Emergencies."

http://dhsem.state.co.us/sites/default/files/Policy%20Guide%20Handout%20FINAL%2012.12.pdf

(ii) Review emergency ordinances to ensure they are adequate. Define emergency powers and add a provision for declaring a local/County state of emergency.

(iii) Integrate emergency management into all departments that may be called upon to respond to provide support during a disaster.

(iv) Ensure that your community's Emergency Operations Plan is current and compliant with the National Incident Management System.

(v) Know what your responsibilities are and participate in disaster drills/exercises.

(vi) Develop and support the establishment of an Emergency Operations Center (EOC).

(vii) Develop or maintain continuity of operations plans (COOP). In the private sector, this would be similar to a business continuity plan.

(viii) As a part of your COOP, identify alternate facilities in which to operate out of in the event that your primary facilities are damaged or in an evacuation zone. These alternate facilities may be in another jurisdiction if necessary.

(ix) Develop a community-based mitigation process to implement a hazard mitigation plan. This is critical for receiving hazard mitigation funds after a disaster occurs.

(x) Develop mutual aid agreements with other agencies and jurisdictions.

(xi) Foster the creation of a long-term recovery committee to plan and guide local recovery issues.

(2) Steps elected and senior officials should take during a disaster include:

(i) Maintain a presence in the EOC.

(ii) Consider the need for issuing an emergency declaration or proclamation. This can help position your community to receive additional State and federal assistance.

(iii) Understand the incident objectives, provide visible leadership and set policy.

(iv) Exercise sound reasonable judgment, and make decisions with appreciation of legal considerations. Follow your unique standard of care.

(v) Prioritize resources.

(vi) Communicate to the public the nature of event, status of community response, and what individuals should do.

(vii) Utilize mutual aid with neighboring jurisdictions.

(viii) Promote the timely completion of preliminary damage assessments by individuals and businesses.

(ix) Document, document, document!

(3) Steps elected and senior officials should take after a disaster include:

(i) Tour damaged areas and meet with impacted residents.

(ii) Develop a recovery plan and work with State and federal agencies to secure recovery funds.

(iii) During the recovery process, consider mitigation projects that could lessen or prevent future damage.

(iv) Work with the long-term recovery committee to address long-term needs for survivors.

(v) Participate in after action reviews/critiques.

(4) Emergency management is like an insurance policy. You hope that you will never have to use it but when you do, you want the assurance that it will be there. If elected and senior officials do not put the time in on the front end, they will spend 10 times more on the back end trying to understand and deal with the ramifications of not being prepared.

(b) Disaster declarations usually follow these steps:

(1) Local government responds, supplemented by mutual aid from neighboring communities and volunteer agencies. If the disaster exceeds the local capabilities, they can request State assistance.

A local government may declare a local disaster or an emergency through the principal executive officer, through an order or proclamation and submit it to the State, usually through the Mesa County Emergency Manager. This activates response and recovery of all applicable local and inter-jurisdictional disaster emergency plans.

(2) Why Declare a Disaster?

(i) To gain access to TABOR emergency reserves.

(ii) To qualify for certain types of federal and State disaster assistance.

(iii) To activate local and inter-jurisdictional emergency plans and mutual assistance agreements.

(iv) To support the enactment of temporary emergency restrictions or controls (e.g., curfews, price controls).

(3) The State responds with State resources as requested (and/or needed) by the local government.

The Colorado Division of Homeland Security and Emergency Management, Department of Military and Veterans Affairs, Department of Public Health and Environment, Department of Transportation, Department of Local Affairs, Department of Public Safety, Colorado State Patrol, Department of Human Services, Department of Agriculture, and the Department of Natural Resources are all examples of Colorado agencies who may respond to a disaster.

The State may declare a disaster or emergency by executive order or proclamation of the Governor if the Governor finds a disaster has occurred or that this occurrence or the threat of a disaster or emergency is imminent. This frees up State TABOR reserves and Disaster Emergency funds, enables the Governor to temporarily enact or suspend State restrictions or controls, activates the State Emergency Operations Plan, and activates the State Emergency Operations Center.

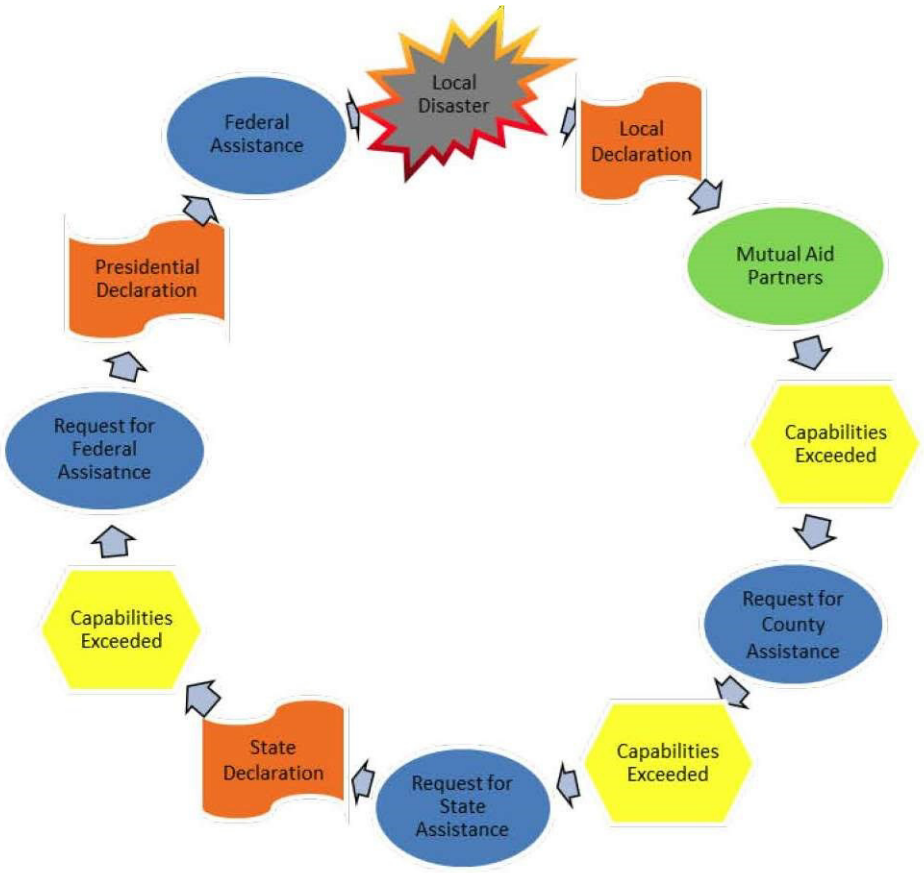
(4) Damage Assessment. The State can request a disaster declaration from the Governor with a preliminary damage assessment from the local government through the Colorado Division of Homeland Security and Emergency Management.

The State can also perform a formal federal, State, and local preliminary damage assessment with FEMA to determine if damage amounts may qualify for a Presidential disaster request

and therefore, federal assistance. A Presidential disaster declaration and/or emergency can be requested by the Governor to the President through FEMA, based on the damage assessment, and an agreement to commit State funds and resources to the long-term recovery is made.

(5) FEMA will evaluate the request and recommend action to the White House based on the disaster damage assessment, the local community and the State's ability to recover.

(6) The President approves the request or FEMA informs the Governor it has been denied. The decision process could take a few hours or several weeks depending on the nature of the disaster.



Note: The difference between a disaster declaration and an emergency declaration is that an emergency can be declared even though there is no disaster. An example would be World Youth Day. Also, an emergency declaration is generally of lesser scope and impact than a major disaster declaration.

(Res. 41-15, 9-16-15)

42.02.830 Appendix I – Specific Hazard Annexes.

Specific Hazard Annexes:

(a) Winter Storm Plan (GJMC 42.02.840 – 42.02.920).

(Revised by City 12/16; Res. 41-15, 9-16-15)

42.02.840 Winter storm response plan – Introduction.

The purpose of the Winter Storm Response Plan is to provide all personnel who are involved in snow and ice removal, and the public, a single source of information which clearly defines the City of Grand Junction's policies and procedures in all snow and ice operations.

All snow and ice control operations are considered emergency in nature due to public safety and economic impacts to the community. Consequently, regardless of the time of day or week, snow and ice operations will be accomplished as expeditiously as possible in conjunction with the priorities outlined in this plan.

The snow and ice season in Grand Junction can begin as early as November and terminate as late as mid-April. The rate of accumulation of snowfall is affected by atmosphere temperature, pavement temperature, moisture content, wind direction and velocity, and intervals between storms. Each storm is unique, and conditions may vary across the city. Therefore, while this plan tries to cover the major operations during winter storms, it must be recognized that sufficient flexibility within the plan is required in order to respond effectively and efficiently to the various conditions and circumstances as they present themselves during actual storm conditions.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.020.)

42.02.850 Winter storm response plan – Plan components.

(a) The goal of this plan is to:

(1) Ensure essential City services are maintained during winter storms.

(2) Establish procedures and policies to be followed by each City department, as conditions warrant.

(3) Ensure all City departments respond in a coordinated manner.

(4) Establish duties and responsibilities for each City department.

(b) Definitions.

(1) Snow Classifications.

(i) Class 1 Storm. This condition represents an accumulation of snow no more than three inches in depth and imminent and/or present icy conditions with temperatures at or below freezing.

(ii) Class 2 Storm. Weather conditions have deteriorated beyond the Class 1 Storm level to include snow accumulations from three to six inches, with current and forecasted temperatures at or below freezing.

(iii) Class 3 Storm. Weather conditions have deteriorated beyond Class 1 and Class 2 levels to include snow accumulations of more than six inches with current and forecasted temperatures at or below freezing.

(iv) Winter Storm Emergency. Snow and ice conditions have deteriorated to the point that vital community services have been severely impacted. The City Manager will contact the Mayor or their designee to declare a state of emergency.

(c) Assumptions.

(1) Monitoring of weather conditions must be a continuous process in order to maintain a readiness status.

(2) These storms will severely impact local government's capability to provide essential services to the community.

(3) Public safety response concerns will include increased response times and maintaining the ability to provide service to citizens who are not on snow routes.

(4) The Street Department will be unable to keep open snow routes; essential vehicles will be severely hampered by storm conditions; public safety will be compromised; and a state of emergency will need to be declared.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.030.)

42.02.860 Winter storm response plan – Concept of operations.

(a) General.

(1) The City of Grand Junction must remain alert to changing weather conditions pertaining to winter storms.

(2) Notification of key individuals, prior to emergency conditions developing, is vital to winter storm preparations.

(3) Essential facilities must be properly staffed on a 24-hour basis, with accessibility to food and other essentials.

(4) Each department will provide transportation for their essential workers as necessary.

(b) Specific.

(1) Snow Routes and Traffic Restrictions.

(i) Class 1 and Class 2 Storms.

(A) Restrictions for parking, snow tires, or chains would not be implemented.

(ii) Class 3 Storms.

(A) Some or all of the following restrictions may be implemented: The public would be advised that parking, snow tires, or chain restrictions are in effect and advised to limit their driving.

(iii) Winter Storm Emergency.

(A) All traffic will be discouraged, except for public safety and vehicles providing services for the welfare of the general public. Police, fire, ambulance services, snow removal equipment, medical facilities, personnel, and essential utilities vehicles will be exempt from travel restrictions.

(iv) Parking restrictions will remain in effect until snow removal operations are completed.

(2) Removal of Winter Storm Restrictions.

(i) Once snow removal operations have been completed, the public will be advised that no restrictions are in effect.

(3) *Essential services* means services typically provided by the Fire, Police, Water, Sewer or Utility Departments in an effort to sustain, promote or preserve any infrastructures, systems or programs related to the general health, safety, preservation of life or property and the prevention of crime for the community at large.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.040.)

42.02.870 Winter storm response plan – Weather emergencies/snow days.

In the event of a winter storm emergency, the City Emergency Manager shall recommend to the City Manager that only essential personnel are needed for City operations. The City Manager will issue either an early dismissal notice or a non-work snow day notice for all non-essential employees. The City Man-

ager's Office will then inform all Department Directors who may begin releasing appropriate employees and/or set in progress their respective telephone network for work day cancellation.

All Department Directors shall establish procedures for identifying essential personnel and determine transportation capabilities for those individuals.

In addition to a notification system, all major electronic news media stations will be contacted by the City Manager or designee requesting that a message be broadcast stating the City of Grand Junction is closed except for essential and emergency operations.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.050.)

42.02.880 Winter storm response plan – Messages for public.

(a) Class 1 or Class 2 Storms.

(1) Hazardous driving conditions exist in the City of Grand Junction. Public may wish to leave early to avoid rush hour traffic.

(b) Class 3 Storm.

(1) Parking restrictions may be implemented on snow routes. Advise use of four-wheel drive, chains, or adequate snow tires. Vehicles that become stalled or abandoned may be towed and/or ticketed.

(c) Winter Storm Emergency.

(1) A winter storm emergency has been declared in the City of Grand Junction. All traffic is discouraged except for emergency and essential vehicles providing a service for the welfare of the public. Vehicles that become immobile or abandoned will be towed and/or ticketed.

(2) The winter storm emergency has been canceled for the City of Grand Junction.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.060.)

42.02.890 Winter storm response plan – General responsibilities during a snow emergency.

(a) Preplanning Activities.

(1) All departments should maintain an adequate inventory of essential supplies for snow and ice control purposes.

(2) Test and repair emergency generators and any other pieces of equipment that may be necessary during a winter storm event.

(b) Administration Department.

(1) City Manager Office.

(i) Assume overall plan administration.

(ii) Keep Mayor and City Council informed of the storm situation.

(iii) City Manager will set policy and declare a snow emergency.

(iv) City Attorney will issue legal advice and prepare written documents.

(v) Make a determination on closure of City facilities and the release of nonessential personnel.

(vi) Public Information Office shall coordinate all information distribution to the public and the media.

(vii) Appoint an Emergency Operations Center Director and notify the City Emergency Manager.

(2) Fleet Maintenance Division.

(i) Repair and maintain all essential vehicles and related equipment.

(ii) Obtain adequate fuel supply from vendors.

(iii) Notify departments to stage four-by-four vehicles and coordinate dispersal with Police and Fire.

(3) Other Internal Service Divisions.

(i) Administer contracts for outside resources.

(ii) Operate Central Stores stock room.

(iii) Keep essential City facilities operating.

(c) Streets Systems Department and Utilities.

(1) Continue with Snow and Ice Control Operations Plan.

(2) Activate Snow Desk and declare response.

(3) Request City Manager to declare a snow emergency, if necessary.

(4) Assist public safety equipment responding to emergencies.

(5) Issue snow progress reports to City Manager or his designee.

(6) Operate and maintain the water and wastewater systems at a level necessary to provide service to the City.

(7) Maintain current list of available contractors.

(8) Keep essential City facilities operating.

(d) Public Works and Planning Department.

(1) Provide support to Streets Department for snow and ice control.

(e) Fire Department.

(1) Maintain essential services to include response to fires, alarms, emergency medical, and control of hazardous substances.

(2) Rescue stranded motorists.

(3) Provide nonemergency medical services as safely feasible.

(f) Police Department.

(1) Enforce emergency traffic regulations and parking restrictions.

(2) Provide essential traffic control.

(3) Tow abandoned and parked vehicles from designated snow routes.

(4) Rescue stranded motorists.

(g) Parks and Recreation Department.

(1) Continue with parks portion of Snow and Ice Control Operations Plan.

(2) Provide access to City facilities by removing snow.

(3) Provide support to Streets Department for snow and ice control.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.070.)

42.02.900 Winter storm response plan – Snow and ice control operations center.

The Streets Division's normal operations for snow and ice control operations include an informal operations command center at the City Municipal Service Center Campus. This will become the official Snow and Ice Control Operations Center once this winter storm plan is activated.

(a) Class 1 and Class 2 Storm Operations.

(1) Class 1 and Class 2 storms generally do not require activating this Winter Storm Response Plan, only the staffing of an informal operations center or "Snow Desk."

(2) The Snow Desk will be staffed by Streets Systems, and emergency management personnel, as necessary.

(3) Notification of ongoing snow and ice control operations will be passed on to appropriate staffs within the City, including the City Manager and the City Emergency Manager.

(b) Class 3 Storm Operations.

(1) The Public Works Director, or designee, shall activate this Winter Storm Response Plan and the Snow and Ice Control Operations Center for a Class 3 Storm response and notify the City Emergency Manager, Police, Fire, and other key officials of this decision.

(2) Additional Snow and Ice Control Operations Center staffing will include: Public Information Officer, and other individuals or agencies as deemed necessary.

(3) Streets Systems, Police, and Fire will staff their Emergency Operations Center as necessary.

(4) Support agencies will be contacted and placed on standby status, including close contact with the City Manager and City Emergency Manager.

(5) All other departments will operate according to their specific operating procedures.

(c) Winter Storm Response Emergency Operations Center (EOC) Activation.

(1) The City Manager, or designee, shall proclaim a City-wide emergency and appoint an EOC Director. This proclamation gives the City Manager the power to enact any order necessary to preserve public peace, health, and safety.

(2) All affected Department Directors shall report to the EOC.

(3) The EOC Director shall notify the Mesa County Emergency Manager.

(d) Public Information/Media Contact.

(1) All public information will be channeled through the City Manager, or designee, in a coordinated manner. News releases will be made via the Deputy City Manager or designee.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.080.)

42.02.910 Winter storm response plan – Four-wheel drive vehicles.

During severe winter storms it may become impossible to operate two-wheel drive vehicles on roadways. Therefore, it will be necessary to obtain four-wheel drive vehicles for emergency use.

It will be the policy of the City of Grand Junction to redirect the use of its four-wheel drive vehicles to emergency operations. All four-wheel drive vehicles that are not required to maintain essential city services will be converted to emergency operations.

The Public Works Director or designee shall, upon receiving weather data indicating the potential for a major winter storm, contact the Fleet Maintenance staff at the earliest time possible to initiate City vehicle four-by-four reallocation procedures.

The Fleet Maintenance staff will contact City departments and request their nonessential four-by-four vehicles to be staged and fueled at the Fleet Facilities.

Departments requesting use of these vehicles will contact the Fleet Maintenance Supervisor who will approve and prioritize vehicle usage. Priority will be based on emergency response needs first, then other essential operations.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.090.)

42.02.920 Winter storm response plan – Snow routes.

(a) Snow Removal Priorities. All arterial and collector streets in Grand Junction are assembled into routes for conducting normal snow removal operations. These routes have then been prioritized and color coded for identification. The following summarizes the snow removal priorities during a severe winter storm:

(1) Priority 1: Major Arterial (Red). Arterial considered to be the minimum network which must be kept open to provide a transportation system connecting hospitals, fire and police stations, fleet and utility maintenance facilities.

(2) Priority 2: Minor Arterials (Blue). Arterials completing the network covering the major traffic volume streets and providing access to all schools and nursing homes.

(3) Priority 3: Secondary Streets (Green). Selected collectors, and bus routes deemed desirable routes, to be maintained as weather permits.

(Revised by City 12/16; Res. 56-10, 12-15-10. Formerly 42.12.100.)

Chapter 42.04

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

Sections:
42.04.010 Adopted.

42.04.010 Adopted.

The National Incident Management System (NIMS) is adopted as the basis for all incident management in the City of Grand Junction, Colorado.

(Res. 136-05, 8-3-05. Formerly 2.56.010.)

Chapter 42.08

HAZARD MITIGATION PLAN

Sections:

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42.08.010 Executive summary.
42.08.020 Plan section review and analysis – 2015 update.
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42.08.050 Background and scope.
42.08.060 Planning area profile.
42.08.070 Geography and climate.
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Article III. Planning Process

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42.08.110 Multi-jurisdictional participation.
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42.08.130 Phase 1 – Organize resources.
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42.08.150 Phase 3 – Develop the mitigation plan.
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Article IV. Risk Assessment

42.08.170 Risk assessment.
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42.08.230 Drought.
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42.08.270 Landslide, rockfall.
42.08.280 Lightning.
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42.08.300 Wildfire.
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42.08.320 Hazard profile summary.
42.08.330 Vulnerability assessment.
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42.08.350 Critical facilities and infrastructure.
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42.08.380 Wetlands.
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42.08.430 Economic assets.
42.08.440 Vulnerability by hazard.
42.08.450 Avalanche.
42.08.460 Dam failure.
42.08.470 Drought.
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42.08.490 Floods.
42.08.500 Landslide, mudflow/debris fall, rockfall.
42.08.510 Lightning.
42.08.520 Severe winter weather.
42.08.530 Wildfire.
42.08.535 Changes in development.

Article V. Mitigation Strategy

42.08.540 Mitigation strategy.
42.08.550 Goals and objectives.
42.08.560 Identification and analysis of mitigation actions.
42.08.570 Implementation of mitigation actions.

Article VI. Plan Implementation and Maintenance

42.08.580 Plan implementation and maintenance.
42.08.590 Implementation.
42.08.600 Monitoring, evaluating, and updating the plan.
42.08.610 Hazard Mitigation Planning Committee.
42.08.620 Plan maintenance schedule.
42.08.630 Plan maintenance process.
42.08.640 Incorporation into existing planning mechanisms.
42.08.650 Continued public involvement.

Article VII. Community Profiles

42.08.660 Community profiles.
42.08.670 Town of Collbran.
42.08.680 Town of Palisade.
42.08.690 City of Grand Junction.
42.08.700 City of Fruita.
42.08.705 Town of DeBeque.
42.08.710 Fire protection districts.
42.08.720 5-2-1 Drainage Authority.

42.08.730 Works cited.
Appendix A Plan Adoption Resolutions
Appendix B Kick-off Meeting Invitation List
Appendix C Invitation Letter to Kick-off Meeting
Appendix D HMPC Meeting Agendas, Sign-In Sheets, and Sample Worksheets
Appendix E Data Collection Worksheets
Appendix F Mesa County Hazard Mitigation Planning Committee Members
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Appendix I Table of Figures

Prior legislation: Res. 95-04.

Article I. General Provisions

42.08.010 Executive summary.

The purpose of natural hazards mitigation is to reduce or eliminate long-term risk to people and property from natural hazards. Mesa County's original mitigation plan was completed in 2004 and approved by FEMA in January 2005. The 2004 plan was revised in 2009/2010 pursuant to the requirements of the Disaster Mitigation Act of 2000, which requires a five-year revision in order to achieve eligibility for the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs. This 2015 plan is an update to the 2010 plan.

The Mesa County Hazard Mitigation Plan is a multi-jurisdictional plan that covers the following local governments, special districts, and authorities that participated in the planning process and who identified future mitigation projects for their jurisdiction. Additional jurisdictions participated in the planning process but did not define a specific project (see participant list):

Mesa County	Lower Valley Fire Protection District
City of Grand Junction	5-2-1 Drainage Authority
City of Fruita	Plateau Valley Fire Protection District
Town of Collbran	Grand Junction FD and Grand Junction Rural FPD
Town of Palisade	DeBeque Fire Protection District
Town of DeBeque	

New participants during this plan update include the Town of DeBeque and the DeBeque Fire Protection District.

The County's planning process followed a methodology prescribed by FEMA, and much of the information contained in this plan was developed using jurisdictional information, plans and documents. Many of the forms used in this planning process were taken from other jurisdictional plans including the Summit County Multi-Hazard Mitigation Plan. (Summit County, 2008)

Mesa County's process began with the formation of a Hazard Mitigation Planning Committee (HMPC) comprised of key stakeholders from Mesa County, participating jurisdictions, and State and federal agencies. The HMPC conducted a risk assessment that identified and profiled hazards that pose a risk to Mesa County, assessed the County's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The County is vulnerable to several hazards that are identified, profiled, and analyzed in this plan. However, floods, wildfires, and rockfalls-landslides are among the hazards that can have a significant impact on the County and are the hazards for which specific mitigation projects have been identified. Based upon the risk assessment, the HMPC identified goals and objectives for reducing risk to hazards. The goals and objectives of this hazard mitigation plan are to:

(a) Goal 1: Reduce risk to the people, property, and environment of Mesa County from the impacts of natural hazards.

(1) Minimize the vulnerability of existing and new development to hazards.

(2) Increase education and awareness of hazards and risk reduction measures.

(3) Improve comprehensive wildfire planning, funding, and mitigation.

(4) Strengthen floodplain management programs.

(5) Enhance assessment of multi-hazard risk to critical facilities and infrastructure.

(b) Goal 2: Minimize economic losses.

(1) Strengthen disaster resistance and resiliency of businesses and employers.

(2) Promote and conduct continuity of operations and continuity of governance planning.

(3) Reduce financial exposure of County and municipal governments.

(c) Goal 3: Implement the mitigation actions identified in this plan.

(1) Engage collaborative partners, community organizations, businesses, and others.

(2) Integrate mitigation activities into existing and new community plans and policies.

(3) Monitor, evaluate, and update the mitigation plan.

To meet identified goals and objectives, the plan recommends the mitigation actions summarized in Table 1. The HMPC also developed an implementation plan for each action, which identifies priority level, background information, ideas for implementation, responsible agency, timeline, cost estimate, potential funding sources, and more.

The Hazard Mitigation Plan has been formally adopted by the Mesa County Board of County Commissioners and the governing bodies of each participating jurisdiction and will again be revised within a five-year timeframe.

Table 1: Mitigation Action Matrix

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Multi-jurisdictional	Coordinate annual reviews.	High	Goal 3	Multi-Hazard
Multi-jurisdictional	Continue public involvement in mitigation activities.	High	Goal 1	Multi-Hazard
Multi-jurisdictional	Coordinate and complete a continuity of operations/continuity of governance (COOP/COOG) plan.	High	Goal 2	Multi-Hazard
Multi-jurisdictional	Identify and prioritize fuel reduction projects around critical facilities and infrastructure in wildfire hazard areas. Community education regarding the risk of wildfires.	High	Goal 1	Wildfire

Table 1: Mitigation Action Matrix (Continued)

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Town of Palisade: Fire Department	Create a fire mitigation plan to protect vital raw water supplies and infrastructure. Conduct on the ground mitigation to reduce the potential for wildfire.	High	Goal 1, 2	Wildfire
Multi-jurisdictional	Incorporate information contained in Hazard Mitigation Plan into other planning mechanisms, when appropriate.	High	Goal 1, 2	Multi-Hazard
Multi-jurisdictional	Project includes 2 detention basins and 535 feet of box culvert improvements that will remove 269 structures from 100-year floodplain, including 2 churches and 1 elementary school, and decrease emergency response arterial inundation (Hwy. 50) by 0.43 feet (Orchard Mesa detention and conveyance improvements).	Medium	Goal 1, 2	Flooding
Mesa County	Adobe Creek: Overbank flooding of properties is common during small events. Project will upgrade 13 structures and 2.5 miles of channel to achieve flow capacity for 10-year event level.	Medium	Goal 1, 2	Flooding
Multi-jurisdictional	Project will construct a 75.5 acre-foot reservoir above I-70 on Bosley Wash to reduce peak 100-year discharge from 1,727 CFS to 50 CFS, eliminating downstream flooding.	Medium	Goal 1, 2	Flooding
Mesa County	Douglas Wash: The existing drainage way/ crossing structures are undersized and cannot convey the 100-year storm event. More than 55 properties are within the flooding area. The recommended solution was to construct detention areas to control the flow within the channel.	Medium	Goal 1, 2	Flooding
Multi-jurisdictional	Mitigation project for the upper and lower portions of the Leach Creek drainage. These projects would provide mitigation to flood events for the area of Leach Creek above the confluence with Ranchmen's Ditch.	Medium	Goal 1, 2	Flooding

Table 1: Mitigation Action Matrix (Continued)

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Mesa County, City of Grand Junction, City of Fruita, Town of Palisade	NFIP Compliance: Jurisdictions will incorporate and reference DFIRM maps in regulations as new floodplains are mapped. Audits of regulations will ensure compliance with NFIP in all program areas.	Medium	Goal 1	Flooding
Multi-jurisdictional	Identify and map geologic hazard zones and incorporate into master planning.	Medium	Goal 1, 3	Landslide-Rockfall-Mudflow-Debris Flow
Multi-jurisdictional	Real time rainfall data is lacking in Mesa County. An automated rainfall ALERT network would allow real time rainfall data access by local officials and National Weather Service forecasters for more timely flash flood warnings.	Medium	Goal 1, 3	Flooding
Multi-jurisdictional	A Basin Master Plan for Big Salt Wash will be completed. The plan will identify at risk properties, conveyance and detention mitigation alternatives and costs.	Low	Goal 1	Flooding
Multi-jurisdictional	StormReady Recertification: Complete actions necessary to maintain StormReady Certification.	Medium	Goal 1	Multi-Hazard
Multi-jurisdictional	Community Resilience Planning: Develop the ability to function and sustain critical systems; adapt to changes in the physical, social, or economic environment; be self-reliant if external resources are limited or cut off.	Medium	Goal 1, 2, 3	Multi-Hazard
Town of Palisade	Fuel and debris reduction: Remove overgrowth, slash, and debris from steep river bank.	High	Goal 1	Wildfire, Flooding
DeBeque FPD	District wildland fire assessment: Assess wildland-urban interface issues in district.	Medium	Goal 1	Wildfire
DeBeque FPD	Reduce amount of fuels residents pile up for burning in and around the Town of DeBeque by establishing a wood chipping program.	Medium	Goal 1	Wildfire

Following is a brief project update, from the goals, objectives and projects identified in the approved 2010 plan.

2010 Actions	Status	Reason
Coordinate annual reviews	Ongoing	
Public involvement in mitigation activities	Ongoing	
COOP/COG planning	Ongoing	
Plateau Valley FPD CWPP	Completed	
Identify and prioritize fuel reduction projects	Ongoing	
Continue mapping wildfire hazard for WUI	Completed	Countywide CWPP
Palisade watershed protection plan and projects	Ongoing	Plan complete projects ongoing
Incorporate HMP into other plans	Ongoing	As plans are updated. Incorporated into Mesa/ Powderhorn plan
StormReady Participation	Completed	2004 project. Certified in 2013
Orchard Mesa Detention and Conveyance	Ongoing	Unsuccessful in securing grants in 2010 and 2014. Continuing application process.
Adobe Creek Project	Ongoing	Project not started yet
Bosley Wash Project	Ongoing	Unsuccessful in securing grants in 2010 and 2014
Douglas Wash Project	Ongoing	
Lewis Wash Project	Completed	A LOMR was submitted and approved by FEMA in October 2013, which changed the Lewis Wash hazard determination. The project included bridge reconstruction and channel improvements resulting in approximately 101 structures and 33.12 acres being removed from the FEMA regulatory floodplain.
Riverside Levee	Deferred	Project was proposed as a component of an event center development project that is not being pursued.
Leach Creek Project	Ongoing	Partially complete. Work carried out in 2012, 2013, and 2014. Work budgeted in 2015
NFIP Compliance	Ongoing	Work continues as new floodplains are mapped

2010 Actions	Status	Reason
Mapping of geologic hazard zones. Incorporation into master planning	Ongoing	Hazard zones referenced in plans. LiDAR mapping of West Salt Creek Landslide area
Improve natural hazard information on website	Completed	HMP available on Mesa County website
Real time rainfall data network	Deferred	Funding opportunities have not been explored
Big Salt Wash basin master plan	Deferred	Staff time reallocated to other projects

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.020 Plan section review and analysis – 2015 update.

This multi-jurisdictional, multi-hazard mitigation plan update involved a comprehensive review and update of each section of the 2010 plan. The process followed to review and revise this plan was similar to the planning process for the 2010 plan. As part of this plan update, all sections of the plan were reviewed and updated to reflect new data and knowledge of hazards and risk, risk analysis process, capabilities, participating jurisdictions and stakeholders, and mitigation strategies. The plan was also revised to reflect changes in development and property values based on County Assessor data. Valid information from the 2010 plan was carried forward and included in this plan update.

This plan update was filed with the State of Colorado Division of Homeland Security and Emergency Management as a component of Mesa County's annual emergency management work plan. As a result, this plan update was funded, in part, with Emergency Management Performance Grant funds.

The following list summarizes plan updates by plan section:

(a) Introduction and Planning Area Profile.

(1) Updated population and demographic information for Mesa County and participating jurisdictions.

(2) Updated economy description.

(3) Updated labor force and unemployment rate data.

(b) Planning Process.

(1) General text edits to update dates associated with planning timeline.

(2) Updated jurisdiction participation table to reflect participation in plan update process.

(3) Edited the Hazard Mitigation Planning Committee list to reflect individual participants in the update process.

(4) Updated the public involvement process for plan update.

(c) Risk Assessment.

(1) Reviewed hazards list for possible modifications.

(2) Reviewed hazards from the 2010 Colorado State Hazard Mitigation Plan.

(3) Updated disaster declaration history to include 2009-2014 data.

(4) Reviewed hazard class for dams in Mesa County.

(5) Reviewed and updated repetitive loss property information.

(6) Updated Tier II reporting facility numbers.

(7) Updated previous occurrence history for hazardous materials.

(8) Updated previous landslide occurrence history, including text and images for the West Salt Creek Landslide.

(9) Updated NCDC data for severe winter weather from 2009-2013.

(10) Updated previous occurrence history for wildfire to include events from 2009-2014.

(11) Reviewed and updated hazard profile summary and scoring.

(12) Updated County capabilities matrix to reflect StormReady certification.

(13) Reviewed and updated critical facilities and infrastructure matrix.

(14) Reviewed and updated economic assets.

(d) Mitigation Strategy.

(1) Updated Mitigation Action Matrix to reflect new and continued mitigation projects.

(2) Reviewed and updated continued mitigation project descriptions.

(3) Added new mitigation projects and removed completed ones.

(e) Plan Implementation and Maintenance.

(1) Reviewed plan implementation and maintenance.

(f) Community Profiles.

(1) Updated population data using 2012 Colorado State Demographer estimates for prior plan participants.

(2) Reviewed and updated jurisdiction hazard profiles for prior plan participants.

(3) Updated community asset inventory using a structured GIS analysis using most recent County Assessor data and 2010 Census data for prior plan participants.

(4) Reviewed and updated jurisdiction capability assessments for prior plan participants.

(5) Created new community profile for new plan participant, the Town of DeBeque.

(6) Reviewed district profiles for participating special districts.

(7) Created new district profile for new participating district, DeBeque Fire Protection District.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.030 Plan requirements.

44 CFR Requirement Section 201.6(c)(5): The local hazard mitigation plan shall include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan. For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

The following jurisdictions participated in the development of this plan and have adopted the multi-jurisdictional plan. A sample resolution is provided and all signed copies of resolutions can be found in Appendix A of this plan.

Mesa County	Lower Valley Fire Protection District
City of Grand Junction	Plateau Valley Fire Protection District
Town of Palisade	Grand Junction FD and Grand Junction Rural FPD

City of Fruita	5-2-1 Drainage Authority
Town of Collbran	DeBeque Fire Protection District
Town of DeBeque	

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE REVISED MESA COUNTY, COLORADO

MULTI-HAZARD MITIGATION PLAN

WHEREAS, natural hazards in Mesa County have the potential for loss of life and significant property damage,

WHEREAS, the County of Mesa recognizes the importance of reducing or eliminating vulnerability of disasters caused by natural hazards for the overall good and welfare of the community,

WHEREAS, the County of Mesa, Office of Emergency Management has revised the comprehensive, multi-jurisdictional, Multi-Hazard Mitigation Plan to identify both natural and manmade disasters and developed strategies to mitigate those hazards,

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires jurisdictions to prepare and adopt a Multi-Hazard Mitigation Plan to be eligible for future pre-disaster and post disaster federal funding for mitigation purposes, and

WHEREAS, the County of Mesa has identified and justified a number of proposed projects and programs needed to mitigate the vulnerabilities of the County to the impacts of future disasters to be included in this revised Multi-Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO:

Section 1: The County of Mesa hereby proposes to accept and approve the revised Mesa County Multi-Hazard Mitigation Plan.

Section 2: The plan participants are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein, and

Section 3: The plan participants will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in its section of the mitigation strategy, and

Section 4: The plan participants will continue to participate in the updating and revision of the Mesa County Multi-Hazard Mitigation Plan with a plan review and revision to occur within a five-year cycle, and designated staff will provide annual progress reports on the status of implementation of the plan to the Board of County Commissioners, and

Section 5: The plan participants will further seek to encourage the businesses, community groups, organizations and other stakeholders within the County of Mesa, to also participate in the updating and revision of this plan.

APPROVED on _____.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Article II. Introduction and Planning Area Profile

42.08.040 Purpose.

Mesa County and several other participating jurisdictions prepared this revision of the local Multi-Hazard Mitigation Plan to guide hazard mitigation planning to better protect the people and property of the County from effects of hazard events. This plan demonstrates the communities' commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources.

With the completion of this plan revision, Mesa County and participating jurisdictions are eligible for certain federal disaster assistance, specifically, the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.050 Background and scope.

Each year in the United States, natural disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These dollars only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many natural disasters are predictable, and much of the damage caused by these events can be reduced or even eliminated.

Hazard mitigation is defined by FEMA as "any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event." On average, each dollar spent on mitigation saves society an average of $4.00 in avoided future losses in addition to saving lives and preventing injuries. (National Institute of Building Science Multi-Hazard Mitigation Council 2005)

Hazard mitigation planning is the process through which hazards that threaten communities are identified, likely impacts of those hazards are determined, mitigation goals are set, and appropriate strategies to lessen impacts are determined, prioritized, and implemented. This plan documents Mesa County's hazard mitigation planning process and identifies relevant hazards and vulnerabilities and strategies the County and participating jurisdictions will use to decrease vulnerability and increase resiliency and sustainability in Mesa County.

This revised plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002 (44 CFR Section 201.6), and finalized on October 31, 2007. The 2007 amendments also incorporate mitigation planning requirements of the Flood Mitigation Assistance (FMA) program authorized by the National Flood Insurance Act of 1968.

While the Disaster Mitigation Act emphasizes the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288).

This revised plan addresses natural hazards and one manmade hazard – hazardous materials release. Although FEMA encourages communities to integrate manmade hazards into the mitigation planning

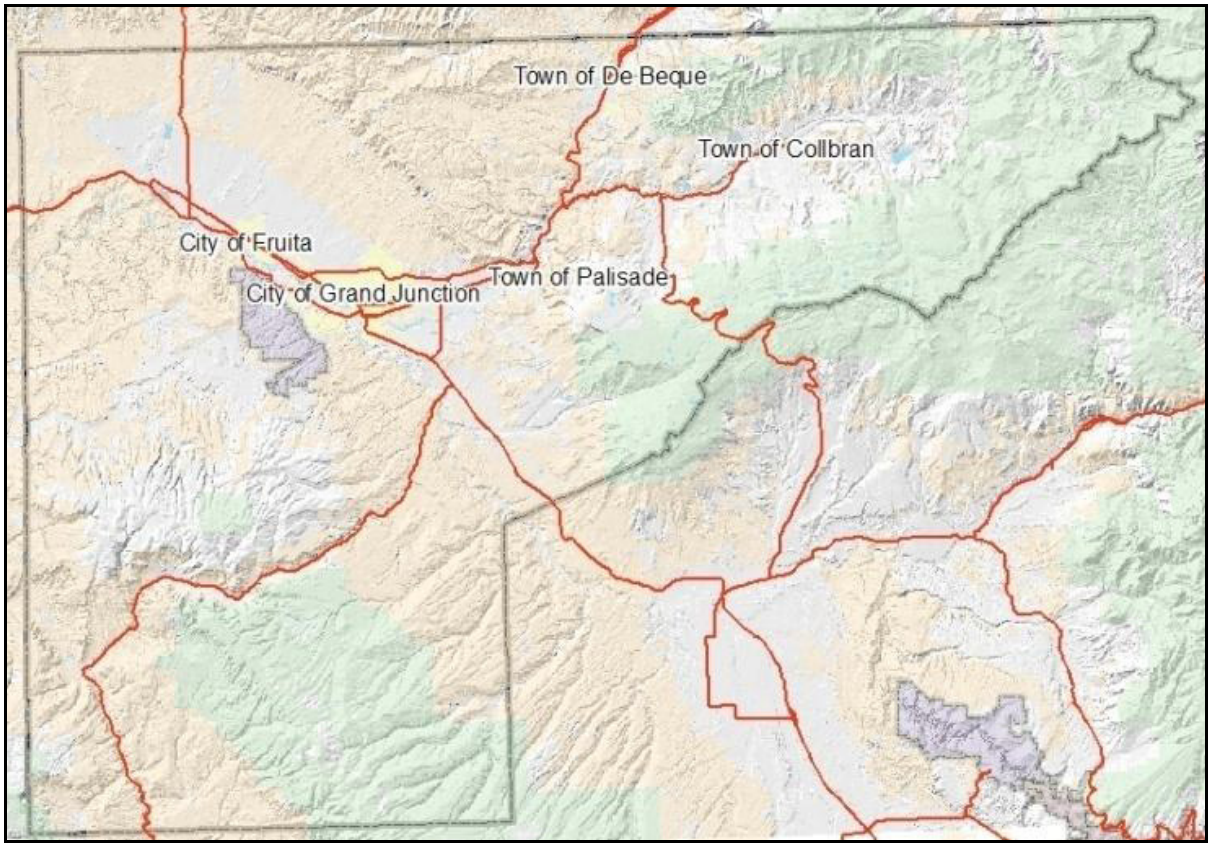
process, the scope of this plan focused more on natural hazards. Additional plans have been developed to address other manmade hazards such as chemical, biological, and radiological terrorism through the Northwest All Hazard Emergency Management Region (NWAHEMR) and requires sensitivity towards confidentiality.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.060 Planning area profile.

Figure 1 shows a map of the Mesa County planning area, including the various jurisdictions who participated in the revision of this plan.

Figure 1: Hazard Mitigation Planning Area



(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.070 Geography and climate.

Mesa County is located on the western border of Colorado, 250 miles west of Denver. Interstate 70, the State's main east-west transportation corridor, travels directly through Mesa County. One of the 64 counties in Colorado, Mesa County encompasses 3,309 square miles, of which approximately 72 percent is publicly owned and is controlled primarily by the U.S. Forest Service and Bureau of Land Management. The City of Grand Junction is the County seat and is the largest city in Western Colorado. The Grand Junction area serves as the banking center, health care service provider and retail trade center for a large geographical area in western Colorado and eastern Utah.

The landscape of Mesa County has many unique features as it is located in a river valley surrounded by contrasting natural landmarks – such as the Colorado National Monument to the west, the Grand Mesa

National Forest to the east, and the Bookcliffs to the north. These natural wonders provide diverse and abundant year-round recreational activities.

The Colorado National Monument is a beautiful geological display of towering red sandstone monoliths set against deep, sheer-walled canyons which are dotted throughout the 20,000 acres of the park. The Grand Mesa National Forest is said to be the largest flat-topped mountain in the world. It has more than 200 lakes and is home to the Powderhorn ski area.

Mesa County's mild climate provides a sharp contrast to the eastern slope of Colorado. Residents enjoy mild winter temperatures with lows averaging only 26 degrees Fahrenheit (minus three degrees Celsius) in January with year-round low humidity. (Mesa County 2008 Budget Book)

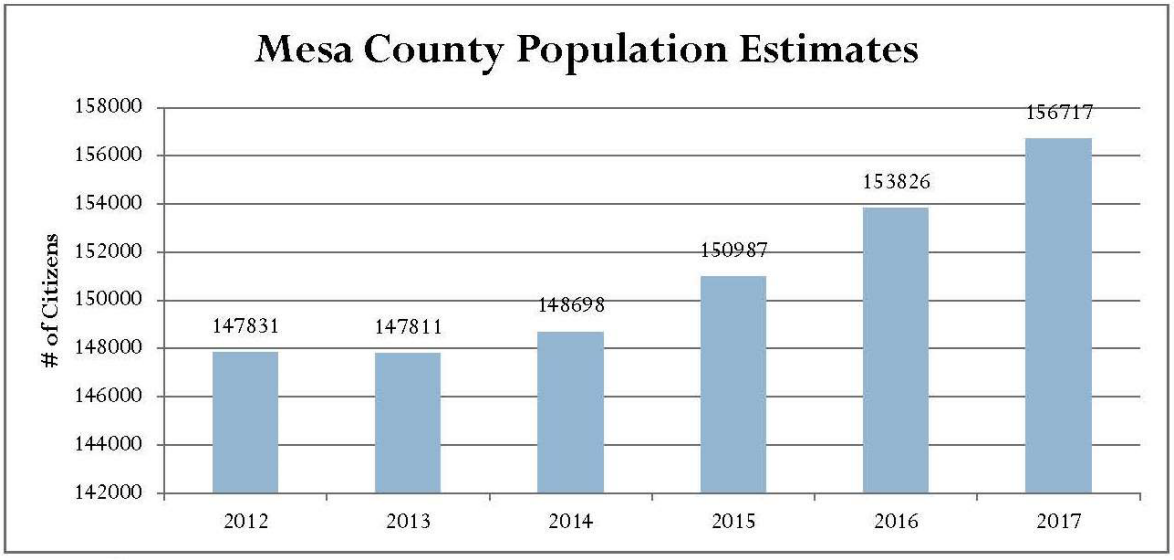
(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.080 Population and demographics.

Mesa County estimates its 2013 population to be 147,811 which ranks it as the eleventh largest population of the 64 counties in Colorado. The County estimates include data from the State Demographer's Office and includes more up to date information on components of change – births, deaths, and change in group population. Mesa County also considers school enrollment numbers, new housing permits, household increases, and vacancy rate. Mesa County has used State Demographer estimates when projecting future population and estimates the 2016 population to be 153,826, which is a 4.1 percent increase from 2013 as shown in Figure 2.

The 2010 census marked a shift from the majority of the population living in unincorporated Mesa County to the cities and towns. In 2013, 51.7 percent were estimated to be in the incorporated areas and 48.3 percent were in the unincorporated areas. This is due in part to growth and annexations to Grand Junction, as well as the growth of Fruita since 2000. Mesa County's population has also been urbanizing. In 1980, 70 percent of the County's population lived in the urbanized area. The urbanized population has increased with each successive decade, and in 2010, the U.S. Census estimated 87.4 percent of the County's total population lived in the urbanized area, which stretches from Fruita to Palisade.

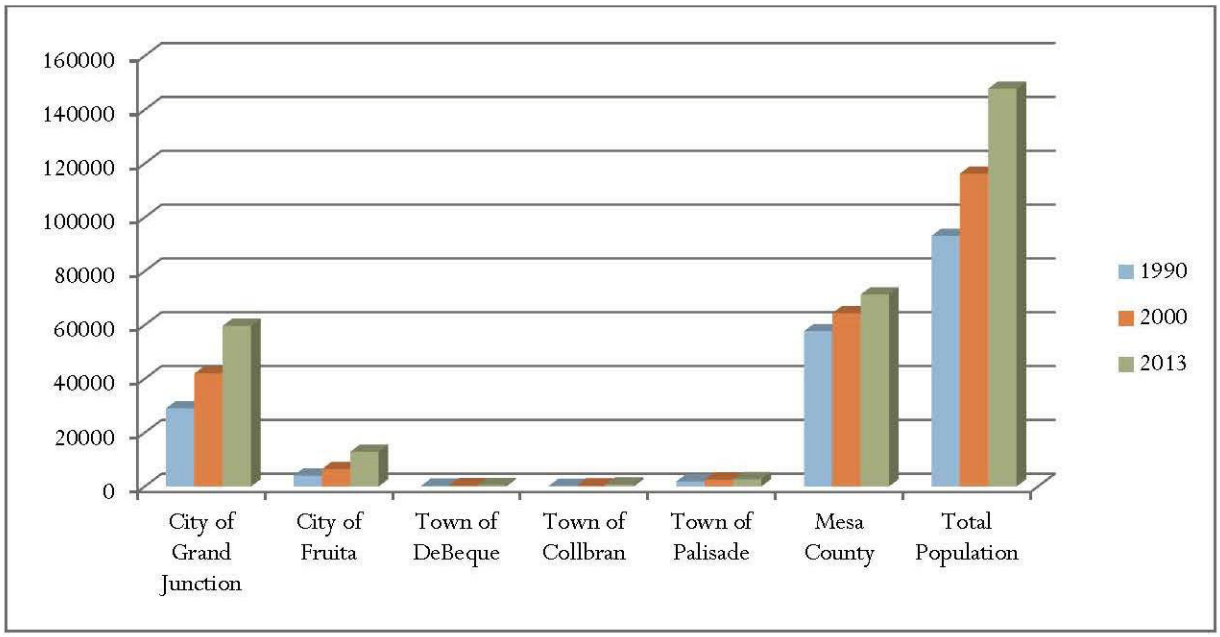
Figure 2: Estimated County Population



(Demographer)

Figure 3: Jurisdiction Population

Area	*1990 Population*	*2000 Population*	*2013 Population*	*% Change*
City of Grand Junction	29,034	41,986	59,687	42%
City of Fruita	4,045	6,478	12,881	99%
Town of DeBeque	257	451	502	11%
Town of Collbran	228	388	706	82%
Town of Palisade	1,871	2,579	2,696	5%
Mesa County	57,710	64,373	71,339	11%
Total Population	93,145	116,255	147,811	27%



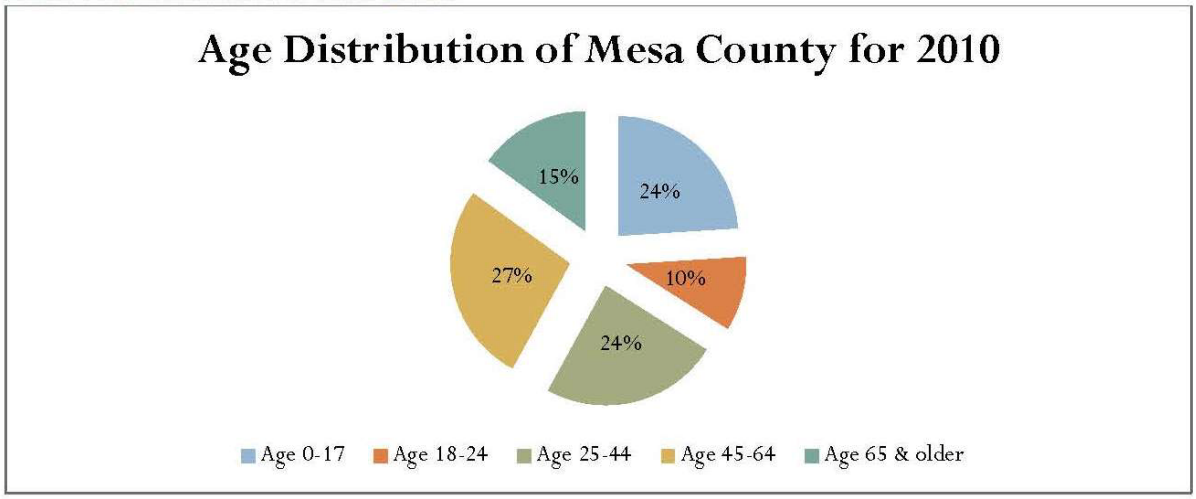
Mesa County's median age of 38.1 is higher than both Colorado (36.1) and the U.S. (37.2). Mesa County's population is generally older than Colorado, with 15 percent of the population over age 65 (2010 census), compared to 11 percent statewide. By 2020, the State Demographer projects that people over age 65 will account for 18.5 percent of the total population.

The U.S. Census Bureau demographic and social characteristics for Mesa County are shown in Tables 2 and 3 and Figure 4.

Table 2: Mesa County Demographic and Social Characteristics

Population Estimates by Race and Hispanic Origin in 2013	Number	Rank in State	Pct Dist. in County	Pct Dist. in State
American Ind. or Alaskan Native Alone	2,256	12	1.5%	1.6%
Asian Alone	1,324	12	0.9%	3.0%
Black Alone	1,316	12	0.9%	4.4%
Native Hawaiian and Other Pac. Isl. Alone	197	11	0.1%	0.2%
White Alone	139,204	11	94.3%	88.0%
Two or More Race Groups	3,257	11	2.2%	2.8%
Hispanic or Latino (can be of any race)				
Non-Hispanic or Latino	127,164	10	86.2%	79.0%
Hispanic or Latino	20,390	11	13.8%	21.0%

Figure 4: Age Distribution in Mesa County



(U.S. Census Bureau)

Mesa County is served by U.S. Highways 6, 24, and 50; Interstate Highway 70; and several State highways. Most of the communities, including the larger ones, are located along the U.S. and Interstate highway systems. General intra-County access is provided by more than 1,300 miles of County road. The Union Pacific Railroad mainline parallels the U.S. and Interstate highways from east to west through the County, and a branch line parallels U.S. Highway 50 to the south. Limited railroad passenger service by

Amtrak is provided, with the bulk of service handling freight. Bus service is available and four major airlines and several commuter-type airlines provide passenger and freight service to Grand Junction.

Table 3: Mesa County Demographics

People and Income Overview (By Place of Residence)	**Value**	**Rank in State**	**Industry Overview (2013)** (By Place of Work)	**Value**	**Rank in State**
Population (2013)	147,554	11	Covered Employment	58,402	10
Growth (%) since 2010 Census	0.6%	32	Avg. wage per job	$39,737	19
Households (2012)	58,635	11	Manufacturing – % all jobs in County	4.7%	14
Labor Force (persons) (2013)	76,936	10	Avg. wage per job	$42,017	20
Unemployment Rate (2013)	8.1%	14	Transportation and Warehousing – % all jobs in County	4.4%	5
Per Capita Personal Income (2012)	$35,726	41	Avg. wage per job	$48,357	13
Median Household Income (2012)	$46,940	31	Health Care, Social Assist. – % all jobs in County	16.5%	2
Poverty Rate (2012)	15.1%	26	Avg. wage per job	$45,543	14
H.S. Diploma or More – % of Adults 25+ (2012 ACS 5yr)	89.8	30	Finance and Insurance – % all jobs in County	3.2%	14
Bachelor's Deg. or More – % of Adults 25+ (2012 ACS 5yr)	25.1	33	Avg. wage per job	$56,546	21

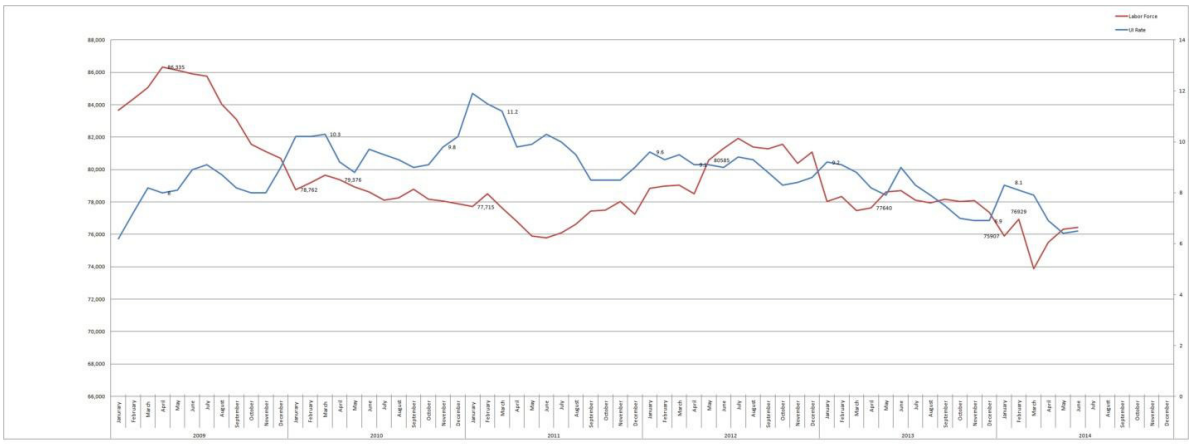
(U.S. Census Bureau)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.090 Economy.

Mesa County is showing signs of economic improvement since the steep decline that began in late 2008. Mesa County labor force numbers have shrunk below numbers seen during the 2006-2008 economic expansion. The area has yet to regain all of the jobs lost during the downturn. Construction and energy are two industries that have significant deficits, making up 66 percent of jobs lost across all industries. Accommodation, food service, and healthcare sectors have seen job growth from 2008-2014. Figure 5 depicts Mesa County labor force and unemployment.

Figure 5: Mesa County Labor Force and Unemployment



(Englehart, 2014)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Article III. Planning Process

42.08.100 Planning process.

44 CFR Requirement Section 201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

As a requirement under the Disaster Mitigation Act of 2000, local jurisdictions are responsible for revising their Hazard Mitigation Plans every five years. This plan is an update to the County's 2010 Hazard Mitigation Plan that was completed in 2009 and approved in August 2010 under this requirement. All sections of the plan were analyzed and revised where appropriate as part of the update process.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.110 Multi-jurisdictional participation.

44 CFR Requirement Section 201.6(a)(3): Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.

Mesa County invited every incorporated city and special district in the County to participate in the multi-jurisdictional Mesa County Hazard Mitigation Planning process. The Disaster Mitigation Act requires that each jurisdiction participate in the planning process and officially adopt the multi-jurisdictional hazard mitigation plan. Each jurisdiction that chose to participate in the planning process and development of the plan was required to meet plan participation requirements defined at the beginning of the process, which included the following:

(a) Designate a representative to serve on the HMPC.

(b) Participate in HMPC meetings.

(c) Complete and return worksheets.

(d) Identify mitigation actions for the plan.

(e) Review and comment on plan drafts.

(f) Inform the public, local officials, and other interested parties about the planning process and provide opportunity for them to comment on the plan.

(g) Formally adopt the Hazard Mitigation Plan.

The following table details how jurisdictions participated in Hazard Mitigation Planning Committee meetings.

Meeting Date (2014)	Kickoff Meeting: July 22	HMPC #2: August 27	HMPC #3: September 23	HMPC Final Mtg. November 20
Mesa County	X	X	X	X
City of Grand Junction	X	X	X	X
City of Fruita		X	X	
Town of Collbran				X
Town of Palisade	X	X	X	
Town of DeBeque	X			
Lower Valley FPD			X	
Plateau Valley FPD				X
Grand Junction Fire Dept	X	X	X	
Grand Junction Rural Fire	X	X	X	
5-2-1 Drainage Authority	X			
DeBeque FPD	X	X	X	X

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.120 Ten-step planning process.

Mesa County used FEMA's Local Multi-Hazard Mitigation Planning Guidance (2008) and the State and Local Mitigation Planning How-To-Guides (2001), which include Multi-Jurisdictional Mitigation Planning (2006). The process used by Mesa County meets the funding eligibility requirements of the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, Community Rating System, and Flood Mitigation Assistance Program. This plan is structured around a four-phase approach; organize resources, assess risks, develop the mitigation plan, and implement the plan and monitor progress.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.130 Phase 1 – Organize resources.

(a) Step 1: Organize the Planning Effort. Mesa County's Hazard Mitigation Planning effort started with a kick-off meeting on July 22, 2014. The Mesa County Emergency Management Department mailed letters to County, municipal, district, State, and federal stakeholder representatives inviting representatives to attend the July 22nd meeting and participate in the process. This list is located in Appendix B.

A planning committee was created that includes representatives from each participating jurisdiction, departments of the County, and other local, State, and federal agencies responsible for making decisions in the plan. Representatives at the kick-off meeting agreed to act as the Hazard Mitigation Planning Committee (HMPC).

The following agency representatives participated in the HMPC:

Michael Birch	Grand Valley Power
Pam Smith	Clifton Sanitation
Fred Eggleston	Xcel Energy
Carrie Gudorf	Mesa County (Engineering)
Gus Hendricks	City of Grand Junction (Fire Department)
Kevin Williams	Grand Valley Drainage District
David Reinertson	Clifton Water
Dave Gitchell	Central Orchard Mesa Fire Protection District
Rick Corsi	Mesa County (GIS)
Greg Lanning	City of Grand Junction and 5-2-1 Drainage Authority
Debra Funston	Town of Palisade (Police Department)
Laura Etcheverry	Grand Junction Regional Communications Center
Gary Marak	City of Grand Junction (Police Department)
Bob Kelley	City of Grand Junction
Richard Rupp	Town of Palisade (Fire Department)
Keith Fife	Mesa County (Long Range Planning)
Judy Macy	City of Fruita (Police Department)
Kalanda Isaac	Ute Water District
Kamie Long	Colorado State Forest Service
Mike Harvey	DeBeque Fire Protection District
Aldis Strautins	National Weather Service
Garrett Jackson	Colorado Division of Water Resources
Ray Tenney	CRWCD
Aislynn Tolman-Hill	Mesa County (Public Health)
Matt Ozanic	Colorado State Patrol
Jim Pringle	National Weather Service
Andy Martsolf	Mesa County Office of Emergency Management
Bret Guillory	City of Grand Junction
John Zen	City of Grand Junction (Police Department)
Chris Kadel	Mesa County (GIS)
Kaye Simonson	Mesa County (Planning Department)
Tom Huston	City of Fruita (Public Works)
Mike Lorsung	Town of DeBeque (Town Marshal)
Frank Cavaliere	Lower Valley Fire Protection District
Ryan Davison	Mesa County (GIS)
Adam Appelhanz	Town of Collbran (Collbran Marshal)
Mike Lockwood	Plateau Valley Fire Protection District

The role of the HMPC was to collect data, make decisions on plan process and content, submit mitigation action implementation worksheets, review plan drafts, and coordinate and assist with community meetings and plan adoptions.

Four meetings were held with the Hazard Mitigation Planning Committee to gather data, develop mitigation actions, and review the draft plan. The agendas, sign-in sheets, and sample worksheets used to collect data are included in Appendix D.

Meeting	Topic	Date
Kick-off Meeting	Introduction of planning process and discussion of hazards	July 22, 2014
HMPC #2	Review of risk assessment, identification of goals and objectives	August 27, 2014
HMPC #3	Identification and prioritization of mitigation actions, discussion of process to monitor, evaluate, and update plan	September 23, 2014
HMPC #4	Review of updated plan and final planning	November 20, 2014

During the kick-off meeting, Mesa County Emergency Management staff presented information on the scope and purpose of the plan, participation requirements of HMPC members, and the proposed project work plan and schedule. Also discussed were the hazard identification requirements and data. Table 4 shows the analysis of hazards in Mesa County. This table is based on past events, impacts and future probability for each of the hazards required by FEMA for consideration in a local hazard mitigation plan. Emergency Management staff refined the list of hazards relevant to Mesa County.

Table 4: Hazards in Mesa County

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Total Score	Hazard Level
Avalanche	2	4	6	32	M
Drought	8	4	4	48	M
Earthquake	6	4	4	40	M
Expansive Soils	2	4	2	16	L
Extreme Heat	8	4	2	40	M
Wildfire	6	8	4	80	H
Flood	6	8	6	96	H
Hailstorm	4	4	2	24	L
Land Subsidence	2	4	4	24	L
Landslide/Rockfall	4	8	6	80	H
Lightning	2	8	4	48	M
Tornado	2	4	2	16	L
Windstorm	4	6	4	48	M
Winter Storm	6	6	2	48	M
Dam Failure	4	4	6	40	M
Hazardous Materials	2	8	4	48	M

Geographic Location	
Large: greater than 50%	8
Medium: 25 – 50%	6
Small: 10 – 25%	4
Isolated: less than 10%	2

Magnitude/Severity	
Catastrophic:	8
Critical:	6
Limited:	4
Negligible:	2

Occurrence	
Highly Likely:	8
Likely:	6
Occasional:	4
Unlikely:	2

Formula: Total Score = Occurrences x Impacts

Occurrences x (Geographic Location + Magnitude/Severity)

Hazard Level is based on Total Score.

Total Score:

L = 8 – 28

M = 32– 64

H = 72 – 128

HMPC representatives were given several worksheets to begin the data collection process. A brief description of each worksheet is provided below and a sample of each worksheet is located in Appendix E. These worksheets were developed by AMEC Earth and Environmental.

Worksheet #1 is the Historical Hazard Event Data Collection Sheet which is used to gather historical events that have occurred in Mesa County.

Worksheet #2 is the Vulnerability worksheet used to determine the vulnerable populations, buildings, critical facilities, and infrastructure for each hazard that affects our jurisdiction. For this specific exercise, Mesa County made the decision to focus on the top three hazards affecting our County, which include wildfires, floods, and rockfalls. This particular information was used to estimate disaster losses which can then be used to gauge potential benefits of mitigation measures.

Worksheet #3 is the Capabilities Matrix which is filled out by each participating jurisdiction identifying various capabilities that exist with each entity.

Worksheet #4, the Mitigation Strategy worksheet, is used to identify possible mitigation actions.

Worksheet #5 is the actual Mitigation Project Description. This worksheet is used to develop mitigation projects identified during the planning process and provide additional details about the project.

(b) Step 2: Public Involvement.

44 CFR Requirement Section 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (1) an opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.

The HMPC discussed options for involving the public during the development of this plan. It was determined that the plan would be posted on the County's website at: www.mesacounty.us for review and comment and a notice was published in the journal of record for Mesa County.

(c) Step 3: Departments and Agencies Coordination.

44 CFR Requirement Section 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and nonprofit interests to be involved in the planning process; (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

There are numerous organizations whose goals and interests align with hazard mitigation in Mesa County. Coordination with these organizations and other community planning efforts is vital to the success of this plan. The Mesa County Office of Emergency Management invited other local, State, and federal departments to participate in this process with several of them serving as representatives on the HMPC. As a component of the coordination with other agencies, the HMPC collected and reviewed existing technical data, reports, and plans. State and federal agency data sources, including the National Weather Service and the Flash Flooding at the Colorado National Monument (1921-2003) Report produced by Professor Gigi Richard of Colorado Mesa University were used to collect information.

Mesa County and the participating communities also used a variety of comprehensive planning mechanisms, such as land use and general plans, emergency operations plans, and municipal ordinances and building codes as references. This information was used in the development of the hazard identification, vulnerability assessment, and capability assessment and in the formation of goals, objectives, and mitigation actions.

Copies of the draft plan were distributed to emergency managers in the neighboring jurisdictions of Garfield County, Pitkin County, Delta County, and Montrose County. These counties were invited to provide input and comment on Mesa County's plan. Additionally, the Colorado Division of Homeland Security and Emergency Management Field Manager for the 10-county Northwest Region was a member of the HMPC and involved in the planning process.

(Res. 32-15, 7-1-15; Senate Bill 11-265, 6-6-11; Res. 05-10, 1-6-10)

42.08.140 Phase 2 – Assess risk.

(a) Step 4: Identify the Hazards. During the kick-off meeting, the HMPC discussed past events, impacts, and future probability for each of the hazards required by FEMA for consideration in a local hazard mitigation plan. A profile of each hazard was then developed with the help of County GIS staff in developing GIS layers to display the information. The HMPC discussed the rankings as determined by the scores associated with each of the factors, i.e., occurrences, probability of future occurrences, magnitude and severity. The committee concurred with the scoring and the ratings of hazards as either high, medium, or low hazards. The committee then determined the areas affected by the top three hazards and GIS mapped out the areas using a subjective boundary.

(b) Step 5: Assess the Risks. After profiling the hazards that could impact Mesa County, the Emergency Management Department staff collected information to describe the likely impacts of future hazard

events in the participating jurisdictions. This step involved two parts: a vulnerability assessment and a capability assessment.

The vulnerability assessment involves an inventory of assets at risk to natural hazards and in particular wildfires, flooding, and rockfall/landslides. These assets included total number and value of structures; critical facilities and infrastructure; natural, historic and cultural assets; and economic assets. Mesa County Emergency Management staff completed detailed analysis for each community participating in this revision of the plan. The analysis was used to determine the proportion of value of buildings in the hazard areas that were identified by the HMPC. The County GIS system was used by first selecting parcels from the Assessor's data that have their center within the City or Town limits and then making a subselection of parcels that have their center within the defined hazard area. Structure value is based on the actual value of improvements.

A similar process was completed for each jurisdiction to understand the affected population. This analysis used census tract data in the GIS system.

The capability assessment consists of identifying the existing mitigation capabilities of participating jurisdictions. This includes government programs, policies, regulations, ordinances, and plans that mitigate or could be used to mitigate risk to disasters. Participating jurisdictions collected information on their regulatory, personnel, fiscal, and technical capabilities as well as ongoing initiatives related to interagency coordination and public outreach. This information is included in Appendix E.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.150 Phase 3 – Develop the mitigation plan.

(a) Step 6: Set Goals. The HMPC divided themselves into three groups with each group assigned to develop mitigation goals to one of the three "high" hazards. The groups identified possible locations and possible actions that could be integrated into existing planning.

(b) Step 7: Review Possible Activities. At the third committee meeting, the HMPC identified and prioritized mitigation actions. The HMPC conducted a brainstorming session in which each committee member identified at least one mitigation action to address each of the plan's goals.

As with each priority, there is a responsible agency to ensure the project is completed. The HMPC identified the responsible agency for implementing each action. The responsible agency then completed the Mitigation Project Description Worksheet (worksheet #5). These worksheets allow the HMPC to document background information, ideas for implementation, alternatives, responsible agency, partners, potential funding, cost estimates, benefits, and timeline for each identified action.

(c) Step 8: Draft the Plan. A draft of the revised Mesa County Multi-Hazard Mitigation Plan was developed by Mesa County Department of Emergency Management staff and submitted to the HMPC for internal review. Once the committee's comments were incorporated, a complete draft of the plan was made available online and in hard copy for review and comment by the public and other agencies and interested stakeholders. The review period was from December 10, 2014, to December 25, 2014. Public comments were integrated into a final draft for submittal to the Colorado Division of Homeland Security and Emergency Management and FEMA Region VIII.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.160 Phase 4 – Implement the plan and monitor progress.

(a) Step 9: Adopt the Plan. To implement the plan, the governing bodies of each participating jurisdiction adopted the plan with a formal resolution. Scanned copies of resolutions of adoption are included in Appendix A.

(b) Step 10: Implement, Evaluate, and Revise the Plan. The HMPC developed and agreed upon an overall strategy for plan implementation and for monitoring and maintaining the plan over time. This strategy is further described in the plan implementation section.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Article IV. Risk Assessment

42.08.170 Risk assessment.

Requirement Section 201.6(c)(2): [The plan shall include] a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

Risk to natural hazards is a combination of hazard, vulnerability, and capability. The risk assessment process identifies and profiles relevant hazards and assesses the exposure of lives, property, and infrastructure to these hazards. The goal of the risk assessment is to estimate the potential loss in Mesa County, including loss of life, personal injury, property damage, and economic loss, from a hazard event. The risk assessment process allows communities in Mesa County to better understand their potential risk to natural hazards and provides a framework for developing and prioritizing mitigation actions to reduce risk from future hazard events.

The risk assessment for Mesa County and its jurisdictions followed the methodology described in the FEMA publication 386-2, *Understanding Your Risks: Identifying Hazards and Estimating Losses (2002)*, which includes a four-step process:

(a) Identify hazards;

(b) Profile hazard events;

(c) Inventory assets;

(d) Estimate losses.

This article is divided into three parts: hazard identification, hazard profiles, and vulnerability assessments.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.180 Hazard identification.

Requirement Section 201.6(c)(2)(i): [The risk assessment shall include a] description of the type … of all natural hazards that can affect the jurisdiction.

The Mesa County Hazard Mitigation Planning Committee (HMPC) reviewed data and discussed the impacts of each of the hazards required by FEMA for consideration, which are listed below, to determine the hazards that threaten Mesa County and its jurisdictions:

Avalanche	Expansive Soils	Landslide	Windstorm
Coastal Erosion	Extreme Heat	Severe Winter Storm	
Coastal Storm	Flood	Tornado	
Dam/Levee Failure	Hailstorm	Tsunami	
Drought	Hurricane	Volcano	
Earthquake	Land Subsidence	Wildfire	

Data on past impacts and future probability of these hazards was collected from the following sources:

State of Colorado Natural Hazard Mitigation Plan (2013)

Mesa County Hazard Mitigation Plan (2010)

Spatial Hazard Event and Loss Database (SHELDUS), a component of the University of South Carolina Hazards Research Lab

National Oceanic and Atmospheric Administration's (NOAA) National Climatic Data Center

Disaster declaration history from FEMA, the Public Entity Risk Institute, and the U.S. Department of Agriculture (USDA) Farm Service Agency

The HMPC eliminated some hazards from further analysis because they do not occur in Mesa County or their impacts were not considered significant in relation to other hazards. Table 5 lists these hazards and the reasoning for their removal from consideration.

Table 5: Removed Hazards

Hazard	Explanation for Removal from Plan
Coastal Erosion	Mesa County is not near coastal area.
Coastal Storm	Mesa County is not near coastal area.
Hailstorm	Hailstorms occur, but large-sized damaging hail is rare. Past damage has been negligible.
Hurricane	Mesa County is not near coastal area.
Tsunami	Mesa County is not near coastal area.
Volcano	Dotsero, near Glenwood Canyon, is the only volcano of concern in Colorado. It has not erupted in 4,000 years.

The HMPC identified 13 natural hazards that could affect Mesa County and other jurisdictions. These hazards are profiled in further detail throughout this plan. Although not required by the Disaster Mitigation Act of 2000, the HMPC decided to address one manmade hazard – hazardous materials release. The risk from this hazard is related primarily to the transportation of hazardous materials through the County or from a release generated at any one of the number of facilities that produces or stores chemicals on site.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.190 Disaster declaration history.

Mesa County has received the following disaster declarations:

Year	Type of Declaration	Hazard
1984	Presidential	Flooding
1995	State	Flooding
2002	Presidential	Wildfires
2002	USDA Disaster	Drought
2006	USDA Disaster	Drought
2012	State	Wildfire
2012	USDA Disaster	Drought
2012	USDA Disaster	Crop
2013	USDA Disaster	Crop
2014	USDA Disaster	Drought
2014	USDA Disaster	Crop
2014	Local/State	Landslide

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.200 Hazard profiles.

Requirement Section 201.6(c)(2)(i): [The risk assessment shall include a] description of the … location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

Requirement Section 201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community.

The hazards identified in this section are profiled individually and a summary of the probability of future occurrence and potential magnitude is provided. Each hazard was also given an overall rating of High – Medium – Low based on the score it received by using the following formula:

Total Score = Occurrences x Impacts (Occurrences x [Geographic Location + Magnitude/Severity])

Detailed profiles for each of the identified hazards include the following information:

(a) Hazard Description. This section consists of a general description of the hazard and the general impacts it may have on a community.

(b) Geographic Location. This section describes the geographic extent or location of the hazard in the planning area and identifies the affected area as isolated, small, medium, or large.

(1) Large (8) – Greater than 50 percent of the County affected.

(2) Medium (6) – 25 to 50 percent of the County affected.

(3) Small (4) – 10 to 25 percent of the County affected.

(4) Isolated (2) – Less than 10 percent of the County affected.

(c) Occurrence. This section includes information on historic incidents, including impacts and costs, if known. A historic incident worksheet (worksheet #1) was used to capture the incident information from participating jurisdictions.

(d) Future Occurrence. The frequency of past events is used to gauge the likelihood of future occurrences. Based on historical data, the probability of future occurrence is categorized as follows and given a corresponding score:

(1) Highly Likely: (8). Near 100 percent chance of occurrence next year or happens every year.

(2) Likely: (6). Ten to 100 percent chance of occurrence in next year or has a recurrence interval of 10 years or less.

(3) Occasional: (4). One to 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

(4) Unlikely: (2). Less than one percent chance of occurrence in next 100 years or has a recurrence interval of greater than every 100 years.

The probability, or chance of occurrence, was calculated where possible based on existing data.

(e) Magnitude/Severity. This section summarizes the magnitude/severity or extent of hazard event in terms of deaths, injuries, property damage, and interruption of essential facilities and services. Magnitude and severity is classified in the following manner and given a corresponding score:

(1) Catastrophic (8). Multiple deaths; property destroyed and severely damaged; and/or interruption of essential facilities and service for more than 72 hours.

(2) Critical (6). Isolated deaths and/or multiple injuries and illnesses; major or long-term property damage that threatens structural stability; and/or interruption of essential facilities and services for 24 to 72 hours.

(3) Limited (4). Minor injuries and illnesses; minimal property damage that does not threaten structural stability; and/or interruption of essential facilities and services for less than 24 hours.

(4) Negligible (2). No or few injuries or illnesses; minor quality of life loss; little or no property damage; and/or brief interruption of essential facilities or services.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.210 Avalanche.

Avalanche hazards occur mostly in mountainous regions of Colorado above 8,000 feet. The vast majority of avalanches occur during and shortly after winter storms. Avalanches occur when loading of new snow increases stress at a rate faster than strength develops, and the slope fails. While most avalanches are caused by the weight of accumulated snow, other triggers can be caused by human activities (e.g., skier, snowshoer, and snowmobiler).

(a) Geographic Location. The geographic extent of this hazard in Mesa County is isolated – less than 10 percent of the County is affected.

The avalanches in Mesa County have primarily occurred on the Grand Mesa which is primarily federally owned land.

(b) Previous Occurrences. According to the National Climatic Data Center Storm Events Database and the CAIC information, Mesa County has had five recorded avalanches from 1959 to 2006.

(1) January 30, 1999 – Nine snowmobilers were traversing the north side of the Grand Mesa at the 10,600-foot level. The snowmobiler who was third in line triggered a small hard-slab avalanche which buried him under five feet of snow ending with unsuccessful resuscitation efforts.

(2) February 24, 2002 – A snowmobiler triggered a soft-slab avalanche near Flat Top Mountain in extreme northeast Mesa County, about eight miles south southwest of Sunlight Ski Area. This avalanche was about 300 feet across and two feet deep, beginning at an elevation of just below the 10,200-foot level. The avalanche ran approximately 400 vertical feet. The victim was found after having been buried for approximately 30 minutes. Resuscitation efforts were unsuccessful.

(3) February 4, 2004 – Avalanche swept across Highway 65 at mile marker 36 on the Grand Mesa. One vehicle was buried and the road was closed in both directions until the next day. No injuries or fatalities reported; however, $5,000 in property damage was reported.

(4) April 1, 2005 – A backcountry skier was killed when he triggered an avalanche at about 10,560 feet above sea level on the Grand Mesa while ascending a slope. The skier was swept over some rocks and down into some trees. His companion notified 911 dispatch of the incident. CDOT employees and Mesa County Search and Rescue responded and found the victim approximately two hours after he was buried.

(5) March 17, 2010 – Two cross country skiers attempted to ski the Thunderbird area on the west side of the Grand Mesa. The skiers were passing through a clearing when a wall of snow above them collapsed. They were both carried an estimated 300 to 800 feet down slope. One of the skiers was dragged into several trees and seriously injured. Mesa County Search and Rescue responded and the injured skier was airlifted to the regional trauma center.

(c) Probability of Future Occurrence. The probability of future occurrence for avalanches in Mesa County is considered occasional or a one to 10 percent chance of happening in the next year.

(d) Magnitude/Severity. Three out of the four avalanche events recorded resulted in a death, categorizing the magnitude/severity of this hazard as critical.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.220 Dam failure.

(a) Hazard Description. Dams are manmade structures built for a variety of uses, including flood protection, power, agriculture, water supply, and recreation. Dams typically are constructed of earth, rock, concrete, or mine tailings. Two factors that influence the potential severity of a full or partial dam failure are the amount of water impounded and the density, type, and value of development and infrastructure located downstream.

Dam failures can result from any one or a combination of the following causes:

(1) Prolonged periods of rainfall and flooding, which result in overtopping (overtopping is the primary cause of earthen dam failure);

(2) Earthquake;

(3) Inadequate spillway capacity resulting in excess overtopping flows;

(4) Internal erosion caused by embankment or foundation leakage or piping or rodent activity;

(5) Improper design;

(6) Improper maintenance;

(7) Negligent operation;

(8) Failure of upstream dams on the same waterway.

(b) Geographic Location. The geographic extent of this hazard in Mesa County is small – 10 to 25 percent of the County is affected.

The Colorado Division of Water Resources provided a list of dams in Mesa County as shown in Table 6 and their classification based on the potential hazard to the downstream area resulting from failure of the dam:

(1) Class I (High Hazard): Failure of dam would likely result in loss of life.

(2) Class II (Significant Hazard): Failure of dam would not cause loss of life, but would cause extensive and/or severe property damage.

Based on these classifications, there are 23 high hazard dams and 28 significant hazard dams in Mesa County. High and significant hazard dams all have emergency action plans in place.

Table 6: Class I – Class II Hazard Dams

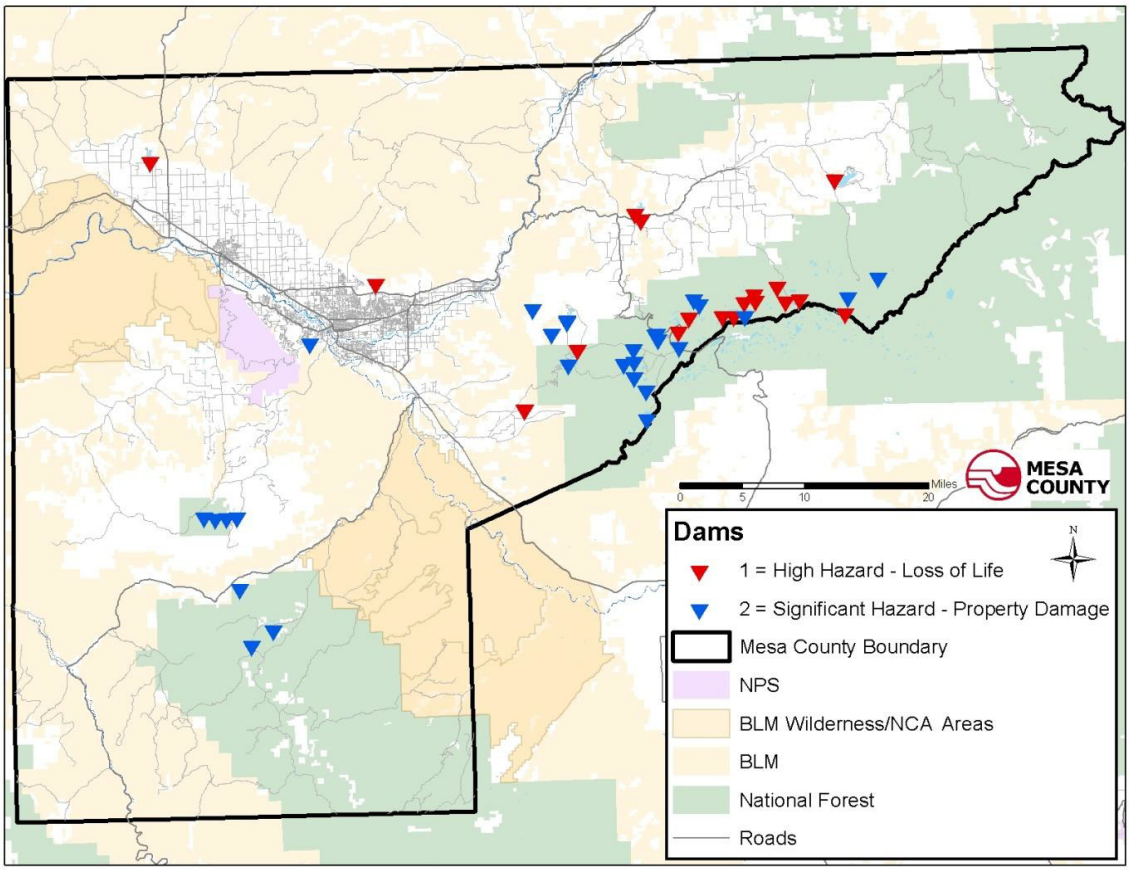
Dam Name	Hazard Class	Year Completed
ALSBURY	1	1996
BIG CREEK #1	1	1893
BIG CREEK #3	1	1893
BONHAM-WELLS	1	1900
BULL CREEK #4	1	1901
COON CREEK #1	1	1900
COTTONWOOD #1	1	1894
COTTONWOOD #2	1	1895
COTTONWOOD #5	1	1909
HALLENBECK #1	1	1970
INDIAN WASH DET.	1	1965
JERRY CREEK #1	1	1964
JERRY CREEK #2	1	1978
JERRY CREEK DIKE 1	1	1978
JUNIATA	1	1979
KITSON	1	1911
LEON LAKE	1	1898
PARKER BASIN #1	1	1899
PARKER BASIN #3	1	1899
SOMERVILLE-McCULLAH	1	1972
UPPER HIGHLINE	1	1967
VEGA	1	1959
Y T RANCH	1	1911
ANDERSON #1	2	1963
ANDERSON #2	2	1974
BIG BEAVER	2	1947
BOLEN	2	1973
BULL BASIN #2	2	1953
BULL CREEK #5	2	1901
CASTO	2	1940

Table 6: Class I – Class II Hazard Dams (Continued)

Dam Name	Hazard Class	Year Completed
COLBY HORSE PARK	2	1956
COTTONWOOD #4	2	1896
CRAIG #1	2	1951
CRAIG #2	2	1960
DEEP CREEK #2	2	1906
FLOWING PARK	2	1973
FRUITA #1	2	1949
FRUITA #2	2	1959
GARDNER LAKE	2	1980
GOBBO #1	2	1973
GOBBO #3	2	1973
GRAND MESA #1	2	1887
GRAND MESA #8	2	1901
HALLENBECK #2	2	1943
HOGCHUTE	2	1947
MESA CREEK #1	2	1893
MESA CREEK #3	2	1890
MESA CREEK #4	2	1892
MONUMENT #1	2	1960
PALISADE CABIN	2	1956
RAPID CREEK #1	2	1934

Figure 6 is a map showing locations of the Class I and II Dams in Mesa County.

Figure 6: Map of Dams in Mesa County



(Mesa County GIS)

(c) Previous Occurrences.

(1) June 1983 – Grand Mesa Dam No. 8 overtopped and failed during spring runoff due to emergency spillway being blocked by snow and ice. Snowmelt produced high inflow to the reservoir which overtopped dam. Minor flooding downstream with damage to Highway 65 and Lands End Road. Significant damage was reported to the dam. Dam was repaired and spillway enlarged.

(2) Spring 1998 – Fruita No. 1 dam located at the head of North East Creek south of Glade Park failed as a result of failing downstream slope. This slope failed on two separate occasions; reservoir level was restricted until dam was rehabilitated in 2009. Because this failure happened during normal operations, actual flooding was prevented.

(3) 1996 – Upper Highline Dam in unincorporated Mesa County (Mack) suffered settling and deformation of the dam. The dam crest settled several feet at the west end and reservoir was drained so dam could be rehabilitated. This intervention prevented failure and flooding. Significant damage reported to State-owned dam.

(4) 1983 – Vincient No. 2 dam (above the Town of Palisade) overtopped during spring runoff and failed. When a hazard classification is given to a dam, it is done so based on the consequences of the dam's failure absent flooding conditions, i.e., on a clear day in summer with the stream at a "normal" level. When Vincient No. 2 failed, the stream below was running bank-full from snowmelt and the resulting failure discharge jumped out of the channel and did more damage downstream than would have normally occurred. It is important to remember that a low hazard

dam can still cause a significant amount of damage and possibly result in loss of life, depending on the timing of the failure. (Jackson, 2009)

(d) Probability of Future Occurrence. The probability of future occurrence is occasional, meaning there is a one to 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years. Due to the documented cases above, there is a possibility of future dam failures.

(e) Magnitude/Severity. Depending on the hazard class of the dam, the magnitude/severity of a dam failure is listed as catastrophic. Multiple deaths, destroyed or severely damaged property, and/or interruption of essential facilities and services is possible. As indicated above, Mesa County has several Class 1 (High Hazard) dams which would cause loss of life upon failure of the dam.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.230 Drought.

(a) Hazard Description. Drought is a normal, recurrent feature of climate, although some consider it a rare and random event. It occurs in virtually all climatic zones, but characteristics vary significantly from one region to another. It originates from a deficiency of precipitation over an extended period of time, usually a season or more. (University of Nebraska Lincoln, 2009)

Due to Colorado's semiarid conditions, drought is a natural but unpredictable occurrence in the State. The onset of drought in western Colorado counties is usually signaled by a lack of significant winter snowfall.

(b) Geographic Location. The geographic location of this hazard is considered large in Mesa County, with more than 50 percent of the County affected.

(c) Previous Occurrence. According to the National Climatic Data Center, Mesa County and respective towns and municipalities have experienced several drought periods over time. Since 1999 Mesa County was experiencing multi-year drought conditions and beginning in May of 2002, western Colorado was experiencing its first full month of severe to extreme drought conditions. The most intense drought classification, exceptional drought conditions, had developed. Low elevation snowpack had already melted throughout the area and many seasonal streams dried up by the end of May.

The drought began to have a major impact on agricultural interest and to a lesser degree on the outdoor recreational industry. Perhaps of most importance, the drought created a large potential for major wildfires. Below is a list of drought occurrences as recorded by the National Climatic Data Center.

(1) May 2002 – May was the first full month of severe to extreme drought conditions in western Colorado. The most intense drought classification, exceptional drought conditions, had developed in the southwest corner of the State by the end of the month. Low elevation snowpack had already melted throughout the area before May, with many seasonal streams dried up by the end of May. In May, the drought began to have a major impact on agricultural interests, and to a lesser degree on the outdoor recreation industry. Perhaps of most importance, the drought created a large potential for major wildfires.

(2) July 2003 – Severe to extreme drought conditions continued across western Colorado during the month. Although monsoon moisture did bring thunderstorms to the area, significant rainfall amounts were not widespread in coverage. Additionally, record high temperatures occurred through much of the month.

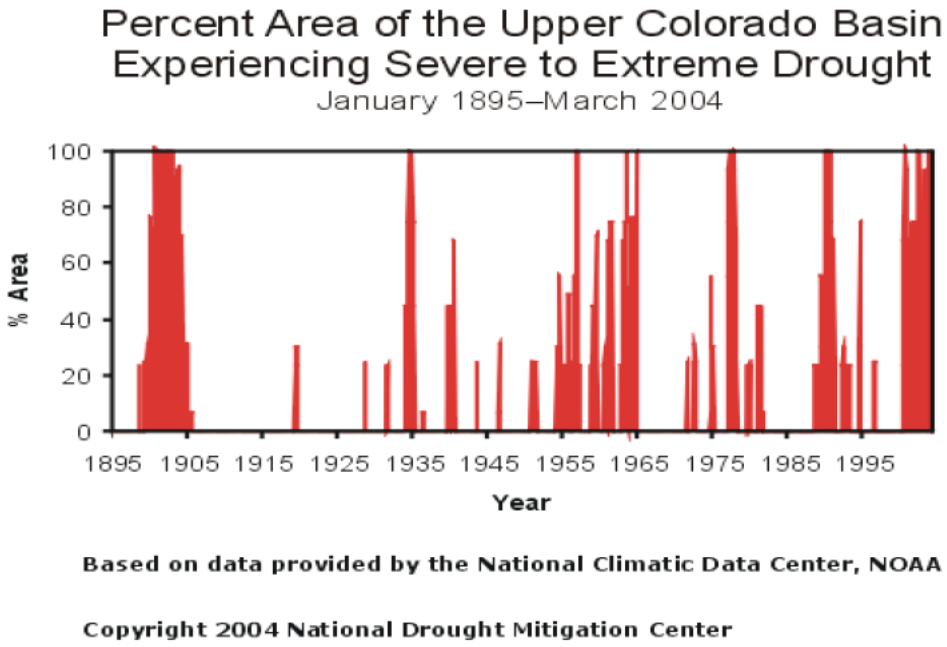
(3) July 2004 – Surges of subtropical moisture in monsoonal flow resulted in a few bouts of widespread precipitation across western Colorado during the month, with locally heavy rains occurring in some areas. However, this had little impact on the long-term drought situation across the area, and moderate to severe drought continued across most of western Colorado.

(4) July 2005 – Occasional surges of monsoonal moisture resulted in periods of thunderstorms across western Colorado during the month of July, mainly during the second half of the month.

However, typical hot conditions persisted for much of the month and the rainfall that did occur had little impact on the drought conditions across the area. Northwest Colorado remained in moderate to severe drought conditions. Although the remainder of western Colorado was no longer categorized as being in a drought, multiple years of below normal precipitation continued to cause water supply concerns.

(5) March 2007 – Below normal precipitation through the month caused an increase in the dryness and drought conditions across western Colorado.

(6) March 2012 – Moderate drought conditions expanded westward into the upper reaches of the Grand Valley by the end of March while abnormally dry conditions remained in place across the western portion of the valley through March as precipitation remained well below normal.



(d) Probability of Future Occurrence. The probability of future occurrence is occasional, meaning there is a one to 10 percent chance of occurrence in next year or has a recurrence interval of 11 to 100 years. According to the Colorado Drought Mitigation and Response Plan, Colorado was in a drought for 48 of the past 115 years (1893 – 2007). Therefore a 42 percent chance exists that a drought will happen in Colorado in any given year. (J. Truby, January 2001)

(e) Magnitude/Severity. The magnitude/severity of drought conditions is limited. Drought impacts in Mesa County can be wide reaching: economic, environmental, and societal. The most significant impacts in Mesa County and respective jurisdictions are related to wildfire protection and agriculture. Mesa County economy consists of a number of fruit and vegetable growers who are heavily impacted by drought conditions.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.240 Earthquake.

(a) Hazard Description. Earthquakes are defined as the sudden release of energy occurring from the collision or shifting of crustal plates on the earth's surface or from the fracture of stressed rock formations in that crust. The release of energy results in the earth shaking, rocking, rolling, jarring and jolting, having the potential to cause minimal to great damage. Earthquakes are measured by units of magnitude, which is a logarithmic measure of earthquake size. This means that at the same dis-

tance from the earthquake, the shaking will be 10 times as large during a magnitude 5 earthquake as it would during a magnitude 4 earthquake. (EHP Web Team, 2009)

Earthquakes can cause structural damage, injury, and loss of life, as well as damage to infrastructure networks, such as water, power, communication and transportation systems. Secondary impacts can include landslides, liquefaction, fires, and dam failure.

(b) Geographic Location. Colorado is comprised of areas with low to moderate potential for damaging earthquakes, based on research by geologists and geophysicists who specialize in seismology. There are about 90 potentially active faults that have been identified in Colorado, with documented movement within the last 1.6 million years. However, there are several thousand other faults that have been mapped in Colorado that have not been sufficiently studied to know whether they are capable of generating earthquakes or not.

It is not possible to accurately estimate the timing or location of future dangerous earthquakes in Colorado. The lack of an adequate network of seismometers in Colorado makes it difficult to detect and locate earthquakes. Moreover, the historical record is quite short (~150 years). Nevertheless, the available seismic hazard information can provide a basis for a reasoned and prudent approach to seismic safety. (Subcommittee, 1999)

Mesa County has a considerable amount of fault lines as shown in Figure 7 that are located within the County but has not recently experienced a significant earthquake event.

(c) Previous Occurrences. Many of Colorado's earthquakes occur in mountainous regions of the State with some having been located in the western valley and plateau region. The Colorado Geological Survey has estimated that the largest earthquake possible on the Western Slope of Colorado is magnitude 6.5. This estimate is based on studies of the fault systems in Western Colorado. The two largest fault systems in Western Colorado area associated with the Uncompahgre Uplift and the White River Uplift.

The areas of most concern are the Uncompahgre Plateau and Paradox Valley. The Uncompahgre has the greatest potential for producing a large natural event. The Paradox Valley has the greatest potential for creating a large manmade seismic event. Below are the two significant events that have occurred in Mesa County.

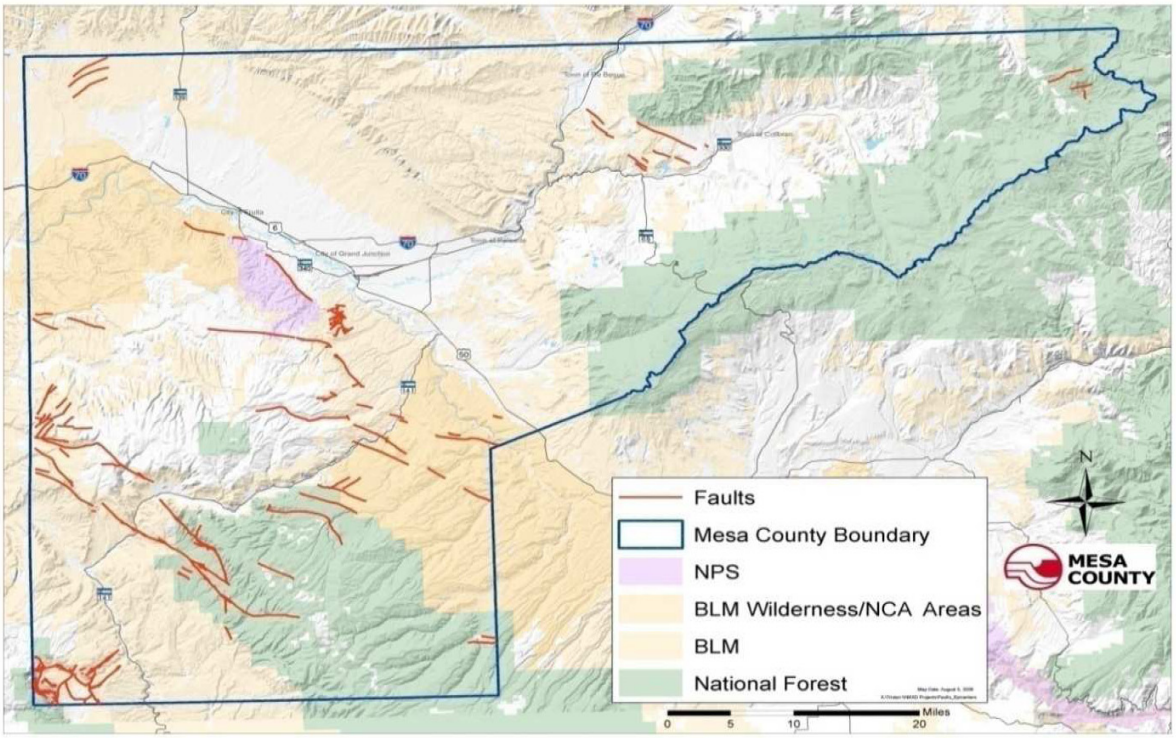
(1) 1971 – 4.5 magnitude earthquake, Glade Park Fault (unincorporated Mesa County).

(2) 1975 – 4.4 magnitude earthquake northeast of Fruita, Colorado (Mesa County).

(d) Probability of Future Occurrence. The probability of future occurrence for an earthquake in Mesa County or neighboring jurisdictions is occasional resulting in a one to 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 100 years.

(e) Magnitude/Severity. The magnitude/severity of an earthquake is limited resulting in minor injuries and illnesses, minimal property damage that does not threaten structural stability and/or interruption of essential facilities and services for less than 24 hours.

Figure 7: Faults in Mesa County



Source: Mesa County GIS

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.250 Flood.

(a) Hazard Description. Flooding has occurred repeatedly throughout Mesa County and will continue to occur. FEMA defines "flooding" as "a partial or complete inundation of normally dry land areas from (1) the overland flow of a lake, river, stream, ditch, etc.; (2) the unusual and rapid accumulation or runoff of surface waters; and (3) mudflows or the sudden collapse of shoreline land." (www.training.fema.gov/EMIWeb/IS/IS394A/glossary-0306.doc)

Snowmelt flooding is characterized by moderate peak flows, large volume, and long duration, and is marked by a diurnal fluctuation in flow. Rainfall on melting snow may speed up the melting process and increase flood flow. General rain floods are caused by prolonged heavy rainfall over large areas and are characterized by high peak flows of moderate duration. Cloudburst floods characteristically have high peak flows, high velocities, short durations, and small volumes of runoff. (FEMA, Flood Insurance Study, Mesa County Colorado, 2009)

The area adjacent to a river channel is its floodplain. In its common usage, "floodplain" most often refers to that area that is inundated by the 100-year flood, the flood that has a one percent chance in any given year of being equaled or exceeded. Other types of floods include general rain floods, thunderstorm generated flash floods, alluvial fan floods, dam failure floods (see GJMC 42.08.220, Dam failure), and local drainage floods. The 100-year flood is the national standard to which communities regulate their floodplains through the National Flood Insurance Program.

The potential for flooding can change and increase through various land use changes. A change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining watersheds or natural drainage channels. These changes are commonly created by human activities. These changes can also occur as the result of other events such as wildfires.

Wildfires create hydrophobic soils, in which the soils harden preventing rainfall from being absorbed into the ground.

FEMA also defines "flash flooding" as "flood that arises very quickly, occurring suddenly, within a short time (from minutes to less than six hours), and usually is characterized by high flow velocities. Flash floods often result from intense rainfall over a small area, usually in areas of steep terrain." (www.training.fema.gov/EMIWeb/IS/IS394A/glossary-0306.doc)

Flooding in Mesa County is caused mainly by snowmelt in the larger drainage basins and by cloudbursts over the smaller drainage basins. However, general rainstorms constitute the principal flood hazard on Roan Creek, while general rain on snowpack creates the most hazardous conditions in the basins of Plateau and Buzzard Creek. Major floods on the Colorado and Gunnison Rivers result from rapid melting of the mountain snowpack during May, June, and July and the Dolores River experiences flooding from both snowmelt and general rainstorms.

Mesa County has received a copy of the 2012 Flood Insurance Study that covers the Town of Collbran, Town of DeBeque, City of Fruita, City of Grand Junction, Mesa County unincorporated areas, and Town of Palisade. This study has developed flood risk data for various areas of the community that will be used to establish actuarial flood insurance rates. This information will also be used by Mesa County to update existing floodplain regulations as part of the Regular Phase of the National Flood Insurance Program (NFIP), and by local and regional planners to further promote sound land use and floodplain development.

The following table details information provided by the Colorado Water Conservation Board regarding the number of active flood insurance policies in Mesa County communities in 2014. With this plan update, there remains a single repetitive loss property in Mesa County (unincorporated area) (parcel # 2697-273-00-063) with the following claims: claim #1: 6/8/95 in the amount of $750; claim #2: 7/1/99 in the amount of $2,267; and claim # 3: 7/10/01 in the amount of $1,973. This property is partially within the FEMA regulatory floodway and partially within the regulatory flood fringe (Staley, 2009).

Jurisdiction	Num. Policies	Total Coverage	Total Premium	Claims since 1978	Total paid since 1978
Mesa County	218	$48,277,700	$123,094	33	$250,652
Town of Collbran	13	$2,530,100	$15,201	3	$0
City of Grand Junction	129	$28,425,900	$93,322	15	$19,000
City of Fruita	17	$4,238,900	$7,754	0	$0
Town of Palisade	4	$1,230,000	$3,495	1	$0

(b) Geographic Location. All streams in Mesa County are either direct or indirect tributaries of the Colorado River, which traverses the north-central and northwestern sectors. From the northern County line, the river flows southwesterly for 41 miles to its confluence with the Gunnison River, thence northwesterly 27 miles, and again southwesterly for 15 miles in its remaining course in the County.

In general, the Dolores River, Gunnison River, and West Creek systems drain the western, southwestern, and south-central portions of the County. The Plateau Creek system drains the eastern sector, except for the easternmost portion, which is drained by the Divide Creek system, which flows northerly to the Colorado River in Garfield County. A group of minor creeks and washes flowing southerly from the Roan and Bookcliffs regions drain the northwestern portion of the County, and a group of similar stream ways convey drainage to the river from the north-central portion.

Plateau Creek has its headwaters in the Grand Mesa National Forest, approximately 18 miles southeast of the Town of Collbran. The stream flows northwesterly from its origin near Chalk Mountain into Vega Reservoir, approximately 11 miles upstream from Collbran. Plateau Creek then continues westerly from Vega Reservoir through Collbran to its confluence with the Colorado River.

Mesa County is subject to major stream flooding caused by rapid snowmelt, usually associated with rising temperatures and flash flooding caused by rains associated with thunderstorms. Spring runoff usually reaches its peak in June and recedes to a normal flow by mid-July. Mesa County typically experiences the monsoonal weather patterns in late July and August that create the potential for flash flood events found in the steeper drainage areas of the County. It is these events that have the greatest potential for causing major flooding in Mesa County and typically involve localized flooding and debris-flow issues.

(c) Previous Occurrences. Mesa County has a long history of flooding from summer cloudburst storms and from snowmelt runoff. Seven major flood events have occurred on the Colorado River, four on the Gunnison River, and four on the Dolores River. Floods occurred in 1884, 1917, 1920, 1921, 1935, 1952, 1957, 1983, and 1984 on the Colorado River; in 1884, 1920, 1921, and 1957 on the Gunnison River; and in 1884, 1909, 1911, and 1958 on the Dolores River. Most known floods in Mesa County resulted from snowmelt, sometimes augmented by general rain. The largest snowmelt flood runoff of record on the Colorado River occurred in June 1921. Heavy rain on June 14th and 15th augmented runoff to produce a peak flow of 81,000 cfs near Fruita.

Flooding from general rain occurred on the Dolores River in September 1909 and October 1911. Snowmelt flooding on the Dolores River in April 1958 inundated 1,100 acres in the Gateway area and resulted in damage estimated at $230,000.

Recorded cloudburst floods occurred on Indian Wash (Grand Junction area) in June 1958 and on West Creek (Gateway area) in July 1940. The West Creek cloudburst covered approximately 25 square miles of the drainage area and produced a peak flow estimated at 11,700 cfs.

The most recent serious floods on the Colorado River occurred in 1983 and 1984. Peak flows on the Colorado River at the State line were approximately 61,000 and 70,000 cfs in 1983 and 1984 respectively. Colorado River flood flows in the Grand Junction area inundated streets, lawns, and gardens; deposited sand, silt, and debris; and flooded basements and lower floors in residential areas in the Riverside Park, Rosevale and Connected Lakes area southwest of the City in 1983 and 1984 but have not caused significant damage since these events. The flooding events in 1984 resulted in loss of life as did the flooding event that occurred on I-70 when Bosley Wash flooded in 2008 resulting in a drowning.

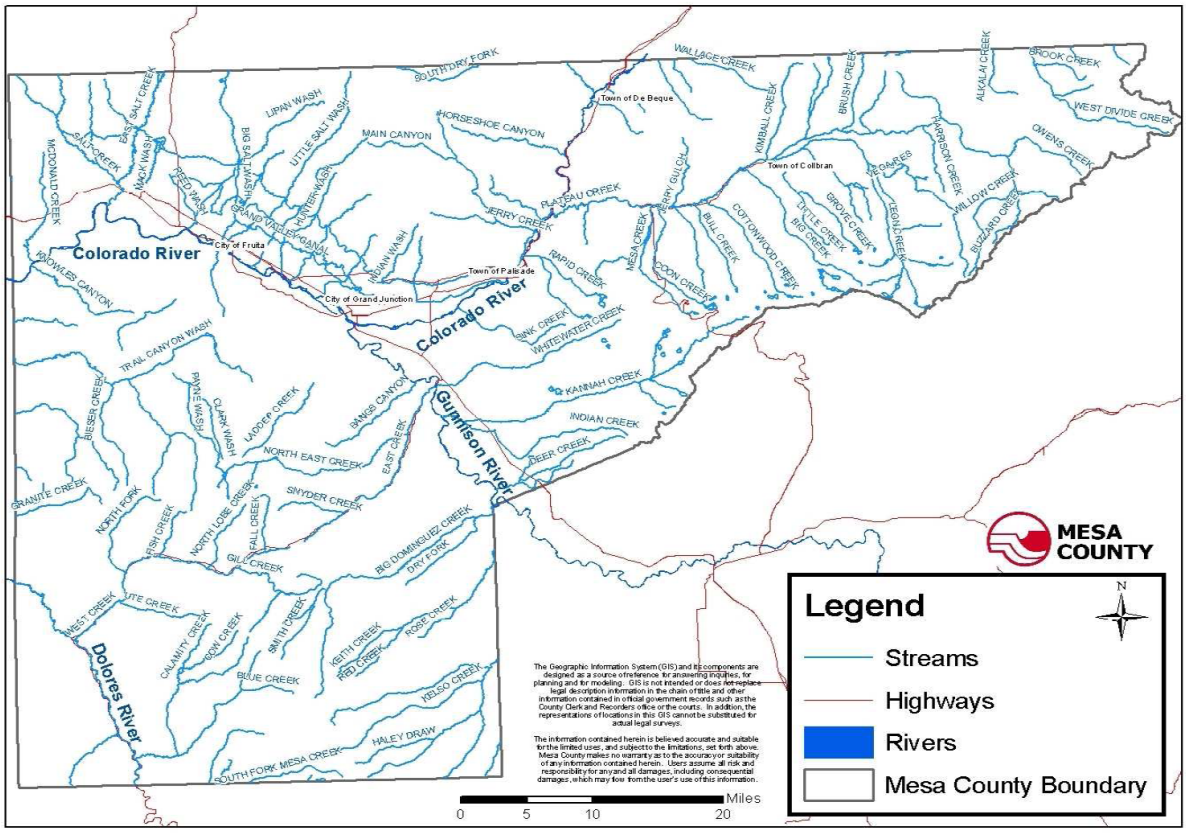
The Riverside Park area has experienced repeated flood danger as the erosion and undermining of protective levees has necessitated extensive flood fighting and levee repair. These noncertified levee and storm drain system improvements serve to mitigate potential flooding.

The principal cause of flooding on Plateau Creek and Buzzard Creek is a rapidly melting heavy snowpack during May, June, and July. Rainfall on melting snow may hasten the melting process and increase flood flows. A major flood occurred on Plateau Creek in 1922. Based on the record from a stream gage on Plateau Creek located approximately six miles east of Collbran, this flood had an estimated discharge of 3,080 cfs which corresponds to a frequency in excess of 100 years.

(d) Probability of Future Occurrence. The probability of future occurrence is highly likely with a near 100 percent chance of occurrence next year or happens every year. Due to the documented cases above and the information collected on events that were smaller in size, Mesa County and the various towns/municipalities will continue to deal with flood-related activities in the future.

(e) Magnitude/Severity. The magnitude/severity of a flood event is limited resulting in minor injuries and illnesses, minimal property damage that does not threaten structural stability and/or interruption of essential facilities and services for less than 24 hours. Most of the flood events that have occurred in Mesa County over the past 10 years have been limited with respect to injuries and property damage. Figure 8 shows the major rivers and tributaries within Mesa County.

Figure 8: Rivers and Tributaries



(Nelson, 2009)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.260 Hazardous materials.

(a) Hazard Description. A hazardous material is any item or agent (biological, chemical, physical, radiological) that has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors. The release of hazardous materials can happen either by accident or as a result of criminal activity and can threaten people and natural resources in the immediate vicinity of the accident, including residences and businesses along transportation routes.

(b) Geographic Location. Mesa County is a center of commerce in western Colorado and hazardous materials are commonly transported through the County by truck and rail. Designated truck routes are State Highways 139, 141, 50 and U.S. Interstate 70. The Union Pacific Railroad operates two rail lines in Mesa County. Their main line is located primarily along the Colorado River through the County. The secondary line (southern leg) branches off the main line near the confluence of the Gunnison and Colorado Rivers and is located along the Gunnison River.

It is observed that the majority of the products transported through Mesa County belong to the hazard classes of 2 (Flammable and Combustible Gases), 3 (Flammable and Combustible Liquids), 8 (Corrosive Materials), and 9 (Miscellaneous Hazardous Materials). There are currently 139 Tier II reporting fixed site facilities in Mesa County. These facilities either produce, store, and/or use hazardous materials and are required by the Environmental Protection Agency to report these quantities under Tier II reporting requirements.

(c) Previous Occurrences. Two significant incidents have occurred in Mesa County as a result of illegal dumping of hazardous material. The first incident involved illegal dumping in the Cactus Park area

of Mesa County of three 150-pound cylinders of liquid chlorine with safety caps removed. This case resulted in a felony conviction of a 30-year-old male who received eight years in the Colorado State Corrections System. This case was the first successful prosecution of the "Clean Air Act" in the State of Colorado. (Reekie, 2009)

The second case occurred in 2001 and was the result of illegal discharging of ethylene glycol into the Colorado River. The facility was discharging through the conveyance of storm water system piping directly into the Colorado River. The illegal discharges resulted in a substantial "fish kill" to native aquatic life. This case resulted in a felony conviction of the corporation and individuals responsible. The environmental remediation was conducted by the Environmental Protection Agency. Remediation costs were approximately $1,500,000. The business was charged with felony charges resulting in significant fines and imprisonment. This case was the first successful prosecution of the "Clean Water Act" in the State of Colorado. (Reekie, 2009)

The Grand Junction Fire Department that serves as the Designated Emergency Response Authority for the entire planning area identified the following as significant incidents in Mesa County:

(1) 1990 – Motor Carrier 338 carrying 70,000 pounds of liquid oxygen caused one injury and $70,000 in damage.

(2) 1991 – Motor Carrier 331 carrying propane caused $100,000 in damage due to remediation of highway shoulder from diesel contamination.

(3) 1991 – Illegal dumping of three 150-pound cylinders of liquid chlorine with safety caps removed in Cactus Park area.

(4) 1992 – Two tractor trailer 40-foot cargo trailers (MC 331 carrying propane) collide causing two injuries and $200,000 in damage.

(5) 1992 – Motor Carrier 306 with 7,000 gallons of naphtha crashes into rock wall on Highway 141. Highway closed for 36 hours. $200,000 in damage.

(6) 1995 – Hazardous materials release at fixed facility. Nitric acid tank endothermic reaction at fixed facility. Resulted in $60,000 in damages.

(7) 2001 – Illegal discharge of ethylene glycol into the Colorado River.

(8) 2002 – Hazardous materials release from Amtrak derailment in Ruby Canyon with 123 passengers on board; $300,000 in property damage and $20,000 in environmental remediation.

(9) 2008 – Hazardous materials release with two tractor trailers with coal and hydrochloric acid with property damage of $250,000 and $80,000 in environmental remediation.

(10) 2011 – Tanker rolled 30 feet down an embankment on Highway 141 resulting in loss of 2/3 of its 7,000 gallon light crude oil cargo.

(11) 2013 – Approximately 26 pounds of chlorine leaked at a water utility as a result of a valve not being shut properly.

(12) 2014 – Approximately 100 pounds of ammonia leaked from a refrigeration unit at a business.

(d) Probability of Future Occurrence. Highly likely – near 100 percent chance of occurrence next year or happens every year. Hazardous materials related incidents occur in Mesa County every year. Most often these incidents involve the transportation sector and are often fuel spills or cargo that is being transported.

(e) Magnitude/Severity. The magnitude/severity of a hazardous materials incident in Mesa County has been limited with impacts to the environment, property destroyed or severely damaged, and/or interruption of essential facilities and service for more than 72 hours.

Impacts in the past have been limited, but depending on the type and quantity of material released, an event could have serious consequences to the public. Humans and animals are affected through

inhalation, ingestion, or direct contact with the skin. Air releases can prompt large-scale population evacuations and spills into water or onto the ground can adversely affect public water and sewer systems.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.270 Landslide, rockfall.

(a) Hazard Description. The Colorado Geological Survey department defines landslides as the downward and outward movement of slopes composed of natural rock, soils, artificial fills, or combination thereof. Landslides move by falling, sliding, and flowing along surfaces marked by difference in soil or rock characteristics. A landslide is the result of a decrease in resisting forces that hold the earth mass in place and/or an increase in the driving forces that facilitate its movement.

Landslides as defined above include two major types: (1) Rotational slides which refer to all landslides having a concave upward, curved failure surface and involving a backward rotation of the original slide mass; and (2) translational slides in which the surface of rupture along which displacement occurs is essentially planar. Either type of landslides can involve various combinations of bedrock, broken bedrock, and unconsolidated superficial material, and the displaced material in either type of slide may be either greatly deformed or nearly intact.

Rate of movement of landslides varies from very slow to very rapid. They may be extremely small in extent or measurable in miles. Volumes of material involved may range from a few cubic feet to millions of cubic yards. Landslides result from some change in the physical condition of an unstable slope area (see section of guidelines on potentially unstable slopes). Such changes may be natural or man-induced.

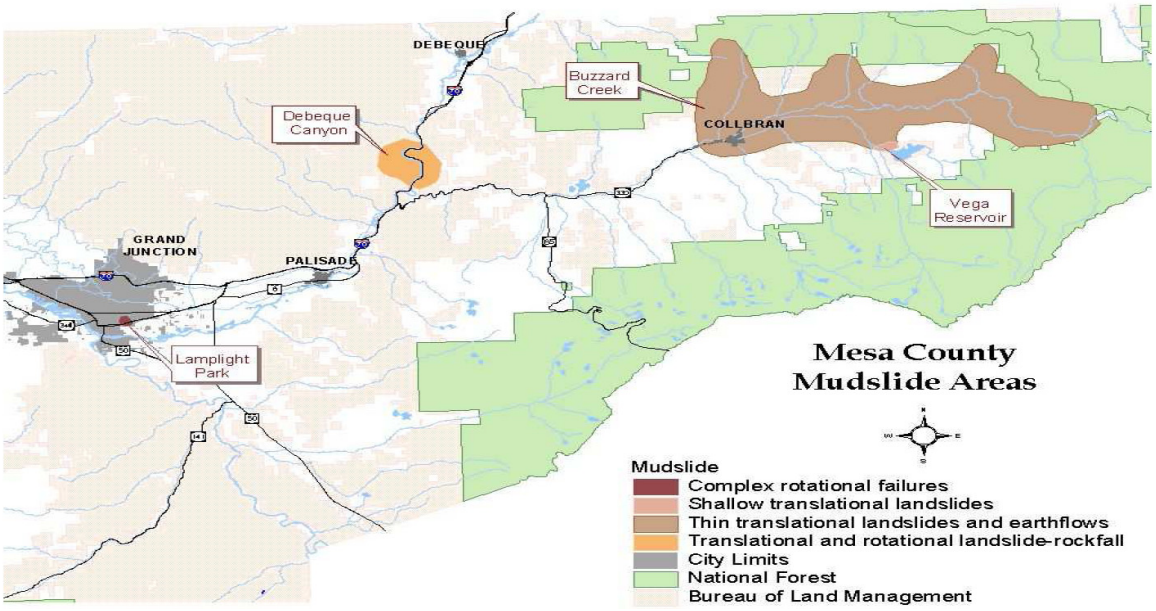
A rockfall is the falling of a detached mass of rock from a cliff or down a steep slope. Weathering and decomposition of geological materials produce conditions favorable to rockfalls. Rockfalls occur most frequently in mountains or other steep areas during the early spring when there is an abundance of moisture and repeated freezing and thawing. (Survey, 2004)

(b) Geographic Location. The geographic location of landslides and rockfalls throughout Mesa County is isolated – which is less than 10 percent of the area.

The landslides and rockfalls that have occurred in Mesa County are most typically associated with canyons. The areas most affected by landslides-rockfalls include: Interstate 70 in DeBeque Canyon and along the Bookcliffs, Highway 65 in Plateau Canyon, Highway 141 in John Brown Canyon near Gateway, Colorado, and the area encompassing the Colorado National Monument.

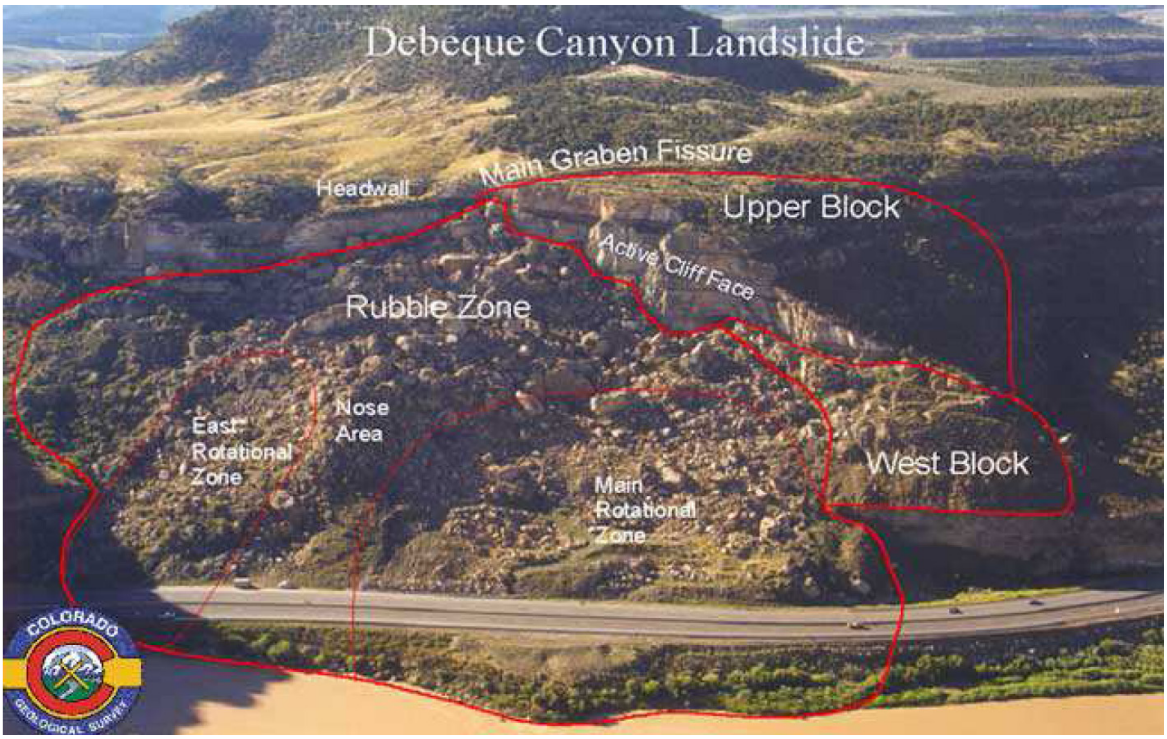
The DeBeque Canyon Landslide is a major landslide complex in western Colorado that has historically impacted the east-west highway and railway corridor on the Colorado River as shown in Figures 9 and 10.

Figure 9: Mesa County Landslide Map



Source: Mesa County GIS

Figure 10: DeBeque Canyon Slide Area



(Survey, 2004)

Figure 11: Photo of DeBeque Canyon Slide Area – Interstate 70



Figure 12: Photo of DeBeque Canyon Slide Area – Interstate 70



(Photos taken by Mesa County Emergency Management – 1998 Slide in DeBeque Canyon)

Figure 13: Rockfall West of Palisade Along Interstate 70



(Photos taken by Mesa County Emergency Management, July 8, 2009)

Figure 14: Rockfall Event in DeBeque Canyon at Beaver Tail Tunnel on Interstate 70



Figure 15: Rockfall Event in DeBeque Canyon at Beaver Tail Tunnel on Interstate 70



(Photos taken by Mesa County Emergency Management 10/26/09)

(c) Previous Occurrences. The DeBeque Canyon Landslide, which is considered a major landslide complex, has had three significant reactivations or ground movements during the past century. The precise date of the first major movement is unknown but occurred in the late 1890s or early 1900s. That slide movement was the largest and reportedly shifted the river channel and damaged railroad facilities on the north bank of the Colorado River.

The second noteworthy movement occurred in February 1958 when the roadway was widened for a modern two-lane highway. The widening resulted in further cutting and destabilizing of the landslide toe, with subsequent movements resulting in the heaving of the roadway 23 vertical feet. In April 1998, the third major movement occurred and caused Interstate 70, constructed in the mid-1980s, to heave 14 vertical feet. This highway also shifted five to six feet laterally towards the river during this event as shown in Figures 11 and 12. (Survey, 2004)

In 2004, rain and snow loosened several rocks resulting in several injuries to motorists traveling on Interstate 70. In 2006 a rockfall along Interstate 70 just outside of the Town of Palisade resulted in a 300-pound boulder hitting several cars traveling on Interstate 70, injuring several motorists who required medical treatment. Additional rockfall activity has occurred in the DeBeque Canyon resulting in isolated deaths and injuries.

In July of 2009 a significant rockfall occurred on the Bookcliffs approximately two miles west of the Town of Palisade; see Figure 13. What was unique about this rockfall was the amount of energy associated with it. This particular event registered a 2.6 on the Richter scale and was first thought to have been an earthquake. After hours of analysis it was determined that the event was actually a rockfall event, possibly triggered due to the moisture in the soil.

A rockfall event occurred in DeBeque Canyon near the Beaver Tail tunnel on Interstate 70. A significant amount of large boulders landed on the interstate closing all lanes of traffic for a period of time as seen in Figures 14 and 15. No injuries were reported.

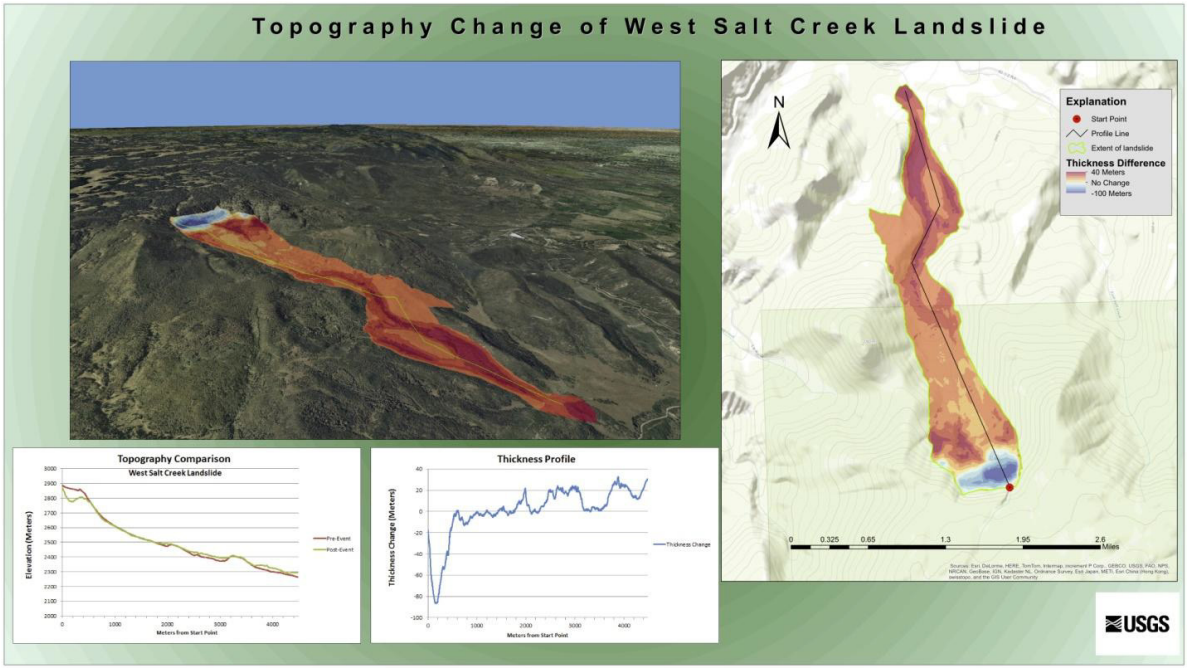
Most recently was the West Salt Creek Landslide which occurred on May 25, 2014, near the town of Collbran in eastern Mesa County. The landslide mobilized 30 million cubic meters of material

and took the lives of three men. The landslide cut off West Salt Creek and the rotated slide block created a sag pond that detains the flow of West Salt Creek. This incident resulted in both local and state emergency declarations. Considerable work has been done to establish monitoring systems and understand the hazard of the remaining slide block and sag pond. Monitoring will be ongoing for a number of years. The West Salt Creek Landslide can be seen in Figures 16 and 17.

Figure 16: West Salt Creek Landslide Viewed from the East Flank of the Head Escarpment



Figure 17: West Salt Creek Landslide Change in Topography



(d) Probability of Future Occurrence. The probability of future occurrence is considered highly likely based on past events.

(e) Magnitude/Severity. The magnitude/severity of a landslide-rockfall event in Mesa County is critical. Past events have resulted in isolated deaths and/or multiple injuries as well as major or long-term property damage that threatens structural stability and/or interruption of essential facilities for 24 to 72 hours.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.280 Lightning.

(a) Hazard Description. Lightning is defined as "an abrupt, discontinuous natural electric discharge in the atmosphere." The rising air in a thunderstorm cloud causes various types of frozen precipitation to form within the cloud. Included in these precipitation types are very small ice crystals and much larger pellets of snow and ice. The smaller ice crystals are carried upward toward the top of the clouds by the rising air while the heavier and denser pellets are either suspended by the rising air or start falling toward the ground. Collisions occur between the ice crystals and the pellets, and these collisions serve as the charging mechanism of the thunderstorm. The small ice crystals become positively charged while the pellets become negatively charged. As a result, the top of the cloud becomes positively charged and the middle to lower part of the storm becomes negatively charged. At the same time, the ground underneath the cloud becomes charged oppositely of the charges directly overhead.

When the charge difference between the ground and the cloud becomes too large, a conductive channel of air develops between the cloud and the ground, and a small amount of charge (step leader) starts moving toward the ground. When it nears the ground, an upward leader of opposite charge connects with the step leader. At that instant this connection is made, a powerful discharge occurs between the cloud and the ground. We see this discharge as a bright visible flash of lightning. (NWS, 2008)

Each year in the United States, more than 400 people are struck by lightning. On average, between 55 and 60 people are killed; hundreds of others suffer permanent neurological disabilities.

(b) Geographic Location. The geographic location of this hazard is considered large as it can happen anywhere in the County. However, lightning strikes are isolated in that the area that is affected by a lightning strike is less than 10 percent of the planning area.

(c) Previous Occurrences. Data from the National Lightning Network ranks Colorado second in the number of deaths (24) from 2002-2011 for deaths caused by lightning. While lightning is a regular occurrence in Mesa County, there are few documented cases where lightning has caused structural damage.

(1) September 13, 1996 – Lightning hit a tree and then traveled into an adjacent house causing some fire and electrical damage. Estimated damage was reported at $4,000.

(2) September 6, 1997 – Lightning struck a house on the north side of the Grand Mesa destroying some electrical items and blackening a wall on the side of the house.

(3) September 13, 1997 – Lightning struck a tree and power pole, setting the tree on fire and destroying a power transformer. Some electrical damage was also incurred at a nearby home.

(4) September 21, 1997 – Lightning strike of a two-story house, causing the house to catch on fire.

(5) September 9, 1998 – A man was injured when lightning struck a 12-foot-high pole on a trailer next to the man. The lightning also struck the man who was jolted off the trailer, landing 20 feet away. He suffered minor burns.

(6) August 20, 2000 – Lightning struck two horses, killing one and paralyzing the other. The two horses were found 50 feet apart from each other.

(7) July 7, 2013 – An intense late night thunderstorm produced locally heavy rainfall and a lot of lightning in the Grand Valley, including a lightning bolt that caused significant damage to a childcare facility.

Many of the lightning strikes that occur in Mesa County are the cause of wildland fires throughout the County and many strikes go unreported.

(d) Probability of Future Occurrence. The probability of lightning strikes in Mesa County is highly likely with a near 100 percent chance of occurrence next year or it happens every year.

(e) Magnitude/Severity. The magnitude/severity of lightning throughout Mesa County is limited with minor injuries and illnesses; minimal property damage that does not threaten structural stability; and/or interruption of essential facilities and services for less than 24 hours.

It is recognized that lightning can cause deaths, injuries, and property damage, including damage to buildings, communications systems, power lines, and electrical systems.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.290 Severe winter weather.

(a) Hazard Description. Severe winter weather can include heavy snow, ice, wind chill, blowing snow, freezing rain, sleet, and extremely cold temperatures. Any of these conditions can immobilize our community. These conditions can strand commuters, stop supplies and disrupt power and communication sources. The cost of snow removal, damage repair, and business losses can have a significant impact on the community.

Severe winter storms are usually accompanied by high winds, creating blizzard conditions causing snow to drift, making travel dangerous. Extreme cold temperatures are often associated with winter weather and prolonged exposure can be life-threatening. The months of December, January, and February are the most likely time of the year for severe winter weather.

Grand Junction receives about two feet of snow per year and it generally falls a few inches at a time and then melts off. The ground is usually not covered in snow and there is generally no need to shovel snow constantly. The winter months dip down into the teens and occasionally lower. Most

years will see a maximum low temperature for the year of about zero to five degrees Fahrenheit. The average December-January high is 39 with an average low of 16 degrees Fahrenheit. The coldest months on average in Mesa County are January and February and Mesa County's record minimum temperature was recorded as -23 degrees Fahrenheit in 1963. (NWS, 2008)

(b) Geographic Location. The geographic location of severe winter weather in Mesa County is small with approximately 25 to 50 percent of the County affected. Primarily severe winter weather is found in the higher elevations of the County and include: Grand Mesa, Colorado National Monument, and the Uncompahgre areas. The valley area of the County can see severe winter weather in snowfall, icy conditions, cold temperatures and wind.

(c) Previous Occurrences. The National Climatic Data Center Storm Events Database was used to determine the 287 recorded winter weather events that included some portion of Mesa County. These events ranged from heavy snowfall to blowing and drifting snow from significant wind gusts. (Hinson, National Climatic Data Center, 2009). There have been 54 events between 2010 to 2013.

(d) Probability of Future Occurrence. The probability of future occurrence is likely with a 10 to 100 percent chance of occurrence in next year or has a recurrence interval of 10 years or less. However, it should be noted that Mesa County on average has much milder winter seasons than other parts of the State.

(e) Magnitude/Severity. The magnitude and severity of severe winter weather in Mesa County is limited – resulting in minor injuries and illnesses; minimal property damage that does not threaten structural stability; and/or interruption of essential facilities and services for less than 24 hours.

Severe winter weather in Mesa County can result in property damage, localized power outages and force the closure of streets, highways, schools and businesses. Severe winter weather can escalate, creating life-threatening situations when emergency response is limited due to the conditions or when individuals are caught in the backcountry unprepared. Snow removal costs can also greatly impact local budgets.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.300 Wildfire.

(a) Hazard Description. "Wildfire" is the term applied to any unwanted, unplanned, damaging fire burning in forest, shrub or grass and is one of the most powerful natural forces known to humans. While sometimes caused by lightning, nine out of 10 wildfires are human-caused from smoking, campfires, equipment use, and arson.

On public lands in Mesa County, 84 percent of the wildfires started are from lightning and 16 percent are human-caused. However, many of the more destructive and costly fires have been human-caused. Most of these human-caused fires are started near areas where people congregate. This can include towns, subdivisions, or campgrounds. Undoubtedly, human-caused fires on public lands have the potential to threaten human life as well as property. (Paul, 2009)

Due to fuel accumulation in the form of fallen leaves, branches, and excessive plant overgrowth in forest and wildland areas, increasing hot weather, changing weather patterns, and increased residential development in the wildland-urban interface areas, the potential for wildfires to occur has increased. The potential for major loss of property and structures has also significantly increased with the wildland-urban interface. The risk to firefighters can be high. Similar fuels/fire/terrain was responsible for 17 firefighter deaths in neighboring Garfield County. (Paul, 2009)

Based on information contained in the State of Colorado Natural Hazards Mitigation Plan, a century of aggressive fire suppression combined with cycles of drought and changing land management practices has left many of Colorado's forests unnaturally dense and ready to burn. Furthermore, the threat of wildfire and potential losses is constantly increasing as human development and population increases and the wildland-urban interface expands.

Many other areas of Mesa County now have an increased wildfire threat in areas where fire was not a problem in the past. This is due to a combination of irrigation and the introduction of nonnative plants. Nonnative tamarisk and Russian olive have invaded drainage areas. Excess, undrained irrigation water has created thick, unbroken stands of vegetation throughout the Grand Valley. The stands of tamarisk and Russian olive burn readily and pose a threat to homes and other structures. The spring 2009 Preserve Fire on the Redlands is a good example of this kind of fire. (Paul, 2009)

(b) Geographic Location. The geographic extent of this hazard in Mesa County is medium – 25 to 50 percent of the planning area affected.

(c) Previous Occurrences. According to data collected from the various Fire Protection Districts, the Mesa County Wildland Fire Team, the Bureau of Land Management, and the Colorado State Forest Service, Mesa County has had several significant wildfire events that have either burned a large amount of acres, structures, or involved a multi-agency response. These significant fires include the following:

(1) April 3, 1956 – Human caused wildfire at the intersection of Mesa Street and U.S. Hwy 65 with three structures destroyed.

(2) April, 1978 – Human caused wildfire known as Mesa Creek Fire (Easter Fire) burned one home with several others damaged.

(3) July 1, 1989 – Lightning caused wildfire burned 1,233 acres with approximately 100 homes evacuated.

(4) July 31, 1995 – Lightning caused wildfire known as Triangle Fire burned 5,343 acres and forced evacuation of 50 people.

(5) July 4, 2000 – Lightning caused wildfire known as Cone Mountain Fire burned 4,960 acres. No homes were threatened but forced road closure of John Brown Canyon.

(6) June 9, 2002 – Lightning strike resulting in wildfire known as the Miracle Complex Fire that burned 3,951 acres.

(7) June 10, 2002 – Human caused fire known as the Dierich Creek Fire burned 3,951 acres and forced the evacuation of 57 homes.

(8) July 4, 2004 – Human caused fire known as the 22 1/2 Road Fire burned 110 acres and threatened 20 homes.

(9) July 29, 2005 – Human caused fire known as the Turkey Track Fire burned 348 acres, a camp trailer, and the fire protection district's water tender. This fire also forced the evacuation of approximately 20 people.

(10) June 21, 2007 – Human caused wildfire with three homes destroyed.

(11) July 21, 2008 – Lightning caused fire known as the Housetop Fire burned 143 acres and threatened multiple gas wells in the area.

(12) August 2, 2008 – Human caused wildfire known as the 48 1/4 Road Fire with one injury and one residence partially burned.

(13) May 11, 2012 – Lightning caused fire known as the Brushy Mountain Fire burned approximately 170 acres. The fire started on private land and burned onto National Forest lands on the Uncompahgre Plateau.

(14) June 26, 2012 – Lightning caused fire known as the Pine Ridge Fire burned 13,920 acres on private and federal lands. Parts of the town of DeBeque were evacuated and the fire caused closure of I-70 and the rail line through DeBeque canyon.

(15) July 10, 2012 – Lightning caused fire known as the Bull Basin Fire grew rapidly being fueled by extremely dry vegetation, low relative humidity, high temperatures, and windy conditions.

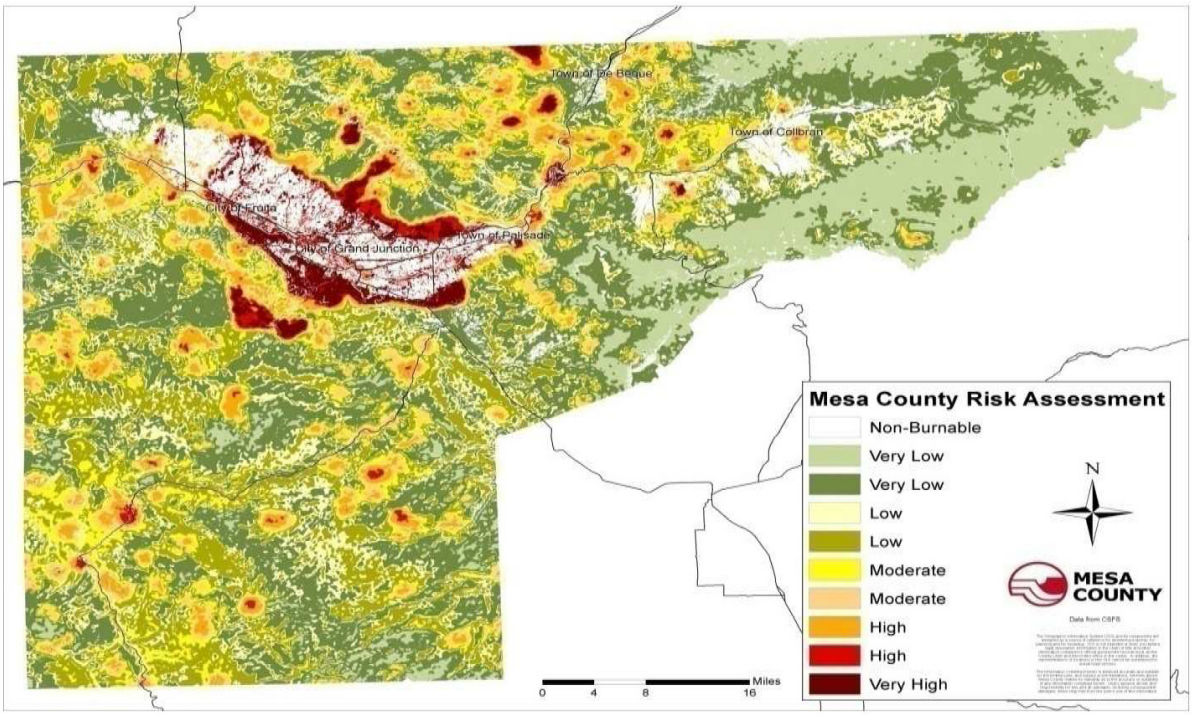
The fire was quickly contained to approximately 20 acres due to the availability of severity resources that were prepositioned in Mesa County.

(d) Probability of Future Occurrence. Highly likely – Near 100 percent chance of occurrence next year or happens every year.

(e) Magnitude/Severity. Critical – Isolated deaths and/or multiple injuries and illnesses; major or long-term property damage that threatens structural stability; and/or interruption of essential facilities and services for 24 to 72 hours.

Based on data received from the Bureau of Land Management and Mesa County GIS Department, the following risk assessment has been mapped out for the planning area. Figure 18 illustrates the areas where risk is significant if a wildfire were to occur.

Figure 18: Mesa County Wildfire Risk Assessment



(Source: Bureau of Land Management)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.310 Windstorms/tornados.

(a) Hazard Description. High winds occur year round in Mesa County. In the spring and summer, high winds often accompany severe thunderstorms. These winds are typically straight-line winds, which are generally any thunderstorm wind that is not associated with rotation. It is these winds, which can exceed 80 miles per hour (mph), that represent the most common type of severe weather and are responsible for most wind damage related to thunderstorms.

(b) Geographic Location. The geographic extent of this hazard in Mesa County is large – more than 50 percent of the planning area affected.

(c) Previous Occurrences. Historical data from SHELDUS, NCDC Storm Data, and the National Weather Service, Grand Junction Office, reported 48 recorded wind events in Mesa County

between 1974 and 2008. These wind events also include tornado events that have occurred in Mesa County. Between 2009 and 2013 there were nine recorded wind events.

(d) Probability of Future Occurrence. Likely – 10 to 100 percent chance of occurrence in the next year or has a recurrence interval of 10 years or less.

There were 48 recorded wind events in the past 34 years in Mesa County which equals one wind event every 1.4 years on average, or a 71 percent chance of occurrence in any given year.

(e) Magnitude/Severity. Limited – Minor injuries and illnesses; minimal property damage that does not threaten structural stability; interruption of essential facilities and services for less than 24 hours.

Windstorms in Mesa County are rarely life-threatening, but do threaten public safety, disrupt daily activities, cause damage to buildings and structures, increase the potential for other hazards (e.g., wildfire), and have adverse economic impacts from business closures and power loss. Although windstorms are likely to occur in the future, data indicates the past losses have not been significant, and the overall magnitude of this hazard is limited.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.320 Hazard profile summary.

This section summarizes the results of the hazard profiles and assigns a level of overall planning significance to each hazard of low, moderate, or high as indicated in Table 7. Significance was determined based on the hazard profile, focusing on key criteria such as geographic location, occurrences, magnitude and severity. This assessment was used by the HMPC to prioritize the hazards that present the greatest risk to the planning area. The hazards that occur infrequently or have little or no impact to the planning area were determined to be of low significance. Those determined to be of high significance were identified as priority hazards that require additional evaluation in the vulnerability assessment.

The priorities for this 2015 plan revision have not changed from the previous plan. The hazards that have been determined to be of high significance remain wildfire, flood, and landslide/rockfall. These hazards continue to be the focus in the vulnerability assessment and the focus of mitigation project proposals.

Table 7: Hazards Profile

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Total Score	Hazard Level
Avalanche	2	4	6	32	M
Drought	8	4	4	48	M
Earthquake	6	4	4	40	M
Expansive Soils	2	4	2	16	L
Extreme Heat	8	4	2	40	M
Wildfire	6	8	4	80	H
Flood	6	8	6	96	H
Hailstorm	4	4	2	24	L
Land Subsidence	2	4	4	24	L
Landslide/Rockfall	4	8	6	80	H
Lightning	2	8	4	48	M
Tornado	2	4	2	16	L
Windstorm	4	6	4	48	M
Winter Storm	6	6	2	48	M
Dam Failure	4	4	6	40	M
Hazardous Materials	2	8	4	48	M

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.330 Vulnerability assessment.

Requirement Section 201.6(c)(2)(ii)(A): The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.

Requirement Section 201.6(c)(2)(ii)(B): [The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(i)(A) of this section and a description of the methodology used to prepare the estimate.

Requirement Section 201.6(c)(2)(ii)(C): [The plan should describe vulnerability in terms of] providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

The vulnerability assessment further defines and quantifies populations, buildings, critical facilities and infrastructure, and other community assets at risk to natural hazards. The vulnerability assessment for this plan followed the methodology described in the FEMA publication *Understanding Your Risks – Identifying Hazards and Estimating Losses (2002)*.

The vulnerability assessment is based on the best available data and the overall planning significance of the hazard. Data to support the vulnerability assessment was collected from the same sources identified for the hazard identification and hazard profile sections.

The vulnerability assessment includes three sections:

(a) Community Asset Inventory. This section is an inventory of assets exposed to hazards in Mesa County, including the total exposure of people and property; critical facilities and infrastructure; natural, cultural, and historic resources; and economic assets.

(b) Vulnerability by Hazard. This section describes the County's overall vulnerability to each hazard; identifies existing and future structures, critical facilities, and infrastructure in identified hazard areas; and estimates potential losses to vulnerable structures, where data is available. Only hazards of moderate or high significance, or that have identified hazard areas, are addressed in the vulnerability assessment.

(c) Development and Land Use Trends. The final section analyzes trends in population growth, housing demand, and land use pattern.

In addition, a capability assessment was conducted for each jurisdiction as part of the risk assessment process. A capability assessment identifies the existing programs, policies, and plans that mitigate or could be used to mitigate risk to disasters. From a Countywide perspective the following capabilities are identified in Table 8. Jurisdiction specific information regarding capabilities is found in the Jurisdictional Annex of this plan (Article VII of this chapter).

Table 8: Capabilities Matrix

Jurisdiction: Mesa County	**Y/N/NA Unknown**	**Comments**
Comp Plan/General Plan	No	Mesa County
Special Plans	Yes	Public Improvement District Info.
Subdivision Ordinance	Yes	Floodplain Only
Zoning Ordinance	Yes	Floodplain Only
NFIP/FPM Ordinance	Yes	
Substantial Damage Language	Yes	
Administrator/Certified Floodplain Mgr.	Yes	
# of Flood-Threatened Buildings	Yes	
# of Flood Insurance Policies	Yes	
# of Repetitive Losses	Yes	
Maintain Elevation Certificates	Yes	
CRS Rating, if applicable	Yes	
Storm Water Program	No	5-2-1 Drainage Authority
Erosion or Sediment Controls	No	5-2-1 Drainage Authority
Building Code Version	Yes	Mesa County Building Dept.
Full-Time Building Official	Yes	Mesa County Building Dept.
Conduct "As-Built" Inspections	Yes	Mesa County Building Dept.
BCEGS Rating	Yes	Mesa County Building Dept.
Local Emergency Operations Plan	Yes	Mesa County Emergency Management
Fire Department ISO Rating	No	
Fire Safe Programs	No	
Hazard Mitigation Plans	Yes	Mesa County

Table 8: Capabilities Matrix (Continued)

Jurisdiction: Mesa County	Y/N/NA Unknown	Comments
Warning Systems/Services	Yes	GJRCC
StormReady Certified	Yes	
Weather Radio Reception	Yes	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Yes	GJRCC
Other (e.g., cable override)	Yes	GJRCC/NWS-EAS System
GIS System	Yes	Mesa County
Hazard Data	Yes	
Building Footprints	Yes	Mesa County Building Dept./GIS
Links to Assessor Data	Yes	Access Only
Land Use Designations	Yes	Access Only
Structural Protection Projects	No	
Property Protection Projects	No	
Critical Facilities Protected	Yes	
Natural/Cultural Resources Inventory	Yes	
Public Information Program/Outlet	Yes	
Environmental Education Program	No	

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.340 Community asset inventory.

The following sections assess the population, structures, critical facilities and infrastructure, and other important assets in Mesa County at risk to natural hazards.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.350 Critical facilities and infrastructure.

A critical facility may be defined as one that is essential in providing utility or direction either during the response to an emergency or during the recovery operation. Table 9 displays the inventory of critical facilities in Mesa County. The information is based on available data from the Northwest All Hazard Emergency Management Region.

Table 9: Critical Facilities and Infrastructure

Facility Type	Unincorporated Mesa County	Grand Junction	Collbran	Palisade	Fruita	DeBeque
Ambulance	7	7	2	2	3	2
Bridge	104	27	3	–	6	1
Dam	47	1	–	–	–	–
EOC	1 (not 24/7)	–	–	–	–	–
Communication Towers	40	21	1	–	1	–

Table 9: Critical Facilities and Infrastructure (Continued)

Facility Type	Unincorporated Mesa County	Grand Junction	Collbran	Palisade	Fruita	DeBeque
Fire Station	6	5	2	1	2	1
Govt. Building	2	14	1	1	1	1
Helicopter Staging	–	1	–	–	–	–
911 Communications Center	–	1	–	–	–	–
Medical Facility	–	3	–	–	1	–
Schools						
District 51	15	19	1	2	5	1
Private	3	5				
Water – Wastewater	1	1	1	1	1	1
College – University	–	1	–	–	–	–
Airport	–	1	–	–	–	–

Note: Communication towers include cell towers, radio sites and TV translators. Other facilities in Mesa County, such as locations that hold concerts, sporting events, and other events that attract large numbers of people, may also be at higher risk due to concentrations of people. These events have been identified as part of the Northwest All Hazard Emergency Management regional planning required under Homeland Security.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.360 Natural, historic, and cultural assets.

Assessing the vulnerability of Mesa County to disaster also involves inventorying the natural, historic, and cultural assets of the area. This step is important for the following reasons:

(a) The community may decide that these types of resources warrant a greater degree of protection due to their unique and irreplaceable nature and contribution to the overall economy.

(b) If these resources are impacted by a disaster, knowing so ahead of time allows for more prudent care in the immediate aftermath, when the potential for additional impacts is higher.

(c) The rules for reconstruction, restoration, rehabilitation, and/or replacement are often different for these types of designated resources.

(d) Natural resources can have beneficial functions that reduce the impacts of natural hazards, such as wetlands and riparian habitat, which help absorb and attenuate floodwaters.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.370 Natural resources.

Natural resources are important to include in benefit-cost analyses for future projects and may be used to leverage additional funding for projects that also contribute to community goals for protecting sensitive natural resources. Awareness of natural assets can lead to opportunities for meeting multiple objectives. For instance, protecting wetlands areas protects sensitive habitat as well as attenuates and stores flood-

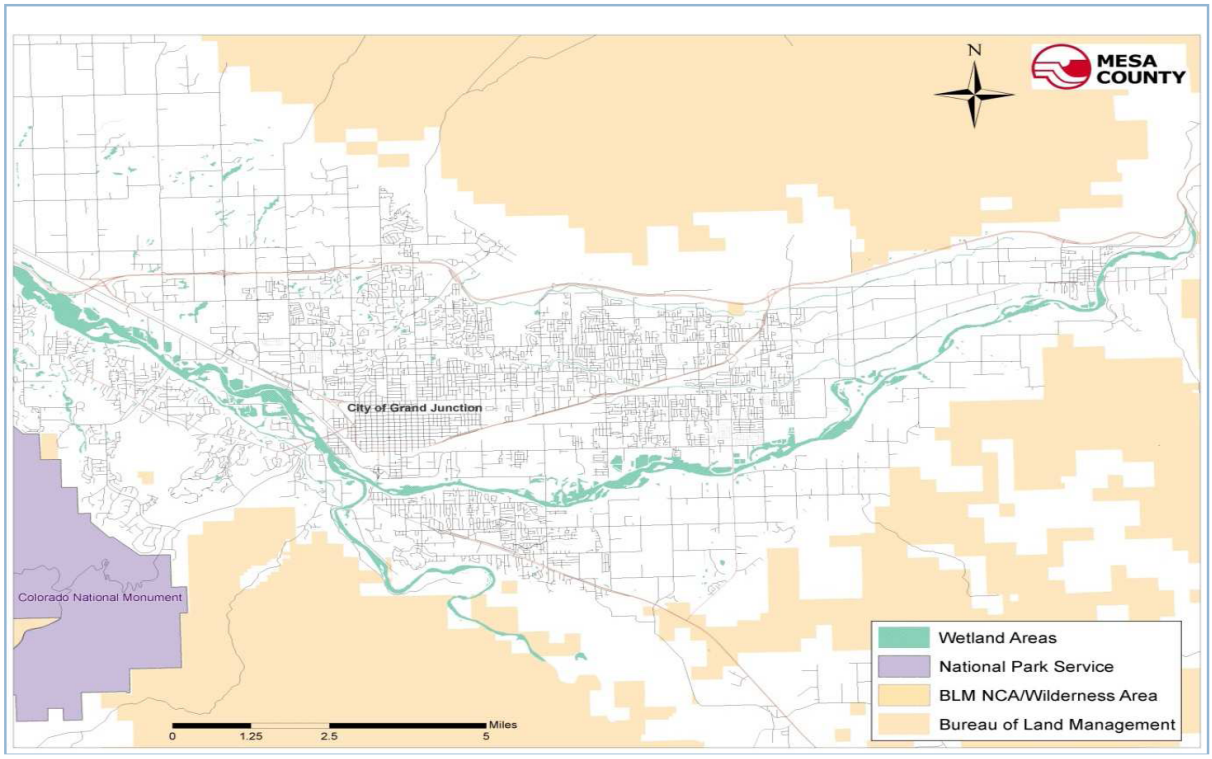
waters. A number of natural resources exist in Mesa County, including wetlands, endangered species, and imperiled plant communities.

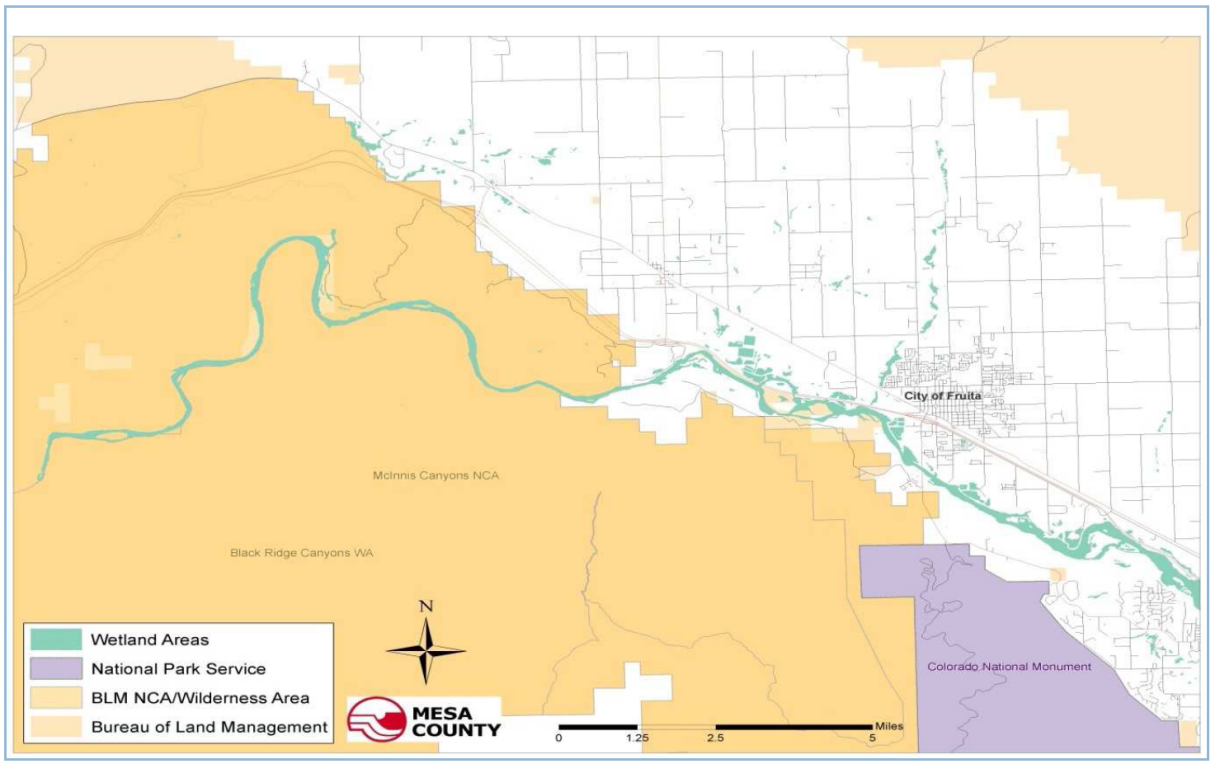
(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.380 Wetlands.

Wetlands are a valuable natural resource for communities, due to their benefits to water quality, wildlife protection, recreation, and education, and play an important role in hazard mitigation. Wetlands reduce flood peaks and slowly release floodwaters to downstream areas. When surface runoff is dampened, the erosive powers of the water are greatly diminished. Furthermore, the reduction in the velocity of inflowing water as it passes through a wetland helps remove sediment being transported by the water. They also provide drought relief in water-scarce areas where the relationship between water storage and stream flow regulation are vital. Figure 19 shows the wetlands that have been identified throughout Mesa County.

Figure 19: Mesa County Wetlands Areas





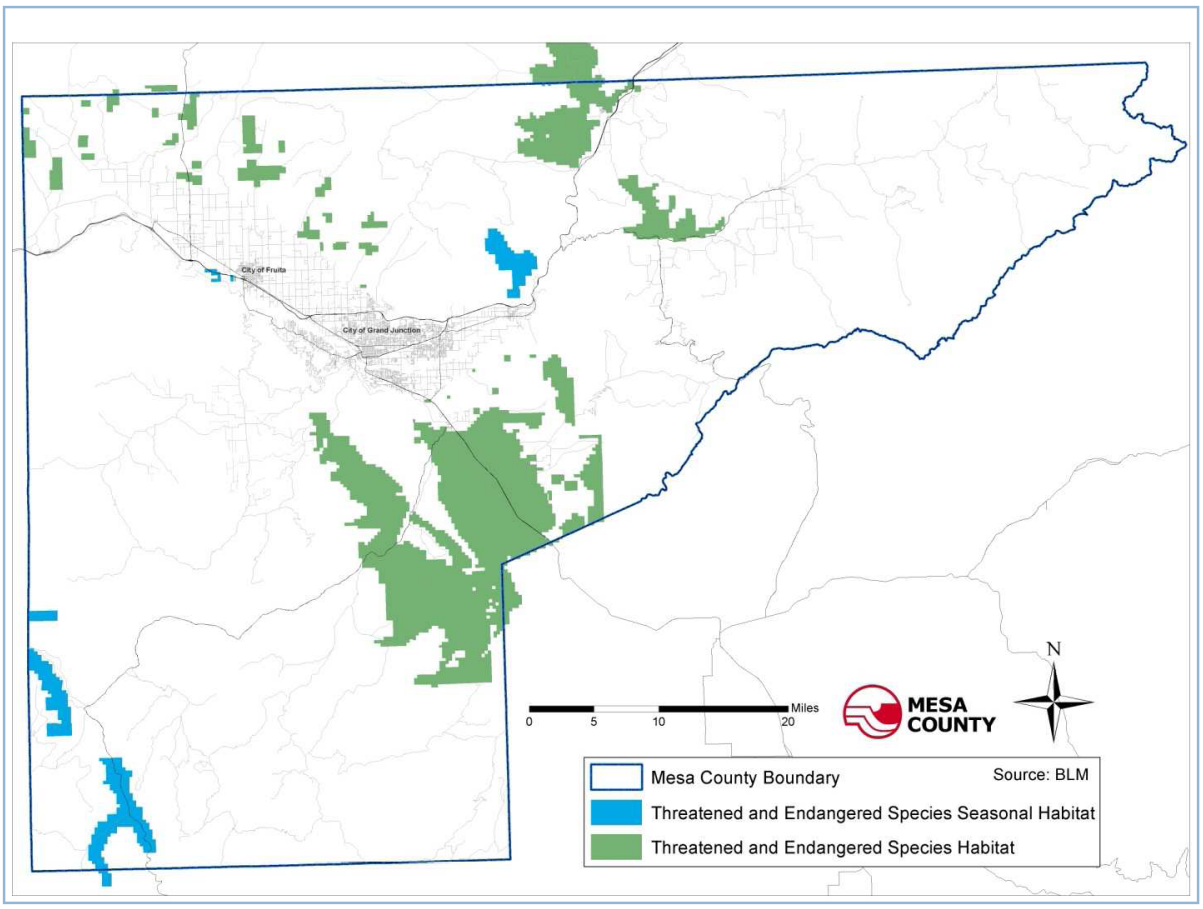
Source: Mesa County GIS

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.390 Endangered species.

An endangered species is any species of fish, plant life, or wildlife that is in danger of extinction throughout all or most of its range. A threatened species is a species that is likely to become an endangered species within the foreseeable future throughout all or a significant portion of its range. Both endangered and threatened species are protected by law and any future hazard mitigation projects are subject to these laws. Candidate species are plants and animals that have been proposed as endangered or threatened but are not currently listed. Figure 20 is a map showing habitats for threatened and endangered species in Mesa County. (Nelson, 2009)

Figure 20: Mesa County Habitats for Threatened and Endangered Species



The Colorado Division of Wildlife provided the following information of wildlife species found in Mesa County that have been given special designations. See Table 10.

Table 10: Endangered Wildlife

Group	Common Name	Scientific Name	Occurrence	Abundance	Status
Amphibians	Boreal Toad	Bufo boreas	Known to occur	Unknown	State Endangered
Amphibians	Northern Leopard Frog	Rana pipiens	Known to occur	Common	State Species of Concern, Federal Review
Amphibians	Woodhouse's Toad	Bufo woodhousii	Known to occur	Common	State Monitored
Birds	American Peregrine Falcon	Falco peregrinus anatum	Known to occur	Rare	State Species of Concern
Birds	Bald Eagle	Haliaeetus leucocephalus	Known to occur	Casual/Accidental	State Threatened
Birds	Ferruginous Hawk	Buteo regalis	Known to occur	Very Rare	State Species of Concern
Birds	Greater Sage Grouse	Centrocercus urophasianus	Known to occur	Unknown	State Species of Concern
Birds	Greater Sandhill Crane	Grus canadensis tabida	Known to occur	Very Rare	State Species of Concern
Birds	Gunnison Sage Grouse	Centrocercus minumus	Known to occur	Rare	State Species of Concern, Federal Threatened
Birds	Least Tern	Sterna antillarum	Known to occur	Unknown	Federal Endangered, State Endangered
Birds	Long-billed Curlew	Numenius americanus	Known to occur	Casual/Accidental	State Species of Concern
Birds	Mountain Plover	Charadrius montanus	Known to occur	Unknown	State Species of Concern
Birds	Plains Sharp-tailed Grouse	Tympanuchus phassianellusjamesii	Known to occur	Unknown	State Endangered
Birds	Southwestern Willow Flycatcher	Empidonax traillii extiums	Known to occur	Rare	Federal Endangered, State Endangered
Birds	Western Snowy Plover	Charadrius alexandrinus nivosus	Known to occur	Unknown	State Species of Concern
Birds	Whooping Crane	Grus americana	Known to occur	Unknown	Federal Endangered, State Endangered
Fish	Bonytail	Gila elegans	County Fish Data Not Kept by NDIS		Federal Endangered, State Endangered
Fish	Razorback Sucker	Xyrauchen texanus	County Fish Data Not Kept by NDIS		Federal Endangered, State Endangered
Fish	Humpback Chub	Gila cypha	County Fish Data Not Kept by NDIS		Federal Endangered, State Endangered
Fish	Colorado Pikeminnow	Ptychocheilus lucius	County Fish Data Not Kept by NDIS		Federal Endangered, State Endangered
Fish	Speckled Dace	Rhinichthys osculus	County Fish Data Not Kept by NDIS		Rangewide Conservation Strategy

Table 10: Endangered Wildlife (Continued)

Group	Common Name	Scientific Name	Occurrence	Abundance	Status
Fish	Flannelmouth Sucker	Catostomus latipinnis	County Fish Data Not Kept by NDIS		Rangewide Conservation Strategy
Fish	Bluehead Sucker	Catostomus discabolus	County Fish Data Not Kept by NDIS		Rangewide Conservation Strategy
Fish	Colorado Roundtail Chub	Gila robusta	County Fish Data Not Kept by NDIS		State Species of Concern
Fish	Colorado River Cutthroat Trout	Oncorhynchus clarki pleuriticus	County Fish Data Not Kept by NDIS		State Species of Concern
Mammals	Kit Fox	Vulpes macrotis	Known to occur	Very Rare	State Endangered
Mammals	Lynx	Lynx canadensis	Likely to occur	Extirpated	Federal Endangered, State Endangered
Mammals	Northern Pocket Gopher	Thomomys talpoides	Known to occur	Common	State Species of Concern
Mammals	River Otter	Lontra canedensis	Known to occur	Rare	State Threatened
Mammals	Townsend's Big-eared Bat	Plecotus townsendii	Known to occur	Uncommon	State Species of Concern
Mammals	White-tailed Prairie Dog	Cynomys leucurus	Known to occur	Fairly Common	Federal Petition/ Review
Mammals	Wolverine	Gulo gulo	Likely to occur	Extirpated	State Endangered
Reptiles	Longnose Leopard Lizard	Gambelia wislizenii	Known to occur	Uncommon	State Species of Concern
Reptiles	Midget Faded Rattlesnake	Crotalus viridis concolor	Known to occur	Uncommon	State Species of Concern

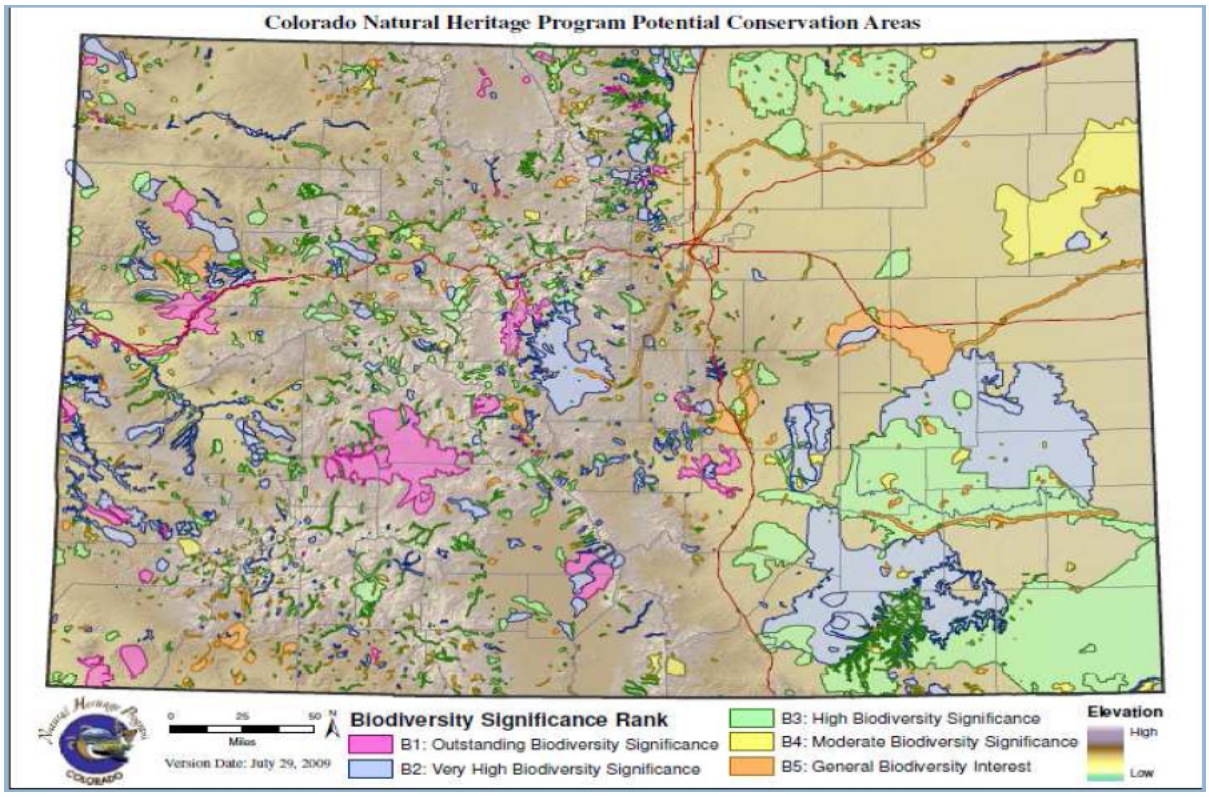
(CODPW, 2015)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.400 Imperiled natural plant communities.

The Colorado Natural Heritage Program (CNHP) tracks and ranks Colorado's rare and imperiled species and habitats, and provides information and expertise on these topics to promote the conservation of Colorado's valuable biological resources. The Statewide Potential Conservation Areas (PCA) map in Figure 21 shows CNHP's best estimate of the primary area required to support the long-term survival of targeted species or natural communities. (About Us: Colorado Natural Heritage Program, 2009)

Figure 21: Potential Conservation Areas



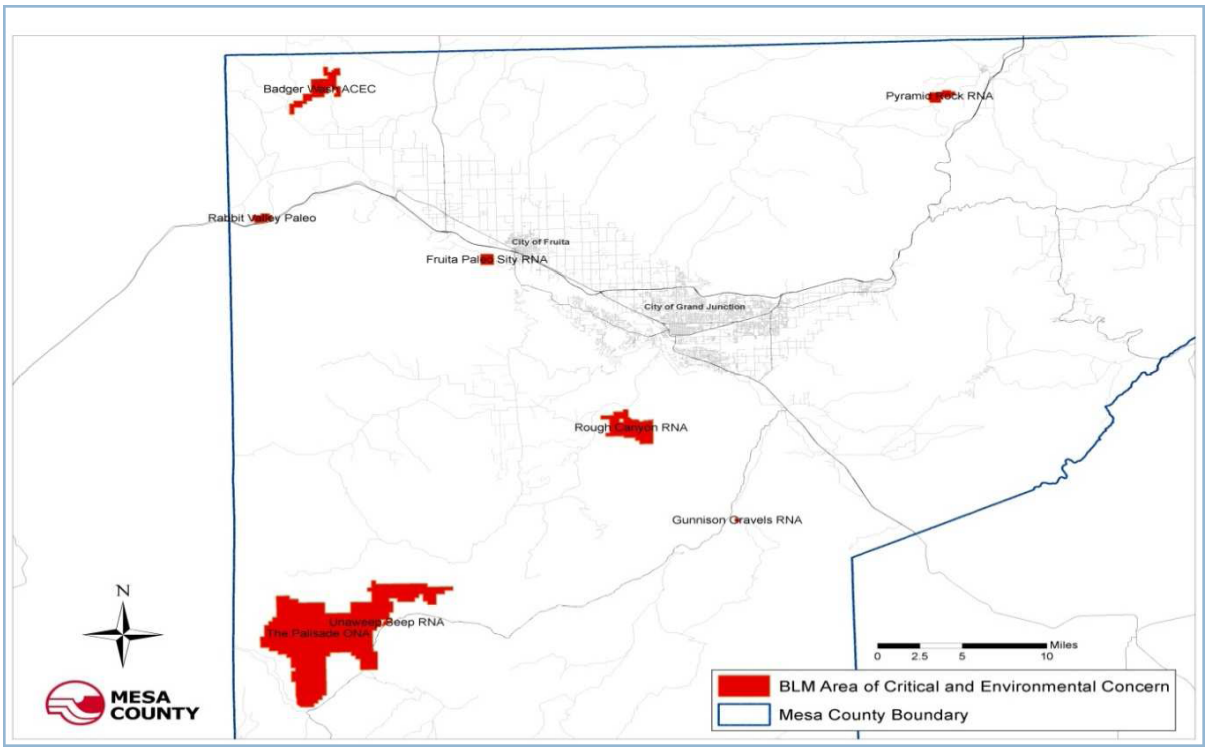
(About Us: Colorado Natural Heritage Program, 2009)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.410 Ecologically sensitive areas.

Figure 22 shows the ecologically sensitive areas in Mesa County where threatened and endangered species and imperiled natural plant communities are most likely found.

Figure 22: Mesa County Ecologically Sensitive Areas



Source: Mesa County GIS

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.420 Historical and cultural resources.

Several national and State historic inventories were reviewed to identify historic and cultural assets in Mesa County:

(a) The National Register of Historic Places is the nation's official list of cultural resources. The National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect historic and archaeological resources. Properties listed include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture. The National Register is administered by the National Park Service, which is part of the U.S. Department of the Interior.

(b) The Colorado State Register of Historic Properties is a listing of the State's significant cultural resources worthy of preservation. Properties listed in the Colorado State Register include individual buildings, structures, objects, districts, and historic and archaeological sites.

(c) Table 11 lists the properties and districts in Mesa County that are on the National Register of Historic Places.

Table 11: National Register of Historic Places in Mesa County

Property Name	City	Location	Date Listed
Colorado National Monument Visitor Center Complex	Mesa County	Colorado National Monument	07/15/2003
Colorado River Bridge	Mesa County	DeBeque Vicinity	10/15/2002
Clifton Community Center and Church	Mesa County	Clifton	06/30/1982
Coates Creek Schoolhouse	Mesa County	Glade Park	02/03/1993
Convicts' Bread Oven	Mesa County	Molina	12/31/1974
Crissey, Herbert and Edith, House	Palisade	218 W. 1st St.	05/18/2003
Cross Land and Fruit Company Orchards and Ranch	Mesa County	3079 F Road	03/28/1980
DeBeque House	DeBeque	233 Denver Ave.	07/28/1995
Denver and Rio Grande Western Railroad Depot	Grand Junction	119 Pitkin Ave.	09/08/1992
Devils Kitchen Picnic Shelter	Mesa County	Colorado National Monument	04/21/1994
Fruita Bridge	Mesa County	Cty. Rd. 17.50 over Colorado River	02/04/1985
Fruita Museum	Fruita	432 E. Aspen	10/10/1996
Grand Valley Diversion Dam	Mesa County	8 miles NE of Palisade	10/08/1991
Handy Chapel	Grand Junction	202 White Ave.	08/19/1994
Hotel St. Regis	Grand Junction	359 Colorado Ave.	10/22/1992
IOOF Hall	DeBeque	4th St. and Curtis Ave.	03/25/1993
Kettle-Jens House	Mesa County	498 32nd Road	05/06/1983
Land's End Observatory	Mesa County	Land's End Road, 10 miles W of CO 65	02/28/1997
Loma Community Hall	Mesa County	1341 Co. Rd. 13, Loma	11/22/1995
Margery Building	Grand Junction	519-527 Main Street	02/24/1993
North 7th Street Historic Residential District	Grand Junction	7th St. between Hill and White Aves.	01/05/1984
Phillips, Harry and Lilly House	Fruita	798 N. Mesa St.	11/13/1997
Pipe Line School	Mesa County	101 16.5 Rd. Glade Park	04/29/1999
Rim Rock Drive Historic District	Grand Junction	Colorado National Monument	04/21/1994
Saddlehorn Caretaker's House and Garage	Grand Junction	Colorado National Monument	04/21/1994
Saddlehorn Comfort Station	Grand Junction	Colorado National Monument	04/21/1994
Saddlehorn Utility Area Historic District	Grand Junction	Colorado National Monument	04/21/1994
Serpents Trail	Grand Junction	Colorado National Monument	04/21/1994

Table 11: National Register of Historic Places in Mesa County (Continued)

Property Name	City	Location	Date Listed
U.S. Post Office	Grand Junction	400 Rood Ave.	01/31/1980
Cayton Ranger Station	Mesa County	White River National Forest, Silt Vicinity	04/27/2005
Calamity Camp	Mesa County	Gateway Vicinity	06/11/2011

(National Register of Historic Places, 2014)

(d) Table 12 identifies the properties and districts in Mesa County that are on the Colorado Office of Archaeology and Historic Preservation site. Those properties listed in Table 11 were also listed on the State list.

Table 12: Mesa County Properties Listed as Archaeology and Historic Preservation Sites

Property Name	City	Location	Date Listed
Stockmens Bank	Collbran	111 Main St.	03/08/1995
Circle Park	Fruita	Fruita Park Sq.	05/14/1997
Fruita Elementary	Fruita	325 E. Aspen St.	03/10/1993
Weckel House	Mesa County	1620 Hwy. 6 and 50	03/13/1996
Driggs Mansion	Mesa County	24505 State Highway 141	09/14/2005
Grand Junction Country Club	Grand Junction	2463 Broadway	09/13/1995
Hurlburt-Knowles House	Mesa County	1151 13 Rd. Loma	08/09/2000
Harlow Gravesite	Mesa County	869 Rapid Creek Rd.	09/13/1995
Bloomfield Site	Mesa County	Whitewater Vicinity	01/20/1983
Coffman House	Mesa County	4000 US Hwy. 50	12/12/2001
Land's End Aboriginal Site	Mesa County	Land's End Road	03/11/1998
Raber Cow Camp	Mesa County	Land's End Road	03/10/1993

(National and State Registers)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.430 Economic assets.

Economic assets at risk may include major employers or primary economic sectors, such as agriculture, whose losses or inoperability would have severe impacts on the community and its ability to recover from disaster. After a disaster, economic vitality is the engine that drives recovery. Every community has a specific set of economic drivers, which are important to understand when planning ahead to reduce disaster impacts to the economy. When major employers are unable to return to normal operations, impacts ripple throughout the community. Table 13 lists the major employers in Mesa County based on the number of employees.

Table 13: Major Employers in Mesa County

Ind	Employer	Employees	Phone #	Web Site
G	Mesa County School District #51	3,000	970-254-5100	www.mesa.k12.co.us
S	St. Mary's Hospital and Medical Center	2,068	970-244-2273	www.stmarygj.org
G	City of Grand Junction	672	970-244-1501	www.gjcity.org

Table 13: Major Employers in Mesa County (Continued)

Ind	Employer	Employees	Phone #	Web Site
G	State of Colorado	995	303-866-2431	www.state.co.us
R	Wal-Mart	859	970-241-6061	www.walmart.com
G	Mesa County – All Departments	980	970-244-1800	www.mesacounty.us
S	Colorado Mesa University	699	970-248-1020	www.coloradomesa.edu
S	City Markets, Inc.	565	970-241-0750	www.citymarket.com
S	StarTek USA, Inc.	600	970-263-7676	www.startek.com
S	Community Hospital	555	970-242-0920	www.yourcommunityhospital.org
S	Hilltop Community Resources, Inc.	526	970-242-4400	www.htop.org
S	Family Health West	447	970-858-9871	www.familyhealthwest.org
S	Rocky Mountain Health Plans	355	970-244-7800	www.rmhp.org
S	Strive	300	970-243-3702	www.strivecolorado.org
S	West Star Aviation	290	970-243-7500	www.weststaraviation.com
S	United Companies	202	970-243-4900	www.united-gj.com
S	Daily Sentinel	220	970-242-5050	www.gjsentinel.com
S	Union Pacific Railroad	187	402-544-1188	www.up.com
R	McDonald's	224	970-245-6420	www.mcdonaldsgrandjunction.com
S	GJ Pipe and Supply	124	970-243-4604	www.gjpipe.com
R	Home Depot	145	970-244-8577	www.homedepot.com
S	Leitner-Poma of America	106	970-241-4442	www.leitner-poma.com
S	Halliburton Energy	700	970-523-3600	www.halliburton.com

(S = Service, R = Retail, G = Government) (Data and Demographics: Grand Junction Economic Partnership, 2009)

(Res. 32-15, 7-1-15; Senate Bill 11-265, 6-6-11; Res. 05-10, 1-6-10)

42.08.440 Vulnerability by hazard.

This section through GJMC 42.08.530 describe overall vulnerability and identify structures and estimates potential losses to buildings, infrastructure, and critical facilities located in identified hazard areas. This assessment was limited to the hazards that were considered moderate or high in planning significance, based on HMPC input and the hazard profiles. Hazards that ranked as "low significance" are not included in the vulnerability assessment. These include the following: expansive soils, hailstorm, land subsidence, and tornado.

Many of the identified hazards, particularly weather related hazards, affect the entire planning area, and specific hazard areas cannot be mapped geographically. For those hazards, which include drought, lightning, and winter weather, the vulnerability is mainly discussed in qualitative terms because data on potential losses to structures is not available.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.450 Avalanche.

Mesa County's vulnerability to avalanches is moderate due to the historical events where loss of life has occurred. Thousands of people are exposed to avalanche risk in Mesa County every winter and spring due to the recreational use of backcountry areas. Motorists along highways are also at risk of injury or death if avalanches sweep across roadways.

(a) Existing Development. Mesa County does not have comprehensive information or mapping of avalanche hazard areas, therefore limiting available data on specific structures at risk or estimate of potential losses to structures.

(b) Future Development. There are no immediate plans to map avalanches in Mesa County.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.460 Dam failure.

Mesa County has a considerable amount of high hazard dams that if a failure of one of these high hazard dams occurred, it would result in loss of life. There is no specific evidence at the time this plan was written to indicate a failure of any dams in Mesa County.

Vulnerability to dam failure is greatest on the Grand Mesa where most of the dams are located and specifically the Town of Collbran which is downstream from many of the dams. A catastrophic dam failure would challenge local response capabilities and require evacuations to save lives. Impacts to life safety will depend on the timely warning of people in the area. Without immediate warning, loss of life could result as well as potentially catastrophic effects to roads, bridges, and homes.

(a) Existing Development. The Mesa County Department of Emergency Management retains copies of emergency action plans for all Class I and Class II dams in the County. The Mesa County Emergency Management Office has also worked with the Grand Junction Regional Communications Center to identify potential evacuation areas if a dam failure were to occur that is built into the reverse 911 system for notification purposes. Due to ongoing security concerns of the dam operators, Mesa County Emergency Management requests that inundation maps not be made part of this public planning process.

(b) Future Development. Efforts to map out additional evacuation areas that would be inundated in the event of a dam failure will continue with the Grand Junction Regional Communications Center. The County and towns should consider the dam failure hazard when permitting development downstream of the Class I and Class II dams.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.470 Drought.

Drought has been a significant issue in Mesa County. It is the one hazard that cannot be controlled yet it has devastating effects that can last for several years. Drought has several impacts to Mesa County including but not limited to: air quality, wildfires, reduction of tourism and recreation activities, and damage to the agriculture industry.

(a) Existing Development. The impacts from drought are nonstructural and generally affect the economy and environment the most. A drought event normally does not impact structures and can be difficult to identify specific hazard areas. Many of the towns use public education efforts to encourage water conservation during the summer months.

(b) Future Development. Vulnerability to drought will increase as population growth increases putting more demands on existing water supplies. Future water use planning should consider increase in population as well as potential impacts of climate change.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.480 Earthquake.

Past earthquake activity in Mesa County has been minimal and most earthquake activity has low magnitude and severity. Earthquake data in Mesa County is limited but some historical information is available through Colorado Mesa University.

(a) Existing Development. By using data from the HAZUS-MH software, information on potential economic and social losses due to an earthquake in Mesa County can be determined. This particular information produces "what if" scenarios (e.g., determines what would happen if an earthquake of a certain magnitude occurred on a particular fault). The earthquake magnitudes used for each fault were the "maximum credible earthquake" as determined by the U.S. Geological Survey.

There are 16 Quaternary aged faults identified by the USGS in Mesa County. There are innumerable older faults that have been identified and presumably older faults which remain hidden from view. The Quaternary aged faults are associated with the Uncompahgre Plateau. The Uncompahgre Plateau extends from Grand County, Utah, northwest of Grand Junction to near the Town of Ridgway, Colorado. The Uncompahgre has as much as 640 meters of uplift. The faults associated with the uplift are in two groups, bordering both the southwest flank and northeast flank of the uplift.

The northeast flank of the Uncompahgre Plateau, near Grand Junction, contains the Redlands Fault complex. This fault shows as much as 240 meters of displacement and can be seen most vividly in the Colorado National Monument. The Colorado Geological Survey has estimated that the largest earthquake possible on the Western Slope of Colorado is magnitude 6.5.

(b) Using the HAZUS-MH program, Emergency Management staff and a Colorado Mesa University faculty member designed and analyzed the following earthquake scenario on the Bridgeport/Cactus Park fault complex in southern Mesa County:

(1) Type: Deterministic, arbitrary.

(2) Attenuation Function: Western U.S. Shallow Crustal Event – Nonextensional.

(3) Magnitude: 5.5.

(4) Epicenter.

(i) Latitude 38.875, Longitude -108.438.

(ii) Depth: one kilometer.

(iii) Width: six kilometers.

(5) Fault Mechanism: Reverse Slip.

(6) Rupture.

(i) Subsurface Length: 5.88844 kilometers.

(ii) Surface Length: 4.02717 kilometers.

(iii) Orientation: 120 degrees.

(iv) Dip Angle: 75 kilometers.

While this is not the worst-case scenario for an earthquake event in Mesa County, it is believed to be a more plausible scenario (Wolny, Martsolf, 2009). Figure 23 provides an illustration of potential ground acceleration from this scenario.

Figure 23: HAZUS Earthquake Scenario

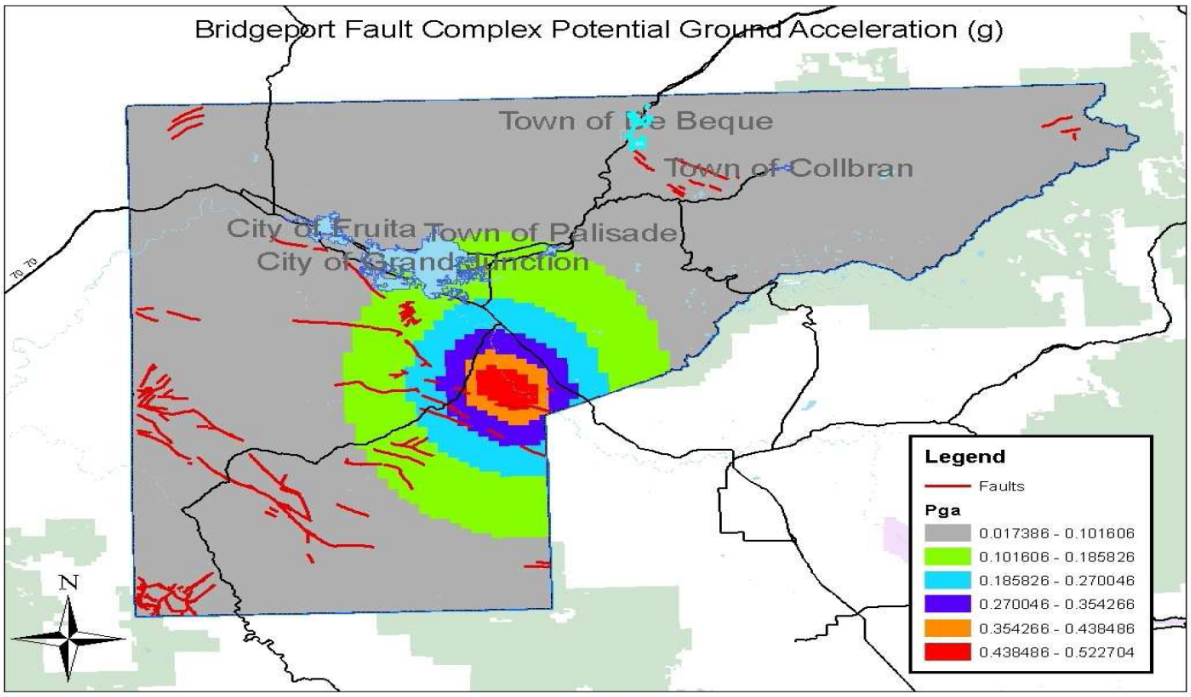


Figure 24 shows how far reaching this type of earthquake would be felt in Mesa County and Figure 25 identifies the area with displaced homes.

Figure 24: Bridgeport Earthquake Ground Motion

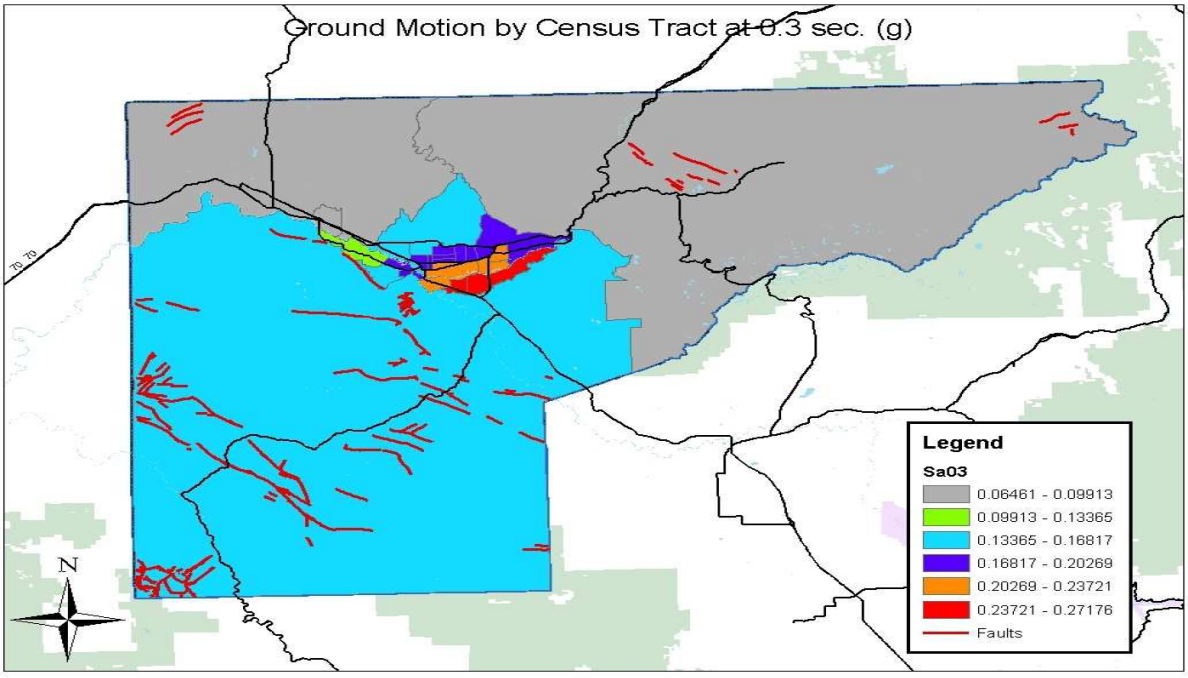
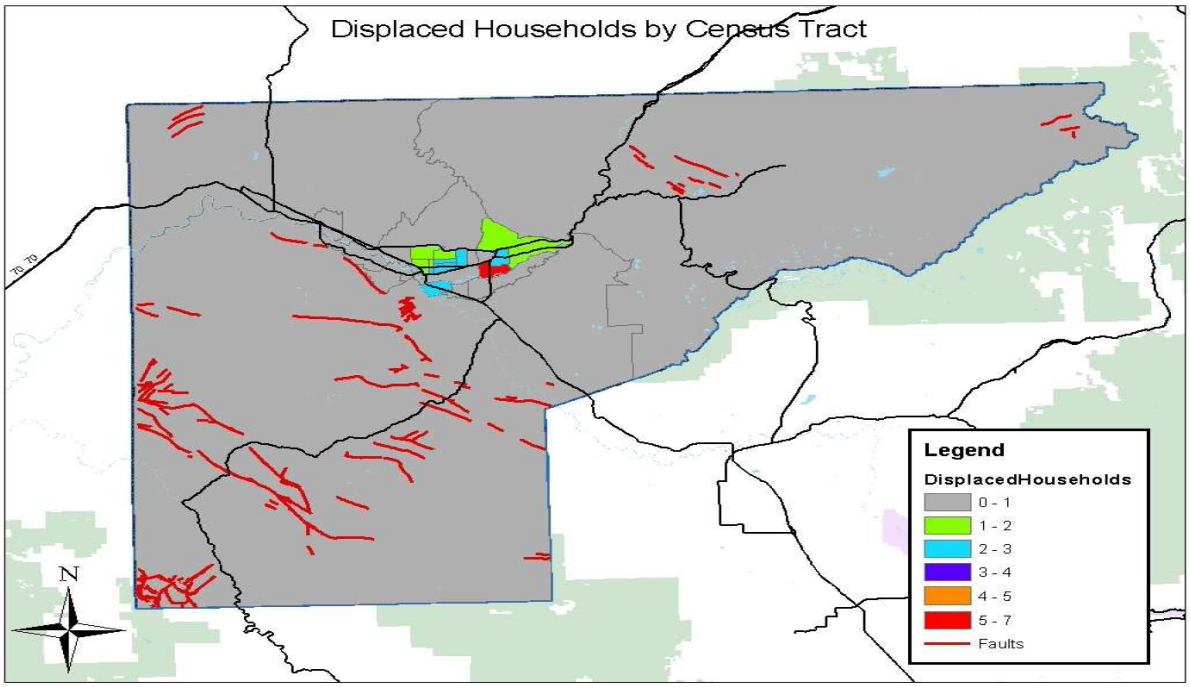


Figure 25: Bridgeport Earthquake Scenario, Displaced Homes



(c) In calculating building damage associated with this type of earthquake, the following HAZUS definitions were used:

(1) *Slight damage.* Small plaster or gypsum board cracks at corners of doors and window openings and wall-ceiling intersections, small cracks in masonry chimneys and masonry veneer.

(2) *Moderate damage*. Larger plaster or gypsum board cracks at corners of door and window openings; small diagonal cracks across shear wall panels exhibited by small cracks in stucco and gypsum wall panels; large cracks in brick chimneys; toppling of tall masonry chimneys.

(3) *Extensive damage*. Large diagonal cracks across shear wall panels or large cracks at plywood joints; permanent lateral movement of floors and roof; toppling of most brick chimneys; cracks in foundations; splitting of wood sill plates and/or slippage of structure over foundations; partial collapse of room-over garage or other soft-story configurations; small foundation cracks.

(4) *Complete damage*. Structure may have large permanent lateral displacement, may collapse, or be in imminent danger of collapse due to cripple wall failure or the failure of lateral load resisting system; some structures may slip and fall off the foundations; large foundation cracks.

Table 14 provides an estimated number of buildings damaged and the extent of damage to the various types of structures using this scenario.

Table 14: Estimated Building Damage from Earthquake

Number of Buildings

	No Damage	Slight Damage	Moderate Damage	Extensive Damage	Complete Damage	Total
Wood	28,677	2,296	384	25	0	31,382
Steel	177	10	5	1	0	193
Concrete	367	27	10	1	0	405
Precast	192	16	13	3	0	224
Reinforced Masonry	3,234	202	133	20	0	3,589
Manufactured Home	2,086	295	156	16	0	2,553
Total	**34,733**	**2,846**	**701**	**66**	**0**	**38,346**

Table 15 identifies the possible economic loss due to the number of damaged or destroyed buildings as a result of this type of earthquake.

Table 15: Direct Economic Loss

Capital Stock Losses			
Structural Damage Loss	Nonstructural Damage Cost	Contents Damage Cost	Inventory Loss
$11,819,000.00	**$37,667,000.00**	**$15,472,000.00**	**$539,000.00**

Income Losses			
Relocation Loss	Capital Related Loss	Wage Losses	Rental Income Loss
$315,000.00	**$2,977,000.00**	**$3,944,000.00**	**$4,520,000.00**

Total Loss
$65,497,000.00

(d) Much of the County's recent development has building codes in place which reduce the risk of structural damage. However, historical buildings constructed of unreinforced masonry are most vulnerable to seismic ground shaking. Downtown Grand Junction is one of the areas most vulnerable to a seismic event due to older construction.

Similar to calculating damage to buildings, the analysis also allows us to estimate possible injuries sustained during a 5.5 magnitude earthquake in this area as shown in Table 16. HAZUS injury definitions are defined as the following:

(1) *Severity 1*. Injuries requiring basic medical aid without requiring hospitalization.

(2) *Severity 2*. Injuries requiring a greater degree of medical care and hospitalization, but not expected to progress to a life-threatening status.

(3) *Severity 3*. Injuries that pose an immediate life-threatening condition if not treated adequately and expeditiously. The majority of these injuries are the result of structural collapse and subsequent collapse or impairment of the occupants.

(4) *Severity 4*. Instantaneously killed or mortally injured.

Table 16: Possible Injuries Sustained in Earthquake

	Injury Severity Level				
Casualties at 2:00 a.m. event	Severity 1	Severity 2	Severity 3	Severity 4	Total
Commuting	0	0	0	0	0
Commercial	0	0	0	0	0
Educational	0	0	0	0	0
Hotels	0	0	0	0	0
Industrial	0	0	0	0	0
Other – Residential	7	1	0	0	8
Single-Family	14	2	0	0	16
Total Casualties – 2:00 a.m.	21	3	0	0	24

Casualties at 2:00 p.m. event	Severity 1	Severity 2	Severity 3	Severity 4	Total
Commuting	0	0	0	0	0
Commercial	13	2	0	0	15
Educational	3	0	0	0	3
Hotels	0	0	0	0	0
Industrial	2	0	0	0	2
Other – Residential	1	0	0	0	1
Single-Family	3	0	0	0	3
Total Casualties – 2:00 p.m.	22	2	0	0	24

Casualties at 5:00 p.m. event	Severity 1	Severity 2	Severity 3	Severity 4	Total
Commuting	0	0	0	0	0
Commercial	10	1	0	0	11
Educational	0	0	0	0	0
Hotels	0	0	0	0	0
Industrial	1	0	0	0	1
Other – Residential	3	1	0	0	4
Single-Family	5	1	0	0	6
Total Casualties – 5:00 p.m.	19	3	0	0	22

(e) Future Development. All jurisdictions within Mesa County have adopted building codes. Building codes substantially reduce the costs of damage to future structures from earthquakes. It is highly recommended that a specific study be done on the liquefaction hazards found within the Grand Valley. This is the single most important unknown in assessing the vulnerability of earthquakes in Mesa County.

(Res. 32-15, 7-1-15; Senate Bill 11-265, 6-6-11; Res. 05-10, 1-6-10)

42.08.490 Floods.

Floods affect most of the communities in Mesa County and will continue to occur in the future. Floods can be critical in their magnitude and may cause deaths and damage to property and infrastructure.

(a) Existing Development. In 2005, Mesa County entered FEMA's map modernization program to develop digital flood insurance rate maps (DFIRMs) in partnership with State and federal agencies. Mesa County has received a copy of the preliminary copies of the Digital Flood Insurance Rate Map (DFIRM) and Flood Insurance Study (FIS) report. The preliminary report is in a Countywide format, which means that flood hazard information for all jurisdictions within Mesa County have been included on one DFIRM and one FIS report.

Analysis was done for each community in Mesa County to determine the proportion of value of buildings in the hazard areas that were identified by the HMPC. The GIS system was used by selecting parcels that have their center within the City or Town limits, then by making a subselection of parcels that have their center within the areas subject to flooding. Structure value is based on the actual value of improvements. Specific information regarding flood losses is identified in the jurisdiction's annex.

(b) Floodplain Management. The purpose of the Mesa County floodplain management program is to assist property owners with any improvements in the floodplain. The County's goal is to help minimize property damage to residents of Mesa County during flood events. Mesa County wants to ensure that life, property, including natural resource values and/or new improvements, are safe during flood events and that any structures or improvements in the floodplain will not cause additional drainage problems.

Regulations are in place to ensure that proposed improvements will not cause flooding problems upstream and/or downstream. Every manmade structure or improvement constructed within the floodplain area requires a floodplain development permit prior to beginning construction. A floodplain development permit authorizes a specific activity within the regulatory floodplain while minimizing the likelihood of property damage to buildings or improvements in the event of a flood. (County, Mesa County Public Works, Stormwater Management, 2009)

The National Flood Insurance Program (NFIP) is a federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses. A jurisdiction's eligibility to participate is premised on their adoption and enforcement of State and community floodplain management regulations intended to prevent unsafe development in the floodplain, thereby reducing future flood damages. Thus, participation in the NFIP is based on an agreement between communities and the federal government. If a community adopts and enforces a floodplain management ordinance to reduce future flood risk to new construction in floodplains, the federal government will make flood insurance available within the community as a financial protection against flood losses. Currently all of the communities in and including Mesa County participate in the National Flood Insurance Program.

(c) Future Development. Management of storm water is important to the communities in Mesa County. As mandated under the Clean Water Act, the U.S. Environmental Protection Agency has developed a National Pollutant Discharge Elimination System storm water permitting program. Phase II of this program addresses smaller urbanized areas, such as the Grand Valley. Currently the jurisdictions in Mesa County have identified areas where Phase II regulations are to be implemented, requiring storm water construction permits. (County, Mesa County Public Works, Stormwater Management, 2009)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.500 Landslide, mudflow/debris fall, rockfall.

In Mesa County, vulnerability to landslides primarily occurs along roadways, where the hazard could cause deaths or injuries. Road closures due to landslide events also affect the County economically.

(a) Existing Development. Under the Mesa County Land Development Code, Chapter 7, any proposed land use or development must identify hazard areas, i.e., floodplains, drainage areas, steep slope areas, geological fault areas, and other areas hazardous to life or property. Such proposals will require an evaluation to determine the degree to which the proposed activity will:

(1) Expose any person, including occupants or users of the proposed use or development, to any undue natural hazard.

(2) Create or increase the effects of natural hazard areas or other improvements, activities or lands.

(3) Impact the natural environment and be unduly destructive to the natural resources of an area.

Regulations also require proposed land uses to address soil, erosion, and surface geologic characteristics of the development site through proper design, engineering and construction. (County, Mesa County Planning Division, 2014)

Potential losses for the landslide areas in Mesa County were estimated using Mesa County GIS and assessor's data and were examined in terms of values and critical facilities at risk. Detailed information pertaining to specific jurisdictions is found in that jurisdiction's annex.

(b) Future Development. The severity of landslide problems is directly related to the extent of human activity in hazard areas. Adverse effects can be mitigated by early recognition and avoiding incompatible land uses in these areas or by corrective engineering. The mountainous topography of the County presents considerable constraints to development, most commonly in the form of steep sloped areas. These areas are vulnerable to disturbance and can become unstable. Most of these areas are adjacent to roadway systems that are heavily used. Continued adherence to the Land Development Code is necessary.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.510 Lightning.

Lightning events are likely to occur throughout Mesa County and can result in deaths and destruction of property. Consequences of lightning may have destructive effects on power and information systems. Failure of these systems would have cascading effects throughout the County and could possibly disrupt other critical infrastructure such as water treatment facilities. Because lightning can occur anywhere in the County, data was not available to identify specific structures at risk or estimate potential losses.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.520 Severe winter weather.

(a) Existing Development. Winter storms can create significant public safety concerns and cause significant impacts to the local economy due to a disruption in the transportation of goods. On occasion, winter storms can overwhelm snow removal efforts, transportation, livestock management and business and commercial activities.

From previous events, Mesa County Emergency Management staff has identified the County's elderly population as a significantly vulnerable population during winter storms especially when utility outages are associated with winter storms.

(b) Future Development. Population growth in the County will increase potential problems with traffic and snow removal, thereby putting pressure on local governments and emergency services. The Grand Valley does not typically experience significant winter storms; however, it has experienced utility outages associated with severe weather. Future efforts should be made to identify populations at risk and determine special needs.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.530 Wildfire.

(a) Existing Development. Past mitigation projects include a detailed, on the ground, wildfire hazard risk assessment for approximately 450 structures including private residences and outbuildings within the jurisdictions of Lower Valley Fire Protection District, Grand Junction Rural Fire Protection District and unincorporated Mesa County. Each structure was evaluated based on potential fuels, slope, aspect, fire disturbance regimes, access/egress, water supply, and structure ignitability. This data was compiled and incorporated into the County's GIS system.

The GIS data shows structures that have been rated as to overall risk of wildfire, as well as those areas deemed most appropriate for wildland fire hazard mitigation efforts on both federal and non-federal lands within this area. This information is used to aid local fire departments and federal agencies in preparing fuels mitigation projects and preplanning fire prevention and protection strategies. This assessment also serves as the basis for public information and education efforts directed primarily by the Colorado State Forest Service and participating jurisdictions to encourage private property owners to participate in Firewise and other mitigation efforts to protect their property.

Mesa County Land Development Code specifically addresses development standards in hazard areas. All new development located on lands rated as medium or higher wildfire hazard shall be developed using defensible spacing standards. (County, Mesa County Planning Division, 2014)

(b) Future Development. Many areas in Mesa County now have an increased wildfire threat in areas where fire was not a problem in the past. This is due to a combination of irrigation and the introduction of nonnative plants. Nonnative tamarisk and Russian olive have invaded drainage areas. Excess undrained irrigation water has created thick unbroken stands of vegetation throughout the Grand Valley. These stands of tamarisk and Russian olive burn readily and pose a threat to homes and other structures. (Paul, 2009)

Additional wildfire assessments need to be conducted across Mesa County. Several areas are at significant risk to wildland fire and more education of property owners on how to create a defensible space around their homes and other structures is needed. Once the assessments have been completed, on the ground efforts to create defensible spacing or thinning of areas with substantial overgrowth need to be completed.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.535 Changes in development.

Between 2010 to 2014, there were 294 new subdivision plats recorded in Mesa County accounting for 1,070 subdivision lots. These new subdivision lots are distributed as detailed as follows:

(a) City of Grand Junction: 604.

(b) City of Fruita: 49.

(c) Town of Palisade: 8.

(d) Town of DeBeque: 0.

(e) Town of Collbran: 2.

(f) Unincorporated Mesa County: 407.

The number of building permits issued for the unincorporated area of Mesa County is reflected in the following table.

	2010	2011	2012	2013	2014
Commercial Permits	18	8	12	7	9
Residential Permits	148	148	203	194	228

Individual community profiles contain additional information on new development within each respective community.

(Res. 32-15, 7-1-15)

Article V. Mitigation Strategy

42.08.540 Mitigation strategy.

44 CFR Requirement Section 201.6(c)(3): The plan shall include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

This article presents the mitigation strategy developed by the Mesa County Hazard Mitigation Planning Committee (HMPC) based on the County's risk assessment. The mitigation strategy was developed through a collaborative group process and consists of goals, objectives, and mitigation actions. The following definitions are based upon those found in FEMA publication 386-3, *Developing a Mitigation Plan (2002)*:

(a) *Goals*. General guidelines that explain what you want to achieve. Goals are defined before considering how to accomplish them so that they are not dependent on the means of achievement: They are usually long-term, broad, policy-type statements.

(b) *Objectives*. Define strategies or implementation steps to attain the identified goals that are specific and measurable.

(c) *Mitigation actions*. Specific actions that help achieve goals and objectives.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.550 Goals and objectives.

The HMPC developed goals and objectives to provide direction for reducing hazard-related losses in Mesa County that were based on the results of the risk assessment. Through discussions at the second planning meeting, the HMPC identified a variety of possible goals.

(a) Goal 1. Reduce risk to the people, property, and environment of Mesa County from the impacts of natural hazards.

  (1) Minimize the vulnerability of existing and new development to hazards.

  (2) Increase education and awareness of hazards and risk reduction measures.

  (3) Improve comprehensive wildfire planning, funding, and mitigation.

  (4) Strengthen floodplain management programs.

  (5) Enhance assessment of multi-hazard risk to critical facilities and infrastructure.

(b) Goal 2. Minimize economic losses.

  (1) Strengthen disaster resistance and resiliency of businesses and employers.

  (2) Promote and conduct continuity of operations and continuity of governance planning.

  (3) Reduce financial exposure of County and municipal governments.

(c) Goal 3. Implement the mitigation actions identified in this plan.

  (1) Engage collaborative partners, including community organizations, businesses, and others.

  (2) Integrate mitigation activities into existing and new community plans and policies.

(3) Monitor, evaluate, and update the mitigation plan.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.560 Identification and analysis of mitigation actions.

44 CFR Requirement Section 201.6(c)(3)(ii): The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.

The HMPC representatives present at the third meeting identified, discussed, and prioritized potential mitigation actions. Representatives chose to focus on the top three hazards with an overall ranking of "High" to develop hazard specific mitigation actions. The three high hazards are: flooding, wildfire, and landslides-rockfalls. At the time the mitigation actions are complete, additional mitigation goals and actions will be developed for the remaining hazards. The additional hazards include: avalanche, dam failure, drought, hazardous materials, lightning, and severe winter weather. It is important to note that many of the final mitigation actions are multi-hazard actions designed to reduce potential losses from all types of hazard events.

The HMPC discussed the key issues for each priority hazard and discussed potential mitigation alternatives. The mitigation strategy worksheet (worksheet #4) was used to identify all possible mitigation actions for each of the three high hazards. Possible actions were discussed and eventually prioritized for the appropriate jurisdictions.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.570 Implementation of mitigation actions.

44 CFR Requirement Section 201.6(c)(3)(ii): The mitigation strategy shall include an action strategy describing how the actions identified in paragraph (c)(2)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefits review of the proposed projects and their associated costs.

Representatives prioritized the various mitigation actions based on the hazard that would be mitigated, cost estimate, and benefits to completing the mitigation actions preventing further loss, and possible funding opportunities for the actions. The process of identification and analysis of mitigation alternatives allowed the HMPC to come to consensus and to prioritize the recommended actions.

The Disaster Mitigation Act regulations state that cost-benefit review is the primary method for mitigation projects to be prioritized. Recognizing the federal regulatory requirement to prioritize by cost-benefit, and the need for any publicly funded project to be cost-effective, the HMPC decided to pursue implementation according to when and where damage occurs, available funding, political will, and jurisdictional priority.

The mitigation actions developed by the HMPC are listed in Table 17. The HMPC came to consensus on which departments and representatives are responsible for completing an implementation worksheet for each identified mitigation action. The worksheets document background information, cost estimates, benefits, and timeline for each action.

Table 17: Mitigation Action Matrix

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Multi-jurisdictional	Coordinate annual reviews.	High	Goal 3	Multi-Hazard

Table 17: Mitigation Action Matrix (Continued)

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Multi-jurisdictional	Continue public involvement in mitigation activities.	High	Goal 1	Multi-Hazard
Multi-jurisdictional	Coordinate and complete a continuity of operations/continuity of governance (COOP/COG) plan.	High	Goal 2	Multi-Hazard
Multi-jurisdictional	Identify and prioritize fuel reduction projects around critical facilities and infrastructure in wildfire hazard areas. Community education regarding the risk of wildfires.	High	Goal 1	Wildfire
Town of Palisade: Fire Department	Create a fire mitigation plan to protect vital raw water supplies and infrastructure. Conduct on the ground mitigation to reduce the potential for wildfire.	High	Goal 1, 2	Wildfire
Multi-jurisdictional	Incorporate information contained in Hazard Mitigation Plan into other planning mechanisms, when appropriate.	High	Goal 1, 2	Multi-Hazard
Multi-jurisdictional	Project includes two detention basins and 535 feet of box culvert improvements that will remove 269 structures from 100-year floodplain, including two churches and one elementary school, and decrease emergency response arterial inundation (Hwy. 50) by 0.43 feet (Orchard Mesa Detention and Conveyance Improvements).	Medium	Goal 1, 2	Flooding
Mesa County	Adobe Creek: Overbank flooding of properties is common during small events. Project will upgrade 13 structures and 2.5 miles of channel to achieve flow capacity for 10-year event level.	Medium	Goal 1, 2	Flooding
Multi-jurisdictional	Project will construct a 75.5 acre-foot reservoir above I-70 on Bosley Wash to reduce peak 100-year discharge from 1,727 CFS to 50 CFS, thereby eliminating downstream flooding.	Medium	Goal 1, 2	Flooding
Mesa County	Douglas Wash: The existing drainage way and crossing structures are undersized and cannot convey the 100-year storm event. More than 55 properties are within the flooding area as a result. A study was completed and the recommended solution was to construct detention areas to control the flow within the channel.	Medium	Goal 1, 2	Flooding

Table 17: Mitigation Action Matrix (Continued)

Mitigation Action Matrix				
Jurisdiction	**Action**	**Priority**	**Goals Addressed**	**Hazards Addressed**
Multi-jurisdictional	Mitigation project for the upper and lower portions of the Leach Creek drainage. These projects would provide mitigation to flood events for the area of Leach Creek above the confluence with Ranchmen's Ditch.	Medium	Goal 1, 2	Flooding
Mesa County, City of Grand Junction, City of Fruita, Town of Palisade	NFIP Compliance: Jurisdictions will incorporate and reference DFIRM maps in regulations as new floodplains are mapped. Audits of regulations will ensure compliance with NFIP in all program areas.	Medium	Goal 1	Flooding
Multi-jurisdictional	Identify and map geologic hazard zones and incorporate into master planning.	Medium	Goal 1, 3	Landslide-Rockfall-Mudflow-Debris flow
Multi-jurisdictional	Real time rainfall data is lacking in Mesa County. An automated rainfall ALERT network would allow real time rainfall data access by local officials and National Weather Service forecasters for more timely flash flood warnings.	Medium	Goal 1, 3	Flooding
Multi-jurisdictional	A Basin Master Plan for Big Salt Wash will be completed. The plan will identify at risk properties, conveyance and detention mitigation alternatives and costs.	Low	Goal 1	Flooding
Multi-Jurisdictional	StormReady Recertification: Complete actions necessary to maintain StormReady Certification.	Medium	Goal 1	Multi-Hazard
Multi-Jurisdictional	Community Resilience Planning: Develop the ability to function and sustain critical systems; adapt to changes in the physical, social, or economic environment; be self-reliant if external resources are limited or cut off.	Medium	Goal 1, 2, 3	Multi-Hazard
Town of Palisade	Fuel and debris reduction: Remove overgrowth, slash, and debris from steep river bank.	High	Goal 1	Wildfire, Flooding
DeBeque FPD	District wildland Fire Assessment: Assess wildland-urban interface issues in district	Medium	Goal 1	Wildfire
DeBeque FPD	Reduce amount of fuels residents pile up for burning in and around the Town of DeBeque by establishing a wood chipping program	Medium	Goal 1	Wildfire

Note: Multi-jurisdictional includes all jurisdictions requesting approval of plan.

(a) Mitigation Action: Multi-Jurisdictional – 1: Plan Maintenance and Implementation.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action item: Coordinate annual reviews of the Mesa County Multi-Hazard Mitigation Plan to monitor, evaluate, and update the plan.

(3) Priority: High.

(4) Issue/background: The Hazard Mitigation Planning Committee formed to develop the Mesa County Multi-Hazard Mitigation Plan needs to continue to exist and be comprised of a broad base of stakeholders. Holding biannual meetings will help keep the plan action-oriented and will assist in a more effective five-year update process. This action will also implement the process for monitoring, evaluating, and updating the plan.

(5) Implementation: The Mesa County Emergency Manager will schedule and facilitate these meetings. The committee will need to establish a meeting schedule and framework for continuity. These concepts will be presented to the group by email with a meeting date planned for the future. The first meeting will occur in July 2015. Biannual reviews may be combined with other meetings, such as multi-agency coordination group meetings.

(6) Responsible agency: Mesa County Emergency Management Department.

(7) Partners: All agencies and jurisdictions identified as the Hazard Mitigation Planning Committee.

(8) Potential funding: Mesa County Emergency Management.

(9) Cost estimate: Staff time.

(10) Benefits.

(i) Continue to build relationships and understanding of the important issues involved in mitigation planning.

(ii) Improve communication and coordination between the County and participating jurisdictions/agencies.

(iii) Keep plan current and accurate.

(11) Timeline: First meeting scheduled for July 2015 and every six months after.

(b) Mitigation Action: Multi-Jurisdictional – 2: Public Involvement in Mitigation Activities.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Continue public involvement process in mitigation activities.

(3) Priority: High.

(4) Implementation: The Mesa County Emergency Management Department will prepare and conduct a series of presentations focused upon coordination and improvements of mitigation activities.

Through Mesa County's Public Relations personnel, local media will be used to announce progress on the mitigation plan and future mitigation activities. Additional educational information materials will be used and will include: fact sheets, public service announcements, and presentations to specific groups. Flooding, landslides/rockfall, and wildfires are priority hazards for such information.

(5) Responsible agency: Mesa County Emergency Management Department.

(6) Partners: All participating local governments, special districts, authorities and local media sources.

(7) Potential funding: Mesa County and participating jurisdictions/agencies.

(8) Cost estimate: Staff time and media costs.

(9) Benefits:

(i) Increase public education and awareness.

(ii) Improve communication and coordination.

(iii) Build relationships and encourage a better understanding of the important issues involved in mitigation planning.

(10) Timeline: Ongoing.

(c) Mitigation Action: Multi-Jurisdictional – 3: Coordination of a Continuity of Operations/Continuity of Governance Plan.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Complete a comprehensive inventory and vulnerability analysis of critical infrastructure and coordinate multi-jurisdictional continuity of operations/continuity of governance (COOP/COG) planning.

(3) Priority: High.

(4) Issue/background: The Mesa County Emergency Management Department and City of Grand Junction staff has been engaged in a COOP/COG planning process, which was scheduled to be completed for the County government by December 2009. This process was disrupted by organizational structure changes and has not yet been reinstated.

(5) Implementation: The County will work with local governments and special districts to encourage their investment and implementation of similar work for their organizations and critical infrastructure. Mesa County and the City of Grand Junction are invested in this planning.

(6) Responsible agency: Mesa County Emergency Management Department/City of Grand Junction.

(7) Partners: All local governments and special districts.

(8) Potential funding: Mesa County and participating jurisdictions.

(9) Cost estimate: Staff time.

(10) Benefits.

(i) Identify critical functions/services provided by local government/special districts.

(ii) Prevent loss of service.

(iii) Protect human health and safety.

(11) Timeline: Mesa County will begin this process in 2015.

(d) Mitigation Action: Multi-Jurisdictional – 4: Community Education Regarding the Risk of Wildfires.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Identification of fuel reduction projects around critical facilities and infrastructure in wildland-urban interface areas.

(3) Priority: High.

(4) Issue/background: At present times, wildfires are caused mainly by humans and lightning. Each year significant issues arise for Fire Protection Districts/Agencies regarding agriculture burning without proper permits.

(5) Implementation: Fire Protection Districts/Agencies will pull together information discussing the process for obtaining an agriculture burn permit and discuss the advantages to ensuring property owners use defensible spacing around structures on their property.

(6) Responsible agency: All Fire Districts/Departments.

(7) Partners: All Fire Districts, Colorado State Forest Service, Bureau of Land Management, and Mesa County Sheriff's Department.

(8) Potential funding: Fire Districts/Departments, grants.

(9) Cost estimate: $4,400 for ad campaigns and permits.

(10) Benefits.

(i) Improve communication and coordination.

(ii) Protect public health and safety.

(iii) Reduce future losses.

(iv) Prevent duplication of efforts.

(11) Timeline: Ongoing.

(e) Mitigation Action: Town of Palisade Fire Department – 1: Fire Mitigation Plan for Town's Watershed.

(1) Jurisdiction: Town of Palisade.

(2) Action title: Implementation of a fire mitigation plan to reduce fuels and protect vital raw water supplies and infrastructure.

(3) Priority: High.

(4) Issue/background: The Town of Palisade's watershed has been threatened by wildfire in recent years. The Town of Palisade has developed a plan to reduce fuel sources that threaten the watershed if a wildfire were to start in the area.

(5) Implementation: Mechanical thinning and pruning will be used where practical with hand work applied to areas of steep terrain or poor vehicle access. Prescribed burning will be applied as appropriate and existing roads and pipeline routes will provide for fuel breaks. All slash will be removed, burned or mulched.

(6) Responsible agency: Town of Palisade Fire Department.

(7) Partners: Town of Palisade Road and Bridge Department, Colorado State Forest Service, Bureau of Land Management, private land owners.

(8) Potential funding: Colorado State Forest Service Grant, Town of Palisade.

(9) Cost estimate: $150,000.

(10) Benefits.

(i) Protect the Town of Palisade's watershed.

(ii) Prevent future losses to the Town of Palisade.

(iii) Protect public health and safety.

(iv) Create habitat and an improved environment.

(11) Timeline: Ongoing, estimated completion in 2015.

(f) Mitigation Action: Multi-Jurisdictional – 1: Incorporate Plan Information Into Other Planning Mechanisms.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Incorporate information contained in Hazard Mitigation Plan into other planning mechanisms, when appropriate.

(3) Priority: High.

(4) Issue/background: Jurisdiction planning mechanisms should consider natural hazards and mitigation strategies in planning process.

(5) Implementation: Stakeholder interviews during plan development.

(6) Responsible agency: Mesa County Emergency Management Department.

(7) Partners: Mesa County, City of Grand Junction, City of Fruita, Town of Palisade, Town of Collbran.

(8) Potential funding: Mesa County Emergency Management.

(9) Cost estimate: Staff time.

(10) Benefits.

(i) Continue to build relationships and understanding of the important issues involved in mitigation planning.

(ii) Improve communication and coordination between the County and participating jurisdictions/agencies.

(11) Timeline: Ongoing.

(g) Mitigation Action: Multi-Jurisdictional – 6: Orchard Mesa Detention and Conveyance Improvements.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Build two detention basins and make improvements to culvert.

(3) Priority: Medium.

(4) Issue/background: With the construction of two detention basins and 535 feet of box culvert improvements, 269 structures including two churches and one elementary school will be removed from the 100-year floodplain. This will also decrease emergency response arterial inundation (Highway 50) by 0.43 feet.

(5) Implementation: The 5-2-1 Drainage Authority will make application to the Pre-Disaster Mitigation Grant funds and begin design phases.

(6) Responsible agency: 5-2-1 Drainage Authority.

(7) Partners: City of Grand Junction and Mesa County governments.

(8) Potential funding: Funding sources not yet identified.

(9) Cost estimate: $4,150,000.

(10) Benefits.

(i) Remove a significant amount of structures out of the 100-year floodplain.

(ii) Decrease emergency response arterial inundation.

(h) Mitigation Action: Multi-Jurisdictional – 7: Increase Flow Capacity on Adobe Creek with Conveyance Improvements.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Increase Adobe Creek flow capacity.

(3) Priority: Medium.

(4) Issue/background: Overbank flooding of properties is common during small events. This project will upgrade 13 structures and 2.5 miles of channel to achieve flow capacity for 10-year event level.

(5) Implementation: 5-2-1 Drainage Authority will identify the 13 structures that will be updated in this project and begin developing design standards to increase flow capacity.

(6) Responsible agency: 5-2-1 Drainage Authority.

(7) Partners: City of Fruita and Mesa County.

(8) Potential funding: City of Fruita, Mesa County CIP, grants.

(9) Cost estimate: $7,873,000.

(10) Benefits.

(i) Increase flow capacity along Adobe Creek and reduce overbank flooding.

(ii) Thirteen structures will be upgraded.

(11) Timeline: Not yet determined.

(i) Mitigation Action: Multi-Jurisdictional – 8: Construction of Reservoir on Bosley Wash.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Construct reservoir to reduce peak discharge to eliminate downstream flooding.

(3) Priority: Medium.

(4) Issue/background: Project will consist of constructing a 75.5 acre-foot reservoir above Interstate Highway 70 on Bosley Wash to reduce peak 100-year discharge from 1,727 CFS to 50 CFS, ultimately eliminating downstream flooding.

(5) Implementation: 5-2-1 Drainage Authority will pursue funding for the project.

(6) Responsible agency: 5-2-1 Drainage Authority.

(7) Partners: Mesa County.

(8) Potential funding: County Capital Improvement Plan, grants.

(9) Cost estimate: $2,157,000.

(10) Benefits: Elimination of downstream flooding.

(11) Timeline: Not identified at this time.

(j) Mitigation Action: Multi-Jurisdictional – 1: Douglas Wash Improvements.

(1) Jurisdiction: Mesa County.

(2) Action title: Construction of detention area to control the flow within the channel.

(3) Priority: Medium.

(4) Issue/background: The existing drainage way and crossing structure are undersized and cannot convey the 100-year storm event. More than 55 properties are within the flooding area as

a result. A study was completed and the recommended solution was to construct detention areas to control the flow within the channel.

(5) Implementation: Unknown at this time.

(6) Responsible agency: 5-2-1 Drainage Authority.

(7) Partners: Mesa County, Grand Junction Drainage District.

(8) Potential funding: None identified at this time.

(9) Cost estimate: $8,286,000.

(10) Benefits.

(i) Reduce future losses.

(ii) Protect public health and environment.

(11) Timeline: Not identified at this time.

(k) Mitigation Action: Multi-Jurisdictional – 9: Leach Creek Drainage Detention Ponds.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Construction of regional detention ponds for Leach Creek Drainage.

(3) Priority: Medium.

(4) Issue/background: These projects would provide mitigation to flood events for the area of Leach Creek above the confluence with Ranchmen's Ditch. Other alternatives would be to purchase all properties with structures impacted by flood.

(5) Implementation: Unknown at this time.

(6) Responsible party: City of Grand Junction.

(7) Potential funding: DOLA, City of Grand Junction.

(9) Cost estimate: $525,000.

(10) Benefits.

(i) Remove approximately 500 acres of commercial and residential zone properties from floodplain.

(ii) Protect public health and safety.

(iii) Reduce future losses.

(11) Timeline: Possible budget funding in 2015.

(l) Mitigation Action: Multi-Jurisdictional – NFIP Compliance.

(1) Jurisdiction: Mesa County, City of Grand Junction, City of Fruita, Town of Palisade.

(2) Action title: Ensure continued compliance with NFIP.

(3) Priority: Medium.

(4) Issue/Background: Incorporation of, and reference to new DFIRM is necessary. Additionally, audit of regulations will ensure continued compliance with NFIP in all program areas.

(5) Responsible party: Jurisdictions participating in NFIP.

(6) Cost estimate: Staff time.

(7) Benefits: Ensure regulations are clear, concise, and enforceable.

(8) Timeline: Ongoing.

(m) Mitigation Action: Mesa County – 10: Landslide-Rockfall-Mudflow-Debris Flow Mapping.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Identify and map landslide-rockfall-mudflow-debris flow areas in Mesa County and identify possible mitigation actions.

(3) Priority: Medium.

(4) Issue/background: Additional identification and mapping of landslide-rockfall-mudflow-debris flow is needed throughout Mesa County and as important as the need for possible mitigation efforts.

(5) Responsible agency: Mesa County Emergency Management Department.

(6) Partners: Mesa County Public Works Department, Colorado Department of Transportation.

(7) Potential funding: Nothing identified at this time.

(8) Cost estimate: Staff time.

(9) Benefits.

(i) Reduce geologic hazard risk.

(ii) Increase public awareness of hazard.

(iii) Protect public health and safety.

(10) Timeline: Ongoing.

(n) Mitigation Action: Multi-Jurisdictional – 11: Automated Rainfall Alert Network.

(1) Jurisdiction: Mesa County.

(2) Action title: Automated Rainfall Alert Network.

(3) Priority: Medium.

(4) Issue/background: Real time rainfall data is lacking in Mesa County, with only one exception being the Grand Junction Regional Airport. An automated rainfall alert network would allow real time rainfall data access by local officials and National Weather Service forecasters for more timely flash flood warnings.

(5) Implementation: Identification of system components and vendors.

(6) Responsible agency: Mesa County Emergency Management Department.

(7) Partners: National Weather Service.

(8) Potential funding: Grants.

(9) Cost estimate: $625,000 for installation and $150,000 annual maintenance.

(10) Benefits.

(i) Enhanced monitoring of flood potential.

(ii) Increase lead time of flash flood warnings for the general public.

(iii) Protect public health and safety.

(11) Timeline: Unknown at this time.

(o) Mitigation Action: Multi-Jurisdictional – 12: Big Salt Wash Detention and Conveyance.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Create a Basin Master Plan to identify properties at risk and develop mitigation alternatives.

(3) Priority: Low.

(4) Issue/background: Some flooding has occurred along Big Salt Wash. A better understanding of what properties are at risk and identification of mitigation actions/alternatives is required.

(5) Implementation: A Basin Master Plan is needed to identify at risk properties and determine what conveyance and detention mitigation actions will prevent future flooding.

(6) Responsible agency: 5-2-1 Drainage Authority.

(7) Partners: City of Fruita, Mesa County.

(8) Potential funding: City of Fruita, Mesa County Capital Improvement Plan.

(9) Cost estimate: Unknown at this time.

(10) Benefits.

(i) Improve communication and coordination.

(ii) Protect infrastructure and other properties.

(iii) Protect public health and safety.

(11) Timeline: Not identified at this time.

(p) Mitigation Action: Multi-Jurisdictional – StormReady Certification Recertification.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: StormReady recertification.

(3) Priority: Medium.

(4) Issue/background: Mesa County was certified as StormReady by the National Weather Service in 2013. Certification is valid for two years.

(5) Implementation: Complete actions necessary to retain NWS StormReady certification.

(6) Responsible Agency: Mesa County Emergency Management.

(7) Partners: City of Grand Junction, City of Fruita, Town of Palisade, Town of DeBeque, Town of Collbran.

(8) Potential funding: Mesa County Emergency Management.

(9) Cost estimate: Staff time.

(10) Benefits.

(i) Improve multi-path warning for weather-related emergencies.

(ii) Protect infrastructure and other properties.

(iii) Protect public health and safety.

(11) Timeline: 2015.

(q) Mitigation Action: Multi-Jurisdictional – Community Resilience Planning.

(1) Jurisdiction: Multi-jurisdictional.

(2) Action title: Community resilience planning.

(3) Priority: Medium.

(4) Issue/background: Much of Mesa County is prone to some sort of hazard, such as wildfire, landslide, flooding, or severe weather, which may leave residents cut off from services or access. A resilient community is one with the ability to withstand and recover from disasters, as well as learn from past disasters to strengthen future response and recovery efforts. By working with local communities and conducting community resilience planning, residents will be able to draw on their resources and respond accordingly in the event of a severe emergency or disaster.

(5) Implementation: Through a structured planning process, develop the ability to function and sustain critical systems; adapt to changes in the physical, social, or economic environment; be self-reliant if external resources are limited or cut off; and learn from past experiences to be better prepared for the next response.

(6) Responsible agency: Mesa County Planning Division and Emergency Management.

(7) Partners: City of Grand Junction, City of Fruita, Town of Palisade, Town of DeBeque, Town of Collbran.

(8) Potential funding: Department budgets, grants.

(9) Cost estimate: Variable, based on scope and methods.

(10) Benefits: Self-sufficiency in local communities can free up resources to focus on response to the most critical needs. Recovery can be faster, with fewer long-term impacts on services and local economies.

(11) Timeline: Ongoing as updates to community plans and the Mesa County Master Plan.

(r) Mitigation Action: Town of Palisade – Fuel and Debris Reduction.

(1) Jurisdiction: Town of Palisade.

(2) Action title: Fuels and debris reduction.

(3) Priority: High.

(4) Issue/Background.

(i) Overgrowth of brush, Russian olive, tamarisk, downed trees, and the discarding of branches, leaves, grass trimmings, and debris by past and present residents for many years.

(ii) Potential for Fire. Very difficult to access due to the river, steep river bank, and fences along the back yards that abut the river bank. There are three mobile home parks which border the full length of the west side of, south of Highway 6, with approximately 24 mobile homes that could be impacted in this area. Additionally, there are 11 stick-built homes to the north of Highway 6. Two of the mobile home parks are mostly elderly and retired residents.

(5) Second problem: Palisade Fire has had a few incidents to rescue rafters on the river that drift too close to the river bank, get punctures in their rafts from the Russian olive thorns. Stranded rafters cannot get to the bank due to the overgrowth. Downstream, less than one-quarter mile is a diversion dam for an irrigation canal, making access for rescue very difficult due to vegetation overgrowth especially during spring runoff with high, fast moving water.

(6) Responsible agency: Town of Palisade.

(7) Potential funding: Possible grant funding.

(8) Cost estimate: Unknown at this time.

(9) Benefits: Protect public health and safety. Prevent loss of life. Prevent structure loss.

(10) Timeline: Not yet determined.

(s) Mitigation Action: DeBeque Fire District – District Wildland Fire Assessment.

(1) Jurisdiction: DeBeque Fire District.

(2) Action title: District wildland fire assessment.

(3) Priority: Medium.

(4) Issue/background: Urban Interface.

(5) Responsible agency: DeBeque Fire Protection District.

(6) Potential funding: State grants.

(7) Cost estimate: $5,000.

(8) Benefits: Avoid losses due to impact of wildland fire in the rural areas of Roan Creek and wild horse areas.

(9) Timeline: 2016.

(t) Mitigation Action: DeBeque Fire District – Wood Chipping Project.

(1) Jurisdiction: DeBeque Fire District.

(2) Action title: Wood chipping project.

(3) Priority: Medium.

(4) Issue/background: Reduce amount of fuels residents pile up for burning in and around the town of DeBeque.

(5) Responsible agency: DeBeque Fire Protection District.

(6) Potential funding: State wildfire grants.

(7) Cost estimate: $20,000.

(8) Benefits: Reduce the fire risk associated with land owners piling up brush around and near homes.

(9) Timeline: 2017.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Article VI. Plan Implementation and Maintenance

42.08.580 Plan implementation and maintenance.

This article provides an overview of the overall strategy for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.590 Implementation.

Implementation and maintenance are critical to the success of the mitigation plan. While this plan makes many important recommendations, the jurisdictions will need to decide which action(s) to take first. Two factors will help with making that decision; the priority assigned to the recommendations and funding availability. Low or no-cost actions most easily demonstrate progress toward successful implementation of the plan.

An important implementation mechanism that is highly effective and low-cost is incorporation of the hazard mitigation plan recommendations and their underlying principles into other plans such as comprehensive planning, capital improvement budgeting, and regional plans. Mitigation is most successful when

it is incorporated in the day-to-day functions and priorities of government and in land use and development planning.

It is important to maintain a constant monitoring of funding opportunities that can be leveraged to implement some of the more costly recommended actions. Specific funding opportunities that should be monitored include: special pre-and post-disaster funds, State and federal earmarked funds, and other grant programs.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.600 Monitoring, evaluating, and updating the plan.

44 CFR Requirement Section 201.6(c)(4): The plan maintenance process shall include a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five year cycle.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.610 Hazard Mitigation Planning Committee.

With formal adoption of this plan, the HMPC will be tasked with plan monitoring, evaluation, and maintenance. The participating jurisdictions and agencies, led by the Mesa County Emergency Management Department, agree to the following:

(a) Meet biannually and after a significant event to monitor and evaluate the implementation of the plan.

(b) Act as a forum for hazard mitigation issues.

(c) Disseminate hazard mitigation ideas and activities to all participants.

(d) Pursue the implementation of high priority, low- or no-cost recommended actions.

(e) Maintain active monitoring of multi-objective, cost-share, and other funding opportunities to help the community implement the plan's recommended actions for which no current funding exists.

(f) Monitor and assist in implementation and update of this plan.

(g) Keep the concept of mitigation in the forefront of the community decision makers by identifying plan recommendations when other community goals, plans, and activities overlap or influence community vulnerability to hazards.

(h) Report on plan progress and recommended changes to the Mesa County Board of County Commissioners, City Councils, and other governing bodies of participating jurisdictions.

(i) Inform and solicit input from the public.

The HMPC's primary duty is to see the plan successfully implemented and to report to the community governing boards and the public on the status of plan implementation and mitigation opportunities.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.620 Plan maintenance schedule.

The Mesa County Emergency Manager is responsible for initiating plan reviews and scheduling meetings biannually or after a significant event has occurred to monitor progress and update the strategies. This plan will undergo a five-year written update that will be submitted to the Colorado Division of Emergency Management and FEMA Region VIII, unless disaster or other circumstances, i.e., changing regulations, require a change to this schedule.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.630 Plan maintenance process.

(a) Evaluation of progress can be achieved by monitoring changes in vulnerabilities identified in the plan. Changes in vulnerability can be identified by:

(1) Decreased vulnerability as a result of implementing recommended actions;

(2) Increased vulnerability as a result of failed or ineffective mitigation actions; and/or

(3) Increased vulnerability as a result of new development (and/or annexation).

(b) Updates to this plan will:

(1) Consider changes in vulnerability due to action implementation.

(2) Document successful mitigation efforts that have been proven effective.

(3) Document areas where mitigation actions were not effective.

(4) Identify new hazards that may arise or may have been previously overlooked.

(5) Identify new data or studies on hazards and risks.

(6) Incorporate new capabilities or changes in capabilities.

(7) Incorporate growth and development-related changes to inventories.

(c) Updating of the plan will be by written changes and submissions from the Mesa County Emergency Management Department and as approved by the Mesa County Board of County Commissioners, City Councils, and other governing boards of the other participating jurisdictions.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.640 Incorporation into existing planning mechanisms.

44 CFR Requirement Section 201.6(c)(4)(ii): [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

When possible, plan participants will use existing plans and/or programs to implement hazard mitigation actions. Based on the capability assessments of the participating jurisdictions, communities in Mesa County continue to plan and implement programs to reduce losses to life and property from hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through the following plans:

(a) Mesa County Emergency Operations Plan.

(b) Mesa County Community Wildfire Protection Plan.

(c) General or master plans of participating jurisdictions.

(d) Ordinances of participating jurisdictions.

(e) Capital improvement plans and budgets.

(f) Other community plans within Mesa County, such as water conservation plans and storm water management plans.

The 2005 plan identified the need to improve the Ranchmen's Ditch conveyance system which has been completed. The 2005 plan also identified a need to update Flood Insurance Rate Maps. This has been completed through the Map Modernization Project and becomes effective July 6, 2010. The previously approved plan did not identify other methods for incorporating the mitigation plan into other planning mechanisms.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.650 Continued public involvement.

44 CFR Requirement Section 201.6(c)(4)(iii): [The plan maintenance process shall include a] discussion on how the community will continue public participation in the plan maintenance process.

The update process provides an opportunity to document success in mitigating hazards and seek additional public comment. Information will be posted in the local newspapers and on the County website following the plan review. Community meetings will be scheduled to seek public comment on the plan update. Public notice will be posted and public participation will be invited through available website postings and press releases to the local media outlets.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Article VII. Community Profiles

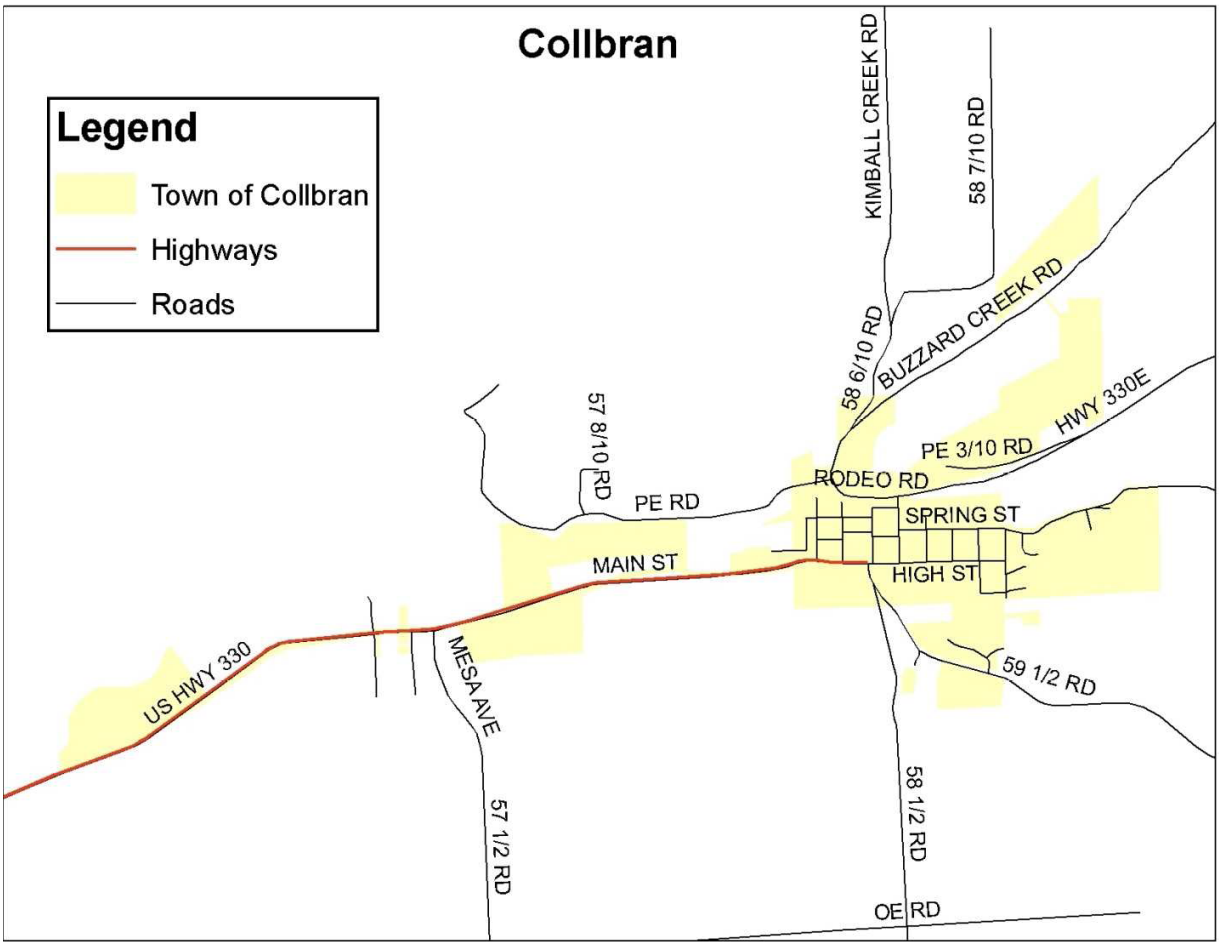
42.08.660 Community profiles.

Community profiles provide specific information unique to each participating jurisdiction in the hazard mitigation plan. For unincorporated Mesa County, Countywide information is addressed previously in the main plan.

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.670 Town of Collbran.

Figure 26: Town of Collbran



(a) Community Profile. The Town of Collbran is located in eastern Mesa County; see Figure 26. Collbran is in the Plateau Valley on the western slope of the Rocky Mountains between the 9,000-foot Battlement Mesa to the north and east and the 11,000-foot Grand Mesa to the south and west. The Town is approximately 35 miles northeast of the City of Grand Junction and is completely bordered by unincorporated Mesa County land.

Cattle ranchers settled in the area which is now Collbran and the Town itself was incorporated in 1908. The population of the Town of Collbran is 705 in 2012 based on State Demographer's information (Demographer). The climate of Collbran is semiarid. The mesa areas surrounding Collbran are subject to moderately heavy precipitation. Elevation greatly influences the amount of precipitation. The annual precipitation at Collbran averages approximately 13 inches, and the higher elevations of the mesas receive from 20 to 40 inches. Occurrence of precipitation is fairly uniform in the Collbran area, and slightly less than one-half falls as snow from December to April. Most winter precipitation occurs in the higher elevations as snow, and a deep snowpack ordinarily begins in late October and snowmelt in late April. Snowmelt continues through early July. The mean annual temperature at Collbran is 46.4 degrees Fahrenheit. Cooler temperatures prevail in the higher elevations. (FEMA, Flood Insurance Study, Mesa County Colorado, 2009)

(b) Hazard Identification and Profiles. The HMPC identified the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the Town in Table 18.

Table 18: Collbran Hazards Profiles

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Avalanche	Isolated	Occasional	Critical	M
Drought	Large	Occasional	Limited	M
Earthquake	Medium	Occasional	Limited	M
Expansive Soils	Isolated	Occasional	Negligible	L
Extreme Heat	Large	Occasional	Negligible	M
Wildfire	Medium	Highly Likely	Limited	H
Flood	Large	Likely	Limited	H
Hailstorm	Small	Occasional	Negligible	L
Land Subsidence	Isolated	Occasional	Limited	L
Landslide/Rockfall	Small	Likely	Limited	M
Lightning	Medium	Highly Likely	Limited	M
Tornado	Isolated	Unlikely	Negligible	L
Windstorm	Small	Likely	Limited	M
Winter Storm	Large	Likely	Critical	H
Dam Failure	Large	Occasional	Critical	H
Hazardous Materials	Isolated	Occasional	Limited	L

(c) Vulnerability Assessment. The intent of this section is to assess the Town of Collbran's vulnerability separate from that of the planning area as a whole. The vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of moderate or high significance that may vary from other parts of the planning area.

(d) Community Asset Inventory. Table 19 shows the total population, number of structures, and assessed value of improvements to parcels in the Town of Collbran. Land values have been pur-

posely excluded because land remains following disasters, and subsequent market devaluations are frequently short-term and difficult to quantify. Additionally, State and federal disaster assistance programs generally do not address loss of land or its associated value.

Table 19: Town of Collbran's Asset Inventory

Jurisdiction:	Town of Collbran								
Hazard:	Wildfire								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	144	144	100%	$12,157,570.00	$12,157,570.00	100%	683	683	100%
Commercial	23	23	100%	$2,302,910.00	$2,302,910.00	100%			
Agricultural	8	8	100%	$1,259,500.00	$1,259,500.00	100%			
Industrial	1	1	100%	$37,740.00	$37,740.00	100%			

Jurisdiction:	Town of Collbran								
Hazard:	Flooding								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	144	18	12.5%	$12,157,570.00	$1,400,250.00	11.50%	683	339	49.6%
Commercial	23	0	0.00%	$2,302,910.00	$ –	0.00%			
Agricultural	8	0	0.00%	$1,259,500.00	$ –	0.00%			
Industrial	1	0	0.00%	$37,740.00	$ –	0.00%			

Jurisdiction:	Town of Collbran								
Hazard:	Rockfalls and Slides								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	144	0	0.00%	$12,157,570.00	$ –	0.00%	683	0	0.00%
Commercial	23	0	0.00%	$2,302,910.00	$ –	0.00%			
Agricultural	8	0	0.00%	$1,259,500.00	$ –	0.00%			
Industrial	1	0	0.00%	$37,740.00	$ –	0.00%			

(e) Capabilities Assessment.

Jurisdiction: Town of Collbran	Y/N/NA/Unknown	Comments
Comp Plan/General Plan	Yes	
Special Plans	No	
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
NFIP/FPM Ordinance	Yes	

Jurisdiction: Town of Collbran	Y/N/NA/Unknown	Comments
Substantial Damage Language	No	
Administrator/Certified Floodplain Mgr.	No	
# of Flood-Threatened Buildings	Unknown	
# of Flood Insurance Policies	Unknown	
# of Repetitive Losses	Unknown	
Maintain Elevation Certificates	No	
CRS Rating, if applicable	Unknown	
Storm Water Program	Unknown	
Erosion or Sediment Controls	Yes	
Building Code Version	Yes	
Full-Time Building Official	No	
Conduct “As-Built” Inspections	No	
BCEGS Rating	Unknown	
Local Emergency Operations Plan	No	Is covered under Mesa County’s Plan
Fire Department ISO Rating	Unknown	
Fire Safe Programs	No	
Hazard Mitigation Plans	No	
Warning Systems/Services	No	
StormReady Certified	No	Covered under Mesa County
Weather Radio Reception	Yes	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Unknown	
Other (e.g., cable override)	Yes	Through GJRCC-EAS System
GIS System	No	
Hazard Data	Unknown	
Building Footprints	No	
Links to Assessor Data	Unknown	
Land Use Designations	Yes	
Structural Protection Projects	No	
Property Protection Projects	No	
Critical Facilities Protected	No	
Natural/Cultural Resources Inventory	No	
Public Information Program/Outlet	No	
Environmental Education Program	No	

(f) Changes in Development. Changes in development are reflected by the number of building permits issued within a community. The number of building permits issued for the Town of Collbran is reflected in the following table.

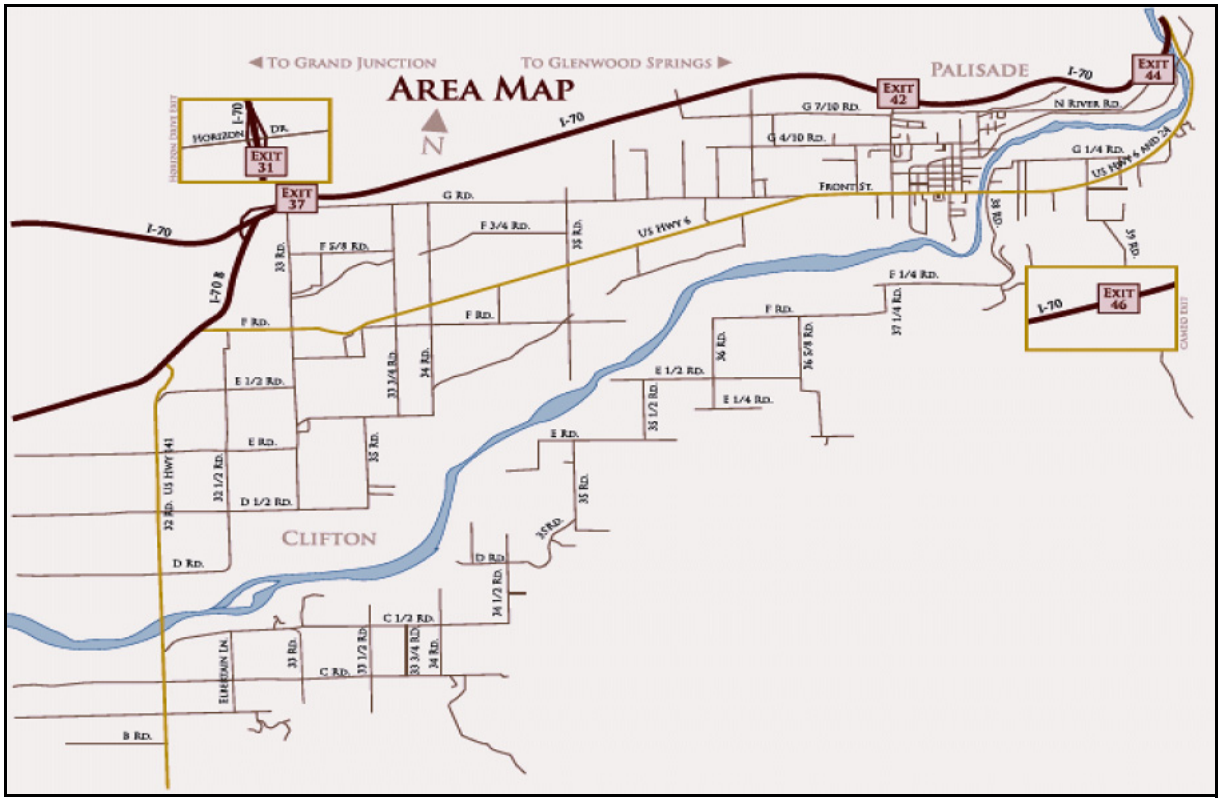
	2010	2011	2012	2013	2014
Commercial Permits	0	1	0	0	0
Residential Permits	0	0	0	0	0

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.680 Town of Palisade.

(a) Community Profile.

Figure 27: Town of Palisade



(Town of Palisade)

The Town of Palisade is located in north-central Mesa County and has a population of 3,105 (Demographer). Palisade is approximately 10 miles east of Grand Junction, and at the eastern end of a portion of Mesa County known as the Grand Valley; see Figure 27. Palisade lies at an elevation of approximately 4,700 feet near the base of the eastern toe of the Bookcliffs. East Orchard Mesa borders Grand Valley on the south in the study area, which is largely devoted to agricultural interests. Some of the first orchards in the valley were planted in the Palisade area because of easily accessible water, rich soil, and suitable climate.

Around 1884, some of the earlier inhabitants of the region constructed the Price Ditch, which has aided in perpetuating interest in and growth of the Town and adjacent agricultural areas. Palisade has gained prominence for its excellent fruit products and has continued to present as a major fruit growing center.

Completion of the Highline Canal irrigation facility in 1915 assured an adequate water supply to the area and furthered economic stimulation in the region.

The climate of Palisade is arid and yearly precipitation averages approximately nine inches. Temperatures are often in the 90 degrees Fahrenheit range in the summer and below freezing in the winter. Occasionally, summertime temperatures may exceed 100 degrees Fahrenheit and winter temperatures may drop as low as minus 20 degrees Fahrenheit. Natural vegetation in valley areas consists of cottonwood and willow, desert shrub, and an understory of hardy grasses. Mesas and lower mountain slopes between 5,000 and 8,000 feet support oak, big sagebrush, Douglas fir, pinon pine, and juniper. (FEMA, Flood Insurance Study, Mesa County Colorado, 2009)

(b) Hazard Identification and Profiles. The HMPC identified the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the Town in Table 20.

Table 20: Town of Palisade's Hazards Profiles

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Avalanche	Isolated	Unlikely	Negligible	L
Drought	Large	Occasional	Limited	M
Earthquake	Medium	Occasional	Limited	M
Expansive Soils	Isolated	Occasional	Negligible	L
Extreme Heat	Large	Occasional	Negligible	M
Wildfire	Medium	Highly Likely	Limited	H
Flood	Large	Likely	Limited	H
Hail Storm	Small	Occasional	Negligible	L
Land Subsidence	Isolated	Occasional	Limited	L
Landslide/Rockfall	Isolated	Highly Likely	Critical	H
Lightning	Medium	Highly Likely	Limited	M
Tornado	Isolated	Unlikely	Negligible	L
Windstorm	Small	Likely	Limited	M
Winter Storm	Small	Likely	Limited	L
Dam Failure	Isolated	Occasional	Limited	L
Hazardous Materials	Isolated	Likely	Negligible	L

(c) Vulnerability Assessment. The intent of this section is to assess the Town of Palisade's vulnerability separate from that of the planning area as a whole. The vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of moderate or high significance that may vary from other parts of the planning area.

This section analyzes existing structures and other assets at risk to hazards ranked of high significance that vary from the risks facing the entire planning area and estimates potential losses. These hazards include: wildfire, floods, and rockfall.

(d) Community Asset Inventory. Table 21 shows the total population, number of structures, and assessed value of improvements to parcels in the Town of Palisade. Land values have been purposely excluded because land remains following disasters, and subsequent market devaluations are frequently short-term and difficult to quantify. Additionally, State and federal disaster assistance programs generally do not address loss of land or its associated value.

Table 21: Town of Palisade's Asset Inventory

Jurisdiction:	Town of Palisade								
Hazard:	Wildfire								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	1033	10	1.0%	$114,005,640.00	$1,289,130.00	1.13%	2,645	20	0.76%
Commercial	78	7	8.97%	$17,200,880.00	$341,650.00	1.98%			
Agricultural	12	0	0.00%	$1,673,190.00	$ –	0.00%			
Industrial	7	3	42.85%	$721,080.00	$167,110.00	23.17%			

Jurisdiction:	Town of Palisade								
Hazard:	Flooding								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	1033	43	4.16%	$114,005,640.00	$4,520,730.00	3.96%	2,645	20	0.76%
Commercial	78	5	7.69%	$17,200,880.00	$172,430.00	1.00%			
Agricultural	12	0	0.00%	$1,673,190.00	$ –	0.00%			
Industrial	7	0	0.00%	$721,080.00	$ –	0.00%			

Jurisdiction:	Town of Palisade								
Hazard:	Rockfalls and Slides								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	1033	0	6.02%	$114,005,640.00	$ –	0.00%	2,645	6	0.23%
Commercial	78	4	4.76%	$17,200,880.00	$4,266,210.00	24.80%			
Agricultural	12	0	25.00%	$1,673,190.00	$ –	0.00%			
Industrial	7	0	0.00%	$721,080.00	$ –	0.00%			

(e) Capabilities Assessment.

Jurisdiction: Town of Palisade	Y/N/NA/Unknown	Comments
Comp Plan/General Plan	Yes	
Special Plans	Yes	
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
NFIP/FPM Ordinance	Yes	
Substantial Damage Language	No	
Administrator/Certified Floodplain Mgr.	No	
# of Flood-Threatened Buildings	Unknown	

Jurisdiction: Town of Palisade	Y/N/NA/Unknown	Comments
# of Flood Insurance Policies	Unknown	
# of Repetitive Losses	Unknown	
Maintain Elevation Certificates	No	
CRS Rating, if applicable	Unknown	
Storm Water Program	Yes	
Erosion or Sediment Controls	Yes	
Building Code Version	Yes	
Full-Time Building Official	Yes	
Conduct "As-Built" Inspections	Yes	
BCEGS Rating	Unknown	
Local Emergency Operations Plan	Yes	
Fire Department ISO Rating	Yes (5)	
Fire Safe Programs	Yes	
Hazard Mitigation Plans	Yes	
Warning Systems/Services	Yes	
StormReady Certified	No	Covered under Mesa County
Weather Radio Reception	Yes	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Yes	GJRCC
Other (e.g., cable override)	Yes	GJRCC-EAS System
GIS System	Yes	
Hazard Data	No	
Building Footprints	No	
Links to Assessor Data	No	
Land Use Designations	No	
Structural Protection Projects	No	
Property Protection Projects	No	
Critical Facilities Protected	No	
Natural/Cultural Resources Inventory	No	
Public Information Program/Outlet	No	
Environmental Education Program	No	

(f) Changes in Development. Changes in development are reflected by the number of building permits issued within a community. The number of building permits issued for the Town of Palisade is reflected in the following table.

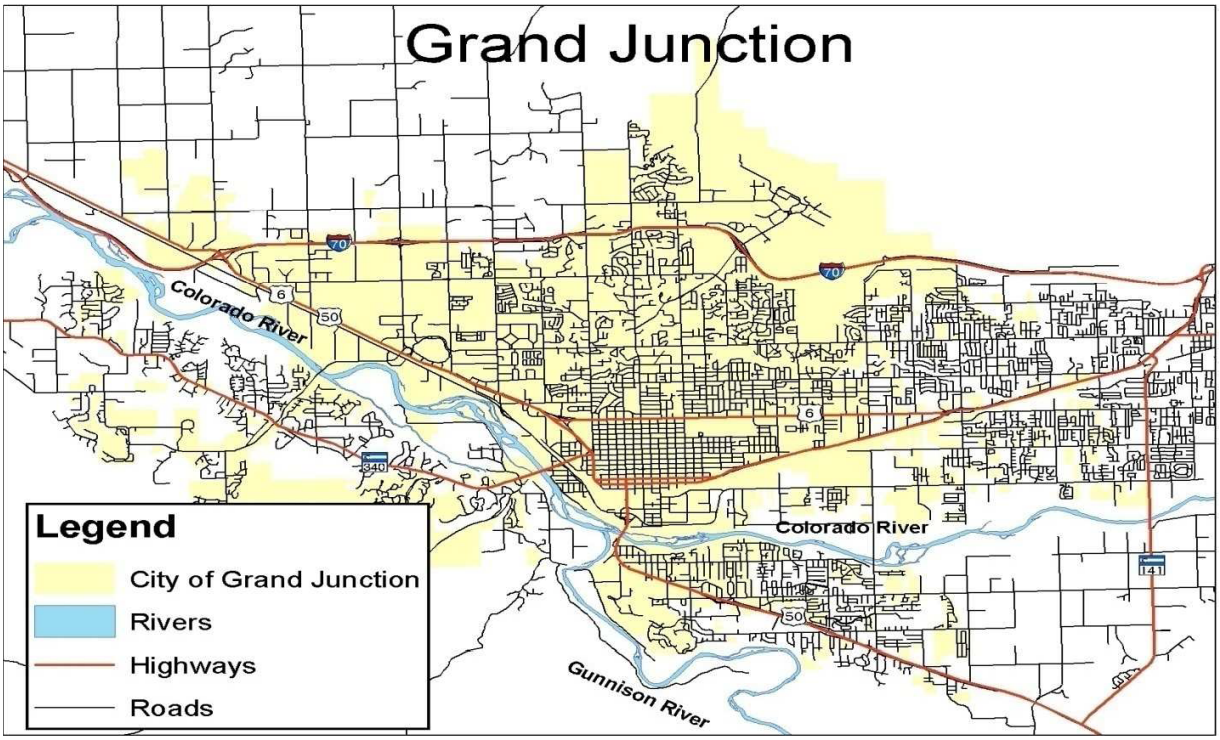
	2010	2011	2012	2013	2014
Commercial Permits	0	0	1	0	0
Residential Permits	8	18	11	4	5

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.690 City of Grand Junction.

(a) Community Profile.

Figure 28: City of Grand Junction



Grand Junction is located on the western slope of the Rocky Mountains in central Mesa County in western Colorado. It is surrounded by the unincorporated areas of Mesa County as seen in Figure 28. It is situated approximately halfway between Salt Lake City, Utah, and Denver, Colorado, and is a regional center for transportation and trade for an area of over 60,000 square miles.

Grand Junction became the center of an extensive mining industry. It continues to be a transportation center for the farming, orchard growing, and livestock industries in the area, as well as a base for various industrial, commercial, and tourism activities. The current population is estimated to be 60,317 (Demographer). The Colorado River originates high in the Rocky Mountains, on the western slope of the Continental Divide. The headwaters, located in Rocky Mountain National Park, are at approximately 12,000 feet. The river flows southwesterly from its headwaters, approximately 200 miles upstream of Grand Junction. At Grand Junction, the river turns to the northwest and continues in that direction through Colorado. The drainage area at Grand Junction is approximately 17,100 square miles.

Grand Junction lies at an elevation of approximately 4,600 feet in the southern part of the Grand Valley, a wide, gently sloping valley defined by high, rock cliffs. To the north, the valley gradually slopes upward for several miles to the base of the Bookcliffs, which rise abruptly to more than 8,000 feet. To the south, Grand Junction is flanked by the Uncompahgre Plateau.

Indian Wash originates at the foot of the Bookcliffs at an elevation of approximately 5,800 feet and flows approximately 5.5 miles southwesterly to an area just northeast of Grand Junction Regional Airport, where the U.S. Soil Conservation Service IW-1 flood detention structure is located. From there it flows generally southerly through the City of Grand Junction to its confluence with the Colorado River.

The climate of Grand Junction is classified as arid to semiarid. The mountainous regions around Grand Junction are subject to moderately heavy precipitation. Elevation greatly influences precipitation amounts. The annual precipitation of Grand Junction averages approximately 8.4 inches; the higher mesas receive from 10 to 20 inches. Occurrence of precipitation is extremely variable with a large part of the total concentrated in several months. Late summer convection type cloudburst storms of small aerial extent and early fall general rain over large areas normally cause August, September, and October to be the wettest months of the year. Most winter precipitation occurs as snow and, in the higher elevations, a deep snowpack generally accumulates. Average snowfall ranges from approximately 19 inches at Grand Junction to approximately 300 inches in the higher mountainous regions. Snowfall is generally dominated by a few large storms. Snowpack ordinarily begins in late October and snowmelt in late April; snowmelt continues through early July.

The temperature extremes at Grand Junction are shown by mean maximums ranging from approximately 38 degrees Fahrenheit in January to approximately 94 degrees Fahrenheit in July, and by mean minimums ranging from approximately 15 degrees Fahrenheit in January to 62 degrees Fahrenheit in July. Record low and high temperatures are minus 34 degrees Fahrenheit and 64 degrees Fahrenheit for January and 38 degrees Fahrenheit and 111 degrees Fahrenheit for July, respectively.

The Colorado River, Indian Wash, and Horizon Drive Channel floodplains are moderately developed with commercial and residential structures. (Flood Insurance Study, Mesa County Colorado, 2009)

(b) Hazard Identification and Profiles. The HMPC identified the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the City as shown in Table 22.

Table 22: City of Grand Junction's Hazards Profiles

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Avalanche	Isolated	Unlikely	Negligible	L
Drought	Large	Occasional	Limited	M
Earthquake	Medium	Occasional	Limited	M
Expansive Soils	Isolated	Occasional	Negligible	L
Extreme Heat	Large	Occasional	Negligible	M
Wildfire	Medium	Highly Likely	Limited	H
Flood	Large	Likely	Limited	H
Hail Storm	Small	Occasional	Negligible	L
Land Subsidence	Isolated	Occasional	Limited	L
Landslide/Rockfall	Isolated	Unlikely	Limited	L
Lightning	Medium	Highly Likely	Limited	M
Tornado	Isolated	Unlikely	Negligible	L
Windstorm	Medium	Likely	Limited	M
Winter Storm	Large	Occasional	Limited	M
Dam Failure	Medium	Unlikely	Critical	M
Hazardous Materials	Isolated	Occasional	Limited	L

(c) Vulnerability Assessment. The intent of this section is to assess the City of Grand Junction's vulnerability separate from that of the planning area as a whole. The vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked as high significance that may

vary from other parts of the planning area and estimates potential losses. These hazards include: wildfire, floods, and rockslides.

(d) Community Asset Inventory. Table 23 shows the total population, number of structures, and assessed value of improvements to parcels in the City of Grand Junction. Land values have been purposely excluded because land remains following disasters, and subsequent market devaluations are frequently short-term and difficult to quantify. Additionally, State and federal disaster assistance programs generally do not address loss of land or its associated value.

Table 23: City of Grand Junction's Asset Inventory

Jurisdiction:	City of Grand Junction								
Hazard:	Wildfire								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	22,178	3,601	16.23%	$2,968,963,250.00	$590,400,290.00	19.88%	60,319	9,505	15.7%
Commercial	2,490	370	14.85%	$1,006,569,380.00	$115,573,490.00	11.48%			
Agricultural	85	15	17.64%	$14,666,320.00	$2,894,350.00	19.73%			
Industrial	487	124	25.46%	$171,153,690.00	$56,632,150.00	33.08%			

Jurisdiction:	City of Grand Junction								
Hazard:	Flooding								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	22,178	175	0.79%	$2,968,963,250.00	$10,888,480.00	0.40%	60,319	952	1.57%
Commercial	2,490	40	1.60%	$1,006,569,380.00	$18,287,990.00	1.81%			
Agricultural	85	0	0.00%	$14,666,320.00	$ –	0.00%			
Industrial	487	21	4.31%	$171,153,690.00	$10,253,770.00	6.00%			

Jurisdiction:	City of Grand Junction								
Hazard:	Rockfalls and Slides								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	22,178	2,566	11.57%	$2,968,963,250.00	$516,703,170.00	17.40%	60,319	6,216	10.3%
Commercial	2,490	52	2.08%	$1,006,569,380.00	$18,034,340.00	1.79%			
Agricultural	85	6	7.05%	$14,666,320.00	$1,853.480.00	12.63%			
Industrial	487	0	0.00%	$171,153,690.00	$ –	0.00%			

(e) Capabilities Assessment.

Jurisdiction: City of Grand Junction	Y/N/NA/Unknown	Comments
Comp Plan/General Plan	Yes	Update of Comp Plan underway
Special Plans	Yes	Area plans, transportation plans
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
NFIP/FPM Ordinance	Yes	
Substantial Damage Language	Yes	
Administrator/Certified Floodplain Mgr.	Yes	
# of Flood-Threatened Buildings	Unknown	
# of Flood Insurance Policies	Yes	84 active policies
# of Repetitive Losses	No	
Maintain Elevation Certificates	Yes	
CRS Rating, if applicable	NA	
Storm Water Program	Yes	
Erosion or Sediment Controls	Yes	
Building Code Version	2012 IBC	
Full-Time Building Official	Yes	
Conduct “As-Built” Inspections	Yes	
BCEGS Rating	Unknown	
Local Emergency Operations Plan	No	Covered under Mesa County plan
Fire Department ISO Rating	Yes	
Fire Safe Programs	Yes	
Hazard Mitigation Plans	Yes	Included in the Mesa County plan
Warning Systems/Services		
StormReady Certified	No	Covered under Mesa County
Weather Radio Reception	Yes	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Yes	Dam Failure City of GJ Structures
Other (e.g., cable override)	Yes	
GIS System	Yes	Floodplain info. on zoning map
Hazard Data	Yes	
Building Footprints	Yes	Aerial photos
Links to Assessor Data	Yes	
Land Use Designations	Yes	
Structural Protection Projects	NA	
Property Protection Projects	Unknown	
Critical Facilities Protected	Yes	
Natural/Cultural Resources Inventory	Yes	
Public Information Program/Outlet	Yes	
Environmental Education Program	Unknown	

(f) Changes in Development. Changes in development are reflected by the number of building permits issued within a community. The number of building permits issued for the City of Grand Junction is reflected in the following table.

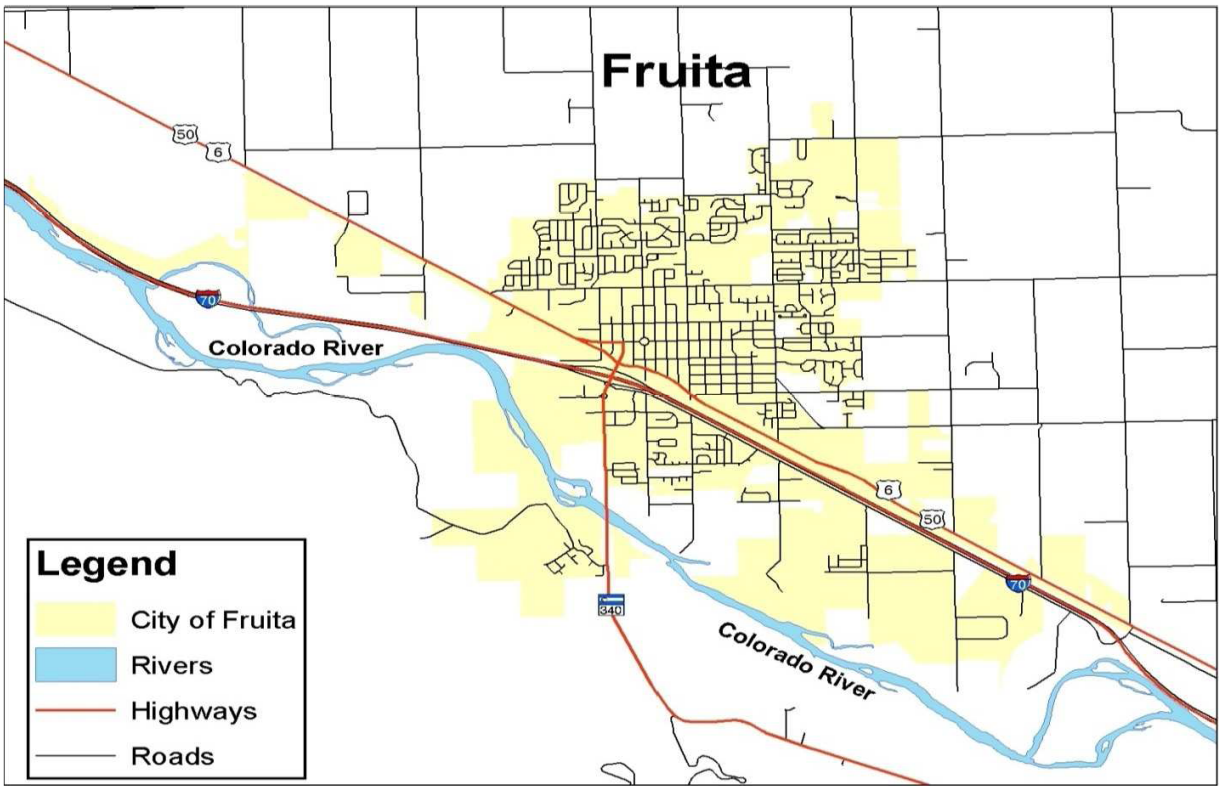
	2010	2011	2012	2013	2014
Commercial Permits	26	29	25	22	32
Residential Permits	238	188	275	235	348

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.700 City of Fruita.

(a) Community Profile.

Figure 29: City of Fruita



(Source: Mesa County GIS)

The City of Fruita is in northwestern Mesa County. Fruita lies approximately 20 miles east of the Colorado-Utah State boundary and approximately 11 miles west of Grand Junction; see Figure 29. Fruita is surrounded by unincorporated areas of Mesa County. The total land area contained within Fruita is approximately 2.25 square miles. The population of Fruita is estimated to be 12,838. (Demographer)

Fruita has been agriculturally oriented and farming has since become more diversified, with such crops as grains for livestock feed and various fruits and vegetables. Cattle and sheep ranching began as large-scale operations and continue as part of the economic base of the community. There are extensive irrigation facilities in the area to support these activities. Both the Little Salt Wash, Big Salt Wash, and the Colorado River floodplains are developed in Fruita.

Little Salt Wash originates in the Bookcliffs approximately 11 miles north of town, where its headwaters are at approximately 5,100 feet. It flows through the northern corporate limits of Fruita, then forms the western corporate limits of the City as it flows southwesterly to its confluence with the Colorado River. Little Salt Wash and Big Salt Wash flow into the Colorado River approximately 0.5 mile and one mile downstream of Fruita, respectively. The drainage area at Fruita is approximately 33 square miles.

Fruita lies at an elevation of approximately 4,500 feet in the southern part of the Grand Valley. To the north, the valley gradually ascends for several miles to the base of the Bookcliffs. Approximately two miles south of town, the steep sandstone and shale formations of the Colorado National Monument (or the Uncompahgre Uplift) begin. Fruita is part of the Canyon lands, a subdivision of a larger physiographic region known as the Colorado Plateaus.

The climate of Fruita is classified as arid to semiarid. The mountainous regions around Fruita are subject to moderately heavy precipitation. Elevation greatly influences the precipitation amounts. Annual precipitation at Fruita averages approximately nine inches. The higher mesas (headwaters and primary drainage areas of Little Salt Wash and Big Salt Wash) receive from 10 to 20 inches. Convection-type cloudburst storms of small aerial extent and general rainfall over large areas normally make August, September, and October the wettest months of the year. Most wintertime precipitation occurs as snow, and a deep snowpack normally accumulates at the higher elevations. Average snowfall is approximately 19 inches at Fruita.

The temperature extremes at Fruita are evidenced by mean maximums ranging from approximately 38 degrees Fahrenheit in January to approximately 94 degrees Fahrenheit in July, and by mean minimums ranging from approximately 15 degrees Fahrenheit in January to 62 degrees Fahrenheit in July. Record low and high temperatures are minus 34 degrees Fahrenheit and 64 degrees Fahrenheit for January and 38 degrees Fahrenheit and 111 degrees Fahrenheit for July respectively. (Flood Insurance Study, Mesa County Colorado, 2009)

(b) Hazard Identification and Profiles. The HMPC identified the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the City as shown in Table 24.

Table 24: City of Fruita's Hazards Profiles

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Avalanche	Isolated	Unlikely	Negligible	L
Drought	Large	Occasional	Limited	M
Earthquake	Medium	Occasional	Limited	M
Expansive Soils	Isolated	Occasional	Negligible	L
Extreme Heat	Large	Occasional	Limited	M
Wildfire	Medium	Highly Likely	Limited	H
Flood	Large	Likely	Limited	H
Hail Storm	Small	Occasional	Negligible	L
Land Subsidence	Isolated	Occasional	Limited	L
Landslide/Rockfall	Isolated	Unlikely	Negligible	L
Lightning	Medium	Highly Likely	Limited	M
Tornado	Isolated	Unlikely	Negligible	L
Windstorm	Medium	Likely	Limited	M

Table 24: City of Fruita's Hazards Profiles (Continued)

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Winter Storm	Large	Occasional	Limited	M
Dam Failure	Medium	Occasional	Critical	M
Hazardous Materials	Isolated	Occasional	Limited	L

(c) Vulnerability Assessment. The intent of this section is to assess the City of Fruita's vulnerability separate from that of the planning area as a whole. The vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of moderate or high significance that may vary from other parts of the planning area.

This section analyzes existing structures and other assets at risk to hazards ranked of high significance that vary from the risks facing the entire planning area and estimates potential losses. These hazards include: wildfire, floods, and rockfalls.

(d) Community Asset Inventory. Table 25 shows the total population, number of structures, and assessed value of improvements to parcels in the City of Fruita. Land values have been purposely excluded because land remains following disasters, and subsequent market devaluations are frequently short-term and difficult to quantify. Additionally, State and federal disaster assistance programs generally do not address loss of land or its associated value.

Table 25: City of Fruita's Asset Inventory

Jurisdiction:	City of Fruita								
Hazard:	Wildfire								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	4,680	117	2.50%	$598,516,850.00	$21,919,610.00	3.66%	12,420	369	2.97%
Commercial	212	6	2.83%	$59,034,460.00	$743,850.00	1.26%			
Agricultural	41	19	46.34%	$7,299,910.00	$3,722,610.000	51.00%			
Industrial	30	20	66.67%	$13,395,050.00	$10,954,350.00	81.77%			

Jurisdiction:	City of Fruita								
Hazard:	Flooding								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	4,680	21	0.45%	$598,516,850.00	$4,225,180.00	0.71%	12,420	1,108	8.92%
Commercial	212	0	0.00%	$59,034,460.00	$ –	0.00%			
Agricultural	41	1	2.43%	$7,299,910.00	$69,470.00	0.95%			
Industrial	30	0	0.00%	$13,395,050.00	$ –	0.00%			

Jurisdiction:	City of Fruita								
Hazard:	Rockfalls and Slides								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	4,680	0	0.00%	$598,516,850.00	$ –	0.00%	12,420	0	0.00%
Commercial	212	0	0.00%	$59,034,460.00	$ –	0.00%			
Agricultural	41	0	0.00%	$7,299,910.00	$ –	0.00%			
Industrial	30	0	0.00%	$13,395,050.00	$ –	0.00%			

(e) Capabilities Assessment.

Jurisdiction: City of Fruita	Y/N/NA/Unknown	Comments
Comp Plan/General Plan	Yes	
Special Plans	Yes	
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
NFIP/FPM Ordinance	No	
Substantial Damage Language	Unknown	
Administrator/Certified Floodplain Mgr.	Yes	
# of Flood-Threatened Buildings	Unknown	
# of Flood Insurance Policies	Unknown	
# of Repetitive Losses	Unknown	
Maintain Elevation Certificates	Unknown	
CRS Rating, if applicable	Unknown	
Storm Water Program	Sort of	
Erosion or Sediment Controls	Pro	
Building Code Version	Most current with Mesa County	
Full-Time Building Official	Mesa County	
Conduct “As-Built” Inspections	Yes	
BCEGS Rating	Unknown	
Local Emergency Operations Plan	Yes	
Fire Department ISO Rating	Yes	
Fire Safe Programs	Yes	
Hazard Mitigation Plans	Yes	
Warning Systems/Services	Reverse 911	
StormReady Certified	Unknown	Covered under Mesa County
Weather Radio Reception	Unknown	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Yes	
Other (e.g., cable override)	No	
GIS System	Yes	
Hazard Data	Yes	

Jurisdiction: City of Fruita	Y/N/NA/Unknown	Comments
Building Footprints	Yes	
Links to Assessor Data	Yes	
Land Use Designations	Yes	
Structural Protection Projects	Unknown	
Property Protection Projects	Unknown	
Critical Facilities Protected	Some	
Natural/Cultural Resources Inventory	Unknown	
Public Information	Nothing Formal	
Environmental Education Program	No	

(f) Changes in Development. Changes in development are reflected by the number of building permits issued within a community. The number of building permits issued for the City of Fruita is reflected in the following table.

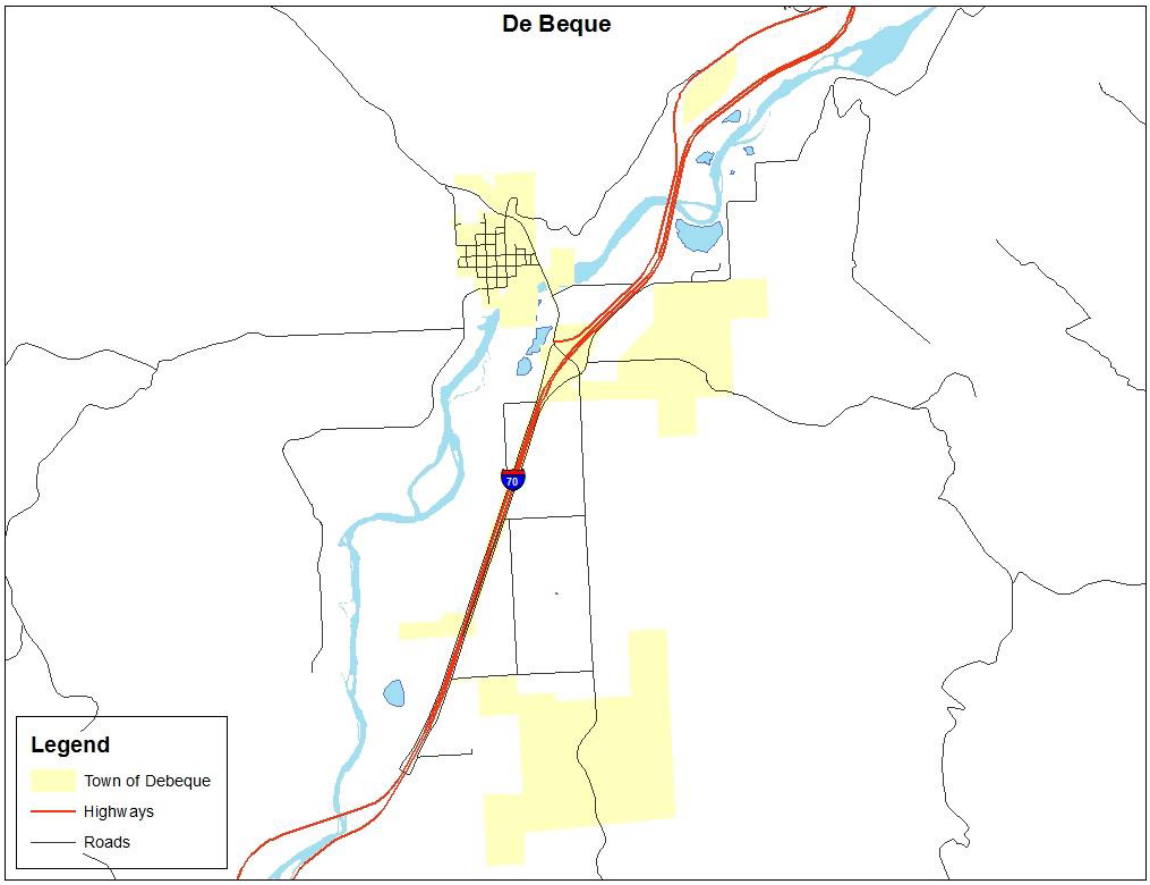
	2010	2011	2012	2013	2014
Commercial Permits	0	0	4	1	0
Residential Permits	75	50	63	70	55

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.705 Town of DeBeque.

(a) Community Profile.

Figure 30: Town of DeBeque



(Source: Mesa County GIS)

The Town of DeBeque sits along the north side of the Colorado River upstream from DeBeque Canyon in a small ranching valley northeast and upstream from Grand Junction; see Figure 30. The town is located across the river from Interstate 70, on a small hill overlooking the river, at an elevation of approximately 5,000 feet. The southwest edge of the Roan Cliffs overlooks the town from the northeast. Much of the surrounding area is controlled by the Bureau of Land Management.

The major underlying geological formation is the Wasatch Formation, a system of intermixed shales and sandstones which form the hills to the Northwest. Overlying the Wasatch Formation and forming the bulk of the Roan Plateau to the Northwest is the Green River Formation. This formation reportedly contains major deposits of oil shale.

The town consists of a small grid (approximately 0.3 square miles), including several historic buildings, commercial, and residential. DeBeque was historically a location where wild horses, abundant in the surrounding hills, were rounded up and sold. The population of DeBeque is estimated to be 501. (Demographer)

(b) Hazard Identification and Profiles. The HMPC identified the hazards that affect the community and summarized their geographic location, probability of future occurrence, potential magnitude or severity, and planning significance specific to the City as shown in Table 26.

Table 26: Town of DeBeque's Hazards Profiles

Hazard Type	Geographic Location	Occurrences	Magnitude/Severity	Hazard Level
Avalanche	Isolated	Unlikely	Negligible	L
Drought	Large	Occasional	Limited	M
Earthquake	Medium	Occasional	Limited	M
Expansive Soils	Medium	Occasional	Limited	L
Extreme Heat	Large	Occasional	Limited	M
Wildfire	Medium	Highly Likely	Limited	H
Flood	Large	Likely	Limited	H
Hail Storm	Small	Occasional	Negligible	L
Land Subsidence	Isolated	Occasional	Limited	L
Landslide/Rockfall	Isolated	Unlikely	Negligible	L
Lightning	Medium	Highly Likely	Limited	M
Tornado	Isolated	Unlikely	Negligible	L
Windstorm	Medium	Likely	Limited	M
Winter Storm	Large	Occasional	Limited	M
Dam Failure	Medium	Occasional	Critical	M
Hazardous Materials	Isolated	Occasional	Limited	L

(c) Vulnerability Assessment. The intent of this section is to assess the Town of DeBeque's vulnerability separate from that of the planning area as a whole. The vulnerability assessment analyzes the population, property, and other assets at risk to hazards ranked of moderate or high significance that may vary from other parts of the planning area.

This section analyzes existing structures and other assets at risk to hazards ranked of high significance that vary from the risks facing the entire planning area and estimates potential losses. These hazards include; wildfire, floods, and rockfalls.

(d) Community Asset Inventory. Table 27 shows the total population, number of structures, and assessed value of improvements to parcels in the Town of DeBeque. Land values have been purposely excluded because land remains following disasters, and subsequent market devaluations are frequently short-term and difficult to quantify. Additionally, State and federal disaster assistance programs generally do not address loss of land or its associated value.

Table 27: Town of DeBeque's Asset Inventory

Jurisdiction:	Town of DeBeque								
Hazard:	Wildfire								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	182	0	0.00%	$10,151,790.00	$ –	0.00%	500	2	0.40%
Commercial	26	0	0.00%	$5,437,330.00	$ –	0.00%			
Agricultural	2	0	0.00%	$90,620.00	$ –	0.00%			
Industrial	2	1	50.00%	$534,850.00	$269,450.00	50.37%			

Jurisdiction:	Town of DeBeque								
Hazard:	Flooding								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	182	0	0.00%	$10,151,790.00	$ –	0.00%	500	0	0.00%
Commercial	26	0	0.00%	$5,437,330.00	$ –	0.00%			
Agricultural	2	0	0.00%	$90,620.00	$ –	0.00%			
Industrial	2	0	0.00%	$534,850.00	$ –	0.00%			

Jurisdiction:	Town of DeBeque								
Hazard:	Rockfalls and Slides								
Type of Structure	Number of Structures			Value of Structures			Number of People		
	# in Comm.	# in Hazard Area	% in Hazard Area	$ in Comm.	$ in Hazard Area	% in Hazard Area	# in Comm.	# in Hazard Area	% in Hazard Area
Residential	182	0	0.00%	$10,151,790.00	$ –	0.00%	500	0	0.00%
Commercial	26	0	0.00%	$5,437,330.00	$ –	0.00%			
Agricultural	2	0	0.00%	$90,620.00	$ –	0.00%			
Industrial	2	0	0.00%	$534,850.00	$ –	0.00%			

(e) Capabilities Assessment.

Jurisdiction: City of Fruita	Y/N/NA/Unknown	Comments
Comp Plan/General Plan	Yes	
Special Plans	No	
Subdivision Ordinance	Yes	
Zoning Ordinance	Yes	
NFIP/FPM Ordinance	No	
Substantial Damage Language	Unknown	
Administrator/Certified Floodplain Mgr.	No	
# of Flood-Threatened Buildings	Unknown	

Jurisdiction: City of Fruita	Y/N/NA/Unknown	Comments
# of Flood Insurance Policies	Unknown	
# of Repetitive Losses	Unknown	
Maintain Elevation Certificates	Unknown	
CRS Rating, if applicable	Unknown	
Storm Water Program	Sort of	
Erosion or Sediment Controls	No	
Building Code Version	Most current with Mesa County	
Full-Time Building Official	Mesa County	
Conduct "As-Built" Inspections	Yes	
BCEGS Rating	Unknown	
Local Emergency Operations Plan	No	Use Mesa County's
Fire Department ISO Rating	Yes	
Fire Safe Programs	Yes	
Hazard Mitigation Plans	Yes	
Warning Systems/Services	Reverse 911	
StormReady Certified	No	Covered under Mesa County
Weather Radio Reception	Yes	
Outdoor Warning Sirens	No	
Emergency Notification (R-911)	Yes	
Other (e.g., cable override)	No	
GIS System	No	
Hazard Data	No	Use Mesa County
Building Footprints	No	Use Mesa County
Links to Assessor Data	No	Use Mesa County
Land Use Designations	Yes	
Structural Protection Projects	No	
Property Protection Projects	Unknown	
Critical Facilities Protected	Some	
Natural/Cultural Resources Inventory	Yes	
Public Information	Nothing Formal	
Environmental Education Program	No	

(f) Changes in Development. Changes in development are reflected by the number of building permits issued within a community. The number of building permits issued for the Town of DeBeque is reflected in the following table.

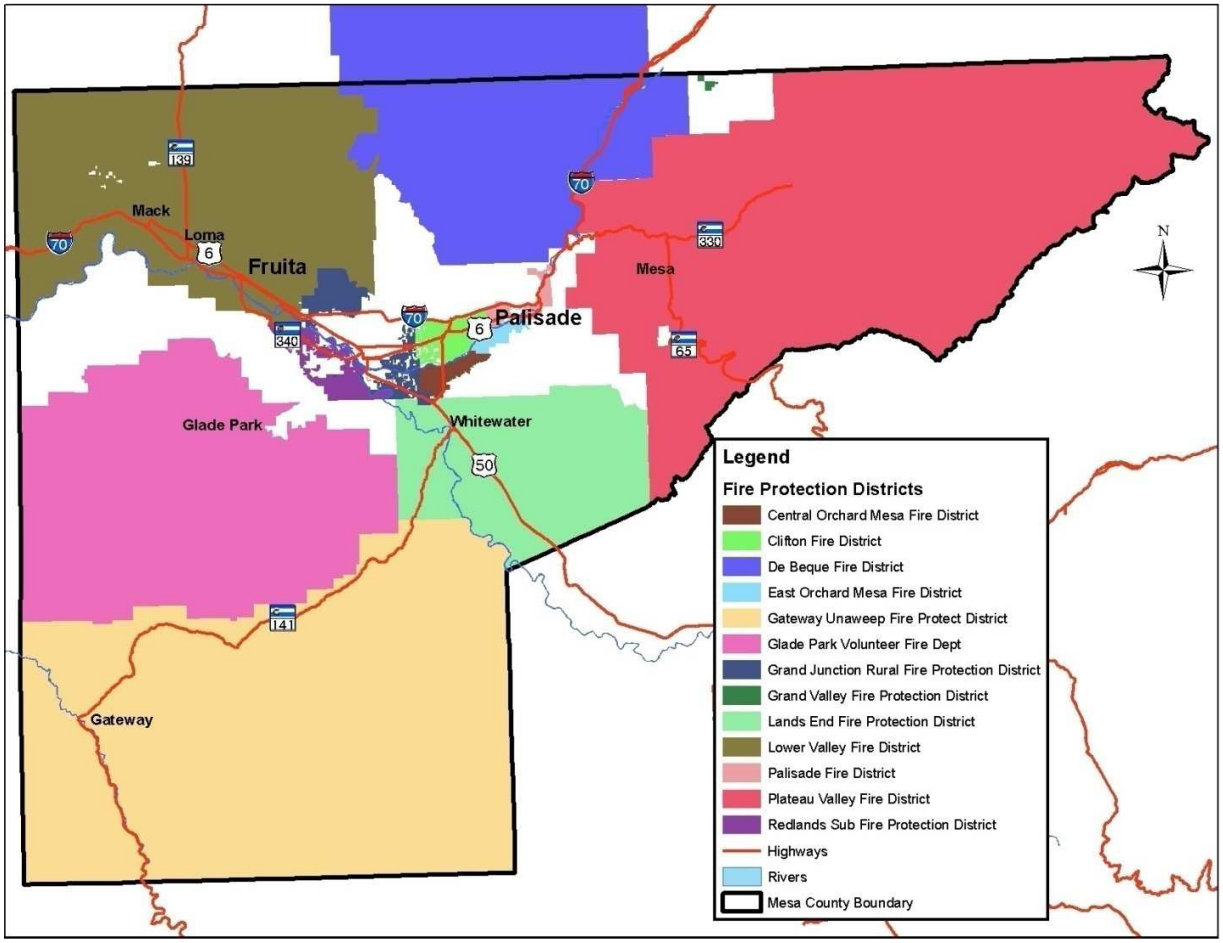
	2010	2011	2012	2013	2014
Commercial Permits	0	0	0	0	0
Residential Permits	0	1	0	0	0

(Res. 32-15, 7-1-15)

42.08.710 Fire protection districts.

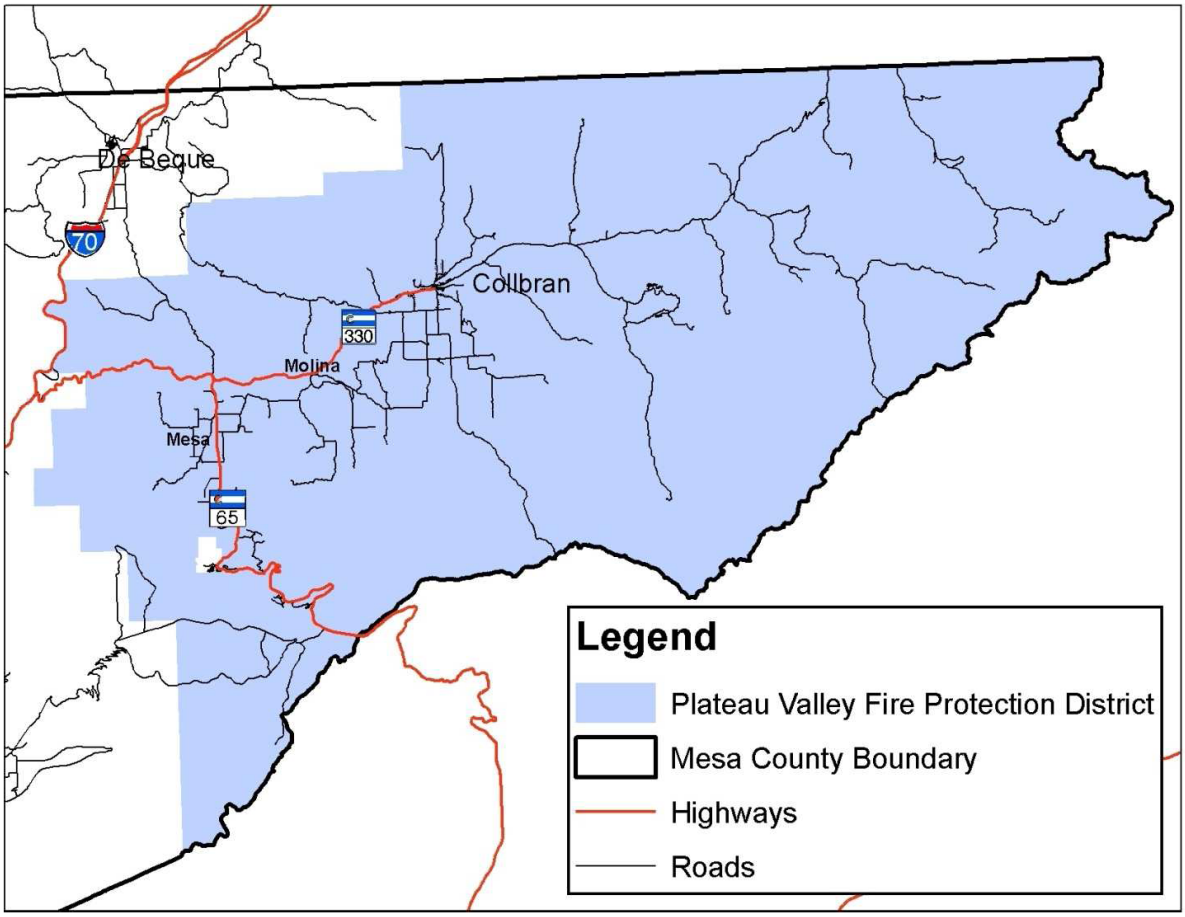
(a) District Profile. The material presented in this section applies to two fire protection districts in Mesa County, which are described below. Each of the districts participated individually in this planning process. Figure 31 shows all fire districts in Mesa County.

Figure 31: Fire Protection Districts in Mesa County



(b) Plateau Valley Fire Protection District. The Plateau Valley Fire Protection District (PVFPD) covers an area of 803 square miles as shown in Figure 32, with a residential population of approximately 4,000 people. The district operates out of three fire stations with approximately 30 volunteers.

Figure 32: Plateau Valley FPD Boundary

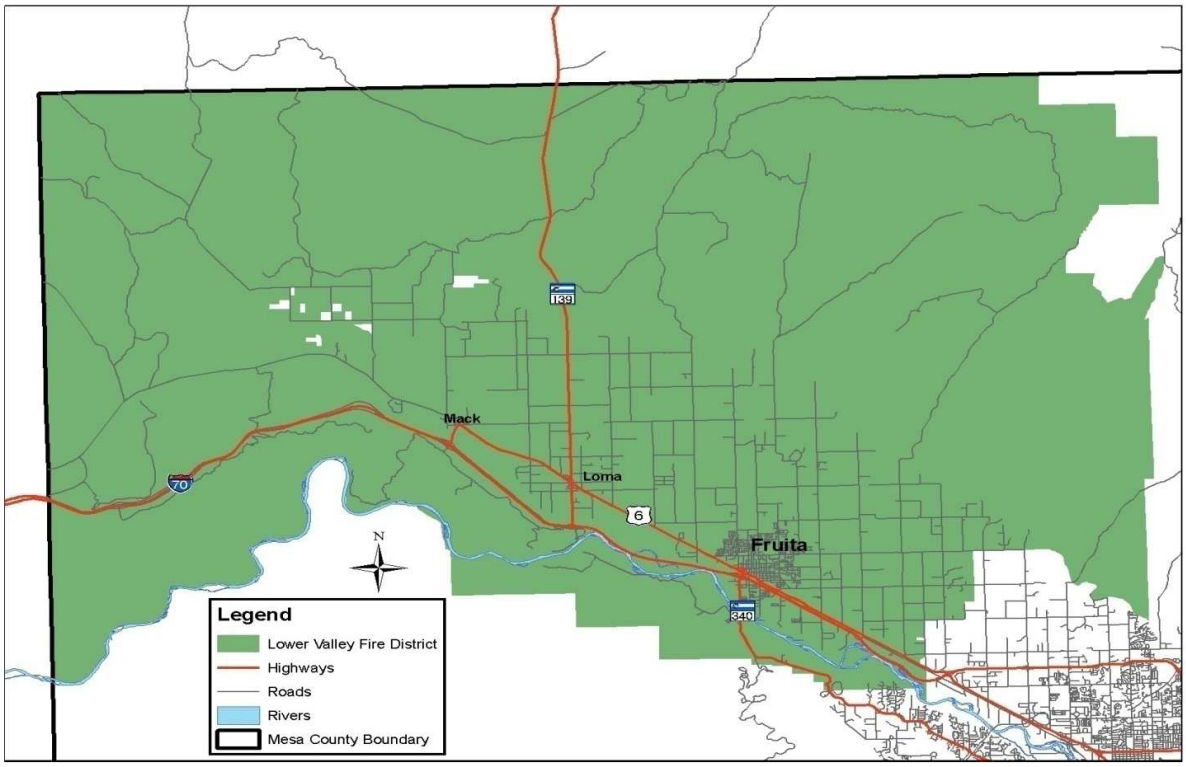


(c) Lower Valley Fire Protection District. The Lower Valley Fire Protection District (LVFPD) and the City of Fruita organized a fire district in 1973. The district split from the City and in 1980 became its own separate district. Both volunteer and paid positions make up the district and provide fire protection as well as emergency medical services.

Population of the district is approximately 20,000 people. LVFPD operates out of two fire stations: Station 31 is located in Fruita and houses three ambulances, two engines, two brush trucks, one water tender, one river boat and two ATVs. Station 32 is five miles to the west in Loma and houses one water tender, one ladder, one rescue and the antique fire truck.

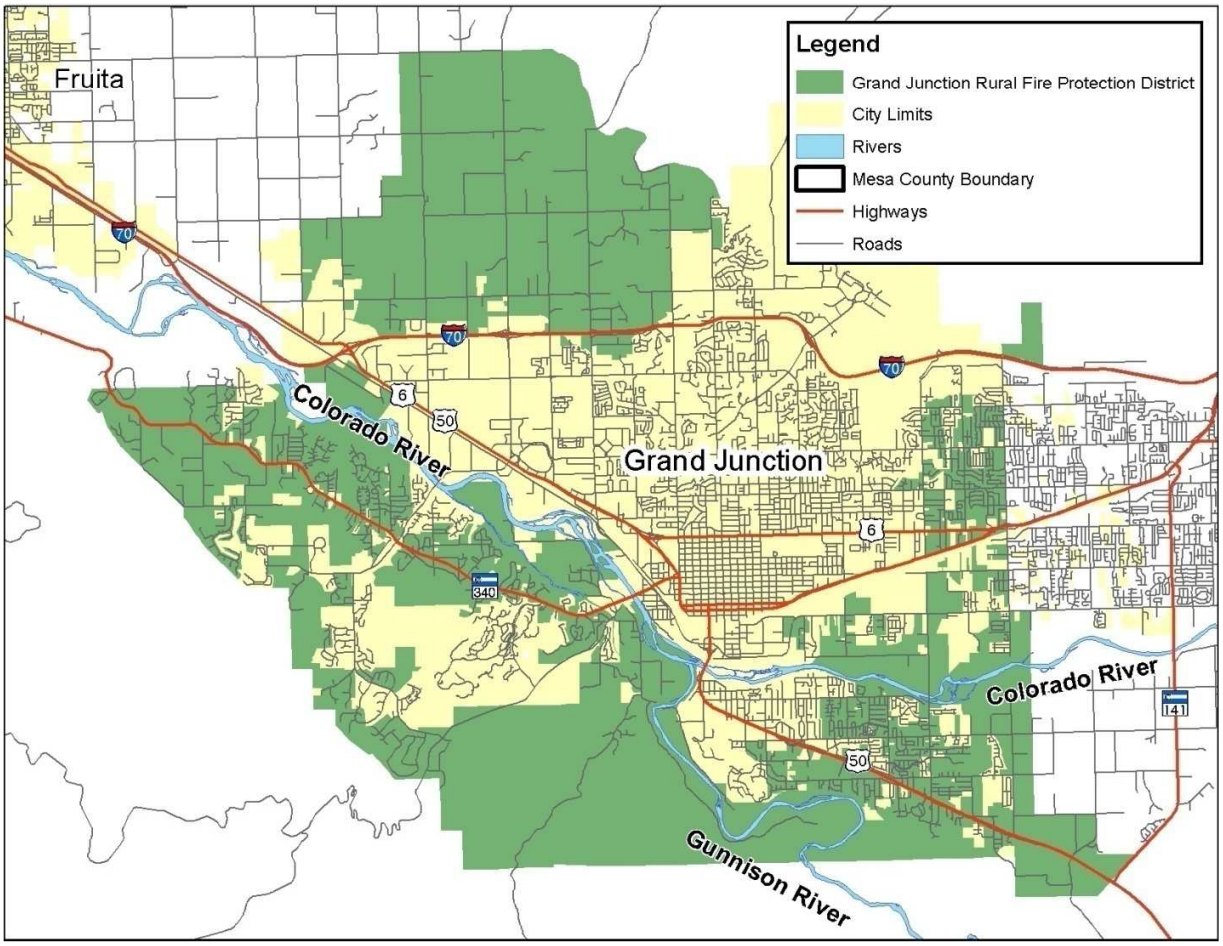
Coverage of the district amounts to approximately 225 square miles ranging from the City limits of Grand Junction on the east side and the Utah State border on the west side as shown in Figure 33. This area covers the Colorado National Monument to the south and continuing north to Douglas Pass in Garfield County. The District has a variety of terrain ranging from desert to heavy timber and rural residential to a small downtown commercial district. (Home: Lower Valley Fire Protection District, 2009)

Figure 33: Lower Valley Fire Protection District



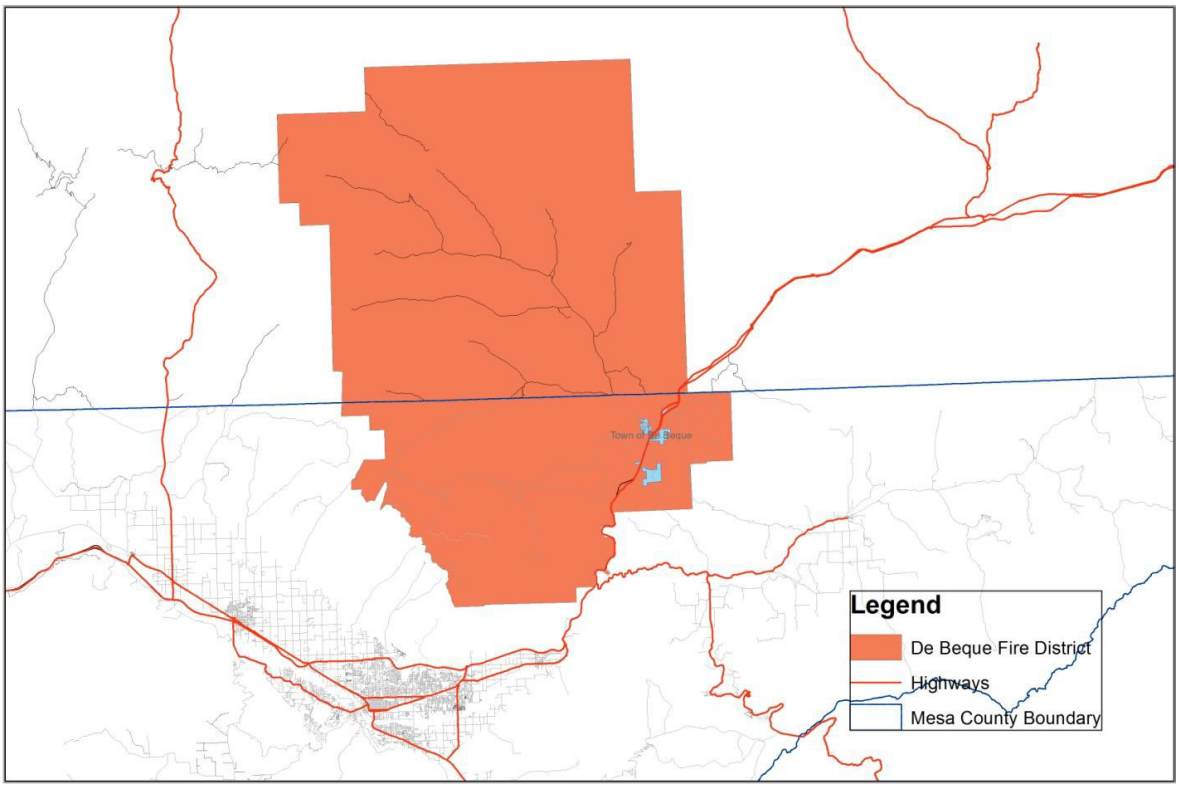
(d) Grand Junction Fire Department and Grand Junction Rural Fire Protection District. The Grand Junction Fire Department is an emergency organization that provides education, enforcement and emergency services to over 84,000 residents living within the City of Grand Junction and the Grand Junction Rural Fire Protection District. The Grand Junction Rural Fire Protection District is a taxing district surrounding the City limits which contracts with the City of Grand Junction to provide these services. Grand Junction Fire Department serves a total of 77 square miles with five stations and 120 full-time personnel as shown in Figure 34.

Figure 34: Grand Junction Fire Department and Grand Junction Rural Fire Protection District



(e) DeBeque Fire Protection District. The DeBeque Fire Protection District covers an area of 800 square miles shown in Figure 35, with a residential population of approximately 1,298 people, which includes district population residing in Garfield County. The district operates out of a single fire station with seven full-time and six part-time paid staff.

Figure 35: DeBeque Fire Protection District



(f) Hazard Identification and Profiles. As population continues to grow in Mesa County, development continues in the wildland-urban interface areas, increasing the risk of wildfires. Continued assessments and mitigation efforts are needed throughout the County to reduce the risk and impacts to communities. More detailed analysis has been done for the specific communities and can be found in those sections.

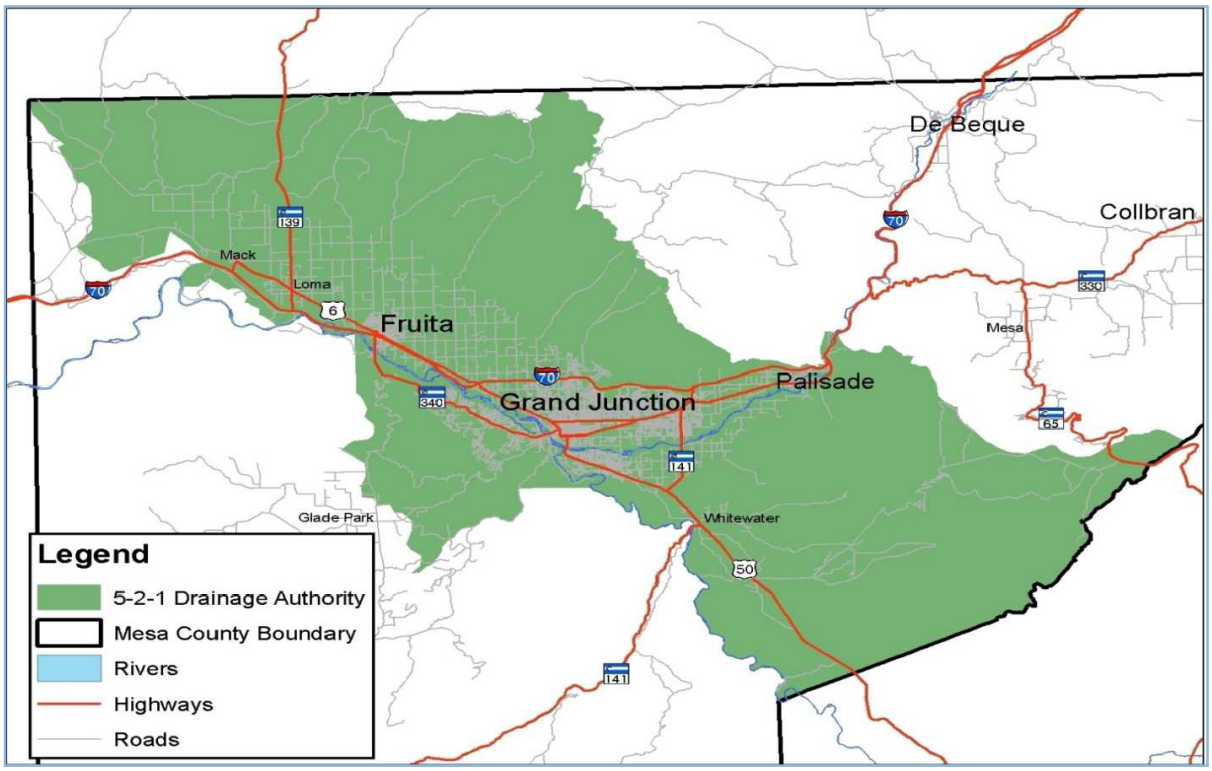
(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.720 5-2-1 Drainage Authority.

(a) Authority Profile. The 5-2-1 Drainage Authority was formed in June of 2004 through an intergovernmental agreement (IGA) between the City of Grand Junction, the City of Fruita, the Town of Palisade, Mesa County, and the Grand Valley Drainage District (formally the Grand Junction Drainage District). The Authority was formed in order to protect people and property from flooding, to comply with federal environmental regulations regarding water quality, and to provide a funding mechanism so that storm water services can be performed.

Figure 36 illustrates the service area that includes all of the City of Grand Junction, the City of Fruita, the Town of Palisade, the Grand Valley Drainage District, and that part of Mesa County south of the rim of the Bookcliffs to the northerly line of Mesa County. The boundary line then follows the westerly boundary of West Salt Creek to the Colorado River where it crosses the river and hugs the southerly bank of the river to a point where 16 Road would intersect and goes south to follow the drainage basin boundaries that encompasses lands all the way to No Thoroughfare Canyon where the boundary follows the channel to the A Road line, thence easterly to the Gunnison River. The line follows the point where it intersects the northerly boundary of Rapid Creek. All of Rapid Creek to the Colorado River is in the service area. (Home: 5-2-1 Drainage Authority)

Figure 36: 5-2-1 Drainage Authority Boundary



(Source: Mesa County GIS)

(b) Hazard Identification and Profiles. The 5-2-1 Drainage Authority is primarily responsible for storm water management. As precipitation falls, some is absorbed into the ground, and some makes its way into streams and rivers, and eventually oceans. In a natural environment, storm water will soak into soils and soft surfaces and some water will run into area streams. Due to the environment of the Grand Valley, the clay soils do not absorb moisture very well, causing storm water to flow into storm drains, creeks and rivers. Storm water does not go into a treatment plant so any pollutants like oil, grease, pesticides, fertilizers, detergents, lawn clippings, etc., are carried into the storm water and discharged into waterways and back into the environment.

(c) Vulnerability Assessment. Storm water management is the process of public education coupled with understanding, analyzing, planning for, and controlling storm water. Storm water management plays a critical role in controlling flooding, enhancing safety, protecting the environment, and meeting requirements of federal environmental regulations. Many existing facilities are aging, rusting or in need of repair and maintenance. The 5-2-1 Drainage Authority also needs to construct new facilities to adequately address storm water management in not only developing areas, but in all areas of the valley, including agricultural. Work on storm water facilities is needed in all areas of the Grand Valley to varying degrees. Some facilities have reached their service life, and a maintenance effort is not enough; replacement is necessary. Other facilities have become overgrown or eroded to a point where maintenance is needed. Lastly, facilities are not adequate or even in existence and in some cases major capital construction is needed to correct deficiencies. (Home: 5-2-1 Drainage Authority)

(d) Community Asset Inventory. The intent of this section is to assess the 5-2-1 Drainage Authority vulnerability separate from that of the planning area as a whole. One area prone to flooding in the Grand Valley is Bosley Wash between the unincorporated Clifton area and the Town of Palisade. Floodwaters have made Highway 6 between Clifton and Palisade impassable in the recent past and

have flooded homes and farmlands. Studies have been performed on this area for the purpose of alleviating these problems.

(e) Vulnerability by Hazard. The 5-2-1 Drainage Authority is currently studying other washes in the Grand Valley to determine what measures need to be taken to mitigate flooding of homes and farmlands. There are proposals to build detention facilities and to correct other structures, such as bridges and culverts. There are 28 major washes in the Grand Valley to be studied with corrective action to be taken. (Home: 5-2-1 Drainage Authority)

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

42.08.730 Works cited.

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(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix A Plan Adoption Resolutions

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO, ADOPTING THE 2015 MESA COUNTY HAZARD MITIGATION PLAN

WHEREAS, Mesa County recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Colorado Division of Homeland Security and Emergency Management and Federal Emergency Management Agency, Region VIII, officials have reviewed the 2015 Mesa County Hazard Mitigation Plan and have approved said plan as meeting the requirements of 44 C.F.R. 201.6; and

WHEREAS, Mesa County staff fully participated in the mitigation planning process to prepare the 2015 Mesa County Hazard Mitigation Plan and recommends approval by the Board of County Commissioners..

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MESA COUNTY, COLORADO, THAT:

1. That Mesa County hereby adopts the 2015 Mesa County Hazard Mitigation Plan as the multi-hazard mitigation plan for Mesa County, Colorado.

PASSED THIS 8th DAY OF JUNE, 2015.

By: _____
Rose Pugliese, Chair
Mesa County Board of County Commissioners

Attest:

_____
Mesa County Clerk and Recorder

RESOLUTION NO. 32-15

A RESOLUTION ADOPTING THE 2015 MESA COUNTY, COLORADO HAZARD MITIGATION PLAN

WHEREAS, the City of Grand Junction recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, an adopted hazard mitigation plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

WHEREAS, the Colorado Division of Homeland Security and Emergency Management and Federal Emergency Management Agency, Region VIII, officials have reviewed the 2015 Mesa County Hazard Mitigation Plan and have approved said plan as meeting the requirements of 44 C.F.R. 201.6; and

WHEREAS, City of Grand Junction staff fully participated in the mitigation planning process to prepare the 2015 Mesa County Hazard Mitigation Plan and recommends approval by the City of Grand Junction.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO, THAT:

1. The City of Grand Junction hereby adopts the 2015 Mesa County Hazard Mitigation Plan as the multi-hazard mitigation plan for the City of Grand Junction.

PASSED THIS 1ST DAY OF JULY, 2015.

/s/ Phyllis Norris
President of the Council

Attest:

/s/ Stephanie Tuin
City Clerk

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix B Kick-off Meeting Invitation List

Agency	Address	City	State	Zip
Town of Collbran	PO Box 387	Collbran	CO	81624
City of Fruita	325 E. Aspen Ave.	Fruita	CO	81521
City of Grand Junction	250 North 5th St.	Grand Junction	CO	81501
Town of DeBeque	381 Minter Ave.	DeBeque	CO	81630
Town of Palisade	175 E. 3rd St.	Palisade	CO	81526
Central Orchard Mesa Fire Protection District	3253 B 1/2 Rd	Grand Junction	CO	81503
DeBeque Fire Protection District	380 Curtis Ave	DeBeque	CO	81630
Glade Park Volunteer Fire Department	16400 DS Rd	Glade Park	CO	81523
Grand Junction Rural Fire Protection District	PO Box 4450	Grand Junction	CO	81502
Lower Valley Fire Protection District	168 N. Mesa St	Fruita	CO	81521
Palisade Rural Fire Protection District	3836 G Rd	Palisade	CO	81526
Gateway-Unaweep Fire Protection District	PO Box 126	Gateway	CO	81522
Clifton Fire Protection District	3254 F Rd	Clifton	CO	81520
East Orchard Mesa Fire Protection District	455 35 Rd	Palisade	CO	81526
Grand Junction Fire Department	330 South 6th St	Grand Junction	CO	81501
Lands End Fire Protection District	34980 Pronghorn Dr	Whitewater	CO	81527
Palisade Fire Department	366 W. 8th St	Palisade	CO	81526
Plateau Valley Fire Protection District	49084 KE 1/2 Rd	Mesa	CO	81643
Grand Mesa Metropolitan District	PO Box 485	Mesa	CO	81643
Southwest Mesa County Rural Services PID	544 Rood Ave	Grand Junction	CO	81501
Whitewater PID	544 Rood Ave	Grand Junction	CO	81501
Mesa County Lower Valley PID	544 Rood Ave	Grand Junction	CO	81501
Mesa County Whitewater Urban Services PID	544 Rood Ave	Grand Junction	CO	81501
Grand Valley Drainage District	722 23 Rd	Grand Junction	CO	81505
Redlands Mesa Metropolitan District	450 E. 17th Ave	Denver	CO	80203
Upper Grand Valley Pest Control District	PO Box 20000	Grand Junction	CO	81502-5087
Mesa Water and Sanitation District	10963 Hwy 65	Mesa	CO	81643
Central Grand Valley Sanitation District	541 Hoover Dr	Grand Junction	CO	81504
Persigo Wastewater Treatment Plant/Service Area	2145 River Rd	Grand Junction	CO	81505
Clifton Sanitation District	3217 D Rd	Clifton	CO	81520
Clifton Water District	510 34 Rd	Clifton	CO	81520
Ute Water Conservancy District	560 25 Rd	Grand Junction	CO	81506
Colorado River District	PO Box 1120	Glenwood Springs	CO	81602
Colorado Division of Water Resources	2754 Compas Dr #175	Grand Junction	CO	81506
Colorado Division of Water Resources	PO Box 396	Glenwood Springs	CO	81602
West Divide Water Conservancy District	PO Box 1478	Rifle	CO	81650
Colorado State Patrol	554 Jurassic Ct	Fruita	CO	81521
Collbran Town Marshal	1010 High St	Collbran	CO	81624
Fruita Police Department	101 W. McCune Ave	Fruita	CO	81521
Mesa County Sheriff's Office	215 Rice St	Grand Junction	CO	81502
Grand Junction Police Department	555 Ute Ave	Grand Junction	CO	81501
DeBeque Town Marshal	381 Minter Ave.	DeBeque	CO	81630
Palisade Police Department	175 East 3rd St	Palisade	CO	81526

Agency	Address	City	State	Zip
Federal Bureau of Investigation	PO Box 1905	Grand Junction	CO	81502
National Weather Service - GJT	2844 Aviators Way	Grand Junction	CO	81506
Grand Valley Power	845 22 Rd	Grand Junction	CO	81505
Bureau of Land Management	2815 H Rd	Grand Junction	CO	81506
Mesa County Flood Plain Manager	PO Box 20000	Grand Junction	CO	81502
Xcel Energy	2538 Blichman Ave	Grand Junction	CO	81505
Redlands Water and Power Co.	2216 S. Broadway	Grand Junction	CO	81503
Bureau of Land Management	2774 Landing View Ln	Grand Junction	CO	81506
Colorado State Forest Service	2764 Compass Drive, Suite 238	Grand Junction	CO	81506
CDHSEM	9195 E. Mineral Ave., Suite 200	Centennial	CO	80112
Colorado Dept. of Agriculture	700 Kipling St., Suite 4000	Lakewood	CO	81215-8000
Grand Junction Regional Communications Center	555 Ute Ave	Grand Junction	CO	81501
Grand Junction Public Works	250 North 5th St.	Grand Junction	CO	81501
Mesa County GIS	544 Rood Ave	Grand Junction	CO	81501
Mesa County Engineering Department	PO Box 20000	Grand Junction	CO	81502
Mesa County Planning Department	PO Box 20000	Grand Junction	CO	81502
Mesa County Public Works	PO Box 20000	Grand Junction	CO	81502
Mesa County Health Department	510 29 1/2 Rd	Grand Junction	CO	81504
Colorado Water Conservation Board	1313 Sherman St., Room 721	Denver	CO	80203
Colorado Geological Survey	1500 Ilinois St	Golden	CO	80401
Colorado National Monument	1750 Rim Rock Dr	Fruita	CO	81521
FEMA Region VIII – Mitigation Office	PO Box 25267	Denver	CO	80225-0267
U.S. Forest Service	2777 Crossroads Blvd	Grand Junction	CO	81506
U.S. Forest Service	2250 Highway 50	Delta	CO	81416
Mesa County Fleet Services	PO Box 20000	Grand Junction	CO	81502-5001
City of Grand Junction Water Department	333 West Ave. Bldg A	Grand Junction	CO	81501
5-2-1 Drainage Authority	250 North 5th St.	Grand Junction	CO	81501
Bureau of Reclamation	445 W. Gunnison Ave	Grand Junction	CO	81501

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix C Invitation Letter to Kick-off Meeting

July 2, 2014

To Whom It May Concern:

Mesa County Emergency Management will be undertaking the task of updating the *2010 Mesa County Hazard Mitigation Plan*. This multijurisdictional plan is developed to assess risk from natural hazards and to identify actions that can be taken in advance to reduce long-term risk to the people and property of Mesa County. The Disaster Mitigation Act of 2000 requires all local governments to have an approved plan to be eligible for certain federal disaster assistance and mitigation funding programs.

The hazard mitigation planning process is heavily dependent on the participation of representatives from local government agencies and departments, the public, and other stakeholder groups. A Hazard Mitigation Planning Committee will be formed to support this project and will include representatives from the County, cities/towns, special districts, and other local, state, and federal agencies in or that serve Mesa County.

Your organization's participation on the planning committee is requested due to the information, technical knowledge or other valuable experience you have about your community or agency. Please designate a representative to serve on the committee and attend the kickoff meeting. If you have more than one department or individuals that you would like to attend, please feel free to invite them.

Mesa County Hazard Mitigation Plan Kick-off Meeting

July 22, 2014 (10:00 AM – 12:00 PM)

Mesa County Central Services Building – Room 40A

200 South Spruce St., Grand Junction, CO 81501

Please respond as to whether or not you or your representative will be able to attend. My contact information is included at the top of this letter. Thank you for your attention to this important project.

Sincerely,

Andrew Martsolf, MBA, CO-CEM

Mesa County Emergency Manager

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix D HMPC Meeting Agendas, Sign-In Sheets, and Sample Worksheets

AGENDA

Mesa County Multi-Hazard Mitigation Plan Kick-off Meeting

July 22, 2014

10:00 a.m. – 12:00 p.m.

Mesa County Courthouse: Mesa County Centralized Services Building

10:00 a.m. – 10:15 a.m.	Opening Remarks Introductions
10:15 a.m. – 10:30 a.m.	Local Hazard Mitigation Plan Purpose and Requirements
10:30 a.m. – 10:45 a.m.	Identification of Multi-Jurisdictional Participation and Hazard Mitigation Planning Committee Planning for Public Involvement
10:45 a.m. – 12:00 p.m.	Hazard Identification and Data Collection Needs Worksheets 1 – 3 Next Steps

Sign-In Sheet
Mesa County Hazard Mitigation Plan
Planning Kick-Off Meeting
July 22, 2014

Name	Jurisdiction/Department	Address	Phone	Email Address
Mike Lorung	Pedaste & Degraw	Pobox 60 Degraw	263-5198	Mschmidt@pedaste.org
Michael Black	Grand Valley Power	845 22 Rd	260-8176	mblack@gvp.org
Roni Smith	Clifton Sanitation	3317 D 12th	434-7480	Csmithcliftonsanitation.com
Fred Lanterman	Vail Engineering	2538 Blichmann	244-1611	fred.lanterman@vailengineering.com
Connie Goddard	Mesa County	2005 Struce	244 1811	connie.goddard@mesacounty.us
Gus Hendricks	GJ Fire	625 Ute Ave	549-5800	gush@gjcity.org
[illegible]	GJPD	250 N 5th St	244-3587	[illegible]
David Reinertsen	Clifton Water	5610 34 Road	434-7328	dreinertsen@cliftonwaterdistrict.org
Dave Graham	COMFD	3253 B½ Rd G.J.	640-0434	Firedavec_34@hotmail.com
Rick Corsi	MCFT		241-1796	rick.corsi@mesacounty.us
Scott Carlson	GJ City/SZI	250 N 5th	244-1768	scottc@gjcity.org
Darren Starr	PPD	125 E Main	244-3601	dstarr@ppcolorado.org
Laura Edmiston	GJPD	555 Ute	244-3587	ledmiston@gjpd.org
Corey Magnuson	GJPD	555 Ute	256-4082	coreym@gjpd.org
Bob Lee	Grand Co.	250 N 5th St	970-244-1663	blee@grandjunctionco.gov
Richard Rupp	Palisade	341 W 2nd ST	270-0753	rrupp@townofpalisade.org
Kathy Hall	Mesa Planning	PO Box 20000	244-1657	kathyh@mesacounty.us
[illegible]	Fruita PD	157 S Mesa St Fruita	[illegible]	[illegible]

Sign-In Sheet
Mesa County Hazard Mitigation Plan
Planning Kick-Off Meeting
July 22, 2014

Name	Jurisdiction/Department	Address	Phone	Email Address
Yolanda Isaac	Ute Water	PO Box 460, Gy. Jct	970-256-2884	kisaac@ute.water.org
Kamie Long	CSFS		248-7324	Kamie.long@colostate.edu
mike Hanly	DeBeque Fire		970-985-6727	
Aldis Strautins	NWS			
Garrett Jackson	CDWR		970 245 8355	
RAY TENNEY	CENCD	PO Box 1120 Glenwood Springs, CO		
Aislynn Tarman-Hill	Health Dept		9702810977	aislynn.tarman-hill@mesacounty.us
MATT OZANIC	COLO. STATE PATROL	554 JURASSIC CT. FRUITA 81521	970-858-2250	MATT.OZANIC@STATE.CO.US
JIM PRINGLE	NWS	GJT., CO 81507 2844 AVIATORS WAY	243-7007 x224	james.pringle@noaa.gov

AGENDA

Mesa County Multi-Hazard Mitigation Plan – 2nd Meeting

August 27, 2014

10:00 a.m. – 12:00 p.m.

Mesa County Courthouse: Mesa County Centralized Services Building

10:00 a.m. – 10:15 a.m.	Opening Remarks Introductions
10:15 a.m. – 10:45 a.m.	Review Hazard Scoring Model and Validate Mesa County and Jurisdiction Hazard Profiles Validate Plan Focus (High Hazards) Validate Plan Goals
10:45 a.m. – 11:30 a.m.	Review and validate hazard areas for the purpose of conducting vulnerability assessments
11:30 a.m. – 12:00 p.m.	Homework Discussion Worksheet 5 Mitigation Project Description (Required for each jurisdiction) Next Steps

Sign-In Sheet
Mesa County Hazard Mitigation Plan
2nd Planning Meeting
August 27, 2014

Name	Jurisdiction/Department	Address	Phone	Email Address
Andy Martinez	Mesa County / Emerg	215 Rice St. G.J.	970-244-1745	andrew.martinez@mesacounty.us
Bret Guillory	City of Grand Junction	250 North 5th St.	970-244-1508	bretg@gjcity.org
Jon Hendricks	GJ Fire	1326 Ute Ave GJ	970-549-5871	jonh@gjcity.org
Mike Harvey	DeBeque Fire	220 Curtis Ave. DeBeque	970-283-9821	firechief@debeque.org
Dan Richardson	Clifton Water	510 32 Road Clifton	970-434-7319	drichardson@ClftonWater.org
Richard Rapp	Palisade Fire	341 W 7th St Palisade	970-270-0453	rrapp@palisade.co.gov
Kenneth Williams	Fruita	398-403 Rd	970-858-0786	kwilliams@fruita.org
Kalandra Isaac	Ute Water	2190 H 1/4 Rd. GJ.	970-256-7416	kisaac@utewater.org
John Ziemann	G.J. P.D.	625 Utah GJ	970-549-5454	johnz@gjcity.org
Dave Gittemeier	Comm'D	3253 B 1/2 G.J.	970-640-6434	Files.dave@gmail.com
Rick Corsi	MCIT		244-1796	Rick.corsi@mesacounty.us
Chris Kadel	GIS		244-1760	chris.kadel@mesacounty.us
Kathy Simonsen	ME Planning		255-7187	kathy.simonsen@mesacounty.us
Carrie Godsey	MC Engineering		244-1811	Carrie.godsey@mesacounty.us
Jamey Magee	CDD	1577 Mesa St.	256-4032	jameym@ci.fruita.co.us
Tom Heston	F Public Works	325 E Aspen	858-9552	theston@fruita.org

AGENDA

Mesa County Multi-Hazard Mitigation Plan – 3rd Meeting

September 23, 2014

10:00 a.m. – 12:00 p.m.

Mesa County Courthouse: Mesa County Centralized Services Building

10:00 a.m. – 10:15 a.m.	Opening Remarks Introductions
10:15 a.m. – 11:00 a.m.	Review Hazard Mitigation Action Matrix for Project Status
11:00 a.m. – 11:30 a.m.	Next Steps

Sign-In Sheet
Mesa County Hazard Mitigation Plan
3rd Planning Meeting
September 23, 2014

Name	Jurisdiction/Department	Address	Phone	Email Address
Mike Lasswell	DeBeque	381 Main Ave DeBeque	283-5146	Marshal@debeque.org
Gus Hendricks	GJFD	625 Ute Ave GJ	549-5800	gush@gjcity.org
GARY MARAK	GJPD	555 Ute AVE	986 0592	garym@gjcity.org
Tom Huston	COF	325 E. Aspen	858-9558	thuston@fruita.org
Frank Cavaliere	LVFD	168 N. Mesa ST	858-3133	fcavaliere@lvfdfive.org
Ryan Davison	MC GIS	5411 Road Five.	244-1880	ryan.davison@mesacounty.us
Kaye Simonsen	MC Planning	200 S Spruce	255-7189	kaye.simonsen@mesacounty.us
Kalanda Isaac	Ute Water	PO Box 1460	256-2566	kisaac@utewater.org
mike HARVEY	DeBeque Fire Dist.	P.O. Box 1980 DeBeque	283-8632	firechief@debequefire.org
Aislynn Tamaribuchi	MMHD	510 Rd 1/2 Palisade	683-6619	aislynn.tamaribuchi@mesacounty.us
Keith Fife	MCLP-P	200 S Spruce	244-1654	Keith.Fife@mesacounty.us
Carrie Gudorf	MC Engineering	" "	244 1811	Carrie.gudorf@mesacounty.us
Jim Pringle	NWS	2548 Aviators Way	243-7007 x726	james.pringle@noaa.gov
Bret Guge	Grand Jct.	250 N 5th St	244-1570	bguge@gjcity.org

AGENDA

Mesa County Multi-Hazard Mitigation Meeting – Final Planning Meeting

November 20, 2014

9:00 a.m. – 10:00 a.m.

Mesa County Courthouse: Mesa County Centralized Services Building

9:00 a.m. – 9:15 a.m.	Opening Remarks
	Introductions
9:15 a.m. – 10:00 a.m.	Review of Updated Plan Elements
	Remaining Planning Gaps
	Next Steps

Sign-In Sheet
Mesa County Hazard Mitigation Plan
Final Planning Meeting
November 20, 2014

Name	Jurisdiction/Department	Address	Phone	Email Address
Andy Mactal SC	Mesa County / OEM	215 Rice St. GJ, CO 81501	970-244-1835	amactal@mesacounty.us
Mike Haverly	Debeque FD	P.O. Box 1038 Debeque	283 9622	firechief@debequefire.org
Mike Lockwood	Plateau Valley Fire	PO Box 210 Mesa	268-5268	pvfd chief@gmail.com
Robert Schweissing	Grand Jct. (City)	250 N 5th St.	244-1510	Bobs@gjcity.org
Kenya Simonsen	Mesa County Planning	200 S. Spruce St 81501	255 7191	kenya.simonsen@mesacounty.us
Rikenda Thorne	Utility Undrgd	Po Box 4567 GJ	256-4161	Rikenda@utilityundergrounding.com
Adam Hollenbeck	Colorado Mesa Univ	P.O. Box 3087 Gj	467-3751	adhollenbeck@coloradomesa.edu
Kenneth Fike	M.C. Operations	PO Box 20000 81502	244-1650	kenneth.fike@bluemesapower.com
John Camp	G.J. P.D.		970 256 0955	JOHN.CAMP@GJCITY.ORG
Jim Bulkley	Mesa Weather Svc	2344 Aviators Way GJ 81506	243-7007 x224	jim@s.mesa.gov
Mike Sirotnak	NWS	" "	" "	
Dave Crichton	COMFD	3253 B 1/2 Rd. GJ 81503	970 640 2014	Fire Division@Mesacounty.us
George Gucker	MC/Emergency	200 S Spruce	(970) 244 1811	George.Gucker@mesacounty.us

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix E Data Collection Worksheets

Historic Hazard Event Data Collection Sheet
Worksheet #1

Instructions: Please fill out one sheet for each event with as much detail as possible. Attach supporting documentation, photocopies of newspaper articles or other original sources.

Type of natural hazard event:	
Date of event:	
Description of the nature and magnitude of the event:	
Location (community or description with map):	
Injuries:	
Deaths:	
Property damage:	
Infrastructure damage:	
Business/Economic impact:	
Road/School/Other closures:	
Other damage:	
Total damages:	
Insured losses:	
Fed/State Disaster relief funding ($):	
Opinion on likelihood of occurring again:	
Source of information:	
Comments:	

Contact Information	
Name of Jurisdiction:	
Submitted By:	
Address:	
Phone:	

Vulnerability Assessment
Worksheet #2

Instructions: Please complete to the extent possible the vulnerable buildings, populations, critical facilities and infrastructure for each hazard that affects your jurisdiction. This information will be used to estimate disaster losses, which can then be used to gauge potential benefits of mitigation measures. Attach supporting documentation, photocopies of engineering reports or other sources.

Hazard:

Location and Description of Potential Impact:

Building Inventory:

Residential	**Count**	**Estimated Value**
Comments		
Commercial	**Count**	**Estimated Value**
Comments		

Industrial	**Count**	**Estimated Value**
Comments		
Agricultural	**Count**	**Estimated Value**
Comments		

Other (Define, e.g., gov.)	**Count**	**Estimated Value**
Comments		

Capabilities Matrix
Capabilities Worksheet #3

Jurisdiction:	Y/N/NA/Unknown	Comments
Comp Plan/General Plan		
Special Plans		
Subdivision Ordinance		
Zoning Ordinance		
NFIP/FPM Ordinance		
Substantial Damage Language		
Admin./Certified Floodplain Manager		
# of Flood-Threatened Buildings		
# of Flood Insurance Policies		
# of Repetitive Losses		
Maintain Elevation Certificates		
CRS Rating, if applicable		
Storm Water Program		
Erosion or Sediment Controls		
Building Code Version		
Full-Time Building Official		
Conduct “As-Built” Inspections		
BCEGS Rating		
Local Emergency Operations Plan		
Fire Department ISO Rating		
Fire Safe Programs		
Hazard Mitigation Plans		
Warning Systems/Services		
StormReady Certified		
Weather Radio Reception		
Outdoor Warning Sirens		
Emergency Notification (R-911)		
GIS System		
Hazard Data		
Building Footprints		
Links to Assessor Data		
Land Use Designations		
Structural Protection Projects		
Property Protection Projects		
Critical Facilities Protected		
Natural/Cultural Resources Inventory		
Public Information Program/Outlet		
Environmental Education Program		

Mitigation Strategy – Identify Mitigation Actions
Worksheet #4

Instructions: For each type of loss identified on previous worksheets, determine possible actions. Record information below.

Hazard:

Priority	Possible Actions (Include Location)	Sources of Information (include sources you reference and documentation)	Comments (Note any initial issues you may want to discuss or research further)	Planning Reference (Determine into which pre-existing planning suggested projects can be integrated)

Contact Information:

Name of Jurisdiction:

Submitted By:

Address:

Phone:

Mitigation Project Description Worksheet
Worksheet #5

Instructions: Use this guide to record potential mitigation projects (one or more pages per project) identified during the planning process. Provide as much detail as possible and use additional pages as necessary. These will be collected following HMPC meetings on mitigation goals and measures and included in the plan.

Jurisdiction:

Mitigation Project:

Issue/Background:

Other alternatives:

Responsible Agency:

Priority (High-Medium-Low):

Cost Estimate:

Benefits (Avoided Losses):

Potential Funding:

Schedule:

Worksheet Submitted By:

Name and Title:

Phone:

Address:

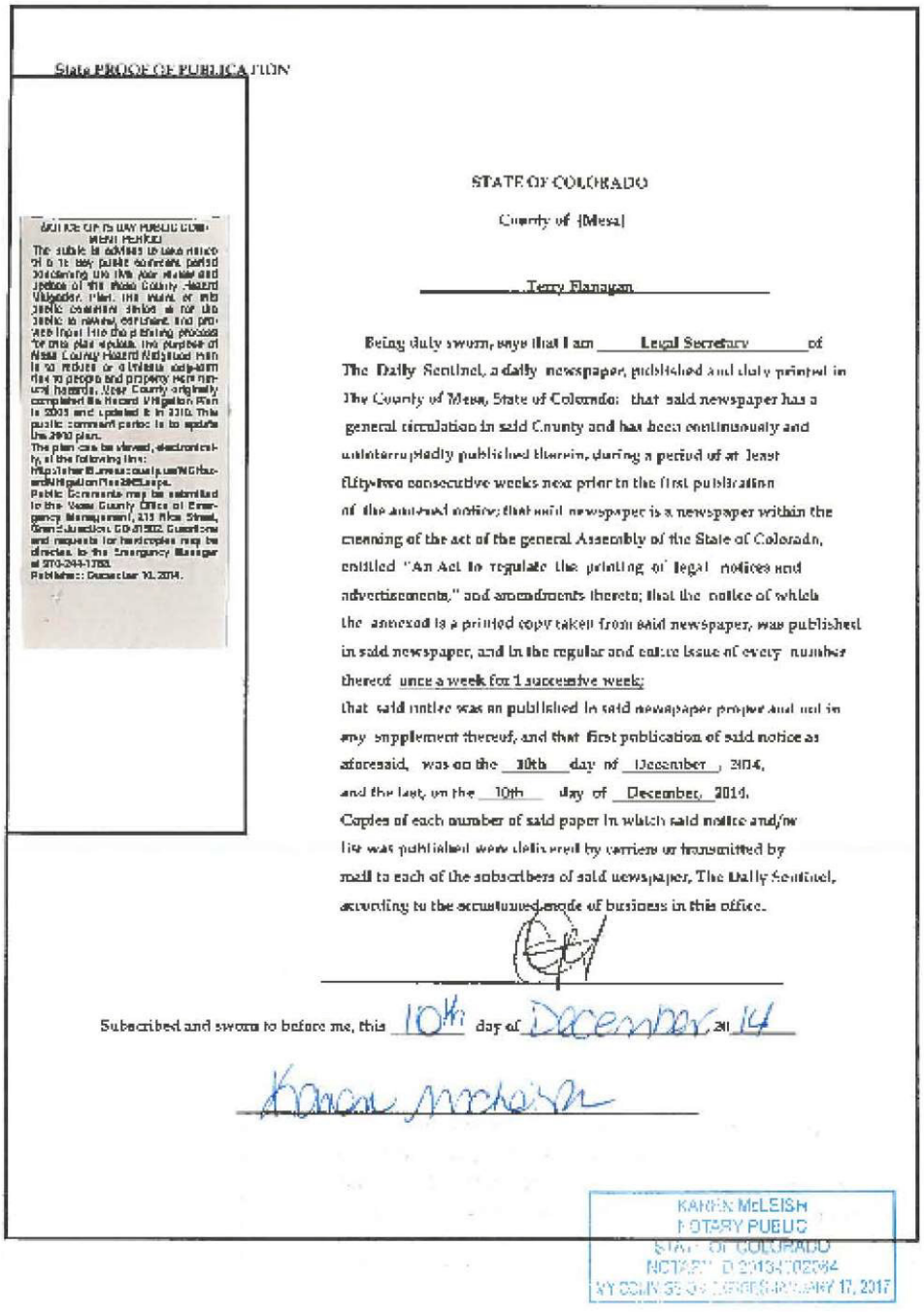
(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix F Mesa County Hazard Mitigation Planning Committee Members

Name	Agency
Mike Lorsung	Town of DeBeque (Town Marshal)
Michael Birch	Grand Valley Power
Pam Smith	Clifton Sanitation
Fred Eggleston	Xcel Energy
Carrie Gudorf	Mesa County (Engineering)
Gus Hendricks	City of Grand Junction (Fire Department)
Kevin Williams	Grand Valley Drainage District
David Reinertson	Clifton Water
Dave Gitchell	Central Orchard Mesa Fire Protection District
Rick Corsi	Mesa County (GIS)
Greg Lanning	City of Grand Junction
Debra Funston	Town of Palisade (Police Department)
Laura Etcheverry	Grand Junction Regional Communications Center
Gary Marak	City of Grand Junction (Police Department)
Bob Kelley	City of Grand Junction
Richard Rupp	Town of Palisade (Fire Department)
Keith Fife	Mesa County (Long Range Planning)
Judy Macy	City of Fruita (Police Department)
Kalanda Isaac	Ute Water District
Kamie Long	Colorado State Forest Service
Mike Harvey	DeBeque Fire Protection District
Aldis Strautins	National Weather Service
Garrett Jackson	Colorado Division of Water Resources
Ray Tenney	CRWCD
Aislynn Tolman-Hill	Mesa County (Public Health)
Matt Ozanic	Colorado State Patrol
Jim Pringle	National Weather Service
Andy Martsolf	Mesa County Office of Emergency Management
Bret Guillory	City of Grand Junction
John Zen	City of Grand Junction (Police Department)
Chris Kadel	Mesa County (GIS)
Kaye Simonson	Mesa County (Planning Department)
Tom Huston	City of Fruita (Public Works)
Frank Cavaliere	Lower Valley Fire Protection District
Ryan Davison	Mesa County (GIS)
Adam Appelhanz	Town of Collbran (Collbran Marshal)
Mike Lockwood	Plateau Valley Fire Protection District

(Res. 32-15, 7-1-15; Senate Bill 11-265, 6-6-11; Res. 05-10, 1-6-10)

Appendix G Public Review and Comment Notice



State PROOF OF PUBLICATION

NOTICE OF 15 DAY PUBLIC COMMENT PERIOD

The public is advised to take notice of a 15 day public comment period concerning the draft Mesa County Hazard Mitigation Plan. The intent of this public comment period is for the public to review, comment, and provide input to the planning process for this plan update. The purpose of Mesa County Hazard Mitigation Plan is to reduce or eliminate long-term risk to people and property from natural hazards. Mesa County originally completed the Hazard Mitigation Plan in 2005 and updated it in 2010. This public comment period is to update the 2010 plan.

The plan can be viewed, electronically, at the following link:
http://www.mesacounty.us/PW/HazardMitigationPlan2015.aspx.

Public Comments may be submitted to the Mesa County Office of Emergency Management, 215 Rice Street, Grand Junction, CO 81501. Questions and requests for hard copies may be directed to the Emergency Manager at 970-244-1783.

Published: December 10, 2014.

STATE OF COLORADO

County of {Mesa}

Terry Flanagan

Being duly sworn, says that I am Legal Secretary of The Daily Sentinel, a daily newspaper, published and duly printed in The County of Mesa, State of Colorado: that said newspaper has a general circulation in said County and has been continuously and uninterruptedly published therein, during a period of at least fifty-two consecutive weeks next prior to the first publication of the annexed notice; that said newspaper is a newspaper within the meaning of the act of the general Assembly of the State of Colorado, entitled "An Act to regulate the printing of legal notices and advertisements," and amendments thereto; that the notice of which the annexed is a printed copy taken from said newspaper, was published in said newspaper, and in the regular and entire issue of every number thereof once a week for 1 successive week;

that said notice was an published in said newspaper proper and not in any supplement thereof, and that first publication of said notice as aforesaid, was on the 10th day of December, 2014, and the last, on the 10th day of December, 2014.

Copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, The Daily Sentinel, according to the accustomed mode of business in this office.

Subscribed and sworn to before me, this 10th day of December, 2014

KAREN McLEISH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034002094
MY COMMISSION EXPIRES JANUARY 17, 2017

(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Appendix I Table of Figures

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FIGURE 6 MAP OF DAMS IN MESA COUNTY
FIGURE 7 FAULTS IN MESA COUNTY
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FIGURE 10 DEBEQUE CANYON SLIDE AREA
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FIGURE 31 FIRE PROTECTION DISTRICTS IN MESA COUNTY
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FIGURE 33 LOWER VALLEY FIRE PROTECTION DISTRICT
FIGURE 34 GRAND JUNCTION FIRE DEPARTMENT AND GRAND JUNCTION RURAL FIRE PROTECTION DISTRICT
FIGURE 35 DEBEQUE FIRE PROTECTION DISTRICT
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(Res. 32-15, 7-1-15; Res. 05-10, 1-6-10)

Chapter 42.16

REGIONAL COMMUNICATION CENTER OPERATING AGREEMENT

Sections:

42.16.010 Adoption.
42.16.020 Purpose.
42.16.030 Employee policies.
42.16.040 Insurance coverage.
42.16.050 Policies and procedures.
42.16.060 User group.
42.16.070 Board – Membership.
42.16.080 Board – Meetings.
42.16.090 Cost allocation.
42.16.100 Budgeting process.
42.16.110 Telephone Safety Authority Board.
42.16.120 Counterpart copies.
42.16.130 Agreement binding.

42.16.010 Adoption.

Be it resolved by the Grand Junction Police Department, Grand Junction Fire Department, Palisade Police Department, Mesa County Sheriff's Office, Fruita Police Department and Clifton Fire Protection District that this chapter is duly adopted and by its adoption the intergovernmental agreement in this chapter is adopted, ratified and confirmed with the benefits and obligations therein provided.

(Res. 16-98, 2-18-98. Formerly 42.04.010.)

42.16.020 Purpose.

The purpose of this intergovernmental agreement is to provide a basic working document that describes the mission and responsibility of the Grand Junction Regional Communications Center (GJRCC).

The agreement describes the relationship that exists between the City of Grand Junction and other agencies that utilize the GJRCC ("users") to provide both enhanced 9-1-1 service and telecommunications for police, fire and emergency medical services in Mesa County.

All users recognize that the GJRCC provides the best opportunity to provide the most efficient, professional and cost effective method for providing essential telecommunications to all police, fire and public emergency medical agencies.

It is in the best interest of all people who live in or travel through Mesa County that the GJRCC continues to function as a well-equipped, well-staffed and well-trained cooperative effort in providing this essential service.

Now therefore, in consideration of the following, the parties hereto, by their signatures do covenant, contract and agree as follows in this chapter.

(Res. 16-98, 2-18-98. Formerly 42.04.020.)

42.16.030 Employee policies.

All employees of the GJRCC are employees of the Grand Junction Police Department and, therefore, must comply with all City personnel provisions and requirements, e.g., City personnel policies. In addition, employees are regulated by the Grand Junction Police Department Policy and Procedures Manual and the GJRCC Operations Procedures Manual. If a conflict exists between these policies and manuals, the City's personnel policies (Personnel Policies and Procedures Manual – PPM) will govern. The Manager of the GJRCC is a Grand Junction Police Department employee who is supervised by the Grand

Junction Police Chief or his designee. All employment decisions concerning communications center employees, including hiring, firing, discipline, promotion, etc. are the responsibility of the Police Chief or his designee and are typically made following a recommendation from the Manager.

(Res. 16-98, 2-18-98. Formerly 42.04.030.)

42.16.040 Insurance coverage.

The City's insurer provides coverage for most of the operations of the GJRCC. The GJRCC pays a proportionate share of the City's policy premium. The present City policy provides coverage for employment-related lawsuits brought by or on behalf of any current or former GJRCC employee. The City will be responsible for its employees and agrees that any user in good standing should not be liable for any employment-related lawsuits brought against such user by or on behalf of any current or former GJRCC employee so long as such user has acted in accordance with law and the policies and procedures of the GJRCC; any such expenses/costs will be part of the GJRCC operating costs. The Police Department agrees to exercise reasonable management practices in order to minimize any such expenses and costs.

(Res. 16-98, 2-18-98. Formerly 42.04.040.)

42.16.050 Policies and procedures.

The GJRCC Policy and Procedure Manual, adopted by users on August 7, 1996, is the comprehensive manual that describes adopted policies, procedures and protocols for GJRCC operations. All users shall follow the policies, procedures and protocols contained therein. This manual may be amended periodically by the Board, as recommended by the Manager and "user group."

(Res. 16-98, 2-18-98. Formerly 42.04.050.)

42.16.060 User group.

The GJRCC will maintain a "user group," constituted and functioning in accordance with GJRCC Operations Procedure Manual Sections 1.14 and 1.15. The user group shall minimally include a representative from the GJPD, MCSO, FPD, PPD; a member designated by the fire districts to represent them; a GJRCC telecommunicator selected by the Grand Junction Police Chief, two GJRCC supervisors; and one at-large representative from the GJPD, MCSO, GJFD and the GJRCC. The at-large representative shall be non-supervisory, line personnel. The purpose of the "user group" is to help the GJRCC consistently monitor the needs of all users and provide a mechanism to address concerns and modify telecommunications procedures and protocol in order to deliver the best possible service to all users.

(Res. 16-98, 2-18-98. Formerly 42.04.060.)

42.16.070 Board – Membership.

All users will be represented by the GJRCC Board. The six-person Board will consist of: the Grand Junction Police Chief who will serve as its chairman; the Grand Junction Fire Chief, the Mesa County Sheriff, the Palisade Police Chief, the Fruita Police Chief, and one member chosen by and representing the following agencies: Lower Valley FPD, Palisade Rural FPD, East Orchard Mesa FPD, Central Orchard Mesa IFPD and Clifton FPD. For the purpose of conducting the business of the Board, each Board member has a vote or half vote as follows: Mesa County Sheriff – one vote; Grand Junction Police Chief – one vote; Grand Junction Fire Chief – one vote; Palisade Police Chief – one-half vote; Fruita Police Chief – one-half vote; a member chosen by the fire districts – one-half vote.

(Res. 16-98, 2-18-98. Formerly 42.04.070.)

42.16.080 Board – Meetings.

The Board will meet a minimum of three times per year. A meeting will be called in June of each year to discuss cost allocation methods, formulas and to discuss any changes to the same. A meeting will be called each September to review the GJRCC's proposed budget for the following year and a meeting will

be called in January to conduct miscellaneous business. The chairman may call a meeting on his own or at the request of any Board members at any time. All Board meetings will be conducted according to the Open Meetings Law. Meeting agendas and meeting minutes will be maintained and distributed to all members. A quorum of three and one-half votes is needed to vote on and pass any motion. The Board may act on budgets or budgetary items without a quorum being present if the Board is unable to produce enough members to constitute three and one-half votes after two meetings have been called, with proper notification provided to members and a deadline for Board action of October 1st has passed.

(Res. 16-98, 2-18-98. Formerly 42.04.080.)

42.16.090 Cost allocation.

Cost allocation to all users currently is and remains a fee based on "calls for service." That cost allocation method and all factors involving costs and expenses being passed on to users, pro rata, will be reviewed at each June meeting. Any changes in cost allocation methods or factors must be finalized by December 31st of the year proposed and will not take effect until January 1st of the year after the year finalized. Should a new public safety agency approach the GJRCC and request inclusion as a "user," the chairman will call a meeting of the Board, and after the Board's approval of the request, the Board will establish a "buy in" cost/assessment that the new user must pay to the GJRCC before service is provided.

(Res. 16-98, 2-18-98. Formerly 42.04.090.)

42.16.100 Budgeting process.

On alternating years and in conjunction with the City of Grand Junction's budgeting process, the chairman will distribute a two-year GJRCC budget to the Board and schedule a GJRCC meeting date during September, to be held no sooner than one week after distribution. The Manager and chairman will present said budget and respond to questions regarding line items. The Board will adopt a budget which will require three and one-half votes for passage. Should the budget not be adopted by October 1st of the budget year, the chairman shall take one of the following actions:

(a) Amend the budget to the extent necessary to obtain a minimum of three and one-half votes for passage;

(b) Notify the Grand Junction City Manager that the GJRCC Board is at a budget impasse. Upon notification the Manager will take the necessary steps to attempt to obtain the support from the governmental bodies (either elected or appointed) that represent at least three and one-half Board member votes. If such support is received, the Grand Junction City Manager will advise the chairman that the submitted budget, or a budget amended by the involved governmental bodies is to be implemented for the GJRCC for the next two-year budget cycle; or

(c) Should a GJRCC budget not be passed by December 1st by either the GJRCC Board or implemented by the governmental bodies as described in subsection (b) of this section, the chairman shall amend the GJRCC budget to equal a "bottom line" operating number equal to the last year's approved budget plus an amount not to exceed three percent. Such a budget shall be considered final and all users will pay their associated costs based on the current cost allocation (calls for service) method.

The GJRCC budget shall contain a contingency fund, set at a level determined by the Board. Exigent circumstances can occur which impact the GJRCC budget between budget preparation cycles that exhaust contingency funding. Such circumstances are predicted to be major equipment failure or personnel shortages that require unforeseen overtime costs. Upon determining that exigent circumstances have or will occur, the chairman shall notify the Board and schedule an emergency meeting. At that meeting the chairman shall recommend an amended budget to address the exigency. The Board shall pass this amended budget following the same procedures identified to pass the regular two-year operating budget. Cost allo-

cation to user agencies to meet exigent circumstances shall be at the same level and using the same methodology as used to determine basic user fees for the current year.

(Res. 16-98, 2-18-98. Formerly 42.04.100.)

42.16.110 Telephone Safety Authority Board.

The Grand Junction Emergency Telephone Safety Authority Board (GJETSAB) continues to operate under all statutory provisions and continues to meet and operate in accordance with law and past practice.

(Res. 16-98, 2-18-98. Formerly 42.04.110.)

42.16.120 Counterpart copies.

This agreement may be executed in counterpart copies provided all members of the Board sign causing this agreement to take effect. This agreement shall be in full force and effect as if all members signed the same copy, if counterpart copies are used.

(Res. 16-98, 2-18-98. Formerly 42.04.120.)

42.16.130 Agreement binding.

This agreement shall be and remain binding and in effect until it is amended or terminated by three and one-half affirmative votes of the Board.

(Res. 16-98, 2-18-98. Formerly 42.04.130.)

Title 43

(Reserved)

Title 44

PLANNING AGREEMENTS

Chapters:

44.04 Cooperative Planning Agreement – Grand Junction, Fruita, Palisade and Mesa County

Chapter 44.04

COOPERATIVE PLANNING AGREEMENT – GRAND JUNCTION, FRUITA, PALISADE AND MESA COUNTY

Sections:

44.04.010 Authority.

Article I. Town of Palisade, Mesa County and City of Grand Junction

44.04.020 Findings.
44.04.030 Agreement.
44.04.040 Implementation.
44.04.050 Enforcement – Disputes.
44.04.060 Amendment.

Article II. City of Fruita, Mesa County and City of Grand Junction

44.04.110 Findings.
44.04.120 Agreement.
44.04.130 Implementation.
44.04.140 Enforcement – Disputes.
44.04.150 Amendments.

44.04.010 Authority.

Be it resolved by the City Council of the City of Grand Junction, Colorado, that the Mayor be authorized to sign the cooperative planning agreements between Grand Junction, Fruita and Mesa County and Grand Junction, Palisade and Mesa County.

(Res. 21-98, 2-18-98)

Article I. Town of Palisade, Mesa County and City of Grand Junction

44.04.020 Findings.

(a) This agreement is entered into this ninth of February, 1998, by and between Mesa County, Colorado, a body politic organized under and existing by virtue of the laws of the State of Colorado and the Town of Palisade, Colorado, and the City of Grand Junction, Colorado; and

(b) This agreement is entered under the authority authorized by C.R.S. Title 29, Article 20, as amended; and

(c) The Board of County Commissioners, the Palisade Town Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Palisade and Clifton; and

(d) The Board of County Commissioners, the Palisade Town Trustees and the Grand Junction City Council entered an Interim Cooperative Planning Agreement (MCA 96-70) on November 18, 1996, which provided for the creation of this agreement to supersede the 1996 agreement; and

(e) The Mesa Countywide Land Use Plan expresses Countywide goals, policies, and actions to provide guidance in land use decision-making; and

(f) Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Countywide Land Use Plan; and

(g) The Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

> *To ensure orderly transitions or buffers in areas of joint concern between different communities (i.e., Grand Junction, Fruita, Palisade) that help define distinct communities within Mesa County.*

and

(h) The above plans both have the following as a policy statement:

> *Grand Junction and Mesa County will coordinate with the Town of Palisade to establish and maintain a transition area between Grand Junction and Palisade that includes the proposed area of joint concern....*

and

(i) There is an area between Clifton and Palisade in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency services; and

(j) There is considerable pressure for development in the area between Clifton and Palisade; and

(k) Without an agreement between Mesa County and the municipalities the area between Palisade and Clifton could develop in a manner making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense.

(Res. 21-98, 2-18-98)

44.04.030 Agreement.

Now, therefore, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

(a) This intergovernmental agreement shall pertain to the geographic area labeled as "cooperative planning area" on Exhibit A at the end of this section.

(b) This intergovernmental agreement supersedes the interim agreement between the parties dated November 18, 1996 (MCA 96-70).

(c) Within the "cooperative planning area," neither the City of Grand Junction nor the Town of Palisade will:

(1) Annex any territory;

(2) Extend any municipal utility services that are not already present;

without the mutual consent of all parties.

(d) Within the "cooperative planning area," all parties will not:

(1) Extend any sanitary sewer line;

(2) Recommend amendment to any 201 sewer service area boundary;

without the mutual consent of all parties.

(e) It is the goal of all parties that future land use decisions within the "cooperative planning area" will enhance the rural character of the area.

(f) All parties will respect the adopted master plans for each jurisdiction pertaining to the "cooperative planning area."

(g) Within the "cooperative planning area" changes in the zoning of a property (rezone) will be consistent with the recommendations of the Mesa Countywide Land Use Plan, where applicable, unless the change is formally approved by the governing bodies of all parties to this agreement.

(h) Mesa County will revise the Mesa County Land Development Code appropriately to implement the this agreement.

(i) Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:

(1) Site plans;

(2) Subdivision plats or replats;

(3) Planned developments;

(4) Special use permits;

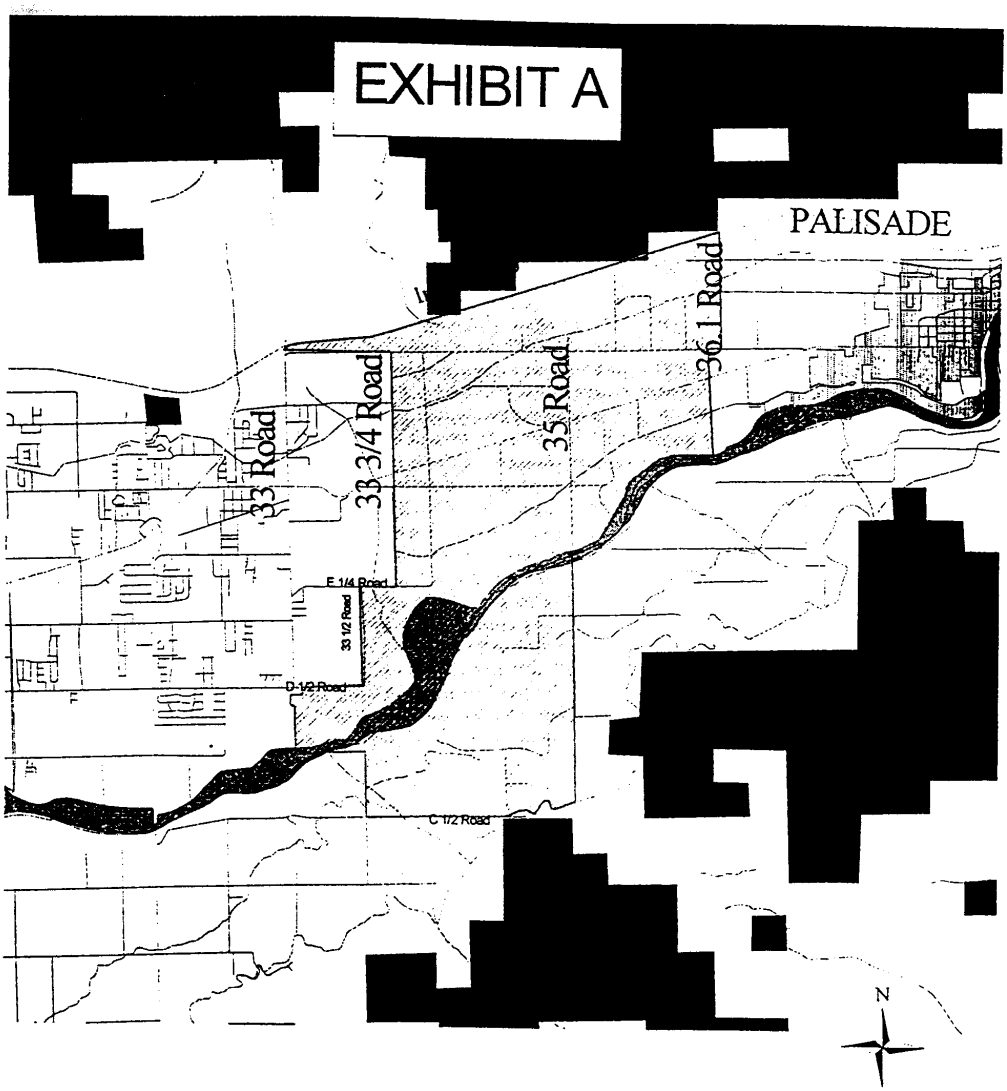
(5) Conditional use permits;

(6) Zoning or development code text amendments that may affect the "cooperative planning area";

(7) Rezone applications; and

(8) Policy and plan amendments that may affect the "cooperative planning area."

(j) All parties will share planning meeting and hearing agendas with the other parties in a timely manner.



(Res. 21-98, 2-18-98)

44.04.040 Implementation.

(a) All parties will work cooperatively to:

(1) Establish and adopt rural land use design standards for the cooperative planning area including, but not limited to: landscaping, signage, entryways, parking, and outdoor storage requirements; and adopt traffic access and engineering standards in conjunction with the Colorado Department of Transportation.

(2) Assist property owners in voluntary rezoning and/or replatting their properties in a manner consistent with the Mesa Countywide Land Use Plan, and the Palisade Strategic Development

Plan to further the purposes of this agreement. Assistance may be provided in the form of fee waivers, and/or expedited review.

(3) Explore, develop, and support options and seek funding mechanisms available for preserving open lands and enhancing the rural character of the cooperative planning area.

(4) Establish a joint open space fund for acquisition of important land, development rights, and open space and conservation easements.

(b) All parties will meet every five years or as needed, to review the status of the above provisions. Each party will rotate hosting these annual meetings.

(Res. 21-98, 2-18-98)

44.04.050 Enforcement – Disputes.

It is the intent of all parties that this agreement be binding upon all parties, and that each party shall be permitted to specifically enforce any provision of this agreement. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

(Res. 21-98, 2-18-98)

44.04.060 Amendment.

This agreement may be amended in writing no earlier than the year 2002, subject to the approval of all parties.

(Res. 21-98, 2-18-98)

Article II. City of Fruita, Mesa County and City of Grand Junction

44.04.110 Findings.

(a) This agreement is entered this ninth of February, 1998, by and between Mesa County, Colorado, a body politic organized under and existing by virtue of the laws of the State of Colorado, and the City of Fruita, Colorado, and the City of Grand Junction, Colorado; and

(b) This agreement is entered under the authority authorized in C.R.S. Title 29, Article 20, as amended; and

(c) The Board of County Commissioners, the Fruita City Council and the Grand Junction City Council find it is for the mutual benefit of all parties and in the interest of the public and affected land owners to cooperatively plan the future land use of an area between Fruita and Grand Junction; and

(d) The Board of County Commissioners, the Fruita City Council and the Grand Junction City Council entered an Interim Cooperative Planning Agreement (MCA 96-71) on November 18, 1996, which provided for the creation of this agreement to supersede the 1996 agreement; and

(e) The Mesa Countywide Land Use Plan expresses Countywide goals, policies, and actions to provide guidance in land use decision-making; and

(f) Mesa County has initiated the process of revising the Mesa County Land Development Code to be consistent with and implement the Countywide Land Use Plan; and

(g) The Growth Plan for the City of Grand Junction and the Mesa Countywide Land Use Plan both have the following as a goal statement:

To ensure orderly transitions or buffers in areas of joint concern between different communities (i.e., Grand Junction, Fruita, Palisade) that help define distinct communities within Mesa County.

and

(h) The above plans both have the following as a policy statement:

> *Grand Junction and Mesa County will coordinate with the City of Fruita to establish and maintain a transition area between Grand Junction and Fruita that includes the proposed area of joint concern....*

and

(i) The adopted Fruita Community Plan (May 23, 1994) includes a goal to "establish positive regional relations," that is consistent with the concept of establishing a cooperative planning area between Grand Junction and Fruita; and

(j) The "Future Land Use" map and annexation policies in the adopted Fruita Community Plan support a rural cooperative planning area between Grand Junction and Fruita; and

(k) The adopted Mesa County Land Use and Development Policies discourage development of a commercial strip between Grand Junction and Fruita as follows:

> *Increased commercial, industrial and medium to high density residential zoning will be discouraged outside of the Fruita 201 area....Future commercial, business, tourist, medium-high density residential and industrial rezones will be limited to the Fruita and Grand Junction 201sewer service areas... All other areas will be left in the existing zone (AFT). (Policy # 27 Lower Valley Policies – 3/21/85)*
>
> *Consistent with the Lower Valley Policies commercial, industrial, and high density residential development is discouraged along the Highway 6 and 50/River Road corridor outside the Fruita and Persigo 201 sewer service areas. (Policy #33 – Mid-Valley Appleton Plan - 6/28/90)*

and

(l) There is an area between Grand Junction and Fruita in which there are no sewer lines, limited domestic water lines, a general lack of urban services, and lengthy response times for emergency services; and

(m) The above area between the two municipalities has four distinct geographic and land use characteristics:

(1) The U.S. 6 and 50 Highway and Interstate 70 corridor;

(2) The Colorado River and its floodplain;

(3) The farmland north of Highway 6 and 50; and

(4) The Redlands or south side of the Colorado River to the boundaries of the Colorado National Monument; and

(n) Without an agreement between Mesa County and the municipalities the area between Fruita and Grand Junction could become a continuous strip of commercial land uses, making one community indistinguishable from the other, adding to existing traffic problems, and requiring additional urban services at taxpayer expense.

(Res. 21-98, 2-18-98)

44.04.120 Agreement.

Now, therefore, in consideration of the covenants and obligations herein expressed, it is agreed by and between the parties as follows:

(a) This intergovernmental agreement shall pertain to the geographic area labeled as "cooperative planning area" on Exhibit A at the end of this section.

(b) This intergovernmental agreement supersedes the interim agreement between the parties dated November 18, 1996 (MCA 96-71).

(c) Within the "cooperative planning area," neither the City of Grand Junction nor the City of Fruita will:

(1) Annex any territory;

(2) Extend any municipal utility services that are not already present;

without the mutual consent of all parties.

(d) Within the "cooperative planning area," all parties will not:

(1) Extend any sanitary sewer line;

(2) Recommend amendment to any 201 sewer service area boundary;

without the mutual consent of all parties.

(e) It is the goal of all parties that future land use decisions within the "cooperative planning area" will enhance the rural character of the area.

(f) All parties will respect the adopted master plans for each jurisdiction pertaining to the "cooperative planning area."

(g) Within the "cooperative planning area" changes in the zoning of a property (rezone) will be consistent with the recommendations of the Mesa Countywide Land Use Plan, where applicable, unless the change is formally approved by the governing bodies of all parties to this agreement.

(h) Mesa County will revise the Mesa County Land Development Code appropriately to implement the this agreement.

(i) Mesa County will provide the other two parties, with adequate notice, the opportunity to review and comment upon the following types of development activity and related matters in the cooperative planning area:

(1) Site plans;

(2) Subdivision plats or replats;

(3) Planned developments;

(4) Special use permits;

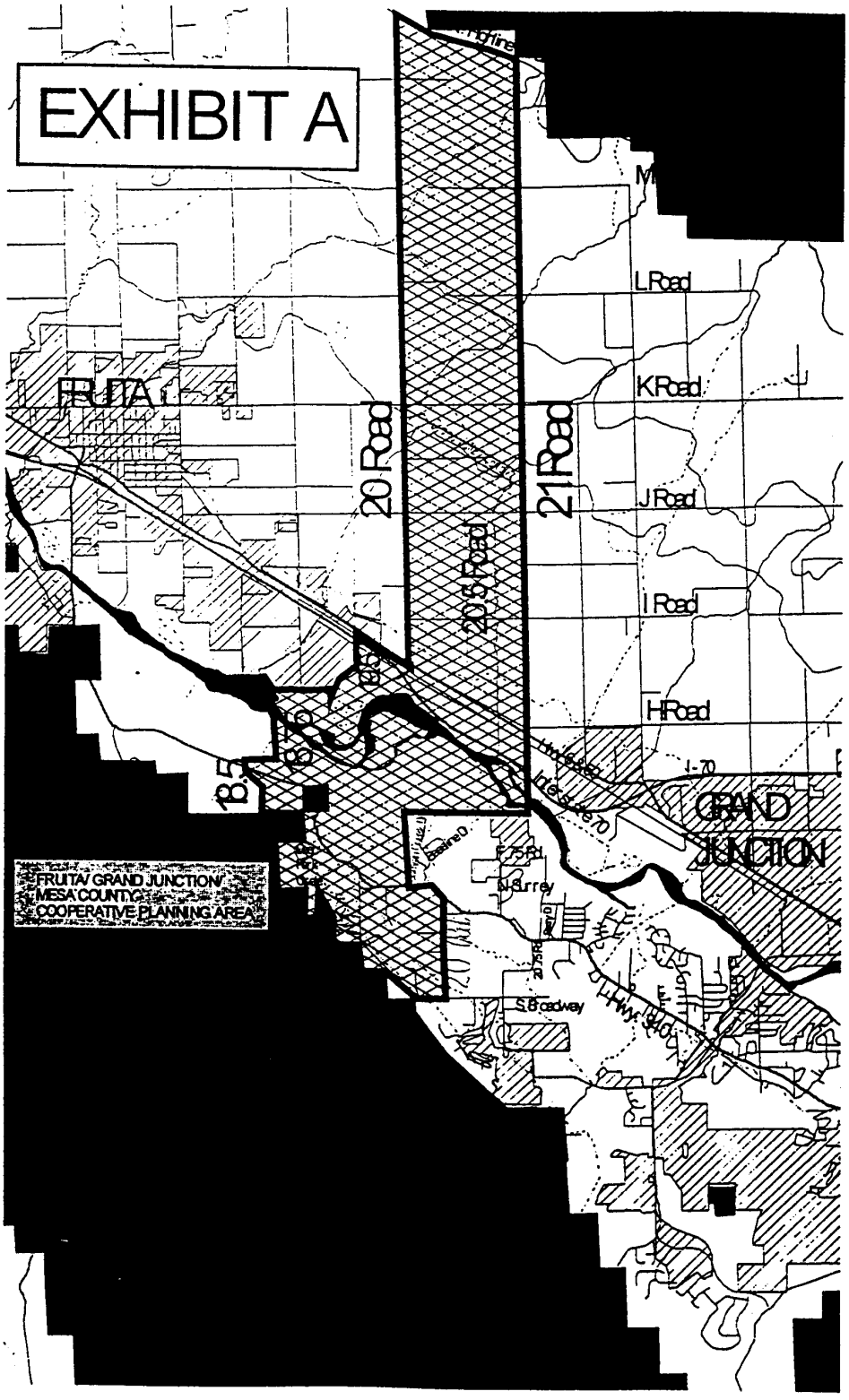
(5) Conditional use permits;

(6) Zoning or development code text amendments that may effect the "cooperative planning area";

(7) Rezone applications; and

(8) Policy and plan amendments that may affect the "cooperative planning area."

(j) All parties will share planning meeting and hearing agendas with the other parties in a timely manner.



(Res. 21-98, 2-18-98)

44.04.130 Implementation.

(a) All parties will work cooperatively to:

(1) Establish and adopt rural land use design standards for the cooperative planning area including, but not limited to: landscaping, signage, entryways, parking, and outdoor storage requirements; and adopt traffic access and engineering standards in conjunction with the Colorado Department of Transportation;

(2) Assist property owners in voluntarily rezoning and/or replatting their properties in a manner consistent with the Mesa Countywide Land Use Plan, and the Fruita Community Plan, to further the purposes of this agreement. Assistance may be provided in the form of fee waivers and/or expedited review;

(3) Explore, develop, and support options and seek funding mechanisms available for preserving open lands and enhancing the rural character of the cooperative planning area; and

(4) Establish a joint open space fund for acquisition of important land, development rights, and open space and conservation easements.

(b) All parties will meet jointly every five years or as needed, to review the status of the above provisions. Each party will rotate hosting these meetings.

(Res. 21-98, 2-18-98)

44.04.140 Enforcement – Disputes.

It is the intent of all parties that this agreement be binding upon all parties, and that each party shall be permitted to specifically enforce any provision of this agreement. Venue for any dispute hereunder shall be in the District Court of Mesa County, Colorado.

(Res. 21-98, 2-18-98)

44.04.150 Amendments.

This agreement may be amended in writing no earlier than the year 2002, subject to the approval of all parties.

(Res. 21-98, 2-18-98)

Title 45

WATERS, SEWERS AND SANITATION DISTRICTS

Chapters:

45.04 Grand Valley Regional Water Conservation Plan

45.08 Persigo Sewer System Intergovernmental Agreement

45.12 Central Grand Valley Sanitation District, Orchard Mesa Sanitation District, Mesa County Intergovernmental Agreement

45.16 Central Grand Valley Sanitation District Total Service Agreement

45.20 Orchard Mesa Sanitation District Total Service Agreement

Chapter 45.04

GRAND VALLEY REGIONAL WATER CONSERVATION PLAN

Sections:

Article I. General Provisions

45.04.010 Adoption.
45.04.020 Acknowledgements.
45.04.030 Acronyms.
45.04.040 Mission statement.

Article II. The Regional Water Conservation Plan Entities: The City of Grand Junction, Clifton Water District, and the Ute Water Conservancy District

45.04.050 Overview of the Grand Valley.
45.04.060 Water conservation plan.
45.04.070 Water conservation planning process.
45.04.080 City of Grand Junction – History and water rights.
45.04.090 City of Grand Junction – Retail water sales.
45.04.100 City of Grand Junction – Current rate structure and tap fees.
45.04.110 City of Grand Junction – Planned new water facilities.
45.04.120 Clifton Water District – History and water supply.
45.04.130 Clifton Water District – Retail water sales.
45.04.140 Clifton Water District – Current rate structure and tap fees.
45.04.150 Clifton Water District – Planned new water facilities.
45.04.160 Ute Water Conservancy District – History and water supply.
45.04.170 Ute Water Conservancy District – Retail water sales.
45.04.180 Ute Water Conservancy District – Sector water use.
45.04.190 Ute Water Conservancy District – Current rate structure and tap fees.
45.04.200 Ute Water Conservancy District – Planned new water facilities.
45.04.210 Future water demands in the Grand Valley.

Article III. The Grand Valley Regional Water Conservation Plan

45.04.220 Current and ongoing water conservation.
45.04.230 Drought Response Plan.
45.04.240 The Children's Water Festival.
45.04.250 Low water use landscape programs.
45.04.260 Leak detection programs.
45.04.270 Increasing block rate structures.
45.04.280 Grand Valley Regional Water Conservation Plan – Goals and objectives.
45.04.290 Grand Valley Regional Water Conservation Plan – Plan elements.
45.04.300 Regional water conservation measures and programs.
45.04.310 Modification of water demand forecast.
45.04.320 Monitoring and evaluation of the water conservation program components.
45.04.330 Plan updates and revisions.

Article IV. References

45.04.340 References.

Article V. Maps of Water Providers and Irrigation Systems in the Grand Valley

45.04.350 Grand Valley domestic water providers.

Article VI. Clifton Water District, City of Grand Junction, Town of Palisade and Ute Water Conservancy District Drought Response Plan

45.04.360 Drought Response Plan Introduction.
45.04.370 Drought Response Plan – Stages of drought.
45.04.380 Response to drought.
45.04.390 Stage I drought.
45.04.400 Stage II drought.
45.04.410 Public outreach.
45.04.420 Summary.

Article I. General Provisions

45.04.010 Adoption.

The Grand Valley Regional Water Conservation Plan is adopted as the official policy of the City of Grand Junction and by its adoption the City encourages its customers to use water efficiently as detailed in the Plan.

(Res. 24-12, 6-20-12)

45.04.020 Acknowledgements.

This project was funded through a grant provided by the Colorado Water Conservation Board, a division of the Department of Natural Resources in the State of Colorado. The City of Grand Junction, the Clifton Water District, and Ute Water Conservancy District provided oversight of the completion of this project and provided in-kind service as well as cash contributions as a provision of the funding. Rebecca Nichols of RHN Water Resources Consultants, LLC, acted as the project manager and the primary author of this document.

Many people contributed to this project. Especially important to this project was the contribution that Rick Brinkman, representative from the City of Grand Junction, Dave Reinertsen and Kelly McLaughlin, representatives from the Clifton Water District, and Joe Burtard and Steve Ryken, representatives from the Ute Water Conservancy District, made with their time and knowledge. Also important are the contributions that the respective managers made to the project.

(Res. 24-12, 6-20-12)

45.04.030 Acronyms.

Name	Acronym
Acre feet	af
Cubic feet per second	cfs
City of Grand Junction	The City
Clifton Water District	Clifton
Colorado Water Conservation Board	CWCB
Commercial and Industrial	C-I
Gallons per day	gpd
Gallons per capita per day	GPCD
Million gallons per day	mgd
Million gallons per year	mgy
Municipal and industrial	M&I
The City, Clifton, and Ute	The entities
United States Bureau of Reclamation	BOR
Ute Water Conservancy District	Ute, the District
Water treatment plant	WTP
Water conservation plan	WCP

(Res. 24-12, 6-20-12)

45.04.040 Mission statement.

To promote water conservation by example, education, and innovation for the purpose of securing the future water needs of the Grand Valley.

(Res. 24-12, 6-20-12)

Article II. The Regional Water Conservation Plan Entities: The City of Grand Junction, Clifton Water District, and the Ute Water Conservancy District

45.04.050 Overview of the Grand Valley.

The Grand Valley is located in western Colorado and encompasses a large portion of Mesa County. Within the Grand Valley are the City of Grand Junction, City of Fruita, Town of Palisade, and the unincorporated areas of Clifton, Loma, and Mack. The Grand Valley was settled in the late 1800s, and by the early 1900s, six major ditch companies and irrigation districts that divert water from the Colorado and Gunnison Rivers, including a Bureau of Reclamation project, were established. These ditch and canal systems provide irrigation water to most of the Grand Valley today. Located in GJMC 45.04.350 is a map of the major irrigation systems in the Grand Valley. Also located in GJMC 45.04.350 is a map of the domestic water providers in the Grand Valley.

The Grand Valley was established as a farming community and is still known for its fruit orchards. Today a thriving wine industry is adding to the agricultural mix; however, recent growth has replaced much of the irrigated farmland with residential development. The climate in the Grand Valley is one of hot summers, temperate falls and springs with mild winters. The average precipitation is nine to 10 inches or less with the irrigation season starting as early as late March and continuing through October.

(Res. 24-12 (1.0), 6-20-12)

45.04.060 Water conservation plan.

A water conservation plan (WCP) is a plan for the development and utilization of a set of strategies. The purpose of a water conservation plan is to help water purveyors improve their overall water use efficiency by addressing issues of supply and demand problem areas and providing a defined method of solving problems and dealing with system inefficiencies. A WCP can also provide both water suppliers and the local communities a means of using their water resources in a wise and prudent manner thus managing this precious exhaustible resource to its maximal responsible use.

This WCP is intended to be broad and flexible so that it can be adapted to changing water conservation efforts over time. Through effort and cooperation of the City of Grand Junction, Clifton Water District, and the Ute Water Conservancy District (the entities), this Regional Water Conservation Plan has been developed for the Grand Valley. The ultimate goal of creating a regional water conservation effort is to provide unified water education and community outreach programs that will aid the public in developing meaningful water conservation practices.

(Res. 24-12 (1.0), 6-20-12)

45.04.070 Water conservation planning process.

(a) Profiling the Water Systems. For each of the entities, information was gathered and documented in this plan to assist with identifying and analyzing water conservation opportunities. Included in each of the water providers' profiles are descriptions of the water systems including the water rights and the delivery systems as well as the general population served. Each of the entities' profiles also characterizes current water use and forecasts future demand. Historical data was obtained from water conservation plans produced by each of the entities in 1996.

Population forecasts were developed from the Colorado State Demographer and were derived through economic forecasts, labor supply and demand, and population migration. All variables were modeled and County population forecasts were developed based upon the 2010 U.S. Census. The State Demographer has estimated that growth in Mesa County will be two percent every five years; however, it should be noted that the population in western Colorado has been on the decline for the past two years due to the general economic downturn of the United States.

(b) Current Water Conservation Measures and Programs. Article III of this chapter (GJMC 45.04.220 through 45.04.330) discusses current programs and measures in the Grand Valley that have been developed to educate the public about water conservation and drought management. These programs and measures include all programs developed by both of the domestic water purveyors and the irrigation water providers, as well as institutional interests that include the Mesa County Government and the Colorado State University research center.

(c) The Grand Valley Regional Water Conservation Plan. The development of the Regional Water Conservation Plan includes the formation of water conservation goals, the identification and selection of water conservation measures, the integration and modification of water demand forecasts, and the implementation of the water conservation plan.

(1) Water Conservation Goals. Water conservation goals were set based on the criteria of:

(i) The water conservation plan mission;

(ii) The cost effectiveness of the goals;

(iii) The benefits of the goals.

(2) Defining a Plan of Action. The water conservation measures or plans of action were determined by evaluating proposed alternatives. The water conservation measures that best met the criteria were selected for implementation.

(3) Implementation of the Plan of Action. Each water conservation measure was prioritized for implementation based on its relative importance as determined by the Steering Committee

(Rick Brinkman – City, Joe Burtard – Ute, and Dave Reinertsen – Clifton) and the Governing Boards of Directors of the City, Clifton, and Ute. A planning-level budget and schedule were developed as well as prospective funding sources for each measure.

(4) Evaluating and Monitoring the Progress and Updating the Water Conservation Plan. Progress reviews will be conducted annually by the Steering Committee to evaluate the effectiveness of water efficiency measures and conservation plan goals. The water conservation plan will be evaluated, updated to meet additional State requirements, and modified as necessary by the Steering Committee.

(Res. 24-12 (1.0), 6-20-12)

45.04.080 City of Grand Junction – History and water rights.

The City of Grand Junction was founded in 1881 and by 1911 had obtained the paramount water right of 7.81 cfs from Kannah Creek. In 1911 the City constructed a pipeline from Kannah Creek that delivered up to five mgd to the City's residents. In the late 1930s, the City constructed a treatment plant on "Reservoir Hill" that would treat up to five million gallons per day (mgd). The plant was expanded in 1946 to treat an additional 2.13 mgd.

In 1947 the City constructed Carson Reservoir in the Kannah Creek area to hold 650 acre feet of water. In 1955, the City acquired Hallenbeck No. 1 Reservoir, aka Purdy Mesa Reservoir, Juniata Reservoir, and Reeder Reservoir, all located on the lower slopes of the Grand Mesa, along with direct flow rights to fill the reservoirs. At the same time, the City began plans to construct a second delivery pipeline. The second pipeline increased the delivery capacity to the City of 12.5 mgd. In 1957, the City also acquired water rights from the Gunnison River in the amount of 120 cubic feet per second (cfs) and acquired additional storage in Raber Click and Juniata Reservoirs.

In 1959, the City acquired water rights from the Colorado River in the amount of 120 cfs. During the 1960s, a new water treatment plant was constructed to treat up to 16 mgd. This plant is currently in use and provides the City's residents high quality water. The City currently has eight mg of potable storage and approximately 13,000 acre feet of raw storage.

During the late 1970s and early 1980s, the City helped the Clifton Water District build a new water treatment plant that would treat up to eight mgd. The benefit to the City was that Clifton would provide up to 4.5 mgd to the City if needed. The City also enlarged Juniata Reservoir and the pumping capacity at the pump station on the Gunnison River. In addition, the City purchased several reservoirs on Grand Mesa and other priority direct flow rights on Kannah Creek. In 1989, the City purchased the Somerville Ranch along with the ranch's water rights to ensure that the City could provide water to its residents even during the most severe drought. Table 45.04.080(a) and Table 45.04.080(b) are lists of the City of Grand Junction's water rights.

Table 45.04.080(a)

City of Grand Junction Summary of Storage Water Rights

Water Right Name	Stream Name	Acre Feet	Use	Comments
Anderson Reservoir No. 1	North Fork of Kannah Creek	506.0	IM	
Anderson Reservoir No. 2	North Fork of Kannah Creek	595.0	IM	
Anderson Reservoir No. 6	North Fork of Kannah Creek	118.0	IM	
Bolen A&J Reservoir No. 2	North Fork of Kannah Creek	293.0	IM	
Bolen Reservoir	North Fork of Kannah Creek	535.7	IM	
Carson Lake	Kannah Creek	637.0	M	

Table 45.04.080(a) (Continued)

City of Grand Junction Summary of Storage Water Rights

Water Right Name	Stream Name	Acre Feet	Use	Comments
Deep Creek Reservoir #2	Kannah Creek	66.5	I	
Dry Creek Reservoir & Supply	Kannah Creek	66.0	I	aka Chambers Reservoir
Flowing Park Reservoir	Kannah Creek	782.0	IM	
Grand Mesa Reservoir No. 1	Kannah Creek	559.0	I	
Hallenbeck #1 Reservoir	Kannah Creek	659.0	IM	aka Purdy Mesa Reservoir
Hallenbeck #2 Reservoir	Kannah Creek	459.0	IM	aka Raber Click Reservoir
Juniata Reservoir	Kannah Creek	7,204.0	IM	
Purdy Mesa Reservoir No. 2	Kannah Creek	2.5	M	
Reeder Reservoir	North Fork of Kannah Creek	179.7	I	
Somerville Reservoir #1	Whitewater Creek	973.0	IM	

I – Irrigation, M – Municipal

Table 45.04.080(b)

City of Grand Junction – Summary of Direct Flow Water Rights

Water Right Name	Stream Name	Cubic Feet per Second	Use	Comments
Bauer Ditch	North Fork of Kannah Creek	13.18	IS	
Brandon Ditch	Whitewater Creek	33.40	IM	
City Ditch	North Fork of Kannah Creek	22.80	M	
Grand Jct Flowline	Kannah Creek	11.72	M	
Juniata Ditch 1st Enlarged	Kannah Creek	129.00	M	
Kannah Crk Highline Ditch	Whitewater Creek	49.11	IM	
Laurent Ditch	North Fork of Kannah Creek	33.72	IS	
Gunnison River Pipeline	Gunnison River	120.00	M	
Colorado River Pipeline	Colorado River	80.00	DM	
Somerville Ranch Irrigation System	Whitewater Creek	3.00	IS	
Somerville Wells No. 1	Whitewater Creek	0.22	DS	
Somerville Wells No. 2	Whitewater Creek	0.44	DS	

D – Domestic, I – Irrigation, M – Municipal, S – Stock

(Res. 24-12 (2.0), 6-20-12)

45.04.090 City of Grand Junction – Retail water sales.

The City of Grand Junction incorporated area covers 39 square miles with a population of over 58,000. The City water service area covers nine square miles and serves a population of just over 27,000 people. The majority of the service area is in the center of the City, and west Orchard Mesa. The rest of the incorporated portions of the City are served by the Ute Water Conservancy District (see domestic water providers map, GJMC 45.04.350). For 2011 there were 9,185 taps in use with an average water demand of 1,691,000,000 gallons per year for the years of 2005 through 2011. During that same time period, commercial water taps were approximately 14 percent of total taps. For the years of 2005 through 2011, commercial water use ranged between 36 percent and 39 percent of total water demand with almost one-third of the commercial water use allocated to the top five largest commercial water users. The unbilled water was calculated to be 9.7 percent of treated water (the percent difference between treatment plant effluent and metered water sales). "Unbilled water" is unaccounted water used in emergency firefighting, mainline breaks, unfound leaks, unauthorized water use, and metering inaccuracies.

The average daily demand for January for the study period was 2,700,000 gallons per day (mgd) and the average daily demand in July was 7.9 mgd. The ratio of the January daily demand to the July daily demand was 2.9 or water demand for July is 2.9 times that of an average day in January. This difference is mainly due to lawn irrigation and home cooler demand during the hot summer months. Table 45.04.090(a) shows the City's monthly and annual billed water for the years 2005 through 2011 as well as detailed water use for those years. Figure 45.04.090 illustrates the annual water demand for the years of 2005 through 2011. Table 45.04.090(b) shows the residential and commercial water use, number of taps, and percentage of water use in the City. Table 45.04.090(c) shows the City's top five largest C-I water users for 2011.

Table 45.04.090(a)

City of Grand Junction Monthly Billed Water
(values in million gallons per month)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2005	76	72	72	99	133	212	214	222	220	159	103	77	1,659
2006	89	79	96	101	152	240	242	214	227	144	88	92	1,763
2007	77	75	89	93	120	222	242	272	225	151	126	83	1,775
2008	72	80	76	165	172	279	236	199	195	99	80	96	1,748
2009	90	79	78	95	137	169	224	236	216	204	102	74	1,703
2010	95	60	77	85	120	164	245	222	176	205	111	82	1,644
2011	87	54	79	75	134	154	207	185	233	181	76	78	1,543
Average	84	71	81	102	138	206	230	222	213	163	98	83	1,691

Detailed Water Use

Average Annual Water Use	1,690.6 mg
Average Unbilled Water	184.3 mg
Average Annual Water Loss	9.7%
Average Day Use (July)	7.9 mgd
Average Day Use (January)	2.7 mgd
Average July Day to Average January Day Ratio	2.9

Figure 45.04.090 – City of Grand Junction Water Demand

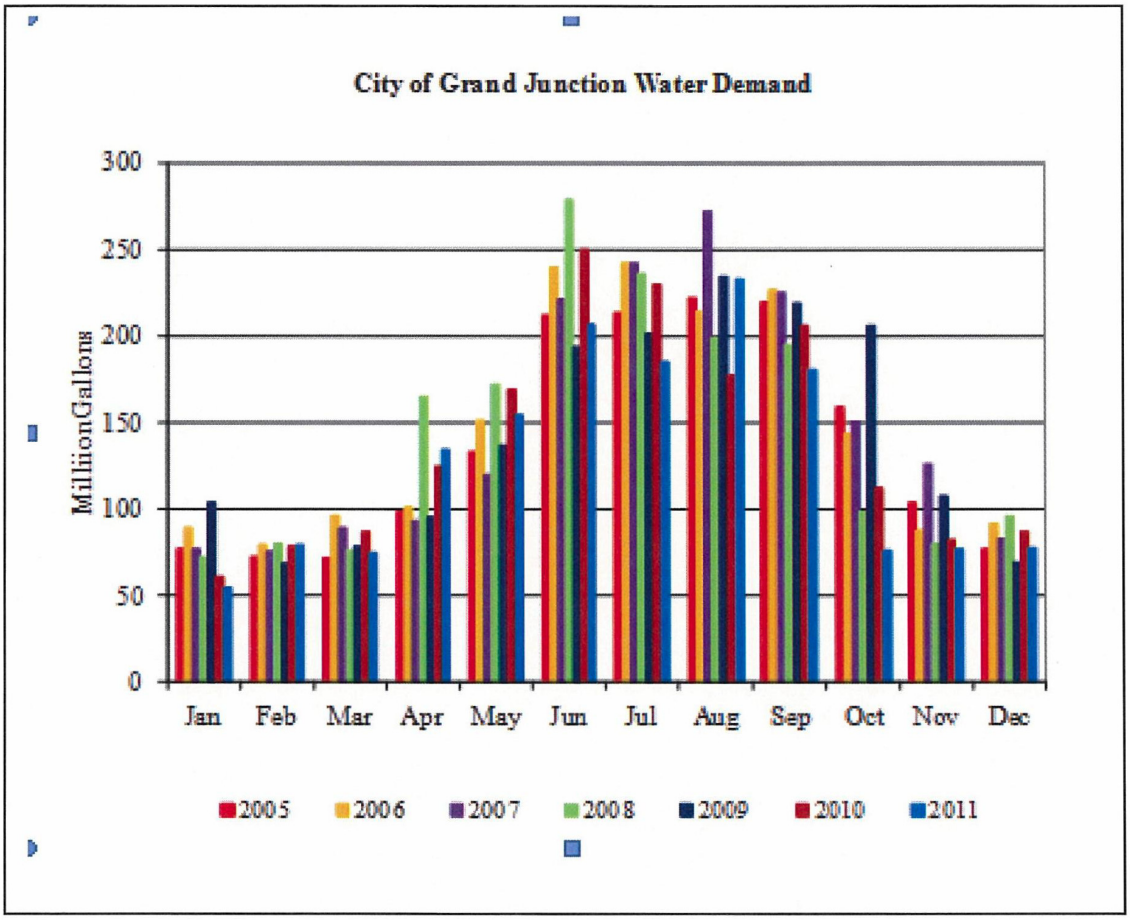


Table 45.04.090(b)

City of Grand Junction
Sector Water Use

Year	Customer Class	Total Taps	Metered Water (1,000 gallons)	Average per Tap (1,000 Gallons)	Per Capita	Water Use % of Total
2011	Residential	7,897	962,291	122	98	62.4%
	Commercial	1,288	580,838	451		37.6%
	Total	9,185	1,543,129			
2010	Residential	7,897	1,014,260	128	104	61.7%
	Commercial	1,288	629,929	489		38.3%
	Total	9,185	1,644,189			
2009	Residential	7,977	1,059,819	133	109	62.2%
	Commercial	1,316	642,728	488		37.8%
	Total	9,293	1,702,547			
2008	Residential	8,139	1,072,170	132	110	61.3%
	Commercial	1,280	676,077	528		38.7%
	Total	9,419	1,748,247			
2007	Residential	8,259	1,136,014	138	117	64.0%
	Commercial	1,421	638,582	449		36.0%
	Total	9,680	1,774,596			
2006	Residential	8,124	1,126,770	139	118	63.9%
	Commercial	1,420	636,025	448		36.1%
	Total	9,544	1,762,795			
2005	Residential	8,087	1,064,358	132	113	64.2%
	Commercial	1,220	594,409	487		35.8%
	Total	9,307	1,658,767			

Note: Residential uses were combined for both single-family and multifamily taps. Commercial: includes City, governmental and commercial accounts.

Per Capita: Calculated residential and multifamily population, 2.34 persons per unit; annual residential billing divided by 365 (days per year) equals gallons per day; gallons per day divided by population equals daily individual use.

Table 45.04.090(c)

City of Grand Junction
Five Largest Commercial-Industrial Customers 2011

Customer	Sector	Percentage	Water Use (million gallons)
City of Grand Junction	Government	9.8%	150.5
Colorado Mesa University	Education	2.6%	43.8
St. Mary's Hospital	Hospital	2.3%	39.0
School District 51	Education	1.8%	30.0
Mesa County	Government	1.7%	29.1
Total water used by the five largest C-I customers in 2011			292
Total water billed in 2011			1,543
Percentage of 2011 billed water			19.0%

(Res. 24-12 (2.0), 6-20-12)

45.04.100 City of Grand Junction – Current rate structure and tap fees.

Water rates for the City were set to finance operation and maintenance of the water system, capital improvements of the water system, and legal expenses that insure the City's water rights. The City's water rates are based on an increasing block rate structure for all taps. Tap fees and plant investment fees provide monies for the operation and maintenance of the water treatment plant. Table 45.04.100(a) and Table 45.04.100(b) show the City's water rates and tap fees. Taps of three-quarters-inch and one-inch are typically residential taps while all other taps are commercial and industrial taps.

Table 45.04.100(a)

City of Grand Junction Water Rates
January 1, 2012

Rate	Gallons
$9.00 (includes 3,000 gal)	0 – 3,000
$1.85 (per 1,000 gal)	3,001 – 10,000
$2.25 (per 1,000 gal)	10,001 – 20,000
$2.65 (per 1,000 gal)	20,001+

Table 45.04.100(b)

City of Grand Junction Tap Fees

Tap Size	Tap	PIF*	Total Fees
3/4"	$700	$300	$1,000
1"	$875	$375	$1,250
1-1/2"	$2,050	$900	$2,950
2"	$2,900	$1,250	$4,150
3"	$2,975	$6,875	$9,850
4"	$12,850	$5,550	$18,400
6"	$19,850	$8,550	$28,400

*Plant investment fees

(Res. 24-12 (2.0), 6-20-12)

45.04.110 City of Grand Junction – Planned new water facilities.

Because the growth rate in the City has been relatively small, no future expansion of the water treatment facilities or distribution lines is currently planned, though an aggressive capital plan is in place to replace aging infrastructure.

(Res. 24-12 (2.0), 6-20-12)

45.04.120 Clifton Water District – History and water supply.

The Clifton Water District (Clifton) was formed in 1951 to provide domestic water to residents in Mesa County located between the City of Grand Junction and the Town of Palisade, in an unincorporated area of Mesa County commonly referred to as Clifton. Clifton constructed a 0.68 mgd water treatment plant on Orchard Mesa with the water source being the City's Purdy Mesa Flowline. Clifton began serving water for 451 taps in April of 1958. The treatment plant was expanded to 1.27 mgd; however, it was abandoned in 1989 due to the plant's inability to produce water quality to meet Colorado primary drinking water standards.

During the late 1970s, a new water treatment plant was constructed with the help of the City of Grand Junction. The plant's initial capacity was 8.0 mgd but was expanded in 1982 to a 12.0-mgd capacity. The source of raw water for the new treatment plant was the Colorado River. In 2005, the treatment plant was upgraded with a new pretreatment settling system with plans to enhance the operations by constructing new filters and additional settling ponds in the future when growth warrants the expansion. Clifton currently has 10 mg of potable storage in six storage tanks.

Clifton owns 16.99 cfs in the Grand Valley Canal, owned and operated by the Grand Valley Irrigation Company (GVIC). Of the 16.99 cfs, 11.46 cfs, or 7.4 mgd, has been changed to an absolute domestic water right and is limited to 2,618 acre feet during the irrigation season of April through October. The remaining 5.53 cfs in the Grand Valley Canal remains an irrigation water right. The Grand Valley Canal water right is the calling water right on the Colorado River below the Shoshone Dam near Glenwood Springs. Clifton also owns 4.0 cfs at the L.H. Hurt Pump, and 14.1 cfs absolute and 5.9 cfs conditional in the Grand Junction Colorado River Pipeline. Table 45.04.120 is a summary of Clifton's water rights.

Table 45.04.120

Clifton Water District
Summary of Direct Flow Water Rights

Water Right Name	Stream Name	Cubic Feet per Second	Use	Comments
Colorado River Pipeline	Colorado River	20.00	DM	
L.H. Hurt Pump	Colorado River	4.00	D	Alt. Point at Grand Valley Canal
Grand Valley Canal	Colorado River	16.99	DI	1,100 shares domestic, 678 shares irrigation, Dom. ltd. to 2,618 af Apr – Oct

D – Domestic, I – Irrigation, M – Municipal

(Res. 24-12 (3.0), 6-20-12)

45.04.130 Clifton Water District – Retail water sales.

Clifton currently provides retail water to residents and businesses that are located within Clifton's 10,720-acre service area (in-district) as well as 1,600 acres located in the Whitewater area (a mix of both in-district and out-of-district customers). There are currently 10,837 taps with an average water demand of 1,125.90 mgy for the years of 2005 through 2011. Commercial water sales ranged from 5.1 percent to 7.9 percent of total sales and averaged 75,641 mgy for the seven-year period; however, commercial water taps averaged only 2.2 percent of total water taps. Historical water use is predominately residential at 93 percent with commercial use at approximately seven percent. Unbilled water has averaged 13 percent over the past seven years and is a result of water used in emergency firefighting, main-line breaks, unfound leaks, unauthorized water use, and metering inaccuracies.

Approximately 70 percent of homes in the Clifton Water District enjoy the use of direct flow irrigation water from the Palisade Irrigation District (PID), the Mesa County Irrigation District (MCID), and the Grand Valley Canal (GVIC). These self-governing entities control and regulate the supply delivery of the available irrigation water with the Clifton Water District having no jurisdictional control over their operations. Water shares in the PID and MCID are attached to the land by law, with the GVIC providing water shares through a market based ownership system. For those customers that have the opportunity to use the direct flow irrigation water, not all take advantage of the opportunity for whatever reason. Those that don't use the direct irrigation flow water often utilize treated water for their outdoor irrigation purposes. As identified in GJMC 45.04.140, the Clifton water rate section, the per capita customer use data does include both those customers who utilize direct flow irrigation water and those that use domestic water for outdoor irrigation purposes.

The average daily demand for January for the study period was 2,100,000 gallons per day (mgd) and the average daily demand in July was 4.8 mgd. The ratio of the January daily demand to the July daily demand was 2.3 or water demand for July is 2.3 times that of an average day in January. This difference was due to lawn irrigation, home cooler water demand and other seasonal activities. Table 45.04.130(a) shows Clifton's monthly and annual demand for the years 2005 through 2011 as well as detailed water use for those years. Figure 45.04.130 illustrates the annual water demand for the same period. Table 45.04.130(b) shows the residential and commercial water use, number of taps, and percentage of water use in the Clifton Water District. It should be noted that while residential taps increased steadily over the seven-year period, commercial taps remained relatively constant and constituted only 2.2 percent of the

total water taps and averaged 6.4 percent of water sales for the study period. Table 45.04.130(c) shows the top five C-I sector water users for 2011.

Table 45.04.130(a)

Clifton Water District Monthly Treated Water
(values in million gallons per month)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2005	62	54	57	74	83	118	127	138	117	92	101	68	1,089
2006	56	57	56	75	99	130	157	133	128	88	59	70	1,107
2007	65	68	64	77	108	130	159	147	129	85	63	72	1,167
2008	66	62	68	68	93	132	137	153	134	99	83	63	1,160
2009	66	68	62	65	105	111	124	152	123	105	75	61	1,118
2010	67	68	60	66	101	122	148	156	117	104	78	63	1,149
2011	72	62	59	68	86	108	140	133	131	104	67	61	1,091
Average	65	63	61	70	96	122	142	145	125	97	75	65	1,126

Detailed Water Use

Average Annual Water Use	1,125.9	mg
Average Unbilled Water	184.0	mg
Average Annual Water Loss	13%	
Average Day Use (July)	4.8	mgd
Average Day Use (January)	2.1	mgd
Average Peak Day to Average January Day Ratio	2.3	

Figure 45.04.130 – Clifton Water District Water Demand

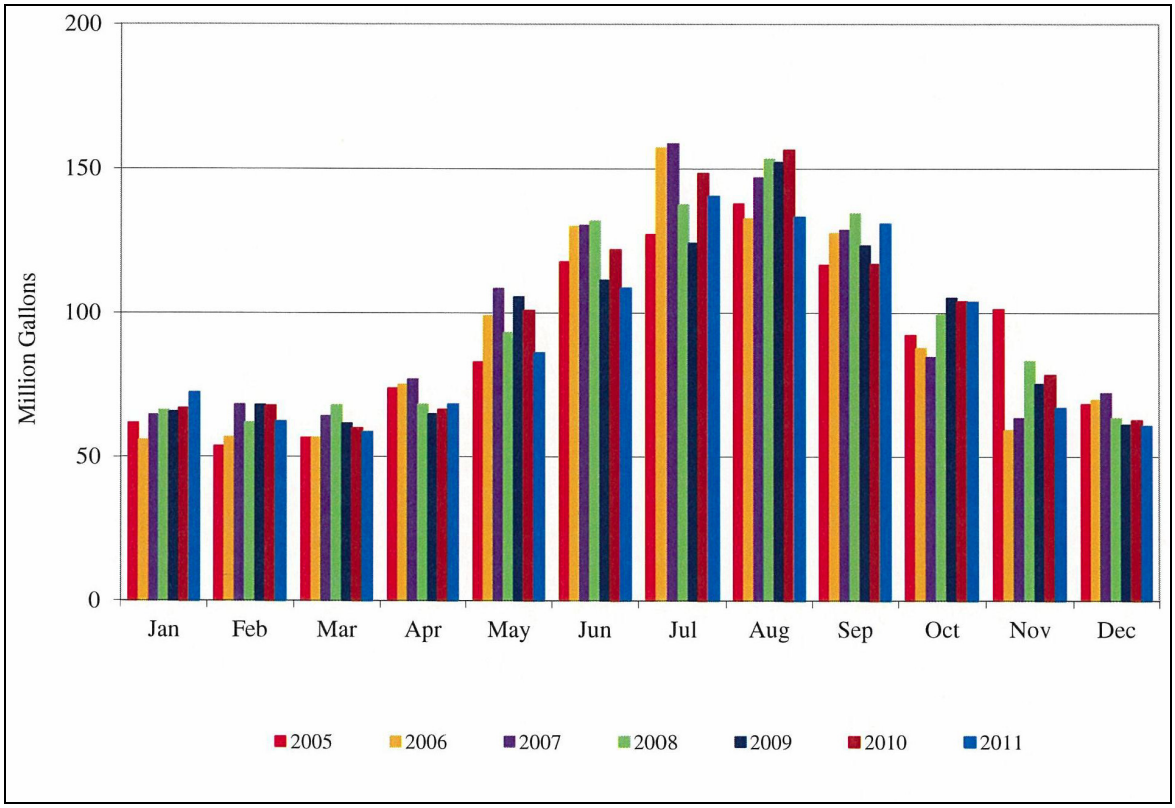


Table 45.04.130(b)

Clifton Water District
Sector Water Use

Year	Customer Class	Total Taps	Metered Water (1,000 gallons)	Average per Tap (1,000 Gallons)	Per Capita	Water Use % of Total
2011	Residential	10,787	1,003,737	93	76	92.0%
	Commercial	255	87,281	342		8.0%
	Total	11,042	1,091,018			
2010	Residential	10,590	1,060,601	100	79	92.7%
	Commercial	247	88,479	358		7.3%
	Total	10,837	1,149,080			
2009	Residential	10,619	1,036,822	98	80	92.7%
	Commercial	241	81,648	339		7.3%
	Total	10,860	1,118,470			
2008	Residential	10,499	1,068,544	102	83	92.1%
	Commercial	238	91,656	385		7.9%
	Total	10,737	1,160,200			
2007	Residential	10,127	1,081,429	107	88	92.7%
	Commercial	227	85,161	375		7.3%
	Total	10,354	1,166,590			
2006	Residential	10,155	1,045,642	103	86	94.5%
	Commercial	223	60,858	273		5.5%
	Total	10,378	1,106,500			
2005	Residential	9,925	1,033,670	104	87	94.9%
	Commercial	244	55,550	228		5.1%
	Total	10,169	1,089,220			

Note: Residential includes: single-family residential, multifamily residential and trailer parks. Commercial includes: commercial, restaurants, schools, churches, firelines.

Per Capita: Per capita calculations (2010) = unit connections times 2.73 (calculated people per unit) equals Clifton population. Calculated people per unit was 2.65 for the years of 2000 – 2009. Annual residential billing divided by 365 (days per year) equals gallons per day; gallons per day divided by Clifton population equals daily individual use.

Table 45.04.130(c)

Clifton Water District
Five Largest Commercial-Industrial Customers 2011

Customer	Sector	Percentage	Water Use (million gallons)
Haliburton Energy	Commercial	0.9%	9.9
Coronado Plaza	Multi-Use	0.4%	4.0
Kroger	Supermarket	0.3%	3.1
Crystal Clear Car Wash	Car Wash	0.2%	2.3
IPS New West Station	Multi-Use	0.2%	2.2
Total water used by the five largest C-I customers in 2011			21.5
Total water billed in 2011			1091.2
Percentage of 2011 billed water			2.0%

(Res. 24-12 (3.0), 6-20-12)

45.04.140 Clifton Water District – Current rate structure and tap fees.

Clifton's inclining block water rate structure was developed for two specific purposes: (a) to effectively finance day to day operations; and (b) to encourage water conservation by charging an increased monetary rate for higher use which helps prolong capital investment and improves long range planning efforts. The plant investment fees support the upgrades of the water treatment plant and distribution system. Current rates were set on January 1, 2012, for in-district and out-of-district residential and commercial taps and are based on an increasing block rate structure. These rates are evaluated annually by staff to assure rates collected are sufficient to meet the day to day operational cost with the evaluation being reviewed by the District's Board of Directors during each year's budget cycle. Table 45.04.140(a) and Table 45.04.140(b) list Clifton's current water rates and plant investment fees.

Table 45.04.140(a)

Clifton Water District Water Rates
January 1, 2012

Residential: Meters 3/4" x 5/8" through 2"

In District		Out of District	
Rate	**Gallons**	**Rate**	**Gallons**
$14.50 (includes 3,000 gal)	0 – 3,000	$21.75 (includes 3,000 gal)	0 – 3,000
$2.25 (per 1,000 gal)	3,001 – 10,000	$3.38 (per 1,000 gal)	3,001 – 10,000
$2.60 (per 1,000 gal)	10,001 – 18,000	$3.90 (per 1,000 gal)	10,001 – 18,000
$3.50 (per 1,000 gal)	18,000+	$5.25 (per 1,000 gal)	18,000+

Table 45.04.140(a)

Clifton Water District Water Rates
January 1, 2012

Nonresidential: Meters 3/4" x 5/8" through 10"

InDistrict		Out of District	
Rate	**Gallons**	**Rate**	**Gallons**
$14.50 (includes 3,000 gal)	0 – 3,000	$21.75 (includes 3,000 gal)	0 – 3,000
$2.25 (per 1,000 gal)	3,001 – 10,000	$3.38 (per 1,000 gal)	3,001 – 10,000
$2.60 (per 1,000 gal)	10,001+	$3.90 (per 1,000 gal)	10,001+
*Demand Charge	$2.00 (1st 1,000 gal)	$3.00 (1st 1,000 gal)	
	$4.00 (each add. 1,000 gal)	$6.00 (each add. 1,000 gal)	

*A demand charge is assessed when a combination meter is utilized and the usage flow exceeds the "low flow" meter causing the "high flow" meter to register additional usage.

Metered Fire Hydrant and/or Fill Station Use: $2.30 per 1,000 gallons

Table 45.04.140(b)

Clifton Water District Tap Fees

Residential PIF* Fee Only			Nonresidential PIF* Fee Only		
Tap Size	**In District**	**Out of District**	**Tap Size**	**In District**	**Out of District**
3/4"	$5,000	$7,500	3/4"	$5,000	$7,500
1"	$10,000	$15,000	1"	$10,000	$15,000
1-1/2"	$15,000	$22,500	1-1/2"	$15,000	$22,500
2"	$22,500	$33,750	2"	$22,500	$33,750
3"	$33,750	$50,625	3"	$33,750	$50,625
			4"	$50,700	$76,050
			6"	$76,050	$114,075
			8"	$114,075	$171,113
			10"	$171,113	$256,670

*Plant investment fee – Clifton Water does not install water tap or provide materials for water tap.
Note: Service of taps greater than three inches requires Board action to determine cost.

(Res. 24-12 (3.0), 6-20-12)

45.04.150 Clifton Water District – Planned new water facilities.

The Clifton WTP was upgraded in 2005 and plans to enhance and increase the filtration capacity. These efforts are in process; however, due to the economic downturn and current population decline, plans for future upgrades have been put on hold until population growth increases and funding becomes available.

(Res. 24-12 (3.0), 6-20-12)

45.04.160 Ute Water Conservancy District – History and water supply.

The Ute Water Conservancy District was formed on April 4, 1956, by decree of the Mesa County Court. The District encompasses approximately 85 percent of Mesa County population starting at Cameo east of the Town of Palisade and terminating near the Colorado-Utah State line.

The primary source of supply for the District is the Jerry Creek Reservoirs (Nos. 1 and 2) with a combined capacity of 8,623 af. The Jerry Creek Reservoirs are filled from the Ute Pipeline Headgates No. 1 and No. 2 that have a senior water right for 20 cfs and a junior water right for 30 cfs. The Ute Pipeline Headgate No. 1 diverts water directly from Plateau Creek and Headgate No. 2 diverts water from the Lower Molina Power Plant. The District generally diverts water from Headgate No. 2 due to better water quality and yield. The District has an environmental constraint of 20 minimum stream flows in Plateau Creek when diverting from Headgate No. 1 that was imposed by the U.S. Army Corps of Engineers when the diversion was constructed in 1977 during that year's drought.

The District has converted their irrigation water rights from the Carver Ranch purchase to municipal use. The water court decree has limited the diversions to 508.9 acre feet per year These water rights are diverted from Mesa and Coon Creeks by a third intake into the Ute Pipeline. The District owns seven other ranch properties that still remain in agriculture. These ranches have numerous direct flow rights, storage rights and Collbran Water Conservancy District shares.

The raw water from the Jerry Creek Reservoirs is delivered to the District's water treatment plant via an 18.2-mile-long, 48-inch diameter Plateau Creek Pipeline. The Pipeline has a capacity to deliver 40.3 mgd, or 62.2 cfs, from the Jerry Creek Reservoirs. The Pipeline travels along the Plateau Creek valley floor for approximately 11.2 miles before entering the Lower Canyon Tunnel. After exiting the Lower Canyon Portal, the Pipeline alignment follows Plateau Creek for approximately 1.2 miles before entering the 3,300-foot-long Lower Mesa Tunnel. Upon exiting the Lower Mesa Tunnel the Pipeline travels along the southwesterly wall of De Beque Canyon above Interstate 70 for approximately 3.2 miles before entering the District's water treatment plant.

In addition to the Plateau Creek Pipeline, diversions can also be made from the Colorado River through the Rapid Creek Pumping Pipeline that has a capacity of 12 cfs and a decreed water right of 15 cfs. Since the formation of the Ute Water Conservancy District, Ute has acquired numerous water rights in the Grand Mesa watershed. Table 45.04.160(a) is a list of storage rights and Table 45.04.160(b) is a list of direct flow rights owned by Ute Water Conservancy District.

In 1976 and again in 1985, the WTP was expanded to meet the growing demand for domestic water. The WTP has recently undergone a $35,000,000 expansion that included installation of four new filters. The present WTP capacity is 28.8 mgd with treated storage of approximately 16,000,000 gallons of water. Ute currently has approximately 1,450 miles of distribution pipelines and serves 29,484 residential and commercial taps with an estimated population of about 79,600.

Table 45.04.160(a)

Ute Water Conservancy District
Summary of Storage Water Rights

Water Right Name	Stream Name	Acre Feet	Use	Comments
Big Creek Reservoir Company	Big Creek	372.8	I	32 shares
Big Park Reservoir	Leon & Park Creeks	5,650.0	D	Cond.
Bull Basin Reservoir No. 1	Bull Creek	125.6	I	100% interest
Bull Basin Reservoir No. 2	Bull Creek	96.1	I	Two adjudications
Bull Creek Reservoir Company	Bull Creek	33.0	I	33 shares
Buzzard Creek Dam & Reservoir	Buzzard Creek	4,500.0	D	Conditional
Coon Creek Reservoir & Canal Co.	Coon Creek	396.5	I	781 shares
Coon Creek Reservoir No. 3	Coon Creek	201.0	I	3/8 interest
Cottonwood Lakes Reservoir Co.	Cottonwood Creek	316.16	I	52 shares
Jerry Creek Reservoir No. 1	Plateau Creek	1,102.0	D	
Jerry Creek Reservoir No. 2	Plateau & Jerry Creeks	9,591.1	D	7791 af cond. refill rt.
Kirkendall Reservoir	Leon Creek	110.0	I	1922.49 af cond.
Mesa Creek Res. And Canal Co.	Mesa Creek	44.5	I	89 shares
Monument Reservoir No. 1	Leon Creek	572.7	I	4,682 af cond.
Monument Reservoir No. 2	Leon Creek	254.0	I	
Owens Park Reservoir	Owens & Buzzard Crk	6,992.9	D	Cond.
Stubbs McKinney & Clark Res.	Bull Creek	206.0	I	aka Long Slough
Twin Reservoir	Bull Creek	94.6	I	Half interest
Vega Reservoir	Plateau Creek	797.0	I	
Willow Creek Reservoir	Buzzard Creek	19,488.0	I	Cond.
Palmer Ditch	Big Creek	20.23	I	2/9 int. in 2nd & 3rd adj.
Golden Age Ditch	Big Creek			
Boyle Creek Ditch	Bull Creek	0.60	I	Conditional
Bull Basin Highline Ditch	Bull Creek	5.90	I	
Stubbs McKinney & Clark Res. Feeder Ditch	Bull Creek	7.00	I	
Atwell East Ditch	Coon Creek	2.82	DI	Domestic use conditional
Charles A Atwell East Ditch	Coon Creek	0.75	I	
Brown Ditch	Coon Creek	2.08	I	Additional 1.0 cfs for stock
Coon Creek Pipeline	Coon Creek	6.0	D	1.9 cfs is conditional
Craig & Stewart Ditch	Coon Creek	4.68	I	
Heely Ditch No. 4	Coon Creek	2.00	I	
Heely Ditch No. 5	Coon Creek	0.66	I	
Pisel Ditch	Coon Creek	0.65	I	
Vance & Fortsch Ditch	Coon Creek	2.60	I	
Welch Ditch	Coon Creek	1.625	I	

Table 45.04.160(a) (Continued)

Ute Water Conservancy District
Summary of Storage Water Rights

Water Right Name	Stream Name	Acre Feet	Use	Comments
Wildcat Ditch	Coon Creek	0.153	S	
Kiggins & Salisbury Ditch	Leon Creek	31.20	I	Ownership of 300 shares
Leon Ditch	Leon Creek	6.69	I	40% ownership in Ditch
Little Finn Ditch	Leon Creek	3.25	I	aka Provo Ditch

D – Domestic, I – Irrigation, S – Stock

Table 45.04.160(b)

Ute Water Conservancy District
Summary of Direct Flow Water Rights

Water Right Name	Stream Name	Cubic Feet per Second	Use	Comments
Atwell Waste & Seep Ditch	Mesa Creek	3.06	I	0.06 cfs conditional
Carver Ranch Pipeline	Mesa Creek	11.00	D	Mesa Intake
Independent Ditch	Mesa Creek	8.17	I	7.11 cfs conditional
Mason & Eddy Ditch	Mesa Creek	8.842	D	Ltd. 508 af
Mesa Creek Ditch	Mesa Creek	6.50	D	
Mesa Creek Ditch	Mesa Creek	16.62	I	
Blackman, Dunlap & Clark D.	Plateau Creek	0.72	I	
Heely Ditch No. 1	Plateau Creek	0.66	I	
Heely Ditch No. 2	Plateau Creek	0.66	I	
Heely Ditch No. 3	Plateau Creek	0.66	I	
Heely Ditch No. 6	Plateau Creek	0.66	I	
Ute Pipeline	Plateau Creek	50.0	D	
Marin Crawford Ditch	Rapid Creek	8.0	D	
Cedar Ditch	Salt Creek	3.70	I	
Hill-Johnson Ditch	Salt Creek	1.57	I	7/24 interest in ditch
Bridges Switch PP & PL	Colorado River	30.0	D	Conditional
Grand Valley Canal	Colorado River	1.895	I	GVIC, 182 shares
Ute Pumping Station & PL	Colorado River	50.0	D	Conditional

D – Domestic, I – Irrigation

(Res. 24-12 (4.0), 6-20-12)

45.04.170 Ute Water Conservancy District – Retail water sales.

(a) Ute currently provides retail water to residents and businesses that are located its service area (see domestic water providers map, GJMC 45.04.350). This includes approximately 75 percent of the incorporated area of the City of Grand Junction. There are currently 33,881 active taps with an average water demand of just under 3,000,000,000 gallons per year for the years of 2005 through 2011.

The unbilled water for the study period was calculated to be six percent of treated water and is a product of flushing in the distribution lines and unauthorized use of firelines.

(b) Approximately 95 percent of homes in the Ute Water Conservancy District enjoy the use of direct flow irrigation water. Residents within the Ute Water District receive irrigation water from the Government Highline Canal, operated by the Grand Valley Water Users Association. Also providing irrigation water in the District is the Redlands Canal, owned and operated by the Redlands Water and Power Company, the Grand Valley Canal, owned and operated by the Grand Valley Irrigation Company, and the Orchard Mesa Canal, owned and operated by the Orchard Mesa Irrigation District.

(c) Monthly Water Demand 2005 Through 2011. The average daily demand for January for the study period was 6,100,000 gallons per day (mgd) and the average daily demand in July was 12.1 mgd. The ratio of the January daily demand to the July daily demand was 2.0 or water demand for July is 2.0 times that of an average day in January. This difference is estimated to be the result of home cooler demand during the hot summer months and lawn irrigation. Unbilled water averaged six percent over the past seven years and is a result of unauthorized fireline use. Table 45.04.180(a) shows Ute's monthly and annual demand for the study period as well as detailed water use for those years and Figure 45.04.180 illustrates the monthly water demand.

(Res. 24-12 (4.0), 6-20-12)

45.04.180 Ute Water Conservancy District – Sector water use.

Table 45.04.180(a) shows billed water use patterns for residential and commercial-industrial sectors for 2005 through 2011 as well as percentage of water use and percentage of taps by each sector. For the years 2005 through 2011, residential water use averaged 75 percent of water sales and 96 percent of active water taps. The commercial-industrial sector averaged 25 percent of water sales but only 3.5 percent of active water taps. As shown in Table 45.04.180(b) the distribution of water taps for the commercial-industrial (C-I) sector has remained constant over the years.

When looking at the C-I sector, it was noted that the five largest C-I customers were billed for 9.1 percent of the total water use in 2011. The C-I customers include an egg production facility (agricultural use), two manufacturing facilities, and two large retail stores. Table 45.04.180(c) shows the distribution of water use for the five largest C-I customers for 2011.

Table 45.04.180(a)

Ute Water Conservancy District Monthly Billed Water
(values in million gallons per month)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2005	182	158	193	198	211	325	361	316	326	242	199	202	2,912
2006	207	176	183	214	279	373	397	343	332	234	207	196	3,141
2007	203	186	185	251	256	342	387	366	357	230	217	189	3,168
2008	186	181	184	194	254	296	355	386	323	257	203	179	3,000
2009	199	163	182	202	251	275	331	354	313	247	186	190	2,894
2010	190	143	162	207	231	286	357	320	302	250	190	176	2,815
2011	184	170	161	204	212	279	342	296	337	244	187	173	2,789
Average	193	168	179	210	242	311	361	340	327	243	198	186	2,960

Detailed Water Use

Average Annual Water Use	2,959.9	mg
Average Unbilled Water	183.5	mg
Average Annual Water Loss	6%	
Average Day Use (July)	12.1	mgd
Average Day Use (January)	6.2	mgd
Average July Day to Average January Day Ratio	2.0	

Figure 45.04.180 – Ute Water Conservancy District Water Use

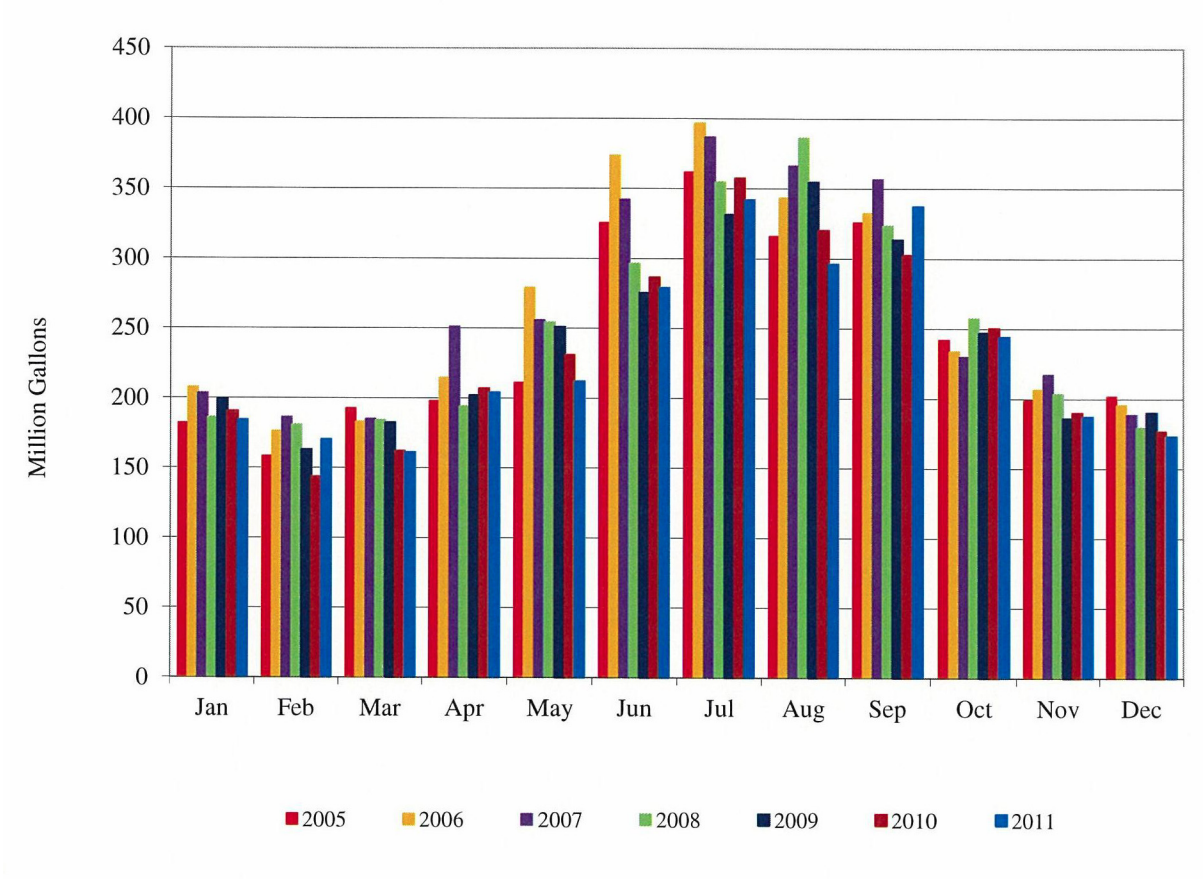


Table 45.04.180(b)

Ute Water District
Sector Water Use

Year	Customer Class	Total Taps	Metered Water (1,000 gallons)	Average per Tap (1,000 Gallons)	Per Capita	Water Use % of Total
2011	Residential	33,057	2,107,328	64	75	75.4%
	Commercial	1,249	687,649	551		24.6%
	Total	34,306	2,794,977			
2010	Residential	32,643	2,139,267	66	77	76.0%
	Commercial	1,238	675,771	546		24.0%
	Total	33,881	2,815,038			
2009	Residential	31,937	2,186,567	68	72	75.5%
	Commercial	1,223	707,831	579		24.5%
	Total	33,160	2,894,398			
2008	Residential	32,253	2,232,344	69	72	74.4%
	Commercial	1,156	767,198	664		25.6%
	Total	33,409	2,999,542			
2007	Residential	31,387	2,416,643	77	80	76.2%
	Commercial	1,139	752,784	661		23.8%
	Total	32,526	3,169,427			
2006	Residential	30,452	2,307,791	76	79	73.5%
	Commercial	1,098	833,636	759		26.5%
	Total	31,550	3,141,427			
2005	Residential	29,495	2,165,112	73	77	74.3%
	Commercial	1,037	747,361	721		25.7%
	Total	30,532	2,912,473			

Note: Residential includes: single-family and multifamily units as well as mobile home parks. Commercial includes: commercial, restaurants, schools, churches, firelines.

Per Capita: Per capita calculations (2010) = unit connections times 2.34 (calculated people per unit) equals Ute population; annual residential billing divided by 365 (days per year) equals gallons per day; gallons per day divided by Ute population equals daily individual use.

Table 45.04.180(c)

Five Largest Commercial-Industrial Customers 2011

Customer	Sector	Percentage	Water Use (million gallons)
LLG	Manufacturing	0.9%	26.0
Colorado Egg Producer	Agricultural	0.5%	14.0
Coors Tek	Manufacturing	0.4%	12.0
Wal-Mart Stores	Retail	0.3%	9.0
Safeway Stores	Retail	0.2%	7.0
Total water used by the five largest C-I customers in 2011			68
Total water billed in 2011			2,815
Percentage of 2011 billed water			2.4%

(Res. 24-12 (4.0), 6-20-12)

45.04.190 Ute Water Conservancy District – Current rate structure and tap fees.

Ute's water rate structure was developed to finance the District's operation and maintenance of the water system and to support the operation and upgrades of the water treatment plant. Rates were set with an aggressive increasing block rate structure. An additional "conservation rate" was instituted in 2008 that was set at $10.00 per 1,000 gallons for water use of over 30,000 gallons per month. Table 45.05.190(a) and Table 45.05.190(b) list Ute Water's current water rates and tap fees.

Table 45.04.190(a)

Ute Water Conservancy District Water Rates
February 1, 2012

Meters 3/4" x 5/8" through 1"
Residential

Rate	Gallons
$15.00 (includes 3,000 gal)	0 – 3,000
$3.50 (per 1,000 gal)	3,001 – 9,000
$4.00 (per 1,000 gal)	9,001 – 15,000
$4.75 (per 1,000 gal)	15,001 – 21,000
$5.50 (per 1,000 gal)	21,001 – 30,000
$10.00 (per 1,000 gal)	over 30,000

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$15.00 (includes 3,000 gal)	0 – 3,000	$15.00 (includes 3,000 gal)	0 – 3,000
$3.50 (per 1,000 gal)	3,001 – 9,000	$3.50 (per 1,000 gal)	3,001 – 9,000
$4.00 (per 1,000 gal)	9,001 – 15,000	$4.00 (per 1,000 gal)	9,001 – 15,000
$4.75 (per 1,000 gal)	over 15,000		

1-1/2" Meters

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$75.00 (includes 15,000 gal)	15,000	$75.00 (includes 15,000 gal)	15,000
$3.50 (per 1,000 gal)	next 30,000	$3.50 (per 1,000 gal)	next 30,000
$4.00 (per 1,000 gal)	next 30,000	$4.00 (per 1,000 gal)	next 45,000
$4.75 (per 1,000 gal)	over 75,000		

2" Meters

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$120.00 (includes 24,000 gal)	24,000	$120.00 (includes 24,000 gal)	24,000
$3.50 (per 1,000 gal)	next 48,000	$3.50 (per 1,000 gal)	next 48,000
$4.00 (per 1,000 gal)	next 48,000	$4.00 (per 1,000 gal)	next 72,000
$4.75 (per 1,000 gal)	120,001+		

3" Meters

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$262.50 (includes 52,500 gal)	52,500	$262.50 (includes 52,500 gal)	52,500
$3.50 (per 1,000 gal)	next 105,000	$3.50 (per 1,000 gal)	next 105,000
$4.00 (per 1,000 gal)	next 105,000	$4.00 (per 1,000 gal)	next 105,000
$4.75 (per 1,000 gal)	262,501+		

4" Meters

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$450.00 (includes 90,000 gal)	90,000	$450.00 (includes 90,000 gal)	90,000
$3.50 (per 1,000 gal)	next 180,000	$3.50 (per 1,000 gal)	next 180,000
$4.00 (per 1,000 gal)	next 180,000	$4.00 (per 1,000 gal)	next 180,000
$4.75 (per 1,000 gal)	450,001+		

6" Meters

Nonresidential		Agriculture	
Rate	**Gallons**	**Rate**	**Gallons**
$1,050.00 (includes 210,000 gal)	210,000	$1,050.00 (includes 210,000 gal)	210,000
$3.50 (per 1,000 gal)	next 420,000	$3.50 (per 1,000 gal)	next 420,000
$4.00 (per 1,000 gal)	next 420,000	$4.00 (per 1,000 gal)	next 420,000
$4.75 (per 1,000 gal)	over 1,050,001+		

Table 45.04.190(b)

Ute Water Conservancy District
Tap Fees

Residential		Nonresidential and Agriculture	
3/4" x 5/8"	$5,800.00	3/4" x 5/8"	$5,800.00
3/4" x 3/4"	$7,250.00	3/4" x 3/4"	$7,250.00
1"	$8,700.00	1"	$8,700.00
		1-1/2"	$13,000.00
		2"	$19,200.00
		3"	$34,500.00
		4"	$60,500.00
		6"	$151,500.00

(Res. 24-12 (4.0), 6-20-12)

45.04.200 Ute Water Conservancy District – Planned new water facilities.

Due to the recent expansion of the District's WTP, no facilities are planned for the foreseeable future. However, the District is currently undergoing a raw water supply study to determine its needs and potential sources for raw water through 2045.

(Res. 24-12 (4.0), 6-20-12)

45.04.210 Future water demands in the Grand Valley.

(a) Projected Future Water Demand. Ute Water Conservancy District contracted HDR/HLB Decision Economics, Inc. to provide an independent assessment of population forecasts and a risk adjusted population forecast of the District's service area. The study area encompassed most of Mesa County; however, it excluded some portions of the City of Grand Junction, the Town of Palisade and part of the area known as Clifton. The assessment reviewed population forecasts by the U.S. Census Bureau, the Colorado State Demographer, Pearse and Associates population forecast conducted for Mesa County in 1995, and BBC Research and Consulting. Table 45.04.210(a) is a summary of the forecasts:

Table 45.04.210(a)

Population Forecasts

Name	Years Forecasted	Annual Growth Rate (CAGR*)	Area Forecasted
U.S. Census Bureau	2000 – 2035	1.00%	Colorado
Colorado State Demographer	2000 – 2035	2.00%	Mesa County
BBC Research & Consulting	2005 – 2035	1.98%	Mesa County
Mesa County Administration	2000 – 2020	2.93%	Mesa County
HDR	2010 – 2025	2.95%	Ute District

*Compound annual growth rate

(b) Future Water Demand – The City of Grand Junction. Because the City of Grand Junction water service area is surrounded by other water providers, growth has occurred at an annual rate of 0.70 percent between 2004 and 2008 with new taps of only 335 taps for the time period. Table 45.04.210(b) is a projection of water demand by the year 2025. Water demand was projected to increase at a 0.70 percent rate between the years 2010 and 2025. Projected water demand was calculated using projected population multiplied by 110 gpcd, then calculated at an annual value and converted to million gallons. The City of Grand Junction's unbilled water is anticipated to remain constant at a rate of 10.0 percent.

(c) Clifton Water District. The projected future water demand for the Clifton Water District was based on the number of water taps and the water demand for the years 2004-2010. The number of taps increased for that time period by approximately 11 percent or an annual average of 2.25 percent. The per capita water demand for the residential sector averaged 85 gallons per day (gpcd) for that same time. In cases where untreated irrigation water is unavailable, treated water is utilized for outdoor irrigation and is included in the per capita calculation (reference Table 45.04.130(b)). The growth rate and water demand between 2008 and 2010 was flat but optimistic projections are for the growth rate to return to the projected two percent per year by the State Demographer. Table 45.02.210(c) is a calculation of the projected water demand for the Clifton Water District through 2025. Projected water demand was calculated using projected population multiplied by a per capita of 85 (gpcd), then calculated at an annual value and converted to million gallons. The commercial-industrial sector was estimated to remain at the historic five-year high and the unbilled water was anticipated to remain constant at a rate of 13 percent. Note: the unbilled water for 2010 was unusually high at 14.7 percent.

(d) Ute Water Conservancy Water District. Projected water demand for the Ute Water Conservancy District was based on the population study conducted by HDR/HLB Decision Economics, Inc. Values for estimated populations were based on an anticipated growth rate of 2.95 percent per year. Table 45.04.210(d) is a calculation of the projected water demand for Ute Water Conservancy District through 2025. Projected residential water demand was calculated at the current per capita rate of 77 (gpcd) multiplied by the forecasted population, then calculated at an annual value and converted to million gallons. In cases where untreated irrigation water is unavailable, treated water is utilized for outdoor irrigation and is included in the per capita calculation (reference Table 45.04.180(b)). The commercial-industrial sector was estimated to remain at the historic five-year high and unbilled water was estimated to be six percent of total treated water.

Table 45.04.210(b)

City of Grand Junction
15-Year Estimated Water Demand
(values in million gallons)

	Year	2010	2015	2020	2025
	Historic:				
1	Population	27,161			
2	Residential Demand	1,014			
	Commercial-Industrial Demand	630			
3	Unbilled Water	164			
4	Total Water Demand	1,808			
	Projected:				
5	Population		28,125	29,123	30,157
	Projected Sector Demand:				
6	Residential Demand		1,140	1,180	1,222
7	Commercial-Industrial Demand		651	651	651
8	Projected Unbilled Water		179	183	187
9	Projected Total Water Demand		1,970	2,014	2,060

1 2010 census
2 Billed water by sector
3 Unbilled water was 10.0 percent of total treated water for 2010
4 Billed water plus unbilled water
5 Growth to average 0.7 percent per year
6 Annual increase calculations: Population increase times 110 gpcd times 365 divided by 1,000,000
7 C-I demand historical range of 600 mg – 651.8 mg; estimated to remain at historical high values
8 Projected unbilled water is 10.0 percent of total demand
9 Sum of sectors and unbilled water

Table 45.04.210(c)

Clifton Water District
15-Year Estimated Water Demand
(values in million gallons)

	Year	2010	2015	2020	2025
	Historic:				
1	Population	33,000			
2	Residential Demand	1,061			
	Commercial-Industrial Demand	88			
3	Unbilled Water	198			
4	Total Water Demand	1,347			
	Projected:				
5	Population		36,363	40,384	44,282
	Projected Sector Demand:				
6	Residential Demand		1,159	1,276	1,390
7	Commercial-Industrial Demand		88	92	92
8	Projected Unbilled Water		186	204	221
9	Projected Total Water Demand		1,434	1,572	1,703

1 2010 census
2 Billed water by sector
3 Unbilled water was 14.7 percent of total treated water for 2010
4 Billed water plus unbilled water
5 Growth estimated to average two percent per year
6 Annual increase calculations: Population increase times 80 gpcd times 365 divided by 1,000,000
7 C-I demand historical range of 88.5 – 91.7 mg; estimated to remain at historical high after 2015
8 Projected unbilled water is 13 percent of total demand
9 Sum of sectors and unbilled water

Table 45.04.210(d)

Ute Water Conservancy District
15-Year Estimated Water Demand
(values in million gallons)

	Year	2010	2015	2020	2025
	Historic:				
1	Population	79,600			
2	Residential Demand	2,139			
	Commercial-Industrial Demand	676			
3	Unbilled Water	141			
4	Total Water Demand	2,956			
	Projected:				
5	Population		92,278	106,976	124,014
	Projected Sector Demand:				
6	Residential Demand		2,496	2,909	3,387
7	Commercial-Industrial Demand		834	834	834
8	Projected Unbilled Water		200	225	253
9	Projected Total Water Demand		3,529	3,967	4,474

1 2010 census
2 Billed water by sector
3 Unbilled water was five percent of total treated water for 2010
4 Sector billed water plus unbilled water
5 HDR population estimated as a 2.95 percent annual growth rate
6 Annual increase calculations: Population increase times 76.7 gpcd times 365 divided by 1,000,000
7 C-I demand estimated to remain at historical high of 833.6 mg
8 Projected unbilled water is six percent of total demand
9 Sum of sectors and unbilled water

(e) Table 45.04.210(e) is a summary of anticipated water demand in the Grand Valley from 2010 through 2025. It should be noted that the values used for the projected water demand are planning values only and are based on current research by both HDR and the State Demographer. The entities, however, are experiencing a reduction in water demand and active taps due to the temporary downturn in the local economy and the general nationwide recession.

Table 45.04.210(e)

Grand Valley
15-Year Estimated Water Demand
(values in million gallons)

Year	2010	2015	2020	2025
Projected:				
City of Grand Junction	1,808	1,970	2,014	2,060
Clifton Water District	1,347	1,434	1,572	1,703
Ute Water Conservancy District	2,956	3,529	3,967	4,474
Projected Total Water Demand	6,111	6,933	7,553	8,237

(Res. 24-12 (5.0), 6-20-12)

Article III. The Grand Valley Regional Water Conservation Plan

45.04.220 Current and ongoing water conservation.

In 1996, the City of Grand Junction (the City), the Clifton Water District (Clifton), and the Ute Water Conservancy District (Ute), collectively referred to as the entities, each developed a water conservation plan. The City, Clifton, and Ute have taken proactive positions on water issues and view water conservation as not only necessary for the future but also responsible management of their water resource. The City Council for the City and the Boards of Directors for Clifton and Ute support water conservation as part of their general mission and are taking the lead in promoting water conservation in the Grand Valley and are now participating in a Regional Water Conservation Plan for the Grand Valley. The current water conservation activities include the Drought Response Information Project (DRIP), the Annual Children's Water Festival, low water use landscape projects, leak detection programs, and increasing block rate structures.

(Res. 24-12 (6.0), 6-20-12)

45.04.230 Drought Response Plan.

As a result of the 2002-2003 drought, the City, Clifton, and Ute along with the Town of Palisade collectively embarked upon the development of a regional Drought Response Plan. The Drought Response Plan (DRP) was designed to provide Governing Boards and City Council with a set of options to consider when dealing with a prolonged drought event. Article VI contains a copy of the Drought Response Plan. Implementation of the Drought Response Plan was and is accomplished through an ongoing annual effort, budgeted and paid for by the four domestic water providers. One of the key components of the DRP was to initiate a Drought Response Information Project (DRIP) to provide public education through all sources of media on why and how to reduce per capita consumption across all water use classes in the respective service areas. The DRIP group consists of staff members of the four domestic providers (the City, Clifton, Ute, and the Town of Palisade) as well as representatives of the Colorado State University Extension Service. This group has run an active media campaign on water conservation for the past eight years. The media campaign includes water conservation video presentations on the local public access channel, interviews with various DRIP members on local radio and television stations, weekly water conservation columns in the local newspapers, and face to face presentations to local service groups, homeowner's associations, and community gatherings to further spread the Grand Valley water conservation message. During the summer months, the group participates in the local farmer's markets sponsored by the Grand Junction Downtown Association and the Town of Palisade. DRIP members provide information on household and lawn water conservation. A year-round water conservation reference base is provided on the DRIP website (www.thedripwebsite.com).

Additionally, as a part of the DRIP, the domestic water managers meet monthly to discuss storage levels, potential water shortages and local and regional water issues. Representatives from the City, Clifton and Ute participate in the Mesa County Wise Water Use Council. This Council is made up of parties in Mesa County (staff members from local governments, domestic water providers, irrigation water providers, soil conservation entities, mosquito control entities, CSU Extension Service, local agricultural groups, and federal agencies) that have interests in local water use issues. The City of Grand Junction, Ute Water District, and Clifton Water District contribute $5,000 per entity per year to fund DRIP efforts.

(Res. 24-12 (6.0), 6-20-12)

45.04.240 The Children's Water Festival.

Ute, Clifton, and the City sponsor the Children's Water Festival held each year at Colorado Mesa University in Grand Junction. Each year for the past 18 years over 1,800 fifth-grade students attend the two-day program to learn the different roles that water plays in their lives, in their community, and the world. Over 300 water experts participate in the festival by providing workshops and exhibits. Indoor and outdoor classes range in topic from water rights, water conservation, water pollution, water treatment and distribution, water and wildlife including the endangered species in the Colorado River, and everyone's dependency on clean water supplies. Exhibits show the water cycle, modern irrigation systems, water measurement, the benefits of water conservation, and many other displays. The Children's Water Festival is underwritten and sponsored by many businesses and agencies in the Grand Valley.

(Res. 24-12 (6.0), 6-20-12)

45.04.250 Low water use landscape programs.

Within the City of Grand Junction are three major golf courses, parks and ball fields, schools, trails, open space, and street medians. The golf courses are irrigated with nonpotable water provided by the Grand Valley Irrigation Company, The Redlands Water and Power Company, and Ridges Irrigation District. The parks and baseball fields, schools, trails, open space, and street medians are all irrigated with treated water from the City of Grand Junction. Seven years ago the City invested in the Maxi-Com Irrigation Program which is a centralized program that runs and monitors all of the irrigation systems in the City including the golf courses. The program is tied to a satellite that downloads information regarding evapotranspiration (ET). The centralized computer program then sets the clocks for each irrigation system according to estimated ET. Each of the 125 clocks that run each irrigation system also has rain gauges attached to it which trigger a stop action when a rain event occurs. Through the use of the Maxi-Com Irrigation Program and other improvements in the irrigation system, the irrigation water use in parks, schools, trails, open space, and street medians was reduced by 27.07 mg from 2008 through 2010. In 2008 the City parks, etc. used 176.43 mg of water, in 2009 the parks, etc. used 166.05 mg of water, and in 2010, the parks, etc. used 149.36 mg of water. This was accomplished through higher efficiency and accuracy of irrigation output as well as the monitoring of each system for leaks and breaks. Also, in 2008, the Lincoln Park football field was converted from grass to sports turf.

(Res. 24-12 (6.0), 6-20-12)

45.04.260 Leak detection programs.

The City, Clifton, and Ute leak detection efforts all utilize various methods and techniques to pinpoint water loss either on the customer's meter or within their respective distribution systems. These methods and techniques include: listening devices, visual observations, usage evaluations and customer notifications.

Due to the Grand Valley's soil composition, service and main leaks almost always surface, helping in the rapid response of fixing leaks before major structural or road damage occurs. For those leaks not surfacing, the entities use several different manufacturers' equipment for investigative purposes. This equipment includes General Gen-Ear Water Leak Locator, Heathscope, and Subsurface Leak Detection Inc. Currently none of the entities possess system-wide leak evaluation equipment; however, in the past, var-

ious third party vendors have performed these evaluations within limited areas of the entities' service areas. Past attempts at using third party leak detections vendors were inconclusive. Mainline leak and break history data were tracked for capital expenditure evaluations for future pipe mainline replacements and upgrades. All three entities have pipe replacement capital plans that will further reduce unbilled water losses, as older pipes are replaced.

Meter reading and billing software used by the entities includes Neptune, Caselle, Springbrook and Northstar. The various software programs allow for high/low meter reading comparisons between other existing historical data sets. Additionally, month-to-month comparisons are performed by billing staff and, for those accounts that show atypical usage increases, field technicians are notified via work orders to perform follow-up site visits to investigate potential customer leaks. Monthly meter collection data is also used in system-wide trend evaluations for help in determining unaccounted-for water. WTP personnel are continuously monitoring plant output versus tank levels and system pressures which provide potential major line break information to distribution personnel for immediate investigation and follow-up.

(Res. 24-12 (6.0), 6-20-12)

45.04.270 Increasing block rate structures.

All three entities have an increasing block rate billing structure as explained in previous chapters.

(Res. 24-12 (6.0), 6-20-12)

45.04.280 Grand Valley Regional Water Conservation Plan – Goals and objectives.

The City, Clifton, and Ute have taken proactive positions on water issues and view water conservation as not only necessary for the future but also responsible management of their water resource. As stated earlier, the City Council for the City and the Board of Directors for Clifton and Ute support water conservation as part of their general mission and have taken the lead in promoting water conservation in the Grand Valley. The entities have come together to develop a Regional Water Conservation Plan for the Grand Valley and have identified the following goals and objectives to be achieved through the implementation of measures and programs outlined in this WCP:

(a) Goal 1: Continue to educate the community, landscape contractors, and customers regarding codes and ordinances that promote xeric landscapes and water conservation.

(b) Goal 2: Continue to create public awareness of wise water use and conservation.

(c) Goal 3: Reduce residential sector water demand in the Grand Valley by 10 percent over the next seven years.

(d) Goal 4: Promote water saving awareness in the commercial/industrial sectors.

(Res. 24-12 (7.0), 6-20-12)

45.04.290 Grand Valley Regional Water Conservation Plan – Plan elements.

The Colorado Water Conservation Board (CWCB) has listed elements that must be considered in a water conservation plan. Below is a list of minimum required water conservation plan elements that must be fully considered:

(a) Water-efficient fixtures and appliances.

(b) Low water use landscapes.

(c) Water-efficient industrial and commercial water-using processes.

(d) Water reuse systems.

(e) Distribution system leak identification and repair.

(f) Dissemination of information regarding water use efficiency measures.

(g) Water rate structures and billing designed to encourage water use efficiency.

(h) Regulatory measures designed to encourage water conservation.

Following are measures and programs designed to address the plan elements and achieve the goals and objectives of this water conservation plan.

(Res. 24-12 (7.0), 6-20-12)

45.04.300 Regional water conservation measures and programs.

(a) Water-Efficient Fixtures and Appliances. A regional toilet retrofit program for residential customers in the Grand Valley will be initiated. The toilet retrofit program will be administrated through DRIP, which is the entities' water conservation information program. The toilet retrofit will target high residential water users based on their billing records. The goal is to offer rebates of $75.00 for the replacement of 50 high water use toilets, 3.5 or greater gallons per flush (gpf), with 1.28-gpf toilets in residential homes each year. The estimated annual cost is $3,750 for fixtures and $1,500 for administrative costs. We are estimating 2.6 people per residence and approximately four flushes per person per day. According to Vickers, the replacement of a 3.5-gpf toilet with a 1.6-gpf toilet will save 9,337 gallons per year per household. It is estimated that a 20 percent water saving is realized by the replacement of a 1.6-gpf toilet with a 1.28-gpf toilet. The estimated annual water savings is 11,200 gallons per household or 560,000 gallons per year for 50 toilet retrofits. Each entity will track the water use of the accounts within their service area where the retrofit toilets were installed. The tracking results will be reviewed annually by the DRIP Committee for documented water savings and program effectiveness as well as public response. It is estimated that most of the demand for fixture upgrades will be within the City of Grand Junction water service area and the Clifton water service area since those communities have the oldest homes.

(b) Low Water Use Landscapes. Annually, landscape audits will be offered to the 10 highest water use residential customers that utilize domestic water for outdoor irrigation. Over the next seven years this will result in a minimum of 70 landscape audits in the identified regional plan area. The estimated annual cost will be $1,000 and the audits will be conducted by a trained staff and consultants. The estimated water saving for landscape audits is considered to be a 10 percent to 15 percent reduction in water use (Vickers). Since a greater share of the irrigation in the City is from treated water, the City's water use values were used as a base for calculating potential water savings from landscape audits. In 2010, there were 7,897 active residential water taps in the City service area with an average base demand of 10,000 gallons per month per home. Peak season, July and August, demand per home has been calculated to be 28,800 gallons per month. The difference between winter and summer water use was 18,800 gallons that was attributable to lawn irrigation and evaporative cooling in homes. A conservative estimated savings of 10 percent is 1,880 gallons per home per month and may be as high as 2,500 gallons per month per home depending upon the seasonal rainfall. The annual water savings from audits for the months of May through September may be as high as 25,000 gallons for each home with a total of 250,000 gallons for 10 homes per year. It is estimated that most of the irrigation audits demand will be from homes in the City of Grand Junction water service area.

(c) Water-Efficient Commercial and Industrial Water-Using Processes. Water audits will be offered to the top 10 C-I water users over the next seven years. Since it is unknown how much water savings will be realized by the commercial water use audits, it was estimated that the results of the audits may be a conservative water savings of three percent to five percent per C-I audit. The estimated cost of a water use audit for a C-I customer will be $750.00 per audit with a total of $7,500 for the program. The C-I audits will be performed by internal staff utilizing the best management practices as identified by the Colorado WaterWise Guidebook of Best Practices for Municipal Water Conservation in Colorado. Below is Table 45.04.300(a), a listing of the top 10 C-I water users in the region showing the 2011 water use and the potential three and five percent water savings from the audits. At the three percent water savings from audits, the Grand Valley could see a savings of 16.4 mg. At the five percent water savings from audits, the Grand Valley could see a savings of 27.4 mg. It is estimated that most of the demand for the C-I audits will be in the City and in Ute's service

area. The program for the C-I water audits will be reviewed annually by the DRIP Committee for documented water savings and program effectiveness.

Table 45.04.300(a)

Ten Largest Commercial-Industrial Customers in the Region

Customer	Sector	Water Use (mg)	3% Savings	5% Savings
City of GJ parks	Government	150.5	4.5	7.5
Colorado Mesa University	Education	43.8	1.3	2.2
St. Mary's Hospital	Hospital	39.0	1.2	2.0
School District 51	Education	30.0	0.9	1.5
Mesa County	Government	29.1	0.9	1.5
LLG	Manufacturing	26.0	0.8	1.3
Colorado Egg Producer	Agricultural	12.0	0.4	0.6
Haliburton	Commercial	9.9	0.3	0.5
Wal-Mart Stores	Retail	9.0	0.3	0.5
Safeway Stores	Retail	8.0	0.2	0.4
Total		357.3	10.7	17.9

(d) Water Reuse Systems. Statutorily, water diverted through each of the entities' delivery systems is prohibited from reuse; therefore, this plan element has not been included for further consideration.

(e) Distribution System Leak Identification and Repair. Measures and programs are presently in place as explained in GJMC 45.04.220 through 45.04.270, current water conservation planning.

(f) Dissemination of Information Regarding Water Use Efficiency Measures. Measures and programs are currently in place as explained in GJMC 45.04.220 through 45.04.270, current water conservation planning.

(g) Water Rate Structures and Billing Designed to Encourage Water Use Efficiency. Measures and programs are currently in place as explained in GJMC 45.04.220 through 45.04.270, current water conservation planning.

(h) Regulatory Measures Designed to Encourage Water Conservation. Regulations or ordinances that strictly prohibit the wasting of water are in place for each of the entities.

(1) The City. The City currently has an ordinance, GJMC 13.08.370, Wasting water, which states:

> The owner or lessee of any premises to which any water shall be conducted from the water mains shall keep all pipes and their fixtures from the curbline to his premises and on such premises in good repair and protected from the frost, and tight, so as to prevent waste of water. Upon any waste resulting from a breakage of such pipes or fixtures, or any imperfection of such pipes or fixtures, the owner or lessee shall forthwith stop such waste of water by repairing the old work or by laying new work. It shall be unlawful to use water so that it is wasted by flowing off lawns and gardens into the street gutters. (Code 1994 § 38-132; Code 1965 § 31-34).

The City is currently developing standards for the installation of irrigation systems in new developments. New subdivisions that have irrigation water available will need to design and install irrigation systems to standard and undergo inspection as part of the infrastructure in the

development. These systems will also be included in as-built construction drawings on file with the City, and will have a one-year warranty – the same as the rest of the infrastructure required with new development. After construction the irrigation system will then be owned and maintained by the subdivision's homeowner's association (HOA). The standards should be completed sometime this summer.

(2) Clifton. Policy No. 420, Water Usage Fees, Unintentional Water Use and Water Meter Testing. The District is not responsible for water on the customer's side of the meter. When a leak is detected on the customer's side of the meter, the customer should notify the District as soon as possible. Once a leak is detected on the customer side of the meter it is the customer's responsibility to repair the leak as expeditiously as possible. The District will read the meter as soon as possible after receiving notice of the leak. The customer must contact the District within 180 calendar days of detection of a leak to request an adjustment. Clifton is currently looking at developing a more extensive policy regarding wasting of water.

(3) Ute. The following statement is in Ute's District Rules and Regulations:

> Each customer shall be responsible for maintaining the entire length of their service line from the road right-of-way property line to the structure(s) or property served. Leaks or breaks in the customer's service line shall be repaired by the customer in a timely manner. If District personnel discover, determine or confirm the existence of a leak, the customer will be so notified. If satisfactory progress toward repairing the leak has not been accomplished within a reasonable length of time, as determined by the District, the District may shut off the service until the leak(s) or break(s) have been repaired. Only the loss of metered water that is a direct result of underground leaks or breaks in the customer's service line will be considered for leak adjustments, and only after the District confirms the repair. An individual customer shall be entitled to no more than one leak adjustment to their water bill in any consecutive twelve (12) month period and, when approved, leak adjustments will cover a period of water loss not to exceed sixty (60) days.

(4) Mesa County. Mesa County has recently adopted a new landscape code for new construction development projects. The DRIP members provided input and document reviews in support of Mesa County's efforts to develop the new landscape code. The new code utilizes a "point system" that encourages the use of low water demand landscapes that encourage long term water conservation. The code allows for projects to include undisturbed native landscapes as key components to the overall landscape plan requirements. There is a heavy emphasis on utilizing drought tolerant plant species that meet the published cold-hardiness zones unique to Mesa County. For proposed developments in areas that have no access to irrigation ditch water, the governing domestic water utility have a major say in the final approved landscape plan as it pertains to potable water use for outdoor irrigation. The specific requirement of the code can be found at the Mesa County website, www.mesacounty.us/planning, within the Landscape Handbook Quicklink.

(i) Table 45.04.300(b) outlines the three water conservation programs, time frames for each program and estimated costs.

Table 45.04.300(b)
Grand Valley Regional Water Conservation Plan Measures and Estimated Water Saving

Water Conservation Program	Start Date	End Date	Number	Water Savings	Program Cost
Toilet Retrofit Program	2012	2018	50/yr.	11,200 gallons per home, 560,000 gallons per year	$5,250/yr.

Table 45.04.300(b) (Continued)
Grand Valley Regional Water Conservation Plan Measures and Estimated Water Saving

Water Conservation Program	Start Date	End Date	Number	Water Savings	Program Cost
Landscape Audits	2012	2018	10/yr.	25,000 gallons per home, 250,000 gallons per year	$1,000/yr.
C-I Water Audits	2012	2018	10	3% – 10.7 mg 5% – 17.9 mg	$7,500

(Res. 24-12 (7.0), 6-20-12)

45.04.310 Modification of water demand forecast.

Modification of the demand forecast was calculated using the estimated water savings from the outlined programs above. Table 45.04.310 is a summary of estimated water savings in the Grand Valley from water conservation programs.

Table 45.04.310

15-Year Estimated Water Demand with Water Savings
(values in million gallons)

		2010	2015	2020	2025
1	**Total Water Demand**	**6,111**	**6,933**	**7,553**	**8,237**
	Estimated Water Savings:				
2	Landscape Audits		1.00	2.25	3.50
3	Fixture Retrofits		1.68	4.48	7.28
4	C-I Audits		8.95	17.90	17.90
5	Total Estimated Water Savings		11.63	24.63	28.68
6	**Projected Water Demand with Savings**		**6,921**	**7,528**	**8,208**

1 Water demand from the City, Clifton, and Ute.

2 Estimated annual water savings for 10 homes May – Sept.: 250,000 gallons. Irrigation audits to begin in the summer of 2012.

3 Toilet retrofit savings is 560,000 gallons per year for 50 homes. Program to begin 2012.

4 Estimated C-I water savings at five percent; audits will begin in 2013.

5 Total of all program savings.

6 Estimates water demand with program water savings.

(Res. 24-12 (7.0), 6-20-12)

45.04.320 Monitoring and evaluation of the water conservation program components.

The water conservation programs will be announced and implementation will begin during 2012. Monitoring the success of the water conservation program components will include measuring water use as

well as money spent on the selected conservation measures and programs. The program elements will be audited annually for effectiveness and water savings. Each entity will be responsible for their individual effectiveness audits and will then be compiled, reviewed, and presented in an annual report by the DRIP Steering Committee. This annual report will be posted for public review on the DRIP webpage and be presented to each of the governing bodies of the three entities. Specific data tracking and monitoring will be established as each individual water conservation program measure is implemented. Additionally, the following data will be compiled annually for each entity:

(a) Monthly metering data, both raw and delivered potable water;

(b) Annual data on new development for each entity, including number of new single-family dwelling units, multifamily units, commercial and industrial properties developed;

(c) Annual accounting of new landscape installations;

(d) Public feedback regarding the water conservation measures implemented.

(Res. 24-12 (7.0), 6-20-12)

45.04.330 Plan updates and revisions.

The required schedule for updating the water conservation plan is seven years. The progress towards achieving the water savings goals will be monitored on an annual basis, as stated above, by the entities through the DRIP program. The entities may opt to update the plan prior to the seven-year requirement if the annual plan review indicates actual water savings deviating beyond the anticipated projections. The deviations could result from numerous factors which could include greater or lower customer participation in the offered water conservation programs or greater or lower than projected service population growth and resultant water demands.

(Res. 24-12 (7.0), 6-20-12)

Article IV. References

45.04.340 References.

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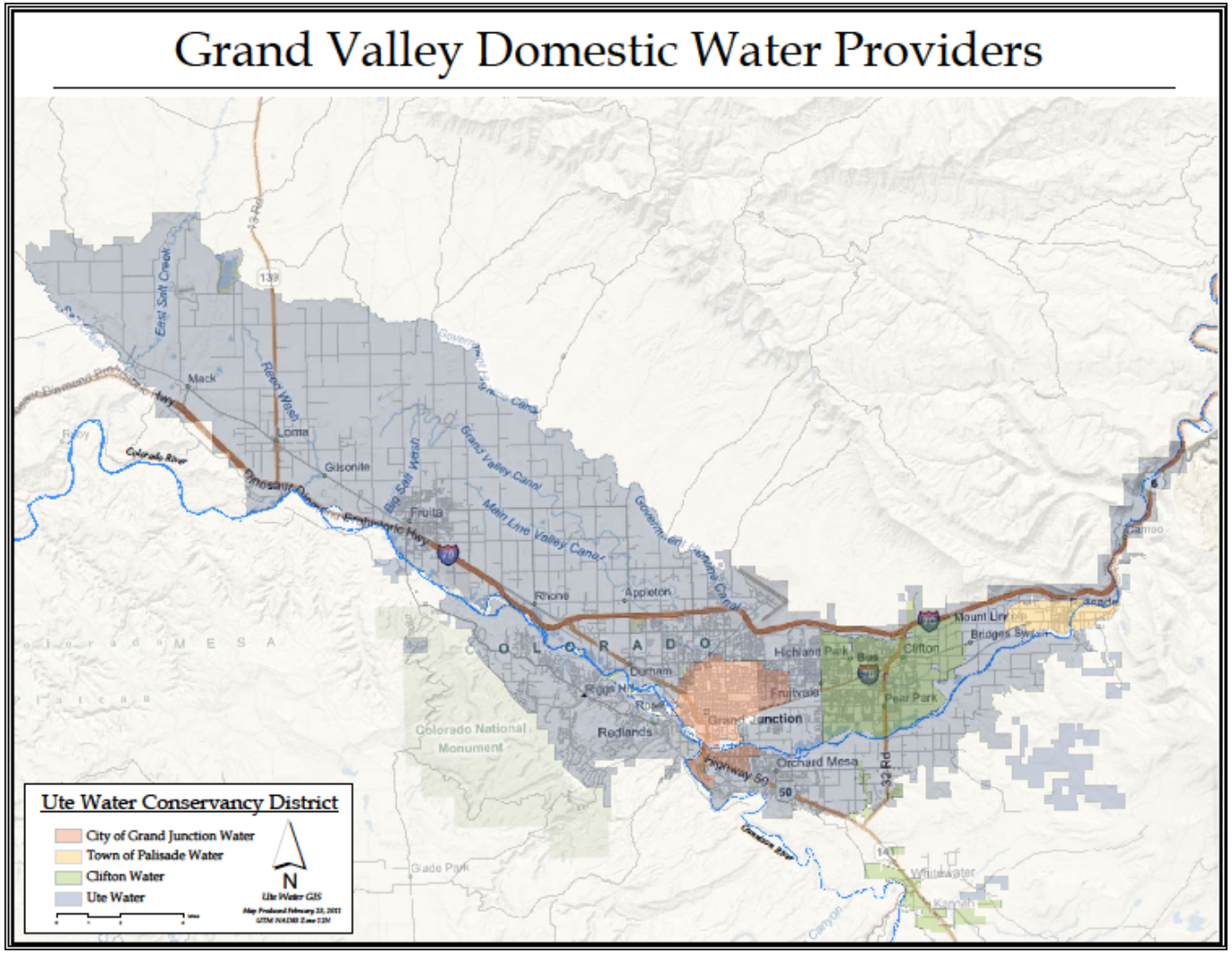
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(Res. 24-12, 6-20-12)

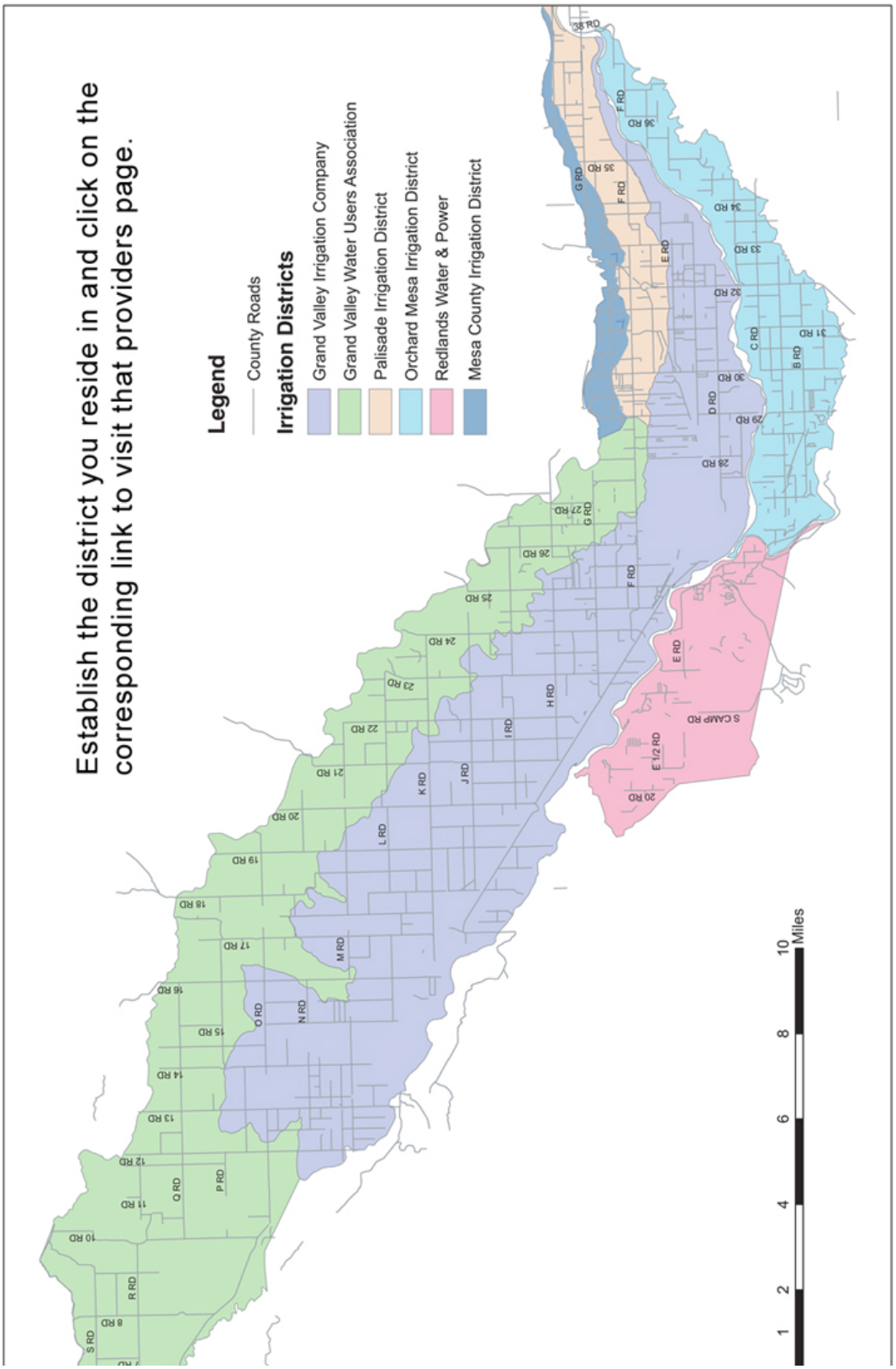
Article V. Maps of Water Providers and Irrigation Systems in the Grand Valley

45.04.350 Maps.

(a) Grand Valley Domestic Water Providers.



(b) Irrigation Providers.



(Res. 24-12 (Appendix A), 6-20-12)

Article VI. Clifton Water District, City of Grand Junction, Town of Palisade and Ute Water Conservancy District Drought Response Plan

45.04.360 Drought Response Plan Introduction.

Drought can be defined as an extended period of below-average precipitation and/or stream flow that stresses a water supply. Drought is a natural, ongoing situation in Colorado – a phenomenon that has recurred regularly throughout Colorado's history.

For planning purposes, the City of Grand Junction, Ute Water Conservation District, Clifton Water District and the Town of Palisade water supply strategy is to have enough water to meet unrestricted customer usage during a period similar to the 1977 or 2002 drought.

No one can predict how long a drought will last or if it will be worse than those used in our calculations. Therefore, even though Grand Valley domestic water supply currently exceeds its use, the providers must be prepared to recognize drought conditions early and respond appropriately. The Drought Response Plan (DRP) codified in this chapter is designed to provide governing boards and city councils with a set of options to consider in dealing with a prolonged drought.

Each domestic water provider has developed a water conservation plan. Implementation of this plan will be accomplished through an ongoing annual effort, budgeted and paid from the four domestic water providers. These plans include, but are not limited to, the following items:

(a) Initiate drought response information project to provide public education through all sources of media on why and how to reduce per capita consumption;

(b) Encourage all customer classes to evaluate, redesign and reconstruct existing landscapes and outdoor water uses to reduce overall consumption;

(c) All public institutions to take the lead in evaluating indoor and outdoor water use practices. Parks, open spaces, medians, golf courses, fountains, etc. to be audited for current consumption and redesigned or re-operated to reduce consumption;

(d) Examine all municipal and County code provisions that affect water usage, such as landscape standards, storm water best management practices, and building codes provisions and amend, if appropriate, these code provisions to meet not only the objectives of the code as originally intended but also to reduce water consumption;

(e) Campaign proclamation to alert public to the need to conserve water;

(f) Acquaint customers with measures they can expect if Stage I or Stage II drought occurs;

(g) Monitor potential drought response effectiveness; recommend adjustments as needed to the city councils and governing boards and report to the public regularly;

(h) Highlight unusually high use on customers' bills. Contact these customers and special interest groups with heavy water use to get their ideas and suggestions for obtaining long-term reductions (golf courses, parks, hospitals, schools, government);

(i) Suggest water use surveys (comprehensive water use analyses) for high volume water users in all customer classes, advise them on ways to reduce water use and, where appropriate, suggest retrofit devices;

(j) Coordinate with Mesa County; invite to meetings;

(k) Meet with citizens groups and convey messages of basic water conservation and Stage I and Stage II drought conditions;

(l) Publish "water waste reduction" suggestions for households and aggressively promote them by including them with water bills, putting them on web sites, and using other effective distribution methods, including billboards and public service announcements;

(m) Train customer service employees to respond to conservation-related questions and give information;

(n) Communicate with the irrigation districts and companies to cooperatively work with them to ensure that adequate irrigation water will be available throughout irrigation season;

(o) Develop some demonstration Xeriscape™ areas for customers to identify with;

(p) Encourage xeriscaping and low-water consumption practices;

(q) Quarterly meetings of domestic water providers to review water supply projections, current reservoir capacity and ongoing conservation efforts;

(r) Consider incentives by the domestic water providers to customers to replace outdated, water-consuming indoor plumbing fixtures, faucets and shower heads;

(s) Each provider considers adjusting increasing block rate (separation of residential from commercial/industrial rates); and

(t) Train and assign field and customer service personnel to:

(1) Monitor outdoor use;

(2) Offer suggestions to customers on water wise use; and

(3) Identify and work with high water users.

Denver Water holds the trademark for the term Xeriscape. The word Xeriscape was created in 1981 for landscape water conservation education programs. The name is a combination of "landscape" and the Greek word "xeros," which means "dry."

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.020)

45.04.370 Drought Response Plan – Stages of drought.

The Drought Response Plan is based on two stages of drought, each of which is triggered by either a combination of the historic user pool projections, water provider storage, or stream flow projections.

(a) Stage I Drought – Ongoing Intensive Water Conservation. Conditions are similar to 2002 drought, but no real impacts to area domestic water providers; Statewide drought conditions may or may not exist that affect area irrigators. Some voluntary water use reductions anticipated. Actions undertaken involve predominantly sharing water supply.

The 2002 drought had a Statewide drought declaration; Ute Water Conservancy District's primary water source and the Lower Molina power plant were out of water by mid July; Vega reservoir did not fill. The Town of Palisade's Cabin Reservoir had only 75 percent of normal but springs remained steady. The City of Grand Junction's Purdy Mesa and Juniata Reservoirs started out about 75 percent full with about 1,100 acre feet of municipal water available on top of Grand Mesa. The historic user pool (HUP) received approximately 75 to 80 percent of full allocation but had water for full irrigation season.

(b) Stage II Drought. At least one of the four water providers' supply is at or near minimum target levels (to be determined) for either storage or stream flows requiring drastic water conservation measures to ensure water needs for the most essential uses for all Valley water customers. Mandatory water use reductions and a drought rate imposed.

(c) Moving from a Stage I drought to a Stage II drought will be dependent on several factors. During a Stage I drought all water providers will have gone from meeting on a quarterly basis to meeting on a monthly basis and all water supplies, either storage or stream flows, will be monitored very closely. If it is anticipated that the Historic User Pool (HUP) is expected to only receive 75 percent of entitlement and irrigation districts are anticipating they will not be able to stretch available water supplies throughout the entire irrigation season we will need to take stronger action to ensure our

domestic supplies are not overburdened. Domestic water suppliers usually have enough water resources to supply their current water demands; if outside irrigation demand that has normally been supplied by one of the irrigation canals is suddenly added to the domestic demand it will cause both treatment and capacity delivery problems. Individual triggers for each domestic water provider have been discussed and will be modified as weather and demand dictate. Currently the Ute Water District trigger for moving to Stage II will be when they will be at 75 percent of storage capacity in Jerry Creek reservoirs by midsummer. The Town of Palisade's Cabin Reservoir is below 75 percent capacity right after spring runoff and Ute Water may not have capacity to keep them whole. Clifton Water District will use the 75 percent of Historic User Pool storage available as their trigger as they do not anticipate any numeric triggers; the only hardship may be getting water to treatment facility from the river. The City of Grand Junction is anticipating a trigger of 50 percent of storage for Juniata and Purdy Mesa Reservoirs by end of irrigation season.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.030)

45.04.380 Response to drought.

This plan identifies two ways to respond to a drought: increasing water supply and decreasing water use.

(a) Increasing Water Supply. The four area water providers can possibly augment their water supply from other sources. There are several options for doing this, each presenting its own set of intergovernmental and technical considerations. Among the possibilities:

(1) Call back water rights we allow others to use (ranch lessees);

(2) Augment raw water sources through river pump stations if river water is in priority;

(3) Pay an upstream water user to allow us to divert more water;

(4) Seek waivers from State agencies to allow us to divert and use irrigation water decrees if available; and

(5) Purchase municipal water contracts from federal projects if available (possibly must do in advance).

(b) Decreasing Water Use. The prime drought response is to budget water use for the most essential uses for the drought's duration. There are a wide variety of options that could be used to decrease water use. In general, we expect that reductions would be voluntary as outlined in the introduction, GJMC 45.04.360. Voluntary measures would continue with a Stage I drought. Mandatory measures would be implemented during a Stage II drought. We believe it is important to ensure that any discomfort, difficulty or potential loss is shared as equitably as possible across all customer classes.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.040)

45.04.390 Stage I drought.

Based on past experience of other domestic water providers, we can expect to achieve between zero percent and 10 percent reduction in water consumption with the following measures:

(a) Monthly meetings of domestic water providers to review water supply projections, current reservoir capacity and ongoing conservation efforts;

(b) Continue all measures outlined in the ongoing water conservation plan implementation as outlined above;

(c) Initiate campaign to alert public of Stage I drought conditions;

(d) Monitor drought response effectiveness; recommend adjustments as needed to the city councils and governing boards, and report to the public regularly;

(e) Request all government entities to reduce their own short-term domestic water use by 30 percent of last five-year average to demonstrate leadership in dealing with the crisis, and then publicize the results;

(f) Publicize creative water saving efforts of individuals and business customers as examples of leadership;

(g) Assist City and County Health Departments in distributing guidelines for using gray water where legal and appropriate;

(h) Suggest the following ideas to reduce indoor water use:

(1) Serve water in restaurants only upon request;

(2) Encourage all hotels, motels, inns and bed and breakfast establishments to have only shower heads meeting maximum flow rates of 2.5 gallons per minute and faucet aerators meeting maximum flow rates of 2.2 gallons per minute; and

(3) Promote the reduction of water-cooled air conditioning;

(i) Suggest the following ideas to reduce outdoor water use:

(1) Cut back on street cleaning, sidewalk and driveway washing, except where spills of toxic or hazardous substances or where public health and safety issues can only be resolved by washing the impermeable surface;

(2) Suggest to customers other ways to clean sidewalks or driveways and any other hard surfaces without the use of hoses;

(3) Suggest to customers other ways to wash vehicles to minimize water waste;

(4) Suggest that home owners not fill private swimming pools; and

(5) Require that ornamental fountains in buildings and parks be turned off;

(j) Provide information and assistance to customers planning for post-drought landscape revival or replacement.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.050)

45.04.400 Stage II drought.

Based on past experience of other domestic water providers, we can expect to achieve between 10 percent and 20 percent reduction in water consumption with the following measures:

(a) Continue all measures initiated in Stage I droughts;

(b) Increase meeting frequency from monthly to weekly;

(c) Adjust drought water rates to increase financial incentives for using less water;

(d) Intensify public information to reinforce the need for extreme measures (generate awareness of drought status, response, policy recommendations, requirements and penalties);

(e) Provide information and assistance to customers planning for post-drought landscape revival or replacement;

(f) Eliminate all fire hydrant uses except those required for public health and safety;

(g) Reduce indoor water use:

(1) Eliminate serving water in restaurants except upon request;

(2) Require all hotels, motels, inns and bed and breakfast establishments to have only shower heads meeting maximum flow rates of 2.5 gallons per minute and faucet aerators meeting maximum flow rates of 2.2 gallons per minute; and

(3) Assist County Health Department in distributing guidelines prohibiting use of gray water;

(h) Intensify reductions of outdoor water use:

(1) Increase penalties for wasting water, violating any permits or ignoring restrictions;

(2) Prohibit street, sidewalk and driveway washing by flushing methods, except where spills of toxic or hazardous substances or where public health and safety issues can only be resolved by washing the impermeable surface;

(3) Prohibit curbside car/truck washing by all customers;

(4) Prohibit car/truck washing on dealers' lots;

(5) Prohibit filling private swimming pools;

(6) Require that ornamental fountains in buildings and parks be turned off;

(7) Impose restrictions in landscape water use in proportion to the severity of the drought;

(8) Prohibit all new landscaping including planting of trees and shrubs; and

(9) Train and assign field and customer service personnel to:

(i) Police outdoor water use;

(ii) Issue warnings; and

(iii) Impose penalties for water waste, violations of any permits and noncompliance with restrictions;

(i) Prohibit outdoor water use (as a last resort in an extremely severe drought) except for subsistence irrigation of trees and shrubs.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.060)

45.04.410 Public outreach.

During a drought, it is essential that the four area water providers communicate effectively not only with their customers, but also with other area water suppliers, local governments, and other groups who may be affected by this drought response. An intense water conservation effort was developed in 2003 and has support from Ute Water Conservancy District, Town of Palisade, Clifton Water District and the City of Grand Junction. The outreach campaign is administered through the four water providers and is the Drought Response Information Project or DRIP.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.070)

45.04.420 Summary.

While the options listed in the Drought Response Plan are based on lessons learned here and from other water utilities during past droughts, it is important to understand that every drought is different and that the governing boards and City Council will adjust and refine measures based on actual drought conditions. This plan is intended to help staff, customers, stakeholders and the boards and Council be better prepared when a drought occurs.

(Res. 24-12 (Appendix B), 6-20-12; Memorandum of Understanding, April, 2003. Formerly 45.04.080)

Chapter 45.08

PERSIGO SEWER SYSTEM INTERGOVERNMENTAL AGREEMENT

Sections:
45.08.010 Goals.
45.08.020 Definitions.
45.08.030 Policy.
45.08.040 Implementation – Zoning – Master Plan.
45.08.050 City growth – Powers of attorney – Annexation.
45.08.060 Enclaves.
45.08.070 Remedies.
45.08.080 Other provisions.
45.08.090 Rules of construction.
45.08.100 Service area boundaries.

Cross-reference – Chapter 13.16 GJMC.

45.08.010 Goals.

The overriding goal of the County is to make available connection to the system to all properties within the 201 service area and to participate jointly with the City to provide policy direction for operation and maintenance of the system.

The overriding goal of the City is that all new development shall occur within, and be annexed to, the City, and under the City's land use jurisdiction.

The parties agree that these two goals can be accomplished together.

The Master Plan is the community's best effort to identify those areas of the Central Grand Valley that should be urbanized, and those that should not.

(a) In addition, the parties have expressed their willingness and resolve to guarantee, for themselves and for the Boards and Councils that will follow, that:

(1) The City may continue to grow, in accordance with its Charter and applicable State law;

(2) Within the 201, all annexable development, as herein defined, must only occur within the City and under the City's jurisdiction;

(3) The County shall continue to participate jointly with the City to provide policy direction for operation and maintenance of the system;

(4) So that the integrity of the City and County planning efforts is not threatened in the joint planning areas (herein defined), the parties will not allow growth inconsistent with the Master Plan adopted by each entity or by the Planning Commissions of each; or existing zoning; and

(5) The City will continue to manage, operate and maintain the system as it has done, subject to policy guidance by the Board of County Commissioners and City Council, acting jointly, as provided herein.

(b) This agreement between the City and the County addresses the following goals and community values:

(1) The system was constructed and will be operated for the benefit of the current and future users in the 201;

(2) The agreement should resolve all issues that were in dispute in the lawsuit;

(3) The pursuit of health and water quality on behalf of all citizens is of the utmost importance;

(4) Continue quality management, operation, and maintenance of the system;

(5) Encourage connection of all properties within the 201 to the system in the short term, rather than waiting for septic systems to fail; and

(6) Agree on, and adopt, the boundaries of the 201.

(1998 Intergovernmental Agreement § A)

45.08.020 Definitions.

For this agreement, the parties agree to the following definitions and meanings.

(a) *Annexable development:* includes nonresidential development, as defined herein, and residential development, as defined herein.

(b) *City Council, City* or *Council*: the City Council of the City of Grand Junction, the City Manager of the City of Grand Junction, or the City of Grand Junction as an entity, as the context may require.

(c) *Commercial or nonresidential development*: all development which is described in GJMC 45.08.050(d).

(d) *County, Commissioners, Board* or *BoCC*: Mesa County, a political subdivision of the State of Colorado, acting through its Board of Commissioners.

(e) *Development*: construction, improvement, or placement of a use on a parcel or lot or other property. For this agreement, changes in intensity of use, reconstruction of a building after demolition, rezonings and the other activities or thresholds as defined in the body of this agreement, are included within the definition of "development." It is intended that in cases which are not clear, an activity or property be included within the term "development," rather than excluded.

Below is a list of those activities, approvals and review processes which will subject the applicant to being annexed by the City prior to any land use review by the County.

The following are examples of annexable development, as defined in this agreement. This list is intended to be illustrative only and not an all-inclusive list of development types that would trigger land use review and approval or annexation by the City.

(1) Residential Annexable Development. In general, residential annexable development includes any proposed development that would require a public hearing under the Mesa County Land Development Code as it was on April 1, 1998. Such development includes, but is not limited to, any residential development that:

(i) Is generally defined as single-family dwellings (detached and attached), duplexes, triplexes, quadplexes, townhomes, multifamily buildings, apartments, condominiums, rooming houses, boarding houses, group homes, nursing homes, retirement homes, adult congregate living facilities, hospices, or similar residential development. The term does not include commercial facilities such as hotels, motels, hospitals, penal/correctional facilities, or similar commercial or institutional facilities;

(ii) Requires a change to the Future Land Use Map of the Master Plan, or a change to the text, exhibits, goals or policies of the Master Plan, if requested by or on behalf of a property owner/developer;

(iii) Requires a change in zoning applicable to a property or a change in the text of the Mesa County Land Development Code as it existed as of April 1, 1998;

(iv) Requires a rezoning to planned development or planned unit development (PUD);

(v) Requires official development plan (ODP) approval for a planned development or PUD;

(vi) Requires preliminary plan approval for a planned development or PUD, regardless of any previous approval of an ODP;

(vii) Requires approval of a major amendment to an approved planned development or PUD. A major amendment includes:

(A) A change in density, number of lots or number of dwelling units;

(B) A change in a permitted use(s); or

(C) A change in dwelling unit type (e.g., detached, attached, townhome, zero lot line, etc.);

(viii) Requires approval of conditional use (except a home occupation);

(ix) Requires approval of a special use (except a home occupation);

(x) Results in the subdivision of land (including judicial and partition action, but not foreclosure) whereby more than one additional lot or parcel is created; or

(xi) Requires approval of a subdivision plat or replat resulting in the creation of more than one additional lot or parcel.

(2) Nonresidential Annexable Development. In general, nonresidential annexable development includes any proposed development that would require a public hearing under the Mesa County Land Development Code in effect on April 1, 1998, and any new or significantly nonresidential principal structure(s). Such development includes, but is not limited to, any nonresidential development that:

(i) Is generally defined as commercial, industrial, institutional, public (other than some property owned by Mesa County; see infra) or any combination thereof, or any one of the foregoing in combination with a residential use;

(ii) Requires a change on the Future Land Use Map adopted as part of the Master Plan, or a change to the text, exhibits, goals or policies of said plan, as may be requested by or on behalf of a private property owner;

(iii) Requires a change in zoning or a change in the text of the Mesa County Land Development Code;

(iv) Requires a rezoning to planned development or planned unit development (PUD);

(v) Requires official development plan (ODP) approval for a planned development or PUD;

(vi) Requires preliminary plan approval for a planned development or PUD, regardless of any previous approval of an ODP;

(vii) Requires approval of a major amendment to an approved planned development or PUD, such as:

(A) A change in intensity, lot coverage or floor area ratio;

(B) A change in a permitted use; or

(C) A change in the location of a principal structure;

(viii) Requires approval of conditional use (except a home occupation);

(ix) Requires approval of a special use (except a home occupation);

(x) Results in the subdivision of land (including judicial and partition actions) whereby one or more additional lots or parcels are created;

(xi) Requires approval of a subdivision plat or replat resulting in the creation of one or more additional lot(s) or parcel(s);

(xii) Results in the construction of any new principal structure;

(xiii) Results in any existing principal structure of less than 10,000 square feet of gross floor area being enlarged to 10,000 square feet or greater of gross floor area; and

(xiv) Results in an addition of 10,000 square feet or larger of gross floor area to any existing principal structure of 10,000 square feet or greater of gross floor area.

(f) *Existing arrangement*: that state of affairs and status, with all attendant powers, defenses, liabilities and duties, which existed the instant before the lawsuit was dismissed.

(g) *Gross floor area*: the sum of the areas, expressed in square feet, at each floor level of a structure including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, offices, etc., and included within the principal outside faces of exterior walls. Also included are all stories or areas that have floor surfaces with clear standing headroom (six feet, six inches minimum) regardless of their uses. The gross area of any parking garage within a building shall not be included within the gross floor area.

(h) *Jointly agreed upon infrastructure standards*: those standards to be agreed upon by the City and County within one year of the signing hereof which include all necessary technical construction specifications of roads, drainage, water, sewer and other public or private utilities necessary to serve a nonresidential or residential development.

(i) *Jointly*: a joint decision of the City and County. While the City and the County may be required to act separately, according to applicable law, no such action shall be effective until both bodies have adopted identical actions, terms and provisions.

(j) *Joint Urban Area Plan ("JUP")*: means that portion of the Mesa County Countywide Land Use Plan as shown in color on the City's Future Land Use Map (adopted October 2, 1996), along with the corresponding text, goals and policies. Note that the colored portion is larger than the urban growth boundary.

(k) *Lawsuit*: Mesa County v. City of Grand Junction, 94 CV 233, Mesa County District Court.

(l) *Lot*: a parcel of land as measured and established by a plat recorded with the Mesa County Clerk and Recorder.

(m) *Master Plan*: also known as Comprehensive Plan, Growth Plan; for the purposes of this agreement, it is Chapter 5 of the Mesa Countywide Land Use Plan (October, 1996), also known as the Joint Urban Area Plan.

(n) *Nonresidential development or commercial*: all development which is described in GJMC 45.08.050(d).

(o) *Official development plan*: as defined by Mesa County Land Development Code, in effect as of April 1, 1998.

(p) *Parcel*: an area of land defined by a legal description and recorded with the County Clerk and Recorder.

(q) *Persigo wastewater treatment system*: See *Sewer*.

(r) *Policy*: see GJMC 45.08.030(c).

(s) *Principal structure or use*: the main or primary purpose for a structure or use on a property; included are accessory structures which are attached to and architecturally integrated with the principal structure.

(t) *Property*: includes the terms "lot" and "parcel," as defined herein. Adjacent or contiguous tax parcels, according to the Mesa County Assessor, which are in identical ownership, shall be treated as one property, parcel or lot, for the purposes of this agreement. The term is intended to be inclusive and to refer to all lands, grounds, and areas.

(u) *Public approval*: for any proposed use, development or change to either, an approval which requires or involves a public hearing process, based on the provisions of the County's code and the administrative practices in effect in Mesa County on April 1, 1998 (unless consented to in writing by the City if the provisions or practices change). Thus, if a subdivision of property requires a public hearing of some sort, the subdivision cannot occur without "public approval." If construction can occur without a public hearing or public notice of a meeting (for example, only staff review of a set of plans must occur before the activity is authorized) no public approval is required for the development. It includes, according to the County's adopted code as of April 1, 1998, any development, subdivision, platting, planned or planned unit development (including all phases, steps, and filings), conditional or other use permit, land use review, change of use, change of intensity of use or other permitting process, permit or approval applicable to land or structure thereon which requires a public hearing.

(v) *Residential development*: includes single-family dwellings, multifamily homes, apartments, townhomes and condominiums, and other dwelling places, along with appurtenant structures, such as a club house which serves only the residents of a particular subdivision, and which requires a public approval.

(w) *Septic system*: all forms of State of Colorado and Mesa County Health Department approved individual sewage disposal systems, as defined in State law and State implementing regulations.

(x) *Septic system failure*: as defined by County Health Department or, in lieu of any definition by the County Health Department, by the State of Colorado's statutes or implementing regulations.

(y) *Structure*: has the same meaning as is provided for in the most current version of the Uniform Building Code, as published by the ICBO, or a successor entity or uniform code, as adopted from time to time by the City.

(z) *System*: the plant, and all lines, interceptors, and pipes, valves, pumps and other facilities and appurtenant devices, including the real property rights, necessary or used for the collection and transportation of sewage and waste liquids to, and the operation and maintenance of, the Persigo Wastewater Treatment Plant. "System" includes all pipes and devices however large or small, including what has been termed "backbone," collection, trunks, et cetera, and all necessary personal property needed to operate the system. See sewer regulations as adopted by the City.

(aa) *201 service area* or *201* or *Persigo 201*: as shown on the map GJMC 45.08.100, "Persigo Exhibit A," within which area it is intended that all properties shall be connected to, and served by the system, to the exclusion of septic or other individual sewage disposal systems.

(bb) *Urban* or *urbanizing*: Within the JUP, any development or use other than residential single-family dwelling(s) on lots, parcels or tracts which are smaller than two acres in size, net.

(cc) *Urban growth boundary or area*: as shown in GJMC 45.08.100, "Persigo Exhibit A" ("UGA").

(dd) *Use*: the purpose for which land or a building is designed, arranged, or intended, or for which is or may be occupied or maintained; also includes any activity, occupation, business or operation which is carried on or in a structure or on a tract or parcel of land.

(1998 Intergovernmental Agreement Exh. 1)

45.08.030 Policy.

(a) The City Council and the Board of County Commissioners shall jointly establish and provide policy direction relating to the system.

(b) No policy shall be effective until formally adopted by both the City Council and the Board of County Commissioners.

(c) *Policy* means:

(1) Setting goals and objectives;

(2) Reviewing and adopting capital improvement plans and annual operating budgets;

(3) Reviewing and setting system rates and fees;

(4) Entering into bond issues and other financing arrangements, adopting or amending sewer rules and regulations;

(5) Adopting policies and philosophies which govern rate and capital reviews and studies;

(6) Acting jointly regarding any changes to the 201. The parties recognize that their joint decision and recommendation regarding the 201 boundary may be subject to the approval of others pursuant to the Federal Clean Water Act and implementing regulations; and

(7) Approving and entering into new sewer service contracts or amending existing sewer service contracts with special districts, municipalities, or other sewer service providers.

(d) In the event the parties fail to jointly adopt an annual operating budget, the previously approved operating budget shall be the operating budget.

(e) The parties agree that, unless required by a debt instrument or similar obligation, the following shall apply to the system:

(1) Operating and maintenance reserves required by any debt instrument will not be used for trunk line extension or plant expansion;

(2) Jointly adopted differential fees and charges may be used to encourage infill;

(3) Plant investment fees and monthly charges may be established to meet anticipated future capital needs and inflation indexing; and

(4) The plant investment fee will be put into an expansion fund until plant usage reaches 90 percent of capacity, at which point construction is expected to expand the plant capacity. After such construction, expansion fund moneys may be accumulated for future uses or may be used to plan and construct new or replacement facilities.

(f) Arbitration. Subject to the overriding provisions of GJMC 45.08.070, Remedies, in the event of a dispute of any matter determined by either body to be necessary to effectuate this agreement or to establish any policy, the parties shall first mediate the dispute. If mediation does not resolve the dispute, the parties shall each state its position in writing and deliver the same to the other party. If, within 10 days of the delivery of such writings to each party, the parties have not resolved the dispute, the parties shall proceed to binding arbitration. Each party shall designate an arbitrator of its choice and the two designees shall designate a third. Arbitration shall be subject to the rules of the American Arbitration Association. Expenses of mediation and arbitration shall be shared jointly by the parties.

(g) The 1998-1999 existing system capital improvement plan, and existing operating budgets, and the sewer rules and regulations (to the extent not inconsistent with this agreement) and the boundary of the 201 as indicated on "Persigo Exhibit A," GJMC 45.08.100, are hereby continued and ratified until jointly modified.

(1998 Intergovernmental Agreement § B)

45.08.040 Implementation – Zoning – Master Plan.

(a) The parties agree to provide for, encourage, and assist growth of the City through annexation by the City of all annexable development within the boundaries of the 201. In the event of a question, the parties agree that annexation is to occur, unless prohibited by applicable law or this agreement.

(b) The parties shall jointly develop appropriate incentives to encourage annexation to the City. If a neighborhood or other area petitions or elects to be annexed to the City, the County and the City may jointly fund incentives. As allowed by available money, the incentives may include, but are not limited to, parks, roads, fire stations or road improvements.

(c) The parties agree to implement this agreement, in letter and in spirit, through the various tools, plans and powers of each party, including but not limited to the adopted codes of each, the policies and procedures of each, and the agents and employees of each. Throughout the term of this agreement, the parties agree to continue to amend and adopt such provisions as are authorized and necessary to implement all provisions and goals of this agreement.

(d) (1) The parties acknowledge the importance of adoption of, or implementation of, and compliance with, the Master Plan. The parties shall implement the Master Plan through their resolutions, ordinances or other actions or shall comply with the zoning existing as of the date of this agreement. The parties may jointly allow for exceptions, in writing.

(2) When one party approves an amendment or other change to the Master Plan for property within such party's jurisdiction, if the other party does not consider and decide whether to amend within 30 calendar days of the first party's approval, the amendment shall be deemed approved.

(e) To maintain the integrity of the Master Plan, and the implementation of it, and for other reasons, the parties agree that any property within the 201 should eventually develop at an urban level of density. For this agreement, residential lot sizes of two acres gross or larger are deemed to not be "urban" while smaller parcel or lot sizes are deemed to be "urban." The parties agree to amend the 201 to implement this principle.

(1998 Intergovernmental Agreement § C)

45.08.050 City growth – Powers of attorney – Annexation.

(a) Neither contemporaneous annexation to the City, nor a power of attorney to annex later, shall be required as a condition of service by or connection with the system, subject to, and in accordance with, the several provisions hereof. However, annexation is required pursuant to this agreement in order to implement the goals and objectives of this agreement.

(b) (1) Over time all properties within either the UGA or the 201, as those boundaries are adjusted and amended pursuant to this agreement, will be annexed by the City. The parties agree that the UGA and the 201 should be the same, although amendments are required to accomplish this consistency, except that Clifton Sanitation District I and II will be excluded from the 201. All land use review of whatever form of any annexable development within the 201 boundary, beginning with the very first contact with the planning offices or departments of the parties (such as a pre-application conference or the acceptance of any application or permit request), shall exclusively occur in, and be exclusively subject to the land use jurisdiction of, the City through the development review or other review process.

(2) Until the tenth anniversary of the signing of this agreement, the City shall not annex outside of the 201 or the UGA unless the Board of County Commissioners consents.

(c) All decisions relating to infrastructure standards, location and similar technical matters for annexable development shall be performed by the City pursuant to City standards and requirements, even if an earlier phase or portion of an annexable development had occurred without City review or process or standards. Within the 201, the parties shall jointly agree upon the infrastructure standards which shall be followed throughout the 201. The parties shall agree on such standards within one year of execution of this agreement. Thus, the general principle to accomplish the goals of this agreement, and to replace the existing arrangement is that no annexable development in the 201 shall, after the effective date of this agreement, occur except through the City's land use process and after annexation to the City is completed. The City Council may allow the land use review process of annexable development to proceed along with the annexation, as required by the City.

(d) Except as provided in subsections (i) through (k) of this section, any proposed nonresidential (including but not limited to commercial, industrial, institutional or public, e.g., schools, churches) use or development which fits at least partially any one or more of the following criteria shall first

annex to the City prior to, or concurrent with, review and approval of the development proposal. Even if the developer or applicant would experience a delay, the City shall require that annexation shall occur forthwith so that the City has complete land use authority over the proposed development from its initial planning and review stages. Those criteria are as follows:

(1) Any development requiring a change of the text of, or to any map which is a part of, the adopted Joint Urban Area Plan;

(2) Any property, or portion thereof, the owner of which has requested or applied for a rezoning or any change to a planned zone or any amendment to any planned zone;

(3) Any subdivision of property that results in the creation of one or more additional lot(s), parcel(s) or tax parcel(s). Judicial and partition actions are included within the definition of "subdivision." Notice of any such judicial or partition action shall be given to the City;

(4) Any use or development requiring a conditional use permit, except a home occupation located in a residence;

(5) Any new principal structure;

(6) Any addition to an existing principal structure which contains less than 10,000 square feet of gross floor area if, following the addition, the gross floor area of the structure is equal to or greater than 10,000 square feet; or

(7) Any addition of 10,000 square feet of gross floor area or larger to an existing principal structure of 10,000 square feet or more of gross floor area.

(e) The County hereby agrees to sign such documents as are reasonably necessary to complete every annexation initiated or completed by the City within the 201 which reasonably complies with the Annexation Act and the provisions of this agreement.

(1) Specifically, the parties agree that the County may intervene, sue or otherwise take action against or contrary to any City effort to annex any property within the 201 only if:

(i) The City is not complying or reasonably attempting to comply with the Annexation Act and this agreement; or

(ii) The property involved is County park, recreational property or other property such as courthouses, jails, maintenance yards, Intermountain Veterans Memorial Park, and the offices or buildings of the County Clerk and other County officials.

(2) The County specifically consents to the annexation of all or a portion of any road, street, highway, easement, right-of-way, open space or other County-owned property, unless excluded in subsection (e)(1)(ii) of this section, at any time for any purpose consistent with the terms of this agreement.

(3) For or on behalf of any third party, the County shall not intervene, sue or otherwise take action against or contrary to any City effort to annex pursuant to the Annexation Act and this agreement. Even though the County is granted standing by the Annexation Act or otherwise, the County agrees not to exercise such right, to require an election for, or contest any annexation in the 201, unless inconsistent with the Annexation Act.

(f) (1) Annexation techniques such as the use of "flagpole(s)," including the annexation of all or any portion of any right-of-way, street, easement or road, may be used by the City to accomplish annexations and the objectives of this agreement. The City agrees to minimize the use of "flagpoles," other than the use of linear strips (normally portions of a right-of-way or other roadway), when establishing contiguity and compliance with the Annexation Act.

(2) The City may require that annexation be completed prior to issuance of any final development approval and the City may complete annexation prior to initiating any development review.

The City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.

(3) Other parcels shall not be involuntarily included in an annexation petition prepared or controlled by the City pursuant to subsection (f)(2) of this section. However, if a majority of property owners file a petition to annex, the minority may be annexed involuntarily without violating this agreement.

(4) The parties agree that a "pole" of a "flagpole" annexation does not create an enclave. The City agrees that it will not attempt to use any "pole" to create or "close" an enclave.

(5) All phases, filings, or portions of any property subject to a public approval such as planned developments, official development plans ("ODPS"), and any other process or step whereby a portion of one or more tax or other parcels are reviewed or evaluated (even though such parcels, lots or properties are not expected to be finally approved, subdivided or zoned at the same time) are to be treated as one property, and therefore all such phases, filings or portions shall be annexed to the City when the first such phase, filing or portion of property is reviewed and/or annexed.

(g) Powers of attorney for annexation ("POAs") or other instruments which provide for the exchange of sewer for an agreement to annex (only such documents shall be called POAs for purposes of this agreement) which were entered into or recorded as of the dismissal of the lawsuit will not be used by the City to effect annexation during the time this agreement is in effect.

(h) Any POA which has not been exercised or released as of December 31, 2005, will be canceled on or before that date by formal action by the City Council. Such notice of cancellation, which shall be recorded, shall provide that the cancellation is subject to the several terms of this agreement.

(i) Redlands. Within that portion of the 201 which is west/south of the Colorado River and west of the Gunnison River, (termed the "Redlands" in this agreement), and which is shown more particularly in GJMC 45.08.100, "Persigo Exhibit A":

(1) For any residential development, no permit or approval shall be given for such development if any portion of the property is within one-quarter mile (1,320 feet) of any portion of the City limits, as those limits change from time to time, except through the City's land use process and until the property is annexed to the City. The County shall refuse to review or approve any such development proposal; and shall refer the applicant to the City which shall process and decide if the permit, application or proposed development shall be approved. The City may require that annexation be completed prior to initiation of any land use review process by the County, or the City may choose to allow a land use application or proposed use to proceed contemporaneously with the annexation process.

(2) Regardless of proximity to the limits of the City, all nonresidential annexable development on the Redlands shall be exclusively processed and evaluated by, and possibly approved only after it is annexed to, the City. The City may elect to begin the land use review process prior to completion of the annexation process if the City has land use jurisdiction as determined by the City.

(j) Eastern Area.

(1) Any proposed annexable development of any property within the 201 and which is partially or wholly WEST of the line shown in GJMC 45.08.100, "Persigo Exhibit A," and which will be referred to as "The Line," shall be exclusively processed and reviewed by, and annexed to, the City.

(2) Until December 31, 2005, all nonresidential annexable development and any residential development which requires a rezoning to higher density, which is east of "The Line" will be exclusively processed by, and annexed to, the City.

(3) On or after January 1, 2006, "The Line" shall no longer have any force or effect: any annexable development any portion of which lies within the 201 shall be processed and reviewed exclusively by and annexed to the City, except for property on the Redlands which shall continue to treated in accordance with subsection (i) of this section.

(4) To the extent that property, upon annexation to the City, is excluded from the Clifton Fire Protection District ("Clifton Fire"), the City promises to pay to Clifton Fire that amount of money which would have been received by Clifton Fire by virtue of its current mill levy as applied throughout Clifton Fire which would have applied absent exclusion, subject to the ongoing requirement that Clifton Fire shall continue to provide its full services to the excluded property.

(k) Orchard Mesa.

(1) For properties south of the Colorado River and east of the Gunnison within the 201 ("Orchard Mesa"), there shall be no development nor uses approved in the area east of 30 Road, west of Highway 141 (32 Road) which are connected to the system except the already fully developed subdivision "Valle Vista." Structures lawfully existing as of the date hereof which are within 400 feet of the existing sewer service line which connects to Valle Vista may be connected to that Valle Vista sewer line.

(2) Development of any property any portion of which is west of 30 Road, on Orchard Mesa, which meets the criteria of annexable development shall only occur within the City and contemporaneous with annexation and City review and approval.

(3) The parties shall commit to a successful resolution with Orchard Mesa Sanitation District (OMSD) of resolving the OMSD debt related to construction of the Valle Vista sewer service line described above.

(l) Appleton Service Area. The Appleton service area is defined by Exhibit A of the Resolution known as MCM-98-51 (County) also known as Resolution 22-98 (City). Annexation of existing residential development is not required in order to obtain sewer service; however, annexable development within the Appleton service area shall be annexed similar to other annexable development as provided herein.

(m) Clifton. Property which is east of "The Line", south of I-70B and which is within the Clifton Sanitation Districts I or II is not annexable development under this agreement and may develop without annexation to the City.

(1998 Intergovernmental Agreement § D)

45.08.060 Enclaves.

(a) The parties agree that all property within an enclave shall be unilaterally, in accordance with the procedures provided for in the Annexation Act, annexed by the City on or before the fifth anniversary of the creation of the enclave.

(b) In an effort to eliminate duplication of services provided to the enclaves, the parties may contract with each other concerning urban services to be provided to enclaves and "flagpoles."

(c) The City and County will work toward amicable annexation of enclaves to the fullest extent possible.

(d) Until annexation of an enclave is final (i.e., all appeal periods have expired for any protest or appeal and all litigation contesting any such enclave in whole or in part is finally adjudicated following the completion of all appellate proceedings), the County shall continue to provide its ordinary services (unless otherwise agreed in writing with the City) throughout such enclave.

(e) The County agrees to complete the capital planning, expenditures and construction of improvements which are identified in the County's adopted two-year budget and in the County's adopted

two-year capital plan with respect to a portion or all of any enclave area, notwithstanding that the area, or a portion of the area, has been annexed.

(1998 Intergovernmental Agreement § E)

45.08.070 Remedies.

(a) This agreement can be amended or terminated only with the concurrence of both parties as expressed in a joint resolution passed by a majority vote of the City Council and the Board of County Commissioners respectively, except as otherwise provided herein.

(b) Each party shall have the right to enforce each and every provision hereof, using the right of specific performance or otherwise. The court shall award the prevailing party its reasonable attorney's fees and costs.

(c) If either party breaches or otherwise fails to comply with the terms and goals of this agreement, the parties agree that, upon declaration of a court of competent jurisdiction, to the fullest extent allowed by law, all of the breaching party's right, title, and interest to the system shall immediately and irrevocably vest in the nonbreaching party. The parties term this remedy "Here are the Keys."

(d) If a court of competent jurisdiction determines that the "Here are the Keys" remedy is not enforceable for whatever reason, or if, due to the actions or inactions of a third party or intervening force, either party is not able to obtain the benefit of its bargain or is not able to accomplish the goals of that party, the court shall enforce as many provisions and terms hereof as are consistent with such goals and benefits. In addition, if the City's goals and benefits are not able to be met, the City may require that no development of any kind within the 201 shall occur except upon annexation to the City.

(e) The parties desire that the agreement shall be perpetual, so long as the terms and goals of this agreement are being accomplished, and the benefits are being realized. If there comes a time that the "scope" of this agreement needs to be expanded in order to continue the City's role as the urban services provider, and other method or methods of accomplishing land use review and control by the City in urbanizing areas are necessary, or to continue the County's role as a co-manager of the system and as a policy decider of the system, the parties agree to negotiate reasonably. In the event they cannot agree, either or both may request that the court fashion such a modification of the terms hereof, based on then existing law and circumstances, as will satisfy the goals and intents of the parties and allow each to obtain the benefit of this agreement.

(1998 Intergovernmental Agreement § F)

45.08.080 Other provisions.

(a) Within one year of the effective date hereof, the parties agree to, in good faith, amend the urban growth boundary, or the 201, or both, so that such boundaries and areas are identical.

(b) The provisions of this agreement are not assignable without the specific consent of the parties, which consent may [not]* be unreasonably withheld.

(c) This document is intended to be an intergovernmental agreement (IGA), pursuant to the several powers of the parties, including but not limited to C.R.S. § 29-1-201, et seq., C.R.S. § 29-20-101, et seq., C.R.S. Title 30, especially Articles 11, 15, 20 and 28 thereof, and the statutory and home rule powers of the City. It is intended that this agreement replace the existing arrangement.

(d) The three existing contracts, between the City and Orchard Mesa Sanitation District, Central Grand Valley Sanitation District and Fruitvale Sanitation District, respectively, which districts are served by the system, shall remain unchanged by this agreement.

(e) This agreement shall not grant any status or right for person or any third party, specifically any owner of any property, to make any claim as a third party beneficiary, or for deprivation of any

right, violation of any vesting of rights, inverse or other condemnation, or other theories. The parties intend this agreement to be for their benefit only, to resolve issues between these two governments.

(f) Generally Accepted Accounting Principles ("GAAP"), as published by the Government Accounting Standards Board ("GASB"), which are standards applicable to local governments, will continue to apply to the system.

(g) (1) The parties also agree that the failure of either to implement each and every term of this agreement shall constitute a breach.

(2) Because of the severity of a declaration of a breach, a party desiring to declare a breach shall first, in writing, inform the other party of the basis for the breach, including as much detail and specificity as is possible. The other party shall have 120 calendar days to either cure the breach or to inform the other party what steps are being taken, in a reasonable time and with reasonable efforts, to cure the breach. If the one hundred twentieth day falls on a holiday or weekend, the party shall have until the following day which is not a holiday or a weekend to cure or inform. No breach shall occur without a court of competent jurisdiction having declared so.

(3) Either party may ask for direction from the court, in the form of a declaratory judgment, in anticipation of a breach argument being made by the other party.

(h) The City as operator and manager will acquire and own any and all new and/or additional real and/or personal property or property interest only under the name and style of "the City of Grand Junction, Colorado, for the benefit of the Persigo 201 sewer system."

(i) The City shall manage, operate, and maintain the system for the benefit of the current and future users of sewer service in the Persigo 201, according to sound utility practices and principles and, except as otherwise provided herein, without regard to whether or not current and future users of sewer service in the Persigo 201 are located within or without the boundaries of the City.

(j) Other matters, decisions and issues which have been decided by the City, acting as manager, shall continue to be decided by the City, unless included in the definition of policy provided in this agreement. For example: the City may, as the manager, accept a bid which is within budget, without obtaining any further approval from the Council or the Board of County Commissioners; the City, acting as the manager, has complete authority, subject to policy direction as provided for herein; all system employees who operate and manage the system will continue under the City's personnel, pay and benefit system; matters of insurance, employee discipline, benefits, and similar questions, shall continue to be determined by the City.

(k) Policy decisions and guidance shall be provided at joint meetings which shall occur at least annually. At least one of these meetings shall occur before July of each year so that any policy decisions (including changes to the boundaries of the 201) may be implemented by the City in the proposed budget for the joint system for the subsequent year. The City shall inform each special district of proposed rates for the subsequent year by September 1st of each year so that each district has reasonable advance information upon which to base its own budget projections.

(l) Rate studies shall be made by outside consultants at least every five years, or more often at the joint request of the City and County.

(m) Since attorneys for both parties may, from time to time, give legal advice to either or both parties regarding policy directives, management, operation, and/or maintenance of the system, neither party shall assert against the other any attorney-client privilege with regard to any communication involving either party and either party's attorney, which communication occurred prior to the giving and receiving of written notice of a disagreement pursuant to this agreement.

(n) Except as provided in GJMC 45.08.050(b), with regard to property outside of the 201 or the UGA, this agreement shall in no way limit or expand the existing powers of the City.

(o) In any zoning or other land use decision undertaken by the City, those persons who own property which is within the area of the City's standard notification and which is not within the City's limits

shall be entitled to the same rights of appeal and participation in the land use review process as City residents.

(p) The parties agree to the definitions as shown in GJMC 45.08.020.

(1998 Intergovernmental Agreement § G)

*Code reviser's note: The bracketed "not" has been added for clarification and is not part of the original intergovernmental agreement document.

45.08.090 Rules of construction.

(a) If a term or the application of this agreement is ambiguous or cannot otherwise be determined, these rules, in the order presented, shall guide resolution of the question:

(1) Annexation of the property to the City should be accomplished;

(2) Sewer service to all properties within the 201 shall be provided;

(3) The other terms and provisions hereof shall be implemented.

(b) The goals and community values as referred to herein are properly used to construe this agreement.

(c) In the event there exists a conflict between the body of this agreement and any exhibit to this agreement, the body of this agreement shall prevail.

(d) If a conflict exists between this agreement and any other document executed or adopted by either party and necessary to and associated with operation of the system, this agreement shall prevail, except as otherwise provided for herein.

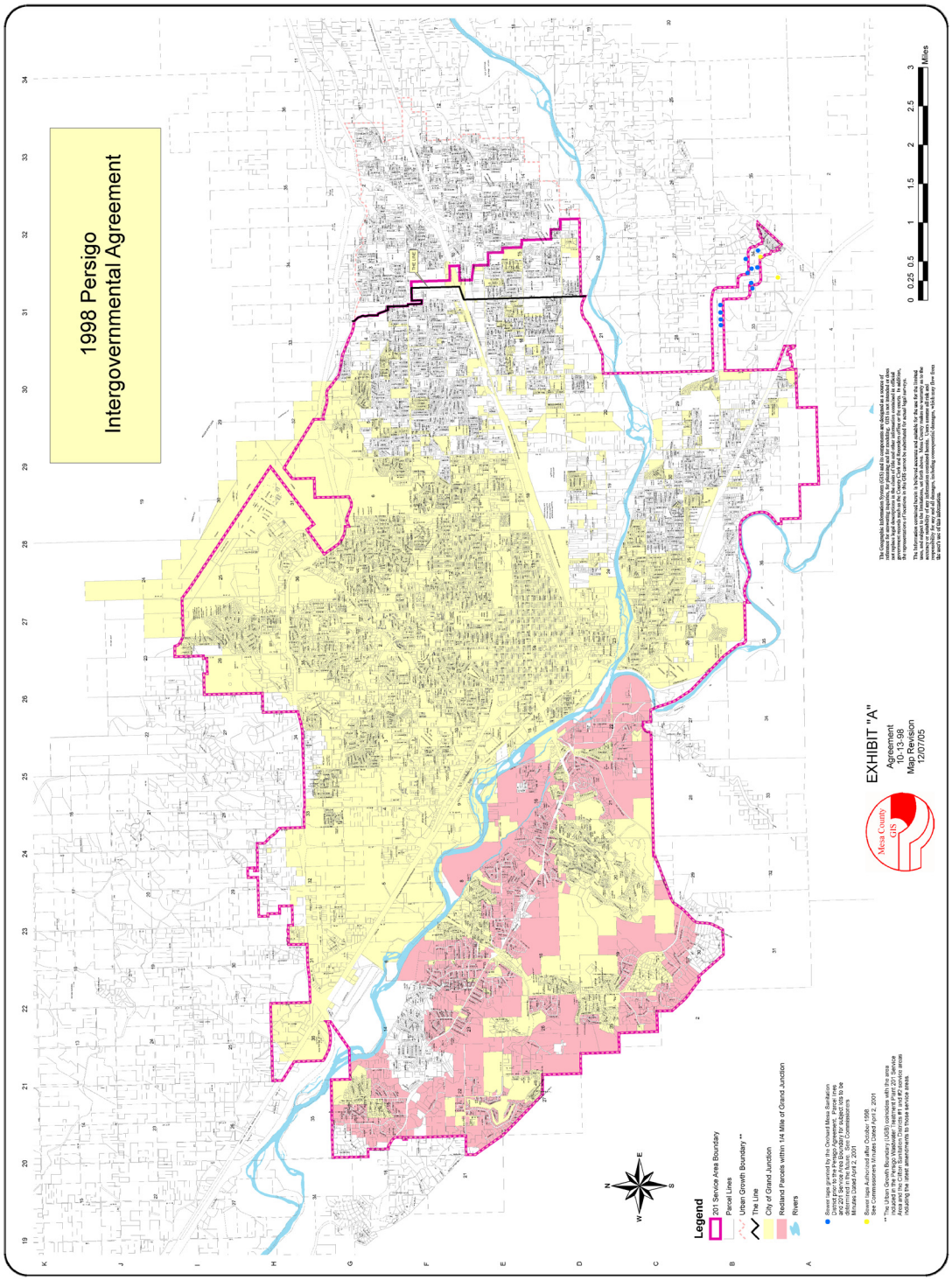
(e) This agreement is not intended to be and shall not be interpreted to be in derogation of any rights of the trustee or the bondholders pursuant to Mesa County Resolution No. MCM 92-160 (Series 1992).

(f) In the event this agreement is deemed to be ambiguous or vague, the parties agree that the rule that 'ambiguities shall be construed against the drafter,' or similar rules of construction, shall not apply because this agreement is a result of mutual negotiation and drafting.

(1998 Intergovernmental Agreement § H)

45.08.100 Service area boundaries.

See map on following page.



(1998 Intergovernmental Agreement Exh. A)

Chapter 45.12

CENTRAL GRAND VALLEY SANITATION DISTRICT, ORCHARD MESA SANITATION DISTRICT, MESA COUNTY INTERGOVERNMENTAL AGREEMENT

Sections:

45.12.010 Agreement date.
45.12.020 Recitals.
45.12.030 Joint Persigo sewer system agreement.
45.12.040 CGVSD lines and fixtures.
45.12.050 OMSD lines and fixtures.
45.12.060 Construction standards.
45.12.070 City lines and fixtures.
45.12.080 Acceptance of effluent for treatment.
45.12.090 Rates for treatment.
45.12.100 Additional District charges.
45.12.110 Plant investment fee.
45.12.120 Operation of District lines.
45.12.130 Pretreatment.
45.12.140 Participation in joint funds.
45.12.150 Provisions relating specifically to CGVSD.
45.12.160 Provisions relating specifically to OMSD.
45.12.170 Dissolution of Orchard Mesa/TSA.
45.12.180 Dissolution of Central Grand Valley Sanitation District.
45.12.190 Limitation of liability.
45.12.200 Term of agreement.
45.12.210 Termination/enforcement/remedies.
45.12.220 Sewer regulations incorporated by reference.
45.12.230 Effective date.

Cross-reference – Chapter 45.08 GJMC.

45.12.010 Agreement date.

This agreement is entered into effective the eighth day of March, 2004, by and among the Central Grand Valley Sanitation District ("CGVSD"), the Orchard Mesa Sanitation District ("OMSD"), Mesa County ("County") and the City of Grand Junction ("City"). The two districts may be referred to jointly in this agreement as the "Districts."

(2004 Intergovernmental Agreement (MCA 2004-028))

45.12.020 Recitals.

(a) On November 4, 1970, CGVSD entered into an agreement ("CGVSD agreement") for the construction of sanitary sewer lines within the boundaries of that District and for the treatment of such effluent by the City of Grand Junction. The CGVSD agreement has been modified on several occasions.

(b) On November 19, 1975, OMSD entered into an agreement ("OMSD agreement") for the construction of sanitary sewer lines within the boundaries of that District and for the treatment of such effluent by the City of Grand Junction. The OMSD agreement has been modified on several occasions.

(c) The parties now desire to enter into this new intergovernmental agreement which will (except as otherwise specifically provided herein) supersede the CGVSD agreement, as modified, and the OMSD agreement, as modified. This intergovernmental agreement will govern the relationship of the parties from and after the effective date of this agreement.

Now, therefore, in consideration of the recitals above and the covenants below, the parties agree as follows in this chapter.

(2004 Intergovernmental Agreement (MCA 2004-028))

45.12.030 Joint Persigo sewer system agreement.

The City and Mesa County have entered into a joint policy making agreement for the Persigo sewer system signed October 13, 1998 ("Persigo agreement"). The parties acknowledge that the Persigo agreement controls the relationship between the City and the County regarding the operation, management and control of the Persigo sewer system as that system is defined in the Persigo agreement. Nothing in this intergovernmental agreement is intended to modify or supersede the Persigo agreement and if a conflict exists, then the provisions of the Persigo agreement will prevail.

(2004 Intergovernmental Agreement (MCA 2004-028) § 1)

45.12.040 CGVSD lines and fixtures.

CGVSD has constructed and currently owns, operates and maintains approximately 95 miles of lines, most of which are located within its boundaries. In addition to all lines within its boundaries, CGVSD owns discharge lines that carry effluent from the District to City lines. Those discharge lines are commonly referred to as the 29 Road and the 29 3/8 Road lines. CGVSD currently serves several out-of-District customers through a verbal understanding with Fruitvale Sanitation District. In addition, certain properties in WestPark Subdivision and Eastbury Subdivision are within the CGVSD boundaries but are serviced by Fruitvale Sanitation District. All properties within the District boundaries are also within the Persigo system 201 service area ("201 service area"). Except as otherwise provided herein and by the terms of the total service agreement ("TSA"), Chapter 45.16 GJMC, which is incorporated herein by this reference, CGVSD will continue to own, operate and maintain all of its current lines and will own any lines that are constructed in the future by the District, whether located within or outside of the District boundaries. All such lines and any facilities attached to or used in connection with such lines (including lift stations) are referred to in this agreement as the "CGVSD lines."

(2004 Intergovernmental Agreement (MCA 2004-028) § 2)

45.12.050 OMSD lines and fixtures.

OMSD has constructed and currently owns, operates and maintains approximately 46 miles of lines, most of which are located within its boundaries. In addition to all lines within its boundaries, OMSD owns the B Road Line which services the Valle Vista subdivision and certain other properties between that subdivision and the District boundaries. The District also owns certain major lateral lines that carry effluent from the District and discharge the effluent to City lines. All properties serviced by OMSD are also within the 201 service area. Except as otherwise provided for herein or by the terms of the TSA, OMSD will continue to own, operate and maintain all of its current lines and will own any lines which are constructed in the future by the District and which connect to OMSD lines or which are located within the OMSD boundaries. All such lines and any facilities attached to or used in connection with such lines (including lift stations) are referred to in this agreement as the "OMSD lines."

(2004 Intergovernmental Agreement (MCA 2004-028) § 3)

45.12.060 Construction standards.

OMSD is responsible for the proper construction and maintenance of all of the OMSD lines and CGVSD is responsible for the proper construction and maintenance of all of the CGVSD lines. All such construction shall comply with all rules and regulations of each respective District and with all local, County and State laws and regulations. In addition, such construction shall at a minimum meet the standard construc-

tion specifications as adopted from time to time by the City. The Districts' standards may exceed those of the City.

(2004 Intergovernmental Agreement (MCA 2004-028) § 4)

45.12.070 City lines and fixtures.

All sanitary sewer lines, and any facilities attached to or used in connection with such lines (including lift stations) which are not CGVSD lines or OMSD lines (and excluding any lines which belong to the Fruitvale Sanitation District) will be referred to in this agreement as the "City lines." The Districts acknowledge that they do not have any ownership interest in such City lines and the City lines are under the control of the City, either by virtue of actual ownership or by virtue of agreements with other parties. The City is responsible for the maintenance of the City lines.

(2004 Intergovernmental Agreement (MCA 2004-028) § 5)

45.12.080 Acceptance of effluent for treatment.

The Districts will continue to discharge their effluent into the City lines at the currently existing locations. If additional discharge points are required in the future, then the City will negotiate with the respective District regarding the terms and locations of such additional discharge points. In addition, the City will continue to treat all District effluent at the Persigo plant.

(2004 Intergovernmental Agreement (MCA 2004-028) § 6)

45.12.090 Rates for treatment.

All rates for treatment and for maintenance and operation of all parts of the Persigo system, except for the OMSD lines and the CGVSD lines, shall be established pursuant to the Persigo agreement and shall be assessed uniformly to all users of the Persigo system, including District users ("Persigo rate"). Effective as of January 1, 2004, and as of the date of the signing of this agreement, the Persigo rate is $13.23 each month for one EQU. For purposes of determining the charges to be paid by the Districts' customers, the Persigo rate shall be reduced by 27.2 percent for all District customers; this number will be referred to as the "District rate." The District rate as of the date of the signing of this agreement is $9.63 for one EQU. "EQU" is defined by the City's code. When the City changes the Persigo rate from time to time, the District rate shall be adjusted to continue to be equal to 72.8 percent of the Persigo rate.

(2004 Intergovernmental Agreement (MCA 2004-028) § 7)

45.12.100 Additional District charges.

In addition to the District rate, each District may assess or charge such additional amounts to its customers as may be determined from time to time by the Board of each District; provided, however, from and after the date of this agreement each District shall assess or charge monthly service fees to its customers (including the District rate) which equals or exceeds the Persigo rate. Each District may establish its own procedures for setting rates, fees, tolls and charges to be assessed against its customers for services. In addition, each District may incur such debt, enter into such contracts and establish such ad valorem taxes as each Board may determine is needed or proper for the administration of its services.

(2004 Intergovernmental Agreement (MCA 2004-028) § 8)

45.12.110 Plant investment fee.

(a) In addition to the Persigo rate, the City, pursuant to the Persigo agreement, shall continue to assess to and require the payment of a plant investment fee ("PIF") to each new tap into the Persigo system. This PIF shall be charged by each District for new taps into the District system. Such PIF shall be uniform throughout the Persigo system and shall be paid at the time of physical connection to either the Districts' systems or the Persigo system ("tap"). In addition to the City PIF, each District may establish its own tap fee or system development charge in such amounts and payable under such

terms as determined by each District's respective Board. All such fees or system development charges assessed by the Districts shall be retained by the respective District and shall be used in accordance with the rules and regulations of such District.

(b) Each District shall require that each new customer of such District, and with respect to each new tap into the District's or the Persigo system, shall pay to and be assessed by the City the then current PIF, in addition to any other lawful charges assessed or charged by the City as manager of the Persigo system.

(2004 Intergovernmental Agreement (MCA 2004-028) § 9)

45.12.120 Operation of District lines.

(a) Except as provided in the TSA, each District shall be responsible for the operation, maintenance and control of its respective lines. Each District shall monitor its lines to locate areas of inflow and/or infiltration ("I & I") into the respective District lines and shall take such steps and make such capital expenditures as are reasonably required to reduce such I & I. All costs for the operation, maintenance and capital expenditures of the District lines will be paid by the respective District, except as provided in the TSA.

(b) In addition, each District shall police its own lines to minimize the discharge of substances which may be detrimental to the treatment process employed at the Persigo plant, including oils, acids or other such materials. Each District shall continue to enforce and abide by the City's and U.S. E.P.A.'s pretreatment rules and regulations. The City may perform such inspections of the District lines as it deems appropriate to fulfill its duties and responsibilities, including identification and location of any source of any illegal or other discharges into the Persigo system that could cause an "upset" or which violates any permit or other City requirement.

(2004 Intergovernmental Agreement (MCA 2004-028) § 10)

45.12.130 Pretreatment.

(a) The Districts shall continue to delegate to the City, and the City hereby accepts such continued delegation, the administrative, managerial and enforcement authority concerning pretreatment programs as applied to industrial and other users of the Persigo system. The City shall continue to act as the agent for each District in pretreatment matters to the extent necessary to allow regulatory and health-related control by the City over industrial and nonresidential users within each respective District. It is the intent of the parties that the City shall continue to exercise such pretreatment authority throughout the Persigo sewer system as may be reasonably required to comply with all federal and State grant and discharge permit requirements applicable to the Persigo sewer system.

(b) As the manager of the Persigo system, the City agrees to hold the Districts harmless from any and all liability whatsoever which may result either directly or indirectly from the City's acts or omissions arising from or related to the administrative, managerial or enforcement authority concerning pretreatment programs.

(c) The City may pay any costs, expenses, penalties or fines, whether administrative or otherwise, from the revenues and assets of the Persigo system without having to adjust for revenues or assets derived directly or indirectly from the Districts.

(2004 Intergovernmental Agreement (MCA 2004-028) § 11)

45.12.140 Participation in joint funds.

The City shall continue to collect the District rate from the District customers. The parties have determined that a portion of the District rate that is collected by the City should be returned to each respective District under the following provisions:

(a) Unrestricted Capital Funds. In each fiscal year for the City, beginning in 2004, the City shall propose a budget item to the City Council and Board of County Commissioners (acting jointly as "co-owners") in the amount of $154,070 which shall be referred to as the "unrestricted capital funds."

(1) Of said $154,070, on or before March 1st of each calendar year, beginning with the 2004 calendar year, and through the 2012 calendar year, the City will pay to CGVSD the sum of $110,670.

(2) Similarly, on or before March 1st of each calendar year, beginning with the 2004 calendar year, and finishing on or before March 1, 2015, the City will pay to OMSD the sum of $43,400.

(3) The Districts will be entitled to rely on the amount of such distributions in the preparation of their annual budgets, subject only to the final appropriations decision of the co-owners of the Persigo system.

(4) Unrestricted capital funds shall only be used for repairs to existing capital systems or for capital improvements of the respective District lines. Permissible capital improvements shall not include the construction of new line extensions that shall continue to be solely funded by developers under each District's rules and regulations that exist as of the date of this agreement.

(5) If unrestricted capital funds are not spent within the two calendar years following the year of distribution, the City may withhold the future distribution of unrestricted capital funds until such time as the City is assured that previously distributed unrestricted capital funds have been used only in accordance with this section and as otherwise provided in this agreement.

(b) Restricted Capital Funds. In addition to the unrestricted capital funds, in each City fiscal year beginning in 2004, the City shall propose a budget item to the co-owners in the amount of $200,930 (referred to as the "restricted capital funds"), which, if approved, shall be distributed to the Districts as described in this subsection (b).

(1) CGVSD shall receive an amount not to exceed $144,330 annually to be paid on or before March 1st beginning on or before March 1, 2004, and continuing through March 1, 2012.

(2) Similarly, OMSD shall be entitled to receive an amount not to exceed $56,600 annually to be paid on or before March 1st beginning on or before March 1, 2004, and continuing through March 1, 2012.

(3) In order to receive such annual restricted capital funds, each District hereby warrants and promises to expend the funds only on capital improvements to the existing District lines or in the construction of new or replacement collector lines that are not funded by developers under the line extension policy of each District as such policies exist as of the date of this agreement.

(4) In addition, each District shall match District funds dollar-for-dollar with the restricted capital funds. The matching District funds shall not include amounts received through the unrestricted capital fund distributions.

(5) Each District shall submit to the City by August 1st of each year (beginning in 2004) its plans for capital improvements to be funded with the restricted capital funds. Such plans may be for any number of future years. If the District plan includes capital improvements as described in this agreement to increase capacity, replace aging lines, construct new or replacement collector lines that are not funded by developers, maintain or repair existing lines or to reduce or cure inflow and infiltration, then the City shall disburse to such District its share of the restricted capital funds up to the allocated amount.

(6) The District is not required to spend all of the restricted capital funds in the year received; restricted capital funds may be accrued for up to three years following the year of distribution for the funding of capital projects.

(7) Such funds shall be accounted for separately in the District's accounting and records. The District will maintain and submit such records as the City may reasonably require to reflect the proper use or aggregation of such funds. If upon the eventual dissolution of each District (as described below) any funds remain in the restricted capital fund account, then any plan of dissolution shall show a return to the City of such unused funds unless the City otherwise consents in writing to the funds being used for capital improvements.

(2004 Intergovernmental Agreement (MCA 2004-028) § 12)

45.12.150 Provisions relating specifically to CGVSD.

The provisions of this section shall apply only to CGVSD.

(a) Customer Billing. The City shall continue to bill all District customers on a monthly basis. Included in the billing is the monthly District rate and the additional District charges. The District shall continue to be responsible for the collection of all delinquent accounts. The City shall continue to provide to the District on a monthly basis information on delinquent accounts.

(b) Emergency Call Outs. The District and the City currently have a separate agreement for emergency call out services. The terms of that separate agreement shall remain in effect and may be modified from time to time as provided in that agreement.

(c) Line Cleaning. The District is responsible for cleaning and televising its own lines and for paying the costs thereof.

(2004 Intergovernmental Agreement (MCA 2004-028) § 13)

45.12.160 Provisions relating specifically to OMSD.

The provisions of this section shall apply only to OMSD.

(a) Customer Billing. The District shall continue to be responsible for billing its customers for all monthly sewer charges, including District rate charges and City rate charges.

(1) The City shall continue to send to the District a single bill for all sewer charges payable to the City for customers serviced by the District based on the City's standard EQU calculation. The bill is to be received by the District by the fifteenth of each month and the District shall pay the bill to the City by the last business day of each month. If not paid by the last business day of the month, the bill shall be delinquent and shall accrue interest at the rate of nine percent per annum until paid. It will be the sole responsibility of the District to bill its customers.

(2) The City shall not send bills to any of the individual customers of the District, except for industrial and similar nonresidential pretreatment charges. If there are any customers within the District that require pretreatment, all pretreatment charges shall be billed separately by the City.

(3) The amount to be billed and collected by OMSD for its single-family customers shall be the District rate less eight percent, which represents the savings to the City in customer billing costs. OMSD customers other than single-family residents shall continue to be charged at the District rate for such customers less the per customer reduction for the billing charge at the rate calculated for single-family residents. The reduction effective January 1, 2004, is $0.77.

(b) Customer List. At least once each calendar year, the District shall provide to the City, at no cost to the City, the District's current customer and address list.

(c) New Connects and Disconnects. Each month the District will provide to the City a list of new connects and disconnects.

(d) Emergency Call Outs. The District and the City currently have a separate agreement for emergency call out services. The terms of that separate agreement shall remain in effect and may be modified from time to time as provided in that agreement.

(e) Line Cleaning. The District is responsible for cleaning and televising its own lines and for paying the costs thereof.

(f) District System Expansion.

(1) All of the area serviced by OMSD is within the 201 service area. No future amendment of the 201 boundary on Orchard Mesa between 30 Road and 32 Road shall be permitted without the express approval of the City, the County and OMSD.

(2) The District shall not allow the connection to any District line or any City line with regard to any property on Orchard Mesa east of 30 Road except those properties the owner of which holds a paper tap issued by the District in exchange for granting easements for the construction of the Valle Vista line extension; each of such properties is listed by parcel number on Exhibit "B" at the end of this section.

(3) Prior to construction, the District shall submit to the City all plans for extensions or enlargements of any District line for engineering review and to determine if the terms of this agreement, and the Persigo agreement, are being complied with. If the design meets City engineering standards and applicable regulations and agreements, the City shall approve the submittal within 10 City working days; if the City issues its approval, no further concurrence from the City shall be required. If the City does not respond to a submittal within said 10 working days, concurrence shall be presumed.

Exhibit B
List of Properties Pursuant to GJMC 45.12.160(f)(2)

Paper taps have been issued to the following properties. These taps stay with the property. For parcel #2943-331-00-087, if this property is divided into different parcels, then taps for up to four parcels may be issued.

# of Taps	Address	Parcel Number	Current Owner
4	155 31 Road	2943-331-00-087	Rooks
1	3124 A1/2 Rd.	2943-342-00-076	Peale
1	3130 A1/2 Rd	2943-342-00-104	Traudt
1	3094 C. Rd	2943-214-00-065	A & G Partnership LLP

(2004 Intergovernmental Agreement (MCA 2004-028) § 14)

45.12.170 Dissolution of Orchard Mesa/TSA.

On or before the general election to be held in November of 2015, the Board of Directors of OMSD shall take such steps as are required by statute to take to the voters of the District a plan and proposal to dissolve the District.

(a) In preparation for such vote, the OMSD Board shall pass a resolution endorsing such dissolution and shall recommend to its qualified electors that the plan be adopted and that the electors vote in favor of the dissolution.

(b) The District's plan of dissolution shall call for the transfer of all District lines and sewer related assets (including sewer lines, lift stations, taps, fittings, records, video tapes, easements and rights-of-way) to the City of Grand Junction, Colorado, for the benefit of the Persigo 201 sewer system, free and clear of any liens or encumbrances, and without cost or expense to the City.

(c) The plan shall call for the final dissolution of the District and the transfer of all District lines and the District's sewer related assets to the City within one year of the date of the election.

(d) If the election is unsuccessful, the TSA, Chapter 45.20 GJMC, shall become effective as of the following June 1st. In addition, the Board shall forthwith after the November 2015 election ratify and approve the TSA, without changes.

(e) The conduct of the affairs of the District from and after the failure of the election shall be consistent with the intent of the parties to transfer effective control to the City, as provided in the TSA.

(f) In any plan of dissolution to be voted upon by the qualified electors of the District, the plan shall provide for the distribution of cash reserves under the following guidelines: the Board may elect to waive all or part of the monthly sewer service charges to its customers for a period of up to six months, and to use the cash reserves to pay for all costs of the operation of the district (including payments of the Persigo rate to the City). After completion of the dissolution, any remaining cash reserves shall be accounted for separately by the City and spent exclusively on capital improvements to the district system.

(2004 Intergovernmental Agreement (MCA 2004-028) § 15)

45.12.180 Dissolution of Central Grand Valley Sanitation District.

On or before the general election to be held in November of 2012, the Board of Directors of CGVSD shall take such steps as are required by statute to take to the voters of the District the Board's plan and proposal to dissolve the District.

(a) In preparation for such vote, the CGVSD Board shall pass a resolution endorsing such dissolution and shall recommend to its qualified electors that the plan be adopted and that the electors vote in favor of the dissolution.

(b) The District's plan of dissolution shall call for the transfer of all District lines and sewer related assets (including sewer lines, lift stations, taps, fittings, records, video tapes, easements and rights-of-way) to the City of Grand Junction, Colorado, for the benefit of the Persigo 201 sewer system, free and clear of any liens or encumbrances, and without cost or expense to the City.

(c) The plan shall call for the final dissolution of the District and the transfer of all District lines and the District's sewer related assets to the City within six months of the date of the election or when the TSA is effective, whichever is sooner.

(d) If the election is unsuccessful, the Directors shall again endorse and refer the question of dissolution to its voters within 25 months of the date of the first such vote. If the second election is also unsuccessful, the TSA, Chapter 45.16 GJMC shall become effective as of the next June 1st. In addition, the Board shall forthwith ratify and approve the TSA.

(e) The conduct of the affairs of the District from and after the failure of the second election shall be consistent with the intent of the parties to transfer effective control to the City, as provided in the TSA.

(f) In any plan of dissolution to be voted upon by the qualified electors of the District, the plan shall provide for the distribution of cash reserves under the following guidelines: the Board may elect to waive all or part of the monthly sewer service charges to its customers for a period of up to six months, and to use the cash reserves to pay for all costs of the operation of the district (including payments of the Persigo rate to the City). After completion of the dissolution, any remaining cash reserves shall be accounted for separately by the City and spent exclusively on capital improvements to the district system.

(2004 Intergovernmental Agreement (MCA 2004-028) § 16)

45.12.190 Limitation of liability.

No party shall be liable to any other party for any damages for failure to deliver or receive sanitary sewer discharges if such failure is due to war or civil strife, broken lines, accidents, fires, strikes, lockouts or

other such occurrences beyond the reasonable control of such entity. Nothing in this agreement is intended to waive any of the rights and privileges of the Colorado Governmental Immunity Act.

(2004 Intergovernmental Agreement (MCA 2004-028) § 17)

45.12.200 Term of agreement.

This agreement shall continue with respect to each District until the respective District is dissolved.

(2004 Intergovernmental Agreement (MCA 2004-028) § 18)

45.12.210 Termination/enforcement/remedies.

(a) This agreement may be enforced by either party through a suit for specific performance or for damages or for both. The prevailing party in any such proceeding may be awarded attorney fees and costs at the discretion of the Court.

(b) Upon the giving of 30 days' written notice and the failure of the receiving party to comply with each and every term hereof, or with other applicable laws or regulations, the party giving the notice may terminate this agreement with a subsequent writing given within 60 days of the initial notice. The remedy of termination is cumulative to other remedies of the parties, including the remedies described above.

(c) The failure of the City/County Joint Persigo Board to make the payments to each District as required herein shall be deemed a default and upon proper notice and right to cure as provided in subsection (b) of this section, each District may elect to terminate this agreement.

(2004 Intergovernmental Agreement (MCA 2004-028) § 19)

45.12.220 Sewer regulations incorporated by reference.

The terms and provisions of the City's code, the sewer regulations, as both are amended from time to time, are incorporated herein by this reference as though fully set forth herein.

(2004 Intergovernmental Agreement (MCA 2004-028) § 20)

45.12.230 Effective date.

This agreement shall become effective upon approval of the City Council, the County Commissioners and the Boards of Directors of each District.

(2004 Intergovernmental Agreement (MCA 2004-028) § 21)

Chapter 45.16

CENTRAL GRAND VALLEY SANITATION DISTRICT TOTAL SERVICE AGREEMENT

Sections:

45.16.010 Generally.
45.16.020 Definitions.
45.16.030 Complete wastewater service.
45.16.040 Maintenance.
45.16.050 Authority.
45.16.060 Sewer taps.
45.16.070 Enforcement – Service disconnection.
45.16.080 Rules and regulations.
45.16.090 Public rights-of-way – Easement acquisition.
45.16.100 Expansion of contract service area.
45.16.110 Refusal to accept wastewater flows.
45.16.120 Clean Water Act compliance.
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45.16.250 City exercise of rights.
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45.16.290 Interpretation.
45.16.300 Express or implied covenants.
45.16.310 Representations inducing entering into agreement.
45.16.320 Superseding of prior agreements.

Cross-reference – Chapter 45.08 GJMC.

45.16.010 Generally.

This agreement is made and entered into as of the eighth day of March, 2004, by and among the City of Grand Junction, State of Colorado (the "City"), as manager and operator of the wastewater collection, transmission and treatment system more fully described below (the "joint system"), the County of Mesa (the "County") as a participant in the joint system with the City, and the Central Grand Valley Sanitation District, Mesa County, Colorado, a quasi-municipal corporation and political subdivision of the State of Colorado ("District").

(a) Whereas, each party is authorized by law to furnish sanitary sewer services and has the means to perform the same; and

(b) Whereas, each party is authorized by the provisions of Article XIV, Section 18, Colorado Constitution, and C.R.S. § 29-1-201, et seq., to enter into contracts with other local governments for the performance of functions which it is authorized by law to perform on its own; and

(c) Whereas, the City and the County, have, pursuant to that agreement dated October 13, 1998 (the "system agreement"), established the joint system in order to provide for the collection, transmission and treatment of wastewater from and within an extensive area described in the system agreement as the "Persigo area"; and

(d) Whereas, the District is located within the Persigo area and has utilized the joint system to transmit wastewater flows from its system to the joint system treatment works for treatment but has prior to the date of this agreement owned, operated and maintained the collection and transmission system within its legal boundaries; and

(e) Whereas, the District now desires to contract with the City as the manager and operator of the joint system for complete wastewater services as set forth in this agreement;

Now, therefore, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and among the parties as follows in this chapter.

(2004 Intergovernmental Agreement (MCA 2004-029))

45.16.020 Definitions.

For the purposes of this agreement, the following terms shall have the following meanings:

City shall mean the City of Grand Junction, in its capacity as manager and operator of the joint system, and any authorized person or entity acting on its behalf in such capacity. Pursuant to the system agreement, when reference is made to the City as owner of, or owning, pipes and related facilities that are components of the joint system, the parties acknowledge that the City accepts and holds title to pipes and related facilities of the joint system in the name and style of "the City of Grand Junction, Colorado, for the benefit of the Persigo 201 sewer system."

Collection system shall refer to the pipes and related appurtenances for the collection and transmission of wastewater within the District's contract service area. In general, the collection system will be owned by the City for the benefit of the Persigo 201 sewer system, but certain facilities in place prior to the City's provision of wastewater service pursuant to this agreement shall be owned by the District under the terms of this agreement.

Contract service area shall mean the presently existing legal boundaries of the District together with any amendments to those boundaries within the Persigo area accomplished in accordance with the terms and provisions of this agreement.

District shall refer to the Central Grand Valley Sanitation District and any authorized representative thereof.

Joint system shall have the same definition as contained in the Persigo contract.

Persigo area shall mean the outer geographical boundaries of the 201 service area as contemplated and defined in the system agreements, which the joint system serves.

Rules and regulations shall mean the operating rules and design standards promulgated by the City to govern the design, construction, operation, maintenance and use of the joint system, including the rates, fees, tolls and charges imposed from time to time, including future modifications thereto.

Sewer tap shall mean a physical connection to the collection system which effects wastewater service to the connected premises.

(2004 Intergovernmental Agreement (MCA 2004-029) § 1)

45.16.030 Complete wastewater service.

The City shall furnish all service necessary to effect full and complete sanitary sewer service to all lands within the District's contract service area, including the full development and any redevelopment of any and all such lands in accordance with applicable law.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.1)

45.16.040 Maintenance.

Wastewater service furnished by the City under this agreement shall be provided in a manner uniform and consistent with that provided to customers throughout the Persigo area. To the extent the City determines that maintenance of the collection system is necessary to the furnishing of wastewater service under this agreement, the City agrees to maintain or replace all portions of the collection system it owns or which come under its dominion. The City agrees to construct, maintain, replace and keep inventory of such additional physical facilities as the City deems necessary.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.2)

45.16.050 Authority.

The District represents that it has authority to use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon or otherwise dispose of the pipes and other facilities, including pump stations, for providing wastewater service to users within its contract service area, and grants to the City all such authority deemed necessary by the City to perform its obligations under this agreement. The District hereby delegates to the City, and the City hereby accepts administrative, managerial and enforcement authority concerning the District pretreatment program as applied to industrial users of the joint system. The City will act as the District's agent in pretreatment matters to the extent necessary to allow direct regulatory and health-related control by the City over industrial users within the District. All additions to the collection system installed or replaced by the City within the District's contract service area shall be owned by the City. The District shall not exercise any dominion over any of its wastewater facilities that is in any way inconsistent with the exercise or performance by the City of its rights and obligations.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.3)

45.16.060 Sewer taps.

The City shall not make any sewer tap within the contract service area or issue any approval or license for attachment to the collection system within the contract service area except upon written authorization of the District. Upon receipt of written authorization by the District, the City shall make the necessary taps in the regular course of its business. The District shall be fully liable to the City for unreported connections, including payment of all charges thereon. No new sewer taps may be made to the collection system which would impair the capacity of the joint system to furnish wastewater service in accordance with the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.4)

45.16.070 Enforcement – Service disconnection.

Each of the parties to this agreement recognizes in the other the right to enforce its rules and the terms of this agreement by interrupting or disconnecting wastewater flows from the premises of those who violate the rules of either party or this agreement. Neither party shall interfere with the other in the enforcement of its rules or this agreement. Neither party shall restore any service connection after the same has been interrupted or disconnected by the other in the course of enforcing its rules or the terms of this agreement, except upon written authority of the party causing the interruption or disconnection of service. Each party agrees to provide oral or written notice to the other prior to interrupting or disconnecting any service con-

nection, except when disconnection is made by either solely for reason of delinquency in payment for charges or to prevent an immediate threat to public health or safety.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.5)

45.16.080 Rules and regulations.

Wastewater service furnished under this agreement shall be governed by the rules and regulations and the system agreements. Future amendments or modifications to the rules and regulations shall be binding on the District unless the District objects thereto in writing within 30 days after the adoption of such amendment or modification and the Board of County Commissioners and the City Council, acting jointly pursuant to the system agreements, determine to repeal or reject the proposed amendment(s) and/or modification(s). The rules and regulations shall be applied uniformly and equitably throughout the Persigo area. The City may require the installation of additional wastewater service facilities at the expense of the customer requiring service in accordance with the rules and regulations. The District retains the full right to make and enforce rules, not inconsistent with the rules and regulations, to govern use of the collection system use within its contract service area. The District agrees to exercise its rule-making, fee-setting and other powers to assist the City in enforcing the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.6)

45.16.090 Public rights-of-way – Easement acquisition.

The District warrants that all portions of the collection system it owns or controls are in public rights-of-way or easements it now owns, that its rights-of-way and easements are free and clear of all liens and encumbrances, and that title to all such rights-of-way and easements is adequately granted or dedicated to or vested in District in documents recorded in the real property records of the Mesa County Clerk and Recorder. Where a portion of the collection system owned or controlled by the District is located on private property, or the District's easement is insufficient in size, the District agrees to acquire at its expense such easements as may be reasonably required by the City.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.7)

45.16.100 Expansion of contract service area.

The District may not expand its contract service area without the express written approval of the City, in its unfettered discretion.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.8)

45.16.110 Refusal to accept wastewater flows.

The City reserves the right to refuse to accept wastewater flows from any premises when the same would impose unreasonable risk of a health hazard or other harm to the joint system.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.9)

45.16.120 Clean Water Act compliance.

The wastewater service to be furnished by the City shall comply with the federal Clean Water Act and any and all other applicable regulations.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.10)

45.16.130 Disconnection from joint system.

The damage to the joint system if the District disconnects from the joint system shall be not less than the reproduction cost of any of the joint system's facilities which are rendered useless by such disconnection and which must be replaced in order to serve customers outside the contract service area. The District

agrees to pay the damages described in this section immediately upon the occurrence of such disconnection.

(2004 Intergovernmental Agreement (MCA 2004-029) § 2.11)

45.16.140 Rates and charges – Collection.

For the wastewater services provided by the joint system, the City shall be paid by the users within the District's contract service area the rates, fees, tolls and charges calculated in accordance with the system agreements, which shall be the same as all such rates and charges imposed and collected generally throughout the Persigo area. Methods of collection and schedules of charges shall be applied uniformly among similar users throughout the Persigo area. In addition to any other rate or charge herein provided, the District shall pay or cause to be paid all applicable plant investment fees, and such other rates, tolls, charges or combinations thereof as the City may, from time to time, in the exercise of its lawful authority and pursuant to the system agreements impose.

(2004 Intergovernmental Agreement (MCA 2004-029) § 3.1)

45.16.150 Rates and charges – Established.

Rates for wastewater service shall be established by the joint action of the City Council and the Board of County Commissioners, pursuant to the system agreements.

(2004 Intergovernmental Agreement (MCA 2004-029) § 3.2)

45.16.160 Joint system fees and charges.

The District grants and delegates to the City all of the District's power and authority deemed necessary by the City to impose and collect the joint system's fees and charges, including charges for sewer taps and other purposes within the contract service area. This section shall not be construed to limit in any manner the District's powers to impose and collect its own fees and charges.

(2004 Intergovernmental Agreement (MCA 2004-029) § 3.3)

45.16.170 Plant investment fees.

The District shall require the users within its contract service area to pay the City's plant investment fees and other charges and wastewater service rates. The District grants and delegates to the City all of the District's power and authority for the City to enforce collection of such rates and charges in the same manner as it employs generally throughout the Persigo area.

(2004 Intergovernmental Agreement (MCA 2004-029) § 3.4)

45.16.180 Conveyance of pump stations and pipelines.

By special warranty deed and bill of sale of even date herewith, the District transfers and conveys to the City for the benefit of the Persigo 201 sewer system, for the purposes of this agreement, all of its wastewater pump stations, and all underground pipelines having a diameter of 10 inches or larger, together with (a) all manholes and other surface and subsurface appurtenances thereto, (b) all easements and rights-of-way covering or accommodating the same, and (c) fee title held by the District in all parcels of real property upon which any such facilities are located.

(2004 Intergovernmental Agreement (MCA 2004-029) § 4.1)

45.16.190 Improvements.

In consideration of payments made to the City by the District customers under prior agreements and the provisions of this agreement, the receipt and sufficiency whereof is acknowledged, the City shall pay for

and shall make all improvements necessary to bring the collection system up to the standards applicable generally within the Persigo area.

(2004 Intergovernmental Agreement (MCA 2004-029) § 4.2)

45.16.200 District findings.

Based upon the City's representations that it is able and willing to supply the District with all of the wastewater service for the full development of the District's contract service area, the District finds that the making of this agreement will provide for satisfactory, uniform and dependable service available for current and future use within its contract service area, and is in the best interests of the users within its contract service area.

(2004 Intergovernmental Agreement (MCA 2004-029) § 4.3)

45.16.210 Binding assignment of rights.

No assignment by either party of its rights under this agreement shall be binding on the other unless the other party shall have assented to such assignment with the same formality as employed in the execution of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.1)

45.16.220 Waiving of rights.

No party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.2)

45.16.230 Remedies.

None of the remedies provided for under this agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.3)

45.16.240 Obligations unaffected by amendment to State laws.

The benefits and obligations created by this agreement shall not be modified by amendment to the Constitution or the laws of the State of Colorado; provided, however, that in the event that the General Assembly or an amendment to the Colorado Constitution lawfully places the joint system under the jurisdiction of the Public Utilities Commission, the City's obligations hereunder shall cease. Nothing in this section, however, shall be construed as a waiver by the District of any rights it may have to continued wastewater service arising outside of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.4)

45.16.250 City exercise of rights.

The City shall have the authority to exercise all rights with respect to the collection system in order to use the collection system to serve or contribute to the service of any lands within the Persigo area, consistent with the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.5)

45.16.260 Material breach of agreement.

If the District commits a material breach of this agreement and the City gives the District written notice specifying the particular material breach, the District shall have such time as provided in the notice, which time shall be reasonably sufficient to permit the District to cure the noticed material breach but in

no event no less than 90 days. In the event that the District fails to correct such breach within the time provided in the notice, or if more than the time provided in the notice is reasonably required to cure such matter complained of, if the District shall fail to commence to correct the same within said period or shall thereafter fail to prosecute the same to completion with reasonable diligence, the City, without obligation to the District or any person claiming by, through or under the District, may take such steps as it may deem necessary to cure or remedy the breach. The District agrees to reimburse the City for all fees and expenses incurred by the City in correcting the default or defaults. The 90-day notice provision of this section shall not apply if the City determines that the breach will probably result in an immediate health hazard or harm to persons or property, in which case the City may unilaterally implement such cure or remedy upon hand delivery of written notice of the breach and description of the harm that is probable to result. The term "material breach" shall include, but not be limited to, failure by the District to continue to exist as a Title 32 quasi-municipal corporate entity, an unauthorized extension of wastewater service, and other actions or inactions which could cause a health hazard or harm to persons or property.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.6)

45.16.270 Actions to dissolve District.

The District shall not assert this agreement as a defense to any action seeking to dissolve the District pursuant to C.R.S. § 32-1-701 et seq., as amended.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.7)

45.16.280 Term.

This agreement shall remain in force until terminated by mutual written agreement or pursuant to the provisions hereof.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.8)

45.16.290 Interpretation.

This agreement shall be construed and enforced as the fully integrated expression of the parties' agreement with respect to the matters addressed.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.9)

45.16.300 Express or implied covenants.

No express or implied covenant not specifically set forth shall be a part of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.10)

45.16.310 Representations inducing entering into agreement.

The parties expressly aver that no representations other than those specifically set forth in this agreement have been relied upon by either party to induce it to enter into this agreement.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.11)

45.16.320 Superseding of prior agreements.

This agreement supersedes and replaces in their entirety all prior agreements between the City and the District for sanitary sewer service.

(2004 Intergovernmental Agreement (MCA 2004-029) § 5.12)

Chapter 45.20

ORCHARD MESA SANITATION DISTRICT TOTAL SERVICE AGREEMENT

Sections:

45.20.010 Generally.
45.20.020 Definitions.
45.20.030 Complete wastewater service.
45.20.040 Maintenance.
45.20.050 Authority.
45.20.060 Sewer taps.
45.20.070 Enforcement – Service disconnection.
45.20.080 Rules and regulations.
45.20.090 Public rights-of-way – Easement acquisition.
45.20.100 Expansion of contract service area.
45.20.110 Refusal to accept wastewater flows.
45.20.120 Clean Water Act compliance.
45.20.130 Disconnection from joint system.
45.20.140 Rates and charges – Collection.
45.20.150 Rates and charges – Established.
45.20.160 Joint system fees and charges.
45.20.170 Plant investment fees.
45.20.180 Conveyance of pump stations and pipelines.
45.20.190 Improvements.
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45.20.210 Binding assignment of rights.
45.20.220 Waiving of rights.
45.20.230 Remedies.
45.20.240 Obligations unaffected by amendment to State laws.
45.20.250 City exercise of rights.
45.20.260 Material breach of agreement.
45.20.270 Actions to dissolve District.
45.20.280 Term.
45.20.290 Interpretation.
45.20.300 Express or implied covenants.
45.20.310 Representations inducing entering into agreement.
45.20.320 Superseding of prior agreements.

Cross-reference – Chapter 45.08 GJMC.

45.20.010 Generally.

This agreement is made and entered into as of the eighth day of March, 2004, by and among the City of Grand Junction, State of Colorado (the "City"), as manager and operator of the wastewater collection, transmission and treatment system more fully described below (the "joint system"), the County of Mesa (the "County") as a participant in the joint system with the City, and the Orchard Mesa Sanitation District, Mesa County, Colorado, a quasi-municipal corporation and political subdivision of the State of Colorado ("District").

(a) Whereas, each party is authorized by law to furnish sanitary sewer services and has the means to perform the same; and

(b) Whereas, each party is authorized by the provisions of Article XIV, Section 18, Colorado Constitution, and C.R.S. § 29-1-201, et seq., to enter into contracts with other local governments for the performance of functions which it is authorized by law to perform on its own; and

(c) Whereas, the City and the County, have, pursuant to that agreement dated October 13, 1998 (the "system agreement"), established the joint system in order to provide for the collection, transmission and treatment of wastewater from and within an extensive area described in the system agreement as the "Persigo area"; and

(d) Whereas, the District is located within the Persigo area and has utilized the joint system to transmit wastewater flows from its system to the joint system treatment works for treatment but has prior to the date of this agreement owned, operated and maintained the collection and transmission system within its legal boundaries; and

(e) Whereas, the District now desires to contract with the City as the manager and operator of the joint system for complete wastewater services as set forth in this agreement;

Now, therefore, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and among the parties as follows in this chapter.

(2004 Intergovernmental Agreement (MCA 2004-030))

45.20.020 Definitions.

For the purposes of this agreement, the following terms shall have the following meanings:

City shall mean the City of Grand Junction, in its capacity as manager and operator of the joint system, and any authorized person or entity acting on its behalf in such capacity. Pursuant to the system agreement, when reference is made to the City as owner of, or owning, pipes and related facilities that are components of the joint system, the parties acknowledge that the City accepts and holds title to pipes and related facilities of the joint system in the name and style of "the City of Grand Junction, Colorado, for the benefit of the Persigo 201 sewer system."

Collection system shall refer to the pipes and related appurtenances for the collection and transmission of wastewater within the District's contract service area. In general, the collection system will be owned by the City for the benefit of the Persigo 201 sewer system, but certain facilities in place prior to the City's provision of wastewater service pursuant to this agreement shall be owned by the District under the terms of this agreement.

Contract service area shall mean the presently existing legal boundaries of the District together with any amendments to those boundaries within the Persigo area accomplished in accordance with the terms and provisions of this agreement.

District shall refer to the Orchard Mesa Sanitation District and any authorized representative thereof.

Joint system shall have the same definition as contained in the Persigo contract.

Persigo area shall mean the outer geographical boundaries of the 201 service area as contemplated and defined in the system agreements, which the joint system serves.

Rules and regulations shall mean the operating rules and design standards promulgated by the City to govern the design, construction, operation, maintenance and use of the joint system, including the rates, fees, tolls and charges imposed from time to time, including future modifications thereto.

Sewer tap shall mean a physical connection to the collection system which effects wastewater service to the connected premises.

(2004 Intergovernmental Agreement (MCA 2004-030) § 1)

45.20.030 Complete wastewater service.

The City shall furnish all service necessary to effect full and complete sanitary sewer service to all lands within the District's contract service area, including the full development and any redevelopment of any and all such lands in accordance with applicable law.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.1)

45.20.040 Maintenance.

Wastewater service furnished by the City under this agreement shall be provided in a manner uniform and consistent with that provided to customers throughout the Persigo area. To the extent the City determines that maintenance of the collection system is necessary to the furnishing of wastewater service under this agreement, the City agrees to maintain or replace all portions of the collection system it owns or which come under its dominion. The City agrees to construct, maintain, replace and keep inventory of such additional physical facilities as the City deems necessary.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.2)

45.20.050 Authority.

The District represents that it has authority to use, connect, disconnect, modify, renew, extend, enlarge, replace, convey, abandon or otherwise dispose of the pipes and other facilities, including pump stations, for providing wastewater service to users within its contract service area, and grants to the City all such authority deemed necessary by the City to perform its obligations under this agreement. The District hereby delegates to the City, and the City hereby accepts administrative, managerial and enforcement authority concerning the District pretreatment program as applied to industrial users of the joint system. The City will act as the District's agent in pretreatment matters to the extent necessary to allow direct regulatory and health-related control by the City over industrial users within the District. All additions to the collection system installed or replaced by the City within the District's contract service area shall be owned by the City. The District shall not exercise any dominion over any of its wastewater facilities that is in any way inconsistent with the exercise or performance by the City of its rights and obligations.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.3)

45.20.060 Sewer taps.

The City shall not make any sewer tap within the contract service area or issue any approval or license for attachment to the collection system within the contract service area except upon written authorization of the District. Upon receipt of written authorization by the District, the City shall make the necessary taps in the regular course of its business. The District shall be fully liable to the City for unreported connections, including payment of all charges thereon. No new sewer taps may be made to the collection system which would impair the capacity of the joint system to furnish wastewater service in accordance with the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.4)

45.20.070 Enforcement – Service disconnection.

Each of the parties to this agreement recognizes in the other the right to enforce its rules and the terms of this agreement by interrupting or disconnecting wastewater flows from the premises of those who violate the rules of either party or this agreement. Neither party shall interfere with the other in the enforcement of its rules or this agreement. Neither party shall restore any service connection after the same has been interrupted or disconnected by the other in the course of enforcing its rules or the terms of this agreement, except upon written authority of the party causing the interruption or disconnection of service. Each party agrees to provide oral or written notice to the other prior to interrupting or disconnecting any service con-

nection, except when disconnection is made by either solely for reason of delinquency in payment for charges or to prevent an immediate threat to public health or safety.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.5)

45.20.080 Rules and regulations.

Wastewater service furnished under this agreement shall be governed by the rules and regulations and the system agreements. Future amendments or modifications to the rules and regulations shall be binding on the District unless the District objects thereto in writing within 30 days after the adoption of such amendment or modification and the Board of County Commissioners and the City Council, acting jointly pursuant to the system agreements, determine to repeal or reject the proposed amendment(s) and/or modification(s). The rules and regulations shall be applied uniformly and equitably throughout the Persigo area. The City may require the installation of additional wastewater service facilities at the expense of the customer requiring service in accordance with the rules and regulations. The District retains the full right to make and enforce rules, not inconsistent with the rules and regulations, to govern use of the collection system use within its contract service area. The District agrees to exercise its rule-making, fee-setting and other powers to assist the City in enforcing the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.6)

45.20.090 Public rights-of-way – Easement acquisition.

The District warrants that all portions of the collection system it owns or controls are in public rights-of-way or easements it now owns, that its rights-of-way and easements are free and clear of all liens and encumbrances, and that title to all such rights-of-way and easements is adequately granted or dedicated to or vested in the District in documents recorded in the real property records of the Mesa County Clerk and Recorder. Where a portion of the collection system owned or controlled by the District is located on private property, or the District's easement is insufficient in size, the District agrees to acquire at its expense such easements as may be reasonably required by the City.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.7)

45.20.100 Expansion of contract service area.

The District may not expand its contract service area without the express written approval of the City, in its unfettered discretion.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.8)

45.20.110 Refusal to accept wastewater flows.

The City reserves the right to refuse to accept wastewater flows from any premises when the same would impose unreasonable risk of a health hazard or other harm to the joint system.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.9)

45.20.120 Clean Water Act compliance.

The wastewater service to be furnished by the City shall comply with the federal Clean Water Act and any and all other applicable regulations.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.10)

45.20.130 Disconnection from joint system.

The damage to the joint system if the District disconnects from the joint system shall be not less than the reproduction cost of any of the joint system's facilities which are rendered useless by such disconnection and which must be replaced in order to serve customers outside the contract service area. The District

agrees to pay the damages described in this section immediately upon the occurrence of such disconnection.

(2004 Intergovernmental Agreement (MCA 2004-030) § 2.11)

45.20.140 Rates and charges – Collection.

For the wastewater services provided by the joint system, the City shall be paid by the users within the District's contract service area the rates, fees, tolls and charges calculated in accordance with the system agreements, which shall be the same as all such rates and charges imposed and collected generally throughout the Persigo area. Methods of collection and schedules of charges shall be applied uniformly among similar users throughout the Persigo area. In addition to any other rate or charge herein provided, the District shall pay or cause to be paid all applicable plant investment fees, and such other rates, tolls, charges or combinations thereof as the City may, from time to time, in the exercise of its lawful authority and pursuant to the system agreements impose.

(2004 Intergovernmental Agreement (MCA 2004-030) § 3.1)

45.20.150 Rates and charges – Established.

Rates for wastewater service shall be established by the joint action of the City Council and the Board of County Commissioners, pursuant to the system agreements.

(2004 Intergovernmental Agreement (MCA 2004-030) § 3.2)

45.20.160 Joint system fees and charges.

The District grants and delegates to the City all of the District's power and authority deemed necessary by the City to impose and collect the joint system's fees and charges, including charges for sewer taps and other purposes within the contract service area. This section shall not be construed to limit in any manner the District's powers to impose and collect its own fees and charges.

(2004 Intergovernmental Agreement (MCA 2004-030) § 3.3)

45.20.170 Plant investment fees.

The District shall require the users within its contract service area to pay the City's plant investment fees and other charges and wastewater service rates. The District grants and delegates to the City all of the District's power and authority for the City to enforce collection of such rates and charges in the same manner as it employs generally throughout the Persigo area.

(2004 Intergovernmental Agreement (MCA 2004-030) § 3.4)

45.20.180 Conveyance of pump stations and pipelines.

By special warranty deed and bill of sale of even date herewith, the District transfers and conveys to the City for the benefit of the Persigo 201 sewer system, for the purposes of this agreement, all of its wastewater pump stations, and all underground pipelines having a diameter of 10 inches or larger, together with (a) all manholes and other surface and subsurface appurtenances thereto, (b) all easements and rights-of-way covering or accommodating the same, and (c) fee title held by the District in all parcels of real property upon which any such facilities are located.

(2004 Intergovernmental Agreement (MCA 2004-030) § 4.1)

45.20.190 Improvements.

In consideration of payments made to the City by the District customers under prior agreements and the provisions of this agreement, the receipt and sufficiency whereof is acknowledged, the City shall pay for

and shall make all improvements necessary to bring the collection system up to the standards applicable generally within the Persigo area.

(2004 Intergovernmental Agreement (MCA 2004-030) § 4.2)

45.20.200 District findings.

Based upon the City's representations that it is able and willing to supply the District with all of the wastewater service for the full development of the District's contract service area, the District finds that the making of this agreement will provide for satisfactory, uniform and dependable service available for current and future use within its contract service area, and is in the best interests of the users within its contract service area.

(2004 Intergovernmental Agreement (MCA 2004-030) § 4.3)

45.20.210 Binding assignment of rights.

No assignment by either party of its rights under this agreement shall be binding on the other unless the other party shall have assented to such assignment with the same formality as employed in the execution of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.1)

45.20.220 Waiving of rights.

No party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such party to exercise at some future time the rights not previously exercised.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.2)

45.20.230 Remedies.

None of the remedies provided for under this agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.3)

45.20.240 Obligations unaffected by amendment to State laws.

The benefits and obligations created by this agreement shall not be modified by amendment to the Constitution or the laws of the State of Colorado; provided, however, that in the event that the General Assembly or an amendment to the Colorado Constitution lawfully places the joint system under the jurisdiction of the Public Utilities Commission, the City's obligations hereunder shall cease. Nothing in this section, however, shall be construed as a waiver by the District of any rights it may have to continued wastewater service arising outside of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.4)

45.20.250 City exercise of rights.

The City shall have the authority to exercise all rights with respect to the collection system in order to use the collection system to serve or contribute to the service of any lands within the Persigo area, consistent with the rules and regulations.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.5)

45.20.260 Material breach of agreement.

If the District commits a material breach of this agreement and the City gives the District written notice specifying the particular material breach, the District shall have such time as provided in the notice, which time shall be reasonably sufficient to permit the District to cure the noticed material breach but in

no event no less than 90 days. In the event that the District fails to correct such breach within the time provided in the notice, or if more than the time provided in the notice is reasonably required to cure such matter complained of, if the District shall fail to commence to correct the same within said period or shall thereafter fail to prosecute the same to completion with reasonable diligence, the City, without obligation to the District or any person claiming by, through or under the District, may take such steps as it may deem necessary to cure or remedy the breach. The District agrees to reimburse the City for all fees and expenses incurred by the City in correcting the default or defaults. The 90-day notice provision of this section shall not apply if the City determines that the breach will probably result in an immediate health hazard or harm to persons or property, in which case the City may unilaterally implement such cure or remedy upon hand delivery of written notice of the breach and description of the harm that is probable to result. The term "material breach" shall include, but not be limited to, failure by the District to continue to exist as a Title 32 quasi-municipal corporate entity, an unauthorized extension of wastewater service, and other actions or inactions which could cause a health hazard or harm to persons or property.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.6)

45.20.270 Actions to dissolve District.

The District shall not assert this agreement as a defense to any action seeking to dissolve the District pursuant to C.R.S. § 32-1-701 et seq., as amended.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.7)

45.20.280 Term.

This agreement shall remain in force until terminated by mutual written agreement or pursuant to the provisions hereof.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.8)

45.20.290 Interpretation.

This agreement shall be construed and enforced as the fully integrated expression of the parties' agreement with respect to the matters addressed.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.9)

45.20.300 Express or implied covenants.

No express or implied covenant not specifically set forth shall be a part of this agreement.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.10)

45.20.310 Representations inducing entering into agreement.

The parties expressly aver that no representations other than those specifically set forth in this agreement have been relied upon by either party to induce it to enter into this agreement.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.11)

45.20.320 Superseding of prior agreements.

This agreement supersedes and replaces in their entirety all prior agreements between the City and the District for sanitary sewer service.

(2004 Intergovernmental Agreement (MCA 2004-030) § 5.12)

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