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**CITY COUNCIL AGENDA
WEDNESDAY, JULY 2, 2014
250 NORTH 5TH STREET
6:30 P.M. – ADMINISTRATION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

To become the most livable community west of the Rockies by 2025

Call to Order
(7:00 p.m.)

Pledge of Allegiance
A Moment of Silence

Certificate of Appointment

To the Downtown Development Authority/Downtown Grand Junction Business Improvement District

Council Comments

Citizen Comments

[Supplemental Document](#)

*** * * CONSENT CALENDAR * * ***

1. **Minutes of the Previous Meetings**

[Attach 1](#)

Action: Approve the Summary of the June 2, 2014 Workshop and the Minutes of the June 18, 2014 Regular Meeting

Revised July 3, 2014

** Indicates Changed Item

*** Indicates New Item

® Requires Roll Call Vote

2. **Setting a Hearing on Vacating a Portion of Hacienda Street Right-of-Way** [File #VAC-2014-175] [Attach 2](#)

Request to vacate a portion of Hacienda Street in anticipation of a residential subdivision to be known as South Rim Hollow to facilitate a proposed development.

Proposed Ordinance Vacating a Portion of the Hacienda Street Right-of-Way for the Proposed South Rim Hollow Subdivision, Located at 2312 Hacienda Street

Action: Introduce a Proposed Ordinance and Set a Public Hearing for July 16, 2014

Staff presentation: Scott D. Peterson, Senior Planner

3. **Construction of Radio Tower Site in the Town of Collbran** [Attach 3](#)

This request is for the Grand Junction Regional Communication Center (GJRCC) to enter into a contract with G4S Technology LLC for the construction of the communications tower and shelter at the Mesa County Road and Bridge site in the Town of Collbran.

Action: Authorize the Grand Junction Regional Communication Center to Sign Final Contract with G4S Technology LLC for the Total of \$309,956.77 to Construct a Communications Tower and Shelter

Staff presentation: John Camper, Police Chief
Mike Nordine, Deputy Police Chief
Paula Creasy, Project Manager
Jay Valentine, Internal Services Manager

4. **Persigo Waste Water Treatment Plant Flow Equalization Basin Floor Repair** [Attach 4](#)

This request is to award a construction contract for repair of a floor section on the north flow equalization basin at the Persigo Waste Water Treatment Plant (WWTP).

Action: Authorize the City Purchasing Division to Enter into a Contract with Mays Construction Specialties, Inc. for the Persigo Waste Water Treatment Plant Flow Equalization Floor Repair Project in the Amount of \$74,950

Staff presentation: Greg Lanning, Public Works and Utilities Director
Jay Valentine, Internal Services Manager

***** END OF CONSENT CALENDAR *****

***** ITEMS NEEDING INDIVIDUAL CONSIDERATION *****

5. **Public Hearing—GSI Annexation and Zoning; Rezoning, Located at 543 31 Road** [File #ANX-2014-170 and RZN-2014-171] [Attach 5](#)

A request to annex and zone the GSI Annexation, located at 543 31 Road. The GSI Annexation consists of one parcel of 0.707 acres and no public right-of-way. The requested zoning is a C-2 (General Commercial) zone district.

A request to rezone 0.728 acres located at 543 31 Road from a C-1 (Light Commercial) to a C-2 (General Commercial) zone district.

- 1) Resolution No. 20-14—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the GSI Annexation, Located at 543 31 Road, is Eligible for Annexation
- 2) Ordinance No. 4633—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, GSI Annexation, Approximately 0.707 Acres, Located at 543 31 Road
- 3) Ordinance No. 4634—An Ordinance Zoning the GSI Annexation to C-2 (General Commercial) Located at 543 31 Road
- 4) Ordinance No. 4635—An Ordinance Rezoning 0.728 Acres from C-1 (Light Commercial) to C-2 (General Commercial) Located at 543 31 Road

®Action: Adopt Resolution No. 20-14, Accepting the Petition for Annexation, Adopt Ordinance Nos. 4633 and 4634, the Annexation and Zoning Ordinances, and Adopt Ordinance No. 4635, the Rezoning Ordinance, for the GSI Property at 543 31 Road and Order Publication of the Ordinances in Pamphlet Form

Staff presentation: Brian Rusche, Senior Planner

6. **Contract to Convert the Digester Gas at Persigo Waste Water Treatment Plant to Compressed Natural Gas (CNG), Construct a Pipeline to the Existing CNG Fueling Station, and Authorize a Grant Application to the Department of Local Affairs (DOLA)** [Attach 6](#)

Several years ago, the waste water division contracted with an engineering firm to help identify any beneficial uses of the biogas produced at the Persigo treatment facility. Persigo “flares” or burns off approximately 100,000 cubic feet per day of digester gas. Digester gas is methane that is created as a byproduct of processing waste.

This action will allow the Purchasing Division to sign a contract with BioCNG, LLC who is the selected contractor capable of converting digester gas to compressed natural gas and designing and installing the pipeline to transport the gas to the City fueling site.

In addition, the Department of Local Affairs is launching a CNG Initiative to fund projects that promote and advance the use of CNG as a vehicle fuel. The Persigo biogas project is an eligible project. This is a request to authorize the City Manager to submit an application to the Colorado Department of Local Affairs for a \$500,000 grant to partially fund phase 2 of the project to construct the pipeline.

Resolution No. 21-14—A Resolution Authorizing the City Manager to Submit a Grant Request to the Colorado Department of Local Affairs’ (DOLA) Energy and Mineral Impact Assistance Program CNG Initiative for Construction of the Persigo Biogas Project

Action: 1) Authorize the City Purchasing Division to Enter into a Contract with BioCNG, LLC in the Amount of \$2,799,796 to Convert and Transport Biogas from Persigo to the CNG Fueling Station and 2) Adopt Resolution No. 21-14 Authorizing the City Manager to Submit a Grant Application to the Colorado Department of Local Affairs’ Energy and Mineral Impact Assistance Program CNG Initiative for Partial Funding of the Project

Staff presentation: Jay Valentine, Internal Services Manager
Kathy Portner, Community Development

7. **Non-Scheduled Citizens & Visitors**
8. **Other Business**
9. **Adjournment**

Attach 1

**GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
June 2, 2014 – Noticed Agenda Attached**

Meeting Convened: 5:05 p.m. in the City Auditorium

Meeting Adjourned: 7:15 p.m.

Council Members present: All. Staff present: Englehart, Shaver, Moore, Kovalik, Tice, and Tuin.

Downtown Development Authority / Downtown Grand Junction Business Improvement District (DDA/DGJBID): Harry Weiss, Stephan Schweissing, Jason Farrington, Les Miller, Jodi Coleman Niernberg, P.J. McGovern, and Kirk Granum

Agenda Topic 1. Discussion with the DDA/DGJBID Boards

City Manager Englehart introduced this item, thanked the board members for being present, and advised that this meeting is a follow up to a previous meeting held.

DDA/DGJBID Chair Jodi Coleman Niernberg said there are two items up for discussion; one is the BID renewal which they have held a couple of extra meetings to get input from the downtown businesses, and the other topic is looking at flexibility of changing the Tax Increment Financing (TIF).

DDA/DGJBID Executive Director Harry Weiss said there are no changes being proposed to the BID. The DDA/DGJBID board would like to bring the request for renewal of the BID to Council when they bring the Operating Plan and Budget for the BID in September which would be one year in advance of the sunset renewal provision for the BID that City Council established and allow for some outreach next summer. He provided details for what the BID has accomplished since its formation which included events, general marketing, business recruitment, provision of security, and garbage removal. Out of the top ten businesses that pay the assessment to the BID, City Market, Enstroms, the five banks, the hotels, and the Raso family that have multiple property holdings, contribute the most. The downtown has become a destination where people like to come to the social events that the BID sponsors.

Councilmember Chazen asked Mr. Weiss if part of the outreach they will be doing for the BID will include informing everyone that there will not be an election for the renewal of the BID. Mr. Weiss answered affirmatively and advised that the original election was not for the formation of the BID, but rather for the tax assessment. City Attorney Shaver pointed out that any fundamental change in the financing would trigger a vote. Mr. Weiss stated that City

Council will hold a public hearing and decide to adopt an ordinance either to renew the BID or to dissolve the BID. City Attorney Shaver advised that the other part that Council will decide is the term for the BID, even though the law allows it to be perpetual, the original term was ten years.

Discussion was held about the three businesses that have opted out from the BID and if that opt out will continue upon renewal. City Attorney Shaver advised that there will be opportunity for those businesses to “opt in” to the BID, but if they choose not to, their “opt out” will continue. Mr. Weiss said that there will be no new provisions for anyone else to “opt out”.

Councilmember Chazen expressed concern that the BID should have a strategic plan. It was advised that a strategic plan could be looked at at the time of renewing the BID.

Councilmember McArthur asked if the BID has any programs or projects in process. Mr. Weiss said that they continue to do the marketing events, outreach for a retail study plan downtown, outreach to commercial property owners or agents, and they are looking at commercial and industrial real estate for creative district designation downtown.

Mr. Weiss explained how the BID works versus what the DDA does.

Mr. Weiss then addressed the TIF and whether or not there is a more flexible use of the TIF money in order to participate as an equity partner in projects. He gave Longmont as an example and said that they use TIF money for all kinds of things that the State Statutes allow. In 2001, City Council adopted a resolution restricting the use of the TIF money only for major public capital projects. Because of that, the DDA cannot participate in projects by private investors unless there is a public component to the project. The TIF is the largest amount of working capital that DDA has to work with. He provided a couple of examples of not being able to use the TIF money: the housing study that was recently conducted; in order to help a private development for more housing, a public component would have to be included in the development; and not being able to use TIF money for the purchase of the old vacant Assembly of God Church across from the library because it was not blighted and there was no public use proposed for the property.

Councilmember Chazen pointed out that there would need to be an exit strategy in place if City Council looks at loosening the restriction for TIF money and allows equity sharing with private partners. Mr. Weiss said that the TIF money can only be used for a project that meets criteria in the Plan of Development. He also noted that the TIF formula was adjusted when the DDA was extended for twenty years and now only guarantees TIF funding at 50% for the twenty years instead of 100%. The School District and the City distribute 100% of the increment but all other taxing districts only give the minimum required (50%). Mr. Weiss said that to get even more flexibility with the TIF, it would require the vote of the general membership of the DDA

District. There was discussion regarding other financing options, i.e. a new bond issuance, a line of credit, and borrowing against the TIF which would require City Council authorization plus addressing the TABOR issue. Mr. Weiss explained the review of the Plan of Development and oversight mechanisms that protect what projects may be funded with the TIF other than a TABOR ballot question which could be rather general.

Councilmember Boeschstein pointed out that the previous City Council adopted a Greater Downtown Plan and even though it's not a Development Plan, it is a Plan that sets out land uses in the downtown. He noted that DDAs in other communities are involved in land assemblage.

Councilmember Traylor Smith asked what DDA foresees happening in downtown. Mr. Weiss said there is an interest and demand for housing downtown, but the market hasn't produced. Something needs to fill the gap to make it feasible. They discussed other options to providing housing with a public component such as affordable housing and what kind of funding it would take to fill the gap which Mr. Weiss estimated to be between \$700,000 and \$2 million.

There was discussion on whether or not Council is in favor of moving forward in loosening the restriction of the TIF monies with either a short term debt instrument (line of credit) or a ballot question to the DDA electors. City Council felt that they need more information before they can make a decision. The direction was to have the DDA Board put together suggested changes with "guardrails" and see if it would require going to a vote. Council could then look at it again to see if they would be in favor of the proposal.

Agenda Topic 2. Board Reports

Councilmember McArthur said that he met with Staff to discuss what Grand Valley Drainage District has done regarding past fees. The Chairman of the 521 Drainage Authority is working on a resolution to present to the Board on June 26th on establishing fees for the 521. More discussion will be held regarding the resolution on Friday, June 6th. He feels that they should look further into the future and look at assessments for infrastructure and operational costs because fees are hard to collect.

Councilmember Traylor Smith had no report as the Housing Authority meeting was canceled.

Councilmember Chazen said that the Associated Governments of Northwest Colorado (AGNC) meeting was canceled and the next meeting will be on June 19th in Rifle. There were two bills signed in May; one was the Cameo bill for the shooting range and the other was allowing for remote testimony. AGNC played a big part in supporting both of those bills.

Councilmember Susuras said that Colorado Water Congress (CWC) is still short about \$80,000 in their opposition to Initiatives Nos. 75, 89, and 103. They are asking all board members to

sign a resolution against the initiatives because it could destroy water rights in the State of Colorado. He shared an email requesting additional funds to support a resolution that will be discussed in the pre-meeting before the Council Meeting on Wednesday, June 4, 2014. Councilmember Susuras said that the Airport Authority approved an application to the Federal Aviation Administration (FAA) for approximately \$3 million for the administration building. If the FAA approves the application, it will be brought to the City Council and the Mesa County Commissioners for approval. The FAA is not interested in the City participating in having a Fire Station out at the airport.

Councilmember Boeschstein reported that he attended the Riverfront Commission meeting and it was noted that the derelict house located by Las Colonias was burned and the Great Outdoors Colorado (GOCO) Board is coming to Grand Junction to announce a Las Colonias GOCO grant within one week. He reported that all of the seats are in at the Avalon Theatre. It will be opened for the church in August and for a big symphony concert on September 20th. The Three Sisters ribbon cutting is June 3rd. He attended a really productive meeting for the Riverview Technology Corporation (RTC) and they discussed the need for cell phone service at their location because they are in a blackout area. City Manager Englehart said that as part of the Economic Development Plan, they are meeting with School District 51 on fiber and are going to have a series of maps drafted to try to mitigate the situation. City Council discussed how much involvement the City should have since the facility is not in City limits, however the RTC Board is a joint City/County board.

Other Business

City Council discussed an article that was in the New York Times regarding what New York is doing for the homeless.

There is a luncheon at Colorado Mesa University (CMU); the topics are parking enforcement in the surrounding neighborhoods to 7th Street and the sale of CMU's land at 29 and D Roads. Deputy City Manager Moore said that representatives from the School District, the City, and the County will all be there.

Councilmember Susuras asked how the second half of the year funding is looking to fund the second contribution to CMU. City Manager Englehart replied that is looking good and advised that the deal with Grand Junction Economic Partnership (GJEP) did not pan out so there are additional funds available. He advised that if Council is ready to release the money to CMU, Staff can make that happen.

Councilmember Traylor Smith asked about an update from the Avalon Foundation. City Manager Englehart said that they are at about \$817,000 right now. He wrote a letter to Department of Local Affairs (DOLA) and has asked them to look at another \$340,000 in grants.

The Avalon Theatre Foundation still has pledges for over \$360,000. Council discussed asking CMU for an economic forecast and seeing if CMU would possibly collaborate with the Avalon for theatre productions.

With no other business, the meeting adjourned.

**GRAND JUNCTION CITY COUNCIL
WORKSHOP**

**MONDAY, JUNE 2, 2014, 5:00 P.M.
CITY AUDITORIUM
250 N. 5TH STREET**

To become the most livable community west of the Rockies by 2025

- 1. Discussion with the DDA/DGJBID Boards:** Grand Junction City Council met with the jointly appointed Grand Junction Downtown Development Authority (DDA)/ Downtown Grand Junction Business Improvement District (BID) Board of Directors on April 21, 2014, to discuss general issues related to Downtown and the specific activities and current concerns of the DDA and BID.

This workshop session focuses more narrowly on two topics previously introduced: the renewal of the DGJBID and the introduction of greater flexibility in the utilization of TIF resources for redevelopment activities in the district.

Attach W-1

- 2. Board Reports**
- 3. Other Business**

**GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING**

June 18, 2014

The City Council of the City of Grand Junction convened into regular session on the 18th day of June, 2014 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Duncan McArthur, Sam Susuras, Barbara Traylor Smith, and Council President Phyllis Norris. Also present were City Manager Rich Englehart, City Attorney John Shaver, and City Clerk Stephanie Tuin.

Council President Norris called the meeting to order. Councilmember Boeschstein led the Pledge of Allegiance, followed by Invocation by Pastor Michael Shannon, Palisade Seventh Day Adventist Church.

Presentation

May Yard of the Month

Tom Ziola, Forestry/Horticulture Supervisor, was present and introduced Elizabeth Neubauer and Rich Edwards from the Forestry Board who made the presentation. Mr. Edwards presented the May Yard of the Month to Jenny and Richard Schreiner, 3659 N. 15th Street. Mr. Edwards explained that in the past eight years the Schreiner's have transformed their yard from gravel and rock to a beautiful display of color that brightens their neighborhood.

Proclamation

Proclaiming the Week of June 22, 2014 as "St. Baldrick's Foundation Week" in the City of Grand Junction

Councilmember Chazen read the proclamation. Robynne Carmine, Lead Organizer, and Jim Hamlin, Event Organizer, were present to receive the proclamation. They announced this is their third annual event and invited anyone interested to attend, and get their head shaved at Edgewater Brewery on June 28th.

Certificates of Appointment

Jodi Coleman Niernberg was present to receive her Certificate of Reappointment to the Downtown Development Authority/Downtown Grand Junction Business Improvement District. Ms. Neirnberg thanked the City Council for reappointing her.

Council Comments

Councilmember Chazen went to the Colorado Mesa University (CMU) Board of Trustees luncheon along with other Council members on Thursday, June 5th. There was a great

presentation on CMU's accomplishments, upcoming plans, and how CMU has partnered with many community groups and governmental entities. On Tuesday, June 10th he attended the Visitors and Convention Bureau (VCB) Board meeting, which included presentations by the Horizon Drive Business Improvement District on the upgrades to Horizon Drive and by Mesa County on the Master Plan for the Mesa County Fair Grounds. There was also an update by the VCB staff about the VCB marketing campaign that shows Grand Junction is a great vacation destination. Since the campaign began they have seen a 16.2% year-to-date increase in lodging tax and impressive increases on hits to their web site. On Monday, June 16th Councilmember Chazen attended the quarterly Chamber of Commerce luncheon where Dr. Larry Wolk from the Colorado Department of Public Health and Environment spoke. Dr. Wolk emphasized providing evidence based health and environmental information so that decisions would be based on science, not political agendas. The discussion included issues surrounding oil and gas production, health care, and marijuana.

Councilmember Boeschstein and his wife attended the Palisade Bluegrass and Roots Festival that was held at Riverbend Park. He went to the Riverfront Commission's monthly meeting on June 17th; the Commission is getting ready to celebrate the opening of a new trail connection between Grand Junction and Fruita, which will probably happen in August. He also attended the CMU luncheon and expressed the importance of the City's economic development partnership between CMU and the City of Grand Junction, which helps create an educated work force. He reminded everyone of Bike to Work Day the following Wednesday, which will include a morning celebration in front of City Hall with breakfast and bicycle pins offered. He mentioned the bicycle pins were made with a 3D printer at the Incubator. He is looking forward to going to the annual Colorado Municipal League meeting in Breckenridge on June 19th.

Councilmember McArthur attended the graduation of the Chamber of Commerce Leadership Training at Redlands Mesa Golf Course on Thursday, June 5th. He was able to talk to a number of the participants and found it refreshing to see the entrepreneurs and leaders in the community and interesting to hear their views on the leadership training, most notably how much they learned about the workings of the City and some of the City's local issues and functions. He encouraged others to participate in programs like this. He also attended the quarterly Chamber of Commerce luncheon and was impressed with Dr. Wolk's pragmatic and common sense approach to the execution of his job duties.

Councilmember Doody had no comments.

Councilmember Traylor Smith reminded everyone that Mesa County Commissioner, Rose Pugliese, is going to participate in the St. Baldrick's head shaving event and she has committed to cutting off two inches of her hair for every \$1000 donated; she hopes to raise \$5,000.

Councilmember Susuras attended the second high school graduation for Caprock Academy on May 30th; one of the graduates was his grandson. On June 11th, 12th and

13th, he went on a Yampa River Basin Tour sponsored by the Colorado Foundation for Water Education. On the trip he studied and learned much about the history, ecology, health, management and relationships of the Yampa River.

Council President Norris attended the City's new employee luncheon that day along with some other Councilmembers and Department Heads.

That concluded Council comments.

Citizen Comments

Bruce Lohmiller, 445 Chipeta Ave, #25, spoke to the Council regarding Whitman Park. He wants to open the park up to camping and feels it would be a cost effective measure that would get people off the streets much like the project called '100,000 Homes' that was featured on 60 Minutes.

CONSENT CALENDAR

Councilmember Doody read Consent Calendar items #1 and #2 and then moved to adopt the Consent Calendar. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of the Previous Meeting**

Action: Approve the Minutes of the June 4, 2014 Regular Meeting

2. **Setting a Hearing on Zoning the GSI Annexation, Located at 543 31 Road** [File #ANX-2014-170 and #RZN-2014-171]

A request to zone the GSI Annexation, consisting of one parcel of 0.707 acres, and a request to rezone 0.728 acres, both located at 543 31 Road, to a C-2 (General Commercial) zone district.

Proposed Ordinance Zoning the GSI Annexation to C-2 (General Commercial)
Located at 543 31 Road

Proposed Ordinance Rezoning 0.728 Acres from C-1 (Light Commercial) to C-2 (General Commercial) Located at 543 31 Road

Action: Introduction of Proposed Ordinances and Set a Public Hearing for July 2, 2014

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Vacate a 15' Utility Easement, Located at 2696 Highway 50 for Maverik, Inc.
[File #VAC-2014-200]

Request to vacate a 15' utility easement on 2.73 +/- acres (Lot 1, Mesa Plaza Subdivision) in a C-1 (Light Commercial) zone district, which is no longer needed.

Scott D. Peterson, Senior Planner, presented this item. He described the request and noted that the Planning Commission recommended approval at their June 10, 2014 meeting. He then described the location and the current structure; the reason for the request is to relocate an existing water line. He noted the existing and surrounding zoning.

Councilmember Traylor Smith asked if the water service would be interrupted during the relocation. Mr. Peterson said that it would, but only for a couple of hours.

Resolution No. 18-14 – A Resolution Vacating a 15' Utility Easement Located at 2696 Highway 50 for Maverik, Inc.

Councilmember Susuras moved to adopt Resolution No. 18-14. Councilmember McArthur seconded the motion. Motion carried by roll call vote.

Public Hearing – Bella Dimora, Outline Development Plan, Located at 2850 Grand Falls Drive and 598 Sinatra Way [File #PLD-2013-455]

Request to approve an Outline Development Plan (ODP) as a Planned Development with a default zone of R-8 (Residential - 8 du/ac) for the proposed Bella Dimora subdivision.

The public hearing was opened at 7:29 p.m.

Scott D. Peterson, Senior Planner, presented this item. He described the site, the location, and the request. The Planning Commission did recommend conditional approval of the ODP at their May 13, 2014 meeting. He described the existing structures which will all be removed prior to development. The development will be a mixture of attached and detached single family units built in five phases. The Future Land Use designation is Residential Medium High. Since the previous development was at a lower density, it is required that the rest of the property be developed at a higher density. The previous ODP was approved by the City Council for 114 units but that ODP has expired. No on-street parking will be allowed except on Naples Drive. One side street parking will be allowed on streets that are 23 feet wide. There will also be four foot wide pedestrian trails and other open space amenities throughout the development. Phase I will have 28 single- and two-family dwelling units; all areas outside the building footprint will be maintained by the HOA. Mr. Peterson described the benefits the development will offer in exchange for the planned development designation. He described each phase and its characteristics. Mr. Peterson then explained the concessions the development is receiving in the Planned Development. The default zone district is R-8 but in order to accommodate the required density they were granted deviations for garage door widths. There will be 213 driveway parking spaces, 214 garage parking spaces, 80 on-street parking spaces, and 69 overflow parking spaces which meet the Zoning Code. Staff finds that the ODP request does meet the goals and polices of the Comprehensive Plan and the review criteria have been met.

Councilmember Boeschstein asked if there had been any foundation problems in the previous development in this area. Mr. Peterson deferred to the applicant, but also noted

there are some moisture sensitive soils, such as shale and potential corrosive soils. The engineers have stated that no basements should be allowed and this will be documented in a plat note or in a covenant document.

Councilmember McArthur asked if the density transfer would apply to the rest of the property. Mr. Peterson said they are looking at the entire development and whether there is a minimum parking requirement. Mr. Peterson noted there is a two spaces per dwelling unit requirement to meet zoning, however, some additional parking will be required.

Councilmember McArthur mentioned that sometimes covenants prohibit parking on driveways and on the streets, which conflicts with the parking requirement. However, this project demonstrates the variety of housing needed.

Councilmember Chazen noted that on page 2, the Planning Commission conditionally approved the development application and he would like to know if the outstanding conditions were addressed in the attached ordinance. Mr. Peterson acknowledged that the ODP is not final and would require a separate review by City Staff to make sure the fire hydrants and on-street parking conditions have been met.

City Attorney Shaver stated the ordinance requires the approval of the ODP with the default zone; this will ensure it meets the intent of the ODP and that the planning details are executed by City Staff.

Councilmember Chazen mentioned that the area had a history of starting and stopping and asked what would happen with this development if the phases were not completed within the time restrictions. Mr. Peterson said the developers could ask for an extension if the project was still in compliance with the current codes.

There were no public comments.

The public hearing was closed at 7:45 p.m.

Ordinance No. 4632—An Ordinance Approving the Outline Development Plan as a Planned Development with a Default R-8 (Residential - 8 DU/Ac) Zone District for the Development of 108 Dwelling Units to be known as the Bella Dimora Subdivision, Located at 2850 Grand Falls Drive and 598 Sinatra Way

Councilmember Susuras moved to adopt Ordinance No. 4632 and ordered it published in pamphlet form. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

Public Hearing – 2014 Community Development Block Grant (CDBG) Program Year Action Plan [File #2014 CDBG]

The City will receive \$376,349 Community Development Block Grant (CDBG) funding for the 2014 Program Year which begins September 1st. The City also has \$51,899 in funds remaining from previous years to be allocated with the 2014 funds. The purpose of this

hearing is to adopt the 2014 Annual Action Plan which includes allocation of funding for 13 projects as a part of the Five-Year Consolidated Plan.

The public hearing was opened at 7:47 p.m.

Kristen Ashbeck, Senior Planner/CDBG Administrator, presented this item. This is the 19th year the City has been an entitlement community. 2014 is the fifth year of the current Five-Year Plan. She reviewed the process and how the 2014 Program Year Action Plan is required to be adopted as part of the Five-Year Consolidated Plan. The funding comes from the Department of Housing and Urban Development. The 2014 allocation is \$376,349 plus \$51,899 remaining from previous years. She reviewed the various items that can be included and listed the projects in each of the categories, noting how the funding meets CDBG and City goals. Ms Ashbeck reviewed the CDBG projects that have not been completed from previous Action Plans.

Councilmember Susuras asked how the amount of the grant calculated. Ms. Ashbeck replied that Congress determines the allocation based on a population/income formula.

Councilmember Traylor Smith asked if the City's population decrease will affect next year's allocation amount. Ms. Ashbeck said it could, but it is not likely. The City's allocation has been increasing due to the amount of jobs lost in the community.

Councilmember McArthur asked how the City's allocation compares to other areas within the State. Ms. Ashbeck responded the City receives one of the lowest allocations in the State due to its small size compared to other entitlement communities.

Councilmember Boeschstein complimented Ms. Ashbeck and the Staff on what a great job they have done initiating the safe route to school projects and hopes these types of projects continue to be brought forward.

Councilmember Chazen asked from where did the #11 Orchard Ave sidewalk leveraged funding come. Ms. Ashbeck said that funding came from last year's CDBG allocation.

Council President Norris clarified that applications are submitted for project/fund approval and the City receives requests in excess of the CDBG fund allocation. She noted Ms. Ashbeck does a great job putting this all together.

There were no public comments.

The public hearing was closed at 7:55 p.m.

Resolution No. 19-14 - A Resolution Adopting the 2014 Program Year Action Plan as a Part of the City of Grand Junction Five-Year Consolidated Plan for the Grand Junction Community Development Block Grant (CDBG) Program

Councilmember Traylor Smith moved to adopt Resolution No. 19-14. Councilmember Chazen seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 8:00 p.m.

Stephanie Tuin, MMC
City Clerk



Date: June 18, 2014
Author: Scott D. Peterson
Title/ Phone Ext: Senior Planner/1447
Proposed Schedule: 1st
Reading: July 2, 2014
2nd Reading: July 16, 2014
File #: VAC-2014-175

Attach 2
CITY COUNCIL AGENDA ITEM

Subject: Vacating a Portion of Hacienda Street Right-of-Way
Action Requested/Recommendation: Introduce a Proposed Ordinance and Set a Public Hearing for July 16, 2014
Presenter(s) Name & Title: Scott D. Peterson, Senior Planner

Executive Summary:

Request to vacate a portion of Hacienda Street in anticipation of a residential subdivision to be known as South Rim Hollow to facilitate a proposed development.

Background, Analysis and Options:

The applicant, Redlands Investment Properties LLC, wishes to vacate a small portion (945 +/- sq. ft. - see attached vacation exhibit) of Hacienda Street. This portion of Hacienda Street will no longer be necessary due to the proposed development of a single-family detached residential subdivision located at 2312 Hacienda Street (14 lots on 3.72 +/- acres). The proposed subdivision is currently under review (City file number SUB-2014-174).

The proposed vacation will not impede traffic, pedestrian movement or access along Hacienda Street. There are no public utilities located within the vacation area. As proposed, Hacienda Street will be extended into the proposed subdivision as a 38' wide right-of-way in accordance with City's Alternative Residential Street Standards of the TEDS (Transportation Engineering Design Standards) Manual. Current width of the existing right-of-way for Hacienda Street is 50'.

How this item relates to the Comprehensive Plan Goals and Policies:

The vacation of a portion of Hacienda Street implements and meets the following goal and policies from the Comprehensive Plan.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy A. In making land use and development decisions, the City will balance the needs of the community.

Policy C. Increasing the capacity of housing developers to meet housing demand.

Board or Committee Recommendation:

The Planning Commission recommended conditional approval of the request at their June 24, 2014 meeting.

Financial Impact/Budget:

Council directed staff to evaluate on a case by case basis the value of selling ROW's at the time of a vacation request. Based on previous information and the purchase price of ROW recently acquired by the City, staff recommends a value of \$1.00 per square foot. At \$1.00 per square foot, the value of ROW requested through this vacation would be approximately \$945.00.

Legal issues:

The proposed vacation request has been reviewed by the Legal Division.

Other issues:

There are no other issues.

Previously presented or discussed:

This item has not been presented or discussed at a previous City Council meeting or workshop.

Attachments:

Site Location Map / Aerial Photo Map
Comprehensive Plan Future Land Use Map / Existing Zoning Map
Ordinance

BACKGROUND INFORMATION					
Location:		Adjacent to 2312 Hacienda Street			
Applicant:		Redlands Investment Properties, LLC - Cliff Anson			
Existing Land Use:		Hacienda street right-of-way			
Proposed Land Use:		Residential subdivision to be known as South Rim Hollow			
Surrounding Land Use:	North	Single-family residential			
	South	Single-family residential			
	East	Vacant land			
	West	Single-family residential			
Existing Zoning:		R-4 (Residential - 4 du/ac)			
Proposed Zoning:		N/A			
Surrounding Zoning:	North	R-4 (Residential - 4 du/ac)			
	South	R-5 (Residential - 5 du/ac)			
	East	PD (Planned Development)			
	West	R-4 (Residential - 4 du/ac) and R-5 (Residential - 5 du/ac)			
Future Land Use Designation:		Residential Medium Low (2 - 4 du/ac)			
Zoning within density range?		X	Yes		No

Section 21.02.100 of the Grand Junction Zoning and Development Code:

The vacation of a portion of the existing right-of-way shall conform to the following:

- a. The Comprehensive Plan, Grand Valley Circulation Plan, and other adopted plans and policies of the City.

Granting the request to vacate a small portion of the existing right-of-way does not conflict with the Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies of the City. The requested vacation of right-of-way is in anticipation of a future residential subdivision.

Therefore, this criterion has been met.

- b. No parcel shall be landlocked as a result of the vacation.

No parcels will be landlocked as a result of this vacation request. The adjacent property (3.72 +/- acres) is proposed to be developed by the applicant into a residential subdivision that will include 14 lots.

Therefore, this criterion has been met.

- c. Access to any parcel shall not be restricted to the point where access is unreasonable, economically prohibitive or reduces or devalues any property affected by the proposed vacation.

Access will not be restricted to any parcel.

Therefore, this criterion has been met.

- d. There shall be no adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land shall not be reduced (e.g. police/fire protection and utility services).

No adverse impacts on the health, safety, and/or welfare of the general community and the quality of public facilities and services provided to any parcel of land will not be reduced by the result of this vacation request. There are no utilities located within this requested vacation area and there were no objections provided from the applicable utility review agencies during the review process.

Therefore, this criterion has been met.

- e. The provision of adequate public facilities and services shall not be inhibited to any property as required in Chapter 21.06 of the Grand Junction Zoning and Development Code.

Adequate public facilities and services will not be inhibited to any property as a result of this proposed vacation request. The applicant is requesting to vacate this portion of Hacienda Drive in order to incorporate the area within their proposed subdivision design which is currently under review.

Therefore, this criterion has been met.

- f. The proposal shall provide benefits to the City such as reduced maintenance requirements, improved traffic circulation, etc.

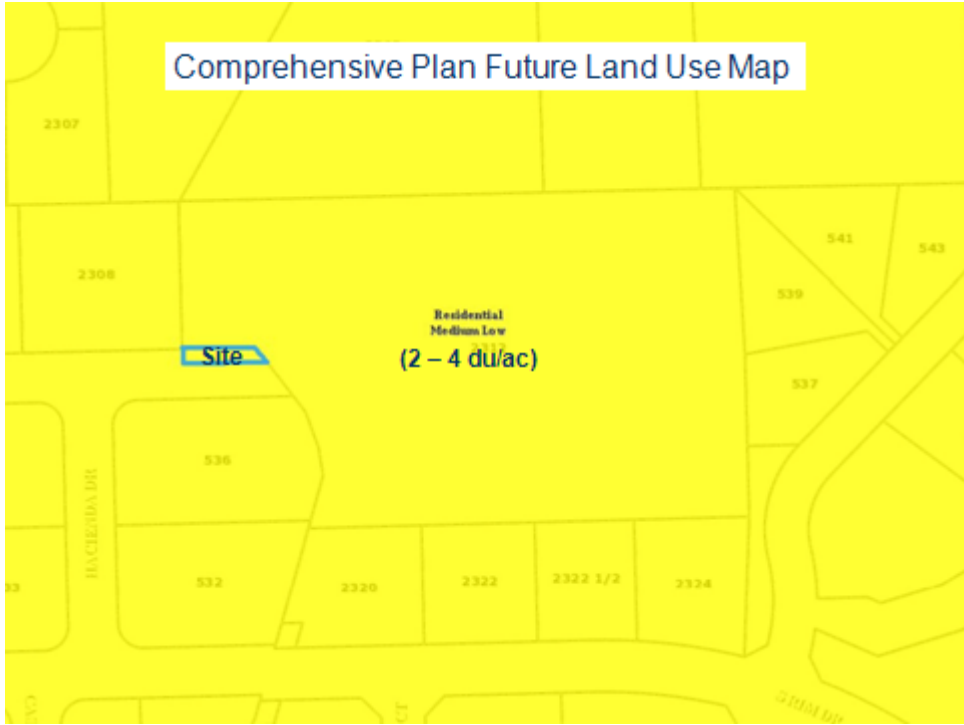
Maintenance requirements for the City will not change as a result of the proposed right-of-way vacation. There are no public utilities located within the proposed vacation area and no negative comments were received from the Utility review agencies during the review process.

FINDINGS OF FACT/CONCLUSIONS AND CONDITIONS:

After reviewing the Hacienda Street right-of-way vacation application, VAC-2014-175 for the vacation of a portion of public right-of-way, the following findings of fact, conclusions and conditions have been determined:

1. The requested right-of-way vacation is consistent with the Comprehensive Plan.
2. The review criteria in Section 21.02.100 (c) of the Grand Junction Zoning and Development Code have all been met.
3. Approval of the right-of-way vacation is conditioned upon the approval and recording of a subdivision plat for the proposed residential development for the subject property currently under review by the Community Development Division (File # SUB-2014-174).

Comprehensive Plan Future Land Use Map



Existing Zoning Map



CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF THE HACIENDA STREET RIGHT-OF-WAY FOR THE PROPOSED SOUTH RIM HOLLOW SUBDIVISION

LOCATED AT 2312 HACIENDA STREET

RECITALS:

The applicant, Redlands Investment Properties LLC, wishes to vacate a small portion (945 +/- sq. ft. – see attached Exhibit A) of Hacienda Street which is no longer necessary in-lieu of anticipation of developing a future single-family detached residential subdivision located on the property of 2312 Hacienda Street (14 lots on 3.72 +/- acres) which is currently under review (City file number SUB-2014-174).

The proposed vacation of a portion of this right-of-way will not impede traffic, pedestrian movement or access along Hacienda Street. There are also no public utilities located within the vacation area. As proposed, Hacienda Street will be extended into the proposed property and be dedicated as a 38' wide right-of-way in accordance with City's Alternative Residential Street Standards of the TEDS (Transportation Engineering Design Standards) Manual. Current width of the existing right-of-way for Hacienda Street is 50'.

The City Council finds that the request is consistent with the Comprehensive Plan, the Grand Valley Circulation Plan and Section 21.02.100 of the Grand Junction Zoning and Development Code.

The Planning Commission, having heard and considered the request, found the criteria of the Code to have been met, and recommends that the vacation be conditionally approved.

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

The following described dedicated right-of-way for is hereby vacated subject to the listed conditions:

1. Applicant shall pay all recording/documentary fees for the Vacation Ordinance, any easement documents and dedication documents.
2. Approval of the right-of-way vacation is conditioned upon the approval and recording of a subdivision plat for the proposed residential development for the subject property currently under review by the Community Development Division (File # SUB-2014-174).

The following right-of-way is shown on "Exhibit A" as part of this vacation of description.

Dedicated right-of-way to be vacated:

A TRACT OF LAND SITUATED IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO RECORDED IN BOOK 11, PAGE 66, RECEPTION #1033226 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE WEST LINE OF SECTION 8, AND CONSIDERING THE WEST LINE OF THE NW1/4 SW1/4 OF SAID SECTION 8 BEARS N 00° 03' 12" E AS THE BASIS OF BEARINGS AND ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE N 37° 56' 16" E A DISTANCE OF 833.24 FEET TO THE TRUE POINT OF BEGINNING OF THE VACATION OF PORTION OF HACIENDA STREET RIGHT OF WAY, SAID POINT BEING THE NORTHWEST CORNER OF THE OF THE VACATION OF SAID RIGHT OF WAY, THENCE N 89° 58' 35" E A DISTANCE OF 73.09 FEET TO THE EAST LINE OF SAID RIGHT OF WAY, THENCE S 36° 01' 18" E ALONG THE EAST LINE OF SAID RIGHT OF WAY A DISTANCE OF 15.08 FEET, THENCE S 89° 58' 40" W A DISTANCE OF 81.85 FEET, THENCE N 00° 31' 03" W A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING.

THE AREA OF THE VACATION IS 945.0 SQ. FT.

Introduced for first reading on this _____ day of _____, 2014 and ordered published in pamphlet form.

PASSED and ADOPTED this _____ day of _____, 2014 and ordered published in pamphlet form.

ATTEST:

President of City Council

City Clerk

EXHIBIT 'A'

RIGHT OF WAY VACATION

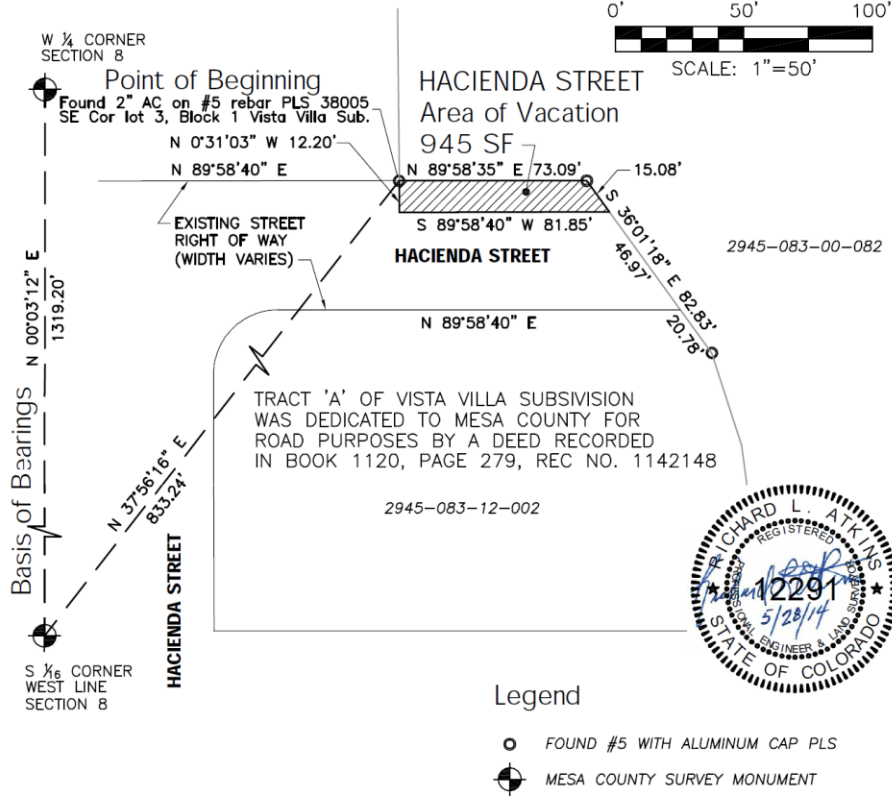
VACATION OF A PORTION OF HACIENDA STREET RIGHT OF WAY

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 WEST, UTE MERIDIAN, COUNTY OF MESA, STATE OF COLORADO RECORDED IN BOOK 11, PAGE 66, RECEPTION #1033226 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH $\frac{1}{8}$ CORNER ON THE WEST LINE OF SECTION 8, AND CONSIDERING THE WEST LINE OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SAID SECTION 8 BEARS N 00° 03' 12" E AS THE BASIS OF BEARINGS AND ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO,
 THENCE N 37° 56' 16" E A DISTANCE OF 833.24 FEET TO THE TRUE POINT OF BEGINNING OF THE VACATION OF PORTION OF HACIENDA STREET RIGHT OF WAY, SAID POINT BEING THE NORTHWEST CORNER OF THE OF THE VACATION OF SAID RIGHT OF WAY, THENCE N 89° 58' 35" E A DISTANCE OF 73.09 FEET TO THE EAST LINE OF SAID RIGHT OF WAY, THENCE S 36° 01' 18" E ALONG THE EAST LINE OF SAID RIGHT OF WAY A DISTANCE OF 15.08 FEET, THENCE S 89° 58' 40" W A DISTANCE OF 81.85 FEET, THENCE N 00° 31' 03" W A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING.

THE AREA OF THE VACATION IS 945.0 SQ FT



Legend

- FOUND #5 WITH ALUMINUM CAP PLS
- MESA COUNTY SURVEY MONUMENT

DRAWING NUMBER 1 OF 1	SURVEYOR	RLA	RIGHT OF WAY VACATION HACIENDA STREET SOUTH RIM HOLLOW SUBDIVISION GRAND JUNCTION, COLORADO	ATKINS AND ASSOCIATES, INC. 518 28 Road, Suite B-105 Grand Junction, Colorado 81501 P 970.245.6630 F 970.245.2355
	DRAFTING	SLA		
	DATE	5/28/14		
	JOB NO.	14001E		



Date: June 20, 2014
 Author: Paula Creasy
 Title/ Phone Ext: Project Manager
5459
 Proposed Schedule: July 2, 2014
 2nd Reading
 (if applicable): _____
 File # (if applicable): _____

Attach 3
CITY COUNCIL AGENDA ITEM

Subject: Construction of Radio Tower Site in the Town of Collbran
Action Requested/Recommendation: Authorize the Grand Junction Regional Communication Center to Sign Final Contract with G4S Technology LLC for the Total of \$309,956.77 to Construct a Communications Tower and Shelter
Presenter(s) Name & Title: John Camper, Police Chief Mike Nordine, Deputy Police Chief Paula Creasy, Project Manager Jay Valentine, Internal Services Manager

Executive Summary:

This request is for the Grand Junction Regional Communication Center (GJRCC) to enter into a contract with G4S Technology LLC for the construction of the communications tower and shelter at the Mesa County Road and Bridge site in the Town of Collbran.

Background, Analysis and Options:

The City of Grand Junction operates the Grand Junction Regional Communication Center (GJRCC) which serves twenty two agencies in the County, and is responsible for the operation, maintenance, planning, procurement and installation of radio communication resources for public safety agencies serving the county.

In 2010, the City of Grand Junction was awarded a DOLA Grant for \$600,000 with a \$300,000 match to build an East tower.

After more than three years of searching for land and negotiating with property owners in the surrounding areas of the Town of Collbran, the Grand Junction Regional Communications Center selected the Mesa County Road and Bridge site to construct a communications tower and expand radio coverage in the Town of Collbran area and surrounding area. This will be the ninth radio site added to the digital trunked radio system infrastructure.

This contract will provide the construction of the tower and shelter for the project. However, in preparation for the full scope of this project, the following services and equipment have been acquired:

- In fall of 2012, the Motorola radio equipment was purchased for \$494,944 to be used at two tower sites, one for the West area of the County (now at Redlands) and for the East area, which will be in the Town of Collbran. These expenses, combined with other related expenses, met the grant requirements for the match. This was a Sole Source Purchase based on earlier City Council decision.
- In spring of 2013, microwave link equipment was purchased for \$79,274 to be used at the Collbran site.
- In the fall of 2013, a Special Use Permit was approved by the Town of Collbran to build a 120 foot tower.
- In fall of 2013, soil report of the property was completed by Huddleston-Berry Engineering and Testing, LLC
- In winter of 2013, Engineering Specialties provided a tower specification's document that was included in the RFP.
- In spring 2014, an MOU was signed between the Mesa County Commissioners and the GJRCC allowing construction to occur at their Mesa County Road and Bridge site.

Once the project is complete, GJRCC will own and manage the equipment located at this site. Ongoing maintenance costs will be incorporated into existing maintenance agreements held by GJRCC. GJRCC will continue to manage electric utilities, generator maintenance and fueling, and building.

A formal Request for Proposal was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. Two companies submitted formal proposals, which were both found to be responsive and responsible, with fee amounts as follows:

FIRM	LOCATION	COST
G4S Technology, LLC	Omaha, NE	\$309,956
Teltech Communications, LLC	Grand Junction, CO	\$396,002

After careful evaluation of the proposals received, G4S Technology, LLC was selected as the preferred proposer.

This project is scheduled to be completed by September 30, 2014.

How this item relates to the Comprehensive Plan Goals and Policies:

The ability for first responders to talk to their dispatcher is currently very limited in some areas on Grand Mesa, which creates safety concerns for those responders when critical information cannot be communicated. Adding the Collbran radio site to this system will

greatly improve radio coverage for first responders in and around the Town of Collbran.

Board or Committee Recommendation:

The Mesa County Commissioners and the Town of Collbran Council have both reviewed the site plan and approved the construction of the 120ft. tower at this site.

Financial Impact/Budget:

911 Fund Budget for Collbran Tower Project			750,000.00
Project Cost to Date			
Motorola Radio Equipment Purchase for Redlands Tower and Collbran Tower total \$495,944	(Collbran Tower amount)	247,272.17	
Microwave Link from Collbran Tower to Grand Mesa Tower		39,439.67	
Engineering Specialties – 120 ft. tower/foundation/RFP review		18,300.00	
Generator Purchase		21,160.40	
Misc. equipment/services/		9,890.11	
Subtotal		336,062.35	
Current Request			
Project cost to date		336,062.35	
G4S Technology LLC Construction	(current request)	309,956.77	
Project costs (includes construction)		646,019.12	646,019.12
DOLA Grant	Match \$300,000 (Redlands Tower)		-600,000.00
911 fund cost, including construction			46,019.12
911 Fund Balance for Collbran Tower Project			
Remaining Funds for Collbran Tower Project			103,980.88

Legal issues:

There are no known legal issues with the procurement; following approval standard contracts will be executed.

Other issues:

There are no other issues identified.

Previously presented or discussed:

Microwave Link Equipment connecting Collbran site (formally known as Spruce Point) to Grand Mesa for \$79,274 went to City Council for approval on April 17, 2013.

DOLA Grant award was in 2010.

Attachments:

Collbran Tower site plan

GJRCC – Mesa County MOU which includes the Collbran Special Use Permit



NOTE: ALL COORDINATES SHOWN ARE MESA COUNTY LOCAL COORDINATE SYSTEM

REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
1			JJV	9/2/2013
2			JJV	9/2/2013
3				
4				

DESIGNED BY	DATE
JJV	9/2/2013

SCALE

CITY OF Grand Junction COLORADO

PUBLIC WORKS AND PLANNING ENGINEERING DIVISION

COLLBRAN 911 COMMUNICATIONS TOWER SITE MAP

MESA COUNTY, COLORADO
RESOLUTION NO. BOCC 2014-103

RESOLUTION DIRECTING THE COMMISSIONER TO CONVEY REAL ESTATE TO EXECUTE A LICENSE AGREEMENT BETWEEN MESA COUNTY AND THE GRAND JUNCTION EMERGENCY TELEPHONE SERVICES AUTHORITY BOARD FOR THEIR USE OF THE COLLBRAN ROAD AND BRIDGE PROPERTY TO INSTALL A COMMUNICATIONS TOWER

WHEREAS, the Board of County Commissioners, acting on behalf of Mesa County, Colorado is authorized to purchase, hold and sell real property by §30-11-101, C.R.S.; and

WHEREAS, Mesa County owns real property located at 15620 57½ Road, Collbran, Mesa County, Colorado, Mesa County Tax Parcel #2667-341-00-931; and

WHEREAS, the Board of County Commissioners is authorized by §30-11-103 and §30-11-107, C.R.S. to make such orders concerning County property as the Board deems expedient; and

WHEREAS, Mesa County has received a request from the Grand Junction Emergency Telephone Services Authority Board to install 1 – 800 MHz radio tower on said real property in an effort to provide emergency communications to deadspot areas in the Collbran/Plateau Valley areas; and

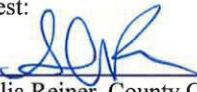
WHEREAS, Mesa County desires to execute the attached License Agreement stipulating the terms and conditions for the installation and maintenance of said radio tower:

NOW THEREFORE IS HEREBY RESOLVED THAT:

The Board of County Commissioners hereby accepts the attached License Agreement between the County of Mesa and the Grand Junction Emergency Telephone Services Authority Board and authorizes the Commissioner to Convey Real Estate to sign and to record said License Deed in the records of the Mesa County Clerk and Recorder on behalf of the Board of County Commissioners of Mesa County, Colorado.

DULY MOVED, SECONDED AND PASSED THIS 22th DAY OF April 2014

Attest:


Shelia Reiner, County Clerk
Mesa County, Colorado




John Justman, Chair
Board of Mesa County Commissioners

MESA COUNTY, COLORADO

**LICENSE AGREEMENT BETWEEN THE COUNTY OF MESA, COLORADO AND
THE GRAND JUNCTION EMERGENCY TELEPHONE SERVICES AUTHORITY
BOARD CONCERNING THE USE OF MESA COUNTY REAL PROPERTY
KNOWN AS THE COLLBRAN ROAD AND BRIDGE SHOP
AND MORE PARTICULARLY DESCRIBED AS
MESA COUNTY TAX PARCEL # 2667-341-00-931**

THIS LICENSE AGREEMENT (hereafter "License") is entered into by and between the **County of Mesa**, a political subdivision of the State of Colorado, (hereafter "County"), and **Grand Junction Emergency Telephone Services Authority Board** (hereafter "GJETSAB"), together referred to as "Parties".

RECITALS

WHEREAS, County acquired certain real property described on a Warranty Deed recorded in Book 3624 at Page 45 of the general records of the Mesa County Clerk and Recorder (hereafter "Premises"), attached as Exhibit "A" and an aerial photo of same is attached as "Exhibit A-1"; and

WHEREAS, County acquired said property in 2004 to utilize it for a county road and bridge shop in that vicinity of Mesa County, as well as for a Mesa County Sheriff's Office substation,; and

WHEREAS, Mesa County endeavors to support all reasonable efforts to protect and assist the health and safety of all its citizens; and

WHEREAS, GJETSAB has approached Mesa County to construct, operate, and maintain an 800 MHz radio tower, and supporting building for said tower, and wishes to place said building and tower on the Premises and to establish an arrangement and agreement for the use and maintenance of the building, tower, and Premises; and

WHEREAS, such radio coverage would improve coverage for GJETSAB's health and safety missions in this area and the Town of Collbran for its purposes and all public safety responders including the Mesa County Sheriff's Office and other Mesa County departments using this frequency and thereby assist the residents of Mesa County; and

WHEREAS, the Board of County Commissioners of Mesa County, Colorado is authorized by 30-11-103 and 30-11-107, C.R.S. to make such orders concerning county property as the Board deems expedient:

NOW, THEREFORE, in consideration of the recitals stated above and the keeping and performance of the covenants and agreements of this License hereinafter set forth, the Parties agree as follows:

I. TERM AND TERMINATION

- A. The term of this License (hereafter “Term”) shall commence upon approval and execution of this License by the Parties.
- B. This License shall terminate thirty (30) years from execution of this License, unless extended in writing or unless terminated as provided herein.
- C. GJETSAB may terminate this License at any time. If GJETSAB terminates this License, then, if County so directs in writing, GJETSAB may be required to remove the afore-said building and tower at its own expense.
- D. After fifteen (15) years the County may terminate this License for “no cause” at any time, upon giving GJETSAB 365 days’ notice. GJETSAB shall be given reasonable time and access to remove its property and fixtures; however, prior to the expiration of the fifteen year term, termination of this License by County may only be for “just cause.” Termination for cause would result in the removal by the County of the building and tower from the Premises at GJETSAB’s expense. “Just cause” is defined as GJETSAB failing to meet the terms of this agreement or sale of the property.
- E. Default procedure. If a Party violates or breaches or fails to keep or perform any material covenant, agreement, term or condition of this License at the time designated; the non-breaching party must give notice in writing to the person noted below. The breach or condition identified in the notice must be remedied within thirty (30) days after written notice is given.
- F. Upon termination of this agreement, GJETSAB shall immediately cease entering the Premises, unless GJETSAB has the express written consent of the County and/or entry is for the limited purpose of removing the GJETSAB property.

II. PURPOSE AND ALLOWED USE

- A. This License is for the purpose of providing land for GJETSAB to facilitate radio signal and transmission in the Collbran vicinity. This license also contemplates that GJETSAB will share the tower appropriately with other providers who apply and are approved by the GJETSAB to install and operate communication equipment for public and private technological communication in the vicinity of the tower. To that end, Mesa County hereby grants GJETSAB a license for that purpose, according to the terms set forth herein, to construct, operate, and maintain a building and radio tower site on the Mesa County road and bridge property located at 15620 57 ½ Road, Collbran, Colorado as shown on Exhibit “A” and “A-1” and which is also known as Mesa County Tax Parcel No. 2667-341-00-931.

B. In connection therewith, GJETSAB shall be responsible for the following:

- a. Construct a 12' x 16' building and 120' self-supporting tower as approved by the Town of Collbran. See Exhibit "B" for said approval permit. The building and tower will be generally as depicted on Exhibit "C" hereto excepting minor variations.
- b. Maintain the building and tower as is reasonably necessary to keep it safe and structurally sound.
- c. Install necessary and required radio equipment, batteries, cabling, and associated equipment in the building.
- d. Paint the building with dark green paint so that it blends in with the surrounding landscape. The outside of the building will be lit with a motion light.
- e. Ensure that the tower and attached antennas will have a non-reflective finish.
- f. Light the tower with such light that it flashes white during the day and red at night. In accordance with FAA standards, the lighting will provide tower visibility to the helicopter landing zone located south of the tower property.
- g. Sign the radio tower and any support building on the site with the GJETSAB's name address, and phone number.
- h. Install transfer switch and natural gas generator for backup power that shall only be used for the operation of GJETSAB.
- i. Build, and then maintain, a six-foot chain link fence around the site with one access gate. The fence will be topped with razor wire. GJETSAB will obtain pre-approval of the Mesa County Road and Bridge Supervisor on the location of the perimeter of the fence which approval shall not be unreasonably denied.
- j. Comply with the Town of Collbran's permit as well as other applicable county, state, and federal laws and regulations for the construction and operation of the building, tower, and equipment.
- k. Comply with FCC operating standards and regulations for the operation and maintenance of the site, tower, and equipment.
- l. GJETSAB will install its own electrical and gas meters and will be responsible for the cost of utilities.
- m. GJETSAB will obtain all required town, county, state, and federal permits for this project.
- n. GJETSAB may allow other private or public entities to use their building and tower; however, before entering into an agreement with such entities, GJETSAB shall contact Mesa County so that Mesa County can attempt to negotiate access agreements with those entities, which assent Mesa County will not unreasonably deny, but which assent shall be a necessary prerequisite for additional entities to use the building and tower.
- o. GJETSAB agrees that its authorized staff, technician(s) or contractor(s), shall accompany any and all persons to and from the site when access to the tower and/or building is necessary or required.
- p. GJETSAB agrees that Mesa County may locate its GPS equipment on the tower at no charge and that Mesa County shall be escorted by GJETSAB if and when Mesa County installs or accesses its equipment.

- C. Mesa County is granting this license to GJETSAB without need for access or rental fees from GJETSAB. Mesa County expects a good working relationship with GJETSAB. Further, as set forth above, GJETSAB must keep the improvements in good repair as a condition of this License. If County does not feel that this condition is being met, County shall initially advise GJETSAB in writing and provide no less than a 14 day right to cure. Thereafter, if the defect(s) are not cured, the County may take further actions up to and including termination of this License.
- D. GJETSAB will, at its sole expense, own, maintain and secure the building and tower. The County will neither be held responsible nor liable for the building or tower or damages to it which County, or its agents, did not cause.
- E. Provided that the intent of this License and use of the Premises has not been terminated or abandoned, County will provide snow removal and good access to GJETSAB to the Premises and to GJETSAB's building.
- F. GJETSAB agrees that upon execution of this License, it will proceed with due diligence to construct the building and tower and bring the project to swift completion. Within 30 days of final completion, GJETSAB shall be solely responsible for all utility and maintenance expenses for the building, tower and equipment.
- G. At no time shall County enter the GJETSAB building or tower without permission or GJETSAB escort – save for emergency or Act of God necessitating same.

III. INSURANCE

- A. GJETSAB must maintain in full force and at all times, at GJETSAB's expense, insurance for the building and tower, that includes bodily injury and property damage insuring GJETSAB's use of the building and tower. The County acknowledges that the GJETSAB is self-insured and/or may extend coverage through the Colorado Intergovernmental Risk Sharing Agency (CIRSA). GJETSAB, by and through the City of Grand Junction and/or CIRSA shall provide the County with written confirmation of coverage. The County shall be named as an additional insured. A breach of this condition without cure may result in termination of this License.
- C. County shall not be liable or responsible for any loss or damage to GJETSAB, contractors hired by GJETSAB, any third party who suffers loss due to GJETSAB's use and improvement of the building and tower, or anyone claiming under or through GJETSAB with respect to their use of the building, tower, and Premises as relates to the building and tower.

D. Nothing contained herein shall be, or be construed as, a waiver or relinquishment of rights or immunities provided the County under the Colorado Governmental Immunity Act or similar legislation.

IV. FIRE AND CASUALTY DAMAGE

If the Premises should be damaged or destroyed by fire, wind, flood, tornado or other casualty, such that the Premises can no longer be used for the purpose of this license, this License shall be immediately and effectively terminated. County shall not be responsible to GJETSAB for any damage suffered to its building, tower or equipment as a consequence of these types of events.

V. INDEMNIFICATION

To the extent authorized by Colorado law the GJETSAB shall indemnify, defend, and hold County harmless from and against any and all claims, including third-party claims, arising from the use of its building, tower, or equipment on the Premises whether the claim be by GJETSAB, or any third-party claims arising from a breach or default in the performance of any of the obligations to be performed by GJETSAB under the provisions of this License, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim. Nothing in this Section V shall be or be construed as a waiver or relinquishment of rights or immunities provided GJETSAB under the Colorado Governmental Immunity Act, or any other rights, protections, immunities, defenses or limitations on liability provided to GJETSAB by law. However, the Colorado Governmental Immunity Act shall not preclude or limit the duty to indemnify the County under this Section.

VI. GOVERNING LAW

This License is and shall be deemed performable in the County of Mesa, Colorado and construed in accordance with the laws of the State of Colorado. The venue for any action arising out of or under this license agreement and/or the failure of any person to perform as required shall be in the District Court, Mesa County, Colorado.

VII. ABANDONMENT

If GJETSAB does not enter the building and/or Premises for an inordinate amount of time, but in no event shall this be less than one year, the County shall consider GJETSAB has abandoned this License and the Premises. The County will notify GJETSAB of this abandonment, and may ask GJETSAB to remove all of their personal property, fixtures, and equipment from the Premises upon this abandonment, just as upon termination of this License. If GJETSAB does not remove their personal property within a reasonable amount of time, County may remove, store, dispose, or keep the personal property without liability to County for any loss or without making reimbursement to GJETSAB.

VIII. ASSIGNMENT

This License is personal between County and GJETSAB and may not be assigned by either party. Neither shall this license inure to the successors or assigns of GJETSAB without the prior, express, and written consent of County, which may be withheld at County's sole discretion.

IX. NOTICES AND ADDITIONAL PROVISIONS

- A. Except as otherwise expressly provided herein, all of the covenants and agreements contained in this License shall extend to and be binding upon the successors, assigns, legal representatives, and governing boards of the parties hereto.
- B. All notices or other communications between the Parties pertaining to this License shall be in writing delivered by United States Certified Mail, return receipt requested, and shall be deemed served upon the receiving Party as of the date of mailing indicated on the postal receipt, addressed as follows:

COUNTY:
Mesa County Public Works Director
P.O. Box 20,000, Dept. 5013
Grand Junction, CO 81502
970-244-1765

GJETSAB
Communication Center Manager
555 Ute Avenue
Grand Junction, Co 81501
970-242-6707
With a copy to:
City Attorney
250 N. 5th Street
Grand Junction, CO 81501
907-244-1508

X. LICENSEE HAS NO INTEREST OR ESTATE

GJETSAB expressly acknowledges and agrees that they do not, and shall not claim at any time, any interest or estate of any kind or extent whatsoever in the Premises owned by County, by virtue of the rights granted under this License agreement or GJETSAB's occupancy or use of the Premises of the County under this agreement.

XI. ENTIRE AGREEMENT: AMENDMENTS

This License states the entire agreement of the Parties. No amendment of this License shall be valid or binding unless it is in writing and signed by both the County and GJETSAB.

County of Mesa, a political subdivision of the State of Colorado

by: Stacey Mascarenas
Stacey Mascarenas, Commissioner to Convey Real Estate

STATE OF COLORADO

County of Mesa

The foregoing instrument was acknowledged before me this 29th day of April 2014

by: Stacey Mascarenas

Witness my hand and official seal:

SHIRLEY FOUNTAIN BEALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914013259
COMMISSION EXPIRES DEC. 11, 2017

My notarial commission expires:

Shirley Fountain Beall

12-11-17

Grand Junction Emergency Telephone Services Authority Board

by: John Camper
John Camper, Chief of Police Grand Junction Police Department
Grand Junction Emergency Telephone Services Authority Board Chair

STATE OF COLORADO

County of Mesa

The foregoing instrument was acknowledged before me this 2nd day of May 2014

by: John Camper

Witness my hand and official seal:

My notarial commission expires:

Heidi E. Davidson

HEIDI E. DAVIDSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20014013040
My Commission Expires June 8, 2017

6/8/2017

EXHIBIT "A"

2185542 BK 3624 PG 45
04/06/2004 01:50 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$0.00 SurChg \$0.00
DocFee EXEMPT

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

909605

BK 3624 PG 45

WARRANTY DEED

Grantor(s), **Andy W. Kelley and Judith Vanderleest** whose address is
549 El Rio Court, Grand Junction, CO 81503, County of **Mesa**, State of
COLORADO, for the consideration of **Sixty-Five Thousand And 00/100** in
hand paid, hereby sell(s) and convey(s) to
County of Mesa State of Colorado, a Colorado Political Subdivision
whose legal address is **P O Box 20000, Grand Junction, CO 81502**, County of **Mesa**, and State of **COLORADO**, the
following real property in the County of **Mesa**, and State of **Colorado**, to wit:

**All that portion of the North one half of Section 34, Township 9 South,
Range 95 West of the 6th P.M., described as follows:**

**Beginning at a point 1053.11 feet East and 107.03 feet North of the center
of the Northwest 1/4 of Section 34, Township 9 South, Range 95 West of the
6th P.M.;**
thence South 19°01' East 163.53 feet;
thence South 13°23' East 340.6 feet;
thence South 89°40'15" East 1422.06 feet;
thence North 872 feet;
thence South 74°31' West 395.19 feet;
thence South 75°37' West 1000.1 feet;
thence South 78°53' West 208.54 feet to the point of beginning.

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

with all its appurtenances, and warrant(s) the title to the same, subject to taxes for 2004, payable in 2005 and all
subsequent years, easements, rights of way, reservations and restrictions of record.

Signed this 5th day of April, 2004.

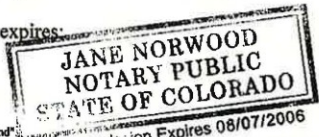
Andy W. Kelley
Andy W. Kelley
Judith Vanderleest
Judith Vanderleest

STATE OF COLORADO,
County of **Mesa**

} ss.

The foregoing instrument was acknowledged before me this 5th day of April, 2004
by **Andy W. Kelley and Judith Vanderleest**.

My commission expires:



Witness my hand and official seal.

Jane Norwood
Notary Public

*If in Denver, insert "City and" before "Section Expires 08/07/2006"

EXHIBIT "A-1"



EXHIBIT "B"



**Town of Collbran
Special Use Permit**

This Special Use Permit is issued to Grand Junction Regional Communications Center (GJRCC) for a site located at 15620 57 1/2 Rd., Collbran, Colorado on property owned by Mesa County and in conformance Section 15.03.080 of the Collbran Municipal Code for a **one-hundred twenty (120) foot Telecommunications tower and a twelve (12) foot by sixteen (16) foot support building**. The property is located in the Public Zone District which includes Telecommunications Towers and Facilities as a Special Use.

The Collbran Board of Trustees held a duly noticed public hearing on Tuesday, November 5, 2013 at which time the application was considered and public testimony was received. The Board of Trustees found that the applicant met the submittal requirements of Chapter 15.07 and the review requirements of Chapter 15.06 and that the proposed use is compatible with the Public Zone District standards and it met the criteria set forth in Section 15.03.080, Special Uses. The Board of Trustees voted to **APPROVE** the application and issue this Special Use Permit with the following conditions:

- 1. The tower and attached antennas shall have a non-specular dulled dark finish that will minimize or eliminate reflection.**
- 2. Exterior lighting on the associated 192 square foot building shall utilize motion activated lighting to minimize lighting impacts while still allowing adequate lighting for security and support staff.**
- 3. The owners and operators shall allow for co-location of other communications antennas/equipment, including private sector equipment, to improve other communications in the Plateau Valley and reduce the need for construction of separate tall antennas.**
- 4. The tower and support building shall be adequately fenced to prevent unauthorized access.**
- 5. The applicant shall meet with the adjacent landowner (Thayer) to investigate an alternate site location which would reduce visual impacts.**
- 4. All representations made by the applicant in the application submittal and verbally before the Board of Trustees are considered part of the application and binding on the applicant.**

This Special Use Permit shall be recorded with the Mesa County Clerk and Recorder.

Date: 12/05/2013


Jeff Phillips - Treasurer/Clerk
Town of Collbran, Colorado



EXHIBIT "C"

Typical building type. Our size will be 12x15

Typical compound. Fence, gravel and building

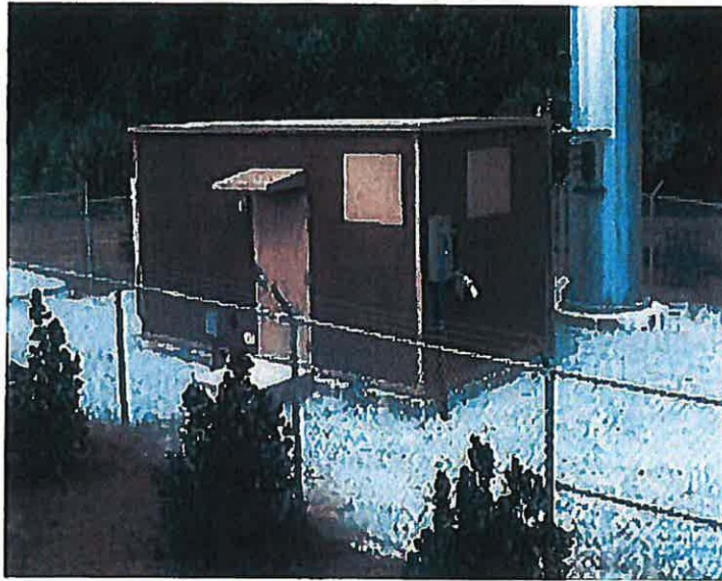


EXHIBIT "C"

Last building we built at Rabbit Valley

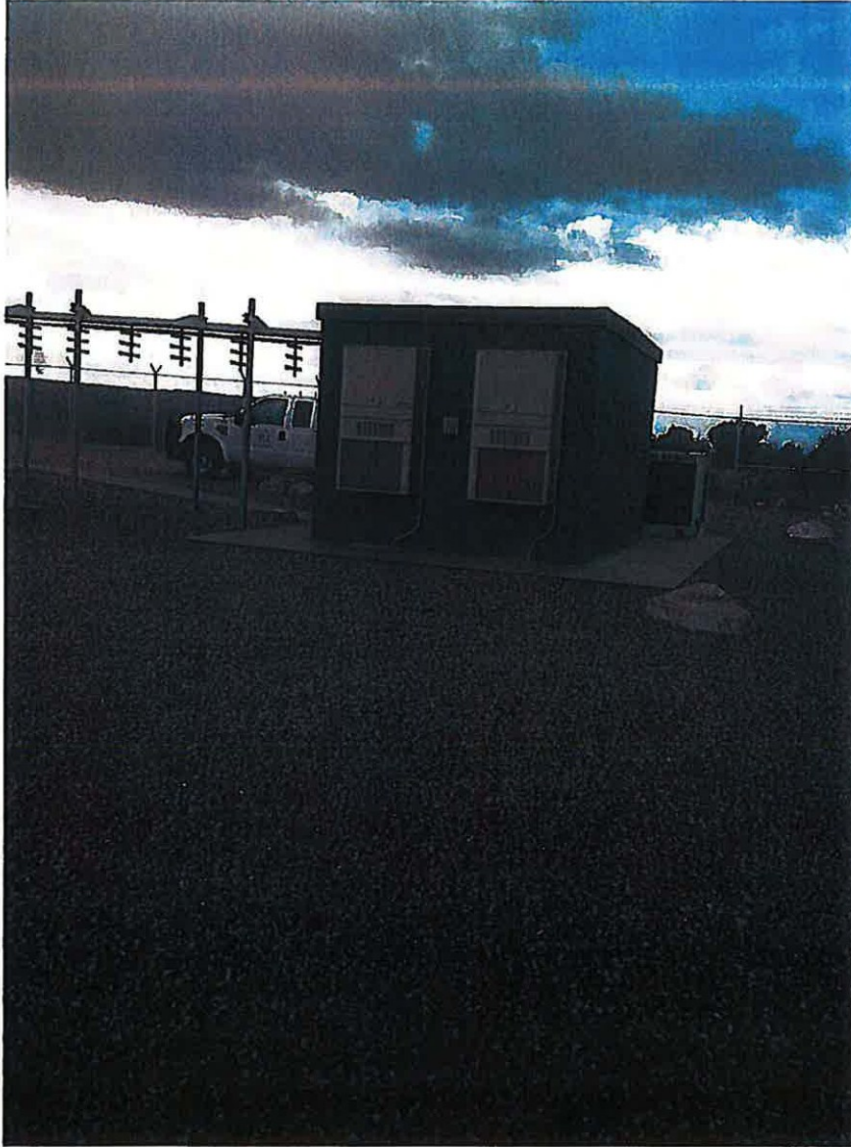


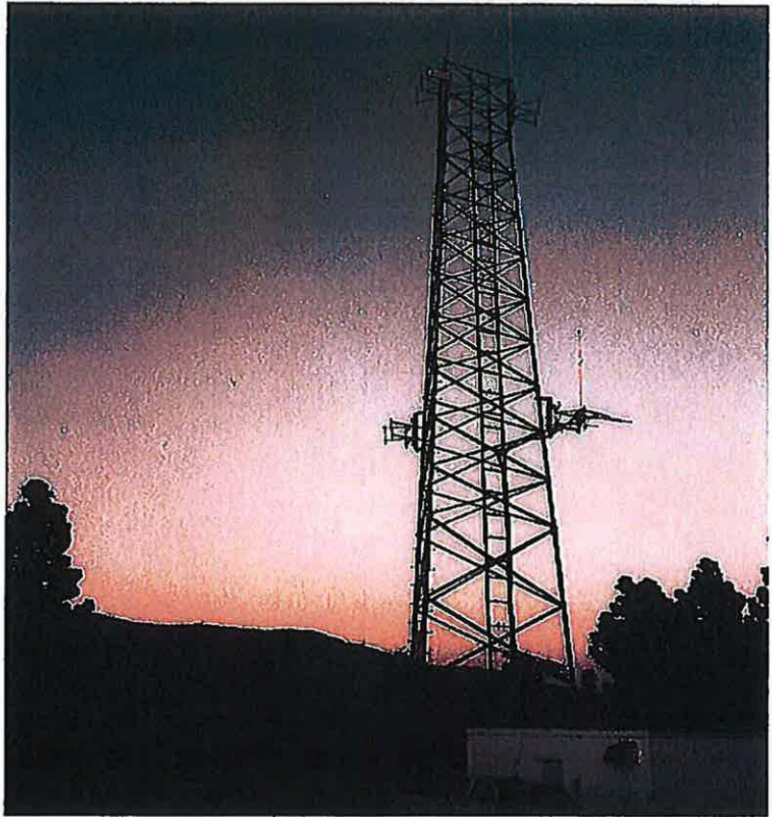
EXHIBIT "C"

Example of generator that will be used



EXHIBIT "C"

Similar to the 120' tower we plan on building





Date: June 19, 2014
 Author: Bret Guillory
 Title/ Phone Ext: Utility Engineer / 244-1590
 Proposed Schedule: July 2, 2014
 2nd Reading
 (if applicable): n/a
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Persigo Waste Water Treatment Plant Flow Equalization Basin Floor Repair
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with Mays Construction Specialties, Inc. for the Persigo Waste Water Treatment Plant Flow Equalization Floor Repair Project in the Amount of \$74,950
Presenter(s) Name & Title: Greg Lanning, Public Works and Utilities Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is to award a construction contract for repair of a floor section on the north flow equalization basin at the Persigo Waste Water Treatment Plant (WWTP).

Background, Analysis and Options:

The flow equalization basins at the Persigo WWTP are utilized to balance the flow of sewage through the treatment plant. While completing routine cleaning of the north flow equalization basin, Persigo staff discovered a damaged area of the floor. This damage, if not repaired, would allow raw sewage to leave the flow equalization basin, resulting in an illicit discharge of raw sewage to the ground water.

The plant is currently operating without this north flow equalization basin on a temporary basis. If the City experiences heavy rains without the north basin in operation, there is a risk of overtaxing the treatment plant. If approved at this Council meeting, there will be adequate time to complete the repair before the expected rainy season.

A formal request for quote was sent out to potential vendors capable of completing this project. One quote was received and the amount of the quote was higher than the engineers estimate. Because of this, a formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractors Association, and advertised in The Daily Sentinel. One company submitted a formal bid, which was found to be responsive and responsible in the following amount:

FIRM	LOCATION	COST
Mays Construction Specialties, Inc.	Grand Junction, CO	\$74,950

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

This repair and maintenance will guard against failure and ensure longevity for the wastewater treatment plant.

Board or Committee Recommendation:

None.

Financial Impact/Budget:

Funds for this project are available in the Joint Sewer Fund's Plant Backbone Improvements budget of \$981,444.

Legal issues:

The City Attorney is aware of no legal issues with the procurement; once awarded the project will utilize form agreements reviewed and approved by the City Attorney.

Other issues:

None.

Previously presented or discussed:

Not previously presented or discussed.

Attachments:

None.



Attach 5

CITY COUNCIL AGENDA ITEM

Date: June 24, 2014
Author: Brian Rusche
Title/ Phone Ext: Senior Planner/4058
Proposed Schedule: 1st Reading: May 21, 2014 and June 18, 2014
2nd Reading: July 2, 2014
File #: ANX-2014-170 and RZN-2014-171

Subject: GSI Annexation and Zoning; GSI Rezone, Located at 543 31 Road
Action Requested/Recommendation: Adopt a Resolution Accepting the Petition for Annexation, Adopt Proposed Ordinances Annexing and Zoning the GSI Annexation, and Adopt a Proposed Ordinance Rezoning the GSI Property, Located at 543 31 Road, and Order Publication of the Ordinances in Pamphlet Form
Presenter(s) Name & Title: Brian Rusche, Senior Planner

Executive Summary:

A request to annex and zone the GSI Annexation, located at 543 31 Road. The GSI Annexation consists of one parcel of 0.707 acres and no public right-of-way. The requested zoning is a C-2 (General Commercial) zone district.

A request to rezone 0.728 acres located at 543 31 Road from a C-1 (Light Commercial) to a C-2 (General Commercial) zone district.

Background, Analysis and Options:

The GSI Annexation includes property platted as Lot 8 of 31 Road Business Park in 1981. An adjacent parcel, Lot 1, was annexed in 1999 as the Eberhart Annexation No. 2. A church previously occupied the building on Lot 1 and owned the vacant Lot 8. Both properties were purchased in 2013 and are assessed as one parcel. The current property owner has requested annexation of Lot 8 into the City and a zoning of C-2 (General Commercial) to facilitate a proposed storage building in conjunction with new offices, located within the remodeled church on Lot 1. Concurrently, Lot 1 is considered for rezoning to C-2 (General Commercial) for consistency.

Under the 1998 Persigo Agreement with Mesa County certain proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation and processing in the City. Land annexed to the City shall be zoned in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. The proposed zoning of C-2 (General Commercial) implements the Comprehensive Plan Future Land Use Map designation of the property as Commercial.

In order to maintain consistency of zoning for the property, which includes both lots, staff recommended that the applicant consider rezoning Lot 1 to C-2 (General Commercial). The proposed rezone would in no way impact the previously approved conversion to office space, as offices are an allowed use in the C-2 zone.

The review criteria in Section 21.02.140 of the Grand Junction Municipal Code have all been met. See attached Staff Report/Background Information for additional detail.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

Annexation of this property will allow for efficient provision of municipal services.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The property is located within a designated commercial corridor along the I-70 Business Loop.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

The City will provide appropriate commercial and industrial development opportunities in order to implement this goal. The annexation, proposed zoning and rezoning, and subsequent expansion of an existing business qualifies as one of those opportunities.

Board or Committee Recommendation:

On June 10, 2014 the Planning Commission forwarded a recommendation of approval of the C-2 (General Commercial) zone district for both Lot 1 and Lot 8.

Financial Impact/Budget:

The provision of municipal services will be consistent with adjacent properties already in the City. Property tax levies and municipal sales/use tax will be collected, as applicable, upon annexation.

Legal issues:

The proposed annexation is consistent with the 1998 Persigo Agreement and Colorado law. The City Council has jurisdiction and may lawfully entertain the petition for annexation.

The proposed amendment has been reviewed by the Legal Division and found to be compliant with applicable law.

Other issues:

A Neighborhood Meeting was held on March 12, 2014. A copy of those in attendance is attached. No objections were raised about the proposed business expansion at this location.

Previously presented or discussed:

Resolution No. 15-14 Referring the Petition for Annexation was adopted on May 21, 2014.

First Reading of both Zoning Ordinances was June 18, 2014.

Attachments:

1. Staff report/Background information
2. Neighborhood Meeting sign-in sheet
3. Annexation Map
4. Aerial Photo
5. Comprehensive Plan - Future Land Use Map
6. Existing City and County Zoning Map
7. Acceptance Resolution
8. Annexation Ordinance – Lot 8
9. Zoning Ordinance – Lot 8
10. Zoning Ordinance – Lot 1

STAFF REPORT / BACKGROUND INFORMATION				
Location:		543 31 Road		
Applicants:		Kim S. Ruckman		
Existing Land Use:		Office – Lot 1 Vacant – Lot 8		
Proposed Land Use:		Office – Lot 1 Storage – Lot 8		
Surrounding Land Use:	North	Commercial		
	South	Commercial		
	East	Residential		
	West	Commercial		
Existing Zoning:		C-1 (Light Commercial) – Lot 1 County I-1 (Limited Industrial) – Lot 8		
Proposed Zoning:		C-2 (General Commercial)		
Surrounding Zoning:	North	County PUD (Planned Unit Development)		
	South	County B-2 (Concentrated Business)		
	East	County RSF-4 (Residential Single-Family)		
	West	C-1 (Light Commercial) County I-1 (Limited Industrial)		
Future Land Use Designation:		Commercial		
Zoning within density/intensity range?		X	Yes	No

Staff Analysis:

ANNEXATION – LOT 8:

This annexation area consists of 0.707 acres of land and is comprised of one (1) parcel and no public right-of-way.

The property owner has requested annexation into the City to allow for development of the property. Under the 1998 Persigo Agreement with Mesa County proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation and processing in the City.

It is staff's opinion, based on review of the petition and knowledge of applicable state law, including the Municipal Annexation Act Pursuant to C.R.S. 31-12-104, that the GSI Annexation is eligible to be annexed because of compliance with the following:

- a) A proper petition has been signed by more than 50% of the owners and more than 50% of the property described;

- b) Not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing City limits;
- c) A community of interest exists between the area to be annexed and the City. This is so in part because the Central Grand Valley is essentially a single demographic and economic unit and occupants of the area can be expected to, and regularly do, use City streets, parks and other urban facilities;
- d) The area is or will be urbanized in the near future;
- e) The area is capable of being integrated with the City;
- f) No land held in identical ownership is being divided by the proposed annexation;
- g) No land held in identical ownership comprising 20 contiguous acres or more with an assessed valuation of \$200,000 or more for tax purposes is included without the owner's consent.

The following annexation and zoning schedule is being proposed:

<i>ANNEXATION SCHEDULE</i>	
May 21, 2014	Referral of Petition (30 Day Notice), Introduction of a Proposed Ordinance, Exercising Land Use
June 10, 2014	Planning Commission considers Zone of Annexation
June 18, 2014	Introduction of a Proposed Ordinance on Zoning by City Council
July 2, 2014	Acceptance of Petition and Public Hearing on Annexation and Zoning by City Council
August 3, 2014	Effective date of Annexation and Zoning

GSi ANNEXATION SUMMARY		
File Number:		ANX-2014-170
Location:		543 31 Road
Tax ID Number:		2943-094-77-012
# of Parcels:		1
Estimated Population:		0
# of Parcels (owner occupied):		0
# of Dwelling Units:		0
Acres land annexed:		0.707
Developable Acres Remaining:		0.707
Right-of-way in Annexation:		None
Previous County Zoning:		County I-1 (Limited Industrial)
Proposed City Zoning:		C-2 (General Commercial)
Current Land Use:		Vacant
Future Land Use:		Storage
Values:	Assessed:	\$22,770
	Actual:	\$78,520
Address Ranges:		543 31 Road
Special Districts:	Water:	Clifton Water District
	Sewer:	Persigo 201 sewer service boundary
	Fire:	Clifton Fire Protection District
	Irrigation:	Palisade Irrigation District
	Drainage:	Grand Valley Drainage District
	School:	Mesa County Valley School District #51
	Pest:	Grand River Mosquito Control District

ZONE OF ANNEXATION – LOT 8:

Background

The subject property was platted as Lot 8 of 31 Road Business Park in 1981. An adjacent parcel, Lot 1, was annexed in 1999 as the Eberhart Annexation No. 2. A church previously occupied the building on Lot 1 and owned the vacant Lot 8. Both properties were purchased in 2013 and are assessed as one parcel. The current property owner has requested annexation of Lot 8 into the City and a zoning of C-2 (General Commercial) to facilitate a proposed storage building in conjunction with new

offices, located within the remodeled church on Lot 1. Concurrently, Lot 1 will be considered for rezoning to C-2 (General Commercial) for consistency.

Zone of Annexation

Under the 1998 Persigo Agreement with Mesa County certain proposed development within the Persigo Wastewater Treatment Facility boundary requires annexation and processing in the City. Land annexed to the City shall be zoned in accordance with Grand Junction Municipal Code (GJMC) Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. The proposed zoning of C-2 (General Commercial) implements the Comprehensive Plan Future Land Use Map designation of the property as Commercial.

Neighborhood Meeting

A Neighborhood Meeting was held on March 12, 2014. A copy of those in attendance is attached. No objections were raised about the proposed business expansion at this location.

Grand Junction Municipal Code – Chapter 21.02 – Administration and Procedures:

Section 21.02.160 of the Grand Junction Municipal Code states: Land annexed to the City shall be zoned in accordance with GJMC Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth.

The requested zone of annexation to a C-2 (General Commercial) zone district is consistent with the Comprehensive Plan Future Land Use Map designation of Commercial.

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

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

The Comprehensive Plan, adopted in 2010, designated the property as Commercial. The adjacent Lot 1 was annexed into the City in 1999 and zoned for commercial purposes. The owner of Lot 1 desires to expand onto Lot 8, necessitating annexation and rezoning consistent with the 2010 Plan.

This criterion has been met.

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

All of the neighboring properties along the I-70 Business Loop - Frontage Road between 31 Road and E ¼ Road are utilized for commercial purposes, except this vacant lot. The majority of these properties have outdoor storage.

The owner has recently remodeled the former church, located on the adjacent Lot 1, into the new offices for GeoStablization International (GSI). The owner proposes to construct a storage building on the subject Lot 8 for materials utilized by GSI. The proposed C-2 (General Commercial) zone district allows outdoor storage “by right” on the lot in addition to storage structures, subject to site plan review. The existing Lot 1, though already permitted for office use, is being considered separately for rezoning to C-2 (General Commercial) for consistency.

This criterion has been met.

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

The property has access to the I-70 Business Loop via a full-motion intersection at 31 Road.

There are public utilities already connected to the existing building on the adjacent lot, including potable water provided by the Clifton Water District, sanitary sewer service maintained by the City of Grand Junction, and electricity from Xcel Energy (a franchise utility). Utility mains are adjacent to the subject parcel that can be utilized to facilitate new construction that may occur as a result of the proposed zoning.

This criterion has been met.

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

The City of Grand Junction Economic Development Plan, adopted by the City Council in May 2014, identifies 813 acres of C-2 (General Commercial) property within the city limits, representing 26.6% of the commercially zoned land area (including Planned Development).

The existing zoning in unincorporated Mesa County is I-1 (Limited Industrial), which is inconsistent with the Comprehensive Plan. There are, however, similarities between the “limited” or “light” industrial zoning and the “general” commercial zoning, including provisions for outdoor storage and industrial service (including oil and gas support) contractors as “allowed” uses.

Therefore, the rezoning proposed upon annexation increases the amount of available land within the City limits designated for the proposed use.

This criterion has been met.

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

The requested zoning supports the following goals of the Comprehensive Plan:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The property is located within a designated commercial corridor along the I-70 Business Loop.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

The City will provide appropriate commercial and industrial development opportunities in order to implement this goal. The proposed zoning and subsequent expansion of an existing business qualifies as one of those opportunities.

This criterion has been met.

Alternatives: In addition to the C-2 zone district, the following zone districts would also implement the Comprehensive Plan designation of Commercial:

- a. R-O (Residential Office)
- b. B-1 (Neighborhood Business)
- c. C-1 (Light Commercial)
- d. M-U (Mixed Use)

This property is currently zoned limited industrial in unincorporated Mesa County, which is inconsistent with the Comprehensive Plan. The proposed C-2 zone district allows a mix of, rather than a separation of, industrial and commercial uses as well as customary accessory uses, including outdoor storage.

GSI is making this request to facilitate a proposed storage building in conjunction with their new offices. Offices are permitted in all of the zone district alternatives identified above; however, those districts have more restrictive outdoor storage requirements than the proposed C-2 zone.

It is my professional opinion that the C-2 (General Commercial) zone district is the best choice for this property.

If the City Council chooses an alternative zone designation, specific alternative findings must be made.

PLANNING COMMISSION RECOMMENDATION:

After reviewing the GSI Zone of Annexation, ANX-2014-170, a request to zone the GSI Annexation to C-2 (General Commercial), the Planning Commission made the following findings of fact and conclusions:

4. The requested zone district of C-2 (General Commercial) is consistent with the goals and policies of the Comprehensive Plan and implements the Commercial Future Land Use designation.
5. The review criteria in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code have all been met.

REZONE – LOT 1:

Background:

The subject property was platted as Lot 1 of 31 Road Business Park in 1981 and was annexed to the City in 1999 as the Eberhart Annexation No. 2. A church previously occupied the building and also owned the adjacent, vacant Lot 8. Both properties were purchased in 2013 and are assessed as one parcel. The current property owner has remodeled the former church into offices for GeoStabilization International (GSI). The owner has requested annexation of Lot 8 into the City and a zoning of C-2 (General Commercial) to facilitate a proposed storage building in conjunction with these new offices; this request will be considered separately as ANX-2014-170.

In order to maintain consistency of zoning for the property, which includes both lots, staff recommended that the applicant consider rezoning Lot 1 to C-2 (General Commercial). The proposed rezone would in no way impact the previously approved conversion to office space, as offices are an allowed use in the C-2 zone.

A Neighborhood Meeting was held on March 12, 2014. A copy of those in attendance is attached. No objections were raised about the proposed business expansion at this location.

Consistency with the Comprehensive Plan:

This request is consistent with the following Goals and Policies of the Comprehensive Plan:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The property is located within a designated commercial corridor along the I-70 Business Loop.

Goal 6: Land use decisions will encourage preservation of existing buildings and their appropriate reuse.

The former church has been remodeled into office space for a growing company.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop and enhance a healthy, diverse economy.

The City will provide appropriate commercial and industrial development opportunities in order to implement this goal. The proposed rezoning and subsequent expansion of an existing business qualifies as one of those opportunities.

The Comprehensive Plan Future Land Use designation of the property is Commercial. The proposed zoning of C-2 (General Commercial) will implement this land use designation and is consistent with the Comprehensive Plan.

Section 21.02.140 of the Grand Junction Zoning and Development Code:

Zone requests must meet at least one of the following criteria for approval:

(1) Subsequent events have invalidated the original premise and findings;

The Comprehensive Plan, adopted in 2010, designated the property as Commercial. The owner recently relocated the offices of GSI to this location and already desires to expand onto the adjacent Lot 8, which is in the process of being annexed with a zoning of C-2 (General Commercial) consistent with the 2010 Plan.

This criterion has been met.

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

All of the neighboring properties along the I-70 Business Loop - Frontage Road between 31 Road and E ¼ Road are utilized for commercial purposes, such as recreational vehicle equipment sales, offices, and contractor services. The majority of these properties have outdoor storage.

The owner has recently remodeled the former church into the new offices for GeoStabilization International (GSI). The owner proposes to construct a storage building on the neighboring Lot 8 for materials utilized by GSI. The proposed C-2 (General Commercial) zone district allows outdoor storage "by right", subject to site plan review. Lot 1, though already permitted for office use, is being considered for rezoning to C-2 (General Commercial) for consistency.

This criterion has been met.

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

The property has access to the I-70 Business Loop via a full-motion intersection at 31 Road.

There are public utilities already connected to the building, including potable water provided by the Clifton Water District, sanitary sewer service maintained by the City of Grand Junction, and electricity from Xcel Energy (a franchise utility).

This criterion has been met.

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

The City of Grand Junction Economic Development Plan, adopted by the City Council in May 2014, identifies 813 acres of C-2 (General Commercial) property within the city limits, representing 26.6% of the commercially zoned land area (including Planned Development).

The property is currently zoned C-1 (Light Commercial). This zone district occupies 1167 acres, according to the Economic Development Plan, by far the largest share (38.2%) of commercially zoned land area.

The proposed land use, as discussed in Criterion 2, fits within either category. There is no difference in setback(s) or other bulk standards between the two zone districts.

The proposed rezoning will have a negligible effect on the overall balance of different types of commercially zoned land.

This criterion has been met.

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

The requested rezoning supports the following goals of the Comprehensive Plan:

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

The property is located within a designated commercial corridor along the I-70 Business Loop.

Goal 12: Being a regional provider of goods and services the City and County will sustain, develop, and enhance a healthy, diverse economy.

The City will provide appropriate commercial and industrial development opportunities in order to implement this goal. The proposed rezoning and subsequent expansion of an existing business qualifies as one of those opportunities.

This criterion has been met.

Alternatives: In addition to the C-2 zone district, the following zone districts would also implement the Comprehensive Plan designation of Commercial:

- a. R-O (Residential Office)
- b. B-1 (Neighborhood Business)
- c. C-1 (Light Commercial)
- d. M-U (Mixed Use)

GSI is requesting a rezone of Lot 1 in conjunction with annexation of the adjacent Lot 8 to facilitate a proposed storage building in conjunction with their new offices. Offices are permitted in all of the zone district alternatives identified above; however, those districts have more restrictive outdoor storage requirements than the proposed C-2 zone.

It is my professional opinion that the C-2 (General Commercial) zone district is the best choice for this property.

If the City Council chooses to recommend one of the alternative zone designations, specific alternative findings must be made supporting the recommendation.

Neighborhood Meeting – March 12, 2014

Proposed Annexation and Storage Yard Development

Located at south of 543 31 Road

Existing Zoning is County I-1

Proposed Zoning is C-2 (General Commercial)

Future land Use Designation is Commercial

Please Sign In

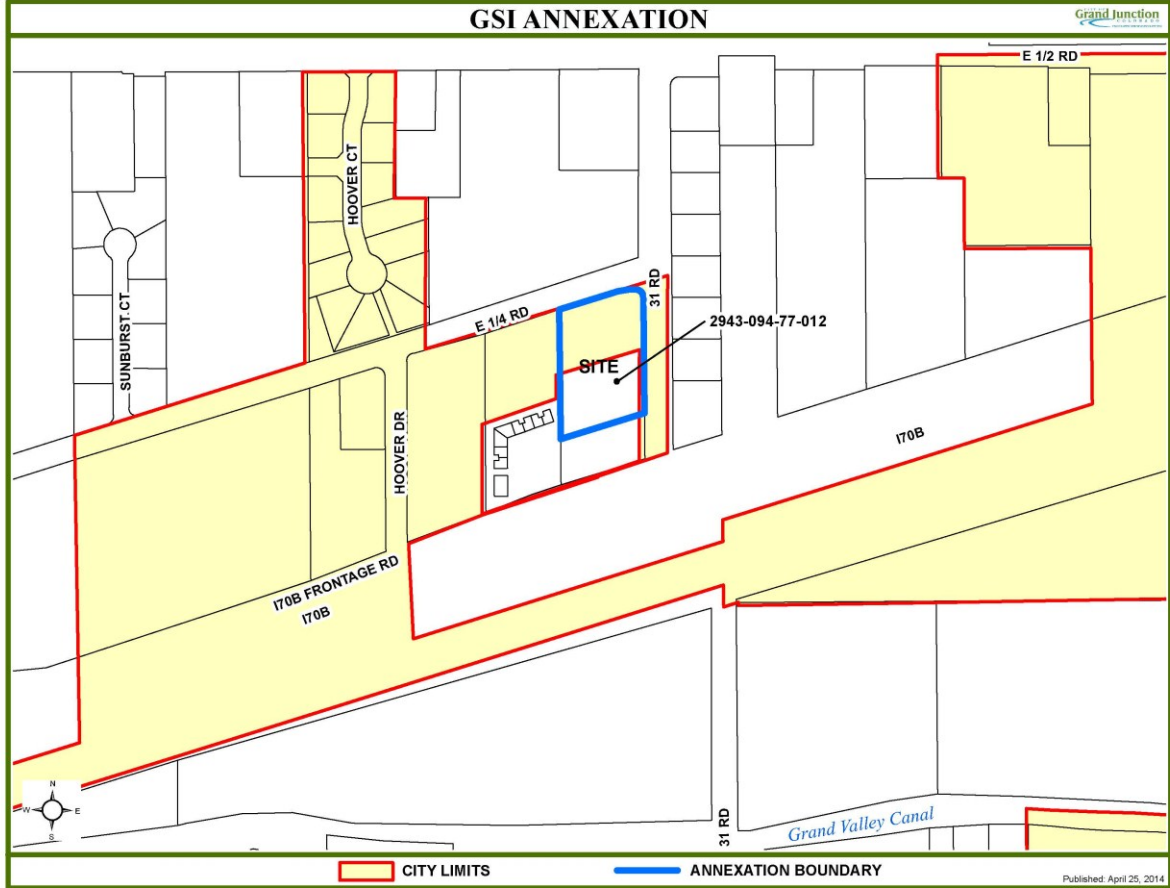
Name	Address	Contact info
Brian Ruscio Malcolm Lencina	250 N. 5TH ST.	256-4058
Blake, Sheri McEwen	542 31 Rd.	523-4196
Mark Wright	408 29 Rd	250 8792
Kim Wright	408 29 Rd	589 6604
Brian Bray	575 28 Rd	986-0446
Kathy Owens	536 31 Rd	434-4026

City of Grand Junction Planning Division
250 North Fifth Street, Grand Junction, CO 81501



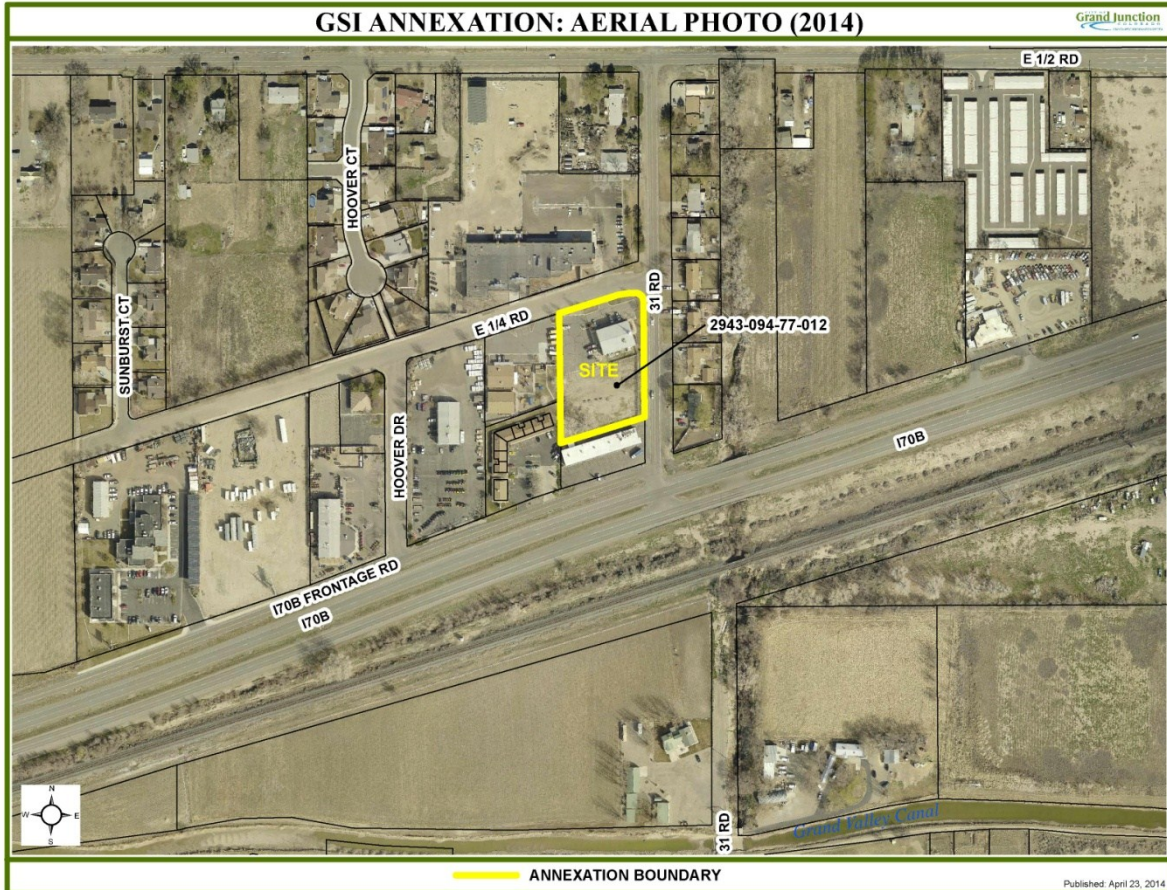
Annexation / Site Location Map

Figure 1

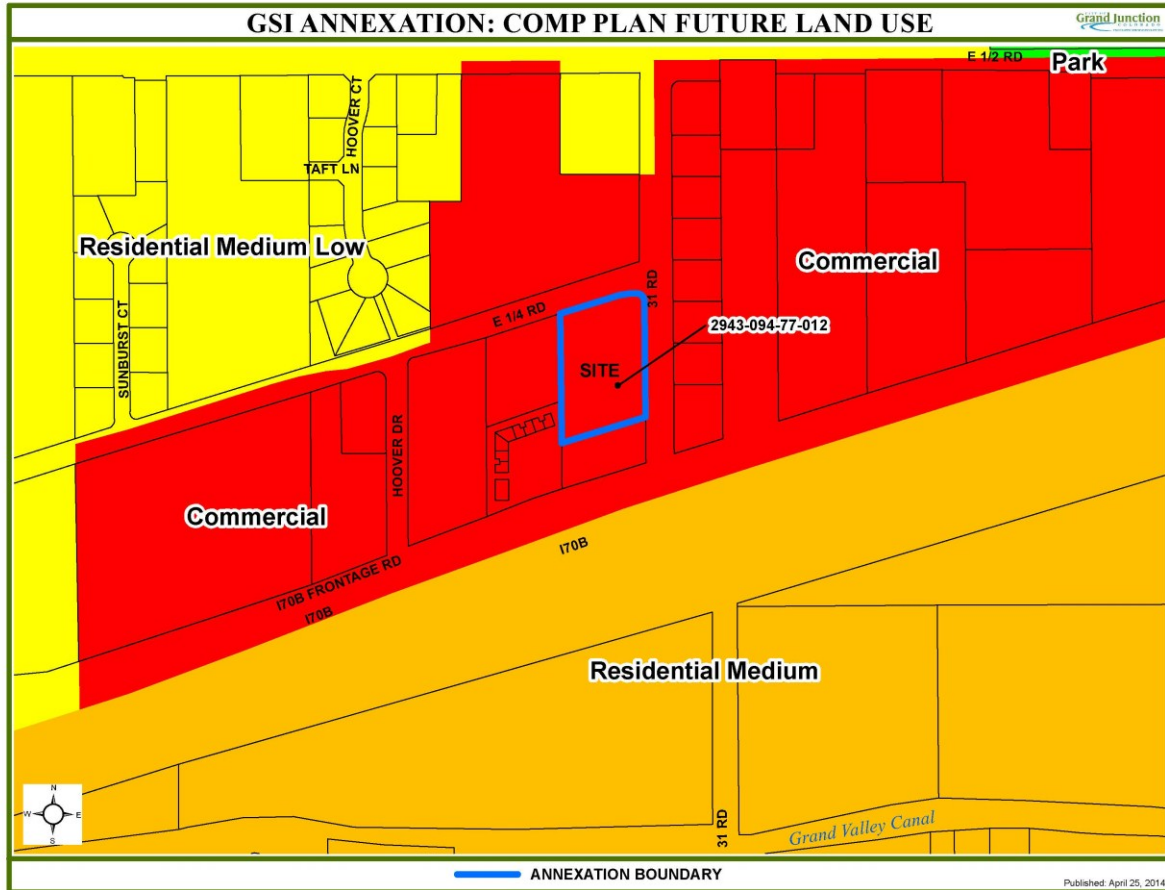


Aerial Photo

Figure 2

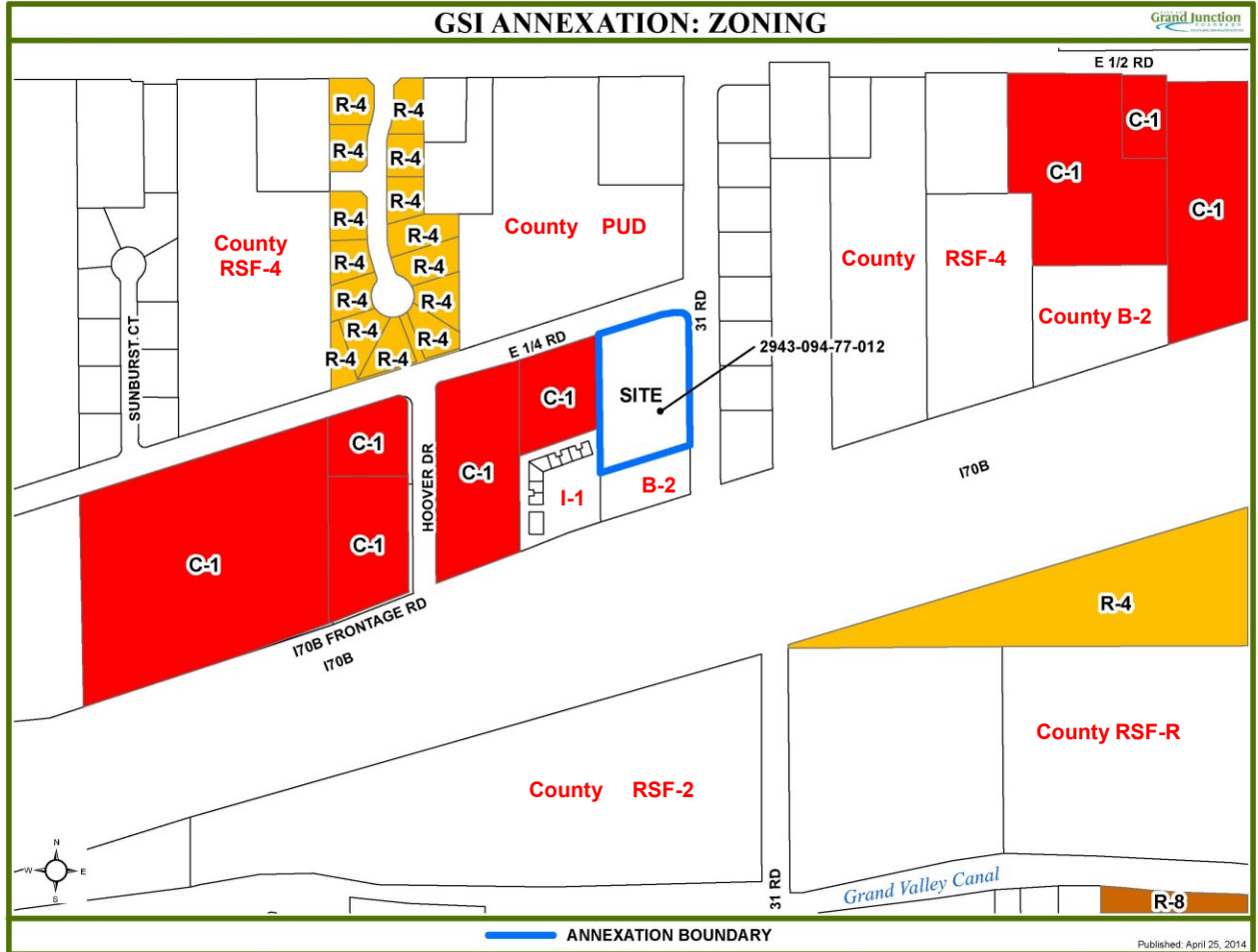


Comprehensive Plan – Future Land Use Map Figure 3



Existing City and County Zoning Map

Figure 4



CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____

**A RESOLUTION ACCEPTING A
PETITION FOR ANNEXATION, MAKING CERTAIN
FINDINGS, DETERMINING THAT PROPERTY KNOWN AS THE**

GSI ANNEXATION

LOCATED AT 543 31 ROAD

IS ELIGIBLE FOR ANNEXATION

WHEREAS, on the 21st day of May, 2014, a petition was referred to the City Council of the City of Grand Junction, Colorado, for annexation to said City of the following property situate in Mesa County, Colorado, and described as follows:

GSI ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of Lot 8, 31 Road Business Park, as same is recorded in Plat Book 12, Page 353, Public Records of Mesa County, Colorado.

WHEREAS, a hearing on the petition was duly held after proper notice on the 2nd day of July, 2014; and

WHEREAS, the Council has found and determined and does hereby find and determine that said petition is in substantial compliance with statutory requirements therefore, that one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City; that a community of interest exists between the territory and the City; that the territory proposed to be annexed is urban or will be urbanized in the near future; that the said territory is integrated or is capable of being integrated with said City; that no land held in identical ownership has been divided without the consent of the landowner; that no land held in identical ownership comprising more than twenty acres which, together with the buildings and improvements thereon, has an assessed valuation in excess of two hundred thousand dollars is included without the landowner's consent; and that no election is required under the Municipal Annexation Act of 1965.

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

The said territory is eligible for annexation to the City of Grand Junction,

Colorado, and should be so annexed by Ordinance.

ADOPTED the _____ day of _____, 2014.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ANNEXING TERRITORY TO THE
CITY OF GRAND JUNCTION, COLORADO**

GSI ANNEXATION

APPROXIMATELY 0.707 ACRES

LOCATED AT 543 31 ROAD

WHEREAS, on the 21st day of May, 2014, the City Council of the City of Grand Junction considered a petition for the annexation of the following described territory to the City of Grand Junction; and

WHEREAS, a hearing on the petition was duly held after proper notice on the 2nd day of July, 2014; and

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

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

That the property situate in Mesa County, Colorado, and described to wit:

GSI ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of Lot 8, 31 Road Business Park, as same is recorded in Plat Book 12, Page 353, Public Records of Mesa County, Colorado.

be and is hereby annexed to the City of Grand Junction, Colorado.

INTRODUCED on first reading on the 21st day of May, 2014 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____, 2014 and ordered published in pamphlet form.

Attest:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE ZONING THE GSI ANNEXATION
TO C-2 (GENERAL COMMERCIAL)**

LOCATED AT 543 31 ROAD

Recitals

The 0.707 acre GSI Annexation consists of one (1) parcel located at 543 31 Road. The property owner has requested annexation into the City and a zoning of C-2 (General Commercial). Under the 1998 Persigo Agreement between the City and Mesa County, certain proposed commercial development within the Persigo Wastewater Treatment Facility boundary requires annexation and processing in the City.

The City has also agreed to zone newly annexed areas using a zone district that implements the Comprehensive Plan. The proposed zoning of C-2 (General Commercial) implements the Comprehensive Plan Future Land Use Map, which has designated the property as Commercial.

After public notice and public hearing as required by the Grand Junction Municipal Code, the Grand Junction Planning Commission recommended approval of zoning the GSI Annexation to the C-2 (General Commercial) zone district finding that it conforms with the recommended land use category as shown on the future land use map of the Comprehensive Plan and the Comprehensive Plan's goals and policies. The zone district meets the criteria found in Section 21.02.140 of the Grand Junction Municipal Code.

After public notice and public hearing before the Grand Junction City Council, City Council finds that the C-2 (General Commercial) zone district is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property be zoned C-2 (General Commercial).

GSI ANNEXATION

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

ALL of Lot 8, 31 Road Business Park, as same is recorded in Plat Book 12, Page 353, Public Records of Mesa County, Colorado.

INTRODUCED on first reading the 18th day of June, 2014 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____, 2014 and ordered published in pamphlet form.

ATTEST:

President of the Council

City Clerk

CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO.

**AN ORDINANCE REZONING 0.728 ACRES
FROM C-1 (LIGHT COMMERCIAL)
TO C-2 (GENERAL COMMERCIAL)**

LOCATED AT 543 31 ROAD

Recitals:

The subject property was platted as Lot 1 of 31 Road Business Park in 1981 and was annexed to the City in 1999 as the Eberhart Annexation No. 2. A church previously occupied the building and also owned the adjacent, vacant Lot 8. Both properties were purchased in 2013 and are assessed as one parcel.

The current property owner has remodeled the former church into offices for GeoStabilization International (GSI). The owner has requested annexation of Lot 8 into the City and a zoning of C-2 (General Commercial) to facilitate a proposed storage building in conjunction with these new offices; this request will be considered separately as ANX-2014-170.

In order to maintain consistency of zoning for the property, which includes both lots, staff recommended that the applicant consider rezoning Lot 1 to C-2 (General Commercial). The proposed rezone would in no way impact the previously approved conversion to office space, as offices are an allowed use in the C-2 zone.

After public notice and public hearing as required by the Grand Junction Zoning and Development Code, the Grand Junction Planning Commission recommended approval of rezoning the property from the C-1 (Light Commercial) to the C-2 (General Commercial) zone district for the following reasons:

The zone district meets the recommended land use category as shown on the future land use map of the Comprehensive Plan, Commercial, and the Comprehensive Plan's goals and policies and/or is generally compatible with appropriate land uses located in the surrounding area.

After the public notice and public hearing before the Grand Junction City Council, City Council finds that the C-2 (General Commercial) zone district to be established.

The Planning Commission and City Council find that the C-2 (General Commercial) zoning is in conformance with the stated criteria of Section 21.02.140 of the Grand Junction Municipal Code.

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

The following property shall be rezoned C-2 (General Commercial):

A certain parcel of land lying in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/) of Section 9, Township 1 South, Range 1 East of the Ute Principal Meridian, County of Mesa, State of Colorado and being more particularly described as follows:

Lot 1, 31 Road Business Park, as same is recorded in Plat Book 12, Page 353, Public Records of Mesa County, Colorado.

INTRODUCED on first reading the 18th day of June, 2014 and ordered published in pamphlet form.

ADOPTED on second reading the ____ day of _____, 2014 and order published in pamphlet form.

ATTEST:

City Clerk

Mayor



Date: 6/24/14

Author: Jay Valentine

Title/ Phone Ext: 1517

Proposed Schedule: July 2, 2014

2nd Reading (if applicable):

File # (if applicable):

Attach 6

CITY COUNCIL AGENDA ITEM

Subject: Contract to Convert the Digester Gas at Persigo Waste Water Treatment Plant to Compressed Natural Gas (CNG), construct a Pipeline to the Existing CNG Fueling Station, and Authorize a Grant Application to the Department of Local Affairs (DOLA)
Action Requested/Recommendation: Authorize the City Purchasing Division to Enter into a Contract with BioCNG, LLC in the Amount of \$2,799,796 to Convert and Transport Biogas from Persigo to the CNG Fueling Station and Adopt a Resolution Authorizing the City Manager to Submit a Grant Application to the Colorado Department of Local Affairs’ Energy and Mineral Impact Assistance Program CNG Initiative for Partial Funding of the Project
Presenter(s) Name & Title: Jay Valentine, Internal Services Manager Kathy Portner, Community Development

Executive Summary:

Several years ago, the waste water division contracted with an engineering firm to help identify any beneficial uses of the biogas produced at the Persigo treatment facility. Persigo “flares” or burns off approximately 100,000 cubic feet per day of digester gas. Digester gas is methane that is created as a byproduct of processing waste.

This action will allow the Purchasing Division to sign a contract with BioCNG, LLC who is the selected contractor capable of converting digester gas to compressed natural gas and designing and installing the pipeline to transport the gas to the City fueling site.

In addition, the Department of Local Affairs is launching a CNG Initiative to fund projects that promote and advance the use of CNG as a vehicle fuel. The Persigo biogas project is an eligible project. This is a request to authorize the City Manager to submit an application to the Colorado Department of Local Affairs for a \$500,000 grant to partially fund phase 2 of the project to construct the pipeline.

Background, Analysis and Options:

Currently Persigo uses a fraction of the digester gas to heat the plant. The methane biogas produced at Persigo when converted to CNG is the equivalent of 146,000 gallons of gasoline with an approximate 3 million pound reduction of CO2 emissions released in a year.

Other identified uses for the gas include powering micro-turbines to create electricity; selling the gas to Xcel Energy; compressing and scrubbing the gas to be used as bio-compressed Natural Gas (CNG) fuel.

The economics of taking “free” fuel and utilizing it as a vehicle fuel are obvious, not to mention the environmental benefits associated with using a clean fuel source. Current financial modeling shows the savings may be significant enough to pay back the initial infrastructure costs in as little as 10 years. This savings is over and above the savings we are already experiencing in our CNG program. Users will still receive CNG fuel at a savings of over \$2.00 per gallon compared to the price of diesel fuel per gallon.

At the City Council Meeting on May 21st, City Council approved the selection of BioCNG, LLC and authorized the Purchasing Division to negotiate a contract.

How this item relates to the Comprehensive Plan Goals and Policies:

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air and freight movement while protecting air, water and natural resources.

The methane biogas produced at Persigo when converted to CNG is the equivalent of 146,000 gallons of gasoline with an approximate 3 million pound reduction of CO2 emissions released in a year.

Financial Impact/Budget:

The cost to complete this project is \$2.8 million dollars and includes the gas scrubbing and compressing equipment as well as the pipeline construction. A supplemental appropriation has been approved in the Joint Sewer fund to pay for this project. The portion of the fund balance that is to be used for this project is expected to be replenished within 10 years and is not expected to affect future expansion needs or rates.

The payback on this project is dependent upon the sale of fuel to the fleet operations as well as the renewable identification numbers (RIN's) generated by the conversion of the methane to CNG.

Legal issues:

Legal has reviewed this contract and their recommended changes have been incorporated.

Other issues:

None

Previously presented or discussed:

This project was discussed at City Council workshops on January 6th and April 14th. It was presented to the Board of County Commissioners on April 30th and at the City Council Meetings on May 7th and May 21st.

Attachments:

Contract for the Persigo Biogas Project

Resolution authorizing application to the Colorado Department of Local Affairs in accordance with the representations made in this report.

CITY OF GRAND JUNCTION COLORADO
GENERAL TERMS AND CONDITIONS

THIS AGREEMENT (the "Agreement") is made this 23rd day of June 2014, by and between **CITY OF GRAND JUNCTION** (hereinafter referred to as "CITY"), Mesa County, Colorado with offices at City Clerk's Office, Room# 111, Grand Junction, Colorado 81501 and **BioCNG, LLC** (hereinafter referred to as "BIOCNG"), a State of New York limited liability company with offices at 8413 Excelsior Drive, Suite 160, Madison, Wisconsin 53717.

WHEREAS, the parties desire to establish a flexible contractual framework that will enable BIOCNG to perform professional services that are agreed to from time to time, in writing, subject to the terms and conditions herein.

WHEREAS, BIOCNG shall perform services consistent with the skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CITY as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by BIOCNG's services, proposals, agreements or reports.

NOW, THEREFORE, along with the foregoing premises, the mutual covenants and promises contained herein, the execution of any Exhibits or Addenda hereto and the mutual intention to be legally bound hereby, all as consideration therefore, both BIOCNG and CITY hereby agree as follows:

I. RELATIONSHIP OF PARTIES: Nothing shall be construed or interpreted as requiring BIOCNG to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

II. BILLING AND PAYMENT: Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1½ %), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but remain unpaid thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. BIOCNG may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

III. LIMITATION OF LIABILITY: In consideration of potential liabilities which may be disproportionate to the fees to be earned by BIOCNG, CITY agrees to limit the liability of BIOCNG, its officers, directors, shareholders, employees, agents, and representatives to CITY for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to BIOCNG's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the amount of Four Hundred Thousand Dollars (\$400,000.) and further, neither party shall be liable to the other

for any indirect, special or consequential losses or damages. Failure of CITY to give written notice to BIOCNG of any claim of negligent act, error or omission within one (1) year of completed performance of services shall constitute a waiver of such claim by CITY.

IV. INDEMNIFICATION: Subject to the limitation of liability above, and to the extent permitted by law, BIOCNG agrees to indemnify and hold harmless the CITY from any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, (hereafter collectively called "Loss") arising out of i) breach of this Agreement or ii) willful misconduct or negligence in connection with its performance of this Agreement.

In addition to and without limiting the generality of the foregoing, BIOCNG agrees to indemnify the CITY to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) when i) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of CITY's misconduct or negligence, ii) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or iii) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

The obligations of BIOCNG to indemnify and the limitations on liability as set forth in this Agreement shall survive the expiration or termination of this Agreement

V. PERFORMANCE and WARRANTY: Warranties by Unison. Unison represents warranties and covenants to BIOCNG and the CITY that for twelve (12) months from date of start that the Deliverables will: (i) be free from material defects in workmanship or materials, (ii) conform to the requirements of this Agreement, and (iii) are free of all liens, claims and encumbrances of any kind. Unison's grant of warranty will pass to the CITY on the date of startup; all warranty particulars are included in the attached Unison Warranty Statement.

(c) Third Party Components. Without limiting the above Warranty by Unison, Unison will flow through to BIOCNG and the CITY all warranties provided by manufacturers of the Third Party Components, including providing reasonable assistance to the Client in exercising any warranty rights applicable to the Third Party Components. Unison warrants to BIOCNG and the CITY that all Third Party Components will: (i) be free from material defects in workmanship or materials, (ii) conform to the requirements of this Agreement, and (iii) are free of all liens, claims and encumbrances of any kind for a period of twelve (12) months from date of startup.

BIOCNG shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond BIOCNG's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately. CITY may from time to time issue Project Assignment(s) in the form attached to this Agreement as Exhibit A. Subject to the terms of this Agreement, BIOCNG will render the services set forth in Project Assignment(s) accepted by BIOCNG (the "Project(s)") by the completion dates set

forth therein. The manner and means by which BIOCNG chooses to complete the Projects are in BIOCNG'S sole discretion and control. BIOCNG agrees to exercise the requisite degree of skill and professionalism and to utilize its expertise and creative talents in completing such Projects in a timely and professional manner consistent with the skill and care ordinarily exercised by other professionals under similar circumstances at the time services are performed, subject to any limitations established by the CITY as to degree of care, time or expense to be incurred or other limitations of this Agreement. In completing the Projects, BIOCNG affirms it will be appropriately licensed and agrees to provide its own equipment, tools and other materials at its own expense. CITY affirms it will make its facilities and equipment available to CONTRACTOR when necessary. Neither Party will hold the other responsible for damages for delays in performance caused by acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays may extend completion dates commensurately. Lastly, BIOCNG may not subcontract or otherwise delegate its obligations under this Agreement without CITY's prior written consent, which will not be unreasonably withheld.

VI. CHANGED CONDITIONS: If, during the course of BIOCNG's performance of services, conditions or circumstances develop or are discovered which were not contemplated by BIOCNG and which materially affect BIOCNG's ability to perform or which would materially increase the costs to BIOCNG of performing, then BIOCNG will notify CITY in writing, and BIOCNG and CITY shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, BIOCNG shall be compensated for services rendered to the date of termination.

VII. HAZARDOUS OR UNSAFE CONDITIONS: CITY has fully informed BIOCNG of, and shall immediately inform BIOCNG when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate BIOCNG if conditions require BIOCNG to take emergency measures to protect the health and safety of the parties, the public or the environment. This requirement to inform BIOCNG is an ongoing and continuous obligation of the CITY and shall continue for the full term of this Agreement.

VIII. SUBSURFACE OBSTRUCTIONS: CITY shall supply to BIOCNG whatever it has plans that designate the location of all subsurface structures at the Project Site, but BIOCNG must still engage a locator subcontractor to conclusively identify the location of all sub-surface obstructions. This requirement to supply BIOCNG with timely and current plans and to fully inform BIOCNG of all sub-surface obstructions is an ongoing and continuous obligation of the CITY and shall continue for the full term of this Agreement.

IX. RIGHT OF ENTRY: CITY agrees to grant or arrange for right of entry at the Project Site, whether or not owned by CITY.

X. **REPORTING AND DISPOSAL:** CITY shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. BIOCNG shall immediately notify the CITY if during the performance of this Agreement it discovers the existence of any hazardous, toxic, or dangerous materials on or in the Project Site and if requested by the CITY, BIOCNG may, at its option, agree to notify such agencies on behalf of CITY, as CITY's agent. CITY shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

XI. **NO THIRD PARTY BENEFICIARIES:** Except for the CITY, and CITY'S affiliates, parent company or related entities, there are no other intended third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by BIOCNG hereunder for any purpose and BIOCNG shall have no liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

XII. **DESIGNS, DISCOVERIES, OWNERSHIP and REUSE:** All designs, ideas, discoveries, inventions or improvements utilized or developed by BIOCNG hereunder shall be deemed property of CITY but CITY acknowledges they are not given no rights in the form of ownership or license to such items. Documents furnished by BIOCNG are not intended or represented as suitable for reuse by CITY or others; any reuse without specific written approval and/or adaptation by BIOCNG for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to BIOCNG. Any transfer of electronic data hereunder is solely for CITY's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. BIOCNG disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

XIII. **NONDISCLOSURE AND USE OF CONFIDENTIAL INFORMATION:** Information conspicuously designated as Confidential Information shall be held in the strictest confidence by the receiving Party and shall not be disclosed without prior written consent of disclosing Party, except to employees, contractors or consultants with a need to know the Confidential Information for the purposes of performing work related to the Project. The receiving Party shall inform all employees, contractors and consultants receiving the Confidential Information of the confidential nature of this information and take all actions necessary to bind such employees, contractors and consultants by the terms of this Agreement. Neither party shall use information obtained from the other to benefit themselves or any third party. In the event that either party to this Agreement is requested or required by legal or regulatory authority to disclose any Confidential Information from the disclosing Party, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In the event that a protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions hereof, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential

Information. Notwithstanding the foregoing, the CITY cannot protect and shall not be responsible for disclosure of information required to be disclosed by the Colorado Open Records Act.

If BIOCNG is requested to respond to any mandatory orders for the production of documents or witnesses on CITY's behalf regarding work performed by BIOCNG, CITY agrees to pay all costs and expenses incurred by BIOCNG not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

XIV. NOTICE: Any notice provided pursuant to this Agreement shall be deemed given and received: (i) if given by telecopy (facsimile), when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation of complete receipt is received during normal business hours; or (ii) if hand delivered against a receipted copy, when the receipted copy thereof is received; or (iii) if given by a reputable overnight delivery service, the day after being sent prepaid by such overnight delivery service; or (iv) if given by U.S. registered or certified mail, return receipt requested, postage prepaid, three (3) days after it is postmarked by the United States Postal Service. Notice shall be given to the parties at the following addresses:

To: City of Grand Junction
City Clerk's Office, Room# 111
Grand Junction, Colorado 81501
Attn.:
Telephone:
Fax:
E-mail address:

To: BioCNG, LLC
100 Crystal Run Road, Suite 101
Middletown, New York 10941
Attn: Matthew E. Davies, President
Telephone: (877) 294-9070
Fax: (845) 692-5894
E-mail address: matt.davies@cornerstone.com

Either party may change the individual or location for receipt of notice hereunder by providing written notice to the other party in the manner described in this Section.

XV. INTEGRATION AND INTERPRETATION: This Agreement, and Exhibits attached hereto, made a part hereof and/or incorporated by reference herein and all subsequently executed Addenda hereto, shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event of any conflict among the terms and/or conditions of this Agreement, the Exhibits and/or Addenda referenced above, the terms and conditions of this Agreement shall take

precedence over all such Exhibits and/or Addenda. All such terms and/or conditions in such Exhibits and/or Addenda that are contrary or in addition to any terms and/or conditions in this Agreement shall be null and void and have no force or effect.

XVI. GOVERNING LAW AND SEVERABILITY: This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will be governed by the rules and laws of State of Colorado and of Mesa County, or the county in which the facility, landfill, tract of land or other property which is the subject matter of the dispute and where BIOCNG performed its work is located. In the event that any provision or provisions of this Agreement shall be void, unlawful or unenforceable, such provision or provisions, or part(s) thereof, shall be deemed stricken from this Agreement, but this Agreement shall not otherwise be affected and the remaining provisions, or part(s) thereof, shall continue in full force and effect.

XVII. MODIFICATION OF THIS AGREEMENT: CITY and BIOCNG agree that no change or modification to this Agreement, or any Exhibits hereto, shall have any force or effect unless the change is in writing, dated and made a part of this Agreement. The execution of the writing evidencing the change shall be authorized and signed in the same manner as this Agreement. If a change to an Addendum is permitted to be undertaken pursuant to the terms and conditions of this Agreement, such change shall be evidenced by complete execution of an Addendum modifying the previously executed Addendum.

XVIII. REMEDIES AND RIGHTS NOT EXCLUSIVE: No remedies or rights conferred upon CITY by this Agreement are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including but not limited to the remedy of specific performance).

XIX. CAPTIONS AND HEADINGS: The captions and headings in this Agreement have been inserted for convenience of reference only and are not to be considered a part of this Agreement nor shall they in any way affect the interpretation of this Agreement.

XX. SEPARATE COUNTERPARTS: This Agreement, Exhibits and Addenda hereto, may be executed in separate counterparts that shall collectively and separately be considered one and the same Agreement. No party shall be bound by this Agreement or any Exhibit or Addenda hereto until both CITY and BIOCNG have fully executed such document.

XXI. RULES OF CONSTRUCTION: The following rules shall apply to the construction and interpretation of this Agreement, Exhibits and Addenda hereto:

- a. Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter; and
- b. All references herein to particular Exhibits, Sections, subsections or clauses are references to Exhibits, Sections, subsections or clauses of this Agreement.

XXII. DISPUTE RESOLUTION AND MEDIATION: Except for any injunction, temporary restraining order or other equitable relief or unless otherwise mutually agreed to in writing between the parties, all disputes between the parties relating to the interpretation and enforcement of their rights and obligations under this Agreement shall be submitted to mediation, however, before mediation both parties shall use their best good faith efforts, for a period of ten (10) business days, attempt to resolve the dispute by negotiation. To commence the dispute resolution process, either party may serve written notice on the other party specifically identifying the dispute and requesting that efforts at resolving the dispute begin. The parties shall attempt in good faith to resolve the dispute using their best efforts to reach agreement on the matters in dispute. If the parties are unable to resolve the dispute by negotiation within the time frame set forth above, which time frame may be extended by mutual agreement in writing, mediation shall be initiated upon written request by either party. Within thirty (30) days of such written request, the parties shall jointly select an individual to serve as the mediator of any dispute if willing or able to do so, and a second individual to serve as the backup mediator. If neither proposed mediator is willing or able to serve, and/or if the parties cannot agree on a single mediator, then the parties shall, within ten (10) days after written request by either party, request that the American Arbitration Association (“AAA”) name three qualified mediators. Within five (5) business days of receipt of the AAA list, each party shall notify the other of a name it wishes to delete from the list. The mediator shall be the individual on the list not so deleted. If any party fails to notify the other of the mediator it intends to delete within the time specified, the other party shall select the mediator from the AAA list. Should both parties delete the same name, CITY shall select the mediator from the remaining two (2) names. The mediator so selected shall not be a person who has previously acted in any capacity for either party and who has at least ten (10) years of experience in the construction industry as a contractor, design professional or attorney. A single mediator, once selected, shall be used for all disputes until unable or unwilling to serve in which event the AAA list selection process shall be repeated.

All mediation shall take place either in Mesa County, Colorado or in which the facility, landfill, tract of land or other property which is the subject matter of the dispute and where BIOCNG performed its work is located. The parties shall submit to the mediator all written, documentary and other evidence and such oral testimony as determined by the mediator to be necessary for a proper resolution of the dispute. The parties shall also meet promptly and shall use good faith efforts to resolve the dispute when and as requested by the mediator.

The prevailing party in any mediation or other legal action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses.

XXIII. REMEDIES: The Parties agree that mediation and money damages may not be a sufficient remedy for any breach of this Agreement and that a Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation the prevailing party in any mediation or other legal action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses,

including staff time at current billing rates, court costs and other claim-related expenses associated with such litigation.

XXIV. TERM AND TERMINATION: The term of this Agreement shall be two (2) years commencing from the date of this Agreement.

This Agreement may be terminated by either Party, with or without cause, by providing notice to the non-terminating Party within thirty (30) days to the other Party; provided, that CITY shall give not less than ninety (90) days (the "Termination Period") prior written notice of its intent to cease providing services pursuant to a duly executed Project Assignment. BIOCNG shall continue to provide services pursuant to the terms of this Agreement and the respective Project Assignment until the end of the Termination Period or until CITY otherwise directs BIOCNG.

XXV. COUNTERPARTS: This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

XXVI. ENTIRE AGREEMENT: This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by CITY for BIOCNG. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth therein. This Agreement, Exhibits and Addenda hereto, may be executed in separate counterparts that shall collectively and separately be considered one and the same agreement.

No Party shall be bound by this Agreement or any Exhibit or Addenda hereto until both CITY and BIOCNG have fully executed such document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 23rd day of June 2014.

City of Grand Junction



Matthew E. Davies, President
BioCNG, LLC

Exhibit A - Project Assignments – Phase I

Date:		CONTRACTOR:	BioCNG, LLC
Project Manager:	Steven G. Wittmann	Project Name:	City of Grand Junction
BioCNG Project		PO Number:	

In accordance with the Independent Contractor Agreement dated the 23rd day of June 2014 between the City of Grand Junction and BioCNG, LLC this Exhibit describes the services to be performed for the above-referenced project. A detailed scope of work shall be attached and included as part of this Exhibit.

Task/Services	Work Type (Lump Sum, T&M)	Total
See attached BioCNG Proposal detailing the scope of the work to be performed pursuant to this Exhibit.		
Tasks 1,2, 3, and 5 - Proposal Schedule of Values	Lump Sum	\$1,508,360
Task 4 – Proposal Schedule of Values (Pipeline permitting, contractor and fabricator coordination)	Lump Sum	\$191,436
	TOTAL	\$1,699,796

Performance Period

Services shall commence by June 23, 2014 and shall be completed by June 24, 2015.

Project Managers

BioCNG, LLC

Name: Steven G. Wittmann

Address: 8413 Excelsior Drive, Suite 160
Madison, WI 53717

Phone: (630) 633-5845

E-Mail: steve.wittmann@cornerstoneeg.com

Project Managers

City of Grand Junction

Name: _____


Address: _____

Phone: _____

E-Mail: _____

Approvals

BioCNG, LLC

By: 
Authorized Representative
Matthew E. Davies, President
Name/Title (printed)

Date: _____

City of Grand Junction

By: _____
Authorized Representative

Name/Title (printed)

Date: _____

Exhibit B - Project Assignments – Phase II

Date:		CONTRACTOR:	BioCNG, LLC
Project Manager:	Steven G. Wittmann	Project Name:	City of Grand Junction
BioCNG Project		PO Number:	

In accordance with the Independent Contractor Agreement dated the ____ day of _____ 2015 between the City of Grand Junction and BioCNG, LLC this Exhibit describes the services to be performed for the above-referenced project. A detailed scope of work shall be attached and included as part of this Exhibit.

Task/Services	Work Type (Lump Sum, T&M)	Total
See attached BioCNG Proposal detailing the scope of the work to be performed pursuant to this Exhibit.		
Task 4 – Proposal Schedule of Values, Pipeline Construction (Subject to price adjustment due to potential piping material price escalation and seasonal construction)	Lump Sum	\$1,100,000
	TOTAL	\$1,100,000

Performance Period

Services shall commence by _____ and shall be completed by _____.

Project Managers

Projects Managers

BioCNG, LLC

City of Grand Junction

Name: Steven G. Wittmann

Name: _____

Address: 8413 Excelsior Drive, Suite 160
Madison, WI 53717

Address: _____

Phone: (630) 633-5845

Phone: _____

E-Mail: steve.wittmann@cornerstoneeg.com

E-Mail: _____

Approvals

BioCNG, LLC

City of Grand Junction

By: _____
Authorized Representative

By: _____
Authorized Representative

Matthew E. Davies, President
Name/Title (printed)

Name/Title (printed)

Date: _____

Date: _____

PROPOSAL
DESIGN AND CONSTRUCTION SERVICES
PERSIGO WASTEWATER TREATMENT FACILITY
COMPRESSED BIOGAS DESIGN/BUILD

REQUEST FOR PROPOSAL
RFP-3813-14-SDH

Prepared for

City of Grand Junction
Mesa County, Colorado

March 2014



Prepared by

**BioCNG, LLC**

8413 Excelsior Drive, Suite 160
Madison, Wisconsin 53546
877-633-5520

**REQUEST FOR PROPOSAL
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SECTION A

COVER LETTER



8413 Excelsior Drive, Suite 160, Madison, Wisconsin 53717 • (877) 294-9070

Mr. Scott Hockins
Purchasing Supervisor
City of Grand Junction
City Clerk's Office, Room #111
Grand Junction, CO 81501

Re: BioCNG, LLC Proposal
City of Grand Junction, Mesa County,
Request for Proposal RFP-3813-14-SDH,
Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build

Dear Mr. Hockins:

BioCNG, LLC is pleased to provide this proposal to the City of Grand Junction (City) for a digester gas to compressed natural gas (CNG) gas cleanup system utilizing our award winning BioCNG™ biogas conditioning and compression equipment to efficiently produce a vehicle fuel quality product. This proposal is provided in response to the City's Request for Proposal RFP-3813-14-SDH, Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build.

BioCNG, LLC proposes Mr. Steve Wittmann as the Project Manager on this project. Steve will be the principal contact for the project. Steve has been the Project Manager on three previous BioCNG installations and has been part of the BioCNG process development team since its origination. Mr. Matt Davies, BioCNG, LLC President, will be the authorized individual to make commitments on behalf of BioCNG, LLC. Mr. Wittmann's and Mr. Davies' contact information is provided below. We have included experienced local design and construction firms on our team to support the implementation of this project. Further information on our team members and biogas experience is provided in the attached proposal.

BioCNG, LLC sincerely appreciates the opportunity to provide this proposal for Design/Build services to the City of Grand Junction. We have reviewed the above described Request for Proposal and acknowledge receipt of Addendums 1, 2 and 3 and clarifications. We are available to answer questions at your convenience.

Sincerely,
BioCNG, LLC

A handwritten signature in black ink, appearing to read "Steve Wittmann".

Steven G. Wittmann
Senior Client Manager
8413 Excelsior Drive Suite 160
Madison WI 53717
630-633-5845
Steve.wittmann@comerstoneeg.com

A handwritten signature in black ink, appearing to read "Matt Davies".

Matthew E. Davies
President
8413 Excelsior Drive Suite 160
Madison WI 53717
845-695-0250
Matt.davies@comerstoneeg.com

SECTION B
QUALIFICATIONS / EXPERIENCES/ CREDENTIALS

Qualifications

BioCNG Reference Projects

There are currently five BioCNG™ systems in operation. These systems vary in compressed natural gas (CNG) production from approximately 250 to 500 gallons of gasoline equivalent (GGE) of CNG per day from about 50 - 100 standard cubic feet per minute (scfm) of biogas. Information on the BioCNG system and project descriptions are included in Attachment 1. Two additional units are being fabricated and will be operational later in 2014.

Three of the operating projects use biogas from a municipal sanitary landfill one uses waste water treatment plant (WWTP) digester gas and the fifth uses biogas from an organic food waste digester. A 6th unit will be operational in Sacramento, CA in the summer of 2014 and a seventh is being constructed in South San Francisco, CA. These two new facilities will also use biogas from food waste digesters. The first BioCNG™ unit, at the Rodefeld Landfill, in Madison, Wisconsin, began vehicle fuel production in early 2011 and has since been upgraded to process additional landfill gas.

Sacramento South Area Transfer Station's Organic Waste Recycling Center, Sacramento, CA (installed in May of 2013)

The BioCNG™ system uses up to 100 scfm of biogas from a food waste digester, which yields approximately 450 diesel gallons equivalent (DGE) per day of vehicle fuel. Atlas Disposal Industries uses the fuel for its waste hauling trucks. BioCNG production and storage was integrated with an existing CNG fueling station. The fueling station preferentially utilizes the BioCNG™ when available and seamlessly switches to CNG when insufficient BioCNG is available to meet fuel demands. An additional BioCNG™ 200 is on site and will be installed in the spring of 2014.

Riverview Land Preserve, City of Riverview, MI (installed in March of 2013)

The BioCNG™ system uses about 100 scfm of gas from the City's Land Preserve Landfill, which will yield 450-550 GGE/day of vehicle fuel. A municipal CNG vehicle fleet is being developed as part of the project. The BioCNG vehicle fuel project is in addition to an existing landfill gas-to-energy plant owned by Riverview Energy Systems, which produces 6.4 MW of electricity.

St. Landry Parish Solid Waste District, CITY, LA (installed in February 2011)

The Parish implemented a BioCNG™ system that can produce 230 GGE of CNG per day. The biogas-based fuel is used to power St Landry Parish's Sheriff Department cars, light duty trucks and a light duty van, and the solid waste district's utility trucks. As part of the project, the Sheriff's Department committed to converting twelve of its vehicles to bi-fuel capability, and added a passenger van fueled solely on CNG. The fuel is produced from 50 scfm of biogas containing 55 to 58 percent methane. In January 2013, the St. Landry Solid Waste Disposal District received the federal Environmental Protection Agency's 2012 LMOP Project of the Year Award, the second such honor given to the innovative BioCNG™ system. St. Landry Parish is considering expanding their CNG vehicle fueling system and is evaluating adding a second BioCNG™ 200 unit and additional fueling locations.

Janesville Waste Water Treatment Plant, Janesville, WI (installed in February 2011)

BioCNG's patent-pending biogas conditioning system produces biogas based fuel to power CNG vehicles from the wastewater digester at the Janesville wastewater treatment plant, in Janesville, WI. The BioCNG™ 50 system went online in February 2013 and now fuels their vehicles, with the goal of fueling more than 40 vehicles within the next decade.

Rodefild Landfill, Dane County, WI (installed in March 2011)

BioCNG's patent-pending biogas conditioning system economically produces biogas based fuel to power Dane County's parks and public works CNG vehicles for the, with the potential to expand to supply fuel to waste trucks and other County vehicles. The system was originally constructed to operate at a capacity of 100 GGE per day, but was so successful it was recently upgraded to operate at a capacity of 250 GGE per day. The landfill's BioCNG vehicle fueling station operates in conjunction with an existing landfill gas electrical generation system. The project won the prestigious 2011 Project of the Year Award from the U.S. Environmental Protection Agency as part of the Landfill Methane Outreach Program (LMOP).

Additional Team Related Experience

BioCNG, LLC has a strong working relationship with T.V. John and Sons and will use them as our construction management team member. T.V. John has extensive experience in biogas construction having completed over 40 biogas to energy installations and is currently managing the construction of a 3,000 scfm biogas to pipeline quality project near St. Louis, Missouri. Further information on T.V. John is included in Attachment 2.

We have also added River City Consultants to our team. Scott Thompson and Doug Theis will be heading up the local survey and design effort. We will utilize their extensive local, pipeline and utility right of way design experience to assist with the design and permitting of the BioCNG pipeline. They are also a valuable resource to assist with local permitting and other data gathering. Further information on River City Consultants is included in Attachment 3.

Local pipeline contractors, electrical subcontractors and mechanical subcontractors will be utilized and managed by us to complete the BioCNG™ installation and CNG fueling station tie in. Figure 1 depicts the Design/Build Team Organizational Chart. BioCNG, LLC will have overall responsibility for project, technical and construction management.

BioCNG Staff Experience

BioCNG, LLC has an experienced team of managers, design engineers and system commissioning engineers that have extensive experience in biogas management and biogas to CNG vehicle fueling systems. Figure 2 depicts BioCNG, LLC's Organizational Chart and the responsibilities of the following project staff.

Steve Wittmann

Senior Client Manager

Mr. Wittmann will be the project manager on the Grand Junction project. He has over 39 years of experience in the environmental engineering and construction field and was Owner and president of a design-build environmental construction company. Mr. Wittmann managed three of the BioCNG biogas conditioning and vehicle fueling systems that have been constructed. These systems are:

- The EPA, LMOP Project of the Year, St. Landry parish, Louisiana BioCNG project in 2012. Responsibilities included all system designs, equipment procurement, permitting, and integration with existing facilities, construction and start-up and training for the vehicle fueling system.
- The award winning Clean World Biodigester in Sacramento, California BioCNG project in 2013. Work included all system designs, equipment procurement, permitting, and integration with existing CNG fueling facilities and start up training for the biogas conditioning system.
- Project manager for the Zero Waste Energy digester project in San Francisco, CA. This project is currently underway at a food waste digester and includes a unique, custom boiler design and integration with a new CNG fueling station.

Garth R. Bowers, P.E.

Project Manager and Certifying Engineer

Mr. Bowers will be the certifying engineer on this project. He is a registered Professional Engineer in the State of Colorado as well as the States of Arizona, Nevada, New Mexico, Texas, and Utah. He has a broad range of civil and environmental engineering experience, with over 25 years of professional experience as a consultant in the southwestern United States. He has extensive experience in solid waste management issues, working on over 370 landfills and solid waste sites in 31 states throughout the US. This experience includes landfill gas evaluation, design, construction, and operation; utility design on sites and public rights-of-way; existing site assessments; solid waste permitting; landfill design; surface water hydrology and hydraulic design; stormwater management evaluations and design; closure design; post-closure monitoring and evaluations; and due diligence assessments for facility transfers.

Jay Kemp, PE, BCCE

Engineering Manager

Jay Kemp provides overall engineering leadership and support for both ongoing BioCNG projects and new proposals. He works closely with our team to ensure that quotes are consistent with all technical requirements. With more than 34 years of environmental engineering experience in wastewater treatment, waste management and environmental remediation, Jay has a specialized expertise in anaerobic digestion processes and biogas collection, storage, treatment and utilization systems and was the Project Manager for the Janesville WWTP BioCNG project.

Mark Torresani, P.E. V.P.

Technology Leader and BioCNG Developer and Patent Holder

Mr. Torresani will be the senior quality assurance officer on this project. He has over 26 years of experience as an engineer, project manager, and construction manager on local, regional, national, and international solid and hazardous waste and biogas projects. He works on developing and integrating the design, construction, and operation of environmental projects. He has prepared regulatory submittals,

permitting and construction plans, specifications, and operating plans. His project experience ranges from project planning to site closure, operations assistance, needs analysis, economic analysis, site redevelopment, site construction, and expert testimony.

Mr. Torresani is the developer of the BioCNG biogas conditioning system and is a patent holder on that design. He leads the project performance evaluations and continues to refine and improve the design and fabrication of the system. Work has included initial development, financial analysis, value engineering, permitting, site layout, integration with appropriately sized CNG fueling stations, startup and system operations.

Mike DiMaggio

Project Manager

Mr. DiMaggio will be responsible for BioCNG interaction with Unison Solutions, the BioCNG equipment fabricator. He has more than 40 years of experience in the solid waste industry on local, regional and national solid and hazardous waste projects. Mr. DiMaggio is a SWANA certified professional Landfill Manager and was the main point of contact and decision maker when the Dane County BioCNG project was implemented. Mr. DiMaggio was instrumental in the planning, implementation and staff training for the EPA LMOP Project of the Year, Rodefild Landfill BioCNG project. He ran the system for nearly two years which fueled Dane County work trucks and other vehicles. He was responsible for suggesting design and fabrication changes that have improved system performance and ease of operation. Mr. DiMaggio is now a lead technology evaluator at BioCNG, LLC. He provides cost estimating and integration support for systems that are coupled with CNG fueling operations.

Kyle Kneser, P.E.

Project Engineer

Mr. Kneser is the lead BioCNG start up and commissioning engineer. He has 10 years of experience with biogas collection, control and design of odor control and energy generation projects. He was the BioCNG system installation engineer on the following projects:

- St. Landry Parish, LA BioCNG project
- Riverview Land Preserve, Riverview, MI BioCNG project
- Sacramento, CA, South Area Transfer BioCNG project

Mr. Kneser is an expert systems control engineer and also works on improving the BioCNG system design, patent applications and control and operation systems. His construction experience includes design/build of biogas to energy engine plants gas conditioning and compression plants and gas collection and control systems.

Safety Credentials

BioCNG, LLC/Cornerstone, LLC maintains a Health and Safety Program conforming to the best practices of organizations in our industry. Our goal is not only to reduce workplace accidents and injuries, but to surpass the best experience of other operations similar to ours. All staff that work on or near landfills and

other biogas projects have completed the OSHA 40 hour HAZWOPER training and maintain the annual the 8 hour refresher training. We adhere to relevant EPA, OSHA and NFPA Codes to minimize hazards during the introduction of flammable gases to piping and equipment. BioCNG, LLC is a pioneer in the implementation of NFPA 56 pipe and equipment purging regulations and has completed numerous purge plans and purges.

Figure 1

Perisigo Compressed Biogas Design/Build Project
Design/Build Team Organizational Chart

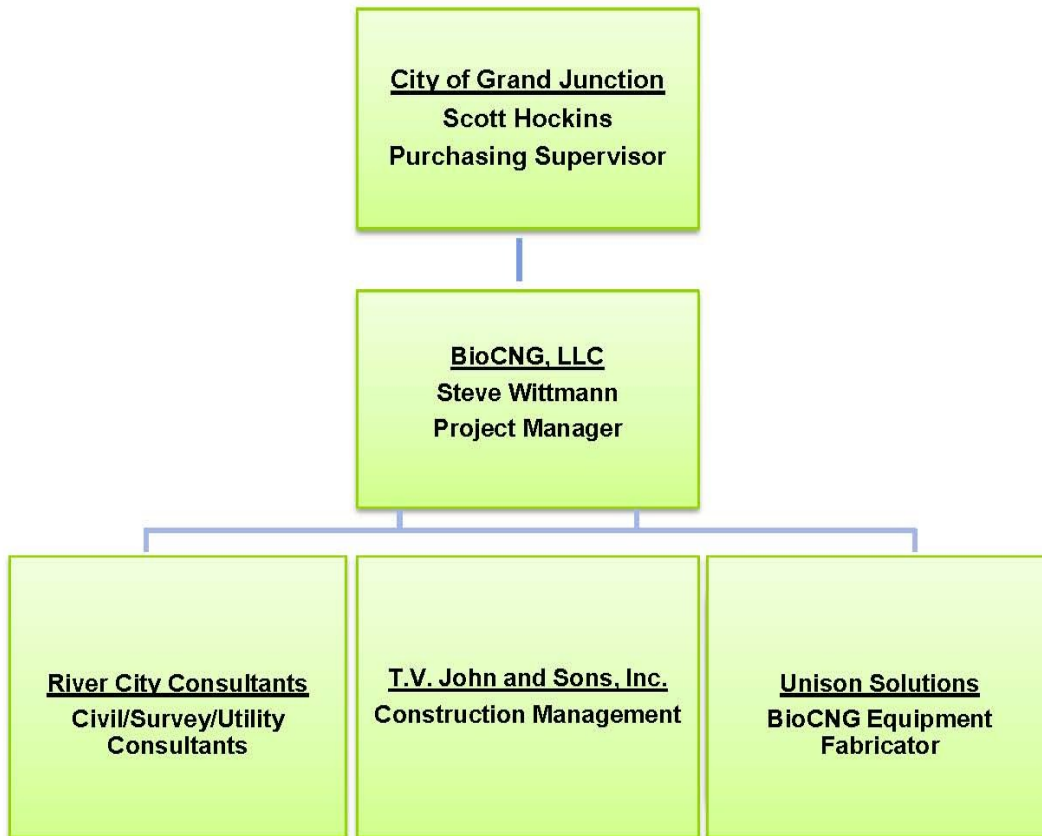
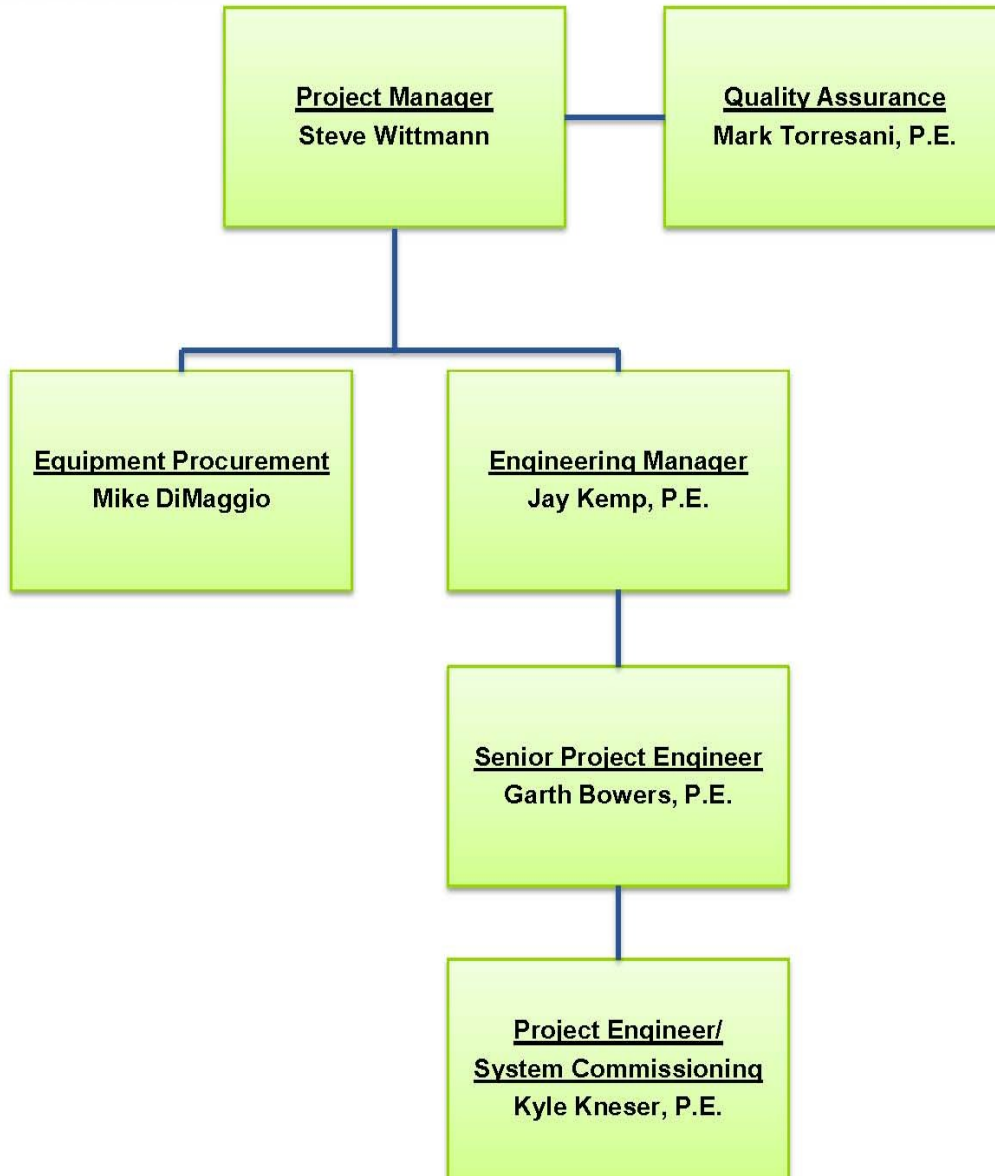


Figure 2

Perisigo Compressed Biogas Design/Build Project
BioCNG, LLC Organizational Chart



SECTION C
STRATEGY AND IMPLEMENTATION PLAN

Strategy and Implementation Plan

In response to your request, BioCNG, LLC has assembled a project team that has extensive biogas project experience and understands the issues associated with designing, constructing, and operating a biogas to vehicle fuel system. We are pleased to provide this proposal to the City of Grand Junction, CO (OWNER) for a Design/Build installation of biogas to CNG conditioning and pipeline system utilizing our patent pending BioCNG™ system. We understand that the biogas conditioning system will be deployed at the Owner's site located at 2145 River Road, and the BioCNG™ will be transported via pipeline to the Owner's existing CNG fueling site located at 333 West Avenue.

BioCNG, LLC will provide both skid mounted and loose equipment to process the WWTP biogas into CNG fuel and inject it into a BioCNG, LLC supplied pipeline. That pipeline will preferentially provide BioCNG fuel to the Owner's existing CNG fueling station. The BioCNG fuel pipeline will be installed along the corridor designated by the City in the RFP documents. The City's existing fueling station dryer and compression equipment will be used to process the fuel into the vehicles. BioCNG, LLC will engineer the system, provide permit submittals through the local building authorities, manage the construction, and commission and start up the system.

BioCNG, LLC proposes to include a BioCNG™ 100 biogas conditioning system, capable of processing the existing 83 standard cubic feet per minute (SCFM) of biogas into approximately 45 scfm, or approximately 500 GGE per day of BioCNG vehicle fuel that will meet SAE J1616 compressed vehicle fuel standards. The remaining tail gas will consist of approximately 38 scfm of 27% to 30% methane, over 60% carbon dioxide, and a trace of oxygen and nitrogen. The BioCNG™ 100 can process an additional 17 scfm of biogas over the current 83 scfm, and that will allow the Owner to increase WWTP flow from the existing 7.4 million gallons per day to approximately 8.9 million gallons per day without the need to add infrastructure to the BioCNG™ system, at the current biogas production rate. At that time, approximately 600 GGE/day can be produced from the biogas.

We have designed the biogas processing and storage system to efficiently utilize as much of the generated biogas as is currently economically practical. Currently, there may be times over the weekend during low fuel use that the existing biogas and planned BioCNG storage are full and the system will shut down. We can discuss options for additional BioCNG storage capacity and associated costs if it is desired to continue to process biogas during these prolonged periods of low fuel use. With the City's stated plans of increasing time filling and CNG fleet capacity, the cost for additional fuel storage may not be warranted.

During the pre-bid meeting held on February 26, 2014, it was stated that approximately 20% of the current biogas flow is being used in boilers to heat the digesters. In the future, all of the generated biogas will be diverted to BioCNG production and natural gas is proposed to be purchased to fuel the boilers. As an option, we propose to use our 300 Btu per cubic foot tail gas as fuel for the existing boilers and mix it with the minimum natural gas necessary to sustain combustion. In this manner, the tail gas energy content will be providing a benefit and less natural gas will need to be purchased. Contaminants such as hydrogen sulfide, volatile organic compounds and siloxanes are not present in this tail gas. We have worked with a specialty burner company to accomplish this in the past and have already spoken to them about this application. We have not included this boiler modification in our proposal, but we can coordinate this additional task if desired.

The BioCNG™ 100 system will function well at the anticipated 83 scfm of biogas currently being produced, and it has the capacity to process additional biogas as the WWTP capacity grows. The

operation and maintenance costs provided in this proposal are based on the proposed biogas flow of 83 scfm. As the WWTP capacity expands past the BioCNG™ 100's capacity, additional BioCNG™ units can be provided to process the additional biogas processing. Our site design will provide for the future expansion capability. Based on discussions held during the pre-bid meeting, we plan on not interconnecting the BioCNG control panel with the existing Siemens control panel in the WWTP. This was the desired approach based on the potential communication issues between panels. In order to facilitate remote monitoring of the BioCNG™ unit, we assume that an ethernet connection will be available.

Based on the reported 3,000 ppm of hydrogen sulfide in the biogas, we propose two sulfa treat vessels as a part of the BioCNG processing. This installation will also allow the BioCNG™ system to keep operating while the spent sulfa treat in one vessel is removed and the biogas flow is diverted through the second vessel. These vessels will be insulated and protected from winter weather.

The processed BioCNG will be compressed to 130 pounds per square inch (PSI), and regulated down to 95 psi prior to being transmitted into the pipeline. We will limit the BioCNG pipeline pressure to approximately 95 psi in order to minimize the gas pipeline regulatory and installation costs and provide for BioCNG storage in the pipeline at pressures over the minimum necessary to supply gas at the desired compressor inlet pressure. Storing the BioCNG in the pipeline at 95 psi will provide approximately five hours of BioCNG storage at the current production rate. In order for the City to make a decision on the cost of additional BioCNG storage, we have included an optional price for a BioCNG storage vessel that would store gas at 130 psi. This vessel will be able to store approximately eight hours of useable BioCNG production. When fueling demand increases, the stored BioCNG, along with the produced BioCNG will be released into the pipeline for increased BioCNG fueling capacity.

In addition to the approximately 5 hours of BioCNG storage capacity in the pipeline, additional biogas storage is available in the existing WWTP anaerobic digester gas-holder cover. Based on information provided by the City, approximately 24,000 cubic feet of biogas storage capacity is available in the gas holder. We propose to utilize this storage capacity after the BioCNG storage capacity is full during periods of low vehicle fuel use. If the WWTP gas holder is needed for additional biogas storage, approximately 5 hours of storage is available at the current biogas generation rate. This stored biogas would then be released to the BioCNG system at approximately the 100 scfm capacity of the BioCNG unit. In this manner, the BioCNG unit will be utilizing the current average 83 scfm of biogas generation plus approximately 17 scfm of the biogas storage. We anticipate that this storage volume will only be utilized on weekends and the stored biogas will be processed as fuel as soon as the fueling demand increases. Based on the reported gas holder storage volume and the BioCNG™ 100 processing capacity, the stored biogas volume will be reduced to normal operating conditions (83 scfm) in approximately 24 hours if the fuel demand is available. In rare cases, the BioCNG™ unit would shut down if the storage capacity is full and the fueling activities do not resume as anticipated.

As stated at the pre bid meeting, the City is planning on adding 10 new time fill posts in 2014 to fuel an expanded CNG fleet. Once the additional vehicles are added to the existing fleet, the need for fuel storage at the WWTP will greatly be reduced. BioCNG, LLC can assist the Owner with planning the fleet fueling sequencing to maximize BioCNG fuel use and minimize the need to store biogas or BioCNG.

The BioCNG fuel will be transmitted through a 4-inch diameter high density polyethylene (HDPE) pipe along the pipeline route designated in the request for proposal. A 4 inch diameter pipe is capable of transmitting the total expected BioCNG flow from the expanded 25 million gallon per day WWTP capacity. The planned BioCNG output from the existing 83 scfm of biogas is approximately 45 scfm, or

500 GGE/day of vehicle fuel. At the full planned expanded WWTP capacity of 25 million gallons per day, approximately 280 scfm of biogas will be produced using current biogas generation rates. That quantity of biogas can produce approximately 150 scfm of BioCNG, or 1,700 GGE/day. The 4-inch diameter pipeline is capable of transmitting this increased flow, although equipment other than the pipeline will not be sized for this increased flow as part of this proposal.

The BioCNG transmission pipeline will terminate adjacent to the existing natural gas fuel line at the existing CNG fueling station. BioCNG, LLC will interconnect to the existing CNG fueling station between the existing natural gas meter and the existing desiccant dryer. The required valves and piping will be provided for preferential use of the BioCNG during fueling operations. BioCNG, LLC has previously completed this type of interconnection and the flow of natural gas to the fueling equipment will be automated and seamless if the BioCNG production cannot keep pace with fueling demand.

Below is a summary of key BioCNG Project Components and a Task listing of Design Components:

Key BioCNG, LLC Procured and Installed Project Components

- Winterized, Skid mounted, BioCNG™ 100 gas conditioning and compression unit, expandable to grow with WWTP expansion
- Skid mounted BioCNG chiller and control panel
- Two insulated Hydrogen Sulfide removal vessels
- Concrete pads sufficient to support the Included BioCNG equipment
- Electrical power supply connection at the existing WWTP motor control center
- Required control and power cables between BioCNG components
- Below ground interconnection with the existing biogas flare supply line
- Below ground interconnection with the flare supply line for tail gas disposal
- Piping and valves to provide for biogas flaring when the BioCNG unit is off line
- Below ground condensate interconnection with the existing sanitary sewer system through an adjacent manhole
- BioCNG pipeline transporting compressed BioCNG to the existing fueling station
- Existing CNG fueling station integration and equipment to preferentially use BioCNG over CNG, and seamless switchover when CNG demand exceeds BioCNG production

KICKOFF MEETING

BioCNG, LLC proposes to start the project with a kick off meeting that will include BioCNG, LLC staff along with our construction management team member and our local civil/survey consultant, River City Consultants. During that kick-off meeting we will obtain additional site information, start to develop the preliminary design information, and discuss deliverables and project schedule.

TASK 1 – PRELIMINARY DESIGN AND LONG LEAD ITEM PROCUREMENT

1. Prepare Design Basis to include:
 - a. Updated single line diagrams
 - b. Facility general arrangement
 - c. Equipment specification, for long lead equipment bids
 - d. Procurement and construction schedule

- e. Pipeline route confirmation
- f. Identify permit requirements

TASK 2 – DESIGN PHASE SERVICES

1. Design of civil systems including:
 - a. Facility general arrangement
 - b. Site improvements
 - c. Site utilities
 - d. Site restoration
 - e. Pipeline corridor survey and staking
 - f. Storm water and erosion control design and permitting
 - g. Easement descriptions on five private land parcels
2. Design of structural systems including:
 - a. Geotechnical data review
 - b. Foundations and/or soil-supported slab on grade and equipment pads.
 - c. Establish performance requirements for seismic Zone 1
3. Design of mechanical piping systems including:
 - a. Piping connections required between equipment
 - Existing blower/flare and BioCNG inlet and tail gas
 - Condensate management from BioCNG
 - BioCNG fuel gas connection to proposed pipeline
 - Pipeline connection to existing fueling station
4. Design of electrical systems including:
 - a. Tie in to electrical service, power distribution, and grounding
 - b. Data and system control.
5. Preparation of applicable civil, structural, mechanical, electrical, and technology specifications.
6. Prepare design documents that are suitable for construction and permitting purposes.

TASK 3 – SYSTEM PERMITTING

1. Provide design drawings and narrative to obtain the following permits
 - a. City of Grand Junction Building Permit
 - b. City of Grand Junction right of way access permit
 - c. Colorado Department of Transportation right of way access permit
 - d. City of Grand Junction Fire Marshall submittal
 - e. Army Corps of Engineers coordination

TASK 4- CONSTRUCTION PHASE DESIGN SERVICES

1. Contract administration and site supervision related to facility component construction
2. Review shop drawing submittals
3. Provide engineering interpretation as necessary
4. Run construction meetings and teleconference calls during the design and construction phases
5. Provide as-constructed documentation and documentation drawings
6. Provide applicable certifying engineer visits during construction

TASK 5- COMMISSIONING AND PROJECT CLOSEOUT SERVICES

1. Manage the BioCNG™ unit and fueling system commissioning.
 - a. Develop a Commissioning Plan
 - b. Conduct system performance testing including:
 - 1.) Obtain and analyze inlet and outlet gas samples to confirm system operation
 - c. Review Operations and Maintenance (O&M) Manuals for completeness.
 - d. Issue two final O&M binders including all documentation and one electronic copy on CD or DVD.
2. Train designated City of Grand Junction staff during a three day start up and commissioning activity.

DESIGN ASSUMPTIONS

- Untreated biogas flow of 120,000 scf/day, 83 scfm. (Owner information)
- Biogas is delivered at the sulfur removal vessels at positive pressure.
- Average methane content of biogas is 64%. (Owner information)
- Maximum hydrogen sulfide content of biogas is 3,000 ppm. (Owner information)
- Average combined VOC and Siloxane content of biogas is 2,000 ppb.
- Electric power, 800 AMP, 480 Volt service, and required utilities are available within 50 feet of the proposed equipment location, and suitable for that equipment.
- The BioCNG control panel will be a stand-alone system and not be integrated with the existing Siemens system. (Owner information)
- Condensate disposal is available in on-site sanitary sewer system.
- BioCNG tail gas (approximately 38 scfm at 27% to 30% methane) can be combusted in the existing site flare.
- The proposed BioCNG pipeline is approximately 5.75 miles long based on the Owner provided pipeline route.
- The fueling station tie-in point is aboveground. (Owner information)
- Fueling station compressors are capable of compressing the BioCNG output and no modifications are required. (Owner information)
- Pipeline right-of-way and easements if necessary are provided by Owner. (Owner information)
- BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers as necessary. Based on our experience with similar projects, we have included an allowance for

completing this activity. If unforeseen wetland or floodway mitigation activities are required, we will discuss this level of effort with the City before proceeding with the work.

We recommend as soon as the City awards this contract that a new sample of biogas be obtained and tested for major gas components (methane, carbon dioxide, oxygen and nitrogen), and volatile organic compounds, siloxanes and hydrogen sulfide. BioCNG, LLC will use the analytical data to confirm the included design and operation and maintenance budgets. If the biogas varies significantly from the assumed inlet conditions, BioCNG, LLC will provide recommendations in order to efficiently produce an acceptable CNG vehicle fuel from the biogas. We can discuss this item prior to the project kick off meeting and we could set up the required sampling containers to be shipped to the City.

PROJECT SCHEDULE

Presented below is our approximate schedule for completion of the work. Our completion time is based upon days after authorization to proceed. In addition, timely input from OWNER and permitting Agencies must be provided in order to meet this schedule. The below schedule indicates that the project could be online within approximately 10 months from issuance of the notice to proceed.

ESTIMATED PROJECT SCHEDULE⁽¹⁾		
Schedule Work Item	Start	End
Authorization to Proceed and Equipment Down Payment (Assumed to be June 5, 2014)	Day 1	Day 1
Kickoff Meeting	Day 7	Day 7
Basis of Design Complete	Day 7	Day 28
Final Design and Permit Applications (6 weeks)	Day 28	Day 70
Permit Review and Issue (Assumed to be 8 weeks)	Day 70	Day 126
BioCNG Equipment Order (6 Months From Equipment Down Payment)	Day 7	Day 187
BioCNG Site Construction at WWTP	Day 126	Day 201
Pipeline Construction (4 Months From Permit Issue)	Day 126	Day 246
CNG Station Tie In	Day 246	Day 248
System Start Up and Commissioning	Day 256	Day 263
Issue BioCNG System O&M Manuals (O&M Manuals will be available at Commissioning)	Day 256	Day 256
Issue BioCNG System and Pipeline As Built documentation	Day 248	Day 290

Notes:

(1) These are only estimated start and finish dates.

(2) Within 6 weeks of approved purchase order and equipment down payment receipt, BioCNG, LLC will provide a preliminary gas conditioning design package.

It is anticipated the City's time commitments will be limited during the design and construction phases of the project. Below is a listing of the anticipated activities expected of the City.

- We anticipate attendance at the Kick Off meeting and time related to assembling the required background documents in order for the project design to proceed.
- Design review should be limited to one to two weeks.
- Assistance in storm water management planning, erosion control plans and coordination with the Army Corps of Engineers, if required.
- City will be responsible for obtaining the additional easements on the five private parcels where the pipeline will cross.
- City attendance at routine construction progress meetings, assumed to be weekly during the pipeline construction.
- City staff availability during start up and commissioning, assumed to be three days.
- City's routine contract administration and management activities.

SECTION D
REFERENCES

References

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jeffd@zerowasteenergy.com

**SECTION E
FEES**

Fees

BioCNG, LLC proposes that the work described in this proposal will be completed for the Total Cost Not to Exceed (NTE) fees shown in the following table. These below Tasks and Costs are provided based on the Owner described Schedule of Values.

SCHEDULE OF VALUES

TASK	TYPE	TOTAL TASK COST
1- Schematic Design of BioCNG Installation and Pipeline A – Includes Preliminary and Final design and Project Administration	NTE	\$171,473
2- Subcontractor Bidding A – Includes Project Administration, Bidding and SubContractor Agreements	NTE	\$58,500
3- Construction of BioCNG Installation (Includes Permitting)	NTE	\$1,181,718
4- Construction of Pipeline (Includes Permitting)	NTE	\$1,291,436
5- Project Close Out including System Start Up and Commissioning A – Includes Record Documents and System Start Up and Commissioning	NTE	\$96,669
Total	NTE	\$2,799,796

Additional work requested by the OWNER can be provided on a Time and Material basis based on the BioCNG 2014 Schedule of Values included in Attachment 4.

As discussed in the Design Assumptions above, BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers (ACOE) as necessary. Based on our experience with similar projects, we have included an allowance of \$15,000 for completing this activity. We will bill this activity separately as a Time and Material item. If unforeseen wetland or floodway mitigation activities are required, or if the ACOE requires additional permitting activity, we will discuss this level of effort with the City before proceeding with the work.

We are also including an optional price for additional BioCNG storage at the WWTP. As discussed in the proposal text, with the planned CNG fleet expansion, this storage may not be necessary at the current biogas generation rate. The additional installed price for a 30,000 gallon water capacity medium pressure storage vessel that would add approximately 8 hours of BioCNG storage at the current biogas generation rate is \$140,000. We can discuss this option further with the City if desired.

The completed and signed SECTION 7.0: SOLICITATION RESPONSE FORM, RFP-3813-14-SDH “Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project”, is included in Attachment 5. BioCNG, LLC has reviewed the included General Contract Terms and Conditions and we do not take exception to this document.

Upon final selection and contract negotiation, BioCNG, LLC will provide a schedule of values that includes the below BioCNG equipment payment schedule and progress payments that will be used for overall project billing.

BioCNG Equipment Cost and Payment Schedule

The described BioCNG equipment cost is included in the BioCNG Construction Tasks in the above table. The BioCNG equipment will be provided based on the following payment schedule. BioCNG equipment is proposed for a lump sum price of \$929,736. This price does not include sales tax, fees, or other taxes. Fifty percent of the lump sum price (\$464,868) is due and payable with your authorization to proceed with the project.

Forty percent of the lump sum price (\$371,894) is due upon our written notice that the equipment is ready to ship to the job site. The remainder of the lump sum price (\$92,974) is due “net-30 days” from the date of the start-up (not to exceed 60 days from date of shipment).

All pricing and proposed scope of work is based on information available to BioCNG, LLC at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the price may require modification.

Assumptions

1. We have proposed horizontal drilling of the pipeline for completing the parkway pipeline construction based on anticipated high water table issues in portions of the parkway adjacent to the Colorado River. Open trench excavation may be a less expensive option for this portion of the pipeline installation if conditions allow for it, and we will discuss this option with you if desired.
2. Water for pipeline horizontal drilling method is estimated to be in excess of 10,000 gal. If water source is from the hiking trail ditch or river, water can be pumped by hoses and save excess heavy truck traffic in the parkway. This option will be explored as part of the permitting process. The existing parkway sidewalk may not support the anticipated heavy truck traffic since some pavement areas are already experiencing decline. We propose to document existing pavement conditions prior to the start of construction. We would assist the City with a sidewalk repair allowance budget based on this preconstruction photo documentation. Care will be taken not to break sidewalk sections that are documented to be in good shape prior to starting construction.
3. Compacted gravel surface treatment will be included surrounding the concrete pads for the proposed BioCNG equipment. Other disturbed areas will be restored to existing site conditions.
4. Additional fencing around the BioCNG equipment is not included in the pricing.
5. Owner agrees to pay for materials stored at time of material order.

BioCNG Operation and Maintenance Cost

Attachment 6 includes worksheets that summarize the operation and maintenance (O&M) costs for the BioCNG™ 100 operating at the current biogas flow of 83 scfm and at the maximum flow of 100 scfm. The annualized costs are provided along with the cost per GGE. The cost per GGE is very similar at \$0.69 per GGE for 83 scfm and \$0.65 per GGE for 100 scfm. While the cost for media change out is less

when operating at 83 scfm versus 100 scfm, the overall O&M cost is spread out over less GGE's produced at 83 scfm versus 100 scfm. As the WWTP expands, and additional BioCNG capacity is added, the overall cost per GGE will continue to be reduced.

Warranty

All new equipment is warranted as detailed in the Attachment 7. No performance warranty exists for the CO₂ separation membranes beyond startup except for physical damage or manufacturer defects. BioCNG, LLC warrants that the fuel produced by the BioCNG™ system will meet SAE J1616 if the following criteria are met:

- Operation and maintenance of the BioCNG™ system must be completed by in accordance with the BioCNG, LLC recommendations and written documentation of all operations and maintenance performed must be maintained by and provided to BioCNG, LLC upon request.
- The inlet raw biogas must meet the following minimum criteria in order for BioCNG, LLC to warrant fuel quality:
 - Methane gas concentration greater than 50 percent by volume,
 - Nitrogen gas concentration less than 5 percent by volume,
 - Siloxane & VOC gas concentration less than 1,500 ppbv,
 - Hydrogen sulfide gas concentration less than 1,000 ppmv
 - Oxygen gas concentrations less than 1.0 percent by volume
- The OWNER provided the below inlet raw biogas information. This information was used to predict the BioCNG fuel quantity and the anticipated O&M schedule and costs included in this proposal:
 - Methane gas concentration greater than 64 percent by volume,
 - Nitrogen gas concentration less than 2 percent by volume,
 - Siloxane & VOC gas concentration less than 1,500 ppbv,
 - Hydrogen sulfide gas concentration less than 3,000 ppmv (BioCNG has included two hydrogen sulfide removal vessels in order to accommodate the anticipated 3,000 ppm of hydrogen sulfide.)
 - Oxygen gas concentrations less than 1.0 percent by volume
 - The OWNER should note that not meeting the standards listed in Item 3, may reduce the quantity of BioCNG produced and increase the O&M cost of the BioCNG unit, but will not impact the performance Warranty, as long as minimum standards listed in Item 2 above are met.
- Inlet raw biogas is sampled for laboratory analysis at the same time as the outlet fuel is sampled (so they may be compared).
- Owner's fueling station properly performs the final stage of gas drying and compression.

ATTACHMENT 1
BIOCNG EQUIPMENT AND PROJECT DESCRIPTIONS



TECHNICAL PRODUCT SPECIFICATION

WWW.BioCNG.US

March 2013

How does it work?

- Biogas is piped to the BioCNG™ System (Patent pending) from a landfill or anaerobic digester
- Hydrogen Sulfide (H₂S), Moisture (H₂O), Siloxanes, Volatile Organic Compounds (VOC), and Carbon Dioxide (CO₂) are removed
- Fuel is piped to a CNG fueling system and compressed for use in CNG vehicles



Shown with optional enclosure



PERFORMANCE SPECIFICATIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Biogas Inlet Flow Required (scfm)	50	100	200
Fuel Production (GGE/day)	200-300	375-600	775-1,200

BIOGAS SPECIFICATIONS

Biogas Conditions	Typical Raw Biogas Inlet	Typical Product Gas to Fueling System	Waste Gas
Methane (CH ₄):	> 50%	> 91%	> 21%
Carbon Dioxide (CO ₂):	< 50%	< 4%	< 75%
Nitrogen (N ₂):	< 5%	< 8%	< 5%
Oxygen (O ₂):	< 1%	< 0.5%	< 2%
*Hydrogen Sulfide (H ₂ S):	< 1,000 ppmv	< 5 ppmv	< 5 ppmv
*Siloxanes and VOCs:	< 2,000 ppbv	< 100ppbv	< 100ppbv

* BioCNG can accept more of these compounds. Raw Biogas should be analyzed in order to predict operation cost.

For more information contact:
 Kay Turgeson biocnginfo@biocng.us

DIMENSIONS AND CLEARANCES

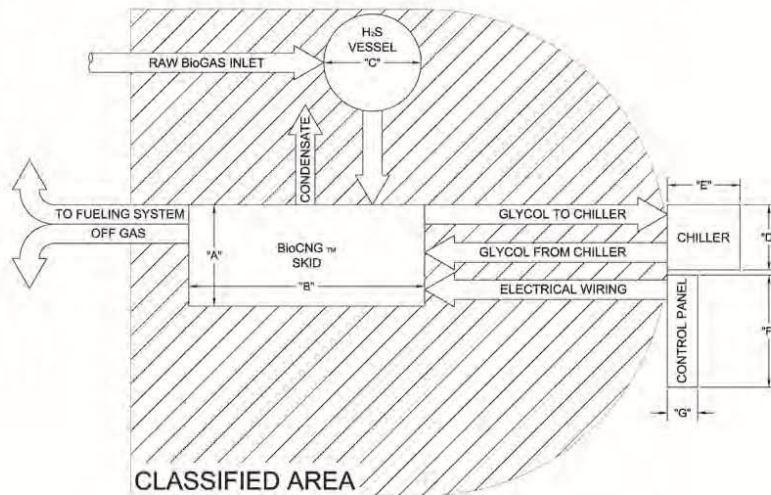
	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
BioCNG™ Skid - : A x B x Height	11'W x 18'L x 12'H	11'W x 18'L x 12'H	12'W x 19'L x 12'H
H ₂ S Removal Vessel: C x Height	6' x 15'H	8' x 17'H	10' x 17'H
Control Panel: G x F x Height	18"W x 61"L x 75"H	18"W x 61"L x 75"H	18"W x 61"L x 75"H
Chiller: D x E x Height	35"W x 48"L x 43"H	54"W x 78"L x 86"H	54"W x 78"L x 86"H
System Operating Weight (lbs): BioCNG™ Skid/H ₂ S Removal Vessel/ Control Panel/Chiller	11,000/20,000/ 1,000/2,000	13,000/45,000/ 1,000/3,000	15,000/65,000/ 1,000/4,000

Dimensions do not include required installation or maintenance clearances and are subject to change

Typical BioCNG™ system layout.

This is for representation purposes only. Many different layouts are possible depending on site constraints.

The BioCNG sales team can discuss your specific site requirements to help you plan an appropriate system configuration.



UTILITY SPECIFICATIONS*

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Electrical Requirements	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.
Full Load Amps (FLA)	60	90	140
Parasitic Load, kW (approximate)	32	54	70
Condensate Drain - Gallons Per Day	27	55	110
*Does not include vehicle fueling system			

PROCESS CONNECTIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Raw Biogas Inlet	3"	4"	4"
Product Gas to Fueling System	2"	3"	3"
Off Gas	2"	3"	4"
Condensate	1"	1"	1"

BioCNG, LLC, 8413 Excelsior Drive, Suite 160, Madison, WI 53717 www.biocng.us



Sacramento, CA
BioCNG Biogas to CNG Vehicle Fuel
Project Fact Sheet

BioCNG™
Vehicle fuel for a green future



KEEPING IT GREEN SINCE 1998





Sacramento, CA

BioCNG Biogas to CNG Vehicle Fuel Project Fact Sheet

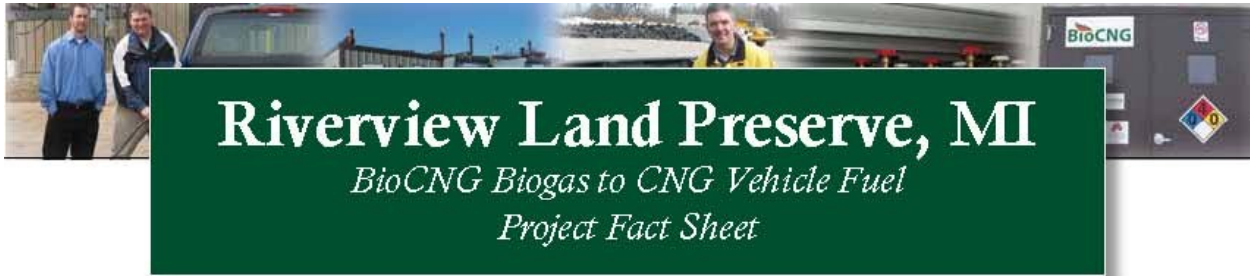
Biogas Source	Food Waste Digester - Clean World Partners
Size	25-100 TPD
Gas Collected <i>(entire site)</i>	100 scfm
Other Gas Use	Reciprocating engine and a future boiler for burning waste gas
Available Gas for CNG	100-300 scfm
Size of BioCNG Unit	BioCNG 100 and BioCNG 200
Equipment	H ₂ S removal, chilling, VOC/Siloxane removal, CO ₂ removal; two low pressure, 275 psi, 18,000 gallon water capacity storage vessels; waste gas and backup flare connection to natural gas fueling station for additional capacity
Fueling Station	Equipment by Clean Energy
Start-up Date	May 2013
Fuel Production (GGE)	500-1500 GGE/Day
Waste Gases	Power generation and/or waste heat boiler
Back Up For CNG Fueling	Natural gas
Fleet Size/Type	Atlas Disposal refuse trucks, buses and other third party users

Typical BioCNG Sizing and Cost Information					
System size	Biogas inlet flow (scfm)	Typical Fuel Production (GGE/day)	Typical CapX (\$million)	Typical O&M (\$/GGE)	Typical Total fuel cost (\$/GGE)
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
<i>Notes:</i> 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to \$1/GGE. 5. Does not include road tax 6. Assume 60% methane					



For more information, please contact:
 KayTurgeson - (630) 410-7202
 biocnginfo@biocng.us





Riverview Land Preserve, MI

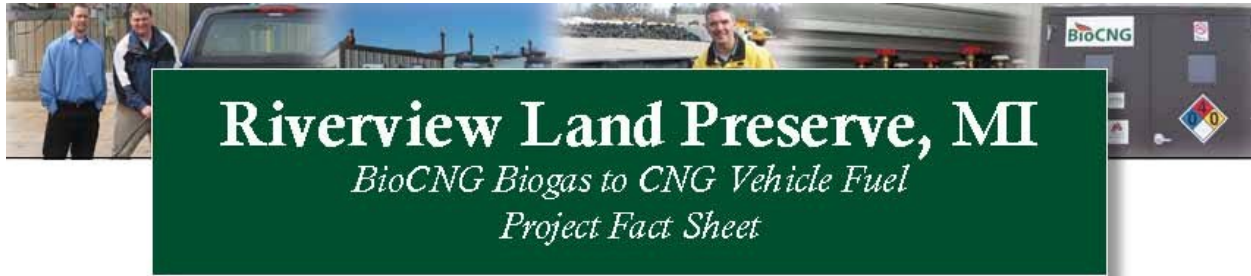
*BioCNG Biogas to CNG Vehicle Fuel
Project Fact Sheet*



For more information, please contact:

Kay Turgeson
Assistant Business Manager
630.410.7202
biocnginfo@biocng.us
<http://www.biocng.us>





Biogas Source	MSW Landfill
Size (MGD)	3,000-4,000 TPD, depending on season
Gas Collected (entire site)	4,400 scfm
Gas Quality	Methane (CH4) - 52%, but extracting from a richer area for BioCNG
Flares	2,100 scfm open flare 4,000 scfm open flare
Other Gas Use	Landfill gas-to-energy plant owned by Riverview Energy Systems (a joint owned firm by DTE Biomass and Landfill Energy Systems) with two Caterpillar Solar turbines producing 6.4 MW
Available Gas for CNG	100 scfm
Size of BioCNG Unit	BioCNG 100
Components	H ₂ S removal, chilling, VOC/Siloxane removal, CO ₂ skid-mounted/winterized
Fueling Unit	ANGI Fueling Station
Start-up Date	April 2013
Fuel Production (GGE)	450-550 GGE/Day (approximate maximum)
Waste Gases	Routed to turbine plant and flares
Back Up For CNG Fueling	Natural gas to be piped in at approximately 10 psi
Fleet Size/Type	Starting with two vehicles; City implementing a conversion program as vehicles are replaced
Outside Users	Adjacent municipalities and landfill customers

Typical BioCNG Sizing and Cost Information					
System size	Biogas inlet flow (scfm)	Typical Fuel Production (GGE/day)	Typical CapX (\$million)	Typical O&M (\$/GGE)	Typical Total fuel cost (\$/GGE)
BioCNG 50	50	200-300	1.2	1.06	1.77
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<i>Notes:</i> 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to \$1/GGE. 5. Does not include road tax 6. Assume 60% methane					





St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet





St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate (average tons per day)	275 TPD
Gas Collected (entire site)	300 scfm
Gas Quality	Methane (CH ₄) - 55-58%
Flare	Onsite flare used continuously
Other Gas Use	None
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H ₂ S removal, chilling, VOC/Siloxane removal, CO ₂ removal, skid-mounted
Fueling Unit	Air & Gas Technology-fast fueling, single compressor
Start-Up Date	March 2012
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Landfill flare
Back Up For CNG Fueling	Gasoline bi-fuel vehicles
Fleet Size/ Type	15 sheriff and public works vehicles

Typical BioCNG Sizing and Cost Information					
System size	Biogas inlet flow (scfm)	Typical Fuel Production (GGE/day)	Typical CapX (\$million)	Typical O&M (\$/GGE)	Typical Total fuel cost (\$/GGE)
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
	Notes: 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to \$1/GGE. 5. Does not include road tax. 6. Assume 60% methane				



For more information, please contact:
 KayTurgeson - (630) 410-7202
 biocnginfo@biocng.us





Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet





Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate (average tons per day)	675 TPD
Gas Collected (entire site)	1600 scfm
Gas Quality	Methane (CH ₄) - 50-55%
Other Gas Use	6.4 MW LFG-TE Plant
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H ₂ S removal, chilling, VOC/Siloxane removal, CO ₂ removal, skid-mounted/winterized
Fueling Unit	ANGI-fast fueling, single compressor with expansion capability
Start-up Date	March 18, 2011
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Routed to engines for destruction
Back Up For CNG Fueling	NG will be available on site
Fleet Size/ Type	Approximately 19 pickups and cars - county vehicles
Outside Users	None at this time
Performance Issues	None

Typical BioCNG Sizing and Cost Information					
System size	Biogas inlet flow (scfm)	Typical Fuel Production (GGE/day)	Typical CapX (\$million)	Typical O&M (\$/GGE)	Typical Total fuel cost (\$/GGE)
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
Notes: 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to \$1/GGE. 5. Does not include road tax. 6. Assume 60% methane.					



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Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet



Photos courtesy Unison and AECOM





Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	WWTP digester
Size (MGD)	18 MGD
Gas Collected (entire site)	200 scfm
Gas Quality	Methane (CH ₄) - 62%
Flare	Available
Other Gas Use	Combined heat and power with micro turbines
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H ₂ S removal, chilling, VOC/Siloxane removal, CO ₂ removal; (4) 48" inflatable gas storage spheres
Fueling Unit	ANGI fast fueling station
Start-up Date	February 2011
Fuel Production (GGE)	Up to 275 GGE/day
Waste Gases	Routed to turbines for destruction
Back Up For CNG Fueling	NG backup through the use of a manual three-way valve
Fleet Size/ Type	Vehicles on order
Outside Users	None at this time
Performance Issues	None

Typical BioCNG Sizing and Cost Information					
System size	Biogas inlet flow (scfm)	Typical Fuel Production (GGE/day)	Typical CapX (\$million)	Typical O&M (\$/GGE)	Typical Total fuel cost (\$/GGE)
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
	<i>Notes:</i> 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to \$1/GGE. 5. Does not include road tax 6. Assume 60% methane				



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ATTACHMENT 2
T.V. JOHN AND SONS QUALIFICATIONS



T.V. John & Son, Inc.
Statement of Qualifications

5201 N. 124th Street Butler, WI 53007 PH (262) 781-9304 Fax (262) 781-9406 www.tvjohn.com



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3. Markets We Serve
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 - c. Water & Wastewater
 - d. Education
4. Ownership Group
5. Resumes of Key Team Members

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Executive Summary

Vision Statement

We partner with our clients to become their trusted advisor for project planning and construction services which leads to outstanding construction projects.

Mission Statement

Our client's success is our highest priority. We have a solid team of industry experts who ensure project success through:

- Proper Planning
- Effective Communication
- Systematic Project Management
- Total Quality Management

Project Planning & Construction Service Programs

T.V. John & Son, Inc (TVJ) offers a full range of construction services throughout the United States that are delivered in numerous ways to fit our clients' needs for any project size. The specific services are detailed later in this SOQ. Programs include:

- RFP Assistance for Planning & Budgeting
- Pre-Construction Planning & Budgeting
- Construction Management
- Owner's Representative
- Engineer-Procure-Construct (EPC)
- Design-Build
- General Construction

About T.V. John & Son, Inc.

T.V. John & Son, Inc. (TVJ) is a Wisconsin-based corporation established in 1954 as a general and specialty trade contractor. We have extensive experience in managing construction projects, as well as expertise in self-perform masonry, concrete, carpentry and miscellaneous demolition work.

TVJ has been a family-owned business since 2001. We have continually diversified our service offerings to coincide with the needs of our clients. Since 1999 TVJ has completed over 110 school construction projects, over 30 water and wastewater projects, and several dozen miscellaneous capital improvement construction projects. In addition to serving clients in Wisconsin, we developed a national business model in 2005 to provide project planning and construction services for clients that have a multi-state presence. Since making this move, we have completed over 70 multi-million dollar projects in 29 different states across the USA for the Energy, Big Box / Retail and Water & Wastewater Markets.

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Executive Summary (continued)

Safety

T.V. John & Son, Inc. (TVJ) promotes and exercises a zero accident culture with our employees, subcontractors and as our work affects the public. Safety in all TVJ Operations is not a corporate goal, it is a requirement! To this end, we have formulated a written safety policy to govern all the operations of TVJ. It is a condition of employment with TVJ that all employees must adhere faithfully to the requirements of this policy and the safety rules, instructions and procedures issued in conjunction with it. Failure to do so will result in disciplinary action.

The safety program has been developed to serve as a guide in achieving the following:

- The uniform coordination of a safety program that will be in compliance with established industry practices and implementation of OSHA and CAL/OSHA Safety and Health Standards
- Establish clear lines of communication, responsibility and accountability for safety programming throughout T.V. John & Son, Inc, and all of its subsidiaries.
- Elimination of personal injury, general liability, and property damage losses, thus reducing losses to TVJ, Subcontractors, Owners, and Customers
- Strive to develop realistic and workable safety policies.

Total Quality Management (TQM)

The TVJ Total Quality Management (TQM) program assures the effective and efficient completion of construction projects, beginning during the project design phase by utilizing proven control procedures. During the project bidding phase TVJ's TQM program utilizes a detailed work category description procedure to clearly define the work scopes for all construction trades required on every project. This addresses gaps and overlaps between construction trades and reduces project change orders. Another control procedure in our TQM is setting the project schedule during the bidding phase. This establishes the performance expectations for all trade contractors. The TVJ TQM program's success is based on the use of checklists, close coordination with vendors, effective and regular communication with the entire project team and continuous construction schedule monitoring. TVJ's TQM also utilizes installation manuals detailing owner requirements through the use of photos and text to ensure client specific expectations are met for system installations.

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Project Planning & Construction Services

T.V. John & Son, Inc (TVJ) offers a full range of services that are delivered in numerous ways to fit our clients' needs. The TVJ Service Programs include; RFP Assistance, Pre-Construction Planning & Budgeting, Construction Management, Owner's Representative, Engineer-Procure-Construct (EPC), Design-Build and General Construction. Specific services that TVJ can provide include:

PRE-CONSTRUCTION

Project Planning

- Prepare Project Summary Document & Checklist for Design & Approvals
- Develop Preliminary Project Schedule
- Assist in the collection of all data for Owner Supplied Equipment & Material (Owner Direct Purchases)
- Develop Preliminary Project Budget by creating 50% Work Category Descriptions based on 25% Design Documents
- Develop Project Communication Plan

Design

- Review Project Design Checklist
- Assist With Design Selection Process & Consultants Needed
- Perform Design Document review at 50% complete and 90% complete for a Constructability Review
- Analyze design cost estimates & identify areas for potential cost savings
- Monitor Schedule & Identify Long Lead Items
- Expedite Design Process
- Conduct Project Meetings & Take Minutes
- Assist with Regulatory Approvals
- Review Construction Delivery Options

Procurement & Bidding

- Review Project Bid Checklist
- Develop Bidding & Construction Schedule
- Conduct Extensive Search for Quality Trade Contractors To Bid on the Project
- Write Work Category Descriptions
- Manage the Project Bid Process
- Facilitate a Pre-Bid Meeting
- Coordinate Owner Direct Purchases
- Expedite the Answering of Bid RFIs
- Prepare Bid Analysis and Contractor qualification information and Review Details with Client.

CONSTRUCTION

Project Start-Up

- Write construction trade contracts & Ensure proper insurance coverage is obtained
- Review Project Start-up Checklist
- Establish Project Communication Plan
- Set All Project Safety Expectations
- Prepare Cash Flow Projections
- Set Delivery Dates for Owner Direct Purchases
- Establish A Firm Construction Schedule
- Hold a Pre-Construction Meeting for all Trade Contractors and the TVJ Site Superintendent.

Construction

- Monitor Onsite Construction Activities
- Review Payment Requests & Make Payment Recommendations for all Invoices
- Establish Running Punchlist
- Document Project Scope & Design Changes.
- Negotiate & Document Change Orders
- Monitor Project Budget
- Conduct Daily Quality Control and Safety Inspections.
- Write and Distribute Daily Work Reports & Photos.
- Write and Distribute Weekly Project Update Summaries with 3-Week Look Ahead Schedules.
- Work to Resolve Disputes that Arise
- Perform all Project Closeout Reviews including inspections, punchlist completion, receipt of O&M and warranties, permit signoffs, owner training and secure occupancy permit

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Energy Market Overview

Over \$295 Million of Renewable Energy work in place

Over 209 Mega Watts of Power Produced

Over 60 Projects Completed in 25 States

**Installed to Date
156 ~ 800 KW Gensets
53 ~ 1.6 MW Gensets**

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Construction of over 60 Biogas facilities in 7 years and 25 States has made T.V. John & Son, Inc. the #1 Biogas Contractor in the USA. Project Types Include Biogas to Electricity, Biogas to Compressed Natural Gas (CNG) and Biogas Treatment. These facilities generally include masonry buildings that vary in size from 4,000 SF to

12,000 SF. The roof structure is constructed of structural steel framing with decking covered by a fully adhered membrane roof system and insulation. The floors are reinforced structural concrete slabs with various reinforced equipment pads. The facilities house between one (1) and eight (8) Caterpillar engine generator sets with all support equipment. The support equipment includes the gas compressor and aftercooler, radiators, and silencers. The control rooms contains the facility switchgear and motor control center.

Construction trades coordinated by TVJ include; Excavation /Grading, Site Utilities, HDPE Piping, Concrete , Masonry, Steel Supply, Steel Erection, Carpentry, Roofing, Caulking, Hollow Metal Doors, Overhead Doors, Glazing / Aluminum Windows, Skylights, Drywall, Acoustical Ceiling, Painting, Bath Accessories, Process Piping, Plumbing, HVAC, Electrical.

The following two pages list the TVJ Energy Projects.



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Energy Market Projects

Northwest Regional	Surprise, AZ
Chestnut Ridge	Heiskel, TN
DFW Chiller	Lewisville, TX
Herkimer (Oneida-Herkimer)	Boonville, NY
King George Sulfa-Treat	King George, VA
Lockwood	Sparks, NV
Pine Tree Acres Sulfa-Treat	Lenox, MI
Springhill	Campbellton, FL
West Camden	Camden, TN
St. Nicephore	Quebec, Canada
Alliance	Taylor, PA
Arden	Washington, PA
Austin Community	Austin, TX
Bethel	Chaffee, NY
Burnsville	Burnsville, MN
CDSL	Coconut Creek, FL
Chaffee	Chaffee, NY
Chaffee Expansion	Chaffee, NY
Columbia Ridge	Arlington, OR
Crossroads	Norridgewock, ME
DAD's	Aurora, CO
Dallas Ft. Worth	Lewisville, TX
Deer Track	Watertown, WI
Deer Track Park Addition	Watertown, WI
Douglas City	Bennington, NE
Eagle Valley	Orion, MI
Eco Vista	Springdale, AR
Farmers Branch (Camelot Landfill)	Lewisville, TX
Fitchburg	Westnubsterm, MA
Fitchburg Expansion	Westnubsterm, MA
Five Oaks	Taylorville, IL

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Energy Market Projects (continued)

High Acres	Fairport, NY
King George	King George, VA
Lake Mills (Central Disposal)	Lake Mills, IA
Madison County	Canastota, NY
Mesquite Creek	New Braunfels, TX
Middle Peninsula	Saluda, VA
Naples	Naples, FL
New Milford	New Milford, CT
Northern Oaks	Harrison, MI
Omega	Germantown, WI
Piedmont	Kernersville, NC
Pine Tree Acres	Lenox, MI
Prairie View	Wilmington, IL
Ridgeview	Whitelaw, WI
Riverbend	McMinnville, OR
Rolling Meadows	Topeka, Kansas
Skyline	Ferris, TX
Skyline Chiller	Ferris, TX
Spruce Ridge	Glencoe, MN
Spruce Ridge Addition	Glencoe, MN
Suburban	Glenford, OH
Superior	Savannah, GA
Timberline	Weyerhaeuser, WI
Timberline Trail RDG Addition	Weyerhaeuser, WI
Turnkey	Rochester, NH
Two Pine	Little Rock, AR
Westside	Ft. Worth, TX
Woodland	Elgin, IL
Geneva	Geneva, OH
Mahoning	New Springfield, OH

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TVJ Staff

**98 Total Retail
Projects**

**38 Market Retail
Projects**

20 States

**9
Supercenters**

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Big Box Retail Market Overview

T.V. John & Son, Inc. (TVJ) has utilized its proven and successful national construction business model to build facilities for the Big Box Retail market. The current TVJ Staff has constructed 98 of these facilities in 20 States across the United States (USA).

TVJ has built 9 "Menards" home improvement supercenters in 6 States. These projects total over 1,900,000 square feet of retail space under roof. These projects were located in:

Dayton, Ohio	\$4,500,000.00
Chesterfield, Michigan	\$6,100,000.00
Springfield, Illinois	\$6,500,000.00
St. Peters, Missouri	\$4,900,000.00
Livonia, Michigan	\$5,700,000.00
Evendale, Ohio	\$3,200,000.00
Cheyenne, Wyoming	\$4,100,000.00
Cedar Falls, Iowa	\$2,800,000.00
Manchester, Missouri	\$4,300,000.00

Other Retail / Distribution Facilities Recently Constructed by TVJ

Carpet City Warehouse, Wisconsin \$1.2M

Wirtz Beverage Warehouse & Distribution Center, Wisconsin \$1.6M

Culvers Restaurant, Wisconsin \$600K



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Water & Wastewater Market Overview

T.V. John & Son, Inc. (TVJ) has completed over 30 Water & Wastewater projects in the State of Wisconsin. Utilizing our proven and successful national business model and our expertise in the Water & Wastewater Market TVJ is completing a project for one of it's nationwide clients in California. TVJ is a leader in the Water & Wastewater Market with over \$24,000,000 of projects in place.

Project Types include: Pump Houses, Storage Tanks, Effluent Filtration, Treatment Facilities, Lift Stations, Well Houses, Reservoirs, Iron Filters, Booster Pump Stations, Sludge Storage Tanks, Wells, Radium Treatment, Clarifiers, Headworks Facilities, Screening, Specialty Equipment, Back-up Electricity Generation.

The following page lists the TVJ Water & Wastewater Projects through early 2013.

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Water & Wastewater Market Projects (Through Early 2013)

Well No. 8 GAC Filter
Well No. 11 Pumping Station
Wells No. 3 & 4 Pumping Stations
Ethan Allen WWTP Improvements
Well #8 Pumphouse
Sludge Storage Tank Addition
Unit Well No. 29 Construction
Water & Wastewater Additions
Wellhouse #4 Construction
Well #2 and Various Sites
Deep Well & Pumpstation
Wellhouse & Reservoir, Westshore Subdivision
Well No. 3 Treatment Plant
Effluent Filtration - Phase 1
Well #6 Pumping Station
Waukesha Wells 8, 11 & 12
Wellhouse & Reservoir, Autumn Ridge Subdivision
Brookfield Square Radium Treatment Facility
Wells 4 & 6 Pumping Station
Booster Pumping Station
Wastewater Treatment Plant Modifications
Burlington Pump House Well #11
Village of East Troy
Fox Lake Correctional
South Milwaukee Headworks Upgrade
Grafton Green Bay Road Lift Station
Lily Road Lift Station
Reflections Village Well House
Westward Manor Lift Station Upgrade
Wastewater Lift Stations
WWTP Disinfection Facility Upgrades
WWTP UV Disinfection
Filter Wash Pumps
Chemical Storage Tanks
Scum Facility Improvements
MMSD Tank Wall Modifications
Specialty Equipment Installation
West Bend, WI
New Berlin, WI
Eagle, WI
Wales, WI
Sun Prairie, WI
Burlington, WI
Madison, WI
Oconomowoc, WI
Cottage Grove, WI
Hartland, WI
Pewaukee, WI
Oconomowoc, WI
Darien, WI
Jackson, WI
Hartland, WI
Waukesha, WI
Ixonia, WI
Brookfield, WI
Pewaukee, WI
East Troy
Stoughton, WI
Burlington, WI
East Troy, WI
Fox Lake, WI
South Milwaukee, WI
Grafton, WI
Oconomowoc, WI
Richfield, WI
New Berlin, WI
Pleasant Prairie, WI
Mukwonago, WI
Grafton, WI
Racine, WI
North Shore Sanitary District, IL
North Shore Sanitary District, IL
Milwaukee, WI
Turlock, CA

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Education Market Overview

1998 – 2012

120 + Projects

Our approach to the construction of your project is to use the knowledge that we have gained from completing over 120 school projects of varying size since 1998. That experience has taught us that there are several critical paths in a successful project. Budget, Schedule, Flexibility

Budget – Our experience tells us that developing a budget is vital, sticking to it is even more important. With our vast and varied experience, we can develop a budget for replacing a door over a weekend, budgeting work over several years to meet the needs of your district, to the construction of a major facility renovations or additions.

Schedule – as important as the budget is, scheduling work in a school environment is key! With over 120 projects of all sizes, we have learned how to get the work done without impacting your school day.

Flexibility – No project is ever the same. Your project is the most important project to you, as your partner, it is the most important project to us. We will work with you every step of the way to complete your project with the least amount of impact to your normal day to day operations. Our goal is that when we are finished, you did not realize we were ever there!

Sample Listing of Projects

Oconomowoc Area School District
 Milwaukee Public Schools
 Elmbrook School District
 Wauwatosa School District
 Elmbrook School District
 Milwaukee Public Schools
 Milwaukee Public Schools
 Milwaukee Public Schools
 Milwaukee Public Schools
 MSOE
 Elmbrook School District
 Milwaukee Public Schools
 Oconomowoc Area Schools
 Elmbrook School District
 New Berlin School District
 Elmbrook School District

Owners Representative
 Burroughs Middle School – Remodel
 High School – Remodel Guidance Office
 McKinley Elementary – Remodel 3rd Floor
 Tonawanda – Renovate Gym
 Cass Street Elementary
 Doerfler Elementary
 Custer High - Remodel
 Browning Elementary - Remodel
 Kitchen Renovation
 Brookfield East – Front Office
 Fritsche – New Office
 Owners Representative – Summit School
 Burleigh Elementary – Office Remodel
 Owner Representative Services
 Pilgrim Park Middle School

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Ownership Group



Tim Nelson
Chief Executive Officer

Tim Nelson began his career at T.V. John & Son in 1994 in the field learning the business from the ground up in a variety of positions. In 1998, he was promoted to field site superintendent, where his duties included managing all field issues, scheduling contractors, and performing on-site set up and layout work, concrete and carpentry. Tim then became a partner and Vice President of Operations in 2002. He was elected CEO in 2011. Tim has been instrumental in the development of our national business service model as the leader of our renewable energy project team.



John Nelson
Executive Vice President - Business Development

John Nelson began his professional career as a Project Engineer with a major Midwest engineering firm in 1996 after earning his degree in Civil Engineering from the University of Wisconsin-Platteville. He joined T.V. John & Son, Inc. in 1999 as an estimator and project manager and became a partner in 2000. John has estimated and managed projects in every construction market that TVJ pursues.



Dan Nelson
Chairman - Board of Directors

Dan started his construction career with Dennis Jaeger Builders and Joseph Lorenz Inc. and joined T.V. John & Son in 1994 as Operations Manager. In 1995, he became a partner and was elected President and CEO in 1996. Dan was elected Chairman of the Board of Directors in 2011. Dan has more than 30 years of in-depth experience in all facets of construction. Along with his duties as chairman, Dan continues to be involved with many municipal and utility projects around the state of Wisconsin.

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Resumes of Key Team Members

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Tim Nelson
Chief Executive Officer

Tim Nelson began his career at T.V. John & Son in 1994 in the field learning the business from the ground up in a variety of positions. In 1998, he was promoted to field site superintendent, where his duties included managing all field issues, scheduling contractors, and performing on-site set up and layout work, concrete and carpentry. Tim then became a partner and Vice President of Operations in 2002. He was elected CEO in 2011. Tim has been instrumental in the development of our national business service model as the leader of our renewable energy project team.

PROFESSIONAL LICENSES

Arkansas
California
Colorado
Connecticut
Florida
Georgia
Iowa
Massachusetts
Mississippi
Nevada
North Carolina
Oregon
Tennessee
Virginia

Professional Certificates

NFPA 70E
OSHA 10
Jack Miller TQM
AGC Supervisory Training

PROJECT EXPERIENCE:

Waste Management Renewable Energy

Turnkey / NH
Omega Hills / WI
Riverbend / OR
Columbia Ridge / OR
Madison County / NY
Bethel / NY
Austin Community / TX
Skyline / TX
Ridgeview / WI
Deer Track / WI

Wisconsin Municipal Projects

Darien Well #3 Treatment Facility
WisPark Deep Well Pump Station
Madison Well #30
Sun Prairie Well #8 Pump Station
Eagle Wells 3 & 4 Pump Station
New Berlin Well #11 Pump Station
Brookfield Well 30 Pump Station
Waterford TID #2 Lift Station

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Ron Rouse

Vice President of Estimating, Project Controls and Major Projects

Ron is responsible for all major estimating activity and is actively involved in presenting cost estimates and detailed reviews for clients while attending post bid meetings. It is Ron's responsibility to ensure that each bid is complete in scope and to qualify all subcontractors that submit a bid and those that may be issued a contract. In addition Ron ensures that managers are complying with contract terms and that T.V. John & Son, Inc. will meet or exceed these requirements and related goals. Ron excels at developing and maintaining relationships with all current and past customers.

Menard, Inc.

Clio, MI
Hammond, IN
Jefferson City, MO
Lake Ozarks, MO
Lancaster, OH
Lebanon, IN
Manhattan, KS
Marshalltown, IA
Massillon, OH
Ontario, OH
Owensboro, KY
Salina, KS
Sandusky, OH
Sterling, IL
Sterling, IL
Toledo, OH
Topeka, KS
Wichita East, KS
Dayton, OH
Chesterfield, MI
Springfield, IL
St. Peters, MO
Livonia, MI
Ewendale, OH
Cedar Falls, IA
Cheyenne, WY

Kroger Company

Blanchester, OH
Brownstown, MI
Dublin, OH
Grosse Point, MI
Lansing, MI
Macomb, MI
Pickerington, OH
Portsmouth, OH
St. Clair Shores, MI
Ypsilanti, MI

Other Retail

Macomb Retail, Macomb MI
Vanity Store, Southfield MI
Vanity Store, Macomb MI

Education

Birmingham Elementary, OH
Chase Elementary, Toledo OH
Glenwood Elementary, Toledo OH
Keyser Elementary, Toledo OH
Livingston Elementary, Columbus OH
Newton Elementary, Newton OH
Reynoldsburg High & Elementary, OH
Sherman Elementary, Toledo OH
Start High School, Toledo OH
Stewart Elementary, Toledo OH
U of Toledo Science Center

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Dean Handrow
Senior Project Manager

Dean joined TVJ in 2008 as project manager after working at Beyer Construction for more than six years. Dean is a key member of the Renewable Energy team at TVJ and is responsible for pre-bid, bid, post-bid, construction phase and close out activities on all projects. Dean earned his BS in Construction Management and a BS in Architectural Engineering from MSOE.

EDUCATION

Milwaukee School of Engineering
B.S. Construction Management
B.S. Architectural Engineering

**PROFESSIONAL
CERTIFICATES**

NFPA 70E Certified
OSHA 30 Hour
AIC Qualified Constructor
CPR

PROJECT EXPERIENCE:

Waste Management Renewable Energy

King George Sulfa / VA
Northwest Regional / AZ
Alliance Gas Comp / PA
Dallas-Fort Worth / TX
Eagle Valley / MI
Farmers Branch / TX
Mesquite Creek / TX
Middle Peninsula / VA
Piedmont / NC
Pine Tree Acres / MI
PTA Sulfa Treat / MI
Superior / GA
Woodland / IL

Menard, Inc.

Dayton / OH
Chesterfield / MI
Springfield / IL
St. Peters / MO
Livonia / MI
Evendale / OH

Toyota

Tundra Plant, San Antonio TX

Ford Motor Company

Rouge Plant, Dearborn, MI

Toledo Public Schools

Keyser Elementary
Ella P. Stewart Elementary
Sherman Elementary

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Luke Nelson

Project Manager

Luke Nelson started with TVJ. in 1997 in the field doing carpentry, concrete and masonry work. He was promoted to Assistant Project Manager in 2006, assisting with submittals, contracts, and estimating. As a versatile team member, Luke moved into the role of Estimator, bidding general construction, concrete and carpentry projects. He is currently a Project Manager, working on both out of state and local general construction projects. Luke earned his B. S. in Health Education from Southern Illinois University at Carbondale.

EDUCATION

Southern Illinois University
At Carbondale
B.S. Health Education

PROFESSIONAL CERTIFICATES

OSHA 10 Hour
Confined Space

PROJECT EXPERIENCE

Menard, Inc. - Cheyenne, WY
Menard, Inc. - Cedar Falls, IA
Carpet Warehouse - Gemantown, WI
Wirtz Beverage Warehouse & Distribution Center / WI
MMSD – South Shore Aeration Basin / WI
Waste Management LFGTE / IA
Waste Management Skyline Siloxane Removal / TX
Waste Management Mercury Recovery / WI
S4 Columbia Ridge Gasification Project / OR
Riverside High School Fema Mitigation Project
Gaenslen Elementary School / WI
McCarty Concrete Tunnel Top / WI
Holton Street Viaduct Improvements / WI
Juneau Garden Apartments – Weatherization Project / WI
Riverpark Apartments - Weatherization Project / WI
Boulevard Apartments - Weatherization Project / WI
Heritage House Apartments - Weatherization Project / WI

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Mike Wills

Site Superintendent / Construction Manager

Mike has 30 years of construction experience involved in, renewable energy, commercial, industrial, and mixed-use. Mike has gained extensive pre-construction, construction, and construction scheduling experience through the many construction projects he has supervised. Mike has the innate ability to manage a large group of contractors simultaneously. Mike is able to guide contractors through the construction process with detailed communication and utilizing the standard practices he has set throughout his career. His career has spanned from project supervision, project management, to owning his own construction company.

EDUCATION

Air Force College

PROFESSIONAL CERTIFICATES

OSHA 30 Hour

NFPA 70E Standard Training

ABC Steel Erection Safety Training

OSHA Forklift Safety Training

OSHA Scaffold Certified

Paradigm Engineering SWPPP Certified

ACI Member

PROJECT EXPERIENCE:

Waste Management Renewable Energy

Madison County, NY
Columbia Ridge, OR
Riverbend OR
New Springfield, OH
Geneva, OH
West Camden, TN

S4 Energy Solutions

Arlington, OR

Landfill Energy Systems

SWACO High BTU, OH

Allegiance Healthcare / MI
CitiGroup / Des Moines, IA
Dearborn Housing Commission Project / MI
Novi High School / Novi MI
Parkview Elementary / Novi, MI
O & W, Inc / Ypsilanti, MI
Prestwick Village / Highland, MI
PTI Satellite Paint / Detroit, MI
T.C. Detroit Development / Romulus, MI
Troy Concept Center / Troy, MI
Rockefeller Group Pearson Education / Cranberry Township, NJ
Timber Crest / Farmington Hills, MI
Detroit Wastewater Treatment Facility / MI
Toledo Public Schools / Toledo, OH

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Tony Strobel

Site Superintendent / Construction Manager

Tony has 31 years of construction experience involved in retail big box, commercial, industrial, wastewater, and renewable energy. Tony has personally experienced all phases of construction starting his career in the field as a laborer, progressing to his current position. This field experience has given Tony an invaluable insight in how to efficiently and effectively run a major construction project in today's environment of multiple contractors simultaneously working to maintain ever tightening schedules and completion dates. Tony's dedicated attention to detail, communication and planning has been the key to turning over quality projects, on time, to satisfied clients.

EDUCATION

Hartford Union High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 10 and 30 Hour

OSHA Scaffold Certified

OSHA Forklift Certified

PROJECT EXPERIENCE:

Faith Builders Center/ Milwaukee, WI.

General Electric Remodel/Pewaukee, WI

First National Bank/ Hales Corners, WI

Milwaukee County Zoo Remodel/ Milwaukee, WI

Wastewater Treatment Lift Station/Oak Creek, WI

Waste Water Treatment Lift Station/ Pleasant Prairie, WI

Pewaukee High School/ Pewaukee, WI

Wirtz Beverage Distribution Center/ Hartland, WI

Waste Management Renewable Energies/ Farmers Branch, TX

Waste Management Renewable Energies/ Kenersville, N.C.

Waste Management Renewable Energies/ Herkimer, N.Y.

Waste Management Renewable Energy Chiller Install/ Lewisville, TX

Menards/ Cedar Falls, IA

Menards/ Springfield, IL

Menards/ St. Peters, MO

Sierra Nevada Brewery Waste Water Treatment Plant/ Mills River, N.C.

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Steve Cochrane

Site Superintendent / Construction Manager

Steve has 38 years of construction experience that includes retail, commercial, medical, schools, industrial, and tenant build-outs. Steve has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. The leadership skills that Steve has developed throughout his career are key to efficiently controlling job performance and schedule. Steve is able to guide contractors through the construction process with detailed communication and the standard practices he has set for project scheduling. Steve's career has included project supervision and project management with a special emphasis on quality control, efficient construction, maintaining safety standards and schedule.

EDUCATION

Fox Valley Technical School
Business Management Course
Architectural Drafting Course
Blueprint Reading Course

PROFESSIONAL CERTIFICATES

OSHA 10 Hour
WI Healthcare Construction
NFPA 70E Standard Training
ABC Steel Erection Safety Training
ABC Forklift Safety Training

PROJECT EXPERIENCE:

WMRE LFGTE, Geneva, OH
WMRE Sulfur Treatment Plant, Lenox, MI
WMRE Sulfur Treatment Tanks, Richmond VA
WMRE LFGTE, Springdale, AR
WMRE Gas Compression Plant, Scranton PA
Sacred Heart Hospital Remodel, Eau Claire, WI
Airtgas Distribution Center, Appleton, WI
Green Bay Plaza Mall, Green Bay, WI
Lourdes HS Remodel / Addition, Oshkosh, WI
Bio Life Plasma Center, Great Falls MT
Middle School Additions, Hortonville WI
Multiple School Additions, Marinette WI
Menominee Casino Addition, Shawano WI
Office Max Super Store, Rhinelander WI
Office Max Super Store, Marshfield WI
Multiple Store Build Outs, Oshkosh, WI,
Appleton Papers Mill Expansion, Appleton, WI
Fort Howard Paper Expansion, Green Bay, WI
Wis Tissue Mill Expansion, Appleton, WI
Lawrence Art Center, Appleton, WI
Avenue Mall, Appleton, WI
Applebee's Restaurants, Fond du Lac,
Appleton & Sheboygan, WI

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Jody Williams

Site Superintendent / Construction Manager

Jody has 22 years of construction experience involved in retail big box, commercial, industrial, mixed-use, and tenant build-outs. Jody has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. Jody has the innate ability to manage a large group of contractors simultaneously. Jody is able to guide contractors through the construction process with detailed communication and the standard practices he has set for retail big box scheduling. His career has included project supervision and project management with a special emphasis on pre-construction, construction, and scheduling

EDUCATION

Florida State University
B.S. Civil Engineering

PROFESSIONAL CERTIFICATES

Storm Water USA for Home Depot
(CPSWPP) (CCIS) (HD-CPSWPP)

Wal-Mart SWPPP Certified

Wal-Mart Project Manager Certified

Army Corps of Engineers CQMC

Texas All Lines Adjuster License

Adjusting 101 Certificates

Xactimate 27 (1&2) Certificate

OSHA 10 Hour

Primavera Certified

CCC Pathways Certified

PROJECT EXPERIENCE:

Wal-Mart / White Hall, PA

Wal-Mart / San Antonio, TX

Wal-Mart / Brookings, SD

Sam's Club / Sioux Falls, SD

Wal-Mart / Liberal, KS

Wal-Mart / Espanola, NM

Station Park Mixed Use Retail / Farmington,
UT

Sam's Club / Gilbert, AZ

Super Wal-Mart / Queen Creek, AZ

Sam's Club Remodel / Phoenix, AZ

Sam's Club Gas Station-Car Wash / Flagstaff,
AZ

Fry's Marketplace / Gilbert, AZ

Neighborhood Market / Oro Valley, AZ

Super Wal-Mart / Mesa, AZ

Sam's Club / Salt Lake City, UT

Super Wal-Mart / Phoenix, AZ

Super Wal-Mart / Las Vegas, NV

Wal-Mart – Sam's Club Combo / Phoenix, AZ

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Keith Winningham

Site Superintendent / Construction Manager

Keith has over 30 years of construction experience with 17 of those years as a commercial construction superintendent. Keith has managed construction projects including new retail construction and remodels, medical facility remodels, nursing home new construction and remodels, Industrial new construction and remodels. Keith's strengths are scheduling, subcontractor management, quality control, safety, and maintaining a budget.

EDUCATION

Memphis High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 30 Hour

Michigan Builders License

MDEQ Storm water certified

PROJECT EXPERIENCE

Walmart - Goshen In

Walmart - Watkins Glen NY

Menards - Lake Ozarks, MO

Menards - Port Huron, MI

Home Depot - Roseville, MI

Home Depot - Traverse City, MI

Kroger - Port Huron, MI

Kroger - Bloomfield Twp, MI

Kroger - Pickerington, OH

Kroger - Portsmouth, OH

Petco - Mount Pleasant - SC

Walgreens - Mount Pleasant, MI

Farmer Jack plaza - Imlay city Mi

Farmer Jack Plaza - St Clair Mi

Farmer Jack plaza - Fenton MI

Fiddlers Cove Plaza - Romeo MI

Farmer Jack Plaza - Algonac Mi

Buffalo Wild Wings - Mt Clemens MI

Master Graphics Industrial - Romeo, MI

Karmanos Cancer Center - Farmington, MI

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ATTACHMENT 3
RIVER CITY CONSULTANTS QUALIFICATIONS



River City Consultants, Inc., Sub Information

Firm Name and Office Location:

River City Consultants, Inc.
744 Horizon Ct., Suite 110
Grand Junction, CO 81506

Our firm logo in .jpeg format is attached as a separate file.

Brief Summary:

River City Consultants, Inc. is a local civil engineering and surveying firm to Western Colorado and as such, has worked with the City of Grand Junction and Mesa County to successfully complete numerous projects. River City's principal engineers and surveyors have over 100 years of combined consulting experience working with municipalities and utility companies throughout Mesa County. We have extensive experience specifically working with gas distribution lines, pipeline corridor surveys, and wastewater treatment plants.

We use state-of-the-art technology including the most current versions of AutoCAD Civil 3D and GPS/GIS equipment and software to ensure our clients with high-quality and complete and accurate information. We are currently in the process of advancing our services even further with the utilization of Skyline, an innovative and industry-leading database program designed to create extremely accurate, highly-detailed alignment sheets with adaptable, streamlined interfaces for pipeline survey data. With an in-house specialist who has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, River City Consultants is well qualified to provide environmental and stormwater management services.

We understand the considerations that must be made to complete a project like this successfully, and are prepared to provide surveying, civil site design, and any necessary stormwater management services for this project.

Prior Firm Experience:

Project Name: Garfield/Mesa County Pipeline Reinforcement

Location: North of Loma, Garfield and Mesa County, CO

Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. This project involved control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.

Project Name: Xcel Energy Right-of-Way and Easement Surveys

Location: Various Locations, Western CO

River City Consultants has provided design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Project Name: High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities

Location: Parachute, CO

These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. River City Consultants was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Key Personnel:

Name: K. Scott Thompson, P.L.S.

Title: Principal/Survey Project Manager

Role for this Contract: Survey

Bio: Mr. Thompson is a principal and one of the owners of River City Consultants. He has more than 30 years of experience as a Professional Land Surveyor in Western Colorado and 28 years as a principal of surveying and engineering companies, including River City.

Selected relevant project experience includes:

- **Garfield/Mesa County Pipeline Reinforcement, North of Loma, Garfield and Mesa County, CO** – Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. Mr. Thompson managed all aspects of RCC's involvement in the project, including control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.
- **Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO** – Mr. Thompson has and continues to manage RCC's design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Registrations: Professional Land Surveyor – Colorado #18480; Utah #173499; Wyoming #4659

Education: 2 years college course work, numerous courses in continuing education

Associations: Western Colorado Land Surveyors, a chapter of The Professional Land Surveyors of Colorado
Utah Council of Land Surveyors
National Society of Professional Surveyors, member organization of the American Congress on Surveying & Mapping

Name: Douglas A. Thies, P.E.

Title: Principal/Engineering Project Manager

Role for this Contract: Civil Site Plans

Bio: Mr. Thies is Vice-President and one of the owners of River City Consultants. Doug has several years of experience as a project manager and engineer for both the public sector (Engineering Director for Mesa County 1993-1996) and private sector as a professional engineer and principal for over 16, including River City Consultants.

Selected relevant project experience includes:

- **30 Road Improvements Project, Grand Junction, CO** – Mr. Thies was involved in all Phases of the 30 Road Improvement Project from F Road south to D Road including design support, administration and construction services for the early phases to offering engineering support to other design firms. Critical components of this project included right-of-way and easement identification and utility coordination. This project had challenges and responsibilities including, but not limited to; vertical alignment, access issues, railroad crossing, irrigation facilities, right-of-way, and easement considerations.
- **CDOT Materials Lab, Grand Junction, Colorado** – Civil project manager for an approximately 13,700 sf lab/office building. Tasks include surveying, base map preparation, utility identification, grading, drainage, stormwater plans, geotechnical coordination, and construction services.

- **New Elk Coal Company, Trinidad, CO** – This project involves the re-opening of an inactive coal mine. Services have included surveying for widening of the adjacent state highway, railroad alignment, etc. Civil engineering was required for sanitary sewer design; pond liner design; stormwater management; Water-Cad modeling for design for the upgrade of the existing potable water system, including fire flow; railroad alignment, etc.

Registrations: Professional Engineer – Colorado #30637

Education: Bachelor of Science, Geological Engineering, 1978, South Dakota School of Mines and Technology, Rapid City, South Dakota

Name: Marc J. Kenney, P.E., C.F.M.

Title: Professional Engineer

Role for this Contract: Stormwater Management

Bio: Mr. Kenney has been an engineer with River City Consultants since their inception and has been the lead engineer on a variety of projects throughout Western Colorado. He has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, positioning River City Consultants in a unique and well-qualified position to provide environmental and stormwater management services.

Selected relevant project experience includes:

- **Stormwater Management Plans, Western CO** – Mr. Kenney developed stormwater management plans for various projects as per USEPA and local regulations and guidelines.
- **High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities, Parachute, CO** – These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. Mr. Kenney was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Registrations: Professional Engineer – Colorado #41215; Utah #7244520-2202; North Dakota #PE-7656

NCEES Council Record, Model Law Engineer Standing No. 47839

Certified Professional in Stormwater Quality No. 0623

Certified Professional in Erosion and Sediment Control No. 5695

Education: Master of Science, Civil Engineering, 1997, Clarkson University.

Bachelor of Science, Civil Engineering (Environmental Concentration), 1996, Clarkson University

Associates of Science, 1994, Sullivan County Community College

U of WI Maintaining Asphalt Pavements

OSHA 10 Hour Construction Safety, Excavation Competent Person,

Confined Space Entry Supervisor, 40 Hour HAZWOPPER (currently inactive)

ATTACHMENT 4
BIOCNG 2014 SCHEDULE OF CHARGES



Effective January 1, 2014

2014 SCHEDULE OF CHARGES

PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Project Manager/Technical Review	\$115 - 225/hr
Senior Project Staff/Project Manager	\$ 80 - 145/hr
Project Staff	\$ 50 - 125/hr
<u>Technical</u>	
CAD Operator/Designer	\$ 70 - 130/hr
Field Technician/Field Manager	\$ 45 - 125/hr
<u>Support Services</u>	
Administrative	\$ 45 - 75/hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet	\$ 0.10
Reproduction (letter & legal) - color, per sheet	\$ 1.25
CAD Plots/Reproduction – black and white, per square foot	\$ 0.35
CAD Laser Plots - color, per square foot	\$ 2.00
CAD Laser Plots – black and white, Vellum, per square foot	\$ 2.00
CAD Laser Plots – black and white, Mylar, per square foot	\$ 4.00
Auto per mile	Current government rate
Pickup truck per day	\$ 125.00

Rate Changes

Rates are subject to maximum 3% increase per year.

Payment

Monthly invoices are to be paid within 45 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

ATTACHMENT 5
SIGNED SOLICITATION AGREEMENT

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project"

- 1) **Total cost to provide all labor, parts, supplies, equipment and installation necessary for the per scope of work:**

TOTAL COST NOT TO EXCEED \$ \$2,799,796.00 dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals. The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: March 17, 2014

BioCNG, LLC

Company Name – (Typed or Printed)



Authorized Agent Signature

8413 Excelsior Drive, Suite 160

Address of Offeror

Matt.Davies@BioCNG.us

E-mail Address of Agent

Matthew E. Davies

Authorized Agent – (Typed or Printed)

President

Title

Madison WI 53717

Owner, State, and Zip Code

954-328-3741

Phone Number

ATTACHMENT 6
BIOCNG OPERATION AND MAINTENANCE COST ESTIMATES

BioCNG 100 – 83 SCFM
WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
		BioCNG	Custom	BioCNG	Custom
	BioCNG 100	100	Custom	100	Custom
Hydrogen Sulfide Media	7 months	\$ 36,000	\$ 36,000	\$ 59,760	\$ 59,760
VOC/Siloxane Media	2.5 months	\$ 3,700	\$ 3,700	\$ 17,760	\$ 17,760
Oil, CO2 Sensor and Align	1 year	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Carbon Dioxide Removal	7 years	\$ 44,000	\$ 44,000	\$ 6,286	\$ 6,286
Gas Compressor (refurbish)	5 years	\$ 9,000	\$ 9,000	\$ 1,800	\$ 1,800
Modulating Valve (refurbish)	2 years	\$ 2,500	\$ 2,500	\$ 1,250	\$ 1,250
Chiller Compressor (new)	5 years	\$ 3,000	\$ 3,000	\$ 600	\$ 600
subtotal				\$ 89,956	\$ 89,956
Labor Type		Hourly Rate	Labor Hours per year	Labor Costs per year	
Labor		\$ 75	175	\$ 13,125	\$ 13,125
Management		\$ 150	30	\$ 4,500	\$ 4,500
subtotal				\$ 17,625	\$ 17,625
TOTAL				\$107,581	\$107,581
Average BioCNG Fuel Production		GGE	Per Year	195,490	
Average Media O&M Cost per		GGE		\$ 0.55	
Average Electricity Consumption		kWh	Per Year	452,088	
Average Electricity Consumption		GGE	Per kWh	\$ 0.14	
Average Electricity and O&M Cost per		GGE	Per Year	\$ 0.69	
<p>Notes:</p> <p>(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at 83 scfm.</p> <p>(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.</p> <p>(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours</p> <p>(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.</p> <p>(5) All piping, tanks, and vessels are assumed to have a 20 year life span.</p> <p>(6) General operations will require approximately 2 hours of labor per week.</p> <p>(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.</p> <p>(8) Electric cost assumes \$0.06 per kWh</p>					

BioCNG 100 SCFM

WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
		BioCNG	Custom	BioCNG	Custom
	BioCNG 100	100	Custom	100	Custom
Hydrogen Sulfide Media	6 months	\$ 36,000	\$ 36,000	\$ 72,000	\$ 72,000
VOC/Siloxane Media	2 months	\$ 3,700	\$ 3,700	\$ 22,200	\$ 22,200
Oil, CO2 Sensor and Align	1 year	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Carbon Dioxide Removal	7 years	\$ 44,000	\$ 44,000	\$ 6,286	\$ 6,286
Gas Compressor (refurbish)	5 years	\$ 9,000	\$ 9,000	\$ 1,800	\$ 1,800
Modulating Valve (refurbish)	2 years	\$ 2,500	\$ 2,500	\$ 1,250	\$ 1,250
Chiller Compressor (new)	5 years	\$ 3,000	\$ 3,000	\$ 600	\$ 600
subtotal				\$ 106,636	\$ 106,636
Labor Type	Hourly Rate	Labor Hours per year		Labor Costs per year	
Labor	\$ 75	175	175	\$ 13,125	\$ 13,125
Management	\$ 150	30	30	\$ 4,500	\$ 4,500
subtotal				\$ 17,625	\$ 17,625
TOTAL				\$124,261	\$124,261
Average BioCNG Fuel Production		GGE	Per Year		235,530
Average Media O&M Cost per		GGE			\$ 0.53
Average Electricity Consumption		kWh	Per Year		452,088
Average Electricity Consumption		GGE	Per kWh		\$ 0.12
Average Electricity and O&M Cost per		GGE	Per Year		\$ 0.65
Notes:					
(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at maximum flow rate.					
(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.					
(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours					
(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.					
(5) All piping, tanks, and vessels are assumed to have a 20 year life span.					
(6) General operations will require approximately 2 hours of labor per week.					
(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.					
(8) Electric cost assumes \$0.06 per kWh					

ATTACHMENT 7
BIOCNG AND UNISON WARRANTY



WARRANTY STATEMENT

Unison Solutions, Inc. (Unison) is committed to providing quality products and services to its customers. As a demonstration of this commitment, Unison offers the following warranty on its products.

Grant of Warranty: Unison provides this warranty for its equipment under the terms and conditions which are detailed herein. This warranty is granted to the person, corporation, organization, or legal entity (Owner), which owns the equipment on date of start-up. This warranty applies to the owner during the warranty period, and is not transferable.

Warranty Coverage: Equipment that is determined by Unison to have malfunctioned during the warranty period under normal use solely as a result of defects in manufacturing workmanship or materials shall be repaired or replaced at Unison's option. Unison's liability under this warranty to the Owner shall be limited to Unison's decision to repair or replace, at its factory or in the field, items deemed defective after inspection at the factory or in the field.

Warranty Exclusions: All equipment, parts and work not manufactured or performed by Unison carry their own manufacturer's warranty and are not covered by this warranty. Unison's warranty does not override, extend, displace or limit those warranties. Unison's only obligation regarding equipment, parts and work manufactured or performed by others shall be to assign to the Owner whatever warranty Unison receives from the original manufacturer. Unison does not warrant its products from malfunction or failure due to shipping or storage damage, deterioration due to exposure to the elements, vandalism, accidents, power disturbances, or acts of nature or God. This warranty does not cover damage due to misapplication, abuse, neglect, misuse, improper installation, or lack of proper service and/or maintenance, nor does it cover normal wear and tear. This warranty does not apply to modifications not specifically authorized in writing by Unison or to parts and labor for repairs not made by Unison or an authorized warranty service provider. This warranty does not cover incidental or consequential damages or expenses incurred by the Owner or any other party resulting from the order, and/or use of its equipment, whether arising from breach of warranty, non-conformity to order specifications, delay in delivery, or any loss sustained by the Owner. No agent or employee of Unison has any authority to make verbal representations or warranties of any goods manufactured and sold by Unison without the written authorization signed by an authorized officer of Unison. Unison warrants the equipment designed and fabricated to perform in accordance with the specifications as stated in the proposal for the equipment and while the equipment is properly operated within the site specific design limits for that equipment. Any alterations or repair of Unison's equipment by personnel other than those directly employed by, or authorized by Unison shall void the warranty unless otherwise stated under specific written guidelines issued by Unison to the Owner. This warranty does not cover corrosion or premature wear or failure of components resulting from the effects caused by siloxanes, hydrogen sulfide or volatile organic contaminants in excess of the design limits. All media must be purchased through Unison Solutions or approved in writing by Unison Solutions during warranty period. Media purchased through alternate sources and not approved in writing by Unison shall void the warranty. The design limit is based on site specific data provided by the Owner prior to the proposal for the equipment. Owner shall be responsible for all maintenance service, including, but not limited to, lubricating and cleaning the equipment, replacing expendable parts, media, making minor adjustments and performing operating checks, all in accordance with the procedures outlined in Unison's maintenance literature. Unison does not warrant the future availability of expendable maintenance items.

Warranty Period: This Unison warranty is valid for 18 months from the time the equipment is shipped from Unison's factory or 12 months from the date of startup, whichever occurs first.

Repairs During Warranty Period: All warranty claim requests must be initiated with a Return Material Authorization (RMA) number for processing and tracking purposes. The RMA number shall be issued to the Owner upon claim approval and/or field inspection. When field service is deemed necessary in order to determine a warranty claim, the costs associated with travel, lodging, etc. shall be the responsibility of the Owner except under prior agreement for a field inspection. This warranty does not include reimbursement of any costs for shipping the equipment or parts to Unison or an authorized service establishment, or for labor and/or materials required for removal or reinstallation of equipment or parts in connection with a warranty repair. This warranty covers only those repairs that have been conducted by Unison or by a Unison authorized warranty service provider, or by someone specifically authorized by Unison to perform a particular repair or service activity. All component parts replaced under the terms of this warranty shall become the property of Unison.

UNISON ASSUMES NO OTHER WARRANTY FOR ITS EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

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CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. ____-14

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS' (DOLA) ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM CNG INITIATIVE FOR CONSTRUCTION OF THE PERSIGO BIOGAS PROJECT

RECITALS.

Currently, Persigo Wastewater Treatment Plant “flares” or burns off approximately 100,000 cubic feet per day of digester gas and uses a fraction of the gas to heat the plant. Digester gas is methane that is created as a byproduct of processing waste. The methane biogas produced at Persigo when converted to CNG is the equivalent of 146,000 gallons of gasoline with an approximate 3 million pound reduction of CO2 emissions released in a year.

Other identified uses for the gas include powering micro-turbines to create electricity; selling the gas to Xcel Energy; compressing and scrubbing the gas to be used as bio-compressed Natural Gas (CNG) fuel.

The economics of taking “free” fuel and utilizing it as a vehicle fuel are obvious, not to mention the environmental benefits associated with using a clean fuel source. Current financial modeling shows the savings may be significant enough to pay back the initial infrastructure costs in as little as 10 years. This savings is over and above the savings we are already experiencing in our CNG program. Users will still receive CNG fuel at a savings of over \$2.00 per gallon compared to the price of diesel fuel per gallon.

The City is entering into a two phase contract with BioCNG to convert and transport biogas from Persigo to the CNG fueling station. The Department of Local Affairs is launching a CNG Initiative to fund projects that promote and advance the use of CNG as a vehicle fuel and the Persigo biogas project is an eligible project. This is a request to authorize the City Manager to submit a request to the Colorado Department of Local Affairs for a \$500,000 grant to partially fund phase 2 of the project to construct the pipeline.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the City Manager to submit a \$500,000 grant request in accordance with and pursuant to the recitals stated above to the Department of Local Affairs' Energy and Mineral Impact Assistance Program CNG Initiative for construction of the Persigo Biogas Project.

Dated this _____ day of _____, 2014.

President of the Council

ATTEST:

City Clerk

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: July 2 2014

Citizen's Name: Druce Lohmiller

Address: 445 Chupeta Drive #25

Phone Number: _____

Subject: DISCOVER

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.