



**Statement of Qualifications  
SOQ-4567-18-DH**

**521 Drainage Authority  
Grand Valley Stormwater Unification  
Feasibility Update**

**RESPONSES DUE:**

October 22, 2018 Prior to 3:30 p.m.

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr.

Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

970-244-1545

This solicitation has been developed specifically for a Statement of Qualifications intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **HARD COPY, FAX, OR E-MAIL IS NOT ACCEPTABLE** for this solicitation.

## ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

**Issuing Office:** This Statement of Qualifications (SOQ) is issued by the City of Grand Junction in conjunction with the 521 Drainage Authority. All contact regarding this SOQ is directed to:

**SOQ Questions:**

Duane Hoff Jr.

[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**Purpose:** The City of Grand Junction, in conjunction with the 521 Drainage Authority, is requesting qualifications from interested firms to serve as a facilitator / consultant to update the 2003 Grand Valley Stormwater Unification Feasibility Project study.

**The Owner:** The Owner is the City of Grand Junction and/or the 521 Drainage Authority and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

**Compliance:** All participating Offerors shall agree to comply with all conditions, requirements, and instructions of this SOQ as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offerors shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this SOQ.

**Submission:** Please refer to section titled "Administrative Requirements and Instructions" for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in section titled "Administrative Requirements and Instructions". Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

**Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion:** The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**Altering Submittals:** Any alterations made prior to opening date and time must be initialed by the signer of the submittal, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

**Withdrawal of Submittal:** A submittal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61<sup>st</sup>) day following the submittal deadline date and only prior to award. The Offeror so agrees upon their submittal. After award this statement is not applicable.

**Acceptance of Submittal Content:** The contents of the submittal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

**Exclusion:** No oral, telegraphic, or telephonic submittals shall be considered.

**Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this SOQ or extensions to the opening/receipt date shall be made by a written Addendum to the SOQ by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at [www.gjcity.org](http://www.gjcity.org) by selecting the Bids link. Offerors shall acknowledge receipt of all addenda in their submittal.

**Exceptions and Substitutions:** All submittals meeting the intent of this SOQ shall be considered for award. Offerors taking exception to the specifications/scope of work/scope of services shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications/scope of work/scope of services. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications/scope of work/scope of services contained herein.

**Confidential Material:** All materials submitted in response to this SOQ shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Manager. If denied, the proposer shall have the opportunity to withdraw its entire submittal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

**Response Material Ownership:** All submittals become the property of the Owner upon receipt and shall only be returned to the Offeror at the Owner's option. Selection or rejection of the submittal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any submittal received in response to this SOQ, subject to limitations outlined in the section 1.9 entitled "Confidential Material". Disqualification of a submittal does not eliminate this right.

**Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**Open Records:** Submittals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Submittals shall be received and acknowledged only so as to avoid disclosure of process. However, all submittals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the submittal so identified by Offeror as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

## SOLICITATION TERMS AND CONDITIONS

**Acceptance of SOQ Terms:** An Offeror's submittal in response to this SOQ shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the SOQ acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its submittal and the Owner's SOQ requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the SOQ.

**Execution, Correlation, Intent, and Interpretations:** Owner will provide the contract. By executing the contract, the Offeror represents that he/she has familiarized himself/herself with the local conditions under which the Work/Services is to be performed, and correlated his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work/scope of services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications, and scopes copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work/services.

**Permits, Fees, & Notices:** The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Offeror shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Offeror observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Offeror performs any services knowing it to be contrary to such laws, ordinances, rules and regulations,

and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

**Responsibility for those Performing the Services:** The Offeror shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work/services under a contract with the Offeror.

**Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Offeror signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

**Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

**Uncovering & Correction of Services:** The Offeror shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Offeror shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of non-conforming services. All such non-conforming services under the above paragraphs shall be corrected to comply with the contract documents without cost to the Owner.

**Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

**Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this SOQ, in whole or in part, without the prior written approval from the Owner.

**Compliance with Laws:** Submittals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

**Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

**Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this SOQ.

**Contract:** This Statement of Qualifications, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the submittal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

**Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

**Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

**Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

- The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

**Expenses:** Expenses incurred by prospective proposers in preparation, submission and presentation of this SOQ are the responsibility of the Offeror and cannot be charged to the Owner.

**Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

**Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

**Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

**Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

**Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

**Nonconforming Terms and Conditions:** A submittal that includes terms and conditions that do not conform to the terms and conditions of this Statement of Qualifications is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

**Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this SOQ.

**Venue:** Any agreement as a result of responding to this SOQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

**Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

**Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Mesa County budget, approved by the Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Mesa County fiscal year shall be subject

to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

**Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

**Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

**Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

**OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

**Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

**Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

**Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

**Multiple Offers:** Offerors must determine for themselves which services to offer. If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Submittal". The Owner reserves the right to make award in the best interest of the Owner.

**Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Submittal. The quantities furnished in this submittal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for



purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**Public Disclosure Record:** If the Offeror has knowledge of their employee(s) or sub-Offerors having an immediate family relationship with a Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

## DEFINITIONS

“Consultant” or “Firm” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

“Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s SOQ.

The term “Services” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such services.

“Owner” is The City of Grand Junction and/or 521 Drainage Authority and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the services wherever it is in preparation and progress. The Offeror shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of services and to determine, in general, if the services are proceeding in accordance with the contract documents. Based on such observations and the Offeror’s Application for Payment, the Owner will determine the amounts owing to the Offeror and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject services which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Offeror to stop the services or any portion, whether or not such services can be then be completed. The Owner will not be responsible for the acts or omissions of the Offeror, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the services.

“Offeror” is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Offeror means the Offeror or his authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Offeror shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Offeror shall not commence services without clarifying such.

## INSURANCE REQUIREMENTS

**Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), (c), and (d) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

**OVERVIEW AND INFORMATION**

Through this Statement of Qualifications (SOQ) process, it is the intent of the City of Grand Junction, in conjunction with the 521 Drainage Authority to hire a professional consulting firm experienced in the successful implementation of stormwater utility programs for counties and municipalities, for updating the feasibility of a stormwater utility (or other alternative funding system) for use in equitably funding the Grand Valley's efforts in managing the stormwater of operations and maintenance, environmental administration, and capital construction. The primary document is the *2003 Grand Valley Stormwater Unification Feasibility Project* in conjunction with the *2018 Greater Grand Valley Stormwater and Drainage Entity White Paper*. **NOTE:** The budgeted amount for this project is \$75,000, one-third of which is funded through a DOLA administrative grant and the two-thirds to be split between Palisade, Mesa County, Grand Junction and Fruita.

**SOQ GOALS**

It is the intent of this SOQ to provide interested firms with sufficient information to enable them to prepare and submit statements of qualifications for the project. Based on a rating of the qualified submittals by the evaluation team, a "short list" of the most qualified firms will be developed. Only the top "short list" firms will be invited for interviews and pricing proposals.

**Pricing is not to be included with this SOQ submittal.**

**SCOPE OF SERVICES**

**Background:**

The 5-2-1 Drainage Authority (DA) was created by an Intergovernmental Agreement on June 14, 2004, pursuant to CRS 29-1-204.2 by and between Mesa County, the Town of Palisade, the City of Grand Junction, the City of Fruita and the Grand Valley Drainage District to provide stormwater related services with and across their respective jurisdictions.

Since 2008, the DA has provided stormwater management services related to stormwater quality and is responsible for National Pollutant Discharge Elimination System (NPDES) compliance in the areas it serves within Mesa County. The DA holds the Municipal Separate Storm Sewer System (MS4) permit, complies with NPDES and other environmental regulations and informs the public about stormwater quality.

The original intent of the DA was to impose a fee and evolve into a functional organization to manage stormwater quality and quantity concerns. Heretofore the DA has not adopted a fee but instead has relied on general fund transfers from each of the partnering organizations.

The DA intends on developing a long term, valley-wide solution for the management of stormwater quality and quantity; however, there are substantial infrastructure, operations and maintenance deficiencies that will be costly to overcome.

### **Scope of Services:**

The goal is to create a successful stormwater utility that will stand up to known legal challenges and can be implemented as soon as possible, in order to create revenue sufficient to operate a significant portion of the Grand Valley's stormwater operation, maintenance, capital and environmental compliance efforts. The term utility shall be understood as being a system of legally billing the public for the services provided.

The plan, process, procedure and workings of the completed stormwater entity must be conducted in compliance with all applicable laws and regulations of the State of Colorado.

The following would be outcomes of the proposed consultant/facilitator effort:

- Determination of **governance** for the regional drainage entity using CRS 37-31-100 (GVDD Statute), CRS 29-1-204.2 (Drainage Authority Statute) or the creation of a new statute;
- Suggested statute amendments or other legal formation language.
- Determination of appropriate **funding source(s)** whether that is a fee for service, property tax, or sales tax;
- Possible legal pitfalls.
- Organization, management and operational options that relate resultant fees to various levels of service.
- Conceptual plan of the public awareness, education, and involvement process including groups that should be involved.
- Number of members on the **Board of Directors** and selection thereof;
- Ownership of **assets**;
- Technical Advisory Committee retention or disbandment.

Proposing firms should assume that the following information is available for the successful consultant's use in executing the project:

1. Grand Valley Stormwater Unification Feasibility Project – 2003
2. Greater Grand Valley Stormwater and Drainage Entity White Paper – August 2018
3. Schedule and Flow Chart
4. 521 Drainage Authority Boundary
5. 2007 Rate Study
6. 2016 Impervious surface calculations
7. GIS – property maps / right of way maps / property tax records / infrastructure
8. Basin Master Plans including proposed capital improvements and cost estimates
9. Drainage maintenance records for past several years
10. Interviews with 521 Board Members, 521 Technical Advisory Committee members and other key governmental staff.

**Special Conditions/Provisions:**

**Oral Interviews:** Should the Owner determine interviews are necessary, only respondents who demonstrate the required qualifications and experience for this project will be considered for participation in oral presentations. It is the intent of the Owner to invite those firms that are determined to be qualified to be a participant in the creation of a qualified pool of firms, to prepare a detailed pricing proposal and participate in oral interviews for the required services.

**Fees:** **DO NOT INCLUDE ANY PRICING OR FEE SCHEDULES WITH YOUR SUBMITTAL TO THIS SOQ.** If your firm is selected as one of the finalists, you may be invited for an oral interview. At that time, you will be required to provide a complete list of standard fees and payment schedule requirements in a separate sealed envelope. Any additional consultant fees must also be included. All fees will be considered by the Owner to be negotiable based on the final scope of services and deliverables. The fee proposals will not be opened by the Owner until a prospective awarded firm has been determined. Then, only the fee proposal of the successful preferred proposer will be opened. However, the Owner reserves the right to open competing fee proposals and consider their contents if a contract agreement cannot be negotiated with the number one selected firm or if it is considered in the best interest of the Owner to do so.

**Short Listed Firms:** Finalist, short listed firms, may be provided detailed questions developed by the evaluation committee during the review process that finalists will be required to respond. Firms will be limited to a previously determined amount of time for their presentations. It is the intent of the Owner to participate in oral interviews with a maximum of no more than three (3) firms. Presentations should be made by principals and key personnel who can respond to any additional questions the evaluation team may pose during the oral interviews. Presentations are to be professional in nature, but concise and to the point with illustrations relevant to the firm’s abilities with regard to the prospective project. Visual aids to include Power Point or other objective information that will assist the evaluation team are recommended, but not required.

Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

**Questions Regarding Scope of Services:**  
Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**ANTICIPATED SCHEDULE OF ACTIVITIES**

- |   |                         |
|---|-------------------------|
| • Statement of Qualifications Available           | September 26, 2018      |
| • Inquiry Deadline (no questions after this date) | October 12, 2018        |
| • Addendum Posted                                 | October 17, 2018        |
| • Due Date for Submittals                         | October 22, 2018        |
| • Owner Evaluations and Review                    | October 23-Oct 26, 2018 |
| • Interviews (if required)                        | November 6, 2018        |
| • Negotiations (if required)                      | November 8-16, 2018     |

- City Manager / 521 Drainage Authority Approval
- Contract Execution
- Contract Services Begin

November 27, 2018  
 December 3, 2018  
 Upon Contract Execution

## ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

**Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).* *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.* *(Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in the section titled “Administrative Requirements and Instructions”. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
  
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the Owner and include prior experience in the successful implementation of stormwater utility programs for counties and municipalities, for determining the feasibility of a stormwater utility (or other alternative funding system) for use in equitably funding the Grand Valley’s efforts in managing stormwater. Stormwater management consists of operations and maintenance, environmental administration, and capital construction.
  
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this SOQ. Describe the proposed strategy and/or plan for achieving the objectives of this SOQ. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the SOQ objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
  
- D. References:** A minimum of five summaries and project descriptions of at least five (5) projects completed within the last five (5) years similar in nature, scope, complexity and

size. Include information on court challenges, current status of utility, type of rate structure utilized, and reference names, telephone numbers and email addresses for each project.

- E. Fees:** See Item titled “Fees” under the Special Conditions/Provisions section.
- F. Financial Statements:** Proposer shall provide a financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this SOQ. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- G. Solicitation Response Form:** Proposers shall complete and submit the attached Solicitation Response Form with their proposal response.
- H. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## EVALUATION CRITERIA AND FACTORS

**Evaluation:** An evaluation team shall review all responses and select proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

**Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm’s ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the SOQ
- Understanding of the project and the objectives
- Experience & Required Skills developing feasibility studies, specifically pertaining to stormwater utilities.
- Necessary resources
- Strategy & Implementation Plan
- References
- Financial Stability

The Owner will undertake negotiations with the top rated firm and will not negotiate with

lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated. Should the Owner not be able to agree on the details of the contract with the top rated firm through good-faith negotiations, they will proceed to the next highest ranked firm and enter into negotiations.

**Oral Interviews (if required):** It is the Owner's intent to invite (if required) up to three of the most qualified rated Offerors to participate in oral interviews.

**Award:** Firms shall be ranked or disqualified based on the criteria listed herein. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Offeror.



**SOLICITATION RESPONSE FORM**  
**SOQ-4567-18-DH "521 Drainage Authority**  
**Grand Valley Stormwater Unification Feasibility Update"**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Statement of Qualifications 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 in accordance with the terms and conditions contained in this Statement of Qualifications 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, when submitted, 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 they are 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.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



Town of Palisade



City of  
Grand Junction



City of Fruita



Mesa County



Grand Junction  
Drainage District



Colorado Water  
Conservation Board

# Grand Valley Stormwater Unification Feasibility Project

## Final Report

July 25, 2003



The following people made this report possible.

### **Steering Committee**

Mike Blackburn

Bruce Stahl

Jim Currier

Howard Mizushima

Modesto Galvan

Gary Carr

Paul Wisecup

Harry Mavrakis

Linda Smith

John Withers

Wallace Downer

Jack Leslie

Richard Mathews

Ron Stoneburner

### **Managers/Staff of Service Providers**

Trent Prall, City of Grand Junction

Vohnnie Pearson, Town of Palisade

John Ballagh, Grand Junction Drainage District

Mike Meininger, Mesa County

Julie Eyre, Mesa County

Eric Mende, City of Fruita

### **Consultant Team**

Molly Tayer – Facilitator

Leslie Aaholm – Media Relations

Ed Krisor – Legal Counsel

Jon Sorensen, URS

Rob Zuber, URS

Sarah Peterson, URS

**The federal Clean Water Act required Mesa County, Grand Junction, Palisade, the Grand Junction Drainage District, and the Orchard Mesa Irrigation District to submit permit applications on March 10, 2003.** These entities will soon begin compliance with long term permits to manage the quality and quantity of stormwater as required by the United States Environmental Protection Agency and administered by the State of Colorado. This program, the Stormwater National Pollutant Discharge Elimination System (NPDES), is an un-funded mandate; local municipalities are expected to come up with the money for implementation and maintenance of the permit requirements. Without an additional source of funding for the permits, money will have to be taken from existing budgets.

Stormwater has been targeted by the EPA as the last large source of pollution threatening the health of our streams, rivers, lakes, and oceans. Stormwater carries such pollutants as sediment and chemicals from construction sites; fertilizers, pesticides, and herbicides applied to landscaped areas; vehicle discharges on roads and parking lots; and pollution from outdoor maintenance operations. Colorado permits cover all "Waters of the State," which include most irrigation and drainage ditches, both man-made and natural.



Permittees must:

- Conduct ongoing public education and involvement activities.
- Conduct ongoing programs to track down spills and unauthorized connections to the stormwater system.
- Require developers to add stormwater quality ponds and other facilities to construction sites to control water quality during construction activities and to add permanent ponds and other facilities to each site for long-term water quality control.
- Implement and maintain programs to review, permit, inspect, and enforce the use of all water quality facilities.
- Establish and maintain programs to cleanup stormwater pollution from municipal operations and projects.

Fines of up to \$25,000 per day and/or jail are possible for not meeting the requirements of the new federal stormwater regulation.

These requirements brought the Grand Valley municipalities and districts together to jointly address the issues of the new federal regulations and the existing problems of an inadequate stormwater drainage system, which go hand-in-hand.

**For over 100 years** the Grand Valley has been developing at the bottom of 28 separate drainage basins traversed by 6 major irrigation supply ditches (see basin map on following page).



*Flooding on 25 Road in Grand Junction  
August 5, 1997*

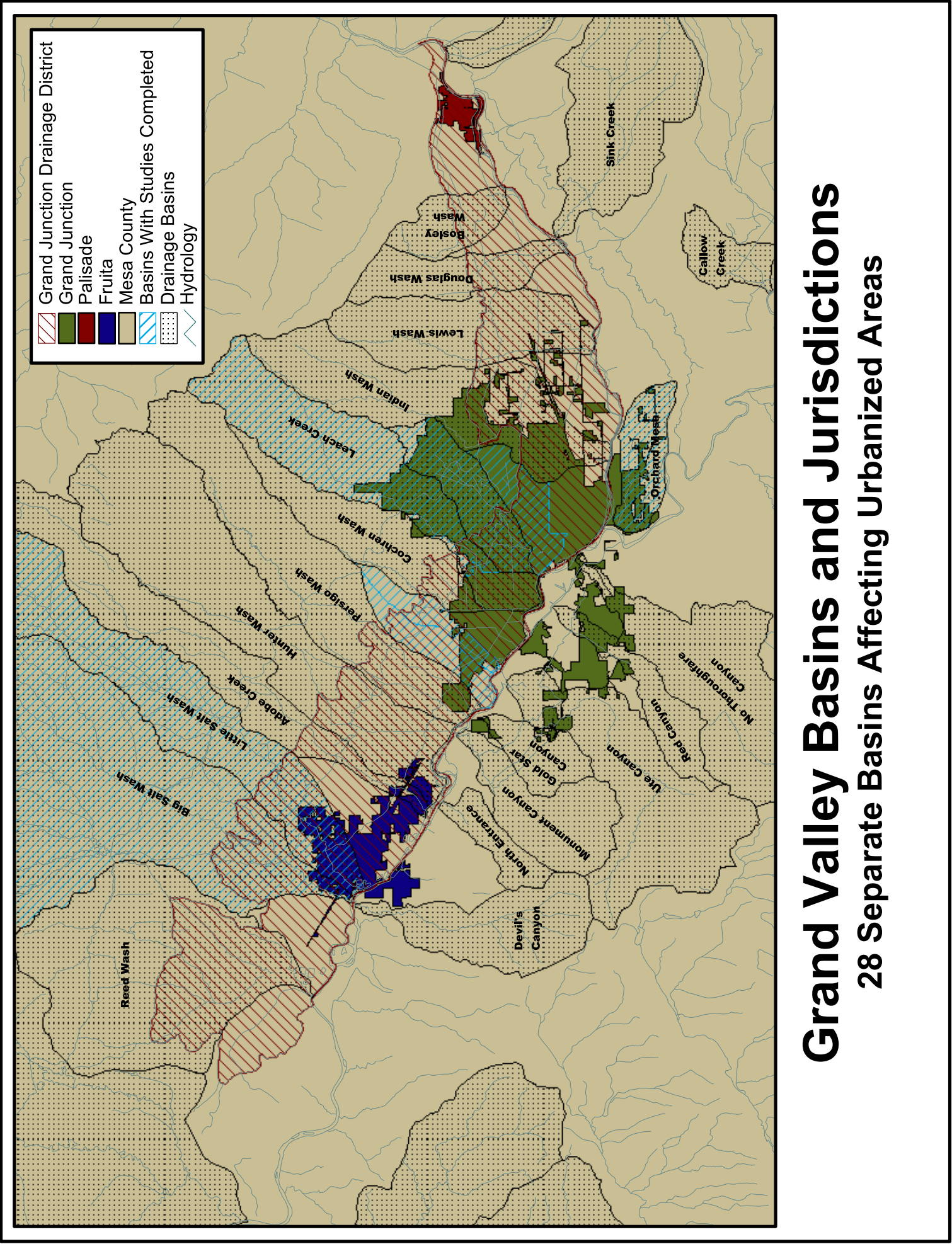
To compound the situation, the drainage basins generally run north and south while the jurisdictions run east and west. The cities, towns, county, and irrigation and drainage districts responsible for drainage services have not been able to keep pace with development in terms of providing adequate drainage and flood control systems. The services provided by the municipalities and districts have been provided as an “as needed” response to sudden problems. As a result, the current drainage system is undersized, has major gaps, and needs maintenance. Because the system is inadequate, there are many potential flood hazards to the residents and property in the Valley.

Based on studies completed on 8 of the 28 drainage basins, there are over \$40 million in capital project needs in those 8 basins that have been deferred. In addition, there are needs for maintenance, planning, and meeting the new federal regulations for stormwater.

**It is the responsibility** of the municipalities and districts to meet the federal regulations and to plan, construct, and maintain adequate drainage systems as part of the services provided to the community. Residential and commercial areas in all of the communities of the valley are dependent on adequate drainage systems that function properly, just like they are dependent on road, water, and sewer services. The construction and maintenance of these systems have been deferred for years in favor of other projects.

**If nothing is done to address this problem,** people and property in the Valley are subject to hazards, including personal injury and loss of life, as well as erosion of property, and damage to roads, water, sewer, and irrigation systems.

Studies and system-wide upgrades are required to minimize what could be catastrophic damages and loss of lives in a large storm such as happened in Fort Collins in 1997. In addition, significant cost savings are possible when a system is properly planned, designed, and constructed. The current practice often defers system construction until after development has occurred and performs maintenance only in response to critical needs. Without a dedicated program and funding source to address this problem, a continual drain will occur to city, town, and county budgets. If problems continue to be deferred, the price tag for upgrades that will have to be done someday will continue to escalate.



# Grand Valley Basins and Jurisdictions

28 Separate Basins Affecting Urbanized Areas

In recognition of the problem described above, elected officials from Mesa County, the Grand Junction Drainage District, the City of Grand Junction, the City of Fruita, and the Town of



*Flooding in Holly Park, Fruita*

Palisade passed resolutions authorizing a feasibility study of the potential for unification of common stormwater activities. The resolution also authorized formation of a Steering Committee to solicit citizen input and advisory recommendations on stormwater and drainage issues. The objective of the committee's work was to determine if there was a problem and, if so, a potential solution.

Since December 2002, the Steering Committee participated in monthly working meetings and studied the reports prepared by staff of the five entities and consultants. These reports describe stormwater

management problems in the valley, stormwater activities and budgets of the entities and irrigations districts, and presented organizational and funding alternatives to improve service.

## STEERING COMMITTEE CONSENSUS REACHED

Based on their work since December, the Steering Committee has come to consensus on two major points:

1. **There are significant problems with the stormwater system in the Grand Valley and with the coordination of the different responsible entities.**
2. **A valley-wide Drainage Authority is needed to coordinate the many problems associated with water flowing from one jurisdiction to another.**



*The Daily Sentinel, 9-14-2001  
I 70 Exit 42, Palisade*

### PROBLEMS AND NEEDS IDENTIFIED BY COMMITTEE

1. Additional funding to meet flooding problems and federal stormwater permit requirements.
  - a. Capital improvement projects to move stormwater through the community with minimal flood risk.
  - b. Compliance with federal regulations. Four of the five entities in the valley submitted permit applications for control of stormwater on March 10, 2003. This is the beginning of a long-term state and federal regulatory program that will require valley-wide coordination and management.
  - c. Maintenance of overgrown channels to allow space for floodwaters and to reduce blocked bridges and culverts during floods, which can cause dangerous flooding on adjacent property and roads
  - d. Coordinated floodplain mapping and drainage basin planning studies to identify and prioritize needs and projects.
  - e. Determination of an appropriate Level of Service for street and other flooding. In many areas streets flood too frequently with very little rain.
2. Coordinated representation to involve federal and state agencies in problem solutions. This is aimed primarily at the federal agencies that control the upper portions of the basins that flow into the Valley.
3. Implementation priorities:
  - a. Do not create another level of bureaucracy,
  - b. Keep it simple (to implement), and
  - c. Seek public acceptance.





*Street flooding in Clifton Village South,  
July, 1999*

### RECOMMENDED APPROACH

1. To determine a true level of funding, and a timeframe required to address valley-wide drainage needs, flood plain mapping and drainage basin planning studies are needed to identify hazards, possible improvements and an acceptable level of service.
2. A valley-wide Drainage Authority, established by contract among the participating governmental entities, is a logical and legal organizational structure to address valley-wide problems and needs. Elected officials should define the contract terms of any proposed Drainage Authority such that adequate valley-wide representation is maintained and a Drainage Authority powers are limited. Possible limitations include the following:
  - a. Fees and rates
  - b. Powers and activities
  - c. Initial and future activities
  - d. Expansion and contraction of boundaries
3. A Water Activity Enterprise (i.e., a Stormwater Utility), established by a Drainage Authority and charging a drainage fee to all properties within the authority boundary, is the most equitable and stable source of potential funding for valley-wide stormwater activities. This would be a fee, not a tax, similar to a water or sewer utility fee. Because it is a fee, it is not

subject to TABOR, and does not have to go to a vote. All the proceeds of the fee would be dedicated to stormwater activities.

4. Leave local services and funding for those services at the local level where they are most efficient and responsive to the community. Local services include such activities as catch basin and inlet cleaning, repair of local storm sewers and channels, review and approval of subdivision drainage plans, and construction of local projects.
5. Use the Grand Junction Drainage District as the “operating arm” of a Drainage Authority. This will maintain the operational expertise that already exists, minimize the extent of new administrative staff, and prevent creation of a huge new bureaucracy.
6. Valley-wide stormwater management should include close coordination with the irrigation companies.
7. Engage federal agencies to address issues with federal land upstream of the Valley.

### **POSSIBLE IMPLEMENTATION EXAMPLE**

Table ES-1 presents a Phase 1 budget for an example stormwater program. The budget was prepared by project staff and consultants. The Steering Committee did not make a recommendation on expenditure or funding levels.

The example is presented to inform elected officials and others of the approximate magnitude of the needs. The actual needs will not be known until the drainage basin planning studies are complete. The program below would cost the property owners in the Valley approximately \$2.75 per month for the average household.

Phase 2 of the program would begin when the results of the drainage basin planning studies for the primary urbanized basins and the basins that are under the greatest development pressure are known, and when elected officials provide direction to the stormwater program based on these results.

Actual priorities would be established by elected officials and the board of the drainage authority.

**Table ES-1**  
**Example Budgetary Level Estimates for Phase 1**

| Activity  | Total<br>Estimated Cost | Phase 1<br>Annual Budget |
|---|-------------------------|--------------------------|
| Critical Capital Projects   | \$20,700,000            | \$1,200,000              |
| Stormwater Permit<br>(first 5 year permit)  | \$2,740,000             | \$600,000                |
| Critical Maintenance Projects   | \$960,000               | \$350,000                |
| Flood Plain Mapping   | \$860,000               | \$125,000                |
| Drainage Basin Planning Studies   | \$2,650,000             | \$600,000                |
| <b>TOTAL</b>  | <b>\$27,910,000</b>     | <b>\$2,875,000</b>       |
| AVERAGE MONTHLY<br>RESIDENTIAL FEE<br>(if the fee were billed annually is<br>would be \$33.00 per year) |                         | \$2.75                   |

Notes:

1. Capital project costs based on Gerald Williams Study.
2. Stormwater permit costs based on estimates of Grand Valley Stormwater Managers
3. Maintenance project costs based on estimates of Grand Valley Stormwater Managers
4. Flood plain mapping costs based on Federal Emergency Management Agency cost of \$7,200 per stream mile.
5. Drainage basin planning study costs based on per square mile costs from Urban Drainage and Flood Control District in Denver.

Flood plain mapping and drainage basin planning studies will be completed in approximately 5 years. Following their completion, most of the funds used for these activities can be applied to other activities.

**Important Note:** Legal information in the document was taken from Technical Memorandum No. 3 and the document titled "Questions and Answers to Legal Questions," both prepared by the project's legal counsel. These documents can be found in Appendices B and C.

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Stormwater managers from five local governmental entities (Mesa County, the Grand Junction Drainage District, the City of Grand Junction, the City of Fruita, and the Town of Palisade, known as “the five entities”) have been meeting for approximately three years to discuss common problems and identify potential solutions to stormwater and drainage management issues within the Grand Valley. In a broad sense, the general issues of concern include:

- How to fund, coordinate and complete regional projects that benefit multiple jurisdictions, or cross jurisdictional boundaries,
- How to achieve, and maintain compliance with new state and federal mandates for stormwater management contained in Clean Water Act Phase II regulations, effective March 2003, and
- How to prioritize, fund, and perform the maintenance and replacement of existing drainage infrastructure that is now undersized due to growth, or because maintenance has been ignored in the past.

Three of the most significant problems facing the five entities are:

- Lack of drainage basin planning studies which identify the problems and needs within specific basins and which present plans for improvements in the most cost-efficient and coordinated manner,
- Lack of a consistent, coordinated regional approach to stormwater management, and
- Lack of adequate funding for both local and regional projects.

During 2001 and 2002, numerous briefings were given by stormwater managers to elected officials and citizen groups. In June 2002, elected officials from the five entities individually passed resolutions authorizing a feasibility study of the potential for unification of certain stormwater activities, and authorizing formation of a Steering Committee to solicit citizen input and advisory recommendations on stormwater and drainage issues. Funding for the project was committed from the five entities, a \$70,000 grant from the Colorado Water Conservation Board was solicited and received, a consultant was hired, and a Steering Committee was selected. The Steering Committee members covered a broad range of interests, including real estate development, insurance, farming, and business owners. Many of the members had experience with flooding issues. None of the Steering Committee members were elected officials during this process. Details of the selection of Steering Committee members are in Section 3.

Steering Committee meetings began in December 2002. The general purpose of this Unification Feasibility Study, and Steering Committee process, was to: “... *investigate the legal, administrative, operational, financial, physical, and political aspects of stormwater management, flood hazard mitigation and Clean Water Act Phase II Compliance services provided to the customers of the myriad of entities responsible for those functions within the Grand Valley, and determine if the cost of stormwater management and Phase II compliance services can be reduced, or the Level of Service increased through the use of common resources and unified management.*” It was expected that the Steering Committee would issue a set of findings on the current status of stormwater management in the Grand Valley, and provide advisory recommendations to the elected officials concerning goals and strategies for future activities.

Meetings were held monthly from December 2002 through July 2003 at which the various aspects of stormwater management were presented and discussed. Topics included:

- Problems and Needs,
- Managerial and Operational Aspects,
- Financial Aspects,
- Legal Aspects, and
- Alternatives Analysis.

A professional facilitator was used to keep the meetings on track, to ensure understanding, to elicit questions and discussion, and to survey the members on disagreement or consensus. This report contains the final findings, conclusions, and recommendations of the Steering Committee.

The study process (discussed in detail below) included research, analysis, and presentation of the information to the Steering Committee for consideration and evaluation. A web site was maintained and monthly press releases were made. In addition, information was distributed to individuals and managers from entities affected by stormwater management, including irrigation companies, the BLM, and CDOT. A comprehensive list of entities and individuals that received information is in Appendix G.



This section discusses the current operational conditions and financial mechanisms and includes a general discussion of the hydrology and drainage systems in the Grand Valley, as well as the problems and needs that have led to this report. The problems and needs include the significant gaps and overlaps of services provided by the five entities. Alternative methods to address these gaps and overlaps were a primary focus of the Steering Committee.

The concept of “Level of Service” (discussed in detail in Section 4.4) for stormwater infrastructure, defined as the rainfall event that the system can accommodate without significant hazards or problems, is discussed in detail in Section 4. In general, the Level of Service provided in the valley was determined to be inadequate. There is a need to provide protection of property, the safety of residents, and to address federal regulations.

## 2.1 HYDROLOGY AND DRAINAGE SYSTEM

The Grand Valley contains many basins that are tributaries to the Colorado River, and 28 of these basins effect the urban areas of the valley. Although the area only gets approximately eight inches of precipitation per year, flash flooding is common due to the meteorological and topographical conditions. The basins on the south side of the river experience the greatest flooding because they have relatively short basins with headwaters in the Colorado National Monument with its steep cliffs and impervious slick rock. In addition, 95 percent of the storms in the Grand Valley come from the southwest, and the storms start at the tops of the basins and continue down into the valley. Therefore, when the flows from rainfall at the headwaters reach the lower ends of the basins, the storm is over the lower end and peak flows are significantly increased.

Urban areas on the north side of the river see less flooding than the south side due to the distance of the BookCliffs and the storm pattern mentioned above; however, when they do flood, they affect a larger population base than south of the river.

Because the Grand Valley’s land use was primarily agricultural and progressed to urban development, it relies on a system of agricultural drains and natural washes for a significant percentage of its stormwater conveyance. The agricultural drains were constructed by the Bureau of Reclamation to lower water tables and are now owned, managed and operated by the Grand Junction Drainage District (the District). When the Grand Valley’s land use changed from agricultural land to urban land, the typical urban drainage systems of collection channels, conveyance pipes and defined outfalls to existing water bodies were either not constructed at all or were constructed in a piece-meal fashion without an overall plan. Irrigation ditches were relied upon for a significant percentage of the



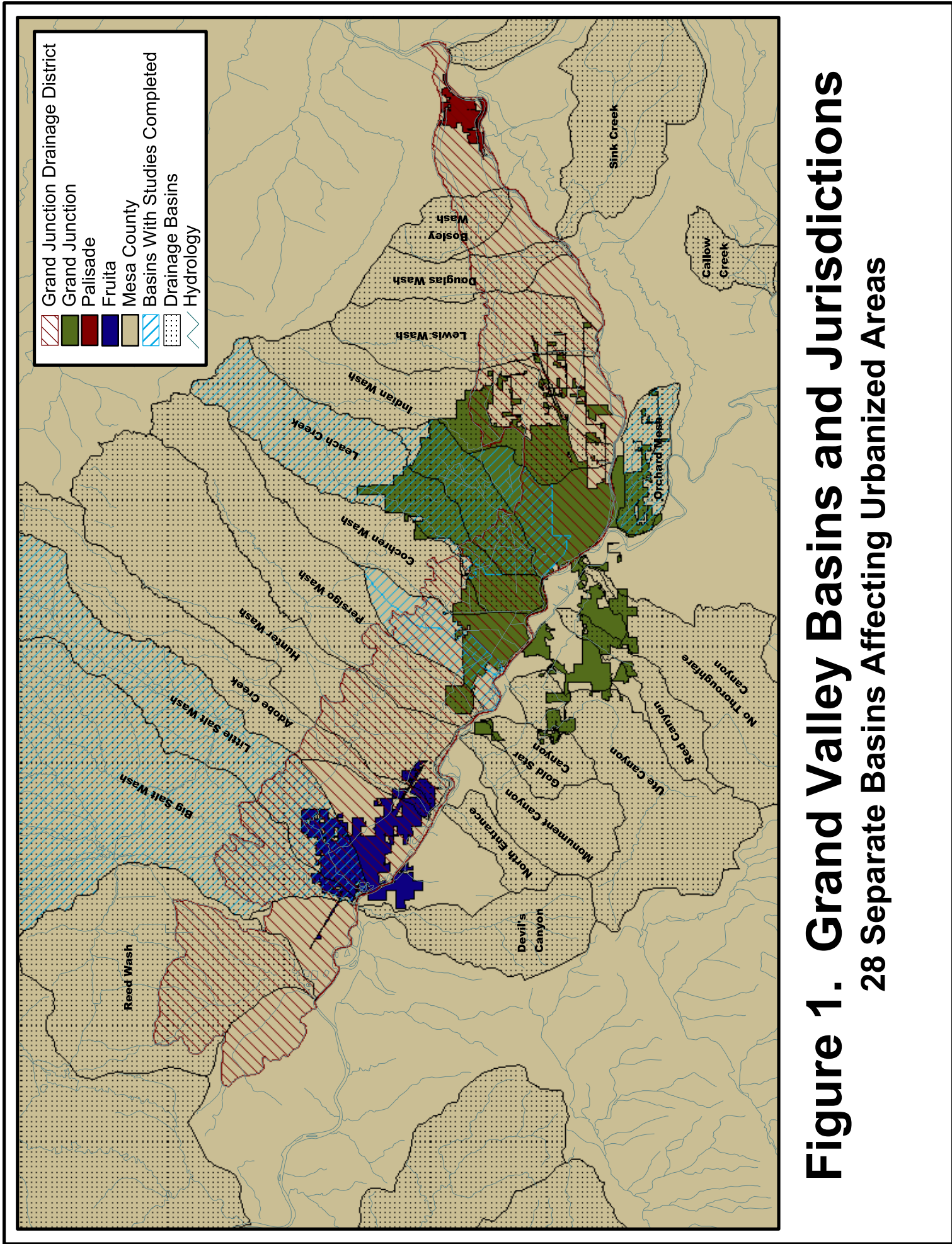
*Sediment Laden Flow from Colorado National Monument*

stormwater handling system. These irrigation ditches pervade the valley, cross natural drainage paths, combining and mixing drainage water with irrigation water. In addition, the boundaries of cities and irrigation districts are inconsistent with the natural configuration of drainage basins and washes. The municipalities therefore need to coordinate many of their drainage activities with the District.

In addition to the District, six irrigation companies own and operate irrigation systems that cross many of the drainages within the municipalities. The US Army Corps of Engineers, Bureau of Reclamation, Bureau of Land Management, CDOT, and others are also involved in the drainage activities within the municipalities.

Not only do the municipalities have to deal with the drainage originating within their boundaries, they also have to deal with drainage from upstream areas, that include lands managed by other jurisdictions such as the National Park Service and Bureau of Land Management.

Figure 1 shows the major basins in the Grand Valley and the five jurisdictions participating in this study, and illustrates the eight basins that have planning studies.



**Figure 1. Grand Valley Basins and Jurisdictions**  
**28 Separate Basins Affecting Urbanized Areas**

**2.2 OPERATIONAL CONDITIONS**

Stormwater management includes addressing problems and potential problems at both local and regional levels. At the local level, smaller drainage areas such as subdivisions require conveyance and/or detention to prevent property damage, nuisance flooding, pollutant loading, and other flooding problems both within and downstream of the development. At a regional level, these local developments are all tributary to larger drains and washes, which transcend municipal boundaries. Planning must be coordinated between local entities for regional structures that may be required. For example, a regional detention pond may be the best solution to detain flows from multiple jurisdictions.



*Ligrani Drain - Typical Open Drain Maintenance Activities*

Table 1 is a summary of the “big picture” of stormwater operations in the Grand Valley. Table 1 illustrates that most activities are satisfactorily completed by a majority of the entities within their own jurisdictions. However, multi-jurisdictional (regional) projects are only completed to a limited extent by Mesa County and the District and are not completed at all by Grand Junction, Fruita, and Palisade. These significant gaps in regional services are one of the primary reasons for this study.

**Table 1  
Existing Operations of the Five Entities  
(Adequacy of Current Programs to Perform Activities)**

| Activity  | Jurisdiction |                |        |          |                                  |
|---|--------------|----------------|--------|----------|----------------------------------|
|   | Mesa County  | Grand Junction | Fruita | Palisade | Grand Junction Drainage District |
| Individual Jurisdiction                               | Most         | Yes            | Yes    | Most     | Yes                              |
| Multi-jurisdictional (Regional-throughout study area) | Limited      | No             | No     | No       | Limited                          |

Table 1 was constructed with significantly more detail than shown in the summary presented above. The detailed analysis included four major groups of activities with a number of sub-activities under each of the four groups. The four major activity groups are listed below:

- Capital improvement planning and construction (9 subgroup activities),
- Operation and maintenance (9 subgroup activities),

- Planning and regulatory (13 subgroup activities), and
- Administration (5 subgroup activities).

The detailed analysis of activities, as prepared by staff and showing all 36 subgroup activities is included in Tech Memorandum 4 (in Appendix B).

**2.3 CURRENT EXPENDITURES AND SOURCES OF FUNDS**

Table 2 shows a budgetary level estimate of average historic expenditures for stormwater management related activities by the five entities in the Grand Valley. The costs in this table are averages of past years, but are believed to be representative of the “status quo” or current level of funding. These are budgetary level numbers (plus or minus 35%) for general comparison purposes.

(Note: level of funding should not be confused with Level of Services although they are both reflective of the ability of an entity to respond to stormwater related problems.)

**Table 2  
Summary of Historic Average Annual Expenditures  
(in dollars)**

|  | <b>Mesa<br/>County</b> | <b>Grand<br/>Junction</b> | <b>Fruita</b> | <b>Palisade</b> | <b>Grand<br/>Junction<br/>Drainage<br/>District</b> | <b>Total</b> |
|--|------------------------|---------------------------|---------------|-----------------|---|--------------|
| Capital Improvement Program <sup>(1)</sup> | 250,000                | 360,000                   | 79,000        | 20,000          | 240,000   | 1,029,000    |
| Maintenance <sup>(2)</sup>                 | 25,000                 | 995,000                   | 8,000         | 5,000           | 643,000   | 1,676,000    |
| Planning & Administration <sup>(3)</sup>   | 50,000                 | 126,000                   | 4,500         | 3,500           | 125,000   | 305,500      |
| Rounded Totals                             | 325,000                | 1,481,000                 | 91,500        | 28,500          | 1,008,000   | 3,010,500    |

Notes:

- <sup>(1)</sup> **Capital Improvement Program** is for the design and construction of facilities such as drains, ditches, pipes, channels, and detention ponds. Budgets are for contractors, materials, labor, and equipment.
- <sup>(2)</sup> **Maintenance** can include cleaning and repairing inlets and catch basins, sweeping streets, cleaning and repairing drains, ditches, channels, ponds and pipes, planting, mowing and trimming grass and other vegetation, and picking up debris. Budgets include costs for staff, equipment, and materials and supplies.
- <sup>(3)</sup> **Planning and administration** includes subdivision review and inspection, floodplain administration, 404 permitting, capital project design administration and review. Budgets are mostly for staff. National Pollution Discharge Elimination System costs are not included in historic costs except for the City of Grand Junction, which has included partial National Pollution Discharge Elimination System costs.

The primary sources of funds for the five entities are shown in Table 3. It shows that general fund revenues are the primary sources of funds for the municipalities and property taxes for the District. In addition, several municipalities receive drainage impact fees and grants.

**Table 3  
Primary Sources of Funds**

| Revenue Source          |                  | Municipalities       |                |        |          | Grand Junction Drainage District |
|-------------------------|------------------|----------------------|----------------|--------|----------|----------------------------------|
|                         |                  | Mesa County          | Grand Junction | Fruita | Palisade |                                  |
| “General Fund Revenues” | Property Taxes   | X                    | X              | X      | X        | X                                |
|                         | City Sales Tax   | X                    |                | X      |          | X                                |
|                         | County Sales Tax | X                    | X              | X      |          | X                                |
| Drainage Impact Fees    |                  |                      | X              | X      |          |                                  |
| Grants                  |                  | X                    | X              | X      | X        |                                  |
| Permit Fees             |                  | Not currently in use |                |        |          |                                  |
| Stormwater Utility Fees |                  |                      |                |        |          |                                  |

Fruita and Grand Junction charge impact fees for new developments only. These impact fees must be dedicated to capital improvements and cannot be used for maintenance. In addition, some (but not all) properties within the study area are subject to the Grand Junction Drainage District mill levy. This tax funds all activities (capital, operations, and administration) of the District system, which (in all municipalities) includes most of the larger municipal storm drains but does not include most of the washes. All of the five entities cost share with the District on various projects.

### **3.1 INTRODUCTION**

Recognizing a need for greater public input on future stormwater management decisions, the stormwater managers for the five entities designed a review process to involve a set of community stakeholders sitting as a Steering Committee through Phase A of the unification study. The Steering Committee was tasked with participation in seven meetings, held monthly from December 2002 through June 2003.

Project information was developed jointly by the staff of the five entities and the consultant, and packaged and presented to the Steering Committee in the form of Technical Memoranda and presentations. Steering Committee members were asked to review the project information and evaluate the system short-falls for valley-wide stormwater drainage and flood management. Steering Committee participants were asked to provide “system-overview guidance” regarding the needs that might dictate a unified stormwater and flood management system for the Grand Valley region. Individuals were counseled that their input would be advisory in nature and could be reshaped in the resulting political process once the unification study was completed.

The purpose of the Steering Committee review step was to gain an understanding of both the complexity of the issues and a sense of the community’s willingness to support a change in the stormwater drainage and flood management processes. Managers from the five entities were interested in whether or not a group of affected citizens and community leaders felt a unified system would be beneficial and also the community’s willingness to pay for added services.

### **3.2 COMPOSITION OF COMMITTEE**

The Steering Committee was created to represent a wide spectrum of citizens in the Grand Valley who have an interest in stormwater management. The Steering Committee consisted of 14 members, 9 of which were jointly selected by the five entities, with 1 additional member selected by each of the individual sponsors. The committee members included:

- Business owners,
- Farmers who use water from irrigation companies,
- Representatives from the real estate and building industries,
- Former local politicians, and
- Other citizens.

The Steering Committee members included several property owners who have incurred flood damages. Managers and staff from the five entities, as well as the consultant team, supported the Steering Committee.

### **3.3 TECHNICAL MEMORANDUMS**

To document the investigation and analysis of stormwater management in the valley and the decision-making process of the Steering Committee, the consultants have written four Technical Memorandums (in Appendix B):

- Managerial/Operational Aspects, Problems, Needs, and Initial Alternatives,

- Financial and Organizational Aspects of Alternatives,
- Legal Aspects of Alternatives, and
- Alternatives Analysis.

These documents provide a “road map” of the iterative process that led to the conclusions and recommendations described below.



*Jon Sorensen Discusses the Pros and Cons of a Drainage Authority  
Steering Committee Meeting on May 22, 2003*

### 3.4 MEETINGS/PRESENTATIONS

The Steering Committee met monthly from December 2002 through June 2003 to view presentations by the consultant team and to discuss the important issues facing the Grand Valley. The stormwater managers of the five entities and the consultant team participated in additional meetings before and after the Steering Committee meetings (“compression” and “decompression” meetings), and the managers met separately to discuss and review each of the Technical Memorandums.

### 3.5 CONSENSUS BUILDING FOR ALTERNATIVES

During the scoping process for the Steering Committee process, it was recognized that it would be important for the Steering Committee to arrive at some level of consensus. The stormwater managers asked facilitator Molly Tayer to devise a method in which a consensus might be formed, given the process time constraints. Molly provided the Steering Committee with a consensus discussion process with a fallback option to a meta-decision making rule. In essence,



this process asks the group to work toward a consensus level of agreement on decisions before them. The meta-decision-making process allows that if there are still unresolved questions once the consensus discussion has run its course, the Steering Committee members could agree to acknowledge any areas of consensus reached and provide additional time to address unresolved issues.

To achieve a consensus in the Steering Committee recommendations, an iterative discussion process was needed, as many issues had to be addressed and re-addressed to build understanding of the complexity of the operational and financial aspects of stormwater management. Each meeting provided a new layer of information with which the Steering Committee needed to become familiar. In each meeting, the Steering Committee worked either in small group discussion or in plenary discussion to build their comfort and understanding of the components of the problem. From these conversations, the Steering Committee was able to both identify a set of guiding criteria to use to help evaluate acceptable alternatives and work with the consultants to build a set of viable alternatives for further investigation. During the seven months of conversation, these alternatives were challenged, evaluated, and winnowed down to the final recommended alternative.

The process is illustrated in Figure 2. The conclusions and recommendations that resulted from this process are discussed in the sections below.



**Figure 2. Process Flow Chart**

#### 4.1 STEERING COMMITTEE PRIORITIES

During the course of the project, the Steering Committee developed and refined a list of operational and implementation priority needs to address the issues at hand. The need for continued and improved efficiency was a theme throughout. The following operational priorities apply to activities within each jurisdiction and activities that involve coordination with the other jurisdictions:



*Capital Project - Ligrani Drain at Rimrock Market Place*

- Funding to meet planning, maintenance and Capital Improvement Program needs, in a timely manner
- Study drainage basins to identify and prioritize needs and projects (inside each jurisdiction and multi-jurisdictional studies across jurisdictional boundaries),
- Coordinate floodplain management, planning, Capital Improvement Program, and maintenance,
- Coordinate representation to engage federal/state agencies,
- Determine Level of Service,
- Maintain facilities to ensure proper function and to prevent more expensive replacement,
- Meet federal stormwater regulations.

An analysis of the Steering Committee operational priorities, as currently met by each of the five entities, is shown in Table 4. Table 4 shows that the individual entities only meet priorities 1 through 6 in a limited manner, or not at all. They are currently meeting the federal stormwater regulations. However, the table makes no attempt to differentiate between local and regional activities, the level of funding available, or to estimate the efficiency of the programs.

In addition to the operational priorities, the steering committee also developed the following implementation priorities:

- Gain public acceptance,
- Do not create another level of bureaucracy, and
- Keep implementation simple.

These priorities represent the status quo and are currently met by each of the entities.

**Table 4  
Summary of How Steering Committee Priorities are Currently Met by Each Entity**

| Activity  | Jurisdictional Entity |                |         |          |                                  |
|---|-----------------------|----------------|---------|----------|----------------------------------|
|   | Mesa County           | Grand Junction | Fruita  | Palisade | Grand Junction Drainage District |
| 1. Develop funding to meet planning, maintenance and Capital Improvement Program needs      | Limited               | Limited        | Limited | Limited  | Limited                          |
| 2. Perform studies to identify and prioritize needs and projects                            | Limited               | Limited        | Limited | Limited  | Limited                          |
| 3. Coordinate floodplain management, planning, Capital Improvement Program, and maintenance | Limited               | Limited        | Limited | Limited  | Limited                          |
| 4. Coordinate representation to involve federal/state agencies in solutions.                | No                    | No             | No      | No       | No                               |
| 5. Determine Level of Service   | No                    | No             | No      | No       | No                               |
| 6. Maintain facilities  | Limited               | Limited        | Limited | Limited  | Limited                          |
| 7. Meet federal regulations   | Yes                   | Yes            | Limited | Yes      | Yes                              |

**4.2 PROBLEMS WITH PLANNING, COORDINATION AND FUNDING**

As illustrated in the discussion on Steering Committee priorities, three of the top priorities – planning, coordination, and funding – are only met to a limited degree by all of the five entities.

Due to the lack of drainage basin planning studies (which identify the problems and needs by basin and present plans for improvements in the most cost-efficient and coordinated manner) the five entities do not know the full extent of their capital and maintenance needs, particularly for regional and cross-jurisdictional problems. Completion of more of these plans in the valley would greatly improve the design and management of the overall drainage system. In addition, of the few existing drainage basin planning studies that do currently exist, many are based on outdated hydrology, and the studies need to be revised or re-done. Furthermore, one of the roles of the five entities is to review development plans for the proper location, design, and coordination of proposed drainage facilities with existing District and other drainage systems. When completing these reviews, the five entities are handicapped by the absence of drainage basin planning studies. The completion of more of these plans would greatly improve the efficiency and coordination of these reviews.

The need for planning studies can be summarized for different levels of development:

1. Developed areas - Serious flooding potential exists, and studies are needed to identify the locations and magnitude of hazards and determine the best solutions.
2. Areas under development pressure - Development is occurring in this area and floodplains and/or improvements need to be identified to alleviate future hazards that would be more expensive to fix after development occurs.

3. Planning needs in developed or undeveloped areas - Floodplains and/or improvements need to be identified to coordinate with other infrastructure improvements such as roads, adjacent drainage improvements, irrigation ditches, and/or to deal with multi-jurisdictional issues such as cost allocations.

There is little coordination or consistency among the four municipalities in terms of subdivision drainage plan review and review of plans for municipal projects such as street construction. Engineers review the plans to check for proper design and location of drainage facilities, and the municipalities also participate in some drainage basin planning studies. Coordination of the review of subdivision and municipal project plans with the drainage basin planning study is very important, however, the basin planning studies, capital programs, and maintenance programs all are quite different between the entities.

This jurisdictional fragmentation of the review process, combined with the lack of drainage basin planning studies, creates an inconsistent, poorly coordinated approach to stormwater management. An effective multi-jurisdictional approach necessarily requires:

- Coordination among the five entities and/or a broader, regional authority such as a Drainage Authority that can address basin-wide problems that transcend jurisdictional boundaries.
- Clarification of the roles of the municipalities, the District, the US Army Corps of Engineers, the Bureau of Reclamation, the Bureau of Land Management, irrigation companies and others. That is, identification of which entities are responsible for each of the many aspects of stormwater management in the valley including planning, construction, maintenance, and administration.

Another common problem of all of the entities is the lack of adequate funding for both construction of needed improvements and for completion of deferred maintenance on the natural washes. The washes are currently in need of attention, but only a small percentage of the necessary funding has been available. The lack of adequate funding is a problem for both local and regional projects.

### **4.3 LOCAL VERSUS REGIONAL SERVICES**

The Steering Committee determined that the five entities are very good at providing services (even though they may be at a lower Level of Service than desired) that are limited to inside their jurisdictions. There is consensus among the Steering Committee that these activities remain the responsibility of local entities. However, it was also found that services that involve coordination with the other jurisdictions could be provided more efficiently by a valley-wide effort. That is, there is considerable overlap of services that could be eliminated (or at least limited) by a regional approach.

### **4.4 LEVEL OF SERVICE VERSUS LEVEL OF FUNDING**

Following a review of all the services provided by the five entities, it was determined that the Level of Service provided in the valley was inadequate. A higher Level of Service is needed to provide better protection of property, to increase the safety of residents, or to address federal regulations.

The Level of Service provided by the current system is presented in Table 5. “Level of Service” for stormwater infrastructure is defined as the rainfall event that the system can accommodate without significant hazards or problems. This table illustrates hazards and problems with the Level of Service provided by the current system, in a generalized nature. Specific areas could be more hazardous and other areas less hazardous. The technical staff, using their best professional judgment and observations of recent flood events, developed this table.

**Table 5  
Hazard Ratings for Current Level of Services**

| Type of Hazard/Problem           | Level of Service by “Rainfall Event in Years” <sup>(1)</sup> |        |         |         |          |
|----------------------------------|--|--------|---------|---------|----------|
|                                  | 1 year   | 2 year | 10 year | 50 year | 100 year |
| <b>Relative Degree of Hazard</b> |  |        |         |         |          |
| Pedestrian                       | Low  | Low    | Medium  | High    | High     |
| Traffic                          | Medium   | Medium | High    | High    | High     |
| Property Damage                  | Low  | Low    | Medium  | High    | High     |
| Structure Damage                 | Low  | Low    | Low     | Medium  | High     |

| <sup>(1)</sup> Relation of “Rainfall Event in Years” to Percent Chance of Occurrence in One Year |                           |     |     |    |        |
|--|---------------------------|-----|-----|----|--------|
|  | Rainfall Event in “Years” |     |     |    |        |
|  | 1                         | 2   | 10  | 50 | 100    |
| Chance of Occurrence in One Year   | 100% +/-                  | 50% | 10% | 2% | 1% +/- |

It would be preferable to have a stormwater system represented by a table with nothing but “Low” values in every cell. However, that is prohibitively expensive, and stormwater managers need to balance Level of Service with available funding. That is, an optimum level must be determined. The optimum Level of Service and associated funding will be determined with drainage basin planning studies that include cost/benefit analyses.

**4.5 PHOTOGRAPHIC ILLUSTRATION OF DRAINAGE PROBLEMS IN THE GRAND VALLEY**

The following photographs illustrate the need for maintenance, planning, and improved infrastructure for drainage in the Grand Valley. These photographs were taken by managers from the five entities, consultants, and individuals affected by flooding problems.

Figures 3 through 6 illustrate maintenance needs varying from simple (trash removal) to more involved (utility relocation). Trash in a channel collects more trash and sediment and reduces the flow capacity of the channel. There is a need for systematic inspection and cleaning. Figure 6 illustrates overgrown vegetation as well as the potential problem of utility crossings. These crossings can be a hindrance to flow, and there may be issues with uncertain responsibilities for repairs or relocation.

Figures 7 through 13 illustrate flooding and other issues.



**Figure 3. Example of Common Maintenance Needs**



**Figure 4. Example of Common Maintenance Needs**



**Figure 5. Example of Common Maintenance Need**



**Figure 6. Utility Crossing and Overgrown Channel**





**Figure 7. Hindrances to Maintenance Access**



**Figure 8. Major flooding along No Thoroughfare Canyon, July 1978**



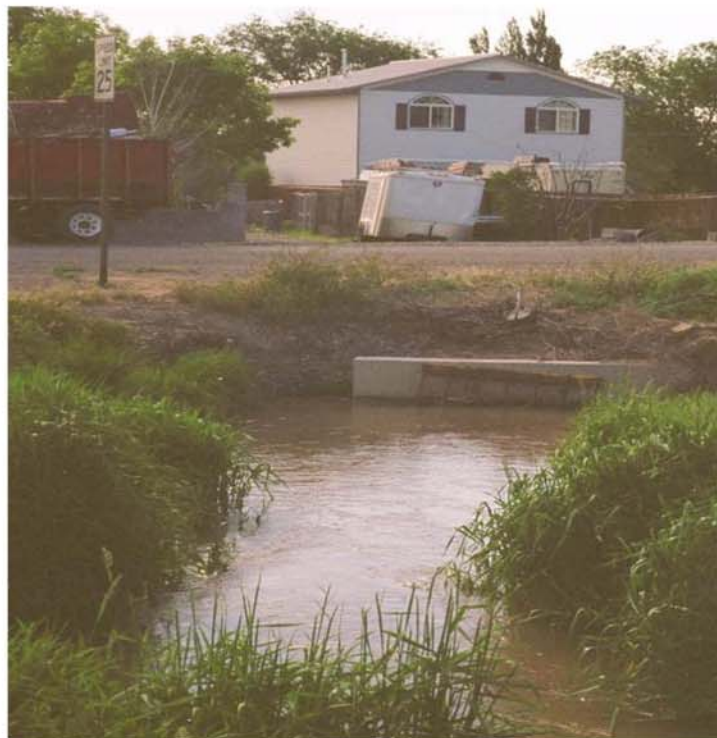
**Figure 9. Cunningham Court, Redlands Mesa, July 2001  
Drainage Channels Filled in by Property Owners**



**Figure 10. Sediment-Laden Flow from the Colorado National Monument**



**Figure 11. Bank Erosion in Leach Creek just North of F ¼ Road (North of Mesa Mall)**



**Figure 12. Orchard Mesa Drain Full of Irrigation Water, May 2003  
Palisade Street South of Unawep  
(No available capacity for stormwater)**



**Figure 13. Horizon Drive Channel Shown Flowing Full of Irrigation Water  
Patterson Road at N. Westgate Avenue, May 2003  
(Limited availability for storm water)**

## **5.1 GENERAL ISSUES**

The primary focus of this project has been to determine if an alternative stormwater management organization is needed and, if so, what kind of an organization would best fit the needs of the Grand Valley while being as consistent as possible with the Steering Committee priorities (discussed above in Section 4a). The Steering Committee process resulted in two primary conclusions:

- A unified valley-wide organization is needed to engage in activities that lend themselves to a multi-jurisdictional approach, and
- The existing entities should also continue providing local services within their jurisdictions.

This section discusses the kind of activities that a valley-wide solution should address, activities that are best left with the local jurisdictions, and discusses the alternative organizations that would meet the needs of the project.

### **5.1.1 What Activities Would a Valley-Wide Solution Address?**

The activities needed for a valley-wide effort are those activities that include a regional scope and perspective. These activities range from planning and regulatory compliance to construction and maintenance of large capital improvements that handle major drainage flows from multiple jurisdictions. A limited amount of regional administration, including stormwater quality permit coordination, would also be advantageous.

Following is an outline of the major multi-jurisdictional activities that are proposed for inclusion in a valley-wide organization:

- Planning/Regulatory
  - a) Floodplain mapping and management
  - b) Drainage Basin Planning Studies
  - c) Creation of a unified drainage criteria manual
  - d) Stormwater quality National Pollution Discharge Elimination System permit requirements
- Construction of Large Multi-jurisdictional Projects
- Operations and Maintenance of Large Multi-jurisdictional Projects
- Administration
  - a) Billing
  - b) Customer service – 1 phone call
  - c) Coordinated representation to State/Fed agencies

### **5.1.2 What activities would local communities give up or keep?**

As discussed in Section 2, most of the services that the individual entities provide within their jurisdictions are of a non-regional nature. The Steering Committee agreed that the local jurisdictions were the logical and most efficient providers of these services and concluded that these services should remain with the local jurisdictions. Local services include routine items

such as storm drain flushing and street sweeping that are mostly for drainage confined within their jurisdictions, and not significantly impacted by drainage from upstream jurisdictions.

Regardless of whether or not a local jurisdiction is the most efficient method to provide an activity, the question of adequate funding for that activity still exists. Many of the services are not up to the Level of Service that they should be.

Services currently provided by the local jurisdictions that they should “give up” are limited to activities of a regional nature or activities that are better performed by a unified organization. For example, the local jurisdictions have jointly completed a limited amount of drainage basin planning which would be given to the new organization. The local jurisdictions also enter into agreements to construct capital projects and provide maintenance. Projects that qualify as multi-jurisdictional would be coordinated by the new organization.

### **5.1.3 Overall Theme for Valley-wide efforts**

Several overall themes regarding a valley-wide effort emerged from the Steering Committee’s work.

The Steering Committee determined that the valley-wide organization should:

- Be implemented and operated with the smallest possible amount of additional bureaucracy,
- Be as simple and efficient as possible,
- Primarily address multi-jurisdictional (regional) issues recognized by the Steering Committee as priorities,
- Not engage in activities that are better handled by the local jurisdictions,
- Have limitations placed on it including:
  - The level of fees and rates it can assess,
  - The powers it has and the activities it can engage in,
  - The initial activities it engages in, and
  - Future activities it engages in.
- Be funded by a sustainable, equitable, and fair revenue source, and
- Fill gaps and gain efficiencies through eliminating some overlaps.

## **5.2 PRELIMINARY ORGANIZATIONAL ALTERNATIVES**

A number of organizational alternatives to improve valley-wide service were reviewed from a legal and financial standpoint and were tested against the Steering Committee’s overall themes and priorities.

The following “long list” of alternatives was developed by the project team:

Alternatives not including an overall valley-wide organization:

- Alternative A – The Status Quo with and without more funding, and

- Alternative B – Municipalities takeover all drainage activities and the Grand Junction Drainage District is abolished.

Alternatives including a unified, valley-wide organization:

- Alternative C1 – New Drainage Authority based on legislation passed in 2001,
- Alternative C2 – Grand Junction Drainage District as an umbrella authority,
- Alternative C3 – Regional Service Authority (needs to contain at least one entire county),
- Alternative C4 – Organization under Mesa County, and
- Alternative C5 – Intergovernmental Agreements (IGA’s).

A summary comparison of the differentiating factors of the alternatives is presented in Table 6.

**Table 6  
Comparison of Unified Valley-Wide Alternatives**

| Comparison Item           | Alternative  |  |  |  |  |
|---------------------------|--|--|--|--|--|
|                           | C1<br>Drainage<br>Authority<br>(with Water<br>Enterprise)                          | C2<br>Grand Junction<br>Drainage<br>District<br>(with Water<br>Enterprise)                                   | C3<br>Regional<br>Service<br>Authority<br>(with Water<br>Enterprise) | C4<br>Mesa County<br>(with Water<br>Enterprise)  | C5<br>IGA<br>(with Water<br>Enterprise)  |
| <b>Funding Issues</b>     | Water Activity Enterprise would work well, could include all entities if all agree | Water Activity Enterprise would work within existing boundaries, but area outside boundary would be an issue | Water Activity Enterprise would work well                            | Water Activity Enterprise could only be applied to Mesa County Jurisdiction, not the other entities (Water Activity Enterprise is limited to one jurisdiction) | Water Activity Enterprise would work well, could include all entities if all agree |
| <b>Initial Boundary</b>   | Flexible, contract between entities defines boundary                               | Does not currently include entire study area   | Must contain one or more entire counties                             | Flexible, county could specify   | Flexible, could be defined in contract   |
| <b>Boundary Expansion</b> | By contract amendment agreed to by participating entities                          | Two ways:<br>1. Property owners agreement<br>2. New state legislation  | By addition of an entire county                                      | Flexible, County could amend but must be in the County   | By contract amendment agreed to by participating entities                          |
| <b>Formation by:</b>      | By contract between all participants   | All ready formed   | Election   | All ready Formed   | By contract between all participants   |
| <b>Board Makeup</b>       | By contract between all participants   | Existing 3 member elected board  | To be Elected  | Existing BOCC  | By contract between all participants   |

When considering all the activities that are required to provide adequate stormwater service throughout the Grand Valley, the Steering Committee came to the conclusion that the five entities themselves are best suited to provide the services that are restricted to within their boundaries and abilities as discussed above. Therefore, it was recognized that the selection of just one of the above alternatives would not meet the needs of the project. Selection of Alternative A or B in conjunction with one of the C alternatives would be necessary.

Alternative B, “Municipalities takeover all drainage activities and the Grand Junction Drainage District is abolished”, was eliminated because the Steering Committee felt that it would not be wise to lose the expertise and funding of the District. The District provides an efficient and valuable service within all of the other jurisdictions and is funded by a property tax that generates about \$1.2 million per year. Following the elimination of Alternative B, and the recognition that the status quo was appropriate for local activities, the Steering Committee began to focus on the “C” alternatives for the unified valley-wide effort.

The five unified valley-wide alternatives listed above were presented in TM 3, Legal Analysis, and in a follow-up legal and organizational question and answer document.

The Water Activity Enterprise shown with each alternative is in essence a stormwater utility. It should be viewed as an additional layer of income-generating authority that can be added to the organization that is ultimately selected by the Steering Committee. A description of the Water Activity Enterprise is included in the Funding Alternatives section (Section 7.6) below.

Following study and discussion, the Steering Committee eliminated alternatives C3, C4, and C5 for the following reasons:

- C3, Regional Water Authority, was eliminated because it required inclusion of the entire county and the Steering Committee did not want to expand the scope of the project outside the valley.
- C4, Mesa County, was eliminated because Mesa County could, as a single entity, form a Water Activity Enterprise, however, the enterprise could only consist of Mesa County and none of the other four entities could be a part of such enterprise. The Steering Committee felt the required public support and resolution required to create a Water Activity Enterprise under Mesa County would be difficult to obtain.

C5, IGA was eliminated because alternative C1 was essentially an IGA created specifically to address drainage and flood control issues like the ones facing the Grand Valley and there was no need to have another IGA alternative.



With the elimination of alternatives C3, C4, and C5, an expanded evaluation of alternatives C1 and C2 is presented to determine which is the best alternative to meet the needs of the project. Both alternatives include Alternative A, Status Quo, for activities that are within the boundaries of each jurisdiction and not multi-jurisdictional in nature. As outlined above, the primary activities of the multi-jurisdictional organization are:

- Planning/Regulatory,
- Construction of Large Multi-jurisdictional Projects,
- Operations and Maintenance of Large Multi-jurisdictional Projects, and
- Administration.

Following is a discussion of examples of how specific activities would be performed by the new organization under Alternatives C1 and C2. Either C1 or C2 could perform the activities.

## 6.1 MAJOR ACTIVITIES

### *Floodplain Mapping and Management*

The primary concept for each of the two alternatives is the completion of multi-jurisdictional activities for and in each of the jurisdictions. For example, the floodplain mapping and management activity would be completed on washes that extend through a number of



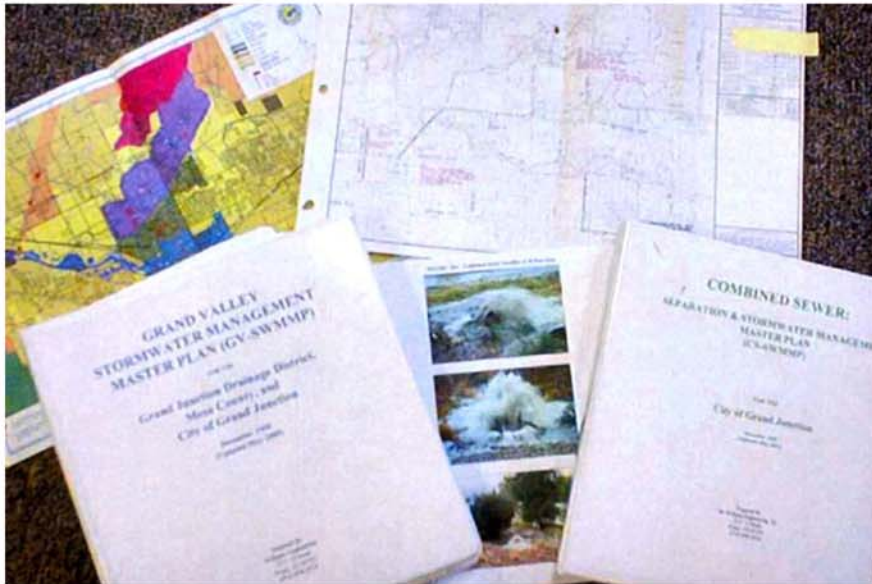
*Flood Insurance Rate Maps*

jurisdictions and on major washes that may only be located in one jurisdiction. The activity would be funded by the selected organization for the benefit of all jurisdictions and for all residents of the valley that benefit from the mapping and regulation of floodplains. It would be an efficient way to complete mapping and management, and all participating jurisdictions would receive the same mapping studies and be advised in a consistent manner on the management aspects, including where and how development should be controlled in the floodplain areas.

### *Drainage Basin Planning Studies*

The completion of drainage basin planning studies would work in a similar manner. The studies would be focused on multi-jurisdictional drainage and flood control issues including major drainages that pass through a number of jurisdictions and drainages that are large enough to warrant regional attention. The selected organization would fund, manage and complete the

studies with input from the affected jurisdictions. The studies would be available to all jurisdictions. Included in this effort would be development of a consistent set of adoption guidance, Best Management Practices (BMPs), and design criteria for drainage and flood control projects throughout the valley. All jurisdictions, land developers, and residents of the valley will benefit from these studies. Appendix F provides recommendations for a drainage criteria manual to be used by developers and stormwater managers throughout the Grand Valley. These are preliminary recommendations that shall be updated when the Colorado Water Conservation Board completes its “Statewide Drainage and Floodplain Management Criteria Manual” in 2004.



*Drainage Basin Planning Studies*

## **Operations and Maintenance**

Operations and maintenance of drainage and flood control facilities would similarly be targeted at large and/or multi-jurisdictional facilities. An example of this kind of maintenance is on the large washes that traverse several jurisdictions. Many of these washes have fences, fallen trees, debris, and other things that need to be kept out of the washes to prevent blockage of downstream culverts and bridges during floods. In other communities, blocked culverts have been responsible for roadway overtopping with consequences of property damage and loss of life and injury during flooding. Therefore, the maintenance of major channels and washes benefits all of



*Burning Vegetation to Reduce Fire Danger, Maintain Capacity and Clean Ditch*

the people of the valley that use the roadways over these washes as well as the adjacent property owners.

## **Capital Design and Construction**

Capital design and construction would be another function of the selected organization. Again, the program would be targeted at large, multi-jurisdictional projects that have a valley-wide impact. Unlike the three previous types of activities, the capital program involves the creation of infrastructure, which will have to be owned and maintained by a public entity. There are basically two choices here: the new organization can own and maintain the facility, or the facility can be transferred to



*Orchard Avenue Major Storm Sewer Construction, Summer 1999*

the jurisdiction where it is constructed. If the facility is not transferred, the new organization becomes a land and facility owner with all the attendant responsibilities, including, but not limited to, obligation to maintain facilities. (Facilities include ponds, culverts, storm sewer pipes, and other infrastructure used for stormwater conveyance or detention.)

## **6.2 TABOR ISSUES**

The 1992 Taxpayers' Bill of Rights (TABOR) amendment to the Colorado constitution sharply limits the amount of money the state government can collect from taxpayers and spend each year. The limit, which applies to each Colorado local government, holds the maximum annual percentage change in fiscal year spending to inflation in the prior calendar year plus annual local growth. "Local growth" is defined as the net percentage change in actual value of all real property in a local government from construction of taxable property improvements minus destruction of similar improvements, and additions to, minus deletions from, taxable real property.

The completion of the activities described above by a unified valley-wide organization for the benefit of the local entities does not impact the TABOR requirements for each entity. In the case of transferal, the transfer does not impact the jurisdiction's TABOR limitations, because TABOR only applies to funding, not property. TABOR is only impacted if **funds, not property**, are transferred. Therefore the benefits of providing services such as studies, management, regulatory review, operations and maintenance and capital projects would not impact the TABOR limits of the jurisdictions receiving the benefits.

Another possible activity or role for the new organization is the transfer of funds to the other entities for support in carrying out their local drainage and flood control programs. This transfer of funds does impact the TABOR limitations of an entity. If the entities do not want the TABOR impacts associated with the fund transfers, they would need to create Water Activity Enterprises

to accept the funds. A Water Activity Enterprise formed by a local jurisdiction can accept funds from a Water Activity Enterprise formed by the District or Drainage Authority without triggering TABOR. Whether or not the transfer of funds from the valley-wide organization to the local entities is included needs to be addressed by the five entities.

### **6.3 COMPARISON OF TWO FINAL ORGANIZATIONAL ALTERNATIVES**

Both alternatives include the Grand Junction Drainage District, as it is integral to both alternatives. Under Alternative C1, the District is an operating arm of a Drainage Authority and as such completes the capital design and construction activities and the operation and maintenance activities. The remaining activities could be completed by separate staff at a Drainage Authority or by staff at the District. Under alternative C2, the District is the valley-wide authority and completes all of the above-described activities.

Table 7 compares the two remaining alternatives.

**Table 7  
Comparison of Stand Alone Grand Junction Drainage District and Drainage Authority  
with the Grand Junction Drainage District as an Operational Arm**

| Issue   | C1<br>Drainage Authority with Grand Junction Drainage District  | C2<br>Grand Junction Drainage District  | Comments   |
|---|---|---|--|
| 1. Additional Funding   | The Drainage Authority would implement a water activity enterprise and a service fee on all properties within an area agreed upon by the 5 entities in a formal contract.   | The District would implement a water activity enterprise and a service fee on all properties within its current boundaries by action of the Board of Directors.   | If the District implemented a Water Activity Enterprise service fee within its boundaries, it may not be politically acceptable to the other jurisdictions.<br>Implementation of a Water Activity Enterprise service fee by a Drainage Authority may be more politically acceptable because the 5 entities would have to agree by contract on the fee. |
| 2. Allocation of portion of additional funding back to each of 5 jurisdictions for use on local activities (if desired) | This would be accomplished by having each jurisdiction set-up a Water Activity Enterprise. The Drainage Authority's Water Activity Enterprise could then allocate funds back to each Water Activity Enterprise without impacting TABOR. | This would be accomplished by having each jurisdiction set-up a Water Activity Enterprise. The District's Water Activity Enterprise could then allocate funds back to each Water Activity Enterprise without impacting TABOR. | Similar except that the study area outside the District would be difficult to obtain funding from under C2.  |
| 3. Board of Directors Composition   | Composition would be decided by the 5 entities and stated in a Drainage Authority Contract.   | Current board of three elected people from within the District boundaries or create new board by legislation.   | A better representation of the interests of the 5 entities would be under a Drainage Authority board as it could be designed in the contract to provide such representation.   |
| 4. Control of Funding Decisions   | The board of a Drainage Authority would have control of the funds collected within its boundaries.  | The existing District board would have control of the funds collected within its boundaries.  | See answer to Issue 1.   |

**Table 7 (cont'd)**

**Comparison of Stand Alone Grand Junction Drainage District and Drainage Authority with the Grand Junction Drainage District as an Operational Arm**

| Issue   | C1<br>Drainage Authority with Grand Junction Drainage District   | C2<br>Grand Junction Drainage District   | Comments  |
|---|--|--|---|
| 5. Initial Boundaries                                 | The initial boundaries would be established in the contract establishing a Drainage Authority.   | Existing boundaries include about 90% of the study area. Boundary expansion would require:<br>1. Property owners agreement, or<br>2. New state legislation | The new organization could be limited to the boundaries of the District.  |
| 6. Boundary Expansion                                 | Boundary Expansion would be accomplished by amending the contract between the 5 entities. This would require agreement of the elected officials of the entities. | Same as above.   |   |
| 7. Operations outside of boundary                     | Not necessary, but could be done if the enabling contract grants a Drainage Authority the authority to work outside its boundaries.                              | Not allowed in the existing statute.   |   |
| 8. Collection of funds from areas outside boundary    | Not as necessary because boundaries are greater than District, but could only do so if agreed to by local jurisdiction.  | No authority to do so unless collected by local jurisdiction.  |   |
| 9. What limitations can be placed on the organization | The Drainage Authority contract can specify limitations, subject to statutory requirements.  | <i>Only those stated in the District statute.</i>  | The limitations for the District can only be those in the existing statute unless the statute is changed by state legislation. Limitations can be customized to fit what the five entities want in a Drainage Authority contract. |

Based on the analysis shown in Table 7, Alternative C1, a Drainage Authority with the District as an operating arm is recommended by the Steering Committee, representatives of the five entities, and consultant for the following reasons:

- The primary reason for this recommendation is that the board of a Drainage Authority could be more representative than the current board of the District (unless statute changes are requested of the state legislature). This is an important consideration because the District would need to implement a service fee throughout its boundaries, which includes most of the property within the other jurisdictions. The residents of the other jurisdictions will most likely want adequate voice via more elected representation in regards to the collection and expenditures of their funds.
- Another important consideration of the Steering Committee is the need for limitations on the selected organization. Under alternative C1, limitations can be written into the contract setting up a Drainage Authority. However, under alternative C2 the limitations will primarily be those within the District statute, unless the statute is changed by the state legislature.
- The final reason for selecting Alternative C1 is that the area that a Drainage Authority will include can be the entire study area, whereas the current area of the District does not include the entire study area.

While the District would be a simpler organization with less additional government, the limitations of the existing District statute put it at a disadvantage in meeting the requirements of the Steering Committee. The District statute could be changed at the State Legislature, but this possibility takes control away from the Grand Valley and is not as desirable as setting up a new Drainage Authority.

## 7.1 INTRODUCTION

Existing and potential sources of funding were evaluated as part of this project. Section 2 of this report summarized the existing sources and amounts of funding for stormwater management for the five entities included in the project. Existing funding for Fruita, Grand Junction, Mesa County, and Palisade is primarily out of the “general funds,” which are funded primarily by sales and property taxes. Funding from the general funds is allocated year by year and can vary depending on other needs in each municipality. Existing funding for the Grand Junction Drainage District is from a dedicated property tax, and is therefore relatively constant from year to year.

Possible additional funding sources for stormwater include sales and property taxes as well as stormwater enterprise fees, development impact fees, permit fees, and grants.

The organizational structures considered in the previous sections can only implement certain funding mechanisms under state law. Some organizations can levy taxes and some can only levy enterprise fees. The funding options available to each alternative organization were part of the evaluation process.

## 7.2 FUNDING IN OTHER COMMUNITIES

While many municipalities are still funding stormwater programs out of general fund revenues, there has been a recent state and nationwide trend to provide a dedicated funding source for stormwater program needs. A primary driver behind this movement is the ever increasing costs for mandated NPDES stormwater permitting and environmental compliance programs, and the resulting need for a consistent, dedicated funding source. Dedicated funding sources include:

- Funding for projects in areas of existing development (can also fund operation expenses)
  - dedicated portions of property taxes and sales taxes,
  - stormwater utility enterprise fees.
- Activity specific funding for projects required because of new development
  - drainage impact fees,
  - permit fees,
  - plan review fees.

## 7.3 STORMWATER UTILITY (ENTERPRISE) FEES

A stormwater enterprise is the most popular funding source to meet stormwater needs. In the state of Colorado the statutory authority for a governmental entity to implement a stormwater enterprise is called the “Water Activity Enterprise.” A description of the WAE statute is provided below.

The most equitable and by far the most common dedicated funding source for municipal stormwater needs utilizes a stormwater (enterprise) utility fee on each property. (During implementation, a policy decision will be made regarding charges on undeveloped property.) The reason the fee is the most equitable funding source is because it is based on and is

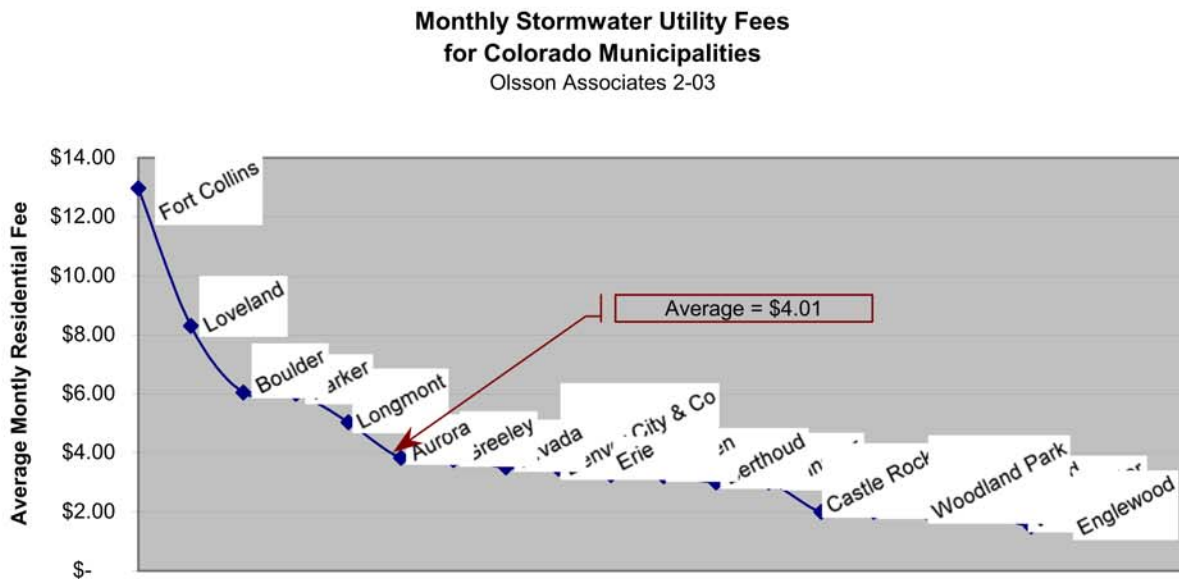


proportional to the contribution of runoff from each property. Revenues are also dependable from year to year and can be used for CIP, maintenance, NPDES, planning, and administration of stormwater programs.

Stormwater management fees are typically monthly “utility” fees (fees for service), which are added to water or sewer bills, and cover all developed properties. The advantages of utility fees are that they are a consistent revenue source, they are equitably applied to all properties, and the monies may be used for capital projects as well as day-to-day operations and administration. The only major drawback of utility fees is that they generally aren’t set high enough to fully fund capital improvement programs. Examples of enterprise funds in the Grand Valley include Ute Water Conservancy District, Grand Junction Water Utility, City of Grand Junction Wastewater Utility, and City of Fruita Sewer Utility.

Stormwater fees are based on the amount of impervious area on each property. Impervious area includes hard surfaces such as rooftops, driveways, and parking lots, which prevent precipitation from infiltrating into the ground. The generated funds should be used primarily for projects that are necessary because of runoff from areas of existing development and/or projects that benefit existing property owners.

Stormwater utility fee levels in Colorado and across the United States are presented in Figures 14 and 15. The graphs show that the average monthly single family residential fees are in the \$3.00 to \$4.00 range in Colorado and across the United States.



**Figure 14**

National Survey of Stormwater Utility Monthly Fees  
Black & Veatch 2002

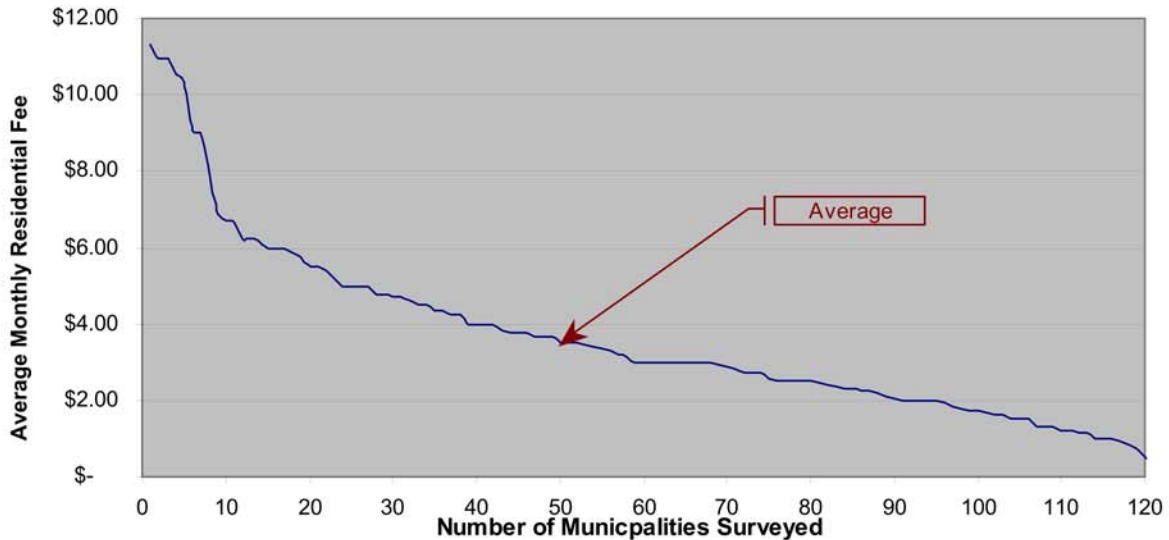


Figure 15

#### 7.4 DRAINAGE IMPACT (DEVELOPMENT) FEES, PERMIT FEES, AND PLAN REVIEW FEES

Impact fees associated with drainage or stormwater management are variously known as drainage impact fees, drainage improvement participation fees, stormwater impact fees, and/or stormwater capital fees. In all cases, impact fees are one-time fees, assessed on new developments at the time of platting or building permit, and dedicated solely to capital improvements. The major drawback to impact fees is that these monies are specified (typically by code language) for capital improvements.

The general concept of development fees is that development “pays its own way.” This is a notion popular with taxpayers in Colorado and considered fair by most developers. Exactly how much a developer contributes to a municipality for stormwater infrastructure is not always easy to compute or agree on. To make this determination as equitable as reasonably possible, a combination of engineering and legal considerations is used.

The cost paid by new land development for stormwater infrastructure should be reasonably proportional to the costs of providing the additional infrastructure. The new infrastructure should also be necessary because of the increased discharges created by the land development. If land development does not create an additional need, it should not be charged. These are important tests that apply to all types of “system development charges” or “development impact fees” and have been established by case law, which is referred to as the “rational nexus” test.

New land development should not have to pay for the costs of improvements serving previously developed areas unless the improvements are necessary to accommodate increased flows generated by new development. In many cases stormwater infrastructure serves both new and

previously developed areas and the relative impacts of both sources of stormwater must be computed to justifiably proportion the costs.

Permit and plan review fees can be used to offset the costs of specific functions within a stormwater management program. Typically, they are used to fund staff to conduct plan reviews, issue permits, and conduct field inspection and enforcement activities.

## **7.5 WATER ACTIVITY ENTERPRISE STATUTE**

In 1993 the Colorado Legislature, in a reaction to TABOR, passed the water activity enterprise statute at 37-45.1-101 C.R.S. The statute pertains to districts, which are in part defined as any state or local governmental entity which has authority to provide stormwater services as well as those entities created under Title 29 of the Colorado statutes which would include authorities as well as IGAs. Stormwater services are included in the definition of water activity. A water project or facility includes a dam, storage reservoir, compensatory or replacement reservoir, canal, conduit, pipeline, tunnel, power plant, water or wastewater treatment plant, and any and all works, facilities, improvements, and property necessary or convenient for the purposes of conducting a water activity.

The statute clearly states that any water activity enterprise established or maintained pursuant to the statute is excluded from the provisions of TABOR. However, the statute limits certain revenue activities that a water activity enterprise may participate in. Those limitations include that the enterprise may not levy a tax, which is subject to TABOR, and it may not receive more than ten percent of its annual revenues in grants from all Colorado state and local governments combined.

The statute does however limit the composition of an enterprise to one governmental entity and does not permit one enterprise to be combined with any other water activity enterprise owned by another district.

Each water activity enterprise shall be governed by either:

- The governing body of the district that owns the enterprise, or
- A different governing body as prescribed by applicable laws, city and county, county, or municipal charters, county resolutions, municipal ordinances, or intergovernmental agreements.

In addition to its ability to collect revenues from the fees that it collects based upon impervious area (for example), a water activity enterprise has the ability to issue revenue bonds.

A water activity enterprise should be considered not as the main independent legal entity that could be formed by the Project's participants, but should be viewed as an additional layer of income generating authority that can be added to the vehicle that is ultimately selected by the Project's participants.

The advantage of a water activity enterprise, as perceived by those governmental entities that have created them to date, is that they are considered non-tax generating entities and thus do not require an election of the public to impose a fee to support drainage activities of a water activity enterprise.

As noted earlier, most of the entities that have been discussed in this memorandum would qualify to form a water activity enterprise. In a situation where it was determined that an IGA was the optimal vehicle to carry out the purposes of the Project, that IGA would have the ability to assess a service fee on real property within the area covered by the IGA.

A disadvantage of a water activity enterprise is that it can consist of only one entity. Therefore, certain alternatives would not work if multiple governmental entities wished to participate. However, if those multiple entities are able to form one governmental entity, such as a Drainage Authority, that problem would be overcome.

### **8.1 RECOMMENDED ORGANIZATION- A DRAINAGE AUTHORITY**

One of the primary conclusions of the Steering Committee was the need for some type of valley-wide organization to address the multi-jurisdictional drainage issues. And the individual municipalities and districts could not adequately deal with these multi-jurisdictional issues without such an organization.

Based on the analysis presented in the previous sections, a Drainage Authority with the Grand Junction Drainage District as an operating arm is recommended by the consultants, managers of the five entities, and the Steering Committee as the best alternative to meet the needs of the Grand Valley. Expansion of the Grand Junction Drainage District presented a number of significant legal issues with the state statute that governs its powers. The state statute could be amended by the state legislature, but not without certain risks of getting undesirable amendments. Following are the reasons for the recommendation:

1. The primary reason for recommending a Drainage Authority is that its governing board would be larger and more representative than the current three-member board of the Grand Junction Drainage District. A larger board is necessary to govern an organization that has valley-wide responsibilities and powers. The Grand Junction Drainage District Statute specifies a three-member board, the statute would therefore need to be amended by the State Legislature.
2. An important consideration of the Steering Committee is the need for limitations on the selected organization. Limitations can include such things as the types of activities the organization can engage in; powers, funding and spending limitations; and expansion and contraction agreements. The limitations currently applicable to the Grand Junction Drainage District are determined only by its board or state statute. These current limitations are not adequate to meet the Steering Committee requirements, therefore the statute would therefore need to be amended by the state legislature. However, the desired limitations for a Drainage Authority can be written into the contract setting up a Drainage Authority. The contract is drafted by the five entities forming a Drainage Authority.
3. The final reason for selecting a Drainage Authority is that it can include the entire study area, whereas the current area of the Grand Junction Drainage District does not include the entire study area. A Drainage Authority can also expand or contract by amendment of the contract between the five entities or operate outside the District boundary. Again, the Grand Junction Drainage District Statute could be amended by the state legislature, but that would be a cumbersome method to expand and contract boundaries.

It was recognized that the Grand Junction Drainage District would be a simpler organization with less additional government, however, the limitations of its existing statute put it at a disadvantage in meeting the requirements of the Steering Committee. The Grand Junction Drainage District Statute could be changed by the state legislature, but this possibility involves a degree of risk in what the legislature may or may not do and takes control away from the valley.

## **SECTION EIGHT      Recommended Alternatives for Organization and Funding**

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### **8.2      SETTING UP A DRAINAGE AUTHORITY**

To set-up a Drainage Authority, the entities included need to follow the general provisions of the state statute pertaining to drainage authorities. The requirements of the statute are presented below with key requirements underlined by the authors of this report:

29-1-204.2 (2) C.R.S. sets forth certain provisions that must be in the contract forming a Drainage Authority and 29-1-204.2 (3) C.R.S. of the statute sets forth the powers of a Drainage Authority.

The applicable portion of the statute follows:

29-1-204.2 (2) C.R.S.:

“(2) Any contract establishing such separate governmental entity shall specify:

- (a) The name and purpose of such entity and the functions or services to be provided by such entity;
- (b) The establishment and organization of a governing body of the entity, which shall be a board of directors in which all legislative power of the entity is vested, including:
  - (i) The number of directors, their manner of appointment, their terms of office, their compensation, if any, and the procedure for filling vacancies on the board;
  - (ii) The officers of the entity, the manner of their selection, and their duties;
  - (iii) The voting requirements for action by the board; except that, unless specifically provided otherwise, a majority of directors shall constitute a quorum, and a majority of the quorum shall be necessary for any action taken by the board;
  - (iv) The duties of the board, which shall include the obligation to comply with the provisions of parts 1, 5, and 6 of this article;
- (c) Provisions for the disposition, division, or distribution of any property or assets of the entity;
- (d) The term of the contract, which may be continued for a definite term or until rescinded or terminated, and the method, if any, by which it may be rescinded or terminated; except that such contract may not be rescinded or terminated so long as the entity has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations;

## **SECTION EIGHT Recommended Alternatives for Organization and Funding**

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- (e) The conditions or requirements to be fulfilled for adding or deleting parties to the contract in the future or for providing water services and drainage facilities to others outside the boundaries of the contracting parties.

29-1-204.2 (3) C.R.S. The general powers of such entity shall include the following powers:

- (a) To develop water resources, systems, or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting parties or others, at the discretion of the board of directors, subject to fulfilling any conditions or requirements set forth in the contract establishing the entity;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain, or operate water systems, facilities, works, or improvements, or drainage facilities, or any interest therein;
- (e) To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property utilized only for the purposes of water treatment, distribution, and waste water disposal, or of drainage;
- (f) To condemn property for use as rights-of-way only if such property is not owned by any public utility and devoted to such public use pursuant to state authority;
- (g) To incur debts, liabilities, or obligations;
- (h) To sue and be sued in its own name;
- (i) To have and use a corporate seal;
- (j) To fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the entity;
- (k) To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose;
- (l) To exercise any other powers which are essential to the provision of functions, services, or facilities by the entity and which are specified in the contract;
- (m) To do and perform any acts and things authorized by this section under, through, or by means of an agent or by contracts with any person, firm, or corporation;

## **SECTION EIGHT Recommended Alternatives for Organization and Funding**

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- (n) To permit other municipalities, special districts, or political subdivisions of this state that are authorized to supply water or to provide drainage facilities to enter the contract at the discretion of the board of directors, subject to fulfilling any and all conditions or requirements of the contract establishing the entity; except that rates need not be uniform between the authority and the contracting parties;
- (o) To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems or of drainage facilities through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands;
- (p) To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of such corporations.”

### **8.3 RECOMMENDED FUNDING SOURCE- A STORMWATER UTILITY**

Elected officials have several choices on how to fund a stormwater program, including the use of funds from the individual entities or establishing a dedicated funding source with and under a Drainage Authority. The allowable funding sources for a Drainage Authority include: “the ability to fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the entity” but do not include the ability to levy sales or property taxes.

Funding with a stormwater activity enterprise (a stormwater utility) is the fairest, most equitable, and most dependable funding source as described in the funding section above. The stormwater fee would be charged to all properties within the Drainage Authority boundary, and would be based on the number of square feet of impervious area on each property. Impervious area is area where the works of man have made the ground surface “impervious” to the infiltration of rain and include such surfaces as parking lots, sidewalks, structures, streets, and other “hard” surfaces.

The stormwater fee would not be a tax, but a fee similar to a water or wastewater utility fee. Because it is a fee, it is not subject to TABOR and does not have to go to a vote. All the proceeds would be dedicated to stormwater activities.

#### **AN EXAMPLE PHASE 1 PROGRAM**

Funding needs are not yet clearly known. In order to fund the studies to determine funding needs, as well as critical capital, maintenance, and water quality permitting activities an example of a Phase 1 program is set forth in Table 8 for consideration by elected officials.



**Table 8  
Example Budgetary Level Estimate for Phase 1**

| Activity                                | Total Estimated Cost | Phase 1 Annual Budget |
|---|----------------------|-----------------------|
| Critical Capital Projects               | \$20,700,000         | \$1,200,000           |
| Critical Maintenance Projects           | \$960,000            | \$350,000             |
| Stormwater Permit (first 5 year permit) | \$2,740,000          | \$600,000             |
| Flood Plain Mapping                     | \$860,000            | \$125,000             |
| Drainage Basin Planning Studies         | \$2,650,000          | \$600,000             |
| <b>TOTAL</b>                            | <b>\$27,910,000</b>  | <b>\$2,875,000</b>    |

## Notes:

1. Capital project costs based on Gerald Williams Study
2. Stormwater permit costs based on estimates of Grand Valley Stormwater Managers
3. Maintenance project costs based on estimates of Grand Valley Stormwater Managers
4. Flood plain mapping costs based on Federal Emergency Management Agency cost of \$7,200 per mile.
5. Drainage basin planning study costs based on per square mile costs from Urban Drainage and Flood Control District in Denver

Flood plain mapping and drainage basin planning studies will be completed in approximately 5 years. Following their completion, most of the funds used for these activities can be applied to other activities.

The specific projects comprising each line item in Table 8 can be found in Appendix G.

Funding the Phase 1 program with a stormwater utility fee would require the following approximate fee levels:

**Table 9  
Approximate Monthly Fee Levels for Stormwater Utility**

| Type of Property by County Assessor | Approximate Monthly Fee Level |
|-------------------------------------|-------------------------------|
| Single Family Residential           | \$2.75                        |
| Commercial- Merchandising           | \$18.50                       |
| Manufacturing                       | \$66.33                       |
| Tax Exempt                          | \$146.00                      |

The following table shows estimates of historic expenditures, approximate 100-year upper limit program expenditures and example Phase 1 expenditures. The “maximum stormwater program” for the Grand Valley approximates 100-year protection for major facilities and would help meet local criteria for minor facilities. However, until more basin planning studies are completed in Phase 1, it is unknown exactly what problems and needs will require attention and the amount of funding required. The estimate was made to bracket the probable range of costs involved in

## **SECTION EIGHT Recommended Alternatives for Organization and Funding**

upgrading the stormwater program in the Grand Valley and to see where Phase 1 fits in terms of the bracketed needs.

**Table 10**  
**Comparison of Maximum, Historic, and Example Phase 1 Programs**  
**Average Annual Budgets**  
**(all numbers are rounded)**

|  | Maximum Program<br>(order of magnitude<br>estimate) | Example<br>Phase 1 Program<br>(in addition to Historic<br>Program- to be used for multi-<br>jurisdictional needs) | Historic Program<br>(continued by local<br>entities for local<br>activities) |
|--|---|---|--|
| <b>CIP</b>                                 | \$ 5,000,000  | \$ 1,200,000  | \$ 1,000,000   |
| <b>Maintenance</b>                         | \$ 3,000,000  | \$ 350,000  | \$ 1,700,000   |
| <b>NPDES, Planning,<br/>Administration</b> | \$ 1,000,000  | \$1,325,000   | \$ 300,000   |
| <b>TOTALS</b>                              | <b>\$ 9,000,000</b>                                 | <b>\$ 2,875,000</b>   | <b>\$ 3,000,000</b>  |

CIP includes costs for eight of 28 basins that have been studied and costs for 20 basins that have not been studied. The costs for the studied basins are approximately \$45,000,000 from engineering estimates completed in the basin studies and the costs for the unstudied basins are projected to be in the range of \$50,000,000 based on the best engineering judgment of the Grand Valley Stormwater Managers. It is therefore projected that total CIP needs could be about \$100,000,000. CIP projects are assumed to be built out over a 20 year period, but could be accelerated if bonding was undertaken.

### **9.1 NEAR-TERM TASKS**

Stormwater managers in the Grand Valley, as well as consultants and elected officials should perform the following in the next 6- to 12-month period.

- The five entities should sponsor a public education campaign including:
  - Presentations to elected officials at joint and individual meetings,
  - Presentations to public groups, and
  - A telephone survey.
- The recommended organizational and funding alternatives (Drainage Authority and Water Activity Enterprise) must be proposed to the elected officials of each of the five entities. In addition, direction must be requested from public officials.

### **9.2 INTERMEDIATE-TERM TASKS**

Pending approval of a Drainage Authority and Water Activity Enterprise, elected officials should define the contract terms of any proposed Drainage Authority such that adequate valley-wide representation is maintained. Also, the contract should include other details and limitations, including the process by which the boundary can be either expanded or contracted. To ensure valley-wide coordination, staff will coordinate with irrigation companies, as well as the federal agencies that control most of the land area to the north and south of the urbanized valley area.

Stormwater managers should develop a fair and simple rate structure using input from elected officials, technical staff, and the public.

### **9.3 LONG-TERM TASKS**

This process is aimed at significantly improving stormwater management in the Grand Valley. A significant amount of future work will be needed to convert this aim into a reality, including production of studies, performance of maintenance activities, and construction of capital improvements. These activities, performed in a systematic, coordinated, and timely manner, will possibly save lives and certainly will save property and improve the efficiency of the drainage system.

# Greater Grand Valley Stormwater and Drainage Entity White Paper

## August 8, 2018

*This document was originally prepared in Spring of 2015 and has been updated to reflect the June 5, 2018 decision in Mesa County District Court (The Board of County Commissioners of the County, et al. v. Grand Valley Drainage District) as well as other capital projects that have been completed by both the City of Grand Junction and Mesa County and recognizes GVDD's planning / engineering studies on preparing for capital improvements.*

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**Why:** The Greater Grand Valley needs one organization to handle Stormwater, Drainage, Irrigation Return and Seep Flows, with a singular focus. Technical Staff have been tasked to review the information generated by the 2003 Grand Valley Stormwater Unification Feasibility Report, and the last fifteen years of experience, and provide a recommendation or options for an ideal organization that would provide stormwater, drainage, flood control, floodplain management, and irrigation return and seep flow services for the Greater Grand Valley.

**Who:** The partners who formed the 521 Drainage Authority, including Mesa County, Grand Valley Drainage District (GVDD), Fruita, Palisade, Grand Junction, all have a vested interest in the process and have had technical staff, making up a technical advisory committee, at the white paper meetings to discuss the options and concerns.

**Funding:** The only way this organization will work is if it is adequately funded. If it not's adequately funded the effort to establish a single drainage organization will not be completed. Funding options are briefly touched on below.

**What:** The ideal is establishment of one entity to handle all of the drainage activities of the GVDD, the 521 Drainage Authority, the County, and the municipalities, within the Greater Grand Valley.

The Grand Valley Stormwater Unification Feasibility Report prepared in 2003 considered five options for the unification for drainage and stormwater services; Drainage Authority, Grand Valley Drainage District, Regional Service Authority, Mesa County with a Water Activity Enterprise, and Intergovernmental Agreements. The Regional Service Authority, Mesa County with a Water Activity Enterprise, and Intergovernmental Agreements were all eliminated during 2003 due to various items discussed below.

The Regional Service Authority would require all of Mesa County to be included in the boundary, which is not appropriate in this case. The option of Mesa County with a Water Activity Enterprise was discarded in 2003 because it would not represent all contracting parties, and it would come under the umbrella of Mesa County. Intergovernmental Agreements were also discarded as it very similar to the current Drainage Authority, without the formalization of an organization.

The three options that are currently under consideration include; establish a regional drainage entity using CRS 37-31-100 (GVDD Statute), establish a regional drainage entity using CRS 29-1-204.2 (Drainage Authority Statute) or the creation of a new entity by new statute. This new regional organization, regardless of form, is intended to take over the services currently provided by the Grand Valley Drainage District, 521 Drainage Authority, County and Municipality stormwater and drainage operations.

Considerations for all three options are further discussed below:

1. **GVDD Legislation:** establish a regional drainage entity utilizing the existing GVDD Legislation - CRS 37-31-100, and dissolve 521. Below is language that describes the public necessity of GVDD, and is a great starting point for the regional organization.
  - a. **Public necessity of drainage district in Grand Valley: (37-31-101)**

It is declared that the seepage conditions existing in the territory described in [section 37-31-102](#) are peculiar to that particular territory and affect in a peculiar manner the people residing and owning property within said district. It is further declared that torrential storms affect the territory in said district in an adverse manner. It is further declared that the construction of a suitable drainage works for the protection of urban and rural property within said district will promote the health, comfort, safety, convenience, and welfare of all the people residing or owning property within said district and that the construction of said drainage works is therefore a governmental function conferring a general benefit upon all of the people residing or owning property within said district.
  - b. In order to establish a regional drainage entity using the GVDD Statute several items will need to be considered, and are discussed below:
    - i. **Irrigation Return Flow and Groundwater Seep** - In 1915 the Grand Valley Drainage District was established to provide proper drainage of irrigation return water to the Colorado River in an effort to mitigate adverse groundwater effects on crop production in the valley. Agriculture is a foundational resource for Mesa County and drainage of irrigation return water still needs to be a top priority of the regional drainage entity. The regional entity must have the authority to manage irrigation return flow and groundwater seep, as well as take over existing licenses and agreements.
    - ii. **Urban Stormwater (Quantity)** - The regional drainage organization would also need to manage torrential storm events, as well as smaller storms from both urban and rural properties. Currently many of the drainage systems are undersized, or not maintained. One regional organization is necessary to fund and implement the necessary improvements.
    - iii. **Urban Stormwater (Quality)** - The principal accomplishment that the 521 has achieved since it's formation in 2004, is securing and implementing, a single permit for the urbanized area within the Grand Valley from CDPHE for Urban Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4's). The regional organization would need to apply to CDPHE, to have the 521 Permit transferred, and implement the permit. The MS4 permit also requires the permit holder to have land use authority within the urbanized area. Title 37 does not provide land use authority. Staff recommends that Intergovernmental

Agreements be established between the partners with land use authority (Mesa County, Grand Junction, Palisade, and Fruita) and the regional organization. Currently the partners have IGA's with 521 to provide 521 the appropriate authority.

- iv. **Funding** – Title 37 statute allows for a mill levy. If the desire is to expand the mill levy in the future to a larger boundary, it will require a popular vote. Staff also recommends consideration of applying fees to tax exempt organizations. Staff recommends that both mill levy revenue, fees, or sales tax be considered for funding the regional organization if Title 37 is utilized.
- v. **Service Boundary** - The area that the MS4 permit must be applied to is known as the urbanized area. The urbanized area is determined by the Census which occurs every 10 years. The current boundaries of GVDD, as described by statute, does not cover the entire urbanized area, so the boundaries identified in Title 37 would need to be expanded to at least cover the urbanized area. However staff recommends that the boundaries of the regional organization mirror the existing 521 Boundary as that boundary covers the entire Greater Grand Valley Area. Changing the boundary identified in the Title 37 requires action by the Colorado State Legislature at some point in time.
- vi. **Board of Directors** – Title 37 statute identifies the district shall be governed by a board of 3 elected directors, with each director representing a specific district, and being elected by those districts. With the recommendation to expand the boundary, it is also recommended to expand the number of directors to at least five.
- vii. **Assets** - The GVDD current assets would need to be available to the regional organization, including drain ditches, pipes, easements, real property and equipment.
- viii. **Personnel** - Currently GVDD has 11 FTE's and over 100 years of experience in handling irrigation return flow and ground seep having recently laid off 8 FTE's due to the verdict in the lawsuit. The regional organization will need to be adequately staffed to handle all facets of the regional organization.
- ix. **Technical Advisory Committee** - It is also recommended that the Technical Advisory Committee (TAC) continue to be a route for technical input into the regional organization however may be dissolved over time.
- x. **Floodplain Regulations** - IGA's will also be necessary for the regional organization to implement floodplain regulations. Floodplain regulations are adopted through Land Development Codes and Ordinances by the local governments with land use authority. Local governments would need to provide the regional organization the ability to implement those regulations.
- xi. **Dissolution** – This option would involve dissolving 521, as the regional organization would implement the valley wide MS4 permit. Dissolution of 521 would be handled through local boards and councils.

2. **Drainage Authority:** Establish a regional drainage entity utilizing the existing Drainage Authority Legislation - CRS 29-1-204.2, and dissolve GVDD. Below is language from state statute that allows the establishment of a separate governmental entity, such as 521, to handle drainage and stormwater.

- a. 29-1-204.2. Establishment of separate governmental entity to develop water resources, systems, facilities, and drainage facilities:

(1) Any combination of municipalities, special districts, or other political subdivisions of this state that are authorized to own and operate water systems or facilities or drainage facilities may establish, by contract with each other, a separate governmental entity, to be known as a water or drainage authority, to be used by such contracting parties to effect the development of water resources, systems, or facilities or of drainage facilities in whole or in part for the benefit of the inhabitants of such contracting parties or others at the discretion of the board of directors of the water or drainage authority.

- b. In order to establish a regional drainage entity using the Drainage Authority Statute several items will need to be considered, and are discussed below:

- i. **Irrigation Return Flow and Groundwater Seep** - In 1915 the Grand Valley Drainage District was established to provide proper drainage of irrigation return water to the Colorado River in an effort to mitigate adverse groundwater effects on crop production in the valley. Agriculture is a foundational resource for Mesa County and drainage of irrigation return water still needs to be a top priority of the regional drainage entity. The regional organization must have the authority to manage irrigation return flow and groundwater seep, as well as take over existing licenses and agreements. Title 29 is broad enough to allow this Authority, however the founding IGA of the regional organization should also address providing irrigation return flow and groundwater seep services.
- ii. **Urban Stormwater (Quantity)** - The regional organization would also need to manage torrential storm events, and as well as smaller storms from both urban and rural properties. Currently many of the drainage systems are undersized, or not maintained. A regional organization is necessary to fund and implement the necessary improvements.
- iii. **Urban Stormwater (Quality)** - The principal accomplishment that the 521 has achieved since the formation of the 521 in 2004, is securing and implementing, a single permit for the urbanized area within the Grand Valley from CDPHE for Urban Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4's). The regional organization would need to apply to CDPHE, to have the 521 Permit transferred, and implement the permit. The MS4 permit also requires the permit holder to have land use authority within the urbanized area. The 521 statute does not provide land use authority. Staff recommends that Intergovernmental Agreements be established between the partners with

land use authority (Mesa County, Grand Junction, Palisade, and Fruita) and the regional organization. Currently the partners have IGA's with 521 to provide 521 the appropriate authority.

- iv. **Funding** – Title 29 would allow the regional organization to fix, maintain, and revise fees, rates, and charges for functions, services, or facilities provided by the entity. The only funding option for the regional organization would be through the use of fees.
- v. **Service Boundary** - The Boundaries of the existing 521 cover the Greater Grand Valley and would be appropriate for the regional organization to continue to implement the MS4 permit and provide other needed services through the greater grand valley.
- vi. **Board of Directors** – Title 29 provides flexibility for the forming IGA to determine the number of directors, manner of appointment, and terms of office. The founding 521 IGA identifies the 521 shall be governed by a board of 5 appointed directors, with each contracting party appointing a director. As with the Title 37 option, staff recommends that the number of directors be at least 5.
- vii. **Assets** - The GVDD current assets would need to be acquired by the regional organization, including drain ditches, pipes, easements, real property and equipment.
- viii. **Personnel** - Currently 521 is staffed by portions of 3 FTE on contract from the City of Grand Junction. The regional organization will need to be adequately staffed to handle all facets of the expanded organization.
- ix. **Technical Advisory Committee** - It is also recommended that the Technical Advisory Committee (TAC) continue to be a route for technical input for the regional organization.
- x. **Floodplain Regulations** - Additional IGA's will be necessary as the regional organization considers implementation of floodplain regulations. Floodplain regulations are adopted through Land Development Codes and Ordinances by the local governments with land use authority. Local governments would need to provide the regional organization the ability to implement those regulations.
- xi. **Dissolution** - This option would involve dissolving GVDD, as the regional organization would implement the current responsibilities of GVDD. Dissolution of GVDD would be handled through state legislature. GVDD could also dissolve through a vote of the property owners of the District.



3. **New Statute:** This option provides the opportunity to hand craft the ideal organizational structure, customizing every aspect of the services to be provided, funding, and governance. This would be similar to the formation of GVDD in 1915, however the new legislation would tailor the new organization to the community's needs for today and the foreseeable future.

**Activities:** Building from the 2003 Feasibility Report and years of experience staff recommends the following activities be considered by the regional organization. The activities should minimize overlaps, or consolidate activities, that all the organizations have been performing, and should eliminate gaps, that none of the organizations are performing. Staff recommends that the following be considered by the organization.

1. Municipal Separate Storm Sewer System (MS4) CDPHE Permit
2. GVDD current responsibilities of irrigation return flow, seep, and torrential storm events, including Bureau of Reclamation (BOR) agreement.
3. Maintain GVDD existing infrastructure, local infrastructure, and natural washes
4. Basin Studies to identify Capital Improvement Projects
  - a. The following basins have been studied by various entities:
    - i. Adobe Creek
    - ii. Douglas Wash
    - iii. Lewis Wash
    - iv. Bosley Wash
    - v. Orchard Mesa
    - vi. Appleton Drain GVDD has 30% plans
    - vii. Buthorn Drain and Ligrani Drain GVDD has 30% plans
    - viii. Leach Creek Upper Main Channel and Badger Wash
    - ix. Ranchman's Ditch, and 25 Rd
    - x. Downtown Grand Junction Area
  - b. The following basins still need to be studied:
    - i. Big Salt Wash
    - ii. Little Salt Wash
    - iii. Reed Wash
    - iv. Hunter Wash
    - v. Persigo Wash
    - vi. No Thoroughfare
    - vii. Red Canyon
    - viii. Ute Canyon
    - ix. Gold Star
    - x. Monument Canyon
    - xi. Devils Canyon
    - xii. Sink Creek
    - xiii. Rapid Creek

- xiv. East Orchard Mesa
- xv. Voorhees Drain
- xvi. Carpenter Drain
- xvii. Commercial Clifton Area
- xviii. North Avenue
- xix. Drains D & E
- xx. Fruitvale area

5. Construct and Maintain Regional Capital Improvement Projects

a. The following projects have been completed or are under construction by various entities.

- i. Ranchman's Ditch, and 25 Rd (Big Pipe)
- ii. Leach Creek Detention Pond
- iii. Lewis Wash D 1/2 Road bridge enlargement
- iv. 32 ½ Road Stormdrain
- v. Murray Drain Piping
- vi. Fruita South Mesa Drain
- vii. Combined Sewer Elimination Program – Grand Junction
- viii. Bosley Wash – under construction

b. Mesa County received grant dollars through FEMA for the two projects listed below. While grant dollars alone are not a reliable source of funding for capital projects, grants do provide a means to leverage existing funds over more projects.

- i. Bosley Wash Detention Pond – North of I-70 – under construction
- ii. Orchard Mesa Fairground Detention Pond - completed

c. The following projects have been identified in existing studies as needing to be constructed.

- i. Buthorn Drain – Phase I and II (GVDD has 30% plans prepared)
- ii. North Ave Improvements
- iii. Downtown Grand Junction
- iv. Lower Leach Creek Detention Pond
- v. Douglas Wash East and West Improvements
- vi. 29 Road Drain
- vii. Voorhees
- viii. Adobe Creek
- ix. Carpenter Drain
- x. Lewis Wash – Detention Ponds
- xi. Orchard Mesa
- xii. Star School Drain Detention Pond

6. Floodplain management – within Boundary

7. External Review Agency for Local Planning Departments

## **Recommendations:**

Staff is in agreement that The Greater Grand Valley needs one regional organization to handle Stormwater, Drainage, Irrigation Return and Seep Flows, with a singular focus. This regional organization will only be successful if it is adequately funded, which could be in the form of a mill levy, fees, sales tax or some combination.

Boundary: Staff recommends that the service boundary for the regional organization be the boundary of the existing 521 Drainage Authority. This boundary covers the Greater Grand Valley Watershed, and also involves Federal Lands. It also covers the entire urbanized area covered by the MS4 permit.

Governance: Staff recommends that the regional organization be governed by a Board of at least 5 Directors with possible recognition to larger entities with additional directors. With a large service area, staff feels it would be appropriate to have a large enough board to well represent the entire area.

Services: Staff recommends that the regional organization be able to provide services for irrigation return flow, and groundwater seep, urban stormwater and torrential storm events, MS4 permit, basin studies, capital projects, maintenance of natural drainages as well as existing infrastructure, external review agency for local planning departments, and floodplain management. Both Title 37 and Title 29 provide the authority for these activities. IGA's will be necessary to provide the land use authority for the implementation of the MS4 permit and floodplain management with both statutes.

Organizational Structure: Based on the desired services of the regional drainage organization, the existing assets and operational knowledge of GVDD, and the authority provided in CRS 37-31-100, staff recommends that CRS 37-31-100 be further explored to meet the needs of a regional drainage organization. CRS 37-31-100 is also unique to the Grand Valley, and could be customized by the State Legislature process to meet the needs of a regional organization.

## Proposed Schedule:

See flow chart