



# SUBMITTAL CHECKLIST

# 1706

## SITE PLAN REVIEW

Dec.

Location: Struthers

Project Name: Botanical Gardens **COMPOST YARD**

ITEMS		DISTRIBUTION																						
DESCRIPTION	SSID REFERENCE	City Community Development	City Dev. Eng.	City Utility Eng.	City Property Agent	City Parks/Recreation	City Fire Department	City Attorney	City Downtown Dev. Auth.	County Planning City Sanitation	County Bldg. Dept.	Irrigation District	Drainage District	Water District	Sewer District	U.S. West	Public Service	GVRP	CDOT	Corps of Engineers	Walker Field	City Police Dept.	TOTAL REQD.	
● Application Fee \$100	VII-1	1																						
● Submittal Checklist*	VII-3	1																						
● Review Agency Cover Sheet*	VII-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Planning Clearance*	VII-3	1																						
● 11"x17" Reduction of Assessor's Map	VII-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
● Evidence of Title	VII-2	1																						
○ Appraisal of Raw Land	VII-1	1		1	1																			
○ Deeds	VII-1	1		1	1																			
○ Easements	VII-2	1	1	1	1																			
○ Avigation Easement	VII-1	1		1																				
○ ROW	VII-3	1	1	1	1																			
○ Improvements Agreement/Guarantee	VII-2	1	1	1																				
○ CDOT Access Permit	VII-3	1	1																					
○ Industrial Pretreatment Sign-off	VII-4	1	1																					
● General Project Report/Narrative	X-7	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
○ Elevation Drawing	IX-13	1	1																					
● Site Plan - compost & fill plan	IX-29	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
○ 11"x17" Reduction of Site Plan	IX-29			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
○ Grading and Drainage Plan	IX-16	1	2										1											
○ Storm Drainage Plan and Profile	IX-30	1	2									1					1	1	1					
○ Water and Sewer Plan and Profile	IX-34	1	2	1		1											1	1	1					
○ Roadway Plan and Profile	IX-28	1	2																					
○ Road Cross-Sections	IX-27	1	2																					
○ Detail Sheet	IX-12	1	2																					
● Landscape Plan	IX-20	2	1	1																				
○ Geotechnical Report	X-8	1	1								1													
○ Final Drainage Report	X-5.6	1	2										1											
○ Stormwater Management Plan	X-14	1	2									1									1			
○ Phase I and II Environmental Report	X-10,11	1	1																					
○ Traffic Impact Study	X-15	1	2																					

NOTES: 1) An asterisk in the item description column indicates that a form is supplied by the City.  
 2) Required submittal items and distribution are indicated by filled in circles, some of which may be filled in during the pre-application conference. Additional items or copies may be subsequently requested in the review process.  
 3) Each submitted item must be labeled, named, or otherwise identified as described above in the description column.

**PRE-APPLICATION CONFERENCE**

Date: \_\_\_\_\_  
Conference Attendance: \_\_\_\_\_  
Proposal: \_\_\_\_\_  
Location: \_\_\_\_\_

Tax Parcel Number: \_\_\_\_\_  
Review Fee: \_\_\_\_\_

(Fee is due at the time of submittal. Make check payable to the City of Grand Junction.)

Additional ROW required? \_\_\_\_\_  
Adjacent road improvements required? \_\_\_\_\_  
Area identified as a need in the Master Plan of Parks and Recreation? \_\_\_\_\_  
Parks and Open Space fees required? \_\_\_\_\_ Estimated Amount: \_\_\_\_\_  
Recording fees required? \_\_\_\_\_ Estimated Amount: \_\_\_\_\_  
Half street improvement fees required? \_\_\_\_\_ Estimated Amount: \_\_\_\_\_  
Revocable Permit required? \_\_\_\_\_  
State Highway Access Permit required? \_\_\_\_\_

Applicable Plans, Policies and Guidelines \_\_\_\_\_

Located in identified floodplain? FIRM panel # \_\_\_\_\_

Located in other geohazard area? \_\_\_\_\_

Located in established Airport Zone? Clear Zone. Critical Zone. Area of Influence? \_\_\_\_\_

Avigation Easement required? \_\_\_\_\_

While all factors in a development proposal require careful thought, preparation and design, the following "checked" items are brought to the petitioner's attention as needing special attention or consideration. Other items of special concern may be identified during the review process.

- Access/Parking
- Drainage
- Floodplain/Wetlands Mitigation
- Other \_\_\_\_\_
- Screening/Buffering
- Landscaping
- Availability of Utilities
- Land Use Compatibility
- Traffic Generation
- Geologic Hazards/Soils

Related Files: \_\_\_\_\_

It is recommended that the applicant inform the neighboring property owners and tenants of the proposal prior to the public hearing and preferably prior to submittal to the City.

**PRE-APPLICATION CONFERENCE**

WE RECOGNIZE that we, ourselves, or our representative(s) must be present at all hearings relative to this proposal and it is our responsibility to know when and where those hearings are.

In the event that the petitioner is not represented, the proposed item will be dropped from the agenda, and an additional fee shall be charged to cover rescheduling expenses. Such fee must be paid before the proposed item can again be placed on the agenda. Any changes to the approved plan will require a re-review and approval by the Community Development Department prior to those changes being accepted.

WE UNDERSTAND that incomplete submittals will not be accepted and submittals with insufficient information, identified in the review process, which has not been addressed by the applicant, may be withdrawn from the agenda.

WE FURTHER UNDERSTAND that failure to meet any deadlines as identified by the Community Development Department for the review process may result in the project not being scheduled for hearing or being pulled from the agenda.

\_\_\_\_\_  
Signature(s) of Petitioner(s)

\_\_\_\_\_  
Signature(s) of Representative(s)

# PROJECT NARRATIVE

## Phase I - Compost Demonstration Area

Attached is location maps and site layouts for the proposed compost demonstration to be built within the Botanical Garden area at Struthers Avenue and Seventh Street.

We are also enclosing a draft of the phasing and overall Botanical Garden plan. However at this time, we would only like to have the compost demonstration area reviewed.

As you know, we will not be able to start with the garden development until after the Corps of Engineers installs the flood-control dike. We will, hopefully, begin building the compost demonstration in November of this year.

All of the site items have been donated. (2' concrete wall, earthwork and fill materials, compost container, shed and compost materials.) The Botanical Society will need to install a water line from Struther to the demonstration site. We are also looking into a solar powered security lighting for the site. It is our mission to educate the community as to the need for and advantages of composting; to demonstrate viable, low-cost methods of backyard composting; and to provide soil amendments for use in the gardens.

The Society will offer no fewer than 10 demonstration classes for schools, backyard gardeners and irrigation companies during the year. We can envision making this facility available to other entities including Mesa County, Mesa State College and Tri-River Extension Service for classes. Volunteer instructors will teach the classes. We will offer backyard bins for sale to cover some of the costs for on-going maintenance and instruction.

Green waste will be accepted from yard maintenance contractors and others as we progress. The city of Grand Junction has dumped two loads of wood chips at the site for paths. We will have one demonstration windrow involving wood waste.

We have received \$3,100 in grant money through the Energy Office for some construction, materials, signage and brochures.

Original  
Do NOT Remove  
from Office  
173 94

**SUPPLIES**

(Grant by the Energy Office)

Compost demonstration site	
Path edging	\$ 450.00
Pre-fab shed	\$ 700.00
Paint and hardware	\$ 50.00
400 foot hose	\$ 100.00
Concrete slabs for compost units	\$ 500.00
Shed foundation	\$ 300.00
Worm inventory	\$ 100.00
Signage and Brochure dispenser	\$ 800.00
Seeds packet giveaways for returned flyers	\$ 100.00
Materials for HHW classes	\$ <u>250.00</u> *
Total Supplies	\$3,350.00

\*(From the Botanical Society)

Our estimated yearly operating cost is itemized below. this is a new venture and will probably need adjustment periodically.

Liability Insurance	\$350.00
Small tools	\$150.00
Water	\$600.00
Equipment rental	\$700.00
Instruction*	\$680.00
Additional brochures	\$300.00
Miscellaneous	\$ <u>200.00</u>
Total	\$2,980.00

173 94

# REVIEW COMMENTS

Page 1 of 2

FILE #173-94

TITLE HEADING: Site Plan Review / Overall Concept Plan  
- Compost yard

LOCATION: 7th St. & Struthers Ave.

PETITIONER: Western Colorado Botanical Society

PETITIONER'S ADDRESS/TELEPHONE: 407 Dressel Drive  
Grand Junction, CO 81503  
248-7310

PETITIONER'S REPRESENTATIVE: Jon Schler

STAFF REPRESENTATIVE: Kristen Ashbeck

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**NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED. A PLANNING CLEARANCE WILL NOT BE ISSUED UNTIL ALL ISSUES HAVE BEEN RESOLVED.**

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**CITY PARKS AND RECREATION DEPT.**  
**Joe Stevens**

**10/24/94**  
**244-1542**

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Concerned about location of trailhead parking and trail to composting area. Also concerned about maintenance/monitoring at compost site(s). Why not develop one parking lot (shared) rather than two curb cuts and two parking lots (on east side at plan). To me this would look more integrated and unified.

**CITY UTILITY ENGINEER**  
**Bill Cheney**

**10/24/94**  
**244-1590**

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Water: There is a 24" ductile iron water line that appears to run directly under the Phase I construction. No structures are allowed within 10' on either (both) sides of centerline. Drawings suggest that construction will not take place over the line.

Sewer: It may be necessary to pump to the sewer line in Struthers unless the lot is built up to allow for gravity flow.

**CITY FIRE DEPARTMENT**  
**Hank Masterson**

**10/20/94**  
**244-1414**

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The Fire Department has no requirements for the Phase I portion of this project.

**CITY DEVELOPMENT ENGINEER**  
**Jody Kliska**

**10/28/94**  
**244-1591**

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Access and parking are not clearly shown for this proposal.

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Barbara Creasman**

**10/31/94**  
**244-1457**

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The DDA Board anticipates a presentation on this plan at our meeting on November 4.

The Board has voiced its support for this project and will continue to work with the Botanical Society as they implement the plan.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**Kristen Ashbeck**

**11/1/94**  
**244-1437**

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Site Plan

1. Development of the compost site must include provision for parking and access to the area. If the new parking lot is not constructed immediately, how will site be accessed by trucks? By visitors/class attendees?
2. Is there any security fencing proposed around the site? There is concern with how just any dumping will be controlled.
3. What is definition of "green waste"? only yard waste?
4. Compost facilities should be located in areas that have good soil percolation and avoid areas of high water table to minimize ponding/standing water that adds to odor. This location probably has poor soils with a high water table - how will these conditions be addressed?
5. There is little information in the narrative to suggest that the facility will be properly maintained in terms of personnel and equipment available for adequate turning and watering of the windrows.

Overall Concept Plan

No specific comments at this time other than to look more closely at parking requirement and consider parking/turnaround needed for oversize vehicles (e.g. buses). Also see Parks Department comments. Each phase will require a more detailed Site Plan Review through Community Development Department.



City of Grand Junction, Colorado  
250 North Fifth Street  
81501-2668  
FAX: (303) 244-1599

March 10, 1995

Debra Gore  
Western Colorado Botanical Society  
202 North Avenue Suite 254  
Grand Junction, Colorado 81503

Dear Debra,

As you are aware, the lease agreement between the Botanical Society and the City of Grand Junction regarding the 7th and Struthers property has certain restrictions and requirements regarding its use. Specifically, section 4.f. of the agreement states: "No development nor improvement nor construction of any structure shall occur without the prior written approval of the City, in its capacity as owner of the Property, having been obtained. In such regard, the City may require that Society perform such studies and analyses as the City reasonably deems appropriate to the uses of the property. Society shall deliver to the City for its review a proposed site plan and a land use plan, both of which comply with the requirements of the City Zoning and Development Code, and applicable regulations, on or before March 31, 1995."

In this regard, the Society submitted an overall concept plan for the ultimate proposed development of the property and a specific site plan for the first phase of the project (compost yard) on October 25, 1994. A Planning Clearance to construct Phase 1 (compost yard) was issued on December 21, 1994. By review of these documents, the City acknowledges that the initial general intent of section 4.f. of the lease agreement has been met. However, despite the approval of phase 1, there are several items in terms of future development and use of the property that must be clarified.

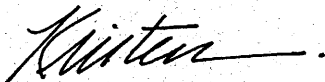
While the documents submitted for phase 1 complied with the requirements of the City Zoning and Development Code, the overall concept plan alone does not meet this requirement for the remaining phases. All future phases of development, including the construction anticipated in 1995, will require compliance with pertinent sections of the Zoning and Development Code and the Submittal Standards for Improvements and Development manual (see enclosed excerpts). The City has not



completely approved of the overall concept plan and, as each phase is planned, the Society shall be responsible for contacting the City to determine the process and review required. As stated in section 4.f. of the lease agreement, the City may also require any studies or other information necessary to review the proposal. Similarly, as each phase of development is reviewed, the City may determine other applicable requirements such as development standards or off-site improvements as necessary. This could include such items as traffic studies, drainage studies and reports and construction of the facilities required to mitigate any potential problems or conflicts.

Please do not hesitate to contact me at 244-1437 if you have further questions regarding the provisions of the lease agreement and when you are ready to begin the review process for the next phase of development.

Sincerely,



Kristen Ashbeck  
Planner

encl

c: Elizabeth Harris, WCBS  
Dan Wilson, City Attorney

## AGREEMENT

This Agreement is made and entered into this 24th day of June, 1994, by and between The City of Grand Junction, Colorado, a Colorado home rule city, hereinafter referred to as "Lessor" or "City", and The Western Colorado Botanical Society, a Colorado Nonprofit Corporation, hereinafter called "Lessee" or "Society".

### Recitals.

A. The City purchased various properties along the Colorado River as a part of a community-wide effort to redevelop and beautify the River corridor. The City has obtained various grants and other funding sources, some of which have on-going restrictions and limitations and obligations attached to the use of portions of the various properties. The Society has proposed to use portions of this area which the Council finds is in the public interest because the Society's uses and efforts can, among other things, educate the public in botanical, conservation, environmental and related matters, improve the appearance of the area and promote the cultural and aesthetic values of the City. The City further finds that because tax dollars were used, in part, to acquire the property, and certain restrictions, obligations and promises have been made with regard to all or a part of some of the properties, on-going City involvement, or at least the ability to be involved, must be retained by the City, throughout the term of this agreement. The City has invested substantial sums in acquiring the several properties; this Agreement provides a reasonable mechanism to protect this investment while promoting a positive and benefitting use.

B. In determining the intent of the parties and interpreting this lease, and in construing any ambiguities which may exist, the parties agree that the following principles shall apply: (a) the City shall retain the power to decide ownership and control of and the uses on the Property; (b) Society shall use the Property and shall direct its efforts and operations in a way that is consistent and coordinated with the City's other uses and properties in the area and subject to the ongoing approval of the City, as owner of the Property; (c) in the event of a dispute or when judgment or discretion must be exercised in interpreting this agreement, the Society shall refer such question to the City Manager or City Council whose decision shall be final; (d) the City intends to participate less in matters of control and approval (other than its customary regulatory role) as the Society demonstrates its ability to operate the premises in a business-like manner which is not harmful to the interests of the City.

C. In consideration of the foregoing, and the mutual promises, covenants and agreements contained herein, the City is willing to lease to Society the following

## EXHIBIT A TO LEASE

That property south of Struthers Avenue, north and south of the Colorado River Trail as hereafter constructed, between approximately 8th Street on the east and 5th Street on the west, in the City of Grand Junction, County of Mesa, State of Colorado, consisting of 12.6 acres, more or less, described with particularity as follows:

Commencing at the S 1/4 corner of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence South 89° 37' 00" East 270.00 feet; thence South 00° 23' 00" West 170.00 feet; thence North 89° 37' 00" East 68.00 feet; thence North 00° 23' 00" East 170.00; thence South 89° 37' 00" East 87.00 feet; thence South 02° 11' 00" East 317.00 feet; thence South 02° 32' 00" East 186.60 feet; thence South 15° 17' 21" East 102.12 feet; thence North 88° 51' 04" West 85.13 feet; thence North 79° 32' 00" West 213.74 feet; thence North 67° 47' 04" West 194.68 feet; thence South 89° 40' 42" West 150.01 feet; thence North 79° 44' 01" West 176.23 feet; thence North 77° 12' 33" West 102.39 feet; thence North 71° 52' 17" West 105.00 feet; thence North 73° 00' 00" West 290.24 feet; thence South 89° 37' 00" East 88.12 feet; thence North 00° 23' 00" East 325.00 feet; thence South 89° 37' 00" East 563.62 feet; thence South 89° 37' 00" East 78.00 feet; thence South 00° 23' 00" West 190.00 feet; thence South 89° 37' 00" East 72.00 feet; thence North 00° 23' 00" East 190.00 feet to the point of beginning, Mesa County, Colorado;

together with such additional property as the City might acquire from the west boundary of the described Property to the east right-of-way of 5th Street and the 5th Street bridge.

The Property is subject to the construction of a levee and Riverfront Trail thereon by the US Corps of Engineers and the Riverfront Commission, the use of the Property being limited during the construction thereon, and the sides of the levee being limited to such uses as permitted by the Corps of Engineers;

described real property owned by the City, hereinafter referred to as the "Property", which Property is generally located west of 8th Street and south of Struthers Avenue, Grand Junction, Colorado, and is more-particularly described as set forth on Exhibit A attached hereto.

D. Notwithstanding any provision to the contrary, the City shall retain its rights and privileges to cause to be constructed a levee, and other public or other improvements as the City deems proper from time to time, on portions of the Property. Society shall cooperate, without charge, in each such construction or maintenance effort. The City shall retain the right of access over and throughout the Property for levee, trails, parking and such purposes as the City deems appropriate. The City Council may, at the request of Society and upon review of such plans as the Council deems necessary, limit such rights of the City for a period or periods established by the Council. The City may amend the legal description of the Property, from time to time, in order that the legal description, as amended, of the Property consists of only those portions of the Property which the City deems necessary for the purposes of Society and so that, as determined by the City Council, only that amount of Property which is actively being used, or proposed for use, is subject to this Agreement.

E. Society represents that it is, and shall continuously maintain its status as, a tax exempt corporation under 501 (c)(3) of the IRC of 1986, and it desires to develop botanic gardens on the demised premises. A Master Plan (the "plan") has been prepared by the Society which contemplates the development of the property in phases, an initial phase commencing now (subject to receipt of adequate funds therefor), with ground breaking activities on certain buildings expected to occur in a progressive manner commencing about 1996. A copy of such plan is attached. The failure of the Society to commence such construction by June 16, 1999, shall be deemed a default of this Agreement. City may require that such plan be modified in whole or in part to meet the needs of City and Society, as determined by City. Society shall modify its articles of incorporation to require that, during the term hereof, one-third of the board of directors of the Society be residents of the City of Grand Junction. Any grant funds received by the Society shall be subject to the terms of this lease.

F. No development of botanic gardens can be carried out without first securing a suitable location where the gardens can be established and cultivated over a long time period. The necessary volunteers and additional financial support from the community are expected to follow the identification of the whereabouts for the gardens.

G. The purpose and mission of the Society is to provide cultural and educational enhancement and environmental preservation to the City and Western Colorado through its gardens by serving all who come to learn, observe and participate. The City wholeheartedly supports such purpose and mission.

## 2. RENTAL

Society shall pay to City at the office of City or at such other place as City, in writing, from time to time designates, as follows:

(a) Base Rent. Until such time as the gross annual receipts of Society exceed Two Hundred Fifty Thousand dollars (\$250,000.00), a yearly guaranteed rental in the amount of one dollar (\$1.00), in advance, beginning on the first day of July, 1994, and thereafter on the first day of each calendar year during the term of this lease. For any partial calendar year, a full dollar shall be paid.

(b) At such time as the gross annual receipts of Society exceed Two Hundred Fifty Thousand dollars (\$250,000.00), rent shall be paid, in arrears on the first day of February following the measuring year, equal to two percent (2%) of that amount of gross annual receipts which exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

(c) At such time as the gross annual receipts of Society exceed Five Hundred Thousand dollars (\$500,000.00), rent shall be paid, in arrears on the first day of February following the measuring year, equal to five percent (5%) of that amount of gross annual receipts which exceed Five Hundred Thousand Dollars (\$500,000.00).

(d) Gross annual receipts includes all transactions on the Property, excluding donations, gifts, memorials and grants, for which sales or use taxes are payable to the City under its ordinances and shall include income from all rentals, admissions, fees, charges and rents.

## 3. RELATIONSHIP

The City shall in no event be held to be a partner or an associate of the Society in the conduct of the Society's business; the City and Society shall remain as landlord and tenant, subject to the other, overriding provisions and principles hereof.

## 4. USE

(a) Society agrees that the Property shall be used only for the purposes of a garden, insect conservatory and related educational, recreational and fund-raising activities; that access and use shall be for the general public and for the City's primary and the region's benefit; and that such uses be consistent with any applicable zoning, health, building and related laws. In order to avoid conflicts with existing businesses which compete for gross annual receipts, Society shall solicit, and deliver to the Council, letters or other evidence of support for the society activities from businesses who

provide competing services or goods such as weddings, flowers and bulb sales. The Council may waive all or a portion of the requirements of the preceding sentence upon request of Society.

(b). Society shall restrict its use for such purposes and shall not use or permit the use of the Property for any other purpose without the written consent of the City.

(c). Society agrees that the Property shall be used only for those events approved by the City. Society shall apply for, and comply with, the applicable regulations and permits of the City; Society shall pay such fees and charges as such regulations and laws require. Society shall meet the regulatory requirements which apply to the types of uses Society shall propose, such as but not limited to parking, street and traffic improvements, and infrastructure.

(d). Upon the execution hereof and subject to the requirements of the US Corps of Engineers which is to construct a levee on the Property, Society shall construct a composting complex on the Property for stockpiling soil amendments and giving public demonstrations. No offensive odors may be emitted beyond the property line, and the composting and other activities shall be conducted in accordance with existing laws and ordinances.

(e) Society shall provide twelve days each calendar year (at least one day monthly), as determined by the Society for free admissions to the uses and activities of the Society.

(f) No development nor improvement nor construction of any structure shall occur without the prior written approval of the City, in its capacity as owner of the Property, having been obtained. In such regard, the City may require that Society perform such studies and analyses as the City reasonably deems appropriate to the uses of the property. Society shall deliver to the City for its review a proposed site plan and a land use plan, both of which comply with the requirements of the City Zoning and Development Code, and applicable regulations, on or before March 31, 1995.

(g) Society shall propose plans for and shall, upon receipt of City approval of such plans, thereafter construct a public parking lot(s) sufficient to meet the needs of the Society. Upon the completion of the construction to the specifications and standards of the City, the City shall thereafter operate and maintain such parking lot(s) and facilities.

(h) City agrees to pay one-half the construction cost of public restrooms built on the Property, provided that there is outdoor public access to such restrooms.

## 5. MAINTENANCE, UTILITIES, INSURANCE AND TAXES

Society accepts the Property in its "as is" condition. Society waives its rights, and the rights of any person claiming under or through Society, to make any claims against the City, its officers and employees, with regard to the condition of the Property including claims which relate to or are in any way based upon radioactive or other contamination contained on or under the soils of the Property. Society has inspected the Property but has conducted no testing of any kind thereon, although the City has afforded it the opportunity to do so. The City has disclosed that there are residual radioactive tailings buried at least two feet below the existing surface of the ground, based upon information supplied to the City by the U.S. Department of Energy. The Society is not expecting any particular quality of soil and may in its discretion supplement the soils with nutrients, loam, compost, topsoil and other materials to enhance its viability. Society represents and acknowledges that it has had ample opportunity to investigate the Property and to perform such analyses as it deems necessary and reasonable to assure itself that the Property meets its needs. Society acknowledges that City makes no representations, express or implied, concerning the usability or condition of the soils or of the Property.

Society makes additional covenants, as follows:

(a) Maintenance. Society shall, at its own cost and expense, put, keep and maintain the entire demised Property in good order and repair. The property is to be cleared and all debris removed and the gardens constructed. Once constructed, the Society will be responsible for maintaining the same in good order and repair. All equipment storage shall be screened from public view, all rights-of-way and public trails. Junk, rubbish and weeds (as defined by Municipal Code 14-24) shall not be accumulated on the Property. In carrying out its maintenance obligations, Society agrees to conform to all requirements of law, the regulations of applicable public authorities, including those of the City, and any requirement of its insurance carriers.

(b) Utilities. Society further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised Property during the term of this Lease or any extension thereof, and City shall, at Society's request, grant to any utility company so requiring it such easements and rights-of-way as may be required but only if City determines that to do so would not injure other property of City, at City's sole discretion. Each party agrees to pay one-half of the cost of extending the public sewer line in the right-of-way from 7th Street to the appropriate sites on the Property boundary. Society will pay the customary plant investment fee, estimated at \$750.00. In the event other parties access the sewer service line installed in accordance with this lease within five years of the date of this lease, Society may apply to City for reimbursement of a prorata share of costs incurred in construction of the line. Society will pay the whole cost of installing the sewer service line from the public sewer line to improvements on the property.

(c) Taxes. Because of the public nature of this project, City/Society agrees to pay real estate taxes and special assessments imposed upon the Property when said taxes are due and payable.

(d) Sales Tax. Society shall collect and remit to the City the City sales tax and use tax from snack bar and gift shop any taxable transaction or activity under the control of Society, including but not limited to snack bar(s) and gift shop(s).

(e) Insurance. (i) The Society agrees to take out and continuously maintain such forms, amounts, and coverage of insurance as City shall, from time to time, require. Initially Society shall take out public liability insurance covering the demised Property. Said policy or policies shall be for an amount of at least One Million Dollars (\$1,000,000) for each occurrence, plus at least One Hundred Thousand Dollars (\$100,000) for property damage, which said policy or policies of insurance shall name the City as additional insured thereunder, and Society agrees to maintain the same at Society's sole cost and expense in full force and effect during the entire term of this Lease including any extension thereof. Society shall furnish the City with a copy of such insurance coverage or with a certificate of the company issuing insurance, certifying that the same is in full force and effect.

(ii) Society further agrees that it will, at Society's own cost and expense, carry and maintain fire insurance with extended coverage endorsement for the benefit of City and Society on the improvements located thereon in an amount equal to the full insurable value thereof, excluding foundation and excavating cost. As often as any such policy or policies shall expire or terminate, renewal or additional policies shall be procured by Society in like manner and to like extent. Proceeds of any such policies, in the event of fire or other casualty, shall be payable to Society and City, as their respective interest may appear, and in all cases shall be applied to the repair of the buildings and the Property. Any proceeds in excess of those used to repair damages shall be paid to Society. Society may, at its option, bring its obligations to insure under this article within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of City shall thereby be as fully protected as they would be otherwise if this option to Society to use blanket policies were not permitted.

(f) Hold Harmless. Society further agrees to defend, indemnify and save City, in its capacity as a landowner and as a government, and its officers and employees harmless (except for the sole and exclusive negligence of the City, its employees and agents) against and from any and all claims made by or on behalf of any persons, firms or corporations for loss, damage or injury to property or person resulting or arising by reason of the use and occupancy of the Property by Society, and in case any action or proceeding may be brought against City, its officers and/or employees by reason of any such claim for which Society is claimed to be liable, Society, upon



notice from City, covenants to resist and defend such action or proceeding through legal counsel reasonably satisfactory to City. Indemnification by Society hereunder shall not extend to any matter against which, and to the extent which City has been indemnified and/or insured by any insurance carried by Society.

## 6. WASTE AND PERMANENT ALTERATIONS

Society will not commit waste, nor suffer waste to be committed, upon the said Property. Society intends to erect on said Property a few buildings or structures of the type outlined in the plan. Subject to applicable law and having first obtained the approval of the City, Society shall be entitled to make any alterations or additions in or to such buildings and structures, to clear from the area certain plants, such as chinese elm, among others, so as to give space for other plants.

## 7. COVENANTS AGAINST LIENS

Society expressly covenants and agrees that it will, during the term hereof, promptly remove or release, by posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon said Property or any portion thereof by reason of any act or omission on the part of Society or any third party resulting from the uses or activities of Society (but excluding therefrom the exclusive acts or omissions of City), and hereby expressly agrees to save and hold harmless the City from or against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said demised Property, which may be occasioned by any act or omission upon the part of Society or any third party resulting from the uses or activities of Society, and shall not be thus released within sixty (60) days after notice thereof, City, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do) may pay and discharge the said lien and relieve the said demised Property from any such lien, and Society agrees to pay and reimburse City upon demand for or on account of any expense which may be incurred by City in discharging such lien or claim, which sum shall include interest at the rate of ten percent (10%) per annum from the date such lien is paid by City until the date City is reimbursed by Society; provided, however, that if Society has reasonable cause to contest the validity of correctness of any such lien, and City concurs that such reasonable cause exists, it may do so and in such event no breach of this Lease shall result.

## 8. BANKRUPTCY OR INSOLVENCY

If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against the Society, or if the Society shall file, or any creditor of the Society shall

file, or any other person or persons shall file any petition under the Bankruptcy Act of the United States of America, as the same is now in force or may hereafter be amended, or if a receiver of the business or assets of Society be appointed, or the Society makes an assignment for the benefit of creditors, or any sheriff, marshal, constable, or keeper take possession thereof by virtue of any attachment or execution proceedings, then City may, at its option, in either of any such events, immediately take possession of the demised Property and terminate this Lease. Upon such termination, all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto City shall have all rights provided by the bankruptcy laws relative to the proof of claims of an anticipatory breach of an executory contract. Any such termination shall not operate to terminate or limit Society's obligation(s) to defend, hold harmless or indemnify.

#### 9. REMEDIES ON DEFAULT

Except as otherwise provided for herein, in the event of any breach of this Lease by Society which shall not have been cured within ten (10) days after Society shall have received written notice from City of such breach (or if such breach is not for payment of money), if within such period Society shall not have commenced to cure said breach and continue its efforts with due diligence to cure said breach, the City, besides other rights or remedies it may have at law or in equity, shall have the immediate right of re-entry. Should City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it shall terminate this Lease, provided however, that Society's duties to pay rents pursuant hereto and to defend, indemnify and hold harmless shall survive such termination.

#### 10. ASSIGNMENT AND SUBLETTING

Except as herein provided, Society shall not assign this Lease, nor any interest therein, nor shall Society grant any rights to the use of any portion of the Property to any person without first obtaining the written consent of City.

#### 11. ACCESS TO PROPERTY BY CITY

City, as Landlord, shall have the right at all reasonable times, during normal business hours, to go upon and inspect the Property and every part thereof, provided, however, that any such inspection shall be made in a manner to minimize any interference with the use by the Society. City shall have its customary rights under its police power and general welfare purposes to go upon the property as necessary.

## 12. ESTOPPEL CERTIFICATES

At any time and from time to time, each party, upon request of the other, agrees to execute, acknowledge and deliver to such party, any mortgagee, financial institution or other party having or acquiring an interest in the Property a statement in writing certifying to all or any part of the following information:

(a) That this Agreement constitutes the entire agreement between City and Society and is unmodified and in full force and effect (or setting forth any such modifications);

(b) The date to which rents have been paid;

(c) That no default has occurred (or specifying any such default);

(d) That the lease term has commenced, that the Society is occupying the Property, and setting forth the effective date of the Lease. Such estoppel certificate will be executed and delivered within fifteen (15) days after request for the same.

## 13. DESTRUCTION OF BUILDING

In the event of any damage to any building or any part thereof, which damage is caused by fire, wind, water, earthquake or similar casualty, and which damage is covered and insured against by the extended fire insurance coverage maintained by Society during the term, this Lease shall remain in full force and effect, and Society shall pay its annual rental for all of the demised Property as provided in Paragraph 2(a), above. City shall have no obligation or liability whatsoever to Society (unless the destruction was caused by the sole negligence or other wrongful act exclusively the City's, or deliberate failure to act, of City) and Society shall not be entitled to nor recover any damages whatsoever against City for any loss occasioned by the said injury or damage. Society, after the occurrence of the event causing said damage, may with reasonable diligence cause any such building or structure to be repaired and restored to the same general condition to which it existed at the time of the occurrence of said event no later than one hundred twenty (120) days thereafter, or in its sole discretion, determine not to reconstruct such property.

## 14. CONDEMNATION

If at any time during the term or renewal term of this Lease, the Property or any part thereof shall be taken by eminent domain or condemnation by any public or quasi public authority (or in the event a voluntary conveyance is made by City to such public or quasi public authority by reason of or by threat or imminence of the exercise of said power of eminent domain or condemnation by said authority), the following terms and condition shall apply:

(a) In the event of a total taking, Society's right of possession shall terminate as of the date of taking and rent and other charges provided for in this Lease shall be adjusted as of said date. The entire damage award of the condemnation proceedings shall be paid to City but City shall, and hereby does, assign to Society out of any award paid to City the following amounts: (i) if Society shall have made improvements or alterations in or to the Property after the effective date of this Lease, a sum equal to the then fair market value of any such improvements; and (ii) a sum equal to any cost of loss to which Society may be put in removing from the Property Society's furniture and equipment, provided, and upon express condition that the condemning authority makes an award for such cost or loss, otherwise no sum shall be due Society therefor.

(b) In the event of a partial taking of the Property which renders the Property substantially unusable by Society for the operation of the gardens, then Society may, by written notice to City within thirty (30) days after the taking by the condemning authority, terminate this Lease; provided, however, there shall be no abatement or adjustment to the rent due under this Lease if the Lease is not so terminated. It is hereby expressly acknowledged and agreed by Society that any condemnation award shall not be deemed to entitle Society to any part of the award therefor (which shall belong solely to City), except that Society may apply to the condemning authority to recover its damages.

(c) Notwithstanding any provision to the contrary stated or implied herein, in the event the City Council determines that the City requires any portion of the Property, no compensation nor condemnation award shall be payable to the Society nor to any person claiming on behalf of or through the Society. Instead, the City shall modify the legal description of the Property to exclude herefrom the tract or portion of the Property required by the City.

## 15. PERSONAL PROPERTY

It is contemplated that certain furniture, fixtures and equipment to be installed by Society in the demised Property are or may be either leased by Society or purchased by Society from some other party or a conditional seller, or otherwise hypothecated to a "Third Party." In this connection, it is agreed that all of such furniture, fixtures and equipment installed by Society in the demised Property shall at all times be and remain personal property, regardless of the method in which the property of Society and/or such "Third Party" is attached or affixed to the demised Property. City agrees that its rights in such furniture, fixtures and equipment shall at all times be subject to and subordinate to the rights of any such "Third Party" but only if City has consented thereto in writing. City agrees to execute upon request any documents City deems reasonably required by any such "Third Party" in order to effectuate the purposes of this paragraph, it being specifically agreed by City herein that any such "Third Party" shall have the right to remove the furniture, fixtures equipment from the demised

Property in the event of the default of Society in complying with its agreement relating to such furniture, fixtures and equipment, provided Society has fully performed all of the terms and conditions of this Lease. Society agrees to repair, at its expense, any damage caused by any such removal. City shall execute any waivers, consents, or other documents City deems are reasonably required by Society or any such "Third Party" to effectuate the terms of this Article.

#### 16. HOLDOVER

If Society remains in possession of the Property leased herein after expiration of this Lease, without the execution of a new Lease, except for duly approved extensions of the lease, Society shall be deemed to be occupying said Property as tenant from month to month.

#### 17. RENEWAL

Subject to any rights of referendum or initiative and subject to the Charter of City and periodic adjustments in the Base Rent and additional rent as approved by City, the Society shall have the option to extend all the provisions of this lease agreement for four successive periods of twenty (20) years each. Society shall have the option to extend the term of the lease by delivering written notice to the City at least twelve months prior to the end of the original term of the lease, and if Society elects to exercise subsequent options, at least twelve months prior to the end of the term prior to the renewal term being exercised.

#### 18. TERMINATION

The Society may terminate this Agreement upon sixty (60) days written notice to the City, and shall thereafter have a reasonable time, not to exceed ninety (90) days, to remove its improvements, provided such removal shall not damage the Property. The Society will restore the Property to useable condition.

#### 19. NOTICE AND DEMANDS

Any notices or demands required or permitted by law, or any provisions of this Lease, shall be in writing, and if the same is to be served upon City, may be personally delivered to the City Manager of City, or may be deposited in the United States mail, registered or certified, with return receipt required, postage prepaid, and addressed to the City Manager of City at the City Hall, Grand Junction, Colorado 81501, or at such other place as City may from time to time designate in writing.

Any such notice or demand to be served upon Society shall be in writing and shall be served personally or by deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the Society at its business address as set forth at the end of this Lease, or at such other place as Society may from time to time designate in writing.

## 20. ATTORNEYS FEES

If the City is required to incur any costs, including reasonable attorney fees, in order to enforce the provisions of this Lease, even though upon receipt of notice Society corrects said deficiencies within the time as herein provided, Society shall bear the cost thereof and, upon receipt of a copy showing such costs, Society will immediately pay same.

## 21. MISCELLANEOUS

No waiver of any breach of this Lease by City shall be considered to be a waiver of any other or subsequent breach.

All of the covenants, agreements, provision, and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and duly authorized assigns.

Each party agrees to execute upon request a short form of Lease for purpose of recordation.

Each party agrees to re-execute this Lease at any time upon the request of the other.

This Lease contains the entire agreement, express or implied or the parties hereto, and the parties agree that no promises or representations have been made by either of them to the other as to any matter, term, or condition of any kind whatsoever not set forth in this Lease.

## 22. INVALIDITY OF PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstances is found, to any extent, to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

23. AUTHORITY

All individuals executing this document hereby represent and certify that they are the duly authorized representatives of the City and Society, and are authorized to execute this lease by the authority of their respective counsel and boards of directors, as applicable.

IN WITNESS WHEREOF, the parties have executed this Lease this 24<sup>th</sup> day of June, 1994.

City

THE CITY OF GRAND JUNCTION, COLORADO,  
a Colorado Municipal Corporation

By: RT Mantle  
Its Mayor

Society

THE WESTERN COLORADO BOTANICAL SOCIETY,  
a Colorado Nonprofit Corporation

By: Elizabeth B. Harris  
Its Agent duly authorized

ATTEST:

Denise J. Masley  
Its Secretary

Business Address of Society:  
c/o Ms Elizabeth B Harris  
407 Dressel Drive  
Grand Junction, CO 81503

## EXHIBIT A TO LEASE

That property south of Struthers Avenue, north and south of the Colorado River Trail as hereafter constructed, between approximately 8th Street on the east and 5th Street on the west, in the City of Grand Junction, County of Mesa, State of Colorado, consisting of 12.6 acres, more or less, described with particularity as follows:

Commencing at the S 1/4 corner of Section 23, Township 1 South, Range 1 West, Ute Meridian, thence South 89° 37' 00" East 270.00 feet; thence South 00° 23' 00" West 170.00 feet; thence North 89° 37' 00" East 68.00 feet; thence North 00° 23' 00" East 170.00; thence South 89° 37' 00" East 87.00 feet; thence South 02° 11' 00" East 317.00 feet; thence South 02° 32' 00" East 186.60 feet; thence South 15° 17' 21" East 102.12 feet; thence North 88° 51' 04" West 85.13 feet; thence North 79° 32' 00" West 213.74 feet; thence North 67° 47' 04" West 194.68 feet; thence South 89° 40' 42" West 150.01 feet; thence North 79° 44' 01" West 176.23 feet; thence North 77° 12' 33" West 102.39 feet; thence North 71° 52' 17" West 105.00 feet; thence North 73° 00' 00" West 290.24 feet; thence South 89° 37' 00" East 88.12 feet; thence North 00° 23' 00" East 325.00 feet; thence South 89° 37' 00" East 563.62 feet; thence South 89° 37' 00" East 78.00 feet; thence South 00° 23' 00" West 190.00 feet; thence South 89° 37' 00" East 72.00 feet; thence North 00° 23' 00" East 190.00 feet to the point of beginning, Mesa County, Colorado;

together with such additional property as the City might acquire from the west boundary of the described Property to the east right-of-way of 5th Street and the 5th Street bridge.

The Property is subject to the construction of a levee and Riverfront Trail thereon by the US Corps of Engineers and the Riverfront Commission, the use of the Property being limited during the construction thereon, and the sides of the levee being limited to such uses as permitted by the Corps of Engineers;



Botanic Gardens  
Compost Demonstration Site  
Operational Plan

Funding and volunteers for the construction and initial education component of the compost demonstration site are provided by a community grant through The Office of Energy Conservation.

The Energy Office is administering the grant funds.

Future educational components may be provided by CSU and Mesa County Waste Management grants.

Dec. 1994

The Botanic Society will hire a part-time General Coordinator who will be responsible for overseeing development and implementation of daily operations of the entire Botanic Gardens.

The Colorado Office of Local affairs and the Energy Office will update the general coordinator as to the current status of the compost demonstration site.

Site preparation will be overseen by the general coordinator and accomplished by volunteers.

Spring 1995

When weather permits and site has been properly prepared, Associated Builders and Contractors will build a concrete wall and soil cement walkways. A pre-fabricated storage shed will be assembled and placed securely on a concrete slab by Telephone Pioneers.

After structures are complete two volunteers under the direction and supervision of the coordinator will provide ten demonstration classes.

Windrows will be turned as needed with backhoes by a volunteer farm implement company. This will occur approximately once a month.

Note: The name and phone number of the general coordinator will be provided to the City of Grand Junction December 20, 1994, after hiring has been accomplished. This general coordinator may then be contacted in the event of an emergency.

Post-It™ brand fax transmittal memo 7671		* of pages >	2
To	Louise Engblom	From	Charlotte Nick
Co.		Co.	
Dept.		Phone #	241-2871
Fax #	248-7317	Fax #	245-4853

Compost Demonstration Site  
Initial Education Component

The two key educational components built into the initial phase of the compost demonstration site consist of a series of ten demonstration classes and a self educational working tour.

Taught by CSU trained volunteers, the demonstration classes will be offered to schools, backyard gardeners and irrigation companies. The classes will begin as soon as the site construction is finished and will be complete by July 15, 1995. Exact times and dates for each class will be set to accommodate the schedules of participants. Participants will also be given a compost brochure which offers a free package of seeds in exchange for information on a family's backyard composting habits and challenges. The information gained from the returned brochures will be utilized to create classes that specifically address the unique situations of backyard composters in Mesa County. The brochures will also be made available through a dispenser on site for citizens who take advantage of the self educational walking tour.

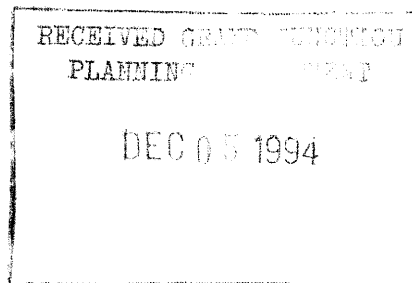
The walking tour will be created by eight or nine framed and mounted signs placed strategically along the path of the demonstration site. Seven of the signs will describe the features of each of the backyard compost systems and the commercial composting windrows. They will be approximately 18" square and stand between three and four feet high. Western Sign and Neon who is familiar with the site layout will make specific recommendations once the site construction is complete. An eighth sign will be located in the center of the site recognizing the organizations and individuals who have contributed time and materials. There is also potential for a small sign to be located within the parking area that provides physical directions to the demonstration site.

The signs will be made of a durable material, possibly lexan, that is highly break resistance and fairs well in extreme weather conditions. It is also relatively easy to clean should graffiti become an issue. While wood signs may fit in better with the natural motif inherent in a compost area, the benefits of plastic seem to far outweigh this consideration. Western Neon has suggested that color combinations can be utilized to create highly functional signs that do not detract from the beauty of the area.

The Energy Office is overseeing the initial education components. Inquires and suggestions for improvement can be made to Charlotte Nick during regular business hours at 241-2871 or via mail at 128 South 5th Street, Grand Junction, CO 81501.

# WESTERN COLORADO BOTANICAL GARDENS

Response to City of Grand Junction Review Comments for  
Western Colorado Botanical Gardens Phase I Compost Yard -  
Site plan phase I, Detail Plan Compost Yard & Overall Concept Plan  
Submitted 10/20/94 From the CU Center For Community Development



**Petitioner:**  
Western Colorado Botanical Society (WCBS)  
407 Dressel Drive  
Grand Junction, Co.  
81503

**Petitioner's Representative:**  
CU Center For Community Development  
222 S. 6th Street  
Grand Junction, Co.  
81501  
248-7310  
Jon Schler  
Louise C. Engblom

SITE PLAN - BOTANICAL GARDENS PHASE 1 (COMPOST)

Kristen Ashbeck 244-1437 11/1/94

1. Development of the compost site must include provision for parking and access to the area. If the new parking lot is not constructed immediately, how will site be accessed by trucks? By visitors/class attendees?
2. Is there any security fencing proposed around the site? There is concern with how just any dumping will be controlled.
3. What is definition of "green waste"? only yard waste?
4. Compost facilities should be located in areas that have good soil percolation and avoid areas of high water table to minimize ponding/standing water that adds to odor. This location probably has poor soils with a high water table--how will these conditions be addressed?
5. There is little information in the narrative to suggest that the facility will be properly maintained in terms of personnel and equipment available for adequate turning and watering of the windrows.

OVERALL CONCEPT PLAN - No specific comments at this time other than to look more closely at parking requirement and consider parking/turnaround needed for oversize vehicles (e.g. buses). Also see Parks Department comments. Each phase will require a more detailed Site Plan Review through Community Development Department.

## REVIEW COMMENTS

Page 1 of 2

FILE #173-94

TITLE HEADING: Site Plan Review / Overall Concept Plan  
- Compost yard

LOCATION: 7th St. & Struthers Ave.

PETITIONER: Western Colorado Botanical Society

PETITIONER'S ADDRESS/TELEPHONE: 407 Dressel Drive  
Grand Junction, CO 81503  
248-7310

PETITIONER'S REPRESENTATIVE: Jon Schler

STAFF REPRESENTATIVE: Kristen Ashbeck

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**NOTE: WRITTEN RESPONSE BY THE PETITIONER TO THE REVIEW COMMENTS IS REQUIRED. A PLANNING CLEARANCE WILL NOT BE ISSUED UNTIL ALL ISSUES HAVE BEEN RESOLVED.**

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CITY PARKS AND RECREATION DEPT.  
Joe Stevens

10/24/94  
244-1542

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Concerned about location of trailhead parking and trail to composting area. Also concerned about maintenance/monitoring at compost site(s). Why not develop one parking lot (shared) rather than two curb cuts and two parking lots (on east side at plan). To me this would look more integrated and unified.

CITY UTILITY ENGINEER  
Bill Cheney

10/24/94  
244-1590

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Water: There is a 24" ductile iron water line that appears to run directly under the Phase I construction. No structures are allowed within 10' on either (both) sides of centerline. Drawings suggest that construction will not take place over the line.

Sewer: It may be necessary to pump to the sewer line in Struthers unless the lot is built up to allow for gravity flow.

CITY FIRE DEPARTMENT  
Hank Masterson

10/20/94  
244-1414

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The Fire Department has no requirements for the Phase I portion of this project.

**FILE #173-94 / REVIEW COMMENTS / page 2 of 2**

**CITY DEVELOPMENT ENGINEER**  
**Jody Kliska**

**10/28/94**  
**244-1591**

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Access and parking are not clearly shown for this proposal.

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**Barbara Creasman**

**10/31/94**  
**244-1457**

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The DDA Board anticipates a presentation on this plan at our meeting on November 4.

The Board has voiced its support for this project and will continue to work with the Botanical Society as they implement the plan.

**COMMUNITY DEVELOPMENT DEPARTMENT**  
**Kristen Ashbeck**

**11/1/94**  
**244-1437**

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Site Plan

1. Development of the compost site must include provision for parking and access to the area. If the new parking lot is not constructed immediately, how will site be accessed by trucks? By visitors/class attendees?
2. Is there any security fencing proposed around the site? There is concern with how just any dumping will be controlled.
3. What is definition of "green waste"? only yard waste?
4. Compost facilities should be located in areas that have good soil percolation and avoid areas of high water table to minimize ponding/standing water that adds to odor. This location probably has poor soils with a high water table - how will these conditions be addressed?
5. There is little information in the narrative to suggest that the facility will be properly maintained in terms of personnel and equipment available for adequate turning and watering of the windrows.

Overall Concept Plan

No specific comments at this time other than to look more closely at parking requirement and consider parking/turnaround needed for oversize vehicles (e.g. buses). Also see Parks Department comments. Each phase will require a more detailed Site Plan Review through Community Development Department.

- In response to comments from Joe Stevens -

Please see the revised Existing Conditions, Phase I and Phase II drawings for clarification regarding trailhead parking and trail to composting area. Maintenance and monitoring will be the responsibility of the Botanical Gardens Society and will be executed by teams of volunteers orchestrated by a staff coordinator. The coordinator should be hired by December. Please see my comments to Kristen Ashbeck for further discussion on access and parking for the future.

- In response to comments from Bill Cheney -

The sewer system will be developed during phase II operations under the guidance of project Architects and Engineers.

- In response to comments from Jody Kliske

Please see the revised Phase I and Phase II drawings for clarified access and parking development.

- In response to comments from Kristen Ashbeck

1. Construction access for Phase I will be through the far East gate. Access to the compost area for the public after construction for Phase I and before Phase II is begun will be through the existing trailhead and parking area (see Existing Conditions and Phase I drawings). The trucks bringing a load of organic material for composting (this service is only semi commercial and available to local landscape contractors and City/County maintenance groups) will enter through the East gate. The existing gravel road will remain for access to the existing dike which will need to be hauled away. The future parking and access ways are conceptually presented in Phase II drawings. The parking lots are separated because different organizations will be responsible for their management ( see comments on the Phase II drawings)

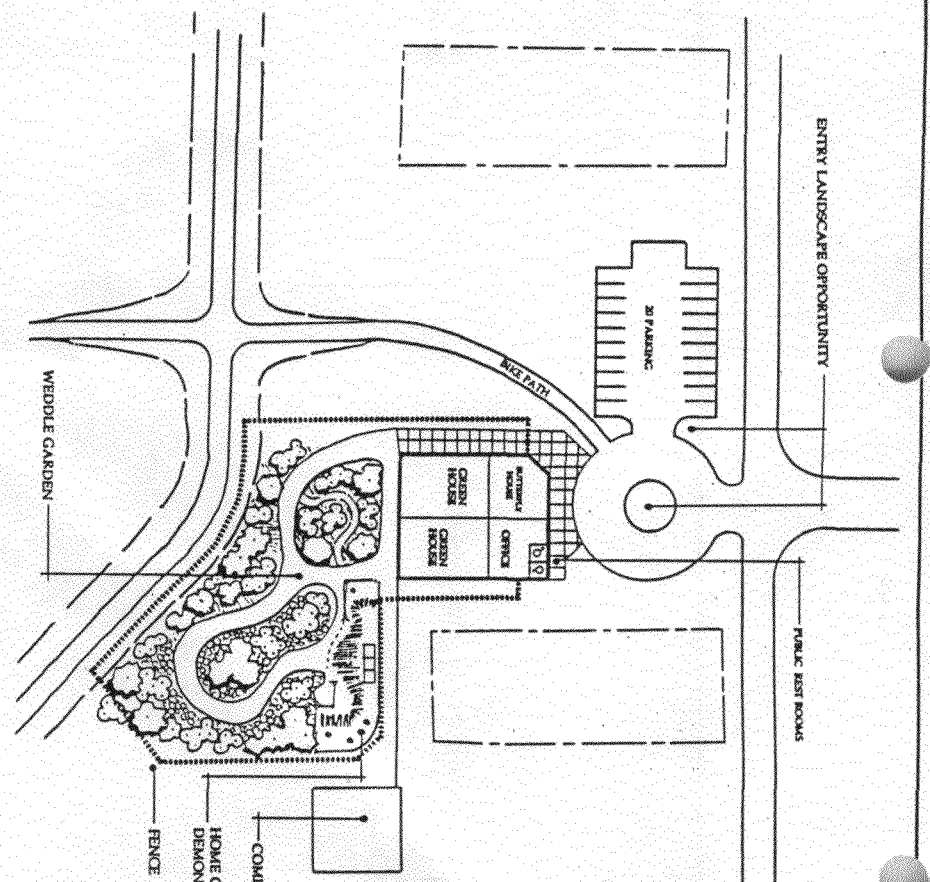
There is some concern now that the old dike contains hazardous materials and there will be delays in the removal of this material that could slow Corp. of Engineers progress on construction of the new dike. This could in turn delay construction of the Botanical Gardens. WCBS would like clarification on how this condition may effect their planning efforts that are especially sensitive as a volunteer based project team.

2.&3. Dumping will be controlled by regulation of access, the presence of monitors and site lighting. Green Waste is the organic material removed during landscape maintenance.

4. It is proposed that surface soils be amended and augmented to raise the compost area so that runoff is directed toward the new dike outlets. The amounts of compost at this yard will be rather minimal since it is primarily a demonstration area with several types of small compost units and 4 wind rows (see the Detail in first submittal and the Existing Conditions Plan in the 2 submittal).

5. Please see our response to comments from Joe Stevens.

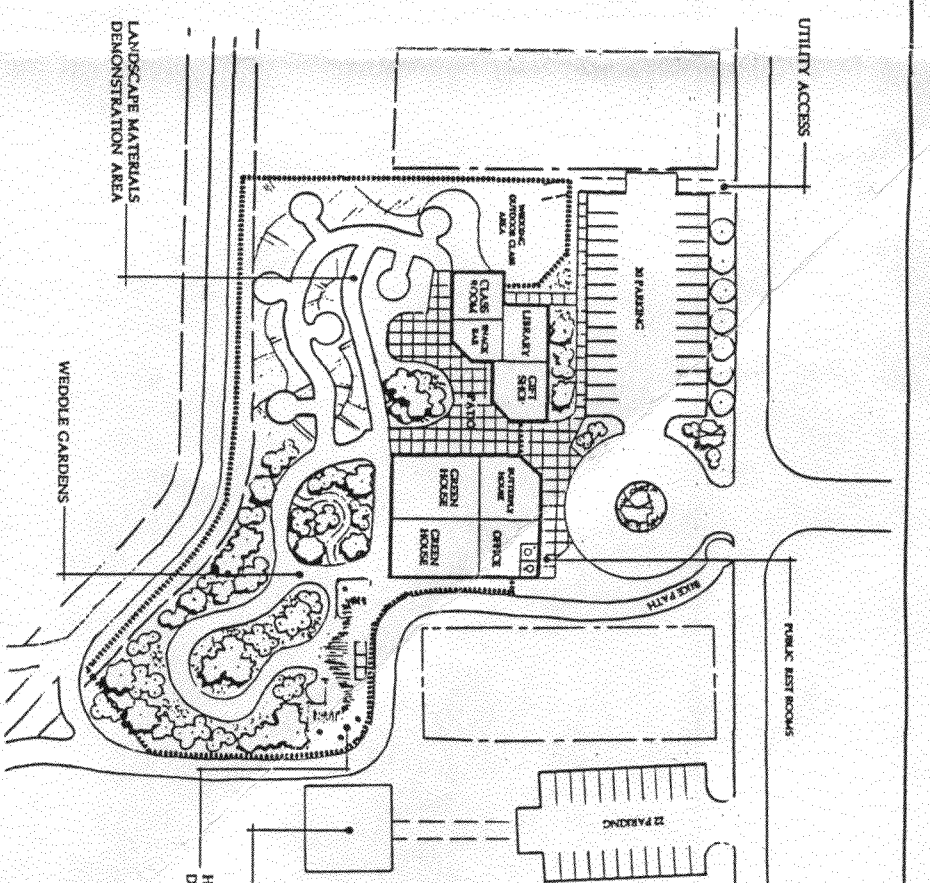




**PHASE I**  
 SHARED PARKING WITH WATSON ISLAND TRAIL HEAD

- \* WATSON ISLAND ACCESS SLIGHTLY MODIFIED
- \* CORE BUILDINGS AND WEDDLE GARDENS SECURED WITH FENCING
- \* COMPOSTING AREAS CAN BE COMBINED OR DIVIDED

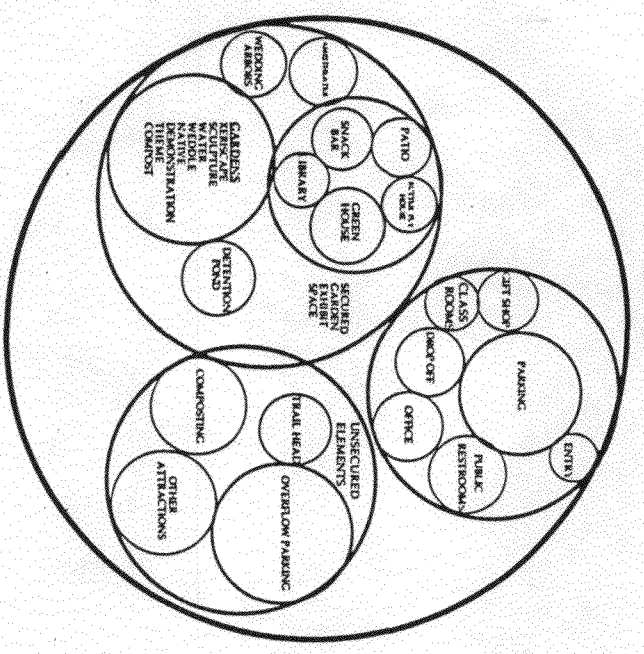
**NOTES:**  
 20 CAR PARKING LOT CAN BE GRAVEL OR ASPHALT.  
 AN ENTRY LANDSCAPING OPPORTUNITY EXISTS.  
 DIVIDING THE COMPOSTING AREAS ADDS SECURITY FOR THE HOME DEMONSTRATION EXHIBITS AND INCREASES EFFICIENCY FOR THE COMMUNITY COMPOSTING OPERATION.  
 AT LEAST 90% OF SECURITY FENCING CAN BE SALVAGED FOR FUTURE EXPANSION.



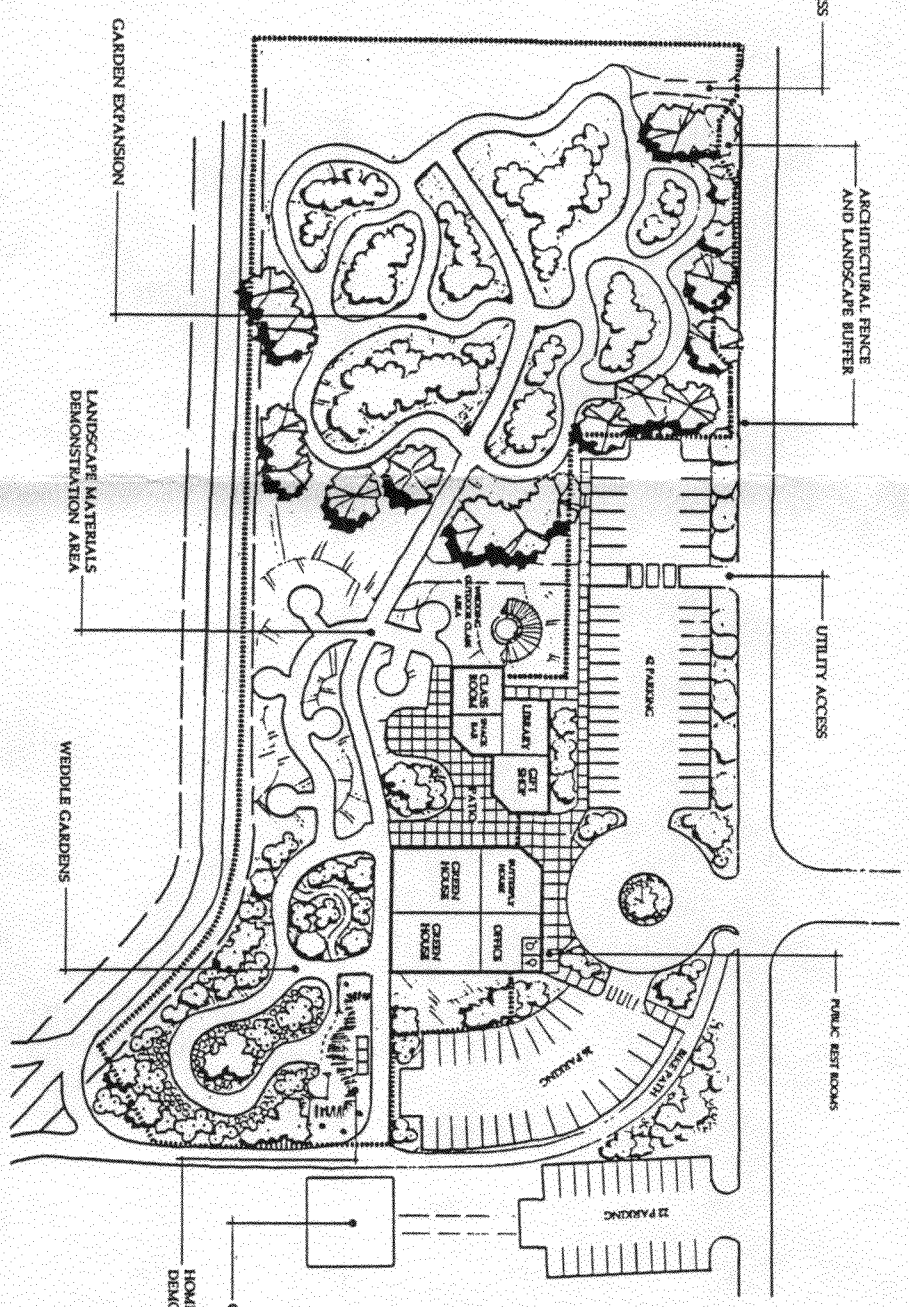
**PHASE II**  
 GARDEN, BUILDING AND PARKING EXPANSION

- \* PATIO EXPANSION
- \* LANDSCAPE MATERIALS DEMONSTRATION AREA
- \* PUBLIC TRAIL HEAD AND TRAIL RELOCATED
- \* ADDED SECURITY FENCING

**NOTE:**  
 IF EAST PRIVATE PROPERTY IS ACQUIRED, BEE PATH CAN CONTRIBUTE TO PHASE III ALIGNMENT



IDEAL SPATIAL RELATIONSHIPS



**PHASE III**  
 GREEN HOUSE, GARDEN OR ADDITIONAL PARKING IN EAST EXPANSION.

- \* FENCE MODIFICATIONS TO THE EAST
- \* SLIGHT WATSON ISLAND TRAIL RELOCATION
- \* ADDITIONAL EXPANSION TO THE WEST

**NOTE:**  
 IF WEST PRIVATE PROPERTY IS NOT ACQUIRED, MAIN PATH AND GARDENS WILL NEED TO BE MODIFIED

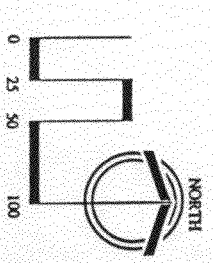
# WESTERN COLORADO BOTANIC GARDENS

173 94  
 Original  
 Do NOT Remove  
 From Office

DRAWN: [ ]  
 CHECKED: [ ]  
 JOB NO.: 2112  
 DATE: 7/27/94  
 REVISIONS: [ ]

SHEET NO. [ ]

CLAVONNE & ASSOCIATES, INC.  
 SITE PLANNING & LANDSCAPE ARCHITECTURE  
 844 GRAND AVE., #1  
 GRAND JUNCTION, CO.  
 303-241-0745  
 FAX 303-241-0745  
 81501

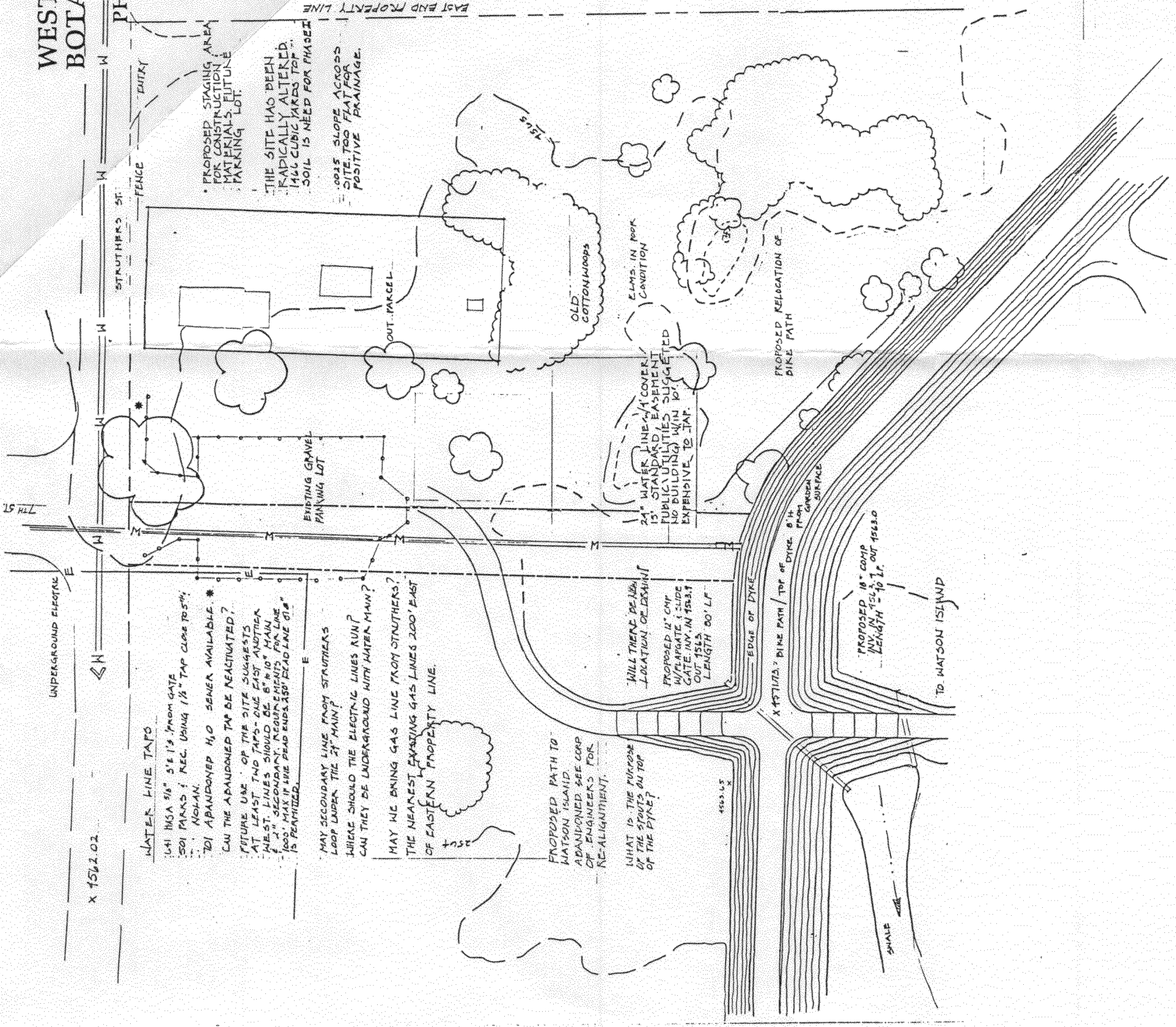


# WESTERN COLORADO BOTANICAL GARDENS

## PHASE I - COMPOST YARD

### SITE INVENTORY

Original  
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From Office  
123  
94



**WATER LINE TAPS**  
 1. 4" MSA 1/8" 5' x 1' 3" FROM GATE  
 2. SOI MAINS: REC. USING 1 1/2" TAP CLOSE TO 5"  
 3. NOLAN  
 4. 20" ABANDONED H<sub>2</sub>O SENER AVAILABLE?  
 CAN THE ABANDONED TAP BE REACTIVATED?  
 FUTURE USE OF THE SITE SUGGESTS  
 AT LEAST TWO TAPS - ONE EAST ANOTHER  
 WEST. LINES SHOULD BE 6" x 10" MAIN  
 2" SECONDARY REQUIREMENTS FOR LINE  
 100'. MAX IF THE HEAD ENDS 250' DEAD LINE @ 1"  
 IS REACTIVATED.

MAY SECONDARY LINE FROM STRUTHERS  
 LOOP UNDER THE 2" MAIN?  
 WHERE SHOULD THE ELECTRIC LINES RUN?  
 CAN THEY BE UNDERGROUND WITH WATER MAIN?

MAY WE BRING GAS LINE FROM STRUTHERS?  
 THE NEAREST EXISTING GAS LINES 200' EAST  
 OF EASTERN PROPERTY LINE.

PROPOSED PATH TO  
 WATSON ISLAND.  
 ABANDONED. SEE CORP  
 OF ENGINEERS FOR  
 RE-ALIGNMENT.

WHAT IS THE PURPOSE  
 OF THE STOUTS ON TOP  
 OF THE DIKE?

WILL THERE BE A  
 LOCATION OF DESIGN?  
 PROPOSED BY CMP  
 WATERGATE SLIDE  
 GATE INV. IN 1983.7  
 OUT 1985  
 LENGTH 90' LF

PROPOSED 18" COMP  
 INV. IN 1983.7 OUT 1983.0  
 LENGTH 10' LF

PROPOSED STAGING AREA  
 FOR CONSTRUCTION  
 MATERIALS, FUTURE  
 PARKING LOT.  
 THE SITE HAS BEEN  
 RADICALLY ALTERED.  
 1466 CUBIC YARDS TOP  
 SOIL IS NEED FOR PHASE I  
 .0015 SLOPE ACROSS  
 SITE, TOO FLAT FOR  
 POSITIVE DRAINAGE.

24" WATER LINE W/ COVER,  
 15' STANDARD EASEMENT  
 PUBLIC UTILITIES SUGGESTED  
 NO BUILDING WITHIN 10'  
 EXPENSIVE TO TAP.

PAGE 1

COLORADO CENTER FOR  
 COMMUNITY DEVELOPMENT  
 222 S. 5TH STREET, DENVER, CO  
 80202  
 COURTESY OF THE COLORADO  
 COURSE DESIGNER

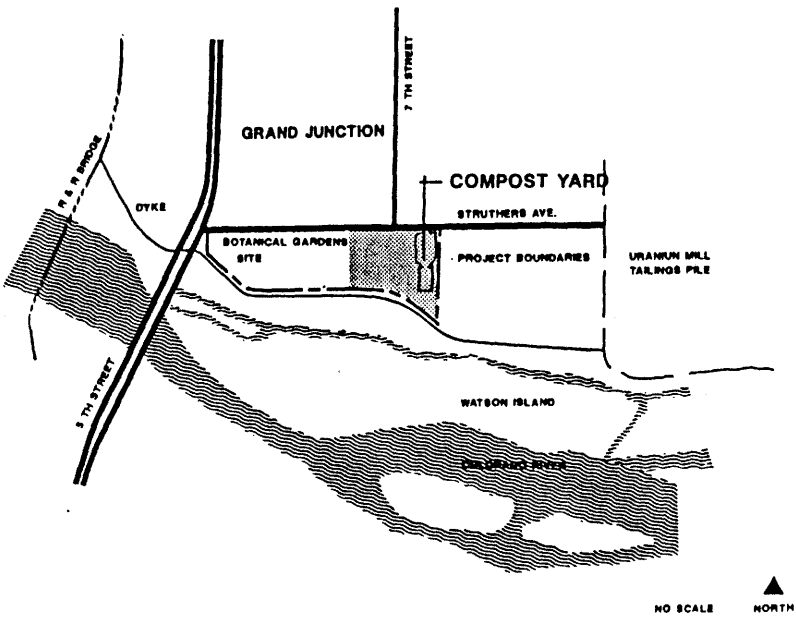
NORTH

SCALE

# WESTERN COLORADO BOTANICAL GARDENS

## PHASE I - COMPOST YARD

WESTERN COLORADO BOTANICAL GARDENS  
LOCATION MAP



PAGE 1	LOCATION MAP
PAGE 2	SITE INVENTORY
PAGE 3	SITE PLAN
PAGE 4	COMPOST YARD DETAIL

COLORADO CENTER FOR  
COMMUNITY DEVELOPMENT  
222 S. 6TH STREET RM. 409  
GRAND JUNCTION CO. 81501  
303-248-7310  
OCTOBER 19, 1994

PAGE 1

173 94

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# WESTERN COLORADO BOTANICAL GARDENS

## PHASE I - COMPOST YARD

### SITE PLAN

Original  
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From Office

123 04

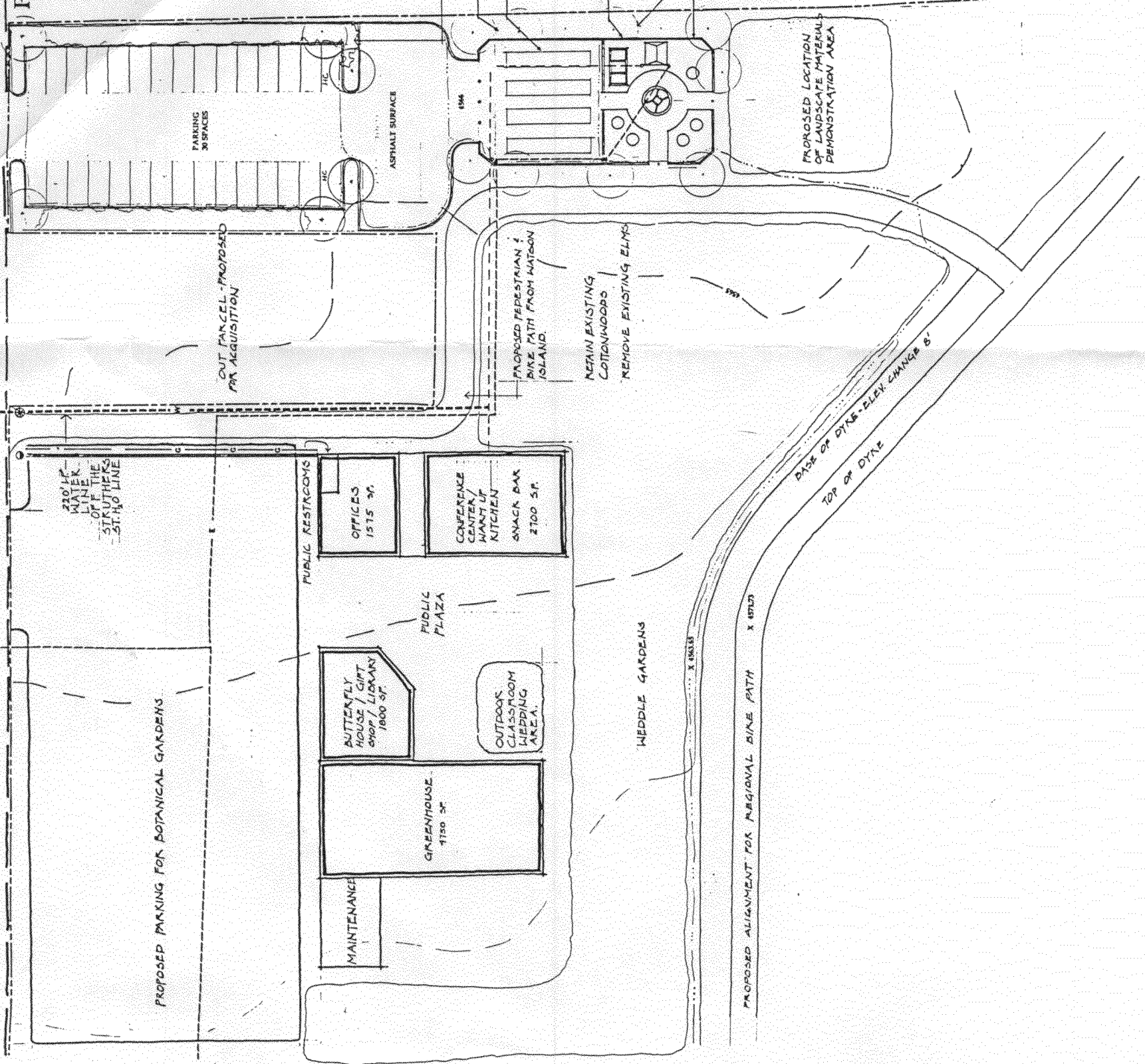
**LEGEND**

- Proposed location of meter meter & valve
- Main 8" water line from Struthers Ave.
- Secondary 2" water line to the Composite Yard
- Sewer Line Junction
- Sewer line
- Gas line extension
- Underground electrical line
- Surface type drainage channels
- Topo lines
- Property line

7TH ST

STRUTHERS AVENUE

X 104.02



PAGE 1

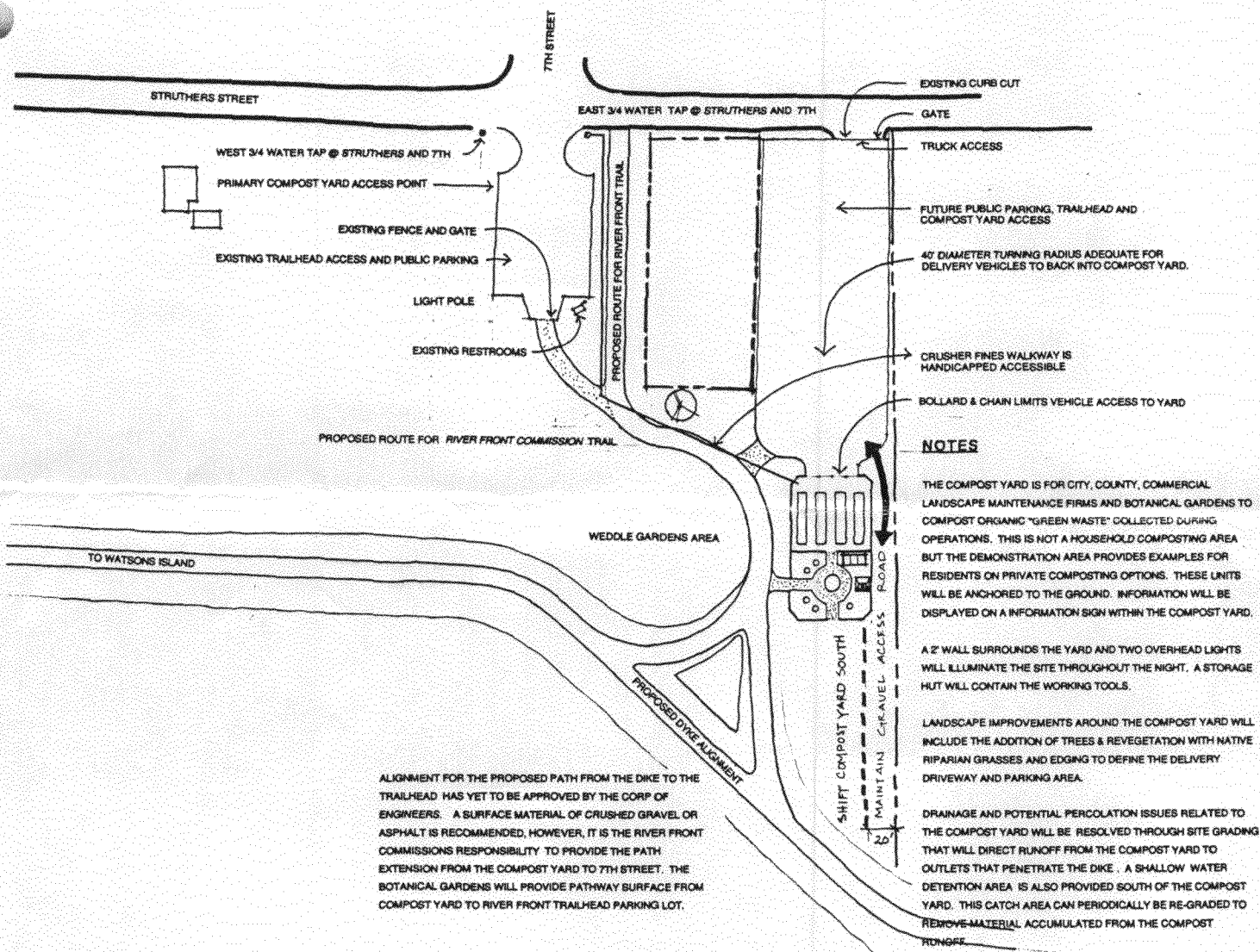
COLORADO CENTER FOR COMMUNITY DEVELOPMENT  
201 S. 6TH STREET 8th FLOOR  
GRAND RAPIDS MI 49503  
LOUISE BRONKHORST

NORTH

SCALE



**WESTERN COLORADO  
BOTANICAL GARDENS**  
RESPONSE TO REVIEW COMMENT



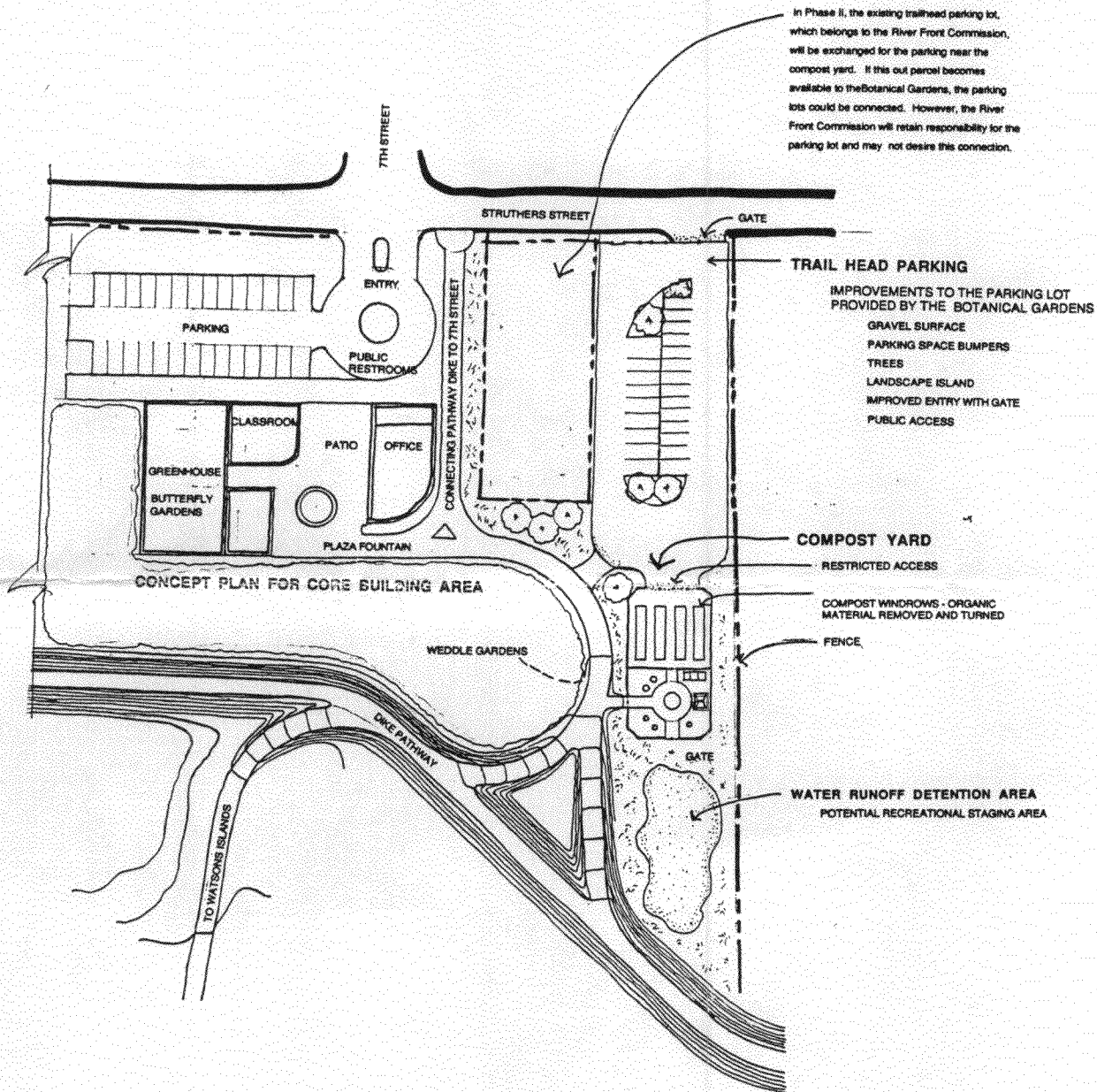
ALIGNMENT FOR THE PROPOSED PATH FROM THE DIKE TO THE TRAILHEAD HAS YET TO BE APPROVED BY THE CORP OF ENGINEERS. A SURFACE MATERIAL OF CRUSHED GRAVEL OR ASPHALT IS RECOMMENDED. HOWEVER, IT IS THE RIVER FRONT COMMISSIONS RESPONSIBILITY TO PROVIDE THE PATH EXTENSION FROM THE COMPOST YARD TO 7TH STREET. THE BOTANICAL GARDENS WILL PROVIDE PATHWAY SURFACE FROM COMPOST YARD TO RIVER FRONT TRAILHEAD PARKING LOT.



PHASE I COMPOST YARD

RECEIVED  
PLANNING  
DEC 05 1994

**WESTERN COLORADO  
BOTANICAL GARDENS**  
RESPONSE TO REVIEW COMMENTS



In Phase II, the existing trailhead parking lot, which belongs to the River Front Commission, will be exchanged for the parking near the compost yard. If this out parcel becomes available to the Botanical Gardens, the parking lots could be connected. However, the River Front Commission will retain responsibility for the parking lot and may not desire this connection.



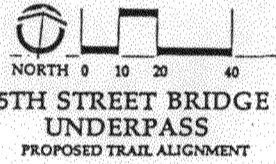
**PHASE II** COMPOST YARD  
BOTANICAL GARDEN &  
BOTANICAL GARDEN  
FACILITIES.

RECEIVED GRAND PLANNING DEPT.  
DEC 05 1994

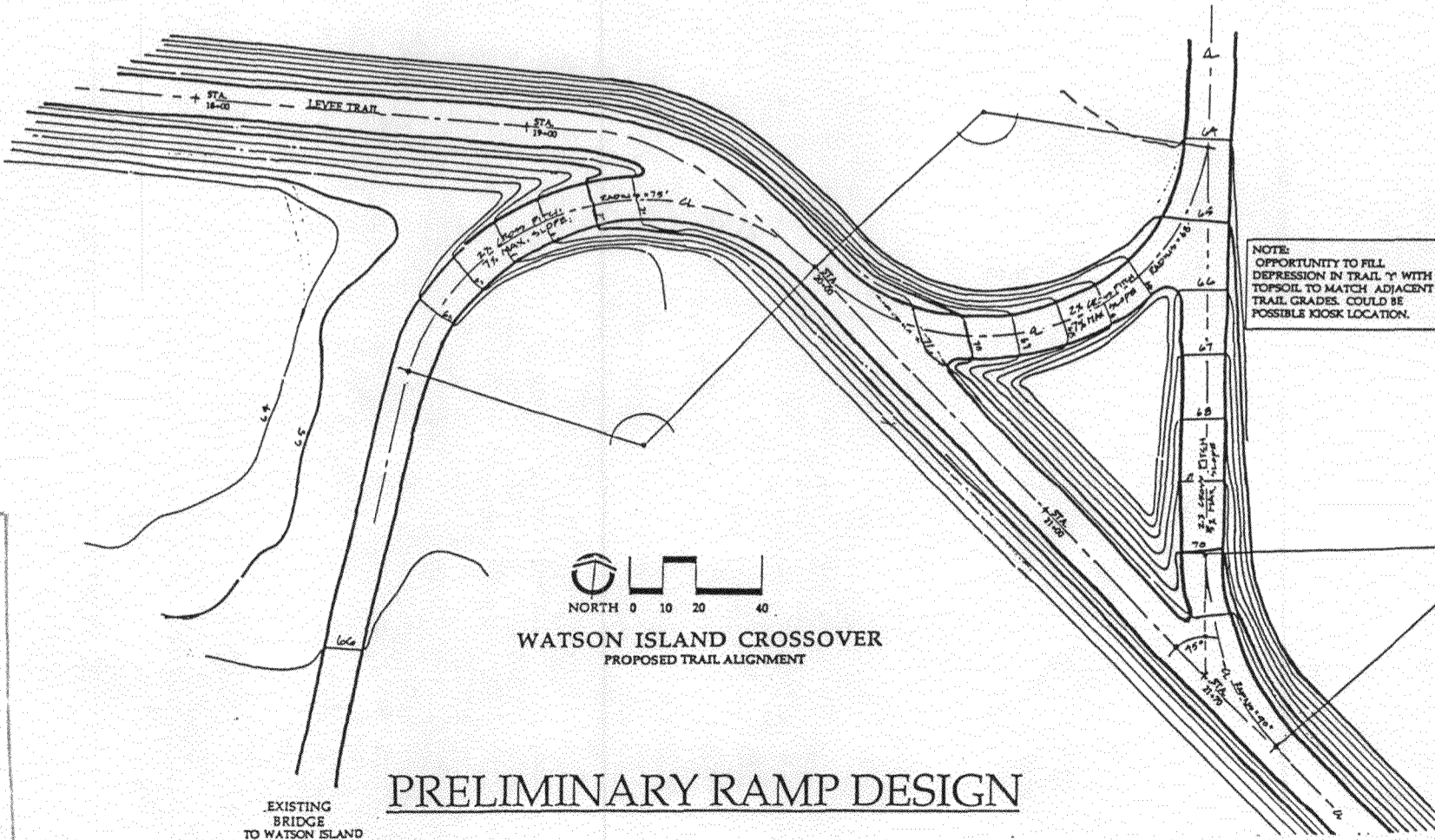


NOTE:  
 OPTIONAL TRAIL  
 ALIGNMENT ON TO TOP  
 OF LEVEE WILL REQUIRE  
 3' FILL FOR GRADE  
 TRANSITION.

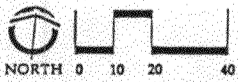
NOTE:  
 EXCAVATION OF GRAVEL  
 THUMP MAY PROVIDE  
 BORROW MATERIAL TO FILL  
 ADJACENT LOW AREA AT  
 BRIDGE UNDERPASS.



5TH STREET BRIDGE  
 UNDERPASS  
 PROPOSED TRAIL ALIGNMENT



NOTE:  
 OPPORTUNITY TO FILL  
 DEPRESSION IN TRAIL Y WITH  
 TOPSOIL TO MATCH ADJACENT  
 TRAIL GRADES. COULD BE  
 POSSIBLE KIOSK LOCATION.



WATSON ISLAND CROSSOVER  
 PROPOSED TRAIL ALIGNMENT

**PRELIMINARY RAMP DESIGN**

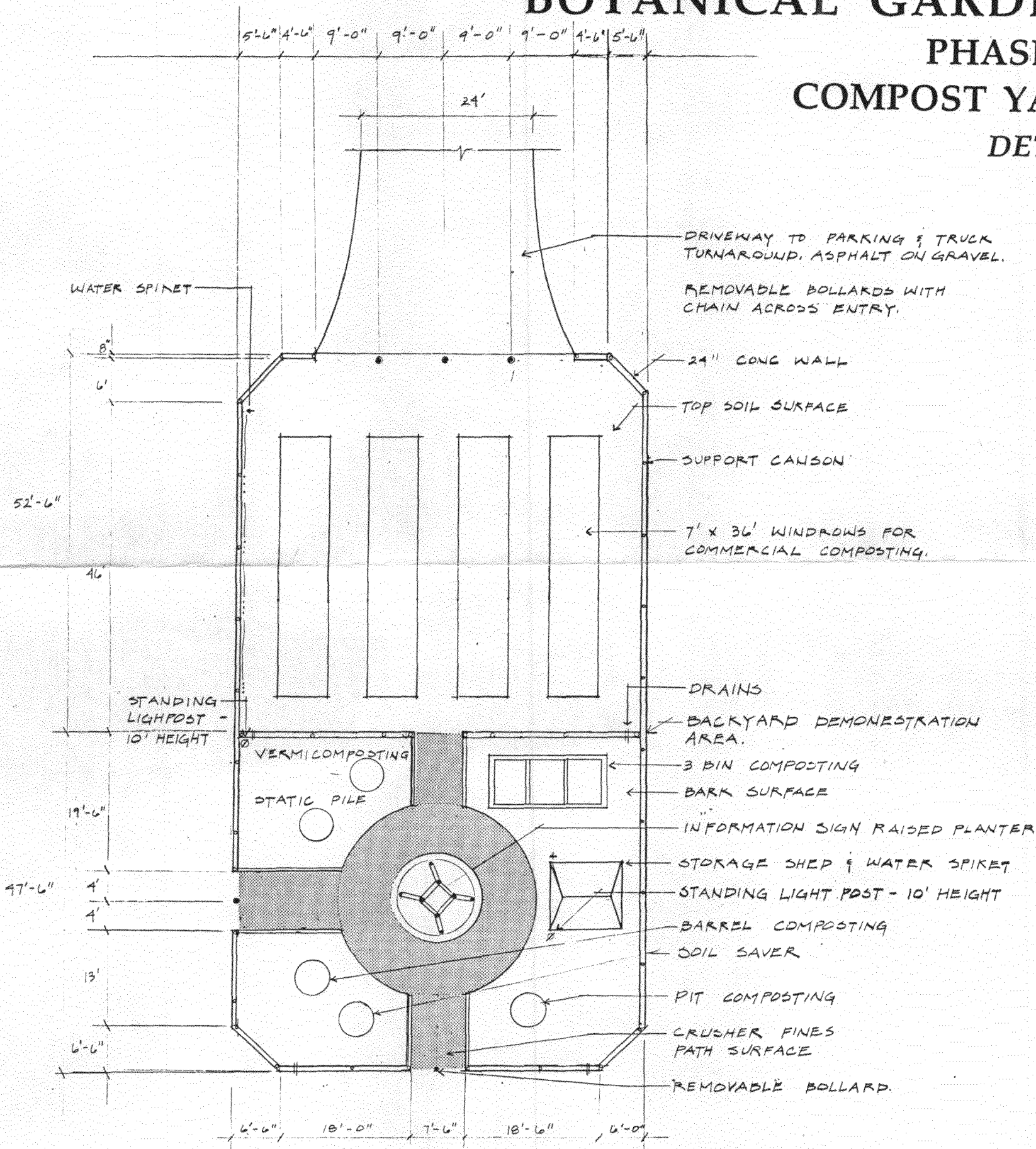
RECEIVED GRAND JUNCTION  
 PLANNING DEPARTMENT

DEC 05 1994



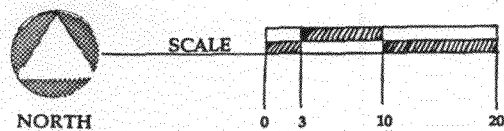
# WESTERN COLORADO BOTANICAL GARDENS

## PHASE I - COMPOST YARD DETAIL



COLORADO CENTER FOR  
COMMUNITY DEVELOPMENT  
222 S. 6TH STREET RM. 409  
GRAND JUNCTION CO. 81501  
OCTOBER 16, 1994  
LOUISE ENGBLOM

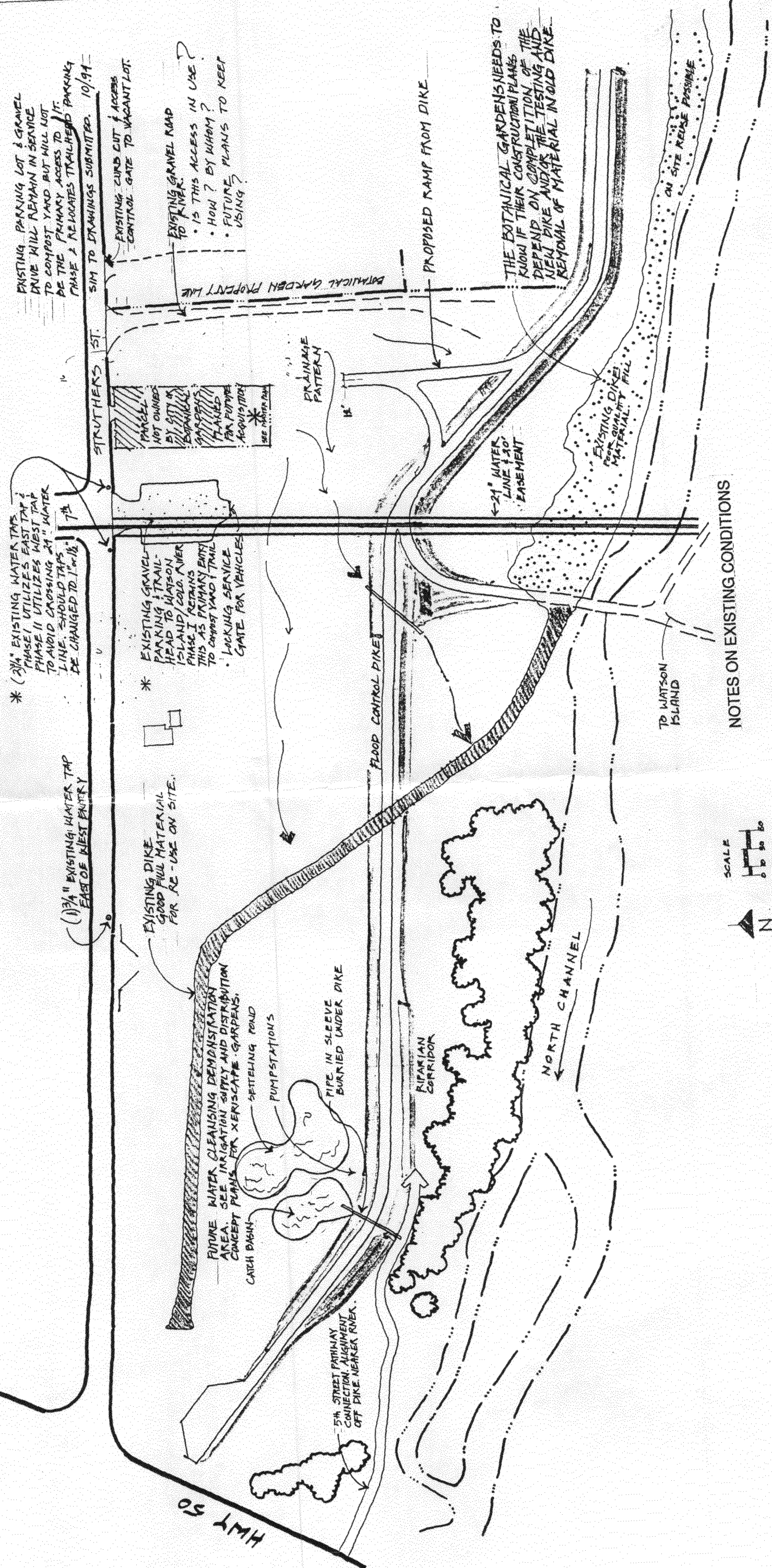
PAGE 4



RECEIVED GRAND JUNCTION  
PLANNING DEPARTMENT  
DEC 05 1994

**WESTERN COLORADO  
BOTANICAL GARDENS**  
RESPONSE TO REVIEW COMMENTS

APPROVED GRAND JUNCTION  
WATER DEPARTMENT  
DEC 05 1994



NOTES ON EXISTING CONDITIONS

EXISTING PARKING LOT & GRAVEL DRIVE WILL REMAIN IN SERVICE TO COMPOST YARD BUT WILL NOT BE THE PRIMARY ACCESS TO IT. PHASE 2 RELOCATES TRAIL-HEAD PARKING. SIM TO DRAWINGS SUBMITTED. 10/94

EXISTING CURB CUT & ACCESS CONTROL GATE TO VACANT LOT.

PARCEL NOT OWNED BY CITY OF GRAND JUNCTION. PLANS FOR FUTURE ACQUISITION. SEE MASTER PLAN.

\* (2) 24" EXISTING WATER TAP. PHASE I UTILIZES EAST TAP. PHASE II UTILIZES WEST TAP TO AVOID CROSSING 24" WATER LINE. SHOULD TAPS BE CHANGED TO 1" & 1/2"?

\* EXISTING GRAVEL PARKING & TRAIL-HEAD TO WATSON ISLAND/COLD RIVER. THIS AS PRIMARY ENTRY TO COMPOST YARD & TRAIL. LOCKING SERVICE GATE FOR VEHICLES.

\* (1) 3/4" EXISTING WATER TAP EAST OF WEST ENTRY

EXISTING DIKE GOOD FILL MATERIAL FOR RE-USE ON SITE.

FUTURE WATER CLEANING DEMONSTRATION AREA. SEE IRRIGATION SUPPLY AND DISTRIBUTION CONCEPT PLANS FOR XERISCAPE GARDENS.

5th STREET PATHWAY CONNECTION ALIGNMENT OFF DIKE NEARER RIVER.

THE BOTANICAL GARDENS NEEDS TO KNOW IF THEIR CONSTRUCTION PLANS DEPEND ON COMPLETION OF THE NEW DIKE AND/OR THE TESTING AND REMOVAL OF MATERIAL IN OLD DIKE.

TO WATSON ISLAND

ON SITE REUSE POSSIBLE

