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CITY COUNCIL AGENDA WEDNESDAY, NOVEMBER 2, 2022 250 NORTH 5<sup>TH</sup> STREET - AUDITORIUM <u>VIRTUAL MEETING</u> - <u>LIVE STREAMED</u> BROADCAST ON CABLE CHANNEL 191

5:30 PM – REGULAR MEETING

# Call to Order, Pledge of Allegiance, Moment of Silence

#### **Presentations**

2022 Colorado Parks and Recreation Association Columbine Award for Innovation for the River Park at Las Colonias

#### **Proclamations**

Proclaiming November 11, 2022 as A Salute to All Veterans Day in the City of Grand Junction

Proclaiming November 12, 2022 as Sister City Day in the City of Grand Junction

#### **Citizen Comments**

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

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

#### **City Manager Report**

#### Council Reports

# CONSENT AGENDA

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

# 1. Approval of Minutes

- a. Summary of the October 17, 2022 Workshop
- b. Minutes of the October 19, 2022 Regular Meeting

# 2. Set Public Hearings

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

- a. Legislative
  - i. Introduction of an Ordinance Regarding the Baseball Lease and Management Agreement Transfer for Suplizio Field to Future Legends, LLC and Setting a Public Hearing for November 16, 2022
  - ii. Introduction of an Ordinance to Adopt the 2018 International Energy Conservation Code with Amendments Thereto, Repealing all Other Ordinances and Parts of Ordinances in Conflict Therewith, and Setting a Public Hearing for December 7, 2022
- b. Quasi-judicial
  - Introduction of an Ordinance Approving a Lease of City Property at 244 26 1/4 Road (City Water Treatment Plant) to Optimus Communications for Installation of an Antenna and Communication Equipment and Setting a Public Hearing for November 16, 2022

#### 3. Agreements

- a. 2022 Community Development Block Grant (CDBG) Subrecipient Agreements between Meals on Wheels of Mesa County and Eureka! McConnell Science Museum and the City of Grand Junction
- 4. **Procurements**

- a. Purchase of Three Ambulances from Braun Northwest
- b. Construction Contract for the 2022 Waterline Replacement Project -Phase 1

#### 5. Resolutions

- a. A Resolution Declining City of Grand Junction Participation in Colorado's Paid Family Medical Leave Insurance Program (FAMLI)
- b. A Resolution Finding that Downtown Redevelopment Projects Support and Promote the Plan of Development

# **REGULAR AGENDA**

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

#### 6. Public Hearings

- a. Legislative
  - i. Introducing the Appropriation Ordinance for the 2023 Budget, Presentation, First Public Hearing and Setting a Second Public Hearing for December 7, 2022

#### 7. Non-Scheduled Citizens & Visitors

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

#### 8. Other Business

#### 9. Executive Session - City Hall Administration Conference Room

a. EXECUTIVE SESSION TO DISCUSS MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTIONS 24-6-402 (4)(e)(I) AND 24-6-402 (4)(a) OF COLORADO'S OPEN MEETINGS LAW RELATIVE TO ACQUIRING ORCHARD MESA POOL AND/OR NEGOTIATING THE FUNDING OF IMPROVEMENTS TO ORCHARD MESA POOL RELATIVE TO THE POSSIBLE ACQUISITION AND/OR EVALUATING THE USE FOR RECREATION PURPOSES AND/OR DISPOSITION OF THE REAL PROPERTY HAVING MESA COUNTY TAX PARCEL # 2943-312-00-115 LOCATED IN THE CITY OF GRAND JUNCTION, COLORADO

## 10. Conclusion of Executive Session and Adjournment of November 2, 2022 City Council Meeting Will Take Place in the City Hall Administration Conference Room

The Council will return to Open Session to conclude the Executive Session; the City Council will not be returning to Open Session in the City Council chambers. Adjournment of the November 2, 2022 City Council meeting will occur in the City Hall Administration Conference Room.



# **Grand Junction City Council**

# **Regular Session**

Meeting Date:November 2, 2022Presented By:Ken Sherbenou, Parks and Recreation DirectorDepartment:City ClerkSubmitted By:Ken Sherbenou

# **Information**

#### SUBJECT:

2022 Colorado Parks and Recreation Association Columbine Award for Innovation for the River Park at Las Colonias

#### **RECOMMENDATION:**

NA

# **EXECUTIVE SUMMARY:**

The City of Grand Junction was awarded the Columbine Award for Innovation for the River Park at Las Colonias. The award was presented during the Colorado Parks and Recreation Association (CPRA) conference on October 6, 2022. The CPRA award program is designed to recognize and celebrate the individuals and organizations that contribute to the success and value of parks and recreation in the state of Colorado. The Columbine Award for Innovation brings to light the years of community collaboration to build the River Park at Las Colonias.

# **BACKGROUND OR DETAILED INFORMATION:**

Planning for the River Park at Las Colonias was launched in 1997 with the vision to transform an area replete with non-native vegetation and traces of former uses as migrant farm housing, a junkyard, and a uranium mill. Guided by strong civic leadership in the 1990's, the community remediated the uranium mill, cleaned up the junkyard, and removed invasive weed species. The project took planning and input from thousands of individuals and a multitude of organizations over many years.

The River Park at Las Colonias is part of the Riverfront Trail system that spans from Palisade in the east to Fruita in the west. The River Park was built to restore 14 acres of riparian area improving habitat and ecology in the adjacent river. It acts as a side

Item #

channel for the endangered fish species in the Colorado River.

The River Park is a uniquely expansive park that offers accessible water-based recreation to a broad spectrum of the community. Many whitewater parks in Colorado serve more skilled kayakers and most residents are resigned to spectating. In contrast, the River Park at Las Colonias has most residents that visit the park actively participating given the accessibility of the feature. This has the effect of Grand Junction's River Park serving much higher numbers than is typically seen with other similar amenities, which is one reason why the award was earned. Another reason was the strong collaborations present between public, private and non-profit, whose collective efforts enabled this amazing new asset for the Grand Junction community.

The River Park was a \$1.2 million project funded by a Great Outdoor Colorado grant, a Colorado Water Conservation Board grant, the City of Grand Junction, the Colorado Basin Roundtable, Downtown Grand Junction, One Riverfront, and made possible through partnership with many organizations including Colorado Mesa University, the U.S. Department of Energy and Bonsai.

# FISCAL IMPACT:

# **SUGGESTED MOTION:**

NA

# **Attachments**

None



City of Grand Junction, State of Colorado

# Proclamation

our Veterans have made sacrifices and worked diligently to keep our nation Whereas, free; and

it is right for our community and our Nation to seek ways in which to Whereas, recognize and show our appreciation for those men and women who have faithfully served our country; and

the citizens across the United States will be celebrating Veteran's Day on Whereas, November 11, 2022 and

it is proper for citizens to honor our Veteran's service to our country and Whereas, there will be a Veterans Day Ceremony at the Fruita Visitor's Center Vietnam War Memorial Park on November 11th at 1100 hours and a Veterans Parade on November 12th starting at 1400 and running down Main Street in Grand Junction, Colorado; and

this event will be the 30th annual local parade and salute to our Veterans. Whereas,

NOW, THEREFORE, I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 11, 2022 as

# "A Salute to All Peterans 2022"

in the City of Grand Junction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 28th day of October, 2022.



City of Grand Junction, State of Colorado

# Proclamation

**Whereas**, the City of Grand Junction has recognized El Espino, El Salvador as its official Sister City since September of 2005; and

- **Whereas**, dozens of members of the Grand Valley community have participated in cultural exchange with the citizens of El Espino through cultural immersion trips and spay/neuter brigades with the Foundation for Cultural Exchange; and
- **Whereas**, many Grand Junction residents have played an integral role in the education of deserving youth in El Espino as student sponsors through the Foundation for the Cultural Exchange's scholarship program, contributing to the education of more than 20 university graduates so far; and
- **Whereas**, throughout the previous 17 years, this city through its community partnership has fostered long-term relationships between the people of Grand Junction and El Espino, thereby advancing peace, prosperity, and cultural understanding in both communities; and
- **Whereas**, it is appropriate to recognize all the efforts of the Foundation for Cultural Exchange on this seventeenth anniversary and to express appreciation for the work they and other community members have done.

**NOW, THEREFORE,** I, Anna Stout, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 12, 2022 as



in the City of Grand Junction and congratulate the Foundation and other community members who have participated in cultural exchanges with the people of El Espino.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 27<sup>th</sup> day of October 2022.

Mayor

# GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY October 17, 2022

**Meeting Convened:** 4:00 p.m. The meeting was held in person at the Fire Department Training Room, 625 Ute Avenue, and live streamed via GoToWebinar.

**City Councilmembers Present:** Councilmembers Phil Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, Mayor Pro Tem Abe Herman and Mayor Anna Stout. Councilmember Chuck McDaniel was absent.

**Staff present:** City Manager Greg Caton, City Attorney John Shaver, Community Development Director Tamra Allen, Human Resources Director Shelley Caskey (virtual), Finance Director Jodi Welch, Deputy Finance Director Ashley McGowen, Financial Analyst Matt Martinez, Budget Coordinator Linda Longenecker, General Services Director Jay Valentine, Parks and Recreation Director Ken Sherbenou, Fire Chief Ken Watkins, Interim Police Chief Matt Smith, Visit Grand Junction Director Elizabeth Fogarty, Assistant to the City Manager Johnny McFarland, City Clerk Amy Phillips, and Records Manager Debbie Kemp.

# 1. Discussion Topics

a. 2023 Budget Workshop: Economic Development Partners Budget Discussion- Western Latino Chamber of Commerce and Business Incubator, Horizon Drive Business Improvement District, Downtown Development Authority, Downtown Business Improvement District, Non-Profit Funding, Economic Development Funding

City Manager Caton reviewed the agenda and gave a summary of the presentations from the various Economic Development Partners.

The WCLCC and BIC receive a portion of the revenue generated from the vendors fee cap for business retention/start up support, and makers space/incubator kitchen respectively. The BIC receives funding for ongoing operation from other City resources. For 2023, they requested funding in the amount of \$35,000 for WCLCC and \$137,600 for BIC (including \$53,600 for operations).

The Horizon Drive Business Improvement District has a new Executive Director Jonathan Purdy who started his position on October 3, 2022. The District has two proposed budgets based on the results from the upcoming November 8<sup>th</sup> election, asking voters to "De-Bruce" the District. If the ballot question passes, the 2023 budget will be \$222,287 in revenues and \$242,879 in expenses resulting in a -\$20,592 net income, but a proposed Fund balance ending 2023 at \$321,015. If the ballot question does not pass, the 2023 budget will be \$115,862 in revenues and \$242,879 expenses for a -\$170,017 net income, but a proposed ending 2023 Fund balance of \$214,590.

City Council Workshop Summary October 17, 2022 - Page 2

Brandon Stam, Executive Director for the Downtown Development Authority (DDA) presented the proposed Downtown Business Improvement District Operating Plan and Budget of \$438,240 in revenue and \$421,318 in expenses with a projected 2023 year end fund balance of \$163,620, as well as the DDA's budget for 2023.

Mr. Stam also presented the DDA proposed 2023 budget for Fund 103 as \$1,329,440 and \$1,233,922 in expenses, and \$2,850,737 in revenue vs \$2,800,942 in expenses for Fund 611. The projected fund balance at the end of 2023 for Fund 103 is \$2,258,236 and \$2,083,692 for Fund 611 for a combined total of \$4,341,928.

Economic development is identified as a City Council strategic priority and the City has devoted significant funding toward the development of strategies and amenities designed to strengthen the community as a regional economic hub and attract new residents and businesses. Economic Development can be seen in two major areas of the budget: 1) In core services and through the associated capital plans which fund improvements to street infrastructure and public amenities such as parks, trails, community sports, and recreation facilities and 2) Supporting agencies that directly engage in economic development. Economic Development funding comes from the 0.75% sales tax, the vendor fee cap, and the General Fund. The 2023 Recommended Economic Development Budget is \$6.5 million.

- \$1,055,000 Colorado Mesa University
- \$598,312 Grand Valley Transit
- \$500,000 to Economic Development Partners from vendors fee cap
- \$2.4M City Council Infill Policy
- \$1.8M Downtown Development Authority

A break was called at 5:17 p.m. The workshop resumed at 5:40 p.m.

Support of community non-profit organizations is allocated through Community Development Block Grant (CDBG) funds as well as direct funding. For direct funding, community non-profit organizations request funds be allocated in the City's budget annually, beginning with an application process in the summer. Each applicant is asked to fill out a form which helps characterize the nature of their request as well as a description of how the request aligns with the City's Strategic Priorities. Based on Council direction, the process for the 2023 Non-Profit Funding requests was changed to break requests into two tiers based on the amount requested.

Tier 1 includes requests for \$50,000 or less and Tier 2 includes requests greater than \$50,000. Through media release, website presence, direct communication, and a longer application period, more agencies were reached and applied for funding. Non-profit funding comes from the General Fund, and after reviewing applications for alignment with the City's Strategic Priorities, history of funding, and type of request, this year staff was able to recommend funding for 32 agencies based on available resources. The 2023 Recommended Budget for non-profit funding is \$878,221.

In 2023 the recommended capital plans dedicate \$66.7M to critical utilities, transportation, street maintenance, parks and recreation amenities, public safety, trails, drainage, and curb, gutter, and sidewalk projects.

**ARPA Update –** The ARPA committee recommended 6 entities for funding. After discussion and direction from Council, staff will schedule a meeting with the six recommended entities as well as Homeward Bound to make presentations before Council.

# Capital Public Works – presented by Public Works Director Trent Prall

Mr. Prall reviewed his 2023 proposed Capital Budget.

He spoke to Council's Strategic Priority *Mobility & Infrastructure* and highlighted the following projects and costs slated for 2023:

- \$9,000,000 F ½ Parkway, Market Street to Patterson Road beginning of \$17M project (transportation bonds)
- \$3,525,000 Street Maintenance
- \$2,550,000 F <sup>1</sup>/<sub>2</sub> Parkway Three Arrows 23 <sup>1</sup>/<sub>2</sub> Road to 24 Road
- \$2,100,000 North Avenue Enhanced Transit Corridor
- \$1,500,000 Three Arrows Drainage Replacement
- \$900,000 Alley Improvement Districts; GJHS, Main St (\$300,000 assessment revenue)
- \$620,000 Quiet Zone Implementation

He presented a slide that represented the various proposed projects around the community that will be constructed with funds authorized by the voters through issuance of transportation bonds.

- I-70 Interchange at 29 Road and its partnerships that total \$2.4M 2022-2024 split with Mesa County.
- Safe Routes to School and Sidewalk Improvements \$600,000
- 4th-5th Street Implementation \$700,000 in 2023 (\$150,000 CDOT); \$3.35M 2024-2027
- Crosby Ave \$2,500,000, \$1,000,000 coming from CDOT
- Tour of the Moon: South Broadway Improvements \$300,000
- Highway 50 at Palmer Street \$461,500

# Capital - Parks and Recreation presented by Parks and Recreation Director Ken Sherbenou

Mr. Sherbenou reviewed the 2023 proposed Parks and Recreation Capital projects and stated that Parks and Recreation has \$3.7M worth of projects themed around taking care of what we have; some of the projects highlighted were:

City Council Workshop Summary October 17, 2022 - Page 4

- \$1,200,000 Canyon View Park Asphalt Parking Lot Renovations
- \$500,000 Trail Repairs (Parkland funded)
- \$400,000 5th Street Plaza Restrooms (DDA \$200,000)
- \$325,000 Lincoln Park Pool Replaster & \$50,000 Pool Boiler (CTF)
- \$130,000 Las Colonias River Park, Dog Park Shade Structures (Parkland)
- \$100,000 Emerson Park Destination Skate Park Design
- \$75,000 Water Conservation Projects Turf to Native

He also highlighted the Lincoln Park Pool renovations and how they align with Council's Strategic Plan Priority: Quality of Life.

- \$325,000 Pool Replaster
- \$50,000 Boiler Replacement

# Utilities Department - Water Services presented by Water Services Manager Mark Ritterbush

Mr. Ritterbush reviewed the 2023 proposed budget and Capital projects.

# Water System

Infrastructure Maintenance

- Distribution \$320,000
- Water Treatment Plant \$89,000

Support Managed Growth \$110,000

• 30 New Taps

Additional Staff to Improve Reliability and Enhance Sustainability

- Water Plan Operator
- Pipeline Maintenance Crew Leader
- Water Conservation Specialist

He stated maintenance of the City's water infrastructure assets is critical to delivering high quality, reliable drinking water. The Utilities' asset management program focus will be to increase preventative maintenance activities and reduce the amount of corrective or reactive maintenance activities that may cause an interruption to service such as a waterline break. The budget includes:

- \$50,000 for repair/replacement of chemical pumps, filters, and laboratory equipment.
- \$45,500 for a backup generator at the Kannah Creek water treatment plant to improve reliability and building improvements at both the Kannah Creek and Grand Junction water treatment plants to improve safety, security and energy conservation.

City Council Workshop Summary October 17, 2022 - Page 5

He addressed the following affordable water rates and how they promote water conservation.

- 2% rate increase on base rates (less than 3,000 gallons of water use per month)
- 7% is recommended for higher water usage tiers
- 5% for Bulk Water
- Ridges Irrigation 10% to Golf and 5% to residential.
- Plant investment fee
- Increase based on 3-year phase (2020-2022)
- \$180,000 for plant investment fees based on limited growth within the City water service area (34 new taps)
- \$165,000 for raw water sales at City Parks (flat rate of \$1.60/1,000 gallons)

His presentation covered water plant investment and tap fees, graywater control program fees, and City rates compared to Grand Junction area water rates.

He stated that the Utilities-Water Operating Budget is proposed at \$7M, and the Utilities-Irrigation Operating Budget is proposed at \$343,778.

Water Fund – Capital Improvement Plan totals \$3.7M. Highlighted projects:

- Condition Inspection of Lower Kannah Creek Flowline \$150,000
- Design of Kannah Creek Flowline (Reeder Mesa to Whitewater Creek) \$150,000
- Replacing remaining 7 miles of the Purdy Mesa flowline (7.0 miles)
- Replacement of 3 miles of Kannah Creek flowline between the Intake and Juniata Reservoir
- Intertie between Kannah Creek and Purdy Mesa Flowlines to improve reliability.
- Water Rights Infrastructure Development \$100,000
- Grand Mesa Reservoirs \$50,000
- Ranch Improvements/Sustainable Agriculture Plan \$200,000
- Carson Lake Dam Rehabilitation, \$500,000
- Grand Mesa Reservoir Improvements, \$280,000
- Improve flow capacity to the Dos Rios development
- Continue a lead service line replacement program. This program includes replacement of the municipal service line as well private service lines for properties that qualify for Community Development Block Grant (CDBG) funding.

Mr. Caton closed budget presentations outlining Next Steps.

- October 18th Joint Persigo Board Budget Meeting -
- October 31st Workshop 4 to 6 pm Sports Commission, Budget Discussions
- November 2nd First Public Presentation and Ordinance Reading
- December 7th Second Public Presentation and Ordinance Reading

# 2. City Council Communication

Staff will ask Grand Junction Economic Partnership to attend the Workshop on the 31<sup>st</sup>. Mayor Pro Tem Herman explained that he would not be at the October 31<sup>st</sup> workshop and ask several questions regarding budget line-item increases. All questions were answered by increases in personnel, expenses move from one department to another, and PTO buyouts.

Councilmember Simpson asked about Capital projects updates. He asked for a Capital Projects Update by the October 31<sup>st</sup> workshop. Staff stated they will make that available as soon as possible.

There was discussion about City Manager and City Attorney goals and reviews.

#### 3. Adjournment

There being no further business, the Workshop adjourned at 7:37 p.m.

# GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

# October 19, 2022

## Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 19<sup>th</sup> day of October 2022 at 5:30 p.m. Those present were Mayor Pro Tem Abe Herman, Councilmembers Chuck McDaniel (virtual), Phil Pe'a, Randall Reitz, Dennis Simpson, Rick Taggart, and Council President Anna Stout.

Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Amy Phillips, Records Manager Debbie Kemp, Water Services Manager Mark Ritterbush, Community Development Director Tamra Allen, Visit Grand Junction Director Elizabeth Fogarty, Senior Planner Daniella Acosta, Principal Planner David Thornton, and Housing Manager Ashley Chambers.

Council President Stout called the meeting to order, and Girl Scout Troop 16210 led the Pledge of Allegiance, followed by a moment of silence.

#### **Presentations**

# City of Grand Junction 1<sup>st</sup> Place Water Taste Test Award – Rocky Mountain Section of American Water Works Association

City Manager Caton expressed appreciation for all the City employees and their service to the community. He introduced Water Services Manager Mark Ritterbush to talk about the Water Taste Test Award.

Mark Ritterbush presented Council with the 1<sup>st</sup> place plaque that was awarded to the City last month by the Rocky Mountain Section of American Water Works Association for the water taste test contest. Mark lauded the employees for entering the City's water into the contest and expressed appreciation for what they do to keep the water standard to high levels. The award shows that the City is doing things right when it comes to water.

# 2022 American Planning Association (APA) Colorado Chapter - Innovative Partnerships and Collaborations Merit Award for RIVERFront at Dos Rios

Community Development Director Tamra Allen presented the plaque to City Council that was awarded by the American Planning Association (APA) Colorado Chapter for the Innovative Partnerships and Collaborations Merit Award for RIVERFront at Dos Rios. She explained the award process, the history of the Dos Rios property, and the project, which has been very collaborative.

# Colorado Governor's Tourism Conference, Outstanding Marketing Program Award - Visit Grand Junction, the City of Grand Junction's Destination Marketing Organization

Visit Grand Junction Director Elizabeth Fogarty presented the plaque to City Council that was awarded at the Colorado Governor's Tourism Conference for the Outstanding Marketing Program Award to Visit Grand Junction, the City of Grand Junction's Destination Marketing Organization. She spoke of the commercials that were produced and how the community was very involved. She thanked the community, staff, and the Council for all their dedication to the City.

# **Proclamations**

# **Proclaiming October 2022 as National Arts and Humanities Month in the City of Grand Junction**

Councilmember Reitz read the proclamation and Chair of the Commission on Arts and Culture Sara Meredith-Dishong accepted the proclamation.

#### **Appointments**

#### To the Historic Preservation Board

Mayor Pro Tem Herman moved and Councilmember Pe'a seconded to appoint Christine Noel to the Historic Preservation Board to a four-year term expiring December 2026. Motion carried by unanimous voice vote.

#### Citizen Comments

Bruce Lohmiller asked for funding from the City for the Day Center, extending the hours using Colorado Mesa University volunteers to staff it and suggested that the City purchase the facility and have it open 24 hours a day, seven days a week. He also mentioned the American Rescue Plan Act Committee meetings.

#### City Manager Report

City Manager Caton had no report.

# Council Reports

Councilmember Pe'a recognized Visit Grand Junction Director Elizabeth Fogarty for her great leadership.

Mayor Pro Tem Herman gave a report on the Urban Trails Committee meeting, stated the Downtown Development Authority has a new Chair and Vice-Chair, the Grand Junction Economic Partnership received a \$10,000 grant to create a promotional video for Las Colonias and the Opportunity Zone in Grand Junction, and that they have a lot of prospects in the pipeline.

Councilmember Reitz reported his parents and wife are in the audience.

Councilmember Taggart said how important it is to acknowledge the Lions Club and their vision for Dos Rios and Watson Island and their effort for cleaning up that area. He reported on the Las Colonias Development Corporation and the Grand Junction Regional Airport Authority meetings.

Council President Stout attended a Colorado Municipal League (CML) Policy Committee meeting on the upcoming legislation. The City of Grand Junction presented a proposal for how the City can take leadership on promoting legislation statewide for funding for childcare providers and facilities. She will also attend a CML Mayors Summit.

# CONSENT AGENDA

Mayor Pro Tem Herman moved and Councilmember Reitz seconded to adopt Consent Agenda items #1 - #3. Motion carried by unanimous voice vote.

# 1. Approval of Minutes

- a. Summary of the October 3, 2022 Workshop
- b. Minutes of the October 5, 2022 Regular Meeting

# 2. Procurements

- a. Purchase of New Flow Equalization Basin Aerators for Persigo Wastewater Treatment Plant (WWTP)
- b. Authorize Contract for Construction of 2022 Safe Routes to School Project on Elm Avenue
- c. Authorize Contract for Construction of Redlands Parkway Shoreline Amenities and Bank Stabilization

# 3. Resolutions

a. A Resolution Supporting the Application for the FY22-23 Peace Officer Mental Health Grant

# REGULAR AGENDA

# An Ordinance Rezoning 0.21 Acres from R-16 (Residential 16 du/ac) to MXR-3 (Mixed Use Residential-3, Low Intensity), Located at 1313 Bunting Avenue

The Applicant, CS Assets, LLC, requested the rezone to form a district to provide additional flexibility in the bulk standards, thus allowing more compact residential development and pedestrian-oriented urban design in an area prioritized by the 2020 Comprehensive Plan for urban infill. The requested MXR-3 form district conforms with the Comprehensive Plan Land Use Map designation of Residential High.

Senior Planner Daniella Acosta presented this item.

Tracy States, River City Consultants, representing the applicant, spoke about the proposed project and was available to answer any questions.

The public hearing was opened at 6:15 p.m.

There were no public comments.

The public hearing was closed at 6:15 p.m.

Councilmember Reitz moved and Councilmember Pe'a seconded to adopt Ordinance No. 5102, an ordinance rezoning one parcel totaling 0.21 acres from R-16 (Residential 16 du/ac) to MXR-3 (Mixed Use Residential, Low Intensity) located at 1313 Bunting Avenue on final passage and ordered final publication in pamphlet form. Motion passed unanimously by roll call vote.

# An Ordinance Rezoning 0.920 Acres from C-2 (General Commercial) to C-1 (Light Commercial), Located at 609 24 Road

The applicant, M&G, LLC, requested the rezone to expand the potential for mixed-use development on the parcel, allowing the construction of a ground-floor medical office with either multifamily units or a live-work unit above.

The requested C-1 zone district conforms with the Comprehensive Plan Land Use Map designation of Commercial. The C-1 zone district is appropriate for the development of retail and commercial development along arterials, as well as permits multifamily development by right, which the C-2 zone district prohibits.

Senior Planner Daniella Acosta presented this item.

Peter Icenogle, Architect with Blythe Group, working with the applicant, stated he was available for any questions.

The public hearing was opened at 6:23 p.m.

There were no public comments.

The public hearing was closed at 6:23 p.m.

Councilmember Reitz moved and Councilmember Simpson seconded to adopt Ordinance No. 5103, an ordinance rezoning one parcel totaling 0.920 acres from C-2 (General Commercial) to C-1 (Light Commercial) located at 609 24 Road on final passage and ordered final publication in pamphlet form. Motion passed unanimously by roll call vote.

# <u>A Resolution Accepting the Petition for the Annexation of 27.83 Acres of Land</u> and Ordnances Annexing and Zoning the C <sup>1</sup>/<sub>2</sub> Road Gravel Pit Annexation to CSR (Community Services and Recreation), Located at 2855 C <sup>1</sup>/<sub>2</sub> Road

The Applicant, M & D Enterprises, LLC requested a zone of annexation to CSR (Community Services and Recreation) for the C ½ Road Gravel Pit Annexation. The approximately 27.83 acres consists of one parcel of land located at 2855 C ½ Road. The property is undeveloped.

The property is Annexable Development per the Persigo Agreement. Annexation is being sought in anticipation of developing a gravel pit. The proposed zone district of CSR is consistent with the Residential Medium (5.5 to 12 du/ac) Land Use category of the Comprehensive Plan.

Principal Planner David Thornton presented this item.

Ben Fox, Austin Civil Group, Inc., representing the applicant, was present to answer any questions. He stated that they are currently looking at the conditions for a Conditional Use Permit (CUP) and are looking at a proposed 10-year gravel extraction operation with two years to reclaim that land.

Items discussed were the contiguous requirement on the north boundary, the trail easement and if the applicant agrees to the trail, the reason why the Persigo Agreement requires annexation, the expense to the City, and the reclamation plan.

The public hearing was opened at 6:54 p.m.

Glen Bishard, lives west of the subject property, expressed opposition to the annexation and zoning request.

The public hearing was closed at 6:58 P.M.

Conversation resumed regarding if the annexation would trigger improvements to C <sup>1</sup>/<sub>2</sub> Road and who would be responsible for the cost, the greater need for a housing development versus a gravel pit, the increased cost for gravel, sand, etc., noise and dust mitigation, what development CSR zoning allows, the timeline for the trail project, RSF-R zoning surrounds the property, the effects a gravel pit may have on the neighboring properties, and the definition of commercial mineral deposits.

Mayor Pro Tem Herman moved and Councilmember Pea seconded to adopt Resolution No. 80-22, a resolution accepting a petition to the City Council for the annexation of lands to the City of Grand Junction, Colorado, the C  $\frac{1}{2}$  Road Gravel Pit Annexation, approximately 27.83 acres, located at 2855 C  $\frac{1}{2}$  Road. Motion passed 6 to 1 by roll call vote with Councilmember McDaniel voting no.

Mayor Pro Tem Herman moved and Councilmember Pe's seconded to adopt Ordinance No. 5104, an ordinance annexing territory to the City of Grand Junction, Colorado, C  $\frac{1}{2}$  Road Gravel Pit Annexation, approximately 27.83 acres, located at 2855 C  $\frac{1}{2}$  Road, on final passage and ordered final publication in pamphlet form. Motion passed 5 to 2 by roll call vote with Councilmembers McDaniel and Simpson voting no.

Councilmember Pe'a moved and Mayor Pro Tem Herman seconded to adopt Ordinance No. 5105, and ordinance zoning the C ½ Road Gravel Pit Annexation to CSR (Community Services and Recreation) zone district, from Mesa County RSF-R (Residential Single Family Rural) on final passage and ordered final publication in pamphlet form. Motion passed 4 to 3 by roll call vote with Councilmembers McDaniel, Simpson, and Taggart voting no.

# An Ordinance Creating the Housing Advisory Board (Continued from September 21, 2022)

The Housing Advisory Board ("Board" or "HAB") is being proposed in response to a generalized shortage of affordable housing in Grand Junction. The proposed purpose of the HAB includes advising on housing issues, strategies, goals, and policies in the City, studying and recommending to the City Council long and short-range goals for developing affordable and attainable/workforce housing, and studying and recommending ordinances, funding, and programs to address recognized and anticipated housing needs.

Ashley Chambers, Housing Manager, presented this item.

There was discussion concerning changes to the proposed ordinance and the need for a Housing Advisory Board at this time.

The public hearing was opened at 7:46 p.m.

There were no public comments.

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

Mayor Pro Tem Herman moved and Councilmember Reitz seconded to adopt Ordinance No. 5097, an ordinance creating the Housing Advisory Board with the amendments discussed and in the record on final passage and ordered final publication in pamphlet form.

There was further discussion concerning the need for a Housing Advisory Board, concern about the power this board may have, and if an ad-hoc board would be better.

The motion failed 4 to 3 by roll call vote with Councilmembers McDaniel, Pe'a, Simpson, and Taggart voting no.

# A Resolution Approving By-Laws of the Grand Junction Housing Advisory Board (Continued from September 21, 2022)

This item was not discussed nor considered since the Ordinance to create a Grand Junction Housing Advisory Board failed.

# An Ordinance Approving Loans from the Colorado Water Conservation Board to Finance Improvements to the City's Water System; Authorizing the Form and Execution of Loan Contracts and Promissory Notes to Evidence Such Loans and Security Agreements

This item is regarding loan agreements with the Colorado Water Conservation Board (CWCB) for Carson Dam, Kannah Creek and Purdy Mesa Flowlines.

City Attorney John Shaver presented this item.

The public hearing was opened at 7:53 p.m.

There were no public comments.

The public hearing was closed at 7:53 p.m.

Councilmember Simpson moved and Councilmember Pe'a seconded to adopt Ordinance No. 5106, an ordinance approving loans from the Colorado Water Conservation Board to finance improvements to the City's Water System; authorizing the form and execution of loan contracts and promissory notes to evidence such loans and security agreements on final passage and ordered final publication in pamphlet form. The motion passed unanimously by roll call vote.

## An Ordinance Amending Chapter 2. Section 20.040(d) of the Grand Junction Municipal Code Relating to Municipal Campaign Finance

The proposed ordinance would amend the Grand Junction Municipal Code to limit campaign contributions, including contributions in-kind, by one person in a particular election cycle to one candidate and/or candidate committee(s) in an aggregate amount of \$625. The \$625 amount is the current individual limit for a campaign contribution to a Colorado gubernatorial candidate.

City Attorney John Shaver presented this item.

There was discussion regarding this only affecting candidates and candidate committees for City Elections, the difference between the allowable State contribution limits and the proposed limits for the City, where this recommendation to change the limits came from, several cities have their own limits, discussing this subject at a workshop, why not look at limiting independent expenditure committees, the limits being very reasonable, a candidate may still participate in their candidacy without limits applying, moving forward with this item and addressing additional items related to this at a workshop.

The public hearing was opened at 8:13 p.m.

There were no comments.

The public hearing was closed at 8:13 p.m.

Mayor Pro Tem Herman moved and Councilmember Pe'a seconded to adopt Ordinance No. 5107, an ordinance amending Chapter 2 Section 20.040(D) of the Grand Junction Municipal Code relating to municipal campaign finance on final passage and ordered final publication in pamphlet form. Motion passed 4 to 3 by roll call vote with Councilmembers Pe'a, Reitz, and Taggart voting no.

#### Non-Scheduled Citizens & Visitors

Eric Ward talked about a committee he is on who sponsored a young man who put together a half hour movie called "The Relentless Climb". He invited everyone to support the committee and young people on November 4, 2022 at 6:00 p.m. at the Harry Butler Room at the R-5 High School. It is a kickoff to what they do for the community.

# Other Business

There was none.

# <u>Adjournment</u>

The meeting adjourned at 8:16 p.m.



Amy Phillips, CMC City Clerk



# **Grand Junction City Council**

# **Regular Session**

Item #2.a.i.

Meeting Date: November 2, 2022

Presented By: Ken Sherbenou, Parks and Recreation Director

**Department:** Parks and Recreation

Submitted By: John Shaver

# Information

#### SUBJECT:

Introduction of an Ordinance Regarding the Baseball Lease and Management Agreement Transfer for Suplizio Field to Future Legends, LLC and Setting a Public Hearing for November 16, 2022

#### **RECOMMENDATION:**

Approve Ordinance \_\_\_\_\_ on first reading, pass for publication in pamphlet form and set a public hearing for November 16, 2022.

# EXECUTIVE SUMMARY:

The City has been notified that the Grand Junction Rockies (GJR LLC) sold its interests in the Grand Junction Rockies minor league baseball club to Future Legends LLC. Future Legends LLC acquired the equity, stock, or assets of GJR LLC and, pursuant to the Agreement, assumed, and has represented to the City, that it will honor GJR LLC's obligations arising out of and under the Agreement. By and with this Ordinance, the City Council acknowledges the Agreement and transfers the Agreement to Future Legends LLC and substitutes Future Legends LLC for GJR LLC.

# **BACKGROUND OR DETAILED INFORMATION:**

Since November 15, 2011, GJR LLC has contracted with the City for certain use and management of Suplizio Field, the clubhouse and ancillary facilities for the Grand Junction Rockies minor league baseball club ("Club"). The 15-year lease and management services agreement, as amended, ("Agreement") is the subject of this Ordinance. A copy of the Agreement is attached. The City has had a long and good relationship with GJR LLC.

Suplizio Field experiences a high level of usage, from Colorado Mesa University

baseball, School District 51 baseball, the Junior College World Series (JUCO) and the Grand Junction Rockies. The Grand Junction Rockies schedule fits well with the other uses. For example, the season begins on the road while JUCO is happening, and then the Grand Junction Rockies play throughout the summer months when these other activities have been completed for the year. The presence of the team helps promote Grand Junction as a baseball town and destination, thereby driving interest, attendance and economic activity. The Stadium renovation completed earlier this year has also provided sizable benefits to all users of Suplizio Field,

In September 2022, GJR LLC notified the City that it had sold its interests in the Club to Future Legends LLC. Future Legends LLC acquired the equity, stock, or assets of GJR LLC and, pursuant to the Agreement, assumed, and has represented to the City, that it will honor GJR LLC's obligations arising out of and under the Agreement. By and with this Ordinance, the City Council acknowledges the Agreement and transfers the Agreement to Future Legends LLC and substitutes Future Legends LLC for GJR LLC. The sale of the team is an opportunity for the ball club to continue to evolve.

Notwithstanding its intention to be bound to the Agreement, Future Legends LLC and the City recognize and agree that the Agreement needs to be amended to reflect, among other matters, whether the conduct of baseball operations by Future Legends LLC will be under/subject to Major League Baseball (MLB) standards as the Agreement presently requires, to recognize that renovations required by the lease have been performed, and to address other operational considerations that both the City and Future Legends may benefit from making.

# FISCAL IMPACT:

There is no fiscal impact from approval of the Ordinance. The terms of the lease and management agreement are as specified in the agreements.

# **SUGGESTED MOTION:**

I move to introduce an ordinance regarding the Baseball Lease and Management Agreement Transfer for Suplizio Field to Future Legends, LLC and set a public hearing for November 16, 2022.

# **Attachments**

1. DRAFT - Lease and Management Agreement City and GJR LLC

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, AUTHORIZING AND SUBSTITUTING THE LEASE AND MANAGEMENT AGREEMENT BY AND BETWEEN THE CITY AND GJR LLC TO FUTURE LEGENDS LLC FOR USE OF THE PREMISES COMMONLY KNOWN AS SUPLIZIO FIELD AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

# Recitals:

The City of Grand Junction (City) owns the stadium and sports complex commonly known as Suplizio Field and Stocker Stadium. Since November 15, 2011, GJR LLC has contracted with the City for certain use and management of Suplizio Field, the clubhouse and ancillary facilities for the Grand Junction Rockies minor league baseball club ("Club"). The 15-year lease and management services agreement, as amended, ("Agreement") is the subject of this Ordinance. A copy of the Agreement is attached.

The City has had a long and good relationship with GJR LLC. In September 2022 GJR LLC notified the City that it had sold its interests in the Club to Future Legends LLC. Future Legends LLC acquired the equity, stock, or assets of GJR LLC and pursuant to the Agreement assumed, and has represented to the City, that it will honor GJR LLC's obligations arising out of and under the Agreement.

By and with this Ordinance the City Council acknowledges the Agreement and transfers the Agreement to Future Legends LLC and substitutes Future Legends LLC for GJR LLC.

Notwithstanding its intention to be bound to the Agreement, Future legends LLC and the City recognize and agree that the Agreement needs to be amended to reflect, among other matters, whether the conduct of baseball operations by Future Legends LLC will be under/subject to Major League Baseball (MLB) standards as the Agreement presently requires, to recognize that renovations required by the lease have been performed, and to address other operational considerations that both the City and Future Legends may benefit from making.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby transfers, authorizes, and substitutes Future Legends LLC for GJR LLC in the Agreement as amended; and,

2. All actions heretofore taken by the officers, employees and agents of the City relating to the Agreement as amended for the lease and management activities pertaining to the use(s) provided in the Agreement as amended and as described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,

3. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, negotiation of replacement terms and/or amendments to the Agreement as amended to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication in pamphlet form and setting a hearing for \_\_\_\_\_ 2022, this 2<sup>ND</sup> of November 2022 by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this <u>day of November 2022</u>.

Anna M. Stout President of the City Council

Attest:

Amy Phillips City Clerk

### First Amendment to the Minor League Baseball Lease Agreement Between the City of Grand Junction, Colorado and GJR, LLC

This First Amendment ("First Amendment") to the Lease Agreement is effective the 30<sup>th</sup> day of June, 2012, by and between the City of Grand Junction, Colorado, ("City"), and GJR, LLC, a Colorado limited liability company ("Club").

WHEREAS, City and Club are parties to a Lease Agreement dated as of November 15, 2011 ("Lease Agreement"), and.

WHEREAS, the City and Club desire to modify the Lease Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the sufficiency of which is acknowledged and supports the making of this First Amendment, the City and the Club agree as follows:

1) The above recitals are incorporated herein and deemed a part of this First Amendment. Capitalized terms used but not otherwise defined are used as defined in the Lease Agreement.

2) Section 3. b. regarding Annual Rent is hereby deleted.

3) Section 3.e. is hereby amended as follows:

*(*)

"The initial payment, annual facility payment, field usage fees and Spectator Fees payable by the Club to Grand Junction Baseball Committee, Inc. and to the City as provided in this First Amendment, the Lease Agreement and any further Amendment(s) thereto are in full consideration of the Club's use of the Leased Premises under this Lease Agreement."

"Except for the payment of the initial payment, Annual Facility Payment, field usage fees and Spectator Fees, no other rent, fees, costs, expenses or charges shall be payable by Club to Grand Junction Baseball Committee, Inc. or to City or charged to Club by, through or at the direction of City in connection with this Lease Agreement or Club's use of the Leased Premises hereunder."

4) Section 3. f. is hereby added as follows:

"Section 3.f. <u>Annual Facility Payment.</u> Club shall pay to Grand Junction Baseball Committee, Inc. twenty-five thousand dollars (\$25,000.00) annually on or before July 1<sup>st</sup> of each year of the lease term. The City shall have the remedies provided in the Lease Agreement in the event of the Club's default on its obligation to pay the Annual Facility Payment to Grand Junction Baseball Committee, Inc."

4) Except as amended by this First Amendment, all the terms, conditions and covenants of the Lease Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this First Amendment and the Lease Agreement shall be governed by this First Amendment. Notwithstanding anything to the contrary in the Lease Agreement, as amended by this First Amendment, shall be governed by and subject to the laws of the State of Colorado (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Colorado. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Lease Agreement, as amended by this First Amendment, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

5) This First Amendment to the Lease Agreement is also expressly contingent on the ratification, confirmation and consent of this First Amendment by the City Council of City and the execution and delivery of this First Amendment by the City.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment to the Lease Agreement effective as of the day and year first above written.

Attest:

havie hun By:



City of Grand Jungtion, Colorado ("City")
By:
(Rich/Englehavt City Manager
GJR, LLC ("Club")
By: Michael P. Baker
Manager

\* \* \*

# STATE OF COLORADO ) ) ss. COUNTY OF MESA )

The foregoing instrument was acknowledged before me this  $21^{st}$  day of 2012, by Rich Englehart, the City Manager of the City of Grand Junction, Colorado, a Colorado municipal corporation, on behalf of said Colorado municipal corporation.

Notary Public



STATE OF COLORADO ) ) ss. COUNTY OF ARAPAHOE)

z instrument was acknowledged before me this 1/4/ day of

The foregoing instrument was acknowledged before me this <u>//</u> day of <u>lititude</u>, 2012, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.

Notary Public



# **Execution Copy**

# MINOR LEAGUE BASEBALL LEASE AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION, COLORADO AND GJR, LLC

#### Grand Junction, Colorado Minor League Baseball Lease Table of Contents

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#### Grand Junction, Colorado Minor League Baseball Lease Agreement

This Lease Agreement is made and entered on the <u>15</u> day of September, 2011, by and between the City of Grand Junction, Colorado, ("City"), and GJR, LLC, a Colorado limited liability company ("Club").

WHEREAS, the Club desires to relocate its Pioneer Baseball League minor league baseball club to Grand Junction, Colorado and lease the baseball field known as "Suplizio Field," as well as related grounds and facilities adjacent thereto.

WHEREAS, the City has determined that it is advantageous to City to lease the baseball field, and related grounds and facilities to the Club.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth below, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged by the parties, the City and the Club agree:

Leased Premises. The City hereby leases to the Club the Leased 1. Premises (as defined below) on the terms and conditions of this Lease Agreement. For purposes of this Lease Agreement, (a) "Leased Premises" means (i) the real property legally described on Exhibit A and all physical improvements thereto and structures thereon, including, without limitation, the Stadium (as defined below), walkways, parking areas (including the parking lot next to Clubhouse (as defined below) and public parking lot beyond main entrance, which public lot shall be non-exclusive to Club), and all other appurtenances and improvements made to or existing on the Leased Premises during the term of this Lease Agreement, and (ii) all rights, privileges and improvements as described or set forth in this Lease Agreement, (b) "Stadium" means the baseball stadium (currently known as "Suplizio Field"), and the Clubhouse; administrative and storage areas; playing and practice fields; batting cages and tunnels, bullpen pitching mounds; warm-up areas; newly constructed hospitality suite; press box; scoreboard; stadium visual, sound and public address systems; concession facilities; box office facilities at the main entrance; and all ancillary structures, improvements and related grounds situated upon the Leased Premises. Additionally, the Stadium shall include space on the 12<sup>th</sup> Street and North Avenue marquee for Club to display identifying signage, but Club acknowledges that the entire marquee is not exclusive to it/for its use. Similarly, the Club shall have the right to place identifying signage at the main pedestrain entrance to the Stadium. Club shall pay for the cost of any such signage. The style and size of the signs shall be controlled by the applicable code(s), law, rule(s) and regulations. "Clubhouse" means the renovated clubhouse building, which will include office facilities for the Club, and home Club and visitor clubhouses, as contemplated by Section 5 below.

Club shall have the right pursuant to Section 4 below to use the Leased Premises during each Baseball Season (as defined in Section 4) during the term of this Lease Agreement. During each Baseball Season (and additionally during each non-Baseball Season with respect to the Club offices and storage areas), Club shall have the right to have and to hold the Leased Premises and all rights, privileges, easements and appurtenances belonging thereto. The rights and privileges granted by the City to the Club shall include, without limitation, all rights to possess, control, use, and operate the Leased Premises (and, notwithstanding anything to the contrary contained herein, permit Club's designees (including, without limitation, concessionaires, broadcasters and other third parties)), and further shall include such rights of way, utility easements, rights to post and display advertising and signage within the Stadium and/or the Leased Premises (but not on the exterior walls and/or projecting over the height of the applicable portion of the Stadium and/or Leased Premises), all without restriction by City ordinance or regulation, and such other access and use rights as needed for operation of the Leased Premises as a professional sports and/or entertainment venue.

The Club shall negotiate a separate agreement with JUCO regarding certain outfield fence signage.

The City reserves the right of entry to the Leased Premises, for purposes of repair and maintenance of utilities and facilities that are the City's responsibility under this Lease Agreement and will give 8 hours advance notice of access whenever possible (no notice is required in case of emergencies), with an exception to the notice provision for cleaning crews. Except in emergencies, the City agrees to refrain from exercising such access rights during times the Stadium is in use for the Club's baseball games, and to otherwise limit its exercise of access rights to prevent disruption of the contemplated uses of the Leased Premises.

2. Term. The term of this Lease Agreement shall be a 15-year occupancy period commencing at 12:01 A.M., January 1, 2012, with three (3) five (5) year extension periods at the Club's option, subject to the terms and conditions set forth below. This term may be shortened or extended pursuant to Sections 17 and 18 below.

# 3. Payments to City.

a. <u>Initial Payment</u>. Club shall pay to the City One Hundred Thousand Dollars (\$100,000) on or before December 1, 2011.

b. <u>Annual Rent</u>. Club shall pay City rent annually on or before July 1<sup>st</sup> of each year in the amount of Twenty-Five Thousand Dollars (\$25,000).

c. <u>Field Usage Fee</u>. Club shall pay City a per game usage fee for each game played at the Stadium as follows:

<u>Years</u>	Per Home Game
2012-2016	\$500
2017-2021	\$600
2022-2026	\$700

Such fees shall be due on the 15<sup>th</sup> day of the month following the month in which the games are played.

If the Club elects to extend this Lease Agreement pursuant to Section 17, the per game usage fee shall be adjusted as follows:

<u>Years</u>	Per Home Game
2027-2031	\$800
2032-2036	\$900
2037-2041	\$1,000

d. <u>Spectator Fee</u>. For each ticket sold as an Advance Ticket Sale (defined below), Club shall pay to the City a "Spectator Fee" of \$.50 per ticket sold by Club. For each ticket sold as a Box Office Ticket Sale (defined below), Club shall pay to the City a Spectator Fee of \$1.25 per ticket sold by Club.

"Advance Ticket Sale" shall mean any game ticket sold before the entrance gates are opened to allow spectators to enter the Stadium for the game for which the ticket is sold. Any ticket sold for a day's game after the entrance gates are opened for such game shall be considered a "Box Office Ticket Sale."

The Club shall be allowed to issue up to fifty (50) complimentary tickets ("Comp. Tickets") to each game, which shall not be subject to the Spectator Fee. However, it is agreed that the Club shall not issue such Comp. Tickets to any Club sponsor pursuant to a sponsorship agreement that includes a ticket element, but rather will allocate an amount from such sponsorship agreement equal to the face value of the tickets at the price sold to the general public for the game and section in which the Sponsor is allotted seats and Club will pay the City a Spectator Fee of \$.50 on such tickets. Further, the Club may contribute or charge no more than \$1 per ticket to charitable groups (those who are Section 501(c)(3) organizations under the Internal Revenue Code, as amended (e.g., Boys and Girls Club)), and such tickets shall be exempt from the Spectator Fee and will not be considered Comp Tickets.

Spectator Fees shall be remitted by Club to the City on or before 15 days following the last home game of the Baseball Season for each respective year.

If Club elects any of the options to extend this Lease Agreement pursuant to Section 17, in such option years the Spectator Fee for Advance Ticket Sales shall remain at \$.50 per ticket and the Spectator Fee for Box Office Ticket Sales shall be increased to \$1.50 per ticket.

e. <u>Full Consideration: No Other Charges or Payments</u>. The initial payment, annual rent, field usage fees and Spectator Fees payable by Club to the City are in full consideration of the Club's use of the Leased Premises under this Lease Agreement.

Except for the payment of the initial payment, annual rent, field usage fees and Spectator Fees, no other rent, fees, costs, expenses or charges shall be payable by Club to City or charged to Club by, through or at the direction of City in connection with this Lease Agreement or Club's use of the Leased Premises hereunder.

#### 4. Use of Premises.

Baseball Season Exclusive Use. During the term of this Lease a. Agreement, the Club shall have the right during each Baseball Season to the exclusive use, possession, operation and control of all areas of the Leased Premises, except as provided in Section 6 below, including all of the Stadium's facilities, for (i) practicing and playing professional baseball games involving Club's team, and conducting related activities, (ii) conducting baseball events not involving Club's team or conducting non-baseball events, all as determined by Club ("Ancillary Events"), and (iii) conducting advertising and promotional activities in conjunction therewith. "Baseball Season" means, as to each calendar year of the term of this Lease Agreement, the regular annual period of play of professional baseball games and related activities by the Club at the Leased Premises for the minor league baseball league in which the Club's team is then a member (which is currently the Pioneer Baseball League and whose season currently runs from mid-June through the beginning of September), including any and all pre-season practice games, regular season games, exhibition games (no more than two (2) per season), post-season "playoff" games, and all "all star" games. If the Baseball Season for a year were to change during the term of this Lease Agreement such that it would interfere with the annual JUCO tournament held each year on the Leased Premises during a two-week period during the last week of May and the first week of June, then the Club shall have the responsibility to coordinate with the respective minor league baseball authorities to schedule its home games so as not to play any game at the Stadium during the one-week time period of the JUCO tournament. Further, if a scheduled Club game should conflict with a Colorado Mesa University ("University") and/or School District 51 ("District") home football game in September of any year, the Club will be responsible for coordinating with the University and/or the District to resolve such conflict (which may include but not be limited to playing an afternoon or evening baseball game, sharing the Stadium facilities or the rescheduling of game(s)). Notwithstanding the above exclusivities, the City shall have the right on any non-game day (day or night) to host events at the Stadium facilities, including but not limited to the hospitality suite, restrooms and concessions upon reasonable advance notice to the Club. Such use shall be considered a City Event (as defined in and governed by Section 4.g.).

> b. <u>Year Round Exclusive Use</u>. During the term of this Lease Agreement, the Club also shall have year-round exclusive use of (i) the Club administrative offices and storage areas located in the Clubhouse, and (ii) five (5) parking spaces as designated by Club in the parking lot adjacent to the Clubhouse.

### c. <u>Advertising, Promotions and Signage</u>.

i. <u>Generally</u>. At the beginning of each Baseball Season, the Leased Premises must be delivered to Club free of all advertising/promotional signage not approved by Club. In the event the Leased Premises cannot be delivered "clean," the City will cover advertising/promotional signage as directed by Club. During each Baseball Season, the Club shall at all times exclusively control advertising, promotions and signage for the Leased Premises, subject only to any separate agreement between JUCO and Club. Notwithstanding the foregoing, stadium signage identifying the name of the Stadium as "Suplizio Field" is permitted.

ii. <u>Naming Rights</u>. City shall retain the naming rights to the Stadium, which name is currently "Suplizio Field". City may change the name of the Stadium to a non-commercial name at its discretion . As part of Club's advertising, promotional and signage rights, during the Baseball Seasons, Club shall have the naming rights with respect to all component parts and areas of the Stadium and Leased Premises (including without limitation, the Clubhouse, seating areas, party decks, entrance portals and bullpen areas, etc.). If in the exercise of such rights, the Club modifies, removes, covers or otherwise damages existing signage, it will restore or replace such existing signage to its original condition at Club's expense at the end of any Baseball Season during which signage is modified, removed, covered or damaged.

d. <u>Club Revenues</u>. All revenues from Club's activities at the Leased Premises, including, without limitation, from baseball games and Ancillary Events, from all sources whatsoever, including, without limitation, ticket sales (subject to payment to City of the Spectator Fee pursuant to Section 3.e.); suite rentals; commissions and royalties; vending; beer, alcohol and beverage sales; advertising, sponsorships, promotions and signage; broadcast, media and programming rights; and merchandise, novelty and retail sales, shall be retained solely by the Club.

e. <u>Alcoholic Beverages</u>. City shall secure a license for the sale of alcoholic beverages (including, without limitation, beer, wine and distilled spirits) that may be sold and otherwise distributed and consumed at the Leased Premises during the term of this Lease Agreement. Club or its concessionaire (as designated by Club) shall be permitted to sell alcoholic beverages at the Leased Premises pursuant to the terms and conditions of the Management Services Agreement attached hereto as <u>Exhibit B</u>. Alternatively, the Club, at its sole option, may obtain such a license (or utilize a concessionaire with such a license) for such sales.

f. <u>Ancillary Event Expenses</u>. Notwithstanding Section 3(e) above, if the Club conducts any Ancillary Events at the Leased Premises, Club shall pay to the City the documented direct incremental out of pocket costs actually incurred by City in connection with such Ancillary Events.

g. <u>City Events</u>. If City desires to hold an event(s) at the Leased Premises during a Baseball Season (a "City Event"), the City shall provide reasonable advance written notice to the Club of the proposed City Event (including a description of such event, its date and time and the facilities to which the City requires access) to allow the Club to object to such City Event if the preparation, the event itself or the clean-up/teardown will interfere with the Club's activities at the Leased Premises. Neither a City Event nor any activities with respect thereto may occur on a game day unless consented to in writing by Club, or be of such type or nature that could be expected to cause any damage to the Playing Field. The Club agrees to cooperate with the City when a unique or occasional City Event requires use of the Leased Premises.

Unless otherwise set forth in a written agreement between Club and City with respect to a City Event, the following terms and conditions shall apply: (i) City shall be entitled to all revenues with respect to such City Event, (ii) City shall be responsible for all costs, expenses, liabilities and obligations with respect to such City Event, and shall indemnify, defend and hold Club harmless with respect to the City Event, the conduct thereof, and all costs, expenses, claims, liabilities and obligations with respect to the City Event, the City Event, (iii) the City Event and the conduct thereof shall not interfere in any manner with Club's activities at the Leased Premises, including, without limitation, any baseball games or practices, (iv) the City Event shall not damage the playing surface of the Stadium, and (vi) City shall ensure that the Leased Premises meet the standards required by this Lease Agreement when the City Event is concluded.

5. Renovation of Leased Premises. Other than the Initial Payment, the City agrees at no cost or expense to the Club to expand and renovate the existing Clubhouse to (i) meet or exceed the minor league baseball standards attached hereto as Exhibit C, (ii) be in accordance with the plans agreed upon by the Club and the City, and (iii) comply with all applicable laws, rules and regulations (including, without limitation, issuance of a certificate of occupancy for the Clubhouse). Renovations shall include, without limitation, enlarging the existing Clubhouse, construction of offices for the Club and a fenced player's entrance from the Clubhouse to the playing field pursuant to the plans to be mutually agreed upon, and ice machine, two training tables, lockers (for home & visiting clubhouses and coaches locker room), carpet and stools (one for each locker). Club shall provide any additional equipment it deems necessary for the Clubhouse or the training rooms; the use of such equipment shall be exclusive to the Club. Further, Club shall provide furnishings and equipment for its offices for which it has exclusive use. Such renovations shall begin promptly after the last Colorado Mesa University home football game and shall be completed on or before June 1, 2012, with emphasis on finishing the Club's office space before such date to the extent practicable. It is understood that Club's obligations under this Agreement shall not apply until the Clubhouse renovations are completed in accordance with this Section 5; provided, however, if certain parts of the Clubhouse are ready for occupancy prior to others, the Club may elect to take early occupancy of such areas, although possession of such areas by the Club shall not constitute the Club's acceptance of the condition of the Clubhouse. City acknowledges that its covenant to have the Clubhouse renovations completed by June 1, 2012 is of great importance to Club, and that in the event the

Clubhouse renovations are not substantially completed by June 1, 2012, Club will suffer damages, the actual amount of which would be impractical or extremely difficult to determine, that the liquidated damages amounts set forth below are reasonable pre-estimates of what the Club's monetary damages would be in the event the Clubhouse renovations are not timely completed, and that it is the parties' mutual intention that City provide Club with liquidated damages to compensate Club if the Clubhouse renovation were not timely completed, rather than penalties to deter City from breaching this Lease Agreement and/or to punish City. Therefore, in the event the Clubhouse renovations are not substantially completed as required by this Section 5, (a) Club may suspend its performance of this Lease Agreement until the Clubhouse renovations are substantially completed and (b) City agrees to pay Club as liquidated damages an amount of \$500 per scheduled Club home game for each Club home game for which the Clubhouse renovations are not substantially completed. It is specifically understood by and between the parties that if the Clubhouse renovations are not timely completed. Club shall have the right to schedule its activities or events at another location and the Club's obligations pursuant to this Agreement shall be abated and suspended during such interruption. The foregoing remedy shall not be exclusive of any other right or remedy of Club hereunder, at law or in equity. For purposes of this Section 5, "substantially completed" means all work has been performed in accordance with the plans approved by Club, except for minor punch list work that does not materially impair beneficial use and occupancy, and the City has issued a certificate of occupancy.

6. Parking. During the Baseball Season, (a) the parking lot adjacent to the Clubhouse shall be exclusively available to Club at all times, and (b) the public parking lot that is a part of the Leased Premises shall be available to the Club for a period of two hours before a scheduled game or Ancillary Event and one hour thereafter, with the Club acknowledging such use is not exclusive to Club as this parking lot is also used by other visitors to Lincoln Park. Such parking in the public parking lot will be conducted in accordance with reasonable rules and regulations now or hereinafter established by City. The Club shall not charge for parking in the public parking lot.

# 7. City Responsibilities.

a. <u>Generally</u>. During the term of this Lease Agreement, the City shall, at its expense, furnish and satisfy the following:

i. Structural maintenance and repairs (including replacement when needed) to the Leased Premises;

ii. Maintenance and repairs (including replacement when needed) of the Leased Premises, including, without limitation, mechanical equipment, roofing, security lighting, security systems, plumbing, electrical systems, heating, air conditioning, areas/surface of the concourse, playing field surfaces, playing field lights, stadium seats, fencing and parking areas/surfaces; iii. Such capital repairs, improvements or enhancements as requested by the Club that the City deems are reasonable, necessary, and commensurate with City's overall financial condition and ability;

iv. Any property taxes, special assessments or other taxes, levies or collections made against the land, improvements, the Leased Premises, this Lease Agreement or the rents payable under this Lease Agreement;

v. Removal and disposal of collected rubbish, trash, and garbage;

vi. Water, for drinking, irrigation and all other Leased Premises uses, and all sanitary and storm sewer services.

vii. Maintenance and cleanup of the Leased Premises, including the preparation of the playing field for each baseball game, as well as maintenance and cleanup of the Stadium grounds and parking areas within the Leased Premises after all baseball games. Maintenance shall include, but not be limited to, leveling and grooming of the playing field, fence repairs, plumbing, electrical systems, restrooms and supplies, and providing infield tarpaulins;

viii. All utilities used for Leased Premises operations by the Club shall be provided by the City, except for electricity, water, and gas in the Clubhouse which shall be paid by the City to the applicable utility provider, but shall be separately metered and paid by the Club to the City (subject to proration of costs to the City for other non-Club users of the Clubhouse which prorated amounts will be collected by City from such users);

ix. All concessions equipment;

x. Routine maintenance and custodial work of the Leased Premises (including the Clubhouse and all concession areas in the Stadium), as well as repairs to mechanical equipment, including routine filter changes. However, it is agreed that the Club will be responsible for custodial services on the inside of the concession sales areas and the hospitality suite. It is agreed that the Club shall have the use of furnishings and equipment to be provided by City in the Clubhouse, and that ordinary maintenance and repair of said furnishings and/or equipment to keep them in good and presentable condition shall be the responsibility of the City.

b. <u>Clean-up of Stadium</u>. Without limiting the generality of Section 7(a) above, the City shall, at its expense, clean the Leased Premises and keep it in an orderly condition including:

i. Providing personnel and supplies for clean-up of field, seating stands, concession areas, restrooms, and grounds;

ii. Cleaning and routine maintenance of stadium seats;

## iii. Removing refuse from the field; and

iv. Collection of rubbish, trash, and garbage within the Stadium, Stadium grounds, playing field and the parking areas of the Leased Premises.

c. <u>Leased Premises Criteria</u>. Notwithstanding anything to the contrary contained in this Lease Agreement, the City shall, at its expense, repair, maintain and upgrade the Leased Premises (including, without limitation, causing the replacement of existing items) in order to keep the Leased Premises in first class order and condition, and in conformity with all applicable laws, rules and regulations, and all applicable minor league baseball rules and regulations, and shall include replacement of components whenever needed to maintain the foregoing standards.

## 8. Club Alterations, Additions, and Improvements.

a. <u>Generally</u>. The Club, at its own risk and expense, may make alterations, additions, and improvements to the Leased Premises, provided that the plans and specifications for any modifications shall first be submitted to and approved in writing by the City. The Club shall not be responsible for submitting plans and specifications for modifications of a nature so minor that no plans or specifications are usually required. Any permanent additions, improvements, or fixtures made, installed, or affixed to the Leased Premises by the Club that are done in such manner as not to be removable without material, physical damage to the Leased Premises, shall become the property of the City.

b. <u>Club Property</u>. Any additions, improvements or fixtures that are made, installed or affixed to the Leased Premises by the Club in such manner as to be removable without material physical damage to the premises, and all trade fixtures, machinery, scoreboards, videoboards, video and sound systems and other personal property or equipment installed by the Club, shall be and remain the property of the Club and may be removed or replaced by the Club at any time during the term of the Lease Agreement and at Club's option may be removed at its expiration or termination. Any damage to the Leased Premises in the course of such removal shall be repaired by the Club at its own cost and expense. Any personal property or equipment or Tenant's Property as defined in Section 13 below not so removed upon expiration or termination of this Lease Agreement shall become the property of the City.

c. <u>Expiration of Lease Agreement</u>. Upon the expiration or termination of this Lease Agreement, except as otherwise provided in this Lease Agreement, all permanent or fixed asset repairs, alterations, additions or improvements made by the Club to any structure on the Leased Premises shall become the property of the City without further action or payment on its part.

9. Image License. City hereby grants an unlimited, non-exclusive and nonroyalty bearing right and license in favor of Club and its designees, acting individually or

collectively, to use the Leased Premises images, representations, likenesses, names and logos, in commercial and noncommercial contexts, in any media or manner (whether now existing or hereafter created), throughout the world, for purposes of, without limitation, merchandising, identifying the location of, and marketing and promoting, the Club's respective games, events, programs and all other activities permitted by this Lease Agreement. All such uses by Club shall be in good taste and shall not damage the reputation of the City.

10. No Joint Venture. This Lease Agreement does not create the relationship of principal and agent or of partnership or of joint venture, the sole relationship between the City and the Club being that of landlord and tenant. No party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other.

11. Damage to Premises. If the Leased Premises, or any portion thereof or improvements thereto, are damaged by fire, flood or other casualty that can be repaired or rebuilt within sixty (60) days from the happening of said damage, the Club shall not have the right to terminate this Lease Agreement, but shall as soon as reasonably possible after such damage has been repaired continue its operation of the Leased Premises subject to the provisions of this Lease Agreement. If the Leased Premises or any portion thereof are damaged or destroyed by fire, flood or other casualty so that the Club cannot conduct its business, and if the premises cannot be repaired or rebuilt within sixty (60) days from the happening of said damage or destruction, the Club may, at its option, terminate this Lease Agreement by written notice to City. Upon such termination by the Club, it shall immediately surrender said premises, paying such amounts as may be due to the time of the damage or destruction and thereafter have no rights or obligations under this Lease Agreement. During any period when the Club is not able to use the Leased Premises due to damage or destruction, it shall have the right to abate its payment as otherwise due under Section 3 above.

12. Indemnification. To the extent not prohibited by applicable law, each party shall indemnify, defend, and hold the other party, its affiliates, owners, officers, directors, members, managers, agents and employees harmless from and against any and all third party liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) ("Liabilities") resulting from the negligent or tortious act, error or omission of the indemnifying party (including its employees, contractors, subcontractors or other representatives), except to the extent the indemnified party owes the indemnifying party indemnity hereunder.

In addition to the foregoing indemnity, to the extent not prohibited by applicable law, the City shall indemnify, defend, and hold the Club, its affiliates, owners, officers, directors, members, managers, agents and employees harmless from and against any Liabilities with respect to the presence of any pollutant, toxic or hazardous waste or any other material the release or disposal of which is regulated by any law, regulation, ordinance or code (including, without limitation, asbestos, urea-formaldehyde foam insulation, PCBs, radon and petroleum-based fuel tanks) (collectively, "Hazardous Substances") on, in, under or otherwise relating to the Leased Premises or any portion thereof, except that the City shall not be responsible for any Hazardous Substances released or disposed of by the Club at the Leased Premises.

The indemnification obligations of the City as set forth in this Section 12 shall be in contract, not in tort, and the City relinquishes and waives any rights it may have under any statutory or common law governmental tort claim limitation, sovereign immunity or other similar defense it might raise with respect to this contractual indemnity obligation to the Club. The City does not waive any sovereign immunity or similar defense it might raise with respect to tort liability asserted against the City by a third party.

To the extent the City does not satisfy any amount for which an indemnification would be due under the preceding paragraph, the Club shall be entitled to set off and reduce its rents and other amounts payable under this Lease Agreement by such amounts.

The indemnification granted by each party in this Section 12 shall be subject to the waivers contained in Section 14(e) below. These indemnification obligations shall survive the termination or expiration of this Lease Agreement.

## 13. Tenant's Property.

a. <u>Generally</u>. The following property (collectively, "Tenant's Property"), whether or not located in or on the Leased Premises, does not constitute a portion of the Leased Premises and, notwithstanding any other provision of this Lease Agreement shall at all times during and after the term of this Lease Agreement be the property of the Club unless after termination it is left in place by the Club pursuant to Section 8(b), above:

i. All items of personal property, equipment and fixtures in, on or about the Leased Premises, and whether or however attached to the Leased Premises, at any time that are necessary, incidental or convenient to the business from time to time conducted by Club at the Leased Premises, including, without limitation, baseball practice or playing equipment, exercise equipment, kitchen equipment and furnishings, work stations, portable or movable partitions, receptionist desks, millwork, credenzas, computer installations (including computers, computer hardware, raised flooring, freestanding supplemental air conditioning or cooling systems therefor), communications systems and equipment, safes, bulletin boards, book shelves and file cabinets, but excluding central HVAC and other building systems (other than telecommunications equipment, which shall be deemed the personal property of the Club), walls (other than demountable walls or partitions), doors, trim, floor and wall coverings, ceiling lights and tile, window shades and the like;

ii. All furniture, inventory, machinery, racking, shelving, and other

personal property;

iii. Any personal property and equipment which is either not owned by the Club or the City or is on consignment to the Club, including any personal property owned by the Club's, subtenant's, employees or invitees;

- iv. All signs and other forms of business identification; and
- v. Any other items of personal property whatsoever.

b. <u>Club Removal</u>. The Club shall have the right in its sole and absolute discretion from time to time to install, alter, remove and/or replace such Tenant's Property as it shall deem to be useful or desirable in connection with its business in the Leased Premises. Club will repair any damage caused by the Club's (or its designee's) removal of any fixture that is Tenant's property. The Club further shall have the right to enter into such agreements and assignments with respect to the Tenant's Property as the Club in its sole discretion shall deem advisable, including financing and similar arrangements.

## 14. Insurance.

a. <u>Liability Insurance</u>. Both the City and Club shall, at its own expense, procure and at all times during the term of this Lease Agreement, maintain with insurance underwriters authorized to do business in the State of Colorado, reasonably satisfactory to the other party, commercial general liability insurance, including bodily injury and property damage coverage that shall name the other party as an additional insured and shall have limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and \$1,000,000 aggregate for products and completed operations. Such insurance shall be secured on an occurrence basis and not on a claims-made basis and shall include coverage for premises and operations, independent contractors and products-completed operations.

b. <u>Workers Compensation Insurance</u>. Both City and the Club shall purchase and maintain worker's compensation insurance during the term of this Lease Agreement. The worker's compensation insurance shall cover the State of Colorado's statutory requirements and also provide \$500,000 of employer's liability.

c. <u>Liquor Liability Insurance</u>. The Club shall purchase and maintain during the term of this Lease Agreement while alcoholic beverages are being sold or served by or on behalf of Club, or require any third-party vendor that it hires to sell or serve alcohol on its behalf to purchase and maintain, liquor liability (<u>i.e.</u>, dram shop) insurance that shall have limits of liability of not less than \$1,000,000 bodily injury to one person and \$2,000,000 bodily injury for multiple occurrences.

d. <u>Property Insurance</u>.

i. <u>City</u>. The City shall purchase and maintain all-risk property insurance on the building and structures of the Leased Premises, which shall include all

perils, including flood, which insurance shall be for the full replacement cost of such buildings and structures, and the deductible ("Deductible Amount") for which shall not exceed \$250,000.00. City represents that it is and will be self-insured up to the Deductible Amount during the term of this Lease Agreement. For purposes of this Section 14(d), additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Leased Premises and installed by the Club shall be covered by the all-risk property insurance policy maintained by the City, even though such items may be removed by the Club at the expiration or termination of this Lease Agreement.

ii. <u>Club</u>. The Club shall be responsible for the purchase and maintenance of such liability and property insurance as it elects to maintain covering its personal property in and on the Leased Premises.

e. <u>Waiver of Subrogation</u>. Notwithstanding any other provision in this Lease Agreement to the contrary, the City and the Club each hereby releases the other party from any and all liability or responsibility to such party or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Leased Premises, the Club's property on the Leased Premises, to the Stadium, or to property located thereon, resulting from any occurrence covered by property insurance or coverable by property damage insurance policies required to be maintained hereunder by such party, even if such occurrence shall have been caused by the fault or tortious act or omission of the other party or anyone for whom the other party may be responsible. Each of the City and the Club agrees that its policies will include such a clause or endorsement permitting such waiver, but the failure to obtain such a clause or endorsement shall not negate the waiver provided in this Section.

f. <u>Insurance Certificates</u>.

i. <u>By Club</u>. Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming City as an additional insured on the general liability policy and shall be delivered to City by the Club within 30 days after full execution of this Lease Agreement and thereafter annually by the Club during the term of this Lease Agreement.

ii. <u>By City</u>. Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming the Club as an additional insured on the general liability policy and shall be delivered to the Club by the City within 30 days after full execution of this Lease Agreement and thereafter annually by the City during the term of this Lease Agreement.

15. Taxes. During the term of this Lease Agreement, the Club shall be responsible for payment of all property taxes on its personal property located on the Leased Premises, and the City shall be responsible for payment of all real estate and/or real property taxes and special assessments assessed against the Leased Premises (except for any

possessory interest tax on the Club for the leasehold under this Lease Agreement). City and the Club agree there is no intent to establish a tax liability on either party. If a tax liability not presently foreseeable, other than the personal property taxes, real property taxes, possessory interest tax, income taxes and special assessments as allocated elsewhere in this Lease Agreement, accrues to either party by virtue of this Lease Agreement, the parties agree to negotiate in good faith to adjust the rents payable under this Lease Agreement to accommodate the economic effect of such unforeseen and unallocated tax. Possessory interest taxes on the Lease Agreement shall be assessed and collected by the State or County in accordance with applicable Colorado law; however, the City shall not directly impose a possessory interest tax on the Club during the term of this Lease Agreement.

16. Surrender of Leased Premises at Termination. The Club agrees that upon the expiration or termination of this Lease Agreement, it will surrender, yield up and deliver the Leased Premises including the Club improvements left in place, if any, in clean condition and free of debris.

17. Option to Renew. The Club shall have three (3) options to extend this Lease Agreement for five (5) years, each under the same terms and conditions of this Lease Agreement as then in effect at the time of renewal. The Club may exercise such options by giving written notice to City of extension on or before January 1<sup>st</sup> of the year in which the then applicable initial or renewal term expires. A renewal term will be from January 1 through December 31 of the fifth year of the renewal period.

# **18.** Termination of Lease.

a. <u>Generally</u>. This Lease Agreement shall expire on its own terms as of the end of the initial term of this Lease (December 31, 2026) or at the end of any applicable renewal term (if Club exercises an option to renew as stated in Section 17 above), unless this Lease Agreement is terminated earlier pursuant to this Section 18.

b. <u>Termination by City</u>. City shall have the right to terminate this Lease Agreement upon default in payment of rental or upon any other material breach by the Club of this Lease Agreement; provided, however, before any such termination shall become effective, the City shall give the Club written notice specifying in reasonable detail the default or material breach and stating that this Lease Agreement will be terminated sixty (60) days after the giving of such notice, unless such default or material breach is remedied within such cure period.

# c. <u>Termination by Club</u>.

i. <u>Sale or Assignment</u>. The Club shall have the right to terminate this Lease Agreement at any time upon written notice given by the Club to the City at least sixty (60) days in advance of the effective date of termination in the event the City sells or attempts to sell the Leased Premises or assigns or attempts to assign this Lease Agreement to a third-party, including without limitation, another governmental body, private, public or quasi-public agency, corporation or other third person; it being the intent of the parties that the Club's relationship to the City as the landlord is an essential term of this Lease Agreement.

ii. <u>Breach: Self-Help</u>. The Club shall have the right to terminate this Lease Agreement upon any material breach by the City of this Lease Agreement; provided, however, before any such termination shall become effective, the Club shall give the City written notice specifying in reasonable detail the default or material breach and stating that this Lease Agreement will be terminated sixty (60) days after the giving of such notice, unless such default or material breach is remedied within such cure period. Notwithstanding the foregoing, in lieu of exercising its right of termination, if City is in breach of this Lease Agreement (including if Club has good cause for taking action prior to expiration of City's cure period), Club may, but shall not be required to, perform the breached obligation and to enter the Leased Premises as appropriate in connection therewith, and the amount of the expense thereof shall be immediately payable by City and may be offset against amounts due to City hereunder; however the making of such payment or the doing of such act by Club shall not operate to cure such default or to estop Club from the pursuit of any other remedy to which Club would otherwise be entitled.

iii. <u>Damage</u>. The Club shall have the right to terminate this Lease Agreement upon damage or destruction of the Leased Premises pursuant to Section 11 above.

19. Continuation of Professional Baseball. To provide adequate assurances to the City that the Club will maintain a professional baseball team in Grand Junction, Colorado operating from the Leased Premises, the Club agrees that during the initial term of this Lease Agreement that if the Club terminates this Lease Agreement without grounds for early termination as provided in Section 18(c) above for the purposes of relocating its minor league baseball franchise and Club does not rescind its termination, then in lieu of any obligations it may have under applicable law and this Lease Agreement, Club shall pay to City as Club's sole and exclusive liability with respect to such termination an amount equal to \$100,000; provided, however, such obligation shall be reduced by \$25,000 cumulatively at the end of each of years 2023, 2024, 2025, 2026.

### 20. Notices.

All notices required to be given hereunder by the Club to the City shall be in writing, sent by United States Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the City as follows:

The City of Grand Junction Attn: Laurie M. Kadrich City Manager 250 North 5<sup>th</sup> Street Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction Attn: John Shaver City Attorney 250 North 5<sup>th</sup> Street Grand Junction, Colorado 81501

All notices required to be given by the City to the Club shall be in writing, sent by U.S. Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the Club as follows:

> GJR, LLC Attention: Michael P. Baker Manager 7400 E. Crestline Circle, Suite 200 Greenwood Village, CO 80111-3653

with a copy to:

Harold R. Roth General Counsel c/o Colorado Rockies Baseball Club, Ltd. 2001 Blake Street Denver, CO 80205

A party may change its address and/or designees for notices and copies by giving written notice to the other party specifying the change and its effective date.

21. Assignment. Neither of the parties may assign, sublease, transfer, pledge, mortgage, encumber nor convey any or all of its rights, duties or obligations hereunder without the prior written consent of the other party hereto. Notwithstanding the foregoing or anything to the contrary in this Lease Agreement, Club may (without obtaining the City's consent), but only upon giving thirty (30) days notice to the City prior to the effectiveness of an applicable transaction, transfer, sublet or assign all or a part of the Club's interest in this Lease Agreement to any affiliate, subsidiary or parent of the Club, or to the surviving entity in a statutory merger or reorganization of the Club, or to any entity which purchases substantially all of the equity, stock or assets of the Club, or to any entity that acquires a direct or indirect controlling interest in the Club, provided the assignee in any

such event agrees to assume and honor the Club's obligations hereunder during the term of the Lease Agreement. Further, Club may make a collateral assignment of its interests in this Agreement to a lender or lenders of Club without the consent of City.

#### 22. General Provisions:

a. <u>Headings</u>. The headings and titles to the sections of this Lease Agreement are not a part of this Lease Agreement and have no effect upon the construction or interpretation of any part of it.

b. <u>Time</u>. Time is of the essence in this Lease Agreement.

c. <u>Recordation</u>. Neither the City nor the Club will record this Lease Agreement without the prior written consent of the other party; provided however, upon the request of either the City or the Club, the parties will mutually execute and deliver a short form or memorandum of this Lease Agreement for recording purposes.

d. <u>Quiet Possession</u>. So long as the Club pays rent and observes and performs all of the covenants, conditions and provisions on the Club's part to be observed and performed hereunder, the City will deliver, secure and maintain quiet possession of the Leased Premises for the Club for the entire term of this Lease Agreement, including renewals, if any.

e. <u>Prior Agreements</u>. This Lease Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease Agreement and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. This Lease Agreement is not effective or binding on any party until fully executed by both parties.

f. <u>Inability to Perform</u>. This Lease Agreement and the obligations of the parties hereunder will not be affected or impaired because a party is unable to fulfill any of its obligations or furnish services and utilities hereunder or is delayed in doing so, if such inability or delay is caused by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, extreme weather, flood, governmental laws or regulations or governmental requests for the general public welfare, or other causes beyond the reasonable control of such party. During the time of such inability to perform, the delayed party shall not be deemed to be in breach of its obligations under this Lease Agreement; however, the delayed party shall give reasonably prompt notice to the other party of the occurrence causing such delay.

g. <u>Choice of Law/Personal Jurisdiction</u>. This Lease shall be governed by the laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts in Colorado for any action to enforce an arbitrator's award entered pursuant to this Agreement.

h. <u>Severability</u>. Any provisions of this Lease Agreement deemed to be invalid or unenforceable will in no way affect, impair or invalidate any other provision hereof and all other provisions will remain in full force and effect.

i. <u>Estoppel Certificate</u>. Each party will at any time, and from time to time, upon not less than ten (10) business days prior written notice from the other party execute, acknowledge and deliver to the other party a statement in writing, certifying as to the following: (i) whether this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease Agreement as modified, is in full force and effect), and the date to which the rent and other charges are paid in advance, if any, and whether more than one (1) month's rent has been paid in advance, (ii) acknowledging whether there are, to the best of the certifying party's knowledge, any uncured defaults on the part of the other party hereunder or specifying such defaults if any are claimed and (iii) such other matters requested by the other party. Any such statement may be relied upon by a prospective purchaser or encumbrances of all or any portion of the land of which the Leased Premises are a part.

j. <u>Negotiation; Arbitration</u>.

i. <u>Negotiated Resolution</u>. In any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties shall use commercially reasonable efforts to resolve the dispute amicably, through direct negotiation for a period of thirty (30) days from the date of notice of the controversy or claim. If such direct negotiation is futile or unsuccessful, any party may initiate formal arbitration under the provisions set forth below.

Arbitration. If any controversy or claim that arises between the ii. parties with respect to this Agreement and/or the relationship between the City as landlord and the Club as tenant is not resolved by direct negotiation between the parties pursuant to clause (i) above, the controversy or claim, except actions for any equitable relief (such as an injunction or an order for specific performance), shall be settled by arbitration administered by the American Arbitration Association ("AAA") (or such other private service as may be mutually agreed to by the parties) in accordance with the Commercial Arbitration Rules of the AAA or such other rules as may be adopted or as each rules may be modified by agreement among the parties), and judgment on the award rendered by the arbitrators may be entered in any court of applicable jurisdiction. Unless the parties otherwise agree, the place of arbitration shall be in the City and County of Denver, Colorado for an arbitration request filed by the City, and in Grand Junction, Colorado, for an arbitration request filed by the Club. Except as the parties may agree otherwise, any such binding arbitration shall be conducted before three arbitrators. Within 15 days after commencement of the arbitration, City shall select one arbitrator and Club shall select one arbitrator. The two selected arbitrators are to select a third neutral arbitrator within 15 days of the appointment of the last selected arbitrator. If the arbitrators selected by City and the Club are unable or fail to agree upon the third arbitrator, either City or Club may request the AAA to select the third arbitrator. Any arbitrators designated to act under this Agreement shall make their award in

strict conformity with said rules and this Agreement and shall have no power to depart from or change any of the provisions thereof, except as provided herein or as the parties may expressly agree otherwise in writing. The hearing will be commenced within 60 days of the selection of the arbitrator. Within 15 days following the closing of the hearing, a written award shall be made by the arbitrators and accompanied by findings of fact and conclusions of law, which shall be contemporaneously delivered to the arbitrating parties. The decision of the arbitrators shall be final and conclusive, and binding among the parties. In such arbitration, (A) the prevailing party will be entitled to recover their reasonable attorneys' fees and costs as set forth in Section 22(k) below, (B) the non-prevailing party will be responsible for the costs of arbitration (including, but not limited to the costs of the arbitrator and any arbitration fees), and (C) the laws of the State of Colorado shall be applied, without regard to conflicts of laws principles.

k. <u>Attorneys' Fees</u>. In any action or proceeding, including arbitration, arising out of this Lease Agreement and/or the relationship between the City as landlord and the Club as tenant, then notwithstanding anything to the contrary in the Commercial Arbitration Rules, the prevailing party shall be entitled to recover its expenses, attorneys' fees (including in-house counsel time) and costs from the non-prevailing party.

l. <u>Counterparts</u>. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

m. <u>No Dedication or Other Rights</u>. There are no intended third party beneficiaries to this Lease Agreement. The rights of occupancy and use described in this Lease Agreement are private rights granted to the Club. The parties expressly disclaim any intention to dedicate to public use the Stadium, the Leased Premises or any portion thereof or any extension thereto during the Baseball Seasons.

n. <u>The City's Representations and Covenants as Landlord</u>. Notwithstanding anything in this Lease Agreement apparently to the contrary, the City warrants, represents and covenants that:

i. <u>Legal Requirements</u>. The Stadium and Leased Premises are and shall continue to be in strict compliance, without "grandfathering" or similar variance, with any and all laws, regulations, ordinances and codes ("Legal Requirements") affecting the land, buildings or any other portion of the Leased Premises, except that the City shall not be in breach of this provision if non-compliance with Legal Requirements has been caused by the Club's negligence;

ii. <u>No Restrictions</u>. As of the date of this Lease Agreement and as of the date of occupancy of the Leased Premises by the Club, and throughout the term of this Lease Agreement there are not and shall not be any restrictions or covenants which would prohibit the Club from using the Leased Premises as contemplated by this Lease Agreement and exercising its rights hereunder. City further covenants not to enter into or enact any such restrictions, covenants or agreements during the term of this Lease Agreement. The Club acknowledges and agrees that the use of the Leased Premises by JUCO/Grand Junction Baseball Inc. for its baseball tournament and for tournament activities during a two-week period during the last week of May and the first week of June does not constitute a violation of these representations.

23. Subservience to Baseball Rules. Notwithstanding any other provision of this Lease Agreement, this Lease Agreement and its terms are subject and subservient to the following:

Subservience. This Lease Agreement and the rights, protections, and rights a. granted hereunder shall be subject to the approval of the Pioneer Baseball League, the President of Minor League Baseball, and the review of the Office of the Commissioner of Baseball and shall, in all respects, be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into, or amended from time to time (collectively, the "MiLB Documents"): (1) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Minor League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the MiLB Entities (defined below), either on its own behalf or on behalf of the Minor League Baseball Clubs and/or other MiLB Entities; (2) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MiLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (3) any present or future agreements or arrangements entered into by the Club with the other Minor League Baseball Clubs and/or one or more of the MiLB Entities or Major League Baseball (including, without limitation, the Professional Baseball Agreement ("PBA"), the National Association Agreement ("NAA"), the Major League Rules ("MLR"), the governing documents for the Club's League, each agency agreement and operating guidelines among the Minor League Baseball Clubs and a Minor or Major League Entity); and (4) any Rules issued or adopted either by the Commissioner of Baseball, the President of the National Association of Professional Baseball Leagues, Inc. or its Board of Trustees, the Pioneer Baseball League, or otherwise pursuant to applicable baseball rules. The Club and City shall each comply with all applicable terms, conditions and requirements contained in the MiLB Documents with respect to the subject matter of this Agreement except that the City cannot and does not agree in advance to make improvements to the facilities that are claimed to be required due to changes in MiLB Documents, rules or standards. MiLB Entities shall mean "The National Association of Professional Baseball Leagues, Inc. ("NAPBL"), Professional Baseball Promotion Corporation ("PBPC"), and each of their respective owners, affiliated companies, and all of their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns including, without limitation, independent contractors, if any, (collectively, the "MiLB Entities").

b. <u>Compliance</u>. The Club represents that as of the effective date of this Agreement, the terms of this Agreement comply with the requirements of the MiLB Documents and the Rules of the MiLB Entities. The Club shall notify the City as soon as reasonably possible of any changes in the terms of the MiLB Documents and/or the Rules of the MiLB Entities which would or could affect City's rights hereunder.

#### 24. Conditional Effectiveness.

a. This Lease Agreement is expressly contingent on the ratification, confirmation and consent by the City Council of City of, and the execution and delivery of, a First Amendment to the Ground and Improvement Lease Agreement, a First Amendment to Lease Purchase Agreement, an escrow agreement, each by and between [parties] and to be effective [date], which documents are required for the substitution of collateral by the City and/or the Grand Junction Public Finance Corporation. These matters shall be completed if at all by January 15, 2012 or at a later date mutually agreed to by GJR and the City. If any one or all of these matters are incomplete by such date, then this Lease Agreement shall be null, void and of no effect.

b. This Lease Agreement is also expressly contingent on the ratification, confirmation and consent of this Lease Agreement by the City Council of City and the execution and delivery of this Lease Agreement by the City. These matters shall be completed if at all by October 17, 2011 or at a later date mutually agreed to by GJR and the City. If any one or all of these matters is incomplete by such date, then this Lease Agreement shall be null, void and of no effect.

Signature page follows.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement effective as of the day and year first above written.

City of Grand Junction, Colorado ("City") Attest: By: By: Laurie M. Kadrich **City Manager** GJR, LLC\_("Club" By:

Michael P. Baker Manager

STATE OF COLORADO SS. COUNTY OFMESA

The foregoing instrument was acknowledged before me this  $15^{m}$  day of Nevenber, 2011, by Laurie M. Kadrich, the City Manager of the City of Grand Junction, Colorado, a Colorado municipal corporation, on behalf of said Colorado municipal corporation.

SARA GRAFF 44 Commission Hispires 14197192912 11/21/2012

STATE OF COLORADO SS. COUNTY OF ARAPAHOE) musa, se notary

The foregoing instrument was acknowledged before me this  $15^{14}$ day of NWember , 2011, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.

Sarah N Rublic Commission Expire: 11/21/2012

# Exhibit A

# Legal Description of Leased Premises

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Exhibit A

Legal Description of Leased Premises

Suplizio Field and clubhouse addressed as 1240 Gunnison Avenue, Grand Junction, CO 81501 and legally described as that portion of blocks 13 through 28 of Slocomb's addition and the NW4NW4 and North of Gunnison Avenue, section 13 1S 1W excluding North Avenue and 12<sup>th</sup> Street which includes Suplizio Field, clubhouse and parking as contemplated by the Lease.

# Exhibit B

# Liquor License Management Agreement

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#### MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "Agreement") is made and entered into as of *Output the A Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* and *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Services Agreement (this "Agreement")* and *Output Management Services Agreement (this "Agreement")* is made and entered into as of *Output Management Management Services Agreement (the services Agreement Management M* 

#### WITNESSETH

WHEREAS, the Licensee will be the holder of a certain Alcoholic Beverages Tavern License (the "Liquor License") issued by the Colorado Department of Revenue (the "Department") for Licensee's sports complex, which includes a baseball facility and baseball stadium currently known as "Suplizio Field," and a football facility and football stadium currently known as "Stocker Stadium," together with accompanying grounds, that have concession facilities, a press box, a hospitality suite and various other structures and improvements (the "Licensed Premises"); and

WHEREAS, the Manager has a lease to use the Licensed Premises during Baseball Seasons (as defined in Section 1.2 below) during the term of this Agreement, and is in the business of operating a minor league baseball team and providing concession services, which include the sale of alcoholic beverages; and

WHEREAS, Licensee desires to have Manager use its knowledge and experience to operate alcoholic beverage services on the Licensed Premises during the Baseball Season (the "Licensed Business"), and Manager desires to provide such Services, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Manager has the financial resources and experience necessary to ensure the successful operation of the Licensed Business; and

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the parties agree as follows:

#### ARTICLE I.

#### SCOPE OF SERVICES

Scope of Services. During each Baseball Season, Manager, subject to the review of 1.1 Licensee, will provide for the operation, management and provision of all alcoholic beverage services required for the Licensed Business at the Licensed Premises. Manager will provide such services during the Baseball Seasons during the term of this Agreement in accordance with the terms and conditions herein contained. It is expressly understood and agreed between the parties hereto, that Licensee, as the holder of the Liquor License, shall at all times have and maintain exclusive control of its business and occupancy of the Licensed Premises. Manager's operation of the Licensed Business shall be in compliance with requirements of applicable rules, regulations and laws of the City of Grand Junction, the State of Colorado and United States, including, without limitation, the Rules and Regulations of the Colorado Liquor and Tobacco Enforcement Division of the Colorado Department of Revenue ("the Enforcement Division") (all of the foregoing, collectively, "Applicable Laws"). Manager shall also serve food and nonalcoholic beverages in accordance with the Department's requirements for the Tavern License held by Licensee. At the start of each Baseball Season, Manager will provide Licensee with a copy of Manager's menu for the Licensed Premises.

1.2 "Baseball Season" means, as to each calendar year of the term of this Agreement, the regular annual period of play of professional baseball games and related activities by the Manager's team at the Leased Premises for the minor league baseball league in which the Manager's team is then a member (which is currently the Pioneer Baseball League and whose

#### Packet Page 59

season currently runs annually from mid-June through the beginning of September), including any and all pre-season practice games, regular season games, exhibition games (no more than two (2) per season), post-season "playoff" games, and all "all star" games.

#### ARTICLE II.

#### SERVICES OF MANAGER

2.1 <u>Management of Operation</u>. Manager will provide such management, supervisory, advisory, and administrative services as advisable and necessary to carry out the Licensed Business at the Licensed Premises. Such services will include negotiating contracts required in the ordinary course of business; providing advice on the sale and service of food, alcoholic beverages and nonalcoholic beverages; advising, supervising and consulting with Licensee regarding operational matters concerning food, alcoholic beverages and nonalcoholic beverages; and generally providing day-to-day supervision and direction for the operation of the Licensed Business.

2.2 <u>Alcoholic Beverage Services</u>. Guests at the Licensed Premises shall be encouraged by Manager to drink responsibly. Guests must be 21 years of age or older to purchase and consume alcohol. Proper identification is necessary to purchase any alcoholic beverages. All alcohol sales will conclude at the end of the 7<sup>th</sup> inning or sooner if Manager deems prudent. Guests will not be allowed to bring alcohol into or out of the Licensed Premises. Guests will not be permitted to enter the Licensed Premises if they appear intoxicated. Drunk and disorderly behavior and/or violation of any alcohol service policy, law rule or regulation will result in prompt ejection from the Licensed Premises, and further administrative action shall be taken by the Manager and/or Licensee if warranted. 2.3 **<u>Procurement</u>**. Manager will purchase all products, supplies, and outside services needed in the operation of the Licensed Business. Such items and services will be purchased from dependable suppliers taking into account the quality and quantity required for the Licensed Business.

#### 2.4 Personnel.

(a) Manager shall hire and employ in its own name the number of personnel required for the operation of the Licensed Business under this Agreement. Such personnel shall satisfy the requirements of Applicable Laws regarding the operation of alcoholic beverage services. Manager shall pay for all such personnel's salary, fringe benefits, workers' compensation, income tax withholding, insurance and any other obligations and expenses associated with employing such personnel including any and all related claims.

(b) Notwithstanding anything to the contrary herein, the sale and service of alcoholic beverages by the Manager shall be in compliance with Applicable Laws.

(c) Manager will train, supervise, direct, discipline, and, if necessary, discharge personnel working at the Licensed Business in accordance with Manager's personnel policies. All personnel directly or indirectly involved with the sale and service of alcoholic beverages will receive training in responsible alcoholic beverage services.

(d) Licensee shall be responsible for ensuring that the Liquor License remains valid, and in full force and effect at all times during the term of this Agreement. Licensee shall be responsible for the preparation of all renewal applications related to the Liquor License and Licensee shall be responsible for the timely filing of such renewal applications and any filing fees related thereto. Manager agrees to pay twenty-five percent (25%) of the annual renewal cost of the Liquor

License and twenty-five percent (25%) of the annual Occupational Tax generally assessed by Licensee.

2.5 <u>Books, Account, Records</u>. Manager shall maintain complete and accurate books of account, reflecting all sales, gross receipts and sales tax records of alcoholic beverage services hereunder. Manager will render to Licensee monthly statements of the alcoholic beverage services performed under this Agreement, on or before the fifteenth (15<sup>th</sup>) day of the following month. Manager shall maintain such books of account with respect to the alcoholic beverage services hereunder and shall permit Licensee to inspect and examine such books of account at such reasonable times as Licensee may request for the purpose of verifying and determining the correctness of Manager's payments to Licensee hereunder. Licensee will use its best efforts to exercise its inspection and examination rights in such manner that will not unreasonably disrupt the Licensed Business.

2.6 **Payment of Costs and Expenses.** Manager will promptly pay and discharge all the proper bills due and payable related to the Licensed Business.

#### **ARTICLE III.**

#### FINANCIAL ARRANGEMENTS

3.1 <u>Management Fee</u>. Manager shall be entitled to retain, as compensation for its services during the term of this Agreement, a Management Fee in an amount equal to 99% of the Adjusted Gross Receipts (as defined below) for each reporting period or portion thereof, during the term of this Agreement. Manager shall pay Licensee 1% of the Adjusted Gross Receipts (the "Licensee Payment").

As used in this Agreement, the following terms shall have the following meanings:

(a) "Gross Receipts" shall mean all gross receipts received by Manager or its designee from sales of alcoholic beverages by Manager at the Licensed Premises, whether such amounts are evidenced by cash, check, credit card or otherwise. Gross receipts shall be collected by Manager or its designee.

(b) "Adjusted Gross Receipts" shall mean the Gross Receipts in any reporting period less deductions for Federal, state and municipal excise, sales and taxes (whether paid or unpaid and due and owing) accruing during such reporting period with respect to the related Gross Receipts.

3.2 <u>Reporting and Payment</u>. Monthly Licensee Payments shall be paid by Manager to Licensee within fifteen (15) days following the end of each month during the term of this Agreement and shall be based on Adjusted Gross Receipts from the preceding month, which shall be reflected in the monthly statement provided by Manager under Section 2.5 above showing the Gross Receipts and adjusted Gross Receipts for the preceding month. The Management Fee shall be retained by Manager from the remaining Adjusted Gross Receipts.

#### ARTICLE IV.

#### TERM AND TERMINATION

4.1 <u>Term</u>. The term of this Agreement shall begin on the date of this Agreement and end at the end of the Baseball Season that is fifteen (15) years thereafter (i.e., the end of the 2026 Baseball Season) (the "Initial Term") unless sooner terminated pursuant to Section 4.2 below. If not terminated prior to or at the end of the Initial Term or renewal term then in effect, the term of this Agreement shall be renewed on the same terms as then in effect for three (3) consecutive and separate five (5) year extension periods at the option of the Manager, which renewal option(s) may be exercised by Manager providing written notice of extension to Licensee prior to the end of the Initial term or renewal term then in effect. Manager acknowledges and agrees that at times other than during the Baseball Season (or if during the Baseball Season, at the hospitality suite other than during games at the Licensed Premises), the Licensee or its designee(s) may provide alcoholic beverage services at the Licensed Premises, and Licensee and its designee(s) shall be fully liable and responsible therefor.

4.2 **Default: Termination.** If either party breaches any of its obligations under this Agreement and fails to fully cure or remedy such breach or failure within thirty (30) days after written notice from the non-breaching party specifying the nature of such failure, breach or default in reasonable detail, including the factual circumstances and the applicable sections of this Agreement alleged to be breached, the alleged breaching party shall be in default hereunder; provided that in the event that such breach is not capable of cure within such thirty (30)-day period, then, provided the breaching party has promptly commenced to cure such default within that period and is diligently pursuing the cure, the breaching party shall have an additional reasonable period of time to cure such default. In the event of any uncured default has a material adverse effect on the non-defaulting party, such non-defaulting party shall have the right to terminate this Agreement upon an additional thirty (30) days' written notice to the defaulting party.

#### 4.3 Suspension or Revocation of Liquor License.

(a) If the Liquor License is, through the actions, inactions, mismanagement or other cause attributable to the negligence, misconduct or omission of Manager, revoked either permanently or for a period in excess of seven (7) game days or fifteen (15) consecutive calendar days during any Baseball Season, whichever is greater, it shall be a default by Manager hereunder and Licensee shall be entitled to terminate this Agreement under Section 4.2, without regard to the

#### Packet Page 64

cure period referenced in Section 4.2. If the Liquor License is suspended for a period less than that specified in the preceding sentence, Manager shall promptly pay Licensee an amount reasonably equivalent to the Licensee Payments Licensee would have received from the sale of alcoholic beverages had Manager sold or served alcoholic beverages during the suspension period.

(b) If the Liquor License is, through the actions, inactions, mismanagement or other cause attributable to the negligence, misconduct or omission of Licensee, revoked either permanently or for a period in excess of seven (7) game days or fifteen (15) consecutive calendar days during any Baseball Season, whichever is greater, it shall be a default by Licensee hereunder and Manager shall be entitled to terminate this Agreement under Section 4.2, without regard to the cure period referenced in Section 4.2. If the Liquor License is suspended for a period less than that specified in the preceding sentence, Licensee shall promptly pay Manager an amount reasonably equivalent to the net amounts that would have been received by Manager from the sale of alcoholic beverages had Manager been able to sell or serve alcoholic beverages under the Liquor License.

#### ARTICLE V.

#### **INSURANCE**

5.1 <u>Liquor Liability Insurance</u>. The Manager shall purchase and maintain during the term of this Agreement, or require any third-party vendor that it hires to sell or serve alcohol on its behalf, to purchase and maintain, liquor liability (<u>i.e.</u>, dram shop) insurance that shall have limits of liability of not less than \$1,000,000 bodily injury to one person and \$2,000,000 bodily injury for multiple occurrences.

5.2 <u>Workers Compensation Insurance</u>. The Manager shall purchase and maintain worker's compensation insurance during the term of this Agreement. The worker's compensation insurance shall cover the State of Colorado's statutory requirements and also provide \$500,000 of employer's liability.

#### ARTICLE VI.

#### **INDEMNIFICATION**

6.1 <u>Manager's Indemnification</u>. Manager agrees that it will undertake to defend or cause to be defended any action brought against Licensee that is attributable to the negligence of Manager, its agents, servants or employees or attributable to the misconduct of the Licensed Business by Manager at the Licensed Premises, including without limitation any alleged violations of Applicable Laws by Manager or its affiliates, including without limitation any such laws related to the sale or service of alcoholic beverages, in each case without cost to the Licensee and that it will pay any judgment resulting from any such actions or proceedings.

6.2 Licensee's Indemnification. Licensee agrees that it will undertake to defend or cause to be defended any action brought against Manager that is attributable to the negligence of Licensee, its agents (other than Manager), servants or employees or attributable to the misconduct of the business of Licensee and its affiliates at the Licensed Premises, including without limitation any alleged violations of Applicable Laws by Licensee or its affiliates, in each case without cost to Manager and that it will pay any judgment resulting from any such actions or proceedings.

#### ARTICLE VII.

#### **MISCELLANEOUS**

7.1 <u>Consent</u>. Except as herein otherwise provided, whenever in the Agreement the consent or approval of Licensee or Manager is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Such consent shall also be in writing only and shall be duly executed by an authorized officer or agent of the party granting such consent of approval.

7.2 <u>Notices.</u> All notices required to be given hereunder by the Manager to the Licensee shall be in writing, sent by United States Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the Licensee as follows:

> The City of Grand Junction Attn: Laurie M. Kadrich City Manager 250 North 5<sup>th</sup> Street Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction Attn: John Shaver City Attorney 250 North 5<sup>th</sup> Street Grand Junction, Colorado 81501

All notices required to be given by the Licensee to the Manager shall be in

writing, sent by U.S. Mail, first class postage prepaid, or by a commercially recognized

overnight carrier such as UPS or Federal Express, and addressed to the Manager as follows:

GJR, LLC Attention: Michael P. Baker Manager 7400 E. Crestline Circle, Suite 200 Greenwood Village, CO 80111-3653

with a copy to:

Harold R. Roth General Counsel c/o Colorado Rockies Baseball Club, Ltd. 2001 Blake Street Denver, CO 80205

A party may change its address and/or designees for notices and copies by giving written notice to the other party specifying the change and its effective date.

7.3 <u>No Partnership</u>. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Licensee, its successors or assigns, on the one part, and Manager, its successors or assigns, on the other part.

7.4 <u>Modification</u>. This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

7.5 **No-Third Party Beneficiary.** The parties acknowledge and agree that there are no third party beneficiaries of this Agreement.

7.6 <u>Assignment</u>. Manager may, without obtaining the Licensee's consent, but only upon giving thirty (30) days notice to the Licensee prior to the effectiveness of an applicable transaction, transfer, sublet or assign all or a part of the Manager's interest in this Agreement to any affiliate, subsidiary or parent of the Manager, or to the surviving entity in a statutory merger or reorganization of the Manager, or to any entity which purchases substantially all of the equity, stock or assets of the Manager, or to any entity that acquires a direct or indirect controlling

#### Packet Page 68

interest in the Manager, provided the assignee in any such event agrees to assume and honor the Manager's obligations hereunder during the term of the Agreement. Further, Manager may make a collateral assignment of its interests in this Agreement to a lender or lenders of Manager without the consent of Licensee. Manager may, with the consent of Licensee which shall not be unreasonably withheld, assign this Agreement (including all of Manager's rights and obligations hereunder) to a third-party vendor (i.e., a concessionaire), who shall then be the substituted Manager for all purposes of this Agreement.

7.7 Notwithstanding any other provision of this Agreement, neither party shall be entitled to special, incidental or consequential damages as a result of the other party's breach of this Agreement.

7.8 Owner and Manager shall cooperate in good faith to carry out the intent of the parties as closely as possible in the event there is not a specific requirement and/or representation concerning a particular matter specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Attest:

Bv:



LICENSEE: **City of Grand Junction** Laurie M. Kadrich

City Manager

**MANAGER:** GJR, LLC By:

Michael P. Baker Manager

STATE OF COLORADO )

) ss.

) ss.

company, on behalf of said Colorado limited liability company.

)

COUNTY OFMESA

STATE OF COLORADO

The foregoing instrument was acknowledged before me this  $15^{1/4}$  day of <u>NIVEMPER</u>, 2011, by Laurie M. Kadrich, the City Manager of the City of Grand Junction, Colorado, a Colorado municipal corporation, on behalf of said Colorado municipal corporation.

Publi SARAH GRAFF My Commission Expires 11/21/2012

COUNTY OF ARAPAHOE ) MESH & notwal The foregoing instrument was acknowledged before me this <u>15<sup>th</sup></u> day of <u>Navence</u>, 2011, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability

6tary Public Ν



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Exhibit A

# Liquor License

[See Attached]

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# THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (11/23/11)

# STATE OF COLORADO DEPARTMENT OF REVENUE

Liquor Enforcement Division 1881 Pierce Street, Suite 108 Lakewood, Colorado 80214

CITY OF GRAND JUNCTION LINCOLN PARK SPORTS COMPLEX 1307 NORTH AVE GRAND JUNCTION CO 81501

# ALCOHOL BEVERAGE LICENSE

	Llability Information							
Account Number		County	City	Indust.	Туре	Liability Date	LICENSE EXPIRES AT MIDNIGHT	
43-02111-0000		08	018	722410	G	042712	APR 26, 2013	
Туре	Name and Description of License							Fee
2010	TAVERN LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS							\$75.00
2180	CITY 8	85 PERCENT OAP FEE						\$425.00
				نېژې کې د. چېښا چې کې کې		TC	TAL FEE(S)	\$500.00

This license is issued subject to the laws of the State of Colorado and especially under the provision of Title 12, Articles 46 or 47, CRS 1973; as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Questions concerning this license should be addressed to the Department of Revenue, Liquor Enforcement Division, 1375 Sherman Street, Denver, CO 80261.

In testimony whereof, I have hereunto set my hand on 4/27/12 RLE

Surmania

**Division Director** 

Barbarn Joshe

Executive Director

THE LICENSE EXPIRES APRIL 26, 2013

License Fee \$75.00

# STATE OF COLORADO

BY AUTHORITY OF THE CITY COUNCIL.

## RETAIL LIQUOR LICENSE

### FOR TAVERN TO SELL AT RETAIL ALCOHOL BEVERAGES

This is to Certify that CITY OF GRAND JUNCTION DBA "LINCOLN PARK SPORTS COMPLEX" of the State of Colorado, having applied for a License to sell alcohol beverages, and having paid to the City Treasurer the sum of Seventy Five and No One Hundredths (\$75.00) dollars therefor, the above applicant is hereby licensed to sell alcohol beverages by the drink for consumption on the premises as a tavern at 1307 NORTH AVENUE in the City of Grand Junction, Colorado, for a period beginning on the 27<sup>TH</sup> DAY OF APRIL, 2012, and ending on the 26<sup>TH</sup> DAY OF APRIL, 2013, unless this License is revoked sooner as provided by law.

This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 46 and 47 of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the City aforesaid, insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 27<sup>th</sup> day of April, 2012.

ATTEST:

No. 4021221

THE CITY COUNCIL OF THE CITY OF

Grand Junction, Colorado

#### Exhibit C

#### MiLB Standards

#### **ATTÁCHMENT 58**

#### MINOR LEAGUE FACILITY STANDARDS AND COMPLIANCE INSPECTION PROCEDURES

#### Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. The standards outlined in Sections 11, 12 and 13 are applicable to <u>both</u> new and existing facilities.

#### New Facilities

Any facility that is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's Office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved. Notwithstanding its facility's designation as a "new facility," a Minor League Club that can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association and to the Commissioner or the Commissioner's designee for a variance from such standard.

#### Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's Office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

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#### SECTION 1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

#### 1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the Minor League Club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	6,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

#### 1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

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#### 1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

#### 1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

#### 1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

#### 1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

#### 1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

#### For two grades of seating:

Box or Reserved: General Admission: 25% of total capacity 75% of total capacity

For three grades of seating:

Box:25%Reserved:25%General Admission:50%

25% of total capacity 25% of total capacity 50% of total capacity

#### 1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies

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shall be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

#### 1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

#### SECTION 2.0. PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

#### 2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

#### 2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women 1:450 Men
Lavatories (sinks)	1:150 Women 1:150 Men
Urinals	1:125 men

2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

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#### 2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

#### 2.4 DRINKING FOUNTAINS

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

#### 2.5 PUBLIC TELEPHONES

All facilities shall provide telephones per local, state and federal codes and regulations.

#### SECTION 3.0 CONCESSION AND VENDING

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

#### 3.1 CONCESSION AREAS

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example: 12,000 seats/350 =  $34.28 \times 5' = 171$  lineal feet of counter. Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

#### 3.2 CONCESSION VENDORS

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

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#### 3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

#### 3.4 CONCESSION STORAGE AND NOVELTY STANDS

. The following standards shall be minimum requirements.

#### 3.4.1 CONCESSION STORAGE

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

#### 3.4.2 NOVELTY STANDS

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with standard retail sales areas.

#### SECTION 4.0 MISCELLANEOUS PUBLIC AREAS

#### 4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY

This type of facility shall be optional.

#### 4.2 PICNIC/BEER GARDEN FACILITY

This type of facility shall be optional.

#### 4.3 FAMILY RECREATION AREA

This type of facility shall be optional.

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#### SECTION 5.0 TICKET WINDOWS AND ENTRY TURNSTILES

#### The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

#### 5.1 TICKET WINDOWS

All facilities shall provide one ticket window for each 1500 seats of total capacity.

#### 5.2 TURNSTILES/ENTRY POSITIONS

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

#### 5.3 HANDICAPPED ACCESSIBILITY

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility. (ANSI A117.1)

#### SECTION 6.0 SECURITY AND FIRST AID

#### 6.1 SECURITY COMMAND POST

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

#### 6.2 FIRST AID STATION

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

#### SECTION 7.0 PARKING AND FACILITY ACCESS

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

#### 7.1 PARKING SPACES

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (1/2 mile) walking distance of the stadium.

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#### 7.2 ACCESS AND CONTROL

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

#### 7.3 HANDICAPPED PARKING

All facilities shall conform with all applicable local, state and federal regulations.

#### SECTION 8.0 SOUND SYSTEM AND SCOREBOARD

#### 8.1 SOUND SYSTEM

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

#### 8.2 SCOREBOARD

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score Ball-Strike-Out Player at Bat

#### 8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

#### 8.4 CLOCK

All facilities shall provide a time-of-day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

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#### SECTION 9.0 MEDIA FACILITIES

#### 9.1 PRESS PARKING AND ACCESS

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

#### 9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

#### 9.3 RADIO BROADCAST BOOTHS

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

#### 9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

#### 9.5 PRINT MEDIA AREA

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

#### 9.6 MEDIA TOILET FACILITIES

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

#### 9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

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#### 9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

#### SECTION 10.0 ADMINISTRATION AREA

#### 10.1 FACILITY ADMINISTRATION AREA

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

#### 10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

#### 10.2.1 STADIUM PERSONNEL TOILET FACILITIES

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.

#### 10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

#### SECTION 11.0 TEAM FACILITIES

The following shall be minimum requirements.

#### 11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the Club's active player limit for its classification of play. The minimum size of each locker shall be 24"

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w x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

Minimum floorspace requirements for the team dressing area shall be as follows:

New facility: 1,000 sq. ft. Existing facility: 800 sq. ft. (1,000 sq. ft. is recommended)

#### 11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility:	shower heads: water closets: urinals: lavatories:	8 (10 recommended) 2 2 4 (8 recommended)
Existing facilities:	shower heads: water closets: urinals: lavatories:	6 (10 recommended) 2 2 2 (8 recommended)

#### 11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator (4-pack minimum), scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

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#### 11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

#### 11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

#### 11.6 COACHES' LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

#### 11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

#### 11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the Club's active player limit for its classification of play. Minimum floor space requirements shall be as follows:

New facility: 750 sq. ft. Existing facility: 500 sq. ft (750 sq. ft. is recommended)

#### 11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

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New facility:	showers heads:	6 (8 recommended)
	water closets;	2
	urinals:	2
	lavatories:	4
Existing		
facility:	shower heads:	4 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

#### 11.10 VISITORS TRAINING ROOM

All new facilities shall provide a separate training room (minimum of 150 sq. ft.), with space for one training table, one whirlpool, and a hydroculator (4-pack minimum). In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

#### 11.11 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

#### 11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

#### 11.13 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of  $36" \le 72"$  h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

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#### 11.14 FIELD/DUGOUT ACCESS

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

#### 11.15 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

#### 11.16 HITTING/PITCHING TUNNELS

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

#### 11.17 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

#### SECTION 12.0 PLAYING FIELD

#### 12.1 FIELD DIMENSIONS

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League Club and the Minor League Club. All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

#### 12.2 PLAYING SURFACE

All facilities shall provide a field surface (natural or synthetic) without defects and/or "trip-hazards" that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

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#### 12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

#### 12.4 FIELD WALL

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

#### 12.5 BULLPENS

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

#### 12.6 DUGOUTS

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with seatback. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

#### 12.7 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

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#### 12.7.1 BATTING CAGE

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League Club.

#### 12.7.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching screen:	$7^{\rm t}hx8^{\rm t}w$ with $4^{\rm t}x4^{\rm t}$ notch in upper corner.

Double play screen:  $7' h \ge 14' w$  with hinged wings.

First base and

shag protector screens: 7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League Club.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

#### 12.7.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Any advertising sign abutting the batter's eye shall not include white lettering, a white background, any neon or other lighting or motion effects.

#### 12.7.4 FOUL POLES

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of

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the pole. No white signs shall be allowed on or immediately adjacent to each side of the foul pole.

#### 12.7.5 FLAG POLE

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

## 12.7.6 SCOREBOARDS, VIDEO MONITORS AND MOTION SIGNS

In addition to other provisions of these Minor League Facility Standards (including, but not limited to, Section 8.3 (Scoreboard Location)), the President of the Minor League Association, in consultation with the Commissioner or the Commissioner's designee, shall develop and distribute guidelines regarding the use and location of scoreboards, video monitors, LED boards and LED/matrix boards so as not to interfere with play.

#### 12.8 FIELD LIGHTING

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

Class AAA and Class AA:	100 fc average in infield/ 70 fc average in outfield.
Class A and Rookie:	70 fc average in infield/ 50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following minimum brightness requirements:

Class AAA and Class AA:	70 fc average in infield/ 50 fc average in outfield.
Class A and Rookie:	60 fc average in infield/ 40 fc average in outfield.

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All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

#### 12.9 BATTING CAGE GATE

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

#### 12.10 BACKSTOP

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

#### 12.11 PLAYING FIELD TARPS

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps, except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

#### SECTION 13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

#### 13.1 FACILITY MAINTENANCE AND CLEANLINESS

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touchups to maintain the professional atmosphere of the facility. Long-term maintenance

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shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

#### 13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds- keeping practices and shall utilize proper maintenance equipment. Nail-drags, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

#### 13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

#### 13.2.2 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

#### 13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

#### 13.2.4 IRRIGATION SYSTEM

All new facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

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#### 13.2.5 FIELD DRAINAGE SYSTEM

All new facilities shall provide an underfield drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.

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#### **Grand Junction City Council**

#### **Regular Session**

Item #2.a.ii.

Meeting Date:	November 2, 2022
Presented By:	John Shaver, City Attorney, Darrell Bay Mesa County Chief Building Official
Department:	City Attorney
Submitted By:	Jamie B. Beard, Assistant City Attorney

#### Information

#### SUBJECT:

Introduction of an Ordinance to Adopt the 2018 International Energy Conservation Code with Amendments Thereto, Repealing all Other Ordinances and Parts of Ordinances in Conflict Therewith, and Setting a Public Hearing for December 7, 2022

#### **RECOMMENDATION:**

Approval of Ordinance on first reading, pass for publication in pamphlet form and set a public hearing for December 7, 2022

#### **EXECUTIVE SUMMARY:**

The proposed Ordinance will adopt the 2018 International Energy Conservation Code (2018 IECC). Colorado has passed various laws in the past several years that require counties and municipalities to update to more recent versions of the International Energy Conservation Code (IECC). Mesa County recently adopted the 2018 IECC with amendments thereto.

#### **BACKGROUND OR DETAILED INFORMATION:**

With the adoption of the Ordinance, the City will update the 2009 International Energy Conservation Code (IECC) the 2018 version which is consistent with the other building codes adopted by the City and Mesa County.

The City contracts with Mesa County to administer building codes, including licensing, permitting, and inspection. The County and the City adopted various 2018 editions of the International Building Codes in 2018 and 2019 respectively. At that time, the State did not require counties and municipalities to adopt a more current version than the 2009 IECC. Because of changes to State law in the 2021-22 legislative session, on

September 13, 2022, Mesa County adopted the 2018 IECC. It was determined that the 2018 IECC is less restrictive than the combined 2021 IECC and the Model Electric Ready and Solar Ready Codes. Future actions regarding the building codes will require updates to the more restrictive versions. Adopting the 2018 IECC will cause less impact on the building community and provide a smoother transition to the more current energy codes when required to adopt in accordance with state law.

Amendments to the 2018 IECC have been included in the Ordinance which are consistent with Amendments that have been adopted with various other building codes adopted in 2019 and those same amendments adopted by Mesa County.

Pursuant to C.R.S. 31-16-203, notice of the hearing shall be published twice in the newspaper, once at least 15 days preceding the hearing and once at least eight days preceding the hearing. The notice shall state that a copy of the proposed code is on file with the City Clerk and open for public inspection.

#### FISCAL IMPACT:

Nominal costs.

#### **SUGGESTED MOTION:**

I move to introduce an ordinance to amend the GJMC to adopt the 2018 International Energy Conservation Code (2018 IECC), amend sections thereof, and repeal any ordinance or parts of an ordinance in conflict therewith, set a Public Hearing for December 7, 2022, with notice provided by the City Clerk according to law.

#### <u>Attachments</u>

1. ORD-2018IBCEICC 202219

#### ORDINANCE NO.

#### AN ORDINANCE ADOPTING AND AMENDING THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE TO BE APPLIED THROUGHOUT THE CITY OF GRAND JUNCTION WITH CERTAIN AMENDMENTS THERETO AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH

#### **RECITALS**:

Pursuant to the constitutional, statutory and Charter authority of the City Council of the City of Grand Junction to adopt ordinances for the protection of the health safety and general welfare of the population of the City the following ordinance is proposed.

After full hearing and consideration of the ordinance and upon recommendation by the City staff the Council finds that adoption of the ordinance is necessary to preserve the health, safety and general welfare of the people of the City of Grand Junction. The 2018 International Energy Conservation Codes (2018 IECC) is mutually adopted by the City and Mesa County, which provides for efficient building and enforcement practices. The adoption of the 2018 IECC is also in conformance with State law.

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

Title 15 of the Municipal Code of Ordinances of the City of Grand Junction is hereby amended as follows:

#### **15.40.010** Adoption of International Energy Conservation Code.

The International Energy Conservation Code, 2018 Edition, promulgated by the International Code Council, Inc. (hereafter "IECC" or "International Energy Conservation Code"), is hereby adopted as the code for the City of Grand Junction regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of the building envelope, mechanical, lighting and power systems in the City of Grand Junction.

#### 15.40.020 Amendments to International Energy Conservation Code.

The energy conservation code adopted in GJMC <u>15.40.010</u> is hereby amended as follows:

(a) Section C104: **C104.2 Schedule of permit fees** is deleted and replaced with the following: "Fees shall be as determined by City Council and set forth in a Resolution."

(b) Section C109: **C109 Board of appeals** is deleted and replaced with: "The Board of Appeals established in GJMC 15.08.010 shall serve as the Board of Appeals."

(c) Section C110: **C110 Duties of the Building Official** is added to include the following language:

The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

(d) Section R103: **R103.5 Retention of construction documents** is deleted in its entirety

(e) Section R104: **R104.2 Schedule of permit fees** is deleted and replaced with the following: "Fees shall be as determined by City Council and set forth in a Resolution."

(f) Section R109: **R109 Board of appeals** is deleted and replaced with: "The Board of Appeals established in GJMC 15.08.010 shall serve as the Board of Appeals."

(g) Section R110: **R110 Duties of the Building Official** is added to include the following language:

The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

#### Miscellaneous provision:

All sections of the referenced Code not specifically amended by this Ordnance are adopted as published.

Any reference in the Code to the 2009 International Energy Conservation Code is hereby replaced with the 2018 IECC.

The remaining chapters in Title 15 not specifically set forth herein or in conflict herewith shall remain in full force and effect. All other resolutions and/or ordinances or parts thereof in conflict herewith are hereby repealed except as otherwise provided herein.

#### **PUBLIC HEARING:**

A public hearing on the adoption by reference thereto of the 2018 International Energy Conservation Code, with certain amendments is scheduled in the City Council Chambers at 250 N. 5<sup>th</sup> Street, Grand Junction Colorado on December 7, 2022 at 6:00 P.M. and the City Clerk is hereby directed to publish Notice of said public hearing in the manner and style and pursuant to the schedule of such publication prescribed in C.R.S. 31-16-201 *et. seq.* 

At least one copy of the 2018 IECC, as described herein together with certain amendments thereto all certified to be true copies, shall be on file in the office of the City Clerk of the City of Grand Junction, Colorado. At least one copy of the 2018 IECC including the appendices thereto, together with certain amendments, all certified to be true and correct, shall be on file as aforesaid in the office of the City Clerk at least fifteen (15) days preceding said hearing and may be inspected by any interested person between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted.

Introduced the 2<sup>nd</sup> day of November 2022.

Passed on second reading the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

President of the Council

Attest:

City Clerk



#### **Grand Junction City Council**

#### **Regular Session**

Item #2.b.i.

Meeting Date: November 2, 2022

**Presented By:** John Shaver, City Attorney

Department: City Clerk

Submitted By: John Shaver

#### **Information**

#### SUBJECT:

Introduction of an Ordinance Approving a Lease of City Property at 244 26 1/4 Road (City Water Treatment Plant) to Optimus Communications for Installation of an Antenna and Communication Equipment and Setting a Public Hearing for November 16, 2022

#### **RECOMMENDATION:**

Introduce the Ordinance on first reading, pass for publication in pamphlet form and set a public hearing for November 16, 2022.

#### **EXECUTIVE SUMMARY:**

The City Utility Department has negotiated with Optimus Communication and, for the reasons described in the lease, the City and Optimus have agreed to certain terms and conditions for the use of the Property in accordance with the lease.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City owns property located at 244 261/2 Road in Grand Junction ("Property"). The Property, which is home to the City's Water Treatment Plant, is on Orchard Mesa and at an elevation that is conducive to the placement of communications equipment. The City Utilities Department has negotiated with Optimus Communication and, for the reasons described in the lease, the City and Optimus have agreed to certain terms and conditions for the use of the Property in accordance with the lease, which is attached to and incorporated in the Ordinance ("Lease") as if fully set forth.

#### FISCAL IMPACT:

The revenue for the lease of \$600 annually will be included in the budget each year accordingly.

#### **SUGGESTED MOTION:**

I move to introduce an ordinance approving a lease of City property at 244 26 1/4 Road (City Water Treatment Plant) to Optimus Communications for installation of an antenna and communication equipment and set a public hearing for November 16, 2022.

#### **Attachments**

- 1. ORD-Optimus Communications Waterplant Lease 101822
- 2. DRAFT Ordinance Lease to Optimus Communication

ORDINANCE NO.

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO OPTIMUS COMMUNICATION FOR USE OF REAL PROPERTY LOCATED AT 244 261/4 ROAD, GRAND JUNCTION, COLORADO (COMMONLY KNOWN AS THE WATER TREATMENT PLANT) FOR AN ANTENNA AND COMMUNICATION EQUIPMENT AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

Recitals:

The City of Grand Junction (City) owns property located at 244 261/2 Road in Grand Junction ("Property"). The Property, which is home to the City's Water Treatment Plant is on Orchard Mesa and at an elevation that is conducive to the placement of communications equipment.

The City Utility Department has negotiated with Optimus Communication and for the reasons described in the lease, the City and Optimus have agreed to certain terms and conditions for the use of the Property. In accordance with the lease, which is attached to and incorporated in this Ordinance ("Lease") as if fully set forth the City and Optimus desire to enter into contract.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Lease; and,

2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Property as described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,

3. The Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication this 2nd day of November 2022 in pamphlet form, and setting a hearing for November 16, 2022, by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this \_\_\_\_ day of November 2022 by the City Council of the City of Grand Junction, Colorado.

Anna M. Stout President of the City Council

Attest:

Amy Phillips City Clerk ORDINANCE NO.

AN ORDINANCE AUTHORIZING, APPROVING AND CONFIRMING A LEASE TO OPTIMUS COMMUNICATION FOR USE OF REAL PROPERTY LOCATED AT 244 261/4 ROAD, GRAND JUNCTION, COLORADO (COMMONLY KNOWN AS THE WATER TREATMENT PLANT) FOR AN ANTENNA AND COMMUNICATION EQUIPMENT AND RATIFYING ALL ACTIONS HERETOFORE TAKEN AND IN CONNECTION THEREWITH

**Recitals:** 

The City of Grand Junction (City) owns property located at 244 261/2 Road in Grand Junction ("Property"). The Property, which is home to the City's Water Treatment Plant is on Orchard Mesa and at an that is conducive to the placement of communications equipment.

The City Utility Department has negotiated with Optimus Communication and for the reasons described in the lease, the City and Optimus have agreed to certain terms and conditions for the use of the Property. In accordance with the lease, which is attached to and incorporated in this Ordinance ("Lease") as if fully set forth the City and Optimus desire to enter into contract.

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

1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Ordinance the City Council of the City of Grand Junction, Colorado hereby authorizes, confirms, and ratifies the Lease; and,

2. All actions heretofore taken by the officers, employees and agents of the City relating to the leasing of the Property as described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed; and,

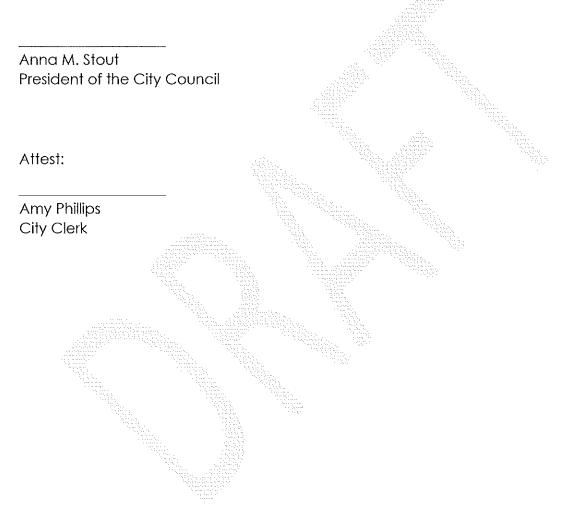
3. The Lease in the form attached hereto is hereby approved. The City Manager and the officers, employees and agents of the City are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions hereof, including, without limitation, the execution and delivery of the signature(s) to affect the intent and purposes hereof.

4. If any part or provision of this Ordinance or the application thereof to any person or circumstance(s) is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

5. The City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the lawful objectives sought to be obtained.

INTRODUCED ON FIRST READING, PASSED for publication this 2nd day of November 2022 in pamphlet form, and setting a hearing for November 16, 2022, by the City Council of the City of Grand Junction, Colorado.

HEARD, PASSED and ADOPTED ON SECOND READING and ordered published in pamphlet form this \_\_\_\_ day of November 2022 by the City Council of the City of Grand Junction, Colorado.



#### PROPERTY LEASE AGREEMENT FOR ANTENNA AND COMMUNICATION EQUIPMENT

THIS Lease Agreement ("Lease") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_2022, by and between the City of Grand Junction, a Colorado home rule municipality, 250 N. 5<sup>th</sup> Street, Grand Junction, CO, 81501 ("Landlord" or "City") and Optimus Communications, 288 28 Road, Grand Junction, CO 81503 ("Lessee").

#### **Recitals**

**A.** The City is the owner of certain real property in the Grand Junction Colorado addressed as 244 26<sup>1</sup>/<sub>4</sub> Road, Grand Junction, Colorado and more specifically described in paragraph 3 ("Property"), and as seen in the photographs of the location on the Property where the antenna and communication equipment ("Equipment") will be located. The photographs are marked as Exhibit A, which is incorporated by this reference as if fully set forth.

**B.** The City has agreed to lease the Property to Lessee and Lessee has agreed to lease the Property from the City, pursuant to the terms, covenants, and conditions of this Lease.

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

1. Grant of Lease. The City hereby leases the Property to Lessee and Lessee hereby accepts and leases the Property from the City, for the term stated in paragraph 5 and subject to each and every other term, covenant, condition, and restriction stated in this Lease.

2. Reservations from Lease. The City retains and reserves unto itself:

**a.** all oil, gas, coal and other minerals and mineral rights underlying and/or appurtenant to the Property; and

**b.** all water and water rights, ditches, and ditch rights, appurtenant to and/or connected with the Property, including, but not limited to, any water and/or water rights which may have been previously used on or in connection with the Property, for whatever purposes; and

**c.** all rights to grant, sell, bargain, and convey ownership interest(s) in and to the Property, or any division thereof, to any other party, including the conveyance of easements that in no way interfere with or compromise Lessee's intended use of the Property, subject to the terms of this Lease, and further provided that no such interest(s) shall be so granted to a telecommunications competitor of the Lessee; and

**d.** the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for any conveyance in lieu of condemnation. Lessee hereby assigns and transfers to the City any claim it may have to compensation for damages because of any condemnation, except compensation for damages of Lessee's property and interests under this Lease actually so taken.

e. The City may exercise its rights with respect to the property interests so reserved so long as the exercise of those rights does not unreasonably interfere with Lessee's use and quiet enjoyment of the Property for the purposes set forth in this Lease.

3. Lessor, for good and valuable consideration described herein, and the covenants and agreements to be kept and performed by the Lessee as hereinafter provided, does hereby lease, and let unto the Lessee, space for Lessee's Equipment (which is generally described as radios, antennas and associated equipment more specifically described hereafter) on the existing tower attached to the water treatment building located (See Exhibit A) on the Property. The existing tower may be referred to herein as "Site" or "the Site":

LOTS 1, 2 & 3 & S2SW4NE4SW4 SEC 26 1S 1W EXC RR ROW More commonly known as 244 26 ¼ Road, the location of which on the Property is set forth on Exhibit A attached hereto.

Lessee must install, furnish, and maintain the Equipment on the Property in accordance with the most recent, applicable Federal Communications Commission (FCC) regulations.

- 4. Lease Amount. Lessee agrees to pay to the City, at the address of the City as set forth in paragraph 19 or at such other address as the City may from time to time designate in writing, a Lease payment for the use of the Property in monthly installments.
  - **a.** The annual Lease payment during the Term of this lease shall be six hundred dollars (\$600.00) payable on the first day of each year commencing on January 1, 2023.
  - **b.** The Landlord shall invoice the Lessee in January for the next years payment.
  - c. If Lessee is more than sixty (60) days delinquent the City may, at its option, give Lessee sixty (60) days written notice of intent to terminate, and if the Lessee fails within any such sixty (60) day period to cure the delinquency, this Lease shall without additional notice terminate and

#### Packet Page 109

Lessor shall take possession of the Property.

- 5. Term: The term of this Agreement shall commence upon the Effective Date and shall terminate on the third anniversary of the Effective Date ("Term"). The Term may be extended for three (3) three (3) year periods ("Renewal Terms") on the same terms and conditions as set forth herein except that that Lease Amount shall be adjusted for inflation as provide in 4a. hereof The Agreement will be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least thirty (30) days prior to commencement of the succeeding Renewal Term. Lessor may terminate this Agreement with six (6) months prior notice to Lessee. All notices must be delivered in writing with proof of delivery.
- 6. Access: Lessor shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with reasonable access to the Property for the sole purpose of maintaining its equipment from time to time during normal business hours. Lessee shall only have access between 6:00 a.m. to 4:00 p.m. Such access shall be conducted in such a manner as to not interfere with Lessor's use of the Property or conduct of its business. Lessee will not have unrestricted access to the property and will not be provided keys (mechanical or electronic) to the access gate or buildings. Lessor will be reasonably available to escort Lessee on the property provided the time does not interfere with the conduct of its business.
- Utilities: Lessor agrees to provide uninterrupted electrical service to the Site, 7. excepting interruptions caused by Force Majeure or by any occurrences or actions not constituting deliberate or negligent actions on the part of the Lessor. Lessee may make a connection to Lessor's pre-existing electrical system provided that any such connection shall (i) not interfere with Lessor's electrical needs, (ii) be performed by a duly licensed electrician, and (iii) be in a manner that is at all times in full compliance with any and all applicable laws, rules, codes, and regulations. Lessee shall furnish and maintain at its own cost and expense the Equipment, which may include antenna systems, transmission lines (cabling necessary to provide connection from the cabinet to the radio on the tower) and radio equipment necessary for the limited purpose of providing a microwave repeater location. The Equipment shall be used for, including without limitation, the transmission and the reception of radio communication signals and the installation, maintenance and operation of communications facilities directly related thereto attached to the Site. All Equipment installed by the Lessee shall be and remain the property of the Lessee. Upon the expiration or earlier termination of this Lease, Lessee shall remove the Lessee's Equipment from the Property and Lessee shall repair and restore the Property to the condition that existed prior to installation and removal of the Equipment.

#### 8. Use and Condition of Property.

- **a.** During the Term of this Lease, Lessee agrees to use the Property, including the Site, solely for the purpose of installing, constructing, operating and maintaining the Equipment for the Lessee's purposes, which occupancy and use shall be subject to the rules, rulings and regulations of any governmental authority having jurisdiction over Lessee or the Property, either now in effect or hereinafter enacted, including, but not limited to, the Federal Communications Commission ("FCC"), the State of Colorado, the City of Grand Junction or Mesa County. Lessee shall not use or permit the Property or the Site to be used for any other purpose or in any manner contrary to this Lease and/or the laws, ordinances, orregulations of any such governmental authority.
- Prior to the installation or construction of additional facilities and/or b. improvements upon the Property, Lessee shall obtain the City's written approval of all plans for additional facilities and/or improvements to be constructed upon the Property by Lessee, which approval shall not be unreasonably withheld, conditioned, or delayed. City's approval of any plans will not be deemed to be a warranty or representation that those plans are in conformity with any applicable laws, rules, or ordinances of any kind. Additional facilities would be limited to additional radios on the tower. Lessee shall ensure all work relating to installation and operation of all Equipment is performed in a manner that will not unreasonably interfere with, delay, or impose any additional expense upon either the City in maintenance or operation of the Property or any user of the Property in the maintenance or operation of any other equipment located on the Property. Lessee shall ensure that such work is completed by licensed and experienced contractors in a professional and workmanlike manner. Such additional facilities and/or improvements shall become part of Lessee's Property. It is the City's desire that the Equipment to be installed by Lessee on the Property will be reasonably compatible with the landscape of the City's adjacent property. To this end, Lessee agrees to comply with all reasonable requirements with the City may impose on Lessee, including, but not limited to, colorings and aesthetics for equipment and facilities (except as required by the FCC or the FAA), transmitters, landscape improvements, building materials and fencing materials. If, for whatever reason, the City does not approve of Lessee's plans, Lessee may terminate this Lease. In such event, Lessee shall vacate the Property in accordance with the provisions of paragraph 18.2 of this Lease.
- c. Lessee shall not commit nor permit waste, damage, or injury to the Property.
- **d.** Lessee shall maintain and repair all aspects of the Site at Lessee's sole cost and expenses, including but not limited to, the Equipment furnished by the Lessee, fences, security devices, the appearance and structural integrity of any improvements and landscaping, in good order, good appearance, condition and repair and in a clean, sanitary, orderly and safe condition in accordance with any rules, rulings and regulations of any governmental authority having jurisdiction over Lessee or the Property, either nowin

effect or hereinafter enacted, including, but not limited to, the FCC, the State of Colorado, the City of Grand Junction and/or Mesa County. . The City shall not be obligated nor required to repair damages to any portion or aspect of the Property, even if such damages are caused by or result from operations occurring on adjacent lands owned by the City, unless such damages are caused by the City and not covered by insurance maintained by Lessee. Subject to Force Majeure Events, if Lessee refuses or neglects to commence repairs or perform maintenance work required under the terms hereof to be performed or paid for by the Lessee within thirty (30) days after written demand by the City or any other governmental authority, or fails to complete such repairs or perform such maintenance within a reasonable time thereafter, the City may enter upon the Property and make such repairs or perform such maintenance without liability to the Lessee's operations by reasons thereof, and if the City makes such repairs or performs such maintenance, Lessee shall pay to the City, on demand, as additional rent, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of payment by the City for such repairs or maintenance work until paid in full by the Lessee. Anyrepairs made or maintenance performed by Lessee or the City, subject to Force Majeure Events, shall be completed expeditiously.

- Lessee has inspected the Property and accepts the Property in its present e. condition. Lessee represents that is relying on its own inspection and investigation of the Property and accepts the Property "As Is" and waives any and all express or implied warranties of condition or habitability, suitability for occupancy, use or habitation, fitness for particular purpose. Lessee agrees that the condition of the Property is sufficient for the purposes of the Lessee. If the Property deteriorates or is damaged due to fire, flood, or other casualty not caused by the City, to the extent where it is no longer functional for the purposes of the Lessee, the City shall have no obligation to repair the Property nor to otherwise make the Property usable or occupiable; damages shall be at the Lessee's own risk, provided, however, that in the event the Property is damaged or deteriorates to the extent that it is no longer functional for the purposes of the Lessee, or upon the occurrence of a Force Majeure Event, the Lessee may, at its option, terminate this Lease by giving notice to the City that this Lease is to be terminated. Termination shall be effective thirty (30) days following the date of the notice of termination. As used herein the term "Force Majeure Event" means and act or event whether or not foreseen, that: (i) is beyond the reasonable control of and is not due to the fault or negligence of a party, and (ii) could not have been avoided by such a party's exercise of due diligence, including, but not limited to, a labor controversy, strike, lockout, boycott, transportation stoppage, action of a court or public authority, fire, flood, earthquake, storm, war, civil strife, terrorist action, epidemic, or act of God; provided that a Force Majeure Event will not include economic hardship, changes in market conditions, or insufficiency of funds.
- f. The City makes no representations or warranties regarding any hazardous,

toxic, or regulated substances on, under or about the Property, except to the extent that the City states that it has not deposited or cause to be deposited on, under or about the Property any hazardous, toxic, or regulated substances.

- **g.** The City shall have no obligation or liability for compliance with any laws, rules, regulations, codes, and ordinances applicable to the installation, operation, repair, or maintenance of the Property; any damage to the Property, or any other installed approxt caused by any other user of the Property, or any other cause outside of the reasonable control of the City; or the failure of any services or utilities that areobtained by the Lessee.
- **h.** Lessee acknowledges that some activities conducted on the Property are inherentlydangerous; Lessee, on behalf of itself and its employees, agents, invitees, guests, and contractors, assumes the risk of all injuries and damages resulting from Lessee's use and conduct on the Property and Lessee shall take all necessary safety measures to ensure that Lessee's employees, agents, invitees, guests, and contractors are not injured in conjunction with using or conducting activities on the Property or on adjacent property.
- 9. Additional Fees and Charges. In addition to making Lease payments, Lessee shall arrange and pay for, when due:
  - a. all costs and expenses, including but not limited to, deposits, user fees, interest, and penalties,
  - **b.** all general real property and personal property taxes and all special assessments of any kind levied against the Property during the term of this Lease.
- **10. Insurance.** Lessee shall keep the following required insurance policies in full effect during the Lease Term, and shall pay the premiums of the costs of:
  - **a.** "All Risk", Special Causes of Loss", or other casualty insurance for fire, wind, and extended coverage insurance with respect to the Property, on a cost replacement basis, by endorsement, additional premium, or otherwise, for loss of rents regarding the Property.
  - **b.** Comprehensive commercial general liability insurance which will protect the City, tofficers, employees, and agents from liability in the event of loss of life, personal injury, or property damage, suffered by any person or persons on, about or using theProperty, including Lessee and employees, agents, licensees, and guests of Lessee. Such insurance policy shall have terms and amounts approved by the City Manager or his designee of the City. Such insurance shall not be cancellable without thirty (30) days prior written notice to the City and shall be written for at least a minimum of One Million Dollars (\$1,000,000.00), combined single limit. The certificate of insurance must be deposited with the City and must designate "the City of Grand Junction, its officers, employees and agents" as additional insureds. If a policy approved by the City Manager is not at all times in full force and effect, this lease shall terminate effective thirty (30) days following the date of the notice of termination unless sooner corrected.
  - c. Worker's compensation insurance in statutory limits, and state disability

insurance as required by applicable law, covering the employees, Employer's liability insurance in the following amounts: not less than \$500,00 forbodily injury by accident and \$500,000 for bodily injury by disease.

**d.** Other reasonable coverage as City, or any mortgagee of City, may require with respect to the Property, or City's use, occupancy, and operation, in, on, or around such Property.

#### 11. Nonliability of the City for Damage.

- a. The City shall not be liable for liability or damage claims for injury to persons or property, including property of Lessee, from any cause relating to the occupancy and use of the Property by Lessee, including those arising out of damages or losses occurring on areas adjacent to the Property or easements used for the benefit of the Property during the term of this Lease nor for any injury or damage to any property of Lessee, unless such liability or damage is caused by the willful misconduct of the City and is not covered by the insurance to be maintained by Lessee under this Lease or any insurance maintained by Lessee. Lessee shall indemnify the City, its officers, employees, and agents, and hold the City, its officers, employees, and agents, from all liability, loss or other damage claims or obligations resulting fromany injuries, including death, or losses of any nature caused by Lessee or its employees and agents.
- **b.** The City shall not be liable to Lessee for any damages, or any loss of profits or loss of opportunities claimed by Lessee or for interruption of Lessee's business or operations resulting from fire, the elements, casualty of any kind or the temporary closure of any public highway providing access to and from the Property.

12. Permits. Lessee, at its sole expense, shall obtain and comply with all necessary governmental permits, certificates, and licenses required for the installation, operation, repair, maintenance, and authorization of the Property, or any additional equipment or property.

**13. Radio Frequency Radiation.** Lessee shall comply with all federal, state, and local regulations and requirements limiting emissions of radio frequency ("RF") radiation. If City or Lessee receives any written complaint or court order alleging or finding excessive RF radiation levels from equipment on the Property, Lessee shall take all steps required by such written complaint or court order within 24 hours after notification by City, or personal receipt of such written complaint or court order at its own cost, provided that Lessee shall continue to maintain RF radiation levels below the amount specified in any such written complaint or court order pending

the resolution of it, whether by dismissal, stipulation, adjudication, or other action.

14. Modifications, Alterations or Additions. No modifications, alterations, or additions of improvements upon the Property, shall be performed by Lessee without the express written consent of the City first being obtained, which consent shall not be unreasonably withheld, conditioned, or delayed.

15. Pledges. Lessee shall not pledge or attempt to pledge or grant or attempt to grant as collateral or security its interest in any of the Property, without the express written consent of theCity first being obtained, which consent shall not be unreasonably withheld, conditioned, or delayed.

#### 16. Hazardous Substances.

The term "Hazardous Substances", as used in this Agreement, shall mean any substance which is:

- a. defined as a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under any Environmental Law enacted by any federal, state, and local governmental agency or other governmental authority;
- **b.** a petroleum hydrocarbon, including but not limited to, crude oil or any fraction thereof, hazardous, toxic, or reproductive toxicant;
- c. regulated pursuant to any law;
- **d.** any pesticide or herbicide regulated under state or federal law.

The term "Environmental Law", as used in this Lease Agreement, shall mean each and every federal, state and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, applicable to Lessee or the Property and pertaining to theprotection of human health and safety of the environment, either now in force or hereafter enacted.

Lessee shall not cause or permit to occur by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees, or employees:

e. any violation of any Environmental Law on, under or about the

Property or arising from Lessee's use and occupancy of the Property, including but not limited to, air, soil, and groundwater conditions; or

f. the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under or about the Property, or the transportation to or from the Property of any Hazardous Substance, in violation of any Environmental Law, either now in force or hereinafter enacted.

#### 17. Environmental Clean-Up.

The following provisions shall be applicable to Lessee and to Lessee's agents, gets invitees, contractors, licensees, and employees with respect to the Property:

- **a.** Lessee shall, at Lessee's sole cost and expense, comply with all Environmental Laws and laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances;
- **b.** Lessee shall, at Lessee's sole cost and expense, make all submissions to provide all information required by and/or comply with all requirements of all governmental authorities ("Authority" or "the Authorities") under Environmental Laws and other applicable laws.
- c. Should any Authority or the City demand that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances by Lessee on, under or about the Property, Lessee shall, at Lessee's sole cost and expense, prepare and submit the required plan(s) and all related bonds and other financial assurances, and Lessee shall carry out all such clean-up plan(s) in compliance with the Authorities and all Environmental Laws and other applicable laws.
- d. Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances requested by any Authority. If Lessee fails to fulfill any duty imposed hereunder within a reasonable time, the City may do so on Lessee's behalf and in such case, Lessee shall cooperate with the City in the preparation of all documents the City or any Authority deems necessary or appropriate to determine the applicability of Environmental Laws to the Property and Lessee's use thereof and for compliance therewith, and Lessee shall

execute all documents promptly upon the City's request. No such action by the City and no attempt made by the City to mitigate damages under any Environmental Law or otherapplicable law shall constitute a waiver of any of Lessee's obligations hereunder.

- e. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.
- f. Lessee shall indemnify, defend and hold the City, its officers, employees and agentsharmless from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including the costs and fees of attorneys, consultants and experts) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances on or from the Property and the violation of any Environmental Law and other applicable law by Lessee and/or Lessee's agents, guests, invitees, contractors, licensees and employees that occur with respect to the Property during the term of this Lease or from Lessee's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Environmental Laws and other applicable laws. Lessee's obligations and liabilities hereunder shall survive the expiration or termination of this Lease Agreement.

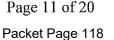
#### 18. Default, Sublet, Termination, Assignment.

18.1 Should Lessee:

- a. default in the performance of its agreements or obligations herein and any such default continue without cure after written notice thereof is given by the City to Lessee as provided herein; or
- **b.** abandon or permanently vacate the Property; or
- e. <sup>6</sup> be declared bankrupt, insolvent, make a general assignment for the benefit of creditors if a receiver is appointed, for all or substantially all of Lessee's assets;

the City may at its option, after compliance with paragraph 18.2, elect to cancel and annul this Lease and enter and take possession of the Property immediately without any additional notice of intention to reenter, and such reentry shall not operate as a waiver or satisfaction in whole or in part of any claim or demand arising out of or connected with any breach or violation by Lessee of any covenant or agreement tobe performed by Lessee. Upon reentry, the City may remove the property and personnel of Lessee and store Lessee's property in a warehouse or at a place selected by the City, at the expense of Lessee and without liability to the City. Any such reentry shall not work as forfeiture of nor shall it terminate the rent(s) to be paid or the covenants and agreements to be performed by Lessee for the full term of this Lease; and upon such reentry, the City may thereafter lease or sublease the Property for such rent as the City may reasonably obtain, crediting Lessee with therent obtained after deducting the costs reasonably incurred in such reentry, leasing or subleasing, including the costs of necessary repairs, alterations and modifications to the Property. Nothing herein shall prejudice or be to the exclusion or any otherrights or remedies which the City may have against Lessee, including but not limited to, the right of the City to obtain injunctive relief based on the irreparable harm caused to the City's reversionary rights.

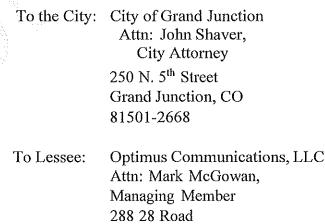
- 18.2 Except as otherwise provided in paragraphs 4b and 10b, if Lessee is in d e f a u l t in the performance of any term or condition of this Lease, the City may, at its option, terminate this Lease upon giving ninety (90) days written notice. If the Lessee fails within any such ninety (90) day period to remedy each and every material default specified in the City's notice, this Lease shall terminate.
  - Except as otherwise provided herein Lessee shall not assign a. or sublease the Property, or any right or privilege connected therewith, or allow any other person, except officers, employees, and agents of Lessee to occupy the Property or any part thereof without first obtaining the written consent of the City, which consent must be approved and ratified by the City Council of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In the event of an unauthorized assignment of this Lease or sublease, Lessee shall not be released from its obligations and duties under this Lease and this Lease shall remain in fullforce and effect. Any consent by the City shall not be a consent to a subsequent assignment, sublease, or occupation by any other party. Any unauthorized assignment, sublease, or permission to occupy by Lessee shall be void and shall, at he option of the City, provide reasonable cause for the City to terminate this Lease. The interest of Lessee in this Lease is not assignable by operation of law without the formal approval and ratification by the City Council of the City. Notwithstanding anything in this paragraph to the contrary, Lessee shall have the right, without the City's consent, to assign this Lease or sublet the Property or portions thereof to any entity that is controlled by Lessee, is under common control with Lessee or which controls Lessee.



- **18.3** This Lease is not intended to and shall in no way preclude the City from actively marketing the Property for sale or exchange, whether through the efforts of the City, a real estate broker or any other person, nor shall this Lease prevent the City from selling, exchanging or conveying the Property to any other party; provided, however, that in the event any such sale, exchange or conveyance is made during the term of this Lease, such sale, exchange or conveyance shall be made subject to Lessee's leasehold interest in the Property. In the event of the voluntary or involuntary transfer of the City's interest in the Property, Lessee will attorn to the transferee of, or successor to, the City's interest in the Property, and recognize such transferee or successor as Landlord under this Lease if such transferee agrees to assume and perform the City's obligations under this Lease that accrue from and after the date of the transfer.
- 18.4 Fees or Commissions. The parties to this Lease Agreement warrant that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement orunderstanding for a commission, percentage, brokerage, or contingent fee. To the extent allowed by law the City and Lessee agree to defend, indemnify, and hold the other harmless from any claim for real estate brokerage commissions or finder's fees asserted by any other party claiming to be entitled to brokerage commissions or finder's fees arising out of this Lease.

#### 19. Notices.

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



Grand Junction, CO 81503

All notices shall be deemed given:

- **a.** if sent by mail, when deposited in the mail;
- **b.** if delivered by hand or courier service, when delivered; or
- c. if transmitted by facsimile, when transmitted.

The parties may, by notice as provided above, designate a different address to whichnotice shall be given.

All Lease payments paid by Lessee to the City shall be delivered by mail or by personal delivery to:

City of Grand Junction Finance DepartmentAccounts Receivable Department 250 North 5<sup>th</sup> Street Grand Junction, CO 81501-2668

All rental payments deposited by Lessee shall be clearly marked "Optimus Communications Lease."

20. Not a Partnership. It is expressly agreed between the parties that this Agreement is one of lease and not of partnership and that the City shall not be or become responsible for any debts contracted or incurred by Lessee. Lessee shall save, indemnify and hold the City, its officers, employees and agents harmless against all liability and loss, and against all claims or actions based upon or arising out of any claim, lien, damage or injury (including death), to persons or property caused by Lessee or sustained in connection with Lessee's performance of the terms and conditions of this Agreement or the conditions created thereby, or based upon any violation by Lessee, any statute, ordinance, code or regulation, either now in force or hereafter enacted, and the defense of any such claims or actions, including the costs and fees of attorneys, consultants and experts. Lessee shall also save, indemnify, and hold the City, its officers, employees, and agents harmless from and against all liability and loss in connection with, and shall assume full responsibility for the payment of, all federal, state, and local taxes, fees or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to employees engaged by Lessee.

#### 21. Enforcement, Partial Invalidity, Governing Law.

a In the event either party files any action to enforce any agreement contained in thisLease, or for breach of any covenant or condition herein contained, the party prevailing shall be entitled to receive, by judgment of the court from the other party reasonable attorney's fees, plus the costs or fees of any experts, incurred in such action.

- b. The invalidity of any portion of this Lease Agreement shall not affect the validity of any other provision contained herein. In the event any provision of this Lease Agreement is held to be invalid, the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties after the expungement of the invalid provisions.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action to enforce any covenant or agreement contained in this Agreement shall be in Mesa County, Colorado.
- d. Lessee represents and warrants that it has full right, power, an authority to execute this Lease Agreement, has obtained all necessary approvals and consents, and has taken all necessary action to enable Lessee to enter into this Lease Agreement.
- 18.1 Surrender, Holding Over. Lessee shall, upon the expiration or termination of this Lease surrender the Property to the City in good order, condition and state of repair, reasonable wear and use excepted. Thereafter, Lessee shall complete removal of any or all of Lessee's Property, including but not limited to decommissioning and/or demolishing the structures that encumber the Property, as Lessee elects in a notice to the City. Such removal, decommissioning and/or demolishing shall occur within two months of termination unless weather conditions do not pem1it in which case shall complete removal, decommissioning and/or Lessee demolishing within two months of permissible weather conditions the following year. Upon the removal of any of Lessee's Property, Lessee shall restore and re-seed that part of the Property disturbed by such removal as soon as possible, provided that foundations may be buried onsite and upon such burial, Lessee shall seed for grass (for grazing and aesthetic reasons). It is agreed that the period for the removal of Lessee's Property shall be further extended by any period that the Property is inaccessible for such purpose due to snow, adverse weather conditions, fire, and other matters beyond Lessee's reasonable control (each, a "Force Majeure Event"). In the event Lessee fails to vacate and surrender the Property as provided in this paragraph, Lessee agrees that Lessee shall pay to the City the sum of \$10.00 per day for each day thereafter until Lessee has effectively vacated ansurrendered the Property. The Parties agree that it would be difficult to establish the actual damages to the City in the event Lessee fails to vacate and surrender the Property upon the expiration or termination of this Lease and that said is an appropriate liquidated damages amount.

**18.2** Total Agreement; Applicable to Successors. This Lease contains the entire agreement between the parties and, except for automatic expiration or termination, cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and authorized assigns of both parties. The Lessor shall not be liable or responsible for the maintenance, preservation, or operational performance of the Equipment furnished by the Lessee. Furthermore, the Lessor shall not be liable to the Lessee for any damage to any of the Equipment of the Lessee caused by Force Majeure or by any occurrence(s) or action(s) not constituting deliberate or negligent action(s) on the part of the Lessor, provided that Lessee shall maintain its Equipment and the Site in a reasonably well-maintained condition.

IN WITNESS WHEREOF, the parties have each executed this Lease Agreement dated the day and year first above written.

Lessor: City of Grand Junction 250 N. 5th Street Grand Junction, CO Lessee: Optimus Communications 288 28 Road Grand Junction, CO, 81503

By: \_

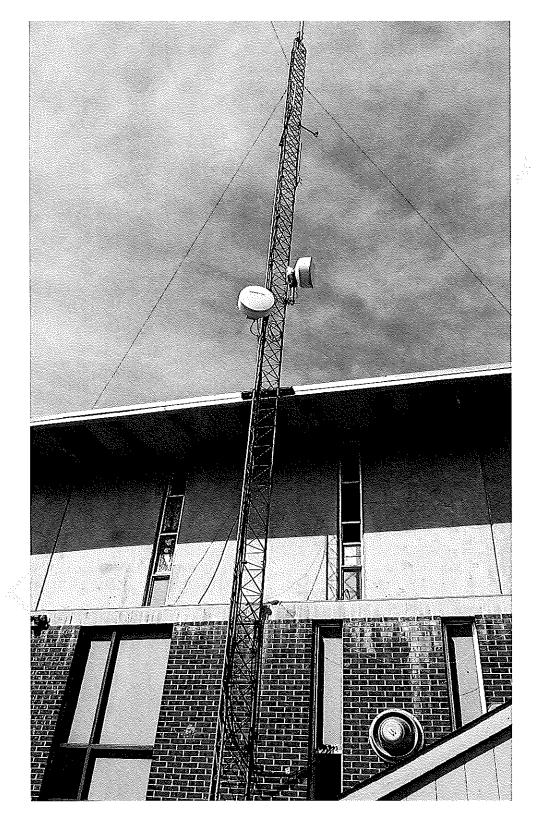
By:

Name: Greg Caton City Manager Mark McGowan Title: Managing Member

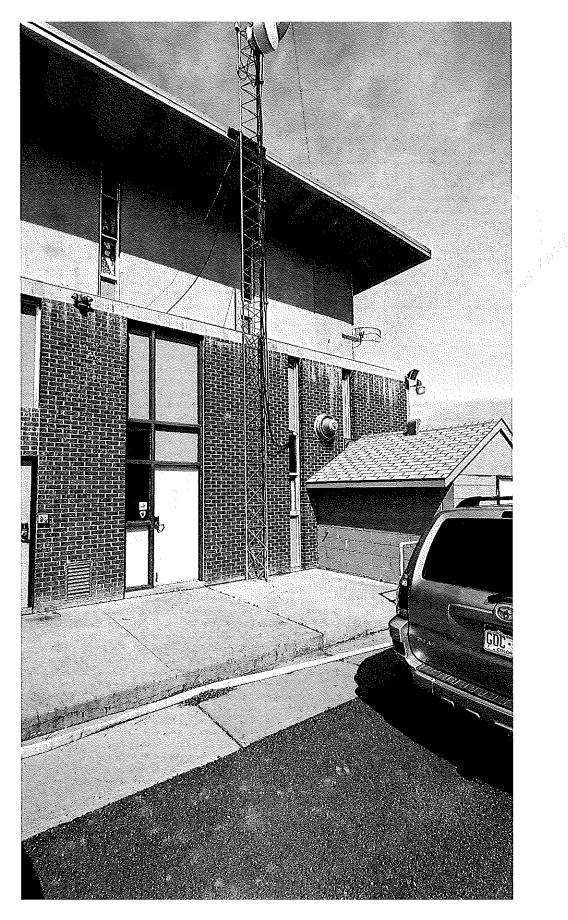
# ACKNOWLEDGEMENT

STATE OF COLORADO	)	
COUNTY OF MESA	)§ )	
The foregoing instrument was ac	knowledged before me	thisday of,
2022 by	as	of
P	, persor	nally known to me.
Notary Public		
Print Name		
My commission expires		
	ACKNOWLEDGEMEI	NT
STATE OF COLORADO	<pre></pre>	
The foregoing instrument was ac 2022 by <u>Mark McGowan</u> as <u>Mark McGowan</u> as <u>Mark Nown to me</u> .	knowledged before me naging Member of Opti	e thisday of, imus Communications, LLC., personally
Notary Public		
Print Name		
My commission expires		

# Exhibit A Tower – aka Site 3 pages



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# **Grand Junction City Council**

# **Regular Session**

Item #3.a.

Meeting Date:November 2, 2022Presented By:Kristen Ashbeck, Principal Planner/CDBG AdminDepartment:Community Development

Submitted By: Kristen Ashbeck Principal Planner

# **Information**

### SUBJECT:

2022 Community Development Block Grant (CDBG) Subrecipient Agreements between Meals on Wheels of Mesa County and Eureka! McConnell Science Museum and the City of Grand Junction

### **RECOMMENDATION:**

Staff recommends approval of these agreements.

# **EXECUTIVE SUMMARY:**

The Subrecipient Contract formalizes the City's award of CDBG funds to various agencies allocated from the City's 2022 CDBG Program Year as approved by City Council at its June 15, 2022 meeting. The allocation includes the following grants: 1) \$15,000 to Meals on Wheels of Mesa County; and 2) \$7,800 to Eureka! McConnell Science Museum. The contracts outline the duties and responsibilities of the agencies and ensures that the subrecipients comply with all Federal rules and regulations governing the use of the funds.

# **BACKGROUND OR DETAILED INFORMATION:**

CDBG funds are a Department of Housing and Urban Development (HUD) entitlement grant to the City of Grand Junction which became eligible for the funding in 1996. The City has received \$421,451 for the 2022 Program Year. The final decision to fund 16 projects was made by the City Council at its hearing on June 15, 2022. The City's 2022 Program Year began on September 1, 2022. Therefore, contracts between the City and the agencies may now be executed.

#### Meals on Wheels

Meals on Wheels serves hot and nutritious lunchtime meals for Mesa County seniors

age 60 and older. The program fosters health, independence and wellbeing. Each weekday it produces 500-600 meals from its downtown Grand Junction kitchen. CDBG funds would be used to offset the cost of food for an estimated 10% growth in the program.

# Eureka! McConnell Science Museum Vehicle Purchase

Eureka!'s hands-on science programs provide local students over 150,000 STEAM learning hours each year. The programs serve nearly 4,000 students and seek to provide equitable access to educational enrichment and increase opportunities for low-income and underserved youth to participate in hands-on science and outdoor learning experiences. CDBG funds will be used to purchase a transit van, which will increase Eureka!'s ability to serve more low-income and underserved youth that otherwise lack access to transportation necessary for them to participate.

The agencies listed above are considered "subrecipients" to the City. The City will "pass through" a portion of its 2022 Program Year CDBG funds to the agencies, but the City remains responsible for the use of these funds. The contracts outline the duties and responsibilities of the agencies and ensure that the subrecipients comply with all Federal rules and regulations governing the use of the funds. The contracts must be approved before the subrecipients may obligate or spend any of the Federal funds. The Subrecipient Agreement with each agency contains the specifics of the projects and how the money will be used by the subrecipients.

### FISCAL IMPACT:

Previously approved 2022 CDBG Program Year Budget/Allocation: \$421,451. Total allocation includes \$25,000 for program administrative costs. The City will "pass through" a total of \$22,800 of its 2022 Program Year CDBG funds to these two agencies/organizations.

# **SUGGESTED MOTION:**

I move to authorize the City Manager to sign the Subrecipient Contracts between the City of Grand Junction and Meals on Wheels of Mesa County and Eureka! McConnell Science Museum for funding through the City's 2022 Community Development Block Grant Program Year.

# **Attachments**

1. 2022 Subrecipient Agreements

#### 2022SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS EXHIBIT A SCOPE OF SERVICES

Date Approved: Amount of Grant: \$15,000 Subrecipient: St. Mary's Hospital Foundation Meals on Wheels Completion Date: August 31, 2023

- The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$15,000 from its 2022 Program Year CDBG Entitlement Funds to purchase food for the Meals on Wheels Program whose main program office is located at 551 Chipeta Avenue, Grand Junction, Colorado ("Property"). Subrecipient serves hot and nutritious lunchtime meals for Mesa County seniors age 60 and older. The program fosters health, independence, and wellbeing. Each weekday it produces 500-600 meals from its downtown Grand Junction kitchen.
- 2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)). It shall meet this objective by providing the above-referenced services for low/moderate income seniors in Grand Junction, Colorado.
- 3. The project consists of the purchase of food for the Meals on Wheels program which is projecting to spend \$415,000 on quality raw ingredients to produce meals Monday through Friday each week. Approximately 72% of Meals on Wheels clients live within the city limits. CDBG funds will help off-set the cost of the food for the City residents. All meals meet strict nutritional guidelines set by the State Unit on Aging and at least 20% of all food products must be sourced from the United States. It is understood that the \$15,000 of City CDBG funds shall be used only for the purposes described in this agreement. Costs associated with any other elements of the program shall be paid for by other funding sources obtained by the Subrecipient.
- 4. This project shall commence upon the full and proper execution of the 2022 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
- 5. The total budget for the cost of the program is estimated to be \$1,110,330, including operational costs.
- 6. This project expects to serve an additional 40 clients in the 2022 Program Year.

\_\_\_ Subrecipient

- 7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
- 8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
- 9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
- 10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
- 11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made, and payment is on a reimbursement basis.
- 12. A formal project notice will be sent to the Subrecipient once all funds are expended, and a final report is received.

\_\_\_\_ Subrecipient

#### Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12

mo. FY contract:1500

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo.

FY contract: 1080

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit: 40; ii) how many will have improved access to the service or benefit\_\_\_\_? And iii) how many will receive the service or benefit that is improved/no longer substandard\_\_\_\_?108

2.) Schedule of Performance Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1:630\_\_\_Q2: 630\_\_\_Q3:\_630\_\_\_Q4: \_630\_\_\_

3) Payment Schedule During the 12 mo. FY contract funds will be drawn Q1\_25\_\_Q2: \_25\_\_ Q3\_25\_Q4: 25

4) Outcome Measures

Activity (select one) \_X\_ Senior Service \_\_\_\_ Youth Service \_\_\_\_ Homeless Service/Faciilty \_\_\_\_ Disabled Service \_\_\_\_ LMI Service \_\_\_ Fair Housing Service

*Primary Objective* (select one) \_X\_ Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity (ies)

*Primary Outcome Measurement* (select one) \_\_\_\_ Availability/Accessibility \_\_\_\_ Affordability \_\_\_\_ Affordability

Summarize the means by which outcomes will be tracked, measured and reported:

All Meals on Wheels customers complete an application to determine eligibility. The questions

on the application are determined by the State Unit on Aging and include income, living arrangements, frailty and nutritional risk.

\_\_\_\_\_ Subrecipient

#### 2022SUBRECIPIENT CONTRACT FOR CITY OF GRAND JUNCTION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS EXHIBIT A SCOPE OF SERVICES

Date Approved: Amount of Grant: \$7,800 Subrecipient: Eureka! McConnell Science Museum Completion Date: August 31, 2023

- The City agrees to pay the Subrecipient, subject to the subrecipient agreement, this Exhibit and attachment to it, \$7,800 from its 2022 Program Year CDBG Entitlement Funds to purchase a multi-passenger vehicle to be used to transport students that attend Eureka! educational enrichment opportunities that are based at the Eureka@ McConnell Science Museum located at 1400 North 7<sup>th</sup> Street, Grand Junction, Colorado ("Property"). Subrecipient provides hands-on science programs to local students and seek equitable access to programs for low- and moderate-income and underserved youth.
- The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income benefit (570.201(e)). It shall meet this objective by providing the abovereferenced services for low/moderate income students and families in Grand Junction, Colorado.
- 3. The project consists of the purchase of a multi-passenger bus or the like to provide transportation home for students enrolled in Eureka's hands-on science programs. The new vehicle would increase Subrecipient's ability to serve more low- and moderate-income youth that otherwise lack access to transportation necessary for them to participate. The vehicle will be the Property owned and operated by the Subrecipient. It is understood that the \$7,800 of City CDBG funds shall be used only for the improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
- 4. This project shall commence upon the full and proper execution of the 2022 Subrecipient Agreement and the completion of all necessary and appropriate state and local licensing, environmental permit review, approval and compliance. The project shall be completed on or before the Completion Date.
- 5. The total budget for the cost of the vehicle is estimated to be \$52,000 as follows:

\$7,800 – CDBG \$44,200 Other Sources

\_\_\_\_ Subrecipient

\_\_\_\_\_ City of Grand Junction

1

- 6. This project will provide for services for approximately 250 students that attend Eureka! programming.
- 7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
- 8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
- 9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
- 10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
- 11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made, and payment is on a reimbursement basis.
- 12. A formal project notice will be sent to the Subrecipient once all funds are expended, and a final report is received.

\_\_\_\_\_ Subrecipient

#### Attachment 1 – Performance Measures

1. Output Measures

A. Total Number of unduplicated clients anticipated to be served by the project during the 12

mo. FY contract: 250

B. Number of unduplicated LMI City residents to be served with grant funds during the 12 mo.

FY contract: 150

C. Of the City residents to be served: i) how many will have new or continued access to the service/benefit: 50; ii) how many will have improved access to the service or benefit\_\_\_\_? And iii) how many will receive the service or benefit that is improved/no longer substandard\_\_\_?

2.) Schedule of Performance Estimate the number of unduplicated City resident to be served per calendar quarter of the 12 mo. FY contract Q1: 62 Q2: 62 Q3: 63 Q4: 63

3) Payment Schedule During the 12 mo. FY contract funds will be drawn Q1: 100% Q2: \_\_\_\_% Q3: %\_\_Q4: %

4) Outcome Measures
 Activity (select one) \_\_\_\_ Senior Service \_X\_\_\_ Youth Service \_\_\_\_ Homeless Service/Facility
 \_\_\_\_ Disabled Service \_\_\_\_ LMI Service \_\_\_\_ Fair Housing Service

*Primary Objective* (select one) \_X\_ Create a suitable living environment \_\_ Provide decent, affordable housing \_\_ Create economic opportunity (ies)

*Primary Outcome Measurement* (select one) \_X\_ Availability/Accessibility \_\_\_\_ Affordability \_\_\_\_ Sustainability

Summarize the means by which outcomes will be tracked, measured and reported:

Eureka! provides scholarships for youth enrolling in programs-based income qualifications what

are verified with current enrollment and eligibility for Medicaid, Marillac Clinic, or the

free/reduced price lunch program. No other income verification information is required for

registration in the programs unless the family is utilizing the youth scholarship program.

\_\_\_\_\_ Subrecipient



# **Grand Junction City Council**

### **Regular Session**

Item #4.a.

Meeting Date: November 2, 2022

**Presented By:** Jay Valentine, General Services Director, Ken Watkins, Fire Chief

**Department:** General Services

Submitted By: Tim Barker

### **Information**

#### SUBJECT:

Purchase of Three Ambulances from Braun Northwest

#### **RECOMMENDATION:**

Staff recommends executing a Sole Source Purchase Order for a total of three, 2022 North Star ambulances mounted on Ford F-550 gasoline engine chassis from Braun Northwest for the amount of \$664,747.00.

#### **EXECUTIVE SUMMARY:**

This purchase includes the replacement of an 11-year-old ambulance that is at the end of its useful life, and two First Responder funded ambulances that are additions to the fleet. These units are similar to other units in the fleet and are being purchased sole source from Braun Northwest for a total of \$664,747.00.

#### **BACKGROUND OR DETAILED INFORMATION:**

The City has been purchasing Braun North Star ambulances since 2018 and has found them to be reliable units. The purchase of these units will maintain standardization of the fleet. One unit is a scheduled replacement and will be purchased through accruals in the Fleet Replacement Fund. The other two units will be additions to the fleet, one for Fire Station 8 and the other to maintain service with the increasing call volume. These two units are funded through the First Responder Fund.

The Fleet Services Division administers the equipment replacement program and vehicle operating budgets. This includes evaluation and determination of equipment replacement and preparation of specifications which ensure acquisition of effective equipment and asset management.

Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

### FISCAL IMPACT:

The funds for these purchases are included in the 2022 Budget within the Fleet and First Responder Funds.

#### **SUGGESTED MOTION:**

I move to (authorize/not authorize) the City Purchasing Division to execute a Sole Source Purchase Order with Braun Northwest for the purchase of three Braun North Star ambulances mounted on Ford F-550 chassis for the amount of \$664,747.00.

# **Attachments**

None



# **Grand Junction City Council**

# **Regular Session**

Item #4.b.

Meeting Date: November 2, 2022

Presented By: Randi Kim, Utilities Director

Department: Utilities

**Submitted By:** John Eklund, Project Engineer

# Information

#### SUBJECT:

Construction Contract for the 2022 Waterline Replacement Project - Phase 1

#### **RECOMMENDATION:**

Authorize the City Purchasing Division to Execute a Construction Contract with K&D Construction, Inc. for the Construction of the 2022 Waterline Replacement Project - Phase 1 in the Amount of \$1,356,817.58.

#### **EXECUTIVE SUMMARY:**

This request is to award a Construction Contract for the 2022 Waterline Replacement Project - Phase 1. This project will replace aging waterlines on various streets north and south of Elm Avenue between 15th Street and 21st Street. This project will replace 7,500 linear feet of 6-inch diameter waterline on Elm Ave.

#### **BACKGROUND OR DETAILED INFORMATION:**

Due to age and condition, approximately 7,500 linear feet of existing water main pipe is proposed to be replaced with new PVC (plastic) water main pipe.

The existing 6-inch cast iron (CI) waterline in the neighborhood between 15th Street to 21st Street and North Avenue to Orchard Avenue is being replaced due to its susceptibility to breaks, reduced water flows and pressures in this part of town, and reduced water quality. The CI waterline in this area was installed in 1960 and over time, CI pipe will develop mineral deposits on the inside of the pipe from the domestic water reducing the flow area, resulting in reduced pressures and flows. The City will be replacing the 6-inch CI pipe with new 6-inch PVC water pipe. By upgrading this waterline to PVC pipe, the pressures and flows will be improved as well as the water quality.

This project is scheduled to start construction in late November 2022 with an expected completion date in late April or early May 2023. Construction will take place during the weekdays between 7 am and 5 pm.

A formal Invitation for Bids was issued via BidNet (an online site for government agencies to post solicitations), posted on the City's Purchasing website, sent to the Grand Junction Chamber of Commerce and the Western Colorado Contractor's Association (WCCA), and advertised in the The Daily Sentinel. Four companies submitted responsive and responsible formal bids as follows:

Contractor	Location	Amount
K&D Construction, Inc.	Grand Jct., CO	\$1,356,817.58
Sorter Construction	Grand Jct., CO	\$1,412.467.00
Dirtworks Construction, LLC	Grand Jct., CO	\$1,628,271.90
Old Castle SW Group, Inc. dba United Companies	Grand Jct., CO	\$1,756,801.80

All bids were well below the engineer's estimate of \$2,048,335.00. Contract price includes prompt payment discount of .25% offered by K&D Construction, Inc. for Net 15 day payment terms. Per Section 10.10 of the Purchasing Manual, all solicitation documents shall remain confidential until the Purchasing Division awards the contract.

# FISCAL IMPACT:

Funding for this project is available in the Water Enterprise fund in 2022 Adopted Budget in capital project - Waterline Replacements. Total project funding is \$2,029,000 of which \$1,792,049 is available to fund the authorization of this contract for \$1,356,818.

# **SUGGESTED MOTION:**

I move to authorize the City Purchasing Division to enter into a Contract with K&D Construction, Inc. for the 2022 Waterline Replacement Project Phase 1 in the amount of \$1,356,817.58.

# **Attachments**

None

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# **Grand Junction City Council**

# **Regular Session**

Item #5.a.

Meeting Date:November 2, 2022Presented By:Shelley Caskey, Human Resources DirectorDepartment:Human ResourcesSubmitted By:Shelley Caskey, Human Resources Director

# Information

### SUBJECT:

A Resolution Declining City of Grand Junction Participation in Colorado's Paid Family Medical Leave Insurance Program (FAMLI)

#### **RECOMMENDATION:**

Staff recommends adoption of the resolution.

#### **EXECUTIVE SUMMARY:**

Colorado voters approved Proposition 118 in November of 2020 allowing a state-run paid Family and Medical Leave Insurance (FAMLI) program. The program provides employees who work in Colorado with 12 weeks of paid leave to take care of themselves or a family member during certain life events such as injury, serious illness, pregnancy, childbirth, adoption, and/or foster placement. Municipalities may participate in the program with no action required, but a vote of City Council is required to decline participation in this program.

The City's leave program provides eligible employees with 100 percent paid family and/or medical leave through Short-Term Disability (STD) in addition to 12 weeks of job protection through Family Medical Leave (FML). Under the FAMLI program, employees who qualify for paid leave will be paid between 37 percent and 90 percent of their regular wage compared to the 100% the City currently offers. Based on the City's current bi-weekly gross wages of 2.2M (56.5M annually), participation in FAMLI would have a bi-weekly cost to the organization of \$9,900 (\$257,400 annually). Using the City's average annual employee salary of \$73,000, the average bi-weekly cost for an employee would be \$12.63 (\$328.50 annually).

Since the City's current leave program exceeds the benefits paid to employees through the FAMLI program and does not result in an additional cost to our employees, it is recommended the City *Decline All Participation* in the FAMLI program. Additionally, a declination in participation in FAMLI is in line with other municipalities as most municipalities are planning, or have already, voted to opt out of the program.

Colorado law provides that a local government employer may decline participation in Colorado's paid FAMLI program. With the adoption of this Resolution, the City Council will decline participation in the FAMLI program.

# **BACKGROUND OR DETAILED INFORMATION:**

In November 2020, Colorado voters approved Proposition 118, which allowed for creation of a state-run paid Family Medical Leave Insurance (FAMLI) program. The FAMLI program is arranged by Colorado law (C.R.S. 8-13.3-401 to 524) and is administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance. The program provides eligible Colorado employees with up to 12 weeks of paid leave to take care of themselves or a family member during certain life events such as injury, serious illness, pregnancy, childbirth, adoption, and/or foster placement. Municipalities may participate in the program with no action required, but a vote of City Council is required to decline participation in this program. Staff is recommending City Council decline participation.

Currently, the City's leave program provides eligible employees with 100 percent paid family and/or medical leave through Short-Term Disability (STD) in addition to 12 weeks of job protection through Family Medical Leave (FML). The first 80 hours (112 hours for sworn Fire) of STD are paid through an employee's Paid Time Off (PTO) bank of hours. The remaining 400 hours (560 hours for sworn Fire) are compensated at 100 percent of the employee's normal base wage.

Participating employers and employees will be required to pay premiums for the FAMLI program, with the City bearing the administrative costs of compliance. Currently, premiums are set at 0.9% of an employee's gross bi-weekly wage. Employers are responsible for paying half of that premium, and employees are required to pay the other half, or 0.45 percent, of their gross bi-weekly wage. Premium collection begins January 1, 2023, with paid leave benefits starting in January of 2024.

Under the FAMLI program, employees who qualify for paid leave will be paid between 37 percent and 90 percent of their regular wage compared to the 100% the City currently offers. Based on the City's current bi-weekly gross wages of 2.2M (56.5M annually), participation in FAMLI would have a bi-weekly cost to the organization of \$9,900 (\$257,400 annually). Using the City's average annual employee salary of \$73,000, the average bi-weekly cost for an employee would be \$12.63 (\$328.50 annually). These are fixed costs. It does not include the additional administrative costs associated with collection of the funding, quarterly submittal, and completion of wage data reporting Finance would need to complete. Human Resources would also need to determine how we would coordinate the different benefit offerings or make the decision to eliminate our current paid leave program and replace it with FAMLI. Employees would also be required to pay into the program regardless of their utilization with no refunding of payments made into the program.

Colarado law (C.R.S. 8-13.3-522) provides that a local government employer may choose to *Participate*, *Decline all Participation*, or *Decline Employer Participation* in the FAMLI program.

- **Participate in FAMLI** If this option is chosen, the City would pay the employer share of the premiums (0.45 percent of wages) and, once a quarter, remit employees' share of premiums (0.45% of wages) along with wage data to the FAMLI Division. No formal vote is required for this option.
- Decline All Participation in FAMLI To decline all participation in the FAMLI program, City Council, as the governing body, must vote to do so. The decision to decline is good for eight (8) years from the date of the vote. Another vote would need to be held if the City wished to continue opting out beyond eight (8) years.
- Decline Employer Participation in FAMLI This option allows the City to decline participation as described above, while allowing assistance to employees who want to individually participate in the FAMLI program by facilitating payroll deductions, with remittance of the employee share of the premiums (0.45% of wages) and wage data once a quarter to the FAMLI Division.

Employees can still participate individually and receive FAMLI benefits, even if the City declines participation in the program. If an employee decides to opt into the state-run program individually, the employee would be required to remit their premium share directly to the FAMLI Division.

Since the City's current leave program exceeds the benefits paid to employees through the FAMLI program and does not result in an additional cost to our employees, it is recommended the City *Decline All Participation* in the FAMLI program. From a recruiting and retention standpoint, the City has been continually enhancing employee benefits to compete in the current employment market and be an employer of choice. Reducing our benefit offerings is counter-productive to the current employee-focused culture we are developing. Additionally, a declination in participation in FAMLI is in line with other municipalities as most municipalities are planning, or have already, voted to opt out of the program. The only known exception to this is the Town of Windsor, which voted to *Decline Employer Participation* but will administer employee contributions.

More detailed information on the state of Colorado's FAMLI leave program may be found in the attached *FAMLI PROGRAM NOTICE*.

# FISCAL IMPACT:

There is no budgetary impact associated with the adoption of this resolution.

#### SUGGESTED MOTION:

I move to (adopt/deny) Resolution 81-22, a resolution declining City of Grand Junction participation in the Colorado FAMLI program.

# **Attachments**

- 1. FAMLIProgramNotice
- 2. FAMLIProgram.EmployeeNoticeofVote
- 3. RES-FAMLI Program Declination 102422



# Deductions from Employee Wages start January 1, 2023

- The employee share of FAMLI premiums is set at 0.45% of employee wages through 2024. For 2025 and beyond, the director of the FAMLI Division sets the premium rate according to a formula based on the monetary value of the fund each year. Employees with ten or more employees must also contribute an additional 0.45% of wages for a total of 0.9%, but employers with nine or fewer employees are only responsible for the 0.45% employee share.
- Employers are not required to deduct FAMLI contributions from employees' wages. However, starting in 2023, employers are allowed to deduct up to 0.45% from employees' wages for FAMLI contributions. For every \$100.00 an employee makes, an employer may deduct up to \$0.45.

# Benefits start January 1, 2024

- Starting in 2024, paid family and medical leave benefits are available to most Colorado employees who have a qualifying condition and who earned \$2,500 over the previous year for work performed in Colorado.
- The qualifying conditions for paid family and medical leave are:
  - · Caring for a new child during the first year after the birth, adoption, or foster care placement of that child.
  - Caring for a family member with a serious health condition.
  - Caring for your own serious health condition.
  - Making arrangements for a family member's military deployment.
  - Obtaining safe housing, care, and/or legal assistance in response to domestic violence, stalking, sexual assault, or sexual abuse.
- Covered employees are entitled to up to 12 weeks of paid family and medical leave per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications are entitled to up to 4 more weeks of paid family and medical leave per year for a total of 16 weeks.
- Leave may be taken continuously, intermittently, or in the form of a reduced schedule.
- Leave will be paid at a rate of up to 90% of the employee's average weekly wage, based on a sliding scale. Employees may estimate their benefits by using the benefits calculator available at famil.colorado.gov.
- You don't have to work for your employer a minimum amount of time in order to qualify for paid family and medical leave benefits.
- If FAMLI leave is used for a reason that also qualifies as leave under the federal FMLA, then the leave will also count as FMLA leave used.
- Employees may choose to use sick leave or other paid time off before using FAMLI benefits, but they are not required to do so.
- Employers and employees may mutually agree to supplement FAMLI benefits with sick leave or other paid time off in order to provide full wage replacement.

# **Filing Claims**

- Employees will not be able to file for benefits until the last quarter of 2023. Benefits will be available starting January 2024. Instructions on how to apply for benefits will be available on famil.colorado.gov in the last quarter of 2023.
- Employees or their designated representatives apply for FAMLI benefits by submitting an application, along with required documentation, directly to the FAMLI Division. Employers cannot make employees apply for FAMLI benefits.
- Applications may be submitted in advance of the absence from work, and in some circumstances, they may be submitted after the absence has begun.
- Approved applications will be paid by the FAMLI Division within two weeks after the claim is properly filed, and every two weeks thereafter for the duration of the approved leave.
- Employees can appeal claim determinations to the FAMLI Division.
- Individuals who attempt to defraud the FAMLI program may be disqualified from receiving benefits.

### Job protection and continued benefits

- Employers must maintain health care benefits for employees while they are on FAMLI leave, and both the employer and the employee remain responsible for paying for those benefits in the same amounts as before the leave began.
- An employee who has worked for the employer for at least 180 days is entitled to return to the same position, or an equivalent position, upon their return from FAMLI leave.

### Retaliation, Discrimination, and Interference Prohibited

- Employers may not interfere with employees' rights under FAMLI, and may not discriminate or retaliate against them for exercising those rights.
- Employees who suffer retaliation, discrimination, or interference may file suit in court, or may file a complaint with the FAMLI Division.

# Other Important Information

- An employer may offer a private plan that provides the same benefits as the state FAMLI plan, and imposes no additional costs or restrictions. Private plans must be approved by the FAMLI Division.
- Employees and employers are encouraged to report FAMLI violations to the FAMLI Division.



From:	Shelley Caskey
To:	All City Hall Users; All Comm Center Users; All Fire Users; All Parks Users; All Persigo Users; All Police Users; All
	Shops Users; All Utilities; All VGJ Users; All Water Users; All DDA Users
Subject:	Notice of City Council Vote November 2, 2022 - Colorado Paid Family Medical Leave Insurance Program (FAMLI)
Date:	Tuesday, October 25, 2022 6:16:00 PM

This memo will serve as required notice to all City of Grand Junction employees that a City Council vote will be held at the regular council meeting on November 2, 2022, at City Hall, located at 250 N.

5<sup>th</sup> Street, at 5:30 pm, to decide whether the City will decline or accept participation in the state-run Paid Family Medical Leave Insurance Program (FAMLI). At that time, public comment may be heard on the matter. Below is the background information on the state-run FAMLI program.

### State of Colorado FAMLI Program

In November 2020, Colorado voters approved Proposition 118, creating a state-run paid Family Medical Leave Insurance (FAMLI) program. The program provides employees who work in Colorado with 12 weeks of paid leave to take care of themselves or a family member during certain life events such as injury, serious illness, pregnancy, childbirth, adoption, and/or foster placement.

Participating employers AND employees will be required to pay premiums toward the FAMLI program with employers bearing the administrative costs of compliance. Currently, premiums are set at 0.9% of an employee's gross bi-weekly wage. Employers are responsible for paying half of that premium, and employees are required to pay the other half, or 0.45%, of their gross bi-weekly wage. Premiums are required to be paid regardless of whether the employee ever uses the program. Premiums will be collected beginning on January 1, 2023, with benefits beginning in January of 2024. Using the City's average annual employee salary of \$73,000, the average bi-weekly cost to an employee would be \$12.63 (\$328.50 annually).

Under the FAMLI program, employees who qualify for paid leave starting in January 2024 will be paid between 37% and 90% of their regular wages. The percentage paid to each employee is based on the employee's earnings but is capped at \$1,100 per week. For example, an employee earning \$1,500 per week would be eligible to receive 68% of their pay, or \$1,020 per week while on FAMLI leave. For more specific benefit information, a premium and benefits calculator is available online at https://famli.colorado.gov/individuals-and-families/premium-and-benefits-calculator.

Currently, the City's leave program provides eligible employees with 100% paid family and/or medical leave through Short-Term Disability (STD) in addition to 12 weeks of job protection through Family Medical Leave (FML). The first 80 hours (112 hours for sworn Fire) of STD are paid through an employee's Paid Time Off (PTO) bank of hours. The remaining 400 hours (560 hours for sworn Fire) are compensated at 100% of the employee's normal base wage.

As a governmental employer, the City has the option to opt out of the FAMLI program. Employees will still have the opportunity to participate in the state-run FAMLI program individually, even if the City elects to opt out. If an employee decides to participate in the FAMLI program, they would be required to remit only the employee portion of the premium directly to the state. Based on the City's current paid leave options and the additional employee cost of FAMLI participation, staff is

recommending the City consider opting out of the FAMLI program.

For more specific information on the FAMLI program, please visit <u>https://famli.colorado.gov/</u>.

Shelley Caskey, PHR, SHRM-SCP Human Resources Director City of Grand Junction 250 N. 5<sup>th</sup> Street Grand Junction, CO 81501 P (970) 244-1492 F (970) 256-4007

This electronic mail transmission is from Shelley L. Caskey, Human Resources Director with the City of Grand Junction, CO. The information contained in this message may be privileged and/or confidential, protected by law. The privileges are not waived by virtue of this message being sent to you in error. If the person receiving this message or any other reader of the message is not the intended recipient, please note that disclosure, copying, distribution or use of the information contained in the message is prohibited. If you have received this message in error, please immediately contact me at the number listed above and then destroy all pages and contents.

### RESOLUTION NO.

### A RESOLUTION TO DECLINE THE CITY OF GRAND JUNCTION'S PARTICIPATION IN PAID FAMILY MEDICAL LEAVE INSURANCE PROGRAM (FAMLI)

Recitals:

In November 2020, Colorado voters approved Proposition 118, which allowed for creation of a state-run paid Family Medical Leave Insurance (FAMLI) program. The FAMLI program is arranged by Colorado law (C.R.S. 8-13.3-401 to 524) and is administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance.

The City of Grand Junction provides paid leave in excess to what is mandated by Colorado law. Among other things the City pays medical and family leave to its employees at 100% of the employee's wage instead of the partial reimbursement provided under the FAMLI program.

Colorado law (C.R.S. 8-13.3-522) provides that a local government employers may decline participation in the FAMLI program by vote of the governing body and allows for interested employees to participate individually.

On \_\_\_\_\_ 2022 notice was provided to employees and the public of the opportunity to submit comments to City Council regarding the FAMLI program at a public hearing on November 2, 2022. The hearing was held on November 2, 2022, and opportunity was given for the City Council to receive comments regarding the FAMLI program.

Following the hearing the City Council made and determined a local decision to provide benefits and protections to employees of the City without participation in the FAMLI program.

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

- 1. Declination of the FAMLI Program. The City Council of the City of Grand Junction, Colorado as the governing body of the City, hereby resolves to decline participation by the City in the paid Family Medical Leave Insurance (FAMLI) program under C.R.S. 8-13.3-522.
- 2. This Resolution shall take effect upon its approval by the City Council.
- 3. The Mayor, Mayor *pro tem* (in the Mayor's absence), and/or City staff are hereby granted the authority to take all actions necessary to implement the provisions of this Resolution including providing formal notice to the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance regarding the City's decision to decline all participation in the FAMLI program.

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of November 2022.

Anna M. Stout, President Grand Junction City Council ATTEST:

Amy Phillips City Clerk



# **Grand Junction City Council**

# **Regular Session**

Item #5.b.

Meeting Date: November 2, 2022

**Presented By:** John Shaver, City Attorney

**Department:** City Attorney

Submitted By: John Shaver

# Information

### SUBJECT:

A Resolution Finding that Downtown Redevelopment Projects Support and Promote the Plan of Development

### **RECOMMENDATION:**

Adopt and approve the Resolution finding that the Downtown Redevelopment Projects support and promote the Plan of Development.

# EXECUTIVE SUMMARY:

Consistent with the Plan of Development as revised, certain financial support has been made or offered to stimulate reinvestment and/or to deter further economic and physical deterioration within the DDA boundary. With this Resolution, together with the attached Resolutions of the DDA Board, the City Council as the governing body, finds that the Projects, individually and collectively in their respective plan of development areas support and promote the Plan of Development and that the funding made or to be made all as provided in the DDA Resolutions has been or will be accounted for in budgeted appropriations and further finds that the Projects serve a public purpose/promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City/and will halt or prevent the deterioration of property values or structures within the DDA redevelopment boundary area/the City as provided by law.

# **BACKGROUND OR DETAILED INFORMATION:**

By and with the attached Resolutions, the Downtown Development Authority Board has found that GJ Lofts LLC/ 436 Main LLC, Sky Outpost, Grand River Lofts, and the Eddy are development iniatives ("Projects") located within the boundaries of the Downtown Development Authority ("DDA") and all are or were blighted properties and all have or will benefit from redevelopment.

In accordance with Colorado law, the DDA has established tax increment financing ("TIF"), which provides a financial tool to stimulate and support certain redevelopment activities such as these. As well, the DDA may expend non-TIF revenue in support of its mission. With the formation of the DDA, a Plan of Development ("Plan of Development") was adopted by the Grand Junction City Council in 1981, with the Plan of Development being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02. Consistent with the Plan of Development as revised, and to the extent the same is implemented by the construction of the Projects, certain financial support has been made or offered to stimulate reinvestment and/or to deter further economic and physical deterioration.

With this Resolution, together with the attached Resolutions of the DDA Board, the City Council as the governing body, finds that the Projects, individually and collectively in their respective plan of development areas support and promote the Plan of Development and that the funding made or to be made as provided in the DDA Resolutions has been or will be accounted for in budgeted appropriations and the Projects serve a public purpose/promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City/and will halt or prevent the deterioration of property values or structures within the DDA redevelopment boundary area/the City as provided by law.

# FISCAL IMPACT:

There is no direct fiscal impact resulting from adoption of the Resolution.

# **SUGGESTED MOTION:**

I move (adopt/deny) Resolution 82-22 finding that the Downtown Redevelopment Projects support and promote the Plan of Development.

# **Attachments**

1. POD Projects 2022-2023

#### 1 CITY OF GRAND JUNCTION, COLORADO

2 RESOLUTION NO.

3 A RESOLUTION FINDING THAT DOWNTOWN REDEVELOPMENT PROJECTS SUPPORT AND 4 PROMOTE THE PLAN OF DEVELOPMENT

5 **RECITALS:** 

37

By and with the attached Resolutions the Downtown Development Authority Board has 6

7 found that GJ Lofts LLC, 436 Main LLC, Sky Outpost, Grand River Lofts, and the Eddy are

8 development iniatives ("Projects") located within the boundaries of the Downtown

9 Development Authority ("DDA") and all are or were blighted properties and all have or

- 10 will benefit from redevelopment. In accordance with Colorado law, the DDA has
- established tax increment financing ("TIF"), which provides a financial tool to stimulate 11
- and support certain redevelopment activities such as these. As well, the DDA may 12
- expend non-TIF revenue in support of its mission. 13

14 With the formation of the DDA a Plan of Development ("Plan of Development") was

adopted by the Grand Junction City Council in 1981, with the Plan of Development 15

being revised by Ordinances 4881, 4937 and DDA Resolutions 2019-04 and 2020-02. 16

- Consistent with the Plan of Development as revised, and to the extent the same is 17
- 18 implemented by the construction of the Projects, certain financial support has been
- 19 made or offered to stimulate reinvestment and/or to deter further economic and
- physical deterioration. With this Resolution, together with the attached Resolutions of 20
- 21 the DDA Board ("DDA Resolutions"), the City Council finds that the Projects, individually
- and collectively in their respective plan of development areas, support and promote 22

the Plan of Development and that the funding made or to be made all as provided in 23

the DDA Resolutions has been or will be accounted for in budgeted appropriations, 24

25 and the Projects serve a public purpose, promote the health, safety, prosperity, security, and general welfare of the inhabitants of the City, and will halt or prevent the

- 26
- deterioration of property values or structures within the DDA redevelopment boundary 27 28 area/the City as provided by law.
- NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND 29 JUNCTION, COLORADO THAT: 30
- 31 1. The foregoing Recitals are incorporated and adopted and in accordance with and pursuant to this Resolution, the City Council of the City of Grand Junction 32 33 hereby adopts and approves the Projects and the certain financial support that 34 has been made or offered to stimulate reinvestment and/or to deter further economic and physical deterioration as consistent with and advancing the Plan 35 of Development, as amended, all as provided in the DDA Resolutions. 36
- 2. In accordance with and pursuant to this Resolution, the City Council of the City 38 of Grand Junction, Colorado confirms all actions consistent with the DDA 39 Resolutions, the Plan of Development as revised and with the approval of this 40

- 41 Resolution the actions of the officers, employees, and agents of the City
  42 pursuant to C.R.S 31-25-801-822 and the Plan of Development.
- 43
- 3. The City Council finds and declares that this Resolution is promulgated and
  adopted for the public health, safety, and welfare of the City.
- 46

47 PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2022.

- 48
- 49 Anna M. Stout
- 50 President of the City Council
- 51
- 52
- 53 Amy Phillips
- 54 City Clerk

### DOWNTOWN DEVELOPMENT AUTHORITY

### **RESOLUTION 2021-08**

# A RESOLUTION TO APPROVE AN EXPENDITURE FOR THE DOWNTOWN CATALYST PROGRAM UTILIZING THE 103 FUND FOR UP TO \$490,000 ON A REIMBURSEMENT BASIS FOR GJ LOFTS, LLC LOCATED IN THE DDA BOUNDARY AT 950 GRAND AVENUE IN THE CITY OF GRAND JUNCTION, COLORADO

### **RECITALS:**

The Lofts Project submitted a Downtown Catalyst Program application for assistance in removing and remediating the property at 950 Grand Avenue. The property is the former Strive Building which is contaminated with asbestos, is economically obsolete and blighted.

The request to the Downtown Development Authority ("the Authority" or "DDA") is to financially participate in environmental remediation of the property in anticipation of redevelopment of it into 76 new residential units. The property is located within the District boundaries. The request was for an amount up to \$490,000. The DDA's contribution will fund the teardown and associated environmental remediation, which when constructed will help remedy the existing slum and blight conditions that have previously impaired the property, its developability and economic viability. This cost is not covered by HUD financing and therefore the DDA's participation is vital to making the project economically viable.

This Lofts Apartment Project fits into the DDA's mission and vision of creating new Downtown housing as it will add 78 new units in the District. Collectively the apartment units, together with other amenities to be constructed are referred to herein and the Project.

The \$13,700,000.00 Project will also encourage economic activity in Downtown as residents will spend money shopping and dining in Downtown in general and will help to activate the heretofore blighted property all in furtherance of the DDA's mission, vision and the overall betterment of Grand Junction.

The DDA Board has considered the request and approved reimbursement of up to \$490,000.00 ("Contribution" or "the Contribution") toward Project cost(s) for asbestos and environmental remediation and teardown of the former Strive Building at 950 Grand Avenue in anticipation of the construction of 78 apartments on the site.

Prior to reimbursement in whole GJ Lofts, LLC shall provide in a form and with sufficient detail as required by the DDA:

•Proof of building teardown and legal and otherwise proper remediation of the asbestos/environmental contamination, with receipts without markup, for professional work done by December 31, 2022; and acknowledgment in a separate agreement signed by the owner of the Project or its principals to these terms.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

The Board finds, determines and accepts the Recitals as fact and incorporates the same in its decision that the request for financial participation by The Lofts project is a proper use of DDA funds in order to create Downtown housing in the District and advances the DDA's mission and vision.

This action was authorized by and as action of the Board this 8th day of July 2021.

Doug Simons Jr., Chair Grand Junction Downtown Development Authority

ATTEST:

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Vonda Bauer, Administrative Specialist Grand Junction Downtown Development Authority

### DOWNTOWN DEVELOPMENT AUTHORITY

# **RESOLUTION 2021-10**

# A RESOLUTION TO APPROVE AN EXPENDITURE FROM THE 103 FUND FOR UP TO \$28,000 ON A REIMBURSEMENT BASIS FOR ECONOMIC DEVELOPMENT BY 436 MAIN, LLC LOCATED IN THE DDA BOUNDARY AT 436 MAIN STREET IN THE CITY OF GRAND JUNCTION, COLORADO

### **RECITALS:**

436 Main, LLC has requested in the attached document that the Grand Junction, Colorado, Downtown Development Authority ("the Authority" or "DDA") consider financial participation in the "Gear Junction/Trail Life Brewery" project ("Project") located at 436 Main Street.

This project fits into the DDA's vision of activating second story spaces along Main Street and spurring economic activity in underutilized buildings. This project also allows for a business expansion and the creation of a new business in Downtown Grand Junction.

The DDA Board has considered the request and approved reimbursement of up to \$28,000 toward the cost associated with the project. Specifically, that sum (\$28,000) will be for the addition of an elevator to provide ADA access to the second floor.

The DDA's financial participation in the Gear Junction/Trail Life Brewery Project will facilitte the creation of additional jobs in Downtown, support expansion of an existing business and the creation of a new business. The total Project is estimted at \$400,000+. Improvements of and to the 436 Main property will increase sales tax activity in a prominent building in Downtown that has become blighted from disinvestment and economic obsolescence.

The DDA's participation in the Project will be on a reimbursement basis on and subject to the following: 436 Main Street, LLC must provide a) proof of a Certificate of Occupancy for "Gear Junction/Trail Life Brewery" on or prior to December 31, 2023 and b) proof of payment for and complete construction of an elevator, with full and unconditional certification of the elevator together with the necessary additional entrances, railings, and signage necessary for use on or priof to December 31, 2023. To the extent necessary or required to form an enforceable agreement 436 Main LLC and the DDA shall enter into a separate agreement memorializing the terms and conditions of the Project and the DDA's financial participation in the same.

# NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

The in consideration of the forgoing Recitals, which are substantive and material terms for the approval of this Resolution, the Board of the Grand Junction Downtown Development Authority finds and determines that the request for financial participation in the 436 Main Street economic development project is an appropriate use of DDA funds in order to create public benefit and improvements and stimulate private investment in the District.

This action was authorized by and as action of the Board this 11th day of November 2021.

Doug Simons Jr., Chair Grand Junction Downtown Development Authority

ATTEST:

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Vonda Bauer, Administrative Specialist Grand Junction Downtown Development Authority

### DOWNTOWN DEVELOPMENT AUTHORITY

### **RESOLUTION 2021-02**

# A RESOLUTION TO APPROVE AN EXPENDITURE FROM THE 103 FUND FOR UP TO \$125,000 ON A REIMBURSEMENT BASIS FOR ECONOMIC DEVELOPMENT BY BUENA VIDA, LLC IN THE DOS RIOS DEVELOPMENT PROJECT LOCATED IN THE DDA BOUNDARY AT 535 HALE IN THE CITY OF GRAND JUNCTION, COLORADO

#### **RECITALS:**

Buena Vida, LLC has requested in the attached document that the Grand Junction, Colorado, Downtown Development Authority ("the Authority" or "DDA") consider financial participation in the "Sky Outpost/El Jet's Cantina" project located at Dos Rios. Dos Rios is a public-private redevelopment of a blighted property within the DDA.

The DDA Board has considered the request and approved reimbursement of up to \$125,000 toward the cost of land excavation/reclamation associated with the project. The reimbursement shall be at cost and without markup.

The DDA's financial participation will spur an estimated \$5,000,000 of private investment that can serve as a catalyst for Riverfront development. The DDA's investment will also lead to public improvements on the site including public waterfront access, bike path access and access to waterfront shade shelters (palapas) that will all be available for public use.

Prior to reimbursement Buena Vida, LLC must provide:

- Proof of Certificate of Occupancy for "Sky Outpost/El Jet's Cantina" on or prior to December 31, 2023.
- Receipts showing proof of payment for professional land excavation services for the entire project site.

# NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

The Board finds and determines that the request for finacial participation in the Buena Vida economic development project is an appropriate use of DDA funds in order to create public improvements and spur private investment in the District.

This action was authorized by and as action of the Board this 11th day of March 2021.

Doug Simons Jr., Chair Grand Junction Downtown Development Authority

ATTEST:

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Vonda Bauer, Administrative Specialist Grand Junction Downtown Development Authority

#### DOWNTOWN DEVELOPMENT AUTHORITY

### **RESOLUTION 2022-02**

# A RESOLUTION TO APPROVE AN EXPENDITURE OF UP TO \$100,000.00 FROM THE DDA 103 FUND, ON A REIMBURSEMENT BASIS, FOR ECONOMIC DEVELOPMENT BY GRAND RIVER LOFTS, LLC FOR A PROJECT LOCATED IN THE DDA BOUNDARY AT 130 NORTH 4TH STREET, GRAND JUNCTION, COLORADO

### **RECITALS:**

Grand River Lofts, LLC has requested in the document attached to this Resolution, which is incorporated by this referce as if fully set forth, that the Grand Junction, Colorado, Downtown Development Authority ("Authority" or "DDA") consider financial participation in the Grand River Lofts project located at 130 North 4<sup>th</sup> Street, Grand Junction, Colorado ("Project").

The DDA Board has considered the Project and finds that it fits into the DDA's vision of activating spaces in the central business district, and its spurs economic activity at an underutilized location within the DDA. The Board further finds that the Project will create seven new restaurant/retail units and provide 21 *for sale* residential units. The DDA has had a long-standing goal of increased Downtown residential options.

In light of the foregoing, the DDA Board has considered the request for financial participation in support of the Project, and with this Resolution approves reimbursement of up to \$100,000.00 toward certain costs associated with the development of the Project.

Specifically, the DDA's financial participation of up to \$100,000.00 will be held in reserve for the construction of an accessible elevator (to the most current ADA/ADAAG standards), which when constructed will allow Project tenants and owners to have ADA access to the Project units, the abutting parking garage and will provide an improved experience for other users of the parking garage.

The DDA's financial participation is part of a \$7,500,000.00 plan that when completed will create additional jobs, support expansion of existing business, and the creation of new businesses. The Project will increase sales and property tax activity in a prominent location that was previously owned by the DDA and sold with the intent of it being developed as the Project proposes.

To receive the DDA's financial participation of up to \$100,000.00 for the elevator, Grand River Lofts, LLC shall provide to the DDA Executive Director prior to February 1, 2024:

- A final Certificate of Occupancy issued by the Mesa County Building Department for Grand River Lofts (Project) as the same has been designed and represented in the attachment hereto; and,
- Proof of payment without markup, and as may be applciable lien waiver(s), for the construction of the elevator for and in support of the completed Project as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

The Board adopts the foregoing Recitals, and further finds and determines that the request for financial participation in supprt of the Grand River Lofts economic development project on a reimbursement bais in an amount not to exceed \$100,000.00 for construction of an accesible elevaor, is an appropriate use of DDA funds in order to create public improvements and spur private investment in the Authority's boundary.

This action was authorized by and as an action of the Board this 21st day of April 2022,

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Doug Simons Jr., Chair Grand Junction Downtown Development Authority

ATTEST:

Vonda Bauer, Administrative Specialist Grand Junction Downtown Development Authority

### DOWNTOWN DEVELOPMENT AUTHORITY

### **RESOLUTION 2021-09**

# A RESOLUTION TO APPROVE AN EXPENDITURE FOR THE DOWNTOWN CATALYST PROGRAM UTILIZING THE 103 FUND FOR UP TO \$500,000 ON A REIMBURSEMENT BASIS FOR THE EDDY AT GRAND JUNCTION, LLC PROJECT LOCATED IN THE DDA BOUNDARY AT 347 27 ½ ROAD IN THE CITY OF GRAND JUNCTION, COLORADO

### **RECITALS:**

The Eddy at Grand Junction, LLC submitted a Downtown Catalyst Program application for assistance in helping offset costs associated with fill and clean up costs needed to make the project viable. The request to the Downtown Development Authority ("the Authority" or "DDA") is to financially participate in The Eddy project located at 347 27 ½ Road within the district boundaries at an amount up to \$500,000. The DDA's contribution will fund increment fill and clean up costs estimated at \$1.2million, which when complete will help remedy the existing slum and blight conditions that have previously impaired the property, its developability and economic viability.

This Eddy Apartment Project fits into the DDA's mission and vision of creating new Downtown housing as it will add 96 new units in the Riverfront corridor of the District. Collectivley the apartment units, together with other amenities to be constructed are referred to herein as the Project.

The \$28million Project will also encourage economic activity in Downtown as residents will spend money shopping and dining in Downtown in general and will help to activate the heretofore blighted Riverfront corridor in particular where the DDA has already invested millions of dollars in furtherance of its mission, vision and the overall betterment of Grand Junction.

The DDA Board has considered the request and approved reimbursement of up to \$500,000.00 ("Contribution" or "the Contribution") toward Project cost(s) of incremental fill and clean up costs necessary to bring buildings out of the flood plain and clean up the site.

Up to \$500,000 to help with Prior to reimbursement in whole or in part of the Contribution the Eddy shall provide in a form and with sufficient detail as required by the DDA:

• Proof of fill and clean up work done with receipts without markup for professional work fully performed by December 31, 2023; and, .

- A verification confirmation from the Project architect and/or engineer certifing that the apartment building phase of the Project is no less than 20% complete by December 31, 2023 together with a description of the other work completed and the work to be completed; and,
- Acknowledgment in a separate agreement signed by the owner of the Project or its principals to these terms.

# NOW, THEREFORE, BE IT RESOLVED BY THE GRAND JUNCTION DOWNTOWN DEVELOPMENT AUTHORITY THAT:

The Board finds, determines and accepts the Recitals as fact and incorprated the same in its decision that the request for financial participation by the Eddy at Grand Junction, LLC Project is a proper use of DDA funds in order to create Downtown housing in the District and advances the DDA's mission and vision.

This action was authorized by and as action of the Board this 8th day of July 2021.

Doug Simons Jr., Chair

Grand Junction Downtown Development Authority

ATTEST:

Vonda Bauer, Administrative Specialist Grand Junction Downtown Development Authority



# **Grand Junction City Council**

# **Regular Session**

Item #6.a.i.

Meeting Date:November 2, 2022Presented By:Greg Caton, City Manager

**Department:** City Manager's Office

Submitted By: Jodi Welch, Finance Director

# Information

### SUBJECT:

Introducing the Appropriation Ordinance for the 2023 Budget, Presentation, First Public Hearing and Setting a Second Public Hearing for December 7, 2022

### **RECOMMENDATION:**

The 2023 Recommended Budget will be presented at this meeting and then will be open for City Council to hear public comment on the budget. A second public presentation and hearing is scheduled for December 7, 2022.

# **EXECUTIVE SUMMARY:**

The budget is the highest expression of the City Council's policies and decision making. It articulates the initiatives, investment, and services provided by and through elected officials and staff. The budget represents the allocation of resources to achieve the goals identified by the City's Comprehensive Plan and the City Council's strategic priorities of Mobility & Infrastructure, Economic Development, Housing, Public Safety, and Quality of Life.

The 2023 Recommended Budget totals \$236.2 million (\$236,161,400) which is a 0.6 percent decrease from the 2022 Adopted Budget. This net decrease is primarily due to a decrease in capital projects planned for 2023 as compared to 2022, offset by increases in labor and operating budget. Increases in labor are due to new positions and wage increases. Increases in operating expenses are due to new programs such as affordable housing and the infill incentive, equipment needs, and overall cost increases for supplies and system maintenance, as well as increases in internal support services for fleet, facilities, and fuel. The 2023 Recommended Budget is balanced, with a General Fund surplus (revenues more than expenses) of \$344,308. The projected 2023 ending General Fund balance is \$39.7 million, which includes \$4.1 million in restricted funds and \$24.8 million in minimum reserve.

The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses. The 2023 Recommended Budget has been discussed with City Council during three main budget workshops on October 3, October 17, and October 31. Economic development funding discussions occurred in the August 15, October 17, and the October 31 workshops. On October 18, there was also a budget work session of the Persigo Joint Sewer Board for presentation, review, and discussion of the 2023 Recommended Budget for the Sewer Fund. The City Council authorizes the Annual Budget through the appropriation of spending at the fund level.

The City organization proudly continues to serve this community within the traditional lines of public safety, public works, parks, recreation, community development, and utilities. Beginning in 2022 and now continuing in 2023, the City's service delivery model has been significantly enhanced in the areas of affordable housing, sustainability, and community engagement. The City's financial position remains strong, and the 2023 budget as the annual financial plan for the City is reflective of the strategic and long-term vision of the City Council to serve the community in 2023.

# BACKGROUND OR DETAILED INFORMATION:

The development of the 2023 Recommended Budget includes all city departments and involves over 30 employees for a total of over 3,000 hours of staff time. The process begins when staff engages with key partners in the community to develop a sense for the local economy and current market conditions and trends. This information is used to develop revenue forecast models that aid in the development of the budget. Although City Council and staff receive input from the community year-round, the staff also hosts community budget discussions which provides another opportunity for input during the budget development process.

Through the budget process, staff develops labor, operating, and capital budgets resulting in a detailed line-item review of each department budget by the City Manager and an internal review team. There have been three workshops with City Council and supporting detail budget documents were provided for each workshop and are available to the public online. The budget documents attached to this staff report represent the culmination of the budget process for the City's 2023 Recommended Budget of \$236.2 million.

At the August 15 workshop, the City's economic development partners presented to City Council and discussed City funding, economic development collaboration, and 2023 budget requests. This included Grand Junction Economic Partnership, Grand Junction Area Chamber of Commerce, Industrial Development Inc., and the Grand Junction Regional Air Service Alliance.

The October 3 workshop was the presentation of the total 2023 Recommended Budget as well as the detailed presentation of budgets for the major operating departments of the City including Police, Fire, General Services, Parks & Recreation, Community Development, and Visit Grand Junction. At the October 17 workshop, the following was presented, reviewed, and discussed:

- Economic Development partners regarding City funding and 2023 budget requests; Western Latino Chamber of Commerce and the Business Incubator.
- Non-profit and total economic development funding.
- Operating plans and 2023 budgets for the Horizon Drive Business Improvement and Downtown Grand Junction Business Improvement Districts, as well as the Downtown Development Authority's (DDA) 2023 budget. The DDA Budget was reviewed and approved by the DDA Board on October 13th.
- Total capital budget presentation with detailed capital project presentations from Public Works (also included operating), Water (also included operating), and Parks & Recreation.

October 18th was the Joint Persigo Sewer Budget workshop where the joint board comprised of all City Council members and all County Commissioners heard a detailed presentation of the operating and capital budgets for the Sewer Fund. The Board of County Commissioners and the City Council will then adopt the Persigo budget formally through their respective processes.

The October 31 budget workshop was used for follow-up questions and discussions on the 2023 Recommended Budget.

The 2023 appropriation ordinance is the legal adoption of the City's budget (and the DDA budget) by the City Council for the upcoming fiscal year. In accordance with the Charter, the City Manager shall prepare the annual budget and, upon approval of it and the appropriation ordinance, expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Finance Director in support of the budget and ordinance, including and pursuant to Article VII, Paragraph 57 of the City Charter regarding the setting of the City Manager's salary, are incorporated by and made part of this ordinance by this reference as full set forth, and accordingly, this request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2023 recommended budget.

# Potential Follow Up:

Currently the tax revenue that would be generated if the voters approve the tax on lodging and short-term rentals on November 8th is included in the budget. If one or both of the measures do not pass, staff will look to City Council for direction on either replacing funding from another source (ie. General Fund annual resources plus some reserve) or reduce the housing spending budget.

Please see attachment listing for all the supporting budget documents.

# FISCAL IMPACT:

The 2023 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City and the Downtown Development Authority. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference.

# **SUGGESTED MOTION:**

I move to introduce the proposed ordinance appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction pursuant to Article VII of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2023 and ending December 31, 2023 and set a public hearing for December 7, 2022. Together with the documentation of the proposed revenue and expenses prepared in support of the budget and appropriation ordinance, including and pursuant to Article VII, Paragraph 57 regarding the setting of the City Manager's salary with Ordinance 5083 are incorporated by and made part of this ordinance by this reference as if fully set forth. Furthermore, Ordinance 5085 setting the salaries of the Municipal Judge and the City Attorney are incorporated by and made part of this ordinance by this reference as if fully set forth.

# **Attachments**

- 1. 02 2023 Budget Reconcilation to Appropriation Ordinance
- 2. 03 2023 Recommended Budget Fund Balance Worksheet
- 3. 04 2023 Recommended Economic Development
- 4. 05 2023 Recommended Non-Profit
- 5. 06 2023 Recommended Capital
- 6. 07 2023 Recommended Capital Descriptions
- 7. 08 Capital Plan 2023-2027, Future Projects 2028-2032
- 8. 09 2023 Recommended Line Item Budget by Department
- 9. 10 2023 Recommended Line Item Budget By Fund
- 10. 11 2023 Certificate of Participation Supplemental Budget Information
- 11. 12 2023 DDA Recommended Fund Balance Worksheet
- 12. 13 2023 DDA Recommended Line Item Budget By Fund
- 13. 01 2023 Appropriation Ordinance First Reading November 2, 2022



# 2023 Budget-Reconciliation of Fund Balance Worksheets to Appropriation Ordinance November 2, 2022

		Per Fu			
Fund	Fund	Total	Transfers	Contingency	Total 2023
#	Name	Expense	Out	Funds	Appropriations
100	General Fund	101,549,377	-	300,000	101,849,377
101	Enhanced 911 Fund	-	2,908,700	-	2,908,700
102	Visit Grand Junction Fund	5,664,993	200,000	-	5,864,993
103	D.D.A. Operations*	1,204,908	-	250,000	1,454,908
104	CDBG Fund	276,950	164,501	-	441,451
105	Parkland Expansion Fund	-	689,792	-	689,792
106	Lodgers Tax Increase Fund	1,407,565	1,005,404	-	2,412,969
107	First Responder Tax Fund	10,702,341	2,639,692	-	13,342,033
110	Conservation Trust Fund	-	942,564	-	942,564
111	Cannabis Sales Tax Fund	-	113,364	-	113,364
116	Affordable Housing Fund	-	1,063,000	-	1,063,000
201	Sales Tax CIP Fund	23,079,684	7,514,386	-	30,594,070
202	Storm Drainage Fund	1,830,000	-	-	1,830,000
207	Transportation Capacity Fund	25,089,619	200,000	-	25,289,619
301	Water Fund	11,945,117	-	-	11,945,117
302	Solid Waste Removal Fund	6,139,754	220,000	-	6,359,754
303	Grand Junction Convention Center Fund	452,884	-	-	452,884
305	Golf Courses Fund	2,669,696	-	-	2,669,696
308	Parking Authority Fund	850,320	-	-	850,320
309	Ridges Irrigation Fund	369,940	-	-	369,940
401	Information Technology Fund	11,392,447	-	-	11,392,447
402	Fleet and Equipment Fund	9,083,028	-	-	9,083,028
404	Insurance Fund	18,155,474	-	500,000	18,655,474
405	Communication Center Fund	8,438,951	-	-	8,438,951
406	Facilities Management Fund	3,736,806	-	-	3,736,806
610	General Debt Service Fund	6,295,928	-	-	6,295,928
611	D.D.A. T.I.F. Debt Service*	2,784,942	-	-	2,784,942
614	GJ Public Finance Corp Fund	699,800	-	-	699,800
704	Cemetery Perpetual Care Fund	-	11,409	-	11,409
900	Joint Sewer Operations Fund	28,398,481	-	-	28,398,481
*per DDA	Fund Balance Worksheet				



Calendar 2023

Recommended Budget	11/2/2022 PROJECTED		_											PROJECTED
	BEGINNING FUND BALANCES	TOTAL REVENUE	LABOR	OPERATING	TOTAL OPERATING EXPENSE	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS		Net Change in Fund Balance	ENDING FUND BALANCE
General Government	DALAINCES	IOTAL REVENUE	LADUR	OPERATING	EXPENSE	DEDT SERVICE	MAJOR CAPITAL	IUTAL EXPENSE	IRANSFERS IN	TRAINSPERS OUT	OF FUNDS	Funds	Fund Balance	DALANCE
100 General Fund	\$ 39,308,247	\$ 99,015,645	\$ 63,050,393 \$	38,498,984	\$ 101,549,377	s -	\$ -	\$ 101,549,377	\$ 3,178,040	\$ -	\$ 644,308	\$ 300,000	\$ 344,308	\$
101 Enhanced 911 Fund	4,065,596	3,666,172	-	-	-	-	-		-	2,908,700	757,472	-	757,472	4,823,068
102 Visit Grand Junction	1,846,834	3,509,104	954,886	4,710,107	5,664,993.00	-	-	5,664,993	1,005,404	200,000	(1,350,485)	-	(1,350,485)	496,349
104 CDBG Fund		441,451	-	276,950	276,950	-	-	276,950	_,,	164,501		-	-	-
105 Parkland Expansion Fund	267,979	1,005,316	-			-	-		-	689,792	315,524	-	315,524	583,503
106 Lodgers Tax Increase Fund	,	2,412,969	-	1,407,565	1,407,565	-	-	1,407,565	-	1,005,404		-		-
107 First Responder Tax Fund	2,844,578	14,725,798	7,913,894	2,788,447	10,702,341	-	-	10,702,341	-	2,639,692	1,383,765	-	1,383,765	4,228,343
110 Conservation Trust Fund	108,839	908,049	-	-	-	-	-	-	-	942,564	(34,515)	-	(34,515)	74,324
111 Cannabis Sales Tax Fund	62,761	1,977,469	-	-	-	-	-	-	-	113,364	1,864,105	-	1,864,105	1,926,866
114 American Rescue Plan Fund	9,118,880	167,617	-	-	-	-	-	-	-	, -	167,617	-	167,617	9,286,497
115 Public Safety Impact Fee Fund	486,062	379,908	-	-	-	-	-	-	-	-	379,908	-	379,908	865,970
116 Affordable Housing Fund	-	1,063,000	-	-	-	-	-	-	-	1,063,000	-	-	-	-
201 Sales Tax CIP Fund	6,496,049	21,797,974	-	5,244,538	5,244,538	-	17,835,146	23,079,684	2,561,921	7,514,386	(6,234,175)	-	(6,234,175)	261,874
202 Storm Drainage Fund	70,136	316,138	-	-, ,	-, ,	-	1,830,000	1,830,000	1,500,000	-	(13,862)	-	(13,862)	56,274
207 Transportation Capacity Fund	35,383,058	5,713,237	-	-	-	-	25,089,619	25,089,619	-	200,000	(19,576,382)	-	(19,576,382)	15,806,676
405 Comm Center Fund	879,097	5,578,443	5,755,425	2,153,526	7,908,951	-	530,000	8,438,951	2,437,898	, -	(422,610)	-	(422,610)	456,487
610 General Debt Service Fund	1,542		-	4,000	4,000	6,291,928	-	6,295,928	6,294,386	-	(1,542)	-	(1,542)	-
614 GJ Public Finance Corp Fund	6,218	400,000	-	1,500	1,500	698,300	-	699,800	293,582	-	(6,218)	-	(6,218)	-
615 Riverside Pkwy Debt Retirement	· -	· -	-	, -	-	-	-	· -	-	-	-	-	-	-
Subtotal	\$ 100,945,877	\$ 163,078,290	\$ 77,674,598 \$	55,085,617	\$ 132,760,215	\$ 6,990,228	\$ 45,284,765	\$ 185,035,208	\$ 17,271,231	\$ 17,441,403	\$ (22,127,090)	\$ 300,000	\$ (22,427,090)	\$ 78,518,787
Enterprise Operations														
301 Water Fund	\$ 6,660,311	\$ 11,070,767	\$ 4,090,545 \$	3,300,195	\$ 7,390,740	\$ 844,377	\$ 3,710,000	\$ 11,945,117	\$ -	\$ -	\$ (874,350)	\$ -	\$ (874,350)	5,785,961
302 Solid Waste Removal Fund	2,222,045	5,445,868	2,286,694	3,753,060	6,039,754	-	100,000	6,139,754	-	220,000	(913,886)	-	(913,886)	1,308,159
303 GJ Convention Center Fund	739	252,884	-	452,884	452,884	-	-	452,884	200,000	-	-	-	-	739
305 Golf Courses Fund	577,166	2,508,728	974,596	1,607,302	2,581,898	87,798	-	2,669,696	120,000	-	(40,968)	-	(40,968)	536,198
308 Parking Authority Fund	696,331	789,195	328,384	278,168	606,552	243,768	-	850,320	-	-	(61,125)	-	(61,125)	635,206
309 Ridges Irrigation Fund	89,704	365,403	123,339	220,439	343,778	16,162	10,000	369,940	-	-	(4,537)	-	(4,537)	85,167
900 Joint Sewer System Fund	24,761,651	20,322,234	4,770,243	5,170,633	9,940,876	602,085	17,855,520	28,398,481	-	-	(8,076,247)	-	(8,076,247)	16,685,404
Subtotal	\$ 35,007,947	\$ 40,755,079	\$ 12,573,801 \$	14,782,681		\$ 1,794,190	\$ 21,675,520	\$ 50,826,192	\$ 320,000	\$ 220,000	\$ (9,971,113)	\$ -	\$ (9,971,113)	
TOTAL	\$ 135,953,824	\$ 203,833,369	\$ 90,248,399 \$	69,868,298	\$ 160,116,697	\$ 8,784,418	\$ 66,960,285	\$ 235,861,400	\$ 17,591,231	\$ 17,661,403	\$ (32,098,203)	\$ 300,000	\$ (32,398,203)	103,555,621
	· · · ·					· · ·	Contingency		· · ·	· · ·	· · · · · ·			
					CITY OF GRAND JUN	CTION 2023 RECOMN	VENDED BUDGET	\$ 236,161,400						
*General Fund Balance		million												
Restricted	•	million												
Minimum Reserve	\$ 24.8	million												
Internal Service Operations														
401 Information Technology Fund	\$ 1,515,759	\$ 10,460,519	\$ 3,198,767 \$	6,943,680	\$ 10,142,447	\$-	\$ 1,250,000	\$ 11,392,447	\$ -	\$ <u>-</u>	\$ (931,928)	\$-	\$ (931,928)	5 583,831
402 Fleet and Equipment Fund	2,809,164	7,735,734	1,654,505	3,134,536	4,789,041	- ب	4,293,987	9,083,028	81,581	 -	(1,265,713)		(1,265,713)	1,543,451
404 Insurance Fund	2,832,199	17,883,445	1,548,599	16,606,875	18,155,474	-	-,255,567	18,155,474		-	(1,203,713) (272,029)		(1,203,713) (772,029)	2,060,170
406 Facilities Management Fund	2,002,100	3,736,807	874,390	2,862,416	3,736,806	-	-	3,736,806	-	_	(272,025)		-	-
Subtotal	\$ 7,157,122						\$ 5,543,987			\$ -	\$ (2,469,669)	\$ 500,000		
	<u> </u>	¢			<u> </u>		ć	¢	<u> </u>	ė	ć			4 500 657
704 Cemetery Perpetual Care Fund	\$ 1,532,657	\$ 11,409	\$ - \$	-	\$ -	\$ -	Ş -	\$ -	Ş -	\$ 11,409	\$ -	\$ -	\$ - \$	\$ 1,532,657

Total Appropriated City Funds \$ 296,701,967



### Recommended 2023 Economic Development Budget November 2, 2022

			2023		2023		
PARTNER/AGENCY	USE OF FUNDS	PREFERRED			MINIMUM		2023
		R	EQUESTED	R	EQUESTED	RE	COMMENDED
ECONOMIC DEVELOPMENT							
Business Incubator	Sponsorship for incubator program	\$	53,600	\$	53,600	\$	53,600
CMU - Classroom Building (ending 2026)	Building Commitment		500,000		500,000		500,000
CMU - Scholarships	Scholarship for local D51 youth		550,000		550,000		550,000
Downtown Business Improvement District	Marketing Downtown GJ (pilt)		15,269		15,269		15,269
Grand Junction Economic Partnership	Operations		40,000		40,000		40,000
Grand Valley Transit	Operations		535,000		535,000		539,312
Grand Valley Transit	DASH (City Split)		65,000		65,000		59,000
ECONO	MIC DEVELOPMENT FUNDING (From .75% Sales Tax)	\$	1,758,869	\$	1,758,869	\$	1,757,181
ED PARTNERSHIP							
Business Incubator	Maker Space/Incubator Kitchen	\$	84,000	\$	84,000	\$	84,000
GJ Chamber	Business Retention/Job Creation		40,000		40,000		40,000
GJEP	Business Expansion/Job Creation		158,000		158,000		158,000
GJEP	Incentives for Job Creation Attraction		79,000		79,000		79,000
GJEP	Las Colonias Development Corp.		25,000		25,000		25,000
IDI	Incentives for Job Creation Expansion		79,000		79,000		79,000
Western CO Latino Chamber of Commerce	Business Retention/Start Up Support		35,000		35,000		35,000
ECONO	MIC PARTNERSHIP FUNDING (From Vendor Fee Cap)	\$	500,000	\$	500,000	\$	500,000
	TOTAL ECONOMIC DEVELOPMENT PARTNERS	\$	2,258,869	\$	2,258,869	\$	2,257,181
Downtown Development Authority	Sales Tax TIF						876,257
Downtown Development Authority	Las Colonias, Grand Junction Convention Center						954,921
Infill Incentive Funding							2,392,436
	TOTAL ECONOMIC DEVELOPMENT BUDGET	\$	2,258,869	\$	2,258,869	\$	6,480,795



### 2023 Recommended Non-Profit Funding Budget Funded by General Fund

November 2, 2022

ITEM REF #	SUPPORT DOC. PAGE #	PARTNER/AGENCY	2022 USE OF FUNDS	2022 ADOPTED	2023 REQUEST DESCRIPTION	2023 USE OF FUNDS	2023 MAXIMUM REQUESTED	2023 MINIMUM REQUESTED	2023 RECOMMENDED FUNDING
1	1	Tier 1 Application Requests							
					Operational funding for contracted positions; provide keynote	Operations/			
2	2	Black Citizens & Friends	new	\$-	speakers at events	Program	\$ 25,000	\$ 5,000	\$ 5,000
3	4	Center for Enriched Communication (dba, Counseling & Education Center)	Operations	20,000	Provide professional, affordable, counseling services to families and individuals in need	Operations	20,000	F 000	20,000
4	6	Center for Independence	Operations new	20,000	Sound/Projection Systems for Gym/Auditorium	Operations Capital	20,000 20,000	5,000 15,000	20,000 20,000
4	0		new		Operational Support to continue providing recreational	Capital	20,000	15,000	20,000
5	8	Colorado Discover Ability	new	-	programing for people with disabilities	Operations	25,000	5,000	5,000
	-				Program 6 to population			-,	
					Operational Funding for Access to Redlands 360, Monument Trail				
6	10	Colorado West Land Trust	Operations	30,000	Completion, Monument Corridor Restoration Project	Operations	27,000	20,000	27,000
					Operational Support of a Communications and Administrative				
7	12	Community Impact Council of Mesa County	new	-	Coordinator position	Operations	20,000	10,000	-
		Diaper Depot (Mission of First United Methodist			Funds will be used and allocated to the overall operations of the				
8	14	Church)	new	-	Diaper Depot for 2023	Operations	50,000	35,000	-
					Event/Program funding for Elevate Kids Fun Run Event in April	Event/In Lieu of City			
9	16	Elevate Kids	new	-	2023	Fees	25,000	1.00	-
10	10	594.9	Event/In Lieu of City			Event/In Lieu of City	50	50	50
10	18	FRA Branch 244	Fees	-	Annual Memorial Day Wreath Float	Fees	50	50	50
			Operations,						
11	20	Friends of Youth and Nature	transportation, gear, scholarships	10,000	Ensure connectivity of GJ youth with healthy outdoor activities	Operations	15,000	5,000	10,000
11	20	Grand Junction Area Chamber of Commerce	Operations	4,000	Funding for YEA Program	Operations	5,000	5,000	5,000
12	22		Operations	4,000	Rental of Avalon, Stage Extension, Publicity and New Music		5,000	5,000	5,000
13	24	Grand Junction Centennial Band	new	-	(\$2,500) and Percussion Equipment (\$3,500)	Operations	6,000	-	6,000
10					(42)0007 01101 010000101 2401911010 (40)0007		0,000		0,000
14	26	Grand Mesa Nordic Council	capital equipment	16,600	Support to meet increasing demand for our operations	Operations	19,000	-	-
15	28	Grand Rivers Humane Society	new	-	Operational Funding for spay/neuter/vaccines	Operations	15,000	2,500	2,500
16	30	Grand Rivers Humane Society	new	-	In Lieu of City Fees for Park Shelters to host Adoption Events	In Lieu of City Fees	2,000	500	500
17	32	Grand Valley Catholic Outreach	capital	-	Creating Toilet Equity for Community and Environmental Health	Operations	12,000	7,000	-
					Operational Funding to increase administrative position from				
18	34	Grand Valley Creative Alliance	new	-	0.25 FTE to 0.5 FTE	Operations	10,000	5,000	-
					In Lieu of City Impact Fees for Habitat for Humanity Housing	-			
19	36	Habitat for Humanity	capital	10,000	Projects	In Lieu of City Fees	50,000	-	50,000
20	20				Operational Costs to increase the number of affordable homes				
20	38	Habitat for Humanity	new		being built in GJ; construction interns	Operations	40,000	20,000	-
21	40	HeartCong Montoscori			Capital Campaign for School Expansion catering to Pre-School Children	Conital	40 500	20,000	
21	40	HeartSong Montessori	new	-	Criticiten Creation of HopeWest MVI Synthetic Training Space/Learning	Capital	49,500	30,000	-
22	44	HopeWest	new request in 2023	_	Laboratory	Capital	35,000	25,000	
	44		Event/In Lieu of City	-	2023 Annual Gala (\$5K) and Calcutta for a Cause Golf	Event/In Lieu of City	33,000	25,000	
23	46	HopeWest	Fees	10,000	Tournament (\$5K)	Fees	10,000	10,000	10,000
				10,000	Capital Funding to support operational systems improvement		10,000	10,000	10,000
					plan to improve efficiency, financial strength, and customer				
24	48	Housing Resources of Western CO	new	-	responsiveness.	Capital	45,000	1	45,000
		-				Operations/			
25	50	Loma Cat House	Operations/Program	5,000	Operational funding in support of spay/neuter/vaccine costs	Program	5,000	2,500	2,500
				-					
26	52	Marillac Clinic, Inc.	capital	100,000		Operations	21,444	21,444	21,444
27	54	Mesa County Partners	new request in 2023	-	General Operational Funding Support	Operations	10,000	10,000	10,000
			Operations-exec						
			director and expand						
28		Mesa County RSVP	operations	50,000	Funds will allow RSVP to continue its operations	Operations	50,000	10,000	50,000
29	70	Mesa Developmental Services (STRiVE)	Operations	50,000	General Operational Funding Support		50,000	20,000	50,000
20		Marken al Atid De sterrer		25.055	Operational Funding to support capacity building, staffing costs,			05.055	25.000
30	72	Mutual Aid Partners	Operations	25,000	and outreach activities	Operations	50,000	35,000	35,0

10/26/2022

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## 2023 Recommended Non-Profit Funding Budget Funded by General Fund

### November 2, 2022

ITEM REF #	SUPPORT DOC. PAGE #	PARTNER/AGENCY	2022 USE OF FUNDS	2022 ADOPTED	2023 REQUEST DESCRIPTION	2023 USE OF FUNDS	2023 MAXIMUM REQUESTED	2023 MINIMUM REQUESTED	2023 RECOMMENDED FUNDING
31	78	One Riverfront	Operations	17,977	Operational Funding	Operations	17,977	17,977	17,977
32	80	Riverside Educational Center	Operations	10,000	Operational Funding to cover rent, utilities, maintenance, and staff hours to manager operating space	Operations	50,000	1	10,000
33	82	Solidarity Not Charity	new request in 2023	-	Operational Funding Support Website Reconstruction	Operations	12,500	12,500	12,500
34	84	Special Olympics Colorado	Event/In Lieu of City Fees	6,000	Program Funding for Special Olympics Event in GJ	Event/In Lieu of City Fees	20,000	1	6,000
35	87	Tech It Up/United Methodist Church	new request in 2023	-	Operational Support for Advertising, Training, transportation, instructor Fees, Scholarships, and Marketing	Operations	20,000	5,000	-
36	89	The Cycle Effect	Operations/Program	10,000	Program Funding to support Girls Mountain Bike Program	Operations/ Program Operations/	15,000	5,000	-
37	91	Voices for Awareness Facing Fentanyl	new request in 2023	-	Program funding to include Grand Junction to existing projects Event/Program Funding for educational outreach for local	Program Operations/	50,000	50,000	-
38 39	93 95	Western Colorado Alliance Western Slope Center for Children	Operations Operations	5,000 7,500	farmers Sexual Assault Nurse Examiner (SANE) Program	Program Operations	50,000 7,500	10,000 7,500	- 7,500
40		Western Slope Center for Children	Operations	50,000	General Operating Support	Operations	50,000	40,000	50,000
41				\$ 437,077	Total Tier 1 Applications		\$ 1,004,971	\$ 451,975	\$ 478,971
42	99	Tier 2 Application Requests							
43		American Cancer Society	new request in 2023	\$-	Relay for Life Event	Event/In Lieu of City Fees	\$ 75,000	\$ 30,000	\$-
44		BAM! Business Art Mentorship Youth Program (Trail Lamp Youth Services)	new request in 2023	-	To Sustain and continue the growth of BAM)	Operations	85,000	50,000	-
45	115	Catholic Outreach	new request in 2023	-	Mother Teresa Place Development 40 One-Bed Apartments	In Lieu of City Fees	212,257	212,257	
46	119	Community Food Bank	Capital	23,000	Facility Renovations (Solar Panels, Mural, Community Garden, Parking Lot/Alley Imp.) Funds will be used and allocated to the overall operations of the	Capital	90,961	32,000	17,250
47	123	Diaper Depot (Mission of First United Methodist Church)	new request in 2023	_	Diaper Depot for 2023	Operations	100,000	65,000	_
48		Foodbank of the Rockies	Capital	50,000	Operational Funding and Food Purchasing Efforts	Operations	125,000	50,000	50,000
49	132	GJ Blackout	new request in 2023	-	Capital Campaign for Blackout Sports Fieldhouse Construction	Capital	200,000	1.00	
50	136	Grand Junction Commission on Arts and Culture	Operations	45,000	Operational Funding to provide GJCAC Regranting Program	Operations	70,000	70,000	70,000
51	140	Grand Junction Housing Authority	Capital	390,000	Crystal Brook Townhome Renovations (Boiler, Evaporative Coolers, Evaporative Cooler Supply Line Replace)	Capital	83,000	66,400	83,000
52	143	Hilltop Community Resources	Operations	35,000	Funds to Support Latimer House on-going core services including salaries, benefits, and safehouse costs	Operations	70,000	30,000	35,000
53		HomewardBound of the Grand Valley	Operations	100,000	Operational Funding for the Shelter and other programs	Operations	150,000	25,000	100,000
54	151	Karis, Inc.	Capital	40,000	Operational Funding for two programs to help homeless youth Total Tier 2 Applications	Operations	84,000 \$ 1,345,218	44,000 \$ 674,658	44,000 \$ 399,250
55				\$ 683,000	I otal Her 2 Applications		\$ 1,345,218	> 6/4 658	399.250



### 2023 Recommended Capital Projects Listing City Council Meeting, First Reading November 2, 2022

				2023
Line			Rec	ommended
Ref #	Department	Project Title		Budget
-	les Tax Capital Projects			Dadget
1	Fire Department	Fire Safety Training Center Props (FRT)	\$	115,000
2	Fire Department	Fire Station No. 7 Aerial Truck (Ladder) Equipment (FRT)	<del>, ,</del>	228,373
3	Fire Department	Fire Station No. 7 Ambulance (FRT)		260,273
4	Fire Department	Fire Station No. 7 Land Acquisition (FRT)		500,000
5	Fire Department	Rescue Boat		100,000
		Total Fire	Ś	1,203,646
6	General Services	Property Acquisition	\$	1,500,000
		Total General Services	Ś	1,500,000
		Information Technology-Carrier Neutral Location for Broadband (DOLA Grant	<u> </u>	
7	Information Technology	\$250,000)	Ś	500,000
<u>-</u>		Total Information Technology	Ś	500,000
8	Parks and Recreation	5th Street Plaza Restrooms (DDA \$200,000)	Ś	400,000
9	Parks and Recreation	Canyon View Park Asphalt Parking Lot Renovations	<u> </u>	1,200,000
10	Parks and Recreation	Chipeta Playground Renovations		245,000
11	Parks and Recreation	Downtown Electrical Outlet Replacement (DDA \$10,000)		50,000
12	Parks and Recreation	Emerson Park Destination Skate Park Design		100,000
13	Parks and Recreation	Las Colonias Large Shade Shelters for River and Dog Park (Parkland)		130,000
14	Parks and Recreation	Lincoln Park Pool Boiler (Conservation Trust Funds 50%)		50,000
14	Parks and Recreation	Lincoln Park Pool Replaster (Conservation Trust Funds)		325,000
16	Parks and Recreation	Pine Ridge Restroom Enclosure		25,000
10	Parks and Recreation			
17	Parks and Recreation	Playground Repair and Replacement (Conservation Trust Funds) Riverfront Trail Widening at Broadway & Colorado River		100,000 400,000
18	Parks and Recreation	Skate Park Improvements-Eagle Rim		60,000
20	Parks and Recreation	Tour of the Moon/Jurassic Flats Restroom Vault, Grading Trails - Asphalt Trail Replacements (In-House) (\$1.5M Total Project 2022-2025)		80,000
21	Parks and Recreation			500,000
21	Parks and Recreation	(\$1.3M Parkland)		75.000
22 23		Water Conservation Projects-Turf to Native		75,000
23	Parks and Recreation	Watson Island Disc Golf Revegetation Total Parks and Recreation	ć –	30,000
24	Public Works		\$ \$	<b>3,770,000</b>
24	Public Works Public Works	23 3/4 Road Mosaic Factory Development	Ş	80,000
25		4th & 5th Street Design and Improvements (\$150K CDOT)		700,000
26	Public Works	6th & Rood Pedestrian Improvements		70,000
27	Public Works	Alley Improvement Districts (\$300,000 Assessment Revenues)		900,000
28	Public Works	Bridge Repairs (guardrails, lighting, paint, etc.)		95,000
29	Public Works	Colorado River Levee Renovations		100,000
30	Public Works	Contract Street Maintenance, Chip Seal, Crackfill		3,525,000
31	Public Works	Curb, Gutter, Sidewalk Safety Repairs		420,000
32	Public Works	Downtown - Main to Trains Connector - 2nd Street Promenade		100,000
	D. I.I. Marila	North Avenue Enhanced Transit Corridor (study 2021, project 2022 CDOT \$1.35		2 4 5 2 5 6 5
33	Public Works	million)		2,150,500
34	Public Works	Ranchman's Ditch Trail		100,000
35	Public Works	Rapid Flash Beacon Crosswalk Equipment (3 crosswalks)		70,000
36	Public Works	Riverfront Trail Bank Stabilization-Ice Rink Phase II		400,000
37	Public Works	Riverside Parkway at Highway 50 Retaining Wall Improvements		1,000,000
38	Public Works	SRTS - 27 Road South of Highway 50 to B 1/2 Road (CDBG \$99,501)		140,000
39	Public Works	SRTS - Rocket Park Crosswalk (CDBG Funded)		40,000
40	Public Works	Street Lights		80,000
41	Public Works	Traffic Signal Upgrade		271,000
42	Public Works	Union Pacific Railroad Downtown Quiet Zone		620,000



### 2023 Recommended Capital Projects Listing City Council Meeting, First Reading November 2, 2022

		November 2, 2022	2023
Line	_		Recommended
Ref #	Department	Project Title	Budget
			\$ 10,861,50
		Total .75% Sales Tax Capital Projects	\$ 17,835,14
	Drainage Fund		<u>.</u>
43	Public Works	·	\$ 30,00
	Dublis March	Three Arrows/Halandras Development Drainage Replacement and Upgrades	1 000 00
44	Public Works	(GVDD \$300K) Total Drainage Projects	1,800,000
			\$ 1,850,000
Transn	ortation Capacity Fund		
45	Public Works	31 Road N/O Orchard along Lewis Wash	\$ 200,00
		Broadway at Reed Mesa Left Turn Lane (Mesa County \$75K, Magnus	200,000
46	Public Works	Development \$75K)	400,00
47	Public Works	Crosby Avenue 25 1/2 Road to Main Street (\$1M CDOT)	2,500,00
48	Public Works	F 1/2 Parkway, 23 1/2 Road to 24 Road	2,550,00
49	Public Works	G Road at 26 Road Intersection Improvements	70,00
50	Public Works	Highway 50 at Palmer Street Intersection Improvements	461,50
		I-70 Interchange @ 29 Road 1601 and Environmental Assessment (City Share	
51	Public Works	\$1.2M, \$2.4 M total project)	418,11
52	Public Works	Patterson Road Access Control Plan Implementation	200,00
53	Public Works	Riverside Parkway at Deseo Drive (Dos Rios) Intersection Improvements	550,00
54	Public Works	Tour of Moon/S. Broadway Improvements (project MOU with County)	300,00
		Total Transportation Capacity Fee Funded Projects	\$ 7,649,61
55	Public Works	24 1/2 Road, Patterson Road to G 1/4 Road (\$5.25M 2024)	\$ 500,00
56	Public Works	24 Road and Riverside Parkway Interchange (\$5.3M 2024)	240,00
57	Public Works	26 1/2 Road, Horizon to Summerhill Way (\$12M 2024-2026)	1,000,00
58	Public Works	B 1/2 Road, 29 Road to 29 1/2 Road (\$3.2M)	2,900,00
59	Public Works	D 1/2 Road, 29 to 30 Road	2,900,00
60	Public Works	F 1/2 Parkway, Market Street to Patterson Road (\$7.3M in 2024)	9,000,00
61	Public Works	F 1/2 Road, 30 Road to Persigo Boundary (\$2.9M in 2024)	400,00
		Horizon Drive at G Road and 27 1/2 Road (\$4M in 2024) (Highway Safety Imp	
62	Public Works	Funds \$1.5M)	300,00
63	Public Works	Patterson Road Capacity Improvements (5 intersections)	200,00
		Total Roadway Expansion-Bond Funded Projects	
		Total Transportation Capacity Capital Projects	\$ 25,089,61
14/ator	Fund		
Water 64	Utilities	Condition Inspection of Lower Kannah Creek Line (7 miles)	\$ 150,00
65	Utilities	Grand Mesa Reservoir Improvements	<u>\$ 150,000</u> 50,000
66	Utilities	Gunnison River Infrastructure	350,00
67	Utilities	Historic Water Treatment Plant Preservation (SHF grant 75%)	200,00
68	Utilities	Kannah Creek Flowline - Reeder Mesa to Whitewater Creek	150,00
69	Utilities	Lead Water Line Replacements	100,00
70	Utilities	Ranch Improvements/Sustainable Agriculture	250,00
71	Utilities	SCADA Technician Vehicle	60,00
72	Utilities	Water Line Replacements (W. Main, Chipeta, White)	2,200,00
73	Utilities	Water Meter Replacement	50,00
74	Utilities	Water Rights Infrastructure Development	100,00
75	Utilities	Water Treatment Plant Modifications	50,00



### 2023 Recommended Capital Projects Listing City Council Meeting, First Reading November 2, 2022

				2023	
Line			Rec	ommended	
Ref #	Department	Project Title	Budget		
	•	Total Water Projects	\$	3,710,000	
Solid W	/aste Fund				
76	General Services	Conceptual Design and Site Location Study for Material Recycling Facility	\$	100,000	
		Total Solid Waste Projects	\$	100,000	
0.1	Internet and				
	Irrigation Fund			10.000	
77	Utilities	Distribution System Replacement Total Ridges Irrigation Projects	<u>ې</u>	10,000	
		Total Ridges inigation Projects	\$	10,000	
Commi	unication Center Fund				
78	Police	800MHz Capital Improvements	Ś	70,000	
		Air Hanger Vehicle Storage Building Upgrades (leasing space and leaving airport			
79	Police	hanger) \$50K paid for by GF \$100K Total		50,000	
80	Police	Microwave Replacement at radio sites		315,000	
81	Police	Radio Analyst Service Monitor Replacement		65,000	
82	Police	Radio Bi Direction Amplifier (BDA)		30,000	
		Total Communications Center	\$	530,000	
Sewer					
83	Utilities	Collection System Equipment	\$	50,000	
84	Utilities	Jetter Truck		283,520	
85	Utilities	Laboratory Equipment		225,000	
86	Utilities	Lift Station Elimination/Rehabilitation (Carryforward)		5,842,000	
87	Utilities	Sewer Capacity Projects - Central Grand Valley Basin		814,000	
88	Utilities	Sewer Improvement Districts		1,000,000	
89	Utilities	Sewer Line Replacements/Rehabilitation		3,696,000	
90	Utilities	Wastewater Treatment Plant Expansion Projects		5,245,000	
91	Utilities	Wastewater Treatment Plant Improvements and Asset Replace		700,000	
		Total Sewer	\$	17,855,520	
		TOTAL CAPITAL	Ś	66,960,285	



### 0.75% SALES TAX CAPITAL FUND PROJECTS

### Fire Department

- Fire Safety Training Center Props (First Responder Tax Funded), \$115,000 The Fire Department
  will be adding necessary propane props for required State fire certifications. These propane props
  will include the ability to simulate a liquid fuel fire and a vapor fuel fire. These propane props will
  complement the live-fire activities for recruit fire academies and annual proficiency training for
  current firefighters.
- 2. Fire Station No. 7 Aerial Truck (ladder) Equipment, (First Responder Tax Funded), \$228,373 In anticipation of construction of Fire Station 7, the aerial ladder truck was ordered in 2022 due to the length of time necessary to build the unit. The equipment for this truck which includes fire hose, self-contained breathing apparatus, and medical equipment, will be purchased in 2023. The final equipment purchase will be in 2024 for the ambulance.
- **3.** Fire Station No. 7 Ambulance, \$260,273 This ambulance is a new purchase that is part of the Fire Station 7 project. This apparatus is a medical response and transport vehicle identical to the other ambulances in the fleet.
- 4. Fire Station No. 7 Land Acquisition (First Responder Tax Funded), \$500,000 With the passage of the First Responder Tax in 2019, the third of three fire stations will be built in the northwest area of the response district. Capital funds for the land purchase are in the 2023 budget and funds for construction are planned for 2024.
- 5. Rescue Boat (First Responder Tax Funded), \$100,000 This boat is a replacement for an older boat that is no longer safe to operate on the river. This new boat will be a jet boat with the capabilities to operate in shallow water, deploy rapidly, and transport up to 6 personnel.

### **GENERAL SERVICES**

6. Property Acquisition – \$1,500,000 – Acquisition for additional office space.

### **INFORMATION TECHNOLOGY**

7. Carrier Neutral Location for Broadband (DOLA Grant \$250,000) \$500,000 – The State of Colorado Broadband Office and Grand Valley regional governments are collaborating to bring more high quality, resilient, cost-effective broadband to our region via middle-mile fiber networks and strategically located Carrier Neutral Location (CNL) Broadband Facilities. The Grand Valley regional broadband plan calls for a CNL in Grand Junction. Working with Corey Bryndal, Colorado Regional Broadband Director, the IT team has identified appropriate facility space in City Hall to construct and implement a GJ CNL at an approximate cost of \$500,000. IT anticipates a high likelihood of receiving DOLA EIAF grant funding (requiring 50% match) for the implementation of a GJ CNL. The GJ CNL will provide the City of Grand Junction with abundant high quality, resilient, cost-effective broadband for City operations and will facilitate local Internet Service Providers (ISPs) in delivering better broadband to our community and region. Mesa County summarizes: "The goals of these middle-mile upgrades would be to increase capacity, reduce cost and improve the reliability of Internet and data services for all homes, businesses, and government entities within the County".



### PARKS & RECREATION

- 8. Sth Street Plaza Restrooms (DDA Share \$200,000), \$400,000 The 5th Street Bathroom off Main Street is highly problematic. It is subjected to repeated instances of vandalism and high volumes of trash. Despite efforts to keep it clean, it is generally an unpleasant place to visit and consequently sees limited use from downtown shoppers and dinners. Staff propose a solution that has had success in other communities such as Colorado Springs: a minimalist, self-cleaning bathroom. On August 11th, the Downtown Development Authority approved a \$200,000 contribution from its capital budget to provide half of the cost for this facility. It is expected the new facility will much better serve the public that is shopping and dining downtown as well as reducing maintenance issues currently plaquing the antiquated 5th street bathroom. This includes repeated plumbing issues when items are flushed in the toilets including used needles, towels etc.
- **9.** Canyon View Park Asphalt Parking Lot Renovations, \$1,200,000 Aside from some patching, the Canyon View parking lot is original since the 1997 construction. This project repairs the deteriorating roadways interior to the park on all sides. With G road being closed, major construction traffic and resident traffic have caused additional wear and tear. This renovation provides a full overlay to support the heavy traffic and high level of year-round utilization at Canyon View Park.
- 10. Chipeta Playground Renovations, \$245,000 One of the six, intergovernmental agreement schools, the City maintains these school grounds which then double as a public park. the City also uses this site for a summer camp site as well as for youth basketball. The limited field space for this large school causes the field to be beat down and turned to mud within the first few months of the school year. The field is then reseeded each summer and is unavailable for use by the City's summer camp. The plan would be to install an artificial turf field to ensure year-round use, install shade trees and shade shelters for two playgrounds.
- 11. Downtown Electrical Outlet Replacements (DDA \$10,000), \$50,000 The original design of the electrical system downtown makes a large portion of electrical outlets available all at once, with minimal ability to limit access. This has been highly problematic when attempting to manage positive use and deterring unwanted activity. Holiday lights, for example, makes power available all day through the holidays season and creates loitering issues and camping situations. The conversion of outlets eliminates the need for staff to be on site to manage power for different events and uses. The DDA will cover \$10,000 of this cost making the City's share \$40,000.
- 12. Emerson Park Destination Skate Park Design, \$100,000 Leaders of the skate parks community meet quarterly with Parks & Recreation, meetings that have revealed an increasing need for an advanced skate park. The community has two 20+ year old skate parks, which only provide beginner and intermediate features, which means advanced middle school, high school and beyond skaters lose interest once they are at an advanced level. The project involves completing a Master Plan for Emerson Park, the site of this advanced skate park per the 2021 PROS Master Plan. The site was selected due to its limited access other than active transportation as well as the need to reinvent this park that is increasingly taken over by the unhoused in the community. Design will include cost estimates for construction.



- 13. Las Colonias Large Shade Shelters for River and Dog Parks (Parkland Funded), \$130,000 Along with Canyon View and Lincoln Park, Las Colonias has emerged as a regional park. The park sees heavy traffic from concert goers, river park users, dog park users, bikers, boaters, and walkers. Being a newly developed park, the trees are not yet mature. Therefore, there is a shortage of shade, especially in the River Park and in the dog parks. This capital project builds shelters in these two popular park destinations.
- 14. Lincoln Park Pool Boiler (Conservation Trust Funds), \$50,000 The current boiler has had significant issues and therefore the Lincoln Park Pool struggles to maintain comfortable temperatures. Replacing the boiler, along with the pool plaster project, will elevate the temperatures that are often too cold for users, especially younger children.
- **15. Lincoln Park Pool Replaster (Conservation Trust Funds), \$325,000** With the Community Recreation Center (CRC) planning centered at Matchett, Lincoln Park pool is planned to continue serving in its current configuration for the foreseeable future. This requires additional investment to ensure functionality and longevity. Making these improvements now also send the message that the City is committed to maintaining what it has when new facilities are being pursued. Along these lines, the most urgent needs at Lincoln Park pool are proposed as a part of the 2023 budget. At the top of the list is the re-plaster of the pool shell. Currently, thousands of gallons of treated and heated water is lost due to leaks in the pool shell caused by the deteriorating plaster at the end of its useable life. This replaster fully fixes the remaining leaks, which will save on water, chemical, and utility costs.
- 16. Pine Ridge Restroom Enclosure, \$25,000 The four dedicated and two shared pickleball courts (painted on one tennis court) makes for a high level of regular traffic at Pine Ridge. This makes a portable toilet necessary. Complaints from an adjacent residential development caused the location of this to move. Given the need for near year-round service, staff plans to improve the aesthetic by providing this restroom enclosure. This will balance the need for maintaining a beautiful landscape while also providing needed restroom facilities.
- **17. Playground Repair and Replacement (Conservation Trust Funds), \$100,000** The 25 playgrounds in the system were audited internally and the list of repairs and replacements has grown. Consequently, the parts and repair budget increases in the short term to ensure user safety.
- **18.** Riverfront Trail Widening at Broadway & Colorado River, \$400,000 The Riverfront Trail segment over the Broadway Bridge is very narrow at only 5 1/2 feet between the concrete barrier and the 6-foot chain link fence. This makes it very difficult for two bikes to pass going opposite directions without slowing down significantly or stopping. The popularity of bike trailers for kids/dogs as well recumbent tricycles also makes it difficult to use this long narrow corridor. This project proposes to reconstruct the concrete barrier 24 inches to the south and then reconstruct the chain link fence to attach to the side of the bridge deck instead of the top of the bridge deck gaining 6-8 inches more. This project will be subject to CDOT approval.
- **19. Skate Park Improvements-Eagle Rim, \$60,000** Eagle Rim is one of the two skate parks in Grand Junction, and it has seen tremendous usage in its two plus decades of service. There are many



"trip hazards" and modifications needed to improve safety of users and usability of the park. This replacement will coincide with other area improvements including the Zipline projected to be complete by the end of 2022. In the Fall of 2022, a new mural program will address the graffiti issue that has proliferated. The murals will be tightly packed together to discourage any graffiti. Murals produced by artists who earn compensation for their work are much less likely to be tagged by others, which preserves the art and avoids offensive messaging. The skate community will continue to advise so that the new features provided by this short-term renovation are strongly desired by the skating community. This visible and immediate improvement will complement the design and planning of Emerson Skate Park, the construction of which will be in a future budget cycle.

- **20. Tour of the Moon/Jurassic Flats Restroom Vault, Grading, \$80,000** The Tour of the Moon is one of the Grand Junction Area's signature road bike rides. This project develops a more formal trailhead for the Tour of the Moon on the route. The trailhead at the northwest corner of South Camp and Monument Road will also be at the end of the Monument Trail Phase II. This final link in the 10-mile Redlands Loop will be constructed in 2023. The project entails installation of a vault toilet, grading of the parking lot and placement of asphalt millings supplied by the City as well as post and cable fencing around the perimeter. This will provide parking for road bikers and reduce congestion in the Lunch Loop trailhead, which is an increasing issue that will continue with the construction of Monument Trail Phase II.
- 21. Trails-Asphalt Trail Replacements (Parkland), \$500,000 The City has over 9.2 miles of asphalt trails all over 25 years old in various states of disrepair. This includes various trail locations along the Ridges, South Camp, Redlands Parkway, Junior Service League, Riverfront, and the South Rim Access to State Park. This program will utilize Project Team staff to replace trails with concrete over a four-year period (which began in 2022) for a total of \$1.5 million for materials. Performing in-house provides an estimated 60% savings on the project compared to contracting out.
- **22.** Water Conservation Projects Turf to Native, \$75,000 Several areas in our parks system have turf that has a very low level of utilization. To conserve water and save on maintenance resources while still preserving an attractive aesthetic, the parks department uses this funding to covert manicured turf to native areas. The native areas employ local florae including shrubs and trees, along with other attractive landscaping elements.
- **23.** Watson Island Disc Golf Revegetation, \$30,000 Watson Island is another key area linking Las Colonias and Dos Rios. Improvement and protection of this natural space for recreation is one goal in the 2021 PROS Master Plan. As part of the continued effort to revitalize the riverfront, native plantings will occur around Watson Island. This is important to out-compete invasive tree species such as Tamarisk and Russian Olive. It will also improve the aesthetic of the highly popular disc golf course. This is also a segment visible from and adjacent to the town run route for kayaks, rafts, and other watercraft. This highly accessible town run goes from the Las Colonias Boat Ramp to the Blue Heron Boat Ramp.



### PUBLIC WORKS

- **24. 23 3/4 Road Mosaic Factor Development, \$80,000** As part of the Mosaic Factory construction at Three Arrows development, the west side of 23 ¾ Road is required to be constructed by the developer. This project will reimburse the developer to construct the east half of the street between Leland Avenue and F ½ Road.
- **25. 4th and 5th Street Design and Improvements, \$700,000 (\$3.35 million 2024-2027)** The 4th- 5th Street One-way to Two-way Feasibility study included alternatives for both an enhanced one-way design as well as a two-way configuration. City Council and DDA concurred with moving forward with improvements that will maintain the one-way configuration however will enhance safety, improve walkability and bikeability, activate economic development and optimize traffic circulation. 2023 will have pop-up elements such as bollards and striping will "set" both corridors into the final configuration. For 2024 through 2027, permanent improvements are proposed to approximately two blocks each year.
- **26.** 6<sup>th</sup> and Rood Pedestrian Improvements, \$70,000 This intersection has been a source of concern for downtown users for years. Diagonal parking on all four corners, limits sight distance for both motorists and pedestrians. The current wide lanes allows for higher speeds for east west movement. This project will construct bulb outs on all four corners to help narrow the street as well as provide pedestrians a safer place to view on-coming traffic for drivers to be able to see the pedestrians intending to cross.
- 27. Alley Improvement Districts, \$900,000 (Assessment Revenue \$300K) The proposed funding in 2023 will replace two alleys. This program is a partnership with adjacent property owners where residential properties pay 10% of the cost, multifamily 15%, and commercial 50%. Alleys will be reviewed and selected based on previous interest. The first alley proposed for 2023 include the Grand Junction High School (GJHS) Alley (\$650,000 with \$250,000 revenue) which coincides with the new Grand Junction High School construction project. The second alley planned for 2023 is located between Pinyon Avenue and Walnut Avenue from 13th Street to 15th Street with an estimated total cost of \$250,000 with estimated \$50,000 in contribution revenue.
- 28. Bridge Repairs (guardrails, lighting, paint, etc.), \$95,000 (\$105,000 planned for 2024) The City has 43 major (>20 ft. span) bridges and 46 minor (<20 ft. span) bridges to maintain. This item pays for materials for City crews to address maintenance items on some of the bridges to assure they remain in a state of good repair. These items include crack filling, abutment repairs, expansion joint gland replacements, and debris removal from around bridge piers.
- **29.** Colorado River Levee Renovations, \$100,000 The City of Grand Junction's levee was constructed in 1996 by the Army Corp of Engineers. It extends from the Union Pacific Railroad (UPRR) Railroad Bridge to the Las Colonias Amphitheater and protects most of lower downtown. The Army Corp of Engineers had deactivated the levee until several encroachments and culverts/discharge pipes can be corrected to meet current standards. City crews can complete the work so the budget is for materials only except for the relief/toe drains which will be contracted out.



- **30.** Contract Street Maintenance, Chip Seal, Crackfill \$3,525,000 Street Maintenance requires an ongoing annual commitment to maintain the City's \$266 million worth of street assets. A pavement management system is used to evaluate pavement quality and prioritize street maintenance needs. Parameters used to determine the pavement condition for major streets include ride quality, structural adequacy, and surface distress. The City is divided into 12 Street Maintenance Areas (SMAs) with an area scheduled to receive a chip seal each year. However, each of the streets in an SMA are analyzed for the proper treatment, whether that be a fog seal, chip seal, microsurface, overlay or total reconstruction. In 2023, the City's street maintenance efforts will focus on:
  - Contract Street Maintenance The annual program includes contracting for street maintenance using treatments such as hot mix asphalt overlays, asphalt patching, high density mineral bond (HA5), and street reconstructions.
  - Chip Seal/Crackfill The City's crackfill program aims to fill cracks in all the road surfaces that are planned for chip seal, microsurface or other light maintenance activity. Chipseal enhances safety by providing good skid resistance. They provide an effective moisture barrier for the underlying pavement against water intrusion and prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun.
- **31.** Curb, Gutter, and Sidewalk Safety Repairs, \$420,000 (\$441,000 planned for 2024) This program includes the replacement or repair of deteriorated or hazardous curbs, gutters, and sidewalks on City streets. It also includes replacement of curbs and gutters that do not properly drain. Tripping hazards on sidewalks are given highest priority. Concrete replacement locations are determined from field surveys and citizen complaints. Each location is rated and prioritized according to the type of problem and degree of hazard. The benefits include keeping curb, gutter, and sidewalks in a state of good repair providing a reliable surface for non-motorized users and conveyance of stormwater without standing water.
- 32. Downtown Main to Trains Connector 2nd Street Promenade, \$100,000 (\$900,000 planned for 2024) The Downtown Development Authority's Plan of Development identified 2nd Street as a key connection between the Entertainment and Hotels District on Main Street, train depot, and ultimately to Dos Rios. The vision of the corridor is a corridor that still allows for vehicles but emphasizes wide pedestrian friendly spaces. Design is proposed for 2023 with construction as part of CDOT's I-70B corridor improvements.
- **33.** North Avenue Enhanced Transit Corridor, \$2,150,500 (CDOT \$1.35 Million) In 2022, the City provided the matching funds for the Grand Valley Regional Transportation Planning Office' North Avenue Enhanced Transit Corridor Study. The study evaluated pedestrian access analysis, traffic safety analysis, bus stop amenities analysis, transit speed and reliability analysis, detailed review of transit signal prioritization, and multimodal path analysis. The study helped identify and prioritize a series of projects. The highest priority project is to provide detached multi-modal sidewalks along the north side of North Avenue between 28 ½ Road and 29 Road. The second highest priority was the segment along the south side of North Avenue between 29 Road and 29 ½ Road. This project will design both segments and will construct the highest priority segment and as much of the second priority segment as budget allows. Mesa County has secured transit funds through CDOT subject to the City providing the matching funds as confirmed by City Council on September 1, 2021, Memorandum of Understanding.



- **34. Ranchman's Ditch Trail, \$100,000 (\$1.4 Million planned for 2024)** The City has been working with Grand Valley Irrigation Company on a section of canal that could be used as a pilot project for trails on the canals. The selected reach is on Ranchman's Ditch which runs in large pipes along the south side of Patterson between 24 ½ Road and 25 ½ Road. Design in 2023 with construction slated for 2024.
- **35.** Rapid Flash Beacon Crosswalk Equipment, \$70,000 To enhance pedestrian conspicuity and increase driver awareness at uncontrolled, marked crosswalks, transportation agencies can install a pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) to accompany a pedestrian warning sign. RRFBs consist of two, rectangular- shaped yellow indications, each with a light-emitting diode (LED)-array-based light source. RRFBs flash with an alternating high frequency when activated to enhance conspicuity of pedestrians at the crossing to drivers. This project will provide the materials for rectangular rapid flash beacons (RRFB) to be constructed at Orchard Avenue near the CMU track, West Main Street at Spruce Street, and Horizon Drive on the north side of the northern roundabout.
- **36.** Riverfront Trail Bank Stabilization Ice Rink Phase II, \$400,000 In 2020, city crews restored a segment of riverbank and riverfront trail that had washed away in 2018. Another 600-foot section, just south of this repair is in jeopardy of washing out with erosion encroaching near the trail. Emergency repairs were made to a small section of this reach in 2022. This will stabilize the balance of bank that is at risk.
- 37. Riverside Parkway at Highway 50 Retaining Wall Improvements, \$1,000,000 (\$1M planned for 2024) The Riverside Parkway interchange was constructed with tall mechanically stabilized earth (MSE) walls. These walls have settled and moved over the last 15 years since it was constructed. While the walls are still currently safe, this project will stabilize the walls with geotechnical soil nails in 2023 ensuring longevity of the structures. In 2024, reconstruction of much of the curb, gutter, sidewalks, medians, and road surface is proposed to repair the infrastructure damaged by the differential settlement.
- 38. SRTS 27 Road South of Highway 50 to B 1/2 Road, \$140,000 (CDBG \$99,501) This project will This project will add 620 feet of sidewalk to the west side of 27 Road between Highway 50 and B ½ Road tying sidewalks on B ½ Road into signalized crossing of Highway 50. The project was recommended by the Urban Trail Committee.
- **39.** SRTS Rocket Park Crosswalk, \$40,000 (CDBG \$40,000) Orchard Avenue is a busy east-west collector road. This project will construct ramps and cross walk across Orchard Avenue at Rocket Park near N. 26th Street. This project was recommended by the Urban Trails Committee to provide a safer crossing of Orchard for residents north of Orchard to Rocket Park.
- **40. Street Lights, \$80,000** This project relocates and replaces the often-hit streetlights at the 12th Street and Horizon Drive Roundabout.
- **41. Traffic Signal Upgrades, \$271,000** The City currently owns 52 traffic signals with electronic controllers of varying age and functionality and operates the 46 state highway signals inside the



City limits under a maintenance contract. Upgrades to signal equipment are required for safety and compliance with Federal requirements. This is an on-going replacement/upgrade program for traffic signal controllers and other equipment. Maintaining a replacement cycle for signal controllers and equipment is necessary, primarily because of the limited-service life of the equipment which is exposed to in-the-field conditions. It is also necessary to keep pace with current technology supporting traffic signal coordination, vehicle detection, and emergency preemption systems; all of which contribute to safer and less congested roadways.

**42.** Union Pacific Railroad Downtown Quiet Zone, \$620,000 – Currently trains must sound horns at both the 7th Street and 9th Street crossings through downtown. The DDA and The City hired a consultant to evaluate the feasibility of developing a quiet zone. With the construction of additional safety measures including improved signal circuitry, additional arms, and median work, UPRR would not be required to sound horns at each of the crossings increasing quality of life for all downtown residents, businesses, and visitors. Design for \$100,000 is proposed for late 2022 with construction slated for 2023.

# STORM DRAINAGE FUND CAPITAL PROJECTS

- **43. Drainage System Improvements, \$30,000** Many small drainage improvements are constructed by City crews. This funding buys materials for Public Works Stormwater Division to install.
- **44. Three Arrows/Halandras Development Drainage Replacement and Upgrades (Grand Valley Drainage District, \$300,000), \$1,800,000** As part of the Three Arrows development, a new signalized intersection will be constructed at I-70B and F ½ Parkway. Grand Valley Drainage District (GVDD) has an aging, undersized, facility under I-70B, UPRR, and River Road that needs replaced prior to the intersection improvements.

#### TRANSPORATION CAPACITY FUND CAPITAL PROJECTS

# TRANSPORTATION CAPACITY

- **45. 31 Road North of Orchard along Lewis Wash, \$200,000** As part of the development of Grand Valley Estates west of Central High School, this project will reimburse the developer to construct the western 16 feet of 1200 feet of 31 Road.
- 46. Broadway at Reed Mesa Left Turn Lane, \$400,000 (Mesa County \$75,000, Magnus Dev. \$75,000)

– As part of the Magnus Court Subdivision State Highway 340 (Broadway) access approval from CDOT, a left turn lane is needed at Reed Mesa. This project will widen Broadway to accommodate a west bound left turn lane as well as relocated the existing pedestrian signal west of the intersection. The work is proposed in the summer of 2023 to avoid school. As the turn lane is benefits existing subdivisions, Mesa County is contributing \$75,000 for the project. The developer is participating \$75,000 in addition to payment of transportation impact fees. Originally budgeted for 2022 construction, the development was postponed until 2023 and therefore the City similarly postponed the turn lane construction.



- **47.** Crosby Avenue 25 ½ Road to Main Street, \$2,500,000 (\$1M CDOT Revitalizing Main Streets Grant) Crosby Avenue serves as an extension of Main Street to significant retail shopping and both existing and burgeoning residential areas. The high-return, timely project will substantially improve safety, economic opportunity, and active transportation access in the heart of the community. Crosby Avenue would transform from a narrow local street with no bicycle or pedestrian facilities to a robust multimodal corridor with safer facilities, landscaping, and lighting tying into the existing bicycle-pedestrian bridge over the Union Pacific Railroad tracks between the Riverside neighborhood and the rest of Downtown. The City received a CDOT Revitalizing Main Street grant in the amount of \$1.0 million for the project.
- **48. F 1/2 Parkway, 23** ½ **Road to 24 Road (Halandras), \$2,550,000** The metro district for the Three Arrows development will be constructing F ½ Parkway from I-70B to 23 ¾ Road. This project will design and build the balance of the quarter-mile section of Parkway to connect to 24 Road. This 5-lane, multimodal arterial will provide an alternative route around congested Patterson Road and serve the developing area.
- **49. G** Road at 26 Road Intersection Improvements (Roundabout), \$70,000 (\$320,000 planned for 2024 and \$1.6 million planned for 2025) The G Road at 26 Road Intersection will be reconstructed, and the existing four-way stop controlled intersection will be replaced with a single-lane roundabout as a capacity and safety improvement. 2023 is slated for design, 2024 for right-of-way acquisition and 2025 for construction.
- **50. Highway 50 at Palmer Street Intersection Improvements, \$461,500** As part of Tracy Village Subdivision development, per TCP policy, the City will fund intersection improvements at Highway 50 and Palmer Street, Highway 50 at Linden Avenue for completion of CDOT subdivision requirements.
- 51. I-70 Interchange 1601 @ 29 Road and Environmental Assessment (City Share), \$418,119 In 2019 the City and County partnered with Mesa County on a Planning and Environmental Linkages (PEL) study that was the first phase of environmental documentation for the construction of a new interchange on I-70 at 29 Road. The completion of the documentation for CDOT's policy directive 1601 and the accompanying environmental assessment for a total of \$2.4 million which began in 2021, is being split evenly with Mesa County and is planned to be completed in 2023.
- **52.** Patterson Road Access Control Plan Implementation, \$200,000 Implementation of the Patterson Road Access Control Plan will require that adjacent properties, as they develop, construct median improvements to limit the access to that proposed in the plan to maintain corridor volumes and increase safety. The City agreed to partner on these improvements for 50%. There are four projects that are currently working through Community Development that will require median improvements: Burkey Park, Panda Express, 28 1/4 Road car wash, and Rivertown Center.



- **53.** Riverside Parkway at Deseo Drive (Dos Rios) Intersection Improvements, \$550,000 As part of the buildout of the Riverfront at Dos Rios, a new signal is warranted at the intersection of Riverside Parkway and Deseo Drive which will serve as the primary entrance in and out of the development as well as serve 2600 Riverside Parkway on the east side. The project will create a median break, left-turn lane and construct the signal.
- 54. Tour of the Moon/South Broadway Improvements (MOU with Mesa County), \$300,000 Mesa County and City of Grand Junction staff have been working together on improving infrastructure as follow-up to citizen concerns for the popular Tour of the Moon bike route through much of the Redlands. Mesa County has agreed to match the City's investments in widening key segments of South Broadway to improve safety for motorists and bicyclists. Proposed for late 2022-2023 is the westbound climbing lane and trail improvements on South Broadway just east of Tiara Rado.

# **ROADWAY EXPANSION PROJECTS**

- **55. 24 1/2 Road, Patterson to G 1/4 Road, \$500,000 (\$5.25M planned for 2024)** *Bond Funded Project* 24 1/2 Road will be widened to a three-lane collector including center turn lane, curb, gutter, sidewalks, and streetlights from Patterson Road to G 1/4 Road. Design in 2023 with construction in 2024.
- **56. 24 Road and Riverside Parkway Interchange, \$240,000 (\$5.3M planned for 2024)** *Bond Funded Project* – Intersection improvements are proposed to improve circulation and make interchange more intuitive. This project also constructs bike path connecting Riverfront Trail to Mesa Mall and on to Canyon View Park. For 2023, the funding will design the intersection improvements.
- 57. 26 1/2 Road, Horizon Drive to Summerhill Way, \$1,000,000 (\$12M planned 2024 through 2026)
    *Bond Funded Project* 26 1/2 Road will be widened to a three-lane collector road including center turn lane, curb, gutter, sidewalks, and streetlights from Horizon Drive to Summerhill Way including a new pedestrian bridge over I-70. Design proposed in 2023 with ROW acquisition in 2024 followed by two phases of construction in 2025 and 2026.
- 58. B 1/2 Road, 29 Road to 29 1/2 Road, \$2,900,000 Bond Funded Project B 1/2 Road will be widened to a three-lane collector road including turn lane, curb, gutter, sidewalk, and streetlights from 29 Road to 29 3/4 Road providing safer routes for kids to get to and from school at Lincoln Orchard Mesa Elementary.
- 59. D 1/2 Road, 29 to 30 Road, \$2,900,000 Bond Funded Project D 1/2 Road will be widened to a three-lane collector including center turn lane, curb, gutter, sidewalk, and streetlights from 29 1/4 Road to 30 Road providing safer routes for kids to get to school at Pear Park Elementary.
- 60. F 1/2 Parkway, Market to Patterson \$9,000,000 (\$7.3M planned for 2024) Bond Funded Project

   The creation of the F 1/2 Parkway from 24 Road to Patterson Road. This 5-lane, multimodal arterial will provide an alternative route around congested Patterson Road and serve rapidly developing area. Split into two construction phases between 2023 and 2024.



- 61. F 1/2 Road, 30 Road to Persigo Boundary, \$400,000 (\$2.9M planned for 2024) Bond Funded Project – F 1/2 Road will be widened to a three-lane collector road including center turn lane, curb, gutter, sidewalk, and streetlights from 30 Road to east of Thunder Mountain Elementary providing safer routes for kids to get to and from school. Right of way acquisition in 2023 with construction planned for 2024.
- 62. Horizon Drive at G Road and 27 1/2 Road, \$300,000 (\$4.0M planned for 2024) Bond Funded Project – The Horizon Drive and G Road Intersection will be reconstructed, and the existing signalized intersection will be replaced with a two-lane roundabout as a safety improvement. Roundabouts have been proven nationally, across the state, and locally to provide significant safety improvements. The roundabout will help set the context for the corridor as the transition from a more rural Horizon Drive into the dense commercial space. The City has received a \$1.5M grant from CDOT's Highway Safety Improvement Program for State FY2023. \$300,000 for ROW acquisition and final design in 2023 with construction in 2024.
- **63.** Patterson Road Capacity Improvements (5 intersections), \$200,000 (\$300,000 planned for 2024) – Bond Funded Project – With the volume of cars using Patterson Road higher now than ever before, there has been an observed degradation in the level of service and vehicle delays experienced at key intersections along the corridor due to traffic volume growth. The increases in vehicle delay and degradation in level of service cannot be solved with traffic signal timing optimization; it requires roadway expansion. One way to expand roadway capacity is by adding turn lanes at signalized intersections. An analysis of all the traffic signals on Patterson Road was performed to identify which intersections, and specifically which intersection approaches, would benefit the most from adding right turn lanes. In some instances, by adding turn lanes to side streets and reducing the amount of time required for north-south travel, it can provide more time for east-west travel on Patterson Road and thus increase capacity. The following represent the "Top 5": 25 Road eastbound to southbound; 12th Street southbound to westbound; 28 1/4 Road eastbound to south bound, 29 Road eastbound to southbound, 29 Road southbound to westbound.

#### WATER FUND

- **64. Condition Inspection of Lower Kannah Creek Line (7 Miles), \$150,000** The lower 7 miles of the Kannah Creek Flowline will be tested for pipe integrity and wall thickness to determine remaining useful life.
- **65. Grand Mesa Reservoir Improvements, \$50,000** These funds will be utilized to replace the spillway on Raber-Click Reservoir as well as other minor improvements at the City's reservoirs on the Grand Mesa recommended by the State Dam Safety Engineer based on annual inspections.
- **66. Gunnison River Infrastructure (CO Water Plan Grant, \$265,000), \$350,000 (multiple year project)** Feasibility study and preliminary engineering design for the conversion of two gravel pits along the Gunnison River into water storage impoundments to supplement the City's water supply. In addition to the gravel pit conversion, work will also involve replacement of the existing Gunnison River Pumpstation, connection to the existing pipeline to the water treatment plant, a



new pipeline to the Orchard Mesa Irrigation District to supplement irrigation supplies, and solar technology to offset pump station energy demands.

- **67. Historic Water Treatment Plant Preservation (State Historical Fund grant \$150,000), \$200,000** (\$450,000 planned for 2024) – Design of the stabilization, rehabilitation and adaptive reuse of the Historic Water Treatment Plant based on the Historic Structure Assessment and Preservation Plan developed in 2019. The City listed this building and associated structures on its Register of Historic Sites, Structures and Districts in early 2019 with the intent to preserve the building for future generations.
- 68. Kannah Creek Flowline Reeder Mesa to Whitewater Creek, \$150,000 (\$2.75M planned for 2024) Design of replacement of the segment of Kannah Creek Flowline from Reeder Mesa to Whitewater Creek.
- **69. Lead Water Line Replacements, \$100,000** Funding will be utilized to continue a lead service line replacement program. This program includes replacement of the municipal service lines as well private service lines for properties that qualify for Community Development Block Grant (CDBG) funding.
- **70.** Ranch Improvements/Sustainable Agriculture (GOCO \$95,000, NRCS \$100,000), \$250,000 (\$100,000 planned in 2024) City Lessee plans to install gated pipe on the Anderson Ranch to improve irrigation for cattle ranching. Also, in partnership with City Lessee, a master plan will be developed for the Hallenbeck that will present plans for a public access trail, fishing, wildlife viewing, and sustainable agriculture education.
- **71. SCADA Technician Vehicle, \$60,000** Purchase of work truck for new SCADA technician position.
- 72. Water Line Replacements, \$2,200,000 Water Line Replacements in the distribution system. Most of the lines to be replaced are 4" to 12" cast iron lines that have been in service more than 50 years and have a recent history of breaks or are in areas targeted to increase flow capacity to meet fire protection requirements. All lines will be replaced with Polyvinyl Chloride (PVC) pipe, thereby eliminating the possibility of external corrosion. The existing cast iron pipe materials are highly susceptible to external corrosion. Selection of project areas is based on pipe condition as well as street overlay and reconstruction schedules. The 2023 project area will include lines between Orchard and Bunting Avenues east of 21<sup>st</sup> Street. In addition, water line replacements are planned to improve flow capacity to the Riverfront at Dos Rios development.
- **73. Water Meter Replacement, \$50,000** Replacement of manual read meters with radio read meters was completed in 2022. Starting in 2023, funding will be used to upgrade meter pits and replace previously retrofitted meters that have connectivity issues with our advanced metering infrastructure (AMI) system.
- **74. Water Rights Infrastructure Development, \$100,000** Funding will facilitate acquisition of agricultural irrigation water rights as they become available.



**75. Water Treatment Plant Modifications, \$50,000** – These funds are used for replacement of equipment and upgrades at the water treatment plant. In 2023, expenditures will address recommendations from the Risk and Resilience Assessment in areas of improving security.

#### SOLID WASTE FUND

**76.** Conceptual Design and Site Location Study for Material Recycling Facility, \$100,000 – A Materials Recovery Facility (MRF) is a facility that uses both machines and people to remove and sort recyclables from the waste stream. In anticipation of building a MRF for the expanding recycling program, a site evaluation will be conducted to ensure that the structure is located on a property that will accommodate the building as well as parking, loading docks and future building expansion. A conceptual design will also be completed that will broadly establish the framework/concept of the building prior to engaging in a final a design phase.

#### **RIDGES IRRIGATION FUND**

**77. Ridges Distribution System Replacement, \$10,000** – This will continue an incremental replacement plan of the distribution system at the Ridges Subdivision.

#### **COMMUNICATIONS CENTER FUND**

- **78. 800MHz Capital Improvements, \$70,000 (annually)** –This item is budgeted annually and covers emergency repairs for the 800MHz radio infrastructure that are unanticipated in the budgeting cycle (such as a lightning strike to a tower).
- 79. Air Hanger Vehicle Storage Building Upgrades (\$50,000 paid for by Police General Fund budget)
   \$100,000 Total This item is to address anticipated upgrades to the building that the Mobile Communications Vehicle is housed in when location is moved.
- **80. Microwave Replacement at Radio Sites, \$315,000** This item addresses needed upgrades to equipment at several radio sites to maintain compatibility with the statewide 800MHz radio network.
- **81. Radio Analyst Service Monitor Replacement, \$65,000** This item is to cover replacement cost for a necessary piece of equipment to maintain functionality of the radios and the radio system. The current service monitor is at end-of-life.
- **82. Radio Bi-Direction Amplifier (BDA), \$30,000** The bi-direction amplifier is needed to address communication challenges for officers within the police department building.

#### **JOINT SEWER FUND**

**83. Collection System Equipment, \$50,000 (\$50,000 planned for 2024)** –These funds are recommended to purchase specialty equipment needed to efficiently operate and maintain the sewer collection system. Funds in 2023-2024 are planned for upgrading to cellular telemetry across all 26 lift stations.



- **84. Jetter Truck, \$283,520** The Jetter Truck will be used for sewer cleaning maintenance and will be an addition to the existing sewer cleaning truck fleet. It will be operated by a new two-person crew. The combination of the new equipment and personnel will improve the frequency of sewer system cleaning to align with the targeted maintenance frequency.
- **85. Laboratory Equipment, \$225,000** Replacement of ICP-MS laboratory equipment to perform inorganics analysis. The Environmental Laboratory previously performed inorganics analysis inhouse but when the equipment was past its useful life, it was not replaced, and the analysis has been outsourced. Due to increased costs of contract services, the lack of a local laboratory to perform regulatory analysis on a quick turnaround, and a decline in shipping reliability, replacing the equipment so inorganics analysis can be performed inhouse is recommended. Current workload for inorganics analysis is expected to increase for biosolids, watershed monitoring, industrial pretreatment, and lead and copper regulations. In addition, several smaller western slope wastewater utilities also have a need for this service.
- 86. Lift Station Elimination/Rehabilitation, \$5,842,000 The 2023 requested funds will be used to replace the Ridges #1 Lift Station. This lift station has surpassed its design life and it is recommended to be replaced due to existing deficiencies regarding their condition, capacity, and long-term reliability. Design and easement acquisition for the new Power Road Lift station and associated sewer pipelines will be completed in 2022 and construction will be completed in 2023. Funding planned for 2023 also includes rehabilitation of lift stations that were identified in poor condition during a condition inspection conducted in 2022.
- **87. Sewer Capacity Projects Central Grand Valley Basin, \$814,000 (\$2.98M planned for 2024)** The Wastewater Basin Masterplan identified several capacity deficiencies in the sewer collection system under current and future flows. Funds budgeted in 2023 are to construct a flow balance structure on the Riverside interceptors.
- **88. Sewer Improvement Districts, \$1,000,000 (\$1M planned in 2024)** In 2000, the City and the County passed a joint resolution establishing the septic system elimination program to provide incentives to property owners to eliminate septic systems. There are still approximately 1,550 properties that remain on septic systems within the Persigo 201 sewer boundary. Recommended funding for 2023 is to revitalize the incentive program by targeting completion of existing and new sewer improvement districts over the next 17 years as recommended in the 2020 Wastewater Basin Study Update. There are several proposed sewer improvements district that homeowners have requested to be initiated in 2023, these include Bookcliffs Ranch SID, Rosevale South SID, Connect Lakes SID, and Canary Lane/Red Mesa Heights SID.
- **89. Sewer Line Replacements/Rehabilitation, \$3,696,000 (\$3.69M planned in 2024)** Funds are budgeted to replace/rehabilitate existing sewer mains within the Persigo 201 service area collection system. The collection system is comprised of approximately 577 miles of pipe of which approximately 200 miles is scheduled for replacement over the next 30 years. Since 2015, 30 miles of pipe have been replaced and 170 miles of pipe have been identified for replacement based on pipe materials. Annual condition assessments are conducted to prioritize replacements based on condition.



90. Wastewater Treatment Plant Rehabilitation/Expansion Projects, \$5,245,000 (\$28.5M planned

**in 2024)** – 2023 funding will be used for the construction manager/general contractor (GM/GC) fee during design phase and early procurement of blowers, UV system, large bubble mixing system, centrifuge, screens, washer/compactor, and grit classifier.

# 91. Wastewater Treatment Plant Imp and Asset Replace, \$700,000 (\$700,000 planned in 2024) -

These expenditures are associated with wastewater treatment plant improvements and replacement of aging infrastructure. The funds planned for 2023 will be used for rehabilitation of the medium voltage electrical loop at the plant, as well as replacing the forcemain on the in-plant waste pump station.

Gra	ind Ju	Capital Plan 2023-2027, Future P .75% Sales Tax, Drainage,Transportation, Communic November 2, 202	catio				e Funds					
	Description			Year 1		Year 2	Year 3		Year 4	Year 5	Fu	ture Projects
ine #	Ref #	Title		2023		2024	2025		2026	2027		2028-2032
75% 62	loc Tay Canit	al (Fund 201)										
	partment		\$	1,203,646	Ś	7,331,168	¢ _	Ś		Ś.	Ś	53,475,000
1	1	Fire Safety Training Center Props (Fully Funded First Responder Tax-FRT)	Ş	115,000	Ş	-	-	,	_	<b>,</b>	,	55,475,00
2		Fire Station No 10 Ambulance				-	-		-	-		300,00
3		Fire Station No 10 Ambulance Equipment		-		-	-		-	-		225,00
4		Fire Station No 10 Construction		-		-	-		-	-		10,000,00
5		Fire Station No 10 Engine		-		-	-		-	-		900,00
6		Fire Station No 10 Engine Equipment		-		-	-		-	-		250,00
7		Fire Station No 10 Land Acquisition		-		-	-		-	-		500,00
8		Fire Station No 2 - Ladder Truck Equipment		-		-	-		-	-		200,00
9		Fire Station No 2 - Ladder Truck Equipment		-		-	-		-	-		1,100,00
10		Fire Station No 2 - Remodel and Addition		-		-	-		-	-		3,000,00
11		Fire Station No 9 Ambulance		-		-	-		-	-		275,00
12		Fire Station No 9 Ambulance Equipment		-		-	-		-	-		200,00
13		Fire Station No 9 Construction		-		-	-		-	-		8,500,00
14		Fire Station No 9 Engine		-		-	-		-	-		800,00
15		Fire Station No 9 Engine Equipment		-		-	-		-	-		225,00
16		Fire Station No 9 Land Acquisition		-		-	-		-	-		500,00
17		Fire Station No. 7 (23 & H Road)(Fully Funded First Responder Tax)		-		7,150,000	_		-	_		000,00
18	2	Fire Station No. 7 Aerial Truck (Ladder) Equipment (Fully Funded FRT)		228,373		-	-		-	-		
19	3	Fire Station No. 7 Ambulance (Fully Funded First Responder Tax)		260,273		-	-		-	-		
20	U	Fire Station No. 7 Ambulance Equipment (Fully Funded First Responder Tax)				181,168	_		-	_		
21	4	Fire Station No. 7 Land Acquisition (Fully Funded First Responder Tax)		500,000		-	-		-	-		
22		Fire Training Center Asphalt Driving		-		-	-		-	-		500,00
23		Fire Training Center Public Safety Classroom Bldg (Partner with CMU)		-		-	-		-	-		3,000,00
24		Police Department Annex Building (Fully Funded First Responder Tax)		-		_	_		-	_		23,000,00
25	5	Rescue Boat		100,000		-	-		-			20,000,00
	L SERVICES		\$	1,500,000	\$	-	\$ -	\$	-	\$ -	\$	
26	6	Property Acquisition		1,500,000								
NTERN	AL SERVICE F	UNDS	\$	500,000	\$	-	\$-	\$	-	\$ -	\$	
27	7	Information Technology-Carrier Neutral Location for Broadband (DOLA Grant \$250k)		500,000			-		-	-		
				2 770 000	*	2 662 000	÷	<b>^</b>	500 500	A 205 000		445 070 0
	AND RECREA		\$	3,770,000	Ş	2,660,000	\$ 4,037,000	\$	502,500	\$ 285,000	\$	115,978,0
28	8	5th Street Plaza Restrooms (DDA Revenue \$200k)		400,000		-	-		-	-		
29		Blue Heron Boat Ramp and River Trail Replacement (Parkland)		-		-	-		-	-		200,00
30		Botanical GaRoadens Master Plan (Parkland)		-		125,000	-		-	-		
31		Botanical GaRoadens Renovation and Greenhouses (GOCO \$800K)		-		-	-		-	-		1,200,00
33		Canyon View Baseball Field Lights.		-		-	-		-	-		400,00
34	~	Canyon View Field Lighting		-		-	-		-	-		400,00
35	9	Canyon View Park Asphalt Parking Lot Renovations		1,200,000		-	-		-	-		
36		Canyon View Park Baseball Field Uplift		-		-	-		-	-		500,00
37		Canyon View Park Playground Repair/Replacement		-		-	-		-	-		300,0
38		Canyon View Pour in Place Playground Surfacing Replacement		-		-	-		-	-		300,0
39		Canyon View Tennis Court Improvements, 2 more courts and Paving of Pkg Lot)		-		-	-		-	-		2,500,00
40		Cemetery Irrigation Full Replacement		-		-	-		-	-		1,500,00
41	10	Chipeta Playground Renovations		245,000		-	-		-	-		
42		Columbine Park Renovation		-		-	-		-	-		500

Grand Junction

### Capital Plan 2023-2027, Future Projects 2028-2032

.75% Sales Tax, Drainage, Transportation, Communications Center, and Enterprise Funds

C	Description		Year 1	Year 2	Year 3	Year 4	Year 5	Future Projects
Line #	Ref #	Title	2023	2024	2025	2026	2027	2028-2032
43		Crown Point Cemetery Columbarium	-	-	-	-	55,000	-
44		Dog Park at Jr. Service League (Parkland)	-	-	50,000	-	-	-
45	11	Downtown Electrical Outlet Replacement (DDA \$10k for labor)	50,000	-	-	-	-	-
46	12	Emerson Park Destination Skate Park and improvements at other parks	100,000	-	-	-	-	1,500,000
47		Fiber Acquisition	-	-	-	-	-	250,000
48		Flint Park Construction	-	-	-	-	-	1,752,000
49		Flint Park Master Plan	-	-	-	-	-	50,000
50		Founder's Colony Construction	-	-	-	-	-	560,000
51		Horizon park Construction	-	-	-	-	-	5,531,235
52		Kronkright Batting Cage/Pitching Lanes	-	-	-	-	65,000	-
53	13	Las Colonias Large Shade Shelters for River and Dog Park (Parkland)	130,000	-	-	-	-	-
54		Lincoln Park Office Improvements	-	-	-	-	-	100,000
55	14	Lincoln Park Pool Boiler (Conservation Trust Funds)	50,000	-	-	-	-	-
56		Lincoln Park Pool Circulation Pump(Conservation Trust Funds)	-	-	25,000	-	-	-
57 58		Lincoln Park Pool Deck Furniture Replacement (Conservation Trust Funds)	-	-	35,000	-	-	230,000
58 59	15	Lincoln Park Pool Diving BoaRoads (Conservation Trust Funds) Lincoln Park Pool Replaster (Conservation Trust Funds)	325,000	-	27,000	-	-	230,000
60	15	Matchett Park Backbone Infrastructure	- 525,000		_	_		12,816,250
61		Matchett Park Central Phase	-	-	-	-	_	24,808,385
62		Matchett Park Eastern Edge	-	-	-	-	-	3,349,195
63		Matchett Park Southern Phase	-	-	-	-	-	10,387,105
64		Miramonte Parking Lot	-	-	-	-	-	200,000
65		Monument Road/Parking Area for Climbers-Painted Bowl Bouldering Area	-	-	-	-	-	75,000
66		Pine Ridge Park Renovation	-	-	-	-	-	250,000
67	16	Pine Ridge Restroom Enclosure	25,000	-	-	-	-	-
68	17	Playground Repair and Replacement (Conservation Trust Funds)	100,000	50,000	100,000	50,000	50,000	250,000
69		Playground Replacement, Hawthorn in 2024, Columbine 2026 (CTF)	-	240,000	-	262,500	-	868,908
70		Redlands Tailrace River Park (Design w/Parkland Funding; Construction 2028 with GOCO \$1M)	-	260,000	-	-	-	1,800,000
71		River Park Phase II Las Colonias to Dos Rios (Parkland)	-	-	-	-	-	500,000
72		River Trail Expansion, C 1/2 Road Gap (GOCO \$1M, County \$300K, One Riverfront \$100K	-	1,700,000	-	-	-	-
		and CTF \$150K)						
73	18	Riverfront Trail Widening at Broadway & Colorado River	400,000	-	-	-	-	-
74		Riverside Parkway Improvements (Landscaping)	-	-	400,000	-	-	-
75		Riverside Parkway Irrigation Connection	-	35,000	-	-	-	-
76		Saccomonno Park Construction	-	-	-	-	-	6,000,000
77		Saccomonno Park Master Plan	-	-	-	-	-	50,000
78	19	Skate Park Improvements-Eagle Rim	60,000	-	-	-	15,000	-
79		Stadium Master Plan Improvements	-	-	-	-	-	23,600,000
80	20	Stadium Suplizio Field Artificial Turf (\$425K partners)	-	-	2,300,000	-	-	-
81 82	20	Tour of the Moon/Jurassic Flats Restroom Vault, Grading Trail Repair (Parkland)	80,000	-	- 100,000	- 100,000	- 100,000	- 500,000
82 83	21	Trail Repair (Parkland) Trails - Asphalt Trail Replacements (project team) (\$1.5M Total Project) (\$1.3m Parkland)	500,000	250,000	250,000	-	- 100,000	
84		Turf Replacement Stocker (\$250K partner participation)			750,000			
84 85		Velodrome (total of \$11.7M: CMU, \$4M; City, \$4M; \$3.7M fundraising)	-	-	750,000	-	-	- 11,700,000
85 86	22		75 000	-	-	-	-	11,700,000
80	22	Water Conservation Projects-Turf to Native	75,000	-	-	-	-	-

Grand Junction

#### Capital Plan 2023-2027, Future Projects 2028-2032

.75% Sales Tax, Drainage, Transportation, Communications Center, and Enterprise Funds

[	Description		Y	fear 1	Y	Year 2		Year 3		Year 4		Year 5	Future	Projects
Line #	Ref #	Title		2023		2024		2025		2026		2027	202	8-2032
87	23	Watson Island Disc Golf Revegetation		30,000		-		-		-		-		-
88		Wayfinding and Signage		-		-		-		-		-		300,000
89		Westlake Skate Park Renovations (CTF)		-		-		-		90,000		-		-
90		Whitman Park Improvements		-		-		-		-		-		750,000
PUBLIC V	NORKS		\$ 1	10,861,500	\$ 1	10,075,130	\$	6,150,554	\$	7,512,332	\$	7,265,526	\$ 8	5,504,885
91	24	23 3/4 Road Mosaic Factory Development		80,000		-		-		-		-		-
92		23 Road Sidewalk (Hwy 340 to South Rim)		-		-		-		-		-		300,000
93		25 1/2 Road Reconstruction F to G		-		-		-		-		-		995,000
94	25	4th & 5th Street Design and Improvements (\$150K CDOT)		700,000		800,000		750,000		900,000		900,000		-
95	26	6th & Rood Pedestrian Improvements		70,000		-		-		-		-		-
96	27	Alley Improvement Districts (\$300k assessment revenues)		900,000		250,000		250,000		250,000		250,000		1,250,000
97	28	Bridge Repair		95,000		105,000				80,000				-,,
98		Bridge Replacement GRJM-21.25-D.7- South Broadway over Limekiln Gulch		-		800,000		-		-		-		-
99		Bridge Replacement, GRJM 21.7-G.4 - River Road at Persigo Wash		-				-		700,000		-		-
100		Bridge Replacement, Horizon Dr. GRJ-F.4-26.7		-		-		-		-		-		2,125,000
101	29	Colorado River Levee Renovations		100,000		-		-		-		-		
102	30	Contract Street Maintenance, Chip Seal, Crackfill		3,525,000		4,000,000		4,400,000		4,800,000		5,200,000	3	1,625,000
103	31	Curb, Gutter, and Sidewalk Safety Repairs		420,000		441,000		463,050		486,203		510,513		2,961,950
104		D Road Bridge at Lewis Wash		, -		-		-		-		· -		1,840,000
105	32	Downtown - Main to Trains Connector - 2nd Street Promenade		100,000		900,000		-		-		-		-
106		Downtown - Spruce to 1st reconstruction (roundabout)		-		-		-		-		-		2,300,000
107		Downtown to Dos Rios Bike/Ped Bridge		-		-		-		-		-		8,400,000
108		Downtown to Riverfront Connection - 9th Street Reconstruction		-		-		-		-		-		3,000,000
109		Downtown to Riverfront Connection - 12th St Bike/Ped Path		-		-		-		-		-		3,000,000
110		GVWUA/BOR Trail-Visitors Way to 28 Road		-		-		-		-		-		500,000
111		Horizon Drive Improvements G Road to I-70 Phase II		-		-		-		-		-		4,300,000
112		Horizon Drive Improvements Phase III		-		-		-		-		-		7,200,000
113		Horizon Drive Trail-G Road to I-70		-		-		-		-		-		1,500,000
114		Horizon Trail-South		-		-		-		-		-		2,100,000
116		Mill Tailing Repository Removal (DOLA Funded 100%)		-		100,000		-		-		100,000		-
117	33	North Avenue Enhanced Transit Corridor (CDOT \$1.35 million)		2,150,500		-		-		-		-		-
118		North Avenue Streetscape Improve (with donated right of way)		-		-		-		-		-	1	.0,440,000
119	34	Ranchman's Ditch Trail		100,000		1,400,000		-		-		-		-
120	35	Rapid Flash Beacon Crosswalk Equipment (3 crosswalks)		70,000		-		-		-		-		-
121	36	Riverfront Trail Bank Stabilization-Ice Rink Phase II		400,000		-		-		-		-		-
122	37	Riverside Parkway at Hwy 50 Retaining Wall		1,000,000		1,000,000		-		-		-		-
123	38	SRTS - 27 Road South of Hwy 50 to B 1/2 Road (CDBG \$99,501)		140,000		-		-		-		-		-
124	39	SRTS - Rocket Park Crosswalk (CDBG Funded)		40,000		-		-		-		-		-
125	40	Street Lights		80,000		-		-		-		-		-
126	41	Traffic Signal Upgrade		271,000		279,130		287,504		296,129		305,013		1,667,935
127	42	Union Pacific Railroad Downtown Quiet Zone (design '22, const. '23)		620,000		-		-		-		-		-
128		Total .75% Sales Tax Capital (Fund 201	) Ś 1	7.835.146	Ś 2	20.066.298	Ś	10.187.554	Ś	8.014.832	Ś	7.550.526	Ś 25	4.957.963
Storm D	rainage (Fun	d 202)												
129		EXPENSES												
130	43	Drainage System Improvements	\$	30,000	\$	20,000	\$	10,000	\$	15,000	\$	15,000	\$	75,000

Gra		Capital Plan 2023-2027, Future Pr	nie	cts 2028-20	132								
	C C	.75% Sales Tax, Drainage,Transportation, Communic	-				e Fi	inds					
		November 2, 202		Silo center,	un								
	Description			Veer 1		Veer 2		Veer 2	VeerA	Veer		F 4	ure Projec
	Description Ref #	Title		Year 1 2023		Year 2		Year 3	Year 4	Year 5			
ine #	Ref #			2023	1	2024		2025	2026	2027		2	2028-2032
131		Sherwood Park Storm Drain		-		-		200,000	-		-		
132	44	Three Arrows/Halandras Development Drainage Replacement and Upgrades (\$1.5M Sales		1,800,000		-							
		Tax CIP, \$300,000 Grand Valley Drainage District)					4			A 15			
133		Total Storm Drainage (Fund 202)	\$	1,830,000	Ş	20,000	\$	210,000	\$ 15,000	\$ 15,	000	Ş	75,(
ranspo	ortation Capa	icity (TCP) (Fund 207)											
oject	s Funded By	TCP Fees	\$	7,649,619	\$	1,840,000	\$	1,743,000	\$ -	\$ 2,480,	000	\$	19,070,
134		28 1/4 Road Extension from North Avenue to I70B		-		-		-	-		_		4,500,0
135		28 Road and Orchard Avenue Intersection Improvements		_		-		-	_		_		750,
136		29 1/2 Road from F Road to G Road		-		-		-	-	500.	000		4,500,
137	45	31 Road North of Orchard Road along Lewis Wash		200,000		-		-	-		-		
138	46	Broadway at Reed Mesa Left Turn Lane (Mesa County \$75K, Magnus Development \$75K)		400,000		-		-	-		-		
139		Community Lane Project		-		-		-	-		-		2,000,
140	47	Crosby Avenue 25 1/2 Road to Main Street (CDOT \$1M)		2,500,000		-		-	-		-		
141	48	F 1/2 Parkway, 23 1/2 to 24 Road		2,550,000		-		-	-		-		
142		F 1/2 Road, Connect 29 1/2 to Broken Spoke		-		-		-	-	1,200,	000		
143		G Road at 23 1/2 Road Intersection Improvements		_		1,400,000		-	-	,,	_		
144	49	G Road at 26 Road Intersection Improvements		70,000		320,000		1,623,000	_		_		
145	-13	Heritage Estates						-	-	600,	000		
146	50	Hwy 50 at Palmer Street Intersection Improvements		461,500						000,	000		
	51					-		-	-		-		
147	51	I-70 Interchange @ 29 Road 1601 and Environmental Assessment (50/50 split with Mesa County)		418,119		-		-	-		-		
148	52	Patterson Road Access Control Plan Implementation		200,000		-		-	-		-		
149		Redlands 360 Development Redlands Parkway/South Camp Road Intersection		_		_		-	-		_		2,500,
145		Improvements											2,500,
150	ГЭ	•		FF0 000									
150	53	Riverside Parkway at Deseo Drive (Dos Rios) Intersection Improvements		550,000		-		-	-		-		
151		Sugar Beet Right turn lanes (2)		-		120,000		120,000	-		-		
152	54	Tour of Moon/S. Broadway Improvements (project with County)		300,000		-		-	-		-		
153		Westside Industrial - 22 Road RR Xing (RR Revenue & CDOT HSIP)		-		-		-	-	180,	000		4,820,
oadwa	ay Expansion	Projects Funded By Bond Proceeds	\$	17,440,000	\$	27,050,000	\$	5,250,000	\$ 5,000,000	\$	-	\$	
154	55	24 1/2 Road, Patterson to G 1/4 Road		500,000		5,250,000		-	-		-		
155	56	24 Road and Riverside Parkway Interchange		240,000		5,300,000		-	-		-		
156		25 1/2 Road Right Turn Lane		-		-		250,000	-		-		
157	57	26 1/2 Road, Horizon Drive to Summerhill Way		1,000,000		2,000,000		5,000,000	5,000,000		-		
158	58	B 1/2 Road, 29 Road to 29 1/2 Road		2,900,000		-		-	-		-		
159	59	D 1/2 Road, 29 to 30 Road		2,900,000		-		-	-		-		
160	60	F 1/2 Parkway, Market Street to Patterson Road		9,000,000		7,300,000		-	-		-		
161	61	F 1/2 Road, 30 Road to Persigo Boundary		400,000		2,900,000		-	-		-		
162	62	Horizon at G Road and 27 1/2 (Highway Safety Imp Funds \$1.5M)		300,000		4,000,000		-	-		-		
163	63	Patterson Road Capacity Improvements (5 intersections)		200,000		300,000		-	-		-		
badwa	ay Expansion	Projects Unfunded	\$	-	\$	-	\$	-	\$ -	\$	-	\$	188,600
L64		23 Road I-70 Bike/Pedestrian Bridge		-		-		-	-		-		3,000
.65		23 Road		-		-		-	-		-		4,771
66		24 Road I-70 Bike/Pedestrian Bridge		_		-		-	-		-		3,000

Grand Junction

#### Capital Plan 2023-2027, Future Projects 2028-2032

.75% Sales Tax, Drainage, Transportation, Communications Center, and Enterprise Funds

	Description			Year 1	Year 2	Year 3		Year 4	Year 5	Future	Projects
Line #	Ref #	Title		2023	2024	2025		2026	2027	2028	8-2032
167		25 Road F 1/2 to G 3/8 Road		-	-		-	-	-	3	3,115,000
168		25 Road Widening I-70 B to Patterson Road		-	-		-	-	-	10	0,000,000
169		26 Road from Patterson Road to H Road		-	-		-	-	-		8,366,00
170		27 1/2 Road, Hwy 50 to Unaweep		-	-		-	-	-		1,807,000
171		27 1/2, B 1/2, Unaweep Intersections		-	-		-	-	-		900,000
172		27 Road I-70 Bike/Pedestrian Bridge		-	-		-	-	-		3,000,000
173		27 Road, Horizon Drive to H Road		-	-		-	-	-		4,720,00
174		B 1/2 Road, Hwy 50 to 29 1/4 Road		-	-		-	-	-		3,920,00
175		Broadway and Redlands Parkway Roundabout Capacity Expansion		-	-		-	-	-		2,500,00
176		Broadway and Ridges Blvd Intersection Improvements		-	-		-	-	-		4,500,000
177		Broadway Capacity Improvements - Redlands		-	-		-	-	-	1	5,600,00
178		D 1/2 Road and 30 Road Intersection		-	-		-	-	-		760,00
179 180		D Road & 30 Road Intersection D Road & 31 Road Intersection		-	-		-	-	-		760,00 760,00
180		D Road, 29 Road to 32 Road		_	-			_	_		9,589,000
181		E Road, 29 Road to 32 Road									2,560,000
183		F 1/2 Road and 30 Road Intersection		-	-		-	-	_		450.00
184		F 1/2 Road Matchett		-	-		-	-	-	4	4,383,000
185		F 1/4 Road 24 1/2 to 25 Road		-	-		-	-	-		1,300,000
186		G Road and 27 Road Intersection		-	-		-	-	-		1,400,000
187		G Road Improvements 23 to 23 1/2; 24 1/2 to Horizon Drive		-	-		-	-	_		1,464,00
188		I-70 Interchange at 29 Road, 29 Road Widening (1/2 County)		-	-		-	-	_		0,000,000
189		Redlands Parkway Capacity Expansion - Broadway to 24 Road		_	_		_	_	_		2,000,000
190		South Broadway		_	_		_	_	_		3,975,000
191		Total Transportation Capacity (TCP) (Fund 207	Ś	25,089,619	\$ 28,890,000	\$ 6,993,000	) \$	5,000,000	\$ 2,480,000		7,670,000
-				-,,	,,			-,,-	, , , , , , , , , , , , , , , , , , , ,		//
	Fund 301)				L				1		
192	64	Condition Inspection of Lower Kannah Creek Line (7 miles)	\$	150,000		\$-	\$	-	\$ -	\$ 10	0,000,000
193	65	Grand Mesa Reservoir Improvements		50,000	50,000	50,000	)	50,000	50,000		250,000
194	66	Gunnison River Infrastructure		350,000	600,000	5,000,000	)	100,000	600,000	13	3,600,000
195	67	Historic Water Treatment Plant Preservation (State Historical Fund grant \$150k)		200,000	450,000		-	-	-		
196		Kannah Creek Water system improvements		-	-		-	1,500,000	-		1,000,000
197	68	Kannah Creek Flowline - Reeder Mesa to WW Creek		150,000	2,750,000		-	-	-		
198		Kannah Creek Flowline - Upper & WW Creek to WW Hill		-	-	1,500,000	)	-	-		
199	69	Lead Water Line Replacements		100,000	100,000	100,000		100,000	100,000		300,000
	70	Ranch Improvements/Sustainable Agriculture		250,000	100,000			25,000	25,750		140,812
200		SCADA Technician Vehicle		60,000	100,000	100,000	_				2.0,01
	71			2,200,000	1,350,000	1,390,500		1,432,215	1,475,181		8,066,898
201	71 72	Water Line Replacements (W. Main, Chineta, White)					·	1,432,213	1,473,101		0,000,090
200 201 202 203	72	Water Line Replacements (W. Main, Chipeta, White)					)	50.000	50,000		250 000
201 202 203	72 73	Water Meter Replacement		50,000	50,000	50,000		50,000	50,000		250,000
201 202 203 204	72 73 74	Water Meter Replacement Water Rights Infrastructure Development		50,000 100,000	50,000 100,000	50,000 100,000	)	100,000	100,000		500,00
201 202 203 204 205	72 73	Water Meter Replacement Water Rights Infrastructure Development Water Treatment Plant Modifications		50,000 100,000 50,000	50,000 100,000 100,000	50,000 100,000 100,000	)	100,000 100,000	100,000 100,000	ć a	500,000 500,000
201 202 203 204	72 73 74	Water Meter Replacement Water Rights Infrastructure Development	) \$	50,000 100,000	50,000 100,000	50,000 100,000 100,000	)	100,000	100,000	\$ 34	500,000
201 202 203 204 205	72 73 74	Water Meter Replacement Water Rights Infrastructure Development Water Treatment Plant Modifications	) \$	50,000 100,000 50,000	50,000 100,000 100,000	50,000 100,000 100,000	)	100,000 100,000	100,000 100,000	\$ 34	500,000 500,000

		Capital Plan 2023-2027, Future Pro .75% Sales Tax, Drainage,Transportation, Communica November 2, 2022	ations Center,			e Fı	unds					
	Description		Year 1		Year 2		Year 3		Year 4		Year 5	Future Project
Line #	Ref #	Title	2023		2024		2025		2026		2027	2028-2032
207	76	Conceptual Design and Site Location Study for Material Recycling Facility	100,000		-		-		-		-	
208		Hopper Refuse Truck for Dual Stream Pickup			410,000				410,000		-	
209		Total Solid Waste Fund (Fund 302)	\$ 100,000	\$	410,000	\$	-	\$	410,000	\$	-	\$
-	Irrigation (Fu		<u> </u>					<u> </u>				
210	77	Ridges Distribution System Replacement	\$ 10,000	- · ·	30,000	\$	,	\$	30,000	\$	30,000	\$ 90,000
211		Total Ridges Irrigation (Fund 309)	\$ 10,000	Ş	30,000	\$	30,000	\$	30,000	Ş	30,000	\$ 90,00
Commu	unications Cer	nter (Fund 405)										
212	78	800MHz Capital Improvements	\$ 70,000	\$	70,000	\$	70,000	\$	70,000	\$	70,000	\$ 70,00
213		9-1-1 Telephone Upgrade	-		600,000		-		-		-	
214	79	Air Hanger Vehicle Storage Building Upgrades (\$50K in Police General Fund budget)	50,000		-		-		-		-	
215		Back Up Comm Center/Training Center	-		1,000,000		-		-		-	
216		Black Ridge- Tower & Building replacement/Site work (25 Years old)	-		-		-		-		-	400,00
217		Workstation replacement	-		-		-		-		1,000,000	
218		Computer-Aided Dispatch (CAD) system upgrade	-		-		-		-		-	400,000
219		DTR Radio System Site Equipment Upgrade	-		-		-		150,000		-	
220		Far Pond Radio Tower			-		-		1,200,000		-	
221		Lee's Point Tower & Building replacement/Site work (25 Years old)	-		-		-		-		-	500,000
222		Lenna Peak Radio Tower	-		-				-		-	1,200,000
223		Logging RecoRoader	-		-		-		350,000		-	
224		MCC 7500 Dispatch Console Replacements	-		-		750,000		-		-	100,000
225		Mesa Point-Tower & Building Replacement/Site Work	-		-		· -		-		250,000	
226	80	Microwave Replacement at radio sites	315,000		150,000		-		-		-	
227		Motorola GTR 8000 Radio Site Transmitters Replacements Project (7 Year project starting	-		-		-		-		-	2,500,000
228		Plateau Creek Tower			-		-		-		-	1,200,000
229	81	Radio Analyst Service Monitor Replacement	65,000		-		-		-		-	, ,
230	82	Radio Bi-Direction Amplifier (BDA)	30,000		-		-		-		-	
231		Uncompany radio site solar panel replacement	-		-		200,000		-		-	
232		Total Communications Center (Fund 405)	\$ 530,000	\$	1,820,000	\$	1,020,000	\$	1,770,000	\$	1,320,000	\$ 6,370,00
	(Fund 902)											
233	83	Collection System Equipment	\$ 50,000		50,000	\$	-	\$	-	\$	-	Ş -
234	84	Jetter Truck	283,520		-		-		-		-	
235	85	Laboratory Equipment	225,000		-		-		-		-	
236	86	Lift Station Elimination/Rehabilitation	5,842,000		92,000		92,000		92,000		92,000	460,00
237		Odor Control Improvements	-		600,000		150,000		-		-	
238		Persigo Plant Studies	-		-		350,000		665,000		100,000	900,00
239	87	Sewer Capacity Projects - Central Grand Valley Basin	814,000		2,984,000		2,984,000		-		-	
240		Sewer Capacity Projects - Goat Wash Sewer Basin (GW-1)	-		-		-		-		-	2,982,00
241		Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-1)	-		1,988,000		7,403,000		-		-	

Grand	unction
	COLORADO

#### Capital Plan 2023-2027, Future Projects 2028-2032

.75% Sales Tax, Drainage, Transportation, Communications Center, and Enterprise Funds

1	Description		Year 1	Year 2	Year 3	Year 4	Year 5	Future Projects
Line #	Ref #	Title	2023	2024	2025	2026	2027	2028-2032
242		Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-2)	-	-	400,000	3,503,000	-	-
243		Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-3)	-	-	-	210,000	1,894,000	-
244		Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-4)	-	-	-	-	-	625,000
245		Sewer Capacity Projects - Orchard Mesa Sewer Basin (OM-5)	-	-	-	-	-	543,000
246		Sewer Capacity Projects - River Road North Sewer Basin	-	-	-	-	-	1,714,000
247	88	Sewer Improvement Districts	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
248	89	Sewer Line Replacements/Rehabilitation	3,696,000	3,696,000	4,500,000	4,500,000	4,500,000	22,500,000
249	90	Wastewater Treatment Plant Rehabilitiation/Expansion Projects	5,245,000	28,526,000	10,986,000	7,627,000	14,225,000	53,515,000
250	91	Wastewater Treatment Plant Improvement and Asset Replacement	700,000	700,000	736,000	773,000	812,000	4,687,000
251		Total Sewer (Fund 902)	\$ 17,855,520	\$ 39,636,000	\$ 28,601,000	\$ 18,370,000	\$ 22,623,000	\$ 92,926,000



Line Item	By Department By Fund		2020		2021		2022		2022		2022 Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	ļ	Actual YTD		Estimated	Red	2023 commended
1	City Council		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				- aopteu	_				net	Jonnienaeu
2	100 General Fund	\$	2,574,320	\$	2,885,636	\$	3,546,261	\$	1,151,585	\$	2,797,666	\$	2,534,099
3	Revenue	\$	(68)	\$	200,000	\$	200,000	\$	20,000	\$	20,000	\$	-
4	Charges for Service		(68)		-		-		-		-		-
5	Intergovernmental		-		200,000		200,000		20,000		20,000		-
6	Expenses	\$	2,574,253	\$	3,085,636	\$	3,746,261	\$	1,171,585	\$	2,817,666	\$	2,534,099
7	Labor and Benefits	\$	51,644	\$	54,972	\$	53,895	\$	41,654	\$	53,877	\$	53,899
8	Seasonal		42,750		45,938		45,000		34,638		45,000		45,000
9	Benefits		3,665		3,908		3,829		2,947		3,758		3,829
10	Insurance		69		86		26		79		79		30
11	Other Compensation		5,160		5,040		5,040		3,990		5,040		5,040
12	Operating	\$	2,277,205	\$	2,735,016	\$	3,634,521	\$	1,083,327	\$	2,705,944	\$	2,414,904
13	Charges and Fees		313		-		-		-		-		-
14	Contract Services		595		21,795		16,356		48,401		87,779		13,678
15	Grants and Contributions		2,106,108		2,618,436		3,495,279		924,732		2,495,279		2,278,833
16	Operating Supplies		9,477		13,951		11,900		7,279		11,900		11,900
17	Professional Development		160,712		80,834	<u> </u>	110,986		102,915		110,986	<u>^</u>	110,493
18	Interfund Charges	\$	26,904	Ş	42,359	>	57,845	>	46,604	Ş	57,845	Ş	65,296
19	Information Technology	\$	26,904	ć	42,359 <b>253.289</b>	ć	57,845	ć	46,604	\$	57,845	\$	65,296
20 21	Capital Outlay Land	Ş	<b>218,500</b> 218,500	\$		Ş	-	\$	-	Ş	-	Ş	-
21 22	201 Sales Tax CIP Fund	\$	<b>218,500</b> <b>2,351,663</b>	\$	253,289 <b>2,238,441</b>	ć	2,558,790	\$	1,938,094	\$	2,558,790	\$	5,056,158
22	Revenue	\$ \$		\$ \$	39,769		45,000	\$ \$	45,000		45,000	\$	48,380
24	Intergovernmental	Ş	14,385	ş	39,769	Ş	45,000	Ş	45,000	Ş	45,000	Ş	48,380
25	Expenses	\$	2,366,048	\$		\$	2,603,790	\$		\$	2,603,790	\$	5,104,538
26	Operating	\$	2,366,048	Ś	2,277,254		2,603,790		1,983,094		2,603,790		5,104,538
27	Grants and Contributions	Ş	2,366,048	Ļ	2,277,254	Ş	2,603,790	Ş	1,983,094	Ļ	2,603,790	Ŷ	5,104,538
28	Capital Outlay	\$	2,300,040	\$	956	\$	2,003,750	\$	- 1,505,054	\$	- 2,003,730	\$	
29	Land	Ŷ	-	Ψ	956	Ŷ	-	Ŷ	-	Ŷ	-	Ŷ	-
30	Total City Council Expenditures	\$	4,940,301	\$	5,363,847	\$	6,350,051	\$	3,154,679	\$	5,421,456	\$	7,638,637
31	City Manager's Office												
32	100 General Fund	\$	811,657	\$	859,010	\$	1,135,670	\$	586,800	\$	1,064,247	\$	955,792
33	Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	23,000
34	Intergovernmental		-		-		-		-		-		23,000
35	Expenses	\$	811,657	\$	859,010	\$	1,135,670	\$	586,800	\$	1,064,247	\$	978,792
36	Labor and Benefits	\$	579,837	\$	626,127	\$	647,146	\$	388,199	\$	647,146	\$	500,021
37	Full Time		446,924		476,753		499,296		298,648		499,296		399,493
38	Benefits		113,455		135,324		140,232		84,206		140,232		93,567
39	Insurance		5,634		829		1,015		626		1,015		960
40	Other Compensation		13,824		13,221		6,603		4,719		6,603		6,001
41	Operating	\$	101,951	Ş	95,037	Ş	104,830	Ş	45,724	Ş	104,830	\$	23,348
42	Charges and Fees		1,611		1,939		-		1,642		1,642		-
43	Contract Services		85,887		73,324		72,049		35,626		70,407		1,248
44	Equipment		-		3,826		8,231		-		8,231		-
45	Operating Supplies		5,613		7,328		7,850		3,321		7,850		6,600
46	Professional Development	\$	8,840	ć	8,620	ć	16,700	ć	5,135 <b>152,877</b>	ć	16,700	ć	15,500
<b>47</b>	Interfund Charges	Ş	129,869	Ş	137,846	\$	183,694	Ş		Ş	183,694	Ş	155,423
48	Facility		42,797		37,818		45,922		38,268		45,922		29,542
49	Information Technology		34,308 52,764		46,341 53,687		57,242 80,530		47,501 67,108		57,242 80,530		29,245 96,636
	Liability Insurance	\$	52,764	\$	53,687	\$	200,000	¢		\$	128,577	ć	300,000
50 51	Contingency	د ا	-	ډ	-	ş	200,000	ډ	-	ډ	128,577	ş	300,000
51	Contingency		-		-		· · · ·		586,800	÷	1,064,247	ć	978,792
51 52	Contingency	Ś	811 657	Ś	859 010	Ś	1.135 670	5		<u> </u>			
51 52 <b>53</b>	Contingency Total City Manager's Office Expenditures	\$	811,657	\$	859,010	\$	1,135,670	Ş	380,800	\$	1,004,247	Ş	0,0,01
51 52 <b>53</b>	Contingency		- 811,657 754,892		859,010 958,439		1,135,670		825,462			\$ \$	
51 52 53 54	Contingency Total City Manager's Office Expenditures City Attorney	\$ \$ \$		\$	958,439	\$	1,050,375	\$		\$		\$	1,321,549
51 52 53 54 55	Contingency Total City Manager's Office Expenditures City Attorney 100 General Fund	\$	754,892 2,400	\$	958,439 3,520	\$	1,050,375 6,300	\$	825,462 4,140	\$	1,050,745 6,300	\$	1,321,549 6,300
51 52 53 54 55 56	Contingency Total City Manager's Office Expenditures City Attorney 100 General Fund Revenue	\$	754,892	\$ \$	958,439	\$ \$	1,050,375	\$ \$	825,462	\$ \$	1,050,745	\$ \$	1,321,549



Line	By Department		Novenn								2022		
Item	By Fund	2	2020		2021		2022		2022		Year End		2023
Ref #	By Classification		ctual		Actual		Adopted	A	ctual YTD		Estimated	Rec	commended
60	Full Time		537,323		695,841		719,006		541,856		719,006	net	840,669
61	Benefits		126,748		176,655		186,979		160,610		186,979		253,041
62	Insurance		6,823		1,189		1,451		1,118		1,451		2,010
63	Other Compensation		11,113		8,445		4,802		3,694		4,802		4,802
64	Operating	\$	36,070	\$	32,061	\$	81,460	\$	69,975	\$	81,830	\$	124,315
65	Charges and Fees	Ŷ	69	Ŷ	510	Ŷ	893	Ţ.	30	Ÿ	893	<b>•</b>	893
66	Contract Services		9,076		19,862		18,479		13,941		17,299		18,479
67	Equipment								10,0				33,480
68	Operating Supplies		597		1,623		2,245		3,795		3,795		2,245
69	Professional Development		3,443		7,279		9,843		6,331		9,843		19,218
70	Insurance and Claims		22,885		2,787		50,000		45,878		50,000		50,000
71	Interfund Charges	\$	39,215	\$	47,768	\$	62,977	\$	52,349	\$	62,977	\$	103,012
72	Facility		-		-		-	· ·	-	· ·	-	· ·	29,542
73	Information Technology		39,215		47,768		62,977		52,349		62,977		73,470
74	Total City Attorney Expenditures	\$	757,292	\$	961,959	\$	1,056,675	\$	829,602	\$	1,057,045	\$	1,327,849
75	City Clerk												
76	100 General Fund	\$	499,173	\$	547,604	\$	800,100	\$	449,949	\$	800,842	\$	674,790
77	Revenue	\$	99,931	\$	108,799	\$	99,350	\$	48,782	\$	99,350	\$	98,500
78	Taxes		52,779		53,543		53,000		17,157		53,000		53,000
79	Licenses and Permits		27,776		30,275		27,950		24,384		27,950		30,500
80	Charges for Service		17,105		24,981		18,400		7,240		18,400		15,000
81	Fines and Forfeitures		2,271		-		-		-		-		-
82	Expenses	\$	599,104	\$	656,402	\$	899,450	\$	498,731	\$	900,192	\$	773,290
83	Labor and Benefits	\$	347,488	\$	376,833	\$	550,389	\$	245,260	\$	550,389	\$	447,134
84	Full Time		259,744		287,014		407,478		184,917		407,478		347,679
85	Seasonal		3,663		-		-		-		-		-
86	Overtime		266		47		-		54		54		-
87	Benefits		78,487		86,915		141,491		59,651		141,437		98,031
88	Insurance		3,447		490		820		382		820		823
89	Other Compensation		1,881		2,367		600		256		600		601
90	Operating	\$	90,532	\$	122,113	\$	183,988	\$	116,174	\$	184,730	\$	200,734
91	Charges and Fees		329		357		300		232		300		300
92	Contract Services		51,765		102,870		94,600		102,062		102,062		166,955
93	Equipment		26,120		5,717		66,088		8,213		59,368		-
94	Operating Supplies		8,887		5,425		3,100		1,909		3,100		16,695
95	Professional Development		3,431		7,744		19,900		3,758		19,900		16,784
96	Interfund Charges	\$	161,084	\$	157,456	\$	165,073	\$	137,297	\$	165,073	\$	125,422
97	Facility		17,385		14,545		17,662		14,718		17,662		21,101
98	Information Technology		143,699		142,911		147,411		122,579		147,411		104,321
99	Total City Clerk Expenditures	\$	599,104	\$	656,402	\$	899,450	\$	498,731	\$	900,192	\$	773,290
100	Communications & Engagement			4				•				<b>.</b>	
101	100 General Fund	\$		\$	-	•		\$	101,118		101,118		723,284
102	Expenses	\$	-	\$	-	\$		\$	101,118		-	\$	723,284
103	Labor and Benefits	\$	-	\$	-	\$	-	\$	<b>99,824</b>	\$	<b>99,824</b>	>	434,292
104	Full Time		-		-		-		80,176		80,176		335,910
105	Benefits		-		-		-		19,087		19,087		96,381
106	Insurance Other Componentian		-		-		-		161		161		801
107	Other Compensation	ć	-	ć	-	÷	-	ć	400	ć	400	ć	1,200
108	Operating	\$	-	\$		\$	-	\$	1,160	\$	1,160	\$	160,600
109	Contract Services		-		-		-		847		847		126,100
110 111	Equipment										-		1,000 20,000
111 112	Grants and Contributions		-		-		-		- 212		-		
	Operating Supplies								313		313		1,000
113 114	Professional Development	\$	-	\$	-	\$	-	\$	- 134	\$	- 134	ć	12,500
114	Interfund Charges	Ş		Ş		Ş	-	Ş	154	ş	154	ې -	128,392
115	Facility Information Technology		-		-		-		- 134		- 134		29,542 98,850
TT0	mormation recimology		-		-		-	_	154		154		-
117	Total Communications & Engagement Expenditures	ć		\$		\$		\$	101,118	ć	101,118	ć	723,284



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	A	ctual YTD		Estimated	Re	commended
119	100 General Fund	\$	1,235,460	\$	1,421,824	\$	3,464,411	\$	1,850,035	\$	3,220,308	\$	6,071,757
120	Revenue	\$	254,764	\$	315,351	\$	208,050	\$	144,823	\$	208,050	\$	135,050
121	Charges for Service		254,764		285,351		208,050		144,823		208,050		135,050
122	Other		-		30,000		-		-		-		-
123	Expenses	\$	1,490,224	\$	1,737,175	\$	3,672,461	\$	1,994,858	\$	3,428,358	\$	6,206,807
124	Labor and Benefits	\$	980,669	\$	1,085,584	\$	2,095,977	\$	1,205,872	\$	2,096,874	\$	2,287,150
125	Full Time		742,474		790,216		1,496,120		883,407		1,496,120		1,623,121
126	Seasonal		146		45,756		104,924		35,556		104,924		54,080
127	Overtime		750		1,263		2,643		7,717		7,717		10,893
128	Benefits		214,370		236,894		485,212		274,525		481,035		577,998
129	Insurance		9,467		1,419		3,626		2,150		3,626		4,053
130	Other Compensation		13,462		10,036		3,452		2,517		3,452		17,005
131	Operating	\$	82,333	\$	227,584	\$	1,172,197	\$	454,017	\$	927,197	\$	3,548,501
132	Charges and Fees		7,621		9,490		8,200		5,279		8,200		8,000
133	Contract Services		52,934		187,833		1,032,500		363,522		787,500		590,500
134	Equipment		1,200		299		33,800		21,686		33,800		191,699
135	Grants and Contributions		430		2,555		20,000		8,801		20,000		2,599,350
136	Operating Supplies		10,929		13,267		9,800		7,570		9,800		33,600
137	Professional Development		7,731		14,140		64,897		47,161		64,897		123,852
138	Rent	÷	1,488		-	<i>~</i>	3,000	<i>.</i>	-	~	3,000	~	1,500
139	Interfund Charges	\$	,	\$	424,007	\$	404,287	\$	334,969	\$	404,287	\$	371,156
140	Facility		52,673		46,545		56,519		47,099		56,519		71,743
141	Information Technology		341,828		341,657		310,173		256,541		310,173		250,730
142	Liability Insurance		28,811		35,805		37,595		31,329		37,595		45,114
143	Fleet	~	3,910	ć	-	ć	-	<i>6</i>	-	ć	-	ć	3,569
144	104 CDBG Fund	\$		\$		\$	-	- T	328,811		44,305	\$	-
145	Revenue	\$	-	\$	642,223	Ş	469,557	\$	<b>63,859</b>	Ş	478,170	Ş	441,451
146 147	Intergovernmental	ć	717,326	\$	642,223	ć	469,557	ć	63,859	ć	478,170	\$	441,451
	Expenses	\$ \$	717,326	ې \$	-	\$ \$	469,557	\$	392,670		522,475		441,451
148 149	Operating Contract Services	Ş	326,035	Ş	-	Ş	289,198	\$	342,116	\$	342,116	\$	276,950
149	Grants and Contributions		325,999		44,750 533,042		-		-		-		276.050
150	Operating Supplies		325,999		533,042		289,198		342,116		342,116		276,950
151	Transfers Out	\$	<b>391,291</b>	\$	64,431	\$	180,359	\$	50,554	\$	180,359	\$	164,501
152	Transfers Out	Ş	391,291	Ş	64,431	Ş	180,359	Ş	50,554	ş	180,359	Ş	164,501
154	116 Affordable Housing Fund	\$	-	\$	-	\$	-	\$		\$	-	\$	1,063,000
155	Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,063,000
156	Taxes	Ŷ	_	Ŷ	_	Ŷ	_	Ŷ	_	Ŷ	_	Ŷ	1,063,000
157	201 Sales Tax CIP Fund	\$	41,885	\$	10,665	\$	-	\$	(19,960)	Ś	89,875	\$	70,000
157	Revenue	\$	37,500		(10,665)			\$	19,960		110,125		70,000
159	Intergovernmental	Ŷ	37,500	Ŷ	(10,665)	Ŷ	-	Ŷ	19,960	Ŷ	110,125	Ŷ	70,000
<b>160</b>	Expenses	\$	<b>79,385</b>	Ś		\$		\$		\$	200,000	Ś	140,000
161	Operating	\$	79,385		-	\$	-	\$	-		200,000		140,000
162	Contract Services	7	79,385	Ť	-	7	-	7	-	¥	200,000	7	
163	Equipment		-		-		-		-		-		140,000
164	Total Community Development Expenditures	Ś	2,286,935	\$	2,379,398	\$	4,142,018	\$	2,387,528	\$	4,150,833	\$	6,788,258
165	Finance		, , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,		, _,		, ,		,		,,
166	100 General Fund	\$	1,647,860	\$	1,591,623	\$	2,811,283	\$	1,774,122	\$	2,793,727	\$	2,781,801
167	Revenue	\$	270,398		322,605		337,500		228,379		337,500		330,550
168	Charges for Service		30,174		39,613		63,000		20,639		63,000		42,250
169	Intergovernmental		428		495						-		,
170	Fines and Forfeitures		239,796		282,497		274,500		207,740		274,500		288,300
171	Expenses	\$	1,918,258	\$	1,914,228	\$	3,148,783	\$	2,002,501	\$	3,131,227	\$	3,112,351
172	Labor and Benefits	\$	1,078,820	\$	1,241,160	\$	1,836,035	\$	1,195,451		1,837,067	\$	2,028,652
173	Full Time		700,860	Ċ	872,907		1,290,309		849,149		1,290,309		1,441,581
174	Seasonal		75,385		74,741		105,915		57,230		105,915		79,950
175	Overtime		-		-		4,233		283		4,233		2,500
			201 000		207 1 5 1						427,957		496,193
176	Benefits		281,008		287,151		427,957		282,195		427,937		+50,155



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End	_	2023
Ref #	By Classification		Actual		Actual		Adopted	1	Actual YTD		Estimated	Re	commended
178	Other Compensation		8,633		4,760		4,801		4,726		5,833		4,802
179	Operating	\$	252,213	\$	119,378	\$	258,086	\$	182,901	\$	239,498	\$	246,670
180	Charges and Fees		300		3,304		315		4,238		5,315		5,815
181	Contract Services		195,380		80,153		123,209		83,436		99,621		173,040
182	Equipment		35,748		11,327		70,700		61,169		70,700		7,000
183	Operating Supplies		13,398		15,896		23,005		16,673		23,005		20,790
184	Professional Development		7,237		8,573		39,357		17,385		39,357		39,525
185	Repairs		150		125		1,500		-		1,500		500
186	Interfund Charges	\$	587,225	\$	510,205	\$	749,662	Ş	624,149	\$	749,662	\$	837,029
187	Facility		78,120		81,461		89,325		74,438		89,325		140,438
188	Information Technology		509,105		428,744	4	660,337		549,711		660,337		696,591
189	Capital Outlay	\$	-	\$	43,485	\$	305,000	\$	-	\$	305,000	\$	-
190	Computer Systems		-	4	43,485		305,000	4	-		305,000		-
191	106 Lodgers Tax Increase Fund	\$	117,903	\$	(128,843)			\$	(61,437)			\$	-
192	Revenue	\$	1,072,214	Ş	1,888,840	Ş		\$	1,534,035	Ş		\$	2,412,969
193	Taxes		1,072,214		1,886,959		1,864,218		1,533,643		2,213,733		2,412,969
194	Interest	¢	1 100 117	¢	1,881	¢	1 064 310	¢	391	¢	2 262 565	¢	2 412 000
195 196	Expenses	\$ ¢	1,190,117 705,812	\$ \$	1,759,997 1,026,665	\$ \$	1,864,219 1,087,461	\$ ¢	1,472,598 675,685	\$ \$	2,363,565	\$ \$	2,412,969
	Operating	\$		Ş	1,026,665	Ş		>		Ş	1,378,746	Ş	1,407,565
197	Grants and Contributions	<i>.</i>	705,812 <b>484,305</b>	\$		ć	1,087,461	<i>.</i>	675,685	ć	1,378,746	\$	1,407,565
198 199	Transfers Out Transfers Out	\$	484,305	Ş	<b>733,332</b> 733,332	Ş	<b>776,758</b> 776,758	Ş	<b>796,913</b> 796,913	Ş	<b>984,819</b> 984,819	Ş	1,005,404 1,005,404
<b>200</b>		Ś	-	\$	3,674,225	\$		\$	-	Ś	5,494,792	\$	
	Total Finance Expenditures	Ş	3,108,375	Ş	3,074,225	Ş	5,013,002	Ş	3,475,099	Ş	5,494,792	Ş	5,525,320
	Fire	<i>.</i>	11 146 565	<i>.</i>	0 724 200	¢.	10 504 404	Ċ.	0 550 207	<i>.</i>	10 716 042	ć	11 205 205
202	100 General Fund	\$	11,146,565	\$	9,731,206	\$	10,504,194	\$		\$	10,716,842	\$	11,295,205
<b>203</b> 204	Revenue Licenses and Permits	\$		\$	10,009,042	Ş	10,338,550	Ş	7,303,164	Ş	10,125,932	\$	10,441,059
204			113,438		140,975		131,000		130,707		131,000		131,000
205	Charges for Service		7,389,124		8,749,831		9,581,227		6,397,465		9,365,395		9,682,351
206	Intergovernmental		605,626		1,113,697		625,823		772,378		628,423		626,708
207	Interest Other		1,698 1,300		1,919 2,620		500		2,000		614 500		1,000
208 209	Expenses	\$	<b>19,257,750</b>	\$	<b>19,740,249</b>	\$	20,842,744	\$	15,862,560	\$	<b>20,842,774</b>	\$	21,736,264
210	Labor and Benefits	\$	15,094,878	\$	14,838,506	\$		\$	11,721,883	\$	15,582,099	\$	16,230,391
211	Full Time	Ļ	9,920,571	Ş	9,470,337	Ŷ	9,837,464	Ŷ	7,158,499	Ŷ	9,837,464	Ŷ	10,592,921
211	Seasonal		19,214		18,101		62,445		21,606		62,445		80,954
212	Overtime		1,011,864		1,195,817		1,165,724		1,242,972		1,165,724		810,751
213	Benefits		3,248,038		3,196,076		3,451,930		2,533,245		3,451,930		3,563,400
215	Insurance		297,899		474,789		588,133		459,702		588,133		722,532
215	Other Compensation		89,280		85,051		54,413		20,302		59,253		34,833
217	Pensions		508,012		398,335		417,150		285,557		417,150		425,000
218	Operating	\$	1,224,595	\$	1,261,498	\$	1,893,889	\$	1,332,534	\$	1,881,463	\$	1,975,564
219	Charges and Fees	Ŷ	75,120	Ŷ	141,158	Ŷ	143,720	Ŷ	70,078	Ŷ	143,720	Ŷ	154,720
219	Contract Services		287,344		386,735		377,342		281,766		377,342		467,780
220	Equipment		380,215		29,325		538,554		355,010		538,554		283,621
221	Grants and Contributions				23		2,100		-		2,100		- 203,021
223	Operating Supplies		283,002		352,075		377,446		313,835		377,446		469,072
223	Professional Development		88,315		96,114		266,971		162,914		266,971		348,685
224	Repairs		31,565		46,389		32,740		39,292		39,292		43,740
225	Utilities		18,509		17,894		16,355		13,303		16,355		16,188
	Rent						2,812				2,812		2,812
227	nent		3,733		9,013		1,600		433		1,600		1,600
227 228	Fuel		3,733				8,000		6,178		8,000		8,000
228	Fuel System Maintenance		13 19/		/ 45 /		0,000		0,178		0,000		0,000
228 229	System Maintenance		13,194 43 598		7,452				<b>8</b> 0 72⊑		107 271		170 2/16
228 229 230	System Maintenance Uniforms and Gear	¢	43,598	¢	175,343	¢	126,249	ć	89,725 <b>2.808.143</b>	¢	107,271 <b>3.354.407</b>	¢	
228 229 230 <b>231</b>	System Maintenance Uniforms and Gear Interfund Charges	\$	43,598 <b>2,847,558</b>	\$	175,343 <b>2,835,836</b>	\$	126,249 <b>3,346,790</b>	\$	2,808,143	\$	3,354,407	\$	179,346 <b>3,530,309</b>
228 229 230 <b>231</b> 232	System Maintenance Uniforms and Gear Interfund Charges Facility	\$	43,598 <b>2,847,558</b> 228,335	\$	175,343 <b>2,835,836</b> 266,499	\$	126,249 <b>3,346,790</b> 268,082	\$	<b>2,808,143</b> 223,402	\$	<b>3,354,407</b> 268,082	\$	<b>3,530,309</b> 306,681
228 229 230 <b>231</b> 232 232	System Maintenance Uniforms and Gear Interfund Charges Facility Information Technology	\$	43,598 <b>2,847,558</b> 228,335 729,024	\$	175,343 <b>2,835,836</b> 266,499 783,344	\$	126,249 <b>3,346,790</b> 268,082 942,831	\$	<b>2,808,143</b> 223,402 776,526	\$	<b>3,354,407</b> 268,082 942,831	\$	<b>3,530,309</b> 306,681 1,235,627
228 229 230 <b>231</b> 232	System Maintenance Uniforms and Gear Interfund Charges Facility	\$	43,598 <b>2,847,558</b> 228,335	\$	175,343 <b>2,835,836</b> 266,499	\$	126,249 <b>3,346,790</b> 268,082	\$	<b>2,808,143</b> 223,402	\$	<b>3,354,407</b> 268,082	\$	<b>3,530,309</b> 306,681



Line	By Department							2022		
Item	By Fund		2020	2021	2022		2022	Year End		2023
Ref #	By Classification		Actual	 Actual	 Adopted	-	Actual YTD	 Estimated	Ree	commended
237	Comm Center		507,948	497,452	555,518		458,931	550,374		618,115
238	Departmental Services		5,089	5,129	-		-	-		-
239	Capital Outlay	\$	90,719	\$ 804,408	\$ 24,806	\$	-	\$ 24,806	\$	-
240	Capital Equipment		90,719	804,408	24,806		-	24,806		-
241	107 First Responder Tax Fund	\$	795,000	\$ 2,442,130	\$ 5,641,470	\$	4,067,645	\$ 7,727,726	\$	6,528,147
242	Revenue	\$	-	\$ -	\$ 1,750,804	\$	-	\$ 	\$	2,306,610
243	Intergovernmental		-	-	1,750,804		-	1,606,650		2,306,610
244	Expenses	\$	795,000	\$ 2,442,130	7,392,274			\$	\$	8,834,757
245	Labor and Benefits	\$	480,202	\$ 2,251,487	\$ 6,200,329	\$	3,263,451	\$ 6,201,149	\$	6,796,299
246	Full Time		346,096	1,436,465	4,184,711		2,322,637	4,184,711		4,657,220
247	Overtime		22,224	165,358	233,145		75,447	233,145		200,615
248	Benefits		104,379	481,661	1,550,393		734,472	1,547,296		1,629,795
249	Insurance		4,659	72,207	231,779		126,677	231,779		301,718
250	Other Compensation		2,844	95,796	301		4,218	4,218		6,951
251	Operating	\$	265,234	\$ 60,726	\$ 985,278	\$	631,832	\$ 1,207,037	\$	1,396,598
252	Contract Services		246	5,099	59,062		45,835	59,062		26,438
253	Equipment		162,269	13,669	590,753		219,836	349,809		1,251,047
254	Operating Supplies		47,244	13,047	30,994		48,697	48,697		12,766
255	Professional Development		38,899	4,547	56,842		9,150	56,842		7,966
256	Repairs		1,560	10,519	6,876		1,066	6,876		3,407
257	Utilities		486	4,673	3,000		2,460	3,000		9,324
258	Uniforms and Gear		14,530	9,172	237,751		304,788	682,751		85,650
259	Interfund Charges	\$	(26,110)	\$ 129,918	\$ 206,667	\$	172,363	\$ 206,667	\$	641,860
260	Facility		(26,110)	26,110	30,710		25,592	30,710		30,146
261	Information Technology		-	1,002	22,555		19,549	22,555		471,379
262	Fleet		-	102,806	133,187		110,989	133,187		122,936
263	Fuel Charges		-	-	20,215		16,233	20,215		17,399
264	Capital Outlay	\$	75,674	\$ -	\$ -	\$	-	\$ 1,719,523	\$	-
265	Capital Equipment		75,674	-	-		-	1,719,523		-
266	115 Public Safety Impact Fee Fund	\$	-	\$ -	\$ 340,307		181,327	340,307	\$	265,857
267	Revenue	\$	-	\$ -	\$ 340,307	\$	181,327	\$ 340,307	\$	265,857
268	Charges for Service		-	-	340,307		181,327	340,307		265,857
269	201 Sales Tax CIP Fund	\$		\$ 2,604,862	1,334,326	\$	6,004,231	10,937,436	\$	1,203,647
270	Revenue	\$		\$ 78,184	\$ -	\$	166,643	\$ 166,643	\$	-
271	Intergovernmental		23,085	78,184	-		166,643	166,643		-
272	Expenses	\$	4,782,139	\$	\$ 1,334,326	\$	6,170,874	\$ 11,104,078	\$	1,203,647
273	Operating	\$	,	\$ 4,564	\$ -	\$	3,744	\$ -	\$	-
274	Contract Services		8,976	2,087	-		-	-		-
275	Equipment		78,820	2,477	-		3,634	-		-
276	Operating Supplies		10,530	-	-		110	-		-
277	Repairs		(1,649)	-	-		-	-		-
278	Utilities		1,789	-	-		-	-		-
279	Capital Outlay	\$	4,683,673	\$ 2,678,481	\$ 1,334,325	\$	6,167,129	\$ 11,104,077	\$	1,203,646
280	Capital Equipment		-	690,486	589,325		116,270	589,325		588,646
281	Facilities		4,683,673	1,987,995	745,000		6,050,859	10,514,752		115,000
282	Land	_	-	-	-		-	-		500,000
283	Total Fire Expenditures	\$	24,834,890	\$ 24,865,424	\$ 29,569,344	\$	26,101,079	\$ 41,281,228	\$	31,774,668
284	General Services									
285	100 General Fund	\$	1,503,738	3,009,015	3,393,014			\$ 3,389,518	\$	3,750,796
286	Revenue	\$	197,092	\$ 190,225	\$ 140,000	\$	51,934	\$ 146,228	\$	65,000
287	Charges for Service		182,334	186,801	138,500		44,206	138,500		63,500
288	Capital Proceeds		14,758	3,424	1,500		7,728	7,728		1,500
289	Expenses	\$	1,700,830	\$ 3,199,240	\$ 	\$	1,947,777	\$ 3,535,746	\$	3,815,796
290	Labor and Benefits	\$	1,386,771	\$ 1,579,070	\$ 1,870,070	\$	1,420,445	\$ 1,872,730	\$	2,306,458
291	Full Time		986,026	1,149,791	1,339,510		993,471	1,327,430		1,592,465
292	Seasonal		12,635	6,175	-		1,611	1,611		-
293	Overtime		13,068	6,397	7,000		17,558	17,558		30,000
294	Benefits		323,909	350,891	442,784		342,642	442,784		572,445
295	Insurance		30,329	49,506	77,467		59,283	77,467		100,898



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End	_	2023
Ref #	By Classification		Actual	1	Actual		Adopted	4	Actual YTD	ł	Estimated	Re	commended
296	Other Compensation		20,804		16,310		3,309		5,880		5,880		10,650
297	Operating	\$	145,030	\$	390,248	\$	1,396,892	\$	260,690	\$	1,121,964	\$	1,032,430
298	Contract Services		4,026		193,388		300		11,244		11,244		400
299	Equipment		10,462		24,992		1,253,682		118,547		955,407		862,800
300	Grants and Contributions		-		-		-		-		-		12,500
301	Operating Supplies		101,126		109,601		108,500		92,598		108,500		105,250
302	Cost of Goods Sold		3,363		3,267		4,750		3,915		4,750		4,750
303	Professional Development		7,719		20,147		23,810		17,847		23,810		38,200
304	Repairs		14,867		888		1,500		2,221		2,221		1,500
305	System Maintenance		365		33,438		-		11,682		11,682		-
306	Uniforms and Gear	ć	3,102	ć	4,527	ć	4,350	ć	2,636	ć	4,350	ć	7,030
307	Interfund Charges	\$	119,478	\$	223,896	\$	266,052	\$	213,406	Ş	266,052	\$	476,908
308	Facility Information Technology		32,425		30,835		27,586		22,988		27,586		76,979
309 310			52,449		68,450		112,834		81,852 12,632		112,834		238,577
311	Liability Insurance Fleet		16,301		27,837 72,811		15,158		65,491		15,158 78,589		18,189 99,055
312	Fuel Charges		18,301		23,963		78,589 31,885		30,443		31,885		44,108
313	Capital Outlay	\$	49,551	\$	1,006,027	\$	51,005	\$	53,236	¢	275,000	\$	44,100
314	Capital Equipment	2	49,551	<del>ب</del>	1,000,027	ې	-	ş	33,230	Ŷ	275,000	Ŷ	-
315	Facilities		49,551		1,006,027				53,236		275,000		-
316	201 Sales Tax CIP Fund	\$	55,328	\$	(50,000)	Ś	400,000	\$		\$	1,651,438	\$	1,500,000
317	Revenue	\$	-	\$	50,000	\$	50,000	\$	740,845		850,000	\$	-
318	Intergovernmental	Ŷ	-	Ŷ	-	Ŷ		Ŷ	740,845	Ŷ	800,000	Ŷ	-
319	Other		-		50,000		50,000		-		50,000		-
320	Expenses	\$	55,328	\$	-	\$	450,000	\$	2,084,445	\$	2,501,438	\$	1,500,000
321	Operating	\$		\$	-	\$	-	\$	1,438	\$	1,438	\$	_,,
322	Charges and Fees		-	Ŧ	-	Ŧ	-	Ŧ	1,334	Ŧ	1,334	Ŧ	_
323	Utilities		-		-		-		104		104		_
324	Capital Outlay	\$	55,328	\$	-	\$	450,000	\$	2,083,008	\$	2,500,000	\$	1,500,000
325	Facilities		55,328		-		450,000		2,083,008		2,500,000		1,500,000
326	302 Solid Waste Removal Fund	\$	(146,148)	\$	(585,512)	\$	(219,676)	\$	(251,715)	\$	21,119	\$	913,886
327	Revenue	\$	4,803,574	\$	5,087,750	\$	5,088,404	\$	4,097,918	\$	5,232,459	\$	5,445,868
328	Charges for Service		4,785,582		5,076,318		5,080,000		4,052,519		5,180,000		5,321,862
329	Intergovernmental		-		-		-		33,721		33,721		89,600
330	Interest		17,992		11,432		8,404		11,678		18,738		34,406
331	Expenses	\$	4,657,426	\$	4,502,238	\$	4,868,728	\$	3,846,203	\$	5,253,578	\$	6,359,754
332	Labor and Benefits	\$	1,049,721	\$	1,104,722	\$	1,275,625	\$	1,268,555	\$	1,598,168	\$	2,286,694
333	Full Time		720,538		729,157		835,778		873,978		1,058,603		1,541,572
334	Seasonal		-		-		30,000		10,119		36,518		3,400
335	Overtime		19,438		11,630		9,759		3,938		9,759		13,377
336	Benefits		274,459		275,139		321,736		298,017		394,145		554,199
337	Insurance		33,527		60,518		78,043		82,390		98,834		174,146
338	Other Compensation		1,759		28,278		309		113		309		-
339	Operating	\$	1,561,772	\$	1,672,685	\$	1,825,245	\$	762,902	\$	1,491,029	\$	1,906,183
340	Charges and Fees		707,661		775,431		840,300		523,955		840,300		911,726
341	Contract Services		785,821		802,677		829,820		112,298		450,030		113,584
342	Equipment		47,034		72,580		120,000		47,740		120,000		488,700
343	Equipment Maintenance		-		-		-		629		629		10,500
344	Operating Supplies		4,053		5,457		10,075		50,518		50,518		316,408
345	Professional Development		556		-		5,000		6,212		7,505		12,500
346	Repairs		15,605		13,972		17,050		17,964		17,964		43,250
347	Uniforms and Gear		1,042		2,568		3,000		3,586	,	4,083		9,515
348	Interfund Charges	\$	1,678,119	\$	1,425,222	\$	1,515,858	\$	1,205,109	\$	1,522,744	\$	1,846,877
349	Administrative Overhead		344,258		352,005		365,505		274,129		365,505		401,720
350	Facility		20,462		10,713		19,376		16,147		19,376		22,706
351	Information Technology		24,369		27,237		28,733		24,064		28,733		244,446
352	Liability Insurance		44,927		36,921		38,767		32,306		38,767		46,520
353	Fleet		881,147	-	649,234		710,821		592,351		710,821		751,776
354	Fuel Charges		128,941		104,113		104,125		79,714		111,011		127,335



Line	By Department										2022		
Item	By Fund		2020		2021		2022	_	2022		Year End		2023
lef #	By Classification		Actual		Actual		Adopted	A	ctual YTD		stimated	Ree	commended
355	Utility Services		234,015		244,999		248,531		186,398		248,531		252,374
356	Capital Outlay	\$	76,725	\$	-	\$	32,000	\$	389,637	\$	421,637	\$	100,000
357	Capital Equipment		76,725		-		-		-		-		-
358	Facilities		-		-		32,000		389,637		421,637		100,000
359	Debt Service	\$	96,991	\$	99,610	\$	-	\$	-	\$	-	\$	-
360	Principal		96,991		99,610		-		-		-		-
361	Transfers Out	\$	194,098	\$	200,000	\$	220,000	\$	220,000	\$	220,000	\$	220,000
362	Transfers Out		194,098		200,000		220,000		220,000		220,000		220,000
363	303 Grand Junction Convention Center Fund	\$	33,185	\$	35,597			\$	193,927		22,738	\$	
364	Revenue	\$	591,152	\$	313,795	\$	431,761	\$	228,364	\$	431,761	\$	452,884
365	Charges for Service		145		2,096		25,000		732		25,000		25,000
366	Intergovernmental		391,007		111,699		206,761		127,632		206,761		227,884
367	Transfers In		200,000		200,000		200,000		100,000		200,000		200,000
368	Expenses	\$	624,337	\$	349,392	\$	431,761	\$	422,291	\$	454,499	\$	452,884
369	Operating	\$	318,741	\$	185,351	\$	225,000	\$	249,990	\$	249,990	\$	225,600
370	Charges and Fees		600		100		-		560		560		600
371	Contract Services		265,134		183,960		225,000		226,692		226,692		225,000
372	Cost of Goods Sold		-		-		-		22,739		22,739		
373	Equipment		53,007		-		-		-		-		
374	Repairs		-		1,291		-		-		-		-
375	Interfund Charges	\$	178,358	\$	164,041	\$	206,761	\$	172,301	\$	204,509	\$	227,284
376	Facility		132,469		158,469		185,874		154,895		183,622		221,532
377	Liability Insurance		13,814		(0)		14,758		12,298		14,758		
378	Fleet		7,173		5,572		6,129		5,108		6,129		5,752
379	Departmental Services		24,901		-		-		-		-		
380	Capital Outlay	\$	127,237	\$	-	\$	_	\$	-	\$	_	\$	
381	Facilities		127,237	-	-	•	-	T	-	•	-		
382	305 Golf Courses Fund	\$	(131,829)	Ś	(271,636)	Ś	(64,825)	Ś	(209,764)	Ś	(68,206)	Ś	40,968
383	Revenue	Ś	2,255,007		2,412,861		2,419,870	\$	2,018,955		2,424,389	Ś	2,628,728
384	Charges for Service		2,120,337	-	2,274,395	Ŧ	2,281,150	Ŧ	1,944,651	Ŧ	2,281,150		2,483,710
385	Interest		1,690		3,490				2,817		4,519		10,618
386	Other		12,980		14,976		18,720		11,487		18,720		14,400
387	Transfers in		120,000		120,000		120,000		60,000		120,000		120,000
388	Expenses	\$	2,123,178	\$	2,141,225	\$	2,355,045	\$	1,809,191	¢	2,356,183	\$	2,669,696
389	Labor and Benefits	\$	871,908	\$	877,861		863,125	\$	713,257		864,263	\$	974,596
390	Full Time	Y	406,597	Ŷ	407,811	Ŷ	402,900	Ŷ	307,563	Ŷ	402,900	Ψ	469,600
391	Seasonal		269,130		280,755		279,868		254,265		274,100		292,207
392	Overtime		1,591		447		1,990		346		1,990		1,999
392 393	Benefits		160,987		167,775		168,029		134,197		168,029		194,055
393 394			20,583		13,238		9,133		16,039		168,029		194,055
	Insurance Other Commence												
395 <b>396</b>	Other Compensation Operating	\$	13,020 681,265	ć	7,836 693,552	ć	1,205 <b>806,640</b>	ć	846 <b>618,769</b>	ć	1,205 <b>806,640</b>	ć	1,053 <b>876,106</b>
		Ş		ş	-	Ş		Ş	-	Ş		Ş	
397	Charges and Fees		69,581		71,166		82,800		60,508		82,800		88,100
398	Contract Services		5,267		16,817		8,935		19,320		8,935		21,541
399	Equipment		115,587		115,071		166,775		113,350		166,775		176,775
400	Operating Supplies		32,535		39,106		28,850		39,773		28,850		31,925
401	Cost of Goods Sold		308,227		304,162		341,000		250,021		341,000		343,100
402	Professional Development		3,756		3,954		6,015		2,840		6,015		6,650
403	Repairs		8,509		34,198		29,250		18,518		29,250		31,750
404	Utilities		43,424		50,357		52,140		43,784		52,140		50,390
405	Rent		-		-		250		-		250		250
406	Equipment Maintenance		10,335		9,001		12,125		5,826		12,125		12,625
407	System Maintenance		82,638		49,720		77,500		64,023		77,500		111,750
408	Uniforms and Gear		1,406		-		1,000		808		1,000		1,250
409	Interfund Charges	\$	482,207	\$	482,015	\$	597,482	\$	477,164	\$	597,482	\$	731,19
410	Administrative Overhead		125,252		146,554		170,240		127,680		170,240		188,154
411	Facility		67,883		47,943		78,760		65,633		78,760		100,707
	Information Technology		60 450		77 (70)		77,639		64,347		77,639		120,518
412	mormation recinology		68,458		77,679		11,039		04,547		11,059		120,010



Line	By Department										2022		
tem	By Fund		2020		2021		2022		2022		Year End	_	2023
ef #	By Classification	A	ctual		Actual	_	Adopted	4	Actual YTD		stimated	Ree	commende
414	Fleet		176,008		172,908		229,743		191,453		229,743		269,03
115	Fuel Charges		18,412		14,577		17,630		8,493		17,630		24,62
16	Departmental Services		4,226		-		-		-		-		
17	Debt Service	\$	87,797	\$	87,797	\$		\$	-	\$	87,798	\$	87,79
18	Interest Expense		13,263		11,010		9,859		-		9,859		8,69
119	Principal		74,534		76,787		77,939		-		77,939		79,10
420	308 Parking Authority Fund	\$	(96,918)	\$	(192,675)	\$	(199,153)	\$	(277,635)	\$	(215,025)	\$	(154,78
121	Revenue	\$	591,511	\$	723,316	\$	751,149	\$	546,056	\$	767,212	\$	789,19
422	Charges for Service		383,768		466,252		500,150		360,510		500,150		479,63
423	Fines and Forfeitures		143,700		190,558		190,000		110,574		190,000		220,00
424	Interest		8,814		4,990		4,149		3,457		5,547		13,22
425	Other		55,230		61,515		56,850		71,515		71,515		76,34
426	Expenses	\$	,	\$	530,641	\$	551,996	\$	268,421		552,187	\$	634,40
127	Labor and Benefits	\$	94,284	\$	98,244	\$	79,155	\$	64,460	\$	79,155	\$	156,22
128	Full Time		60,836		63,578		46,842		40,538		46,842		102,06
129	Benefits		28,144		31,284		29,931		22,162		29,931		51,36
130	Insurance		3,607		1,654		1,930		1,494		1,930		2,49
431	Other Compensation		1,697		1,729		452		266		452		30
432	Operating	\$	92,594	\$	108,737	\$	151,499	\$	132,369	\$	140,703	\$	159,50
433	Charges and Fees		64,739		78,405		88,500		56,393		50,919		80,00
134	Contract Services		4,391		7,686		22,649		49,434		49,434		17,50
435	Equipment		1,757		3,325		20,000		19,274		20,000		40,00
436	Operating Supplies		109		1,578		5,450		95		5,450		5,80
137	Professional Development		-		-		-		-		-		1,50
138	Repairs		21,590		17,701		14,500		7,172		14,500		14,50
139	Uniforms and Gear		8		42		400		-		400		20
440	Interfund Charges	\$	89,340	\$	79,893	\$	78,114	\$	71,593	\$	89,101	\$	74,91
141	Administrative Overhead		55,541		53,996		55,658		41,744		55,658		58,87
442	Facility		11,527		10,649		12,567		10,473		12,567		9,95
443	Information Technology		7,014		9,609		3,092		2,577		3,092		
444	Liability Insurance		9,625		432		453		10,865		10,865		54
445	Fleet		5,190		4,508		5,904		4,920		5,904		4,92
446	Fuel Charges		443		699		440		1,015		1,015		61
447	Debt Service	\$	218,375	\$	243,767	\$	243,228	\$	-	\$		\$	243,76
448	Interest Expense		27,269		27,372		20,832		-		20,832		20,83
449	Principal		191,106		216,395		222,396		-		222,396		222,93
450	402 Fleet and Equipment Fund		1,916,852)		247,196		875,339	\$	(2,295,062)		755,409	\$	1,265,71
451	Revenue	\$		\$	6,857,592	\$	8,121,796	\$	6,900,954	\$	8,126,023	\$	7,817,31
152	Charges for Service		949,872		1,028,231		942,635		692,729		942,635		950,60
453	Interfund Revenue		6,274,471		5,620,574		7,031,098		5,919,069		7,031,098		6,634,34
454	Capital Proceeds		59,680		125,620		50,000		224,429		50,000		100,00
455	Interest		41,492		28,632		27,500		19,773		31,727		50,78
456	Transfers In		209,088		54,535		70,563		44,954		70,563		81,58
457	Expenses		5,617,752		7,104,787		8,997,135		4,605,892		8,881,432		9,083,02
458	Labor and Benefits	\$	1,141,670	Ş	1,322,137	\$	1,443,947	Ş	1,079,851	Ş	1,443,947	Ş	1,654,50
459	Full Time		824,042		932,650		996,322		745,181		996,322		1,128,73
460	Overtime		13,187		2,590		21,176		9,107		21,176		20,05
461	Benefits		279,009		355,375		390,352		298,208		390,352		450,62
162	Insurance		21,654		27,804		35,044		26,544		35,044		46,20
63	Other Compensation		3,777	4	3,718		1,053		811	4	1,053	*	8,88
64	Operating	\$	2,012,766	\$	2,475,684	\$	2,446,698	\$	2,106,500	Ş	2,446,698	\$	2,810,91
65	Charges and Fees		489		410		750		342		750		75
-66	Contract Services		49,976		45,754		25,380		20,171		25,380		28,80
67	Equipment		53,854		68,068		-		-		-		3,20
68	Equipment Maintenance		1,057,333		1,127,541		1,133,000		954,332		1,133,000		1,137,00
69	Operating Supplies		23,664		26,723		34,652		32,343		34,652		39,00
170	Professional Development		6,090		10,283		18,425		22,829		18,425		18,42
471	Repairs		169,598		257,760		230,000		149,569		230,000		225,50
172	Utilities		619		781		850		538		850		85



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Re	commended
473	Uniforms and Gear		105		397		750		293		750		1,000
474	Fuel		651,040		937,967		1,002,891		926,081		1,002,891		1,356,386
475	Interfund Charges	\$	324,487	\$	265,271	\$	256,490	\$	298,235	\$	340,787	\$	323,620
476	Facility		83,488		77,229		73,624		61,353		73,624		53,913
477	Information Technology		50,757		78,548		99,770		83,010		99,770		187,597
478	Liability Insurance		49,571		50,439		52,960		44,133		52,960		63,552
479	Fleet		13,832		18,562		27,646		23,038		27,646		15,009
480	Fuel Charges		1,782		3,125		2,490		2,403		2,490		3,549
481	Departmental Services		125,057		37,369		-		84,297		84,297		-
482	Capital Outlay	\$	2,138,829	\$	3,041,695	\$	4,650,000	\$	1,121,307	\$	4,650,000	\$	4,293,987
483	Capital Equipment		2,138,829		3,041,695		4,650,000		1,121,307		4,650,000		4,293,987
484	Contingency	\$	-	\$	-	\$	200,000	\$	-	\$	-	\$	-
485	Contingency		-		-		200,000		-		-		-
486	406 Facilities Management Fund	\$	110,655	\$	108,409	\$	18,327	\$	(501,914)	\$	13,129	\$	(1)
487	Revenue	\$	2,745,754	\$	2,838,540	\$	3,109,607	\$	2,595,516	\$	3,112,373	\$	3,736,807
488	Charges for Service		161		6,346		-		2,530		2,530		-
489	Interfund Revenue		2,720,409		2,813,621		3,091,847		2,576,539		3,091,847		3,718,698
490	Interest		-		578		-		147		236		349
491	Other		25,184		17,996		17,760		16,300		17,760		17,760
492	Expenses	\$	2,856,409	\$	2,946,949	\$	3,127,934	\$	2,093,602	\$	3,125,501	\$	3,736,806
493	Labor and Benefits	\$	510,755	\$	596,870	\$	676,409	\$	469,001	\$	676,962	\$	874,390
494	Full Time		348,503		402,516		481,666		334,946	\$	481,666		617,883
495	Seasonal		4,043		-		-		553		553		-
496	Overtime		4,500		4,864		2,821		536		2,821		4,942
497	Benefits		136,434		161,982		170,640		117,827		170,640		221,135
498	Insurance		11,348		24,320		20,696		14,844		20,696		30,430
499	Other Compensation		5,925		3,188		586		294		586		-
500	Operating	\$	2,159,806	\$	2,111,186	\$	2,248,927	\$	1,454,760	\$	2,245,941	\$	2,554,249
501	Contract Services	Ŧ	300,441	Ŧ	210,650	Ŧ	306,400	-	244,771	Ŧ	288,860	- <b>T</b>	264,355
502	Equipment		973		841	-	8,750		869		8,750		1,750
502	Operating Supplies		21,951		27,000		30,550		22,428		30,550		31,700
504	Professional Development		2,394		267		2,500		666		2,500		2,500
505	Repairs		34,560		22,047		18,100		32,654		32,654		29,486
505	Utilities		1,799,032		1,849,915	-	1,880,103		1,152,050		1,880,103		2,223,808
507	Uniforms and Gear		455		466		650		553		650		650
508	Rent		455				1,874		769		1,874		050
509	Interfund Charges	\$	185,849	\$	238,893	\$	202,598	\$	169,841	ć	202,598	Ś	308,167
510	Facility	Ş	18,583	Ŷ	22,808	Ŷ	29,692	Ļ	24,743	Ŷ	29,692	7	46,351
510	Information Technology		51,211		59,221		67,353		55,987		67,353		136,230
	67				85,679		89,962				89,962		107,954
512	Liability Insurance Fleet		84,205			-			74,968				
513	Fleet Fuel Charges		14,994		15,198	-	13,811		11,509		13,811		13,911
514 515			1,547		3,539	-	1,780		2,633		1,780		3,721
515 516	Departmental Services Total General Services Expenditures	÷.	15,309	\$	52,448	<i>.</i>	24,315,613	÷	17,077,823	÷.	26,660,565	\$	28,252,373
		Ş	18,129,854	Ş	20,774,472	Ş	24,315,613	\$	17,077,823	\$	26,660,565	Ş	28,252,373
	Human Resources	4	4 595 65 5		4 682 243	4	0.700.000		4 800 000		0.004.004		0.000.000
518	100 General Fund	\$		\$	1,657,741		2,790,660	\$	1,536,659		2,251,880	\$	3,020,228
519	Expenses	\$	1,537,254	\$	1,657,741		2,790,660	\$	1,536,659	\$	2,251,880	\$	3,020,228
520	Labor and Benefits	\$	908,067	Ş	942,928	\$		Ş	902,304	\$	1,462,962	\$	2,042,088
521	Full Time		583,503		631,180		682,014		577,968		682,014		850,282
522	Seasonal		100,255		98,880		297,002		120,820		296,923		357,000
523	Overtime		-		353		-		79		79		-
524	Benefits		161,688		187,854		229,987		185,891		229,987		303,972
525	Insurance		26,461		1,972		126,970		1,994		126,970		127,873
526	Other Compensation		34,144		20,778		145,770		14,782		106,829		400,855
527	Pensions		2,016		1,911		20,160		770		20,160		2,106
528	Operating	\$	303,775	\$	382,693	\$	949,810	\$	353,302	\$	449,970	\$	644,278
529	Contract Services		148,654		151,209		678,810		204,297		178,810		234,414
530	Equipment		9,967		18,910		15,500		21,218		21,218		51,644
	Operating Supplies		94,342		100,325		164,300		99,750				166,150



	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Re	ecommended
532	Professional Development		50,805		52,999		91,200		28,037		91,200		192,070
533	Insurance and Claims		-		59,250		-		-		-		-
534	Interfund Charges	\$	325,412	\$	332,120	\$	338,947	\$	281,053	\$	338,947	\$	333,862
535	Facility		36,102		32,000		39,486		32,905		39,486		47,177
536	Information Technology		285,583		296,328		295,290		244,672		295,290		281,680
537	Liability Insurance		3,727		3,792		4,171		3,476		4,171		5,005
538	404 Insurance Fund		15,580,296	\$	15,049,865	\$	15,886,875	\$	13,384,637	\$	15,900,024	\$	17,883,445
539	Revenue	\$		\$	• •	\$	15,886,875	\$		\$	15,900,024	\$	17,883,445
540	Charges for Service		6,297		4,507		2,500		5,791		5,791		2,500
541	Intergovernmental		-		-		-		-		-		175,000
542	Interfund Revenue		13,396,287		14,468,713		15,402,681		12,931,966		15,402,681		17,251,218
543	Interest		33,537		23,634		15,194		15,613		25,052		58,534
544	Other		703,166		553,010		466,500		431,267		466,500		396,193
545	Transfers In		1,441,009		-		-		-		-		-
546	Expenses		13,513,350	\$	15,423,421	\$	16,231,613	\$	8,904,176	\$	16,231,613	\$	18,655,474
547	Labor and Benefits	\$	711,394	\$	1,416,925	\$	1,662,241	\$	1,084,682	\$	1,662,241	\$	1,548,599
548	Full Time		101,167		130,356		278,119		173,458		278,119		243,112
549	Seasonal		60		7,639		-		880		-		-
550	Benefits		603,707		1,276,908		1,303,112		885,059		1,303,112		1,204,004
551	Insurance		4,435		530		559		360		559		581
552	Other Compensation		2,026		1,492		80,451		24,926		80,451		100,902
553	Operating	\$	12,783,417	\$	13,996,337	\$	13,940,995	\$	7,794,837	\$	13,940,995	\$	16,582,248
554	Contract Services		672,708		684,988		694,189		477,671		694,189		798,175
555	Charges and Fees		-		4,954		-		-		-		4,954
556	Equipment		-		-		3,800		-		3,800		-
557	Insurance and Claims		12,112,641		13,296,870		13,212,486		7,299,297		13,212,486		15,627,199
558	Operating Supplies		(2,241)		(3,963)		24,750		14,316		24,750		143,320
559	Professional Development		308		7,487		5,770		3,553		5,770		8,600
560	Repairs		-		6,000		-		-		-		-
561	Interfund Charges	\$	18,538	\$	10,160	\$	28,377	\$	24,657	\$	28,377	\$	24,627
562	Information Technology		18,538		10,160		28,377		24,657		28,377		24,627
563	Contingency	\$	-	\$	-	\$	600,000	\$	-	\$	600,000	\$	500,000
564	Contingency		-		-	<u> </u>	600,000	_	-		600,000	_	500,000
565	Total Human Resources Expenditures					\$	19,022,273	\$	10,440,835	\$	18,483,493	\$	21,675,702
	Total Human Resources Expenditures	Ş	15,050,604	\$	17,081,162					· ·			
	Information Technology						040.050	ć	744 554		4 202 724	<i>.</i>	024.020
567	Information Technology 401 Information Technology Fund	\$	(237,124)	\$	(128,070)	\$		\$		\$		\$	931,928
567 568	Information Technology 401 Information Technology Fund Revenue		(237,124) 7,587,918	\$	(128,070) 7,642,721	\$	9,174,098		744,551 7,213,369	\$	8,892,125	\$ \$	10,460,519
<b>567</b> <b>568</b> 569	Information Technology 401 Information Technology Fund Revenue Charges for Service	\$	(237,124) 7,587,918 76,535	\$	(128,070) 7,642,721 111,077	\$	<b>9,174,098</b> 152,480		7,213,369	\$	<b>8,892,125</b> 152,480		<b>10,460,519</b> 110,105
<b>567</b> <b>568</b> 569 570	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue	\$	(237,124) 7,587,918 76,535 7,478,212	\$	(128,070) 7,642,721 111,077 7,514,835	\$	<b>9,174,098</b> 152,480 9,004,618		<b>7,213,369</b> 7,202,125	\$	<b>8,892,125</b> 152,480 8,721,604		<b>10,460,519</b> 110,105 10,323,210
<b>567</b> <b>568</b> 569 570 571	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest	\$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171	\$	(128,070) 7,642,721 111,077 7,514,835 16,809	\$ \$	<b>9,174,098</b> 152,480 9,004,618 17,000	\$	<b>7,213,369</b> 7,202,125 11,244	\$	<b>8,892,125</b> 152,480 8,721,604 18,041	\$	<b>10,460,519</b> 110,105 10,323,210 27,204
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses	\$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795	\$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651	\$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951	\$ \$	7,213,369 7,202,125 11,244 7,957,920	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859	\$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits	\$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028	\$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634	\$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376	\$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094	\$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767
<ul> <li>567</li> <li>568</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time	\$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343	\$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268	\$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704	\$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704	\$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits	\$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555	\$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376	\$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811	\$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811	\$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits Insurance	\$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452	\$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423	\$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659	\$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659	\$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits Insurance Other Compensation	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920	\$ \$ \$	<b>10,460,519</b> 110,105 10,323,210 27,204 <b>11,392,447</b> <b>3,198,767</b> 2,351,498 773,167 5,727 68,375
<ul> <li>567</li> <li>568</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> <li>577</li> <li>578</li> <li>578</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits Insurance Other Compensation Operating	\$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369
<ul> <li>567</li> <li>568</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> <li>578</li> <li>579</li> <li>579</li> <li>579</li> </ul>	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits Insurance Other Compensation Operating Contract Services	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335
<b>567</b> 569 570 571 <b>572</b> <b>573</b> 574 575 576 577 <b>578</b> 579 579	Information Technology 401 Information Technology Fund Revenue Charges for Service Interfund Revenue Interest Expenses Labor and Benefits Full Time Benefits Insurance Other Compensation Operating Contract Services Equipment	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882
<ul> <li>567</li> <li>569</li> <li>570</li> <li>571</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> <li>578</li> <li>579</li> <li>580</li> <li>581</li> </ul>	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000
567           568           569           570           571           572           573           574           575           576           577           578           579           580           581           582	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882
<ul> <li>567</li> <li>568</li> <li>569</li> <li>570</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> <li>578</li> <li>579</li> <li>580</li> <li>581</li> <li>582</li> <li>583</li> </ul>	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683 25,887	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000 85,000	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218 42,663	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000 85,000	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000
<b>567</b> 568 569 570 <b>571</b> <b>572</b> <b>573</b> 574 575 576 577 <b>578</b> 579 580 581 582 583 584	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs         Utilities	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683	\$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488 585,216	\$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000	\$ \$ \$	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218	\$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000	\$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000
<b>567</b> 568 569 570 <b>571</b> <b>572</b> <b>573</b> 574 575 577 <b>578</b> 579 580 581 582 583 584 585	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs         Utilities         System Maintenance	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683 25,887 - 441,403	\$ \$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488 585,216 109	\$ \$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000 85,000 - 311,880	\$ \$ \$ \$ 	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218 42,663 - 369,356	\$ \$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000 85,000 - 311,880	\$ \$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000
<b>567</b> <b>568</b> 550 571 <b>572</b> <b>573</b> 573 576 577 <b>578</b> 577 <b>578</b> 580 581 582 583 584 585 <b>586</b>	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs         Utilities         System Maintenance         Interfund Charges	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683 25,887 - - 441,403	\$ \$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488 585,216 109 261,930	\$ \$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000 85,000 - 311,880 - 613,625	\$ \$ \$ \$ 	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218 42,663 - 369,356 - 253,970	\$ \$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000 85,000 - 311,880 - 613,625	\$ \$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000 551,152
567           568           569           570           571           572           573           574           575           576           577           578           579           580           581           582           583           584           585           586           587	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interst         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs         Utilities         System Maintenance         Interfund Charges	\$ \$ \$ \$	(237,124) 7,587,918 7,6535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683 25,887 - - 441,403 - - 255,965 64,943	\$ \$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488 585,216 109 261,930 66,909	\$ \$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000 85,000 - 3311,880 - 613,625 81,247	\$ \$ \$ \$ 	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218 42,663 - 369,356 - 253,970 67,706	\$ \$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000 85,000 - - 311,880 - - 613,625 81,247	\$ \$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000 
<ul> <li>567</li> <li>568</li> <li>570</li> <li>571</li> <li>572</li> <li>573</li> <li>574</li> <li>575</li> <li>576</li> <li>577</li> <li>580</li> <li>581</li> <li>582</li> <li>583</li> <li>584</li> <li>585</li> <li>586</li> </ul>	Information Technology         401 Information Technology Fund         Revenue         Charges for Service         Interfund Revenue         Interest         Expenses         Labor and Benefits         Full Time         Benefits         Insurance         Other Compensation         Operating         Contract Services         Equipment         Operating Supplies         Professional Development         Repairs         Utilities         System Maintenance         Interfund Charges	\$ \$ \$ \$	(237,124) 7,587,918 76,535 7,478,212 33,171 7,350,795 2,604,028 1,899,343 613,555 25,452 65,678 4,075,225 2,872,456 689,796 45,683 25,887 - - 441,403	\$ \$ \$ \$ \$	(128,070) 7,642,721 111,077 7,514,835 16,809 7,514,651 2,682,634 1,998,268 649,376 3,423 31,567 4,203,663 2,860,479 684,844 19,257 53,268 488 585,216 109 261,930	\$ \$ \$ \$ \$	9,174,098 152,480 9,004,618 17,000 10,014,951 3,108,376 2,320,704 781,811 4,659 1,202 5,492,950 4,033,994 1,024,076 38,000 85,000 - 311,880 - 613,625	\$ \$ \$ \$ 	7,213,369 7,202,125 11,244 7,957,920 2,269,639 1,632,941 554,007 3,513 79,178 5,214,787 3,818,396 951,154 33,218 42,663 - 369,356 - 253,970	\$ \$ \$ \$	8,892,125 152,480 8,721,604 18,041 10,174,859 3,112,094 2,320,704 781,811 4,659 4,920 5,842,950 4,033,994 1,374,076 38,000 85,000 - 311,880 - 613,625	\$ \$ \$ \$	10,460,519 110,105 10,323,210 27,204 11,392,447 3,198,767 2,351,498 773,167 5,727 68,375 6,755,369 4,756,335 1,325,882 35,000 87,000 551,152



Line	By Department										2022		
Item	By Fund		2020 A stual		2021		2022		2022		Year End	_	2023
Ref #	By Classification		Actual	1	Actual	1	Adopted	A	ctual YTD		Estimated	Re	commended
591	Fuel Charges		42		174		240		370		240		302
592	Capital Outlay	\$	415,577	\$	366,424	\$	800,000	\$	219,524	\$	606,190	\$	1,250,000
593	Capital Equipment		203,360		34,120		800,000		219,524		606,190		1,250,000
594	Computer Systems		212,217		332,304		-		-		-		-
595	201 Sales Tax CIP Fund	\$	1,009,385	\$	2,352,604	\$	2,229,515	\$	2,070,780	\$	2,549,639	\$	2,912,311
596	Revenue	\$	-	\$	-	\$	-	\$	-	\$	-	\$	250,000
597	Intergovernmental	~	-	ć	-	ć	-	ć	-	÷	-	~	250,000
598	Expenses	\$	-	\$	-	\$	-	\$	-	Ŧ	-	\$ \$	500,000
<b>599</b> 600	Capital Outlay Capital Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	Ş	<b>500,000</b> 500,000
600	Total Information Technology Fund Expenditures	ć	7,350,795	\$	7,514,651	\$	10,014,951	\$	7,957,920	\$	10,174,859	\$	11,892,447
	Parks Recreation and Recreation	Ş	7,550,795	Ş	7,514,051	Ş	10,014,951	Ş	7,957,920	Ş	10,174,859	Ş	11,092,447
603	100 General Fund	\$	7,553,969	\$	7,587,606	\$	9,222,622	\$	6,989,072	\$	8,848,160	\$	10,082,228
604	Revenue	\$	1,009,385		2,352,604		2,229,515		2,070,780		2,549,639	\$	3,162,311
605	Licenses and Permits	Ŷ	2,045	Ŷ	1,500	Ŷ	1,600	Ŷ	1,050	Ŷ	1,600	Ŷ	1,200
606	Charges for Service		835,388		1,849,213		1,831,369		1,719,314		2,161,369		2,863,243
607	Intergovernmental		157,069		354,201		371,671		333,439		361,795		2,803,243
608	Other		14,883		147,690		24,875		16,977		24,875		26,125
609	Expenses	\$	8,563,354	\$	9,940,210	\$	11,452,137	\$	9,059,852	\$	11,397,799	\$	13,244,539
610	Labor and Benefits	\$	5,208,350	\$	5,796,411	\$	6,834,075	\$	5,245,923	\$	6,713,328	\$	7,826,468
611	Full Time		2,711,881		2,878,182		3,442,319		2,445,083		3,313,319	•	3,857,337
612	Seasonal		1,166,957		1,375,840		1,622,772		1,425,495		1,622,772		2,046,590
613	Overtime		33,743		62,590		65,805		76,604		76,604		59,444
614	Benefits		1,121,650		1,183,615		1,454,652		1,040,270		1,427,110		1,509,723
615	Insurance		128,949		217,333		207,121		192,069		207,121		313,711
616	Other Compensation		45,170		78,851		41,406		66,402		66,402		39,663
617	Operating	\$	1,579,890	\$	2,189,746	\$	2,483,085	\$	2,049,442	\$	2,545,584	\$	2,994,501
618	Charges and Fees		7,155		4,381		6,675		7,558		7,558		6,979
619	Contract Services		224,005		466,924		550,784		446,774		623,106		666,334
620	Equipment		75,621		98,652		264,955		100,184		173,145		788,928
621	Grants and Contributions		3,833		128,627		145,680		106,640		106,640		10,680
622	Operating Supplies		195,093		232,907		241,816		252,024		309,692		284,452
623	Cost of Goods Sold		10,345		28,664		29,779		53,903		53,903		30,145
624	Professional Development		14,594		26,614		39,489		31,841		42,489		46,381
625	Insurance and Claims		-		-		5,700		-		5,700		5,700
626	Repairs		44,085		93,615		74,588		86,932		86,932		96,288
627	Utilities		748,193		775,904		737,078		647,192		741,678		662,777
628	System Maintenance		235,165		295,378		351,773		285,836		358,773		354,552
629	Uniforms and Gear		14,636		25,927		24,374		23,930		25,574		31,151
630	Equipment Maintenance		7,165		12,153		10,394		6,628		10,394		10,134
631	Interfund Charges	\$	1,723,766	\$	1,829,861	\$	2,106,977	\$	1,764,486	\$	2,110,887	\$	2,423,570
632	Facility		417,676		522,886		533,788		444,823		533,788		589,832
633	Information Technology		469,651		501,158		636,305		533,859		640,215		943,685
634	Liability Insurance		55,239		102,665		107,796		89,830		107,796		129,354
635	Fleet		690,175		583,635		744,806		620,672		744,806		653,604
636 637	Fuel Charges		66,509		95,000		84,282		75,302		84,282		107,095
637 638	Departmental Services Capital Outlay	\$	24,516 <b>51,348</b>	ć	24,517 <b>124,193</b>	\$	28,000	\$	-	\$	- 28,000	\$	-
638 639	Capital Equipment	Ş	51,348	Ş	124,193	Ş	28,000	Ş	-	Ş	28,000	Ş	-
639 640	201 Sales Tax CIP Fund	\$		\$	4,144,099	\$	4,059,199	\$		\$	13,947,363	\$	3,484,999
641	Revenue	\$ \$	1,685,622		4,144,099	\$ \$	4,059,199		7,624,761		550,719		210,000
642	Charges for Service	Ŷ		Ŷ	-	Ŷ	130,000	Ŷ	719	Ŷ	719	Ŷ	
643	Intergovernmental		56,250				-				400,000		-
644	Other		135,000				150,000		-		150,000		210,000
645	Expenses	\$	1,876,872	Ś	4,144,099	\$	4,209,199	Ś	7,625,480	\$		\$	3,694,999
646	Operating	\$	433,155		106,551		100,000			\$		\$	-,
647	Contract Services	<b>T</b>	94,667		87,300	7	100,000	4	-	4	-	Ψ	-
648	Equipment		29,345		-				-		-		-
649	Repairs		309,143		19,251		_		-		-		



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	1	Actual YTD		Estimated	Re	commended
650	Capital Outlay	\$	1,443,717	\$	4,037,550	\$	4,109,200	\$	7,625,481	\$	14,498,083	\$	3,695,000
651	Facilities		427,567		10,514		-		-		598,000		375,000
652	Land		130,981		5,079		-		2,766		2,766		-
653	Other Projects		-		-		-		-		-		555,000
654	Parks		885,169		4,021,957		4,109,200		7,622,715		13,897,317		2,765,000
655	Total Parks_Recreation and Recreation Expenditures	\$	10,440,226	\$	14,084,310	\$	15,661,336	\$	16,685,332	\$	25,895,880	\$	16,939,538
656 657	Police 100 General Fund	\$	24,244,263	\$	25,026,695	\$	27,210,366	\$	20,557,353	\$	27,186,913	\$	29,921,988
658	Revenue	\$	1,506,102		1,189,881		1,801,252		1,188,883		1,715,725		1,721,981
659	Licenses and Permits	•	1,125		525		1,500		825		1,500		957
660	Charges for Service		637,226		747,980		876,538		775,098		876,538		905,302
661	Intergovernmental		838,166		416,331		891,114		407,569		805,537		787,281
662	Fines and Forfeitures		23,085		18,766		32,000		5,241		32,000		28,441
663	Other		-		6,279		100		150		150		-
664	Capital Proceeds		6,500		-		-		-		-		-
665	Expenses	\$	25,750,365	\$	26,216,577	\$	29,011,618	\$	21,746,236	\$	28,902,638	\$	31,643,969
666	Labor and Benefits	\$	17,038,664	\$	17,873,725	\$	19,441,314	\$	14,051,186	\$	19,457,263	\$	22,142,766
667	Full Time		11,586,244		11,843,506		12,956,293		9,201,873		12,956,293		14,801,933
668	Seasonal		34,430		51,703		47,295		8,100		47,295		-
669	Overtime Benefits		1,147,806		1,386,427		1,365,077		1,157,518		1,365,077		1,499,999
670 671	Insurance		3,716,999 296,579		3,950,590 453,284		4,378,573 625,073		3,134,986 460,046		4,374,862 625,073		4,873,222 809,847
672	Other Compensation		256,606		188,215		69,003		88,663		88,663		157,765
673	Operating	\$	2,195,084	\$	2,339,551	\$	2,577,435	\$	1,887,014	\$	2,475,438	\$	2,919,947
674	Charges and Fees	Ŷ	1,214	Ψ.	1,285	Ŷ	525	Ŷ	1,217	Ŷ	1,217	Ŷ	700
675	Contract Services		637,182		660,537		1,046,920		747,955		1,046,920		818,433
676	Equipment		722,755		659,172		554,407		287,722		452,410		1,014,110
677	Grants and Contributions		12,568		6,408		17,575		4,675		17,575		24,654
678	Operating Supplies		257,371		248,486		230,826		226,546		230,826		286,491
679	Professional Development		315,906		487,741		410,865		423,640		410,865		440,835
680	Insurance and Claims		-		1,000		-		1,553		1,553		-
681	Repairs		28,034		(2,859)		21,616		5,216		21,616		22,016
682	Rent		92,878		90,339		90,188		108,233		108,233		112,058
683	Equipment Maintenance		55		1,413		2,550		3,555		3,555		2,550
684	Uniforms and Gear		127,121		186,029		201,963		76,702		180,668		198,100
685	Interfund Charges	\$	6,330,373	\$	6,000,282	\$	6,788,869	\$	5,640,530	\$	6,765,937	\$	6,581,256
686	Facility		467,418		424,375		512,795		431,472		512,795		644,237
687	Information Technology		2,213,717		2,167,165		2,415,708		1,993,982		2,415,708		2,098,639
688 689	Liability Insurance		259,834		271,251		305,157		254,298		305,157		366,188
690	Fleet Fuel Charges		732,312		647,372 184,040		925,567 153,045		771,306 143,477		925,567 153,045		779,833 206,154
691	Comm Center		2,526,708		2,306,079		2,476,597		2,045,995		2,453,665		2,486,205
692	Capital Outlay	\$	186,244	Ś	3,019	Ś	204,000	Ś	167,506	Ś	204,000	Ś	
693	Capital Equipment	Ŷ	134,582	Ŷ	3,019	Ŷ	160,000	Ŷ	157,951	Ŷ	160,000	Ŷ	
694	Facilities		51,662		-		44,000		9,555		44,000		-
695	107 First Responder Tax Fund	\$	860,795	\$	335,450	\$	2,379,458	\$	481,547	\$	2,381,637	\$	1,867,584
696	Expenses	\$	860,795	\$	335,450	\$	2,379,458	\$	481,547	\$	2,381,637	\$	1,867,584
697	Labor and Benefits	\$	254,463		319,924	\$	1,868,650	\$	254,756	\$	1,869,024	\$	1,117,595
698	Full Time		213,312		261,292		1,306,423		200,705		1,306,423		816,771
699	Overtime		1,375		3,351		-		2,402		2,402		-
700	Benefits		38,561		52,123		480,155		47,438		478,127		272,820
701	Insurance		886		2,707		49,621		3,863		49,621		27,553
702	Other Compensation		329		450		32,451		348		32,451		451
703	Operating	\$	52,710	\$	13,461	\$	89,246	\$	34,724	Ş	91,051	Ş	470,496
704	Contract Services		-		-		-		-		-		200,000
705	Equipment		52,710		13,461		19,704		23,163		23,163		200,954
706	Operating Supplies		-		-		18,960		380		17,306		18,960
707	Professional Development		-		-		29,000		-		29,000		29,000
708	Uniforms and Gear		-		-		21,582		11,181		21,582		21,582



Line	By Department							2022		
Item	By Fund	2020		2021	2022		2022	Year End		2023
lef #	By Classification	 Actual		Actual	Adopted	A	ctual YTD	Estimated	Red	commended
709	Interfund Charges	\$ 1,008	\$	5,451	\$ 240,662	\$	192,067	\$ 240,662	\$	279,493
710	Information Technology	 1,008		5,451	68,937		56,705	68,937		126,335
711	Fleet	 -		-	129,850		108,208	129,850		138,606
712	Fuel Charges	 -		-	41,875		27,153	41,875		14,552
713	Capital Outlay	\$ 552,614	\$	(3,386)	\$ 180,900	\$	-	\$ 180,900	\$	-
714	Capital Equipment	552,614		(3,386)	180,900		-	180,900		-
715	115 Public Safety Impact Fee Fund	\$ -	\$	-	\$ 145,755	\$	77,887	145,755	\$	114,051
716	Revenue	\$ -	\$	-	\$ 145,755	\$	77,887	\$ 145,755	\$	114,051
717	Charges for Service	-		-	145,755		77,887	145,755		114,051
718	201 Sales Tax CIP Fund	\$ 65,902	\$	940,163	\$ -	\$	(658)	(658)		-
719	Revenue	\$ -	\$	150,000	\$ -	\$	-	\$ -	\$	-
720	Intergovernmental	-		150,000	-		-	-		-
721	Expenses	\$ 65,902	\$	1,090,163	-	Ŧ	(658)	 (658)	\$	-
722	Capital Outlay	\$ 65,902	\$	1,090,163	\$ -	\$	(658)	\$ (658)	\$	-
723	Facilities	65,902		1,090,163	-		(658)	(658)		-
724	308 Parking Authority Fund	\$ 96,033	\$	62,221	135,548	\$	-	\$ 	\$	215,911
725	Expenses	\$ 96,033	\$	62,221	135,548	\$	96,975	135,585	\$	215,911
726	Labor and Benefits	\$ 87,675	\$	52,629	\$ 105,081	\$	73,183	\$ 105,118	\$	172,157
727	Full Time	44,481		42,792	82,577		54,779	80,362		108,174
728	Seasonal	22,765		-	-		-	-		-
729	Overtime	 -		511	-		2,252	2,252		-
730	Benefits	 18,845		7,640	18,250		13,134	18,250		57,595
731	Insurance	1,584		1,686	4,254		3,019	4,254		6,388
732	Interfund Charges	\$ 8,359	\$	9,592	\$ 30,467	\$	23,792	\$ 30,467	\$	43,754
733	Information Technology	 3,120		4,790	23,934		18,348	23,934		43,754
734	Fleet	5,239		4,802	6,533		5,444	6,533		-
735	405 Communications Center Fund	\$ (588,670)	\$	52,271	\$ 537,614	\$	468,329	660,203	\$	422,610
736	Revenue	\$ 7,555,682	\$	6,813,129	\$ 7,482,618	\$	5,268,830	\$ 7,440,873	\$	8,016,341
737	Charges for Service	2,101,375		2,148,548	2,236,715		1,832,644	2,217,124		2,359,646
738	Intergovernmental	14,703		65,898	35,000		-	35,000		-
739	Interfund Revenue	3,034,656		2,803,531	3,032,115		2,504,926	3,004,039		3,104,320
740	Interest	10,891		10,175	4,166		6,287	10,088		23,877
741	Other	40,611		90,810	93,400		76,100	93,400		90,600
742	Transfers In	2,353,445		1,694,167	2,081,222		848,873	2,081,222		2,437,898
743	Expenses	\$ 6,967,012	\$	6,865,401	\$ 8,020,232	\$	5,737,159	\$ 8,101,076	\$	8,438,951
744	Labor and Benefits	\$ 4,461,407	\$	4,547,809	\$ 5,359,171	\$	3,709,009	\$ 5,359,760	\$	5,755,425
745	Full Time	2,776,336		2,875,163	3,420,632		2,188,550	3,399,311		3,647,509
746	Seasonal	3,299		-	-		-	-		-
747	Overtime	644,719		599,892	717,017		680,337	717,017		742,353
748	Benefits	957,728		1,022,199	1,213,216		809,907	1,213,216		1,355,172
749	Insurance	44,208		5,955	8,306		22,971	22,971		10,391
750	Other Compensation	35,118		44,600	-		7,245	7,245		-
751	Operating	\$ 707,521	\$	437,662	\$ 474,562	\$	290,123	\$ 474,569	\$	507,521
752	Contract Services	62,187		100,211	98,229		56,921	98,229		79,343
753	Equipment	441,900		49,161	75,293		17,560	75,293		125,293
754	Grants and Contributions	121		1,196	1,470		488	1,470		1,470
755	Operating Supplies	39,907		39,429	33,574		24,832	33,387		34,888
756	Professional Development	44,166		82,731	99,762		76,316	99,762		101,600
757	Repairs	5,527		14,057	27,467		3,634	27,467		27,460
758	Utilities	74,127		123,211	92,567		63,977	92,567		91,267
759	Rent	39,585		27,665	46,200		46,394	46,394		46,200
760	Interfund Charges	\$ 1,629,728	\$	1,483,397	\$ 1,496,499	\$	1,246,061	\$ 1,496,499	\$	1,646,005
/00	Administrative Overhead	344,109		350,130	356,168		296,807	356,168		394,026
		• -	1		27,096		22,580	27,096		62,039
761	Facility	60,316		40,529				· · ·		
761 762		60,316 1,156,854		1,043,918	1,050,773		874,688	1,050,773		1,121,520
761 762 763	Facility Information Technology	1,156,854		1,043,918	1,050,773					
761 762 763 764	Facility Information Technology Liability Insurance	1,156,854 8,212		1,043,918 8,356	1,050,773 8,773		7,311	8,773		10,528
761 762 763 764 765 766	Facility Information Technology	1,156,854		1,043,918	1,050,773					1,121,520 10,528 55,320 2,572



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	4	Actual YTD		Estimated	Re	commended
768	Communication Systems		168,355		396,532		690,000		491,966		770,248		530,000
769	Total Police Expenditures	\$	33,740,107	\$	34,569,811	\$	39,546,856	\$	28,061,260	\$	39,520,279	\$	42,166,415
	Public Works												
771	100 General Fund	\$	7,911,131	\$	8,148,018	\$	10,097,424	\$	7,468,696	\$	10,021,919	\$	12,220,144
772	Revenue	\$	-	\$	703,791	Ş	549,698	\$	451,860	Ş	603,698	\$	441,726
773	Licenses and Permits		21,001		25,214		20,000		14,580		20,000		25,000
774 775	Charges for Service	\$	577,558 <b>8,509,689</b>	\$	678,577 <b>8,851,809</b>	\$	529,698 <b>10,647,122</b>	ć	437,280 <b>7,920,555</b>	\$	583,698 <b>10,625,617</b>	\$	416,726 <b>12,661,870</b>
776	Expenses Labor and Benefits	\$ \$	4,043,970	\$ \$	4,088,949	\$ \$	5,040,374	\$ \$	3,593,228	\$ \$	5,042,157	ې \$	5,750,552
777	Full Time	ş	2,765,413	Ş	2,831,344	ş	3,336,597	ş	2,405,901	ş	3,336,597	ş	3,834,033
778	Seasonal		154,336		96,283		253,461		160,499		253,461		342,681
779	Overtime		67,835		71,238		88,171		68,396		88,171		87,509
780	Benefits		894,537		927,789		1,195,490		820,388		1,195,490		1,265,236
781	Insurance		102,518		102,948		143,208		111,461		141,855		206,710
782	Other Compensation		59,331		59,347		23,447		26,583		26,583		14,383
783	Operating	\$	2,570,266	\$	2,744,228	\$	3,193,591	\$	2,298,270	\$	3,170,303	\$	4,353,959
784	Charges and Fees		92,420		91,546		101,912		103,276		103,276		110,880
785	Contract Services		468,035		475,896		844,064		526,124		772,002		1,116,188
786	Equipment		13,152		68,887		66,308		61,083		71,083		609,852
787	Operating Supplies		32,787		44,630		49,896		45,278		43,621		53,222
788	Cost of Goods Sold		-		-		-		-		-		1,400
789	Professional Development		7,515		21,433		60,183		34,361		60,183		61,000
790	Insurance and Claims		1,153		-		-		-		-		-
791	Repairs		193,423		270,913		197,818		251,148		251,148		310,120
792	Utilities		1,516,507		1,541,647		1,583,848		1,025,983		1,583,848		1,644,100
793	Rent		33,180		36,865		35,700		33,140		41,205		42,500
794	System Maintenance		209,779		186,654		246,615		209,449		234,115		389,700
795	Uniforms and Gear		1,868		4,741		6,577		5,181		6,577		9,327
796	Equipment Maintenance		447		1,016		670		3,245		3,245	4	5,670
<b>797</b>	Interfund Charges	\$	1,895,453	\$	2,018,632	\$	2,413,157	\$	2,029,057	\$	2,413,157	\$	2,557,359
798 799	Facility		123,275		121,317		134,738		112,282		134,738		275,329
799 800	Information Technology Liability Insurance		465,410 84,330		533,659 206,343		581,724 278,562		483,290 232,135		581,724 278,562		613,002 334,274
801	Fleet		1,094,819		975,529		1,238,730		1,032,275		1,238,730		1,139,149
802	Fuel Charges		119,070		149,499		156,453		138,301		156,453		172,655
803	Utility Services		8,550		32,286		22,950		30,774		22,950		22,950
804	201 Sales Tax CIP Fund	\$	5,247,163	Ś	5,327,105	Ś	9,047,099	\$	2,999,831	Ś	8,556,563	Ś	8,862,821
805	Revenue	\$		\$	5,206,075	\$	2,273,679	\$	152,203		773,679	\$	2,073,679
806	Charges for Service		146,808		168,893		85,000		54,278		85,000		85,000
807	Intergovernmental		1,601,761		121,465		1,908,679		58,679		558,679		1,558,679
808	Other		4,599,039		4,915,717		280,000		39,246		130,000		430,000
809	Expenses	\$	11,594,770	\$	10,533,179	\$	11,320,778	\$	3,152,034	\$	9,330,242	\$	10,936,500
810	Labor and Benefits	\$	-	\$	1,217	\$	-	\$	-	\$	-	\$	-
811	Full Time		-		951		-		-				-
812	Benefits		-		263		-		-				-
813	Insurance		-		4		-		-				-
814	Operating	\$	1,253,294	\$	1,097,608	\$	-	\$	835,761	\$	835,761	\$	-
815	Contract Services		40,004		122,413		-		16,152		16,152		-
816	Equipment		82,705		219,364		-		-		-		-
817	Operating Supplies		123,697		553		-		-		-		-
818	Repairs		353,958		9,780		-		45.004		45 004		-
010	Rent		22,841		14,378		-		15,331		15,331		-
819					731,120		-		804,278		804,278		-
820	System Maintenance	ć	630,090	ć	0 424 254	ć	11 220 770	c				· C	
820 821	System Maintenance Capital Outlay	\$	10,341,475	\$	<b>9,434,354</b>	\$	11,320,778	Ş	<b>2,316,273</b>	Ş	<b>8,494,482</b>	Ş	10,936,500
820 821 822	System Maintenance <b>Capital Outlay</b> Land	\$	<b>10,341,475</b> 5,779,152	\$	5,017,526	\$	-	\$	133,780	Ş	664,891	Ş	-
820 821 822 823	System Maintenance Capital Outlay Land Other Projects	\$	<b>10,341,475</b> 5,779,152 23,692	\$	5,017,526 -	\$	- 675,000	\$	133,780 354,157	Ş	664,891 825,000	Ş	790,000
820 821 822	System Maintenance <b>Capital Outlay</b> Land	\$	<b>10,341,475</b> 5,779,152	\$	5,017,526	\$	-	\$	133,780	Ş	664,891	Ş	-



Line	By Department										2022		
ltem	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	A	Actual YTD		Estimated	Re	commende
827	Parks		317,516		45,724		1,900,000		125,170		2,180,937		500,000
828	202 Storm Drainage Fund	\$	(14,982)	\$	(2,115)	\$	15,000	\$	(2,061)	\$	15,000	\$	15,000
829	Revenue	\$	19,982	\$	448,341	\$	515,000	\$	14,107	\$	515,000	\$	1,815,000
830	Charges for Service		19,982		18,259		15,000		8,263		15,000		15,000
831	Other		-		-		-		-		-		300,000
832	Transfers In		-		430,082		500,000		5,844		500,000		1,500,000
833	Expenses	\$	5,000	\$	446,226	Ś	530,000	\$		\$	530,000	\$	1,830,000
834	Labor and Benefits	\$	-	\$	136		-	\$	-	\$	-	\$	
835	Full Time		-	•	106		-	-	-	•	-	•	
836	Benefits		-		31		-		-		-		
837	Operating	\$	-	\$	16,037	\$	-	\$	-	\$	-	\$	
838	Contract Services	¥		Ŷ	16,008	Ŷ	_	Ŷ	_	Ŷ	_	Ŷ	
839	Operating Supplies				29								
840	Capital Outlay	\$	5,000	\$	430,053	\$	530,000	\$	12,046	\$	530,000	\$	1,830,000
		\$	,	Ş		Ş	-	Ş	-	Ş	-	Ş	
841	Utility Systems	•	5,000	4	430,053	<i>.</i>	530,000		12,046	<i>.</i>	530,000	<b>Å</b>	1,830,000
842	207 Transportation Capacity Fund	\$	(51,852,855)		(173,942)		24,832,630	\$		\$	18,601,154	\$	19,833,718
843	Revenue	\$	<b>52,942,474</b>	Ş	4,036,733	Ş	2,905,370	\$	1,834,947	\$	3,557,336	\$	<b>5,255,901</b>
844	Charges for Service		2,426,485		3,946,288		2,700,000		1,602,076		2,700,000		3,805,901
845	Capital Proceeds		50,277,796		-		-				-		-
846	Interest		238,193		90,445		55,370		232,871		457,336		
847	Intergovernmental		-		-		-		-		400,000		1,300,000
848	Other		-		-		150,000		-		-		150,000
849	Expenses	\$	1,089,619	\$	3,862,790	\$	27,738,000	\$	4,402,393	\$	22,158,490	\$	25,089,619
850	Operating	\$	205,442	\$	38,358	\$	-	\$	4,700	\$	18,500	\$	-
851	Contract Services		205,442		38,358		-		4,700		18,500		-
852	Capital Outlay	\$	884,177	\$	3,824,433	\$	27,738,000	\$	4,397,693	\$	22,139,990	\$	25,089,619
853	Street Infrastructure		884,177		3,824,433		27,738,000		4,397,693		22,139,990		25,089,619
854	301 Water Fund	\$	1,743,083	\$	239,959	\$	180,406	\$	136,094	\$	203,704	\$	356,641
855	Expenses	\$	1,743,083	\$	239,959	\$	180,406	\$	136,094	\$	203,704	\$	356,641
856	Labor and Benefits	\$	133,835	\$	112,535	\$	180,406	\$	112,865	\$	180,476	\$	356,641
857	Full Time		97,249		85,535		121,811		86,006		121,811		253,252
858	Seasonal		4,354		-		20,801		-		20,801		20,802
859	Benefits		30,150		25,509		36,620		25,850		36,620		80,177
860	Insurance		1,089		283		600		360		594		1,444
861	Other Compensation		993		1,207		574		650		650		966
862	Operating	\$	17,205	\$	-	\$	-	\$	_	\$	_	\$	-
863	Equipment		87		-	-	-	· ·	-	•	-		-
864	Operating Supplies		3,493		-		-		_		_		-
865	Repairs		13,626		-		-		_		-		-
866	Capital Outlay	\$	1,592,043	ć	127,424	ć	-	\$	23,229	ć	23,229	ć	
867	Utility Systems	Ŷ	1,592,043	Ŷ	127,424	7	_	Ļ	23,229	Ŷ	23,229	Ŷ	_
867 868	900 Joint Sewer Fund	\$	1,592,043	¢	127,424 <b>127,358</b>	¢	251,110	ć	163,169	ć	<b>23,229</b> <b>250,900</b>	ć	426,549
869	Revenue	\$	24,810			ې \$	- 251,110			\$ \$		\$ \$	420,349
8 <b>69</b> 870	Other	Ş		Ş	-	Ş	-	Ş	-	Ş	-	Ş	-
		A	24,810	¢		ė		ė		¢		ė	436 5 49
871	Expenses	\$	1,718,253		127,358		251,110		163,169		250,900	\$	426,549
872	Labor and Benefits	\$	104,922	Ş	123,440	ş	251,110	Ş	159,938	Ş	250,900	Ş	426,549
873	Full Time		79,511		97,658		182,014		128,899		182,014		301,061
874	Seasonal		4,559		-		20,801		-		20,801		20,802
875	Overtime		-		-		5,127		-		5,127		5,360
876	Benefits		19,057		23,994		40,651		29,686		40,651		96,141
877	Insurance		577		357		1,505		545		1,499		2,190
878	Other Compensation		1,218		1,432		1,012		808		808		995
879	Operating	\$	18,275	\$	3,918	\$	-	\$	3,231	\$	-	\$	-
880	Contract Services		2,827		3,918		-		3,231		-		-
881	Equipment		-		-		-		-		-		-
882	Operating Supplies		(3,312)		-		-		-		-		-
883	Repairs		18,760		-		-		-		-		-
884	Capital Outlay	Ś	1,595,056	\$	-	\$	-	\$	_	\$	_	\$	-



Line	By Department										2022		
Item	By Fund		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Re	commended
886	Total Public Works Expenditures	\$	24,660,414	\$	24,061,322	\$	50,667,416	\$	15,786,291	\$	43,098,953	\$	51,301,179
887	Water Utilities												
888	301 Water Fund	\$	(1,674,466)	\$	598,863	\$	2,480,424	\$	4,307,518	\$	(742,191)	\$	517,709
889	Revenue	\$	10,168,211	\$	11,252,827	\$	20,375,571	\$	8,250,320	\$	25,194,060	\$	11,070,767
890	Capital Proceeds		215,340		409,197		10,714,000		226,100		15,214,000		214,000
891	Charges for Service		8,389,811		8,583,342		8,692,280		7,175,804		8,692,280		9,130,969
892	Intergovernmental		114,439		1,041,999		37,500		153,919		337,500		646,449
893	Interfund Revenue		784,527		862,307		838,479		627,336		838,479		860,628
894	Interest		72,032		40,606		34,800		33,764		53,289		153,259
895	Other		50,718		62,561		58,512		33,396		58,512		65,462
896	Transfers In		541,345		252,815		-		-		-		-
897	Expenses	\$	8,493,745	\$	11,851,690	\$	22,855,995	\$	12,557,838	\$	24,451,869	\$	11,588,476
898	Labor and Benefits	\$	2,988,522	\$	3,157,257	\$	3,448,206	\$	2,381,579	\$	3,448,206	\$	3,733,904
899	Full Time		2,019,569		2,125,728		2,303,902		1,591,448		2,303,902		2,499,016
900	Seasonal		16,158		-		-		-		-		-
901	Overtime		101,933		105,849		119,235		79,377		119,235		122,362
902	Benefits		764,937		827,356		921,342		636,558		921,342		965,296
903	Insurance		57,732		77,660		96,690		69,376		96,690		125,413
904	Other Compensation		28,192		20,663		7,037		4,819		7,037		21,817
905	Operating	\$	1,063,714	\$	1,055,928	\$	1,318,557	\$	911,521	\$	1,318,557	\$	1,485,487
906	Charges and Fees	•	-		350		10,449		2,326	•	10,449		770
907	Contract Services		256,434		293,156		229,337		125,111		229,337		266,928
908	Equipment		72,705		90,695		98,700		51,734		98,700		111,835
909	Grants and Contributions		17,421		18,100		22,650		10,159		22,650		22,800
910	Operating Supplies		276,416		262,585		320,515		226,187		320,515		374,107
911	Professional Development		17,591		22,991		47,752		29,347		47,752		42,607
912	Repairs		110,700		60,637		74,124		45,406		74,124		79,935
913	Utilities		16,159		17,276		14,884		11,479		14,884		18,840
914	Rent		15,984		13,751		48,260		25,111		48,260		32,180
915	System Maintenance		277,094		273,334		48,200		382,046		48,200		528,300
916	Uniforms and Gear		3,209		3,054		447,300		2,615		447,300		7,185
910 917	Interfund Charges	\$	1,490,635	\$	1,558,843	\$	1,656,926	\$	1,334,959	\$	1,656,926	\$	1,814,708
918	Administrative Overhead	ş	680,489	Ş	662,578	Ş	670,447	Ş	502,835	Ş	670,447	Ş	717,277
919	Facility		100,514		112,754		-		101,585		121,902		82,636
920	Information Technology		366,441		392,820		121,902 427,522		355,625		427,522		554,276
920			89,727		91,118		95,673		79,728		95,673		114,808
921	Liability Insurance Fleet		209,874		224,266		276,447		230,373		276,447		255,355
923			•										90,356
923 924	Fuel Charges Capital Outlay	\$	43,590 <b>2,313,562</b>	\$	75,306 <b>5,444,409</b>	\$	64,935 <b>15,430,000</b>	\$	64,814 <b>7,464,170</b>	\$	64,935 <b>17,394,540</b>	\$	3,710,000
924 925		ş	57,549	Ş	<b>5,444,409</b> 6,049	ş	31,000	Ş	7,404,170	Ş	17,334,340	ş	3,710,000
925 926	Capital Equipment Utility Systems		2,256,012		5,438,360		15,399,000		- 7,464,170		- 17,394,540		3,710,000
		ć		ć		ć		ć		ć		ć	
927 928	Debt Service Interest Expense	\$	<b>637,313</b> 128,738	Ş	<b>635,254</b> 114,521	\$	<b>1,002,306</b> 126,689	Ş	<b>465,610</b> 59,019	Ş	<b>633,640</b> 92,523	Ş	844,377 121,795
928 929	Principal		508,575		520,733		875,617		406,591		92,523 541,117		722,582
929 930	309 Ridges Irrigation Fund	¢	22,471	ć	(384)	ć	24,999	ć	406,591 64,652	¢	541,117 55,052	¢	4,537
930 931	Revenue	\$ \$	,						-				
<b>931</b> 932		Ş	<b>311,973</b>	Ş	334,120	Ş	<b>513,056</b>	Ş	<b>293,548</b>	Ş	<b>513,620</b>	Ş	<b>365,403</b>
	Capital Proceeds		1,560 309,307		2,600 330,755		176,500		1,560 291,378		176,500		1,300
933 934	Charges for Service		•		•		336,142		291,378		336,142		362,398
	Interest	¢	1,106 <b>334,444</b>	ć	764	ć	414 528 055	ć		ć	978	¢	1,705
935	Expenses Labor and Benefits	\$ \$			333,735		538,055		358,200		568,672		369,940
<b>936</b>		Ş	123,295	Ş	109,639	Ş	127,553	Ş	<b>87,447</b>	Ş	<b>127,714</b>	Ş	123,339
937	Full Time		84,415		74,587		89,904		64,352		89,904		90,899
938	Overtime		2,056		3,082		-		1,882		1,882		3,216
939	Benefits		29,523		28,659		33,086		18,031		31,365		24,140
940	Insurance Other Componentian		6,987		3,099		4,034		3,028		4,034		4,881
941	Other Compensation	~	314		212		529		155	*	529	~	203
942	Operating	\$	36,128	\$	47,222	\$	23,826	Ş	13,984	\$	23,826	\$	59,970
943	Contract Services		1,925		2,583		1,500		740		1,500		21,700
944	Equipment		-		-		2,500		-		2,500		2,500



Line	By Department								2022		
Item	By Fund	2020		2021		2022		2022	Year End		2023
Ref #	By Classification	Actual		Actual		Adopted	1	Actual YTD	Estimated	Re	commended
945	Operating Supplies	1,039		393		1,000		931	1,000		1,000
946	Repairs	29,471		38,837		13,300		8,036	13,300		26,300
947	Utilities	695		713		626		392	626		570
948	System Maintenance	2,998		4,696		4,700		3,885	4,700		7,900
949	Equipment Maintenance	-		-		200		-	200		-
950	Interfund Charges	\$ 147,160	\$	147,619	\$	171,483	\$	137,183	\$ 171,483	\$	160,469
951	Administrative Overhead	22,778		23,592		24,887		18,665	24,887		27,436
952	Facility	106,782		106,069		127,965		106,638	127,965		114,474
953	Liability Insurance	1,090		1,109		1,164		970	1,164		1,397
954	Fleet	4,583		4,663		3,960		3,300	3,960		3,484
955	Fuel Charges	1,909		1,913		2,735		1,326	2,735		2,738
956	Utility Services	10,018		10,274		10,772		6,284	10,772		10,940
957	Capital Outlay	\$ 27,862	\$	29,254	\$	205,000	\$	119,586	\$ 245,649	\$	10,000
958	Utility Systems	27,862		29,254		205,000		119,586	245,649		10,000
959	Debt Service	\$ -	\$	-	\$	10,193	\$	-	\$ -	\$	16,162
960	Interest Expense	-		-		2,625		-	-		3,235
961	Principal	-		-		7,568		-	-		12,927
962	Total Water Utilities Expenditures	\$ 8,828,189	\$	12,185,425	\$	23,394,050	\$	12,916,037	\$ 25,020,541	\$	11,958,416
963	900 Joint Sewer Fund	\$ (9,423,817)	\$	(6,693,382)	\$	12,736,967	\$	(4,007,877)	\$ 16,371,321	\$	7,649,698
964	Revenue	\$ 19,455,809	\$	20,908,691	\$	19,082,872	\$	14,310,120	\$ 19,086,742	\$	20,322,234
965	Capital Proceeds	3,932,766		5,809,126		3,392,350		2,464,215	3,392,350		3,570,336
966	Charges for Service	14,406,309		14,629,231		15,243,668		11,657,401	15,243,668		16,031,547
967	Intergovernmental	540,000		-		-		-	-		-
968	Fines and Forfeitures	1,250		-		1,000		500	1,000		1,000
969	Interfund Revenue	137,976		162,777		174,154		15,611	174,154		179,686
970	Interest	435,459		279,435		271,700		171,749	274,926		539,665
971	Other	2,049		28,122		-		644	644		-
972	Expenses	\$ 10,031,992	\$	14,215,309	\$	31,819,839	\$	10,302,243	\$ 35,458,063	\$	27,971,932
973	Labor and Benefits	\$ 3,539,320	\$	3,631,994	\$	4,045,820	\$	2,836,804	\$ 4,045,820	\$	4,343,694
974	Full Time	2,512,956		2,587,151		2,844,159		1,992,473	2,844,159		3,039,355
975	Seasonal	34,641		3,045		29,690		-	29,690		-
976	Overtime	45,654		42,979		73,273		51,082	73,273		76,019
977	Benefits	867,053		911,080		1,016,605		734,494	1,016,605		1,100,295
978	Insurance	57,082		61,274		76,735		56,776	76,735		99,162
979	Other Compensation	21,933		26,466		5,358		1,979	5,358		28,863
980	Operating	\$ 1,927,457	\$	1,580,011	\$	1,627,912	\$	1,221,782	\$ 1,706,127	\$	2,153,052
981	Charges and Fees	320,890		370,156		370,550		252,017	370,550		386,934
982	Contract Services	570,337		107,470		79,193		43,193	157,408		360,406
983	Equipment	162,692		57,606		153,718		16,885	41,350		37,000
984	Equipment Maintenance	2,158		2,239		-		303	-		-
985	Grants and Contributions	1,972		1,207		3,900		905	3,900		3,400
986	Operating Supplies	95,363		88,009		94,491		84,430	94,491		110,439
987	Professional Development	19,492		30,607		59,010		39,869	54,760		61,110
988	Rent	-		-		-		110,367	112,368		131,787
989	Repairs	546,526		660,257		432,340		383,931	372,590		443,750
990	System Maintenance	184,008		240,599		408,330		274,593	472,330		590,010
991	Uniforms and Gear	7,496		5,704		7,700		8,137	7,700		12,015
992	Utilities	16,523		16,157		18,680		7,151	18,680		16,201
993	Interfund Charges	\$ 2,529,436	\$	2,557,296	\$	2,710,858	\$	2,207,817	\$ 2,710,858	\$	3,017,581
994	Administrative Overhead	692,346		713,809		746,644		622,203	746,644		780,990
995	Facility	576,274		555,115		568,381		473,651	568,381		651,284
996	Fleet	312,295		245,974		330,560		275,467	330,560		381,422
997	Fuel Charges	37,437		46,242		44,575		38,623	44,575		55,886
998	Information Technology	257,572		309,075		357,473		294,973	357,473		469,826
999	Liability Insurance	111,814		80,047		84,049		70,041	84,049		100,859
1000	Utility Services	541,699		607,034		579,176		432,859	579,176		577,314
1001	Capital Outlay	\$ 1,438,895	\$	5,848,205	\$	22,839,500	\$	3,440,091	\$ 26,399,509	\$	17,855,520
	• •		-	32,281	· ·	67,500					508,520
1002	Capital Equipment	49,450		52,201		07,500		55,953	67,500		500,520



Line	By Department						2022		
Item	By Fund	2020	2021	2022		2022	Year End		2023
Ref #	By Classification	Actual	Actual	Adopted	4	Actual YTD	Estimated	Re	commended
1004	Debt Service	\$ 596,884	\$ 597,802	\$ 595,749	\$	595,749	\$ 595,749	\$	602,085
1005	Interest Expense	131,884	117,802	75,749		82,071	75,749		37,085
1006	Principal	465,000	480,000	520,000		513,678	520,000		565,000
1007	Total Sewer Utilities Expenditures	\$ 10,031,992	\$ 14,215,309	\$ 31,819,839	\$	10,302,243	\$ 35,458,063	\$	27,971,932
1008	/isit Grand Junction								
1009	102 Visit Grand Junction	\$ (304,413)	\$ (1,083,946)	\$ 1,543,088	\$	(1,923,157)	\$ 159,105	\$	1,350,485
1010	Revenue	\$ 2,340,630	\$ 3,549,453	\$ 3,785,967	\$	3,883,513	\$ 5,226,046	\$	4,514,508
1011	Taxes	1,840,178	2,797,322	2,999,998		2,193,595	3,242,530		3,476,525
1012	Charges for Service	5,986	6,397	6,000		4,154	6,000		11,500
1013	Interest	10,161	12,401	3,211		9,994	16,036		21,079
1014	Transfers In	484,305	733,332	776,758		1,675,770	1,961,480		1,005,404
1015	Expenses	\$ 2,036,217	\$ 2,465,506	\$ 5,329,055	\$	1,960,356	\$ 5,385,151	\$	5,864,993
1016	Labor and Benefits	\$ 450,554	\$ 276,705	\$ 949,837	\$	279,792	\$ 428,893	\$	954,886
1017	Full Time	332,693	193,881	681,252		202,806	296,918		680,126
1018	Seasonal	7,142	16,726	5,400		21,330	24,990		27,300
1019	Overtime	255	-	-		-	-		-
1020	Benefits	96,005	59,119	259,401		52,756	103,972		242,608
1021	Insurance	6,807	2,869	1,383		463	612		1,699
1022	Other Compensation	7,653	4,110	2,401		2,437	2,401		3,153
1023	Operating	\$ 1,436,193	\$ 1,793,772	\$ 3,781,237	\$	1,419,776	\$ 4,358,277	\$	4,481,230
1024	Contract Services	1,279,423	1,579,901	3,587,767		1,253,379	4,169,076		4,255,703
1025	Equipment	88,081	96,702	81,709		88,407	88,407		87,921
1026	Grants and Contributions	916	181	1,290		796	1,290		850
1027	Operating Supplies	39,853	60,802	45,247		31,885	45,247		70,042
1028	Professional Development	17,333	25,703	53,234		29,462	36,234		54,724
1029	Repairs	6,511	26,425	7,100		13,133	13,133		7,100
1030	Utilities	4,076	4,059	4,890		2,714	4,890		4,890
1031	Interfund Charges	\$ 149,469	\$ 195,029	\$ 197,981	\$	160,788	\$ 197,981	\$	228,877
1032	Administrative Overhead	56,398	88,391	90,576		71,814	90,576		118,310
1033	Facility	7,073	8,250	8,750		7,292	8,750		7,845
1034	Information Technology	73,722	91,306	90,889		75,741	90,889		92,991
1035	Liability Insurance	1,879	1,911	2,006		1,672	2,006		2,407
1036	Fleet	8,207	2,929	4,645		3,871	4,645		6,988
1037	Fuel Charges	116	169	1,115		399	1,115		336
1038	Departmental Services	2,074	2,074	-		-	-		-
1039	Transfers Out	\$ -	\$ 200,000	\$ 200,000	\$	100,000	\$ 200,000	\$	200,000
1040	Transfers Out	-	200,000	200,000		100,000	200,000		200,000
1041	Contingency	\$ -	\$ -	\$ 200,000	\$	-	\$ 200,000	\$	-
1042	Contingency	 -	-	200,000		-	200,000		-
1043	Total Visit Grand Junction Expenditures	\$ 2,036,217	\$ 2,465,506	\$ 5,329,055	\$	1,960,356	\$ 5,385,151	\$	5,864,993



			Nove	emt	per 2, 2022								
Line	By Fund										2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Re	ecommended
1	100 General Fund												
2	Revenue												
3	Taxes	\$	60,584,107	\$	70,346,017	\$	72,790,563	\$	54,496,870	\$	76,276,520	\$	79,157,530
4	Licenses and Permits		171,504		205,488		188,150		179,396		188,150		195,912
5	Charges for Service		9,937,412		12,532,908		13,257,482		9,604,520		13,496,650		14,218,022
6	Intergovernmental		7,560,619		2,263,283		2,088,608		1,733,385		1,795,755		1,708,732
7	Fines and Forfeitures		292,965		301,263		306,500		202,661		306,500		316,741
8	Interfund Revenue		2,351,962		2,421,669		2,507,485		1,486,330		2,515,462		2,717,776
9	Interest		403,513		198,463		196,000		273,102		367,345		672,307
10	Other		471,371		186,589		25,475		19,169		25,475		27,125
11	Capital Proceeds		21,258		697,630		1,500		7,728		1,500		1,500
12	Transfers In		859,657		715,190		1,004,333		621,322		909,333		3,178,040
13	Total Fund 100 Revenues	\$	82,654,368	\$	89,868,501	\$	92,366,096	\$	68,624,483	\$	95,882,689	\$	102,193,685
14	Expenses												
15	Labor and Benefits	\$	48,145,759	\$	49,394,940	\$		\$	39,818,169	\$		\$	63,050,393
16	Operating		14,072,702		13,868,224		18,027,501		10,196,249		16,159,565		20,809,990
17	Interfund Charges		14,613,559		14,560,267		16,884,330		10,064,713		16,860,164		17,688,994
18	Capital Outlay		1,058,097		2,234,421		561,806		216,934		836,806		-
19	Contingency and Reserves		-		-		200,000		-		128,577		300,000
20	Transfers Out		493,832		7,565,087		-		600,000		2,998,000		-
21	Total Fund 100 Expenditures	\$	78,383,949	\$	87,622,938	\$	91,934,312	\$	60,896,064	\$	93,111,335	\$	101,849,377
22	101 Enhanced 911 Fund												
23	Revenue												
24	Charges for Service	\$	2,431,984	\$	3,210,134	\$	2,900,000	\$	2,242,489	\$	3,400,000	\$	3,600,000
25	Interest		42,032		19,780		19,400		17,661		28,338		66,172
26	Total Fund 101 Revenues	\$	2,474,016	\$	3,229,914	\$	2,919,400	\$	2,260,150	\$	3,428,338	\$	3,666,172
27	Expenses												
28	Transfers Out	\$	2,853,445	\$		\$	2,581,222	\$	1,098,873	\$	2,581,222		2,908,700
29	Total Fund 101 Expenditures	\$	2,853,445	\$	2,194,167	\$	2,581,222	\$	1,098,873	\$	2,581,222	\$	2,908,700
	102 Visit Grand Junction												
31	Revenue												
32	Taxes	\$		\$	2,797,322	Ş	2,999,998	Ş	2,193,595	\$	3,242,530	Ş	3,476,525
33	Charges for Service		5,986		6,397		6,000		4,154		6,000		11,500
34	Intergovernmental		-		-		-		-		-		-
35	Interest		10,161		12,401		3,211		9,994		16,036		21,079
36	Transfers In		484,305		733,332		776,758		1,675,770		1,961,480		1,005,404
37	Total Fund 102 Revenues	\$	2,340,630	\$	3,549,453	Ş	3,785,967	Ş	3,883,513	Ş	5,226,046	Ş	4,514,508
38	Expenses	+		-	070	4	o 40 - 00 -			4	400.00-	4	0.5 - 0.5 -
39	Labor and Benefits	\$	450,554	Ş	276,705	Ş		Ş	266,050	Ş		Ş	954,886
40	Operating		1,436,193		1,793,772		3,781,237		1,240,014		4,352,181		4,481,230
41	Interfund Charges		149,469		195,029		197,981		134,216		197,981		228,877
42	Contingency and Reserves		-		-		200,000		-		200,000		-
43	Transfers Out		-		200,000	4	200,000		100,000	4	200,000	4	200,000
44	Total Fund 102 Expenditures	\$	2,036,217	Ş	2,465,506	Ş	5,329,055	Ş	1,740,280	\$	5,379,055	\$	5,864,993
	104 CDBG Fund												
46	Revenue		747 000	~	C 40 000	~	400	~	C2 050		400		
47	Intergovernmental	\$	717,326		642,223		469,557		63,859		469,557		441,451
48	Total Fund 104 Revenues	\$	717,326	Ş	642,223	Ş	469,557	Ş	63,859	Ş	469,557	Ş	441,451
49	Expenses	+		-		4		4		4		4	070.005
50	Operating	\$	326,035	Ş	577,792	Ş	289,198	Ş	342,116	Ş	289,198	Ş	276,950
51	Transfers Out		391,291		64,431		180,359		50,554		180,359		164,501
52	Total Fund 104 Expenditures	\$	717,326	Ş	642,223	Ş	469,557	Ş	392,670	Ş	469,557	Ş	441,451
	105 Parkland Expansion Fund												
54	Revenue		202 72 3		00171	ć	050.000	<i>.</i>	506 075	ć	050.005	<i>.</i>	001 107
55	Charges for Service	\$	388,764	Ş	804,741	Ş	950,000	Ş	596,379	Ş	950,000	Ş	991,467
					of 7								



			Nove	emk	per 2, 2022								
Line	By Fund										2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	4	Actual YTD		Estimated	Re	commended
56	Fines and Forfeitures		1,835		2,258		2,500		1,195		2,500		2,500
57	Interest		11,054		4,659		6,173		2,467		3,959		11,349
58	Total Fund 105 Revenues	\$	401,654	\$	811,658	\$	958,673	\$	600,041	\$	956,459	\$	1,005,316
59	Expenses												
60	Transfers Out	\$	838,477		449,767		1,464,792		76,048	\$	1,364,792		689,792
61	Total Fund 105 Expenditures	\$	838,477	Ş	449,767	Ş	1,464,792	Ş	76,048	\$	1,364,792	Ş	689,792
	106 Lodgers Tax Increase Fund												
<b>63</b> 64	Revenue Taxes	\$	1,072,214	ć	1,886,959	ć	1,864,218	ć	1,533,224	ć	2,213,733	ć	2,412,969
65	Interest	Ş	1,072,214	Ş	1,880,959	Ş	1,004,210	Ş	1,555,224 391	\$	2,215,755	Ş	2,412,909
66	Total Fund 106 Revenues	\$	1,072,214	\$	1,888,839	Ś	1,864,218	\$	1,533,614	\$	2,214,360	Ś	2,412,969
67	Expenses	Ŷ	1,072,214	Ŷ	1,000,000	Ŷ	1,004,110	Ŷ	1,000,014	Ŷ	2,221,000	Ŷ	2,122,505
68	Operating	\$	705,812	Ś	1,026,665	Ś	1,087,461	Ś	675,685	\$	1,378,746	Ś	1,407,565
69	Transfers Out	'	484,305	•	733,332	'	776,758	•	699,109	•	984,819		1,005,404
70	Total Fund 106 Expenditures	\$	1,190,117	\$	1,759,997	\$	1,864,219	\$	1,374,793	\$	2,363,565	\$	2,412,969
71	107 First Responder Tax Fund												
72	Revenue												
73	Taxes	\$	7,927,408	\$	10,850,494	\$	11,192,539	\$	7,932,131	\$	11,735,249	\$	12,339,235
74	Intergovernmental		-		-		1,750,804		-		1,606,650		2,306,610
75	Interest		-		42,299		-		14,788		23,728		79,953
76	Total Fund 107 Revenues	\$	7,927,408	\$	10,892,793	\$	12,943,343	\$	7,946,919	\$	13,365,627	\$	14,725,798
77	Expenses												
78	Labor and Benefits	\$	734,664	Ş	2,571,412	Ş		\$	3,313,582	Ş	8,068,979	Ş	7,913,894
79	Operating		317,945		74,187		1,074,524		662,556		1,288,692		1,867,094
80	Interfund Charges		(25,102)		135,369		447,329		269,585		447,329		921,353
81 82	Capital Outlay Transfers Out		628,288		(3,386)		180,900		16,154		1,900,423		-
83	Total Fund 107 Expenditures	Ś	4,674,546 <b>6,330,341</b>	ć	6,852,083	ć	1,108,982 <b>10,880,714</b>	Ś	832,085 <b>5,093,962</b>	ć	1,667,572 13,372,995	\$	2,639,692 <b>13,342,033</b>
	110 Conservation Trust Fund	Ş	0,550,541	Ş	9,029,004	Ş	10,000,714	Ş	5,055,502	Ş	13,372,333	Ş	13,342,033
85	Revenue												
86	Intergovernmental	\$	662,347	Ś	788,497	Ś	880,000	Ś	616,524	Ś	880,000	Ś	906,400
87	Interest	Ŧ	2,237	Ŧ	2,155	Ŧ	2,096	Ŧ	566	Ŧ	908	Ŧ	1,649
88	Total Fund 110 Revenues	\$	664,584	\$	790,652	\$	882,096	\$	617,090	\$	880,908	\$	908,049
89	Expenses												
90	Transfers Out	\$	715,052	\$	777,985	\$	879,061	\$	326,228	\$	879,061	\$	942,564
91	Total Fund 110 Expenditures	\$	715,052	\$	777,985	\$	879,061	\$	326,228	\$	879,061	\$	942,564
	111 Cannabis Sales Tax Fund												
93	Revenue												
94	Taxes	\$	-	\$	-	\$	1,015,000	\$		\$		\$	1,884,375
95	Licenses and Permits		-		-		-		120,000		167,500		75,000
96	Charges for Service		-		-		-		1,500		-		-
97	Interest		-		-		-		163		261	~	18,094
98	Total Fund 111 Revenues	\$	-	\$	-	\$	1,015,000	Ş	121,663	Ş	167,761	Ş	1,977,469
<b>99</b> 100	Expenses Operating	ć		\$		\$		\$	1,610	ć		\$	
100	Transfers Out	\$	-	Ş	-	ç	- 1,000,000	ډ	1,010	Ş	- 105,000	ډ	- 113,364
101 102	Total Fund 111 Expenditures	\$	-	\$	-	\$		¢	-	\$	105,000 105,000	Ś	113,364 113,364
	114 American Rescue Plan Fund	Ļ	-	Ŷ		ç	1,000,000	Ŷ	-	Ŷ	105,000	Ŷ	113,304
104	Revenue												
105	Intergovernmental	\$	-	\$	-	\$	5,242,304	Ś	5,242,304	Ś	5,242,304	Ś	-
106	Interest	7	-	7	21,402	7		Ŧ	37,492	7	-,,	Ŧ	167,617
107	Total Fund 114 Revenues	\$	-	\$	21,402	\$	5,242,304	\$	5,279,796	\$	5,242,304	\$	167,617
107	Expenses												
108	Operating	\$	-	\$	-	\$	-	\$	410,469	\$	410,469	\$	-
109	Transfers Out		-		-		-		976,661		976,661		-
													·



			Nove	emt	per 2, 2022								
Line	By Fund										2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Re	commended
110	Total Fund 114 Expenditures	\$	-	\$	-	\$	-	\$	1,387,130	\$	1,387,130	\$	-
111	115 Public Safety Impact Fee Fund					-							
112	Revenue												
113	Charges for Service	\$	-	\$	-	\$	486,062	\$	259,214	\$	486,062	\$	379,908
114	Total Fund 115 Revenues	\$	-	\$	-	\$	486,062	\$	259,214	\$	486,062	\$	379,908
115	116 Affordable Housing Fund												
116	Revenue												
117	Taxes	\$		\$		\$	-	\$	-	\$		\$	1,063,000
118	Total Fund 116 Revenues	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,063,000
119	Expenses												
120	Transfers Out	\$		\$		\$		\$	-	\$	-	\$	1,063,000
121	Total Fund 114 Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,063,000
122	201 Sales Tax CIP Fund												
123	Revenue												
124	Taxes	Ş	13,398,813	Ş	16,093,214	Ş		Ş		\$		Ş	18,330,203
125	Charges for Service		146,808		168,893		85,000		51,714		85,000		85,000
126	Intergovernmental		1,732,981		378,752		1,953,679		1,031,126		2,100,145		1,927,059
127 128	Interest Other		32 4,734,039		3,222 4,965,717		- 480,000		408 39,246		126,978 530,000		65,712 840,000
128	Capital Proceeds		4,734,039		4,903,717 9,887,641		480,000		99,400		99,400		550,000
130	Transfers In		9,154,345		17,550,088		4,840,105		1,548,200		7,457,529		2,561,921
130	Total Fund 201 Revenues	¢	<b>29,167,017</b>	¢	<b>49,047,527</b>	¢		ć	14,541,742	ć	<b>27,847,042</b>	\$	<b>24,359,895</b>
132	Expenses	Ŷ	25,107,017	Ŷ	45,047,527	Ŷ	23,003,345	Ŷ	14,341,742	Ŷ	27,047,042	Ŷ	24,333,033
133	Labor and Benefits		-		1,217		-		-		-		-
134	Operating		4,230,353		3,578,427		2,703,790		2,808,891		2,803,790		5,244,538
135	Capital Outlay		16,590,095		17,241,505		17,214,303		18,111,554		37,427,716		17,835,146
136	Contingency and Reserves		-		-		1,842,436		-		-		-
137	Transfers Out		7,411,266		8,480,402		7,019,688		3,375,688		7,019,688		7,514,386
138	Total Fund 201 Expenditures	\$	28,231,713	\$	29,301,551	\$	28,780,217	\$	24,296,133	\$	47,251,194	\$	30,594,070
139	202 Storm Drainage Fund												
140	Revenue												
141	Charges for Service	\$	19,982	\$	18,259	\$	15,000	\$	8,263	\$	15,000	\$	15,000
142	Interest		-		-		-		-		644		1,138
143	Other		-		-		-		-		-		300,000
144	Transfers In		-		430,082		500,000		5,844		500,000		1,500,000
145	Total Fund 202 Revenues	Ş	19,982	Ş	448,341	Ş	515,000	Ş	14,107	Ş	515,644	Ş	1,816,138
146	Expenses Operating	ć		\$	16,037	ć		\$		\$		\$	
147 148	Capital Outlay	\$	- 5,000	Ş	430,053	Ş	- 530,000	Ş	- 12,046	Ş	- 530,000	Ş	- 1,830,000
140 149	Total Fund 202 Expenditures	\$	5,000 5,000	¢	<b>4</b> 30,033 <b>446,090</b>	¢	<b>530,000</b>	ć	12,040 12,046	¢	<b>530,000</b>	¢	1,830,000
150	207 Transportation Capacity Fund	Ŷ	3,000	Ŷ	440,050	Ŷ	550,000	Ŷ	12,040	Ŷ	550,000	Ŷ	1,030,000
151	Revenue												
152	Charges for Service	\$	2,426,485	\$	3,946,288	\$	2,700,000	\$	1,522,430	\$	2,700,000	\$	3,805,901
153	Intergovernmental		-		-		-	•	-		400,000	·	1,300,000
154	Interest		238,193		90,445		55,370		232,871		373,653		457,336
155	Other		-		-		150,000		-		-		150,000
156	Capital Proceeds		50,277,796		-		-		-		-		-
157	Transfers In		-		23,285		-		-		-		-
158	Total Fund 207 Revenues	\$	52,942,474	\$	4,060,018	\$	2,905,370	\$	1,755,302	\$	3,473,653	\$	5,713,237
159	Expenses												
160	Operating	\$	477,847	\$	38,358	\$		\$	4,700	\$	18,500	\$	-
161	Capital Outlay		884,177		3,824,433		27,738,000		4,397,212		22,139,990		25,089,619
162	Transfers Out		200,000		200,000		200,000		100,000		200,000		200,000
163	Total Fund 207 Expenditures	\$	1,562,023	Ş	4,062,790	Ş	27,938,000	\$	4,501,912	\$	22,358,490	\$	25,289,619
164	301 Water Fund												



		Nove	emk	oer 2, 2022					
Line	By Fund						2022		
Item	By Department	2020		2021	2022	2022	Year End		2023
Ref #	By Classification	Actual		Actual	Adopted	 Actual YTD	Estimated	Re	commended
165	Revenue								
166	Charges for Service	\$ 8,389,811	\$	8,583,342	\$ 8,692,280	\$ 6,788,876	\$ 8,692,280	\$	9,130,969
167	Intergovernmental	114,439		1,041,999	37,500	153,919	337,500		646,449
168	Interfund Revenue	784,527		862,307	838,479	451,174	838,479		860,628
169	Interest	72,032		40,606	34,800	33,764	53,289		153,259
170	Other	50,718		62,561	58,512	33,396	58,512		65,462
171	Capital Proceeds	215,340		409,197	10,714,000	226,100	15,214,000		214,000
172	Transfers In	541,345		252,815	-	-	-		-
173	Total Fund 301 Revenues	\$ 10,168,211	\$	11,252,827	\$ 20,375,571	\$ 7,687,230	\$ 25,194,060	\$	11,070,767
174	Expenses								
175	Labor and Benefits	\$ 3,122,356	\$	3,269,792	\$ 3,628,612	\$ 2,352,619	\$ 3,628,612	\$	4,090,545
176	Operating	1,080,918		1,055,928	1,318,557	892,184	1,318,557		1,485,487
177	Interfund Charges	1,490,635		1,558,843	1,656,926	995,307	1,656,926		1,814,708
178	Capital Outlay	3,905,605		5,571,834	15,430,000	7,486,999	17,394,540		3,710,000
179	Debt Service	637,313		635,254	1,002,306	465,610	633,640		844,377
180	Transfers Out	54,675		-	-	-	-		-
181	Total Fund 301 Expenditures	\$ 10,291,502	\$	12,091,649	\$ 23,036,401	\$ 12,192,718	\$ 24,632,275	\$	11,945,117
182	302 Solid Waste Removal Fund								
183	Revenue								
184	Charges for Service	\$ 4,785,582	\$	5,076,318	\$ 5,080,000	\$ 3,776,135	\$ 5,180,000	\$	5,321,862
185	Intergovernmental	-		-	-	33,721	-		89,600
186	Interest	17,992		11,432	8,404	11,678	18,738		34,406
187	Total Fund 302 Revenues	\$ 4,803,573	\$	5,087,750	\$ 5,088,404	\$ 3,821,534	\$ 5,198,738	\$	5,445,868
188	Expenses								
189	Labor and Benefits	\$ 1,049,721	\$	1,104,722	\$ 1,275,625	\$ 1,195,062	\$ 1,598,168	\$	2,286,694
190	Operating	1,561,772		1,672,686	1,825,245	760,278	1,482,379		1,906,183
191	Interfund Charges	1,678,119		1,425,222	1,515,858	903,477	1,522,744		1,846,877
192	Capital Outlay	76,725		-	32,000	389,637	421,637		100,000
193	Debt Service	96,991		99,610	-	-	-		-
194	Transfers Out	194,098		200,000	220,000	220,000	220,000		220,000
195	Total Fund 302 Expenditures	\$ 4,657,426	\$	4,502,239	\$ 4,868,728	\$ 3,468,455	\$ 5,244,928	\$	6,359,754
196	303 Grand Junction Convention Center Fund								
197	Revenue								
198	Charges for Service	\$ 145	\$	2,096	\$ 25,000	\$ 732	\$ 25,000	\$	25,000
199	Intergovernmental	391,007		111,699	206,761	127,632	206,761		227,884
200	Transfers In	200,000		200,000	200,000	100,000	200,000		200,000
201	Total Fund 303 Revenues	\$ 591,152	\$	313,795	\$ 431,761	\$ 228,364	\$ 431,761	\$	452,884
202	Expenses								
203	Operating	\$ 314,986	\$	184,427	\$ 225,000	\$ 249,990	\$ 225,000	\$	225,600
204	Interfund Charges	178,358		164,041	206,761	120,611	206,761		227,284
205	Capital Outlay	127,237		-	-	-	-		-
206	Total Fund 303 Expenditures	\$ 620,582	\$	348,468	\$ 431,761	\$ 370,601	\$ 431,761	\$	452,884
207	305 Golf Courses Fund								
208	Revenue								
209	Charges for Service	\$ 2,120,337	\$	2,274,395	\$ 2,281,150	\$ 1,892,653	\$ 2,281,150	\$	2,483,710
210	Interest	1,690		3,490	-	2,817	4,519		10,618
211	Other	12,980		14,976	18,720	11,487	18,720		14,400
212	Transfers In	120,000		120,000	120,000	60,000	120,000		120,000
213	Total Fund 305 Revenues	\$ 2,255,007	\$	2,412,861	\$ 2,419,870	\$ 1,966,957	\$ 2,424,389	\$	2,628,728
214	Expenses								
215	Labor and Benefits	\$ 871,908	\$	877,861	\$ 863,125	\$ 672,078	\$ 863,125	\$	974,596
216	Operating	681,265		693,552	806,640	555,008	806,640		876,106
217	Interfund Charges	482,207		482,015	597,482	346,652	597,482		731,196
218	Debt Service	87,797		87,797	87,798	-	87,798		87,798
219	Total Fund 305 Expenditures	\$ 2,123,178	\$	2,141,225	\$ 2,355,045	\$ 1,573,738	\$ 2,355,045	\$	2,669,696
		, ,,_,,		, ,===#	,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,		, ,



			Nove	emb	er 2, 2022								
Line	By Fund										2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	A	Actual YTD		Estimated	Re	commended
220	308 Parking Authority Fund												
221	Revenue												
222	Charges for Service	\$	383,768	\$	466,252	\$	500,150	\$	360,510	\$	500,150	\$	479,635
223	Fines and Forfeitures		143,700		190,558		190,000		110,574		190,000		220,000
224	Interest		8,814		4,990		4,149		3,457		5,547		13,220
225	Other	ć	55,230	~	61,515	ć	56,850	~	71,515	ć	56,850	<i>.</i>	76,340
226 227	Total Fund 308 Revenues	\$	591,511	Ş	723,316	Ş	751,149	Ş	546,056	Ş	752,547	Ş	789,195
228	Expenses Labor and Benefits	\$	181,959	ć	150,873	ć	184,236	ć	133,580	ć	184,236	ć	328,384
220	Operating	ڔ	92,594	ڔ	115,765	ڔ	151,499	ڔ	132,292	Ļ	151,499	Ļ	159,500
230	Interfund Charges		97,699		89,485		108,581		74,305		108,581		118,668
231	Debt Service		218,375		243,767		243,228		-		243,228		243,768
232	Total Fund 308 Expenditures	\$	590,627	\$	599,890	\$	687,544	\$	340,176	\$	687,544	\$	850,320
233	309 Ridges Irrigation Fund			·				·					, Internet
234	Revenue												
235	Charges for Service	\$	309,307	\$	330,755	\$	336,142	\$	262,336	\$	336,142	\$	362,398
236	Interest		1,106		764		414		609		978		1,705
237	Capital Proceeds		1,560		2,600		176,500		1,560		176,500		1,300
238	Transfers In		48,775		-		-	-	-		-		-
239	Total Fund 309 Revenues	\$	360,748	\$	334,120	\$	513,056	\$	264,506	\$	513,620	\$	365,403
240	Expenses	4	400.005		100 000	4	407.550	4	~~~~	4	407 550		100.000
241	Labor and Benefits	\$	123,295	Ş	109,639	Ş	127,553	Ş	82,904	Ş	127,553	Ş	123,339
242	Operating		36,128		47,222		23,826		13,730		23,826		59,970
243 244	Interfund Charges Capital Outlay		147,160 27,862		147,619 29,254		171,483 205,000		99,762 13,818		171,483 245,649		160,469 10,000
244	Debt Service		27,002		29,294		10,193		- 15,010		243,049		16,162
246	Total Fund 309 Expenditures	Ś	334,445	Ś	333,735	Ś	538,055	Ś	210,214	Ś	568,511	Ś	369,940
	401 Information Technology Fund		, .		,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-,		,.		
248	Revenue												
249	Charges for Service	\$	76,535	\$	111,077	\$	152,480	\$	-	\$	152,480	\$	110,105
250	Intergovernmental		-		-		-		-		-		-
251	Interfund Revenue		7,478,212		7,514,835		9,004,618		5,102,454		8,721,604		10,323,210
252	Interest		33,171		16,809		17,000		11,244		18,041		27,204
253	Total Fund 401 Revenues	\$	7,587,918	\$	7,642,721	\$	9,174,098	\$	5,113,697	\$	8,892,125	\$	10,460,519
254	Expenses												
255	Labor and Benefits	\$	2,604,029	\$		\$		\$		\$	3,112,094	\$	3,198,767
256	Operating		4,075,226		4,203,662		5,492,950		5,159,451		5,842,950		6,755,369
257	Interfund Charges		255,965		261,930		613,625		210,103		613,625		188,311
258	Capital Outlay		415,576		366,424		800,000		172,302		606,190		1,250,000
259 <b>260</b>	Contingency and Reserves Total Fund 401 Expenditures	ć	7 250 706	ć	7 514 650	ć	10 01/ 051	ć	7 701 286	ć	10,174,859	ć	11 202 //7
	402 Fleet and Equipment Fund	Ş	7,550,750	Ş	7,514,050	Ş	10,014,991	Ş	7,701,580	Ş	10,174,055	Ş	11,352,447
262	Revenue												
263	Charges for Service	\$	949,872	Ś	1,028,231	Ś	942,635	Ś	692,729	Ś	942,635	Ś	950,606
264	Interfund Revenue	Ŧ	6,274,471	Ŧ	5,620,574	Ŧ	7,031,098	Ŧ	4,373,056	Ŧ	7,031,098	Ŧ	6,634,342
265	Interest		41,492		28,632		27,500		19,773		31,727		50,786
266	Other		-		-		-		-		-		-
267	Capital Proceeds		59,680		125,620		50,000		224,429		50,000		100,000
268	Transfers In		209,088		54,535		70,563		44,954		70,563		81,581
269	Total Fund 402 Revenues	\$	7,534,603	\$	6,857,592	\$	8,121,796	\$	5,354,941	\$	8,126,023	\$	7,817,315
270	Expenses												
271	Labor and Benefits	\$	1,141,670	\$	1,322,137	\$		\$	1,021,973	\$		\$	1,654,505
272	Operating		2,012,766		2,475,684		2,446,698		2,096,365		2,446,698		2,810,916
273	Interfund Charges		324,487		265,271		256,490		234,867		256,490		323,620
274	Capital Outlay		2,138,829		3,041,695		4,650,000		1,121,307		4,650,000		4,293,987
					_								



			Nove	emk	oer 2, 2022								
Line	By Fund					_				_	2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted	1	Actual YTD		Estimated	Re	commended
275	Contingency and Reserves		-		-		200,000		-		200,000		-
276	Total Fund 402 Expenditures	\$	5,617,752	\$	7,104,787	\$	8,997,135	\$	4,474,513	\$	8,997,135	\$	9,083,028
	404 Insurance fund												
278	Revenue												
279	Charges for Service	\$	6,297	Ş	4,507	Ş	2,500	Ş	4,728	Ş	2,500	Ş	2,500
280	Intergovernmental		-		-		-		-		-		175,000
281 282	Interfund Revenue Interest		13,396,287 33,537		14,468,713 23,634		15,402,681 15,194		11,844,053 15,613		15,402,681 25,052		17,251,218 58,534
282	Other		703,166		553,010		466,500		422,396		466,500		396,193
284	Transfers In		1,441,009				-00,500		-22,550				
285	Total Fund 404 Revenues	Ś	15,580,295	Ś	15,049,864	\$	15,886,875	Ś	12,286,790	Ś	15,896,733	\$	17,883,445
286	Expenses	Ŧ	,,	Ŧ		Ŧ							
287	Labor and Benefits	\$	711,394	\$	1,416,924	\$	1,662,241	\$	1,066,498	\$	1,662,241	\$	1,548,599
288	Operating	-	12,783,416	-	14,570,742		13,940,995		7,793,878	-	13,940,995		16,582,248
289	Interfund Charges		18,538		10,160		28,377		17,581		28,377		24,627
290	Contingency and Reserves		-		-		600,000		-		600,000		500,000
291	Transfers Out		-		-		-		-		-		-
292	Total Fund 404 Expenditures	\$	13,513,349	\$	15,997,825	\$	16,231,613	\$	8,877,957	\$	16,231,613	\$	18,655,474
	405 Comm Center Fund												
294	Revenue												
295	Charges for Service	\$		\$	2,148,548	Ş	2,236,715	Ş	1,832,644	\$	2,217,124	Ş	2,359,646
296	Intergovernmental		14,703		65,898		35,000		-		35,000		-
297	Interfund Revenue		3,034,656		2,803,531		3,032,115		1,756,256		3,004,039		3,104,320
298 299	Interest Other		10,891 40,611		10,175 90,810		4,166 93,400		6,287 76,100		10,088 93,400		23,877 90,600
300	Transfers In		2,353,445		1,694,167		2,081,222		848,873		2,081,222		2,437,898
301	Total Fund 405 Revenues	\$	7,555,682	Ś	6,813,129	Ś	7,482,618	\$	4,520,160	\$	7,440,873	Ś	8,016,341
302	Expenses	Ŧ	.,	Ŧ	0,010,110	Ŧ	,,,	Ŧ	.,,	Ŧ	.,,	Ŧ	0,010,011
303	Labor and Benefits	\$	4,461,407	\$	4,547,809	\$	5,359,171	\$	3,509,749	\$	5,359,171	\$	5,755,425
304	Operating		707,521		437,662		474,562		280,552		474,562		507,521
305	Interfund Charges		1,629,728		1,483,397		1,496,499		875,515		1,496,499		1,646,005
306	Capital Outlay		168,355		396,532		690,000		491,451		770,248		530,000
307	Total Fund 405 Expenditures	\$	6,967,012	\$	6,865,401	\$	8,020,232	\$	5,157,267	\$	8,100,480	\$	8,438,951
308	406 Facilities Management Fund												
309	Revenue												
310	Charges for Service	Ş	161	Ş	6,346	Ş	-	\$		\$	2,530	Ş	-
311	Interfund Revenue		2,720,409		2,813,621		3,091,847		1,803,577		3,091,847		3,718,698
312	Interest		-		578		-		147		236		348
313	Other Total Fund 406 Revenues	ć	25,184	÷	17,996	÷	17,760	4	11,860	÷	17,760	~	17,760
314 315	Expenses	Ş	2,745,754	Ş	2,838,540	Ş	3,109,607	Ş	1,818,114	Ş	3,112,373	Ş	3,736,806
315	Labor and Benefits	\$	510,755	¢	596,870	¢	676,409	¢	442,289	¢	676,409	ć	874,390
317	Operating	ڔ	2,159,806	Ļ	2,111,186	Ļ	2,248,927	ڔ	1,451,727	Ļ	2,231,387	Ļ	2,554,249
318	Interfund Charges		185,849		238,893		202,598		119,798		202,598		308,167
319	Total Fund 406 Expenditures	Ś	2,856,409	Ś	2,946,949	Ś		Ś	2,013,814	Ś	3,110,394	Ś	3,736,806
	610 General Debt Service Fund	í	, , , , , , , , , , , , , , , , , , , ,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, ,		, ,,		, ,,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
321	Revenue												
322	Intergovernmental	\$	16,932	\$	-	\$	-	\$	-	\$	-	\$	-
323	Interest		233		-		-		-		-		-
324	Capital Proceeds		14,740,000		-		-		-		-		-
325	Transfers In		6,442,344		6,794,876		6,799,688		3,399,844		6,799,688		6,294,386
326	Total Fund 610 Revenues	\$	21,199,508	\$	6,794,876	\$	6,799,688	\$	3,399,844	\$	6,799,688	\$	6,294,386
327	Expenses												
328	Operating Delta Casa inc	\$	86,612	\$	3,500	\$	4,500	\$	3,000	\$	4,500	Ş	4,000
329	Debt Service		21,476,766		6,790,376		6,795,188		4,410,115		6,795,188		6,291,928
					<b>6</b> -								



13		_	NOVE	=1116	oer 2, 2022	_		_		_	2022	_	
Line	By Fund		2020		2021		2022		2022		2022 Voor End		2022
Item Ref #	By Department By Classification		2020 Actual		2021 Actual		2022 Adopted		2022 Actual YTD		Year End Estimated		2023
	-												ecommended
330	Total Fund 610 Expenditures	Ş	21,563,378	\$	6,793,876	\$	6,799,688	\$	4,413,115	Ş	6,799,688	\$	6,295,928
331 332	614 GJ Public Finance Corp Fund												
333	Revenue Interest	\$	12,721	ć		\$		\$		\$		\$	
334	Other	Ş	300,000	Ş	400,000	Ş	400,000	Ş	400,000	Ş	400,000	Ş	- 400,000
335	Capital Proceeds		300,000		5,086,873		400,000		400,000		400,000		400,000
336	Transfers In		204,427		848,430		300,879		150,440		300,879		293,582
337	Total Fund 614 Revenues	\$	517,148	Ś	6,335,303	Ś	700,879	Ś	550,440	¢	700,879	Ś	693,582
338	Expenses	Ŷ	517,110	Ŷ	0,000,000	Ŷ	100,015	Ŷ	556,110	Ŷ	100,015	Ŷ	050,502
339	Operating	\$	-	\$	67,393	Ś	1,500	Ś	-	\$	1,500	Ś	1,500
340	Debt Service	Ŧ	530,406	Ŧ	6,261,691	Ŧ	713,600	Ŧ	207,350	Ŧ	713,600	Ŧ	698,300
341	Total Fund 614 Expenditures	\$	530,406	Ś	6,329,084	Ś	715,100	Ś	207,350	Ś	715,100	Ś	699,800
	615 Riverside Pkwy Debt Retirement	Ŧ	,	+	0,010,000	Ŧ		+	_0,,000	+	0,	Ŧ	
343	Revenue												
344	Interest	\$	69,725	\$	22,413	\$	35,042	\$	2,630	\$	4,221	\$	-
345	Transfers In		632,922		1,305,444		-		-		-		-
346	Total Fund 615 Revenues	\$	702,647	\$	1,327,857	\$	35,042	\$	2,630	\$	4,221	\$	-
347	Expenses												
348	Transfers Out	\$	3,156,000	\$	3,000,000	\$	1,052,447	\$	-	\$	1,013,281	\$	-
349	Total Fund 615 Expenditures	\$	3,156,000	\$	3,000,000	\$	1,052,447	\$	-	\$	1,013,281	\$	-
350	704 Cemetery Perpetual Care Fund												
351	Revenue												
352	Charges for Service	\$	24,037	\$	36,959	\$		\$	29,004	\$	29,004	\$	-
353	Interest		22,693		11,409		10,239		7,977		12,800		11,409
354	Total Fund 704 Revenues	\$	46,729	\$	48,367	\$	10,239	\$	36,981	\$	41,804	\$	11,409
355	Expenses												
356	Transfers Out	\$	29,600		10,240		•	\$		\$	10,239		11,409
357	Total Fund 704 Expenditures	\$	29,600	Ş	10,240	Ş	10,239	Ş	-	\$	10,239	Ş	11,409
	900 Joint Sewer Fund												
359	Revenue	ć	14 406 200	ć	14 620 221	ć	15 242 660	ć	10.050.420	ć	15 242 660	ć	10 001 547
360	Charges for Service	Ş	14,406,309	Ş	14,629,231	Ş	15,243,668	Ş	10,859,439	Ş	15,243,668	Ş	16,031,547
361	Intergovernmental		540,000		-		-		-		-		-
362	Fines and Forfeitures		1,250		-		1,000		500		1,000		1,000
363	Interfund Revenue		137,976		162,777		174,154		15,611		174,154		179,686
364	Interest		435,459		279,435		271,700		171,749		274,926		539,665
365	Other		26,859		28,122		-		644		644		-
366	Capital Proceeds	<u>,</u>	3,932,766	<i>.</i>	5,809,126	<i>.</i>	3,392,350	<i>c</i>	2,464,215	<i>.</i>	3,392,350	<i>.</i>	3,570,336
367	Total Fund 900 Revenues	Ş	19,480,618	Ş	20,908,691	Ş	19,082,872	Ş	13,512,158	Ş	19,086,742	Ş	20,322,234
368	Expenses	ć	2 644 242	ć	2 765 424	ć	4 200 020	ć	2 0 / 1 1 5 2	ć	4 200 020	ć	4 770 242
369	Labor and Benefits	Ş	3,644,242	Ş	3,755,434	Ş	4,296,930	Ş	2,841,152	Ş	4,296,930	Ş	4,770,243
370	Operating		1,945,732		1,583,929		1,627,912		1,196,119		1,706,127		2,153,052
371	Interfund Charges		2,529,436		2,557,296		2,710,858		1,557,877		2,710,858		3,017,581
372	Capital Outlay		3,033,951		5,848,205		22,839,500		3,418,196		26,399,509		17,855,520
373	Debt Service		596,884		597,802		595,749		595,749		595,749		602,085
374	Transfers Out	<u>,</u>	27,247	<i>.</i>	-	<i>.</i>	-	<i>.</i>	-	<i>.</i>	-	<i>.</i>	-
375	Total Fund 900 Expenditures		11,777,492		14,342,667			\$	9,609,093		35,709,173		28,398,481
376	Total Revenues		282,102,778		259,992,929		250,220,160		168,611,895		264,773,026		261,334,094
377	Total Expenditures	Ş	214,843,614	Ş	230,275,364	Ş	292,608,971	Ş :	161,806,537	Ş 3	315,935,422	Ş	296,701,967



# Certificate of Participation ("COP")-Lease Purchase Supplemental Information

The City of Grand Junction has two COP issuances. One for the improvements of the stadium at Lincoln Park/Suplizio Field ("Stadium COP") and the other for public safety facilities ("Public Safety COP") located primarily at 6<sup>th</sup> and Ute. The useful life of the assets that were improved by the COP's extend past the term of the lease agreements.

The Stadium COP is through the Grand Junction Public Finance Corporation with an original issuance of \$7.77 million in COPs in 2010. In the early part of 2021 they were refinanced increasing the principal to \$11.03 million, generating proceeds for Stadium improvements, and extending the term to 2045. The lease payment budgeted in Fund 614 for 2023 is \$698,300. Grand Junction Baseball Inc. partnered in the project and participates in the payment of the lease at \$300,000 per year, and Mesa County School District No. 51 participates in the payment of the lease at \$100,000 per year beginning in 2021. The lease term is through 2045, and the total remaining lease obligations including the 2023 payment referenced above is \$16,041,700.

The Public Safety COP is through Zions First National Bank with an original issuance of \$34.9 million in COP's in 2010. In 2019, the outstanding COPs were re-financed at a lower interest rate with no change in the lease term resulting in significant savings in future total lease obligations. The lease payment budgeted in Fund 610 for 2023 is \$1,995,450. The E911 Regional Communication Center participates in the payment of the lease at \$500,000 per year through the Enhanced 911 Fund. The lease term is through 2040 and the total remaining lease obligation including the 2023 payment referenced above is \$35,966,750.



#### Downtown Development Authority Calendar 2023 Recommended Budget 11/2/2022 PROJECTED **BEGINNING FUND** NON PERSONNEL TOTAL OPERATING Row Labels BALANCES TOTAL REVENUE LABOR OPERATING EXPENSE DEBT SERVICE MAJOR CAPITAL TOTAL EXPENSE TRANSFERS IN TRANSFERS OUT 103 Downtown Development Authority \$ 2,173,717 \$ 1,329,440 \$ 234,543 \$ 970,365 \$ 1,204,908 \$ - \$ - \$ 1,204,908 \$ - \$ 611 DDA TIF Debt Service Fund 2,033,897 2,850,737 581,650 581,650 2,203,292 2,784,942 Total All DDA Funds \$ 4,207,614 \$ 4,180,177 \$ 234,543 \$ 1,552,015 \$ 1,786,558 \$ 2,203,292 \$ **3,989,850** \$ - \$ - \$ -

Total Appropriated DDA Funds \$ 4,239,850

NET SOURCE (USE) OF FUNDS	Contingency Funds	Ne	t Change in Fund Balance	ENDING FUND BALANCE
\$ 124,532	\$ 250,000	\$	(125,468)	\$ 2,048,249
65,795	-		65,795	2,099,692
\$ 190,327	\$ 250,000	\$	(59,673)	\$ 4,147,941



Line	By Fund				72, 2022						2022		
Item	By Department		2020		2021		2022		2022		Year End		2023
Ref #	By Classification		Actual		Actual		Adopted		Actual YTD		Estimated	Po	commended
1	103 Downtown Development Authority		Actual		Actual		Adopted	_			Lotimated	Ne	commended
2	Revenue												
3	Taxes	\$	288,757	¢	289,368	¢	392,836	¢	279,027	¢	288,340	¢	295,534
4	Charges for Service	Ļ	1,954	Ļ	5,038	Ŷ	11,500	Ļ	2,915	Ļ	11,500	Ļ	10,000
5	Intergovernmental		52,990		2,000		11,500		11,000		11,000		10,000
6	Interest		30,467		14,279		14,364		6,896		11,000		22,985
7	Other		1,012,993		1,025,065		1,017,381		982,946		1,017,381		1,000,921
8	Transfers In		1,012,995		1,025,005		1,017,301		562,540		702,289		1,000,921
9	Total Fund 103 Revenues	\$	1 207 161	ć	1,335,750	ć	1 426 091	ć	1,282,785	\$	<b>2,041,575</b>	ć	1,329,440
10	Expenses	Ş	1,387,101	Ş	1,333,730	Ş	1,430,001	Ş	1,202,705	Ş	2,041,575	Ş	1,525,440
10	Labor and Benefits	\$	204,852	ć	138,466	ć	276,964	ć	195,917	ć	276,964	ć	234,543
12	Operating	ç	104,371	ç	1,234,031	ç	1,100,988	ڊ	855,102	ڊ	975,988	ç	927,703
12	Interfund Charges		39,899		39,882		45,068		34,612		45,068		42,662
15	Capital Outlay		134,990		702,289		45,008		54,012		45,008		42,002
14	Contingency and Reserves		134,990		102,209		- 250,000		-		-		250,000
15 16	Total Fund 103 Expenditures	\$	484,112	ć	2,114,669	ć	<b>1,673,020</b>	ć	1 095 621	ć	1 209 020	ć	1,454,908
	203 DDA Capital Improvement Fund	Ş	404,112	Ş	2,114,009	Ş	1,075,020	Ş	1,065,051	Ş	1,298,020	Ş	1,454,906
18	Revenue												
19	Charges for Service	\$	250	ć	_	Ś	_	\$	_	Ś		\$	_
20	Interest	Ļ	117,905	Ļ	_	Ŷ	_	Ļ	_	Ļ	_	Ļ	_
20	Transfers In		-		_				_		-		-
22	Total Fund 203 Revenues	\$	118,155	¢	_	\$	_	\$	_	\$	_	\$	_
23	Expenses	Ļ	118,133	Ļ	-	ç		ç	-	Ļ		ç	-
23	Labor and Benefits	Ś	9,846	Ś	-	Ś	_	Ś	-	Ś	_	Ś	-
24	Operating	Ŷ	1,135,130	Ŷ	-	Ŷ	-	Ŷ	-	Ŷ	-	Ŷ	-
25	Total Fund 203 Expenditures	Ś	1,144,976	Ś	-	\$	-	\$	-	Ś	-	\$	-
-	611 DDA TIF Deb Service Fund	•	_) ,0			Ť						•	
18	Revenue												
19	Taxes	\$	1,502,221	\$	1,465,159	\$	1,561,113	\$	1,458,984	\$	1,503,200	\$	1,387,948
20	Intergovernmental		381,533		261,087	•	589,783	•	-	•	795,374		876,257
21	Interest		16,654		9,492		10,894		13,394		21,491		36,532
22	Capital Proceeds		-		-		-		-		927,289		550,000
22	Total Fund 611 Revenues	\$	1,900,408	\$	1,735,738	\$	2,161,790	\$	1,472,378	\$	3,247,354	\$	2,850,737
23	Expenses												
24	Operating	\$	26,214	\$	11,089	\$	28,350	\$	26,401	\$	258,600	\$	581,650
25	Debt Service		1,678,937		1,651,410		1,651,275		825,053		2,580,564		2,203,292
26	Transfers Out		-		-		-		-				-
27	Total Fund 611 Expenditures	\$	1,705,151	\$	1,662,499	\$	1,679,625	\$	851,454	\$	3,541,453	\$	2,784,942
28	Total DDA Expenditures	\$	3,334,239					\$	1,937,085			\$	4,239,850
23 24 25 26 27	Expenses Operating Debt Service Transfers Out Total Fund 611 Expenditures	\$	26,214 1,678,937 - <b>1,705,151</b>	\$ <b>\$</b>	11,089 1,651,410	\$ <b>\$</b>	28,350 1,651,275 - <b>1,679,625</b>	\$ <b>\$</b>	26,401 825,053 	\$ <b>\$</b>	258,600 2,580,564 702,289 <b>3,541,453</b>	\$ <b>\$</b>	581, 2,203, <b>2,784,</b>

# ORDINANCE NO.

# AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023

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

**SECTION 1.** That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2023, and ending December 31, 2023, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	A	ppropriation
General Fund	100	\$	101,849,377
Enhanced 911 Fund	101	\$	2,908,700
Visit Grand Junction Fund	102	\$	5,864,993
D.D.A. Operations	103	\$	1,454,908
CDBG Fund	104	\$	441,451
Parkland Expansion Fund	105	\$	689,792
Lodgers Tax Increase Fund	106	\$	2,412,969
First Responder Tax Fund	107	\$	13,342,033
Conservation Trust Fund	110	\$	942,564
Cannabis Sales Tax Fund	111	\$	113,364
Affordable Housing Fund	116	\$	1,063,000
Sales Tax CIP Fund	201	\$	30,594,070
Storm Drainage Fund	202	\$	1,830,000
Transportation Capacity Fund	207	\$	25,289,619
Water Fund	301	\$	11,945,117
Solid Waste Removal Fund	302	\$	6,359,754
Grand Junction Convention Center Fund	303	\$	452,884
Golf Courses Fund	305	\$	2,669,696
Parking Authority Fund	308	\$	850,320
Ridges Irrigation Fund	309	\$	369,940
Information Technology Fund	401	\$	11,392,447
Fleet and Equipment Fund	402	\$	9,083,028
Insurance Fund	404	\$	18,655,474
Communication Center Fund	405	\$	8,438,951
Facilities Management Fund	406	\$	3,736,806
General Debt Service Fund	610	\$	6,295,928
D.D.A. T.I.F. Debt Service	611	\$	2,784,942
GJ Public Finance Corp Fund	614	\$	699,800
Cemetery Perpetual Care Fund	704	\$	11,409
Joint Sewer Operations Fund	900	\$	28,398,481

**SECTION 2.** The documentation of the proposed revenue and expenses prepared and maintained by the Finance Director in support of the budget and appropriation ordinance, including and pursuant to Article VII, Paragraph 57 regarding the setting of the City Manager's salary with Ordinance 5083 are incorporated by and made part of this ordinance by this reference as if fully set forth. Furthermore, Ordinance 5085 setting the salaries of the Municipal Judge and the City Attorney are incorporated by and made part of this ordinance by this reference as if fully set forth.

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 2nd day of November 2022.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022

President of the Council

Attest:

City Clerk