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**CITY COUNCIL AGENDA
WEDNESDAY, OCTOBER 2, 2024
250 NORTH 5TH STREET - AUDITORIUM
5:30 PM – REGULAR MEETING**

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming October as Arts and Humanities Month in the City of Grand Junction

Proclaiming October 6-12, 2024 as Fire Prevention Week in the City of Grand Junction

Appointments

To the Forestry Board

To the Historic Preservation Board

Public 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.

The public has four options to provide Public 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, October 2, 2024 or 4) submitting comments [online](#) until noon on Wednesday, October 2, 2024 by completing this form. Please reference the agenda item and all comments will be forwarded to City Council.

City Manager Report

Boards and Commission Liaison 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. Minutes of the September 16, 2024, Special Meeting
- b. Summary of the September 16, 2024, Workshop
- c. Minutes of the September 18, 2024, Regular Meeting
- d. Minutes of the September 18, 2024, Special Meeting Executive Session

2. Set Public Hearings

- a. Legislative
 - i. Introduction of an Ordinance Regarding the City of Grand Junction Procurement Policy and Setting a Public Hearing for October 16, 2024
 - ii. Introduction of an Ordinance Concerning the Salary of the City Manager and Setting a Public Hearing for October 16, 2024

3. Procurements

- a. Sole Source Purchase Access Control (Security) Hardware Installation and Software Programming for Multiple City Buildings

4. Resolutions

- a. A Resolution Authorizing an Easement on City-owned Property at 1351 Riverfront Loop (Las Colonias)
- b. A Resolution Authorizing the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs (DOLA) for the Local Planning Capacity Grant Program

REGULAR AGENDA

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

5. Public Hearings

- a. Legislative

- i. An Ordinance for Supplemental Appropriations

6. Procurements

- a. Discussion and Consideration of an Agreement for the Construction of a Materials Recovery Facility

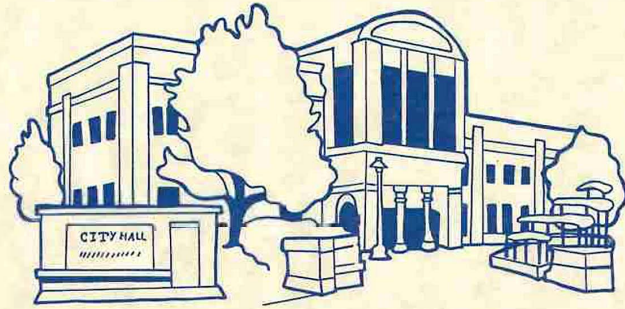
7. Non-Scheduled Comments

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

- a. Consideration of Lease Amendments, 2024 Rent Abatement and Approval for Additional 2025 Fireworks Displays

9. Adjournment



City of Grand Junction, State of Colorado

Proclamation

Whereas, Arts and Humanities is an integral part of the communities throughout this country, including the City of Grand Junction; and

Whereas, The Grand Junction area represents hundreds of arts and cultural organization which celebrate the value and importance of arts in culture within the community contributing to the quality of life and economic wellbeing of Grand Junction and the region; and

Whereas, the arts and humanities embody so much of the accumulated wisdom, intellect, and imagination of humankind, and

Whereas, the arts and humanities enhance and enrich the lives of everyone in America, and

Whereas, the arts and humanities play a unique role in the lives of our families, our communities, and our country, and

Whereas, the creative industries remain among the most vital sectors of the American economy - providing new opportunities for developing cities, creating jobs and economic activity within their own industry and across sectors, and making communities attractive to business development, and

Whereas Grand Junction area arts and culture organizations alone generates \$13.2 million in government revenue and \$28.4 million in economic activity (2022) annually by organizations and audiences-including spending by attendees to arts events of \$50.05 per person, per event, beyond the cost of admission on items such as meals, parking, and lodging, making the arts a vital income source for local businesses, and

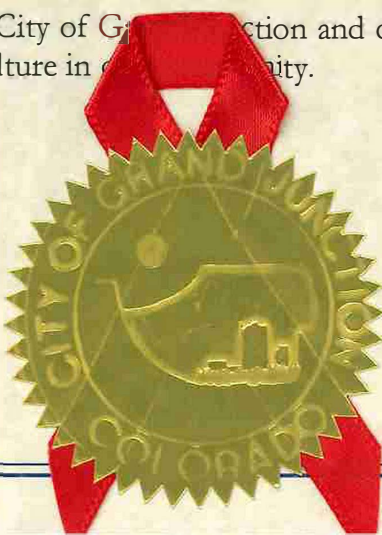
Whereas, America for the Arts has designated October as National Arts and Humanities Month.

NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of October 2024 as

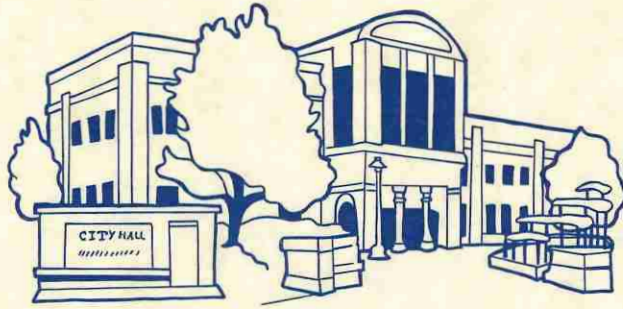
“Arts and Humanities Month”

in the City of Grand Junction and call upon our community members to celebrate and promote the arts and culture in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2nd day of October 2024.



Mayor



City of Grand Junction, State of Colorado

Proclamation

- Whereas,** the City of Grand Junction is committed to ensuring the safety and security of all those living in and visiting Grand Junction; and
- Whereas,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and
- Whereas,** home fires killed more than 2,700 people in the United States in 2022, and fire departments in the United States responded to 360,000 home fires;
- Whereas,** roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and
- Whereas,** more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and
- Whereas,** City of Grand Junction first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and
- Whereas,** The 2024 Fire Prevention Week theme “Smoke Alarms: Make them work for you.” Serves to remind us of the importance having working smoke alarms in the home. effectively reminds us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Abram Herman, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim October 6-12 of 2024 as

“Fire Prevention Week”

In the City of Grand Junction and urge all citizens of Grand Junction to make sure their homes have working smoke alarms during Fire Prevention Week 2024, and to support the many public safety activities and efforts of the City of Grand Junction’s Fire and Emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 2nd of October 2024.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: October 2, 2024
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Forestry Board

RECOMMENDATION:

To appoint the interview committee's recommendation to the Forestry Board.

EXECUTIVE SUMMARY:

There are five full-term vacancies on the Forestry Board.

BACKGROUND OR DETAILED INFORMATION:

William Cooper, Brandon Kanwischer, Daniel Komlo, Mollie Higginbotham, and Mollie Freilicher have terms expiring November 30, 2024. Applications were received from Tanya Travis, Earl Perry, Mollie Freilicher, George Gazdik, William Cooper, and Daniel Komlo.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (reappoint/not reappoint) and (appoint/not appoint) the interview committee's recommendation to the Forestry Board.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: October 2, 2024
Presented By: Selestina Sandoval, City Clerk
Department: City Clerk
Submitted By: Kerry Graves

Information

SUBJECT:

To the Historic Preservation Board

RECOMMENDATION:

To appoint the interview committee's recommendation to the Historic Preservation Board.

EXECUTIVE SUMMARY:

There is one partial-term vacancy on the Historic Preservation Board.

BACKGROUND OR DETAILED INFORMATION:

Christine Noel resigned February 9, 2023.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

To (appoint/not appoint) the interview committee's recommendation to the Historic Preservation Board.

Attachments

None

GRAND JUNCTION CITY COUNCIL
Minutes of the Special Meeting
September 16, 2024

Call to Order:

The Special Meeting of the City Council was convened at 5:24 p.m. in-person at the Fire Department Training Room, 625 Ute Avenue and live-streamed via GoTo Webinar.

Councilmembers Cody Kennedy, Jason Nguyen, Dennis Simpson, and Mayor Abram Herman were present in person. Councilmember Scott Beilfuss and Mayor Pro Tem Randall Reitz appeared virtually. Councilmember Anna Stout was absent.

Also present were City Attorney John Shaver, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

REGULAR AGENDA

1. Resolutions

- a. Consideration and Possible Approval of a Resolution Naming a Finalist for the Position of City Manager and Authorizing the City Attorney, the Human Resources Director, and Raftelis Consulting Company to Make a Conditional Offer of Employment

Councilmember Simpson moved and Councilmember Kennedy seconded to adopt Resolution No. 66-24, a resolution naming a finalist for the position of City Manager (Mike Bennett) and authorizing the City Attorney, the Human Resources Director and Raftelis Consulting Company to make a conditional offer of employment.

Motion carried by unanimous voice vote.

2. Adjournment

The Special Meeting adjourned at 5:28 p.m.



Selestina Sandoval, CMC

City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY **September 16, 2024**

Meeting Convened: 5:35 p.m. The meeting was in-person at the Fire Department Training Room, 625 Ute Avenue, and live-streamed via GoTo Webinar.

City Councilmembers Present: Councilmembers Cody Kennedy, Jason Nguyen, Dennis Simpson, and Mayor Abram Herman appeared in person. Councilmembers Scott Beilfuss, Anna Stout and appeared virtually. Mayor Pro Tem Randall Reitz was absent.

Staff present: Interim City Manager Andrea Phillips, City Attorney John Shaver, Chief of Police Matt Smith, Assistant to the City Manager Johnny McFarland, Engineering and Transportation Director Trent Prall, Community Development Director Tamra Allen, Mobility Planner Henry Brown, Housing Manager Ashley Chambers, Deputy City Clerk Misty Williams, and City Clerk Selestina Sandoval.

1. Discussion Topics

a. Animal Control Services Update

Chief of Police Matt Smith presented an update to Council on the animal control services project.

Beginning January 1, 2025, Mesa County will no longer be providing animal control services. Because of this, the City of Grand Junction will be assuming those responsibilities for the community.

Aside from labor costs and sheltering costs, additional costs in setting up the program and preparing for the January 1, 2025, start date of the program include:

- Ordering a truck and up-fitting it for cage
- Ordering uniforms and supplies
- Training programs
- Software

Chief Smith answered questions from Councilmember Kennedy and Mayor Herman regarding the program, and the estimated time frame expected for completion.

b. Housing Strategy Update

Housing Manager Ashley Chambers and Root Policy Research representative Mollie Fitzpatrick presented an update on the housing strategy to City Council to provide an overview of housing data, and present preliminary recommendations that could help refine the City's Housing Strategies.

Ms. Chambers and Ms. Fitzpatrick discussed the two public forums that were held to determine future steps for the housing strategy. On September 3, 2024, Root Policy and City of Grand Junction staff hosted a public meeting to present an overview of these preliminary recommendations. Another meeting was held on September 4, 2024, to obtain additional information.

Key feedback points from both sessions included:

- Evaluating process improvements and timelines to streamline development approvals.
- Continuing to monitor and adapt innovative best practices in zoning for affordability.
- Enhancing cross-departmental collaboration to assess how decisions in other areas may impact the affordability of existing housing stock and new development.
- Exploring the potential of offering incentives for attainable housing.

Root Policy reviewed the housing data and presented the preliminary recommended Housing Strategies and proposed timelines, seeking City Council's feedback on the next steps.

c. Impact Fee Study Project Update

Interim City Manager Andrea Phillips, Community Development Director Tamra Allen, TischlerBise representatives Carson Bise and Julie Herlands presented an update on the Impact Fee Study project.

The Grand Junction Municipal Code requires the City to update its impact fee study once every five years. The City's last fee study for transportation, police, fire, parks, and municipal facilities was completed in 2019. TischlerBise was contracted to update its fee study and create a nexus study for an affordable housing linkage fee. TischlerBise representatives Mr. Bise and Ms. Herlands provided an update on the progress of the impact fee study, including preliminary fees for fire, police, and municipal facilities.

On July 18, 2024, and August 29, 2024, community meetings were held to discuss the impact fees. In addition to those two public meetings, the Stakeholder Group have also met to discuss the project. Calculating impact fees involves determining the cost of development-related capital improvements and allocating those costs equitably to various types of development.

Representatives from TischlerBise were available to answer questions from Council regarding the impact fee study.

d. 7th Street Active Transportation Corridor Facility Discussion

Mobility Planer Henry Brown, Engineering and Transportation Director Trent Prall and Community Development Director Tamra Allen, along with representatives from KLJ Engineering presented information on the 7th Street Active Transportation Corridor study. 7th Street was selected based on several criteria, and completing the corridor would mesh with the Placemaking Category of the City of Grand Junction Strategic Framework, which says "Grand Junction catalyzes projects and investments that emphasize people-centric spaces with inclusive infrastructure that promotes vibrant, multi-use environments to ensure people can comfortably live, recreate, and move throughout our community."

7th Street is the first corridor to be re-evaluated through the lens of the Pedestrian and Bicycle Plan since the plan's adoption in 2023. KLJ Engineering lead the feasibility study and presented on the corridor's existing conditions and their proposed alternatives for various cross-sections from Horizon Drive to the Riverfront Trail at Struthers Avenue. The proposed alternatives aim to balance the Level of Traffic Stress (LTS) for sidewalk users and cyclists, increase modeled vehicular delay,

impact on existing street trees and landscaping, and cost/impact on private property. Public input was provided via EngageGJ surveys, in-person community outreach, and at key project milestones with the 7th Street Steering Committee.

Representatives from KLJ Engineering, as well as Mr. Prall and Mr. Brown answered questions from Council to help clarify the plan and the timing of the project.

3. Next Workshop Topics

Mayor Herman outlined future workshop items, noting that the next three workshops focused on budget.

4. Other Business

There was none.

5. Adjournment

There being no further business, the Workshop adjourned at 9:27 p.m.

Grand Junction City Council
Minutes of the Regular Meeting
September 18, 2024

Call to Order, Pledge of Allegiance, Moment of Silence

The City Council of the City of Grand Junction convened into regular session on the 18th day of September 2024, at 5:38 p.m. Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Council President Pro Tem Randall Reitz and Council President Abram Herman.

Councilmember Anna Stout appeared virtually.

Also present were Interim City Manager Andrea Phillips, City Attorney John Shaver, Finance Director Jennifer Tomaszewski, Senior Planner Timothy Lehrbach, Director of Engineering and Transportation Trent Prall, Housing Manager Ashley Chambers, Director of Communications and Engagement Sara Spaulding, City Clerk Selestina Sandoval, and Deputy City Clerk Misty Williams.

Council President Herman called the meeting to order. Councilmember Kennedy led the Pledge of Allegiance, followed by a moment of silence.

Proclamations

Proclaiming September 17-23, 2024, as Constitution Week in the City of Grand Junction

Council President Pro Tem Reitz read the Constitution Week Proclamation. Annette Raley of the Mount Garfield Daughters of the American Revolution accepted the proclamation.

Appointments

To the Urban Trails Committee

Councilmember Nguyen moved to appoint Lori Bell to the Urban Trails Committee for a partial term expiring June 30, 2025, seconded by Councilmember Kennedy. Motion carried by unanimous voice vote.

To the One Riverfront Board

Council President Pro Tem Reitz moved to appoint Alyssa Jones to the One Riverfront Board for a partial term expiring July 31, 2026, seconded by Councilmember Nguyen. Motion carried by a unanimous voice vote.

Public Comments

Public comments were heard from Brian Somerville, Brandon James Miller, Jack Byrom, Julia Wildman, Tom McCloskey, Theresa Cameron, Jason McGlynn, Craig Robillard, Kathleen Risky, David Lehmann, John Hodge, Sarah Lubin, Brent Champlain, Alice Young, Kirsten Kurath, Zach McLeroy, Ian Thomas, and Ben Calvert.

Interim City Manager Report

Interim City Manager Andrea Phillips did not have a report for Council.

Boards and Commission Liaison Reports

Councilmember Kennedy reported on new travel options being offered at the airport, and downtown events for the Museum of Western Colorado.

Council President Pro Tem Reitz reported on the Grand Junction Housing Authority released their 2023 report, called "Doors to Success". He also expressed his gratitude for the El Espino Day celebrations.

Council President Herman reported on the Dos Rios Park opening, the Mesa County Building Department Advisory Committee, Downtown Development Authority (DDA) and the goats on the Riverfront Trail.

CONSENT AGENDA

Approval of Minutes

- a. Minutes of the September 4, 2024 Regular Meeting
- b. Minutes of the September 5, 2024 Special Meeting Executive Session
- c. Summary of the September 9, 2024 Special Workshop
- d. Minutes of the September 9, 2024 Special Meeting Executive Session

Set Public Hearings

- a. Quasi-judicial
 - i. Introduction of an Ordinance Zoning the Gutierrez Annexation RM-8 (Residential Medium 8) Located on an Unaddressed Property that Lies Between and Abuts 3070 I-70 Business Loop on the East and

3064 I-70 Frontage Road on the West and Lies South of E ¼ Road and North of I-70 Business Frontage Road, and Setting a Hearing for October 16, 2024

- ii. Introduction of an Ordinance for Supplemental Appropriations and Setting a Public Hearing on October 2, 2024

Procurements

- a. Procurement Approval for Construction of Phase II of the Monument Connect Trail
- b. Ratify a Contract with MA Construction for the Emergency Repair of the Storm Water Conveyance Infrastructure at 733 Horizon Drive
- c. Authorization for 2024 Sewer Replacement - Phase 3 Construction Contract
- d. Asphalt To Concrete Trail Replacement Project, Materials Only (Concrete)

Resolutions

- a. A Resolution Authorizing the DOLA Strong Communities Grant
- b. A Resolution Authorizing the OEDIT Community Revitalization Grant (CRG)

Other Action Items

- a. Ratification of Revised Grant Amounts to the Grand Junction Regional Airport Authority for AIP 82, and AIP 83 as Previously Approved by City Council as Co-Sponsors of the GJRAA.

City Attorney John Shaver clarified for purposes of the record that Consent Agenda Items 4a and 4b contain both a resolution and an IGA (intergovernmental agreement).

Councilmember Simpson requested that Item #2a.ii. be removed from the Consent Agenda for further discussion. Councilmember Kennedy moved, and Councilmember Simpson seconded to adopt Consent Agenda Items #1- #5, with the exception of Item #2a.ii. Motion carried by unanimous voice vote.

REGULAR AGENDA

Item 2a.ii. (taken from Consent Agenda)

Introduction of an Ordinance for Supplemental Appropriations and Setting a Public Hearing on October 2, 2024

Interim City Manager Andrea Phillips and Finance Director Jennifer Tomaszewski addressed questions from Councilmember Simpson, as well as his request for a report showing the revised projected appropriated fund balance after the distribution noted in Item 2a.ii. has occurred.

Councilmember Simpson moved, and Councilmember Kennedy seconded to adopt Item 2a.ii, on first reading and setting a public hearing for October 2, 2024, with the understanding that there will be a discussion of the revised unappropriated fund balance when it is presented for second reading. Motion carried by unanimous voice vote.

Resolution 7.a. (Regular Agenda Item, continued to a future date)

A Resolution Authorizing the Interim city Manager to Execute a Contingent Contract for the Purchase of Reall Property Located at 450 28 Road, Grand Junction, Colorado for the Future Development of Affordable and Attainable Housing Units

City Attorney John Shaver recommended that the resolution be continued to a future date, because the contract is not ready for approval at this time.

Councilmember Simpson moved, and Councilmember Stout seconded that Item 7.a. be continued to a future date. Motion carried by unanimous voice vote.

Public Hearings

a. Legislative

i. An Ordinance for Supplemental Appropriations

At the September 4, 2024, City Council meeting staff requested approval for a multi-year purchase agreement for the Carbyne 911-hosted phone solution system to modernize the Grand Junction Regional Communication Center's 911 capabilities, enhance communication, and improve response times. This appropriation is critical to ensure the timely implementation of the new system, which is essential for maintaining and enhancing emergency response capabilities. The required supplemental appropriation is \$513,000, funded from the E-911 Fund reserves. This new spending will reduce the available fund balance in the E-911 Fund, which is now estimated to be \$5.9 million at

the end of 2024. The reserves from the E-911 Fund will be transferred to the Communications Center Fund, which will incur the expenses.

Interim City Manager Andrea Phillips and Finance Director Jennifer Tomaszewski presented this item.

The public hearing opened at 6:54 pm.

No public comments were received.

The public hearing closed at 6:54 pm.

Councilmember Nguyen moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5230, an ordinance making the supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2024, and ending December 31, 2024, on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

ii. An Ordinance Re-Adopting Ordinance 4973 and Amending the Sunset Clause for Use of Utility Type Vehicles (UTV's) on Segments of Horizon Drive, H Road and 27 1/4 Road in the City of Grand Junction

In 2021, the City Council adopted Ordinance 4973 which extended the findings made and permissions granted with Ordinance 4859. Ordinance 4973 included a sunset clause by which the effectiveness of Ordinance 4973 was to be considered and whether the findings made and permissions granted were consistent with the general health, safety, and welfare of the residents of the City. The City Council has determined that the re-adoption of this Ordinance to again extend the use of the streets as provided in 4973 is proper. This ordinance proposes a re-adoption of Ordinance 4973 with an amendment extending the sunset thereof for an additional five years, nunc pro tunc, to February 1, 2024. The proprietor of Adrenaline Driven Adventure Company has requested an extension with no sunset. City Attorney John Shaver presented this item.

The public hearing opened at 7:01 pm.

Comment was heard from Adrenaline Driven Adventure Company owner Lewis Baker, regarding removing the sunset clause, expanding the area to which his business is allowed to have UTV's on the streets and the potential provision that the Ordinance would become inactive if the business were to be sold.

The public hearing closed at 7:04 pm.

Comments were heard from Councilmembers Kennedy, Stout and Simpson, as well as Council President Herman.

Council President Pro Tem Reitz moved, and Councilmember Kennedy seconded to adopt Ordinance No. 5231, an ordinance re-adopting Ordinance 4973 and eliminating the sunset clause for the use of utility vehicles on certain City streets and subject to certain conditions on final passage and ordered final publication in pamphlet form. He also gave direction to staff to prepare for a future council meeting agenda item to discuss the expansion of the area in which Adrenaline Driven Adventure Company may operate on City streets. Motion carried by unanimous roll call vote.

b. Quasi-judicial

i. An Ordinance Vacating Approximately 0.25 Acres of N 15th Street Right-of-Way, Located Between G Road and Horizon Drive

The applicant, EVC Horizon Drive, LLC on behalf of the owner, On The Horizon, LLC, requested vacation of approximately 0.25 acres of the N 15th Street right-of-way in anticipation of a future commercial lot split located at 2727 G Road (between G Road, N 15th Street, and Horizon Drive) and the development of a McDonald's fast-food restaurant on Lot 1 of the proposed subdivision.

Senior Planner Timothy Lehrbach presented Ordinance No. 5232, an ordinance vacating approximately 0.25 acres of N. 15th street right of way, located between G Road and Horizon Drive.

Kevin Beck provided additional information to Council about vacating the right-of-way and the future plans for the property.

The public hearing opened at 7:36 pm.

No comments were heard.

The public hearing closed at 7:36 pm.

Comments were heard from Councilmember Nguyen.

Councilmember Simpson moved, and Councilmember Nguyen seconded to adopt Ordinance No. 5232, an ordinance vacating approximately 0.25 acres of N. 15th Street right-of-way, located between G Road and Horizon Drive on final passage and ordered final publication in pamphlet form. Motion carried by unanimous roll call vote.

Presentations

a. Community Satisfaction Survey

Director of Communications and Engagement Sara Spaulding gave an introduction of the Community Satisfaction Survey. RRC Associates Sean Maher and Ethan Adams provided a detailed explanation for the survey Results.

Comments were heard from Council.

Non-Scheduled Comments

Comment was heard from Anthony Gutierrez.

Other Business

No other business was addressed.

Adjournment

The meeting adjourned at 8:34 pm.

Selestina Sandoval, CMC
City Clerk



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

City Hall Administration Conference Room

September 18, 2024

Call to Order

Council President Herman called the Special Meeting of the Grand Junction City Council to order at 4:49 a.m. on the 18th day of September 2024.

Those present were Councilmembers Scott Beilfuss, Cody Kennedy, Jason Nguyen, Dennis Simpson, Anna Stout (via phone), Council President Pro Tem Randall Reitz and Council President Abram Herman.

Executive Session

Council President Pro Tem Reitz moved and Councilmember Nguyen seconded to convene into ***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 THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 450 28 ROAD, GRAND JUNCTION, COLORADO FROM EN-SIM QOF.***

It was a unanimous vote to convene into Executive Session for the purpose stated.

Upon completion of the Executive Session, Councilmember Kennedy moved and Councilmember Nguyen seconded to return to open session in the City Hall Administration Conference Room. The motion passed 7-0.

Council President Herman reconvened the Special Meeting at 5:33 p.m.

Adjournment

There being no further business, the meeting adjourned at 5:33 p.m.

Selestina Sandoval
City Clerk





Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: October 2, 2024

Presented By: Jay Valentine, General Services Director, John Shaver, City Attorney

Department: General Services

Submitted By: Jay Valentine

Information

SUBJECT:

Introduction of an Ordinance Regarding the City of Grand Junction Procurement Policy and Setting a Public Hearing for October 16, 2024

RECOMMENDATION:

Adopt an Ordinance confirming the City of Grand Junction Procurement Policy is effective.

EXECUTIVE SUMMARY:

On October 4, the City Council adopted Ordinance 5176, which adopted policies and procedures for purchasing equipment, materials, and specialized, technical, and expert personnel for work and services to be performed by or for the City of Grand Junction. This Ordinance was later amended by Ordinance 5181 on November 1, 2023, to include a self-performance policy. The Ordinance also stated that within sixty days of the first anniversary of the adoption of the Ordinance, the City Council would consider the effectiveness of the Ordinance at achieving the City Council policy(ies) stated in the City of Grand Junction Procurement Policy Manual.

BACKGROUND OR DETAILED INFORMATION:

On October 4, 2023, the City Council adopted and approved Ordinance 5176 and with that action established certain purchasing and procurement policies for the City. Those policies and procedures are collectively known as the City of Grand Junction Procurement Policy Manual (Purchasing Policy Manual or Manual). Ordinance 5181, amended Ordinance 5176 to include a self-performance policy. Furthermore, the ordinance stated that the City Council shall direct the City Manager to implement the Manual as amended, as necessary and/or deemed advisable to achieve the highest efficiency and effectiveness for City purchasing programs, activities, and services, including but not limited to those self-performed by the City within the prescribed

framework of rules and regulations, all of which are designed to protect the public interest.

Ordinance 5181 also directed that within sixty days of the first anniversary of the adoption of the Ordinance the City Council shall consider the effectiveness of the Ordinance at achieving the City Council policy(ies) stated in the Manual.

A proposed inclusion to the Manual is an Emergency Purchase Policy that was inadvertently left out of the current policy. This proposed policy would read as follows.

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

Authority.

In case of an emergency affecting the public peace, health or safety, the City Manager may waive all provisions for competitive bidding. In such instances, the City Manager may direct the appropriate Department Director or Purchasing Division to procure such emergency needs by informal open market procedure, as expeditiously as possible, at not more than commercial prices. When expenditures exceed \$200,000, a full report of the circumstances necessitating the emergency action shall be presented at the next City Council meeting by the City Manager.

Emergency Purchase Procedures.

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

- (1) An equipment breakdown or act of God threatens to terminate essential services; or*
- (2) A piece of equipment requires immediate repair to prevent further damage to public property, machinery or equipment; or*
- (3) A dangerous condition or immediate need for supplies, equipment or services threatens public safety, health or welfare.*

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

- (1) In the event of an actual emergency during nonworking hours, the Department Director or designee may purchase directly any supplies whose immediate procurement is essential to protect the life, health or safety of the public. When expenditures exceed \$25,000, the Department Director or designee of the City agency using the emergency procedure shall submit, by close of business the next work day, a requisition with a copy of the delivery document and a written report explaining the circumstances of the emergency to the Purchasing Division.*
- (2) During normal City business hours, the Department shall notify the Purchasing Manager of the emergency situation and request verbal approval to proceed with the emergency purchase. The Department shall provide the following:*
 - (i) The nature of the emergency;*
 - (ii) The estimated cost of the services/goods required; and*
 - (iii) The vendor recommended to receive the order.*

FISCAL IMPACT:

The intent of this policy is that it will result in cost savings to the City.

SUGGESTED MOTION:

I move to introduce an ordinance concerning the City of Grand Junction Procurement Policy Manual and set a public hearing for October 16, 2024.

Attachments

1. Procurement Policy 11-23

Procurement Policy

Revised November 2023



Procurement Policy – Revision Table

Version	Chapter	Revision Summary	Effective Date
1.0	1 - 18	New Procurement Policy	10/04/2023
1.1	19	New Self-Performance Policy added	11/01/2023

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Chapter 1: Introduction

The City of Grand Junction Procurement Policy (“Policy” or “Procurement Policy”) has been developed and will be applied according to the City’s core values. Those are:

- **Continuous improvement** – Working together to be the best by challenging the status quo.
- **Collaborative partnerships** – Using all areas of expertise to achieve a common goal.
- **Exceptional customer service** – Fulfilling the needs of everyone in our community through thoughtful interactions.

The Procurement Policy establishes the City’s purchasing and procurement policies and practices considering relevant laws, rules, and regulations while encouraging competition, maximizing purchasing power, and providing fair opportunities and equal treatment. The City is committed to the wise and principled use of public funds. The Policy creates general processes that are thoughtful and transparent.

The Procurement Policy directs City employees in fulfilling their obligations to the public, grantors, vendors, and contractors in the expenditure of funds.

The Policy is a comprehensive yet practical reference for City employees and external parties involved in the City’s solicitation, purchasing, contracting, and procurement processes.

The Procurement Policy establishes policies and procedures representing centralized and decentralized methodologies, reflecting practices and principles widely recognized at regional and national levels. The Policy is subject to regular review and revision to ensure the efficiency and effectiveness of the policies and processes.

1.1 Ethics in Procurement

The City is committed to promoting the highest ethical standards in procurement. Those principles, including those stated below, guide transactions, decisions, and activities involving this Policy and the expenditure of City funds:

1. **Integrity and Transparency:** Purchasing activities should be conducted openly, with the objective of fair competition, ensuring the impartial treatment of those involved.
2. **Conflict of Interest:** Employees involved in procurement will avoid any conflict of interest, perceived or actual, including personal or financial relationship(s) that might affect, or appear to affect, their impartiality.

3. **Confidentiality:** Confidential information obtained during procurement activities will be respected and protected as provided by law.
4. **Accountability and Responsibility:** Procurement employees will prudently use City resources and be accountable for their actions and decisions, demonstrating responsible stewardship of funds.
5. **Respect for Vendors:** Vendors should have equal access to information and opportunities and be treated in good faith.
6. **Compliance with Laws and Regulations:** Procurement activities will comply with applicable local, state, and federal law(s) and applicable regulation(s). The Purchasing Division will provide Purchasing Manual training, and procurement guidance, to employees.
7. **Promotion of Competitive Procurement:** The City will put forward competitive solicitations, as set forth in the Procurement Policy, to ensure it receives the best value.
8. **Zero Tolerance for Corruption:** The City maintains a zero-tolerance rule toward corruption, including fraud, bribery, and collusion. Any questionable activities should be reported to the Purchasing Division or the City Attorney's office, investigated, and dealt with promptly and thoroughly.

The City strives to establish trust, fairness, and efficiency through its procurement practices. By adhering to the Procurement Policy, the public interest will be protected and advanced, public funds will be used responsibly, and the City will maintain its long-standing reputation of integrity and accountability.

Chapter 2: Purchasing Authority and Contract Signature Authority

City Council and the City Manager: The City Manager, as appointed by the City Council in accordance with the City Charter, oversees the City departments, and sets the rules and policies for procuring commodities and services applicable to the departments. Any improper practice(s) or deviation(s) may lead to disciplinary action(s).

Department Directors: In accordance with the Policy the City Manager delegates purchasing approval to Department Directors based on the dollar amount. A Department Director may delegate to employees who have purchasing responsibilities. The Department Director shall ensure that employees understand and fully and faithfully apply the Procurement Policy. Department Directors and employees are responsible for understanding and complying with the Procurement Policy. Any improper practice(s) or deviation(s) may lead to disciplinary action(s).

Purchasing Division: The Purchasing Division is responsible for:

1. Protecting the Procurement Policy.
2. Procuring and contracting commodities, services, and construction as provided in the Policy and otherwise provided by law.
3. Providing guidance and training to Department Directors and employees on the Procurement Policy.
4. Monitoring compliance with the Procurement Policy.
5. Investigating allegations of improper procurement practices.

Contract Signature Authorization

Only the City Manager (or his/her designated representative), and the Purchasing Manager (or his/her designated representative), Contract Administrator, and Buyers are authorized to sign contracts which bind the City for the procurement of goods, services, insurance or construction, unless a specific delegation or exemption is made by City Council by resolution, code, regulation or letter of authority to another official or employee.

Chapter 3: Purchasing Approval Limits

Purchasing approval limits by position are detailed in Table 1.

Table 1: Purchasing Approval Limits

Dollar Amount	Type of Purchase	Approval
\$15,000 to 49,999	Formal Quotes by Purchasing Division	Department Director
\$50,000 to 199,999	Formal Solicitations	City Manager
\$200,000 and over	Non-Fleet Solicitations	City Council
\$500,000 and over	Fleet Purchases	City Council
\$25,000 to 49,999	Sole Source	City Manager
\$50,000 and over	Sole Source	City Council

Notes: This table applies to commodities or services with current-year budget appropriations. The unbudgeted expenditures are prohibited except in an emergency or by the City Manager's written directive. Notwithstanding Table 1, the City Council approves awards over **\$50,000** if:

1. There is a request for a sole source of over **\$50,000**; and/or,
2. Specific appropriation(s) do not exist for commodities or services.

Chapter 4: Identification and Solicitation of Vendors

The City recognizes that a formal solicitation may only sometimes be the most efficient or effective purchase method. As a result, certain exceptions to the formal solicitation process may be utilized depending on the nature and cost of the purchase. If a vendor is selected using an exception, the Purchasing Division will assist the department in documenting the exception.

Vendor Contact Before Formal Solicitations

It is acceptable and beneficial to gather information to make informed decisions. Research may include product demonstrations, discussions, or meetings to understand the marketplace and available solutions better; however, it is essential to maintain fairness and transparency during such interactions. The following guidelines should be followed:

1. **No commitment.** Any interactions are solely to gather information and do not indicate any special treatment or obligation for future purchases.
2. **Equal opportunity.** The department should offer the same opportunities to ensure that no single vendor has an unfair advantage.
3. **No conflict of interest.** City employees must maintain impartiality and avoid any situation(s) that could create, or appear to create, a conflict of interest. They must not accept gifts, gratuities, or anything of value.
4. **Documentation.** City employees must keep detailed records of all interactions during this research phase to maintain transparency.

4.1 Formal Solicitation

Formal solicitations are competitive processes and require the following:

1. Authorization: Departments must work with the Purchasing Division to initiate formal solicitations when the amount is covered by an approved or planned budget.
2. Initiation of a Formal Solicitation. The department initiates a formal solicitation by preparing Specifications and/or a written Scope of Work, which minimally will include:
 - a. The description of the goods or services to be procured.
 - b. The quantity and quality of the goods or services to be procured.
 - c. The delivery or performance schedule.
 - d. The method of procurement.
 - e. The criteria for the award.

3. Solicitation. After the Specifications and/or the Scope of Work have been written, the Purchasing Division, in collaboration with the department, will identify the appropriate solicitation method and plans, schedules, and procurement procedure.
4. Legal Review. The City Attorney's Office will review and approve the procurement and contract forms. Only the Purchasing Division or the City Attorney's Office may modify the solicitation documents terms.
5. Contract Award. When a qualified, responsive, and responsible proposer is selected, and if negotiations are required, the Purchasing Division and the department will negotiate a final contract, obtain all required approvals, and execute a contract. If the department and the Purchasing Division disagree about an award recommendation, they will meet to review the reason(s) for the disagreement. If they cannot resolve the dispute, the City Manager will review and decide.
6. Centralized Documentation and Contract Management: The Purchasing Division maintains a complete contract file and all required documentation on formal solicitations.

Chapter 5: Methods and Procedures for Formal Solicitation and Purchase Orders

The City may use Requests for Quotes (RFQ), Requests for Information (RFI), Invitations for Bids (IFB), Requests for Proposals (RFP), and Statements of Qualifications (SOQ) for formal solicitations. The method and procedure shall be determined at the City's sole and absolute discretion as provided in this Policy and determined to be in the City's best interest.

Initial Steps

The type of solicitation may depend on the nature of the procured commodities, work, or services, the project's complexity, or purpose, and the evaluation criteria/evaluation method. The following steps will be used in determining the form of solicitation:

1. **Consult with the Purchasing Division:** Consult with the City's Purchasing Division to ensure the solicitation method is appropriate, legal, and in line with the City's procurement policies and procedures.
2. **Define the Need:** Define the intended purpose of the procurement and specify the commodities, work, or services and the procurement goals. This is essential to choosing the most appropriate solicitation method.
3. **Assess Complexity:** Assess the commodities, work, or services needed. The complexity, technical specifications, level of customization, or the number of variables will be considered when choosing the solicitation method.
4. **Determine the Importance of Price v. Qualifications:** Decide on the relative importance of price versus qualifications or other non-price factors. If price is the primary consideration and the requirements can be clearly defined, an IFB or RFQ may be the most appropriate method. If qualifications, innovative solutions, or other non-price factors are more critical, an RFP or SOQ may be more suitable.
5. **Consider the Market:** The market conditions and the number of potential vendors, the competitiveness of the market, and the availability of the commodities, work, or services can all impact the choice of solicitation method.
6. **Review Legal or Regulatory Requirements:** The Purchasing Division, in conjunction with the City Attorney's Office, will ensure the consideration of any relevant legal or regulatory requirements.

Develop Scope of Work

When developing a Scope of Work (SOW) or Scope of Services (SOS), the Purchasing Division will work closely with the project manager to ensure that the needs and expectations of the project are clear and sufficiently detailed to reduce ambiguities.

The SOW is critical to forming and enforcing any contract and must clearly describe the commodity, service(s), and work. The SOW serves as a roadmap for the project, defining the deliverables, timelines, quality standards, and key tasks. A detailed SOW is necessary to ensure clear understanding and expectations between all parties involved.

Components of a Scope of Work

1. **Project Description:** An explanation of the project's purpose and objectives. The project description provides essential context for making and enforcing the purchase and contract terms.
2. **Deliverables:** A detailed list of all items, work, or services to be delivered by the vendor and specifies the acceptance criteria for each deliverable.
3. **Tasks:** Tasks include a breakdown of specific tasks or activities to be performed by the vendor. Each task should be clearly described and associated with a particular deliverable.
4. **Timelines:** A schedule that outlines when tasks or deliverables will be completed, including any milestones or deadlines as required by the City.
5. **Performance or Quality Standards:** The performance standards or benchmarks to measure the quality of the work or the commodities procured must include any specific regulatory or industry standards to be provided by the vendor.
6. **Payment Schedule:** The payment schedule defines the compensation to be paid to the vendor for completing tasks, deliverables, or other mutually agreed metrics, together with deadlines agreed upon between the City and the vendor or service provider.
7. **Project Management:** Details of how the project will be managed, including reporting requirements, schedules, and roles and responsibilities of the parties.

Specifications

When seeking responses from potential vendors, it is essential to have detailed descriptions of the physical or functional characteristics of the product, service, or system. These descriptions, known as Specifications, serve as a basis for evaluating responses against the standard specifications provided by the City.

In developing specifications, the Purchasing Division will collaborate with the project manager to ensure the accuracy and completeness of all requirements and expectations. To reduce misunderstandings or disputes, the specifications should be clear and detailed.

Key elements of specifications include:

1. **Description of Requirements:** A detailed description of what the City is purchasing, whether a physical commodity, construction, or service. This comprehensive description should state the necessary features, dimensions, performance standards, quality levels, and other relevant details.
2. **Quantity:** The amount of the commodities or services needed in terms of number or volume.
3. **Delivery or Performance Schedule:** The date or timeframe within which the commodities or services must be delivered or performed.
4. **Standards and Compliance:** The regulatory or industry standards with which the commodities or services must comply/conform.
5. **Quality Assurance Measures:** The procedures and checks to ensure that the commodities or services meet the specified requirements.

The City is committed to creating comprehensive and fair specifications to ensure the best value, successful Procurement outcomes, and positive relationships with vendors.

5.1 Requests for Information (RFI)

A Request for Information (RFI) is the Purchasing Division's standard process to gather written information about vendor capabilities. The response to an RFI can help the City shape its procurement strategy and improve the efficiency and effectiveness of procurement processes.

Typical Uses for RFIs

RFIs are typically used early in the purchasing cycle to:

1. Obtain general vendor or product information.
2. Narrow down a list of potential vendors.
3. Gather information to prepare a more detailed Request for Quotes (RFQ), Invitation for Bids (IFB), Request for Proposals (RFP), or Statement of Work (SOW).

RFI Process

In general, the RFI process is as follows:

RFI Initiation: The Purchasing Division, in collaboration with the department, identifies the need for an RFI based on the following factors:

1. The complexity of the procurement;
2. The unfamiliarity of the market;
3. The need to clarify potential solutions or providers.

RFI Preparation: The Purchasing Division and the department will prepare an RFI document detailing vendor information sought/requested. The RFI may include:

1. A description of the product, service, or solution;
2. Specific questions regarding capabilities, solutions, or approaches;
3. Other inquiries that may be beneficial.

Public Notice: The Purchasing Division will notice the issuance of an RFI. This notice will include the following information:

1. The purpose of the RFI;
2. The deadline for submitting responses;
3. The method for submitting responses.

Responses Review: The Purchasing Division, in collaboration with the department, will review RFI responses. The review will focus on the following factors:

1. The completeness and accuracy of the responses;
2. The relevance of the information provided;
3. The vendor's capabilities and experience, if required.

Pricing Information: The department may include budget cost information when requesting information from potential vendors. This information is not binding and is only intended to help vendors understand the City's needs.

No Commitment: Responding to an RFI does not guarantee future consideration for solicitations. Understanding that an RFI does not imply a commitment to issue a formal solicitation or contract is essential.

The Purchasing Division reserves the right to amend or withdraw an RFI at any time.

5.2 Requests for Quotes (RFQ)

A Request for Quotes (RFQ) document is the method the Purchasing Division uses to solicit vendor quotes to procure commodities, work, or services that exceed the department's purchasing authority.

RFQ Process

In general, the RFQ process is as follows:

RFQ Initiation: The Purchasing Division, in collaboration with the department, identifies the need for an RFQ.

- The RFQ is typically used for smaller orders under a certain dollar threshold.
- The RFQ may also be used when the department needs a pre-established relationship with a vendor that can meet the City's needs.

RFQ Preparation: The Purchasing Division and the department will prepare an RFQ document that includes the following information:

1. A description of the commodities, work, or services being procured;
2. The technical requirements for the commodities, work, or services;
3. The evaluation criteria that will be used to select the vendor;
4. The deadline for submitting quotes;
5. The method for submitting quotes.

Public Notice: The Purchasing Division will issue the public notice, if required, of the RFQ. This notice will be published in a local newspaper and on the City's website.

Quote Submission: Vendors must submit their quotes to the Purchasing Division by the deadline. Quotes must be submitted in writing, in the response type requested (e.g. e-mail) and include all the information requested in the RFQ.

Evaluation: The Purchasing Division will evaluate all quotes based on the evaluation criteria. The evaluation will focus on the following factors:

1. The completeness and accuracy of the quotes;
2. The responsiveness of the quotes to the RFQ requirements;
3. The vendor's experience and expertise;
4. The vendor's price.

Quote Award and Contract Formation: The Purchasing Division will award the contract to the vendor that submits the most responsive and competitive quote. The contract will be issued by the terms and conditions outlined in the RFQ.

Clarification and Negotiation: The Purchasing Division may seek vendor clarification regarding any aspect of their quotes. If only a single quote is received, the Purchasing Division may negotiate terms, conditions, and pricing with vendor.

Quote Rejection: The Purchasing Division may reject any quote for reasons including, but not limited to: non-compliance with the RFQ requirements, incomplete or conditional quotes, unsatisfactory past performance by a vendor, or the cancelation of the RFQ.

5.3 Invitations for Bid (IFB)

An Invitation for Bid (IFB) is a document the Purchasing Division uses to solicit vendor bids to procure standardized commodities, work, or services. The IFB process is typically used when the procurement is for commodities, work, or services that are:

1. Can range from simple to complex;
2. Well-defined and understood;
3. Not subject to many variations;
4. Price-sensitive.

The IFB process is also used when the City wants to ensure the procurement is conducted fairly and transparently.

IFB Process

In general, the IFB process is as follows:

IFB Development: The Purchasing Division and the department work together to develop the IFB document. The IFB document includes the following information:

1. A description of the commodities, work, or services being procured;
2. The technical requirements for the commodities, work, or services (including Scope of Work, if required);
3. The evaluation criteria that will be used to select the vendor;
4. The deadline for submitting bids;
5. The method for submitting bids.

Public Notice and Distribution: The Purchasing Division publishes a public notice of the IFB. The public notice includes the following information:

1. The title and number of the IFB, name of the goods or services being procured;
2. The deadline for submitting bids;
3. The method for submitting bids;
4. The contact information for the Purchasing Division.

Pre-Bid or Site Visit Meeting: The Purchasing Division may hold a pre-bid or site visit meeting to allow potential bidders to ask questions, and get clarification on the IFB document in the form of a written Addendum.

Addenda and Communication: The Purchasing Division will issue an addendum/addenda to address any necessary changes, corrections, or clarifications to the IFB. Only the Purchasing Division will communicate with vendors.

Bid Submission: Interested bidders must submit bids by the IFB requirements. Typically, the IFB will require pricing information, compliance with specifications, delivery schedules, warranties, and other relevant details. Bidders must submit their bids in the method required by the IFB to the Purchasing Division by the deadline.

Bid Opening: The Purchasing Division opens the sealed bids in a public meeting (this may take place in a virtual setting). The bids are recorded, and the apparent lowest responsive and responsible bidder is identified.

Bid Evaluation: The Purchasing Division evaluates the bids based on the criteria stated in the IFB. The evaluation criteria may include price, compliance with specifications, experience, past performance, quality, and other relevant considerations, including pre-qualification, if required.

Award: The Purchasing Division awards the contract to the lowest responsive and responsible bidder.

Negotiation: Should only a single bidder submit a response to an IFB, the City may openly negotiate with the bidder as necessary.

Contract Execution: The Purchasing Division contracts with the successful bidder. The contract includes the terms, conditions, deliverables, timelines, and other relevant aspects of the purchase.

IFB Documents

The IFB document must be clear, concise, and easy to understand. It must also be complete and accurate and comply with all applicable laws and regulations. The IFB document should include the following information:

1. A project definition and planning section that clearly defines the project's scope, objectives, and requirements;
2. An IFB document structure and content section that describes the format and content of the IFB document;
3. A legal and policy compliance section ensures that the IFB document complies with all applicable laws and regulations;
4. A stakeholder involvement and review section ensures that all relevant stakeholders review the IFB document;
5. A vendor communication section that describes how vendors can communicate with the Purchasing Division during the bidding process;

5.4 Requests for Proposals (RFP)

A Request for Proposal (RFP) is a document used by the Purchasing Division to solicit proposals from vendors for the procurement of commodities, work, or services that are complex, customized, innovative, or require a long-term relationship with the vendor. The RFP process is typically used when the City wants to ensure that the best possible vendor is selected for the project.

RFP Process

In general, the RFP process is as follows:

Initiate the RFP: The Purchasing Division will work with the department to initiate the RFP process. The department will identify the project manager and the relevant stakeholders, and the Purchasing Division will collaborate to gather the information necessary for the RFP.

Understand the Project Requirements: After initiation, the first step in the RFP process is understanding the requirements. This includes understanding the scope of work, the deliverables, the timeline, and the budget. The Purchasing Division will work with the department to gather this information.

Determine the RFP Structure: Once the project requirements are understood, the Purchasing Division will determine the structure and format of the RFP. The RFP should be clear, concise, comprehensive, and written in plain language that is easy to understand. The RFP should also be consistent with the City's procurement policies and procedures.

Define Evaluation Criteria: The next step is to define the evaluation criteria used to assess proposals. The evaluation criteria should be clear, concise, measurable, and weighted to reflect each factor's importance.

Draft the RFP Document: The project manager and the Purchasing Division will draft the RFP document. The RFP document should include the following sections:

1. **Introduction:** This section overviews the project and the RFP process.
2. **Project Overview:** This section provides a detailed project description, including the scope of work, deliverables, and timeline.
3. **Administrative Information:** This section includes information about the RFP process, such as the deadline for submitting proposals, the method for submitting proposals, and the contact information for the Purchasing Division.
4. **Evaluation Criteria:** This section describes the criteria used to evaluate proposals, such as technical expertise, experience, qualifications, price, and compliance.
5. **Contract Terms:** This section outlines the terms and conditions of the contract, such as the price, the delivery schedule, and the warranty.
6. **Submission Requirements:** This section describes the requirements for submitting proposals, such as the format of the proposal and the information that must be included.
7. **Other Relevant, Project-Specific Conditions, Terms, and Requirements:** This section may include additional information specific to the project, such as security requirements or environmental regulations.

Stakeholder Input and Review: The department and the Purchasing Division will seek input and feedback from relevant stakeholders, departments, or subject matter experts. They will incorporate their insights to ensure the RFP document accurately reflects the project's needs and requirements.

Publish and Advertise the RFP: The Purchasing Division publishes and advertises the RFP to potential offerors using appropriate platforms, such as the City's website, the local newspaper, BidNetDirect.com, or other channels.

Address Vendor Inquiries: The Purchasing Division will establish a mechanism for promptly addressing inquiries, providing clarifications, responding to all vendor inquiries reasonably and consistently, and ensuring equal access to information.

Addenda and Communication: The Purchasing Division will issue an addendum/addenda to address any necessary changes, corrections, or clarifications to the RFP. Only the Purchasing Division will communicate with vendors.

Recordkeeping and Documentation: The Purchasing Division will maintain accurate records of the RFP creation process, including:

1. The RFP documents
2. All approvals of the RFP
3. All stakeholder feedback on the RFP
4. All addenda to the RFP
5. Any other relevant documentation

This documentation will be maintained to help ensure transparency and facilitate any required auditing or review processes.

Evaluation and Vendor Selection: The Purchasing Division and the department will evaluate the proposals received in response to the RFP and select a vendor that meets the project's requirements and is the best value for the City. The evaluation criteria will be based on the factors outlined in the RFP, such as technical expertise, experience, qualifications, price, schedule, and compliance.

The Purchasing Division will use a scoring system to evaluate the proposals. This will be used to determine which vendor(s) move forward into the next phase(s) of the process, or to determine the winning vendor.

Contract Negotiation and Execution: The Purchasing Division, in consultation with the department, and if needed the City Attorney, will initiate contract negotiations with the selected vendor to finalize the terms, conditions, and deliverables. The City and the vendor will sign the contract, which will be by applicable laws, rules, and regulations.

The Purchasing Division will draft the contract. The City Attorney will review the contract and provide any necessary legal advice.

RFP Selection by Committee

The City will use a committee to select vendors for RFPs. The committee will comprise of City employees from various departments with expertise relevant to the goods and services being procured, potential stake holders (if applicable), other government/quasi-government employees with relevant expertise, and Purchasing Division staff.

The committee will use a scoring rubric to evaluate proposals. The rubric will be developed by the City and described in the RFP. The rubric may include cost, quality of goods or services, vendor qualifications, and other pertinent factors.

Each committee member will independently review and score each proposal using the scoring rubric. This process is intended to ensure various perspectives and limit the potential for bias.

After the independent review, the committee will meet to discuss the scoring. During those discussions, committee members may explain their scoring, ask questions regarding others' understanding/consideration of the proposal.

If the committee finds significant differences in scores for a given proposal, the committee members will discuss the differences to ensure the understanding of the merits or lack thereof for each proposal.

After all the scores are finalized, the Purchasing Division will calculate the average score for each proposal and rank each from highest to lowest. The proposal(s) with the highest ranking(s) will be selected as the vendor(s) to move forward into the next phase(s) of the process, or to determine the winning vendor.

The Purchasing Division will communicate the scoring results to the proposers for their own proposals. A vendor may request feedback on its proposal upon written request. The Purchasing Division may provide input or decline to do so; any feedback provided will be based on the process for that solicitation and the records of that process.

By communicating about the City's selection process, it is anticipated that vendors will improve the quality and responsiveness of proposals and, in turn, continue to foster fairness and accountability by the City to ensure the best outcome for the City and its citizens.

5.5 Statements of Qualifications (SOQ)

A Statement of Qualifications (SOQ) is a process by which the City may evaluate the qualifications of various firms interested in providing services. An SOQ allows a firm(s) to present its capabilities, skills, and experience related to specific services the City needs, and to gauge potential competition in the marketplace, prior to issuing the solicitation.

SOQ Process

In general, the SOQ process is as follows:

Initiation of SOQ: When specialized services are needed, the department and the Purchasing Division will prepare an SOQ that clearly defines the Scope of Services, the desired qualifications, and other relevant information.

Distribution of SOQ Request: The Purchasing Division will distribute the SOQ request to firms that are or may be interested in responding to the SOQ. The request will be posted on the City's website, advertised in the local newspaper, and on procurement portals as determined by the City at its sole discretion.

Receipt of SOQs: Responses to SOQs must be timely and, in the format, stated in the SOQ solicitation.

Review of SOQs: The Purchasing Division and the project manager will review all responses to SOQs for compliance with the request, giving particular attention to the firm's history, qualifications of key personnel, past projects, references, and unique capabilities of the firm(s).

Shortlisting of Firms: The Purchasing Division and the department will shortlist firms whose SOQs best align with the City's needs in order to determine which firms may be eligible to participate in an upcoming solicitation, or in order to determine which firms may move onto interviews, further evaluation, and potential award, as deemed in the best interest of the City. The shortlisting process will be based on the criteria provided in the SOQ request.

Follow-Up Interviews or Presentations: The Purchasing Division may invite shortlisted firms for interviews, presentations, and further evaluation.

Final Selection and Notification: The selection of a firm will be after careful analysis of the SOQ response(s), interviews/presentations, and the firm's ability to meet the City's needs. The Purchasing Division will notify the selected firm and initiate contract negotiations.

Waiver of Minor Irregularities

The City, by and through the Purchasing Division, reserves the right to waive minor irregularities in submitted proposals, bids, or contract documents, if the irregularities do not confer a competitive advantage, constitute non-compliance with fundamental terms, or irreparably compromise the integrity of the procurement process.

Minor irregularities are mistakes or omissions that do not affect the price, quality, quantity, or delivery schedule of the procured goods or services. Minor irregularities may include, but are not limited to:

1. Clerical errors;
2. Omissions of non-essential information;
3. Slight deviations from the formal solicitation instructions that do not affect the procurement process's completeness, competitiveness, and fairness.

The Purchasing Division has sole discretion to waive minor irregularities and will consider them on a case-by-case basis. All decisions regarding the waiver of minor irregularities will be documented and maintained as part of the procurement record.

Appeals

If a vendor believes his/her/its proposal or bid was unfairly disqualified due to a minor irregularity, he/she/it may appeal the decision to the Purchasing Division. The Purchasing Division will review the decision and make a final determination.

If the vendor is still not satisfied with the decision of the Purchasing Division, he/she/it may appeal the decision to the City Manager. The City Manager will review the decision, make a final determination, and issue a written finding.

5.6 Purchase Orders

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

When to Use a Purchase Order

Purchase orders are required for all invoiced purchases of commodities, materials or supplies and services with an expected expenditure of City funds of \$15,000 or more unless previously approved by the Purchasing Manager.

Process

Purchasing Division personnel shall complete all purchase orders in the City's Financial System. The requesting Division shall send a copy to the Vendor.

Subsequent Changes or Cancellations

Whenever a change of any kind on a purchase order is required, the originating department shall forward a Purchase Order Change Request that provides the information to be changed and a justification for Purchase Order Change. Requests shall be directed to Purchasing via e-mail or through the City's Financial System.

User Approval

Purchase orders must be approved for payment in accordance with final approval authority requirements set forth in Chapters 2 and 3.

Receiving Procedure

When the material or service is delivered to the department, the authorized agent of the department, as assigned by the Department Director, shall inventory and inspect the delivery to ensure the material(s) and/or service(s) are as listed on the shipping document and are in acceptable condition. If all materials are received in acceptable condition, the receiving department/division shall submit the invoice for approval to their authorized department/division personnel who then process the invoice for payment. Partial payments shall be processed based on items actually received. Down payment and prepayment is acceptable on a case by case basis as approved by the Purchasing Manager. If materials and/or services received are damaged or defective, they should not be used. If possible, notation should be made upon the receipt in the presence of

the delivery agent. Departments shall notify Purchasing immediately when damaged or defective commodities are received.

Purchase Order Exemptions or Exceptions

- Colleges, universities, higher education, school districts
- Annual software renewals
- Title companies and real estate firms
- Utilities
- Other government and quasi-government agreements
- Annual software renewals
- Loan and debt payments

Chapter 6: Public Notice for Formal Solicitations

A Public Notice for a solicitation(s) is the official announcement or advertisement published by the City to inform the public of the City's intent to solicit the purchase of goods and services.

Public Notices are intended to attract potential vendor(s). They are posted on the City's website, advertised in the local newspaper, and on procurement portals as determined by the City at its sole discretion.

Key Components of a Public Notice

1. The solicitation title and number, and/or clear and concise description of the goods and services.
2. Instructions for obtaining greater detail about the solicitation.
3. The date, time, and location for submitting a response to the solicitation.
4. Contact information for questions or clarifications about the solicitation.

The primary purpose of the Public Notice is to provide potential vendors a reasonable opportunity to know of, and respond to, the solicitation, promote competition, and obtain the best value for the City.

Chapter 7: Distribution & Submission of Formal Solicitations

The City presently uses an online platform (currently BidNet direct, however online platforms are subject to change) to distribute and collect formal solicitations. The City reserves the right to use any other platform or means to provide a Public Notice of solicitations.

Methods

1. The City distributes formal solicitations via BidNet. Vendors' registration and agreement to the BidNet TOS are required to access City solicitations posted there.
2. Each posting on BidNet contains the full solicitation document, including specifications, terms and conditions, submission instructions, and other pertinent information.
3. The Purchasing Division will post solicitations to BidNet concurrently with the release of the Public Notice.
4. The Purchasing Division will post any necessary post-distribution changes or clarifications as an addendum/addenda or other modification(s) to a solicitation on BidNet.
5. The City maintains records of all solicitations distributed through BidNet, including the posting date, a list of vendors who accessed the solicitation, and those who received the changes or clarifications as an addendum/addenda or other modification(s).

Submission of Formal Solicitations

1. Vendors must submit responses to solicitations via BidNet. BidNet provides an efficient, digital, and timestamped process for the vendor and the City.
2. Bid submissions must include all documents required by the solicitation and comply with the solicitation's terms and conditions.
3. Vendors must timely submit solicitations as specified in the Public Notice and solicitation documents. BidNet automatically enforces deadlines and will not accept late submissions.
4. Vendors may amend submissions before the deadline by withdrawing and resubmitting a bid(s) on BidNet. Post-deadline modifications will not be accepted.
5. BidNet maintains a digital time stamp for all submissions. The Bid Net records provide the vendor and the City with a verifiable record in case of a question/dispute about a submission(s).

Chapter 8: Sole Source Procurement

A sole source procurement is when the City purchases commodities, work, or non-professional services from a single vendor without conducting a competitive solicitation. This is only allowed when the City can justify that no other vendor can meet its needs.

Sole Source Approval Criteria

The City may approve a sole source procurement if it meets one or more of the following criteria:

1. Uniqueness: Is unique and unavailable from any other source due to proprietary rights, patents, copyrights, secret processes, or monopoly control.
2. Compatibility: There is a need for compatibility with existing equipment, technologies, or processes, and only a specific product or service can satisfy that need.
3. Urgency: Delay would lead to serious injury, death, or significant financial loss.
4. Expertise: The vendor has unique experience, expertise, or capabilities unavailable elsewhere.
5. Standardization: There is a need to standardize specific equipment or supplies to reduce training, inventory, or maintenance costs, and only one vendor can meet this need.
6. Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

Sole Source Procurement Process

A department must submit a written request to the Purchasing Division for sole source procurement. The request must include:

1. A detailed scope of work or specifications for the commodities, work, or non-professional services being procured.
2. A narrative explanation of why no other vendor can meet the City's needs.
3. The department's budget for procurement.

The Purchasing Division will review the request and determine whether it meets the criteria for a sole source procurement. If it does, the Purchasing Division and department will negotiate a contract with the selected vendor.

Contract Issuance

After the sole source contract is negotiated, it will be reviewed and approved by the City Attorney's Office and/or appropriate approvers based upon the contract amount.

Chapter 9: Procurement of Professional, Technical and Expert Services

Purpose The City often requires the expertise and services of private contractors or consultants for complex studies, procedure development, audits, staff training, facility design, and specialized products. This section outlines the policy and procedures for acquiring professional, technical, and expert services. This section pertains to use of the non-competitive selection process, if it is determined by the Purchasing Division and the appropriate approver(s) to be in the City's best interest. If this method is utilized, the department must work with the Purchasing Division to process the request. If the utilization of this method is denied, then the process will follow the procurement method best suited as outlined in Chapter 5 of this policy.

Authority

- (a) **Under \$50,000:** For services costing less than \$50,000, any department may procure licensed professional(s) or independent consultant(s) without competition. Department Directors are responsible for selection, considering qualifications, experience, references, and cost.
- (b) **\$50,000 up to less than \$200,000:** With City Manager approval, services with a total cost of \$50,000 up to less than \$200,000 may be procured without competition. Department Directors must provide a written justification and recommendation to the City Manager for selection.
- (c) **\$200,000 and over:** Services at or exceeding \$200,000 may be procured without competition with City Council approval. Department Directors must provide City Council with a written justification and recommendation.
- (d) **Legal counsel contracts:** Legal counsel contracts require City Attorney approval or their designated representative.

Please note that this policy aims to maintain transparency and efficiency in the procurement process for professional services. It aligns with best practices and ensures that the City follows a standardized approach for service acquisition.

Chapter 10: Procurement Involving Grants

This policy sets the guidelines for procurements funded by federal grants by the Uniform Guidance. The policy applies to all procurements connected with federal grants or awards, including direct and pass-through grants or awards managed by the State of Colorado.

Policy Guidelines

1. Competition: The City will ensure fair and open competition for all procurement operations. This means that the City will not impose unnecessary qualifications or excessive bonding requirements and will not permit uncompetitive pricing practices or conflicts of interest. Departments may only specify brand-name products if alternatives are allowed.
2. Policy Documentation: The City will document its procurement policies and processes. This includes describing the requirements of the commodities, work, or services to be procured precisely, listing all conditions bidders must meet, and specifying the factors used to evaluate bids.
3. Reasonable and Necessary Costs: The City will reasonably confirm that all costs incurred in procurement operations are appropriate and necessary. City departments should refrain from purchasing duplicative or unnecessary items and consolidate or separate procurements when necessary.
4. Record Maintenance: The City will keep records of each procurement. This includes documenting the rationale for the procurement method, contract type, contractor selection or rejection, and the contract price justification.
5. Conflict of Interest: City officials, employees, and agents should avoid any actual or perceived conflict of interest while participating in the selection, award, or administration of contracts funded by federal funds. Accepting gratuities, favors, or anything of monetary value from contractors or subcontractors is prohibited.
6. Contract Administration: The City will require that contractors abide by the terms, conditions, and specifications of their contracts/purchase orders.
7. Procurement Methods: The City will adopt one of these methods: small purchases, formal solicitations, or sole source.
8. Contractor Selection: The City will proactively solicit minority businesses, women's businesses, and labor surplus area firms as required by the grant.
9. Contract Clauses: The City will incorporate all pertinent provisions listed in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards in all contracts.

10. Suspension and Debarment: The City will determine that neither the entity nor the principals it plans to transact with is excluded or disqualified from Federal projects or receipt of Federal funds.
11. Cost and Price Analysis: The City will perform a cost or price analysis for every procurement operation that meets the formal solicitation threshold.
12. Bonding Requirements: For contracts or subcontracts related to construction or facility improvement requiring a solicitation, the City will follow specific minimum bonding requirements unless the federal awarding agency or pass-through entity has accepted the City's bonding policy and requirements and determined that the federal interest is adequately safeguarded.

Chapter 11: Contract Forms

When the City purchases commodities, work, or services that exceed the Formal Solicitation Threshold, the contract will be governed by the terms and conditions approved by the City Attorney's Office. Any alterations or additions to the approved contract form must be forwarded to the Purchasing Division for review and action, following the City Attorney's directives.

The City Attorney's Office will establish the binding contract terms and conditions to comply with applicable law and to promote the City's best interests. The City Attorney's Office will also establish the Purchasing Division's authority to modify or waive specific contract terms.

Bid Security

Bid security (a bid bond) guarantees that a bidder will not withdraw its bid. Bid security is typically required for purchases that exceed the Formal Solicitation Threshold.

The Purchasing Division may or may not require bid security for any solicitation at its discretion, not exceeding 5% of the bid response value. A bidder must include the required bid security in the solicitation to ensure the City may not dismiss a bid as non-responsive for non-compliance.

Bids are binding for the duration specified in the solicitation once opened. A bidder may retract its bid only before the deadline for submissions.

Acceptable forms of bid security include:

1. A one-time bid bond issued by a company licensed to issue bonds in Colorado.
2. A bank cashier's check payable to the City of Grand Junction for 5% of the bid response.
3. A bank-certified check payable to the City of Grand Junction for 5% of the bid response.
4. An irrevocable letter of credit in a format acceptable to the City.

Bonds for Construction Contracts

The City may require separate performance, labor and materials, payment, and maintenance bonds for all construction, work, and public improvement contracts exceeding \$50,000. The bonds must be for 100% of the contract price.

Discretionary Bonds: Performance, payments, material, and maintenance bonds may also be required on contracts under \$50,000 if the Purchasing Division, in consultation with the City Attorney, deems the bonds to be in the City's best interest.

Delivery and Satisfaction: The contractor must deliver all required bonds to the Purchasing Division within ten days after receiving the Notice of Award or upon execution of the contract. Failure to do so may result in the contractor's bid or contract being rejected or terminated for default.

Bond Form: The bonds must be submitted in a format approved by the City.

Bond Waiver: The City may waive the requirement for performance, payments, material, and maintenance bonds and accept cash deposited into an escrow account with the City for a specified period if the terms of the surety alternative are acceptable to both contract parties. A cash deposit of 100% of the total contract value to insure against all costs associated with a performance breach may be a satisfactory condition of an alternate surety.

Additional Bonding: If a surety on the contractor's bond(s) becomes revoked during a contract, the City retains the right to require additional and sufficient sureties, which the contractor must furnish within ten calendar days after written notice, at the contractor's expense. The surety bond(s) will cover the entire contract amount, notwithstanding the total contract amount changes.

Chapter 12: Contract Modifications and Change Orders

Any modification to a contract resulting in a price change must be processed through the Purchasing Division and include all necessary documentation and approvals.

Authorization and Approval

1. The Department Director may approve non-formal and/or formal contract amendments or change orders to contracts that raise the price by **less than \$50,000** (pending Items 3 or 4 of this section).
2. The City Manager must approve non-formal and/or formal contract amendments or change orders that increase the cost of the contract by **\$50,000 up to less than \$200,000** (pending Items 3 or 4 of this section).
3. Modifications to formal solicitation contracts that, alone or collectively, including previous changes, increase the initial contract price by **more than 25% but less than 50%** require approval by a committee that comprises the City Manager or his designee, the requesting Department Director, and representatives from the Purchasing Division and the Finance Department.
4. Modifications to formal solicitation contracts that, alone or collectively with previous changes, increase the initial contract price by **more than 50%**, or the total contract price to **over \$200,000** must be approved by the City Council.
5. The Purchasing Division is responsible for contract administration, ensuring fulfillment of performance standards, and managing change orders or amendments.

Chapter 13: Protest of a Contract Award

If a Vendor believes that the City failed to adhere to the Policy in evaluating a solicitation, the vendor may protest an award as follows:

Grounds for Protest

A vendor may protest an Award if:

1. The City has violated its own rules or procedures.
2. The City has violated City, state, or federal law.
3. The City has demonstrably acted arbitrarily or capriciously against the public interest.

Exclusions

The following are *not* grounds for protest:

1. The vendor disagrees with the terms and conditions of a solicitation or any clarification(s) or amendment(s) unless the vendor credibly alleges that the same violates Policy or applicable law.
2. The vendor's dissatisfaction with an award decision unless the vendor credibly alleges that the Award violates the Policy or applicable law.

Time Limits for Protest

A vendor must make an Award Protest within **five (5) business days** following the announcement of an Award. The City will not consider an Award Protest that is not timely filed.

Protest Submission

1. An Award Protest must be submitted in writing and be mailed, e-mailed, or hand-delivered to the City's Purchasing Division.
2. The Award Protest must include the name, address, and contact information of the protesting vendor, the title and reference number of the solicitation, and a detailed statement of the grounds for the protest.
3. All factual and legal documentation must be sufficiently detailed to establish the allegations made in support of the Protest.

The Purchasing Division may dismiss any Protest that excludes required information.

Stay of Purchasing

Upon receipt of a Protest before an Award, the City may postpone the Award until after the Protest is resolved.

Protest Review

Upon receipt of a Protest, the Purchasing Division will, in consultation with the City Attorney, review the Protest to determine whether it is timely and includes all required information. If the Protest is timely and facially sufficient, the Purchasing Division will conduct a further review.

Decision and Communication

1. The Purchasing Division will decide on the Protest within **fifteen (15)** business days of receipt.
2. The Purchasing Division will communicate the decision, including the reasons, in writing to the protester.
3. The decision of the Purchasing Division is final and binding.

Remedies

If the Purchasing Division determines that a Protest is valid, the City may take any of the following actions:

1. Revise the solicitation.
2. Re-evaluate proposals or bids.
3. Cancel the RFP or IFB.
4. Make another Award decision.

Chapter 14: Multi-Year Contracts and Renewals

Multi-year contracts and renewals, can be valuable for the City. Still, they must be carefully managed to deliver value and prevent cost overruns and must explicitly provide that any multi-year contract is subject to annual appropriation of funds as required by Article X, Section 20 of the Colorado Constitution. The following conditions should be met before a multi-year contract or renewal is awarded:

1. **Renegotiation clause:** The contract may include a renegotiation clause that allows either party to request a renegotiation of the contract if there are significant market shifts or changes in the involved parties' needs. This will help ensure that the contract remains fair and equitable for both parties.
2. **Periodic review:** The contract should be annually reviewed to ensure continued value to the City. This review should consider factors such as the current market conditions, and the City's annual budget/annual appropriations.
3. **Transparency:** All cost components in the contract must be precise. A potential warranted price increase should only apply to the base price and not include any add-on fees or charges. This will help ensure that the City knows all the costs associated with the contract.
4. **Renewal Options:** Annual commodity, work, and service contracts may be renewed by the Purchasing Division up to three additional contract periods, based on satisfactory performance of the contractor.

Unforeseen increases may be allowed on a case-by-case basis.

Chapter 15: Cooperative and Piggyback Purchasing

Cooperative purchasing is a strategic approach where two or more public entities collaborate to purchase commodities, work, or services with the intent of contracting with the same vendor (although this may not always be the result). This can offer numerous benefits, including:

1. Minimized administrative costs: By pooling resources, public entities can save money on procurement-related expenses such as advertising, bid preparation, and contract administration.
2. Prevention of duplicated efforts: Cooperative purchasing can help to ensure that public entities are not duplicating their efforts by purchasing the same products or services from different vendors. This can save time and money.
3. Access to competitive pricing: Cooperative purchasing can give public entities access to competitive pricing that they might not achieve independently. This is because Group Purchasing Organizations (GPOs) have the buying power to negotiate better deals with vendors.
4. Shared expertise: Cooperative purchasing can help public entities to share expertise and knowledge about procurement. This can lead to more efficient and effective procurement processes.
5. Efficient use of resources: Cooperative purchasing can help public entities to use their resources more efficiently. This is because GPOs can help to consolidate procurement requirements and negotiate better terms and conditions with vendors.

Participation in Cooperative and Piggyback Purchasing

The Purchasing Division has the authority to participate in, sponsor, or manage cooperative purchasing agreements with one or more public bodies. As described in this chapter, cooperative purchasing is exempt from this policy's competitive bidding and advertising requirements.

The Purchasing Division is also authorized to engage the Colorado Division of Purchasing, subdivisions of the state, other governmental entities, or other established cooperative purchasing groups (e.g. Sourcewell, NAPO, Buyboard, NPPgov, Ominia Partners, Savik, etc.) for purchasing commodities, materials, or equipment, provided the engagement aligns with the City's best interests.

When the Purchasing Division identifies that another jurisdiction or cooperative has a competitive agreement for the same products or services that the City needs, the City may purchase under such agreement(s) (also known as "piggybacking").

Criteria for Selecting GPOs

The City will use GPOs that adhere to the following principles:

1. Transparency: All processes, decisions, and agreements should be open and transparent, allowing members to understand awards and the calculation of costs.
2. Fair Competition: GPOs allow vendors a fair and equal opportunity to compete for contracts, including providing transparent and non-discriminatory tender documentation and selection criteria.
3. Accountability: Consistent mechanisms for accountability, including regular audits and financial reports and transparent processes for dispute resolution, should be available.
4. Ethical Conduct: The GPO should have clear guidelines prohibiting conspiracy, corruption, or conflict of interest.
5. Value for Money/Delivery Schedule: The primary purpose of a cooperative purchasing consortium is to leverage collective buying power to achieve better value, however, delivery schedule may also be a determining factor for its use.
6. Compliance with Laws and Regulations: The GPO should comply with all relevant local, state, and federal laws and regulations, including purchasing, competition, and data protection.
7. Membership Criteria and Rights: The GPO should have clear criteria for membership and respect all members' rights, including participation in decision-making processes.
8. Management and Governance: The GPO should have effective management and governance structures, clear roles and responsibilities, and mechanisms for oversight and control.

Purchasing on Behalf of Other Governmental Entities

The Purchasing Division may assist in competitive solicitations for other governmental agencies; however, the responsibility to evaluate the responses and make decisions based on their established award criteria lies with the requesting agency.

Chapter 16: Fleet

This Chapter implements a proactive, standardized approach to replacing City-owned vehicles and equipment, and assists in providing safe, reliable vehicles and equipment for City employees while minimizing lifecycle costs.

Replacement Criteria

The Fleet Services Division (FSD) uses an evidence-based approach to determine when fleet vehicles and equipment are due for replacement. The replacement decision considers the following factors:

1. Age;
2. Mileage;
3. Maintenance and repair costs;
4. Fuel efficiency;
5. Environmental impact;
6. Reliability;
7. Safety;
8. Lifecycle analysis.

The FSD conducts an in-depth lifecycle cost analysis for each vehicle and piece of equipment in the City's fleet. This analysis identifies the optimal replacement interval considering the following costs:

1. Acquisition cost;
2. Operating and maintenance costs;
3. Potential for unscheduled repairs;
4. Downtime implications;
5. Expected resale value.

The results of these analyses guide replacement planning and budgeting.

Budgeting and Funding

Each department will include estimated fleet replacement costs in its annual budget submissions, which the City's Finance Department reviews as part of the overall budget review. The Fleet Replacement Fund is established and maintained to finance the replacement of vehicles and equipment.

Vehicle and Equipment Standards

To ensure operational consistency, manage maintenance costs, and uphold high safety standards, the FSD establishes and maintains vehicle and equipment standards. These standards specify vehicle types and necessary features or equipment for specific functions and roles. The standards also guide the selection of replacement vehicles and equipment.

Purchasing Process

All purchasing activities related to replacing vehicles and equipment must comply with the City's procurement policy. The FSD, Purchasing Division, and the requesting department will collaboratively evaluate and select vendors through a competitive bidding process.

Alternative Fuel and Sustainable Vehicles

The FSD will consider vehicles that use alternative fuels or possess advanced sustainability features as potential replacements. The FSD will include sustainability considerations in the lifecycle cost analysis and balance those considerations against other factors, such as reliability and suitability for the intended use.

Disposal

The FSD will dispose of decommissioned vehicles and equipment according to City and state regulations. The FSD will attempt to maximize resale or trade-in value and consider the environmental impact of disposal methods. The FSD will notify the Finance Department and Procurement Division for capital asset disposal.

Chapter 17: Information Technology

This policy applies to all hardware and software acquisitions, usage, and installations, irrespective of price. Information Technology (IT) encompasses computer, network, and data storage systems for creating, processing, storing, securing, and exchanging all electronic data forms.

Responsibilities

1. The IT Department is responsible for managing IT systems, ensuring their efficient operation, and safeguarding the security of data and networks.
2. City-owned devices are only permitted to have software and hardware that the City has licensed and installed.
3. The IT Department authorizes all hardware and software items, significant upgrades or version changes to software, and items requiring technical support from City departments or infrastructure systems.

IT Security and Infrastructure

1. Maintaining IT security measures to safeguard sensitive data, protect infrastructure, and mitigate cybersecurity risks is essential.
2. IT security software and infrastructure necessitate discrete, specialized expertise and technical knowledge for effective implementation.
3. The rapidly evolving cybersecurity landscape requires the swift adoption of the latest technologies and security measures.
4. The timely purchasing of IT security solutions is crucial to maintaining the confidentiality and integrity of sensitive data and critical infrastructure.

Exemption from Solicitation and Procurement Procedures

Due to these factors, an exemption from the solicitation and procurement procedures is established within the Policy to promote efficient and secure purchasing and implementation of IT Security Solutions. IT Security Solutions include but are not limited to:

1. Security software and infrastructure, including firewall systems, intrusion detection and prevention systems, antivirus and anti-malware solutions, data encryption tools, and other relevant security technologies.
2. Annual software licenses and maintenance agreements.

GASB 96 Reporting

The IT Department (and the Purchasing Division if needed) will send documentation related to subscription-based information technology arrangements (SBITAs) to the Finance Department to comply with the requirements of GASB 96, Accounting and Financial Reporting for Special Purpose Governments. GASB 96 requires governments to disclose certain information about their procurement activities, including:

1. The total expenditures for goods and services acquired during the reporting period.
2. The types of goods and services acquired.
3. The methods used to procure goods and services.
4. The amounts paid to each vendor.

Chapter 18: Disposal of City Property

This chapter establishes the process for the disposal of City-owned commodities and equipment, excluding property seized or acquired by the Police.

Authority

1. The IT Department can designate computers and computer-related equipment as surplus.
2. The Department Directors can label other property as surplus.
3. The Purchasing Division has the authority to determine the disposition of surplus property.

Methods of Disposal

In cases where the City cannot sell surplus property to a third party for value, the following methods of disposal may be used in order of priority:

1. Exchange or trade-in: When purchasing new commodities, it is possible to exchange or trade in existing items, partially or entirely, as a form of payment.
2. Transfer to other City departments: Departments should offer surplus City property they no longer need to other City departments. Departments may either transfer surplus property directly to other City departments or send the items to City Stores for distribution to other departments as needed.
3. Donation: A City department may donate surplus property to another governmental or non-profit agency.
4. Transfer to local non-profit: A City department may transfer surplus property to a non-profit entity serving local needs. Entities include any quasi-government or other non-profit agencies applying for City assistance.
5. Public auction: The City may sell any surplus property through a public auction.
6. If after the above methods, surplus property still remains, the City may dispose of remaining surplus property at its discretion.

Prohibited Dispositions

City employees and their immediate family members are prohibited from purchasing surplus property unless such purchases occur at a public auction.

Chapter 19: Self-Performance of Construction of Public Improvement Works

This Chapter establishes and describes the City's self-performance policy for the construction of public improvement works. The policy provides a means for the City to obtain cost-effective and high-quality construction of certain project(s).

To maintain transparency, fairness, and accuracy under this policy, the City:

1. Will annually, with and through the budget adoption, identify and recommend to the City Council opportunities for the City to self-perform certain construction project(s);
2. With the adoption of the annual budget that identifies self-performance project(s) the City Council will be deemed to have conditionally approved self-performance and the City staff may plan for that work to be self-performed; however,
3. Prior to commencement of any project(s) designated in the approved budget for self-performance the City Council at a noticed public hearing must approve the project(s) being self-performed by City forces; however, if a project(s) is(are) not identified in the approved budget as an opportunity for the City to self-perform, the City Council may approve such project(s) so long as it is reviewed/approved by the City Council as otherwise provided in this policy.

Self-Performance of Construction of Public Improvement Works will be a recognized exception to a competitive solicitation process. The City Council will confirm City self-performance of those project(s) identified in the approved annual budget, or such project(s) that may sometimes arise from time to time that are not identified in the budget, when the City Council reasonably finds that the estimated cost of materials and supplies to perform the project(s) identified and recommended to the City Council as an opportunity(ies) for the City to self-perform are reasonable at the time the project(s) is(are) to be constructed and that the following criteria are met:

1. The City forces have a thorough understanding of the task(s) to be completed; and,
2. The City forces have trade-specific experience which will result in an accurate, efficient, dependable schedule(s) and performance of the work; and,
3. That the City forces follow and enforce safety standards, and that their work will perform the work safely and support the City's safety policies and practices; and,
4. The City has adequate labor, they have investigated the material options and determined availability and proper cost of materials and supplies and have considered the market relating to both, and that the City forces have recommended

products and means and method of construction that will provide the best value to the City for each project.

At the conclusion of any self-performed project(s) the City Manager shall report to the City Council the cost of materials and supplies purchased or rented for the project, the duration of the project, the number of hours of direct labor and direct supervision necessary for completion of the project(s) and any safety infraction(s) committed by City personnel.

The City recognizes and agrees that self-performing is not right for every project; however, with the identification of opportunities for self-performance of certain projects in the annual budget or such project(s) that may sometimes arise from time to time that are not identified in the budget, and confirmation of self-performance prior to commencement of the project(s) as provided in this policy, the City is afforded the opportunity for added value and efficiency by self-performance of certain project(s).

Self-performance by the City of some project(s) creates knowledge and experience among the City staff and improves the ability of the Staff to assess contractor's work for those projects that are competitively bid. With that knowledge the City staff is better equipped to hold contractors accountable in terms of staffing, scheduling, estimating, and quality and maximizes the stewardship of public money.

Definitions

1. **Alternate Bid (Response):** A bid submitted with a significant variation to a primary provision, specification, term, or condition of the solicitation.
2. **Apparent Low Bidder:** The Apparent Low Bidder is the bidder that submits the lowest bid in response to an IFB or quote. The Apparent Low Bidder is the initial determination based on the bid price alone prior to determining whether the bid is responsive and responsible.
3. **Appropriated Funds:** A specific amount of public funds set aside by the City for a particular purpose.
4. **Award:** The final approval by the City of a bid or proposal from a bidder resulting in the issuance of a purchase order or contract.
5. **Award Protest:** A formal written objection lodged by an unsuccessful bidder regarding the entity's decision to award a contract.
6. **Bid:** A competitive proposal submitted by a vendor in response to an Invitation for Bids (IFB).
7. **Bid Bond:** A third party (the surety) provides a financial guarantee to ensure the bidder refrains from withdrawing their bid, and executes the contract.
8. **Bid Deposit:** A bidder's monetary guarantee ensures that the successful bidder refrains from withdrawing their bid, and will enter a contract.
9. **Bid Opening:** The formal process during which sealed bids are publicly unsealed and recorded.
10. **Bid Protest:** A formal complaint lodged against the procedures or decisions made by a procurement authority during the contract awarding process.
11. **Bidder:** A vendor who submits a bid in response to an Invitation for Bids (IFB) or another type of formal solicitation.
12. **Blanket Order:** An agreement to purchase goods or services from a specific vendor over a period, capped at a maximum total cost.
13. **Blanket Purchase Contract/Agreement.** A procurement method for fulfilling the anticipated recurring needs for supplies or services through the award of competitive line-item contracts or discounts from a supplier/manufacturer, or service provider, usually through competition. BPAs are used to reduce the administrative expenses resulting from small and/or recurring requirements.
14. **Brand Name:** A unique identifier specific to a particular seller or manufacturer used in specifications to describe a product.
15. **Brand Name (or Equivalent):** One or more manufacturer's brand names used in a specification to represent certain quality, performance, and other notable characteristics.

16. **Centralized Purchasing:** A consolidated approach to procurement where an organization's single Purchasing Division manages and conducts all formal procurement.
17. **Change Order:** A formal written modification to the original terms of a contract or purchase order that usually result in a modification of contract price and/or delivery/project schedule.
18. **Collusion:** The secret cooperation between two or more parties to achieve a fraudulent or unlawful end – in violation of antitrust laws.
19. **Commodity:** A marketable item or product to satisfy a need or want.
20. **Construction Manager/General Contractor (CMGC)/Construction Manager at Risk (CMR):** A delivery method where the owner contracts separately with a design firm and a construction manager as a general contractor that works collaboratively to complete the project.
21. **Cooperative Purchasing:** A procurement method where multiple government agencies collaborate to leverage collective buying power, resulting in potential cost savings, standardized terms, and reduced administrative efforts.
22. **Design-Bid-Build:** The traditional project delivery method involves three sequential phases: design, procurement, and construction.
23. **Design-Build:** A project delivery method where one entity—the design-build team—works under a single contract with the project owner to provide design and construction services.
24. **Employee:** An individual who works part-time or full-time under a contract of employment, whether oral or written, express or implied.
25. **Form, Fit, and Function:** The physical and performance characteristics or specifications uniquely identify a component or device and determine its interchangeability in a system or equipment.
26. **Informal Quote/Bid/Proposal:** A competitive bid, price quotation, or proposal for supplies or services conveyed via letter, fax, email, or another manner that does not require a formal sealed bid or proposal, public opening, or other formalities.
27. **Invitation for Bid (IFB):** A procurement method used to solicit competitive sealed bid responses, sometimes called formal bids, when the price is the basis for the award.
28. **Invoice:** A document listing the goods or services provided and the sum due.
29. **Lowest Responsive and Responsible Bidder:** The bidder fully complied with all the bid requirements, whose past performance, reputation, and financial capability are deemed acceptable, and who has offered the most advantageous pricing or cost benefit.
30. **Minor Informality/Irregularity:** A minor non-compliance in a bid that is merely a matter of form, not substance.
31. **Net Price:** After all discounts, rebates, etc., have been allowed.

32. **Non-Budgeted Purchase:** A purchase not included in the original budget.
33. **Non-Responsible (Bid):** A bid response to a solicitation where the bidder does not have the ability or capability to fully perform the solicitation's requirements. A business entity or individual who does not possess the integrity and reliability to assure contractual performance.
34. **Non-Responsive (Bid):** A response to a solicitation that does not conform to the mandatory or essential requirements contained in the solicitation.
35. **Obsolete Supplies/Equipment:** Items that are no longer in use or are unusable due to needing to be updated because of new technology, regulations, or procedures instituted by the entity.
36. **Offeror:** An individual or business that submits an offer in response to a solicitation.
37. **Official Responsibility:** The direct administrative or operating authority to approve, disapprove, or otherwise immediate governmental action.
38. **Non-Professional Service:** Any service not specifically identified as a professional service.
39. **Performance:** The fulfillment of the obligations, duties, and responsibilities specified in a contract or agreement, encompassing the successful delivery of goods, completion of services, and achievement of specified outcomes in a timely, efficient, and satisfactory manner, all according to the standards and conditions outlined in the contract.
40. **Piggyback (Piggyback Cooperatives):** A form of intergovernmental cooperative purchasing in which an entity is given the pricing and terms of a contract entered by another entity.
41. **Professional Services:** Unique services provided by firms or individuals with specialized skills, expertise, or knowledge. These services typically include architectural, engineering, legal, financial, consulting, and other professional services.
42. **Protest:** A written objection by an interested party to a solicitation or award of a contract intended to receive a remedial result.
43. **Proposal.** An offer to provide commodities, work, or services.
44. **Proposer:** An individual or vendor who submits a proposal in response to a Request for Proposals.
45. **Procurement:** A range of activities such as identifying needs, defining specifications, selecting the appropriate procurement method, evaluating, and selecting vendors or contractors, managing contracts, and managing vendor relationships.
46. **Public Notice:** An announcement by an entity concerning a solicitation or other information of public interest.

47. **Purchasing:** The specific act of buying goods, services, or works, often after the Procurement process.
48. **Qualified Bidder:** A bidder determined by the purchasing organization to meet the minimum standards of business competence, reputation, financial ability, and product quality.
49. **Quasi-Government:** Organizations funded by the government but operated independently.
50. **Response:** The formal submission made by a vendor or contractor in response to a procurement solicitation issued by the City. Such solicitations may take the form of a Request for Information (RFI), Request for Proposal (RFP), Request for Quotation (RFQ), Invitation for Bid (IFB), or Statement of Qualifications (SOQ).
51. **Responsible Bidder/Proposer/Offeror:** A vendor capable of fully performing the contract requirements.
52. **Responsive Bid/Proposal/Offer:** A bid, proposal, or offer that fully conforms to the solicitation and its requirements in all material respects.
53. **Simplified Purchase:** Purchases under the threshold required for formal solicitations.
54. **Solicitation:** A formal request to vendors for a proposal, quote, or information.
55. **Small Purchases:** Expenditures below the threshold for formal solicitations.
56. **Surety:** A third-party company that guarantees payment of claims arising when a vendor fails to perform per the contract.
57. **Tabulation of Bids/Responses:** Recording responses to solicitations for comparison, analysis, and record keeping.
58. **Vendor:** A business, company, individual, or entity selling goods, services, or works. Vendors provide the products or services requested in the City's procurement process.
59. **Waiver of Minor Irregularity or Informality:** The disregarding of minor errors or technical non-conformance in the offer that does not confer a competitive advantage or constitutes non-compliance with the fundamental integrity of the procurement process.



Grand Junction City Council

Regular Session

Item #2.a.ii.

Meeting Date: October 2, 2024
Presented By: John Shaver, City Attorney
Department: City Attorney
Submitted By: John Shaver

Information

SUBJECT:

Introduction of an Ordinance Concerning the Salary of the City Manager and Setting a Public Hearing for October 16, 2024

RECOMMENDATION:

Introduce on first reading and pass for publication in pamphlet form an ordinance concerning the salary for the City Manager and set a public hearing for October 16, 2024.

EXECUTIVE SUMMARY:

In accordance with Resolution 66-24 and to satisfy the requirements thereof, this ordinance is being introduced and recommended being passed for publication in pamphlet form to establish, as required by the City Charter, a salary for the City Manager.

BACKGROUND OR DETAILED INFORMATION:

On September 16, 2024, the City Council adopted and approved Resolution 66-24, which named Michael P. Bennett as the sole finalist for appointment as City Manager. That Resolution authorized the Human Resources Director and Raftelis Consulting Company, working in conjunction with the City Attorney, to extend a conditional offer of employment to Mr. Bennett. That offer was to be made expressly subject to and contingent on:

- 1) the expiration of a period of no less than 14 days before an appointment may be made;
- 2) Mr. Bennett's acceptance by his signature of the terms of an employment agreement to be established by the City Council; and,
- 3) adoption of a separate resolution by the City Council pursuant to §56 of the Grand Junction City Charter appointing Mr. Bennett as City Manager; and,

4) passage of an ordinance establishing the salary for the position pursuant to § 57 of the Grand Junction City Charter.

In order to discharge the contingencies of Resolution 66-24, this Ordinance is proposed and as necessary or required to effectuate the purposes hereof, the Ordinance will establish the salary for Mr. Bennett as City Manager, pursuant to his employment agreement, with the compensation, as established, being effective as of his first day of employment with the City. Compensation and all other terms of employment shall be established in the employment agreement and be separately considered, and if approved, the same shall be by separate resolution of the City Council.

FISCAL IMPACT:

The City's budget process will include the salary and other compensation when/if the contingencies of Resolution 66-24 are satisfied.

SUGGESTED MOTION:

I move to (Introduce and approve/not introduce and not approve) on first reading and pass for publication in pamphlet form an ordinance concerning the salary for the City Manager and set a public hearing for October 16, 2024.

Attachments

- 1. ORD-Bennett Salary 20240917

CITY OF GRAND JUNCTION

ORDINANCE NO.

AN ORDINANCE CONCERNING THE SALARY OF THE CITY MANAGER

RECITALS.

On September 16, 2024, the City Council adopted and approved Resolution 66-24 which named Michael P. Bennett as the sole finalist for appointment as City Manager. That Resolution authorized the Human Resources Director, and Raffelis Consulting Company, working in conjunction with the City Attorney to extend a conditional offer of employment to Mr. Bennett. That offer was to be made expressly subject to and contingent on:

- 1) The expiration of a period of no less than 14 days before appointment may be made;
- 2) Mr. Bennett's acceptance by his signature of the terms of an employment agreement to be established by the City Council; and,
- 3) adoption of a separate resolution by the City Council pursuant to §56 of the Grand Junction City Charter appointing Mr. Bennett as City Manager; and,
- 4) passage of an ordinance establishing the salary for the position pursuant to § 57 of the Grand Junction City Charter.

In order to discharge the contingencies of Resolution 66-24 this Ordinance is adopted and as necessary or required to effectuate the purposes hereof, this Ordinance shall establish the salary for Mr. Bennett as City Manager, pursuant to his employment agreement, with the compensation, as established being effective as of his first day of employment with the City. Compensation and all other terms of employment shall be as established in the employment agreement and be unchanged unless and until amended by subsequent action of the City Council.

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

That the foregoing Recitals are incorporated by reference and consequently that the salary of City Manager Michael Bennett is and shall be set at \$260,000.00 per year and as customarily prorated for any period of less than one year, to compensate him for his service to the City of Grand Junction in accordance with his employment agreement and the Charter and ordinances of the City of Grand Junction, Colorado.

The City Council does authorize the President of the city Council to take such action as is necessary or required, consistent with this Ordinance, to affect the same upon second reading and final passage by action of the Council on the date appointed for the same.

INTRODUCED ON FIRST READING this ___ day of October 2024.

PASSED AND ADOPTED this ___ day of ____ 2024.

Abram Herman
President of the City Council

Attest:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #3.a.

Meeting Date: October 2, 2024
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Jim Stavast

Information

SUBJECT:

Sole Source Purchase Access Control (Security) Hardware Installation and Software Programming for Multiple City Buildings

RECOMMENDATION:

Staff recommends approval of this sole source request for DMI Technologies, Inc. for the installation and programming of access control systems at multiple City buildings.

EXECUTIVE SUMMARY:

In 2017, the City implemented the Open Options DNA Fusion access control platform, replacing an unsupported system. Currently, 15 City facilities operate on DNA Fusion, with staff now tasked with expanding access control for key locations, including City Hall, Parks Administration, and the new Fire Station 7, among others.

DMI Technologies, Inc. is the only contractor licensed by Open Options, Inc. between Salt Lake City and Denver to provide the necessary software and hardware programming for this system. This exclusive licensing ensures full integration with the City's current infrastructure, preserving security and operational continuity.

Staff recommends the approval of DMI Technologies, Inc. as the sole-source contractor for this project. This approach prevents potential risks and guarantees the access control system remains consistent and effective across all facilities. The project will be funded through the City's existing safety improvement budget.

BACKGROUND OR DETAILED INFORMATION:

In 2017, the City transitioned to the Open Options DNA Fusion access control software platform to replace an outdated and unsupported system. Since then, the City has implemented access control systems at 15 facilities using DNA Fusion software. This

platform enables efficient management of card readers and access controls across multiple facilities, enhancing security and access control for City operations.

As part of ongoing safety improvement initiatives, City staff have identified the need to expand or improve access control in several key locations, including:

- City Hall
- Building A (Municipal Operations Center)
- Building C (Municipal Service Center)
- Parks Administration
- Parks Operations
- Transportation Engineering (Building D)
- Facilities (Building B)
- Future Fire Station 7

DMI Technologies, Inc. is the only contractor licensed by Open Options, Inc. to provide the necessary software and hardware programming for the DNA Fusion platform between Salt Lake City and Denver. This exclusive licensing is critical to ensure that any additional access control systems are fully compatible and integrated with the City's existing infrastructure. Engaging a contractor without this specific licensing could lead to integration issues, increased costs, and potential security vulnerabilities. Selecting DMI Technologies, Inc. as the sole-source contractor ensures compatibility, continuity, and security for the City's access control system expansion.

FISCAL IMPACT:

The cost of this service is included in the adopted 2024 Facilities Capital Plan and the Fire Station 7 construction budget.

SUGGESTED MOTION:

I move to (approve/deny) the City Purchasing Division to issue a sole source purchase order to DMI Technologies, Inc. in the amount of \$70,000 for the installation of access control systems on multiple City buildings.

Attachments

None



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: October 2, 2024
Presented By: John Shaver, City Attorney, Trenton Prall, Engineering & Transportation Director
Department: Engineering & Transportation
Submitted By: Trent Prall, Engineering and Transportation Director

Information

SUBJECT:

A Resolution Authorizing an Easement on City-owned Property at 1351 Riverfront Loop (Las Colonias)

RECOMMENDATION:

Staff recommends approval of the request.

EXECUTIVE SUMMARY:

The City has negotiated an agreement with the developer of 1351 Riverfront Loop in Las Colonias for a utility easement on and across the Property for the purpose of providing utilities to the south side of the Oakstar Bank currently under construction.

BACKGROUND OR DETAILED INFORMATION:

Oakstar Bank received City approval for the construction of a two-story, 13,524 square foot commercial building at 1351 Riverfront Loop as part of PCN-2024-813. This is in the commercial/retail area of the Riverfront at Las Colonias.

The bank requires natural gas powered backup generation for security purposes. With the larger natural gas demand and location of the generator, Xcel is requiring a 10 foot utility easement along the east side of the property.

Due to Department of Energy covenants associated with the property, the City retained ownership of the underlying ground and then leased it to tenants, in this case, Oakstar Bank. As the property owner, the City must convey the easement.

Staff is in agreement with the request as it will serve the Oakstar Bank site and, at some point in the future, the development of the lot to the east.

The City has negotiated an agreement with Oakstar Bank for a utility easement on and across the property for the purpose of providing utility service to the benefit of 1351 Riverfront Loop.

FISCAL IMPACT:

There is no direct fiscal impact related to this request.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 68-24, a Resolution authorizing an utility easement on City-owned property at 1351 Riverfront Loop.

Attachments

- 1. Location Map-LasColonias-PadM-Oakstar
- 2. 1351_RiverfrontLoop Oakstar - Utility Easement
- 3. Exhibit A Oakstar Bank - Utility Easement Legal Description-final
- 4. Exhibit B Oakstar Bank - Utility Easement Legal Sketch-final
- 5. RES 1351_RiverfrontLoop Utility Easement-DRAFT(rev)



Oakstar Bank Location

M

Riverfront at Las Colonias
Oakstar Bank
Location Map

EASEMENT

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from Oakstar Bank, 461 Main Street, Grand Junction CO 81501, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, a non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said utility lines, through, under, across, and along a course as said lines may be hereafter situated in Lot 4 Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and lying entirely within that property as described at Reception Number 1796705 of the Mesa County Records, the easement being described as follows:

SEE EXHIBIT A FOR EASEMENT DESCRIPTION AND EXHIBIT B FOR EASEMENT SKETCH, BOTH ATTACHED HERETO AND MADE A PART HEREOF.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utilities and related fixtures and devices, and to remove objects interfering therewith, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this _____ day of _____, 2024.

Attest

Grantor

The City of Grand Junction, a Colorado home rule municipality

By: _____

Name: Selestina Sandoval

Title: City Clerk

By: _____

Name: Andrea Phillips

Title: Interim City Manager

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Andrea Phillips, Interim City Manager and Selestina Sandoval as City Clerk for the City of Grand Junction, a home rule municipality.

Witness my hand and official seal.

Notary Public
My Commission expires:

Exhibit A

LEGAL DESCRIPTION

A parcel of land situated in Lot 4 Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and lying entirely within that property as described at Reception Number 1796705 of the Mesa County Records, being more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 24 from whence the Northwest Corner of said Lot 4 bears S89°56'29"W a distance of 2658.58 feet; thence S89°56'29"W a distance of 1329.29 feet to the Northeast Corner of said Lot 4; thence S70°27'24"W a distance of 558.80 feet to the Point of Beginning; thence S24°00'00"W a distance of 104.09 feet; thence N66°00'00"W a distance of 35.12 feet; thence N24°00'00"E a distance of 14.28 feet to the Southwestern building line of that building located on Las Colonias Lease Parcel M; thence S66°00'00"E along said building line a distance of 10.00 feet; thence S24°00'00"W a distance of 4.28 feet; thence S66°00'00"E a distance of 15.12 feet; thence N24°00'00"E a distance of 94.09 feet; thence S66°00'00"E a distance of 10.00 feet to the Point of Beginning.

Said parcel contains 1334.9 square feet as described.

Above legal description written by:

Patrick W. Click

Colorado registered Professional Surveyor No. 37904

3194 Mesa Avenue Unit B

Grand Junction, Colorado 81504

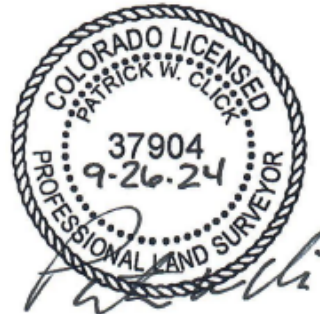
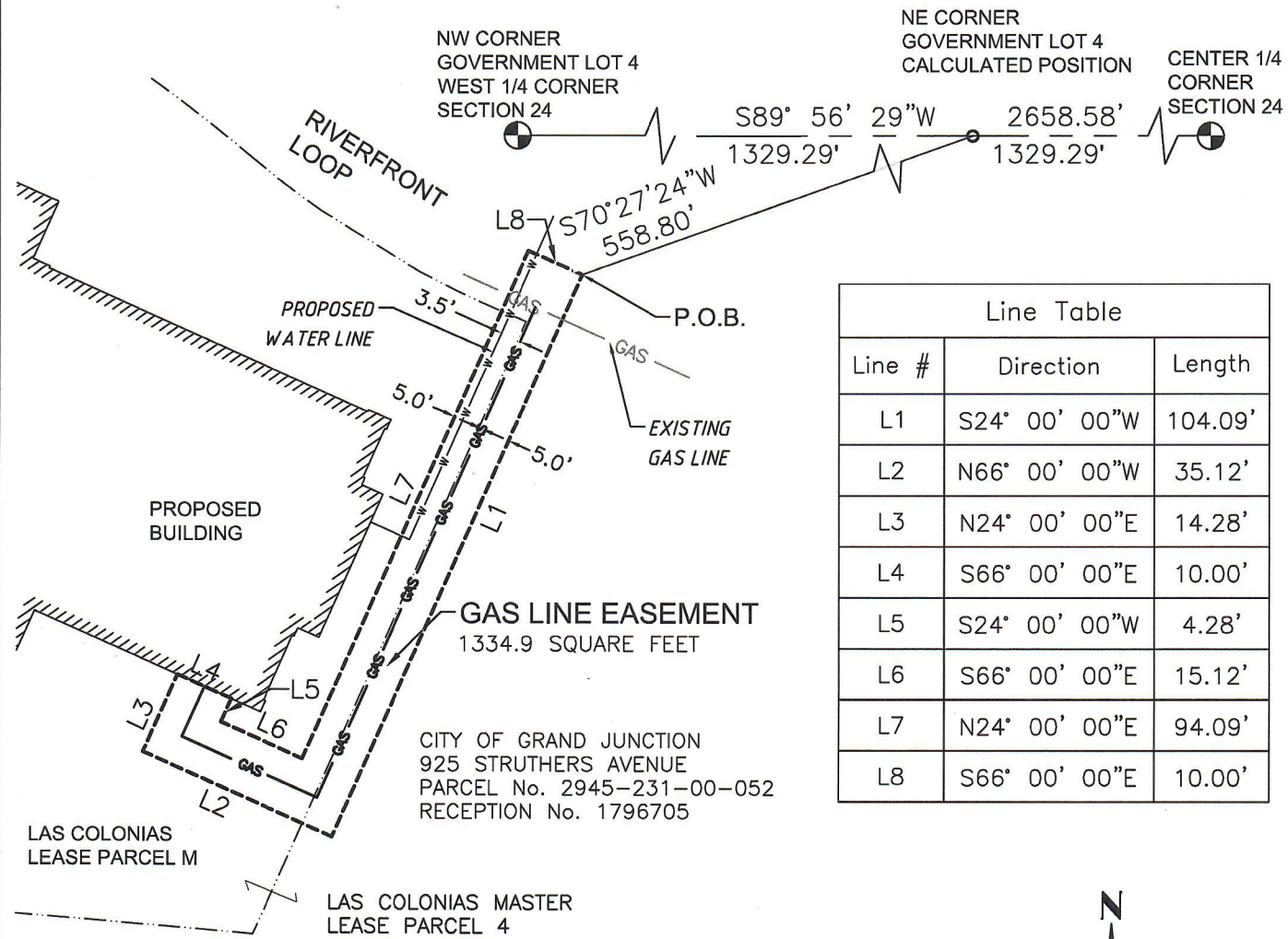
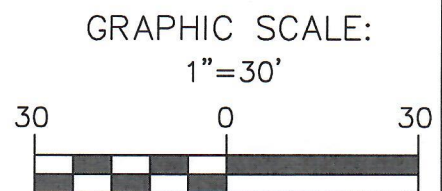
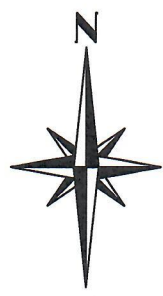


EXHIBIT B



Line Table		
Line #	Direction	Length
L1	S24° 00' 00"W	104.09'
L2	N66° 00' 00"W	35.12'
L3	N24° 00' 00"E	14.28'
L4	S66° 00' 00"E	10.00'
L5	S24° 00' 00"W	4.28'
L6	S66° 00' 00"E	15.12'
L7	N24° 00' 00"E	94.09'
L8	S66° 00' 00"E	10.00'



LEGAL DESCRIPTION SKETCH

JOB: 2024142 DATE: 9/26/24

GAS LINE EASEMENT
LAS COLONIAS LEASE PARCEL M
GRAND JUNCTION, COLORADO

LOT 4 OF SECTION 24
T1S, R1W, UTE MERIDIAN
CITY OF GRAND JUNCTION, MESA COUNTY, COLORADO

LINEAR UNITS ARE U.S. SURVEY FEET

POLARIS SURVEYING
PATRICK W. CLICK P.L.S.
3194 MESA AVE
GRAND JUNCTION, CO 81504
PHONE (970)434-7038

RESOLUTION NO. __-24

A RESOLUTION AUTHORIZING AN EASEMENT ON CITY-OWNED PROPERTY TO OAKSTAR BANK

Recitals:

The City of Grand Junction is the owner of the following described real property ("Property") in the City of Grand Junction, County of Mesa, State of Colorado, to wit:

A parcel of land situated in Lot 4 Section 24, Township 1 South, Range 1 West, Ute Meridian, City of Grand Junction, County of Mesa, State of Colorado and lying entirely within that property as described at Reception Number 1796705 of the Mesa County Records, being more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 24 from whence the Northwest Corner of said Lot 4 bears S89°56'29"W a distance of 2658.58 feet; thence S89°56'29"W a distance of 1329.29 feet to the Northeast Corner of said Lot 4; thence S70°27'24"W a distance of 558.80 feet to the Point of Beginning; thence S24°00'00"W a distance of 104.09 feet; thence N66°00'00"W a distance of 35.12 feet; thence N24°00'00"E a distance of 14.28 feet to the Southwestern building line of that building located on Las Colonias Lease Parcel M; thence S66°00'00"E along said building line a distance of 10.00 feet; thence S24°00'00"W a distance of 4.28 feet; thence S66°00'00"E a distance of 15.12 feet; thence N24°00'00"E a distance of 94.09 feet; thence S66°00'00"E a distance of 10.00 feet to the Point of Beginning.

Said parcel contains 1334.9 square feet as described.

The City has negotiated an agreement with Oakstar Bank for a utility easement on and across the Property for the purpose of providing utility infrastructure to the benefit of utility companies providing service Oakstar Bank ("Easement").

The City Council having been advised in the premises deems it appropriate that the City grant the Easement for the purposes stated in the Easement and this Resolution.

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

The City Manager is hereby authorized and directed to sign the attached Utility Easement Agreement granting an easement for the purposes established and provided in the Utility Easement Agreement, this Resolution and the actions taken in support thereof. All actions taken by the officers, employees and agents of the City relating to

the Utility Easement Agreement described or referred to herein and which actions are consistent with the provisions hereof are hereby ratified, approved, and confirmed.

PASSED and ADOPTED this 2nd day of October 2024.

Abram Herman
President of the City Council

Attest:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: October 2, 2024
Presented By: Ashley Chambers, Housing Manager
Department: Community Development
Submitted By: Ashley Chambers, Housing Manager

Information

SUBJECT:

A Resolution Authorizing the Interim City Manager to Submit a Grant Request to the Colorado Department of Local Affairs (DOLA) for the Local Planning Capacity Grant Program

RECOMMENDATION:

Staff Recommends approval of this resolution.

EXECUTIVE SUMMARY:

This request is to seek authorization to submit a grant application to the Department of Local Affairs (DOLA) for a \$63,225 Planning Capacity Grant. This grant will support professional development activities to further advance the City's adopted Housing Strategies and fund an Americorp fellow as a Housing Engagement and Outreach Specialist (HEOS). The City would be required to provide a grant match of 20 percent for \$31,000 which is included in the 2024 Housing Operational budget.

BACKGROUND OR DETAILED INFORMATION:

The Colorado Department of Local Affairs Local Planning Capacity Grant Program intends to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for housing projects. The program supports local government's capacity to address affordable housing, especially by supporting efforts such as implementing Proposition 123, expediting development review, and permitting and zoning of affordable housing. Funds from the grant can support new staff wages, hiring consultants, implementing new systems and technologies, regional collaborations, developing future commitments, or other efforts that impact the number of affordable housing units built towards Prop 123 commitments.

The City of Grand Junction recognizes the critical importance of effective local planning in shaping the community's future. This grant would enhance the City's planning capacity to address key issues such as housing affordability, sustainable development, and strategic growth management. The City intends to use these funds to support professional development activities to advance further the City's adopted Housing Strategies and fund an AmeriCorps fellow (contract position) as a Housing Engagement and Outreach Specialist (HEOS).

The HEOS will play a crucial role in supporting Housing Strategies by:

- Tracking affordable housing unit production (Proposition 123 compliance)
- Supporting our Accessory Dwelling Unit program
- Assisting with Affordable Housing Incentives and City-Owned Land initiatives
- Engaging landlords for low-income housing participation
- Conducting community outreach to increase understanding of housing issues
- Supporting other housing-related projects as they develop
- Enabling full-time housing staff to focus on furthering housing production and goals

In October 2021, City Council adopted the Grand Junction Housing Strategy to create a balanced approach for increasing affordable housing options, diversify housing choice, decrease the gap between need and housing inventory, and assist those without homes to access supportive and housing services. Additionally, the City committed to Proposition 123 in August 2023, which set a goal to increase affordable housing stock by three percent per year. Based on the current baseline, this goal equates to a 9 percent increase over three years (374 units) or approximately 124 units annually by December 31, 2026.

FISCAL IMPACT:

The total project cost is \$94,225. Funding sources comprise a \$63,225 request from DOLA's Planning Capacity Grant, with the City local grant match of 20 percent in the amount of \$31,000 which is included in the 2024 Housing Operational budget.

SUGGESTED MOTION:

I move to (adopt/deny) Resolution No. 69-24 for submission of an application to the Department of Local Affairs for the Local Planning Capacity Grant.

Attachments

1. RES-DOLA Local Planning HEOS

CITY OF GRAND JUNCTION, COLORADO

RESOLUTION NO. 69-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT REQUEST TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS LOCAL PLANNING CAPACITY GRANT.

RECITALS.

In October 2021, City Council adopted the Grand Junction Housing Strategy to create a balanced approach for increasing affordable housing options, diversify housing choice, decrease the gap between need and housing inventory, and assist those without homes to access supportive and housing services. Additionally, the city committed to Proposition 123 in August 2023, which set a goal to increase affordable housing stock by 3% per year. Based on the current baseline, this goal equates to a 9% increase over 3 years (374 units) or approximately 124 units annually by December 31, 2026.

The City of Grand Junction recognizes the critical importance of effective local planning in shaping our community's future. This grant would enhance our planning capacity to address key issues such as housing affordability, sustainable development, and strategic growth management. The City intends to use these funds to support professional development activities to further advance the City's adopted Housing Strategies and fund an AmeriCorps fellow as a Housing Engagement & Outreach Specialist (HEOS).

The HEOS will play a crucial role in supporting Housing Strategies by:

- Tracking affordable housing unit production (Proposition 123 compliance)
- Supporting our Accessory Dwelling Unit program
- Assisting with Affordable Housing Incentives and City-Owned Land initiatives
- Engaging landlords for low-income housing participation
- Conducting community outreach to increase understanding of housing issues
- Supporting other housing-related projects as they develop
- Enabling full-time housing staff to focus on furthering housing production and goals

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Grand Junction does hereby authorize the Interim City Manager to apply to the Colorado Department of Local Affairs for the Local Planning Capacity Grant in the amount of \$63,225, with a \$31,000 expenditure of 2024 budgeted housing funds as a City cash match, for a total project cost of \$94,225, all in accordance with the foregoing Recitals.

Dated this xx day of OCTOBER, 2024.

Abe Herman
President of the City Council

ATTEST:

Selestina Sandoval
City Clerk

DRAFT



Grand Junction City Council

Regular Session

Item #5.a.i.

Meeting Date: October 2, 2024
Presented By: Andrea Phillips, Interim City Manager, Jodi Welch, Interim Finance Director
Department: Finance
Submitted By: Jodi Welch, Interim Finance Director

Information

SUBJECT:

An Ordinance for Supplemental Appropriations

RECOMMENDATION:

Staff recommends approving a proposed ordinance making supplemental appropriations to amend the 2024 City of Grand Junction Budget and ordering publication in pamphlet form.

EXECUTIVE SUMMARY:

This supplemental appropriation will provide necessary spending authority for additional funding for the contract with MA Construction for the emergency repair of the stormwater conveyance infrastructure at 733 Horizon Drive, the Energov SAAS migration, Salt Flats infrastructure, and funding towards a property purchase near the intersection of Ute Avenue and 1st and 2nd streets.

BACKGROUND OR DETAILED INFORMATION:

The total requested supplemental in the General Fund is \$2,601,251. As reported in the staff report for the June 2024 supplemental appropriations approved by City Council, the projected ending fund balance at 12/31/2024 was \$43.24 million. Of that amount, \$1.9 million is invested in internal loans, and \$25.9 million is the minimum reserve set by City Council resolution based on the 2024 Adopted Budget. Therefore, there is \$15.44 million available above the minimum reserve. If Council were to authorize the \$2.6 million supplemental now being considered, that would leave \$12.84 million available above the minimum reserve moving forward.

Details of the \$2,601,251 requested supplemental are as follows:

Contract with MA Construction for emergency repair work

Included in the September 18, 2024, City Council meeting, in a separate agenda item, staff requested approval to fund a contract with MA Construction for emergency repair of stormwater conveyance infrastructure at 733 Horizon Drive. The work was conducted as an emergency purchase under the City's purchasing policy to expedite repairs and prevent further damage. The project was completed successfully, restoring the stormwater system and ensuring the safety of the property.

The requested supplemental appropriation is \$375,142.

Energov SAAS Migration

Tyler Enterprise Permitting and Licensing (EPL), previously known as EnerGov, is the software product Community Development uses to intake, review, and issue decisions for all development projects and permits. Currently, the software is hosted on City of Grand Junction servers, which has created limitations due to security concerns, such as the ability for use by outside review agencies, citizens and developers. This purchase will allow Energov to move to the Cloud, also referred to as a SaaS migration, which will increase the functionality of the existing software, minimize IT staff support time, and significantly reduce Community Development staff time in various steps, which requires manual and data entry steps in project documentation.

The requested supplemental appropriation is \$169,664.

Salt Flats (Grand View Commons Subdivision) Infrastructure

EN-SIM QOF, LLC is in the process of platting Grand View Commons Subdivision that includes four lots of which one lot (Lot 4) of 21.45 acres is intended for city purchase. The City's zoning and development code requires that financial security is provided to ensure future improvements such as streets and utilities are constructed. The approved Letter of Interest and pending contract with the seller provided that the city would construct the necessary improvements and provide the financial guarantee. The Improvement Cost Estimate completed by the Engineer of Record provides that \$1,956,445 is needed to be provided as financial security, which includes \$1,630,371 plus a contingency of \$326,074. The City is simultaneously seeking a grant from DOLA through the More Housing Now grant for assistance with the improvements, which, if selected, would allow the City to invest only \$800,000 of this request for the necessary infrastructure.

The requested supplemental appropriation is \$1,956,445 to fund the necessary financial security.

Property Purchase area near Intersection of Ute Avenue 1st & 2nd Streets

A mobility hub has been proposed as part of multiple planning documents, including the

City's Comprehensive Plan and the 2045 Grand Valley Transportation Plan. The Colorado Department of Transportation (CDOT) successfully obtained a large federal grant to fund a mobility hub in downtown Grand Junction. The City's participation was provided to Council on the August 21 Council agenda. As negotiations for a selected site are underway, the \$100,000 is necessary to supplement funding with CDOT and Mesa County to purchase the identified property.

The requested supplemental appropriation is \$100,000.

FISCAL IMPACT:

The supplemental appropriation ordinance is presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City of Grand Junction. The appropriation ordinance is consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and is supported by the supplementary documents incorporated by reference above.

This new spending for the contract with MA Construction for emergency repair work, the Energov SAAS migration, Salt Flats infrastructure and the property purchase in the area near Intersection of Ute Avenue 1st and 2nd Streets, will be a reduction of \$2,601,251 from the available fund balance in the General Fund.

SUGGESTED MOTION:

I move to (adopt/deny) Ordinance No. 5233 making the supplemental appropriations to the 2024 Budget of the City of Grand Junction, Colorado for the year beginning January 1, 2024, and ending December 31, 2024, and order publication in pamphlet form.

Attachments

1. 2024.10.02 Supplemental Appropriation Summary
2. October 2, 2024 Supplemental Appropriation Ordinance

2024 Supplemental Appropriation Detail
October 2, 2024

Fund	Description	Amount
General Fund 100		
New	Contract with MA Construction for emergency repair work	\$ 375,142
New	Energov SAAS Migration	169,664
New	Salt Flats (Grand View Commons Subdivision) infrastructure	1,956,445
New	Property Purchase area near Intersection of Ute Avenue 1st & 2nd Streets	100,000
	Total General Fund Supplemental Appropriation	2,601,251

ORDINANCE NO. ____

AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2024 BUDGET OF THE CITY OF GRAND JUNCTION, COLORADO BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024

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

That the following sums of money be appropriated from unappropriated fund balance and additional revenues to the funds indicated for the year ending December 31, 2024, to be expended from such funds as follows:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 2,601,251

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of September 2024.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of October, 2024

President of the Council

Attest:

City Clerk



Grand Junction City Council

Regular Session

Item #6.a.

Meeting Date: October 2, 2024
Presented By: Jay Valentine, General Services Director
Department: General Services
Submitted By: Jay Valentine

Information

SUBJECT:

Discussion and Consideration of an Agreement for the Construction of a Materials Recovery Facility

RECOMMENDATION:

Authorize staff to negotiate with Bruin Waste on the operation and construction of a materials recovery facility and bring information back to Council for further action.

EXECUTIVE SUMMARY:

Currently, the city processes approximately 1,600 tons of recyclable material annually, but capacity limitations have stalled expansion efforts. A new Materials Recovery Facility (MRF), with the capacity to process 13,000-14,000 tons initially and up to 28,200 tons by 2035, is necessary to accommodate future growth in recycling, including expanded curbside, commercial, and public collections.

BACKGROUND OR DETAILED INFORMATION:

The City conducted a Request for Proposals (RFP) process and received responses from three companies: Bruin Waste, Republic Services, and WM (Waste Management). After conducting interviews with Bruin Waste and WM, staff determined that Bruin Waste demonstrated a stronger alignment with the Materials Recovery Facility (MRF) feasibility study and the City's goals and objectives. As a result, staff recommends moving forward with a partnership with Bruin Waste. The proposal involves Bruin Waste partnering with the City to build and operate a MRF capable of handling not only the City's volume but also expanding to accommodate the volume of surrounding communities.

The proposed facility is a 58,450 sq.ft. building on 9.58 acres of land. This location is zoned industrial. Estimated equipment costs range from \$6 million to \$13 million. By

partnering with a third party, we have the opportunity to reduce costs significantly through the use of an existing site, lowering the total cost of the building to approximately \$5.3 million.

With the building and surrounding infrastructure already in place, only minor renovations are necessary, leading to much lower overall costs. The total cost for this 58,450 sq. ft. building is \$93.52 per sq. ft. (including 9.58 acres of land). For comparison, the new 19,000 sq. ft. fleet GVT maintenance building is being constructed at a cost of \$8.01 million, or \$384 per sq. ft. (excluding land).

From an operational standpoint, the Extended Producer Responsibility (EPR) funding is expected to cover 100 percent of operational costs, with funds available by 2026 for residential programs. Rate increases will be minimized with EPR support, and capitalized interest will allow for delayed debt payments until the facility becomes operational.

This project remains in the planning stage, with many variables still to be determined, but the outlined assumptions and proposed partnership with Bruin Waste provide a strong foundation for moving forward.

Regarding the RFP and the allegations made by WM, the City of Grand Junction strongly disagrees with the assertion that it violated state or City law by engaging in premature negotiations with Bruin Waste. Prior to the formal solicitation process, the City received unsolicited proposals from both Bruin Waste and WM. These proposals did not constitute any form of negotiation, and the City immediately took steps to ensure a fair and transparent process by issuing a formal RFP.

After the RFP was issued, the City did not engage in any further conversations with either Bruin Waste or WM beyond the formal proposal interviews conducted with both companies. The City adhered to its established procurement procedures, ensuring that all vendors had an equal opportunity to participate in the competitive process. Additionally, staff is not recommending the implementation of flow control for recyclables.

The decision to engage in any future negotiations will depend on City Council's approval and direction. Any contract resulting from this process will be brought back to City Council for final approval.

Regarding the concerns related to the Colorado Open Records Act (CORA) request, it should be noted that the City cannot fulfill an open records request before the conclusion of an open solicitation period if the records requested pertain to the solicitation. This ensures the integrity of the competitive process and prevents any undue advantage to any vendor.

FISCAL IMPACT:

The issuance of a Certificate of Participation (COP) is being proposed as the instrument to fund this project. An issuance of \$15-\$18 million, depending on scalable processing equipment, will include up to three years of capitalized interest. Capitalized interest allows interest costs during MRF construction to be delayed for up to three years. These costs would either be covered by bond premiums and/or added to the total project cost. Payments on the principal and interest would begin once the MRF is operational and generating revenue.

Staff is also pursuing a \$5 million Solid Waste Infrastructure for Recycling (SWIFR) grant. The SWIFR grant provides funds to implement post-consumer materials management and infrastructure, support improvements to local post-consumer materials management and recycling programs and assist local waste management authorities in improving regional waste management systems.

Under House Bill 22-1355, EPR funding will not only cover the net costs of recycling, but will include applicable costs related to capital improvements of existing recycling programs, making scalability a more cost-effective approach.

SUGGESTED MOTION:

I move to (authorize/not authorize) City staff to negotiate a contract for a Materials Recovery Facility with Bruin Waste to bring back for Council consideration.

Attachments

None



Grand Junction City Council

Regular Session

Item #8.a.

Meeting Date: October 2, 2024

Presented By: Andrea Phillips, Interim City Manager

Department: Parks and Recreation

Submitted By: Ken Sherbenou

Information

SUBJECT:

Consideration of Lease Amendments, 2024 Rent Abatement and Approval for Additional 2025 Fireworks Displays

RECOMMENDATION:

Staff recommends authorizing staff to negotiate possible changes to the Jackalopes lease and to consider allowing additional fireworks shows. Consideration of rent abatement for 2024 is also for Council determination.

EXECUTIVE SUMMARY:

The Jackalopes have approached the City with several requests of the City to continue their operation. Several conversations with the team owner, league president and team manager have occurred. The Jackalopes have indicated they are considering leaving since they have stated that they have had substantial and unsustainable financial losses during the 2024 season. As such, they have proposed several items for the City's consideration. The attached letter outlines some of the requests that will need Council direction. In addition to some changes to their lease with the City, they are seeking abatement of 2024 rent and a renegotiation of the terms of their lease.

BACKGROUND OR DETAILED INFORMATION:

The Jackalopes have requested to move from three to six fireworks displays, renegotiate lease terms, 2024 rent abatement, and other items that the owners believe will increase their ability to stay financially solvent and keep the team in the city. At this time, staff is seeking direction from Council on these three items. The remaining items are in discussion with staff and Jackalopes owner/ reps.

Fireworks Displays

One request from the Jackalopes involves moving from three fireworks shows to

six. This would increase the total number of fireworks shows in Lincoln Park from five to eight shows. The Jackalopes have indicated games with fireworks are critical revenue generators.

Taking into account the request for additional shows put on by the Jackalopes, staff asks Council to consider all shows for the 2025 season. These are to be held in conjunction with baseball games and events at Suplizio. Fireworks displays are being requested on behalf of Colorado Mesa University, Junior College World Series (JUCO), the Grand Junction Jackalopes and the City of Grand Junction. The 2025 dates include a total of five to eight shows: a CMU baseball game, JUCO (on Memorial Day) and three to six Friday evening fireworks shows following Jackalopes Games (which also includes the 4th of July fireworks put on by the City). The 4th of July is the only fireworks show where the City puts on the show. The dates for the proposed shows are as follows. Where an xx is listed, this indicates the exact dates have yet to be determined:

- April xx (CMU) – This is CMU's participation night.
- May 26 (JUCO) - This is JUCO's salute to veterans on Memorial Day.
- June xx (Jackalopes) - This is a Friday and opening night for the Grand Junction Jackalopes. It commemorates the start of their summer season at Lincoln Park Stadium.
- July 4 (City/Jackalopes) - The City will host the Fireworks Extravaganza and the Grand Junction Jackalopes will play a game beforehand. Like in 2024, the game will start at 5:35p.m. to ensure fireworks begin at 9:45 p.m. If the game is not over at 9:45 p.m., the game will be paused and the fireworks will commence. The Jackaopes and the Pioneer League have agreed to this plan.
- July xx (Jackalopes) - This would be a Friday night game.
- August xx (Jackalopes) - This is likely the last Friday before school goes back into session and the last celebration for summer.
- August xx (Jackalopes) - This is a second Friday night show for the month of August for the Grand Junction Jackalopes.
- September xx (Jackalopes) - This would be an additional show for a total of 6 Jackalopes fireworks shows.

Staff requests City Council consider a motion to approve or deny the request to hold five to eight shows in 2025. Previous years (such as 2021) saw about ten shows approved each year and significant negative feedback was received from the surrounding neighborhood. In direct response to these concerns, which were also reflected by some members of City Council in 2021, the Stadium users and partners proposed a decrease in the number of shows to be held. All the organizations who actually put on the shows agreed to a downsized schedule in 2022, which was repeated in 2023 and 2024. Neighbors of Lincoln Park received the approach well yet the Jackalopes have expressed concerns about the financial impact of organizing fewer fireworks shows associated with Jackalopes games.

The plan for 2022, 2023 and 2024 took into account the significant public process that occurred in 2021, including a public forum and a survey of 499 respondents. The results of this survey are attached to this agenda documentation. Although not statistically valid, this does provide meaningful feedback from those in the neighborhood, parks and recreation patrons and Jackalopes fans as all three groups were actively solicited to participate in the survey. 8% of respondents want to see an end to fireworks shows at Lincoln Park and 92% want to see them continue. A majority wanted the focus to be on Memorial Day and the 4th of July and only a few shows outside these holidays. 35% want one to two shows, 25% want three to six, 14% want seven to nine and 18% want ten to eleven shows. These results have informed staff recommendations and discussions with the user groups organizing the shows for the 2022 season, which was then replicated in 2023 and 2024. Staff believes the 2022, 2023, and 2024 plan closely aligns with the preferences voiced by the large majority of the 499 survey respondents in 2021. Like these years, the Jackalopes would still have the most shows in 2025, and staff seeks Council direction on the ultimate number of shows to approve.

The only show the City of Grand Junction is involved in putting on is the 4th of July show. The community has come to expect this fireworks show on the 4th of July to celebrate the nation's independence. The other shows are the responsibility of the organizing entity, either Grand Junction Baseball (JUCO), Colorado Mesa University, or the Grand Junction Jackalopes. Game start times for the Jackalopes (formerly the Rockies) have historically been at 6:40 p.m. on those Friday evenings. Given the concern about disruption to the neighborhood, Jackalopes Friday night games were moved up to 6:05 p.m. in 2021. Additional difficulty in 2021 prompted an even earlier game start time of 5:35 p.m. This would be the start time for 2025's Jackalopes games and shows would need to be shot off by 10 p.m. The earlier game times enables the Jackalopes to have an estimated and likely display time of 9:30 p.m. JUCO also moved up their start times for the first game on Memorial Day in 2024, and those games are scheduled at 9 a.m., 1 p.m., and 6 p.m. This enabled a shoot off at a reasonable time and no complaints were received in 2024.

All shows at Lincoln Park require a coordinated effort, including the event organizer, City staff from Parks, General Services, Fire, Police, and Traffic. Depending on the size of the show, fireworks are staged east of the field from either the practice field or the golf course driving range. Weather conditions are monitored closely and the Grand Junction Fire Department grants final approval each night. If approved, a direct mailing will be sent to all adjacent neighbors highlighting the dates of the shows this season and a post on social media with the fireworks show dates. The 2024 letter from all four entities involved is included in the agenda documentation. The 2025 letter will have the same content but will be updated with the actual dates once those are established.

Rent Abatement for 2024

The Jackalopes are requesting that the City consider a one-time rent abatement for 2024. This total ask would be \$102,013 (seat tax estimate, JUCO fee of \$25,000, and game fee-estimate). The City's budgeted revenue expectation for 2024 from the seat

tax and game fee is approximately \$38,613 + \$38,400. The Council may want to consider some, none or all of this abatement. Staff does not recommend waiver of the JUCO fee.

This year's \$25,000 has yet to be paid to JUCO even though it was due by July 1, 2024 according to the lease. Additionally, the Jackalopes currently owe the City the following for the 2024 season:

- June Alcohol - \$35,406.96. This is reimbursement to the City for product purchased.
- July Alcohol - \$14,358.18. This is reimbursement to the City for product purchased.
- August Alcohol – The City is still working on creating this invoice and it will likely end up in being a credit for unused product.
- Facility Game Fees - \$38,400 – This is anticipated revenue in the budget to cover utilities, field prep and other facility costs.
- Seat Tax – after we get your attendance information, the City creates this invoice.
- Utiilites - \$7,500.

Historically, the City has never waived any of these fees for the GJ Rockies or the Jackalopes.

Lease Terms

A flat rate lease has been requested for \$75,000 with a 3% annual increase yearly. The lease is attached for your reference. See pdf pages 9 and 10 of the current lease agreement enclosed with this agenda documentation for the current rent structure. The rent due to the City from the Jackalopes is \$700 per game and \$0.50 per ticket sold in advance and \$1.25 for each ticket sold at the box office. For 2025, the City has budgeted \$79,100 for payments from the Jackalopes. The current lease, as shown on page 3 of the lease in the First Amendment to the Jackalopes lease states they will pay the Grand Junction Baseball Committee (JUCO) \$25,000 by July 1st of each year. The Jackalopes have yet to pay this to JUCO and for at least the last several years, this payment has been late (although due July 1, 2023 for last year, this payment was not made until May of 2024). This is one of the debts Mr. Tolin refers to in his letter. All debts owed to the City for 2023's season were not paid until May of 2024 including the seat tax, the per game fee, reimbursement for alcohol and the \$25,000 owed to JUCO.

FISCAL IMPACT:

The financial impact to this request would be reduction in future revenue from the lease (if changes are made per this request), and a reduction in revenue from the 2024 rent abatement, if granted.

SUGGESTED MOTION:

I move to (approve/deny) the request to host (five to eight) fireworks displays at Lincoln Park Stadium as presented by Colorado Mesa University, Grand Junction Baseball (JUCO), Grand Junction Jackalopes, and the City of Grand Junction as well as to

authorize staff to enter into negotiations with the Jackalopes regarding potential changes to the current lease with the City under the terms indicated.

Attachments

- 1. Council Letter
- 2. Draft Fireworks Letter 2024, final
- 3. Fireworks Survey Results as of 7 20 21
- 4. Ordinance ~ and Management Agreement by and Between the City and GJR LLC to Future Legends LLC for Use of the Premises Commonly Known as Suplizio Fi

Mayor Herman and Fellow Council Members,

It's a pleasure to introduce myself to you, and I am very sorry I can't be there in person. October 2 is the Jewish New Year, and I will be celebrating with my family. I'm writing to you because I desperately want the Jackalopes to remain in Grand Junction as the city's only professional sports team. But I need your help to do so.

Let me say Mike Shapiro, Mick Ritter & myself greatly appreciate the spirit of our conversations we have had thus far with Andrea Phillips, Ken Sherbenou and John Shaver. I would like to acknowledge the things we've already been able to mutually agree upon, including; promotional support concepts, additional ancillary event rights and our ability to schedule weekend home games from mid-August to mid-September. We also appreciate being on the docket for the October 2 City Council meeting. Although I won't be able to be there in person, Mick will attend and I'm hoping I can address the Council by Zoom.

Just for a brief overview of the franchise — we of course used to be the Grand Junction Rockies, owned by the big-league Rockies, a multi-billion-dollar entity that had vast resources to spend and had no problem operating the franchise consistently in the red. The financial losses were easily absorbed as part of their player development program.

I acquired the team with my eyes wide open, not as a money-making venture but as the fulfillment of a long-standing dream to acquire a baseball team to run with my son (Lucas is living full-time in Grand Junction and should be there Oct. 2). The goal was to put on a great show throughout the summer, give the city a source of pride and enjoyment, and deepen the connection between the team and the community. On a financial basis, all I was looking for ways to break even, to make the team a sustainable business and provide affordable community-based entertainment.

Upon acquiring the team, I paid off all the prior owner's debts to local vendors, at my own expense. My next act as team owner was to significantly lower ticket prices to allow for all families in the valley to attend a professional baseball game. Our front office staff created a fabulous new concessions menu, a fun and clever promotions calendar, and a unique and entertaining game day experience. All of this and more was part of an ongoing plan to reimagine and reenergize the community's relationship with the team. Despite all of that goodwill and investment, the team's financial fortunes did not turn for the better. The red ink is deepening. And it's clear that we must reach out to you as our partner to address these concerns in order to keep the Jakes in town.

With respect, let me say again that I greatly appreciate the efforts made by your City Manager, Parks and Recreation Director and City Attorney to work with us to address a number of key issues. Of our remaining open issues, there are three critical matters that we've been advised to direct to the Council:

1. Expanding Fireworks Nights: Because of the huge increase in attendance for games followed by fireworks, the team's current restriction to only three fireworks nights per season is one of the key factors in our financial struggles.
 - a. We absolutely need to have a minimum of three additional fireworks nights, for a total of six (or more). The Team cannot succeed with less.
 - b. We propose fireworks for every Friday night home game, as is a common practice in our industry. We are willing to start games earlier on these nights so that we start the fireworks shows immediately after dark.
 - c. Based on sunset and darkness, we can start the fireworks close to 9:30pm and conclude the shows by 10:00pm.

2. Rent Abatement for 2024: As a result of many of the challenges I've already mentioned, the 2024 season has been a financial disaster, resulting in losses of approximately half a million dollars. I am asking for a one-time, full rent abatement and any other financial offsets you can provide so that we can go into this offseason better capitalized and fully committed to creating a successful 2025 season.
 - a. This one-time rent abatement does not include alcohol purchases through the City.
 - b. The \$25,000 payment we are asked to make to JUCO would be considered part of the abatement and would become part of the flat rate rent we pay to the City.

3. Flat Rate Lease Structure: A flat rate lease rate of \$75,000 per year starting in 2025 with a 3% increase yearly.
 - a. It is common in the professional sports industry to have a "flat rate" lease with the representing city and not a multi-level fee structure. This payment would be paid in three installments each year of a newly revised lease.
 - b. This allows for both parties, City of Grand Junction and the Jackalopes, to have a more precise yearly budget.

One additional thing I'd like to add - my "day job", so to speak, is as a filmmaker, specializing in sports documentaries, with a further focus on baseball. We are now deeply engaged in making a documentary focused on the Jackalopes, the city, and a player named Kelly Dugan, who was the star home run hitter for the team this season. (Kelly, his wife Jordan, and his young son Rigley are now hoping to settle long-term in Grand Junction) The film is kind of a real-life cross between Bull Durham, Field of Dreams, and The Natural. I intend to call it GRAND JUNCTION, and I think it will make all of us feel proud of our team, the City and will become a great "calling card" for GJ!!

I thank you for your time and support.

Sincerely,

Mike Tollin



April 5, 2024

Dear Neighbor,

We would like to take this opportunity to share some important information regarding special events in Lincoln Park that will involve fireworks presentations. For 2024, there are five approved shows compared with the 10 or so that typically happen. In 2021, the City put out a survey and offered a listening session to gather community feedback about firework shows at Lincoln Park. Based on that feedback, the City reduced the number of shows in 2022, and this revised plan seemed to go well for everyone. This was also the case for 2023 so we plan to do the same thing for 2024.

Five shows are planned throughout the summer to celebrate major events such as Memorial Day (put on by JUCO), the Fourth of July (put on by the City), the start of the GJ Jackalopes baseball season, the Jackalopes final summer game before kids return to school and Colorado Mesa University's participation night.

We realize that the park is adjacent to a residential neighborhood and that noise levels are a concern of many who live nearby. Several modifications have been made to the events that are intended to lessen the impacts to adjacent neighbors in addition to a drastic reduction in the number of shows. Also, firework shows should happen between 9:00pm and 10:00pm.

On the Fourth of July, the GJ Jackalopes game will begin at 4:05pm and family friendly activities will fill the time between the conclusion of the game and the beginning of the fireworks at 9:45pm. This will ensure that game delays do not cause the fireworks to be shot off late and the tens of thousands of residents not in the Stadium waiting to see the show will be able to enjoy the fireworks. The Fourth of July fireworks show will begin about 9:45pm, as soon as it is dark enough.

2024 Schedule of Special Fireworks Events

- Friday, April 26 CMU Baseball Game
- Monday, May 27 JUCO Tournament Memorial Day Fireworks
- Friday, June 7 GJ Jackalopes Fireworks Night
- Tuesday, July 4 City Fireworks Extravaganza; Fireworks Begin about 9:45 p.m.
- Friday, August 9 GJ Jackalopes Fireworks Night

Note: If either the June 7 or August 9 GJ Jackalopes Fireworks Night are unable to happen due to weather, Saturday August 17 will be the make-up date.

We thank you for your support of these events in and around Lincoln Park. If you have any questions, please contact the Parks & Recreation Office at 254-3866. We hope you have a great spring and summer in Grand Junction.

Sincerely,

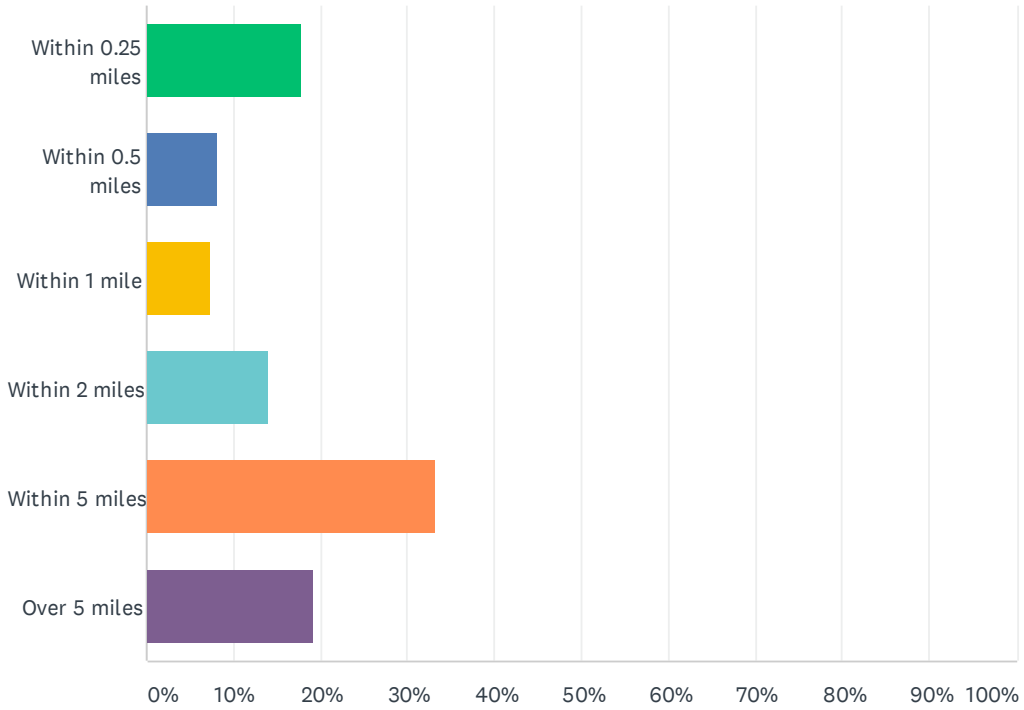
City of Grand Junction Parks and Recreation Department
Grand Junction Jackalopes
Colorado Mesa University
Junior College World Series (JUCO)

Q1 What is your address?

Answered: 443 Skipped: 56

Q2 How close do you live to Lincoln Park?

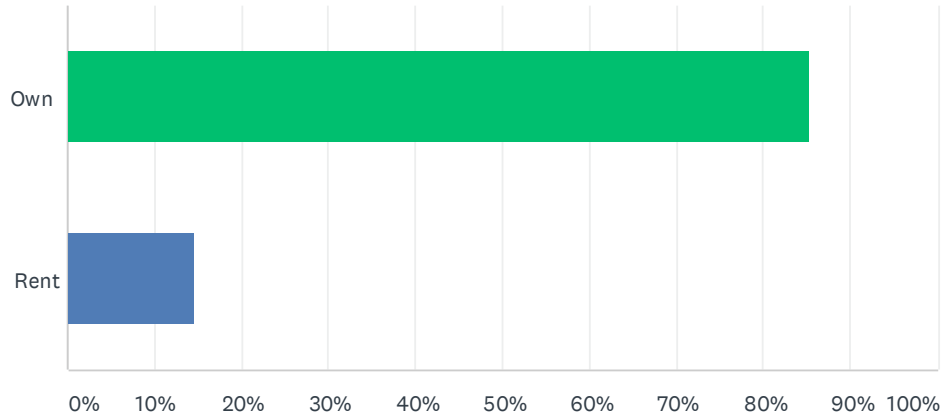
Answered: 499 Skipped: 0



ANSWER CHOICES	RESPONSES
Within 0.25 miles	17.84% 89
Within 0.5 miles	8.22% 41
Within 1 mile	7.41% 37
Within 2 miles	14.03% 70
Within 5 miles	33.27% 166
Over 5 miles	19.24% 96
TOTAL	499

Q3 Do you own your house or are you renting?

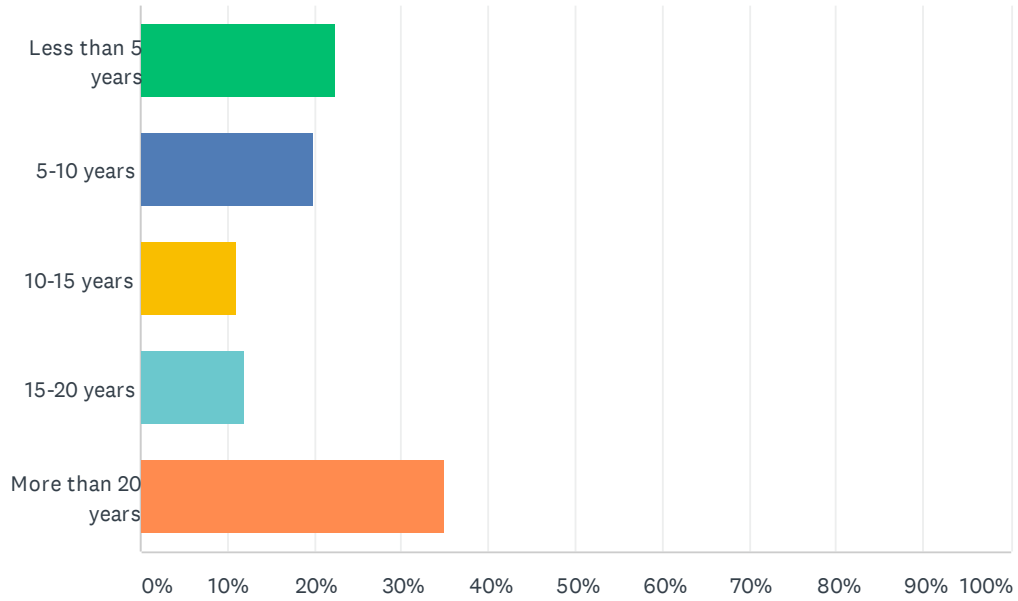
Answered: 499 Skipped: 0



ANSWER CHOICES	RESPONSES	
Own	85.37%	426
Rent	14.63%	73
TOTAL		499

Q4 How long have you lived in this area?

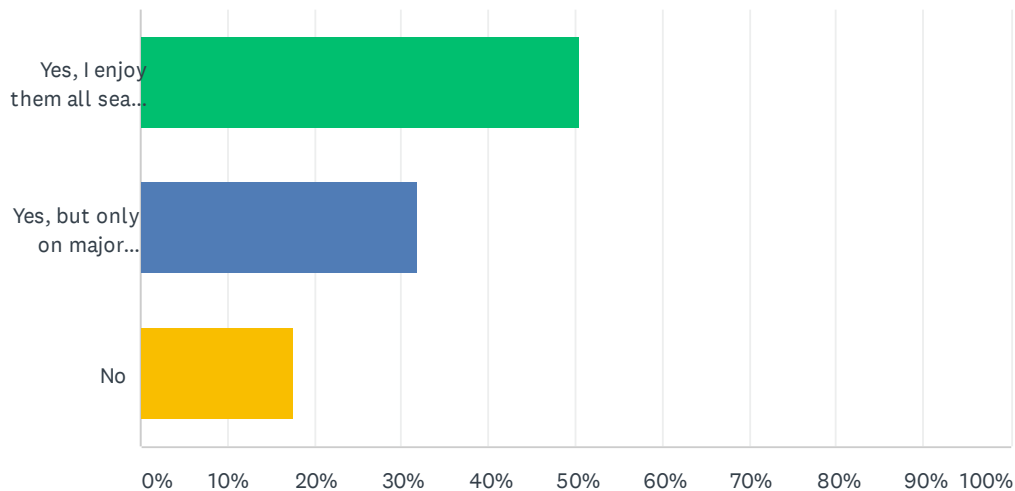
Answered: 499 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than 5 years	22.44%	112
5-10 years	19.84%	99
10-15 years	11.02%	55
15-20 years	11.82%	59
More than 20 years	34.87%	174
TOTAL		499

Q5 Do you enjoy the firework shows at Lincoln Park?

Answered: 499 Skipped: 0



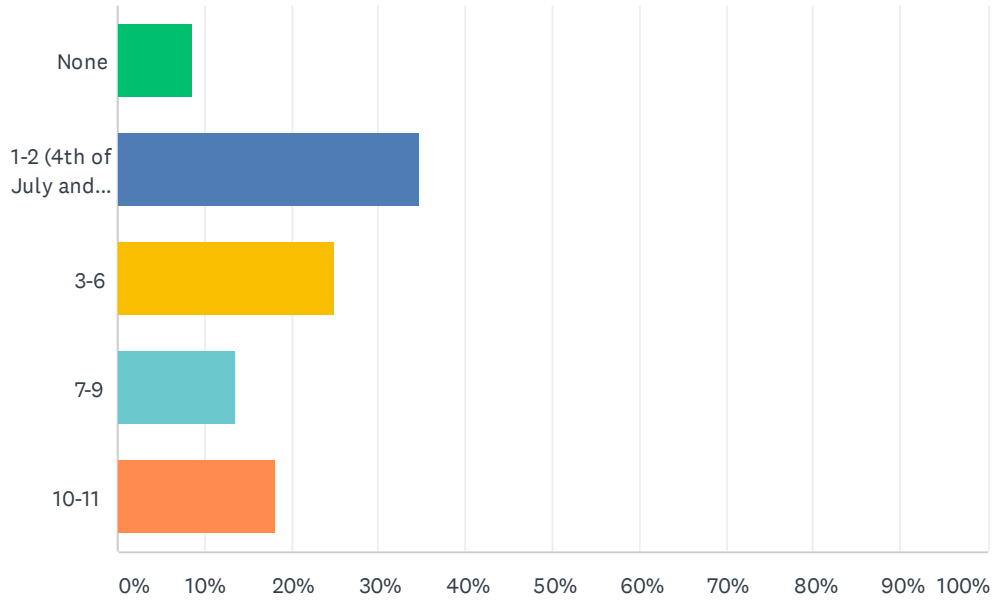
ANSWER CHOICES	RESPONSES	
Yes, I enjoy them all season long.	50.50%	252
Yes, but only on major holidays (Memorial Day and 4th of July)	31.86%	159
No	17.64%	88
TOTAL		499

Q6 Why or why not do you enjoy the firework shows at Lincoln Park?

Answered: 440 Skipped: 59

Q7 What is an appropriate number of firework shows you would like to see at Lincoln Park each year?

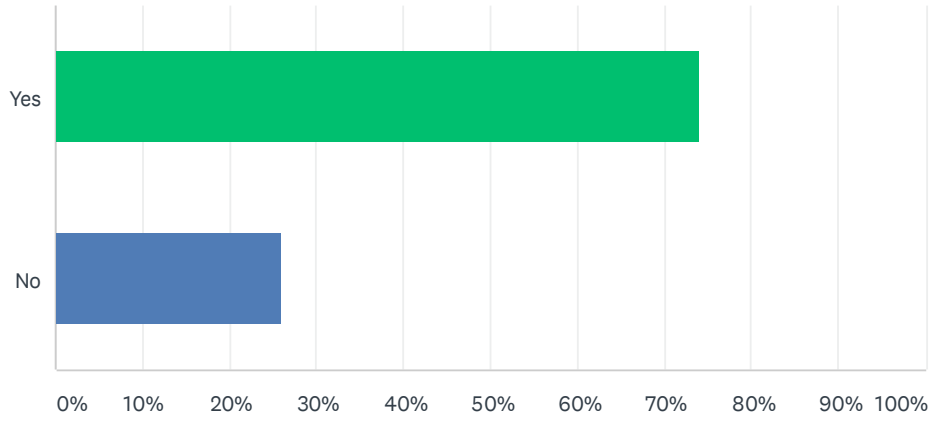
Answered: 499 Skipped: 0



ANSWER CHOICES	RESPONSES	
None	8.62%	43
1-2 (4th of July and Memorial Day)	34.67%	173
3-6	24.85%	124
7-9	13.63%	68
10-11	18.24%	91
TOTAL		499

Q8 Currently, shows are planned to be done by 10:30 PM. Is this an acceptable end time?

Answered: 499 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	74.15%	370
No	25.85%	129
TOTAL		499

Q9 Additional Comments:

Answered: 318 Skipped: 181

ORDINANCE NO. 5108

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 their 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 this 2nd day 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 16th day of November 2022.



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 30th 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. Annual Facility Payment. Club shall pay to Grand Junction Baseball Committee, Inc. twenty-five thousand dollars (\$25,000.00) annually on or before July 1st 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:

By: Stephanie Kun
City Clerk

City of Grand Junction, Colorado ("City")

By: [Signature]
Rich Englehart
City Manager

GJR, LLC ("Club")

By: [Signature]
Michael P. Baker
Manager



* * *

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of August, 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.

Deana Pietro
Notary Public

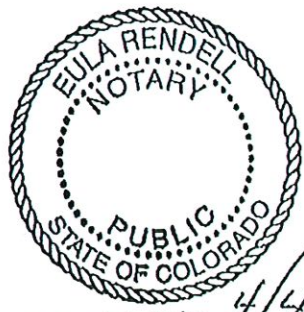


My Commission Expires 07/07/2016

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14 day of August, 2012, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.

Eula Rendell
Notary Public



My Commission Expires 4/4/2014

Execution Copy

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

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

This Lease Agreement is made and entered on the ^{15th} day of ~~September~~ ^{November}, 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:

1. **Leased Premises.** The City hereby leases to the Club the Leased 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 12th 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 pedestrian 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. **Initial Payment.** Club shall pay to the City One Hundred Thousand Dollars (\$100,000) on or before December 1, 2011.

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

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

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

Such fees shall be due on the 15th 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>	<u>Per Home Game</u>
2027-2031	\$800
2032-2036	\$900
2037-2041	\$1,000

d. Spectator Fee. 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. Full Consideration; No Other Charges or Payments. 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.

a. Baseball Season Exclusive Use. During the term of this Lease 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. Year Round Exclusive Use. 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. Advertising, Promotions and Signage.

i. Generally. 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. Naming Rights. 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. Club Revenues. 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. Alcoholic Beverages. 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 Exhibit B. Alternatively, the Club, at its sole option, may obtain such a license (or utilize a concessionaire with such a license) for such sales.

f. Ancillary Event Expenses. 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. City Events. 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, (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 (v) 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. **Generally.** 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. Clean-up of Stadium. 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. Leased Premises Criteria. 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. Generally. 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. Club Property. 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. Expiration of Lease Agreement. 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. Generally. 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. Club Removal. 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. Liability Insurance. 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. Workers Compensation Insurance. 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. Liquor Liability Insurance. 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 (i.e., 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. Property Insurance.

i. City. 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. Club. 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. Waiver of Subrogation. 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. Insurance Certificates.

i. By Club. 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. By City. 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 1st 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. Generally. 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. Termination by City. 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. Termination by Club.

i. Sale or Assignment. 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. Breach; Self-Help. 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. Damage. 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 5th Street
Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction
Attn: John Shaver
City Attorney
250 North 5th 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. Headings. 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. Time. Time is of the essence in this Lease Agreement.

c. Recordation. 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. Quiet Possession. 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. Prior Agreements. 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. Inability to Perform. 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. Choice of Law/Personal Jurisdiction. 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. Severability. 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. Estoppel Certificate. 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. Negotiation; Arbitration.

i. Negotiated Resolution. 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.

ii. Arbitration. If any controversy or claim that arises between the 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. Attorneys' Fees. 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. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

m. No Dedication or Other Rights. 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. The City's Representations and Covenants as Landlord. Notwithstanding anything in this Lease Agreement apparently to the contrary, the City warrants, represents and covenants that:

i. Legal Requirements. 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. No Restrictions. 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:

a. Subservience. This Lease Agreement and the rights, protections, and rights 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. Compliance. 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.

Attest:
By: Stephanie Turner
City Clerk

City of Grand Junction, Colorado ("City")
By: Laurie M. Kadrich
Laurie M. Kadrich
City Manager



GJR, LLC ("Club")
By: Michael P. Baker
Michael P. Baker
Manager

* * *

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 15th day of November, 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.

[Signature]
Notary Public

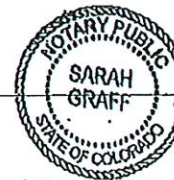


My Commission Expires: 11/21/2012

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)
misa, sg notary

The foregoing instrument was acknowledged before me this 15th day of November, 2011, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.

[Signature]
Notary Public



My Commission Expires: 11/21/2012

Exhibit A

Legal Description of Leased Premises

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 12th Street which includes Suplizio Field, clubhouse and parking as contemplated by the Lease.

Exhibit B

Liquor License Management Agreement

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "Agreement") is made and entered into as of ^{November} ~~October~~ 15, 2011, by and between the City of Grand Junction, a Colorado home rule municipality, ("Licensee"), and GJR LLC, a Colorado limited liability company ("Manager").

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

1.1 Scope of Services. During each Baseball Season, Manager, subject to the review of 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 non-alcoholic 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

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 Management of Operation. 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 Alcoholic Beverage Services. 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 7th 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 Procurement. 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 **Books, Account, Records.** 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 (15th) 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 **Management Fee.** 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 Reporting and Payment. 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 Term. 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

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 Liquor Liability Insurance. 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 (i.e., 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 Workers Compensation Insurance. 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 Manager's Indemnification. 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 Consent. 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 Notices. 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 5th Street
Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction
Attn: John Shaver
City Attorney
250 North 5th 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 **No Partnership.** 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 **Modification.** 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 **Assignment.** 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

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:

By: Stephanie Lunn
City Clerk

LICENSEE:
City of Grand Junction

By: Laurie M. Kadrich
Laurie M. Kadrich
City Manager



MANAGER:
GJR, LLC

By: Michael P. Baker
Michael P. Baker
Manager

* * *

STATE OF COLORADO)

COUNTY OF MESA)
) ss.

The foregoing instrument was acknowledged before me this 15th day of November, 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.


Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)
)
MESA ss. notary

The foregoing instrument was acknowledged before me this 15th day of November, 2011, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.


Notary Public



Exhibit A

Liquor License

[See Attached]

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

		Liability Information				
Account Number	County	City	Indust.	Type	Liability Date	LICENSE EXPIRES AT MIDNIGHT
43-02111-0000	08	018	722410	G	042712	APR 26, 2013
Type	Name and Description of License					Fee
2010	TAVERN LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS					\$75.00
2180	CITY 85 PERCENT OAP FEE					\$425.00
TOTAL 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, 1376 Sherman Street, Denver, CO 80261.

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

Cor Burmania
Division Director

Barbara Broke
Executive Director

No. 4021221

License Fee \$75.00

THE LICENSE EXPIRES APRIL 26, 2013

STATE OF COLORADO
CITY OF GRAND JUNCTION

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 27TH DAY OF APRIL, 2012, and ending on the 26TH 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 27th day of April, 2012.

ATTEST:

Stephanie Trinn
CITY CLERK

THE CITY COUNCIL OF THE CITY OF
Grand Junction, Colorado

[Signature]
MANAGING OFFICER

Exhibit C

MILB Standards

MAJOR LEAGUE RULES
MLR Attachment 58

ATTACHMENT 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 both 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.

MAJOR LEAGUE RULES
MLR Attachment 58

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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:	25% of total capacity
General Admission:	75% of total capacity

For three grades of seating:

Box:	25% of total capacity
Reserved:	25% of total capacity
General Admission:	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: $12,000 \text{ seats} / 350 = 34.28 \times 5' = 171$ 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: 8 (10 recommended)
water closets: 2
urinals: 2
lavatories: 4 (8 recommended)

Existing facilities: shower heads: 6 (10 recommended)
water closets: 2
urinals: 2
lavatories: 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 hydrocolator (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" w x 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 scatback. 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' h x 8' w with 4' x 4' notch in upper corner.

Double play screen: 7' h x 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 touch-ups 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 dalsonite 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.

I HEREBY CERTIFY THAT the foregoing Ordinance, being Ordinance No. 5108 was introduced by the City Council of the City of Grand Junction, Colorado at a regular meeting of said body held on the 2nd day of November 2022 and the same was published in The Daily Sentinel, a newspaper published and in general circulation in said City, in pamphlet form, at least ten days before its final passage.

I FURTHER CERTIFY THAT a Public Hearing was held on the 16th day of November 2022, at which Ordinance No. 5108 was read, considered, adopted and ordered published in pamphlet form by the Grand Junction City Council.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 18th day of November 2022.


Deputy City Clerk

Published: November 4, 2022
Published: November 18, 2022
Effective: December 18, 2022

