



**CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 4, 2013
250 NORTH 5TH STREET
6:30 P.M. – PLANNING DIVISION CONFERENCE ROOM
7:00 P.M. – REGULAR MEETING – CITY HALL AUDITORIUM**

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

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

Pledge of Allegiance
Invocation – Dave Edwards, Ohr Shalom Jewish Community Center

[The invocation is offered for the use and benefit of the City Council. The invocation is intended to solemnize the occasion of the meeting, express confidence in the future and encourage recognition of what is worthy of appreciation in our society. During the invocation you may choose to sit, stand or leave the room.]

Council Comments

Citizen Comments

***** CONSENT CALENDAR ***®**

1. **Minutes of Previous Meetings**

[Attach 1](#)

Action: Approve the Minutes of the November 18, 2013 City/County Annual Persigo Meeting, November 20, 2013 Special Meeting, and the November 20, 2013 Regular Meeting

Revised November 27, 2013

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

2. **Property Tax Resolutions for Levy Year 2013** [Attach 2](#)

The resolutions set the mill levies of the City of Grand Junction (City), and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations.

Resolution No. 72-13—A Resolution Levying Taxes for the Year 2013 in the City of Grand Junction

Resolution No. 73-13—A Resolution Levying Taxes for the Year 2013 in the Downtown Development Authority

®Action: Adopt Resolution Nos. 72-13 and 73-13

Staff presentation: Jodi Romero, Financial Operations Director

3. **CDBG Subrecipient Contract with STRIVE for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year** [File #CDBG-2013-09] [Attach 3](#)

The Subrecipient Contract formalizes the City’s award of \$20,000 to STRIVE allocated from the City’s 2013 CDBG Program as previously approved by Council. The grant funds will be used for rehabilitation of two buildings utilized for The Parenting Place.

Action: Authorize the City Manager to Sign the Subrecipient Contract with STRIVE for The Parenting Place Rehabilitation for \$20,000 for the City’s 2013 Program Year Funds

Staff presentation: Kristen Ashbeck, Senior Planner/CDBG Administrator

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

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

4. **Public Hearing—2013 Supplemental Appropriation Ordinance and 2014 Appropriation Ordinance** [Attach 4](#)

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction for the 2013 amended and 2014 proposed budgets.

Ordinance No. 4609—An Ordinance Making Supplemental Appropriations to the 2013 Budget of the City of Grand Junction

Ordinance No. 4617—An Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado and the Downtown Development Authority for the Year Beginning January 1, 2014, and Ending December 31, 2014

®Action: Hold a Public Hearing to Consider Final Passage and Final Publication in Pamphlet Form of Ordinance Nos. 4609 and 4617

Staff presentation: Jodi Romero, Financial Operations Director

5. **Extension of Website Marketing and Advertising Contracts for the Visitor and Convention Bureau (VCB)** [Attach 5](#)

This request is for the extension of two existing contracts for an additional one-year term for the period of January 1, 2014 through December 31, 2014. Currently, the Visitor and Convention Bureau (VCB) utilize the services of Miles Media Group LLLP for Website Marketing and PILGRIM (formerly known as CCT Advertising) for Tourism Advertising on an annual basis. Both Advertising and Website services will be competitively solicited through a formal process in 2014.

Action: Authorize the Purchasing Division to Execute a One-Year Contract Extension with Miles Media Group, LLLP for Website Marketing at the VCB in the Estimated Amount of \$160,000 and Authorize the Purchasing Division to Execute a One-Year Contract Extension with PILGRIM (formerly known as CCT Advertising) for Advertising Services at the VCB in the Estimated Amount of \$375,000

Staff presentation: Debbie Kovalik, Economic, Convention, and Visitor Services Director
Jay Valentine, Internal Services Manager

6. **Non-Scheduled Citizens & Visitors**

7. **Other Business**

8. **Adjournment**

Attach 1

**GRAND JUNCTION CITY COUNCIL
and
BOARD OF COUNTY COMMISSIONERS FOR MESA COUNTY
JOINT PERSIGO MEETING MINUTES**

November 18, 2013

Call to Order

The Grand Junction City Council and the Mesa County Commissioners Joint Persigo meeting was called to order by County Commission Chair Steve Acquafresca at 5:08 p.m. on November 18, 2013 in the City Auditorium, City Hall, 250 N. 5th Street.

City Councilmembers present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Duncan McArthur, Phyllis Norris, Barbara Traylor Smith, and Council President Sam Susuras. County Commissioners present were John Justman, Rose Pugliese, and County Commissioner Chair Steve Acquafresca.

Also present were City Staffers City Manager Rich Englehart, City Attorney John Shaver, Public Works and Utilities Director Greg Trainor, Public Works and Utilities Deputy Director Terry Franklin, Waste Water System Manager Dan Tonello, and City Clerk Stephanie Tuin.

County Staffers present were County Administrator Tom Fisher, County Attorney Lyle Dechant, Public Works Director Pete Baier, and Clerks to the Board Gina Schlagel and Lori Westemeyer.

Welcome and Introductions

Everyone on the dais introduced themselves.

Purpose of Annual Joint Meeting of the Persigo Board

Public Works and Utilities Director Greg Trainor said the Persigo Agreement does require that the Board meet annually to talk about budget, rates, capital improvements, and any additions or deletions to the Persigo 201 service area boundary.

201 Boundary Adjustments (None)

Mr. Trainor said there have been no requests for boundary adjustments.

Proposed Revision of Trunk Extension Policy

Public Works and Utilities Director Greg Trainor provided a brief history of where the trunk extension policy came from. It was developed about twenty years ago in order to address failing sewers. During this time, the Monument Road area had a new development and they did not want all these houses to end up on septic systems. The trunk extension policy addressed that issue. The City and the County allocated money to this fund in order to extend the sewer service to these areas being developed. The tap and developer fees would then pay the fund back. It allowed the sewer system to partner with development to install expensive trunk lines without such a heavy burden on the developers. The proposal before the Board is a slight modification to that plan. They distributed a sheet listing the pros and cons to the modification. This modification will allow the sewer system to become a partner with the developer. It also provides for capacity in the major development basins.

Waste Water System Manager Dan Tonello presented the proposal which would add flexibility to the existing policy. Currently, the Persigo system pays up to 85% of the cost and the developer pays 15% of the cost of the trunk line extension. The policy requires a six year payback; currently the policy is all or nothing. The amendment would allow the engineering Staff to determine the perspective growth in the area and decide whether it makes sense for the sewer system to invest in the project and how much to invest. If the figures were to meet the six year time frame for payback, the Persigo system could invest in the project or not, based on the projected figures. Developers may be willing to invest more into the project based on the potential of the project, therefore with the proposed amendment, every project would be looked at individually to determine the amount the Persigo system and the developer should reasonably invest for each particular project. The amendment would allow more flexibility for the City and for the developer.

Commission Chair Acquafresca asked how Staff would determine the development potential. Mr. Tonello said it would start with meetings with the developer. Then an analysis and numbers would be projected based on zoning, lots, and potential growth. Commission Chair Acquafresca asked what is magic about the six year calculation for payback. Mr. Tonello said it was determined as a reasonable time period for return on investment. To go with a longer time frame than six years would not be economically feasible.

Councilmember McArthur noted the developer can extend the trunk line and then get reimbursement, but then the reimbursement provision sunsets in a twenty year time frame. Mr. Trainor said to address the six year time frame, in basins when things are really developing, revolving the money as quickly as possible was the objective. A trunk extension has to be approved by both boards. Extending out past twenty years would be difficult as it affects the ability to fund other projects. A developer can install at their

own expense and then be reimbursed over time. Beyond twenty years, administration of the reimbursement is burdensome, especially if developments get sold or resubdivided. The goal is to try to keep the payback period short.

Councilmember McArthur said from a developer's standpoint it is an expense until paid back and it raises the cost of development. He thinks that with new technology the ability to administratively track the reimbursement would allow the time period to be extended. He expressed concern for a sunset which he thinks will increase the expense of the project for the developer. Mr. Trainor asked if he was suggesting that the time frame be extended and for how long. Councilmember McArthur said as long as it takes in order for the developer to deem it an accounts receivable. Another concern is "leapfrogging" sewer service which will end up increasing the cost of land for development. This creates an artificial supply of land and increase in prices.

Commissioner Pugliese noted the Staff report indicated the City Attorney has reviewed and approved the revision. She asked if the County Attorney has reviewed it? County Attorney Lyle Dechant said Public Works Director Pete Baier and Planning Director Linda Dannenberger provided their input and agreed it would provide more flexibility. Mr. Dechant said he has no problems with the language.

Commissioner Pugliese referred to paragraph C in the policy and asked if the existing language provided the added flexibility proposed. Mr. Trainor said rather than waive a request, it makes sense to figure a new percentage and/or some other different approach. Commissioner Pugliese asked if there was already a stipulation that speaks to the flexibility why the additional wording is needed. Mr. Trainor said great lengths have been taken to carefully spend the sewer system money. In the policy, the additional language provides more flexibility and would not jeopardize the sewer system funds.

Councilmember Chazen asked if there is wording in the policy that explains the six year payback. Mr. Trainor said there is not. Mr. Trainor said the term of the allowable payback is negotiated with the developers as they request it. It is usually about six years, and no longer than eight. Councilmember Chazen said he is concerned that adding the new wording makes it subjective and he is worried it could be used to prevent development in some areas noting it changes the feeling of the section. His other concern is the moving target of the payback period, what would stop it from becoming a three year or fifteen year payback time frame. Mr. Trainor said the modification is an addition to the current policy. In an area that is developing quickly the sewer fund jumps in and extends the line. In basins where there is no likelihood of reimbursement, the developer would then have to pay for the extension and in turn, the developer can be reimbursed. The proposed language allows the City to participate at another level.

Council President Susuras asked in reference to proposed revision D; is the manager stated in this paragraph referring to Mr. Tonello as the one to make decisions. Mr. Trainor said the Utility Manager in conjunction with the City Council and the County Commissioners would make the decisions. The City is the manager of the sewer system. The administrator of the details of the overall system would be the responsibility of the Public Works and Utilities Director. Council President Susuras asked if there is an appeal process in place for applicants. Mr. Trainor said there is no provision for an appeal but it could be added. Council President Susuras said he would like an appeal process added to the policy.

City Attorney John Shaver addressed the six year payback. He said each project is looked at separately, negotiated, and must be approved by the City and the County. Although there is no formal appeal process in place, it has been a practice of the City and County to have final approval on each project. The last sentence in paragraph C of the policy only refers to the provisions in the prior section which speaks specifically to the form of the payment. According to the Persigo agreement, the City is the day to day manager of the sewer system; regulations have been developed for the manager to run the system. There are a number of other regulations as well. Before adding an appeal process, he would suggest looking at the rest of regulations and see if there are other processes where an appeal could take place under the current language. If there is not, a sufficient appeal process could be added.

Council President Susuras said an overall appeal process would be satisfactory.

Councilmember Chazen said the appeal policy would offer protection if a developer felt they were being treated unfairly.

Commissioner Pugliese asked Chairman Acquafresca if this was a decision to be made in this evening or will Staff develop a proposal based on direction received at this meeting and bring it back to each board for formal approval. Mr. Trainor explained the discussion is to receive direction and bring it back for formal adoption later.

Commissioner Pugliese said she agrees with Council President Susuras on adding a provision for an appeal process.

Commission Chair Acquafresca said he is comfortable with providing direction to Staff and not making a motion this evening.

Commissioner Justman said that there are cases where landowners don't want to develop, and they prevent others down the road from developing. It is important to make sure it is a workable policy. His concern is that down the road, the homeowners don't end up paying for this. Mr. Trainor said there are provisions that address that. The extension would only occur if the project is inside the 201 boundary; since it must be inside the sewer service boundary, it is already a public process.

Councilmember Norris voiced concern that this policy is too subjective; she suggested it be made simple and direct. The goal would be to make appeals a rarity. She would like to see more guidelines and development encouraged. Mr. Trainor said the trunk extension policy is designed to aid development by upfronting costs for extensions. The four conditions in the policy are: A) The trunk line must be included in the sewer lines in the study area; B) The trunk line shall be located in an area of the 201 Sewer Service area that is developed or developing; C) At least 15% of the total cost of the trunk line shall be committed by property owners within the basin area prior to construction of the trunk line; and D) The manager may determine that, based on A through C above, a particular trunk line request is not financially in the best interest of the sewer trunk extension fund. The City is the manager of the sewer system, it is not one person making the decision. In addition, the County is also consulted and the approval would lie with the County Commissioners and City Council. Additional provisions can be added to make it easier and more encouraging for development. The policy is unique, but wise, or all of the South Camp Road area would have been on septic systems. Alternatives can be developed for the Persigo Board to review.

Councilmember Doody said there have been good points made. This is very flexible and it gives the developer the opportunity, however the Board cannot let someone build a pipeline to nowhere so it needs to be managed. He agreed with Council President Susuras that an appeal process needs to be established.

Councilmember Chazen said the original policy is very proactive, however there are other terms that need to be spelled out including the appeal process.

Councilmember McArthur said the Comprehensive Plan conflicts with the Persigo Boundary. An objective of the Comprehensive Plan goal is to increase density. If Persigo declines an extension then the alternative would be to develop under existing County guidelines which is a reduced density. This then promotes the opposite of what the Persigo policy is meant to resolve. He would like to see an option that if it is the developer who chooses to fund the project, the City and County will allow for future reimbursement. He agreed with having an appeal process in place.

Councilmember Traylor Smith asked Councilmember McArthur if he meant if a developer were to upfront the costs, that the developer would be reimbursed at some point.

Councilmember McArthur confirmed this.

Councilmember Boeschstein said there are already sewer basin studies that show size of lines and buildout. Mr. Trainor said over 20 years there have been twelve extensions constructed. Councilmember Boeschstein asked if there are studies for those. Mr. Trainor said are basins that have not been studied. Councilmember

Boeschstein asked how size is determined. Mr. Trainor said determination is made by the Comprehensive Plan and current development trends. Councilmember Boeschstein asked if other areas have been identified as having failing septic systems. Mr. Trainor said there is an estimate of 1200 now on sewer that were previously on septic systems. The sewer system has invested \$11 million since 2000 and the homeowners pay back their costs over ten years.

Commissioner Justman related a story regarding another utility. The Board should be thinking down the road about a valleywide sewer system; the Board should not hold back to prevent growth. He does not want to see the owners in the 201 boundary hamstrung.

There were no other comments from the Board.

Commission Chair Acquafresca asked Mr. Trainor if he needed further clarification on the direction the Persigo Board would like. Mr. Trainor confirmed that he had sufficient direction.

Commission Chair Acquafresca asked if Mr. Trainor would be available for questions and or suggestions from the combined Board. Mr. Trainor said he and Staff along with the County Public Works Director would be available.

Budget Calendar and CIP Review

Waste Water System Manager Dan Tonello then reviewed the budget calendar and what has taken place. He noted the date for presentation to the County Commissioners was not known and therefore not included in the calendar.

Mr. Tonello then reviewed the 2013 capital projects. First, the Interruptable Service Option Credit (ISOC) program where the Persigo facility reduces their power for a set amount of time at a predetermined time to help XCEL out and then they get \$100,000 worth of credits from XCEL. They have to have a generator on site to provide the power during those reduction periods. Proposed projects for 2014 include: the A-Basin Stone Replacement; the Motor Control Center Replacement; the secondary clarifier retrofit; and collection system upgrades which is a \$3 million investment to upgrade the old pipe to PVC pipe. Cameras with closed circuit are put into the lines to evaluate the lines first. The other project is the Compressed Natural Gas project (CNG), which is the use of the methane for natural gas by injecting the gas into the transmission lines.

There is also a nutrient study planned for the future. The Environmental Protection Agency (EPA) is proposing that permittees discharge less nutrients to the Colorado River, however it is beyond the current capability of the plant. They are hoping that the grant received from the State will purchase a diffuser to address the problem. Lastly,

Mr. Trainor already talked about the Sewer System Elimination Project which has been a successful program.

Councilmember McArthur asked if methane is usable in CNG vehicles. Mr. Tonello said impurities must be removed, but it is useable. There is a financial and air quality benefit and it is a renewable resource.

Councilmember McArthur asked if some of the sewer line replacements could be sleeved instead of replaced. Mr. Tonello said yes they can be re-sleeved by inserting a PVC sock and inflating it which is the first choice in doing the upgrades as it is less costly.

Commission Chair Acquafresca asked about the dissolution of Orchard Mesa Sanitation District. Mr. Tonello said in November 2015 it will go to a vote for the dissolution and then if approved, Persigo will take over in 2016. It is about a 35 mile system and it is being analyzed to see what will be needed to take it over and make it work without additional equipment.

Councilmember Norris asked if the pipes in the Orchard Mesa Sanitation District were in good condition. Mr. Tonello said the City has been making a financial investment in the system for several years in anticipation, so upgrades have been done.

Councilmember Chazen asked about the longevity of running the generator at one time. Mr. Tonello said it could provide power for up to a day or two.

Councilmember Chazen asked what would be used as a backup if the power were to go out. Mr. Tonello said the generator would be adequate for a day or two.

Commission Chair Acquafresca asked if the generator could be run on methane. Mr. Tonello said it could however, for it to make economic sense, it would be better to purchase diesel fuel for the generator and accept the government's subsidy for CNG fuel used in a vehicle.

Commissioner Justman asked what is the life expectancy of a generator. Mr. Tonello referred the question to Deputy Utility Director Terry Franklin who said it was 20 to 30 years and it can be rebuilt. Mr. Tonello added that it would be many more years because the use of the generator is minimal.

Councilmember Boeschstein asked when the City absorbs the other sewer system does it lower their customers' rates. Mr. Tonello said it does; the smaller districts do not have the same savings.

Council President Susuras asked when the methane gas can be connected and how many miles will be laid and what is the cost and if so, are the funds in the budget. Mr.

Tonello said the process with XCEL started five years ago, it took about four years for XCEL to determine the quality needed which was just recently. There are meetings currently being held to determine many different factors. There is a second alternative which is a dedicated pipeline from Persigo to the CNG filling site. This appears to be the most economic option. The project would involve a two inch line, five miles long. The total cost of the project would be about \$1.75 million. He is confident that this would provide gas to the site at \$1.10 per gallon until paid back, on a ten year payback. After this capital investment is paid back it would then be making 19 cents for every gallon, producing 400 gallons per day.

Councilmember Doody asked if the plan is to bore the line. Mr. Tonello said yes. There are options being looked at to be as little invasive as possible. The City is also asking for XCEL to financially contribute for an energy reduction incentive. This can reduce their need for expansion. Accepting the government subsidy makes better financial sense.

Councilmember McArthur said there may be more users of the five mile pipeline that could reap these benefits as well. Mr. Tonello said that it is more financially viable to get the subsidy from the government for the CNG station and buy the diesel for the other needs.

Council President Susuras thanked Staff for the presentation and said he believes Persigo is in very capable hands.

Commissioner Pugliese asked what accounted for the increase in the 902 fund. Mr. Tonello said it is additional electrical expense. He will gather and provide details to the board. Commissioner Pugliese then asked about the \$11 in the 904 fund. Mr. Tonello said the 904 fund is utilized for growth related projects. He said he will send the detailed information out to the Board. Mr. Tonello said the \$11 was part of a workmen's compensation claim and has been moved out to the 902 fund.

Commission Chair Acquafresca recapped and said that the Board will get a Trunk Extension Policy draft and the 2014 budget for approval.

Adjournment

County Commission Chair Acquafresca adjourned the meeting at 6:38 p.m.

Stephanie Tuin, MMC
City Clerk

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

NOVEMBER 20, 2013

The City Council of the City of Grand Junction, Colorado met in Special Session on Wednesday, November 20, 2013 at 3:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschstein, Marty Chazen, Jim Doody, Duncan McArthur, Phyllis Norris, Barbara Traylor Smith, and President of the Council Sam Susuras. Also present was Human Resources Director Claudia Hazelhurst.

Council President Susuras called the meeting to order.

Councilmember Boeschstein moved to go into Executive Session for personnel matters under Section 402 (4)(f)(I) of the Open Meetings Law regarding City Council employees specifically the City Manager and the City Attorney and City Council will not be returning to open session. Councilmember Doody seconded the motion. Motion carried.

The City Council convened into executive session at 3:01 p.m.

Debbie Kemp, MMC
Deputy City Clerk

GRAND JUNCTION CITY COUNCIL MINUTES OF THE REGULAR MEETING

November 20, 2013

The City Council of the City of Grand Junction convened into regular session on the 20th day of November, 2013 at 7:00 p.m. in the City Auditorium. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Jim Doody, Phyllis Norris, Barbara Traylor Smith, and Council President Sam Susuras. Councilmember Duncan McArthur was absent. Also present were City Manager Rich Englehart, City Attorney John Shaver, and Deputy City Clerk Debbie Kemp.

Council President Susuras called the meeting to order. Cub Scout Troop #386 posted the colors and led the Pledge of Allegiance, followed by a reflection by Joseph Alaimo, Western Colorado Atheists and Free Thinkers.

Presentation

Matt Robbins from the Colorado Lottery presented the City of Grand Junction with a 2013 Starburst Award for the Lincoln Park Arboretum, Trails, and Universally Accessible Playground Project. The Starburst Award recognizes excellence in the use of Lottery funds. Mr. Robbins explained the purpose of the Lottery Funds, which have been available for parks and recreation purposes and protection of open space for 30 years. Over 2.5 billion State lottery dollars have been returned to local governments for those purposes without any expense from the general fund or the taxpayers. The City of Grand Junction has received over \$12 million for distribution over the 30 years. Great Outdoors Colorado is the State's partner, the Department of Local Affairs administers the Conservation Trust Fund along with the Colorado Department of Wildlife. The lottery dollars have been used for many great purposes to enhance the quality of life in Colorado. He noted some of the uses the City has utilized with the Conservation Fund Trust Funds: the enhancement of Lincoln Park, the trails, and the universal playground. He read and honored the Council with a poster from the Conservation Trust Fund. He also presented Council with the engraved Starburst Award. He lauded the Grand Junction Staff for all of their work and thanked the City for its support and vision for moving forward creating these amenities for everyone.

Councilmember Boeschstein, as a Councilmember and as a resident from the Lincoln Park neighborhood, thanked Mr. Robbins for the award.

Councilmembers Norris, Chazen, Traylor Smith, and President of the Council Susuras also thanked Mr. Robbins for the award and for the work the Parks Department does.

Proclamation

Proclaiming November 20, 2013 as “Grand Junction Daily Sentinel Day” in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Amy Hamilton, reporter for the Daily Sentinel, accepted the Proclamation and thanked City Council.

President of the Council Susuras recognized the American Government Class from Colorado Mesa University in attendance.

Council Comments

Councilmember Traylor Smith thanked the Veterans; she had the pleasure of judging for the Veterans Day Parade and said that the Lieutenant Governor was in Grand Junction visiting the Housing Authority property at Village Park which helps provide transition housing for the homeless veterans. She also commended the T-4 Tree Service men for helping her with a flat tire when she was on her way to the economic meeting the other day. She congratulated the owners and said it is so great to have the Glacier Ice Arena opened again. She said it is inspiring how they pulled through and stuck to finding a way to get it reopened.

Councilmember Chazen attended the Parks and Recreation Board meeting and encouraged anyone to drop in on one of those meetings. He also attended a Forestry Board meeting and they are working hard to make training available and convenient for certification. He attended an Urban Trails Committee meeting and it was an eye opener to see what the challenges are in regards to maintaining the industrial drainage system within the City. He attended the Downtown Development Authority meeting. He also attended the Salvation Army Bell Ringing kick-off and encouraged everybody in the community to support the Salvation Army as they do so much for the community.

Councilmember Norris attended an Incubator Board Meeting and said they are working on an Innovation Center which will really help economic development in the valley. She attended the Manufacturers Association and they are supporting the Innovation Center. The last budget review meeting was November 18th and she thanked Staff for all their hard work on the budget.

Councilmember Doody visited George Crawford's grave with former Mayor Bruce Hill and a committee which has been formed to refurbish that tomb through private funds. One of the committee members is former Daily Sentinel publisher Ken Johnson, who has been very active in the community.

Councilmember Boeschstein advised that at the Horizon Drive Association meeting, the Board has decided to postpone the two roundabouts at the I-70 interchange to the

year 2015. He also attended the Riverfront Commission meeting which possible budgeting cuts are creating some stress with them. He attended the Persigo meeting. The Incubator is holding an open house on December 12th, and it is a great way to see what they are doing. He really appreciates the ice rink reopening. The State Historic Preservation Conference is in February and some of Grand Junction's historic buildings will be featured including the Wayne Aspinall Federal Building.

Citizen Comments

Bill Pitts, 2626 H Road, said in 1971 the Walker Field Airport Authority was established. He addressed the bylaws and the method of appointing members of the Authority. He said the system is not working because no one is responsible for the actions by the Authority. He proposed replacing the Airport Authority with a Municipal Airport under the direction of Mesa County and the City, similar to the Persigo combined board agreement. He said the number of airports he visits annually are all directed by the City or County directly.

Dennis Simpson, 2306 E. Piazza Place, spoke about the Council meetings that occur other than the regular Wednesday meetings. He has spoken before regarding his concern about too much that happens beyond the public eye. He feels that the public meetings that do happen are not controversial or meaningful. He has listened to some of the budget meetings and said at least something has been accomplished, however it could be better. He thanked the Council for recording the workshops especially Councilmember Norris. He appreciated the assistance of the City Clerk, her Staff, and Carol in Information Technology for getting him the recordings. He's concerned with the process of the meetings when it comes to the budget. He feels that the budget information should be made more available to the public. He said that there could be a different process for public comment on the budget. He feels the process is insulting for the public.

CONSENT CALENDAR

Councilmember Norris read Consent Calendar items #1-5 and then moved to adopt the Consent Calendar. Councilmember Doody seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meeting**

Action: Approve the Minutes of the November 6, 2013 Regular Meeting

2. **Setting a Hearing for the 2013 Supplemental Appropriation Ordinance and the 2014 Budget Appropriation Ordinance**

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction based on the 2013 amended and 2014 proposed budgets.

Proposed Ordinance Making Supplemental Appropriations to the 2013 Budget of the City of Grand Junction

Proposed Ordinance Appropriating Certain Sums of Money to Defray the Necessary Expenses and Liabilities of the City of Grand Junction, Colorado, the Downtown Development Authority, and the Ridges Metropolitan District for the Year Beginning January 1, 2014, and Ending December 31, 2014

Action: Introduction of Proposed Ordinances and Set a Hearing for December 4, 2013

3. **CDBG Subrecipient Contract with Rocky Mountain SER Head Start for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year** [File #CDBG 2013-10]

The Subrecipient Contract formalizes the City's award of \$28,050 to Rocky Mountain SER Head Start allocated from the City's 2013 CDBG Program as previously approved by Council. The grant funds will be used for security upgrades to 3 buildings utilized for the Head Start program.

Action: Authorize the City Manager to Sign the Subrecipient Contract with Rocky Mountain SER Head Start Facility Security Upgrades for \$28,050 for the City's 2013 Program Year Funds

4. **2014 Mesa County Animal Control Services Agreement**

The City has an ongoing, annually renewable agreement with Mesa County for animal control services within the City limits. The City pays the County a percentage of the Mesa County Animal Services' budget based upon the City's percentage of total calls for service.

Action: Approve and Authorize the Mayor to Sign the 2014 Agreement between Mesa County and the City of Grand Junction Pertaining to Animal Services

5. **CNG Fueling Facility Expansion and Vehicle Purchase Grant Request**

This is a request to authorize the City Manager to submit a request to the Colorado Department of Local Affairs for a \$200,000 grant for expansion of the Compressed Natural Gas (CNG) fueling facility and to fund the cost difference of Compressed Natural Gas option for the replacement of three pickup trucks.

Resolution No. 71-13—A Resolution Authorizing the City Manager to Submit a Grant Request to the Colorado Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Program for CNG Fueling Facility and Vehicles

Action: Adopt Resolution No. 71-13

ITEMS NEEDING INDIVIDUAL CONSIDERATION

Public Hearing—Bonito Avenue Alley Right-of-Way Vacation, Located between 1220 and 1224 Bonito Avenue [File #VAC-2013-415]

This is a request made by the property owner of 1224 Bonito Avenue to vacate the public right-of-way, located between 1220 Bonito Avenue and 1224 Bonito Avenue. The right-of-way is approximately 12-foot wide and 123.37 feet long. It runs in a north/south direction between 1220 and 1224 Bonito Avenue, and functions as an alley for these two properties.

The public hearing opened at 7:36 p.m.

Lori V. Bowers, Senior Planner, presented this item. She described the site, the location, and the request. It was annexed into the City in 1966. Future Land Use designated the property as business park/mixed use. The homes were built in 1955. The home at 1224 Bonito has a detached garage which encroaches the alley right-of-way. There is street parking available on Bonito. There has been numerous verbal arguments between the two neighbors where emergency calls have been made. Prior to 2011, there were no problems. The twelve feet of right-of-way functions as an alley. City Staff tried to work with both owners to no avail. The request does not meet the goals of the Comprehensive Plan. The criteria of the Zoning and Development Code must be met. Ms. Bowers reviewed each of the six criteria which must be met. Five out of the six criteria would not be met. She entered in the Staff report and all documents into the record. The Planning Commission on October 8, 2013 forwarded a recommendation of denial of the request.

Councilmember Doody asked about XCEL and Hospice, is Hospice concerned about damage to their property if access is gained through their property? Ms. Bowers said yes.

Councilmember Norris asked if there is currently a right-of-way through Hospice. Ms. Bowers said there is not.

Michael Day, 1224 Bonito Avenue, is the petitioner, and spoke in favor of the vacation. Mr. Day showed a photo and pointed out the encroachment. He said his neighbor planted a tree and he advised the neighbor to move the tree. He wrote a note when the

tree was not removed. He mentioned emails that he has from various people who do not object to the vacation of this right-of-way. He said Hospice should have put in a drive access for utility providers. He then showed pictures that showed what this area looked like before everything started. He asked for and has not received information requested regarding the placement of the storm drain. He read a letter from XCEL Energy responding to the vacation request and pointed out that they have no objection to the vacation request. Another picture showed the easement, and one of the storm drain pipe locations. He showed more pictures to indicate there is other access to the property. He said that the best access to utilities is from 13th Street, not 12th Street. He pointed out in one picture that XCEL's power pole is inside the neighbor's property. He said no one has utilized the right-of-way for any kind of maintenance. He has maintained the right-of-way. Ute Water and the Fire Department also emailed and said that they have no objection to the vacation. He believes the request meets all the criteria in the Statutes and the Comprehensive Plan. The shared use with the neighbor is not working and the City has no need for it. He hopes that Council will overturn the recommendation from the Planning Commission.

Annette Collier, 1220 Bonito Avenue, said she is confused with a lot of previous pictures shown. She said the right-of-way is not surplus right-of-way. She uses it to access the garage several times a day. It has been used this way since the 1950's. There is a water line that runs through there. She said the utility companies will need access through an easement if the right-of-way is vacated. She showed pictures which showed that she does not have access to her garage through the front. She has lived in that house for over 10 years. She showed a picture of the access from the back where the right-of-way is. She showed pictures of the Hospice construction. She herself had checked into vacation of the right-of-way with the City and was denied. She told a couple of stories about her neighbor, Mr. Day, and how access has always been a problem. She feels Mr. Day should respect the boundaries. Mr. Day moved the fence three times. She requested vacation for access. She suggested that he use his own property or find a suitable property that works for him. She requested leaving the property as a right-of-way so that it can be used.

Joni Beckner, 1220 Bonito Avenue, opposes the request. She mentioned a letter that was signed by neighbors. She is appreciative Staff members Lori Bowers, Shelly Dackonish, and Eric Hahn, for their disclosure and assistance going through this process. She read a letter from Lori Bowers when one time parking was a problem and a meeting with the Planning Department in 2011 where they received a denial letter for the vacation (attached). The ten foot easement runs north and south. She held up three police reports where they have called for assistance when they felt unsafe. She read another letter from Public Works, Utilities, and Planning Director Greg Trainor from April 2, 2013 (attached).

Mr. Day said the work he did to prevent the swale was undone by the neighbor. He showed more pictures. There is reason the right-of-way should be for public access.

He again stated shared use of the right-of-way will not work. He read a letter to City Council which he also showed on the overhead camera. He said that the vacation would not prevent Ms. Collier access to her garage. He advised he knows people who had more than one access on their own property who were forced to close all but one. He said that the City should follow the Code. He begged the Council to hear the wisdom and vote yes for the right-of-way to make the best use of the land. He would like it vacated and split between the two of them with a fence down the center of it.

Ms. Collier asked the Council to see that the request does not meet the Statutes or the criteria. She said fences do not make good neighbors, neighbors make good neighbors.

Council President Susuras asked City Attorney Shaver if approval of the vacation would make Ms. Collier's property landlocked. City Attorney Shaver said it would not because there is other access. Council President Susuras asked if the access would handle automobiles. Mr. Shaver said although he would defer to the Planner for this question, he would advise that Council focus on the specific criteria and evidence in the Staff report for this decision even though there has been personal testimony.

Councilmember Doody asked how long the garage has been in place. Ms. Bowers said probably since the 1950's. Councilmember Doody asked how long the access statute has been in place. Ms. Bowers said the access statute that Mr. Day refers to is for new subdivisions and not to this specific neighborhood. This statute was not in place when this area was subdivided.

Councilmember Chazen asked if the garage was originally part of the property. Ms. Bowers said as far back as the evidence goes, it seems as though the garage was there since the house was constructed. Councilmember Chazen asked if there was a conversion on the house. Ms. Bowers said she did not know. Ms. Collier said it was the front yard.

Councilmember Traylor Smith asked Ms. Bowers about the conflict regarding the letters from Mr. Trainor and XCEL stating the vacation was fine. Ms. Bowers said the letter from XCEL that Mr. Day provided was received well after the public comment review at the Planning Commission meeting. The comment Ms. Bowers received from XCEL stated they would not support the vacation.

Councilmember Boeschstein asked Ms. Bowers if the east/west swale is an easement. Ms. Bowers said it is an east/west utility easement and it doesn't allow a person to drive through it.

There were no other public comments.

The public hearing was closed at 8:56 p.m.

Ordinance No. 4609—An Ordinance Vacating Right-of-Way for Bonito Avenue Alley, Located between 1220 and 1224 Bonito Avenue

Councilmember Chazen moved to adopt Ordinance No. 4609 and ordered it published in pamphlet form. Councilmember Doody seconded the motion. Motion failed unanimously 6-0 by roll call vote. Several Councilmembers stated the reasons they voted no.

The meeting recessed at 9:00 p.m.

The meeting reconvened at 9:07 p.m.

Public Hearing—Addition of City Property to the Downtown Development Authority District (DDA)

The City and DDA Staff are recommending the addition of a number of City-owned parcels into the DDA district.

The public hearing was opened at 9:07 p.m.

John Shaver, City Attorney introduced this item. He said the purpose is to allow the standardization of the boundary and to allow DDA to expend its funds for projects that are within the boundary. There are no separate petitions for any other properties within the boundary.

Harry Weiss, DDA, Executive Director, added that these are City properties that are tax exempt and there will be no financial change by adding the properties.

Councilmember Norris said she appreciates the updating and all the work.

There were no public comments.

The public hearing closed at 9:10 p.m.

Councilmember Doody moved to adopt Ordinance No. 4610 and ordered it published in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing—Elementary Enclave Annexation and Zoning, Located at 2977 B Road [File #ANX-2013-316]

A request to annex 1.0 acres of enclaved property, located at 2977 B Road, and to zone the annexation, which consists of a one acre (1.0 ac) parcel, to an R-4 (Residential 4 du/ac) zone district.

The public hearing was opened at 9:12 p.m.

Brian Rusche, Senior Planner presented this item. He described the site, the location, and the request. He showed a time line of the property and described it over the years. Adjacent properties were annexed for future developments which created the enclave. The request is consistent with the Comprehensive Plan as well as the existing subdivisions. The Planning Commission has recommended approval.

Councilmember Norris asked if the new owners sold the property could new owners have livestock. Mr. Rusche said yes.

Councilmember Boeschstein asked if the numbers of livestock currently are allowable under the Code. Mr. Rusche said there is a bit more livestock than allowed but it can continue as long as it does not decrease or go away.

There were no other public comments.

The public hearing was closed at 9:15.

Ordinance No. 4611—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Elementary Enclave Annexation, Located at 2977 B Road, Consisting of Approximately One Acre

Ordinance No. 4612—An Ordinance Zoning the Elementary Enclave Annexation to R-4 (Residential 4 DU/AC), Located at 2977 B Road

Councilmember Doody moved to adopt Ordinance Nos. 4611 and 4612 and ordered them published in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Public Hearing—Twenty Nine Thirty Enclave Annexation and Zoning, Located on the North and South Side of B ½ Road at Crista Lee Way [File #ANX-2013-377]

A request to annex 12.08 acres of enclaved property, located on the north and south side of B ½ Road at Crista Lee Way, and to zone the annexation, which consists of six parcels, to an R-4 (Residential 4 du/ac) zone district.

The public hearing opened at 9:17 p.m.

Brian Rusche, Senior Planner, presented this item. He described the site, the location, and the request. It is consistent with State law requirements. This property was formerly farmed as an orchard. Adjacent properties were annexed for development and created

the enclaves. The Comprehensive Plan designates this as residential and R-4 zoning is consistent. The Planning Commission recommends approval.

Councilmember Traylor Smith asked if this property was close to the solar farm. Mr. Rusche said no.

There were no public comments.

The public hearing was closed at 9:18 p.m.

Ordinance No. 4613—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Twenty Nine Thirty Enclave Annexation, Located on Both Sides of B ½ Road at Crista Lee Way, Consisting of Approximately 12.08 Acres

Ordinance No. 4614—An Ordinance Zoning the Twenty Nine Thirty Enclave Annexation to R-4 (Residential 4 DU/AC), Located on Both Sides of B ½ Road at Crista Lee Way

Councilmember Traylor Smith moved to adopt Ordinance Nos. 4613 and 4614 and ordered them published in pamphlet form. Councilmember Norris seconded the motion. Motion carried by roll call vote.

Public Hearing—Ray Annexation and Zoning, Located at 416 29 Road [File #ANX-2013-403]

A request to annex and zone the Ray Annexation, located at 416 29 Road. The Ray Annexation consists of one parcel and approximately 0.144 acres (6,261 square feet) of the 29 Road right-of-way. The requested zoning is a C-1 (Light Commercial) zone district.

The public hearing was opened at 9:21 p.m.

Brian Rusche, Senior Planner, presented this item. He described the site, the location, and the request. This request is to allow expansion of the business and pursuant to the Persigo Agreement, annexation is required. The current code would allow business use. The request is consistent with the Comprehensive Plan. A neighborhood meeting was held and there were no objections. The site improvements are under review. This meets the criteria of the Municipal Code and the Planning Commission recommends approval.

Councilmember Norris asked if other properties wanted, could they convert to commercial use. Mr. Rusche said they would have to petition separately.

Councilmember Traylor Smith asked if there were any objections by surrounding residents. Mr. Rusche said there were not.

There were no public comments.

The public hearing was closed at 9:26 p.m.

Resolution No. 70-13—A Resolution Accepting a Petition for Annexation, Making Certain Findings, Determining that Property Known as the Ray Annexation, Located at 416 29 Road and Including Portions of the 29 Road Right-of-Way, is Eligible for Annexation

Ordinance No. 4615—An Ordinance Annexing Territory to the City of Grand Junction, Colorado, Ray Annexation, Approximately 1.14 Acres, Located at 416 29 Road and Including Portions of the 29 Road Right-of-Way

Ordinance No. 4616—An Ordinance Zoning the Ray Annexation to C-1 (Light Commercial), Located at 416 29 Road

Councilmember Doody said this is a perfect example of what the City does and to work toward its vision.

Councilmember Doody moved to adopt Resolution No. 70-13 and Ordinance Nos. 4615 and 4616 and ordered them published in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

Councilmember Boeschstein thanked Staff for bringing the annexations forward to Council.

Adjournment

The meeting was adjourned at 9:28 p.m.

Debbie Kemp, MMC
Deputy City Clerk



PUBLIC WORKS & PLANNING

December 6, 2011

Ms. Annette Collier
1220 Bonito Avenue
Grand Junction, CO 81506

RE: Possible Vacation of Right-of-Way

Dear Annette:

Thank you for taking the time to meet with us on Monday, November 21, 2011. I have been able to research your request a little further and have found out the City cannot support your request for a vacation of the subject alley right-of-way.

There is a 60" storm line at the rear of the lots on the North side of Bonito Avenue. The existing 12' alley adjacent to the East side of your property located at 1220 Bonito, is the City's major access point for maintenance and or replacement of the storm sewer. Our engineers are not in favor of vacating that alley. At best, it would be retained as an access and utility easement, but that generally creates problems in the future. Not necessarily by you, but by future property owners who inadvertently place improvements over the easement such as such as hard-surfaced driveways, patios, landscaping, etc....

You can continue to use the alley as the main access to your garage, as it is public right-of-way, but you cannot store items in public right-of-way. This also applies to your next door neighbor. He may use the area to access his property but he may not store items, fence, landscape, etc. the subject alley right-of-way.

I hope this answers your questions about the alley and it's use. If I may be of further assistance, please feel free to contact me.

Sincerely,

City of Grand Junction

A handwritten signature in cursive script that reads "Lori V. Bowers".

Lori V. Bowers, Senior Planner



April 2, 2013

Ms. Annette Collier
1220 Bonito Avenue
Grand Junction, CO 81506

Dear Ms. Collier:

I am writing to inform you that the City of Grand Junction Public Works, Utilities and Planning Department have determined that the request to vacate the alley right-of-way adjacent to your property located at 1220 Bonito Avenue will not proceed forward. As a result of comments from review agencies, City staff has determined that the right-of-way cannot be vacated. The subject right-of-way serves as access to public utilities along the north side of the lots on your block for Xcel Energy, which needs access its overhead lines, and for the City, which needs access to the covered drainage pipe located on the Hospice property. The subject right-of-way serves as the best access to these facilities because of the landscaping improvements that have been made on the Hospice property at 12th and 13th Streets.

The City considered several alternatives for easements in order to vacate the alley but there were no workable solutions that protected all of the interests involved, including yours, your neighbors', Xcel Energy's and the City's. Because of the likelihood that you and/or your neighbor would install a fence on the property line, any split of the existing twelve foot ROW width would not accommodate Xcel Energy's service equipment and City maintenance vehicles.

We have thoroughly explored all the possibilities for vacating the ROW but we see no viable alternative for vacating this public right-of-way.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Trainor", is written over a faint, larger version of the same signature.

Greg Trainor, Director
Public Works, Utilities and Planning Department

File #VAC-2013-83



Date: November 25th, 2013
 Author: Jodi Romero
 Title/ Phone Ext: Financial
Operations Director xt 1515
 Proposed Schedule: December 4th, 2013
 2nd Reading
 (if applicable): _____

**Attach 2
 CITY COUNCIL AGENDA ITEM**

Subject: Property Tax Resolutions for Levy Year 2013
Action Requested/Recommendation: Adoption of Proposed Resolutions Setting the 2013 Mill Levies for the City of Grand Junction, and the Downtown Development Authority
Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

The resolutions set the mill levies of the City of Grand Junction (City) and the Downtown Development Authority (DDA). The City and DDA mill levies are for operations.

Background, Analysis and Options:

The adoption of the Tax Levy Resolutions will generate property tax revenue for the City and the DDA. The amount of property tax generated is calculated by taking the adopted mill levy multiplied by the assessed valuation of property located within the taxing area. The 2013 mill levy will be assessed and collected in 2014. The mill levy for both the City and DDA will be the same as the 2012 levy, assessed and collected in 2013.

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

This action is needed as a financing source to meet the plan goals and policies of the City of Grand Junction and the DDA.

Board or Committee Recommendation:

None

Financial Impact/Budget:

The revenue generated by the City's 8 mills is estimated to be \$7,909,206. The revenue generated by the Downtown Development Authority's 5 mills is estimated to be \$260,000.

Legal issues:

None

Other issues:

None

Previously presented or discussed:

No

Attachments:

Resolutions with Tax Levy Certifications

RESOLUTION NO. _____

**A RESOLUTION LEVYING TAXES FOR THE YEAR 2013 IN THE
CITY OF GRAND JUNCTION, COLORADO**

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

That there shall be and hereby is levied upon all taxable property within the limits of the **City of Grand Junction**, Colorado, for the year 2013 according to the assessed valuation of said property, a tax of eight (**8.000**) mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado for the purpose of paying the expenses of the municipal government of said City for the fiscal year ending December 31, 2014.

ADOPTED AND APPROVED THIS ____ day of _____, 2013.

ATTEST:

President of the Council

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO
COUNTY OF MESA
CITY OF GRAND JUNCTION

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the limits of the **City of Grand Junction** for the year 2013, as determined and fixed by the City Council by Resolution duly passed on the 4th day of December, 2013, is eight **(8.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the municipal government, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 4th day of December, 2013.

City Clerk, City of Grand Junction

C: County Assessor

RESOLUTION NO. _____

**A RESOLUTION LEVYING TAXES FOR THE YEAR 2013 IN THE
DOWNTOWN DEVELOPMENT AUTHORITY**

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

That there shall be and hereby is levied upon all taxable property within the Grand Junction, Colorado, **Downtown Development Authority** limits, for the year 2013 according to the assessed valuation of said property, a tax of five **(5.000)** mills on the dollar (\$1.00) upon the total assessment of taxable property within the City of Grand Junction, Colorado, Downtown Development Authority, for the purpose of paying the expenses of said Authority for the fiscal year ending December 31, 2014.

ADOPTED AND APPROVED THIS _____ day of _____, 2013.

President of the Council

ATTEST:

City Clerk

TAX LEVY CERTIFICATION

TO COUNTY COMMISSIONERS AND ASSESSOR

STATE OF COLORADO
COUNTY OF MESA
CITY OF GRAND JUNCTION

To the Commissioners of Mesa County, Colorado:

This is to certify that the tax levy to be assessed by you upon all property within the Grand Junction, Colorado, **Downtown Development Authority** limits, for the year 2013, as determined and fixed by the City Council by Resolution duly passed on the 4th day of December, 2013, is five **(5.000)** mills, the revenue yield of said levy to be used for the purpose of paying the expenses of the Grand Junction, Colorado, Downtown Development Authority, and you are authorized and directed to extend said levy upon your tax list.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Grand Junction, Colorado, this 4th day of December, 2013.

City Clerk, City of Grand Junction

C: County Assessor



Date: November 14, 2013
 Author: Kristen Ashbeck
 Title/ Phone Ext: Senior Planner x1491
 Proposed Schedule:
Approval December 4, 2013; Execute
agreement following approval.
 File #: CDBG 2013-09

Attach 3
CITY COUNCIL AGENDA ITEM

Subject: CDBG Subrecipient Contract with STRIVE for Previously Allocated Funds within the 2013 Community Development Block Grant (CDBG) Program Year
Action Requested/Recommendation: Authorize the City Manager to Sign the Subrecipient Contract with STRIVE for The Parenting Place Rehabilitation for \$20,000 for the City’s 2013 Program Year Funds
Presenter(s) Name & Title: Kristen Ashbeck, Senior Planner/CDBG Administrator

Executive Summary: The Subrecipient Contract formalizes the City’s award of \$20,000 to STRIVE allocated from the City’s 2013 CDBG Program as previously approved by Council. The grant funds will be used for rehabilitation of two buildings utilized for The Parenting Place.

Background, Analysis and Options:

CDBG 2013-09 STRIVE The Parenting Place Rehabilitation

The Parenting Place, operating under STRIVE (formerly Mesa Developmental Services), provides programs that serve low-income families with special needs, with prenatal education, parenting classes and information, and child abuse prevention. The Parenting Place owns the property at 1505 Chipeta Avenue and utilizes the two buildings on the property for services and for its program office. \$20,000 in CDBG funds will be used for repairs to both buildings, including a swamp cooler, new energy efficient doors and windows, new exterior trim and new flooring. The remainder of project costs (\$20,065) will be leveraged from other sources.

STRIVE is considered a “subrecipient” to the City. The City will “pass through” a portion of its 2013 Program Year CDBG funds to STRIVE but the City remains responsible for the use of these funds. The contract outlines the duties and responsibilities of the agency and are is to ensure that the subrecipient complies with all Federal rules and regulations governing the use of these funds. The contract must be approved before the subrecipient may spend any of these Federal funds. Exhibit A of the contract (Attachment 1) contains the specifics of the project and how the money will be used by the subrecipient.

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

This project funded through the 2013 CDBG grant year allocation addresses steps towards the City’s Comprehensive Plan Goal listed below:

Goal 12: Goods and Services that Enhance a Healthy, Diverse Economy: The CDBG project discussed above provides services that enhance our community including improved services for low and moderate income youth and families.

Board or Committee Recommendation: There is no board or committee review of this request.

Financial Impact/Budget: Previously approved 2013 CDBG Program Year Budget

Legal issues: Funding is subject to Subrecipient Agreement. The City Attorney has reviewed and approved the form of agreement.

Other issues: None

Previously presented or discussed:

City Council discussed and approved the allocation of CDBG funding for this project at its May 22, 2013 meeting.

Attachments:

1. Exhibit A, Subrecipient Agreement – STRIVE The Parenting Place

**ATTACHMENT 1: 2013 SUBRECIPIENT CONTRACT FOR
CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
WITH
STRIVE**

**EXHIBIT "A"
SCOPE OF SERVICES**

1. The City agrees to pay the Subrecipient, subject to the subrecipient agreement, \$20,000.00 from its 2013 Program Year CDBG Entitlement Funds for the rehabilitation of the Parenting Place program buildings operated by STRIVE located at 1505 Chipeta Avenue/516 North 15th Street in Grand Junction, Colorado ("Property"). The Parenting Place provides a multitude of programs that serve low-income and other families with special needs, while providing a safe non-threatening environment addressing prenatal education, parenting classes and information, and child abuse prevention.
2. The Subrecipient certifies that it will meet the CDBG National Objective of low/moderate income clientele benefit (570.201(c)). It shall meet this objective by providing the above-referenced services to low/moderate income persons in Grand Junction, Colorado. In addition, this project meets CDBG eligibility requirements under section 570.201(e), Public Services.
3. The project consists of capital construction/improvement to the existing buildings located at 1505 Chipeta Avenue/516 North 15th Street. The southern building was originally constructed as a house in 1919 with an addition for a neighborhood grocery store in 1940 but has been remodeled and used for a variety of community functions for approximately 50 years and is in need of updating. The northern building was originally constructed as a preschool 1948 and has been used for similar purposes during the course of its history. CDBG funds will be used to rehabilitate the buildings including energy efficiency upgrades and new flooring. The Property is currently owned by STRIVE which continue to operate the facility for The Parenting Place activities and programs. It is understood that the City's grant of \$20,000 in CDBG funds shall be used only for the remodel improvements described in this agreement. Costs associated with any other elements of the project shall be paid for by other funding sources obtained by the Subrecipient.
4. This project shall commence upon the full and proper execution of the 2013 Subrecipient Agreement and the completion of all appropriate environmental, Code, State and Local permit review and approval and compliance. The project shall be completed on or before December 31, 2014.

_____ STRIVE

_____ City of Grand Junction

5. The total project budget for the project is estimated to be \$40,065. The anticipated specific improvements are as follows:

516 N 15th (south) replace flooring throughout	\$14,800	
1505 Chipeta replace fascia		\$ 900
1505 Chipeta replace windows/doors	\$12,555	
1505 Chipeta replace flooring throughout	\$11,810	

6. The Parenting Place serves all families raising children from the prenatal stage through teen years, with a strong emphasis on serving young parents and those of low income. In the past year, 648 persons were provided services and the Parenting Place anticipates an increase to 1,000 persons in 2013.
7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the date of completion of the project the use of the Properties improved may not change unless the: A) City determines the new use meets one of the National Objectives of the CDBG Program, and B) Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the City's \$20,000 CDBG contribution. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V.(E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.

_____ STRIVE

_____ City of Grand Junction



Date: 11/15/13
 Author: Sonya Evans
 Title/ Phone Ext: Finance
 Supervisor xt.1522
 Proposed Schedule: November
20th, 2013
 2nd Reading
 (if applicable): December 4th,
2013
 File # (if applicable): _____

Attach 4
CITY COUNCIL AGENDA ITEM

Subject: Public Hearing—2013 Supplemental Appropriation Ordinance and 2014 Appropriation Ordinance
Action Requested/Recommendation: Hold a Public Hearing and Consider Final Passage and Final Publication in Pamphlet Form of the Proposed Ordinances
Presenter(s) Name & Title: Jodi Romero, Financial Operations Director

Executive Summary:

This request is to appropriate certain sums of money to defray the necessary expenses and liabilities of the accounting funds of the City of Grand Junction for the 2013 amended and 2014 proposed budgets.

Background, Analysis and Options:

This is the second 2013 Supplemental Appropriation Ordinance for:

- the Visitor & Convention fund due to an increase in the operating subsidy for Two Rivers Convention Center; and,
- the Facilities Capital fund in order to close out the fund and discontinue use effective December 31, 2013.

The 2014 appropriation ordinance is the legal adoption of the City’s budget, by the City Council for the upcoming fiscal year. The components of the 2014 budget have been reviewed and discussed during several City Council workshops. In accordance with the Charter the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Financial Operations Director in support of the budget and ordinance are incorporated by this reference as if fully set forth.

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

This action is needed to meet the plan goals and policies.

Board or Committee Recommendation:

The City Council has informally deliberated these matters; at the second reading and public hearing the Council will formally consider adoption of the Ordinance as established by the Charter.

Financial Impact/Budget:

The supplemental appropriation ordinance, the 2014 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the supplementary documents incorporated by reference above.

Legal issues:

The ordinances have been drawn, noticed, and reviewed in accordance with the Charter.

Other issues:

None known at this time.

Previously presented or discussed:

The 2014 City budget has been developed with City Council and presented during budget workshops on July 23rd, August 5th, 18th and 19th, September 30th, October 7th and 28th and November 18th of 2013.

First Reading of the Proposed Ordinances was on November 20th.

Attachments:

Proposed Supplemental Appropriation Ordinance for 2013 Budget
Proposed 2014 Budget Appropriation Ordinance

ORDINANCE NO. ____

**AN ORDINANCE MAKING SUPPLEMENTAL APPROPRIATIONS TO THE 2013
BUDGET OF THE CITY OF GRAND JUNCTION**

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

That the following sums of money be appropriated from un-appropriated fund balance and additional revenue to the funds indicated for the year ending December 31, 2013, to be expended from such funds as follows:

FUND NAME	FUND #	APPROPRIATION
Visitor & Convention Bureau	102	\$ 11,313
Facilities Capital Fund	208	\$ 7,204

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 20th day of November, 2013.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2013.

Attest:

President of the Council

City Clerk

ORDINANCE NO. ____

AN ORDINANCE APPROPRIATING CERTAIN SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF GRAND JUNCTION, COLORADO AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE YEAR BEGINNING JANUARY 1, 2014, AND ENDING DECEMBER 31, 2014

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2014, and ending December 31, 2014, said sums to be derived from the various funds as indicated for the expenditures of:

FUND NAME	FUND #	APPROPRIATION
General	100	\$ 67,015,213
Enhanced 911 Special Revenue	101	\$ 3,865,782
Visitor & Convention Bureau	102	\$ 2,066,588
D.D.A. Operations	103	\$ 384,037
Community Development Block Grants	104	\$ 614,441
Open Space	105	\$ 406,717
Conservation Trust	110	\$ 705,455
Sales Tax Capital Improvements	201	\$ 14,419,396
Storm Drainage Improvements	202	\$ 50,000
DDA Capital Improvements	203	\$ 310,802
Major Capital Improvements	204	\$ 3,584,770
Transportation Capacity Improvements	207	\$ 410,000
Water Fund	301	\$ 6,708,933
Solid Waste	302	\$ 3,534,058
Two Rivers Convention Center	303	\$ 2,670,564
Golf Courses	305	\$ 2,055,156
Parking	308	\$ 478,007
Irrigation Systems	309	\$ 251,226
Information Technology	401	\$ 6,310,601
Equipment	402	\$ 5,273,996
Self Insurance	404	\$ 2,418,788

Communications Center	405	\$	7,647,455
General Debt Service	610	\$	8,279,303
T.I.F. Debt Service	611	\$	938,105
GJ Public Finance Debt Service	614	\$	534,955
Cemetery Perpetual Care	704	\$	6,209
Joint Sewer System, Total	900	\$	11,377,324

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this 20th day of November, 2013.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this ____ day of _____, 2013.

Attest:

President of the Council

City Clerk



Date: November 19, 2013
 Author: Debbie Kovalik
 Title/ Phone Ext: ECVS Director
 Proposed Schedule: December 4, 2013
 2nd Reading (if applicable):

**Attach 5
 CITY COUNCIL AGENDA ITEM**

Subject: Extension of Website Marketing and Advertising Contracts for the Visitor and Convention Bureau (VCB)
Action Requested/Recommendation: Authorize the Purchasing Division to Execute a One-Year Contract Extension with Miles Media Group, LLLP for Website Marketing at the VCB in the Estimated Amount of \$160,000 <u>and</u> Authorize the Purchasing Division to Execute a One-Year Contract Extension with PILGRIM (formerly known as CCT Advertising) for Advertising Services at the VCB in the Estimated Amount of \$375,000
Presenter(s) Name & Title: Debbie Kovalik, Economic, Convention, and Visitor Services Director Jay Valentine, Internal Services Manager

Executive Summary:

This request is for the extension of two existing contracts for an additional one-year term for the period of January 1, 2014 through December 31, 2014. Currently, the Visitor and Convention Bureau (VCB) utilize the services of Miles Media Group LLLP for Website Marketing and PILGRIM (formerly known as CCT Advertising) for Tourism Advertising on an annual basis. Both Advertising and Website services will be competitively solicited through a formal process in 2014.

Background, Analysis and Options:

Both contracts were originally established through a formal Statement Of Qualifications (SOQ) process in 2010. The resulting contracts were approved by City Council for the original contract period of January 1, 2011 through December 21, 2011 with the option for two annual renewals.

The renewal options have been exercised. One more extension will allow the VCB time to revisit the requirements so competitive responses can be gathered again in 2014. The extra time allotted by the additional extension will ensure the right information is gathered and optimize the results once formal solicitations are requested.

Firm	Location	Estimated Budget Amount
Miles Media Group LLLP	Sarasota, FL	\$160,000.00
Pilgrim Advertising	Denver, CO	\$375,000.00

The VCB requests a total contract amount of \$160,000 with Miles Media LLLP. This allows the VCB to increase internet advertising and GetSmart Content, which is customized content personalization targeted to each user based on their location, keyword searches, content interest, and interactions with email and social properties.

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

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

These two providers help enhance the community by the services they provide to market Grand Junction as a premier destination to the tourism industry.

Board or Committee Recommendation:

During the formal VCB Board of Directors meeting on September 10, 2013, the VCB Board approved and recommended contract extensions for both providers for a one-year term period of January 1, 2014 through December 31, 2014. In addition, the VCB Board of Directors approved the VCB's 2014 requested budget.

Financial Impact/Budget:

These contract amounts are included in the VCB's proposed budget for 2014.

Legal issues:

Upon approval, a formal contract renewal will be executed. The City Attorney's office will review the documents.

Other issues:

There are none.

Previously presented or discussed:

This item was not previously discussed.

Attachments:

Current Contract: Cameron, Christopher Thomas Advertising, Inc. (DBA CCT Advertising) now known as PILGRIM Advertising.

Current Contract: Miles Media Group LLLP.



AGREEMENT
BETWEEN THE CITY OF GRAND JUNCTION
AND CAMERON, CHRISTOPHER THOMAS ADVERTISING, INC.

This agreement ("Agreement") is made and entered into by and between Cameron, Christopher Thomas Advertising, Inc. (DBA CCT Advertising), a Colorado corporation ("Agency") and the City of Grand Junction, a Colorado municipal corporation ("City").

The City hereby appoints Agency as its advertising agency, and Agency hereby agrees to serve as advertising agency for the City, in accordance with and subject to the following terms and conditions.

For purposes of this Agreement, the City's representative will be the Director of Economic, Convention and Visitor Services who will provide the Agency, as appropriate, with required approvals and/or modifications to the Marketing Plan.

The parties agree as follows:

1. Agreement:

This Agreement incorporates the Request for Proposal (Statement of Qualification No. SOQ-3222-10-SH) and Agency's 2013 Marketing Plan by this reference. The Marketing Plan provides the scope of work to be performed by the Agency and serves as the basis for formation of an Agreement between the Parties. The Parties expressly agree that the Agreement may be modified by the City at any time during its term without penalty.

The total contract sum for 2013 shall not exceed \$375,000.00. The Parties further agree that the City may modify, amend or limit the Marketing Plan and its expenditures thereunder, within the aforementioned limits, as it may determine in its sole and absolute discretion, without penalty or recourse and subject to the terms of the balance of the Agreement, including, without limitation, paragraphs 11 & 13.

2. Governing Law:

The Agreement will be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under the Agreement or the performance or non-performance thereof, will be in Mesa County, Colorado.

3. Term:

The contract term is one year, from January 1, 2013, through December 31, 2013. The contract may be renewed for a period of one year by written agreement of the parties, for up to two additional one-year terms. A new Request for Proposal may be issued by the City in 2013. The Agency is and shall be allowed to respond to that Request for Proposal.

4. Compensation for Agency Services:

a. Production cost estimates shall be provided to the City for consideration and approval in advance of production. No project(s) shall proceed to production without written City approval thereof.

b. Any modifications or changes in the cost of any project over and above the cost estimate shown in the Marketing Plan shall be communicated to the City, in advance of production, and shall not be invoiced until approved by the City.

c. Agency shall submit to the City written cost estimates of anticipated costs for any and all expenditures over \$500.00. Schedules and cost estimates submitted shall be approved or denied by the City without unreasonable delay. The City's authorization of an expenditure or estimate shall be considered authorization to the Agency to incur liabilities contemplated thereby. Agency shall not proceed or otherwise incur any liability on the City's behalf without the City's approval pursuant to this paragraph.

d. Agency shall bill monthly, but no more often than two times per month at regular intervals, for all Agency time spent on services for the City.

e. Invoices shall reflect the cost for each designated project.

f. All production will be billed to the City as work in process.

g. Media will be billed at net cost to the City.

h. Out-of-pocket expenses such as shipping, postage, long distance telephone and travel expenses (excluding travel for account servicing to Grand Junction) incurred by the Agency for work performed hereunder will be billed for reimbursement. Travel expenses shall be pre-approved by the City prior to being incurred.

i. Out-of-pocket expenses for typography, photography, illustration, broadcast production, printing and similar services shall be estimated for the City's consideration and approval before they are incurred. If approved, and with approval from the City, out-of-pocket expenses will be billed at the Agency's cost without markup. Any and all fees for services rendered by a subcontractor to the Agency, as well as the attendant expenses, will be billed through to the Agency, and the Agency will be paid by the City at cost to the Agency without markup.

j. A retainer of \$3,800.00 per month will be paid to cover account services by the Agency, which include, but are not limited to:

- (1) Attendance at the Visitor & Convention Bureau Board of Director ("Board") regular monthly meetings, as requested by the City (not less than 6 times per year);
- (2) Attendance at the annual Board retreat; and
- (3) Account review/planning meetings with the City, including bi-monthly team meetings with the City's website contractor.

k. The total annual expenditures for work performed and services rendered under this contract shall not exceed \$375,000.00 ("contract price"). Any and all amounts incurred or expended by the Agency in excess of that sum will be deemed outside of this Agreement and the City shall have no liability therefore. The City may request the Agency for additional work or services that are not included in this contract, for which the Agency will be compensated separately / outside the contract price.

l. Payment for invoices shall be due thirty (30) days from invoice date, except in such instances when specific outside suppliers require cash advances to reserve time or materials, in which case the City will be responsible for advancing the Agency funds to meet such supplier needs.

m. Interest of 1½% per month will be charged on all overdue balances.

5. Prime Contractor Responsibilities:

The Agency will assume all responsibility for the performance of all required services, whether or not subcontractors are involved. The City will consider the Agency to be the primary point of contact with regard to all services provided pursuant to or under this Agreement and will not maintain contracts with any subcontractor of the Agency without Agency approval. The Agency will specify in advance the sub-contractors they intend to use and what their functions will be. The City retains the right to inspect any phase and/or any part of the Agency's work pursuant to or under this Agreement, whether on a continuing or a spot-check basis, including visits to the Agency's contractors or subcontractors.

6. Non-discrimination:

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment:

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement, or its rights, title or interest therein, or its power to execute such agreement to any other person, company, corporation or entity without the previous written approval of the City.

8. Benefit:

This Agreement is for the benefit of the Agency and the City and not for the benefit of any third party or person.

9. Compliance with the Law:

The Agency agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant against Contingent Fees:

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this Agreement. For a breach or violation of this warranty, the City shall have the right to annul the Agreement without liability or, in its discretion, to deduct from the contract price, the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination:

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the production of advertising or marketing materials or services for the City which are not otherwise usable by the Agency.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnished any statement, representation, warranty or certification in connection with the Request for Proposal or this Agreement which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of the Agreement or is in violation of any specific contractual provision;
- c. If the City determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence of default.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services to date, and the City reserves the right to reassign the Agreement to another Agency without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City shall enact a statute, ordinance, law, rule or regulation which removes its authority or ability to engage in such activities, or if funds are not available from the lodging tax for the purposes of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, accepted proposals, specifications, procedures, systems, photographs, copy, videos and/or other recordings, and all contents of web sites or pages created hereunder, except that unused or unpublished advertising created by the Agency shall remain the property of the Agency, even if the physical embodiment of the creative work is in the City's possession in the form of copy, artwork, plates,

film or video tape. Materials shall be furnished without cost to the City, except for agency time to download and prepare CDs at agreed upon hourly rate, not to exceed \$2,500.00, in the form they were or are created and/or used, such that any electronic data will be furnished in readable and writable/usable electronic form.

12. Patents and Copyrights:

The Agency shall indemnify the City and hold it harmless from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Amendments:

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records:

The Agency shall be required to maintain financial and accounting records and all other records pertaining to the Agreement and expenditures thereunder and/or performance thereof in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and its designees, including but not limited to, the City Auditor and/or the Director of Economic, Convention and Visitor Services, during the Agreement period and any extension thereof and for three (3) years from the date of final payment under the Agreement or any extension thereof.

15. Other Services Not Covered:

Should the Agency be called upon to perform any services not listed above and on which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency in connection with Agency's performance under this Agreement. Unless the damage or injury is due to the negligent, reckless or purposeful act or failure to act by the Agency, City shall indemnify and hold the Agency harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from City's failure to fulfill its obligations under this Agreement.

17. All original advertising material or specific rights to material created or negotiated for or on behalf of City, such as copy, photography, illustration, artists' layouts or design sketches and storyboards, become the property of the City once the City has paid for them. The Agency will act on behalf of the City to negotiate appropriate "buy-outs" or usage rights on voice-over or "talent" usage, photography and illustration; however, certain materials and usage rights provided to the Agency by outside suppliers will remain the property of that supplier in accordance with general

trade practices. This may include, but is not limited to, long-term photography usage rights, talent usage rights, photographic negatives, and film/tape masters or originals.


18. This Agreement may be executed by separate counterpart and when fully executed and taken together shall constitute a contract.

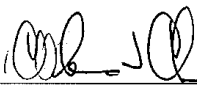
Agreed by:

CITY OF GRAND JUNCTION

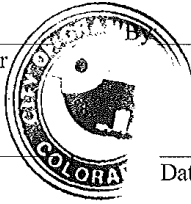
CAMERON, CHRISTOPHER THOMAS

ADVERTISING, INC.

By: 
Rich Englehart, City Manager

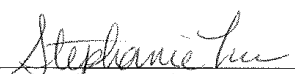

Christopher Clemens, President

12/18/12
Date



12-10-12
Date

Attest:


Stephanie Tuin, City Clerk

12/18/12
Date

AGREEMENT

This Agreement ("Agreement") is made and entered into by and between Miles Media Group LLLP, a Delaware Limited Liability Limited Partnership ("Agency"), and the City of Grand Junction ("City") for Internet marketing services for the City's Visitor and Convention Bureau ("GJVCB").

Services rendered under this Agreement are for the primary purpose of promoting Grand Junction, Colorado as a visitor destination through website marketing.

The parties hereto agree as follows:

1. Contract

This Agreement incorporates the Request for Proposal (Statement of Qualification No. SOQ-3222-10-SH) the Agency's 2013 Marketing Plan, and the Scope of Work set forth in Attachment 1 by this reference as if fully set forth herein. The Agreement may be modified by the City at any time during its term without penalty.

Total compensation for services for the year 2013 shall not exceed \$125,000.00. Amounts incurred or expended by the Agency in excess of this sum will be deemed outside the contract and the City shall have no liability for the same.

A cost break down is also contained in the Scope of Work (Attachment 1).

The City may modify, amend or limit the services provided by the Agency and the expenditures of the City for such services within the limits referenced herein.

2. Governing Law

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising out of or occurring under this Agreement or the performance or non-performance thereof will be in Mesa County, Colorado.

3. Term

This Agreement shall be for a term of one year, from January 1, 2013 through December 31, 2013. A new Request for Proposal may be issued by the City in 2013. Agency is and shall be allowed to respond to that request for proposal.

4. Compensation for Agency Services

- a. For all work, Agency shall be paid monthly for work completed.
- b. For all expenditures by Agency in furtherance of this Agreement, Agency shall estimate expenditures in advance. Written cost estimates of anticipated costs for any expenditure over \$500.00 must be approved in writing by the GJVCB in advance.

c. For adaptation of Agency's existing products, Agency shall submit to GJVCB a description of the product and adaptation for GJVCB together with a proposed fixed-fee prior to the start of work. Work shall commence only upon GJVCB's prior written approval.

d. New developments shall be made only upon GJVCB request or with GJVCB pre-approval. Prior to commencement of new development, Agency shall submit a Scope of Work including the details of the deliverables, materials needed, timeline and pricing. Before any work on the new development begins, Agency shall obtain written approval of the Scope of Work, including pricing. Adjustments to Scope of Work may be made only with prior written approval by GJVCB.

e. For new developments, City shall be billed only upon completion of work, and at Agency's standard rates, as follows:

Consulting/Design/Editorial Services	\$125.00/hour
Maintenance Response	\$100.00/hour
Programming/Development	\$125.00/hour

5. Agency Responsibilities / Scope of Work

Agency agrees to provide web site marketing, design, customization and technical services to promote the City of Grand Junction as a visitor destination. The Agency agrees to host and to maintain the City's website and to provide all hardware, software, telecommunications and other facilities and services associated with hosting and maintaining this website.

The Agency shall keep the server(s) up and running continually twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks a year.

Agency shall be responsible for the ongoing operation of the website, including maintenance and development of site enhancements. Included in these responsibilities are the following:

- (1) Hardware/software maintenance
- (2) Email marketing program database management
- (3) Development of new website features
- (4) Creation and management of site content, including original content
- (5) Monthly reporting on Internet usage
- (6) Account management.

The above list is not intended to be limiting or to delineate all the Agency's responsibilities.

The Agency agrees to provide, maintain and update as directed by the City all art production and information content on the City's website.

Agency agrees to provide the City access to every part of the City's website, including but not limited to the "back-end," for updating and maintaining content.

Agency shall perform all other services set forth in the 2013 Marketing Plan, and the Scope of Work described in Attachment 1.

Under the specific direction of the GJVCB director and/or specifically designated representative, the Agency shall identify target audiences for marketing campaigns and provide consultation and analysis for web site design and marketing research.

Agency shall collaborate, cooperate and coordinate with GJVCB's advertising contractor with respect to promotions, events and related services to optimize the advertising impact.

Agency shall provide analysis, recommend plans, negotiate agreements and perform other tasks necessary to support sponsorships, events or promotions for the GJVCB.

Agency shall maintain financial accounting records and documentation of contract expenditures in accordance with generally accepted accounting principles and other procedures as specified by the City.

Agency shall verify online media purchases as directed by GJVCB director or specifically designated representative.

Agency shall specify to GJVCB in advance any sub-contractors it intends to use for services under this Agreement and the functions each sub-contractor(s) will perform. Agency shall be responsible for the performance of all required services whether or not subcontractors are used. The Agency shall be the sole prime point of contact with regard to all matters under this Agreement.

Agency shall attend not less than six (6) GJVCB Board of Director ("Board") regular monthly meetings, as requested by the City; the Board's annual planning retreat; and bi-monthly team meetings with the GJVCB's advertising contractor.

Agency shall periodically provide GJVCB with analyses of website usage and recommend specific measures to increase website usage and database expansion.

6. Non-discrimination

The Agency shall comply with all applicable City, State and Federal laws, rules and regulations including but not limited to those involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

7. Assignment

The Agency is prohibited from assigning, transferring, conveying, subletting or otherwise alienating this Agreement or its rights or obligations thereunder or interest therein, or its power

to execute such Agreement, to any other person, company, corporation or entity without the previous written approval of the City.

8. Third Party Beneficiaries

This Agreement is for the benefit of the Agency and City and not for the benefit of any third party or person.

9. Legal Compliance

The Agency shall comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

10. Covenant Against Contingent Fees

The Agency warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Agency) to solicit or secure this contract and that it has not paid or agreed to pay any person or entity (other than a bona fide employee working solely for the Agency) any fee, commission, percentage, brokerage fee, gift or other consideration on a basis that is contingent upon the award of this contract. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price the full amount of such commission, percentage, brokerage or contingent fee.

11. Termination

The City may terminate this Agreement for convenience at any time, without penalty, upon thirty (30) days' written notice to the Agency. If the City terminates for convenience, the Agency shall be entitled to compensation only for binding commitments made in connection with the Agency's website marketing services under this Agreement.

The City reserves the right to immediately terminate this Agreement for cause. The following, without limitation, shall constitute cause for immediate termination by the City:

- a. If the Agency furnishes any statement, representation, warranty or certification in connection with the Request for Proposal or the resultant contract which is materially false, deceptive, incorrect or incomplete;
- b. If the Agency fails to perform to the City's satisfaction any material requirement of this Agreement or violates any specific contractual provision;
- c. If the City determines it is a substantial likelihood that the Agency will not be in a position to or be able to satisfactorily perform its obligations under this Agreement or reasonably anticipates a default by the Agency;
- d. If the Agency knowingly makes any false representation to third parties or in connection with its marketing services under this Agreement.

In the event of a termination for cause, the City shall reimburse the Agency for its actual costs or contract debts resulting from the Agency's scope of services up to the date of the termination, and the City reserves the right to reassign the contract to another agency or entity without re-bidding.

The parties expressly acknowledge and agree that this Agreement is subject to termination if the City enacts a statute, ordinance, law, rule or regulation which removes the City's or the GJVCB's authority or ability to engage in activities hereunder or if funds are not available from the lodging tax or otherwise appropriated for the services which are the subject of this Agreement.

In the event of termination, the Agency shall furnish, upon the City's request, copies of all materials related to its performance hereunder, whether finished or in preparation at the time of termination. Any materials for which the Agency is or has been reimbursed by the City shall become the property of the City. "Materials" hereunder shall include, without limitation, proposals, specifications, procedures, systems, photographs, copy, videos, recordings, and all contents of web sites or pages created here. Materials shall be furnished to the City in the form they were created, developed and/or used, whether electronic or in hard copy, without cost to the City, except for Agency time to download and prepare CDs at an agreed upon hourly rate, with total costs not to exceed \$2,500.00. Electronic materials shall be furnished in readable and writeable/usable electronic form.

12. Patents and Copyrights

The Agency shall indemnify and hold harmless the City from any and all claims that the method of advertising and communications for the City and/or the preparation thereof infringe upon rights under any existing, valid United States patent or any valid copyright and/or trademark currently registered as such under the laws of the United States.

13. Contract Amendments

This Agreement may not be modified, amended, extended or augmented except by a writing executed by the parties hereto with the same formality as this Agreement, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

14. Accounting Records

The Agency shall be required to maintain financial and accounting records and any and all documents pertaining to this Agreement, expenditures/receipts and performance hereunder. Such records shall be maintained by the Agency in accordance with generally accepted accounting principles and other procedures specified by the City. These records must be made available at all reasonable times to the City, and/or its designees, including but not limited to, the City Auditor and/or the Executive Director of the GJVCB, during the contract period and during any extension thereof and for three (3) years from the date of final payment under this Agreement or any extension thereof.

15. Other Services Not Covered

Should the Agency be called upon to perform any services not listed or described herein, and upon which it is not allowed a commission, both parties will negotiate in advance the service charge or fee to be charged.

16. Accuracy of Information

The City shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Agency for purposes of obtaining Agency's services under this Agreement, and shall indemnify and hold harmless the Agency from all claims, costs, loss or liability, including reasonable attorneys' fees, resulting from or alleged to result from inaccuracy, incompleteness, impropriety or falsity of such information, unless the damage or injury is due to the negligent or purposeful act or failure to act by the Agency.

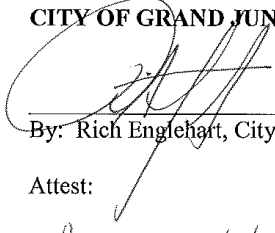
17. Ownership of Materials/Rights

All original advertising material or specific rights to material created or negotiated for by the Agency on behalf of the City, including but not limited to copy, photography, illustration, artists' layouts, design sketches or storyboards, shall be the property of the Agency until paid for by the City, and then shall become the property of the City.

18. Execution by Counterpart

This Agreement may be executed by separate counterpart and such counterparts when fully executed and taken together shall constitute a contract.

CITY OF GRAND JUNCTION


By: Rich Englehart, City Manager _____ Date 12/18/12



Attest:

Stephanie Tuin, City Clerk _____ Date 12/18/12

MILES MEDIA GROUP, LLLP


By: David Burgess
Chief Operating Officer _____ Date 12/07/2012