

30704245

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: MAINLINE #307, A NONPROFIT MUTUAL DITCH CORPORATION

SUBJECT/PROJECT: AUTHORIZING THE CITY AND ITS CONTRACTORS, OFFICERS, TO REMOVE A PORTION OF THE COMPANY'S EXISTING IRRIGATION FACILITIES AND INSTALL NEW IRRIGATION FACILITIES, GENERALLY WITHIN THE AREAS DEPICTED ON THE ATTACHED EXHIBIT "A", EXHIBIT "B" AND EXHIBIT "C". LOCATED AT 24 1/2 ROAD AND G ROAD, I.E. RELOCATION OF IRRIGATION DITCHES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2004

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

5 PAGE DOCUMENT  
WHEN RECORDED RETURN TO:  
City of Grand Junction  
Real Estate Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

2203257 BK 3700 PG 1-5  
07/21/2004 10:47 AM  
Janice Ward CLK&REC Mesa County, CO  
RecFee \$25.00 SurChg \$1.00

CITY OF GRAND JUNCTION DEPARTMENT OF PUBLIC WORKS & UTILITIES	Project No.: <b>SHO-M555-020</b> Project Code: <b>14407</b> Project Name: <b>24 ½ &amp; G Roundabout</b>
<b>OWNER CONSENT TO MODIFY PRIVATE IRRIGATION FACILITIES</b>	Owner: <b>Mainline #307, a nonprofit mutual ditch corporation.</b>

This Agreement is made and entered into by and between the City of Grand Junction, a Colorado home rule municipality, hereinafter referred to as "the City", and Mainline #307, a Colorado nonprofit mutual ditch corporation, hereinafter referred to as "the Company".

#### Recitals.

A. The City is implementing and constructing a transportation project at the intersection of 24½ Road and G Road in the City of Grand Junction, County of Mesa, State of Colorado ("the Project"). The Project will include the relocation and reconstruction of irrigation facilities owned and operated by the Company.

B. The City and the Company desire to enter into this Agreement whereby the City will be permitted to relocate and reconstruct a portion of the Company's facilities.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises hereinafter expressed, the City and the Company agree as follows:

1. The Company authorizes the City and its contractors, officers, agents and employees to, for all purposes reasonably related or required, remove a portion of the Company's existing irrigation facilities and install new irrigation facilities, generally within the areas depicted on **Exhibit "A"** attached hereto and incorporated herein by reference, said work being more particularly described as follows:

In proximity of the intersection, Mainline #307's ditch system consists of four ditches:

a. A concrete ditch flows from east to west along the north side of G Road to a divider box approximately 70 feet east of 24½ Road. From the divider box, the concrete ditch continues to the west, crossing under 24½ Road in an 18-inch diameter by 41-foot long corrugated metal pipe culvert, and then continues west in a concrete ditch, hereinafter referred to as "Ditch 1".

b. North of G Road there is an earthen ditch flowing to the south along the east side of 24½ Road that discharges into the concrete ditch at the northeast corner of the intersection, hereinafter referred to as "Ditch 2".

c. From the divider box on Ditch 1 there is also a 12-inch diameter by 103-foot long corrugated metal pipe to the southwest which crosses under G Road and over Leach Creek, discharging to a concrete ditch that flows to the south along the east side of 24½ Road, hereinafter referred to as "Ditch 3".

d. Near the beginning of Ditch 3 a lateral crosses 24½ Road in a 10-inch diameter by 50-foot long corrugated metal pipe and discharges to an earthen ditch that flows to the west, hereinafter referred to as "Ditch 4".

2. The reconfiguration of these ditches shall be as follows:

a. A new divider box will be installed on Ditch 1 approximately 145 feet east of 24½ Road. The invert of the divider box will match the elevation of the bottom of the ditch. A trash rack will be installed in the divider box and a concrete slab will be installed along the south side of the box to facilitate the removal of trash from the trash rack. Slots will be installed in the walls so

The slots will also accommodate weirs for the proportioning of flows to the two directions. The plan for the divider box is depicted on **Exhibit "B"** attached hereto and incorporated herein by reference.

b. Two 18-inch reinforced concrete pipes will come out of the new divider box. One will flow to the west, discharging into the existing concrete ditch (Ditch1) approximately 120 feet west of 24½ Road. The other will flow to the southwest across G Road and Leach Creek to a second divider box, depicted on **Exhibit "C"**. From the second divider box the main flow will continue south for approximately 52 feet in an 18-inch pipe to where it will discharge into the existing concrete ditch (Ditch 3). Also from the second box there will be a 12-inch pipe installed across 24 ½ Road to the existing earthen ditch (Ditch 4). The ditch on the east side of 24 ½ Road north of G Road (Ditch 2) will be piped from approximately 124 feet north of G Road to a manhole to be installed on the new 18-inch irrigation line along the north side of G Road.

3. The City agrees to pay all costs and expenses relating to the installation of the Company's new irrigation water facilities. The City's construction contractor will provide a one-year warranty for the work.

4. Upon completion of the installation of the new irrigation facilities, the City will be responsible for the maintenance and repair of those portions of the Company's irrigation facilities located under and across public roadways. Except for the one-year warranty as stated in paragraph 3 above, the City shall have no liability for damages or claims or any obligation to maintain or repair any portion of the Company's irrigation facilities which are not located under and across public roadways.

5. The City will use its best efforts to at all times keep irrigation water flowing through and available to the users of the Company's facilities. In the event it is necessary for the City to temporarily disrupt the flow of water, the City shall, except in the event of an emergency, provide notice to all such users no less than twenty-four (24) hours prior to such disruption. In all cases the City shall restore the flow of water as soon as possible. In the event the water is disrupted for an extended period that requires the Company's users to purchase water to augment the unavailability of the Company's water, the City shall compensate the users for the actual cost of purchasing such water.


6. The Company agrees, for itself and for its successors and assigns, that there is adequate consideration for this Agreement and each and every term and provision herein.


7. The City may, at the City's expense, record this Agreement in the office of the Mesa County Clerk and Recorder.

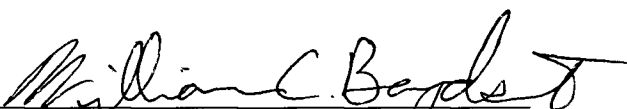
Given this 19<sup>th</sup> day of July, 2004.

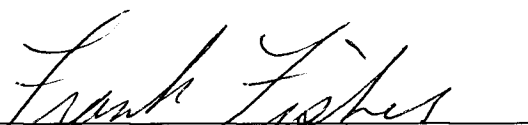
For Mainline #307,  
a Colorado nonprofit mutual ditch corporation

For the City of Grand Junction,  
a Colorado home rule municipality

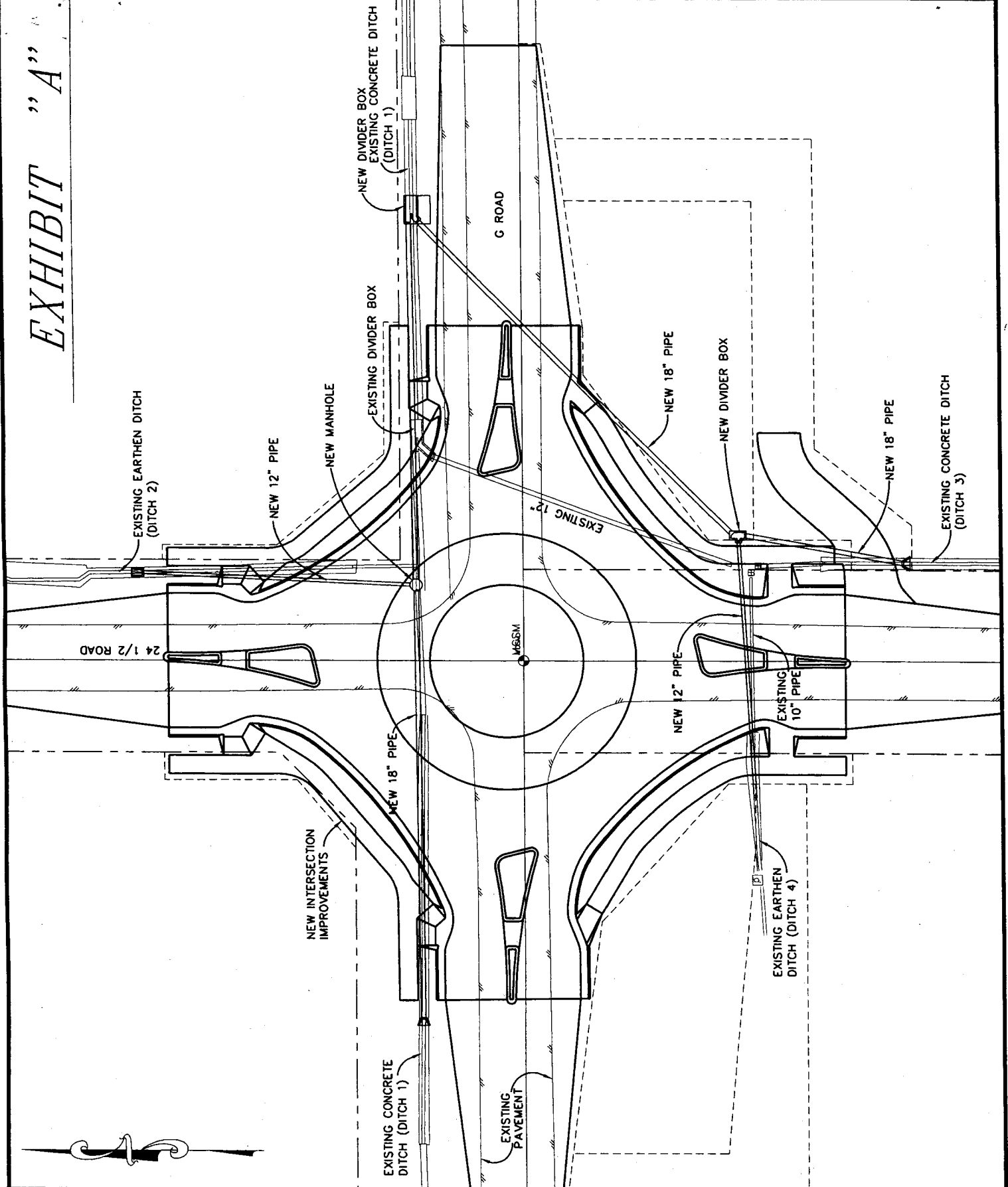
By:   
Tony Chamblee, President

By:   
Tim Woodmansee, Real Estate Manager

By:   
William Boydston, Vice-President

By:   
Frank Fisher, Ditch Rider

# EXHIBIT "A"

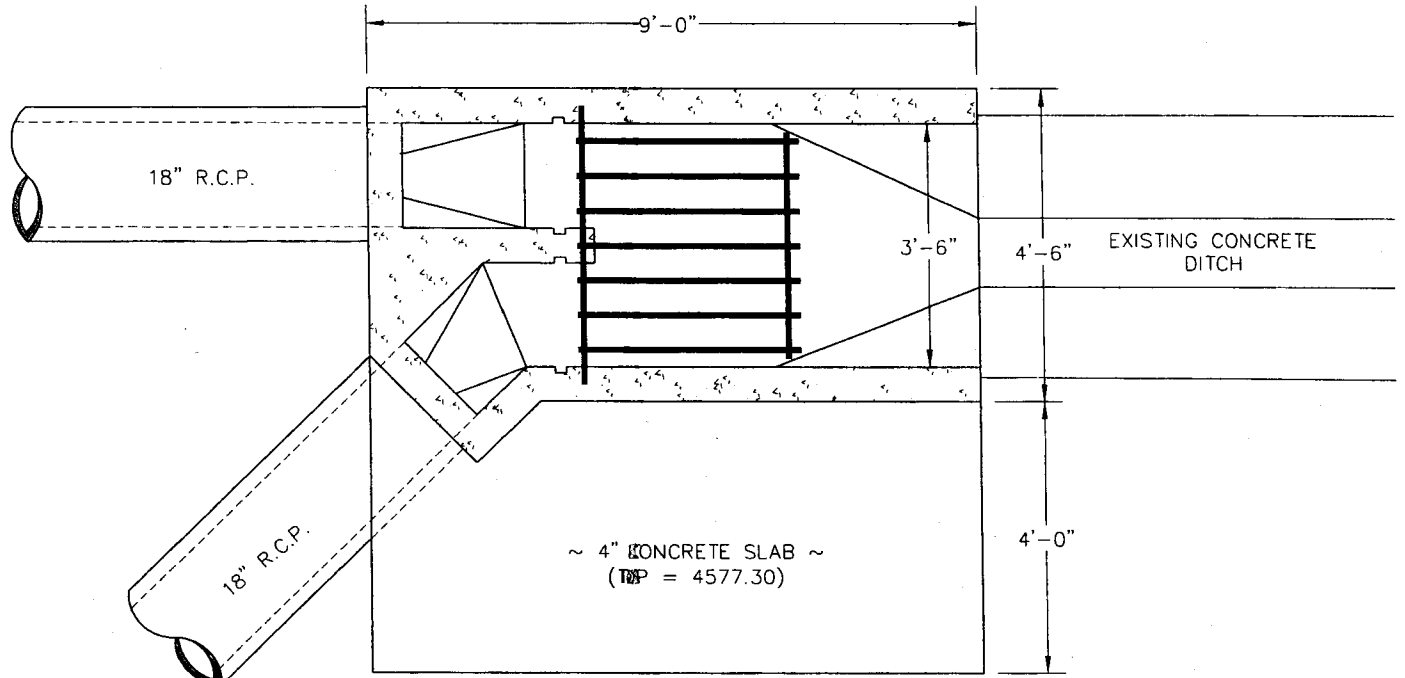


DRAWN BY: JAH  
 DATE: 7-8-2004  
 SCALE: N.T.S.  
 APPR. BY: TKH  
 FILE NO. IRR-EXHIBIT

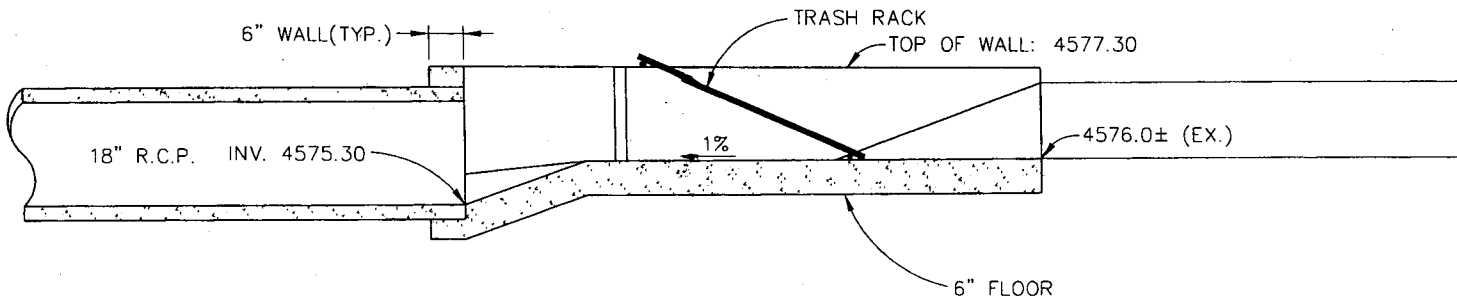
24 1/2 AND G ROAD  
 INTERSECTION IMPROVEMENTS  
 PROPOSED IRRIGATION IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION

# EXHIBIT "B"



PLAN VIEW



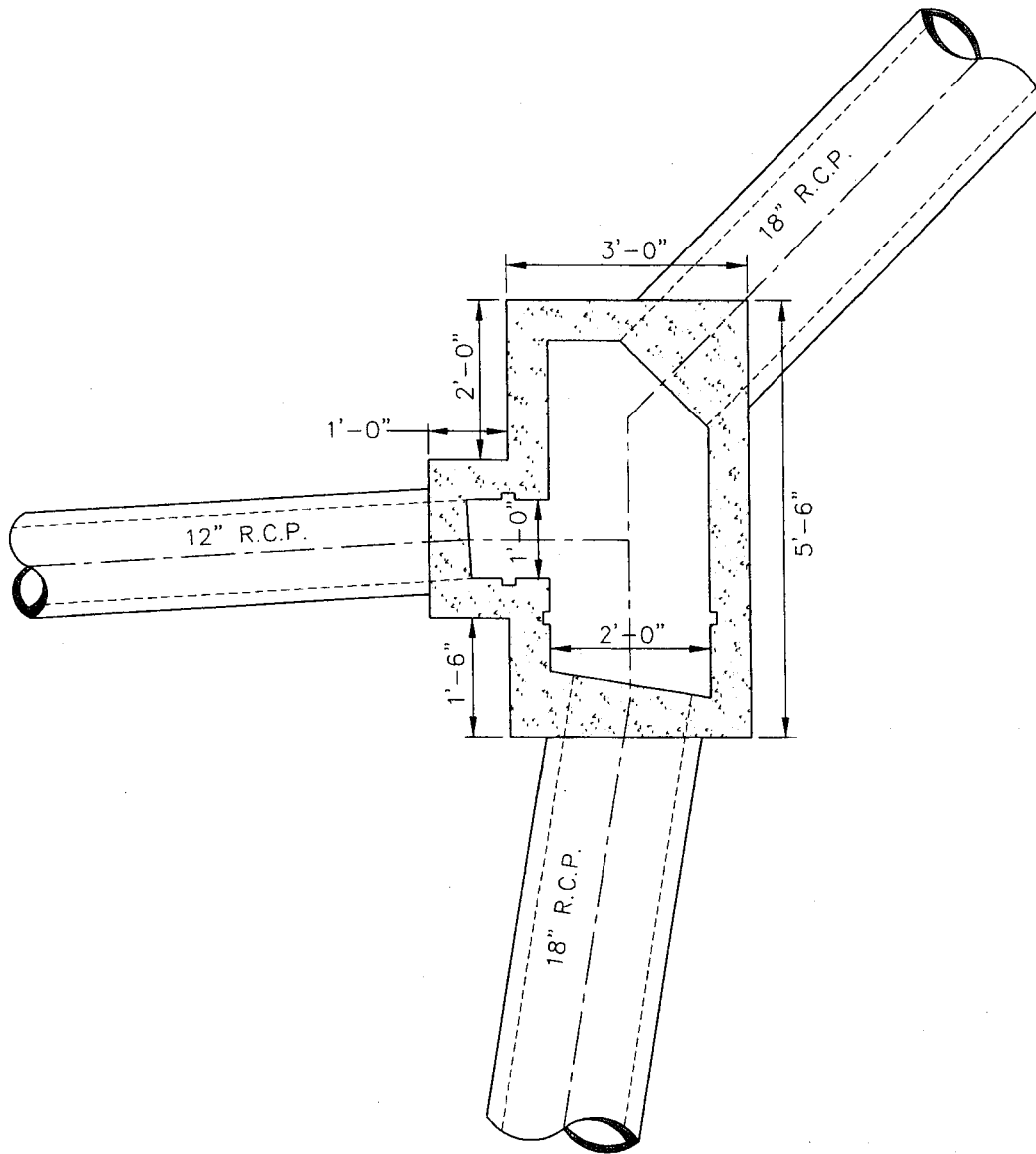
IRRIGATION BOX 1

DRAWN BY: JAH  
 DATE: 7-8-2004  
 SCALE: N.T.S.  
 APPR. BY: TKH  
 FILE NO. IRR-EXHIBIT

24 1/2 AND G ROAD  
 INTERSECTION IMPROVEMENTS  
 PROPOSED IRRIGATION IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY OF GRAND JUNCTION

EXHIBIT "C"



IRRIGATION BOX 2

DRAWN BY: JAH  
DATE: 7-8-2004  
SCALE: N.T.S.  
APPR. BY: TKH  
FILE NO. IRR-EXHIBIT

24 1/2 AND G ROAD  
INTERSECTION IMPROVMENTS  
PROPOSED IRRIGATION IMPROVEMENTS

DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY OF GRAND JUNCTION

**G. COMPLIANCE WITH FEDERAL LAWS REQUIRED.** The BUSINESS INCUBATOR CENTER understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

**H. TERMINATION.** The City shall have the right to terminate this Agreement if the BUSINESS INCUBATOR CENTER shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to the BUSINESS INCUBATOR CENTER by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, the BUSINESS INCUBATOR CENTER shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render the BUSINESS INCUBATOR CENTER incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against the BUSINESS INCUBATOR CENTER in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

**I. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** The BUSINESS INCUBATOR CENTER's performance hereunder shall be in material compliance with all applicable federal, state and local laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

**J. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in Mesa County Colorado. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees (including the value of in-house counsel) as may be fixed by the Court.

**K. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Colorado, and the BUSINESS INCUBATOR CENTER shall agree that the venue for any such action shall be Mesa County.

**L. CONTINUATION DURING DISPUTES.** The BUSINESS INCUBATOR CENTER agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by a Colorado court of competent jurisdiction.

**M. CITY REVIEW OF BUSINESS INCUBATOR CENTER RECORDS.** The BUSINESS INCUBATOR CENTER must keep all Agreement records separate and make them available for audit by the City upon request.

INCUBATOR CENTER's indemnification obligations would apply and shall give to the BUSINESS INCUBATOR CENTER a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection D shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud or willful or wanton misconduct of such indemnified party.

E. **INSURANCE.** The BUSINESS INCUBATOR CENTER shall procure and maintain for the duration of this Agreement, at the BUSINESS INCUBATOR CENTER's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by the BUSINESS INCUBATOR CENTER, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in Exhibit D attached hereto. The City acknowledges that it has received and reviewed evidence of the BUSINESS INCUBATOR CENTER's insurance coverage in effect as of the execution of this Agreement.

F. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the BUSINESS INCUBATOR CENTER agrees as follows:

1. The BUSINESS INCUBATOR CENTER will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. The BUSINESS INCUBATOR CENTER shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. BUSINESS INCUBATOR CENTER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The BUSINESS INCUBATOR CENTER will, in all solicitations or advertisements for employees and businesses placed by or on behalf of the BUSINESS INCUBATOR CENTER state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. The BUSINESS INCUBATOR CENTER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, the BUSINESS INCUBATOR CENTER shall provide the City with information and data concerning action taken and results obtained in regard to the BUSINESS INCUBATOR CENTER's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.



N. **NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: City Manager  
City of Grand Junction  
250 North 5<sup>th</sup> Street  
Grand Junction, Colorado 81501  
(970) 244-1503

With a copy to the City Attorney at the same address

If to **BUSINESS INCUBATOR CENTER:**

Executive Director  
Business Incubator Center  
2591 B½ Road  
Grand Junction, Colorado 81503  
(970) 243-5242

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

O. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to the BUSINESS INCUBATOR CENTER or any successor in interest in the event of any default or breach of this Agreement by the City or for any amount which may become due to the BUSINESS INCUBATOR CENTER or successor or on any obligation under the terms of this Agreement. No member, official or employee of the BUSINESS INCUBATOR CENTER will be personally liable to the City or for any amount which may become due to the BUSINESS INCUBATOR CENTER or successor in interest in the event of any default or breach of this Agreement by the BUSINESS INCUBATOR CENTER or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

P. **NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Q. **SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

R. **CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

S. NO THIRD PARTY BENEFICIARIES. No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.

T. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including eight pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the City and the BUSINESS INCUBATOR CENTER.

- Exhibit A – Action Plan
- Exhibit B – Budget
- Exhibit C - Performance Measures
- Exhibit D – Insurance Requirements

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the BUSINESS INCUBATOR CENTER, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this \_\_\_\_\_ day of July, 2009.



Attest:

By: Stephanie Tuin  
Stephanie Tuin, City Clerk

CITY OF GRAND JUNCTION

By: Laurie Kadrach  
Laurie Kadrach, City Manager

APPROVED AS TO FORM:

By: John P. Shaver  
John P. Shaver, City Attorney

BUSINESS INCUBATOR CENTER

By: Chris Reddin  
Chris Reddin, Executive Director

**EXHIBIT A**  
**BUSINESS INCUBATOR PROGRAM AND SMALL BUSINESS DEVELOPMENT**  
**CENTER**  
**GOALS & ACTION PLAN**  
**2009**



# THE BUSINESS INCUBATOR PROGRAM

## Goals & Action Plan

The Business Incubator Center serves a mission to accelerate the successful development of businesses from start-up, through the growth stages, and on. The Business Incubator Center has a highly successful and enduring model for serving client needs based on a collaborative effort of several programs: the Business Incubator Program, the Small Business Development Center, the Business Loan Fund, and the Enterprise Zone state tax incentive program.

Founded in 1987, Business Incubator Program is housed in a 60,000 sq.foot multi-use campus which includes office space, industrial and manufacturing facilities and a commercial kitchen. This supportive entrepreneurial community offers clients a wide array of support services and shared-use equipment. Today the Incubator Program enrolls 50 client companies. The program is managed by a team of two and a half staff, who work with clients informally on a daily basis and formally through a regular review process. The program has strict entrance and graduation policies that are held as keys to success of the program. With a program of management and administrative services, the staff helps guide these entrepreneurs through as much as five years of growth.

### **Goals:**

*The following broad-based goals provide high-level direction for the Business Incubator Program and all the programs within the organization. They are to be used generally for planning purposes, and to ensure that the program's plans and activities are connected to the mission of the organization.*

1. Be a force for healthy, diverse, sustainable Economic Development by serving as the center for entrepreneurship in Mesa County
2. Facilitate the start, growth and long-term success of businesses in the City of Grand Junction, Mesa County and the Western Colorado region
3. Enhance the relevancy, capability, and long-term health of the Business Incubator Center

**Action Plan 2009:**

*The following are specific and measurable steps by which to evaluate the program's success in implementation and to track its ability to generate value in our community.*

**1. Be a force for healthy, diverse, sustainable Economic Development by serving as the center for entrepreneurship in Mesa County.**

- 1.1. Maximize the value provided by the Incubator Program to entrepreneurs.
  - 1.1.1. By ensuring that all clients either have a business plan or are working towards that goal.
  - 1.1.2. By achieving 100% participation in the bi-annual review process.
- 1.2. Use social networking tools to enhance communication and access to resources amongst program clients in order to create a more connected community.
  - 1.2.1. By using Google Groups for a bi-monthly campus newsletter
  - 1.2.2. By using LinkedIn groups to share and discuss issues, articles and news
  - 1.2.3. By using video and YouTube to highlight specific businesses monthly
  - 1.2.4. By using video to respond to questions and issues posted to the website
- 1.3. Balance the mix of industries represented in the Incubator so as to best influence the long-term health and sustainability of the local economy.
  - 1.3.1. By accepting at least one new technology company and one new professional services company into the program in 2009.

**2. Facilitate the start, growth and long-term success of businesses in the City of Grand Junction, Mesa County and the Western Colorado region**

- 2.1. Accept 15 new clients into the Incubator Program in order to maximize business starts.
- 2.2. Support Incubator clients in generating \$10 Million in revenue for 2009.
- 2.3. Facilitate the creation of 100 jobs by Incubator clients in 2009.

**3. Enhance the relevancy, capability, and long-term health of the Business Incubator Center.**

- 1.1. Complete a business plan to assess the feasibility of expanding the reach of the Incubator Program services to existing second stage companies.
- 1.2. Manage the Incubator Program with fiscal responsibility by keeping expenses under budget.
- 1.3. Exceed budgeted occupancy rate of 85%.
- 1.4. Exceed budgeted Kitchen use of 3,000 hours.



# SMALL BUSINESS DEVELOPMENT CENTER

## Goals & Action Plan

The Business Incubator Center serves a mission to accelerate the successful development of businesses from start-up, through the growth stages, and on. The Business Incubator Center has a highly successful and enduring model for serving client needs based on a collaborative effort of several programs: the Business Incubator Program, the Small Business Development Center, the Business Loan Fund, and the Enterprise Zone state tax incentive program.

In 1977, the U.S. Small Business Administration funded a pilot program at eight universities across the country to participate in the “university business development center” program because the universities already had business assistance programs in place. In 1980, the Small Business Development Center Act established the national SBDC program and provided funding for it. Colorado instituted its SBDC program in 1988 and was funded by a matching grant from the SBA to the Colorado Community Colleges and Occupational Education System. In 1990, the Governor’s Office assumed responsibility for administering the program.

The Grand Junction SBDC is one of 11 SBDC’s in the Colorado SBDC network. The vision of the CSBDC Network is to foster the successful growth and development of Colorado small businesses that results in a positive economic impact. The Grand Junction SBDC provides free business counseling and low-cost training to companies throughout the region. In 2008, the SBDC conducted 37 training events and two 12-week Leading Edge business plan preparation courses, with over 811 participants. The Grand Junction SBDC provided 1,223 hours of assistance to 411 businesses and SBDC clients reported 168 jobs created and over \$8,239,772 in capital formation.

### Goals:

*The following broad-based goals provide high-level direction for the Grand Junction Small Business Development Center and all the programs within the organization. They are to be used generally for planning purposes, and to ensure that the program’s plans and activities are connected to the mission of the organization.*

1. Be a force for healthy, diverse, sustainable Economic Development by serving as the center for entrepreneurship in Mesa County
2. Facilitate the start, growth and long-term success of businesses in the City of Grand Junction, Mesa County and the Western Colorado region
3. Enhance the relevancy, capability, and long-term health of the Business Incubator Center

**Action Plan 2009:**

*The following are specific and measurable steps by which to evaluate the program's success in implementation and to track its ability to generate value in our community.*

- 1. Be a force for healthy, diverse, sustainable Economic Development by serving as the center for entrepreneurship in Mesa County.**
  - 1.1. Deliver exceptional counseling and education services through the Small Business Development Center
    - 1.1.1. By providing a minimum of 32 quality training workshops for start-up and existing businesses: by offering two startup classes a month, quarterly bookkeeping classes and quarterly tax workshops
    - 1.1.2. By assisting in the creation of a minimum of 30 complete business plans through the Leading Edge Program and SBDC counseling support.
  
- 2. Facilitate the start, growth and long-term success of businesses in the City of Grand Junction, Mesa County and the Western Colorado region**
  - 2.1. By supporting entrepreneurs through long-term counseling (5+ hours) to at least 60 clients.
  - 2.2. By assisting with 60 business starts.
  - 2.3. By facilitating capital formation of at least \$1 million generated by SBDC clients
  - 2.4. By achieving a target of at least 50 jobs created and 50 jobs retained by SBDC clients
  
- 3. Enhance the relevancy, capability, and long-term health of the Business Incubator Center.**
  - 3.1. By generating at least \$10,000 in program income
  - 3.2. By keeping SBDC program expenses within budget
  - 3.3. By balancing the mix of counseling expertise available through the SBDC to best support the long-term health and sustainability of the local economy.
  - 3.4. Create the SBDC Video Lab to help bridge the gap between the needs of small businesses to use video to support their product/service offering and the costs of the professional video production service. The shared-use Lab will bring an advanced technology to small business which would be otherwise cost prohibitive.

**EXHIBIT B**  
**GRAND JUNCTION BUSINESS INCUBATOR CENTER**  
**COMBINED OPERATING BUDGET**  
**2009**



	Revenue	Expense	Net Profit
Combined Operations	1,022,598	1,015,257	7,341
Incubator	347,958	402,569	-54,611
SBDC	186,526	176,394	10,132
<i>SBDC</i>	<i>155,830</i>	<i>145,702</i>	<i>10,128</i>
<i>Program Income</i>	<i>14,796</i>	<i>16,292</i>	<i>-1,496</i>
<i>Leading Edge</i>	<i>15,900</i>	<i>14,440</i>	<i>1,460</i>
Loan Fund	266,722	217,185	49,537
<i>RLF 1</i>	<i>203,053</i>	<i>115,263</i>	<i>87,790</i>
<i>CDBG</i>	<i>18,887</i>	<i>34,264</i>	<i>-15,377</i>
<i>EDA</i>	<i>44,782</i>	<i>67,657</i>	<i>-22,875</i>
Enterprise Zone	61,792	58,512	3,280
Property Mangement	69,600	79,498	-9,898
Special Projects	90,000	81,100	8,900
<b>Combined Operations</b>	<b>1,022,598</b>	<b>1,015,257</b>	<b>7,341</b>

PRELIMINARY BUDGET 2009

Western Colorado Business Development Corporation

COMBINED OPERATIONS

COMBINED OPERATIONS

	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>REVENUE:</b>													
<b>Operating Revenues -</b>													
Tenant Income	18,000	18,000	19,000	19,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	234,000
Kitchen Tenant Income	2,000	1,500	2,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,500	33,000
Services Income	975	975	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	13,950
Utility Reimbursement	592	592	592	592	592	592	592	592	592	592	592	592	7,104
Investment Income	277	277	277	277	277	277	277	277	277	277	277	277	3,324
Property Management	5,800	5,800	5,800	5,800	5,800	5,800	5,800	5,800	5,800	5,800	5,800	5,800	69,600
Revolved Fees Received	0	660	660	660	660	660	660	660	660	660	660	660	7,260
RLF IV Fees Received	50	363	363	363	363	363	363	363	363	363	363	363	4,043
Revolved Interest Received	16,965	19,012	19,282	18,867	18,302	18,117	17,635	16,802	16,076	15,374	15,080	14,625	206,137
RLF Investment Income	375	375	375	375	375	375	375	375	375	375	375	375	4,500
EDA Fees Received	0	417	417	417	417	417	417	417	417	417	417	417	4,587
EDA Interest Received	2,315	2,723	2,822	2,914	2,959	3,038	3,110	3,131	3,190	3,243	3,290	3,332	36,067
EDA Investment Income	344	344	344	344	344	344	344	344	344	344	344	344	4,128
Enterprise Zone County	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	28,992
Enterprise Zone Other	0	0	0	9,452	0	0	8,618	0	0	2,780	0	6,950	27,800
Other Income*	2,500	4,950	1,500	0	25,000	10,000	0	4,950	5,000	0	0	3,000	56,900
Program Income	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	1,233	14,796
<b>Total Operating Revenue</b>	<b>53,842</b>	<b>59,637</b>	<b>58,281</b>	<b>66,910</b>	<b>82,938</b>	<b>67,832</b>	<b>66,040</b>	<b>61,560</b>	<b>60,943</b>	<b>58,074</b>	<b>55,047</b>	<b>65,084</b>	<b>756,188</b>
<b>Grants &amp; Contributions -</b>													
<b>Public -</b>													
Grants - SBA*	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,087	85,000
Local Government *	0	4,250	53,600	22,780	0	0	0	0	0	22,780	0	0	103,410
Other	0	50,000	8,000	0	0	0	0	3,000	0	0	0	0	61,000
<b>Private -</b>													
Business & Banks *	0	0	2,500	7,000	7,500	0	0	0	0	0	0	0	17,000
<b>Total Grants &amp; Contributions</b>	<b>7,083</b>	<b>61,333</b>	<b>71,183</b>	<b>36,863</b>	<b>14,583</b>	<b>7,083</b>	<b>7,083</b>	<b>10,083</b>	<b>7,083</b>	<b>29,863</b>	<b>7,083</b>	<b>7,087</b>	<b>266,410</b>
<b>TOTAL REVENUES Total Revenues</b>	<b>60,925</b>	<b>120,970</b>	<b>129,464</b>	<b>103,773</b>	<b>97,521</b>	<b>74,915</b>	<b>73,123</b>	<b>71,643</b>	<b>68,026</b>	<b>87,937</b>	<b>62,130</b>	<b>72,171</b>	<b>1,022,598</b>
<b>PROGRAM EXPENSES:</b>													
<b>Personnel Costs (Direct) -</b>													
Salaries - Management	13,128	14,001	14,001	14,001	13,749	13,128	13,380	14,001	13,128	14,001	12,253	12,253	161,029
Salaries - Staff	7,831	8,102	8,102	8,102	8,102	7,831	7,831	8,102	7,831	8,102	7,831	7,831	95,595
Salaries - Consultant	353	353	353	353	353	353	353	353	353	353	353	353	4,239
Vacation	1,491	1,491	1,491	1,491	1,491	1,491	1,491	1,491	1,491	1,491	1,491	1,491	17,891
Holiday	1,144	0	0	0	252	1,144	1,144	0	1,144	0	2,290	2,290	9,408
Employer's FICA & Medicare	1,603	1,691	1,691	1,691	1,672	1,603	1,623	1,691	1,603	1,691	1,536	1,536	19,632
Retirement Fund	1,018	1,075	1,075	1,075	1,063	1,018	1,031	1,105	1,048	1,105	1,004	1,004	12,621
Health Insurance	2,443	2,443	2,443	2,443	2,443	2,443	2,443	2,443	2,443	2,443	2,443	2,443	29,321
Worker's Compensation	115	121	121	121	120	115	116	121	115	121	110	110	1,409
Colorado Unemployment	106	106	106	106	106	106	106	106	106	0	0	0	847
<b>Total Personnel Costs</b>	<b>29,233</b>	<b>29,384</b>	<b>29,384</b>	<b>29,384</b>	<b>29,351</b>	<b>29,233</b>	<b>29,518</b>	<b>29,414</b>	<b>29,157</b>	<b>29,308</b>	<b>29,313</b>	<b>29,313</b>	<b>351,993</b>
<b>Operating Costs -</b>													

Budget 2009 - 6/8/2009

PRELIMINARY BUDGET 2009

Advertising Expense	779	404	404	404	404	408	404	779	404	404	404	404	5,602
Conferences & Meetings	750	750	1,250	750	750	1,246	750	750	750	750	1,250	750	10,496
Consultants	465	465	2,065	2,065	2,065	465	465	465	2,065	2,065	2,065	465	15,180
Copier Expense	187	187	282	187	187	187	187	187	282	187	187	187	2,434
Education/Tuition	874	874	874	874	874	882	874	874	874	874	874	874	10,496
Legal & Accounting	480	480	480	480	480	476	480	1,680	480	480	480	480	6,956
Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0
Manufacturing Council	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Expense	54	54	55	54	3,083	3,029	54	2,033	2,034	54	104	54	10,662
Feasibility Study	23,700	23,700	23,700	0	0	0	0	0	0	0	0	0	71,100
Office Supplies	313	313	313	313	313	311	313	313	313	313	313	313	3,754
Other Professional Services	168	167	168	167	168	161	170	167	168	167	168	167	2,004
Postage	213	262	213	212	213	212	213	262	213	212	213	212	2,650
Publications & Dues	29	1,729	39	29	29	37	29	1,729	39	29	29	29	3,776
Printing	238	389	238	239	238	241	238	389	238	239	238	239	3,164
Telephone/fax	1,015	1,015	1,015	1,015	1,015	1,019	1,015	1,015	1,015	1,015	1,015	1,015	12,184
Travel Costs	488	488	638	488	488	632	488	488	3,138	488	488	488	8,800
Kitchen - Repair & Maintenance	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Filing & Credit Report Fees	133	136	136	136	136	130	136	136	136	136	136	133	1,620
Bank Charges	84	84	85	84	84	84	84	84	85	84	84	84	1,010
Marketing	60	60	60	60	60	60	60	60	60	60	60	60	720
<b>Total Operating Costs (Direct)</b>	<b>30,530</b>	<b>32,057</b>	<b>32,515</b>	<b>8,057</b>	<b>11,087</b>	<b>10,080</b>	<b>6,460</b>	<b>11,911</b>	<b>12,794</b>	<b>8,057</b>	<b>8,608</b>	<b>6,454</b>	<b>178,608</b>
<b>Building - Direct</b>													
Maintenance & Repair	2,780	2,780	2,780	2,780	2,780	2,780	2,780	2,780	2,780	2,780	2,780	2,780	33,359
Janitorial & Supplies	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	1,134	13,608
Maintenance Staff	628	628	628	628	628	628	628	628	628	628	628	628	7,541
Common Area Maintenance	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	7,230	86,760
Telephone Maintenance	390	390	390	390	390	390	390	390	390	390	390	390	4,678
Utilities	5,659	5,659	5,659	5,659	5,659	5,659	5,659	5,659	5,659	5,659	5,659	5,659	67,912
<b>Total Building - Direct</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>17,821</b>	<b>213,858</b>
<b>TOTAL DIRECT COSTS</b>	<b>77,584</b>	<b>79,263</b>	<b>79,720</b>	<b>55,263</b>	<b>58,259</b>	<b>57,135</b>	<b>53,800</b>	<b>59,147</b>	<b>59,772</b>	<b>55,187</b>	<b>55,742</b>	<b>53,588</b>	<b>744,458</b>
<b>SUPPORT SERVICES &amp; ALLOCATED COSTS:</b>													
<b>Personnel Costs - Support Services</b>													
Salaries - Staff	8,960	9,062	9,062	9,062	9,062	9,062	9,062	9,062	9,062	9,062	9,062	9,062	108,641
Salaries - Fund Raising/Mktng													
Vacaton	388	388	388	388	388	388	388	388	388	388	388	388	4,656
Holiday	433					433	433	433	433		865	865	3,461
Employer's FICA & Medicare	685	693	693	693	693	693	693	693	693	693	693	693	8,311
Retirement Fund	410	410	410	410	410	410	410	410	410	410	410	410	4,915
Health Insurance	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	1,149	13,783
Workman's Compensation	48	49	49	49	49	49	49	49	49	49	49	49	587
Colorado Unemployment Expense	147	147	147	147	147	147	147	147	0	0	0	0	1,172
<b>Total Personnel Costs</b>	<b>12,220</b>	<b>11,897</b>	<b>11,897</b>	<b>11,897</b>	<b>11,897</b>	<b>12,329</b>	<b>12,329</b>	<b>11,897</b>	<b>12,183</b>	<b>11,750</b>	<b>12,615</b>	<b>12,615</b>	<b>145,526</b>
<b>Operating Costs - Support Services</b>													
Advertising Expense	267	267	267	267	267	267	267	267	267	267	267	267	3,200
Commissary Costs	542	542	542	542	542	542	542	542	542	542	542	542	6,500
Conferences& Meetings	417	417	417	417	417	417	417	417	417	417	417	417	5,000

PRELIMINARY BUDGET 2009

Insurance	405	405	405	405	405	405	405	405	405	405	405	405	4,858
Copier Expense	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Legal & Accounting	25	25	25	25	25	25	25	25	25	25	25	25	300
Miscellaneous Expense	333	333	333	333	333	333	333	333	333	333	333	333	4,000
Office Supplies	433	433	433	433	433	433	433	433	433	433	433	433	5,200
Other Professional Services	375	375	375	375	375	375	375	375	375	375	375	375	4,500
Postage	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Publications & Dues	217	217	217	217	217	217	217	217	217	217	217	217	2,600
Printing	75	75	75	75	75	75	75	75	75	75	75	75	900
Telephone/Fax	808	808	808	808	808	808	808	808	808	808	808	808	9,700
Travel Costs	208	208	208	208	208	208	208	208	208	208	208	208	2,500
Depreciation	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
Marketing	159	159	159	159	159	159	159	159	159	159	159	159	1,910
<b>Total Operating Costs</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>9,464</b>	<b>113,568</b>
Other Overhead - Building													
Maintenance & Repair	243	243	243	243	243	243	243	243	243	243	243	243	2,913
Janitorial & Supplies	192	192	192	192	192	192	192	192	192	192	192	192	2,300
Maintenance staff	24	24	24	24	24	24	24	24	24	24	24	24	289
Common Area Maintenance	281	281	281	281	281	281	281	281	281	281	281	281	3,378
Telephone/Computer Maintenance	15	15	15	15	15	15	15	15	15	15	15	15	182
Utilities	220	220	220	220	220	220	220	220	220	220	220	220	2,644
<b>Total Building - Direct</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>975</b>	<b>11,705</b>
<b>TOTAL SUPPORT COSTS</b>	<b>22,659</b>	<b>22,336</b>	<b>22,336</b>	<b>22,336</b>	<b>22,336</b>	<b>22,769</b>	<b>22,769</b>	<b>22,336</b>	<b>22,622</b>	<b>22,190</b>	<b>23,055</b>	<b>23,055</b>	<b>270,799</b>
Software Purchases													0
<b>TOTAL COSTS</b>	<b>100,243</b>	<b>101,599</b>	<b>102,056</b>	<b>77,599</b>	<b>80,595</b>	<b>79,903</b>	<b>76,569</b>	<b>81,483</b>	<b>82,394</b>	<b>77,376</b>	<b>78,797</b>	<b>76,643</b>	<b>1,015,257</b>
<b>NET SURPLUS (DEFICIT)</b>	<b>-39,318</b>	<b>19,371</b>	<b>27,408</b>	<b>26,174</b>	<b>16,926</b>	<b>-4,988</b>	<b>-3,446</b>	<b>-9,840</b>	<b>-14,368</b>	<b>10,561</b>	<b>-16,667</b>	<b>-4,472</b>	<b>7,341</b>

STATEMENT OF CASHFLOW

NET SURPLUS (DEFICIT)	-39,318	19,371	27,408	26,174	16,926	-4,988	-3,446	-9,840	-14,368	10,561	-16,667	-4,472	7,341
DEPRECIATION	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	54,000
LOAN LOSS RESERVE	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>NET CASHFLOW</b>	<b>-34,818</b>	<b>23,871</b>	<b>31,908</b>	<b>30,674</b>	<b>21,426</b>	<b>-488</b>	<b>1,054</b>	<b>-5,340</b>	<b>-9,868</b>	<b>15,061</b>	<b>-12,167</b>	<b>28</b>	<b>61,341</b>

\* Indicates not secured

**EXHIBIT C**  
**GRAND JUNCTION BUSINESS INCUBATOR CENTER**  
**PERFORMANCE MEASURES**



# BUSINESS INCUBATOR CENTER

## Performance Measures

The Business Incubator Center serves a mission to accelerate the successful development of businesses from start-up, through the growth stages, and on. We measure our success by our ability to guide entrepreneurs through sound business decisions and thus create health, diversity, and a sustainable influence on economic growth in our region. Over the past 22 years we have supported the launch of more than 200 companies, thus creating nearly 9,000 jobs and generating more than \$137 million in revenue.

The Business Incubator Center is nationally recognized as a leader in entrepreneurial business support. Communities from around the world draw on our organizational model for financial sustainability and our focus on economic diversification as a best practice within the Incubation industry.

### **Performance Measures:**

*The following measures provide specific detailed measures of the success of the Business Incubator Center in achieving the mission of the organization. These measures generally remain consistent from year to year and do not vary with changes in annual action plans in order to provide a way to track the organizations growth and success over time.*

1. Number of jobs created and retained by client companies;
2. Revenues generated by client companies;
3. Dollar value of the capital invested in the community by the client companies;

**EXHIBIT D  
INSURANCE REQUIREMENTS**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 7/2/2009
PRODUCER (970)243-6600 FAX: (970)243-3914 Home Loan & Investment Company 205 North 4th Street P. O. Box 100 Grand Junction CO 81502-0100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>WESTERN COLO BUSINESS DEVELOPMENT</b> 2591 B 3/4 ROAD GRAND JUNCTION CO 81503	INSURERS AFFORDING COVERAGE INSURER A: <b>The Hartford Group</b> INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # <b>29424</b>

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	34SBAPF9107	1/14/2009	1/14/2010	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	34SBAPF9107	1/14/2009	1/14/2010	EACH OCCURRENCE \$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 1,000,000 \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>  City of Grand Junction c/o Mesa County Bldg. Dept. PO Box 20000 Grand Jct, CO 81502-5005	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE B Hamilton, CPCU, CIC
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.