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**CITY COUNCIL AGENDA
WEDNESDAY, DECEMBER 16, 2015
250 NORTH 5TH STREET
6:15 P.M. – ADMINISTRATION 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 – St. Germain Foundation – I am Sanctuary
R. Mario Calderone, Assistant Sponsor

[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.]

Presentation

Jamie Hamilton will present a check to City Council from JUCO

[Supplemental Document](#)

Proclamation

Proclaiming December 18, 2015 as “International Day of the Migrant” in the City of Grand Junction

[Attachment](#)

Citizen Comments

[Supplemental Document](#)

Council Comments

Revised December 17, 2015

*** Indicates Changed Item*

**** Indicates New Item*

® Requires Roll Call Vote

***** CONSENT CALENDAR *******1. Minutes of Previous Meetings [Attach 1](#)**

Action: Approve the Summaries of the November 18, 2015 and November 30, 2015 Workshops, the Minutes of the December 1, 2015 Special Meeting, and the Minutes of the December 2, 2015 Regular Meeting

2. Aggregate and Road Material for the Streets Division for 2016 [Attach 2](#)

This request is for the purchase of an estimated 6,600 tons of 3/8" aggregate for the City's Streets Division for 2016. This aggregate will be used as chips for the 2016 Chip Seal project.

Action: Authorize the Streets Division to Enter into a Contract with Whitewater Building Materials to Provide Aggregate and Road Materials for the Streets Division for an Estimated Amount of \$115,500

Staff presentation: Greg Lanning, Public Works Director
Jay Valentine, Internal Services Manager
Darren Starr, Streets and Solid Waste Manager

3. Software Enhancement of the Public Safety Records Management and Mobile System [Attach 3](#)

This request is to replace the current third party accident software purchased in 2010 with the integrated Tyler Public Safety Accident Module and recommended accident diagramming software, Scene PD. The Scene PD product is the software the officer uses to create the crash report. The officer will then submit the crash form electronically to the Tyler Public Safety Records Management System. Having the crash report submitted electronically from creation in the public safety system will allow for electronic reporting to the State Department of Motor Vehicles (DMV) instead of sending the report via the postal service mail.

Action: Authorize the Sole Source Procurement of a Replacement Accident Reporting System from Tyler Technologies (formerly New World Aegis) using CDOT Grant Funds and Software Credits from Tyler Technologies

Staff presentation: John Camper, Police Chief

4. **Contract for Next Gen Replacement Firewall** [Attach 4](#)

The Information Technology Division would like to enter into a contract with Sanity Solutions for the purchase of two High Availability configured, Dell SonicWALL SuperMassive 9400 Next Generation devices, professional installation services, and related support and maintenance agreements for an amount of \$73,765. The new system will replace the current first generation Juniper firewall system purchased in 2009 that has reached end of life with a new next generation system configured to meeting the growing cyber security threats the City now faces.

Action: Authorize the Purchasing Division to Enter into a Contract with Sanity Solutions for the Purchase of a Fully Redundant Next Gen Replacement Firewall System in the Amount of \$73,765

Staff presentation: Jim Finlayson, Information Technology Director
Jay Valentine, Internal Services Manager

5. **Mesa County Animal Services Agreement for 2016** [Attach 5](#)

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 2016 Agreement with Mesa County Pertaining to Animal Services

Staff presentation: John Shaver, City Attorney

6. **Outdoor Dining Lease for Gelato Junction Inc., dba Gelato Junction Inc., Located at 449 Main Street** [Attach 6](#)

Gelato Junction, Inc. is requesting an Outdoor Dining Lease for the area located at 449 Main Street. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their premise and operate from the public right of way. Gelato Junction, Inc. does not have a liquor license. This location previously had an outdoor dining lease under prior ownership.

Resolution No. 54-15—A Resolution Authorizing the Lease of Sidewalk Right-of-Way to Gelato Junction, Inc., Located at 449 Main Street

®Action: *Adopt Resolution No. 54-15*

Presentation: Allison Blevins, Downtown Grand Junction Business Improvement District Co-Director

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

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

7. **Rural Jump-Start Zone Participation** [Attach 7](#)
[Supplemental Document](#)

A request for resolutions affirming the offering of tax incentives for new businesses that qualify for the Rural Jump-Start Zone Program.

Resolution No. 55-15—A Resolution Authorizing Business Personal Property Tax Relief to Qualifying Rural Jump-Start Businesses Under Colorado Revised Statutes 39-30.5-106

Resolution No. 56-15—A Resolution Authorizing Real Property Tax Relief and Sales and Use Tax Relief to Qualifying Rural Jump-Start Businesses Under Colorado Revised Statutes 39-30.5-106

®Action: *Adopt Resolution Nos. 55-15 and 56-15*

Presentation: Kristi Pollard, Grand Junction Economic Partnership
Derek Wagner, Colorado Mesa University

8. **Fuel Services for City of Grand Junction Fleet Division for 2016** [Attach 8](#)

This request is for the purchase of fuel services from two separate local firms to provide bulk fuel deliveries, retail off-site fuel purchases, and retail Compressed Natural Gas (CNG).

Action: *Authorize the Purchasing Division to Enter into a Contract with Loco, Inc. of Grand Junction and Monument Clean Fuels of Grand Junction to Provide Fuel Services for the Fleet Division for an Estimated Amount of \$1,270,205*

Staff presentation: Jay Valentine, Internal Services Manager

9. **Non-Scheduled Citizens & Visitors**
10. **Other Business**
11. **Adjournment**



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, *the City of Grand Junction is home to many immigrants from all over the world; and*

WHEREAS, *the City of Grand Junction honors the dignity of all city residents, regardless of nationality, and recognizes the importance of their many contributions to the social, religious, cultural, and economic life of the City; and*

WHEREAS, *the City of Grand Junction is concerned that immigration reform legislation be just, fair, and comprehensive; and*

WHEREAS, *the City of Grand Junction supports the Constitution of the United States and the Bill of Rights; and*

WHEREAS, *the United States, because of the Constitution is a beacon of hope for people all over the globe seeking a better life and peaceful future; and*

WHEREAS, *December 18th is recognized by the United Nations as the "International Day of the Migrant", and is a day for our Country to look closely at our immigration policies and practices.*

NOW, THEREFORE, I, Phyllis Norris, by the power vested in me as Mayor of the City of Grand Junction do hereby proclaim December 18, 2015 as

"International Day of the Migrant"

in the City of Grand Junction and encourage fair, just, and comprehensive immigration reform in order to provide principled solutions to our nation's immigration situation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 16th day of December 2015.

Mayor



GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 18, 2015 – Noticed Agenda Attached

Meeting Convened: 5:30 p.m. in the City Hall Auditorium

Meeting Adjourned: 6:42 p.m.

City Council Members present: All, Barbara Traylor Smith arrived at 5:35 p.m.

Staff present: Moore, Shaver, Bowman, Camper, Romero, Ranguet, and Kemp

Also: Jennifer Stoll, Scott Mercier, John Hopkins, Vara Kusal, Ed Chamberlain

Council President Norris opened the meeting and noted no public comment would be taken. She then deferred to Councilmember Taggart.

Agenda Topic 1. USA Pro Cycling Challenge

Councilmember Taggart said Medalist Sports, LLC who promotes and manages the USA Pro Cycling Challenge asked Grand Junction to host the 6th annual Start/First Stage of this race. He reviewed the Executive Summary handout emphasizing the anticipated media coverage. He felt this event fit in with Council's goal for increased Economic Development due to the national and international media exposure. The Local Organizing Committee (LOC) is asking the City to submit a letter of interest to Medalist Sports, LLC (MS) and contribute \$150,000 toward the event; he believes the advertising value to the City will be worth much more.

Ms. Stoll explained the City's \$150,000 contribution could be a combination of cash and in-kind contributions and could be offset by other community sponsorship and/or contributions.

Councilmember Traylor Smith asked which partners are interested in supporting the event. Mr. Hopkins and Councilmember Taggart said the businesses which are part of the LOC along with the Visitor and Convention Bureau and Grand Junction Economic Partnership; the LOC was hoping to confirm the City's support before approaching more businesses because they felt until the Tour is awarded, the LOC can't ask for help. Councilmember Taggart said there is also a sponsorship constraint, in that if the Tour has a sponsor for a product, the host city cannot ask for sponsorship from a company that sells the same type of product (e.g. vehicle, fast food); it is not yet known how many exclusive product categories there will be. Concern was expressed that the Tour does not have a title sponsor yet; if one is not garnered, the Tour will not be held. Mr. Mercier said if that happened, the City would not be out anything.

Ms. Stoll explained the Sports Commission would be the backbone of the event even though other committees would be responsible for specific aspects of the Tour including the numerous volunteers that would be required. Interim City Manager (ICM) Moore also named some of the City services that would be required for this type of event.

There was discussion on the following: how many volunteers would be needed (dependent on a variety of factors including the course route), will the Tour be dependent on the use of the Colorado National Monument (no), will the Tour be held at a good time of year for the area (during peak season, a week

before Peach Fest), what type of media coverage is typical (national and international (Sky and Eurosport) television and cable), who would the City contract with (the LOC), why aren't past Western Slope host communities hosting again (they were not approached by MS, but many said they would host again), and has the County committed to financial support (meetings have been scheduled, but not held).

Mr. Mercier spoke to the prospective business and exposure opportunities of holding a stage of the Tour. He also noted there are Front Range interests working to help the City succeed with this; if the City says no, there could be a political cost. He appealed to Council saying he felt this is the right time and the right opportunity.

Councilmember Taggart explained that although the television coverage is not yet contracted, MS knows this is the most important component for sponsorship. Concerns were expressed the Tour would only have non-prime time cable coverage. Councilmember Taggart said specifics of the media coverage should be addressed in a contract.

Specific points were discussed on how the LOC would make the Tour a more successful event for Grand Junction than the City of Durango was able to do: make and follow up on Economic Development contacts, use hotels (not a school), ensure Stage 1 would both start and finish in the valley, and not have the City guarantee to make up sponsorship shortfalls.

Councilmember Taggart asked the City to give the LOC the authority to send a letter of interest to MS which would include the City's support of \$150,000.

Discussion ensued regarding what the cost to the City would be both for cash and in-kind services since the budget was so tight and which municipalities would be involved; Downtown events typically cost \$10,000 a day.

Many on City Council said they would like to see the LOC get pledges from the community to show how much local support the event has. Mr. Hopkins expressed concern the LOC does not have enough time to raise that amount of support from the community. He then reiterated what a good opportunity it is to be able to host Stage 1 and how, after four years in Colorado; the Tour is better able to identify host communities that will be a big draw for spectators and provide good visuals for the media coverage.

Council decided not to move forward at this time and agreed they would like to see how much community support there is. Councilmember Chazen also asked for firm commitments regarding sponsorships and media coverage.

With no further business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
WEDNESDAY, NOVEMBER 18, 2015**

**WORKSHOP, 5:30 P.M.
CITY HALL AUDITORIUM
1ST FLOOR, CITY HALL
250 N. 5TH STREET**

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

1. **USA Pro Cycling Tour**

[Supplemental Documents](#)

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
November 30, 2015 – Noticed Agenda Attached

Meeting Convened: 5:07 p.m. in the City Hall Auditorium

Meeting Adjourned: 6:44 p.m.

City Council Members present: All except Duncan McArthur

Staff present: Moore, Shaver, Romero, Watkins, Schoeber, Camper, Rainguet, Kovalik, Bowman, and Tuin

Also: Jen Stoll, Scott Mercier, and many supporters for the USA Pro Challenge

Council President Norris opened the meeting and introduced Greater Grand Junction Sports Commission (GGJSC) Executive Director Jen Stoll. Ms. Stoll thanked Council for the opportunity to bring this item back for their consideration. Ms. Stoll then introduced Scott Mercier from the Local Organizing Committee (LOC).

Agenda Topic 1. USA Pro Cycling Challenge

Mr. Mercier expressed his appreciation to the community for their outpouring of support and thanked Council. He reviewed current event information: the LOC has received \$98,600 in cash pledges from individuals and businesses (all business sectors are represented), the event ownership remains in transition, there is no title sponsor yet, and television contracts negotiations have begun. Mr. Mercier then said a commitment from the City of \$50,000 in cash and up to \$35,000 worth of in-kind contributions (provision of public safety and public works services and equipment, the use of Two Rivers Convention Center, and parking facilities) are needed to show its support and leadership. He noted there will be direct economic benefits and this money should be recouped. He then listed some anticipated Economic Development (ED) benefits and mentioned if the Tour is held, Community Hospital will move the Tour of the Valley bicycle ride to the same weekend which could enhance the economic impact.

It was noted the estimated cost of the Tour increased from \$300,000 to \$400,000, but the amount requested from the City went down due to the large amount of community support. In-kind contributions for JUCO (Junior College World Series) were compared to what is being asked for the Tour. It was explained how the events differ and that the County, City of Fruita, and Town of Palisade have committed to in-kind contributions. Any shortfalls would be negotiated between the GGJSC and Medalist Sports, LLC.

Concerns expressed by Council were: what benefits will be reaped (tourism exposure), will there be prime time television coverage (all of Stage 1 would be advertising for the Valley), have host communities experienced any business expansion from the Tour (this has not been a goal, but outdoor manufacturing is a primary target for Grand Junction Economic Partnership (GJEP)), how will ED success be measured (unknown, but it will provide opportunities), and where will the money come from (ED or Contingency Fund).

Councilmembers Kennedy, Taggart, and Traylor Smith expressed their desire to support the Tour based, in part, on the message of support sent by the community through pledges and conversations.

It was decided to bring this request forward at the December 2nd regular Council meeting.

Agenda Topic 2. Other Business

HomewardBound of the Grand Valley, Inc. (HB) Request

Councilmembers individually reviewed the letter requesting \$45,000 from HB Vice Chairman of the Board William Wade to help with HB's 2016 Operating Budget. This request was referred to Council from the Homeless and Vagrancy Committee. Councilmember Chazen provided background on how the City has supported HB financially and explained how this request is different. Discussion ensued.

It was decided to invite Mr. Wade to a Council Workshop to provide a more detailed presentation.

City Council Assignment to Colorado Water Congress (CWC)

Councilmember Duncan McArthur expressed interest in this assignment; retired Councilmember Sam Susuras was previously the Council representative and continues to serve on their Board representing local government from the Western Slope as a citizen.

A resolution assigning Councilmember McArthur to the CWC will be prepared for the December 2nd regular Council meeting.

Sidewalk CPR (Cardio Pulmonary Resuscitation)

Grand Junction Fire Chief Ken Watkins explained how CPR has evolved and how the Fire Department has worked to educate and teach the new techniques to the public. Chief Watkins asked Council if they would be willing to host the Kick-Off for Sidewalk CPR at a Council meeting.

The Kick-Off will be scheduled at the beginning of a Council Workshop.

Economic Development (ED) Branding Meeting

Interim City Manager Moore talked about the meeting he and Councilmember Taggart attended and said no decision was made. North Star Destination Strategies suggested "Grand Junction Region" to keep it simple, but the ED Partners unanimously preferred "Colorado's Grand Valley".

This discussion will be continued at the December 3rd Joint Economic Development Partners meeting.

Agenda Topic 3. Board Reports

Downtown Development Authority (DDA)

Councilmember Chazen said performance issues for DDA Executive Director John Schmeiger were discussed at a recent open meeting. The Board decided with a 6 to 1 vote to terminate Mr. Schmeiger's employment and look for another Director.

Councilmember Chazen then reviewed the status of the White Hall property and said a rendering was chosen that had retail on the first floor and residential on the upper floors. Concern was expressed regarding this model; Councilmember Chazen said the DDA did not require this mixed use concept; any issues regarding this would be the developer's responsibility.

Grand Junction Economic Development

Councilmember Traylor Smith listed GJEP's three focus areas of focus for development: outdoor manufacturing, agritourism, and data and technology.

Grand Junction Housing Authority

Councilmember Traylor Smith reported they have obtained property for another senior housing project.

Parks Improvement Authority Board (PIAB)

Councilmember Traylor Smith said they agreed to build additional storage for Mesa County Valley School District 51's track equipment. She mentioned PIAB had done a project study in 2008 and most of the items have been completed. PIAB will also look into the feasibility of a golf management company.

Grand Junction Regional Airport Authority Board

There have been no recent meetings.

Business Incubator Center Board

Councilmember Boeschstein said the facility is having issues with their drinking water. ICM Moore said he would have someone look into that.

Colorado Riverfront Commission Board

Councilmember Boeschstein said they are excited about Las Colonias Park and have been working with Google to create a virtual bike ride of the Riverfront Trail for Google Maps.

Avalon Theatre Foundation

Councilmember Boeschstein said they are looking for more board members and would appreciate suggestions.

Mesa Land Trust

There was nothing to report.

With no further business, the meeting was adjourned.

**GRAND JUNCTION CITY COUNCIL
MONDAY, NOVEMBER 30, 2015**

**WORKSHOP, 5:00 P.M.
CITY HALL AUDITORIUM
250 N. 5TH STREET**

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

- 1. USA Pro Cycling Challenge**
- 2. Other Business**
- 3. Board Reports**

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

DECEMBER 1, 2015

The City Council of the City of Grand Junction, Colorado met in Special Session on Tuesday, December 1, 2015 at 8:00 a.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 N. 5th Street. Those present were Councilmembers Bennett Boeschenstein, Marty Chazen, Chris Kennedy, Duncan McArthur, Rick Taggart, and President of the Council Phyllis Norris. Absent was Barbara Traylor Smith. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, Human Resources Director Claudia Hazelhurst, Police Chief John Camper and Public Works Director Greg Lanning.

Councilmember Chazen moved to go into Executive Session for the Purposes of Consideration of Documents Protected by the Mandatory Nondisclosure Provisions of the Colorado Open Records Act, Part 2, Article 72, Title 24 [Such Records are Subject to Non Disclosure Under 24-72-204(3) (A)XI] as Provided by C.R.S. Section 24-6-402(4)(G) of the Open Meetings Law stating they will not return to open session. Councilmember Kennedy seconded the motion. Motion carried.

The City Council convened into executive session at 8:09 a.m.

Stephanie Tuin, MMC
City Clerk

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

December 2, 2015

The City Council of the City of Grand Junction convened into regular session on the 2nd day of December, 2015 at 7:00 p.m. Those present were Councilmembers Bennett Boeschstein, Martin Chazen, Chris Kennedy, Duncan McArthur, Barbara Traylor Smith, Rick Taggart, and Council President Phyllis Norris. Also present were Interim City Manager Tim Moore, City Attorney John Shaver, and Deputy City Clerk Juanita Peterson.

Council President Norris called the meeting to order. Boy Scout Troop 363 led the Pledge of Allegiance, followed by a moment of silence.

Presentation

Clay Tufly, Chairman, and Trooper Barry Bratt from the Grand Junction Air Show Board, presented a picture of the Thunderbirds to the City Council for their appreciation of Council's support of this year's Air Show. Mr. Tufly said the show was very successful.

Citizens Comments

Richard Swingle, 443 Mediterranean Way, addressed the City Council on Broadband. He reviewed the override the City recently did of SB 05-152. Broadband has now been defined as at least 25Mbps download speed and 3Mbps upload speed. Only Charter provides broadband in the City. Broadband is a term. He reviewed the history of wire and coax. He reviewed other communities (Longmont, Meeker, Montrose, and Rangely) and their lack of being able to provide broadband. He suggested four steps the City should take. He referred to some business models that the City could utilize to build up broadband and he believes that should be the City's next step.

Council Comments

Councilmember Taggart stated it was a relatively quiet couple of weeks. He described the turkey dinners prepared by Sodexo and the Colorado Mesa University (CMU) volleyball team; they all were delivered on Thanksgiving.

Councilmember Traylor Smith would like to remind citizens that the lanes on Horizon Drive have changed again, and how traffic is congested there. She reminded them to be safe and to frequent the businesses as they are open.

Councilmember Kennedy had no comments.

Councilmember McArthur had no comments.

Councilmember Boeschstein said he attended the Museum of Western Colorado Board meeting, viewed the videos on the City Manager (CM) recruitment, attended the Homeless and Vagrancy Committee meeting, attended the regional transportation (RTPO) meeting, and the Avalon Board meeting.

Councilmember Chazen said he attended the Vagrancy Committee meeting and is looking forward to the results of the study of the scope of work for the homeless needs assessment.

Council President Norris attended the Vagrancy Committee meeting and numerous meetings on the City Manager recruitment.

Consent Agenda

Councilmember Kennedy read the Consent Calendar items #1 through #7 and then moved to adopt the Consent Calendar. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

1. **Minutes of Previous Meetings**

Action: Approve the Summaries of the October 26, 2015, November 4, 2015, and November 9, 2015 Workshops, and the Minutes of the November 18, 2015 Regular Meeting

2. **Property Tax Resolutions for Levy Year 2015**

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. 49-15—A Resolution Levying Taxes for the Year 2015 in the City of Grand Junction, Colorado

Resolution No. 50-15—A Resolution Levying Taxes for the Year 2015 in the Downtown Development Authority

Action: Adopt Resolution Nos. 49-15 and 50-15

3. **Street Name Change—F 1/8 Road to Flat Top Lane between 24 1/2 Road and Devils Thumb Drive**

A request to change the name of F 1/8 Road to Flat Top Lane between 24 1/2 Road and Devils Thumb Drive to alleviate confusion in locating the street.

Resolution No. 51-15-A Resolution Renaming F 1/8 Road between 24 1/2 Road and Devils Thumb Drive to Flat Top Lane

Action: Adopt Resolution No. 51-15

4. **Purchase Two Tandem Compressed Natural Gas (CNG)10-yard Dump Body and Snow Removal Equipment**

These tandem axle 10 yard dump trucks with snow removal equipment are a part of the resources needed to provide ongoing maintenance in the Streets and Storm Water divisions. This equipment will be used for digging, trenching, patching, placing pipe, snow removal, and other departmental functions. This equipment is a scheduled replacement for the Department and has gone through the equipment replacement committee. The additional cost for the CNG engines will be covered through grant funding.

Action: Authorize the City Purchasing Division to Purchase Two Tandem CNG 10-yard Dump Body and Snow Removal Equipment from Transwest and OJ Watson in the Amount of \$424,963

5. **Prohibition of Parking along Main Street during Parade of Lights**

The Downtown Grand Junction Business Improvement District (DGJBID) is requesting the prohibition of parking along Main Street during the 2015 Parade of Lights and the authorization for towing vehicles violating the prohibition. City Staff recommends approval of the prohibition of parking on Main Street and towing during the Parade of Lights.

Action: Prohibit Parking along Main Street from 3rd to 7th Streets during the Annual Parade of Lights December 5, 2015 and Authorize the Towing of Vehicles

6. **CDBG Subrecipient Contracts with STRiVE and HomewardBound of the Grand Valley for Previously Allocated Funds within the 2015 Community Development Block Grant (CDBG) Program Year**

The Subrecipient Contract formalizes the City's award of a total of \$60,003 to STRiVE and HomewardBound of the Grand Valley allocated from the City's 2015

CDBG Program as previously approved by Council. The grant funds will be used for human services and facility and housing improvements.

Action: Authorize the Interim City Manager to Sign the Subrecipient Contracts with STRiVE and HomewardBound of the Grand Valley for Total Grant Funds of \$60,003 of the City's 2015 Program Year Funds

7. **Confirm Appointment of Councilmember Duncan McArthur as the City's Representative on the Colorado Water Congress**

The City is a member of the Colorado Water Congress, an organization formed to provide leadership on key water resource issues. Representatives reflect the diverse geographic and professional interests of the water community. Each Director represents one of the geographic, municipal and business, and professional interest categories defined by their membership. Each director shall serve for a two-year term.

Resolution No. 52-15-A Resolution Confirming the Appointment of Councilmember Duncan McArthur as the City's Representative on the Colorado Water Congress

Action: Adopt Resolution No. 52-15

ITEMS UNDER INDIVIDUAL CONSIDERATION

2016 USA Pro Cycling Funding

The 2016 USA Pro Challenge Local Organizing Committee is requesting City Council's consideration of a \$50,000 cash investment and up to \$35,000 of in-kind support. Staff recommends funding the cash amount from the 2016 Economic Development Contingency which has a current balance of \$171,892.

Tim Moore, Interim City Manager, introduced this item as a follow up from the workshop on November 30th and provided the following: background on the event, a report on the community support and investment, the information that ownership of the race has been transferred to a new group, but that a title sponsorship has yet to be secured, nor has the television contract has yet to be finalized, the market content of what shows on the vignette's as the race goes through the valley, and, lastly, information on entering into an agreement with Grand Junction Sports Commission for this race. The current request to City Council is \$50,000 cash and up to \$35,000 of in-kind services. Staff would recommend it come from the Economic Development contingency fund which has a balance of \$171,892.

Councilmember McArthur apologized for missing the meeting on Monday but wanted to know if Council has ever seen an itemization of the costs since they did increase. Interim City Manager (ICM) Moore said he has not seen anything to date but it was stated these are their current estimated costs.

Councilmember Taggart explained that the costs really didn't go up, it was a situation where the Sports Commission did detail out those numbers and they are available, but when it was reviewed with the organizing group (Medalist Sports) they thought Ms. Jen Stoll (Sports Commission Director) was being conservative with the numbers so they increased the estimates to start negotiations with Medalist Sports. He explained where the dollars are going; there are two components that are very expensive-the 1800+ rooms and the meal structure. These are hard costs to be spent by the local organizing committee.

Councilmember McArthur asked if the funds that are raised would go to a profit for anyone since this is a commercial venture. Councilmember Taggart said it doesn't go to someone's profit, but to the hard costs, and the funds stay in the community.

Councilmember Boeschstein thanked everyone for bringing it forward and Colorado Mesa University (CMU) for contributing the dorm rooms; there has been a lot of positive publicity for Grand Junction. He asked if the costs would fall back on the City if they don't get a national sponsor.

City Attorney Shaver said the activity as proposed does not contemplate a contract with the City. The other funding challenges, if there is not a sponsor, are not being addressed at this time, only the consideration before Council.

Councilmember Chazen asked about the item on the agenda, if it is a typo stating the 2016 Economic Development expenditure. ICM Moore said that is not a typo and it will be part of the appropriation for 2016 that Council will consider approving later in the meeting.

Councilmember Kennedy echoed what Councilmember Boeschstein stated and he appreciates the community's fast fundraising support for this event, from every industry that is represented noting this shows the diversity in the Grand Valley.

Councilmember Traylor Smith is also concerned about increase in costs. The Council has asked people to vote with their dollars, and they have, and this is a great example of how it should happen from here forward. It was commented that the in-kind support doesn't show support from the City and she explained projects that have been delayed for support of this project. She congratulated everyone that has been involved.

Councilmember Taggart said he has tried to thank everyone in individual emails but there were about 200 emails. He wanted to clarify that the contract is not open ended

but there are items that are not yet finalized. The contract will be between the Greater Grand Junction Sports Commission and Medalist Sports which protects the City from liability. Councilmember Taggart said he would like to have input from the Department Heads on the estimated costs of the in-kind services from the City.

Councilmember McArthur said he reached out to Durango and asked, after they hosted this event in 2012 if they would not host again. They responded not anytime soon. Councilmember McArthur said he would change the request to say up to \$50,000.

Councilmember Chazen read the following statement: *"Thank you Madam Mayor: We are here this evening to determine if the City of Grand Junction will become a financial supporter of the USA Pro Challenge bicycle race. The Local Organizing Committee (LOC) is asking for an \$85,000 commitment from the City \$50,000 in cash and an estimate of \$35,000 of in-kind support. Before getting into this, I want to thank Scott Mercier, the LOC and Jennifer Stoll of the Sports Commission for their work on this project. Scott, the time you spent patiently bringing me up to speed is genuinely appreciated. In addition, I offer kudos to those individuals and businesses who stepped forward with to date pledges totaling close to \$100,000. You should be proud of your commitment and civic engagement. And to those who shared their views on this issue, thank you for your thoughts. The vast majority were insightful and sincere. Aside from the level of support the LOC is seeking, this current proposal has changed little since the original presentation. And after much discussion and reflection, I still have deep reservations. Basic issues of event ownership, sponsorship and television coverage are still not resolved and I hesitate to commit public resources before these so called details' are worked out. A key question left unanswered is the residual benefit, or lack thereof, to communities who previously hosted this event. News articles of disappointment are there for anyone who cares to do a little research. And a critical look at this venture leaves me wondering why private equity and debt aren't sufficient to cover the cost of production? We should be skeptical of a business model that requires donations and massive amount of public largesse to cover basic operating expenses. So what, exactly, does the community get from all this? There are two plays here, tourism and attracting outdoor sports companies. With regard to tourism, I doubt if a few hours of vignettes is going to move the needle. The Visitors and Convention Bureau (VCB) has proven it can promote our region as a destination for bicycle sports. Perhaps it would be best to direct scarce resources to our capable VCB Board and Staff to redouble their efforts for this market. With regard to using the race to attract outdoor sports companies, the results have been marginal at best. I would encourage donors from the outdoor sports community to consider contributions to GJEP an organization already actively engaged in dialog with this industry. Your financial support to GJEP would go a long way to help them achieve a common goal. In my view, this proposal represents a fundamental change of policy for our City. It redirects funding from traditional Economic Development efforts (funding our Economic Partners and providing incentives to businesses) to the direct funding of operating expenses for a bicycle race. This is not something I can support, especially in view of a long list of needs that far exceeds our resources. I will be voting against the motion. What I do support is Economic Development based on the foundation the City and its Partners has developed over the past two years. I support an Economic Development plan*

where Partners throughout the community, guided by professionals, have thoughtfully worked together to produce plans, budgets, and measureable outcomes. A plan that will need adequate funding and continued community support for success. Thank you”.

Council President Norris said Council has reviewed the requests from the committee in past workshops; Monday the Committee came back to Council at another workshop, CMU has stepped up for rooms and the food, and Community Hospital has also stepped up. She explained it is an Economic Development opportunity to a point; this is just one more thing the City can talk about when the City tries to get other businesses interested in Grand Junction. She explained the \$1.2 million taken out of the budget regarding the roads; how seniors have called and complained about the increased fees the City has proposed. She feels very strongly that the event can come to the community without Council support.

Councilmember Boeschstein moved to approve the funding of the USA Pro Cycling request of \$50,000 cash and up to \$35,000 of in-kind support. Councilmember Kennedy seconded the motion. Councilmember Traylor Smith moved to amend the motion to say up to \$50,000 cash. Both Councilmember Boeschstein and Kennedy agreed with this amendment. Motion carried 5 to 2 with Councilmembers Chazen and Norris voting NO.

Presentation of Budget and Public Hearing—2015 Fourth Supplemental Appropriation Ordinance and the 2016 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 2015 budget amendments and the 2016 proposed budget.

The public hearing was opened at 7:55 p.m.

Tim Moore, ICM, presented the Budget to the Council and audience and thanked the Mayor and Council for the consideration of going through this budget; he also thanked the Department Heads, their Staff, Jodi Romero, Finance Director, and her team for working long hours and weekends.

ICM Moore reviewed this year’s budget process from the Council’s policy direction with the priorities of public safety, infrastructure, and economic development. Another important factor was the 2% projected sales tax growth rate for 2016 which established the projected revenues. The total reserve in the General Fund is set at \$18.5 million; of that, \$10.3 million are unrestricted funds. Council was engaged in the process of balancing the budget for both capital and operations. ICM Moore reviewed the budget sessions and budget’s history. The total 2016 Budget is \$147.4 million; this is a 1.25% increase from 2015. ICM Moore highlighted changes to the following areas: labor, less

than 1% increase in total labor budget; there is no change in wage rates; and a mid-year assessment for a 1.2% across the board wage adjustment. There are five new positions, three grant funded Fire positions, one Quality Analyst in the Communication Center, and one Emergency Vehicle Technician. With other reductions, the City is still at 2015 staffing levels of 641 full-time positions. ICM Moore then listed and featured some of the 2016 Capital Projects: 1st Street Reconstruction (phase I), B ½ Road Overpass (grant), Las Colonias Amphitheatre (grant), Horizon Drive Interchange completion, street overlays, Purdy Mesa Dam Repair, and upgrades to the water and sewer systems. He reviewed the City's revenue sources and the total budget spending by type and department. He then listed the Capital Community Investments for 2016: Street and Bridge Infrastructure, Public Safety next generation 9-1-1, Grand Mesa Tower, Parks and Pools, Economic Development along with Community Partnerships (CMU, Grand Valley Transit, 5-2-1 Drainage Authority, ED Partners, DDA, VCB), Fleet and Technology (City Hall rewire, City Hall Data Center, Patrol Vehicles, Street Sweeper), and Water and Sewer (replacements, water flow line, Purdy Mesa Dam, Sewer Interceptor, and Diffuser). Total investment into the community will be \$30 million. There were several 2016 policy discussions during the budget process including on the Downtown Events Center, TABOR/Revenues, delivery of Fire and Emergency Services, a sustainable funding model for the Communications Center, and addressing the chronically homeless. ICM Moore thanked Council and Staff again for everyone's hard work.

All City Councilmembers echoed the challenges of this year's budget process, they thanked Staff and Departments for making these adjustments as needed at short notice, they recognized the sacrifices and the long hours spent by Staff and Council, and how all of Council has learned from this process. They are all looking forward to moving forward.

Council President Norris said this Council got too deep into this budget process, it was difficult, and will proceed differently next year.

There were no public comments. The public hearing closed at 8:29 p.m.

Ordinance No. 4684—An Ordinance Making Supplemental Appropriations to the 2015 Budget of the City of Grand Junction, Colorado

Ordinance No. 4685—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, 2016 and Ending December 31, 2016

Councilmember Traylor Smith moved to adopt Ordinances Nos. 4684 and 4685 on final passage and order final publication of the ordinances in pamphlet form.

Councilmember Chazen seconded the motion. Motion carried by roll call vote.

Public Hearing—Inclusion of Property Located at 236 Main Street (Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District

Western Hospitality, LLC petitions the City Council to include its property located at 236 Main Street (known as the Marriott SpringHill Suites Hotel) into the Downtown Grand Junction Business Improvement District.

The public hearing was opened at 8:30 p.m.

Allison Blevins, Co-Director, Downtown Grand Junction Business Improvement District, presented the request to expand the boundaries. The Downtown Grand Junction Business Improvement District was formed in 2005 to promote business improvement in the downtown area. The Marriott SpringHill Suites located at 236 Main Street has petitioned to be included in the Business Improvement District (BID). The reason the property was not originally included in the BID was that it was a public parking lot. This will benefit the District with City Council's approval of the ordinance.

Councilmember Chazen wanted to commend both new co-directors, Robin Brown and Allison Blevins, of the BID, and noted this will be probably the first of many of these same requests the City will see.

There were no comments. The public hearing was closed at 8:33 p.m.

Ordinance No. 4686—An Ordinance Expanding the Boundaries of the Downtown Grand Junction Business Improvement District to Include SpringHill Suites, 236 Main Street

Councilmember Chazen moved to adopt Ordinances No. 4686 on final passage and order final publication of the ordinance in pamphlet form. Councilmember Boeschstein seconded the motion. Motion carried by roll call vote.

Purchase of Two CNG Street Sweepers for the Street Sweeping Division

This purchase is for the replacement of two units that are at the end of their useful life as determined by Fleet services, and the Vehicle Replacement Committee. The vehicles being replaced are 7 years old.

Jay Valentine, Internal Services Manager, said the request is to purchase two Global M4 CNG Street Sweepers in the amount of \$565,780 from Equipment Company of the Rockies. He explained the replacement of the Street Sweepers with CNG. On this procurement, the City didn't ask for a proposal on both diesel and CNG engines. The pay-off on the incremental costs is achieved within the lifecycle of the vehicle. Minimum specifications were provided for the equipment. An evaluation committee made up of

personnel from fleet, purchasing, and the user department was set up with criteria used to make the best equipment selection. That criteria was: specifications met or exceeded, equipment demos, equipment warranty, user references, equipment life cycle cost, maintenance and parts location, power plant configuration, operator visibility, payment discounts offered, and total equipment price. The lower bid with Faris Machinery Company did not meet the first specification; it was a standard cab meaning the engine is forward from where the driver would sit. Mr. Valentine explained that a demo was asked of the low bid, the first and the second dates they did not make, but Mr. Valentine wanted to let Council know they did not exclude them. After considering all criteria, the committee made a recommendation to purchase two Global M4 CNG Sweepers from Equipment Company of the Rockies.

Councilmember Traylor Smith asked how the City is finding the life use of CNG over diesel. Mr. Valentine responded that there hasn't been any replacement of CNG at this time, but it is anticipated the City will see extended life of the CNG vehicles.

Councilmember Boeschstein said he would like to continue to thank Staff for using CNG instead of diesel.

Councilmember Chazen said the reason this item was placed on Individual is because of the cost difference between the lowest bid and the recommended purchase.

Councilmember Chazen moved to authorize the City Purchasing Division to purchase two Global M4 CNG Street Sweepers in the amount of \$565,780 from Equipment Company of the Rockies. Councilmember Traylor Smith seconded the motion. Motion carried by roll call vote.

2016 Golf Cart Lease for Tiara Rado and Lincoln Park Golf Course

This request is to lease 90 new golf cars for Tiara Rado and Lincoln Park Golf Courses.

Rob Schoeber, Parks and Recreation Director, presented this item. Mr. Schoeber gave the background for the lease of 90 new golf carts that will replace the 90 current carts at the golf courses. It was determined early in the process to go with a lease rather than purchase. The biggest positive to the lease package is that Club Car Golf Carts will still own the golf carts at the end of the 60 month agreement. Their maintenance and warranty repair processes should help relieve some staffing strain for the golf division's mechanic. The maintenance of the fleet should be helped a great deal by leasing the carts relative to supplies and parts as well. Mr. Schoeber gave the history of the annual cart revenues; he also explained the type of carts they are looking at and the features that come with the new carts. The advertising feature in the carts (Visage Mobile GIS) is something new which could turn into \$13,000 in revenues through this

feature. The additional features were added for the new golf carts for roughly the same budgeted yearly expense as the last fleet.

Jay Valentine, Internal Services Manager, explained the budgeted funds and the actual costs. Mr. Valentine explained that it came down to a cash flow issue, the City can get a better cart for the price. The City utilized a cooperative purchasing agreement through an organization called US Communities. Mr. Valentine explained how that process works. US Communities already completed the solicitation and the Request for Proposal (RFP). These are the best prices and they have to guarantee that price.

Councilmember McArthur asked if there will be other procurements with US Communities. Mr. Valentine explained what other commodities could be purchased through US Communities.

Councilmember Traylor Smith asked about the \$1,900 trade-in of the 90 EZGO carts. Mr. Valentine explained the purchase and/or trade in is at the end of the 5 years.

Councilmember Chazen asked if the City is going to do the maintenance on these carts. Mr. Schoeber explained the City will handle the daily routine maintenance. If there is anything that fails, there is a 4-year warranty on the batteries, and a full 2-year warranty on everything else on the cart.

Council President Norris commented that the sale of the carts is an asset for the City. She asked if the City could expect more money to come back into the General Fund. Mr. Valentine explained the carts are an asset of the Fleet Fund and are charged back to the golf courses.

Mr. Valentine said the City of Golden has these carts, and he personally has used them. The advertising piece with the GPS is something that will be beneficial to the City.

Councilmember Traylor Smith moved to authorize the Purchasing Division to enter into a 2016 lease for 90 Club Car Golf Carts from Colorado Golf and Turf. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Great Outdoors Colorado Grant Resolution for the Inspire Initiative

The Grand Junction Coalition was chosen as a Level 2 planning grant recipient in the pilot Inspire Initiative program through Great Outdoors Colorado (GOCO) for a \$75,000 grant. A resolution from the governing body with primary jurisdiction must be completed and returned with the grant contract by December 18, 2015.

Rob Schoeber, Parks and Recreation Director, provided the background on the grant and brought Council up to date on this grant since the workshop where it was

presented. They have been awarded a \$75,000 planning grant and they have put together a strong coalition of community leaders for the project.

Traci Wieland, Recreation Superintendent, provided a brief background and explained the difference between the Level 1 and Level 2 communities. The City as a Level 2 community will need to compete for these funds. She listed the coalition members involved in this initiative. Ms. Wieland explained the planning project budget, timeline, and the actual numbers to bring the total project to \$100,000. GOCO has not identified the actual dates, but if funded, the project implementation would not begin until 2018.

Councilmembers Kennedy and Boeschstein both agree this is an asset to get kids engaged so they have these opportunities.

Councilmember Chazen asked about the business groups involved in the coalition. Ms. Wieland explained that this is just in the infant stage of the project. They have talked to Chevron and they have a partnership with School District 51. When the application was put together, GOCO asked about their vision and it will certainly expand as the planning phase begins.

Council President Norris asked about the in-kind contributions and what does that include. Ms. Wieland explained those types of contributions.

Councilmember Chazen asked what the Mesa Land Trust connection is. Ms. Wieland said they are very interested in making the connection with kids. This is new to the local Land Trusts, but Libby Collins with Mesa County Land Trust said this is normal across the nation. Ms. Collins has been a key member of the coalition.

Councilmember Chazen asked if there has been any talk of the purchase of property. Ms. Wieland said there is no property acquisition. Councilmember Chazen asked if there is any long term restrictions to properties put into this program. Ms. Wieland said no.

Ms. Wieland explained the three P's of this project (Programs, Place, and Pathways).

Councilmember McArthur asked about what comes after the planning stage. Ms. Wieland said the planning effort will be until the spring of 2017; then they will have the opportunity to apply for an implementation grant which is spring/summer of 2017. The match is exactly the same, 25% match of the total project costs and 10% cash. Ms. Wieland said GOCO has developed a foundation to pitch an idea for possible funding since they recognize the funding challenges.

Resolution No. 53-15—A Resolution Supporting the Agreement Between the City of Grand Junction and the State Board of the Great Outdoors Colorado Trust Fund

Councilmember Boeschstein moved to Adopt Resolution No. 53-15. Councilmember Kennedy seconded the motion. Motion carried by roll call vote.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting adjourned at 9: 25 p.m.

Juanita Peterson, MMC
Deputy City Clerk



Date: 11-24-2015
 Author: Darren Starr
 Title/ Phone Ext: Streets and Solid Waste Manager, ext. 1493
 Proposed Schedule: Dec. 16, 2015
 2nd Reading (if applicable): N/A
 File # (if applicable): IFB-4135-15-DH

Attach 2
CITY COUNCIL AGENDA ITEM

Subject: Aggregate and Road Material for the Streets Division for 2016
Action Requested/Recommendation: Authorize the Streets Division to Enter into a Contract with Whitewater Building Materials to Provide Aggregate and Road Materials for the Streets Division for an Estimated Amount of \$115,500
Presenter(s) Name & Title: Greg Lanning, Public Works Director Jay Valentine, Internal Services Manager Darren Starr, Streets and Solid Waste Manager

Executive Summary:

This request is for the purchase of an estimated 6,600 tons of 3/8” aggregate for the City’s Streets Division for 2016. This aggregate will be used as chips for the 2016 Chip Seal project.

Background, Analysis and Options:

Each year the City’s Streets Division conducts repairs and maintenance of numerous streets and roads in its jurisdiction. The aggregate and road materials are used for chip sealing as well as providing a stronger longer lasting base on which to apply the chip seal process. This method of maintenance and repair not only extends the life of the existing road or street at a greatly reduced price compared with re-asphalting process, but also provides citizens and tourists safer roads.

A formal Invitation for Bids was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, posted on the City’s website, sent to the Western Colorado Contractors Association (WCCA), and the Grand Junction Chamber of Commerce. Seven companies submitted formal bids for this combined solicitation with the County, which were found to be responsive and responsible. However, only two companies submitted formal bids that met the City’s specification for 3/8” aggregate in the following amount:

FIRM	LOCATION	COST
Whitewater Building Materials	Grand Junction, CO	\$17.50 ton
United Companies	Grand Junction, CO	\$26.10 ton

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

Goal 9: Develop a well-balanced transportation system that supports automobile, local transit, pedestrian, bicycle, air, and freight movement while protecting air, water and natural resources.

Public infrastructure is the foundation for economic development. Access to roads, water, sewer, communication technologies, and electricity are all essential to the economy. Investment in both the infrastructure, equipment, and the operation and maintenance of these structures can expand the productive capacity of on economy.

Providing chip seal repair to distressed street areas will help to ensure smooth and safer traffic flow, while extending the life of the roadways and realizing significant cost savings.

How this item relates to the Economic Development Plan:

This project hits in two areas of emphasis: Public Safety, as the City is repairing street damage to make them safer for the public to drive, and Infrastructure, as this work increases the life of one of the City's most expensive infrastructure, roads.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

There is \$772,000 is budgeted in the CIP fund for the Chip Seal Program.

Estimated Chip Seal Project Costs:

3/8 inch Chips (Est.)	\$ 115,500
Chip Seal Oil (Est.)	521,500
Crack-fill material	<u>135,000</u>
Total Estimated Project Cost	\$ 772,000

Legal issues:

The purchase, if authorized, will be made pursuant to a contract the form of which has been approved by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This annual purchase was part of the budget review process.

Attachments;

There are no attachments.

Attach 3

CITY COUNCIL AGENDA ITEM

Subject: Software Enhancement of the Police Safety Records Management and Mobile System

Action Requested/Recommendation: Authorize the Sole Source Procurement of a Replacement Accident Reporting System from Tyler Technologies (formerly New World Aegis) using CDOT Grant Funds and Software Credits from Tyler Technologies

Presenter(s) Name & Title: John Camper, Police Chief

Executive Summary:

This request is to replace the current third party accident software purchased in 2010 with the integrated Tyler Public Safety Accident Module and recommended accident diagraming software, Scene PD. The Scene PD product is the software the officer uses to create the crash report. The officer will then submit the crash form electronically to the Tyler Public Safety Records Management System. Having the crash report submitted electronically from creation in the public safety system will allow for electronic reporting to the State Department of Motor Vehicles (DMV) instead of sending the report via the postal service mail.

Background, Analysis and Options:

Currently the Grand Junction Police Department uses an accident reporting application that does not interface with the Records Management System. This makes the processing of crash data cumbersome, time consuming, inefficient, and manual. An officer completes the electronic crash form in the current system from APS, prints the form, and sends it to the Records staff so that they can reenter the accident information into the records system. The Records staff then prints, collates, and mails all of the accident forms to the State DMV on a weekly basis.

The current system was purchased using grant funding in 2010 as part of the county-wide public safety system project and was intended to be used for both crash reports and electronic tickets. Problems encountered with the system vendor, APS, made the system unusable until 2014. The cumbersome and unreliable eTicketing module created officer safety and customer service issues that ultimately made the module unusable. The accident reporting system continues to be used but since it is not interfaced with the Law Enforcement Records Management System, it results in duplicate data entry and inefficient manual processing of all accident reports.

The ongoing annual cost to maintain the existing non-interfaced software is expected to be \$21,772, beginning in 2016. The new system is expected to save \$5,156 annually in maintenance costs and reduce the amount of time required for duplicate data entry in multiple systems, and to process DMV updates manually via the postal service.

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

Public Safety facilities and services for our citizens will be a priority in planning for growth.

The Tyler Technologies public safety software is the product that all public safety agencies in Mesa County use to do their daily work. There are many highly integrated modules contained within this system such as the Computer Aided Dispatch system, Field Based Reports, Records Management, and Jail Management. Enhancing functionality of the Records and Mobile modules, specifically for crash reports, will increase efficiencies because of the ability to electronically submit information regarding the crash, saving Records staff time. This will also provide the citizen with the crash report more quickly so that they can process their claims without having to wait a few days for the report to be ready.

How this item relates to the Economic Development Plan:

The software enhancement relates to the guiding area of public safety for the same reasons as stated above.

Board or Committee Recommendation:

This request has been reviewed by the IT Advisory Team and the Department Head Team, where it received support for moving forward.

Financial Impact/Budget:

The total cost for both the Accident Module and Scene PD is \$217,650. The City has been awarded a grant for \$129,175 from the Colorado Department of Transportation. The City has a credit with Tyler Technologies for software being returned for the remaining \$81,150. This will serve to meet the matching funds requirement for the grant.

Annual maintenance costs for the Accident Module will increase by \$8,066, beginning 90 days after delivery. Annual maintenance costs for Scene PD are expected to be approximately \$8,550 beginning in 2017. The combined annual maintenance costs for the new software is expected to be \$5,156 less than the annual maintenance costs required to continue to use the current system.

Legal issues:

If the purchase is approved the City Attorney will review the form of the contract.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not been previously presented or discussed.

Attachments:

No attachments.



Date: December 3, 2015
 Author: Jim Finlayson
 Title/ Phone Ext: Information
Technology Director/1525
 Proposed Schedule: December 16,
2015
 Bid # (if applicable): RFP-4089-15-NJ

Attach 4

CITY COUNCIL AGENDA ITEM

Subject: Contract for a Next Gen Replacement Firewall
Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with Sanity Solutions for the Purchase of a Fully Redundant Next Gen Replacement Firewall System in the Amount of \$73,765
Presenter(s) Name & Title: Jim Finlayson, Information Technology Director Jay Valentine, Internal Services Manager

Executive Summary:

The Information Technology Division would like to enter into a contract with Sanity Solutions for the purchase of two High Availability configured, Dell SonicWALL SuperMassive 9400 Next Generation devices, professional installation services, and related support and maintenance agreements for an amount of \$73,765. The new system will replace the current first generation Juniper firewall system purchased in 2009 that has reached end of life with a new next generation system configured to meeting the growing cyber security threats the City now faces.

Background, Analysis and Options:

Enterprise Security is a constantly evolving battlefield between cyber attackers and computer security defenders. To combat ever more sophisticated cyber-attacks, organizations are replacing first generation firewalls with multi-layer next generation firewalls that are capable of inspecting every byte of traffic that passes from the external Internet to the internal network without impacting network performance.

The City is proposing to replace a redundant pair of first generation firewall devices purchased in 2009 that are at end-of-life with a redundant pair of next generation firewall devices to meet the growing security threats. According to a recent firewall analysis report, more than 80% of all new malware and intrusion attempts are exploiting weaknesses in applications, as opposed to weaknesses in networking components and services that first generation firewalls were designed to secure.

The next generation firewall device scans every byte of every packet across all ports, delivering full content inspection of the entire stream of traffic while providing high performance and near zero latency for multi-gigabit networks. The proposed solution is

designed to eliminate threats before they enter the City network by providing protection against millions of unique malware variants without file size or performance limitations. Application traffic analytics allow for the identification of productive and unproductive application traffic in real time, which can then be controlled at the user, group, or application level.

A formal Request for Proposal was issued via BidNet (an on-line site for government agencies to post solicitations), posted on the City’s Purchasing website, and advertised in The Daily Sentinel. Seven companies submitted formal proposals, which were found to be responsive and responsible. Those companies were:

FIRM	LOCATION
Access Technologies	Austin, TX
Atom Creek	Centennial, CO
Venture Technology	Englewood, CO
OCx Network Consultants	Denver, CO
Sanity Solutions	Denver, CO
Virtual Armor, LLC	Centennial, CO
Windstream Communications	Windstream, AR

After careful evaluation of the proposals received, Sanity Solutions was selected as the preferred proposer. The selected proposer met or exceeded all of the required technical specifications, support and maintenance requirements, and installation and training objectives at the lowest initial and overall cost.

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

Goal 11: Public facilities and services for our citizens will be a priority in planning for growth.

Policy A: The City will plan for the locations and construct new public facilities to serve the public health, safety and welfare, and to meet the needs of existing and future growth.

The new firewall system is critical for the protection of City network infrastructure and to the overall operations of the City.

How this item relates to the Economic Development Plan:

Goal: Support and facilitate access and expansion of important technological infrastructure in the City.

The proposed solution is designed to eliminate cyber security threats before they enter the City network by providing protection against millions of unique malware variants without file size or performance limitations. In addition to enhancing the City’s security

posture, the solution provides the City with the capability to monitor and manage application network traffic to better utilize the City's network infrastructure.

Board or Committee Recommendation:

Information Technology equipment replacement purchases are reviewed as part of the annual budget development process.

Financial Impact/Budget:

Funds for this project are budgeted for 2015 in the Information Technology Equipment Replacement budget.

Legal issues:

If approved, the form of the agreement will be reviewed and approved by the City Attorney.

Other issues:

No other issues have been identified at this time.

Previously presented or discussed:

This was included in budget discussions.

Attachments:

None.



Attach 5

CITY COUNCIL AGENDA ITEM

Date: December 7, 2014
Author: Jamie B. Beard
Title/ Phone Ext: 4032
Proposed Schedule: December 16, 2015
2nd Reading (if applicable): N/A
File # (if applicable): N/A

Subject: Mesa County Animal Services Agreement for 2016
Action Requested/Recommendation: Approve and Authorize the Mayor to Sign the 2016 Agreement with Mesa County Pertaining to Animal Services
Presenter(s) Name & Title: John Shaver, City Attorney

Executive Summary:

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.

Background, Analysis and Options:

In 1983 the City agreed to combine forces with Mesa County for animal control services. Since that time the City and County have contracted for Mesa County Animal Services to provide services to the City.

The Agreement is based upon actual service figures and costs that occurred during the County's fiscal year which ran from July 1, 2014 through June 30, 2015. The actual costs for animal control services during that time period was \$676,273.29. The City's share of that cost is 40.5 % or \$273,891.00. Payments will be made to the County on a quarterly basis in the amount of \$68,473.00. (The agreement amount is actually less than the 2015 agreement by approximately \$97,230.00. The difference for the lower amount is mainly because Mesa County Animal Services was not fully staffed in 2014-2015. It is now fully staffed.)

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

Goal 1: To implement the Comprehensive Plan in a consistent manner between the City, Mesa County, and other service providers.

The joint City-County program to provide animal services provides consistent treatment and application of animal services and control of animals throughout the valley.

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

The joint City-County program to provide animal services to the citizens of Grand Junction will help support a safe and healthy community.

How this item relates to the Economic Development Plan:

The providing of services through Mesa County Animal Services provides predictability and consistency. Utilizing one service creates efficiencies throughout the valley keeping costs transparent as well as keeping costs as low as reasonably possible.

Board or Committee Recommendation:

The Mesa County Animal Services Advisory Board has not reviewed the specifics of the Agreement but the members support the joint City-County program as it works well for the benefit of the citizens and the animals.

Financial Impact/Budget:

The 2016 Police Department budget includes the City's share of the City-County program.

Legal issues:

Legal has approved the contract as to form.

Other issues:

None.

Previously presented or discussed:

This matter has not been previously presented nor discussed.

Attachments:

Proposed 2016 Mesa County Animal Control Services Agreement.

**AGREEMENT
BETWEEN MESA COUNTY AND THE CITY OF GRAND JUNCTION
PERTAINING TO ANIMAL SERVICES.**

The City of Grand Junction, ("City") and Mesa County ("County") have determined that Mesa County shall provide animal services within the City. Those services will be pursuant to the City's home rule powers and under the provisions of §29-1-201, et. seq., C.R.S. as amended. This Agreement, dated _____, 201____, is intended to provide the basis for animal services for the year January 1, 2016 through December 31, 2016.

AGREEMENT

(1) The City has adopted Chapter 6, Article III & IV of the Grand Junction Code of Ordinances, ("Code" or "the Code") for the control of animals within the City. The City hereby agrees to provide the County with the authority necessary to administer and enforce City regulations ("Code"), relating to animal control, within the City.

(2) The County agrees to enforce the Code as now codified and hereafter amended, in accordance with its provisions, consistent with proper enforcement practice and on a uniform basis throughout the City.

(3) During the term hereof, the City will pay to the County, Two Hundred Seventy-three Thousand, Eight Hundred Ninety-one and 00/100, (\$273,891.00). One-fourth of that amount, Sixty-eight Thousand, Four Hundred Seventy-three and 00/100, (\$68,473.00) shall be paid quarterly. All fines and shelter/impoundment revenues derived from enforcement under this Agreement shall be paid to the County as additional consideration for the services rendered.

(4) The consideration paid by the City to the County is sufficient to support this Agreement and the same is determined as follows:

a. Mesa County's actual expenses for animal services from July 1, 2014 through June 30, 2015, along with Mesa County OMB Circular A-87 Cost Allocation Plan – 2014 Actual Numbers shall be reduced by actual revenues from July 1, 2014 through June 30, 2015. The resulting amount represents the cost of the overall, combined City-County animal services program. The City and County recognize and acknowledge that the County will occasionally incur capital expenditures related to the County facilities, equipment and/or tooling utilized in providing the services referenced in this Agreement. The only capital expenditures that would be permitted in the formula identified in paragraph (4)c. hereof are capital expenditures that have been agreed to in writing by both the City and County prior to such costs for capital expenditures actually being expended.

b. As part of this Agreement, the County's dispatch and patrol stops are logged within a database. The percentage of animal services attributable to the City is calculated from this data after administrative stops have been deleted.

c. Multiplying the Cost of the Program by the percentage of the workload attributable to enforcement activity within the City yields an amount representing the cost of providing service to the City. The resulting figure is the amount due Mesa County under this Agreement for providing animal control services in 2016.

Listed below is the 2016 calculation:

\$ 607,786.87	personnel expenditures 7/1/14 to 6/30/15
\$ 150,689.85	operating expenditures 7/1/14 through 6/30/15
\$ 254,227.00	Mesa County A-87 Cost Allocation Plan 2014 Actual Expenditures
\$ 0.00	Capital expenditures
\$ 336,430.43	revenues from 7/1/14 through 6/30/15
\$ 676,273.29	cost of city-county program
X 40.5	City's percentage of Animal Control Responses 7/1/14 through 6/30/15
\$ 273,891.00	contract amount due Mesa County in 2016.
\$ 68,473.00	QUARTERLY PAYMENTS DUE Mesa County. Contract amount divided by four (4) quarterly payments.

(5) The County shall provide animal services pursuant to this Agreement during those hours best suited, as determined by the County, for enforcement. The County shall provide a standby system for all other hours. In situations that cannot be handled solely by the County, the Grand Junction Police Department may be called by the County to assist.

(6) The County will select and supervise the personnel providing animal services under this Agreement. Mesa County shall provide to the City, all necessary or required reports on the activities of the animal services officers.

(7) Enforcement actions arising out of or under the Code shall be prosecuted

in the Grand Junction Municipal Court. The City agrees to reasonably cooperate with the County in enforcement and prosecution activities.

(8) The County shall be liable and legally responsible for any claims or damages arising from the County's negligent performance of its duties under this Agreement. The City shall be liable and legally responsible for any claims or damages arising under this Agreement for other than the County's negligent performance of its duties.

(9) This Agreement shall terminate upon six months' written notice of intent to terminate, or on December 31, 2016 if the parties to this Agreement enter into a new agreement for the provision of animal control services in the succeeding year as set forth below. Notice to terminate, if issued, shall be sent to the appropriate signatory of this Agreement by certified mail.

(10) It shall be the responsibility of the County to provide the City with a proposed animal services Agreement for 2017 services no later than November 1, 2016. After review of the proposed Agreement will, on or before December 1, 2016, either issue a preliminary acceptance of the proposed Agreement or a written notice of termination of the existing Agreement and a statement of the City's intention not to enter into the proposed Agreement for animal services in the succeeding calendar year.

(11) If preliminary acceptance has been given, the proposed Agreement shall not become effective until expiration of the then existing Agreement and until signed by the parties. The City's preliminary acceptance may be withdrawn at any time prior to signing of the Agreement by notification of termination being sent to the County as specified in paragraph 9. If preliminary acceptance is withdrawn by a notice of termination, the City will pay for, and the County will provide, animal services for six (6) months from the date of the notice of termination.

(12) The terms and rates for the six (6) months service continuation period after notice of termination shall be those agreed to by the parties in the 2016 Agreement, unless the six months extends beyond December 31, 2016, in which case the remainder of the six months shall be controlled by the terms and rates of the proposed Agreement, which shall be effective during the service period following December, 2016 until the completion of the six months termination period.

(13) If terms and conditions of the proposed Agreement are not accepted by the parties in the form of a signed written Agreement, on or before December 31, 2016, the provision of animal services to the City shall cease June 30, 2017.

Attest:

CITY OF GRAND JUNCTION

City Clerk

Mayor

Date:_____

Date:_____

Attest:

COUNTY OF MESA

County Clerk

Board of County Commissioners
Chairperson

Date:_____

Date:_____



Date: December 7, 2015
 Author: Allison Blevins
 Title/ Phone Ext: BID Co-Director, 4133
 Proposed Schedule: December 16, 2015
 2nd Reading (if applicable):
 File # (if applicable):

Attach 6

CITY COUNCIL AGENDA ITEM

Subject: Outdoor Dining Lease for Gelato Junction, Inc., Located at 449 Main Street
Action Requested/Recommendation: Adopt Proposed Resolution
Presenters Name & Title: Allison Blevins, Downtown Grand Junction Business Improvement District Co-Director

Executive Summary:

Gelato Junction, Inc. is requesting an Outdoor Dining Lease for the area located at 449 Main Street. The Outdoor Dining Lease would permit the business to have a revocable license from the City of Grand Junction to expand their premise and operate from the public right of way. Gelato Junction, Inc. does not have a liquor license. This location previously had an outdoor dining lease under prior ownership.

Background, Analysis and Options:

Council approved the revision of the outdoor dining lease process on June 13, 2011, to streamline the procedures for establishments that lease public space for dining service. The business petitioning for a lease at this time does not serve alcohol in the outdoor dining area and is not subject to the same State and City standards for liquor licensing. However, the outdoor dining process does require them to apply for use of the space, meet certain requirements, and pay a lease fee.

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

Goal 4: *Support the continued development of the downtown area of the City Center into a vibrant and growing area with jobs, housing and tourist attractions.*

The addition of outdoor dining areas continues to support the vibrant atmosphere of the downtown area, particularly along the newly-renovated Main Street.

How this item relates to the Economic Development Plan:

This item relates to two of the three guiding areas of emphasis in the Economic Development Plan: Infrastructure and Economic Development; and two primary roles of the City specific to economic development: “providing infrastructure that fosters and supports private investment,” and “investing in and developing public amenities.”

The DDA has invested in excess of \$21 million in improvements to public facilities in the Downtown core area over the past decade. These investments are intended to produce both a high-quality public realm as a community amenity, and to encourage private business to locate and operate in a manner that takes advantage of these infrastructure improvements. The \$7 million reconstruction of Main Street during the Uplift Project provided expanded pedestrian sidewalks that were intentionally designed to accommodate outdoor dining facilities for restaurant operations. Outdoor dining at Gelato Junction, Inc. utilizes this existing infrastructure capacity for expanded economic opportunity by a private business operator while adding to the vibrancy and character of the Downtown district.

Board or Committee Recommendation:

There is no board or committee recommendation.

Financial Impact/Budget:

The annual lease rate for the public sidewalk area is \$1.00 per square foot, due at commencement of the lease term.

Legal issues:

The City Attorney has reviewed and approved the form of the Resolution and sidewalk lease.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This has not been previously discussed.

Attachments:

Resolution Authorizing the Lease of Sidewalk Right-of-Way to Gelato Junction, Inc. with supporting documents

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK
RIGHT-OF-WAY TO GELATO JUNCTION, INC., LOCATED AT 449 MAIN STREET**

Recitals:

The City has negotiated an agreement for Gelato Junction, Inc. to lease a portion of the sidewalk right-of-way located in front of 449 Main Street from the City for use as outdoor dining; and

The City Council deems it necessary and appropriate that the City lease said property to Gelato Junction, Inc.

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

The City Manager is hereby authorized and directed to sign the Lease Agreement leasing the city-owned sidewalk right-of-way for a period of twelve months for \$72.00 to Gelato Junction, Inc.

PASSED and ADOPTED this ___ day of December 2015.

Phyllis Norris
President of the Council

Attest:

Stephanie Tuin
City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 9th day of November 2015, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Gelato Junction Inc dba Gelato Junction Inc as Lessee, (hereinafter "Lessee"), and the Grand Junction Downtown Development Authority as Lessor's Administrative Agent, (hereinafter "DDA").

RECITALS:

The City by Ordinance No. 3650 and subsequently amended by Ordinance No. 4120 established a Sidewalk Restaurant commercial activity permit for restaurants in the Downtown Shopping Park (DSP) on Main Street, Seventh Street and Colorado Avenue.

In accordance with that authority, the City Council and the DDA desire to make certain areas of the sidewalk in the DSP and at other locations as authorized available by lease to proximate land owners and/or lessees that want to make use of a portion of the public way for outdoor dining with or without alcohol service.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, it is agreed as follows:

1. Demise of Premises.

Option A: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately _____ square feet of the public way located in front of and immediately across the sidewalk from _____. The City does hereby grant an easement across the sidewalk situated between the Lessee's business and the Premises for the purpose of transporting alcohol beverages and food to and from the Premises. Said easement runs concurrently with this Agreement. The Premises, the easement area, and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

Option B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 72 square feet of the public way located in front of and immediately abutting the Lessee's business. The Premises and the location of Lessee's primary business facility are more particularly described in the attached Exhibit A.

A brief description of the Lessee's business is attached as Exhibit B.

2. Term.

The term of this Agreement shall be for a period of one (1) year to commence on November 10, 2015. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on November 10, 2016.

3. Rental.

Lessee shall pay rent to Lessor at the rate of \$1.00 per square foot per year and in the total sum of \$ 72, which sum shall be payable in advance at the offices of the City Clerk, Grand Junction City Hall, 250 North 5th Street, Grand Junction,

Colorado 81501. If the rent payment is not paid in full when due, a Lease shall not issue.

4. Permitted Uses and Hours of Operation.

Lessee agrees to use the Premises for the purpose of selling and dispensing food and/or beverages to the public. The Premises may be open to the public during Lessee's normal business hours, but in no event shall food and/or beverage service extend beyond 1:00 A.M. Service of alcoholic beverages shall be permitted provided Lessee holds a valid State and City liquor license. Tableside preparation of food shall be permitted pursuant to applicable health and safety regulations; however, fuel-based cooking or food preparation is expressly prohibited in the Premises. Live acoustic music performance is permitted on the Premises, provided any amplification utilized shall not result in a sound level exceeding 55 decibels measured at a distance of 20 feet from any of the Premises boundaries.

5. Assignment or Subletting Prohibited.

Lessee shall not have the right to assign the lease or to sublet the Premises in whole or in part without the prior written consent of the City.

6. Compliance with Legal Requirements.

Lessee shall comply with all applicable requirements of any governmental or quasi-governmental body including City, County, State or Federal agencies, boards, councils and commissions having jurisdiction respecting any operation conducted on the Premises by Lessee or any equipment, installations or other property placed upon, in or about the Premises by Lessee.

Lessee further agrees to comply with all rules of the DDA relating to the use of the Premises. Prior to commencing alcohol service in the Premises, Lessee shall include the Premises in the licensed service area as required by the liquor laws of the State and City.

Lessee shall not discriminate against any worker, employee or job applicant, or any member of the public because of race, color, creed, religion, ancestry, national origin, sex, age, marital status, physical handicap, status or sexual orientation, family responsibility or political affiliation, or otherwise commit an unfair employment practice.

7. Taxes.

Lessee shall timely list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Lessee's possessory interest, improvements, furnishings, fixtures, inventory, equipment and other property situated or placed upon, in or about the Premises. All such amounts shall be paid prior to delinquency.

8. Utilities.

Lessee shall make arrangements for all utilities, if any, needed at the Premises and is responsible for payment of the fees and charges arising out of the provision and/or use of the utility service(s).

9. Improvements and Personal Property.

All construction, improvements, installations, furniture, fixtures and/or equipment on the Premises shall comply with the following:

a. Lessee may place furniture, fixtures and equipment in the Premises so long as the same do not endanger any passersby or patrons, and are secured to resist wind. No portion of the Lessee's furniture, fixtures or equipment shall extend beyond the boundaries of the Premises nor impede pedestrian traffic on the sidewalk adjoining the Premises. The terms of this paragraph shall be construed to include but not be limited to perimeter enclosures, planters, signs, tables, chairs, shade structures, umbrellas while closed or open and any other fixtures, furniture or equipment placed or utilized by the Lessee. The Lessee may store its fixtures on the Premises at its own discretion and shall accept and retain full responsibility and liability for any damage to or theft of such fixtures. Required perimeter fencing shall be continuously maintained during the term of this Agreement.

b. Lessee shall provide a physical demarcation of the perimeter of the Premises, such as planters or stanchions, subject to DDA approval of the form and location of the same, to facilitate monitoring of potential encroachments beyond the Premises. If alcohol service is permitted in the Premises, the perimeter of the Premises shall be enclosed by a fixed perimeter enclosure no less than thirty (30) inches in height, the material, design and installation of which shall be approved by the DDA. Openings in the enclosure shall not be less than 44 inches wide. If there is a gate it must swing inward to prevent obstruction of the sidewalk.

c. No gas lighting shall be permitted in the Premises. Battery powered lights, candles in wind-protected enclosures, and low wattage electric lights, such as Christmas lights, shall be allowed. Under no circumstances shall electrical wires, extension cords or similar wiring, cables or conduit extend beyond the Premises into the public way, (easement area or otherwise) nor cross pedestrian paths, nor be placed so as to create a tripping hazard. Any suspended lighting must be securely installed to prevent dislodgement, sagging, or other hazard.

d. Signs are expressly prohibited on the Premises, except for the following: i) menu signs in compliance with the City sign code and ii) umbrellas that display the Lessee's business logo, and/or the logo of only one business product that is featured and representative of the theme of the business. Signs shall be subject to approval by the DDA and City. Third party business signs and/or identification are expressly prohibited on the Premises.

e. Lessee shall not utilize sidewalk trash and/or recycling receptacles for refuse generated within the Premises. Lessee may provide a private trash and/or recycling receptacle within the Premises provided that it is emptied and maintained on a regular basis.

f. Lessee shall remove any personal property, including but not limited to improvements, enclosures, furniture, fixtures, equipment or structures installed by it or at its direction on the Premises promptly upon expiration without renewal of this Agreement. Failure to remove said property within ten (10) days of expiration shall be deemed an abandonment of said property, and result in ownership thereof transferring to the DDA which shall have the right to dispose of said property as its own.

10. Safe and Sanitary Condition.

Lessee shall at all time keep the Premises in good repair and free from all litter, dirt, debris, snow, and ice, and in a clean and sanitary condition. Lessee shall not permit nor suffer any disorderly conduct or nuisance whatsoever, which would annoy or damage other persons or property by any alteration to the Premises or by any injury or accident occurring thereon. Lessee shall be responsible, subject to applicable law regulating the discharge of contaminants to the sewer for power-washing or steam cleaning the sidewalk surface of the Premises twice yearly.

11. Lessor and Agent not Liable for Damages or Injuries.

Lessor and its Administrative Agent shall not be responsible to Lessee or to any other person or entity for damages or injuries arising out of the Lessee's use of the Premises. Lessor and/or its Administrative Agent are not an insurer for Lessee's activities and Lessee shall obtain appropriate insurance against potential damages, injury, lost profit or advantage and any and all other claims as determined in the Lessee's sole and absolute discretion. Lessee shall indemnify and hold harmless the City of Grand Junction and the DDA and its employees, elected and appointed officials, against any and all claims for damages or personal injuries arising from the use of the Premises.

12. Insurance.

Lessee agrees to furnish Certificate(s) of Insurance at least fifteen (15) days prior to the commencement of the term of this Agreement as proof that it has secured and paid for a policy of public liability insurance covering all public risks related to the leasing, use, occupancy, maintenance and operation of the Premises. Insurance shall be procured from a company authorized to do business in the State of Colorado and be satisfactory to the City. The amount of insurance, without co-insurance clauses, shall not be less than the maximum liability that can be imposed upon the City under the laws of the State, as amended. Lessee shall name the City and the DDA as named insureds on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the City no less than ten (10) days in advance of the effective date.

13. Inspection, Access and Improvements by City and/or DDA.

Lessee agrees to permit the City, its designated representatives, and/or the DDA to enter upon the Premises at any time to inspect the same and make any necessary repairs or alterations to the sidewalks, utilities, meters or other public facilities as the City may deem necessary or proper for the safety, improvement, maintenance or preservation thereof. Lessee further agrees that if the City shall determine to make changes or improvements affecting the Premises which may affect any improvements placed by the Lessee, that the Lessee, by execution of this Agreement, hereby waives any and all right to make any claim for damages to the improvements (or to its leasehold interest) and agrees to promptly remove any furniture, fixtures, equipment and structures as necessary during such construction periods. The City agrees to rebate all rents in the event it undertakes major structural changes that continue for a period in excess of 14 continuous days during a lease period.

14. Delivery and Condition of Premises upon Expiration or Termination.

Lessee agrees to surrender and deliver up the possession of the Premises in substantially the same condition as received, ordinary wear and tear and approved

improvements excepted, promptly upon the expiration of this Lease or upon five (5) days' written notice in the case of the termination of this Lease by City by reason of a breach in any provisions hereof.

15. Limitation of Rights Demised.

The City by this demise hereby conveys no rights or interest in the public way except the right to the uses on such terms and conditions as are described herein and retains all title thereto.

16. Sale or Transfer of Lessee's Business Interest

Lessee hereby affirms that Lessee is the owner and/or lessee of the abutting or approximate property and agrees that on sale or other transfer of such interest, Lessee will so notify the City of the transfer in interest and all right and interest under this Lease shall terminate.

17. Attorney's Fees.

If legal action is taken by either party hereto to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party all of its cost, including reasonable attorney's fees. If the City and/or DDA uses in-house counsel to prosecute or defend any action arising out of or under this Agreement the City and/or DDA shall be entitled to recover the value of those services at the prevailing rate of private litigation counsel in Grand Junction.

18. Waiver.

No failure by Lessor to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of Lessor's right to subsequently exercise same. Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of Lessor's failure to timely assert his rights. It is further agreed that no assent, expressed or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed or taken to be a waiver of any succeeding or any other breach.

19. Default.

a. Each and every one and all of the following events shall constitute an Event of Default:

i) if Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors;

ii) if involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ten (10) days after the institution or appointment;

iii) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and/or fails to pay any tax or assessment of the State, City or DDA and does not make the payment within ten (10) days after written notice thereof. For the purposes hereof, all sums due from Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein and Lessee has absolutely no right of offset;

iv) if Lessee fails to fully perform and comply with each and every condition and

covenant of this Lease Agreement, and such failure or performance continues for a period of thirty (30) days after notice thereof;

v) if Lessee vacates or abandons the Premises;

vi) if the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted;

vii) if Lessor, in any four month period during the Term, or spanning consecutive Terms, gives any notice to Lessee pursuant to subparagraphs iii) or iv) above, notwithstanding Lessee's cure of default within the allowable period or periods.

b. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) to cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten (10) days prior to the effective date of such termination. Upon the expiration of said ten (10) day period, the Lessee shall have no further rights under this Lease Agreement (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

ii) to make any payment required of Lessee herein or correct any condition required to be corrected by Lessee, and Lessor shall have the right to enter the Premises for the purpose of correcting any such condition and to remain on the Premises until the complete correction of such condition. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor shall retain all rights to proceed against Lessee as set forth herein; and/or

iii) to reenter the Premises immediately with or without order of court and without claim of trespass, remove the property of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease Agreement by giving ten (10) days notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease Agreement. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and placing them in satisfactory condition; and/or

iv) all other rights and remedies provided by law to a Lessor with a defaulting Lessee including all such money damages as Lessor shall be entitled pursuant to the law of damages.

c. In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an Event of Default, then the provisions establishing the least amount of time to cure after notice shall prevail.

d. Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default; Lessor shall be reimbursed by Lessee for any reasonable attorney's fees incurred by Lessor in connection with such breach.

20. Notices and Written Consents.

All notices and written consents required under this Agreement shall be in writing and either hand delivered or mailed by first class certified mail to the following parties:

To Lessor: City of Grand Junction c/o City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

To Lessee: Gelato Junction Inc.
449 Main Street
Grand Junction, CO 81501

To Agent: Downtown Development Authority c/o Executive Director
248 South 4th Street
Grand Junction, CO 81501

Notices shall be deemed served upon posting the same as addressed above and sent as First Class United States mail.

21. Binding Effect and Complete Terms.

The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Lessor and Lessee and by their respective heirs, successors and assigns. All negotiations and agreements of Lessor and Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee. This Lease supersedes all prior leases between Lessor and Lessee.

22. Construction of Lease.

This Lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

23. Performance Standards.

It is the intention of all parties hereto that the obligations hereunder and actions related hereto will be performed in accordance with the highest standards of commercial reasonableness, common sense and good faith.

24. Authorization of Parties.

Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership and that reasonable evidence of such authorization will be provided to the other party upon request.

25. Administrative Agent.

In conformance with the City's delegation of management responsibilities and authority concerning the Downtown Shopping Park and others areas of the public way in downtown Grand Junction, the City designates the DDA to serve as its Agent for the administration and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed and sealed this Lease Agreement, this day and year first above written.

Lessor: City of Grand Junction

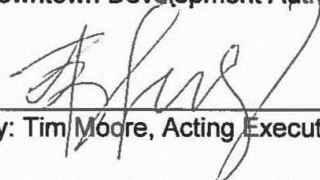
Lessee:

By: Tim Moore, Interim City Manager

By:



Agent: Downtown Development Authority



By: Tim Moore, Acting Executive Director

Exhibit A: Proposed Lease Area (include dimensions and a sketch):

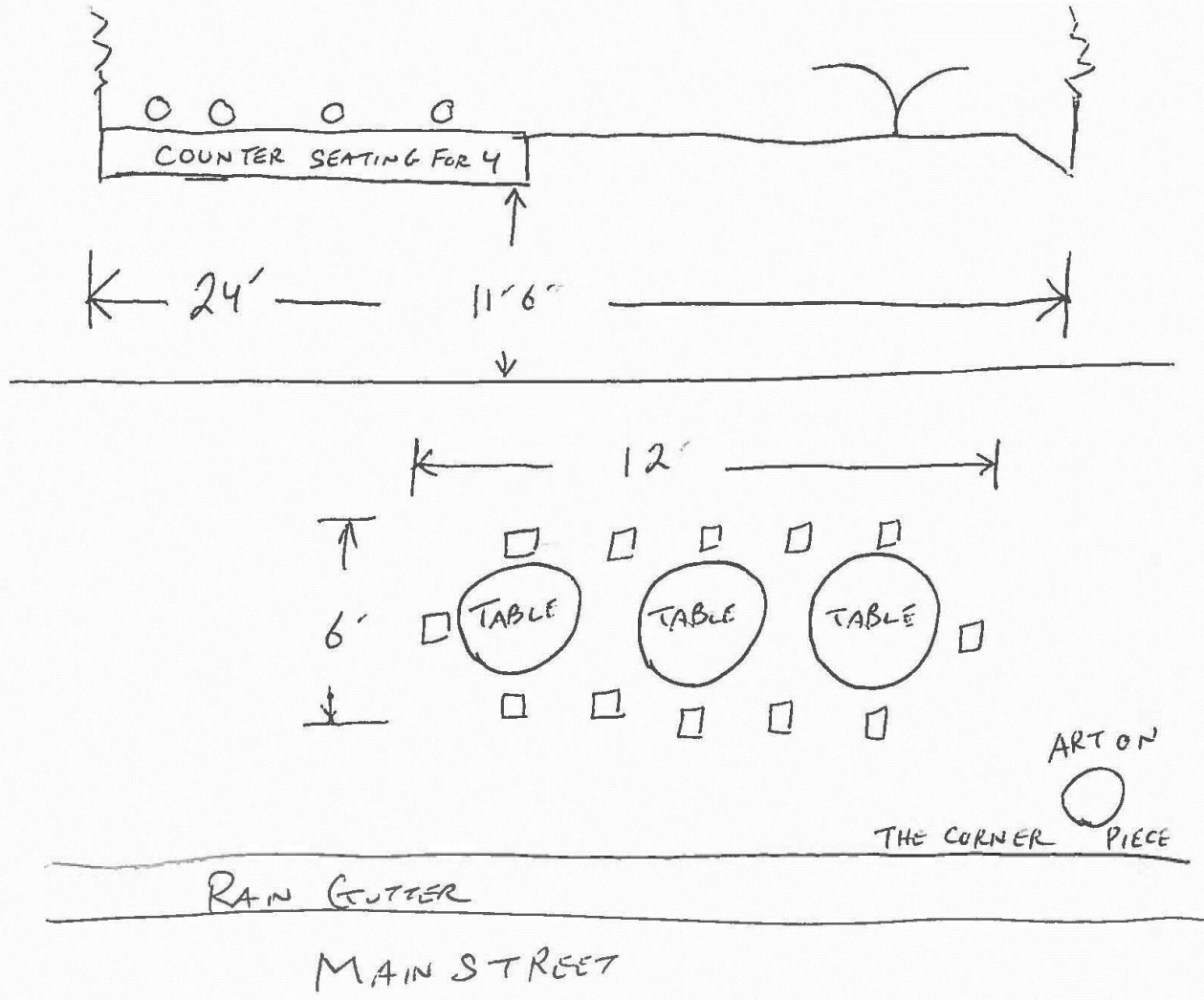


Exhibit B: Brief Description of Business / DDA Certification: include date, who prepared and lessee signature or initials

Business Name (name of insured): Gelato Junction Inc.

DBA (if needed): _____

Applicant / Relationship to Business: Owner

Contact Phone and Email: 970 245-4759

Type of Food/Beverage to be served in leased area: Ice Cream / Sandwich Shop

Days of Operation / Operating Hours: Mon – Thurs 11 – 7pm, Fri – Sat 11 – 9pm, Sun 12 – 5pm

How this operation will benefit Downtown Grand Junction: Offers lunch and treat special to downtown customer's.

Number of tables to be used in the leased area: 3

Number of chairs to be used in the leased area: 12

Semi-permanent or movable structures including carts, stands, signs, etc: NA

Describe any musical or vocal presentations or effects to be used in the leased area:
NA

Copies of Current

Permits & Licenses Obtained:	State Sales Tax	<u>X</u>
	City Sales Tax	<u>X – In the mail- attached attached receipt copy</u>
	Liquor License	<u>NA</u>
	Restaurant/Food Service	<u>X - In the mail</u>

Proof of Liability Insurance Coverage Provided? Yes

DDA Certification: The Downtown Development Authority hereby finds that this application is proper, that all applicable permits have been obtained or will be obtained, that it is in compliance and will further the goals and objectives of the Plan of Development for Downtown Grand Junction, and that no current application exists for this location.

Signed: [Signature]
If denied, state reason: _____

Date: 11.16.15

Exhibit C: Assurances, Hold Harmless and Indemnity Agreement

The Applicant assures the Downtown Development Authority and the City of Grand Junction that if a lease is issued, s/he will comply with all of the requirements and provisions of Grand Junction City Ordinance 3609, all other applicable ordinances and laws, and the Plan of Development for Downtown Grand Junction. The applicant further assures that s/he has obtained or will obtain all of the necessary and required permits or licenses to engage in the business or activity proposed.

I, Kris Meil, applicant for a Lease to conduct activities in the Downtown Shopping Park area, agree that I shall:

- (a) Hold harmless the City of Grand Junction, its officers and employees, and the Downtown Development Authority of Grand Junction, its officers and employees, from any claims for damage to property or injury to persons which may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park, and
- (b) Indemnify the City of Grand Junction, its officers and employees, and the Downtown Development Authority, its officers and employees, against any claim, loss, judgment, or action, or any nature whatsoever, including reasonable attorney fees, that may arise from or be occasioned by any activity carried on by me within the Downtown Shopping Park.

I realize that consideration for this release is the granting of a lease to me by the City of Grand Junction, and I realize and agree that this Hold Harmless/ Indemnity Agreement shall take effect whenever I begin to conduct the type of activities for which the lease has been applied or when the permit is issued, whichever is earlier. I also understand and agree that this agreement shall apply to any activities which I carry on which are done in violation of the terms of this lease.

Executed this 18 day of November, 2015.

Signed: [Signature]

DR 0140 (02/16/11)
DEPARTMENT OF REVENUE
DENVER CO 80291-0013

STATE COUNTY
COLORADO MESA

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER	LIABILITY INFORMATION	ISSUE DATE	LICENSE VALID TO
29030928-0000	08-0018-008 L 110115	Oct 29 15	2015 DECEMBER 31

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: 449 MAIN ST GRAND JUNCTION CO 81501-2511

THIS LICENSE IS NOT
TRANSFERABLE



GELATO JUNCTION INC
449 MAIN ST
GRAND JUNCTION CO 81501-2511

Barbara J. Smith
Executive Director
Department of Revenue

▲ Detach Here ▲

Letter Id: LD458643362

Important Verification Process

If you are new to Colorado sales tax visit: www.Colorado.gov/revenue/salestaxbasics

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online at www.Colorado.gov/RevenueOnline

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to www.Colorado.gov/RevenueOnline
2. Click on the Sign Up (Individual or Business) link on the right.
3. Click on Continue.

Now click on: Enter Taxpayer Information. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.

Next click on: Enter Login Information and complete the screen (this is information YOU get to create for the account).

Next click on: Enter Account Information and complete the screen.

Your Letter ID is: LD458643362

Then click the Submit button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email. Enter the Login ID and Password you created.

1. Click on the Login button.
2. Enter the Authorization Code from your email (first time only).

3. Click Login. You should then be in your account. NOTE: if you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

To file a return, go to Revenue Online (www.Colorado.gov/RevenueOnline). You must file a return for each reporting period. If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our free sales tax classes! Sign up at www.TaxSeminars.state.co.us

DATE: <u>10/20/15</u>		DOCUMENT #: J <u>146251</u>									
RECEIVED OF: <u>Grata Junction</u>											
YR	INDEX	FUND	UNIT	OPERATION	COST CENTER	ACCT	DETAIL	AMOUNT	CK	CS	CC
DESCR: <u>Sales tax app</u>											
								<u>1000</u>			
DESCR: <u>PAID</u>											
DESCR: <u>AC</u>											
DESCR:											
DESCR:											
CITY STAFF: <u>[Signature]</u>											
GRAND TOTAL..								<u>1000</u>			



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (16) 56
Policy Period:
From 11/01/2015
12:01 am Standard
at Insured Mailing

Common Policy Declarations

Named Insured	Agent
GELATO JUNCTION INC.	(970) 824-8185 MOUNTAIN WEST INS & FINANCIAL SERVICES LLC

SUMMARY OF LOCATION(S) AND PREMIUM(S)

0001 449 Main St, Grand Junction, CO 81501-2511 \$409.00

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
BP 00 03 07 13	Businessowners Coverage Form
BP 01 81 03 15	Colorado Changes
BP 05 23 01 15	Cap On Losses From Certified Acts Of Terrorism
BP 05 77 01 06	Fungi or Bacteria Exclusion (Liability)
BP 14 86 07 13	Communicable Disease Exclusion
BP 15 04 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
BP 79 19 07 13	Businessowners Property Extension Endorsement
BP 79 60 01 07	Restaurant Amendatory Endorsement
BP 79 74 07 13	Amendment of Pollution Exclusion (Premises)
BP 79 90 01 07	Businessowners Food Contamination Coverage Endorsement
BP 79 96 07 13	Businessowners Liability Extension Endorsement
BP 80 65 01 07	Spoilage Coverage Endorsement
BP 81 15 03 11	Exclusion - Asbestos
BP 82 37 08 15	Equipment Breakdown Coverage Endorsement
BP 82 46 06 09	Employment - Related Practices Liability Coverage
BP 88 04 03 12	Exclusion - Professional Services
BP 88 16 06 09	Business Income Changes - 24 Hour Time Period
BP 88 77 07 13	Identity Theft Administrative Services and Expense Coverage
BP 88 78 07 13	Business Personal Property Limit - Automatic Increase

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter R. Legg

Dexter Legg
Secretary

Paul Condryn
President

To report a claim, call your Agent or 1-800-362-0000
DS 70 21 01 08



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (16) 56 98 08 44
Policy Period:
From 11/01/2015 To 11/01/2016
12:01 am Standard Time
at Insured Mailing Location

Commercial Protector Policy Declarations

Named Insured	Agent
GELATO JUNCTION INC.	(970) 824-8185 MOUNTAIN WEST INS & FINANCIAL

SUMMARY OF LIMITS AND CHARGES

Businessowners Liability Limits of Insurance	DESCRIPTION	LIMIT
	Liability and Medical Expenses - Occurrence	1,000,000
	Aggregate Limits of Insurance	
	Products-Completed Operations	2,000,000
	Other than Products-Completed Operations	2,000,000
	Broadened Coverage For Damage To Premises Rented To You	1,000,000
	Medical Expenses (Any One Person)	15,000

Explanation of Charges	DESCRIPTION	PREMIUM
	Businessowners Location(s) Total	\$247.00
	Businessowners Other Coverage(s) Total	\$27.00
	Policy Writing Minimum Premium Adjustment	\$162.00
	Certified Acts of Terrorism Coverage	\$2.00

Total Charges: \$600.00

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (16) 56 99
Policy Period:
From 11/01/2015
12:01 am Standard
at Insured Mailing

**Commercial Protector
Declarations Schedule**

Named Insured	Agent
GELATO JUNCTION INC.	(970) 824-8185 MOUNTAIN WEST INS & FINANCIAL

SUMMARY OF COVERAGES BY LOCATION

0001 449 Main St, Grand Junction, CO 81501-2511

Property Characteristics	Description:
	Construction: Masonry Non-Combustible
Business Personal Property Coverage	Occupancy: Ice Cream or Yogurt Stores
	DESCRIPTION
	Limit of Insurance \$154,400
	Covered Causes of Loss
	Special Form
	Deductible \$1,000
	Automatic Increase Business Personal Property 2%
	Premium \$409.00
Spoilage	DESCRIPTION
	Limit of Insurance \$10,000
	Deductible \$1,000
	Premium Included

To report a claim, call your Agent or 1-800-362-0000



Coverage Is Provided In:
Ohio Security Insurance Company

Policy Number:
BZS (16) 56 98 08 44
Policy Period:
From 11/01/2015 To 11/01/2016
*12:01 am Standard Time
at Insured Mailing Location*

Commercial Protector Declarations Schedule

Named Insured	Agent
GELATO JUNCTION INC.	(970) 824-8185 MOUNTAIN WEST INS & FINANCIAL

SUMMARY OF OTHER COVERAGES

Employee Dishonesty Including Forgery and Alteration	DESCRIPTION	
	Limit of Insurance	\$25,000
	Number of Employees	3
	Deductible	\$500

Employment Related Practices	DESCRIPTION	Premium	Included
	Aggregate Limit	\$10,000	
	Each Claim Limit	\$10,000	
	Number of Employees	3	
	Retroactive Date	11/01/2015	
	Deductible	\$5,000	
	Coinsurance	0%	
		Premium	\$10.00

Property Extension Endorsement	DESCRIPTION	Premium
	Sec Endorsement	\$5.00
		Premium
		\$5.00

Identity Recovery Coverage for Defined Individuals	DESCRIPTION	Premium
	Sec Endorsement	\$12.00
		Premium
		\$12.00

Businessowners Location(s) Total	\$247.00
Businessowners Other Coverage(s) Total	\$27.00
Businessowners Schedule Total	\$274.00

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08



CERTIFICATE OF LIABILITY INSURANCE

GELAJUN-01 PNETHING

DATE (MM/DD/YYYY)
11/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Mountain West In & Fin Serv LLC 100 E. Victory Way Craig, CO 81625	CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual Insurance 41785 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Gelato Junction Inc. 449 Main Street Grand Junction, CO 81501		

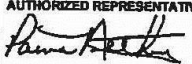
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BZS56980844	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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					\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Gelato Shop

It is understood and agreed that the Certificate Holder is named as Additional Insured, but only with respect to its liability arising out of the activities of the Named Insured.

CERTIFICATE HOLDER City of Grand Junction 250 N 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attach 7

CITY COUNCIL AGENDA ITEM

Subject: Rural Jump-Start Zone Participation
Action Requested/Recommendation: Adoption of Proposed Resolutions to Incentivize Qualified New Businesses Participating in the Rural Jump-Start Zone Program
Presenter(s) Name & Title: Kristi Pollard, Grand Junction Economic Partnership Derek Wagner, Colorado Mesa University

Executive Summary:

A request for resolutions affirming the offering of tax incentives for new businesses that qualify for the Rural Jump-Start Zone Program.

Background, Analysis and Options:

Colorado Revised Statute 39-30.5-101, *et. seq.* also known as Rural Jump Start Zone Act, is a program designed to spur employment, economic development and new business in economically distressed areas. The program (based on [Senate Bill 15-282](#)) is a tax relief program for new businesses and new hires who locate into certain designated areas called Jump-Start zones. The program offers the following benefits:

- Relief from state income taxes for the new business
- Relief from the state sales & use tax for the business
- Relief from county and municipal personal property taxes for the business
- Relief from state income taxes for the employee

This program is jointly administered by OEDIT, the Colorado Economic Development Commission (EDC) and the Colorado Department of Revenue.

Definition of Rural Jump-Start Zone

A Rural Jump-Start Zone must be located in a county with a population of less than 250,000 people that has been designated as economically distressed by the EDC.

Program Structure

This program is a joint effort between institutes of higher education, counties, municipalities, businesses and employees.

Institutes of Higher Education

The institutes of higher education (IHE's) are the two and four year public colleges in Colorado, as well as certain specialty schools. The IHE's play a key role in this program, as every business that applies to the program must apply through an IHE and be endorsed by that IHE. The IHE's are associated with specific counties, so not every IHE can work in every zone. Colorado Mesa University is a Designated Institute of Higher Education.

Counties

In order to participate in this program, a county must be designated as economically distressed by the EDC and must pass a resolution providing relief from county business personal property taxes in the form of incentive payments, exemptions, and refunds administered by the county. Relief from other county taxes are optional. Mesa County has been designated and has passed a resolution to offer tax relief for real and business personal property tax for qualifying new businesses.

Municipalities

In order to participate in this program, a municipality must be located in a county that has passed a resolution to participate and must pass a resolution providing relief from municipal personal property tax. A municipality is not enrolled in the program simple because its county is. Relief from other municipal taxes are optional.

Businesses

A business that wishes to participate in this program must be a new business that is locating into the Jump-Start zone. Furthermore, the business must apply to the IHE and be endorsed by the IHE. To qualify, a business must not be currently operating in the state of Colorado, and must not directly compete with the core function of an existing Colorado business. Existing Colorado businesses are not eligible for the Rural Jump-Start program.

Employees

Employees who wish to participate in the program must be a new hire for a business that has been approved by the EDC. A new hire is a person who is working at least 35 hours per week, and is making more than the county average annual wage.

Notes on Other Taxes

The program does not specifically exempt businesses from real property taxes. Real property tax relief would be covered under "other taxes on businesses" and would be optional at the County and City level. The program also does not address school district taxes or the taxes levied by special financing districts. The Rural Jump Start statute does not provide authorization for special district tax relief; it is assumed that these taxes will not be affected by this program.

Local governments are required to eliminate the business personal property tax in full for the time period required by the statute, four years initially with extension to eight years if approved by the EDC.

Request of Grand Junction City Council

In order for the City of Grand Junction to participate in the program, City Council must pass a resolution of support opting into the program and providing relief from personal

property tax. The first resolution, which is required by statute, states that Grand Junction would like to be part of the Jump Start program and provides for relief from business personal property taxes, in the form of incentive payments, exemptions, or refunds, to qualifying businesses within the City limits.

The second resolution proposes additional tax relief for qualifying businesses from real property tax and sales and use tax in the form of incentive payments, exemptions, or refunds. This incentive is optional, but GJEP requests Council's consideration of this added incentive to encourage qualifying businesses to locate within Grand Junction's City limits. It is important to note that the parameters for qualifying businesses are tight and not every business will qualify. However, Jump Start is a tool that will pique the interest of many businesses, allowing GJEP to tell the story of why Grand Junction is one of the best places to locate a business, regardless of whether they qualify for Jump Start or not.

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

This request furthers the Comprehensive Plan Goal of "being a regional provider of goods and services to sustain, develop and enhance a healthy, diverse economy" by providing additional tools and incentives to broaden and strengthen the local economy.

How this item relates to the Economic Development Plan:

The proposal furthers many of the goals of the Economic Development Plan, most specifically the goal to "explore opportunities and review requests to assist the business community through tax policies, financing options and financial incentives." The Jump-Start program addresses the action step for business personal property tax exemptions or refunds.

Board or Committee Recommendation:

No Board or Committee Recommendation.

Financial Impact/Budget:

Only businesses new to Colorado, yielding net new jobs are eligible for incentives, resulting in no erosion of the local tax base. Financial impact will be dependent upon the type of business that may qualify for the exemption and locate within Grand Junction city limits. The impact would likely be in the form of foregoing potential future taxes versus loss of existing taxes, with the exception of previously taxable real property converting to exempt property. A recently issued Government Accounting Standards Board pronouncement requires disclosure of tax abatements for the purposes of economic development, therefore, the City will have to coordinate with any business participating in the Jump Start program in order to value the financial impact.

Legal issues:

Before the EDC may approve a rural jump-start zone as specified in C.R.S. 39-30.5-104 the City, as an interested municipality within Mesa County, an interested distressed

county as contemplated by the Act, must adopt either a general or specific resolution affirming that it will provide incentive payment, exemptions or refunds as appropriate to all new businesses or to a specific new business(es) to eliminate business personal property tax on new businesses and as appropriate to eliminate any other tax imposed on or paid by such new businesses in the interested municipality. The proposed resolutions are general and reasonably satisfy C.R.S. 39-30.5-106 for the City as an interested municipality.

Other issues:

No other issues.

Previously presented or discussed:

The City Council generally discussed the Act during and following the legislative session.

Attachments:

Resolution Providing Relief from Business Personal Property Tax
Resolution Providing Relief from Real Property and Sales and Use Tax

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING BUSINESS PERSONAL PROPERTY TAX RELIEF
TO QUALIFYING RURAL JUMP-START BUSINESSES UNDER COLORADO
REVISED STATUTES 39-30.5-106**

Recitals:

Colorado Revised Statute 39-30.5-101 et. seq., also known as Rural Jump Start Zone Act, is a program designed to spur employment, economic development and new business in economically distressed areas. The program (based on [Senate Bill 15-282](#)) is a tax relief program for new businesses and new hires that locate into certain designated areas called Jump-Start zones. The program offers the following benefits:

- Relief from state income taxes for the new business
- Relief from the state sales & use tax for the business
- Relief from county and municipal personal property taxes for the business
- Relief from state income taxes for the employee

This program is jointly administered by OEDIT, the Colorado Economic Development Commission (EDC) and the Colorado Department of Revenue.

The City Council recognizes the importance of providing additional tools and incentives to broaden and strengthen the local economy and supports participation in the Rural Jump Start program to attract targeted businesses to Grand Junction.

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

The City of Grand Junction agrees to participate in the Colorado Rural Jump Start Zone program by providing incentive payments, exemptions, or refunds, as appropriate, to all qualifying New Businesses, as approved by the Designated Institute of Higher Education and the Colorado Economic Development Commission (EDC), to eliminate the business personal property tax for up to eight years for each business, as approved by the EDC.

PASSED and ADOPTED this _____ day of _____, 2015.

Phyllis Norris
President of the Council

Attest:

Stephanie Tuin
City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING REAL PROPERTY TAX RELIEF AND SALES AND USE TAX RELIEF TO QUALIFYING RURAL JUMP-START BUSINESSES UNDER COLORADO REVISED STATUTES 39-30.5-106

Recitals:

Colorado Revised Statute 39-30.5-101 et. seq., also known as Rural Jump Start Zone Act, is a program designed to spur employment, economic development and new business in economically distressed areas. The program (based on Senate Bill 15-282) is a tax relief program for new businesses and new hires that who locate into certain designated areas called Jump-Start zones. The program offers the following benefits:

- Relief from state income taxes for the new business
- Relief from the state sales & use tax for the business
- Relief from county and municipal personal property taxes for the business
- Relief from state income taxes for the employee

This program is jointly administered by OEDIT, the Colorado Economic Development Commission (EDC) and the Colorado Department of Revenue.

The City Council recognizes the importance of providing additional tools and incentives to broaden and strengthen the local economy and supports participation in the Rural Jump Start program to attract targeted businesses to Grand Junction.

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

The City of Grand Junction agrees to participate in the Colorado Rural Jump Start Zone program by providing incentive payments, exemptions, or refunds, as appropriate, to all qualifying New Businesses, as approved by the Designated Institute of Higher Education and the Colorado Economic Development Commission (EDC), to eliminate the real property tax and sales and use tax for up to eight years for each business, as approved by the EDC.

PASSED and ADOPTED this _____ day of _____, 2015.

Phyllis Norris
President of the Council

Attest:

Stephanie Tuin
City Clerk



Date: 12-04-2015
 Author: Jay Valentine
 Title/ Phone Ext: Internal Services
Manager, ext. 1517
 Proposed Schedule: 12-16-2015
 2nd Reading (if applicable): N/A
 File # (if applicable): RFP-4125-15-SH

Attach 8
CITY COUNCIL AGENDA ITEM

Subject: Fuel Services for City of Grand Junction Fleet Division for 2016
Action Requested/Recommendation: Authorize the Purchasing Division to Enter into a Contract with Loco, Inc. of Grand Junction and Monument Clean Fuels of Grand Junction to Provide Fuel Services for the Fleet Division for an Estimated Amount of \$1,270,205
Presenter(s) Name & Title: Jay Valentine, Internal Services Manager

Executive Summary:

This request is for the purchase of fuel services from two separate local firms to provide bulk fuel deliveries, retail off-site fuel purchases, and retail Compressed Natural Gas (CNG).

Background, Analysis and Options:

For the past couple years Mesa County and the City of Grand Junction have partnered in a cooperative relationship for fuel services. This year, for the next four years, Mesa County Valley School District 51 is joining the cooperative venture to provide fuel services for all three governmental entities.

There are three areas where fuel services are required. Mesa County and the City have bulk storage tanks on-site at 13 different locations throughout the valley. All three entities use retail fuel services at local stations for their various fleets. The City of Grand Junction is the sole provider of CNG retail fuel.

Bulk fuel and retail fuel (non-CNG) sales are provided as a markup over rack pricing. Retail CNG is provided by the City to a private company to manage retail sales to the public

A formal Request for Proposals was issued via BidNet (an on-line site for government agencies to post solicitations), advertised in The Daily Sentinel, posted on the City's website. Five companies submitted formal proposals for this combined solicitation with the County and the School District, which were found to be responsive and responsible.

The following companies offered proposals for bulk fuel deliveries. Cost figures reflect their markup over rack pricing for an entire year.

Bulk fuel delivery:

FIRM	LOCATION	COST
Loco, Inc.	Grand Junction, CO	\$ 9,968.20
Master Petroleum	Silt, CO	\$ 11,105.33
Parish Oil	Montrose, CO	\$ 19,972.00
Equipment Savers	Grand Junction, CO	\$ 30,373.33

Off-site retail fuel at local fuel stations:

FIRM	LOCATION	COST
Loco, Inc	Grand Junction, CO	\$.0661 above rack

Retail CNG fuel services:

FIRM	LOCATION	COST
Monument Clean Fuels	Grand Junction, CO	\$.08 per gallon incentive paid back to City

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.

Providing the fuel for the various types of equipment and public safety vehicles is vital in providing goods and services.

How this item relates to the Economic Development Plan:

This purchase allows the economic development plan to be achieved through emergency response, and the development and upkeep of public infrastructure and amenities.

Board or Committee Recommendation:

The team of staff members from the City, School District 51 and Mesa County agreed to award to Loco, Inc. for their fuel needs.

Financial Impact/Budget:

There is \$1,270,205 budgeted in the Fleet Services Fund to purchase fuel in 2016.

Legal issues:

The purchase, if authorized, will be made pursuant to a contract the form of which has been approved by the City Attorney.

Other issues:

No other issues have been identified.

Previously presented or discussed:

This annual purchase was part of the budget review process.

Attachments:

There are no attachments.



Austin Green
@austingreen09

[Follow](#)

Let's go get that ring boys! #walleyboyzz
@JUCOWorldSeries



RETWEETS
8

LIKES
16



CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 12-15-15
Citizen's Name: DUSTIN ANZURES
Address: 1744 S. SHORE CIR MESA AZ 85202
Phone Number: 602-509-9970
Subject: TRAIN DEPOT ACQUISITION

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

CITY COUNCIL MEETING

CITIZEN PRESENTATION

Date: 12/16/15
Citizen's Name: Richard Swingle
Address: 443 Mediterranean Way
Grand Junction, CO 81507-4525
Phone Number: (970) 243-2546
Subject: SEAT AT THE TABLE & 2016 WORKSHOP RESOLUTION

Please include your address, zip code and telephone number. They are helpful when we try to contact you in response to your questions, comments or concerns. Thank you.

	Manufacturing Equipment	Consumable Manufacturing Supplies	Commercial Packaging	Industrial Energy	Residential Energy	Food for Home Consumption	Tax Exempt Construction Projects	Alternative Use Tax Rate	Building Use Tax at Permit
Arvada	Exempt	Taxable	Exempt	Exempt	Taxable	Taxable	Exempt	No	Yes
Aurora	Exempt	Taxable	Exempt	Taxable	Taxable	Exempt	Taxable	No	Yes
Boulder	Taxable	Taxable	Exempt	Taxable	Taxable	Taxable	Taxable	No	Yes
Broomfield	Taxable	Taxable	Exempt	Exempt	Taxable	Taxable	Exempt	No	Yes
Castle Rock	Taxable	Taxable	Exempt	Exempt	Taxable	Taxable	Exempt	No	Yes
Colorado Springs	Taxable	Taxable	Exempt	Exempt	Exempt	Exempt	Taxable	No	No
Commerce City	Taxable	Taxable	Exempt	Exempt	Taxable	Exempt	Taxable	No	Yes
Englewood	Taxable	Taxable	Taxable	Taxable	Taxable	Exempt	Taxable	No	Yes
Fort Collins	Taxable	Taxable	Taxable	Exempt	Taxable	Taxable	Exempt	No	Yes
Golden	Taxable	Taxable	Exempt	Exempt	Taxable	Taxable	Exempt	No	Yes
Grand Junction	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Exempt	Yes	No
Greeley	Taxable	Taxable	Exempt	Exempt	Taxable	Taxable	Taxable	No	Yes
Lakewood	Taxable	Taxable	Exempt	Exempt	Taxable	Exempt	Taxable	No	Yes
Littleton	Taxable	Taxable	Exempt	Exempt	Taxable	Taxable	Exempt (2)	No	Optional
Longmont	Exempt	Taxable	Exempt	Taxable	Taxable	Taxable	Exempt	No	Yes
Loveland	Taxable	Taxable	Exempt	Taxable	Taxable	Taxable	Exempt	No	Yes
Ogden	Exempt	Taxable	Exempt	Exempt	Taxable (1)	Taxable (1)	Exempt	No	No
Pueblo	Taxable	Taxable	Exempt	Exempt	Taxable	Exempt	Taxable	No	Yes
Westminster	Taxable	Taxable	Exempt	Taxable	Taxable	Taxable	Taxable	No	Yes

- 1- lower rate
- 2- required but may be refunded