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**CITY COUNCIL AGENDA
WEDNESDAY, NOVEMBER 7, 2018
250 NORTH 5TH STREET
5:15 PM – PRE-MEETING – ADMINISTRATION CONFERENCE ROOM
6:00 PM – REGULAR MEETING – CITY HALL AUDITORIUM**

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

Call to Order, Pledge of Allegiance, Moment of Silence

Proclamations

Proclaiming November 5 - 9, 2018 as "Law Enforcement Records Personnel Week" in the City of Grand Junction

Proclaiming November 11, 2018 as "A Salute to All Veterans" in the City of Grand Junction

Proclaiming November 24, 2018 as "Small Business Saturday" in the City of Grand Junction

Proclaiming November 2018 as "Grand Junction Homeless and Runaway Youth Awareness Month" in the City of Grand Junction

Proclaiming November 2018 as "Hospice and Palliative Care Month" in the City of Grand Junction

Proclaiming December 4, 2018 as "Grand Valley Gives Day" in the City of Grand Junction

Appointments

To the Forestry Board

To the Grand Junction Housing Authority

REVISED

Certificate of Appointments

To One Riverfront

Presentations

November Election: Lodging Tax Ballot Question Result

Citizen Comments

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

City Manager Report**Council Reports****CONSENT AGENDA**

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

1. Approval of Minutes

- a. Minutes of the October 15, 2018 Executive Session
- b. Summary of the October 15, 2018 Workshop
- c. Minutes of the October 17, 2018 Regular Meeting

2. Set Public Hearings

All ordinances require two readings. The first reading is the introduction of an ordinance and generally not discussed by City Council. Those are listed in Section 2 of the agenda. The second reading of the ordinance is a Public Hearing where public comment is taken. Those are listed in Section 6 of the agenda.

- a. Quasi-judicial

- i. Introduce an Ordinance Zoning the Frog Pond Annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) Default Zone Districts, Located at 2501 Monument Road, and Set a Public Hearing for December 5, 2018

3. Continue Public Hearings

- a. Legislative
 - i. An Ordinance Describing the Functions of the Municipal Court and Continue a Public Hearing for December 5, 2018

4. Resolutions

- a. New Outdoor Dining Lease for Candy Time Shoppe, Inc., Located at 510 Main Street
- b. New Outdoor Dining Lease for Board Fox Games, Inc., Located at 623 Main Street
- c. New Outdoor Dining Lease for Feisty Pint, Inc., Located at 359 Colorado Avenue

5. Other Action Items

- a. Downtown Holiday Parking Revenue Donation Request

REGULAR AGENDA

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

6. Public Hearings

- a. Legislative

- i. 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, 2019 and Ending December 31, 2019, Holding a Public Hearing for November 7, 2018, and Setting a Public Hearing for December 5, 2018.

7. Non-Scheduled Citizens & Visitors

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

8. Other Business

9. Adjournment

Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, dedicated law enforcement records personnel serve the People of Grand Junction and provide them with a vital service; and

WHEREAS, law enforcement records personnel are crucial to assisting law enforcement agencies in the identification, pursuit, capture, and processing of suspects; and

WHEREAS, these professionals continually use their expertise and experience in maintaining criminal justice agency records and statistics, providing data for improving apprehension strategies; and

WHEREAS, the efficiency of the qualified and committed personnel who staff law enforcement records is materially influenced by the people's attitude and understanding the importance of the work they perform; and

WHEREAS, law enforcement records personnel serving the City of Grand Junction have exhibited professionalism, efficiency, and compassion during the performance of their essential duties in the past year.

Now, therefore, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the week of November 5 - 9, 2018 as

“LAW ENFORCEMENT RECORDS PERSONNEL WEEK”

in the City of Grand Junction and encourage citizens to recognize our City's law enforcement records personnel for their valuable contributions to our law enforcement community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor



Grand Junction

State of Colorado

PROCLAMATION

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

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

WHEREAS, the citizens across the United States will be celebrating Veteran's Day on November 11, 2018; and

WHEREAS, it is proper for citizens to honor our Veteran's service to our country and there will be a Veterans Day parade on Saturday, November 10, 2018 in Grand Junction beginning at 2:00 p.m. on Main Street; and

WHEREAS, this event will be the 26th annual local parade and salute to our Veterans.

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 11, 2018 as

"A SALUTE TO ALL VETERANS 2018"

in the City of Grand Junction.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, the government of Grand Junction, Colorado celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent more than 99.7 percent of all businesses with employees in the United States and are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

WHEREAS, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

WHEREAS, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

WHEREAS, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

WHEREAS, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

WHEREAS, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

WHEREAS, the City of Grand Junction, Colorado supports our local businesses that create jobs, boost our local economy and preserve our communities; and

WHEREAS, advocacy groups such as the Downtown Grand Junction Business Improvement District and the Grand Junction Chamber of Commerce as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

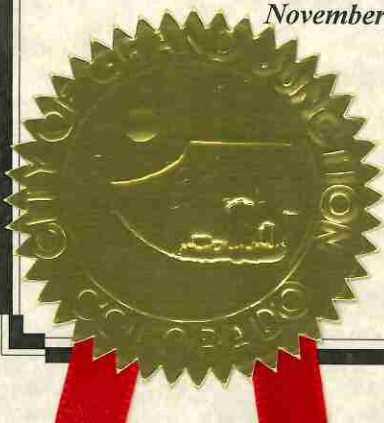
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 24, 2018 as

“SMALL BUSINESS SATURDAY”

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor



Grand Junction

State of Colorado

PROCLAMATION

- WHEREAS, on any given night over 1,500 youth in Colorado are living in shelters, staying with family or friends, or sleeping without a roof over their heads; and*
- WHEREAS, last year The House served over 260 homeless, unaccompanied youth; and*
- WHEREAS, homeless youth who receive assistance have demonstrated remarkable resilience by graduating from high school, finding employment and attending college; and*
- WHEREAS, homeless youth in Mesa County are today running their own businesses, attending Colorado Mesa University and serving as managers at Graff Dairy; and*
- WHEREAS, the City of Grand Junction recognizes the potential of these young people and has provided support through Community Development Block Grants and economic funds made to The House- A Safe Place for Western Slope Teens- and through staff cooperation with the homeless service provider community; and*
- WHEREAS, addressing homelessness early has been demonstrated to provide a strong return on the investment; and*
- WHEREAS, awareness of the challenges of youth homelessness and its causes must be heightened to ensure greater support for effective programs aimed at preventing homelessness and help youth achieve futures of hope and promise.*

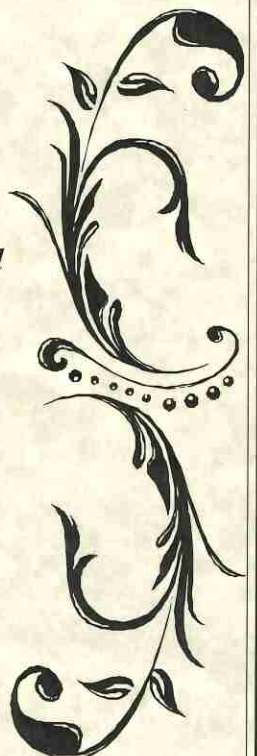
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim the month of November, 2018 as

“GRAND JUNCTION HOMELESS AND RUNAWAY YOUTH AWARENESS MONTH”

in the City of Grand Junction and urge all citizens to recognize and support the needs of homeless and runaway youth in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor



Grand Junction

State of Colorado

PROCLAMATION

WHEREAS, for more than 25 years, HopeWest has been Grand Junction's community-owned, nonprofit organization where people turn when facing life's most difficult times; and

WHEREAS, as a nationally recognized hospice, palliative care and adult and children's bereavement program, HopeWest provides care to more than 2,000 individuals each year, and every year the need for HopeWest services have grown; and

WHEREAS, every citizen can play a role in helping both patients and their caregivers by supporting the mission of HopeWest through volunteer service and gifts; and

WHEREAS, this public declaration celebrates our community's unique spirit of helping each other every day and honors the compassion of the many nursing assistants, social workers, chaplains, physicians, counselors, registered nurses and volunteers at HopeWest; and

WHEREAS, Hospice and Palliative Care Month presents a unique opportunity to increase awareness of these programs and honor all who make them possible.

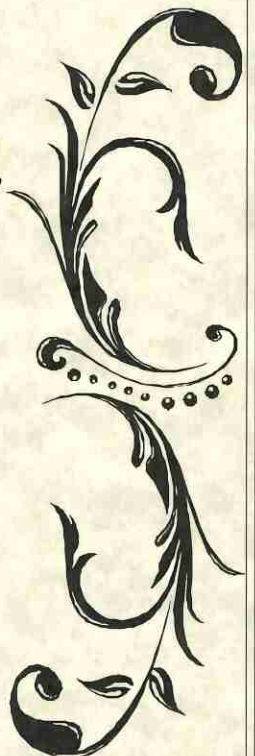
NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim November 2018 as

"HOSPICE AND PALLIATIVE CARE MONTH"

in the City of Grand Junction and ask that the City Council encourage the support and participation of friends, neighbors, colleagues and fellow citizens in hospice activities and programs now and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor



Grand Junction

State of Colorado

PROCLAMATION

- WHEREAS, the Grand Valley Gives Collaboration was formed in 2012 on the western slope out of a recognized need to increase awareness and the benefit of giving back to the community where you live, in conjunction with the statewide movement titled "Colorado Gives Day;" and*
- WHEREAS, this local collaboration seeks to raise awareness for all nonprofits in the Grand Valley community, thereby increasing local philanthropy; and*
- WHEREAS, as part of the statewide movement of Colorado Gives Day, which is scheduled to take place on Tuesday, December 4, 2018, the 34 agencies participating in Grand Valley Gives will work together to raise over \$190,000 right here in the Grand Valley; and*
- WHEREAS, this collaboration believes in the importance of nonprofit agencies working together to enhance giving in our community to ensure that our local nonprofits can continue to provide the services that are so important to Grand Valley citizens; and*
- WHEREAS, this collaboration strives to draw attention back to the local nonprofit community and the wide array of causes in the Grand Valley; and*
- WHEREAS, with the benefit of the \$1 million incentive fund offered by Community First Foundation and FirstBank as part of Colorado Gives Day, every non-profit that is part of Grand Valley Gives will receive a portion of the incentive fund, increasing the value of every donation.*

NOW, THEREFORE, I, Barbara Traylor Smith, by the power vested in me as Mayor of the City of Grand Junction, do hereby proclaim December 4, 2018 as

"GRAND VALLEY GIVES DAY "

in the City of Grand Junction and encourage all residents to donate to their favorite local non-profit organizations by going to the Colorado Gives Day website at www.coloradogives.org on this day, in order to increase their donation through the \$1 million incentive fund.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official Seal of the City of Grand Junction this 7th day of November, 2018.

Mayor





Grand Junction City Council

Regular Session

Item #

Meeting Date: November 7, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Forestry Board

RECOMMENDATION:

Appoint members to the Forestry Board.

EXECUTIVE SUMMARY:

There are four vacancies on the Forestry Board.

BACKGROUND OR DETAILED INFORMATION:

Vacancies are due to terms expiring.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

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

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 7, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To the Grand Junction Housing Authority

RECOMMENDATION:

Appoint member to the Grand Junction Housing Authority.

EXECUTIVE SUMMARY:

There is one vacancy on the Grand Junction Housing Authority.

BACKGROUND OR DETAILED INFORMATION:

The vacancy is due to a term expiration.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

I move to (appoint/not appoint) the interview committee's recommendation to the Grand Junction Housing Authority.

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 7, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

To One Riverfront

RECOMMENDATION:

Present Certificates of Appointment.

EXECUTIVE SUMMARY:

Appointed members JoAnna Woodruff and David Varner will accept their Certificates of Appointment to One Riverfront.

BACKGROUND OR DETAILED INFORMATION:

Thomas Moore, JoAnna Woodruff and David Varner were appointed to One Riverfront for terms ending July 2021 by Mesa County, the City of Fruita, the City of Grand Junction and the Town of Palisade.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None



Grand Junction City Council

Regular Session

Item #

Meeting Date: November 7, 2018
Presented By: Wanda Winkelmann, City Clerk
Department: City Clerk
Submitted By: Wanda Winkelmann

Information

SUBJECT:

November Election: Lodging Tax Ballot Question Result

RECOMMENDATION:

This item is informational only.

EXECUTIVE SUMMARY:

Review the election results of the Lodging Tax Ballot Question known as "2A."

BACKGROUND OR DETAILED INFORMATION:

At the July 18, 2018 Regular City Council meeting, a resolution was adopted to place a question on the November ballot that would increase the lodging tax from 3% to 6%. As election results will be available after the packet deadline, staff will present them at the November 7 City Council meeting.

FISCAL IMPACT:

N/A

SUGGESTED MOTION:

N/A

Attachments

None

GRAND JUNCTION CITY COUNCIL

SPECIAL SESSION MINUTES

October 15, 2018

The City Council of the City of Grand Junction, Colorado met in Special Session on Monday, October 15, 2018 at 4:00 p.m. in the Administration Conference Room, 2nd Floor, City Hall, 250 North 5th Street. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Staff present for the Executive Session were City Manager Greg Caton and City Attorney John Shaver.

Councilmember Boeschstein moved to go into Executive Session to discuss personnel matters under Colorado Revised Statutes 24-6-402(4)(f)(i) of the Open Meetings Law relative to City Council employees specifically the City Manager and the City Attorney and will not be returning to open session. Councilmember Norris seconded the motion. Motion carried unanimously.

The City Council convened into Executive Session at 3:58 p.m.

Councilmember Norris moved to adjourn. Councilmember Wortmann seconded. Motion carried unanimously.

The meeting adjourned at 6:04 p.m.

Wanda Winkelmann
City Clerk

GRAND JUNCTION CITY COUNCIL WORKSHOP SUMMARY
October 15, 2018

Meeting Convened: 6:00 p.m. in the City Hall Auditorium

Meeting Adjourned: 8:55 p.m.

City Councilmembers present: Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Rick Taggart, Duke Wortmann, and Mayor Barbara Traylor Smith.

Staff present: City Manager Greg Caton, City Attorney John Shaver, Finance Director Jodi Romero, Budget Coordinator Linda Longenecker, Director of General Services Jay Valentine, Public Works Director Trent Prall, Human Resources Director Claudia Hazelhurst, Visit Grand Junction Director Elizabeth Fogarty, Visit Grand Junction Administrative Specialist Kim Machado, Assistant to the City Manager Greg LeBlanc, Fire Chief Ken Watkins, Utilities Director Randi Kim, Parks & Recreation Director Rob Schoeber, Deputy Parks & Recreation Director Traci Wieland, Communications Manager Sam Rainquet, and City Clerk Wanda Winkelmann.

Mayor Traylor Smith called the meeting to order.

Agenda Topic 1. Discussion Topics

a. Budget

- i. Colorado Mesa University Scholarship Funding Request
- ii. Grand Junction Economic Development Partners-Grand Junction Economic Partnership, Grand Junction Area Chamber of Commerce, Business Incubator Center, and Greater Grand Junction Sports Commission Funding Request
- iii. Review for Economic Development and Capital

President Tim Foster presented on the scholarship program for Colorado Mesa University and the request for \$150,000 for the upcoming year. CMU will fund years three and four of tuition for the current scholarship recipients. Personal stories were shared by the recipients as students of CMU.

Presenters for the Economic Development Partners included Robin Brown for the Grand Junction Economic Partnership, Diane Schwenke for the Grand Junction Area Chamber of Commerce, Jon Maraschin for the Business Incubator Center, and Jennifer Stoll for the Greater Grand Junction Sports Commission.

Ms. Brown reviewed the Northstar Report and changing economic development trends. She highlighted the move of the business Rocky Mounts from Boulder to Grand Junction.

Ms. Schwenke reviewed the Chamber's budget and discussed the foreign trade zone.

Mr. Maraschin reviewed the mission of the Business Incubator Center (BIC) and noted they help entrepreneurs with financing and business plans.

Ms. Stoll reviewed the Commission's strategic plan, which included increasing the board membership. City Manager Caton is serving on the Sports Commission board.

Mr. Caton reviewed the proposed Capital Budget, activity at Dos Rios, Tour the Moon, and street infrastructure needs.

Discussion ensued about the City's contribution to CMU and non-profit requests, broadband, funding economic development efforts, and public safety needs.

Agenda Topic 2. Next Workshop Topics

The November 5 Workshop will be a budget overview for the Downtown Development Authority, Downtown Grand Junction Business Improvement District, and Horizon Drive Business Improvement District.

3. Other Business

None.

Adjournment

The Workshop adjourned at 8:55 p.m.

GRAND JUNCTION CITY COUNCIL
MINUTES OF THE REGULAR MEETING

October 17, 2018

The City Council of the City of Grand Junction convened into regular session on the 17th day of October 2018 at 6:00 p.m. Those present were Councilmembers Bennett Boeschstein, Chris Kennedy, Duncan McArthur, Phyllis Norris, Rick Taggart, Duke Wortmann and Council President Barbara Traylor Smith. Also present were City Manager Greg Caton, City Attorney John Shaver, City Clerk Wanda Winkelmann and City Records Manager Debbie Kemp.

Council President Traylor Smith called the meeting to order. Scout Troop 383 led the Pledge of Allegiance which was followed by an invocation by Senior Pastor Chalane Coit, Vineyard Community Church.

Presentations

Colorado Lottery Starburst Award Presentation for Las Colonias Park Amphitheater

Parks and Recreation Director Rob Schoeber explained how proceeds from Colorado Lottery ticket sales have benefited the City's parks through the Conservation Trust Fund and the Great Outdoors Colorado Fund and then highlighted Phase I of Las Colonias and Phase II of the Amphitheater at Las Colonias. Mr. Schoeber introduced Colin Waters from the Colorado Lottery to present the Starburst Award to the City and provide some details on the Colorado Lottery.

Proclamations

Proclaiming October 2018 as Conflict Resolution Month in the City of Grand Junction

Councilmember Kennedy read the proclamation. Annette Ferriole of Peacemaking Resource accepted the proclamation.

Proclaiming October 15 - 19, 2018 as Irlen Syndrome Awareness Week in the City of Grand Junction

Councilmember McArthur read the proclamation. Learning Associates of the Grand Valley Irlen Clinic Director Jeannie Dunn accepted the proclamation.

Proclaiming October 20, 2018 as Community Streets Day in the City of Grand Junction

Councilmember Boeschstein read the proclamation. Kristin Heumann, David Lehmann, and other members of the Urban Trails Committee accepted the proclamation.

Proclaiming October 24, 2018 as Tenth Circuit Court of Appeals Day in the City of Grand Junction

Councilmember Taggart read the proclamation. Attorney Jeff Hurd, Director of the Grand Junction Ireland Stapleton Firm branch, accepted the proclamation.

Citizens Comments

Bruce Lohmiller spoke about the Veterans Art Center having difficulty paying their mortgage, how others can help, an Education Class to be implemented in schools and what he believes are inappropriate campaign ads.

City Manager Report

City Manager Caton reported seven new police officers were sworn in earlier today and, due to the retirement of several Commanders, three new commanders were also sworn in. He lauded the City employee support for the United Way campaign.

Council Reports

Councilmember Norris attended the badge pinning ceremony.

Councilmember McArthur attended a Colorado Water Congress meeting, the Senior Life Expo, the Colorado Municipal League District meeting in Collbran and voted and delivered his general election ballot. He also mentioned he was wearing pink on behalf of Breast Cancer Awareness Month.

Council President Traylor Smith mentioned she is also wearing pink for Breast Cancer Awareness Month.

Consent Agenda

Councilmember Kennedy moved to adopt Consent Agenda items #1 - #2.

Councilmember Boeschstein seconded the motion. Motion carried by roll call vote with Councilmember Taggart voting NO and Councilmembers Kennedy and Wortmann voting NO on Item 2.e.

1. Approval of Minutes

- a. Summary of the October 1, 2018 Workshop
- b. Minutes of the October 3, 2018 Regular Meeting

2. Resolutions

- a. A Resolution Authorizing the City Manager to Submit a Grant Request to the State Board of the Great Outdoors Colorado Trust Fund for Completion of the River Recreation Feature at Las Colonias Park
- b. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the Peace Officer Mental Health Grant
- c. A Resolution Authorizing the City Manager to Submit a Grant Request to the Department of Local Affairs for the Gray and Black Market Marijuana Enforcement Program
- d. A Resolution Opposing November Ballot Issue "Amendment 74"
- e. A Resolution Supporting November Ballot Issue "Proposition 109"
- f. A Resolution Supporting November Ballot Issue "Proposition 110"
- g. A Resolution Opposing November Ballot Issue "Proposition 112"

Ordinances Regarding Twenty Three Park Plaza – Mosaic Project

The Applicants, Club Deal 113/114 Park Plaza and Grand Junction Limited Partnership, are requesting multiple actions on the 70 +/- acre site located at the southwest corner of H and 23 Roads, bordered by H Road on the north, 23 Road on the east, Interstate 70 on the south and Bookcliff Ranches Subdivision on the west. These actions include a Comprehensive Plan amendment, Rezone and Zone of Annexation to Planned Development with an Outline Development Plan (ODP) including right-of-way and easement vacations. The purpose of the request is to rezone the property to Planned Development (PD) with an ODP to accommodate a higher density/intensity in anticipation of future mixed-use of single-family residential, multi-family residential and neighborhood business land uses.

Dave Thornton, Principal Planner, reviewed the multiple requests comprising this item and noted the Planning Commission found all criteria had been met and recommended approval.

Discussion ensued regarding the proposed density to that of similar projects, zoning of the surrounding properties, the Persigo 201 Boundary and the Public Benefit requirement.

Douglas Gilliland, owner of the property, described the project in detail.

Project Architect Ted Ciavonne, Ciavonne, Roberts, and Associates, summarized the development.

Councilmember Boeschstein disclosed he previously worked with the developer but no longer has any connections.

Staff explained the difference between a straight rezone versus a Planned Development.

President of the Council Traylor Smith called for a break at 8:02 p.m.

The meeting resumed at 8:12 p.m.

The public hearing opened at 8:12 p.m.

Public comments against the request were made by Paula DeGroat and Paula Creasy.

Mr. Ciavonne addressed concerns by explaining the proposed density versus straight zone density under the Growth Plan, ingress and egress and the proposed trail system.

The public hearing closed at 8:35 p.m.

There was further discussion concerning density, underdeveloped areas, zoning maximums, density transitions, allocated growth as addressed in the Comprehensive Plan, the neighborhood meeting, the development phases and possible buffers.

Mark Austin, Austin Civil Group, Inc., addressed drainage and retention facilities.

Councilmember Wortmann moved to adopt Ordinance No. 4822 – an Ordinance amending the Comprehensive Plan Future Land Use Map Designation to Residential High, Residential Medium and Residential Medium Low and a Zone of Annexation and Rezoning to PD (Planned Development) with an ODP (Outline Development Plan) and default zones of R-5 (Residential - 5 du/ac), R-8 (Residential - 8 du/ac), R-24 (Residential - 24 du/ac) and B-1 (Neighborhood Business) for the Mosaic Planned Development on approximately 70 acres, located at 789 23 Road and property south to I-70 between 23 Road and Bookcliff Ranches Subdivision on final passage and ordered final publication in pamphlet form, and adopt Ordinance No. 4823 – an Ordinance vacating all rights-of-way and easements within the Twenty Three Park Plaza Filing No. One Replat Subdivision on final passage and ordered final publication in pamphlet form. Councilmember Boeschstein seconded the motion. The motion carried with Councilmembers Norris and Taggart voting NO.

An Ordinance Rezoning the Fossil Trace Holdings, LLC Property from R-R (Residential – Rural) to R-1 (Residential - 1 du/ac), Located at 465 Meadows Way

The Applicant, Fossil Trace Holdings LLC, is requesting a rezone of Lot 3, Rump Subdivision (8.41 acres), located at 465 Meadows Way from the R-R (Residential - Rural) to the R-1 (Residential - 1 du/ac) zone district for the purpose of future subdivision development. City Council reviewed and approved the proposed rezone to R-1 for this property on August 1, 2018. However, after passage of the ordinance, staff discovered a flaw in the written notice that was required to be mailed to surrounding property owners. Therefore, in order to ensure due process, a new public hearing with City Council was conducted on September 19th after completion of notice, as required by the GJMC.

Senior Planner Scott Peterson detailed the request, neighborhood concerns and noted the Planning Commission recommended approval.

Applicant Kevin Bray presented information regarding the process and said if the request is approved neighborhood concerns would be addressed and that four of five criteria for the proposal had been met.

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

Public comments against the rezone were made by Jane Wilding, John Cassity, Jerold Saef, Kim Gage, Rick Wilding, John Flanagan, Tisha Cassity, Sam Stirlen, Miranda Smith, Andrew Smith, Tim Donovan, Jean Deberry, Tony Walters, Don Krueger and Kira Funderburk.

Derek Irick, Colorado Mesa University student, stated the item is for a rezone, not a subdivision development.

The public hearing closed at 9:48 p.m.

Mr. Bray addressed concerns expressed during public comment.

Discussion ensued regarding water concerns, if the Army Corp of Engineers had been made aware of the request, the definition of cluster areas, preserving open and environmentally safe property, if the property should be classified as wetlands which would allow for certain protections, and the development versus the rezone process.

Councilmember McArthur moved to adopt Ordinance No. 4817 – an Ordinance rezoning the Fossil Trace Holdings, LLC property from R-R (Residential - Rural) to the R-1 (Residential - 1 du/ac), located at 465 Meadows Way on final passage and ordered final publication in pamphlet form. Councilmember Kennedy seconded the motion. Motion carried with Councilmembers Boeschstein and Wortmann voting NO.

Non-Scheduled Citizens & Visitors

There were none.

Other Business

There was none.

Adjournment

The meeting was adjourned at 10:09 p.m.

Wanda Winkelmann, MMC
City Clerk



Grand Junction City Council

Regular Session

Item #2.a.i.

Meeting Date: November 7, 2018

Presented By: Kathy Portner, Community Services Manager

Department: Community Development

Submitted By: Kathy Portner

Information

SUBJECT:

Introduce an Ordinance Zoning the Frog Pond Annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) Default Zone Districts, Located at 2501 Monument Road, and Set a Public Hearing for December 5, 2018

RECOMMENDATION:

The Planning Commission will make a recommendation at its hearing on November 13, 2018.

EXECUTIVE SUMMARY:

The Applicant, Frog Pond LLC, is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for the Frog Pond development. The approximately 3.5 acre parcel is bisected by Monument Road, with 2.5 acres on the east side and 1 acre on the west side. The proposed plan includes mixed use development of the east parcel, including residential and limited commercial, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located at 2501 Monument Road.

BACKGROUND OR DETAILED INFORMATION:

The Applicant, Frog Pond LLC, has requested annexation of land located at 2501

Monument Road in anticipation of future development of the property. The property is bisected by Monument Road with approximately 2.5 acres on the east side that includes two duplex buildings with a total of four residential dwelling units and 1 acre on the west side that is part of the No Thoroughfare Wash drainage. The Applicant is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for 14 to 21 residential units and a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking.

The proposed plan includes mixed use development of the east parcel, including residential and limited retail, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code.

The property had a County zoning of RSF-4 (Residential Single Family, 4 du/ac). Surrounding properties are zoned R-5 (Residential, 5 du/ac), R-4 (Residential, 4 du/ac) and County RSF-4. The Future Land Use designation of the subject property is Residential Low which allows for densities of .5 to 2 units per acre; however, the Blended Map designation of Residential Low allows for densities up to 5 units per acre. Further, the properties directly adjacent to the site to the east and north have a Future Land Use designation of Residential Medium that anticipates densities of 4 to 8 units per acre and are developed single family attached and detached units at densities of 4 to 5 units per acre. The property to the south is owned by the City of Grand Junction and is a part of the Three-Sisters/Tabaguache open space and trail system.

The Zoning and Development Code (“The Code”) sets the purpose of a Planned Development (PD) zone and enables the PD to be used for unique single-use projects where design flexibility is desired and is not available through application of the standards established in Chapter 21.03 GJMC. The Code provides Planned Development zoning should be used when long-term community benefits will be derived and the vision, goals and policies of the Comprehensive Plan can be achieved.

Drainage:

The property has been subject to flooding of No Thoroughfare Wash in the past, and some of the site is shown as an area of flash flooding by USGS Geohazards mapping, but is not a mapped floodplain on the FIRM maps. Maintenance done along the Wash through the West parcel has improved the capacity of the natural drainageway. Analysis of the No Thoroughfare Wash will be required with a preliminary or final plan for the property to establish base flood elevations and determine necessary mitigation. A wetlands determination and delineation will also be required for any of the area proposed for development.

Establishment of Uses:

The proposed ODP preserves the No Thoroughfare Wash drainage, located on the west side of Monument Road, as open space. The proposed uses on the remainder of the property on the east side of Monument Road include residential uses as allowed in the R-5 zoning, including Single Family attached and detached, Duplex/Two Family, Multifamily, Civic and Home Occupation, as well up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-through), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-through business, gas station, liquor store, automotive repair/service.

Density/Intensity:

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

Access:

The location of the current driveway access from Monument Road to serve the existing duplex units will also serve future development. Improvements to the access and the need for a turn lane on Monument Road will be determined at the time of Preliminary/Final Plan development. Additional right-of-way along Monument Road has already been obtained to accommodate the future road section, as well as the Monument Road Trail that will be constructed by the City in 2019.

Open Space and Pedestrian Amenities:

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument.

The Applicant has conveyed additional right-of-way adjacent to the property east of Monument Road to accommodate the Monument Road Trail that will connect downtown Grand Junction to the Lunch Loops/Tabaguache trailhead along Monument Road.

Phasing:

The Applicant is proposing to develop the project in a single phase with the ODP being valid for a period of 5 years from the approval date.

Signage:

Signage for the limited commercial uses shall conform to the standards of the R-O (Residential-Office) zone district.

Long-Term Community Benefit:

The intent and purpose of the PD zone is to provide flexibility not available through strict application and interpretation of the standards established in Section 21.03.040 of the Zoning and Development Code. The Zoning and Development Code also states that PD (Planned Development) zoning should be used only when long-term community benefits, which may be achieved through high quality planned development, will be derived. Long-term benefits include, but are not limited to:

1. More effective infrastructure;
2. Reduced traffic demands;
3. A greater quality and quantity of public and/or private open space;
4. Other recreational amenities;
5. Needed housing types and/or mix;
6. Innovative designs;
7. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public art.

In review of the project, City Staff found that three of the seven long-term community benefits, are being met with this proposed development application:

#3 Greater quality and quantity of public and/or private open space. The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage.

#4 Other recreational amenities. As stated in the Applicant's General Project Report, the property owner has worked diligently with the City on the Monument Road trail. The

City has obtained additional right-of-way along the frontage of this property for the trail. In addition, the property owner worked cooperatively with the City to re-establish a drainage that was key to obtaining right-of-way on adjoining properties. The Monument Road trail, scheduled for construction in 2019, will traverse the frontage of the east parcel, providing a connection from downtown to the Lunch Loops trailhead.

#7 Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art. The proposal preserves the No Thoroughfare Wash drainage as a natural area. The Wash provides for drainage and flash flood waters coming off the Colorado National Monument. The area is heavily vegetated and provides habitat for a variety of species.

Default Zone and Deviations:

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. Proposed deviations are shown in the following table:

Dimensional Standard	R-5	Cluster	Proposed OPD
Frontyard Setback (Principal/Accessory)	20'/25'	20'/25'	10'
Sidyard Setback (Principal/Accessory)	5'/3'	5'/3'	5'
Rearyard Setback (Principal/Accessory)	25'/5'	10'/5'	5'
Maximum Building Height	40'	40'	40'
Maximum Lot Coverage	60%	70%	N/A
Minimum Lot Coverage	4,000 sq. ft.	3,000 sq. ft.	N/A
Minimum Lot Width	40'	40'	N/A

For maximum flexibility in the design of this challenging site, the Applicant is requesting the following deviations:

1. No minimum lot size or lot width.
2. No maximum lot coverage
3. Reduction of the rear yard setback from 10' to 5'
4. Reduction of the front yard setback from 20' to 10'

Deviations:

Section 21.05.040 (g) of the Zoning and Development Code allows for the Planning Commission to recommend the City Council deviate from the default district standards subject to the provision of any of the community amenities as identified below. In order for the Planning Commission to recommend and the City Council to approve the deviation, the listed amenities to be provided shall be in excess of what would otherwise be required by the code. These amenities include:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;

The Applicant worked cooperatively with the City prior to project submittal on establishing the alignment and providing the right-of-way for the Monument Road trail.

2. Open space, agricultural land reservation or land dedication of 20% or greater;

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 31% of the total acreage.

3. Community facilities for provision of public services beyond those required for development within the PD;

The Applicant is not proposing to provide any additional community facilities for the provision of public service.

4. The provision of affordable housing for moderate, low and very low income household pursuant to HUD definitions for no less than 20 years; and

The Applicant is not proposing to provide any affordable housing for moderate, low or very low households consistent with HUD definitions for these households.

5. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The proposed project is a mixed use development that includes residential and limited commercial use to serve the area and trail users, while preserving the natural area on the west side of Monument Road.

NOTIFICATION REQUIREMENTS

Neighborhood Meeting:

A Neighborhood Meeting regarding the proposed Annexation and Zoning was held on December 28, 2017 in accordance with Section 21.02.080 (e) of the Zoning and Development Code. The Applicant's representative and City staff were in attendance along with 9 citizens. Comments and concerns expressed by the attendees centered on the proposed limited commercial component, increased traffic on Monument Road, drainage and flooding concerns.

Notice was completed consistent to the provisions in Section 21.02.080 (g) of the City's Zoning and Development Code. The subject property was posted with an application sign on July 24, 2018. Mailed notice of the public hearings before Planning Commission and City Council in the form of notification cards was sent to surrounding property owners within 500 feet of the subject property on October 24, 2018. The notice of this public hearing was published November 6, 2018 in the Grand Junction Daily Sentinel.

ANALYSIS

Pursuant to Section 21.02.150 (b) of the Grand Junction Zoning and Development Code, requests for an Outline Development Plan (ODP) shall demonstrate conformance with all of the following:

- a) The Comprehensive Plan, Grand Valley Circulation Plan and other adopted plans and policies;

The property has a Future Land Use designation of Residential Low, which is described as single-family detached residences with typically 0.5 to 2 units per acre and a Blended Land Use designation of Residential Low that allows for densities up to 5 units per acre. In addition, the Future Land Use designation of the adjacent properties to the north and east is Residential Medium, which allows for a mix of residential development types with gross densities of 4 to 8 units per acre. Section 21.02.130(d)(1)(v) of the Zoning and Development Code allows for the processing of a rezone application or request without a plan amendment when the proposed zoning is in consistent with the Comprehensive Plan and the property is adjacent to the land use designation that would support the requested zone district. The requested default zone district of R-5 is consistent with the Blended Map and the adjacent Future Land Use designation of Residential Medium; therefore, a Comprehensive Plan amendment is not required.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed use development

conveniently located to services, the preservation of the No Thoroughfare Wash natural area and access for the Monument Road trail that will connect downtown to the Lunch Loops recreation area.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B: Encourage mixed-use development and identification of locations for increased density.

Policy C: Increasing the capacity of housing developers to meet housing demand.

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.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Circulation Plan and other applicable adopted plans and policies.

b) Section 21.02.160(f) of the Zoning and Development Code states that “land annexed to the City shall be zoned in accordance with Section 21.02.140 to a district that is consistent with the adopted Comprehensive Plan and the criteria set forth. Generally, future development should be at a density equal to or greater than the allowed density of the applicable County zoning district. The rezoning criteria provided in Section 21.02.140 (a) of the Grand Junction Zoning and Development Code follows.

(1) Subsequent events have invalidated the original premises and findings; and/or

The property currently has a Mesa County zoning of RSF-4 and must be zoned with the annexation, which is a subsequent event that invalidates the original zoning. Therefore, Staff has found this criterion has been met.

(2) The character and/or condition of the area has changed such that the amendment is consistent with the Plan; and/or

The character and/or condition of the area has not changed in recent years because the adjacent residential subdivisions have been existing for many years. The subject property is underutilized in terms of the residential development potential anticipated by the Comprehensive Plan designation of Residential Low on the Blended Map that would allow for densities up to 5 units per acre. The requested ODP and rezone to PD with a R-5 default zone furthers the goals and policies of the Comprehensive Plan by providing for density in the mid-range of the adjoining Residential Medium (4 – 8 du/ac) land use classification. Because there has been no apparent change of character and/or condition, Staff finds that this criterion has not been met.

(3) Public and community facilities are adequate to serve the type and scope of land use proposed; and/or

Existing public and community facilities and services are available to the property and are sufficient to serve the residential and limited commercial land uses allowed in the PD zone district. Ute Water is available to the property from both Monument Road and S Redlands Road. Sanitary sewer is available at the intersection of Monument Road and S Redlands Road, approximately 580 feet south of the property and will be extended for the proposed future development. The property can also be served by Xcel Energy electric and natural gas. The property is in close proximity to the Neighborhood Center at Monument Road and Highway 340/Broadway, which provides a number of commercial services.

Grand Junction Fire Department finds the public and community facilities regarding fire and emergency medical services are adequate to serve the type and scope of the residential and limited commercial land use proposed. Primary response is from Fire Station 1 at 620 Pitkin Avenue and secondary response from Fire Station 5 at 2155 Broadway. Response time from Fire Station 1 is within National Fire Protection Association guidelines.

Grand Junction Police Department estimates this development will increase at a 'normal' rate as estimated by utilizing calls values from nearby residential areas similar in size and location. GJPD expects additional requests for service for this location will be minimal and does not anticipate a need for increased personnel or equipment to provide services to the proposed development.

The public and community facilities are adequate to serve the type and scope of the residential and limited commercial land use proposed, therefore, staff finds this criterion has been met.

(4) An inadequate supply of suitably designated land is available in the community, as defined by the presiding body, to accommodate the proposed land use; and/or

The Frog Pond property is an under-developed parcel of land that would be considered an infill development project. The Applicant is requesting to develop the property as a Planned Development (PD) to allow for design flexibility and additional long-term community benefits. Because PD is a zone category based on specific design and is applied on a case-by-case basis, staff finds this criterion is not applicable to this request, and, therefore has not been met.

(5) The community or area, as defined by the presiding body, will derive benefits from the proposed amendment.

The community will benefit from this infill development of a property that is substantially constrained and challenging to develop. The proposed density is within the allowable range of the Residential Low Blended Map category, as well as the Residential Medium Land Use designation of the adjacent properties.

As discussed in the section titled Long-Term Community Benefit, the area will also derive benefits from the zoning of PD (Planned Development) by the proposed development by the dedication and preservation of the No Thoroughfare Wash area as open space for the conveyance of drainage and flash floods and as a natural area for habitat for a variety of species; and the provision for the Monument Road trail that will connect downtown with the Lunch Loops trailhead.

Staff, therefore finds this criterion has been met.

c) The planned development requirements of Section 21.05 of the Zoning and Development Code;

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

As per Section 21.05.040(f), Development Standards, exceptions may be allowed for setbacks in accordance with this section.

(1) Setback Standards. (i) Principal structure setbacks shall not be less than the minimum setbacks for the default zone unless the applicant can demonstrate that buildings can be safely designed and that the design is compatible with the lesser setbacks, (ii) reduced setbacks are offset by increased screening or primary recreation facilities in private or common open space, (iii) reduction of setbacks is required for protection of steep hillsides, wetlands or other environmentally sensitive natural areas. For maximum flexibility in the design of this challenging site, the Applicant is requesting a reduction in the rear yard setback from 10' to 5' and a reduction in the front yard setback from 20' to 10'. A 5' rear yard setback will still provide for a minimum building separation of 10' and does not impact any of the adjacent properties due to topography. The requested reduction of the front yard setback to 10' allows for more flexibility for the internal design of the property and can be safely designed to be compatible with this lesser setback and will still provide for sufficient setback from the Monument Road right-of-way, which will contain the 10' wide, detached Monument Road trail section.

(2) Open Space. All residential planned developments shall comply with the minimum open space standards established in the open space requirements of the default zone. The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 29% of the total acreage.

(3) Fencing/Screening. Fencing shall comply with GJMC 21.04.040(i). Fencing and/or screening will be determined with the final design and will comply with Section 21.04.040(i) of the Code.

(4) Landscaping. Landscaping shall meet or exceed the requirements of GJMC 21.06.040.

Landscaping will meet or exceed the requirements of the Code. Section 21.06.040(d) requires 14' wide street frontage landscape adjacent to the public right-of-way, except where detached walks are provided it can be 5'. The proposed Monument Road trails will be detached along this section.

(5) Parking. Off-street parking shall be provided in accordance with GJMC 21.06.050. Parking will be provided in accordance with the Code. Parking and outdoor seating areas will be allowed to extend into the 10' building setback along Monument Road, but no closer than 5'.

(6) Street Development Standards. Streets, alleys and easements shall be designed and constructed in accordance with TEDS (GJMC Title 29) and applicable portions of GJMC 21.06.060.

The development will have a single access point onto Monument Road that is in the general location of the existing driveway and will meet all City standards.

d) The applicable corridor guidelines and other overlay districts (Section 21.02.150(b)(2)(iv)).

There are no corridor guidelines or overlay district that are applicable for this development.

e) Adequate public services and facilities shall be provided concurrent with the projected impacts of the development (Section 21.02.150(b)(2)(v)).

Existing public and community facilities and services are available to the property and are sufficient to serve the residential and limited commercial land uses allowed in the PD zone district. Ute Water is available to the property from both Monument Road and S Redlands Road. Sanitary sewer is available at the intersection of Monument Road and S Redlands Road, approximately 580 feet south of the property and will be extended for the proposed future development. The property can also be served by Xcel Energy electric and natural gas.

f) Adequate circulation and access shall be provided to serve all development pods/areas to be developed (Section 21.02.150(b)(2)(vi)).

The proposed project will have a single access onto Monument Road meeting all City standards. Internal circulation of the site will be determined with preliminary and final plans.

g) Appropriate screening and buffering of adjacent property and uses shall be provided (Section 21.02.150(b)(2)(vii)).

The property on the east side of Monument Road proposed for development is isolated from surrounding properties by topography. The adjacent properties to the north and south extend from Monument Road to S Redlands Road with single family homes built on the upper portions of the properties along S Redlands Road. Adjacent properties are sufficiently screened and buffered from the development due to the topography.

h) An appropriate range of density for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(viii)).

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

i) An appropriate set of “default” or minimum standards for the entire property or for each development pod/area to be developed.

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. The proposed project includes approximately 29% of the land dedicated as open space.

For maximum flexibility in the design of this challenging site, the Applicant is requesting the following deviations:

1. No minimum lot size or lot width.
2. No maximum lot coverage
3. Reduction of the rear yard setback from 10' to 5'
4. Reduction of the front yard setback from 20' to 10'

The standards proposed for the limited commercial use of the site are as follows:

1. hours of operation from 6 a.m. to 10:30 p.m.
2. Sign standards of the R-O zone district
3. Maximum acreage of limited commercial area use of 14,670.16 s.f.(10% of total land area) to include building footprint and parking
4. Maximum floor area of limited commercial building not to exceed 8,000 s.f.

Staff has found the standards as proposed are appropriate for the development.

j) An appropriate phasing or development schedule for the entire property or for each development pod/area to be developed (Section 21.02.150(b)(2)(x)).

The Applicant is proposing to develop the subdivision in a single phase with final approval to be 5 years from approval of the ODP. Staff find this development schedule to be appropriate for the proposed development.

In accordance with Section 21.05.040 (e) of the Zoning and Development Code, a

minimum of five acres is recommended for a Planned Development unless the Planning Commission recommends and the City Council finds that a smaller site is appropriate for the development as a Planned Development. In approving a Planned Development smaller than five acres, the Planning Commission and City Council shall find that the proposed development:

1. Is adequately buffered from adjacent residential property;

The property proposed for development is isolated from surrounding properties by topography. The adjacent properties to the north and south extend from Monument Road to S, Redlands Road with single family homes built on the upper portions of the properties along S Redlands Road. Adjacent properties are sufficiently screened and buffered from the development due to the topography.

2. Mitigates adverse impacts on adjacent properties; and

As stated above, the isolation of the property due to location and topography results in no adverse impacts to adjacent properties.

3. Is consistent with the goals and policies of the Comprehensive Plan.

The property has a Future Land Use designation of Residential Low, which is described as single-family detached residences with typically 0.5 to 2 units per acre and a Blended Land Use designation of Residential Low that allows for densities up to 5 units per acre. In addition, the Future Land Use designation of the adjacent properties to the north and east is Residential Medium, which allows for a mix of residential development types with gross densities of 4 to 8 units per acre. Section 21.02.130(d)(1)(v) of the Zoning and Development Code allows for the processing of a rezone application or request without a plan amendment when the proposed zoning is in consistent with the Comprehensive Plan and the property is adjacent to the land use designation that would support the requested zone district. The requested default zone district of R-5 is consistent with the Blended Map and the adjacent Future Land Use designation of Residential Medium; therefore, a Comprehensive Plan amendment is not required.

Further, the Outline Development Plan request is consistent with the following goals and/or policies of the Comprehensive Plan by providing a mixed use development conveniently located to services, the preservation of the No Thoroughfare Wash natural area and access for the Monument Road trail that will connect downtown to the Lunch Loops recreation area.

Goal 3: The Comprehensive Plan will create ordered and balanced growth and spread future growth throughout the community.

Policy B: Create opportunities to reduce the amount of trips generated for shopping and commuting and decrease vehicle miles traveled thus increasing air quality.

Goal 5: To provide a broader mix of housing types in the community to meet the needs of a variety of incomes, family types and life stages.

Policy B: Encourage mixed-use development and identification of locations for increased density.

Policy C: Increasing the capacity of housing developers to meet housing demand.

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.

Policy D: A trails master plan will identify trail corridors linking neighborhoods with the Colorado River, Downtown, Village Centers and Neighborhood Centers and other desired public attractions.

Goal 10: Develop a system of regional, neighborhood and community parks protecting open space corridors for recreation, transportation and environmental purposes.

Policy B: Preserve areas of scenic and/or natural beauty and, where possible, include these areas in a permanent open space system.

As proposed, the application is in conformance with the Grand Junction Circulation Plan and other applicable adopted plans and policies.

STAFF RECOMMENDATION AND FINDINGS OF FACT

After reviewing the application for a zone of annexation to PD with an R-5 and CSR default zone district and an Outline Development Plan for the proposed Frog Pond, PLD-2018-350, the following findings of fact have been made:

1. The Planned Development is in accordance with all criteria in Section 21.02.150 (b) (2) of the Grand Junction Zoning and Development Code.
2. Pursuant to Section 21.05.010, the Planned Development has been found to have long term community benefits including:
 - a. A greater quality and quantity of public and/or private open space;
 - b. Other recreational amenities;
 - c. Protection and/or preservation of natural resources, habitat areas and natural

features; and/or Public art.

3. Pursuant to 21.05.040(e), it has been found that a smaller site (3.23 acres) is appropriate for the development as a Planned Development.

4. Pursuant to 21.05.040(g) Deviation from Development Default Standards, it has been found to provide amenities in excess in what would otherwise be required by the code.

5. Pursuant to 21.05.040(f) Development Standards exceptions to setbacks; buildings can be safely designed to be compatible with lesser setbacks.

6. The Planned Development is consistent with the vision, goals and policies of the Comprehensive Plan.

Therefore, Staff recommends approval of the request for a Planned Development zone district and Outline Development Plan (ODP) for Frog Pond.

FISCAL IMPACT:

This land use action for a Rezone only does not have any direct fiscal impact. Subsequent actions such as future subdivision development and related construction will have a direct fiscal impact regarding associated road and utility infrastructure installation, future maintenance and indirect fiscal impacts related to the construction of the project and associated homes.

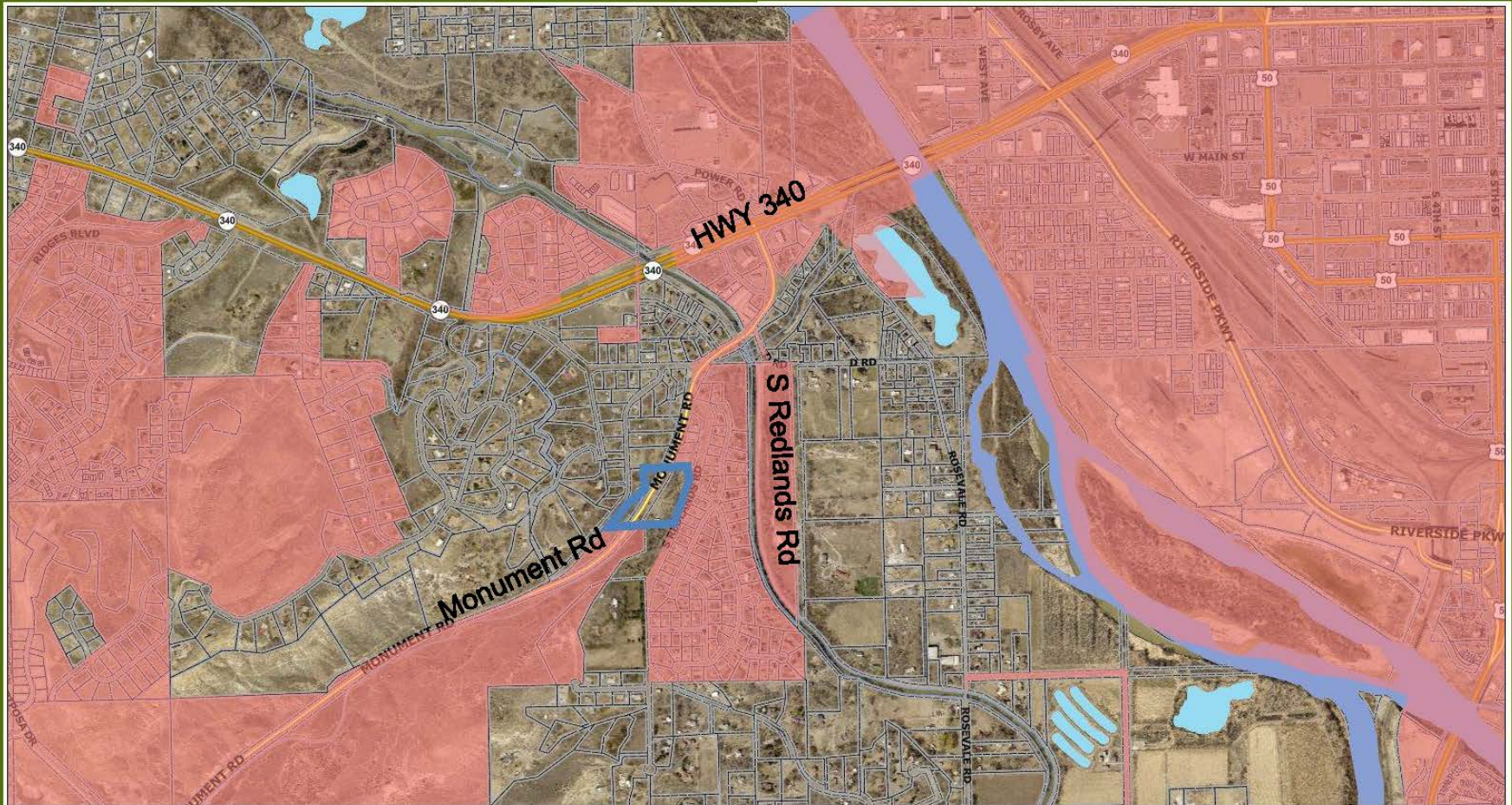
SUGGESTED MOTION:

I move to introduce an Ordinance zoning the Frog Pond Annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) Default Zone Districts, Located at 2501 Monument Road and Set a Public Hearing for December 5, 2018.

Attachments

1. Maps
2. Ordinance

Expanded City Limits Location Map



Date: 8/22/2018

1 inch = 752 feet



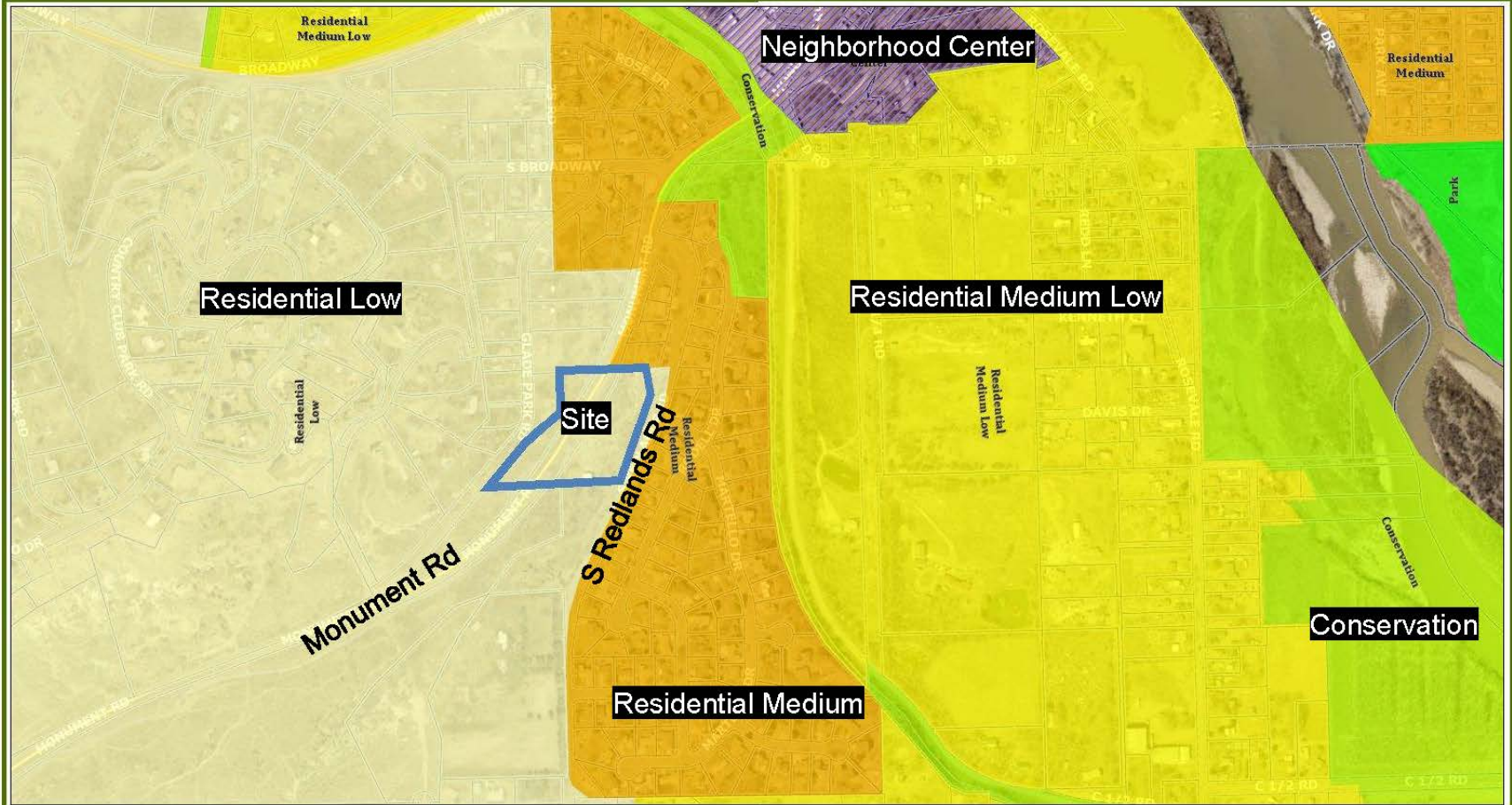
Frog Pond Annexation



Date: 8/22/2018

1 inch = 188 feet

Frog Pond Annexation Future Land Use



Date: 8/22/2018

1 inch = 376 feet

Frog Pond Annexation Zoning

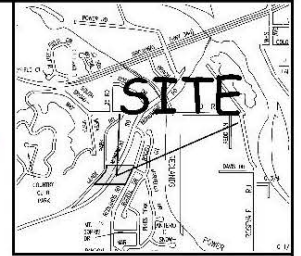


Date: 8/22/2018

1 inch = 376 feet

FROG POND ANNEXATION

SITUATE IN THE NE 1/4 OF SECTION 21 AND THE NW 1/4 OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST
UTE PRINCIPAL MERIDIAN
COUNTY OF MESA, STATE OF COLORADO

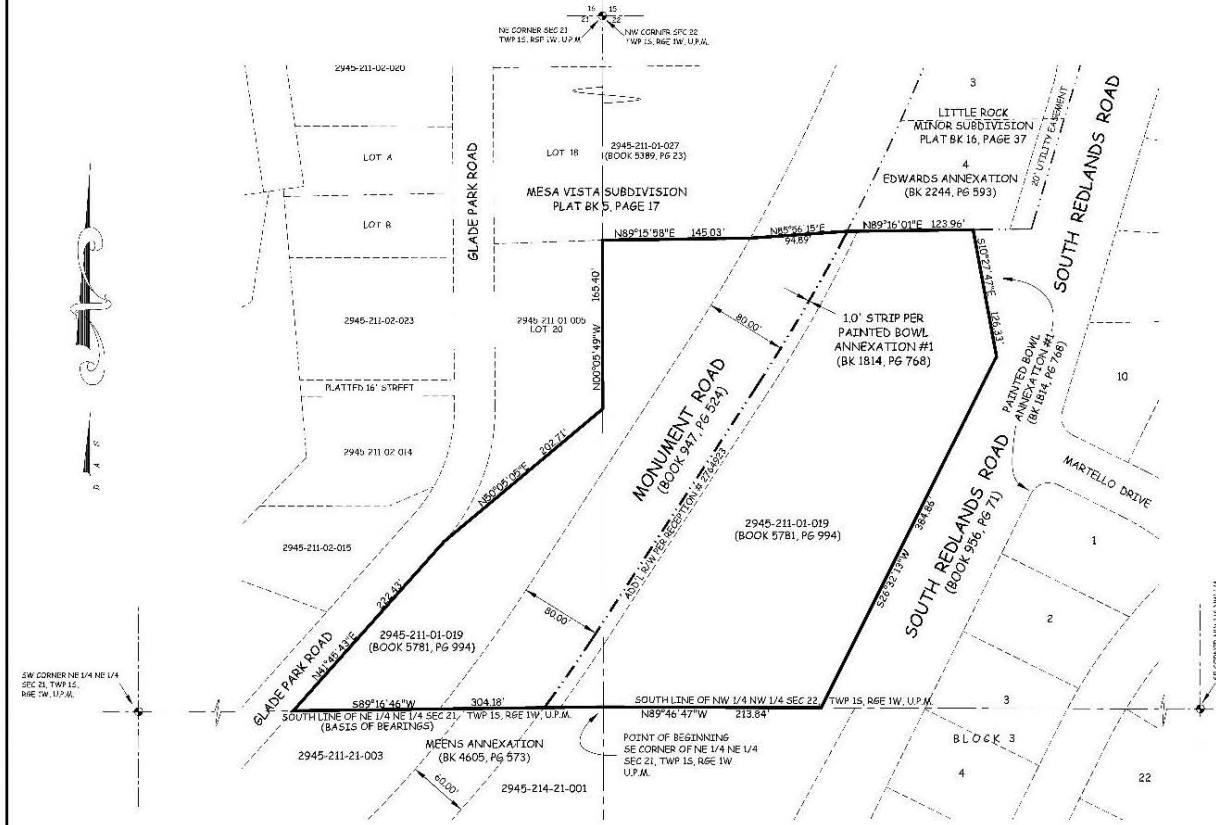


LOCATION MAP NOT TO SCALE

DESCRIPTION

A certain parcel of land lying in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 21, Township 1 South, Range 1 West of the Ute Principal Meridian and the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section 22, Township 1 South, Range 1 West of the Ute Principal Meridian and being more particularly described as follows:

BEGINNING at the Southeast corner of the NE 1/4 NE 1/4 of said Section 21 and assuming the South line of the NE 1/4 NE 1/4 of said Section 21 bears S 89°16'46" W with all other bearings contained herein being relative thereto; thence from said Point of Beginning, S 89°16'46" W along the South line of the NE 1/4 NE 1/4 of said Section 21, a distance of 304.18 feet, more or less, to a point on the East right of way for Glade Park Road, as same is described on the plat of Mesa Vista Subdivision, as same is recorded in Plat Book 5, Page 17, Public Records of Mesa County, Colorado; thence N 41°45'43" E, along said East right of way, a distance of 222.43 feet, more or less, to a point being the Southeast corner of Lot 20 of said Mesa Vista Subdivision; thence N 50°05'09" E, along the South line of said Lot 20, a distance of 202.71 feet to a point being the Southeast corner of said Lot 20 and lying on the East line of the NE 1/4 NE 1/4 of said Section 21; thence N 00°05'49" W, along said East line, a distance of 165.40 feet, more or less, to a point being the Northeast corner of said Lot 20; thence N 89°15'58" E, along the South line of that certain property described in Book 5389, Page 23 and the North line of that certain parcel of land described in Book 5781, Page 994, all in the Public Records of Mesa County, Colorado, a distance of 145.03 feet to a point on the West right of way for Monument Road, as same is described in Plat Book 16, Page 37, Public Records of Mesa County, Colorado; thence N 89°16'01" E, along the South line of said Lot 4, a distance of 123.96 feet, more or less, to a point on the West right of way for South Redlands Road, as same is described in Book 996, Page 71, Public Records of Mesa County, Colorado; thence S 26°32'13" W, along said West right of way, a distance of 384.86 feet, more or less, to a point on the South line of the NW 1/4 NW 1/4 of said Section 22; thence N 89°46'47" W, along said South line, a distance of 213.84 feet, more or less, to the Point of Beginning.

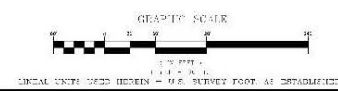


AKKA OF ANNEXATION

ACCORDION FORMED	43826.72
CONTROLLED DISTANCE	43827.72
ADJ. & ADJ. DIST.	43828.72
ADJ. & ADJ. DIST.	43829.72

LEGEND

ADJ. & ADJ. DIST.	43826.72
ADJ. & ADJ. DIST.	43827.72
ADJ. & ADJ. DIST.	43828.72
ADJ. & ADJ. DIST.	43829.72



ORDINANCE NO. 2024-001
EFFECTIVE DATE 07-23-2024
THIS IS NOT A BOUNDARY SURVEY

PRINCIPALITY

Professional Land Surveyor for the City of Grand Junction

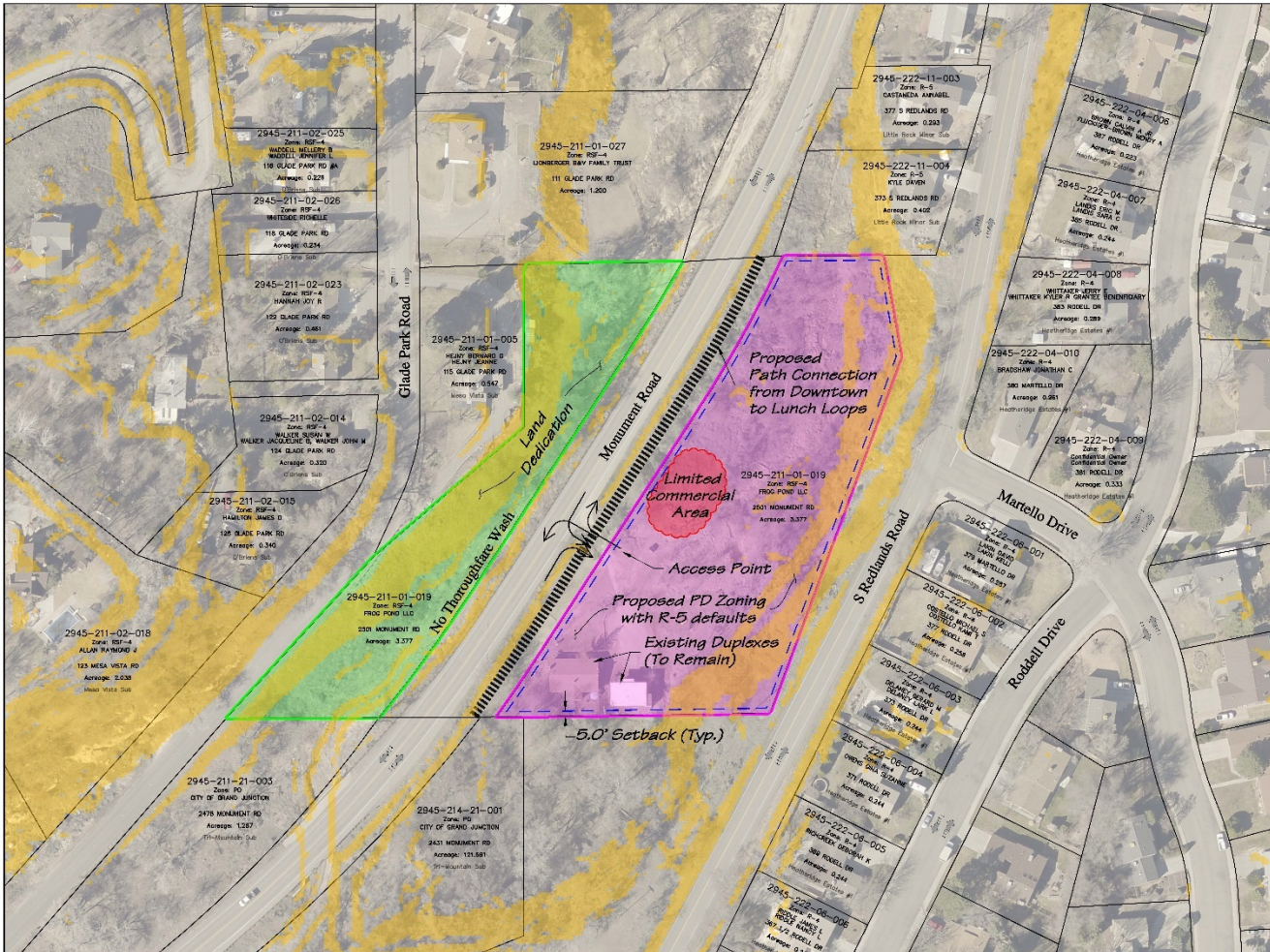
NOTES:
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. ALL BEARINGS ARE TRUE BEARINGS.
3. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED.
4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE UNLESS OTHERWISE NOTED.

DRAWN BY	P.T.K.	DATE	07-23-2024
DESIGNED BY		DATE	
CHECKED BY	P.T.K.	DATE	
APPROVED BY		DATE	



PUBLIC WORKS
ENGINEERING DIVISION
SURVEY DEPARTMENT

FROG POND ANNEXATION



Parcel 2945-211-01-019 Breakdown (Sq Ft)

East Lot	100,830.02	68.7%
West Lot	14,970.05	11.1%
Total sq. Footage:	115,800.07	100.0%

Proposed Layout (Sq Ft)

Limited Commercial Use Max Acreage:	14,876.10	12.8%
Open Space	14,970.05	13.3%

*Area to include building footprint & parking spaces

- LEGEND**
- Zone PD with R-5 Default Zone (Overlay - See Note 1)**
 - Business Residences
 - Single Family (Attached & Detached)
 - Duplex/Trio Family
 - Multi-Family
 - Office
 - Drive Occupant on
 - Mixed Commercial
 - Short Term Rentals
 - Land Dedication (ORAS of Special Use Acreage)**
 - Wetland Protection
 - Shading Mitigation
 - Wildlife Corridor
 - Limited Commercial Uses (Allowed) (up to 10% of land area)**
 - Office
 - Restaurant/Coffee Shop (no drive thru)
 - Food Truck
 - Joyride
 - Bike Shop / Bike Rentals
 - Fitness Studio
 - Tandem Services
 - Limited Commercial Uses (Restricted)**
 - Drive Thru
 - Car Station
 - Car Wash
 - Automotive Repair / Service
 - Slopes > 30%
 - Proposed Trail
 - Perimeter Setback
 - Property Lines
 - Traffic Flow Direction
 - Traffic Movement

Proposed Zone Dimensional Standards

Default Zoning District	Min. Lot Size Area (sq ft)	Min. Setback (ft)	Front	Side	Rear	Max Lot Coverage	Max Lot Height
R-5	N/A	N/A	5	5	5	N/A	40

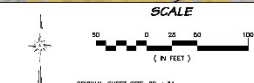
- General Notes**
- The Applicant is requesting to rezone the property from R5-1 to a zoning of PD Planned Development, with the underlying zoning of R-5 (Residential S).
 - All development plans will require approval by the City of Grand Junction Community Development Department. All development plans will need to conform to the proposed zone dimensional standards.
 - The Applicant is requesting the following deviations from the underlying R-5 Zoning:
 - No minimum lot size.
 - No minimum lot width.
 - 5' Front, Rear, and Side setbacks.
 - Allowance of 10% limited commercial use.
 - Verify landscape buffer requirement to a minimum 5' strip.
 - Hours of limited commercial operation from 6 a.m. to 12:30 a.m.
 - Sign economics of the R-5 zone would apply to limited commercial.
 - Mixed commercial floor area not to exceed 8,000 sq. ft. (Remove Medium lot Coverage requirement)
 - This site is located in Zone X on FEMA map page 0807700812F.
 - Wetlands will be delineated prior to final planning.
 - Density allows for a range of 14-21 residential units.

ACCEPTANCE BLOCK

THIS PROJECT HAS BEEN REVIEWED AND APPROVED FOR THE CITY OF GRAND JUNCTION, COLORADO, ON THE DATE AND AT THE PLACE INDICATED BELOW.

DATE: _____ PLACE: _____

City of Grand Junction
2478 Monument Road
Grand Junction, CO 81505
Phone: 970.243.4100
www.cityofgrandjunction.com



NO.	DATE	REVISIONS DESCRIPTION	BY

FRANK BRANT

RIVER CITY CONSULTANTS

1000 West 1st Street, Suite 100
Grand Junction, CO 81505
Phone: 970.243.4100
Fax: 970.243.4871

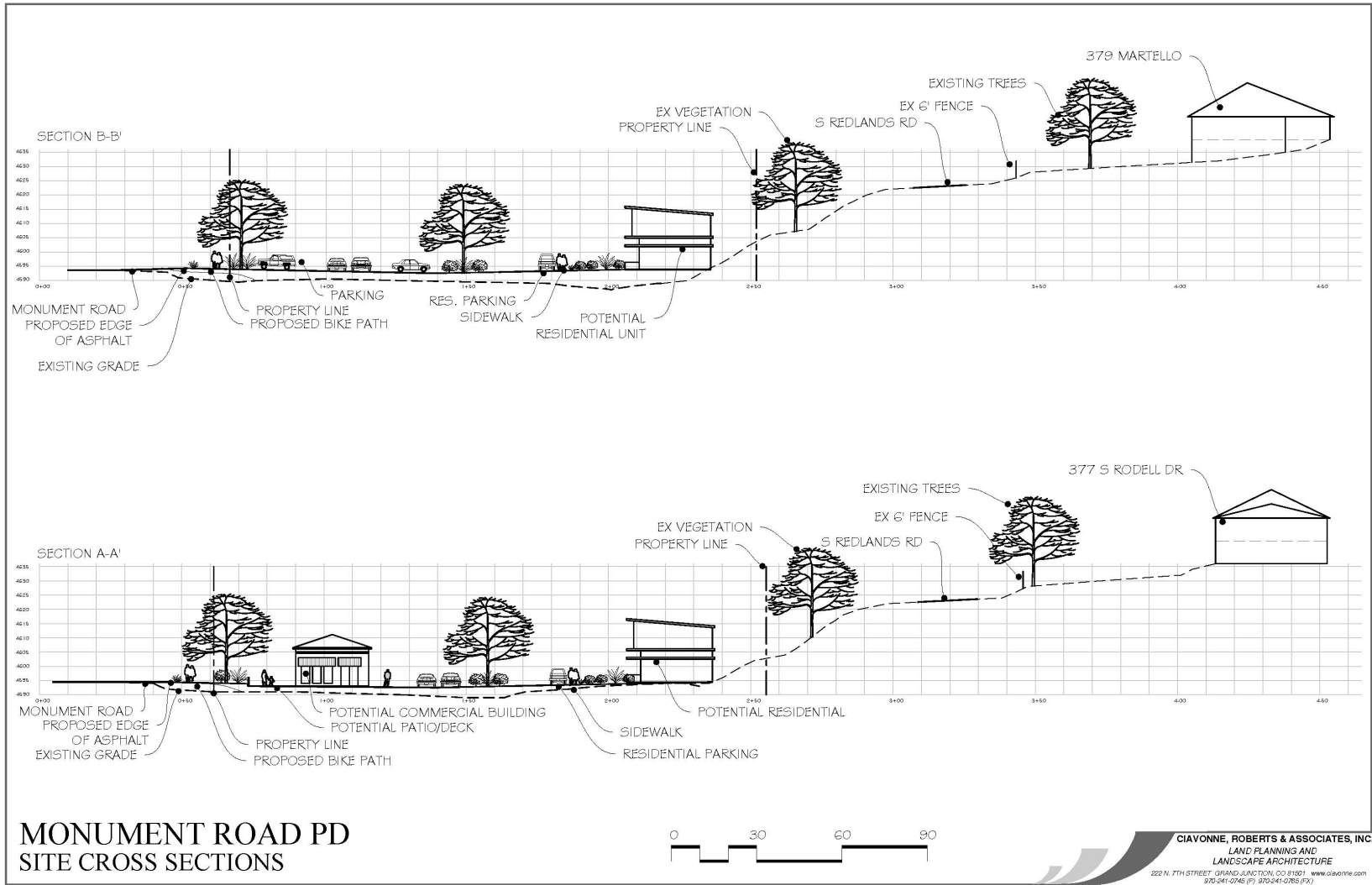
PROJECT # 2501-001 DATE SUBMITTED 04/20/2021
DRAWN BY: [Name] CHECKED BY: [Name] HONORARY: [Name] SCALE: 1" = 50'

Frog Pond LLC

2501 Monument Road

ODP Map

ODP 1



CITY OF GRAND JUNCTION, COLORADO

ORDINANCE NO. _____

AN ORDINANCE ZONING THE FROG POND ANNEXATION TO PLANNED DEVELOPMENT (PD) WITH R-5 (RESIDENTIAL, 5 DU/AC) AND CSR (COMMUNITY SERVICES AND RECREATION) DEFAULT ZONE DISTRICTS

LOCATED AT 2501 MONUMENT ROAD

Recitals

The Applicant, Frog Pond LLC, is requesting a zone of annexation to Planned Development (PD) with R-5 (Residential, 5 du/ac) and CSR (Community Services and Recreation) default zone districts, as well as the approval of an Outline Development Plan (ODP) for the Frog Pond development. The approximately 3.5 acre parcel is bisected by Monument Road, with 2.5 acres on the east side and 1 acre on the west side. The proposed plan includes mixed use development of the east parcel, including residential and limited commercial, and preservation of the west parcel as open space along No Thoroughfare Wash. The Outline Development Plan establishes specific performance standards that the development will be required to meet and conform with, as authorized by Section 21.02.150 (b) of the Zoning and Development Code. The project is located at 2501 Monument Road.

The City Council finds, after a public hearing and review of the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP), determined that it satisfies the applicable criteria of the Code and is consistent with the purpose and intent of the Comprehensive Plan.

The City Council also finds and determines that the ODP achieves substantial long-term community benefits, as required by the Zoning and Development Code, by providing the following:

- 1. Greater quality and quantity of public and/or private open space.* The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 29% of the total acreage.
- 2. Other recreational amenities.* As stated in the Applicant's General Project Report, the property owner has worked diligently with the City on the Monument Road trail. The City has obtained additional right-of-way along the frontage of this property for the trail. In addition, the property owner worked cooperatively with the City to re-establish a drainage that was key to obtaining right-of-way on adjoining properties. The Monument Road trail, scheduled for construction in 2019, will traverse the frontage of the east parcel, providing a connection from downtown to the Lunch Loops trailhead.
- 3. Protection and/or preservation of natural resources, habitat areas and natural features; and/or Public Art.* The proposal preserves the No Thoroughfare Wash

drainage as a natural area. The Wash provides for drainage and flash flood waters coming off the Colorado National Monument. The area is heavily vegetated and provides habitat for a variety of species.

The City Council finds that a PD zone district with default zones of R-5 and CSR and with the deviations and standards established in the ODP, is consistent and conforms with

- 1) the Comprehensive Plan, Grand Junction Circulation Plan and other adopted plans and policies; and
- 2) the rezoning criteria provided in GJMC 21.02.140;
- 3) the planned development requirements of Section 21.05.040(f);
- 4) the applicable corridor guidelines and other overly districts.

The City Council also finds that such PD zoning provides the following:

- 5) public services and facilities that are adequate for and concurrent with the projected impacts of the development;
- 6) circulation and access adequate to serve all development pods/areas to be developed;
- 7) appropriate screening and buffering of adjacent property;
- 8) an appropriate range for density for the entire property or for each pod/area to be developed;
- 9) an appropriate set of "default" or minimum standards for the entire property or for each development pod/area to be developed;
- 10) an appropriate phasing or development schedule for the entire property or for each development pod/area to be developed; and
- 11) long term community benefits.

Section 21.05.040 (g) of the Code allows for deviations from the default district standards as long as community amenities are provided that are in excess of what would otherwise be required by the code. The City Council finds that the deviations from the standards of the default zones established by this ordinance are supported by the provision of the following amenities:

1. Transportation amenities including, but not limited to, trails other than required by multimodal plan, bike or pedestrian amenities or transit oriented improvements, including school and transit bus shelter;

The Applicant worked cooperatively with the City prior to project submittal on establishing the alignment and providing the right-of-way for the Monument Road trail.

2. Open space, agricultural land reservation or land dedication of 20% or greater;

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument. The proposed open space is approximately 29% of the total acreage.

3. Other amenities, in excess of minimum standards required by this Code, that the Council specifically finds provide sufficient community benefit to offset the proposed deviation.

The proposed project is a mixed use development that includes residential and limited commercial use to serve the area and trail users, while preserving the natural area on the west side of Monument Road.

After public notice and public hearing as required by the Grand Junction Zoning & Development Code, the Planning Commission reviewed the request for the proposed Zone of Annexation to Planned Development (PD) and Outline Development Plan (ODP) and determined that it satisfies the applicable criteria of the Zoning and Development Code, is consistent with the purposes, intent, goals and policies of the Comprehensive Plan, and is generally compatible with land uses located in the surrounding area, and recommended approval.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION THAT THE OUTLINE DEVELOPMENT PLAN AS A PLANNED DEVELOPMENT FOR FROG POND IS APPROVED WITH THE FOLLOWING STANDARDS AND DEFAULT ZONES:

A. This Ordinance applies to the following described property:

East Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying east of Monument Road and being more particularly described as follows:

Beginning at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto; Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 58.13 feet to the easterly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1462.39 feet;

Thence along said right of way 86.42 feet along said curve having a central angle of 3°23'09" and a chord bearing North 35°00'35" East, a distance of 86.41 feet;

Thence continuing along said right of way North 33°19'00" East, a distance of 286.84 feet;

Thence continuing along said right of way 179.96 feet along the arc of a curve to the left, having a radius of 1939.86 feet, a central angle of 5°18'55" and a chord bearing North 30°39'33" East, a distance of 179.89 feet to the south line of Little Rock Minor Subdivision as recorded at Reception Number 1819881 of the Mesa County Records;

Thence along said south line North 89°29'00" East, a distance of 124.76 feet to the westerly right of way of South Redlands Road as recorded at Reception Number 1001479 of the Mesa County records;

Thence along said westerly right of way South 9°58'12" East, a distance of 104.46 feet;

Thence continuing along said right of way South 20°18'48" West, a distance of 384.60 feet to the south line of the northwest quarter of the northwest quarter of said Section 22;

Thence along said line South 89°29'00" West, a distance of 308.12 feet to the Point of Beginning.

Containing 2.47 acres, more or less.

West Parcel

A parcel of land situated in the northeast quarter of the northeast quarter of Section 21 and in the northwest quarter of the northwest quarter of Section 22, Township 1 South, Range 1 West of the Ute Meridian, Mesa County, Colorado lying west of Monument Road and being more particularly described as follows:

Commencing at Mesa County Survey Marker 812 for the north sixteenth corner common to said Sections 21 and 22 whence a #6 rebar with 2 ½" aluminum cap stamped "A.E.S. T1S R1W S16 S15 S21 S22 2002 PLS 24320" for the north corner common to said Sections 21 and 22 bears North 00°07'00" East with all bearings herein relative thereto;

Thence along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 160.33 feet to the westerly right of way line of Monument Road as recorded in Book 947 at Page 524 or the Mesa County records;

Thence continuing along the south line of the northeast quarter of the northeast quarter of said Section 21 South 89°29'00" West a distance of 141.53 feet to the easterly right of way of Glade Park Highway as recorded on that plat of Mesa Vista subdivision recorded at Reception Number 258205 of the Mesa County records;

Thence along said right of way North 42°26'00" East, a distance of 220.31 feet to the southwesterly corner of Lot 20 of said Mesa Vista subdivision;

Thence along the southeasterly line of said Lot 20 North 49°25'00" East, a distance of 202.50 feet to the southeast corner of said Lot 20;

Thence along the east line of said Lot 20 North 00°07'00" East, a distance of 165.40 feet to the northeast corner of said Lot 20;

Thence North 89°29'00" East, a distance of 145.04 feet to the westerly right of way line of Monument Road as recorded at Reception Number 989557 of the Mesa County records at a point of cusp on a curve concave to the northwest with a radius of 1859.86 feet;

Thence along said right of way 121.11 feet along the arc of said curve, having a central angle of 3°43'52" and a chord bearing South 31°27'04" West, a distance of 121.09 feet;

Thence continuing along said right of way South 33°19'00" West, a distance of 286.84 feet;

Thence continuing along said right of way 143.53 feet along the arc of a curve to the right, having a radius of 1382.39 feet, a central angle of 5°56'56", and a chord bearing South 36°17'28" West, a distance of 143.46 feet to the Point of Beginning.

Containing 0.99 acres, more or less.

Establishment of Uses:

The proposed ODP preserves the No Thoroughfare Wash drainage, located on the west side of Monument Road, as open space. The proposed uses on the remainder of the property on the east side of Monument Road include residential uses as allowed in the R-5 zoning, including Single Family attached and detached, Duplex/Two Family, Multifamily, Civic and Home Occupation, as well up to 10% of the land area for limited commercial use, including business residence, office, restaurant/coffee shop (with no drive-through), food truck, daycare, bike shop/rentals, fitness studio and tour services. Uses specifically prohibited include drive-through business, gas station, liquor store, automotive repair/service.

Density/Intensity:

The plan proposes a range of 14-21 residential units. The Applicant is requesting a default zone of R-5, which has a minimum density of 3 units per acre and maximum density of 5 units per acre. Further, section 21.03.040(f)(2)(ii) of the Zoning and Development Code allows for the inclusion of adjacent right-of-way for purposes of calculating density on parcels smaller than five acres. Therefore, the proposal for 14-21 residential units results in a density range of 4 du/ac to 4.7 du/ac, which is within the range of the default zone requirements.

Section 21.05.040(d) of the Code specifies that mixed use developments in areas designated for residential development in the Comprehensive Plan may have up to 10 percent of the land area dedicated to nonresidential uses. The applicant is proposing that a maximum of 14,670 s.f. (10% of the total land area) be allocated for limited commercial use, to include building footprint and parking, and a maximum floor area of building to not exceed 8,000 s.f. Proposed allowed uses include office, restaurant/coffee shop (no drive thru), food truck, daycare, bike shop/bike rentals, fitness studio, tour services.

Access:

The location of the current driveway access from Monument Road to serve the existing duplex units will also serve future development. Improvements to the access and the need for a turn lane on Monument Road will be determined at the time of Preliminary/Final Plan development. Additional right-of-way along Monument Road has already been obtained to accommodate the future road section, as well as the Monument Road Trail that will be constructed by the City in 2019.

Open Space and Pedestrian Amenities:

The approximately one-acre piece of property on the west side of Monument Road contains the No Thoroughfare Wash drainage. The Applicant is proposing to dedicate

that as open space, providing a natural area for the conveyance of the runoff coming through the wash from the cliffs and canyons of the Colorado National Monument.

The Applicant has conveyed additional right-of-way adjacent to the property east of Monument Road to accommodate the Monument Road Trail that will connect downtown Grand Junction to the Lunch Loops/Tabaguache trailhead along Monument Road.

Phasing:

The Applicant is proposing to develop the project in a single phase with the ODP being valid for a period of 5 years from the approval date of this ordinance.

Default Zones:

The Default Zones shall be CSR (Community Services and Recreation) for the West parcel and R-5 (Residential, 5 du/ac) for the East parcel.

The Applicant is proposing to utilize the dimensional standards of the R-5 (Residential – 5 du/ac) zone district with cluster provisions. Section 21.03.060 of the Code allows for the reduction of the minimum lot size in an R-5 zone district to 3,000 sq. ft. with a minimum dedication of 20% open space, allowing for the use of the R-8 district bulk standards. Proposed deviations are shown in the following table:

Dimensional Standard	R-5	Cluster	Proposed ODP
Frontyard setback (Principal/Accessory):	20'/25'	20'/25'	10'
Sidyard setback (Principal/Accessory):	5'/3'	5'/3'	5'
Rearyard setback (Principal/Accessory):	25'/5'	10'/5'	5'
Maximum building height:	40'	40'	40'
Maximum Lot Coverage:	60%	70%	N/A
Minimum Lot Area:	4,000 sq. ft.	3,000 sq.ft.	N/A
Minimum Lot Width:	40'	40'	N/A

The standards for the limited commercial use of the site are as follows:

1. hours of operation from 6 a.m. to 10:30 p.m.
2. Sign standards of the R-O zone district
3. Maximum acreage of limited commercial area use of 14,670.16 s.f. (10% of total land area) to include building footprint and parking
4. Maximum floor area of limited commercial building not to exceed 8,000 s.f.

Landscaping & Fencing:

Landscaping will meet or exceed the requirements of the Code. Section 21.06.040(d) requires 14' wide street frontage landscape adjacent to the public right-of-way, except where detached walks are provided it can be 5'. The proposed Monument Road trails will be detached along this section.

Signage:

Signage for the limited commercial uses shall conform to the standards of the R-O (Residential-Office) zone district.

Should the PD and/or ODP expire, lapse or become invalid for any reason, the Property shall be fully subject to the then-applicable standards of the default zones established for each area of the Property (CSR for the West parcel and R-5 for the East parcel), without the requirement of any further action such as rezoning, by the City.

Introduced for first reading on this 7th day of November, 2018 and ordered published in pamphlet form.

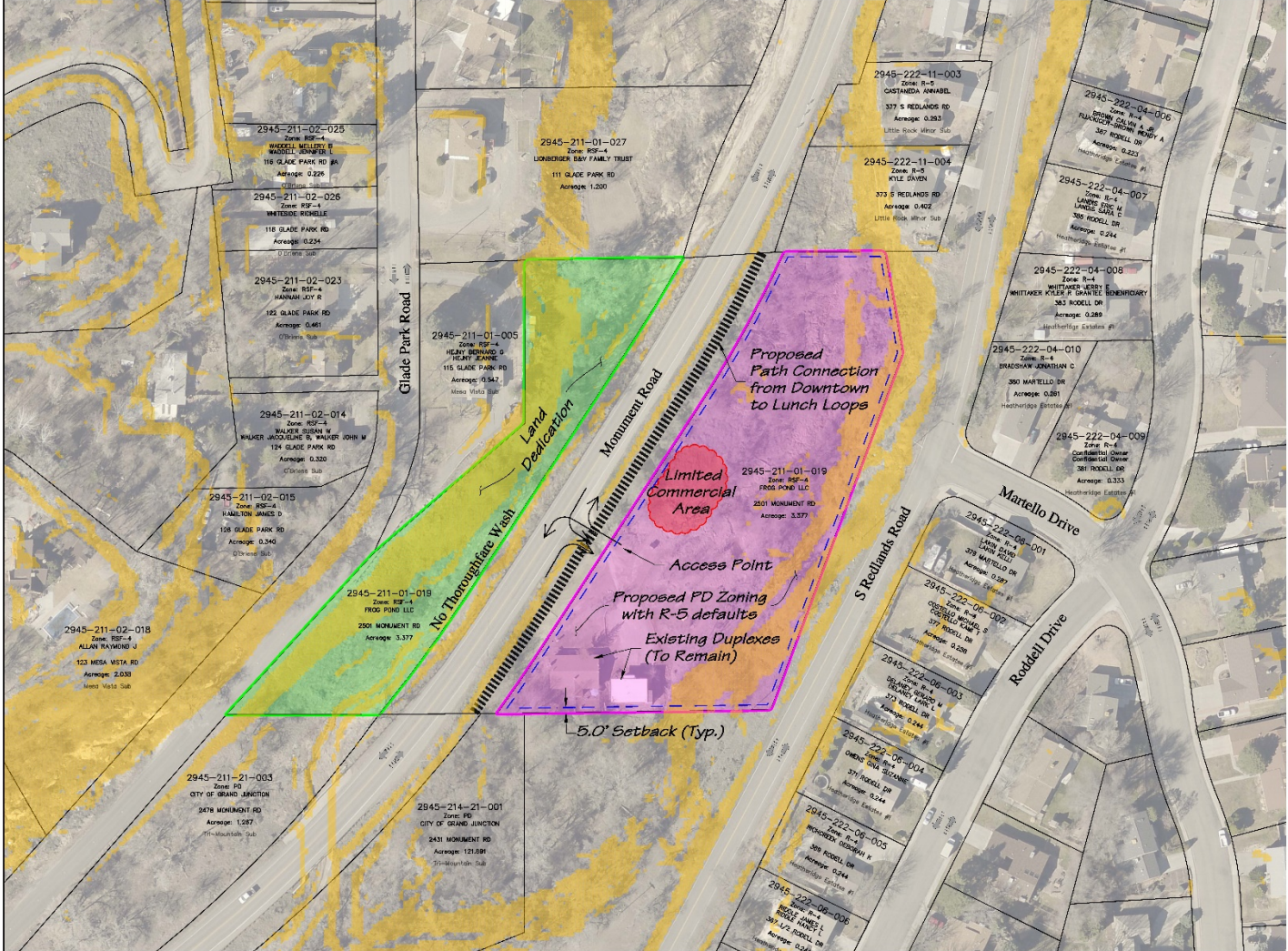
PASSED and ADOPTED this _____ day of _____, 2018 and ordered published in pamphlet form.

ATTEST:

Barbara Traylor Smith
President of City Council

Wanda Winkelmann
City Clerk

EXHIBIT A – OUTLINE DEVELOPMENT PLAN



Parcel 2845-211-01-019 Breakdown (Sq Ft)

Foot Lot	102,830.69	68.7%
Wash Lot	62,670.29	41.3%
Total Lot Acreage	145,500.97	100.0%

Proposed Layout (Sq Ft)

Limited Commercial Use Max Acreage*	14,670.18	10.0%
Open Space	45,870.95	31.5%

*Area to include building footprint & parking spaces

- LEGEND**
- Zone PD with R-5 Default Zone**
 - Business Residential
 - Single Family (Attached & Detached)
 - Duplex/Two Family
 - Multi-Family
 - Care
 - Home Occupation
 - Limited Commercial
 - Short Term Rentals
 - Land Dedication**
 (0.5% of total lot acreage)
 - Wetlands Protection
 - Wildlife Maintenance
 - Wetlands Corridor
 - Limited Commercial Uses (Allowed)**
 (up to 10% of land area)
 - Office
 - Restaurant/Coffee Shop (no drive thru)
 - Gas Truck
 - Daycare
 - Bike Shop / Bike Rentals
 - Fitness Studio
 - Tour Services
 - Limited Commercial Uses (Restricted)**
 - Drive-Thru
 - Gas Station
 - Juice Store
 - Automotive Repair / Service
 - Slopes > 30%
 - Proposed Trail
 - Perimeter Setback
 - Property Lines
 - Traffic Flow Direction
 - Traffic Movement

Proposed Zone Dimensional Standards

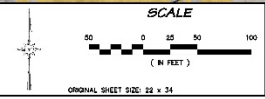
Default Zoning District	Min Lot Size Area (sq ft)	Min Lot Width (ft)	Minimum Setbacks	Max. at Front	Max. at Side	Max. at Rear	Max. height
R-5	N/A	N/A	5	5	5	V/A	<0

- General Notes**
- The Applicant is requesting a rezone of the property from R5F-4 to a zoning of P2-P or commercial development with the underlying zoning of R-5 (Residential-S).
 - All development plans will require approval by the City of Grand Junction Community Development Department. All development plans will need to conform to the proposed zone dimensional standards.
 - The Applicant is requesting the following deviations from the underlying R-5 zoning:
 - No minimum lot size.
 - No minimum lot width.
 - 5' Front, Rear, and Side setbacks.
 - Absence of 100% limited commercial use.
 - Modify landscape buffer requirement to a minimum 5' strip.
 - Hours of limited commercial operation from 6 a.m. to 10:30 p.m.
 - Sign standards of the R-5 zone would apply to limited commercial.
 - Limited commercial floor area not to exceed 8,000 sq. ft.
 - Remove Maximum Lot Coverage requirement.
 - The site is located in Zone X or "EMA" map per the 0807/038129.
 - Wetlands will be detected prior to final pinning.
 - Density allows for a range of 14-21 residential units.

ADJACENT BLOCK

2845-211-01-019
 2501 Monument Road
 Frog Pond LLC
 970-233-1111

City of Grand Junction
 Planning & Development
 200 W. Main Street
 Grand Junction, CO 81501
 970-233-1111



NO.	DATE	DESCRIPTION	BY

PRELIMINARY

RIVER CITY CONSULTANTS

1440 River Street, Suite 100
 Grand Junction, CO 81505
 Phone: 970-233-1111
 Fax: 970-233-1112

PROJECT # 0422-031 DATE ISSUED: 03/06/2018
 DRAWN BY: nmr FORM: F-50
 CHECKED BY: vmt

FROG POND LLC

2501 Monument Road

ODP Map

ODP 1



Grand Junction City Council

Regular Session

Item #3.a.i.

Meeting Date: November 7, 2018

Presented By: John Shaver, City Attorney

Department: City Attorney

Submitted By: John Shaver

Information

SUBJECT:

An Ordinance Describing the Functions of the Municipal Court and Continue a Public Hearing for December 5, 2018

RECOMMENDATION:

Staff recommends adoption of the ordinance.

EXECUTIVE SUMMARY:

As a home rule municipality and in accordance with the City Charter and the Colorado Constitution, the City of Grand Junction may adopt an ordinance(s) setting forth the roles, responsibilities and duties of staff associated with the operation and administration of the Municipal Court. In the interest of good governance and fully utilizing the authority of local control, staff has drafted the attached ordinance that describes the functions of the Municipal Court and defines the relationship between the other branches of the City government and the Court.

BACKGROUND OR DETAILED INFORMATION:

The complexity and cost of operating the municipal court have increased in large part attributable to changes in state laws and changes made by the Court. In 2016 the City participated in many meetings involving numerous law enforcement, judicial system and justice service agencies concerning Mesa County's application for a MacArthur Foundation grant. Among other things the grant application process was geared toward reducing the number of inmates and the number of days of incarceration of inmates.

As part of both the MacArthur Foundation grant process and the previous recommendation for an ordinance, the City evaluated its utilization of the jail and the City Attorney began an alternative sentencing pilot program modeled on State law. That program offered diversion to many first time and low level offenders. With adoption of the proposed ordinance, diversion will become a permanent alternative disposition commended to the discretion of the prosecuting attorneys.

Additionally the ordinance defines the structure and operation of the Court, a process for the appointment and evaluation of the Municipal Judges and the reporting relationships of Court staff. With those relationships clearly and well defined the City can set the future and long term operation of the Court as determined by the City Council, the Charter and the Constitution.

FISCAL IMPACT:

None directly attributable to the ordinance/its adoption.

SUGGESTED MOTION:

I move to continue the public hearing for an Ordinance to repeal and replace Chapter 2.28 of the City of Grand Junction Municipal Code describing the functions of the Municipal Code to December 5, 2018.

Attachments

1. ORD-Courtfinal 110118final2

ORDINANCE NO. ____

AN ORDINANCE TO REPEAL CHAPTER 2.28 OF THE CITY OF GRAND JUNCTION MUNICIPAL CODE AND TO REENACT CHAPTER 2.28 DESCRIBING THE FUNCTIONS OF THE MUNICIPAL COURT

RECITALS:

Article XX, Section 6 of the Colorado Constitution provides (in relevant part) that *the people of each city ... shall have the powers ... to legislate upon, provide, regulate, conduct and control, the creation of municipal courts; the definition and regulation of the jurisdiction, powers and duties thereof, and the election or appointment of the officers thereof ...* The City Charter further provides (in relevant part) that *the judge of the municipal court of the city shall have all the jurisdiction, powers, duties and limitations as provided for a municipal court by state law or by ordinance ...*

Pursuant to the authority granted by the Colorado Constitution and the City Charter, the City Council has adopted this ordinance to establish, acknowledge and affirm the necessity of the Municipal Court as a fair, independent and impartial tribunal while consistent with that authority and other applicable statutes, laws and ordinances, maintaining the court's impartiality and fostering a cooperative relationship with the executive and legislative branches of the City. With this ordinance the Council seeks to confirm the importance of the Court and the safeguarding for all parties and for the public of the Court as an evenhanded, unbiased and fair administrator of justice in the City.

The City's Municipal Code ("GJMC") presently adopts by reference Colorado law concerning many of the functions and operations of the Municipal Court, the GJMC does not fully or adequately describe the functions of the Municipal Court and its relationship with the various departments of the City. This ordinance more particularly describes the functions of the Municipal Court and amends the GJMC to fulfill the direction of the City Council for the function and performance of the Court.

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

Chapter 2.28 of the Grand Junction Municipal Code shall be repealed and reenacted. By and with the authority of Article VIII, Section 70 of the Charter of the City of Grand Junction this ordinance establishes, defines and describes the powers, duties, limitations, operations and functions of the Municipal Court. The chapter shall read as follows:

Chapter 2.28 MUNICIPAL COURT

2.28.010. Created.

A Municipal Court in and for the City is hereby created and established pursuant to the Charter and all lawful authority of the City of Grand Junction. This Chapter supersedes and replaces C.R.S. § 13-10-101, *et seq.* in its entirety, except as otherwise set forth in C.R.S. § 13-10-103.

2.28.020. Jurisdiction.

(a) The Municipal Court shall have original jurisdiction of all charges of misdemeanor and charges of civil infractions as determined by City Council arising under the Charter, code of ordinances, resolutions, rules and regulations of the City, with full power to assess and collect penalties, punish violators, abate nuisances, enforce orders of the court by remedial or punitive contempt, compel the attendance of witnesses, and to otherwise effect the responsibilities prescribed by ordinance, Charter, administrative regulation or court rule.

(b) The Municipal Court has jurisdiction and powers of an administrative hearing officer where so provided by the ordinances or resolutions of the City.

(c) The territorial jurisdiction of the Municipal Court shall be coextensive with the corporate limits of the City, and, in addition thereto, the court shall have the original jurisdiction of all cases arising under the provisions of this code and the Charter which arise on any city-owned property outside of the City limits or arise on non-city-owned property outside the corporate limits of the City, over which the City has authority to control and regulate by virtue of any law, rule, regulation, contract, deed, easement agreement, right-of-way or other publicly-acquired interest, including but not limited to the authority granted by C.R.S. 31-15-707, as amended.

2.28.030. Court of record.

(a) For purposes of hearing cases involving persons accused of violating provisions of the Charter, the code or any other ordinance or regulation of the City, the Municipal Court is a qualified court of record and shall comply with the requirements of state law for courts of record. The Municipal Court shall furnish the record of proceedings to any party wishing to appeal from a judgment of the court, acting as a court of record, for transcription at such party's sole expense. If upon application of a party the Court determines the party is indigent, the Court shall waive the cost.

(b) There shall be a verbatim record made of the proceedings and evidence at trial in the Municipal Court by either electronic recording devices or stenographic means. The costs of preparation of transcripts of the record made in the Municipal Court shall be as provided in courts of record.

2.28.040. Judges – vacancy - nomination committee.

(a) The Municipal Court shall be presided over and its functions exercised by one or more judges, including municipal judge(s) and substitute judge(s) designated by the City Council, in accordance with the Charter, as amended from time to time. City Council may designate divisions of the municipal court and authority of each.

(b) In the event of a vacancy in the office of any municipal judge of the Municipal Court, the City Council shall:

(1) If necessary to secure continuity in such office, appoint a/the substitute judge as an acting municipal judge, to serve until the completion of the designation process for the successor to such office. Such acting municipal judge shall have and exercise all the authority of a municipal judge.

(2) Appoint an *ad hoc* judicial nominating committee consisting of the City Attorney, a lay person residing in the City and the Chief Judge of the 21st Judicial District or the chief judge's designee being a judge presiding in the district.

(3) The committee shall promulgate necessary rules governing its procedure, review the applications and references presented and conduct oral interviews of qualified applicants. The City Manager shall provide any municipal facilities and City staff reasonably required to achieve the duties of the committee.

(4) The committee shall submit to the City Council the names of three qualified applicants or, if there are fewer than three qualified applicants, the name of each qualified applicant, along with their applications and any written communications the committee may provide to assist the City Council in the selection process. The committee may designate an order of preference in the names submitted.

(5) The City Council shall review the materials submitted by the committee and conduct such additional procedures, including interviews with the applicants referred by the committee, as the Council may deem appropriate and from the names of the applicants submitted by the committee, designate a municipal judge.

(6) The City Council may, in the public interest, defer designation of the municipal judge and reopen the selection process as set forth in this subsection.

2.28.050. Appointment and removal of Municipal Court judges

(a) The City Council shall appoint the municipal judge(s) who shall be licensed to practice law in the State of Colorado. A municipal judge and/or a substitute judge may be removed by the City Council at any time at the sole discretion of the Council. A municipal judge shall receive compensation as established by Council by ordinance.

(b) The City Council may appoint one (1) or more substitute municipal judges who shall act when the municipal judge is unable due to temporary absence. A substitute judge shall be paid based upon the number of court sessions served by the substitute judge at a rate established by Council.

(c) Prior to taking office, a municipal judge and all substitute judge(s) shall execute an oath to well and faithfully perform the duties of municipal judge. The oath shall include but not be limited to a pledge to uphold the Constitution of the United States, the Constitution of the State of Colorado, the Charter of the City of Grand Junction and the laws and ordinances of the City.

(d) A municipal judge and/or any substitute judge may be removed by a majority of the City Council at any time with or without cause.

(e) Judicial performance commission.

(1) There is hereby created a judicial performance commission, established for the purpose of presenting evaluation(s) and recommendation(s) to Council in regard to the reappointment of Municipal Court judge(s).

(2) The judicial performance commission shall be composed of no less than three voting members up to seven voting members who shall be appointed by a majority of all members of the City Council. The judicial performance commission shall consist of at least one resident(s) of the City who is(are) not licensed attorneys, and at least two of the members shall be licensed attorneys engaged in the practice of law who are residents of the City or maintain or regularly practice law within the City. With respect to the members who are licensed attorneys, an effort shall be made to appoint one attorney whose employment relates to criminal prosecution, and one attorney whose employment relates to the defense of criminal cases. Each member of the commission shall be appointed for individual terms of four (4) years,

(3) No member shall be related by blood or marriage within the third degree to any other member or any judge being reviewed.

(4) The powers and duties of the judicial performance commission shall be as follows:

(i) No later than the first Tuesday in September of each even numbered year or as often as requested by Council, the judicial performance commission shall submit to each judge of the Municipal Court a confidential evaluation of the judge's official performance.

(ii) No later than 20 days following the submission of an evaluation in accordance with subsection (1) of this section, any judge who so desires may submit to the judicial performance commission a written response to the commission's

evaluation of the judge, and such written response by the judge shall become a permanent attachment to the commission's evaluation of the judge.

(iii) No later than the first Monday in November of the year of evaluation, the judicial performance commission shall certify to the Council copies of all of the commission's evaluation of the official performance of the affected judge. The judicial performance commission's evaluations shall be accompanied by a confidential recommendation regarding the appointment of the judge to another term on the bench of the Municipal Court. The recommendation shall be stated as "reappoint," "do not reappoint," or "no opinion" and shall be accompanied by an explanation.

(iv) The evaluations and recommendations made by the judicial performance commission regarding the Municipal Court judges of the city shall be based solely upon the following criteria: integrity; knowledge and understanding of substantive, procedural, and evidentiary law; communication skills, preparation, attentiveness, and control over judicial proceedings; consistency and applicability of sentencing practices; docket management and prompt case disposition; administrative skills; punctuality; effectiveness in working with participants in the judicial process; and service to the legal profession and the public. The Colorado Judicial Code as may be amended and revised, from time to time (Judicial Code) shall be considered during the evaluation process. A violation of the Judicial Code shall be a basis for a "do not reappoint."

(v) The judicial performance commission shall develop techniques for the evaluation of judges in accordance with the criteria listed in subsection (iv) of this section. Such techniques shall include questionnaires or surveys of the attorneys who practice before the judge, including but not limited to court appointed counsel, the city attorney's office and the private defense attorneys, together with jurors, law enforcement officers, defendants, court personnel, and the municipal judge(s) of the Municipal Court (except in regard to the evaluation of the municipal judge[s]). Additional evaluation techniques may include, without being limited to, questionnaires and surveys of court personnel and others who have direct and continuing contact with Municipal Court judges, and consultations with state and 21st Judicial District court administrator(s) regarding evaluation criteria, techniques, and sources for judicial performance.

(f) Council retains the sole discretion to appoint, reappoint, and remove Municipal Court judges and/or adjust compensation following any evaluation(s). The creation of the judicial performance commission shall not in any fashion abridge the authority possessed by the City Council; the commission serves as an advisory body to the City Council and its evaluations shall be considered solely recommendations for the use and benefit of the City Council in Council's evaluation of the judge(s).

2.28.060. Authority - Duties of the municipal judge and clerk of the Municipal Court.

(a) A municipal judge shall have full power and authority to make and adopt local rules of procedure, in writing, for the Municipal Court, provided the rules are not inconsistent with those rules promulgated by the Colorado Supreme Court for Municipal Courts and any City ordinances. A municipal judge and any substitute judge shall have judicial powers over those causes arising under the Charter or any of the ordinances, laws, rules or regulations that come before the Municipal Court for deciding the outcome of the causes and the ascertainment and application of the remedy for each cause. In addition, the judge(s) shall have control and authority relating to the operation of the courtroom and administration of the causes, subject to any rules of procedure governing the operation and conduct of Municipal Courts promulgated by the Colorado Supreme Court and City ordinances.

(b) A municipal judge or a substitute judge shall retain the authority and responsibility for the promulgation and enforcement of all rules, procedures and proceedings pertaining to the Municipal Court arraignments, hearings, trials, and other procedures regarding a matter before the Municipal Court.

(c) There shall be a clerk of the Municipal Court which shall be a separate position with separate responsibilities from the Court Administrator and the Court Administrator's staff. The Municipal Court clerk position may be a shared position with the Court Administrator and his/her staff; however, the municipal judge shall establish the duties of the clerk of the Municipal Court in collaboration with the City Manager or his/her designee. The clerk of Municipal Court shall have the power to administer oaths and affirmations in all municipal matters in the court, and issue writs and notices, including subpoenas, summonses, and copies thereof in all cases coming within the jurisdiction of the Municipal Court. At the direction of the Municipal Judge, the clerk of Municipal Court shall be responsible for preparing all papers pertaining to the operations of the Court.

2.28.070. Colorado Code of Judicial Conduct Applicable to Municipal Judges.

The Colorado Code of Judicial Conduct as may be amended and revised, from time to time (Judicial Code) is applicable to and shall guide the conduct of all judges in and for the Municipal Court of the City of Grand Junction. The judges shall use the Judicial Code to guide them in achieving and maintaining the highest standards of judicial and personal conduct. The Judicial Code shall provide a basis for discipline for misconduct under the Judicial Code; misconduct that arises out of or under a violation(s) of the City personnel policies and/or conduct which the Council deems improper may be separately disciplined by the City Council.

2.28.080. Issuance of warrants and municipal holds.

(a) The municipal judge and any substitute judge shall be and are authorized to issue warrants for the inspection, search and nuisance abatement of premises or property by

municipal or joint City/County officials or inspectors upon proper application. Nothing in this section shall be construed to require the issuance of a warrant for emergency inspections or in any other case where warrants are not required by law. The Municipal Court may assess costs to a defendant named in any process, writ or warrant issued by it and which process or warrant was served or executed as provided by law, including the costs of service, commitment or incarceration which are incurred by the City in connection with the service or execution of such process, writ or warrant.

(b) Every warrant shall state the name of the defendant, the code section(s) and a brief description of the ordinance alleged to have been violated, the date and place of the alleged violation, that the defendant is alleged to have committed the offense, and the amount of bond, if any.

2.28.090. Court Administrator and other staff.

(a) The City Manager shall appoint a person to serve as an administrator of the Municipal Court, and any reference in this article to "Court Administrator" shall be deemed to apply to that person. The City Manager shall appoint such other staff of the Municipal Court as may be necessary to carry out efficiently the business of the court.

(b) The City Manager and his/her designee are authorized to administer and supervise the functioning and administrative operations of the Court Administrator and all subordinate personnel of the Court Administrator's office.

(c) The Municipal Court Administrator or designee shall be present during each session of the Municipal Court. The Court Administrator shall have the following powers and duties including, but not limited to, the following:

(1) Have control, management and supervision over personnel and all matters pertaining to the business of the Municipal Court, and authority to promulgate rules and regulations pertaining to the administration of the Municipal Court.

(2) Have control, management and supervision over personnel and all matters pertaining to the administration of the violations bureau.

(3) Provide financial management and control of the Municipal Court.

(4) Keep such records and reports as specifically required by law or as deemed necessary and consult with the City Attorney regarding necessary policies or regulations to ensure their care, security, accuracy and release to the public.

(5) Record all fees, fines and penalties received and pay over such to the City Financial Director and shall make a monthly accounting of all such fees, fines and penalties collected.

(6) Prepare and keep a docket for each court session. Judgments for each case may be stored electronically and be managed by the Court Administrator in accordance with then best practices.

(7) Except when otherwise provided for by ordinance or established by Council, fees for services performed by the Municipal Court shall be promulgated by the Court Administrator. The Court Administrator shall advise Council of all fees set pursuant to this section.

(8) The Court Administrator is authorized to assign for collection to any agency or agencies authorized to do business in the State of Colorado, any fines, fees, costs and surcharges which may have been assessed by the Municipal Court and which are unpaid to the city and are delinquent.

(9) Management of the Municipal Court facility including, but not limited to, security, temporary closures for public safety reasons, weather, loss of utilities, or any other emergency.

(10) The Municipal Court Administrator shall keep a register of the actions in such court, including all fees and money collected and an index thereof.

2.28.100. Violations bureau.

(a) There is established a violations bureau for the handling of violations of applicable sections of this code, ordinances and regulations of the city or parts thereof, wherein Council has authorized that penalty assessments may be prescribed. Any person who has receives any notice to appear and answer to a charge of violating any such applicable sections of this code, ordinances or regulations of the City which indicates a penalty assessment may, within the time specified in the notice of such charge, answer at the violations bureau to the charge(s) set forth in such notice by paying the penalty assessment, pleading guilty in writing to the charge(s), waiving a hearing in court and giving power of attorney to make such a plea and pay such fine in court. Delivery of the penalty assessment to the violations bureau shall be deemed acknowledgement of conviction of the alleged offense(s). Acceptance of the prescribed penalty assessment by the Court Administrator shall be deemed to be complete satisfaction for the violation. No person shall be deprived of a full and impartial hearing in court or by a jury, if otherwise entitled to a jury under this chapter or other applicable law.

(b) The Court Administrator shall establish the procedures by which a person may answer a charge of violation of a City ordinance by paying a penalty assessment, pleading guilty in writing, and waiving a hearing.

(c) The court may enter and issue an outstanding judgment warrant (OJW) against a person charged with a traffic infraction who fails to plead guilty to the offense in accordance with subsection (a) of this section and who fails to appear in the Municipal Court to answer such charge on the date and time listed on the complaint or summons

and complaint, or on the date and time such person is scheduled to appear, or for failure to comply with a court order.

(d) The penalty assessment amount shall be that established by the Council by ordinance or otherwise, or if not set by the Council then as established by the municipal judge and the schedule is then posted in a conspicuous place at the violations bureau. Traffic offenses included in the schedule for the offenses for which a penalty assessment may be issued are traffic infractions and constitute a civil matter. Penalty assessments may also be set for traffic misdemeanors if included in the fine schedule set by the municipal judge, except for reckless driving, exceeding the speed limit by more than 24 miles per hour, exhibition of speed or speed contest, and those offenses resulting in an accident causing personal injury, death, or appreciable damage to the property of another.

(e) In any action in which the commission of a penalty assessment, including but not limited to traffic infraction(s) or other civil infraction(s), and a criminal violation of this code are charged in one complaint or summons and complaint, all charges shall be returnable and the action shall be treated as one proceeding governed by the rules, statutes and ordinances applicable to municipal violations which are not penalty assessments.

(f) The fee for the OJW entered pursuant to subsection (c) shall be in an amount determined by the State of Colorado.

(g) The court shall forward the record of such judgment entered in accordance with subsection (a), including points assessed, to the Colorado Division of Motor Vehicles, pursuant to C.R.S. §§ 42-2-127(6)(a), 42-4-1709, and 42-4-1710 as amended.

2.28.110. Initiation of prosecutions - summons and complaint.

(a) The initiation of prosecutions in the Municipal Court, including the issuance of a complaint or summons and complaint, shall be in accordance with the Colorado Municipal Court Rules of Procedure (Colorado Rules). Violations of this code for which imprisonment is not a possible penalty and that are not criminal shall follow the Colorado Rules in all such cases unless those rules are clearly inapplicable.

(b) A complaint or any other action for the violation of any of the provisions of this code shall be brought in the name of "The City of Grand Junction by and on behalf of the People of the State of Colorado" as plaintiff against the person who is alleged to have violated the ordinance as defendant and shall be commenced in the manner provided by law.

(c) A complaint must require the person named as the defendant in such summons and complaint to appear in Municipal Court at a date and time certain to answer the charges of the violation.

(d) Any complaint or summons and complaint may be issued as provided in the Colorado Rules. The word "issued" shall be defined as preparation of the summons or summons and complaint by the City Attorney or any peace officer. For purposes of this code, the term "peace officer" shall include the employees and or agents of the City designated by the City Manager as peace officers empowered to initiate a prosecution. Those designated persons, however titled, shall have such enforcement powers without regard to the certification requirements of C.R.S. § 24-31-301, *et seq.* The designated persons are further authorized to issue and/or serve a summons and complaint for any violation of this code in any matter for which probable cause exists that the alleged violation has occurred by the individual being served.

2.28.120. Civil Infractions including but not limited to traffic infractions.

In any action where only civil infraction(s), including but not limited to traffic infraction(s), are alleged no jury trial is allowed and no attorney shall be appointed for the defendant, except in those instances where there is a counterpart state law which is criminal and/or punishable by imprisonment. If the City Attorney does not appear, then the officer shall offer sworn testimony to the facts concerning the alleged infraction. The defendant may then offer sworn testimony and evidence and shall answer questions, if such testimony is offered, as may be asked by the court. If the testimony of additional witnesses is offered by either side, the order of testimony and extent of questioning shall be within the discretion of the court. Upon the conclusion of such testimony and examination, the court may further examine or allow examination and rebuttal testimony and evidence as deemed appropriate. At the conclusion of all testimony and examination, the defendant or counsel shall be permitted to make a closing statement. The Colorado Rules of Evidence shall not apply in such actions. If all elements of a civil infraction are proven beyond a reasonable doubt, the court shall find the defendant guilty and enter appropriate judgment. If any element of a civil infraction is not proven beyond a reasonable doubt, the court shall dismiss the charge and enter appropriate judgment, provided, however, that the court may find the defendant guilty of a lesser included civil and/or traffic infraction, if based on the evidence offered, and enter appropriate judgment. If a defendant fails to appear for an arraignment or a trial for a civil infraction that does not have a counterpart state law which is criminal and/or punishable by imprisonment, then the court shall issue a default judgment for the charge(s). Appeal procedures shall be in accordance with Colorado Criminal Procedure Rule 37.

2.28.130. Court-appointed counsel.

(a) Any person charged before the Municipal Court who is indigent and unable to obtain legal counsel and who could be incarcerated if convicted of one or more of the violations with which charged may petition, in writing, to the court for court-appointed counsel. The City Attorney may, at any time during the prosecution, state in writing whether or not he or she will seek incarceration as part of the penalty upon conviction of an offense for which the defendant has been charged. If the City Attorney does not seek incarceration as part of such penalty, legal representation and supporting services need

not thereafter be provided for the defendant at City expense, and no such defendant shall be incarcerated if found guilty of the charge(s).

(b) Court-appointed defense counsel shall be compensated through funds made available by the City Council at the hourly rate established by the State judicial system for court-appointed counsel.

Court-appointed counsel shall only be appointed after petition by the defendant accompanied by a written sworn financial statement with the applicant attesting to the truthfulness of the information which must be sufficient to adequately advise the court that the defendant is financially unable to obtain counsel. The municipal judge shall promulgate indigent standards in writing for those desiring court-appointed counsel. The Court Administrator shall administer the process of the appointment of counsel for indigents.

(d) It shall be a misdemeanor for any person to give false information on an application for court-appointed counsel, and upon conviction of a violation, shall be punished as provided in section 1.04.090 of this code.

2.28.140. Prosecuting attorney.

(a) The City Attorney, and/or an attorney(s) appointed by the City Attorney, shall have the sole and exclusive responsibility of prosecuting all charges filed in the Municipal Court, except as set forth in section 2.28.120.

(b) To facilitate and encourage diversion of defendants from the criminal justice system when diversion may prevent defendants from committing additional criminal acts, facilitate the defendant's ability to pay restitution to victims of crime, and reduce the number of cases in the Municipal Court the City Attorney's office may operate its own diversion program.

(c) Pretrial diversion:

(1) In any case, either before or after charges are filed, the City Attorney may suspend prosecution of the offense for a period not to exceed one year.

(2) The City Attorney may agree to diversion in any case in which there exists sufficient admissible evidence to support a conviction. In determining whether an individual is appropriate for diversion, the following shall be considered:

- (i) The nature of the crime charged and the circumstances surrounding it;
- (ii) Any special characteristics or circumstances of the defendant;
- (iii) Whether diversion is consistent with the defendant's rehabilitation and reintegration; and
- (iv) Whether the public interest will be best served by diverting the individual from prosecution.

(3) Before entering into a pretrial diversion agreement, the City Attorney may require a defendant to provide information regarding prior criminal charges, education and work experience, family, residence in the community, and other information relating to the diversion program. The defendant shall not be denied the opportunity to consult with legal counsel before consenting to diversion.

(4) Diversion agreements:

(i) All pretrial diversions shall be governed by the terms of an individualized diversion agreement signed by the defendant, the defendant's attorney if the defendant is represented by an attorney, a parent or legal guardian of the defendant if the defendant is a juvenile, and the City Attorney.

(ii) The diversion agreement shall include a written waiver of the right to a speedy trial for the period of the diversion plus the reasonable time for prosecution to be initiated once the City Attorney has determined the defendant is in default of the terms of the agreement. Upon consenting to a deferred prosecution as provided in this section, the defendant shall be deemed to waive his right to a speedy trial even if the agreement does not include a written waiver. All diversion agreements shall include a condition that the defendant not commit any criminal offense during the period of the agreement and any other conditions determined appropriate including but not limited to any penalty/requirement, except incarceration, that the municipal court could order as a possible sentence or as a part of probation, by the City Attorney and the defendant, and the defendant's parent or legal guardian of the defendant if the defendant is a juvenile. Diversion agreements may include provisions concerning payment of restitution and a diversion fee as set by City Council.

(iii) The diversion agreement may include a statement of the facts the charge is based upon as agreed to by the defendant, the defendant's attorney if represented, and the defendant's parent or legal guardian if the defendant is a juvenile. The statement is admissible as impeachment evidence against the defendant in the criminal proceedings if the defendant fails to fulfill the terms of the diversion agreement and criminal proceedings are resumed.

(iv) If the City Attorney agrees to offer diversion in lieu of further criminal proceedings and the defendant agrees to all the terms of the agreement and charge(s) are pending in the court, then the court shall be informed in writing of the agreement and all further court proceedings shall be stayed. The agreement shall not be filed with the court, except if the defendant violates a term of the agreement, then the defendant or the City Attorney may file the agreement or portion(s) of the agreement as determined necessary by the defendant or the City Attorney during the hearing of the revocation of the diversion agreement if there is a hearing.

(5) Upon the defendant's satisfactory completion of the terms of the diversion agreement, no further criminal proceedings on the original charges shall proceed. If charge(s) are pending, the City Attorney shall inform the court in writing and the charge(s) shall be dismissed by the court.

(6) If the defendant violates the conditions of the diversion agreement, the City Attorney shall provide written notice of the violation to the defendant. The City Attorney, in his or her sole discretion, may initiate revocation of a diversion agreement by the filing of a criminal complaint or if charge(s) are still pending by giving the court written notice of intent to proceed with prosecution. The defendant may, within fourteen days after the first court appearance following such a filing, request a hearing to contest whether a violation occurred. The City Attorney has the burden by a preponderance of the evidence to show that a violation has in fact occurred. If the court finds a violation has occurred, or a hearing is not requested, the prosecution may continue. If the court finds the City Attorney has not proven a violation, the court shall dismiss the criminal case without prejudice and return the defendant to the City Attorney for supervision of the defendant until defendant successfully completes the terms of the agreement.

(7) If a defendant is prosecuted following a violation of a diversion agreement, a factual statement included within the diversion agreement is admissible as impeachment evidence. Any other information concerning diversion, including participation in the diversion agreement, including an evaluation performed pursuant to the terms of a diversion agreement, or statements made to treatment providers during the diversion, shall not be admitted into evidence at trial for any purpose.

(d) Plea discussions and plea agreements:

(1) Where it appears that the effective administration of criminal justice will be served, the prosecuting attorney may engage in plea discussions for the purpose of reaching a plea agreement. The prosecuting attorney should engage in plea discussions or reach plea agreements with the defendant only through or in the presence of defense counsel, except where the defendant has refused or is not otherwise eligible for appointment of counsel and has not retained counsel, and in the presence of a parent or legal guardian if the defendant is a juvenile.

(2) In plea agreements, the prosecuting attorney may agree to diversion or deferred sentencing. Pursuant to a plea agreement, the prosecuting attorney may agree to make or not to oppose favorable recommendations concerning the sentence to be imposed, may agree to dismiss a charge or not to prosecute other potential charges, and/or consent to deferred sentencing if the defendant enters a plea of guilty or no contest.

(3) The trial judge shall not participate in plea negotiations.

(4) When a plea of guilty or no contest is tendered or received as a result of a plea agreement, the trial judge should give the agreement due consideration, but, notwithstanding its existence, the trial judge should reach an independent decision on whether to accept charge or sentence concessions as contained in the plea agreement.

2.28.150. Sentencing.

(a) The court shall not exceed the fine or incarceration limitations established by ordinance. Any person convicted of violating a municipal ordinance may be fined and incarcerated in accordance with section 1.04.090 of this code or as otherwise specified in the appropriate code section for each violation. Any other provision of the law to the contrary notwithstanding, the court may suspend all or any portion of the sentence or fine of any violator and place the defendant on probation for a period not to exceed one year.

(b) The court is empowered to assess costs, as set forth in section 2.28.160 against any defendant who pleads guilty or nolo contendere or who enters into a plea agreement or who, after trial, is found guilty of an ordinance violation.

(c) Notwithstanding any provision of law to the contrary, the court has the authority to order a child under eighteen years of age confined in a juvenile detention facility operated or contracted by the department of human services or a temporary holding facility operated by or under contract with the City for failure to comply with a lawful order of the court. Any confinement of a child for contempt of Municipal Court shall not exceed 48 hours.

(d) Notwithstanding any other provision of law, a child, as defined in section 19-1-103 (18), C.R.S. and as amended, arrested for an alleged violation of this code, convicted of violating this code or probation conditions imposed by the court, or found in contempt of court in connection with a violation or alleged violation of this code shall not be confined in a jail, lockup, or other place used for the confinement of adult offenders but may be held in a juvenile detention facility operated by or under contract with the department of human services or a temporary holding facility operated by or under contract with the City that shall receive and provide care for such child. The court may impose penalties for violation of probation conditions imposed by such court or for contempt of court in connection with a violation or alleged violation of the code may confine a child pursuant to section 19-2-508, C.R.S., for up to 48 hours in a juvenile detention facility operated by or under contract with the department of human services.

(e) Whenever the court imposes a fine for a violation of this code, if the person who committed the offense is unable to pay the fine or any costs at the time the court enters its order in the matter, or the defendant fails to pay any fine or costs imposed for the commission of such offense, in order to guarantee the payment of such fine or costs, the court may compel collection of the fine in the manner provided in section 18-1.3-506, C.R.S. and as amended.

(f) Pursuant to the federal act, as defined in section 25-8-103(8), C.R.S., the court may provide such relief and impose such penalties as are required by such federal act and its implementing regulations for such programs.

(g) Deferred sentencing:

(1) In any case in which the defendant has entered a plea of guilty or nolo contendere, the court accepting the plea has the power, with the written consent of the defendant, the defendant's attorney of record, the defendant's parent or legal guardian if the defendant is a juvenile and the City Attorney, to continue the case for the purpose of entering judgment and sentence upon the plea of guilty or nolo contendere for a period not to exceed one year for a misdemeanor or traffic offense. The period shall begin to run from the date that the court continues the case.

(2) Prior to entry of a plea of guilty or nolo contendere to be followed by deferred judgment and sentence, the City Attorney, in the course of plea discussions is authorized to enter into a written stipulation, to be signed by the defendant, the defendant's attorney of record, the defendant's parent and/or legal guardian if the defendant is a juvenile and the City Attorney, under which the defendant is obligated to adhere to such stipulation.

(3) The conditions imposed in the stipulation shall be similar in all respects to conditions permitted as part of probation. In addition, the stipulation may require the defendant to perform community or charitable work service projects or make donations thereto. Upon full compliance with such conditions by the defendant, the plea(s) previously entered shall be withdrawn and the charge(s) upon which the judgment and sentence of the court was deferred shall be dismissed with prejudice.

(4) The stipulation shall specifically provide that, upon a breach by the defendant of any condition regulating the conduct of the defendant, the court shall enter judgment and impose sentence upon the previously entered plea(s).

(5) When, as a condition of the deferred sentence, the court orders the defendant to make restitution, evidence of failure to pay the restitution shall constitute prima facie evidence of a violation.

(6) Application for entry of judgment and imposition of sentence may be made by the City Attorney at any time within the term of the deferred judgment or within thirty-five days thereafter. Whether a breach of condition has occurred shall be determined by the court without a jury upon application of the City Attorney and upon notice of hearing thereon of not less than seven days to the defendant. The burden of proof at the hearing shall be by a preponderance of the evidence, except when the condition violated is a new violation which shall be proven beyond a reasonable doubt. The procedural safeguards required in a revocation of probation hearing shall apply.

(7) When a defendant signs a stipulation by which it is provided that judgment and sentence shall be deferred for a time certain, he or she thereby waives all rights to a speedy trial.

(8) A warrant for the arrest of any defendant for breach of a condition of a deferred sentence may be issued by the court upon the verified complaint of any person, establishing to the satisfaction of the court probable cause to believe that a condition of the deferred sentence has been violated and that the arrest of the defendant is reasonably necessary.

2.28.160. Costs assessed and surcharges.

(a) In any matter as to which the Municipal Court has jurisdiction, the municipal judge and any substitute judge(s) may assess, impose and levy against any defendant who pleads guilty or nolo contendere or who enters into a plea agreement or who, after trial, is found guilty of an ordinance violation the following costs, fees and surcharges (collectively referred to as "Court costs" or "costs") as appropriate and in the interest of justice.

(b) The Court Administrator shall prepare and maintain a schedule of court costs. If court costs are assessed, the costs shall be assessed according to the schedule.

(c) The court may assess costs as follows against any defendant:

(1) Who is convicted of an offense.

(2) Who fails to appear for a scheduled arraignment, hearing or trial.

(3) Who is held in contempt of court.

(4) Who accepts a deferred judgment or deferred prosecution.

(d) The court may assess costs against any properly subpoenaed witness whose failure to appear at trial necessitates a continuance of the trial or a dismissal of the charges.

(e) The judges shall be empowered to assess court costs, costs of prosecution, jury fees, witness fees, and any other costs reasonably associated with a matter. The Court Administrator shall also supervise the payment of the fees to the jurors and witnesses by the Clerk of the Municipal Court. Such costs, fees, and surcharges may be set by City Council by resolution or by ordinance.

(f) Where any person, association, or corporation is convicted of an offense, the court shall give judgment in favor of the City of Grand Junction and against the defendant and if the defendant is a juvenile against the juvenile's parent(s) or legal guardian for the

amount of the costs of prosecution, the amount of the cost of care, and any fine imposed. Such judgments shall be enforceable in the same manner as are civil judgments.

(g) The court costs may include, but are not limited to:

- (1) Any docket fee, surcharge or assessment established by standing order of the Court.
- (2) All jury fees, including juror fees, if applicable.
- (3) Any costs incurred of a law enforcement agency.
- (4) Any fees of the court reporter for all or any part of a transcript necessarily obtained for use in the case.
- (5) The actual costs paid to any expert witness for the City.
- (6) The witness fees and mileage paid:
 - (i) For any person required to travel more than fifty miles from the person's place of residence to the place specified in the subpoena:
 - (ii) Actual lodging expenses incurred; and
 - (iii) Actual rental car, taxi, or other transportation costs incurred;
- (7) If a person under eighteen years of age is required to appear, the amount that a parent or guardian of the person paid for transportation and lodging expenses incurred while accompanying the person.
- (8) Any fees for exemplification and copies of papers necessarily obtained for use in the case.
- (9) Any fees for interpreters required during court appearances, depositions, status conferences, during hearings/trials and/or related proceedings.
- (10) On proper motion of the prosecuting attorney and at the discretion of the court, any other reasonable and necessary costs incurred by the prosecuting attorney or the Grand Junction Police Department that are directly the result of the successful prosecution of the defendant including the costs resulting from the collection and analysis of any chemical test.
- (11) Any costs incurred by a law enforcement agency in photocopying reports, developing film, and purchasing videotape as necessary for use in the case.

(12) Any costs of participation in a diversion program if the offender unsuccessfully participated in a diversion program prior to the conviction or adjudication.

(13) Where any person is sentenced to a term of incarceration, the court shall order such person to make such payments toward the cost of care as are appropriate under the circumstances. "Cost of care" shall mean the cost to the department and/or City for providing room, board, clothing, medical care, and other normal living expenses for an offender confined to a jail or correctional facility, or any costs associated with maintaining an offender in a home detention program.

(14) Cost of insurance for useful public service. The City shall determine whether separately or by or through a separate agency and the defendant shall pay for the cost of insurance when ordered as required as part of sentencing by a judge to perform useful public service.

(15) Surcharges established by resolution or ordinance of the City Council.

(16) The fees and costs authorized hereby may be increased by adoption of a resolution by a majority of the City Council then considering the same. Increases may be at a rate and frequency as determined proper by the City Council considering the same.

2.28.170 Jury trials.

(a) In all trials before the Municipal Court in cases arising under this code, trial shall be to the court, unless the defendant is entitled to a jury trial under the Constitution of the State or of the United States, general laws of the State, or the Charter or this code or ordinances of the City, in which case the defendant shall have a jury if, within 21 days after entry of a plea, the defendant files with the court a written jury demand and tenders to the court a jury fee in an amount set forth by resolution of the City Council, unless the fee is waived by the court because of the indigency of the defendant. A defendant who fails to file with the court the written jury demand, as provided in this section, waives the right to a jury trial. When a jury trial is granted, the jury shall consist of three jurors unless a greater number, not to exceed six, is requested by the defendant in the jury demand.

(b) The jury commissioner of the Municipal Court shall be the Court Administrator. The Court Administrator may designate deputy jury commissioner(s) who shall have the same powers as the jury commissioner when the jury commissioner is absent.

(c) The City Clerk and the City Clerk's staff shall give the jury commissioner access to all books, records and papers in their respective offices and shall render all assistance within their power to enable the jury commissioner to procure the names of all persons in the City qualified to serve as jurors.

(d) Qualifications and exemptions of jurors shall be the same as provided in C.R.S. §§ 13-71-105 and 13-71-119 and as amended.

(e) A jury summons shall be served by the jury commissioner and shall be either personally served to the usual place of abode or post office box of the prospective juror. Service is also valid if the juror named has signed a waiver of personal service. The jury summons shall be served at least five days before the day on which the jurors are required to appear; provided, however, that the judge of the Municipal Court may, in the judge's discretion, order the jury commissioner to certify a list to the Chief of Police for personal service to be made by a police officer or an officer of the City. The failure to return undelivered mail by the post office shall be prima facie evidence of service of the summons upon the juror named in the summons.

(f) The Municipal Court has the power to cause a jury to be summoned by open venire as is provided by law.

(g) Jurors shall be paid a sum per day for actual jury service and a sum for each day of service on the jury panel alone as determined by City Council by resolution.

2.28.180. Complicity - Legal accountability as principal.

(a) A person is legally accountable as a principal for the behavior of another constituting a violation of this code if, with intent to promote or facilitate the commission of such offense, that person aids, abets, advises, counsels or directs the other person in planning or committing the offense.

(a) It shall be an affirmative defense to a charge against a defendant based on accountability through complicity if, prior to the commission of the violation, the defendant terminated effort to promote or facilitate its commission and either gave timely warning to law enforcement authorities or gave timely warning to the intended victim.

2.28.190. Attempt.

(a) A person may be charged and/or convicted with an attempted violation if, acting with the kind of culpability otherwise required for the commission of a violation under this code, that person engages in conduct constituting a substantial step toward the commission of the offense. A substantial step is any conduct, whether act, omission or possession, which is strongly corroborative of the firmness of the actor's purpose to complete the commission of the offense. Factual or legal impossibility of committing the offense is not a defense if the offense could have been committed, had the attendant circumstances been as the actor believed them to be, nor is it a defense that the crime attempted was actually perpetrated by the accused.

(b) A person who engages in conduct intending to aid another to commit an offense commits criminal attempt if the conduct would establish complicity under section

2.28.180 were the offense committed by the other person, even if the other is not guilty of committing or attempting the offense.

(c) It is an affirmative defense to a charge under this section that the defendant abandoned effort to commit the crime or otherwise prevented its commission, under circumstances manifesting the complete and voluntary renunciation of criminal intent. Renunciation and abandonment are not voluntary and complete so as to be a defense to prosecution under this section if they are motivated in whole or in part by:

(1) A belief that a circumstance exists which increases the probability of detection or apprehension of the defendant or another or which makes more difficult the consummation of the crime; or

(2) A decision to postpone the crime until another time or to substitute another victim or another but similar objective.

(d) A person found guilty of an attempted violation shall be punished upon conviction with the same penalties applicable to the principal offense.

Introduced on first reading the 7th day of November 2018 and ordered published in pamphlet form.

Adopted on second reading this ____ day of December 2018 and ordered published in pamphlet form.

ATTEST:

Barbara Traylor Smith
Mayor

Wanda Winkelmann
City Clerk



Grand Junction City Council

Regular Session

Item #4.a.

Meeting Date: November 7, 2018

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam, DDA Executive Director

Information

SUBJECT:

New Outdoor Dining Lease for Candy Time Shoppe, Inc., Located at 510 Main Street

RECOMMENDATION:

Staff recommends adoption of the proposed resolution to lease a portion of the sidewalk right-of-way located in front of 510 Main Street.

EXECUTIVE SUMMARY:

The Candy Time Shoppe, Inc. is requesting a first-time Outdoor Dining Lease as they are moving to 510 Main Street.

BACKGROUND OR DETAILED INFORMATION:

There is not a completed outdoor dining lease yet so attached is a blank version of the Outdoor Dining Lease for reference. The lease is expected to begin in November and will consist of a couple tables and chairs outside with no gating.

FISCAL IMPACT:

There is no fiscal impact to the City.

SUGGESTED MOTION:

I move to adopt Resolution No. 71-18 - a Resolution authorizing the lease of sidewalk right-of-way to Candy Time Shoppe, Inc., Located at 510 Main Street.

Attachments

1. Resolution for 510 Main Street Outdoor Dining Lease
2. Outdoor Dining Lease Agreement 2018

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO
CANDY TIME SHOPPE, INC. LOCATED AT 510 MAIN STREET**

Recitals:

The City has negotiated an agreement for Candy Time Shoppe, Inc. to lease a portion of the sidewalk right-of-way located in front of 510 Main Street from the City for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to Candy Time Shoppe, 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 abutting 510 Main Street for an initial term commencing November 1, 2018 and terminating November 1, 2019 to Candy Time Shoppe, Inc.

PASSED and ADOPTED this ____ day of ____, 2018.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of this [redacted] day of [redacted], 2018, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter “City”) and, [redacted] dba [redacted] 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.

The City does hereby lease to Lessee the Premises (hereinafter “Premises”) comprising approximately [redacted] square feet of the public way located in front of and immediately across the sidewalk from [redacted]. 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.

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 [redacted], 2018. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on [redacted], 2019.

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 \$[redacted], 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 Lessees 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 Premise necessary to keep area in a clean and

sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

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 Certificates(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:

Grand Junction, CO 81501

To Agent: Downtown Development Authority
437 Colorado Avenue
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: Greg Caton, City Manager

By:

Agent: Downtown Development Authority

By: Brandon Stam, Downtown Grand Junction 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): _____

DBA (if needed): _____

Applicant / Relationship to Business: _____

Contact Phone and Email: _____

Type of Food/Beverage to be served in leased area: _____

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction: _____

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

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

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

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

Are these current:

Permits & Licenses Obtained: State Sales Tax _____

City Sales Tax _____

Liquor License _____

Restaurant/Food Service _____

Proof of Liability Insurance Coverage Provided? _____

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: _____

Date: _____

If denied, state reason:

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, _____, 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 ____ day of _____, 20__.

Signed: _____



Grand Junction City Council

Regular Session

Item #4.b.

Meeting Date: November 7, 2018

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam, DDA Executive Director

Information

SUBJECT:

New Outdoor Dining Lease for Board Fox Games, Inc., Located at 623 Main Street

RECOMMENDATION:

Staff recommends adoption of the proposed resolution to lease a portion of the sidewalk right-of-way located in front of 623 Main Street.

EXECUTIVE SUMMARY:

Board Fox Games, Inc. is requesting a first-time Outdoor Dining Lease.

BACKGROUND OR DETAILED INFORMATION:

There is not a completed outdoor dining lease yet so attached is a blank version of the Outdoor Dining Lease for reference. The lease is expected to begin in November and will consist of a couple tables and chairs outside with no gating.

FISCAL IMPACT:

There is no fiscal impact to the City.

SUGGESTED MOTION:

I move to adopt Resolution No. 72-18 - a Resolution authorizing the lease of sidewalk right-of-way to Board Fox Games, Inc., Located at 623 Main Street.

Attachments

1. Resolution for 623 Main Street Outdoor Dining Lease

2. Outdoor Dining Lease Agreement 2018

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO
BOARD FOX GAMES, INC. LOCATED AT 623 MAIN STREET**

Recitals:

The City has negotiated an agreement for Board Fox Games, Inc. to lease a portion of the sidewalk right-of-way located in front of 623 Main Street from the City for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to Board Fox Games, 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 abutting 623 Main Street for an initial term commencing November 1, 2018 and terminating November 1, 2019 to Board Fox Games, Inc.

PASSED and ADOPTED this ____ day of ____, 2018.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made and entered into as of this [redacted] day of [redacted], 2018, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter “City”) and, [redacted] dba [redacted] 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.

The City does hereby lease to Lessee the Premises (hereinafter “Premises”) comprising approximately [redacted] square feet of the public way located in front of and immediately across the sidewalk from [redacted]. 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.

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 [redacted], 2018. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on [redacted], 2019.

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 \$[redacted], 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 Lessees 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 Premise necessary to keep area in a clean and

sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

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 Certificates(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:

Grand Junction, CO 81501

To Agent: Downtown Development Authority
437 Colorado Avenue
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: Greg Caton, City Manager

By:

Agent: Downtown Development Authority

By: Brandon Stam, Downtown Grand Junction 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): _____

DBA (if needed): _____

Applicant / Relationship to Business: _____

Contact Phone and Email: _____

Type of Food/Beverage to be served in leased area: _____

Days of Operation / Operating Hours: _____

How this operation will benefit Downtown Grand Junction: _____

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

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

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

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

Are these current:

Permits & Licenses Obtained: State Sales Tax _____

City Sales Tax _____

Liquor License _____

Restaurant/Food Service _____

Proof of Liability Insurance Coverage Provided? _____

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: _____

Date: _____

If denied, state reason:

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, _____, 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 ____ day of _____, 20__.

Signed: _____



Grand Junction City Council

Regular Session

Item #4.c.

Meeting Date: November 7, 2018

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown Development Authority

Submitted By: Brandon Stam, DDA Executive Director

Information

SUBJECT:

New Outdoor Dining Lease for Feisty Pint, Inc., Located at 359 Colorado Avenue

RECOMMENDATION:

Staff recommends adoption of the proposed resolution to lease a portion of the sidewalk right-of-way located in front of 359 Colorado Avenue.

EXECUTIVE SUMMARY:

Feisty Pint, Inc. is requesting a first-time Outdoor Dining Lease for an area directly in front of their building.

BACKGROUND OR DETAILED INFORMATION:

Attached is the dining lease for reference. The lease is expected to begin in November and will consist of a gated area with tables and chairs. Applicant is also seeking liquor license which will include outdoor dining area.

FISCAL IMPACT:

There is no fiscal impact to the City.

SUGGESTED MOTION:

I move to adopt Resolution No. 73-18 - a Resolution authorizing the lease of sidewalk right-of-way to Feisty Pint, Inc., Located at 359 Colorado Avenue.

Attachments

1. Resolution 359 Colorado Ave Outdoor Dining Lease
2. Outdoor Dining Lease - Feisty Pint

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE LEASE OF SIDEWALK RIGHT-OF-WAY TO
FEISTY PINT, INC. LOCATED AT 359 COLORADO AVENUE**

Recitals:

The City has negotiated an agreement for Feisty Pint, Inc. to lease a portion of the sidewalk right-of-way located in front of 359 Colorado Ave from the City for use as outdoor dining.

The City Council deems it necessary and appropriate that the City lease said property to Feisty Pint, 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 abutting 359 Colorado Avenue for an initial term commencing November 1, 2018 and terminating November 1, 2019 to Feisty Pint, Inc.

PASSED and ADOPTED this ____ day of ____, 2018.

President of the Council

Attest:

City Clerk

DOWNTOWN OUTDOOR DINING LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of this 18th day of October, 2018, by and between THE CITY OF GRAND JUNCTION, COLORADO, a municipal corporation, as Lessor, (hereinafter "City") and, Flattop Bar & Grill, LLC dba Feisty Pint 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 B: The City does hereby lease to Lessee the Premises (hereinafter "Premises") comprising approximately 444 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 October 18, 2018. Upon signature by all parties this Agreement supersedes all prior leases, and terminates on October 18, 2019.

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 \$444.00, 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 Lessees 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 Premise necessary to keep area in a clean and sanitary condition. Lessor reserves the right to hire a 3rd party contractor to clean the premises at the cost of the lessee.

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: Flattop Bar & Grill dba Feisty Pint
359 Colorado Ave Unit 102, 103, & 104
Grand Junction, CO 81501

To Agent: Downtown Development Authority
437 Colorado Avenue
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: Greg Caton, City Manager

By: 

Agent: Downtown Development Authority



By: Brandon Stam, Downtown Grand Junction 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): FLATTOP BAR & Grill LLC

DBA (if needed): Feisty Pint

Applicant / Relationship to Business: OWNER

Contact Phone and Email: 970-250-3122 TRABBITT@Feistypint.com

Type of Food/Beverage to be served in leased area: PUB FOOD / well drinks; BEER

Days of Operation / Operating Hours: SUN THRU SAT 11:00 AM TILL 11:00 PM

How this operation will benefit Downtown Grand Junction: IT WILL BRING MORE FOOT TRAFFIC TO THE AREA

Number of tables to be used in the leased area: 10

Number of chairs to be used in the leased area: 40

Semi-permanent or movable structures including carts, stands, signs, etc: NONE

Describe any musical or vocal presentations or effects to be used in the leased area: NONE

Are these current:

Permits & Licenses Obtained:	State Sales Tax	<u>YES</u>
	City Sales Tax	<u>YES</u>
	Liquor License	<u>YES</u>
	Restaurant/Food Service	<u>YES</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]

Date: 10/25/18

If denied, state reason: _____

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, Tim BARRITO, 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 24 day of OCT, 2018.

Signed: 



Grand Junction City Council

Regular Session

Item #5.a.

Meeting Date: November 7, 2018

Presented By: Brandon Stam, DDA Executive Director

Department: Downtown GJ Business Improvement District

Submitted By: Brandon Stam

Information

SUBJECT:

Downtown Holiday Parking Revenue Donation Request

RECOMMENDATION:

Downtown Grand Junction recommends to City Council to donate half of the revenue generated from Downtown parking meters during the holiday season (from Thanksgiving until New Year's Day) to the United Way of Mesa County.

EXECUTIVE SUMMARY:

The City of Grand Junction and Downtown Grand Junction implemented a new holiday parking pilot program in 2017 in order to encourage more activity and shopping in Downtown. All parking was enforced as usual, however 50% of the fee revenue collected from parking meters from November 24 - December 31, including the ground floor of the parking garage, was donated to United Way of Mesa County. This recommendation would continue the same approach as last year and would be implemented this holiday season between November 22 and December 31, 2018.

BACKGROUND OR DETAILED INFORMATION:

In 2017 free holiday parking was discontinued due to the impact it was having on parking spot turnover rates. The City of Grand Junction and Downtown Grand Junction held numerous public sessions with business owners and property owners Downtown to get feedback. Downtown Grand Junction requested that half the funds generated by the parking meters during the period that would have previously been free parking be donated to a local charity, with United Way of Mesa County being selected as the charity. City Council approved this request and proceeds of \$14,168 were presented to

United Way of Mesa County in February 2018.

Downtown Grand Junction will help advertise the program by installing small signs on each parking meter announcing that the City will donate a portion of the revenue collected during the holidays to United Way of Mesa County.

FISCAL IMPACT:

Based on the pilot program offered in 2017 it is estimated that approximately \$28,000 could be collected in parking meter revenues and 50% of that would then be donated to United Way.

SUGGESTED MOTION:

I move to authorize fifty percent (50%) of the fee revenue collected from parking meters, including the ground floor of the parking garage, during the Holiday Season, November 22 - December 31, 2018, be donated to United Way of Mesa County.

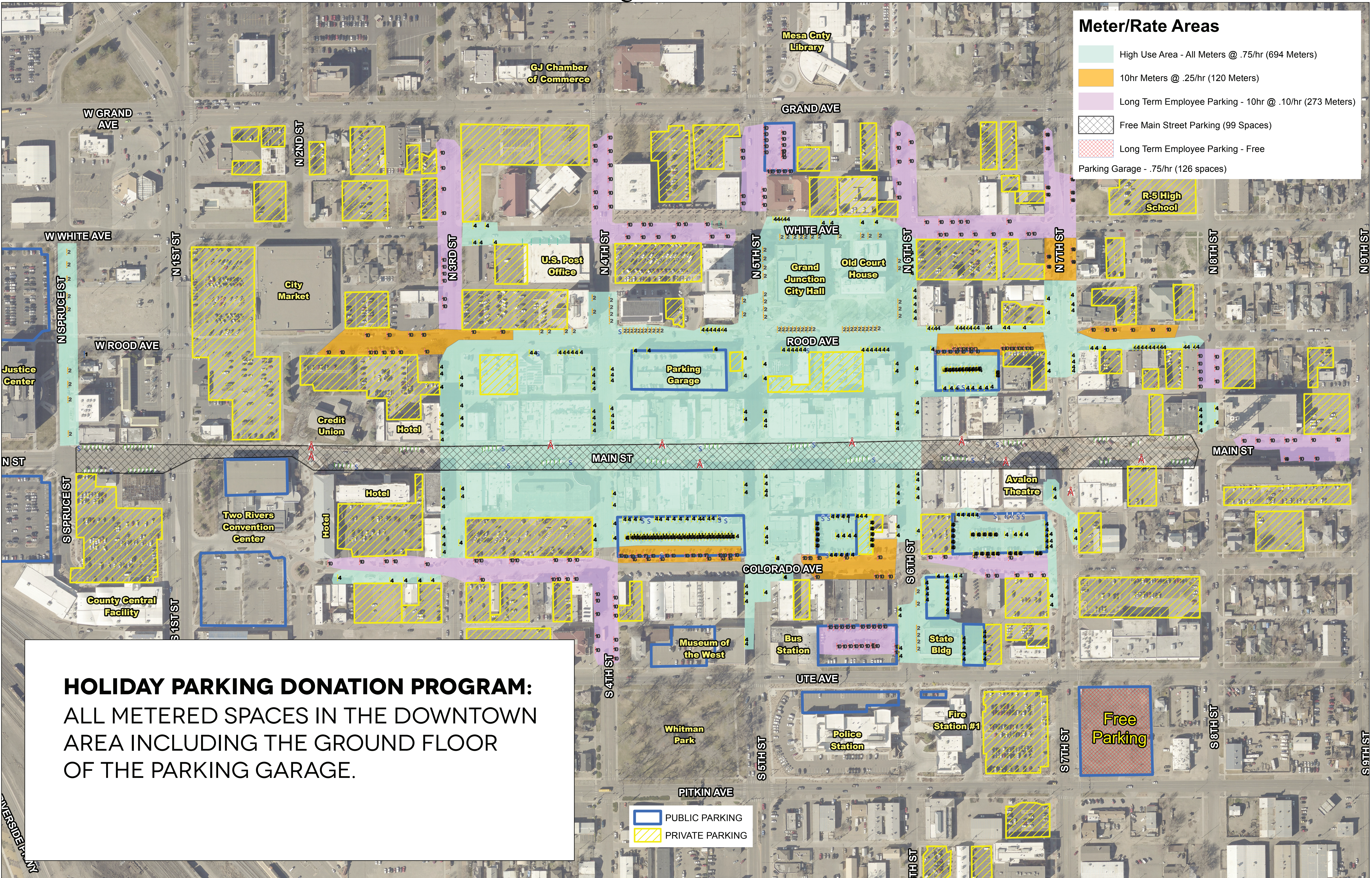
Attachments

1. Holiday Parking Map 2018

Parking Meter Rate Areas

Meter/Rate Areas

- High Use Area - All Meters @ .75/hr (694 Meters)
- 10hr Meters @ .25/hr (120 Meters)
- Long Term Employee Parking - 10hr @ .10/hr (273 Meters)
- Free Main Street Parking (99 Spaces)
- Long Term Employee Parking - Free
- Parking Garage - .75/hr (126 spaces)



HOLIDAY PARKING DONATION PROGRAM:
ALL METERED SPACES IN THE DOWNTOWN AREA INCLUDING THE GROUND FLOOR OF THE PARKING GARAGE.

PUBLIC PARKING
 PRIVATE PARKING



Grand Junction City Council

Regular Session

Item #6.a.i.

Meeting Date: November 7, 2018

Presented By: Greg Caton, City Manager, Jodi Romero, Finance Director

Department: City Manager

Submitted By: Jodi Romero, Finance Director

Information

SUBJECT:

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, 2019 and Ending December 31, 2019, Holding a Public Hearing for November 7, 2018, and Setting a Public Hearing for December 5, 2018.

RECOMMENDATION:

The 2019 Recommended Budget will be presented at this meeting and then will be open for City Council to hear public comment on the budget. Staff recommends that the budget is finalized after public comment, and be considered for adoption at the public hearing on December 5, 2018.

EXECUTIVE SUMMARY:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2019 Recommended Budget has been discussed with City Council during two budget workshops. One additional workshop is scheduled for November 5th, prior to the budget presentation and first public hearing on November 7th, 2018.

Complete documents have been provided to City Council and the public including capital projects and economic development funding detail as well as a line item budget detail by fund. The second public hearing and final adoption will be considered at the December 5th, 2018 City Council meeting.

BACKGROUND OR DETAILED INFORMATION:

The budget represents the allocation of resources to achieve the goals identified in the City of Grand Junction's Strategic Plan. The budget is developed over the course of several months and includes the projection of revenues as well as planned expenses.

The 2019 Recommended Budget has been discussed with City Council during two budget workshops. One additional workshop is scheduled for November 5th, prior to the budget presentation and first public hearing on November 7th, 2018. Complete documents have been provided to City Council and the public including capital projects and economic development funding detail as well as a line item budget detail by fund. The second public hearing and final adoption will be considered at the December 5th, 2018 City Council meeting.

The October 1st Workshop included an overview of the entire 2019 recommended budget as well as the budgets for the major operating departments of the City including Police, Fire, Parks & Recreation, Public Works, General Services, Visit Grand Junction and Water. On October 15th, the City's 2019 recommended capital budget was discussed in accordance with a 10-year capital plan. In addition, the recommended economic development budget was reviewed and discussed by City Council. On November 5th, the Downtown Development Authority, Downtown Business Improvement and Horizon Drive Business Improvement Districts will present their budget and operating plans for 2019.

Since presenting the City Manager's recommended budget on October 1st and October 15th, there have been a few changes to the budget. The Joint Sewer Fund budget was presented and discussed with the Joint Sewer Board on November 1st.

On October 15th, City Council directed staff to increase the scholarship funding to Colorado Mesa University by \$150,000 and the contribution to Western Slope Center for Children by \$25,000. An additional Grand Valley Transit route has been proposed to be funded by the City in partnership with the Airport, Horizon Drive Business Improvement District, Colorado Mesa University, the Downtown Development Authority, and GVT. The cost is \$65,000 and has been added to the GVT contribution in the economic development budget, it is covered by \$55,000 in revenue from the partners for a net impact of \$10,000 increase in expenses to the General Fund.

The internal service fee study for the Persigo Wastewater Fund was completed and the results were accepted by the Joint Sewer Board at the workshop on November 1st, 2018. Based on the recommendations, the internal service fee was less than the preliminary revenue budgeted in the General Fund, however there was also a reallocation of direct labor costs from the General Fund to the Joint Sewer Fund resulting in a net reduction to the General Fund of \$7,148.

The above described changes to the General Fund result in a surplus of \$29,946 and a projected ending fund balance of \$26.9 million.

As included in the capital plan presented on October 15th, the majority of the Two Rivers Convention Center Project and the 25 Road turn lanes were moved from 2018 to 2019, which increased the capital budget in 2019 from the original amount shown October 1st.

There could be additional revisions to the budget prior to final adoption depending on the results of the November 6th election and public input received on November 7th. The changes described above result in a total recommended budget of \$176.9 million.

The 2019 appropriation ordinance is the legal adoption of the City's budget by the City Council for the upcoming fiscal year. In accordance with the Charter, the City Manager shall prepare the annual budget and upon approval of it and the appropriation ordinance expend sums of money to pay salaries and other expenses for the operation of the City. The documentation of the proposed revenue and expenses prepared and maintained by the Finance Director in support of the budget and ordinance, including and pursuant to Article VII, Paragraph 57 regarding the setting of the City Manager's salary, are incorporated by and made part of this ordinance by this reference and City Council adoption of the same, as if fully set forth. 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 2019 recommended budget.

Attached are the following supporting budget documents:

- 1) 2019 Appropriation Ordinance
- 2) 2019 Reconciliation to Appropriation Ordinance
- 3) 2019 Recommended Budget Fund Balance Worksheet
- 4) DDA 2019 Recommended Budget Fund Balance Worksheet
- 5) 2019 Recommended Economic Development
- 6) 2019 Recommended Capital
- 7) 2019 Recommended Capital Descriptions
- 8) 2019 Certificate of Participation Supplemental Budget Information
- 9) 2019 Recommended Line Item Budget By Fund

FISCAL IMPACT:

The 2019 appropriation ordinance and budget are presented in order to ensure sufficient appropriation by fund to defray the necessary expenses of the City. The appropriation ordinances are consistent with, and as proposed for adoption, reflective of lawful and proper governmental accounting practices and are supported by the

supplementary documents incorporated by reference.

SUGGESTED MOTION:

I move to approve the proposed ordinance together with the documentation of the proposed revenue and expenses prepared in support of the budget and ordinance, all as if fully set forth, appropriating certain sums of money to defray the necessary expenses and liabilities of the City of Grand Junction, Colorado, including and pursuant to Article VII, Paragraph 57 of the City Charter, and to defray the necessary expenses and liabilities of the Downtown Development Authority for the year beginning January 1, 2019 and ending December 31, 2019 on first reading, set a public hearing for December 5, 2018 and order publication in pamphlet form.

Attachments

1. 2019 Appropriation Ordinance First Reading November 7 2018
2. 2019 Reconciliation to Appropriations Ordinance
3. 2019 Recommended Budget Fund Balance Worksheet
4. DDA 2019 Recommended Budget Fund Balance Worksheet
5. 2019 Recommended Economic Development
6. 2019 Recommended Capital
7. 2019 Recommended Capital Descriptions
8. 2019 Certificate of Participation Supplemental Budget Information
9. 2019 Recommended Line Item Budget By Fund

ORDINANCE NO. ____

THE ANNUAL APPROPRIATION ORDINANCE

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, 2019 AND ENDING DECEMBER 31, 2019

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

SECTION 1. That the following sums of money, or so much therefore as may be necessary, be and the same are hereby appropriated for the purpose of defraying the necessary expenses and liabilities, and for the purpose of establishing emergency reserves of the City of Grand Junction, for the fiscal year beginning January 1, 2019, and ending December 31, 2019, said sums to be derived from the various funds as indicated for the expenditures of:

Fund Name	Fund #	Appropriation
General Fund	100	\$ 78,381,699
Enhanced 911 Fund	101	\$ 2,874,468
Visit Grand Junction Fund	102	\$ 2,539,496
D.D.A. Operations	103	\$ 998,362
CDBG Fund	104	\$ 538,714
Parkland Expansion Fund	105	\$ 1,137,589
Conservation Trust Fund	110	\$ 981,157
Sales Tax CIP Fund	201	\$ 25,922,723
Storm Drainage Fund	202	\$ 266,000
D.D.A. Capital Improvements	203	\$ 6,062,598
Transportation Capacity Fund	207	\$ 1,973,000
Water Fund	301	\$ 12,282,658
Solid Waste Removal Fund	302	\$ 4,652,297
Two Rivers Convention Center Fund	303	\$ 7,448,304
Golf Courses Fund	305	\$ 1,909,545
Parking Authority Fund	308	\$ 669,511
Ridges Irrigation Fund	309	\$ 378,804
Information Technology Fund	401	\$ 8,870,271
Fleet and Equipment Fund	402	\$ 6,943,411
Self-Insurance Fund	404	\$ 7,434,530
Communication Center Fund	405	\$ 7,387,502
Facilities Management Fund	406	\$ 2,868,132
General Debt Service Fund	610	\$ 6,887,610
T.I.F. Debt Service	611	\$ 2,898,876
GJ Public Finance Corp Fund	614	\$ 528,675
Riverside Parkway Debt Retirement Fund	615	\$ 3,384,000
Cemetery Perpetual Care Fund	704	\$ 37,133
Joint Sewer Operations Fund	900	\$ 16,895,563

INTRODUCED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of _____, 2018.

TO BE PASSED AND ADOPTED AND ORDERED PUBLISHED IN PAMPHLET FORM this _____ day of _____, 2018

President of the Council

Attest:

City Clerk



**2019 Budget-Reconciliation of Fund Balance Worksheets to Appropriations
November 7th, 2018**

Fund #	Fund Name	Per Fund Balance Worksheets			Total 2018 Appropriations
		Total Expense	Transfers Out	Contingency Funds	
100	General	76,656,699	1,550,000	175,000	78,381,699
101	Enhanced 911 Special Revenue	-	2,874,468	-	2,874,468
102	Visit Grand Junction	2,339,496	200,000	-	2,539,496
103	D.D.A. Operations*	748,362	-	250,000	998,362
104	Community Development Block Grants	261,528	277,186	-	538,714
105	Open Space (Parkland Expansion)	-	1,137,589	-	1,137,589
110	Conservation Trust	-	981,157	-	981,157
201	Sales Tax Capital Improvements	13,481,982	12,440,741	-	25,922,723
202	Storm Drainage Improvements	266,000	-	-	266,000
203	D.D.A. Capital Improvements*	6,062,598	-	-	6,062,598
207	Transportation Capacity Improvements	1,973,000	-	-	1,973,000
301	Water	12,282,658	-	-	12,282,658
302	Solid Waste	4,472,297	180,000	-	4,652,297
303	Two Rivers Convention Center	7,448,304	-	-	7,448,304
305	Golf Courses	1,909,545	-	-	1,909,545
308	Parking	669,511	-	-	669,511
309	Irrigation Systems	378,804	-	-	378,804
401	Information Technology	8,870,271	-	-	8,870,271
402	Fleet and Equipment	6,943,411	-	-	6,943,411
404	Self Insurance	4,537,322	-	2,897,208	7,434,530
405	Communications Center	7,387,502	-	-	7,387,502
406	Facilities Management	2,728,150	-	139,982	2,868,132
610	General Deb Service	6,887,610	-	-	6,887,610
611	T.I.F. Debt Service*	1,643,737	1,255,139	-	2,898,876
614	GJ Public Finance Debt Service	528,675	-	-	528,675
615	Riverside Parkway Debt Retirement	-	3,384,000	-	3,384,000
704	Cemetery Perpetual Care	-	37,133	-	37,133
900	Joint Sewer System , Total	16,895,563	-	-	16,895,563
*per DDA Fund Balance Worksheet					

**Calendar 2019
Recommended Budget**

		11/7/2018													
		PROJECTED											Net Change in Fund		ENDING FUND
Row Labels		BEGINNING FUND	TOTAL REVENUE	LABOR	NON PERSONNEL	TOTAL OPERATING	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS	Contingency Funds	Balance	BALANCE
		BALANCES			OPERATING	EXPENSE									
General Government															
100	General Fund	27,029,419	74,797,719	48,277,516	27,792,209	76,069,725	-	586,974	76,656,699	3,438,926	1,550,000	29,946	175,000	(145,054)	26,884,365
102	Visit Grand Junction	351,045	2,451,105	744,483	1,595,013	2,339,496	-	-	2,339,496	-	200,000	(88,391)	-	(88,391)	262,654
104	CDBG Fund	103,983	466,656	-	261,528	261,528	-	-	261,528	-	277,186	(72,058)	-	(72,058)	31,925
105	Parkland Expansion Fund	795,228	367,974	-	-	-	-	-	-	-	1,137,589	(769,615)	-	(769,615)	25,613
110	Conservation Trust Fund	294,732	726,653	-	-	-	-	-	-	-	981,157	(254,504)	-	(254,504)	40,228
201	Sales Tax CIP Fund	1,722,043	17,362,743	-	345,123	345,123	-	13,136,859	13,481,982	6,894,757	12,440,741	(1,665,223)	-	(1,665,223)	56,820
202	Storm Drainage Fund	52,953	16,975	-	-	-	-	266,000	266,000	200,000	-	(49,025)	-	(49,025)	3,928
207	Transportation Capacity Fund	1,883,889	1,595,444	-	-	-	-	1,973,000	1,973,000	-	-	(377,556)	-	(377,556)	1,506,333
610	General Debt Service Fund	423	723,838	-	-	-	6,887,610	-	6,887,610	6,185,340	-	21,568	-	21,568	21,991
614	GJ Public Finance Corp Fund	9,427	300,248	-	-	-	528,675	-	528,675	230,175	-	1,748	-	1,748	11,175
615	Riverside Pkwy Debt Retirement	7,090,544	156,122	-	-	-	-	-	-	2,024,608	3,384,000	(1,203,270)	-	(1,203,270)	5,887,274
	Subtotal	39,333,686	98,965,477	49,021,999	29,993,873	79,015,872	7,416,285	15,962,833	102,394,990	18,973,806	19,970,673	(4,426,380)	175,000	(4,601,380)	34,732,305
Enterprise Operations															
301	Water Fund	6,111,731	8,719,670	2,979,393	2,511,137	5,490,530	635,128	6,157,000	12,282,658	470,000	-	(3,092,988)	-	(3,092,988)	3,018,743
302	Solid Waste Removal Fund	1,085,506	4,476,463	1,147,638	3,230,218	4,377,856	94,441	-	4,472,297	-	180,000	(175,834)	-	(175,834)	909,672
303	Two Rivers Convention Cntr Fund	30,517	6,923,746	-	428,304	428,304	-	7,020,000	7,448,304	500,000	-	(24,558)	-	(24,558)	5,959
305	Golf Courses Fund	60,005	1,895,577	907,365	853,250	1,760,615	148,930	-	1,909,545	160,000	-	146,032	-	146,032	206,037
308	Parking Authority Fund	146,519	721,555	208,129	217,615	425,744	243,767	-	669,511	-	-	52,044	-	52,044	198,563
309	Ridges Irrigation Fund	146,616	282,094	116,353	162,451	278,804	-	100,000	378,804	-	-	(96,710)	-	(96,710)	49,906
900	Joint Sewer System Fund	20,045,153	17,084,240	3,725,488	3,800,577	7,526,065	1,684,398	7,685,100	16,895,563	-	-	188,677	-	188,677	20,233,830
	Subtotal	27,626,047	40,103,345	9,084,366	11,203,552	20,287,918	2,806,664	20,962,100	44,056,682	1,130,000	180,000	(3,003,337)	-	(3,003,337)	24,622,710
Special Taxing Districts															
613	Ridges Debt Service Fund	17,185	-	-	-	-	-	-	-	-	-	-	-	-	17,185
	Subtotal	17,185	-	-	-	-	-	-	-	-	-	-	-	-	17,185
Internal Service Operations															
101	Enhanced 911 Fund	1,727,991	2,430,084	-	-	-	-	-	-	-	2,874,468	(444,384)	-	(444,384)	1,283,607
401	Information Technology Fund	2,169,939	7,456,456	2,777,399	5,363,872	8,141,271	-	729,000	8,870,271	-	-	(1,413,815)	-	(1,413,815)	756,124
402	Fleet and Equipment Fund	879,592	6,307,906	1,098,286	2,461,125	3,559,411	-	3,384,000	6,943,411	384,000	-	(251,505)	-	(251,505)	628,087
404	Self Insurance Fund	3,294,666	4,139,864	1,056,901	3,480,421	4,537,322	-	-	4,537,322	-	-	(397,458)	2,897,208	(3,294,666)	0
405	Comm Center Fund	273,874	4,775,073	4,499,673	2,253,829	6,753,502	-	634,000	7,387,502	2,374,468	-	(237,961)	-	(237,961)	35,913
406	Facilities Management Fund	276,766	2,591,366	514,225	2,213,925	2,728,150	-	-	2,728,150	200,000	-	63,216	139,982	(76,766)	200,000
	Subtotal	8,622,828	27,700,749	9,946,484	15,773,172	25,719,656	-	4,747,000	30,466,656	2,958,468	2,874,468	(2,681,907)	3,037,190	(5,719,097)	2,903,731
Total All Funds		\$ 75,599,745	\$ 166,769,571	\$ 68,052,849	\$ 56,970,597	\$ 125,023,446	\$ 10,222,949	\$ 41,671,933	\$ 176,918,328	\$ 23,062,274	\$ 23,025,141	\$ (10,111,624)	\$ 3,212,190	\$ (13,323,814)	\$ 62,275,931

Downtown Development Authority

Calendar 2019 Recommended Budget		11/7/2018													
Row Labels	PROJECTED BEGINNING FUND BALANCES	TOTAL REVENUE	LABOR	NON PERSONNEL OPERATING	TOTAL OPERATING EXPENSE	DEBT SERVICE	MAJOR CAPITAL	TOTAL EXPENSE	TRANSFERS IN	TRANSFERS OUT	NET SOURCE (USE) OF FUNDS	Contingency Funds	Net Change in Fund Balance	ENDING FUND BALANCE	
103 Downtown Development Authority	1,454,776	1,345,442	157,144	471,218	628,362	-	120,000	748,362	-	-	597,080	250,000	347,080	1,801,856	
203 DDA Capital Improv Fund	4,663,898	143,561	8,324	6,054,274	6,062,598	-	-	6,062,598	1,255,139	-	(4,663,898)	-	(4,663,898)	-	
611 DDA TIF Debt Service Fund	2,580,903	1,845,418	-	-	-	1,643,737	-	1,643,737	-	1,255,139	(1,053,458)	-	(1,053,458)	1,527,445 *	
Total All Funds	\$ 8,699,577	\$ 3,334,421	\$ 165,468	\$ 6,525,492	\$ 6,690,960	\$ 1,643,737	\$ 120,000	\$ 8,454,697	\$ 1,255,139	\$ 1,255,139	\$ (5,120,276)	\$ 250,000	\$ (5,370,276)	\$ 3,329,301	

* Debt Service Reserve is \$1.4 million



**Recommended 2019 Economic Development, Partnerships, Sponsorships, and Memberships
November 7, 2018**

ITEM REF#	PARTNER/AGENCY	USE OF FUNDS	2018 ADOPTED	2019 RECOMMENDED
1	GENERAL FUND 100 CONTRIBUTIONS AND DUES			
2	5.2.1 Drainage Authority	Dues	\$ 122,000	\$ 122,000
3	Associated Governments of Northwest Colorado	Dues	8,200	8,200
4	Club 20	Dues	4,100	4,100
5	Colorado Municipal League	Dues	45,089	46,411
6	Colorado Water Congress	Dues	5,970	5,970
7	Grand Junction Area Chamber of Commerce	Dues	6,500	6,675
8	Metropolitan Planning Organization	Dues	28,397	28,397
9	National League of Cities	Membership Fee	4,467	4,601
10	Parks Improvement Advisory Board (PIAB)	PIAB	14,000	14,000
11	Arts Commission	Art grant program funding	40,000	40,000
12	Botanical Gardens	Capital Improvements	19,650	-
13	CMU - Scholarships	Scholarship for local D51 youth	250,000	400,000
14	COPMOBA (CO Plateau Mountain Bike Trail Assoc.)	Capital towards Palisade Plunge	-	5,000
15	DDA Sales Tax Increment	General Fund Share	252,234	320,327
16	Downtown Business Improvement District	Marketing Downtown GJ	15,269	15,269
17	FRA Colorado West Branch 244	Event Sponsorship-Memorial Day Wreath Float	150	150
18	Grand Junction Centennial Band	Offset performance facility expenses/marketing expenses	2,500	2,500
19	Grand Junction Firefighters Association	Event Sponsorship-GJ Turkey Trot 5K	2,000	2,000
20	Grand Junction Housing Authority	Capital-Phase II of Village Park Development	75,000	105,000
21	Grant-a-Wish	Event Sponsorship-City park rental for fundraiser	-	500
22	Hi Five Robotics	Program Sponsorship-Robot supplies, travel costs, entry fees	-	3,000
23	Hilltop Community Resources	Capital - Bacon Campus Life Safety Upgrade	20,000	50,000
24	Hilltop Gala	Event Sponsorship for the Hilltop Gala	1,000	1,000
25	Homeless Marketing	Marketing Plan to reduce homelessness in GJ	35,000	35,000
26	HomewardBound of the Grand Valley	Operational Funding for two homeless shelters	-	-
27	HomewardBound of the Grand Valley	Capital-Complete 3rd Floor of the Pathways Family Shelter	100,000	50,000
28	HopeWest	Event Sponsorship-2019 HopeWest Gala, supports operations	5,000	5,000
29	HopeWest	Event Sponsorship-2019 Holiday Show, supports HopeWest kids	1,900	2,500
30	Marketing Plan	Marketing Plan	30,000	-
31	Mesa Land Trust (Colorado West Land Trust)	Support the development for Monument Corridor (Lunch Loop)	20,000	10,000
32	Mind Springs Health	No Submission for 2019	100,000	-
33	Museums of Western Colorado	Promotion and marketing program to attract visitors to GJ	20,000	20,000
34	Riverfront Commission	Operations-continued development of the Riverfront Trails	17,121	17,121
35	STRIVE	Capital-"Framing the Future" working & program space for STRIVE	-	102,500
36	The House (Karis, Inc.)	Capital-Tap Fees for apartment Style building for homeless youth	-	59,000
37	Western Slope Center for Children	SANE (Sexual Assault Nurse Examiner) program support	7,500	7,500
38	Western Slope Center for Children	General operating support	30,000	30,000
39	Western Slope Center for Children	Capital Campaign for new facility modifications	-	50,000
40	Vendors Fee Transfer to Visit GJ		514,519	584,612
40	TOTAL GENERAL FUND 100 CONTRIBUTIONS AND DUES		\$ 1,797,566	\$ 2,158,333
41	3/4 CENT SALES TAX FUND 201 CONTRIBUTIONS			
42	Bonsai Incentive	One year only in 2018	\$ 1,000,000	\$ -
43	Broadband Implementation	Broadband	100,000	-
44	Business Incubator	Sponsorship for incubator program/SBDC grant match funds	53,600	53,600
45	CMU - Classroom Building (15 Yrs. ending in 2027)	Building Commitment	500,000	500,000
46	Commercial Catalyst Pilot Program	Commercial Catalyst	30,000	30,000
47	DDA Sales Tax Increment	3/4 Cent Sales Tax Fund Share	94,588	120,123
48	ED Partnership (Chamber, BIC Sports Commission, GJEP)	Program Sponsorship for Economic Development Programs	370,000	369,700
49	<i>BIC</i>	<i>Maker Space/Incubator Kitchen</i>	<i>49,000</i>	<i>60,000</i>
50	<i>GJ Chamber</i>	<i>Business Expansion/Job Creation</i>	<i>30,000</i>	<i>40,000</i>
51	<i>GJEP</i>	<i>Prospect Visit/Trade show/Trade Visits/Industry Lists/</i>	<i>149,000</i>	<i>150,000</i>
52	<i>GJEP/IDI</i>	<i>Incentives for Job Creation</i>	<i>68,200</i>	<i>26,200</i>
53	<i>Sports Commission</i>	<i>Event Marketing/scouting/Seed/Bid</i>	<i>73,800</i>	<i>93,500</i>
54	Foreign Trade Zone Implementation	Funding to establish a Foreign Trade Zone	-	100,000
55	GJEP - Grand Junction Economic Partnership	Operational funding	40,000	40,000
56	GJEP Job Incentive Program	Program Sponsorship	3,400	3,400
57	Grand Junction Area Chamber of Commerce (YEA)	Program Sponsorship-Young Entrepreneurs Academy (YEA)	4,500	4,000



**Recommended 2019 Economic Development, Partnerships, Sponsorships, and Memberships
November 7, 2018**

ITEM REF#	PARTNER/AGENCY	USE OF FUNDS	2018 ADOPTED	2019 RECOMMENDED
58	Grand Valley Transit	Operations	389,886	515,000
59	Special Olympics	Event Sponsorship-Costs of Stocker Stadium & LP Pool	6,082	6,251
60	Las Colonias Final Phase and Business Park		696,834	696,834
61	Two Rivers Convention Center Improvements		258,087	258,087
62	Vendors Fee Transfer to Visit GJ		192,945	219,229
63		TOTAL 3/4 CENT SALES TAX FUND 201 CONTRIBUTIONS	\$ 3,739,922	\$ 2,916,224
64		GRAND TOTAL ECONOMIC DEVELOPMENT	\$ 5,537,488	\$ 5,074,557



**Recommended Capital Projects 2019
City Council Workshop November 7, 2018**

Line #	Ref	Department	Project Title	Cost
3/4% Sales Tax Capital Projects				
1		Street Maintenance	Street Maintenance	6,184,000
				Total Street Maintenance \$ 6,184,000
2		Community Development	Comprehensive Plan Update	187,500
				Total Community Development \$ 187,500
3		General Services	Avalon Theater Improvements (50% Foundation Match)	100,000
4		General Services	Facilities Major Systems Repair and Replacement Accrual	200,000
5		General Services	Two Rivers Convention Center Improvements	6,900,000
				Total General Services \$ 7,200,000
6		Public Safety	Fire Training Facility (FML grant)	675,000
				Total Public Safety \$ 675,000
7		Parks and Recreation	Blue Heron/Junior Service League Restrooms (CTF Funded)	60,000
8		Parks and Recreation	Canyon View Batter's Eye Repair (CTF Funded)	20,000
9		Parks and Recreation	Canyon View Park Baseball Scoreboard (CTF Funded)	32,000
10		Parks and Recreation	Columbine Park Safety Net Replacement (CTF Funded)	35,000
11		Parks and Recreation	Greenway at Dos Rios (Foundation Funding)	726,314
12		Parks and Recreation	JUCO Trophy Case	60,000
13		Parks and Recreation	Las Colonias Park Amphitheater Restrooms	250,000
14		Parks and Recreation	Las Colonias Park Improvements (River Recreation Park and Raw Water Projects)	1,700,000
15		Parks and Recreation	Lincoln Park Pool Splash Pad Renovation (CTF Funded)	25,000
16		Parks and Recreation	Lincoln Park Pool Splash Pad Drain (CTF Funded)	15,000
17		Parks and Recreation	Parks Master Plan (GOCO & Open Space Funded)	37,500
18		Parks and Recreation	Playground Repairs (CTF Funded)	25,000
19		Parks and Recreation	Riverfront Trail Repairs	25,000
20		Parks and Recreation	Sherwood Park Playground Replacement	125,000
21		Parks and Recreation	South Camp Road Trail Repair	45,000
22		Parks and Recreation	Suplizio Field Stands Repair	100,000
				Total Parks and Recreation \$ 3,280,814
23		Public Works	24 1/2 Road Pedestrian Improvements (CDBG Funded)	13,500
24		Public Works	City Entry Way Signs Project	150,000
25		Public Works	Curb, Gutter, Sidewalk Safety Repairs	100,000
26		Public Works	Culvert Replacement, GRJM-21.50-G.95	40,000
27		Public Works	Fiber Project with Raw Water Line	84,000
28		Public Works	Lorey Drive Sidewalk/Drainage (Developer Funded)	45,000
29		Public Works	Monument Rd Trail - D Rd to Lunch Loop Pkg Lot (Open Space, Grants)	2,512,045
30		Public Works	Riverfront at Dos Rios	400,000
31		Public Works	Grand Ave, 9th and 10th Street-Safe Routes to School (CDBG Funded)	60,000
32		Public Works	Pinyon Avenue 13th to 15th-Orchard Ave Elementary Safe Routes to Schools (CDBG Funded)	60,000
33		Public Works	Traffic Signal Controllers	85,000
34		Public Works	Traffic Signal Equipment Upgrade	219,000
				Total Public Works \$ 3,768,545
				Total Sales Tax Capital Projects \$ 21,295,859
Drainage Improvement Projects				
35		Public Works	Drainage System Improvements	16,000
36		Public Works	Pioneer Meadows (Partner w/GVDD & Mesa County)	250,000
				Total Drainage Projects \$ 266,000
Transportation Capacity Capital Projects				
37		Public Works	25 Road Left Turn Lanes North of Patterson	696,000
38		Public Works	G Rd & 24 Road Intersection Improvements	50,000
39		Public Works	Orchard Ave.-Normandy to 29 Road (Partner w/Mesa County)	927,000
40		Public Works	Patterson Rd Access Control Plan	200,000
41		Public Works	Tour of Moon/S. Broadway Improvements (Partner w/Mesa County)	100,000
				Total Transportation Capacity Capital Projects \$ 1,973,000
Enterprise Funds Capital Projects				
42		Water	Water Line Replacements	773,000
43		Water	Flow Line Replacements	1,540,000
44		Water	Kannah Creek Water system improvements	25,000
45		Water	Water Treatment Plant Modifications	50,000
46		Water	Laboratory Equipment	140,000

**Recommended Capital Projects 2019
City Council Workshop November 7, 2018**

<u>Line #</u>	<u>Ref</u>	<u>Department</u>	<u>Project Title</u>	<u>Cost</u>
	47	Water	Raw Water Reservoir #4 Rehabilitation	250,000
	48	Water	Carson Lake Dam Rehabilitation	200,000
	49	Water	Water Meter Replacement	570,000
	50	Water	Somerville/Anderson Ranch Improvements	25,000
	51	Water	Raw Water Irrigation Supply Line Phase 1	2,500,000
	52	Water	Fiber Project as Part of Raw Water Line Project	84,000
			Total Water Projects	\$ 6,157,000
	53	Ridges Irrigation	Shadow Lake Dredging	100,000
			Total Ridges Irrigation Projects	\$ 100,000
	54	Joint Sewer Operations	Interceptor Repair and Replacement	1,800,000
	55	Joint Sewer Operations	Sewer Line Replacement in Collection System	2,700,000
	56	Joint Sewer Operations	Sewer Line Replacement / Alley Reconstruction	285,000
	57	Joint Sewer Operations	Lift Station Elimination/Rehabilitation	300,000
	58	Joint Sewer Operations	Plant Backbone Improvements	515,100
	59	Joint Sewer Operations	Sludge Drying Pad	400,000
	60	Joint Sewer Operations	Lab Equipment	100,000
	61	Joint Sewer Operations	Plant Studies	285,000
	62	Joint Sewer Operations	Plant/System Expansion, 23 Road Trunk Extension	1,200,000
	63	Joint Sewer Operations	Tiara Rado Force Main Study	100,000
			Total Sewer	\$ 7,685,100
			Total Enterprise Funds	\$ 13,942,100
Internal Service Funds Capital Projects				
	64	Information Technology	Phone System Replacement	464,000
	65	Information Technology	Help Desk System Replacement	25,000
	66	Information Technology	VMWare NSX Platform	240,000
			Total Information Technology	\$ 729,000
	67	Fleet	Fleet Replacement	3,000,000
			Total Fleet	\$ 3,000,000
	68	Communication Center	800MHz Capital Improvements	70,000
	69	Communication Center	Microwave Replacement at radio sites	115,000
	70	Communication Center	Lee's Point Building replacement/site wo	80,000
	71	Communication Center	CAD system upgrade	20,000
	72	Communication Center	Planned Radio Site Upgrade (gateway, switches, etc.)	80,000
	73	Communication Center	Comm Center Remodel (Admin Area)	85,000
	74	Communication Center	Fiber Project as Part of Raw Water Line Project	84,000
	75	Communication Center	Radio Console PC Upgrades/Replacement (non-capital)	100,000
			Total Communications Center	\$ 634,000
			Total Internal Service Funds	\$ 4,363,000

**2019 Recommended Capital Project Descriptions
City Council Workshop
November 7, 2018**

3/4 % SALES TAX CAPITAL PROJECTS

STREET MAINTENANCE

1. **Street Maintenance Projects, \$6,184,000** – Street Maintenance requires an ongoing annual commitment to maintain the City’s \$266 million worth of street assets. In 2017, this effort was increased with the passing of Measure 2B and those funds are part of the ongoing effort to upgrade our pavement condition index (PCI) beginning in 2018 through 2022 with a target PCI of 73. A pavement management system is used to evaluate pavement quality and prioritize street maintenance needs. Parameters used to determine the pavement condition index (PCI) for major streets include ride quality, structural adequacy and surface distress. These parameters are measured every five years by non-destructive testing methods. According to a Colorado Asphalt Paving Association 2016 study, most communities surveyed were trying to maintain a PCI of 73. The City is divided into 12 Street Maintenance Areas (SMA) with an area scheduled to receive a chip seal each year. However, each of the streets in an SMA are analyzed for the proper treatment, whether that be a fog seal, chip seal, microsurface, overlay or total reconstruction. In 2019, the City’s street maintenance efforts will focus on:
 - **7th Street Reconstruction Phase 2 (F1810), \$1,400,000** – This is the second phase of the reconstruction of 7th Street between North Avenue and Patterson Road. Phase 2 will reconstruct 7th Street between Orchard Avenue to Patterson Road. On the west side between Bookcliff Avenue and Center Avenue, 330 feet of curb, gutter, and sidewalk will be replaced within existing right-of-way to provide for a consistent road width through the corridor.
 - **Street Maintenance (F0001-F000129), \$3,600,000 (\$5M planned for 2020)** – The annual street maintenance program includes contract construction for some of the crack filling, hot mix asphalt overlays, asphalt patching, micro surfacing, and minor street reconstructions.
 - **Chip Seal/Crackfill (PCHIP/PCRAK), \$800,000 (\$800K planned for 2020)** – One of the most detrimental effects to the structure of a road is to let water migrate through the surface and get into the subgrade. Allowed to perpetuate, more moisture continues to weaken the subgrade causing more cracks which eventually leads to potholes and degradation of the road surface. The City’s crackfill program aims to fill cracks in all of the road surfaces that are planned for chip seal, microsurface or other light maintenance activity. Chipseal enhances safety by providing good skid resistance. They provide an effective moisture barrier for the underlying pavement against water intrusion and prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and sun.
 - **Street Maintenance Equipment, \$384,000** – This equipment will provide an additional chipper, two crackfill pots, and two air compressors for the Project Work Team in order to run two crews to perform chipseal and crackfill maintenance on City streets beginning in 2019 and beyond.

COMMUNITY DEVELOPMENT

2. **Comprehensive Plan Update, \$187,500 (\$62.5K planned for 2020)** – The City’s last Comprehensive Planning process began in 2006 and was adopted in 2009. Nearly 12 years have passed since the previous comprehensive plan was initiated and the community has changed during this period of time. This update to the Comprehensive Plan will be a significant work product to develop a community vision with specific goals and strategies related to implementing the plan. A significant part of the project will entail planning for future growth of the community but will also focus on other values that may include elements related to public safety, parks, trails and open space, hazard mitigation and housing. Extensive public outreach will begin with the collecting of information in a community survey (2018 budget) in the Fall of 2018. A consultant will be hired to lead this effort in coordination with staff from the Community Development Department.

**2019 Recommended Capital Project Descriptions
City Council Workshop
November 7, 2018**

GENERAL SERVICES

3. **Avalon Theater Improvements, \$100,000 (50% Foundation Match)** – The Avalon Foundation Board is in the process of prioritizing the projects at the theater. Once identified, the Foundation will focus their fundraising efforts to that project which will be matched by the City up to \$50,000.
4. **Facilities Major Systems Repair and Replacement (Accrual), \$200,000**– Long-term planning and prioritization for replacement of City facilities and major systems is managed through a facility needs software system. The needs assessment is based on a facility condition index which evaluates the condition and need for improvements. Beginning in 2019 it is planned to begin accruing for these needs by committing funds from the 3/4% sales tax fund each year.
5. **Two Rivers Convention Center (TRCC) Improvements (F1801), \$6,900,000** – Two Rivers Convention Center contains nearly 23,000 square feet of meeting/event space and can accommodate a group of up to 2,000 people. The Convention Center contains three ballrooms of at least 5,800 square feet each, as well as six smaller rooms. The Convention Center is managed by Pinnacle Venue Services, which began managing the facility in January 2017. The improvements to the Convention Center will include roof repairs, upgrades to the water distribution system, kitchen upgrades, exterior repairs, and various other improvements, including the construction of a corridor that will connect the Convention Center to a future hotel planned to be constructed in 2019.

PUBLIC SAFETY

6. **Fire Training Facility (E1802), \$675,000 (\$275K planned for 2020)** – This is the continuation of the Fire Training Facility project that began in 2018 and continues in 2019 and 2020. This phase of the project will complete the fire training building, multi-story tower, and concrete driving surfaces. Additional training props for hazardous material and technical rescue training are also planned. This project started in 2014 with the award of a Mesa County Federal Mineral Lease (MCFML) grant that assisted in funding water and septic system infrastructure and the placement of two modular classroom buildings. Once this project is complete, the Fire Department will be able to regularly provide live fire training for all new fire recruits and current firefighters. These controlled fires will allow a safer and regular training opportunity without having to transport our firefighters to other parts of the State for required training.

PARKS & RECREATION

7. **Blue Heron/Junior Service League Restrooms, \$60,000 (CTF Funded)** – Currently, the City maintains 12 miles of riverfront trail from Eagle Rim Park in Orchard Mesa to the end of the Monument View Trail at the Appleton Wash. The 10-mile Blue Heron section of the trail does not offer trail users restroom facilities with the exception of a portable toilet at Junior Service League Trail Head. Though functional, portable toilets are the least desirable type of restroom facilities and are not equipped with hand washing capabilities. The most logical locations for restroom facilities are at Junior Service League and the Blue Heron Boat Launch. Both locations are heavily used and in desperate need of restroom facilities. Providing utilities to these locations (water, sewer, and electricity) would be cost prohibitive because of the lack of existing utilities in the area. The funding is requested to install fully functional vault toilets. The unit requested is fully self-contained, odor free and gives the appearance of a standard restroom.
8. **Canyon View Batter's Eye Repair, \$20,000 (CTF Funded)** – The batters eye at Canyon View Park baseball field can be the players best friend by providing a dark back ground for players to see the ball when pitched, as well as for fielders. The batters eye blocks out glare and movement outside the field such as the traffic from I-70. Due to the constant high winds coming from the Southwest the batters eye acts like a huge wind sail. The continuous movement has caused the eye to bend, thus becoming a significant safety issue. In order to correct the problem, large braces will be placed on each pole anchored into the ground providing additional support for the entire structure.
9. **Canyon View Park Baseball Scoreboard, \$32,000 (G1703) (CTF Funded)** – Replace the existing scoreboard with new Daktronics LED scoreboard that runs off of a wireless frequency. The scoreboard will be the same as the one at Suplizio Field. The current scoreboard is running off of old technology and repairs are extremely difficult because

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parts are no longer available. The cost for replacing the damaged modules is increasing as well as the cost to replace the incandescent light bulbs that are no longer manufactured.

10. **Columbine Park Safety Net Replacement, \$35,000 (CTF Funded)** – The Safety netting separating the softball infields and the spectator area is badly worn and deteriorating to the point of having large holes and rips in the netting allowing balls to fly through towards spectators. The many years of being exposed to UV damage, wind, snow and rain makes in necessary to replace the netting.
11. **Greenway at Dos Rios, \$726,314 (\$151K planned for 2020) (Foundation Donations Funded)** – The RIO planning effort identified the following project components: closure of Riverside Park Drive to allow realignment of the Riverfront Trail, a larger picnic shelter, a larger basketball court, parking in the alley, curb, gutter, and sidewalks around the park and along the trail, split rail fencing, and a bicycle playground located on the Riverfront at Dos Rios property. The project is supported by CDBG funds, One Riverfront, and potential grants from the Rocky Mountain Health Foundation, Colorado Health Foundation, and Great Outdoors Colorado. Future improvements to the Greenway at Dos Rios include development of the remaining six acres of park to include a restroom and other riverfront amenities.
12. **JUCO Trophy Case, \$60,000** – The JUCO memorabilia case located at Two Rivers Convention Center will be relocated to a more suitable location at Suplizio Field for fans and spectators to enjoy.
13. **Las Colonias Park Amphitheater Restroom, \$250,000 (G1303-G130308)** – Based on future growth of the events at the Amphitheater and the future river recreation feature, park restrooms are necessary at the northwest corner of the Amphitheater off of Struthers Avenue.
14. **Las Colonias Park Enhancements, \$1,700,000** – The City will continue to enhance Las Colonias Park in 2019, focusing on the following projects:
 - **Las Colonias Raw Water Project, \$450,000 (\$450K for 2020)** - This project will replace the existing raw irrigation supply line that serves the cemetery and extends the irrigation line to serve Duck Pond Park, Riverside Parkway Interchange, Botanical Gardens, Las Colonias Amphitheater, and Las Colonias Park. Currently, all of the existing parks are on domestic water. Providing a less expensive raw water source will lower the long term operating cost of those parks and reduce the demand for treated water through the City’s treatment plant. Future phases will serve the Dos Rios development, and the existing Riverside Park. The Water Fund is managing and constructing the project in connection with the construction of a new potable water line. The total of \$900,000 will be paid to the irrigation portion of the project.
 - **Las Colonias River Recreation Park, \$1,250,000 (Grants, Donations, CTF Funded)** – The purpose of the proposed slough enhancements at Las Colonias Park is to enhance the stream hydrology and aquatic habitat zone in the existing recently constructed slough, add additional aquatic habitat area by supporting the Colorado River’s multi-thread anastomosing channel planform, and maintain existing navigational and recreational use throughout a larger portion of the year. Overall, the existing slough is not functioning as originally intended with not near as much flow through the slough as originally proposed. This project will not only restore the original intent by adding more flow through the slough but also will add 1.77 acres of open water.
15. **Lincoln Park Pool Splash Pad Renovation, \$25,000 (CTF Funded)** – The splash pad was installed in 2005 and is need of mechanical system replacement and upgrade of the features. Since the downtown fountain was closed to use in 2015, the Lincoln Park splash pad has become the community's only free option for water play. This important feature is highly utilized throughout the summer season by the general public, child care operators, and tourists.
16. **Lincoln Park Pool Splash Pad Drain, \$15,000 (CTF Funded)** – A drain for the splash pad was not included or installed as part of the project in 2005. Since then, the splash pad has incurred significant water loss over the course of the season at an estimated amount of 500 gallons a day. A drain will allow recirculation of water reducing water loss.

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- 17. Parks Master Plan \$37,500 (\$37,500 planned in 2020) (Open Space and Grant Funded)** - The last parks master plan was developed in 2001. The updated plan will provide guidance and policy direction for the Department's role in the community. The plan will include an opportunity to survey the community, analyze the system's current condition and challenges, develop long-range goals, and high-level initiatives to build success over time. Opportunity exists to apply to DOLA or GOCO for matching funds.
- 18. Playground Repairs, \$25,000 (G1801) (CTF Funded)** – Typical play structures have a useful life expectancy of 10 to 15 years, depending on usage and vandalism. Parks Operations is being proactive and taking all precautions to ensure that every playground within the park system meets the highest of National Playground Safety Institute (NPSI) standards for safety by having three certified playground inspectors who have implemented a daily, weekly, and monthly playground inspection program that will determine the long and short term condition of every playground structure. Based on these inspections, funds will be used for repair and replacement as needed and could include the replacement of large apparatus such as slides, ramps, and surfacing.
- 19. Riverfront Trail Repairs (G1304), \$25,000** – This is an ongoing project and the areas of concerns will be identified and prioritized based on highest priority areas. The annual \$25,000 is used to correct safety concerns and hazardous situations and replace areas of asphalt with concrete.
- 20. Sherwood Park Playground Replacement, \$125,000** – In conjunction with the playground repair program and safety inspections, Sherwood Park Playground has risen to the top of the list for complete playground and/or surfacing replacement. Sherwood Park was installed in 1995, and the playground apparatus has rusting support poles, warping ramps, and due to the age of the equipment, repair parts are no longer available.
- 21. South Camp Road Trail Repair, \$45,000** – Flood events through Red Canyon have overtopped the South Camp Trail three times in the last 13 months. While the trail remains in satisfactory condition, upstream and downstream channel armor has degraded significantly. This project will reconstruct portions of the channel armoring and concrete to better withstand future flood flows.
- 22. Suplizio Field Stands Repair, \$100,000** – The stands at Suplizio field are starting to show signs of failure. There are several sections of the stands that surface rust has completely eaten through steps and many sections that the surface rust has caused significant damage. The repairs of the stands would include stripping out all rust, repairing damaged sections, sealing cracks, and repainting of the stands.

PUBLIC WORKS

- 23. 24 1/2 Road Pedestrian Improvements, \$13,500 (CDBG Funded)** – The proposed pedestrian crossing will provide a median and ramps to connect Grand Valley Transit west transfer station to the new sidewalk on the north side of O'Reilly's Auto Parts, increasing east-west pedestrian mobility along Patterson Road.
- 24. City Entry Way Signs Project, \$150,000** – The existing signs are over 40 years old and are in need of an update to project a positive image representative of the largest community between Denver and Salt Lake City.
- 25. Curb, Gutter, and Sidewalk Safety Repairs, \$100,000 (F0051-F005111), (\$100K planned for 2020)** – This program includes the replacement or repair of deteriorated or hazardous curbs, gutters, and sidewalks on City streets. It also includes replacement of curbs and gutters that do not properly drain. Tripping hazards on sidewalks are given highest priority. Concrete replacement locations are determined from field surveys and citizen complaints. Each location is rated and prioritized according to the type of problem and degree of hazard. The benefits include keeping our curb, gutter, and sidewalks in a state of good repair providing a reliable surface for non-motorized users and conveyance of stormwater without standing water.

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26. **Culvert Replacement, GRJM-21.50-G.95, \$40,000.** This five-foot diameter galvanized corrugated metal pipe located on 21 1/2 Road just south of H Road has widespread advanced corrosion throughout the culvert with multiple holes and is in need of replacement.
27. **Fiber Project with Raw Water Line, \$84,000** – This multi-department project will provide fiber optic connectivity between the 911 Dispatch Center, and the Water Plant, directly replacing a microwave link between the public safety building and the water plant tower. In addition, this project will provide a fiber connection to the Water Treatment Plant which will eliminate the slowness and reliability issues experienced over our current microwave link. The project will result in a cost avoidance for a future microwave link that would be required to provide a redundant connection for the SCADA system being implemented. Using fiber instead of microwave eliminates the latency created by the microwave hops and provides a significantly more reliable connection with much higher bandwidth.
28. **Lorey Drive Sidewalk/Drainage, \$45,000 (Developer Funded)** – This project is a public/private partnership to close a small gap of sidewalk and address drainage concerns just west of 1st Street on Lorey Drive.
29. **Monument Rd Trail-D Rd to Lunch Loop Parking Lot (F1710-F171001), \$2,512,045** – This project extends multi-modal access with a scenic shared-use, off-road trail to the BLM Lunch Loop area. Once built, the trail will provide a non-motorized alternative access from the Riverfront Trail to one the region’s most popular trailheads for access to a vast network of trails on Bureau of Land Management (BLM) lands. This extension will also connect the surrounding amenities, including downtown Grand Junction, Las Colonias Park, the Botanical Gardens, Connected Lakes, and surrounding neighborhoods to each other as well as to the BLM trails and City owned bike park at Lunch Loop. In addition to vastly improving connectivity, this trail will enhance safety by providing an off-road path for multiple users.
30. **Riverfront at Dos Rios, \$400,000** – The City's investments in economic development of the River District is slated to continue with Phase I of the Riverfront at Dos Rios (formerly known as Jarvis). This first phase will construct 600 feet of curb, gutter and sidewalk along Dos Rios Way, along with necessary extensions of utilities such as water, sewer, irrigation, storm, gas, electric, city fiber, Century Link and Charter/Spectrum facilities. This work is immediately adjacent to the first private investment, Sunshine Polishing, and will also benefit the 1.2-acre lot just to the south.
31. **Grand Avenue-9th and 10th Street-Safe Routes to School, \$60,000 (CDBG Funded)** – This project will create curb extensions (bulb-outs) on all four corners of the intersections of 9th Street and Grand Avenue and 10th Street and Grand Avenue. 9th Street is a major pedestrian route to Chipeta Elementary and West Middle School. 10th Street is part of the bike route between Colorado Mesa University and Downtown. The proposed work will help shorten the crossing distance across Grand Avenue.
32. **Pinyon Avenue-13th to 15th-Orchard Avenue Elementary Safe Routes to Schools, \$60,000 (CDBG Funded)** – This project will construct 640 feet of curb, gutter and sidewalk along with two accessible ramps to connect with concrete sidewalks west of the 13th Street to the concrete sidewalk east of 15th Street.
33. **Traffic Signal Controllers (F0012), \$85,000 (\$110K planned for 2020)** – The City currently owns 52 traffic signals with electronic controllers of varying age and functionality and operates the 46 state highway signals inside the City limits under a maintenance contract. This is an on-going replacement/upgrade program for traffic signal controllers. Maintaining a replacement cycle for signal controllers is necessary, primarily because of the limited service life of the controller which is exposed to in-the-field conditions. It is also necessary to keep pace with current technology supporting traffic signal coordination, vehicle detection, and emergency pre-emption systems; all of which contribute to safer and less congested roadways. With the renewal of the CDOT Maintenance Agreement for 2019-2023, an additional \$25,000 was added for purchase of signal controllers for CDOT signals.

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- 34. Traffic Signal Equipment Upgrade (F0021), \$219,000 (\$221K planned for 2020)** – Upgrades to signal equipment are required for safety and compliance with Federal requirements. It is also a cost-effective way to extend the life of the signal investment. Installation of this equipment provides safer and more efficient operation for aging signals and extends their service life. An ongoing maintenance program to replace these key signal components when they begin to fail is a more efficient way to preserve the signal infrastructure. This also adds a good deal of assistance to the aging, the physically challenged, and children. Pre-emption for fire department vehicle movement greatly enhances their efforts toward quicker and safer emergency runs. With the renewal of the CDOT Maintenance Agreement for 2019-2023, an additional \$25,000 was added for purchase of signal equipment for CDOT signals.

DRAINAGE IMPROVEMENT PROJECTS

- 35. Drainage System Improvements, \$16,000** – Many small drainage improvements are constructed by City crews. This funding buys materials for Public Works Stormwater Division to install.
- 36. Pioneer Meadows Drainage Improvements, \$250,000 (Partnership with Mesa County)** – Mesa County is proposing to reconstruct E Road between 31 and 32 Road in 2019 and requested the City to participate in the storm drainage infrastructure that will benefit not only the new road but also provide a stormwater outfall to the proposed Pioneer Meadows Subdivision which is within City limits.

TRANSPORTATION CAPACITY CAPITAL PROJECTS

- 37. 25 Road Left Turn Lanes, \$696,000** – 25 Rd. is classified as a principal arterial to F 1/2 Rd. and minor arterial north of F 1/2 on the City-County urban functional classification map and is designated as a bike route on the Urban Trails Master Plan. This project will widen 25 Rd. at Waite Street, F 1/4 Rd. and F 1/8 Rd. where left turn lanes are warranted. No curb, gutter, sidewalk or street lights are proposed as part of this project, however enough pavement width is proposed to stripe a bike lane. Widening of approximately 2,000 linear feet of 25 Rd. is included. Right of Way acquisition of approximately 10,000 sq. feet will be required from five properties.
- 38. G Rd & 24 Road Intersection Improvements, \$50,000 (\$1.95M planned for 2020)** – With recent growth along both the 24 Road and G Road corridors, this intersection has started to experience long ques during peak hours of the day. These intersection improvements will add capacity to the intersection thereby minimizing motorist delays.
- 39. Orchard Avenue – Normandy to 29 Road, \$927,000 (Mesa County Share)** – In partnership with Mesa County, this project reconstructs this 0.4-mile segment of Orchard Avenue with a complete street providing space for vehicles, bicyclists, and pedestrians. A major walking route for students at Nisley Elementary and Bookcliff Middle School, curb, gutter, sidewalks, bike lanes, street lights and crosswalks will all be added to the corridor.
- 40. Patterson Road Access Control Plan, \$200,000** – Access management is a set of techniques that state and local governments can use to control access to highways, major arterials, and other roadways. Access management includes several techniques that are designed to increase the capacity of these roads, manage congestion, and reduce crashes including increasing spacing between signals and interchanges; driveway location, spacing, and design; use of exclusive turning lanes; median treatments, including two-way left turn lanes that allow turn movements in multiple directions from a center lane and raised medians that prevent movements across a roadway.
- Access management will help to preserve the functionality of Patterson Road as a major arterial. This is often done by designating an appropriate level of access control and develop standards to help ensure the free flow of traffic and minimize crashes, while still allowing access to major businesses and other land uses along a road.
- 41. Tour of the Moon/S. Broadway Improvements (Partner with Mesa County), \$100,000 (\$100K planned for 2020)** – Mesa County and City of Grand Junction staff have been working together on improving infrastructure as follow-up to citizen concerns for the popular Tour of the Moon bike route through much of the Redlands. Mesa County has agreed to match the City's investments in widening key segments of S. Broadway to improve safety for motorists and bicyclists.

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ENTERPRISE FUNDS CAPITAL PROJECTS

WATER FUND

- 42. Water Line Replacements (F0005-F000527), \$773,000 (\$1.275M planned for 2020)** – Water Line Replacements in the Distribution System. The majority of the lines to be replaced are 4" to 12" cast iron lines that have been in service in excess of 50 years and have a recent history of breaks or are in areas targeted to increase flow capacity to meet fire protection requirements. All lines will be replaced with Poly Vinyl Chloride (PVC) pipe, thereby eliminating the possibility of external corrosion. The existing cast iron, ductile iron, and steel pipe materials are highly susceptible to external corrosion. Selection of project areas is based on pipe condition as well as street overlay and reconstruction schedule. Areas identified for replacement in 2019 include: Normandy and Orchard Ave., 9th Street from Kimball to 3rd Ave., and 8th & 9th St. between Orchard and Walnut. In addition, this project includes initiating a 5-year lead service line replacement program.
- 43. Flow Line Replacements (F0006-F000600), \$1,540,000 (\$300K planned for 2020)** – These funds will be used for water line and infrastructure replacements in the raw water supply system. The majority of the lines to be replaced are 20" to 24" cast iron, and ductile iron lines that have been in service in excess of 50 years and have a recent history of breaks. The project includes the Juanita Reservoir guard gates, the Sullivan Draw/Purdy Mesa flowline and pressure control tank, and Kannah Creek Water Treatment Plant alternate water supply line.
- 44. Kannah Creek Water System Improvements - \$25,000 (\$10K planned for 2020)** – A planning/modeling study of the existing system, which is nearing capacity due to growth in the Kannah Creek area. Results of the study will be utilized to design and construct a storage tank(s) scheduled to be replaced in 2022. The study also yields information to design distribution system infrastructure improvements.
- 45. Water Treatment Plant Modification (F0050-F005000), \$50,000 (\$195K planned for 2020)** – These funds are used for replacement of equipment and upgrades at the water treatment plant. In 2019, the second phase of the Supervisory Control and Data Acquisition (SCADA) system upgrade project will be initiated. The upgraded SCADA system will allow for a computer interface between all processes at the plant and also incorporate watershed and distribution system monitoring.
- 46. Lab Equipment Replacement \$140,000** – Items set for replacement in 2019 include an ion chromatograph, which is no longer supported by the manufacturer, and a new Laboratory Information Management System (LIMS) which is now almost 20 years old. The total purchase cost of the new system is \$200,000. The cost of the LIMS will be shared with the Wastewater Division as they will also use the program to monitor and record all data associated with their Laboratory operation.
- 47. Raw Water Reservoir #4 Rehabilitation (F1806), \$250,000** – Rehabilitation of the 15-million-gallon raw water storage reservoir located at the water treatment plant. The concrete structure was originally built during the 1920's and the last rehabilitation was completed in the early 1980's. In 2019, sediment will be removed and the concrete reservoir walls and floor will be rehabilitated to eliminate leakage and continue to provide a reliable source of water for our community.
- 48. Carson Lake Dam Rehabilitation, \$200,000 (\$600K planned for 2020)** – These funds are set aside for the design phase of the rehabilitation of Hogchute Reservoir (aka Carson Lake). This reservoir was reclassified as a high hazard dam in 2015 due to increased development downstream. Although the reservoir has been deemed safe and does not have a capacity restriction placed on it, there are requisite modifications needed as a result of the new classification.
- 49. Water Meter Replacement (F1304-F130406), \$570,000 (\$570K planned for 2020)** – There are 99,300 water meters in the City's water system. The City began replacing the manual meters with radio read meters that allow the data on each meter to be transmitted to a data base through a radio frequency, which significantly reduces the labor required

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to obtain meter readings on a monthly basis. Requested funding of \$570,000 per year will enable accelerated replacement of remaining manual read meters over the next 3 years.

- 50. Somerville/Anderson Ranch Improvements (F1103), \$25,000 (\$25,750 planned for 2020)** – Miscellaneous maintenance projects are budgeted at \$25,000 (plus 3% inflation) per year after completion of the National Resources Conservation Service project, 2018-2028.
- 51. Raw Water Irrigation Supply Line Phase I (F1805), \$2,500,000** – This project will replace the existing raw irrigation supply line that serves the cemetery and extend the irrigation line to serve Duck Pond Park, Riverside Parkway Interchange, Botanical Gardens, Las Colonias Amphitheater, and Las Colonias Park. Currently, all of the existing parks are on domestic water. Providing a less expensive raw water source will lower the operating cost of those parks and reduce the demand for treated water through the City’s treatment plant. Future phases will serve Eagle Rim Park, the Dos Rios development, and the existing Riverside Park. Project costs include installation of a new 3,400-foot segment of 24-inch potable water line so that the existing 24-inch cast iron pipe can be repurposed for the irrigation supply line. In addition, piping improvements will be made for raw water reservoir connections.
- 52. Installation of Fiber Optic Line to the Water Plant, \$84,000** – This multi-department project will provide fiber optic connectivity between the 911 Dispatch Center, and the water plant, directly replacing a microwave link between the public safety building and the water plant tower. In addition, this project will provide a fiber connection to the water treatment plant which will eliminate the slowness and reliability issues experienced over our current microwave link. The project will result in a cost avoidance for a future microwave link that would be required to provide a redundant connection for the SCADA system being implemented. Using fiber instead of microwave eliminates the latency created by the microwave hops and provides a significantly more reliable connection with much higher bandwidth.

RIDGES IRRIGATION

- 53. Shadow Lake Dredging, \$100,000** – Shadow Lake is a 3-acre pond that is used to store water to serve the Ridges irrigation system. The pond has accumulated sediment and needs to be dredged to restore storage capacity.

JOINT SEWER OPERATIONS FUND

- 54. Interceptor Repair and Replacement (F0015-F001500), \$1,800,000** – These projects involve repair and/or replacement of aging concrete/clay tile interceptors in the sewer backbone system. The majority of these projects are required due to internal corrosion in concrete lines and manholes and/or structural failure of clay tile lines. These lines are typically larger lines that receive flow from sub-basins in the collection system. Requested funding will be used to line both of the South Side Interceptors which run parallel to each other. Both lines are being proposed for rehabilitation during 2019 to reduce mobilization charges associated with equipment set-up. These interceptors are concrete and typically have a high concentration of hydrogen sulfide gas which has caused corrosion.
- 55. Sewer Line Replacement in Collections System (F0016), \$2,700,000 (\$3.19M planned for 2020)** – Funds are budgeted through 2029 to replace/rehabilitate existing mains within the 201 service area collection system. There is approximately 200 miles of pipe in the collection system that is beyond its design life. An aggressive 30-year replacement schedule was recommended in the 2015 independent rate study, and approved by the Persigo Board. The above requested funds are consistent with Board approval.
- 56. Sewer Line Replacement/Alley Reconstruction (F0017-F001706), \$285,000 (\$285K planned for 2020)** – Funds are budgeted to upgrade existing mains in alleys where the existing roadway surface is being replaced with concrete. In the majority of cases, the lines are in excess of 75 years old and constructed of clay tile. Prior to replacement, all lines are checked via the TV camera truck to verify the need for replacement. Lines will not be replaced if determined to be in serviceable condition with an expected remaining service life of 50 years. There are typically 20 alleys on the waiting list for alley improvement district petitions. The 2019 Funds will be used to replace older sewer lines under newly improved alley reconstruction. By doing so, this will reduce the likelihood of a new alley being dug up to facilitate a repair.

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- 57. Lift Station Elimination (F1704), \$300,000 (\$2.5M planned for 2020)** - The 2019 requested funds will be used to design the sewer line that will allow for the elimination of the Ridges Lift Station. Assuming that the design will prove that the elimination is feasible, \$2.5 million is recommended for completion of this project during 2020.
- 58. Plant Backbone Improvements (F0010-F00100), \$515,100 (\$577K planned for 2020)** – These expenditures are associated with plant backbone improvements. The 2019 funds will be used for the purchase and installation of specialty equipment such as an additional blower for the aeration process, modification of the flow configuration in the disinfection unit, and several smaller plant projects.
- 59. Sludge Drying Pad (F0010-F00100), \$400,000** – The 2019 requested funds will be used to install a sludge drying pad at Persigo, and to purchase equipment to facilitate the drying of biosolids prior to landfill delivery. Currently Persigo produces 12,000 tons of biosolids per year, which are disposed of at the Mesa County Landfill. The biosolids are 13% by weight solids and 87% by weight water. Drying the biosolids prior to hauling will reduce the weight by approximately 85%, resulting in a disposal fee reduction of approximately \$200,000 per year.
- 60. Lab Equipment \$100,000** – This request is for the purchase of a new Laboratory Information Management System (LIMS) to replace the existing system, which is approximately 20 years old. The total purchase cost of the new system is \$200,000. This cost of which will be shared with the Water Division as they will also use the program to monitor and record all data associated with their Laboratory operation.
- 61. Plant Studies \$285,000** – This expenditure is proposed for the completion of three studies: An odor control study to identify sources of odor within the sewage collection and treatment system and recommend steps for its elimination. Estimate cost for this study is \$100,000. The second study is to complete an evaluation of existing key concrete structures at the Persigo treatment facility. This study will pinpoint any needed repairs, and will allow these repairs to be completed in a preventative manner rather than reacting to a potential failure. Estimated cost for this study is \$85,000. The third is an up-date to the 2005 Sewer Basin Study. The purpose of this study is to ensure that the long-range expansion of the City/County sewer system is consistent with the Comprehensive Growth Plan. Estimated cost for this study is \$100,000.
- 62. Plant/System Expansion, \$1,200,000** – These funds will be used for Phase II of the 23 Road Trunk Line extension.
- 63. Tiara Rado Force Main Study \$100,000 (\$1M planned for 2020)** – Funds are being requested to design a parallel force main from the Tiara Rado lift station, under the Colorado River, to the River Road Interceptor east of the Persigo Treatment facility. The existing force main from the lift station is ductile iron and was installed during the 1980's. This pipe has failed in the past and has been repaired in a section that was not under the river. This parallel line will allow an alternative discharge option from the lift station. Once the new line is placed into service; the existing line can be inspected to determine if it can be rehabilitated to serve as a redundant pipeline or if the line should be taken out of service.

INTERNAL SERVICE FUNDS PROJECTS

INFORMATION TECHNOLOGY FUND

- 64. Phone System Replacement, \$464,000** – The City's Phone system was originally purchased in the 1990s with Public Branch eXchange (PBX) switches updated in 2006 through 2011. The typical life expectancy of a PBX switch is typically 10 years. The current system uses digital technology and provides call center functionality that provides for highly customized call handling. The current configuration uses 12 switches located at each of the major City facilities that communicate with a central switch located at City Hall over fiber, microwave, or CenturyLink provided phone lines. A central voice mail system provides voice mail for all switches. The system requires a dedicated network with proprietary handsets located at each workstation. We currently have more than 800 handsets in use. While PBX technology is still used in some situations, more and more organizations are moving to Voice over IP (VoIP) systems

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which take advantage of existing data networks and standard network switches. The replacement project will look at the newest voice technology options. We anticipate a Request for Information process to begin in 2018 with a contract signed in 2019. Implementation may take several years. Existing equipment will be offered for sale to recoup costs, but the amount is not expected to be significant.

- 65. Help Desk System Replacement, \$25,000** – The help desk is a resource intended to provide customers with information and support related to IT infrastructure hardware and software. This replacement program will help support staff inventory computer hardware, software and keep existing licensing contracts. The current system is antiquated and is no longer supported by the system manufacturer.
- 66. VMWare NSX Platform, \$240,000 (\$240,000/year for 2019-2021, \$80,000 in 2022)** – VMware NSX is a virtual networking and security software product intended to secure the City's network infrastructure from malicious attempts to corrupt, compromise or steal data. NSX software-defined networking (SDN) offers cloud computing on virtualization technologies. NSX exposes logical firewalls, switches, routers, ports and other networking elements to enable virtual networking among cloud management systems and associated network hardware. It also supports external networking and security services. The system addresses network security by taking the common networking practice of segmentation and applies it at a granular level to enable the network administrator to establish a security perimeter around a specific set of resources and add firewall functionality to the data center. NSX also enables the administrator to create additional security policies for specific workloads, regardless of where they sit in the network topology. NSX uses data center automation for fast and flexible network provisioning allowing the network administrator to rapidly provision a new network or network segment with workloads, resources and security policies already attached, and automates failover that can be used for storage replication to manage and test recovery plans. NSX is a subscription based platform with most costs loaded into the first three years. The final negotiated pricing may be less than those shown.

FLEET FUND

- 67. Fleet Replacements (B0001), \$3,000,000 (\$2.4M planned for 2020)** – This project represents scheduled vehicle & equipment replacements. The replacements are made from the equipment fund balance which is maintained by accrual charges for the equipment being used by the operating divisions. The accrual charges are included as part of the equipment rent and are an operating expense in the various division budgets. Future replacement needs are based on projected equipment life, replacement years, present replacement value and an annual inflation factor.

COMMUNICATIONS CENTER FUND (ALL FUNDED BY E-911 SURCHARGE)

- 68. 800 MHz Capital Improvements (D1801), \$70,000 (\$70K planned for 2020)** – Capital improvements for the 800MHz radio infrastructure. This will cover those capital improvements or emergency repairs for the 800MHz radio infrastructure.
- 69. Microwave Replacement at Radio Sites, \$115,000 (\$115K planned for 2020)** – The microwave units at several radio sites are more than 10 years old and need to be replaced to remain compatible with the 800 MHz statewide network. It is also to provide new functionality and capacity in preparation for building a backup 911 network that will connect to other Communication Centers.
- 70. Lee's Point Building Replacement/Site Work, \$80,000** – These funds will be used for replacement and repairs at two radio sites. Buildings at both sites are deteriorating and need to either be replaced or have major repair work done.
- 71. CAD System Upgrade, \$20,000** – These funds will be used to purchase CAD interface software such as Rapid SOS, which will provide the technology for the call taker to quickly determine the location of a wireless caller. It will also be used to provide Text to 911 capabilities. The call taker will be able to text a 911 caller using the CAD system.



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- 72. Planned Radio Site Upgrade (Gateway, Switches, etc.), \$80,000** – These funds will be used to replace radio site equipment such as, gateways, switches, and firewalls at five radio sites. They need to be replaced to remain compatible with the 800 MHz statewide network upgrade that will occur during the third quarter of 2019.

- 73. Comm Center Remodel, \$85,000** – The remodel is for the administrative area for the Communications Center. The purpose is to create one more office space and change the two existing office cubicles into offices with ceiling and doors. This will provide a place for the QA/Training Supervisor position that was added in the 2019 budget, as well as, provide a private office for the existing QA Analyst for employee reviews.

- 74. Fiber Project with Raw Water Line, \$84,000** – The Communications Center maintains a Digital Trunked Radio (DTR) tower site at the Grand Junction Water Plant facility that is a critical link to the state DTR network. The Dispatch Center currently utilizes an aging microwave link from GJRCC to the Water Plant tower. The Public Works Fiber Project allows the Communications Center to cost share with other departments in the City in the installation of a long-term Fiber pathway to the Water Plant.

- 75. Radio Console/PC Upgrades, \$100,000** – The Communications Center has 22 workstations that host radio PCs that contain Motorola radio software. This program is used by dispatchers to talk on the 800 MHz public safety system and communicate with public safety responders. These computers are connected to network switches that will be seven years old in 2019 and need to be replaced.



Certificate of Participation (“COP”)-Lease Purchase Supplemental Information

The City of Grand Junction has two COP issuances. One for the improvements of the stadium at Lincoln Park/Suplizio Field (“Stadium COP”) and the other for public safety facilities (“Public Safety COP”) located primarily at 6th and Ute. The useful life of the assets that were improved by the COP’s extend past the term of the lease agreements.

The Stadium COP is through the Grand Junction Public Finance Corporation with an original issuance of \$7.77 million in COP’s in 2010. The lease payment budgeted in Fund 614 for 2019 is \$528,675. Grand Junction Baseball Inc. partnered in the project and participates in the payment of the lease at \$300,000 per year. The lease term is through 2035, and the total remaining lease obligations including the 2018 payment referenced above is \$9,020,131.

The Public Safety COP is through Zions First National Bank with an original issuance of \$34.9 million in COP’s in 2010. The lease payment budgeted in Fund 610 for 2019 is \$3,028,985. The E911 Regional Communication Center participates in the payment of the lease at \$500,000 per year through the Enhanced 911 Fund. The issuance also receives Build America Bonds interest subsidy each year at approximately 1/3 the interest cost. The lease term is through 2040 and the total remaining lease obligation including the 2019 payment referenced is \$68,187,177.



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
100 General Fund			
Revenue			
<u>Taxes</u>			
4010.01 - Property Tax_Specific Ownership, None	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000
4010.None - Property Tax, None	7,568,960	7,568,960	7,663,330
4020.01 - Sales Tax_Audits, None	300,000	300,000	300,000
4020.02 - Sales Tax_Revenue Recovery Group, None	(60,000)	(60,000)	(60,000)
4020.03 - Sales Tax_City Share of County, None	6,594,553	7,151,693	7,366,244
4020.04 - Sales Tax_Refunds, None	(20,000)	(20,000)	(20,000)
4020.06 - Sales Tax_County Public Safety Tax, None	400,000	458,514	566,724
4020.None - Sales Tax, None	32,305,806	34,409,601	35,418,660
4025.None - Use Tax, None	1,018,182	1,012,393	1,018,182
4050.01 - Severance Tax_Mineral Leasing, None	381,635	377,173	412,149
4050.None - Severance Tax, None	556,723	363,691	636,795
4055.01 - Franchise Tax_Public Service, None	2,200,000	2,200,000	2,200,000
4055.02 - Franchise Tax_GV Rural Power, None	250,000	250,000	250,000
4055.04 - Franchise Tax_Cable Television, None	340,000	340,000	680,000
4060.None - Cigarette Tax, None	250,000	250,000	250,000
4070.None - Beer/Liquor Occupational Tax, None	50,000	50,000	50,000
4075.None - Highway Use Tax, None	2,261,202	2,885,836	2,261,202
4076.None - Add Motor Vehicle Reg Fee, None	96,000	96,000	96,000
4077.None - Apportioned Highway Reg Fee, None	140,000	140,000	140,000
4078.None - Mesa County Road/Bridge Tax, None	215,000	215,000	215,000
Taxes Total	\$ 55,948,061	\$ 59,088,861	\$ 60,544,286
<u>Licenses and Permits</u>			
4100.01 - Lic/Permit Rev_Sales Tax, None	\$ 6,000	\$ 6,000	\$ 6,000
4100.02 - Lic/Permit Rev_Liquor/Beer, None	10,000	10,000	10,000
4100.03 - Lic/Permit Rev_Managers Reg, None	750	750	750
4100.04 - Lic/Permit Rev_Liq/Beer Renewal, None	15,000	15,000	15,000
4100.05 - Lic/Permit Rev_Special Events, None	4,000	4,000	4,250
4100.06 - Lic/Permit Rev_Burning/Prevent, None	11,000	11,000	11,000
4100.07 - Lic/Permit Rev_Bicycle Licence, None	50	50	-
4100.08 - Lic/Permit Rev_Curb/Gutter/Side, None	20,000	20,000	20,000
4100.None - Lic/Permit Rev, None	69,062	83,250	69,562
Licenses and Permits Total	\$ 135,862	\$ 150,050	\$ 136,562
<u>Intergovernmental</u>			
4200.01 - Grant/Reimb Rev_Federal, None	\$ 134,000	\$ 193,081	\$ -
4200.03 - Grant/Reimb Rev_State, None	75,500	327,031	427,790
4200.04 - Grant/Reimb Rev_Other, None	239,488	246,028	266,466
4200.05 - Grant/Reimb Rev_Pending Award, None	100,000	75,000	486,500
4200.None - Grant/Reimb Rev, None	225,541	186,041	340,275
Intergovernmental Total	\$ 774,529	\$ 1,027,181	\$ 1,521,031
<u>Charges for Service</u>			
4100.09 - Lic/Permit Rev_Ownrshp Trnsfer, None	\$ 5,100	\$ 5,100	\$ 5,100
4100.10 - Lic/Permit Rev_New Liq/Beer Appl, None	6,000	6,000	6,000
4100.11 - Lic/Permit Rev_Mod Premise Fee, None	500	500	300
4100.12 - Lic/Permit Rev_Fence/Sign/Home, None	6,500	6,500	8,200
4100.13 - Lic/Permit Rev_Clearances, None	10,500	10,500	18,000
4300.None - Merchandise Sales, None	6,200	6,200	6,200
4305.None - Marketing Services Revenue, None	15,500	15,500	15,500
4310.01 - Weed Removal_Admin Fee, None	1,120	1,120	775
4310.None - Weed Removal, None	6,100	6,100	2,600



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Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4315.None - Development Fees, None	66,000	66,000	70,000
4320.None - False Alarms, None	4,000	4,000	4,500
4325.None - Rural Fire District Contract, None	1,900,000	1,900,000	1,900,000
4326.None - Wildland Fire Mitigation, None	150,000	630,000	450,000
4327.None - Hazardous Materials Mitigation, None	2,500	2,500	2,500
4328.01 - Ambulance Transports_Offset, None	(5,750,000)	(6,200,000)	(6,200,000)
4328.None - Ambulance Transports, None	9,100,000	9,600,000	9,729,503
4330.01 - Prof Svcs Rev_CMU, None	463,085	463,085	469,995
4330.02 - Prof Svcs Rev_Street Cut Repair, None	50,000	50,000	25,000
4330.03 - Prof Svcs Rev_Highway Maint, None	60,000	60,000	60,000
4330.04 - Prof Svcs Rev_Traffic Sign/Strip, None	281,630	281,630	386,271
4330.None - Prof Svcs Rev, None	268,046	268,046	278,946
4350.None - Grave Space Sale, None	69,260	69,260	63,868
4355.01 - Grave Openings_Vault, None	35,300	35,300	31,770
4355.02 - Grave Openings_Vault Setting Fee, None	13,200	13,200	10,800
4355.None - Grave Openings, None	69,812	69,812	69,812
4360.01 - Fee Revenue_Admissions, None	272,500	272,500	283,500
4360.03 - Fee Revenue_Lessons, None	113,000	113,000	102,000
4360.14 - Fee Revenue_Traffic School, None	10,000	5,000	10,000
4360.16 - Fee Revenue_OJW, None	5,000	5,000	5,000
4360.17 - Fee Revenue_Altered Dog, None	2,800	2,800	2,800
4360.18 - Fee Revenue_Scholarships, None	(2,500)	(2,500)	(2,500)
4360.19 - Fee Revenue_Diversion Program, None	14,000	14,000	-
4360.20 - Fee Revenue_Payment Plan, None	8,100	5,000	8,000
4360.21 - Fee Revenue_CAC, None	20,000	-	-
4360.22 - Fee Revenue_PSS, None	10,000	-	-
4360.25 - Fee Revenue_Sealing of Records, None	-	3,000	3,000
4360.None - Fee Revenue, None	730,582	694,978	699,167
4363.01 - Food/Bev Sales_Concessions, None	18,700	18,700	18,700
4363.03 - Food/Bev Sales_Liquor, None	77,800	77,800	71,900
4370.01 - Facility Use Fees_Baseball, None	82,000	82,000	82,000
4370.02 - Facility Use Fees_Football, None	10,000	10,000	10,000
4370.04 - Facility Use Fees_Concessions, None	59,000	59,000	56,900
4370.05 - Facility Use Fees_Softball, None	9,000	9,000	10,750
4370.06 - Facility Use Fees_Multi-Purpose, None	45,000	45,000	50,000
4370.07 - Facility Use Fees_Hospitality Room, None	30,275	30,275	20,000
4370.08 - Facility Use Fees_Pinnacle Venue Services, None	30,000	30,000	20,000
4370.None - Facility Use Fees, None	127,900	127,900	124,727
4375.None - Parks Use Fees, None	112,163	112,163	102,163
4415.None - Delinquent Charges, None	21,560	21,560	15,000
4700.01 - Misc Revenue_NSF Fees, None	400	400	400
4700.02 - Misc Revenue_Manuals, Copies, None	-	-	20
4700.None - Misc Revenue, None	65,000	65,000	102,233
Charges for Service Total	\$ 8,712,633	\$ 9,171,929	\$ 9,211,400
<u>Fines and Forfeitures</u>			
4410.01 - Fines_Animal Control, None	\$ 30,500	\$ 12,500	\$ 15,000
4410.02 - Fines_Muni Accident Assessment, None	34,000	34,000	34,000
4410.03 - Fines_DUI, None	10,000	10,000	10,000
4410.04 - Fines_Drug Surcharge, None	6,600	6,600	6,600
4410.05 - Fines_Substance Tests, None	3,200	3,200	10,000
4410.06 - Fines_No Insurance, None	16,000	20,000	20,000
4410.07 - Fines_Sex Offender Registration, None	-	-	8,500



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4410.None - Fines, None	400,000	260,000	300,000
4435.01 - Unclaimed Funds_Escheat, None	5,000	5,000	-
4435.02 - Unclaimed Funds_Bond Forfeitures, None	1,600	1,600	1,950
Fines and Forfeitures Total	\$ 506,900	\$ 352,900	\$ 406,050
<u>Interfund Revenue</u>			
4390.01 - Interfund Chgs_Water, None	\$ 520,668	\$ 520,668	\$ 596,006
4390.02 - Interfund Chgs_Sewer, None	700,780	700,780	667,000
4390.03 - Interfund Chgs_Solid Waste, None	315,825	315,825	326,850
4390.04 - Interfund Chgs_Comm Center, None	318,698	318,698	332,502
4390.05 - Interfund Chgs_VCB, None	113,797	75,864	81,994
4390.06 - Interfund Chgs_Irrigation, None	20,312	20,312	20,980
4390.07 - Interfund Chgs_Parking, None	38,498	38,498	53,805
4390.11 - Interfund Chgs_LP Golf, None	40,988	40,988	37,650
4390.12 - Interfund Chgs_TR Golf, None	100,163	100,163	93,778
4390.16 - Interfund Chgs_DDA, None	25,609	25,609	26,321
Interfund Revenue Total	\$ 2,195,338	\$ 2,157,405	\$ 2,236,886
<u>Interest</u>			
4610.None - Interest Income, None	\$ 241,000	\$ 241,000	\$ 674,854
Interest Total	\$ 241,000	\$ 241,000	\$ 674,854
<u>Other</u>			
4650.None - Lease Revenue, None	\$ 5,800	\$ 5,800	\$ 5,800
4750.02 - Donations_Grant A Wish, None	40,250	42,750	48,850
Other Total	\$ 46,050	\$ 48,550	\$ 54,650
<u>Capital Proceeds</u>			
4665.None - Sale of Equipment, None	\$ 12,000	\$ 12,000	\$ 12,000
Capital Proceeds Total	\$ 12,000	\$ 12,000	\$ 12,000
Total Revenue	\$ 68,572,373	\$ 72,249,876	\$ 74,797,719
Expenditures			
<u>Labor and Benefits</u>			
5000.None - Full Time Salaries, None	\$ 29,983,124	\$ 29,975,501	\$ 31,522,625
5010.None - Cellular Telephone, None	32,639	32,884	31,144
5099.None - Pay Plan Contingency, None	112,773	90	-
5100.None - Holiday Pay, None	18,724	18,724	22,149
5290.None - Seasonal Part-Time, None	1,721,118	1,809,583	1,988,184
5390.02 - Overtime_Constant Manning, None	148,636	148,636	549,962
5390.05 - Overtime_FLSA, None	90,775	90,775	100,238
5390.07 - Overtime_Holiday Pay, None	-	-	143,939
5390.None - Overtime, None	989,965	998,454	1,254,743
5405.None - Other Compensation, None	-	45,200	40,000
5410.None - Awards, None	17,400	17,400	13,100
5420.01 - Gen Retire Plan_Forfeitures, None	-	-	(100,000)
5420.None - Gen Retire Plan, None	762,725	759,587	798,627
5450.None - Retirement Payout, None	171,919	171,919	163,995
5480.None - PTO Buyout, None	71,000	71,000	55,000
5505.None - Referral Bonus, None	-	-	5,000
5510.None - Social Security Cont, None	868,187	874,348	934,976
5515.None - Medicare Cont, None	471,452	473,803	511,337
5520.None - Deferred Compensation, None	5,940	5,940	6,385
5545.None - Old Hire Fire Pension, None	320,275	424,262	417,150
5550.01 - Police Retirement Plan_Forfeitures, None	-	-	(50,000)
5550.None - Police Retirement Plan, None	947,283	952,823	1,005,698
5555.01 - Fire Retirement Plan_Forfeitures, None	-	-	(20,000)



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5555.None - Fire Retirement Plan, None	953,988	953,988	811,546
5610.None - Worker's Compensation, None	927,071	927,071	994,940
5615.None - Unemployment, None	-	-	140,000
5620.None - Dental Insurance, None	286,338	285,839	306,506
5625.None - Health Insurance, None	5,175,507	5,178,834	6,075,643
5630.15 - Life Insurance_Retired Employ, None	2,352	2,352	2,184
5630.None - Life Insurance, None	42,518	42,457	45,470
5635.None - Long Term Disability, None	108,023	108,557	115,847
5640.None - FPPA Disability, None	203,094	203,796	340,415
5645.None - Cardiac Benefits, None	15,525	15,525	14,525
5820.02 - Allowances_Automobile, None	35,408	35,408	36,188
Labor and Benefits Total	\$ 44,483,759	\$ 44,624,755	\$ 48,277,516
Non Personnel Operating			
6010.01 - Cost of Goods Sold_Adjustments, None	500	500	500
6010.None - Cost of Goods Sold, None	8,000	8,000	9,600
6020.None - Fuel, None	2,000	2,000	2,000
6105.01 - Operating Supply_Ammunition, None	68,000	68,000	81,020
6105.02 - Operating Supply_Business Meals, None	38,080	38,080	27,980
6105.03 - Operating Supply_Comput/Printer, None	3,900	3,900	3,600
6105.06 - Operating Supply_Evidence, None	30,000	30,000	29,500
6105.08 - Operating Supply_Janitorial, None	7,250	7,250	9,250
6105.09 - Operating Supply_Medical, None	127,050	127,050	158,000
6105.10 - Operating Supply_Minor Equip, None	7,400	7,400	32,150
6105.11 - Operating Supply_Office, None	44,950	45,950	47,250
6105.13 - Operating Supply_Small Tools, None	9,425	9,425	9,425
6105.14 - Operating Supply_Trophy/Certs, None	4,805	4,805	4,055
6105.None - Operating Supply, None	485,650	694,348	509,478
6120.None - Postage/Freight, None	56,500	56,500	53,950
6125.01 - Uniforms/Clothing_Protective Clothing, None	50,000	50,000	50,000
6125.None - Uniforms/Clothing, None	177,640	177,640	212,960
6130.01 - Materials_Asphalt, None	75,000	75,000	65,000
6130.02 - Materials_Gravel, Sand, Soil, None	57,600	57,600	60,600
6130.03 - Materials_Nursery Stock, None	28,170	28,170	33,770
6130.04 - Materials_Paint, None	182,210	182,210	180,710
6130.05 - Materials_Road Salt, None	90,000	90,000	60,000
6130.None - Materials, None	9,500	9,500	9,500
6145.None - Chemical/Fertilizers, None	122,035	122,035	118,030
6150.None - Pipe & Supplies, None	73,750	73,750	104,750
6155.None - Food Stuffs, None	11,780	11,780	11,780
6156.None - Bar Stock, None	24,520	23,020	27,000
6160.01 - Equip Parts/Supply_Batteries, None	3,000	3,000	3,045
6160.04 - Equip Parts/Supply_Parts, None	17,250	17,250	17,250
6210.01 - Repairs/Maint_Buildings, None	13,000	13,000	18,000
6210.04 - Repairs/Maint_Equipment, None	51,300	48,500	52,098
6210.10 - Repairs/Maint_Signal Light, None	83,000	83,000	34,000
6210.18 - Repairs/Maint_Pedestrian/Schools, None	5,000	5,000	5,000
6210.None - Repairs/Maint, None	131,850	179,570	203,698
6270.01 - Damage Repair_City Property, None	41,000	41,000	41,000
6270.02 - Damage Repair_Outside Property, None	6,000	6,000	4,030
6270.03 - Damage Repair_Vehicles, None	6,000	6,000	5,725
6310.01 - Printing/Publications_Calendars, None	46,000	46,000	45,000
6310.None - Printing/Publications, None	48,725	48,725	42,275



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Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6400.01 - Advertising_Brochures, None	12,000	12,000	12,000
6400.04 - Advertising_Ordinance/Resolution, None	3,000	3,000	3,500
6400.None - Advertising, None	89,700	104,700	98,100
6510.02 - Telephone_Cellular, None	4,250	4,250	4,450
6510.08 - Telephone_Other, None	1,700	735	-
6550.01 - Utilities_Electricity, None	-	(660)	-
6550.02 - Utilities_Elect-Street Lights, None	1,507,000	1,390,000	1,490,000
6550.03 - Utilities_Elect-Traffic Signals, None	28,000	28,000	28,000
6550.05 - Utilities_Sewer, None	25,622	25,622	27,280
6550.06 - Utilities_Solid Waste, None	66,147	66,147	67,900
6550.07 - Utilities_Water, None	383,686	383,686	688,780
6550.08 - Utilities_Water Fees, None	25,800	25,800	28,300
6550.10 - Utilities_Cable/Internet, None	15,820	15,820	3,000
6550.12 - Utilities_Drainage, None	40,675	-	-
6640.01 - Rent_Equipment, None	97,000	97,000	97,000
6640.03 - Rent_Property/Space, None	42,276	42,276	44,385
6720.04 - Insurance Premiums_Pork & Hops, None	1,000	1,000	1,000
6720.None - Insurance Premiums, None	7,200	7,200	5,000
6770.None - CIRSA Deductibles, None	2,000	2,000	2,000
6825.01 - Allowance/Reimb_Mileage, None	4,370	4,370	3,770
6825.03 - Allowance/Reimb_Tuition, None	30,000	30,000	36,000
6830.01 - Professional Develop_Training, None	405,282	466,933	610,950
6830.02 - Professional Develop_Travel, None	49,500	50,077	70,100
6835.None - Dues, None	278,582	263,582	281,621
7100.02 - Legal_Litigation, None	18,000	18,000	10,000
7100.03 - Legal_Research, None	8,800	8,800	8,500
7310.02 - Charges/Fees_Credit Card, None	9,090	9,090	10,796
7310.03 - Charges/Fees_Filing, None	4,850	4,850	5,350
7310.04 - Charges/Fees_Landfill, None	63,400	63,400	85,200
7310.07 - Charges/Fees_Treasurer, None	159,000	159,000	159,000
7310.None - Charges/Fees, None	102,225	102,225	102,180
7320.01 - Court Fees_CAC, None	20,000	-	-
7320.02 - Court Fees_PSS, None	10,000	-	-
7410.01 - Contract Svcs_Animal Control, None	267,896	267,896	265,000
7410.02 - Contract Svcs_Archiving, None	31,600	15,000	-
7410.04 - Contract Svcs_Blood Testing, None	53,600	53,600	54,154
7410.05 - Contract Svcs_Collections, None	150	150	150
7410.07 - Contract Svcs_Consultant, None	5,900	5,900	5,900
7410.10 - Contract Svcs_Dump Truck, None	88,000	88,000	102,400
7410.11 - Contract Svcs_Elections, None	71,000	33,400	84,000
7410.13 - Contract Svcs_Financial Audit, None	22,168	22,168	20,662
7410.20 - Contract Svcs_Physicals, None	50,000	50,000	55,000
7410.21 - Contract Svcs_Random Drug Screen, None	8,000	8,000	8,000
7410.23 - Contract Svcs_Rolloff Tanks, None	53,000	53,000	62,000
7410.24 - Contract Svcs_Security, None	68,275	68,275	74,190
7410.26 - Contract Svcs_Televis Broadcast, None	10,000	10,000	10,000
7410.27 - Contract Svcs_Traffic Control, None	52,500	52,500	47,500
7410.35 - Contract Svcs_Legal, None	30,000	30,000	30,000
7410.None - Contract Svcs, None	644,093	890,178	896,245
7430.05 - Contract Maintenance_Building, None	3,500	3,500	3,500
7430.13 - Contract Maintenance_Elevator, None	4,500	4,500	4,500
7430.None - Contract Maintenance, None	35,120	35,120	38,420



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7500.01 - Recruitment_Backgrounds, None	16,000	18,000	18,000
7500.02 - Recruitment_Candidates, None	5,000	5,000	5,000
7500.03 - Recruitment_Dispatch, None	14,000	14,000	14,000
7500.04 - Recruitment_Executive, None	5,000	5,000	-
7500.05 - Recruitment_Fire, None	10,000	10,000	15,000
7500.06 - Recruitment_Police, None	15,000	30,000	40,000
7500.07 - Recruitment_Relocation Expense, None	-	-	25,000
7500.None - Recruitment, None	5,000	5,000	5,000
7505.03 - Personnel Prog_Awards Dinner, None	10,000	14,000	14,000
7505.04 - Personnel Prog_EAP, None	24,750	24,750	32,050
7505.07 - Personnel Prog_Medical Exams, None	36,000	36,000	36,000
7505.08 - Personnel Prog_NEO, None	1,500	1,500	1,500
7505.10 - Personnel Prog_Recognition Prog, None	13,000	13,000	13,000
7505.11 - Personnel Prog_Flex Spending, None	9,700	9,700	9,000
7505.13 - Personnel Prog_Wellness, None	15,500	15,500	17,000
7505.None - Personnel Prog, None	33,000	33,000	25,100
7520.None - Hazardous Waste Disposal, None	500	500	500
7530.None - Licenses/Permits, None	4,550	5,350	5,300
7585.None - Comm Participat, None	18,900	18,900	33,925
7821.None - Grant Expendture Pending Award, None	100,000	75,000	486,500
7825.02 - Contributions_Business Incubator, None	53,600	53,600	53,600
7825.05 - Contributions_Downtown BID, None	15,269	15,269	15,269
7825.07 - Contributions_GJEP, None	40,000	40,000	40,000
7825.08 - Contributions_Grand Valley Trans, None	389,886	389,886	515,000
7825.12 - Contributions_Mesa Land Trust, None	20,000	20,000	10,000
7825.14 - Contributions_Colorado Mesa University, None	750,000	750,000	900,000
7825.16 - Contributions_PLIAB, None	14,000	14,000	14,000
7825.17 - Contributions_Riverfront, None	17,121	17,121	17,121
7825.23 - Contributions_Western Slope Center for Children, None	37,500	37,500	87,500
7825.27 - Contributions_Hilltop, None	21,000	21,000	51,000
7825.28 - Contributions_Facade Program, None	30,000	30,000	30,000
7825.29 - Contributions_Arts & Culture Grants, None	40,000	40,000	40,000
7825.31 - Contributions_ED Partners, None	370,000	370,000	369,700
7825.33 - Contributions_Housing Authority, None	75,000	327,622	105,000
7825.34 - Contributions_Mind Springs Health, None	100,000	100,000	-
7825.35 - Contributions_Homeward Bound, None	100,000	200,000	50,000
7825.36 - Contributions_Homeless Plan, None	35,000	35,000	35,000
7825.37 - Contributions_Broadband, None	100,000	100,000	-
7825.38 - Contributions_Botanical Gardens, None	19,650	19,650	-
7825.39 - Contributions_Marketing Plan, None	30,000	30,000	-
7825.40 - Contributions_Museum of Western CO, None	20,000	20,000	20,000
7825.41 - Contributions_Foriegn Trade Zone, None	-	-	100,000
7825.42 - Contributions_DDA, None	1,207,155	1,207,155	1,275,248
7825.43 - Contributions_STRIVE, None	-	-	102,500
7825.44 - Contributions_Karis/The House, None	-	-	59,000
7825.None - Contributions, None	1,025,532	1,025,532	34,301
7900.01 - Operating Equip_Communications, None	22,000	22,000	-
7900.02 - Operating Equip_Computer Hardwar, None	18,000	22,600	17,475
7900.03 - Operating Equip_Computer Softwar, None	41,500	41,500	189,032
7900.04 - Operating Equip_Machinery & Tool, None	25,100	25,100	28,475
7900.07 - Operating Equip_Operating Capital Plan, None	1,216,547	1,138,574	934,236
7900.None - Operating Equip, None	116,585	170,762	261,766



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7910.None - Furniture/Fixtures, None	1,850	31,350	7,500
6510.09 - Telephone_Air Cards/Mobile Device, None	194,568	194,568	217,608
6510.None - Telephone, None	164,504	164,504	169,227
6550.09 - Utilities_Energy Service Contract, None	28,068	28,068	28,825
7610.None - Comm Center Charges, None	2,643,315	2,643,315	2,819,062
7620.01 - Data Process Chgs_Basic, None	2,237,398	2,237,398	2,246,835
7620.02 - Data Process Chgs_Equip Replace, None	282,829	282,829	286,431
7620.03 - Data Process Chgs_Direct, None	1,626,370	1,626,370	1,765,349
7630.01 - Medical Programs_Health Programs, None	-	-	426,880
7630.02 - Medical Programs_HSA Match, None	-	-	132,000
7630.03 - Medical Programs_Wellness Awards, None	-	-	102,009
7640.None - Liability Insurance, None	264,782	264,782	398,232
7655.01 - Interfund Line Rep_Persigo Rent, None	30,000	30,000	30,000
7680.None - Interfund Fuel, None	393,608	396,008	524,817
7685.01 - Fleet Accrual_Replacement, None	1,634,675	1,634,675	1,825,250
7685.02 - Fleet Accrual_Maintenance, None	1,184,627	1,193,827	1,142,808
7690.01 - Facility Accrual_Maintenance, None	792,539	792,539	766,762
7695.None - Interfund Utilities, None	622,754	622,754	622,754
Non Personnel Operating Total	\$ 25,652,848	\$ 26,342,105	\$ 27,792,209
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	\$ -	\$ 98,454	-
8100.05 - Capital Equip_Vehicles/Machinery_New Acquisition, None	-	-	558,974
8100.None - Capital Equip, None	-	70,648	28,000
Capital Outlay Total	\$ -	\$ 169,102	\$ 586,974
Total Expenditures	\$ 70,136,607	\$ 71,135,962	\$ 76,656,699
Transfers In			
4814.None - Transfer in CDBG Fund, None	\$ 40,000	\$ 40,000	\$ 25,000
4821.None - Transfer in Sales Tax CIP, None	2,904,921	2,904,921	3,196,793
4832.None - Transfer in Solid Waste, None	150,000	150,000	180,000
4874.None - Transfer in Perpetual Care, None	21,500	21,500	37,133
Transfers In Total	\$ 3,116,421	\$ 3,116,421	\$ 3,438,926
Transfers Out			
9201.None - Transfers to Sales Tax CIP Fund, None	\$ 800,000	\$ 225,000	\$ 1,550,000
9402.None - Transfer to Fleet, None	-	134,550	-
Transfers Out Total	\$ 800,000	\$ 359,550	\$ 1,550,000
Contingency and Reserves			
8920.None - Contingency, None	\$ 175,000	\$ -	\$ 175,000
Contingency and Reserves Total	\$ 175,000	\$ -	\$ 175,000
102 Visit Grand Junction			
Revenue			
Taxes			
4030.None - Vendor's Fee Reduction, None	\$ 715,475	\$ 780,428	\$ 803,841
4040.None - Lodging Tax, None	1,506,588	1,526,041	1,588,609
Taxes Total	\$ 2,222,063	\$ 2,306,469	\$ 2,392,450
Charges for Service			
4300.None - Merchandise Sales, None	\$ 2,500	\$ 2,500	-
4305.None - Marketing Services Revenue, None	7,500	9,500	9,500
Charges for Service Total	\$ 10,000	\$ 12,000	\$ 9,500
Interest			
4610.None - Interest Income, None	\$ 700	\$ 700	\$ 7,388
Interest Total	\$ 700	\$ 700	\$ 7,388



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Intergovernmental				
4200.03 - Grant/Reimb Rev_State, None	\$ -	\$ 25,000	\$ -	
4200.04 - Grant/Reimb Rev_Other, None	-	15,767	-	
4200.05 - Grant/Reimb Rev_Pending Award, None	-	-	41,767	
Intergovernmental Total	\$ -	\$ 40,767	\$ 41,767	
Total Revenue	\$ 2,232,763	\$ 2,359,936	\$ 2,451,105	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 555,986	\$ 559,986	\$ 500,625	
5010.None - Cellular Telephone, None	1,804	1,804	-	
5099.None - Pay Plan Contingency, None	4,306	-	-	
5290.None - Seasonal Part-Time, None	10,487	10,487	12,440	
5390.None - Overtime, None	2,952	2,952	2,944	
5420.None - Gen Retire Plan, None	37,934	37,934	33,426	
5450.None - Retirement Payout, None	18,254	18,254	-	
5510.None - Social Security Cont, None	36,701	36,949	32,147	
5515.None - Medicare Cont, None	8,587	8,645	7,522	
5610.None - Worker's Compensation, None	1,780	1,780	1,893	
5620.None - Dental Insurance, None	5,946	5,946	7,662	
5625.None - Health Insurance, None	97,816	97,816	140,970	
5630.None - Life Insurance, None	830	830	702	
5635.None - Long Term Disability, None	2,086	2,086	1,751	
5820.02 - Allowances_Automobile, None	4,201	4,201	2,401	
Labor and Benefits Total	\$ 789,670	\$ 789,670	\$ 744,483	
Non Personnel Operating				
6010.None - Cost of Goods Sold, None	\$ 1,000	\$ 1,000	\$ -	
6105.02 - Operating Supply_Business Meals, None	5,500	5,500	8,500	
6105.03 - Operating Supply_Comput/Printer, None	2,000	2,000	1,200	
6105.08 - Operating Supply_Janitorial, None	1,500	1,500	1,500	
6105.10 - Operating Supply_Minor Equip, None	500	500	500	
6105.11 - Operating Supply_Office, None	1,500	1,500	1,500	
6105.None - Operating Supply, None	10,000	10,000	9,855	
6120.None - Postage/Freight, None	22,000	22,000	22,000	
6210.01 - Repairs/Maint_Buildings, None	5,000	5,000	5,000	
6210.04 - Repairs/Maint_Equipment, None	3,500	2,000	-	
6210.None - Repairs/Maint, None	1,000	1,000	1,000	
6310.None - Printing/Publications, None	35,000	31,500	35,000	
6400.05 - Advertising_Special Events, None	42,000	39,500	22,500	
6400.06 - Advertising_Special Programs, None	123,500	142,000	97,800	
6400.None - Advertising, None	70,300	74,550	92,000	
6550.05 - Utilities_Sewer, None	550	550	500	
6550.06 - Utilities_Solid Waste, None	750	750	700	
6550.07 - Utilities_Water, None	2,400	2,400	2,200	
6550.10 - Utilities_Cable/Internet, None	800	800	-	
6825.01 - Allowance/Reimb_Mileage, None	1,000	1,000	1,075	
6830.01 - Professional Develop_Training, None	12,000	16,300	18,000	
6835.None - Dues, None	16,000	16,000	14,275	
7410.07 - Contract Svcs_Consultant, None	46,000	22,500	146,000	
7410.13 - Contract Svcs_Financial Audit, None	736	736	686	
7410.28 - Contract Svcs_Website, None	170,000	170,000	170,000	
7410.None - Contract Svcs, None	385,000	385,000	385,000	
7585.None - Comm Participat, None	1,000	1,000	1,465	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7700.None - Special Events, None	40,000	35,450	84,000
7821.None - Grant Expendture Pending Award, None	-	-	50,000
7900.03 - Operating Equip_Computer Softwar, None	-	90,673	-
7910.None - Furniture/Fixtures, None	-	3,500	-
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	660
6510.None - Telephone, None	5,082	5,082	5,697
6550.09 - Utilities_Energy Service Contract, None	1,966	1,966	2,019
7620.01 - Data Process Chgs_Basic, None	47,145	47,145	55,242
7620.02 - Data Process Chgs_Equip Replace, None	4,627	4,627	4,560
7620.03 - Data Process Chgs_Direct, None	11,734	11,734	251,228
7630.01 - Medical Programs_Health Programs, None	-	-	7,452
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,781
7640.None - Liability Insurance, None	962	962	1,447
7650.01 - Interfund Chgs_General Govt, None	113,797	75,864	81,994
7680.None - Interfund Fuel, None	686	686	1,041
7685.01 - Fleet Accrual_Replacement, None	1,766	1,766	2,039
7685.02 - Fleet Accrual_Maintenance, None	437	437	864
7695.None - Interfund Utilities, None	6,733	6,733	6,733
Non Personnel Operating Total	\$ 1,196,131	\$ 1,243,871	\$ 1,595,013
Total Expenditures	\$ 1,985,801	\$ 2,033,541	\$ 2,339,496
Transfers Out			
9303.None - Transfers to TRCC Fund, None	\$ 200,000	\$ 200,000	\$ 200,000
Transfers Out Total	\$ 200,000	\$ 200,000	\$ 200,000
104 CDBG Fund			
Revenue			
Intergovernmental			
4200.01 - Grant/Reimb Rev_Federal, None	\$ 400,521	\$ 400,521	\$ 465,028
Intergovernmental Total	\$ 400,521	\$ 400,521	\$ 465,028
Interest			
4610.None - Interest Income, None	\$ -	\$ -	\$ 1,628
Interest Total	\$ -	\$ -	\$ 1,628
Total Revenue	\$ 400,521	\$ 400,521	\$ 466,656
Expenditures			
Non Personnel Operating			
7820.None - Grant Distributions, None	\$ 134,538	\$ 134,538	\$ 261,528
Non Personnel Operating Total	\$ 134,538	\$ 134,538	\$ 261,528
Total Expenditures	\$ 134,538	\$ 134,538	\$ 261,528
Transfers Out			
9100.None - Transfers to General Fund, None	\$ 40,000	\$ 40,000	\$ 25,000
9201.None - Transfers to Sales Tax CIP Fund, None	195,686	122,000	232,186
9301.None - Transfer to Water Fund, None	-	-	20,000
Transfers Out Total	\$ 235,686	\$ 162,000	\$ 277,186
105 Parkland Expansion Fund			
Revenue			
Fines and Forfeitures			
4410.01 - Fines_Animal Control, None	\$ 8,000	\$ 8,000	\$ 8,000
Fines and Forfeitures Total	\$ 8,000	\$ 8,000	\$ 8,000
Interest			
4610.None - Interest Income, None	\$ 2,100	\$ 2,100	\$ 9,974
Interest Total	\$ 2,100	\$ 2,100	\$ 9,974



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
Other			
4315.01 - Development Fees_Land, None	\$ 75,000	\$ 500,356	\$ 300,000
4315.02 - Development Fees_Unit, None	49,700	99,700	50,000
Other Total	\$ 124,700	\$ 600,056	\$ 350,000
Total Revenue	\$ 134,800	\$ 610,156	\$ 367,974
Expenditures			
Transfers Out			
9201.None - Transfers to Sales Tax CIP Fund, None	\$ 184,792	\$ 59,792	\$ 1,137,589
Transfers Out Total	\$ 184,792	\$ 59,792	\$ 1,137,589
110 Conservation Trust Fund			
Revenue			
Intergovernmental			
4200.None - Grant/Reimb Rev, None	\$ 91,666	\$ 91,666	\$ 37,640
4230.01 - Lottery Funds_State, None	624,000	665,000	685,000
Intergovernmental Total	\$ 715,666	\$ 756,666	\$ 722,640
Interest			
4610.None - Interest Income, None	\$ 700	\$ 700	\$ 4,013
Interest Total	\$ 700	\$ 700	\$ 4,013
Total Revenue	\$ 716,366	\$ 757,366	\$ 726,653
Expenditures			
Transfers Out			
9201.None - Transfers to Sales Tax CIP Fund, None	\$ 249,982	\$ 249,982	\$ 590,982
9306.None - Transfers to Tiara Rado GC, None	85,000	85,000	160,000
9614.None - Transfers to GJPFC, None	232,675	232,675	230,175
Transfers Out Total	\$ 567,657	\$ 567,657	\$ 981,157
201 Sales Tax CIP Fund			
Revenue			
Taxes			
4020.04 - Sales Tax_Refunds, None	\$ (9,500)	\$ (9,500)	\$ -
4020.None - Sales Tax, None	12,065,927	12,918,973	13,371,998
4025.None - Use Tax, None	381,818	379,647	381,818
Taxes Total	\$ 12,438,245	\$ 13,289,120	\$ 13,753,816
Intergovernmental			
4200.01 - Grant/Reimb Rev_Federal, None	\$ -	\$ 791,010	\$ -
4200.02 - Grant/Reimb Rev_State Energy Imp, None	275,000	-	185,500
4200.03 - Grant/Reimb Rev_State, None	1,000,000	1,630,000	25,000
4200.04 - Grant/Reimb Rev_Other, None	183,679	221,179	208,679
4200.None - Grant/Reimb Rev, None	6,000,000	9,000,000	-
Intergovernmental Total	\$ 7,458,679	\$ 11,642,189	\$ 419,179
Charges for Service			
4330.04 - Prof Svcs Rev_Traffic Sign/Strip, None	\$ -	\$ -	\$ 50,000
4385.None - Utility Construction Reimburse, None	30,000	30,000	30,000
Charges for Service Total	\$ 30,000	\$ 30,000	\$ 80,000
Other			
4660.None - Sale of Land, None	\$ -	\$ -	\$ 350,000
4750.None - Donations, None	220,000	560,000	2,759,748
Other Total	\$ 220,000	\$ 560,000	\$ 3,109,748
Total Revenue	\$ 20,146,924	\$ 25,521,309	\$ 17,362,743
Expenditures			
Non Personnel Operating			



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7310.07 - Charges/Fees_Treasurer, None	\$ 400	\$ 400	\$ -
7410.None - Contract Svcs, None	90,000	90,000	225,000
7825.42 - Contributions_DDA, None	94,588	94,588	120,123
Non Personnel Operating Total	\$ 184,988	\$ 184,988	\$ 345,123
Capital Outlay			
8210.None - Facility Construction New, None	\$ 4,560,000	\$ 480,000	\$ 675,000
8215.None - Facility Improvements, None	233,686	233,686	350,000
8225.None - Land Acquisition, None	23,000	23,000	-
8230.01 - Land Improve_Park Development, None	-	-	726,314
8230.02 - Land Improve_Park Improve, None	3,256,000	306,000	717,000
8230.None - Land Improve, None	-	10,497,482	1,650,000
8315.None - Alley Improvements, None	-	75,000	-
8320.None - Bridge Construction - New, None	-	926,500	-
8330.None - Curb, Gutter & Sidewalk - New, None	172,000	277,000	165,000
8335.None - Curb, Gutter & Sidewalk Improve, None	-	75,000	100,000
8355.None - Street Maintenance, None	3,125,000	3,849,065	4,400,000
8360.None - Street Reconstruction, None	2,750,000	1,400,000	1,400,000
8370.None - Traffic Signals & Controls, None	217,000	217,000	304,000
8375.None - Trail Construction - New, None	345,000	20,000	2,512,045
8510.None - Other Infrastructure Improvement, None	-	730,000	137,500
Capital Outlay Total	\$ 14,681,686	\$ 19,109,733	\$ 13,136,859
Total Expenditures	\$ 14,866,674	\$ 19,294,721	\$ 13,481,982
Transfers In			
4810.None - Transfer in General Fund, None	\$ 800,000	\$ 225,000	\$ 1,550,000
4814.None - Transfer in CDBG Fund, None	195,686	122,000	232,186
4815.None - Transfer in Parkland Expansion, None	184,792	59,792	1,137,589
4850.None - Transfer in Consvr Trust Fund, None	249,982	249,982	590,982
4865.None - Transfer In Riverside Parkway Debt Retirement, None	3,167,000	3,017,000	3,384,000
Transfers In Total	\$ 4,597,460	\$ 3,673,774	\$ 6,894,757
Transfers Out			
9100.None - Transfers to General Fund, None	\$ 2,904,921	\$ 2,904,921	\$ 3,196,793
9202.None - Transfers to Storm Drainage Fund, None	-	127,010	200,000
9208.None - Transfers to Facilities Fund, None	-	-	200,000
9301.None - Transfer to Water Fund, None	-	-	450,000
9303.None - Transfers to TRCC Fund, None	-	-	300,000
9402.None - Transfer to Fleet, None	352,000	352,000	384,000
9610.11 - Transfer to Debt Serv_PSI COP's 2010, None	1,810,015	1,810,015	1,826,215
9610.12 - Transfer to Debt Serv_Parkway 12 Refunding, None	3,855,125	3,855,125	3,859,125
9615.None - Transfer To Parkway Debt Retirem, None	845,184	768,170	2,024,608
Transfers Out Total	\$ 9,767,245	\$ 9,817,241	\$ 12,440,741
202 Storm Drainage Fund			
Revenue			
Intergovernmental			
4315.None - Development Fees, None	\$ 16,000	\$ 40,000	\$ 16,000
Intergovernmental Total	\$ 16,000	\$ 40,000	\$ 16,000
Interest			
4610.None - Interest Income, None	\$ -	\$ -	\$ 975
Interest Total	\$ -	\$ -	\$ 975
Total Revenue	\$ 16,000	\$ 40,000	\$ 16,975
Expenditures			
Capital Outlay			



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
8445.None - Drainage System Improvements, None	\$ 16,000	\$ 143,010	\$ 266,000
Capital Outlay Total	\$ 16,000	\$ 143,010	\$ 266,000
Total Expenditures	\$ 16,000	\$ 143,010	\$ 266,000

Transfers In

4821.None - Transfer in Sales Tax CIP, None	\$ -	\$ 127,010	\$ 200,000
Transfers In Total	\$ -	\$ 127,010	\$ 200,000

207 Transportation Capacity Fund

Revenue

Charges for Service

4315.None - Development Fees, None	\$ 1,530,000	\$ 1,530,000	\$ 1,560,600
Charges for Service Total	\$ 1,530,000	\$ 1,530,000	\$ 1,560,600

Intergovernmental

4315.None - Development Fees, None	\$ 50,000	\$ 50,000	\$ -
Intergovernmental Total	\$ 50,000	\$ 50,000	\$ -

Interest

4315.None - Development Fees, None	\$ -	\$ -	\$ 34,844
Interest Total	\$ -	\$ -	\$ 34,844

Total Revenue \$ 1,580,000 \$ 1,580,000 \$ 1,595,444

Expenditures

Operating

7410.None - Contract Svcs, None	\$ -	\$ 4,000	\$ -
Operating Total	\$ -	\$ 4,000	\$ -

Capital Outlay

8350.None - Street Capacity Expansion, None	\$ 1,100,000	\$ 600,000	\$ 1,973,000
8510.None - Other Infrastructure Improvement, None	200,000	-	-
Capital Outlay Total	\$ 1,300,000	\$ 600,000	\$ 1,973,000
Total Expenditures	\$ 1,300,000	\$ 604,000	\$ 1,973,000

610 General Debt Service Fund

Revenue

Intergovernmental

4200.01 - Grant/Reimb Rev_Federal, None	\$ 722,025	\$ 722,025	\$ 723,568
Intergovernmental Total	\$ 722,025	\$ 722,025	\$ 723,568

Interest

4620.None - Direct Interest Earnings, None	\$ -	\$ -	\$ 270
Interest Total	\$ -	\$ -	\$ 270

Total Revenue \$ 722,025 \$ 722,025 \$ 723,838

Expenditures

Non Personnel Operating

7270.11 - Debt Service Fees_PSI COP's 2010, None	\$ 2,510	\$ 2,510	\$ -
7270.12 - Debt Service Fees_Parkway 2012, None	500	500	-
Non Personnel Operating Total	\$ 3,010	\$ 3,010	\$ -

Debt Service

8860.11 - Bond Principal_PSI COP's 2010, None	\$ 790,000	\$ 790,000	\$ 825,000
8860.12 - Bond Principal_Parkway 2012, None	2,845,000	2,845,000	2,975,000
8870.11 - Interest Expense_PSI COP's 2010, None	2,239,535	2,239,535	2,203,985
8870.12 - Interest Expense_Parkway 2012, None	1,009,625	1,009,625	883,625
Debt Service Total	\$ 6,884,160	\$ 6,884,160	\$ 6,887,610
Total Expenditures	\$ 6,887,170	\$ 6,887,170	\$ 6,887,610

Transfers In

4811.None - Transfer in E911 Fund, None	\$ 500,000	\$ 500,000	\$ 500,000
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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4821.11 - Transfer in Sales Tax CIP_PSI COP's 2010, None	1,810,015	1,810,015	1,826,215
4821.12 - Transfer in Sales Tax CIP_Parkway 12 Refunding, None	3,855,125	3,855,125	3,859,125
Transfers In Total	\$ 6,165,140	\$ 6,165,140	\$ 6,185,340

614 GJ Public Finance Corp Fund

Revenue

<u>Interest</u>			
4620.None - Direct Interest Earnings, None	\$ -	\$ -	248
Interest Total	\$ -	\$ -	248
<u>Other</u>			
4755.None - Contributions, None	\$ 300,000	\$ 300,000	300,000
Other Total	\$ 300,000	\$ 300,000	300,000
Total Revenue	\$ 300,000	\$ 300,000	300,248

Expenditures

<u>Non Personnel Operating</u>			
7270.None - Debt Service Fees, None	\$ 1,510	\$ 1,510	-
Non Personnel Operating Total	\$ 1,510	\$ 1,510	-
<u>Debt Service</u>			
8860.None - Bond Principal, None	\$ 240,000	\$ 240,000	245,000
8870.None - Interest Expense, None	291,175	291,175	283,675
Debt Service Total	\$ 531,175	\$ 531,175	528,675
Total Expenditures	\$ 532,685	\$ 532,685	528,675
<u>Transfers In</u>			
4850.None - Transfer in Consvr Trust Fund, None	\$ 232,675	\$ 232,675	230,175
Transfers In Total	\$ 232,675	\$ 232,675	230,175

615 Riverside Pkwy Debt Retirement

Revenue

<u>Interest</u>			
4610.None - Interest Income, None	\$ 110,000	\$ 110,000	156,122
Interest Total	\$ 110,000	\$ 110,000	156,122
Total Revenue	\$ 110,000	\$ 110,000	156,122

Expenditures

<u>Transfers In</u>			
4821.None - Transfer in Sales Tax CIP, None	\$ 845,184	\$ 768,170	2,024,608
Transfers In Total	\$ 845,184	\$ 768,170	2,024,608
<u>Transfers Out</u>			
9201.None - Transfers to Sales Tax CIP Fund, None	\$ 3,167,000	\$ 3,017,000	3,384,000
Transfers Out Total	\$ 3,167,000	\$ 3,017,000	3,384,000

301 Water Fund

Revenue

<u>Intergovernmental</u>			
4200.04 - Grant/Reimb Rev_Other, None	\$ 26,597	\$ 26,597	-
4200.05 - Grant/Reimb Rev_Pending Award, None	-	-	70,000
Intergovernmental Total	\$ 26,597	\$ 26,597	70,000
<u>Charges for Service</u>			
4340.01 - Service Chgs_Meter Turn On/Off, None	\$ 44,000	\$ 44,000	46,000
4340.03 - Service Chgs_Water Sale-In City, None	6,420,858	6,920,858	7,227,137
4340.04 - Service Chgs_Water Sale-Out City, None	156,584	156,584	164,413
4340.05 - Service Chgs_Raw Water Sale, None	45,000	45,000	48,000
4340.06 - Service Chgs_Bulk Water Sale, None	35,000	22,000	42,000



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4340.07 - Service Chgs_Reservoir Wtr Sale, None	20,000	-	20,000
4415.None - Delinquent Charges, None	53,000	53,000	53,000
4700.01 - Misc Revenue_NSF Fees, None	-	-	1,000
4700.None - Misc Revenue, None	2,000	2,000	2,000
Charges for Service Total	\$ 6,776,442	\$ 7,243,442	\$ 7,603,550
Interfund Revenue			
4390.02 - Interfund Chgs_Sewer, None	\$ 428,963	\$ 428,963	\$ 499,761
4390.03 - Interfund Chgs_Solid Waste, None	217,009	217,009	255,888
4390.06 - Interfund Chgs_Irrigation, None	9,815	9,815	11,280
4391.None - Interfund Line Repair, None	100,000	100,000	-
Interfund Revenue Total	\$ 755,787	\$ 755,787	\$ 766,929
Interest			
4610.None - Interest Income, None	\$ 32,000	\$ 32,000	\$ 115,491
Interest Total	\$ 32,000	\$ 32,000	\$ 115,491
Other			
4650.01 - Lease Revenue_Hunting, None	\$ 3,000	\$ 3,000	\$ 3,000
4650.02 - Lease Revenue_Ranch, None	45,000	45,000	41,000
4650.None - Lease Revenue, None	10,700	10,700	10,700
Other Total	\$ 58,700	\$ 58,700	\$ 54,700
Capital Proceeds			
4671.None - Note Proceeds, None	\$ 1,010,000	\$ 1,010,000	\$ -
4685.None - Tap Charges, None	48,500	48,500	109,000
Capital Proceeds Total	\$ 1,058,500	\$ 1,058,500	\$ 109,000
Total Revenue	\$ 8,708,026	\$ 9,175,026	\$ 8,719,670
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 1,887,233	\$ 1,893,154	\$ 1,926,934
5010.None - Cellular Telephone, None	2,714	2,714	2,638
5099.None - Pay Plan Contingency, None	5,921	-	-
5290.None - Seasonal Part-Time, None	19,642	19,642	51,318
5390.None - Overtime, None	87,543	87,543	91,923
5420.None - Gen Retire Plan, None	115,178	115,178	120,416
5450.None - Retirement Payout, None	-	-	50,196
5510.None - Social Security Cont, None	123,591	123,591	131,417
5515.None - Medicare Cont, None	28,966	28,966	30,786
5610.None - Worker's Compensation, None	49,442	49,442	52,574
5620.None - Dental Insurance, None	21,048	21,048	21,672
5625.None - Health Insurance, None	422,867	422,867	488,052
5630.None - Life Insurance, None	2,843	2,843	2,962
5635.None - Long Term Disability, None	7,130	7,130	7,424
5820.02 - Allowances_Automobile, None	1,890	1,890	1,081
Labor and Benefits Total	\$ 2,776,008	\$ 2,776,008	\$ 2,979,393
Non Personnel Operating			
6105.03 - Operating Supply_Comput/Printer, None	\$ 500	\$ 500	\$ 600
6105.07 - Operating Supply_Hardware, None	100	100	300
6105.08 - Operating Supply_Janitorial, None	650	650	650
6105.10 - Operating Supply_Minor Equip, None	2,300	2,300	2,000
6105.11 - Operating Supply_Office, None	6,544	6,544	6,500
6105.13 - Operating Supply_Small Tools, None	4,400	4,400	4,250
6105.None - Operating Supply, None	62,825	62,825	63,000
6120.None - Postage/Freight, None	181,500	181,500	181,600
6125.None - Uniforms/Clothing, None	4,200	4,200	3,800



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6130.02 - Materials_Gravel, Sand, Soil, None	13,550	13,550	17,000
6145.None - Chemical/Fertilizers, None	102,200	102,200	120,200
6150.01 - Pipe & Supplies_Clamps, None	7,000	7,000	7,500
6150.02 - Pipe & Supplies_Fittings, None	36,250	36,250	35,000
6150.03 - Pipe & Supplies_Meters, None	17,900	17,900	17,900
6150.04 - Pipe & Supplies_Pipe, None	6,000	6,000	-
6150.06 - Pipe & Supplies_Valves, None	4,950	4,950	3,000
6150.07 - Pipe & Supplies_Yokes, None	21,500	21,500	35,000
6150.None - Pipe & Supplies, None	25,000	25,000	40,000
6160.03 - Equip Parts/Supply_Oil & Grease, None	100	100	-
6210.03 - Repairs/Maint_Electrical, None	5,200	5,200	10,200
6210.04 - Repairs/Maint_Equipment, None	14,500	14,500	13,500
6210.05 - Repairs/Maint_Hydrants, None	13,000	13,000	13,000
6210.07 - Repairs/Maint_Pipe, None	4,800	4,800	4,000
6210.08 - Repairs/Maint_Property, None	2,000	2,000	3,500
6210.09 - Repairs/Maint_Pumps, None	5,100	5,100	9,000
6210.None - Repairs/Maint, None	22,000	22,000	25,500
6270.02 - Damage Repair_Outside Property, None	-	-	2,000
6270.03 - Damage Repair_Vehicles, None	2,500	2,500	2,000
6310.None - Printing/Publications, None	500	500	650
6400.None - Advertising, None	8,000	8,000	7,500
6510.02 - Telephone_Cellular, None	2,085	2,085	-
6550.04 - Utilities_Gas, None	800	800	1,200
6550.06 - Utilities_Solid Waste, None	800	800	800
6550.07 - Utilities_Water, None	6,000	6,000	6,000
6550.08 - Utilities_Water Fees, None	9,450	9,450	7,500
6640.01 - Rent_Equipment, None	500	500	500
6640.03 - Rent_Property/Space, None	17,760	17,760	17,760
6830.01 - Professional Develop_Training, None	18,485	18,485	23,700
6830.02 - Professional Develop_Travel, None	5,000	5,000	6,200
6835.None - Dues, None	13,130	13,130	13,355
7310.02 - Charges/Fees_Credit Card, None	510	510	400
7310.07 - Charges/Fees_Treasurer, None	4,500	4,500	4,500
7410.08 - Contract Svcs_Consum Confidence, None	1,000	1,000	600
7410.13 - Contract Svcs_Financial Audit, None	2,685	2,685	2,503
7410.15 - Contract Svcs_Laundry, None	800	800	800
7410.19 - Contract Svcs_Patching, None	52,500	52,500	52,500
7410.24 - Contract Svcs_Security, None	-	-	3,000
7410.27 - Contract Svcs_Traffic Control, None	16,000	16,000	16,000
7410.37 - Contract Svcs_Lab Testing, None	26,000	26,000	-
7410.None - Contract Svcs, None	195,000	210,000	193,700
7430.13 - Contract Maintenance_Elevator, None	2,100	2,100	3,000
7430.None - Contract Maintenance, None	1,000	1,000	300
7505.10 - Personnel Prog_Recognition Prog, None	-	1,750	2,000
7530.None - Licenses/Permits, None	2,000	2,000	3,000
7585.None - Comm Participat, None	19,400	17,650	21,350
7750.None - Special Operating Projects, None	-	-	10,000
7900.04 - Operating Equip_Machinery & Tool, None	13,100	13,100	13,000
7900.None - Operating Equip, None	8,000	8,000	10,700
7910.None - Furniture/Fixtures, None	1,000	1,000	5,000
6510.09 - Telephone_Air Cards/Mobile Device, None	2,916	2,916	4,620
6510.None - Telephone, None	7,691	7,691	8,713



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7620.01 - Data Process Chgs_Basic, None	111,340	111,340	113,497
7620.02 - Data Process Chgs_Equip Replace, None	8,855	8,855	9,055
7620.03 - Data Process Chgs_Direct, None	175,864	175,864	278,848
7630.01 - Medical Programs_Health Programs, None	-	-	33,000
7630.02 - Medical Programs_HSA Match, None	-	-	3,750
7630.03 - Medical Programs_Wellness Awards, None	-	-	7,886
7640.None - Liability Insurance, None	45,936	45,936	69,088
7650.01 - Interfund Chgs_General Govt, None	520,688	520,688	596,006
7680.None - Interfund Fuel, None	34,016	34,016	53,356
7685.01 - Fleet Accrual_Replacement, None	83,762	83,762	96,755
7685.02 - Fleet Accrual_Maintenance, None	121,085	121,085	97,353
7690.01 - Facility Accrual_Maintenance, None	29,976	29,976	28,434
7695.None - Interfund Utilities, None	62,258	62,258	62,258
Non Personnel Operating Total	\$ 2,199,061	\$ 2,214,061	\$ 2,511,137
Debt Service			
8850.10 - Note Principal_Water Rev 2009, None	\$ 180,523	\$ 180,523	\$ 185,064
8850.13 - Note Principal_Water 2016, None	68,920	68,920	64,141
8850.14 - Note Principal_Water 2017, None	29,491	29,491	30,273
8860.03 - Bond Principal_Water 2002, None	210,113	210,113	215,500
8870.03 - Interest Expense_Water 2002, None	41,267	41,267	33,816
8870.10 - Interest Expense_Water Rev 2009, None	64,215	64,215	59,674
8870.13 - Interest Expense_Water 2016, None	31,171	31,171	27,174
8870.14 - Interest Expense_Water 2017, None	20,268	20,268	19,486
Debt Service Total	\$ 645,968	\$ 645,968	\$ 635,128
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	\$ -	\$ -	\$ 140,000
8410.None - Water Supply, None	1,562,662	1,922,638	2,585,000
8415.None - Water Distribution, None	524,000	524,000	3,407,000
8420.None - Water Treatment, None	656,000	699,189	25,000
Capital Outlay Total	\$ 2,742,662	\$ 3,145,827	\$ 6,157,000
Total Expenditures	\$ 8,363,699	\$ 8,781,864	\$ 12,282,658
Transfers In			
4814.None - Transfer in CDBG Fund, None	\$ -	\$ -	\$ 20,000
4821.None - Transfer in Sales Tax CIP, None	-	-	450,000
Transfers In Total	\$ -	\$ -	\$ 470,000
302 Solid Waste Removal Fund			
Revenue			
Charges for Service			
4340.08 - Service Chgs_Recycling, None	\$ 200,000	\$ 200,000	\$ 208,000
4340.None - Service Chgs, None	4,000,000	3,950,000	4,150,000
4700.None - Misc Revenue, None	91,388	91,388	94,441
Charges for Service Total	\$ 4,291,388	\$ 4,241,388	\$ 4,452,441
Interest			
4610.None - Interest Income, None	\$ 11,000	\$ 11,000	\$ 24,022
Interest Total	\$ 11,000	\$ 11,000	\$ 24,022
Total Revenue	\$ 4,302,388	\$ 4,252,388	\$ 4,476,463
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 759,841	\$ 760,379	\$ 757,524
5010.None - Cellular Telephone, None	225	225	270
5099.None - Pay Plan Contingency, None	538	-	-



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5290.None - Seasonal Part-Time, None	1,000	1,000	988
5390.None - Overtime, None	25,000	25,000	26,209
5420.None - Gen Retire Plan, None	46,464	46,464	45,843
5450.None - Retirement Payout, None	7,341	7,341	-
5510.None - Social Security Cont, None	49,171	49,171	48,657
5515.None - Medicare Cont, None	11,519	11,519	11,393
5610.None - Worker's Compensation, None	94,281	94,281	100,253
5620.None - Dental Insurance, None	7,892	7,892	7,418
5625.None - Health Insurance, None	136,467	136,467	145,024
5630.None - Life Insurance, None	1,108	1,108	1,094
5635.None - Long Term Disability, None	2,724	2,724	2,725
5820.02 - Allowances_Automobile, None	420	420	240
Labor and Benefits Total	\$ 1,143,991	\$ 1,143,991	\$ 1,147,638
Non Personnel Operating			
6105.11 - Operating Supply_Office, None	\$ 350	\$ 350	\$ 350
6105.13 - Operating Supply_Small Tools, None	1,300	1,300	1,300
6105.None - Operating Supply, None	6,000	6,000	6,000
6125.None - Uniforms/Clothing, None	1,800	1,800	1,800
6210.None - Repairs/Maint, None	16,000	16,000	16,000
6270.02 - Damage Repair_Outside Property, None	2,000	2,000	2,000
6270.03 - Damage Repair_Vehicles, None	1,000	1,000	1,000
6310.None - Printing/Publications, None	2,700	2,700	2,700
6400.None - Advertising, None	1,800	1,800	1,800
6550.12 - Utilities_Drainage, None	1,700	1,700	-
6830.01 - Professional Develop_Training, None	3,500	3,500	3,500
7310.05 - Charges/Fees_Landfill Commercial, None	124,000	124,000	145,000
7310.06 - Charges/Fees_Landfill-Resident, None	550,000	550,000	643,500
7410.13 - Contract Svcs_Financial Audit, None	1,143	1,143	1,065
7410.22 - Contract Svcs_Recycling, None	742,835	742,835	761,618
7900.None - Operating Equip, None	65,000	65,000	65,000
6510.None - Telephone, None	508	508	670
7620.01 - Data Process Chgs_Basic, None	10,309	10,309	10,044
7620.02 - Data Process Chgs_Equip Replace, None	1,000	1,000	1,479
7620.03 - Data Process Chgs_Direct, None	7,255	7,255	11,383
7630.01 - Medical Programs_Health Programs, None	-	-	13,838
7630.02 - Medical Programs_HSA Match, None	-	-	3,000
7630.03 - Medical Programs_Wellness Awards, None	-	-	3,307
7640.None - Liability Insurance, None	23,001	23,001	34,593
7650.01 - Interfund Chgs_General Govt, None	315,825	315,825	326,850
7650.02 - Interfund Chgs_Utility Billing, None	217,009	217,009	255,888
7680.None - Interfund Fuel, None	103,380	103,380	113,259
7685.01 - Fleet Accrual_Replacement, None	377,297	377,297	435,817
7685.02 - Fleet Accrual_Maintenance, None	343,034	343,034	350,865
7690.01 - Facility Accrual_Maintenance, None	10,550	10,550	11,205
7695.None - Interfund Utilities, None	5,387	5,387	5,387
Non Personnel Operating Total	\$ 2,935,683	\$ 2,935,683	\$ 3,230,218
Debt Service			
8850.None - Note Principal, None	\$ 91,958	\$ 91,958	\$ 94,441
Debt Service Total	\$ 91,958	\$ 91,958	\$ 94,441
Capital Outlay			
8100.04 - Capital Equip_Vehicles/Machinery, None	\$ 300,000	\$ 300,000	-
Capital Outlay Total	\$ 300,000	\$ 300,000	-



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Recommended Budget by Fund				
Classification-Account-Description		2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
Total Expenditures	\$	4,471,632	\$ 4,471,632	\$ 4,472,297
Transfers Out				
9100.None - Transfers to General Fund, None	\$	150,000	\$ 150,000	\$ 180,000
Transfers Out Total	\$	150,000	\$ 150,000	\$ 180,000

303 Two Rivers Convention Cntr Fund

Revenue				
Intergovernmental				
4200.04 - Grant/Reimb Rev_Other, None	\$	196,340	\$ 196,340	\$ 203,304
4200.None - Grant/Reimb Rev, None		3,000,000	400,000	6,600,000
Intergovernmental Total	\$	3,196,340	\$ 596,340	\$ 6,803,304
Interest				
4610.None - Interest Income, None	\$	-	\$ -	\$ 120,442
Interest Total	\$	-	\$ -	\$ 120,442
Charges for Service				
4700.None - Misc Revenue, None	\$	25,000	\$ 25,000	\$ -
Charges for Service Total	\$	25,000	\$ 25,000	\$ -
Total Revenue	\$	3,221,340	\$ 621,340	\$ 6,923,746

Expenditures				
Non Personnel Operating				
7410.None - Contract Svcs, None	\$	225,000	\$ 225,000	\$ 225,000
6550.09 - Utilities_Energy Service Contract, None		31,206	31,206	32,047
7640.None - Liability Insurance, None		7,072	7,072	10,637
7680.None - Interfund Fuel, None		374	374	3,983
7685.01 - Fleet Accrual_Replacement, None		3,449	3,449	5,670
7685.02 - Fleet Accrual_Maintenance, None		3,272	3,272	-
7695.None - Interfund Utilities, None		150,967	150,967	150,967
Non Personnel Operating Total	\$	421,340	\$ 421,340	\$ 428,304
Capital Outlay				
8215.None - Facility Improvements, None	\$	3,000,000	\$ 400,000	\$ 7,020,000
Capital Outlay Total	\$	3,000,000	\$ 400,000	\$ 7,020,000
Total Expenditures	\$	3,421,340	\$ 821,340	\$ 7,448,304
Transfers In				
4812.None - Transfer In VCB, None	\$	200,000	\$ 200,000	\$ 200,000
4821.None - Transfer in Sales Tax CIP, None		-	-	300,000
Transfers In Total	\$	200,000	\$ 200,000	\$ 500,000

305 Golf Courses Fund

Revenue				
Charges for Service				
4300.None - Merchandise Sales, None	\$	232,000	\$ 166,000	\$ 210,000
4305.None - Marketing Services Revenue, None		16,000	-	18,000
4361.01 - Rental Income_Golf Clubs, None		5,500	5,300	19,500
4361.07 - Rental Income_Golf Carts, None		312,000	267,500	314,000
4361.08 - Rental Income_Golf Cart Pass, None		32,500	21,000	33,500
4365.01 - Green Fees_Tournaments, None		90,000	56,500	86,000
4365.03 - Green Fees_Season Tickets, None		242,000	147,000	257,000
4365.None - Green Fees, None		793,000	652,000	795,000
4366.None - Driving Range, None		118,000	94,000	114,000
4367.None - Lessons, None		15,000	3,600	13,000
4700.04 - Misc Revenue_Over/Short, None		-	375	-
4700.None - Misc Revenue, None		11,500	13,560	12,500



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
4710.None - Vendor's Fee, None	-	90	-	
Charges for Service Total	\$ 1,867,500	\$ 1,426,925	\$ 1,872,500	
Interest				
4650.03 - Lease Revenue_Concessions, None	\$ -	\$ -	\$ 2,252	
Interest Total	\$ -	\$ -	\$ 2,252	
Other				
4650.03 - Lease Revenue_Concessions, None	\$ 14,500	\$ 7,000	\$ 20,825	
4760.None - Insurance Reimbursement, None	-	2,470	-	
Other Total	\$ 14,500	\$ 9,470	\$ 20,825	
Total Revenue	\$ 1,882,000	\$ 1,436,395	\$ 1,895,577	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 418,481	\$ 337,641	\$ 454,941	
5010.None - Cellular Telephone, None	1,805	1,488	2,481	
5099.None - Pay Plan Contingency, None	538	-	-	
5290.None - Seasonal Part-Time, None	212,579	214,753	226,914	
5390.None - Overtime, None	1,532	2,168	1,749	
5415.None - Lesson Pay, None	11,001	3,500	11,000	
5420.None - Gen Retire Plan, None	25,111	21,007	27,341	
5510.None - Social Security Cont, None	39,911	36,198	43,452	
5515.None - Medicare Cont, None	9,338	8,422	10,168	
5610.None - Worker's Compensation, None	12,469	12,469	13,260	
5620.None - Dental Insurance, None	3,592	3,365	5,274	
5625.None - Health Insurance, None	72,458	64,483	108,192	
5630.None - Life Insurance, None	629	518	732	
5635.None - Long Term Disability, None	1,619	1,216	1,861	
Labor and Benefits Total	\$ 811,063	\$ 707,228	\$ 907,365	
Non Personnel Operating				
6010.None - Cost of Goods Sold, None	\$ 160,000	\$ 112,400	\$ 146,000	
6105.08 - Operating Supply_Janitorial, None	2,000	1,100	1,500	
6105.10 - Operating Supply_Minor Equip, None	-	5,125	-	
6105.11 - Operating Supply_Office, None	500	250	250	
6105.None - Operating Supply, None	27,940	26,540	17,500	
6120.None - Postage/Freight, None	300	200	300	
6125.None - Uniforms/Clothing, None	100	-	800	
6130.02 - Materials_Gravel, Sand, Soil, None	24,000	22,500	13,000	
6130.03 - Materials_Nursery Stock, None	2,700	3,400	3,200	
6145.01 - Chemical/Fertilizers_Chemicals, None	9,500	11,500	9,500	
6145.02 - Chemical/Fertilizers_Fertilizers, None	41,500	41,500	40,000	
6150.None - Pipe & Supplies, None	5,500	3,200	5,000	
6160.01 - Equip Parts/Supply_Batteries, None	1,200	850	850	
6160.03 - Equip Parts/Supply_Oil & Grease, None	1,700	550	1,475	
6160.04 - Equip Parts/Supply_Parts, None	30,800	37,448	30,800	
6210.01 - Repairs/Maint_Buildings, None	14,900	12,500	14,000	
6210.04 - Repairs/Maint_Equipment, None	1,300	1,300	-	
6210.09 - Repairs/Maint_Pumps, None	600	1,777	600	
6210.None - Repairs/Maint, None	2,000	1,500	1,500	
6270.01 - Damage Repair_City Property, None	-	2,470	-	
6400.None - Advertising, None	8,500	7,000	8,000	
6510.02 - Telephone_Cellular, None	-	290	-	
6550.05 - Utilities_Sewer, None	1,771	1,771	2,055	
6550.06 - Utilities_Solid Waste, None	3,670	3,670	4,650	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6550.07 - Utilities_Water, None	1,450	2,200	-
6550.08 - Utilities_Water Fees, None	31,100	34,100	31,100
6640.01 - Rent_Equipment, None	1,575	1,775	2,800
6825.02 - Allowance/Reimb_Tool, None	600	600	600
6830.01 - Professional Develop_Training, None	2,150	1,050	2,150
6830.02 - Professional Develop_Travel, None	1,400	800	1,600
6835.None - Dues, None	4,350	2,950	3,600
7310.02 - Charges/Fees_Credit Card, None	27,910	27,910	27,000
7410.01 - Contract Svcs_Animal Control, None	400	400	400
7410.13 - Contract Svcs_Financial Audit, None	600	600	559
7410.24 - Contract Svcs_Security, None	-	2,000	2,700
7410.None - Contract Svcs, None	4,400	4,513	4,700
7430.None - Contract Maintenance, None	1,000	2,160	250
7900.None - Operating Equip, None	66,135	75,235	66,185
6510.None - Telephone, None	6,654	6,654	6,368
6550.09 - Utilities_Energy Service Contract, None	4,007	4,007	4,115
7620.01 - Data Process Chgs_Basic, None	51,547	51,547	50,220
7620.02 - Data Process Chgs_Equip Replace, None	4,000	4,000	3,900
7620.03 - Data Process Chgs_Direct, None	2,945	2,945	2,859
7630.01 - Medical Programs_Health Programs, None	-	-	6,388
7630.02 - Medical Programs_HSA Match, None	-	-	750
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,526
7640.None - Liability Insurance, None	11,247	11,247	16,913
7650.01 - Interfund Chgs_General Govt, None	141,151	64,820	131,428
7680.None - Interfund Fuel, None	14,438	14,438	15,042
7685.01 - Fleet Accrual_Replacement, None	96,821	97,630	113,008
7685.02 - Fleet Accrual_Maintenance, None	4,587	4,587	9,974
7695.None - Interfund Utilities, None	46,135	46,135	46,135
Non Personnel Operating Total	\$ 867,083	\$ 763,144	\$ 853,250
Debt Service			
8860.None - Bond Principal, None	\$ 234,171	\$ 122,722	\$ 124,563
8870.None - Interest Expense, None	41,208	26,208	24,367
Debt Service Total	\$ 275,379	\$ 148,930	\$ 148,930
Capital Outlay			
8100.None - Capital Equip, None	\$ -	\$ 38,686	\$ -
8215.None - Facility Improvements, None	-	19,381	-
Capital Outlay Total	\$ -	\$ 58,067	\$ -
Total Expenditures	\$ 1,953,525	\$ 1,677,369	\$ 1,909,545
Transfers In			
4850.None - Transfer in Consvr Trust Fund, None	\$ 85,000	\$ 85,000	\$ 160,000
Transfers In Total	\$ 85,000	\$ 85,000	\$ 160,000

308 Parking Authority Fund

Revenue

Charges for Service

4360.04 - Fee Revenue_4th & Colorado, None	\$ 23,000	\$ 23,000	\$ 30,000
4360.05 - Fee Revenue_5th & Colorado, None	14,000	14,000	17,000
4360.06 - Fee Revenue_6th & Colorado, None	21,000	21,000	25,000
4360.07 - Fee Revenue_6th & Rood, None	7,000	7,000	9,500
4360.09 - Fee Revenue_5th & Grand, None	600	600	600
4360.10 - Fee Revenue_500 Ute, None	2,000	2,000	3,500
4360.11 - Fee Revenue_600 Colorado, None	7,200	7,200	10,500



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
4360.12 - Fee Revenue_7th & Colorado, None	3,000	3,000	6,500
4360.None - Fee Revenue, None	209,000	209,000	371,500
Charges for Service Total	\$ 286,800	\$ 286,800	\$ 474,100
<u>Fines and Forfeitures</u>			
4410.None - Fines, None	\$ 145,000	\$ 145,000	\$ 188,000
Fines and Forfeitures Total	\$ 145,000	\$ 145,000	\$ 188,000
<u>Interest</u>			
4610.None - Interest Income, None	\$ 1,800	\$ 1,800	\$ 4,155
Interest Total	\$ 1,800	\$ 1,800	\$ 4,155
<u>Other</u>			
4500.None - Special Assessments, None	\$ 19,700	\$ 19,700	\$ 19,500
4650.None - Lease Revenue, None	60,000	60,000	35,800
Other Total	\$ 79,700	\$ 79,700	\$ 55,300
Total Revenue	\$ 513,300	\$ 513,300	\$ 721,555
Expenditures			
<u>Labor and Benefits</u>			
5000.None - Full Time Salaries, None	\$ 55,702	\$ 55,702	\$ 59,634
5010.None - Cellular Telephone, None	301	301	346
5290.None - Seasonal Part-Time, None	70,002	70,002	92,773
5420.None - Gen Retire Plan, None	3,319	3,319	3,583
5510.None - Social Security Cont, None	7,795	7,795	9,451
5515.None - Medicare Cont, None	1,826	1,826	2,212
5610.None - Worker's Compensation, None	1,552	1,552	1,650
5620.None - Dental Insurance, None	1,052	1,052	1,191
5625.None - Health Insurance, None	18,548	18,548	36,948
5630.None - Life Insurance, None	96	96	105
5635.None - Long Term Disability, None	215	215	236
Labor and Benefits Total	\$ 160,408	\$ 160,408	\$ 208,129
<u>Non Personnel Operating</u>			
6105.None - Operating Supply, None	\$ 8,500	\$ 8,500	\$ 7,000
6125.None - Uniforms/Clothing, None	500	500	500
6210.06 - Repairs/Maint_Meters, None	6,500	6,500	7,500
6210.08 - Repairs/Maint_Property, None	8,000	8,000	8,000
6400.None - Advertising, None	300	300	-
6550.12 - Utilities_Drainage, None	3,020	3,020	-
7310.02 - Charges/Fees_Credit Card, None	2,585	2,585	76,500
7410.13 - Contract Svcs_Financial Audit, None	160	160	149
7410.None - Contract Svcs, None	6,200	6,200	14,700
7430.13 - Contract Maintenance_Elevator, None	7,500	7,500	-
7900.None - Operating Equip, None	6,000	6,000	6,000
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	3,780
6510.None - Telephone, None	2,054	2,054	335
7620.01 - Data Process Chgs_Basic, None	5,155	5,155	10,044
7620.02 - Data Process Chgs_Equip Replace, None	400	400	800
7620.03 - Data Process Chgs_Direct, None	14,507	14,507	7,225
7640.None - Liability Insurance, None	217	217	327
7650.01 - Interfund Chgs_General Govt, None	38,498	38,498	53,805
7680.None - Interfund Fuel, None	641	641	440
7685.01 - Fleet Accrual_Replacement, None	5,576	5,576	6,441
7685.02 - Fleet Accrual_Maintenance, None	2,538	2,538	3,026
7690.01 - Facility Accrual_Maintenance, None	832	832	865
7695.None - Interfund Utilities, None	10,178	10,178	10,178



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Non Personnel Operating Total	\$ 130,521	\$ 130,521	\$ 217,615	
Debt Service				
8860.None - Bond Principal, None	\$ 206,942	\$ 206,942	\$ 210,046	
8870.None - Interest Expense, None	36,825	36,825	33,721	
Debt Service Total	\$ 243,767	\$ 243,767	\$ 243,767	
Total Expenditures	\$ 534,696	\$ 534,696	\$ 669,511	
309 Ridges Irrigation Fund				
Revenue				
Charges for Service				
4340.None - Service Chgs, None	\$ 269,328	\$ 269,328	\$ 279,728	
Charges for Service Total	\$ 269,328	\$ 269,328	\$ 279,728	
Interest				
4610.None - Interest Income, None	\$ 1,500	\$ 1,500	\$ 2,366	
Interest Total	\$ 1,500	\$ 1,500	\$ 2,366	
Total Revenue	\$ 270,828	\$ 270,828	\$ 282,094	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 70,684	\$ 70,684	\$ 81,073	
5010.None - Cellular Telephone, None	23	23	76	
5099.None - Pay Plan Contingency, None	538	-	-	
5390.None - Overtime, None	828	828	805	
5420.None - Gen Retire Plan, None	4,456	4,456	5,064	
5510.None - Social Security Cont, None	4,429	4,429	5,071	
5515.None - Medicare Cont, None	1,043	1,043	1,192	
5610.None - Worker's Compensation, None	2,600	2,600	2,765	
5620.None - Dental Insurance, None	712	712	810	
5625.None - Health Insurance, None	15,738	15,738	18,942	
5630.None - Life Insurance, None	105	105	122	
5635.None - Long Term Disability, None	279	279	312	
5820.02 - Allowances_Automobile, None	211	211	121	
Labor and Benefits Total	\$ 101,646	\$ 101,108	\$ 116,353	
Non Personnel Operating				
6105.13 - Operating Supply_Small Tools, None	\$ 300	\$ 300	\$ 300	
6105.None - Operating Supply, None	780	780	780	
6150.02 - Pipe & Supplies_Fittings, None	3,250	3,250	3,400	
6160.03 - Equip Parts/Supply_Oil & Grease, None	260	260	260	
6210.03 - Repairs/Maint_Electrical, None	1,200	1,200	3,000	
6210.04 - Repairs/Maint_Equipment, None	2,000	2,000	1,000	
6210.07 - Repairs/Maint_Pipe, None	500	500	500	
6210.09 - Repairs/Maint_Pumps, None	4,500	4,500	4,000	
6210.None - Repairs/Maint, None	325	325	325	
6510.02 - Telephone_Cellular, None	132	132	150	
6550.05 - Utilities_Sewer, None	180	180	270	
6550.07 - Utilities_Water, None	160	160	265	
7410.13 - Contract Svcs_Financial Audit, None	81	81	76	
7410.19 - Contract Svcs_Patching, None	2,500	2,500	1,500	
7410.27 - Contract Svcs_Traffic Control, None	250	250	250	
7900.04 - Operating Equip_Machinery & Tool, None	5,000	5,000	5,000	
7640.None - Liability Insurance, None	558	558	839	
7650.01 - Interfund Chgs_General Govt, None	20,312	20,312	20,980	
7650.02 - Interfund Chgs_Utility Billing, None	9,815	9,815	11,280	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7680.None - Interfund Fuel, None	889	889	2,086
7685.01 - Fleet Accrual_Replacement, None	2,135	2,135	2,466
7685.02 - Fleet Accrual_Maintenance, None	3,738	3,738	2,073
7695.None - Interfund Utilities, None	101,651	101,651	101,651
Non Personnel Operating Total	\$ 160,516	\$ 160,516	\$ 162,451
Capital Outlay			
8435.None - Irrigation System Improvements, None	\$ -	\$ -	100,000
Capital Outlay Total	\$ -	\$ -	100,000
Total Expenditures	\$ 262,162	\$ 261,624	\$ 378,804

900 Joint Sewer Operations Fund

Revenue

Intergovernmental			
4200.01 - Grant/Reimb Rev_Federal, None	\$ 25,112	\$ 25,112	-
4200.04 - Grant/Reimb Rev_Other, None	25,000	25,000	16,023
Intergovernmental Total	\$ 50,112	\$ 50,112	16,023
Charges for Service			
4315.None - Development Fees, None	\$ 50,626.00	\$ 50,626.00	50,626.00
4330.06 - Prof Svcs Rev_Call Out, None	3,000.00	3,000.00	3,060.00
4330.07 - Prof Svcs Rev_Septic Tank Disp, None	175,000.00	175,000.00	175,000.00
4330.08 - Prof Svcs Rev_TV Line, None	2,000.00	2,000.00	2,040.00
4340.13 - Service Chgs_Lift Station Impact, None	13,590.00	13,590.00	13,861.00
4340.14 - Service Chgs_Lift Station Maint, None	5,244.00	5,244.00	5,348.00
4340.15 - Service Chgs_Indust Pretreat, None	16,300.00	16,300.00	16,626.00
4340.16 - Service Chgs_Indust Users, None	132,600.00	132,600.00	135,252.00
4340.None - Service Chgs, None	12,775,705.00	12,775,705.00	12,898,705.00
4396.02 - Fuel Chgs_Outside Agencies, None	190,000.00	190,000.00	190,000.00
4700.None - Misc Revenue, None	51,882.00	51,882.00	54,007.00
Charges for Service Total	\$ 13,415,947	\$ 13,415,947	13,544,525
Fines and Forfeitures			
4410.None - Fines, None	\$ 1,000	\$ 1,000	1,000
Fines and Forfeitures Total	\$ 1,000	\$ 1,000	1,000
Interfund Revenue			
4390.None - Interfund Chgs, None	\$ 31,144	\$ 31,144	-
4396.01 - Fuel Chgs_City, None	165,000	165,000	165,000
Interfund Revenue Total	\$ 196,144	\$ 196,144	165,000
Interest			
4610.None - Interest Income, None	\$ 200,000	\$ 200,000	467,165
Interest Total	\$ 200,000	\$ 200,000	467,165
Other			
4500.None - Special Assessments, None	\$ 24,801	\$ 24,801	24,801
Other Total	\$ 24,801	\$ 24,801	24,801
Capital Proceeds			
4685.None - Tap Charges, None	\$ 2,666,330	\$ 2,666,330	2,865,726
Capital Proceeds Total	\$ 2,666,330	\$ 2,666,330	2,865,726
Total Revenue	\$ 16,554,334	\$ 16,554,334	17,084,240

Expenditures

Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 2,546,169	\$ 2,531,169	2,636,034
5010.None - Cellular Telephone, None	2,167	2,167	2,445
5099.None - Pay Plan Contingency, None	10,227	10,227	-
5290.None - Seasonal Part-Time, None	38,142	38,142	36,455



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5390.None - Overtime, None	57,357	57,357	35,000
5420.None - Gen Retire Plan, None	152,317	152,317	155,054
5510.None - Social Security Cont, None	163,723	163,723	165,189
5515.None - Medicare Cont, None	38,358	38,358	38,684
5610.None - Worker's Compensation, None	89,756	89,756	95,435
5620.None - Dental Insurance, None	27,471	27,471	27,245
5625.None - Health Insurance, None	477,740	477,740	519,378
5630.None - Life Insurance, None	3,715	3,715	3,768
5635.None - Long Term Disability, None	9,516	9,516	9,601
5820.02 - Allowances_Automobile, None	2,101	2,101	1,200
Labor and Benefits Total	\$ 3,618,759	\$ 3,603,759	\$ 3,725,488
Non Personnel Operating			
6105.02 - Operating Supply_Business Meals, None	\$ 250	\$ 250	\$ 250
6105.03 - Operating Supply_Comput/Printer, None	1,600	1,600	1,600
6105.08 - Operating Supply_Janitorial, None	8,950	8,950	8,950
6105.09 - Operating Supply_Medical, None	958	958	958
6105.10 - Operating Supply_Minor Equip, None	15,200	15,200	15,200
6105.11 - Operating Supply_Office, None	4,700	4,700	4,700
6105.13 - Operating Supply_Small Tools, None	13,800	13,800	13,800
6105.None - Operating Supply, None	49,786	49,786	36,135
6120.None - Postage/Freight, None	500	500	500
6125.None - Uniforms/Clothing, None	4,460	4,460	4,460
6145.None - Chemical/Fertilizers, None	270,000	270,000	246,500
6150.None - Pipe & Supplies, None	500	500	500
6160.02 - Equip Parts/Supply_Filters, None	7,150	7,150	7,150
6160.03 - Equip Parts/Supply_Oil & Grease, None	3,850	3,850	3,850
6210.01 - Repairs/Maint_Buildings, None	4,631	4,631	4,631
6210.03 - Repairs/Maint_Electrical, None	80,000	80,000	80,000
6210.04 - Repairs/Maint_Equipment, None	114,369	114,369	114,369
6210.06 - Repairs/Maint_Meters, None	24,000	24,000	24,000
6210.07 - Repairs/Maint_Pipe, None	26,000	26,000	26,000
6210.09 - Repairs/Maint_Pumps, None	15,000	15,000	15,000
6210.19 - Repairs/Maint_CNG/Biogas , None	85,000	85,000	85,000
6210.None - Repairs/Maint, None	51,750	51,750	51,750
6270.02 - Damage Repair_Outside Property, None	40,000	40,000	40,000
6310.None - Printing/Publications, None	2,175	2,175	2,175
6400.None - Advertising, None	1,000	1,000	1,000
6550.07 - Utilities_Water, None	13,500	13,500	13,500
6550.08 - Utilities_Water Fees, None	200	200	200
6550.12 - Utilities_Drainage, None	4,800	4,800	4,800
6825.01 - Allowance/Reimb_Mileage, None	-	-	275
6830.01 - Professional Develop_Training, None	28,250	28,250	29,250
6830.02 - Professional Develop_Travel, None	250	250	250
6835.None - Dues, None	3,500	3,500	3,500
7270.None - Debt Service Fees, None	750	750	750
7310.04 - Charges/Fees_Landfill, None	284,133	284,133	284,133
7310.07 - Charges/Fees_Treasurer, None	2,000	2,000	2,000
7410.03 - Contract Svcs_Bio Monitoring, None	17,000	17,000	16,000
7410.07 - Contract Svcs_Consultant, None	60,000	60,000	-
7410.13 - Contract Svcs_Financial Audit, None	5,000	5,000	5,000
7410.15 - Contract Svcs_Laundry, None	500	500	500
7410.37 - Contract Svcs_Lab Testing, None	-	-	100



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7410.None - Contract Svcs, None	35,200	50,200	35,200
7430.None - Contract Maintenance, None	13,560	13,560	4,600
7530.None - Licenses/Permits, None	27,500	27,500	27,500
7585.None - Comm Participat, None	3,500	3,500	3,500
7900.02 - Operating Equip_Computer Hardwar, None	500	500	1,400
7900.None - Operating Equip, None	9,500	9,500	15,200
6510.09 - Telephone_Air Cards/Mobile Device, None	660	660	7,728
6510.None - Telephone, None	9,548	9,548	8,712
7620.01 - Data Process Chgs_Basic, None	144,845	144,845	131,074
7620.02 - Data Process Chgs_Equip Replace, None	12,060	12,060	11,060
7620.03 - Data Process Chgs_Direct, None	90,655	90,655	126,526
7630.01 - Medical Programs_Health Programs, None	-	-	36,195
7630.02 - Medical Programs_HSA Match, None	-	-	6,750
7630.03 - Medical Programs_Wellness Awards, None	-	-	8,649
7640.None - Liability Insurance, None	57,244	57,244	86,094
7650.01 - Interfund Chgs_General Govt, None	700,780	700,780	667,000
7650.02 - Interfund Chgs_Utility Billing, None	428,963	428,963	499,761
7655.None - Interfund Line Rep, None	100,000	100,000	100,000
7680.None - Interfund Fuel, None	35,470	35,470	46,269
7685.01 - Fleet Accrual_Replacement, None	151,385	151,385	174,865
7685.02 - Fleet Accrual_Maintenance, None	111,820	111,820	105,177
7695.None - Interfund Utilities, None	548,581	548,581	548,581
Non Personnel Operating Total	\$ 3,727,283	\$ 3,742,283	\$ 3,800,577
Debt Service			
8860.02 - Bond Principal_Sewer 2002, None	\$ 435,000	\$ 435,000	\$ 450,000
8860.09 - Bond Principal_Sewer 2009, None	505,000	505,000	1,040,000
8870.02 - Interest Expense_Sewer 2002, None	159,048	159,048	145,591
8870.09 - Interest Expense_Sewer 2009, None	71,749	71,749	48,807
Debt Service Total	\$ 1,170,797	\$ 1,170,797	\$ 1,684,398
Capital Outlay			
8100.03 - Capital Equip_Specialty, None	\$ -	\$ -	\$ 100,000
8425.None - Sewer Collection, None	4,762,593	4,762,593	6,285,000
8430.None - Sewer Treatment, None	4,468,166	4,468,166	1,300,100
Capital Outlay Total	\$ 9,230,759	\$ 9,230,759	\$ 7,685,100
Total Expenditures	\$ 17,747,598	\$ 17,747,598	\$ 16,895,563

101 Enhanced 911 Fund

Revenue

Charges for Service

4322.None - 911 Surcharge, None \$ 2,350,000 \$ 2,350,000 \$ 2,393,288

Charges for Service Total

\$ 2,350,000 \$ 2,350,000 \$ 2,393,288

Interest

4610.None - Interest Income, None \$ 37,000 \$ 37,000 \$ 36,796

Interest Total

\$ 37,000 \$ 37,000 \$ 36,796

Total Revenue \$ 2,387,000 \$ 2,387,000 \$ 2,430,084

Expenditures

Transfers Out

9405.None - Transfers to Comm Center Fund, None \$ 3,172,611 \$ 2,996,357 \$ 2,374,468

9610.11 - Transfer to Debt Serv_PSI COP's 2010, None 500,000 500,000 500,000

Transfers Out Total

\$ 3,672,611 \$ 3,496,357 \$ 2,874,468

401 Information Technology Fund



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
Revenue				
<u>Intergovernmental</u>				
4200.03 - Grant/Reimb Rev_State, None	\$ -	\$ 7,200	\$ -	
Intergovernmental Total	\$ -	\$ 7,200	\$ -	
<u>Charges for Service</u>				
4330.None - Prof Svcs Rev, None	\$ -	\$ 10,000	\$ -	
4360.None - Fee Revenue, None	86,718	93,378	96,660	
Charges for Service Total	\$ 86,718	\$ 103,378	\$ 96,660	
<u>Fines and Forfeitures</u>				
4430.None - Seized Funds, None	\$ -	\$ 33,600	\$ -	
Fines and Forefeitures Total	\$ -	\$ 33,600	\$ -	
<u>Interfund Revenue</u>				
4392.01 - Basic Telephone Chgs_Mobile Device, None	\$ 213,636	\$ 213,636	\$ 257,040	
4392.None - Basic Telephone Chgs, None	209,398	209,398	213,126	
4394.01 - Data Proc Chgs_Basic, None	2,959,592	2,959,592	2,973,517	
4394.02 - Data Proc Chgs_Direct, None	2,534,636	2,534,636	3,490,983	
4394.03 - Data Proc Chgs_Equip Replace, None	380,480	380,480	388,895	
Interfund Revenue Total	\$ 6,297,742	\$ 6,297,742	\$ 7,323,561	
<u>Interest</u>				
4610.None - Interest Income, None	\$ 7,500	\$ 7,500	\$ 36,235	
Interest Total	\$ 7,500	\$ 7,500	\$ 36,235	
Total Revenue	\$ 6,391,960	\$ 6,449,420	\$ 7,456,456	
Expenditures				
<u>Labor and Benefits</u>				
5000.None - Full Time Salaries, None	\$ 1,596,031	\$ 1,596,031	\$ 2,084,316	
5420.None - Gen Retire Plan, None	93,941	93,941	121,986	
5450.None - Retirement Payout, None	33,306	33,306	14,036	
5510.None - Social Security Cont, None	101,028	101,028	126,908	
5515.None - Medicare Cont, None	23,635	23,635	30,440	
5610.None - Worker's Compensation, None	3,130	3,130	4,555	
5620.None - Dental Insurance, None	13,406	13,406	17,326	
5625.None - Health Insurance, None	264,884	264,884	368,255	
5630.None - Life Insurance, None	2,210	2,210	2,625	
5635.None - Long Term Disability, None	5,849	5,849	6,952	
Labor and Benefits Total	\$ 2,137,420	\$ 2,137,420	\$ 2,777,399	
<u>Non Personnel Operating</u>				
6105.None - Operating Supply, None	\$ 37,000	\$ 37,000	\$ 37,150	
6120.None - Postage/Freight, None	450	450	400	
6155.None - Food Stuffs, None	500	500	500	
6310.None - Printing/Publications, None	400	400	300	
6505.01 - Line Charge_Basic Service, None	62,400	64,025	65,700	
6505.02 - Line Charge_Data Line, None	72,000	72,000	72,000	
6505.04 - Line Charge_Internet, None	40,800	40,800	40,800	
6510.02 - Telephone_Cellular, None	230,148	230,148	270,480	
6510.03 - Telephone_Long Distance, None	2,000	2,000	2,000	
6640.03 - Rent_Property/Space, None	1,875	1,875	-	
6825.01 - Allowance/Reimb_Mileage, None	200	200	200	
6830.01 - Professional Develop_Training, None	56,200	56,200	94,200	
6830.02 - Professional Develop_Travel, None	500	500	500	
6835.None - Dues, None	3,835	3,835	4,435	
7410.38 - Contract Svcs_E Waste Disposal, None	2,000	2,000	2,000	
7410.None - Contract Svcs, None	91,000	91,000	91,000	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
7430.03 - Contract Maintenance_Software, None	1,569,997	1,569,997	2,200,831
7430.None - Contract Maintenance, None	924,507	924,507	917,791
7900.None - Operating Equip, None	1,200,000	1,200,000	1,244,484
6105.04 - Operating Supply_Copy Mach, None	83,000	83,000	83,000
6105.05 - Operating Supply_Copy Mach Chgs, None	51,000	51,000	51,000
6510.09 - Telephone_Air Cards/Mobile Device, None	-	-	13,440
7620.03 - Data Process Chgs_Direct, None	79,180	79,180	79,180
7630.01 - Medical Programs_Health Programs, None	-	-	21,290
7630.02 - Medical Programs_HSA Match, None	-	-	1,500
7630.03 - Medical Programs_Wellness Awards, None	-	-	5,088
7640.None - Liability Insurance, None	668	668	1,004
7680.None - Interfund Fuel, None	169	169	254
7685.01 - Fleet Accrual_Replacement, None	1,766	1,766	2,039
7685.02 - Fleet Accrual_Maintenance, None	437	437	864
7690.01 - Facility Accrual_Maintenance, None	31,809	31,809	49,963
7695.None - Interfund Utilities, None	10,479	10,479	10,479
Non Personnel Operating Total	\$ 4,554,320	\$ 4,555,945	\$ 5,363,872
Capital Outlay			
8100.None - Capital Equip, None	\$ 405,000	\$ 405,000	\$ 729,000
Capital Outlay Total	\$ 405,000	\$ 405,000	\$ 729,000
Total Expenditures	\$ 7,096,740	\$ 7,098,365	\$ 8,870,271

402 Fleet and Equipment Fund

Revenue

Intergovernmental			
4200.None - Grant/Reimb Rev, None	\$ 66,200	\$ 76,500	\$ -
Intergovernmental Total	\$ 66,200	\$ 76,500	\$ -
Charges for Service			
4396.02 - Fuel Chgs_Outside Agencies, None	\$ 305,000	\$ 305,000	\$ 310,955
4398.None - Maintenance Chgs, None	436,000	436,000	435,000
4700.None - Misc Revenue, None	500	500	1,000
Charges for Service Total	\$ 741,500	\$ 741,500	\$ 746,955
Interfund Revenue			
4393.02 - Insurance_Veh Damage/Repair, None	\$ -	\$ -	\$ 55,000
4395.01 - Fleet Accrual Chgs_Replacement, None	2,400,005	2,400,005	3,000,000
4395.02 - Fleet Accrual Chgs_Maintenance, None	1,795,000	1,804,200	1,742,793
4396.01 - Fuel Chgs_City, None	589,729	592,129	592,945
Interfund Revenue Total	\$ 4,784,734	\$ 4,796,334	\$ 5,390,738
Interest			
4610.None - Interest Income, None	\$ 7,500	\$ 7,500	\$ 18,213
Interest Total	\$ 7,500	\$ 7,500	\$ 18,213
Capital Proceeds			
4665.None - Sale of Equipment, None	\$ 200,000	\$ 200,000	\$ 150,000
Capital Proceeds Total	\$ 200,000	\$ 200,000	\$ 150,000
Other			
4760.None - Insurance Reimbursement, None	\$ -	\$ -	\$ 2,000
Other Total	\$ -	\$ -	\$ 2,000
Total Revenue	\$ 5,799,934	\$ 5,821,834	\$ 6,307,906

Expenditures

Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 781,155	\$ 787,155	\$ 761,577
5010.None - Cellular Telephone, None	992	992	992



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5099.None - Pay Plan Contingency, None	7,536	-	-
5390.None - Overtime, None	18,192	18,192	18,636
5420.None - Gen Retire Plan, None	46,727	46,727	46,130
5450.None - Retirement Payout, None	-	-	7,147
5510.None - Social Security Cont, None	49,568	49,940	48,821
5515.None - Medicare Cont, None	11,600	11,687	11,423
5610.None - Worker's Compensation, None	15,344	15,344	16,315
5620.None - Dental Insurance, None	8,343	8,343	8,372
5625.None - Health Insurance, None	170,531	170,531	174,709
5630.None - Life Insurance, None	1,221	1,221	1,201
5635.None - Long Term Disability, None	2,989	2,989	2,963
Labor and Benefits Total	\$ 1,114,198	\$ 1,113,121	\$ 1,098,286
Non Personnel Operating			
6020.01 - Fuel_Gasoline, Unleaded, None	\$ 296,644	\$ 296,644	\$ 299,783
6020.02 - Fuel_Diesel, None	268,644	268,644	290,773
6020.05 - Fuel_CNG, None	366,981	366,981	430,554
6105.11 - Operating Supply_Office, None	800	800	800
6105.13 - Operating Supply_Small Tools, None	7,000	7,000	7,000
6105.None - Operating Supply, None	11,000	11,000	11,000
6125.None - Uniforms/Clothing, None	300	300	300
6160.03 - Equip Parts/Supply_Oil & Grease, None	57,000	57,000	54,500
6160.04 - Equip Parts/Supply_Parts, None	574,000	574,000	610,000
6160.05 - Equip Parts/Supply_Tires, None	190,000	190,000	213,000
6210.01 - Repairs/Maint_Buildings, None	20,000	20,000	15,000
6210.04 - Repairs/Maint_Equipment, None	67,800	67,800	50,000
6210.None - Repairs/Maint, None	245,000	245,000	160,000
6400.None - Advertising, None	800	800	800
6510.08 - Telephone_Other, None	675	675	675
6825.02 - Allowance/Reimb_Tool, None	7,200	7,200	9,600
6830.01 - Professional Develop_Training, None	10,000	10,000	10,000
6835.None - Dues, None	500	500	500
7410.15 - Contract Svcs_Laundry, None	4,000	4,000	4,160
7430.None - Contract Maintenance, None	-	-	16,200
7530.None - Licenses/Permits, None	500	500	500
6510.None - Telephone, None	2,795	2,795	3,686
6550.09 - Utilities_Energy Service Contract, None	11,629	11,629	11,943
7620.01 - Data Process Chgs_Basic, None	36,459	36,459	35,154
7620.02 - Data Process Chgs_Equip Replace, None	3,260	3,260	2,660
7620.03 - Data Process Chgs_Direct, None	17,421	17,421	15,313
7630.01 - Medical Programs_Health Programs, None	-	-	12,774
7630.02 - Medical Programs_HSA Match, None	-	-	1,500
7630.03 - Medical Programs_Wellness Awards, None	-	-	3,053
7640.None - Liability Insurance, None	32,960	32,960	49,571
7656.01 - Interfund Insur_Veh Damage/Rep, None	-	-	55,000
7680.None - Interfund Fuel, None	1,533	1,533	2,547
7685.01 - Fleet Accrual_Replacement, None	5,967	5,967	6,893
7685.02 - Fleet Accrual_Maintenance, None	5,806	5,806	6,365
7690.01 - Facility Accrual_Maintenance, None	37,311	37,311	34,162
7695.None - Interfund Utilities, None	35,359	35,359	35,359
Non Personnel Operating Total	\$ 2,319,344	\$ 2,319,344	\$ 2,461,125
Capital Outlay			
8100.04 - Capital Equip_Vehicles/Machinery, None	\$ 3,747,005	\$ 4,787,672	\$ 3,000,000



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
8100.05 - Capital Equip_Vehicles/Machinery_New Acquisition, None	-	-	384,000
8100.None - Capital Equip, None	15,000	15,000	-
Capital Outlay Total	\$ 3,762,005	\$ 4,802,672	\$ 3,384,000
Total Expenditures	\$ 7,195,547	\$ 8,235,137	\$ 6,943,411
Transfers In			
4810.None - Transfer in General Fund, None	\$ -	\$ 134,550	\$ -
4821.None - Transfer in Sales Tax CIP, None	352,000	352,000	384,000
Transfers In Total	\$ 352,000	\$ 486,550	\$ 384,000

404 Self Insurance Fund

Revenue

Charges for Service			
4700.None - Misc Revenue, None	\$ 18,325	\$ 18,325	\$ 25,500
Charges for Service Total	\$ 18,325	\$ 18,325	\$ 25,500
Interfund Revenue			
4393.01 - Insurance_Premiums, None	\$ 2,431,972	\$ 2,431,972	\$ 2,673,145
4393.03 - Medical Programs_Health Programs, None	-	-	606,786
4393.04 - Medical Programs_HSA Match, None	-	-	156,750
4393.05 - Medical Programs_Wellness Awards, None	-	-	145,000
Interfund Revenue Total	\$ 2,431,972	\$ 2,431,972	\$ 3,581,681
Interest			
4610.None - Interest Income, None	\$ 90,306	\$ 90,306	\$ 109,617
Interest Total	\$ 90,306	\$ 90,306	\$ 109,617
Other			
4755.01 - Contributions_Employee, None	\$ 271,436	\$ 271,436	\$ 271,436
4755.02 - Contributions_Retiree Dependents, None	91,029	91,029	91,029
4755.03 - Contributions_Buy-In, None	25,500	25,500	25,500
4755.07 - Contributions_Retiree Premiums, None	35,101	35,101	35,101
Other Total	\$ 423,066	\$ 423,066	\$ 423,066
Total Revenue	\$ 2,963,669	\$ 2,963,669	\$ 4,139,864

Expenditures

Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 228,555	\$ 228,555	\$ 130,456
5010.None - Cellular Telephone, None	241	241	45
5099.None - Pay Plan Contingency, None	538	-	-
5410.01 - Awards_Safety, None	8,300	8,300	17,500
5410.13 - Awards_Wellness, None	145,000	145,000	145,000
5420.None - Gen Retire Plan, None	13,999	13,999	8,195
5510.None - Social Security Cont, None	14,201	14,201	8,118
5515.None - Medicare Cont, None	3,324	3,324	1,902
5610.None - Worker's Compensation, None	1,059	1,059	1,126
5615.None - Unemployment, None	93,000	140,000	-
5620.None - Dental Insurance, None	2,232	2,232	2,120
5625.15 - Health Insurance_HSA Match, None	117,000	117,000	122,250
5625.16 - Health Insurance_Retirees, None	483,796	483,796	483,796
5625.17 - Health Insurance_Retiree Dependants, None	95,023	95,023	95,023
5625.None - Health Insurance, None	45,250	45,250	40,242
5630.None - Life Insurance, None	376	376	212
5635.None - Long Term Disability, None	924	924	496
5820.02 - Allowances_Automobile, None	420	420	420
Labor and Benefits Total	\$ 1,253,238	\$ 1,299,700	\$ 1,056,901
Non Personnel Operating			



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Recommended Budget by Fund				
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget	
6105.12 - Operating Supply_Safety, None	\$ 1,500	\$ 1,500	\$ 1,500	
6105.None - Operating Supply, None	600	600	650	
6310.None - Printing/Publications, None	200	200	200	
6710.02 - Claims_3rd Party Admin, None	75,714	69,800	63,800	
6710.None - Claims, None	615,000	1,115,000	1,065,000	
6720.01 - Insurance Premiums_Boiler, None	12,000	12,000	14,800	
6720.02 - Insurance Premiums_Excess, None	132,000	473,280	2,000	
6720.None - Insurance Premiums, None	928,620	987,407	1,076,928	
6770.None - CIRSA Deductibles, None	877,380	795,000	562,500	
6825.01 - Allowance/Reimb_Mileage, None	-	-	200	
6830.01 - Professional Develop_Training, None	3,100	3,100	5,500	
6835.None - Dues, None	435	435	435	
7310.01 - Charges/Fees_Bond Insurance, None	5,200	-	-	
7310.03 - Charges/Fees_Filing, None	6,500	-	-	
7410.07 - Contract Svcs_Consultant, None	42,500	44,625	46,750	
7505.06 - Personnel Prog_Loss Control, None	5,000	5,000	5,000	
7505.12 - Personnel Prog_Telehealth, None	53,532	53,532	54,210	
7505.13 - Personnel Prog_Wellness, None	60,000	60,000	6,000	
7505.14 - Personnel Prog_Patient Care, None	-	-	-	
7505.16 - Personnel Prog_Health Clinic, None	-	-	555,456	
6510.None - Telephone, None	508	508	670	
7620.01 - Data Process Chgs_Basic, None	15,464	15,464	15,066	
7620.02 - Data Process Chgs_Equip Replace, None	1,400	1,400	1,300	
7620.03 - Data Process Chgs_Direct, None	3,395	3,395	2,456	
Non Personnel Operating Total	\$ 2,840,048	\$ 3,642,246	\$ 3,480,421	
Total Expenditures	\$ 4,093,286	\$ 4,941,946	\$ 4,537,322	
Contingency and Reserves				
8920.None - Contingency, None	\$ 200,000	\$ 200,000	\$ -	
8930.None - Unallocated appropriation, None	\$ -	\$ 2,679,634	\$ 2,897,208	
Contingency and Reserves Total	\$ 200,000	\$ 2,879,634	\$ 2,897,208	
405 Comm Center Fund				
Revenue				
Charges for Service				
4321.None - County Wide System Charges, None	\$ 1,835,362	\$ 1,840,531	\$ 1,927,721	
4330.None - Prof Svcs Rev, None	23,000	33,000	20,000	
Charges for Service Total	\$ 1,858,362	\$ 1,873,531	\$ 1,947,721	
Interfund Revenue				
4390.14 - Interfund Chgs_Police, None	\$ 2,214,258	\$ 2,214,258	\$ 2,358,738	
4390.15 - Interfund Chgs_Fire, None	429,057	429,057	460,324	
Interfund Revenue Total	\$ 2,643,315	\$ 2,643,315	\$ 2,819,062	
Other				
4650.None - Lease Revenue, None	\$ 3,942	\$ 3,942	\$ 2,799	
Other Total	\$ 3,942	\$ 3,942	\$ 2,799	
Interest				
4610.None - Interest Income, None	\$ -	\$ -	\$ 5,491	
Interest Total	\$ -	\$ -	\$ 5,491	
Total Revenue	\$ 4,505,619	\$ 4,520,788	\$ 4,775,073	
Expenditures				
Labor and Benefits				
5000.None - Full Time Salaries, None	\$ 3,103,164	\$ 3,162,101	\$ 2,866,007	
5010.None - Cellular Telephone, None	451	451	-	



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
5099.None - Pay Plan Contingency, None	1,077	-	-
5290.None - Seasonal Part-Time, None	12,583	12,583	36,801
5390.07 - Overtime_Holiday Pay, None	-	-	53,082
5390.None - Overtime, None	363,228	363,228	368,510
5420.None - Gen Retire Plan, None	185,985	189,492	171,753
5510.None - Social Security Cont, None	200,322	203,977	185,671
5515.None - Medicare Cont, None	50,456	51,309	48,684
5610.None - Worker's Compensation, None	18,195	18,195	18,858
5620.None - Dental Insurance, None	32,393	32,876	34,953
5625.None - Health Insurance, None	611,631	636,417	699,575
5630.None - Life Insurance, None	4,181	4,271	4,506
5635.None - Long Term Disability, None	10,608	10,725	11,273
8900.None - Labor Vacancy Savings, None	-	-	-
Labor and Benefits Total	\$ 4,594,274	\$ 4,685,625	\$ 4,499,673
Non Personnel Operating			
6105.11 - Operating Supply_Office, None	\$ 4,500	\$ 4,500	\$ 3,045
6105.None - Operating Supply, None	30,500	30,500	32,480
6125.None - Uniforms/Clothing, None	2,500	2,500	2,538
6210.04 - Repairs/Maint_Equipment, None	15,000	15,000	15,000
6210.None - Repairs/Maint, None	19,000	19,000	19,015
6310.None - Printing/Publications, None	500	500	508
6510.01 - Telephone_CBI, None	1,000	1,000	1,015
6510.03 - Telephone_Long Distance, None	8,500	8,500	-
6510.07 - Telephone_E911 Lines, None	86,000	86,000	81,918
6510.08 - Telephone_Other, None	8,500	8,500	14,000
6640.03 - Rent_Property/Space, None	20,888	20,888	21,201
6830.01 - Professional Develop_Training, None	66,000	66,000	66,855
6830.02 - Professional Develop_Travel, None	15,000	15,000	15,225
6835.None - Dues, None	3,500	3,500	3,553
7410.13 - Contract Svcs_Financial Audit, None	2,284	2,284	2,129
7410.None - Contract Svcs, None	60,000	60,000	60,900
7430.None - Contract Maintenance, None	16,500	16,500	16,748
7505.None - Personnel Prog, None	3,000	3,000	3,045
7585.None - Comm Participat, None	1,000	1,000	1,015
7900.01 - Operating Equip_Communications, None	91,000	91,000	92,365
7900.None - Operating Equip, None	5,000	5,000	5,075
7910.None - Furniture/Fixtures, None	3,500	3,500	3,553
6510.09 - Telephone_Air Cards/Mobile Device, None	7,644	7,644	8,544
6510.None - Telephone, None	6,099	6,099	6,032
7620.01 - Data Process Chgs_Basic, None	299,346	299,346	296,297
7620.02 - Data Process Chgs_Equip Replace, None	59,000	59,000	59,350
7620.03 - Data Process Chgs_Direct, None	543,048	543,048	925,487
7630.01 - Medical Programs_Health Programs, None	-	-	38,323
7630.02 - Medical Programs_HSA Match, None	-	-	5,250
7630.03 - Medical Programs_Wellness Awards, None	-	-	9,158
7640.None - Liability Insurance, None	4,204	4,204	6,323
7650.01 - Interfund Chgs_General Govt, None	318,698	318,698	332,503
7680.None - Interfund Fuel, None	1,995	1,995	3,901
7685.01 - Fleet Accrual_Replacement, None	30,375	30,375	35,087
7685.02 - Fleet Accrual_Maintenance, None	8,225	8,225	8,973
7695.None - Interfund Utilities, None	57,418	57,418	57,418
Non Personnel Operating Total	\$ 1,799,724	\$ 1,799,724	\$ 2,253,829



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Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
Capital Outlay			
8100.01 - Capital Equip_Communication Sys, None	\$ 1,360,349	\$ 1,405,849	\$ 634,000
Capital Outlay Total	\$ 1,360,349	\$ 1,405,849	\$ 634,000
Total Expenditures	\$ 7,754,347	\$ 7,891,198	\$ 7,387,502
Transfers In			
4811.None - Transfer in E911 Fund, None	\$ 3,172,611	\$ 2,996,357	\$ 2,374,468
Transfers In Total	\$ 3,172,611	\$ 2,996,357	\$ 2,374,468
406 Facilities Management Fund			
Revenue			
Interfund Revenue			
4389.01 - Facility Chgs_Maintenance, None	\$ 916,282	\$ 916,282	\$ 905,687
4389.03 - Facility Chgs_Uilities, None	1,663,620	1,663,620	1,663,620
Interfund Revenue Total	\$ 2,579,902	\$ 2,579,902	\$ 2,569,307
Interest			
4650.None - Lease Revenue, None	\$ -	\$ -	\$ 1,599
Interest Total	\$ -	\$ -	\$ 1,599
Other			
4650.None - Lease Revenue, None	\$ 20,460	\$ 20,460	\$ 20,460
Other Total	\$ 20,460	\$ 20,460	\$ 20,460
Total Revenue	\$ 2,600,362	\$ 2,600,362	\$ 2,591,366
Expenditures			
Labor and Benefits			
5000.None - Full Time Salaries, None	\$ 360,383	\$ 360,383	\$ 366,197
5010.None - Cellular Telephone, None	541	541	541
5390.None - Overtime, None	3,657	3,657	3,650
5420.None - Gen Retire Plan, None	21,628	21,628	21,980
5510.None - Social Security Cont, None	22,576	22,576	22,932
5515.None - Medicare Cont, None	5,284	5,284	5,365
5610.None - Worker's Compensation, None	5,461	5,461	5,807
5620.None - Dental Insurance, None	4,434	4,434	3,707
5625.None - Health Insurance, None	93,529	93,529	82,223
5630.None - Life Insurance, None	590	590	532
5635.None - Long Term Disability, None	1,379	1,379	1,291
Labor and Benefits Total	\$ 519,462	\$ 519,462	\$ 514,225
Non Personnel Operating			
6105.03 - Operating Supply_Comput/Printer, None	\$ 1,900	\$ 1,900	\$ 1,900
6105.08 - Operating Supply_Janitorial, None	20,500	20,500	20,500
6105.11 - Operating Supply_Office, None	500	500	1,000
6105.12 - Operating Supply_Safety, None	200	200	200
6105.13 - Operating Supply_Small Tools, None	300	300	6,700
6105.None - Operating Supply, None	500	500	6,500
6125.None - Uniforms/Clothing, None	450	450	1,950
6210.01 - Repairs/Maint_Buildings, None	19,000	19,000	19,000
6210.04 - Repairs/Maint_Equipment, None	-	-	6,000
6270.03 - Damage Repair_Vehicles, None	-	-	7,500
6550.01 - Utilities_Electricity, None	1,427,482	1,427,482	1,427,482
6550.04 - Utilities_Gas, None	254,394	254,394	254,394
6550.05 - Utilities_Sewer, None	6,765	6,765	6,765
6550.06 - Utilities_Solid Waste, None	13,604	13,604	13,604
6550.07 - Utilities_Water, None	8,345	8,345	8,345
6550.12 - Utilities_Drainage, None	1,045	1,045	1,045



2018 Adopted, 2018 Amended, 2019 Recommended
As of 11/5/2018

Recommended Budget by Fund			
Classification-Account-Description	2018 Adopted Budget	2018 Amended Budget	2019 Recommended Budget
6640.02 - Rent_Land/Lease, None	-	-	10,500
6830.01 - Professional Develop_Training, None	1,000	1,000	4,000
7410.22 - Contract Svcs_Recycling, None	1,000	1,000	1,000
7410.None - Contract Svcs, None	82,000	82,000	100,000
7430.12 - Contract Maintenance_Janitorial, None	17,000	17,000	17,000
7430.None - Contract Maintenance, None	105,500	105,500	110,000
7900.None - Operating Equip, None	1,000	1,000	1,000
6510.09 - Telephone_Air Cards/Mobile Device, None	6,528	6,528	660
6510.None - Telephone, None	3,958	3,958	3,016
6550.09 - Utilities_Energy Service Contract, None	14,515	14,515	14,906
7620.01 - Data Process Chgs_Basic, None	584	584	10,044
7620.02 - Data Process Chgs_Equip Replace, None	3,050	3,050	2,500
7620.03 - Data Process Chgs_Direct, None	35,025	35,025	45,187
7630.01 - Medical Programs_Health Programs, None	-	-	7,452
7630.03 - Medical Programs_Wellness Awards, None	-	-	1,781
7640.None - Liability Insurance, None	43,109	43,109	64,836
7680.None - Interfund Fuel, None	2,530	2,530	2,550
7685.01 - Fleet Accrual_Replacement, None	5,031	5,031	5,811
7685.02 - Fleet Accrual_Maintenance, None	5,367	5,367	8,781
7690.01 - Facility Accrual_Maintenance, None	13,265	13,265	14,296
7695.None - Interfund Utilities, None	5,720	5,720	5,720
Non Personnel Operating Total	\$ 2,101,167	\$ 2,101,167	\$ 2,213,925
Capital Outlay			
8215.None - Facility Improvements, None	\$ 194,420	\$ 18,628	\$ -
8515.None - Art/Sculptures, None	-	30,000	-
Capital Outlay Total	\$ 194,420	\$ 48,628	\$ -
Total Expenditures	\$ 2,815,049	\$ 2,669,257	\$ 2,728,150
Transfers In			
4821.None - Transfer in Sales Tax CIP, None	\$ -	\$ -	\$ 200,000
Transfers In Total	\$ -	\$ -	\$ 200,000
Contingency and Reserves			
8930.None - Unallocated appropriation, None	\$ -	\$ -	\$ 139,982
Contingency and Reserves Total	\$ -	\$ -	\$ 139,982

**CITY COUNCIL MEETING
CITIZEN PRESENTATION**

Date

11-5

**Citizen's
Name**

Ed Kowalski

Subject

PUBLIC SAFETY

**Phone
Number
(optional)**

Including your phone number is helpful if we would like to contact you in response to your questions, comments, or concerns. Thank you!

COUNTY COURT, MESA COUNTY, COLORADO Court Address: Mesa County Justice Center, 125 North Spruce Street, Grand Junction, CO 81501	DATE FILED: May 10, 2018 4:08 PM
The People of the State of Colorado v. MICHAEL L.R. SCHONLAU	<p style="text-align: center;">△ COURT USE ONLY △</p> Case Number: 2017T1469 Division: 1 Courtroom:
Order: Proposed Order to Dismiss Case	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 5/10/2018



CRAIG PETER HENDERSON
 County Court Judge

County Court, Mesa County, Colorado Mesa County Justice Center 125 N Spruce Street Grand Junction, CO 81502 (970) 257-3640	<input type="checkbox"/> COURT USE ONLY <input type="checkbox"/>
THE PEOPLE OF THE STATE OF COLORADO vs. Michael L.r. Schonlau, Defendant(s)	
Case No: C0392017T 001469 Div/Ctrm: 1	
ORDER TO DISMISS	

Upon consideration of the Motion To Dismiss in the above captioned matter, and the Court orders the following:

- 1) The above captioned case against the Defendant is dismissed.
- 2) All presently outstanding warrants issued in the above captioned case for the arrest of the Defendant are quashed. The Clerk of the Court is to notify the Sheriff's Department to cancel all such warrants.

Dated _____, 2018.

BY THE COURT:

Judge

Attachment to Order 2017T 1469



Colorado State Judicial

County Court, Mesa County

5/18/18
10:36 AM
Current Session:

Person Status:

Case Status: **CLSD**

The People of the State of Colorado vs. SCHONLAU, MICHAEL L.R.

Case Number: **2017 T 1469** Division/Room: 1

Case Type: **Driving Under the Influen**

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- TKI
- SRP
- CNI
- WSF
- WDY
- JPOD

Parties

CNT	STS	STATUTE NUMBER	CHARGE DESCRIPTION	CLASS
1	[D]	42-4-1301(1)(a)	DRIVING UNDER THE INFLUENCE	M
Offense Date: From: 5/20/2017 To: Time: BAC: .000				
Arrest Date: Time: Ticket #: 4743426				
Plea: Plea Not Guilty Date: 8/09/2017				
Disposition: Dism by DA Date: 5/10/2018				
2	[D]	42-2-138(1)(a)	DRIVING UNDER RESTRAINT	M
Offense Date: From: 5/20/2017 To: Time: BAC: .000				
Arrest Date: Time: Ticket #: 4743426				
Plea: Plea Not Guilty Date: 8/09/2017				
Disposition: Disa by DA Date: 1/10/2018				
3	[D]	42-3-114	LICENSE PLATES-EXPIRED	TIB
Offense Date: From: 5/20/2017 To: Time: BAC: .000				
Arrest Date: Time: Ticket #: 4743426				
Plea: Plea Not Guilty Date: 8/09/2017				
Disposition: Dism by DA Date: 1/10/2018				



Colorado State Judicial

County Court, Mesa County

5/18/18

10:36 AM

Current Session:

Person Status:

Case Status:

The People of the State of Colorado vs. SCHONLAU, MICHAEL L.R.

Case Number: Division/Room: 1

Case Type: Driving Under the Influen

Quick Links Summary **ROA** Bonds Charges Events Judgments Mittimus Parties Scheduled Events Sentences

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WQY

JPOD

Parties

HEAR: 5-18-18 AT 1030AM				/ CAT
5/09/2018	Proposed Order	Event ID: 000042	E-Filed: J	
PPL/ THE PEOPLE OF THE STATE OF COLORADO				
Proposed Order to Dismiss Case 4B7748F3529DA				
5/09/2018	Motion	Event ID: 000043	E-Filed: J	
PPL/ THE PEOPLE OF THE STATE OF COLORADO				
Motion to Dismiss Case 4B7748F3529DA				
5/10/2018	Order	Event ID: 000044	E-Filed: J	
Ruling: GRANTED, Document Title: Order: Proposed Order to Dismiss Case				
FILE DATE	EVENT DESCRIPTION			
	Related Event	PORD Proposed Order		5/09/2018
5/10/2018	Case Closed-Case Dismissed	Event ID: 000045	E-Filed: N	
FILE DATE	SCHEDULED EVENT DESCRIPTION	SCHD DATE	TIME	ROOM PRI
5/10/2018	Hearing	5/18/2018	10:30 AM	1
Officer: CRAIG PETER HENDERSON		Length: 1.00 Hour(s)		
Status.: VACT-Vacated		Note...: COMP UPDATE?		

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