

**FRUITA CITY COUNCIL
NOVEMBER 3, 2015
7:00 P.M.**

1. INVOCATION AND PLEDGE OF ALLEGIANCE

2. CALL TO ORDER AND ROLL CALL

3. AGENDA - ADOPT/AMEND

4. PROCLAMATIONS AND PRESENTATIONS

A. Swearing in of Officer Tony Gianinetti to the Fruita Police Department

B. Proclamation – Proclaiming November 17, 2015 as *Colorado Prematurity Awareness Day* in the City of Fruita to be accepted by Western Colorado March of Dimes Executive Director Terri Jones or Board Member Kristi Pollard

5. PUBLIC PARTICIPATION

This section is set aside for the City Council to LISTEN to comments by the public regarding items that do not otherwise appear on this agenda. Generally, the City Council will not discuss the issue and will not take an official action under this section of the agenda. **Please limit comments to a five-minute period.**

6. CONSENT AGENDA

These are items where all conditions or requirements have been agreed to or met prior to the time they come before the Council for final action. A Single **Public Hearing** will be opened for all items on the Consent Agenda. These items will be approved by a single motion of the Council. The Mayor will ask if there is anyone present who has objection to such procedure as to certain items. Members of the Council may also ask that an item be removed from the consent section and fully discussed. All items not removed from the consent section will then be approved. A member of the Council may vote no on specific items without asking that they be removed from the consent section for full discussion. **Any item that is removed from the consent agenda will be placed at the end of the regular agenda.**

A. MINUTES – A request to approve the minutes from the October 20, 2015 City Council meeting

B. LIQUOR LICENSE RENEWAL – A request to approve the renewal of an Optional Premises – Malt, Vinous and Spirituous – Liquor License for Adobe Creek National Golf Course located at 876 18 ½ Road

C. LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Hotel and Restaurant – Malt, Vinous and Spirituous – Liquor License for Dragon Treasure Chinese Restaurant located at 576 Kokopelli Blvd.

D. ORDINANCE 2015-16 – First Reading – An introduction of an Ordinance repealing and reenacting Section 9.01.034 of the Fruita Municipal Code concerning Peddling and Solicitation and repealing Section 9.01.037 of the Fruita Municipal Code concerning Loitering for publication of public hearing on December 1, 2015

- E. ORDINANCE 2015-17 – First Reading – An introduction of an Ordinance repealing Section 2.19.030 of the Fruits Municipal Code concerning Candidate Nomination Procedures for Mail Ballot Elections for publication of public hearing on December 1, 2015
- F. RESOLUTION 2015-25 – A request to approve a Resolution to approve a Supplementary Subdivision Improvements Agreement and a First Release of the Subdivision Improvements Agreement for Phase 2a of the Brandon Estates Filing 1 Subdivision

7. PUBLIC HEARINGS

Public Hearings are the formal opportunity for the city council to LISTEN to the public regarding the issue at hand. For land use hearings and liquor license hearings; the Council is required to act in a quasi-judicial capacity. When acting as a quasi-judicial body, the Council is acting in much the same capacity as a judge would act in a court of law. Under these circumstances, the judicial or quasi-judicial body must limit its consideration to matters which are placed into evidence and are part of the public record. The council must base their decision on the law and evidence presented at the hearing.

- 1) **Applicant Presentation** (15 minutes max) The petitioner is asked to present the proposal. Presentations should be brief and to the point and cover all of the main points of the project.
- 2) **Staff presentation** (15 minutes max) Staff will present the comments and reports received from review agencies, and offer a recommendation.
- 3) **Public Input** (limit of 5 minutes per person. If two people in the audience are willing to cede their time to the speaker, that speaker may receive a total of 10 minutes, referred to as banking time). People speaking should step up to the microphone and state their name and address. Speakers should be to the point and try not to repeat the points others have made.
- 4) **Applicant Rebuttal** (limited to 5 minutes) The Mayor will ask for the applicant's rebuttal. During this brief time, the applicant should answer the questions raised by the public.
- 5) **The hearing is then closed to public comments.**
- 6) **Questions from the Council.** After a Council member is recognized by the Mayor, they may ask questions of the staff, the applicant, or the public.
- 7) **Make a motion.** A member of the City Council will make a motion on the issue.
- 8) **Discussion on the motion.** The City Council may discuss the motion.
- 9) **Vote.** The City Council will then vote on the motion.

8. ADMINISTRATIVE AGENDA

A. City Clerk/Finance Director Margaret Sell

- 1) 2016 Budget Presentation – General Fund Overview

9. COUNCIL REPORTS AND ACTIONS

10. CITY MANAGER'S REPORT

11. ADJOURN



AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK AND CHIEF MACY

DATE: NOVEMBER 2, 2015

**RE: INTRODUCTION AND SWEARING-IN OF OFFICER TONY GIANINETTI
TO THE FRUITA POLICE DEPARTMENT**

BACKGROUND

Fruita Police Chief Judy Macy will introduce Officer Tony Gianinetti of the Fruita Police Department. Deputy City Clerk Debra Woods will administer the Oath to Officer Gianinetti.

No action from the Council is necessary.

march of dimes[®]
COLORADO

2015 Prematurity Awareness Month Proclamation

WHEREAS, the March of Dimes Foundation is a pioneer in improving the health of infants and women of childbearing age by preventing birth defects, premature birth and infant mortality, and

WHEREAS, the March of Dimes was founded by President Franklin D. Roosevelt in 1938 to fight polio, and funded the development of two vaccines – still in use today – that virtually eliminated the crippling disease, and

WHEREAS, the March of Dimes in 1958, having achieved its initial mission, shifted its attention from polio to the prevention of birth defects, and through federal and state advocacy led the way in establishing a nationwide network of birth defects monitoring programs and research centers, and

WHEREAS, the March of Dimes has undertaken decades of groundbreaking research in maternal and child health, which has led to the discovery of lifesaving products and tests such as surfactant therapy for premature infants and tests to identify life-threatening birth defects, and

WHEREAS, the March of Dimes was a pioneer in the support of newborn screening, urging Congress to pass and fund the Newborn Screening Saves Lives Act, which in 2008 established national guidelines on the conditions states should include in newborn programs, and through state advocacy ensured that every state screens all newborns for that core set of conditions, and

WHEREAS, the March of Dimes actively advocated for the reauthorization of federal funds for the Children's Health Insurance Program which covered 126,169 children in our state in 2014, ensuring vital access to pediatric healthcare services, and

WHEREAS, the March of Dimes is a long-time advocate for access to health care for women of childbearing age, infants, children, and families, ensuring they have access to private and public health coverage under private coverage, the State Children's Health Insurance Program, Medicaid, Title V Block Grant, and the Affordable Care Act, and

WHEREAS, the March of Dimes in 2003 launched the Prematurity Campaign to address the crisis of premature birth and help families have full-term, healthy babies, and authored the Premature Research Expansion and Education Act for Mothers (PREEMIE) Act, which Congress enacted in 2006 to expand research, education, and services to fight premature births, and

WHEREAS, 5,516 babies were born preterm in the state of Colorado, representing 8.4% percent of all 2014 state births, and

WHEREAS, the March of Dimes has set a national goal of reducing preterm birth to 5.5 percent in every state by 2030, which will result in a healthier start in life for tens of thousands of infants, and

WHEREAS, the March of Dimes Colorado Chapter has worked extensively to promote expansion of newborn screening, reduction of substance abuse among women of childbearing age, increased access to prenatal health care, and increased immunization protection in the state of Colorado, and

WHEREAS, the March of Dimes Colorado Chapter looks forward to partnering with the community leadership in response to the continued crisis of premature birth, and

WHEREAS, the month of November is recognized as World Prematurity Awareness Month to bring about recognition of this global health crisis, and November 17 is recognized as Prematurity Awareness Day across the United States, and

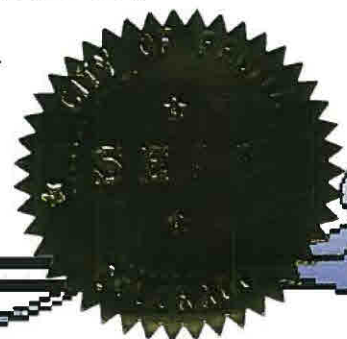
WHEREAS, the March of Dimes sponsors numerous programs to support healthy pregnancies and infants, such as its work to prevent early elective deliveries and the NICU Family Support program, and

WHEREAS, the March of Dimes and its volunteers continue to advocate for national and state health policies and programs that affect women of childbearing age, infants, children, and families

NOW, THEREFORE, I, LORI BUCK, MAYOR OF FRUITA, do hereby extend special recognition to the March of Dimes Colorado Chapter and declare November 17, 2015 as Colorado Prematurity Awareness Day.

IN WITNESS THEREOF, I have hereunto set my hand this 3rd day of November, 2015.

Lori Buck, Mayor of the City of Fruita



**FRUITA CITY COUNCIL
REGULAR MEETING
OCTOBER 20, 2015**

1. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was given and the Pledge of Allegiance was recited.

2. CALL TO ORDER AND ROLL CALL

Council members present were Bruce Bonar, Mel Mulder, Kyle Harvey, Stacey Mascarenas, Joel Kincaid and Bob Fuller. Mayor Buck called the meeting to order at 7:00 p.m.

Mayor Buck asked if there were any corrections or additions to the agenda. City Manager Mike Bennett stated that there were not.

3. AGENDA – ADOPT/AMEND

- **COUNCILOR BONAR MOVED TO APPROVE THE AGENDA AS PRESENTED. COUNCILOR MULDER SECONDED THE MOTION. THE MOTION PASSED WITH SIX YES VOTES.**

4. PROCLAMATIONS AND PRESENTATIONS

- A. PROCLAMATION – PROCLAIMING OCTOBER 2015 AS “WALK TO SCHOOL AWARENESS MONTH” IN THE CITY OF FRUITA**

Councilor Kincaid read the Proclamation, which was accepted by Public Works Director Ken Haley. Mr. Haley stated that there are a lot of efforts that are being put into “Safe Routes to School” and the walk and bike to school programs that are out there through the Transportation Planning Offices and the different entities that are involved in the schools themselves. He said the Proclamation shows that the City of Fruita fully supports these.

5. PUBLIC PARTICIPATION

Mayor Buck noted that Boy Scout Troop 326 was present in the audience to complete their Communication Merit Badge.

There were no comments from the public.

6. CONSENT AGENDA

- A. MINUTES - A REQUEST TO APPROVE THE MINUTES FROM THE OCTOBER 6, 2015 CITY COUNCIL MEETING**

- B. RESOLUTION 2015-27 – A REQUEST TO APPROVE A RESOLUTION APPROPRIATING FUNDS IN VARIOUS FUNDS FOR SPECIFIED PURPOSES**
- C. RESOLUTION 2015-28 - A REQUEST TO APPROVE A RESOLUTION SUPPORTING THE COLORADO RIVERFRONT TRAIL AS A PRIORITY FOR THE *COLORADO BEAUTIFUL* 16 TRAILS IN 2016 INITIATIVE**
- D. TRASH COLLECTION SERVICES – A REQUEST TO APPROVE A FOUR-YEAR EXTENSION ON THE CONTRACT FOR TRASH COLLECTION SERVICES WITH WASTE MANAGEMENT**
- E. CHARTER AGREEMENT FOR FIBER CONNECTIVITY – A REQUEST TO APPROVE A THREE-YEAR AGREEMENT WITH CHARTER FOR FIBER CONNECTIVITY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT**
- F. ORDINANCE 2015-15 – FIRST READING – AN INTRODUCTION OF AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS AT THE CITY’S REGULAR ELECTION TO BE HELD ON APRIL 5, 2016, THE BALLOT QUESTION OF WHETHER, WITHOUT INCREASING TAXES, THE CITY OF FRUITA SHALL BE AUTHORIZED TO PROVIDE ADVANCED SERVICE (HIGH SPEED INTERNET), CABLE TELEVISION SERVICE, OR TELECOMMUNICATIONS SERVICE TO USERS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF FRUITA AS EXPRESSLY PERMITTED BY TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES FOR PUBLICATION OF PUBLIC HEARING ON NOVEMBER 17, 2015**
- G. SEPTEMBER 2015 FINANCIAL REPORTS – A REQUEST TO APPROVE THE SEPTEMBER 2015 FINANCIAL REPORTS**

Mayor Buck opened the Consent Agenda for public comments. Hearing none, she referred to the City Council.

- **COUNCILOR KINCAID MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. COUNCILOR FULLER SECONDED THE MOTION. THE MOTION PASSED WITH SIX YES VOTES.**

7. PUBLIC HEARINGS

There were no Public Hearings on the agenda.

8. ADMINISTRATIVE AGENDA

A. CITY ENGINEER SAM ATKINS

- 1) **2016 BUDGET PRESENTATION – CAPITAL IMPROVEMENTS PLAN**

City Engineer Sam Atkins gave a PowerPoint presentation of Fruita's 2016 Capital Improvement Plan and its Budget. The Capital Projects Fund has to fund several different areas within the City including parks and trails, streets, drainage, buildings and mountain water and downtown improvements. Mr. Atkins stated that staff is planning to use approximately \$80,000 in Conservation Trust Funds for land acquisition in 2016 and about \$87,000 will be restricted for Parks, Open Space and Trails.

Mr. Atkins said that the City has been pretty steady with revenues over the years. \$120,000 in revenues is budgeted for 2016 but spending is projected at only \$64,000 due to a very tight budget year compared to the last few years.

Mr. Atkins continued that the Budget for the 2016 Capital Improvement Plan will be a little over \$1 million total, which is also less than former years. 44% of the Budget is allocated to streets, 24% to parks and open space, 19% to buildings, 9% to contingency and 5% to miscellaneous.

Mr. Atkins noted that the City received a \$100,000 grant which the City will be matching to complete the remodel on the Public Works/Parks shops and \$100,000 will go into contingency.

Councilor Fuller asked if the 44% of the Budget would allow the City to remain at an acceptable level for streets. Mr. Atkins responded that it would be sufficient and he would explain in further detail later in his presentation.

Mr. Atkins pointed out that the results of the 2013 Community Survey showed that Fruita citizens' top two priorities remain the quality of city streets and sidewalks, and the overall flow of traffic congestion management in the City.

Mr. Atkins explained the City's Paser Program, which evaluates the level of quality of all the streets in Fruita. The latest scores from the program are from 2014 and staff expects to re-rate them again in the next couple of years. Acceptable streets include those that rate above a "7," with 1 being a gravel road and 10 being a brand new road. Mr. Atkins showed a graph that shows that Fruita has been continually improving its streets since 2008.

Mr. Atkins stated that the 2016 Budget for the road overlay program came in \$100,000 less (a 15% decrease) than 2015. He noted that the City can still keep pace if it spends between \$400,000 and \$500,000 per year. (The City spent \$500,000 in 2015, but will spend \$400,000 in 2016). The 2016 budgets for the other categories in streets and sidewalks remained mostly flat over 2015, with the exception of \$10,000 for ADA Sidewalk Improvements, which will be part of the Sidewalk Replacement Program in 2016.

Mayor Buck asked how much of the 2015 Sidewalk Replacement Program was used. Mr. Haley responded that the City is on track to have commitments for spending the entire budget in 2015, which is the first year that Fruita has done this in quite some time. He added that staff implemented a few changes to the program, which is a 80%/20% match (with the City paying 80%) where homeowners can get quotes from contractors, which has resulted in them being more willing to participate in the program.

Councilor Mascarenas asked if the streets and sidewalks budget for 2016 was taking into account the revenue from Mesa County for overlay and maintenance. Mr. Atkins confirmed that this was correct.

Mr. Atkins stated that between 2015 and 2016, the City will basically be spending what revenues are brought in. The Capital Projects Fund will basically start with a \$351,000 balance and will end with the same balance.

Mr. Atkins noted that the revenues and expenses for the Capital Improvement Plan follows the same trend of being lower than in previous years. In 2016, \$1.1 million is projected for both revenues and expenses.

Mr. Atkins' presentation included a list of projects in the 2016 Capital Improvement Plan. Key projects include \$200,000 for interior finishes to the Public Works/Parks shops, \$400,000 in the overlay program, \$200,000 for the design of the Kokopelli Trail extension, and \$190,000 for sewer replacements.

Mr. Atkins summarized that 2016 will be primarily a design year and there won't be as many capital projects underway as in the recent past. During the year, staff will also be applying for grants for construction projects in 2017.

Councilor Fuller asked if staff has identified a piece of property at Little Salt Wash Park that the City wants to acquire.

City Manager Mike Bennett responded that there is a piece of property there that potentially could go up for sale and the City could apply for a Great Outdoors Colorado (GOCO) grant for land acquisition at any point in time instead of having to wait for the grant cycle. He said what is included in the budget is the amount that would be needed for a match for a GOCO grant towards the land acquisition if it does become available. Mr. Bennett noted that the property would provide opportunities for growth whether it's for added park amenities or parking.

Mayor Buck asked if the Kokopelli Trail design process would begin at the beginning of 2016 and what the estimated timeframe for completion of the design is. Mr. Atkins responded that he would assume the design would take quite awhile due to the situation with the Colorado Department of Transportation. Mr. Haley explained further that the environmental and permitting clearances that are required will take some time, so it is probably a six-month design process.

Mayor Buck asked how this would affect the 16 Trails in 2016 trails initiative. Mr. Bennett said it will actually work really well because for that particular GOCO grant process, they've switched to an annual cycle and the application would be due the latter part of 2016. He noted that the City has applied for this grant before and one of the biggest pieces of feedback was to have the full trail designed and go for a grant for a fully paved trail as opposed to a section of one. Mr. Bennett continued that staff has been in constant contact with GOCO and the Department of Natural Resources to work together on the 16 in 2016 initiative. He added that most likely, the funding for 16 in 2016 will come through the GOCO grant process and he feels that Fruita has a very good chance of getting the award.

Mr. Bennett stated that staff had applied with GOCO for the improvements and Reed Park and the City did not receive the grant award. The feedback from GOCO was that there was quite a bit that needed to be worked through in the design process for the park.

Mayor Buck said that the Council had talked at one time about putting up a fence on the sidewalk on Highway 340 that connects north Fruita to south Fruita. She asked if this fell into the category of projects that wouldn't be focused upon right now.

Mr. Bennett responded that staff is currently doing the community outreach for input on the Gateway Design to gather feedback and what Mayor Buck was referring to was one of the pieces of this design. Staff is going to see how people respond through the rest of this year and then the Gateway funds can be used early in 2016 to help design whatever piece rises to the top as a priority. Mr. Bennett said the fencing for the sidewalk going over I-70 is probably the one he hears about the most, although there is definitely a lot of interest in the roundabouts as well.

Mr. Bennett said that staff has already identified one of the grant cycles for whatever the priority of project turns out to be and then by the end of the year there is a another grant that staff can apply for to try to get construction funds in 2017.

B. FINANCE DIRECTOR/CITY CLERK MARGARET SELL AND PUBLIC WORKS DIRECTOR KEN HALEY

1) 2016 BUDGET PRESENTATION – ENTERPRISE (UTILITY) FUNDS – SEWER, TRASH, IRRIGATION AND DEVIL'S CANYON CENTER

Public Works Director Ken Haley echoed Mr. Atkins' statements about Fruita's 2016 Budget being a little tighter than in previous years, so the City has reduced how much it will spend on capital projects in 2016 while taking the opportunity to focus on the maintenance needs of the City such as road overlays and projects for which the City already has grants. He said staff is also going to work on planning efforts and design for the future years.

Mr. Haley added that there are other efforts to leverage funds and partner with other entities on the maintenance side of things. For the chip seal program, staff is looking at partnering with Mesa County in 2016 rather than having Fruita get bids on its own for chip seal. Mr. Haley said that for the same amount of money, the City will probably be able to get more chip seal done next year.

Mr. Haley stated that Fruita has a pretty extensive sewer collection and treatment system considering the size of the community and added that it is an investment that the City needs to continue to plan for the changing needs in the industry. In the 2016 proposed budget, there is \$190,000 to do sewer line replacements next year. This is equivalent to about three blocks of sewer lines (Fruita has over 70 miles of sewer lines). Staff knows that this needs to be funded at a higher level, but to do so would require an increase in the sewer rates, which staff does not feel comfortable doing in 2016.

Mr. Haley said that there are also a lot of needs at the sewer plant because when it was originally constructed, Fruita was hit with about a \$1 million worth of Davis-Bacon wages on the project that

were retroactive after the contract was signed, which resulted in cutting \$1 million out of the project in value engineering. Mr. Haley said a lot of those things that were cut still need to get installed at the plant, which has been up and running for four years now. Staff is now starting to see the need for some of those pieces and has some actual data on what the plant is costing the City currently in chemicals, electricity, and staffing needs.

Mr. Haley said that before the City starts putting money into the wastewater treatment plant, staff would like to do a needs assessment or a facility plan for 2016 so it can be determined how to address the short and long-term issues. He noted that present in the audience were Terry Anderson, Wastewater Division Superintendent for the City of Fruita and Mark Maxwell, Senior Project Manager of Tetra Tech, who has been in the industry for 39 years and has a Masters Degree in Environmental Engineering. Mr. Haley added that Mr. Maxwell is really up to speed on all the environmental regulations and is a stakeholder in a lot of those processes. He said that Mr. Maxwell would give the Council a rundown on things that the City will need to be considering in coming years, which could have a lot of implications on what the sewer rates will need to be in the future.

Mr. Maxwell gave a PowerPoint presentation that covered the major features of the Fruita wastewater treatment plant, future regulatory requirements, potential facility needs, treatment enhancement initiatives and budgeting recommendations. He said it was important to note that regulations evolve and plants must evolve with them and he commended Fruita for trying to stay ahead of what might be coming down the pike to see if there are economical ways to comply.

Mr. Maxwell stated that the four-year old Fruita wastewater treatment plant's performance is excellent. He explained the processes of ammonia and nitrate removal, for which the plant was principally designed. The presentation included many photographs of equipment and processes at the wastewater treatment plant.

One item that was removed from the project when it was initially built was a secondary rotary drum fine screen, which Mr. Anderson feels needs to be added in the near future because if the solitary screen that is being used currently goes down, manual raking would have to be done, which is both labor intensive and very ineffective.

Mr. Maxwell also noted that although the plant has two oxidation ditches, only one is currently being used and it is running at full capacity, so within the next five years, the second basin will have to be used more often.

Mr. Maxwell pointed out that the turbo blowers are highly efficient, but they were sized for a plant with three oxidation ditches. This means that they are larger than needed or desired for current flows, so this is one of the things that need to be addressed because some energy is being wasted. However, energy costs in the last three years have been cut by \$5,000 per month through optimization of the plant's operations.

The result of the processes at the plant ultimately result in a final composted bio-solids product, which can be used as a soil amendment because it is pathogen free and still has nutrient value.

Mr. Maxwell stated that the discharge from the plant is to the Colorado River, which is showing no list of impairments to the water (the quality of the water complies with industry standards).

Looming regulatory requirements include Regulations 85 and 31. Regulation 85 will apply to Fruita's wastewater treatment plant effective the next discharge permit renewal, which is in 2017. Mr. Maxwell stated that because of the design and the operation of the plant, Fruita is already in compliance with the limits except for phosphorous. Regulation 31 is a companion regulation that will set new in-stream quality criteria for total phosphorous and total nitrogen. Mr. Maxwell said if the plant can comply with this regulation (which will become effective in 2022), then it can opt out of Regulation 85. He added that the plant may have to do some degree of improvement on phosphorous in order to comply with Regulation 31.

Mr. Maxwell added that there is also a new in-stream temperature rule that a lot of treatment plants have trouble complying with unless there is a significant amount of dilution available. He said the Fruita's plant does not have a large mixing zone, so this is something that the City will have to work on in the next few years. A mixing zone study will need to be done and a diffuser will need to be installed to diffuse the effluent in the bigger part of the river if there are issues with temperature.

Mr. Maxwell noted that the EPA updated their in-stream ammonia standards, which the state will be adopting in the next five or ten years. He said that Fruita's plant does such a good job of ammonia removal that it will likely still comply, but the compliance cushion will get tighter.

Mr. Maxwell stated that there will be a statewide arsenic temporary modification, but the technology doesn't exist yet to set the effluent limits for arsenic.

Mr. Maxwell reviewed the parameters that have to be met in order to comply with Regulations 85 and 31.

Current plant performance in Fruita is better than all design expectations, except for phosphorous removal. Mr. Anderson is experimenting with biological phosphorous removal and the results are encouraging at current loads.

For future compliance issues, Mr. Maxwell suggested that the City have a Needs Assessment Study completed to forecast the timing and cost of potential improvements at the wastewater treatment plant. The study will cost in the range of \$30,000. Other recommendations include:

- Supervisory Control Data Acquisition System (SCADA) and Human Machine Interface (HMI) Screen Improvements (\$60,000) because the system is not very user-friendly
- Adding a smaller blower for near-term needs and enable synchronous operations of both blowers (\$250,000) to reduce the loss of air/energy because larger blower is still more air than needed
- Install Redundant Fine Screen (taken out of the 2012 WWTP construction project) (\$250,000) to ensure the quality of the Class A digested bio-solids

Mr. Maxwell explained that there are no inorganic materials in the bio-solids that are used as a soil amendment. Mr. Anderson added that he has had great luck with all the folks who have come by

the wastewater treatment plant to pick up the bio-solids (for free); they even come back with bigger trailers to get more.

Councilor Mascarenas said that when Mesa County tried to work with Persigo to provide bio-solid compost, it didn't work because it wasn't cost effective and so difficult to meet all the Department of Health regulations. She asked how Fruita was doing it differently than those who've tried it before.

Mr. Anderson responded that in essence, Fruita has a better system and the quality of the bio-solids is much more pleasing; there is hardly any odor to it and is user-friendly because it just looks like black dirt. He said that so far, the program has been very positive and currently, he has to turn people away until he can complete the extensive testing that is required. He has 30 people on a list that would like to pick up more of the compost.

Councilor Mascarenas asked if the free bio-solids program added to operating expenses for the plant. Mr. Anderson explained that operationally, the bio-solids are probably 2/3 of all costs because there are two streams: the water stream and the bio-solids stream. The water stream uses the blowers, electricity and chemicals, while the composting operation uses more labor and processes involved. He continued that the beautiful part about the system that Fruita has is that the material is reduced to a level and a quality that people can actually use, and there really isn't a cost for the disposal of it.

Mr. Anderson commented that the plant basically gets rid of one ton of bio-solids per day.

Councilor Mascarenas asked if the City was using the compost first on its parks. Mr. Anderson said he didn't know about the City's parks, but he put it on the site and he swears it is the best grass in five states.

Councilor Mascarenas asked if Fruita hadn't used some compost from the County at the Little Salt Wash Park. Mr. Haley confirmed that the City had received some compost from Mesa County prior to the Fruita wastewater treatment plant being in operation. He added that that the quality of Fruita's bio-solids is amazing and the City has had more success with it. It has been used in a few areas such as along Highway 6 & 50 in the landscaping areas along the trail, but parks crews have not had any other projects upcoming that they needed it for.

Mr. Haley stated that earlier this fall, it was advertised to Fruita residents that they could come and pick up the compost, so all of the production from 2013 and 2014 is now gone and there is a waiting list for the 2015 compost once it is ready.

Mr. Maxwell added that a lot of utilities have a whole separate partner or contractor for bio-solids utilization where they haul it offsite, apply it to farmland and it is a full-time operation employing trucks and drivers and workers to apply the compost. He pointed out that the City of Fruita doesn't have to do any of that.

Mr. Anderson agreed; saying that the only thing staff has to do is help load the compost for people to take away.

Mr. Haley noted that the Fruita wastewater plant is very technical with a lot of moving parts and regulations that must be complied with and he assured the Council that staff is staying on top of it because the thing they don't want to happen is in 2022, realize that the plant can't meet the phosphorous requirements and there is a \$5 million project that hasn't been planned for.

Mr. Haley noted that there was quite an increase in residents' utility bills when the plant had to be constructed to help pay for the debt service and operational costs. He added that the plant will be seeing a 10% to 15% increase in electricity in 2016 according to Grand Valley Power. The City is currently paying \$13,000 per month in electricity and the debt service escalates every year. The rates have not gone up since the plant opened, but Mr. Haley said the City will not be able to continue to do that.

Mr. Bennett said it was interesting to learn what Mr. Anderson has accomplished at the wastewater treatment plant and he has done a great job in grooming and training employees at the plant. Employee Mike Rogers has completed all the training to become the City's second Class A Wastewater Treatment Operator, which is something that has been a goal of the City since the plant opened. Mr. Bennett added that the City also got very lucky when hiring to replace a Class D Operator that another Class A Operator was hired who had retired from Boulder and was looking to come to the Fruita area. So, currently, the City has three Class A Operators and one Class B Operator, who used to be a Class D.

Mr. Bennett said it is also very exciting that Mr. Anderson and his staff are being recognized for experimenting and finding ways to save costs.

Mr. Maxwell stated that even though the plant is not designed for phosphorous removal, through manipulation of the processes; they have been able to achieve a level of phosphorous removal. More research is needed to see if this is possible to do at full scale on a reliable basis.

City Clerk/Finance Director Margaret Sell stated that the Needs Assessment Study will look at what the needs are for the plant and help determine the rate structure going forward. She said that the current monthly charge for sewer for residents in Fruita is \$41. 40% of this fee goes towards debt service, 28% goes to treatment, 12% to collections and the remainder goes to administration, capital and billing.

Mrs. Sell that one of the things that has changed since the initial draft budget was presented is that there was a reduction in the rates of trash collection charges because of the fuel surcharge. The decrease equates to \$0.30 per resident. The proposed budget passes that savings to the trash customer, but staff is proposing that \$0.30 get added to the sewer charges so that the City can make some progress towards where it needs to be on rates to pay for needed improvements and debt service. Mrs. Sell stated that this increase is not enough, but it will hopefully help with making any increases less substantial in future years.

Mrs. Sell continued that trash rates in the proposed budget would go down from \$12.80 per month to \$12.50 per month and sewer going up from \$41 to \$41.30 per month, so the bill will not look any different to the residents. The City's irrigation rates have remained the same since 2009 and costs

to the City have gone up, so staff is also proposing a \$10 annual increase on maintenance for irrigation services.

Mrs. Sell said that sewer rates were last increased in 2011 and trash rates have increased pretty much annually based on the Consumer Price Index and fuel surcharges.

Mrs. Sell stated that for next year's budget, the Sewer Fund is starting out with \$4 million and ending the year with \$4.1 million, so the City will be adding to the Fund Balance. She continued that part of the reason for this is that the City is really scaling back on sewer line collection repairs and replacements. Fruita typically spends about \$300,000 per year, but in 2016, the proposed budget for these has been reduced to \$220,000. The additional funds will go towards the Fund Balance for future expenditures. Mrs. Sell noted that it is not that the City doesn't have the collection lines to spend it on, but staff wants to complete the Needs Assessment Study to make sure that the money is being spent in the right places.

Mrs. Sell said that the City has to have reserves as per the covenants on the loan, so there is a little bit over \$1 million in reserve for wastewater treatment plant equipment that needs to be replaced going into the future.

Mrs. Sell showed the Council a graphic depicting what the debt service for the wastewater treatment plant looks like. She said that since 2012, the City's debt payments have gone up \$118,000 and will continue to go up about \$30,000 - \$35,000 annually. The City will have \$1.2 million in debt service payments in 2016 and \$1.7 million in 2032.

Mrs. Sell noted that the other factor is that growth in Fruita has been smaller than was projected. 40 to 60 new homes were estimated, but the City has been quite below that in the last year or two.

Mrs. Sell stated that the Fleet Maintenance Fund is an internal service fund that includes the mechanics' salaries and repairs and replacement of equipment. She added that the City has had some struggles with this fund because it is not necessarily a stable expenditure every year; sometimes pieces of equipment break down and require high dollars to repair or replace. The Fleet Maintenance Fund has an \$8,000 fund balance, but the type of fund it is, the money that comes in goes back out.

Mrs. Sell reviewed the equipment in the Fleet Maintenance Fund, which includes approximately 122 pieces of major equipment (not including small equipment). The vehicles and equipment replacement schedule in the 2016 Budget include two trucks, boom flail for tractor mowers, a small pump, a street sweeper, and one patrol car. Mrs. Sell pointed out that there were several patrol cars that were on schedule to be replaced in 2016, but the Police Department did an assessment of those cars and made the determination that they could keep a couple of them on the street without any issues or concerns for at least another year when they will be reevaluated.

Mrs. Sell stated that the Irrigation Fund is one that doesn't build up or spend any reserves. The revenues and expenses are pretty consistent and Mrs. Sell attributed this to a concentrated effort from Public Works to keep those expenses down knowing that there are not much revenues for

them. She said it was time to grow that budget just a little bit, so the \$10 annual increase in irrigation fees will help with that.

Mrs. Sell said that the Trash Fund is similar to the Irrigation Fund except that the service is contracted out (with Waste Management). She noted that the Council had just approved a four-year extension of the contract with Waste Management. Revenues are about the same as expenses.

Mrs. Sell stated that the number of trash customers has not changed much over the last few years, which also indicates that Fruita's growth has gone down from where it was in the recent past.

Mrs. Sell concluded her presentation by saying that there are no revenues for the Devil's Canyon Center Fund. City staff is still working with the Museum of Western Colorado on the lease, but the intent is that Dinosaur Journey had a rent reduction of 50% and in 2016, there will be a 100% reduction. Staff is trying to make sure the lease includes provisions for maintenance of the building.

Mr. Bennett added that the City's Building Maintenance Supervisor has met with the Museum's maintenance person and they have done an assessment of the major things that will need to be replaced. He said he and Mrs. Sell have been working with Peter Booth on how to formulate the lease that so that there are assurances on how much is being put aside for any necessary repairs and so that the City doesn't end up paying for them without having the revenue to cover it.

9. COUNCIL REPORTS AND ACTIONS

COUNCILOR MULDER

Councilor Mulder stated that at the 5-2-1 Drainage Authority meeting, fees were discussed. He said that Fruita's share for 2016 was determined to be \$16,000, but the City should only have to pay \$5,000 because Mesa County Commissioner McInnis indicated that Mesa County is going to make up the difference by paying the additional \$11,000. The fee will be discussed again at the November 12th meeting of the 5-2-1. Councilor Mulder said the City of Fruita had indicated that it would support a fee providing that it would not be in addition to the Grand Valley Drainage District fee. He added that the fee structure (if it is to be adopted) has to be in agreement with what the Drainage District is currently expecting to enforce. Councilor Mulder said there will be continued extensive discussion between the two entities.

Councilor Mulder asked Public Works Director Ken Haley if he felt that this was the general consensus at the meeting of the 5-2-1 Drainage Authority. Mr. Haley responded that Councilor Mulder did convey most of the aspects of the meeting. He added that each of the entities expressed their support in moving forward with a fee for the whole 5-2-1 boundary, but not for the Grand Valley Drainage District and the 5-2-1 to both implement a fee. Mr. Haley said there were some other comments about the implementation times and the Technical Advisory Committee (TAC) was charged with coming back in three weeks to the 5-2-1 Board with some more details and how a plan might look so that they can come and present to the various Councils and Trustees. Mr. Haley also said that the TAC committee worked really hard with Mesa County staff to work out a resolution on fee allocation for next year and obviously, Fruita's fee was increasing substantially while other

entities were decreasing for the next year, mainly because Fruita will be coming under permit coverage. This means Fruita would need to share in the permit fees, recording and public education - things that Fruita hasn't had to support before. Mesa County was budgeting for a flat contribution from this year to next year, and the way the applications are all broken out, they were actually going to experience a \$16,000 savings next year, so they said they would use \$11,000 to help ease any increases for Fruita.

Councilor Mascarenas said the City was expecting to fall under the permit requirements at some point. Mr. Haley said this was correct, and if Fruita designates all the current responsibilities to the 5-2-1 Drainage Authority, their expenses might increase as well, but they are showing the expenses staying flat for 2016.

Mr. Bennett added that this does take into account the annual \$5,000 contributions that the City of Fruita has given the 5-2-1 over the years.

Councilor Mulder said he thought the point that was made was that in 2016, it could actually cost Fruita more if the City was on its own for permit fees. He said it was quite a surprise to him that the County offered to pick up the additional fees for Fruita and he asked Mr. Haley if the County's budget has been adopted yet. Mr. Haley responded that the line item for the 5-2-1 Drainage Authority is included in the County's draft budget for 2016.

Councilor Mulder asked everyone to keep in mind that the Grand Valley Drainage District was not going to go quietly into the sunset while the 5-2-1 imposes their fee. He said the 5-2-1 began its program for an education process earlier that day and at the next Council meeting, the 5-2-1 board would be presenting an overview of the community outreach that they are planning.

COUNCILOR FULLER

Councilor Fuller stated that he attended the Colorado Municipal League (CML) Policy Committee meeting the previous Friday and although it is early for legislation activity to begin, CML does believe that there will be some additional legislation coming through, but most of it doesn't necessarily relate directly to the City of Fruita. He continued that the ACLU is making a lot of noise about Municipal Court - they are planning on putting forth legislation which would potentially reduce the costs on behalf of plaintiffs for Municipal Courts.

Councilor Fuller also reported that Safe Routes to Schools is a program which is likely not going to be in the Governor's proposed budget for some unknown reason. However, CML will begin to lobby to get funds allocated for the program.

Councilor Fuller said that there has been much discussion about vehicle mile taxes and it will probably go before the legislature in 2016.

Councilor Fuller stated that the Riverfront Commission had just met prior to the Council meeting and the Tour of the Moon (held a few weeks prior) was able to contribute to the Riverfront Commission about \$10,000, which is historically what they have been able to contribute. It was with the help of the Colorado Monument and the total number of participants was raised to 2,200

from 2,000. Councilor Fuller said the interesting thing is that the Tour of the Moon has had some issues with regard to federal government shutdowns and the concern has prompted them to put in their application for 2016 for the last week in September, which may conflict with the Fruita Fall Festival. He said the City needs to be aware of this because it may or may not be something that needs to be dealt with at some point.

Councilor Fuller continued that there was a benefit obviously from the tour, but it probably will have to do with how many visitors Fruita gets for Fall Festival next year and whether there will be rooms available or not. This year, the late arrivals for the Tour of the Moon actually had to book hotel rooms in Battlement Mesa.

COUNCILOR KINCAID

Councilor Kincaid noted that the City Manager's weekly information update the previous Friday included information about the logo reviews and that there would be another update at the Council workshop session on October 27th. The top nine logo concept designs will be presented after Councilor Kincaid and City Manager Mike Bennett went through over 50 submissions from second and third year students at Western Colorado Community College. The goal is to narrow it down to three to five logo concepts.

Councilor Kincaid said that the professor at WCCC submitted about ten different logo sketches himself, and he showed an example of one on the overhead projector. Councilor Kincaid said he thought the partnership with the college could help with other creative projects down the road. He added that he dropped off some of the Gateway Design Input packets to the students because the professor said the students could turn those in for extra credit.

Councilor Kincaid said he was a little disappointed with Colorado Mesa University; he has contacted the graphic design department twice but he had not received a return call.

Councilor Kincaid stated that the Tourism Advisory Council would be meeting later in the week and would be going over next year's budget, which will be presented at the October Council workshop as well.

COUNCILOR MASCARENAS

Councilor Mascarenas reported that the Fruita Area Chamber of Commerce is still getting good reviews on this year's Fruita Fall Festival. In preparation for the Board's Strategic Planning meeting (scheduled for Saturday, November 14th), the board members are going to try to read as much as they can of the book *Love Where You Live*.

Councilor Mascarenas noted that the Parade of Lights will be held on December 12, 2015, and Business After Hours on November 19th. She said that the Chamber's Ambassadors program is going strong, as are the Business Builders and Fruita Tool Box meetings. She said she thinks the thing that will be a high priority is working with the Incubator and local businesses.

Councilor Mascarenas said she would have an update for the Council on the Chamber's goals after their Strategic Planning meeting.

The Chamber is in the process of planning their Annual Banquet for late February, as well as a big Business Expo in April.

Councilor Mascarenas said she hopes to see the sales tax revenues numbers for Fruita Fall Festival fairly soon.

Councilor Mascarenas noted that the Grand Valley Regional Transportation Committee would be meeting on Monday, where they will be part of a transportation roundtable. Senator Scott is expected to attend. Councilor Mascarenas said the Councilor Fuller may be able to contribute because of his involvement with CML. The Chair of the Transportation Committee will not be at the meeting, but it is hoped that his wife, who is also his assistant, will be able to attend. Yeulin Willett and Dan Thurlow will also not be able to attend, but Kathy Hall (who is on the Transportation Commission) will be there, as will a few top representatives from the Colorado Department of Transportation. This meeting will be held on Monday, October 26th at Lincoln Park.

Councilor Mascarenas said she would be heading to Denver on Wednesday, October 28th for the big state Transportation Summit and President Obama's Secretary of Transportation will be in attendance.

Councilor Mascarenas announced that as of October 21st, she would no longer be working for Mesa County after almost 24 years. She said she was extremely excited to begin working for Family Health West in Fruita starting on November 2, 2016. Councilor Mascarenas resigned as Chair for the FHW Board of Directors and Blaine Buck will be taking her place. She added that she will still provide consulting services to Mesa County since she was the only person in her previous position there.

COUNCILOR HARVEY

Councilor Harvey reported that the Arts and Culture Board continues to work towards putting on the fundraising event entitled *An Evening of Art in Fruita*. The Board decided to push the date back to March 5th and is working on getting sponsors. So far, City Market is on board. The Arts and Culture Board is getting ready to send out a press release call for artists, which will probably happen sometime in the next few upcoming weeks.

Councilor Harvey also reported that the Downtown Advisory Board also met and is working on putting together the Christmas Tree lot on N. Mulberry Street. They are looking for people to perform Christmas music and set up the sound system.

Councilor Mascarenas said the Fruita Chamber is very excited about this. Chamber employee Janet Brazfield (in the audience) stated that the Chamber is trying to get businesses involved by having them decorate their storefronts and potentially entering into a contest for the best decorating.

Mayor Buck asked if the Christmas tree lot would be open for a longer period of time. Councilor Harvey said it would be open starting the Friday after Thanksgiving (November 27th) through Sunday, December 6th. The Downtown Advisory Board asked Councilor Harvey to check with the City Council on whether they would be allowed to have some sort of barrel fire where people could sit around the fire and drink hot cocoa and hang out. He asked if there was something that the Board needed to do to accomplish this. City Manager Mike Bennett said it would be good to run it through the Special Event process and contact will be made with the Lower Valley Fire Department. Councilor Harvey said he didn't see anything in the Special Event application regarding having a barrel fire. He added that another thing they would like to do is string lights across Mulberry Street, which they thought would be fairly easy to do.

Councilor Mascarenas said she thought it would be cool to have that even in the summer. Mayor Buck said that someone had at one time borrowed a big fire pit at one event in the past. Councilor Harvey said someone had mentioned that and it might be another option.

MAYOR BUCK

Mayor Buck suggested that some of the downtown businesses that now have sidewalk restaurants do something like what the Glenwood brew pub did with lights attached to their wrought iron fence using an extra pole and lag bolted into the building. She said it looks fantastic and she mentioned to a few businesses that the City might be able to provide the lights the first time. She asked the City Manager if he had heard any feedback. Mr. Bennett responded that No Coast Sushi was interested in doing this, so staff was going to get together with them to figure out how it could work. He said maybe the City could pitch in for the first strands of lights at a fairly low cost as long as the businesses would be willing to maintain them from there. The owner of No Coast Sushi said she would be looking at how to do that when the fencing is being built.

Mayor Buck said that there was another lead from the Interbike trade show in Las Vegas that was interested in talking to the City of Fruita and she would keep everyone posted as it progresses.

10. CITY MANAGER'S REPORT

Mr. Bennett stated that the City's Department Directors would be having a mini-budget retreat at the State Park conference room from 8:00 am to 1:00 pm to finalize the details of the 2016 Budget.

He continued that the next budget discussions would be at the Council workshop session on October 27th. The Marketing and Promotion Fund would be presented after the logo concept presentation that Councilor Kincaid mentioned. There will also be budget presentations on personnel items and outside agency funding.

Mr. Bennett said he appreciates Mayor Buck's help with the contacts she is receiving from the Interbike. He said they are staying in touch with Luis Benitez to help connect with some other companies in Colorado that staff has heard and read about for potential expansion projects. Staff is also doing research on some of the other areas in the country to see how their models have or have not worked and how that information can be incorporated into Fruita's efforts.

Mr. Bennett pointed out that the Council took the first step in putting on the ballot the question regarding the City being authorized to be involved in broadband, which the City of Grand Junction did last year and Mesa County and Palisade will be doing as well. He said it is not the intent of the City to be a provider, necessarily.

Mr. Bennett said he got a call from United Private Networks, a group that is building a broadband network for School District 51. He gave their staff a tour of the Greenway Business Park and they will be putting together some cost estimates that the City of Fruita could share with businesses that may be looking at building in Fruita and so that Fruita can be more confident in its marketing package to potential industries.

Mr. Bennett continued that staff has had some great conversation with NOLS. Their organization is very excited about getting an alumni group in Fruita. NOLS is internationally recognized for their involvement in outdoor recreation companies, who often go for certified employees when hiring their staff.

Mr. Bennett said that staff would be meeting with the Bureau of Land Management (BLM) the following day. He added that he had a great meeting earlier that day with Western Slope Events, who has some big ideas for two major outdoor recreation events that could happen in Fruita, one in the spring and one in the fall. Mr. Bennett said Western Slope Events is putting a plan together that would work with Fruita's existing events, possibly as early as next year. The concept would be something similar to the MOG Fest (Manufacturers of Outdoor Gear) that is held in Grand Junction.

Mr. Bennett said that in the fall, the event would be looking more at all the outdoor activity that Fruita has in the area including fly fishing, skiing and more events.

Mr. Bennett said he wanted to recognize Lance Benninghoff with Waste Management, who was in the audience. He noted that the Council had just approved a four-year extension on the City's contract with Waste Management, who has added benefits to Fruita such as the recycling containers downtown.

Mr. Bennett stated that one partnership that the City has with Colorado Mesa University is a program for students to do virtual building concepts for Greenway Business Park. Staff is looking to combine this with an Independent Study program at CMU that will allow them to go to the next level, and CMU is very excited to have this real life opportunity for students.

Mr. Bennett said he feels that the City is on the right path in regards to economic development and the marketing of Fruita and that he feels confident that the efforts will pay off.

Mayor Buck agreed that there are a lot of exciting things happening in Fruita right now and commended Mr. Bennett on the job he is doing.

11. ADJOURN

With no further business before the Council, the meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Debra Woods
Deputy City Clerk
City of Fruita



AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK

DATE: NOVEMBER 3, 2015

RE: LIQUOR LICENSE RENEWAL – A REQUEST TO APPROVE THE RENEWAL OF AN OPTIONAL PREMISES – MALT, VINOUS AND SPIRITUOUS LIQUOR LICENSE FOR ADOBE CREEK NATIONAL GOLF COURSE LOCATED AT 876 18 ½ ROAD

BACKGROUND

The Optional Premises Liquor License for the Adobe Creek National Golf Course located at 876 18 ½ Road is up for renewal. Their current license expires on **November 27, 2015**. The Police Department had nothing to report regarding this establishment. The City Clerk's office has not been advised of any issues or concerns related to the liquor license during the past year. The City Clerk's office has no current Alcohol Awareness Training certificates or TIPS certificates on file for Adobe Creek National Golf Course.

The following information is provided as background on the liquor license renewal process:

An Optional Premises Liquor License allows employees to serve alcoholic beverages in the Clubhouse and on the Golf Course.

Pursuant to State Statutes, the local licensing authority (City Council) may cause a hearing on the application for renewal to be held. No renewal hearing shall be held until a notice of hearing has been conspicuously posted on the licensed premises for a period of ten days and notice of the hearing has been provided the applicant at least ten days prior to the hearing. The licensing authority may refuse to renew any license for good cause, subject to judicial review.

This item is placed on the Consent agenda for the Council to determine if there is any cause for a hearing to be held on the renewal of the liquor license. If there is no cause for a hearing, the City Council should approve the renewal of the existing license. If there is cause for a hearing, the City Council should set a date to hold a quasi-judicial hearing to determine if there are sufficient grounds for suspension or revocation of the liquor license. The City Council may also temporarily suspend any license, without notice, pending any prosecution, investigation or public hearing. No such suspension shall be for a period of more than 15 days.

FISCAL IMPACT

None.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The City of Fruita is charged with protection of the public health, safety and welfare. The review and renewal of liquor licenses ensures that licensed establishments are operating by the rules and regulations adopted by the City and State concerning the sale or service of beer and alcoholic beverages.

OPTIONS AVAILABLE TO THE COUNCIL

Renew the Optional Premises – Malt, Vinous, and Spirituous Liquor License for Adobe Creek National Golf Course.

Schedule a hearing date to determine if there is good cause for the license to be suspended or revoked.

RECOMMENDATION

It is the recommendation of staff that the Council move to:

RENEW THE OPTIONAL PREMISES – MALT, VIINOUS AND SPIRITUOUS LIQUOR LICENSE FOR ADOBE CREEK NATIONAL GOLF COURSE LOCATED AT 876 18 ½ RD

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

ADOBE CREEK NATIONAL GOLF COURSE
 876 18 1/2 ROAD
 FRUITA CO 81521-9401

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	
Optional Premise \$100 x <u>4</u>	<u>400</u>
Related Resort \$75 x _____	
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name ADOBE CREEK NATIONALLLC		DBA ADOBE CREEK NATIONAL GOLF COURSE		
Liquor License # 15647870000	License Type Optional Premises (city)	Sales Tax License # 15647870000	Expiration Date 11/27/2015	Due Date 10/13/2015
Street Address 876 18 1/2 RD FRUITA CO 81521-9401				Phone Number (970) 245 7177
Mailing Address 876 18 1/2 ROAD FRUITA CO 81521-9401				
Operating Manager Joe Toke	Date of Birth 8-7-71	Home Address 2937 SYLVIA LN GJT CO 81504		Phone Number 970-778-2209

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business JOE TOKE	Title General Manager
Signature 	Date 10-13-15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For The City of Fruta	Date
Signature 	Title LORI BUCK MAYOR
	Attest

**CITY OF FRUITA
MEMORANDUM**

TO:	FRUITA POLICE DEPARTMENT – CHIEF MACY/PAULA RAJEWICH
FROM:	DEBRA WOODS, DEPUTY CITY CLERK
DATE:	OCTOBER 14, 2015
RE:	LIQUOR LICENSE RENEWAL

License Information

Licensee:	Adobe Creek National Golf Course
Location:	876 18 ½ Road
Type of License:	Optional Premises - Malt Vinous and Spirituous Liquors
Expiration Date of Current License:	November 27, 2015
City Council Hearing Date:	November 3, 2015
DUE DATE FOR POLICE REPORT:	October 30, 2015

Tips certificates on File

Employee:	Date:

Report of Fruita Police Department

A)	Have there been any reported violation(s) of the Liquor or Beer Code in the last year?	Yes	<input checked="" type="radio"/> No
B)	Have there been any incidents reported to the Police Dept in the last year that would pertain to the liquor license and the establishment's control of alcoholic beverages and their patrons?	Yes	<input checked="" type="radio"/> No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	<input checked="" type="radio"/> No

Please attach documentation to support the above noted violation(s), incidents or comments.

Signature <i>Paula Rajewich</i>	Date 10-20-15
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AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR
FROM: DEBRA WOODS, DEPUTY CITY CLERK
DATE: NOVEMBER 3, 2015
RE: RENEWAL OF A HOTEL AND RESTAURANT – MALT, VINOUS AND SPIRITUOUS LIQUOR LICENSE FOR DRAGON TREASURE CHINESE RESTAURANT LOCATED AT 576 KOKOPELLI BLVD.

BACKGROUND

The Hotel/Restaurant Liquor License for the Dragon Treasure Chinese Restaurant, located at 576 Kokopelli Blvd. is up for renewal. Their current license expires on **December 2, 2015**.

The Police Department report indicates there has been nothing of concern that would hinder the renewal. There are no current TIPS certificates on file in the City Clerk's Office.

The following information is provided as background on the liquor license renewal process:

Pursuant to State Statutes, the local licensing authority (City Council) may cause a hearing on the application for renewal to be held. No renewal hearing shall be held until a notice of hearing has been conspicuously posted on the licensed premises for a period of ten days and notice of the hearing has been provided the applicant at least ten days prior to the hearing. The licensing authority may refuse to renew any license for good cause, subject to judicial review.

This item is placed on the agenda for the Council to determine if there is any cause for a hearing to be held on the renewal of the liquor license. If there is no cause for a hearing, the City Council should approve the renewal of the existing license. If there is cause for a hearing, the City Council should set a date to hold a quasi-judicial hearing to determine if there are sufficient grounds for suspension or revocation of the liquor license. The City Council may also temporarily suspend any license, without notice, pending any prosecution, investigation or public hearing. No such suspension shall be for a period of more than 15 days.

FISCAL IMPACT

None.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The City of Fruita is charged with protection of the public health, safety and welfare. The review and renewal of liquor licenses ensures that licensed establishments are operating by the rules and regulations adopted by the City and State concerning the sale or service of beer and

alcoholic beverages.

OPTIONS AVAILABLE TO THE COUNCIL

- Renew the Hotel/Restaurant Liquor License
- Schedule a hearing date to determine if there is good cause for the license to be suspended or revoked.

RECOMMENDATION

It is the recommendation of staff that the Council move to:

RENEW THE HOTEL AND RESTAURANT LIQUOR LICENSE FOR THE DRAGON TREASURE CHINESE RESTAURANT LOCATED AT 576 KOKOPELLI BLVD.

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

DRAGON TREASURE CHINESE RESTAURANT
 P O BOX 2687
 GRAND JUNCTION CO 81502

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	\$ 500⁰⁰

Make check payable to Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name ONNIE & ZHONG INC		DBA DRAGON TREASURE CHINESE RESTAURANT		
Liquor License # 41256490000	License Type Hotel & Restaurant (city)	Sales Tax License # 41256490000	Expiration Date 12/2/2015	Due Date 10/18/2015
Street Address 576 KOKOPELLI BLVD FRUITA CO 81521				Phone Number (970) 858 8655
Mailing Address P O BOX 2687 GRAND JUNCTION CO 81502				
Operating Manager Zhong (Ida) Yang	Date of Birth 8-5-72	Home Address 523 Sandstone Fruta CO 81521		Phone Number 970-858-8566
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>March 2018</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS: Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business Zhong Y Yang	Title President
Signature <i>Zhong Yi Yang</i>	Date 10/21/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For The City of Fruta	Date
Signature LORI BUCK	Title MAYOR
	Attest

**CITY OF FRUITA
MEMORANDUM**

TO:	FRUITA POLICE DEPARTMENT
FROM:	DEBRA WOODS, DEPUTY CITY CLERK
DATE:	OCTOBER 21, 2015
RE:	HOTEL RESTAURANT LIQUOR LICENSE RENEWAL

License Information

Licensee:	Dragon Treasure Chinese Restaurant
Location:	576 Kokopelli Blvd.
Type of License:	Hotel/Restaurant
Expiration Date of Current License:	December 2, 2015
City Council Hearing Date:	November 3, 2015
DUE DATE FOR POLICE REPORT:	October 30, 2015

Tips certificates on File

Employee:	Date:	Exp
(None Current)		

Report of Fruita Police Department

A)	Have there been any reported violation(s) of the Liquor or Beer Code in the last year?	Yes	<input checked="" type="radio"/> No
B)	Have there been any incidents reported to the Police Dept in the last year that would pertain to the liquor license and the establishment's control of alcoholic beverages and their patrons?	Yes	<input checked="" type="radio"/> No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	<input checked="" type="radio"/> No

Please attach documentation to support the above noted violation(s), incidents or comments.

Signed <i>Paula Rajewski</i>	Date <i>10-22-15</i>
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AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: JUDY MACY, CHIEF OF POLICE

DATE: NOVEMBER 3, 2015

RE: ORDINANCE 2015-16 – FIRST READING – AN INTRODUCTION OF AN ORDINANCE REPEALING AND REENACTING SECTION 9.01.034 OF THE FRUITA MUNICIPAL CODE CONCERNING PEDDLING AND SOLICITATION; AND REPEALING FMC 9.01.037 CONCERNING LOITERING

BACKGROUND

Recently, the US District Court ruled against the City of Grand Junction regarding an ordinance regulating panhandling. The ruling was based on First Amendment freedom of speech rights when seeking donations in public places. Based on that ruling, our city attorney has recommended the City of Fruita repeal our current “Loitering” ordinance.

The city attorney has also recommended we repeal our current “Solicitation” ordinance as he believes portions of the current law could be unconstitutional as well. The attached revision addresses those portions of the law and is titled “Peddling and Solicitation.”

FISCAL IMPACT

None.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

Maintaining and performing the core functions of government with a high level of expertise.

OPTIONS AVAILABLE TO COUNCIL

1. Approve the first reading of Ordinance 2015-16 to repeal and reenact section 9.01.034 regarding Peddling and Solicitation and repeal section 9.01.037 regarding Loitering
2. Amend the first reading of Ordinance 2015-16 to repeal and reenact section 9.01.034 regarding Peddling and Solicitation and repeal section 9.01.037 regarding Loitering
3. Deny the motion to approve Ordinance 2015-16 to repeal and reenact section 9.01.034 regarding Peddling and Solicitation and repeal section 9.01.037 regarding Loitering

RECOMMENDATION

It is the recommendation of city staff that the Council by motion:

- Approve the Ordinance 2015-15 – First Reading – An Ordinance repealing and reenacting Section 9.01.034 of the Fruita Municipal Code regarding Peddling and Solicitation and repealing Section 9.01.037 regarding Loitering for publication of public hearing on December 1, 2015

ORDINANCE NO. 2015-16

AN ORDINANCE OF THE CITY OF FRUITA, COLORADO REPEALING AND REENACTING SECTION 9.01.034 OF THE FRUITA MUNICIPAL CODE CONCERNING PEDDLING AND SOLICITATION; AND REPEALING SECTION 9.01.037 OF THE FRUITA MUNICIPAL CODE CONCERNING LOITERING.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO:

Section 1. That Section 9.01.034 of the Fruita Municipal Code concerning peddling and solicitation is hereby repealed and reenacted to read as follows:

9.01.034 Peddling and Solicitation

A. Definitions. Words used in this Section shall have the following meanings ascribed to them:

1. A “peddler” is any individual, whether a resident of the City or not, who engages in the itinerant or transient sale or bartering of any goods, merchandise or services directly to the consuming public, whether or not the goods, merchandise or services are actually delivered at the time of sales. A peddler engages in such activities as selling from place to place, from house to house, or from street to street, hawking of items at public events, and selling or canvassing by means of carrying goods or samples around from place to place in order to encounter consumers who will purchase or order the goods.
2. “Peddling” includes all activities ordinarily performed by a peddler but does not include the following:
 - a. Any sales efforts by telephone, mail, or electronic media where there is no face to face encounter with the purchaser at the time of sale, delivery or provision of goods, merchandise or services;
 - b. Any sales by sales persons selling goods or merchandise or providing services exclusively to commercial, industrial or business accounts;
 - c. Newspaper and magazine sales;
 - d. The sale of food by food peddlers or operators of mobile food units including push carts;
 - e. Sales from push carts and similar vending devices located in public rights-of-way;
 - f. Sales from a stationary but temporary source, such as a road side fruit stand, located totally upon private property, to the extent such activities are permitted and regulated under the City’s Land Use Code contained in Title 17 of the

Fruita Municipal Code; and

g. Sales in City parks to the extent such activities are permitted.

3. A “solicitor” is any person, whether resident of the City or not, traveling either by foot or vehicle or any other type of conveyance, from place to place, or from house to house, or from street to street, taking or attempting to take orders for the sale of goods, wares, merchandise or personal property of any nature whatsoever for future delivery or for services to be performed or furnished in the future, whether or not such person has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sale or not.

B. Business License and Sales Tax License-Required. A. Any peddler or solicitor working either individually or for a corporation, partnership or other legally recognized organization shall individually obtain a business license pursuant to Chapter 5.4 of the Fruita Municipal Code and sales tax license if required under Section 3.12 of the Fruita Municipal Code.

1. The following types of organizations and individuals selling goods, merchandise or services on their behalf are not required to obtain a license but shall otherwise comply with the applicable requirements of this Section:

- a. State and local governmental departments, agencies and subdivisions, including public schools;
- b. State accredited private schools and academies;
- c. Charitable, civic, patriotic, religious, educational, recreational, fraternal or cultural organizations which are tax exempt pursuant to Section 501(C) of the Internal Revenue Code as amended; and
- d. Person promoting a political candidate, political party, or ballot issue.

C. Prohibited Activities. It shall be unlawful for any peddler or a solicitor to:

1. Make any false statement of misrepresentation of fact, or otherwise engage in fraud, in the course of carrying out the activities permitted under this Section, or to fail to fulfill the obligations and representations which the peddler or solicitor makes to a consumer.
2. In peddling any goods, merchandise or services to be delivered or provided at a future date, refuse or fail to give to a purchaser at the time of sale a written and signed receipt which shall accurately set forth name, address and telephone number of the peddler or solicitor; a brief description of the goods, merchandise or services to be delivered or provided; the anticipated date and manner of delivery or provision of such goods, merchandise or services; the amount paid by the consumer; the balance due on purchases; and the terms or any payment;

3. Fail or refuse to leave peacefully private property immediately when told to do so by the land owner, the land owner's agent or representative, or the occupant of the premises, or to attempt to solicit business at any place which maintains a sign or other visible and legible indication that such solicitation of business is not desired or is prohibited, unless the permission of the owner, agent, representative or occupant of the premises has been previously obtained;
4. Engage in door-to-door sales at residences from a half hour after sunset until 8:00 a.m. the next day; or
5. Obstruct, impede or otherwise interfere with the public's use of public streets, sidewalks, ways or places, other than as authorized by other provisions of the Fruita Municipal Code.

D. Juvenile Peddlers and Solicitors.

1. No person under the age of eighteen (18) years of age shall be permitted to engage in peddling or soliciting except as provided in this subsection. Except as provided in subsection (B) above, pursuant to Section 5.04 of the Fruita Municipal Code a business license shall be obtained by a sponsoring person, company or organization for the conduct of any peddling or soliciting business involving, in whole or in part, a sales force of one (1) or more persons under eighteen (18) years of age. Any person eighteen (18) years of age or older peddling or soliciting for a sponsor shall obtain an individual business license as provided in subsection (B) above. The sponsor shall be responsible for supervising and controlling the conduct of all persons, including juveniles, peddling under the sponsor's license. This responsibility shall extend to the prohibited activities set forth in subsection (C) above. The sponsor shall maintain visual contact with all juveniles at all times sponsored juveniles are peddling or soliciting.
2. The sponsor shall be limited to peddling or soliciting, through its sales force, food products, such as candies and snacks, which are pre-packaged by the manufacturer and not requiring refrigeration; inexpensive household and novelty items; items hand crafted or prepared by members or beneficiaries of the sponsor.
3. Peddling or soliciting under this subsection shall be limited to between the hours of 3:00 p.m. and one half (1/2) hour after sunset on school days, as scheduled by the School District. During any other time of the year, peddling or soliciting under this Section shall be limited to the hours set forth subsection (C) above.
4. No juvenile under the age of twelve (12) shall be permitted to engage in peddling or soliciting unless accompanied by his or her parent or guardian.

- E. Enforcement and Penalties.** Any person, firm, association or corporation knowingly violating any of the provisions of this Section commits a Class A municipal offense. Such person, firm, association or corporation shall be guilty of a separate offense for each and

every day during any portion of which a violation of this Section is committed or continued.

Section 2. That Section 9.01.037 of the Fruita Municipal Code, concerning loitering, is hereby repealed in its entirety.

INTRODUCED, READ,PASSED, AND ADOPTED BYTHE FRUITA CITY COUNCIL, THIS_____ DAY OF _____, 2015

CITY OF FRUITA, COLORADO

By: _____
Lori Buck, Mayor

ATTEST:

Margaret Sell, City Clerk



AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: MARGARET SELL, CITY CLERK/FINANCE DIRECTOR

DATE: NOVEMBER 3, 2015

RE: ORDINANCE 2015-17 – FIRST READING – AN INTRODUCTION OF AN ORDINANCE REPEALING SECTION 2.19.030 OF THE FRUITA MUNICIPAL CODE CONCERNING CANDIDATE NOMINATION PROCEDURES FOR MAIL BALLOT ELECTIONS

BACKGROUND

The City of Fruita amended the Fruita Municipal Code in 2007 to provide for candidate nomination petition deadlines that were conducive to the mail ballot process and which were not addressed in the Municipal Election Code. The most recent version of the Colorado Municipal Election Code (C.R.S. §31-10-909 amended through May of 2015) addresses the need for different deadlines for candidate nomination petitions when conducting a mail ballot election.

This proposed ordinance repeals the conflicting deadlines set forth in the Fruita Municipal Code, thus reverting to the timeframes set forth in the Municipal Election Code.

Attached is the April 5, 2016 Election Calendar for candidates for office upon final adoption of this ordinance.

FISCAL IMPACT

None.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

This Ordinance allows for the effective conduct of election procedures while providing the citizens of Fruita with their preferred method of voting by mail ballot.

OPTIONS AVAILABLE TO COUNCIL

1. Approve the first reading of Ordinance 2015-17 concerning Candidate Nomination Petition deadlines for Mail Ballot Elections and use the same time frames for candidation nomination petitions as established in the Municipal Election Code.
2. Take no action on Ordinance 2015-17 thus leaving the existing Candidate Nomination Petition deadlines in effect for the April 2016 election.

RECOMMENDATION

It is the recommendation of City staff that the Council by motion:

- Approve Ordinance 2015-17 – First Reading – An Ordinance repealing Section 2.19.030 of the Fruita Municipal Code concerning Candidate Nomination Procedures for Mail Ballot Elections for publication of public hearing on December 1, 2015

ORDINANCE 2015-17

AN ORDINANCE OF THE CITY OF FRUITA, COLORADO REPEALING SECTION 2.19.030 OF THE FRUITA MUNICIPAL CODE CONCERNING CANDIDATE NOMINATION PROCEDURES FOR MAIL BALLOT ELECTIONS

WHEREAS, the basic laws applicable to regular municipal election are contained in Title 31, Article 10, Colorado Revised Statutes (C.R.S) known as the “Colorado Municipal election Code of 1965,” and

WHEREAS, Article 10 was enacted in 1965 and has been subject to a number of amendments since, and

WHEREAS, the most recent version of the Colorado Municipal Election Code was amended through May of 2015, and

WHEREAS, it is the intent of the Fruita City Council that the time periods for circulation and submission of nomination petitions for the offices of City Council and Mayor for any regular mail ballot election in Fruita reflect the same time periods as those recently enacted in Title 31, Article 10 of the Colorado Revised Statutes and not be in conflict with them.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO:

Section 1. That Section 2.19.030 of the Fruita Municipal Code concerning Candidate Nomination Procedures for Mail Ballot Elections is hereby repealed in its entirety.

**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL
THIS 1st DAY OF DECEMBER, 2015.**

CITY OF FRUITA, COLORADO

By: _____
Lori Buck, Mayor

ATTEST:

Margaret Sell, City Clerk

MUNICIPAL ELECTION CALENDAR

BEFORE ELECTION DAY

91 DAYS BEFORE ELECTION

- First day on which a nominating petition may be circulated.³¹

90 DAYS BEFORE ELECTION

- Last day for any changes in the boundaries of election precincts or wards or for the creation of new election precincts.³² This does not apply to precinct changes resulting from annexations. All changes in precinct or ward boundaries and in municipal boundaries must be reported to the county clerk by the municipal clerk as soon as possible after the change.³³
- First day those applications for absentee ballots may be filed in writing with the municipal clerk. The clerk must then follow the procedure set forth in C.R.S. § 31-10-1002. Requests for applications for absentee ballots may be made either orally or in writing.³⁴
- Absentee ballots are to be delivered to applicants as soon as practicable, but not more than 72 hours after the ballots have been printed.³⁵

71 DAYS BEFORE ELECTION

- Last day upon which a nominating petition may be circulated.³⁶
- Nominating petitions must be filed by close of this business day.³⁷

64 DAYS BEFORE ELECTION

- Last day a nominating petition may be amended to correct or replace signatures.³⁸
- Mail Ballot Election
 - For a person to participate as a write-in candidate, that person must file an affidavit of intent by this date.³⁹

63 DAYS BEFORE ELECTION

- Last day for any person who has accepted a nomination to withdraw from such nomination. This requires a written affidavit from the candidate withdrawing, which must be signed by the candidate and filed with the municipal clerk.

60 DAYS BEFORE ELECTION

- Date by which the county clerk must forward to the municipal clerk a list of municipal voters whose names appear on the statewide computerized voter list as "overseas" or "active military."⁴⁰

31 C.R.S. § 31-10-302(2),

32 C.R.S. §§ 1-5-102.5; 1-5-104(2).

33 C.R.S. § 31-10-502.

34 C.R.S. § 31-10-1002.

35 C.R.S. § 31-10-1002.

36 C.R.S. § 31-10-30-302(4).

37 C.R.S. § 31-10-102.8(5).

38 C.R.S. § 31-10-302(4)

39 C.R.S. § 31-10-912.

40 C.R.S. § 31-10-102.8(5).



APRIL 5, 2016 ELECTION CALENDAR

<u>Date</u>	<u>Description</u>
January 5, 2016	Nomination Petitions for Council and Mayor may be picked up from the office of the City Clerk.
January 5 – January 15, 2016	A Candidate Affidavit must be filed with the City Clerk within ten (10) days of becoming a candidate. Failure to file the affidavit will result in the disqualification of the individual as a candidate.
January 5 – January 15, 2016	A Committee Registration Form needs to be completed prior to accepting any contributions or making expenditures.
January 25, 2016	Last day to file completed Nomination Petitions with the City Clerk
February 1, 2016	Last day to file amended Nomination Petitions
February 19, 2016	Written comments on TABOR issues due
February 22, 2014	Summary of written comments on TABOR issues due from petition reps – no later than 3:00 p.m.
April 5, 2016	Last day to register to vote
April 1, 2016	Fair Campaign Practices Act Financial Report due
March 14, 2016	First day to mail ballots
March 21, 2016	Last day to mail ballots
April 5, 2016	Election Day
May 5, 2016	Fair Campaign Practices Act Financial Report due



AGENDA ITEM COVER SHEET

TO: Fruita City Council and Mayor

FROM: Community Development Department

DATE: November 3, 2015

RE: Resolution 2015 - 25, A Resolution of the Fruita City Council to Approve a Supplementary Subdivision Improvements Agreement and a 1st Release of the Subdivision Improvements Agreement for Phase 2a of the Brandon Estates Filing 1 Subdivision

BACKGROUND

The Brandon Estates Filing 1, Phases 2a, subdivision currently is under construction and the developers have completed all of the required improvements with the exception of portions of the irrigation system.

The applicants request that the city accept the improvements that are completed and allow all Planning Clearances in the subdivision to be released. The guarantee provided for this subdivision phase is a hold on the sales of lots and the applicants request that this prohibition also be removed so that lots can be sold. This is accomplished by a resolution of the Fruita City Council for a "first release" of the subdivision improvements agreement (SIA). A first release approves the subdivision construction, releases all but 10% of the performance guarantee, and begins the required two-year warranty of the construction against defects in materials and/or workmanship. The incomplete irrigation system would be covered by an additional subdivision improvements agreement and would be covered under a different warranty period. Attached is the resolution including the additional SIA to accomplish this request.

The additional SIA requires the irrigation system to be completed in March of 2016 with the performance guarantee in the amount of \$11,000 to cover the expected cost of completing the irrigation system. The amount of money to be provided for the warranty for the improvements that have been completed is \$45,650 which equals 10% of the cost of the completed improvements.

Staff has been discussing this additional SIA issue with the applicants for several weeks. Due to some problems with the discussion and approval of the design of the irrigation system, the construction of the irrigation system was delayed. Staff believes that it would be appropriate in this circumstance to address the construction of the irrigation system under an additional SIA and not hold up the ability to build houses/sell lots in this subdivision.

FISCAL IMPACT

Approving a 1st release of an SIA has a fiscal impact on the city because the city would then be responsible for maintenance of the public improvements. Ten percent of the cost of all improvements in the subdivision is held by the City for two years to ensure that defects in materials and workmanship for the improvements will be corrected. Within the two-year warranty period, the City will inspect the improvements and if found to be free from defects in materials and workmanship, a final release of the funding guarantee can be requested.

This 1st release will permit the developer to sell lots and begin house construction before all improvements are completed, but the supplemental SIA provides the financial guarantee to help ensure that the improvements will be completed.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The process of approving and releasing SIAs ensures that the City's goal of requiring development to pay its own way is met and that residents and taxpayers of the City are not subsidizing growth.

OPTIONS AVAILABLE TO COUNCIL

1. Approve Resolution 2015-25, A Resolution of the Fruita City Council to Approve a Supplementary Subdivision Improvements Agreement and a 1st Release of the Subdivision Improvements Agreement for Phase 2a of the Brandon Estates Filing 1 Subdivision with or without changes.
2. Deny the Resolution.
3. Direct staff to research any issues regarding the required improvements on which Council has concerns or questions.

RECOMMENDATION

Staff recommends that the City Council move to approve Resolution 2015-25, A Resolution of the Fruita City Council to Approve a Supplementary Subdivision Improvements Agreement and a 1st Release of the Subdivision Improvements Agreement for Phase 2a of the Brandon Estates Filing 1 Subdivision.

RESOLUTION 2015 - 25

APPROVAL OF A SUPPLEMENTARY SUBDIVISION IMPROVEMENTS AGREEMENT AND A FIRST RELEASE OF THE SUBDIVISION IMPROVEMENTS AGREEMENT FOR BRANDON ESTATES FILING 1, PHASE 2A SUBDIVISION

WHEREAS, the developer of Brandon Estates Filing 1, Phase 2a subdivision entered into a subdivision improvements agreement recorded in the records of the Mesa County Clerk and Recorder in Book 5735, at Page 593, to guarantee that required subdivision improvements would be completed within a certain time period, and

WHEREAS, the developer has requested a 1st release of the performance guarantee for the improvements that have been completed and to start the two-year warranty period, and

WHEREAS, a Bill of Sale for the required public improvements that will belong to the City of Fruita has been provided and is attached as Exhibit A, and

WHEREAS, all the improvements required by the subdivision improvements agreement for Brandon Estates Filing 1, Phase 2a subdivision have been completed and inspected by City staff and have been found to be constructed as required with the exception of portions of the irrigation system, and

WHEREAS, there is a need to enter into a supplementary subdivision improvements agreement to guarantee that the construction of the unfinished portions of the irrigation system will be completed as provided for in Section 9.4 of the subdivision improvements agreement recorded in the records of the Mesa County Clerk and Recorder in Book 5735, at Page 593.

NOW, THEREFORE, BE IT RESOLVED BY THE FRUITA CITY COUNCIL:

THAT the supplementary subdivision improvements agreement, attached hereto as Exhibit B, to guarantee the construction of the unfinished irrigation system in the Brandon Estates Filing 1, Phase 2a subdivision is hereby approved.

THAT the subdivision improvements for Brandon Estates Filing 1, Phase 2a subdivision are hereby approved (with the exception of the unfinished irrigation system as noted above) subject to 10% of the total cost of improvements being retained for the required two-year warranty period.

THAT the owner of the Brandon Estates Filing 1, Phase 2a subdivision is released from the restriction prohibiting conveyance of lots within this subdivision.

**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL
THIS 3rd DAY OF NOVEMBER, 2015**

ATTEST:

City of Fruita:

Margaret Sell, City Clerk

Lori Buck, Mayor

EXHIBIT A - Resolution 2025-25

BILL OF SALE

BRANDON ESTATES FILING 3, PHASE 2a

Development Name

KNOW ALL MEN BY THESE PRESENTS, that John Davis AND Sonshine IV Construction & Development, LLC, (Property Owner Name AND Developer Name) of the County of Mesa, State of Colorado (Seller), for and in good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, has bargained and sold and by these presents does grant and convey unto the City of Fruita, Colorado, a municipal corporation (Buyer), its successors and assigns, the following property, goods and chattels, to wit:

Type of Improvement	Description	Quantity	Measurement	City Use
Streets				
Interior to subdivision	28' Asphalt Rd.	872	Lineal feet	
Offsite street improvements	22' Asphalt Widening	400	Lineal feet	
Curbs, gutters and sidewalk	6'-6" Drive Over Section	1,852	Lineal feet	
Street signs	Stop Signs/Rd. names	3	Each	
Street lights	Xcel Std.	2	Each	
Storm Sewer				
Lines	RCP and HDPE	1,060	Lineal feet	
Inlets	Curb and Area	4	Each	
Other	48" Manhole	6	Each	
Sewer Lines and Appurtenances:				
Lines, Mains	8" & 12" SDR 35	1,484	Lineal feet	
Manholes	48" Manhole	4	Each	
Other				
Open Space dedicated to City	N/A			
Land			Acres	
Improvements				

Transferred FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES located at:

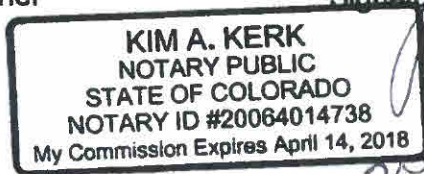
TO HAVE AND TO HOLD the same unto the said Buyer, its successors and assigns, forever. The said Seller covenants and agrees to and with the Buyer, its successors and assigns, to WARRANT AND DEFEND the sale of said property, goods and chattels, against all and every person or persons whomever. When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Seller has executed this Bill of Sale this 21st day of Sept. 2015

Signature of Seller - Property Owner

Signature of Seller - Developer

STATE OF COLORADO)
COUNTY OF MESA)



The foregoing instrument was acknowledged before me this 21st day of September, 2015 by John Davis / SSIV Construction & Dev, LLC (Sellers name).

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 04/14/18

Notary Public: [Signature]

EXHIBIT B
Resolution 2015-25
CITY OF FRUITA SUBDIVISION IMPROVEMENTS AGREEMENT
BRANDON ESTATES FILING 3, PHASE 2A
(Name of Subdivision)

THIS AGREEMENT is made and entered into this 30th day of October, 2015, by and between the CITY OF FRUITA, COLORADO, a municipal corporation, whose address is 325 E. Aspen Ave., Fruita, Colorado (hereinafter referred to as the "City"), and SONSHINE IV, CONSTRUCTION & DEVELOPMENT, LLC whose address is 2350 G Road, Grand Junction, CO 81505 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, Developer is the fee simple owner of real property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") and

WHEREAS, Developer has filed an application with the City for the subdivision of certain property to be known as BRANDON ESTATES FILING 3, PHASE 2A, a tract of land located in the City of Fruita, County of Mesa, State of Colorado, containing approximately 6.00 acres, as more fully described in Exhibit A, attached hereto, herein referred to as the "Subdivision" or the "Property", which Developer intends to improve as a SINGLE FAMILY RESIDENTIAL PLANNED UNIT development; and

WHEREAS, the Developer, as a condition of approval of the Final Plat of BRANDON ESTATES FILING 3, PHASE 2A, entered into a Subdivision Improvements Agreement, as provided for by Chapter 17.21, of the Fruita Municipal Code and recorded in Book 5735, at Page 593 in the records of the Mesa County Clerk and Recorder; and

WHEREAS, the City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and limit the harmful effects of substandard subdivisions, including premature subdivision, which leaves property undeveloped and unproductive; and

WHEREAS, pursuant to Section 17.21.010, of the Fruita Municipal Code, the Developer is required to provide security or collateral sufficient to insure completion of the required improvements and other necessary subdivision improvements described in the Final Plat for the Property, and all accompanying documents, drawings, and plans; and

WHEREAS, the parties desire to enter into an additional subdivision improvements agreement to address the improvement not yet completed which includes the irrigation system pump and controls.

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material supplies,

laborers, or others providing work, services or material to the Subdivision or for the benefit of lot owners or occupants in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Title 17 of the Fruita Municipal Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer agree as follows:

SECTION 1
DEFINITIONS

- 1.1 **Agreement.** This Subdivision Improvements Agreement for the BRANDON ESTATES FILING 3, PHASE 2A Subdivision, between the Developer and the City.
- 1.2 **City.** The City of Fruita, Colorado, a municipal corporation.
- 1.3 **City Council.** The governing body of the City of Fruita, Colorado.
- 1.4 **Developer.** SONSHINE IV, CONSTRUCTION & DEVELOPMENT, LLC, and its successors and assigns.
- 1.5 **Property or Subdivision.** The real property known as the BRANDON ESTATES FILING 3, PHASE 2A Subdivision, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference.
- 1.6 **Subdivision Final Plat.** The Final Plat for the BRANDON ESTATES FILING 3 Subdivision, as approved by the City.

SECTION 2
TERM

The term of this Agreement shall commence on the effective date of the City ordinances or resolutions approving this Agreement and shall continue until four months from the effective date, if Developer has not commenced the required Subdivision improvements, and if said improvements have commenced, this Agreement shall continue until the completion of all improvements. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and common areas contained herein, and the performance guarantee provisions of this agreement and the warranty of required Subdivision improvements; provided, however, that any such termination shall not affect (a) the annexation of the Property to the City; (b) any common law vested rights obtained prior to such

termination; (c) the prior conveyance of any lots or parcels within the Subdivision; (d) any right arising from other City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (e) the parties' rights pursuant to subsection 12.5 below.

SECTION 3 **SCOPE OF THIS AGREEMENT**

3.1 **Purpose.** This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property pursuant to Article 23 of Title 31 of the Colorado Revised Statutes and Title 17 of the Fruita Municipal Code; as to the nature of the development proposed for Subdivision; as to the procedures, limitations and standards applicable to the construction of improvements to be installed to serve the Subdivision; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual development of lots contained within the Subdivision. The City reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the City then in effect.

SECTION 4 **NATURE OF THE SUBDIVISION**

This Subdivision is zoned Planned Unit Development and consists of fifteen (15) lots, and three (3) other Tracts/Outlots on approximately 6.0 acres, with 0.14 acres of dedicated open space, parks, trails and 0.93 acres of dedicated public streets.

SECTION 5 **IMPROVEMENTS AND WARRANTY - GENERAL PROVISIONS**

5.1 **Construction of Improvements.** In accordance with Chapter 17.15 of the Fruita Municipal Code: all irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation service for this Subdivision; as shown in the accompanying plans applicable to this Subdivision including any field changes required by the City due to unknown site conditions; this Agreement, and; any other improvements required by Title 17 of the Fruita Municipal Code and the City's Design Criteria and Construction Specifications Manual shall be installed and completed at the expense of the Developer. The necessary Subdivision improvements shall be designed and built in conformance with all City engineering design standards and all requirements contained in Title 17 of the Fruita Municipal Code. All such required Subdivision improvements shall be designed and approved by a registered professional engineer retained by the Developer unless required otherwise by the Fruita Municipal Code. All drawings and plans for such improvements shall be stamped by the engineer unless required otherwise by the Fruita Municipal Code.

5.2 Compaction Standards. Trench compaction and road sub-grade and base course compaction standards and criteria shall be reviewed and approved by the City prior to the commencement of construction.

5.3 Schedule of Improvements to be Constructed by Developer. The schedule of improvements to be constructed by the Developer, showing in detail the required Subdivision improvements that the Developer is responsible for constructing, and the costs therefor, as required by Section 17.21.030 of the Fruita Municipal Code, is attached hereto as Exhibit "B" and incorporated herein by this reference.

5.4 Warranty by Developer. In accordance with Section 17.21.080 of the Fruita Municipal Code, the Developer shall warrant any and all required improvements constructed by Developer pursuant to this Agreement and the Subdivision Final Plat and all accompanying documents, drawings, and plans for a period of twenty-four (24) months from the date the City certifies that the same conform with the approved specifications. The warranty period begins on the day City Council approves the Partial Release of Security per subsection 7.4 below. In addition, but not by way of limitation, the Developer shall warrant the following:

5.4.1 The Developer shall warrant that the title conveyed shall be good and its transfer rightful; and

5.4.2 The Developer shall warrant any and all facilities conveyed shall be free from any security interest or other lien or encumbrance.

5.4.3 The Developer shall warrant that any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

5.5 City Inspections. In accordance with Section 17.21.050 of the Fruita Municipal Code, the City shall have the right to make inspections and require testing during construction of required Subdivision improvements in such reasonable intervals as the City may request in accordance with the City's street construction regulations and sewer construction regulations or as otherwise determined by the City. Inspection, acquiescence and approval of any inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the City of any phase of the construction of such required improvements. Such approvals shall be made by the City only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

5.6 Final Approval by City. In accordance with Section 17.21.060 of the Fruita Municipal Code, upon completion of construction of such required Subdivision improvements, the City shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with City standards and the utility, drainage and street improvement plans and others, as approved. The City shall be under no obligation to release the

performance guarantee, or provide any wastewater collection service, street maintenance, to issue planning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the City.

5.7 Provision of As-Built Drawings. In accordance with Section 17.15.180 of the Fruita Municipal Code, the Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all improvements approved by the City. All "as built" drawings shall be prepared in the manner required by the City. The Developer shall pay for any incidental services related to the construction of the required improvements, at its sole cost and expense.

5.9 Construction Schedule. Construction of such required Subdivision improvements shall be completed by the Developer no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the required Subdivision improvements within the time frame identified in Exhibit "B" due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the City by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the City, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

5.11 Dogs Prohibited During Construction. The Developer shall prohibit its contractors and subcontractors from bringing dogs onto the Property, even if such dogs are to be kept inside motor vehicles. Violation of this policy shall result in the immediate eviction of the dog and the dog's owner or harbinger by the Developer from the Property. In the event of a second violation by the same dog and/or the same dog's owner or harbinger, the dog and the dog's owner or harbinger shall be immediately evicted from the Property by the Developer and the offending person shall be prohibited from entering or working within the Property for the following seven (7) consecutive calendar days. In the event of a third violation, the offending person shall be prohibited by the Developer from entering or working within the Property for the following six (6) calendar months.

SECTION 6

IMPROVEMENTS AND WARRANTY - GENERAL PROVISIONS

6.1 Construction and Conveyance of Irrigation System. Pursuant to subsection 17.15.140(K) of the Fruita Municipal Code, the Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Subdivision including all lines, valves, service lines to the lot lines and service risers as required by the City's regulations, and all off-site improvements as necessary to maintain the delivery system. All required improvements and the construction and installation of such improvements shall be in accordance

with the Approved for Construction Drawings, plans and specifications approved by the City, and in accordance with applicable provisions of the City of Fruita's Design Criteria and Construction Specifications Manual and Title 17 of the Fruita Municipal Code.

The Developer shall convey to the Homeowners Association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system, and shall also transfer to the Association sufficient irrigation water rights as approved by the City before the final release of this SIA.

SECTION 7

PERFORMANCE GUARANTEE

7.1 **Security Required.** In order to secure the construction and installation of the required Subdivision improvements, whether on-site or off-site, above described and as shown in the Subdivision Final Plat for the Property and all accompanying documents, drawings and plans submitted for the Approved for Construction drawings, for which the Developer is responsible, and in accordance with Section 17.21.100 of the Fruita Municipal Code, the Developer shall furnish the City with: (a) cash to be deposited in an escrow account that is acceptable to the City pursuant to the Escrow and Disbursement Agreement attached hereto as Exhibit "___" and incorporated herein by this reference; or (b) an irrevocable standby letter of credit that is acceptable to the City; or (c) a performance bond issued by a surety approved by the City, in an amount equal to one hundred ten percent (110%) of the estimated cost of said facilities.

7.2 **Delivery of Security.** Developer shall furnish to the City the security required by this Section and subsection 17.21.100(B) of the Fruita Municipal Code prior to a partial release of the security provided by the developer provided pursuant to the subdivision improvements agreement as recorded in Book 5735, at Page 593 in the records of the Mesa County Clerk and Recorder. Unless expressly authorized by the City, the Developer shall not commence any work within the Subdivision until such approved security is furnished to the City.

7.3 **Special Letter of Credit Standards.** In the event the Developer elects to deliver to the City an irrevocable letter of credit as a performance guarantee, the letter of credit shall be payable at sight to the City, or its designee, and will bear an expiration date of not earlier than two (2) year from the date of issuance. The Developer shall renew such letter of credit as necessary in order to secure the performance and completion of the required Subdivision improvements for which the Developer is responsible in accordance with this Agreement, without further notice from the City. If the Developer fails to provide the City a satisfactory substitute letter of credit at least thirty (30) days prior to the expiration date of the letter of credit previously delivered, the City may, at its sole option, draw the full amount of the letter of credit and hold the proceeds thereof as a performance guarantee deposit. The proceeds of such draw shall be deposited in a federally insured interest bearing account, and all interest earned thereon shall be added to and become part of the performance guarantee deposit.

7.4 Partial Release of Security. Upon completion of all of the required Subdivision improvements by the Developer, and upon final inspection and approval by the City of all such improvements, the City Council shall further authorize the reduction of the amount of the security guaranteeing the required Subdivision improvements to ten percent (10%) of the total actual cost of such improvements pursuant to subsection 17.21.100(C) of the Fruita Municipal Code.

7.5 Security Standards; Payment Upon Default. The initial performance bond or letter of credit, if applicable, issued pursuant to this Agreement shall bear an expiration date of not earlier than two (2) years from the date of issuance. The Developer shall renew such security as necessary in order to secure the performance and completion of the required Subdivision improvements in accordance with this Agreement and Section 17.21.100 of the Fruita Municipal Code, without further notice from the City. The performance bond, letter of credit, or escrow funds shall be payable at any time upon presentation of an affidavit by the City stating the Developer is in default under this Agreement, has received notice of such default as required by subsection 7.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, and has failed to cure such default within the time set forth in subsection 7.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, or in the case of a letter of credit, the Developer has failed to renew the letter of credit as required herein. The performance bond, or letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the City. In the event of a default by the Developer and compliance with the terms of subsection 7.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, the surety or financial institution shall disperse funds, upon written request by the City, or the escrow fund may be drawn upon, showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address.

7.6 Full Release of Security. In accordance with subsection 17.21.100(D), any performance guarantee issued pursuant to this Agreement shall be fully released and discharged by action of City Council upon expiration of the twenty-four (24) month warranty period, and the correction of any defects discovered during such warranty period. In the event that the correction of defects are not satisfactorily completed upon the expiration of the twenty-four (24) months, the City may require a new performance guarantee and withhold the issuance of planning clearances until a new improvements guarantee is recorded. The warranty period begins on the day City Council approves the Partial Release of Security per subsection 7.4 above.

7.7 Notice of Default. In accordance with subsection 17.21.100(E), upon the Developer's failure to perform its obligations under this Agreement, as applicable to this Subdivision, all other applicable plans, drawings, specifications and other documents as approved, within the time periods set forth in this Agreement, the City may give written notice to the Developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If such default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the City Council, whichever is later, (or such reasonable time period as is necessary to cure the default provided that the Developer has commenced in good faith to cure the default), the City may then give written notice to the Developer and any surety on the performance bond, issuer

of a letter of credit, or escrow agent that the City, as agent for the Developer, is proceeding with the task of installing the required Subdivision improvements in whole or in part.

7.8 Power of Attorney Granted. In accordance with subsection 17.21.100(F) of the Fruita Municipal Code, the Developer hereby designates and irrevocably appoints the Fruita City Manager, as its Attorney-In-Fact and agent for the purpose of completing all necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Mesa County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the City pursuant to all legal and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

7.9 Increase in Amount of Security. In accordance with subsection 17.21.100(G) of the Fruita Municipal Code, if a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the City reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

7.10 Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 7.1 above is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such required on-site and off-site Subdivision improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

7.11 Attorney's Fees. If any legal proceedings are commenced concerning the City's election to complete the required Subdivision improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of salaried attorney's time (including legal assistant's time).

SECTION 8 **INDEMNIFICATION AND INSURANCE**

8.1 Indemnification By Contractors. In accordance with Section 17.21.110 of the Fruita Municipal Code, any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the City or within other property owned by the City shall indemnify and hold harmless the City of Fruita, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within City rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or

is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, including legal assistant's fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

8.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the City or within any other property owned by the City, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1 of this Agreement and Section 17.21.110 of the Fruita Municipal Code. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 above or Section 17.21.110 of the Fruita Municipal Code by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

8.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the City or other property owned by the City shall procure and maintain, and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1 above and Section 17.21.110 of the Fruita Municipal Code. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

8.3.1 Workers Compensation Insurance to cover obligations imposed by applicable Colorado law for any employee engaged in the performance of work, and Employers' Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this paragraph.

8.3.2 General Liability Insurance with minimum combined single limits of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and

underground hazards. The policy shall contain a severability of interests provision.

8.3.3 Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate with respect to each of a contractor's owned, hired or non-owned vehicles assigned to or used in performance of services within the City's rights-of-way, easements and other property. The policy shall contain a severability of interests provision.

The policies required by subsections 8.3.2 and 8.3.3 above shall be endorsed to include the City of Fruita and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by subsection 8.3.2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the City, the Developer shall provide the City with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

8.4 Indemnification by Developer. In addition to the indemnification required in subsection 8.1 above and Section 17.21.110 of the Fruita Municipal Code, the Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding City officers, agents or employees, in connection with, or on account of the performance of work within the Subdivision and elsewhere by such parties, or their agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the City for any purpose.

8.5 Governmental Immunity. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et. seq.*, C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

SECTION 9

REIMBURSEMENT OF COSTS

9.1 **Review Costs and Fees.** In accordance with Section 17.01.110 of the Fruita Municipal Code, the Developer shall pay to the City all required review fees. In addition, pursuant to subsection 17.01.110(D) of the Fruita Municipal Code, the Developer shall be responsible for all extraordinary review costs. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each such charge so incurred by the City.

9.2 **Inspection Costs.** Pursuant to subsection 17.01.110(C) of the Fruita Municipal Code, prior to the approval and acceptance of the construction and installation of the required Subdivision improvements, the Developer shall pay to the City the inspection review fee for all inspections of such improvements made by or conducted at the direction of the City. In addition, the Developer shall be responsible for any extraordinary inspection costs.

SECTION 10

ENFORCEMENT

10.1 **Default; Notice; Termination.** In accordance with Section 17.21.120 of the Fruita Municipal Code, in the event of any default or breach by the Developer of an applicable covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing as set forth in subsection 7.7 of this Agreement and subsection 17.21.100(E) of the Fruita Municipal Code, this Agreement may be forthwith terminated, at the option of the City. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly adopted by the City Council. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

10.2 **Legal Action.** The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of salaried attorney's time (including legal assistant's time).

10.3 **Other Remedies Available to City.** In the event the Developer fails to construct the required Subdivision improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 7 of this Agreement, the City may exercise any of the remedies set forth in Section 7 of this Agreement or Section 17.21.100 of the Fruita Municipal Code. Alternatively, the City may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent developer or a lender who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the City also may suspend Subdivision Final Plat approval

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10.2 **Legal Action.** The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees (including legal assistant's fees) or the reasonable value of salaried attorney's time (including legal assistant's time).

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during which time the Developer will have no right to sell, transfer, or otherwise convey tracts or lots within the Subdivision without the express written approval of the City or until the improvements are completed and accepted by the City provided, however, such suspension shall not affect (a) the annexation of the Subdivision to the City; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 12.5 below. These remedies are cumulative in nature.

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 Waiver of Defects. In executing this Agreement, the Developer waives all rights they may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the City to impose conditions on the Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

12.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the City, and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

12.3 Complete Agreement. This Agreement together the subdivision improvements agreement recorded at Book 5735, at page 593 and with the Subdivision Final Plat contain all of the understandings, conditions and agreements between the City and the Developer relating to the Subdivision at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the City or the Developer, except for representations made by the Developer, or its agents, or the City Council, or City staff members at public hearings concerning approval of the Subdivision Final Plat, not in conflict with the express provisions of this Agreement.

12.4 Enabling Ordinances Required. To the extent required by law and by the terms of this Agreement, the obligations and covenants of the City are conditional upon the adoption by the City of appropriate enabling ordinances.

12.5 Attorneys Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

12.6 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

12.7 Amendments. This Agreement may be amended from time to time by written Agreement duly authorized by the parties to this Agreement.

12.8 Representations of City Officials. It is expressly understood that the City cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Fruita Municipal Code and ordinances, and that the Developer, when dealing with the City, acts at its own risk as to any representation or undertaking by the City or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this subsection shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

12.9 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the City of Fruita, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

12.10 Notices. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, addressed as follows:

If to City: 325 E. Aspen Ave.
 Fruita, Colorado 81521
 Attn: Community Development Department Director

If to Developer: _____

 Attn: _____

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

12.11 Time of the Essence. Time is of the essence of this Agreement.

12.12 Jurisdiction of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and

enforceability. Personal jurisdiction and venue for any civil action commenced by any of the parties to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Mesa County, Colorado. The Developer and issuer of any letter of credit or performance bond pursuant to this Agreement expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

12.13 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

12.14 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

12.15 Assignment of Rights; Release of Obligations. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from its liability under this Agreement.

12.16 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity or governmental immunity under any applicable State law.

12.17 Recordation of Agreement. The City shall record a copy of this Agreement in the office of the Clerk and Recorder of Mesa County, Colorado.

12.18 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF FRUITA, COLORADO, a home rule municipality acting by and through its City Council,

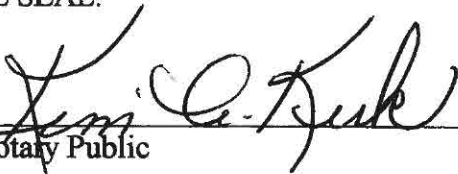
By: _____

COUNTY OF MESA)

Subscribed and sworn to before me this 30th day of October, 2015, by
John Davis and _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:



Notary Public

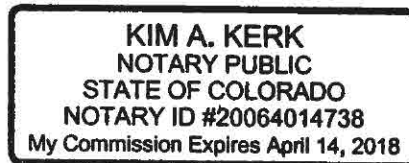


Exhibit "A"

Brandon Estates Filing III, Phase 2a

Covering the Land in the State of Colorado, County of Mesa Described as:

By Legal description, the property is described as Lots 1-7, Lots 14-21, Tract L and part of Tract M, of the Brandon Estates subdivision Filing 3 and Tract I of Brandon Estates Filing 1.

EXHIBIT B

IN RE: Brandon Estates, Filing III, Phase 2-a Deferred Items

LOCATION: North of K Rd and East of 18.5 Rd, Fruita, CO

The improvements identified below shall be constructed in accordance with all City requirements and specifications. Conformance with this provision shall be determined solely by the City of Fruita or its duly authorized agent. The improvements shall be constructed in accordance with the time schedules shown below.

Class of Improvements	Qty	Unit	Unit Cost	Total Cost	Compl. Date
Irrigation				\$11,000	MARCH 2016
Subtotal				\$11,000	
TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION				\$11,000	
Performance Bond, Escrow Account, or Letter of Credit (110% of Total)					
* Show costs of installing gas, electric, phone and cable television improvements or provide evidence to the City that performance guarantees have been given directly to the utility companies involved.					

The above improvements shall be constructed in accordance with all City requirements and specifications. Conformance with this provision shall be determined solely by the City of Fruita or its duly authorized agent. The improvements shall be constructed in accordance with the time schedules shown above.



AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR
FROM: MARGARET STEELMAN, CITY CLERK/FINANCE DIRECTOR
DATE: NOVEMBER 3, 2015
RE: 2016 BUDGET REVIEW – GENERAL FUND

BACKGROUND

Discussions of various aspects of the proposed 2016 Budget for the City of Fruita have been scheduled for City Council meetings and workshops up to the time of final adoption in December, 2015. An overview of General Fund revenues, expenses and fund balances is scheduled for the November 3, 2015 meeting.

FISCAL IMPACT

The Budget is the primary fiscal document for allocation of resources for the provision of services to the community for the upcoming 2016 fiscal year and, as a result, has a significant fiscal impact.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The Annual Budget provides the work program and fiscal plan for the City of Fruita for the 2016 fiscal year. Significant efforts have been made in preparation of the budget to provide the necessary financial resources to accomplish the goals and objectives of the City as they have been defined over time through input from the City Council and public.

OPTIONS AVAILABLE TO THE COUNCIL

This item is for informational purposes and to obtain feedback and comments on the proposed 2016 Budget. No action is required at this time.

Utility Billing

Summary Trial Balance by Account Number



User: jraine
 Printed: 10/30/2015 - 10:15 AM
 Batch: 00008-10-2015
 Billing Cycle: 001
 Show Dead Accounts: True

Customer Information	Customer Name	Beg Balance	Adj This Prd	Pmt This Prd	Other Billing	Current Bill	Balance Fwd	Status
005642-000	SHARON & TOM DAVIS	53.80	0.00	0.00	0.00	48.42	102.22	Final
009809-007	R&H INVESTMENTS LLC	0.00	0.00	0.00	0.00	31.43	31.43	Final
010033-000	BILL & JULIE HICKMAN	53.80	0.00	0.00	0.00	50.22	104.02	Final
011140-000	GARY STUART	230.20	0.00	271.33	41.13	0.00	0.00	Final
011625-000	DUSTIN LEESON	82.62	0.00	0.00	0.00	39.63	122.25	Final
012865-016	OEST LIVING TRUST	0.00	0.00	0.00	0.00	9.57	9.57	Final
013364-001	JEREMY THOMPSON	108.41	0.00	0.00	0.00	50.22	158.63	Final
015417-000	MATTHEW MENDROP	53.80	0.00	0.00	0.00	46.62	100.42	Final
015971-001	PHILIP & NANCY MOHLER	0.00	0.00	0.00	0.00	52.00	52.00	Final
016156-003	MFB REAL, LLC	25.10	0.00	25.10	0.00	32.28	32.28	Final
016206-004	WADE & PRISCILLA STUDDT	-52.15	0.00	0.00	0.00	39.63	-12.52	Final
016229-000	POLLY & THOMAS HILLEKE	76.30	0.00	0.00	0.00	41.24	117.54	Final
016266-002	MARY & MARSHAL BLAKE	0.00	0.00	0.00	0.00	0.00	0.00	Final
017098-000	JEFF SCHULTZ	53.80	0.00	0.00	0.00	53.80	107.60	Final
017343-000	BRITNI BERTOLUCCI	108.41	0.00	0.00	0.00	35.86	144.27	Final
017365-000	RONALD DRISCOLL JR	53.80	0.00	107.60	0.00	53.80	0.00	Final
017628-000	MOLLY MURPHY	66.60	-68.69	0.00	0.00	44.84	42.75	Final
017636-000	PROAG INVESTMENTS LLC	53.80	0.00	53.80	0.00	52.00	52.00	Final
Grand Totals		<u>968.29</u>	<u>-68.69</u>	<u>457.83</u>	<u>41.13</u>	<u>681.56</u>	<u>1,164.46</u>	