



FRUITA COLORADO

CITY COUNCIL REGULAR MEETING (DATE CHANGE)

Fruita Civic Center

Monday, June 17, 2024 at 7:00 PM

AGENDA

The link to join the join the meeting electronically will be posted prior to the meeting at <https://www.fruita.org/citycouncil/page/council-meeting-information>. You may also contact the City of Fruita at (970) 858-3663 for information to connect to the meeting.

This agenda is for informational purposes only and items may be added or deleted at the discretion of the City Council. An executive session may be requested for any item appearing on the agenda.

- 1. CALL TO ORDER AND ROLL CALL**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. AGENDA - ADOPT/AMEND**
- 4. PROCLAMATIONS AND PRESENTATIONS**
- 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 three-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. These items will be approved by a single motion of the Council. Members of the Council may 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. LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Brew Pub Liquor License – Malt, Vinous and Spirituous (City) for Copper Club Brewing Co. located at 153 N. Mulberry St.**
- B. LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Hotel and Restaurant Liquor License – Malt, Vinous and Spirituous (City) for Onnie & Zhong, Inc. dba Dragon Treasure located at 576 Kokopelli Blvd.**

- C. LIQUOR PERMIT RENEWAL – A request to approve the renewal of an Art Gallery (Liquor) Permit for Orbit Artspace located at 138 S. Park Square #102
- D. BOARDS AND COMMISSIONS REAPPOINTMENT – A request to approve the reappointment of Mary Midgett to the Board of Adjustment for another three-year term to expire in June of 2027
- E. BOARDS AND COMMISSIONS REAPPOINTMENT – A request to approve the reappointment of R. Bruce Bonar to the Board of Adjustment for another three-year term to expire in June of 2027
- F. LETTER OF SUPPORT – A Request to Authorize the Mayor to Sign a Letter of Support for a River Corridor Master Planning Process.
- G. RESOLUTION 2024-18 – Approving A Three-Year Agreement with Xpress Bill Pay for Processing Online Utility Payments and Paperless Utility Billing and Authorizing the City Manager to Execute the Agreement.
- H. RESOLUTION 2024-19, A Resolution of the Fruita City Council approving the final release of the Subdivision Improvements Agreement and Development Improvements Agreement for Filing 1 of the Iron Wheel Subdivision.
- I. RESOLUTION 2024-20 – A Resolution Authorizing the City Manager To Sign An Amendment To The Memorandum Of Understanding With 2 Forks Ventures, Inc To Extend The One-Year Exclusive Right To Negotiate A Public-Private Partnership Agreement To Develop Certain City-Owned Property

7. ACKNOWLEDGEMENT OF NEWLY REAPPOINTED BOARDS AND COMMISSIONS MEMBERS

8. PUBLIC HEARINGS

Public hearings are held to obtain input from the public on various items. Public hearings are either Legislative in nature or Quasi-Judicial in nature. Public Input is limited to 3 minutes per person. 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. Each is described as follows:

LEGISLATIVE – Legislative public hearings are held when the City Council is considering an item that establishes legislation such as an ordinance amending or establishing laws of the city. Interactions by members of the public with the City Council or individual members is permissible on items of a legislative nature.

ORDINANCES - After introduction of an Ordinance (First Reading), a public hearing date is set and notice of the hearing is published in the newspaper. Staff presents the ordinance on Second Reading and the hearing is opened to the public for public input. After comments from the public, the Mayor will close the hearing and bring the Ordinance back to the City Council for discussion and potential action. The Council will make a motion to approve the Ordinance or take no action. In the event the ordinance is approved, it will become effective 30 days after adoption.

QUASI-JUDICIAL – Quasi-judicial public hearings are held when the City Council is acting in a judicial or judge like manner and a person with a legitimate interest is entitled to an impartial decision made on the basis of information presented and laws in effect. Quasi-judicial hearings are commonly held for land use hearings and liquor license hearings. Since the City Council is acting in a fair and impartial manner, it is NOT permissible for City Council members to have any ex-parte communication (contact between the applicant, members of the public, or among other members of the City Council) outside of the Public Hearings and meetings on the subject application. The City Council must limit its

consideration to matters which are placed into evidence and are part of the public record. *Quasi-judicial hearings are held in the following manner:*

1. Staff presentation - Staff will present the comments and reports received from review agencies and offer a recommendation.
2. Applicant Presentation - 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.
3. Public Input (limit of 3 minutes per person) Speakers must 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. The public hearing is closed to public comments.
5. 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.
6. Make a motion. A member of the City Council will make a motion on the issue.
7. Discussion on the motion. The City Council may discuss the motion.
8. Vote. The City Council will then vote on the motion.

A. QUASI-JUDICIAL HEARINGS

- 1) SPECIAL EVENT LIQUOR PERMIT APPLICATION – A request to approve an application from the Museums of Western Colorado to provide alcoholic beverages at the “Dinos on the Rocks” fundraiser event on Saturday, August 3, 2024 from 5:30 – 10:00 p.m. at Dinosaur Journey located at 550 Jurassic Court – *Deputy City Clerk Deb Woods*

B. LEGISLATIVE HEARINGS

9. ADMINISTRATIVE AGENDA

10. OPEN FRUITA HOUSING AUTHORITY MEETING

A. AUTHORITY REPORTS AND ACTIONS

- 1) EXECUTIVE SESSION – A request to convene in Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e) with regard to requests by TWG Development for Housing Authority support with regard to applications to the Colorado Housing and Finance Authority for the Geode Flats project and receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding the same

11. RETURN TO OPEN HOUSING AUTHORITY MEETING FOR POTENTIAL ACTION

A. HOUSING AUTHORITY POTENTIAL ACTION

- B. EXECUTIVE SESSION – A request to convene in Executive Session for the purpose of receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding proposals for affordable housing projects proposed by IndiBuild, Headwaters Housing Partners and for general legal advice regarding partnerships with the Housing Authority

12. RETURN TO OPEN HOUSING AUTHORITY MEETING TO ADJOURN

13. RETURN TO CITY COUNCIL MEETING

14. CITY MANAGER'S REPORT

15. COUNCIL REPORTS AND ACTIONS

A. Council Reports and Actions

B. EXECUTIVE SESSION – To convene in Executive Session to discuss the consideration of possible purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and a conference with the City Attorney regarding the same pursuant to C.R.S. Section 24-6-402(4)(b)

16. ADJOURN

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact the City Clerk's Office at 970-858-3663 within 48 hours prior to the meeting in order to request such assistance.



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK

DATE: JUNE 17, 2024

AGENDA TEXT: LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Brew Pub Liquor License – Malt, Vinous and Spirituous (City) for Copper Club Brewing Co. located at 153 N. Mulberry St.

BACKGROUND

The Brew Pub Liquor License for Copper Club Brewing Co. located at 153 N. Mulberry St. is up for renewal. Their current license expires on **September 7, 2024.**

The Fruita Police Department provided the City Clerk’s Office with the following incident reports of calls for service that occurred over the last year at 153 N. Mulberry Street:

WELFARE	Welfare check – check on the condition of a person	1
CODE 5	Someone possibly experiencing a mental crisis	1
REDDI	Report of intoxicated person driving or getting ready to drive (Report Every Drunk Driver Immediately)	1
SUSP	Suspicious person or incident	1

Lieutenant Nick Peck advised that it would be good for the City Council to be aware of the number of calls for service on the applicant’s property but noted that there is nothing that would hinder the renewal of the liquor license.

The City Clerk’s office has seven (7) current Alcohol Server Responsibility Certificates on file for the owners and employees of the Copper Club Brewing Co. who attended a training session hosted by the City in August of 2023. Staff will schedule another Server Responsibility session with the trainer either in the fall of 2024 or spring of 2025 for all interested liquor license owners, managers and staff. Staff will notify all liquor licensees in Fruita once either of the trainings have been scheduled.

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 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

1. Renew the Brew Pub (City) Liquor License for Copper Club Brewing Co. in Fruita.
2. 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 BREW PUB LIQUOR LICENSE FOR COPPER CLUB BREWING CO. LOCATED AT 153 N. MULBERRY ST.**

DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

**COPPER CLUB BREWING
 CO
 PO BOX 478
 Fruita CO 81521**

Section 6, Item A.

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	875.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 886.00

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.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

MOONLIGHT DRIVE LLC

Doing Business As Name (DBA)

COPPER CLUB BREWING CO

Liquor License Number

03-17016

License Type

Brew Pub (city)

Sales Tax License Number

45-3681310

Expiration Date

09/07/2024

Due Date

07/24/2024

Business Address

Street Address

153 NORTH MULBERRY STREET

Phone Number

9708588318

City, State, ZIP Code

Fruita CO 81521

Mailing Address

Street Address

PO BOX 478

City, State, ZIP Code

Fruita CO 81521

Email

copperclubbrew@gmail.com

Operating Manager

Daniel Collins

Date of Birth

5-22-65

Section 6, Item A.

Home Address

Street Address		Phone Number
1154 18 Rd		970-640-4661
City	State	ZIP Code
Fruita	CO	81521

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

4. Since the date of filing of the last 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)?..... Yes No

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.

Section 6, Item A.

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

Yes No

If yes, attach a detailed explanation.

2. Since the date of filing of the last 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?.....

Yes No

If yes, attach a detailed explanation.

3. 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?.....

Yes No

If yes, attach a detailed explanation.

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

Daniel Collins

Title

owner

Signature

Daniel Collins

Date (MM/DD/YY)

05/15/24

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Section 6, Item A.

Tax Check Authorization, Waiver, and Request to Release Information

I, Daniel Collins

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Moonlight Drive LLC dba Copper Club Brewing Company

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Section 6, Item A.

Name (Individual/Business)

Moonlight Drive LLC dba Copper Club Brewing Company

Social Security Number/Tax Identification Number

45-3681310

Home Phone Number

970-640-4661

Business/Work Phone Number

970-858-8318

Street Address

153 N Mulberry St.

City

Fruita

State

CO

ZIP Code

81521

Printed name of person signing on behalf of the Applicant/Licensee

Daniel Collins

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Daniel Collins

6/5/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

**CITY OF FRUITA
MEMORANDUM**

TO:	FRUITA POLICE DEPARTMENT
FROM:	DEBRA WOODS, DEPUTY CITY CLERK
DATE:	JUNE 10, 2024
RE:	BREW PUB LIQUOR LICENSE RENEWAL

License Information

Licensee:	Copper Club Brewing Co.
Location:	153 N. Mulberry St.
Type of License:	Brew Pub
Expiration Date of Current License:	September 7, 2024
City Council Hearing Date :	June 17, 2024
DUE DATE FOR POLICE REPORT:	June 14, 2024

Tips certificates on File

Employee:	Expiration Date:
Megan Silvertooth	August 29, 2025
Jeff Trejbal	August 29, 2025
Sam Fige	August 29, 2025
Jason Mattingly	August 29, 2025
Daniel Collins	August 29, 2025
Michele Collins	August 29, 2025
Calynn Martinez	August 29, 2025

Report of Fruita Police Department

A)	Have there been any reported violation(s) of the Liquor or Beer Code in the last year?	Yes	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	No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	No

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

Signature: Paula Rajewich Date 6-11-24

Fax: 858-0210

E-Mail: dwoods@fruita.org



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK

DATE: JUNE 17, 2024

AGENDA TEXT: LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Hotel and Restaurant Liquor License – Malt, Vinous and Spirituous (City) for Onnie & Zhong, Inc. dba Dragon Treasure located at 576 Kokopelli Blvd.

BACKGROUND

The Hotel and Restaurant Liquor License for Dragon Treasure located at 576 Kokopelli Blvd. is up for renewal. Their current license expires on **August 21, 2024.**

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 Server Responsibility Certificates certificates on file for employees of Dragon Treasure; however, Staff will notify all liquor licensees in Fruita once the next trainings have been scheduled.

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 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

1. Renew the Hotel and Restaurant (City) Liquor License for Dragon Treasure in Fruita.
2. 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 DRAGON TREASURE LOCATED AT 576 KOKOPELLI BLVD.**

DR 8400 (02/18/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

DRAGON TREASURE
576 KOKOPELLI BLVD
Fruita CO 81521

Section 6, Item B.

Fees Due	
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625.00

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.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check
 Paid Online

Uploaded to MoveIt on Date

Licensee Name

ONNIE & ZHONG INC

Doing Business As Name (DBA)

DRAGON TREASURE

Liquor License Number

03-08533

License Type

Hotel & Restaurant (city)

Sales Tax License Number

04125649

Expiration Date

08/21/2024

Due Date

07/07/2024

Business Address

Street Address

576 KOKOPELLI BOULEVARD

Phone Number

9708588655

City, State, ZIP Code

Fruita CO 81521

Mailing Address

Street Address

576 KOKOPELLI BLVD

City, State, ZIP Code

Fruita CO 81521

Email

Jerry Zhu 0819@gmail.com

Operating Manager

Jiang Zhu

Date of Birth

08/19/1986

Home Address

Section 6, Item B.

Street Address		Phone Number
1094 Red Sky rd		858-397-8221
City	State	ZIP Code
Fruita	CO	81521

1. Do you have legal possession of the premises at the street address? Yes No
- Are the premises owned or rented? Owned Rented*
- *If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? Yes No
- If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit? Yes No
- (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)
- If selecting 'Yes', an additional \$11.00 is required to renew the permit.
- If so, which are you renewing? Delivery Takeout Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

4. Since the date of filing of the last 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)? Yes No
- 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.

Operating Manager

Date of Birth

[Empty box for Operating Manager name]

[Empty box for Date of Birth]

Home Address

Street Address

1094 Red Sky Rd.

Phone Number

(970) 858-8655

City

Fruita

State

CO

ZIP Code

81521

1. Do you have legal possession of the premises at the street address?..... Yes No

Are the premises owned or rented? Owned Rented*

*If rented, expiration date of lease [Empty box]

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... Yes No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... Yes No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... Delivery Takeout Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... Yes No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... Yes No

5. Since the date of filing of the last 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)?..... Yes No

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.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... Yes No
If yes, attach a detailed explanation.

7. Since the date of filing of the last 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?..... Yes No
If yes, attach a detailed explanation.

8. 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?..... Yes No
If yes, attach a detailed explanation.

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

Jiang ("Jerry") Zhu/Onnie & Zhong, Inc. dba Dragon Treasure

Title

Owner

Signature



Date (MM/DD/YY)

06/07/24

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 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

The City of Fruita

Title

Matthew Breman/Mayor

Attest

Signature

Date (MM/DD/YY)

Name (Individual/Business)

Onnie & Zhong, Inc. dba Dragon Treasure

Social Security Number/Tax Identification Number

04125649

Home Phone Number

(970) 858-8655

Business/Work Phone Number

(858) 397-8221

Street Address

576 Kokopelli Blvd.

City

Fruita

State

CO

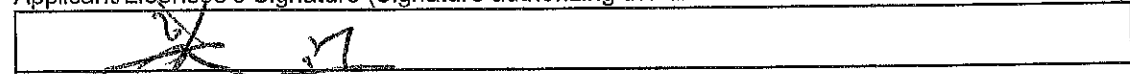
ZIP Code

81521

Printed name of person signing on behalf of the Applicant/Licensee

Jiang ("Jerry") Zhu

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)



Date Signed

6/4/24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Jiang ("Jerry") Zhu

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Onnie & Zhong, Inc. dba Dragon Treasure

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

**CITY OF FRUITA
MEMORANDUM**

TO:	FRUITA POLICE DEPARTMENT
FROM:	DEBRA WOODS, DEPUTY CITY CLERK
DATE:	JULY 5, 2023
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:	August 21, 2024
City Council Hearing Date:	June 17, 2024
DUE DATE FOR POLICE REPORT:	June 14, 2024

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	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	No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	No

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

Signed: Paula Rajewich _____

Date: 06-11-24 _____



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: MAYOR AND CITY COUNCIL

FROM: DEB WOODS, DEPUTY CITY CLERK

DATE: JUNE 17, 2024

AGENDA TEXT: LIQUOR PERMIT RENEWAL – A request to approve the renewal of an Art Gallery (Liquor) Permit for Orbit Artspace located at 138 S. Park Square #102

BACKGROUND

The Art Gallery Permit for Orbit Artspace located at 138 S. Park Square #102 is up for renewal. Their current license expires on **September 28, 2024**.

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 TIPS certificates on file for employees of Orbit Artspace.

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 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/service of beer and alcoholic beverages.

OPTIONS AVAILABLE TO THE COUNCIL

- Renew the Art Gallery Permit for Orbit Artspace located at 138 S. Park Square #102.
- 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 ART GALLERY PERMIT FOR ORBIT ARTSPACE LOCATED AT 138 S. PARK SQUARE #102**

Retail Establishment Permit Initial Application and Renewal

This application applies to retail establishments and art galleries.

Initial Application Renewal

State Fee: \$93.25 Local License Fee: \$3.75

Name of Local Licensing Authority:

Local Application Fee: \$ (please contact the local licensing authority within the jurisdiction in which the retail establishment is located to determine their local application fee amount).

Note – Due to the 15-day notice requirements, please file this application simultaneously with your local and state licensing authorities for necessary review.

Section A – Applicant Information

Trade Name of Establishment (DBA)		State Sales Tax Number of Applicant	
GARRETT A DAY		N/A	
Trade Name of Establishment (DBA)		Permit Number (if Renewal)	
ORBIT ARTSPACE		03-17800	
Street Address		Phone Number	
138 SOUTH PARK SQUARE #102		7072351055	
City	County	State	ZIP Code
Fruita	Mesa	Mesa	81521
Mailing Address			
715 WILLOW CREEK ROAD			
City or Town		State	ZIP Code
Grand Junction		CO	81505
Email Address			
GDWINE@GMAIL.COM			

Check the option that applies.

- Art Gallery:** is a retail establishment that has the primary purpose of exhibiting and offering for sale works of fine art or precious or semiprecious metals or stones.
- Retail Establishment:** is an establishment that has the primary purpose of selling goods or services to the public and that: (I) conducts business at a physical building in Colorado; and (II) derives less than fifty percent (50%) of the establishment's gross sales of goods and services from the sale of food.

Section B – Art Gallery

Note – Only fill out this section if you qualified as an Art Gallery in the bottom question on page 1.

Please indicate that the primary purpose of the art gallery is to exhibit or offer for sale:

- Works of fine arts as defined in section 6-15-101; or
- Precious or semiprecious metals or stones as defined in section 18-16-102; or
- Both of the above.

Does the applicant sell alcohol beverages by the drink?..... Yes No

Will the applicant abide by the serving size limitations as listed in 44-3-424(1)(b) (IV)-(VII), C.R.S.? Yes No

Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for complimentary beverages for consumption on the premises? Yes No

Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?..... Yes No

Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? Yes No

Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? Yes No

Section C – Retail Establishment

Note – Only fill out this section if you qualified as a Retail Establishment in the bottom question on page 1.

Does the applicant have more than 25 employees at the proposed location? Yes No

Does the applicant have retail sales that exceed five million dollars per calendar year at the proposed location? Yes No

Does the applicant sell firearms, motor vehicles, marijuana, gasoline, or diesel fuel?..... Yes No

Does the applicant educate students from kindergarten to twelfth grade or provide childcare? Yes No

Is the applicant a convenience store? Yes No

Does the applicant sell alcohol beverages by the drink? Yes No

Will the applicant abide by the serving size limitations as listed in 44-3-424(1) (b)(IV)-(VII), C.R.S.? Yes No

Will the applicant charge an entrance fee or cover charge, or require a donation in exchange for the complimentary beverages for consumption on the premises? Yes No

Section C – Retail Establishment (continued)

Will the applicant be allowing more than 250 people on the premises at one time when alcohol beverages are being served?..... Yes No

Will the applicant serve alcohol beverages for more than 4 hours in any twenty-four (24) hour period, and no more than 24 days per year? Yes No

Will the applicant serve or distribute alcohol beverages between the hours of 2 a.m. and 7 a.m.? Yes No

Section D – Checklist And Event Details

Note – This section applies to **both** Art Gallery and Retail Establishment permit applicants

- Attach a copy of a deed or lease in the exact name of the applicant reflecting possession of the premises for at least one year after the date of the application.
- Attach a diagram of the premises that reflects the area within the premises where alcohol beverages will be stored, served, possessed, and consumed.

Does the applicant hold or have interest in any liquor license(s)? Yes No

Retail establishment permittees are permitted to have an interest in the following, as listed in C.R.S. §44-3-424(6)(b):

- Beer & Wine
- Hotel & Restaurant
- Tavern
- Brew Pub
- Club
- Arts License
- Racetrack
- Public Transportation System
- Optional Premises
- Retail Gaming Tavern
- Vintner’s Restaurant
- Distillery Pub
- Lodging and Entertainment
- Bed and Breakfast Permit
- Fermented Malt Beverage and Wine Retailer
- Fermented Malt Beverage (On)
- Fermented Malt Beverage (On/Off)
- Other retail establishments holding a Retail Establishment Permit
- A financial institution as defined by 44-3-308(4)

If Yes, provide the license number and license type of any liquor license(s) held by the applicant. (Please attach a separate sheet to this application if additional space is needed.)

License Number N/A	License Type
License Number N/A	License Type
License Number N/A	License Type
License Number	License Type

Section D – Checklist And Event Details (continued)

Please list all dates of service for the proposed permit year below:

(Please attach a separate sheet to this application if additional space is needed.)

Date 10-4-24	Date 11-1-24
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 12-6-24	Date 12-14-24
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 2-7-25	Date 3-7-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 4-4-25	Date 5-2-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 6-6-25	Date 7-4-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 8-1-25	Date 9-5-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 10-3-25	Date 11-7-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM
Date 12-5-25	Date 12-13-25
From: 5 PM To: 9 PM	From: 5 PM To: 9 PM

Oath Of Applicant

Section 6, Item C.

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Title
OWNER ORBIT ARTSPACE / GARRETT A. DAY

Signature
[Handwritten Signature] Date (MM/DD/YY)
6-10-24

Report And Approval of Local Licensing Authority (City/County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended.

Therefore, this application is approved.

Local Licensing Authority (City or County) Date filed With Local Authority
The City of Fruita 6/11/24

Title
Matthew Brennan, Mayor

Signature Date (MM/DD/YY)

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

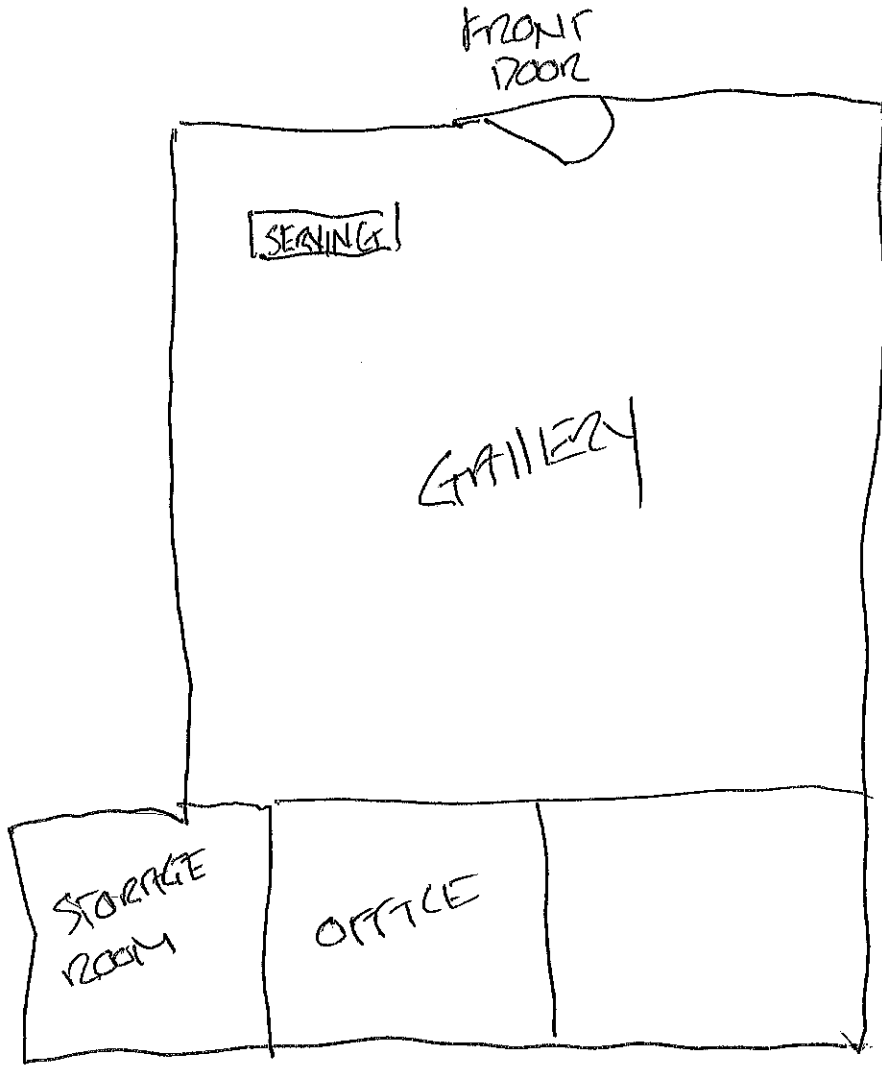
Title

Signature Date (MM/DD/YY)

Do Not Write in this Space – For Department of Revenue use only

Total

ORBIT ARTSPACE
138 SOUTH PARK SQ #102



LEASE AGREEMENT

As of this date, April 29, 2015, EFI Development, LLC hereinafter referred to as "Landlord" and Laurel H. Day, Danny Peterson referred to as "Tenant", with his address at see p 7. do hereby enter into this Lease Agreement as follows:

1. PREMISES.

In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord certain commercial space in the building commonly known as The Bank Building (hereinafter referred to as the "Building"), located at 138 S. Park Square, Fruita, Colorado 81521, and specifically the portion of the building known as Suite. No. 102, as shown on Attachment A.

2. TERM.

The term of this Lease shall be for a period of ^{twenty} ~~four~~ (24) consecutive lease months commencing on ~~July 1, 2022~~, and expiring at 6:00 o'clock PM, on June 30, 2026, unless modified as provided herein.

3. RENT.

Upon execution of this Lease, Tenant agrees to pay Landlord a Security deposit of \$3,150. The rental payments shall commence and shall be made on a monthly base rent, without any offset or deduction, for the term of this lease. The rent is payable in equal monthly payments due on the first (1st) day of each calendar month, without prior notice or demand, for the term of this lease. All rental payments are to be payable to EFI Development, LLC, at 2274 I Road, Grand Junction, CO 81505, unless Landlord provides another address specifically in writing to Tenant.

Rental Schedule.

<u>Rental Period:</u>	<u>Monthly Rent Amount</u>
Prior to delivery of key Tenant shall deliver to Landlord the First Month rent and security deposit = \$3,300	
August 1 - June 1, 2023	\$3,150/mo on or before 1 st day of the month
July 1, 2023 - June 1, 2024	\$3,245 /mo on or before 1st day of the month

A \$50.00 charge will be paid to the Landlord for each non-sufficient funds check issued by Tenant to Landlord.

Penalty for Late Payment of Rent. If the Tenant fails to pay rent, additional rent, or other sums required to be paid hereunder, within ten (10) days of when due and payable, such unpaid amounts shall be subject to a 5% penalty fee, as additional rent. Interest for late payments shall bear interest at the rate of 1% per month.

Security Deposit. Tenant shall make a \$1,500 security deposit held by Landlord under the provisions of this Lease Agreement. Tenant shall not earn or be entitled to any Interest on

to the commencement of this Lease, at Landlord's option, fair wear and tear excepted.

27. RENEWAL OPTIONS.

Provided that Tenant is not in default of this Lease, Tenant is hereby granted one (1) option to renew the Lease for one (1) additional period of two (2) years. Rental payments shall be fixed at the current Rent plus 5% per annum. The Extended term shall be on the same terms and conditions as provided in the Lease. This option shall be exercised by giving written notice to Landlord not less than sixty (45) days prior to the Lease expiration date.

28. HAZARDOUS WASTE.

Hazardous Materials: Landlord, to the best of Landlord's knowledge, will deliver the Premises to Tenant free of hazardous Materials. Tenant agrees that (s)he shall not use the Building during the term of this Lease Agreement, or any extensions thereof, for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting of Hazardous Waste Materials, as defined below, in contravention of any Hazardous Waste Law. "Hazardous Material", as defined below, shall include but not be limited to substances defined as "hazardous substances", "hazardous material", or "toxic substances", in the Comprehensive Environmental Responses, Compensation and Liability Act of 1980, and/or any amendments thereto and/or any state laws or local regulations.

29. DISPUTE RESOLUTION.

If a dispute or conflict cannot be resolved between the Landlord and Tenant, the dispute may be submitted for arbitration upon mutual consent of the parties, or shall be submitted for resolution to Mesa County Court. The prevailing party shall be entitled to recover all costs of resolving the dispute including attorneys fees, and other costs of collection, including interest at the rate of 12% per annum.

EACH EXECUTING PARTY of this Lease Agreement individually and personally represents and warrants that (s)he is duly authorized to execute and deliver the same on behalf of the entity for which (s)he is signing whether it be a corporation, general or limited partnership, limited liability company or otherwise and that this Lease Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereunto have executed this Lease Agreement or, as the case may be, have caused their officers, partners or agents thereunto duly authorized to execute this Lease Agreement, as of the 17th day,

of June 2022. Both signatories are signing collectively and individually with respect to this lease and the guarantee of performance.

LANDLORD:
EFI Development, LLC

By: Clark Atkinson
Clark Atkinson, Manager

TENANT

By: Danny Rosen and Garrett A. Day
Danny Rosen 970-858-3636.
I personally guarantee performance under the terms of this Lease

**CITY OF FRUITA
LIQUOR LICENSE RENEWAL MEMORANDUM**

TO:	FRUITA POLICE DEPARTMENT		
FROM:	DEBRA WOODS, DEPUTY CITY CLERK		
DATE:	JUNE 11, 2024		
RE:	ORBIT ARTSPACE – ART GALLERY LIQUOR PERMIT RENEWAL		
License Information			
Licensee:	Orbit Artspace		
Location:	138 S. Park Square, #102		
Type of License:	Art Gallery Permit		
Expiration Date of Current License:	September 28, 2024		
City Council Hearing Date :	June 17, 2024		
DUE DATE FOR POLICE REPORT:	June 14, 2024		
Tips certificates on File			
Employee:	Date:		
(None on file)			
Report of Fruita Police Department			
A)	Have there been any reported violation(s) of the Liquor or Beer Code in the last year?	Yes	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	No
C)	Are there other concerns that need to be brought to the attention of the City Council?	Yes	No
Please attach documentation to support the above noted violation(s), incidents or comments.			
Signature: Paula Rajewich			Date: 6-11-24



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL

FROM: DEPUTY CITY CLERK DEBRA WOODS FOR MAYOR KINCAID

DATE: JUNE 17, 2024

AGENDA TEXT: BOARDS AND COMMISSIONS REAPPOINTMENT – A request to approve the reappointment of Mary Midgett to the Board of Adjustment for another three-year term to expire in June of 2027

BACKGROUND

Board of Adjustment member Mary Midgett’s term expired in May of 2024, thus creating a vacancy. The vacancy has been advertised on the City’s website at fruita.org and on Facebook beginning on January 5, 2024 through the present.

On April 15, 2024, Mary Midgett submitted her application for reappointment to the board. No additional applications were received by staff for her vacant seat.

Council Liaison to the Board of Adjustment Mayor Matthew Breman and Mayor Pro Tem Aaron Hancey interviewed Mary Midgett on May 21, 2024 and subsequently recommend her reappointment to the Board of Adjustment for another three-year term to expire in May of 2027. If Ms. Midgett is reappointed, there will be no *regular member* vacancies on the Board of Adjustment, but there will still be two *alternate* member vacancies that have been advertised since January 5, 2023 through the present. Staff will continue to advertise those vacancies and will notify Mayor Breman of any applications received by staff to fill the vacant seats.

The provision in the City’s Boards and Commissions Policy (adopted on August 4, 2020) concerning the limit of two consecutive three-year terms does not apply to the Board of Adjustment, so Ms. Midgett will be eligible to reapply for reappointment at the end of this term if she desires.

FISCAL IMPACT

N/A

APPLICABILITY TO CITY GOALS AND OBJECTIVES

Boards and Commissions provide valuable input to the City and help establish goals and objectives. They provide a link between citizens of Fruita and city government.

OPTIONS AVAILABLE TO THE COUNCIL

1. Reappoint Mary Midgett to the Board of Adjustment for another three-year term to expire in May of 2027
2. Instruct staff to publish a notice of vacancy and repeat the interview process.

RECOMMENDATION

It is the recommendation of Mayor Breman and Mayor Pro Tem Hancey that the City Council by motion:

- **APPROVE THE REAPPOINTMENT OF MARY MIDGETT TO THE BOARD OF ADJUSTMENT FOR ANOTHER THREE-TERM TO EXPIRE IN MAY OF 2027**



**CITY OF FRUITA
BOARDS AND COMMISSIONS
MEMBERSHIP APPLICATION**

BOARD OR COMMISSION: Board of Adjustments, Downtown Advisory Board, Police Commission

NAME: Mary G. Midgett

MAILING ADDRESS: 857 Saint Peppin Drive
Fruita, CO 81521

	City	State	Zip
RESIDENCE ADDRESS:	<u>Same as above</u>		

PHONE NUMBER: (870) 413-9923 N/A

Home Work

E-MAIL ADDRESS: mmidgett43@gmail.com

How long have you been a resident of Fruita? 2 years in June 2021

Occupation/Employer: Retired

List any volunteer and/or work experience:

See attached resume. I served in the Pine Bluff, AR Chamber of Commerce Board working with new business owners, downtown restoration, crime. Prior to that, I served as an advisory to the New Orleans Bar Association Disciplinary Board, as its administrator.

Are you presently serving on a board or commission? If so, which one(s)?

No, I volunteer through my church monthly to do Stone Soup where we feed the homeless in Whitman Park in Grand Junction

Why do you want to be a member of this board or commission?

I am retired and have a 25+ year work history so I believe I may be able to contribute to the City of Fruita.

List any abilities, skills, or interests which are applicable to the board or commission for which you are applying.

I am familiar with taking minutes, working within Zoom, I am fairly proficient in word, excel and power point.

**City of Fruita
Boards and Commissions Application
Page 2**

Are you committed to attending meetings? Yes No
Are you committed to serving an entire term? Yes No

Please specify any activities which might create serious conflict of interest if you should be appointed to a particular board or commission. (If unsure, please call the City Manager's office at 858-3663)

List any licenses, certificates or other specialized training applicable to the board or commission for which you are applying.

I carried a Q Security clearance for several years

Additional information or references you believe may be helpful in considering your application.

I am an outsider, having spent the past 22 years in AR and before that NJ GA,LA, TX and CO (time since 1981) I believe my view points and abilities to bring an new look into the city might be helpfu. I can provide references if you wish.

Signature Mary B Midgett Date 05/15/2024

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying. Frequent non-attendance may result in termination of the appointment.

ATTACHMENTS TO APPLICATION MUST BE LIMITED TO TWO PAGES

Please feel free to submit a resume along with this application. Application and any attachments should be returned to the Fruita City Council c/o the City Clerk, 325 E. Aspen, Fruita, CO 81521. Although we have indicated the best time to apply for a particular board, we accept applications for any of the boards year-round. Thank you.

M. G. MIDGETT

857 Saint Peppin Drive
Fruita, CO 81521

Home (870) 540-0891
Cell: (870) 413-9923

SUMMARY OF QUALIFICATIONS

Twenty-five years professional writing and editing experience. Developed and/or implemented numerous internal policies and procedures. Demonstrated accomplishments in writing and preparing complex, multi-faceted, diverse participant proposals as well as all levels of project documents. Sound abilities to effectively communicate, both orally and in writing with all levels of staff and Subject Matter Experts. Proficient in personal computer applications.

EDUCATION

Bachelors of Science, Kansas State University (magna cum laude)
Graduate Studies, Kansas State University/University of Texas/University of Houston

WORK EXPERIENCE

08/2008 – 08/2009

Dollarway High School

Pine Bluff, AR

- ***Tenth Grade English and Honors English***

12/1998 – 06/2006

Washington Group, Intl. (formerly Raytheon Demilitarization Co)

Pine Bluff, AR

- ***Assistant Contract Manager*** responsible for preparing contractual correspondence to the government; Ghost write most correspondence originating from Project General Manager, Project Controls Manager and Contract Manager as well as other departments. Provided all procedure reviews for department and wrote all departmental procedures.
- ***Manager, Engineering Administration*** responsible for supervising the group assigned to prepare the initial systemization procedures wrote and edited numerous plans, procedures, site monthly report data, staffing plans, salary plans, resource allocation plans and resources.
- ***Senior Subcontracts Administrator*** responsible for writing all Procurement / Supply Chain Policies and Procedures.

6/1998 – 12/1998

Raytheon Engineers & Constructors

Princeton, NJ

Senior Contracts Administrator, Nuclear, responsible for writing primary draft analyses of contract terms and conditions, and negotiation guidelines.

4/1997 – 11/1998

Burns & Roe Enterprises, Inc.

Aiken, SC / Oradell, NJ

Senior Technical Writer/Editor worked with Proposal/Marketing Group providing writing/editing expertise in preparing all aspects of Technical Proposals. Skilled in preparing 255/254s, researching, designing and writing key personnel resumes, relevant project experience summaries and other pertinent proposal sections.

11/1992 – 3/1997

EBASCO Services/Raytheon Engineering & Construction

Augusta, GA/Savannah River Site

Technical Publications Manager responsible for preparing intricate, multi-faceted proposals and project deliverables including Conceptual Design Reports, System Design Descriptions, Project Procedures and Technical Specifications as well as publishing project newsletters and bulletins, drafted compliance matrices. Worked to ensure presentations were consistent, integrated in style, explicit in thought process and in conformance with technical document standards. For *Corporate Security writing/editing scope included preparing corporate level procedures, guides, emergency preparedness plans and other similar level security documents for company offices throughout the world. Provided seconded services in Technical Editing field. Was selected as a Corporate Team Member to prepare the single largest, most detailed proposal in the company's history. Major responsibilities included coordinating and preparing data calls, key personnel resumes and compiling and writing the diversity section of the proposal*

CLEARANCES

DoD National Agency Check (Secret) – Inactive

VOLUNTEER ACTIVITIES



FRUITA

COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL

FROM: DEPUTY CITY CLERK DEBRA WOODS FOR MAYOR KINCAID

DATE: JUNE 17, 2024

AGENDA TEXT: BOARDS AND COMMISSIONS REAPPOINTMENT – A request to approve the reappointment of R. Bruce Bonar to the Board of Adjustment for another three-year term to expire in June of 2027

BACKGROUND

Board of Adjustment member Bruce Bonar’s term expired in May of 2024, thus creating a vacancy. The vacancy has been advertised on the City’s website at fruita.org and on Facebook beginning on January 5, 2024 through the present.

On April 10, 2024, Bruce submitted his application for reappointment to the board. No additional applications were received by staff for her vacant seat.

Council Liaison to the Board of Adjustment Mayor Matthew Breman and Mayor Pro Tem Aaron Hancey interviewed Mr. Bonar on May 21, 2024 and subsequently recommend his reappointment to the Board of Adjustment for another three-year term to expire in May of 2027. If Mr. Bonar is reappointed, there will be no *regular member* vacancies on the Board of Adjustment, but there will still be two *alternate* member vacancies that have been advertised since January 5, 2023 through the present. Staff will continue to advertise those vacancies and will notify Mayor Breman of any applications received by staff to fill the vacant seats.

The provision in the City’s Boards and Commissions Policy (adopted on August 4, 2020) concerning the limit of two consecutive three-year terms does not apply to the Board of Adjustment, so Mr. Bonar will be eligible to reapply for reappointment at the end of this term if he desires.

FISCAL IMPACT

N/A

APPLICABILITY TO CITY GOALS AND OBJECTIVES

Boards and Commissions provide valuable input to the City and help establish goals and objectives. They provide a link between citizens of Fruita and city government.

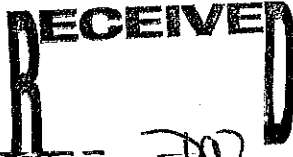
OPTIONS AVAILABLE TO THE COUNCIL

1. Reappoint Bruce Bonar to the Board of Adjustment for another three-year term to expire in May of 2027
2. Instruct staff to publish a notice of vacancy and repeat the interview process.

RECOMMENDATION

It is the recommendation of Mayor Breman and Mayor Pro Tem Hancey that the City Council by motion:

- **APPROVE THE REAPPOINTMENT OF BRUCE BONAR TO THE BOARD OF ADJUSTMENT FOR ANOTHER THREE-TERM TO EXPIRE IN MAY OF 2027**



**CITY OF FRUITA
BOARDS AND COMMISSIONS
MEMBERSHIP APPLICATION**

BOARD OR COMMISSION: Boards of Adjustments

NAME: R. BRUCE BONAR

MAILING ADDRESS: 968 17 1/4 ROAD
FRUITA CO 81521

City State Zip

RESIDENCE ADDRESS: SAME

PHONE NUMBER: 970.858.4418

Home Work

E-MAIL ADDRESS: RETRANCH@YAHOO.COM

How long have you been a resident of Fruita? 31 years

Occupation/Employer: GIS SPECIALIST / WASTEWATER ENGINEERING

List any volunteer and/or work experience:

PLANNING COMMISSION 2007; BOARD OF ADJUSTMENTS 2007-PRESENT; CITY COUNCIL 2009-2018; TREE BOARD; HISTORIC PRESERVATION BOARD VOLUNTEER TEACHING ASSISTANT, CMU 2014-PRESENT

Are you presently serving on a board or commission? If so, which one(s)?

~~HISTORIC PRESERVATION BOARD~~
BOARD OF ADJUSTMENTS

Why do you want to be a member of this board or commission?

I HAVE SERVED ON THIS BOARD SINCE BEFORE MY TERM ON CITY COUNCIL. I WISH TO CONTINUE TO DO SO AFTER MY COUNCIL TERM EXPIRES.

List any abilities, skills, or interests which are applicable to the board or commission for which you are applying.

I HAVE A THOROUGH UNDERSTANDING OF THE BOARD OF ADJUSTMENT AND THE APPEAL PROCESS.
I HELPED WRITE THE CURRENT VERSION OF THE LAND USE CODE.

City of Fruita
Boards and Commissions Application
Page 2

Are you committed to attending meetings? Yes No
Are you committed to serving an entire term? Yes No

Please specify any activities which might create serious conflict of interest if you should be appointed to a particular board or commission. (If unsure, please call the City Manager's office at 858-3663)

NONE

List any licenses, certificates or other specialized training applicable to the board or commission for which you are applying.

LOTS OF EXPERIENCE

Additional information or references you believe may be helpful in considering your application.

Signature Robert Bonar Date April 10, 2024

All applicants are strongly encouraged to attend a regularly scheduled meeting of the board or commission for which they are applying. Frequent non-attendance may result in termination of the appointment.

ATTACHMENTS TO APPLICATION MUST BE LIMITED TO TWO PAGES

Please feel free to submit a resume along with this application. Application and any attachments should be returned to the Fruita City Council c/o the City Clerk, 325 E. Aspen, Fruita, CO 81521. Although we have indicated the best time to apply for a particular board, we accept applications for any of the boards year-round. Thank you.



FRUITA
COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: KIMBERLY BULLEN, PUBLIC WORKS DIRECTOR

DATE: JUNE 17, 2024

AGENDA TEXT: LETTER OF SUPPORT – A Request to Authorize the Mayor to Sign a Letter of Support for a River Corridor Master Planning Process.

BACKGROUND

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining a healthy river corridor (Colorado and Gunnison Rivers in Mesa County) and the associated needs, uses, and values for generations to come. The RCI was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A Core Team leads it with representatives from RiversEdge West, Colorado Mesa University, One Riverfront, and American Rivers.

The RCI Core Team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7th, 2023, February 6th, 2024, and May 8th, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade to discuss the future of the Grand Valley River Corridor, craft a shared vision for the River Corridor, and discuss planning strategies to support the development of an inter-jurisdictional River Corridor planning framework.

The Grand Valley River Corridor Vision

“The communities of the Grand Valley are committed to a data-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today’s and future generations.”

Representatives from all four jurisdictions agreed that a letter of support from each elected body would serve to continue working collaboratively along the Grand Valley River Corridor and to move forward with a multi-jurisdictional River Master Plan.

The Grand Valley’s River Corridor extends from De Beque, Colorado to the Utah state line and encompasses the Gunnison River from Bridgeport to the confluence with the Colorado River. The river corridor is the lifeblood of the community and is a vital economic, cultural, and ecological resource that supports the Grand Valley’s well-being and prosperity.

The RCI Vision includes the following:

- Engage river corridor stakeholder groups to identify common values and challenges.
- Provide a platform and resource for river corridor stakeholders, fostering coordinated collaboration on future river-centric endeavors, and leading to informed decision-making.

- Develop strategies to address shared goals, objectives, and challenges.
- Foster community education and connection with the river.

To address the Vision, the RCI sought funding through the Colorado Water Conversation Board and Colorado River District to support four distinct work efforts extending from 2023-2025.

- **Facilitation and Outreach:** Create a public-facing presence for RCI and the River Corridor (Contracted with Strategic by Nature, October 2023-2025)
- **Riparian and Floodplain Health Assessment:** Study the riparian health and floodplain of the river corridor (Contracted April 2024-2025)
- **Flow Conditions and Preference Analysis:** Understand community values and preferences for river flows (Conducted in Partnership with the River Network, October 2024-2025)
- **Framework for Planning Coordination:** Develop a framework or agreement among jurisdictions for future river corridor planning (Contracted with OV Consulting, September 2023-May 2024)

These efforts are coordinated through the RCI Advisory Council which meets quarterly and is comprised of a diverse set of 27 stakeholders including local governments and organizations in the Grand Valley. There are several attachments included with this cover sheet, including (1) RCI Summary, (2) the sample Letter of Support, and (3) the Planning Framework.

FISCAL IMPACT

- Representatives from each jurisdiction have contributed significant time and associated in-kind match. Since 2023, over \$6,000 of in-kind support has been contributed through the various workshops and RCI Advisory Council meetings, demonstrating a concerted commitment to the process outcome.
- The fiscal impact includes identifying necessary funding and developing cost share models to hire a contractor to facilitate the River Corridor Master Plan.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

This project applies to the City of Fruita's Value of Quality of Place where Fruita values our geographic natural resources and landscapes, and we continue to improve and enhance recreational offerings.

OPTIONS AVAILABLE TO THE COUNCIL

- Approve a River Corridor Master Planning Letter of Support.
- Take no action.

RECOMMENDATION

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

AUTHORIZE THE MAYOR TO SIGN A LETTER OF SUPPORT FOR A RIVER CORRIDOR MASTER PLANNING PROCESS.



325 East Aspen
Suite 155
Fruita, CO 81521

P 970.858.3663
F 970.858.0210
www.fruita.org



CITY MANAGER
970.858.3663

CITY CLERK/FINANCE
970.858.3663

COMMUNITY
DEVELOPMENT
970.858.0786

MUNICIPAL COURT
970.858.8041

POLICE DEPARTMENT
970.858.3008

ENGINEERING
970.858.8377

HUMAN RESOURCES
970.858.8373

PUBLIC WORKS
970.858.9558

PARKS/RECREATION
970.858.0360

WASTEWATER
TREATMENT FACILITY
970.858.4081

June 17, 2024

To: Grand Valley River Corridor Initiative Core Team

From: City of Fruita City Council

Re: River Corridor Master Planning Letter of Support

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining a healthy river corridor (Colorado and Gunnison Rivers in Mesa County) and the associated needs, uses, and values for today and future generations. The RCI was formed as a coalition of interested parties in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A Core Team leads the RCI with representatives from RiversEdge West, Colorado Mesa University, One Riverfront, and American Rivers.

The RCI Core Team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7th, 2023, February 6th, 2024, and May 8th, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade (Grand Valley local jurisdictions) to discuss the future of the Grand Valley River Corridor, craft a shared vision for the River Corridor, and discuss planning strategies to support the development of an inter-jurisdictional river corridor planning framework. Representatives from all four jurisdictions agreed to bring the question of pursuing a collaborative planning process for the river corridor to each of their elected bodies and moving forward with a multi-jurisdictional River Corridor Master Plan.

The following RCI vision statement was drafted by all parties to reflect the shared values of communities throughout the Grand Valley: *“The communities of the Grand Valley are committed to a data-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today’s and future generations.”*

With this letter of support, the City of Fruita City Council recognizes and acknowledges that:

- The Grand River Valley Corridor holds significant ecological, recreational, and economic value for the communities of Mesa County, Grand Junction, Palisade, and Fruita;
- The state of the river has been changing in recent years with more recreation and development along the river; and,
- Coordinated planning and management of the Grand River Valley Corridor is essential to preserving its natural beauty, enhancing recreational opportunities, and fostering sustainable development.

We agree to collaborate with RCI and its Core Team and pledge our support in the development and implementation of a comprehensive Grand Valley River Corridor Master Plan with the other Grand Valley local jurisdictions. Furthermore, we agree to support RCI and its Core Team in facilitating and identifying necessary funding and cost-share models to hire a contractor to facilitate the collaborative creation of a River Corridor Master Plan.

Signed this ____ day of _____, 2024.

City of Fruita
Mayor Matthew Breman

Grand Valley River Corridor Initiative (RCI)

Executive Summary

PLANNING FRAMEWORK

Purpose:

The Planning Framework was conducted over the last eight months by OV Consulting in coordination with the Core Team members Joel Sholtes, Shannon Wadas, and Rusty Lloyd representing RCI, and the Jurisdictions of Mesa County, Fruita, Grand Junction and Palisade. The purpose of the Framework effort was to address the following:

- Develop a coordinated approach to creating a shared Vision for the River Corridor
- Explore planning and management strategies for the corridor that align with the vision
- Inform the engagement process with the community and
- Develop an agreed-upon planning framework and next steps

Representatives from each jurisdiction have contributed significant time and associated in-kind match. Since 2023, over \$6,000 of in-kind support has been contributed through the various workshops and RCI Advisory Council meetings, demonstrating a concerted commitment to the process outcome. Jurisdictional participants included:

Carrie Gudorf, Mesa County

Faye Hall, Mesa County

Erik Borschel, Mesa County

Laura Page, Mesa County

Sean Norris, Mesa County

Dan Caris, Fruita

Kimberly Bullen, Fruita

Mark Mancuso, Fruita

Sam Atkins, Fruita

David Thornton, Grand Junction

Jennifer Nitzky, Grand Junction

Ken Sherbenou, Grand Junction

Tamra Allen, Grand Junction

Tim Lehrbach, Grand Junction

Trenton Prall, Grand Junction

David Gray, Town of Palisade

Troy Ward, Town of Palisade

Workshop Process:

OV Consulting established a coordinated and cohesive jurisdictional Workshop Series for Mesa County, Fruita, Grand Junction, and Palisade focused on river corridor conditions,

jurisdictional needs and values associated with the river, a Vision for the Grand Valley River corridor, and identifying the right next steps in securing that Vision. Workshop discussions were supported by local area research, mapping, and river planning best practices that informed the groups' progress and decision-making around the next steps.

WORKSHOP #1 – REVIEW, REFINE AND SET DIRECTION | NOVEMBER 7, 2023

At this first workshop, jurisdictions identified the challenges that they face along the river, studied the value of recently completed Fluvial Hazard Buffer (FHB) mapping, and uncovered the values and assets of the corridor today. They asked themselves, "Where do we want to be in 20-30 years?" The group discussed the nexus of land use policy, population growth, and river systems and the balance needed to ensure smart growth and a future healthy river in the Grand Valley.

WORKSHOP #2 – SET THE VISION, EXPLORE PEER CITIES & DETERMINE THE TOOLS FOR SUCCESS | FEBRUARY 6, 2024

In the second workshop jurisdictions built upon the values identified in Workshop 1 and drafted a River Corridor Vision to be shared with the RCI Advisory Council. They explored river planning strategies in Peer Cities and built consensus around the right next steps for the Grand Valley River Corridor.

The three main components of Workshop #2 included:

- Draft Grand Valley River Corridor Vision
- Peer City River Corridor Planning and Management Strategies
- Agreement on appropriate planning approach for Grand Valley jurisdictions

It was decided that a letter of support would provide the agreement needed among the jurisdictions to move forward with a Grand Valley River Corridor Master Plan that would address the newly developed Vision and provide consistent direction to river recreation, river health, mobility, and edge development at a policy level.

WORKSHOP #3 – CONFIRM DIRECTION AND NEXT STEPS | MAY 8, 2024

At the third and final workshop, jurisdictions confirmed the Final Grand Valley River corridor Vision, reviewed supporting documentation, and confirmed the strategy for executing letter of support. Jurisdictions also discussed funding opportunities and the timing and estimated cost of advancing the Master Planning process.

The following pages describe the work that supported the workshop discussions and informed the decision process.

CONDITIONS ASSESSMENT

Key challenges identified during the jurisdictional process along the river corridor today include coordination among the three municipalities and one county, siloed decision-making, the number of groups, organizations, and agencies participating in the existing and future use of the river, shrinking summer and fall flows, environmentally threatened species, and growing riverfront development pressure. Jurisdictions shared current development locations and

challenges along the river and expressed interest in the balance between growth and preservation of the natural environment along the river corridor.

The recently completed Fluvial Hazard Zone delineation of the Grand Valley identifies, among other things, the Active Stream Corridor (ASC) and the Fluvial Hazard Buffer (FHB), also referred to as the Fluvial Hazard Zone (FHZ). Although many rivers in our cities are channelized today, a healthy river corridor typically migrates and retains the room in which to migrate through the urbanized area (or within segments therein).

The ASC is the corridor within which the river channel would migrate if left alone and is typically much wider than the visible river footprint. Beyond the ASC lies the margins, often valley slopes, that may not flood but could be influenced by the river channel known as the FHZ.

Since 1937 the river through Grand Valley has migrated significantly and minimizing impact to development while allowing that migration is critical. The mapping of both the ASC and FHZ is an important step in understanding potential risks for existing and future land use and in defining a future pathway for the river. Future channel migration potential and the FHZ should influence infrastructure investment locations, land use patterns, and future development in proximity to the river. Additionally, this information can reveal opportunities for increased parks or open spaces that support the health of the river, giving it space to migrate.

To visualize this, OV Consulting overlaid the FHZ with planned jurisdictional land use along the river corridor for consideration in evaluating the future of the river corridor. The figure illustrates locations where the FHZ impacts land use development or aligns with open spaces today and reveals the locations where smart, safe and compatible development patterns make sense. This overlay can enable jurisdictions to stay in front of potential river migration, reconnect to the floodplain and restore river health. FHZ mapping should guide jurisdictional decision-making around land use and infrastructure decisions, inform parks and recreational opportunities, and be central to a public education and communication program.

CHALLENGES AND VALUES

During the workshop series, representatives from each jurisdiction collectively discussed their core values around land use and the river corridor and identified top priorities or considerations for the future health of the river:

- Ecological health, riparian habitat, and aquatic species are the top priority.
- The river is a recreational asset and public amenity and recreational use in and along the river corridor is important. Recreational use in Grand Valley is largely “because” of the river.
- The river is a spine; trail connectivity along the river and increased access to the river is critical.
- Activation, economic development, and housing supply along the river are important aspects of the river’s edge.
- Open space, viewsheds, and natural environment along the river should be integrated with river’s edge and influence development decisions (not a commercialized strip)
- Increased education, engagement, and awareness of all aspects of river health and use is important.

Input from previous river corridor stakeholder workshops from 2020-2022 was also referenced to confirm the jurisdictional values. Important features of the River Corridor and critical threats and challenges were identified:

Note: Values represent the percentage of surveyed stakeholders who identified these items.

Important features of the river corridor:

- Wildlife Habitat / Ecology: **100%**
- Aesthetic Beauty / Community Identity: **60%**
- Recreation / Open / Green Space: **60%**
- Agricultural: **35%**

River corridor threats and challenges:

- Water Use (Irrigation / Muni / Agriculture): **31%**
- Recreation/Tourism/Health: **23%**
- Wildlife Habitat (Fish/Riparian): **18%**
- Economy / Development: **8%**
- Education / Awareness: **5%**

VISIONING

The key challenges and jurisdictional values identified in Workshop #1 served as the foundation for the Visioning exercise held in Workshop #2. Workshop attendees formed three groups to confirm shared values and craft language in support of a river corridor vision. Input ranged from full vision statements to the identification of supporting vision elements. Draft language and key input on the Vision included the following:

- Commit to supporting a vibrant and healthy river corridor that benefits a diverse community of stakeholders for future generations.
- Activate areas with parks, open spaces, and trails.
- Keep commercial uses out of the flood zone.
- Cluster land uses and create sub-areas for diverse uses, from urbanized to passive natural areas.
- Consider buffer zones within the sub-areas and avoid development within the Fluvial Hazard Zone.
- Plan for “100 Years” or “The Next Century” or “Forever” along our river.

THE GRAND VALLEY RIVER CORRIDOR VISION

“The communities of the Grand Valley are committed to a science-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today’s and future generations.”

SUPPORTING VISION ELEMENTS TO GUIDE FUTURE PLANNING: (DRAFT)

1. “Ecology & Wildlife Resilience” / “A Dynamic River”

- Prioritize the restoration and preservation of riparian habitats, aquatic ecosystems, and wildlife corridors.
- Give the river room to move.
- Implement proactive measures to mitigate invasive species, re-mediate landslides, and enhance water quality.
- Build resilience to natural hazards, climate change impacts, and socio-economic challenges through adaptive planning and management strategies.
- Prioritize measures to enhance floodplain management, wildfire resilience, and public safety within the river corridor.

2. “A Recreational Asset” / “A Recreational River”

- Celebrate recreational opportunities along the river corridor while safeguarding its natural beauty and ecological integrity.
- Provide inclusive and equitable public access to activities, such as hiking, biking, paddling, and wildlife observation.
- Promotes the corridor as both a community and tourist destination

3. “A Connected Corridor”

- Promote seamless connectivity with an extensive network of trails, parks, and green spaces along the river corridor.
- Ensure equitable access to the riverfront for all community members, including measures to address barriers and enhance safety.

4. “Grand Valley Vitality”

- Encourage responsible economic development that harmonizes with agricultural needs and environmental systems.
- Support innovative projects that enhance the riverfront's economic vitality, create job opportunities, and attract visitors.

5. “Balanced Land Use”

- Integrate land use planning efforts to balance development interests with ecological preservation goals.
- Consider regulations and policies that promote resilient and adaptive development patterns.

6. “Corridor Communities” / “Community First”

- Cultivate a sense of stewardship, community ownership, and acknowledgment of the river through robust public engagement and educational outreach programs.
- Empower residents, stakeholders, and future generations to participate in decision-making processes and advocate for the river's well-being.

7. “Collaborative Governance” / “A United River Corridor”

- Foster collaborative partnerships among government agencies, non-profit organizations, and private stakeholders to manage the river corridor.
- Establish a coordinated governance framework to facilitate joint planning, resource-sharing, and collective action.

PLANNING TOOLS AND STRATEGIES

Cities and Counties across the United States are working to reclaim their rivers and improve the health of often industrialized river corridors. Numerous tools are available, and it is the

job of each jurisdiction to determine the right path forward for their river corridor. Following the development of the Grand Valley River Vision, jurisdictions explored a range of planning tools and strategies that could be used to achieve the Vision.

The diagram shown below organizes a range of tools into three tiers, ranging in scale and regulatory strength. Tools can be adopted by jurisdictions individually, or tools could be adopted on a multi-jurisdictional level and applied along the entirety of the Grand Valley River Corridor. Often this sort of broader application occurs through the delineation of space along the river referred to as an “influence zone” or “special planning area”, or “river district”.

Tier 1: Broad Tools

- Multi-jurisdictional Plans
- Mapping / Inventory
- Planning Guidance
- Resolutions
- IGAs

Tier 2: Intermediate Tools

- Regulations / Ordinances
- Conservancy / Management Districts
- Design Guidelines
- Special Purpose Plans

Tier 3: Site-Specific Tools

- Sub-Area Plans
- Zoning Amendments
- Site-Specific Improvements
- Agreement for Future Planning

Following discussion of the range of planning tools and strategies in place in other cities, the jurisdictions debated the appropriate next steps for the Grand Valley. While land use decisions are unique to each jurisdiction, the importance of a consistent approach and overarching guidance to recreation, mobility, land use development and preservation of the river corridor is vital to its future. It was decided that a multi-jurisdictional River Corridor Master Plan would provide the guidance desired and still allow zoning and development decisions at the local level.

A letter of support from Palisade, Grand Junction, Fruita, and Mesa County will pledge continued support to plan collaboratively along the River Corridor, enter into a Master Planning process, and follow the policy direction provided through that document in the future. Decisions around the delineation of space along the river, and the formation of future river districts, special zones, or governance strategies would be discussed in coordination with the Master Planning process.

This Planning Framework documents the identification of core values, visioning process, and agreement by Grand Valley jurisdictions to consider the future of their river corridor and take the agreed upon planning steps to enhance and preserve that future.

CITY SPOTLIGHTS

Boise, Idaho:

Boise, ID built upon a series of planning efforts to address 10 miles of the Boise River.

1. Original Boise River Plan (1985)
2. Boise River System Ordinance (1997)
3. Boise River Resource Management and Master Plan (1999)
4. Master Plan Update (2014)

Key Outcomes: The Greenbelt Setback – All activities & development within the setback require River System application. River recommendations address safety, lighting, security, recreation, signage and wayfinding, ecology, and riparian habitat.

Los Angeles River, California:

LA River Master Plan is a multi-jurisdictional river corridor plan covering 51 miles of river through multiple jurisdictions. Goals associated with the Master Plan include:

1. Reduce flood risk and improve resiliency.
2. Provide equitable, inclusive, and safe parks, open space, and trails.
3. Support healthy connected ecosystems.
4. Enhance opportunities for equitable access to the river corridor.
5. Embrace and enhance opportunities for arts and culture.
6. Address potential adverse impacts to housing affordability and people experiencing homelessness.
7. Foster opportunities for continued community engagement, development, and education.
8. Improve local water supply reliability.
9. Promote healthy, safe, and clean water.

Key Outcomes: River Improvement Overlay District (RIO). A Special Use district and implemented ordinance that requires projects within the district to address watershed, urban design and mobility guidelines. Extends ½ mile to either side of the river for 32 miles in length.

City of Colorado Springs, Colorado:

Through a series of regulatory tools and design guidelines, the City of Colorado Springs has planned for the future of their river. Beginning in 2002, the City adopted the Streamside Ordinance establishing oversight of the area along the river. Subsequently, the Streamside Overlay Zone identified 3 stream types and varying buffer widths for protection of each type. The Streamside Design Guidelines evaluate development within the Streamside Overlay Zone against 11 review criteria including site design, trails and recreation, floodplain, natural features, stream bank stabilization and riparian buffers, among others. The Ordinance and Overlay Zone were updated in 2007.

Acknowledgment:

The efforts of the jurisdiction to work through the Visioning process and to identify the future steps to preserve the Grand Valley River Corridor is a critical step. Acknowledgment is credited to the jurisdictions, River's Edge West, and the supporting consultants for a successful process and agreed upon Master Planning outcome.

Thank You:

Carrie Gudorf, Mesa County

Faye Hall, Mesa County

Erik Borschel, Mesa County

Laura Page, Mesa County

Sean Norris, Mesa County

Dan Caris, Fruita

Kimberly Bullen, Fruita

Mark Mancuso, Fruita

Sam Atkins, Fruita

David Thornton, Grand Junction

Jennifer Nitzky, Grand Junction

Ken Sherbenou, Grand Junction

Tamra Allen, Grand Junction

Tim Lehrbach, Grand Junction

Trenton Prall, Grand Junction

David Gray, Town of Palisade

Troy Ward, Town of Palisade

Joel Sholtes, Rivers Edge West & Colorado Mesa University

Rusty Lloyd, Rivers Edge West

Shannon Wadas, Rivers Edge West/Strategic by Nature

Brian Murphy, River Network

Hannah Holm, American Rivers

Mary Cornforth, Strategic by Nature

Stacy Beaugh, Strategic by Nature

Beth Vogelsang, OV Consulting

Reese Shaw, OV Consulting

Mark Johnson, Civitas

Troy Thompson, ERC

The Grand Valley River Corridor Initiative (RCI)

Multi-Jurisdictional Planning Framework



Town of Palisade, Colorado



The Grand Valley River Corridor Initiative (RCI)

The Grand Valley's River Corridor extends from De Beque, Colorado to the Utah state line and encompasses the Gunnison River from Bridgeport to the confluence with the Colorado River. The river corridor is the lifeblood of the community and is a vital economic, cultural, and ecological resource that supports the Grand Valley's well-being and prosperity. Given the diverse values supported by the river, the Grand Valley River Corridor Initiative (RCI) was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities.

The RCI Vision includes the following:

1. Engage river corridor stakeholder groups to identify common values and challenges.
2. Provide a platform and resource for river corridor stakeholders, fostering coordinated collaboration on future river-centric endeavors, and leading to informed decision-making.
3. Develop strategies to address shared goals, objectives, and challenges.
4. Foster community education and connection with the river.

To address the Vision, the RCI sought funding through the Colorado Water Conversation Board and Colorado River District to support four distinct work efforts extending from 2023-2025.

1. **Facilitation and Outreach:** Create a public-facing presence for RCI and the River Corridor (Contracted with Strategic by Nature, October 2023-2025)
2. **Riparian and Floodplain Health Assessment:** Study the riparian health and floodplain of the river corridor (Contracted April 2024-2025)
3. **Flow Conditions and Preference Analysis:** Understand community values and preferences for river flows (Conducted in Partnership with the River Network, October 2024-2025)
4. **Framework for Planning Coordination:** Develop a framework or agreement among jurisdictions for future river corridor planning (Contracted with OV Consulting, September 2023-May 2024)

These efforts are coordinated through the RCI Advisory Council which meets quarterly and is comprised of a diverse set of 27 stakeholders including local governments and organizations in the Grand Valley.

Purpose

The Planning Framework was conducted over the last eight months by OV Consulting in coordination with the Core Team members Joel Sholtes, Shannon Wadas, and Rusty Lloyd representing RCI, and the Jurisdictions of Mesa County, Fruita, Grand Junction and Palisade. The purpose of the Framework effort was to address the following:

1. Develop a coordinated approach to creating a shared Vision for the River Corridor
2. Explore planning and management strategies for the corridor that align with the vision
3. Inform the engagement process with the community and
4. Develop an agreed-upon planning framework and next steps.

Representatives from each jurisdiction have contributed a significant amount of time and associated in-kind match. Since the beginning of 2023, there has been over \$6,000 of in kind support contributed through the various workshops and Advisory Council meetings, this demonstrating a concerted commitment to the process outcome. Jurisdictional participants included:

- | | | |
|-------------------------------|-------------------------------------|-----------------------------------|
| 1. Carrie Gudorf, Mesa County | 7. Kimberly Bullen, Fruita | 13. Tamara Allen, Grand Junction |
| 2. Faye Hall, Mesa County | 8. Mark Mancuso, Fruita | 14. Tim Lehrbach, Grand Junction |
| 3. Erik Borschel, Mesa County | 9. Sam Atkins, Fruita | 15. Trenton Prall, Grand Junction |
| 4. Laura Page, Mesa County | 10. David Thornton, Grand Junction | 16. David Gray, Town of Palisade |
| 5. Sean Norris, Mesa County | 11. Jennifer Nitzky, Grand Junction | 17. Troy Ward, Town of Palisade |
| 6. Dan Caris, Fruita | 12. Ken Sherbenou, Grand Junction | |



Workshop Process

OV Consulting established a coordinated and cohesive jurisdictional Workshop Series for Mesa County, Fruita, Grand Junction, and Palisade focused on river corridor conditions, jurisdictional needs and values associated with the river, a Vision for the Grand Valley River corridor, and identifying the right next steps in securing that Vision. Workshop discussions were supported by local area research, mapping, and river planning best practices that informed the groups' progress and decision-making around the next steps.



WORKSHOP #1 – REVIEW, REFINE AND SET DIRECTION | NOVEMBER 7, 2023

At this first workshop, jurisdictions identified the challenges that they face along the river, studied the value of recently completed Fluvial Hazard Buffer (FHB) mapping, and uncovered the values and assets of the corridor today. They asked themselves, “Where do we want to be in 20-30 years?” The group discussed the nexus of land use policy, population growth, and river systems and the balance needed to ensure smart growth and a future healthy river in the Grand Valley.

WORKSHOP #2 – SET THE VISION, EXPLORE PEER CITIES & DETERMINE THE TOOLS FOR SUCCESS | FEBRUARY 6, 2024

In the second workshop jurisdictions built upon the values identified in Workshop 1 and drafted a River Corridor Vision to be shared with the RCI Advisory Council. They explored river planning strategies in Peer Cities and built consensus around the right next steps for the Grand Valley River Corridor.

The three main components of Workshop #2 included:

1. Draft Grand Valley River Corridor Vision
2. Peer City River Corridor Planning and Management Strategies
3. Agreement on appropriate planning approach for Grand Valley jurisdictions

It was decided that a Multi-jurisdictional Joint Resolution would provide the agreement needed among the jurisdictions to move forward with a Grand Valley River Corridor Master Plan that would address the newly developed Vision and provide consistent direction to river recreation, river health, mobility, and edge development at a policy level.

WORKSHOP #3 – CONFIRM DIRECTION AND NEXT STEPS | MAY 8, 2024

At the third and final workshop, jurisdictions confirmed the Final Grand Valley River corridor Vision, reviewed supporting documentation, and confirmed the strategy for execution of the Joint Resolution. Jurisdictions also conversed about funding opportunities and the timing of advancing the Master Planning process.

The following pages describe the work that supported the workshop discussions and informed the decision process.

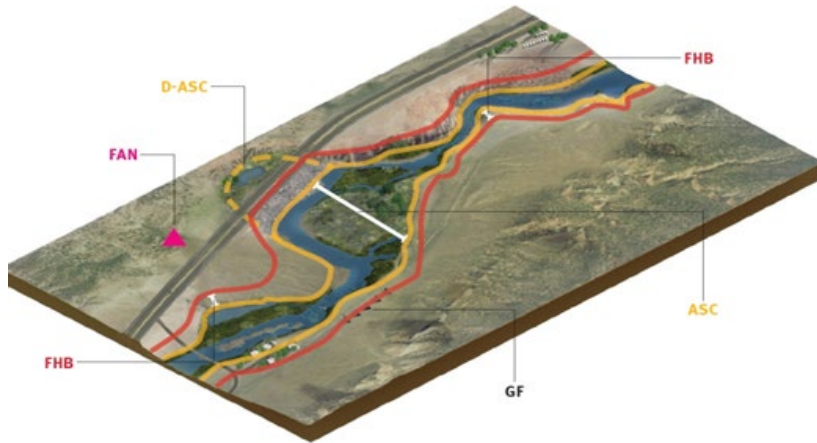
Conditions Assessment

Key challenges identified during the jurisdictional process along the river corridor today include coordination among the three municipalities and one county, siloed decision-making, the number of groups, organizations, and agencies participating in the existing and future use of the river, shrinking summer and fall flows, environmentally threatened species, and growing riverfront development pressure. Jurisdictions shared

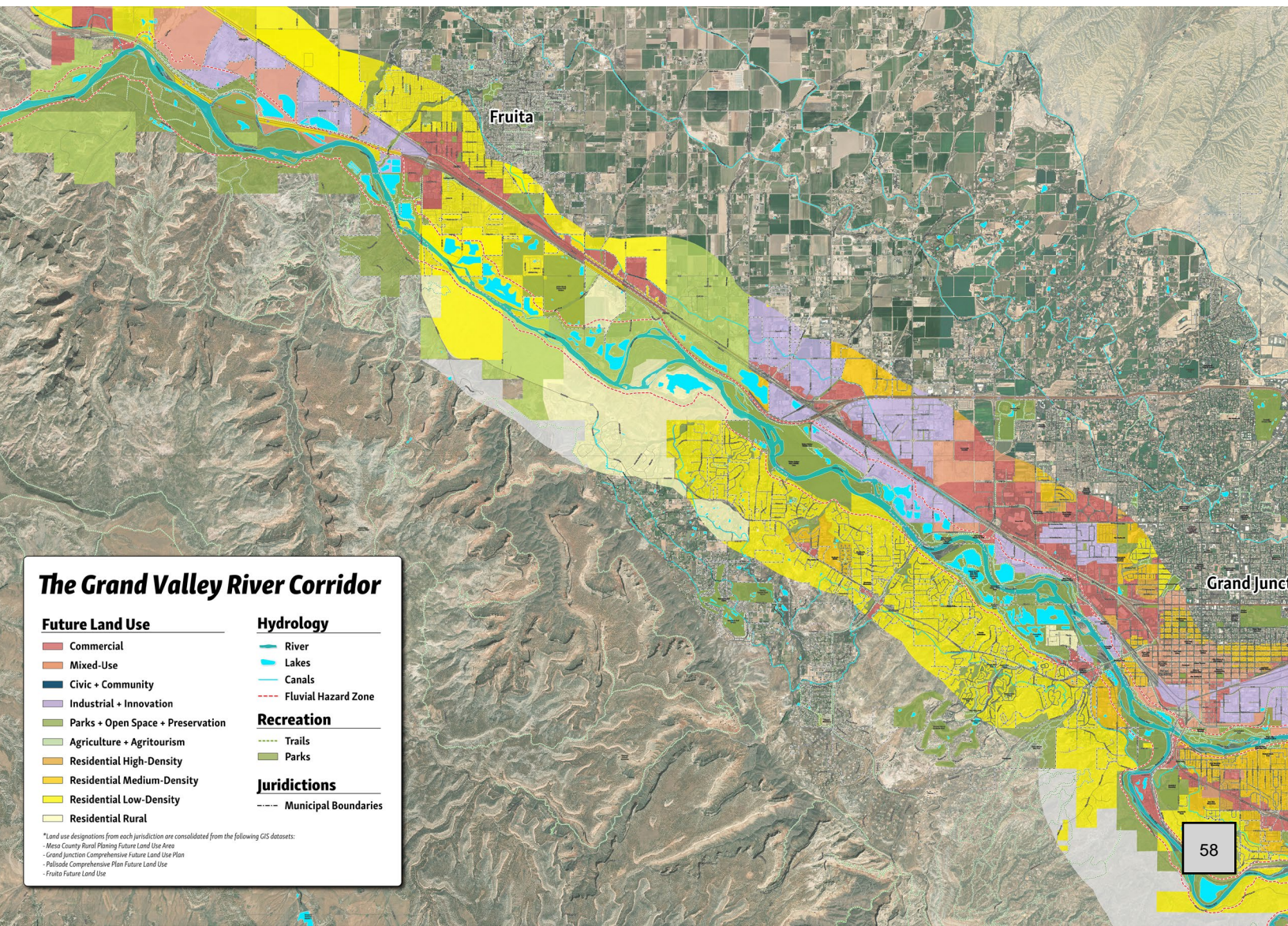
current development locations and cha... the river and expressed interest in the b... growth and preservation of the natural environment along the river corridor.

Section 6, Item F.

The recently completed [Fluvial Hazard Zone](#) delineation of the Grand Valley identifies, among other things, the Active Stream Corridor (ASC) and the Fluvial Hazard Buffer (FHB), also referred to as the Fluvial Hazard Zone (FHZ). Although many rivers in our cities are channelized today, a healthy river corridor typically



- Active Stream Corridor (ASC)
- Fluvial Hazard Buffer (FHB)
- Avulsion Hazard Zone (AHZ)—Not Shown
- Fan (F)
- Geotechnical Flag (GF)



The Grand Valley River Corridor

- | | |
|-----------------------------------|----------------------|
| Future Land Use | Hydrology |
| Commercial | River |
| Mixed-Use | Lakes |
| Civic + Community | Canals |
| Industrial + Innovation | Fluvial Hazard Zone |
| Parks + Open Space + Preservation | |
| Agriculture + Agritourism | Recreation |
| Residential High-Density | Trails |
| Residential Medium-Density | Parks |
| Residential Low-Density | |
| Residential Rural | Jurisdictions |
| | Municipal Boundaries |

*Land use designations from each jurisdiction are consolidated from the following GIS datasets:
 - Mesa County Rural Planning Future Land Use Area
 - Grand Junction Comprehensive Future Land Use Plan
 - Palisade Comprehensive Plan Future Land Use
 - Fruita Future Land Use

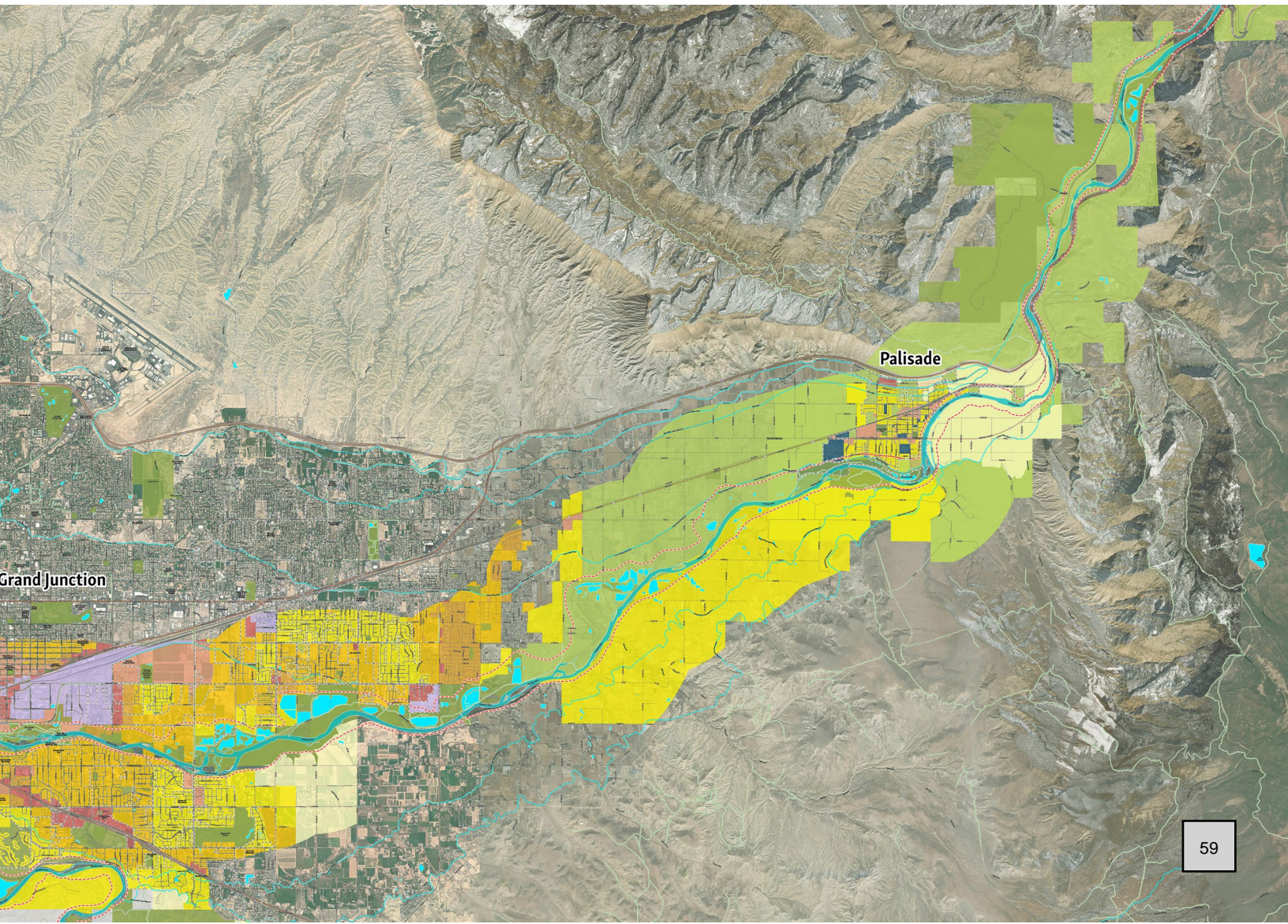
migrates and retains the room in which to migrate through the urbanized area (or within segments therein).

The ASC is the corridor within which the river channel would migrate if left alone and is typically much wider than the visible river footprint. Beyond the ASC lies the margins, often valley slopes, that may not flood but could be influenced by the river channel known as the FHZ.

Since 1937 the river through Grand Valley has migrated significantly and minimizing impact to development while allowing that migration is critical. The mapping of both the ASC and FHZ is an important step in understanding potential risks for existing and future land use and in defining a future pathway for the river. Future channel migration potential and the FHZ should influence infrastructure investment locations, land use patterns, and future development in proximity to the river. Additionally, this information can reveal

opportunities for increased parks or open spaces that support the health of the river, given the river's migration.

To visualize this, OV Consulting overlaid the FHZ with planned jurisdictional land use along the river corridor for consideration in evaluating the future of the river corridor. The figure illustrates locations where the FHZ impacts land use development or aligns with open spaces today and reveals the locations where smart, safe and compatible development patterns make sense. This overlay can enable jurisdictions to stay in front of potential river migration, reconnect to the floodplain and restore river health. FHZ mapping should guide jurisdictional decision-making around land use and infrastructure decisions, inform parks and recreational opportunities, and be central to a public education and communication program.



The key challenges and jurisdictional values identified in Workshop #1 served as the foundation for the Visioning exercise held in Workshop #2. Workshop attendees formed three groups to confirm shared values and craft language in support of a river corridor vision. Input ranged from full vision statements to the identification of supporting vision elements. Draft language and key input on the Vision included the following:

1. Commit to supporting a vibrant and healthy river corridor that benefits a diverse community of stakeholders for future generations.
2. Activate areas with parks, open spaces, and trails.
3. Keep commercial uses out of the flood zone.
4. Cluster land uses and create sub-areas for diverse uses, from urbanized to passive natural areas.
5. Consider buffer zones within the sub-areas and avoid development with the Fluvial Hazard Zone.
6. Plan for “100 Years” or “The Next Century” or “Forever” along our river.



The Grand Valley River Corridor Vision

The communities of the Grand Valley are committed to a science-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today's and future generations.

The Grand Valley River Vision was reviewed and finalized by the RCI Advisory Council.

1. “Ecology & Wildlife Resilience” / “A Dynamic River”

- Prioritize the restoration and preservation of riparian habitats, aquatic ecosystems, and wildlife corridors.
- Give the river room to move.
- Implement proactive measures to mitigate invasive species, re-mediate landslides, and enhance water quality.
- Build resilience to natural hazards, climate change impacts, and socio-economic challenges through adaptive planning and management strategies.
- Prioritize measures to enhance floodplain management, wildfire resilience, and public safety within the river corridor.

2. “A Recreational Asset” / “A Recreational River”

- Celebrate recreational opportunities along the river corridor while safeguarding its natural beauty and ecological integrity.
- Provide inclusive and equitable public access to activities, such as hiking, biking, paddling, and wildlife observation.
- Promotes the corridor as both a community and tourist destination

3. “A Connected Corridor”

- Promote seamless connectivity with an extensive network of trails, parks, and green spaces along the river corridor.
- Ensure equitable access to the riverfront for all community members, including measures to address barriers and enhance safety.

4. “Grand Valley Vitality”

- Encourage responsible economic development that harmonizes with agricultural needs and environmental systems.
- Support innovative projects that enhance the riverfront's economic vitality, create job opportunities, and attract visitors.

5. “Balanced Land Use”

- Integrate land use planning efforts to balance development interests with ecological preservation goals.
- Consider regulations and policies that promote resilient and adaptive development patterns.

6. “Corridor Communities” / “Community First”

- Cultivate a sense of stewardship, community ownership, and acknowledgment of the river through robust public engagement and educational outreach programs.
- Empower residents, stakeholders, and future generations to participate in decision-making processes and advocate for the river's well-being.

7. “Collaborative Governance” / “A United River Corridor”

- Foster collaborative partnerships among government agencies, non-profit organizations, and private stakeholders to manage the river corridor.
- Establish a coordinated governance framework to facilitate joint planning, resource-sharing, and collective action.

Planning Tools and Strategies

Cities and Counties across the United States are working to reclaim their rivers and improve the health of often industrialized river corridors. Numerous tools are available and it is the job of each jurisdiction to determine the right path forward for their river corridor. Following the development of the Grand Valley River Vision, jurisdictions explored a range of planning tools and strategies that could be used to achieve the Vision.

The diagram shown below organizes a range of tools into three tiers, ranging in scale and regulatory strength. Tools can be adopted by jurisdictions individually, or tools could be adopted on a multi-jurisdictional level and applied along the entirety of the Grand Valley River Corridor. Often this sort of broader application occurs through the delineation of space along the river referred to as an “influence zone” or “special planning area”, or “river district”.

Tier 1: Broad Tools

1. Multi-jurisdictional Plans
2. Mapping / Inventory
3. Planning Guidance
4. Resolutions
5. IGAs

Tier 2: Intermediate Tools

1. Regulations / Ordinances
2. Conservancy / Management Districts
3. Design Guidelines
4. Special Purpose Plans

Tier 3: Site-Specific Tools

1. Sub-Area Plans
2. Zoning Amendments
3. Site-Specific Improvements

City Spotlights



Boise, Idaho

Boise, ID built upon a series of planning efforts to address 10 miles of the Boise River.

1. Original Boise River Plan (1985)
2. Boise River System Ordinance (1997)
3. Boise River Resource Management and Master Plan (1999)
4. Master Plan Update (2014)

Key Outcomes: The Greenbelt Setback – All activities & development within the setback require River System application.

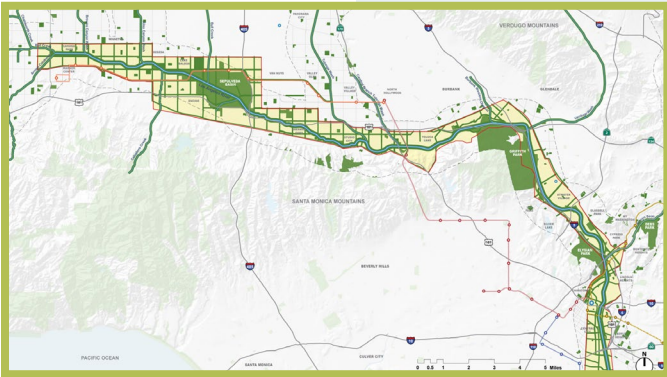
River recommendations address safety, lighting, security, recreation, signage and wayfinding, ecology, and riparian habitat.

Los Angeles River, California

Section 6, Item F.

LA River Master Plan is a multi-jurisdictional river corridor plan covering 51 miles of river through multiple jurisdictions. Goals associated with the Master Plan include:

1. Reduce flood risk and improve resiliency.
2. Provide equitable, inclusive, and safe parks, open space, and trails.
3. Support healthy connected ecosystems.
4. Enhance opportunities for equitable access to the river corridor.
5. Embrace and enhance opportunities for arts and culture.
6. Address potential adverse impacts to housing affordability and people experiencing homelessness.
7. Foster opportunities for continued community engagement, development, and education.
8. Improve local water supply reliability.
9. Promote healthy, safe, and clean water.



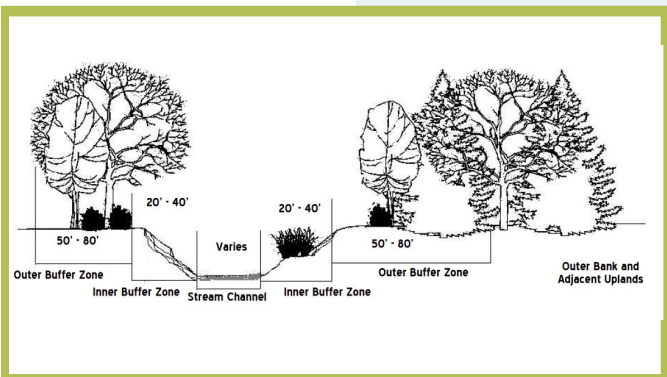
Key Outcomes: River Improvement Overlay District (RIO). A Special Use district and implemented ordinance that requires projects within the district to address watershed, urban design and mobility guidelines. Extends ½ mile to either side of the river for 32 miles in length.

City of Colorado Springs, Colorado

Through a series of regulatory tools and design guidelines, the City of Colorado Springs has planned for the future of their river.

Beginning in 2002, the City adopted the Streamside Ordinance establishing oversight of the area along the river. Subsequently, the Streamside Overlay Zone identified 3 stream types and varying buffer widths for protection of each type. The Streamside Design Guidelines evaluate development within the Streamside Overlay Zone against 11 review criteria including site design, trails and recreation, floodplain, natural features, stream bank stabilization and riparian buffers, among others.

The Ordinance and Overlay Zone were updated in 2007.



Streamside Overlay Zone

Agreement for Future Planning

Following discussion of the range of planning tools and strategies in place in other cities, the jurisdictions debated the appropriate next steps for the Grand Valley. While land use decisions are unique to each jurisdiction, the importance of a consistent approach and overarching guidance to recreation, mobility, land use development and preservation of the river corridor was vital to its future. It was decided that a multi-jurisdictional River Corridor Master Plan would provide the guidance desired and still allow zoning and development decisions at the local level.

A multi-jurisdictional Joint Resolution would serve as the agreement among Palisade, Grand Junction, Fruita, and Mesa County to plan collaboratively along the River Corridor, enter into a Master Planning process, and follow the policy direction provided through that document in the future. Decisions around the delineation of space along the river, and the formation of future river districts, special zones, or governance strategies would be discussed in coordination with the Master Planning process.

This Planning Framework documents the identification of core values, visioning process, and agreement by Grand Valley jurisdictions to consider the future of their river corridor and take the agreed upon planning steps to enhance and preserve that future.

Acknowledgment

The efforts of the jurisdiction to work through the Visioning process and to identify the future steps to preserve the Grand Valley River Corridor is a critical step. Acknowledgment is credited to the jurisdictions, River's Edge West, and the supporting consultants for a successful process and agreed upon Master Planning outcome.

Thank You

- Carrie Gudorf, Mesa County
- Faye Hall, Mesa County
- Erik Borschel, Mesa County
- Laura Page, Mesa County
- Sean Norris, Mesa County
- Dan Caris, Fruita
- Kimberly Bullen, Fruita
- Mark Mancuso, Fruita
- Sam Atkins, Fruita
- David Thornton, Grand Junction
- Jennifer Nitzky, Grand Junction
- Ken Sherbenou, Grand Junction
- Tamara Allen, Grand Junction
- Tim Lehrbach, Grand Junction
- Trenton Prall, Grand Junction
- Shannon Wadas, Rivers Edge West
- Rusty Lloyd, Rivers Edge West
- Joel Sholtes, Rivers Edge West & Colorado Mesa University
- Brian Murphy, River Network
- Hannah Holm, American Rivers
- Mary Cornforth, Strategic by Nature
- Stacy Beough, Strategic by Nature
- Beth Vogelsang, OV Consulting
- Reese Shaw, OV Consulting
- Mark Johnson, Civitas
- Troy Thompson, ERC

Attachments

Attachment A: Multi-Jurisdictional Joint Resolution DRAFT April 2024

Attachment B: RCI Workshop #1 Summary

Attachment C: RCI Workshop #2 Summary

Attachment D: River Corridor Future Land Use & Hydrology - Full Map

The Grand Valley River Corridor Initiative

Multi-Jurisdictional Joint Resolution

Subject: The Grand River Valley Corridor Initiative	
Resolution Number: #XX	Effective Date: MM/DD/2024

Background

The Grand Valley River Corridor Initiative (RCI) is a community-driven initiative focused on supporting and maintaining a healthy river corridor and the associated needs, uses, and values for generations to come. The RCI was formed in 2020 to address the acute need for enhanced coordination, planning, and collaboration on river corridor-related activities. A Core Team leads it with representatives from RiversEdge West, Colorado Mesa University, and American Rivers. OV Consulting was contracted to provide necessary river system support and move the process forward by coordinating with local municipalities and stakeholders.

The RCI Core Team hosted three multi-jurisdictional planning workshops in Grand Junction on November 7th, 2023, February 6th, 2024, and May 8th, 2024, to convene planners and professionals from Mesa County, Fruita, Grand Junction, and Palisade to discuss the future of the Grand Valley River Corridor, craft a shared vision for the River Corridor, and discuss planning strategies to support the development of an inter-jurisdictional River Corridor planning framework. Representatives from all four jurisdictions agreed that this joint resolution should serve as an agreement to plan collaboratively along the Grand Valley River Corridor and to move forward with a multi-jurisdictional River Master Plan.

WHEREAS, the Grand River Valley Corridor holds significant ecological, recreational, and economic value for the communities of Mesa County, Grand Junction, Palisade, and Fruita; and

WHEREAS, the state of the river has been changing in recent years with more recreation and development along the river.

WHEREAS, it is recognized that the coordinated planning and management of the Grand River Valley Corridor is essential to preserving its natural beauty, enhancing recreational opportunities, and fostering sustainable development; and

NOW, THEREFORE, BE IT RESOLVED by Mesa County, and the municipalities of Grand Junction, Palisade, and Fruita, that:

RESOLVED, Mesa County, Grand Junction, Palisade, and Fruita agree to collaborate in the creation of a comprehensive River Corridor Master Plan.

RESOLVED, That the following vision statement shall be adopted by all parties to reflect the shared values of communities throughout the Grand Valley: *“The communities of the Grand Valley are committed to a science-driven approach to steward a resilient, vibrant, and healthy river corridor that supports the values of agriculture, habitat and wildlife, recreation, economic growth, and sustainable development benefiting today’s and future generations.”*; and

RESOLVED, it is deemed necessary for the RCI to facilitate and identify necessary funding and cost-share models in order to hire a contractor to facilitate the creation of a River Corridor Master Plan;

Party Agreement

We, the undersigned representatives of Mesa County, Grand Junction, Palisade, and Fruita, hereby agree to the terms outlined in this Joint Resolution and pledge our full cooperation and support towards the successful development and implementation of the Grand River Valley Corridor Master Plan.

Signed this ____ day of _____, 2024.

Commissioner, Mesa County

Mayor/Council Representative, Grand Junction

Mayor/Council Representative, Palisade

Mayor/Council Representative, Fruita

MEETING NOTES

MEETING: Grand Valley River Corridor Initiative:
Multi-Jurisdictional Planning Workshop #1
Mesa County Central Library, Grand Junction

DATE: November 7, 2023

Attendees

Jurisdictions:

Mark Mancuso – Fruita Parks & Recreation
Kimberly Bullen – Fruita Public Works
Sam Atkins – Fruita Engineering

Dave Gray – Palisade Public Works
Troy Ward – Palisade Parks & Facilities

Erik Borschel – Mesa County Public Works
Faye Hall – Mesa County Planning Department
Sean Norris – Mesa County Planning

Tamra Ailen – Grand Junction Community Development
Jenny Nitzley – Grand Junction Community Development
Trent Prall – Grand Junction Public Works
Dave Thornton - Grand Junction Planning
Tim Lehrbach – Grand Junction Planning

Core Team:

Rusty Lloyd - RCI
Joel Sholtes – RCI
Shannon Wadas – RiversEdge West
Mary Cornforth – Strategic by Nature
Beth Vogelsang – OV Consulting
Kat Hill – OV Consulting

Meeting Purpose and Schedule

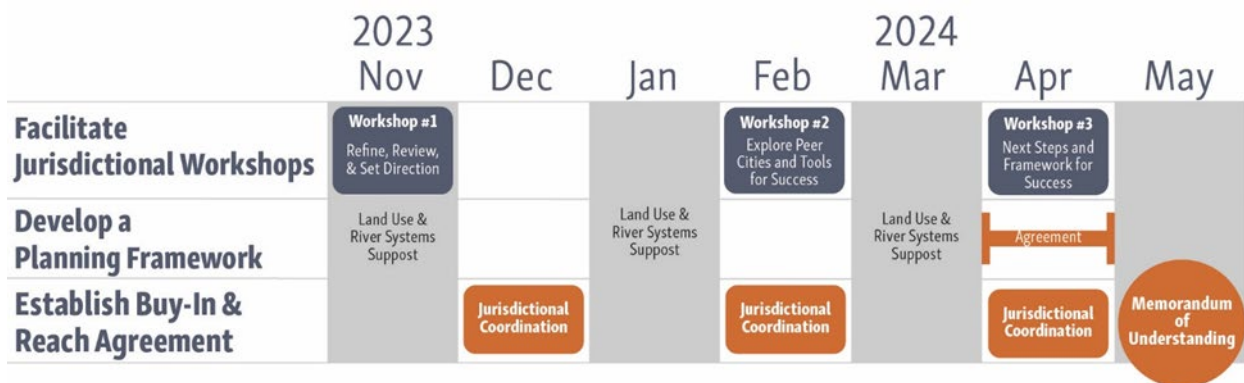
This meeting was the first in a series of three jurisdictional workshops to discuss the Grand Valley River Corridor and to achieve the following:

- Develop a coordinated approach to creating a shared vision for the river corridor
- Explore planning and management strategies for the corridor that align with the vision

- Inform the engagement process with the community
- Develop an agreed-upon planning framework and next steps

The agenda included a recap of the River Corridor Initiative, an introduction to the Planning Framework process, an update on recent Fluvial Hazard Mapping and a group exercise to share jurisdictional updates, identify key challenges or concerns and begin to identify core values or goals along the river corridor. (See Workshop #1 pdf for full presentation)

The following process schedule was shared with the group:



Group Exercise: Jurisdictional Updates, Challenges or Concerns

Each jurisdiction provided an update or identified key concerns they are currently facing along the river corridor. All input was captured through sticky notes and conversation.

Palisade

Updates

- Undergoing riverbank restoration @ Riverbend Park - Tamarisk and Russian Olive invasive species removal.
- Boat Launch improvement @ Harkey's
- Palisade Pipes and Laterals now managed by town (provides non-treated water for irrigation)
- Watershed / Water Quality improvements @ Rapid Creek
- Decommissioning Wastewater Treatment Plant at Sewer Lagoon to use Clifton Sewer - will consider re-development or restoration of the site and riparian habitat

Concerns/Challenges

- Palisade owns one square mile – we have a small footprint with limited influence
- Most property along the river is privately owned
- Residents are supportive and understanding about what is happening, after initial shock at sight of chainsaws removing invasive species
- Interested in partnerships to help with projects, particularly Palisade High School

- Current projects have limited crew size - RiversEdge West & Conservation Corp have been critical to getting this work completed.

Mesa County

Updates

- [One Riverfront Trail Planning Project](#) alternative analysis working with One Riverfront from Clifton to Palisade
- Hillslope Failure
- Remediation of 29 Road landslide on the south side of the river

Concerns/Challenges

- High prevalence of gravel quarries that are economic driver for unincorporated area
- Homeless population occupying the river
- Floodplain Management / Wildfire mitigation and emergency services
- Land Use Planning in residential and agricultural areas
- Development applications often trying to be close to the river and running into geologic and floodplain hazards. Several want to run camping or Airbnb businesses in floodplain.
- Interested in being involved / cooperating but depends on specific issue. In some cases elected officials don't need to be involved.
- View RCI as an opportunity to create a working partnership between governments, nonprofits, and private groups that have a vested interest in project. Need to identify who leads, who has resources and support for various projects as well as holistic feel of bigger picture and how the projects feed into that picture.
- How to be sustainable on your own and be supportive of each other?

Fruita

Updates

- Reactivate some of the river corridor, especially River Beach Property.
 - Currently site planning with developer for old Fruita Wastewater Treatment Plant
- Water Conservation and Land Use effort through Growing Water Smart Conference

Concerns/Challenges

- Linking project needs with funding sources
- Corridor connectivity – everything ends in Fruita
- Reservoirs
- Invasive species removal
- Wildfire mitigation
- Preserving city water rights
- Riverfront access currently limited - working to improve access, particularly a boat launch.
- Pedestrian connectivity around and near the river
- TMDLs and Irrigation Water Quality – E Coli (Adobe and Leach), Iron & Selenium (14 Drainages)

- Adobe, + Ridge, Creek, Tributaries, Not Colorado
- Water Conservation/Land Use
- [Mountain Water Properties](#)
- Hadn't yet heard of [Fluvial Hazard Zone Mapping](#)

Grand Junction

Updates

- New Development: Las Colonias, Dos Rios, The Eddy (private) demonstrates desire to be near river's edge
- New riverfront trail connections are being developed between Las Colonias and 29 Road.
- Land use plan was updated in 2020. The new plan identifies opportunities for underdeveloped properties and proximity to the river
- Sustainability Adaptation Plan is currently underway, including sections for water, natural resources, tree canopy, and habitat
- River trail upgrades are being completed in coordination with Colorado Parks and Wildlife on C ½ Road as well as other trails
- Study underway of Redlands Parkway from State Highway 340 to Riverside Parkway
- [Desert Rivers Collaborative](#) Memorandum of Understanding currently under consideration for re-signing

Concerns/Challenges

- Maintenance of Watson Island
- Private land use development and interaction with future planning efforts (Las Colonias, the Eddy, Dos Rios, mineral extraction, campgrounds, Air B& B's, etc. along the river)
 - Interested in densification in the Broadway to Redlands Parkway zone and further west
- Desire for access to the river and better utilization of River Trail Lakes State Park
- Unhoused individuals living along river present challenges to access, flow, development & safety
- Wildfire mitigation, habitat protection and endangered species must be balanced with human needs
- Water Volume and Flows (high and low water)
- Low-lying communities in the floodplain, such as Riverside Neighborhood (low-income)
- Redlands trail race, river (kayak park) and development at Connected Lakes State Park
- Interface with Army Corps & US Fish & Wildlife

Key Takeaways

The jurisdictions collectively discussed their core values around land use and the river corridor. All input was captured through sticky notes and conversation. The core themes and shared values identified through this conversation included:

- Ecological health, riparian habitat, and aquatic species are the top priority
- The river is a recreational asset and public amenity; recreational use in and along the river corridor, and recreational use “because” of the river
- The river is a spine; trail connectivity along the river and increased access to the river is critical
- Activation, economic development, and housing supply along the river are important aspects of the river’s edge
- Open space, viewsheds, and natural environment along the river should be integrated with river’s edge and influence development decisions (not a commercialized strip)
- Increased education, engagement, and awareness of all aspects of river health and use is important

Additional items for consideration and discussion included:

- Through this process, jurisdictions would like to establish baseline practices and goals for the river corridor that make municipal boundaries along the river nearly indistinguishable
- Public access to the river and land development must be balanced with environmental goals, such as protection of ecological habitat and endangered species
- With population growth, how can the river corridor be protected from the impacts of expansion of necessary public infrastructure and facilities (i.e. wastewater, intakes and treatment plants)?

Action Items

In an effort to further understand each jurisdiction’s objectives and concerns, the consultant team will meet with staff from each jurisdiction to review and verify the above notes. From there, the consultant team will develop a menu of planning framework tools to explore through the second jurisdictional workshop in January 2024. These tools will be aimed at alleviating concerns and challenges expressed during Workshop #1, while fostering the values expressed by the jurisdictions.

MEETING NOTES

MEETING: Grand Valley River Corridor Initiative:
Multi-Jurisdictional Planning Workshop #2
Mesa County Central Library, Grand Junction

DATE: February 6, 2024

Attendees

Fruita:

Kimberly Bullen – Fruita Public Works
Henry Hemphill – Fruita Planning & Development Department

Palisade:

Troy Ward – Palisade Parks & Facilities

Grand Junction

Dave Thornton - Grand Junction Planning

Mesa County

Erik Borschel – Mesa County Public Works
Faye Hall – Mesa County Planning Department
Carrie Gudorf – Mesa County Stormwater Management

RCI Core Team:

Rusty Lloyd - RCI
Joel Sholtes – RCI
Shannon Wadas – RiversEdge West
Mary Cornforth – Strategic by Nature
Beth Vogelsang – OV Consulting
Reese Shaw – OV Consulting

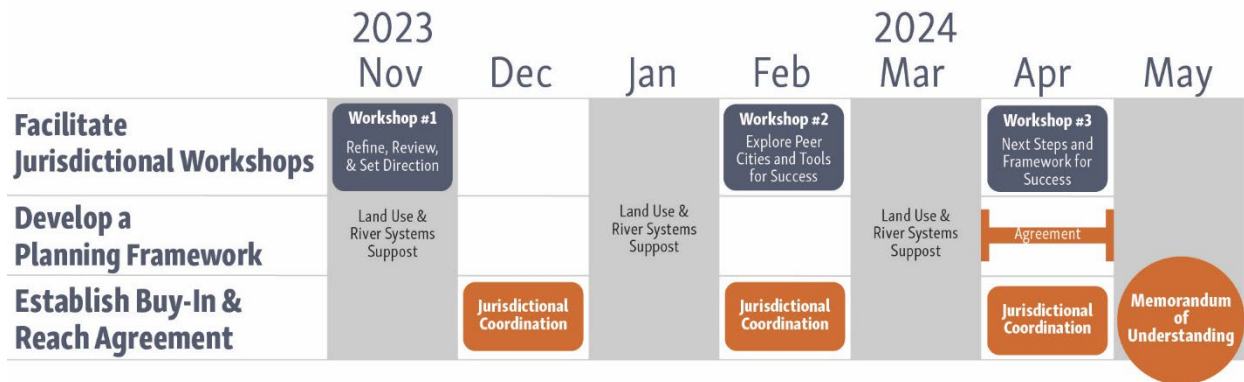
Meeting Purpose

The agenda for Workshop #2 consisted of:

1. Revising the Draft Vision Statement for the Grand Valley River Corridor
2. Exploring management tools & planning framework examples from peer cities
3. Discussion of a Joint Resolution and next steps

Project Schedule

The following process schedule was shared with the group:



Foundation for the Vision: Issues & Values

The project team captured key concerns from each jurisdiction during Workshop #1 and throughout subsequent follow-up meetings with each jurisdiction. The key issues listed below served as guidance for a visioning refinement exercise at the beginning of Workshop #2:

Key Issues:

- Watershed & Water Quality
- Removal of invasive species
- Restoration of river's edge
- Remediation of landslide, hillslope failure
- Floodplain management and wildfire mitigation concerns
- Water conservation and increasing land use
- Number of gravel ponds
- Changing land use along the river
- Lack of connectivity along river; limited access to riverfront or trails
- Lack of public access to river
- Growing recreational demand and use
- Increase in overnight stays along the river; B&B and camping
- Homeless population living along the river
- Safety
- Need for working partnerships to support projects of all kinds

Using the key issues as a foundation, the project team developed a list of potential values that might align with each jurisdiction's needs and conditions

Aligning Values:

- Ecological health, riparian habitat, and aquatic species are top priority
- The river is a recreational asset and public amenity; recreational use in and along, and recreational use "because" of the river;
- The river is a spine; trail connectivity along the river and increased access to the river is critical
- Activation, economic development, and housing supply along the river are important aspects of the river's edge.
- Open space, viewsheds, and natural environment along the river should be integrated with river's edge and influence development decisions (not a commercialized strip)
- Increased education, engagement, and awareness of all aspects of river health and use is important

Vision Statement Exercise

A visioning exercise was held to further refine the draft Vision Statement for the corridor. Attendees formed three groups to discuss shared values related to the river corridor and the wording for a Vision Statement. Some groups created Vision Statements that were detailed, outlining specific vision elements, while other groups approached the Vision Statement as something that should be broad, high-level, and long-term.

The following draft Vision Statement was provided during the exercise as an example for group discussion

Example Vision Statement:

"The people of the Grand Valley enjoy and live in harmony with the river, appreciating and stewarding the diverse benefits it brings to our economy, environment, and quality of life and maintaining and enhancing those benefits for future generations through actions that:

- ***Support the health of the river and its aquatic species;***
- ***Preserve and protect wildlife and riparian habitat;***
- ***Enable accessible active and passive recreation opportunities;***
- ***Ensure public access through connected trails and parks;***
- ***Integrate land use and economic opportunity sustainably and in context to the river."***

Group A developed their own vision statement by revising the example statement, while Groups B and C developed new lists of vision elements. The following are the verbatim revised Vision Statements and Vision Elements resulting from the exercise:

Group A:

Revised Vision Statement: *“The Grand Valley will commit to supporting a vibrant and healthy river corridor that benefits a diverse community of stakeholders for future generations”*

Vision Elements:

- *Water quality*
- *Floodplain*
- *Recreation*
- *Transportation*
- *Connection & infrastructure*
- *Maintain access*
- *Tourism*
- *Land use & development*
- *Give the river room (to move)*
- *Accessible & benefitting everyone*

Group B:

Vision Elements:

- *Activate areas with parks, open space and trails*
 - *Long-term vision*
- *Keep commercial out of the flood zone*
- *Cluster appropriate uses*
- *Initial considerations as projects come up*

Group C:

Vision Elements & Comments:

- *Add “terrestrial” to first point or change to “all wildlife systems” [in reference to the provided example vision statement]*
- *Explore creating sub areas for diverse uses, e.g. more urbanized vs passive natural*
 - *Sub areas would have a spectrum of high-intensity → low-intensity uses*
 - *Need for buffer zones, in perpetuity, among areas or sub areas of development*
- *Long-term vision and planning for a River Corridor*
- *Planning for “100 Years” or “The Next Century” or “Forever” along our rivers*
- *Safe (Access, Public Safety, Not Hazardous, Avoiding Development in the Fluvial Hazard Zone)*

Planning Framework Toolkit

Planning framework tools were presented in tiers, ranging in scale and regulatory strength, but ultimately decisions are up to jurisdictions on an individual level and were discussed with the group through the peer city examples shown below.

Tier 1: Broad Tools

- Multi-jurisdictional plan
- Mapping & Inventory
- Planning Guidance
- Resolution
- IGA

Tier 2: Intermediate Tools

- Regulations/Ordinances
- Conservancy/ Management Districts
- Design Guidelines
- Special Purpose Plans

Tier 3: Site-Specific Tools

- Sub-Area Plans
- Zoning
- Site-Specific Improvement

Peer City Examples:

- A. **Boise, Idaho Master Plan** - Moderately flexible plan that pairs together an ordinance, master plan, and management district.
- B. **San Diego River Park** - supplement to 14 community plans (multi-jurisdictional)
- C. **LA River Master Plan** - 51 miles through multiple jurisdictions
 - Created RIO - River Improvement Overlay District
 - Land use zoning overlay improved
 - Identified primary goals then broke into sections (guidance coupled with delineation).
 - 3-part governance structure: Foundation to write grants and receive monies, private for-profit development corporation to beneficial projects from land use side for economic benefit, governance authority - coordinated management.
- D. **Chicago River Design Guidelines** - More authority than LA, zone district for entire river corridor. Less discretion.
- E. **Georgia Multi-Jurisdictional Trail Framework** - Flexible, more like guidance, focus on trail recreational framework and economic vitality of tourism .
- F. **CO Springs - Ordinance + Design Guidelines** (single jurisdiction example) - Identifies 3 tiers of stream typologies, each having unique design guidelines.

- G. **Ft, Collins** - Similar framework to CO Springs but greater focus on ecology. Master Plan was not part of their picture
- H. **Denver/South Platte** - No encompassing Master Plan, but The Healthy River Corridor Study created 200 ft. influence zone, adopted through Dept of Transportation and Infrastructure Rules and Regulations
- I. **Miami, Ohio** - Miami Conservancy District used as governing body to increase flood resiliency
- J. **San Antonio Riverwalk Master Plan** – Specific planning area that fits into part of a larger stormwater management system

Outcomes & Next Steps

Representatives from each jurisdiction discussed their preferences towards next steps in the planning process. All four jurisdictions were receptive towards using a Joint Resolution to serve as an agreement to plan collaboratively along the Grand Valley River Corridor. There was also significant interest in using the Joint Resolution as a foundation for future master planning efforts along the river corridor.

The identification of a Working Group within the Joint Resolution was briefly discussed, although specific details were not elaborated on. It should also be noted that there was an interest in establishing programs to increase awareness and education around the Grand Valley River Corridor through any future efforts.

Action Items:

1. OV to develop a revised Vision using input from Workshop #2
 - a. Send revised Vision to RCI Core Team for review prior to RCI Advisory Council Meeting (February 29th) & add new Vision to RCI website after input from the Advisory Council.
2. OV to draft a memorandum for jurisdictions summarizing RCI's mission, the direction of the planning framework, and the details of a Resolution/MOU to support jurisdictional briefings.
3. Craft draft language for a Joint Resolution, MOU, etc.

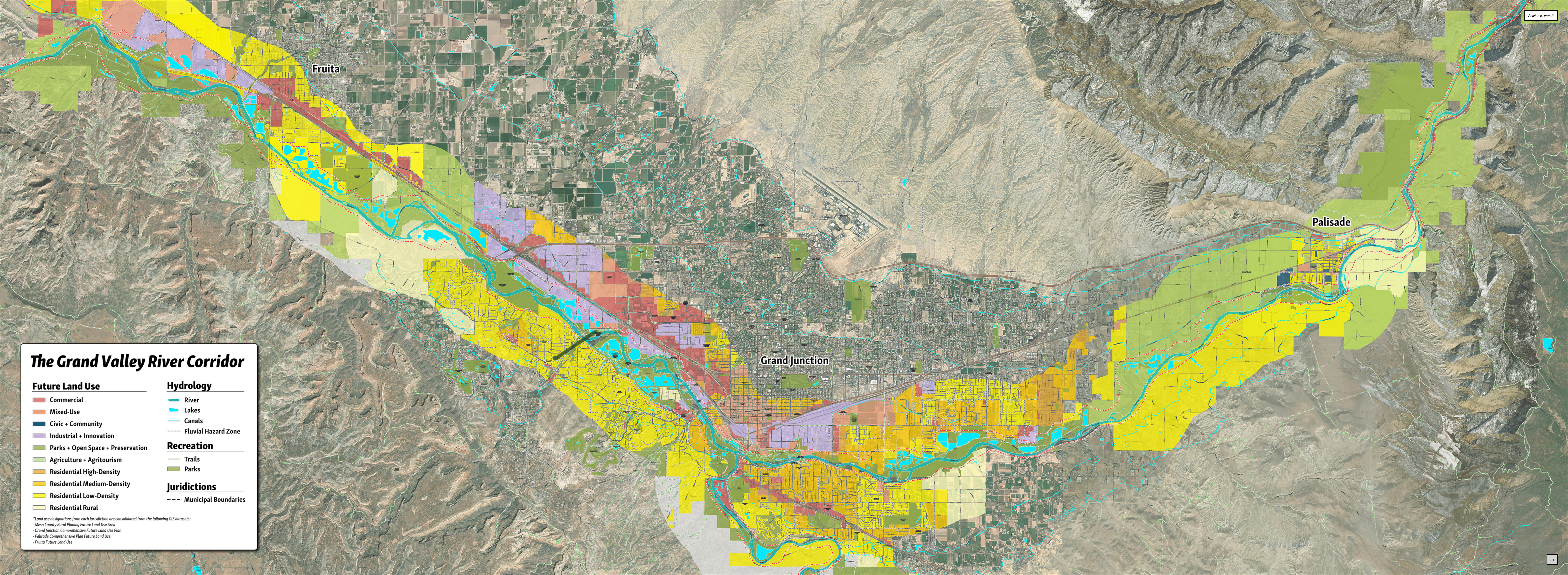
Joint Resolution Discussion Notes:

- Resolution needs to be about cooperative planning and the intention to enter into a cooperative planning agreement.
- This is a starting point to think collectively, to get out ahead and preserve a currently healthy river.
- A joint resolution is possible, have been successful with other efforts - intent to plan collaboratively.
- Identify River Influence Zone - a good community awareness tool, task of Master Plan is to articulate actual zone.

Master Plan Discussion Notes:

- A master plan would identify goals and categories that impact the river.
- A master plan would supplement or be an amendment to jurisdictional plans.
- Over time, zoning is adjusted to reflect priorities identified in the Master Plan.
- Master Plan distinguishes between the health of the river and the health of the community - they are very different things and stay with each community.

- Process and components can be delineated in the Master Plan. Identify the trigger for concern or actions. Trigger varies by community.
- How do you deal with things already in place in the identified zone?
 - Changes occur over time as opportunity arises



The Grand Valley River Corridor

- | | |
|-----------------------------------|----------------------|
| Future Land Use | Hydrology |
| Commercial | River |
| Mixed-Use | Lakes |
| Civic + Community | Canals |
| Industrial + Innovation | Fluvial Hazard Zone |
| Parks + Open Space + Preservation | Recreation |
| Agriculture + Agritourism | Trails |
| Residential High-Density | Parks |
| Residential Medium-Density | Jurisdictions |
| Residential Low-Density | Municipal Boundaries |
| Residential Rural | |

*Land use designations from each jurisdiction are consolidated from the following GIS datasets:
 - Meso County Rural Planning Future Land Use Area
 - Grand Junction Comprehensive Future Land Use Plan
 - Palisade Comprehensive Plan Future Land Use
 - Fruita Future Land Use



FRUITA

COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: SHANNON VASSEN, ASSISTANT CITY MANAGER

DATE: JUNE 17, 2024

AGENDA TEXT: RESOLUTION 2024-18 – Approving A Three-Year Agreement with Xpress Bill Pay for Processing Online Utility Payments and Paperless Utility Billing and Authorizing the City Manager to Execute the Agreement.

BACKGROUND

Staff has been evaluating how to improve utility billing for customers, specifically through offering residents the ability to enroll in paperless utility billing statements and providing them with an online account that can be accessed at any time and where payments can be made. The ability to offer paperless utility billing statements is a goal of the City Council and administrative staff. After evaluating several options for these features, staff is recommending that the City of Fruita utilize Xpress Solutions, commonly known as Xpress Bill Pay, to improve utility billing for residents. The purpose of this agenda item and resolution is to approve the attached three-year agreement with Xpress Solutions for the software, and to authorize the City Manager to execute the agreement.

Currently, all households and businesses in Fruita that are served by municipal utilities receive a paper statement each month. To pay that bill, these customers have a number of options that include authorizing direct bill pay (through monthly charges to a bank account), paying online with the Credit/Debit Card or eCheck through a third-party processor, cash or check in person at the Fruita Civic Center, or through mail and payment drop boxes. The balance of each account (if not current) usually has to be provided through a staff member either in-person or over the phone. There is also no way for residents to opt of receiving a paper utility billing statement as there are no online accounts for each residence or business.

Earlier this year, the Administration Department updated the City’s Finance and Accounting System to a cloud-based system which provides a wide array of new functionality including improvements specifically for customers. One of those improvements is the ability to partner with Xpress Bill Pay for utility billing. This is the same system that is used by Ute Water and other agencies throughout Mesa County, so residents are likely already familiar with it. Through partnering with Xpress Bill Pay, residents and businesses will receive the following benefits:

- The ability to create an online account, see balances in real time, and make payments through that account.
- Enroll in paperless statements.
- Pay by text and also check balances via text.

- Access to a website can be accessed on mobile devices and users may also be able to download an app.
- Set up automatic monthly payments without having to fill out a form at the Civic Center.
- Other benefits.

With these benefits in mind, and because Xpress Bill Pay integrates with the City's Finance and Accounting software, staff is recommending approval of the attached agreement to transition the City's utility billing system. It should be noted that a few pages of the agreement have been removed because they have been marked as confidential by the vendor and deal with terms of use and customer bank account information. If approved, there is a two to three-month lead time on making the transition. This lead time will allow staff to communicate the change and publish an article on it to all residents in the Fall City Link.

FISCAL IMPACT

There is a fiscal impact to approving this agreement. It is estimated that implementation costs for the change will be between \$4,000 - \$5,000 in one-time costs this year. Additionally, there will be around \$300 - \$400 per month in ongoing costs for the service, or around \$4,800 per year. However, with the number of the residents that may opt for paperless utility billing statements, this could actually decrease the costs spent on utility bills, along with staff time. For example, administrative staff currently spends \$2,000 per month on postage for utility billing, and \$2,500 per year for printing of cards. Providing paperless options will decrease these numbers in addition to the time spent preparing and mailing the statements. Funds will have to be appropriated for the one-time costs at the time of implementation and Council will have full authority to approve or deny that request. There will also be a slight increase in costs of transaction fees to residents compared to the current system.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

Both the City Council and staff are interested in making this change as it is believed it will be a benefit to residents and businesses through making it easier when dealing with utility billing. This helps the economic health of the City while continuing to provide essential core services such as utilities.

OPTIONS AVAILABLE TO THE COUNCIL

- Approve Resolution 2024-18, Approving A Three-Year Agreement with Xpress Bill Pay for Processing Online Utility Payments and Paperless Utility Billing, and Authorizing the City Manager to Execute the Agreement.
- Advise staff to revise the agreement/vendor selection and bring back at a different date.

RECOMMENDATION

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

APPROVE RESOLUTION 2024-18, APPROVING A THREE-YEAR AGREEMENT WITH XPRESS BILL PAY FOR PROCESSING ONLINE UTILITY PAYMENTS AND PAPERLESS UTILITY BILLING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

RESOLUTION 2024-18

A RESOLUTION APPROVING A THREE-YEAR AGREEMENT WITH XPRESS BILL PAY FOR PROCESSING ONLINE UTILITY PAYMENTS AND PAPERLESS UTILITY BILLING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, it is a goal of the Fruita City Council to update the City’s utility billing processes,

WHEREAS, this goal includes providing residents and businesses who receive municipal utilities the ability to pay online for services and opt out of receiving paper statements,

WHEREAS, staff has evaluated software related to efforts and have recommended the City of Fruita utilize Xpress Bill Pay for these services,

WHEREAS, the attached three-year agreement with Xpress Bill Pay will provide these services along with others for residents and businesses,

WHEREAS, it is the intent of this resolution to approve that agreement and provide the City Manager with the authority to execute the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO AS FOLLOWS:

Section 1: The City Manager is hereby authorized to execute and sign the attached Service Agreement with Xpress Solutions.

**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL
THIS 17TH DAY OF JUNE, 2024**

ATTEST:

Cityof Fruita

Margaret Sell, City Clerk

Matthew Breman, Mayor



Order Form: Q-27203-1
Date: 4/25/2024, 9:37 AM
Expires On: 6/9/2024

Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
 MacKenzie Erickson
 City of Fruita, CO
 325 E. Aspen
 Fruita, Colorado 81521
 merickson@fruita.org

Bill To:
 Margaret Sell
 City of Fruita, CO
 325 E. Aspen
 Fruita, Colorado 81521
 msell@fruita.org

Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "Parties" and each individually as a "Party."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Accepted by:
City of Fruita, CO

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
Fees

Initial Configuration Fees			
PRODUCT	DESCRIPTION	ASSESSED TO	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	Assessed to Customer	USD 2,200.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	Assessed to Customer	USD 550.00

Transaction Fees		
PRODUCT	ASSESSED TO	RATE PER TRANSACTION
*Credit/Debit Card Transactions	Assessed to End Users	3.00% of the transaction amount + USD 0.65
EFT Transactions	Assessed to End Users	USD 2.00
EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	Assessed to Customer	USD 6.25
Bank Bill Pay Transactions	Assessed to Customer	USD 0.59
Toll Free IVR Surcharge	Assessed to End Users	USD 1.25
Toll Free Operator Assisted Surcharge	Assessed to End Users	USD 2.00
Pay by Text Surcharge	Assessed to End Users	USD 0.00

Maintenance & Support	
PRODUCT	ASSESSED TO
Monthly Support & Hosting - \$0.055 per customer bill. Minimum \$100.	Assessed to Customer
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account	Assessed to Customer

Hardware				
PRODUCT	ASSESSED TO	RATE	QTY	NET PRICE
USB Card Reader	Assessed to Customer	USD 85.00	1	USD 85.00

**There will be a maximum transaction amount of \$500.00 per credit/debit payment*

Section 6, Item G.

Special Order/Invoicing Terms (if any):



FRUITA

COLORADO

AGENDA ITEM COVER SHEET

TO: Fruita City Council and Mayor

FROM: Planning & Development Department

DATE: June 17, 2024

AGENDA TEXT: RESOLUTION 2024-19, A Resolution of the Fruita City Council approving the final release of the Subdivision Improvements Agreement and Development Improvements Agreement for Filing 1 of the Iron Wheel Subdivision.

BACKGROUND

This is a request for approval for a final release of both the Subdivision Improvements Agreement (SIA) and the Development Improvements Agreement (DIA) for Filing 1 of the Iron Wheel Subdivision. The SIA covers the interior subdivision improvements, and the DIA covers the off-site improvements related to 19 Road. The City Council approved both the SIA and DIA in August 2019 and approved the 1st Release of these agreements on May 3, 2022, starting the required 2-year warranty period. At the conclusion of the 2-year warranty period, City staff conducted an on-site inspection of the required public improvements and finds them to be free from defects in materials and workmanship and authorize the final release of both agreements.

FISCAL IMPACT

There are no additional fiscal impacts related to the final release. The city took ownership of the public improvements with the 1st Release on May 2, 2022.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The process of approving subdivisions, improvements agreements and accepting the public improvements 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 THE COUNCIL

1. Approve Resolution 2024-19.
2. Direct staff to research any area of the improvements on which Council has concerns or questions.

RECOMMENDATION

It is the recommendation of Staff that the Council by motion:

**APPROVE RESOLUTION 2024-19, A RESOLUTION APPROVING THE FINAL
RELEASE OF THE SUBDIVISION IMPROVEMENTS AGREEMENT AND
DEVELOPMENT IMPROVEMENTS AGREEMENT FOR FILING 1 OF THE IRON
WHEEL SUBDIVISION.**

RESOLUTION 2024-19

A RESOLUTION OF THE FRUITA CITY COUNCIL APPROVING THE FINAL RELEASE OF THE SUBDIVISION IMPROVEMENTS AGREEMENT AND DEVELOPMENT IMPROVEMENTS AGREEMENT FOR FILING 1 OF THE IRON WHEEL SUBDIVISION.

WHEREAS, the developer of the Iron Wheel Filing 1 Subdivision project entered into a Subdivision Improvements Agreement and Development Improvements Agreement recorded in the records of the Mesa County Clerk and Recorder (reception #2989279 and reception #2989278) to guarantee that required improvements would be completed within a certain time period, and

WHEREAS, the 1st release of the funding guarantee for the required improvements and the start of the required two-year warranty period was approved by the City Council on May 2, 2022, and

WHEREAS, the two-year warranty period has lapsed since acceptance of the improvements and they have been found by city staff to be free of defects in materials and workmanship or other problems.

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

THAT the Iron Wheel Filing 1 Subdivision is released from both the Subdivision Improvements Agreement and Development Improvements Agreement including the two-year warranty period.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FRUITA, COLORADO THIS 17TH DAY OF JUNE 2024.

ATTEST:

City of Fruita

Margaret Sell, City Clerk

Matthew Breman, Mayor

MEMORANDU

Section 6, Item H.

FRUITA COLORADO

325 East Aspen
Suite 155
Fruita, CO 81521

P 970.858.3663
F 970.858.0210
www.fruita.org



DATE: June 11, 2024
TO: Fruita Planning Department
FROM: John Vasey, Fruita Engineering Department
SUBJECT: Iron Wheel Filing 1, Final Release

On Thursday, May 30, 2024 the Engineering Department performed an inspection of Iron Wheel Subdivision, Filing 1 for the purpose of determining Final Acceptance.

The Engineering Department found the project eligible for Final Acceptance, as all deficiencies identified in prior inspections have been satisfactorily completed.

Please feel free to contact me, if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "John Vasey". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John Vasey, P.E.
Civil Engineer

CITY MANAGER
970.858.3663

CITY CLERK/FINANCE
970.858.3663

COMMUNITY
DEVELOPMENT
970.858.0786

MUNICIPAL COURT
970.858.8041

POLICE DEPARTMENT
970.858.3008

ENGINEERING
970.858.8377

HUMAN RESOURCES
970.858.8373

PUBLIC WORKS
970.858.9558

PARKS/RECREATION
970.858.0360

WASTEWATER
TREATMENT FACILITY
970.858.4081



FRUITA

COLORADO

AGENDA ITEM COVER SHEET

TO: Fruita City Council and Mayor

FROM: Dan Caris – Planning & Development Director

DATE: June 17, 2024

AGENDA TEXT: RESOLUTION 2024-20 – A Resolution Authorizing the City Manager To Sign An Amendment To The Memorandum Of Understanding With 2 Forks Ventures, Inc To Extend The One-Year Exclusive Right To Negotiate A Public-Private Partnership Agreement To Develop Certain City-Owned Property

BACKGROUND

For the past year, the City of Fruita has been working with 2 Forks Ventures, Inc (“Developer”) with the goal of pursuing a public private partnership to develop the Lagoon property. The two partners entered into a Memorandum of Understanding (“MOU”) on June 20, 2023. This MOU agreement between the City and Developer merely describes the working relationship and responsibility of each entity. The agreement contemplates certain site related due diligence that would be needed to determine the viability of pursuing development of the site. The MOU lists out specifically what each entity will be responsible for completing, with a 1-year exclusive right from the date of this agreement to negotiate a Public and Private Partnership, (“PPP”) Agreement acceptable to the City to achieve a development proposal for the Property.

The attached resolution and amendment (Exhibit A) extends the period of the exclusive right to negotiate by three months, from June 20, 2024 to September 20, 2024. Additionally, the original MOU is attached as Exhibit B.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

The City of Fruita is focused on actions that positively influence the quality of place, economic health, and lifestyle of the community. These outcomes are built upon a base of providing quality core services that are expected by the City’s residents, businesses, and visitors.

The 2020 Fruita in Motion: Comprehensive Plan establishes the Innovation/Flexibility Zone as the future land use classification for the Lagoon property. The Lagoon parcels are currently zoned Community Services Recreation, (“CSR”) and possess proximity to both downtown and commercial areas. It has a recently completed paved trail that runs through it, connecting the downtown area and nearby neighborhoods to the Colorado River and recreation opportunities on the south side of the highway. The area still has many barriers to development such as limited road access. It will likely take a large master development to overcome the cost of these barriers. Live/workspace and light manufacturing/retail co-spaces are some of the ideas imagined for this area, with ample access to the Colorado River. Innovative multifamily residential could also be appropriate here. This area could be considered for multiple types of underlying zoning to give it maximum flexibility for development.

FINANCIAL IMPACT

Any financial obligation which the City determines to undertake will be subject to prior appropriation by the City Council.

OPTIONS AVAILABLE TO THE COUNCIL

- Authorize the City Manager to Sign an Amendment to the MOU with 2 Forks Ventures, Inc to Extend the Exclusive right to negotiate a public-private partnership agreement to develop certain city-owned property.
- Take no action.

STAFF RECOMMENDATION

APPROVE RESOLUTION 2024-20: A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH 2 FORKS VENTURES, INC TO EXTEND THE ONE-YEAR EXCLUSIVE RIGHT TO NEGOTIATE A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT TO DEVELOP CERTAIN CITY-OWNED PROPERTY

RESOLUTION 2024-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH 2 FORKS VENTURES, INC TO EXTEND THE ONE-YEAR EXCLUSIVE RIGHT TO NEGOTIATE A PUBLIC-PRIVATE PARTNERSHIP AGREEMENT TO DEVELOP CERTAIN CITY-OWNED PROPERTY

WHEREAS, the City of Fruita, Colorado (the “City”) previously entered into a Memorandum of Understanding (the “MOU”) with 2 Forks Ventures, Inc (the “Developer”) to set forth the Developer and the City’s understanding with respect to the possible development of certain real property owned by the City and located within the boundaries of the City as described in Exhibit A to the MOU (the “Property”); and

WHEREAS, the MOU provides that the Developer shall have a one-year exclusive right from the date of the MOU to negotiate a Public Private-Partnership Agreement (“PPP Agreement”) acceptable to the City to achieve a development proposal for the Property; and

WHEREAS, the City and the Developer have been working together in good faith to negotiate a PPP Agreement, but such negotiations will not be complete before the Developer’s exclusive right expires under the terms of the current MOU; and

WHEREAS, the City desires to enter into a First Amendment to Memorandum of Understanding (the “First Amendment”), in substantially the form attached hereto as Exhibit A, in order to extend the period during which the Developer has an exclusive right to negotiate a PPP Agreement acceptable to the City to achieve a development proposal for the Property.

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

Section 1. Recitals Incorporated. The foregoing recitals are hereby incorporated by reference and adopted as findings and determinations of the City Council.

Section 2. Approval of First Amendment. The City Council hereby approves the First Amendment to Memorandum of Understanding in substantially the form attached hereto as Exhibit A; provided, however, such First Amendment to Memorandum of Understanding may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution and as the City Manager shall approve; the execution thereof being deemed conclusive approval of any such changes by the City. The City Manager is hereby authorized and directed to execute the First Amendment to Memorandum of Understanding for the City.

Section 3. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL THIS 17TH DAY OF JUNE, 2024.

CITY OF FRUITA, COLORADO

Matthew Breman, Mayor

ATTEST:

Margaret Sell, City Clerk

EXHIBIT A

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (this “First Amendment”), dated June __, 2024, is between 2 Forks Ventures, Inc (the “Developer”), with an address at PO Box 2050, Carbondale, Colorado 81623, Attention: Gavin Brooke, and the City of Fruita, Colorado (the “City”), with an address at 325 E. Aspen Avenue, Fruita, Colorado 81521, Attention: City Manager.

RECITALS

WHEREAS, the City and the Developer previously entered into a Memorandum of Understanding (the “MOU”) to set forth the Developer and the City’s understanding with respect to the possible development of certain real property owned by the City and located within the boundaries of the City as described in Exhibit A to the MOU (the “Property”); and

WHEREAS, the MOU provides that the Developer shall have a one-year exclusive right from the date of the MOU to negotiate a Public-Private Partnership Agreement (“PPP Agreement”) acceptable to the City to achieve a development proposal for the Property; and

WHEREAS, the City and the Developer have been working together in good faith to negotiate a PPP Agreement, but such negotiations will not be completed before the Developer’s exclusive right expires under the terms of the current MOU; and

WHEREAS, the City and the Developer desire to enter into this First Amendment in order to extend the period during which the Developer has an exclusive right to negotiate a PPP Agreement acceptable to the City to achieve a development proposal for the Property.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. MOU. The MOU is hereby amended by this First Amendment to the extent provided herein and, except as specifically provided herein, the MOU shall remain in full force and effect in accordance with its terms.

2. Exclusive Right to Negotiate. The Developer shall have an exclave right from the date of the MOU until September 20, 2024, to negotiate a PPP Agreement acceptable to the City to achieve a development proposal for the Property. The parties agree to work together in good faith to agree to a PPP Agreement.

3. Assignment. The Developer may assign the MOU, as amended by this First Amendment, and the rights associated to another entity for the purpose of developing the Property. Any assignment is subject to the City’s agreement.

4. Counterparts. This First Amendment may be executed in counterparts and/or facsimile counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

5. Governing Law. The laws of the State of Colorado shall govern this First Amendment.

IN WITNESS WHEREOF, the parties hereto have set forth their respective hands as of the date first written above.

DEVELOPER:
2 FORKS VENTURES, INC a Colorado Corporation

By: _____
Name: Gavin Brooke
Title: President

CITY:
CITY OF FRUITA

By: _____
Name: Mike Bennett
Title: City Manager

Butler Snow Draft: 5.11.2023

2FV Redlines: 5.17.2023

DC Bluelines: 5.17.23

2FV Redlines: 05.26.23

Butler Snow 5.30.23

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum"), dated June ___, 2023, is between 2 Forks Ventures, Inc (the "Developer"), with an address at PO Box 2050, Carbondale, Colorado 81623, Attention: Gavin Brooke, and the City of Fruita, Colorado (the "City"), with an address at 325 E. Aspen Avenue, Fruita, Colorado 81521, Attention: City Manager. This Memorandum sets forth the understanding of the Developer and the City with respect to the possible development of certain real property owned in whole or in part by City and located within the boundaries of the City as described in Exhibit A (the "Property").

The Property is described more fully as follows: There are six parcels located at the west end of Raptor Road and bounded by I-70 on the north, the Colorado River & Little Salt Wash on the west, the James M. Robb Colorado River State Park to the south, and commercial land uses to the east and the Colorado River to the west. The major portion of the subject property includes a 25.15-acre parcel owned by the City that served as the location for sewer lagoons from 1967 to 2011, when a new sewer treatment facility was constructed further west. These sewer lagoons have since been fully decommissioned and cleaned up to an environmentally safe condition. This parcel now consists primarily of undeveloped land with four large depressions remaining with the surrounding grounds being used for outdoor storage and a small tree farm. In addition to the Lagoon parcel, the City also has partial ownership in over 15 acres of adjacent vacant land comprised of 4 parcels along the Little Salt Wash in partnership with Mesa and/or the Colorado Riverfront Foundation. These properties were acquired for the construction of the Little Salt Wash Trail which was completed in 2016 and serves as a vital segment of the Colorado Riverfront Trail system that is continuing to expand. On the west end of the Property there is a 12.16 acre parcel owned by Chevron USA, Inc. It is understood that the City of Fruita is in the process of acquiring the parcels described above to be included in the Property. See the attached Exhibit A depicting the properties.

The City and the Developer wish to pursue a public-private partnership for the possible development of the Property. The City has previously adopted the Fruita Lagoon Site Redevelopment Concept Plan date January 17, 2017 (the "Concept Plan"). The Concept Plan includes a mixed use development, coupled with ample public amenities that creates viable river access.

The Developer possesses the relevant experience in commercial and residential real estate development, collaboration with public entities, marketing, branding, and/or managing projects of a similar size, scope, and nature.

The purpose of this Memorandum is to describe certain preliminary actions that the City and Developer wish to pursue at this time in connection with the possible development of the Property as follows:

1. The Developer will:
 - a. Meet with the City to establish a shared vision and shared goals for the development of the Property.
 - b. Assess the market for various uses of the Property and produce a market report.
 - c. Develop a Conceptual Proposed Private Development Plan.
 - d. Provide conceptual pricing for the project.
 - e. Provide a presentation to the City Council as the conclusion to the Due Diligence and Conceptual planning process.
 - f. Other items as needed.

2. The City will:
 - a. Provide a Floodplain Analysis
 - b. Provide a Wetlands Delineation
 - c. Provide a topographic survey of the property.
 - d. Other items as needed.

3. The City and Developer will jointly:
 - a. Review and address Title issues
 - b. Propose Public Amenities
 - c. Review utility and infrastructure feasibility and costs.
 - d. Develop a Conceptual Site Plan for Public and Private Development.
 - e. Other items as needed.

The Developer and the City shall bear the costs of their respective deliverables as outlined above. Where there are additional deliverables identified as necessary in this process the cost sharing shall be agreed upon in advance with City Staff with the general principle being – those costs that are for the long term benefit of the City owned Property (such as mapping, surveys and title work) shall be borne by the City and those costs that are specific to the development proposal (such as market studies, conceptual vertical construction pricing, and presentations) shall be borne by the Developer. Those costs that shall benefit both City and Developer (such as proposed development plans, public amenity design, and conceptual infrastructure cost estimates) shall be shared equitably. All costs shall be carried forward into each party's respective contributions in any future agreement. Any financial obligation which the City determines to undertake will be subject to prior appropriation by the City Council.

The Developer and the City anticipate that if the preliminary work contemplated in by this Memorandum shows that development of the Property meets the shared vision and goals of the City and Developer and is financially viable, the Developer and City intend to negotiate a definitive public-private partnership agreement (the "PPP Agreement").

The Developer shall have a 1-year exclusive right from the date of this agreement to negotiate a PPP Agreement acceptable to the City to achieve a development proposal for the Property. The parties agree to work together in good faith to agree to a PPP Agreement.


The Developer may assign this agreement and the rights associated to another entity for the purpose of developing this property. Any assignment is subject to the City's agreement.

This Memorandum may be executed in counterparts and/or facsimile counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.


The laws of the State of Colorado shall govern this Memorandum.


IN WITNESS WHEREOF, the parties hereto have set forth their respective hands as of the date first written above.

DEVELOPER:
2 FORKS VENTURES, INC a Colorado Corporation

By: 
Name: Gavin Brooke
Title: President

CITY:
CITY OF FRUITA

By: 
Name: Mike Bennett
Title: City Manager


Christa Yamashita

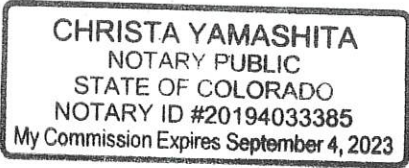
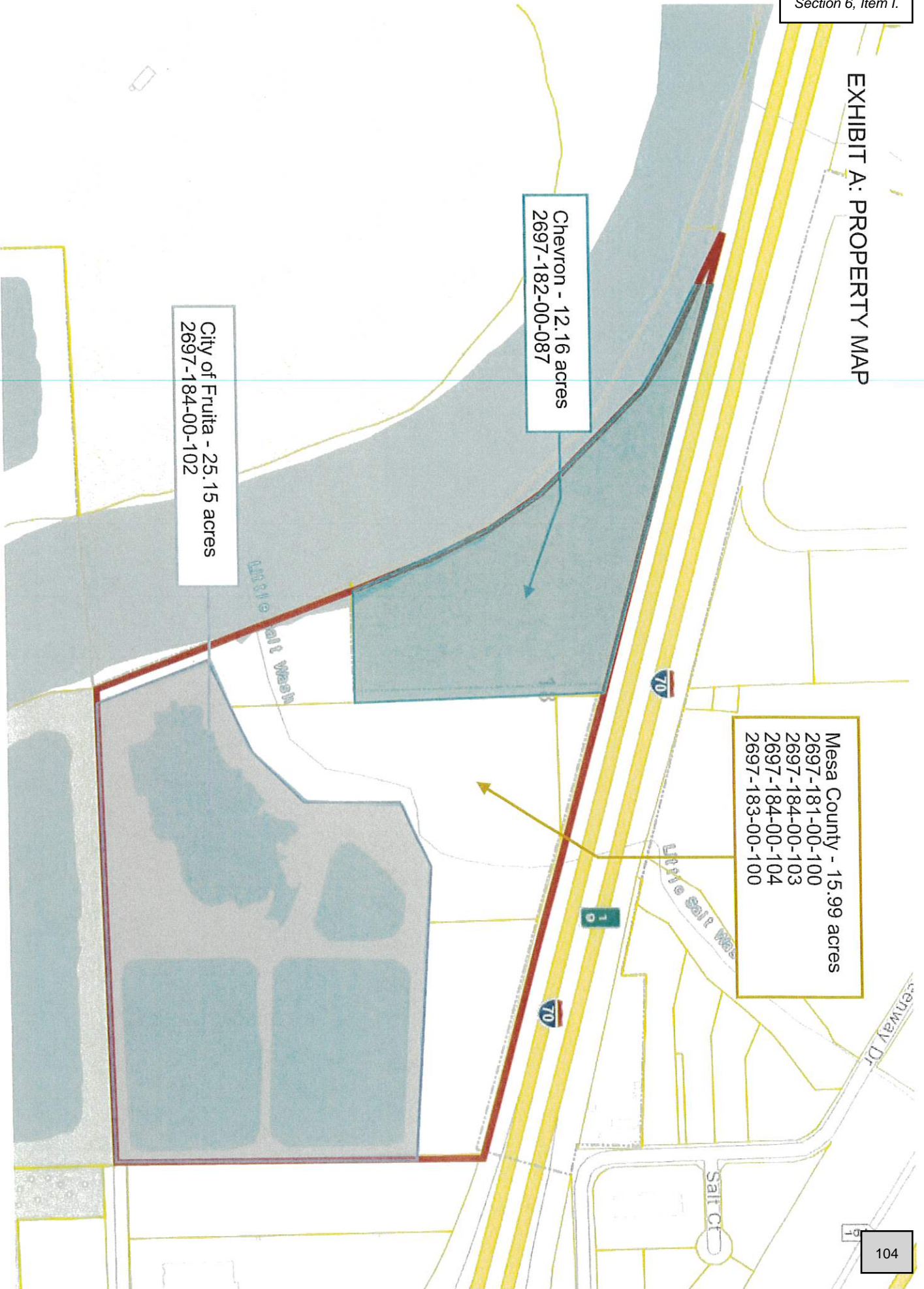


EXHIBIT A: PROPERTY MAP





FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK

DATE: JUNE 17, 2024

AGENDA TEXT: SPECIAL EVENT LIQUOR PERMIT APPLICATION – A request to approve an application from the Museums of Western Colorado to provide alcoholic beverages at the “Dinos on the Rocks” fundraiser event on Saturday, August 3, 2024 from 5:30 – 10:00 p.m. at Dinosaur Journey located at 550 Jurassic Court – *Deputy City Clerk Deb Woods*

BACKGROUND

The Museums of Western Colorado has filed an application to be granted a Special Event Liquor Permit to provide alcoholic beverages for the “Dinos on the Rocks” fundraiser event at the Dinosaur Journey Museum on Saturday, August 3, 2024 from 5:30 to 10:00 p.m.

State law allows any municipality, county, or special district to apply for a Special Events Liquor Permit, and the Fruita City Council adopted Resolution 2011-32, which authorizes the Local Licensing Authority to issue Special Events Liquor Permits to qualifying organizations and political candidates without sending the application to the State Authority for approval.

The City of Fruita requires that the applicant submit a narrative addressing specific issues related to the Special Events Permits. The application, narrative, diagram, summary of the Lease Agreement between the Museums of Western Colorado (Dinosaur Journey) and the City of Fruita, Fruita Police Department Memorandum and Certificate of Liability Insurance are attached.

The diagram of the licensed premises submitted with the application controls the area in which alcohol may be sold or consumed and should be strictly adhered to.

FISCAL IMPACT

None.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

N/A

OPTIONS AVAILABLE TO THE COUNCIL

1. Approval of the special events permits for the Museums of Western Colorado “Dinos on the Rocks” fundraiser event
2. Denial of the special events permits

RECOMMENDATION

IT IS THE RECOMMENDATION OF STAFF THAT THE COUNCIL BY MOTION:

- **APPROVE THE APPLICATION FOR THE SPECIAL EVENTS PERMIT FOR THE MUSEUMS OF WESTERN COLORADO TO PROVIDE ALCOHOLIC BEVERAGES DURING THE “DINOS ON THE ROCKS” FUNDRAISER EVENT ON SATURDAY, AUGUST 3, 2024 FROM 5:30 – 10:00 PM SUBJECT TO THE FOLLOWING CONDITIONS:**
 1. **APPLICANT WILL DISCONTINUE SERVING ALCOHOL AT 9:30 PM TO ALLOW PATRONS 30 MINUTES TO FINISH BEVERAGES AND LEAVE THE AREA.**
 2. **ALL ALCOHOL WILL SECURED AND REMOVED BY 10:00 PM.**
 3. **NO ALCOHOL SHALL BE BROUGHT INTO OR OUT OF THE LICENSED PREMISES.**
 4. **THE LICENSEE IS SOLELY RESPONSIBLE FOR CONTROL OF THE LICENSED PREMISES IN REGARDS TO ALCOHOL POSSESSION, CONSUMPTION AND ADHERENCE TO STATE AND MUNICIPAL LIQUOR LAWS.**

RECOMMENDED MOTION:

- **APPROVE THE APPLICATION FOR THE SPECIAL EVENTS LIQUOR PERMIT FROM THE MUSEUMS OF WESTERN COLORADO TO PROVIDE ALCOHOLIC BEVERAGES DURING THE “DINOS ON THE ROCKS” FUNDRAISER EVENT AT THE DINOSAUR JOURNEY MUSUEM LOCATED AT 550 JURASSIC COURT ON SATURDAY, AUGUST 3, 2024 FROM 5:30 – 10:00 PM SUBJECT TO THE CONDITIONS STATED BY STAFF.**

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <p style="text-align: center;">Museums of Western Colorado</p>	State Sales Tax Number (Required) <p style="text-align: center;">98-04494-0000</p>
--	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 462 Ute Avenue Grand Junction, CO 81501	3. Address of Place to Have Special Event (include street, city/town and ZIP) 550 Jurassic Court Fruita, CO 81521
---	---

4. Authorized Representative of Qualifying Organization or Political Candidate <p style="text-align: center;">Julia McHugh</p>	Date of Birth <p style="text-align: center;">07/31/79</p>	Phone Number <p style="text-align: center;">970-242-0971 ext. 217</p>
---	--	--

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
Same as Above

5. Event Manager <p style="text-align: center;">Julia McHugh</p>	Date of Birth <p style="text-align: center;">07/31/79</p>	Phone Number <p style="text-align: center;">970-242-0971 ext. 217</p>
---	--	--

Event Manager Home Address (Street, City, State, ZIP) 121 S. Ash Street, Fruita, CO 81521	Email Address of Event Manager <p style="text-align: center;">jmcugh@mowc.co</p>
--	---

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>2</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
08/03/24		5:30 P.m.	10:00 P.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title <p style="text-align: center;">Curator of Paleontology</p>	Date <p style="text-align: center;">5-9-24</p>
---------------	---	---

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

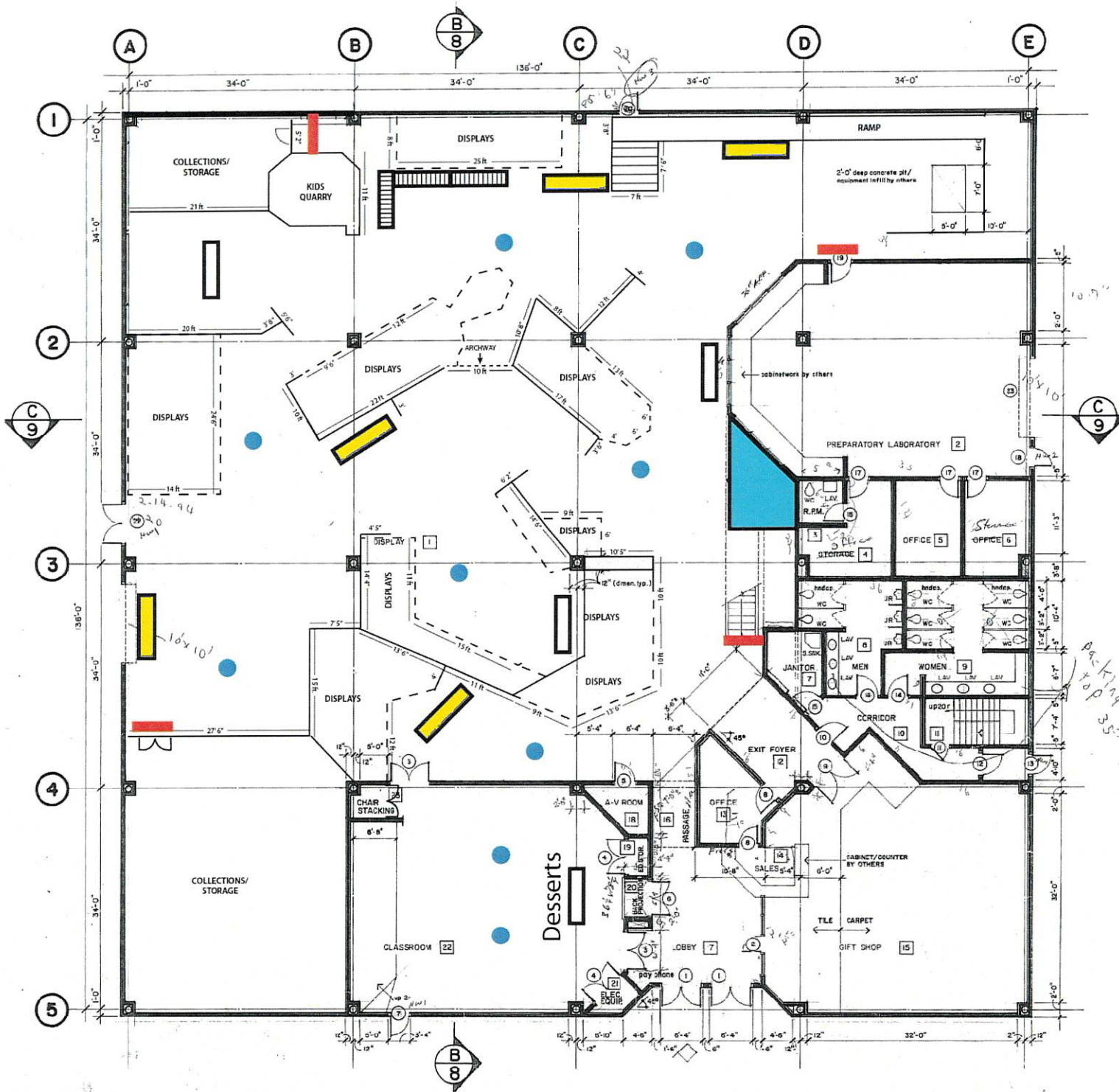
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <p style="font-size: 1.2em; font-family: cursive;">The City of Fruita</p>	<input checked="" type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk <p style="font-size: 1.2em; font-family: cursive;">(970) 639-4210</p>
---	---	--

Signature <p style="font-size: 1.2em; font-family: cursive;">MATTHEW BRENNAN, MAYOR</p>	Title <p style="font-size: 1.2em; font-family: cursive;">MATTHEW BRENNAN, MAYOR</p>	Date
--	--	------

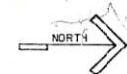
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$



MAIN FLOOR PLAN

1/8" = 1'-0"



City of Fruita Special Event Liquor Permit Dinos on the Rocks Event Narrative

Dinos on the Rocks is a tasting event and fundraiser featuring local distilleries, bars & restaurants around the Grand Valley. Ticketed guests will be able sample tasting portions of cocktails, zero-proof mocktails, and spirits presented by participating vendors at the Dinosaur Journey Museum in Fruita on Aug. 3rd from 5:30-10:00 PM. All proceeds from the event will benefit the Museums of Western Colorado.

Guests will receive one drink token per admission (2 tokens for VIP admissions) that may be used for a full serving of a cocktail, zero-proof mocktail, or spirit. Additional tokens may be purchased at the event from the Museums of Western Colorado at the entrance/check in located in the museum lobby. Guests will vote after sampling for the best cocktail, zero-proof mocktail, spirit, and the most creative drink of the night. Winning vendors will be presented with prizes at the end of the evening.

Guests will enter and exit through the primary entrance of the museum (located on the east side of the building). Upon entering, a museum staff member (over 21) will check in arriving guests, validate event tickets, give each guest 4 voting tickets, their drink tokens, and check guest photo IDs. Additional drink tokens can be purchased in the front lobby. Guests over 21 will be given wrist bands to identify their drinking age to servers in the exhibition hall.

All alcohol servers will be provided by bar/distillery vendor staff, who are required to be over 21 and trained as alcohol servers. All participating bars and distilleries must hold current sales and liquor licenses for their own establishments and provide all required training for their serving employees. All alcohol and zero-proof cocktails will be served in acrylic or plastic cups.

Heavy appetizers and desserts will be served buffet-style during the event by The Cowboy & the Rose Catering. The room between the preparatory lab and the event bar will be provided to the caterers for food preparation and use during the event. Three food buffets will be placed inside the exhibition hall, where the tasting event will occur. A dessert buffet will be placed in the auditorium where event awards will be given out at the end of the event.

Alcohol will be permitted in the exhibition hall, auditorium, and front lobby. Signs posted in the front lobby, as well as near emergency exits, will state that removal of alcohol beyond the museum building or out the front doors is not permitted. Museum staff at the event will monitor the front lobby and the exit doors out of the exhibition hall to ensure guests adhere to the posted rules. The walls and doors of the building will form physical barriers to the designated area.

Restroom facilities are in the north hallway near the gift store at the Dinosaur Journey Museum. These include separate men's and women's facilities. In the men's restroom there are two stalls, one of which is handicap accessible, and three urinals. In the women's restroom there are six stalls, two of which are handicap accessible. Additionally, in the area to be used by the caterers at the event (room between the preparatory laboratory and the event bar area) there is a separate, single stall unisex restroom available.

Museum staff will monitor guests for behavior, provide resources for ride share or taxi to guests who need a designated driver, and contact Fruita police department or emergency services should any guests require medical attention or removal from the event. Serving staff from participating vendors will be required to monitor alcohol consumption by guests they serve and report any suspected intoxications to museum staff. At this point museum staff will take the next steps, either cutting off the patron from alcohol or getting them the appropriate services to leave the event. First aid supplies and an AED are located on site for medical needs and multiple museum staff are certified in CPR/AED/First Aid administration. Museum staff will perform janitorial services during the event, including monitoring and emptying full trash receptacles and ensuring any spills are promptly cleaned up.

Fruita Police Department

Chief David Krouse

Section A, Item 1)

157 S. Mesa St
Fruita, CO 81521

970-858-3008 Phone
970-858-3665 Fax
www.fruita.org



To: Debra Woods
From: Dave Krouse, Chief of Police
Date: May 1, 2024
Re: 2024 Dinos on the Rocks Special Event Liquor Permit

The application and narrative have been reviewed. There is nothing which would prohibit the issuance of the license requested.

The licensee needs to be aware they are solely responsible for control of the licensed premises in regard to alcohol possession, consumption and adherence to state and municipal laws.

Summary of Fruita Lease Agreement

The MWC is getting a \$1-a-year lease as requested by the Council, but they also wanted to codify in the lease that the MWC would still take care of Fruita's assets (building and site). This resulted in a long discussion in finding a way to insure the MWC gets the reduced rent and that Fruita's assets are protected. This lease draft is the result of that discussion.

Fruita will still charge the MWC \$57,600 in base rent a year; however the Museums can pay that rent by spending the money on other expenses that are related to Dinosaur Journey. Fruita is specifying how the MWC can use the rent savings (\$57,600).

For the most part, that money can be used on Dinosaur Journey professional labor (Dr. McHugh), insurance, exhibits, marketing, maintenance, and capital upgrade. All these easily add up to \$57,600 a year (Julia's salary and exhibits alone nearly take this all up), but there a couple provisos.

- MWC needs to pay Fruita \$2,400 annually (\$200 per month) for outdoor maintenance and parking lot.
- 15% of the saving must be used on maintenance. That comes to \$8,640 per year. The \$2,400 Fruita fee can come out of that, so that obligates us to spending at least \$6,240 per year on maintenance ("which includes keeping the building, building systems, parking lot and common areas in good repair."). Last year, our maintenance expenses added up to approximately this amount.
- 20% has to be used on capital ("improvements and repairs to the Buildings") which comes to \$11,520 or put into a separate account and saved for future capital improvements and repairs. They are requiring us to put money into that account until it reaches \$60,000, and then we can use that 20% for other purposes. And of course, if we have an improvement or repair need, we can use a portion of the account and replenish it the following years.
 - Note: for this year, due to the roof repair, we have already exceeded the \$11,520, so we don't have to pull out any more money this year.
- MWC needs to pay the Grand Junction Drainage District fee for the Devils Canyon Center is estimated at \$1,402 (this doesn't go towards the base rent)

In addition, it is a 10-year lease renewable for four 5-year increments, thus the lease goes to December 31, 2039).

Provided the Board accepts the draft lease, it goes through two different "Readings" in front of the Fruita Council. The first is March 1st and the second is April 5th. The first is a formality and our presence is not needed; but at the second, the Council will vote on it and our presences is recommended.



FRUITA COLORADO

FRUITA HOUSING AUTHORITY AGENDA ITEM COVER SHEET

TO: FRUITA HOUSING AUTHORITY

FROM: MIKE BENNETT, FRUITA HOUSING AUTHORITY EXECUTIVE DIRECTOR
AND HOUSING AUTHORITY ATTORNEY MARY ELIZABETH GEIGER

DATE: JUNE 17, 2024

AGENDA TEXT: EXECUTIVE SESSION – A request to convene in Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e) with regard to requests by TWG Development for Housing Authority support with regard to applications to the Colorado Housing and Finance Authority for the Geode Flats project and receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding the same

BACKGROUND

The Housing Authority has reason to convene in Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations and instructing negotiators pursuant to C.R.S. Section 24-6-402(4)(e) with regard to requests by TWG Development for Housing Authority support with regard to applications to the Colorado Housing and Finance Authority for the Geode Flats project and receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding the same.

FISCAL IMPACT

N/A

APPLICABILITY TO CITY GOALS AND OBJECTIVES

N/A

OPTIONS AVAILABLE TO THE COUNCIL

N/A

RECOMMENDATION

It is the recommendation of the Executive Director and Housing Authority Attorney that the Housing Authority:

- **MOVE TO CONVENE IN EXECUTIVE SESSION FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS AND INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTION 24-6-402(4)(E) WITH REGARD TO REQUESTS BY TWG DEVELOPMENT FOR HOUSING AUTHORITY SUPPORT WITH REGARD TO APPLICATIONS TO THE COLORADO HOUSING AND FINANCE AUTHORITY FOR THE GEODE FLATS PROJECT AND RECEIVING LEGAL ADVICE FROM THE HOUSING AUTHORITY ATTORNEY AND THE HOUSING AUTHORITY'S SPECIAL COUNSEL PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) REGARDING THE SAME**

ANNOUNCEMENT NO. 1

***ANNOUNCEMENT TO BE MADE BY CHAIRMAN
AT THE BEGINNING OF THE EXECUTIVE SESSION
(MAKE SURE THE SESSION IS BEING RECORDED;
DO NOT TURN IT OFF DURING THE EXECUTIVE SESSION
UNLESS SO ADVISED BY LEGAL COUNSEL.)***

It's June 17, 2024 and the time is _____. For the record, I am the Chairman, Matthew Breman. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

_____.

This is an executive session with the City Attorney and Special Counsel for the following purposes:

- **FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS AND INSTRUCTING NEGOTIATORS PURSUANT TO C.R.S. SECTION 24-6-402(4)(E) WITH REGARD TO REQUESTS BY TWG DEVELOPMENT FOR HOUSING AUTHORITY SUPPORT WITH REGARD TO APPLICATIONS TO THE COLORADO HOUSING AND FINANCE AUTHORITY FOR THE GEODE FLATS PROJECT AND RECEIVING LEGAL ADVICE FROM THE HOUSING AUTHORITY ATTORNEY AND THE HOUSING AUTHORITY'S SPECIAL COUNSEL PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) REGARDING THE SAME**

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

***ANNOUNCEMENT TO BE MADE BY THE CHAIRMAN
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE SESSION IS STILL BEING RECORDED)***

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

_____ I will have the Secretary retain the recording for a 90-day period.

***OR
(if City personnel was the
subject of the session and
was not present at the session)***

_____ I will retain the tape in my possession for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(stop recording and return to open meeting)



FRUITA COLORADO

FRUITA HOUSING AUTHORITY AGENDA ITEM COVER SHEET

TO: FRUITA HOUSING AUTHORITY

FROM: MIKE BENNETT, FRUITA HOUSING AUTHORITY EXECUTIVE DIRECTOR
AND HOUSING AUTHORITY ATTORNEY MARY ELIZABETH GEIGER
AND SPECIAL COUNSEL

DATE: JUNE 17, 2024

AGENDA TEXT: EXECUTIVE SESSION – A request to convene in Executive Session for the purpose of receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding proposals for affordable housing projects proposed by IndiBuild, Headwaters Housing Partners and for general legal advice regarding partnerships with the Housing Authority

BACKGROUND

The Housing Authority has reason to convene in Executive Session for for the purpose of receiving legal advice from the Housing Authority Attorney and the Housing Authority’s Special Counsel pursuant to C.R.S. Section 24-6-402(4)(b) regarding proposals for affordable housing projects proposed by IndiBuild, Headwaters Housing Partners and for general legal advice regarding partnerships with the Housing Authority.

FISCAL IMPACT

N/A

APPLICABILITY TO CITY GOALS AND OBJECTIVES

N/A

OPTIONS AVAILABLE TO THE COUNCIL

N/A

RECOMMENDATION

It is the recommendation of the Executive Director and Housing Authority Attorney that the Housing Authority:

- **MOVE TO CONVENE IN EXECUTIVE SESSION FOR THE PURPOSE OF RECEIVING LEGAL ADVICE FROM THE HOUSING AUTHORITY ATTORNEY AND THE HOUSING AUTHORITY'S SPECIAL COUNSEL PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) REGARDING PROPOSALS FOR AFFORDABLE HOUSING PROJECTS PROPOSED BY INDIBUILD, HEADWATERS HOUSING PARTNERS AND FOR GENERAL LEGAL ADVICE REGARDING PARTNERSHIPS WITH THE HOUSING AUTHORITY**

ANNOUNCEMENT NO. 2

***ANNOUNCEMENT TO BE MADE BY THE CHAIRMAN
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE SESSION IS STILL BEING RECORDED)***

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

_____ I will have the Secretary retain the recording for a 90-day period.

***OR
(if City personnel was the
subject of the session and
was not present at the session)***

_____ I will retain the tape in my possession for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(stop recording and return to open meeting)

ANNOUNCEMENT NO. 1

***ANNOUNCEMENT TO BE MADE BY CHAIRMAN
AT THE BEGINNING OF THE EXECUTIVE SESSION
(MAKE SURE THE SESSION IS BEING RECORDED;
DO NOT TURN IT OFF DURING THE EXECUTIVE SESSION
UNLESS SO ADVISED BY LEGAL COUNSEL.)***

It's June 17, 2024 and the time is _____. For the record, I am the Chairman, Matthew Breman. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

_____.

This is an executive session with the City Attorney and Special Counsel for the following purposes:

- **FOR THE PURPOSE OF RECEIVING LEGAL ADVICE FROM THE HOUSING AUTHORITY ATTORNEY AND THE HOUSING AUTHORITY'S SPECIAL COUNSEL PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) REGARDING PROPOSALS FOR AFFORDABLE HOUSING PROJECTS PROPOSED BY INDIBUILD, HEADWATERS HOUSING PARTNERS AND FOR GENERAL LEGAL ADVICE REGARDING PARTNERSHIPS WITH THE HOUSING AUTHORITY**

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: MIKE BENNETT, CITY MANAGER

DATE: JUNE 17, 2024

AGENDA TEXT: EXECUTIVE SESSION – To convene in Executive Session to discuss the consideration of possible purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and a conference with the City Attorney regarding the same pursuant to C.R.S. Section 24-6-402(4)(b)

BACKGROUND

The City Council has reason to convene in Executive Session to convene in Executive Session to discuss the consideration of possible purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and a conference with the City Attorney regarding the same pursuant to C.R.S. Section 24-6-402(4)(b).

FISCAL IMPACT

N/A

APPLICABILITY TO CITY GOALS AND OBJECTIVES

N/A

OPTIONS AVAILABLE TO THE COUNCIL

N/A

RECOMMENDATION

It is the recommendation of the Fruita City Staff that the Council:

- **MOVE TO CONVENE IN EXECUTIVE SESSION TO DISCUSS THE CONSIDERATION OF POSSIBLE PURCHASE OF REAL PROPERTY PURSUANT TO C.R.S. SECTION 24-6-402(4)(A) AND A CONFERENCE WITH THE CITY ATTORNEY REGARDING THE SAME PURSUANT TO C.R.S. SECTION 24-6-402(4)(B).**

ANNOUNCEMENT NO. 1

***ANNOUNCEMENT TO BE MADE BY MAYOR
AT THE BEGINNING OF THE EXECUTIVE SESSION
(MAKE SURE THE EXECUTIVE SESSION IS BEING RECORDED;
DO NOT STOP RECORDING DURING THE EXECUTIVE SESSION
UNLESS SO ADVISED BY LEGAL COUNSEL).***

It's June 17, 2024 and the time is _____. For the record, I am Mayor Matthew Breman. As required by the Open Meetings Law, this executive session is being electronically recorded.

Also present at this executive session are the following persons:

_____.

This is an executive session for the following purposes:

To convene in Executive Session to discuss the consideration of possible purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and a conference with the City Attorney regarding the same pursuant to C.R.S. Section 24-6-402(4)(b)

I caution each participant to confine all discussion to the stated purposes of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

ANNOUNCEMENT NO. 2

***ANNOUNCEMENT TO BE MADE BY THE MAYOR
BEFORE CONCLUDING THE EXECUTIVE SESSION
(WHILE THE SESSION IS STILL BEING RECORDED)***

I hereby attest that this recording reflects the actual contents of the discussion at the executive session and has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

_____ I will have the Deputy City Clerk retain the recording for a 90-day period.

***OR
(if City personnel was the
subject of the session and
was not present at the session)***

_____ I will retain the tape in my possession for a 90-day period.

The time is now _____, and we now conclude the executive session and return to the open meeting.

(stop recording and return to open meeting)