



FRUITA COLORADO

CITY COUNCIL AND FRUITA HOUSING AUTHORITY REGULAR MEETING

Fruita Civic Center

Tuesday, December 05, 2023 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

- A. PRESENTATION – Recognition of Public Works Employees completing the 2023 Public Works Supervisor Training Program

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. MINUTES - A request to approve the minutes of the October 17, 2023 regular City Council meeting

B. MEMORANDUM OF UNDERSTANDING - A request to approve Desert Rivers Collaborative Memorandum of Understanding (MOU)

7. 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) LIQUOR LICENSE REPORT OF CHANGES – A request to approve a Corporate Report of Changes on a Brew Pub Liquor License for Base Camp Provisions, LLC dba Base Camp Provisions located at 155 N. Mulberry St. - Finance Director/City Clerk - Margaret Sell**

B. LEGISLATIVE HEARINGS

- 1) ORDINANCE 2023-14 - Second Reading - Submitting to the Registered Electors Voting in the Regular Municipal Election, to be held April 2, 2024 a Ballot Question Concerning the Retention of Revenue in Excess of Tabor Limits**

8. ADMINISTRATIVE AGENDA

- A. PRESENTATION – Scot Gordon with Roadway Asset Services will provide the City Council with an overview of the Pavement Assessment Project

9. CITY MANAGER’S REPORT

10. COUNCIL REPORTS AND ACTIONS

- A. To Adjourn as the Fruita City Council and Convene as the Fruita Housing Authority and to Consider Recommending a 2024 Budget for the Housing Authority Fund to the Fruita City Council
- B. To Adjourn as the Fruita Housing Authority and Reconvene as the Fruita City Council
- C. PROCLAMATIONS – Annual review of Proclamations approved for issuance
- D. COUNCIL REPORTS AND ACTIONS
- E. EXECUTIVE SESSION – To convene in Executive Session for the purpose of receiving legal advice from the City Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding the Grand Valley Irrigation Company and, unrelated, the City’s water rights from the Colorado River as pending in Case No. 23CW3016 development

11. 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: KIMBERLY BULLEN, PUBLIC WORKS DIRECTOR

DATE: DECEMBER 5, 2023

AGENDA TEXT: PRESENTATION – Recognition of Public Works Employees completing the 2023 Public Works Supervisor Training Program

BACKGROUND

Succession Planning is a deliberate and systematic effort by which an organization prepares for when key employees leave their positions. It is a process that ensures continuity in key positions, encourages individual development and performance, and is critically important to the organization's continued and future success. One key element of succession planning is supervisor training.

This is the first of its kind being offered to City of Fruita Public Works employees and it follows the American Public Works Association (APWA) Certified Public Works Professional – Supervision (CPWP-S) credentialing process. This program was designed for public works supervisors, crew leaders, and frontline employees ready for supervisory positions. At the end of the training, participants are eligible to sit for the APWA Certified Public Works Professional – Supervision Exam.

The five Public Works employees who have completed this year long training includes:

Mike Bramlett – Streets Crew Leader
Jesse McClaskey – Streets Maintenance Worker II
Tony Fuoco – Fleet Supervisor
Jeff Brondum – WWRF A – Operator
Matt Haifley – WWRF A – Operator

We would like to congratulate all of them for successfully completing this training.

**FRUITA CITY COUNCIL MEETING
OCTOBER 17, 2023
7:00 P.M.**

1. CALL TO ORDER AND ROLL CALL

Mayor Kincaid called the regular meeting of the Fruita City Council to order at 7:02 p.m. The meeting was held both in person and with virtual access provided through Zoom.

Present: Mayor Joel Kincaid
Mayor Pro Tem Matthew Breman
City Councilor Jeannine Purser
City Councilor James Williams
City Councilor Amy Miller
City Councilor Aaron Hancey

Excused Absent: City Councilor Ken Kreie

City staff present: City Manager Mike Bennett
Assistant City Manager Shannon Vassen
Communications and Engagement Specialist Ciara DePinto
Finance Director/City Clerk Margaret Sell
Deputy City Clerk Deb Woods
Planning and Development Director Dan Caris
Public Works Director Kimberly Bullen
Parks and Recreation Director Kimberly Bullen

Also present: Ombudsman of the Area Agency on Aging of Northwest Colorado
Jesse Bond
TABOR Review Committee member Melissa Anchondo
TABOR Review Committee member Robin Dague
TABOR Review Committee member Heather O'Brien
Greater Grand Junction Sports Commission Event Manager Ben Snyder
Fruita Area Chamber of Commerce Executive Director Kayla Bowers
Members of the public (in-person and virtually)

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Kincaid called for a moment of silence for all faiths and beliefs to have the opportunity for a silent prayer. He then led in the Pledge of Allegiance.

3. AGENDA – ADOPT/AMEND

- **COUNCILOR PURSER MOVED TO ADOPT THE AGENDA AS PRESENTED. COUNCILOR MILLER SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

4. PROCLAMATIONS AND PRESENTATIONS

A. PROCLAMATION – PROCLAIMING OCTOBER 2023 AS “NATIONAL LONG-TERM CARE RESIDENTS’ RIGHTS MONTH” IN THE CITY OF FRUITA TO BE ACCEPTED BY JESSE BOND, LONG-TERM CARE OMBUDSMAN OF THE AREA AGENCY ON AGING OF NORTHWEST COLORADO

The Proclamation was read by Councilor Miller and accepted by Long-Term Care Ombudsman of the Area Agency on Aging of Northwest Colorado Jesse Bond.

B. TABOR REVIEW COMMITTEE REPORT – PRESENTATION OF REPORTS AND RECOMMENDATIONS REGARDING PROPOSED COURSES OF ACTION RELATED TO TABOR

TABOR Committee Review members Melissa Anchondo, Heather O’Brien and Robin Dague presented the City Council with their recommendations after their review of the impacts of the TABOR amendment on the City of Fruita and its residents.

Ms. Anchondo stated that what she felt was nice about the Committee was that she was somebody new who has never been on a Committee and is just starting to get involved in the City, so it was good to hear from those who have been involved for quite some time and those that have not. She said there were really good conversations at the meetings of the Committee involving opinions that were originally all over the spectrum.

Ms. Dague read a prepared statement that expressed her skepticism of government at first but that evolved into an understanding that the City of Fruita has been held accountable to its citizens as to the spending of funds on improvements made to the community. She said after reviewing the history of TABOR in Fruita, she found City staff on the Committee to be dedicated to funding accuracies and keeping citizens duly informed as to how TABOR revenues were spent in the past.

Ms. Heather O’Brien stated that for her, the most significant instance since the last time voters approved the revenue retention measure was that the City was able to accomplish \$9.8 million in Capital Projects (\$6 million of which were in excess revenues) and the excess revenues allowed for the City to apply for and be awarded matching grant funds, which is how the projects were completed.

It was the recommendation of the TABOR Review Committee that it is in Fruita’s best interests to go to the voters again in April of 2024 and ask for approval of another six-year revenue retention measure. Shorter and longer periods of time for the measure were considered by the Committee members, but it was decided that six years was the right amount of time to allow for improvements to be made that could be pointed to in the future while still providing accountability of the City with a periodic review of that spending.

- **COUNCILOR BREMAN MOVED TO ACCEPT THE TABOR CITIZEN REVIEW COMMITTEE’S 2023 FINAL REPORT AND PROCEED WITH THE INTRODUCTION OF AN ORDINANCE TO IMPLEMENT THE RECOMMENDATION OF THE COMMITTEE AND PLACE A QUESTION ON THE BALLOT FOR THE APRIL 2, 2024 REGULAR MUNICIPAL ELECTION FOR VOTER CONSIDERATION. COUNCILOR WILLIAMS SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

5. PUBLIC PARTICIPATION

There were no comments from the public.

6. CONSENT AGENDA

- A. **MINUTES - A REQUEST TO APPROVE THE MINUTES OF THE AUGUST 22, 2023 COUNCIL WORKSHOP MEETING**
- B. **ONE RIVERFRONT APPOINTMENT – A REQUEST TO APPROVE THE APPOINTMENT OF DAVID COMBS TO THE ONE RIVERFRONT COMMISSION FOR A TERM TO FULFILL AN UNEXPIRED TERM TO EXPIRE ON JULY 31, 2025 WITH THE RESIGNATION OF LOU PATTERSON**
- C. **RESOLUTION 2023-28 – SUPPORTING AN APPLICATION FOR A COLORADO PARKS AND WILDLIFE NON-MOTORIZED PLANNING GRANT FOR THE ENHANCEMENTS TO THE MACK RIDGE AREA OF THE KOKOPELLI TRAIL SYSTEM**
- D. **RESOLUTION 2023-29 – SUPPORTING AN APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE CONSTRUCTION OF THE GREENWAY DRIVE SEWER LINE REPLACEMENT PROJECT**
- E. **RESOLUTION 2023-30 – A REQUEST TO APPROVE A RESOLUTION AMENDING THE 2023 BUDGET AND TRANSFERRING FUNDS FROM THE GENERAL FUND CONTINGENCY ACCOUNTS FOR LEGAL EXPENSES FOR THE REMAINDER OF THE FISCAL YEAR**
- F. **MEMORANDUM OF UNDERSTANDING – AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF FRUITA AND THE GRAND JUNCTION ECONOMIC PARTNERSHIP (GJEP)**
- G. **FINANCIAL REPORTS – A REQUEST TO APPROVE THE SEPTEMBER 2023 FINANCIAL REPORTS**

Mayor Kincaid asked if there were any requests from the public to remove any item(s) removed from the Consent agenda for further discussion. There were no such requests.

Mayor Kincaid asked the City Council if they had any item(s) they would like removed from the Consent agenda for further discussion. There were no such requests.

- **COUNCILOR MILLER MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. COUNCILOR PURSER SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

7. PUBLIC HEARINGS

A. QUASI-JUDICIAL HEARINGS

- 1) **SPECIAL EVENT LIQUOR PERMIT APPLICATION – A REQUEST TO APPROVE A SPECIAL EVENT LIQUOR PERMIT APPLICATION FROM THE GREATER GRAND JUNCTION SPORTS COMMISSION TO SELL**

**BEER AT THE RIM ROCK MARATHON ON SUNDAY, NOVEMBER 5, 2023
FROM 6:00 AM TO 6:00 PM AT THE FRUITA COMMUNITY CENTER
LOCATED AT 324 N. COULSON ST – DEPUTY CITY CLERK DEB WOODS**

Deputy City Clerk Deb Woods gave staff's presentation. She reviewed the application and aspects of the event, including the Fruita Chief of Police's statement that there was nothing that would prohibit the issuance of the license being requested.

Ms. Woods stated that it was staff's recommendation that the Council approve the Special Event Liquor Permit subject to the following conditions:

- 1) The applicant will discontinue serving alcohol at 5:30 p.m. to allow patrons 30 minutes to finish their beverages and leave the licensed area.
- 2) All alcohol needs to be secured and removed by 6:00 p.m.
- 3) The licensee needs to be aware that they are solely responsible for control of the licensed premises in regard to alcohol possession, consumption and adherence to state and municipal laws.

Ms. Woods noted that Greater Grand Junction Sports Commission Executive Director Ben Snyder was present virtually as the applicant's representative. Mr. Snyder explained that the runners will run across the Finish Line right in front of the west side of the Fruita Community Center into the backyard, where food and beverages will be provided to them.

Mayor Kincaid opened the public hearing on the Special Event Liquor Permit application. Hearing no comments from the public, he closed the public. He noted that the Special Event Liquor Permit application had an ending time of 6:00 p.m. but that he saw a flyer that said it was over at 5:00 p.m., so he was wondering which was accurate. Mr. Snyder said that honestly, the Commission anticipates being out of the area by 4:30 p.m. at the latest, but there is always the opportunity for some stragglers that turn into walkers by the end of the race.

- **COUNCILOR WILLIAMS MOVED TO APPROVE THE APPLICATION FOR A SPECIAL EVENT LIQUOR PERMIT FOR THE GREATER GRAND JUNCTION SPORTS COMMISSION TO SELL BEER AT THE RIM ROCK MARATHON AT THE FRUITA COMMUNITY CENTER SUBJECT TO THE CONDITIONS STATED BY STAFF. COUNCILOR BREMAN SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

- 1) **SPECIAL EVENT LIQUOR PERMIT APPLICATION – A REQUEST TO APPROVE A SPECIAL EVENT LIQUOR PERMIT APPLICATION FROM THE FRUITA AREA CHAMBER OF COMMERCE TO SELL AND SERVE BEER AND WINE AT “CUPS FOR A CURE” TO BE HELD ON SATURDAY, OCTOBER 28, 2023 FROM 1:00 TO 4:00 PM AT CIVIC CENTER MEMORIAL PARK LOCATED AT 325 E. ASPEN AVE. – DEPUTY CITY CLERK DEB WOODS**

Deputy City Clerk Deb Woods gave staff's presentation. She reviewed the application and the event, including the Fruita Chief of Police's statement that there was nothing that would prohibit the issuance of the license being requested.

Ms. Woods stated that it was staff's recommendation that the Council approve the Special Event Liquor Permit subject to the following conditions:

- 1) The applicant will discontinue serving alcohol at 3:30 p.m. to allow patrons 30 minutes to finish their beverages and leave the licensed area.
- 2) All alcohol needs to be secured and removed by 4:00 p.m.
- 3) The licensee needs to be aware that they are solely responsible for control of the licensed premises in regard to alcohol possession, consumption and adherence to state and municipal laws.

Ms. Woods explained that Program Event Coordinator for the Fruita Area Chamber of Commerce Kayla Stack was present virtually as the applicant's representative. She explained that the purpose of the event was to raise awareness for breast cancer and that proceeds from the event would be donated to Family Health West and the Community Hospital Foundation.

Mayor Kincaid opened the public hearing. Hearing no comments, he closed the public hearing and referred the matter to the City Council.

- **COUNCILOR HANCEY MOVED TO APPROVE THE APPLICATION FOR A SPECIAL EVENTS LIQUOR PERMIT FOR THE FRUITA AREA CHAMBER OF COMMERCE TO SELL AND SERVE BEER AND WINE AT THE "CUPS FOR A CURE" EVENT TO BE HELD ON SATURDAY, OCTOBER 28, 2023 FROM 1:00 TO 4:00 PM AT CIVIC CENTER MEMORIAL PARK SUBJECT TO THE CONDITIONS STATED BY STAFF. COUNCILOR MILLER SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

B. LEGISLATIVE HEARINGS

- 1) **ORDINANCE 2023-12 – SECOND READING – AMENDING CHAPTER 2.39 OF THE FRUITA MUNICIPAL CODE CONCERNING MEMBERSHIP OF THE FRUITA PLANNING COMMISSION – FINANCE DIRECTOR/CITY CLERK MARGARET SELL**

Finance Director/City Clerk Margaret Sell gave staff presentation. She explained that the Ordinance removes the requirement that a City Council member or the Mayor serve as a member of the Fruita Planning Commission, thereby allowing that a citizen of the City be appointed to the Commission.

Mayor Kincaid opened the public hearing. Hearing no comments, he closed the public hearing and referred the matter to the City Council.

Councilor Miller asked when she was supposed to cease attending Planning Commission meetings, as she has been serving as the Council Liaison to the board. Mayor Kincaid explained that Ordinances go into effect 30 days after they are adopted and City Manager Mike Bennett explained that in

November, there would be a joint workshop of the Planning Commission and City Council, so that would be the last date that Councilor Miller would need to attend the Planning Commission meetings.

- **COUNCILOR BREMAN MOVED TO ADOPT ORDINANCE 2023-12 – SECOND READING – AMENDING CHAPTER 2.39 OF THE FRUITA MUNICIPAL CODE AND REMOVING THE REQUIREMENT THAT THE MAYOR OR A COUNCIL MEMBER SERVE AS A MEMBER OF THE PLANNING COMMISSION. COUNCILOR PURSER SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

8. ADMINISTRATIVE AGENDA

A. 2024 BUDGET PRESENTATIONS – INFRASTRUCTURE AND CORE SERVICES PRESENTATION – ASSISTANT CITY MANAGER SHANNON VASSEN

Assistant City Manager Shannon Vassen provided staff’s presentation on the second of five formal presentations regarding the 2024 Budget. He noted that at this meeting, he would be covering Capital Projects, core services and the City’s Enterprise Funds.

Mr. Vassen provided the Council with a general overview of the proposed 2024 Budget as follows:

EXPENSES: As a whole, the City has \$33.7 million in expenses (excluding transfers), which is an increase of 14% compared to the prior year Budget. This is mostly due to two projects in 2024: 19 Road and South Mesa Street, which will be carried forward.

REVENUES: Are estimated at about \$27.3 million overall, which is a decrease of less than 1% from the 2023 Budget. This is mainly due to the City wrapping up a number of Capital Projects this year (especially at the Wastewater Reclamation Facility) for which the City was awarded grant funding of about \$1.7 million and included the aeration project and the H2S project. Staff hopes to have both of these projects completed by the end of the year.

USE OF FUNDS: In 2024, the City will be using about \$6.4 million in Fund Balance to pay for Capital Projects or equipment. Approximately \$4,000 will go toward equipment replacements.

Expenses in 2024 (excluding transfers) consist of:

Operations (personnel, salaries, benefits, purchased professional services, professional development, and purchased property services	\$18.3 million
Capital (by far the biggest expense in 2024)	\$13.3 million (40% of the overall budget)
Debt for the Fruita Community Center and Wastewater Reclamation Facility	\$2 million

Mr. Vassen reviewed 2024 Capital Projects as recommended by City’s Leadership Team including himself, Public Works Director Kimberly Bullen, Parks and Recreation Director Marc Mancuso and City Engineer Sam Atkins. Staff looked at prior year budgets and at some of the City’s projects it has been working on and noticed that due to the pandemic and supply chain issues, the City has had to carry forward a number of projects, which Mr. Vassen called frustrating overall. He added that staff’s

theme (once the 2024 Strategic Plan projects have been removed) has been to “Get projects done that are achievable, have been communicated about and are projects for which the City can get some of the dollars spent down.”

Mr. Vassen pointed out that streets and traffic congestion were identified as the biggest priorities by Fruita residents in the 2021 Community Survey. Therefore, these are always the City’s biggest Capital Expenses.

Capital Projects in the 2024 proposed Budget include:

19 ROAD IMPROVEMENTS:

- \$6 million funded mostly through Fund Balance
- Includes intersection turn lane, pedestrian path, widened section and several drainage improvements
- After ROW, construction to begin in fall of 2024 and project complete in 2025
- Will pursue IJA, IRA and CDS grant opportunities

MAPLE STREET BRIDGE REPLACEMENT:

- \$225,000 for updated design
- Recommended by Senator Hickenlooper and Senator Bennet for Congressional Directed Spending of \$1.75 million
- Total project cost estimate: \$2.5 million (\$750,000 from Mesa County)
- Construction estimated to begin in 2025

OVERLAY PROGRAM:

- \$560,000 (up from \$300,000)
- Streets identified for overlay include:
 - Lexington Way
 - Concord Drive/Ave.
 - Heritage Court
 - K.4 from Pine St. to Carlotta Court
 - Fremont St. from K.4 Rd. to L Road
 - Pinyon Ct.

SIDEWALK SAFETY IMPROVEMENTS:

- \$50,000 budgeted to create a pedestrian crossing at Pabor and Sycamore
- Expected to be completed by summer 2024

DOWNTOWN IMPROVEMENTS:

- Installation of a self-cleaning restroom in downtown Fruita
- Anticipated cost of \$350,000:
 - \$250,000 for bathroom
 - \$100,000 for design, utilities, permits, sewer and water taps

- Self-cleaning restroom pros:
 - Less water consumption than non-automated washroom. More control. Estimated to use less than half of the water for flushing/floor cleaning. Bowl is cleaned after every use, floor if cleaned after every 10 to 15 uses.
 - Remote monitoring – less daily onsite visits, locking, supervision and employee cleaning and traveling
 - Energy savings – no hot water heater
- Self-cleaning restroom cons:
 - Still may require staff cleaning at times.
 - Facility could stay wet after cleaning.
 - Potential electronic failures
 - Will need redundant internet to avoid monitoring disruptions.
- Cost/Benefit
 - Roughly the same price as non-automated restroom
 - Based upon 2,000 users per month, it is estimated that the automated bathroom will save 57,000 gallons water/year.
 - Will save on staff time and monitoring. Estimated at \$3,000 to \$4,000 per year.
 - Vandalism-rated materials
 - Energy savings – estimated to save 400,000 watts of energy per year due to no water heater

Mr. Vassen stated that although staff has not yet made any decisions, a location for the self-cleaning bathroom that is being considered includes the parking lot adjacent to Kim's Auto Parts (without losing any parking spots).

Mayor Kincaid asked how much it costs the City to install a vault bathroom like those that currently exist in Fruita's parks. Mr. Bennett responded that it is tough to get an exact comparable between the two types of restrooms because every facility can have different and additional features. He recalled when the Council was on the Riverfront Developments tour, they saw a fairly small brick building-type restroom in Basalt that cost approximately \$800,000, although staff didn't know if there were any exceptional features in it. Parks and Recreation Director Marc Mancuso added that the range varies so much because of the many available finishes for the self-cleaning restroom; for example, if vandal-resistant materials are chosen, the price goes up. He said this is the case for high-end finishes, architecture and art on the outside of the facility, as well as the design, which can be pretty substantial.

Councilor Miller wanted to know if there was a life expectancy on the self-cleaning restrooms and Mr. Mancuso responded that after talking to the manufacturer, the parts are not proprietary and are available in the U.S. He stated that overall, he thinks there is a two-year warranty on the parts and a five-year warranty on the building itself because it comes pre-made. Councilor Miller asked about the actual structure itself. Mr. Mancuso said he asked the manufacturer about issues that other buyers may have had, but they said they haven't had that yet.

Mr. Vassen noted that staff was holding off on doing a formal cost/benefit analysis until staff get some better idea about the costs, but roughly, staff anticipates that the cost will be the same as a non-automated restroom.

Councilor Hancey asked how the City would handle a situation of someone wanting to sleep in the self-cleaning restroom overnight to get out of bade weather. Mr. Vassen said he thinks the restroom

encourages people not to stay in them because it washes the walls and floor as part of its self-cleaning action.

The Council discussed adding signage inside the self-cleaning restroom with information about how to contact City staff in case someone gets stuck inside it. Mr. Mancuso said the unit is fully automatable, so he will make sure that something gets programmed into the system for that. He added that the unit will also tell staff when toilet paper is out, when soap is getting low and if there's a solenoid that's not working; it sends an email, which will save staff time by not having to go check on it.

Councilor Williams asked if the self-cleaning restroom accommodates one person and Mr. Mancuso explained that it accommodates two people and has a mechanical room.

Councilor Hancey asked what the cost might be to replace the computer in the self-cleaning restroom and both Mr. Vassen and Mr. Mancuso said they don't have that information, but Mr. Vassen was sure they could figure that out and get back with the Council on it. Councilor Hancey requested that they do obtain the information.

SNOOKS BOTTOM IMPROVEMENTS:

- \$100,000
- Installation of a Vault Restroom
- Ready for summer 2024

BUILDING IMPROVEMENTS PROJECT:

- \$90,000
- Security upgrades at the Fruita Civic Center, City Shops building and Fruita Community Center (key card access for staff areas and upgrade of cameras at Community Center)
- Completed by April 2024

Reappropriated Capital Projects in the 2024 proposed Budget include:

SOUTH MESA STREET REVITALIZATION (REAPPROPRIATED FROM 2023):

- \$2.4 million
- Final design complete by mid-2024
- Bid – 2024
- Construction anticipated to take 4 – 6 months following bid acceptance

16 ROAD RAIL CROSSING:

- \$388,870
- Anticipated completed date is summer 2024

DESIGN OF HIGHWAY 340 UNDERPASS TRAIL:

- \$250,000 (\$160,000 MMOF grant, \$90,000 Riverfront Foundation contribution)

- Anticipated that design will be complete by August 2024

MIDDLE-MILE BROADBAND PROJECT:

- Should be complete by second quarter of 2024
- Mostly funded with a grant through the Department of Local Affairs (DOLA) and American Rescue Plan Act (ARPA) funds

Mayor Kincaid asked if staff had considered charging special events/festival vendors a fee for using the wireless connection to process their payments. Councilor Williams noted that hotels have levels of internet uses and charges and perhaps that was something to think about.

Councilor Breman asked if the City was providing internet service or if a third party would be providing it. Mr. Bennett said that the City is not looking to be an internet service provider. He stated that oftentimes in Colorado when a private business provides internet to a City, anyone from the public can use those connections for free. He added that there are options that the Council could consider such as what Councilor Williams mentioned. Councilor Breman said he knows there are some legal issues concerning providing free wi-fi in parks and downtown areas.

Mr. Vassen stated that there is a ton of grant funding that is available right now through both federal and state agencies such as funding through the Infrastructure Investment Jobs Act (IIJA) and the Inflation Reduction Act (IRA) and staff is currently researching those opportunities to see which might be a good fit for Fruita overall. He added that one that recently came up was from the Colorado Energy Office, who provides building audits and staff thinks that would be very appropriate for the Civic Center building. Mr. Vassen shared his screen showing a list of available grant funds that staff is researching that total \$880 billion.

REED PARK UPGRADES:

- Bid set to close Friday (October 20, 2023). Once the contract has been awarded, Council will rollover funds for appropriation in 2024.

Highlights of the Core Services Delivery segment of Mr. Vassen's presentation included:

STREETS AND SIDEWALK PROJECTS:

- Chip Sealing: \$210,000
- Sidewalk Improvements: \$150,000
- Street Striping: \$71,500
- Patching/Repairs: \$85,000

TRENDS ACROSS ALL FUNDS:

- New line items for service-based IT Agreements (SBITAs)
 - Because of this, there is an increase in purchased professional services and a decrease in purchased property services
- Inflation (slowly) Slowing Down

- Colorado Office of State Planning and Budgeting is estimating an inflation rate of 5%, down from 8% in 2022. This estimate has been increasing slightly throughout the year (original estimate of 4.3% in March)
- Supply and Utilities Costs
 - Expected to increase, but not as much as earlier this year
 - Utility costs skyrocketed in February, seeing more consistency since then
- Personnel Data
 - 8.5% market increase in Colorado Municipal League data, also expected to return to normal growth rates in the future

Highlights of the Enterprise Funds (user fees that by law, cannot be subsidized by more than 10% pursuant to TABOR) section of the presentation were as follows:

TRASH FUND:

- Revenue/Expenses
 - \$1,175,000
- Fee Increase
 - Waste Management is requesting an increase of 6.7%
- Included for 2024:
 - Spring cleanup
 - Leaf pick up
 - Holiday dumpster

IRRIGATION FUND:

- No rate changes in 2024
- Revenues – no change
- Expenses – 2% increase over 2023 Budget due to Capital Equipment
- Irrigation trash cleaners - \$12,200 (removes debris from GVIC main irrigation canal before the water enters the Fruita system)

SEWER FUND:

- Overall decrease in revenue and expenses due to completion of one-time projects
- Revenues - \$5.4 million, decrease of 32% compared to 2023 estimated actuals
- Expenses - \$5.2 million, decrease of 26%
- Revenues:
 - 3% rate increase – from \$51/month to \$52.55/month
- Expenses:
 - 3 Capital Projects totaling \$1.5 million
 - \$272,600 in Capital Equipment
- Capital Projects:
 - Kingsview Lift Station Replacement (physically deteriorated) - \$260,000
 - Downtown Service Area Line Replacement:
 - ✓ Phase 1 includes installation of a new 15” or 18” PVC sewer line from Greenway Drive boring under the railroad and tie into new manhole
 - ✓ \$1 million split between grant funds and investment fees

- South Mesa Street Sewer Line Replacement:
 - ✓ Replacement of sewer line along S. Mesa St. from Circle Park to Highway 6 & 50
 - ✓ Part of larger project funded through a Revitalizing Main Streets Grant from CDOT
 - ✓ Continued from 2023
 - ✓ \$240,000

PUBLIC WORKS DEPARTMENT:

- Capital Expenses are budgeted to increase 5%. Significant capital items scheduled for the 2024 Budget include:
 - Sidewalk repairs/replacements: \$100,000 (not new)
 - Backhoe: 120,000 (new)
 - Grinding Machine: 25,550 (for road maintenance)
 - Replacement of fire door: 23,000 (at Fruita Civic Center)
- Capital Equipment Replacements Fund (CERF) include:
 - Crack Sealer \$120,000
 - Road Maintenance Truck 50,000
- Design & Breaching of Reservoir #2 \$165,000

9. CITY MANAGER'S REPORT

City Manager Mike Bennett provided the following updates to the Council:

- Lower Valley Fire Protection District Chief Cavaliere would like to invite the City Council to take another tour of his facility for those Council members who were not able to attend the last one and Mike said he would schedule it for around the first of the year after the holidays.
- Mike has been trying to schedule meetings with the Fruita Police Department and Planning and Development Department to discuss the draft Ordinance for Unmanned Aircraft Systems (UASs) but has been unsuccessful to date due to everyone's schedules. He added that it could turn into a workshop discussion so that staff can explain some things to the Council that they haven't previously covered.

Councilor Hancey asked if staff had consulted with any other agencies around Fruita that have existing drone experience and policies surrounding them that they utilize. Mike said he knew that staff had compared other agencies' policies, but he didn't know how much discussion about implementation with them had occurred. He said he would check on that.

- Mike stated that the report for the NRCS Study to look specifically at Reservoir #2 has been finalized and staff received a summary of it, but not the full report yet. The study also looks at Reservoirs #1 and #3 and the pipeline that serves the Glade Park Pipeline Water Users Association (GPPWUA). Highlights of the summary include:
 - ✓ The estimate to repair Reservoir #2's dam came in at \$2.5 million.
 - ✓ Repairing the full dam, all the pipeline and other infrastructure combined is estimated at \$4 million.

- ✓ There is an estimate of \$1.3 million to breach and decommission Reservoir #2.
- ✓ The reason the price goes up from \$1.3 million is because the US Forest Service requires that everything that's been breached be also removed.
- ✓ Staff received five bids for breaching and is sifting through them because even though staff requested the full cost of the construction of the breach, there is a range of costs in the bids for varying levels of working with all the agencies that must be involved. This is why it is taking a little longer for staff to get through the bids.
- ✓ Recommendations to the City in the NRCS Report include:
 - To breach Reservoir #2
 - Abandon the pipeline
 - Be mindful that the GPPWUA will need to seek a different source of water such as a well.
 - There is no grant funding for these types of projects because the work would be done on federal land.
- ✓ Staff is still waiting for the full NRCS Report and should be receiving it soon, hopefully.

Councilor Breman asked if staff had shared the summary with Mesa County. Mike said he hadn't yet and would certainly do so if the full report isn't received in the very near future. He said staff has offered to share the summary with Mesa County and all the partners and will be meeting with the US Forest Service in early November. He added that the City's realtor is starting to work on drafting the Letters of Donation and that all the groups involved have been aware of the big price tag of the breach and repairs; it wasn't something new.

Public Works Director Kimberly Bullen added that staff hasn't specifically spoken with NRCS yet and is trying to schedule a meeting with them, but has talked to the engineering firm that actually did the Feasibility Study on the project. Ms. Bullen said she received an email from NRCS that said the project was not being recommended for any funding based on the cost benefit and the economic/financial side of it, although there was lots of public support.

Mike recalled that the whole reason for going after the NRCS Study was the hope of the result being the ability to find funding to do whatever repairs or improvements needed to be done.

James asked what would happen if the City tries to donate the mountain water properties but nobody wants them; would the City have to pay for the repairs? Mike responded that staff is working with the City Attorney on that and is having discussions with the US Forest Service and the state. He said there haven't yet been any 100% clear answers and that the situation is more complicated than the City just being able to walk away because there are responsibilities.

Kimberly said that all of staff's recent efforts are sufficient for now with the Dam Safety Engineer, but it is not the long-term solution they want; they do not want to keep Reservoir #2 on a no-fill order anymore. She said this means that the only two options for the City are to 1) repair or, 2) breach the dam.

Councilor Breman asked Mike if he had any updates on the Total Maximum Daily Load (TMDL) Assessment (for Colorado River tributaries in the Grand Valley). Mike responded that the big public hearing on that is scheduled in December.

10. COUNCIL REPORTS AND ACTIONS

A. CHANGES TO DATES OF CERTAIN UPCOMING CITY COUNCIL MEETINGS – DISCUSSION AND POSSIBLE ACTION TO ADD, CANCEL AND/OR RESCHEDULE UPCOMING CITY COUNCIL MEETINGS

City Manager Mike Bennett explained that staff's recommendation was to cancel the December 26, 2023 Council Workshop Meeting and the January 2, 2024 Regular City Council Meeting as there could be potential conflicts with the holidays.

Staff also asked that the Council schedule a Special Council Meeting on November 13, 2023 to review offers on Enoch's Lake and a Joint Council and Planning Commission Workshop on November 14, 2023 to discuss the next steps and funding mechanisms for "The Beach" project. Mr. Bennett noted that these two meetings had been previously discussed with the City Council.

- **COUNCILOR MILLER MOVED TO APPROVE THE CHANGES PROPOSED BY STAFF TO THE DATES OF THE AFOREMENTIONED REGULAR, SPECIAL AND/OR WORKSHOP MEETINGS OF THE FRUITA CITY COUNCIL. COUNCILOR WILLIAMS SECONDED THE MOTION. THE MOTION PASSED WITH FIVE YES VOTES.**

B. ESTABLISHING A COMMITTEE TO REVIEW POSSIBLE "LOCALISM" BOARD

City Manager Mike Bennett stated that this agenda item was an opportunity for the Council to discuss whether or not they had the chance to invite people to apply for a "Localism Board" that would more or less replace the Downtown Advisory Board, which had accomplished its original intent. He noted that staff had received four applications so far.

Councilor Purser said that the three Downtown Advisory Board members would be meeting the following evening and she would talk to them about joining the committee.

There was a discussion about how many members there should be on the committee. Mayor Kincaid said he felt that committees should have more members than regular boards and commissions because the committee's purpose would be more of a one-time effort and there would be a broader range of input. He also thought perhaps past Fruita City Council members might serve on the committee and urged the current Council members to keep trying to find people.

C. COUNCIL REPORTS AND ACTIONS

COUNCILOR JEANNINE PURSER

Jeannine reported that the Arts and Culture Board met the previous week and mainly reviewed things like how the Art Walk went after the installation and coming to the next meeting with ideas about what next year is going to look like. She noted that she and Joel had two interviews scheduled for the one vacant seat on the Arts and Culture Board. She said she never realized that Council Liaison positions on the City's boards count as an actual board member and was curious what the other Council members thought about it. Jeannine pointed out that staff Liaisons do not count against the maximum number of members.

Joel said he and Jeannine had discussed the possibility of having alternate member positions on the Arts and Culture Board, but he thought there might be restrictions according to the board's bylaws.

Mike said he was fairly certain that the number of board members and Council Liaison seats counting against them was something that the Council could change, whether it be through amending bylaws or adopting Ordinances. He suggested that Council allow staff time to pull that information together for each board and commission so that the Council could discuss them at a future workshop meeting and decide whether they want to take any action to change the membership and/or voting guidelines of each board and commission. Deputy City Clerk Deb Woods noted that there are some membership requirements listed in the Boards and Commission Policy that the Council adopted on August 4, 2020 that might also need to be amended if that is what the Council wished.

Amy said she always felt uncomfortable voting on the Historic Preservation Board because it is similar to the Planning (and Zoning) Commission where she is influencing decisions. She added that the term "Liaison" means to her that someone is just there observing and relaying information from the board to the Council.

Matthew agreed that it can feel like a conflict of interest.

Joel said he was surprised to learn that the City doesn't have a voting seat on the Museum of Western Colorado's Board of Directors since the City of Fruita has interest in property and other things. He wondered what the criteria should be for whether the City should have a voting interest on outside boards. Amy said there are some boards where it makes sense for Fruita to have a voting seat.

Mike mentioned that for the outside, non-City boards that the Council sits on, the Council may want to discuss how they interact with those boards because there are some nuances to consider.

Jeannine asked if the Council wanted to acknowledge all of the current and previous Downtown Advisory Board members at an upcoming Council meeting. There was consensus to do so.

Jeannine asked what the rules were for Council members concerning endorsing candidates for municipal elections. Joel responded that candidates who want to be endorsed by the City Council would have to get the approval from *all* Council members and not just one. He pointed out that the Daily Sentinel will include titles in articles without asking, which can't be avoided. Joel added that if a Council member wanted to endorse a candidate as a *citizen*, they can do that, but warned that it can be hard for members of the public to distinguish which is which, though. Mike said his understanding is that legally, there's nothing that keeps Council members from endorsing candidates, but as a group, the Fruita City Council could decide how they want to handle that. Amy, Matthew and Aaron expressed concerns about public perception and potential backlash or retaliation.

COUNCILOR JAMES WILLIAMS

James reported that he was absent from the Fruita Tourism Advisory Council (FTAC) meeting, but he talked to Shannon about it briefly and the board approved their funding request of the Council.

Amy said it drives her insane that the City's marketing firm calls 18 Road "18 Mile Road." She asked if the FTAC could request that the firm drop the "Mile."

COUNCILOR AMY MILLER

Amy reported that the Planning Commission had a very engaged meeting with an agenda item that will be coming before the City Council soon.

Amy received permission from the other Council members to issue a Proclamation for the King family that so graciously opened up their sunflower field for the community to take photos after saying it was such a neat and “Fruita” thing to do. She said she would be happy to write it and invite the family to the Council meeting of November 7th. The Council also came to a consensus to give the King family an “F in Gear.” James requested that staff take a photo of the field to include as a banner on the Fruita’s website for a week or so.

COUNCILOR AARON HANCEY

Aaron reported that the Museums of Western Colorado (MWC) presented an offer to a candidate for the position of Executive Director, but he declined the offer, so the MWC is still looking to fill the position.

Aaron reported that camper trailers are appearing in the Dinosaur Journey parking lot again and thought it would be nice if someone could get them to move back so it doesn’t look like a storage lot. James said he and his wife Sam go to the dog park a lot and noticed that a sign was put up recently that says, “No RV Parking,” but they also noticed a few weeks prior to that, there were literally people sitting there camping and barbecuing, which seems to invite more people to do the same. Mike said that staff has to routinely (about twice per year) request them to move their RVs to the back of the building and would do it again.

Aaron also reported attending the Religious Freedom Conference, which he thought was great. He said someone asked if supporting organizations such as Catholic Outreach was legal. Aaron said the first speaker was out of touch with the rest of the conference and will likely not be invited back, but other than that, it was a great conference. He urged the group to hold it on an annual basis. Matthew said if they do have the conference again, he knows some people that would be very good at replacing the first speaker. Aaron added that he was very impressed with the religious law attorney who spoke at the end. Mike said he had lots of notes from the conference and the last speaker, who also spoke at the City/County Manager Conference.

Matthew asked when the water gets turned off and on at the Bark Park or if the button is broke. Mike said he would look into it and get something into the Weekly Information Update.

MAYOR JOEL KINCAID

Joel reported that he had a Police Commission to attend the following night.

11. ADJOURN

With no further business before the Council, Mayor Kincaid adjourned the meeting at 9:39 p.m.

Respectfully submitted,

Debra Woods
Deputy City Clerk

City of Fruita

Draft



FRUITA
COLORADO

AGENDA ITEM COVER SHEET

TO: Fruita City Council and Mayor

FROM: Marc Mancuso, Parks and Recreation Director

DATE: December 5, 2023

AGENDA TEXT: MEMORANDUM OF UNDERSTANDING – A request to approve a Memorandum of Understanding (MOU) between the City of Fruita and Desert Rivers Collaborative and authorize the City Manager to execute the MOU

BACKGROUND

The purpose of this agenda item is to authorize the City Manager to reenter into a MOU with Desert Rivers Collaborative. The mission of the Desert Rivers Collaborative (“DRC” or “Collaborative”) is to protect, restore, and maintain native river corridor habitat in Mesa and Delta Counties through the development of community partnerships. The DRC’s geographic focus area is the Colorado River from the eastern boundary of Mesa County, CO west to the Utah border and the Gunnison River from the city of Delta, CO to the river’s confluence with the Colorado River in Grand Junction, CO.

The DRC was established in 2012 to serve as a coordinated platform to conduct riparian restoration and address invasive non-native plant species impacts. Stakeholders include state and federal agencies, municipal governments, private landowners, interested residents, and non-profit organizations. All parties recognize that the challenge of restoring areas impacted by non-native plant species can be more easily met through a coordinated, comprehensive effort that draws upon local and regional skills and expertise.

Riparian habitat along the Colorado and Gunnison rivers, like along many other western rivers, has been degraded by several factors, including colonization by invasive plant species. Principal invasive plant species of concern to the DRC are tamarisk (*Tamarix* sp), Russian olive (*Elaeagnus angustifolia*), Siberian elm (*Ulmus pumila*), and other herbaceous species. Along many stretches of the rivers, native plant communities have become displaced, are poorly developed, or are at-risk due to non-native plant establishment. Invasive non-native plant infestations often diminish fish and wildlife habitat, decrease water resources, impede recreational use, negatively impact agricultural production, and increase wildfire hazards. Although native trees in riparian areas can use more or less the same amount of water, they do not grow as densely as tamarisk and Russian olive. Further, these non-native trees spread beyond the riparian floodplain into zones typically dominated by xeric vegetation.

The objectives of the DRC are to:

- Encourage and support collaborative riparian restoration efforts for the benefit of overall river health, improved local communities, and enhanced opportunities for recreation, education, and economic benefit.

- Provide a platform for partners to better leverage resources and improve ecological conditions at a landscape scale
- Share information, lessons learned, and resources, to the extent that partners are comfortable, to improve restoration outcomes

FISCAL IMPACT

City of Fruita can provide support as a Collaborative partner with the application for grant funding from state and Federal sources to the extent possible.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

This process is applicable to the City’s goals of Quality of Place and Lifestyle. The Desert Rivers Collaborative is putting value in maintaining the natural resources and landscapes along the Colorado River corridor in Mesa County. The riparian restoration and management of invasive non-native plant species continue to improve and enhance recreational offerings.

OPTIONS AVAILABLE TO THE COUNCIL

The options for Council are the following:

1. Approve the MOU with Desert Rivers Collaborative, directing the City Manager to sign the MOU. The MOU shall take effect on the date of final signature and shall be in force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement and signature of all parties. Any parties may join at any time by signing this MOU.
2. Deny the proposed MOU with Desert Rivers Collaborative.
3. Advise Staff to gather more information.

RECOMMENDATION

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

- **APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF FRUITA AND DESERT RIVERS COLLABORATIVE AND AUTHORIZE THE CITY MANANAGER TO EXECUTE THE MOU**

Desert Rivers Collaborative

MEMORANDUM OF UNDERSTANDING

To:

Protect, restore, and maintain native river corridor habitat in Mesa & Delta counties through the development of community partnerships

This Memorandum of Understanding (MOU) is made and entered into by the following parties (“Parties”):

City of Fruita, City of Grand Junction, Clifton Sanitation District, Colorado Canyons Association, Colorado Department of Agriculture Palisade Insectary, Colorado Parks and Wildlife (CPW), Colorado State University Extension (CSU Extension), Colorado West Land Trust, Delta County, Eureka! McConnel Science Museum, Grand Valley Audubon Society (GVAS), Grand Valley River Corridor Initiative, Mesa Conservation District, Mesa County, Natural Resources Conservation Service (NRCS), One Riverfront (ORF), Southwest Chapter River Management Society, RiversEdge West, Ruth Powell Hutchins Water Center at Colorado Mesa University, Town of Palisade, Two Rivers Wildfire Coalition, US Bureau of Land Management (BLM), US Bureau of Reclamation (USBR), US Fish & Wildlife Service (USFWS), Western Colorado Conservation Corps (WCCC), Western Colorado Landscape Collaborative (WCLC), Western Colorado Wildlife Habitat Association (WCWHA), Western Slope Conservation Center (WSCC), and other interested parties.

[Space intentionally blank to list additional parties]

I. Background & Objective

The mission of the Desert Rivers Collaborative (“DRC” or “Collaborative”) is to protect, restore, and maintain native river corridor habitat in Mesa and Delta Counties through the development of community partnerships. The DRC’s geographic focus area is the Colorado River and its associated tributaries from the eastern boundary of Mesa County, CO west to the Utah border, and the Gunnison River and its associated tributaries from the city of Delta, CO to the river’s confluence with the Colorado River in Grand Junction, CO.

The DRC was established in 2012 to serve as a coordinated platform to conduct riparian restoration and address invasive non-native plant species impacts. Stakeholders include state and federal agencies, municipal governments, private landowners, interested residents, and non-profit organizations. All parties recognize that the challenge of restoring areas impacted by non-native plant species can be more easily met through a coordinated, comprehensive effort that draws upon local and regional skills and expertise.

Riparian habitat along the Colorado and Gunnison rivers, like along many other western rivers, has been degraded by several factors, including colonization by invasive plant species. Principal invasive plant species of concern to the DRC are tamarisk (*Tamarix sp*), Russian olive (*Elaeagnus angustifolia*), Siberian elm (*Ulmus pumila*), and other herbaceous species. Along many stretches of the rivers, native plant communities have become displaced, are poorly developed, or are at-risk due to non-native plant establishment. Invasive non-native plant infestations often diminish fish and wildlife habitat, decrease water resources, impede recreational use, negatively impact agricultural production, and increase

wildfire hazards. Although native trees in riparian areas can use a similar amount of water, they do not grow as densely as tamarisk and Russian olive. Further, these non-native trees spread beyond the riparian floodplain into zones typically dominated by xeric vegetation.

The objectives of the DRC are to:

- Encourage and support collaborative riparian restoration efforts for the benefit of overall river health, improved local communities, and enhanced opportunities for recreation, education, and economic benefit.
- Provide a platform for partners to better leverage resources and improve ecological conditions at a landscape scale.
- Share information, lessons learned, and resources, to the extent that partners are comfortable, to improve restoration outcomes.

II. Authority

The Bureau of Land Management may enter into this MOU under the Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. 1737, Sec 307), the National Environmental Policy Act of 1969 (42 U.S.C. 1737), and the Wyden Amendment (16 U.S.C. Sec 1011 (ca)).

The U.S. Fish and Wildlife Service may enter into this MOU under the authority contained in the Partners for Fish and Wildlife Act (Public Law 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742 a-j), as amended.

The Natural Resources Conservation Service may enter into this MOU under the Soil Conservation and Domestication Allotment Act of 1935 (16 U.S.C. 590 a-f, 590q).

Mesa County may enter into this MOU under Colorado Revised Statutes 29-1-203 (2010).

III. Statement of Mutual Benefits

It is the intent of the Parties to work together to develop and implement a comprehensive approach to:

1. Prioritize sites to determine where restoration could confer the greatest long-term cost benefit through the control of non-natives, water quality improvement projects, or other associated restoration techniques;
2. Control tamarisk, Russian olive, and other invasive species that directly impact riparian areas;
3. Re-vegetate impacted areas with appropriate vegetation;
4. Monitor outcomes;
5. Identify long-term maintenance strategies;
6. Structure educational efforts, conduct outreach and education meetings, workshops, and demonstrations to engage private landowners, partners, and funding sources;
7. Identify research needs;
8. Identify potential funding opportunities, help secure funding to support partnership activities;
9. Complete work in a coordinated manner that maximizes resource sharing and information exchange

The Collaborative operates on the following principles:

1. Collaborative is inclusive; participation is voluntary

2. Landowner goals are respected and supported; expectations for landowners and land managers should be clearly outlined
3. Information sharing and maximization of resources is a priority
4. Outreach and community awareness should be fostered and promoted
5. Projects should be implemented based on a prioritization scheme that promotes a high return on invested funds

By signing, Parties agree to collaborate to provide information and expertise, develop objective and acceptable strategies to meet the objectives of the Collaborative, and share knowledge of best management practices.

Nothing in this MOU shall obligate the signatory or their agencies, communities, and organizations to obligate or transfer funds. The partnership does not pre-empt, override, or dictate management on any federal, state, local governments, or private lands, nor does it have the power to alter existing public land management prescriptions of the area. Changes in land management prescriptions are subject to federal, state, and local land use planning, policy, and decision-making procedures.

IV. Roles & Responsibilities

All Signatories will:

- Support the goals and objectives of the DRC as set forth in this MOU and any future plans, as drafted by the Collaborative;
- Work to increase awareness and support for DRC's objectives (e.g., letter of endorsement, funding proposals, participation in media activities, public support via print and digital marketing materials, etc.);
- Secure support of DRC through any public media or other education/outreach efforts;
- Allow use of individual parties' logo on DRC printed and web materials as allowed in the policies and procedures of each party;
- Participate in regularly scheduled meetings of the DRC and associated committees that may be formed;
- Share expertise, lessons learned, and wherever appropriate, resources. Equipment will be the property of individual members, rather than having DRC own equipment; and
- Hold sensitive and/or proprietary information in confidence.

Individual parties can continue to fundraise independently but will regularly share with the Collaborative information about independent fundraising efforts that relate to DRC goals and objectives.

Below are listed all signatories to the MOU; in some cases, specific roles are discussed:

- City of Fruita can provide:
 - Support as a Collaborative partner with the application for grant funding from public and private sources to the extent possible.
- City of Grand Junction can provide:
 - Project management/oversight assistance where applicable and appropriate;
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- Clifton Sanitation District can provide:

- Support as a Collaborative partner with the application for grant funding from State and Federal sources to the extent possible.
- Colorado Canyons Association can provide:
 - Support in Collaborative efforts and assist in securing future capacity for restoring and protecting the Gunnison and Colorado Rivers with a focus on areas within McInnis Canyons, Dominguez-Escalante and Gunnison Gorge National Conservation Areas.
- Colorado Parks and Wildlife (CPW) can provide:
 - Space to store shared DRC assets.
- Colorado State University Extension (CSU Extension) can provide:
 - Assistance in formulating and producing deliverables such as fact sheets, webinars, press releases;
 - Provide site visits to help landowners design a management 'plan' (identify resource, make a plan, recommend prescriptions, help with revegetation design, etc.);
 - Promote the program through a variety of outlets including mail lists, press, etc.;
 - Provide additional technical expertise to help guide landowners through projects.
- Colorado West Land Trust can provide:
 - Coordination in the inclusion of permanently conserved, private properties in Collaborative objectives;
 - Support in funding acquisition efforts such as providing letters of support and collaborative grant development;
 - Assistance in hosting meetings.
- Delta County can provide:
 - Assistance with access to private land;
 - Collaboration in grant funding;
 - Identification of treatment areas.
- Mesa County can provide:
 - Assistance with private land access issues;
 - Training for weed identification and pesticide safety, selection, calibration and application for Collaborative participants;
 - Project management/oversight assistance where applicable and appropriate;
 - Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- One Riverfront (ORF) can provide:
 - Media and other outreach on behalf of the Collaborative;
 - Support in funding acquisition efforts of the Collaborative.
- RiversEdge West can provide:
 - Facilitation, planning, coordination, and documentation for the partnership;
 - Technical assistance as appropriate to implement restoration strategies and assess control technologies;
 - Coordination to conduct various training events with relevance to the Collaborative.
- Ruth Powell Hutchins Water Center at Colorado Mesa University (CMU) can provide:
 - Support in networking, outreach, education and dialogue;
 - Act as a liaison to CMU for any potential faculty and student collaborations.
- Town of Palisade can provide:
 - A template for bank revetment and subsequent re-vegetation;
 - Training for monitoring well installation for collaborative participants;

- Collaboration in the application for grant funds from the State or Federal Government to assist the Collaborative in Mesa County when applicable.
- US Bureau of Land Management (BLM) can provide:
 - Funding for the BLM/RiversEdge West partner position.
- US Fish & Wildlife Service (USFWS) can provide:
 - Technical assistance with Endangered Species Act issues;
 - Technical assistance with private land projects;
 - Technical assistance with fish and wildlife habitat improvement projects.
- Western Colorado Conservation Corps (WCCC) can provide:
 - Labor to accomplish goals of the Collaborative;
 - Non-traditional models (Strike Team and Monitoring Team) to accomplish goals.
- Western Slope Conservation Center (WSCC) can provide:
 - Water monitoring assistance;
 - Education and outreach;
 - Assistance with river restoration projects;
 - Knowledge of Gunnison Basin issues.

V. Decision Making/Allocation of Resources

Decisions on where and how to fund projects, whether from private or public sources, will be made on a consensus basis using best available knowledge of site, best applicable technology or human resource, and within the guidelines that may have been given by funding agency or granting foundation.

The Collaborative will meet on a biannual basis to review projects and progress towards goals.

VI. Term of Agreement

This MOU shall take effect on the date of final signature and shall be in force and effect for a period of five (5) years from the last date signed. This MOU may be modified in writing by mutual agreement and signature of all parties.

VII. Termination

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. The MOU continues in full force and effect between all remaining parties.

VIII. Required Clauses

Civil Rights—During the performance of this MOU, the participants will not discriminate against any person because of race, color, religion, national origin, disabilities, religion, age or sex (including sexual orientation and gender identity). The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, national origin, disabilities, religion, age or sex (including sexual orientation and gender identity).

Promotions—The participants will not publicize or otherwise circulate promotional materials which state or imply endorsement of a product, service, or position of this MOU by any participant.

Publications of Results of Studies—No party will unilaterally publish a joint publication without consulting the other parties. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this MOU may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties'

publication or interpretation of the results, any one party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Non-Fund Obligating Document--This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement of contributions of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Responsibilities of Parties—Cooperating parties and their respective agencies will handle their own activities and utilize their own resources, including the expenditures of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

Establishment of Responsibility—This instrument is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Anti-deficiency Act- Nothing in this Agreement shall be construed as requiring a Party to expend funds in violation of the Federal Anti-deficiency Act codified at 31 U.S.C. § 1341

Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Entities- By entering into this agreement, corporate entities acknowledge: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

IX. Signatures

Authorized Representatives—By signature below, the cooperating parties certify that the individuals listed in this document, as representatives of the cooperators, and are authorized to act in their respective areas for matters related to this instrument.

X. Principal Contacts

The principal contact for this instrument is: Joe Leonhard

RiversEdge West
PO Box 1907
Grand Junction, CO

970.256.7400

Jleonhard@riversedgewest.org

XI. Non-Binding Intent

It is clearly understood by the Parties that this MOU sets forth an agreement in principle only, is not binding on the parties hereto, may not be relied upon as the basis for an agreement by estoppels, and that no party shall be bound except through their specific project grant agreements. The Parties further understand and acknowledge that the Parties’ guiding boards, commissions and councils must approve any specific project, work plan, funding agreement and/or budget, etc.

In no event shall the term “Partners” OR “Partnership” mean a legal partnership, created or implied.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the dates set forth below.

City of Fruita
Printed Name:
Title:

City of Grand Junction
Printed Name:
Title:

Clifton Sanitation District
Printed Name:
Title:

Colorado Canyons Association

Printed Name:

Title:

Colorado Department of Agriculture Palisade Insectary

Printed Name:

Title:

Colorado Parks and Wildlife

Printed Name:

Title:

Colorado State University Extension

Printed Name:

Title:

Colorado West Land Trust

Printed Name:

Title:

Delta County

Printed Name:

Title:

Eureka! McConnel Science Museum

Printed Name:

Title:

Grand Valley Audubon Society

Printed Name:

Title:

Grand Valley River Corridor Initiative

Printed Name:

Title:

Mesa Conservation District

Printed Name:

Title:

Mesa County

Printed Name:

Title:

Natural Resources Conservation Service

Printed Name:

Title:

One Riverfront

Printed Name:

Title:

River Management Society Southwest Chapter

Printed Name:

Title:

RiversEdge West

Printed Name:

Title:

Ruth Powell Hutchins Water Center at Colorado Mesa University

Printed Name:

Title:

Town of Palisade

Printed Name:

Title:

Two Rivers Wildfire Coalition

Printed Name:

Title:

US Bureau of Land Management

Printed Name:

Title:

US Bureau of Reclamation

Printed Name:

Title:

US Fish & Wildlife Service

Printed Name:

Title:

Western Colorado Conservation Corps

Printed Name:

Title:

Western Slope Conservation Center

Printed Name:

Title:



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: MARGARET SELL, FINANCE DIRECTOR/CITY CLERK

DATE: DECEMBER 5, 2023

AGENDA TEXT: LIQUOR LICENSE REPORT OF CHANGES – A request to approve a Corporate Report of Changes on a Brew Pub Liquor License for Base Camp Provisions, LLC dba Base Camp Provisions located at 155 N. Mulberry St.

BACKGROUND

Base Camp Provisions, LLC dba Base Camp Provisions has submitted a Report of Changes to the City Clerk’s Office for the Brew Pub Liquor License located at 155 N. Mulberry Street. Currently, Laura Fischer owns 100% of the Base Camp Provisions, LLC corporation. The Report of Changes is a result of the transferring 100% of Laura Fischer’s interest of the corporation to Nicholas Westfall.

Pursuant to **C.R.S. 12-47-307. Persons prohibited as licensees.**

(1) (a) No license provided by this article or article 46 or 48 of this title shall be issued to or held by:

- (I) Any person until the annual fee therefore has been paid;
- (II) Any person who is not of good moral character;
- (III) Any corporation, any of whose officers, directors, or stockholders holding ten percent or more of the outstanding and issued capital stock thereof are not of good moral character;
- (IV) Any partnership, association, or company, any of whose officers, or any of whose members holding ten percent or more interest therein, are not of good moral character;
- (V) Any person employing, assisted by, or financed in whole or in part by any other person who is not of good character and reputation satisfactory to the respective licensing authorities;
- (VI) Any person unless such person's character, record, and reputation are satisfactory to the respective licensing authority;
- (VII) Any natural person under twenty-one years of age.

(b) (I) In making a determination as to character or when considering the conviction of a crime, a licensing authority shall be governed by the provisions of section 24-5-101, C.R.S.

The City Clerk’s Office completed background checks on Nicholas Westfall to assist the City Council in determining whether the applicant is of “good moral character.” Results of the background checks from the Federal Bureau of Investigation, Colorado Bureau of Investigation, Mesa County Sheriff’s Office, Grand Junction Police Department and Fruita Police Department all came back clear, meaning they have no record of criminal history.

Form DR 8177 - Report of Corporate Changes, corporate documents, Individual History Record of Nicholas Westfall and the appropriate fees have been submitted to the City Clerk’s Office as per the City’s and Colorado Department of Revenue Liquor Enforcement Division’s requirements.

Form DR 8177 and its supporting documents (not including the Individual History Record) are attached hereto.

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

- Approve the Report of Changes for the Brew Pub Liquor License for Base Camp Provisions.
- Schedule a hearing date to determine if there is good cause for changes to not be approved.

RECOMMENDATION

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

- **APPROVE THE REPORT OF CHANGES FOR BASE CAMP PROVISIONS, LLC DBA BASE CAMP PROVISIONS’ BREW PUB LIQUOR LICENSE LOCATED AT 155 N. MULBERRY STREET TRANSFERRING 100% MEMBERSHIP INTEREST IN THE CORPORATION FROM LAURA FISCHER TO NICHOLAS WESTFALL**

Instructions

Corporation, Limited Liability Company or Partnership Report of Changes

NOTE: ENCLOSE A CHECK PAYABLE TO THE AUTHORITY WHERE THIS APPLICATION WILL BE FILED FOR \$100.00 FOR EACH PERSON LISTED IN SECTIONS 8 AND 9 ON THE APPLICATION. MASTERFILE APPLICANTS MUST INCLUDE A FEE OF \$250.00 FOR EACH PERSON LISTED PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE. (Application filed directly to the state)

NOTE: Check the appropriate box at the top to indicate whether you are Limited Liability Company (LLC), Partnership or Corporation.

Attach the following supporting documents to the Report of Changes Application:

- Certificate of Incorporation (or) Date stamped Articles or, Partnership Agreement (Limited and General Partnerships)
- Certificate of Good Standing dated within the last two years
- Certificate of Authority (only if a foreign corporation)
- Copies of minutes of meetings by the Corporation, Limited Liability Company or Partnership supporting the changes reflected on the front of this application. This includes letters of resignation, or appointment of any officers, or directors of a Corporation, or any managing member or members of a Limited Liability Company, or any general or limited partner in a Partnership (including husband and wife partnerships).
- NOTE: If the Licensee as listed on Line 1 has a sole stockholder that is a Corporation, or LLC, or Partnership, attach a letter designating one officer, or managing member or the general partner to be the "principal person" for the applicant. This person MUST ALSO fill out a DR8404-I (Individual History Record) and submit fingerprints by making an appointment with an approved State Vendor through the Vendor's website:

The vendors are as follows:

IdentoGO - <https://uenroll.identogo.com/>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website:

<http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722

Toll Free: 833-224-2227

This application and all supporting documents must FIRST BE FILED WITH, AND APPROVED BY, THE LOCAL LICENSING AUTHORITY (CITY, TOWN, COUNTY). Applications will not be accepted unless all applicable questions are fully answered, all supporting documents correspond exactly with the name of the applicant.

1. List the name of the Corporation or Limited Liability Company or Partnership
2. List the State Sales Tax Number.
3. List the Applicant's State Liquor License Number.
4. List the Trade name of the business.
5. List the area code and telephone number of the business.
6. List the complete address, City, State and Zip Code, of the licensed premises.
7. List your mailing address if different than number 6 above.
8. List all officers, directors of a corporation, or all managing members of the LLC, or General Partners of Limited or General Partnerships. List the person's Position, Home Address, Date of Birth and the name of the person being replaced (if applicable).
9. List all 10% (or more) stockholders or members or Partners, and indicate ownership percentage, Home Address, Date of Birth, and the name of the person they purchased ownership interest from (if applicable).
10. List the name and address for service of the Registered Agent.
11. A person authorized to sign on behalf of the Applicant must sign the application, list their title, and the date the application was signed.
12. **To be filled out by the local licensing authority only. List the name of the authority and indicate if the authority is a county, town/city. Then sign the application, list your title and attest the city/county officials signature and date the application.**

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (the "Agreement") is made effective as of the 15th day of August, 2023 (the "Effective Date"), by and between Laura Flischer, an individual (the "Seller"), and Nicholas Westfall, an individual (the "Buyer") (Buyer and Seller individually referred to herein as a "Party" or collectively referred to herein as the "Parties").

Seller owns One Hundred Percent (100%) of the membership interests in Base Camp Provisions LLC (the "Company") as of the Effective Date. Seller desires to sell, and Buyer desires to purchase all of Seller's membership interests in the Company ("Interests").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PURCHASE AND SALE OF INTERESTS.

1.1 Sale of Interests.

Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase, and the Seller agrees to sell the Interests for the Purchase Price as set forth herein.

1.2 Purchase Price

(a) The purchase price for the Interests shall be Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) (the "Purchase Price").

(b) On the Closing Date, Buyers shall pay to Seller the entire purchase price by check or wire transfer.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Buyer that, as of the Effective Date of this Agreement:

2.1 Authorization. The Seller is an individual with full power and authority to enter into this Agreement, and this Agreement, when executed and delivered, will constitute a valid and legally binding obligation of such Seller.

2.2 Valid Issuance of Interests. To the best of Seller's knowledge and belief, the Interests that are being purchased by the Buyer hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

2.3 Disclosure. The Seller, through the Company and with the consent of the Company, has provided the Buyer with all the information including, but not limited to financial information, operational information, and marketing information and a copy of the real property lease between the Company and landlord related to the operation of the business on the leasehold estate, reasonably

available to the Seller without undue expense that the Buyer has requested that the Buyer believes is reasonably necessary to enable the Buyer to make such decision. To the best of Seller's knowledge and belief after reasonable investigation, neither this Agreement nor any other agreements, written statements or certificates made or delivered in connection herewith contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

2.4 Permits and Licenses. The permits, licenses, and approval of governmental or administrative authorities, including but not limited to all permits, licenses, and authorizations of the Colorado Liquor and Tobacco Enforcement Division and the City of Fruita Liquor License Authority are in full force and effect, and there is no condition, nor has any event occurred, which constitutes a material violation of the terms of any license or permit, and no suspension or cancellation of any license or permit is pending or threatened.

3. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer hereby represents and warrant to the Seller as follows:

3.1 Authorization. The Buyer has full power and authority to enter into, execute, deliver, and perform this Agreement and each of the other documents contemplated hereby which may be required to carry out the intent of this Agreement and has sufficient assets to purchase the Interests as contemplated herein. This Agreement and the other documents contemplated hereby, when executed and delivered, will constitute a valid and legally binding obligation of the Buyer.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Buyer in reliance upon the Buyer's representation to the Seller which, by the Buyer's execution of this Agreement, the Buyer confirms that the Interests to be purchased by the Buyer will be acquired for the Buyer's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part hereof, and that the Buyer has no present intention of selling, granting any participation in, or otherwise distribution of the same. By executing this Agreement, the Buyer further represents that such Buyer does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Interests.

3.3 Reliance Upon Buyer's Representations. The Buyer understand that the Interests are not registered under the Securities Act or any other governmental act, rule, or regulation because the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act and the Seller's reliance on such exemption is predicated on the Buyer's representations set forth herein. The Buyer realizes that the basis for the exemption may not be present if, notwithstanding such representations, the Buyer has in mind merely acquiring shares of the Interests for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Buyer has no such intention.

3.4 Receipt of Information. The Buyer has obtained independent advice from its own legal counsel and accounting advisors and believes that it has received all the information that the Buyer considers necessary or appropriate for deciding whether to purchase the Interests.

4. CLOSING.

4.1 Pre-closing Conditions. Prior to the date of closing, the following conditions must be satisfied by Seller or waived by Buyer:

- a. there shall be no pending litigation in which the Company is a defendant and for which there is not adequate insurance to cover any claim, including, but not limited to litigation involving claims by employees related to employment issues;
- b. there shall be no pending suspension or administrative action against any license or permit held by the Company which is issued by the Colorado Liquor and Tobacco Enforcement Division or the City of Fruita Liquor License Authority;
- c. there shall be no outstanding options, warrants or redemption rights related to the equity of the Company;
- d. the Company shall be operated in the ordinary course of business and shall have paid all outstanding obligations based upon its ordinary payment schedule for accounts payable.

4.2 Closing Date. The closing of the transaction contemplated in this Agreement shall take place on September 30th, 2023 (the "Closing Date"). The closing shall take place at the Company.

4.3 Closing Documents. At the time of the closing the Seller shall cause the Interests to be issued and delivered to the Buyer.

4.4 Closing Costs. Each of the Parties shall be responsible for all of its own costs, legal fees, accounting fees, and other expenses in the preparation of this Agreement and the other documents related to this Agreement as well as the closing of the transaction contemplated by this Agreement.

5. INDEMNIFICATION.

5.1 Indemnification by Seller. Seller, its successors, and assigns shall indemnify and hold Buyer and its successors and assigns harmless in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses in connection therewith, but excluding any diminution in value or lost profits) (collectively, the "Damages") incurred by Buyer and its successors and assigns in connection with any of the following:

- (i) Any claim by any person or other entity for any sales, broker's or finder's fee or similar fee charged for commission that arises from any action, statement, or commitment made by Seller or its agents or affiliates;
- (ii) Any material breach or other failure to perform any covenant, agreement, or obligation of Seller contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby;
- (iii) Any breach of any representation or warranty by Seller contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby;
- (iv) Any claim resulting from the actions or omissions of Seller prior to the Closing Date, or the operation of the Company by Seller prior to the Closing Date; or

(v) Seller agrees that Buyer has the right to set off against any amount due under this Agreement for the amount of any claim for indemnification under this Section 6.1 of which it receives a final judgment by a court of competent jurisdiction.

5.2 Indemnification by Buyer. Buyer and its successors and assigns shall indemnify and hold Seller and its successors and assigns harmless in respect of any and all Damages incurred by Seller, its successors or assigns in connection with any of the following:

(i) The claim by any person for any broker's or finder's fee or similar fee charged for commission that arises from any actions, statements, or commitments made by Buyer or its agents or affiliates not disclosed to Seller;

(ii) The breach or other failure to perform any covenant, agreement, or obligation of Buyer contained in this Agreement or any other instrument, including all certificates contemplated hereby or thereby; or

(iii) Any breach of any representation or warranty by Buyer contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby.

6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the Parties, and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants, except as specifically set forth herein or therein.

6.2 Survival of Warranties. The warranties, representations and covenants of the Seller and the Buyer contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

6.3 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 Governing Law. The substantive and procedural laws of the State of Colorado in the United States of America shall govern the validity, construction, interpretation, performance and enforcement of this Agreement and the parties agree to jurisdiction in the State Courts in Mesa County, Colorado.

6.5 Counterparts. This Agreement may be executed by facsimile or electronic signature as well as by original signature and may be executed in counterparts. Each counterpart shall be deemed to be an original, but such counterparts, when taken together, shall constitute but one Agreement.

6.6 *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.7 *Notices.* Unless otherwise provided, all notices and other communications required or permitted under this Agreement shall be in writing and shall be mailed by United States first-class mail, postage prepaid; sent by facsimile, email or delivered personally by hand or by a nationally recognized courier, addressed to the Party to be notified at the address or facsimile number or email address indicated for such person on the signature page hereof, or at such other address or facsimile number or email address as such Party may designate by ten (10) days' advance written notice to the other Party hereto. All such notices and other written communications shall be effective on the date of mailing, confirmed facsimile transfer, return email receipt or delivery.

6.8 *Attorneys' Fees.* If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or any ancillary agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such Party may be entitled.

6.9 *Amendments and Waivers.* Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), only with the written consent of the Parties. Any amendment or waiver affected in accordance with this paragraph shall be binding upon each future holder of all such securities.

6.10 *Further Assurances.* The Parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for implementing the intention of the Parties under this Agreement, as the Parties reasonably shall request. The Parties agree to execute any additional instruments or agreements necessary to effect the intent of this Agreement.

6.11 *Severability.* If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

SELLER: LAURA FISCHER

By: Laura Fischer

BUYER: NICHOLAS WESTFALL

By: Nicholas Westfall

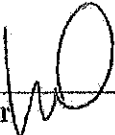
SALE, ASSIGNMENT, AND TRANSFER OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Redemption Agreement dated on a date even herewith, Laura Fischer (the "Holder"), does hereby pledge, transfer, assign, and deliver unto Nicolas Westfall (the "Assignee"), his successors and assigns, free and clear of all liens, encumbrances, claims and obligations of any nature whatsoever, all of the right, title and interest of Holder, whether now existing or hereafter arising, in and to all of her ownership in Monumental Provisions, LLC, a Colorado limited liability company, existing under and by virtue of the laws of the State of Colorado (the "Company") and as a membership interest holder thereof (the "Interests"), including, without limitation, all of her rights and interests in and to the Interests in the Company and any successor company or other successor business entity, and all of its rights and interests in, under and to, and all rights to receive any property of the Company and any distributions or payments due or to become due under the terms of the Operating Agreement of the Company as a result of the ownership of the Interests as the same have been and may hereafter be amended from time to time, and all proceeds of the foregoing;

TO HAVE AND TO HOLD the same unto the Assignee and his heirs, successors, and assigns forever.

Dated effective August 15th, 2023 irrespective of the date of actual signing.

Holder: Laura Fischer

By:  _____
Laura Fischer

**SPECIAL CONSENT MINUTES
OF
ALL OF THE MEMBERS AND MANAGERS
OF
BASE CAMP PROVISIONS, LLC**

In lieu of a Meeting of the Members and Managers of Base Camp Provisions, LLC (the "Company"), the undersigned, being all of the Members and Managers of the Company, in accordance with the Operating Agreement of the Company and in accordance with Colorado law, resolve as follows:

WHEREAS, the Laura Fischer has negotiated a Membership Interest Purchase Agreement dated August 15th, 2023 (attached hereto as Exhibit A) (the "Agreement") for the purchase of all of her Membership Interests in the Company by Nicolas Westfall; and

WHEREAS, the Members and Managers of the Company have reviewed the Agreement and believe it would be in the best interests of the Company to enter into said Agreement;

RESOLVED, that the Members and Managers do hereby ratify each and every action of the Members and Managers taken or to be taken to and sign all documents in connection with the Agreement and to ensure that the Agreement is in full force and effect.

RESOLVED, that all of the Members, having thoroughly reviewed and being familiar with the actions and performance of the Members between the last meeting of the members and this meeting, do hereby ratify, affirm and approve said actions and performance.

RESOLVED, that Laura Fischer, on behalf of the Company is authorized to enter into, execute, and deliver, on behalf of the Company, the Agreement and any and all documents necessary to effectuate the above resolutions.

RESOLVED, that Nicolas Westfall is elected as the new Manager of the Company.

Dated effective Aug 15th, 2023 irrespective of the date of actual signing.

By: [Signature]
Laura Fischer, Exiting Member

By: [Signature]
Nicolas Westfall, New Member and Manager



FRUITA

COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: MARGARET SELL, CITY CLERK/FINANCE DIRECTOR

DATE: DECEMBER 5, 2023

AGENDA TEXT: ORDINANCE 2023-14 - Second Reading - Submitting to the Registered Electors Voting in the Regular Municipal Election, to be held April 2, 2024 a Ballot Question Concerning the Retention of Revenue in Excess of Tabor Limits

BACKGROUND

The Fruita City Council accepts the TABOR Review Committee's recommendation to place a question on the April 2, 2024 ballot to extend the exemption from the fiscal year spending limitations imposed by Article X, Section 20 of the Colorado Constitution. The Committee's recommendation was to place a question on the April 2, 2024 ballot to allow the City to keep and spend all revenues in excess of the fiscal year spending limits for implementation of the City's capital improvement program and maintenance of those improvements for a six year period. Ordinance 2023-14 places this question on the April 2, 2024 ballot and sets forth the ballot question that will be on the ballot for voter consideration.

FISCAL IMPACT

From 2017 thru 2022, the exemption from the fiscal year spending limits allowed the City of Fruita to keep and spend approximately \$6.8 million in excess revenue to fund \$9.8 million in capital projects with approximately \$4.5 million of the excess revenue necessary for these projects coming from various grant sources. The current voter approved retention of revenue will expire on December 31, 2024. Continuation of this voter approved revenue change will allow the City to continue to plan for and fund capital improvement projects and respond to the needs of a growing community.

APPLICABILITY TO CITY GOALS AND OBJECTIVES

Capital improvements and equipment are a necessary and vital part of city functions. A number of the goals and objectives of the City are directly related to capital improvements. These improvements include capital projects for roads, bridges, parks, open space, drainage and other improvements to the City.

OPTIONS AVAILABLE TO THE COUNCIL

1. Adopt the proposed ordinance setting forth the ballot question to retain and spend revenue in excess of the fiscal year spending limits and placing it on the ballot for voter consideration at the April 3, 2024 regular municipal election as presented or with amendments.
2. Take no action.

RECOMMENDATION

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

ACCEPT THE TABOR COMMITTEE’S RECOMMENDATION AND ADOPT ORDINANCE 2023-14 SUBMITTING TO THE VOTERS IN THE APRIL 2, 2024 REGULAR MUNICIPAL ELECTION A BALLOT QUESTION PROVIDING FOR THE RETENTION OF REVENUES GENERATED IN EXCESS OF THE TABOR LIMITATIONS FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2030 FOR THE PURPOSES OF IMPLEMENTING THE CITY’S CAPITAL IMPROVEMENT PLAN AND THE MAINTENANCE OF THOSE IMPROVEMENTS

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF FRUITA, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS VOTING IN THE APRIL 2, 2024 REGULAR MUNICIPAL ELECTION, A BALLOT ISSUE CONCERNING A REVENUE RETENTION MEASURE PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION (TABOR) PROVIDING FOR THE RETENTION OF REVENUE IN EXCESS OF THE FISCAL YEAR SPENDING LIMITS FROM JANUARY 1, 2025 THROUGH DECEMBER 31, 2030

WHEREAS, the City of Fruita is a growing community in need of additional capital improvement projects while maintaining vital municipal services; and

WHEREAS, City of Fruita voters have approved six previous revenue retention measures in 1993, 1995, 2000, 2006, 2012 and 2018 allowing the City of Fruita to retain revenues over TABOR limits, which funds were to be used for capital projects and road maintenance; and

WHEREAS, in the 2018 election, 82% of the voters approved the revenue retention measure; and

WHEREAS, because of these positive votes for revenue retention, the City was able to complete \$9.8 million of capital improvements with the retention of \$6.8 million in excess revenue including \$4.5 million in grant funds from January 1, 2017 thru December 31, 2022; and

WHEREAS, the Fruita City Council formed a Citizen Review Committee in the fall of 2023 to analyze TABOR and its effects on the City of Fruita; and

WHEREAS, in its October 21, 2023 report, the Citizen Review Committee recommended that the Fruita City Council bring a revenue retention measure question to the voters in April of 2024 asking to keep funds over the TABOR limits for an additional six (6) year period (2025 thru 2030) with the restriction that funds be used for capital projects and the maintenance related thereto, and

WHEREAS, the Fruita City Council finds and determines that it is in the best interest of the City of Fruita to request the electors voting in the regular municipal mail ballot election to be held April 2, 2024, to authorize an increase in revenue and expenditure limitations established under Article X, Section 20 of the Colorado Constitution from January 1, 2025, through December 31, 2030 without any increase in existing tax rates or the imposition of additional taxes, for the purpose of implementing the city's capital improvement plan and maintenance thereof; and

WHEREAS, the Fruita City Council finds and determines that such requested authorization is permitted under Article X, Section 20 of the Colorado Constitution and Article 41 of Title 1, C.R.S., as amended.

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

Section 1: That the following ballot issue shall be submitted to the electors voting in the regular municipal mail ballot election to be held on April 2, 2024:

REFERRED ISSUE A

“Without increasing existing tax rates or adding new taxes of any kind, shall the City of Fruita be authorized, from January 1, 2025, through December 31, 2030, to receive and expend all grants and to collect, retain, and expend all revenues generated in excess of the revenue and expenditure limitations established under Article X, Section 20 of the Colorado Constitution for the purpose of implementing the city’s capital improvement plan including the maintenance of capital improvements?”

_____ YES _____ NO

Section 2: Upon approval of the above question by the majority of the registered electors voting thereon, the City of Fruita shall be authorized to increase its revenue and expenditure limitations from January 1, 2025, through December 31, 2030, without increasing existing tax rates or adding new taxes of any kind. The City of Fruita shall further be authorized to receive and expend State grants; and to receive and expend all tax and other revenues generated in excess of the limitations set forth in Article X, Section 20 of the Colorado Constitution for the purpose of implementing the City’s Capital Improvements Plan and maintenance of those capital improvements.

**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL
THIS 5th DAY OF DECEMBER, 2023**

ATTEST:

City of Fruita

City Clerk

Joel Kincaid, Mayor



FRUITA
COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: KIMBERLY BULLEN, PUBLIC WORKS DIRECTOR

DATE: DECEMBER 5, 2023

AGENDA TEXT: PRESENTATION – Scot Gordon with Roadway Asset Services will provide the City Council with an overview of the Pavement Assessment Project

PURPOSE

To provide City Council with an overview of the Pavement Assessment Project, including the condition of our pavement and how we will use the data to assist in the development of a pavement management program using the Budget Optimization Street Selector (BOSS) system to run budgetary modeling scenarios, configure maintenance and rehabilitation strategies, configure customized pavement deterioration curves, optimize rehabilitation candidate selection using sound financial modeling constraints such as cost of deferral, develop logical projects, and show the true cost of deferred maintenance over time.

BACKGROUND

The City of Fruita entered into a contract with Roadway Asset Services (RAS) to conduct a field survey of the pavement conditions on all city roads following the ASTM Standard D6433 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” The PCI was conducted on approximately 99 test miles of paved roads in the city limits on each street segment and assets were extracted from both sides of the roadway.

The following information was provided to the city based on the assessment:

- Mobile data collection of roadway imagery and pavement distress.
- ASTM D6433 compliant pavement rating and assessment.
- Inventory of curb and gutter, traffic signs and supports, sidewalks, and curb ramps.
- Final PCI and distress data in a format compatible with work order system.
- Preferred treatment options and historical performance and develop appropriate decision trees for PCI levels based on experience with pavement performance and understanding critical conditions to apply appropriate treatments.

This agenda item is for informational purposes only. No action is necessary.



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL & FRUITA HOUSING AUTHORITY

FROM: MIKE BENNETT, FRUITA CITY MANAGER AND HOUSING AUTHORITY EXECUTIVE DIRECTOR

DATE: DECEMBER 5, 2023

AGENDA TEXT: To Adjourn as the Fruita City Council and Convene as the Fruita Housing Authority and to Consider Recommending a 2024 Budget for the Housing Authority Fund to the Fruita City Council.

BACKGROUND

The purpose of this agenda item is for the City Council to adjourn and to convene as the Fruita Housing Authority, in order to make a formal recommendation on the 2024 Budget to the Fruita City Council. Per the Fruita Housing Authority bylaws, the Housing Authority “shall annually submit a budget to the Fruita City Council for review and approval in accordance with the City of Fruita’s annual budget schedule”.

A draft copy of the City of Fruita’s recommended budget was presented to the City Council at the September workshop. Since then, staff has been presenting on various components of the draft Budget, along with having frequent discussion with the City Council. The budget is currently scheduled to be adopted on December 19, 2023 (although this could change to early January, due to recent changes by the state legislature), and prior to that, it has been requested that the Housing Authority make a formal recommendation on the budget to the City Council.

The draft 2024 Fruita Housing Authority Budget is included with this cover sheet as an attachment. Since the budget was introduced in December, there has been no changes to the Housing Authority Budget. Here is an overview of the budget:

Revenues of \$55,100 included developer reimbursements of \$50,000 and a \$5,100 transfer from the Fruita Economic Development Fund. It is estimated that the Housing Authority will receive \$50,000 in reimbursement of legal fees associated with LITEC project application in Fruita, if specific projects move forward. If not, there will be no revenue or expenses related to the project.

Expenses for the Fruita Housing Authority are budgeted to decrease overall, and that is due to a decrease in general legal expenses related to creating the Housing Authority. Overall expenses \$55,100 included \$55,000 for legal fees and \$100 for any public noticing/publishing.

FISCAL IMPACT

Recommending this 2024 Annual Budget has an overall fiscal impact of \$55,100, if approved by the Fruita City Council.

This amount includes current year revenues of:	\$55,100
Use of Available Funds:	<u>\$0.00</u>
Total	\$55,100

OPTIONS AVAILABLE TO THE COMMISSION

1. Recommend the current draft of the 2024 Fruita Housing Authority Budget to the Fruita City Council as part of the City of Fruita’s Annual Budget Schedule.
2. Make amendments to the current draft Budget and recommend an amendment budget to the Fruita City Council

RECOMMENDATION

It is the recommendation of staff that the Fruita Housing Authority move to:

RECOMMEND THE CURRENT DRAFT OF THE 2024 FRUITA HOUSING AUTHORITY BUDGET TO THE FRUITA CITY COUNCIL AS PART OF THE CITY OF FRUITA’S ANNUAL BUDGET SCHEDULE.

Housing Authority Fund – Component Unit

Housing Authority Fund – Component Unit

This page intentionally left blank

Housing Authority Fund – Component Unit

SUMMARY

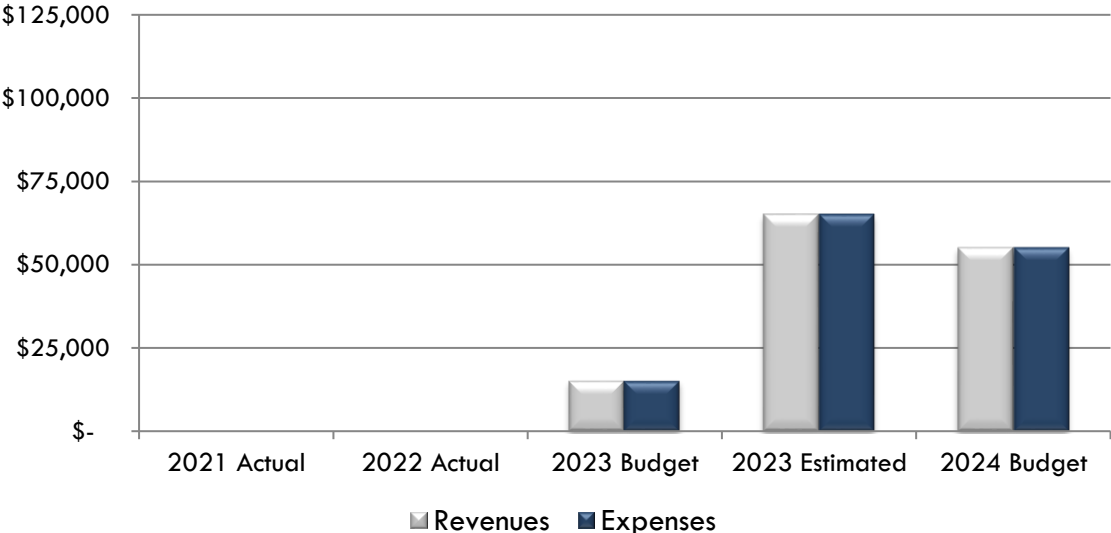
	2021 Actual	2022 Actual	2023 Budget	2023 Estimated	2024 Budget	% Chg.
Beginning Funds Available	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Revenues						
Intergovernmental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Charges for Services	-	-	-	50,000	50,000	0%
Subtotal	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	0%
Other Financing Sources	-	-	15,100	15,100	5,100	-66%
Total Revenues	\$ -	\$ -	\$ 15,100	\$ 65,100	\$ 55,100	-15%
Expenses						
Purchased Professional Services	\$ -	\$ -	\$ 15,000	\$ 65,000	\$ 55,000	-15%
Other Purchased Services	\$ -	\$ -	\$ 100	\$ 100	\$ 100	0%
Subtotal Operating Expenses	\$ -	\$ -	\$ 15,100	\$ 65,100	\$ 55,100	-15%
Transfers to Other Funds	-	-	-	-	-	N/A
Total Expense	\$ -	\$ -	\$ 15,100	\$ 65,100	\$ 55,100	-15%
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Ending Funds Available	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
Components of Funds Available						
Restricted for Housing	\$ -	\$ -	\$ -	\$ -	\$ -	N/A
	\$ -	\$ -	\$ -	\$ -	\$ -	N/A

Housing Authority Fund – Component Unit

PURPOSE OF THE FUND

The Housing Authority Fund/Component Unit was created in 2023 to assist the Fruita Housing Authority with expenses related to development applications. The Fruita Housing Authority aims to assist the City of Fruita in meeting its goals of housing for all those who want to live in Fruita and fostering cooperation and coordination with partners within and outside the City of Fruita to create affordable and attainable housing. This can be done through tax abatement projects and other state programs, such as through low-income housing tax credit finance (“LIHTC”) projects.

REVENUES AND EXPENSES



Revenues

The Housing Authority Fund is funded through contributions from the City of Fruita and developer reimbursements. In 2024, a contribution of \$5,100 is estimated to be transferred to the Housing Authority fund for general expenses related to the Housing Authority. It is also estimated that the Housing Authority will receive \$50,000 for the reimbursement of legal fees associated with LITEC project applications in the City of Fruita.

Expenses

Expenses for the Housing Authority fund are budgeted to decrease 15% compared to 2023 year-end estimates, and this is due to a decrease in general expenses related to creating the Housing Authority. Expenses include legal services and publishing for meetings.

FUNDS AVAILABLE

It is estimated that there are no funds available at the end of 2024, no change from the end of 2023.

Housing Authority Fund – Component Unit

PERSONNEL

There is no personnel costs assigned to the Fruita Housing Authority.

RESPONSIBILITIES

- To assist the City of Fruita in meeting its housing goals by fostering and coordinating cooperation with partners within and outside of the City of Fruita to create affordable housing through tax abatement programming (for instance through low-income housing tax credit financing (“LIHTC”) projects).

PRIOR YEAR ACCOMPLISHMENTS

- The Fruita Housing Authority partnered and became a special limited partner for the Fruita Mews Project. The Fruita Mews Project will create 50 townhomes in northeast Fruita that will be available to residents who make under 100% of the area median income. The Fruita Housing Authority and the development celebrated a groundbreaking for the Fruita Mews in August.

GOALS

- To collaborate with the City of Fruita on housing developments, which meet the City’s goals by utilizing the Housing Authority’s statutory tax abatement tools.
- To assist the City in attaining its commitment to create 108 affordable units over a three-year period in participation in Proposition 123, which participation may also provide additional funding to the City for affordable housing. The Fruita Mews project of 50 units counts toward the 108 goal.

BUDGET HIGHLIGHTS

- There is \$55,000 budgeted for legal expenses related to potential LITEC housing projects in Fruita. It is estimated that \$50,000 will be reimbursed by the developer, with an additional \$5,000 budgeted for any general Housing Authority legal expenses.

Component Unit - Housing Authority

Revenues

Account	Description	2021 Actual	2022 Actual	2023 Budget	2023 Estimated	2024 Budget	% Chg.
INTERGOVERNMENTAL REVENUE							
110-000-00-3314	State of Colorado Grants	-	-	-	-	-	N/A
		-	-	-	-	-	N/A
CHARGES FOR SERVICES							
129-000-00-3415	Developer Reimbursement/Fees	-	-	-	50,000	50,000	0%
		-	-	-	50,000	50,000	0%
OTHER FINANCING SOURCES							
110-000-00-3917	Transfer from Economic Development Fund	-	-	15,100	15,100	5,100	-66%
		-	-	15,100	15,100	5,100	-66%
TOTAL REVENUES		-	-	15,100	65,100	55,100	-15%

Expenses

Account	Description	2021 Actual	2022 Actual	2023 Budget	2023 Estimated	2024 Budget	% Chg.
PURCHASED PROFESSIONAL SERVICES							
129-463-35-4330	Legal Services	-	-	15,000	65,000	55,000	-15%
		-	-	-	65,000	55,000	
OTHER PURCHASED SERVICES							
129-463-35-4551	Publishing	-	-	100	100	100	0%
		-	-	100	100	100	0%
TOTAL EXPENSES		-	-	100	65,100	55,100	-15%



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL & FRUITA HOUSING AUTHORITY

FROM: MIKE BENNETT, FRUITA CITY MANAGER AND HOUSING AUTHORITY EXECUTIVE DIRECTOR

DATE: DECEMBER 5, 2023

AGENDA TEXT: To Adjourn as the Fruita Housing Authority and Reconvene as the Fruita City Council

BACKGROUND

The purpose of this agenda item is for the Fruita Housing Authority to reconvene as the Fruita City Council and to finish Council reports and actions for this meeting.

RECOMMENDED MOTION

I MOVE TO ADJOURN AS THE FRUITA HOUSING AUTHORITY AND RECONVENE AS THE FRUITA CITY COUNCIL AND THE REGULAR MEETING



FRUITA COLORADO

COUNCIL WORKSHOP AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: MIKE BENNETT, CITY MANAGER

DATE: DECEMBER 5, 2023

AGENDA TEXT: PROCLAMATIONS – Annual review of Proclamations approved for issuance

BACKGROUND

At the January 17, 2023 Regular City Council Meeting during Council Reports and Actions, Mayor Kincaid recalled how in the recent past, the Council had discussed how they would like to approve on an annual basis recurring Proclamations instead of approving them one at a time at workshop meetings. The Council reached a consensus at that meeting that it would be best to provide staff with this approval at the first meeting in December of each year so that January Proclamations do not get overlooked.

The Council also directed that emails or letters be sent to the requestors of proclamations reminding them that they must submit a request for issuance if they desire to have a Proclamation issued during the following year. This will be an annual reminder sent out in December of each year to previous requestors of Proclamations pre-approved by the City Council.

The below table lists proclamations that were approved and issued in 2023. This list does not include proclamations that were issued on a one-time basis only, such as the 50th Anniversary of Mesa County, RSVP, Inc., or the Proclamation honoring former Council member Karen Leonhart, for example.

New proclamations not on this list will continue to be reviewed by the City Council prior to issuance at a regular meeting. While the policy requires that proclamations be submitted 30 days in advance of the Council meeting where they are to be presented, the City Council will consider proclamations not meeting this deadline whenever possible.

Unless otherwise directed by City Council, staff will send out reminder emails or letters for the below Proclamations and will schedule them for the appropriate Council meetings with the requestors.

MONTH	PROCLAMATION
January 3	Martin Luther King Jr. Day
January 3	Crime Stoppers Month
February 7	Affirming Commitment to Counter Antisemitism

April 4	Proclamation for the Days of Remembrance
April 18	High School Military Commitment Recognition Day
April 18	Arbor Day
May 2	Teacher Appreciation Week
May 2	Police Week/Peace Officers Memorial Day
May 2	GV Bike Month/Bike to Work Day
May 16	National Public Works Week (Connecting the World through Public Works)
May 16	Memorial Day
June 6	Juneteenth
June 6	Pride Month
June 6	Fruita's Inclusivity Proc
June 20	Parks and Recreation Month
August 30	Suicide Prevention Month
October 17	National Long-Term Care Residents' Rights Month
November 7	Veterans Day Proclamation
November 7	Interfaith Awareness Week



FRUITA

COLORADO

Section 10, Item C.

325 E Aspen
Suite 155
Fruita CO 81521

Phone:
970-858-3663

Fax:
970-858-0210

E Mail
fruita@fruita.org

Web Site
fruita.org

City Manager's Office
970-858-3663

City Clerk/Finance
970-858-3663

Community
Development
970-858-0786

Engineering
970-858-8377

Human Resources
970-858-8373

Public Works
970-858-9558

Parks/Recreation Dept.
970-858-0360

Wastewater Treatment
Facility
970-858-4081

DATE: December 5, 2023
TO: Requestors of Proclamations at Fruita City Council meetings
FROM: Fruita City Council
RE: Proclamation requests

Dear Proclamation Requestors,

This is an annual reminder that if you would like to request that a Proclamation be issued at an upcoming Fruita City Council meeting over the course of next year, you will need to submit your request to the City of Fruita Clerk's Office by clicking on the following link:

<https://www.fruita.org/citycouncil/webform/requesting-proclamation-guidelines-and-procedures>.

You will also need to attach a copy of the updated Proclamation you are requesting.

The Fruita City Council meetings are held on the first and third Tuesday of the month at 7:00 p.m. on the 2nd Floor of the Fruita Civic Center located at 325 E. Aspen Ave. Please be sure to check the City's meeting calendar to confirm your Council meeting has not been cancelled or rescheduled.

If you need a copy of a Proclamation that was previously issued by the City of Fruita, or should you have any questions, please contact Deputy City Clerk Deb Woods (970) 639-4210 or dwoods@fruita.org.

Sincerely,

Deb Woods
Deputy City Clerk
City of Fruita



FRUITA COLORADO

AGENDA ITEM COVER SHEET

TO: FRUITA CITY COUNCIL AND MAYOR

FROM: DEBRA WOODS, DEPUTY CITY CLERK

DATE: DECEMBER 5, 2023

AGENDA TEXT: EXECUTIVE SESSION – To convene in Executive Session for the purpose of receiving legal advice from the City Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding the Grand Valley Irrigation Company and, unrelated, the City’s water rights from the Colorado River as pending in Case No. 23CW3016 development

BACKGROUND

The City Council has reason to convene in Executive Session for the purpose of receiving legal advice from the City Attorney regarding the Grand Valley Irrigation Company and, unrelated, the City’s water rights from the Colorado River as pending in Case No. 23CW3016 development. To convene in executive session, state law requires that a motion with specific language requesting the executive session be passed with 2/3 of the governing body voting in the affirmative for said motion.

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 FOR THE PURPOSE OF RECEIVING LEGAL ADVICE FROM THE CITY ATTORNEY PURSUANT TO C.R.S. SECTION 24-6-402(4)(B) REGARDING THE GRAND VALLEY IRRIGATION COMPANY AND, UNRELATED, THE CITY’S WATER RIGHTS FROM THE COLORADO RIVER AS PENDING IN CASE NO. 23CW3016 DEVELOPMENT**

ANNOUNCEMENT NO. 1

***ANNOUNCEMENT TO BE MADE BY MAYOR PRO TEM
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 December 5, 2023 and the time is _____. For the record, I am Mayor Joel Kincaid. 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:

For the purpose of receiving legal advice from the City Attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding the Grand Valley Irrigation Company and, unrelated, the City's water rights from the Colorado River as pending in Case No. 23CW3016 development

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)