

**FRUITA CITY COUNCIL  
DECEMBER 20, 2016  
7:00 P.M.**

**1. INVOCATION AND PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER AND ROLL CALL**

**3. AGENDA - ADOPT/AMEND**

**4. PROCLAMATIONS AND PRESENTATIONS**

**5. PUBLIC PARTICIPATION**

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

**6. CONSENT AGENDA**

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

- A. LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Beer and Wine Liquor License for the Hot Tomato Café and Pizzeria located at 124 N. Mulberry
- B. LIQUOR LICENSE RENEWAL – A request to approve the renewal of a Brew Pub Liquor License – Malt, Vinous and Spirituous for Suds Brothers Brewery located at 127 E. Aspen
- C. BOARDS AND COMMISSIONS APPOINTMENT – A request to approve the appointment of Sean McConville to the Historic Preservation Board to fulfill an unexpired term plus an additional three year term to expire in September of 2021
- D. FRUITA THRIFT SHOP DONATIONS – A request to approve the solicitation of donations from the Fruita Thrift Shop for a children's food program during school breaks
- E. RESOLUTION 2016-48 – A request to approve a Resolution for a Supplemental Budget and Appropriation for Senior Center and Parks equipment and trash collection services
- F. NOVEMBER 2016 FINANCIAL REPORTS – A request to approve the November 2016 Financial Reports

## **7. PUBLIC HEARINGS**

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

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

## **8. ADMINISTRATIVE AGENDA**

### **A. City Manager Mike Bennett**

- 1) Introduction of Slate Communications Marketing and Public Relations Firm and request to approve a contract between the City of Fruita and Slate Communications for marketing and promotions services

### **B. Fruita Municipal Court**

- 1) Municipal Court update from Judge Daniel Robinson

## **9. CITY MANAGER'S REPORT**

## **10. COUNCIL REPORTS AND ACTIONS**

### **A. Council Reports and Actions**

- B. EXECUTIVE SESSION – Discussion and possible action to consider a motion to convene in Executive Session regarding personnel issues under C.R.S. Section 24-6-402(4)(F) (Municipal Court Judge Review)**

## **11. ADJOURN**



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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: DEBRA WOODS, DEPUTY CITY CLERK**  
**DATE: DECEMBER 20, 2016**  
**RE: HOT TOMATO CAFÉ AND PIZZERIA - BEER AND WINE LIQUOR  
LICENSE RENEWAL LOCATED AT 124 N. MULBERRY**

### **BACKGROUND**

The Beer and Wine Liquor License for the Hot Tomato Café and Pizzeria to be located at 124 N. Mulberry is up for renewal. Their current license expires on **December 28, 2016**.

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

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

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

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

### **FISCAL IMPACT**

None.

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

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

### **OPTIONS AVAILABLE TO THE COUNCIL**

1. Renew the Beer and Wine Liquor License.
2. Schedule a hearing date to determine if there is good cause for the license to be suspended or revoked.

### **RECOMMENDATION**

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

**RENEW THE BEER AND WINE LIQUOR LICENSE FOR THE HOT TOMATO CAFÉ  
AND PIZZERIA LOCATED AT 124 NORTH MULBERRY**



**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	351.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
<b>Amount Due/Paid</b>	<b>\$351.25</b>

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>Hot Tomato, LLC</b>		DBA <b>HOT TOMATO CAFE &amp; PIZZERIA</b>		
Liquor License #	License Type <b>Beer/Wine</b>	Sales Tax License # <b>20-2991220</b>	Expiration Date <b>12/28/16</b>	Due Date
Street Address <b>124 N Mulberry ST</b>				Phone Number <b>970-858-1117</b>
Mailing Address <b>166 W Cherry ST</b>				
Operating Manager <b>Jennifer Zener</b>	Date of Birth <b>9/10/67</b>	Home Address <b>166 W Cherry ST</b>		Phone Number <b>970-216-3768</b>
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p><b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (See attached)</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Jennifer Zener</b>	Title <b>owner</b>
Signature 	Date <b>11/29/16</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For <b>The City of Fruita</b>	Date
Signature <b>LOREI BUCK</b>	Title <b>MAJOR</b>
	Attest

**Q.5: Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?**

**A: Yes. 100% owner of the Hot Tomato Café and Pizzeria Jennifer Zeuner is also 35% co-owner of Bestslope Coffee Company, LLC dba Bestslope Coffee Co. located at 129 N. Peach Street in Fruita, CO. (Colorado Alcohol Beverage License #4706696)**

**CITY OF FRUITA  
MEMORANDUM**

**DATE:** DECEMBER 3, 2015  
**TO:** FRUITA POLICE DEPARTMENT  
**FROM:** DEBRA WOODS, DEPUTY CITY CLERK  
**RE:** BEER AND WINE LIQUOR LICENSE RENEWAL

**Licensee:** Hot Tomato Café and Pizzeria  
**Location:** 124 N. Mulberry  
**Type of License:** Beer and Wine  
**Expiration Date of Current License:** December 28, 2016  
**City Council Hearing Date :** December 20, 2016  
**DUE DATE FOR POLICE REPORT:** December 16, 2016

Tips certificates on File

**Employee:** (None current) **Expiration Date:**

**Report of Fruita Police Department**

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

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

Signed *Paula Rajewich*

Date *12-5-16*



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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: DEBRA WOODS, DEPUTY CITY CLERK**  
**DATE: DECEMBER 20, 2016**  
**RE: A REQUEST FOR APPROVAL FOR THE RENEWAL OF A BREW PUB LICENSE – MALT, VINOUS, AND SPIRITUOUS FOR SUDS BROTHERS BREWERY II, LLC DBA SUDS BROTHERS BREWERY LOCATED AT 127 E. ASPEN**

### **BACKGROUND**

The Brew Pub Liquor License For Suds Brothers Brewery located at 127 E. Aspen Blvd, is up for renewal. Their current license expired on January 19, 2017. The City Clerk's office has not been advised of any issues or concerns related to the liquor license during the past year. There are no TIPS certificates on file at the City Clerk's Office.

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

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

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

### **FISCAL IMPACT**

None.

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

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

**OPTIONS AVAILABLE TO THE COUNCIL**

1. Renew the Brew Pub Liquor License for Suds Brothers Brewery located at 127 E. Aspen Ave.
2. Schedule a hearing date to determine if there is good cause for the license to be suspended or revoked.

**RECOMMENDATION**

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

**RENEW THE BREW PUB LIQUOR LICENSE FOR SUDS BROTHERS  
BREWERY LOCATED AT 127 E. ASPEN**



**RETAIL LIQUOR OR 3.2 BEER  
 LICENSE RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$750.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

SUDS BROTHERS BREWERY  
 P O BOX 9  
 FRUITA CO 81521

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>SUDS BROTHERS II LLC</b>		DBA <b>SUDS BROTHERS BREWERY</b>		
Liquor License # <b>42877400000</b>	License Type <b>Brew Pub (city)</b>	Sales Tax License # <b>42877400000</b>	Expiration Date <b>01/19/2017</b>	Due Date <b>12/05/2016</b>
Operating Manager <b>Terri Martinez</b>	Date of Birth <b>9-9-54</b>	Home Address <b>807 San Luis Ct fruita CO 81521</b>		
Manager Phone Number <b>307-389-1155</b>	Email Address <b>terri.m_150@hotmail.com</b>			
Street Address <b>127 E ASPEN FRUITA CO 81521-2543</b>				Phone Number <b>9708581571</b>
Mailing Address <b>P O BOX 9 FRUITA CO 81521</b>				

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*if rented, expiration date of lease \_\_\_\_\_
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.**
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  
 YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO  
**Brenhaus 152 MESA St. Fruita CO 81521 LIQ LIC# 4704670**

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Terri C. Martinez</b>	Title <b>Co-owner manager</b>
Signature <b>TC Martinez</b>	Date <b>October 27 2016</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For <b>The City of Fruta</b>	Date
Signature <b>LORI BUCK</b>	Title <b>MAYOR</b>
	Attest

**CITY OF FRUITA  
MEMORANDUM**

**TO: FRUITA POLICE DEPARTMENT**  
**FROM: DEBRA WOODS, DEPUTY CITY CLERK**  
**DATE: DECEMBER 12, 2016**  
**RE: BREW PUB LIQUOR LICENSE RENEWAL**

**License Information**

**Licensee:** Suds Brothers Brewery  
**Location:** 127 E. Aspen Ave.  
**Type of License:** Brew Pub  
**Expiration Date of Current License:** January 19, 2017  
**City Council Hearing Date :** December 20, 2016  
**DUE DATE FOR POLICE REPORT:** December 16, 2016

**Tips certificates on File**

<b>Employee:</b>	<b>Expiration Date:</b>
George Klenk	6/8/2018
Rochelle Tufly	6/8/2018
Ashley Dighiera	6/8/2018
Terri Martinez	6/8/2018
Becky Klenk	6/8/2018
Jay Harris	6/8/2018

**Report of Fruita Police Department**

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

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

Signature: Paula Rajewski Date 12-14-16  
Fax: 858-0210 E:Mail : dwoods@fruita.org



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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL**

**FROM: DEPUTY CITY CLERK DEBRA WOODS FOR MAYOR BUCK AND COUNCILOR BONAR**

**DATE: DECEMBER 20, 2016**

**RE: BOARDS AND COMMISSIONS APPOINTMENT – A REQUEST TO APPROVE THE APPOINTMENT OF SEAN MCCONVILLE TO THE HISTORIC PRESERVATION BOARD TO FULFILL AN UNEXPIRED TERM PLUS AN ADDITIONAL THREE-TERM TO EXPIRE IN SEPTEMBER OF 2021**

### **BACKGROUND**

In June of 2016, member Julie Kovach resigned from the Historic Preservation Board, therefore creating a vacancy. Her term was due to expire in September of 2018.

On December 2, 2016, Sean McConville submitted his application to be appointed to the Historic Preservation Board.

Mayor Buck and Board Liaison Councilor Bonar recommend the appointment of Sean McConville to the Historic Preservation Board to fulfill the unexpired vacancy plus an additional three-year term to expire in September of 2021.

If Sean McConville is appointed, there will be no remaining vacancies on the Historic Preservation Board.

### **FISCAL IMPACT**

N/A

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

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

### **OPTIONS AVAILABLE TO THE COUNCIL**

1. Appoint Sean McConville to the Historic Preservation Board to fulfill an unexpired term plus an additional three-year term to expire in September of 2021



2. Instruct staff to publish a notice of vacancy and repeat the interview process.

**RECOMMENDATION**

It is the recommendation of Mayor Buck and Councilor Bonar that the following appointment be made:

Sean McConville to the Historic Preservation Board to fulfill an unexpired term plus an additional three-year term to expire in September of 2021

revd 12/2/16



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

**BOARD OR COMMISSION:**

**NAME:** Sean J. McConville

**MAILING ADDRESS:** 946 Harrison Ave

**City:** Fruita

**State:** CO

**Zip:** 81521

**RESIDENCE ADDRESS:** 946 Harrison Ave

**PHONE NUMBER:**

Home 970-846-8469

Work

**E-MAIL ADDRESS:** mcconville sean@hotmail.com

**How long have you been a resident of Fruita?** April 2016

**Occupation/Employer:** Colorado National Monument

**List any volunteer and/or work experience:** See attached resume.

**Are you presently serving on a board or commission? If so, which one(s)?** No

**Why do you want to be a member of this board or commission?** I'm interested in the engagement and exposure to historic preservation issues on a local level. I study historic preservation online through Lamar Community College and this would allow me to be involved in a field I enjoy and interact on issues that are important to the community.

**List any abilities, skills, or interests which are applicable to the board or commission for which you are applying.** I'm a historic mason at Colorado National Monument and have worked on a variety of preservation projects throughout the state. I will earn a Associates Degree in December of 2017 in Historic Preservation with a emphasis on Historic Building Technology.

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

Are you committed to attending meetings?      → Yes      → No

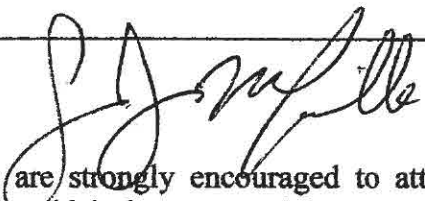
Are you committed to serving an entire term?      → Yes      → No

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

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

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

Signature



Date

11/30/2014

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

**ATTACHMENTS TO APPLICATION MUST BE LIMITED TO TWO PAGES**

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

# SEAN J. MCCONVILLE

946 Harrison Avenue  
Fruita, CO 81521  
(970)846-8469

[mcconvillesean@hotmail.com](mailto:mcconvillesean@hotmail.com)

## **OBJECTIVE:**

To obtain a historic preservation board seat utilizing my current skills acquired from prior preservation experiences and build upon my current knowledge in historic preservation on a local level.

## **EDUCATION:**

*August 2015- Present*

Lamar Community College  
Lamar, Colorado 81052

Associates Degree in Historic Preservation with emphasis in Historic Construction Methods. Anticipated graduation in December of 2017.

*August 1997-May 2000*

Illinois State University  
Normal, IL

Graduated Spring 2000 with a Bachelor's Degree in Industrial Technology, Printing Management and Imaging Technology.

## **TRAINING AND CERTIFICATIONS:**

Skid-Steer (Bobcat) Operation  
Wilderness First Responder/CPR  
Certified Bicycle Mechanic  
Wildland Power Saw S212 (A Faller)  
Crosscut Saw Training  
Equestrian 101 and Packing

ATV Operating (ATV Safety Institute)  
Forklift Operation  
Dirt Bike Training  
Snowmobile Training  
Trail Crew Leadership Training  
Road Flagging Certification

## **EXPERIENCE:**

*April 2016- Present (Full Time)*  
*April 2014- October 2014*  
*July 2013-December 2013*  
*April 2010-October 2010*  
*Seasonal*

Department of the Interior  
National Park Service  
Colorado National Monument  
Fruita, CO 81501

Maintenance Worker/Trails, Division of Facilities Management; Responsibilities included dry stone masonry, general trail maintenance, historic masonry, and following historic preservation methods.

*May 2015- November 2015*  
*May 2013-July 2013*  
*April 2012- November 2012,*  
*June 2011-December 2011*  
*Seasonal*

Department of the Interior  
National Park Service  
Great Sand Dunes National Park  
Mosca, CO 81146

Trails Supervisor, Division of Facilities Management; Responsibilities include trails lead on 40+ miles of wilderness trails and conservation crew/project logistics.

*April 2007-January 2010*

Steamboat Pilot & Today  
Daily Newspaper  
1901 Curve Plaza  
Steamboat Springs, CO 80477

Newspaper Pressman; Responsibilities included press prep, press maintenance and printing on a eight unit Goss Community press with two Global four high integrated web systems.

*June 2002-October 2006*  
*Seasonal*

Department of Agriculture  
U.S. Forest Service  
925 Weiss Drive  
Steamboat Springs, CO 80487

Forestry Technician/Trails; Responsibilities included trail maintenance, forest protection officer, wildland fire crew member and motorized trail crew leader.



**FRUITA**  
COLORADO

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## **AGENDA ITEM COVER SHEET**

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**TO: FRUITA CITY COUNCIL & MAYOR**  
**FROM: JUDY MACY, CHIEF OF POLICE**  
**DATE: DATE: 12/20/16**  
**RE: REQUEST TO SOLICIT DONATIONS**

### **BACKGROUND**

SRO Jessica Rezak has learned that there are some children in our schools that need food (specifically) during school breaks – during the holidays, spring break, etc. As her letter (attached) indicates, there are resources in place for these children on weekends - during the school year only. However, there is a shortfall during school breaks, holidays and during the summer months.

As a starting point, Officer Rezak is asking to solicit donations from the Fruita Thrift Store. If the program is successful, she is considering expanding the program. If so, City Council will be advised of further requests for donations.

### **FISCAL IMPACT**

None.

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

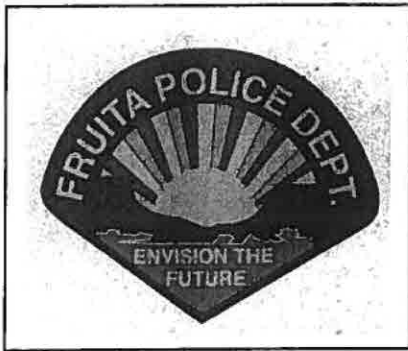
I believe this program meets one of our city goals: *Quality of Place* - with regard to education, essential services, and an “inclusive community of doers.”

### **OPTIONS AVAILABLE TO THE COUNCIL:**

Approve the request or to not approve the request.

### **RECOMMENDATION:**

Recommend this request be approved.



## **FRUITA POLICE DEPARTMENT**

157 S Mesa St · Fruita, CO 81521  
Phone (970) 858-3008 / Fax (970) 858-3665

Fruita Thrift Store,

12/06/16

My name is Jessica Rezak and I have been a police officer for the City of Fruita since January of 2009. Last year I took a position as School Resource Officer and currently monitor Shelledy Elementary, Fruita 8/9, and Fruita Monument High School. Working with kids has been an eye opening and rewarding experience.

After speaking with the principal at Shelledy Elementary and advising her I wanted to do something for families in need during the holidays she advised there's a large need for food. She said there are numerous families that need assistance during school breaks. She said the backpack program serves kids over the weekends but there is not a service to provide food an essentials over holidays, school breaks, and summer vacation. After finding out there is a number of kids whose families are struggling to put food on the table. I want to start a program to help those in need.

Children have a hard enough time growing up. I don't want finding food to be one of those issues. If I along with local donations can help put food on the table during the "tough times," I would like to start a program to help with this. If your business or organization is able to help anything would be greatly appreciated.

If you choose to make a monetary donation the money will go into an account with the City of Fruita and therefore be managed. Receipts and other documentation you would need will be available for your review. Thank you for your consideration and taking the time to read this. A little help can make a big difference in a child's life.

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Officer Jessica Rezak

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## AGENDA ITEM COVER SHEET

**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: MARGARET SELL, FINANCE DIRECTOR**  
**DATE: DECEMBER 20, 2016**  
**RE: RESOLUTION 2016-48 FOR SUPPLEMENTAL BUDGET AND APPROPRIATION FOR SENIOR CENTER AND PARKS EQUIPMENT AND TRASH COLLECTION SERVICES**

### **BACKGROUND**

This budget amendment appropriates additional funds not anticipated at the time the 2016 Budget as follows:

- Eagle Scout Hawkins has donated \$1725 in funds for the acquisition of Automatic External Defibrillators for Little Salt Wash Park
- Seniors have raised funds through their aluminum can recycling program to repair the pool table at the Senior Center
- Additional revenues from charges for services have been received and are needed to offset the cost of providing trash collection services
- 

### **FISCAL IMPACT**

Additional funds are available to offset the appropriations (expenses) in this budget amendment and therefore, there is no significant fiscal impact as a result of this budget amendment.

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

The Budget is a financial plan developed for the purpose of allocating resources necessary to implement specific policies and strategies to achieve short and long term goals established by the City throughout the year. This budget amendment works towards achieving the goals for *Quality of Place* and *Lifestyle* through the enhancement of services to the community.

### **OPTIONS TO THE COUNCIL:**

- Approve the budget amendment as presented or with amendments
- Take no action and return funds intended for the above noted purposes to the appropriate agencies.

### **RECOMMENDATION:**

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

**ADOPT RESOLUTION 2016-48 AMENDING THE 2016 BUDGET TO APPROPRIATE ADDITIONAL FUNDS IN THE GENERAL FUND AND TRASH FUND**

**RESOLUTION 2016-48**

**A RESOLUTION FOR SUPPLEMENTAL BUDGET AND APPROPRIATION  
FOR THE CITY OF FRUITA FOR THE 2016 FISCAL YEAR IN THE GENERAL FUND  
AND TRASH FUND**

**WHEREAS**, the City received donations for senior programs and it is necessary to appropriate a portion of these funds for repair of the pool table in the Senior Center, and

**WHEREAS**, the City has received a donation from an Eagle Scout project to purchase two Automated External Defibrillators (AED) for use at the Little Salt Wash Park, and

**WHEREAS**, the City has received revenues from charges for services in excess of amounts budgeted and it is necessary to appropriate these funds to offset increased expenses associated with trash collection services, and

**WHEREAS**, pursuant to Article 8.10 of the Fruita City Charter, the City Manager certifies there are sufficient funds available for the supplemental appropriations.

**NOW, THEREFORE, BE IT RESOLVED BY THE FRUITA CITY COUNCIL TO APPROPRIATE FUNDS AS FOLLOWS:**

**Section 1:** That the 2016 appropriation for the General Fund is hereby increased by \$2,275 from \$8,166,725 to \$8,169,000 from the following sources for the following uses:

**Source of Funds**

Senior Can Donations .....	\$ 550
Parks Donation (Eagle Scout Project) .....	1,725
	<b>\$ 2,275</b>

**Use of Funds**

Senior Program (pool table repairs) .....	\$ 550
Parks Equipment (AED units for LSW Park) .....	1,725
	<b>\$ 2,275</b>

**Section 2:** That the 2016 appropriation for the Trash Fund is hereby increased by \$6,000 from \$671,000 to \$677,000 from the following sources for the following uses:

**Source of Funds**

Charges for services .....	\$6,000
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**Use of Funds**

Service contract for trash collection .....	\$6,000
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**PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL THIS  
20<sup>th</sup> DAY OF DECEMBER, 2016**

ATTEST:

CITY OF FRUITA

\_\_\_\_\_  
Margaret Sell, City Clerk

\_\_\_\_\_  
Lori Buck, Mayor



City of Fruita  
325 E. Aspen,  
Fruita, CO 81521  
(970) 858-3663  
www.fruita.ora

## AGENDA ITEM COVER SHEET

**TO:** FRUITA CITY COUNCIL AND MAYOR  
**FROM:** MARGARET SELL, FINANCE DIRECTOR  
**DATE:** DECEMBER 20, 2016  
**RE:** NOVEMBER 2016 FINANCIAL REPORTS

### **BACKGROUND**

Attached are copies of the November 2016 Financial Reports for the City of Fruita.

**Sales and Use Tax Revenues.** The following chart shows the percentage change in the most recent months collections of sales and use tax revenue compared to the same month last year, and the year to date collections compared to the same time frame for the prior year. City and County sales and use tax revenues are up year to date from the prior year by \$77,284 and ahead of budget for a combined total of \$29,722.68.

<b>Sales and Use Tax Revenues</b>			
<b>Type</b>	<b>Month</b>	<b>% change Month</b>	<b>% change Y-T-D</b>
City	Oct-16	10.73%	2.23%
County	Oct-16	3.23%	-2.69%
Use tax on Motor Vehicles	Nov-16	-5.75%	-4.14%
Use tax on Building Materials	Nov-16	12.11%	134.18%

**Franchise Fees – November 2016.** Revenues from franchise fees for gas, electricity and cable television services are down 5% from the prior year and we are projecting a shortfall of approximately \$25,000 to \$35,000 from budgeted amounts.

**Community Center Fund – October 2016.** The combination of city sales and use tax revenues for the month reflect a 3.64% decrease from 2015 revenues and are up 6.9% for the year which compares favorably to budgeted amounts which were projected to remain flat.

**Marketing and Promotion Fund – October 2016.** Lodging tax revenues are down 25% for the month and up 1.8% year to date. The 2016 budgeted amount reflects a decrease of 5% from 2015.

**General Fund Revenues – November 2016.** The General Fund Revenue report is a detailed budget to actual revenue report. Revenues are on target with budgeted amounts at 92% of the budgeted amount for the year (11/12 = 92%).



**Revenue vs Expense by Account Type – November 2016.** This report presents summary information on revenues and expenses and budget comparisons for all funds. The report includes revenues and expenses by category or type of revenue/expense and also by department. The following is a summary of the report by fund showing actual revenues and expenses as a percentage of budget.

Revenues and Expenses as Percentage of Budget - November 2016		
	Revenues as a % Budget	Expenses as a % of Budget
General Fund	92%	80%
Conservation Trust Fund	90%	84%
Marketing	103%	82%
Community Center	94%	88%
Capital Projects	75%	87%
Debt Service	88%	100%
Irrigation Water	101%	88%
Sewer	93%	85%
Trash	85%	75%
Fleet Maintenance Fund	100%	84%
Total	90%	84%

**FISCAL IMPACT**

None.

**APPLICABILITY TO CITY GOALS AND OBJECTIVES**

These reports provide financial information to the Council to monitor the City's financial position and may be used as a tool to hold staff accountable for accomplishing goals and objectives set forth in the Budget.

**OPTIONS AVAILABLE TO THE COUNCIL**

- Approval of Financial Reports
- Approval of Financial Reports with clarification on specific items

**RECOMMENDATION**

It is the recommendation of Fruita City staff that the City Council, by motion:  
**ACCEPT THE NOVEMBER 2016 FINANCIAL REPORTS AS PRESENTED.**

**GENERAL FUND 2% CITY SALES TAX REVENUES - DECEMBER 6, 2016**

	2010	2011	2012	2013	2014	2015	2016	\$ Variance	% Variance
Jan	98,322.29	89,314.15	101,419.74	110,204.24	107,894.03	108,459.92	102,654.47	-5,805.45	-5.35%
Feb	84,525.46	95,295.86	110,489.69	96,957.80	117,630.56	107,188.89	109,027.57	1,838.68	1.72%
Mar	100,841.31	99,780.60	107,316.93	116,327.45	151,397.66	122,437.25	122,491.87	54.62	0.04%
Apr	102,872.82	120,678.35	142,421.79	131,340.78	130,473.13	119,605.83	130,968.87	11,363.04	9.50%
May	110,519.20	110,761.47	96,366.93	139,145.24	146,354.29	141,096.11	146,283.09	5,186.98	3.68%
Jun	113,710.31	121,036.54	153,521.01	134,614.06	145,170.75	142,137.11	143,707.98	1,570.87	1.11%
Jul	106,381.35	111,666.79	117,642.13	119,997.86	128,914.77	129,557.37	119,795.39	-9,761.98	-7.53%
Aug	106,951.08	108,226.15	117,891.22	132,205.95	139,363.95	116,732.34	142,278.27	25,545.93	21.88%
Sep	109,072.31	127,962.44	136,662.04	119,797.21	137,994.97	141,331.25	126,602.05	-14,729.20	-10.42%
Oct	100,306.58	105,477.56	118,473.48	131,267.83	123,354.93	116,359.62	128,845.80	12,486.18	10.73%
Nov	92,589.67	102,290.50	89,760.11	118,140.73	116,620.45	107,336.71			
Dec	108,661.53	110,977.83	111,679.39	123,646.37	123,855.91	111,500.58			
<b>TOTAL</b>	<b>1,234,753.91</b>	<b>1,303,468.24</b>	<b>1,403,644.46</b>	<b>1,473,645.52</b>	<b>1,569,025.40</b>	<b>1,463,742.98</b>	<b>1,272,655.36</b>	<b>27,749.67</b>	<b>2.23%</b>
<b>%</b>	<b>3.14%</b>	<b>5.57%</b>	<b>7.69%</b>	<b>4.99%</b>	<b>6.47%</b>	<b>-6.71%</b>			

2016 Budget= \$1,525,000, 4% Increase from 2015 Actual Revenues

1,244,905.69 1,272,655.36 27,749.67 2.23%

1,033,502.71 1,090,199.91 1,202,204.96 1,231,858.42 1,328,549.04 1,244,905.69 1,272,655.36

**COUNTY SALES TAX REVENUES- DECEMBER 9, 2016**

	2010	2011	2012	2013	2014	2015	2016	\$ Variance	% Variance
Jan	113,058.19	120,360.46	139,025.37	134,836.51	130,571.18	143,816.00	143,233.57	-582.43	-0.40%
Feb	118,275.57	128,907.44	141,496.92	132,354.45	136,453.63	139,681.16	140,142.92	461.76	0.33%
Mar	139,649.23	147,913.58	160,249.88	152,973.96	156,998.09	166,560.39	155,984.45	-10,575.94	-6.35%
Apr	133,088.63	143,042.21	160,533.08	151,855.18	154,276.05	159,563.89	159,418.10	-145.79	-0.09%
May	147,139.03	153,133.55	154,553.36	160,201.04	162,075.43	176,074.56	162,276.46	-13,798.10	-7.84%
Jun	119,282.18	162,878.08	161,305.05	163,671.23	165,562.44	176,818.44	177,343.44	525.00	0.30%
Jul	143,771.76	152,964.04	147,950.00	155,143.98	166,412.21	168,785.26	150,780.84	-18,004.42	-10.67%
Aug	151,631.97	166,457.23	162,644.66	160,891.70	167,517.03	169,601.48	173,859.59	4,258.11	2.51%
Sep	148,068.43	155,015.91	151,264.37	158,830.58	169,036.62	175,746.65	164,868.76	-10,877.89	-6.19%
Oct	145,127.53	134,741.13	147,651.90	156,348.63	156,686.58	151,764.08	156,669.81	4,905.73	3.23%
Nov	144,375.13	153,895.13	141,634.37	149,817.01	153,873.00	166,473.69			
Dec	170,647.84	181,793.63	173,798.76	177,187.35	194,349.22	184,665.83			
<b>TOTAL</b>	<b>1,674,115.49</b>	<b>1,801,102.39</b>	<b>1,842,107.72</b>	<b>1,854,111.62</b>	<b>1,913,811.48</b>	<b>1,979,551.43</b>	<b>1,584,577.94</b>	<b>-43,833.97</b>	<b>-2.69%</b>
<b>%</b>	<b>-4.18%</b>	<b>7.59%</b>	<b>2.28%</b>	<b>0.65%</b>	<b>3.22%</b>	<b>3.44%</b>			

2016 Budget=\$2,040,000, 3% increase from 2015 actual revenue

Use Tax on Vehicles - 2% General Fund

	2009	2010	2011	2012	2013	2014	2015	2016	Variance	% Change
JAN	20,721.07	21,010.53	28,474.28	30,152.69	27,942.83	56,070.39	34,956.67	28,122.91	-6,833.76	-19.55%
FEB	22,901.63	23,512.06	32,236.80	25,415.92	38,537.86	36,000.06	50,225.73	36,471.71	-13,754.02	-27.38%
MAR	34,251.57	31,711.06	33,956.87	36,496.12	43,071.73	38,156.08	26,009.96	40,528.67	14,518.71	55.82%
APR	32,178.98	25,064.54	24,077.10	40,616.59	36,939.81	52,092.34	32,776.89	47,068.73	14,291.84	43.60%
MAY	28,991.09	27,124.89	41,212.91	45,918.39	41,984.05	42,159.85	42,823.62	43,755.86	932.24	2.18%
JUN	31,756.88	26,232.32	38,459.02	41,628.76	44,597.09	42,893.54	41,419.11	63,513.86	22,094.75	53.34%
JUL	27,302.19	31,988.69	39,392.08	40,487.84	38,899.29	46,697.95	52,885.65	54,218.60	1,332.95	2.52%
AUG	26,662.40	32,405.36	39,759.24	47,323.03	48,828.89	52,311.48	64,714.85	45,673.29	-19,041.56	-29.42%
SEP	31,920.89	39,773.57	35,811.70	30,358.71	45,580.49	37,084.71	58,410.57	44,344.61	-14,065.96	-24.08%
OCT	27,699.09	25,993.80	30,785.97	47,064.75	43,843.87	60,005.46	53,854.48	36,179.44	-17,675.04	-32.82%
NOV	17,431.56	26,057.48	28,049.93	25,419.72	41,660.04	29,508.89	46,492.91	43,817.97	-2,674.94	-5.75%
DEC	25,156.62	22,964.99	37,661.47	37,047.69	50,357.95	50,261.97	48,616.81			
YTD	326,973.97	333,839.29	409,877.37	447,930.21	502,243.90	543,242.72	553,187.25	483,695.65	(20,874.79)	-4.14%
%	-41.02%	2.10%	22.78%	9.28%	12.13%	8.16%	1.83%			
							504,570.44	483,695.65	(20,874.79)	-4.14%

2016 Budget = \$520,000 - 5.4% decrease from 2015 actual revenues

Use Tax on Building Materials - 2% General Fund

	2009	2010	2011	2012	2013	2014	2015	2016	Variance	% Change
JAN	3,558.19	18,147.60	5,439.12	26,313.85	20,923.45	13,167.04	14,735.14	3,256.46	-11,478.68	-77.90%
FEB	4,047.25	8,504.62	16,282.90	16,100.01	14,788.93	11,632.38	2,458.97	14,608.11	12,149.14	494.07%
MAR	6,919.27	6,162.62	30,509.68	25,506.73	10,552.31	7,307.73	8,211.61	14,726.17	6,514.56	79.33%
APR	8,919.35	35,306.94	9,839.22	14,732.71	26,597.25	14,357.92	7,344.73	34,284.04	26,939.31	366.78%
MAY	9,562.65	16,486.49	7,073.59	12,539.25	13,725.38	12,874.85	3,720.34	29,705.49	25,985.15	698.46%
JUN	13,956.59	11,810.90	3,208.84	21,515.83	11,902.04	13,891.13	6,139.39	12,846.67	6,707.28	109.25%
JUL	17,372.54	16,884.69	7,956.54	18,255.65	15,093.09	24,526.19	9,501.34	13,947.52	4,446.18	46.80%
AUG	25,575.83	9,649.66	7,344.90	16,064.36	27,974.64	12,311.44	7,115.25	8,116.85	1,001.60	14.08%
SEP	11,542.90	4,380.71	13,268.39	24,727.66	13,947.63	21,844.73	7,596.69	49,757.18	42,160.49	554.99%
OCT	14,667.33	11,302.35	17,526.21	17,943.01	23,497.04	9,547.81	8,877.79	7,552.64	-1,325.15	-14.93%
NOV	6,436.47	14,520.62	8,709.93	5,819.74	10,256.27	9,042.11	9,442.56	10,585.97	1,143.41	12.11%
DEC	11,833.53	3,754.79	2,630.75	14,482.99	4,810.32	13,018.26	19,628.19			
YTD	134,391.90	156,911.99	129,790.07	214,001.79	194,068.35	163,521.59	104,772.00	199,387.10	114,243.29	134.18%
%	-53.64%	16.76%	-17.28%	64.88%	-9.31%	-15.74%	-35.93%			
							85,143.81	199,387.10	114,243.29	134.18%

2016 Budget - \$75,000 - 28% reduction from 2015 actual revenues

**2016 COMMUNITY CENTER FUND TAX REVENUES**  
**1% Sales and Use Tax Revenues - December 14, 2016**

	2009 Total	2010 Total	2011 Total	2012 Total	2013 Total	2014 Total	2015 Total	City Sales Tax	Use Tax on Motor Vehicles	Use Tax on Building Materials	2016 Total	\$ Change	% Chg
Jan	56,593.55	68,740.22	61,514.93	78,943.15	79,535.26	88,565.74	79,075.86	51,327.24	14,061.46	1,628.23	67,016.93	-12,058.93	-15.25%
Feb	58,002.09	58,148.39	71,825.86	76,002.81	75,142.30	82,631.50	79,936.78	54,513.78	18,235.85	7,304.05	80,053.68	116.90	0.15%
Mar	67,748.11	69,072.06	81,884.01	84,659.89	84,975.73	98,430.74	78,329.40	61,245.94	20,264.33	7,363.09	88,873.36	10,543.96	13.46%
Apr	75,033.32	81,620.90	77,165.81	98,885.55	97,438.92	98,461.69	79,863.73	65,484.43	23,534.36	17,142.02	106,160.81	26,297.08	32.93%
May	73,839.15	77,162.18	79,523.99	77,412.30	97,427.34	100,694.49	93,820.03	73,141.55	21,877.93	14,852.75	109,872.23	16,052.20	17.11%
Jun	73,538.22	75,828.93	81,352.21	108,332.79	95,556.60	100,977.70	94,847.80	71,853.99	31,756.93	6,423.34	110,034.26	15,186.46	16.01%
Jul	67,544.66	77,627.37	79,507.70	88,192.80	86,995.11	100,069.45	95,972.19	59,897.70	27,109.30	6,973.76	93,980.76	-1,991.43	-2.08%
Aug	74,268.70	74,500.07	77,665.14	90,639.31	104,504.75	101,993.43	94,281.22	71,139.13	22,836.64	4,058.43	98,034.20	3,752.98	3.98%
Sep	80,243.54	76,613.29	87,316.31	95,874.21	89,662.68	98,462.20	103,669.26	63,301.03	22,172.30	24,878.59	110,351.92	6,682.66	6.45%
Oct	68,996.64	68,780.04	76,894.86	91,740.61	99,304.36	96,454.10	89,545.94	64,422.90	18,089.72	3,776.32	86,288.94	-3,257.00	-3.64%
Nov	53,157.55	66,475.61	69,525.19	60,499.78	85,028.51	77,585.72	81,636.09		21,908.98	5,292.99			
Dec	70,957.51	67,542.34	75,635.02	81,605.04	89,407.32	93,568.08	89,872.79						
<b>TOTAL</b>	<b>819,923.04</b>	<b>862,111.40</b>	<b>919,811.03</b>	<b>1,032,788.24</b>	<b>1,084,978.88</b>	<b>1,137,894.84</b>	<b>1,060,851.09</b>	<b>636,327.69</b>	<b>241,847.80</b>	<b>99,693.57</b>	<b>950,667.09</b>	<b>61,324.88</b>	<b>6.90%</b>
% +/-		5%	6.69%	12.28%	5.05%	4.88%	-6.77%						
2016 Budget								762,500.00	260,000.00	37,500.00	1,060,000.00		
% of Budget								83.45%	93.02%	265.85%	89.69%		

889,342.21

950667.09

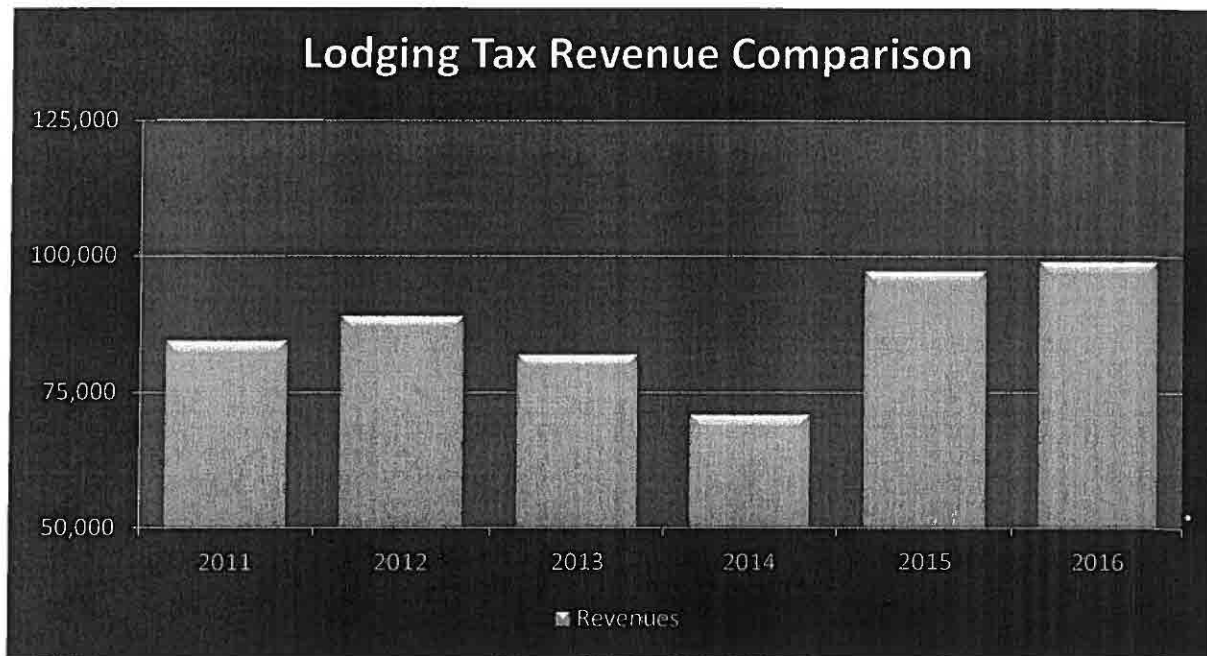
61324.88

6.90%

**MARKETING AND PROMOTION FUND**  
**3% Lodging Tax Revenues - November 22, 2016**

	2011	2012	2013	2014	2015	2016	Difference	%
Jan	3,338.63	2,076.12	1,865.42	3,835.87	3,295.72	3,009.89	-285.83	-8.67%
Feb	3,706.38	5,076.82	3,188.23	1,782.08	3,688.48	3,649.96	-38.52	-1.04%
Mar	5,794.48	7,102.70	4,233.87	6,250.18	7,582.11	7,755.49	173.38	2.29%
Apr	8,841.90	8,604.24	12,736.42	9,984.25	9,261.50	9,030.79	-230.71	-2.49%
May	11,733.32	11,886.54	13,101.84	13,393.62	13,948.38	14,533.96	585.58	4.20%
Jun	11,893.86	12,811.34	12,179.20	8,646.09	14,742.08	14,671.78	-70.30	-0.48%
Jul	9,621.68	10,697.76	7,045.91	8,991.16	11,676.25	12,857.52	1,181.27	10.12%
Aug	10,462.73	11,478.01	8,063.40	7,171.28	11,237.25	12,209.99	972.74	8.66%
Sep	10,956.22	11,061.65	7,074.25	7,753.38	12,311.19	14,161.61	1,850.42	15.03%
Oct	8,141.23	8,189.25	12,413.50	3,106.86	9,543.11	7,154.79	-2,388.32	-25.03%
Nov	5,119.32	2,957.31	3,536.66	17,384.48	4,118.50			
Dec	3,902.25	5,164.09	14,224.16	4,401.91	5,290.61			
<b>TOTAL</b>	<b>93,512.00</b>	<b>97,105.83</b>	<b>99,662.86</b>	<b>92,701.16</b>	<b>106,695.18</b>	<b>99,035.78</b>	<b>1,749.71</b>	<b>1.80%</b>
	-5.58%	3.84%	2.63%	-6.99%	15.10%			
	84,490.43	88,984.43	81,902.04	70,914.77	97,286.07	99,035.78	1,749.71	1.80%

2016 Budget - \$101,500 - 4.87% decrease from 2015 actual revenues





# General Ledger

## General Fund Revenues

User: msteelman  
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 Period 10 - 11  
 Fiscal Year 2016

Account Number	Description	Current Month	End Bal	Budget	% Received
110-000-00-3110	Property Tax	\$ (5,689.53)	\$ (1,091,744.91)	\$ (1,097,500.00)	99.48%
110-000-00-3120	Specific Ownership Tax	\$ (11,485.67)	\$ (127,918.80)	\$ (142,600.00)	89.70%
110-000-00-3130	County Sales Tax	\$ (173,859.59)	\$ (1,765,942.97)	\$ (2,040,000.00)	86.57%
110-000-00-3131	City Sales Tax	\$ (126,602.05)	\$ (1,362,646.85)	\$ (1,525,000.00)	89.35%
110-000-00-3132	Use Tax on Vehicles	\$ (36,179.44)	\$ (488,494.49)	\$ (520,000.00)	93.94%
110-000-00-3133	Use Tax on Building Materials	\$ (10,585.97)	\$ (199,375.10)	\$ (75,000.00)	265.83%
110-000-00-3142	Cigarette Tax	\$ (992.54)	\$ (9,648.69)	\$ (11,000.00)	87.72%
110-000-00-3182	Franchise Fees	\$ (42,056.36)	\$ (339,920.03)	\$ (405,000.00)	83.93%
110-000-00-3190	Penalties and Interest	\$ (340.04)	\$ (1,252.57)	\$ (3,000.00)	41.75%
	Taxes	\$ (407,791.19)	\$ (5,386,944.41)	\$ (5,819,100.00)	92.57%
110-000-00-3210	Business Licenses	\$ (212.50)	\$ (9,962.50)	\$ (18,500.00)	53.85%
110-000-00-3211	Liquor Licenses	\$ -	\$ (7,750.00)	\$ (8,500.00)	91.18%
110-000-00-3220	Street Excavation Permits	\$ (60.00)	\$ (750.00)	\$ (1,500.00)	50.00%
110-000-00-3221	Other Permits	\$ (155.00)	\$ (2,460.00)	\$ (1,500.00)	164.00%
	Licenses and permits	\$ (427.50)	\$ (20,922.50)	\$ (30,000.00)	69.74%
110-000-00-3330	Severance & Mineral Leasing Ta	\$ -	\$ (136,860.97)	\$ (150,000.00)	91.24%
110-000-00-3341	GOCO Grants	\$ -	\$ -	\$ -	0.00%
110-000-00-3342	Energy Impact Grant	\$ -	\$ (3,125.00)	\$ (11,250.00)	27.78%
110-000-00-3351	Add. Motor Vehicle Reg Fees	\$ (1,735.50)	\$ (18,517.50)	\$ (19,000.00)	97.46%
110-000-00-3352	State Highway Users Tax	\$ (32,520.38)	\$ (355,262.09)	\$ (372,000.00)	95.50%
110-000-00-3353	App. Motor Vehicle Reg Fees	\$ (2,462.50)	\$ (26,132.50)	\$ (27,500.00)	95.03%
110-000-00-3370	Tree Grants	\$ -	\$ (400.00)	\$ -	0.00%
110-000-00-3371	Mesa County Grants	\$ -	\$ (2,585.20)	\$ (2,550.00)	101.38%
110-000-00-3373	Local Agency Police Grants	\$ -	\$ (12,837.40)	\$ (12,825.00)	100.10%
110-000-00-3375	AGNC Grant	\$ -	\$ -	\$ (5,000.00)	0.00%
110-000-00-3377	Grand Valley Drainage District	\$ (10,000.00)	\$ (10,000.00)	\$ -	0.00%
110-000-00-3380	Mesa County Road & Bridge Tax	\$ (129.01)	\$ (23,384.52)	\$ (24,000.00)	97.44%
	Intergovernmental revenue	\$ (46,847.39)	\$ (589,105.18)	\$ (624,125.00)	94.39%
110-000-00-3413	Planning Fees	\$ (1,125.00)	\$ (26,862.25)	\$ (13,000.00)	206.63%
110-000-00-3421	Vehicle Inspection Fees	\$ (75.00)	\$ (1,454.00)	\$ (1,100.00)	132.18%
110-000-00-3455	Impound Fees	\$ -	\$ -	\$ (100.00)	0.00%
110-000-00-3470	Recreation Registration Fees	\$ (5,098.00)	\$ (79,503.04)	\$ (77,000.00)	103.25%
110-000-00-3472	Special Event Appl & Booth Fee	\$ (650.00)	\$ (7,942.50)	\$ (5,500.00)	144.41%
110-000-00-3473	Retail Sales	\$ (17.61)	\$ (8,982.59)	\$ (9,000.00)	99.81%
110-000-00-3475	Internet sales	\$ -	\$ (1,290.04)	\$ (1,000.00)	129.00%
110-000-00-3477	Park Rentals	\$ -	\$ (16,750.00)	\$ (11,000.00)	152.27%
110-000-00-3478	Shipping and Handling Charges	\$ -	\$ (2.20)	\$ (50.00)	4.40%
110-000-00-3479	Scholarship Program	\$ (2,190.00)	\$ (14,644.00)	\$ (13,100.00)	111.79%



<b>Account Number</b>	<b>Description</b>	<b>Current Month</b>	<b>End Bal</b>	<b>Budget</b>	<b>% Received</b>
110-000-00-3480	Manpower and other charges	\$ (4,237.00)	\$ (16,100.71)	\$ (7,775.00)	207.08%
110-000-00-3482	Mountain Water Charges	\$ -	\$ -	\$ -	0.00%
110-000-00-3483	Penalties	\$ (2,380.58)	\$ (20,860.70)	\$ (19,000.00)	109.79%
110-000-00-3484	Developer Contribution - Parks	\$ -	\$ -	\$ -	0.00%
	Charges for services	\$ (15,773.19)	\$ (194,392.03)	\$ (157,625.00)	123.33%
110-000-00-3510	City and County Court	\$ (1,043.26)	\$ (17,779.79)	\$ (26,000.00)	68.38%
110-000-00-3511	Penalty Assessments	\$ (950.00)	\$ (10,617.00)	\$ (14,500.00)	73.22%
110-000-00-3512	Restitution to City	\$ -	\$ (50.69)	\$ -	0.00%
110-000-00-3513	Misdemeanor Fee	\$ -	\$ (1,695.00)	\$ (1,500.00)	113.00%
	Fines and forfeitures	\$ (1,993.26)	\$ (30,142.48)	\$ (42,000.00)	71.77%
110-000-00-3610	Interest on deposits	\$ (2,523.77)	\$ (27,723.19)	\$ (8,000.00)	346.54%
110-000-00-3611	Interest on assessments	\$ -	\$ -	\$ -	0.00%
110-000-00-3613	Gain (Loss) on investments	\$ -	\$ (26.46)	\$ -	0.00%
	Interest	\$ (2,523.77)	\$ (27,749.65)	\$ (8,000.00)	346.87%
110-000-00-3640	Senior Center Donations	\$ (169.58)	\$ (1,017.43)	\$ -	0.00%
110-000-00-3641	Miscellaneous Donations	\$ -	\$ (2,500.00)	\$ (2,500.00)	100.00%
110-000-00-3642	Recreation Donations	\$ (1,734.68)	\$ (6,727.18)	\$ (4,600.00)	146.24%
110-000-00-3645	Special Event Donations	\$ -	\$ (19,000.00)	\$ (19,000.00)	100.00%
	Donations	\$ (1,904.26)	\$ (29,244.61)	\$ (26,100.00)	112.05%
110-000-00-3680	Miscellaneous	\$ (749.04)	\$ (3,995.14)	\$ (3,000.00)	133.17%
110-000-00-3681	Cash Over (Short)	\$ -	\$ 18.49	\$ -	0.00%
110-000-00-3682	Refunds	\$ -	\$ (161.97)	\$ -	0.00%
	Miscellaneous	\$ (749.04)	\$ (4,138.62)	\$ (3,000.00)	137.95%
110-000-00-3911	Transfer from Sewer Fund	\$ -	\$ (120,000.00)	\$ (160,000.00)	75.00%
110-000-00-3912	Transfer from Trash Fund	\$ -	\$ (38,250.00)	\$ (51,000.00)	75.00%
110-000-00-3915	Transfer from Irrigation Fund	\$ -	\$ (7,500.00)	\$ (10,000.00)	75.00%
110-000-00-3917	Transfer from Retirement Fund	\$ -	\$ -	\$ (60,000.00)	0.00%
	Transfers from other funds	\$ -	\$ (165,750.00)	\$ (281,000.00)	58.99%
110-000-00-3937	Capital Lease Proceeds	\$ -	\$ -	\$ -	0.00%
110-000-00-3950	Sale of Equipment	\$ (1,312.00)	\$ (1,492.00)	\$ -	0.00%
110-000-00-3960	Insurance payments	\$ (868.83)	\$ (3,979.05)	\$ (2,675.00)	148.75%
	Other financing sources	\$ (2,180.83)	\$ (5,471.05)	\$ (2,675.00)	204.53%
110-000-00-3625	Rent on Lands and Water	\$ (4,203.61)	\$ (29,943.71)	\$ (29,000.00)	103.25%
110-000-00-3626	Facility Rentals	\$ (460.00)	\$ (2,045.00)	\$ (1,800.00)	113.61%
	Rents	\$ (4,663.61)	\$ (31,988.71)	\$ (30,800.00)	103.86%
<b>Revenue Total</b>		<b>\$ (484,854.04)</b>	<b>\$ (6,485,849.24)</b>	<b>\$ (7,024,425.00)</b>	<b>-92.00%</b>

General Ledger  
Actual vs Budget Report



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COLORADO

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Period 10 - 11  
Fiscal Year 2016

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
<b>110</b>	<b>General Fund</b>					
000						
R01	Taxes	-407,791.19	-5,386,944.41	-5,819,100.00	-432,155.59	92.57
R02	Licenses and permits	-427.50	-20,922.50	-30,000.00	-9,077.50	69.74
R03	Intergovernmental revenue	-46,847.39	-589,105.18	-624,125.00	-35,019.82	94.39
R04	Charges for services	-15,773.19	-194,392.03	-157,625.00	36,767.03	123.33
R05	Fines and forfeitures	-1,993.26	-30,142.48	-42,000.00	-11,857.52	71.77
R06	Interest	-2,523.77	-27,749.65	-8,000.00	19,749.65	346.87
R07	Donations	-1,904.26	-29,244.61	-26,100.00	3,144.61	112.05
R08	Miscellaneous	-749.04	-4,138.62	-3,000.00	1,138.62	137.95
R09	Transfers from other funds	0.00	-165,750.00	-281,000.00	-115,250.00	58.99
R10	Other financing sources	-2,180.83	-5,471.05	-2,675.00	2,796.05	204.53
R12	Rents	-4,663.61	-31,988.71	-30,800.00	1,188.71	103.86
000		<b>-484,854.04</b>	<b>-6,485,849.24</b>	<b>-7,024,425.00</b>	<b>-538,575.76</b>	<b>92.33</b>
<b>410</b>	<b>General Government</b>					
	<i>Department</i>					
E01	Personnel services, salaries	16,105.62	166,092.63	186,725.00	20,632.37	88.95
E02	Personnel services, benefits	3,206.24	40,216.82	43,600.00	3,383.18	92.24
E03	Purchased professional service	5,591.41	45,164.99	63,250.00	18,085.01	71.41
E04	Purchased property services	369.24	5,889.86	6,600.00	710.14	89.24
E05	Other purchased services	383.97	5,767.08	8,475.00	2,707.92	68.05
E06	Supplies	39.93	9,750.77	14,050.00	4,299.23	69.40
E07	Capital	0.00	2,220.00	2,225.00	5.00	99.78
E08	Special projects	5,356.41	47,479.16	77,200.00	29,720.84	61.50
410	<i>General Government</i>	<b>31,052.82</b>	<b>322,581.31</b>	<b>402,125.00</b>	<b>79,543.69</b>	<b>80.22</b>
	<i>Department</i>					
<b>415</b>	<b>Administration Department</b>					
E01	Personnel services, salaries	21,834.68	261,170.36	285,600.00	24,429.64	91.45
E02	Personnel services, benefits	7,027.12	86,745.04	91,850.00	5,104.96	94.44
E03	Purchased professional service	4,121.01	68,790.36	80,925.00	12,134.64	85.01
E04	Purchased property services	5,430.00	82,963.77	92,500.00	9,536.23	89.69
E05	Other purchased services	886.93	24,157.40	31,250.00	7,092.60	77.30
E06	Supplies	3,671.88	49,314.81	54,875.00	5,560.19	89.87

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
E07	Capital	0.00	22,193.15	26,700.00	4,506.85	83.12
E08	Special projects	0.00	6,250.00	15,000.00	8,750.00	41.67
415	<i>Administration Department</i>	42,971.62	601,584.89	678,700.00	77,115.11	88.64
418	<i>Engineering Department</i>					
E01	Personnel services, salaries	14,380.80	174,069.63	188,875.00	14,805.37	92.16
E02	Personnel services, benefits	5,936.45	73,767.65	76,175.00	2,407.35	96.84
E03	Purchased professional service	141.00	3,531.34	24,000.00	20,468.66	14.71
E04	Purchased property services	0.00	6,418.98	6,725.00	306.02	95.45
E05	Other purchased services	120.25	1,142.76	3,250.00	2,107.24	35.16
E06	Supplies	155.75	1,425.30	8,400.00	6,974.70	16.97
E07	Capital	0.00	6,788.19	7,000.00	211.81	96.97
418	<i>Engineering Department</i>	20,734.25	267,143.85	314,425.00	47,281.15	84.96
419	<i>Community Development Dpmt</i>					
E01	Personnel services, salaries	12,137.40	148,584.65	161,375.00	12,790.35	92.07
E02	Personnel services, benefits	5,918.14	72,161.79	75,750.00	3,588.21	95.26
E03	Purchased professional service	536.00	1,778.88	2,850.00	1,071.12	62.42
E04	Purchased property services	0.00	4,379.10	4,725.00	345.90	92.68
E05	Other purchased services	37.20	4,195.52	8,300.00	4,104.48	50.55
E06	Supplies	192.94	3,314.22	8,275.00	4,960.78	40.05
E08	Special projects	560.00	3,010.00	10,000.00	6,990.00	30.10
419	<i>Community Development Dpmt</i>	19,381.68	237,424.16	271,275.00	33,850.84	87.52
421	<i>Police Department</i>					
E01	Personnel services, salaries	88,055.99	1,090,396.95	1,238,075.00	147,678.05	88.07
E02	Personnel services, benefits	35,978.27	472,292.30	494,875.00	22,582.70	95.44
E03	Purchased professional service	242.86	21,520.86	28,575.00	7,054.14	75.31
E04	Purchased property services	-264.08	78,238.06	85,725.00	7,486.94	91.27
E05	Other purchased services	25,155.67	267,347.67	303,525.00	36,177.33	88.08
E06	Supplies	3,394.67	33,066.55	72,400.00	39,333.45	45.67
E07	Capital	0.00	30,650.30	79,875.00	49,224.70	38.37
421	<i>Police Department</i>	152,563.38	1,993,512.69	2,303,050.00	309,537.31	86.56
431	<i>Public Works Department</i>					
E01	Personnel services, salaries	11,720.19	434,643.56	471,800.00	37,156.44	92.12
E02	Personnel services, benefits	676.10	181,835.32	184,475.00	2,639.68	98.57
E03	Purchased professional service	328.50	26,419.03	55,000.00	28,580.97	48.03
E04	Purchased property services	28,260.31	326,596.17	363,150.00	36,553.83	89.93
E05	Other purchased services	205.66	2,064.09	3,150.00	1,085.91	65.53
E06	Supplies	22,304.25	293,536.64	351,775.00	58,238.36	83.44
E07	Capital	0.00	437,868.59	497,025.00	59,156.41	88.10
431	<i>Public Works Department</i>	63,495.01	1,702,963.40	1,926,375.00	223,411.60	88.40

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% ExpendCollect
451	<i>Parks and Recreation Dept</i>					
E01	Personnel services, salaries	38,126.86	461,969.19	512,900.00	50,930.81	90.07
E02	Personnel services, benefits	11,045.87	159,478.86	178,525.00	19,046.14	89.33
E03	Purchased professional service	268.63	25,373.64	28,175.00	2,801.36	90.06
E04	Purchased property services	1,167.97	76,296.38	80,655.00	4,358.62	94.60
E05	Other purchased services	350.74	8,402.89	15,750.00	7,347.11	53.35
E06	Supplies	6,753.91	135,327.57	155,575.00	20,247.43	86.99
E07	Capital	0.00	26,407.03	26,420.00	12.97	99.95
E08	Special projects	490.00	31,703.00	43,100.00	11,397.00	73.56
451	<i>Parks and Recreation Dept</i>	<i>58,203.98</i>	<i>924,958.56</i>	<i>1,041,100.00</i>	<i>116,141.44</i>	<i>88.84</i>
490	<i>Non-Departmental Expenses</i>					
E02	Personnel services, benefits	1,895.97	16,340.02	22,475.00	6,134.98	72.70
E03	Purchased professional service	162.57	32,586.88	35,400.00	2,813.12	92.05
E04	Purchased property services	440.05	19,907.41	22,000.00	2,092.59	90.49
E05	Other purchased services	1,928.47	146,860.71	163,725.00	16,864.29	89.70
E08	Special projects	9,747.25	41,489.00	42,000.00	511.00	98.78
E11	Contingency	0.00	0.00	165,000.00	165,000.00	0.00
E12	Transfers to other funds	0.00	241,099.00	779,075.00	537,976.00	30.95
490	<i>Non-Departmental Expenses</i>	<i>14,174.31</i>	<i>498,283.02</i>	<i>1,229,675.00</i>	<i>731,391.98</i>	<i>40.52</i>
<b>Revenue Total</b>		<b>-484,854.04</b>	<b>-6,485,849.24</b>	<b>-7,024,425.00</b>	<b>-538,575.76</b>	<b>-0.92</b>
<b>Expense Total</b>		<b>402,577.05</b>	<b>6,548,451.88</b>	<b>8,166,725.00</b>	<b>1,618,273.12</b>	<b>0.80</b>
<b>110</b>	<b>General Fund</b>	<b>-82,276.99</b>	<b>62,602.64</b>	<b>1,142,300.00</b>	<b>1,079,697.36</b>	<b>5.48</b>

General Ledger  
Actual vs Budget Report



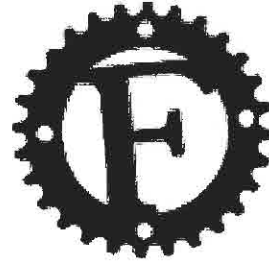
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## COLORADO

User: msteelman  
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Period 10 - 11  
Fiscal Year 2016

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
121	<b>Conservation Trust Fund</b>					
000						
R03	Intergovernmental revenue	0.00	-107,498.01	-120,000.00	-12,501.99	89.58
000		0.00	-107,498.01	-120,000.00	-12,501.99	89.58
880	<i>Purchase of Dev Rights</i>					
E08	Special projects	0.00	0.00	26,000.00	26,000.00	0.00
E12	Transfers to other funds	0.00	175,891.38	184,100.00	8,208.62	95.54
880	<i>Purchase of Dev Rights</i>	0.00	175,891.38	210,100.00	34,208.62	83.72
	<b>Revenue Total</b>	<b>0.00</b>	<b>-107,498.01</b>	<b>-120,000.00</b>	<b>-12,501.99</b>	<b>-0.90</b>
	<b>Expense Total</b>	<b>0.00</b>	<b>175,891.38</b>	<b>210,100.00</b>	<b>34,208.62</b>	<b>0.84</b>
121	<b>Conservation Trust Fund</b>	<b>0.00</b>	<b>68,393.37</b>	<b>90,100.00</b>	<b>21,706.63</b>	<b>75.91</b>

General Ledger  
Actual vs Budget Report



**FRUITA**  
COLORADO

User: msteelman  
Printed: 12/14/16 15:37:02  
Period 10 - 11  
Fiscal Year 2016

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
125	<b>Marketing and Promotion Fund</b>					
000						
R01	Taxes	-7,154.79	-104,326.39	-101,500.00	2,826.39	102.78
R04	Charges for services	0.00	-72.00	0.00	72.00	0.00
000		-7,154.79	-104,398.39	-101,500.00	2,898.39	102.86
465	<b>Marketing Operations</b>					
E01	Personnel services, salaries	1,008.40	11,999.96	14,000.00	2,000.04	85.71
E02	Personnel services, benefits	341.39	4,113.37	4,600.00	486.63	89.42
E04	Purchased property services	13.78	138.27	300.00	161.73	46.09
E05	Other purchased services	2,870.34	47,365.26	62,225.00	14,859.74	76.12
E06	Supplies	0.00	2,719.43	3,500.00	780.57	77.70
E08	Special projects	0.00	21,500.00	22,500.00	1,000.00	95.56
465	<b>Marketing Operations</b>	4,233.91	87,836.29	107,125.00	19,288.71	81.99
	<b>Revenue Total</b>	-7,154.79	-104,398.39	-101,500.00	2,898.39	-1.03
	<b>Expense Total</b>	4,233.91	87,836.29	107,125.00	19,288.71	0.82
125	<b>Marketing and Promotion Fund</b>	-2,920.88	-16,562.10	5,625.00	22,187.10	-294.44

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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>127</b>	<b>Community Center Fund</b>					
<i>000</i>						
R01	Taxes	-86,683.74	-1,025,264.23	-1,077,000.00	-51,735.77	95.20
R03	Intergovernmental revenue	0.00	-2,000.00	-2,000.00	0.00	100.00
R04	Charges for services	-76,262.83	-986,820.51	-1,046,500.00	-59,679.49	94.30
R06	Interest	-7.94	-66.38	0.00	66.38	0.00
R07	Donations	-75.00	-2,025.00	-1,700.00	325.00	119.12
R08	Miscellaneous	-120.25	-1,405.81	0.00	1,405.81	0.00
R09	Transfers from other funds	0.00	-71,250.00	-95,000.00	-23,750.00	75.00
R10	Other financing sources	0.00	-24,839.36	-24,800.00	39.36	100.16
R12	Rents	-3,570.00	-42,440.00	-40,000.00	2,440.00	106.10
<i>000</i>		<b>-166,719.76</b>	<b>-2,156,111.29</b>	<b>-2,287,000.00</b>	<b>-130,888.71</b>	<b>94.28</b>
<b>451</b>	<b>Parks and Recreation Dept</b>					
E01	Personnel services, salaries	65,648.91	847,114.14	917,575.00	70,460.86	92.32
E02	Personnel services, benefits	12,810.64	179,019.05	185,650.00	6,630.95	96.43
E03	Purchased professional service	4,818.99	41,940.95	46,350.00	4,409.05	90.49
E04	Purchased property services	6,964.44	88,409.96	98,175.00	9,765.04	90.05
E05	Other purchased services	912.39	39,282.28	45,050.00	5,767.72	87.20
E06	Supplies	15,825.87	261,870.29	298,725.00	36,854.71	87.66
E07	Capital	2,500.00	79,339.49	108,400.00	29,060.51	73.19
E12	Transfers to other funds	0.00	614,304.30	738,200.00	123,895.70	83.22
<i>451</i>	<b>Parks and Recreation Dept</b>	<b>109,481.24</b>	<b>2,151,280.46</b>	<b>2,438,125.00</b>	<b>286,844.54</b>	<b>88.24</b>
<b>Revenue Total</b>		<b>-166,719.76</b>	<b>-2,156,111.29</b>	<b>-2,287,000.00</b>	<b>-130,888.71</b>	<b>-0.94</b>
<b>Expense Total</b>		<b>109,481.24</b>	<b>2,151,280.46</b>	<b>2,438,125.00</b>	<b>286,844.54</b>	<b>0.88</b>
<b>127</b>	<b>Community Center Fund</b>	<b>-57,238.52</b>	<b>-4,830.83</b>	<b>151,125.00</b>	<b>155,955.83</b>	<b>-3.20</b>

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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>130</b>	<b>Capital Projects Fund</b>					
000						
R03	Intergovernmental revenue	10,000.00	-80,000.00	0.00	80,000.00	0.00
R05	Fines and forfeitures	0.00	0.00	0.00	0.00	0.00
R06	Interest	-566.14	-5,433.91	0.00	5,433.91	0.00
000		9,433.86	-85,433.91	0.00	85,433.91	0.00
700	<i>Contingency</i>					
E11	Contingency	0.00	0.00	62,500.00	62,500.00	0.00
R09	Transfers from other funds	0.00	0.00	-62,500.00	-62,500.00	0.00
700	<i>Contingency</i>	0.00	0.00	0.00	0.00	0.00
708	<i>Downtown Improvements</i>					
E03	Purchased professional service	0.00	8,395.00	50,000.00	41,605.00	16.79
E07	Capital	839.49	17,003.74	20,000.00	2,996.26	85.02
R03	Intergovernmental revenue	0.00	0.00	-25,000.00	-25,000.00	0.00
R09	Transfers from other funds	0.00	-12,592.00	-45,000.00	-32,408.00	27.98
708	<i>Downtown Improvements</i>	839.49	12,806.74	0.00	-12,806.74	0.00
733	<i>Sidewalk Replacement</i>					
E07	Capital	0.00	31,453.08	40,000.00	8,546.92	78.63
R05	Fines and forfeitures	0.00	-5,237.06	0.00	5,237.06	0.00
R09	Transfers from other funds	0.00	-26,216.02	-40,000.00	-13,783.98	65.54
733	<i>Sidewalk Replacement</i>	0.00	0.00	0.00	0.00	0.00
735	<i>Overlays</i>					
E07	Capital	441,740.90	442,192.47	472,950.00	30,757.53	93.50
R03	Intergovernmental revenue	-200,000.00	-200,000.00	-251,725.00	-51,725.00	79.45
R09	Transfers from other funds	0.00	0.00	-221,225.00	-221,225.00	0.00
735	<i>Overlays</i>	241,740.90	242,192.47	0.00	-242,192.47	0.00
742	<i>Hwy 340 and I-70 Improvements</i>					
E03	Purchased professional service	6,114.62	25,006.34	38,300.00	13,293.66	65.29
E07	Capital	0.00	0.00	30,000.00	30,000.00	0.00
R03	Intergovernmental revenue	0.00	-2,788.60	-20,000.00	-17,211.40	13.94



Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
R09	Transfers from other funds	0.00	0.00	-48,300.00	-48,300.00	0.00
742	<i>Hwy 340 and I-70 Improvements</i>	6,114.62	22,217.74	0.00	-22,217.74	0.00
745	<i>J.2 Road Improvements</i>					
E07	Capital	0.00	259,116.03	258,725.00	-391.03	100.15
R03	Intergovernmental revenue	0.00	-50,942.17	-50,575.00	367.17	100.73
R11	Development impact fees	0.00	-208,173.86	-208,150.00	23.86	100.01
745	<i>J.2 Road Improvements</i>	0.00	0.00	0.00	0.00	0.00
781	<i>Shop Improvements</i>					
E07	Capital	419.33	218,467.65	224,450.00	5,982.35	97.33
R03	Intergovernmental revenue	0.00	-115,000.01	-115,000.00	0.01	100.00
R09	Transfers from other funds	0.00	-99,429.21	-109,450.00	-10,020.79	90.84
781	<i>Shop Improvements</i>	419.33	4,038.43	0.00	-4,038.43	0.00
790	<i>Kokopelli Trail</i>					
E03	Purchased professional service	23,986.25	160,010.38	259,400.00	99,389.62	61.68
R03	Intergovernmental revenue	0.00	-74,516.20	-160,000.00	-85,483.80	46.57
R09	Transfers from other funds	0.00	-27,443.23	-99,400.00	-71,956.77	27.61
790	<i>Kokopelli Trail</i>	23,986.25	58,050.95	0.00	-58,050.95	0.00
791	<i>Lower Little Salt Wash Trail</i>					
E03	Purchased professional service	3,175.46	3,175.46	28,000.00	24,824.54	11.34
E07	Capital	0.00	1,212,429.09	1,260,000.00	47,570.91	96.22
R03	Intergovernmental revenue	0.00	-849,540.00	-849,500.00	40.00	100.00
R09	Transfers from other funds	0.00	-150,861.77	-220,500.00	-69,638.23	68.42
R11	Development impact fees	0.00	0.00	-28,000.00	-28,000.00	0.00
791	<i>Lower Little Salt Wash Trail</i>	3,175.46	215,202.78	190,000.00	-25,202.78	113.26
794	<i>Little Salt Wash Park</i>					
E07	Capital	205.00	11,419.48	11,250.00	-169.48	101.51
R09	Transfers from other funds	0.00	-11,214.48	-11,250.00	-35.52	99.68
794	<i>Little Salt Wash Park</i>	205.00	205.00	0.00	-205.00	0.00
798	<i>Community Recreation Center</i>					
E07	Capital	0.00	39,391.00	42,850.00	3,459.00	91.93
R09	Transfers from other funds	0.00	-34,846.00	-42,850.00	-8,004.00	81.32
798	<i>Community Recreation Center</i>	0.00	4,545.00	0.00	-4,545.00	0.00
802	<i>Veterans Memorial Park</i>					
E07	Capital	0.00	19,483.67	20,000.00	516.33	97.42
R09	Transfers from other funds	0.00	-17,983.67	-20,000.00	-2,016.33	89.92
802	<i>Veterans Memorial Park</i>	0.00	1,500.00	0.00	-1,500.00	0.00

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
803	<i>General Park Improvements</i>					
E07	Capital	0.00	8,225.00	8,500.00	275.00	96.76
R07	Donations	0.00	-8,500.00	-8,500.00	0.00	100.00
803	<i>General Park Improvements</i>	<i>0.00</i>	<i>-275.00</i>	<i>0.00</i>	<i>275.00</i>	<i>0.00</i>
<b>Revenue Total</b>		<b>-190,566.14</b>	<b>-1,980,718.19</b>	<b>-2,636,925.00</b>	<b>-656,206.81</b>	<b>-0.75</b>
<b>Expense Total</b>		<b>476,481.05</b>	<b>2,455,768.39</b>	<b>2,826,925.00</b>	<b>371,156.61</b>	<b>0.87</b>
<b>130</b>	<b>Capital Projects Fund</b>	<b>285,914.91</b>	<b>475,050.20</b>	<b>190,000.00</b>	<b>-285,050.20</b>	<b>250.03</b>

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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>140</b>	<b>Debt Service Fund</b>					
000						
R03	Intergovernmental revenue	0.00	-248,466.54	-248,450.00	16.54	100.01
R06	Interest	-262.82	-7,304.39	-4,350.00	2,954.39	167.92
R09	Transfers from other funds	0.00	-579,458.30	-695,350.00	-115,891.70	83.33
000		-262.82	-835,229.23	-948,150.00	-112,920.77	88.09
470	<i>Debt Service</i>					
E09	Debt service principal	0.00	60,000.00	60,000.00	0.00	100.00
E10	Debt interest & bond issuance	0.00	888,137.50	888,150.00	12.50	100.00
470	<i>Debt Service</i>	0.00	948,137.50	948,150.00	12.50	100.00
<b>Revenue Total</b>		<b>-262.82</b>	<b>-835,229.23</b>	<b>-948,150.00</b>	<b>-112,920.77</b>	<b>-0.88</b>
<b>Expense Total</b>		<b>0.00</b>	<b>948,137.50</b>	<b>948,150.00</b>	<b>12.50</b>	<b>1.00</b>
<b>140</b>	<b>Debt Service Fund</b>	<b>-262.82</b>	<b>112,908.27</b>	<b>0.00</b>	<b>-112,908.27</b>	<b>0.00</b>

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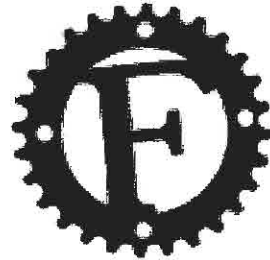
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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
211	<b>Irrigation Water Fund</b>					
000						
R04	Charges for services	0.00	-104,144.35	-103,525.00	619.35	100.60
000		0.00	-104,144.35	-103,525.00	619.35	100.60
431	<i>Public Works Department</i>					
E01	Personnel services, salaries	1,425.13	47,634.10	49,450.00	1,815.90	96.33
E02	Personnel services, benefits	449.94	17,210.55	19,475.00	2,264.45	88.37
E04	Purchased property services	0.00	1,500.00	1,500.00	0.00	100.00
E05	Other purchased services	560.50	3,236.30	8,200.00	4,963.70	39.47
E06	Supplies	0.00	13,637.64	14,900.00	1,262.36	91.53
E12	Transfers to other funds	0.00	7,500.00	10,000.00	2,500.00	75.00
431	<i>Public Works Department</i>	2,435.57	90,718.59	103,525.00	12,806.41	87.63
	<b>Revenue Total</b>	<b>0.00</b>	<b>-104,144.35</b>	<b>-103,525.00</b>	<b>619.35</b>	<b>-1.01</b>
	<b>Expense Total</b>	<b>2,435.57</b>	<b>90,718.59</b>	<b>103,525.00</b>	<b>12,806.41</b>	<b>0.88</b>
211	<b>Irrigation Water Fund</b>	<b>2,435.57</b>	<b>-13,425.76</b>	<b>0.00</b>	<b>13,425.76</b>	<b>0.00</b>

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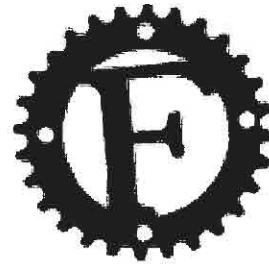
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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>212</b>	<b>Sewer Fund</b>					
000						
R04	Charges for services	-21,454.25	-2,818,143.85	-3,038,000.00	-219,856.15	92.76
R06	Interest	-1,889.83	-16,969.90	-4,300.00	12,669.90	394.65
R08	Miscellaneous	0.00	0.00	-100.00	-100.00	0.00
000		<b>-23,344.08</b>	<b>-2,835,113.75</b>	<b>-3,042,400.00</b>	<b>-207,286.25</b>	<b>93.19</b>
433	<i>Sewer</i>					
E01	Personnel services, salaries	55,612.86	393,730.15	478,725.00	84,994.85	82.25
E02	Personnel services, benefits	27,374.08	176,236.28	196,075.00	19,838.72	89.88
E03	Purchased professional service	2,625.81	48,715.79	64,000.00	15,284.21	76.12
E04	Purchased property services	732.80	78,293.24	81,250.00	2,956.76	96.36
E05	Other purchased services	9,284.25	110,110.67	120,450.00	10,339.33	91.42
E06	Supplies	25,196.67	266,260.67	365,325.00	99,064.33	72.88
E07	Capital	0.00	411,798.43	412,150.00	351.57	99.91
E08	Special projects	0.00	0.00	30,000.00	30,000.00	0.00
E09	Debt service principal	0.00	630,000.00	630,000.00	0.00	100.00
E10	Debt interest & bond issuance	0.00	562,843.70	562,850.00	6.30	100.00
E12	Transfers to other funds	0.00	120,000.00	169,450.00	49,450.00	70.82
433	<i>Sewer</i>	<b>120,826.47</b>	<b>2,797,988.93</b>	<b>3,110,275.00</b>	<b>312,286.07</b>	<b>89.96</b>
603	<i>Sewer Line Upgrades</i>					
E07	Capital	30,591.55	88,880.09	262,250.00	173,369.91	33.89
603	<i>Sewer Line Upgrades</i>	<b>30,591.55</b>	<b>88,880.09</b>	<b>262,250.00</b>	<b>173,369.91</b>	<b>33.89</b>
607	<i>Section 2</i>					
E04	Purchased property services	0.00	0.00	28,000.00	28,000.00	0.00
607	<i>Section 2</i>	<b>0.00</b>	<b>0.00</b>	<b>28,000.00</b>	<b>28,000.00</b>	<b>0.00</b>
<b>Revenue Total</b>		<b>-23,344.08</b>	<b>-2,835,113.75</b>	<b>-3,042,400.00</b>	<b>-207,286.25</b>	<b>-0.93</b>
<b>Expense Total</b>		<b>151,418.02</b>	<b>2,886,869.02</b>	<b>3,400,525.00</b>	<b>513,655.98</b>	<b>0.85</b>
<b>212</b>	<b>Sewer Fund</b>	<b>128,073.94</b>	<b>51,755.27</b>	<b>358,125.00</b>	<b>306,369.73</b>	<b>14.45</b>

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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
215	<b>Trash Fund</b>					
000						
R04	Charges for services	-501.68	-570,734.42	-671,000.00	-100,265.58	85.06
000		-501.68	-570,734.42	-671,000.00	-100,265.58	85.06
432	<i>Sanitation Department</i>					
E05	Other purchased services	52,430.59	467,366.18	620,000.00	152,633.82	75.38
E12	Transfers to other funds	0.00	38,250.00	51,000.00	12,750.00	75.00
432	<i>Sanitation Department</i>	52,430.59	505,616.18	671,000.00	165,383.82	75.35
<b>Revenue Total</b>		<b>-501.68</b>	<b>-570,734.42</b>	<b>-671,000.00</b>	<b>-100,265.58</b>	<b>-0.85</b>
<b>Expense Total</b>		<b>52,430.59</b>	<b>505,616.18</b>	<b>671,000.00</b>	<b>165,383.82</b>	<b>0.75</b>
215	<b>Trash Fund</b>	<b>51,928.91</b>	<b>-65,118.24</b>	<b>0.00</b>	<b>65,118.24</b>	<b>0.00</b>

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Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
<b>220</b>	<b>Fleet Maintenance Fund</b>					
000						
R04	Charges for services	0.00	-290,375.00	-290,375.00	0.00	100.00
R10	Other financing sources	0.00	-794.33	0.00	794.33	0.00
000		0.00	-291,169.33	-290,375.00	794.33	100.27
431	<i>Public Works Department</i>					
E01	Personnel services, salaries	8,632.99	119,819.72	129,275.00	9,455.28	92.69
E02	Personnel services, benefits	2,585.63	38,454.32	40,100.00	1,645.68	95.90
E03	Purchased professional service	125.00	671.00	1,700.00	1,029.00	39.47
E04	Purchased property services	798.45	18,108.68	21,000.00	2,891.32	86.23
E06	Supplies	4,426.34	65,925.31	98,300.00	32,374.69	67.07
431	<i>Public Works Department</i>	16,568.41	242,979.03	290,375.00	47,395.97	83.68
<b>Revenue Total</b>		<b>0.00</b>	<b>-291,169.33</b>	<b>-290,375.00</b>	<b>794.33</b>	<b>-1.00</b>
<b>Expense Total</b>		<b>16,568.41</b>	<b>242,979.03</b>	<b>290,375.00</b>	<b>47,395.97</b>	<b>0.84</b>
<b>220</b>	<b>Fleet Maintenance Fund</b>	<b>16,568.41</b>	<b>-48,190.30</b>	<b>0.00</b>	<b>48,190.30</b>	<b>0.00</b>



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**FRUITA**  
COLORADO

Sort Level	Description	Period Amt	End Bal	Budget	Variance	% Expend/Collect
	<i>Revenue Total</i>	-873,403.31	-15,470,966.20	-17,225,300.00	-1,754,333.80	-0.90
	<i>Expense Total</i>	1,215,625.84	16,093,548.72	19,162,575.00	3,069,026.28	0.84



# FRUITA COLORADO

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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: MICHAEL BENNETT, CITY MANAGER**  
**DATE: DECEMBER 20, 2016**  
**RE: INTRODUCTION OF SLATE COMMUNICATIONS AND REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT**

### **BACKGROUND**

Voters approved a 3 percent lodging tax in April 1996, for the purpose of establishing a Marketing and Promotions Fund to utilize the lodging revenue to market and promote the City of Fruita for tourism. The City has contracted with Cobb and Associates, Inc. since 2003 to provide these services. The Fruita Tourism Advisory Council (FTAC) works directly with the contracted provider, making recommendations to City Council with assistance of City staff. The current contract with Cobb and Associates, Inc. expires December 31, 2016. The FTAC decided to request proposals from marketing agencies and conducted a selection process in November. Twelve qualified proposals included a variety of full service agencies to agencies that could provide portions of the marketing needs of the City. The FTAC has selected Slate Communications, LLC as the top choice, with the opportunity to possibly work with other agencies for contracted work or content when appropriate. Slate Communications will begin work with the FTAC in January of 2017, to develop and implement a consumer marketing plan.

The FTAC and City staff recommend City Council authorize the City Manager to execute the attached two year professional services agreement with Slate Communications, LLC. The agreement allows for up to three one-year renewal options, maintains the City owns all work product, allows for unilateral termination, and covers all other areas of insurance and other contract requirements of the City.

Kim Newcomer, Principal/Founder of Slate Communications will be in attendance to introduce herself and Slate Communications to City Council and answer any questions prior to any action taken on the agreement.

### **FISCAL IMPACT**

The fiscal impact of this agreement is to expend budgeted funds from the Marketing and Promotion Fund in an amount of up to \$45,000 in 2017 and in subsequent years within the budget approved by City Council from the same fund.

### **APPLICABILITY TO CITY GOALS AND OBJECTIVES**

This professional services agreement will assist in utilizing the lodging revenues that are required to be expended on tourism related marketing in an effective and efficient manner and have a direct impact on the *Quality of Place, Economic Health* and *Lifestyle* of the community of

Fruita.

**OPTIONS AVAILABLE TO COUNCIL**

1. Approve the attached professional services agreement with Slate Communications, LLC and authorize the City Manager to sign the agreement.
2. Approve the attached professional services agreement with Slate Communications, LLC with changes and authorize the City Manager to sign the agreement.
3. Deny approval of the attached professional services agreement with Slate Communications, LLC.

**RECOMMENDATION**

To approve the attached professional services agreement with Slate Communications, LLC and authorize the City Manager to sign the agreement.



# FRUITA COLORADO

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into by and between State Communications, LLC, a corporation of the State of Colorado whose business address is 425 W. Mulberry St., Suite 201, Fort Collins, CO 80521 ("**Contractor**") and the City of Fruita, Colorado ("**City**"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

### RECITALS AND REPRESENTATIONS

**WHEREAS**, the City desires to have performed certain professional services as described in this Agreement; and

**WHEREAS**, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement and within the deadlines provided by the Agreement; and

**WHEREAS**, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

### 1.0 SERVICES AND CONTRACTOR PERFORMANCE

**1.1 Services and Work Product.** As directed by Fruita Tourism Advisory Council (FTAC) and under the supervision of the FTAC and City Manager for the City of Fruita, the Contractor shall provide the City with the services described in Exhibit A ("**Services**"). Exhibit A, provides a framework for services to be provided. At the beginning of each year, the City and Contractor will develop the specific scope of work, work product and budget for the calendar year. "**Work Product**" shall consist of deliverables and/or product to be created, provided or otherwise tendered to the City as described in the Services.

**1.2 Changes to Services.** The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the City Council.

**1.3 Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance

contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

**1.4 Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

**1.5 Patent Indemnification.** Contractor shall indemnify, defend and hold City harmless from any and all claims, demands, and causes of action (including reasonable attorneys' fees and costs of suit) for actual or asserted infringement or actual or asserted appropriation or use by City of trade secrets, proprietary information, know-how, copyright rights, or patented inventions included in any design or specification furnished by Contractor or arising from the use or sale of materials, equipment, methods, processes, designs and information, furnished by Contractor in connection with the Services. Contractor shall include the foregoing indemnification provision as a term of each agreement utilized by it in the performance of its work which shall extend expressly from the vendor or subcontractor to City.

**1.6 Safety.** When and to the extent that Contractor or any of its employees, agents or subcontractors are working under the terms of this Agreement, Contractor will comply, and cause all of its employees, agents and subcontractors to comply, with applicable safety rules and security requirements.

**1.7 Qualified Personnel.** Contractor will make available all qualified Contractors, drafters, technical and clerical personnel necessary to fulfill its obligations under this Agreement. Prior to commencement of work, Contractor will provide City with the names of all Contractor personnel and their then current hourly rates, if applicable, whose services are to be employed in performance of the Services. Removal or re-assignment of personnel by Contractor will only be done with prior written approval of City.

**1.8 Removal of Personnel by City.** City may, in its discretion, require Contractor to dismiss from performance of the Services any personnel of Contractor or any subcontractor for any reason, effective upon written notice from City of such dismissal. City will not be required to pay salary or any other costs associated with dismissed personnel effective upon Contractor's receipt of notice to dismiss from City.

**1.9 Representations and Warranties.** Contractor represents and warrants that the Services will be performed in a manner consistent with other reasonable professionals providing similar services under similar circumstances. Contractor will complete the Services in accordance with the Agreement and applicable United States laws, regulations, ordinances, and codes in existence at the time the Agreement is executed.

**1.10 Maintenance of and Access to Records.** Contractor will maintain detailed records of all matters relating to the Services during the term of the Agreement and for a period after its cancellation or termination of not less than five (5) years. City will have the right to copy and audit during regular business hours all records of any kind which in any way relate to the Services, whether created before, during or after the termination of this Agreement. Access to such records will be provided to City at no cost.

**1.11 Disclosure of Adverse Information.** Contractor will promptly disclose to City any and all information which Contractor may learn or which may have a material adverse impact on the Services or

the Work Product or City's ability to utilize the Work Product in the manner and for the purpose for which the Work Product is intended.

## **2.0 COMPENSATION**

**2.1 Commencement of and Compensation for Services.** Following execution of this Agreement by the City, the Contractor shall be authorized to commence performance of the Services as described in **Exhibit A** subject to the requirements and limitations on compensation as provided by this Section

**A. Time and Materials Contract – Not to Exceed Amount.** The Contractor shall perform the Services and shall invoice the City for work performed based on the rates and/or compensation methodology described in **Exhibit A**, with the understanding that **Exhibit A** reflects a framework for services to be provided and the Contractor and City will establish the specific scope of work and budget at the beginning of each calendar year. Total compensation for Fiscal year 2017, (including all reimbursable expenses) shall not exceed **Forty-five Thousand Dollars (\$45,000.00)**, unless amended pursuant to paragraph C below.

**B. Non-reimbursable Costs, Charges, Fees, or Other Expenses.** Any fee, cost, charge, fee, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City.

**C. Increases in Compensation or Reimbursable Expenses.** Any increases or modification of compensation or reimbursable expenses shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

**2.2 Payment Processing.** The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice.

**2.3 City Dispute of Invoice or Invoiced Item(s).** The City may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with this Agreement. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.



### 3.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

3.2 The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

3.3 The Contractor shall provide all of the Services in a timely and professional manner.

3.4 The Contractor shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

### 4.0 TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective on the **1st day of January, 2017**, ("Effective Date") and shall terminate on **December 31, 2018**, or on a prior date of completion of the Services or termination as may be permitted by this Agreement. The Parties may extend this Agreement under the original terms and conditions for up to three (3) separate one-year extensions.

4.2 **Continuing Services Required.** The Contractor shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the City Council.

4.3 **City Unilateral Termination.** This Agreement may be terminated by the City for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the City's exercise of the right of unilateral termination as provided by this paragraph:

A. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination; and

B. All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City; and

C. The Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to the Contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by **Sub-Section 4.3(A)** above. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or



other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.

**4.4 Termination for Non-Performance.** Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this **Sub-Section 4.4**, "reasonable time" shall be not less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this **Sub-Section 4.4**, nothing in this **Sub-Section 4.4** shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

**4.5 Unilateral Suspension of Services.** The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.

**4.6 Reinstatement of Services Following City's Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that such suspension is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement pursuant to **Sub-Section 4.3**. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.

**4.7 Delivery of Notice of Termination.** Any notice of termination permitted by this **Section 4.0 TERM AND TERMINATION** and its subsections shall be addressed to the person signing this Agreement on behalf of either City or Contractor at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48)

hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

## **5.0 INSURANCE**

**5.1 Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified in this **Sub-Section 5.1**. The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

The Contractor shall secure and maintain the following ("**Required Insurance**"):

**A.** Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

**B.** Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

**C.** Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than of One Hundred Thousand Dollars (\$100,000.00) each person and each accident and for property damage of not less than Fifty Thousand Dollars (\$50,000.00) each accident with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

**D.** Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

**5.2 Additional Requirements for All Policies.** In addition to specific requirements imposed on insurance by this **Section 5.0 INSURANCE** and its subsections, insurance shall conform to all of the following:

**A.** For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose

arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

D. For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

**5.3 Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this **Section 5.0 INSURANCE** and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

**5.4 Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this **Section 5.0 INSURANCE** and its subsections shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project Name as identified on the first page of this Agreement. The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

## **6.0 OWNERSHIP OF DOCUMENTS**

**6.1 Work Product is Property of City.** Upon complete payment for services rendered, the Work Product, as defined in **Sub-Section 1.1**, shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of City. City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, distribute and sell the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. Any reuse of the Work Product produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City.

**6.2 Obligations of Contractor's Personnel and Subcontractors.** Contractor warrants it has enforceable written agreements with all of its personnel and subcontractors to be involved in performing the Services that:

A. assign to Contractor ownership of all patents, copyrights and other proprietary rights created in the course of their employment or engagement; and

**B.** obligate such personnel or subcontractors, as the case may be, upon terms and conditions no less restrictive than are contained in this **Section 6.0 OWNERSHIP OF DOCUMENTS**, not to use or disclose any proprietary rights or information learned or acquired during the course of such employment or engagement including, without limitation, any Work Product, all Contractor property and any other information pursuant to this **Section 6.0 OWNERSHIP OF DOCUMENTS**.

**6.3 Assignment of Proprietary Rights.** To the extent that any title to any Work Product may not, by operation of law, vest in City, or such Work Product may not be considered to be work made for hire, Contractor hereby irrevocably transfers and assigns to City in perpetuity all worldwide right, title and interest in and to the patent rights, copyrights, trade secrets and other proprietary rights in and ownership of, the Work Product.

**6.4 City Furnished Information.** Title to all materials and all documentation furnished by City to Contractor will remain in City. Contractor will deliver to City and any all Work Product and property, including copies thereof on whatever media rendered, upon the first to occur of:

- A.** City's written request; or
- B.** completion of the Services under this Agreement; or
- C.** termination of this Agreement.

**6.5** The Contractor waives any right to prevent its name from being used in connection with the Services.

## **7.0 CONFLICT OF INTEREST**

The Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. §24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

## **8.0 REMEDIES**

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

**8.1** Suspend the Contractor's performance pending necessary corrective action as specified by the City without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

**8.2** Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

**8.3** Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or

**8.4** Terminate this Agreement in accordance with this Agreement.



The foregoing remedies are cumulative and the City, at its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **9.0 MISCELLANEOUS PROVISIONS**

**9.1 No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council of the City of Fruita, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

**9.2 No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

**9.3 Affirmative Action.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**9.4 Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section 9.4 shall not authorize assignment.

**9.5 No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

**9.6 Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Fruita, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**9.7 Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Eagle County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

**9.8 Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**9.9 Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the City Council for City of Fruita. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City of Fruita. No assignment shall release the Applicant from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

**9.10 Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

**9.11 Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this must be in writing and be signed by both the City and the Contractor.

**9.12 Severability.** Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

**9.13 Incorporation of Exhibits.** Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

**9.14 Employment of or Contracts with Illegal Aliens.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual

knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

**9.15 Non-Liability of City for Indirect or Consequential Damages or Lost Profits.** Parties agree that the City shall not be liable for indirect or consequential damages, including lost profits that result from the City's declaration that the Contractor is in default of the Agreement, so long as the City acts in good faith.

**9.16 Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its members, affiliates, officers, directors, partners, employees, and agents from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of the performance of the Services, provided that any such claim, damage, loss or expense is caused by any negligent act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, except to the extent any portion is caused in part by a party indemnified hereunder.

**9.17 Notices.** Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient. Written notice may also be provided by electronic mail which shall be deemed delivered when receipt is acknowledged by reply of the recipient.

**If to the City:**

**If to the Contractor:**

Mike Bennett, City Manager City of Fruita 325 E. Aspen Avenue Fruita, Colorado 81521 mbennett@fruita.org	Kim Newcomer, CEO Slate Communications 425 W. Mulberry St., Ste. 201 Fort Collins, CO 80521
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**10.0 AUTHORITY**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City of Fruita and the Contractor and bind their respective entities.

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]***

THIS AGREEMENT is executed and made effective as provided above.

**CITY OF FRUITA, COLORADO**

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Margaret Sell, City Clerk

Name: Mike Bennett

Title: City Manager

**CONTRACTOR:**



By: \_\_\_\_\_

Name: Kim Newcomer

Title: CEO/Founder

# year one

	MONTH	1	2	3	4	5	6	7	8	9	10	11	12	COST
<b>DEVELOPMENT OF CONSUMER MARKETING PLAN</b> <ul style="list-style-type: none"> <li>• Goals</li> <li>• Key markets</li> <li>• Strategies</li> <li>• Objectives</li> <li>• Budgets</li> <li>• Partnerships</li> <li>• Measurement</li> <li>• Adjustments</li> </ul>														\$10,250
<b>MARKETING PLAN IMPLEMENTATION</b> <ul style="list-style-type: none"> <li>• Campaign concepts</li> <li>• Messaging and content</li> <li>• Creative graphic design</li> <li>• Production of advertisements</li> <li>• Coordination of content from outside contributors and other materials</li> <li>• Video production</li> <li>• Photography</li> <li>• Event production</li> <li>• Social media</li> </ul>														\$10,500
Includes 4 onsite strategy meetings and an additional 4 onsite visits to manage events as needed. Additional travel negotiated separately.														
<b>NON-LABOR IMPLEMENTATION COSTS</b> <ul style="list-style-type: none"> <li>• Advertising placement</li> <li>• Event materials</li> <li>• Printing costs</li> <li>• Giveaways</li> <li>• Social media boosts</li> </ul>														\$24,250
<b>TOTAL</b>													<b>\$45,000</b>	

Billable Rate: \$110; Travel Rate: \$50/Hour; Commission Rate for Media: 3%

# year two

	MONTH	1	2	3	4	5	6	7	8	9	10	11	12	COST
<b>DEVELOPMENT OF CONSUMER MARKETING PLAN</b> <ul style="list-style-type: none"> <li>• Goals</li> <li>• Key markets</li> <li>• Strategies</li> <li>• Objectives</li> <li>• Budgets</li> <li>• Partnerships</li> <li>• Measurement</li> <li>• Adjustments</li> </ul>														\$5,100
<b>MARKETING PLAN IMPLEMENTATION</b> <ul style="list-style-type: none"> <li>• Campaign concepts</li> <li>• Messaging and content</li> <li>• Creative graphic design</li> <li>• Production of advertisements</li> <li>• Coordination of content from outside contributors and other materials</li> <li>• Video production</li> <li>• Photography</li> <li>• Event production</li> <li>• Social media</li> </ul>														\$15,960
Includes 4 onsite strategy meetings and an additional 4 onsite visits to manage events as needed. Additional travel negotiated separately.														
<b>NON-LABOR IMPLEMENTATION COSTS</b> <ul style="list-style-type: none"> <li>• Advertising placement</li> <li>• Event materials</li> <li>• Printing costs</li> <li>• Giveaways</li> <li>• Social media boosts</li> </ul>														\$38,940
<b>TOTAL</b>													<b>\$60,000</b>	

Billable Rate: \$110; Travel Rate: \$50/Hour; Commission Rate for Media: 3%



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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: MIKE BENNETT, CITY MANAGER**  
**DATE: DECEMBER 20, 2016**  
**RE: MUNICIPAL COURT UPDATE FROM JUDGE DANIEL ROBINSON**

### **BACKGROUND**

Judge Daniel Robinson will give the City Council an update on the Fruita Municipal Court.



## AGENDA ITEM COVER SHEET

**TO:** FRUITA CITY COUNCIL AND MAYOR  
**FROM:** MICHAEL BENNETT, CITY MANAGER  
**DATE:** DECEMBER 20, 2016  
**RE:** DISCUSSION AND POSSIBLE ACTION TO CONSIDER A MOTION TO CONVENE IN EXECUTIVE SESSION REGARDING PERSONNEL ISSUES UNDER C.R.S. SECTION 24-6-402(4)(F) (MUNICIPAL COURT JUDGE REVIEW)

### BACKGROUND

The City Council has reason to convene in Executive Session to discuss a personnel matter. 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 MEET IN EXECUTIVE SESSION TO DISCUSS ISSUES RELATED TO PERSONNEL MATTERS UNDERSTANDING THAT DISCUSSIONS OF SUCH ISSUES IN EXECUTIVE SESSION ARE SPECIFICALLY PERMITTED BY THE STATE'S OPEN MEETING LAW CRS 24-6-402(4)(F).**

ANNOUNCEMENT NO. 1

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

It's December 20, 2016 and the time is \_\_\_\_\_. For the record, I am the Mayor, Lori Buck. 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 purpose:

To discuss issues related to personnel matters understanding that discussions of such issues in Executive Session are specifically permitted by the State's Open Meeting Law CRS 24-6-402(4)(f).

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

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



ANNOUNCEMENT NO. 2

***ANNOUNCEMENT TO BE MADE BY THE CHAIRMAN  
BEFORE CONCLUDING THE EXECUTIVE SESSION  
(WHILE THE TAPE RECORDER IS STILL ON)***

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 Executive Director 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.

***(turn off tape and return to open meeting)***



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## AGENDA ITEM COVER SHEET

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**TO: FRUITA CITY COUNCIL AND MAYOR**  
**FROM: MIKE BENNETT, CITY MANAGER**  
**DATE: DECEMBER 20, 2016**  
**RE: MUNICIPAL COURT UPDATE FROM JUDGE DANIEL ROBINSON**

### **BACKGROUND**

Judge Daniel Robinson will give the City Council an update on the Fruita Municipal Court.