GUNNISON CITY COUNCIL AGENDA

THE MEETING WILL BE HELD IN THE CITY COUNCIL CHAMBERS OF CITY HALL
201 W. VIRGINIA AVENUE IN GUNNISON

TUESDAY,
APRIL 21, 2015 WORK SESSION 7:00P.M.

7:00 – 7:15 P.M.	A. Gunnison Farmer's Market Update and 2015 Multi-Day Event Permit – Beth Coop
7:15 – 7:35 P.M.	B. "Boomers & Beyond" Requests; Re: Memorandum of Understanding with City – Rogene McKiernan & Don Crosby
7:35 – 7:45 P.M.	C. Senior Addition Construction Bids – P&R Director Dan Ampietro
7:45 – 7:55 P.M.	D. Senior Transportation MOU with Gunnison County – Finance Director Ben Cowan
7:55 – 8:10 P.M.	E. License Agreement with Ol" Miner Steakhouse for Deck Over City Sidewalk – CD Director Steve Westbay
8:10 – 8:15 P.M.	F. State of Colorado Collection Services – Finance Director Ben Cowan
8:15 – 8:25 P.M.	G. City Solar & Wind Power Policy – PW Director Tex Bradford
8:25 – 9:00 P.M.	H. City Marijuana Code Regulations Overview – City Manager Ken Coleman and City Staff
9:00 – 9:20 P.M.	I. Marijuana Personal Use & Sales; and Marijuana Concentrate Production for City Criminal Code Regulations – Police Chief Robinson
9:20 – 9:40 P.M.	J. City Manager Goals – City Manager Ken Coleman and Council
9:40 – 10:00 P.M.	K. City Council General Discussion, Meeting Reports, Items for Future Council Meetings
	L. Adjournment

This agenda is subject to change, including the addition or deletion of items at any time. **Times are approximate** and the agenda may proceed faster or slower than listed. The City Manager and City Attorney reports may include administrative items not listed. Regular Meetings and Special Meetings are recorded and action can be taken. Minutes are posted at City Hall and on the City website www.cityofgunnison-co.gov No formal action can be taken at a Work Session. For further information, contact the City Clerk's office at 641-8140.

TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE ASKED TO CONTACT THE CITY CLERK AT 641-8140 AT LEAST 24 HRS. BEFORE THE MEETING.

Three or More City Councilors May Be Attending the "One Valley One Prosperity" Community Conversation on Monday, April 20, 2015, from 5:30 - 7:30 PM in the Western State Colorado University Ballroom in Gunnison. No Council Action Can or Will Be Taken at This Event.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL

FROM: CITY CLERK GAIL A. DAVIDSON

SUBJECT: MULTI-DAY SPECIAL EVENT PERMIT FOR GUNNISON FARMERS' MARKET

DATE: 4/17/2015

City Council:

Attached please find the 2015 Gunnison Farmers' Market Multi-day Special Events Permit. The Farmers' Market is scheduled for Saturdays, from June 20, 2015, through October 3, 2015, from 6am (set up) to 3:00pm, on the 1st three quarters of the 100 Block of East Virginia Avenue and the IOOF Park.

This event will take place on 4 or more consecutive and/or 4 or more days throughout the year, therefore, Council approval is needed for the multi-day permit.

Staff has reviewed the application. Sales tax licenses are required for all vendors, the north-south alley must remain open for fire control access, the event sponsors are responsible for putting up and taking down the street barricades (which the City provides) and the barricades must be stored on the north side of the IOOF Park restroom while not in use. If any groups want to use the IOOF Park during the summer, they are to contact the Farmers Market group to work out access to and use of the Park. As you are aware, this event has been successful for many years and Staff feels it has been an asset to our citizens and visitors alike. If you have any questions, please feel free to contact me. Thank you.

Gail

Action requested of Council: Approval of the multi-day Special Events Permit application from the Gunnison Farmer's Market to be held on Saturdays from June 20th through October 3, 2015, and authorize the Mayor to sign said application.

rec'd 2/12/15

City of Gunnison Special Event Permit Application

To be submitted to the City Clerks Office, at City Hall, 201 W. Virginia Avenue or at the Gunnison Community Center, 200 E Spencer Street in Gunnison, CO 81230
Phone: 970.641.8140 Fax: 970.641.8051
No later than ten (10) business days prior to the Proposed Event

Gunnison Farmers Market
Name of Applicant

same
Sponsoring Agency (If Different than Applicant)

970.209.3122
Phone Number

PO Box 1472 Gunnison, CO 81230
Address

manager@gunnisonfarmersmarket.com
E-Mail Address

970.209.3122
Cell Number

Type of Event: community event | Farmers Market

Name or Title of Event: Gunnison Farmers Market

Location and Description of the Event: located on the first block of E. Virginia Street from Main Street to ½ block east + beyond the alley - A weekly Farmers Market at which foods, arts + crafts produced in CO are sold.

Saturdays - 6/20/15 - 10/3/15 only
Date of Event

30-40 vendors
# of People

From: 6 AM/PM to 3 AM/PM
Event Hours (including set up/take down)

List any streets requiring closure as a result of the Event (*Please be specific in regards to time making sure there is extra time before and after the event for clearing parked cars, set-up and clean-up*): First block of E. Virginia from Main Street to ½ block beyond alley

Times of actual street closure: From: 6 AM/PM To: 3 AM/PM

Route to be Traveled (Display on accompanying map): N/A

Unless exempted by the City, Businesses and Residents located adjacent to your event must be notified at least 7 days prior to the event - of any possible street closures, potential noise or traffic impacts. See last page of application for and example of a notification form.

Does the Event Involve Any of the Following? (Please check if applicable):

✓ Liquor/ Beer Sale and/or Consumption? If yes, please contact the City Clerk 641-8140

✓ Sales of Any Kind of Product? If yes, please contact the Finance Department 641-8070 Yes

✓ Distribution of Handbills/ Flyers or Hanging of Banners? If yes please contact the Community Development at 641-8090 Yes

✓ Use of a City Park/ Pavilion? If yes, please contact the Parks Dept 641-8060 Yes - IOOF Park

✓ Music/ Entertainment? If yes, please describe: local bands, dancers, entertainers and/or chefs during the market

Animals/ Livestock? If yes, please describe:_____

Use of Tents or Fencing Causing Ground Disturbance? If yes, please contact the Parks Dept 641-8060

✓ Open Flame Cooking in Booths or Trailers? If yes, contact Fire Marshal at 641-8153.

Use of Port-a-Toilets? If yes, please contact the Parks Department 641-8060 Yes

Pyrotechnic Displays? If yes, contact Fire Marshal at 641-8153.

Will you Require:

✓ Water? If yes, for what use, amount needed and method of dispensing Used to fill buckets that secure kut legs. Obtained from hose attached to spigot in park storage unit (between restrooms).

✓ Electricity? If yes, for what use, type needed and method of dispensing For sound system for entertainers + vendor needs such as cooking + refrigeration. We provide our own extension cords

✓ Dumpsters/ Trash Cans? If yes, amount needed, type, time delivered/ picked up and location We have traditionally used the dumpster permanently located on the N. side of Virginia Street in the alley + can continue to use that one.

✓ Traffic Cones/ Barricades? If yes, for what use, amount needed, time delivered/ picked up and location We need at least 4 barricades to block the street to prevent cars from parking in or driving through the Market area. These have traditionally been kept by the park restrooms for the duratio of the market season.

Additional Police/ Fire Presence? If yes, for what purpose, type needed, and time/ location_____

Have You Placed the Event on the Gunnison-Crested Butte Community Calendar (www.gcbcalendar.com)? Members of the Farmers Market board set-up + take these down

For Internal Use Only

Approved:

City Clerk: [illegible]
Additional Comments: will schedule for Council presentation

Finance: BC
Additional Comments:

Community Development: [illegible]
Additional Comments:

Fire Marshall: DMS
Additional Comments:

Park and Recreation: DA
Additional Comments:

Police: [illegible]
Additional Comments:

Public Works: [illegible]
Additional Comments:

City Manager: [illegible]
Additional Comments:

INDEMNIFICATION AND RELEASE PROVISIONS FOR USE OF CITY OF GUNNISON FACILITIES AND RIGHTS-OF-WAY

A. In consideration for being permitted to use the facilities and/or rights-of-way of the City of Gunnison, (hereinafter "City"), (insert name of person/entity seeking permission to use facilities and/or rights-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

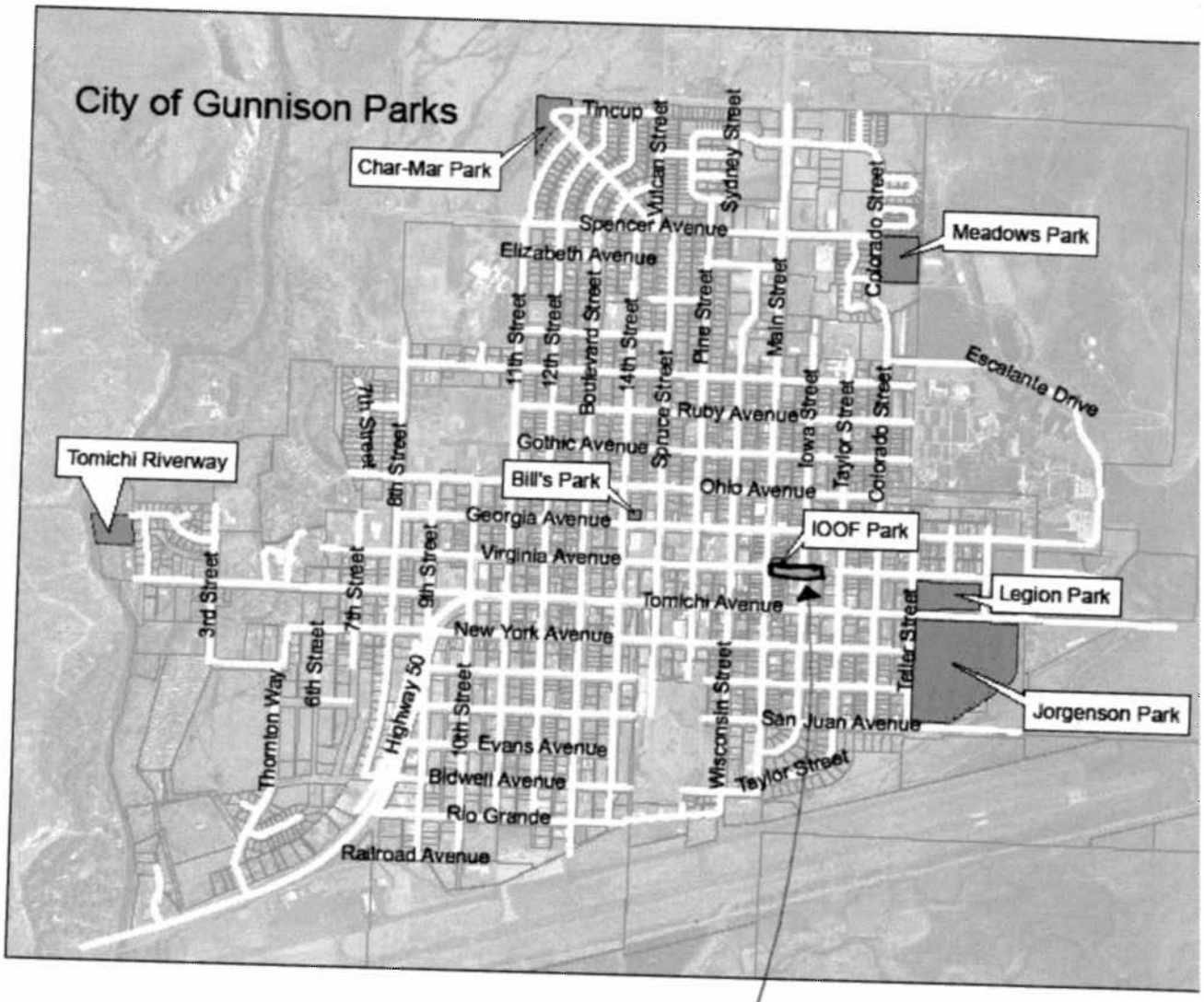
B. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein or to the City rights-of-way, the City may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

C. In addition, in consideration for being permitted to use the facilities and/or rights-of-way, Applicant, on behalf of itself, and its officers, employees, members, and participants, hereby expressly exempts and releases the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.

Cat J. Vader
Signature of Applicant

Catherine Vader
Printed Name of Applicant

2/12/15
Date



Show on the Map the Location of Special Event

See highlighted area

For Internal Use Only

Approved:

City Clerk: DM
Additional Comments: will schedule for Council presentation

Finance: BC
Additional Comments:

Community Development: SW
Additional Comments:

Fire Marshall: DMS
Additional Comments:

Park and Recreation: DA
Additional Comments:

Police: VR
Additional Comments:

Public Works: TX
Additional Comments:

City Manager: KPC
Additional Comments:

Rogene McKiernan and Don Crosby have been representing the Boomers in meetings with City Staff to address design concerns and try and develop an MOU for the new Senior area that is being added to the Community Center. We think it is much better to meet in person than to conduct business via e-mail, but busy schedules often times keep meetings from happening in a timely manner on important issues.

This document is in response to the e-mail dated March 31, 2015 that we received from Dan Ampietro. We are placing a copy of Dan's e-mail and this response in the Council packets because it is only fair to the Council to be informed of our concerns before we appear on Council agenda on April 21st, and hopefully on April 28th for Council action.

At the meeting held on February 6, 2015 with Rogene, Don, Dan, Ken and Stu we discussed final building plans, which we expected to review one more time before the bid package was prepared. Dan's e-mail included plans and specs, but they had been finalized without our input. More importantly, we discussed the need to have an MOU in place BEFORE any construction was started. When we left that meeting Stu had a couple of pages of notes and he indicated he would meet with staff and work on some of the issues that he felt could be resolved, and we would hear from staff. We waited and did not hear. Don checked with Stu and he explained that Ken had been out of town, but as soon as he was back they would get together. Dan, the ball was definitely NOT in our court!!!!

We received a "revised version" with Dan's note that the City was holding firm on their position. The Boomers are in an awkward spot. We discussed the fact that it was not good business to give anyone a check before we had an agreement, but because we felt that we could trust the City of Gunnison, and we were told you needed the funding to secure the grants, and because we thought you had respect for the time and energy it took to raise the funds we went ahead and turned over the money without an agreement. It appears that was a mistake on our part.

There are still major issues to be resolved, and we feel that they must be resolved in the immediate future:

1. On the plans it shows that there is an optional bid item for a key card access on the south end of the building. Why isn't that access directly into the Boomer's area? Why does someone who might have trouble walking, or use a walker, have to come in through the big south door, through the Young at Heart area where there might be a meeting going on, and then into the Senior area? We request that you fund the card lock system and have it open directly into the Boomer's area.

2. The issue of the cost of membership at the Community Center is a huge issue. As we understand the plan Young at Heart will not have to pay a membership fee because they are "grandfathered" in. That is somewhat difficult to determine who belongs when they do not have an active membership roll. We do not believe that when the County provided funding for the Community Center it was solely for Young at Heart, they were simply the only Senior organization in place at that time. On the other hand Boomers who want to use the area and raised money for it will have to pay a full Senior (70 and older) membership fee. In addition, if

our summer guests come to eat at Young at Heart and then want to participate in a Boomer's activity in the new area they will be expected to pay a full membership or a walk-in fee except between the hours of 6:00 AM – 1:00 PM Monday, Wednesday and Friday. We have been told that there is not enough staff to provide any administrative services for the Boomers. If administrative help is not available who is going to be responsible for making sure that everyone pays per this plan if use fees are indeed required? We need a sliding scale that is fair to everyone and that charges according to the services the person uses, just like is available for youth activities.

What is left for Seniors if Young at Heart is no longer a viable organization and you have squeezed the life out of the Boomers? The Senior population in Gunnison is large and continues to grow. Seniors support many of the activities in our community and are an important source of volunteers for local non-profits. Active, engaged Seniors are an important component of a successful healthy community. We want to make certain that this important group in our community has a place to call their own.

Submitted by,

Rogene McKiernan, Betsy Janney and Don Crosby
Boomers and Beyond MOU Committee

Letter to Gunnison City Council

April 21, 2015

Several years ago senior citizens of Gunnison recognized the need to provide opportunities for seniors to socialize and recreate in order to maintain health and a good quality of life. They gathered together giving of their own finances to make sure this endeavor succeeded. Boomers and Beyond was born. The response validated their efforts and resulted in the need for a permanent senior center. Dan Ampietro graciously offered the Community Center as a possible site. Through much hard work and the support of many citizens of Gunnison, the matching funds necessary for the grants to be awarded were raised to build a Senior Center. We are now ready to build that facility. Without those matching funds it is doubtful that the grants received would have been written.

We are meeting with you tonight because of apparent differences in philosophy between the Boomers organization and the administration of the Community Center. We have had many meetings with Dan Ampietro over the last 18 months and expanded that to a meeting with Dan, Ken Coleman, and Stu Ferguson on Feb. 6. After much discussion, Stu volunteered to take his notes and see where we all might compromise to solve some of the issues. We did not hear any response from Mr. Ferguson before receiving another MOU on March 13 from the Dan saying that this MOU was basically the same as their initial one. **Boomers see this process of building and operating a facility as critical to meeting the needs of the senior population. Administration of the Community Center and perhaps the city administration appear to want the seniors to meet the needs of the facility.** This gives rise to issues concerning ingress/egress, membership fees, use of the space, and commitment to the success of the senior center.

Success of the senior center depends upon ease of access for all and a push to brand that space as the Senior Center not a multi-purpose space, recognizing that evening activities may be focused on more than seniors. If we want all seniors to be able to drop by for a cup of coffee, play a game of bridge, meet together to plan an event, ask questions about what activities and senior services are available in Gunnison, then it should be easy to enter their space without wondering if the door is unlocked or if some other group is in there. It also means that visiting only the senior center does not mean that they are then committed to joining the Community Center. If they want to commit further and pay for classes and activities and join the Community Center they are encouraged to do so.

Gunnison has a growing number of local seniors retiring and planning to stay here. We also have a very large number of summer “residents” who find Gunnison a great place to be. We need to have attractions including a Senior Center to make it more pleasant to stay and keep coming back.

Boomers and Beyond MOU and Building Committee

Don Crosby, Betsy Janney, Rogene McKiernan

From: Dan Ampietro <dan@cityofgunnison-co.gov>
To: CenturyLink Customer <d_m_crosby@q.com>
Cc: Ken Coleman <Ken@cityofgunnison-co.gov>, Stu Ferguson <sferguson@cityofgunnison-co.gov>
Sent: Tue, 31 Mar 2015 17:43:34 -0400 (EDT)
Subject: RE: Final Plans and MOU

Don,
The plans have been finalized and the bid packets are available. One contractor has picked up plans, several sets have been emailed to perspective bidders. I have attached the final plans and bid documents. Bids are due April 15th. We are required to have councils approval on the contract, we are tentatively scheduled for a work session on April 21st and regular session approval on April 28th. Work can begin any time after the mayor signs the contract. Construction deadline is Oct 30th.
We actually were under the assumption that the ball was in the Boomers court after our last meeting on the MOU. The MOU is attached for your review with minor word changes from the previous version. We are holding fast to the bullet points presented in our initial meeting. We are working on a card swipe handicapped access on the existing senior entry point that would permit access through a membership card. It is an alt add bid in the documents. Please let us know if the committee would like to get together for another round of talks concerning the MOU. Dan

Dan Ampietro
City of Gunnison
Parks and Recreation Dept
200 E Spencer Gunnison Co 81230
970-641-8421

Memorandum of Understanding

April 21 2015

This Memorandum of Understanding (MOU) provides the basic structure of operation for the new senior addition to the Community Center. This MOU is made between the City of Gunnison and Boomers and Beyond organization representing seniors. The following points are intended to clarify how decisions will be made on the future utilization of the Senior Center. All parties agree to the terms stated with their signatures below.

1. Use of the Senior Center

   1.1 The primary use of the senior center will be for senior programming and socialization.

   1.2 Consistent with many federal and international guidelines individuals aged 60 and older are considered senior adults for purposes of fees associated with the use of the senior center.

   1.3 Senior groups may schedule the senior center during operating and non-operating hours.

2. Access/egress to the senior center.

   2.1 The east entrance to the senior center will be available with appropriate security identification during all hours the center is open.

   2.2 Access/egress to the senior center may be available during non-operating hours arranged in agreement with the Community Center.

   2.3 Access to the senior center must adhere to ADA standards and needs of the population.

Operating Procedures

Recognizing that in this new endeavor we anticipate procedures will change as we learn how things really work, the following were separated from the MOU which will be slower to be modified.

A. Finances

   A.1 All seniors wishing to utilize the senior center only are required to pay a senior center fee as opposed to a Community membership fee. This fee will entitle the individual access to the Senior Center only.

   A.2 Community Center Membership fees and day passes entitle individuals access to the entire facility including the Senior Center during operating hours.

   A.3 Consistent with present Community Center policy seniors will pay for any class or activity that has a specific fee without needing to purchase a full membership. The program fee allows the individual access for the time and space reserved for that specific program and not the entire Community Center.

B. Senior Programming and Scheduling

B.1 Senior activities that are promoted as part of the regular Community Center marketing will be presented to the Community Center staff one month in advance.

B.2 Activities that develop spontaneously will be presented to the Community Center staff as soon as possible.

B.3 At this time, most activities will be programmed by senior organizations with notification to the Community Center staff.

B.4 Instructors for the exercise and fitness classes will be paid through the Community Center.

B.5 Senior lunches will continue under present policies.

Boomers and Beyond MOU and Building Committee

Don Crosby, Betsy Janney, Rogene McKiernan

…Memorandum of Understanding, The following points are intended to clarify how decisions will be made on the future utilization of the addition. All parties agree to the terms stated with their signatures below. (Includes Young at Heart which has shown no interest in participating in this dialogue and we suggested didn't need to approve.) Will copy points:

1. The city of Gunnison will be owner and operator of the senior addition to the Gunnison community center and is responsible for ongoing maintenance and repairs of the area

2. The primary use of the senior addition will be for senior programming. The senior groups will establish a monthly schedule for use of the facility which will be provided to the city one month prior to the effective schedule.

3. If a senior activity is not scheduled in the addition, the city of g may utilize or rent the senior addition for non-senior activities with prior notification to the boomers and beyond and young at heart presidents or their designee.

4. Senior programming may use the senior addition during non-operating community center hours with the permission of the parks and recreation director of their designee.

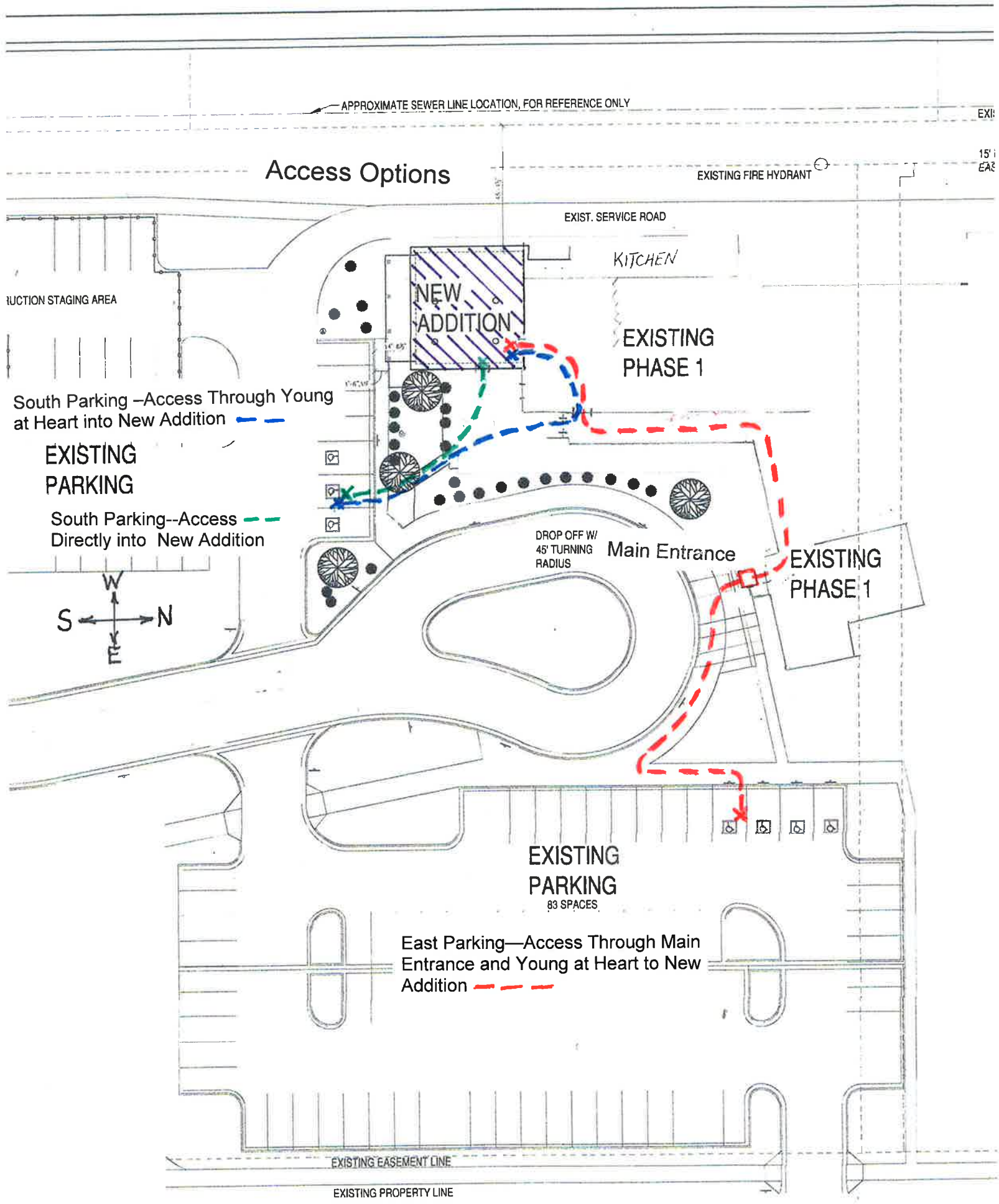
*5. All programming including special events will be developed and scheduled through the recreation supervisor or their designee.

6. Access to the senior addition will be limited to the main entrance during all community center operating hours, except that entrance to the building will be permitted via the young at heart entryway during the senior meals program hours. (at present that is 6 am until 1pm) (don't know if that will remain)

7. Ingress/egress to the senior addition during non-operating hours of the community center will be allowed through the east entry of the senior addition,

8. All seniors wishing to utilize the senior addition are required to purchase a membership, punch card or day pass to use the facility except during Monday, Wednesday and Friday senior meal program hours from 6am to 1pm on those days.

9. A membership or day pass entitles that person access to the entire facility during operating hours. Participation in any established recreation program requires an additional program specific fee. Community center members receive a 5% discount of program fees. A program fee allows the person access for the time and space reserved for that specific program and not the entire facility.


Access Options
APPROXIMATE SEWER LINE LOCATION, FOR REFERENCE ONLY
EXISTING FIRE HYDRANT
EXIST. SERVICE ROAD
KITCHEN
NEW ADDITION
EXISTING PHASE 1
UCTION STAGING AREA
South Parking –Access Through Young at Heart into New Addition
EXISTING PARKING
South Parking--Access Directly into New Addition
DROP OFF W/ 45' TURNING RADIUS
Main Entrance
EXISTING PHASE 1
W
S
N
E
EXISTING PARKING
83 SPACES
East Parking—Access Through Main Entrance and Young at Heart to New Addition
EXISTING EASEMENT LINE
EXISTING PROPERTY LINE

CITY OF GUNNISON PARKS AND RECREATION

To: City Council
From: Parks and Rec
Re: Senior addition

Council,

We received one bid for the Construction of our 1560 sq. ft. senior addition. Ransom Construction from Fountain Colorado was the only bidder and was present at the bid opening on April 15th. Ransom's bid was within budget and they have met the bid bond and insurance requirements.

We would like to request permission from City Council to enter into contract negotiations with Ransom construction to begin building our Senior Addition at the Gunnison Community Center. The contract total amount will be a not to exceed the budget funds of $323,100.

Dan Ampietro
Parks and Recreation Dept.

Memorandum

To: City Council

From: Ben Cowan

Date: 4/14/2015

Re: Senior Transportation Agreement

The attached agreement for the Senior Transportation Expansion has been drafted based on direction from Council during the 2015 budget process.

Staff supports the request to assist financially and the full $25,000 has been included in the 2015 budget.

Some highlights of the requirements suggested by Council include:

1) Provision of a detailed summary and accounting of the program's accomplishments, including ridership and budgeted versus actual expenditures by December 31.

2) Delivery of a report if writing of the to-date program expansion accomplished as a result of increased funding by July 31. This has to occur prior to the release of the second half of funding.

3) It is understood and recognized that the funds provided according to this agreement represent a one-time contribution for the 2015 budget and this funding agreement does not constitute any guarantee of future funding.

<u>Action Requested:</u> Approval of the Memorandum Agreement for $25,000 for increased transportation for senior citizens within the City of Gunnison and within a four (4) mile radius of the city limits.

MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this ~~8~~ 7th day of April, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTY, hereinafter called "COUNTY", WITNESSETH:

WHEREAS, CITY desires to increase the availability and frequency of transportation services to City of Gunnison senior citizens; and

WHEREAS, COUNTY administers a senior transportation program through the Department of Health and Human Services, which is currently operated by Gunnison Valley Health; and

WHEREAS, COUNTY administered program currently offers three days per week on a regularly scheduled basis, plus limited on-demand service; and

WHEREAS, CITY believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for COUNTY to provide increased transportation for senior citizens within the City of Gunnison and within a four (4) mile radius of the city limits; and

WHEREAS, CITY has budgeted certain funds for said services to be provided in the agreed time period.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. COUNTY agrees to:

   a. Expand services for senior citizens within the City of Gunnison and within a four (4) mile radius of the city limits; and

   b. Acknowledge the financial support of the City of Gunnison in advertising and promotional literature; and

   c. Provide CITY with a detailed summary and accounting of the program's accomplishments, including ridership and budgeted versus actual expenditures incurred during the term of this agreement. Said report must be provided no

later than December 31, 2015; and

d. Carry and maintain at all times during the Term of this Agreement, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

   i. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.

   ii. Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Ninety Thousand and No/100 U.S. Dollars ($350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Fifty Thousand and No/100 U.S. Dollars ($990,000.00).

   iii. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

2. CITY hereby agrees to:

   a. Provide the funds previously appropriated and budgeted in the amount of Twelve-Thousand Five Hundred and no/100 Dollars ($12,500.00) to COUNTY within thirty (30) days of execution of this agreement; and

b. Additionally provide the funds previously appropriated and budgeted in the amount of Twelve-Thousand Five Hundred and no/100 Dollars ($12,500.00) to COUNTY following a report of the to-date program expansion accomplished as a result of increased funding. It is understood and acknowledged that said report must be delivered in writing to CITY prior to July 31, 2015.

3. The Term of this agreement is from January 1, 2015 through December 31, 2015.

4. This written agreement constitutes the only expressed or implied understanding between CITY and COUNTY in regards to the Senior Transportation Program, respectively.

5. It is understood and recognized that the funds provided according to this agreement represent a one-time contribution for the 2015 budget and this funding agreement does not constitute any guarantee of future funding.

6. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By_____
Robert E. Drexel
Mayor

_____
Gail A. Davidson
City Clerk

GUNNISON COUNTY

By_____

MEMORANDUM

TO: City Council
FROM: Community Development Staff
DATE: April 21, 2015
RE: Ol' Miner Steakhouse - License Agreement Application

Frank and Sarah Cutrona, owners of Ol' Miner Steakhouse, have submitted an application for a license agreement at 129 North Main Street. The request is to take down the existing awning and construct and maintain a deck within the Main Street right-of-way. Enclosed with your packet are elevations and sections depicting the proposed structure, along with a letter describing the project.

The deck is proposed along the entire property face (33 feet). The deck extends 12 feet from the building face into the Main Street right-of-way and is a minimum of 8 feet above the existing sidewalk. Please see the elevation and sections provided with this memo for a visual explanation.

There is concern regarding the public use of this deck in relation to objects falling from the deck. Staff recommends that glassware and any other breakable items be prohibited on the deck.

Staff supports the proposal because the design breaks up the building mass and provides an outdoor restaurant experience that would add to and create a more vibrant public space. This license agreement is tentatively scheduled on the April 28th agenda should you choose to take action on this request.

OL' MINER STEAKHOUSE

139 N. Main St.
Gunnison CO 8120
(970) 641-5153

To: City of Gunnison
From: Sarah & Frank Cutrona
Ref: Balcony seating addition

Sarah & I would like to add an addition to our building that will enhance the downtown of Gunnison. Not only will there be outside seating added to the second floor, but we will also be adding more square feet on the interior of the building. The design will be rustic, keeping the theme of Ol Miner. Being a business in downtown Gunnison for the last 9 years, we always look for ways to improve the Ol Miner Steakhouse. We will work with the city in any way to make this improvement. Our concerns are the patrons traveling the sidewalks so we will implement rules to protect those and also the patrons in the restaurant. No glass will be allowed on the second floor. Planters will be installed to prevent patrons from leaning over the edge. The bartenders are trained not to over serve a customer. Working together on this will make our downtown more appealing to travelers going by.

Thank you

Frank & Sarah Cutrona

Williams Engineering, LLC

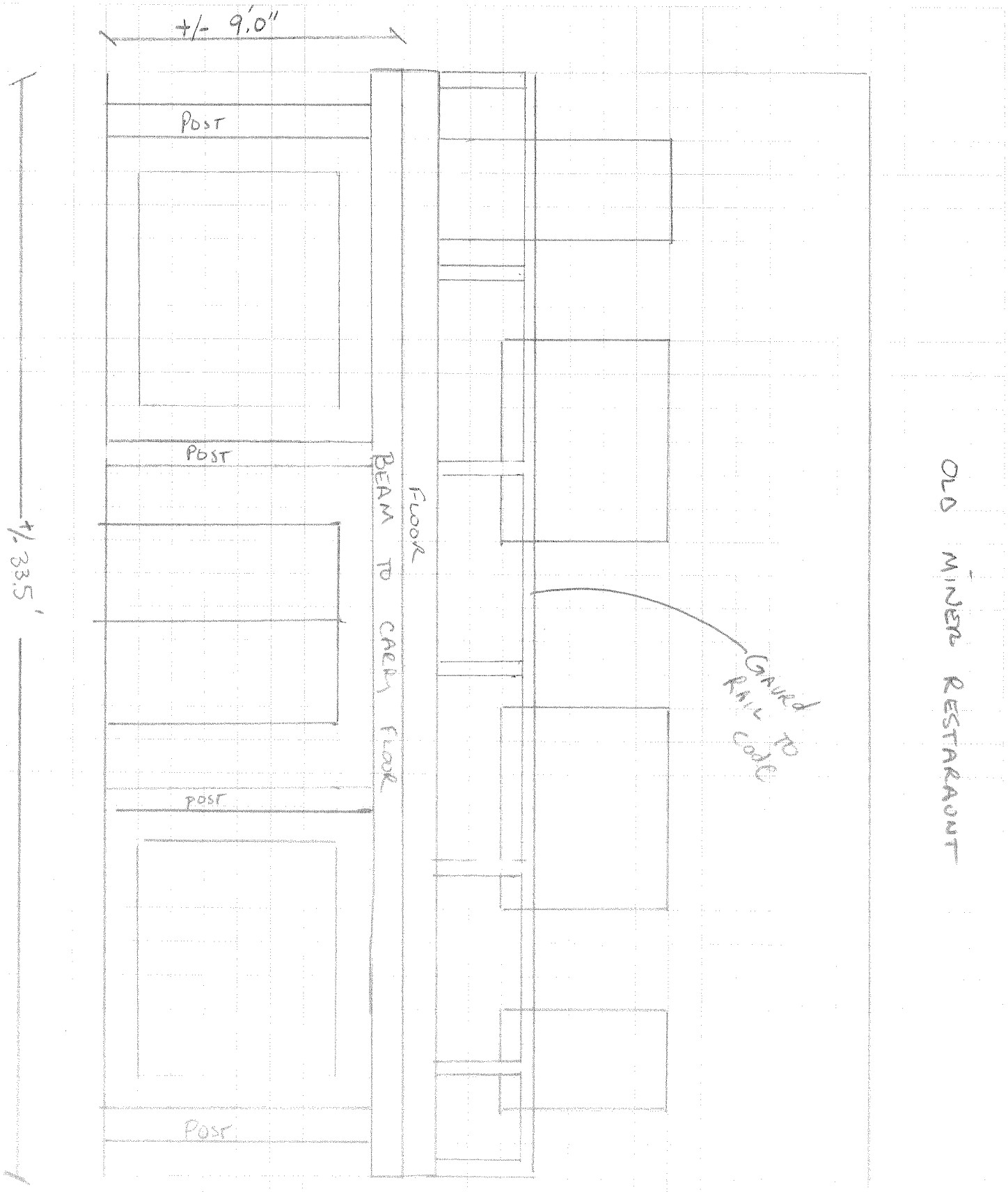
80 Camino Del Rio, Suite 1
Gunnison, CO 81230

Fax 970-641-3440
Phone: 970-641-2499

PROJECT: _____

JOB NO: _____

DATE: _____



Williams Engineering, LLC

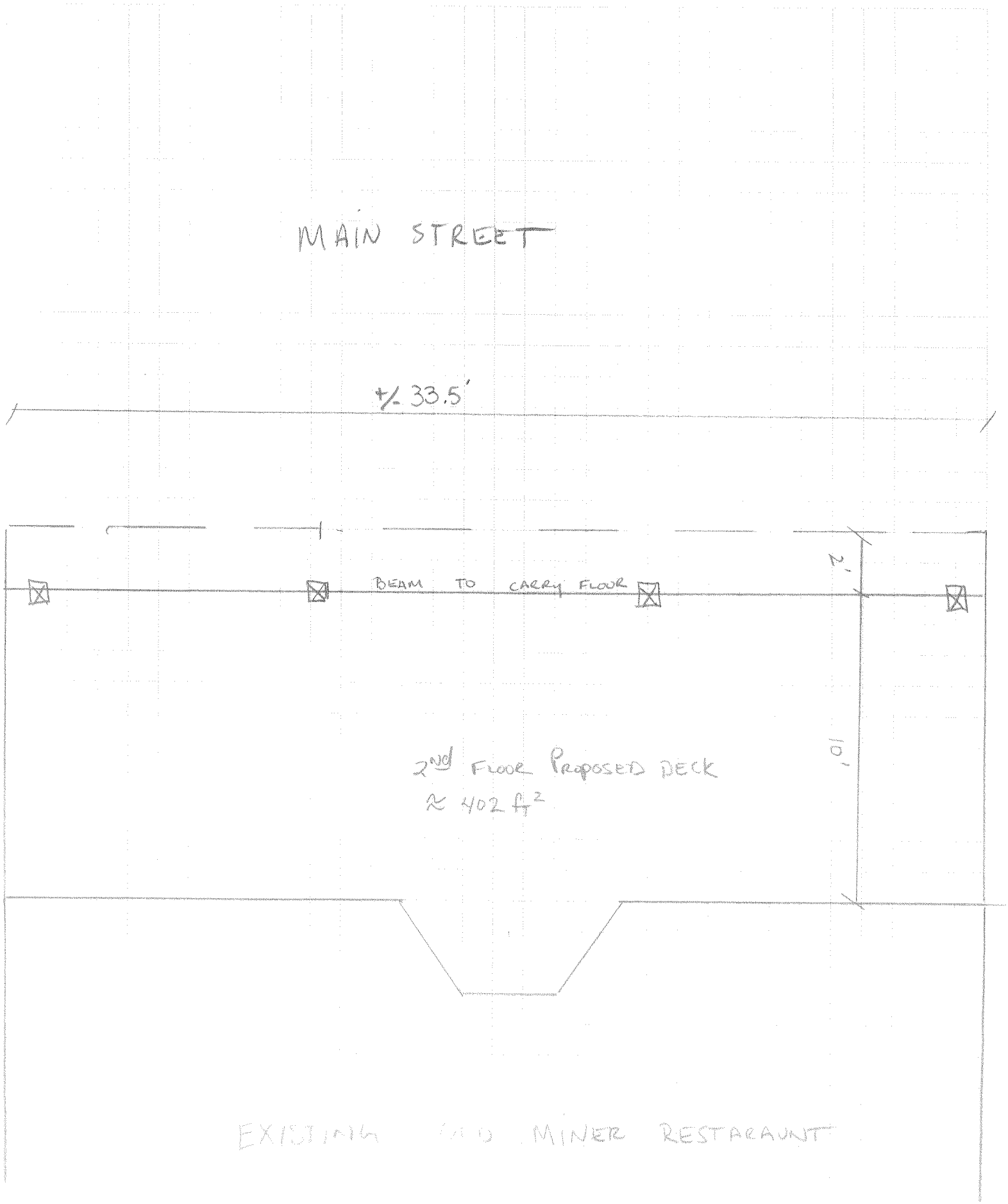
80 Camino Del Rio, Suite 1
Gunnison, CO 81230

Fax 970-641-3440
Phone: 970-641-2499

PROJECT: OLD MINER

JOB NO:

DATE:



LICENSE AGREEMENT

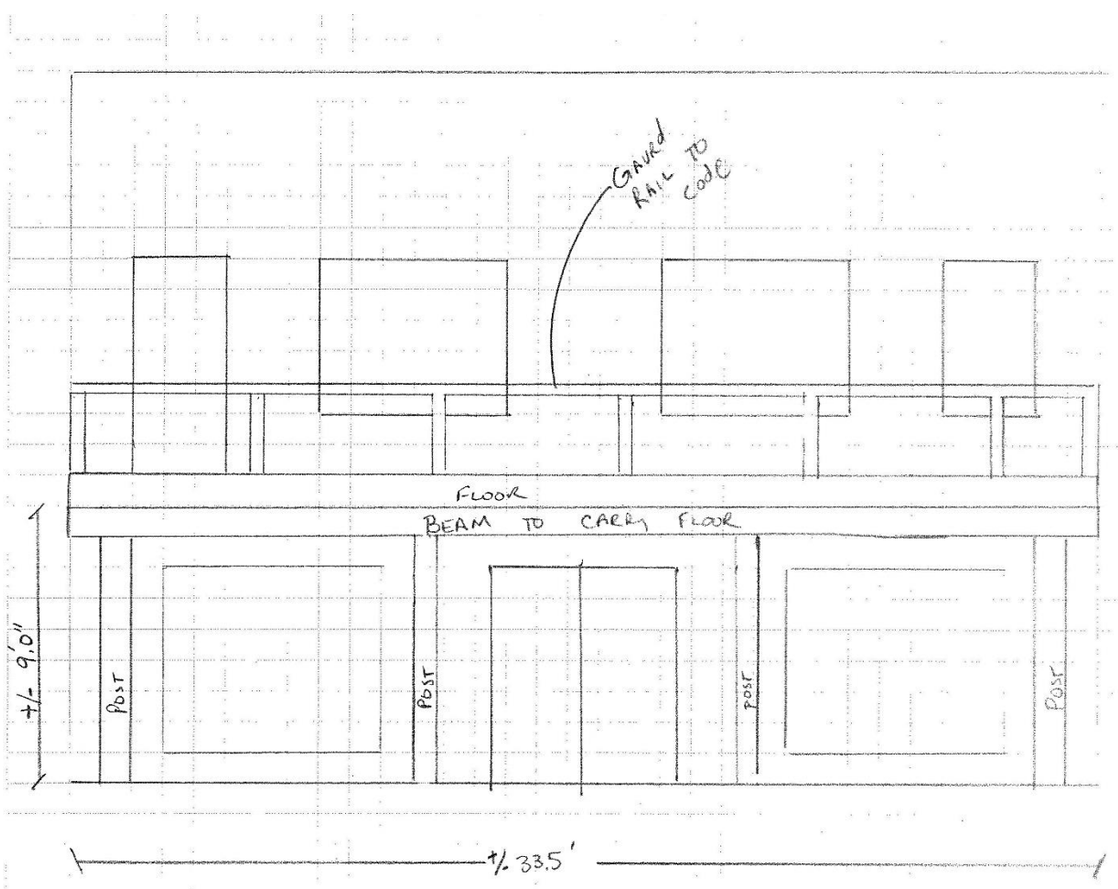
THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("**LICENSOR**"), AND Ol' Miner Steakhouse hereinafter referred to as Licensee ("**LICENSEE**").

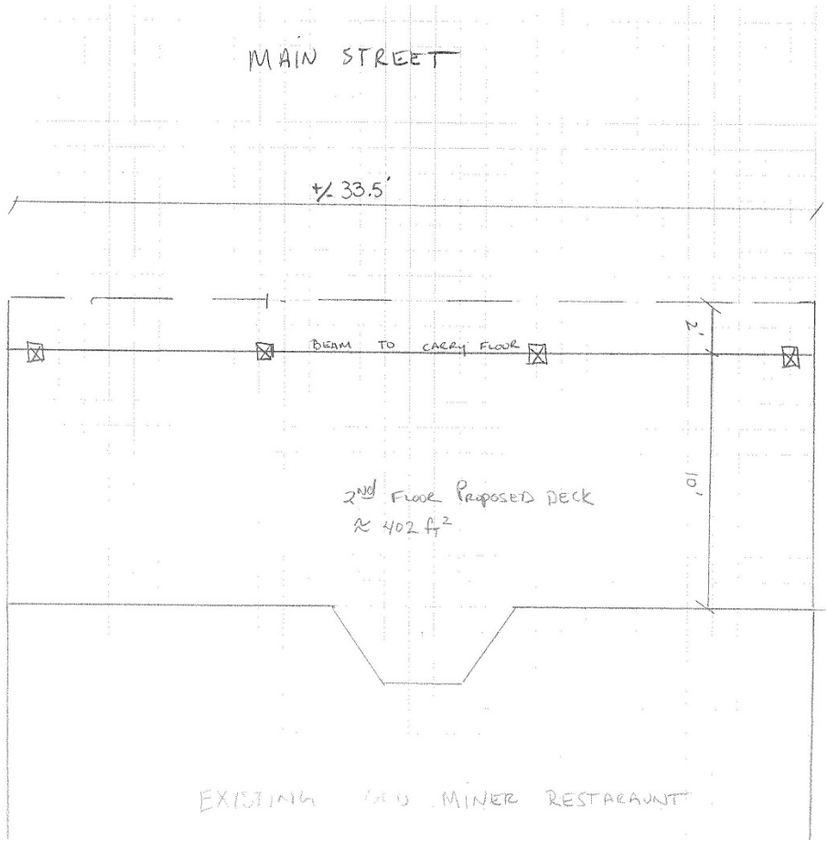
WITNESSETH, that, for and in consideration of **LICENSEE'S** promise to hold **LICENSOR** harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, **LICENSOR** and **LICENSEE** hereby agree as follows:

1. **Temporary Nature**. Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The **LICENSEE** further agrees that in the event **LICENSOR** demands removal of the subject of this License from public property, not to protest such decision in any manner.

2. **License to Use Public Property**. **LICENSEE** shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit "A" attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit "A", for the following purposes, to wit:

Tear down the existing awning and c*onstruct and maintain a deck structure above the first floor which extends into the ROW a total of 12 feet from the existing building face, is 33 feet wide and 8 feet above the sidewalk.*





3. **Repair and Maintenance**. In the event that **LICENSEE** hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, **LICENSEE** shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.

4. **Indemnity, Insurance**. By execution hereof, the **LICENSEE**, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the **CITY**, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney's fees arising out of or connected in any way with the **LICENSEE'S** use of the **CITY's** property to this license.

   LICENSEE hereby gives to the **CITY** its assurance and promise to hold **CITY** harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by **LICENSEE**. The **LICENSEE** also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least $350,000.00 for property damage or bodily injury, including death, per person, and $900,000.00 for property damage or bodily injury, per occurrence. The **CITY** shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon written notice by the **CITY** to the **LICENSEE** of a change in the limits of governmental liability pursuant to the "Colorado

Governmental Immunity Act" (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, **LICENSEE** shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The **LICENSEE** also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture, Removal**. If and whenever the **LICENSEE** shall have refused or otherwise failed to hold **LICENSOR** harmless and carry insurance as provided hereinabove, or whenever the City Council shall have determined that said public property or any portion thereof is needed by **LICENSOR** for other purposes, then, in that event, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR**, shall cause said improvements to be removed from public property at its own expense within a reasonable time period indicated in the notice. If **LICENSEE** shall have refused or otherwise failed to cause said improvements to removed within a reasonable time after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the right to remove the improvements or cause them to be removed, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein.

6. **Privileges Personal to License**. This License is personal to the **LICENSEE**, and the privileges herein granted shall not inure to or for the benefit of the **LICENSEE's** successors or assigns.

7. **Snow Removal**. The use of licensed area shall not interfere with snow removal operations by **LICENSOR** on the City streets. **LICENSEE** shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.

8. **Entirety of Agreement, Modifications**. The making, execution and delivery of this agreement by the **LICENSEE** has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereunto affix their respective signatures on the dates appearing opposing thereto:

THE CITY OF GUNNISON, COLORADO
LICENSOR

__________________________ DATE: _______________________
Robert Drexel, Mayor

ATTEST: (SEAL)

____
City Clerk

STATE OF COLORADO)
) **SS**.
COUNTY OF GUNNISON)

The foregoing License Agreement was subscribed to me this_____ day of ___________, 2015, by Robert Drexel, Mayor for the City of Gunnison and by Gail A. Davidson, City Clerk for the City of Gunnison.

My Commission Expires: ______________________

WITNESS my hand and official seal: **(SEAL)**

____
Notary Public

●●

LICENSEE

__________________________ DATE: _______________________
Frank Cutrona, Ol' Miner Steakhouse

STATE OF COLORADO)
) **SS**.
COUNTY OF GUNNISON)

The foregoing License Agreement was subscribed to me this____ day of ____________, 2015, by Frank Cutrona, Ol' Miner Steakhouse.

My Commission Expires: ______________________

WITNESS my hand and official seal: **(SEAL)**

____
Notary Public
●●

EXHIBIT "A"

To that certain License Agreement

Between

The City of Gunnison, Colorado, LICENSOR,

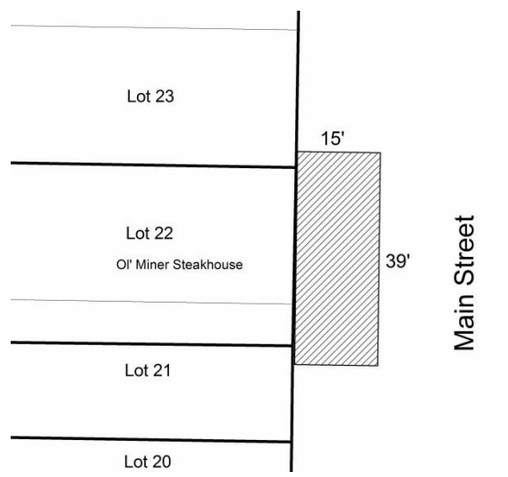
And

Ol' Miner Steakhouse, LICENSEE,

Which License Agreement is dated: April ___, 2015

THE REAL PROPERTY which the Licensee is permitted by the aforesaid License Agreement to use is described more particularly as follows:

A portion of the Main Street right-of-way adjacent to the east line of Lots 21-23, Block 21, Original Gunnison, beginning at the northeast corner of lot 22, thence south 36 feet along said east line, thence east 15 feet, thence north 39 feet, thence west 15 feet, thence south 3 feet along said east line to the point of beginning.



SUBJECT TO:

1. Construction of this deck shall be subject to issuance of a building permit.

2. The building permit application shall include detailed construction drawings and the plan must be stamped by a registered engineer licensed in the State of Colorado.

3. The deck layout shall be constructed with a railing design that does not accommodate the placement of drinks or other items that may fall onto the sidewalk.

4. Glassware or other breakable items are prohibited on the deck.

5. This license agreement shall not be effective until proof of adequate insurance coverage, as required by paragraph 4 of this agreement is provided to the Community Development Director.

Initialed by LICENSOR: _____ Date: _____

Initialed by LICENSEE: _____ Date: _____

Memorandum

To: City Council

From: Ben Cowan

Date: 4/13/2015

Re: State of Colorado Central Collection Services

Currently, the City has an agreement with Transworld Systems for collection of delinquent utility accounts. We provide initial in-house collection services for closed accounts by sending monthly statements and follow up letters. Finally, after approximately 60-90 days, delinquent accounts are turned over for collections. Each month, approximately 12-15 accounts at approximately $200 each are sent to collections. Accounts not collected within 1 year are then written off to bad debt. Last year, $23,141.97 was written off, for a total of 76% of all delinquent accounts. Transworld charges the City 50% of the balance collected. The collection fee and subsequent write off increases the cost of utilities to our current paying customers. Our contract with Transworld Collections will be expiring at the end of April and we are looking for an alternative solution.

During 2014, after the City was able to collect an initial $3,529.49 from demand letters, Transworld was able to further collect $3,560.30. The City had to pay Transworld a total of $2,385.97 for their services, *so the City only netted $1,174.33 from this arrangement*.

The State of Colorado Department of Personnel has statutory authority to collect the City's delinquent accounts. After some initial review, the Finance Department recommends setting up an account to begin using this service for collections. Here are some highlights of the reasons Finance is recommending switching to the use of the State's service:

- As far as cost, the State adds their fee (18%) on to any account, so when collected, the City would receive 100% of the principal amount. For instance a $100 account would add $18, the State would collect $118 and send the City $100 the following month.
- The accounts are included in the Offset programs, so the State can intercept consumers' Colorado State Tax Refunds, Lottery Winnings, Gaming Winnings and Vendor Offset payments if the State is paying out funds to the consumer.
- The State has five private collection agencies under contract, so if they're unable to collect within a certain period of time, they'll assign it to one of them to collect. They also have private attorneys under contract, so they have the ability, with the City's explicit authorization on an individual account to send to the attorneys to litigate in court, obtain a judgment and effect post judgment remedies such as wage garnishment or bank account garnishment to collect the funds.
- The City would have real time access to our accounts, so we can review individual accounts, access monthly reports, assign new accounts, submit adjustments, etc.
- The notices go out on State Letterhead, which tends to generate more significance when received.
- The State also has processes that review accounts for address updates, bankruptcy and deceased information.

<u>Action Requested:</u> A motion to authorize Mayor Drexel's signature on the State of Colorado Political Subdivisions & Special Districts Collections Agreement.

Central Collection Services
Political Subdivisions & Special Districts Collections Agreement

City of Gunnison, a Colorado Home Rule Municipality

Agency Classification (Please Check One) ☒ Political Subdivision ☐ Special District

THIS AGREEMENT is made **April 28, 2015** between **the City of Gunnison,** a Political Subdivision of the State of Colorado, pursuant to Title 30 ("the Client") or an existing Special District, pursuant to Title 32, C.R.S. (the "Client"), acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, Office of Central Collection Services, (the "State"). The parties are referred to as the "parties".

- **TERM:** This Agreement will commence on March 10, 2015 and will remain in effect until December 31, 2015 or as per the provisions in Section 5. This Agreement can be renewed for any term length upon written notification by the Client and the processing of an Option Letter by the State.

- **THE PARTIES AGREE AS FOLLOWS:**

1. **COORDINATION AND LIAISON**: The State shall fully coordinate all services under the Agreement with the Finance Director of the Client ("Manager") or, the Manager's designee.
2. **SERVICES TO BE PERFORMED**:
   - **a.** As the Manager directs, the State shall diligently undertake, perform, and complete all of the services and produce all the deliverables described as collection services, and more particularly set forth in the Scope of Work which is attached hereto and incorporated by reference herein as **Exhibit A ("Scope of Work").**
   - b. The State is ready, willing and able to provide the services required by this Agreement.
   - c. The State shall faithfully perform the services in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
   - d. This Agreement is non-exclusive, and the Client may use other vendors for the same or similar services described herein.
   - e. The State shall provide monthly reports to the Manager or his designee to document the services provided as specified in the Scope of Work.
   - f. The parties shall meet as needed to review the services provided under this Agreement to address any concerns, ensure quality of work product, review responsiveness to the Client's needs under the Agreement, and address any other issues of note for the Client regarding the performance of this Agreement. The Client may include representatives of any Client agency or department as appropriate in such meetings.

3. **COMPENSATION AND PAYMENT**:
   - a. Collection Fee: The State shall add a Collection Fee (as the term is defined in the Scope of Work) onto all accounts assigned to the State for collection pursuant to Section 8 of the

Scope of Work. The Collection Fee amount shall be determined by the State according to the annual rate review process, which is set forth in the Scope of Work.

b. Legal Fees: Subject to Exhibit A, Section 1B, legal action requires written authorization by the Client prior to commencement of any legal activity. Any reasonable out of pocket expenses incurred by the State's contracted legal counsel, in the course of litigation of collections under this Agreement, such as process server fees or court filing fees, etc. shall be added to the balance due. These legal expenses will then be posted to the account at the time they are collected by the State from the debtor with the following monthly remittance to Client. If an account is cancelled prior to collection of such out of pocket expenses, client will be responsible and they will be deducted from next month's remittance.

c. Private Collection Agency Fees: For each account assigned to the State and for which the State utilizes a private collection agency, the State shall adjust the Collection Fee amount according to the contracted fee amount in place according to the State's contract with the private collection agency at the time of assignment of such account to the private collection agency.

4. **STATUS OF STATE**: The State is an independent contractor retained to perform collection services for the Term of this Agreement. Neither the State nor any of its employees are employees or officers of the Client or are entitled to workers' compensation benefits for the performance of the services described in this Agreement.

5. **TERMINATION**:

a. Both the State and the Client have the right to terminate the Agreement with cause upon written notice to the other party, which shall be effective upon the other party's receipt of notice, and without cause upon thirty (30) days prior written notice to the other party. At that time Client and State shall determine if any accounts in the process of collection shall remain with State for continued collection efforts.

b. Notwithstanding the preceding paragraph, the Client may terminate the Agreement upon written notice to the State if the State or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with State's collection services business. Termination pursuant to this paragraph is effective upon the State's receipt of written notice.

c. Upon termination of the Agreement, with or without cause, the State shall have no claim against the Client by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement prior to the date of termination, nor shall the Client have any claim against the State by reason of, or arising out of, incidental or relating to termination.

d. If the Agreement is terminated, and the Client desires that all accounts assigned for collection shall be cancelled, the State shall thereby cancel all accounts in the system assigned by the Client and will refer all debtors back to Client upon contact. At the time of

termination, Client and State shall determine length of time necessary to cancel all accounts, including those assigned to private collection agencies and/or legal counsel under contract with State and how to handle any legal accounts under judgment.

6. **EXAMINATION OF RECORDS**: Any authorized agent of the Client, including the Client's Auditor or his or her representative, has the right to request information regarding any accounts assigned to the State by Client related to the Agreement until the latter of three (3) years after the final payment to the State under the Agreement or expiration of the applicable statute of limitations. Any such inspection is subject to the Fair Debt Collection Practices Act confidentiality requirements.

7. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event will any payment or other action by the Client constitute or be construed to be a waiver by the Client of any breach of covenant or default that may then exist on the part of the State. No payment, other action, or inaction by the Client when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

8. **INSURANCE**: The parties understand and agree that both are "public entities" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101 *et seq*., as amended (the "Act") and that to the extent required or permitted by the Act both parties will at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

9. **CHARGES AND PENALTIES**: The State shall promptly pay when due, all applicable bills, debts and obligations it incurs while performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against Client's property.

10. **ASSIGNMENT; SUBCONTRACTING**: Except as provided in this Section, the State shall not voluntarily or involuntarily assign any of its rights or obligations under this Agreement without obtaining the Manager's prior written consent. This Section shall not limit the State's ability to utilize private collection agencies under contract with the State to perform collection services and/or private counsel under contract with the State to perform collection and/or litigation on accounts assigned to the State in accordance with Section 4(b).

11. **INUREMENT**: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

12. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Client or the State receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

13. **NO AUTHORITY TO BIND CLIENT TO CONTRACTS**: Except as specifically authorized in Section 5 of the Scope of Work, the State lacks authority to bind the Client on any contractual matters. Except

as specifically authorized in Section 5 of the Scope of Work, final approval of all contractual matters that purport to obligate the Client must be executed by the Client.

14. **SEVERABILITY**: If a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions of provisions will not be affected.

15. **CONFLICT OF INTEREST**: No employee of the Client shall have any personal or beneficial interest in the services or property described in the Agreement. The State shall not hire, or contract for services with, any employee or officer of the Client. The State shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The State represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the State by placing the State's own interests, or the interests of any party with whom the State has a contractual arrangement, in conflict with those of the Client. The Client, in its sole discretion, will determine the existence of a conflict of interest, and may terminate the Agreement for cause if it determines a conflict exists, after it has given the State written notice describing the conflict.

16. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, as follows:

If to the State:

John Weber
Contracts Manager
Colorado Department of Personnel & Administration
State Purchasing Office
1525 Sherman Street
Denver CO 80203

If to the Client:

Ben Cowan
Finance Director
City of Gunnison
PO Box 239
Gunnison CO 81230

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

17. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law and the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the City and County of Denver.

18. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the State may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age military status, sexual orientation, gender variance, marital status, or physical or mental disability.

19. **COMPLIANCE WITH ALL LAWS**: State shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and of the State of Colorado.

20. **LEGAL AUTHORITY:** State represents and warrants that it possesses the legal authority, pursuant to proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the State represents and warrants that he or she has been fully authorized by State to execute the Agreement on behalf of State and to validly and legally bind State to all the terms and provisions of the Agreement. The Client shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either State or the person signing the Agreement to enter into the Agreement.

21. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The parties and their respective counsel have had the opportunity to review the Agreement and its exhibits, and the Agreement and its exhibits will not be construed against any party merely because any provisions of the Agreement or its exhibits were prepared by a particular party.

22. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

23. **INTELLECTUAL PROPERTY RIGHTS**: The Client and State intend that all property rights to any and all materials, documents, correspondence, reports, etc. regarding the accounts assigned to State for collection pursuant to this Agreement are the property of Client. State agrees to keep all such information confidential and not to share with any third party or anyone except the debtor or their designee. While the State is required to provide public records under the Colorado Open Records Act ("CORA"), CRS §24-72-101, et seq., the confidentiality of debtor information precludes sharing information about specific debtors or their accounts. If State receives a public records request that implicates information provided by Client pursuant to this Agreement, State will give Client notice of the request so that Client can contest it, if Client determines that to be appropriate.

24. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the State's obligations

to provide insurance will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

25. **ADVERTISING AND PUBLIC DISCLOSURE**: The State shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the State's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement by the State will be limited to services that have been accepted by the Client. The State shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to Client's officials.

26. **CLIENT EXECUTION OF AGREEMENT**: The Agreement will not be effective or binding on the Client until it has been fully executed by all signatories of both parties.

27. **AGREEMENT AS COMPLETE INTEGRATION – AMENDMENTS**: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. Modifications of this Agreement shall not be effective unless agreed to in writing by the parties in a written amendment to this Agreement, which is properly executed and approved in accordance with Colorado State law, State Fiscal Rules and the resolutions, rules and regulations of **[INSERT AGENCY NAME]**

28. **COUNTERPARTS OF THE AGREEMENT**: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

29. **ANNUAL APPROPRIATION**: Client's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of Client.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for Agency hereby swear and affirm that they are authorized to act on Agency's behalf and acknowledge that the State is relying on their representations to that effect.	
CLIENT AGENCY Name of Agency: **City of Gunnison** By: _____ Title: Mayor Signature: _____ Date: _____	**STATE OF COLORADO** **John Hickenlooper, GOVERNOR** Department of Personnel & Administration Kara Veitch, Interim Executive Director By:_____ Department of Personnel & Administration Kara Veitch Date: _____
Approved as to Form: By: _____ _____ Printed Name	

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS 24-30-202 requires the State Controller to approve all State contracts.
This Agreement is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

☐ **Brent Voge or** ☐ **Clark Bolser or** ☐ **Tanya Olsen**

Date:_____

EXHIBIT A – SCOPE OF WORK

State shall provide collection services for past due debts on behalf of Client, including sending notices, making phone calls, skip tracing demographic information, utilization of private collection agencies for collection and/or private counsel for litigation. Pursuant to Section 7, State shall provide monthly reports to Client as well as a monthly remittance of appropriate proportion of amounts collected in the previous month.

1. COMPENSATION

The State shall add a collection fee to the balance of each account assigned to the State (each a "Collection Fee") and collect those Collection Fees from the debtor as compensation for work performed pursuant to this Agreement. The amount of the Collection Fee, which is 18% at the time of this Agreement's execution, is set annually as part of the State's annual rate setting process. If there is a change in the amount of the Collection Fee, the State shall send the Client written notice of such change which shall be effective upon Client's receipt of such notice. The Client is not required to pay State directly for collection services pursuant to this Agreement, other than legal fees as described below.

A. Collection Fees

As set forth in this Section 1, a portion of each payment will be retained by State as Collection Fees with the balance paid to Client in the form of a monthly remittance payment the month following collection of payment from the debtor.

B. Legal Fees

If State determines that litigation is the best means to collect an account, Client must first authorize in writing such litigation and provide documentation sufficient to prove the debt in a court of law. Any reasonable out of pocket expenses incurred by private counsel in the course of litigation of collections under this Agreement, such as process server fees or court filing fees, etc. will be added to the account balance. These legal expenses will then be posted to the account at the time they are collected by the State from the debtor with the following monthly remittance to the Client. If account is cancelled prior to collection of such out of pocket expenses, client will be responsible and they will be deducted from the next monthly remittance.

C. Interest

If Client is legally authorized, by law or statute or contract with debtor, for interest to be accrued on an account, any interest accrued prior to assigment may be assigned with account as "assigned interest" and subsequent interest will be accrued from time of assignment forward and added to account as "accrued interest" at the next transaction occurrence.

D. Client Collection Costs

If Client is legally authorized, by law or statute or contract with debtor, to add their collection costs to an account in addition to Collection Fees added by State, those will be included with account as "collection costs" at the time of assignment.

E. Negatives on Monthly Remittance

There may be instances when a "negative" occurs on the monthly remittance to Client. If a personal check is written by debtor and subsequently does not clear the bank, the amount of such debtor check which was previously paid to Client shall be deducted from the following monthly remittance to Client to recoup those funds. Upon a check being dishonored, a $20 State NSF fee amount shall be added to the account. Other adjustments to the monthly remittance may be made by the State for an improper posting that is subsequently corrected or for Commission Fees on accounts assigned to the State which are subsequently paid by debtor through paydirects, which are payments accepted directly by Client from debtor or negatives could occur for other similar circumstances.

2. CANCELLATION

Client has the right to cancel any account at any time, other than Client agrees not to cancel accounts solely to disallow State from receiving Collection Fees. Client shall provide State with prompt notice of any account assigned in error, any account not valid, or any account unable to be proven as valid in a court of law, which shall be cancelled by the State upon the State's receipt of such notice. Cancellation will bring the account's balance to $0 in State's system. Cancellations shall be done using the State's on-line cancellation form.

3. ADJUSTMENTS

Client will notify State in writing of any adjustments necessary on accounts as soon as they are identified. State will make appropriate adjustment to such account, including to Collection Fees and interest, as appropriate. Adjustments shall be done using the State's on-line adjustment form.

4. PAYDIRECTS

Client may accept payments for accounts assigned to State to collect on its behalf, and will notify State via a paydirect form. Client agrees that State is entitled to Collection Fees out of amounts collected by Client for such accounts, which shall be deducted by the State from the monthly remittance to Client following State's receipt of such paydirect form. Client shall check with State for accurate account balances including, but not limited to, Collection Fees and interest due on such account prior to accepting payment in full on an account. Paydirects shall be done using the State's on-line paydirect form.

5. SETTLEMENT/FORGIVENESS/COMPROMISE

Client must review any settlement/forgiveness/compromise request received by State. If accepted by Client in writing, State shall accept such payment and adjust the account balance accordingly, including Collection Fees and interest, as appropriate. Client agrees that State is entitled to proportionate Collection Fees out of settlement amounts.

6. CREDIT BUREAU REPORTING

All accounts assigned to State will be eligible for reporting to the credit bureaus after 30 days after assignment. Client agrees not to report any account to credit bureaus that have been or will be assigned to State so accounts are not reported twice. Client may direct State in writing not to report any specific account to the credit bureaus at its discretion. Client may allow State to not report any specific account to the credit bureaus.

7. REPORTING - NOTIFICATION

After the Agreement is executed, State will setup Client in State system and provide logon and password access information to Client to be able to log-in to State system to obtain reports and/or access forms to submit information to State. The following reports will be available to Client each month through on-line access:

A. Monthly Statements

State shall provide a monthly remittance payment to Client each month. Client shall have on-line access to a monthly "statement" providing detail of such remittance payment.

B. Cancellation Report

State shall provide a monthly report of any accounts cancelled.

C. Adjustment Report

State shall provide a monthly report of any accounts adjusted.

D. Legal Report

State shall provide a monthly report of any accounts in litigation.

8. ASSIGNMENTS

Client may assign accounts to State in different ways, including:

A. Individually, filling in the information in the on-line new account assignment form on the State's website.
B. Batch mode using a State provided flat Ascii file format or customized spreadsheet.

9. SECURITY

All information regarding accounts must be transmitted securely. State has a secure ftp site to be used for secure file transferrence. Care should be taken regarding any communication transmitted by fax or e-mail to ensure confidential information is protected.

10. CLIENT RECORDS

A. Maintenance

Client agrees to retain account information, including information necessary to prove the debt in a court of law for a period of up to three years after collection in full or cancellation of account with State. Client agrees to provide such information upon request by State in order to provide to debtor upon request.

B. Confidentiality

State shall keep all Client records and information confidential at all times and comply with all applicable laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information shall be immediately forwarded to State.

MEMO

To: City Council

Date: April 16, 2015

From: Tex Bradford

Re: Proposed Revision to the Existing Photovoltaic or Wind Ordinance

In 2003 a policy in ordinance form (Ordinance No. 10 Series 2003) was adopted by City Council allowing for the private owned generation of electricity by City electric customers as it pertains to photovoltaic (Solar) or wind generation. The ordinance was passed as a pilot program with specific limitations.

Over the past twelve years the city has had three customers install private owned solar generation with a total capacity of 11.3 kilowatts (kW).

In recent months the city has had two or three request to either increase the allowed kW from 10 kW to 15 kW or to allow for commercial customers to install solar units.

There is a state law that the city of Gunnison **is exempt from**. The law requires electric providers with 5,000 customers, (Not Meters) or more to be allowed to generate electricity with certain provisions. Two of the provisions are that residential customers are allowed to install approved systems up to 10 kW and commercial customers up to 25 kW. The power provider may allow larger systems if they so choose. The City of Gunnison has consistently supported renewable energy projects over the course of many years even though the City has not been required by state or federal law to do so.

As the original pilot program has been in place and monitored for approximately twelve years now along with the recent request to allow more solar generation staff recommends council consideration of the attached **draft** of the proposed revisions to the above referenced ordinance. Should council agree with suggested revisions staff will move forward with the necessary notices, public hearings, and etc., in order for council to adopt the revised ordinance if they so choose.

Thank You for Your Consideration,

Tex Bradford

ORDINANCE NO. ~~10~~
?
SERIES 20~~03~~15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON ~~ADOPTING~~ REVISING A PILOT PROGRAM FOR RESIDENTIAL AND COMERCIAL ELECTRIC CUSTOMERS WHO INSTALL PHOTOVOLTAIC OR WIND SYSTEMS, AND ESTABLISHING A RATE FOR THE ELECTRICAL ENERGY CONSUMED BY SUCH CUSTOMERS.

WHEREAS, the City of Gunnison wishes to encourage the continuing development of alternative renewable energy resources; and

WHEREAS, in furtherance thereof, the City of Gunnison, through its electrical department, is ~~implementing~~ Revising a photovoltaic or wind pilot program for ~~up to fifty (50)~~ residential and Commercial electric customers who wish to install such systems.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ORDAINS THAT:

Section 1. Section 12-4-1, Definitions, of the City Code of the City of Gunnison, is hereby amended by the addition of the following definitions:

> Photovoltaic or Wind Pilot Program is the City of Gunnison's program to accommodate the installation of ~~a maximum of fifty (50)~~ PV-W systems on the City of Gunnison's electric distribution system for the purpose of providing residential and Commercial electric customers an option to own photovoltaic or wind generation equipment which is tied to the City of Gunnison's electric grid.
>
> Net Metering is, for billing purposes, the net consumption as measured at the City of Gunnison's service meter. When net metering is negative, such that the PV-W system production is greater than the customer's consumption in any month, the City of Gunnison will credit customer for such production. In the event that such negative balance remains after December 31 of each year, the City of Gunnison will pay customer for such negative balance at the City of Gunnison's average ~~residential~~ wholesale rate. If customer consumption is greater than the PV-W system production, the customer shall pay for that electric use at the most current published rate on a monthly billing. Customers will be billed the monthly service charge for each month, even in months when negative or no net electric consumption by the customer results.

Section 2. Upon recodification, all other definitions contained in Section 12-4-1 of the City Code of the City of Gunnison will be re-lettered to conform to this amendment.

Section 3. Chapter 12, Utilities, Article 4, Utility Service Rates and Fees, Rules and Regulations, is hereby amended by the addition of a new Section 12-4-4, to read as follows:

12 -4-4. Photovoltaic and wind service ~~pilot~~ ~~program and~~ rate schedule.

A. Applicability. The photovoltaic and wind pilot program is applicable to ~~the first fifty (50)~~ residential and commercial electrical customers to install eligible photovoltaic or wind (PV-W) systems under the following rate, whose electric service is supplied by the City of Gunnison ~~under a single-phase residential rate~~. The PV-W rate is applicable to residential and commercial electric customers who own, operate, and maintain a photovoltaic or wind generation system in parallel with the City of Gunnison's electric system. The PV-W system shall be limited to a maximum capacity of

~~10~~ 15 kilowatts for residential and 25 kilowatts for commercial. Service under the following rate schedule is an exception to the applicability of the single-phase and three phase electric rate schedule such that these schedules are applicable for standby and/or auxiliary service for this ~~pilot~~ program only, and is not available to re-sale service.

B. ~~Single-phase PV-W rate under this pilot program is available for the first fifty (50) consumers and/or installations.~~ All customers taking advantage of this rate shall be located within the City of Gunnison's service territory.

C. All electric energy delivered by the City of Gunnison to the customer hereunder shall be received and paid for by the customer at the applicable residential or commercial ~~single-phase~~ rate. The City of Gunnison shall net meter all electric energy produced by the PV-W system. The City of Gunnison will charge the customer an additional ~~One Dollar ($1.00)~~ Two Dollars and Fifty Cents ($2.50) per month service charge for administrative expenses and additional meter cost that are incurred over that of a typical single-phase meter and an additional Five Dollars ($5.00) per month for three phase meters.

D. Customers who have photovoltaic systems installed prior to this revision shall continue to operate under the conditions of Ordinance No. 10 Series 2003 unless they choose to increase the size, (kW), of their systems at which time they will fall under the requirements of this revision.

E. The City of Gunnison shall, at its sole discretion, provide, own, operate, and maintain all meters and metering equipment necessary to measure both the energy supplied by the City of Gunnison and the energy produced by the PV-W system. The City of Gunnison reserves the right to utilize measurements from its meter of the energy produced by the PV-W system for billing the unit's productions.

Section. 4. Should any section, clause, phrase, or provision of this ordinance by ruled invalid or unenforceable by any court of competent jurisdiction, it is hereby declared the intent of the City Council of the City of Gunnison, Colorado, that the remaining provisions of this ordinance shall be given full force and effect if it is possible to do so.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this ~~8th~~ day of ~~July~~, ~~2003~~, on first reading, and introduced, read, and adopted on second and final reading this_____day of_____, 200~~3~~.

_____
Mayor

ATTEST:

_____
City Clerk

MEMORANDUM

TO: City Council
FROM: Management Staff – Marijuana Code Committee
DATE: April 21, 2015
RE: Marijuana Code Overview

Introduction

Development of local marijuana regulations to date has been premised on following:

- directives associated with state statutes and accompanying regulations established for the industry;
- obtaining input from the community regarding potential directives; and,
- determining relevant local oversight provisions directed at protecting the community's health, safety and welfare.

The public input process has shown there is a dichotomy of opinion in the community. It is anticipated that the final local marijuana regulations will establish a reasonable balance between diverse community opinions and ensuring that health, safety and welfare factors are adequately addressed.

Regulatory oversight of the new marijuana business market requires amendments to the City Sales and Use Tax Code (Chapter 3.10), the Business Regulations (Chapter 8.50), and the City's adopted International Codes (Chapter 14, Building, Mechanical, and Fire Codes) of the *City of Gunnison Municipal Code* (GMC). Additionally, the *City of Gunnison Land Development Code* (*LDC*) will be amended to address a variety of use regulations. This memorandum summarizes the general ordinance structure and content provisions that will be incorporated into the draft ordinance.

Sales Tax Distribution

Passage of the sales tax question requires amendments to GMC, Section 3.10.060, Schedule of Sales Tax Distribution of Receipts. A five percent sales tax on related products (medical and retail) will be established by an amendment to this Section of the GMC. Excise tax will be applied to Retail marijuana and marijuana products exported from the city limits.

Business Regulations

Business regulations address a variety of topics including, but not limited to, license and application fee requirements; application material contents; review process and procedures; renewal, ownership transfers and change of location; and suspension revocation provisions.

A subject requiring Council direction is associated with the remittance of fees if an application is withdrawn. Specifically, if an application is withdrawn the staff recommends that the application fees will not be refunded. Does the Council wish to also refund the collected *license fee* or should it also be retained by the City?

Application content and the licensing process will focus on the business functions. Business licensing application materials deemphasize operational details, but they mandate compliance with adopted building and *LDC*. That is to say, licenses will be considered without a great amount of facility and operational related details, but the license will not be subject to issuance until the building, mechanical, and fire code provisions are adequate and zoning compliance requirements are fulfilled.

Suspension and revocation provisions in the Business Regulations will consist of a list of mandates that, if not fulfilled, will constitute a case for revocation. Topics are related to professional business conduct; building code compliance; pollutant discharge into the City's sewer facilities; equipment standards; industrial hygiene provisions; and, oversight mandates for hazardous and toxic materials.

Building, Mechanical, and Fire Codes
The control of odor is necessary to minimize nuisances. Draft regulations for all marijuana establishments require that odors be removed from the facility in a manner that does not constitute a nuisance to adjacent occupants, structures and properties. Fulfilling the odor mandate in new buildings will not be a major issue, but existing buildings will be required to retro-fit mechanical systems (heating/air conditioning). The odor nuisance provision will allow marijuana establishments to operate in multi- tenant facilities.

Marijuana cultivation establishments and marijuana product manufacturing establishments present unique issues that must be addressed by amendments to the Building Code. Issues include, but are not limited to certification standards for equipment used in manufacturing and the use of flammable materials and compressed gas in cultivation or product manufacturing. Staff proposes the prohibition of compressed gases, and flammable and combustible liquids for cultivation and production. However, an exception will permit the use of Carbon Dioxide gas if certain life-safety features and provisions are in place. Specifically, if carbon dioxide gas levels exceed 5,000 parts per million an alarm system shall activate and the CO_2 equipment will shut down.

Due to the fact that this is an emerging industry, the equipment used in the cultivation and product manufacturing operations has not been tested by registered safety institutions that address the safety of machinery design. Typically manufacturing equipment is tested by institutions such as Underwriters Laboratories, the International Code Council or other similar entities. Because manufacturing operations are an "emerging industry" the related equipment specification have not been established, tested and approved by industrial safety institutions. The proposed code will require all equipment possess industrial safety certifications or be stamped and approved by a licensed engineer.

Food safety production standards will be addressed by the City marijuana code standards. Proposed local standards will require that marijuana product manufacturing establishments be inspected and approved by an industrial hygienist certified by the American Board of Industrial Hygiene. Design and operation protocol of the said marijuana manufacturing and production facilities will be required to comply with food safety mandates established by the State of Colorado. Annual inspection by a certified industrial hygienist is also proposed in the marijuana code.

***Land Development Code* (*LDC*)**
Land use regulation amendments will apply to Sections 2 and 3 of the *LDC*. The Principal Use Table (Table 2-3) will be amended to address zone districts where grow operations, manufacturing, testing and retail sales may occur. Section 3 of the *LDC*, titled Specific Use Regulations, will be amended with the addition of specific standards, protocols and procedures deemed necessary for this new industry. These additional regulatory provisions apply to topics including, but not limited to:

- Zoning compliance: *no marijuana establishments in the CBD or B1 and cultivation and product manufacturing is limited to the Industrial District;*
- Grow operations and wastewater discharge: *must meet local and state discharge standards;*
- Signage standards: *comply with city sign standards and prohibit certain terms and images;*
- Industrial hygiene standards: *directed at filling oversight provisions not presently being met by the State of Colorado*;
- Hours of operation: *8:00am-7:00pm, seven days per week*

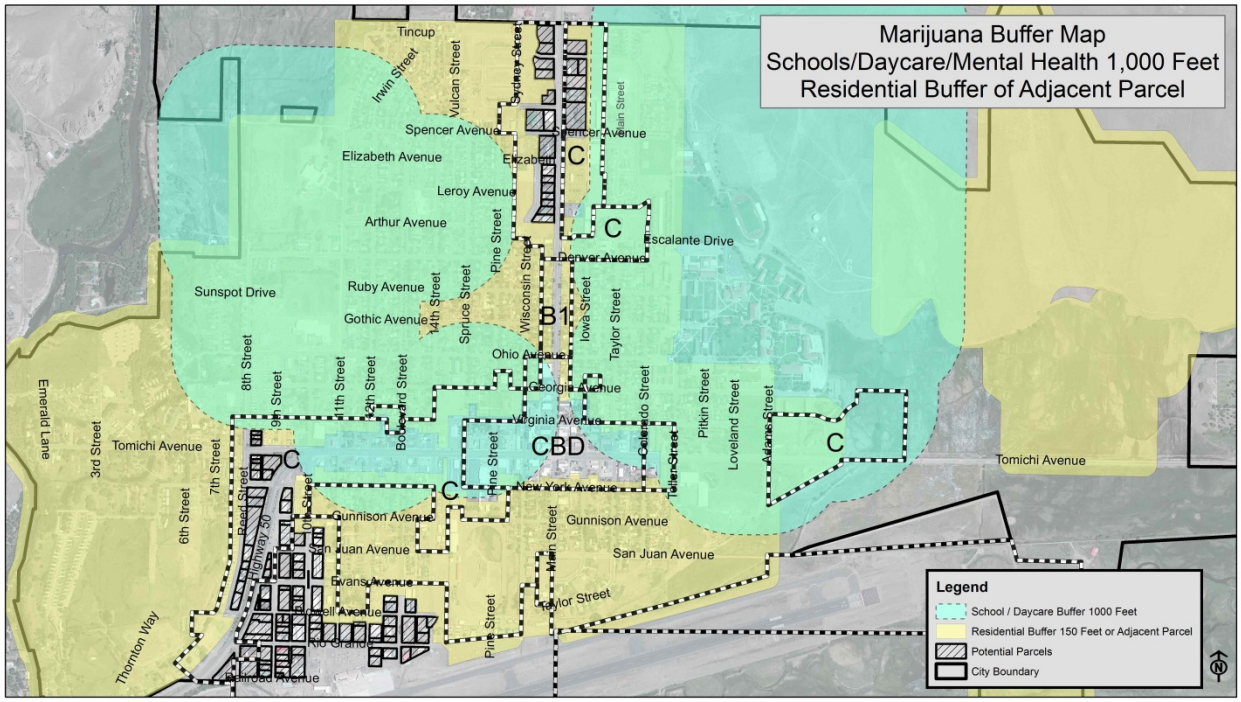
Land Use Buffers
The Colorado Revised Statutes require Medical marijuana establishments be separated at least 1,000 feet from public or private pre-schools, elementary, middle, junior high, high schools or institutions of higher education. Many other communities have established additional buffers from churches, rehabilitation

facilities, parks and other similar land uses. Based on comments from the public input meetings and consideration of public interest, the City staff proposes 1,000 foot buffers from schools, pre-schools, and WSCU and that licensed marijuana establishments not be located adjacent to the any residential district zones. The draft buffer map is attached.

Conclusion

Crafting regulations that follow directives associated with state statutes and accompanying regulations established for the industry is fairly straight forward, but ensuring the directives are sensible and protect the community's health, safety and welfare is the intended target. Staff believes that the draft code will fulfill these needs through a balanced regulatory structure.

The Planning and Zoning Commission is scheduled to conduct the *LDC* Text Amendment hearing on May 13th. Staff anticipates that the P&Z recommendation will be voted on that evening. The Council is scheduled to conduct a public hearing on the proposed marijuana ordinance on May 26th. The first and second ordinance reading are anticipated to occur in June.



Memorandum

To: City Council
From: Keith Robinson
Date: April 16, 2015
Subject: Chapter 5.10, Municipal Ordinances Pertaining to Marijuana

As Council is aware work on Municipal Ordinances pertaining to taxation, licensing and the technical codes has been progressing with public meetings, staff discussion and updates to council. Discussions have progressed to the point that we can start looking at the enforcement piece through local ordinances in comparison to state statute. The Gunnison Police Department will be enforcing Colorado State Statute as it applies to all marijuana usage, sales, possession, licensing, etc. The purpose of this discussion is to identify and discuss violations that would be appropriate for enforcement under Municipal Ordinance through Municipal Court as opposed to County Court.

As with other municipal ordinances there is overlap between Municipal and State laws giving officers a range of charges to apply based on the situation. Typically we have limited Municipal Ordinances to violations which would be lower level misdemeanors, petty offenses and traffic offenses under Colorado State Statute. In the states adopting of the marijuana laws they gave a lot more flexibility to local government to set their own laws.

The following list is intended to provide Council an overview of the types of violations being considered for revision or inclusion in Municipal Ordinance:

1. Existing ordinance:
    a. 5.10.182 Transfer, sale and purchase of marijuana – Revise
        1. Retitle to reference unlicensed individuals
        2. Repeal section A.
    b. 5.10.103 Personal cultivation of marijuana – Revise
        1. Address allowances pertinent to medical marijuana
        2. Address communal grows
        3. Define restrictions on odor

2. Proposed ordinances:
    a. Unlawful Acts Related to Commercial Establishments
        1. Transaction to or by persons under 21
        2. Transactions to or by persons not possessing medical marijuana cards
        3. Sale or purchase of more than 1 ounce to a Colorado resident or more than .5 ounces to a non-Colorado resident

4. Presenting false identifications for purchase
5. Conducted business between the hours of 8PM and 8 AM
6. Transaction to a person visibly intoxicated
7. Employed persons not licensed as vendors
8. Allowing consumption/use on licensed premise
9. Define restrictions on odor
10. Define restrictions on waste

b. Business Records available for inspection by law enforcement during reasonable hours

c. Manufacturing of concentrates by individuals.

This list is not all inclusive at this point as I am working to review state statutes and other sources for ideas and information. Should council have concerns on areas to address please contact me. Ordinances as drafted will be reviewed by staff and presented to Council.

Memorandum

To: City Council

From: Ken Coleman

Date: April 17, 2015

Re: Manager 2015 Goals

As directed by Council, Bob Drexel and Richard Hagen met with me to formulate my work goals for 2015. In addition to tracking the projects directly related to budget allocations and coordinating the operational aspects of our organization it is felt believed that having specific goals for the City Manager will be beneficial.

The current ambient work load provides many logistical challenges and the unanticipated items that arise are included in my tasks. These are general duties as assigned and to provide some specific goals that can be measured and evaluated is the objective.

Three areas that were identified in our meeting are suggested for further discussion with the entire Council to ensure these are consistent with the entire policy making group.

Creating and implementing a Strategic Planning process is the first recommended goal. This procedure allows an initial step in the annual budget development where Council and staff meet to formulate priorities for our organization. These will determine what further budget items are included to support these set priorities and are incorporated into the work plan.

The second goal discussed is for the manager to research and compile a list of resources for Council training relative to leadership and governing aspects. The scheduling and other logistics on offering educational opportunities was mentioned. Through resources such as CML and DOLA it would be incumbent on the manager to create professional development opportunities. Also explore other potential resources that are available.

The other goal briefly explored is to set an objective of finding a healthy balance between the professional and personal parts of the manager's life.

These initial thoughts are provided to Council for further review and additional input.