

CITY OF GUNNISON COUNCIL AGENDA
MEETING IS HELD AT CITY HALL, 201 W. VIRGINIA AVENUE
GUNNISON, CO, IN THE 2ND FLOOR COUNCIL CHAMBERS

TUESDAY

APRIL 28, 2015

REGULAR SESSION

7:00 P.M.

I. Call Meeting to Order:

II. **PUBLIC HEARING** **7:00 P.M.**

Receive Input on the Brew Pub Liquor License Application from High Alpine Brewing Company, LLC. dba High Alpine Brewing Company, 111 N. Main Street, in Gunnison.

III. Pre-Scheduled Citizens:

IV. Consent Agenda: the consent agenda allows City Council to approve, by a single motion and vote, matters that have already been discussed and/or are considered routine or non-controversial. There will not be separate discussion of these items unless a Council member, City Staff, or citizen requests an item be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be considered under New Business.

- Farmers' Market Multi-Day City Event Permit
- Minutes of April 14, 2015, Council Regular Session Meeting
- Senior Transportation MOU with Gunnison County
- License Agreement with Ol' Miner Steakhouse for Deck over City Sidewalk
- City Use of Colorado Central Collections Services

V. Unfinished Business:

VI. New Business:

- A. Action on High Alpine Brewing Company LLC Brew Pub Liquor License
 - B. Award Community Center Addition Contract to Ransom Construction in an Amount Not to Exceed \$323,100
 - C. Discussion and Possible Action on MOU with Senior Groups for Use of the Community Center and Senior Addition
- VII. Resolutions and Ordinances:
- A. Resolution No. 7, Series 2015; Re: Canceling the May 12, 2015, Regular Session Council Meeting Due to City Election
 - B. Resolution No. 8, Series 2015, Re: Authorizing the Purchase of Real Property For the Use of the City of Gunnison
 - C. Ordinance No. 3, Series 2015, Re: Amending Section 12.3 Overview of Subdivision Procedure and to correct typographical errors within the City *Land Development Code*, 2nd Reading
 - D. Ordinance No. 4, Series 2015; Re: Installation of Residential and Commercial Photovoltaic or Wind Systems and Establishing Associated Rate, 1st Reading

VIII. City Attorney: Kathleen Fogo

IX. City Manager: Ken Coleman

Acting City Manager: Public Works Director Tex Bradford – Semi-Annual Departmental Report

City Clerk: Gail Davidson

WSCU Liaison: Stefano Ballesteros

X. Non-Scheduled Citizens: **At this agenda time, non-scheduled citizens may present issues of City concern to Council. Per Colorado Open Meetings Laws, NO action or Council discussion will be take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Speaker has a time limit of 3 minutes.**

XI. City Council Discussion, Meeting Reports, Items for Future Work Sessions:

XII. Adjournment

The City Council Meeting agenda is subject to change. 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 at www.cityofgunnison-co.gov. Work sessions are recorded, minutes are not produced and formal action cannot be taken. For further information, contact the City Clerk's office at 970-641-8140.

TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970-641-8140.

LIQUOR LICENSE APPLICATION PUBLIC HEARING PROCEDURES

- I. **Call to Order:** Mayor State the Date: **Tuesday, April 28, 2015**, Time: **7:00 PM** and Place: **the City Council Chambers of City Hall, 201 W. Virginia Avenue in Gunnison, CO.** The purpose of the Public Hearing is to receive input on **the Brew Pub Liquor License Application from High Alpine Brewing Company LLC, dba High Alpine Brewing Company, 111 N. Main Street, Gunnison, CO.**

- II. **Record should reflect the attendance of:**
 - A. City Councilors
 - B. City Manager
 - C. City Attorney
 - D. City Clerk
 - E. Applicant(s)

- III. **Request that the applicant(s) identify him/herself.**

- IV. **Report from the City Clerk/City Attorney:**
 - A. Duties of the Board
 - B. Procedural Aspects of the Hearing
 - C. For the Record:
 1. Proof of Publication - Clerk
 2. Proof of Posting - Clerk
 3. Application – Mayor enter into the record
 4. Preliminary Investigation Report – Clerk review

- V. **Reiteration the Determination of the Neighborhood:**
 - A. “The Incorporated City Limits of Gunnison, Colorado”

- VI. **Applicant’s Testimony**

Note: Enter all Documents Provided into the Record

- VII. **Testimony in Favor** of Application - if any
Testimony in Opposition of Application - if any

- VIII. **Council Agrees to take into consideration the application during the Regular Session Meeting**

- IX. **Close Public Hearing**

**NOTICE OF PUBLIC HEARING
APPLICATION FOR A BREW PUB LIQUOR LICENSE
HIGH ALPINE BREWING COMPANY LLC, dba
HIGH ALPINE BREWING COMPANY**

PURSUANT TO THE LIQUOR LAWS OF THE STATE OF COLORADO: High Alpine Brewing Company LLC, dba High Alpine Brewing Company, 111 N. Main Street, Gunnison, Colorado, has requested the licensing officials of the City of Gunnison to grant a Brew Pub Liquor License for dispensing malt, vinous and spirituous liquor by the drink for on-premises consumption and for selling on-premises brewed malt liquor in sealed containers for off-premises consumption.

A Public Hearing on the application will be held in the **City Council Chambers, second floor of City Hall, 201 West Virginia Avenue, Gunnison, CO, at 7:00 P.M., Tuesday, April 28, 2015.**

Date of Application: March 24, 2015.

Petitions or remonstrances may be filed at the City Clerk's Office, City Hall, 201 W. Virginia Avenue, Gunnison, CO or mailed to: City Clerk, P.O. Box 239, Gunnison, CO 81230, until 5:00 P.M., Tuesday, April 28, 2015.

By order of Gail A. Davidson, City Clerk

/s/Gail A. Davidson

**CITY OF GUNNISON, COLORADO
CITY COUNCIL/LOCAL LICENSING AUTHORITY**

IN THE MATTER OF THE APPLICATION FOR A)	
BREW PUB LIQUOR LICENSE)	
FOR HIGH ALPOINE BREWING COMPANY LLC)	PRELIMINARY
dba HIGH ALPINE BREWING COMPANY)	FINDINGS AND REPORT
111 N. MAIN STREET)	
GUNNISON, CO 8 1230)	

**TO THE APPLICANT ABOVE-NAMED AND OTHER INTERESTED PARTIES;
GREETINGS:**

Pursuant to Section 12-47-312 C.R.S., you are hereby advised that with regard to the above application for a Brew Pub Liquor License, an investigation has been made, and based on the results thereof the following has been determined:

- (1) There has not been a denial of an application at the same location by either the State or the Liquor Licensing Authority of the City of Gunnison within the two years preceding the date of the application on the grounds that the reasonable requirements of the neighborhood were satisfied by the existing outlets.
- (2) It does appear from the evidence submitted by you that you are entitled to possession of the premises where the license is proposed to be exercised.
- (3) Selling Malt, Vinous and Spirituous Liquor by the drink, in the manner proposed in the license application, is not in violation of the zoning, fire and other applicable codes of the City of Gunnison or the laws of the State of Colorado.
- (4) The building where the application proposes to sell malt, vinous and spirituous liquor by the drink for on-premises consumption and to sell malt liquor brewed on the premises in sealed containers for off-premises consumption does not appear to be within 500 feet of any public or a parochial school or the principal campus of any college, university or seminary.
- (5) Within the City Limits where you propose to sell liquor, there are the following existing other outlets:
 - 4 - Beer and Wine Type Licenses
 - 12 - Hotel/Restaurant Type Licenses
 - 5 - Retail Liquor Store Licenses

- 1 - Arts License
 - 0 - Brew Pub Licenses
 - 8- Tavern Licenses
 - 1 - Club Licenses
 - 6 - 3.2% Beer Type Licenses
 - 36 - Total Number of Active Liquor Licenses in City of Gunnison
- (6) According to information of the Police Department of the City of Gunnison, the following records have been found with regard to the following applicant:
- (a) Applicants: A local background check has been conducted and a memo from Gunnison Police Chief Keith Robinson states he has no objections to the issuance of a license. The fingerprint cards for the three principals of the LLC have been mailed to the CBI for a background check, and the City is awaiting results.

The Public Hearing on your application will be held on Tuesday, the 28th day of April, 2015, at 7:00 P.M., in the City Council Chambers of City Hall, 201 W. Virginia Avenue, Gunnison, Colorado. At said hearing, you shall have the opportunity to be heard regarding all matters touching upon your application, including all matters herein set forth.

Dated this 23rd day of April, 2015.

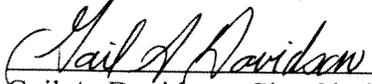
LIQUOR LICENSING AUTHORITY
CITY OF GUNNISON



Gail A. Davidson, City Clerk
City of Gunnison
201 W. Virginia Avenue
Gunnison, CO 81230

CERTIFICATE OF DELIVERY

I hereby certify that I have email/digitally delivered the foregoing "**PRELIMINARY FINDINGS & REPORT**" to the following address: wick@ibarranch.com and have mailed via USPS mail to the following address: High Alpine Brewing Company; 111 N. Main Street, Gunnison, CO 81230



Gail A. Davidson, City Clerk

04/24/2015

Date

Gail Davidson

From: Kathleen Fogo <kathleenfogo@earthlink.net>
Sent: Thursday, March 12, 2015 3:23 PM
To: Gail Davidson
Subject: Liquor License Application - Alpine Brewing Company

Hi Gail – I have reviewed the application for Alpine Brewing Company, LLC, and have a couple of comments. First, although I do not believe it is critical, they should only have the “LLC” box checked in section 1 of the application. In section 17 of the application, the applicant has indicated they have applied for a federal permit? I am not sure why that would be, or if it is in fact true, but if so, they need to attach a copy of the permit or application. In Section 18b, Bryan needs to provide the type of license and license number for the IBar liquor license. Those were the only issues I saw. Please let me know if you have questions or want to discuss further. Thanks, Kathy

Kathleen L. Fogo, Esq.
Kathleen L. Fogo, P.C.
P.O. Box 7200
137 W. Tomichi Avenue, Suite C
Gunnison, CO 81230
Tel. 970-641-0312
Fax 970-812-4907

Memorandum

To: Gail Davidson, City Clerk
From: Keith Robinson, Chief of Police
Date: March 26, 2015
Subject: Application for Brew Pub License
High Alpine Brewing Company

KR



On review of the Brew Pub Liquor License application for High Alpine Brewing Company, 111 N. Main St. I do not find any reason to contest the application base on location or local police department records.

However, on review of the application, Mr. Wickenhauser identifies himself as owner of I Bar Inc. which has a liquor license, although the type is left off the application. Under 12-47-415 Brew Pub license, (5) owners, part owners, shareholders, or persons of interested directly or indirectly in a brew pub license are limited in conduct with any other businesses licensed under article 46 and 47. Relationship with I Bar Inc. should be clarified as part of this application process. I am also aware that the building located at 111 N Main St. has a basement area which is not listed as part of the licensed area in the information provided to the police department for review.

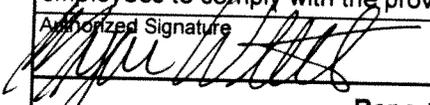
20. **If applicant is a corporation, partnership, association or limited liability company, applicant must list all officers, directors, general partners, and managing members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% of more in the applicant. All persons listed below must also attach form DR8404-I (Individual History Record), and submit fingerprint cards to their local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Bryan Wickhamhouser	414 N Pine St. Gunnison CO	12/03/72	Co-Owner	33.3%
Jon Brown	412 N 14th B Gunnison CO	1/22/72	Co-Owner	33.3%
Scott Cline	59 Park Dr. UNIT A GUNNISON, CO	8/19/75	Co-Owner	33.3%

** Limited Liability Companies and Partnerships - 100% of ownership must be accounted for on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature:  Printed Name and Title: Bryan Wickhamhouser Date: 3/9/15

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

Date application filed with local authority: 03/20 Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license (Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **Therefore, this application is approved.**

Local Licensing Authority for City of Gunnison		Telephone Number 970-641-8140	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print Gail Davidson	Title City Clerk	Date
Signature (attest)	Print	Title	Date

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	or			
	Waiver by local ordinance? Other: _____			
	<input type="checkbox"/>	<input type="checkbox"/>		
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. IBAR, Inc	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____	<input type="checkbox"/>	<input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord Head Pin Holdings LLC	Tenant High Alpine Brewing Company	Expires 1/31/20		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name none	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Number of additional Optional Premise areas requested. (See license fee chart) <input style="width:50px;" type="text"/>				
15. Liquor Licensed Drug Store applicants, answer the following:				
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached. <input type="checkbox"/> Yes <input type="checkbox"/> No				
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(c) How long has the club been incorporated? <input style="width:50px;" type="text"/>				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> Yes <input type="checkbox"/> No				
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager Wickenhauser	First Name of Manager Payan	Date of Birth 12/03/72		
18b. Does this manager acts as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. IBAR, Inc <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Type of License Tavern	Account Number 4701405			
19. Tax Dstraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax dstraint issued to them by the Colorado Department of Revenue? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, provide an explanation and include copies of any payment agreements.				

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

High Alpine Brewing Company

2. Your Full Name (last, first, middle)

Wickenhauser, Bryan, Scott

3. List any other names you have used.

4. Mailing address (if different from residence)

414 N. Pine St. Gunnison CO 81250

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current 414 N. Pine St.	Gunnison, CO 81230	2/1/04	Present
Previous —	—	—	—

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
I Bar, Inc	850 County Rd 49 Gunnison, CO 81230	OWNER	2/1/13	Present
Midwest Leasing Inc	414 N. Pine St. Gunnison CO 81230			

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

I Bar, Inc owner Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
High Alpine Brewings Company

2. Your Full Name (last, first, middle)
Cline, Scott, Aaron

3. List any other names you have used.

4. Mailing address (if different from residence)
PO Box 2374 Crested Butte, CO 81224

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	59 Park Drive West A	Gunnison, CO, 81230	07/14	Present
Previous	148 Elcho Avenue #116	Crested Butte, CO, 81224	07/12	07/14

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
See Attached				

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

JB

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

HIGH ALPINE BREWING COMPANY

2. Your Full Name (last, first, middle)

BROWN JON MICHAEL

3. List any other names you have used.

—

4. Mailing address (if different from residence)

SAME

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	412 N. 14TH	GUNNISON CO 81230	8/06	PRESENT
Previous				

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
GITO GUIDES OF CO	PO Box 7152 GUNNISON CO 81230	OWNER	8/06	PRESENT

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

Yes No

LEASE

THIS LEASE is dated effective the 1st day of February, 2015, and is made and entered by and between **Head Pin Holdings, LLC** ("Landlord") whose address is 412 N 14th St B, Gunnison, and **High Alpine Brewing Company** ("Tenant") whose address is 412 N 14th St B, Gunnison, Colorado 81230.

In consideration of the covenants and agreements of the respective parties herein contained, the parties agree as follows:

1. Leased Premises: The Landlord does hereby lease to the Tenant, and the Tenant leases from the Landlord, that property known as the 111 North Main Street Gunnison, CO 81230.

2. Term: The term of the Lease shall be for the period of five years, commencing on the date of this Lease, and ending at 5:00 p.m. on February 1st, 2020, together with the option to renew the lease annually for an additional five terms of one year each under the terms and conditions hereinafter described.

3. Responsibilities/division of income:

a. Tenant shall be responsible for all operating expenses of the business operation, including, but not be limited to, payment of utilities, refuse disposal, labor, food costs, payments to, and costs of, entertainers, ordinary building and personal property maintenance, sales and withholding taxes, costs of liability insurance and all other operating and maintenance expenses with respect to the Leased Premises.

b. A security deposit is not paid under this lease. Nevertheless, Tenant covenants and promises that it will perform all covenants and conditions of this Lease to be kept and performed by Tenant, and that it will keep the Leased Premises in good condition pursuant to the requirements of this Lease. If, at the termination of the Lease, the leased Premises are not in proper condition or damaged, Landlord shall give written notice of the damage or unsatisfactory condition to Tenant within 90 days of the termination of the Lease, stating a price for the damages, and Tenant shall pay such damages within 30 days.

c. Tenant shall pay to Landlord on the first day of each and every month there after, beginning March 1st 2015. \$1,885.00/Month, plus pro-rated property taxes (\$371.00.Month), Property Insurance (\$190.00/Month) **for a total of \$2,445.00/month**

Insurance:

a. The Landlord shall insure the building, including the Leased Premises, and keep it insured at all times during the term of this Lease or any renewal thereof, against fire and extended coverage hazards, during the term hereof, in an aggregate amount of not less than the fair value of the building, with a licensed casualty insurance company authorized to do business in the State of Colorado. The beneficiary of the insurance shall be Head Pin Holdings, LLC.

b. The Tenant shall insure his business and the Leased Premises, and keep the same insured during the term hereof, against premises liability with coverage limits as follows:

c.		
	Bodily Injury:	\$1,000,000.00 per person \$3,000,000.00 per occurrence
	Property Damage:	\$5,000.00 per person \$15,000.00 per occurrence

The Landlord shall be named as an additional insured and Tenant shall provide Landlord with proof of insurance in the form of a certificate thereof issued by the insurance company within 10 days hereof. Renewal or change in insurance shall require the same proof and there shall be no lapse in coverage during the term hereof.

4. Repair and Care of the Leased Premises: The Tenant shall not commit waste to the Leased Premises and personal property. The Tenant agrees to keep the Leased Premises in good condition and repair, to clean and maintain the interior of the bathrooms and kitchen and to maintain the grounds as the same may or might be necessary in order to maintain the Leased Premises in a clean, attractive and sanitary condition. Any failure to comply with this Agreement shall be a default under the Lease. Any failure to comply with this Agreement shall be a default under the Lease. The Tenant shall not undertake any remodeling or construction within or upon any buildings, or affix anything to the Leased Premises which might affect the walls, ceiling, floors, electrical, plumbing or other utility systems within the Leased Premises or the rest of the building without first obtaining Landlord's written consent. The Landlord agrees to repair any existing defects in or damage to the structural components of the Leased Premises, including exterior walls, floor joists, roof and foundations, and to repair any defects in the plumbing, heating or electrical systems, as well as any damage that may result from the acts of the Landlord or its representatives. All proceeds of insurance provided for in Paragraph 4 herein shall be available for and shall be used for any repairs required to be made hereunder. The repair obligation of the Landlord does not apply to any condition requiring repair caused by ordinary use by the Tenant or wrongful or negligent acts or omissions of Tenant, its agents, customers, employees or invitees, in

which event Tenant will bear the cost of such repairs. Landlord shall not be liable for the interruption of heating, plumbing, air conditioning, electrical systems, or other services, if any, by causes beyond Landlord's control or when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the judgment of Landlord for as long as may be reasonably required by reason thereof. No such interruption of service shall be deemed a default by Landlord nor shall it be deemed an eviction or disturbance of Tenant's use or quiet enjoyment of the Leased Premises.

Tenant shall pay before delinquency all costs for work done or caused to be done by Tenant on the Leased Premises which could result in any lien or encumbrance on Landlord's interest in the Leased Premises or any part thereof. If any such lien or encumbrance is filed against the Leased Premises or the Property and Tenant shall fail to cause such lien to be discharged of record within thirty (30) days after Tenant receives written notice of its filing, whether by payment or posting of a statutory surety bond with the appropriate court, Landlord may, at its option, pay such charge and related costs and interest, and the amount paid, together with reasonable attorneys' fees incurred by Landlord, shall be immediately due from Tenant to Landlord.

5. Damage or Destruction: If the Leased Premises shall be damaged or destroyed by fire or other casualty in an amount exceeding 40 percent of their fair market value, or in such a manner as to prevent the Tenant's conduct of business for a period in excess of three weeks during the business operating season, then Tenant may terminate this Lease upon written notice to the Landlord. If the Leased Premises or the buildings shall be damaged or destroyed, but such damage or destruction shall not cause a termination of this Lease, then the Landlord and Tenant, subject to the rights and obligations set forth in Paragraph 5 above, shall promptly repair all such damage and restore the Leased Premises and buildings using therefor any and all insurance proceeds, subject to delays due to adjustments in insurance claims, strikes and other causes beyond the parties' control.

6. Injuries and Property Damage: The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims (including claims of the Tenant) of any kind or nature arising from the Tenant's use of the Leased Premises or the conduct of its business during the term hereof except as such might result from the negligence of Landlord or representatives, or from defects in the structural components of the Leased Premises. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons upon the Leased Premises, from any cause other than the negligence of Landlord, its agents, servants or employees, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Leased Premises.

Landlord or Landlord's agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain or

any other cause whatsoever, unless caused by or due to the negligence of Landlord, their agents, servants or employees.

7. Right of First Refusal: The Landlord in consideration of the performance of all the covenants and agreements hereof to be performed by the Tenant, hereby gives the Tenant a right of first refusal to purchase the Leased Premises (the "Right of First Refusal") as set forth below.

In the event that Landlord shall at any time during the term hereof desire to sell the demised premises pursuant to any bona fide offer which it shall have received, it shall offer them to Tenant at the same price and terms as that contained in such bona fide offer. Tenant shall have five (5) days from and after receipt thereof to decide whether or not to purchase the demised premises at such price. If Tenant shall give notice of intent not to purchase or shall give no notice within the time herein limited, Landlord may accept such offer and proceed with the sale thereunder. If Tenant notifies Landlord within said time that it elects to purchase the demised premises at such price, the parties shall proceed with the closing in accordance with the terms and conditions contained in the bona fide offer. Any such sale to a third party shall be subject to the terms of this lease.

8. Notices: All payments, notices or other communications provided for herein shall be deemed delivered when mailed, postage prepaid and first class certified mail, return receipt requested, to the following addresses or such other addresses as the parties may designate by notice in writing from time to time:

LANDLORD: Head Pin Holdings LLC
 412 N 14th Unit B
 Gunnison CO 81230

TENANT: High Alpine Brewing Company
 412 N 14th Unit B
 Gunnison, CO 81230

9. Default: If the Landlord or Tenant shall default in the fulfillment of any of the covenants and conditions hereof, the non-defaulting party at his option after fifteen (15) days prior notice to the defaulting party may make performance for the defaulting party and for this purpose advance such amounts as may be necessary to cure such default. Any amounts advanced or expense incurred or sum of money paid by the non-defaulting party to comply with any covenant, agreement, obligation or provision of this Lease or in defending any action to which the defaulting party may be subjected by reason of any such failure, or for any reason, shall be due and payable to the non-defaulting party on demand.

If a party shall default in fulfillment of any of the covenants or conditions of the Lease and any such default shall continue for a period of thirty (30) days after written

notice, then the other party may at its option terminate this Lease by giving the defaulting party written notice of such termination and, thereupon, this Lease shall expire as fully and completely as if that date was definitely fixed for expiration of the term of this Lease, and the Tenant shall then quit and surrender the Leased Premises. If such default cannot be remedied within the period of thirty (30) days, by use of reasonable diligence, then such additional time shall be granted as may be necessary, provided the defaulting party takes immediate action upon the receipt of the notice, and proceeds diligently to remedy the default.

In the event either party is required to enforce the terms of the Lease or to recover damages for breach hereof by suit or otherwise, the party at fault shall pay the cost and expenses incident thereto, including reasonable attorney's fees.

10. Operation in Event of Default: In the event Tenant is in default under this Agreement and Landlord resumes operation of the business, Tenant agrees that Landlord may operate as manager under the Tenant's liquor license until Landlord may obtain a liquor license in Landlord's name.

11. Surrender of Premises: The Tenant agrees to surrender up the Leased Premises and leased personal property at the expiration or sooner termination of this Lease, or any extension thereof, in the same condition, ordinary wear and tear and damage by the elements excepted. The Landlord agrees that any fixtures, equipment or personality of any nature owned or installed by the Tenant shall not become a leasehold improvement, but may be removed by the Tenant at the expiration of the term of this Lease or any extension thereof, so long as such can be removed from the Leased Premises without substantially damaging the Leased Premises, and so long as the Tenant has then performed all of his duties hereunder. All the keys to the buildings and Leased Premises must be delivered to the Landlord at termination.

12. Holdover: Should the Tenant holdover the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy for month to month only, and the Tenant shall pay as rental such amounts as would have been paid as if the term of the lease continued for the next year.

13. Right of Entry by Landlord: The Tenant at any time during the term of this Lease shall permit inspection of the Leased Premises during reasonable business hours by the Landlord's agents, or representatives for the purpose of ascertaining the condition of the Leased Premises and compliance by Tenant with the provisions of paragraph 5 of this Lease. The Tenant shall, upon request by Landlord, provide proof of performance of his duty to pay personal property and sales taxes. Should Tenant refuse to provide such proof, Landlord may then demand the right to inspect its books and records to ascertain whether or not Tenant has paid all personal property and sales taxes.

14. Use of Leased Premises. Use of the Leased Premises shall be strictly limited to the entertainment and food business and use for weddings and wedding receptions, reunions, etc, or anything substantially similar, for which the Leased Premises have previously been used. Different uses shall be allowed only upon consent of the Landlord. No other business or personal use of the Leased Premises may be undertaken by Tenant without first obtaining the Landlord's written consent, which consent may be withheld and refused by Landlord in Landlord's sole and complete discretion. Any illegal activity upon the Leased Premises by Tenant shall be a default under this Lease giving Landlord the right to terminate this Lease. Tenant, at its own expense, will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant; will not engage in any activity which would cause the fire and extended coverage insurance to be canceled or the rate therefor increased (or, at Landlord's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Landlord or to other tenants, or which might in the exclusive judgment of Landlord, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the buildings; will not commit or permit waste on the Leased Premises or buildings; and will not paint, erect or display any sign, advertisement, placard or lettering in the common areas of the Company Store without Landlord's written prior approval.

After commencement of this lease, Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business during the term of this Lease, or for the making of repairs, alterations, improvements or additions, and Landlord, where necessary will cooperate with Tenant in applying for all such permits or licenses, but Landlord shall incur no costs or expenses therefor.

Any liquor license used in the Leased Premises, applicable insurance, and utilities must be in Tenant's name.

Tenant, upon payment of the required amounts hereunder and performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly hold and enjoy the Leased Premises during the full term of this Lease. Landlord shall reasonably endeavor to insure Tenant's quiet enjoyment, but Landlord shall not be responsible for the acts or omissions of any third party that may interfere with Tenant's use and enjoyment of the Leased Premises, so long as such acts or omissions of such third party are beyond Landlord's control.

Tenant shall supply Landlord each month copies of P & L and paid sales tax receipts for the business operations conducted on the Leased Premises. Such copies may either be hand delivered, mailed, delivered by courier, or faxed to Landlord's office.

15. Assignment/Subletting: The within lease is personal to the Tenant and it may not sublet or assign any interest created by this Lease or any portion of the Leased Premises, either directly or indirectly, whether by lease, sublease, contract or otherwise, without first obtaining Landlord's written consent. This includes an assignment of the

rights and obligations hereunder to any business entity created by any members of the Tenant. Any assignment, sublet, encumbrance, pledge or use as collateral made or given in violation hereof shall be null and void and without force or effect and shall be deemed a breach of this entire Lease. If any consent is given under this Article by Landlord, Tenant's obligations hereunder shall continue in full force and effect in accordance with all the terms of this Lease unless written consent by Landlord expressly releases Tenant therefrom. For purposes of this paragraph conveyance of a controlling interest in a corporation, partnership or limited liability company comprising the Tenant shall constitute an assignment of interest under this paragraph.

16. Abandonment: If the Tenant fails to keep the Leased Premises open for business during regular business hours for a period in excess of 30 days, during the anticipated period of operation from May 1 through September 30, without prior permission of the Landlord first obtained, then Landlord may, but need not, assume the Leased Premises to be abandoned by the Tenant, declare a termination of the Lease and retake possession of the Leased Premises.

17. Goods, Fixtures, etc. of Tenant: Tenant shall remove all of its goods, fixtures, and the like prior to termination, and any such left by the Tenant after termination may be destroyed, stored or sold by Landlord, in any manner determined by Landlord in its sole discretion, and any costs by Landlord in so doing shall be Tenant's obligation. Tenant shall not make any alterations or improvements to the Leased Premises without Landlord's prior written approval which approval shall not be unreasonably withheld. Any alterations or improvements to the Leased Premises made by Tenant, with the exception of trade fixtures installed by Tenant, shall become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease. Landlord, at its option, may require Tenant to remove any physical additions and or alterations to which Landlord has not previously consented in accordance with this paragraph, in order to restore the Leased Premises to the condition existing at the time Tenant took possession thereof. All costs of such removal and repair shall be borne by Tenant.

18. Sales and Withholding Taxes: Tenant will timely file sales and employee withholding tax returns and submit all payment to Local State and Federal authorities. At the time each such return or payment form is transmitted to the taxing authority a true copy thereof shall be delivered to the Landlord.

19. Time: Time is of the essence of this Lease and every term, covenant and other condition herein contained.

20. Law and Venue: Any controversy arising under the Lease shall be resolved pursuant to the laws of the State of Colorado, and any action brought hereunder shall be brought in the courts in the County of Gunnison and State of Colorado.

21. Binding Effect: This agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto.

22. Waiver: Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Leased Premises shall not constitute an acceptance of surrender of the Leased Premises.

The failure of Landlord to insist upon the strict performance of any of the terms, conditions and covenants herein contained shall not be construed or deemed to be a waiver of any rights or remedies of Landlord under this Lease and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants of this Lease by Tenant.

23. Severability: If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, then, and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

24. Entire Agreement: This written agreement contains the entire and only agreement between Landlord and Tenant, and no oral statements or representations not contained in this Agreement shall be of any force and effect between said parties. This Lease shall not be modified or amended in any manner except by written instrument executed by the parties.

25. Captions: Landlord and Tenant agree that the headings and captions contained in this Lease are inserted for the convenience of reference only and are not to be deemed a part of, nor to be used in, construing this Lease.

26. Force Majeure: In the event Landlord or Tenant shall be delayed or hindered in or prevented from performing any of the agreements, provisions or covenants required hereunder by restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of Landlord or Tenant, in performing work or doing acts required under the terms of this Lease, then performance of such act shall be extended for a period equivalent to the period of such delay.

27. Date: The parties hereto have executed this Lease as of the date first above written.

LANDLORD:

Head Pin Holdings, LLC

By: Bryan Wickhauser



Co-Manager

TENANT:

High Alpine Brewing Company

By: JON BROWN



Co-Manager

GENERAL WARRANTY DEED

MADDALENA VENTURES, LLC, a Colorado limited liability company for the consideration of ten dollars and other valuable consideration in hand paid, hereby sell(s) and convey(s) to **HEAD PIN HOLDINGS, LLC**, a Colorado limited liability company, whose address is 412 North 14th B, Gunnison, Colorado 81230, the following real property in the County of Gunnison, and State of Colorado, to wit:

Lot 15, Block 21, TOWN OF GUNNISON, according to the **ORIGINAL** Plat filed of record on **March 9, 1880** in the office of the **County Clerk and Recorder**,

**City of Gunnison,
County of Gunnison,
State of Colorado,**

with all its appurtenances, and warrants title to the same subject to:

1. Unpatented mining claims; reservations or exceptions in patents; water rights, claims or title to water;
2. Terms and conditions in Party Wall Agreement as set forth in instrument recorded in Book 241 at page 46;
3. Terms and conditions in Party Wall Agreement as set forth in instrument recorded in Book 724 at page 274;
4. Taxes and assessments for 2015 due and payable the following year.

Signed this 27 day of January, 2015.

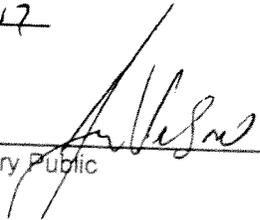
MADDALENA VENTURES, LLC, a Colorado limited liability company

By: 
Carol L. Realini, Manager

STATE OF California)
County of San Mateo) ss.

The foregoing instrument was acknowledged before me this 27 day of January, 2015, by Carol L. Realini as Manager of Maddalena Ventures, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 05/05/2017


Notary Public

**OPERATING AGREEMENT
OF
HIGH ALPINE BREWING COMPANY**

THIS OPERATING AGREEMENT is made as of November 14, 2014, by all of the Members of High Alpine Brewing Company (the "Company"). In consideration of our mutual promises and for other good and valuable consideration, we agree as follows with respect to the administration and regulation of the affairs of the Company.

ARTICLE I. FORMATION

1.1 **Formation.** The Company was formed on November 14, 2014, by filing Articles of Organization with the Colorado Secretary of State pursuant to the Colorado Limited Liability Company Act (the "Act").

1.2 **Company Name.** The name of the Company is **High Alpine Brewing Company**.

1.3 **Office and Agent.** The address of the registered agent of the Company is 412 N. 14th B, Gunnison, Colorado 81230, and its initial registered agent is Jon M. Brown. The Company may subsequently change its registered agent's address or registered agent in accordance with the Act.

1.4 **Terms.** The Company will continue until its dissolution (under Article XII) and liquidation (under Article XIII).

ARTICLE II. PURPOSES AND POWERS

2.1 **Principal Purpose.** The principal purposes of the Company are to engage in the business of brewing and selling beer products and any lawful business related thereto for which a limited liability company may be organized under the Act.

2.2 **Powers.** Subject to the other provisions of this Agreement, the purposes of the Company may be accomplished through the powers set forth in section 7-80-104, C.R.S., as it may be amended from time to time, and through all lawful powers, activities and rights which are necessary, convenient or advisable to the conduct of its business.

ARTICLE III. MEMBERS

3.1 Initial Members. The names and addresses of the initial Members of the Company are:

Bryan Wickenhauser
414 N. Pine
Gunnison, Colorado 81230

Jon M. Brown
412 N. 14th B
Gunnison, Colorado 81230

Scott Cline
Post Office Box 2374
Crested Butte, Colorado 81224

The address of any Member may be changed by notice to the other Members.

3.2 New Member. New Members may be admitted to the Company only upon a majority vote of the Members based on their membership interests or unanimous written consent of all Members and on such terms which are in compliance with the provisions of Article XIV below.

ARTICLE IV. CAPITAL OF THE COMPANY

4.1 Capital Accounts. A separate capital account will be maintained for each Member. Subject to the other provisions of this Agreement, the capital account of a Member equals:

- (a) The initial capital contributed by such Member,
- (b) Increased by any additional capital contribution of such Member and such Member's share of net profits, and
- (c) Decreased by such Member's share of net losses and distributions.

Appropriate charges and credits will be made to capital accounts in accordance with generally accepted accounting principles consistently applied.

4.2 Initial Contributions. Each initial Member agrees to contribute to the Company:

See attached Exhibit A and by this reference incorporated herein.

4.3 No Additional Contributions. Except upon the affirmative vote of a majority of the Members based on their membership interests and upon such terms and conditions as they may agree, no additional capital contributions will be required or permitted from any Member unless otherwise required by law.

4.4 Transfer. If all or part of any ownership interest is transferred in accordance with the terms of this Agreement entered into on the same date as this Agreement, the capital account of the transferor that is attributable to the transferred interest will carry over to the transferee.

4.5 No Withdrawal. Except as specifically provided in this Agreement, no Member will be entitled to withdraw all or any part of such Member's capital from the Company or, when such withdrawal of capital is permitted, to demand a distribution of property other than money. In addition, no Member will be entitled to resign or retire from the Company except as provided in this Agreement.

4.6 Withdrawal of Capital. No Member may receive any part of such Member's capital contribution out of the Company assets unless all of the following conditions are satisfied:

(a) The Company has paid, or there remains sufficient assets in the Company to pay, all liabilities of the Company (exclusive of any liability to Members on account of their capital contributions);

(b) Such return of capital is provided for in this Agreement or all Members consent; and

(c) This Agreement is amended to set forth the withdrawal or reduction, or the Articles are canceled.

4.7 No Interest on Capital. No Member will be entitled to receive interest on such Member's capital contributions or capital account.

4.8 Loans by Members. The Company may borrow money from any Member for Company purposes. Any such amount will be repaid on demand or upon such terms as the Company and such Member may agree (provided that the interest rate will at least equal the rate required to avoid imputed interest for federal income tax purposes). Any such advance or loan will be treated as indebtedness of the Company, and will not be treated as a capital contribution by a Member.

4.9 No Drawing Accounts. The Company will not maintain a drawing account for any Member, unless unanimously agreed by the Members. All distributions to Members will be governed by Article VI (relating to distributions), and by other pertinent provisions of this Agreement.

ARTICLE V. PROFITS AND LOSSES

5.1 Determination. The determination of the net profits and losses of the Company (and the amount of each item of income, gain, loss and deduction) will be made in accordance with the Company's method of accounting and, to the extent otherwise applicable, in accordance with generally accepted accounting principles consistently applied.

5.2 Profits and Losses. The profits and losses of the Company for each fiscal year will be allocated among the Members in proportion to their ownership interests. The ownership interest of each Member includes all of the interests such Member has in the Company, including such Member's interest in the profits and losses of the Company, such Member's capital account interest, and all other rights and obligations of such Member expressed as a percentage interest. Upon formation of the Company, the ownership interests are as follows:

<u>Member</u>	<u>Ownership Interest</u>
Bryan Wickenhauser	33 1/3%
Jon M. Brown	33 1/3%
Scott Cline	33 1/3%
	<hr/>
TOTAL	100%

5.3 Tax Allocations. For federal and state income tax purposes, all items of Company income, gain, loss, deduction or credit (except as provided in the following sentences) will, to the extent possible, be allocated among the Members in the same manner as profits and losses. In accordance with Section 704(c) of the Internal Revenue Code (the "Code") and applicable regulations, all such items with respect to appreciated or depreciated property contributed to the Company will be allocated among the Members so as to take account of the variation between the tax basis of the property to the Company and its fair market value at the time of contribution. The Members contemplate that the Company may incur nonrecourse debt (in which no Member bears the economic risk of loss) or Member nonrecourse debt (in which one or more Members separately bear the economic risk of loss). If such debt is incurred, the Members agree to negotiate in good faith to amend this Agreement to comply with the Treasury Regulations under

Section 704(b) and Section 752 of the Code so that items of loss or deduction attributable to those liabilities will be allocated in proportion to ownership interests (with respect to nonrecourse debt) or to those Members bearing the economic risk of loss (with respect to Member nonrecourse debt). Absent any such written amendment which is agreed to by the Members, this Agreement shall be deemed amended in an equitable manner as is necessary to comply with the Treasury Regulations under Section 704(b) and Section 752 of the Code. In making such determination, the Company may rely on the written advice (a copy of which shall be furnished to each Member) of the Company's accountants or tax counsel with respect to required or permissible allocations and capital account adjustments.

5.4 Varying Interests. If there is a change in ownership interests during any fiscal year, all profit and loss items which are incurred in the ordinary course of business will be allocated between the transferor and the transferee in proportion to the number of days such interest is held; provided that, any sale, exchange or other disposition of any substantial Company asset will not be considered as made in the ordinary course of business and any gain or loss attributed to such transaction will be allocated to the person owning the ownership interest at the time such gain or loss is recognized by the Company for federal income tax purposes.

ARTICLE VI. DISTRIBUTIONS

6.1 Operating Distributions. On or before the end of each fiscal year, the Company will distribute its net profits and losses to the Members in proportion to their ownership interests.

6.2 Payment. All distributions will be made to Members owning ownership interests on the date of distribution, as reflected on the books of the Company.

6.3 Withholding. If required by the Code or by state or local law, the Company will withhold any required amount from distributions to a Member for payment to the appropriate taxing authority. Any amount so withheld from a Member will be treated as a distribution by the Company to such Member.

ARTICLE VII. MANAGEMENT

7.1 Management. Management of the Company is vested exclusively in its Members in proportion to their ownership interests. All Members shall be Managers of the Company. The Members may name a Member to act as Manager for day-to-day decisions.

7.2 Vote. Except as otherwise specifically set forth elsewhere in this Agreement, all decisions of the Company will be made by a majority vote of the Members based on their membership interests.

7.3 Efforts of Members. Each Member will devote such time and effort to the Company's business as the Members determine to be necessary or desirable to promote the successful operation of the Company.

7.4 Reimbursement. The Members will be reimbursed by the Company for all expenses incurred on behalf of the Company.

7.5 No Compensation. No Member will be paid compensation for services rendered other than such Member's share of Company profits.

ARTICLE VIII. MEETINGS OF MEMBERS

8.1 Annual Meeting. No annual meeting of the Company is required.

8.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Member.

8.3 Place. The Members may designate any place within or without Colorado as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is otherwise called, the place of meeting will be the address of the registered agent of the Company.

8.4 Notice. Written notice of any annual meeting determined by resolution of the Members or of any special meeting must be given not less than five (5) days nor more than thirty (30) days before the date of the meeting. Such notice will state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice must be given either by personal delivery, by mail, by fax or by other method capable of document transmission, by or at the direction of the Member calling the meeting to each Member entitled to such notice. Any Member may waive, in writing, any notice required to be given to such Member, whether before or after the time stated in such notice.

8.5 Manner of Acting. If all Members are present, the affirmative vote or action of Members as set forth in Article VII will be the act of the Company.

8.6 Proxies. At all meetings of Members, a Member may vote in person or by written proxy which is signed by the Member or by a duly authorized attorney-in-fact. Such proxy must be filed with the Company before or at the time of the meeting. No proxy will be valid after eleven (11) months from the date of its signing unless otherwise provided in the proxy.

8.7 Meetings by Telephone. The Members may participate in a meeting by means of conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other at the same time. Such participation will constitute presence in person at the meeting and waiver of any required notice.

8.8 Action Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by unanimous written consent describing the action taken, signed by the Members.

ARTICLE IX. LIABILITY OF A MEMBER OR MANAGER

9.1 Limited Liability. No Member or Manager of the Company is liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company.

9.2 Capital Contribution. Each Member is liable to the Company for:

- (a) The initial capital contribution agreed to be made under Article IV;
- (b) Capital that has been wrongfully or erroneously returned to such Member in violation of the Act, the Articles, this Agreement; and
- (c) Any money or other property wrongfully paid or conveyed to such Member on account of such Member's capital contribution.

9.3 Return of Capital. When a Member has rightfully received the return of all or part of such Member's capital contribution, the Member is nevertheless liable to the Company to return such capital, with reasonable interest, to the extent needed by the Company to discharge its liability to its creditors who extended credit or whose claims arose prior to such return of capital.

ARTICLE X. INDEMNIFICATION

10.1 Indemnification. The Company will indemnify and hold harmless each Member from a loss, liability or damage actually and reasonably incurred or suffered by any such Member by reason of any act performed or omitted to be performed, or alleged to have been performed or omitted, by such Member in connection with the business of the Company; provided that, no Member whose action or omission to act caused the loss, liability or damage incurred or suffered may receive indemnification or avoid liability with respect to any claim, issue or matter as to which there is a final determination that such Member acted in bad faith, gross negligence or willful misconduct. A final determination means an order of any court or arbitration panel that is not appealed. This right of indemnification includes any judgment, award, settlement, cost, expenses and reasonable attorneys' fees incurred in connection with the defense of any actual or threatened claim or action based on any such act or omission.

10.2 Payment. Any such indemnification will only be paid from the assets of the Company, and will be made promptly following the fixing of the loss, liability or damage incurred or suffered by final judgment of any court, arbitration, settlement, contract, or otherwise (provided that attorneys' fees and costs may be paid as incurred).

10.3 Liability Limitation. A Member will not be liable to the Company for any loss, liability or damage suffered or incurred by the Company, directly or indirectly, because of any act or omission made by such Member in good faith and in the absence of gross negligence and willful misconduct.

ARTICLE XI. ACCOUNTING AND REPORTING

11.1 Fiscal Year. For income tax and accounting purposes, the fiscal year of the Company will end on December 31 in each year (unless subsequently changed as provided in the Code).

11.2 Accounting Method. For income tax and accounting purposes, the Company will use the method of accounting determined by its accountant or as the Company otherwise determines, and if permitted by the Code.

11.3 Returns. The Company will cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code, as well as all other tax returns required in each jurisdiction in which the Company does business.

11.4 **Tax Elections**. The Company may make or revoke any tax election; provided that, the Company will make the election under Section 754 of the Code (relating to the optional adjustment to the tax basis of Company property) upon the written request of any Member.

11.5 **Reports**. The Company books will be closed at the end of each fiscal year and statements prepared showing the financial condition of the Company and its profits or losses from operations. Copies of these statements will be given to each Member. In addition, as soon as practicable after the close of each fiscal year, and in any event within ninety (90) days after the end of each fiscal year, the Company will provide each Member with all necessary tax reporting information.

11.6 **Banking**. The Company may establish one or more bank accounts and safe deposit boxes. The Company may authorize the persons to sign checks on and withdraw funds from such bank accounts and to have access to such safe deposit boxes, and may place such limitations and restrictions on such authority as the Company deems advisable.

ARTICLE XII. DISSOLUTION OF THE COMPANY

12.1 **Dissolution**. The Company will be dissolved upon the happening of any of the following events:

- (a) The maximum period of duration which is hereafter authorized by law;
- (b) The written consent of all Members;
- (c) The sale of all or substantially all of the Company's assets; or
- (d) An event of withdrawal of a Member (as defined in Section 12.2), unless the Company is continued as provided in Section 12.3.

12.2 **Event of Withdrawal**. An event of withdrawal of a Member occurs when any of the following occurs:

- (a) The death of a Member (or the death of both individuals holding a membership interest);
- (b) The entry by a court of competent jurisdiction of an order adjudicating such Member to be unable to manage such Member's person or estate if the membership interest is held by one person;

(c) The written statements by two licensed physicians that a Member is unable to give prompt and intelligent consideration to business matters if the membership interest is held by one person;

(d) The bankruptcy of any Member (or both individuals holding a membership interest);

(e) The withdrawal of a Member under the terms of this Agreement; or

(f) Any other event which terminates the continued membership of a Member in the Company under the Act.

12.3 Continuation. Upon the happening of an event of withdrawal of a Member under Section 12.2, the Company may be continued if all the remaining Members agree in writing to continue the business of the Company as Members under the Articles and this Agreement.

ARTICLE XIII. LIQUIDATION

13.1 Liquidation. Upon dissolution of the Company, the Company shall file a statement of dissolution to dissolve with the Colorado Secretary of State as provided in the Act and immediately wind up its affairs and liquidate. A reasonable time shall be allowed for the orderly liquidation of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize any losses attendant upon liquidation. Any gain or loss on disposition of any Company assets in liquidation shall be credited or charged to the Members' capital accounts in accordance with Articles IV and V.

13.2 Priority of Payment. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) To creditors by the payment or provisions for payment of the debts and liabilities of the Company (other than loans or advances that may have been made by any of the Members to the Company) and the expenses of liquidation;

(b) To the setting up of any reserves that are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the repayment of any loans or advances that may have been made by any Member to the Company (proportionally if the amount available for such repayment is insufficient for payment in full);

(d) To the payment to the Members of their respective capital accounts as adjusted for their respective shares of liquidating profits and losses; and

(e) The balance, if any, to the Members in the ratio of their ownership interests.

13.3 **Distributions to Members.** Distributions in liquidation due to the Members may be made by either or a combination of the following methods: (a) selling the Company assets and distributing the net proceeds, or (b) distributing the Company assets to the Members at their net fair market value in kind. Any liquidating distribution in kind to the Members may be made either by a pro rata distribution of undivided interests or, if the Members unanimously agree in writing, by non pro rata distribution of specific assets at fair market value on the effective date of distribution. Any distribution in kind may be made subject to, or require assumption of, liabilities to which such property may be subject, but only upon the express written agreement of the Member receiving the distribution. Each Member hereby agrees to save and hold harmless the other Members from such Member's share of any and all such liabilities which are taken subject to or assumed. Appropriate and customary prorations and adjustments shall be made incident to any distribution in kind.

13.4 **Deficit Capital Account.** Except as otherwise specifically provided in Section 9.2 or 9.3, nothing contained in this Agreement shall impose on any Member an obligation to make an additional capital contribution in order to restore a deficit capital account upon liquidation of the Company. Each Member will look solely to the assets of the Company for the return of such Member's capital contribution.

13.5 **Articles of Dissolution.** When all debts, liabilities and obligations of the Company have been provided for or paid, and all remaining assets distributed to the Members as provided in Section 13.3, the Company shall file articles of dissolution with the Colorado Secretary of State pursuant to the Act.

ARTICLE XIV. RESTRICTIONS ON TRANSFERS

14.1 **General Restrictions.** The interest of each Member in the Company constitutes the personal property of the Member and may be transferred or assigned. However, if all of the other Members of the Company, other than the Member proposing to dispose of his or her interest, do not approve of the proposed transfer or assignment by unanimous vote or written consent, the

transferee of the Member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member (unless such transferee is already a Member). The transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

14.2 General Conditions on Transfer. No transfer of an ownership interest shall be effective unless all of the conditions set forth below are satisfied:

(a) If the proposed transfer is to a third party not a Member, the Company, first, and then the non-transferring Members shall have the first right of refusal to purchase the ownership interest at the same price and on the same terms as any third party not a Member has contracted to pay for the ownership interest. The Company shall exercise its right of first refusal on or before thirty (30) days after written notice of the proposed transfer, and if the right of first refusal is not exercised by the Company within that time, the Members shall have an additional thirty (30) days within which to exercise their right of first refusal as to all or a part of the interest proposed to be transferred, with closing to be scheduled on or before sixty (60) days after the date of exercise of the right of first refusal in writing by either the Company or the Member(s). If the Company or Member(s) does not exercise the right of first refusal, the ownership interest may be transferred to a third party subject to the general restrictions set forth in Section 14.1; provided, however, if the transfer of the ownership interest to the third party is not closed within one hundred eighty (180) days after notice of the proposed transfer is given to the Company, such ownership interest shall again be subject to the foregoing right of first refusal;

(b) Unless waived by the Company, the transferor or the transferee signs and delivers to the Company an undertaking in form and substance satisfactory to the Company to pay all reasonable expenses incurred by the Company and its Members in connection with the transfer (including reasonable fees of counsel and accountants and the costs to be incurred with any additional accounting required in connection with the transfer, and the cost and fees attributable to preparing, filing and recording such amendments to the Articles or other organizational documents or filings as may be required by law);

(c) The transferor has signed and delivered to the Company a copy of the assignment of the ownership interest to the transferee, in form and substance satisfactory to the Company;

(d) The transferee signs and delivers to the Company an agreement to be bound by this Agreement; and

- (e) The transfer is in compliance with the other provisions of this Article.

Notwithstanding the above, only the last two requirements will apply to the personal representative of a deceased Member's estate. Except for transfers at death or as otherwise agreed in writing by the transferor, transferee and the Company, the transfer of an ownership interest will be effective as of 11:59 p.m. (local time) on the last day of the month in which all of the above conditions have been satisfied. Upon the effective date, the Company will amend Section 5.2 to reflect the new ownership interests of all Members.

14.3 Secured Party. A Member may not grant a security interest in such Member's ownership interest to one or more persons (the "secured party") without the express written consent of the other Members. In no event will the Company have any liability or obligation to any person by reason of the Company's payment of a distribution to any secured party as long as the Company makes such payment in reliance upon written instructions from the Member to whom such distributions would be payable. Any secured party will be entitled, with respect to the security interest granted, only to the distributions to which the assigning Member would be entitled under this Agreement, and only if, as and when such distribution is made by the Company. In no event will the granting of a security interest in such Member's ownership interest give the secured party any membership or management interest in the Company, including the right to vote. Upon any foreclosure or other transfer in lieu of foreclosure of the ownership interest, the transfer will be subject to the other provisions of this Agreement.

14.4 Sale of Ownership Interest Upon Withdrawal. Upon the withdrawal of a Member as defined in Article 12, the Company, first, and then the remaining Member or Members may purchase, and the withdrawing Member or the withdrawing Member's personal representative shall sell, the withdrawing Member's ownership interest to the Company, another Member or Members at the purchase price as provided in Sections 14.5 and 14.6.

14.5 Purchase Price. Except as provided in Section 14.2, the purchase price to be paid for the ownership interests subject to this Agreement shall be equal to the value of the Company divided by the percentage of ownership interest proposed to be sold or transferred as of the date the price is to be determined.

14.6 Agreed Value. The value of the Company agreed to by the Members and the Company for the purpose of this Agreement is \$87,000.00. The parties to this Agreement shall review the Company's financial condition as of the end of each fiscal year and shall endeavor to determine by agreement of all the Members the Company's value, which, if agreed on, shall be the Company's value for purposes of this Agreement until a different value is agreed on or otherwise established under the provisions of this Agreement. If the parties are able to reach mutual agreement, they shall evidence it by placing their written and executed agreement in the

minute book of the Company. If no valuation of the Company has been agreed upon for purposes of this Agreement within twenty-four (24) months of the event requiring determination of value and the value of the Company cannot be agreed upon by all the Members of the Company or the successors in interest to the Members' interests, the value of the Company shall be determined by arbitration in the manner set forth in Section 15.4.

ARTICLE XV. GENERAL PROVISIONS

15.1 Amendment. This Agreement may be amended at any time and from time to time, but only by a written instrument signed by a majority of the Members based on their ownership interest.

15.2 Waiver of Certain Rights. The Members agree that irreparable damage would occur if any Member should bring an action in court to dissolve the Company. Accordingly, each Member accepts the provisions under this Agreement as such Member's sole entitlement on dissolution and liquidation of the Company and waives and renounces (to the fullest extent permitted by law) such Member's right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company. Each Member further waives and renounces any alternative rights which might otherwise be provided by law upon the happening of an event of withdrawal under Section 12.2 with respect to such Member and accepts the provisions under this Agreement as such Member's sole entitlement upon the happening of such event.

15.3 Specific Performance. If any Member proposes to transfer all or any part of such Member's ownership interest in violation of the terms of this Agreement, the Company or any other Member may apply to any court of competent jurisdiction for an injunctive order prohibiting such proposed disposition except upon compliance with the terms of this Agreement, and the Company or any other Member may institute and maintain any action or proceeding against the Member proposing to make such transfer to compel the specific performance of this Agreement. Any attempted transfer in violation of this Agreement will be null and void and of no force and effect. Similar injunctive relief and specific performance may be obtained by the Company or any Member against any third party to compel compliance with the terms of this Agreement. The person against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such person agrees not to urge in any such action or proceeding the claim or defense that such remedy at law exists.

15.4 Arbitration. Except as provided in Section 15.3, if any controversy or claim arising out of this Agreement cannot be settled by the Members, the controversy or claim will be settled by any individual or corporation selected by the written agreement of the Members or, if

they cannot agree, by arbitration in accordance with then applicable provisions of the commercial arbitration rules of the American Arbitration Association and pursuant to the Colorado Uniform Arbitration Act, as it may be amended, and judgment on such arbitration award may be entered in any court having jurisdiction.

15.5 Time and Notices. All notices will be made in writing, and all periods of time will begin or end on the day such notice is personally delivered to any recipient or will be deemed fully made and delivered on the earlier of five (5) days after being sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Company or to any Member at the address indicated for such Member in the Company records (or at such other address as such Member may give to the others in writing) or the date of actual receipt as indicated on the return receipt. In computing the period of days, the date of personal delivery or date of deemed receipt of such notice will be included. Any Member may waive, in writing, any notice required to be given pursuant to this Agreement, whether before or after such required notice.

15.6 Binding Effect. Except as otherwise provided in this Agreement, this Agreement will be binding upon, and will inure to the benefit of, the Members and their personal representatives, successors and assigns. Any such personal representative, successor-in-interest or assignee will succeed to the benefits and burdens of such persons' predecessor-in-interest in proportion to the ownership interest transferred. No provision of this Agreement shall be enforceable by any creditor of the Company for such creditor's benefit.

15.7 Further Assurances. Without additional consideration, each Member agrees to sign, acknowledge and deliver any further instruments and documents as the Company determines to be necessary or desirable (a) to ensure its status as a limited liability company in any jurisdiction where it owns property or transacts business, or (b) to comply with any law, rule or regulation applying to the Company.

15.8 Waiver. No waiver, express or implied, by any Member with respect to any breach or default by any other Member in the performance of such Member's obligations under this Agreement will be deemed a waiver of any further or other breach or default by such other Member. Failure on the part of any Member to declare any other Member to be in breach or default, regardless of how long such failure continues, will not constitute a continuing waiver.

15.9 Entire Agreement. This Agreement sets forth the entire agreement and understanding with respect to the transactions contemplated by it, and supersedes all prior agreements, arrangements and understandings relating to its subject matter.

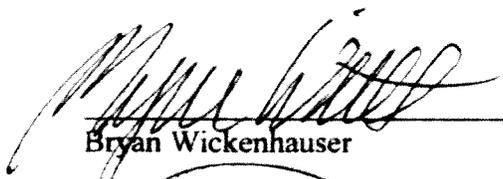
15.10 Multiple Counterparts. This Agreement may be signed in one or more identical counterparts, and all of such counterparts, when taken together, will be deemed to constitute the original of this Agreement.

15.11 Headings. The section and other headings contained in this Agreement are inserted only as a matter of convenience and for reference, and do not affect, define or limit the scope, meaning, intent or interpretation of the text of this Agreement.

15.12 Miscellaneous. The laws of the State of Colorado will govern this Agreement and the construction of any of its terms. If any provision is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect. All pronouns (and any variation) will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require or permit. The words "and" and "or" shall include the conjunctive and disjunctive, as the context may require or permit. The word "include" (and any variation) is used in an illustrative sense rather than a limiting sense.

DATED effective November 14, 2014.

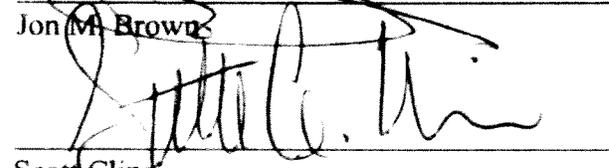
MEMBERS:



Bryan Wickenhauser



Jon M. Brown



Scott Cline

EXHIBIT A

Bryan Wickenhauser	\$29,000.00
Jon M. Brown	\$29,000.00
Scott Cline	\$29,000.00

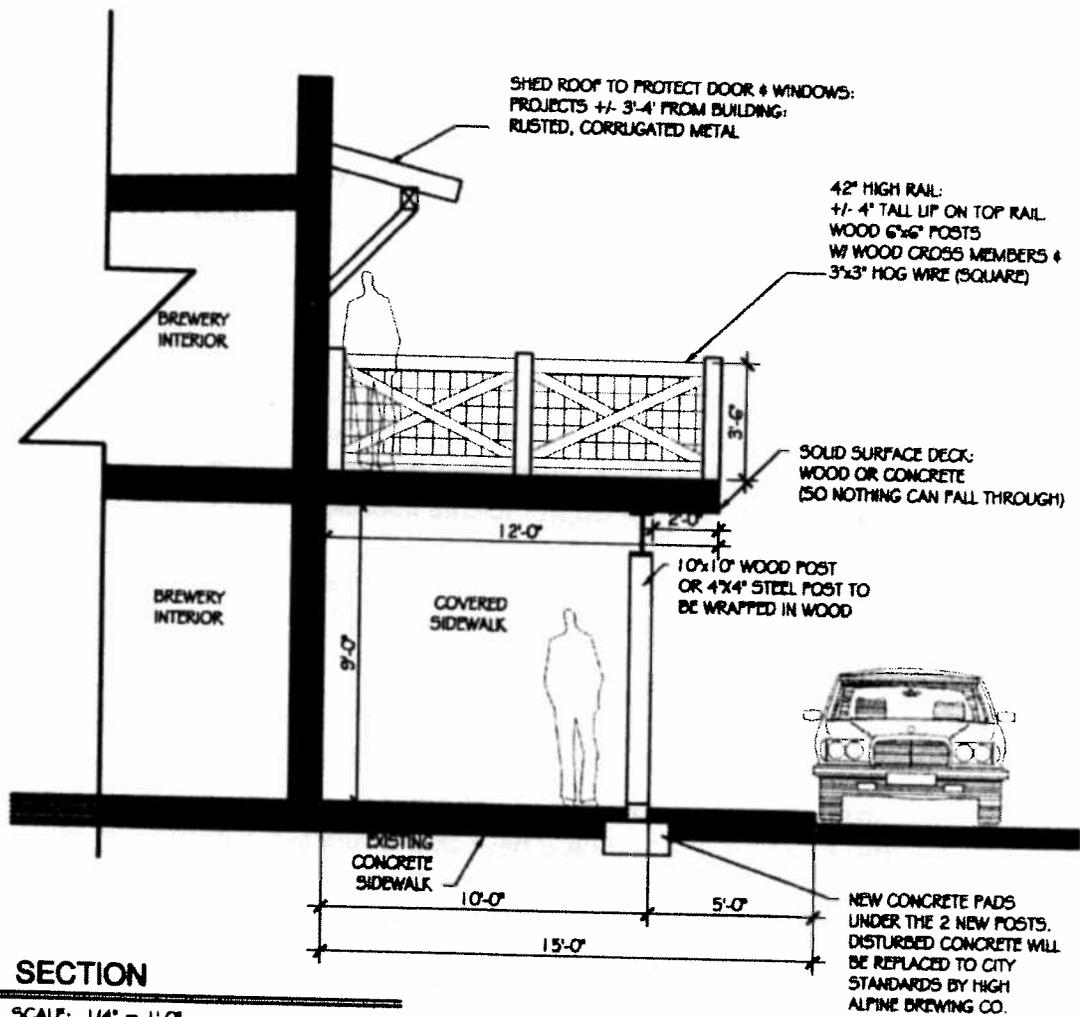
LICENSE AGREEMENT

THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("LICENSOR"), AND Head Pin Holdings, LLC dba High Alpine Brewing Company hereinafter referred to as Licensee ("LICENSEE").

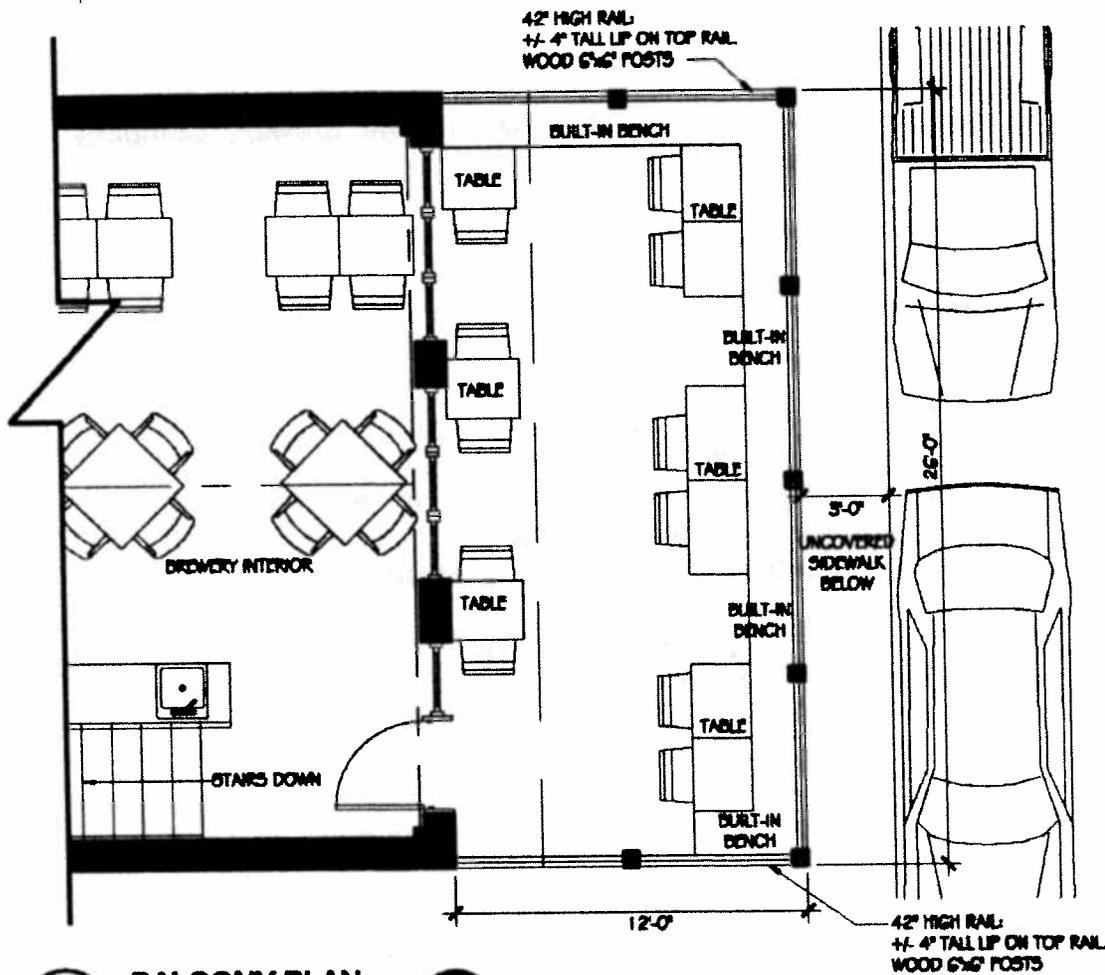
WITNESSETH, that, for and in consideration of LICENSEE'S promise to hold LICENSOR harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, LICENSOR and LICENSEE hereby agree as follows:

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:

Construct and maintain a deck structure above the first floor which extends into the ROW a total of 12 feet from the existing building face and is 26 feet wide and 9 feet above the sidewalk; the second floor of the south building detail will also have a shed roof cover extending up to 4 feet from the building face into the Main Street ROW.



1 SECTION
SCALE: 1/4" = 1'-0"



Jennifer M. Barvitski,
Architect, LLC
architecture + planning
90 West 23
Boulder, CO 81230
phone (970) 441-4287

HIGH ALPINE BREWING CO
111 NORTH MAIN
GLENWOOD, COLORADO
BALCONY PLAN

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1 BALCONY PLAN
NOT TO SCALE

NOTES
1. TABLE & CHAIR LAYOUT IS APPROXIMATE.

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 be 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.

EXHIBIT "A"

To that certain License Agreement

Between

The City of Gunnison, Colorado, LICENSOR,

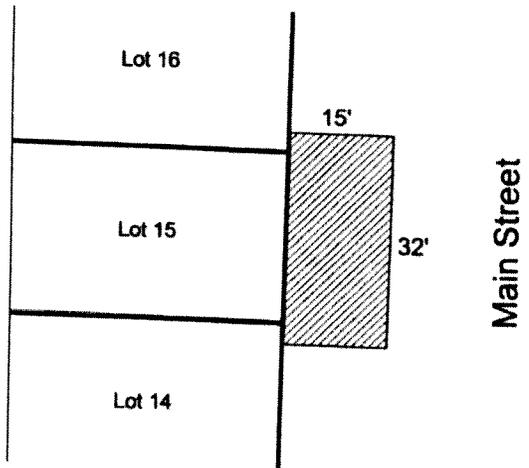
And

High Alpine Brewing Company, 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 14-16, Block 21, Original Gunnison, beginning at a point 3 feet south of the southeast corner of lot 15, along said east line, thence east 15 feet, thence north 32 feet, thence west 15 feet, thence south 32 feet along said east line to the point of beginning.



SUBJECT TO:

1. Construction of this deck and shed roof 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 as presented in this document (balcony layout) with bench seating and 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: 4/16/2015

Initialed by LICENSEE: _____

Date: _____

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

Name of Applicant: Gunnison Farmers Market Sponsoring Agency (If Different than Applicant): same

Phone Number: 970.209.3122 Address: PO Box 1472 Gunnison, CO 81230

E-Mail Address: manager@gunnisonfarmersmarket.com Cell Number: 970.209.3122

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 1/2 block east + beyond the alley - A weekly Farmers Market at which foods, arts + crafts produced in CO are sold.
Date of Event: 6/20/15 - 10/3/15 # of People: 30-40 vendors Event Hours (including set up/take down): From: 6 AM/PM to 3 AM/PM

Saturdays only

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 1/2 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 an example of a notification form.

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

- ✓ ^{Yes} Liquor/ Beer Sale and/or Consumption? If yes, please contact the City Clerk 641-8140
- ✓ ^{Yes} 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 - TOOF 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
- 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 nut 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 duration of the market
- 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.gbcalendar.com)?

Season.
Members of
the Farmers Market board
set-up + take these down

For Internal Use Only

Approved:

City Clerk: AM

Additional Comments: will schedule for Council presentation

Finance: PC

Additional Comments: _____

Community Development: (Su)

Additional Comments: _____

Fire Marshall: DUS

Additional Comments: _____

Park and Recreation: DA

Additional Comments: _____

Police: VR

Additional Comments: _____

Public Works: TX

Additional Comments: _____

City Manager: KPC

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: AM
Additional Comments: will schedule for Council presentation

Finance: BC
Additional Comments: _____

Community Development: SM
Additional Comments: _____

Fire Marshall: DUS
Additional Comments: _____

Park and Recreation: DA
Additional Comments: _____

Police: IR
Additional Comments: _____

Public Works: TX
Additional Comments: _____

City Manager: KPC
Additional Comments: _____

APRIL 14, 2015

**CITY OF GUNNISON COUNCIL
REGULAR SESSION MEETING MINUTES**

7:00 P.M.

The City Council Regular Session meeting was called to order at 7:00P.M., by Mayor Drexel with Councilors Riggs, Ferguson, and Steinbeck present along with City Attorney Fogo, City Manager Coleman, Acting City Manager Bradford, City Clerk Davidson, Finance Director Cowan, Parks & Recreation Director Ampietro, Community Development Director Westbay, WSCU Liaison Ballesteros, a couple citizens and the press. Councilor Hagan was absent. A Council quorum was present.

APRIL 14, 2015

PUBLIC HEARING

7:00 P.M.

Receive Public Input on the merits of Text Amendment application, ZA-1-a5, proposing an amendment to Section 12.3 Overview of Subdivision Procedure and to correct typographical errors within the City of Gunnison *Land Development Code*.

Mayor Drexel opened the public hearing at 7:02 P.M., and stated it is Tuesday, April 14, 2015, in the City Council Chambers of City Hall, 201 W. Virginia Avenue in Gunnison Colorado. Present at the public hearing are myself, Mayor Bob Drexel, City Councilors Carolyn Riggs, Stu Ferguson, and Anne Steinbeck, City Attorney Kathleen Fogo, City Manager Ken Coleman, City Clerk Gail Davidson, Community Development Director Steve Westbay, and several City Staff members. The purpose of this public hearing is to receive input on the merits of a Text Amendment application, ZA-15-1 proposing an amendment to Section 12.3 Overview of Subdivision Procedure and to correct typographical errors within the City of Gunnison *Land Development Code*.

Mayor Drexel called for proof of publication. City Clerk Davidson responded the affidavit of publication is in the official file and a copy of the notice is included in Council's packets.

Mayor Drexel then called for City Staff & Applicant Comments, and Recommendation. Community Development Director Westbay provided staff comments as the applicant. Director Westbay informed Council the amendment to the *Land Development Code* (LDC) amends five areas. There is a reclassification of a major subdivision to a minor subdivision for the purpose of a demonstrated community benefit. Review standards are proposed that must be met for approval of a subdivision reclassification. The text amendment allows a bed and breakfast to be located in the Commercial District zone. Amendments to Table 4-7 are made regarding off-street parking requirements for hostels, and minor corrections to the sign code Tables 4-12 and 4-14 were made regarding signs in non-residential zone districts and in single-family and duplex zone districts. There is also a clarification in Section 9 regarding the waivers process for the Planning and Zoning Commission. All LDC text amendment requests must comply and be compatible with criteria addressed in the City's Master Plan and preserve the health, safety and orderly development of the community. After holding a public hearing on the text amendment on March 18, 2015, both the Planning & Zoning Commission and City Staff recommend approval of the text amendment.

Mayor Drexel asked if anyone present wished to give public comment on the issue to please come forward, sign the speaker's sheet, and state their name for the record. No one came forward. Mayor Drexel then asked if any letters, emails or other comments had been received regarding the Text Amendment. City Clerk Davidson stated no other comments were received. Mayor Drexel then asked for any further comments from anyone. Hearing none, he closed the public hearing at 7:06 P.M.

Consideration of Minutes:

Regular Session Meeting Minutes of March 24, 2015.

Councilor Steinbeck moved and Councilor Riggs seconded the motion to approve the Regular Session meeting minutes of March 24, 2015, as submitted.

Roll call vote, yes: Riggs, Ferguson, Steinbeck. Motion carried.

Roll call vote, no: None.

Roll call vote, abstain: Drexel. He was absent from the meeting.

Pre-Scheduled Citizens:

GHS Student Leadership Council Request to Paint Horseshoes on 11th Street – GHS SLC Students. The High School students were not present at this time. (They arrived later in the meeting – see below.) City Manager Coleman informed Council the Gunnison High School (GHS) Student Leadership Council (SLC) students are proposing painting horseshoes on 11th Street from Highway 50 to the High School. SLC Advisor Gloria Waggoner informed him that the GHS administration supports the proposal. Discussion ensued regarding the need for a written agreement or license agreement between the City and GHS regarding continued maintenance.

Unfinished Business: None.

New Business:

Excuse Councilor Hagan from Meeting. Councilor Steinbeck moved and Councilor Riggs seconded the motion to excuse Councilor Hagan from this evening's meeting due to his absence on personal business.

Roll call vote, yes: Ferguson, Drexel, Steinbeck, Riggs. Motion carried.

Roll call vote, no: None.

Action on License Agreement Application from High Alpine Brewing Company to Construct a Deck Over City Sidewalk at 111 N. Main Street. This agreement was discussed at last week's Council Work Session meeting. City Manager Coleman explained the License Agreement is to place a deck over the City sidewalk, extending 12 feet out from the front of the building. The Agreement was reviewed by the City Attorney and her noted change has been made to the Agreement. CD Director Westbay informed Council construction of the deck and shed roof will be subject to the issuance of a building permit. Glassware or other breakable items will be prohibited on the deck. Use of the deck will not be allowed until the project is approved by the Building Official. The applicants informed Council that their staff will monitor the deck for any glass or breakable items, and signage will be used for control on the deck as well. They anticipate using stainless steel pints for their beer cups.

Councilor Ferguson moved and Councilor Riggs seconded the motion to approve the License Agreement with High Alpine Brewing Company to construct a deck over the City sidewalk at 111 N. Main Street and to authorize the Mayor to sign said Agreement.

Roll call vote, yes: Drexel, Steinbeck, Riggs, Ferguson. Motion carried.

Roll call vote, no: None.

Action on Approval of 2015 Street Improvements Contract with United Companies of Gunnison in an Amount Not to Exceed \$570,000. The 2015 Street Improvements projects were discussed at a prior Work Session meeting. Public Works Director Bradford reminded Council that \$100,000 of the total budgeted Street Improvements funds have been earmarked for the Complete Streets Highway Project.

Councilor Steinbeck moved and Councilor Riggs seconded the motion to award the 2015 Street Improvements Contract to United Companies of Gunnison in an amount not to exceed \$570,000 and to authorize the expenditure of \$100,000 of the Street Improvement Funds for the Complete Streets Highway Corridor Project.

Roll call vote, yes: Steinbeck, Riggs, Ferguson, Drexel. Motion carried.

Roll call vote, no: None.

Action on Senior Addition Construction Fee Waivers. This item was discussed at last week's Council Work Session meeting. City Manager Coleman reminded Council this waiver is for building department plan check and building permit fees only and not for tap fees.

Councilor Ferguson moved and Councilor Steinbeck seconded the motion to waive the City building permit and plan check fees for the Community Center Senior Addition Project.

Roll call vote, yes: Riggs, Ferguson, Drexel, Steinbeck. Motion carried.

Roll call vote, no: None.

Action on Approval of VISA Purchase Card Policy/Procedures Manual. This item was discussed at last week's Work Session meeting.

Councilor Steinbeck moved and Councilor Ferguson seconded the motion to approve the VISA Purchase Card Policy and Procedures Manual as presented.

Roll call vote, yes: Ferguson, Drexel, Steinbeck, Riggs. Motion carried.

Roll call vote, no: None.

Action on Bond Arbitrage Compliance Study Funding. This item was discussed at last week's Council Work Session meeting.

Councilor Riggs moved and Councilor Ferguson seconded the motion to approve the funding for the Bond Arbitrage Compliance Study

Roll call vote, yes: Drexel, Steinbeck, Riggs, Ferguson. Motion carried.

Roll call vote, no: None.

Action on MEAN Members Committee Appointments. This item was discussed at last week's Council Work Session meeting.

Councilor Riggs moved and Councilor Steinbeck seconded the motion to appoint Ken "Tex" Bradford as the representative and Will Dowis as the alternate to the MEAM Members Committee.

Roll call vote, yes: Steinbeck, Riggs, Ferguson, Drexel. Motion carried.

Roll call vote, no: None.

Representatives from Gunnison High School arrived at the meeting and came forward to address Council regarding the street painting project. Gunnison High School SLC member Drew Hanks passed out a page depicting the horse shoes proposed to be painted on 11th Street from Tomichi Avenue north to Ohio Avenue, and then west on Ohio Avenue to the front door of the High School. He stated several other high schools have done projects like this in their towns. Drew stated the project will bring student school pride and will bring the school and community together. The SLC will pay for the materials and they are not asking for any City funds. The students hope to paint the horse shoes during their annual SpringFest event every spring. Discussion ensued.

Councilor Riggs moved and Councilor Ferguson seconded the motion to approve the Gunnison High School SLC horse shoe project contingent upon the receipt of an agreement letter from the High School Administration agreeing to do the long-term maintenance of the project. Principal Andy Hanks was present and stated the administration agrees with the project and will get the letter to Council.

Roll call vote, yes: Riggs, Ferguson, Drexel, Steinbeck. Motion carried.

Roll call vote, no: None.

Ordinance and Resolutions:

Ordinance No. 1, Series 2015; Amending Section 5.40.050 of the Gunnison Municipal Code Regarding Restraint and Control of Dangerous and Vicious Animals, 2nd Reading. Councilor Steinbeck introduced Ordinance No. 1, Series 2015, and it was read by title only by the City Attorney.

Councilor Steinbeck moved and Councilor Riggs seconded the motion that Ordinance No.1, Series 2015, **AN ORDINANCE AMENDING TITLE 5. GENERAL OFFENSES, CHAPTER 5.40 ANIMALS, SECTION 5.40.050, ANIMAL CONTROL AND RESTRAINT OF THE GUNNISON MUNICIPAL CODE RELATING TO DANGEROUS DOGS AND VICIOUS ANIMALS**, be introduced, read, passed and adopted on second and final reading this 14th day of April, 2015.

Roll call vote, yes: Ferguson, Drexel, Steinbeck, Riggs. Motion carried.

Roll call vote, no: None.

Ordinance No. 2, Series 2015; Re: Amending Section 5.10.080 Regarding Disorderly Conduct and 5.10.210 Regarding Theft of Rental Property, of the Gunnison Municipal Code, 2nd Reading. Councilor Riggs introduced Ordinance No. 2, Series 2015, and it was read by title only by the Mayor.

Councilor Riggs moved and Councilor Steinbeck seconded the motion that Ordinance No. 2, Series 2015, **AN ORDINANCE REPEALING TITLE 5 CHAPTER 5.10 GENERAL OFFENSES, SECTION 5.10.080 DISORDERLY CONDUCT, C., and SECTION 5.10.200, THEFT OF RENTAL PROPERTY, OF THE GUNNISON MUNICIPAL CODE**, be introduced, read, passed and adopted on second and final reading this 14th day of April, 2015.

Roll call vote, yes: Drexel, Steinbeck, Riggs, Ferguson. Motion carried.

Roll call vote, no: None.

Ordinance No. 3, Series 2015; Re: Amending Section 12.3 Overview of Subdivision Procedure and to correct typographical errors with the City of Gunnison Land Development Code, 1st Reading. Councilor Steinbeck introduced Ordinance No 3. Series 2015, and she read it by title only.

Councilor Steinbeck moved and Councilor Riggs seconded the motion that Ordinance No. 3, Series 2015, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON TO AMEND SECTION 12, SUBDIVISION STANDARDS, REGARDING A SUBDIVISION RECLASSIFICATION FROM A MAJOR TO A MINOR SUBDIVISION AND MINOR AMENDMENTS WITHIN THE CITY OF GUNNISON LAND DEVELOPMENT CODE**, be introduced, read, passed and ordered published on first reading this 14th day of April, 2015.

Roll call vote, yes: Steinbeck, Riggs, Ferguson, Drexel. Motion carried.

Roll call vote, no: None.

City Attorney Kathleen Fogo: had no report.

City Manager: Ken Coleman reported on the following: July 30th has been set for the annual CityFest event; development of the marijuana code ordinance is on track and continuing; and he is impressed by all of the activity downtown. There is a tremendous amount of entrepreneurial efforts taking place.

Acting City Manager: Public Works Director Tex Bradford reported: the tree dump is open for the season and Cara Jean has returned to oversee that operation; the ditches headgate will be turned on May 4th, and it takes about a week for water to flow into all of the ditches; Arbor Day will take place on May 11th; and bids for this year's slurry seal and crack sealing projects will be opened next Monday.

Parks & Recreation Director: Dan Ampietro reported the bids for the construction of the Community Center Senior Addition will be opened tomorrow afternoon.

City Clerk: Gail Davidson informed Council that the ballots are at the printers and should be mailed out next Wednesday. The dates of the various upcoming marijuana code meetings are listed on the City website and can be accessed through the link on the front page.

WSCU Liaison: Stefano Ballesteros reported everyone is getting ready for graduation.

Non-Scheduled Citizens: None.

City Council Discussion, Meeting Reports, Items for Work Session:

Councilor Riggs: reported the Community Cleanup and Garden Festival will take place this Saturday starting at 9am at the Fred Field Center and the next One Valley Prosperity Project community conversations meeting will be at 5:30pm on April 20th in the WSCU Ballroom. She encourages everyone to attend and give their input.

Mayor Pro Tem Ferguson: also extended the invitation to everyone to the One Valley Prosperity event at WSCU on April 20th.

Councilor Steinbeck: stated it is tremendous that the entire valley is coming together as one to improve the Gunnison Valley. She then reported she was very impressed with the City water crew who came out to her house and changed out the water meter. They were very efficient and professional. The Gunnison Business Women are hosting their 25th year of Celebration of Women. City Clerk Gail Davidson and Gunnison Times reporter Chris Rourke, who are both present, are being recognized this year. It will be a festive occasion at the Palisades Restaurant on Wednesday, April 22nd to recognize the 2015 award winners. Councilor Riggs is a past winner of a GBW award and will be present at the event as well.

Mayor Drexel: reported he attended the Fire Department Open House, and took a look at the new fire truck. The truck has already been out on fire calls four times. It was a nice event. The Fire Department reported the bids for the new truck chassis will be open in May.

Executive Session: Pursuant to C.R.S. : Pursuant to C.R.S. §24-6-402(4)(e) to Determine Positions relative to matters that may be subject of negotiations; developing strategies for negotiations; and instructing negotiators. No Council Action Will Take Place During An Executive Session.

Councilor Steinbeck moved and Councilor Ferguson seconded the motion to go into Executive Session, the purpose of which is pursuant to C.R.S. §24-6-402(4)(e); For the purpose of discussing positions relative to matters that may be subject of negotiations; developing strategies for negotiations; and instructing negotiators. The Executive Session is not open to the public and action may not be taken.

Roll call vote, yes: Riggs, Ferguson, Drexel, Steinbeck. Motion carried.

Roll call vote, no: None.

Council went into Executive Session at 7:47 P.M.

Council returned to Regular Session at 8:17 P.M.

Councilor Steinbeck moved and Councilor Ferguson seconded the motion to return to the Regular Session meeting.

Roll call vote, yes: Ferguson, Drexel, Steinbeck, Riggs. Motion carried.

Roll call vote, no: None.

Councilor Steinbeck moved and Councilor Riggs seconded the motion directing the City Manager to pursue negotiations regarding property acquisition.

Roll call vote, yes: Drexel, Steinbeck, Riggs, Ferguson. Motion carried.

Roll call vote, no: None.

Adjournment: Mayor Drexel called for any further discussion, and hearing none, adjourned the meeting at 8:20 P.M.

Mayor

City Clerk



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.

Action Requested: 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 ~~7th~~^{5th} 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.

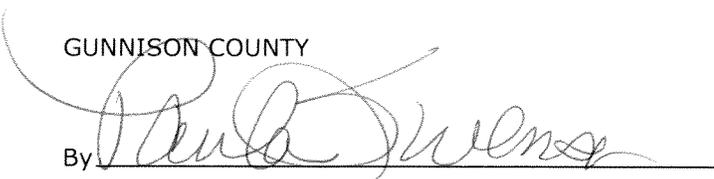
CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

Gail A. Davidson
City Clerk

By _____
Robert E. Drexel
Mayor

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.



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

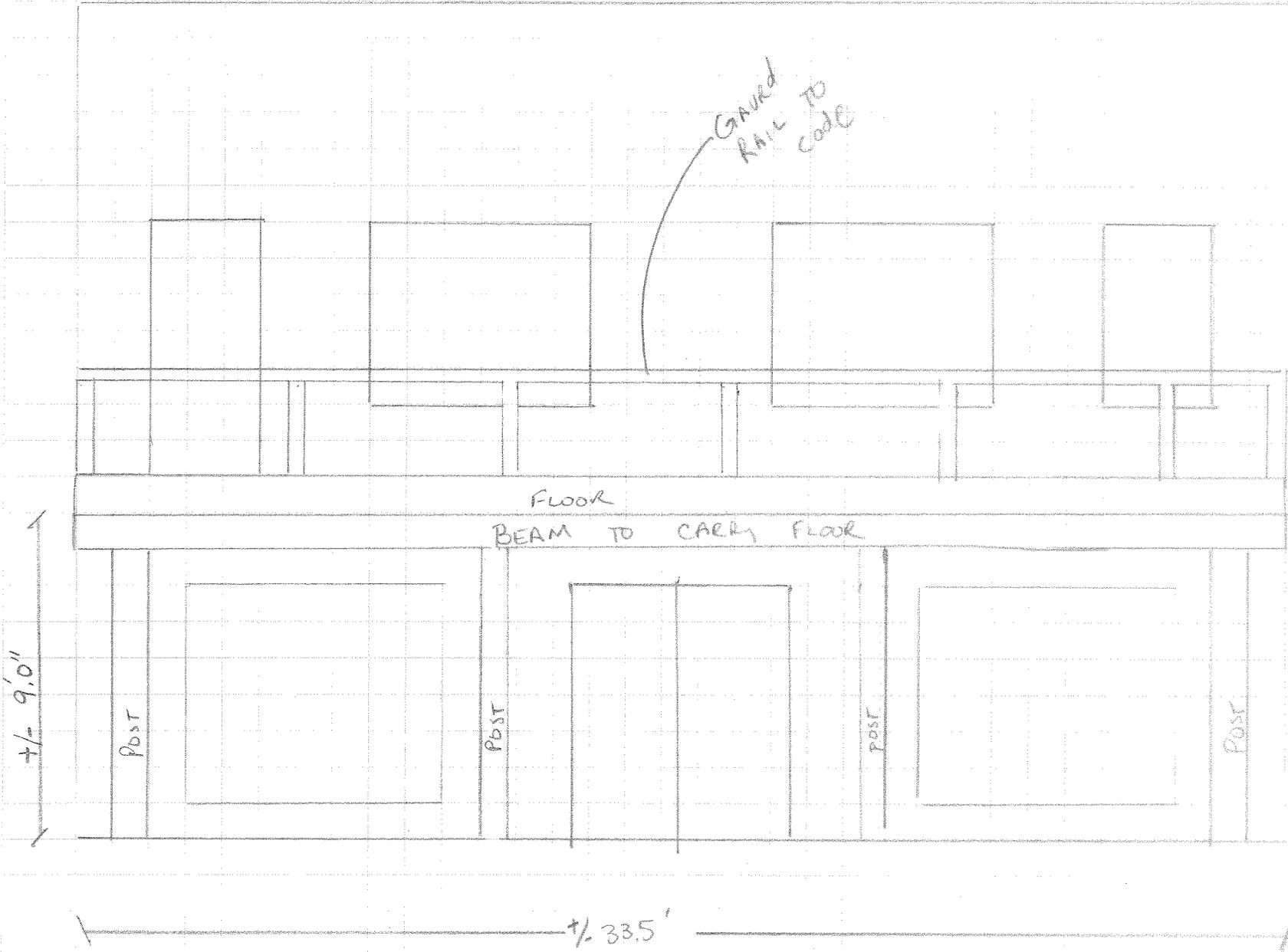
Frank & Sarah Cutrona

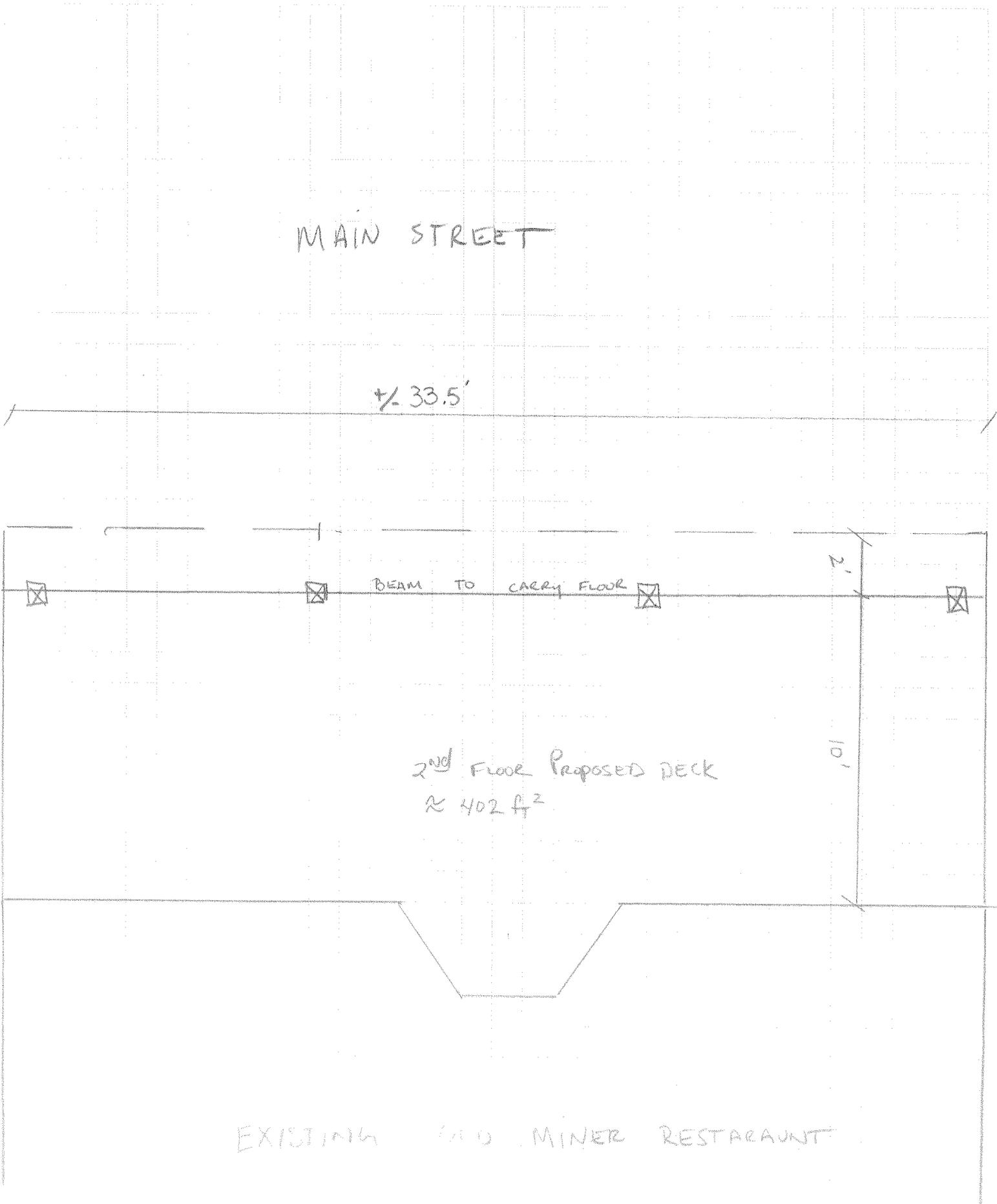
PROJECT: _____

JOB NO: _____

DATE: _____

OLD MINER RESTAURANT





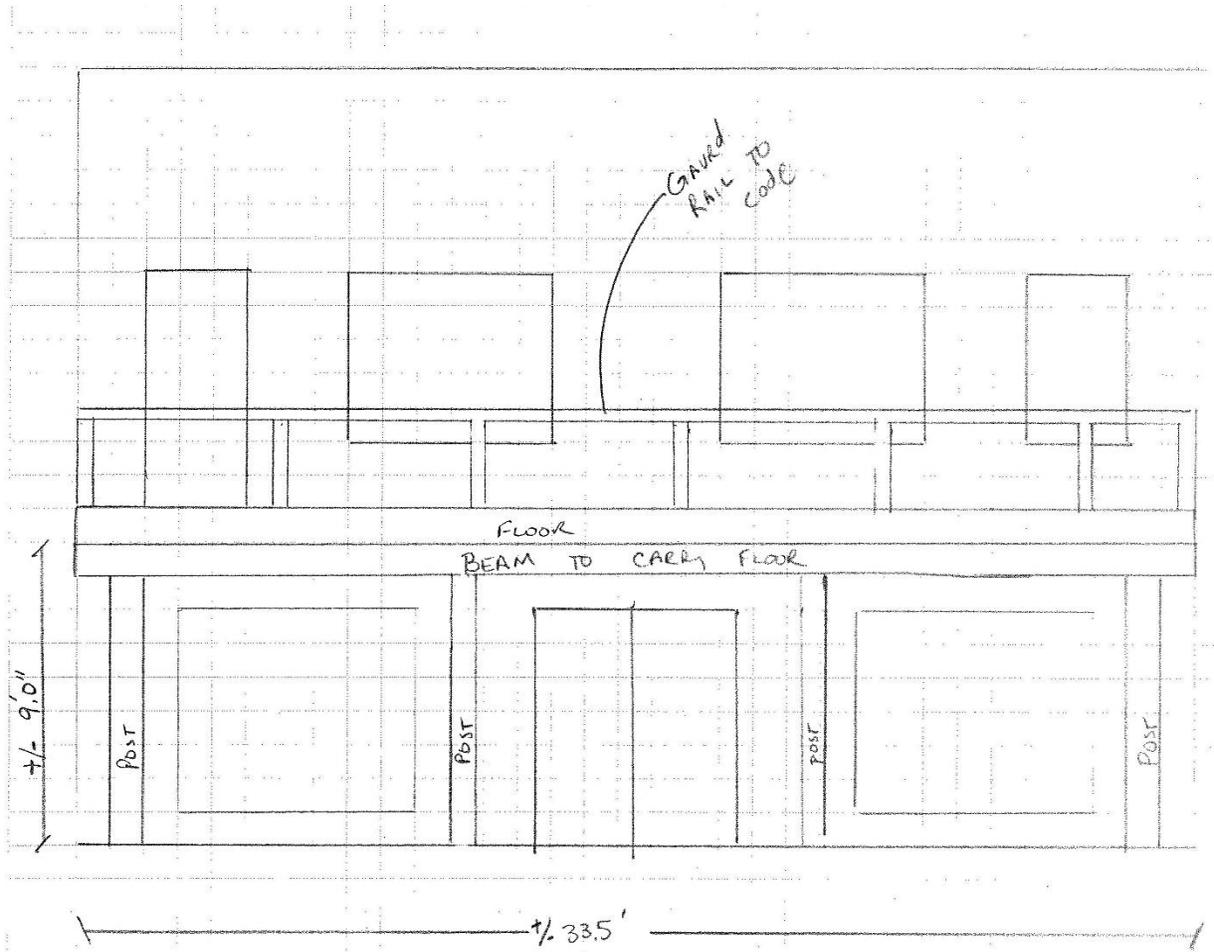
LICENSE AGREEMENT

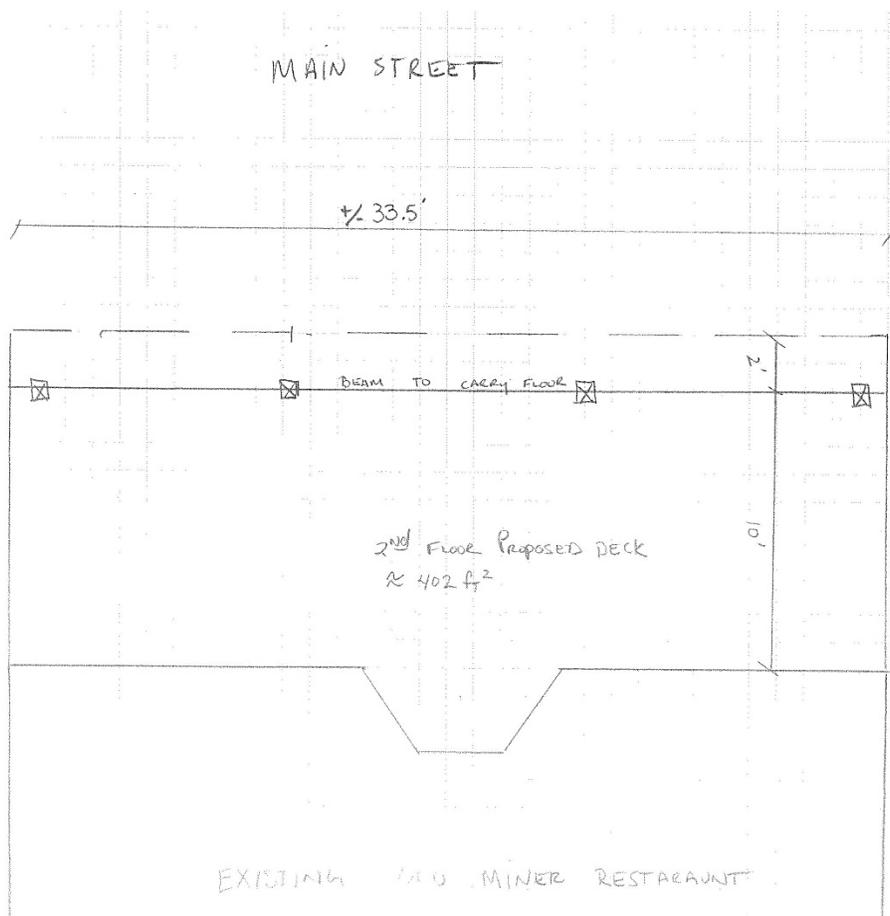
THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor (“**LICENSOR**”), AND Ol’ Miner Steakhouse hereinafter referred to as Licensee (“**LICENSEE**”).

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 *construct 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 be 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

Robert Drexel, Mayor

DATE: _____

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

Frank Cutrona, Ol' Miner Steakhouse

DATE: _____

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,

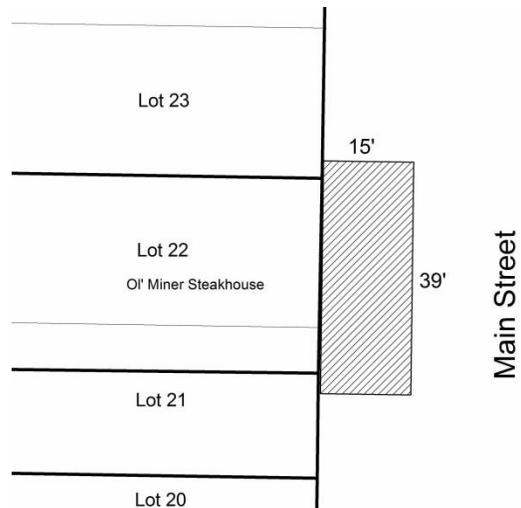
And

O' 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.

Action Requested: 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.

<p style="text-align: center;">CLIENT AGENCY</p> <p>Name of Agency: City of Gunnison</p> <p>By: _____ Title: Mayor</p> <p>Signature: _____</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John Hickenlooper, GOVERNOR Department of Personnel & Administration</p> <p style="text-align: center;">Kara Veitch, Interim Executive Director</p> <p>By: _____ Department of Personnel & Administration Kara Veitch</p> <p>Date: _____</p>
<p style="text-align: center;">Approved as to Form:</p> <p>By: _____</p> <p>_____</p> <p style="text-align: center;">Printed Name</p>	

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.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____</p> <p><input type="checkbox"/> Brent Voge or <input type="checkbox"/> Clark Bolser or <input type="checkbox"/> Tanya Olsen</p> <p>Date: _____</p>
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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 assignment 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 transference. 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.

- (5) Within the City Limits where liquor is proposed to be sold, there are the following existing other outlets:
- 4 - Beer and Wine Licenses
 - 12 - Hotel/Restaurant Licenses
 - 5 - Retail Liquor Store Licenses
 - 1 - Arts License
 - 0 - Brew Pub License
 - 8 - Tavern Licenses
 - 1 - Club Licenses
 - 6 - 3.2% Beer Licenses
- (6) According to the information required by the State of Colorado Liquor Division and after testimony of the applicants at the public hearing, the applicants are of good moral character and possess the qualifications necessary to conduct the type of business proposed.
- (7) All fees necessary for the application have been paid.

Dated this 29th day of April, 2015.

LIQUOR LICENSING AUTHORITY
CITY OF GUNNISON

Gail A. Davidson, City Clerk
City of Gunnison
201 W. Virginia Avenue
Gunnison, CO 81230

CERTIFICATE OF DELIVERY

I hereby certify that I have mailed via USPS the foregoing "**FINDINGS & DECISION**" on April 29, 2015, to the following address:

High Alpine Crewing Company
111 N. Main Street
Gunnison, CO 81230

Gail A. Davidson, City Clerk

MOTION

I move that the Brew Pub Liquor License for High Alpine Brewing Company LLC dba High Alpine Brewing Company, 111 N. Main St., Gunnison, CO 81230, be approved for the following reasons:

1. There has not been a denial of an application at the same location, or a location within 500 feet thereof, by either the state or local licensing authority within the two years preceding the date of the application on the grounds that the reasonable requirements of the neighborhood were satisfied by existing outlets.

2. It appears from the evidence submitted with the application that the applicant is entitled to possession of the premises where the license is proposed to be exercised.

3. Selling malt, vinous and spirituous liquor by the drink for On-Premises consumption and selling on-premises brewed malt liquor in sealed containers for off-premises consumption in the manner proposed in the application is not in violation of the zoning, fire, and other applicable codes of the City of Gunnison or the laws of the State of Colorado.

4. The building where the application proposes to sell malt, vinous and spirituous liquor for on-premises consumption, does not appear to be within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary.

5. Within the City limits of the City of Gunnison, where liquor is proposed to be sold, there are the following existing other outlets:

- 4 - Beer and Wine Licenses
- 12 - Hotel/Restaurant Licenses
- 5 - Retail Liquor Store Licenses
- 1 - Arts License
- 0 - Brew Pub License
- 8 - Tavern Licenses
- 1 - Club Type Licenses
- 6 - 3.2% Beer Type License

6. All fees necessary for the application have been paid.

7. According to the information obtained through testimony by the applicants before the Local Licensing Authority, the applicant is of good moral character and possesses the qualifications necessary to conduct the type of business proposed.



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: Ken Coleman
Date: April 24, 2015
Re: Senior Addition Operations

As we initiate the construction of the new Senior Addition, there has been ongoing discussions with the private non-profit organizations (Boomers and Beyond and Young at Heart) concerning building configuration and operational decisions. Seniors have requested concessions in several areas of facility utilization that warrant further consideration.

Our City team has identified the three main areas of concern to include ease of access to the Community Center, scheduling of the new Senior Addition, and costs associated with the use of the facility. To address these requests in an equitable manner our Staff has crafted a Memorandum of Understanding that provides accommodations to these concerns.

ACCESS

The request from our senior groups is to have a closer point of entry to the Community Center to allow more direct access to the Senior Addition. The idea of a larger vestibule that provides access to multiple areas may address the many concerns from various users, yet the building committee agreed to keep the southeast doorway unimpeded to provide direct daylighting to the existing interior meeting rooms. There are common needs with both senior groups and other users of the entire facility. The alternative addition to the construction contract contemplates a card swipe handicap activated access to the southern doorway to the main hallway. Staff believes this is the most logical way to address the overall need to allow a controlled entry in this portion of the Community Center.

SCHEDULING

Since planning began on the new Senior Addition our staff has stated that the primary use of this new space is for senior activities. That position has never changed. The discussions involving scheduling have not been addressed with input from seniors. To forward this point, the recommendation is to reserve the space for senior use Monday through Friday during the hours of 6:00am through 4:00pm. Senior activities needing this area outside of these hours can be scheduled with Community Center staff. Senior programming has priority for use of this area and when no activity is scheduled, the City staff can schedule non-senior use. Prior notification of the times where other uses are scheduled will be provided to Young at Heart and Boomers and Beyond contacts.

COSTS

The Boomers and Beyond have requested special provisions for a senior fee structure related to the new Senior Addition. The recommendations to address this area of concern include several allowances for reduced fees.

- The first is already in effect with a deep discount on senior membership rates. The rate schedule is attached demonstrates the deep discounts provided to 70+ and active adult members (age 62–69). There is also a 6 month and 3 month membership currently built into these rates. These options are a premium value due to the support of the annual \$250,000 Recreation Tax dollars provided to the Community Center to maintain the facility and keep rates affordable for all users.
- Included in the MOU with Young at Heart and Boomers and Beyond is the ability for all seniors to access the senior areas during the Young at Heart lunch program hours. In fact, the allowance of free entry is from 6:00am through 4:00pm Mondays, Wednesdays and Fridays. Those wishing to use the Senior Addition on Tuesdays, Thursdays, Saturdays and Sundays must pay the fee for use of the facility which does include full Community Center access.
- Community Center members receive a 5% discount on program fees. A program fee allows the person access to the time and space reserved for that specific program, not the entire facility.
- Our staff had been working on developing a senior scholarship program prior to the discussion with Boomers and Beyond. The conceptual thought is to find resources that will assist qualifying seniors to receive financial assistance to defray a portion of membership or program fees.

It is critical to move forward with the building project timeline and further delays could jeopardize the entire effort. Our contractor will receive the Notice to Proceed on Wednesday, April 29, 2015. There are critical dates that need to be met to get the work done within the terms of the contract. The current building design agreed to by all parties has been completed and we anticipate breaking ground within weeks.

With City staff taking the lead on this effort, we are achieving a very positive project of major benefit to all users. Our staff has worked diligently to work out the details that will have highly desirable results for the seniors. The Senior Addition will offer ease of access, an area that is designated for priority use by seniors and incredibly affordable rates. Considering where we were just a few years ago, we have made extraordinary strides to provide a positive result for our senior citizens that live within the City of Gunnison, as well as those residing in the unincorporated areas of the County. Our staff is proud to offer another great amenity to our community and those visiting our area from other parts of the world.

GUNNISON COMMUNITY AQUATICS CENTER FEES

New Fees Will Begin on 12/1/14

Annual Membership - 12 Months/365 Days

Adult	\$181.00
Youth	\$98.00
Active Adult	\$98.00
70+ Adult	\$77.00
*Couples	\$204.00
*Youth Pair	\$181.00
*Active Adult Couples	\$181.00
*70+ Adult Couples	\$132.00
*Family	\$220.00

Membership - 6 Month/183 Days

Adult	\$141.00
Youth	\$76.00
Active Adult	\$76.00
70+ Adult	\$60.00
*Couples	\$160.00
*Youth Pair	\$141.00
*Active Adult Couples	\$141.00
*70+ Adult Couples	\$103.00
*Family	\$172.00

Membership - 3 Month/91 Days

Adult	\$85.00
Youth	\$45.00
Active Adult	\$45.00
70+ Adult	\$36.00
*Couples	\$96.00
*Youth Pair	\$85.00
*Active Adult Couples	\$85.00
*70+ Adult Couples	\$62.00
*Family	\$103.00

Punch Card - 20 Punches

Adult	(18-61 years)	\$110.00
Youth	(5-17 years)	\$71.00
Active Adult	(62-69 years)	\$70.00
70+ Adult	(70 years & Up)	\$55.00

*Punch Cards are transferable and can be used for up to 2 years.

Daily Drop in Fees

Adult	(18-61 years)	\$7.00
Youth	(5-17 years)	\$5.00
Active Adult	(62-69 years)	\$5.00
70+ Adult	(70 years & Up)	\$4.00

Children 4 & Under are FREE with a PAID attendee

Punch Cards & Daily Drop in fees include use of the ENTIRE Facility—All day.

***FAMILY MEMBERSHIPS:**

Immediate family members living at the same address consisting of 1 or 2 adults and children under the age of 18. Unmarried children 18 or older and attending school full time are eligible up to the age of 23.

Up to four (4) family members - \$25.00 for each additional member over four.

***COUPLES & PAIR MEMBERSHIPS:**

Both members must be living at the same address and meet age requirements for each membership.

*Members of the facility receive 5% off Parks & Recreation programs

Fees cover use of the ENTIRE FACILITY including the pool ALL DAY!



Memorandum of Understanding Boomers and Beyond, Young at Heart and the City of Gunnison

This Memorandum of Understanding provides the basic structure of operation for the new Senior Addition to the Gunnison Community Center. In recognition of the strong support of the senior groups in cooperation with the City of Gunnison in promoting this added space, the priority on use of the area is for senior programming. 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.

- The City of Gunnison shall be the owner and operator of the Senior Addition to the Gunnison Community Center and is responsible for ongoing maintenance and repairs of the area.
- The primary purpose of the Senior Addition is for use by seniors. The senior groups are provided principal use of the addition from 6:00am to 4:00pm Monday through Friday each week.
- Senior groups have first priority in scheduling the Senior Addition for planned activities during all other operational hours of the Community Center.
- The City of Gunnison may utilize (or rent to others) the Senior Addition for non-Senior activities with advance notification to the Boomers and Beyond and Young at Heart presidents or their designees.
- Senior Programming may be scheduled in the Senior Addition during non-operating Community Center hours with the permission of the Parks and Recreation Director or his designee.
- All programming including special events will be developed and scheduled through the Recreation Supervisor or his designee.
- Access to the Senior Addition will be limited to the two controlled access entrances, the Main Entry and the South East Entry, during all Gunnison Community Center operating hours.
- Access/egress to the Senior Addition during non-operating hours of the Community Center will be permitted through the South East Entry of the addition with prior agreement of City staff.
- All seniors wishing to utilize the Senior Addition will be required to purchase a membership, punch card or day pass to use the facility. The exception is on Monday, Wednesday and Friday from 6:00 am until 4:00 pm during the senior meal program. This ongoing practice is available to all seniors for access to the senior areas and Community Center walking track.
- 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 will receive a 5% discount on program fees. A program fee allows the person access to the time and space reserved for that specific program, not the entire facility.

Young at Heart, President Date

Boomers and Beyond, President Date

City of Gunnison, Mayor Date

**RESOLUTION NO. 7
SERIES 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON,
COLORADO, TO CANCEL THE REGULAR SESSION MEETING DATE OF CITY
COUNCIL WHICH WAS ORIGINALLY SCHEDULED FOR MAY 12, 2015**

WHEREAS, it is provided by Section 5.1 of the Home Rule Charter of the City of Gunnison, Colorado, that the Council of said City shall provide for the time and place of its regular meetings; and

WHEREAS, the City Council is desirous of canceling one such meeting initially scheduled for the day of the Municipal Regular Election, May 12, 2015.

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

The Regular Session meeting of the City Council scheduled for May 12, 2015, be canceled.

INTRODUCED, READ, PASSED AND ADOPTED by the City Council of the City of Gunnison, Colorado, this 28th day of April, 2015.

Mayor

ATTEST:

(SEAL)

City Clerk

Memorandum



To: City Council
From: Ken Coleman
Date: April 23, 2015
Re: Property Acquisition

The reason for the recent executive session was to have a discussion with Council regarding the potential acquisition of land. It was preferable to be somewhat confidential in this case because knowledge of this intent may have influenced our ability to negotiate terms.

The property considered for purchase is the Diamond K (previously known as Lazy K Resort) parcel. The 15.93 acre property is currently a zoned PUD and has some improvements situated at various locations. There is one finished cabin and four unfinished cabins, an unfinished large commercial building (6,295 sq. ft.), a series of ponds, 300 feet of river frontage, and several large open spaces.

There are several reasons this property provides value to our community with City ownership. The initial discussion of potential benefits involves the pond system. Years ago, the city had a discharge of unknown contaminants released from the city shop site into this waterway. An extensive clean-up ensued and lengthy discussions with the EPA and CDPHE to resolve the matter. A voluminous report and modifications to our shop site was required. We pursued a stormwater detention easement in these ponds, yet the owner was not interested in that encumbrance to the property.

In the past, we have tried to obtain easements for the 3rd Street and 5th Street rights-of-ways, yet the requisite costs were significant and added costs of required to relocate buildings and infrastructure pieces made it cost prohibitive to pursue. These potential roadway alignments offer enhanced connectivity for the West Gunnison neighborhood.

The current Park & Recreation master plan has identified a lack of community park space in the southwest quadrant of town. The park-like setting of this property lends itself to this use. There are many segments within the parcel that offer diverse options for field, playground and trail use. River frontage is always a premium. Adding another public connection to the river has immeasurable value. Fishing, boating or trail access are possible.

The housing units offer another opportunity for consideration with workforce housing or potentially partnering with the Housing Authority or an organization such as Habitat. One unfinished cabin is situated within the possible alignment for 5th Street and may need to be relocated if we pursue this opportunity.

The large commercial building was being designed as a restaurant/bar, and I have not had an opportunity to inspect the structure and have no preconceived idea of that building's use. I am aware that the interior has been gutted and is unfinished. There are a myriad of options that need to be sorted out if this property is acquired.

The list price was \$1,495,000. This property has been on the market for some time, yet there was no certainty on how long this opportunity may be available. After staff was directed to negotiate the purchase price, we were able to agree on \$1,000,000.

The proposed financing for the purchase would be to use dollars from the Wastewater, Water, Park & Recreation (other recreation improvements), and General Funds. The justification for these allocations is the various benefits that are associated with this parcel.

<i>Fund</i>	<i>Current Cash Balance 2015</i>	<i>Reserve Policy</i>	<i>Payment Share</i>
Water	\$746,815	\$1,000,000	\$50,000
Wastewater	\$1,335,727	\$1,000,000	\$100,000
P&R Other Imp	\$783,866	0	\$450,000
General	\$3,275,639	\$2,866,000*	<u>\$450,000</u>
TOTAL			\$1,050,000

Staff was directed to negotiate terms to acquire the property. As discussed, this is an unanticipated request and will require a budget amendment. There will be closing costs and a survey of the property should be completed to confirm the property boundaries in relation to adjacent parcels.

Staff recommends Council approve the purchase of the property at 1415 W. Tomichi Avenue, Gunnison, Colorado at a cost of \$1,000,000 plus closing costs by resolution. Staff also requests approval to expend additional funds to complete an official survey of the parcel. A closing has been set for May 20, 2015 and will be completed if staff is authorized to execute the contract for purchase. I request this land be named by the City as 'Lazy K'.

**The amount calculated which reflects 40% of the 2015 General Fund operation expense.*

**RESOLUTION NO. 8
SERIES 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON,
COLORADO, AUTHORIZING THE PURCHASE OF REAL PROPERTY FOR THE
USE OF THE CITY OF GUNNISON**

WHEREAS, the City of Gunnison is currently under contract to purchase from MCB Resources, LLC, a 15.93 acre parcel of real property described as:

15.93 acres in Blocks 115-118 and a Tract West of Block 118, WEST GUNNISON (AKA Section 2, 49N1W) including streets and alleys as recorded at Reception No. 602864, located within the City of Gunnison, County of Gunnison, State of Colorado

Known by Street address as 1415 W. Tomichi Avenue, Gunnison, CO 81230; and

WHEREAS, the City of Gunnison has committed to paying the purchase price of 1 Million and 00/100 Dollars (\$1,000,000.00), and one-half of the Closing Services Fee charged by the title company; and

WHEREAS, the Commitment for Title Insurance to be issued to the City by Gunnison County Abstract Company in connection with the above, will contain a requirement that the City pass a Resolution authorizing the purchase of the subject property and indicating the name of the officer of the City authorized to sign documents and execute instruments affecting title to the subject property.

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

- Section 1. The City of Gunnison is authorized to purchase the subject property from the Seller, MCB Resources, LLC.
- Section 2. The City Council hereby authorizes Kenneth R. Coleman, City Manager, to sign all documents necessary to complete the purchase of the aforementioned property, and to execute instruments affecting title to the property.
- Section 3. The City of Gunnison hereby authorizes the expenditure of funds necessary to meet the terms and obligations of purchasing said property, and paying closing costs as set forth above.

INTRODUCED, READ, PASSED AND ADOPTED by the City Council of the City of Gunnison, Colorado, this 28th day of April, 2015.

(SEAL)

Robert E. Drexel, Mayor

Gail A. Davidson, City Clerk

**ORDINANCE NO. 3
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON TO AMEND SECTION 12, SUBDIVISION STANDARDS, REGARDING A SUBDIVISION RECLASSIFICATION FROM A MAJOR TO A MINOR SUBDIVISION AND MINOR AMENDMENTS WITHIN THE CITY OF GUNNISON LAND DEVELOPMENT CODE.

WHEREAS, the Community Development Director of the City of Gunnison has filed an application with the City of Gunnison, Colorado, seeking approval of a text amendment to the *Land Development Code*; and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison, Colorado, held a public hearing on said application pursuant to notice published in accordance with the *Land Development Code* of the City of Gunnison, Colorado, on March 18, 2015; and

WHEREAS, Section 10.5 of the *City of Gunnison Land Development Code* states that approval of a text amendment to the *Land Development Code* may only occur if the application meets all the Review Standards for Text Amendment; and

WHEREAS, on March 18, 2015 the Planning and Zoning Commission of the City of Gunnison recommended approval of the Text Amendment application to the City Council based on findings of fact established through the proceedings of record; and

WHEREAS, the City Council of the City of Gunnison, Colorado, held a public hearing on the Text Amendment application to the *Land Development Code* on April 14, 2015;

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

Section 1. Based upon the application seeking a Text Amendment to the *Land Development Code* and the *Municipal Code*, hereinafter described, the evidence presented to the City Council during the public hearing on the application seeking a Text Amendment, and further, based on the recommendation of the Planning and Zoning Commission of the City of Gunnison, Colorado, the City Council hereby finds as follows:

- A. That this Text Amendment application complies with the review standards for Text Amendments (*LDC*, Section 10.5).
- B. That the amendment establishes a means to reclassify a major subdivision to a minor subdivision for the purpose of a demonstrated community benefit.
- C. That proposed amendments enhance staff direction or correct errors within the *LDC*.
- D. That based on the findings above, the Text Amendment protects the community's health, safety and welfare.

Section 2. That based on the foregoing findings of the City Council of the City of Gunnison, Colorado, the City Council hereby determines that the Text Amendment to the *Land Development Code*, herein described is in the best interests of the City of Gunnison, Colorado, and its citizens.

Section 3. Section 12, Subdivision Standards, subsection 12.3.B, Subdivision Reclassification, of the *City of Gunnison Land Development Code*, is hereby added to read as follows:

B. Subdivision Reclassification. Major Subdivisions may, at the discretion of the Community Development Director, be reclassified as a Minor Subdivision, prior to the application submittal.

1. **Purpose.** A subdivision reclassification is intended to afford a means for a defined Major Subdivision to be reclassified to a Minor Subdivision, if the proposal provides a demonstrated community benefit that may include, but not be limited to, preservation of public open space, development of affordable housing, trail development or to facilitate the purpose of an organization providing a valuable community benefit.
2. **Process.** Prior to the submittal of a formal subdivision application, the applicant may submit a formal written document to the Director requesting the reclassification of a Major Subdivision to a Minor Subdivision. The written request shall explain how the specific characteristics of said subdivision comply with the Reclassification Review Standards. The Director will provide a written notification of the decision to the applicant and the Commission. The Commission is authorized to deny the Directors decision.
3. **Reclassification Review Standards.** An application for a Subdivision Reclassification shall comply with the following standards:
 - a. **Community Benefit.** The proposed subdivision will provide a derived community benefit as described in the Purposes of this subsection.
 - b. **Utility Services.** Public utility services (water, wastewater, electrical, gas, stormwater) are easily available to the land tract proposed for subdivision and only private service extensions are anticipated.
 - c. **Dedications.** The land tract is serviced by existing city streets and easements (trails, utilities) and/or the dedication of public streets and easements can be addressed through the Minor Subdivision Review process.
 - d. **Non-Motorized Facilities.** The extension of non-motorized transportation facilities can be addressed though the Minor Subdivision process.
 - e. **Consistency with the Master Plan.** The intended uses shall be consistent with the *City of Gunnison Master Plan*.
4. **Subdivision Requirements.** A reclassification approval shall not be construed as a waiver from any of the established requirements for subdivision established by the *Land Development Code*.

Section 4. Section 12, Subdivision Standards, Planned Unit Development Subdivision (PUD), of the *City of Gunnison Land Development Code*, is hereby amended to read as subsection 12.3.C.

Section 5. Section 2, Zoning Districts, Table 2-3 Principal Use Table, Bed and Breakfasts, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

TABLE 2-3 PRINCIPAL USE TABLE											
Specific Uses		RESIDENTIAL ZONING DISTRICTS					NON-RESIDENTIAL ZONING DISTRICTS				Use Standards
		R-1	R-1M	R-2	RMU	R-3	B-1	CBD	C	I	
Accommodations	Bed and breakfasts				C	C	C	C	P		§3.7 A.1.
	Hostels				C	C	C	C	P		§3.7 A.2.
	Hotels and motels							C	P		§3.7 A.3.
	RV Parks					C			C	C	§3.7.A.4.

Section 5. Section 4, General Development Standards, Table 4-7 Off-Street Parking Requirements, Hostels, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

TABLE 4-7 OFF-STREET PARKING REQUIREMENTS			
USE CLASSIFICATION	SPECIFIC USE	MINIMUM NUMBER OF SPACES REQUIRED	
Residential Use Categories (§3.2)			
Household Living	Single-Family Dwellings, Townhouses, Two-family Dwellings, Manufactured Home and Mobile Home	2.0 per dwelling unit	
	Multi-Family Dwellings, and Upper Floor Residential	1 st Unit	2.0 per dwelling unit
		Each additional unit	1.75 per dwelling unit
	Accessory Dwelling Unit	1.0 per Accessory Dwelling Unit	
Congregate Living	Rooming and boarding houses, dormitories, fraternities or sororities	1.0 per bed	
	Nursing Homes	1.0 per employee, plus 1 visitor space per 2 beds	
	Assisted Living	1.0 per employee, plus 1 visitor space per 4 beds	
Accommodations	Hotels and Motels	1.0 per guest room +1 space per 3 employees and 75% of parking required for other associated or accessory uses (restaurants, offices, meeting spaces)	
	Hostels	1.0 per 2 beds	
	Bed and Breakfasts	1 space per guest room, plus 2 spaces for the owner/manager's unit	

Section 6. Section 4, General Development Standards, subsection 4.8.D.3 Exemptions, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

- Flags, the maximum individual size of a permanently displayed flag shall be 40 square feet.

Section 7. Section 4, General Development Standards, Table 4-12 Schedule of Requirements for Nonresidential Zone Districts (CBD, I, C), Time/Temperature/Community Announcement signs, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

TABLE 4-12 SCHEDULE OF REQUIREMENTS FOR NONRESIDENTIAL ZONE DISTRICTS (CBD, I, C) (CONTINUED)			
Prohibited Signs	Maximum Sign Area by Permitted Type	Maximum Number of Signs Permitted	Maximum Height of Signs or other Restrictions
	<p>Time/Temperature/Community Announcement signs:</p> <p>The display area of less than 15 square feet shall not be included in the allowable sign area; provided, however, any identification or advertising attached to or incorporated in such signs shall be included in the total allowable sign area.</p>	1 per building face or per business storefront	

Section 8. Section 4, General Development Standards, Table 4-14 Schedule of Requirements for Single-Family and Duplex Zone Districts (R-1, R-1M, R-2), EMC and Free Standing signs, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

TABLE 4-14 SCHEDULE OF REQUIREMENTS FOR SINGLE-FAMILY AND DUPLEX ZONE DISTRICTS (R-1, R-1M, R-2)			
Prohibited Signs	Maximum Sign Area Permitted per Business	Maximum Number of Signs Permitted	Maximum Height of Signs or other Restrictions
In addition to §4.8 E., the following signs are prohibited:	Identification signs (§4.8 C.38.q.): 4 square feet	1 per building	6 feet
Awning signs (§4.8 C.38.c.) Canopy signs (§4.8 C.38.f.)	Temporary Signs (§4.8 C.38.ee. and §4.8 F): 36 square feet	1 per street frontage	12 feet
Changeable signs (§4.8 C.38.g.) Electronic Message Centers (§4.8 C.38.k and §4.8 H.3.b.) Joint Identification signs (§4.8 C.38.s.) Marquee signs (§4.8 C.38.t.)	EMC (§4.8 C 38 k): 12 square feet of sign area.	1 per street frontage	Allowed for churches, schools, and community buildings only.
Portable signs (§4.8 C.38.w.) Roof signs (§4.8 C.38.aa.) Vending Machine signs (§4.8 C.38.hh.) Wind signs (§4.8 C.38.jj.)	Free Standing signs (§4.8 C.38.n.): calculated PSA or 12 square feet maximum.	1 per street frontage	Allowed for churches, schools, and community buildings only.

Section 9. Section 9, Development Standard Waivers, subsection 9.1.C.2 Planning and Zoning Commission Waivers, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

2. **Planning and Zoning Commission Waivers.** Waivers that are determined by the Commission and/or administratively by staff are related to Site Development Applications. Waivers recommended to City Council by the Commission are acted upon as a public hearing agenda item at a meeting. Waivers considered by the Commission are acted upon at a regular meeting. The administrative review follows all of the procedures set forth in §9.3 with the exception of item D, Public Notice. Waivers may be approved in conjunction with processing site development applications, land use development applications, including subdivision applications, as defined in §6.2.A of this LDC.

Section 10. Section 12, Subdivision Standards, subsection 12.3.A Minor Subdivision, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

2. **Minor Subdivision.** A Minor Subdivision is a subdivision which proposes not more than eight lots or units and which subdivides a parent parcel of less than four acres or an approved subdivision reclassification. A Minor Subdivision is subject to an expedited subdivision three-step review process, wherein the Sketch Plan review by the Commission has been deleted. The applicable review steps are as follows:
 - a. **Step One.** Review of the Preliminary Plat by the Commission at a public hearing, as described in §12.6, Preliminary Plat Review.
 - b. **Steps Two and Three.** Review of the Final Plat by the Commission and City Council, as described in §12.7, Final Plat Review.

Section 11. Section 16, Definitions, subsection 16.2. General Terms Defined, Recreational vehicle, of the *City of Gunnison Land Development Code*, is hereby amended to read as follows:

Recreational vehicle	A pickup camper, motor home, travel trailer, tent trailer, vehicle and tent or similar mobile unit which has wheels, is intended to be transported over streets, roads and highways as a motor vehicle or attached to a motor vehicle, and is designed primarily for use as a temporary unit for human occupancy. Recreation vehicles shall be used for human occupancy only when located within a lawful recreational vehicle park, except that recreational vehicles may be inhabited for no more than seven days on private property within a 30-day period.
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INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this 14th day of April, 2015, on first reading, and introduced, read, and adopted on second and final reading this 28th day of April, 2015.

Mayor

(SEAL)

ATTEST:

City Clerk

Published in Full in the
Gunnison Country Times Newspaper
April 23, 2015

**ORDINANCE NO. 4
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON REVISING A PROGRAM FOR RESIDENTIAL AND COMMERCIAL 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 revising a photovoltaic or wind pilot program for 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 12.40.010, Definitions, of the City Code of the City of Gunnison, is hereby amended to read as follows:

N. 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 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.

R. Photovoltaic or Wind Pilot Program is the City of Gunnison's program to accommodate the installation of 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.

Section 2. Title 12, Utilities, Chapter 4, Utility Service Rates and Fees, Rules and Regulations, Section 12.40.040 Photovoltaic and wind service rate schedule, is hereby amended to read as follows:

A. Applicability. The photovoltaic and wind pilot program is applicable to 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. The PV-W rate is applicable to 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 25 kilowatts. Service under the following rate schedule is an exception to the applicability of the electric rate schedule such that these schedules are applicable for standby and/or auxiliary service for this program only, and is not available to re-sale service.

- B. 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 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 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 installed photovoltaic systems 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 3. Should any section, clause, phrase, or provision of this ordinance be 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 28th day April, 2015, on first reading, and introduced, read, and adopted on second and final reading this _____ day of _____, 2015.

Mayor

(SEAL)

ATTEST:

City Clerk

Published in Full in the
Gunnison Country Times
Newspaper May 7, 2015

To: City Council

Date: April 24, 2015

From: Tex Bradford

Re: PW Quarterly Report

During the first quarter PW has taken delivery of three fleet vehicle replacements that were budgeted for 2015. We have replaced an old dozer /crawler with a new used dozer and although it has had light use to date it is a great improvement over the 70's model we traded. We also took delivery of a new street sweeper that replaces a 90's model sweeper. The new sweeper has been on the streets during regularly scheduled work hours since delivery and is working as expected. Our crews have used the new sweeper and an early 2,000's sweeper that is still operational in order to get a "jump" on the spring street cleanup. All of our routes have been swept, some more than once, and we are now only using the new sweeper for normal sweeping routes. We recently took delivery on a pickup/plow replacement vehicle. We will rotate two older pickups out of the fleet rentals and put them up for bid in the near future as we rearranged the fleet vehicle use to some degree.

A number of pot holes have been patched since the snow melt using cold patch material as that is all we have available this time of year. We will continue as needed therefore if you see pot holes please give PW a call at 970-641-8020 and we will get them patched. When hot mix asphalt is available we will make further more permanent (at least somewhat permanent) repairs as needed.

Street improvements projects are underway with preliminary surveying and etc. being performed by the city engineer and a surveyor. United Companies plans to begin construction in early May and hopes to complete all projects by late May to mid-June if the weather and other conditions allow.

Crack Seal and slurry seal bids have been received and staff will present the results to council at the May 5th work session with recommendations.

A few water leaks are showing up and are being repaired as they do so. Well and well house improvements continue and automated read water meters are being installed. Irrigation ditch cleaning is underway in preparation for the head gates to be opened on May 4th. We expect water to be throughout the ditch system by the end of the week of May 4th.

Some 25 year plus direct buried high voltage electric cables are being replaced by the electric crew in a couple of locations and as time allows tree trimming around power lines is being performed prior to leaves being in full bloom. Trimming will continue throughout the year as required.

Other projects in all PW departments are in one stage of development or the other and will move forward as schedules allow. All continue with the never ending normal maintenance requirements.

If you have questions or concerns please contact me.