

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

TUESDAY

NOVEMBER 10, 2015

REGULAR SESSION

7:00 P.M.

I. Call Meeting to Order:

II. PUBLIC HEARING

7:00 P.M.

Receive Public Input on the Proposed 2016 City Budget

III. Consideration of Minutes:

A. Minutes of October 27, 2015, Regular Session Meeting

IV. Pre-Scheduled Citizens:

A. Update on Gunnison Valley Regional Housing Authority Projects and Housing Issues
GVRHA Executive Director Karl Fulmer

B. Presentation on Region 10/DOLA Technology Grant Application – IT Director Mike
Lee (discussion item only)

V. Unfinished Business:

A. 2016 Proposed Budget – Grants and Contracts for Service Funding

B. 2016 Proposed Budget – Other Questions and Discussion

VI. New Business:

A. Set a Special Session Council Meeting for 7:00 P.M., November 17, 2015

B. Action on Lazy-K House Rental Lease

VII. Resolutions and Ordinances:

A. Resolution No. 20, Series 2015; Re: Canceling November 24th and December 22nd
Regular Session Council Meetings

B. Ordinance No. 16, Series 2015; Re: Major Change to PUD Standards to Include
Museum as Permitted Use Within Gunnison Rising PUD Standards; 2nd Reading

C. Ordinance No. 17, Series 2015; Re: Amending Gunnison Municipal Code Title 8. Re:
Marijuana Licensing Regulations, 1st Reading

VIII. City Attorney: Kathleen Fogo – absent.

IX. City Manager: Ken Coleman

Acting City Manager: Finance Director Ben Cowan

City Clerk: Gail Davidson

WSCU Liaison: Amy Davis

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.

PUBLIC HEARING FORMAT
PROPOSED 2016 CITY OF GUNNISON BUDGET
7:00 P.M., Tuesday, November 10, 2015

- I. Mayor Open Public Hearing
State the time, date, location, and name those in attendance – City Council, City Manager, City Clerk, Finance Director, and _____.
- II. State Reason for Public Hearing
Receive Public Input on the Proposed 2016 City of Gunnison Budget.
- III. Proof of Publication - City Clerk
- IV. City Staff Comments/Recommendation
City Manager Coleman and City Finance Director Cowan
- V. Public Comment
Ask anyone wishing to comment to please step up to the microphone, state their name, and sign the sign-in sheet for the record.
- VI. Enter letters, emails or other comments received from the public into the record.
- VII. Call for any final comments – hearing none, Mayor Close the Public Hearing.

**CITY OF GUNNISON
NOTICE OF PUBLIC HEARING ON
PROPOSED 2016 CITY BUDGET**

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTE, that a public hearing will be held at the hour of **7:00 P.M. on Tuesday, the 10th day of November, 2015**, in the City Council Chambers, Gunnison Municipal Building, 201 West Virginia Avenue, Gunnison, Colorado, **on the Proposed 2016 City Budget.**;

AT WHICH TIME AND PLACE you may attend and give testimony, if you so desire. Copies of the Proposed Budget are available at the City Finance Director's Office in City Hall. Written comments on the Proposed 2016 City Budget may be submitted prior to the public hearing to: City Clerk, P.O. Box 239, Gunnison, CO 81230, hand delivered to City Hall, Office of the City Clerk, 201 W. Virginia Avenue, Gunnison, CO, or e-mailed to the City Clerk at gail@cityofgunnison-co.gov.

Published in the Gunnison Country Times
October 29, 2015
November 5, 2015; and

/s/ Gail A. Davidson, City Clerk

AND MORE ESPECIALLY TO PATRICK D STEWART, KAREN B STEWART, JAMES N AND CHRISTINE CLARK

YOU AND EACH OF YOU ARE HEREBY NOTIFIED THAT ON THE 17TH DAY OF NOVEMBER, 2011, THE THEN COUNTY TREASURER OF THE COUNTY OF GUNNISON, STATE OF COLORADO, SOLD AT PUBLIC SALE TO JAMES N AND CHRISTINE CLARK THE FOLLOWING DESCRIBED REAL ESTATE, SITUATE IN SAID COUNTY OF GUNNISON, VIZ:

LOT 2 BLK 12 MARBLE SKI AREA 2 B440 P138

SAID SALE BEING MADE TO SATISFY THE DELINQUENT TAXES ASSESSED AGAINST SAID PROPERTY FOR THE YEAR 2010. TAX SALE LIEN CERTIFICATE OF PURCHASE NUMBER 20110307 WAS ISSUED TO JAMES N AND CHRISTINE CLARK BY SAID COUNTY TREASURER.

THAT SUBSEQUENT TAXES UPON SAID PROPERTY WERE PAID BY THE HOLDER OF SAID TAX SALE LIEN CERTIFICATE OF PURCHASE.

THE VALUATION OF SAID PROPERTY FOR THE YEAR 2010 WAS A TOTAL \$6,650.00

THAT AT THE TIME OF SAID VALUATION AND SAID SALE, SAID PROPERTY WAS TAXED IN THE NAME(S) OF PATRICK D AND KAREN B STEWART.

THAT THE PRESENT HOLDER OF SAID TAX SALE LIEN CERTIFICATE OF PURCHASE HAS MADE APPLICATION TO ME FOR A TREASURER'S TAX DEED TO SAID PROPERTY.

THAT A TREASURER'S TAX DEED WILL BE ISSUED FOR SAID REAL ESTATE TO JAMES N AND CHRISTINE CLARK AFTER 4:00 P.M. ON THE 12TH DAY OF FEBRUARY 2016 UNLESS THE SAME HAS BEEN REDEEMED FROM SAID SALE FOR TAXES, AS PROVIDED BY LAW.

WITNESS MY HAND AND SEAL THIS 29TH DAY OF OCTOBER, 2015

TREASURER OF GUNNISON COUNTY
DEBBIE DUNBAR

Gunnison Country Times
Gunnison, Colorado
FIRST PUBLICATION: OCTOBER 29, 2015
SECOND PUBLICATION: NOVEMBER 5, 2015
THIRD PUBLICATION: NOVEMBER 12, 2015

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NOTICE TO CREDITORS

NOTICE TO CREDITORS

Estate of Sam C. Sangosti, Jr., Deceased
Case No. 2015PR30111

All persons having claims against the above-named estate are required to present them to the Personal Representative or to the District Court of Montrose County, Colorado on or before February 29, 2016, or the claims may be forever barred.

Sam Mazzuca

Personal Representative
c/o The Masters Law Firm, P.C.
152 Colorado Avenue

Ballentyne Thomas, Jr., a/k/a Dale B. Thomas, Jr. a/k/a Dale Thomas, Jr.

All persons having claims against the above-named estate are required to present them to the Personal Representative or to District Court of Gunnison County, Colorado on or before January 28, 2016 or the claims may be forever barred.

Elen Marie Petrick
515 S. Main Street
Gunnison, CO 81230

Gunnison Country Times
Gunnison, Colorado
Publication dates of October 15, 22, 29, 2015

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NOTICE TO CREDITORS

NOTICE TO CREDITORS

Julia M. Rivera

All persons having claims against the above-named estate are required to present them to the Personal Representative or to District Court of Gunnison County, Colorado on or before February 22, 2016 or the claims may be forever barred.

Sue Ann Rivera
1001 E 62nd Ave. Apt 707
Denver, Colorado 80216

Gunnison Country Times
Gunnison, Colorado
Publication date of October 22, 29, 2015
November 5, 2015

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PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED 2016 CITY BUDGET

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTE, that a public hearing will be held at the hour of 7:00 P.M. on Tuesday, the 10th day of November, 2015, in the City Council Chambers, Gunnison Municipal Building, 201 West Virginia Avenue, Gunnison, Colorado, on the Proposed 2016 City Budget.;

AT WHICH TIME AND PLACE you may attend and give testimony, if you so desire. Copies of the Proposed Budget are available at the City Finance Directors Office in City Hall. Written comments on the Proposed 2016 City Budget may be submitted prior to the public hearing to: City Clerk, P.O. Box 239, Gunnison, CO 81230, hand delivered to City Hall, Office of the City Clerk, 201 W. Virginia Avenue, Gunnison, CO, or e-mailed to the City Clerk at gail@cityofgunnison-co.gov.

/s/ Gail A. Davidson, City Clerk

Gunnison Country Times
Gunnison, Colorado
Publication Dates of: October 29, 2015
November 5, 2015

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PUBLIC HEARING

PUBLIC HEARING NOTICE

There will be a Public Hearing on November 18, 2015 at 5 p.m. in the County Planning

SUMMONS

SUMMONS AND NOTICE OF RIGHTS

DISTRICT COURT, GUNNISON, COLORADO
Court Address: 200 E. Virginia, Gunnison, CO
Phone: 970-641-8300

The People of the State of Colorado in the Interest of N.M. child,

And Concerning

RESPONDENTS:
Candice Otsuka, Mother
Roger Moore, Father of N.M.

Attorney:
David Baumgarten, Atty. Reg. #8050
Gretchen Stuhr Atty. Reg. #36394
Office of the Gunnison County Attorney
200 East Virginia
Gunnison, CO 81230
Phone Number: 970-641-5300
Fax Number: 970-641-7696
E-mail: dbaumgarten@gunnisoncounty.org
GStuhr@gunnisoncounty.org

Case No. 15JV04

SUMMONS AND NOTICE OF RIGHTS

TO: RESPONDENT FATHER, Roger Moore,

You are hereby notified, pursuant to C.R.S. Section 19-3-212 and C.R.S. Section 19-3-503, that a Verified Petition for Dependency and Neglect has been filed in the District Court of Gunnison County, Colorado located at 200 E. Virginia, Gunnison, Colorado. It has been represented to the Court that the child mentioned above is a dependent and neglected child for the reasons set forth more fully in said Verified Petition, a copy of which is attached hereto and incorporated herein by reference for greater certainty.

Termination of the parent-child relationship is a possible remedy available if the Verified Petition alleging that the minor children are dependent and neglected is sustained. A separate hearing must be held before such termination is ordered. Termination of the parent-child legal relationship means that the minor children whom are the subject of this Petition would be eligible for adoption.

You are further notified that the Court has set an advisement hearing on this matter for the 21st day of October, 2015, at 8:30 a.m. You are appear before this Court at said time.

WITNESS my hand and the seal of said Court this 20th day of October, 2015.

Clerk of the Combined Court:
By: /s/ Betsy Nesbitt
Clerk

TO THE PARENTS, GUARDIANS, OR OTHER RESPONDENTS

You are to be present at all hearings of said case, including the hearing set above, as your right to the care, custody, control and guardianship of said children may be determined.

A continuance of any scheduled hearing may be granted for a reasonable time upon good cause shown to the Court.

You are further notified that you are entitled to such other legal rights and privileges as more fully set forth in this summons.

the petition. If you deny any statements alleging the dependency and neglect of your children, the petitioner must prove the statements by a preponderance of the evidence at a trial that will be scheduled by the Court.

2. You have a right to be represented by a lawyer at all hearings conducted in this case. If you do desire to be represented by a lawyer, you should begin now to obtain his assistance and ask him to notify the court of his intention to represent you. If the court finds that you cannot afford to pay for a lawyer, you are entitled to apply for a court-appointed lawyer. If you qualify, the court will appoint a lawyer for you without cost to you.

3. You have a right to a trial by a jury of not more than six persons. If you wish a trial by jury, you or your lawyer should request it in writing as soon as possible or at the advisement hearing. If you do not request a trial by jury trial will be to the Judge or Magistrate.

4. You have a right to question any witness who appears at the hearing on behalf of the petitioner and you also have the right to call and examine any witness of your own. At your request, the court may subpoena persons to be present as your witnesses.

5. When the court or a jury has reached a final decision in this case, you have a right to request a rehearing or new trial, but your request must be made in writing, within fifteen (15) days of the decision, unless the court grants a longer time. You have the right to appeal the court's decision.

6. If the petition is sustained, the court may make orders affecting any person named in the petition concerning the custody, care and discipline of the children, and may place the children outside of the family home if it finds that such placement would serve the best interests of the children.

Seventh Judicial District Plan To Improve The Timeliness and Efficient Handling of D&N Cases:

The following is a plan developed to improve the timeliness and quality of the courts' handling of dependency and neglect (D&N) cases in the Seventh Judicial District. The plan was developed in collaboration with representatives from the Department of Social Services, County Attorneys, Guardian Ad Litem (GAL) and Court Magistrates. The Seventh Judicial District will make every effort to include all D&N cases in these guidelines. However, it is recognized that to preserve the best interests of the child it may not be possible to adhere to these policies in all cases.

EARLY DEVELOPMENT OF CASE PLANS

A. Each Department of Human Services shall develop and submit to all parties a proposed interim treatment plan within thirty days of the shelter hearing or the filing of a D&N Petition. The format of the plan shall be based upon the latest version of the FAMILY SUPPORT PLAN that is required in all cases by the State Department of Human Services. It is understood that the final treatment plan might address different issues and suggest different solutions than this first interim plan. Health and Human Services will notify all parties when it is felt it is in the best interest of the child not to submit an interim plan and why.

B. A GAL shall be appointed in every D&N case prior to the first hearing. The GAL shall participate in shelter care hearings whenever possible. Health and Human



Memorandum

To: City Council
From: Ben Cowan
Date: 11/6/2015
Re: 2016 Budget Update-Public Hearing

There have only been a few minor changes made to the staff proposed budget since it was presented to you on October 13. Summary change sheets accompany this memo.

GENERAL FUND

- 1) I added 300 hours for temporary parks workers to allow for weekend trash pickup according to Council direction on October 20. The cost for this change is \$4,006.
- 2) In order to stay within the 40% fund balance, I increased Community Development permits and licenses revenue by \$5,608. This is equivalent to the increased parks labor plus the additional 40% reserve as a result of those expenditures.
- 3) Moved a vehicle purchase for \$40,000 to replace a 1992 Chevrolet ¾ ton pickup used for parks and plowing, originally shown in the City Shops budget to a transfer out to Fleet Maintenance.

OTHER RECREATION IMPROVEMENTS

- 1) I added \$4,225 to the Other Recreation Improvements Fund to accommodate the actual closing costs for the 2007 Bond Refinance. In the proposed budget, I had estimated costs would total \$54,000 (down from the \$61,125 original estimate provided to Council) on June 18. However, the actual costs totaled \$58,225:
 - 1. Bond Counsel: Kutak Rock..... 20,000
 - 2. Direct Purchase Fee..... 29,725
 - 3. Bank Counsel: Spencer Fane Britt & Browne..... 7,500
 - 4. Paying Agent & Registrar: UMB Bank, n.a..... 400
 - 5. Escrow Agent: UMB Bank, n.a..... 600

FLEET MAINTENANCE

- 1) The offset to 3) in General Fund above, added a capital expense of \$40,000 to replace a 1992 Chevrolet ¾ ton pickup used for parks and plowing, along with an offsetting revenue as a transfer in from the General Fund.

OTHER ITEMS

Additionally, Tex is working on compiling the revenues derived from the Commercial Recycle Fee and the potential impact from potentially eliminating that fee. That information will be provided to you at a later date and if a change can be made, it will require additional ordinances and probably cannot occur until after the first of the year.

We are working through some potential scenarios where the City might hire staff custodians. The budget includes the contracted services line items at this time, and we plan to make a proposal that fits within the existing budget. If employees are hired, we will request a budget transfer from operating line items to personnel at that time.

For maintenance personnel, we don't feel there would be significant savings if the City were to hire a skilled laborer of some kind such as a carpenter. There would be significant productivity gains in certain departments as current staff is spending time addressing issues and ongoing maintenance. A hire might also result in a more proactive approach since someone's primary job duty would be maintenance of facilities rather than dealing with problems as they occur.

From the Police Department:

I'm not sure what the future needs for the building will be as everything is new and we still had involvement from Terry and the contractor this year in several areas. Assistance there is now done so I'm assessing.

Ongoing facility issues will be adjusting doors, replacing batteries in all the automated equipment that was required, replacing bulbs, replacing filters in HVAC and scheduling repairs and maintenance inspections as needed. Even with a facility person we would probably do most of these routine functions ourselves.

Exceptions would be work on HVAC, maintenance inspections and repairs. Haven't had to do any yet so not sure what the costs will be. Estimated \$1000 for filters and HVAC inspections and \$500 to service/inspect the yard gate. \$1000 built in for general repairs, adjustments to HVAC as it is software controlled and the passwords are restricted. Not much else in the budget that would cover a facility person.

I'm sure costs will go up as things start to wear.

From Public Works:

Public Works rarely has the need for these types of outside services. Our crews generally take care of normal maintenance and minor repairs. On occasion, we will contract with a vendor to perform specialized repairs. These times are specific to issues we are not able to address with our talented crew members. I may be able to ask Lisa to look back and see what we have spent on outside assistance over the past few years but it won't be much. We did have a 1/2 time employee performing janitorial services and when that person retired we contracted for janitorial services (performed after normal work hours) and as you can see by looking back at prior years we see substantial savings with improved cleaning as the janitor is not trying to clean around the daily activities of crews and customers in the building.

From Community Development:

Eric oversees some of the general maintenance functions at city hall. He changes filters in the rooftop unit, monitors the mechanical system, and contacts contractors when stuff needs "fixen". On an average the tasks may require about one hour per week, depending on the specific circumstance.

STRATEGIC PLAN IMPLEMENTATION

Your preliminary discussion indicated that there is consensus for most of these items for strategic plan implementation with the exception of the items in red. Those items might better be moved forward after street design is more complete.

SAMPLE 2016 PROJECT LIST

Downtown property acquisition for parking.....	\$200,000
Design standards.....	\$120,000
Safe streets planning/preliminary design.....	\$66,000
Year 1 implementation for sidewalk improvements in the non-motorized plan.....	\$54,742
Broadband middle mile/anchor institutions cash match	\$14,258
Website overhaul	\$20,000
Downtown/highway corridor tree evaluation and inventory by certified arborist.....	\$15,000
Downtown signage replacement.....	\$10,000
TOTAL.....	\$500,000

There was some discussion that a Public Information Officer (PIO) should be hired. It appears that of our comparable communities, only Estes Park, Montrose and La Junta have a PIO, averaging to a salary of \$53,115 (\$78,323 with benefits). In addition, Louisville and Frederick have a position they refer to as a Public Relations Manager. That position's average wage is \$70,114 (\$97,763 with benefits). Here are the brief job descriptions:

Job # 216
Title PUBLIC INFORMATION OFFICER
Functional Category ADMINISTRATION / MANAGEMENT

Job Description Performs a variety of professional and supervisory staff-level work in coordinating communications, special events and other city-wide activities with the objective of enhancing the jurisdiction's image through sound community relations and reliable dissemination of public information. FLSA: Exempt MINIMUM QUALIFICATIONS include a bachelor's degree in journalism, mass communications, public relations or related field; plus, five (5) years experience in journalism or public information dissemination.

Job # 217
Title PUBLIC RELATIONS MANAGER
Functional Category ADMINISTRATION / MANAGEMENT

Job Description Performs a variety of journey-level professional generalist duties related to public information development and dissemination. Working in the area of publications, media relations, cable television and Internet communications. Coordinates and edits publications, writes speeches, coordinates special events, helps to develop key communication messages and manages graphic standards. May produce programming and development of cable channel, and may organize and develop content for Web sites. FLSA: Exempt; MINIMUM QUALIFICATIONS include a bachelor's degree in journalism, mass communications, public relations or related field; plus two (2) to three (3) years of related experience.

If you would like to further consider that or any other priorities to be brought forward for consideration in the 2016 budget, please let us know.

SUMMARY

There is potential for adjustment to the proposed budget until adoption, especially related to:

- 1) loading strategic plan implementation totaling \$434,000,
- 2) distribution of grants and contracts of services to specific organizations,
- 3) potential reduction of the 5% vendor fee to 4%, subsequently passed through to the Visitor Center, and
- 4) public comment and testimony both for and against the budget from any interested elector during the Budget Public Hearing.

Beyond these, **staff recommends adoption of the Proposed Budget upon second reading on December 8.** The budget contemplates use of fund balance in the amount of \$829,190. However, that includes capital expenditures of \$1,969,993 (\$488,292 supported by grants) according to the below list. Since capital projects are one-time purchases, the budget is sustainable and fiscally responsible. The 2016 budget is approximately 2% less than 2015.

Project	Budget
Microsoft licensing	27,000
Network upgrade/replacement	23,450
Unit #149-2000 John Deere Zero Turn Mower	20,000
Security and patching equipment	12,250
Unit #81-2006 John Deere 1200A	12,000
Email archive	9,800
Patrol Vehicle	43,500
Annual desktop computer replacement	9,750
Bucket Truck	125,000
Dog Park Amenities	60,000
Fire Marshal Truck Replacement	50,000
Gunnison Main Sub-Station Insulators	11,000
Inflow/Infiltration Reduction	100,000
International Vac-Truck	350,000
Pool Covers	16,832
Recycling Storage Building	150,000
Refuse Truck	275,000
River Restoration Project	470,292
Skate Park Lighting	80,000
Snowblower Attachment	7,782
Softball Complex Chain Link Fence	26,060
Thermal Imaging Camera	12,000
Trencher Attachment	6,277
Unit #10-1992 Chevrolet 3/4 T 4x4	40,000
Unit #165-2006 Ford Ranger (NSO)	32,000
	1,969,993

**CITY OF GUNNISON
2016 BUDGET CHANGES**

General Fund	Beginning Fund Bal.	2015 Projections		2016 Budget		Fund Balance	
		Revenues	Expenses	Revenues	Expenses		
Ending Balances per Staff Proposed Budget	3,793,750			6,942,034	7,375,403	3,360,381	45.56%
Add 300 hours for temporary parks workers for weekend trash pickups					4,006		
Adjust Community Development Permits and Licenses				5,608			
	-	-	-	5,608	4,006		
Ending Balances per current worksheets	3,793,750	0	0	6,947,642	7,379,409	3,361,983	45.56%
Minimum Reserve Percentage (of otherwise unreserved fund balance)			40.00%				
Minimum Reserve Amount (of otherwise unreserved fund balance)			2,925,364				
Remaining Available for Appropriations			\$ -				

**CITY OF GUNNISON
2016 BUDGET CHANGES**

Other Recreation Improvements	Beginning	2015 Projections		2016 Budget		Fund	
	Fund Bal.	Revenues	Expenses	Revenues	Expenses	Balance	
Ending Balances per Staff Proposed Budget	822,867			631,895	110,000	1,344,762	1222.51%
Increase projected amount required for closing costs			4,225				
	-	-	4,225	-	-		
Ending Balances per current worksheets	822,867	0	4,225	631,895	110,000	1,340,537	1218.67%

**CITY OF GUNNISON
2016 BUDGET CHANGES**

Fleet Maintenance	Beginning	2015 Projections		2016 Budget		Fund	
	Fund Bal.	Revenues	Expenses	Revenues	Expenses	Balance	
Ending Balances per Staff Proposed Budget	36,581			389,888	389,888	36,581	9.38%
Transfer from General Fund for scheduled replacement of a 1992 vehicle used for plowing and parks. Vehicle purchase				40,000	40,000		
	-	-	-	40,000	40,000		
Ending Balances per current worksheets	36,581	0	0	429,888	429,888	36,581	8.51%

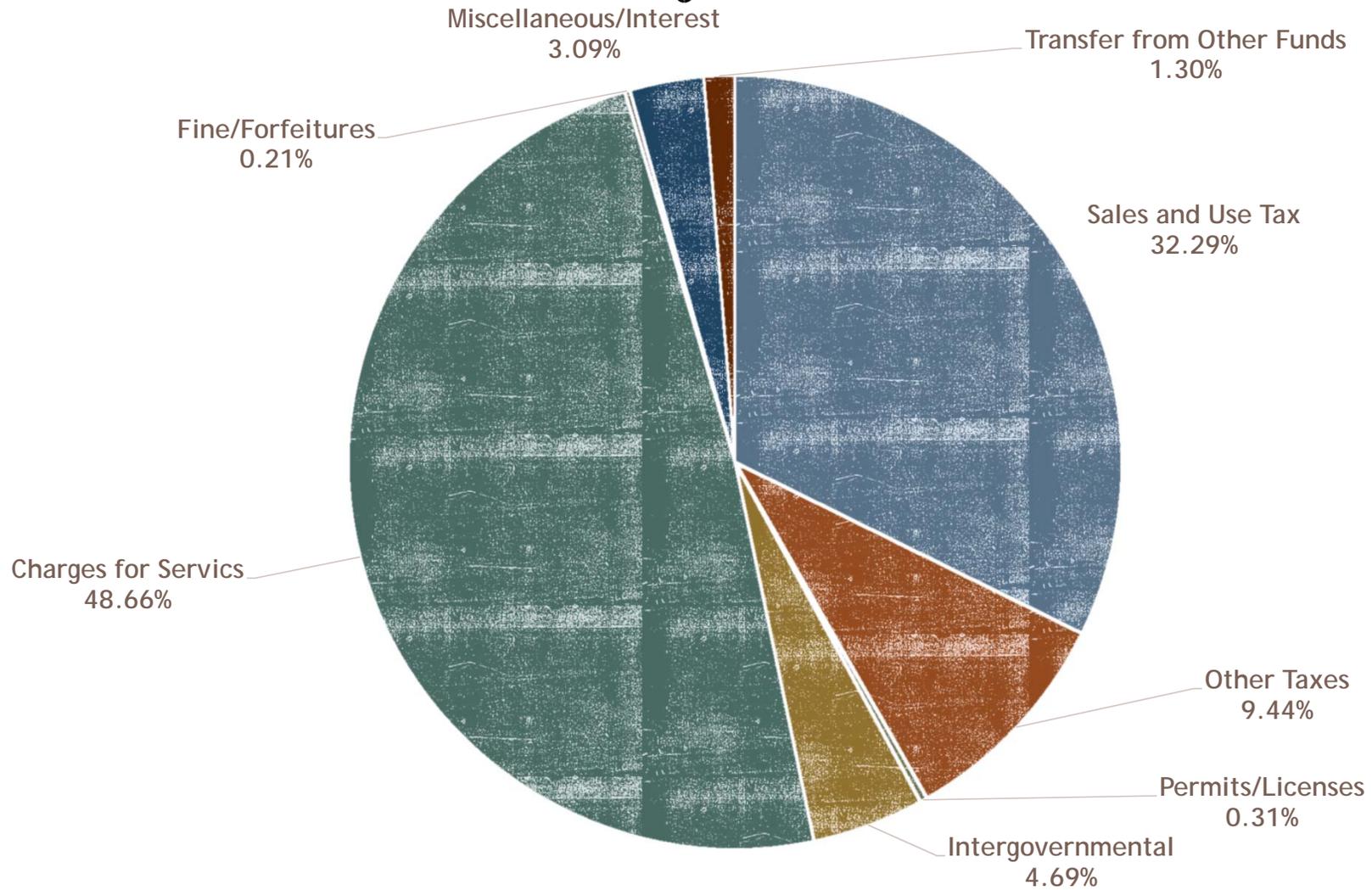
2016 PROPOSED BUDGET DECEMBER 10, 2015 PUBLIC HEARING



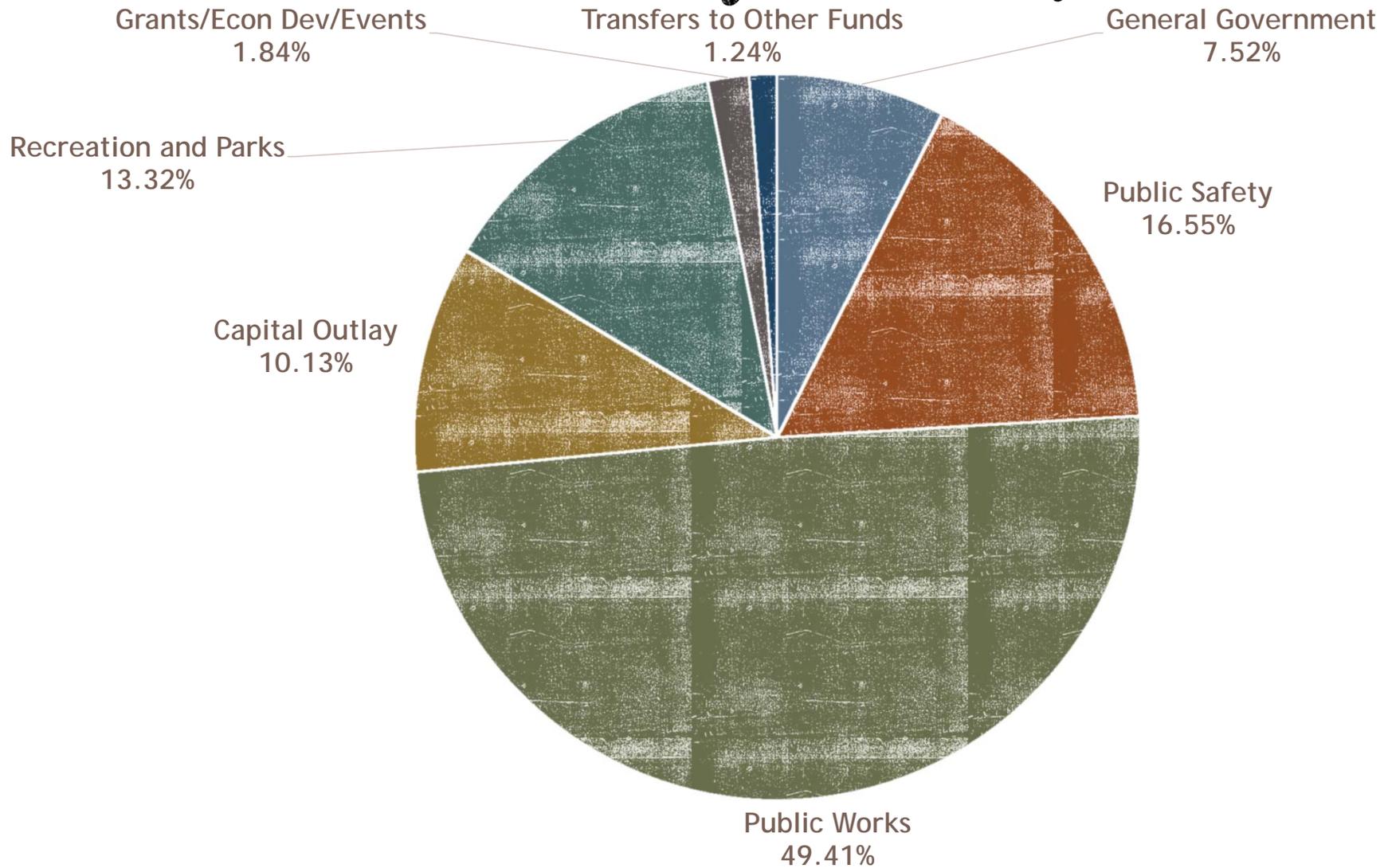
2016 Consolidated Budget Summary

Fund	2016 Beginning Balance	Estimated Revenues	Interfund Transfers	2016 Available Resources	Net Budgeted Expenditures	Interfund Transfers	2016 Total Appropriations	2016 Ending Balance	%
General Fund:	3,793,750	6,947,642	0	10,741,392	7,202,000	177,409	7,379,409	3,361,983	46%
Special Revenue Funds:									
Conservation Trust Fund	23,045	42,217	0	65,262	31,500	14,167	45,667	19,595	43%
Ditch Fund	298,840	495,192	0	794,032	554,161	0	554,161	239,871	43%
Fiduciary Funds:									
Firemen's Pension Fund	2,161,829	209,130	0	2,370,959	198,000	0	198,000	2,172,959	1097%
Enterprise Funds:									
Electric Division	1,530,338	5,669,000	0	7,199,338	5,636,744	0	5,636,744	1,562,594	28%
Water Division	857,743	585,557	0	1,443,300	790,183	0	790,183	653,117	83%
Wastewater Division	1,153,085	1,068,664	0	2,221,749	1,368,594	0	1,368,594	853,155	62%
Refuse Division	838,760	539,912	0	1,378,672	920,074	0	920,074	458,598	50%
Communications Division	121,612	699,449	0	821,061	710,322	0	710,322	110,739	16%
Recreation Division									
Community Center	535,926	917,290	171,576	1,624,792	1,103,984	0	1,103,984	520,808	47%
Ice Rink	170,081	346,835	30,000	546,917	358,406	0	358,406	188,511	53%
Trails	130,121	27,493	0	157,614	35,498	0	35,498	122,116	344%
Other Recreation Improv	818,642	631,895	0	1,450,536	60,000	50,000	110,000	1,340,536	1219%
Internal Service Fund:									
Fleet Management	36,581	389,888	40,000	466,469	429,888	0	429,888	36,581	9%
Total City Budget	12,470,353	18,570,164	241,576	31,282,093	19,399,353	241,576	19,640,929	11,641,164	59%

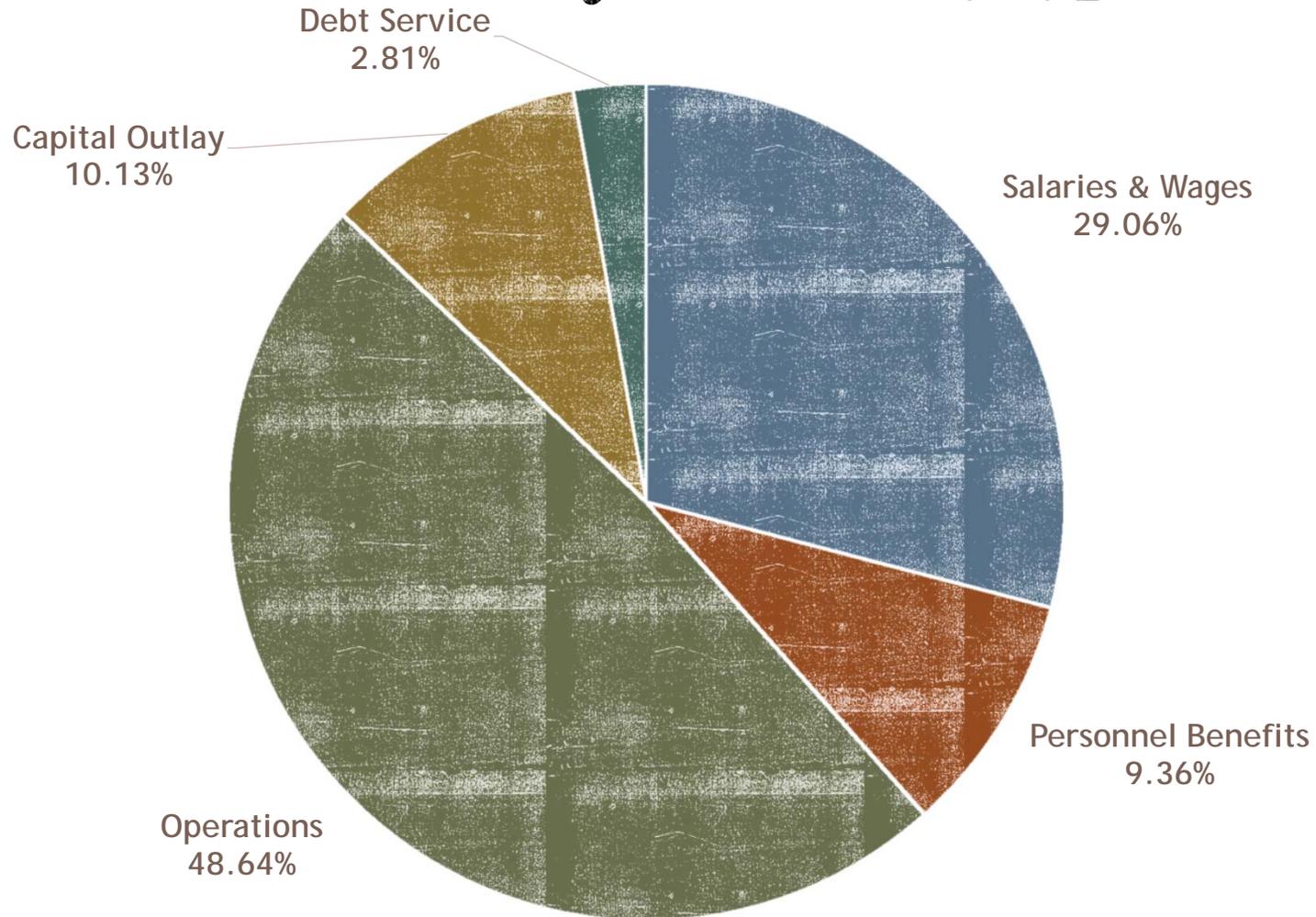
Where the Money Comes From



Where the Money Goes (by function)



Where the Money Goes (by type)



OCTOBER 27, 2015

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

7:00 P.M.

The City Council Regular Session meeting was called to order at 7:00 P.M., by Mayor Hagan, with Councilors Ferguson, Morrison and Schwartz present along with City Attorney Fogo, City Clerk Davidson, Acting City Manager Ampietro, Finance Director Cowan, Community Development Director Westbay, many citizens and the press. Mayor Pro Tem Drexel, City Manager Coleman and WSCU Liaison Davis were absent. A Council quorum was present.

OCTOBER 27, 2015

PUBLIC HEARING

7:00 P.M.

Receive Public Input on ZA-15-3; An Application for a Major Change to a PUD, to Include a Museum as a Permitted Use Within the Gunnison Rising PUD Development Standards.

Mayor Hagan called the Public Hearing to order and stated it is 7:00 P.M., on Tuesday, October 27, 2015, in the City Council Chambers of City Hall, 201 W. Virginia Avenue in Gunnison, Colorado. Present at the Public Hearing are myself, Mayor Richard Hagan, City Councilors Stu Ferguson, Leia Morrison and Matt Schwartz, City Attorney Kathleen Fogo, City Clerk Gail Davidson, Finance Director Ben Cowan, Parks & Recreation Director Dan Ampietro and Community Development Director Steve Westbay.

Mayor Hagan stated the purpose of this Public Hearing is to receive input on the merits of Text Amendment ZA-15-3, A Major Change to a PUD Application, to amend Table 10.1: Industrial Modified District Permitted Uses and Parking Space Requirements; to include a museum as a permitted use within the *Gunnison Rising PUD Development Standards*. Mayor Hagan then called for proof of publication. City Clerk Davidson stated a copy of the Notice of Public Hearing was included in their packets as well as a copy of the newspaper publication. The Affidavit of Publication is included in the official application file. The Mayor entered the Notice of Publication into the record.

Mayor Hagan called for City Staff/Applicant Comments and Recommendation. Community Development Director Steve Westbay stated that he, as the Community Development Director, is the Applicant. Director Westbay then stated the following: a Planned Unit Development (PUD) Major Change may alter the intent of a PUD and must be approved; the PUD Major Change is reviewed by the Planning and Zoning Commission and holds a Public Hearing on the application; the Planning and Zoning Commission may then approve, deny, approve it with conditions, or remand the application back to the applicant before making a recommendation to City Council for final action; the City Council holds a Public Hearing on the Application and then can approve, deny, approve with conditions, or remand the application back to the applicant; the application is for 8.6 acres in the Industrial District Business Park of the approved Gunnison Rising PUD; he, as the Community Development Director, is the applicant for the Major Change since he worked with both the property owner and the Pioneer Museum on the gifting of the 8.6 acres to the Museum; Table 10.1 in the Gunnison Rising PUD Standards needs to be amended to allow for the museum as an allowed use and to amend the parking standards for the use in the Industrial Modified District; the parking standards required would be one space for every 500 sq. ft. of the main building; the Planning and Zoning Commission recommendation and staff recommendation included in Council's information sets criteria used for the review standards and sets the framework for the requested changes to the PUD; the recommendation findings are that the proposed change doesn't alter the intent of the PUD nor change the character of the property and is consistent with future uses of the property; the extension of the museum onto the gifted 8.6 acres is a community benefit for education and tourism and will enhance the entrance into the City; Mr. Bratton, representing the Gunnison Valley Properties LLC, fully supports the Major Change application; and the change will not adversely impact the life, safety or welfare of the community. Mayor Hagan asked that the applicant's testimony and recommendation be entered into the record.

Mayor Hagan called for public comment. Mr. Lee Spann came forward, signed in, introduced himself and addressed Council. Mr. Spann stated he is speaking on behalf of the Pioneer museum. The new museum property is not an allowed use in the PUD standards but the museum would like it to be. It would be very helpful if Council approves the change because they have lots of plans and things they want to do on the new property. They are running out of room in the old property. Council thanked Mr. Spann.

Mayor Hagan then asked if any letters, emails, or other forms of comments had been received on the application to be entered into the record. City Clerk Davidson responded no other comments were received. Director Westbay stated that no comments were received by his department as well.

Mayor Hagan called for any further comments on the application. Hearing none, the Mayor closed the Public Hearing at 7:09 P.M. Mayor Hagan stated that action on the application will take place later in the Regular Session meeting.

Consideration of Minutes of October 13, 2015, Regular Session Meeting.

Councilor Schwartz noted the word “ordinances” needs to be changed to “application” in the last paragraph on page six of the minutes. Councilor Ferguson moved and Councilor Schwartz seconded the motion to approve the Regular Session meeting minutes of October 13, 2015, as amended.

Roll call vote, yes: Ferguson, Hagan, Morrison, Schwartz. Motion carried.

Roll call vote, no: None.

Pre-Scheduled Citizens: 2016 Budget Grants and Contract for Service Applicants. Each applicant listed below had 5 minutes to make a presentation on their 2016 application for funding. Nancy Trimm with **Adult & Family Education Program**: \$1,500 to help provide education and literacy services for immigrants to integrate into the community. Families are encouraged to attend and to involve the family into the child’s education.

Mike Callihan with the **Car Show** (Continuing Challenge Grant) \$1,000 to help fund a third mailing this winter to the show participants to keep up the interest in the event. The Iacocca Award will no longer be available to help fund the event and the Car Show is at a cross roads at this time.

Jeff Snellen with the **Colorado Water Workshop** \$1,000 to help draw national and international speakers. The Workshop will coincide with the Gunnison River Festival this year to increase interest and participation. They hope to offer more scholarships to the workshop this year.

Lee Spann with the **Gunnison County Pioneer & Historical Society** \$5,000 to help with fencing and maintenance costs for the new 8 acres that were donated to the museum. The museum draws over 10,000 visitors each year and is run by 70 dedicated volunteers. The 8 acres almost doubled their size.

Tammy Scott with the **Gunnison Chamber of Commerce** \$75,000 to operate and upgrade the Visitors Center. Upgrades will cost approximately \$45,000 and operations are set for the other \$30,000. The Chamber has been discussing this request with Council since July.

Carlie Kenton with the **Gunnison Council for the Arts** \$25,000 to be used for Arts programming and education in Gunnison. This includes scholarships for Arts programs. The Arts Center fits within several components of the City Master Plan. They would like to expand programs for immigrants and teens.

Katie Dix with the **Gunnison Country Food Pantry** \$5,000 to be used to provide nutritious fresh meat, milk and produce for the Food Pantry clients. All dollars are spent locally on the food to be distributed.

Karl Fulmer with the **Gunnison Valley Regional Housing Authority** are asking for \$36,000 annually for the next two years. The funds will be used for operations and staffing and the shared cost is based on the services provided in the City. 94% of the Section 8 vouchers, the Mountain View Apartments and deed restricted ownership units are located in the City. The Housing Authority will also be requesting additional funds for a 2016 housing needs assessment.

Jen Moore and Stacey Klein with the **Gunnison Valley Health Foundation** \$1,800 will be used to purchase equipment for the new pediatric rehabilitation center at the hospital. It is a new program that started last April. They provide physical, speech and occupational therapy and are in need of assessment tools and equipment.

Lauren Holbrook with the **Rotary Fishing Tournie** (Continuing Challenge Grant) \$750 would be used for advertising for the Fishing Tournament that was previously run by the Kiwanis Club but is now being taken on by the Gunnison Rotary Club. It brings a lot of people into Gunnison during the spring shoulder season. This first year will be a learning year for their club.

Shayla Fenti from **Project Hope of the Gunnison Valley** \$1,500 will be used to help provide domestic violence and sexual assault victims assistance in Gunnison. They also work with Western State, the Gunnison PD and Victims Advocate and with other entities in Gunnison.

Council thanked all of the entities for making their presentations on their funding requests. At a future meeting, Council will discuss and decide on the funding levels that will be available in the 2016 Budget.

Unfinished Business:

2016 Proposed Budget Discussion. (topic on all agendas until adoption). Finance Director Cowan informed Council they should have received a worksheet from him with all of the Grants and Contracts requests included. If they could make their recommendations on the spreadsheet and get that back to him, he will compile the data for discussion at a future meeting.

New Business:

Action to Excuse Councilor Drexel from Meeting.

Councilor Ferguson moved and Councilor Schwartz seconded the motion to excuse Councilor Drexel from this evening's meeting due to personal business.

Roll call vote, yes: Hagan, Morrison, Schwartz, Ferguson. Motion carried.

Roll call vote, no: None.

Set Public Hearing on Retail Marijuana Store Application from Gunnison Cannabis.

The applicant, Jeremiah Johnson, introduced himself to Council and told them he is looking forward to starting a business in Gunnison. City Clerk Davidson informed Council the City Attorney and City Staff have reviewed the application for a retail marijuana store from Gunnison Cannabis LLC dba Rocky Mountain Cannabis, to be located at 901 W. New York Avenue in the old H&H Towing building. Clerk Davidson stated she has received the conditional State license approval from the Colorado Marijuana Enforcement Division for this application. She is requesting setting the public hearing for the Regular Session meeting on December 8th. The premises will be posted and notification published in the newspaper as required.

Councilor Schwartz moved and Councilor Ferguson seconded the motion to set the public hearing on a retail marijuana store application from Gunnison Cannabis LLC, dba Rocky Mountain Cannabis, 901 W. New York Avenue in Gunnison for 7:15 P.M., Tuesday, December 8, 2015, in the City Council Chambers of City Hall.

Roll call vote, yes: Morrison, Schwartz, Ferguson, Hagan. Motion carried.

Roll call vote, no: None.

Set Public Hearing on Retail Marijuana Store Application from Growhouse Gunnison. City Clerk Davidson then informed Council the City Attorney and City Staff have also reviewed the application for a retail marijuana store from East River Management LLC dba Growhouse Gunnison, to be located at 811 N. Main Street in the Mountain Mutts store location. Despite the business name, the application is for a retail marijuana store and not for a grow operation. The City Clerk informed Council that Craig Clark, the applicant, was unable to come to the meeting but he sent a letter of introduction, a copy of which is at their place settings this evening. City Clerk Davidson stated she has received the conditional State license approval from the Colorado Marijuana Enforcement Division for this application. She is requesting setting the public hearing for the Regular Session meeting on December 8th following the previously set public hearing. The premises will be posted and the notification published in the newspaper as required.

Councilor Ferguson moved and Councilor Schwartz seconded the motion to set the public hearing on a retail marijuana store application from East River Management LLC dba Growhouse Gunnison located at 811 N. Main Street in Gunnison, for 7:30 P.M., Tuesday, December 8, 2015, in the City Council Chambers of City Hall.

Roll call vote, yes: Schwartz, Ferguson, Hagan, Morrison. Motion carried.

Roll call vote, no: None.

Letter of Support for Gunnison/Crested Butte Tourism Association's Application for a Colorado Parks & Wildlife Trails Maintenance Grant. City Clerk Davidson stated she had emailed Laurie with the Tourism Association and requested more information about the specific projects the grant funding would be utilized for and the emailed response was forwarded to Council.

Councilor Morrison moved and Councilor Ferguson seconded the motion to approve the Letter of Support for the Gunnison/Crested Butte Tourism Association's application for a Colorado Parks & Wildlife Trails Maintenance Grant and for all of Council to sign said letter.

Roll call vote, yes: Ferguson, Hagan, Morrison, Schwartz. Motion carried.

Roll call vote, no: None.

Ordinance and Resolutions:

Ordinance No. 16, Series 2015, Re: Major Change to PUD Standards to Include Museum as Permitted Use Within Gunnison Rising PUD Standards; 1st Reading. Councilor Ferguson introduced Ordinance No. 16, Series 2015, and it was read by title only by the City Attorney.

Councilor Ferguson moved and Councilor Morrison seconded the motion that Ordinance No. 16, Series 2015, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON APPROVING A MAJOR CHANGE TO AN EXISTING PLANNED UNIT DEVELOPMENT, TO AMEND TABLE 10.1: INDUSTRIAL MODIFIED DISTRICT PERMITTED USES AND PARKING SPACE REQUIREMENTS, TO INCLUDE A MUSEUM AS A PERMITTED USE WITHIN THE GUNNISON RISING PUD DEVELOPMENT STANDARDS**, be introduced, read, passed and ordered published on first reading this 27th day of October, 2015.

Roll call vote, yes: Hagan, Morrison, Schwartz, Ferguson. Motion carried.

Roll call vote, no: None.

City Attorney Kathleen Fogo: No report.

City Manager: Ken Coleman was absent.

Acting City Manager: Parks & Recreation Director Dan Ampietro: reported his six month report was included in their packets. Completion of the Parks & Recreation Master Plan, the completion of the Senior Addition to the Community Center and a new Events Coordinator were highlights. The Parks facilities continued to look good this year. They are a great crew. He includes reports for each of his supervisors since they know the day-to-day operations. Councilor Schwartz stated he liked the ideas in the Events report and would like to discuss and pursue some of those ideas. Director Ampietro stated he continues to work on the dog park and is building partnerships for that project. He is working with the Pioneer Museum regarding the fencing separating the dog park and the Museum grounds. He is also working with the Army Corp of Engineers and the Division of Parks and Wildlife concerning possible wetlands issues and sage grouse habitat on the property. Council thanked Director Ampietro for his thorough report.

City Clerk: Gail Davidson reminded Council about the Safe Streets public meeting this Thursday starting at 6pm at the Fred Field Center at the Rodeo Grounds.

Western State Colorado University Student Liaison Amy Davis: was absent.

Non-Scheduled Citizens: None.

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

Councilor Ferguson: reported he attended the One Valley Prosperity Project meeting and that group is prepping for the next public meeting to be held on Thursday, November 5th starting at 5:30 P.M. in the Western State Colorado University Ballroom. They are hoping to have a lot of people in attendance.

Councilor Morrison: informed Council she too attended the OVPP meeting. The November 5th public meeting is the wrap-up of the preliminary phase of the project. She attended the Chamber Board meeting. The downtown Trick or Treat event will be Friday starting at 3pm. The "Best of" Awards event was a better fundraiser this year. The Chamber is now prepping for the annual Greenback Exchange program.

Mayor Hagan: reported he will be attending the upcoming Safe Streets meeting on Thursday at the Fred Field Center. He will also be attending the Mayors/Managers meeting next week.

Councilor Schwartz: reported he had no meetings this week although he did attend the Planning Commission meeting last Wednesday. The P&Z approved an application for a waiver to the LDC for the Sportsmans' Liquor Store. They are remodeling the building and are removing a curb cut and want to increase the size of the cut along Tomichi. There was a lot of discussion on the waiver and he was the dissenting vote. He also did some Colorado Trail work last weekend. Councilor Schwartz informed Council he will be attending the Bicycle-Pedestrian meeting in Greeley on November 5th so he won't be in attendance at the OVPP meeting. Both CDOT and the Governor's Office representatives will be in attendance at the meeting in Greeley. Councilor Morrison stated she may attend the bicycle meeting in Greeley as well.

Councilor Ferguson requested that for a future work session agenda, he would like to discuss downtown transportation and increasing parking in the downtown area. The City should identify possible locations for additional parking and be ready to act on acquiring those locations if they become available. City Clerk Davidson and Finance Director Cowan indicated that a discussion on the Strategic Plan with Council's prioritization is set for next week's Work Session agenda. Increasing downtown parking is a component of the plan discussion.

Executive Session: Pursuant to C.R.S. § 24-6-402(4)(b) for the purpose of receiving legal advice from the City Attorney or any City-retained attorney on specific legal questions.

Councilor Schwartz 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)(b); for the purpose of receiving legal advice from the City Attorney on specific legal questions. The Executive Session is not open to the public and action may not be taken.

Roll call vote, yes: Schwartz, Ferguson, Hagan, Morrison. Motion carried.

Roll call vote, no: None.

Council went into Executive Session.

Council returned to the Regular Session meeting. Mayor Hagan stated: The time is now 9:34 P.M., and the Executive Session has been concluded. The participants in the Executive Session were: Mayor Richard Hagan, Councilor Leia Morrison, Councilor Matt Schwartz, Councilor Stu Ferguson, City Attorney Kathy Fogo, City Clerk Gail Davidson, Acting City Manager Dan Ampietro, Police Chief Keith Robinson and Police Captain Chris Wilson. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into Executive Session occurred during the Executive Session, or that any improper action occurred during the Executive Session in violation of the Open Meetings Law, I would ask that you state your concerns for the record. There were no comments made.

Possible Direction to City Staff, Re: Legal Matter Response.

Councilor Schwartz moved and Councilor Ferguson seconded the motion to authorize City Staff to write a letter to Mr. Heard and the Community addressing Mr. Heard's request for a further investigation into the death of his son, Dammion Heard.

Roll call vote, yes: Schwartz, Ferguson, Hagan, Morrison. Motion carried.

Roll call vote, no: None.

Adjournment: Mayor Hagan called for any further discussion from Council, Staff or the public, and hearing none, adjourned the meeting at 9:39 P.M.

Mayor

City Clerk

Outline for Discussion

Gunnison City Council – Tuesday, November 10, 2015

- I. Status of Housing Need in the Valley
 - a. Perceived “crisis” – economic development limits
 - b. Vacancies are EXTREMELY low
 - c. Organizing to expand housing opportunities
- II. One Valley Prosperity Project
 - a. Results of process
 - b. Regional focus for housing planning – 2016 Needs Assessment
 - c. Gathering of all players
- III. GVRHA Work Items – 2016
 - a. Finish Anthracite Place Construction
 - i. Full Lease-up by September 2016
 - ii. Construction budget proceeding well
 - b. Public-property Assessment
 - i. Determine likelihood for development
 - ii. Include all players in process
 - iii. Begin process to target next construction project
 - c. Homeownership Training & Downpayment Assistance
 - i. Regional Program – north and south valley
 - ii. Coordinated with Delta Housing Authority
 - iii. Fully operational in 2016
 - d. Assist Local and Regional Planning Bodies
 - i. Develop consistent planning strategies
 - ii. Incentivize private-sector housing production
 - iii. Promote balanced housing policies
 - e. Section 8 Expansion – 10% increase in vouchers 2015
 - f. Preserve & Improve Existing Housing Stock
 - i. Continued Mtn View Apartment renovation – 5 yr plan
 - ii. Housing Rehabilitation Program – 2nd year – expansion
 - iii. Weatherization Partnership
- IV. Conclusions

To: Gunnison City Council

From: Mike Lee – Systems Administrator

Date: November 5, 2015

Subject:

Region 10 – Broadband project update

Request for DOLA matching funds grant for FY 2016 & 2017

Phase 1 of the implementation Project Grant has been approved for funding by DOLA. Phase 1 is currently in DOLA contracting phase and once complete; RFPs for engineering will be released; followed by RFPs for construction/implementation.

Phase 2 Grant Costs include:

1. Leasing dark fiber from CenturyLink through an authorized reseller (Mammoth Networks) from Montrose to Gunnison. If dark fiber is not available the lease would change to lite fiber as a backhaul service. The costs of leasing the fiber will be part of the Region 10 operating costs.
2. Costs for installation and to make the fiber usable including required equipment.
3. New fiber from the CenturyLink Central Office to the City CNL (Carrier Neutral Location) at the City Police Department.
4. New fiber to the participating anchor institutions and required equipment.
5. City of Gunnison, Gunnison County and WSCU will use the existing fiber.
6. Leasing dark fiber from CenturyLink through an authorized reseller (Mammoth Networks) (Gunnison to Crested Butte). If dark fiber is not available the lease would change to lite fiber as a backhaul service. The costs of leasing the fiber will be part of the Region 10 operating costs.
7. Costs for installation and to make the fiber usable including required equipment.
8. New fiber from the CenturyLink Central Office to the Crested Butte CNL (Carrier Neutral Location) in the Crested Butte Marshall's office building.
9. New fiber to the participating anchor institutions and required equipment.

We are continuing to refine the costs for the project and the match amount for each participating institution.

Attached is a sample Memorandum of Understanding (MOU) between Region 10 and Delta County. The City of Gunnison would need to enter into a similar MOU to be included in the grant process. This would need to be approved at the November 17, 2015 Special meeting.

Thanks for your consideration of this very important project for the economic health of the Gunnison Valley.

Mike Lee

Systems Administrator



DELTA COUNTY, COLORADO

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AMENDED MEMORANDUM OF UNDERSTANDING
BETWEEN
REGION 10 LEAGUE FOR ECONOMIC ASSISTANCE AND PLANNING AND
(DELTA COUNTY, COLORADO)

This **AMENDED** Memorandum of Understanding (MOU) is between Region 10 League for Economic Assistance and Planning ("REGION 10"), 300 N Cascade, Montrose, CO and the (Delta County, 501 Palmer, Suite 227, Delta, CO 81416) ("Local Agency")

PREMISES

1. The Local Agency is a member of Region 10 League for Economic Assistance and Planning.
2. Region 10 recognized a need to improve telecommunication capabilities, capacity, reliability, and availability in the six county region in order to affect economic development, improve community anchor institutions efficiency and accessibility, and reduce telecommunication costs for community anchor institutions.
3. Region 10 initiated and recently completed the Region 10 Broadband Implementation Plan to provide telecommunication connection in participating communities to a regional network through a variety of economically viable and sustainable models.
4. Region 10 through leveraging of assets and building of middle mile networks and aggregating the demand for the entire region will enable the region and Local Agencies to have access to more accessible, abundant and affordable broadband services.
5. The Local Agency desires utilize this network for data service connectivity, internet access and other telecommunications services within the communities and region.
6. This MOU outlines the responsibilities of the parties pertaining to the Local Agency's participation in the fiber network.

IT IS HEREBY AGREED BY THE PARTIES THAT:

I. PURPOSE

To define the business relationship between the Local Agency and Region 10 in preparation for funding to assist in providing a regional broadband network.

II. STATEMENT OF RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Region 10 has the obligation to do the following:
 - A. Completion of the Regional Broadband Implementation Plan and Operations Costs Blueprint.
 - B. Complete and meet requirements to submit an application to the Colorado Department of Local Affairs to obtain funding assistance to build a regional network.
 - C. Assessing and collecting the matching funds committed by each Local Agency to complete the project.
 - D. Obtaining and/or building network services to agreed-upon anchor institutions and carrier neutral locations within the communities, with the intent that private

service providers will have the capability of accessing the network to provide 'last mile' services to the businesses and homes at reasonable rates.

- E. Complete the necessary agreements among the Local Agencies to efficient operate the network or transfer assets to the Local Agency.
2. The Local Agency has the obligation to do the following:
- A. Understand and participate in the development and implementation of the network within the Local Agency service area.
 - B. Agree to be assessed and remit payment of required matching funds as agreed upon by Region 10 and the Local Agency to obtain network assets within the Local Agency service area. Delta County agrees to match Department of Local Affairs grant in the amount of not to exceed \$738,519 for FY 2016 and 2017. **Delta County may revisit their participation in this agreement at any time, and specifically upon the determination by DOLA as to the status of the DMEA funds.**
 - C. The Local Agency agrees to participate in REGION 10 network discussion and future applications at the discretion of the Local Agency.

III. GENERAL PROVISIONS

- 1. This MOU shall become effective upon the date of the last signature by the authorized representative of both parties.
- 2. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement **60 days** after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project. **Should this agreement be terminated, Delta County shall only be required to pay their percentage of any work already completed at the time that notice is given.**
- 3. The duties and obligations of the MOU shall not be assigned, delegated or subcontracted by the Local Agency or Region 10 without the express written consent of the other party.

DELTA COUNTY COMMISSIONERS

J. Mark Roeber, Chair Delta County Board of Commissioners

By: J. Mark Roeber
Title: Chair Delta County BOCC
Date: 3/23/15

Region 10 League for Economic Assistance and Planning
Michelle Haynes, Executive Director

By: Michelle Haynes
Title: Exec Director
Date: 3/23/15



To: City Council
CC: City Manager Ken Coleman
From: City Clerk Gail Davidson
Date: November 5, 2015
RE: Set Special Session Meeting

Councilors:

Special Meetings of City Council may be called by written notice to the City Clerk by the Mayor or Council can set a Special Session by a motion, second and vote of the entire Council. Section 5.3 of the City Charter stipulates that the business to be transacted at a special session meeting be stated in either the Mayor's letter or in the motion to set the meeting.

Due to the cancellation of the Thanksgiving week Regular Session meeting on November 24, a Special Session meeting needs to be called to conduct business that would have been addressed at the November 24th meeting. Some of these items such as the first reading of the budget and mill levy ordinances, the change to the vendor fee ordinance and the letter regarding the Region 10/DOLA technology grant, are time sensitive and need to be completed before the end of the year. Therefore, listed below are the agenda items to be taken under consideration at the Special Session meeting on November 24th. A Work Session meeting will take place after the Special Session. Please let me know if you have any questions regarding this process. Thank you, Gail

Action Requested of Council: A motion, second and vote to **Set a Special Session meeting of City Council for Tuesday, November 17, 2015, at 7:00 P.M. for consideration of the following agenda items:**

- **Presentation of Econometrics Analysis of Sales Tax Revenue by WSCU Intern Jacob Weiss**
- **Ord. 18, Series 2015, Re: Setting the 2015 Mill Levy, 1st Reading**
- **Ord. 19, Series 2015; Re: 2016 City Budget, 1st Reading**
- **Ord. 20, Series 2015; Re: Additional Appropriations to the 2015 City Budget, 1st Reading**
- **Ord. 21, Series 2015; Re: Amending Municipal Code Section 3.10.050 Vendor liable for tax; to change the sales tax vendor fee**
- **Regular Session Meeting minutes of November 10, 2015**
- **Finance Department Semi-Annual Report**

LEASE AGREEMENT

The City of Gunnison, a Colorado home-rule municipality (“Landlord”) and Erin McKenzie and Daniel Bruce (“Tenant”), agree as follows:

Premises.

1. Premises. Landlord, for and in consideration of the rents to be paid herein and the covenants, agreements, and conditions hereinafter listed to be kept and performed by Tenant, by these presents does demise and lease unto the Tenant, and the Tenant does hereby take and hire from the Landlord for the term and upon the terms and conditions hereinafter set forth, real property described as follows: 1325 W. Tomichi Avenue, Gunnison, CO 81230 (the “Premises”).

Term.

2. Term. The term of this Lease shall begin at noon on November 6, 2015, and shall be a month-to-month lease with an end date no later than noon on November 5, 2016.

Rent.

3. Rent. Tenant agrees to pay Landlord rental in monthly installments of \$750.00 per month, in advance, on or before 12:00 o'clock noon, on the sixth (6th) day of each calendar month during said term, at City Hall, 201 W. Virginia Avenue, P.O. Box 239, Gunnison, Colorado, without notice. Any payment not received by the 6th of the month shall be subject to a \$10.00 late fee. The rent payable under this Lease is a joint and several obligation of all tenants on the Lease, meaning each person individually is responsible for the full payment of the rent each month, and if rent is unpaid and collection becomes necessary, Landlord may seek the full amount due from each tenant until such time as the obligation is paid.

Security Deposit/Last Month’s Rent.

4. Security Deposit. Upon execution of this Lease, Tenant deposits with Landlord \$500.00, receipt of which is acknowledged by Landlord, and which shall be retained by Landlord as security for the payment by Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions, and covenants of this Lease. If at any time during the term of this Lease Tenant shall be in default in the performance of any of the provisions of this Lease, Landlord shall have the right to use said deposit or so much thereof as necessary in payment of any rental in default and in payment of any damages sustained by Landlord on the Premises, except due to normal wear and tear, and in payment of any cleaning that must be done if the Premises are not left clean. Within sixty (60) days after termination of this Lease, or after

Tenant vacates the Premises, whichever occurs last, Landlord shall mail to Tenant at Tenant's last known address a written statement listing the exact reasons for the retention of any portion of the security deposit, together with so much of the security deposit, without interest, as has not been retained by Landlord. The security deposit may be applied to rent due under this Lease only at Landlord's option.

Tenant shall pay rent for the last month of the term of the lease in the amount of \$750.00, the receipt of which is acknowledged by Landlord. The last month's payment shall not be refunded unless this Lease is terminated prior to the end of the term by mutual agreement of the parties.

Animals.

5. Animals. Tenant shall keep no domestic or other animals on or about the Premises without the prior written consent of Landlord. Landlord has given permission for Tenant to keep one (1) pet on the premises.

Utilities.

5. Utilities. Tenant shall be responsible for arranging for and paying for utility services required on the Premises and shall indemnify Landlord against any liability or damages on such account.

Quiet Enjoyment.

6. Quiet Enjoyment. Upon paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Unless due to Landlord's negligence or unless Landlord has failed to make repairs within a reasonable time after receipt of notice from Tenant, Landlord shall not be liable for injury to person (including death) or damage to property resulting from steam, gas, electricity, water, rain, or snow that may flow or leak from any part of the Premises or from any pipes, appliances, or plumbing work from the street or subsurface, or from any other place.

Use of Premises.

7. Use of Premises. The Premises shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession or trade of any kind. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises and the sidewalks connected thereto during the term of this Lease. There shall be no smoking of any substance within the Unit by any person at any time. Failure to adhere to this

prohibition shall constitute a default under the terms of this Lease. There shall not be any marijuana grown on the premises.

Condition of the Premises.

8. Condition of the Premises. Tenant has examined the Premises, including the immediate grounds surrounding the Premises, and agrees that they are, at the time of this Lease, in good order and repair and in a safe, clean and habitable condition. Tenant and Landlord have executed a Rental Unit Checklist dated November 6, 2015, which is attached hereto.

9. Maintenance and Repair.

9.1. Tenant shall use the portion of the Premises under Tenant's control in a reasonably clean and safe manner. Tenant fails to maintain the Premises in a reasonably clean and safe manner when the Tenant substantially fails to:

- a. Comply with obligations imposed upon Tenant by applicable provisions of building, health, and housing codes materially affecting health and safety;
- b. Keep the Premises reasonably clean, safe, and sanitary as permitted by the conditions of the Premises;
- c. Dispose of ashes, garbage, rubbish, and other waste from the Premises in a clean, safe, sanitary, and legally compliant manner;
- d. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances in the Premises;
- e. Conduct himself or herself and require other persons in the Premises within the Tenant's control to conduct themselves in a manner that does not disturb their neighbors' peaceful enjoyment of the neighbors' property; or
- f. Promptly notify Landlord if the Premises is uninhabitable as defined in Section 24 below or if there is a condition that could result in the Premises' becoming uninhabitable if not remedied.

Tenant shall not knowingly, intentionally, deliberately, or negligently destroy, deface, damage, impair, or remove any part of the Premises or knowingly permit any person within Tenant's control to do so.

9.2. Landlord shall be responsible for the maintenance and repair of all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises. More specifically, (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear; (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces or acts of God, or by fire not caused by Tenant; and (iii)

any repairs, improvements, or maintenance that are required by applicable state and local laws, ordinances, rules, and regulations. Notwithstanding the foregoing provisions of the Lease, if repairs, replacements, restorations, or maintenance have been necessitated by Tenant's intentional, reckless, or negligent use, misconduct, or abuse of the Premises, improvements, or systems then Tenant shall be responsible for the cost and expense for repairs, improvements, or maintenance occasioned by such acts or omissions.

Tenant shall be responsible for all day-to-day repairs, maintenance and cleaning of the interior of the Premises, including the immediate yard area surrounding the Premises.

9.3. If the parties agree in a separate writing for the Tenant to be responsible for certain repairs and maintenance beyond those articulated to be Tenant's responsibility in Section 9.1 above, then the responsibilities of the Landlord as set forth in Section 9.2 shall be modified accordingly.

Alteration and Improvements.

10. Alteration and Improvements. Tenant shall make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and moveable personal property, shall, unless otherwise provided by written agreement between the Landlord and Tenant, be the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease, and if any improvement or fixture is removed pursuant to a written agreement between Landlord and Tenant, Tenant shall, after removal, restore the Premises to their condition prior to the installation of the improvement or fixture.

Damage to Premises.

11. Damage to Premises. If the Premises, or any part thereof, shall be damaged by fire or other casualty not due to negligence or willful act of Tenant, their family, agent, or visitor, and Landlord shall decide to rebuild or repair the Premises, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been uninhabitable. If the Premises should be damaged other than by negligence or willful act of Tenant, family, agent, or visitor and Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.

Dangerous Materials.

12. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Right of Entry.

14. Right of Entry. Landlord and his agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises for the purpose of inspecting the Premises, for making any repairs or alterations thereto that Landlord deems necessary or desirable, or to show the Premises to any prospective tenant or purchaser.

Tenant's Covenants.

15. Tenant's Covenants. Tenant also covenants and agrees as follows:

15.1. To use the Premises for no purpose prohibited by the laws of the United States, or the State of Colorado, or the ordinances of the City and the County in which the Premises are located, and all police, fire, and sanitary regulations imposed by any municipal, state, or federal authority, either now in force or hereafter enacted, and for no improper or questionable purposes whatsoever;

15.2. To keep no roomers, boarders, or long-term guests, without the prior written consent of Landlord;

15.3. To place no additional or change any locks upon any doors of the Premises;

15.4. Not to commit, permit, or suffer any objectionable or disorderly conduct, noise, or nuisance whatsoever about the Premises on the part of Tenant or on the part of members of his family or guests;

15.5. That this Lease shall be subject and subordinate at all times to the lien of all existing mortgages and trust deeds and all mortgages and trust deeds that hereafter may be made a lien on the Premises, and to execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages or trust deeds as shall be desired by any mortgagee, and further hereby appoints Landlord his attorney-in-fact, irrevocably, to execute any such instrument for Tenant;

15.6. Not to install or permit to be installed on the Premises any waterbed or mattress, or any other form of water-filled furniture;

15.7. To remove all personal property from the Premises upon termination of this Lease, and if Tenant shall have vacated the Premises, or if the rent shall remain unpaid for fifteen (15) days after the same is due and Landlord cannot locate Tenant after reasonable effort, any personal

property remaining on the Premises shall be conclusively presumed to have been abandoned by Tenant, and Landlord may treat said property as his own, or may dispose of said property in any manner whatsoever, without liability or accountability to Tenant.

15.8. Tenant shall maintain hazard insurance covering damage to Tenant's personal property, and Landlord shall have no liability for damage to Tenant's personal property from whatever cause.

Display of Signs.

16. Display of Signs. Landlord reserves the privilege of displaying on the Premises "For Sale" and "For Rent" signs.

Holdover by Tenant.

17. Holdover by Tenant. Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminable on ten (10) days' written notice served by either Landlord or Tenant on the other party.

Surrender of Premises.

18. Surrender of Premises. At the expiration of the Lease term, Tenant shall quit and surrender the Premises in good repair and condition, reasonable use and wear thereof and any damages by the elements excepted. Tenant shall surrender the keys given to Tenant for exterior doors to the Premises.

Abandonment.

19. Abandonment. If at any time during the term of this Lease Tenant abandons the Premises, Landlord may at his option enter the Premises by any means without being liable for any prosecution therefor, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that had been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and net rent for such period realized by Landlord by means of such reletting.

Default.

20. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance or compliance with any other

term or condition hereof, Landlord may reenter the Premises and remove all persons therefrom, and either sue Tenant for damages for breach of his obligations under this Lease, or without terminating this Lease, relet the Premises on such conditions as Landlord may deem best, collect and receive the rent therefor, in which event, the rents received shall be applied first to the expenses of repossession, reletting, and collection, alteration costs, and expenses of preparing the Premises for reletting, and thereafter toward payment of the rental and of any other amounts payable by Tenant to Landlord. In no event shall Landlord be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. If the sum realized upon reletting shall not be sufficient to pay Tenant's obligations hereunder, Tenant will pay to Landlord any such deficiency as it accrues. No reentry of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is mailed to Tenant at Tenant's last known address. The enumeration of the foregoing remedies does not exclude any other remedy, but all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Tenant has corrected the default or breach.

Assignment and Subletting.

21. Assignment and Subletting. Without the prior written consent of Landlord, Tenant shall not assign this Lease or sublet or grant any concession or license to use the Premises or any part thereof. Consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Lease.

Notice to Landlord.

22. Notice to Landlord. Tenant agrees to give Landlord prompt written notice of any condition of the Premises that Tenant believes requires repair or maintenance or that Tenant believes renders the Premises uninhabitable or dangerous or hazardous to the life, health, or safety of the occupants of the Premises.

Warranty of Habitability.

23. Warranty of Habitability. Landlord warrants that the Premises are fit for human habitation. Landlord shall be deemed to breach this warranty in the event that:

23.1. The Premises is uninhabitable as described in Section 24 below (or in § 38-12-505, C.R.S., as it may be amended) or otherwise unfit for human habitation; and

23.2. The Premises is in a condition that is materially dangerous or hazardous to the Tenant's life, health, or safety; and

23.3. The Landlord has received written notice of the condition described above in subsections 23.1 or 23.2 and has failed to cure the problem within a reasonable time.

24. Uninhabitable Residential Premises.

24.1. Section 38-12-505(1), C.R.S., provides that the Premises is deemed uninhabitable if it substantially lacks any of the following characteristics:

a. Waterproofing and weather protection of roof and exterior walls maintained in good working order, including unbroken windows and doors;

b. Plumbing or gas facilities that conformed to applicable law in effect at the time of installation and that are maintained in good working order;

c. Running water and reasonable amounts of hot water at all times furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law;

d. Functioning heating facilities that conformed to applicable law at the time of installation and that are maintained in good working order;

e. Electrical lighting, with wiring and electrical equipment that conformed to applicable law at the time of installation, maintained in good working order;

f. Common areas and areas under the control of the Landlord that are kept reasonably clean, sanitary, and free from all accumulations of debris, filth, rubbish, and garbage and that have appropriate extermination in response to the infestation of rodents or vermin;

g. Appropriate extermination in response to the infestation of rodents or vermin throughout the Residential Premises;

h. An adequate number of appropriate exterior receptacles for garbage and rubbish, in good repair;

i. Floors, stairways, and railings maintained in good repair;

j. Locks on all exterior doors and locks or security devices on windows designed to be opened that are maintained in good working order; or

k. Compliance with all applicable building, housing, and health codes, which, if violated, would constitute a condition that is dangerous or hazardous to Tenant's life, health, or safety.

24.2. If the Premises include areas used by Tenant and other occupants of Landlord's property ("Common Area"), no deficiency in the Common Area renders the Premises uninhabitable as set forth in section 38-12-505, C.R.S., unless it materially and substantially limits the Tenant's use of the portion of the Premises under Tenant's control.

24.3. Notwithstanding the foregoing, when any condition described above is caused by misconduct of the Tenant, a member of the Tenant's household, a guest, or invitee of the Tenant, or a person under the Tenant's direction or control, the condition shall not constitute a breach of Landlord's warranty of habitability. It shall not be misconduct by a victim of domestic violence or domestic abuse, if the condition is the result of domestic violence or domestic abuse, and the Landlord has been given written notice and evidence of domestic violence or domestic abuse as described in section 38-12-402(2)(a), C.R.S.

25. Miscellaneous.

25.1. The covenants and conditions herein contained shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

25.2. This Lease is the entire agreement of the parties hereto and may not be modified except by their written agreement.

25.3. In case of any violation of this Lease by Tenant wherein Landlord engages an attorney to enforce this Lease, Tenant shall be liable for such reasonable attorney's fees that may be incurred by Landlord.

25.4. Wherever required by the context, the singular number and the plural number shall each be deemed to include the other, and the masculine, neuter and feminine genders shall each be deemed to include the other genders.

25.5. This Lease shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease on this day of November 6, 2015.

LANDLORD:
City of Gunnison, a Colorado home-rule
municipality

TENANT:

By: Date

Erin McKenzie Date

Attest:

Gail Davidson, City Clerk

Daniel Bruce Date

**LAZY K CABIN RENTAL UNIT
CHECKLIST**

Unit Address: 1325 W. Tomichi Avenue

Date of Inspection: 11/06/15

Be sure to inspect the unit thoroughly and mark any damage that can be found. Proper inspection before signing the lease can ease the moving out process for all parties involved.

Living Area

General Cleanliness _____
Walls _____
Ceiling _____
Floor/Carpet _____
Baseboards _____
Windows/Screens _____
Light Fixtures _____
Thermostat/Baseboard Heaters _____
Gas Fireplace _____
Closet _____
Back Door _____
Other _____

Bathroom

General Cleanliness _____
Walls _____
Ceiling _____
Toilet and Lid _____
Cabinet/Mirror/Shelves _____
Sink _____
Sink Faucets _____
Plumbing _____
Floor/Tile _____
Baseboards _____
Electrical Outlets _____
Light Fixtures _____
Exhaust Fan _____
Door _____
Other _____

Kitchen Area

General Cleanliness _____
Walls _____
Ceiling _____
Floor/Carpet _____
Baseboards _____
Windows/Screens _____
Electrical Outlets _____
Light Fixtures _____

Kitchen Area continued

Refrigerator Exterior _____
Refrigerator Interior _____
Freezer _____
Sink/Faucets _____
Disposal and Switch _____
Dishwasher _____
Stove Hood/Light/Fan _____
Stove Burners/Knobs _____
Exhaust Fan _____
Oven Interior _____
Countertops _____
Cabinets/Drawers _____
Front Door _____

Bedroom #1

General Cleanliness _____
Walls _____
Ceiling _____
Floor/Carpet _____
Baseboards _____
Windows/Screens _____
Electrical Outlets _____
Light Fixtures _____
Closet Doors _____
Closet Shelves/Rods _____
Exterior Door _____
Other _____

Bedroom #2

General Cleanliness _____
Walls _____
Ceiling _____
Floor/Carpet _____
Baseboards _____
Windows/Screens _____
Electrical Outlets _____
Light Fixtures _____
Closet Doors _____
Closet Shelves/Rods _____

Exterior of Unit

General Cleanliness _____
Roof _____
Paint _____
Lawn _____
Sidewalks _____
Porch/Patio _____
Downstairs Deck _____
Upstairs Deck _____
Other _____

Additional Comments – Be Specific

This Unit at 1325 W. Tomichi Avenue, has been inspected for damages by the tenant(s) and/or landlord. This document will be used as a reference at the end of the specified tenancy to rate the overall condition that the tenant(s) leave(s) the premises. Copies of this document should be kept on file by the tenant(s).

Signed,

Tenant Date

Tenant Date

Tenant Date

Landlord Date

**RESOLUTION NO. 20
SERIES 2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON,
COLORADO, CANCELING THE REGULAR SESSION MEETINGS
SCHEDULED FOR NOVEMBER 24, 2015 AND DECEMBER 22, 2015**

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

WHEREAS, the City Council wants to cancel two such meetings, initially scheduled for Tuesday, November 24, 2015 and December 22, 2015.

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

The Regular Session meetings of the City Council scheduled for Tuesday, November 24, 2015, and Tuesday, December 22, 2015, are canceled to allow Councilors to be out of town for the Thanksgiving and the Christmas Holidays.

INTRODUCED, READ, PASSED AND ADOPTED by the City Council of the City of Gunnison, Colorado, this 10th day of November, 2015.

Mayor

(SEAL)

City Clerk

**ORDINANCE NO. 16
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON APPROVING A MAJOR CHANGE TO AN EXISTING PLANNED UNIT DEVELOPMENT, TO AMEND TABLE 10.1: INDUSTRIAL MODIFIED DISTRICT PERMITTED USES AND PARKING SPACE REQUIREMENTS, TO INCLUDE A MUSEUM AS A PERMITTED USE WITHIN THE GUNNISON RISING PUD DEVELOPMENT STANDARDS

WHEREAS, Section 10.7 H. 1. (Major Changes), of the *City of Gunnison Land Development Code*, states that changes altering the concept or intent of the planned unit development including increased density may be approved only by submission and reconsideration of a new PUD zoning plan and supporting data, which is processed by following Section 10.3 (Procedures) of the *City of Gunnison Land Development Code*, and

WHEREAS, Steven Westbay, Community Development Director has filed an application with the City of Gunnison, Colorado, seeking approval of a Major Change to an existing PUD; and

WHEREAS, Section 10.7 C. of the *City of Gunnison Land Development Code* states that approval of a PUD constitutes a zone district amendment and approval may only occur if the application meets the majority of the PUD Purposes (Section 10.7 A.), all PUD Standards (10.7 E.) and all Review Standards for Map Amendments (Section 10.6); and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison, Colorado, held a public hearing on said application pursuant to Section 6.7 (Provisions of Public Notice) of the *Land Development Code*, on September 23, 2015; and

WHEREAS, on September 23, 2015 the Planning and Zoning Commission of the City of Gunnison reviewed the PUD Purposes, PUD Standards and Review Standards for Map Amendments and recommended approval of the PUD Major Change application to the City Council based on findings of fact established through the proceedings record; and

WHEREAS, the City Council of the City of Gunnison, Colorado, held a public hearing on the Major Change application to the PUD on October 27, 2015.

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

Section 1. Based upon the application seeking a Major Change to an existing PUD of the property hereinafter described, the evidence presented to the City Council during the public hearing on the application, the recommendation of the Planning and Zoning Commission of the City of Gunnison, Colorado, the City Council hereby finds as follows:

- A. The *Gunnison Rising PUD Development Standards* (November 2009) were previously approved by City Council and recorded with the Gunnison County Clerk and Recorder in association with the Gunnison Rising Annexation.
- B. The record of this action includes the application contents on file with the City of Gunnison; all comments entered into the Public Hearing record; and provisions of the *City of Gunnison Land Development Code* and the *City of Gunnison Master Plan, Gunnison Rising Annexation Agreement* (December 3, 2009), the *Supplement to Annexation Agreement* (September 14, 2010), *Second Supplement to Annexation Agreement* (July 26, 2011), and the *Gunnison Rising PUD Development Standards*.
- C. The *Gunnison Rising PUD Development Standards* (November 2009) were approved by City Council and recorded with the Gunnison County Clerk and Recorder in association with the Gunnison Rising Annexation.

- D. A major change to a PUD may be approved only by submission and reconsideration of a new PUD zoning plan and supporting data.
- E. The Major Change amends Table 10.1, Industrial Modified District Permitted Uses and Parking Space Requirements to include museums as a permitted use.
- F. The amendment does not alter the purposes of a PUD (*LDC*, Section 10.7 A.) and zoning previously reviewed and approved by City Council.
- G. A museum use is appropriate and compatible with other permitted uses within the IM District.
- H. Community benefits are increased as a result of this Major Change because the Pioneer Museum will be able to expand their operation that is an attraction for tourism, provides community education and helps to enhance the City's entrance.
- I. Richard Bratton, representing the Gunnison Valley Partnership, L.L.C., stated that they fully support this Major Change.
- J. The approval of this Major Change will be a positive attribute for the protection of the community's health, safety and welfare.

Section 2. Based on the foregoing findings of the City Council of the City of Gunnison, Colorado, the City Council hereby determines that the approval of the Major Change to the previously approved PUD on the property herein described is in the best interests of the City of Gunnison, Colorado, and its citizens.

Section 3. The Major Change to the PUD, as described in Section 1, subparagraph E, is hereby approved and shall be amended in the *Gunnison Rising PUD Development Standards* (November, 2009).

Section 4. The legal description of the real property which comprises said PUD is as set forth in Exhibit A, attached hereto and incorporated herein by this reference, located in the City of Gunnison, County of Gunnison, State of Colorado.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this 27th day of October, 2015, on first reading, and introduced, read, and adopted on second and final reading this 10th day of November, 2015.

Mayor

(SEAL)

ATTEST:

City Clerk

Published by title in the
Gunnison Country Times Newspaper
November 5, 2015

EXHIBIT A

Overall PUD Zoning Description:

A tract of land situated in Section 1, Township 49 North, Range 1 West, Section 36, Township 50 North, Range 1 West, Sections 5 & 6, Township 49 North and Sections 30 & 31, Township 50 North, Range 1 East, New Mexico Principal Meridian, Gunnison County, State of Colorado, more particularly described as follows:

Beginning at the E $\frac{1}{4}$ corner of said Section 31; Thence S 00°23'38" W 1324.57 Ft. to the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31; Thence S 89°43'41" W 1339.66 Ft. to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 31; Thence S 00°06'24" W 1364.37 Ft. to the South Right-of-Way of U.S. Highway 50; Thence N 89°47'13" E 1335.75 Ft. along said South Right-of-Way; Thence N 89°46'08" E 2629.52 Ft. along said South Right-of-Way to a curve; Thence 568.43 Ft. along the arc of a curve to the right along said South Right-of-Way having a radius of 1382.50 Ft., a central angle of 23°33'29" and a chord of S 80°51'50" E 564.44 Ft. to a reverse curve; Thence 897.91 Ft. along the arc of a curve to the left along said South Right-of-Way having a radius of 1005.00 Ft., a central angle of 51°11'25" and a chord of S 83°46'55" E 868.34 Ft. to a compound curve; Thence 278.27 Ft. along the arc of a curve to the left along said South Right-of-Way having a radius of 1980.00 Ft. a central angle of 08°03'09" and a chord of N 83°10'10" E 278.04 Ft.; Thence S 67°42'16" W 53.30 Ft.; Thence S 40°54'57" W 145.71 Ft.; Thence S 23°32'39" W 126.67 Ft.; Thence S 04°53'25" E 223.24 Ft.; Thence S 03°24'52" W 398.71 Ft.; Thence S 85°33'42" W 700.92 Ft.; Thence N 66°21'06" W 93.44 Ft.; Thence N 58°06'04" W 191.98 Ft.; Thence S 68°05'02" W 44.26 Ft.; Thence N 85°52'10" W 94.86 Ft.; Thence N 48°17'08" W 297.80 Ft.; Thence S 89°20'32" W 198.37 Ft.; Thence S 57°04'57" W 163.61 Ft.; Thence S 31°48'25" W 68.93 Ft.; Thence N 74°42'38" W 467.51 Ft.; Thence S 73°08'43" W 414.66 Ft.; Thence N 60°44'16" W 376.57 Ft.; Thence S 85°00'41" W 740.78 Ft.; Thence S 86°55'49" W 1238.95 Ft.; Thence S 86°09'44" W 1447.72 Ft.; Thence S 07°27'36" W 470.05 Ft.; Thence S 61°10'21" W 472.51 Ft.; Thence N 01°10'36" W 131.32 Ft.; Thence S 89°46'10" W 704.62 Ft. to a Point on the East boundary of the Gunnison County Airport Property Conveyed to Gunnison County by court order, recorded May 29, 2002 at reception number 520716; Thence N 16°24'30" W 1182.48 Ft. along said Airport Boundary; Thence S 73°35'30" W 2887.24 Ft. along said Airport Boundary to the West line of Government Lot 1 of said Section 1;

Thence N 00°08'15" W 637.48 Ft. along the West line of Government Lot 1 of said Section 1 to the Southerly line of the Pioneer Society Addition to the City of Gunnison; Thence N 59°40'00" E 992.74 Ft. along said Addition to the South Right-of-Way of U.S. Highway 50; Thence N 89°45'50" E 31.74 Ft. along said South Right-of-Way; Thence N 00°14'10" W 10.00 Ft. along said South Right-of-Way; Thence N 89°45'50" E 422.59 Ft. along said South Right-of-Way; Thence N 00°19'28" E 199.26 Ft. to the South line of the Wilson Subdivision; Thence N 89°44'13" E 298.29 Ft. to the Southeast corner of said Subdivision; Thence N 00°24'42" E 749.87 Ft. to the Northeast corner of said Subdivision; Thence S 90°00'00" W 665.54 Ft. to the Northwest corner of said Subdivision; Thence N 00°20'16" E 160.44 Ft. to the North line of the Western State College tract of land described in Book 592 Page 374, Gunnison County Records; Thence S 89°59'20" W 354.96 Ft. to the Northwest corner of said tract of land; Thence N 00°20'16" E 573.73 Ft. to the Northwest corner of the E $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 36; Thence N 89°59'34" E 723.64 Ft. to the East line of said Section 36; Thence N 00°25'34" E 998.76 Ft. to the East $\frac{1}{4}$ corner of said Section 36; Thence N 00°16'22" W 1408.93 Ft. to a point on the West line of Section 31; Thence S 53°25'47" E 1135.40 Ft.; Thence S 89°58'56" E 366.73 Ft.; Thence N 00°33'12" W 1911.81 Ft. to the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31; Thence N 22°23'07" E 572.25 Ft.; Thence S 88°48'33" E 267.61 Ft.; Thence S 21°46'27" E 386.90 Ft.; Thence S 10°59'31" E 483.90 Ft.; Thence S 29°21'37" E 1146.79 Ft. to the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31; Thence N 89°39'15" E 820.64 Ft.; Thence S 35°58'54" E 582.64 Ft.; N 89°39'15" E 536.57 Ft.; Thence S 35°50'18" E 1042.33 Ft.; Thence N 89°41'54" E 272.84 Ft. to the Point of Beginning containing 636.91 Acres, more or less.

**ORDINANCE NO. 17
SERIES 2015**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO AMENDING TITLE 8 BUSINESS REGULATION, CHAPTER 8.50 MARIJUANA BUSINESS LICENSING REGULATIONS, SECTION 8.50.020 APPLICATION AND LICENSE FEE REQUIRED, OF THE CITY OF GUNNISON MUNICIPAL CODE

WHEREAS, the City Council of the City of Gunnison, Colorado, passed Ordinance No. 5, Series 2015, establishing rules, standards and policies for licensing and regulating the use of land within the boundaries of the City of Gunnison for the retail sale, cultivation, manufacturing, and testing of marijuana and marijuana products; and

WHEREAS, Ordinance No. 5, Series 2015, became effective July 6, 2015, and the City has been accepting and processing applications for retail marijuana stores; and

WHEREAS, there has been confusion among applicants whether they must pay an application fee to the City above and beyond the application fee required by the State of Colorado, one-half of which is then remitted to the City; and

WHEREAS, Council wishes to clarify the issue by amending Section 8.50.020 of the Gunnison Municipal Code to make it clear that the City requires an application fee to be paid in addition to the fee collected by the State of Colorado, one-half of which is then remitted to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO THAT:

Section 1. Title 8 Business Regulation, Chapter 8.50 Marijuana Business Licensing Regulations 8.50.020 Application And License Fee Required, is hereby amended to state:

An applicant shall pay the City application fee and license fee when the City application is filed. City Council shall set these fees by Resolution. The application fee paid by an applicant to the City is in addition to the application fee paid to the State of Colorado, one-half of which is then remitted to the City. If an application is later withdrawn, the City shall refund the license fee paid by the applicant. All application fees are nonrefundable.

Section 2. Severability. 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 10th day of November, 2015, on first reading, and introduced, read, and adopted on second and final reading this ____ day of _____, 2015.

Mayor

(SEAL)
ATTEST:

City Clerk

Published by title in the
Gunnison Country Times Newspaper
November 19, 2015