

GUNNISON CITY COUNCIL AGENDA

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

TUESDAY,

JANUARY 19, 2016

WORK SESSION

7:00 P.M.

- | | | |
|------------------|----|--|
| 7:00 – 7:15 P.M. | A. | Discussion on 2016 Budget-Approved Contracts for Service and Continuing Challenge Grants – Finance Director Ben Cowan |
| 7:15 – 7:35 P.M. | B. | Update on City Nuisance Code Rewrite - Police Chief Keith Robinson |
| 7:35 – 7:45 P.M. | C. | 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. |
| 7:45 – 8:00 P.M. | D. | City Staff Reports, Council Discussion, Meeting Reports, Items for Future Work Session |
| | E. | Adjournment |

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

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



Memorandum

To: City Council
From: Ben Cowan
Date: 1/8/2016
Re: 2016 Contracts for Service

Attached is a template agreement for the 2016 Contracts for Service.

Please note the agreements are the same for each organization in the Contracts for Service category (with the exception of the Gunnison Country Chamber of Commerce). Therefore, a blank agreement is attached for your review.

Representatives of those organizations have been notified of the Council meeting, but made aware their attendance is not necessary unless they have concerns regarding the agreement.

2016 Contracts for Service

Center for Adult & Family Education	1,500
Colorado Water Workshop	1,000
Gunnison Council for the Arts (Gunnison Arts Center)	25,000
Gunnison Country Food Pantry	5,000
Gunnison County Pioneer and Historical Society	5,000
Gunnison Nordic Club, Inc.	1,000
Gunnison Valley Animal Welfare League	1,000
Gunnison Valley Health Foundation	1,800
Gunnison Valley Regional Housing Authority	36,000
Project Hope	1,500
Saferide of Gunnison, Inc.	4,000
Six Points Evaluation & Training, Inc.	2,500
Western State Colorado University Communications	<u>10,000</u>
TOTAL	\$95,300

Please note that the Council has also committed to the housing needs assessment. As soon as the project cost has been determined (a planning grant is also being pursued from the Department of Local Affairs), funding will be supported through the Economic Development line item in the Contracts for Service budget.

Requested Action: A motion to authorize the Mayor's signature on the Memorandums of Agreement for the above organizations; and to authorize the release of the budgeted 2016 funds for these programs.

CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this _____ day of _____, 2016, is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and «FullNameCAPS», a non-profit corporation of the State of Colorado, hereinafter called "«ShortName»".

RECITALS

WHEREAS, the CITY has instituted a Challenge Grant program for which all public entities or private non-profit entities are eligible for challenge grants from the CITY, the purpose of which is to increase tourism and the attendant sales tax revenue to the CITY; and

WHEREAS, the CITY has issued written criteria by which Challenge Grants will be granted; and

WHEREAS, the CITY has budgeted certain funds for the award of challenge grants; and

WHEREAS, «ShortName» has submitted an application for such challenge grant, and after due consideration thereof by the City Council of Gunnison, in public meeting, the CITY has awarded a Continuing Challenge Grant as hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY hereby agrees to provide the funds previously appropriated and budgeted to «ShortName» in the amount of «Words» («Amount»), within thirty (30) days of execution of this agreement.
- (b) This Agreement is subject to CITY making an annual budget appropriation in an amount sufficient to fund this Agreement. If CITY fails or refuses to make such an appropriation, CITY reserves the right to terminate this Agreement without penalty to «ShortName» pursuant to paragraph 10 of this Agreement.
- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2015 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) «ShortName» agrees acknowledge the financial support of the CITY in advertising and promotional literature. All promotional material shall contain the following statement: **“This event is made possible, in part, with the assistance of the Challenge Grant Program of the City of Gunnison.”**
- (b) «ShortName» agrees to provide CITY with a detailed synopsis of the event together with an accounting as to the revenues and expenditures no later than December 31, 2016. Such written synopsis must be provided to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (c) «ShortName» agrees that the sum provided by the CITY shall be expended in accordance with its continuing category challenge grant request.
- (d) «ShortName» agrees to not utilize City funds as a pass through to other City funded programs.

4. INDEMNIFICATION.

- (a) «ShortName» agrees to indemnify, defend and hold harmless CITY, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney’s and expert’s fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of «ShortName» or its employees, sub-contractors or agents in connection with this Agreement.
- (b) This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

5. INSURANCE.

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

- (a) Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by «ShortName» during the term of this Agreement.
- (b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00); and For an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00).

- (c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars (\$350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars (\$990,000.00) for any injury to two or more persons in any single occurrence.

6. INDEPENDENT CONTRACTOR.

- (a) In carrying out its obligations and activities under this Agreement, «ShortName» is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. «ShortName» does not have any authority to bind CITY in any manner whatsoever.
- (b) «ShortName» acknowledges and agrees that «ShortName» is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, «ShortName» is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with «ShortName» and, therefore, «ShortName» shall not delegate or assign its duties under this Agreement without the prior written consent of CITY which consent CITY may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

8. ILLEGAL ALIEN CERTIFICATION.

The Following Certifications are made by «ShortName» pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) «ShortName» shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to «ShortName» that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) «ShortName» has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) «ShortName» certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
- (d) If «ShortName» obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, «ShortName» shall be required to: (1) notify the subcontractor and the CITY within three days that «ShortName» has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subsection (1), the subcontractor does not stop employing or contracting with the illegal alien; except that «ShortName» shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to

establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

- (e) «ShortName» shall comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in Section 8-17.5-102(5).
- (f) If «ShortName» violates a provision of this Contract regarding requirements under Section 8-17.5-102(2), C.R.S., the CITY may terminate this Contract for a breach of the Contract. If the Contract is so terminated, «ShortName» shall be liable for actual and consequential damages to the CITY. In the event of termination under this provision, the CITY is required to notify the Secretary of State.

9. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

CITY: City of Gunnison
Community Development Department
201 W. Virginia Ave.
Gunnison, Colorado 81230
Phone: 970-641-8162

«ShortName»: «FullNameCAPS»
«Attn»
«Address»
«CityStateZip»

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

10. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

11. MISCELLANEOUS.

- (a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- (b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- (c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by CITY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

«FullNameCAPS»

By: _____

FullNameCAPS	ShortName	Attn:	Address	City_State_Zip	Words	Amount	Use
CENTER FOR ADULT & FAMILY EDUCATION	CAFÉ	Marsha Collins	225 N. Pine St.	Gunnison, CO 81230	One Thousand Five Hundred Dollars and No Cents	\$ 1,500.00	improvement of self-sufficiency, self-confidence, and employment opportunities among students through the development of functional English language skills and increasing enrollment and retention by offering relevant curricula and engaging students in meaningful educational activities
COLORADO WATER WORKSHOP	WATER WORKSHOP	Jeff Sellen	600 N. Adams, Western State CO University	Gunnison, CO 81230	One Thousand Dollars and No Cents	\$ 1,000.00	increasing attendance, developing engaging programming that addresses a range of current water issues in Colorado and the West, and continuing to grow revenue streams through sponsorships in order to support the development of an excellent program
GUNNISON COUNCIL FOR THE ARTS (GUNNISON ARTS CENTER)	ARTS CENTER	Carlie Kenton	102 S. Main St.	Gunnison, CO 81230	Twenty Five Thousand Dollars and No Cents	\$ 25,000.00	developing diverse and high quality visual and performing arts programming to be offered year round (including arts education for all ages, gallery exhibits, community theater, film, poetry and concert events. The ARTS CENTER will offer community oriented programming that encourages participation by as many community members as possible. The ARTS CENTER will increase the economic prosperity of the Gunnison valley by encouraging and enhancing the cultural experience of residents and visitors alike. By offering entertaining evening events, the ARTS CENTER will promote and drive downtown activity throughout the year
GUNNISON COUNTRY FOOD PANTRY	FOOD PANTRY	Jeanette Klepinger	PO Box 7111	Gunnison, CO 81230	Five Thousand Dollars and No Cents	\$ 5,000.00	the provision of nutritious food assistance for full-time citizens of Gunnison County (76% of whom live in the city) facing food insecurity due to unemployment/underemployment, medical and emergency situations. The FOOD PANTRY will provide food assistance to elementary and middle school children by working in collaboration with the Gunnison Watershed School District. The FOOD PANTRY will continue to assist retired full-time citizens of Gunnison on limited fixed incomes meet the rising cost of living through our Seniors Day program
GUNNISON COUNTY PIONEER AND HISTORICAL SOCIETY	MUSEUM	C.J. Miller	PO Box 824	Gunnison, CO 81230	Five Thousand Dollars and No Cents	\$ 5,000.00	fencing 8 acres of land, repairing and updating golf carts, and painting several buildings
GUNNISON NORDIC CLUB, INC.	GUNNISON NORDIC	Joellen Fonken	18 Columbine Rd.	Gunnison, CO 81230	One Thousand Dollars and No Cents	\$ 1,000.00	continuation of programming of clinics and educational nordic events for locals and visitors of Gunnison, grooming of designated nordic trails for free public use, and offering a grooming 101 event for interested parties
GUNNISON VALLEY ANIMAL WELFARE LEAGUE	GVAWL	Lora VanRenselaar	PO Box 1834	Gunnison, CO 81230	One Thousand Dollars and No Cents	\$ 1,000.00	aiding City residents in the sterilization of their companion animals
GUNNISON VALLEY HEALTH FOUNDATION	GVH-FOUNDATION	Nancy Osmundson	711 N. Taylor St.	Gunnison, CO 81230	One Thousand Eight Hundred Dollars and No Cents	\$ 1,800.00	provision of expanded pediatric occupational and speech therapies to the Gunnison Valley, provision of specialized interventions that the school system and other local organizations are unable to provide due to their limitations and regulations, and provision of more comprehensive and individualized treatment to children using specific toys that are effective with occupational and speech therapies
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY	GVRHA	Karl Fulmer	202 E. Georgia Ave.	Gunnison, CO 81230	Thirty Six Thousand Dollars and No Cents	\$ 36,000.00	operational funding of the GVRHA
PROJECT HOPE	PROJECT HOPE	Shayla Fenti	PO Box 1812	Gunnison, CO 81230	One Thousand Five Hundred Dollars and No Cents	\$ 1,500.00	enabling PROJECT HOPE clients to identify their immediate needs after working with PROJECT HOPE staff and volunteers; enabling PROJECT HOPE clients to increase skills of positive stress management and strategies by working with PROJECT HOPE staff and volunteers; broadening the communities knowledge of PROJECT HOPE and the services that are provided
SAFERIDE OF GUNNISON, INC.	SAFERIDE	Rob Whiting	PO Box 239	Gunnison, CO 81230	Four Thousand Dollars and No Cents	\$ 4,000.00	provision of free rides for the point to point taxi service to reduce drinking and driving
SIX POINTS EVALUATION & TRAINING, INC.	SIX POINTS	Daniel Bruce	PO Box 1002	Gunnison, CO 81230	Two Thousand Five Hundred Dollars and No Cents	\$ 2,500.00	playing an aggressive role in addressing affordable and accessible housing for SIX POINTS clients and supporting employment and vocational training programs for SIX POINTS clients so they become successful at their jobs in the community and in the Thrift Store
WESTERN STATE COLORADO UNIVERSITY COMMUNICATIONS	WESTERN	Brian Barker	600 N. Adams, Western State CO University	Gunnison, CO 81230	Ten Thousand Dollars and No Cents	\$ 10,000.00	boosting enrollment at WESTERN, raising awareness of WESTERN and Gunnison among consumers statewide who may decide to visit the Gunnison Valley, and boosting WESTERN and Gunnison's reputation statewide



Memorandum

To: City Council
From: Ben Cowan
Date: 1/8/2016
Re: 2016 Continuing Challenge Grants

Attached is a template agreement for the 2016 Continuing Challenge Grants.

Please note the agreements are the same for each organization in the Continuing Challenge Grant category. Therefore, a blank agreement is attached for your review.

Representatives of those organizations have been notified of the Council meeting, but made aware their attendance is not necessary unless they have concerns regarding the agreement.

2016 Continuing Challenge Grants

Gunnison Country Chamber of Commerce (Chamber Holidays)	2,000
Cattlemen's Days, Inc.	7,500
Gunnison Car Club	1,000
Rotary Club of Gunnison Fishing Tournament	750
Gunnison River Festival	<u>2,000</u>
TOTAL	\$13,250

Requested Action: A motion to authorize the Mayor's signature on the Continuing Challenge Grants for the above organizations; and to authorize the release of the budgeted 2016 funds for these programs.

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- (a) «ShortName» shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to «ShortName» that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;
- (b) «ShortName» has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program;
- (c) «ShortName» certifies that it will use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed;
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12. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

13. GOVERNING LAW.

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14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

15. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CITY OF GUNNISON, a Colorado
home-rule municipality

ATTEST:

By: _____
Richard Hagan
Mayor

Gail A. Davidson
City Clerk

«FullNameCAPS»

By: _____

FullNameCAPS	ShortName	Attn:	Address	City,State,Zip	Words	Amount
ROTARY CLUB OF GUNNISON	ROTARY	Lauren Holbrook	PO Box 1274	Gunnison, CO 81230	Seven Hundred Fifty Dollars and No Cents	\$ 750.00
GUNNISON CHAMBER OF COMMERCE	CHAMBER		500 E. Tomichi Ave.	Gunnison, CO 81230	Two Thousand Dollars and No Cents	\$ 2,000.00
CATTLEMEN'S DAYS, INC.	CATTLEMEN'S	Margo Patton Blair	PO Box 1203	Gunnison, CO 81230	Seven Thousand Five Hundred Dollars and No Cents	\$ 7,500.00
GUNNISON CAR CLUB	CAR CLUB	Mike Callihan	PO Box 7102	Gunnison, CO 81230	One Thousand Dollars and No Cents	\$ 1,000.00
GUNNISON RIVER FESTIVAL	RIVER FESTIVAL	John Messner	210 Spencer Ave	Gunnison, CO 81230	Two Thousand Dollars and No Cents	\$ 2,000.00

Memorandum

To: City Council
From: Keith Robinson
Date: January 14, 2016
Subject: Nuisance Ordinance Update



Work on revising the nuisance ordinance is continuing. In the last council update I indicated that a meeting had been set with the City Attorney Kathy Fogo. Following that meeting it was decided to stay with a format consistent with what we have now. That being section 5.30.010 definitions would remain as the main location to define acts, conditions or behaviors that would be considered nuisances. The remainder of the ordinance 5.30 would be modified to address administrative issues.

Attached is the current draft of the administrative sections 5.30.020 thru 5.30.080. These sections have been modified to put in current legal requirements, clarify the process for inspecting properties, address complaints from initial notification through condemnation of property if necessary. Changes were also made to clarify the role of municipal court and keep county court as an option for abatement cases.

Review of the current building and fire codes is ongoing concerning the abatement process and overlap with ordinance 5.30. The hope is to have one abatement process.

Work has also started to clarify definitions for specific nuisances. These will be brought forward for council review at a future work session.

5.30.020 Nuisances prohibited.

- A. It is unlawful for any person to create or maintain, or to knowingly allow or permit the creation or maintenance of, any nuisance as described in this chapter within the city.
- B. It is unlawful for any person to interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance by an officer or representative of the city pursuant to the provisions of this chapter.
- C. Any person, organization, or entity who makes or causes any nuisance to exist shall be deemed the author of the nuisance. Moreover, any person who has possession or control of any private property or premises, whether he is the owner of the property or not, where any nuisance exists or is found, shall be deemed the author of the nuisance. Moreover, any person who is the owner of the private property or premises, or an agent for the owner of the private property or premises, who, having received prior notice of the existence of such nuisance, shall fail to remove the thing or things or abate the condition described in such notice, shall be deemed the author of the nuisance. Each and every day during which a nuisance continues shall be deemed a separate offense and shall be prosecutable and punishable as a separate offense.

5.30.030 Inspection of properties.

- A. Inspection Authorized. Any administrative officer shall have the power and authority to inspect and examine any public or private property in the city for the purpose of ascertaining the nature and existence of any nuisance.
- B. Right of Entry – Generally. Whenever necessary to make an inspection to enforce any of the provisions of this chapter, or whenever any administrative officer has reasonable cause to believe there exists in any building or upon any premises any condition which constitutes a nuisance hereunder, such administrative officer may enter such building or premises at all reasonable times to inspect the same or perform any duty imposed upon him.
 - 1. If building or premises is occupied, the administrative officer shall present proper credentials and request entry. If entry is refused, the administrative officer shall not enter upon such building or premises without issuance of a search warrant.
 - 2. If building or premises is unoccupied, the administrative officer shall make a reasonable effort to locate the owner or occupant or other person or persons having charge or control of the building or premises, and upon locating the owner, occupant, or other person or persons, shall present proper credentials and request entry. If entry is refused, the administrative officer shall not enter upon such building or premises without issuance of a search warrant.
 - 3. If the owner or occupant or other person or persons having charge or control of the building or premises cannot be contacted, a notice shall be posted on the property, for a period of 24 hours, giving notice of the City’s intent to inspect the property or premises. After the 24 hour period with no response, or if entry is denied, the administrative officer shall not enter upon such building or premises without issuance of a search warrant.

- C. Search Warrants. The administrative officer is authorized to apply to the municipal court of the city for issuance of a search warrant pursuant to the Colorado Municipal Court Rules of Procedure. Upon presentation of the search warrant and proper credentials, or possession of the same in the case of an unoccupied building or premises, the administrative officer may then enter into the building or upon the premises using such reasonable force as may be necessary to gain entry.

5.30.040 Notice and Abatement of Nuisances.

- A. Notice to Abate. An administrative officer of the city, upon the discovery of any nuisance on public or private property in the city, may notify the owner or occupant of the property in writing, requiring the owner or occupant of the property to remove and abate from the property the thing or things or condition described as a nuisance within the time specified in the notice.
- B. Time allowed for Abatement. The owner or occupant of the property shall be given 7 days, from date of service, within which the thing or things or condition described in the notice as a nuisance shall be removed or abated. Such time for abatement of the nuisance may be increased if it appears to the administrative officer, based on the facts and circumstances known that compliance cannot reasonably be made within seven days, in which case a longer period of time may be given.
- C. Contents of Notice. The notice to abate issued pursuant to the provisions of this section to the owner or occupant of property upon which a nuisance was discovered shall contain the following:
1. The address or other description of the property upon which the nuisance was discovered;
 2. The name and address of the owner of the property upon which the nuisance was discovered;
 3. The name and address of the occupant of the property upon which the nuisance was discovered, if known, and if different from the owner;
 4. A description of the thing or things or condition deemed to be a nuisance;
 5. The time in which the thing or things or condition are to be removed or abated from the property;
 6. A statement advising the owner or occupant that he may protest the determination of the administrative officer with respect to any matters stated in the notice, by filing a written protest pursuant to GMC 5.30.060 with the municipal court within the time allowed for the removal or abatement of the nuisance described; and
 7. A statement that if the owner or occupant fails to comply with directions contained in the written notice or file a written protest thereto in the time allowed, the city may elect to pursue criminal charges, may enter the property, abate the nuisance described therein, and assess the costs thereof to the owner of the property, or may seek any lawful remedies allowed pursuant to GMC, Section 5.30.080.

- D. Service of the Notice. The written notice to abate shall be served by the administrative officer of the city by:
1. Personally delivering a copy of the notice to the owner of the property described in the notice if the owner also resides at the property; or
 2. Personally delivering a copy of the notice to a non-owner occupant or resident of the property described in the notice and mailing a copy of the notice by First Class Mail, return receipt requested, to the last known address of the owner, as reflected in the county real estate records; or
 3. Mailing a copy of the notice by First Class Mail, return receipt requested, to the last known address of the owner of the property described in the notice, as reflected in the county real estate records, if the property is unoccupied, and by posting a copy of the notice in a conspicuous place at the unoccupied property.
 4. Service of the notice shall be complete upon the date of personal delivery, upon receipt date reflected in return receipt or ten days after posting property as required herein.
- E. Non-compliance with Notice. If the owner or occupant of the property fails or refuses to comply with the directions of the written notice and does not file a written protest to such notice, as provided in GMC 5.30.060, then the administrative officer shall proceed pursuant to GMC, Section 5.30.080, Enforcement and Remedies.

5.30.050 Recovery of the expense of abatement.

- A. In the event that the city abates the nuisance pursuant to GMC 5.30.040, the actual costs of the abatement, together with a fee in the amount of \$100.00 or 10 percent of the abatement costs, whichever is greater, shall be assessed upon the property from which such nuisance is abated.
- B. The costs assessed shall be paid to the city's director of finance within 30 days after the director of finance has mailed notice of the assessment of such costs by First Class Mail, return receipt requested, to the owner of the property; provided, however, that if the property is occupied by someone other than the owner, notice of the assessment shall be mailed to both the owner and the occupant. The assessment of costs shall be a lien in the amount assessed against such property until paid, and shall have priority over all other liens, except general taxes and prior special assessments.
- C. If any assessment is not paid within 30 days after the date it is mailed, the director of finance is hereby authorized to certify to the county treasurer a list of all delinquent assessments, giving the name of the owner as it appears in the real estate records of the county, the description of the property sufficient to identify the property upon the records of the county treasurer, and the amount of the assessment. The county treasurer, upon receipt of such list, certified in such form as the treasurer may require, is hereby authorized to place those assessments upon the tax rolls for the current year and to collect those assessments in the same manner as other taxes are collected. (Code 1997 § 5-3-5).

5.30.060 Protest of notice of abatement.

- A. The owner, his agent, or the occupant of the property subject to a notice of abatement, within the time stated in such notice for removal of the thing or things or abatement of the condition described therein, may protest the findings of the administrative officer with respect to any matter stated in the notice, by filing a written notice of protest with the municipal

court. The municipal court shall deliver a copy of the protest to the city attorney and the administrative officer who issued the notice.

- B. Municipal court shall schedule and conduct a hearing on the protest at the next available court date, but not less than seven days from the date protest is filed. At the hearing, the protesting party and representatives of the city shall appear in person. Both parties may be represented by legal counsel. The parties shall have the right to present evidence and arguments to confront and cross-examine any witness and to oppose any testimony or statement relied upon by an adverse party. The municipal court may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.
- C. Once the municipal court has scheduled a hearing on the protest, written notice of such hearing shall be mailed to the protesting party and given to the city attorney and administrative officer who signed the notice of abatement. Such notice shall be mailed to the protesting party and given to the city attorney and administrative officer not less than seven days prior to the scheduled hearing.
- D. Upon the filing of a written protest as provided herein, the period of time for removal of the thing or things or abatement of the condition described in the original notice of abatement shall be extended until final disposition of the protest by the municipal court, plus the amount of time granted in the original notice, or as otherwise ordered by the municipal court.

5.30.070 Emergency Abatement

Emergency Abatement. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this chapter, an administrative officer, upon presentation of proper credentials, in the case of an occupied building or property, or possession of the credentials in the case of an unoccupied building or property, may enter into any building or upon any property within the jurisdiction of the city. For purposes of this subsection, an “emergency situation” includes any situation where there is imminent danger of loss of, or injury or damage to, life, limb, or property. The administrative officer may take such action as is necessary to remove the thing or things or abate the condition which creates such emergency. The administrative officer may proceed pursuant to GMC, Section 5.30.080, Enforcement and Remedies, without compliance with the time and warrant restraints provided in GMC, Sections 5.30.030 and 5.30.040.

5.30.080 Enforcement and remedies.

- A. In addition to any other remedies that may be available to the city, including the right to maintain an action in any court of record for the prevention, restraining, abatement, or enjoining of any public nuisance, and in addition to any other procedural remedy which may be permitted by this code, the city may enforce the terms of this chapter by any lawful means.
- B. Any violation of GMC, Section 5.30.020 is a misdemeanor.