



To: City Councilors  
CC: City Manager Russell Forrest  
From: City Clerk Gail Davidson *GA*  
Date: January 17, 2017  
RE: Gunnison Land Preservation Board

**Councilors:**

The Gunnison Valley Land Preservation Fund was originally established by voters in 1997 and was then reauthorized in 2012 by voters with an overwhelming majority of over 80%. The Fund is created by a small redistribution of monies from the existing County 1% sales tax (note: half of this 1% sales tax generated by a municipality goes directly to that municipality).

Since its beginning in 1998, the Gunnison Valley Land Preservation Fund ("Fund") has been assisting local land trusts with conservation easement projects throughout Gunnison County. The Fund is designated for open space, agricultural preservation, wildlife habitat, wetland preservation, access to public lands, trails, and watershed protection in the county. It can be used in connection with any of the foregoing as a match for public and private grants or to acquire interests or easements in land and water rights. It has proven extremely valuable for land trusts and other entities to have a secured local match in-hand when applying for Great Outdoors Colorado and other funding sources. Overall monies from the Fund have impressively leveraged about \$12 for every \$1 given, not counting landowner donation value. The Fund benefits economic development by bringing significant dollars into the county. At the same time, the fund provides important wildlife protections and scenic views that benefit tourism and hunting economies.

The Fund is administered by Gunnison County, through direction of an eight member board of citizens appointed (two each plus an alternate) by the county and the municipalities.

The City of Gunnison is entitled to have two full voting members and one alternate on the Board. Sonja Chavez de Baca, who has served for years, has decided to step down from this Board. Kendall Burgemeister, was appointed as an alternate but has been representing the City as a full Board member. I have attached his email of interest in continuing in this capacity. After advertising for two weeks, Kendall, Bryan Tutor and Bruce Noble have both voiced their interest in serving as a City representative on the Board. I have attached their letters as well. All three individuals have indicated they will be at the January 24<sup>th</sup> Council meeting to speak with you.

Please let me know if you have any questions. Thank you,  
Gail

## Gail Davidson

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**Subject:** FW: City Representation on Land Preservation Board

**From:** Kendall K. Burgemeister [mailto:kburgemeister@lawoftherockies.com]

**Sent:** Tuesday, December 06, 2016 5:22 PM

**To:** Gail Davidson <GDavidson@gunnisonco.gov>

**Subject:** RE: City Representation on Land Preservation Board

Gail,

Thank you for the email. You are correct that I was originally appointed as an alternate. However, shortly after that appointment was made (I don't recall the exact timing), the full appointee moved, so, practically speaking I have been serving as a full representative for about 3 ½ years. I have enjoyed my time on the board and would be honored to continue representing the city in a full representative capacity. Please let me know if you need anything else from me. Thank you.

Kendall Burgemeister  
Member | Law of the Rockies  
525 North Main Street  
Gunnison, CO 81230  
Tel: 970-641-1903 ext. 3  
Fax: 970-641-1943

[kburgemeister@lawoftherockies.com](mailto:kburgemeister@lawoftherockies.com)

[www.lawoftherockies.com](http://www.lawoftherockies.com)

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Bryan Tutor  
318 S Taylor St  
Gunnison, CO 81230

January 5, 2017

Board of Directors  
via: [gdauidson@gunnisonco.gov](mailto:gdauidson@gunnisonco.gov)  
City of Gunnison  
Gunnison, CO 81230

I'd like to formally express my interest to act as a city representative to the Gunnison Land Preservation Board.

My ties to the Gunnison Valley began with my childhood when my family moved here in 1974. I spent my formative years here and graduated Western State College in 1987 with a degree in Mathematics. Soon after that I left the Valley to pursue a career in finance that spanned 25 years. I have broad experience serving on many Boards, and am currently a member of the Western State Colorado University Foundation Board. I believe my leadership skills and broad business experience would be an asset to the Land Preservation Board.

Recently returning to Gunnison is a blessing and something my family and I have looked forward to for some time. In seeking a Board seat, I hope to contribute to preserving the Valley, making sound decisions, and ultimately bettering the community where I have a deep appreciation and am proud to call home.

I look forward to hearing from you.

Bryan Tutor  
(415) 298-8152  
[Bryan\\_tutor@hotmail.com](mailto:Bryan_tutor@hotmail.com)

## Gail Davidson

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**From:** Noble, Bruce <bruce\_noble@nps.gov>  
**Sent:** Thursday, January 05, 2017 4:59 PM  
**To:** Gail Davidson  
**Subject:** Gunnison County Land Preservation Board

Dear Gail:

I would like to express my interest in serving on the Gunnison County Land Preservation Board. I have 32 years of experience working in the land preservation business. During 10 of those years, I worked in the historic preservation field for the Wyoming State Historic Preservation Office and the National Park Service. For the past 22 years, I have been actively involved in land preservation as National Park Service manager. That work has included significant involvement in managing conservation easements, some of which have been held by the National Park Service and others of which have been held by land trust organizations. I also served as a member of the Mesa County Planning Commission from 2004-2007 when I lived in Grand Junction.

I believe I have relevant experience to bring to the table, along with a desire to learn more about land preservation practices. Thus, I feel that I would have something to give and something to gain from service on this Board.

Thanks for considering my request.

Best Regards.....

--

Bruce Noble, Superintendent  
Black Canyon of the Gunnison National Park &  
Curecanti National Recreation Area  
102 Elk Creek  
Gunnison, CO 81230  
970-641-2337, x220 (phone)  
970-641-3127 (fax)  
<http://www.nps.gov/cure> & <http://www.nps.gov/blca>

**2016**  
National Park Service  
CENTENNIAL



**Centennial Goal: Connect with and  
create the next generation of park  
visitors, supporters, and advocates.**

**JANUARY 10, 2017**

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

**5:30 P.M.**

Mayor Pro Tem Drexel called the Regular Session meeting to order at 5:30 P.M., with Councilors Sovick, Morrison and Schwartz present along with City Attorney Fogo, City Manager Forrest, City Clerk Davidson, Finance Director Cowan, Parks & Recreation Director Ampietro and Community Development Director Westbay. Police Chief Robinson and the press arrived later in the meeting. Mayor Hagan was absent. A Council quorum was present.

**Citizen Input:** Mayor Pro Tem Drexel called for any citizen input for Council on issues not already being discussed on the agenda. He asked they step forward, identify themselves and keep their comments to three minutes. No citizens responded. Mayor Pro Tem Drexel stated he has received very few citizen complaints on snowplowing, mainly about berms on people's driveways, and he complimented the snow removal crews for the amazing job they have done and are doing. They are to be commended.

**Council Action Items:**

**Consent Agenda.**

- Minutes of December 13, 2016, Regular Session Meeting
- Action on Designating Official City Posting Locations
- Action on Designation of Deputy Finance Director
- Action to set Public Hearing on Frozen Smoke Retail Marijuana Store License Application for 5:30pm, Tuesday, January 24, 2017 in the City Council Chambers
- Authorize City Manager's signature on Peak Performance Document Management System Sales Order in the amount of \$43,260.00
- Excuse Mayor Hagan from Meeting

Councilor Morrison moved and Councilor Schwartz seconded the motion to approve the consent agenda as presented.

Roll call vote, yes: Sovick, Drexel, Morrison, Schwartz. Motion carried.

Roll call vote, no: None.

Mayor Pro Tem Drexel extended the Council's condolences to Mayor Hagan, his wife and family for their recent loss.

**Ordinances and Resolutions Action Items:**

**Ordinance No. 1, Series 2017; Re: Amending Section 2.20A of the Gunnison Municipal Code, City Purchasing Policy; 1<sup>st</sup> Reading.** Councilor Sovick introduced Ordinance No. 1, Series 2017, and it was read by title only by the City Attorney.

Councilor Sovick moved and Councilor Schwartz seconded the motion that Ordinance No. 1, Series 2017, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, AMENDING CHAPTER 2.20, PURCHASING POLICY AND PROCEDURE OF THE CITY OF GUNNISON MUNICIPAL CODE**, be introduced, read, passed and ordered published on first reading this 10th day of January, 2017.

Roll call vote, yes: Drexel, Morrison, Schwartz, Sovick. Motion carried.

Roll call vote, no: None.

**Resolution No. 1, Series 2017; Re: Setting Fees Charged for City Goods and Services.**

Councilor Schwartz introduced Resolution No. 1, Series 2017, and it was read by title only by the City Attorney.

Parks & Recreation Director Ampietro came forward and along with Councilor Schwartz, who sits on the Parks & Recreation Advisory Committee, briefly discussed the proposed increase in fees in that Department. Councilor Schwartz indicated that after review, the Advisory Committee's recommendation is to go forward with the proposed increases in the Recreation fees. The proposed fees are still lower than many comparable municipal recreation centers. Council suggested the City get the word out on the fees and what they include, such as reduced fees for participation in some recreation programming and reduced equipment rental fees.

Councilor Schwartz moved and Councilor Morrison seconded the motion that Resolution No. 1, Series 2017, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, ADOPTING FEES**, be introduced, read, passed and adopted this 10th day of January, 2017.

Roll call vote, yes: Morrison, Schwartz, Sovick, Drexel. Motion carried.

Roll call vote, no: None.

**Recess Regular Session Meeting and Convene Discussion Session.**

Mayor Pro Tem Drexel recessed the Regular Session meeting and Council went into the discussion/work session at 5:46 P.M.

**Reconvene Council Regular Session.** Following a Council discussion/work session, Mayor Pro Tem Drexel reconvened the Regular Session meeting at 7:47 P.M.

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

Councilor Schwartz moved and Councilor Morrison seconded the motion to go into Executive Session the purpose of which is pursuant to C.R.S. §24-6-402(4)(b) to receive confidential legal advice from the City Attorney on specific legal matters.

Roll call vote, yes: Schwartz, Sovick, Drexel, Morrison. Motion carried.

Roll call vote, no: None.

Council went into Executive Session at 7:48 P.M. and returned to the open Regular Session meeting at 8:06 P.M.

Mayor Pro Tem Drexel stated the time is now 8:06 P.M., and the Executive Session has been concluded. The participants in the Executive Session were: Mayor Pro Tem Robert Drexel, Councilors Leia Morrison, Matt Schwartz and Andy Sovick, City Attorney Kathy Fogo, City Manager Russ Forrest, Police Chief Keith Robinson and City Clerk Gail Davidson. 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 ask that you state your concerns for the record. There were no concerns voiced.

**Adjournment:**

Mayor Pro Tem Drexel called for any other comments and hearing none, closed the Regular Session meeting at 8:07 P.M.

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Mayor Pro Tem

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City Clerk



## Memorandum

**To:** City Council  
**From:** Ben Cowan  
**Date:** 1/19/2017  
**Re:** 2017 Contracts for Service

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Attached are the recommended agreements for the 2017 Contracts for Service.

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.

### 2017 Contracts for Service

	AMOUNT AWARDED		
	General Fund	Marijuana	Total
Adult and Family Education Program	500	1,700	2,200
GC Pioneer and Historical Society	5,000	-	5,000
Gunnison Council for the Arts	15,887	10,113	26,000
Gunnison Country Food Pantry	5,000	-	5,000
Gunnison Nordic Club	2,700	-	2,700
Gunnison County Sources of Strength	-	10,000	10,000
GV Animal Welfare League	1,763	-	1,763
GV Regional Housing Authority	48,000	-	48,000
GVH-Foundation	3,000	-	3,000
Seasons Schoolhouse	2,725	3,135	5,860
Tenderfoot CFDC	3,068	6,932	10,000
Out of the Darkness Walk		2,500	2,500
Project Hope of Gunnison Valley	333	1,667	2,000
Safe Ride	-	12,000	12,000
Six Points Evaluation and Training	4,520	-	4,520
	<b>92,496</b>	<b>48,047</b>	<b>140,543</b>

Please note that an additional \$4,000 (\$30,000 total) was approved for the Arts Center at the time of budget adoption. As the youth shared space program is developed, additional agreements may be provided for your consideration.

In addition, an agreement for the funding of the Visitor Center has been included. It is not based on the boiler plate agreement due to the pass through of vendor fee's taken. The estimated value of this agreement is \$57,400. It should be noted that, to my knowledge, a third party impact analysis that demonstrates why visitor centers are a critical part of a healthy local economy was not provided by December 31, 2016 as required in the previous agreement for 2016. Perhaps the Council would like to withhold payment or include a similar provision in the 2017 agreement?

**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 2017 funds for these programs.

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this \_\_\_\_ day of \_\_\_\_\_, 2017, is by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "CITY", and GUNNISON COUNTRY CHAMBER OF COMMERCE, a non-profit corporation of the State of Colorado, hereinafter called "CHAMBER".

### RECITALS

WHEREAS, CHAMBER believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract with CHAMBER to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period; and

WHEREAS, CITY conducted a survey of sales tax licensees with a majority of respondents indicating they support the use of a vendor fee reduction to be used to fund the CHAMBER in its operation of the Gunnison Country Visitor Center; and

WHEREAS, pursuant to Ordinance No. 21, Series 2015, enacted by the City Council of the City of Gunnison on December 8, 2015, the Allowable Service Fee was reduced from 5% to 4% effective January 1, 2016 to better fund the operation of the Gunnison Country Visitor Center.

### 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, 2017 and shall terminate on December 31, 2017, unless sooner terminated or replaced as provided herein.

2. COMPENSATION, BONUS AND EXPENSES.

- (a) CITY agrees to provide funds equivalent to twenty-five percent (25%) of the Allowable Service Fee on a monthly basis, commonly referred to as vendor fees. CHAMBER acknowledges that this amount is dependent upon the total taxable sales and the amount of sales tax returns that are filed by the deadline. Monthly payments shall be made during CITY'S first check cycle in the third month following the associated filing period (i.e. a payment will be made in the first check cycle in April for taxes collected by vendors in January). Funding is to be used for operational funding of the Gunnison Country Visitor Center.
- (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 CHAMBER pursuant to paragraph 11 of this Agreement.

- (c) CITY reserves the right to amend this agreement to reduce the contribution stated herein if the 2016 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) CHAMBER agrees to provide a full accounting of specifically how dollars were spent in operating the Gunnison Country Visitor Center. Such report must be clearly defined as separate from the rest of the Gunnison Country Chamber of Commerce operations for the revenues and expenditures for 2016 and estimated revenues and expenditures for 2017. Such written report must be provided no later than October 31, 2017 to the Finance Director of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format.
- (b) CHAMBER agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2017. 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) CHAMBER agrees to represent all businesses that have a recognizable presence within the City of Gunnison as determined by the Gunnison Country Visitor Center sub-committee with regard to visitor center services.
- (d) CHAMBER agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature 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. Photos will be accepted as satisfaction of this requirement.
- (e) CHAMBER agrees to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (f) CHAMBER agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

4. INDEMNIFICATION.

- (a) CHAMBER 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 CHAMBER 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.

CHAMBER agrees that at all times during the Term of this Agreement that CHAMBER 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, CHAMBER 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 CHAMBER 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 \$350,000 for any injury to one person in any single occurrence and in an amount no less than \$990,000 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, CHAMBER is acting as an independent contractor and not as an agent, partner, joint venture or employee of CITY. CHAMBER does not have any authority to bind CITY in any manner whatsoever.
- (b) CHAMBER acknowledges and agrees that CHAMBER is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from CITY. Further, CHAMBER 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 CHAMBER and, therefore, CHAMBER 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 CHAMBER pursuant to C.R.S. 8-17.5-101, et seq.:

- (a) CHAMBER 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 CHAMBER that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract;

- (b) CHAMBER 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) CHAMBER 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 CHAMBER obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CHAMBER shall be required to: (1) notify the subcontractor and the CITY within three days that CHAMBER 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 CHAMBER 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) CHAMBER 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 CHAMBER 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, CHAMBER 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: Finance Director  
City of Gunnison  
201 W. Virginia Ave.  
Gunnison, Colorado 81230  
Phone: 970-641-8162

CHAMBER: Gunnison Country Chamber of Commerce  
500 E. Tomichi Ave.  
Gunnison, CO 81230

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

GUNNISON COUNTRY CHAMBER OF  
COMMERCE

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

ShortName	Type	Attn:	Address	City,State,Zip	Words	Amount	Use
CAFÉ	non-profit corporation	Mary Burt	225 N. Pine St.	Gunnison, CO 81230	Two Thousand Two Hundred Dollars and No Cents	\$ 2,200.00	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. It is understood and recognized that a portion of the funding is supported by Special Marijuana Taxes and providing classes offers an opportunity to leave behind homelessness, drug addiction, and give assistance to all who want a second start to better their education or career
ARTS CENTER	non-profit corporation	Carlie Kenton	102 S. Main St.	Gunnison, CO 81230	Twenty Six Thousand Dollars and No Cents	\$ 26,000.00	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. It is understood and recognized that a portion of the funding is supported by Special Marijuana Taxes and providing members of our community, from all walks of life, access to experiencing and exploring the arts in its many different forms and functions serves as marijuana use prevention
FOOD PANTRY	non-profit corporation	Katie Dix	PO Box 7077	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 (78% of whom live in the city) facing food insecurity due to unemployment/underemployment, medical and emergency situations. The FOOD PANTRY will increase monetary and food donations by 5%. The FOOD PANTRY will provide food assistance through distributions twice a week, to seniors once a week, and through monthly assistance to children through the Healthy Snacks and Gunni-Packs program. The FOOD PANTRY will identify six pockets of poverty in Gunnison and investigate three ways to provide food assistance to those residents
MUSEUM	non-profit corporation	C.J. Miller	PO Box 824	Gunnison, CO 81230	Five Thousand Dollars and No Cents	\$ 5,000.00	the purchase of two new display buildings to house artifacts for display
GUNNISON NORDIC	non-profit corporation	Joellen Fonken	18 Columbine Rd.	Gunnison, CO 81230	Two Thousand Seven Hundred Dollars and No Cents	\$ 2,700.00	continuation of programming of clinics and educational nordic events for locals and visitors of Gunnison, grooming of designated nordic trails for free public use, offering an early season prep series, implementation of a grooming schedule for Hartman Rocks and the Van Tuyl Ranch, and broadening participation with community groups by facilitating ski clinics or group activities
GVAWL	non-profit corporation	Lora VanRenselaar	PO Box 1834	Gunnison, CO 81230	One Thousand Seven Hundred Sixty Three Dollars and No Cents	\$ 1,763.00	aiding City residents in the sterilization of their companion animals
GVH-FOUNDATION		Nancy Osmondson	711 N. Taylor St.	Gunnison, CO 81230	Three Thousand Dollars and No Cents	\$ 3,000.00	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
GVRHA	governmental entity	Karl Fulmer	202 E. Georgia Ave.	Gunnison, CO 81230	Forty Eight Thousand Dollars and No Cents	\$ 48,000.00	operational funding of the GVRHA
PROJECT HOPE	non-profit corporation	Shayla Fenti	PO Box 1812	Gunnison, CO 81230	Two Thousand Dollars and No Cents	\$ 2,000.00	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 safety strategies by working with PROJECT HOPE staff and volunteers; broadening the communities knowledge of PROJECT HOPE and the services that are provided through three presentations per quarter to community groups, schools and other health and human services organizations; reduction of barriers to services for the Spanish-speaking population by translating PROJECT HOPE's outreach material to Spanish
SAFERIDE	non-profit corporation	Rob Whiting	PO Box 239	Gunnison, CO 81230	Twelve Thousand Dollars and No Cents	\$ 12,000.00	provision of free rides for the point to point taxi service to reduce drinking and driving through the provision of more than 20,000 free rides with three nights of service each week of 2017. Funding will also be used to replace a transport van
SIX POINTS	non-profit corporation	Daniel Bruce	PO Box 1002	Gunnison, CO 81230	Four Thousand Five Hundred Twenty Dollars and No Cents	\$ 4,520.00	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

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 «Type» in the State of Colorado, hereinafter called "«ShortName»".

### RECITALS

WHEREAS, «ShortName» believes it to be in the interest of the citizens of the City of Gunnison for CITY to contract for «ShortName» to perform certain services to the community; and

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

### 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, 2017 and shall terminate on December 31, 2017, 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 to be used for «Use».
- (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 2016 CITY audit should result in a significantly lower fund balance than projected.

3. CONSIDERATION.

- (a) «ShortName» agrees acknowledge the financial support of the City of Gunnison in advertising and promotional literature. Copies of such advertising and literature 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. Photos will be accepted as satisfaction of this requirement.

- (b) «ShortName» agrees to provide the CITY with a synopsis of the program's accomplishments during the term of this agreement no later than October 31, 2017, which includes the program's actual revenues and expenditures for 2016 and estimated revenues and expenditures for 2017. The synopsis must also include «FullNameCAPS»'s assessment of progress toward the objectives submitted in the Contract for Service Application. 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 to demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups.
- (d) «ShortName» agrees to demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison).

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: Finance Director  
City of Gunnison  
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: \_\_\_\_\_



**Memorandum**

**To:** City Council  
**From:** Ben Cowan  
**Date:** 1/19/2017  
**Re:** 2017 Continuing Challenge Grants

---

Attached are the recommended agreements for the 2017 Continuing Challenge Grants.

I have included your requested modifications to the agreement which include the reporting requirement within 45 days of the end of the event as well as a copy of the literature that demonstrates the receipt of City funds.

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.

**2017 Continuing Challenge Grants**

Gunnison Country Chamber of Commerce (Chamber Holidays)	2,000
Cattlemen's Days, Inc.	7,400
Gunnison Car Club	500
Rotary Club of Gunnison Fishing Tournament	750
Gunnison River Festival	<u>2,000</u>
<b>TOTAL</b>	<b>\$12,650</b>

**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 2017 funds for these programs.

## CONTINUING CHALLENGE GRANT AGREEMENT

This Agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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, 2017 and shall terminate on December 31, 2017, 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 2016 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.”** Copies of such advertising and literature must be provided to the Community Development Department of the CITY pursuant to paragraph 9 of this Agreement and may be submitted in an electronic format. Photos will be accepted as satisfaction of this requirement.

- (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 forty-five (45) days following the conclusion of the event. Such written synopsis must be provided to the Community Development Department 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.

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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: 970-641-8090

«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
ROTARY CLUB OF GUNNISON	ROTARY	Pamela Christian/Lau	PO Box 1274	Gunnison, CO 81230	Seven Hundred Fifty Dollars and No Cents	\$ 750.00
GUNNISON CHAMBER OF COMMERCE	CHAMBER	Eric Freson	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 Four Hundred Dollars and No Cents	\$ 7,400.00
GUNNISON CAR CLUB	CAR CLUB	Mike Callihan	PO Box 7102	Gunnison, CO 81230	Five Hundred Dollars and No Cents	\$ 500.00
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:** Ben Cowan  
**Date:** 1/19/2017  
**Re:** Challenge Grants

The City has received two Challenge Grant applications (copies attached) for upcoming events. We are seeking the Council's direction on whether you would like to fund either of the requests from the \$2,000 available in the 2017 budget.

<b>2017 Budget</b>	\$2,000	The award criteria are as follows:
<b>Purpose</b>	To funding new and creative efforts in Gunnison to increase sales tax revenue.	A. Project goals must include an expectation to increase the City's sales tax base.
<b>Eligible Applicants</b>	Non-profit organizations as well as local, state, and federal agencies	B. The Project must have the ability to be self-sustaining in the future. Declining financial support from the City should be anticipated. Maximum funding is three years.
<b>Reporting Due</b>	Within 45 days of the event or project	C. The project application must demonstrate that Challenge Grant funds are necessary in order to successfully execute the event.
<b>Reporting Requirement</b>	Financial City Credit Written Report	D. Budgets for Challenge Grant applications must identify profit from events as a reinvestment for the event the following year. Funds shall not be used for wages, salaries, or administrative costs.
		E. Projects must include coordination and cooperation with other community organizations.
		F. Projects must demonstrate a high degree of commitment, through cash or in-kind contributions, by the applicant and those partners identified above.
		G. Applications must clearly define the lines of responsibility for, and oversight of, the project.

**Action Requested:** A motion to award funding to the grant applicants, as desired by the Council up to the 2017 budgeted amount of \$2,000.



# CHALLENGE GRANT APPLICATION

## PROPOSAL INFORMATION

<b>Organization Name:</b>	I Bar, Inc. dba I Bar Ranch				
<b>Address 1:</b>	414 N Pine St				
<b>Address 2:</b>	850 county Road 49				
<b>City:</b>	Gunnison	<b>State:</b>	CO	<b>Zip Code:</b>	81230
<b>Telephone Number:</b>	970.209.9796	<b>Fax Number:</b>			
<b>Email Address:</b>	wick@ibarranch.com				
<b>Contact Person(s):</b>	Bryan Wickenhauser				
<b>New Application:</b>	<input checked="" type="radio"/>	<b>Renewal Application:</b>	<input type="radio"/>	<b>Amount Requested:</b>	\$ 5,000

## PROPOSAL INFORMATION

<b>1. Event or Service:</b>	Castle Creek Guitars Summer Concert Series		
<b>2. Date of Event:</b>	Summer 2017	<b>3. Number of years funded by the City:</b>	1
<b>4. Provide a brief description of the event or service:</b>			
<p>Going into its 5th year, the Concert Series will have 17 musical events at the I Bar Ranch from June 20th - Aug 19th, 2017. +/-6 of these bands will have had a number one hit in their career, helping to put Gunnison on the map, while filling hotels and restaurants. Two of our concerts will once again be fund-raisers for the Community Foundation of the Gunnison Valley &amp; Gunnison Valley Health Foundation. Additionally one of the shows will feature "The Kids of the Gunnison Valley", allowing kids to play on the same stage as Grammy Award winning artists in front of family and friends!</p>			

<p><b>5. Who is the targeted audience? If the project is an event, estimate the number of participants it will attract.</b></p>
<p>Locals, families, tourists, 2nd homeowners. Over the course of the 17 concerts, we expect attendance to be over 4500 attendees</p>
<p><b>6. How will the event or service produce increased sales tax revenues for the City and its residents?</b></p>
<p>By filling Gunnison Valley bed spaces, restaurants (food &amp; beverage) in an ever competitive tourist economy within Colorado. Also just as important, is that the I Bar Ranch is creating a sense of community for the lower end of the Gunnison Valley as an event center and wedding destination venue.</p>
<p><b>7. Describe the cooperation between the applicant and other organizations within the community such as Western State Colorado University, service clubs, community groups, etc.</b></p>
<p>We help raise funds for the Gunnison Valley Health Foundation, The Community Foundation of the Gunnison Valley, and KBUT during three specific concerts. We also loaned out the venue to the Chamber of Commerce for their annual business banquet this past Fall as a donation. Additionally we are a corporate partner of Western State and the MAA.</p>
<p><b>8. Explain how the project will be funded in the future, if it is an annual event.</b></p>
<p>It is an Annual series. We want it to become a sustaining event center through corporate sponsors, ticket sales, private venue rental, and food &amp; beverage sales</p>
<p><b>9. List other sources of funding which have been approached. Describe the status of those requests (decision pending, grant awarded).</b></p>
<p>N/A</p>
<p><b>10. Describe how the City funds will be used. Funds shall not be used for wages, salaries, or administrative costs.</b></p>
<p>Social media campaigns, website, print, and radio advertising. (Our marketing budget is much larger than this request). This will allow us to market Gunnison even more effectively.</p>
<p><b>11. Describe the plan for advertising and promotion of the project, if it is an event. Include a description of any technical assistance that has been solicited to ensure that the marketing of the proposed event will be as successful as possible. Attach any promotional materials that have already been prepared.</b></p>
<p>Series posters, Radio (KBUT, KAYV/KSBV Buena Vista/Salida, 94 KXKK Montrose). Social Media campaigns via FireKeeper, LLC, website, Newspaper print (Gunnison, CB &amp; Shopper). If funds allow, we plan to expand marketing to Denver/Csprings/GJ.</p>

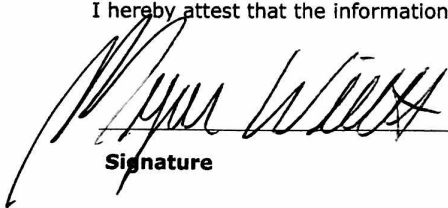
**12. Has the Gunnison Country Chamber of Commerce been notified about this event? Have you placed the event on the Gunnison-Crested Butte Community Calendar? (<https://gunnisoncrestedbutte.com/submit-an-event/>) Are there any other events planned for the same date that you are aware of?**

Yes they are very aware of our Series. Nothing is listed yet because the bands are all TBD

Year	Funding received from the City	# of participants from the City and County	# of participants from outside the County	Total # of participants	
2016	\$0	2000	2000	4000	<input type="radio"/> Actual <input checked="" type="radio"/> Estimated
2015	\$0	1750	1750	3500	<input type="radio"/> Actual <input checked="" type="radio"/> Estimated

**CERTIFICATION**

I hereby attest that the information provided in this application is accurate as of the date of submission.



Signature

11/07/16

Date

**OFFICE USE ONLY**

AWARD AMOUNT \$ \_\_\_\_\_

Community Development Department: \_\_\_\_\_

Approve

Disapprove

Finance Department: \_\_\_\_\_

Approve

Disapprove

Community Representative: \_\_\_\_\_

Approve

Disapprove

Community Representative: \_\_\_\_\_

Approve

Disapprove



October 31, 2016

City of Gunnison  
Community Development  
PO Box 238  
201 West Virginia Avenue  
Gunnison, CO 81230

Dear Members of Community Development Program,

Since 2014, KBUT Community Radio has hosted the Kampout, an overnight music festival at the I Bar Ranch. The event features ten bands on two stages, and includes food vendors, activities, and overnight camping. It's a fun experience for the entire family. The event has been a great success from a grassroots level, and we look forward to growing the festival to bring in bigger bands and increase attendance.

We are requesting a grant in the amount of \$4,000 from the City of Gunnison because we believe it will help foster the growth and sustainability of our festival. We look forward to creating a signature event in Gunnison that leads to increased tourism and sales tax revenue. In our third year, we believe this event is poised to grow significantly as well. We look forward to working with your support to help boost a weekend at the end of the summer where there is room to grow.

Attached is the grant application, 2017 proposed budget, and some of the promotional materials from 2016. If you would like additional information, please don't hesitate to ask. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Tyler Lucas". The signature is fluid and cursive.

Tyler Lucas  
Development Director  
tyler@kbut.org  
970-349-5225





# CHALLENGE GRANT APPLICATION

## APPLICANT INFORMATION

Organization Name:	KBUT Community Radio			
Address 1:	PO Box 308			
Address 2:				
City:	Crested Butte	State:	CO	Zip Code: 81224
Telephone Number:	(970) 349-5225	Fax Number:		
Email Address:	tyler@kbut.org			
Contact Person(s):	Tyler Lucas			
New Application:	<input checked="" type="radio"/>	Renewal Application:	<input type="radio"/>	Amount Requested: \$ 4,000

## PROPOSAL INFORMATION

1. Event or Service:	KBUT Kampout		
2. Date of Event:	08/26/17	3. Number of years funded by the City:	0
4. Provide a brief description of the event or service:			
<p>In its third year, The KBUT Kampout is an overnight music festival at the I Bar Ranch in Gunnison to support KBUT Community Radio, a 501c3 nonprofit. The event features ten bands on two stages, and includes food vendors, activities, and overnight camping. The bands are a combination of local, regional, and national touring acts. The popular headlining bands draw audiences from Gunnison County, the Western Slope, the Front Range, and beyond. Past bands include Monophonics, The New Orleans Suspects, Drew Emmitt Band, and more.</p>			



**5. Who is the targeted audience? If the project is an event, estimate the number of participants it will attract.**

Music and festival goes from the Western Slope, the Front Range, and beyond. Over 220 people attended in previous years. We hope to grow attendance each year by 20%.

**6. How will the event or service produce increased sales tax revenues for the City and its residents?**

Attendees will be in Gunnison for an entire weekend or longer to shop, dine, lodge, and experience all that the area has to offer.

**7. Describe the cooperation between the applicant and other organizations within the community such as Western State Colorado University, service clubs, community groups, etc.**

We work with WSCU to provide discounted tickets to students, and we also have had an intern who helps with the event.

**8. Explain how the project will be funded in the future, if it is an annual event.**

We hope to grow this festival so it is a self-funded and sustainable fundraising event.

**9. List other sources of funding which have been approached. Describe the status of those requests (decision pending, grant awarded).**

Gunnison Crested Butte Tourism Association awarded \$3,000 in 2016 for marketing efforts, and we are requesting the same for 2017. In 2016 we raised an additional \$5,500 in business sponsorships. In 2017, we anticipate growing sponsorship support as well.

**10. Describe how the City funds will be used. Funds shall not be used for wages, salaries, or administrative costs.**

City of Gunnison funds will be used for booking the talent. We anticipate securing Mama's Cookin' as one of the headliners. They are a popular band with roots in the Gunnison Valley. They met and formed the band in the late 1990s at Western State.

**11. Describe the plan for advertising and promotion of the project, if it is an event. Include a description of any technical assistance that has been solicited to ensure that the marketing of the proposed event will be as successful as possible. Attach any promotional materials that have already been prepared.**

We will poster in towns on the Western Slope and on the Front Range. We will also poster at regional festivals throughout the summer. We will run a radio campaign with our regional community radio partners. We will promote the Kampout on our own airwaves.

12. Has the Gunnison County Chamber of Commerce been notified about this event? Will it be included on the Chamber's calendar? Are there any other events planned for the same date that you are aware of?

Yes. Yes. No.

Year	Funding received from the City	# of participants from the City and County	# of participants from outside the County	Total # of participants
<del>2015</del> 2016	\$ 0	145	75	<input type="radio"/> Actual <input checked="" type="radio"/> Estimated
<del>2014</del> 2014	\$ 0	175	25	<input type="radio"/> Actual <input checked="" type="radio"/> Estimated

CERTIFICATION

I hereby attest that the information provided in this application is accurate as of the date of submission.

*Tyler Lucas*  
 Signature \_\_\_\_\_

10/31/16  
 Date \_\_\_\_\_

OFFICE USE ONLY

AWARD AMOUNT \$ \_\_\_\_\_

Community Development Department: \_\_\_\_\_

Approve Disapprove

Finance Department: \_\_\_\_\_

Approve Disapprove

Community Representative: \_\_\_\_\_

Approve Disapprove

Community Representative: \_\_\_\_\_

Approve Disapprove



KBUT Kamp Out Proposed Budget 2017			
Expenses		Cash	In-Kind
Personnel	Event Manager's Fee	2,000.00	
Marketing	Posters	505.00	
	Mailing	822.00	
	Social Media	180.00	
	Banners		100.00
	radio underwriting Salida	490.00	
	gas reimbursements for hanging posters	167.00	
Beer	kegs	800.00	
	beer cups	200.00	
	ice truck	120.00	
Materials	fencing	177.00	
	paper tickets and wristbands	237.00	
	misc supplies	215.00	
	merchandise	500.00	
Production	Sound and Production	3,000.00	
	U Haul and Gas	280.00	
Talent	Mama's Cookin	4,000.00	
	New Orleans Suspects	4,000.00	
	Analog Son	1,250.00	
	Joint Point	500.00	
	Additional Acts	1,500.00	
	Lodging		2,000.00
	hospitality catering	300.00	
	water bottles	390.00	
<b>Total Expenses</b>		21,633.00	2,100.00
<b>Grand Total Income (Cash and Expenses)</b>		<b>23,733.00</b>	
<b>Income</b>			
Earned Income	Ticket sales - see ticket scenarios	8,700.00	
	beer sales	4,510.00	
	merch sales	550.00	
Contributed Income	GCBTA Grant	3,000.00	
	Sponsorships	5,500.00	
	City Of Gunnison Challenge Grant	4,000.00	
		26,260.00	
Total Income			2,100.00
Total In Kind Donations			
<b>Grand Total Income</b>		<b>28,360.00</b>	
	Potential Profit	<b>\$4,627</b>	
<b>Ticket Scenarios</b>			
tickets sold	price	revenue	
	200	45	9000
	220	45	9900
	220	50	11000
	220	60	13200
*2016 ticket sales plus 10% = 8700			

Celebrating 30 years of Community Radio in the Gunnison Valley

An all-day camping  
and music festival

**K B U T**  
**KAMP OUT**

**SATURDAY, AUGUST 27, 2016**

**1 BAR RANCH, GUNNISON, CO**

**MONOPHONICS**  
**NEW ORLEANS SUSPECTS**

**ANALOG SON**

**KUNG PAO**

**GUN RACK**

**EMMITT, EMMITT,  
HILL, AND PANKRATZ**

**& MORE**

early  
bird  
tickets

**\$35**

(purchase  
before  
August 5th)

[www.kbut.org](http://www.kbut.org)  
(970) 349-5225

**\$45**

at the gate

**GATES AT NOON - MUSIC ALL DAY AND NIGHT**

**LATE NIGHT DJ SETS - FREE CAMPING**





## Memorandum

**To:** City Council  
**From:** Ben Cowan  
**Date:** 1/19/2017  
**Re:** Snow Removal Budget Update

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### Purpose:

To provide the Council with a financial update regarding costs related to the recent heavy snow event.

### Background:

Lisa Starkebaum has been helping to keep us apprised of up to date costs since Finance is tracking costs retroactively upon the receipt of timesheets and invoices to be paid.

#### *Overtime*

Among the 22 Public Works and Parks employees that have been working on plowing, approximately 613 hours have been worked on overtime from January 1 through January 13. This averages to about 28 hours of overtime per employee. Some employees worked 142 hours in the last two weeks. During the last pay period The cost of this overtime is **\$24,841**. The 2017 budget for this line was \$17,100, or \$7,741 over budget. For comparison, the 2016 budget was \$16,056 and the actual expended was \$18,233, or \$2,178 over budget.

The Employee Handbook allows the City to require employees to take the overtime as compensatory time off rather than overtime paid in dollars once the budget is exceeded. As additional overtime is required, the City may elect to have employees take time off in the future up to 40 hours, or 80 upon City Manager approval to reduce further impact on the budget overage.

#### *Contracted Commercial Hauling*

The 2017 budget includes \$7,500 for contracted snow removal from private companies to assist with the removal of the mid-street windrows to the snow storage locations. Through January 13, that cost is already **\$25,281** (with one company not yet reporting costs to date). Compared to the \$7,500 budget, costs are exceeding the allowable amount by \$17,781.

#### *Repair of Equipment*

The heavy snows and ongoing operations have also had a negative impact on our equipment. Repair of the blower, used on the front of a front end loader, due to it sucking in bailing wire from windrows and the large front end loader can be accommodated in the ongoing repair budget included in the fleet fund.

The most significant cost related to repairs involved the motorgrader, which needs to go to Colorado Springs for complicated and expensive work that will range from **\$45,000 to \$60,000**. A new

January 19, 2017

motorgrader costs about \$250,000. We will be receiving a rental motorgrader from the dealer for the next month for approximately **\$7,000**.

Unfortunately, both of these costs are out of the ordinary, and cannot be absorbed in the \$72,000 annual budget for repairs.

**Summary:**

In total, the 2017 snow removal budget has already been exceeded within the first 13 days of 2017 as follows:

Overtime	\$17,100
Contracted Snow Removal	<u>\$7,500</u>
<b>2017 Available Budget</b>	<b>\$24,600</b>

Overtime	\$24,841
Contracted Snow Removal	\$25,281
Equipment Repair (worst case scenario)	\$60,000
Equipment Rental	<u>\$7,000</u>
<b>YTD Snow Removal Costs</b>	<b>\$117,122</b>

**Amount Over Budget** **\$92,522**

As December expenses are paid as December revenues come in, I will be analyzing the year end fund balance and hopefully we will be able to absorb some or all of these costs due to conservatism and departments not utilizing their entire 2016 budgets.

We also may consider dropping the fund balance to 32% (below the 33% minimum fund balance level) based on the unusual nature of this snow event since it hasn't occurred for over fifty years.

Additionally, perhaps projects such as street improvements could be deferred by this amount.

The good news is that the City both has sufficient reserves and access to liquid funds to accommodate paying for these unanticipated costs. In the next few weeks, we will continue to recalculate expected costs for the remainder of 2017 and bring a request for an additional appropriation to the Council at your February 2014 meeting, along with a staff recommendation for the source of replacement funds.

This topic will need to be a continued discussion between staff and the Council, especially if we continue to receive heavy snowfall throughout the remainder of the winter.

**Action Requested:**

- 1) Informal acknowledgment that the budget has been exceeded as described above (formal approval will come with adoption of the additional appropriations ordinance in February).
- 2) A motion authorizing the repair of the Volvo Motorgrader in an amount not to exceed \$60,000 in accordance with the City of Gunnison Purchasing Policy.

**ORDINANCE NO. 1  
SERIES 2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, AMENDING CHAPTER 2.20, PURCHASING POLICY AND PROCEDURE, OF THE CITY OF GUNNISON MUNICIPAL CODE.**

**WHEREAS**, Article XI, Section 11.8, of the City of Gunnison Municipal Home Rule Charter provides that “The Council shall establish by ordinance the procedure for entering into contracts for purchases and contracts for construction of public works...”; and

**WHEREAS**, the City Manager and Director of Finance have recommended to the City Council certain revisions to Chapter 2.20, Purchasing Policy and Procedure, of the City of Gunnison Municipal Code, which revisions the City Council wishes to adopt.

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

- A. Section 2.20.160., “Requirements for informal and formal bids per purchase”, of the City of Gunnison Municipal Code is hereby amended to read as follows:

<b>Threshold</b>	<b>Bids/Proposal</b>	<b>Notice</b>	<b>Authorization</b>
Up to \$2,000	Buyer’s best judgement	None required	Department
\$2,001 - \$25,000	Informal Purchase. A minimum of three informal written bids conforming to bid specifications shall be solicited prior to the purchase of any goods or entering into a contract for services. An informal written bid shall be a firm written price or quote for specific goods or services, which is valid for no less than 30 days.	None required	Department
\$25,001 - \$50,000	Formal Purchase. Formal sealed bids shall be required.	Request for bids shall be advertised in a newspaper of legal record a minimum of 10 days prior to the date set forth for bid opening.	City Manager
\$50,001 and over	Formal Purchase. Formal sealed bids shall be required.	Request for bids shall be advertised in a newspaper of legal record a minimum of 10 days prior to the date set forth for bid opening.	City Council

- B. Section 2.20.170., “Local preference”, of the City of Gunnison Municipal Code is hereby amended to read as follows:

It is the intention of the city of Gunnison whenever possible to use, without significant additional cost to the taxpayers, local businesses for the purchase of goods and supplies and all general services. The city intends to give local businesses an advantage in the bidding process so that funds received from such contracts will be spent by the employees of local businesses in the local economy. For the purposes of this policy, a “local business” shall be defined as any business located or based in Gunnison County. If a purchase is equal to or less than \$250,000, a local business shall be awarded a contract if its bid is within 10 percent of the lowest responsible bidder who does not have the local business designation. If a purchase is more than \$250,000, a local business shall be awarded a contract if its bid is within three percent of the lowest responsible bidder who does not have the local business designation. In the event that the two lowest responsible bidders each have a local business designation, the lowest responsible bidder shall be awarded the contract. The provisions of the local preference shall be suspended if prohibited by an external source including, but not limited to grantors, creditors, contractual agreements, or force of law.

Ordinance No. 1  
Series 2017  
Page Two

**INTRODUCED, READ, PASSED AND ORDERED PUBLISHED** this 10th day of January, 2017, on first reading, and introduced, read, and adopted on second and final reading this this 24th day of January, 2017.

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Mayor

(SEAL)

ATTEST:

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City Clerk

Published by Title in the  
Gunnison Country Times Newspaper  
January 19, 2017



**ORDINANCE NO. 2  
SERIES 2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON AMENDING CHAPTER 5.10 OF THE GUNNISON MUNICIPAL CODE, GENERAL OFFENSES, PROHIBITING THE POSSESSION OF TOBACCO PRODUCTS BY PERSONS UNDER THE AGE OF EIGHTEEN, AND PROHIBITING THE FURNISHING OF TOBACCO PRODUCTS TO PERSONS UNDER THE AGE OF EIGHTEEN.**

**WHEREAS**, the City Council of the City of Gunnison recognizes that the use of tobacco products has detrimental long-term health effects; and

**WHEREAS**, the State of Colorado prohibits the sale of tobacco products to persons under the age of eighteen; and

**WHEREAS**, prohibiting the possession of tobacco products by persons under the age of eighteen may act as a deterrent to the start of tobacco product use; and

**WHEREAS**, on November 26, 2013, the City Council passed Ordinance No. 13, Series 2013, prohibiting the possession of tobacco products by persons under the age of eighteen, with said ordinance containing a sunset date of December 31, 2016; and

**WHEREAS**, at the request of the Gunnison Youth City Council, the City Council finds that provisions of this ordinance would benefit the health, safety, and welfare of the citizens of the City of Gunnison and wishes to continue those provisions, with modification, of Ordinance No. 13, Series 2013.

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

Section 1. Section 5.10.010 of the City of Gunnison Municipal Code, Definitions, is hereby amended by the addition of the following:

“Tobacco Product” means any product that contains or is derived from tobacco or contains nicotine, and is intended to be ingested or inhaled by or applied to the skin of any individual; including but not limited to cigarettes, cigars, chewing tobacco, e-cigarettes, vape pens or vaporizing apparatus, except that “tobacco product” does not mean any product that the Food and Drug Administration of the United States Department of Health and Human Services has approved as a tobacco use cessation product.

Section 2. Chapter 5.10 of the City of Gunnison Municipal Code, General Offenses, is hereby amended by the addition of the following section:

Sec. 5.10.271. Unlawful Possession of Tobacco Products by Persons Under the Age of Eighteen.

A. No person under the age of eighteen years shall possess any tobacco product within the City of Gunnison.

B. No person under the age of eighteen years shall purchase or attempt to purchase any tobacco product within the City of Gunnison.

C. No person shall knowingly give, sell, or distribute any tobacco product to any person who is under the age of eighteen years within the City of Gunnison.

D. It shall not be an offense under this section if the person under the age of eighteen years was acting at the direction of an employee of a governmental agency authorized to enforce or ensure compliance with laws relating to the prohibition of the sale of cigarettes and tobacco products to persons under the age of eighteen years.

E. Violation of any of the provisions of this section is a petty offense.

Section 3. Penalties and Procedures.

A. A person receiving a summons for the alleged violation of Sect. 5.10.271, shall appear in Gunnison Municipal Court with a parent or legal guardian on the date set forth on the summons. Should the minor fail to appear with a parent or legal guardian, a summons shall be issued for both the minor and the minor's parent(s) or legal guardian(s) compelling the attendance in Gunnison Municipal Court of the minor and at least one of the minor's parents or legal guardians.

B. Upon issuance of a first summons and complaint for a violation of Section 5.10.271, if such person appears before the Municipal Court accompanied by a parent or guardian, such person, upon conviction, shall be sentenced to participate in and complete a tobacco product education class and to pay the fees associated therewith. If such person, with the express consent of a parent or guardian, refuses to take the tobacco education class, the Court shall assess as a penalty an amount equal to the fees charged for such class.

C. Upon a second conviction, the Court shall assess a penalty of \$50.00 and/or order the person so convicted to participate in the tobacco product education class a second time.

D. For a third or more conviction, the Court shall assess a penalty in the amount of \$100.00.

Section 4. The provisions of this ordinance shall remain in effect until amended or repealed by action of the City Council of the City of Gunnison.

Section 5. If any section of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of the ordinance. The Council of the City of Gunnison hereby declares it would have passed this ordinance, and each section thereof, irrespective of the fact that any one or more sections be declared unconstitutional.

**INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED** this 24th day of January, 2017, on first reading, and introduced, read, and adopted on second and final reading this \_\_\_th day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Published by Title in the  
Gunnison Country Times Newspaper  
Thursday, February 2, 2017

**ORDINANCE NO. 3  
SERIES 2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON  
ADOPTING WRITE-IN CANDIDATE AFFIDAVIT REQUIREMENTS FOR CITY OF  
GUNNISON MUNICIPAL ELECTIONS**

**WHEREAS**, the City of Gunnison is a Colorado home-rule municipality; and

**WHEREAS**, the City of Gunnison has adopted the Colorado Municipal Election Code as contained in Title 31-10-101, et. Seq., except for such provisions as detailed in Article II, Elections, of the City Charter; and

**WHEREAS**, Section 31-10-306, C.R.S., Write-in candidate affidavit, provides that a municipality may provide by ordinance that no write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the clerk by the person whose name is written in prior to sixty-four days before the day of the election indicating that such person desires the office and is qualified to assume the duties of that office if elected; and

**WHEREAS**, City staff recommends that the City adopt such regulation by ordinance for City of Gunnison Municipal Elections.

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

Section 1. The City of Gunnison hereby adopts the provisions of 31-10-306, C.R.S., and ordains that no write-in vote for any municipal office shall be counted unless an affidavit of intent has been filed with the clerk by the person whose name is written in prior to sixty-four days before the day of the election indicating that such person desires the office and is qualified to assume the duties of that office if elected.

Section 2. The City of Gunnison adopts the provisions of Section 31-10-306, C.R.S., as such may be amended.

Section 3. Should any section, clause, phrase, or provision of this ordinance be ruled invalid or unenforceable by any court of competent jurisdiction, it is hereby declared the intent of the City Council of the City of Gunnison, Colorado, that the remaining provisions of this ordinance shall be given full force and effect if it is possible to do so.

**INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED** this 24th day of January, 2017, on first reading, and introduced, read, passed and adopted on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

Published by Title in the  
Gunnison Country Times Newspaper  
February 2, 2017

**RESOLUTION NO. 2  
SERIES 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, DIRECTING THE CITY CLERK OF THE CITY OF GUNNISON TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR MAY 9, 2017, AS A MAIL BALLOT ELECTION AND TO SET GUNNISON CITY HALL AS THE VOTING PRECINCT PHYSICAL VOTING CENTER FOR SAID ELECTION**

**WHEREAS**, the City Council of the City of Gunnison is desirous of engaging as many of the registered electors of the City of Gunnison as possible in the regularly scheduled municipal election of May 9, 2017; and

**WHEREAS**, previous Regular Municipal Elections, conducted as mail ballot elections, have resulted in higher voter participation by the registered electors and City Council believes a mail ballot election encourages voter participation; and

**WHEREAS**, Section 2.3 of the Gunnison Municipal Home Rule Charter creates one voting precinct in the City of Gunnison and eligible voters may be desirous of physically dropping off their voted mail ballots or voting their mail ballots in person on Election Day.

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

1. The City Clerk of the City of Gunnison, is hereby authorized and directed to conduct the Regular Municipal Election of the City of Gunnison, Colorado, scheduled for May 9, 2017, as a mail ballot election pursuant to the "Colorado Mail Ballot Election Act, Title 31, Article 10, Part 9 C.R.S."
2. Gunnison Municipal Hall, 201 W. Virginia Avenue in Gunnison, Colorado, is hereby designated as the mail ballot drop off location and voting center for the May 9, 2017, Regular Municipal Election.

**INTRODUCED, READ, PASSED AND ADOPTED** by the City Council of the City of Gunnison, Colorado, at a regular meeting held this 24th day of January, 2017.

(SEAL)

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Mayor

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City Clerk

**RESOLUTION NO. 3  
SERIES 2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON,  
COLORADO, TO CANCEL THE REGULAR SESSION MEETING DATE OF CITY  
COUNCIL WHICH WAS ORIGINALLY SCHEDULED FOR MAY 9, 2017**

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

**WHEREAS**, the City Council is desirous of canceling one such meeting initially scheduled for the day of the Municipal Regular Election, May 9, 2017.

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

The Regular Session meeting of the City Council scheduled for May 9, 2017, be canceled.

**INTRODUCED, READ, PASSED AND ADOPTED** by the City Council of the City of Gunnison, Colorado, this 24th day of January, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
City Clerk