

WORK SESSION

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF AGENDA
- V. PUBLIC COMMENT
- VI. DISCUSSION ITEMS

Items listed under this section are for discussion only.

- a. Discussion of possible removal of a deed restriction placed on 308 Bee McClure Drive requiring that the occupants of the residence thereon be full time residents.
 - b. Discussion of designating the City of Creede as a Second Amendment Sanctuary City.
 - c. Discussion of possible creation of a law enforcement position within the City of Creede.
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- VII. ADJOURN



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Eryn K Felman
Mineral County Clerk

11-19

7:32 AM RS46 01 DS000

**CITY OF CREEDE
RESIDENT HOUSING DEED RESTRICTION**

THIS DEED RESTRICTION ("Deed Restriction") is made and executed this 3rd day of November, 2009, by **Jonathan D. Allsup and Elizabeth R. Zurn** ("Owner's"), whose address is *Lot 15b, Creede Circle*, PO Box 269, Creede, CO 81130, for the benefit of the City of Creede, a Colorado statutory municipality.

WHEREAS, as a condition of a subdivision application submitted by the Creede America Group, LLC in July of 2009 to create one additional single family residential home lot, the Town Board of the City of Creede required that the two home lots created shall be burdened and restricted by covenants which limit the ownership and use of the residential to full time residents, in accordance with the terms set forth in this Deed Restriction.

NOW, THEREFORE, for value received, the Owner does hereby declare and impose the following covenants on the real Property described below, which covenants shall burden and run with the Property in perpetuity for the benefit of the City until modified or released by the City.

COVENANTS

1. **Property.** The parcel of real estate described as "**Lot 15B, Creede America Subdivision**" according to the plat thereof recorded at **reception No. 65980** in the office of the Mineral County Clerk and Recorder, Colorado ("**Property**") is hereby burdened with the covenants set forth in this Deed Restriction.

2. **Definitions.** The following definitions shall apply to terms used in the Deed Restriction:

a. **Full Time Resident** shall mean a natural person who uses the Property as the primary residence of such person and which primary residence status shall be determined by the City which may consider the rules for determining residence for voter registration purposes in the State of Colorado as set forth in Colorado Revised Statutes §1-2-102, and which primary residence status may be evidenced by voter registration, driver's license registration, motor vehicle registration, utility bills, federal and state tax returns, business pursuits, location of employment, residence of children and spouses, situs of personal property, existence of other residences and the amount of time spent at each residence, and other information which the City deems is relevant to the determination of primary residence.

b. **Non-Qualified Owner** shall mean any person who does not meet the definition of Qualified Owner including persons who originally qualified as a Qualified Owner but whose circumstances change and who no longer meet the definition of Qualified Owner.

c. **Owner** shall mean the Owner of the Property and may include either a Qualified Owner or Non-Qualified Owner, as the context requires.



- d. **Part Time Resident** shall mean a natural person who does not meet the definition of Full Time Resident
 - e. **Qualified Lessee** shall mean a natural person who is a Full Time Resident of the City and whose qualifications have been certified by the City at the time the Lessee begins a lease and occupies the Property
 - f. **Qualified Owner** shall mean a natural person who is a Full Time Resident of the City that possesses an ownership interest in the Property in compliance with the terms and provisions of this Deed Restriction and whose qualifications to own the Property have been certified by the City at the time the Owner takes title to the Property, or the City of Creede, Colorado or its designee
 - g. **Second Home** shall mean the status of the Property when used by any person who has a primary residence that is other than the Property.
 - h. **Short Term Rental** shall mean the rental or lease of the Property for a period of time that is less than thirty (30) days
3. **Use of the Property.** The use of the Property shall be limited to occupancy by a Qualified Owner, renters who qualify as Full Time Residents provided that a Qualified Owner resides at the Property, immediate family members of a Qualified Owner or Qualified Lessee and temporary invitees who do not provide compensation for temporary residence at the Property. A Qualified Owner may rent or lease rooms in the Property or may rent all of the Property to a natural person or persons who meet the definition of Full Time Resident(s) and is a Qualified Lessee for periods of thirty (30) days or longer. Occupancy of the Property by Part Time Resident shall not be allowed and is prohibited. Use of the property as a Second Home or for Short Term Rental shall not be allowed and is prohibited. Any use of the Property which is not allowed or is prohibited by this Deed Restriction shall constitute a default and shall be subject to the enforcement provisions and remedies contained herein.
4. **Re-Sale Controls.** The Property may not be sold or otherwise transferred to any person other than a Qualified Owner in accordance with the procedures for prior verification contained in this Paragraph 4.
- a. Owner shall deliver to the City a written notice of intent to sell the Property which notice shall include the name(s) of the buyer(s) and all information required to determine whether the buyer(s) is a Full Time Resident and would meet the definition of Qualified Owner;
 - b. Buyer shall submit an administrative fee in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to the City to pay for the cost of reviewing and rendering a determination as to whether a prospective buyer(s) meets the definition of Full Time Resident and would meet the definition of Qualified Owner;



- c. Once the City has received complete information concerning the prospective buyer(s) and has received the administrative fee, the City shall review the information and make a written determination as to whether the buyer(s) meets the definition of Full Time Resident or Qualified Owner within a reasonable time and not to exceed thirty (30) days;
- d. The City may require the Buyer to reimburse the City for any additional costs that are incurred in the review and determination of whether a buyer(s) meets the definition of Full Time Resident and would meet the definition of Qualified Owner, including but not limited to legal costs, title review costs, and investigation costs;
- e. The Owner may sell and convey the Property to the buyer(s) that is determined in writing by the City to be a Full Time Resident and will be a Qualified Owner.

5. **Lease Controls.** Rooms within the Property may not be leased to any person other than a Full Time Resident in accordance with the procedures for prior verification contained in this Paragraph 5, no more than four (4) rooms may be rented, and the Property shall not be occupied by more than four (4) unrelated persons.

- a. Owner shall deliver to the City a written notice of intent to lease the Property which notice shall include the name(s) of the lessee(s) and all information required to determine residency;
- b. Owner shall submit an administrative fee in the amount of ONE HUNDRED AND FIFTY DOLLARS (\$150.00) to the City pay for cost of reviewing and making a determination as to whether a prospective lessee(s) meets the definition of Full Time Resident(s);
- c. Once the City has received complete information concerning the prospective lessee(s) and has received the administrative fee, the City shall review the information and make a written determination as to whether the lessee(s) meets the definition of Full Time Resident within a reasonable time and not to exceed thirty (30) days;
- d. The City may require the Owner (after Owner is notified of estimated costs) to reimburse the City for any additional costs that are incurred in the review and determination of whether a lessee(s) meets the definition of Full Time Resident, including but not limited to legal costs, title review costs, and investigation costs; and,
- e. The Owner may lease the Property to the lessee(s) that is determined in writing by the City to be a Qualified Lessee.

6. **Default by Owner.** A default by Owner shall include breach of the covenants set forth in this Deed Restriction, including without limitation any of the following:

- a. Transfer or conveyance of the Property to a person or entity that is not a Qualified Owner.



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Eryn K. Fullman
Mineral County Clerk

- b. Acceptance of the Property by a person or entity that is not a Qualified Owner.
- c. Transfer or conveyance of the Property to a person who is a Qualified Owner prior to obtaining certification from the City that such person is a Qualified Owner.
- d. Lease of the Property to a person or entity that is not a Full Time Resident.
- e. Lease of the Property to person who is a Full Time Resident prior to obtaining certification from the City that such person is a Full Time Resident and Qualified Lessee.
- f. Failure to make payments and comply with the terms of any deed of trust placed on the Property.
- g. Executing a deed of trust, lien or other encumbrance which encumbers the Property with an indebtedness or obligation that exceeds eighty-five (85%) of the loan to value ratio of the Property at the time of executing such deed of trust, lien or other encumbrance, except that the initial conveyance of the Property to “**Jonathan D. Allsup and Elizabeth R. Zurn**” shall allow a deed of trust with an indebtedness in the amount of 102% of the value of the property and which deed of trust shall not constitute a default of this Deed Restriction if executed prior to December 31, 2010.
- h. Any action by the Owner to encumber the Property in a manner that conflicts with the terms of this Deed Restriction or renders compliance with the terms of this Deed Restriction impossible or impractical

7. Notice and Cure. In the event a violation of this Deed Restriction is discovered, the City shall send a written notice of default to the Owner detailing the nature of the default and providing sixty five (65) days for the Owner to cure such default. The notice shall state that the Owner may request in writing a hearing before the Town Board of the City which may be held no sooner than ten (10) days after the date of mailing the notice of default. If no hearing is requested in writing and the violation is not cured within sixty-five (65) days of mailing the notice of default, the Owner shall be deemed to be violation of this Deed Restriction. If a hearing is held, the decision of the Town Board of the City shall be final for the purpose of determining if a violation has occurred. In the event of any lease to a Part Time Resident or use of the Property as a Short Term Rental, any amounts collected or receipt of other things of value by the Owner or assigns under such leases shall be paid to the City as a material requirement of curing the notice of default.

8. Remedies. In the event of non-performance, default or breach of any term of this Deed Restriction, either party shall have the right to enforce the other party’s obligations herein by an action for any equitable remedy, including injunction or specific performance, as well as pursue an action to recover damages. In addition, any amount due and owing to the City shall bear interest at the rate of one percent (1%) per month, compounded monthly, until paid in full. The City shall be entitled to recover any costs related to enforcement of this Deed Restriction, including but not limited attorney’s fees, court filing costs and county recording costs. In addition to any other remedy provided by law or equity, the City may attach a lien for any



amount due to the City upon the Property and enforce the lien as a general mechanic's lien in the manner and according to the procedures set forth in Colorado Revised Statutes, Title 38, Article 22, and the Owner expressly waives any objection to the attachment of a lien or enforcement as a general mechanic's lien for amounts due to the City. In the event of a transfer or conveyance of the Property which violates the terms of this Deed Restrictions and constitutes a default, both the grantor and grantee shall be jointly and severally liable for any damages and costs due under this Deed Restriction.

9. Liquidated Damages. The parties acknowledge and agree that in the event of a default by the Owner, the determination of actual monetary damages would be difficult to ascertain. Therefore, the City and Owner hereby agree that liquidated damages shall be calculated and applied in the amount of TWO HUNDRED DOLLARS (\$200.00) per day for each day that the Owner is in default of this Deed Restriction and has failed to cure the default. Liquidated damages shall be in addition to the City's ability to recover costs as stated in Paragraph 8 above. Liquidated damages shall be in addition to the City's right to seek equitable remedies of injunction and/or specific performance. In the event of any lease to a Part Time Resident or use of the Property as a Short Term Rental, any amounts collected or receipt of other things of value by the Owner or assigns under such leases shall be paid to the City as additional liquidated damages above and in addition to the amounts specified above.

10. Release of Deed Restriction in Event of Foreclosure or Deed in Lieu. In the event of foreclosure or acceptance of a deed in lieu of foreclosure by the holder of a deed of trust this Deed Restriction shall be automatically and permanently released and terminated and shall be of no further force and effect if, and only if, the conditions in this Paragraph 10 are satisfied. In the event of release and termination of the Deed Restriction, the City, or its authorized successor, shall cause to be recorded in the records of the Clerk and Recorder for Mineral County, Colorado, a full and complete release of this Deed Restriction.

The conditions which must be satisfied prior to the release and termination of the deed restriction shall be as follows:

- a. The deed of trust, lien or other encumbrance against the Property must have previously been recorded in the Clerk and Recorder's Office of Mineral County, Colorado.
- and,**
- b. The holder of the deed of trust, lien or other encumbrance has given to the City notice of Owner's default of the deed of trust or lien, which includes:
 - i. The legal description and physical address of the Property;
 - ii. The Owner's name;
 - iii. The name, mailing address, e-mail address, phone number and contact person of the holder of the deed of trust or lien;



- iv. A copy of the recorded deed of trust, lien or other instrument creating an encumbrance on the Property; and,
- v. Copies of any and all notices of default, notice of foreclosure or correspondence between the holder of the deed of trust or lien and the Owner.

and,

- vi. The deed of trust, lien or other encumbrance placed on the Property did not exceed eighty-five percent (85%) of the loan to value ratio of the Property when considered with all existing deeds of trust, liens or other encumbrances at the time of recording such document.

and,

- d. The Option Period as set forth in Paragraph 11 below has expired without exercise of the Option to Purchase by the City or assigns;

or,

- e. The City has exercised the Option to Purchase but failed to close or perform under the Option to Purchase.

11. Option to Purchase. In the event of default by the Owner which is not cured, or upon receipt of a notice of foreclosure or other notice of default provided by the holder of a deed of trust or other encumbrance as provided in Paragraph 10 above (whichever is earlier), the City shall have the option to purchase ("**Option to Purchase**") the Property in accordance with the procedures and terms set forth in this Paragraph 11 as follows:

- a. The City shall have an Option to Purchase for sixty-five (65) days ("**Option Period**").
- b. The City shall have right of entry onto and into the Property during the Option Period to inspect the Property.
- c. The City shall have the right to purchase the Property for the amount due to the holders of any deeds of trust, liens or other encumbrances up to the maximum amount defined in Paragraph 6.g. above, which amounts shall be paid in order of priority of the holders of such deeds of trusts, liens or other encumbrances provided that this Deed Restriction shall remain in effect and burden the Property after acquisition by the City and upon reconveyance to a subsequent Qualified Owner.
- d. The City shall have the right to assign the City's right to purchase the Property to any Qualified Owner provided that this Deed Restriction shall remain in effect and burden the Property.



- c. Upon payment by City or assigns, Owner shall convey title to the Property by a special warranty deed in accordance with Colorado Revised Statute §38-30-115 and shall include the words, "and warrant title against all persons claiming under me."
 - f. Normal and customary closing costs shall be shared equally between the Owner and City or City's assigns. The City or assigns shall be responsible, at its cost, for any and all title insurance fees, document fees, and recording fees of the deed. Taxes shall be prorated based upon taxes for the calendar year immediately preceding closing.
 - g. If the City or assigns do not exercise the Option to Purchase during the Option Period, then the holder of a deed of trust shall be entitled to a release and termination of this Deed of Trust in accordance with Paragraph 10 above. In the event that City's Option to Purchase arises from a default by Owner and not a notice of foreclosure or notice of default submitted by the holder of a deed of trust to the City, then the City may unilaterally extend the Option Period until such time as City, or assigns, exercise the Option to Purchase or the Owner cures any and all defaults.
12. **Tax Sale.** In the event of a tax sale this Deed Restriction shall remain in full force and effect, shall run with and burden the land, and shall constitute a condition of the subdivision and land use approval which shall survive and sale of the Property through a tax lien sale process.
13. **General Provisions.**
- a. **Severability.** If any term, provision, covenant or condition of this Deed Restriction is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Deed Restriction shall continue and remain in full force and effect.
 - b. **Counting Days.** The final day of any notice, default or other event falls on a Saturday, Sunday or legal holiday recognized by the State of Colorado, the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.
 - c. **Waiver.** No waiver of one or more of the terms or provisions of this Deed Restriction shall be effective unless provided in writing. No waiver of any term or provision of this Deed Restriction in any instance shall constitute a waiver of such provision in any other instance. The Town Board may provide a waiver along with any conditions of the waiver with regard to any of the terms and provisions in this Deed Restriction where unusual or unforeseen circumstances exist and the Owner is diligently seeking to cure a default and such waiver, with conditions if any, supports the purpose and intention of this Deed Restriction.
 - d. **Amendment.** This Deed Restriction may only be amended by the mutual agreement of the Owner and the City.
 - e. **Recording.** The City may record this Deed Restriction in the Clerk and Recorder's Office of Mineral County, Colorado.



- e. Assignment.** The City may assign this Deed Restriction and all rights and obligations, without consent of the Owner, to any other public entity, non-profit corporation or other entity which is organized and exists for the purpose to provide and promote affordable housing for full time residents.
- g. No Third Party Beneficiaries.** Nothing contained in this Deed Restriction is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party.
- h. Choice of Law.** This Deed Restriction shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising from this Deed Restriction shall be in Mineral County, Colorado.
- i. Successors.** Except as otherwise provided herein, the provisions and covenanted contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties. The covenants shall be a burden upon and run with the Property for the benefit of the City or the City's assigns, who may enforce the covenants and compel compliance therewith through the initiation of judicial proceedings for, but not limited to, specific performance, injunctive relief, reversion, eviction and damages.
- j. Section Headings.** Paragraph or section headings within this Deed Restriction are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- k. Gender and Number.** Whenever the context so requires in this Deed Restriction, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- l. Notice.** Any notice, consent or approval, which is required to be given hereunder, shall be given by either depositing in the U.S. Mail with first class postage pre-paid; mailing by certified mail with return receipt requested; sending by overnight delivery with a nationally recognized courier service that delivers to the physical address of the intended recipient; or, by hand-delivering to the intended recipient. Notices shall be provided to the City of Creede at P.O. Box 457, 2223 North Main Street, Creede, CO 81130. Notices shall be provided to Owner at the address provided by the Mineral County Assessor's office or may be hand-delivered to any occupant at the Property who is over eighteen (18) years of age.



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Eryn K Follman
Mineral County Clerk

IN WITNESS WHEREOF the Owner and I my have executed this instrument on the day and the year first written above

Owner's:

By: JONATHAN D. ARLSON
(print name)

Signature

By: Elizabeth Zurn
(print name)

Signature

STATE OF COLORADO)

COUNTY OF Mineral) ss.

The foregoing instrument was acknowledged before me this 3rd day of November, 2009,

My commission expires:

July 12, 2011

Notary Public



CITY OF CREEDE, CO:

By: Mark M. Shepard
Mark M. Shepard, Mayor

Attest: Penelope J. Wilson
Penelope J. Wilson, Town Clerk

STATE OF COLORADO)

COUNTY OF MINERAL) ss.

Subscribed before me this 3rd day of November, 2009, by Mark M. Shepard, as Mayor, and Penelope J. Wilson, as Town Clerk of the City of Creede, a Colorado municipal corporation.

My commission expires:

May 10, 2011

Notary Public



HB19-1177

Extreme Risk Protection Orders

Concerning creation of an extreme risk protection order, and, in connection therewith, making an appropriation.

SESSION: 2019 Regular Session

SUBJECT: Courts & Judicial

BILL SUMMARY

The bill creates the ability for a family or household member or a law enforcement officer to petition the court for a temporary extreme risk protection order (ERPO) beginning January 1, 2020. The petitioner must establish by a preponderance of the evidence that a person poses a significant risk to self or others by having a firearm in his or her custody or control or by possessing, purchasing, or receiving a firearm. The petitioner must submit an affidavit signed under oath and penalty of perjury that sets forth facts to support the issuance of a temporary ERPO and a reasonable basis for believing they exist. The court must hold a temporary ERPO hearing in person or by telephone on the day the petition is filed or on the court day immediately following the day the petition is filed.

After issuance of a temporary ERPO, the court must schedule a second hearing no later than 14 days following the issuance to determine whether the issuance of a continuing ERPO is warranted. The court shall appoint counsel to represent the respondent at the hearing. If a family or household member or a law enforcement officer establishes by clear and convincing evidence that a person poses a significant risk to self or others by having a firearm in his or her custody or control or by possessing, purchasing, or receiving a firearm, the court may issue a continuing ERPO. The ERPO prohibits the respondent from possessing, controlling, purchasing, or receiving a firearm for 364 days.

Upon issuance of the ERPO, the respondent shall surrender all of his or her firearms and his or her concealed carry permit if the respondent has one. The respondent may surrender his or her firearms either to a law enforcement agency or a federally licensed firearms dealer, or, if the firearm is an antique or relic or curio, the firearm may be surrendered to a family member who is eligible to possess a firearm and who does not reside with the respondent. If a person other than the respondent claims title to any firearms surrendered to law enforcement, the firearm shall be returned to him or her.

The respondent can motion the court once during the 364-day ERPO for a hearing to terminate the ERPO. The respondent has the burden of proof at a termination hearing. The court shall terminate the ERPO if the respondent establishes by clear and convincing evidence that he or she no longer poses a significant risk of causing personal injury to self or others by having in his or her custody or control a firearm or by purchasing, possessing, or receiving a firearm. The court may continue the hearing if the court cannot issue an order for termination at that time but believes there is a strong possibility the court could issue a termination order prior to the expiration of the ERPO.

The petitioner requesting the original ERPO may request an extension of the ERPO before it expires. The petitioner must show by clear and convincing evidence that the respondent continues to pose a significant risk of causing personal injury to self or others by having a firearm in his or her custody or control or by purchasing, possessing, or receiving a firearm. If the ERPO expires or is terminated, all of the respondent's firearms must be returned within 3 days of the respondent requesting return.

The bill provides a respondent who had a malicious or false petition for a temporary extreme risk protection order or extreme risk protection order filed against him or her with a private cause of action against the petitioner. In the action, the plaintiff is entitled to actual damages, attorney fees, and costs.

The bill requires the state court administrator to develop and prepare standard petitions and ERPO forms. Additionally, the state court administrator at the judicial department's "State Measurement for Accountable, Responsive, and Transparent (SMART) Government Act" hearing shall provide statistics related to petitions for ERPOs.

The bill appropriates \$119,392 from the general fund to the judicial department for court costs and court-appointed counsel costs.

(Note: This summary applies to the reengrossed version of this bill as introduced in the second house.)

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PRIME SPONSORS



Representative
[Tom Sullivan \(/legislators/tom-sullivan\)](/legislators/tom-sullivan)



Representative
[Alec Garnett \(/legislators/alec-garnett\)](/legislators/alec-garnett)

Senator
[Lois Court \(/legislators/lois-court\)](/legislators/lois-court)



Senator
[Brittany Pettersen \(/legislators/brittany-pettersen\)](/legislators/brittany-pettersen)

COMMITTEES

House

[Judiciary \(/committees/judiciary/2019-regular-session-0\)](/committees/judiciary/2019-regular-session-0)

House

[Appropriations \(/committees/appropriations/2019-regular-session\)](/committees/appropriations/2019-regular-session)

Senate

[State, Veterans, & Military Affairs \(/committees/state-veterans-military-affairs/2019-regular-session\)](/committees/state-veterans-military-affairs/2019-regular-session)

Senate

[Appropriations \(/committees/appropriations/2019-regular-session-0\)](/committees/appropriations/2019-regular-session-0)

Status

Introduced

Passed

Menu

Bill Text

Bill Text

[All Versions \(6\)](#)



DATE

BILL TYPE

DOCUMENTS

Final Act

PDF

http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_enr.pdf

DATE	BILL TYPE	DOCUMENTS
03/28/2019	Rerevised	PDF (http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_rer.pdf)
03/22/2019	Revised	PDF (http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_rev.pdf)
03/04/2019	Reengrossed	PDF (http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_rn2.pdf)
03/01/2019	Engrossed	PDF (http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_eng.pdf)
02/14/2019	Introduced	PDF (http://leg.colorado.gov/sites/default/files/documents/2019A/bills/2019a_1177_01.pdf)

[Preamended Versions \(3\)](#)



RELATED BILLS

SB17-051

[Revisions To Victims' Rights Laws \(/bills/sb17-051\)](#)

SB19-211

[Mental Health Criminal Diversion Program \(/bills/sb19-211\)](#)

SB17-125

[Lump-sum Compensation For Exonerated Persons \(/bills/sb17-125\)](#)

RELATED PUBLICATIONS

Other

[Alternative Funding Options for Court Facilities, National Center for State Courts \(/publications/alternative-funding-options-court-facilities-national-center-state-courts\)](#)

Issue Briefs

[The Pet Animal Care and Facilities Act \(19-06\) \(/publications/pet-animal-care-and-facilities-act-19-06\)](#)

Issue Briefs

[Extreme Risk Protection Orders \(19-08\) \(/publications/extreme-risk-protection-orders-19-08\)](#)



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[How a Bill Becomes a Law](#)

[\(/sites/default/files/bill_becomes_law_chart.pdf\)](#)

Colorado General Assembly

Colorado General Assembly

200 E Colfax Avenue

Denver, CO 80203

comments.ga@state.co.us (<mailto:comments.ga@state.co.us>)

RESOURCES & INFORMATION

[Rules & Regulations of Executive Agencies \(/executive-agency-rules-regulations\)](#)

[State Home \(http://www.colorado.gov/\)](http://www.colorado.gov/)

[Transparency Online Project \(https://www.colorado.gov/apps/oit/transparency/index.html\)](https://www.colorado.gov/apps/oit/transparency/index.html)

[Legislative Workplace Study \(/publications/legislative-workplace-study\)](#)

[Legislative Resources & Requirements \(/legislative-resources-requirements\)](#)

[Salaries for Legislators, Statewide Elected Officials, and County Officers \(https://leg.colorado.gov/agencies/legislative-council-staff/salaries-legislators-and-county-officers\)](https://leg.colorado.gov/agencies/legislative-council-staff/salaries-legislators-and-county-officers)

POLICIES

[Capitol Security Protocol \(/node/580141/\)](#)

[Open Records Requests & Policy \(/open-records-requests\)](#)

[Privacy Policy \(http://leg.colorado.gov/sites/default/files/privacypolicy.pdf\)](http://leg.colorado.gov/sites/default/files/privacypolicy.pdf)

[Public Wi-Fi \(http://leg.colorado.gov/sites/default/files/publicwifi.pdf\)](http://leg.colorado.gov/sites/default/files/publicwifi.pdf)

[Services for Persons with Disabilities \(http://leg.colorado.gov/publications/legislative-branch-policy-services-persons-disabilities-provide-access-official\)](http://leg.colorado.gov/publications/legislative-branch-policy-services-persons-disabilities-provide-access-official)

[Workplace Harassment Policy \(https://leg.colorado.gov/workplace-harassment-policy\)](https://leg.colorado.gov/workplace-harassment-policy)

FOR LEGISLATORS & STAFF

[Ethics Tutorial \(https://sites.google.com/view/coga-ethics-tutorial/\)](https://sites.google.com/view/coga-ethics-tutorial/)

[IT Login \(https://leg.colorado.gov/user/login\)](https://leg.colorado.gov/user/login)

[New Member Orientation \(/new-member-orientation\)](#)

[Social Calendar \(/social-calendar\)](#)

[House and Senate Rules \(/house-senate-rules\)](#)

**2018 Coos County State of Oregon
Second Amendment Sanctuary Ordinance**

SECTION 1. TITLE

The title of this ordinance shall be known as the "Second Amendment Sanctuary Ordinance," or "SASO."

SECTION 2. FINDINGS

The people of Coos County Oregon find and declare:

- A. Acting through the United States Constitution, the people created government to be their agent in the exercise of a few defined powers, while reserving the citizen's right to decide on matters, which concern their lives, liberties, and properties in the ordinary course of affairs;
- B. The Second Amendment to the Constitution of the United States of America states, "*A well-regulated Militia being necessary to the security of a free State, the right of the People to keep and bear arms, shall not be infringed*";
- C. The rights of the people to keep and bear arms are further protected from infringement by State and Local Governments under the Ninth and Tenth Amendments to the Constitution of the United States of America as well as Article 1 of the Constitution of the Great State of Oregon;
- D. Article 1, Section 27 of the Constitution of the Great State of Oregon states, "*The people shall have the right to bear arms for the defense of themselves, and the State, but the Military shall be kept in strict subordination to the civil power*";
- E. Article 1, Section 33 of the Constitution of the Great State of Oregon states, "*This enumeration of rights and privileges shall not be construed to impair or deny others retained by the people*";
- F. The Supreme Court of the United States of America in *District of Columbia v. Heller* upheld the individual rights to bear arms as protected by the Second Amendment of the Constitution of the United States of America. Justice Scalia's opinion stated that the Second Amendment protects an individual's right to possess a firearm unconnected with service in a militia, and to use that firearm for traditionally lawful purposes, such as self-defense within the home;
- G. Justice Thomas M. Cooley in the *People v. Hurlbut* 24 Mich. 44, page 108 (1871) he surmises: "*The State may mould local institutions according to its views of policy or expediency; but local government is matter of absolute right; and the state cannot take it away*";
- H. The Fourteenth Amendment to the Constitution of the United States of America Section 1 it states, "*No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws*";

- I. There is a right to be free from the commandeering hand of government that has been most notably recognized by the United States Supreme Court in *Printz v. United States*. The Court held: ‘The Federal Government may neither issue directives requiring the States to address particular problems, nor command the States’ officers, or those of their political subdivisions, to administer or enforce a federal regulatory program. The anticommandeering principles recognized by the U.S. Supreme Court in *Printz v. United States* are predicated upon the advice of James Madison, who in *Federalist #46* advised “a refusal to cooperate with officers of the Union” in response to either unconstitutional federal measures or constitutional but unpopular federal measures;
- J. It should be self-evident from the compounding evidence that the right to keep and bear arms is a fundamental individual right that shall not be infringed and all local, state, and federal acts, laws, orders, rules or regulations regarding firearms, firearms accessories, and ammunition are a violation of the Second Amendment;
- K. Local governments have the legal authority to refuse to cooperate with state and federal firearm laws that violate those rights and to proclaim a Second Amendment Sanctuary for law-abiding citizens in their cities and counties;
- L. Therefore, through the enactment of this document Coos County Oregon is hereby a Second Amendment Sanctuary County;

SECTION 3. PROHIBITIONS

- A. Other than in compliance with an order of a District or Circuit court, and notwithstanding any other law, regulation, rule or order to the contrary, no agent, department, employee or official of Coos County, a political subdivision of the State of Oregon, while acting in their official capacity, shall:
 - 1) Knowingly and willingly, participate in any way in the enforcement of any Extraterritorial Act, as defined herein regarding personal firearms, firearm accessories, or ammunition.
 - 2) Utilize any assets, county funds, or funds allocated by any entity to the county, in whole or in part, to engage in any activity that aids in the enforcement or investigation relating to personal firearms, firearm accessories, or ammunition.

SECTION 4. PENALTIES

- A. All local, state and federal acts, laws, orders, rules, or regulations, which restrict or affect an individual person’s, or The Peoples’, general right to keep and bear arms, including firearms, firearm accessories or ammunition shall be foreign laws and defined as Extraterritorial Acts, and are invalid in this county. Such Extraterritorial Acts shall not be recognized by Coos County, are specifically rejected by the voters of this county, and shall be considered null, void and of no effect in Coos County Oregon, and this includes, but shall not be limited to the following:

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- 1) Any tax, levy, fee, or stamp imposed on firearms, firearm accessories, or ammunition not common to all other goods and services on the purchase or ownership of those items by citizens; and
 - 2) Any registering or tracking of firearms, firearm accessories, or ammunition;
 - 3) Any registering or tracking of the owners of firearms, firearm accessories, or ammunition;
 - 4) Any registration and background check requirements on firearms, firearm accessories, or ammunition for citizens; and
 - 5) Any Extraterritorial Act forbidding the possession, ownership, or use or transfer of any type of firearm, firearm accessory, or ammunition by citizens of the legal age of eighteen and over; and
 - 6) Any Extraterritorial Act ordering the confiscation of firearms, firearm accessories, or ammunition from citizens; and
 - 7) Any prohibitions, regulations, and/or use restrictions related to ownership of non-fully automatic firearms, including but not limited to semi-automatic firearms; including semiautomatic firearms that have the appearance or features similar to fully automatic firearms and/or military "assault-style" firearms by citizens; and
 - 8) Any prohibition, regulations, and/or use restrictions limiting hand grips, stocks, flash suppressors, bayonet mounts, magazine capacity, clip capacity, internal capacity, or types of ammunition available for sale, possession or use by citizens; and
 - 9) Any restrictions prohibiting the possession of open carry or concealed carry, or the transport of lawfully acquired firearms or ammunition by adult citizens or minors supervised by adults.
- B. Anyone within the jurisdiction of Coos County Oregon accused to be in violation of this ordinance may be made a defendant in a civil proceeding pursuant to ORS 203.065.
- C. Fines recovered under ORS 203.030 to 203.075 shall be paid to the clerk of the court in which recovery is had. After first deducting court costs in the proceedings, the clerk shall pay the remainder to the treasurer of the county for the general fund of the county, pursuant to ORS 203.065.
- D. A civil offense against this ordinance is a Class A violation, per ORS 203.065, with a maximum fine of \$2,000 for an individual, and \$4,000 for a corporation, per ORS 153.018.
- E. Any peace officer, as defined by ORS 161.015, may enforce this ordinance, adopted under ORS 203.035.
- F. Exceptions:
- a. The protections provided to citizens in Section A(1)-(A)(9) of this ordinance do not apply to persons who have been convicted of felony crimes.

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- b. This ordinance is not intended to prohibit or affect in any way the prosecution of any crime for which the use of, or possession of, a firearm is an aggregating factor or enhancement to an otherwise independent crime.
- c. This ordinance does not permit or otherwise allow the possession of firearms in State or Federal buildings.
- d. This ordinance does not prohibit individuals in Coos County from voluntarily participating in assisting in permitting, licensing, registration or other processing of applications for concealed carry permits, or other firearm, firearm accessory, or ammunition licensing or registration processes that may be required by law in other legal jurisdictions outside Coos County or by any other municipality inside Coos County.

SECTION 5. PRIVATE CAUSE OF ACTION

- A. Any entity, person, official, agent, or employee of the Coos County Government who knowingly violates this ordinance, or otherwise knowingly deprives a citizen of Coos County the rights or privileges ensured by the Second Amendment of the United States Constitution or Article 1, Section 27 of the Oregon State Constitution, while acting under the color of any state or federal law, shall be liable to the injured party in an action at law, suit in equity, or other proper proceeding for redress.
- B. In such actions, the court shall award the prevailing party, other than the government of Coos County Oregon or any political subdivision of the county, reasonable attorney's fees and costs.
- C. Neither sovereign nor official or qualified immunity shall be an affirmative defense of the County in cases pursuant to Section 4 or 5 of this ordinance.

SECTION 6. SEVERABILITY

- A. The provisions of this act are hereby declared to be severable, and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

SECTION 7. EFFECTIVE DATE

- A. The effective date of this ordinance, The Second Amendment Sanctuary Ordinance or SASO shall be effective immediately upon certification of approval by the voters of Coos County.



The Town of Green Mountain Falls

Town Marshal

Job Description

Revised 1/9/19

Position Title: Town Marshal
FLSA: Exempt – Does not receive overtime pay
Work Schedule: Schedule may be set by Town Manager.
Currently Monday – Thursday 10-hour days.
Schedule will be adjusted as needed to accommodate the varying nature of law enforcement and community events

General Statement of Duties: The Town Marshal is the Chief Law Enforcement Officer of the Town and performs a variety of complex administrative, supervisory, and professional work in planning coordinating, and directing the day-to-day operations of the Marshal's Department to ensure the protection of life and property and the enforcement of laws and ordinances. The Marshal is the sole full-time law enforcement officer of the Town.

This position is FLSA exempt and anticipates that the workload will require forty or more hours per week.

Reports To: Appointed by the Board of Trustees, with day to day operational direction from the Town Manager.

Supervisory Responsibility: May supervise volunteer Reserve Officers

Essential Functions:

This is an illustrative description of the essential functions of this position. This is not a fully inclusive list.

- Plans, develops, and implements department goals, objectives, rules, policies, and operational procedures that comply with federal, state, and local laws in response to community needs.

- Establishes appropriate service and staffing needs; supervises and evaluates the work of any subordinate personnel; plans, organizes, and assigns work, establishes priorities.
- Conducts patrol activities to include but not limited to; Routine Patrol, Traffic Enforcement, Housing and Business Checks and Special event coordination and response etc.
- Plans and coordinates training of department personnel.
- Ensures that the Town's ordinances are enforced and that the rules and regulations of the Marshal's Department are carried out.
- Investigates violations of Federal, State and local law or ordinance; gathers and preserves evidence; interviews witnesses; prepares cases for trial.
- Maintains safekeeping of all evidence and personal property recovered, found or confiscated.
- Prepares the department's draft annual budget, and controls expenditures of the department within the budget.
- Directs the development and maintenance of systems, records, and legal documents that provide for the proper evaluation, control and documentation of department operations.
- Conducts animal control and enforcement activities as prescribed by ordinance and properly handles the animal in accordance with policy and laws.
- Conducts Town Code enforcement activities as necessary, including but not limited to, construction which requires licensing or permitting or specific compliance, fire restriction enforcement (based on current levels of restrictions approved by the Town Board of Trustees and in conjunction with the Fire Department), other codes violations as identified.
- Prepares and submits monthly reports to the Town Board
- With approval from the Town Manager, applies for and administers appropriate grants.
- Makes recommendations to the Town Board for ordinance update needs.
- Cooperates with local, County, State, and Federal law enforcement as appropriate where activities of the Marshal's Department are involved or mutual aid is required.
- Oversees department vehicles and coordinates appropriate maintenance.
- Pursues professional development and maintains certifications as required.

Knowledge, Skills, and Abilities:

- Comprehensive knowledge of applicable state statutes, county regulations, and the Town of Green Mountain Falls' Municipal Code
- Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

- Possession of a valid Colorado drivers license
- Ability to train and supervise subordinate personnel.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with employees, peers, and supervisors.
- Ability to exercise sound judgment in evaluating situations and in making decisions.
- Ability to reason through problems and apply traditional or non-traditional resources or practices to solve same.
- Ability to give verbal and written instructions.

Qualifications:

- Colorado POST certified and maintained.
- Must be bondable.

Education/Experience:

- High school graduate or GED equivalency required. Bachelor's Degree or higher in political science, law enforcement, criminal justice, public administration, or a closely related field preferred.
- Seven years of experience in police work, three years of which must be equivalent to policy sergeant or higher.

Any equivalent combination of education and experience may substitute for the specific requirements listed here.

Physical Demands and Working Environment:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Employee works both indoors, outdoors, and in a vehicle. Indoor environment is in a typical office environment. Outdoor work will involve varying weather conditions. Employee will occasionally work near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration. The noise level indoors is generally moderate, while outdoors may vary. Conditions within a vehicle are that of typical vehicle operation.

Physical:

This job requires the ability to walk, run, use hands, fingers, handle and operate objects, controls, tools, reach with hands and arms, climb or balance, stoop, kneel, crouch, crawl, taste or smell. It requires the physical ability to implement arrest control techniques. Must be able to occasionally lift and move more than 100 pounds, with or without assistance.

Vision: Ability to see in a range from reading distance to a distance of up to 100 yards with or without correction; vision sufficient to read computer screens and printed documents, and sufficient to recognize individuals from a distance; competence in color vision, peripheral vision, depth perception, and ability to adjust focus.

Hearing: Hear in the normal audio range with or without correction.

Speaking: Be able to speak in an understandable voice with sufficient articulation.
