

GUNNISON CITY COUNCIL AGENDA

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

JULY 5, 2016	WORK SESSION	7:00 P.M.
7:00 – 7:10 P.M.	A. Skate Park Lighting Bids – P&R Director Dan Ampietro	
7:10 – 7:30 P.M.	B. Nuisance Code and Weed Code Draft Ordinances Discussion – Police Chief Keith Robinson	
7:30 – 7:35 P.M.	C. City Officer-involved Shooting Cost Update – Chief Robinson	
7:35 – 7:45 P.M.	D. Text Amendments to City LDC: Sections 1.7K and 8.1C – CD Director Steve Westbay	
7:45 – 7:55 P.M.	E. City Hall Parking Lot Electric Vehicle Charging Station – CD Director Steve Westbay and Electric Superintendent Will Dowis	
7:55 – 8:10 P.M.	F. Discussion on Council Boards/Commissions Assignments – Council	
8:10 – 8:15 P.M.	G. Non-Scheduled Citizens: <i>At this agenda time, non-scheduled citizens may present issues of City concern to Council. Per Colorado Open Meetings Laws, NO action or Council discussion will be take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Speaker has a time limit of 3 mins.</i>	
8:15 – 8:30 P.M.	H. City Councilors Meeting Reports, Discussion Items for Future Work Sessions	
	I. Meeting Adjournment	

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

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



LIGHTING
SPECIFICATION FOR

**Gunnison Skate
Park**

Skate Park Lighting Project
Gunnison, CO

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. We are looking for a turnkey project. Please include all installation costs in your bid. The city will provide power to the site.
- C. The purpose of these specifications is to define the performance and design standards for Gunnison Skate Park in Gunnison Colorado. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- D. The sports lighting will be for the following field:
 - 1. Skate Park
- E. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore, light levels are guaranteed for a period of 25 years.
 - 2. Environmental Light Control: These fields are located in the skate park area, along the property line on the west, highway to the north and runway to the south. It is the primary goal of this project to minimize spill light and glare.
 - 3. Life-cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field should be proactively monitored to detect luminaire outages over a 25 year life-cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Skate Park should be proactively monitored to detect luminaire outages over a 25 year life- cycle.

1.2 LIGHTING PERFORMANCE

- A. Performance Requirements: Skating surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 25 years. Lighting

calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Average illumination level shall be measured in accordance with the IESNA LM-5-04. Light levels shall be guaranteed from the first 100 hours of operation for the maximum warranty period.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Skate Park	20 footcandles	3.5:1.0	192	10' x 10'

1. Lumen maintenance control strategy: A constant light system shall use automatic power adjustments to achieve a lumen maintenance control strategy as described in the IESNA Lighting Handbook 10th Edition, Lighting Controls Section, page 16-8: "Lumen maintenance involves adjusting lamp output over time to maintain constant light output as lamps age, and dirt accumulation reduces luminaire output. With lumen maintenance control, either lamps are dimmed when new, or the lamp's current is increased as the system ages."
2. Independent Test Report: Manufacturers bidding any form of a constant light system must provide an independent test report certifying the system meets the lumen maintenance control strategy above and verifying the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. Report shall be signed by a licensed professional engineer with outdoor lighting experience. If report is not provided at least 10 days prior to bid opening, the manufacturer shall provide the initial and maintained designs called for in this specification under Alternate Manufacturers, section 1.8.
3. Project References: Manufacturers bidding any form of a constant light system must provide a minimum of five (5) project references within the state of Colorado that have been completed within the last calendar year utilizing this exact technology. Manufacturer will include project name, project city, contact name and contact phone number for each reference.

1.3 **ENVIRONMENTAL LIGHT CONTROL**

- A. Spill Light Control: Maximum vertical footcandles taken with the meter aimed at the brightest light bank at the West Street line shall not exceed .05 footcandles, at the North Street line shall not exceed .005 Footcandles and at the Airport Runaway line shall not exceed .005 footcandles.

Maximum horizontal footcandles taken with the meter aimed at the brightest light bank at the West Street line shall not exceed .003 footcandles, at the North Street line shall not exceed 0 Footcandles and at the Airport Runaway line shall not exceed 0 footcandles.

Footcandle readings shall be taken at 30' intervals along the specified line. Average illumination level shall be measured in accordance with the IESNA LM-5-04 at the first 100 hours of operation.

Property line is defined as along the highway to the west and north and the start of the runway to the south.

1.4 **LIFE-CYCLE COSTS**

- A. Energy Consumption: The average kW consumption for the skate park system shall be 12 or less.
- B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 25 years of operation based upon 300 usage hours per year.
- C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any skate park lamp is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.
- D. Remote Monitoring System: System shall monitor lighting performance, including on/off status, hours of usage and lamp outages. If luminaire outages that affect playability are detected, manufacturer shall contact owner so that maintenance can be proactively scheduled. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
- E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance.

Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities, to only having permission to execute "early off" commands by phone.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Management Tools: Manufacturer shall provide a web-based database of actual usage and provide reports by facility and user group.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility

- 2. Current lamp hours: shall be tracked separately to reflect the amount of hours on the current set of lamps being used, so relamping can be scheduled accurately

- G. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring systems for a period of 25 years.

- H. 25-Year Life-cycle Cost: Manufacturer shall submit 25-year life-cycle cost calculations as follows. Equipment price and total life-cycle cost shall be entered separately on bid form.

a.	Luminaire energy consumption # luminaires x kW demand per luminaire x kWh rate x 300 annual usage hours x 25 years		
c.	Cost for spot relamping and maintenance over 25 years Assume 7.5 repairs at \$ \$500 each if not included with the bid	+	
d.	Cost to relamp all luminaires during 25 years 300 annual usage hours x 25 years / 3,000 hours x \$125 lamp & labor x # luminaires if not included with the bid	+	
e.	Extra energy used without base bid automated control system \$ Energy consumption in item a. x % if control system not included with the bid	+	
f.	Extra labor without base bid automated on/off operation \$ per hour x # hours per on/off cycle x # cycles over 25 years if control system not included with the bid	+	
	TOTAL 25-Year Life-cycle Operating Cost	=	

1.5 **WARRANTY AND GUARANTEE**

25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years OR for the maximum hours of coverage based on the estimated annual usage, whichever occurs first. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations. Group lamp replacements for constant light systems must occur in accordance with the independent test report provided by the manufacturer; alternate systems must relamp every 3,000 hours.

1.6 **DELIVERY TIMING**

Equipment On-Site: The equipment must be on-site 4 to 6 weeks from receipt of approved submittals and receipt of complete order information.

- A. be issued to the manufacturer indicating approval for the specific design submitted.

1.8 **ALTERNATE SYSTEM REQUIREMENTS**

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.
- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the Skate Park over 25 years. If a constant light level cannot be provided, the specified maximum Recoverable Light Loss Factor and maintenance/group relamping schedule shall be provided in accordance with recommendations in the Pennsylvania State University report "Empirical Light Loss Factors for Sports Lighting", presented at the 2009 IESNA Annual Conference.

Lamp Replacement Interval (hours)	Recoverable Light Loss Factor (RLLF)
3000	0.65

For alternate systems, scans for both initial and maintained light levels are required.

Area of Lighting	Average Initial Light Levels	Average Target/Maintained Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Skate Park	30.7 footcandles	20 footcandles	3.5:1.0	192	10' x 10'

- C. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel, and wire sizing.

PART 2 – PRODUCT

2.1 LIGHTING SYSTEM CONSTRUCTION

- A. System Description: Lighting system shall consist of the following:
- Galvanized steel poles and crossarm assemblies.
 - Pre-stressed concrete base embedded in concrete backfill allowed to cure for 24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied, unless shorter cure time is allowed by structural engineer of record.
 - All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
 - All luminaires, visors, and crossarm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 - Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted on pole approximately 10' above grade. The enclosures shall be touch-safe, and include ballast, capacitor and fusing, with indicator lights on fuses to indicate when a fuse is to be replaced for each luminaire.
 - Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - Control and Monitoring Cabinet (NEMA Type 4) to provide on-off control and monitoring of the lighting system, constructed of aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- B. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

- C. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
- D. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.

If grounding is not integrated into the structure, the Manufacturer shall supply grounding electrodes, copper down conductors and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be not less than 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- E. Safety: All system components shall be UL Listed for the appropriate application.
- F. Electric Power Requirements for the Sports Lighting Equipment:
 1. Electric power: 480 Volt, 3 Phase
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.

2.2 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2009 International Building Code. Wind loads to be calculated using ASCE 7-05, a design wind speed of 90, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. Foundation Design: The foundation design shall be based on soil parameters as outlined in the geotechnical report.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 1. Providing engineered foundation embedment design by a registered engineer in the State of Colorado for soils other than specified soil conditions;
 2. Additional materials required to achieve alternate foundation;
 3. Excavation and removal of materials other than normal soils.

3.2 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt

consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be liable to any or all of the following:

1. Manufacturer shall at his expense provide and install any necessary additional luminaires to meet the minimum lighting standards. The Manufacturer shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
2. Manufacturer shall minimize the Owner's additional long-term luminaire maintenance and energy consumption costs created by the additional luminaires by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional luminaire required.
3. Manufacturer shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.

REQUIRED SUBMITTAL INFORMATION FOR ALTERNATE SYSTEM Design Submittal Data Checklist and Certification for Alternate System Bids

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements

Tab	Item	Description
A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
B	Equipment Layout	Drawing(s) showing field layouts with pole locations.
C	On Field Lighting Design	Lighting design drawing(s) showing: <ol style="list-style-type: none"> a. Field Name, date, file number, prepared by, and other pertinent data. b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified. c. Pole height, # of luminaires per pole, as well as luminaire information including wattage, lumens and optics. d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in footcandles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor. f. Alternate manufacturers shall provide both initial and maintained light scans using a maximum Recoverable Light Loss Factor (RLLF) as specified in section 1.8.
D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
E	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires, maintenance cost for the system including spot lamp replacement, and group relamping costs. All costs should be based on 25 Years.
F	Photometric Report	Provide photometric report for a typical luminaire used showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
G	Aiming Summar	Document showing each luminaire's aiming angle and the poles on which the luminaires are mounted. Each aiming point shall identify the type of luminaire.
H	Aiming Report	Provide test report showing aiming alignment can be maintained to 150 mph winds.
I	Control & Monitoring System	Manufacturer shall provide written definition and schematics for automated control system to include monitoring. They will also provide examples of system reporting and access for numbers for personal contact to operate the system.
J	Electrical Distribution Plans	If bidding an alternate system, manufacturer must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Colorado.
K	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed per specification for 25 years.
L	Warranty	Provide written warranty information including all terms and conditions.
M	Independent Testing Report	Manufacturer bidding any form of a constant light system is to provide an independent test report certifying the system meets the lumen maintenance control strategy defined in Section 1.2.A.1, verifying the field performance of the system for the duration of the useful life of the lamp based on lamp replacement hours. Report shall be signed by a licensed professional engineer with outdoor lighting experience.
N	Project References	Manufacturer to provide a list of projects where the technology proposed for this project has been installed in the state of Colorado. If any form of a constant light system is bid, a minimum of 5 project references completed within the last calendar year is required. For a depreciating light system a full list of projects completed within the past 3 years is required. Reference list will include project name, project city, and if requested, contact name and contact phone number.
O	Product Information	Complete set of product brochures for all components, including a complete parts list and UL Listings.
P	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.

Q	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
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The information supplied herein shall be used for the purpose of complying with the specifications for Gunnison Skate Park. By signing below, I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:

Signature:

Contact Name:

Date: //

BID PROPOSAL

Gunnison Skate Park Bid Proposal Skate Park Lighting Project Gunnison Park, CO

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

- | | | |
|--|----|-----------------------|
| A. Bid Price: | \$ | |
| (Initial System Purchase Price) | | |
| B. 25-Year Operating Cost: | \$ | |
| (From Section 1.4, Item H – Life-cycle Cost) | | (For Evaluation Only) |
| C. Total Cost of Ownership after 25 Years: | \$ | |
| (Add item "A" and "B") | | (For Evaluation Only) |
| Only) | | |

Company Name

Authorized Signature

Address

City/State/ZIP

Telephone

Date

Project References of similar scope:

1. Company Name _____

Contact
Person _____ phone _____

2. Company Name _____

3. Contact
Person _____ phone _____

4. Company Name _____

Contact
Person _____ phone _____

5. Company Name _____

Contact
Person _____ phone _____

SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

ALTERNATE-BID: Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of this alternate is to define the lighting system performance and design standards for Gunnison Skate Park using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. There is a base bid to supply lighting equipment using an HID (metal halide) light source. All bidders must provide a base-bid.
- D. The sports lighting will be for the following venues:
 - 1. Gunnison Skate Park
- E. The primary goals of this sports lighting project are:
 - 1. **Guaranteed Light Levels:** Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 10 years.
 - 2. **Environmental Light Control:** It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors. The LED design should provide better control than a good HID design.
 - 3. **Life-cycle Cost:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. **Control and Monitoring:** To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 10-year life cycle. All communication and monitoring costs for 10-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

- A. **Illumination Levels and Design Factors:** Skating surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Skate Park	20 footcandles	3.5:1	192	10'x10'

- B. **Hours of usage:** Designs shall be based on the following hours of usage

Area of Lighting	Annual Usage Hours	10 year Usage Hours
Skate Park	300	3,000

- C. **Color:** The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

1.3 **ENVIRONMENTAL LIGHT CONTROL**

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties.
- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- D. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified independent testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 **LIFE-CYCLE COSTS**

- A. Manufacturer shall submit a 10-year life cycle cost calculation as outlined in the required submittal information.
- B. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 10 years from the date of equipment shipment. Individual outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

PART 2 – PRODUCT

2.1 **SPORTS LIGHTING SYSTEM CONSTRUCTION**

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel of 18-8 grade or better, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing),

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or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

- C. System Description: Lighting system shall consist of the following:
 - 1. Galvanized steel poles and cross-arm assembly.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Pre-stressed concrete base embedded in concrete backfill allowed to cure for 12-24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that

the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied unless shorter cure time approved by structural engineer of record.

4. Manufacturer will remote all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10 feet above grade. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral driver fixtures will not be accepted.
5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
7. Control cabinet to provide remote on-off control and monitoring of the lighting system. Cabinet shall be constructed of aluminum and be rated NEMA Type 4. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
8. Lightning Protection: Manufacturer shall provide integrated lightning grounding via concrete encased electrode grounding system as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 1. Electric power: 480 Volt, 3 Phase as provided by The City of Gunnison
 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed five (5) percent of the rated voltage.

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2.3 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2009 International Building Code. Wind loads to be calculated using ASCE 7-05, a design wind speed of 90, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. Foundation Design: The foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2009 IBC Table 1806.2.

2.4 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to

only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- C. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- D. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
 - 1. Cumulative hours: shall be tracked to show the total hours used by the facility
 - 2. Report hours saved by using early off and push buttons by users.
- E. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 10 years.

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PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Colorado for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

- A. Delivery Timing Equipment On-Site: The equipment must be on-site 6 to 8 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 10 Years.
 - 2. The contractor/manufacturer shall be responsible for an additional inspection one year from the date of commissioning of the lighting system and will utilize the owner's light meter in the presence of the owner.
 - 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the

requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 **WARRANTY AND GUARANTEE**

- A. 10-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 10 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 10 years from the date of equipment shipment. Individual luminaire outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

*All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.***

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B	Equipment Layout	Drawing(s) showing field layouts with pole locations
	C	On Field Lighting Design	Lighting design drawing(s) showing: <ul style="list-style-type: none"> a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaires, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Environmental Light Control Design	Environmental glare impact scans must be submitted showing the maximum candela from the field edge on a map of the surrounding area until 500 candela or less is achieved.
	F	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	G	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	H	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of Colorado, if required by owner. (May be supplied upon award).

I	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system to include monitoring. They will also provide five (5) references of customers currently using proposed system in the state of Colorado.
J	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of Colorado.
K	Warranty	Provide written warranty information including all terms and conditions. Provide five (5) references of customers currently under specified warranty in the state of Colorado.
L	Project References	Manufacturer to provide a list of 5 projects where the technology and specific fixture proposed for this project has been installed in the state of Colorado. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
M	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.

N	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
O	Non-Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.
P	Life-cycle Cost Calculation	Document life-cycle cost calculations as defined in the specification. Identify energy costs for operating the luminaires. Maintenance cost for the system must be included in the warranty. All costs should be based on 10 Years. (complete table below)

10-Year Life Cycle Operating Cost			
a.	Luminaire energy consumption #_____ luminaires x _____ kW demand per luminaire x _____ kWh rate x 300 annual usage hours x 10 years		
c.	Cost for maintenance, not covered, for 10 years Assume #_ repairs at \$_ each if not included with the bid	+	_____
	TOTAL 10 -Year Life-cycle Operating Cost	=	

The information supplied herein shall be used for the purpose of complying with the specifications for Gunnison Skate Park. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:

Signature:

Contact Name:

Date: /_ _/

Contractor:

Signature:

BID PROPOSAL

Gunnison Skate Park Bid Proposal Skate Park Lighting Project Gunnison Park, CO

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

- A. LED Bid Price: \$ _____
(Initial System Purchase Price)
- B. 25-Year Operating Cost: \$ _____ (From
Section 1.4, Item H – Life-cycle Cost) (For Evaluation Only)
- C. Total Cost of Ownership after 25 Years: \$ _____ (Add item "A"
and "B") (For Evaluation Only)

Company Name

Authorized Signature

Address

City/State/ZIP

Telephone

Date

Project References of similar scope:

1. Company Name _____

Contact Person _____ phone _____

2. Company Name _____

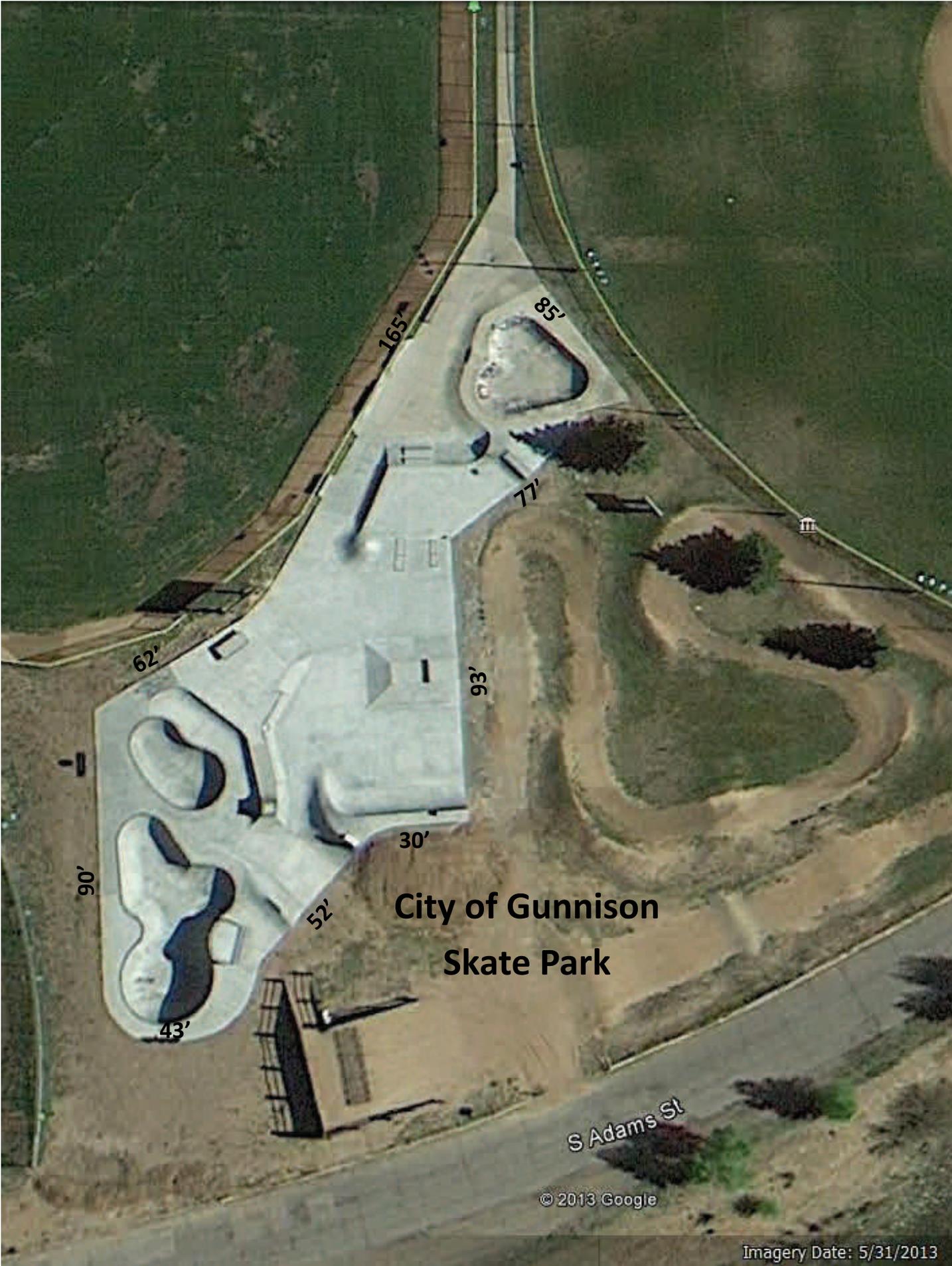
3. Contact Person _____ phone _____

4. Company Name _____

Contact Person _____ phone _____

5. Company Name _____

Contact Person _____ phone _____



**City of Gunnison
Skate Park**

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Imagery Date: 5/31/2013

Memorandum

To: City Council
From: Keith Robinson
Date: July 1, 2016
Subject: Nuisance and Abatement Ordinance,
and Undesirable Plant Management Ordinance



The project to update the Nuisance and Abatement Ordinance for the City is progressing to the approval stage. The July 5th meeting will provide Council an opportunity to review and comment on the proposed ordinance rewrite pertaining to the Nuisance and Abatement process.

Changes since the last meeting are:

1. Addition of the Whereas language.
2. 5.30.020 A. 2. - Is a new definition combining two previous violations into a single violation.
3. 5.30.020 A. 6. f. – Is expanded to include additional types of animals that might be attracted causing a nuisance.

Council will also see a completely new Chapter 5.50 Undesirable Plant Management Ordinance. This ordinance follows the Colorado Noxious Weed Act, which was passed as a matter of statewide concern. The ordinance is also intended to address the connection with the current County MOU which applies to the hours and costs associated with the County providing noxious weed mitigation in city rights of way and city property.

The Undesirable Plant Management Ordinance provides clarification and enforcement steps associated with noxious weeds. For those properties that fail to comply the final enforcement will come back to the Nuisance and Abatement Ordinance.

Finally, at the last meeting I referenced other traffic and general offenses that were being researched and considered for inclusion in this rewrite. At this time I'd propose moving forward with the violations addressed in these two ordinances. Following additional research and discussion with the City Attorney concerns around panhandling and camping in public areas are still unclear and should be addressed with existing violations or at the state level. Additionally, the suggestions related to parking and traffic will be addressed in the next project, which is to update the Model Traffic Code. Some of the areas can already be addressed by current state statute and will be included with the adoption of an updated Model Traffic Code. During that process we will also be able to add in any additional traffic related regulations needed specific to Gunnison.

Based on Council's review of the two proposed ordinances and agreement they will be finalized for 1st reading on July 12, 2016.

**ORDINANCE NO. 9 – DRAFT NUISANCE
SERIES 2016**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, AMENDING TITLE 5. GENERAL OFFENSES, CHAPTER 5.30, NUISANCES, OF THE GUNNISON MUNICIPAL CODE.

WHEREAS, City staff has recommended amendments to Chapter 5.30, Nuisances, of the Gunnison Municipal Code (G.M.C.); and

WHEREAS, the current ordinances have not been updated for several years; and

WHEREAS, the current ordinances, in some sections, are out of compliance with current state statute; and

WHEREAS, the current ordinances do not adequately define or fit current community standards; and

WHEREAS, the City Council finds that such changes would benefit the health, safety and welfare of the City's residents and, therefore, is in the City's best interest.

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

Section 1. G.M.C. Title 5. General Offenses, Chapter 5.30. Nuisances, is amended to read as follows:

5.30.010 Definitions.

When used in this chapter, the following words shall be interpreted as follows, unless the context indicates otherwise:

- A. "Administrative officer" means the city manager, community development director, building official, fire marshal, member of the police department, neighborhood services officer, city health officer, or their designated representatives.
- B. "Agent" means any person acting on behalf of or in the place of the owner.
- C. "City" means the City of Gunnison, Colorado.
- D. "Inoperative vehicles" means any device which is capable of moving itself, or of being moved, from place to place upon wheels, skids or endless tracks, which by reason of mechanical failure or the absence of any component or part is incapable of being operated as originally intended for a period in excess of 30 days, and shall include all motor vehicles for which registration is required and expired for more than 60 days as required by Colorado Revised Statute. Does not include devices powered or moved solely by human power.
- E. "Litter" means rubbish, waste material, refuse, garbage, trash, debris, excrement, urine, offal composed of animal matter or organic matter. Litter includes the accumulation of a single item type or combination of item types such as or composed of chemicals, chemical compound, petroleum product or compound, automobile part or accessory, tire, wheel, furniture, appliances, paper, cardboard, lid, bottle, cap, carton, wrapper, box, wooden object, plastic object, clothing, cloth, metal object, rubber object, leather object, building material, paint, or glass, which is not useable for the manufactured purpose or stored in a way to protect the item for its intended purpose.
- F. "Occupant" means and includes any person who occupies the whole or a part of a building, premises, or property, whether alone or with others.
- G. "Owner" means the owner of record, as reflected by the records of the office of the county clerk and recorder.

- H. "Public nuisance" is defined to mean any condition or use of property which is dangerous to health, offensive to community and moral standards or is detrimental to the property of others or which causes or tends to cause substantial diminution of the value of or presents a danger to other property in the neighborhood in which such premises are located.
- I. "Visibility" as used in connection with nuisance issues pertain to areas visible at ground level from a neighbor's property or from a public right-of-way.

5.30.020 Nuisances prohibited.

- A. It is unlawful for any person to create or maintain, or to knowingly allow or permit the creation or maintenance of, any nuisance as described in this chapter within the city.

Nuisance includes but is not limited to the following:

1. To so negligently conduct any business or use any property so as to create such an offensive smell as may taint the air and render it unwholesome or disagreeable to others in the neighborhood;
2. To throw or deposit, or cause to be thrown or deposited, any offal or any offensive matter, or the carcass of any animal, any animal or human fecal material, any hazardous substance as defined at Section 29-22-101, C.R.S., or other pollutant, in any watercourse, pond, spring, or well, or on land within the city;
3. To suffer or permit any cellar, vault, private drain, pool, sewer, or sink upon any premises to become nauseous, foul, offensive, or injurious to the public health;
4. To allow the growth of vegetation upon any premises or part thereof, or upon the public right-of-way of any street or alley adjacent thereto, when the growth is inconsistent with the current use or development of the property, is overgrown or unsightly in comparison to adjacent properties, or presents a safety risk. Landscaped yards utilizing xeriscape, natural vegetation or landscaping allowed under the City of Gunnison Land Development Code are not considered a nuisance;
5. To allow the cultivation, growth or other prohibited or regulated actions associated with noxious weeds as defined and regulated by City of Gunnison Municipal Code, Title 5, Noxious Weeds;
6. To throw or deposit or allow the accumulation of litter upon any property within the city, except that composting of yard wastes shall be permitted in compost-holding units which meet the following specifications:
 - (a) Does not exceed 125 cubic feet in volume;
 - (b) Shall be constructed of wood, wire, metal, or plastic, excluding plastic bags;
 - (c) May be a stationary or a rotating unit;
 - (d) Shall be located in the rear of the property and shall be screened or fenced so that it is not readily visible;
 - (e) Shall be maintained to minimize odors;
 - (f) Shall not be allowed to attract animals and pest species as defined in Chapter 5.40 or to become a health or safety hazard;
7. To deposit or store or allow to be stored any inoperative vehicles on any property within the city. This provision shall not apply to inoperative vehicles stored within

a building or to storage of such vehicles on property which is zoned for such use in compliance with the City of Gunnison Land Development Code, nor shall this provision apply to vehicles defined as collector's items or parts car; provided, that such vehicles are stored in compliance with Colorado Revised Statute;

8. To permit or allow any property to become or remain infested with, insects, rats, vermin or any pest species as defined in this section. Infestation occurs when the property is inhabited or overrun in numbers or quantities large enough to be harmful, threatening or obnoxious;
9. To place upholstered furniture which is not manufactured for outdoor use in an outdoor area, exposed to the elements, where such furniture is visible to neighbors and passersby in the public right-of-way, or who, being the owner, lessee, or manager of such place, knowingly permits such placement. Upholstered furniture includes chairs, couches and mattresses. Outdoor setting includes any porch, patio or other unenclosed structure where the furniture is exposed to the elements;
10. No noise may be produced which is objectionable due to duration, intermittence, frequency, or shrillness where the source of the noise is caused by operating machinery, engines, or other equipment. Sound levels of noise radiating from a property line at a distance of twenty-five feet or more in excess of the db(A) established for the following time periods and zones shall constitute prima facie evidence that such noise is a public nuisance:

ZONE	7:00 AM to 6:59 PM	7:00 PM to 6:59 AM
Residential	55db(A)	50db(A)
Commercial	60dn(A)	55db(A)
Industrial	80db(A)	75db(A)

(a) This section does not apply to:

1. The operation of aircraft or other activities which are subject to federal law with respect to noise control.
 2. Construction projects shall be subject to the maximum permissible noise levels specified for industrial zones for the period within which construction is to be completed pursuant to any applicable construction permit issued by proper authority or, if no time limitation is imposed, for a reasonable period of time for completion of project.
 3. Emergency repairs, emergency maintenance and snow removal.
11. Anything defined or declared to be a nuisance by any provision of this chapter, City of Gunnison Land Development Code, Title 14 - Technical Codes of the City of Gunnison Municipal Code or statute of the State of Colorado.
 12. Any property defined or declared condemned under the City of Gunnison Land Development Code, Title 14 - Technical Codes of the City of Gunnison Municipal Code or statute of the State of Colorado.
- B. It is unlawful for any person to interfere with or prevent, or attempt to interfere with or prevent, the abatement of any nuisance by an officer or representative of the city pursuant to the provisions of this chapter.

- C. Any person, organization, or entity who makes or causes any nuisance to exist shall be deemed the author of the nuisance. Any person who has possession or control of any private property or premises, whether he is the owner of the property or not, where any nuisance exists or is found, shall be deemed the author of the nuisance. Any person who is the owner of the private property or premises, or an agent for the owner of the private property or premises, who, having received prior notice of the existence of such nuisance, shall fail to remove the thing or things or abate the condition described in such notice, shall be deemed the author of the nuisance. Each and every day during which a nuisance continues shall be deemed a separate offense and shall be prosecutable and punishable as a separate offense.

5.30.030 Inspection of properties.

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

5.30.40 Notice and Abatement of Nuisances.

- A. Notice to Abate. An administrative officer of the city, upon the discovery of any nuisance on public or private property in the city, may notify the owner and/or occupant of the property in writing, requiring the owner and/or occupant of the property to remove and abate from the property the thing or things or condition described as a nuisance within the time specified in the notice.

- B. Time allowed for Abatement. The owner and/or occupant of the property shall be given 7 days, from date of service, within which the thing or things or condition described in the notice as a nuisance shall be removed or abated. Such time for abatement of the nuisance may be increased if it appears to the administrative officer, based on the facts and circumstances known that compliance cannot reasonably be made within seven days, in which case a longer period of time may be given.
- C. Contents of Notice. The notice to abate issued pursuant to the provisions of this section to the owner and/or occupant of property upon which a nuisance was discovered shall contain the following:
1. The address or other description of the property upon which the nuisance was discovered;
 2. The name and address of the owner of the property upon which the nuisance was discovered;
 3. The name and address of the occupant of the property upon which the nuisance was discovered, if known, and if different from the owner;
 4. A description of the thing or things or condition deemed to be a nuisance;
 5. The time in which the thing or things or condition are to be removed or abated from the property;
 6. A statement advising the owner and/or occupant that they may protest the determination of the administrative officer with respect to any matters stated in the notice, by filing a written protest pursuant to GMC 5.30.060 with the municipal court within the time allowed for the removal or abatement of the nuisance described; and
 7. A statement that if the owner and/or occupant fails to comply with directions contained in the written notice or file a written protest thereto in the time allowed, the city may elect to pursue criminal charges, may enter the property, abate the nuisance described therein, and assess the costs thereof to the owner of the property, or may seek any lawful remedies allowed pursuant to GMC, Section 5.30.080.
- D. Service of the Notice. The written notice to abate shall be served by the administrative officer of the city by:
1. Personally delivering a copy of the notice to the owner of the property described in the notice if the owner also resides at the property; or
 2. Personally delivering a copy of the notice to a non-owner occupant or resident of the property described in the notice and mailing a copy of the notice by First Class Mail, return receipt requested, to the last known address of the owner, as reflected in the county real estate records; or
 3. Mailing a copy of the notice by First Class Mail, return receipt requested, to the last known address of the owner of the property described in the notice, as reflected in the county real estate records, if the property is unoccupied, and by posting a copy of the notice in a conspicuous place at the unoccupied property.

4. Service of the notice shall be complete upon the date of personal delivery, upon receipt date reflected in return receipt or ten days after posting property as required herein.
- E. Non-compliance with Notice. If the owner and/or occupant of the property fails or refuses to comply with the directions of the written notice and does not file a written protest to such notice, as provided in GMC 5.30.060, then the administrative officer shall proceed pursuant to GMC, Section 5.30.080, Enforcement and Remedies.

5.30.050 Recovery of the expense of abatement.

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

5.30.060 Protest of notice of abatement.

- A. The owner, his agent, or the occupant of the property subject to a notice of abatement, within the time stated in such notice for removal of the thing or things or abatement of the condition described therein, may protest the findings of the administrative officer with respect to any matter stated in the notice, by filing a written notice of protest with the municipal court. The municipal court shall deliver a copy of the protest to the city attorney and the administrative officer who issued the notice.
- B. Municipal court shall schedule and conduct a hearing on the protest at the next available court date, but not less than seven days from the date protest is filed. At the hearing, the protesting party and representatives of the city shall appear in person. Both parties may be represented by legal counsel. The parties shall have the right to present evidence and arguments to confront and cross-examine any witness and to oppose any testimony or statement relied upon by an adverse party. The municipal court may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs.
- C. Once the municipal court has scheduled a hearing on the protest, written notice of such hearing shall be mailed to the protesting party and given to the city attorney and administrative officer who signed the notice of abatement. Such notice shall be mailed to the protesting party and given to the city attorney and administrative officer not less than seven days prior to the scheduled hearing.

- D. Upon the filing of a written protest as provided herein, the period of time for removal of the thing or things or abatement of the condition described in the original notice of abatement shall be extended until final disposition of the protest by the municipal court, plus the amount of time granted in the original notice, or as otherwise ordered by the municipal court.

5.30.070 Emergency Abatement

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

5.30.080 Enforcement and remedies.

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

Section 2. If any section of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or the constitutionality of the remaining portions of the ordinance. The City Council of the City of Gunnison hereby declares that 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 ____ day of _____, 2016, on first reading, and introduced, read, and adopted on second and final reading this ____ day of _____, 2016.

Mayor

(SEAL)

ATTEST:

City Clerk

Published in the Gunnison
Country Times Newspaper
July , 2016

**ORDINANCE NO. 10 – (DRAFT WEEDS)
SERIES 2016**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, AMENDING TITLE 5. GENERAL OFFENSES, BY ADDING CHAPTER 5.50 UNDESIRABLE PLANT MANAGEMENT, AND ADOPTING AN UNDESIRABLE PLANT MANAGEMENT PLAN IN ACCORDANCE WITH THE COLORADO NOXIOUS WEED ACT

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

WHEREAS, Section 35.5.5-101, et seq., of the Colorado Revised Statutes, contains the Colorado Noxious Weed Act; and

WHEREAS, pursuant to such Act, the governing body of each municipality in the state shall adopt a noxious weed management plan for all lands within the territorial limits of the municipality; and

WHEREAS, the City currently is a party to in intergovernmental agreement with the Board of County Commissioners of Gunnison County regarding undesirable plant management; and

WHEREAS, adoption by the City of a noxious weed management plan will both comply with statutory requirements and aid in management and enforcement of noxious weed management; and

WHEREAS, the plan to be adopted will benefit the health, safety, and welfare of the City and its inhabitants.

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

Section 1. Title 5 General Offenses is hereby amended by the addition of Chapter 5.50 – Undesirable Plant Management, to read as follows:

Chapter 5.50 – Undesirable Plant Management

5.50.010 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- A. “City council” means the city council of the City of Gunnison, Colorado.
- B. “Alien plant” means a plant species which is not indigenous to the state of Colorado.
- C. “Colorado Noxious Weed Act” means the provisions contained in C.R.S. section 35-5.5-101 et seq.
- D. “Commissioner” means the commissioner of the Colorado Department of Agriculture or designee.
- E. “Department” means the Colorado Department of Agriculture.
- F. “Federal agency” means each agency, bureau or department of the federal government responsible for administering or managing federal land.
- G. “Integrated management” means the planning and implementation of a coordinated program utilizing a variety of methods for management of noxious weeds, the purpose of which is to achieve specified management objectives and promote desirable plant communities. Such methods may include, but are not limited to education, preventive measures, good stewardship, and the following integrated management techniques:

1. Biological management, which means the use of an organism to disrupt the growth of noxious weeds.
 2. Chemical management, which means the use of herbicides or plant growth regulators to disrupt the growth of noxious weeds.
 3. Cultural management, which means methodologies or management practices that favor the growth of desirable plants over noxious weeds, including maintaining an optimum fertility and plant moisture status in an area, planting at optimum density and spatial arrangement in an area, and planting species most suited to an area.
 4. Mechanical management, which means methodologies or management practices that physically disrupt plant growth, including tilling, mowing, burning, flooding, mulching, hand-pulling, hoeing, and grazing.
- H. "Landowner" means any owner of record of state, county, municipal, or private land and includes an owner of any easement, right-of-way or estate in the land.
- I. "Local noxious weed" means any alien plant of local importance that has been declared a noxious weed by the weed advisory board.
- J. "Management" means any activity that prevents a plant from establishing, reproducing, or dispersing itself.
- K. "Management objective" means the specific, desired result of integrated management efforts and includes:
- (1) Eradication, which means reducing the reproductive success of a noxious weed species or specified noxious weed population in largely uninfested regions to zero and permanently eliminating the species or population within a specified period of time. Once all specified weed populations are eliminated or prevented from reproducing, intensive efforts continue until the existing seed bank is exhausted.
 - (2) Containment, which means maintaining an intensively managed buffer zone that separates infested regions, where suppression activities prevail, from largely uninfested regions, where eradication activities prevail.
 - (3) Suppression, which means reducing the vigor of noxious weed populations within an infested region, decreasing the propensity of noxious weed species to spread to surrounding lands, and mitigating the negative effects of noxious weed populations on infested lands. Suppression efforts may employ a wide variety of integrated management techniques.
 - (4) Restoration, which means the removal of noxious weed species and reestablishment of desirable plant communities on lands of significant environmental or agricultural value in order to help restore or maintain said value.
- L. "Management plan" means the City of Gunnison weed management and enforcement plan as developed by the weed advisory board and adopted by the city council.
- M. "Native plant" means a plant species which is indigenous to the State of Colorado.
- N. "Noxious weed" means an alien plant or parts of an alien plant that have been designated by rule by the commissioner or the department as being noxious or any plant that has been declared a local noxious weed by the weed advisory board, and which meets one or more of the following criteria:
- (1) It aggressively invades or is detrimental to economic crops or native plant communities;
 - (2) It is poisonous to livestock;
 - (3) It is a carrier of detrimental insects, diseases or parasites; or
 - (4) The direct or indirect effect of the presence of this plant is detrimental to the environmentally sound management of natural or agricultural ecosystems.

- O. "Person or occupant" means an individual, partnership, corporation, association or federal, state or local government or agency thereof owning, occupying or controlling any land, easement or right-of-way, including any city, county, state or federally owned and controlled highway, drainage or irrigation ditch, spoil bank, borrow pit, gas and oil pipeline, high voltage electrical transmission line, or right-of-way for a canal or lateral.
- P. "Plant growth regulator" means a substance used for controlling or modifying plant growth processes without appreciable phototoxic effect at the dosage applied.
- Q. "State noxious weed" means any noxious weed identified by the commissioner or the department by rule pursuant to the terms and provisions of the Colorado Noxious Weed Act. Such weeds may be referred to herein as "State A List," "State B List" or "State C List" weeds depending upon their designation as such by the commissioner pursuant to the terms of C.R.S. section 35-5.5-108.
- A. List weeds shall mean all populations of noxious weeds in the City of Gunnison that are designated for eradication, either by the commissioner pursuant to the terms of C.R.S. section 35-5.5-108 or by local designation by the weed advisory board.
- B. B List weeds shall mean all populations of noxious weeds in the City of Gunnison that are designated for required management, either by the commissioner pursuant to the terms of C.R.S. section 35-5.5-108 or by local designation by the weed advisory board.
- C. C List weeds shall mean all populations of noxious weeds in the City of Gunnison that are designated for recommended management, either by the commissioner pursuant to the terms of C.R.S. section 35-5.5-108 or by local designation by the weed advisory board.
- R. "Undesirable plant" means a noxious plant species that is designated as undesirable by this chapter, the commissioner or by the weed advisory board.
- S. "Undesirable plant management" means the planning and implementation of an integrated program to manage undesirable plant species.
- T. "Weed" means any undesirable plant.
- U. "Weed advisory board" means the individuals appointed by the city council of the City of Gunnison to advise on matters of noxious weed program direction.
- V. "Weed office" means the City of Gunnison weed office.

5.50.020 Duty to manage undesirable plants—Landowner's responsibility.

It is the duty of all persons to use integrated methods to manage and prevent the spread of all noxious weeds if the plants are likely to be ecologically destructive or aesthetically or materially damaging to neighboring lands.

5.50.030 Local priority weed list.

The city council, after consultation with the weed advisory board, may elevate the status of any State B List noxious weed or State C List noxious weed that is located within the City of Gunnison from the State B or C lists to that of an A or B List weed as deemed necessary. The city council, after consultation with the weed advisory board, may also at any time apply to the commissioner for a waiver of compliance with an eradication designation set forth by the commissioner for any particular State A list noxious weed or State B List noxious weed designated for eradication in the City of Gunnison, pursuant to the terms of C.R.S. section 35-5.5-108.5(3)(c). If such a waiver is approved, the noxious weed in question shall be reclassified as either a B or C List weed as may be determined by the city council.

5.50.040 Designation of additional undesirable plants.

The city council may designate additional undesirable plants or weeds not otherwise designated as state noxious weeds for eradication or management within the City of Gunnison pursuant to the

terms of C.R.S. section 35-5.5-108(3), after a public hearing with thirty (30) days prior notice to the public.

5.50.050 Review of the annual City of Gunnison weed management plan.

The weed advisory board has, pursuant to the direction of the city council, originally developed the management plan, and will review such management plan on an annual basis for any desirable changes or adjustments to such plan and shall report to the city council on such basis with any recommended changes or adjustments. As part of such review, the weed advisory board will review the list of noxious weeds to consider additional weeds and to prioritize control efforts. The management plan must be renewed and approved by the city council not less than once every three (3) years, but nothing shall prevent the city council from approving any interim changes or adjustments to the management plan in any interim years. The weed office shall maintain the management plan and the priority weed list and make them available to the general public.

5.50.060 Importation and cultivation.

Persons are prohibited from importing seeds, propagative plant parts or live plants and cultivating any noxious weed within the City of Gunnison, and any such person doing so shall be fully prosecutable pursuant to the terms of C.R.S. section 35-5.5-104.5.

5.50.070 Administering agency.

The city council shall provide for the administration and enforcement of the management plan authorized by this article through the use of agents, delegates or employees, and may hire additional staff or provide for the performance of all or part of the management plan through outside contract. The primary duty and responsibility of administering the management plan is hereby delegated to the weed office, and the weed office shall be the city council's primary agent in enforcement and administration thereof. Any agent, delegate, employee, staff or contractor applying or recommending the use of chemical control methods shall be licensed by the department for such application or recommendation. Costs associated with administering or enforcing the management plan shall be paid from the general fund of the City.

5.50.080 Weed advisory board.

The city council has appointed the weed advisory board from landowners, other interested individuals living in the vicinity of the city, and the weed advisory board shall have all of the authority and powers set forth herein as well as all of the authority and powers set forth in C.R.S. section 35-5.5-107. The city council shall be entitled to appoint ex-officio members, as in their sole discretion they shall determine.

5.50.090 Identification and inspection of noxious weeds—Methods of identification.

(a) Private and Public Lands.

(1) The weed office, acting as agent, delegate, or staff of the city council, shall have the right to enter upon any premises, lands, or places whether public or private, during reasonable business hours for the purpose of inspecting for the existence of noxious weed infestations, when at least one of the following has occurred:

- a. The landowner or occupant has requested an inspection;
- b. A neighboring landowner or occupant has reported a suspected noxious weed infestation and requested an inspection;
- c. An authorized agent of the city council has made a visual inspection from a public right-of-way or area and has reason to believe that a noxious weed infestation exists; or
- d. A weed office agent has inspected a current aerial satellite map of the property and determined there is reason to believe that a noxious weed infestation exists.

(b) Where entry onto private premises is required to investigate the existence of noxious weeds, on-site inspections may be scheduled at any reasonable time upon the landowner or occupant's consent. No entry onto such lands shall be permitted unless one of the following occurs: (1) verbal permission to inspect the property is granted by the landowner or occupant of said property, or (2) such landowner or occupant is notified of such pending inspection by certified mail at least ten (10) days prior to such inspection. If after notification landowner or occupant fails to respond within ten (10) days to the request to inspect the premises or otherwise

denies access to the inspector, the inspector may seek an inspection warrant issued by the City of Gunnison municipal court having jurisdiction over the land pursuant to the provisions of C.R.S. section 35-5.5-109(2)(b) or 35-5.5-108.5(5)(b)(I).

5.50.100 Notice of presence of noxious weeds—Notice letter.

(a) Private Lands.

(1) Upon a discovery of the presence of noxious weeds on private premises, the weed office, acting as agent, delegate, or staff of the city council has the authority to notify the landowner or occupant of the presence of noxious weeds. The notice from the weed office includes the following:

- a. The property inspection date;
- b. The landowner and/or occupant of record;
- c. The property tax ID number or legal description of the property, and/or aerial map;
- d. The noxious weeds to be managed;
- e. If the noxious weeds are weeds designated for eradication pursuant to designation as List A weeds, identification of eradication as the required management objective;
- f. Advisement to the landowner or occupant to commence either eradication of the noxious weeds within five (5) days or management of the noxious weeds within ten (10) days after receipt of notice or submit an acceptable plan and schedule for the completion of the plan for compliance;
- g. Identification of the integrated weed management techniques presented by the commissioner for eradication or the best available control methods of integrated management;
- h. The options of notice compliance;
- i. The consequences for non-compliance with the notice, an offer of weed office consultation in management plan development, and notice of landowner and/or occupant's right to request a hearing before the arbitration panel;
- j. Statement that weed office will seek an inspection warrant (right of entry) from the City of Gunnison municipal court having jurisdiction over the land, to enter property and manage identified noxious weeds unless landowner and/or occupant complies with notice, submits an acceptable plan and schedule for completion of the plan or submits a written request for a hearing before the arbitration panel within ten (10) days.

(b) Public Lands.

(1) The weed office, acting as agent, delegate, or staff of the city council, may give notice to any state board, department, or agency that administers or supervises state lands within the City of Gunnison, to manage noxious weeds on its land and naming them.

(2) Such notice shall specify the best available method(s) of integrated management and will include the same information as itemized in 5.50.100(a).

5.50.110 Duty to consult.

Where possible, the weed office shall consult with the affected landowner, occupant, state board, department or agency in the development of a plan for the management of noxious weeds on the premises or lands.

5.50.120 Eradication and management of weeds—Landowner, occupant or public agency response.

(a) A landowner, occupant or state board, department or agency receiving notification of the presence of noxious weeds pursuant to section 5.50.100 above shall respond within a reasonable time after receipt thereof, but in no event to exceed five (5) days if eradication is ordered and ten (10) days if management is ordered, by any of the following:

- (1) Complying with the terms of the notification.
- (2) Acknowledging the terms of the notification and submitting an acceptable plan and schedule for the completion of the plan for compliance.

(3) If only management is ordered, requesting an arbitration panel to determine the final management plan. The panel shall be selected by the city council, through its delegates, agents, and employees, and shall include:

- a. A weed management specialist or weed scientist;
- b. A landowner of similar land in City of Gunnison; and
- c. A third member chosen by agreement of the first two panel members;
- d. The landowner or occupant is entitled to challenge any one member of the panel, and the city council, through its delegates, agents and employees shall name a new panel member from the same category.

Costs for the arbitration panel shall be paid by the requesting landowner or occupant. The decision of the arbitration panel shall be final.

5.50.130 Enforcement—Direct action by City to manage weeds.

In the event that the landowner, occupant or state board, department or agency fails to comply with any notice to eradicate or manage the identified weeds or implement the plan developed by the arbitration panel, the weed office shall provide for and compel the eradication or management of such weeds in any manner deemed necessary by the weed office and in compliance with the provisions of C.R.S. section 35-5-108.5, 35-5.5-109(5) or 35-5-110(3).

5.50.140 Restrictions.

No eradication or management of noxious weeds on private property shall occur without applying the same or greater management measures to any land or rights-of-way owned by the City or administered by the city council that are adjacent to the private property.

5.50.150 Assessment of costs for treatment and eradication of noxious weeds—Private lands.

If the city council, or its agents and employees, provide for and/or compel the management or eradication of noxious weeds on private lands, the city council is entitled to recover certain costs.

5.50.160 Recoverable costs/method of collection—Management.

- (a) If the city council compels and provides for the management of noxious weeds pursuant to the provisions of C.R.S. section 35-5-109, the city council is entitled to assess the whole cost thereof, including up to twenty (20) percent for inspection and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.
- (b) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.
- (c) Such assessment may be certified to the Gunnison County treasurer for the collection of taxes.
- (d) Any funds collected shall be deposited in the city's weed fund or any similar fund.

5.50.170 Recoverable costs/method of collection—Eradication of List A species.

- (a) If the city council compels and provides for the eradication of noxious weeds pursuant to their classification as List A weeds, the city council is entitled to assess the whole cost of eradicating such weeds, including up to one hundred (100) percent of inspection, eradication and other incidental costs in connection therewith, upon the lot or tract of land where the noxious weeds are located.
- (b) Such assessment shall be a lien against each lot or tract of land until paid and shall have priority over all other liens except general taxes and prior special assessments.
- (c) Such assessment may be certified to the Gunnison County treasurer for the collection of taxes.
- (d) Any funds collected shall be deposited in the city's weed fund or any similar fund.

5.50.180 Landowner or occupant protest.

- (a) The weed office shall send a "payment notice/potential lien assessment" letter by certified and regular mail to the landowner or occupant prior to any assessment on landowner or occupant's property.

(b) Landowner or occupant shall be given thirty (30) days from the date on the payment notice/potential lien assessment letter to respond.

(1) In the event landowner or occupant fails to respond to the letter within the prescribed thirty (30) days, the weed office shall assess a lien on landowner or occupant's property and may certify such lien to the Gunnison County treasurer.

(2) If the landowner or occupant responds within the prescribed thirty (30) days and disputes the amount of the assessment, he or she is entitled to be heard before the City of Gunnison weed advisory board as to his or her concerns.

5.50.190 Assessment of costs—Hearing.

(a) The landowner or occupant, or an attorney on his or her behalf, will be allowed to present testimony to the weed advisory board as to why they should not assess a lien on landowner or occupant's property for the costs outlined in the payment notice/potential lien assessment letter.

(b) A member of the weed office will need to be present at the hearing to provide evidence favoring the imposition of a lien on landowner or occupant's property.

(c) The weed office must show that prior to compelling the management of noxious weeds on landowner and/or occupant's property the weed office applied the same or greater management measures to any land or rights-of-way owned by the City or administered by the city council that are adjacent to the private property pursuant to section 5.50.140 of this Code.

(d) The weed office must show that the level of management called for in the notice or the management plan developed by the arbitration panel has been successfully achieved pursuant to section 14-34 of this Code.

(e) The weed advisory board may either grant or deny the lien assessment or continue the matter to a subsequent date certain.

(f) If the weed advisory board grants the lien assessment, the resolution for certification of assessed costs as granted by the city council is filed with the county treasurer's office.

5.50.200 Limitations.

The weed advisory board shall not assess the cost of providing for or compelling the management of noxious weeds on private property until the level of management called for in the notice or the management plan developed by the arbitration panel has been completed.

5.50.210 Recoverable costs/method of collection—Public lands.

(a) Any expenses incurred by the city council in the undertaking of the eradication or management of noxious weeds on public lands shall be a proper charge against such state board, department, or agency that has jurisdiction over the lands.

(b) An agreement for the reimbursement of such expenses shall be reached within two (2) weeks after the date such an expense is submitted to such state board, department or agency, such agreement to be set forth in writing.

(c) If an agreement is not reached or the charge is not immediately paid, such charge shall be submitted to the controller, who shall treat such amount as an encumbrance on the budget of the state board, department or agency involved or such charge may be recovered in any court with jurisdiction over such lands.

5.50.220 Scheduling and hearing.

The state board, department, or agency owning or occupying said public lands is afforded the same scheduling and hearing protections as provided to landowners or occupants of private lands under sections 5.50.180 and 5.50.190 of this Code.

5.50.230 Miscellaneous—Additional provisions.

(a) The city council, through its delegates, agents, and employees, shall have the right to enter upon any premises, lands or places, whether public or private, during reasonable business hours for the purposes of ensuring compliance with any of the above requirements concerning noxious weed management and any other local requirements.

(b) No agent, employee, or delegate of the city council shall have a civil cause of action against a landowner or occupant for personal injury or property damage incurred while on public or private land for purposes consistent with the above requirements except when the landowner or occupant willfully or deliberately caused such damages.

(c) It shall be the duty of the city council to confirm that all public roads, public highways, public rights-of-way, and any easements appurtenant thereto, under its jurisdiction, are in compliance with C.R.S. section 35-5.5-101, et seq., and any violations thereof shall be the financial responsibility of the appropriate local governing body or state board, department, or agency.

5.50.240 Cooperation with federal and state agencies.

The city council may enter into cooperative agreements with federal, county and state agencies for the integrated management of undesirable plants within their respective territorial jurisdictions.

5.50.250 Public nuisance—Abatement.

All undesirable plants at any and all stages thereof, their carriers, and any and all premises, plants and things infested or exposed to infestation may be declared to be a public nuisance by the city council. Once declared, such nuisances shall be subject to all laws and remedies relating to the prevention and abatement of nuisances. The city council, in a summary manner or otherwise, may take such action, including removal and destruction, with reference to such nuisance as in its discretion appears necessary. The remedies of this section shall be in addition to all other remedies provided by law.

Section 2. If any section of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or the constitutionality of the remaining portions of the ordinance. The County Council of the City of Gunnison hereby declares that 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 _____ day of July, 2016, on first reading, and introduced, read and adopted on second and final reading this _____ day of _____, 2016.

Richard Hagan, Mayor

(SEAL)

ATTEST:

Gail Davidson, City Clerk

TO: City Council
FROM: Community Development Staff
DATE: July 1, 2016
RE: Text Amendment to the *LDC*

A Text Amendment has been initiated by Steve Westbay, Community Development Director to amend to amend Sections 1, Administration (1.7.K. Density) and 8, Variances (8.1.C. Dimensional Standards Variances Authorized) within the *Land Development Code (LDC)*.

Text Amendment requests must comply with established criteria to address the compatibility with the City's *Master Plan*; the purposes of the *LDC*; and preserve the health, safety and orderly development of the community.

The Planning and Zoning Commission held a public hearing on June 22, 2016 regarding this request. Commission members supported the proposed amendments and unanimously voted to recommend approval of this Text Amendment.

The Council packet contains the staff report with the Commission recommendation and the draft ordinance.

STAFF REPORT
Text Amendment to the *Land Development Code*

TO: Planning and Zoning Commission
FROM: Community Development Staff
DATE: June 22, 2016
RE: ZA 16-3, Text Amendment to the *Land Development Code*

CODE PROVISIONS

The *Land Development Code (LDC)*, Section 10.3 specifies that a text amendment to the *LDC* be reviewed by the City of Gunnison Planning and Zoning Commission (Commission) at a public hearing after 15 days public notice. The Commission establishes a recommendation to City Council to approve, approve with conditions, deny or remand the application back to the applicant with instructions for modification. City Council shall consider the recommendation of the Commission at a public hearing and shall, by ordinance, approve, deny or remand the application back to the applicant with instructions for modification or additional information.

A Text Amendment may be initiated by City Council, the Planning and Zoning Commission, the Community Development Director, a resident of the city, an owner of a business within the city, or any person who holds a recognized interest in real property within the city.

APPLICATION

The applicant for this Text Amendment is Steven Westbay, the City of Gunnison Community Development Director. The application proposes to amend Sections 1, Administration (1.7.K. Density) and 8, Variances (8.1.C. Dimensional Standards Variances Authorized).

PROPOSED AMENDMENT

Proposed amendments include the following:

Section 1.7 K. Density:

3. When applying a density standard to the net land area of a parcel, all resulting fractions with 0.65 or lower shall be rounded down to the lower whole number and resulting fractions that are 0.66 or higher shall be rounded up to the higher whole number.

Section 8.1 General:

C. Dimensional Standards Variances Authorized. Variance from the dimensional standards of the underlying zone district shall be authorized only for minimum lot area, maximum height, minimum floor area, minimum building width, maximum lot coverage, minimum setbacks, maximum setbacks, parking requirements, minimum landscape area, and buffer width.

STAFF REPORT

Text Amendment to the *Land Development Code*

DEPARTMENTAL COMMENTS

Building Official: No issue.

Fire Marshal: No issue.

Parks and Recreation Department: No issue.

Police Department: No issue.

Public Works Director: No issue.

City Engineer: No issue.

Water and Sewer Superintendent: No issue.

Electric Superintendent: No issue.

City Attorney, Kathy Fogo: No issue.

STAFF OBSERVATIONS

1. The proposed Text Amendment requests amendments to Sections 1.7.K. Density and 8.1.C. Dimensional Standards Variances Authorized within the *Land Development Code*.
2. The amendment proposes a change to the density calculation rounding and the addition of minimum lot area to variances to provide flexibility.
3. The proposed amendments protect the health, safety and welfare of the community.

REVIEW STANDARDS FOR TEXT AMENDMENTS

LDC Section 6.8 C., states that “...an application that fails to comply with any applicable review standard shall be denied.” The *LDC* Section 10.5 states that “...an application for an amendment to the text of this *Land Development Code* shall comply with the following four standards:”

A. Consistent with Purposes. The proposed amendment shall be consistent with the purposes of this *Land Development Code*.

No Conflict. Purposes of the *LDC* are cited in Section 15.10.030 and include the following headings:

1. *Establish Development Standards* for the review of all proposed development in the City.
- 2) *Protect Quality of Life* by promoting the community’s general health, safety and welfare.
- 3) *Establish Review Process* that is clear, consistent, predictable and efficient.
- 4) *Provide for Orderly Development* of the City that is well-ordered and safe.
- 5) *Conserve Property Values* and respect interests of property owners and citizens.

The proposed amendment fulfills the purpose of the *LDC*. The amendment addresses needed modifications within the *LDC*.

B. No Conflict with Other Provisions. The proposed amendment shall not conflict with any other applicable provisions of this *Land Development Code*, or shall repeal or amend provisions of this *Land Development Code* which are inconsistent, unreasonable or out-of-date.

No Conflict: The proposed text amendment does not conflict with any sections of the *LDC*.

C. Consistent with Master Plan. The proposed amendment shall be consistent with the *Master Plan*, or shall implement a new portion of the *Master Plan*, or shall implement portions of the *Master Plan* which have proven difficult to achieve under the existing provisions of this *Land Development Code*.

STAFF REPORT
Text Amendment to the *Land Development Code*

No Conflict: The proposed text amendment is consistent with the *City of Gunnison Master Plan*.

D. Public Health, Safety and Welfare. The proposed amendment shall preserve the public health, safety, general welfare and environment and contribute to the orderly development of the City.

No Conflict: The proposed amendment is intended to preserve the public health, safety and general welfare of the community.

RECOMMENDATION

During the Planning and Zoning Commission meeting held on June 22, 2016, Commissioner Niemeyer moved, Commissioner Tocke seconded, and the Planning and Zoning Commission voted to recommend APPROVAL, to City Council of Zoning Amendment application ZA 16-3, for a Text Amendment to modify Sections 1, Administration (1.7.K. Density) and 8, Variances (8.1.C. Dimensional Standards Variances Authorized) with the *LDC*, based on the following findings of fact:

1. The Planning and Zoning Commission finds that the record of this action includes the application contents on file with the City of Gunnison; all comments entered into the Public Hearing record; and provisions of the *City of Gunnison Land Development Code* and the *City of Gunnison Master Plan*.
2. The Planning and Zoning Commission finds that the amendment provides reasonable flexibility within the *LDC*.
3. The Planning and Zoning Commission finds that proposed amendments clarifies the administrative direction within the *LDC*.
4. The Planning and Zoning Commission finds that this Text Amendment application complies with the review standards for Text Amendments (*LDC*, Section 10.5).
5. The Planning and Zoning Commission finds that based on the record of the application proceedings, approval of this Text Amendment protects the community's health, safety and welfare.

**ORDINANCE NO. 8
SERIES 2016**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON TO AMEND SECTIONS 1, ADMINISTRATION (1.7.K. DENSITY) AND 8, VARIANCES (8.1.C. DIMENSIONAL STANDARDS VARIANCES AUTHORIZED) WITHIN THE CITY OF GUNNISON LAND DEVELOPMENT CODE.

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

WHEREAS, the Text Amendment proposes amendments to Section 1, Administration regarding density calculations and Section 8, Variances for Dimensional Standards Variances Authorized; and

WHEREAS, the Planning and Zoning Commission of the City of Gunnison, Colorado, held a public hearing on said application pursuant to notice published in accordance with the *Land Development Code* of the City of Gunnison, Colorado, on June 22, 2016; and

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

WHEREAS, on June 22, 2016 the Planning and Zoning Commission of the City of Gunnison recommended approval of the Text Amendment application to the City Council based on findings of fact established through the proceedings of record; and

WHEREAS, the City Council of the City of Gunnison, Colorado, held a public hearing on the Text Amendment application to the *Land Development Code* on June 12, 2016; and

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

- A. That this Text Amendment application complies with the review standards for Text Amendments (*LDC*, Section 10.5).
- B. That the Text Amendment includes modifications to Sections 1, Administration (1.7.K. Density) and 8, Variances (8.1.C. Dimensional Standards Variances Authorized).
- C. That the amendments provide reasonable flexibility within the *LDC*.
- D. That the amendments clarify staff direction within the *LDC*.
- E. That based on the findings above, the Text Amendment protects the community's health, safety and welfare;

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

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

Sections of the *City of Gunnison Land Development Code* are hereby amended to read as follows:

Section 1.7 K. Density

3. When applying a density standard to the net land area of a parcel, resulting fractions with 0.65 or lower shall be rounded down to the lower whole number and resulting fractions that are 0.66 or higher shall be rounded up to the higher whole number.

Section 8.1 General:

- C. **Dimensional Standards Variances Authorized.** Variance from the dimensional standards of the underlying zone district shall be authorized only for minimum lot area, maximum height, minimum floor area, minimum building width, maximum lot coverage, minimum setbacks, maximum setbacks, parking requirements, minimum landscape area, and buffer width.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this ____ day of July, 2016, on first reading, and introduced, read, passed and adopted on second and final reading this ____ day of _____, 2016.

Mayor

(SEAL)

ATTEST:

City Clerk

Published in the Gunnison
Country Times Newspaper
July , 2016

MEMORANDUM

TO: City Council
FROM: Will Dowis and Steve Westbay
DATE: July 1, 2016
RE: Charge Ahead Colorado – Electric Vehicle Charging Station

The Colorado Energy Office (CEO) has awarded funding to the City for the installation of an electric vehicle charging station. The terms and conditions of the award are established by the Statement of Work. This memorandum summarizes the implementation program and contractual terms.

The grant covers \$6,260 or 80 percent, whichever is less, of the purchase and installation of the multi-port Electric Vehicle Supply Equipment (EVSE). The installation must be completed by September 30, 2016. A final report and invoice documentation is required, and physical inspection by the CEO is a mandatory element of the final report. Contractual terms also require data reporting on the facility's usage for a minimum of three years – the apparatus is linked directly to the CEO via a wireless satellite feed. Costs for the satellite feed service are included in the EVSE purchase for the three-year data retrieval period.

Under the Statement of Work, City Hall is the designated location for the EVSE. Physically relocating the EVSE is possible, but any future site should be served with a fiber communication linkage to the City's system. Additionally, because the Statement of Work requires the collection of usage data for three years, it would be prudent to leave the EVSE in place during the agreement duration. Thereafter, another suitable future location may be considered.

Installation work will be completed by the Electric Department staff. The EVSE has been ordered and the system will be installed and operational by the end of August.

To: City Council
From: City Clerk Gail Davidson
Date: June 30, 2016
Re: Boards/Commission Assignment

Councilors:

With the resignation of Councilor Ferguson and the passage of Resolution No. 4 (P&R Advisory Committee) and Ordinance No. 7 (Municipal Court Restructuring), there are several vacancies needing to be filled. Listed below are the current vacancies. Some of these obligations are transient in nature and others are established entities. A motion and vote to approve this list can be made at the July 12th Regular Session. Thank you.

City Council Boards/Commissions/Committee Assignments – amended 6/30/2016

- Planning & Zoning Commission - Schwartz
- Region 10 Board - Drexel
- CML Policy Board - Schwartz
- Firemen's Pension Board (2) – Drexel & [REDACTED]
- City Group Health Plan Trustees - Morrison
- City Investment Policy Board - Schwartz
- BPAC – Bicycle & Pedestrian Advisory Committee - Morrison
- Gunnison Trails Commission - Schwartz
- Gunnison Valley Regional Housing Authority – Hagan & Citizen Ellen Harriman
- Gunnison Valley Housing Foundation - Drexel
- Gunnison Rural Transportation Authority Board (2) – Schwartz & Hagan
- WSCU President's Advisory Council - Drexel
- Gunnison Chamber Advisory Committee - Morrison
- Gunnison Chamber Visitors Center Advisory Committee – Schwartz
- Parks & Recreation Advisory Committee - [REDACTED]
- Community Builders Task Force – Morrison & [REDACTED]
- One Valley Prosperity Project – Schwartz, Morrison, Hagan
- Better Cities – Schwartz & [REDACTED]
- Gunnison Arts Center Advisory Council - [REDACTED]
- Gunnison Memorial Scholarship Committee – Citizen Sharon Cave
- Website Upgrade Committee - Morrison
- Municipal Court Liaisons (2) - [REDACTED]

Yellow fields represent assignments currently vacant.