

## GUNNISON CITY COUNCIL AGENDA

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

<b>SEPTEMBER 6, 2016</b>	<b>WORK SESSION</b>	<b>7:00 P.M.</b>
7:00 – 7:20 P.M.	A. Water Meter Replacement Discussion – Water Superintendent Joe Doherty and Finance Director Ben Cowan	
7:20 – 7:40 P.M.	B. IGA Between Gunnison Rising Metro Districts No's 1 thru 7 and City of Gunnison – CD Director Steve Westbay	
7:40 – 8:15 P.M.	C. Skate Park Lighting Proposals – P&R Director Dan Ampietro	
8:15 – 8:20 P.M.	D. 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>	
8:20 – 8:40 P.M.	E. City Councilors Meeting Reports, Discussion Items for Future Work Sessions	
	F. 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](http://www.cityofgunnison-co.gov) No formal action can be taken at a Work Session. For further information, contact the City Clerk's office at 641-8140.

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



**Memorandum**

**To:** City Council  
**From:** Joe Doherty and Ben Cowan  
**Date:** 9/2/2016  
**Re:** Water Meter Replacements

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**Purpose:**

Staff would like to request an additional appropriation to complete the water meter replacement project. In addition, staff would like to preliminarily discuss a funding mechanism to support this project and the other capital needs in the water fund over the next five years.

**Background:**

Over the past seven years, the City has been replacing the old water meters on the Badger meter system (manually read and radio read) with new Orion meters. Of the 2,246 total water meters, approximately 78% have been replaced to date. There are approximately 200 meters that are in inventory with 300 remaining to be purchased. All of the commercial and large meters have been replaced. The remaining 5/8" meters are generally in homes where the resident has been unavailable to allow entry during normal business hours. Since the installation requires two operators, this impacts the water utility operations excessively in their day-to-day work on the distribution system and wells.

Last month, the handheld reader's screen failed and the meter readings for manually and radio read meters can no longer be seen on the screen, which created a variety of meter reading errors due to the operator's inability to correct errors as the routes are read. The City was able to acquire a loaner unit from another government, which has allowed the meter reading to continue to be collected. Without the loaner, meter readings are unable to be acquired on the final 500 meters yet to be replaced and bills would have to be estimated.

This is not an ideal situation and the staff recommendation is to expedite the project to complete the transition to the new Orion system in 2016. National Meter and Automation, Inc. has provided a cost quotation with a bulk meter order that is \$49.21 less than the historical meter purchase price (\$182.75 versus \$231.96 each), which will save \$14,763. In addition, the contractor can schedule replacement in the evenings or on Saturday.

Ultimately, this proposal will eliminate the risk the City is currently facing by operating three types of meters, two of which have no replacement equipment.

**Estimated Cost:**

<i>Quantity</i>	<i>Description</i>	<i>Unit Price</i>	<i>Amount</i>
300	M25 RTR Register with Orion CE Meter	182.75	\$54,825.00
500	Indoor installation fees*	75.00	\$37,500.00
<b>TOTAL COST TO COMPLETE METER REPLACEMENTS</b>			<b>\$92,325.00</b>

*\*includes use of an outsourced customer call center to make installer appointments*

**2016 Savings:**

The 2016 budget has seen a great deal of savings due to a variety of reasons:

\$20,000	Tap connection fees received over the budgeted amount
\$31,000	Payroll savings due to Public Works Director, City Engineer, and Water Operator vacancies
\$10,550	Jet vac truck bid under budgeted amount
<u>\$9,000</u>	Remaining meter replacement funds

**\$70,550 TOTAL FAVORABLE BUDGET VARIANCES**

**Financial Impact:**

As demonstrated above, **the net requested use of fund balance is \$21,775.**

Based on the capital needs for the Water Fund over the next five years, the average annual capital needs total \$90,000. In order to generate the revenue over operational expenditures in an amount sufficient to fund the necessary capital improvements including equipment replacement, well rehabilitation and water tank repainting, City staff will likely recommend a \$3 per meter increase for 2017, without any associated usage rate change.

Current residential monthly service charge      \$5.00

Proposed residential monthly service charge      \$8.00

For comparison, other water utilities' rates within the county are listed below:

Jurisdiction	Service Charge (Meter Charge)	0 – 5,000 gallons	5,001 – 15,000 gallons	15,001 + gallons
<b>Gunnison (current)</b>	\$5.00	\$1.60	\$1.75	\$1.80
<b>Gunnison (proposed)</b>	\$8.00			
<b>Crested Butte</b>	\$27.50		\$3.00#	\$3.25
<b>Gunnison County</b>	\$34.30		\$5.90*	\$5.90
<b>Antelope Hills</b>	\$48.80		\$5.90*	\$5.90

\* Beginning at 6,000 gallons. # Beginning at 8,000 gallons.

Example at 8,000 gallons per month (average user)



Jurisdiction	Service Charge (Meter Charge)	0 – 5,000 gallons	5,001 – 15,000 gallons	15,001 + gallons	Jurisdiction
<b>Gunnison (current)</b>	\$5.00	\$8.00	\$5.25		\$18.25
<b>Gunnison (proposed)</b>	\$8.00	\$8.00	\$5.25		\$21.25
<b>Crested Butte</b>	\$27.50				\$27.50
<b>Gunnison County</b>	\$34.30		\$11.80		\$46.10
<b>Antelope Hills</b>	\$48.80		\$11.80		\$60.60

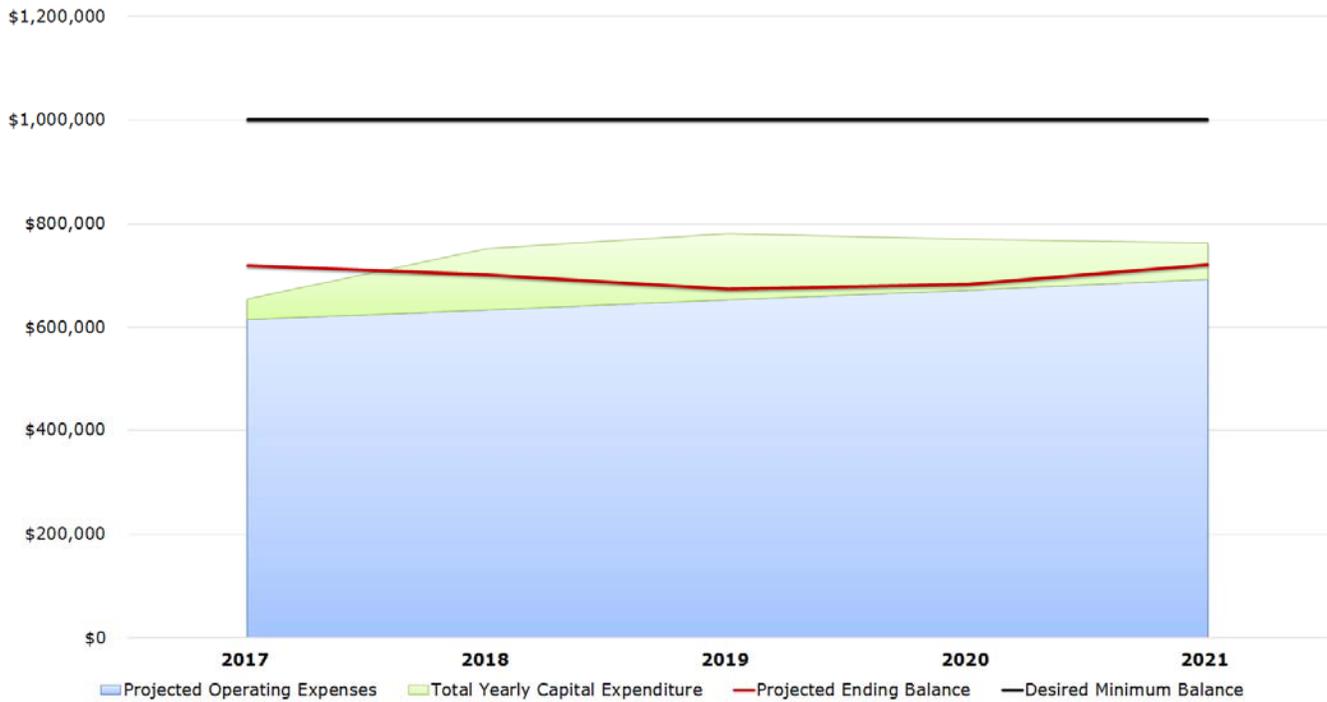
Example at 30,000 gallons per month (lawn irrigation)



Jurisdiction	Service Charge (Meter Charge)	0 – 5,000 gallons	5,001 – 15,000 gallons	15,001 + gallons	Jurisdiction
<b>Gunnison (current)</b>	\$5.00	\$8.00	\$17.50	\$39.25	\$57.50
<b>Gunnison (proposed)</b>	\$8.00	\$8.00	\$17.50	\$39.25	\$60.50
<b>Crested Butte</b>	\$27.50		\$9.00	\$61.00	\$97.50
<b>Gunnison County</b>	\$34.30		\$53.10	\$88.50	\$175.90
<b>Antelope Hills</b>	\$48.80		\$53.10	\$88.50	\$190.40

September 2, 2016

If the monthly service charge is increased as proposed, the current fund balance can be maintained with the improvements that are scheduled, as depicted in the below chart.



We also think that the typical practice of increasing the usage rates actually encourages residents to conserve water usage, which has a less than expected increase in the realized revenues. Furthermore, a service charge increase doesn't disproportionately affect residents that irrigate using City water because they do not have access to a City ditch. All water users would be affected equally.

## MEMORANDUM

September 2, 2016

TO: City Council  
Russ Forrest, City Manager  
City of Gunnison

FROM: Kathleen Fogo, City Attorney

RE: **Intergovernmental Agreement among Gunnison Rising Metropolitan Districts and the City of Gunnison**

The proponents of the Gunnison Rising Metropolitan Districts Nos. 1-7 have submitted this Intergovernmental Agreement, already executed by the Districts, for approval by the City. While surprising that we had not received a draft prior to it being approved by the Districts, I nonetheless recommend approval, subject to removal of a couple of typographical errors.

The IGA mirrors those provisions contained in the Service Plan for the Districts approved by the City in April, 2016. IGA's are called for within the approved Service Plan. While some minor provisions are missing (like the form of disclosure and any reference to the possibility of a sales tax), Jim Collins, our special district counsel, is unconcerned with any possibility that execution of this Agreement modifies the requirements existing under the City's approval of the Service Plan.

Accordingly, I recommend approval of the IGA.

**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE CITY OF GUNNISON, COLORADO,**  
**GUNNISON RISING METROPOLITAN DISTRICT NO. 1**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 2**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 3**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 4**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 5**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 6**  
**AND GUNNISON RISING METROPOLITAN DISTRICT NO. 7**

THIS AGREEMENT is made and entered into as of this 22<sup>nd</sup> day of August, 2016, by and between the CITY OF GUNNISON, a home-rule municipal corporation of the State of Colorado (“City”), and GUNNISON RISING METROPOLITAN DISTRICT NO. 1, GUNNISON RISING METROPOLITAN DISTRICT NO. 2, GUNNISON RISING METROPOLITAN DISTRICT NO. 3, GUNNISON RISING METROPOLITAN DISTRICT NO. 4, GUNNISON RISING METROPOLITAN DISTRICT NO. 5, GUNNISON RISING METROPOLITAN DISTRICT NO. 6, and GUNNISON RISING METROPOLITAN DISTRICT NO. 7, quasi-municipal corporations and political subdivisions of the State of Colorado (each a “District” and collectively, the “Districts”). The City and the Districts are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plans approved by the City on March 30, 2016, (“Service Plans”); and

WHEREAS, the Service Plans make reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Gunnison City Code; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## COVENANTS AND AGREEMENTS

1. Operations and Maintenance. The Districts shall have the power and authority to construct and install Public Improvements (as defined in the Service Plan, "Public Improvements"), within and without the Service Area of the Districts, as such power and authority is described in the Special District Act, and other applicable statutes, common law, and State Constitution. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated to, own, operate and maintain park and recreation improvements, including but not limited to, recreation facilities, parks and trails, tract landscaping improvements, streetscape landscaping, drainage improvements, including detention and retention ponds, trickle channels and all necessary equipment or appurtenances incident thereto, which are not owned and maintained by the City or another public entity.

The Districts shall be authorized, but not obligated to, operate and maintain park and recreation improvements without an intergovernmental agreement with the City, provided that any Fee imposed by the Districts for access to such park and recreation improvements shall not result in Non-District City residents paying a user fee that is greater than, or otherwise disproportionate to, similar fees and taxes paid by residents of the Districts. However, the Districts shall be entitled to impose an administrative fee as necessary to cover additional expenses associated with Non-District City residents to ensure that such costs are not the responsibility of District residents. All such Fees shall be based upon the Districts' determination that such Fees do not exceed reasonable annual market fee for users of such facilities. Notwithstanding the foregoing, all parks and trails shall be open to the general public and Non-District City residents free of charge.

2. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Golf Course Construction. The Districts shall not be authorized to plan, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain a golf course unless such activity is pursuant to an intergovernmental agreement with the City.

5. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and

of other governmental entities having proper jurisdiction and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

6. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the issuing District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion Limitation. The Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the City.

8. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the Districts. Additionally, the Districts shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the Districts unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

9. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Service Plan), the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of Three Million Nine Hundred Twenty-Two Thousand Dollars (\$3,922,000).

11. Fee Limitation. Each of the Districts may impose and collect Fees as a source of revenue for repayment of debt, capital costs, and/or for operations and maintenance. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the

restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

12. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply for, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

13. Consolidation. A District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is with another District.

14. Bankruptcy. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

15. Dissolution. Upon an independent determination of the City Council that the purposes for which the Districts were created have been accomplished, the Districts agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

16. Disclosure to Purchasers. The Districts will use reasonable efforts to assure that all developers of the property located within the Districts provide written notice to all purchasers of property in the Districts regarding the Maximum Debt Mill Levy, as well as a general description of the Districts’ authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the Districts imposing the mill levy which is the subject of the Maximum Debt Mill Levy.

17. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in V.A.1-14 or VII.B-G of the Service Plans shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

18. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District shall be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

19. Annual Report. Each District shall be responsible for submitting an annual report to the Manager of the Office of Development Assistance of the City Manager's Office no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued, pursuant to the City Code and containing the information set forth in Section VIII of the Service Plan. The Districts shall be permitted to submit a joint report.

20. Regional Improvements. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of regional improvements necessitated by the Districts and fund the administration and overhead costs related to the provisions of regional improvements as set forth in Section I.C of the Service Plan.

21. Maximum Mill Levies.

(a) The "Maximum Residential Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable Residential Property within each of their respective legal boundaries for payment of Debt, and shall be thirty (30) mills. To the extent that Debt has been issued by a District and the Maximum Residential Debt Levy has been pledged thereto, the "Maximum Residential Operations and Maintenance Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable Residential Property within each of their respective legal boundaries for payment of administration, operations, and maintenance costs, and shall be five (5) mills. To the extent less than the Maximum Residential Debt Levy has been pledged to Debt or no Debt has been issued, the Districts shall be permitted to levy an operational mill levy in an amount up to the Maximum Aggregate Residential Mill Levy of thirty – five (35) mills for purposes of funding operations with the intent that the Maximum Aggregate Residential Mill Levy not be exceeded for combined Debt and operational purposes at any time.

(b) The "Maximum Aggregate Residential Mill Levy" shall be the maximum mill levy each of the Districts are permitted to impose upon the taxable Residential Property

within each of their respective legal boundaries for payment of Debt and administration, operations, and maintenance costs, and shall be thirty-five (35) mills, subject to adjustment as permitted by the Service Plan.

(c) The "Maximum Commercial Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable Commercial Property within each of their respective legal boundaries for payment of Debt, and shall be thirty (35) mills. To the extent that Debt has been issued by a District and the Maximum Commercial Debt Levy has been pledged thereto, the "Maximum Commercial Operations and Maintenance Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable Commercial Property within each of their respective legal boundaries for payment of administration, operations, and maintenance costs, and shall be five (5) mills. To the extent less than the Maximum Commercial Debt Levy has been pledged to Debt or no Debt has been issued, the Districts shall be permitted to levy an operational mill levy in an amount up to the Maximum Aggregate Commercial Mill Levy of forty (40) mills for purposes of funding operations with the intent that the Maximum Aggregate Commercial Mill Levy not be exceeded for combined Debt and operational purposes at any time.

(d) The "Maximum Aggregate Commercial Mill Levy" shall be the maximum mill levy each of the Districts are permitted to impose upon the taxable Commercial Property within each of their respective legal boundaries for payment of Debt and administration, operations, and maintenance costs, and shall be forty (40) mills, subject to adjustment as permitted by the Service Plan.

(e) If, on or after January 1, 2008, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the preceding mill levy limitations may be increased or decreased to reflect such changes, with such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2008, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

(f) To the extent that the Districts are composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District or Districts" as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

22. Maximum Debt Mill Levy Imposition Term. The Districts shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (30) years after the year of the initial imposition of such mill levy unless a majority of the Board of Directors of the District imposing the mill levy are residents of the District and have voted in favor of a

refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq.

23. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:           Gunnison Rising Metropolitan District Nos. 1-7  
                                  c/o White Bear Ankele Tanaka & Waldron  
                                  Professional Corporation  
                                  2154 E. Commons Avenue, Suite 2000  
                                  Centennial, CO 80122  
                                  Attn: Kristen Bear, Esq.  
                                  Phone: (303) 858-1800  
                                  Fax: (303)858-1801

To the City:                 City of Gunnison  
                                  201 W Virginia Ave  
                                  Gunnison, CO 81230  
                                  Attn: City Manager  
                                  Phone: (970) 641-8080  
                                  Fax: (970) 641-8051

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

24. Defined Terms. Any term not defined in this Agreement shall have the meaning set forth in the Service Plan for the Districts.

25. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

26. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

27. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in

equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

28. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

29. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

30. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

31. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

32. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

33. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

34. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

35. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

*(Signature Page Follows)*

GUNNISON RISING METROPOLITAN  
DISTRICT NOS. 1-7

By: Richard Bratten  
President

Attest:

Anna R Bratten  
Secretary

CITY OF GUNNISON, COLORADO

By: \_\_\_\_\_  
Richard Hagan, Mayor

Attest:

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

APPROVED AS TO FORM: \_\_\_\_\_



## CITY OF GUNNISON PARKS AND RECREATION

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To: City Council  
From: Parks and Rec Dept.  
Re: Skate Park Lighting

Council:

Upon advertising and receiving bids for lighting at the Skate Park all bids were substantially over our budget of \$80,000. The low bidder at the time was EC Electric. According to our bid package and contract we exercised the clause to negotiate with the lowest bidder. EC Electric was able to obtain a less expensive pole and lighting package through the local CED electrical suppliers, utilizing LED efficiency lighting. EC was able to provide a bid including excavation, 600 watt LED Sports Lighting, wiring, (5) 40' poles installed, mounted around the skate park to supply even lighting throughout the skate park at 28 foot candles, photo cell, timer and permitting. To keep the project within budget the parks crew will be performing the trenching, back fill and landscaping.

Our request is for the council to approve and the mayor to sign a contract with EC Electrical to purchase and install the Skate Park lighting for a price not to exceed \$78,510 at the next Regular Session. If this request is approved by Council, an order will be placed for the lights and the project will be completed prior to November 24, 2016.

Dan Ampietro



# Proposal

Date: 8/22/16

To:

City of Gunnison  
200 E Spencer  
Gunnison, CO 81230

RE:

Gunnison Skate Park Lighting  
Gunnison , CO

Attention: Dan Ampietro

Architect: n/a

Phone #: (970)417-6177

Plans Dated: n/a

Fax #:

We hereby submit clarifications and estimates for:

This Proposal is for the complete Skate Park Lighting Project in Gunnison, Colorado. LED Option

### INCLUSIONS:

1. Complete Lighting Installation using **600 watt LED sports lighting heads** supplied by CED Gunnison.
  - a. Total of (5) 40' light poles mounted around skate park to give even lighting throughout skate park.
  - b. Lights will be controlled by a photocell with a time clock override.
2. We will include digging the pole bases and concrete associated with caissons per Terry Zerger's design.
3. We will pull new #3 copper cable in existing conduit to bring panel behind BMX ramp up to 100A.
4. State Electrical permit required for the job.
5. We anticipate **average footcandles of 28** with this option

### EXCLUSIONS:

1. All trenching associated with job except going up embankment to feed pole at elevated location.
2. Any fence removal to accommodate the pole installation is by others
3. Any upgrade of existing power up to the Scoreboard panel would be by others. The estimated ampacity for these lights will be 68 amps. The entire service originating behind the dugout is 100 amps

### NOTE:

EC Electric has included a 5% overall reduction in cost in conjunction with the lighting manufacturer reducing their cost as well.

We propose hereby to furnish material and labor - in accordance with the above specifications, for the sum of:

Seventy-Eight Thousand Five Hundred Ten----- Dollars      \$ 78,510.00

Signature: Will Sawyer

Note: This Proposal may be  
Withdrawn if not accepted within 30 Days.

By signing this proposal/contract and/or accepting materials and labor relevant to the work described , customer accepts these terms:

- 1) Payment for said materials and/ or labor is due upon completion or delivery of same, or when requested by E C Electric, Inc.
- 2) Quoted prices are subject to known conditions, and any cost increases beyond our control may affect final prices.
- 3) A finance charge of 1 1/2 % per month (18% APR) will be added to any account not paid within 30 days of request.
- 4) All costs incurred while collecting past due accounts, including reasonable legal and attorney's fees, will be charged to that account.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# SPEC PRO SPORTLIGHTER

200W, 400W, 600W, 800W, 1000W, 1500W, 2000W

SPEC PRO SPORTSLIGHTER offers precision luminaries that are compatible with specialist lighting controls that allows users to control the light levels via dimming or preset scenes for different levels of competition and also between televised and non-televised events. The Philips power supply with intelligent electronics protection operates at greater than 94% efficiency to ensure lower temperature operation of the LEDs. The universal design is compatible from 95VAC-305VAC and 347-480 available with a step-down transformer. Other solutions are available for higher voltage inputs.

**SPECGRADE**  
LED

TOLL-FREE: 888-410-5337 | FAX: 614-868-5344 | © 2016 SpecGradeLED



AVAILABLE FROM 200W UP TO 2000W



EXPECTED LIFE OVER 100,000 HRS.



REVIT & IES FILES AVAILABLE AT WWW.SPECGRADELED.COM



LUMINAIRE RATED IP 65 LIGHT ENGINE RATED IP66



DIMMABLE (OPTIONAL)



RGBW INFINITE COLOR RANGE call for details

LUMILEDS LUXEON-T DELIVERS EXCEPTIONAL BEAM UNIFORMITY



94% EFFICIENT INTELLIGENT ELECTRONICS PROTECTION POWER SUPPLY



OPTIONAL LOUVER AND VISORS REDUCE GLARE AND INCREASES USABILITY OPTIONS



# NEXT GENERATION SPORTSLIGHTER SPEC PRO

INNOVATIVE DOUBLE FOLD FIN ALUMINUM HEAT SINK TECHNOLOGY

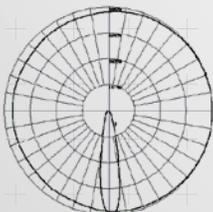
HIGH GRADE DOUBLE INSULATED MOISTURE PROOF CABLES



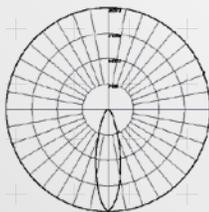
LOCK-IN ADJUSTING ARM FOR ACCURATE AIMING

CUSTOM BRACKETS & MOUNTS AVAILABLE

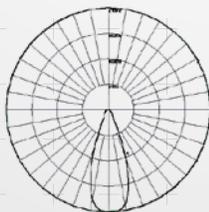
## PHOTOMETRICS



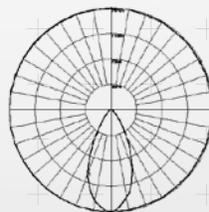
15° X 15° BEAM



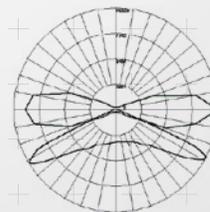
30° X 30° BEAM



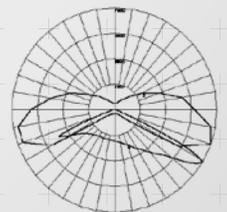
60° X 60° BEAM



85° X 45° BEAM



60° X 135° BEAM



60° X 185° BEAM

# SPEC PRO SPORTSLIGHTER

200W

REPLACES UP TO A 400-WATT METAL HALIDE FIXTURE

400W

REPLACES UP TO A 1000-WATT METAL HALIDE FIXTURE

600W

REPLACES UP TO A 1500-WATT METAL HALIDE FIXTURE



← SHOWN WITH VISOR GLARE SHIELD (VGS)



## SPECIFICATIONS

Rated life: Over 100,000 hrs.  
 Rating: Light engines rated IP 66, Luminaire rated IP65  
 Color Rendering Index (CRI): 74 (optional CRI 80 available)  
 Operating temp: -31-165°F  
 Power factor: >95%  
 Input line voltage: 90-305 VAC  
 347-480 VAC available with step-down transformer (optional)  
 Input line frequency: 50/60 Hz  
 Surge protection device: UL 1449/ANSI C62.41.2 Category C, 10kA/10Kv  
 THD: <20%  
 Dimmable: 0-10V (optional)

## MISC SPECS

Driver: Remote Philips  
 Finish: Powder coated (black/white)  
 Luminaire Weight: 44lbs. (+ 12 lbs. remote drivers)

## MATERIALS

Housings: Die cast aluminum  
 Heat sink: Double folded aluminum fins  
 Lens: Tempered glass  
 LED chip: Lumileds Luxeon-T  
 Remote driver: UL approved Philips  
 Gasket: Neoprene

## WARRANTY

10 yr. LED board and 5 yr. driver (see full warranty at:

## ↓ BULLSEYE GLARE SHIELD (BGS) (OPTIONAL)



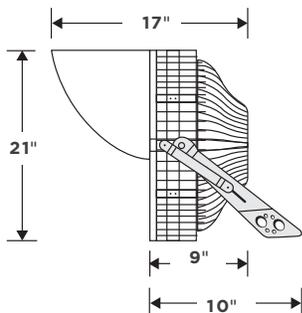
## ↓ REMOTE DRIVERS



## ↓ EPA RATING (VISOR)

Fixture Angle:	Wind Direction (sq. ft.)
90° FROM HORIZ:	FRONT 2.4 SIDE: 2.6
45° FROM HORIZ:	FRONT 1.6 SIDE: 2.6
0° FROM HORIZ:	FRONT 2.5 SIDE: 2.6

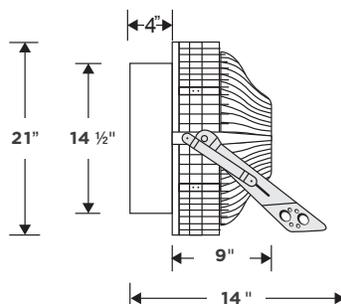
## ↓ VISOR (VGS) DIMENSIONS



## ↓ EPA RATING (BULLSEYE)

Fixture Angle:	Wind Direction (sq. ft.)
90° FROM HORIZ:	FRONT 2.4 SIDE: 2.2
45° FROM HORIZ:	FRONT 1.6 SIDE: 2.2
0° FROM HORIZ:	FRONT 2.1 SIDE: 2.2

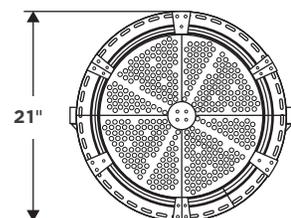
## ↓ BULLSEYE (BGS) DIMENSIONS



## ↓ EPA RATING (NO GLARE SHIELD)

Fixture Angle:	Wind Direction (sq. ft.)
90° FROM HORIZ:	FRONT 2.4 SIDE: 1.4
45° FROM HORIZ:	FRONT 1.6 SIDE: 1.4
0° FROM HORIZ:	FRONT 1.3 SIDE: 1.4

## ↓ DIMENSIONS FOR: 200W, 400W & 600W





**PRODUCT SPECIFICATIONS**

SERIES	WATTS	SYSTEM POWER [W]	BEAM	INPUT VOLT.	COLOR TEMPERATURES DELIVERED LUMENS		POWDER COAT FINISH		GLARE SHIELD		CRI	LENS		OPTIONS	
					NW 4000K	CW 5000K	WT	WHITE (STD)	BGS	BULLSEYE VISOR		74 (STD)	CL	CLEAR (STD)	DIM
SPL	200W	220W	15X15	90-305V (STD)	20914 lm	22105 lm	WT	WHITE (STD)	BGS	BULLSEYE VISOR	74 (STD)	CL	CLEAR (STD)	DIM	0-10V DIMMING
	400W	440W	30X30	347-480V (OPT)	41903 lm	44190 lm	BL	BLACK (STD)	VGS	NO GLARE SHIELD	80 (OPT)	FR	FROSTED (OPT)		
	600W	660W	60X60		RAL	60515 lm		63700 lm	OTHER COLORS AVAIL. W/RAL# (OPT)	NGS	NO GLARE SHIELD	80 (OPT)	FR		
			85X45												
			85X90												
			60X135												
			60X185												

NW = NATURAL WHITE CW = COOL WHITE REVIT & IES FILES are located at [www.SpecGradeLED.com](http://www.SpecGradeLED.com)

DUE TO CONTINUOUS IMPROVEMENT AND INNOVATION, PRODUCT APPEARANCE AND SPECIFICATIONS MAY CHANGE WITHOUT NOTICE. ACTUAL PERFORMANCE MAY DIFFER AS A RESULT OF END-USER ENVIRONMENT AND APPLICATION.

**PRODUCT CERTIFICATIONS, WARRANTIES & APPROVALS**

