

GUNNISON CITY COUNCIL AGENDA
MEETING IS HELD AT CITY HALL
201 WEST VIRGINIA AVENUE, GUNNISON, COLORADO
2nd FLOOR COUNCIL CHAMBERS
REMOTE ACCESS MEETING
Approximate meeting time: 4 hours

TUESDAY
MAY 9, 2023

REGULAR SESSION &
WORK SESSION

5:30. P.M.

The public may attend this City Council meeting in-person or by phone or computer via Zoom. To register to access this meeting remotely, click [Gunnison City Council Regular Session](https://us02web.zoom.us/j/84401204401) or go to: https://us02web.zoom.us/webinar/register/WN_y-KrRIEbQRO5ETsvyIAYqw

I. Presiding Officer Calls Regular Session to Order: (silent roll call by City Clerk)

II. Public Input: (estimated time 3 minutes)

At this agenda time, non-agenda scheduled members of the public may present issues of City concern to Council on topics that are not to be considered later in the meeting. Per Colorado Open Meetings Law, no Council discussion or action will take place until a later date, unless an emergency situation is deemed to exist by the City Attorney. Each speaker has a time limit of 3 minutes to facilitate efficiency in the conduct of the meeting and to allow an equal opportunity for everyone wishing to speak.

III. Council Action Items

A. Energy Performance Contract Collateralization

Background: To receive direction from the Council on financing options related to the Energy Performance Contract with McKinstry in a rising interest rate environment.

Staff contact: Acting City Manager/Finance Director Ben Cowan

Action requested of Council: Staff is requesting consensus from the Council on: (1) A City facility or facilities to be used as lease collateral, and/or (2) \$109,000 to be included in the next additional appropriations ordinance to allow construction of the ice melt system at the ice rink.

Estimated time: 15 minutes

B. License Agreement for Taco La Esquena

Background: Silvia Veronica Perez Hernandez is applying for Conditional Use permit for a food truck within the Commercial zone district. If approved for Conditional Use permit she would like cafe seating within the 12th Street right-of-way.

Staff contact: Community Development Planning Technician Caree Musick

Action Requested of Council: A motion to approve the License Agreement for a conditional use permit for Taco La Esquena.

Estimated Time: 5 minutes

C. Update on Water Treatment Plant

Background: Public Works staff will provide an update on the new water treatment plant project, including information about the preferred location at the VanTuyl Ranch property.

Staff contact: Public Works Director David Gardner and Water Superintendent Mike Rogers

Action requested of Council: No action requested of Council.

Estimated Time: 1 hour

D. Consent Agenda

Background: *The consent agenda allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. The agenda items will not be separately discussed unless a councilor, City staff, or a member of the public requests an item be removed and discussed separately. Items removed from the consent agenda will then be considered after consideration of the consent agenda.*

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion to approve the Consent Agenda with the following items:

- Approval of the April 25, 2023, Regular Session Meeting minutes
- Excuse Councilor Miles from the April 25, 2023, Regular Session meeting.
- Excuse Councilor Freeburn from the April 25, 2023, Regular Session meeting.

Estimated time: 5 minutes

E. Update on One Valley Resiliency Roadmap

Background: Clark Anderson of Community Builders will provide an update on the One Valley Resiliency Roadmap (OVR).

Staff contact: Community Development Director Anton Sinkewich

Action requested of Council: Receive presentation and provide discussion and direction to staff.

Estimated Time: 30 minutes

F. Appointment of Deputy City Clerk

Background: The City Clerk recommends that Laura Buffington be hired to fill the position of Deputy City Clerk, and requests that Council confirms that appointment via motion as per Section 3.13 of the City Charter.

Staff contact: City Clerk Erica Boucher

Action Requested of Council: A motion, second, and vote to confirm the appointment of Laura Buffington to the position of Deputy City Clerk.

Estimated Time: 5 minutes

G. Ordinance No. 5, Series 2023, First Reading: *An Ordinance of the City Council of the City of Gunnison, Colorado, Repealing Ordinance No. 7, Series 1992*

Background: This ordinance repeals Ordinance No. 7, Series 1992, which provides direction for the disposal of unclaimed property, and which is no longer applicable.

Staff contact: Police Chief Keith Robinson

Action requested of Council: Introduce, read by title only, motion, second, and order to publish Ordinance No. 5, Series 2023, on first reading.

Estimated Time: 5 minutes

H. Resolution No. 8, Series 2023: *A Resolution of the City Council of the City of Gunnison, Colorado, Commending KC Wenzel for Outstanding Service as the Student Liaison of the Gunnison City Council, Representing Western Colorado University from September 28, 2021, to May 9, 2023*

Background: KC Wenzel is graduating from Western Colorado University on May 6, 2023; therefore, his term as City Council's Western student liaison must end. This resolution is to commend Mr. Wenzel for his service and wish him well in his future endeavors.

Staff contact: City Clerk Erica Boucher

Action requested of Council: Introduce, read by title only, motion, second, and adopt Resolution No. 8, Series 2023.

Estimated Time: 5 minutes

I. Award Contract for Construction Services for Distribution System Improvements

Background: This item is to award a construction contract to Altitude Energy to complete phase two of the electric distribution study performed by ESC Engineering. This will give more electric capacity to Alco and Reed Street feeders by allowing these feeders to tie together. Without this tie, Alco and Reed Street feeders are at maximum capacity. The amount budgeted and approved in the 2023 budget for the phase two project was \$768,000.

Staff contact: Electric Superintendent Will Dowis

Action requested of Council: A motion to authorize the City Manager to award a contract to Altitude Energy for construction services for distribution circuit improvements for an amount not to exceed \$628,335.62.

Estimated Time: 10 minutes

IV. Staff and Council Reports

Background: Council and staff will provide updates and introduce discussion items for future meetings.

Public Works Semi-Annual Report

City Attorney Report

City Clerk Schedule Update

City Manager Update
Western Liaison Update
City Councilors with City-related meeting reports; discussion items for future
Council meetings

V. Regular Session Meeting Adjournment.

VI. Work Session on Streets Funding: Direction for Strategy

Background: On April 24, 2023, a public input session was held to gather feedback on alternative approaches to address the street maintenance funding shortage and the 2032 sunset of 75% of the special Parks and Recreation tax. Discussion of strategies to address these problems will be a topic of a work session during most upcoming council meetings. Staff contact: Acting City Manager and Finance Director Ben Cowan
Action Requested of Council: No Council action requested.
Estimated Time: 30 minutes

VII. Work Session Meeting Adjournment.

The City Council Meetings agenda is subject to change. 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 at www.gunnisonco.gov. Work sessions are recorded; however, minutes are not produced. For further information, contact the City Clerk's office at 970.641.8140. **TO REQUEST INTERPRETATION SERVICES OR TO COMPLY WITH ADA REGULATIONS, PEOPLE WITH SPECIAL NEEDS ARE REQUESTED TO CONTACT THE CITY CLERK 24 HOURS BEFORE ALL MEETINGS AT 970.641.8140.**



To: City Council
From: Ben Cowan, Finance Director
Date: Friday, May 5, 2023
Subject: Energy Performance Contract Financing

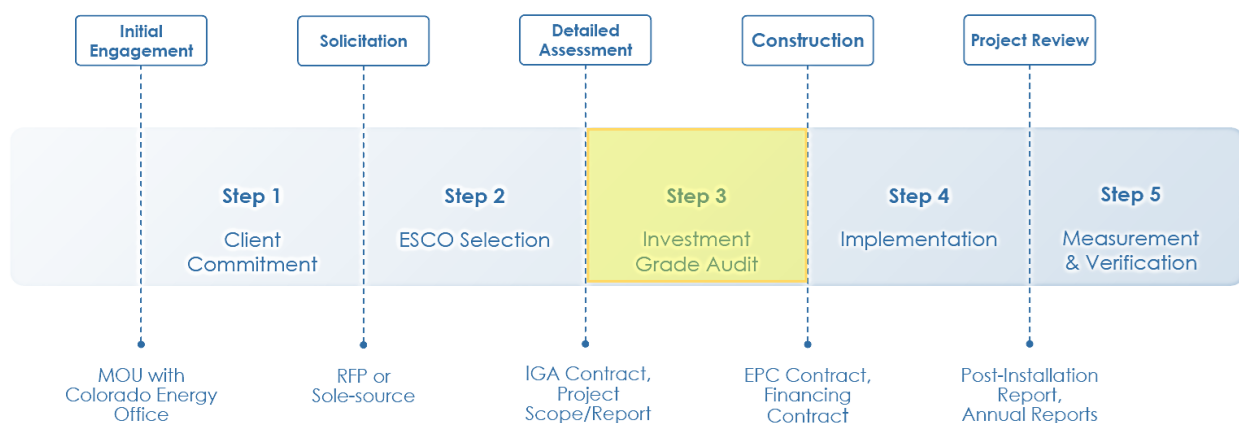
Purpose:

To receive direction from the Council on financing options related to the Energy Performance Contract with McKinstry in a rising interest rate environment.

Background:

The City of Gunnison has executed a Memorandum of Understanding with the Colorado Energy Office (CEO)'s Energy Performance Contracting (EPC) Program. C.R.S. 29-12.5-101 allows the City of Gunnison to leverage utility cost savings to repay annual financing costs associated with certain types of facility upgrades. This financing mechanism uses the guaranteed utility savings and avoided future capital expenses to finance the acquisition/construction of capital improvements that increase energy efficiency at the City of Gunnison.

The total cost of the Investment Grade Audit was \$41,313.60. This will be absorbed into the overall ESCO program provided that the City of Gunnison moves forward with viable projects.

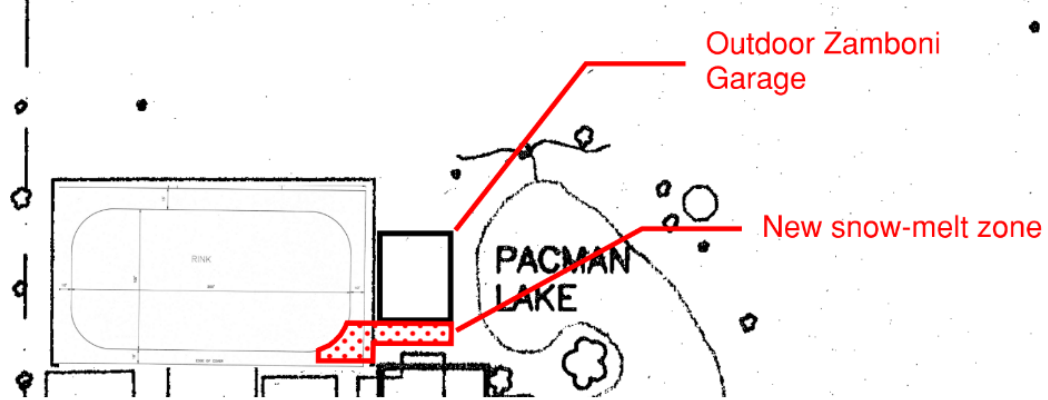


The total proposed project is just under \$4 Million, with \$2.3 to \$2.5 Million to be financed through a lease purchase. Rates have been increasing as Chairman Jerome H. Powell announced the Federal Reserve will raise interest rates by 0.25 percent on May 3.

Troy Bernberg, Managing Director of Public Finance with Northwind Securities, has sent out several preliminary indications to banks that may finance the project with tax-exempt Certificates of Participation (COPs). Depending on the interest rate, scope may need to be cut from the project. One issue with collateral derived from the facility improvements measures themselves is that there are many components that a bank doesn't want to keep track of. LED light fixtures, for example, and smaller equipment are often below capitalizations thresholds and not specifically insured, so a listing of equipment as collateral can increase interest rates. Furthermore, this creates a blanket Uniform Commercial Code encumbrance on most City facilities that may be an issue in the future if we try to issue debt for an improvement on that facility. A way to reduce the interest rate in a material way is to substitute a critical facility instead of the improvements themselves. This is commonly done and is not a fee simple interest, but simply a leasehold interest, to make the lender feel comfortable the City will make required payments on the lease. If something comes up in the future, the facility can be easily substituted with another facility. For instance, the City of Montrose had used their City Hall as collateral on a lease and they are substituting a different facility as they proceed with selling their City Hall. The facility we use should be roughly aligned with the value of the total financed, so the City of Gunnison City Hall is an ideal candidate. Keep in mind the savings from avoided energy costs are what is used to make the lease payments, and if those are not realized the guarantee required by McKinstry requires them to provide the City the difference.

We also need to remove the ice melt system from the project scope as it doesn't pay the City back as a typical energy improvement would. This element actually increases the energy consumption at the rink. It was originally hoped that the shorter payback on many other facility improvement measures would allow this measure to be constructed to address safety issues. This measure consists of adding a snow-melt system (high-efficiency boiler, circulation pump, slab-sensor and all piping, tubing, etc.) that spans the area between the outdoor ice arena Zamboni entrance, the outdoor Zamboni garage entrance and the existing snow melt zone on the north end of the Indoor facility. Currently, staff spends a great deal of time manually chipping the ice accumulation out of this area.

Proposed Snow-melt Zone



Proposed snow-melt zone location – Photo 1:



Proposed snow-melt zone location – Photo 2:



If we somehow receive favorable rates, this the package may still be able to include this in the overall project, but we may need this project aspect to be paid with capital funds from the Other Recreation Improvements Fund for \$109,000.

Staff Recommendation:

The staff recommendation is work with Troy Bernberg with Northwind Securities and Tom Peltz, with Kutak Rock as bond counsel, to develop a parameters ordinance, likely for Council consideration at the May 23 and June 13 meetings for first and second reading. This ordinance would include an appropriately valued City facility(ies) to act as collateral on a lease purchase agreement for the Energy Performance Contract.

We also recommend provision of \$109,000 from the other Recreation Improvements Fund to include the snow melt pad to resolve this safety risk at the rink, given bids have been received, design has been made, and construction could occur this summer.

Council's Strategic Criteria:

This policy initiative or project addresses/relates to each of these criteria as follows.

A. Public Safety and Community Resilience.

Broadening the City's access to energy sources increases resiliency for the community.

B. Public Engagement which fosters racial and cultural equity, inclusivity, and diversity.

Not applicable.

C. Achieving the City's Environmental Sustainability Goals.

By partnering with the State of Colorado, the City can join the efforts of the Energy Performance Contracting Program, which has saved to date:

- Electricity - 193 million kWh
- Natural gas, propane, heating oil & coal - 10.3 million therms
- Water - 507,560,000 gallons
- Annual utility cost savings - \$34.2 million
- Operations & Maintenance (O&M) cost savings - \$3 million

This initiative will allow the City of further its environmental sustainability goals by reducing energy consumption and lead by example in the community.

Specific to the City of Gunnison, this project will achieve a 20% total reduction and add renewable energy and resiliency to the City of Gunnison energy portfolio with 10% of total electrical load offset by solar.

Action(s) Requested of Council:

While formal action is not requested at this meeting, staff is requesting consensus from the Council on:

- 1) A City facility or facilities to be used as lease collateral, and/or
- 2) \$109,000 to be included in the next additional appropriations ordinance to allow construction of the ice melt system at the ice rink.



MEMORANDUM

TO: City Council
FROM: Caree Musick, Planning Technician
DATE: May 9, 2023
RE: Tacos la Esquena - License Agreement Application

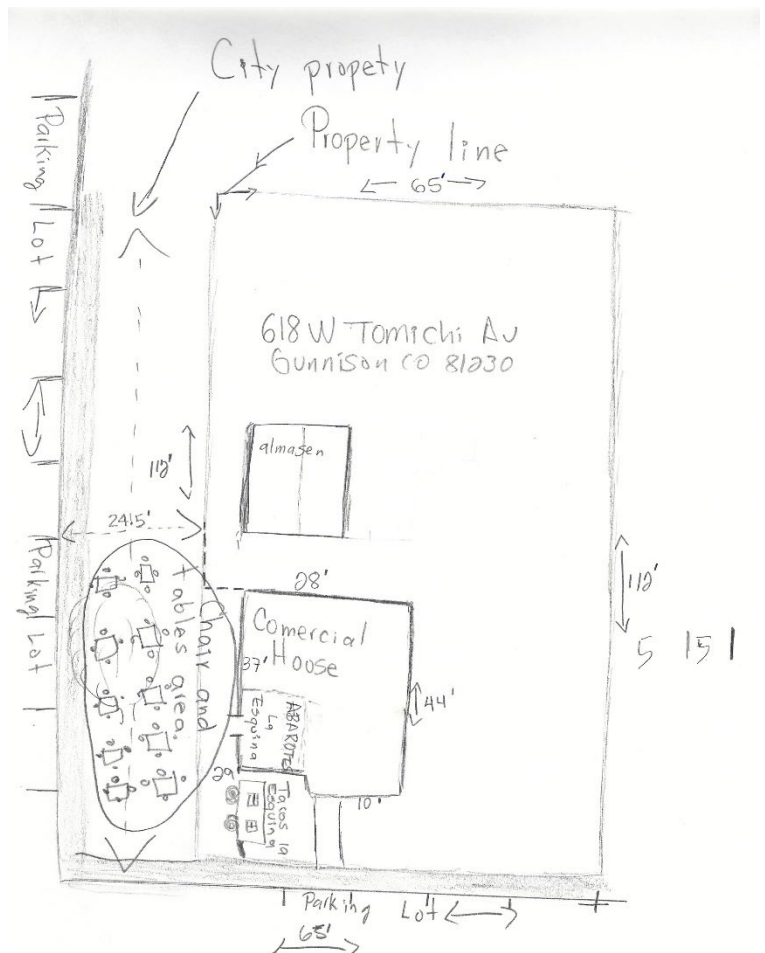
Purpose:

Tacos la Esquena, owned by Silvia Victoria Perez Hernandez, has submitted an application for a License Agreement at 618 West Tomichi Avenue. The request is for café seating that would extend 24 feet into the 12th Street right-of-way.

Background:

Silvia has recently purchased a food truck which she would like to operate at 618 West Tomichi Avenue. She is currently applying for a Conditional Use permit to operate the food truck at this location and would like to have seating available for her customers. Her proposal is to place tables and chairs within a 40-foot long by 24-foot-wide section of 12th Street right-of-way. The *Land Development Code* specifies that if the outdoor seating area is less than 1,000 square feet, that additional parking is not required. The total outdoor seating area is 960 square feet. There is no off-street parking for the temporary commercial activity however the Community Development Director has the authority to waive off-street parking and count on-street parking to meet the needs of the use. She will maintain the area within the 30-foot sight triangle clear from café tables, chairs or other obstacles.

The applicant is not proposing barriers around the café seating which is only a requirement if liquor is sold at the location which it is not.



Having a food truck with café seating at this location enhances the vibrancy of the commercial corridor, provides an additional meeting space for the community, and adds to the activity and walkability of the area.

Council's Strategic Criteria:

This License Agreement Application addresses/relates to the following criteria:

1. *Public Safety and Community Resiliency.*
The proposed café seating increases the vibrancy of the commercial corridor, which was previously strictly residential.
2. *Public Engagement which fosters racial and cultural equity, inclusivity, and diversity.*
Not directly applicable. However, the café seating will provide an area available to the public to gather which enhances the vibrancy of the commercial corridor and the area.
3. *Achieving the City's Environmental Sustainability Goals.*
The taco truck with café seating helps to create a more vibrant public space. Café seating will enhance the activity and walkability of the area. Adding a taco truck with café seating in addition to the existing residential use adds to the commercial corridor.

Recommendations/Attachments:

Staff supports the proposal and believes the taco truck with café seating creates a more vibrant public space along the commercial corridor. Additionally, staff is recommending approval of the Conditional Use permit for the food truck. Please see the enclosed application, proof of ownership and draft License Agreement, that includes site plan of the proposal.

Action requested by Council:

- 1.) Review and approve License Agreement for Tacos la Esquena for café seating.



License Agreement Application

Applicant Information

Applicant Name * Silvia Veronica Perez Hernandez

Business Name Tacos la esquina

Mailing Address * 618 West Tomichi Avenue

Telephone number * 9705965191

Email * agave@gunnison.com

No Email Address? ☐ Click here if you do not have an email address.
(?)

Property Information and Use Request Information

Property Street * [Street name of the property where license is requested.](#)
TOMICHI

Property Address * [Full street address of proeprty where license is requested.](#)
618 W TOMICHI AVE

Use Description * [Please describe in detail how you want to use the public right-of-way.](#)
Tables and chairs in the 12th Street right-of-way for seating to accompany a taco truck.

Uses requested * [Which of the following uses within the public right-of-way are you requesting?](#)

- ☐ Merchandise Display
- ☐ Sandwich Board Sign
- ☐ Permanent Feature
- ☒ Sidewalk Café Seating
- ☐ Other

Insurance * ☒ I understand that all uses within the public right-of-way require the Licensee to provide insurance to the city. A Certificate of Insurance is required indicating the City of Gunnison as an additional insured and shall be provided on or before final execution of the License Agreement.

Upload Insurance Certificate (?)

Required Forms and/or Documentation.

[Please upload or deliver to the Community Development Department. Processing will not begin on this request until all required forms/documentation have been received.](#)

Site Plan * ☒ I understand that a site plan is required and shall be provided before processing of the request.

File Upload [Please attach the required documents or deliver to the Community Development Department.](#)

scan_20230424114242.pdf 325.63KB

Additional Documents ☐ I have additional documents I will deliver to the Community Development Department.

License Agreement Signature and Submittal

Signature *

Silvia Verónica Pérez Hernández

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
 American Family Mutual Insurance Company, S.I. if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Tacos la Esquena

Insured's Name and Address
 Tacos la Esquena
 618 W TOMICHI AVE
 GUNNISON CO 81230

Agent's Name, Address and Phone Number (Agt./Dist.)
 Clarie Broschinsky Agency LLC
 1140 N MAIN ST STE D
 GUNNISON, CO 81230
 (970) 641-3481 (013/307)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
				Statutory *****
Workers Compensation and Employers Liability †				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
				General Aggregate \$ 4,000,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	BP00008660	04/21/2023	04/21/2024	Products - Completed Operations Aggregate \$ 4,000,000
				Personal and Advertising Injury \$ 2,000,000
				Each Occurrence \$ 2,000,000
				Damage to Premises Rented to You \$ 50,000
				Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000
				Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000
				Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000
				Bodily Injury - Each Accident \$,000
				Property Damage \$,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS
 FOOD WAGON

† The individual or partners ☐ Have shown as insured elected to be covered under this policy. ☐ Have not
 †† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

CITY OF GUNNISON
 125 W VIRGINIA AVE
 GUNNISON CO 81230
 (additional insured)

CANCELLATION

☐ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *() days written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.
☒ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED

04/24/2023

AUTHORIZED REPRESENTATIVE

City property

Property line

← 65' →

618 W Tomichi Av
Gunnison CO 81230

almacen

28'

Comercial
House

37'

ABAROTES
Lg
Esquina

Tacos la
Esquina

44'

10'

112'

24.5'

Tables area
Chair and

112'

5 15 1

Parking Lot

Lot

← 65' →

Parking Lot

Parking Lot



Memorandum

To: City Council
From: David Gardner and Mike Rogers
Date: 5/9/2023
Re: Water Treatment Plant and Infrastructure Upgrade Project Update

Purpose:

To update Council on the status of the Water Treatment Plant and Infrastructure Upgrade project. Site maps, and a PowerPoint presentation will be included. Our engineering team will present the PowerPoint presentation and answer any questions.

Background:

Historically, Gunnison had a surface water treatment plant, however it was abandoned in 1966 due to deteriorating filters. Groundwater wells were drilled in the middle of City streets as a temporary solution until a new treatment plant was constructed. Fifty-seven (57) years later, a treatment plant was never constructed. Today the municipal water system consists of nine (9) dilapidated groundwater wells discharging directly into the water distribution system. This is a very antiquated method of treatment and no longer allowed by the State of Colorado. Treatment regulations have evolved and changed since the wells were initially drilled. These wells use a shallow water aquifer susceptible to contamination. And the wells use down well chlorination, a practice no longer allowed by CDPHE with new well installations. And the wells have no treatment capabilities to remove harmful contaminants, should the need arise. Without a centralized treatment plant, each well would have to be converted into a treatment facility. Since most of these wells are in the street, locations of treatment options would be limited and costly.

Given that modern treatment regulations have evolved, the City initiated a Water Master Plan to evaluate our water system and to identify infrastructure improvements needed to meet Colorado Department of Public Health and Environment regulations. The Water Master Plan identified the following improvements as critical: Move away from down well chlorination, construct a centralized Water Treatment Plant at VanTuyl, convert water wells as a raw water source, manifold the existing and new wells to a new plant for treatment, provide distribution upgrades and upgrade our water storage tank system. The location of our existing wells and its potential for contamination were deemed high risks in both the 2021 Water Master Plan and the recently completed 2022 Source Water Protection Plan. The council approved Water Master Plan identified the VanTuyl Ranch as the premier site to locate the new water plant. The City's engineering consultants and staff further evaluated the criteria for final selection at a ranch location.

The following factors have been considered in the site selection:

- Proximity to the City, roads, and its infrastructure.
- Location in relation to the hydraulic grade of the sources.
- Land acquisition if needed.
- Proximity to water right sources (groundwater, surface water, and storage).
- Floodplain location, proximity to utilities required to support the treatment facility.
- Environmental considerations.
- Layout of the transmission line to pump the treated water to the tanks.
- Room for expansion and additions as the city grows. (go from 4 MGD to 6 MGD)
- Community acceptance of new facility buildings and ponds.

Likewise, several site locations were identified for consideration based on the criteria. The following site locations were evaluated:

- VanTuyl Ranch.
- Water Storage Tank Site (above Western).
- Public Works Site.
- Far North of the City. (O'Fallon Point of Diversion)
- Lazy K Property.

Of all the sites evaluated, the VanTuyl Ranch site met all the criteria needs. Originally, the Ranch was purchased in 1993 primarily to protect the alluvial water supply and provide domestic water supply facilities for the City's future as contemplated in its land use. Seventeen (17) years later, the Ranch Management Plan was implemented to provide a means to use the Ranch while protecting the valuable resources of the property. Some of the Ranch's advantages is it has existing multiple surface water and groundwater rights along with storage rights. The water sources are upstream of areas identified by the plans (Water Master Plan and Source Water Protection Plan) as susceptible to possible contamination. The Ranch site will allow the City to best utilize and maximize our diverse pre-compact water rights portfolio. Water source diversification helps remove the risk from one source, or the other being contaminated or unavailable in drought conditions. With a new treatment plant on this site, and if the aquifer is contaminated from a spill, then the river water would likely pass that contamination quickly. If there is a fire upstream of the river intake, the groundwater sources would use the natural filtration of the soil and remove most of the silt and debris before the water is treated. The new plant becomes an insurance policy for the community ensuring Gunnison's residents will have safe and reliable water readily available now and well into the future.

Understanding that the Ranch is an important part of Gunnison's history and a cornerstone of the community, great consideration will be made to preserve the active cattle ranch and its agricultural, recreational, and community open space uses. The city tasked its engineers and architects to provide a unique treatment design that will minimize building size and scale, while maximizing municipal water quality, diversity, and resiliency without impacting recreational or agricultural uses. The future design will include an advanced water treatment plant facility, underground infiltration gallery pumping

station, and three new high producing groundwater wells located on the Ranch. The building and structures will be designed to match the style and character of the existing land use for the ranch headquarters and vistas. A future reservoir is also being designed to store water for emergency situations. The reservoir will be available to the public for summer and winter recreation as an added recreational amenity.

Council's Strategic Criteria:

A. Public safety & Community Resiliency:

Water is the lifeblood of a community. It is essential that quality water from resilient sources be planned for and provided to carry this community forward.

B. Public engagement which fosters racial and cultural equity, inclusivity, and diversity:

This is a public project and community input is valued. Staff is working on updating the City website to host project info like: FAQ, articles, maps, Architectural renderings, etc.

C. Achieving the City's environmental sustainability goals:

Providing a diversified and abundant supply of clean and safe drinking water that meets the environmental standards of EPA and CDPHE meets the City's environmental sustainability goals set forth in the Strategic Plan.

Requested Action:

Discussion only. No action is requested at this time.

Attachment 1 - PowerPoint Presentation

Attachment 2 - Site maps



WATER SYSTEM IMPROVEMENTS PROJECT OVERVIEW & VANTUYL RANCH

May 09, 2023





TEAM INTRODUCTION

CITY OF GUNNISON PUBLIC WORKS:

- David Gardner, PE, Public Works Director
- Michael Rogers, Water & Wastewater Superintendent
- Cody Tusing PE, City Engineer

JVA, INC.



Kevin Tone, PE, LEED AP
President



Josh McGibbon, PE
Vice President

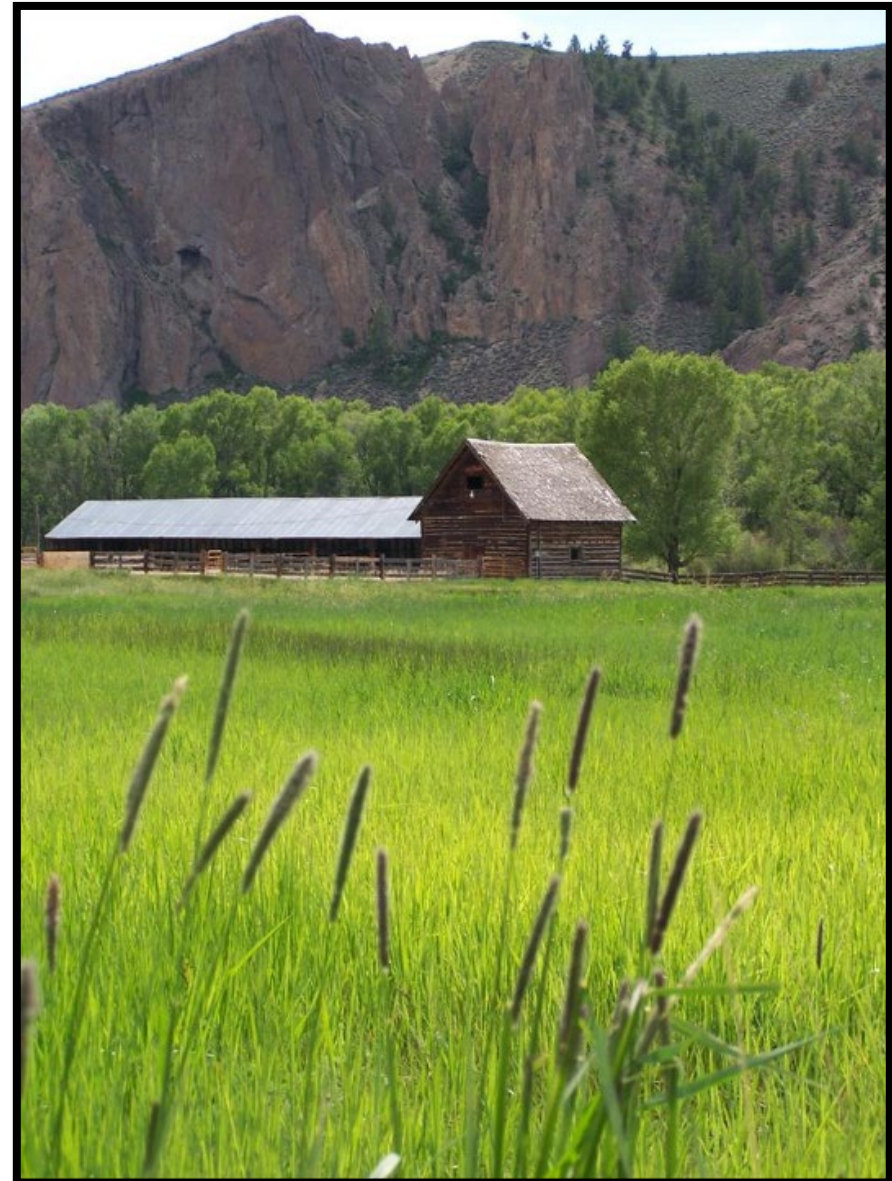


Mandy Rasmussen, PE
Senior Project Manager



OVERVIEW

- History of Water in Gunnison
- Current Treatment (Disinfection Only)
- Identified Project Scope
- Site Selection within VanTuyl Ranch
- History of VanTuyl Ranch
- Compatibility with Existing Land Use
- Next Steps

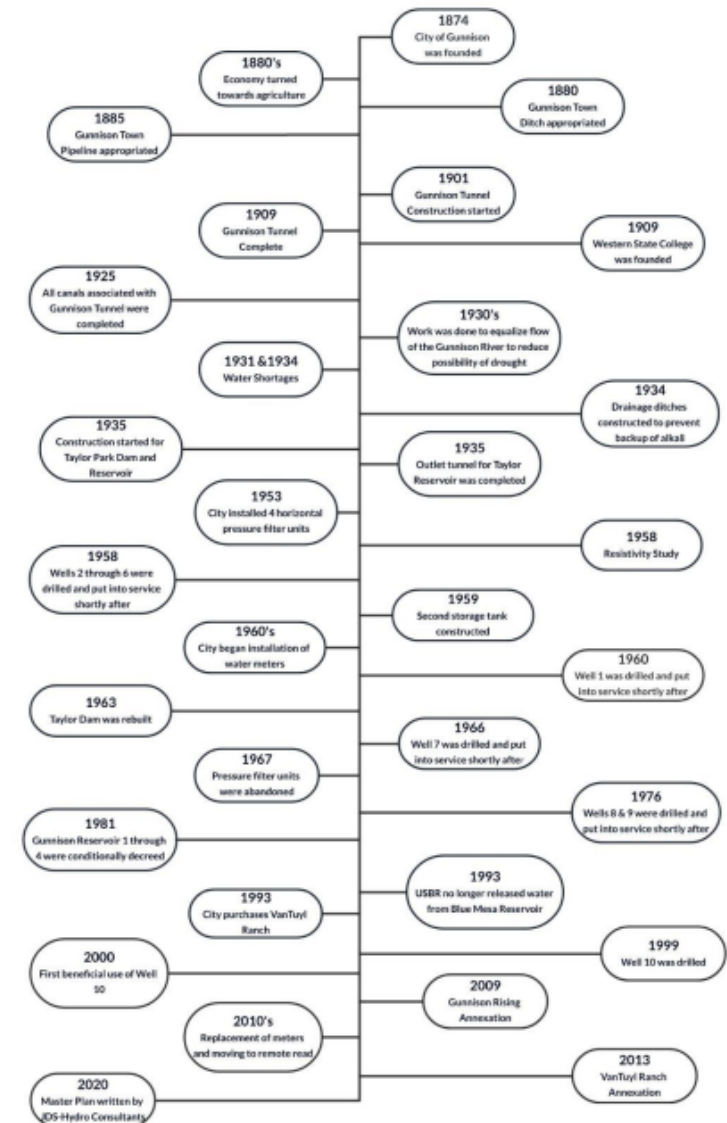




GUNNISON'S WATER HISTORY

- 1874 - Gunnison Founded
- 1883 - Town Pipeline Appropriated at 15 c.f.s.
- 1931 - Water Shortages
- 1934 - Water Shortages
- 1935 - Taylor Park Dam and Reservoir Built
- 1953 - City Water Treatment Plant Filter Upgrade
- 1958 - Wells 2, 3, 4, 5 & 6 Drilled
- 1960 - Well 1 Drilled
- 1966 - Well 7 Drilled
- 1967 - Water Treatment Plant Abandoned
- 1976 - Wells 8 & 9 Drilled
- 1993 - City Purchased VanTuyl Ranch for Water
- 1999 - Well 10 Drilled
- 2021 - Water Master Plan

GUNNISON WATER TIMELINE



GUNNISON'S CURRENT WATER TREATMENT

- Nine (9)Potable Water Wells (post 1922 compact. (1940 - 1981)
- Located in the Middle of Streets and by Schools. (Traffic Hazard/Undesirable)
- Chlorine Gas used for Disinfection.
- Down Well Chlorination (grandfathered in by CDPHE). Method no longer allowed.
- Risk of Contamination High – Shallow Aquifer underneath City.
- Risk of Chlorine Gas Release in town.
- No Additional Treatment Capabilities or Additional Water Sources since Gunnison has no treatment capabilities, only disinfection.





REASONS FOR VANTUYL RANCH AQUISITION PURCHASED IN 1992

- Identified need to protect alluvial water aquifer – City’s domestic water supply and preservation of the aquifer.
- To provides for future development of municipal water wells and delivery system (pumps, and piping to town) to supply increased water demands as City buildout occurs.
- To protect the City’s water source by restricting residential and commercial developments in this area.
- Utilize irrigation (Wilson, Piloni, Whipp, O’Fallon) to continue the City’s beneficial uses of existing and future water rights.
- Future water storage. (450 ac-feet decreed)

“The City’s motivation for the acquisition was to prevent the property from being developed for residential or commercial use because it is the aquifer recharge area for the City’s domestic water source.”

*-VTR Annexation Petition,
2012*



APPLICABLE PLANNING EFFORTS TO DATE

- 2010 VANTUYL RANCH MANAGEMENT PLAN
- 2012 VANTUYL RANCH ANNEXATION – PUD ZONING AND STANDARDS
- 2021 GUNNISON WATER MASTER PLAN
- 2022 SOURCE WATER PROTECTION PLAN



2010 VANTUYL RANCH MANAGEMENT PLAN

To Develop and Identified Land Uses:

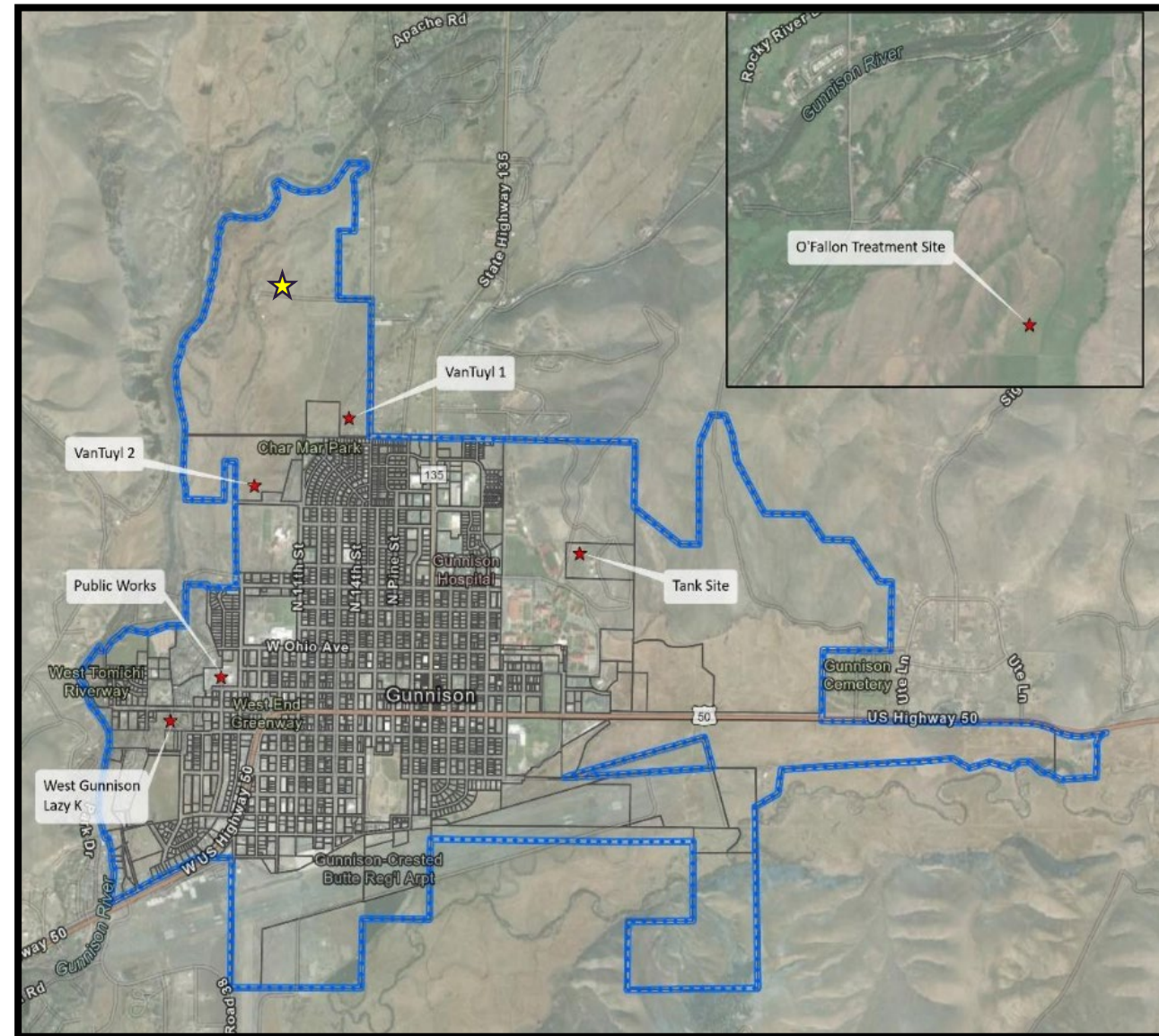
- Provide protection of surface and groundwater resources
- City's Well system for supply of water
- Provide for Habitat Protection
- Passive Recreational Activity (Trails)
- Allow Agriculture – Irrigation - Grazing
- Will allow FFA or 4-H community organizations
- Snow Storage was identified
- States: *"future domestic water supply facilities are also contemplated in this land use"*

Management Plan Overall
Goal: Develop a plan to manage competing priorities and best utilize the property, while also preserving the land for passive recreational use, sustainable agricultural production, protecting wildlife habitat and the City's aquifer and recharge area.

SITE SELECTION

Previously Identified Sites:

- Water Storage Tank Site
- Public Works Facility at W Virginia
- West Gunnison Lazy K
- Far North by O'Fallon Ditch
- VanTuyl Ranch
 - Site 1- Snow Yard
 - Site 2- Educational, Floodplain, Raptor Nesting Buffer, Proximity to School and Library
- Ranch Headquarters was selected (meets all criteria i.e.: water source, piping, city electric, proximity to storage, city water main connection)



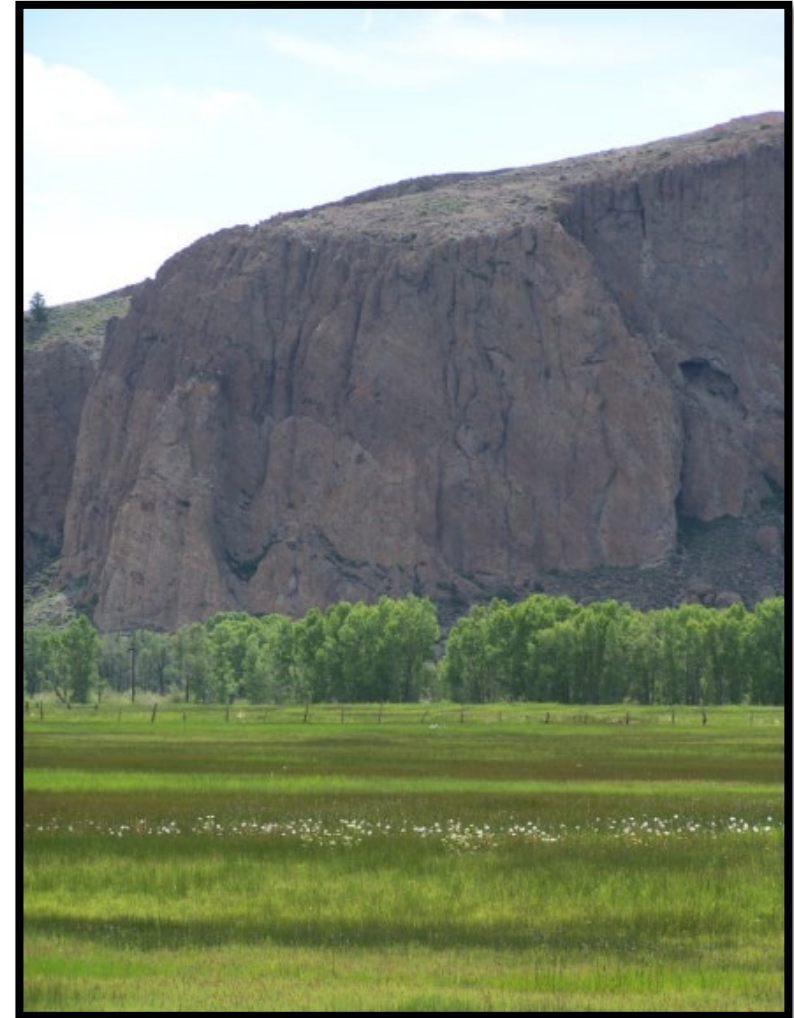
WATER SYSTEM IMPROVEMENTS PROJECT:

Proposed Improvements:

- Water Treatment Plant (City does not have a WTP)
- Infiltration Gallery and Pump Station (Town Pipeline)
- Groundwater Well Manifold (Wells 7, 9, 10)
- Construction of Wells 11-13 located on the Ranch
- Buried Pipelines and Dry Utilities
- Future Raw Water Reservoir (up to 450 ac-feet)
- Water Shop Building (Plant support)
- Ground Mounted Solar Array: Removed from consideration due to Public comment

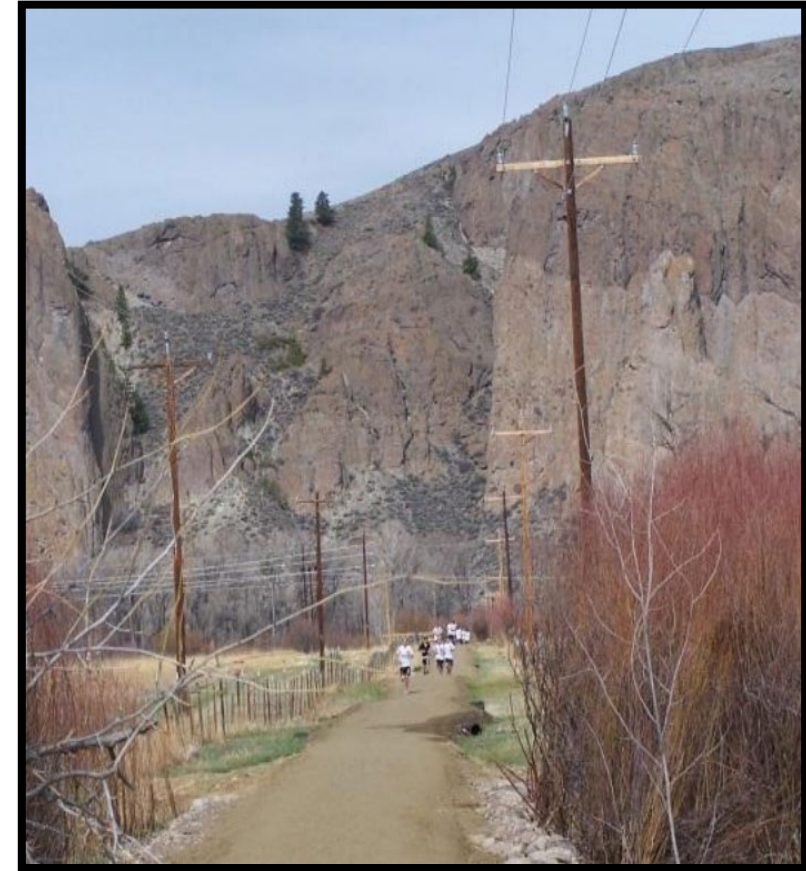
Possible Site Improvements:

- Trail improvements and trail access to Reservoir
- Public facilities (bathrooms, recreation area, pavilion)

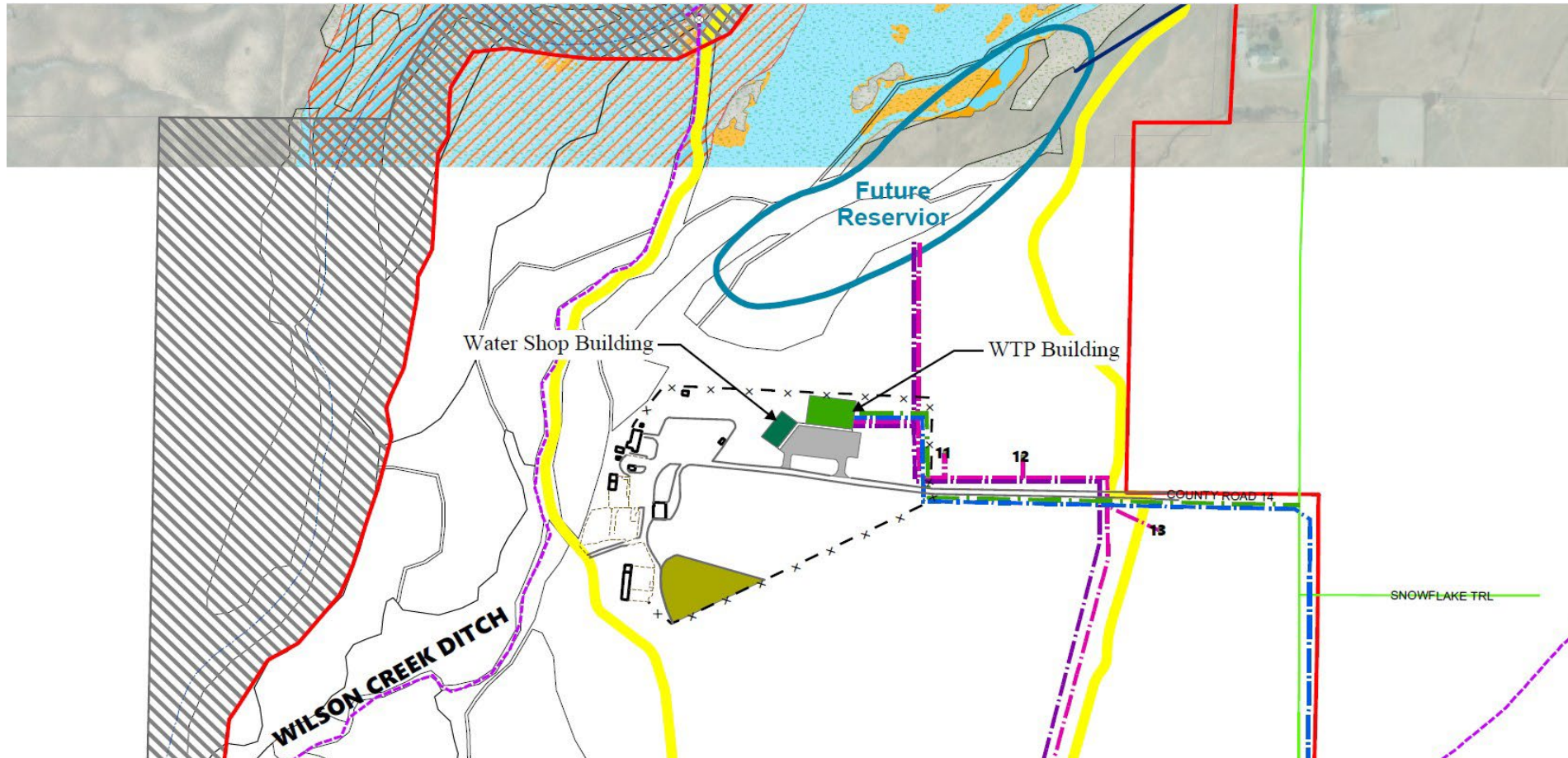


PROJECT CONSIDERATIONS

- Coexist with surrounding environment and existing habitat management plan
- Preserve active cattle ranch and agricultural use
- Enhancing, not restricting, recreation opportunities
- Maintain all existing access, trail use, access to natural environment
- Enhance City's Long Term Domestic Water Supply, Storage, and Protection



PRELIMINARY SITE PLAN



REVISION DESCRIPTION			
NO.	DATE	DESIGNED BY	DESCRIPTION

DESIGNED BY: DAD
DRAWN BY: DAD
CHECKED BY: KAT
JOB #: 1189a
DATE: 05/01/2023
© JVA, INC.

WATER TREATMENT PLANT
FACILITIES IMPROVEMENTS
GUNNISON, COLORADO

PRELIMINARY SITE PLAN



NO.	DATE	DESIGNED	DRAWN	DESCRIPTION

DESIGNED BY:	DAD
DRAWN BY:	DAD
CHECKED BY:	KAT
JOB #:	11596
DATE:	05/01/2023
© JVA, INC.	

**WATER TREATMENT PLANT
FACILITIES IMPROVEMENTS
GUNNISON, COLORADO**

PRELIMINARY SITE PLAN



N:\Users\jva\Documents\11596\11596.dwg - Project: Site Plan - 05/01/2023 - 4:27 PM, DAD

TRADITIONAL VERSUS RANCH STYLE ARCHITECTURE

CONSIDER TREATMENT METHODS THAT CAN REDUCE BUILDING HEIGHT AND SIZE

CONSIDER ARCHITECTURAL STYLE THAT BLENDS IN WITH EXISTING LAND USE

(TRADITIONAL EXAMPLE)



(CONCEPTUAL EXAMPLE)





View from the South Trail looking North towards site (1,900 feet from trail)





View of the Site by Trail Bathrooms Co Rd 14 (1,220 feet from trail)





View of Site from Slaughterhouse Rd - County Rd 14 (1,850 feet from intersection)





ANTICIPATED GRANTS

Funding Source	Amount
DOLA	\$1,000,000
BIL- Debt Principal Forgiveness (up to \$5m)	\$5,000,000
Congressionally Directed Spending (FY24)	\$1,400,000
Community Project Funding (FY24)	\$3,000,000
CO Water Conservation Board CWCB (Raw Water)	\$1,500,000
SRF D&E Grant via State of Colorado	\$ 300,000
ARPA Funds (possible redirect from sewer fund) (FY24)	\$1,250,000
SRF PNA Grant	\$ 10,000
Grant Potential	<u>\$13,460,000</u>



CONCERNS IF NOT DONE

- Potentially harmful contaminants cannot be removed, such as PFAS, metals or other harmful matter.
- Existing wells are post compact rights, susceptible to calls. (1940 to 1981)
- The hazards of well locations in streets and near schools with chlorine gas.
- Additional wells will not be allowed per CDPHE. (Raw Water Only)
- Although our wells are grandfathered, CDPHE could require costly additional treatment upgrades per well.
- Unfortunately, the Town of Ouray recently was placed on 18-month state notification to install a new \$12 million water plant with \$1,500/day fines imposed by CDPHE if not done. We want to avoid this action.





SUMMARY ITEMS TO CONSIDER

- VanTuyl Ranch purchased solely for water
- Ranch provides water reliability with diversification
- Provides modern treatment
- Greatly reduces risk of contamination of water
- Utilizes pre-compact town pipeline rights
- Removes threat of chlorine spills from schools and high-density/populated areas
- Maximizes beneficial use of water rights
- Provided needed water storage (recreational lake)
- Avoids potential CDPHE compliance mandate
- Takes advantage of new federal \$\$ now vs. later
- Merge with other recreational amenities





NEXT STEPS

- Complete Preliminary Design Report
- Update VanTuyl Ranch Management Plan
- PUD Amendment via Planning and Zoning public hearings
- Project Design & Route Location
- Environmental Impact Study
- Determine Costs and Procure Funding
- Select CMAR for Construction
- Enjoy Years of Safe Drinking Water



KEY DATES

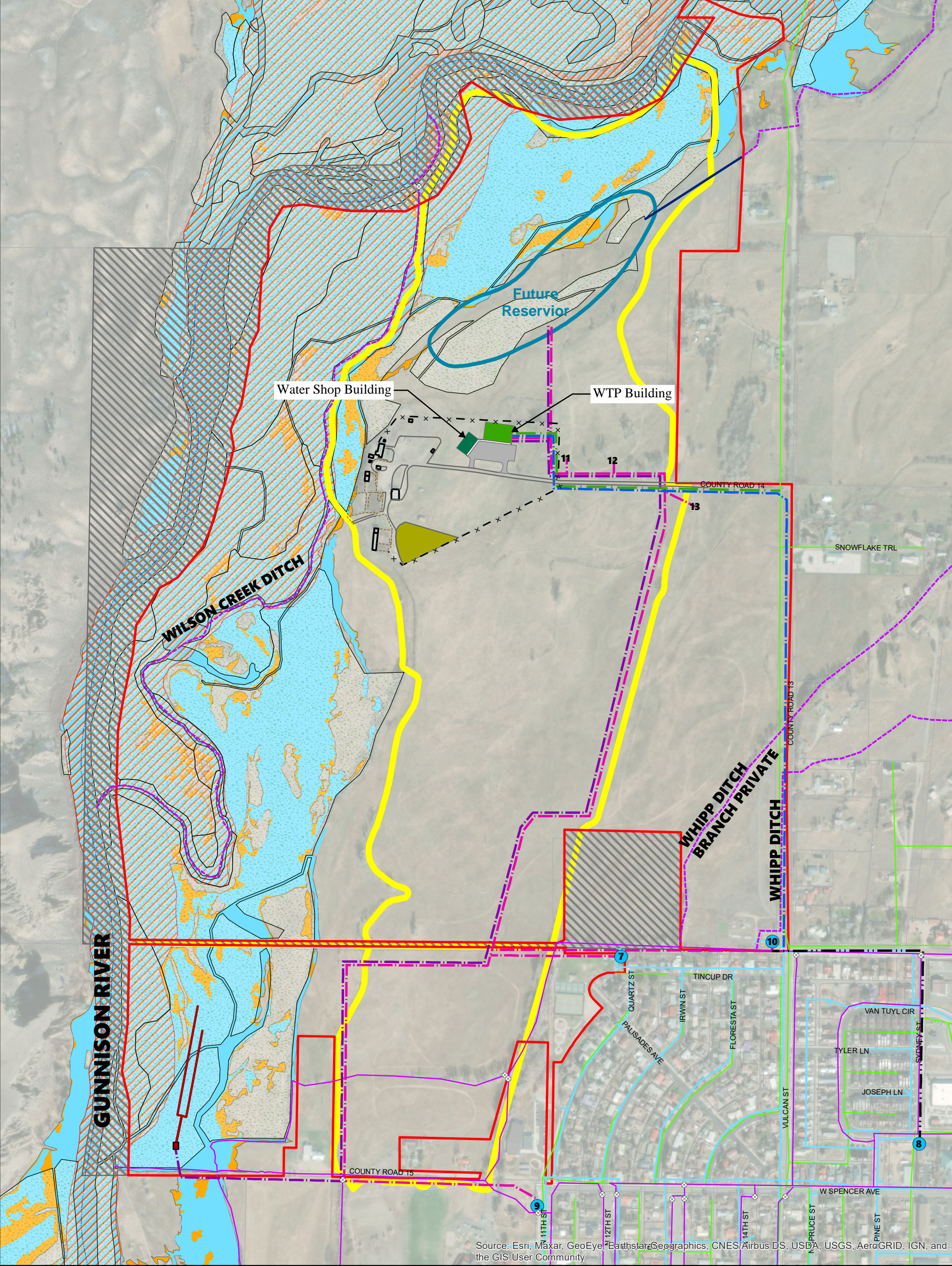
- May 9 – Council update on Project
- June 14 – PUD public hearing with Planning & Zoning Commission
- July 11 – PUD Amendment Public Hearing with Council possible 1st reading of ordinance
- July 11 - VanTuyl Management Plan update and Potential Approval by Council
- July 25 – City Council meeting 2nd reading of PUD amendment





QUESTIONS?

THANK YOU!



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- | | | |
|----------------------------|-----------------------------|------------------------------|
| ⊗ Headgates | Van Tuyl Loop Trail | Raw Water Pump Station |
| Splitter Box | CO_Riparian | WTP Building |
| Wells | GunnisonFloodway | Water Shop Building |
| Tanks | Floodplain 100yr | Sidewalk |
| City Irrigation Ditch | Floodplain 500yr | Gravel Access |
| Ditch | Parcel | Ranch Headquarters Building |
| Potable Water Pipes | Infiltration Gallery | Storage Area |
| Sanitary Pipes | Reservoir Fill Pipe | Future Well House |
| Streamline | Sewer Pipe | Future Reservoir |
| Van Tuyl and Tank Property | Finished Water Pipe | Ranch Headquarters Fenceline |
| Parks & Wildlife Property | IG Transmission (6 MGD) | Fence |
| | Well Transmission (6 MGD) | Edge of Road |
| | Well Transmission to Well 8 | |

FIGURE 3. INFILTRATION GALLERY AND WTP SITE MAP - TRANSMISSION AND DISTRIBUTION IMPROVEMENTS

CITY OF GUNNISON
WTP AND INFRASTRUCTURE IMPROVEMENTS PROJECT
JVA JOB NO. 1199e
MAY 2023

0 250 500 1,000 FEET
1 INCH = 500 FEET



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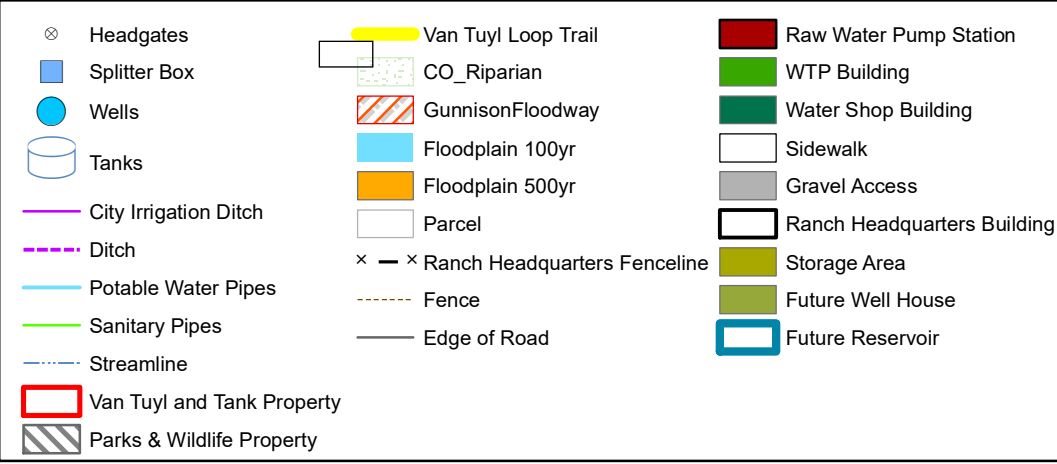
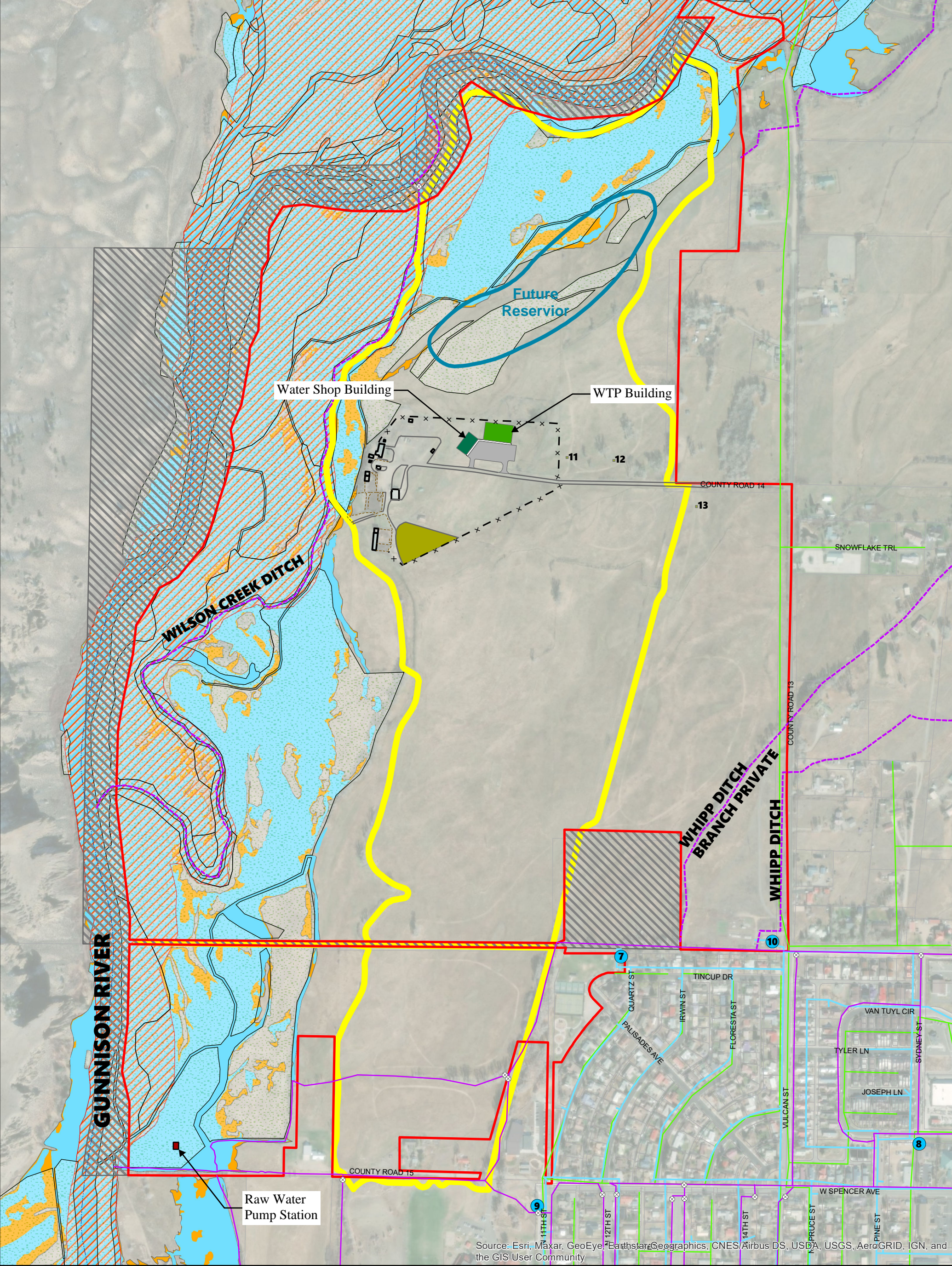


FIGURE 3. INFILTRATION GALLERY AND WTP SITE MAP

CITY OF GUNNISON
WTP AND INFRASTRUCTURE IMPROVEMENTS PROJECT
JVA JOB NO. 1199e
MAY 2023

0 250 500 1,000
FEET

1 INCH = 500 FEET

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CONSULTING ENGINEERS

From: [Diego Plata](#)
To: [Boe Freeburn](#); [Erica Boucher](#)
Cc: [Kathleen Fogo](#); [Ben Cowan](#); [Council](#)
Subject: RE: VanTuyl Plans?
Date: Monday, April 3, 2023 8:17:04 PM

Hey Boe, appreciate you sharing out. I too received this message from Donald. Do reply individually if you'd like, but just a reminder that we are not able to discuss the matter via email with the group.

Erica, please see note below from Donald to be added to the public record.

See you all tomorrow!

-Diego

From: Boe Freeburn <BFreeburn@gunnisonco.gov>
Sent: Monday, April 3, 2023 8:10 PM
To: Diego Plata <DPlata@gunnisonco.gov>; Mallory Logan <MLogan@gunnisonco.gov>; Jim Gelwicks <JGelwicks@gunnisonco.gov>; Jim Miles <JMiles@gunnisonco.gov>; Ben Cowan <BCowan@gunnisonco.gov>
Subject: FW: VanTuyl Plans?

All,

I received this message from Aaron Drendel (wanted to share with you all). He has some legitimate questions and concerns. Should the attached Van Tuyl Ranch Development Standards and Zoning be reviewed?

Thanks,
Boe

From: Aaron Drendel <[REDACTED]>
Sent: Sunday, April 2, 2023 8:54 AM
To: Boe Freeburn <BFreeburn@gunnisonco.gov>
Subject: Fwd: VanTuyl Plans?

Dear Boe:

I read the recent article in the paper regarding the public works director's plan to develop a surface water treatment plant, solar array, and reservoir on VanTuyl Ranch. I want to bring your attention to the purpose and management standards for the Ranch (attached). Until now, the City has done a good job implementing the plan.

The primary purpose of the ranch is to provide filtered aquifer recharge to the City's well system, not divert and treat surface water while replacing pastures with solar panels. Standards for recreation, open space, and agriculture are also described in the Ranch's management plan. The public works director and Councilmember Gelwicks described a completely different vision of this area to the Gunnison Times, and I am really curious about a lot of things mentioned. My biggest question is why, but I have so many more that follow.

People I've talked to about this are surprised and disappointed, and I would like to find out more. Is this being directed by the City Council? How far along are the plans? Will the City Council be re-zoning the VanTuyl Ranch and creating a new purpose and management plan for the ranch? Will the City be proposing a tax increase to fund this? When can the public hear about this in more detail?

Please let me know. I look forward to the City's engagement with its citizens in preserving this ecological cornerstone of Gunnison.

Regards,

Aaron Drendel

Cassie Mason

From: Mallory Logan
Sent: Thursday, May 4, 2023 3:33 PM
To: Erica Boucher
Subject: Fw: water treatment plant

Hi Erica,

See email below for public record. Thank you!

Mallory

From: Mitchell Goeman [REDACTED]
Sent: Thursday, May 4, 2023 9:09 AM
To: Mallory Logan <MLogan@gunnisonco.gov>
Subject: water treatment plant

[External email source] Use caution!

Hello Mallory

Clean drinking water is the most precious resource on planet Earth. Human beings can not live a healthy life without clean drinking water. Please approve Gunnison's new water treatment plant.

Thank you

Mitchell Goeman

[REDACTED]

Gunnison



To: City Council
From: City Clerk Erica Boucher
Date: May 9, 2023
RE: Consent Agenda

Background:

The Regular Session agenda contains a Consent Agenda. This type of agenda item allows City Council to approve, by a single motion, second and vote, matters that have already been discussed by the entire Council or matters that are considered routine or non-controversial. A Consent Agenda allows for the meeting to proceed in a more efficient and timely manner. The agenda items will not be separately discussed unless a Councilor, City Staff, or a member of the public requests an item be removed and discussed separately. Items removed from the Consent Agenda will then be considered after consideration of the consent agenda.

When a motion is made to approve the Consent Agenda, the Councilor making the motion should, for the record, include the list of the Consent Agenda items being considered in the vote. Please let me know if you have any questions regarding the Consent Agenda process.

Action Requested of Council: A motion, second and vote to approve the Consent Agenda as presented with the following items:

- Approval of the April 25, 2023, Special Session Meeting minutes.
- Excuse Councilor Miles from the April 25, 2023, Regular Session meeting.
- Excuse Councilor Freeburn from the April 25, 2023 Regular Session meeting.

April 25, 2023

**REGULAR SESSION
GUNNISON CITY COUNCIL**

5:30 P.M.

The Gunnison City Council Regular Session meeting was called to order on Tuesday, April 25, 2023, at 5:31 p.m. by Mayor Diego Plata in Council Chambers, located at 201 W. Virginia Avenue in Gunnison, Colorado. The Regular Session was also broadcast for remote attendance. Present in Council Chambers were Mayor Plata, Mayor Pro Tem Logan, Councilor Gelwicks, City Attorney Fogo, Acting City Manager/Finance Director Cowan, Deputy City Clerk Cassie Mason, and Western Liaison KC Wenzel. Also present were Public Works Director Gardner, Parks and Recreation Director Vollendorf, City Engineer Cody Tusing, Streets Superintendent Jason Kibler, GIS and Engineering Technician Lisa Starkebaum, and Planning Technician Caree Musick. Members of the public attended in-person and online. The press was present. A Council quorum was present.

Public Input.

Joe Dix, 312 N. Colorado Street, commended the City on their choice of Amanda Wilson for the new City Manager and for not recommending the rec center grounds for the transportation center. He thanked the City staff that presented at the public input session related to the road and recreation funding issues on April 24, 2024, and found it to be informative. He indicated his support of a sales tax to pay for streets maintenance and felt that the approach redistributing the Parks and Recreation tax is “robbing Peter to pay Paul.” Parks & Rec is popular and well-used, and its mission is not to fund streets. He fears that directing planners to move money around is a bit of a cop out, and that visitors should pay their fair share. He shared that a 0.5% or 0.6% tax increase, which only lost by 141 votes, is something that informed citizens would vote for if they thought or knew that their streets were going to become dirt. Mr. Dix reminded Council that he had, at a previous meeting, presented Council with a question about diagonal crossings at Wisconsin and Virginia and perhaps Wisconsin and Georgia. One question is whether there has to be stop lights so that all the traffic stops whenever people are in the crosswalk, whether it be diagonal or corner to corner. That's not, as far as he can tell, a requirement. He talked to Cody Tusing about getting more information about traffic patterns and use, and he would like to understand how the City will evaluate his question and get back to him.

Mayor Plata clarified that no decision has been made on the RTA proposal.

Mayor Plata called for other public input. There were no additional public comments in-person or online.

Council Action Items.

Employment Agreement for New City manager. Diego Plata welcomed Amanda Wilson, who was in attendance via Zoom. Amanda Wilson noted that she wholeheartedly believes in the vision that Council has established for the City of Gunnison and she is committed to helping achieve those collective priorities through meaningful collaboration that includes our citizens, the business community, the students and faculty at Western Colorado University, the County, and so many other important stakeholders. She stated that she is very grateful for the opportunity to serve with the professional staff that work for the City of Gunnison. Finally, she noted that she and her husband are very excited to call Gunnison home, hopefully for a very long time, and that she is ready to get to work. Mayor Plata thanked Ben Cowan for acting as City Manager. Councilor Gelwicks made a motion to appoint Amanda Wilson as City Manager effective June 26, 2023, and that signatures be authorized on the contract as presented. Councilor Logan seconded.

Roll call, yes: Plata, Logan, and Gelwicks. So carried.

Roll call, no: None.

Appointment of Ben Cowan as City Manager until June 25, 2023. City Attorney Fogo explained that Cowan would be the City Manager, but for a very short period of time, because the charter requires that a manager be appointed within 180 days after a vacancy exists, which will be April 29, 2023. Councilor Logan moved and Councilor Gelwicks seconded the motion to hire Ben Cowan as City Manager effective April 29, 2023, through June 25, 2023, with the same terms as the existing personnel action form.

Roll call, yes: Logan, Gelwicks, and Plata. So carried.

Roll call, no: None.

License Agreement with Bluebird Realty. Planning Technician Caree Musick gave an overview of the license agreement submitted by NJB RE LLC, dba Bluebird Read Estate, for 218 North Main Street. The applicant would like to construct an awning positioned along the building face. The corbel structure starts at the building face at six feet two inches above the sidewalk. Of note, City regulations say that the awning should be seven feet over the sidewalk. Jennifer Barvitski, representing the applicant, explained that the reason that it is lower than seven feet is because there is a detail where the brick is inset, and to avoid any water problems, they need to drop the canopy below the brick detail. She explained that the awning height wouldn't pose an issue unless a very tall person was walking right up against the wall, and that Building Official Jansen supported the application. Councilor Logan moved and Council Gelwicks seconded the motion to approve the license Agreement for Bluebird Real Estate.

Roll call, yes: Gelwicks, Plata, and Logan. So carried.

Roll call, no: None.

RTA Transit Center Proposal Discussion. City Attorney Kathy Fogo stepped down for the RTA discussion since she also represents the RTA. City Manager Ben Cowan explained that Council received a proposal from the RTA on April 11, 2023, requesting to utilize the city's property located at the Gunnison Community Center for the purpose of establishing a transit center. At the direction of Council, staff conducted research on the impacts of the proposal. The City received over one hundred and thirty written comments from the public on the proposal almost entirely opposing the proposal. Concerns included safety, loss of greenspace, traffic, congestion, air pollution, lack of space for outdoor activities in proximity to the Rec center building, other locations more suitable for a transit center, concern about increased crime, and issues about conveying the land without a vote of people. The recommendation of City staff is not to accept the proposals at that location. Cowan explained that the transit center is not a permitted use at that location, and making that type of change is typically the result of resounding public support or clear direction from the Council. Cowan also gave an overview of operational impacts, including relocation of a youth soccer. At Council's direction, staff could work with the RTA to find a more suitable location, either within the industrial zones or as a conditional use in the commercial zone districts.

The Mayor asked for public comments.

Finn Zeilman, 299 Cactus Hill Drive, indicated that he does not want the building to go there. He likes playing in the open field and goes there five days a week. The grass probably took a long time to make, and he would not like the noise.

Bill Nesbitt, 512 N Colorado, provided Council with a petition with 532 signatures opposing the proposed RTA site. He referenced City Charter Section 11.2 Restriction on Sales of Land and Water and municipal zoning regulations. The impact on neighborhood safety, health and welfare due to increased traffic from a transit center could be dangerous to children and senior citizens, who already have parking problems at various times. He referred to City of Gunnison Resolution 4, Series 2007, Resolution 13, Series 2007, Ordinance 7, Series 2007, and Ordinance 9, Series 2007, which is the authorization of the City's sales and use tax revenue bonds and pledging of those revenues in the Park and Recreation Fund. Nesbitt suggested that conveyance of the property through a lease would be in violation of the indenture.

Next, Nesbitt read aloud a letter from Zebulon Smith of 910 Sunny Slope Drive, in opposition to the RTA's proposal. Mr. Smith moved to Gunnison from Durango, where a transit center was built in 2008, which has become a congregation point for panhandlers, the homeless, and drugs. He recounted an incident when four transients surrounded his car and asked for a crack pipe and money. The letter indicated concern for pedestrian safety, neighborhood security, future expansion of the Rec Center, and drops in property values for surrounding neighborhoods.

Heather Zeilman, 399 Cactus Hill Drive, introduced herself as Finn's mom. Finn is a third generation local. Zelman recommended that, moving forward, community stakeholders be included as part of a task force. One RTA metric is being close to workforce housing, so making sure that there is workforce representation and representation from the Rec District. She recommended taking another look at the RTA matrix to see if some of the 'nos' that excluded other sites could potentially be turned into 'yeses'. Also, see if there are some other options that weren't a part of that matrix that might prove to be better locations. In terms of the \$130,000 that was

offered to the school district, it seems that wherever the transit center location goes, that funding should support that location. If Council moves forward with the existing RTA proposal, that funding should go to the community center to support what they need.

Laurie Gery, 314 N. Iowa, spoke of the importance of a transit center, and encouraged Council to consider the New York and Pine Street location and also the former Dollar Store.

Joe Dix, 312 N. Colorado Street, echoed Laurie Gery's comments and categorically supports a transit center. He uses the bus service to Denver and likes the idea of a Bustang service to Montrose.

Donita Bishop, 110 Mountaineer Drive, mother of a 7-year-old, does not oppose an RTA Transit Center, but is against the proposed location. She indicated a potential location next to Safeway. She said that turning grass into asphalt is not a great idea, and she hopes that the RTA will find a spot that is more suitable.

Hearing no additional public comments, Mayor Plata called for Council deliberation. Councilor Gelwicks stated that perhaps the RTA had missed some community needs in choosing its preferred location. Public input is important. He doesn't see any way that the Rec Center will work. Gelwicks noted that the RTA intends to continue circulating buses throughout the City, so they could locate dispatching services anywhere along that route or a modified route. Bustang regional service is important and should be prioritized in the RTA's site choice. Considering that Montrose may be added to the Bustang service, a rider might just pass through the community. There has been a great deal of concern that riders might want to go shopping, but he doubts that people want to lug their luggage to a store. He indicated that Western students have expressed interest in using a Montrose bus service to get out of town for the day. There needs to be a spot where Bustangs can meet, and a transit center is the best option for that. It also is possible that people could ride from Montrose, Fairplay, or Salida to use the Gunnison airport. If a bus were unable to make it over Monarch or Cerro, riders might possibly need space to wait or stay overnight. The location will need a significant number of parking spaces and accommodate long-term parking. Gelwicks encourages the RTA to not choose a site that is heavily occupied by young people. Gelwicks has no intention of saying yes to the RTA proposal to locate the transit center at the City's Rec Center property.

Councilor Logan indicated her appreciation for the public input. She stated that, without public support, there is no reason to make that heavy lift on the staff and city-side to make this happen. Logan indicated that a transit center will be crucial in the future, especially as our population grows, and she noted that the City values its community members who can't move around as easily – who can't drive and need to get to medical appointments in other communities. She hopes the City can work with the RTA to find a suitable location.

Mayor Plata noted for the record that Councilors Miles and Freeburn, who serve on the RTA board, could not be at the meeting for personal reasons.

Western Liaison KC Wenzel indicated that students are in support of a transit center, but are not picky about the location.

Mayor Plata indicated that when he first heard about the transit center, he envisioned a small lobby with a couple of bathroom - a warm space to find shelter when waiting for the bus. He did not foresee such a big proposal. At the April 11, 2023, meeting, Council heard the proposal by the RTA. There was never a decision made nor any immediate thoughts requested on whether to move forward. Council opened it up to the public and has learned a lot. As a user of the existing bus stop at Spencer, Plata initially saw the sense in putting a bus in that area. But after considering all input, he understands the implications better now. He hopes to move an RTA station forward, but not at the Rec Center. He noted that transients are people too. There could be possible challenges, but also non-challenges that come with transient populations, including economic development. He likes the notion of a stakeholder group and more public input, but thinks the RTA needs to "drive the bus" a little more pertaining to the public input and messaging.

Linda Pitt of Almont stated that her concern was that there was so little notice to the public about the proposal. It wasn't in the papers, you heard through word of mouth. She had a lot of people

signing petitions up in Crested Butte - they thought it was a little shelter. They never realized it was a 2,000 square foot building. That was a big concern. Pitt thinks that Council needs to be more public about some of these situations that are affecting our citizens.

Mayor Plata clarified that the City Council had only been asked to consider the proposal with the details on the location and size of the building envelope at their last April meeting. The information was available through RTA's meetings and meeting minutes, but for the City Council, April 11th was their first real look.

Audience members asked about the status and availability of the former Dollar Store building. City Manager Cowan indicated that the City cannot speak to the willingness of an owner to sell parcel. He stated that there is clear direction from the Council to work with the RTA to find a suitable location, and that is certainly one that could be looked into. The Dollar Store is owned by the Hospital. There may be a conversation about the site, but the City can't tell the hospital to sell their property.

An audience member who did not introduce herself asked if the City gets sales tax revenue from a bus station because her opinion is that Highway 50 and 135 should be for businesses that generate revenue for the City, not something like a hospital office building or a storage building.

The Mayor indicated the City doesn't own that building, and can't speak to the owner's desires on what to do with such a building. He stated that something like a lobby with two bathrooms probably wouldn't generate a great deal of sales revenue.

Cowan stated that studies indicate that 35% of our sales tax is generated from visitors originating from greater than 100 miles outside the city of Gunnison. Assuredly some visitors would be arriving via bus and would spend money in the community. Mayor Plata observed that a key criteria on the RTA's matrix is proximity to stores. There wouldn't be direct sales tax dollars necessarily, but the notion of transit users grabbing lunch or coffee would generate tax dollars.

Mark Anderson, attending via Zoom, indicated that he is in support of a transit station. He is not in support of it being located on Colorado Street for various reasons. He asked why the bus doesn't serve the airport, and he noted that the City is trying to expand toward Gunnison Rising, which is close to hotels and fast food restaurants. He noted that Gunnison has people coming to use the softball fields and hockey rink. He would like to see a stop there.

The Mayor explained that many people, including himself, wondered why the airport wouldn't be a good location. The RTA's point is that Bustang users getting off at the airport would not have access to amenities like stores and restaurants. That's a key reason why the airport doesn't make sense. Cowan indicated that another reason is that the RTA buses are not designed to have baggage storage compartments, so don't make good airport connections.

Sharon Mills, Chair of the Senior Center Advisor Board, stated that Wade Baker told her that the Hospital planned to sell the Dollar Store building. She suggested that the RTA talk to the Hospital about that property. Along with the lots behind it that belong to the Fire Department, it could be a good potential site.

Joe Dix stated that the RTA had done a good study and provided some good options. He thinks that there is an inordinate reference to people dragging suitcases. As mentioned by the RTA, Transit Centers should be located where there is access to restaurants, access to banks, and reasonable access to the airport. The outskirts of town are not the best locations. There is no reason why a group representing the City couldn't go and talk to the owners of the former Dollar store. That building looks to be around 4,000 square feet with room for 70-75 parking spaces and there is room for buses. There are a lot of reasons it could be a good location.

Laurie Gery stated that perhaps the RTA buses aren't ideal for transporting people with suitcases, but she has been on a lot of buses with just a suitcase, like a carry-on, so that might not be prohibitive. Another idea would be to implement a shuttle. Whenever you have a transit center, you should think about connecting people with other things.

An audience member stated that businesses might pop-up wherever the transit center is located, drawn by customers.

In order to explain the City's role in the process, City Manager Ben Cowan displayed a zoning map. He explained that the proposed transit center is an RTA project. The City's involvements is that, under the City's zoning regulations, a transit center would be allowed in the City's industrial zone district. The City could enact a text amendment process to allow a conditional use in other zone districts. One that may make sense is the commercial zone district around Main Street and along Tomichi. First, the RTA needs to initiate a public outreach process to answer questions about what a transit center would be and who it would serve. If zoning changes were recommended or proposed to allow a transit center in a different zone district that would require a public process. It would have to go to the Planning Commission then City Council for approval, with public hearings at both of those opportunities.

Bill Nesbitt stated that something that bothered him about the RTA's process was that there were no public hearings. The RTA is a group of individuals from each of the municipalities in the County. The RTA works in a vacuum, there's not really any oversight. It's not elected, it's appointed. Decisions are made in a void. Nesbitt indicated that the RTA has spent \$1.46 million on a 5-plex on West Tomichi, \$600,000 on a Solstice condo in Crested Butte, and another \$903,000 on a duplex. For them to offer the City of Gunnison \$250,000 for 50 years is an insult and they need to go back to the drawing board.

At 6:41 pm, Council went into recess. At approximately 6:50 pm, Council resumed their Regular Session meeting.

Consent Agenda. Councilor Logan moved and Councilor Gelwicks seconded a motion to approve the Consent Agenda with the following items:

- Approval of the April 14, 2023, Special Session Meeting minutes
- Excuse Councilor Miles from the April 14, 2023, Special Session meeting

Roll call, yes: Plata, Logan, and Gelwicks. So carried.

Roll call, no: None.

Approval of the April 11, 2023, Regular Session Meeting minutes. Councilor Logan moved and Councilor Gelwicks seconded a motion to approve the April 11, 2023, Regular Session meeting minutes.

Roll call, yes: Logan, Gelwicks, and Plata. So carried.

Roll call, no: None.

Resolution No. 7, Series 2023. Councilor Gelwicks introduced and moved to pass Resolution No. 7, Series 2023, *A Resolution of the City of Gunnison, Colorado, Authorizing the Sale of Real Property to Lazy K Development, LLC*. Councilor Logan seconded the motion. City Attorney Kathy Fogo indicated that six will be part of a lottery process that will be held on May 4th. Two of the units are free market units.

Roll call, yes: Gelwicks, Plata, and Logan. So carried.

Roll call, no: None.

Award Slurry Seal Contract. Streets Superintendent Jason Kibler and City Engineer Cody Tusing updated Council on plans for street slurry sealing and chip sealing in 2023. They said that a more robust cape seal application would be applied to the more trafficked streets. Councilor Logan moved and Councilor Gelwicks seconded a motion to authorize the City Manager to execute any and all documents in order to initiate work to begin as soon as possible for the 2023 Slurry and Street Improvements Project to A-1 Chip Seal in an amount not to exceed \$422,000.

Roll call, yes: Plata, Logan, and Gelwicks. So carried.

Roll call, no: None.

Approval of Ohio Ave Bid. City Engineer Cody Tusing gave a history of the project to date, including grant funds awarded. He explained that the construction bid came in higher than expected. They are seeing unprecedented cost increases, and there is contingency built into the

contract that will help address unknowns. The additional \$100,000 requested would allow the City to get the project completed. City Manager Cowan indicated that Council would have \$231,680 in its strategic plan implementation fund after potential uses, including the appropriation for the sustainability coordinator, which may not be used. Councilor Logan asked if they could look at the landscaping to keep it water efficient. Tusing explained that it will be a xeriscape. The drop irrigation is to flush out salt from the road. Councilor Gelwicks moved to authorize an additional one-hundred thousand (\$100,000) in City Strategic Funds to ensure funding is available to complete the Ohio Avenue Multimodal project in 2023. Councilor Logan seconded.

Roll call, yes: Logan, Gelwicks, and Plata. So carried.

Roll call, no: None.

Councilor Gelwicks moved to authorize City Manager Ben Cowan to execute a contract for construction with K&K Concrete, Inc for an amount not to exceed one-million, nine-hundred ninety-two thousand, nine-hundred and twenty dollars, and eighty-five cents (\$1,992,920.85). Councilor Logan seconded.

Roll call, yes: Gelwicks, Plata, and Logan. So carried.

Roll call, no: None.

Staff and Council gave brief reports.

With no additional business to come before Council, Mayor Plata adjourned the Regular Session at 7:25 p.m.

(Seal)

Mayor

Deputy City Clerk



TO: City Council
FROM: Anton Sinkewich, Community Development Director
DATE: May 5, 2023
RE: Update on the One Valley Resiliency Roadmap process

Purpose:

Clark Anderson, Executive Director of Community Builders will provide a brief overview and update to the City of Gunnison Council on May 9, 2023 for the One Valley Resilience Roadmap. The brief presentation will cover the following:

Gunnison County was one of 16 rural regions to receive Resiliency Roadmap grant funding from the State of Colorado Department of Local Affairs (DOLA). The Purpose of the One Valley Resilience Roadmap (OVR) is to build on the success of the One Valley Prosperity Project (OVPP) and once again bring together the communities of the Gunnison Valley to address the **three regional challenges** that no one jurisdiction can address on their own, creating a more resilient Gunnison Valley.

Three Regional Challenges

1. **Housing affordability**
2. **Coordinated land use, transportation, and infrastructure planning**
3. **Increasing civic capacity to address community challenges**

Background:

The OVR builds on the regional momentum created from the OVPP and its intent to develop a unified approach and strategic roadmap to strengthen regional collaboration, support local planning and decision-making, and create alignment and direction around how to collectively address shared regional challenges.

While OVR also builds on the momentum of the recently completed City of Gunnison Comprehensive Plan (March 2020), The Crested Butte Community Compass (Nov 2022), Mt. Crested Butte Master Plan (Jan 2023), all three documents prioritize regional collaboration in housing, land use, transportation and infrastructure, and civic capacity building.

Regional Strategies

To collaborate effectively at the regional scale, each of the communities' long-range plans share three planning principles which guide their decision making:

1. **Build and Strengthen Community.**
2. **Social Equity and Inclusion**
3. **Climate and Environmental Resiliency.**

The OVRP uses these three shared regional strategies to **guide specific strategies and actions for each regional challenge** to ensure the region, together, can move forward on actions that are in alignment with expectations of every community in the Gunnison Valley.

Council's Strategic Criteria:

This OVRP project and progress presentation addresses/relates to the following criteria:

1. *Public Safety and Community Resiliency.*

The OVRP Project will provide direction and efficiency for collaboration valley wide. Establishing and maintaining a framework for productive collaboration in our community is central to fostering racial and cultural equity, inclusivity, and diversity, and is a central component of our community's ongoing resiliency.

2. *Public Engagement which fosters racial and cultural equity, inclusivity, and diversity.*

The public has been engaged throughout the process to address the three regional challenges of

1. Housing affordability
2. Coordinated land use, transportation, and infrastructure planning, and
3. Increasing civic capacity.

All working groups are inclusive to foster racial and cultural equity, inclusivity, and diversity.

3. *Achieving the City's Environmental Sustainability Goals.*

The OVRP process includes a focus on coordinated land use, transportation, and infrastructure planning to ensure efficiency in future decisions to create walkable and multimodal communities that that reduce Vehicle Miles Traveled (VMT) and energy use to achieve the City's environmental sustainability goals.

Recommendation/Attachments:

Progress presentation will be given at council meeting

Action requested by Council:

Receive presentation and provide discussion and direction to staff



To: Gunnison City Council
From: Erica Boucher, City Clerk
Date: May 9, 2023
Re: Appointment of Deputy City Clerk

With Cassie Mason's resignation as Deputy City Clerk from the City of Gunnison on April 5, 2023, the City Clerk reviewed the current job descriptions for both the Deputy City Clerk and Communications Assistant/Court Clerk to consider the skill set, abilities, and professional interests of the remaining personnel. The job descriptions for the Deputy City Clerk and the Communications Assistant/Court Clerk were updated to provide the City with a smooth transition of deputy clerk responsibilities, to maintain consistent court administrative functions, and to create an opportunity to hire an employee who possesses the qualities of a forward-thinking records manager and a creative, innovative communications assistant who can continue to enhance the City's investment in proactive communication in new and diverse ways. Applications for a Communication Assistant/Court Clerk are currently being accepted. First review of submissions will be on May 15 and the position will be open until filled.

In Laura Buffington's (formerly Stanley) initial eight months of employment with the City of Gunnison, she has shown herself to be a dependable, responsive, and engaged employee. She has learned new tasks quickly and successfully completes them. She is very qualified and capable of mastering the responsibilities of the Deputy City Clerk and continuing to manage the requirements needed for the responsibilities of Municipal Court. This employee embodies the City's organizational values. The Deputy City Clerk position provides Ms. Buffington with an opportunity for professional development, the challenges of new tasks, the ability to streamline the current tasks, offers her leadership opportunities, and allows her to apply her previous professional experience at the City.

The City Clerk recommends that Laura Buffington be hired to fill the position of Deputy City Clerk, and requests that Council confirm that appointment via motion as per Section 3.13 of the City Charter. Her resume is included in the e-packet. She will also be present on May 9 at the Regular Session meeting to answer any questions.

Action Requested of Council: A motion, second, and vote to confirm the appointment of Laura Buffington to the position of Deputy City Clerk.

Laura Stanley

PROFILE

Paralegal Advanced Competency Exam (PACE) Certified Paralegal with 13 years of administrative and legal office experience, 7 years of which were in local government. Experience with Municipal Court procedures. Comprehensive administrative, clerical and customer service skills. Understanding of the organizational structure and roles within county and municipal government and how local government entities interact. Experience working closely with County and City elected officials, County and City Managers, and other department executive staff. Strong customer service skills and experience interacting with citizens on behalf of a government entity. Records management, regulatory licensing, budgeting, vouchering, credit card purchase reconciliation and coding experience.

WORK EXPERIENCE

Court Clerk/Communications Assistant, *City of Gunnison*

2022-present	Administration of Gunnison Municipal Court, public outreach and communication, general operational support, and customer service
2021-2022	Administrator, <i>Sustainable Crested Butte, Inc</i> Administrative and operational support, grant writing, volunteer liaison and event coordination
2021	Emergency Communications Specialist, <i>Gunnison/Hinsdale Combined Emergency Telephone Authority</i> Dispatching emergency services throughout Gunnison County
2015-2021	Legal Assistant/Paralegal I, <i>Gunnison County Attorney's Office</i> Comprehensive administrative duties, drafting, editing, and filing of legal documents, legal research, contracts management, public records management, providing general support to attorneys during legal proceedings
2013-2015	Care Manager, <i>Center for Mental Health</i> Assisting psychiatrists with medication management and providing support to clients

KEY SKILLS AND ABILITIES

- Comprehensive understanding of Gunnison Municipal Court procedures and duties, including managing case files using FullCourt Enterprise, preparing Court documents, processing violation citations, accepting payments, and preparing reports for City Council and the Finance department

- Experience assisting the City Clerk and Deputy Clerk with various duties, including preparing and distributing City Council agendas, minutes and packets, processing liquor and marijuana licenses and special event permits, and other key clerical responsibilities
- Able to utilize the Revize website maintenance system to manage the City's website, and to use common social media platforms to communicate and engage with city residents
- Understanding of the City's records management process, including retention policies and schedules
- Familiar with the Colorado Open Records Act (CORA), including redaction standards and techniques, and experience providing formal responses to open records requests in accordance with CORA
- Experience preparing and tracking budgets, vouchering invoices, reconciling credit card purchases, and coding credit card charges
- Experience assisting in developing strategic plans, operational manuals, and workflow policies
- Ability to research, follow and keep current on changes in legislation, statutes, municipal codes and ordinances
- Experience working closely with local elected officials and executive staff, and a solid understanding of their roles and responsibilities
- Very proficient with the Microsoft Office Suite, Adobe Acrobat, Dropbox, and all standard office equipment
- Excellent writing, communication, organizational and time management skills
- Strong customer service skills, ability to remain professional during difficult interactions, and formally trained in de-escalation techniques both as a mental health case manager and emergency dispatcher

EDUCATION AND CERTIFICATIONS

- B.S. in Geology from Colorado Mesa University, Grand Junction, Colorado, October 2008
- Notary Public Commission, July 2019
- Paralegal Advanced Competency Exam Certification, October 2020
- Heartsaver CPR/AED Certification August 2021

PROFESSIONAL MEMBERSHIPS

- The National Association of Legal Assistants (NALA)
- Colorado Association for Municipal Court Administration (CAMCA)
- Colorado Municipal League (CML)
- Colorado Municipal Clerks Association (CMCA)
- Associate Member of International Institute of Municipal Clerks (IIMC)

Memorandum

To: City Council
From: Keith Robinson, Chief
Date: May 5, 2023
Subject: Ordinance No.5, Series 2023
Repealing Ordinance No. 7, Series 1992



Ordinance No. 7, Series 1992 was adopted to provide directions for the disposal of unclaimed funds held by the City's Finance Department. The ordinance was also utilized by the police department for disposal and conveying ownership to the City of Gunnison for disposal of property held by the department.

The City Finance Department has not relied upon the 1992 Ordinance for many years, and instead disposes of unclaimed funds pursuant to state statute.

The Gunnison Police Department has adopted a new policy dealing with Non-Department Property under our control which has been reviewed by the City Attorney and conforms to Colorado State Statute and follows the guidelines provided by Lexipol and best practices.

Ordinance No.5, Series 2023 is being introduced to repeal Ordinance No.7, Series 1992.

**ORDINANCE NO. 5
SERIES 2023**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUNNISON,
COLORADO, REPEALING ORDINANCE NO. 7 SERIES 1992**

WHEREAS, at a regular council meeting held June 9, 1992, the City Council of the City of Gunnison adopted Ordinance No. 7, Series 1992, entitled, “An Ordinance Providing for The Administration and Disposition of Unclaimed Property Which Is in The Possession or Under the Control of The City of Gunnison,” which Ordinance has been in effect since July 1, 1992 (“1992 Ordinance”); and

WHEREAS, the 1992 Ordinance was adopted initially to address disposition of unclaimed funds held by the City’s Finance Department; and

WHEREAS, the City Finance Department has not relied upon the 1992 Ordinance for many years, and instead disposes of unclaimed funds pursuant to state statute; and

WHEREAS, the 1992 Ordinance has been utilized by the Gunnison Police Department (“GPD”) to administer unclaimed property, however, the 1992 Ordinance does not address other property the Gunnison Police Department may have in its possession, whether such property is found, held as evidence, is held for safekeeping, etc.; and

WHEREAS, the Gunnison Police Department has developed policies over time to administer the disposition of such property, which has caused there to be numerous, and sometimes inconsistent policies; and

WHEREAS, in early 2023, the Chief of the Gunnison Police Department combined and organized all policies related to property held by the City of Gunnison Police Department, as well as rules for the Property Office and Property Custodian, into one policy that is now contained in the Gunnison Police Department policy manual and which is in compliance with Colorado State Statute and guidance provided by Lexipol policies used by the Gunnison Police Department; and

WHEREAS, the 1992 Ordinance is inconsistent with state statute and GPD policies and should be repealed in its entirety.

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

Section 1. Ordinance No. 7, Series 1992 is hereby repealed in its entirety.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this _____ day of May, 2023, on first reading, and introduced, read, and adopted on second and final reading this _____ day of _____, 2023.

Mayor

SEAL:

ATTEST:

City Clerk

Published by Title in the
Gunnison Country Times Newspaper
_____, 2023

**RESOLUTION NO. 8
SERIES 2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUNNISON, COLORADO, COMMENDING KC WENZEL FOR OUTSTANDING SERVICE AS THE STUDENT LIAISON ON THE GUNNISON CITY COUNCIL, REPRESENTING WESTERN COLORADO UNIVERSITY FROM SEPTEMBER 28, 2021, TO MAY 9, 2023

WHEREAS, Western Colorado University is an essential part of the Gunnison community; and

WHEREAS, KC Wenzel graciously volunteered to serve as Western's Student Government Association Vice President for External Affairs and the Western Liaison to the Gunnison City Council from September 28, 2021, through May 9, 2023; and

WHEREAS, at each Regular Session meeting, through his attendance, KC shared the University's events, policies, and news in an objective and professional manner; and

WHEREAS, during his service on the Gunnison City Council, KC effectively shared the perspectives of younger Gunnison residents; and

WHEREAS, through his leadership and dedication, even throughout the world pandemic of COVID-19, KC contributed to the overall progress of the City and to the health, welfare, and safety of our citizens.

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

Section 1. KC Wenzel is hereby commended for his excellent performance as the Western Colorado University Liaison; and

Section 2. KC Wenzel is wished success in his future endeavors and is encouraged to continue to make outstanding contributions to his community and society.

INTRODUCED, READ, PASSED AND ADOPTED by the City Council of the City of Gunnison, Colorado, this 9th day of May, 2023.

(SEAL)

Diego Plata, Mayor

Erica Boucher, City Clerk



Memorandum

To: **City Council**
From: **Will Dowis and David Gardner**
Date: **5/5/2023**
Re: **Award Contract for Construction Services Distribution System Improvements Project (Electric Department)**

Purpose:

Receive authorization to award and execute a construction contract for City of Gunnison Construction Services for Distribution System Improvements project.

Background:

The City has prepared bid documents, solicited bids, reviewed bids and provided recommendations for hiring a general contractor to do the following work:

- Reconnector of 0.55 miles of Alco Feeder
- Replacement of five (5) poles nearing their useful end-of-life

Gunnison staff reached out to qualified bidders via an RFB open and public process to receive competitive pricing. Bid opening was publicly held on May 1, 2023, at 2:00 p.m. One (1) qualified bid was received by the Electric Department as follows:

- Altitude Energy

A thorough review of the bid was conducted. As a result, City staff found the following bid acceptable and recommends award to Altitude Energy Construction in the amount of \$628,335.62. The total amount for both projects approved in the 2023 budget is \$768,000. The remaining dollar amount of \$139,664 will be used to purchase the material needed for this project.

Council's Strategic Criteria:

- A. Public safety & Community Resiliency:** Updated utility infrastructure is a main ingredient of a strong and resilient community. This project will meet council's strategic needs by putting in necessary and needed infrastructure to host the EV fast charging station. Keeping electric infrastructure is vital to maintain electrification for the community, such as wintertime heating of homes, or cooking, which are vital to public health and safety.

- B. Public engagement which fosters racial and cultural equity, inclusivity, and diversity:** The project was subject to and went through a public process via the 2022 Budget approval. The bids for the project was open to qualified bidders via BidNet.
- C. Achieving the City's environmental sustainability goals:** Electrification for housing and businesses is vital to the community's environmental sustainability goals.

Action(s) Requested of Council:

- City staff requests authorization for City Manager to award a contract to Altitude Energy and to execute a contract for Construction Services for Distribution Circuit Improvements for a total construction amount not to exceed **\$628,335.62**.

Attachments:

Contract Documents

Bid documents

Altitude Energy's bid form

CONSTRUCTION CONTRACT
FOR
2023 DISTRIBUTION CIRCUIT IMPROVEMENTS



CITY OF GUNNISON
GUNNISON, COLORADO

Will Dowis
Electric Superintendent

May 2023

CITY OF GUNNISON
2023 DISTRIBUTION CIRCUIT IMPROVEMENTS

CONSTRUCTION CONTRACT

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APPENDIX

AP.1	Drawings to be Furnished During Construction
AP.2	Standard Forms Used During Construction

SUPPLEMENTAL NOTES

The following supplemental construction notes are a part of the bidding documents to assist the Bidder in the proper evaluation of the project scope and interpretation of the drawings and specifications.

I. PROJECT SCOPE

2023 Distribution Circuit Improvements

1. Reconductor of 0.55 miles of Alco Feeder.
2. Replacement of twelve (5) poles nearing their useful end-of-life.

Alco Feeder Reconductor

The reconductor will replace the existing 1/0 three-phase with 477 ACSR three-phase. The total length of the project is approximately 0.55 miles. Construction will be like-for-like construction. The City will also procure permitting.

Pole Replacement

Pole replacements are expected to be like-for-like or similar framing. The new poles may need to be a taller height and stronger class than is currently installed. The standard pole will be 40 feet in length. If there are clearance issues present, Gunnison will specify a larger pole. It is expected that poles will not exceed 45 feet in height.

The list of poles in order of The City's priority is:

1. Denver and Colorado Pole
2. Rio Grande and 11th Pole
3. Rio Grande and 10th Pole
4. 100 South 8th Pole
5. Subway Pole

II. GENERAL

1. Energized Lines

The distribution system is a series of improvements to the existing distribution circuit. If any required outages are required in the project area those outages will be coordinated with the City of Gunnison.

2. Construction Details

- a. All hardware and mounting bolts shall be grounded on pole and crossarm.
- b. Completion of the 2023 Distribution Circuit Improvements is of the essence by October 14, 2023.
- c. The contractor may be required to provide the material required to drill any special holes in wood poles.
- d. For the purposes of this contract, any delays or work stoppages caused by wildlife restrictions by state or federal agencies will be considered an Act of God.
- e. The Bidder shall complete the following:

Work on Energized Lines

Any work on or in the vicinity of energized distribution lines shall be reimbursed at the same rate as the de-energized cost to install or modify the same unit.

(Labor only portion of unit shall be adjusted.)

In bidding this contract, please note that the percent increase for energized work to be submitted will apply only to work performed within the minimum approach distances shown in OSHA regulation 29 CFR Part 1910.269 and Sections 42, 43, and 44 of the national Electric Safety Code.

3. Inspection

The Owner shall provide an on-site Construction Coordinator to assist the Contractor with communications between the Engineer, other contractors that may be performing work on the distribution line, and the Owner. The Engineer will be available on-site during critical phases of the project and can be reached by phone during the construction phase.

4. Submittal of Plan of Operations

Bidders shall submit with their proposal a construction Plan of Operations. This report shall include the construction schedule by pertinent phases, crew assignments, field personnel organization, and proposed subcontractors' assignments.

The construction schedule shall include the sequence and dates of each major planned operation, required manpower and equipment assignments, construction methods, and CFM delivery dates. The field personnel organization shall include crew sizes by position, names and experience of supervisory personnel, and crew workweek in hours per day and days per week. Subcontractor assignments shall include names and experience, subcontracted work, and estimated cost.

9. Energization

The Contractor shall not be responsible for energization of the Distribution Line except the Contractor shall provide notification to the Owner's on-site Construction Coordinator when the facilities are released for energization.

III. Project Schedule

The upcoming schedule of events is tentatively scheduled as follows:

- RFP issued – April 3, 2023.
- Onsite pre-bid meeting - Monday, April 17, 2023 at 9:00 a.m.
- Written questions due by – April 21, 2023.
- Responses to questions published – April 25, 2023.
- RFPs due – May 1, 2023 by 1:30 p.m.
- Bids opened – May 1, 2023 at 2:00 p.m.
- Award of Contract via City Council – May 9, 2023.
- Contract and Bonds due May 24, 2023.
- Issuance of Notice to Proceed – on or before June 12, 2023.
- All items of work competed completed by October 20, 2023.
- Project close out completed by October 31, 2023.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this ____ day of ____, 2023, by and between _____ hereinafter referred to as "Contractor"), and the City of Gunnison, a Colorado home-rule municipality, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the Owner desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the 2023 Distribution Circuit Improvements Project (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the 2023 Distribution Circuit Improvements Project located in Gunnison County, Colorado, as directed by the Owners and pursuant to the individual owners Municipal Codes and according to the bid schedule and attached paving and street rehabilitation specification. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement. All work shall be performed to comply with current RUS standards.

2. Time of Commencement and Completion. Construction under this Agreement shall be completed by October 20, 2023 (Completion Date"). The Completion Date may, at the Owner's sole discretion, be extended if approved by the Owner in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the Owner may deduct liquidated damages in the amount of \$500.00 from the contract price per day for each day Contractor works beyond this date. It is understood by Contractor and the Owner that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the Owner as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. Owner shall pay and Contractor shall receive the contract price of \$_____ to include five (5) poles.

as stipulated in the Notice to Proceed, attached to this contract as Exhibit A along with Contractor's Proposal attached as Exhibit B, and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Owners, Maintenance Supervisor or his designee showing actual costs incurred and work completed. Upon review and approval of the progress reports and draw requests by the Maintenance Supervisor or his designee, the Owner agrees to pay Contractor the amounts shown on all draw requests, minus a five percent (5%) retainage, no later than the fifteenth (15th) business day following the date the draw request was submitted and approved. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules as agreed to, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the Owner, Contractor's work is not progressing satisfactorily.

The Owner shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The Owner its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the Owner, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the Owner's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

- A. The Owner or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the Owner materials furnished, and work done as the work progresses.
- B. The Owner shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted. Contractor shall fully cooperate with the Owner's staff and appointed inspectors during the course of the work.
- C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the Owner, including soil, concrete, hot mix asphalt and other material tests.
- D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.
- E. No material of any kind shall be used in the work until it has been inspected and accepted by the Owner. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.
- F. Whenever the specifications, the instructions of the Owner or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by the Owner Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

- A. Commercial General Liability Insurance: At a minimum, combined single limits of \$1,195,000 per occurrence and \$1,195,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,195,000 per occurrence.
- B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and

limits as required by the State of Colorado.

- C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with \$1,195,000 combined single limit for each occurrence.

The Owner shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the Owner with a Performance Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to the Owner for its review and approval. The Owner shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Owner Manager. The Performance Bond shall be held by the Owner through the one-year warranty period specified in Paragraph 13 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the Owner with a Payment of Labor and Materials Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Payment of Labor and Materials Bond to the Owner for its review and approval. The Owner shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the Owner Manager. The Payment of Labor and Materials Bond shall be held by the Owner through the one-year warranty period specified in Paragraph 13 below.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the Owner fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the Owner. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the Owner, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor

shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The Owner may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The Owner may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the Owner may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the Owner and Contractor. In the event that the Owner and Contractor do not reach an agreement as to the date of substantial completion, the Owner Council shall determine such date. Upon the date of substantial completion, Contractor or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to the Owner a completed acceptance checklist utilizing a form approved by the Owner. Thereafter, and within thirty (30) business days after a request for final inspection by Contractor, the Owner shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the Owner shall promptly notify Contractor in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one-year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the Owner shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the Owner pursuant to this Construction Agreement for a period of twelve months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all improvements and structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above. Additionally, the culvert backfill, road base and paving shall be warranted for a period of 2 years from the time of completion.

16. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the Owner to do so unless

the Owner has previously accepted such condition. Such notice shall be either delivered personally or be overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the Owner discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The Owner may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the Owner Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the Owner pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the Owner Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications have first been certified by the Owner in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

21. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

22. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

23. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

25. Invalid Provision. If any provisions of this Agreement shall be determined

to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Owner:

David M. Gardner – City of Gunnison
Phone: (970) 641-8322
Email: DGardner@gunnisonco.gov

Will Dowis – City of Gunnison
Phone: (970) 641-8329
Email: WDowis@gunnisonco.gov

If to Contractor:

27. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

29. Contractor's Employee Requirements By its signature on this Agreement, Contractor certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, the Contractor has participated or attempted to participate in the E-Verify program ("E-Verify Program") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security, and the Social Security Administration or the Department Program (Department Program) established pursuant to §8-17.5-102(5)(c), C.R.S.

Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a

subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor has confirmed or attempted to confirm through participation in the E-Verify or Department Program the employment eligibility of all employees who are newly hired for employment in the United States. Contractor shall not use E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (1) notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).

If Contractor violates a provision of this Illegal Alien Addendum, the Owner may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. Contractor understands that, in the event of such a termination, Owner is required to notify the office of the Colorado Secretary of State.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

CONTRACTOR:

By _____

Name _____

Title _____

ATTEST:

Name

OWNERS:

CITY OF GUNNISON,

a Colorado home-rule municipality

Attest:

By: Ben Cowan, City Manager

By: Erica Boucher, City Clerk

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, Individual)

and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called "OWNER" in the penal sum of _____ dollars,
(\$ _____) in lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into
a certain contract with the OWNER, dated the _____ day of _____, 2023,
a copy of which is hereto attached and made a part hereof for the construction of:

2023 Distribution Circuit Improvements Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal
and coke, repairs or machinery, equipment and tools, consumed or used in connection with
the construction of such WORK, and all insurance premiums on said WORK, and for all labor
performed in such WORK, whether by SUBCONTRACTOR or otherwise, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to
the WORK to be performed there under or the SPECIFICATIONS accompanying the same
shall in any way affect its obligation on this BOND, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract or to the
WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

Principal

ATTEST:

(Principal) Secretary By: _____ (s)

(Address)

Witness as to Principal:

(Address)

(Surety)

By: _____
(Attorney-In-Fact)

(Address)

ATTEST:

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor

Address of Contractor

a _____
Corporation, Partnership or Individual

Hereinafter called Principal, and _____
Name of Surety

Address of Surety

Hereinafter call Surety, are held and firmly bound unto _____

Name of Owner

Address of Owner

Hereinafter called OWNER, in the penal sum of _____
_____ Dollars (\$_____) in lawful
money of the United States for the payment of which sum well and truly to be made, we bind
ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into
a certain contract with the OWNER, dated the _____ day of _____, 2023,
a copy of which is hereto attached and made a part hereof for the construction of:

2023 Distribution Circuit Improvements Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms conditions and agreements of said contract during the
original term thereof, and any extensions thereof, which may be granted by the OWNER,
with or without notice TO THE surety, and if he shall satisfy all claims and demands
incurred under such contract, and shall full indemnify and save harmless the OWNER from
all costs and damages which it may suffer by reason of failure to do so, and shall
reimburse and repay the OWNER all outlay and expense which the OWNER may incur in
making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the
contract or to the terms of the contract or to the WORK to be performed thereunder or

the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2023.

Principal

ATTEST:

(Principal) Secretary By: _____ (s)

(Address)

Witness as to Principal:

(Address)

(Surety)

By: _____
(Attorney-In-Fact)

(Address)

ATTEST:

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

EXHIBIT A
NOTICE TO PROCEED

To: _____ Date: _____

Project: 2023 Distribution Circuit Improvements Project

You are hereby notified to commence WORK in accordance with the Agreement

Dated _____ On or Before _____

By: _____

Owner

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

this the _____ day of _____, 2023.

By: _____

Title: _____

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ACKNOWLEDGMENT OF ADDENDA AND EXCEPTIONS

The Bidder, in submitting his Proposal, acknowledges receipt of the Addenda listed below and, in doing so, certifies that the requirements therein have been complied with. Failure to acknowledge receipt of any Addendum duly issued shall provide sufficient cause to declare the Proposal to be null and void.

1. The following Addenda have been received and duly incorporated into the Proposal submittal:

2. Describe exceptions, if any, taken to the Bidding Documents. State "None", if none:

a.

b.

c.

By

Title of Officer

DRUG FREE WORK PLACE

_____ has a Drug Policy in compliance with Public Law 100-670-Nov 18, 1988. To maintain this environment Owner requires all contractors to have a drug policy in compliance with the Drug Free Work Place Act of 1988.

This is to certify _____ has an active drug policy in compliance with the Drug Free Work Place Act of 1988.

Name of Authorized Representative

Signature

Date

PLAN OF OPERATIONS

Bidder shall describe his planned work and proposed construction schedule including anticipated calendar days and approximate crew size (as required by Supplemental Construction Notes, paragraph II.8)

SCHEDULE OF HOURLY RATES

Bidder shall list his labor and equipment hourly rates for purposes described in Article II, Section 5.C.

DIVISION GR
GENERAL REQUIREMENTS

GR.1 DESCRIPTION OF PROJECT

This Specification pertains to the construction of the 2023 Distribution Circuit Improvements for the City of Gunnison, located in Gunnison, Colorado. The intent of these Specifications is to detail the Contractor's function, coordination of procedures, environmental protection measures, material requirements, assembly and erection of facilities, Owner's acceptance criteria, and any other factors considered pertinent to the cost-effective construction of the electrical facilities in accordance with RUS and the Owner's standards.

GR.2 WORK UNDER THIS CONTRACT

- A. The Contract provides for all labor, tools, equipment, transportation, storage, and services required to construct the distribution line as described by the Contract Documents, Drawings and Specifications. Material to be furnished by the Owner is detailed elsewhere. The Contractor shall provide required construction equipment, and labor.
- B. 2023 Distribution Circuit Improvements
- C. The Contract includes, but is not limited to, the following items of work which are listed to aid the Contractors in understanding the scope of work:
 - 1. The Owner reserves the right to perform supplemental work and to contract for such work as required to complete the project.
 - 2. The Contractor shall be responsible to determine and to obtain all permits required for construction activities, except for permits associated with the South Rural Feeder Line for which the City will procure any necessary permits.

GR.3 PRE-CONSTRUCTION CONFERENCE

- A. A conference will be held on or near the first day of construction to review and take action on correspondence, communications and review procedures for payment of Contractor, and to establish a working understanding between the parties as to their relationship during the Project life. The conference will be attended by:
 - 1. Contractor
 - 2. Representatives of principal subcontractors, suppliers, and manufacturers
 - 3. Engineer
 - 4. Owner or his representative
 - 5. Other utilities that may be involved
- B. Immediately following the conference, a field review of the project will be made with the above parties.
- C. The Owner shall notify the Contractor by phone of the date for the pre-construction conference. Notification shall be made at least 5 days prior to the pre-construction conference. The Contractor shall notify his subcontractors, suppliers and manufacturers. The Owner shall notify all other parties.
- D. The pre-construction conference will be held at the Owner's office in Gunnison, Colorado.

GR.4 COPIES OF DOCUMENTS

- A. Contractor will be provided at no cost to him a maximum of 5 sets of ½ size Contract Drawings which include the latest revisions and a maximum of 5 sets of the Bid Documents in addition to those used in execution of the Contract.
- B. Additional copies of above documents will be supplied at printing and delivery cost upon request.

GR.5 MATERIAL PROCUREMENT

- A. Owner will supply all materials.

GR.6 APPLICABLE CODES AND STANDARDS

- A. Applicable codes and standards referred to in these Specifications shall establish minimum requirements for equipment, materials and construction and shall be superseded by more stringent requirements of Drawings and Specifications when and where they occur.
- B. Reference to standard specifications of any technical society, organization or association, or to the codes of local or state authorities, shall mean the latest standard, code, specification or tentative specification adopted and published at the date of taking bids, unless specifically stated otherwise.
- C. All equipment furnished and installed under the Contract shall be so designed, fabricated, assembled, installed, and placed into service that such equipment will conform to the applicable provision of all federal and state safety and health standards.
- D. All construction methods and tools shall conform to the applicable provisions of all federal and state safety and health standards.
- E. Any conflicts between Specifications and applicable codes and standards shall be referred to the Owner for a decision thereon.

GR.7 CONSTRUCTION FACILITIES

- A. Construction power will not be available to the Contractor.
- B. The Contractor shall provide his sanitary facilities and maintain them at his own expense. Toilets shall be of the chemically-treated type obscured from public view and shall be maintained in a manner approved by the Owner.
- C. The Contractor shall make every effort not to disturb the normal flow of traffic.
- D. The Owner shall be responsible to determine and to obtain all permits required for construction activities.

GR.8 COMMUNICATIONS

- A. The following people are familiar with various phases of the project:
1. Will Dowis, Superintendent
City of Gunnison Electric Department
1100 W Virginia
Gunnison, CO 81230
Phone: (970) 641-8329
Email: WDowis@gunnisonco.gov
 2. Fill with Contractor info.
- B. In general, the Contractor shall be required to communicate only with the Owner. The Owner shall forward copies of written communication to the other appropriate organizations.
- C. Communications pertaining to the Contract for such items as applications for payment, change orders, accident reports, requests for switching clearances and outages shall be directed to the Owner.
- D. The Contractor shall provide accessible means of communication for everyday contact by means of a local telephone installation at the Contractor's Field Office.

- E. The Owner's on-site field coordinator's responsibility shall be to communicate routinely as required on the following matters:
1. Safety; use of hard hats and other safety devices.
 2. To receive any accident reports from the Contractor and to submit said accident reports properly to the Owner.
 3. Interpretation of the Construction Drawings.
 4. Assist the Contractor to locate the Owner furnished materials in the Owner's warehouse.
 5. Coordinate field services from those equipment suppliers who have been contracted to perform field alignment, test or other services on their products.
 6. Receive material receipts from the Contractor.
 7. Receive switching requests from the Contractor and coordinate switching or outages with the Owner's operations personnel.
 8. Receive progress reports from the Contractor.
 9. Coordinate schedules with other Contractors whose work must interface with this Project.
- F. The Contractor's foreman shall be responsible for bringing items of concern to the attention of the Owner's on-site field coordinator, such as:
1. Questions on the proper interpretation of the Construction Drawing and Specifications.
 2. Requests to access Owner furnished materials in the Owner's warehouse.
 3. Advise the construction coordinator when to schedule factory field service personnel.
 4. Upon receipt of Owner furnished materials, the foreman shall sign a materials release form provided by the Owner's warehouse manager.
 5. Submit written requests to the field coordinator at least 48 hours in advance when switching or outages are planned.
 6. Submit construction progress reports at least monthly to the Owner's construction coordinator.
 7. Advise the Owner's construction coordinator of any special coordination needed with other Contractors working for the Owner in the same vicinity.
- G. The Contractor shall be responsible for initiating the following communications to the Owner:
1. Accident reports.
 2. Requests for location of Owner's utilities buried in the Contractor's zone of activities.
 3. Monthly progress reports.
 4. Monthly applications for progress payments.
 5. Switching requests for the Contractor's convenience.
 6. Other requests which affect the Contract completion schedule or project cost.
- H. The Contractor shall be responsible to determine the need and to obtain all foreign utility line locations for underground utilities.

GR.9 SAFETY AND HEALTH REQUIREMENTS

- A. The Contractor shall implement and administer an aggressive accident prevention program and shall take all reasonable precautions in the performance of the work under this Contract to protect the safety and health of employees and members of the public, and to prevent damage to public and private property.

The Contractor shall notify HPP in writing that they intend to conduct on-site safety meetings (at least once a week) and that they will either follow their own or the Associated General Contractor's safety rules. This notification shall be made at the pre-construction conference.

- B. The Contractor shall not require, or knowingly allow, any employee engaged in the performance of the Contract, whether directly employed, or through subcontract or on-site supply contract, to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety.
- C. The Contractor shall comply with the latest effective standards promulgated by the Secretary of Labor for the Department of Labor, Occupational Safety and Health Administration, Safety and Health Standards (29 CFR 1910) and the Construction Safety and Health regulations promulgated under Section 107 of the Contract Work Hours and Safety Standards Act (29 CFR 1926).
- D. Blasting shall not be permitted except by approval of the Owner and the Engineer.
- E. The Contractor shall indemnify and hold the Owner harmless for any and all losses, damages or liability on account of personal injury, death or property damage of any nature whatsoever and by whomsoever made, or arising out of the activities of the Contractor, employees, subcontractors or agents under the Contract. Such indemnity shall include, but shall not be limited to, the failure of the Contractor, his employees, subcontractors or agents to comply with the safety and health provisions contained in these Specifications.

GR.10 ENVIRONMENTAL QUALITY PROTECTION

- A. The Contractor shall be deliberate in the maintenance of environmental protection per the provisions of the USDA's "Environmental Criteria For Electric Transmission Systems," and shall comply with any other Federal, State, or Local environmental regulations.
- B. The Contractor shall exercise care to preserve the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, approved construction roads or excavation operations, all trees, native shrubbery and vegetation shall be preserved and protected from damage by the Contractor's construction operations and equipment. Movement of crews and equipment within the right-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, and property.
- C. The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, and other objectionable pollutants and wastes into streams, flowing or dry water courses, lakes and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sanitary waste, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.
- D. In conduct of construction activities and operation of equipment, the Contractor shall utilize such practicable methods and devices as are available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants.

GR.11 SHIPMENT AND HANDLING OF EQUIPMENT AND MATERIALS

- A. The Contractor shall assist the Owner in the unloading, inventory, verification of damage, and compliance of material specifications of all OFM deliveries received after Contract award. OFM deliveries received by the Contractor shall be immediately transferred to the Contractor for possession, upon execution of the Material Receipt Form. An accounting report of all OFM shall be kept current of transactions by the Contractor and available for Owner's review periodically.

- B. Contractor shall require manufacturers and suppliers to prepare equipment and materials for shipment in a manner which facilitates unloading and handling and which protects against damage or unnecessary exposure in transit and storage. Provisions for protection shall include the following:
1. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt.
 2. Suitable rust-preventive compound on exposed machine surfaces and unpainted iron and steel.
- C. Each item of equipment and material shall be tagged or marked as identified in the delivery schedule or on the Compliance submittals, and complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.
- D. Contractor shall be responsible for any and all damage to, or losses of, materials or equipment occurring during delivery.
- E. Contractor shall assume responsibility for and protect all equipment and materials during the storage period in accordance with the manufacturer's or supplier's recommendations, including the following:
1. Protection of exposed machined surfaces and unpainted iron and steel as necessary with suitable rust-preventive compounds.
 2. Handling and storing of steel plate, sheet metal work, and similar items in a manner to prevent deformation.
- F. Contractor shall receive, check, unload, inventory, accept and store all equipment and materials in accordance with proper procedures. He shall report any damage to the Owner prior to or during unloading and advise the Owner of any shortage at the time of delivery. If the material is Owner-furnished, the Owner will verify such reports and so notify the equipment supplier.
- G. Items furnished by the Owner for installation under this Contract will be delivered F.O.B. delivery site complete with packing lists and bills of material. For material unloaded by Contractor, the Contractor shall not furnish receipts to shipper upon delivery without prior approval from the Owner. Acceptance of damaged Owner-furnished material may improperly transfer liability to the Contractor.
- H. The Contractor shall familiarize himself with the materials which are located in the Owner's warehouse and the items which are to be delivered to the job site by the supplier. Items furnished by the Owner which have been delivered to the Owner's warehouse shall be transferred to and handled by the Contractor as follows:
1. Advise the warehouse supervisor at least 24 hours in advance that the Contractor's crews shall be making a "pick up" of materials.
 2. The Contractor shall sign a material receipt form signifying that the Contractor is accepting responsibility for the materials itemized on the form.
 3. The Contractor, not the Owner, shall load the materials at the warehouse, secure the materials for transit, transport the materials to the substation site, off load at the substation site, and then take full responsibility for storage and installation of the Owner furnished material.

- I. New Owner-furnished material items not used on the project shall be returned to the Owner in the same condition as was issued. All excess post-construction OFM shall be transported by the Contractor to the Owner's warehouse located in Riverton, Wyoming. Contractor shall notify Owner of any OFM returns within 48 hours, in order to inspect and inventory returned material. Owner's acceptance of returned OFM will be validated per signed "Material Returns Receipt" vouchers.

GR.12 SALVAGED EQUIPMENT AND MATERIALS

- A. Existing equipment and materials removed as part of the work and not reused shall be disposed of as designated by Owner.
- B. Contractor shall carefully remove, in a manner to prevent damage, all equipment and materials specified as those to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified as being reused in the work.
- C. Salvaged items not reused in the work which will remain the Owner's property shall be delivered in good condition to the Owner at his storage area site located in Gunnison, Colorado.
- D. Any items designated for Owner's salvage and damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced in kind with new items.
- E. Contractor may at his option furnish and install new items at no cost to Owner in lieu of those specified as being salvaged and reused.

GR.13 CONSTRUCTION SCHEDULE

- A. In general, the Contractor shall manage his own construction work activities for timely completion of the overall Project with primary regard for personnel safety and the Owner's system integrity.
- B. The Contractor shall provide detailed completion schedules for the various work classifications. The schedule shall be discussed in detail at the pre-construction conference, at which time the Contractor may be requested to defend the schedule and demonstrate its conformance to the completion date.
- C. Completion of the overall Project on the date specified in the Contractor's Proposal shall be the basis for the Contractor's Bid. The Bidder may offer an alternative completion schedule for consideration by the Owner, provided:
 - 1. The bidder submits the basic proposal for completion on the specified date.
 - 2. The alternate proposal accompanies the basic proposal.
 - 3. The only exceptions taken pertain to the completion schedule and the cost advantages to the Owner.

GR.14 WORK PROGRESS REPORTS

- A. Contractor shall submit to the Owner a report on actual progress of the work at least every two weeks. Weekly reports may be required should the work fall behind the accepted schedule or for contracts of short duration.

- B. Work progress reports shall consist of marked prints of the accepted work progress schedule, and a narrative report including, but not limited to, the following:
 - 1. A statement of the percentage completion of each Project labor and material bid unit.
 - 2. A statement of work in progress and scheduled work for the following two weeks.
 - 3. A statement of any factors delaying the construction effort including causes and solutions.
- C. In addition to the bi-weekly reports, the Contractor shall report to the Owner immediately upon becoming aware of any circumstance which might delay or accelerate the approved work schedule.
- D. A work progress report shall accompany each application for partial payment. Work reported completed but not readily apparent to the Owner must be substantiated with supporting data.
- E. Should the work fall behind the accepted schedule to an extent that substantial completion of the work within the contract time appears doubtful, Contractor shall, at no additional expense to the Owner, take whatever action is required to be in compliance with the specified schedule, including, but not limited to:
 - 1. Add to his plant, equipment, and construction forces, or
 - 2. Increase the working hours per week, or
 - 3. Both 1 and 2 above

GR.15 COORDINATION CONFERENCE

- A. Coordination conferences will be held as requested by the Owner. Contractor, Engineer, and Owner shall be represented at each conference. Contractor may, at his discretion, request attendance by representatives of his suppliers, manufacturers, and other subcontractors.

Contractor shall be prepared to discuss all issues related to the Contract including quality control, schedules, material status. Regarding schedules, Contractor shall be prepared to report current status, near term anticipated progress and overall schedule conformance as it relates to completion date. Format of all submittals for these conferences shall be subject to approval by the Owner.

- B. When Contractor's work affects, or is affected by, the work of other contractors, Owner may hold coordination conferences to be attended by those involved. Contractor shall participate in such conferences as requested by Owner.

GR.16 CHANGE ORDERS

- A. All requests for changes to the Contract shall require change orders filled out by the Contractor. Such change order forms shall detail the specific changes and the complete cost to the Owner for the change.
- B. Change orders must be approved in writing by the Owner before any work is to begin.

This completes Division GR.

DIVISION GA
GUYS AND ANCHORS

GA.1 GENERAL

This division covers the materials and labor necessary to install and furnish a complete guy and anchor system for line angle and deadend structures.

GA.2 EQUIPMENT AND MATERIALS

- A. Guy wire shall be aluminum-clad steel wire, rated per the following table:

<u>Guy Wire Size</u>	<u>Minimum Breaking Strength (Lbs.)</u>
3/8" EHS 7 Strand	15400

- B. Anchors shall be multi-helix type, square shaft, sized according to the Assembly Drawings.

- C. Hardware

1. Hardware shall be as indicated in the Assembly Drawings and material list with item designations (letters) corresponding to RUS Approved Supplier and equipment Lists (RUS 43-5).
2. Strength of hardware shall be coordinated with strength requirements of the Assembly Drawings and guy wire.

GA.3 INSTALLATION

- A. Guys

1. Guys shall be installed in locations specified by the Engineer as shown in the Assembly Drawings, Construction Drawings, and Plan and Profile Drawings. Bisector guy structures may be pretensioned to a precamber position, at the discretion of the Contractor, to achieve pole plumbness after stringing.
2. Guys shall be installed and pretensioned before conductors or overhead ground wires are strung. Multiple guys shall be adjusted so that each guy carries its proportional load. Guys may be retensioned after stringing as required to true-up the structures and to equalize guy tensions in the cluster.
3. Guy guards shall be installed at all structure locations. Guy guards shall be installed to protect and improve the visibility of the guys and anchor eyes.

- B. Power Installed Screw Anchors

1. The quantities indicated on the Plan and Profile Drawings and staking sheets are estimated. Actual installed quantities will vary depending upon subsurface soil conditions.
2. Anchors shall be installed with power digging equipment equipped with adapter, wrench, and torque indicator designed for the anchors being supplied for this project.
3. Anchors shall be placed in the locations staked by the Owner. Additional field installations shall keep a minimum clearance of 5' from existing or abandoned anchors. Anchor rods shall be installed in line with the load strain. Guying attachments shall be installed to protrude no less than 8 inches out of the ground. Under no circumstances shall the eye of the rod be covered.
4. The anchors shall be installed to within three (3) degrees of the specified guy angle shown on the Drawings.
5. During the power installation process, the operator shall maintain a balance between

digger rotation and down pressure. As a general rule of thumb, a power installed anchor should be screwed into the soil the distance of the helix opening with each rotation. This will ensure that the anchor installation minimizes soil disturbance and provides a successful pull test.

6. It is extremely important that the screw anchor be installed without exceeding the manufacturer's maximum torque limit.
7. The operator/inspector shall note any sudden surges in the hydraulic line pressure during the installation of the anchors. These surges as well as when they occurred shall be reported in the installation forms.
8. The Contractor shall install each anchor an additional two feet at the indicated installation torque. This will ensure that the anchor has passed any temporary obstruction and has been installed in a soil layer that can sustain the guy loads.
9. If a shear pin torque indicator is used, a new set of shear pins shall be installed after every anchor installation before the next anchor is installed.

C. Plate Anchors

1. Plate anchors shall be installed according to the Assembly Drawings at the locations shown on the staking sheets, Plan and Profile drawings and as staked by the Owner.
2. Anchor rods shall be in line with the strain and so installed that approximately 8 inches of the rod shall remain out of the ground. Under no circumstances shall the eye of the rod be covered.
3. The anchors shall be installed within three (3) degrees of the specified guy angle shown on the Drawings.
4. The setting of each anchor, as regards depth, position, and angle, shall be inspected by the Owner.

D. Anchor Tests

1. The Owner will choose the anchors that will require pull tests to be performed at each anchor location. Pull tests will be witnessed by the Owner, and will therefore require at least 24 hour notice be given to the Owner.
2. All anchor pull tests shall be conducted by the Contractor. The cost of testing shall be included in the TM-PT anchor test unit. The following are general instructions on the pull testing of power installed screw anchors.
 - a. Reference points shall be established on the rod by marking four lines on a one-inch spacing. A transit will be used to observe the anchor movement. An approved calibrated dynamometer shall be used to determine anchor loads.
 - b. Load the anchor in four equal increments of the test load indicated below. Each load increment shall be applied smoothly in a direct line with the axis of the anchor rod. Each incremental load shall be held for at least one (1) minute while the creep is measured. If the anchor creep is greater than 1/4" during this one minute period, the anchor rod shall be monitored for additional one minute periods until the measurable creep has stopped, before proceeding to the next load increment. The pull test shall be discontinued if the test anchor creep does not stop after 8 to 10 minutes under a constant pull. The test anchor may be re-torqued or reinstalled per the Engineer's instructions before tests may resume.
 - c. Each test anchor shall be required to sustain the following pulls:

<u>Anchor</u>	<u>Test Load</u>
FS-3S	10,000 lbs.
 - d. Record all data such as load increments, creepage per minute, load increments, etc. All anchor test records shall be reported to the Owner.
 - e. The total creep of the test anchor rod shall not exceed four (4) inches. Should the anchor rod exceed the maximum creep the Contractor shall contact the Engineer for re-installation instructions.

This completes Division GA.

DIVISION GB
GROUNDING AND BONDING

GB.1 GENERAL

This division covers materials and labor necessary to install pole grounds and ground rods and bonding of pole hardware.

GB.2 STRUCTURE GROUNDING

- A. All structures shall be grounded as shown on the Plan and Profile Drawings and Assembly Drawings.
- B. The Contractor shall provide the labor and materials to measure and make a written report of the ground resistance after the structure is erected, but before the overhead ground wire is installed. The method of measuring ground resistance shall be subject to the approval of the Engineer.
- C. The Engineer shall be notified for instructions regarding additional grounding when any structure footing measures greater than 30 ohms. Additional grounding, in the form of ground rods or counterpoise, shall be added when directed by the Engineer.

GB.3 BONDING OF GROUND WIRE

- A. The pole ground wire shall be continuous and not spliced from top of pole to the pole grounding assembly. Should damage occur during erection of the structure, the pole ground wire may be spliced with the Engineer's approval.
- B. Hardware shall be bonded to the pole ground wire as shown on the Drawings. The ground wire shall clear any unbonded hardware by at least 3 inches.

End of Division GB.

DIVISION IH

INSULATOR AND HARDWARE ASSEMBLIES

IH.1 GENERAL

This division covers the installation of all insulator and overhead shield wire support assemblies and all associated hardware.

IH.2 MATERIALS

The suspension insulators and hardware are as shown on the Assembly Drawings.

IH.3 INSTALLATION

- A. All insulators and hardware shall be cleaned of oil, dirt, paper, tape or other foreign materials. Porcelain shall be bright and clean. Only clean, non-abrasive rags shall be used to clean the insulators. Any insulator having the surface glaze damaged in any way shall be replaced by Contractor at no additional expense to the Owner.
- B. Assembled strings of insulators shall be lifted by the upper units in such a manner to not introduce sharp bends or damage ball and socket joints or to flatten the cotter keys. Insulator strings may be securely tied to arms and lifted with the supporting structure, however, care shall be taken in releasing the strings so as to not suddenly drop the insulators into position and risk damaging them. Any insulators which have been dropped shall be removed from the project and replaced at Contractor's expense.
- C. Cotter keys, bolts and pins shall be installed with an orientation to facilitate hot line maintenance with heads of keys facing the pole and shall be fully seated.
- D. Insulators or hardware which are found to be dirty or damaged on final inspection shall be cleaned or replaced as required at the Contractor's expense.
- E. Ground connections shall be securely made for all surge arresters.
- F. Post insulator mounting bolts and studs shall be installed per manufacturer's instructions and securely tightened.

End of Division IH.

DIVISION MS

MISCELLANEOUS ITEMS

MS.1 GENERAL

This division covers the miscellaneous work items required during construction related to special construction procedures and practices.

MS.2 WORK ON ENERGIZED LINES

- A. Portions of the construction work will be performed adjacent (parallel) to energized lines. Removals of existing structures, shoo-fly erection, and temporary line deadending shall be done under outages or under "hot-line" methods, as approved by the Owner.
- B. All work on energized lines shall be coordinated with the Engineer and the Owner for a review of construction sequence and schedule.
- C. Line outages for distribution lines will be allowed on a day-to-day basis. Line outages to individual consumers shall be scheduled with the Owner, and the consumer with at least two weeks notice.
- D. All work on energized lines shall be performed to meet at a minimum the safety rules of the NESC and the safety rules and regulations prescribed by the Owner for its own employees. A copy of the rules and regulations may be examined at the office of the Owner.

MS.3 FENCES & GATES

- A. The Contractor shall install fences and gates per the Assembly Drawings and as located on the Plan & Profile Drawings.
- B. All permanent fences and gates shall be repaired or replaced as needed, prior to the Owner's acceptance.
- C. Fence grounds shall be installed according to the Assembly Drawings at locations shown on the Plan & Profile Drawings and the staking sheets.

MS.4 MISCELLANEOUS CONSTRUCTION

- A. Aerial marker balls shall be installed according to the Assembly Drawings at locations shown on the Plan & Profile Drawings and on the Staking Sheets.
- B. Aerial structure numbers shall be installed both ahead and back line on every fifth structure on the crossarm (or jumper support arms). For structures without arms, install the numbers directly on the pole midway between conductor location and pole top.

MS.5 CLEANUP

- A. At the completion of the work in this Contract, the Contractor shall clean up the line and its route to the complete satisfaction of the Engineer/Owner. All reels, crates, and other packing material shall be picked up and disposed of or burned. Any excess material shall be removed from the property of the Owner, or from the right-of-way. Fences shall be repaired, road ditches or other drainage ways cleared, and roadways repaired to their pre-construction state.
- B. The Contractor shall restore to original condition any fencing, landscaping, trees, shrubbery, and vegetation disturbed during the construction operation, which was not specified to be cleared.

End of Division MS.

DIVISION RW
RIGHT-OF-WAY

RW.1 GENERAL

- A. This division covers work related to access along the right-of-way, structure site clearing for construction space, tree trimming, topping and cutting for electrical clearance and restoration work.
- B. Right-of-way width is 25 feet (twenty-five feet on either side of centerline).
- C. The Contractor shall conform to all specific agreements made between Owner and land owner regarding access, protection of property, and restoration.
- D. To minimize damage to soils, no work on the right-of-way will be allowed when in Owner's judgement wet conditions will result in excessive rutting or damage. Extension days for Contract completion will be granted should work be stopped, but no additional compensation will be allowed.
- E. Where the right-of-way of the Project traverse cultivated lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. The Contractor shall be responsible for all loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the Project. Contractor shall obtain written damage releases from each landowner prior to final payment.

RW.2 CLEARING

- A. Clearing construction units are detailed on the Drawings. Tree and brush clearing shall be done by cutting above ground line. Clearing with bulldozers or other methods which disturb the top soil shall not be allowed.
- B. Clearing of structure sites shall be the minimum needed for construction. Edges of clearing shall be irregular to maintain a more natural appearance.
- C. Midspan clearing for electrical purposes shall be primarily tree topping and minimized to maintain a more natural appearance.
- D. The Owner shall designate areas for clearing, topping and cutting on the Plan and Profile sheets and with markings in the field if required for clarification. Contractor shall have adequate and competent supervision to assure that only the designated areas are cleared.
- E. Once the conductors are strung and sagged, additional tree cutting may be required based on need for electrical clearance. If such additional cutting is within an area already cleared, no additional compensation will be due.
- F. Cleared branches shall be shredded and scattered across the right-of-way so as to avoid unsightly piles and to aid in future natural deterioration.

- G. Trees of commercial size (greater than 8") shall be limbed, cut into logs and stacked for ultimate disposal by the Owner.
- H. Trees of non-commercial size shall be bucked and stacked in 4 foot lengths and left for property owner's use as firewood.
- I. Trees on slopes greater than 35° may be felled and limbed to lie flat on the ground and left.
- J. Burning of slash shall not be allowed.

RW.3 ROADS

- A. Existing roads, trails and overland access on the undisturbed right-of-way will in general be used.
- B. New roads will be minimized and are only to be built where shown, specifically, on the Plan and Profile sheets and where flagged on the ground.
- C. New roads shall be simple trails cut from native material built to accommodate the needed construction traffic. No imported material or gravel is anticipated. Roads shall be ditched and water barred as required to prevent erosion.
- D. Culvert pipes, where required by the Owner, shall be installed to drain properly and with sufficient cover to carry anticipated construction traffic. Backfill shall be compacted and prepared to assure long term life of the culvert installation. Pipes which are installed and then damaged during construction shall be replaced by the Contractor at his own expense.
- E. Trees and brush shall be cleared prior to road building. Wood slash and other organic materials shall not be worked into the road bed.
- F. Pay Bid Unit for roads shall include all clearing, ditching, water bars and final grading, including rebuilding if necessary because of construction traffic.

RW.4 FENCES AND GATES

- A. The Contractor shall use existing gates. Temporary gates if required shall be Contractor-furnished.
- B. Permanent new gates shall be installed according to the Assembly Drawings at locations specified by the Owner.
- C. All permanent fences and gates shall be repaired to original condition or replaced as needed, prior to the Owner's acceptance.

RW.5 CLEAN-UP

- A. All construction related debris and litter shall be promptly (i.e. on a daily basis) removed from the right-of-way.

- B. At the completion of the work in this Contract, the Contractor shall clean-up the line and its route to the complete satisfaction of the land owner and the Owner. All reels, crates, and other packing material shall be disposed of. Any excess material shall be removed from the property of the Owner, or from the right-of-way. Fences shall be repaired, road ditches or other drainage ways cleared, and roadways repaired to their preconstruction state.
- C. The Contractor shall restore to original condition any fencing, landscaping, trees, shrubbery, and vegetation disturbed during the construction operation, which was not specified to be cleared.

RW.6 RESEEDING

- A. The Contractor shall, prior to reseeding, grade out all ruts and other damage to the soil, repair road surfaces and in general clean-up the right-of-way as required. However, grading may not be necessary in areas where existing vegetation has not been destroyed provided that soil erosion by way of ruts and tracks is not a problem.
- B. Grading in itself should provide an adequately firm seedbed. However, final firming before seeding will be required if the weight of a person walking on site cause the sole of the shoe to sink into the soil over 1/2 inch.
- C. To minimize weed growth and aid in success of reseeding, the date of seeding should be as soon as construction is completed and before winter limits access. Reseeding shall follow close behind complete construction. Frost is not a concern. Seeding left for the following year shall be done before mid-June.
- D. Either hydroseeding or hand broadcast seeding is acceptable. Raking may be required on steeper slopes. Fertilizing shall be required where benching or reshaping has brought subsoil to the surface. Fertilizing can be either hand broadcast or applied with the mulch. Use 200 lbs/acre of 18-46-0.
- E. Seed mixture will in general be specified by qualified range and pasture consultants retained by Owner based on site specific requirements. Typically 30 lbs. per acre as measured on a PLS (Pure Live Seed) basis will be required.
 - 1. On pasture, hay land and plantings the mixture shall match existing vegetation.
 - 2. For native vegetation areas, seed mixture will vary with elevation and soil.

This completes Division RW.

DIVISION WP

WOOD POLES AND POLE FRAMING

WP.1 GENERAL

This division covers the installation of wood poles and all required pole framing materials to complete the wood structures ready for conductor, OHSW and associated support hardware, as indicated on the Assembly Drawings.

WP.2 MATERIALS AND STAKING

- A. Poles, arms and braces shall be Douglas Fir treated to conform to the latest revision of RUS 1728F-700 specification. Tangent and angle poles shall be drilled prior to treatment according to the attached drilling guide drawings. Deadend poles may be field drilled and treated by the Contractor.
- B. Wood pole locations and guy intersections with grade shall be staked by the Owner along with reference stakes for the poles. Contractor shall protect all stakes during construction. Any stakes which are disturbed by construction shall be restaked by the Owner at the Contractor's expense.
- C. All arms, braces and other pole framing materials shall be as indicated on the Assembly Drawings.

WP.3 INSTALLATION

A. Wood Poles

- 1. Extra heavy, choice, close-grained poles shall be reserved for angles, crossings, and dead-ends. Care shall be taken to place properly framed poles at the specified locations. Poles at each structure shall be matched as closely as possible in dimension and appearance.
- 2. At no time shall poles be allowed to lie in or under water. Poles shall be stored in such a fashion as to be elevated above the ground. When placing poles along the line route, care shall be taken to place poles in an area which is dry and level. Poles shall not be dragged along the ground
- 3. Setting depths for poles shall be as follows: (10% of length plus 2 feet).

Pole Length (feet)	Setting Depth (feet)
35	6.0
40	6.0
45	6.5
50	7.0
55	7.5
60	8.0
65	8.5
70	9.0
75	9.5
80	10.0
85	10.5
90	11.0
95	11.5
100	12.0
105	12.5
110	13.0
115	13.5

Pole setting depth for multi-pole structures shall be adjusted on sloping ground so that points of wire attachment are at the same elevation. For side slopes less than or equal to 2 feet, one pole shall be set high and the other set low or an equal amount. For side slopes greater than 2 feet, poles of different length will be used and setting depths adjusted a maximum of 1 foot high and low to achieve same elevation at point of wire support. Pole setting depths in rock may be reduced up to two feet with the approval of the Owner. Excavations which are partially earth and rock shall not qualify for this setting depth reduction. Rock is defined as material requiring blasting or impact equipment for excavation.

4. The tops of poles shall not be cut, except under very exceptional conditions and upon approval of the Engineer. Multi-pole structures on sloping ground may occasionally require cutting of pole tops to achieve neat appearance. If cutting is deemed necessary, the pole top shall be covered with a mastic type cap. Under no circumstances shall the butt of any pole be cut.
5. Field drilled hole diameter shall be 1/16" larger than specified bolt diameters. Drilling drift tolerance shall be no larger than 1/4" from entrance to exit. Hole location tolerance shall be no larger than 1/4" from its roof dimension. Crossarm holes shall be drilled from the respective crossarm attachment side.
6. All field drilled holes in the wood poles shall be thoroughly treated with pentachlorophenol solution. All unused holes in the poles shall be plugged prior to erection, using pentachlorophenol treated wood dowels. Field cut gains shall be painted with pentachlorophenol.
7. Pole tongs shall not be used on the wood poles. Cant hooks may be used with caution, however, poles with indentations caused by Contractor handling which equal or exceed 1/2" in depth must be replaced by the Contractor.
8. Guyed poles shall be raked as shown on the drawings. Raking shall be done before backfill and tamping.
9. Pole holes shall be not less than 8 inches larger than the butt diameter of the pole, and shall be at least as large at the bottom as at the top.
 - a. Backfill of each hole shall be pneumatically tamped and two tampers shall be used with each shoveler. Commencing at the bottom of the hole, both tampers shall be operated continuously. Above ground level, the backfill shall be extended to form a cone of earth one foot high with a 2 to 1 slope.
 - b. All holes shall be dewatered and backfilled with native soil and all pole holes in rock shall be inspected by the Engineer before being backfilled. No organic substance shall be permitted in the backfill area. Care must be exercised to prevent damage to the pole ground and butt wrap. All backfill material shall contain sufficient moisture (not to exceed 8%) to achieve maximum compaction density.
 - c. The bottom of the pole hole shall be leveled and tamped in undisturbed earth. Holes that are mistakenly overexcavated shall be backfilled and compacted with rock backfill to the specified grade at no expense to the Owner.
 - d. Excess excavated material shall be spread uniformly over the structure site and made ready for reseeding.
 - e. If the adequacy of the native soil materials is questionable, the Owner shall be notified prior to setting of poles so that special rock backfill if needed can be specified.
10. Setting tolerances shall be as follows:
 - a. Structures shall be set within 3" of specified centerline.
 - b. Each pole shall be within 3" of the correct location relative to the other poles at a structure.
 - c. Location of arms, braces and pole bands shall be within 1" of specified location shown on the drawings.
 - d. Setting depth of poles shall be within 3" of the specified depth as adjusted for the slope.
 - e. Poles not to be raked shall be installed plumb. A pole is considered plumb if a plumb

line from the center of the pole top falls within 3" of pole center at ground line. Pole plumbing shall not be allowed after compaction has begun.

B. Crossarms, Braces and Pole Bands

1. Crossarms, braces and pole bands shall be installed according to the Assembly Drawings.
2. Crossarms and braces shall be installed without undue forcing and in such a manner to not damage the bolt threads or bend the bolts. Misfits will not be allowed and any corrections shall be as directed by Owner and at Contractor's expense.
3. Pole through-bolts must be of proper length. Through-bolts, when installed in the structure, shall extend at least 1/2 inch, and no more than 2-1/2 inches, beyond the tightened regular nut. The Owner may modify lengths to suit special requirements.
4. Type MF locknuts shall be used throughout and shall be thoroughly tightened so that the concave surface deforms to match the face of the regular nut.

C. Davit Arms

1. Where arms to be mounted on uneven pole surfaces, metal shims shall be used to field adjust arms to proper orientation and alignment.
2. Davit arms shall be installed according to the Assembly Drawings. Longitudinal alignment tolerance shall not exceed 2" between davit arms.

D. Grounding

1. Grounding leads, connections to bolts, anchors and equipment, ground lead stand-offs, butt coils; wire and staples shall be installed as indicated on the Assembly Drawings.
2. The Contractor shall measure and make a written report of ground resistance at each structure prior to installation of overhead shield wires. This cost is included in the grounding Bid Unit.

E. All poles shall have appropriate date nails installed. Cost is to be included in pole unit price.

F. Crushed Rock Backfill Foundation

1. Crushed rock aggregate shall conform to the specifications shown on the Assembly Drawing.
2. Crushed rock backfill may be installed under guyed poles where additional soil bearing strength is required, as specified by the Engineer.
3. Pole holes where this backfill is required shall be minimum one foot deeper than the standard depth specification. The additional depth shall be filled with the specified aggregate while being tamped as described above. Poles shall be set directly on the crushed rock such that the pole ground line is at surface level.
4. Engineer shall inspect and provide written approval of all crushed rock backfill prior to pole placement.

G. Concrete Backfill Foundation

1. Where required by the Drawings the work shall include furnishing and placing complete concrete backfill with all form work, reinforcing steel and accessories, grout, joint filler and other items as shown on the Drawings.
2. All concrete design shall be based on ACI 318 with minimum 28 day compressive strength of 3500 psi. Reinforcing steel shall conform to ASTM A615 Grade 60.
3. Concrete shall be placed in compliance with the recommendations of ACI 304 and as shown on the Drawings and related Specifications.

END OF DIVISION WP

APPENDIX

AP.1 DRAWINGS FURNISHED DURING CONSTRUCTION

- A. Vendor drawings for Owner-furnished major equipment provided by the manufacturer shall be made available to the Contractor.

AP.2 STANDARD FORMS USED DURING CONSTRUCTION

- A. During execution of the construction work, the Contractor shall use the following standard forms:
 - 1. Material Receipt Form (page AP-1)
 - 2. Change Order Form (page AP-2) (Also available in spreadsheet format)
 - 3. Daily Construction Report Form (page AP-3)
 - 4. Application for Progress Payment (page AP-4) (Also available in spreadsheet format)
 - 5. Certificate of Contractor (page AP-6)
 - 6. Waiver and Release of Lien (page AP-7)
 - 7. Certificate of Completion (page AP-8)
 - 8. Field order (page AP-10)
 - 9. Sag Report (page AP-11)

DATE _____

—

FOR

OWNER

Contractor
Address
Phone:
Fax:

CHANGE ORDER # 1	DATE:
	SHEET NO.: 1 of 1
	REFER TO ITEM NO.: Description

PROJECT:

CONTRACT NO.:

CHANGE:

REASON FOR CHANGE:

CHANGE AUTHORIZED BY:

Contractor

Owner

By:

By:

ITEMIZED COST OF ABOVE ORDER:

[illegible]

Contractor

By:

DAILY CONSTRUCTION REPORT

DATE _____

DAY	Su	M	T	W	Th	F	Sa
-----	----	---	---	---	----	---	----

PROJECT _____

JOB NO. _____

CLIENT _____

CONTRACTOR _____

PROJECT MANAGER _____

WEATHER

TEMP.

WIND

HUMIDITY

Clear	Ptly. Cloudy	Overcast	Rain	Snow
25-40	40-60	60-80	80-100	100+
Still	Moder	High	Report No.	
Dry	Moder	Humid		

AVERAGE WORK FORCE

Name of Contractor	Non-Manual	Manual	Remarks
--------------------	------------	--------	---------

VISITORS

Time	Representing	Purpose	Remarks
------	--------------	---------	---------

EQUIPMENT AT THE SITE

[illegible]

DISTRIBUTION

1. Engineer
2. Client
3. File
4. Proj. Mgr.
5. Field Office

Page ____ of ____ Pages

BY _____ TITLE _____.

PROJECT:
(Name & Address)

TO (Owner)

ARCHITECT:

ARCHITECT'S PROJECT NO:

W.O. NO: (Distribution)
(Transmission)

CONTRACTOR:

CONTRACT FOR:

APPLICATION DATE:

APPLICATION NO:

ATTN:

PERIOD FROM:

TO:

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner --		ADDITIONS \$	DEDUCTIONS \$
TOTAL			
Subsequent Change Orders			
Number	Approved (date)		
TOTALS		0.00	0.00
Net change by Change Orders			0.00

State of: County of:

The undersigned Contractor certifies that the work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

Contractor: 0

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G702A, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$ 0.00

Net change by Change Orders \$ 0.00

Less Owner Furnished Material \$ 0.00

CONTRACT SUM TO DATE (Less OFM) \$ 0.00

TOTAL COMPLETED AND STORED TO DATE \$ 0.00
(Column G on G702A)

RETAINAGE 10% \$ 0.00
(Retainage calculated on Labor and CFM
as noted in Column I on G702A)

TOTAL EARNED LESS RETAINAGE \$ 0.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00

CURRENT PAYMENT DUE \$ 0.00

Subscribed and sworn to before me this day of , 20

Notary Public:

My Commission expires:

By:

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

Architect:

By:

- ☐ Owner
☐ Architect
☐ Contractor
☐
☐

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

AIA Document G702 * Application and Certificate for Payment * March 1971 Edition * AIA

1971 * The American Institute of Architects, 1735 New York Ave., N.W., Washington, D.C. 20006

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 0

AP-4

CERTIFICATE OF CONTRACTOR

_____ certifies that he is the _____
_____ of _____,
Title of Office Name of Contractor

the Contractor, in a Construction Contract No. _____ dated _____, 20____ entered into between the Contractor and City of Gunnison, the Owner, for the construction of a Project, known as the 2023 Distribution Circuit Improvements; and that he is authorized to and does make this certificate on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full, that the names of manufacturers, materialmen, and subcontractors that furnished material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the releases of liens executed by all such manufacturers, materialmen and subcontractors have been furnished the Owner.

_____ Date _____ Signature

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned _____
(Name of Manufacturer, Materialman or Subcontractor)

furnished to _____ the
following: _____ for use
(Kind of Material and Services Furnished)

in the construction of a project belonging to the City of Fountain, and designated as the West Fountain
Substation.

NOW THEREFORE, the undersigned, _____,
(Name of Manufacturer, Materialman or Subcontractor)

for and in consideration of \$ _____, and other good and valuable consideration, the receipt
whereof is hereby acknowledged, do(does) hereby waive and release any and all liens, or right to or claim of
lien, on the above described project and premises, under any law, common or statutory, on account of labor or
materials, or both, heretofore or hereafter furnished by the undersigned to or
for the account of said _____ for said project.
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20_____.

Name of Manufacturer, Materialman or Subcontractor

By _____
President, Vice-President, Partner or Owner. Or, if signed by other than one of the foregoing, accompanied by
power of attorney signed by one of the foregoing in favor of the signer. (Use designation applicable.)

CERTIFICATE OF COMPLETION - CONTRACT CONSTRUCTION

I, the undersigned Engineer of the following project, do hereby certify that:

- 1. The construction provided for pursuant to Construction Contract No. _____ ,
dated _____ , 20____ , including all approved amendments, between
_____ ("Owner") and _____ ("Contractor")
has been completed as of _____ , 20____ , and is in compliance with the
provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all
modifications thereof.*
- 2. Payment in full has been made to all persons who have furnished labor for the project.*
- 3. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and
subcontractors furnishing services or materials which were employed by the Contractor in the performance of
the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.*
- 4. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary
of all units of construction in the project and of all work performed in accordance with the Construction
Contract.*
- 5. If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show
the accurate location, number, and kind of all units of construction of the project and show all work performed
in accordance with the Construction Contract.*
- 6. All defects in workmanship and materials reported during the period of construction of the project have been
corrected.*
- 7. The total cost of the project as completed is _____ dollars
(\$ _____).*

Dated this _____ day of _____ , 20____.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Date</i>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Name of Engineer</i>
	<i>By</i> <hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <i>Title</i>

CERTIFICATE OF COMPLETION
CONTRACT CONSTRUCTION
(continued)

We, the undersigned Owner and Contractor, do hereby certify that:

1. *The project has been completed in accordance with the provisions of the Construction Contract, dated*

_____, 20____, provided, however, that acceptance of the project by the Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or, materials discovered within one year after the date of completion.

2. *If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of work performed in accordance with the Construction Contract.*

<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;"><i>Date</i></p>	<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;"><i>Owner</i></p>
<hr style="border: none; border-top: 1px solid black;"/> <p style="text-align: center;"><i>Date</i></p>	<p>By <hr style="border: none; border-top: 1px solid black;"/></p> <p style="text-align: center;"><i>President</i></p> <p><hr style="border: none; border-top: 1px solid black;"/></p> <p style="text-align: center;"><i>Name of Contractor</i></p> <p>By <hr style="border: none; border-top: 1px solid black;"/></p> <p><hr style="border: none; border-top: 1px solid black;"/></p> <p style="text-align: center;"><i>Title</i></p>

FIELD ORDER NO. _____

TO: _____

Date: _____
Project No.: _____
Project: _____
Contractor: _____
Constr. Coordinator: _____

Description of Alteration:

Reason for Alteration:

Refer to Drawing Sheets: _____ Section or Detail: _____

Refer to Specifications Paragraphs: _____

Will Additional Drawings be Necessary? Yes _____ No _____ Assigned No. of Drawings: _____

It is understood and mutually agreed that this form is to be used only to record alterations which do not increase or decrease the contract price or change the intent of a specific provision of the contract unless written notice is received by the Engineer within 15 days from the date of this Field Order. Any alterations involving change to the contract price or contract requirements must be covered by a formal Contract Modification executed by the Owner and the Contractor. A summation of these field orders will be incorporated into a modification(s) prior to contract completion.

CONSTRUCTION COORDINATOR:	CONTRACTOR:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAG REPORT

CLIENT _____ JOB.NO. _____

PROJECT _____ DATE _____

MADE BY _____ SHEET _____ OF _____

WIRE TYPES

TRANSMISSION

CONDUCTOR _____

OHW _____

UNDERBUILD

CONDUCTOR _____

NEUTRAL _____

SPAN DATA 1

LOCATION _____

SPAN LENGTH _____ ft.

RULING SPAN _____ ft.

REQUIRED SAGS AND 3rd WAVE RETURN TIMES

MEASURED TEMPERATURE _____ F

TRANSMISSION

CONDUCTOR _____ ft. _____ sec

OHSW _____ ft. _____ sec

UNDERBUILD

CONDUCTOR _____ ft. _____ sec

NEUTRAL _____ ft. _____ sec

* TIME (SEC) = $2.9907 \times (\text{SAG (ft)})^{.5}$

MEASURED 3rd WAVE RETURN TIMES AND SAGS

TRANSMISSION

CONDUCTOR _____ sec. _____ ft. _____ ft.

OHSW _____ sec. _____ ft. _____ ft.

UNDERBUILD

CONDUCTOR _____ sec. _____ ft. _____ ft.

NEUTRA _____ sec. _____ ft. _____ ft.

**Sag (ft) = $0.1118 \times [\text{time (sec)}]^2$

REMARKS: _____

SPAN DATA 2

LOCATION _____

SPAN LENGTH _____ ft.

RULING SPAN _____ ft.

REQUIRED SAGS AND 3rd WAVE RETURN TIMES

MEASURED TEMPERATURE _____ F

TRANSMISSION

CONDUCTOR _____ ft. _____ sec

OHSW _____ ft. _____ sec

UNDERBUILD

CONDUCTOR _____ ft. _____ sec

NEUTRAL _____ ft. _____ sec

* TIME (SEC) = $2.9907 \times (\text{SAG (ft)})^{.5}$

MEASURED 3rd WAVE RETURN TIMES AND SAGS

TRANSMISSION

CONDUCTOR _____ sec. _____ ft. _____ ft.

OHSW _____ sec. _____ ft. _____ ft.

UNDERBUILD

CONDUCTOR _____ sec. _____ ft. _____ ft.

NEUTRA _____ sec. _____ ft. _____ ft.

**Sag (ft) = $0.1118 \times [\text{time (sec)}]^2$

REMARKS: _____



**Request
for
Proposals
Construction Services
For
Distribution Circuit
Improvements
The City of
Gunnison,
Colorado**

April 3, 2023

**This booklet is to be used as a guide in preparing bid documents for
professional services**

Invitation to Bid

The City of Gunnison, Colorado ("the City") is seeking proposals from qualified construction contractors ("Contractor") for reconductor work and pole replacements. Proposals must be sealed and received by the City by 1:30 p.m. on May 1, 2023. Bids shall be in one envelope with "City of Gunnison Electric Department Construction Services for Distribution System Improvements" clearly marked on the outside of the envelope.

Overview

The City of Gunnison Electric Department is an electric utility serving approximately 4600 metered electric customers in and around the city limits of Gunnison, Colorado. The City does not generate its own power; it is purchased wholesale and delivered via transmission lines to two (2) substations on our system. Currently, power is distributed to our customers via seven (7) feeder circuits. Gunnison owns and operates two (2) substations with a 115KV transmission tie to the WAPA transmission grid. The City recently completed a 10-year distribution planning study that identified the following projects needed to be done in the 2023 calendar year to continue providing adequate electric service to their consumers:

1. Reconductor of 0.55 miles of the Alco Feeder.

In addition to the projects listed within the planning study, The City has also identified the following maintenance-based projects.

1. Replacement of five (5) poles nearing their useful end-of-life.

The locations of the projects may be seen on the included KMZ file.

Questions

Proposers with questions regarding this RFP may submit their questions via email no later than Friday, April 21, 2023. Inquiries received after this time may not be considered. All inquiries and requests for information/clarification regarding this RFP must be submitted by email to Will Dowis at wdowis@gunnisonco.gov with "Electric Department Construction Services for Distribution System Improvements" in the subject line. Responses will be posted on BidNet.

Opening

The opening will not be a public bid opening as it will include a review of costs, schedule, qualifications, and the possibility of short list interviews.

Scope of Work

The project has been broken into two sub-projects, which are listed below. In both projects, the contractor is responsible for the following items:

- Creating and executing traffic control plans where needed.
- Scheduling outages with the City. The City will create and execute switching orders to isolate where feasible.
- 'Topping' or cutting off the top of the old poles to allow adequate clearance and working distances for the transfer of the joint use at a later date.

- The City will procure the poles, switches, and other major materials. The contractor will maintain truck stock type items (misc. incidental items). The Contractor is required to furnish proper labor, and equipment to complete the work.
- City will dispose of materials, but contractor is required to bring old materials to City yard at 1100 W Virginia Ave, Gunnison, CO.

Pole Replacement

Pole replacements are expected to be like-for-like or similar framing. The new poles may need to be a taller height and stronger class than is currently installed. The standard pole provided to the contractor will be 40 feet in length. If there are clearance issues present, Gunnison will provide a 45 foot pole. It is expected that poles will not exceed the 45 feet in height.

The list of poles in order of The City's priority is:

1. Rio Grande & 10th Pole
2. Subway Pole
3. Rio Grande & 11th Pole
4. 100 South 8th Pole
5. Denver & Colorado Pole

Bidders shall submit a single cost for the replacement of poles.

Alco Feeder Reconductor

The reconductor will replace the existing 1/0 three-phase with 477 ACSR three-phase. The total length of the project is approximately 0.55 miles. The City will be responsible for approving the construction for the reconductor job. The City will also procure all required permitting necessary for the Contractor to perform the work.

Schedule

The upcoming schedule of events is tentatively scheduled as follows:

- RFP issued – April 3, 2023.
- Onsite pre-bid meeting - Monday, April 17, 2023 at 9:00 a.m.
- Written questions due by – April 21, 2023.
- Responses to questions published – April 25, 2023.
- RFPs due – May 1, 2023 by 1:30 p.m.
- Bids opened – May 1, 2023 at 2:00 p.m.
- Award of Contract via City Council – May 9, 2023.
- Contract and Bonds due May 24, 2023
- Issuance of Notice to Proceed – on or before June 12, 2023.
- All items of work competed completed by October 20, 2023
- Project close out completed by October 31, 2023.

General Instructions

1. **Authorized Representative.** All Bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement.
2. **Withdrawal.** Bid(s) may be withdrawn up to the date and time set for closing upon written, faxed or e-mailed notice to the City. Negligence upon part of the Bidder in preparing their Bid(s) shall not constitute a right to withdraw a Bid(s) subsequent to the Bid opening. A conditional or unqualified Bid may be cause for rejection.
3. **Acceptance of Bid.** Only Bids properly received will be accepted. Any Bid received after the time and date specified shall not be considered.
4. **Conflict of Interest and Good Faith:** Respondents must declare among their team any business entity or individual who is associated with, or is in any way likely, to create a conflict of interest, a perception of conflict of interest or whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect. Failure to comply with this provision may result in disqualification of the Bid from the RFP process or, if the City becomes aware of breach of this provision after the detailed Bid has been requested, disqualification from the further processes.
5. **Bonds:**
 - Bid Bond** - A bid bond of 5% (five percent) of the project cost is required. Completed bid bond with Surety information is required with official bidding documents submitted by the closing time listed in the Instructions to Bidders section of this document.
 - Performance Bond** - A performance bond of 50% (fifty percent) of the contract is required. Performance bond will be completed within 10 (ten) calendar days after notice of award.
 - Payment Bond** - Payment Bond is required for this project. Payment bond is required to be furnished within 10 (ten) calendar days after notice of award.
6. **Investigation of Qualifications.** The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.
7. **Time for Contract Award.** Should there be any reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidders. Notwithstanding the foregoing, nothing herein shall be construed to obligate the City to award a Contract to any Bidder should the City determine that it is in its best interest to do otherwise.
8. **Permits:** Permits will be provided to the Contractor by the City of Gunnison.
9. **Supervision** - The contractor will supervise and direct the work. Contractor will be solely responsible for the means and methods, techniques, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. The supervisor shall not be changed except with the consent of the city representative, unless the supervisor has proven to be unsatisfactory to the contractor and ceases to be in his employ. The contractor will maintain hard copies of project documents and exhibits onsite and available for review at all times. The City of Gunnison reserves the right to inspect the work at all times.
10. **Subcontracting** – The contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The contractor shall not award work to subcontractor(s) in excess of 50% (fifty percent) percent of the contract price without prior written approval of the owner. The contractor shall be fully

responsible for the acts and omissions of subcontractors, and or persons either directly or indirectly employed by them. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor. Nothing contained in this Contract shall create any contractual relations between any subcontractor and the owner. Subcontractors are subject to the approval of the OWNER.

11. **Safety and Protection** – The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to the General Public and all employees on the work and other persons who may be affected thereby; Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property.
12. **Quality control** will be the responsibility of the Contractor to ensure compliance with the plans and specifications. Contractor will identify in writing individuals who will carry out these duties and have the experience managing quality control on similar types of projects. Owner may at any time enter work sites to inspect, test, and/or verify work and materials for the project as part of quality assurance to verify quality control is adhered to. Any testing, sampling, or inspection by the owner does not relieve the contractor of quality control responsibilities.
13. **Immigration Compliance:** Contractor agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-101(5).
14. **Confidentiality and Privacy:** Information provided to a Respondent by the City or acquired by a Respondent by way of further inquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the City. The Respondent shall not make any statement of fact or opinion regarding any aspect of the RFP and any subsequent proposal to the media or any member of the public without the prior written authorization of the City.
To the extent permitted, the City shall treat all submissions as confidential. However, the Respondent is advised that any information contained in any submission may be released if required by City policy or procedures, by other authorities having jurisdiction, or by law, such as the Colorado Open Records Act.
All Proposals submitted to the City will be kept in confidence with the City administrators for the sole purposes of evaluating and developing the best possible strategic option for the City. Submitted Bids will become the property of the City; none will be returned. The City will have the right to make copies of all Bids for its internal review process and to provide such copies to its staff, legal, technical and financial advisors and representatives. If the application contains any proprietary or trade secret information, said information must be indicated as such.
15. **Insurance:** Contractor shall be required to carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, Contractor will provide insurance certificates to City, listing City as an additional insured, for the coverage required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to City. Contractor shall not allow any approved subcontractor to commence work on a subcontract until all similar insurance required of subcontractor has been so obtained and approved.

Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000); and for an injury to two or more persons in any single occurrence, the sum of One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,095,000).

Comprehensive Automobile Liability Insurance on all vehicles used in the Services, in an amount no less than Four Hundred Twenty-Four Thousand Dollars and No Cents (\$424,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million One Hundred Ninety-Five Thousand Dollars and No Cents (\$1,095,000) for any injury to two or more persons in any single occurrence.

16. **Governing law.** All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Instructions to Bidder

Proposal Package

The following items are part of the proposal for the above noted projects and shall collectively be referred to as the Proposal Package. If any of the following items are not included in the Proposal Package, please contact the City

1. Bid Package
2. Information to Bidders
3. Required Bid Form
4. KMZ File with linked photos

Proposal Format

Submittals shall be limited to 10 single-sided pages using a minimum of 11-point font, although they may be printed in a two-sided format. Page count does not include the transmittal letter, resumes, past project descriptions, front and back cover, and table of contents and divider pages, if used.

Prebid Meeting

A on-site pre-bid meeting will be hosted to allow site visits to any of the locations that bidders may have questions about on Monday, April 17, 2023 at 9a.m. Bidders are also encouraged to familiarize themselves with the challenges of working within Colorado's Rocky Mountains and specific challenges of working within the city limits of Gunnison. A map of all locations has been provided if the bidder chooses to visit the site.

Submission Procedure

Proposals must be sealed and received by the City by 1:30 p.m. on May 1, 2023. Bids shall be in one (1) envelope with "City of Gunnison Electric Department Construction Services for Distribution System Improvements" clearly marked on the outside of the envelope.

Proposals that are late, incomplete, not properly endorsed or signed, or otherwise contrary to instructions may be rejected by the City as non-responsive.

Bids received by the contractor that are subject to conditions are not in the best interest of the City or the Contractor. Contractors are required to utilize the pre-bid meeting, site visits and the time allotted for questions/answers to minimize assumptions, risk and to provide the city fair bids.

Those desiring consideration shall submit two (2) hard copies of their proposal by the time and date stated above to:

Will Dowis
Superintendent
City of Gunnison Electric Department
1100 W Virginia
Gunnison, CO 81230

Proposals will be opened on May 1, 2023 at 2:00 p.m. All proposals, plans, designs, specifications, maps, analysis, and all other documents and data, including GIS data, created through this project shall become the property of the City at no additional cost.

Bid Form

All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, printed in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one (1) copy of the Bid Form is required.

Proposed Schedule/Work plan

Provide tentative timeline with milestone and expectations from the City (e.g. staff, data, etc.). The project is expected to be substantially completed no later than October 20, 2023.

Proprietary and Confidential Information

Following the award of the bid, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Gunnison assumes no obligation or responsibility for asserting legal arguments on behalf of potential bidders.

Evaluation Process and Selection Criteria

Submittals will be reviewed by a selection committee that will assign points to each criteria based on the content of the proposal. Negotiations will be conducted to determine a mutually satisfactory contract first with the offeror receiving the highest number of points rated by the committee.

Contractual awards will be made to the qualified bidder or whose proposal is most advantageous to the City of Gunnison. Preliminary engineering, design, specifications, and estimates are subject to the approval of the Colorado Department of Health and Environment, local, State, and Federal Agencies. The City of Gunnison reserves the right to reject any and all proposals in whole or in part and to waive irregularities and informalities, at its sole discretion and to the extent permitted by law, if and when it is deemed to be in the best interest of the City.

Selection Procedure

All submittals received by the deadline will be reviewed first for substantial compliance with the RFP and for fulfillment of the mandatory requirements. Submittals that are late, non-compliant, or fail to meet the minimum mandatory requirements will not be evaluated.

Submittals that are timely, compliant, and meet the minimum mandatory requirements will be reviewed by the Evaluation Committee. This Evaluation Committee will include four to six people including staff with the City of Gunnison. The City of Gunnison reserves the right to invite other personnel to review the submittals. However, only members of the Evaluation Committee will grade the submittals. The written submittals will be evaluated and graded in accordance with the Evaluation Criteria.

Submittals will be ranked according to the scores received by the Evaluation Committee. The Evaluation Committee will submit its rankings to the City Manager of the City of Gunnison.

It is anticipated the top three (3) firms receiving the highest score will be shortlisted. Those shortlisted could be invited for a further interview. If a firm is selected as the top choice, the City Manager or designee will then enter into negotiations with the selected firm and continue until a contract is agreed upon. Should contract negotiations not be successful, the negotiations shall terminate and the City Manager or designee shall begin negotiations with the next selected firm. The City shall select the firm deemed to be in the best interest of the City and reserves the right to select direct from proposals received.

Evaluation Criteria

Determination of Responsibility

Determination of the selected proposer's responsibility relating to this RFP shall be made according to the following standards as they relate to the purpose and scope of this RFP:

Qualifications - List the qualifications for each staff person to be assigned to the project.

Experience – Include pertinent information regarding the firm and five projects that your firm has completed in the last 10 years that are relevant to the work outlined in this RFP.

Capacity for Performance – Provide an organization chart that identifies the key staff assigned to the project. Include not-to-exceed two-page resumes for each individual so listed.

Team Availability, Gunnison Background and Location – Location of office where the majority of the work will be performed, staff availability, and past Gunnison utility experience, if any.

Scope, Schedule, and Fee – Provide a proposed scope of services along with the associated schedule and not-to-exceed fee needed to execute your proposed scope of work.

Proposers should ensure that their submittals contain sufficient information for the City of Gunnison to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract. Those desiring consideration should submit two (2) hard copies of their proposal by the time and date stated above.

All submittals will be initially rated on the following system to determine the best offer:

- Qualifications - 25.
- Experience - 25.
- Schedule and Capacity - 10.
- Gunnison Background and Location - 20.
- Fee proposal - 20.

Total points equal 100.

Specifications

1. Intersections and driveways shall be closed only for a minimum amount of time. Prior to initiation of construction, the Contractor shall coordinate driveway closures with property owners with final approval by each City Project Representative. This notification can be verbal or in writing.
2. At the completion of each workday, the Contractor shall clean up all construction materials and leave the construction site in a condition approved by the City Project Representative.
3. Waste material, which is deemed not reusable by the City Project Representative, shall be legally disposed of by the Contractor at his expense.
4. The Contractor shall provide adequate traffic control such that traffic shall be directed through the project with signs, barricades, flag persons or pilot cars when required, or as necessary for the protection of the work and the safety of the public. All traffic control shall be in conformance with the MUTCD, 2009 edition. Should the Contractor be notified of unacceptable traffic control, the Contractor will not be allowed to continue work at that location until the problems are corrected. Failure to correct the traffic control deficiencies before continuance of the work will result in non-payment for the work done at the locations in question. Where needed, "No Parking" signs shall be placed not less than 24 hours in advance of the excavation project and shall state "No Parking, 7:00 a.m. to the completion of the project."
5. No work shall be performed on local streets before 7:00 A.M. or after 7:00 P.M. each workday, Monday through Friday, unless otherwise approved by the City Project Representative. Costs incurred by the City to inspect the work performed outside these hours will be deducted from progress payments to the Contractor. Total cost of such inspection outside normal hours will be deducted through the project's final change order.

6. Work will be allowed on Saturday and/or Sunday as approved by the City Project Representative, 48 hours in advance. Work on Saturday or Sunday will not be subject to City Inspector overtime cost.
7. The City will not be responsible for any construction down time due to failure on the Contractor's part to notify utility companies of conflicts.
8. A daily charge will be made against the Contractor for each calendar day that any work shall remain uncompleted after lapse of the contract completion date. This daily charge will be deducted from any money due the Contractor. This deduction will not be considered a penalty but as liquidated damages. The liquidated damages for this project will be as stated in CDOT Standard Specifications for Road and Bridge Construction, latest revision, Section 108.09 (Failure to Complete Work on Time).
9. Any and all liquidated damages covered or paid by the City to maintain or complete the projects, as agreed upon, will be the full financial responsibility of the Contractor; and the City, at its sole discretion, may charge such financial obligations to the Contractor's Surety or seek judicial remedies in the Gunnison County District Court.
10. The Contractor hereby agrees to be able to commence work and to substantially complete the work by the completion date as set and mutually agreed upon by the parties, subject to such extensions of time as are provided by the General Conditions, Section 108, of the CDOT Green Book.

Materials

The selected Contractors pricing shall be inclusive of all management, operators, tools, supplies, equipment, transportation and labor necessary to ensure timely performance of the required services, unless otherwise specified in a writing by the City to the Contractor prior to the starting the project.

- The City will provide "major" materials for the project, as stated herein.
- The City will provide a disposal site for old poles and hardware materials.



City of Gunnison

Bid Form
City of Gunnison
Construction Services for Distribution System Improvements

1. Project Bid:

Total Bid Pricing: \$628,335.62

Item	Description	Unit Cost
1	0.55 miles 1/0 to 477ACSR upgrade	
2	Pole replacement, single cost for the lot of five (5)	

Note: Bidders should not add any conditions or qualifying statements to this Bid or the bid may be declared irregular as being non responsive to the Bid. The following numbered Addenda have been received and the Bid, as submitted, reflects any changes resulting from those Addenda(s):

Addendum Number	Date of Addendum	Date Received
None	N/A	N/A

Signed:  Title: CEO

Printed Name: Josh Bradford

Firm: Altitude Energy, LLC

Address: 26400 I-76 Frontage Road

City: Keenesburg State: CO Zip: 80643

Date: 05/01/2023 Phone: (720) 618-3252

Email Address: bids@altitudeenergy.com



MEMORANDUM

TO: City Council

FROM: David M. Gardner, PE – Director of Public Works

DATE: April 25, 2023

RE: 6 Month Semi-Annual Report – Public Works

This semi-annual report highlights recently completed and ongoing projects that have spanned over the past 6 months. Most notable are as follows:

General Engineering & Administration

- Utility rates analysis to remain competitive and sustainable
- Weekly Site Plan Reviews
- Administering Right of Way utility permits
- General Public Works Administration (Very Broad)
- Ballot Initiative – Working Street committee.
- Restructuring Water/Sewer department
- Quarterly and Annual reports to CDOHE on Gunnison Tree Dump stormwater discharge
- Adjust field crew work schedules for 4 – 10-hour day weeks
- Applied for RAISE grants and TAP grants for Ohio.
- Received \$25,000 from DOLA on the Compost Pad master plan project.
- **Lazy K**
 - Continue working on DOLA close out requirements as project continues to build out.
 - Working with Developer on Phase 3 construction and ROW word for access and drainage
 - Updating LOMAs for Phase 1 with final elevation certificates from private surveyor.
- **Paintbrush**
 - Worked with the developer to complete all items in the DIA.
- **Ohio Ave**
 - Applied for RAISE Grant for \$3million dollars to complete phase 1 from Wisconsin to 11th St. Expected notice of awards in summer of 2023.
 - Repackaged and bid out after deliberations with CDOT about Ad-alternate vs decreased scope.
 - Bids for construction are out and will be received the week of April 10th for 2023 construction.

- **2021 Road and Drainage**
 - Palisades street construction is substantially complete, and crews have demobilized from the neighborhood. Public Works paving is progressing to be completed in October 2022
 - Oversaw construction, project management and implementation of construction contract to be completed this year.
- **Gunnison Rising – Phase 1 and 2**
 - Phase 1 – Working with new CM (Rick Rieken) to develop punch list to complete Phase 1 work.
 - Phase 2 – Reviewing Preliminary Plat, engineering and storm drainage review and comments. Multiple responses and coordination meetings conducted with developer, CM and engineer to keep project moving forward.
- **Sewer Expansion Project**
 - Completed design phase with CMAR in January, not able to negotiate a GMP and developed plan for hard bid approach. 90% design level
 - Have met with Gunnison Rising developer to partner for hard bid and construction for project in 2023.
 - Currently planning to move 90% design document into complete and stamped plans for bidding in May, 2023: pending financial commitment from Gunnison Rising as a partnership.
- **Pavement Maintenance**
 - Working with Street Division with the slurry, and cap-seal program. Contractor A1 is being worked with to piggy-back contract work from Montrose.
 - Pavement striping and marking is planned will be completed as annual work.
- **Water Treatment Plant**
 - Staff has worked with Engineers in the initial phases of Water Treatment Plant preliminary design to identify plant site, wells, and overall needs of the project.
 - Working with Community Development to modify VanTuyl Ranch PUD.
- **Streets**
 - Updated IMS pavement preservation and backlog analysis and developed budget strategies and priorities for funding now versus later to catch up backlog, as part of upcoming ballot initiative for roads funding.
 - Worked with IMS to create a PowerPoint presentation on results of the IMS update.
 - Developed a “storyline” on the past and present of street conditions.
 - Working on Streets Ballot funding group and have been working towards public education and charrette on funding strategies.
- **Transportation, Planning, Community Development, Other**
 - Worked with Community Development as part of Quick Win project types as part of the ACP and safe streets program.
 - Still attending updated with FEMA on the upcoming revision for the Physical Map Revision (PMR) for the 100year floodplain through the city limits.
 - Included consolation with engineering firm to evaluate flood control structure that will be presented to City Council for consideration for special council funding to evaluate impact for City residents.

- Continually attend and contribute to the weekly site development meetings for upcoming development projects that impact City utilities and ROW.
- Assisted Parks and Recreation with RFQ for the Van Tuyl Bridge Replacement. Will attend site walks and help guide engineering consultant to scope, plan, design, and budget for removal of the existing pedestrian bridge and replacement.
- Worked with County staff as part of Phase 1 and Phase 2 for the Sawtooth Affordable housing project on S. 14th.

Water

- New SCADA Vsaas completed- Tanks, lift station and dump station.
- Bulk water Fill orifice plant and screen installed.
- Hydro septic receiving warranty work- Heat trace for water line.
- Water rights on Tomichi and Gunnison.
- Worked with Water Atty to move town pipeline to the Van Tuyl ranch.
- Worked with Water Atty to move wells 11,12,13 to the Van Tuyl ranch.
- Selected JVA to design new WTP.
- Water loss study- in progress to identify water loss sources.
- Master well records book- in progress.
- Metering equipment upgrade.
- Source water protection plan adopted.
- Well 7 VFD has been installed.
- Well 5 sand separator project- in progress.
- 3- Winter water leaks.
- Thawed (3) frozen service lines.
- Updating GIS for water, sewer, storm, ditches.
- General duties.
- Locates and locates and locates, and ... more locates.
- Meter reading and shut offs.
- Gunnison rising Fire hydrant flushing.
- Gunnison rising sampling and testing.
- Working with Tantalus to upgrade software.
- Assisted with snow plowing.
- Fixed (2) fire hydrants that were hit.
- Completed Inventory.

WWTP Laboratory

- Preparing for DMR-QA 43.
- Hired Charles Beshears as the new Laboratory Technician.
- Training Charles Beshears in the Laboratory and on the Metrohm system.
- Training Charles on monthly DMR report preparation.
- Collaboration with the state of Colorado on Covid sampling in Wastewater (send in 2 samples weekly).

Collections

- I/I Study submitted to state.
- Thawed (2) frozen sewer mains.
- Jetted and vac sewer plugs resulting in sewer backing up into residents houses.

- General repairs and problem jetting.
- Thawed numerous storm drains.
- Locates and locates and locates, and ... more locates. Time consuming.
- Created log sheet and SOP for Gunnison Rising on Lift station.
- Completed Equipment and Material Inventory.

Ditches & Water Rights

- Working with Aqua engineering on ditch master plan.
- Working on excel spreadsheet to track water use in ditches.
- Working on administrative grant with Colorado River District.
- Ditch cleaning advertisement to ask residents to clean their ditch.
- Working on Ditch FAQ to be posted on website, and utility bills.
- Drought resiliency plan with upper Gunnison.
- Hired contractor to assist in ditch cleaning.

WWTP

- New SCADA Vsaas Scada system complete.
- Arsenic Study completed and submitted to CDPHE for 2022.
- Working with Aqua Engineering on a discharge Mixing Zone Study. Field study to take place early second quarter of 2023.
- Working with Aqua Engineering on I&I data collection for the 2023 report.
- Working with Hensel Phelps to fix the wash water line at the RV Dump Station.
- Running the plant on a reduced energy consumption.
- On/Off Aeration using new Invent Mixers to achieve a full Nitrogen Cycle and energy savings.
- Routine plant maintenance.
- Maintaining compliance with the discharge permit of the Wastewater Treatment Plant.
- Testing synthetic oil to increase oil life, equipment life, and reduce the cost of purchasing oil.
- Submission of the 2022 Inflow and Infiltration study report to CDPHE.
- Submission of the 2022 Regulation 85 report to CDPHE.
- Submission of the 2022 Regulation 64 report to CDPHE and the EPA.

Electric

- Airport joint solar project is about 95% complete. Waiting on switch gear to finish project.
- New expansion for the North sub is about 98% complete. Just need to finish testing when the weather warms up. Will start the GMAIN sub upgrades late spring early summer.
- The reconductor job for South Rural was completed in December. Starting a new section to reconductor this summer. Phase three of the distribution study.
- Installed several switches in the Distribution system to help balance load and this will also make room for the new EV charging station going to be installed in the summer of 2023 if transformer can be delivered this year.
- Worked with MEAN board to get distributed generation in MEAN community towns.

- Worked with MEAN and board to come up with the green rate which will make Gunnison reach 100% carbon free by April 2023.
- Phase 2 of Lazy K is complete and will start phase three in late spring.
- Gunnison Rising is energized to the BLM building. This will also feed the new lift station for Gunnison Rising. Waiting for GR to finish the distribution line to the development from the North substation.

Fleet

- Performed needed Repairs, Maintenance, and Services on all City Equipment as needed.
- Performed Annual Inspections on Required CDL vehicles.
- Maintained and Repaired Waste Oil Heater in Blue Barn throughout winter (disposed of 2,500-3,000 gallons of waste oil)
- Assisted Streets and Alleys with Snow Removal Operations
- Assisted Jason Kibler with Specs to order a new Refuse Truck (Dumpster Truck replacing unit #102, #102 will become the backup, #132 will be traded or sold)
- Ordered new John Deere Hybrid Loader to replace #16 (Volvo Loader) New loader is estimated to arrive in May 2023
- In process of finding a hybrid pick up to replace #143 (Ford Explorer)
- Assisted Jared Besecker with specs to order a new Mini Excavator for Parks Department
- Ordered new 40,000 lb. capacity 4 post lift to replace current 12,000 lb. capacity lift in shop (waiting on delivery and installation)
- Assisted Wastewater Treatment Plant with the installation of new Blue Star backup Generator.
- Sold retired Police cars #131 and #166, with more equipment to be replaced, more retired equipment will be sold soon.

Streets & Alley

- Performed fall cleanup of town with sweepers.
- Coordinated the fall street painting cycle.
- Assisted Cody with the paving of our public works facility.
- Completed all tree grinding and material crushing at the tree dump.
- Prepared all snow removal equipment for the winter.
- Plowed and hauled snow multiple times.
- Performed annual cleaning of ice for street drainage.
- Attended first aid and CPR training, and safe excavating training.
- Provided trail snow removal and maintenance through the winter months.
- Built and installed new electronic speed sign on Colorado street.
- Built new racks for sign storage.
- Maintained accurate records of snow removal and street repairs to bill the state.
- Assisted Fleet dept. with the ordering of a new loader.
- Ordered a new street sweeper.
- Equipment preparation for the snow season.

Refuse

- Hired and trained a new recycling tech after 18 months of searching.
- Ordered a new trash truck to service dumpsters.
- Ordered and picked up a dozen new dumpsters.

- Maintained trash/recycle service throughout snow removal operations.
- We are expecting delivery of our new trash truck capable of dumping cans any day.
- Worked diligently with finance dept. on the master accounting of all the dumpsters.

Facilities Maintenance

- Rec Center
 - Installed dedicated electrical circuits for new treadmills.
 - GYM- replaced 6 fluorescent fixtures with new LED High bays.
 - Pool Hallway – LED retrofit lamps for existing up lights
 - Pool equipment- replaced pump for lap pool heater.
 - Replaced mixing valve for cabana 1.
 - Replaced Check valve for hot water in Cabana 1 and Janitor's closet.
 - Installed new electric unit heater for Parks shop.
- Ice Rink
 - Added new circuit for Electric Zamboni charger.
 - Replaced all timers for space heaters above bleachers.
- Public Works Shop
 - Replaced inducer fan and sensor for main building HVAC.
 - Installed new electrical circuits and compressed air piping to new vehicle lifts.
 - Getting bids for 2 new garage doors on blue barn this summer
 - Replaced lights in wash bay with new LED fixtures.
 - Replaced fixtures in lean-to with LED.
 - Getting bids for new auto electronic gates for Public Works shop yard.
- Fire St
 - Add LED lighting above vehicle lift.
 - Add power for TV and accent lighting in training aeration.
- Police/Dispatch
 - Install new 200-amp electrical service for future evidence storage building.
 - Replaced crawl space lights with LED.
 - Install gutters and heat tape on the north side of the building this summer.
- City Hall
 - Replaced 2 boilers with new units.
 - Retrofit LED lights for stairwell/ basement lighting.
 - New lamps and ballasts for main hallway lights
 - Lazy K house- purchase and install stacked washer/dryer.
- All Other Buildings
 - McKinstry Energy Performance Contract- construction work to begin soon!
 - New filters for HVAC and HRV units for spring/ summer season
 - Routine seasonal service for pumps and motors

Summary

Thank you for your continuing support in what we do in this department. If you have any questions, feel free to contact me anytime.



Schedule of Up-Coming Events: May -June 2023

May

- **Tuesday, May 9, 5:30 pm: Council Meeting**
- **Friday, May 12, 5:00 pm:** Summer Forecast, IBar Ranch
- **Saturday, May 13, 9:00 am:** Community Cleanup, Jorgensen Ice Rink
- **Monday, May 15:** City Ditches turned on
- **Monday, May 15:** Gunny Gold available for sale
- **Saturday, May 20:** Hartman Rocks Clean-Up
- **Tuesday, May 23, 5:30 pm: Council Meeting**
- **Friday, May 26:** Last Day of School – Gunnison Community School
- **Saturday, May 27 and Sunday, May 28:** Gunnison Growler Bike Races
- **Monday, May 29:** City Offices Closed for Memorial Day Holiday

June

- **Saturday, June 3:** Outdoor Expo and Fishing Derby in Jorgensen Park
- **Saturday, June 10, 9:00 am:** First Farmers Market at IOOF Park
- **Tuesday, June 13, 5:30 pm: Council Meeting**
- **Sunday, June 18, 6:00 pm:** First Sundays @ 6 Concert in Legion Park
- **Monday, June 26:** Start date for new City Manager Amanda Wilson. She plans to attend the CML Conference, June 25-28.
- **Tuesday, June 27, 5:30 pm: Council Meeting**

CML Conference, June 25-28, 2023. Kathy Fogo and Councilor Jim Gelwicks attending

Recently Awarded Grants:

Reminders:

CML Spring Outreach Meetings, May 15-June 1. To see the schedule [CML Store](#)

If you are using a city-owned tablet or laptop, please remember to leave it on, but connected to the internet a few days a month so security updates made be completed to the device.



To: City Council
From: Ben Cowan, Acting City Manager
Date: Friday, May 5, 2023
Subject: City Manager Report

Updates

WCU Master of Environmental Management Intern

I would like to announce that the City has signed a sponsor agreement with Abigail Slattery, a WCU MEM student to complete some research tasks for the City. Her objectives are as follows:

- Objective #1: Assess the viability of, develop a job description for, and research the benefits and costs of hiring a new position in the City of Gunnison: Sustainability Coordinator - Gather information that would help inform the City Council of the benefits of having dedicated staff further the GUNNI CARES 2030 sustainability plan by either promoting the position or providing an alternative option. This will include researching methods of funding the position by other similar communities.
- Objective #2: Determine the finances and feasibility for a community composting system - Develop a process for collection of compostable materials and delivery of said materials to the City of Gunnison Wastewater Treatment Plant for inclusion with the biosolid composting operation (commonly referred to as Gunni Gold).
- Objective #3: Evaluate the environmental impacts and possible solutions for the proposed Wastewater Treatment Plant and solar array at VanTuyl Ranch - Explore impacts and solutions for surrounding agriculture, pollinators, and recreation while preserving the rural character of the space and public access to open space.
- Objective #4: Update the City of Gunnison website to include up to date sustainability information - Provide updates to current projects - Outline the City's past efforts and current programs related to sustainability and resiliency efforts.

Abby will be making periodic reports and updates to the Council as her research and projects develop.

Frontier Land Progress

The State of Colorado Department of Local Affairs approved the planning grant for the Housing Authority's potential acquisition of Frontier Land Mobile Home Park. Contracts have been signed for site surveys and infrastructure and building inspections. Home inspections and sewer scoping are scheduled for the week of May 8.

Region 10

David Gardner and I met with Region 10 representatives Trish Thibodo, Deputy Director; Community Development Director; Enterprise Zone Administrator and Colleen Hannon, Lead Contractor for Infrastructure Navigator Team, regarding Region 10's new Grant Navigator Program. Region 10 has received state funding (through 2023) to support rural and small local governments' ability to navigate and secure Federal funding (IIJA, ARPA, and IRA) by addressing capacity shortfalls. The City of Gunnison completed a survey to work closely with Region 10 to support our efforts in developing competitive projects to secure federal funding.

To support the project, Region 10 will build a portfolio of qualified consultants who can assist communities with understanding funding availability, assist with project development, grant writing and presentation, bidding and contracting, project management, grant compliance and grant reporting as project and funding opportunities are identified. We offered our critical capital projects that need funding and they will assist us in identifying sources for funding, as well as other ancillary support.

Lazy K Lottery

The May 5, 2023 lottery for 4 80% AMI and two 140% AMI units went well. Four 80% AMI applicants all indicated their interest in the four available units. One 140% AMI applicant was interested and the remaining 140% AMI applicant passed on the specific unit that was available, making the RTA and the CBFPD eligible for institutional purchase of the unit.

Energy Performance Contract

Details are being finalized for the performance contract with assistance from the Colorado Energy Office. Unfortunately, rising interest rates for financing may limit the scope of the project somewhat. We expect the final performance contract will be presented to the Council on May 23, potentially with the first reading of a parameters ordinance to authorize the issuance of debt to support the cost of the project after grants and rebates. The project is still planned for just under \$4M with approximately \$2.5M to be financed.

Council Follow-Up

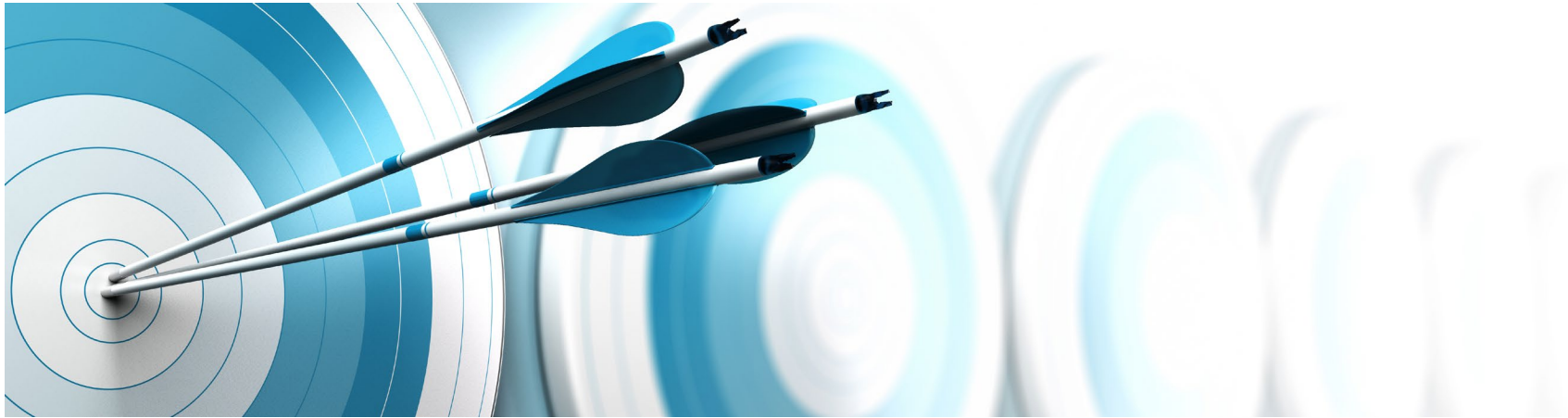
None.

Please let me know if you have any questions.

Other

The City Manager may also have other updates to provide since the packet was completed and transmitted to the City Council.

Council Strategic Plan Results Update



The following table is a summary of the progress to implement the 2022 Council Strategic Plan. The 2022 Strategic Plan can be found at this [link](#) in its entirety.

While a strategic plan provides a level of discipline for budgeting and management, short-term actions that support strategic initiatives can still occur allowing the City to be opportunistic if a strategy is not specifically listed in this plan. In addition, staff may propose different and/or amend strategies to be nimble to take advantage of future opportunities to achieve desired results. This Strategic Plan is intended to be a dynamic plan that is reviewed and updated at least every two years or more frequently if the need arises.

This section is intended to ensure focus in operations and budgeting remains focused on achievement of stated results for the betterment of the community.

Legend

Complete
Initiated/Underway
Not Yet Initiated
New Update

A. Infrastructure and Public Safety

The City's utilities and infrastructure (roads, water, electricity, and broadband) provide the physical foundation for supporting our economy and community. Historically, Gunnison has underfunded maintenance and capital replacement of infrastructure that may result in the loss of use of that infrastructure for our customers (i.e., the lights could go out/paved roads turn to gravel). In the future, utilities and critical infrastructure will efficiently and effectively support existing residences and businesses now and for the long-term. Infrastructure planning and implementation will encourage and support responsible residential and commercial growth, and community safety will factor into all community projects and investments.

Result	Strategy	Update/Next Steps
<p>Result A.1: By December 31, 2022, the City of Gunnison will begin to implement a 10-year funding, operating, maintenance and replacement plan for water, electricity, solid waste, recycling and wastewater infrastructure, buildings, and facilities so that our utility customers will experience reliable, cost effective, and efficient service.</p>	<p>With new infrastructure investment, ensure that the City is achieving its environmental sustainability goals where practical and feasible.</p> <p><i>Lead: Public Works</i></p>	<p>Street Pavement Condition Analysis & Street Program: The City had a ballot question on the November 2022 budget to adequately fund road maintenance into the future. The proposed budget for 2022 included over \$2 million for street improvements. The Palisade paving project is now completed. The IMS study will be updated to reflect new priorities as a result of the ballot results with current pricing. A January 24 work session provided staff directives to develop an effective street maintenance plan given limited resources. A revised IMS plan was presented to the Council on April 11, 2023. Laser road surface testing will occur later this year.</p> <p>Water Treatment Plant: Public Works has completed an update to the City's 2008 water master plan to evaluate current and anticipate future water distribution and treatment issues. A new surface water treatment plant is being planned over the next five years. This will provide additional redundancy for water delivery to Gunnison in an increasingly drier climate. The 2023 budget includes \$350,000 for water plant design work.</p> <p>JVA Consulting Engineers has been selected to design a new treatment plant to collect surface and well water to deliver safe and reliable water to residents and businesses. Grants from the Colorado Department of Health and Environment for \$310,000 will offset costs of preliminary design.</p> <p>Submission of the final Design report to the City by JVA is anticipated by May 31, 2023. Grant request via DOLA will begin this fall with a SRF loan application likely January 2024 to coincide with a 2024 construction season.</p> <p>Water Loss Study: Public Works and the Finance Departments are working through a water loss audit for \$75,000 to identify the cause of unaccounted water including unbilled water. Partially funded by UGRWCD.</p> <p>Electrical Distribution Study and System Upgrades: Public Works has conducted a citywide study to evaluate current and anticipate future electrical distribution demands on the system. The 2023 budget includes \$600,000 to improve the existing electrical infrastructure to be able to accept increased electrification of homes. This is a 5 year project.</p>

		<p>Sewer Pinch Points: Via an engineering evaluation, undersized sewer mains have been identified that may impede capacity for economic and housing growth, especially Gunnison Rising (GR). Use of stimulus funds are planned for 2023 to upsize sewer systems in the southeast and southwest sections of town that are poised for housing growth. The total construction cost estimate projections have exceeded the allocated \$1,662,962 available utilizing State and Local Fiscal Recovery Funds (SLFRF). Costs estimates are being shared with GR for cost sharing opportunities. The planned CMAR approach will be replaced with a more conventional bid process to obtain competitive bids.</p> <p>Stormwater Management Plan: The 2023 Budget includes an appropriation for \$150,000 to begin the survey and analysis work on a plan. An additional \$100,000 will likely be needed in a future budget year for plan development. An award for the plan consultant is planned for May 2023.</p> <p>Irrigation Ditches: Public Works has identified 22 underground pipe ditch locations that cross city streets and state highways that are substantially deteriorated or have completely failed. Staff is actively looking for grants to address this unfunded need.</p>
<p>Result A.2: By 2025, the City will be able to determine the infrastructure needs and its ability to provide for those needs for Gunnison Rising, West Gunnison, and lands outside of the City, but in the City's Three Mile plan so that new outside demands of the City will not impair our residents' ability to use City utilities, infrastructure, and services.</p>	<p>By June 1, 2023, the City has completed a Three-Mile Plan with Gunnison County so that we can adequately plan for growth and required utility capacity in the future.</p> <p><i>Lead: Community Development</i></p>	<p>The Consultant team has been selected and work is underway. A multi-jurisdiction kick-off meeting took place including elected and appointed officials from the city and county and staff.</p>
	<p>By March 1, 2023, the City has completed, through a state-funded performance contract program, a review of all city buildings and has identified actions to enhance energy efficiency and/or use renewable energy.</p> <p><i>Lead: Finance</i></p>	<p>Now that the City has secured the primary grant from DOLA of \$749,520, the Energy Performance contract process is going well, and bids are going out this week with a deadline of February 3. Once bids are received and projected cost savings from avoided energy and capital costs are analyzed, we expect that to be in front of you at your February 28 meeting for consideration of proposed projects to move forward for approval by the State and ultimately construction.</p>

	<p>By June 1, 2023, the City will integrate into its development review process a means of modeling and identifying carrying capacity limitations with the City's utilities as it relates to new development.</p> <p><i>Lead: Public Works</i></p>	<p>As a matter of new site plan review policy, the city has taken the initiative to implement a more detailed review of potential impacts to limited sewer, water and electrical capacities caused by oversized service requests. Thus developments are now being required to substantiate service size requests that appear unrealistic for the type and level of service provided. The City will formalize this policy in the Land Development Code revisions, planned for 2023.</p>
<p>Result A.3: By June 1, 2023, the City will develop a sustainable long-term funding plan to maintain City streets so that City Residents will experience safe City streets.</p>	<p>By May 1, 2022, retain the services of a communication consultant to support a road ballot initiative.</p> <p><i>Lead: City Manager</i></p>	<p>According to Council direction, this strategy is unnecessary and efforts will be directed by City staff.</p>
	<p>By June 1, 2022, implement a communication strategy to support a roads ballot initiative.</p> <p><i>Lead: City Manager</i></p>	<p>A draft schedule and communication strategy was presented at the February 28, 2023 Council work session.</p>
	<p>By June 1, 2022, develop a committee to support a ballot initiative separate from the City.</p> <p><i>Lead: City Manager</i></p>	<p>The current proposed schedule includes identification of Political Action Committee in late May or early June 2023.</p>
	<p>By October 31, 2023, through both public and private partnerships as applicable, propose a strategy to City officials for improving the competitive environment for asphalt so that competitive pricing can be realized for public street projects.</p> <p><i>Lead: Public Works</i></p>	<p>Initial investigation has occurred to assess the efficacy of purchasing and operating an asphalt plant, perhaps utilizing multi-jurisdictional collaboration.</p>

<p>Result A.4: By June 1, 2025, City residents will experience a fully integrated fire service through the Gunnison County Fire Protect District that has adequate facilities, specifically a new fire station, to maintain or improve the City's ISO rating and provide improved response times for our residents when dispatched to emergencies in the City.</p>	<p>Support the Fire District in the process to consolidate the City of Gunnison into the Fire District.</p> <p><i>Lead: City Manager</i></p>	<p>This process has not yet been outlined. Following Council direction on whether the street initiative is restarting in 2023, this strategy may be depending on timing with initiatives on the ballot. The City Manager has reached out to the District to offer support. The District is currently developing specific plans for a station.</p>
	<p>Support the Fire District in refining the design for a new fire station.</p> <p><i>Lead: Community Development</i></p>	<p>The Gunnison County Fire Protection District is preparing an RFP for design work.</p>
<p>Result A.5: By December 31, 2028, develop a sustainable long term funding policy for the Parks and Recreation Department.</p>	<p>Prior to sun-setting 75% of the 1% Recreation Fund in 2032, a strategy will need to be implemented to either dramatically reduce spending for recreation or to request voter permission to retain all or a portion of the sunseting Recreation tax. By evaluating this opportunity with the infrastructure needs in B.4, there may be creative strategies to fund multiple needs.</p> <p><i>Lead: Parks and Recreation</i></p>	<p>This strategy has begun with a "Rec and Roads" type ballot initiative in 2023.</p> <p>A collaborative strategy to address the street and recreation sunset funding issues concurrently is being developed and assessed.</p> <p>A charrette was held on April 24, 2023 to gather public input. A short debrief was held on April 25, 2023 with a Council-led discussion to determine direction at the May 9, 2023 meeting.</p>

B. Economic Prosperity and Housing

The COVID 19 pandemic appears to be contributing to the ongoing trend of 2nd homeowners, retirees, and location neutral businesses and individuals moving to the Gunnison Valley, which is further increasing housing values and making it harder for Valley employees to find housing. This trend could be an opportunity to diversify our economy. The pandemic has further highlighted how the creation of a diverse economy that is less reliant on tourism will improve our community's economic resiliency in the future. Moving forward, the City of Gunnison will attract entrepreneurs and small businesses while being a destination for unique mountain town shopping and outdoor recreational experiences. Both current and future residents will find Gunnison an attractive place to call home because of its diverse affordable housing, vibrant Main Street, growing University, and easy access to public lands. Average median income in Gunnison will move closer to the State of Colorado's average median income. Both improving our local economy and providing affordable housing options will be evidenced by achieving the results below:

Result	Strategy	Update/Next Steps
Result B.1: By June 1, 2023, complete a long-term COVID 19 Recovery Plan in partnership with the One Valley Leadership Council and begin its implementation.	The One Valley Leadership Council (OVLC) will complete a long-term recovery plan and present that to the respective elected officials in the Gunnison Valley for approval prior to June 1, 2023. <i>Lead: City Manager</i>	Elected officials participated in a June 8, 2022 kick-off for this project by discussing and providing direction on critical areas to focus on in this project. On October 5, 2022, the OVLC approved a project timeline and scope to complete a new recovery plan. On December 14, 2022, Community Builders worked through the Resiliency Roadmap with the OVLC in a retreat in Crested Butte. Elected and appointed officials participated in the Resiliency Roadmap retreat on at the Gunnison Library on March 2, 2023.

Result B.2: By December 31, 2025, 100 net new jobs paying >\$60,000/year will be created (Average of 20 jobs per year over \$60,000 should be generated).

Financially support the ICE Lab to help achieve this goal. The ICELab has a similar goal to create jobs paying more than \$60,000 per year by creating and attracting new businesses to the Gunnison Valley. This will include a marketing program to communicate to entrepreneurs that the Gunnison Valley is an attractive place to "live, learn, and earn." Key elements of a marketing campaign should include emphasizing the following:

- Creation of affordable housing in the future.
- Highly livable community with great schools and an abundance of recreational amenities.
- Strong health care system.
- Safe and secure community.

This collaboration and communication is ongoing.

Lead: City Manager

The 2023 budget includes an appropriation of \$40,000. The contract has been signed and payment has been issued. An update from the IceLab occurred at the April 11, 2023 meeting with the below metrics.

Economic Development Metrics									
	Year	2019		2020		2021		2022	
Gunnison County	Cumulative Metrics	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
	Companies Recruited	1	1	2	2	3	4	4	4
	Jobs Created	5	5	12	22	20	33	30	43
	Jobs >\$50k/60k Created	1	3	3	6	5	10	8	15
	Revenue \$ Increase	\$200,000	\$847,000	\$700,000	\$1,144,971	\$1,500,000	\$1,633,426	\$2,500,000	\$2,811,027
	WCU Interns/Grads placed	2	5	4	13	7	19	11	23

Result B.3: By December 31, 2025, the residents of Gunnison and our Central Business District commercial owners will experience an increasingly thriving vibrant downtown resulting from a common vision for branding, marketing, presenting special event, and creating physical improvements to the Central Business District.	<p>The above-mentioned result will be achieved by defining a common vision and action plan for tourism in Gunnison and for the Gunnison Valley by June 1, 2023.</p> <p><i>Lead: City Manager</i></p>	<p>This strategy has not yet begun.</p>
	<p>By December 31, 2022, the City will facilitate a plan to identify special events and athletic events (hockey, softball, lacrosse etc.) to strategically improve lodging occupancy at times of the year when occupancy is low.</p> <p><i>Lead: City Manager</i></p>	<p>This strategy has not yet begun.</p>
	<p>By July 1, 2022, the City, in partnership with the ICELab, will award \$215,000 in REDI subgrants to support expansion or improvement of existing businesses that increase primary jobs.</p> <p><i>Lead: Finance Director</i></p>	<p>Grants were awarded for \$215,000 in May 2022. The deadline for awarded businesses to complete the approved scope of work is June 30, 2023.</p>
	<p>By December 31, 2023, the City will complete a streetscape plan for South Main to improve pedestrian safety for Main and Tomichi and to enhance South Main adjacent to the Art Center as an attractive event venue.</p> <p><i>Lead: Community Development</i></p>	<p>This strategy may be a good solution to increasing pedestrian and bike safety at this major intersection, by removing turning movements. The plan will be assessed during the street safety meetings. This is a long-term potential solution that will require much public input.</p>
	<p>By December 31, 2023, the City will complete the Ohio Ave multi-modal connection from Western to Main Street.</p> <p><i>Lead: Public Works</i></p>	<p>Only one bid was received in December 2022 and it was well above the allotted resources. The 2023 budget includes \$2,050,000 for this project, with funding coming from grants and contributions for \$1,896,750.</p> <p>Public Works is applying for two grants from the Federal Transportation Alternatives Program and the CDOT RAISE grant, which are due at the end of February. These grants are hoped to make the project feasible.</p>

		The project is being rebid in the spring of 2023 with à la carte alternate bids options allow portion of the project to be construction of funding is not sufficient.
	<p>By December 31, 2025, the City will work with Western to develop additional conferences and conventions that would increase lodging occupancy, particularly in the winter.</p> <p><i>Lead: City Manager</i></p>	This strategy has not yet begun.
	<p>By June 30, 2024, recommend a financial tool (such as Tax Increment Financing, Business Improvement District etc.) to the City Council after collaboration with the Chamber of Commerce, CBD Business community, and other taxing authorities as appropriate to pursue funding for physical improvements and programs to implement the recommendations in Gunnison Vibrancy Initiative Final Report.</p> <p><i>Lead: City Manager</i></p>	This strategy has not yet begun.
	<p>By December 31, 2024, develop a clear brand for Gunnison that can be utilized for marketing, wayfinding, and providing direction on the development of public and private amenities in Gunnison commercial areas.</p> <p><i>Lead: Community Development, Parks and Recreation</i></p>	This strategy has not yet begun.

	<p>By December 31, 2025, the City will have received International Dark Sky Association certification.</p> <p><i>Lead: City Clerk</i></p>	<p>\$690,000 is included in the 2023 budget to replace high-wattage and light pollution emitting ballfield lighting at Jorgensen Park.</p> <p>McKinstry, an Energy Service Company, is analyzing the City's downtown lighting to assess the cost and strategies to replace them with dark sky compliant lights. The current lights have dark-sky compliant fixtures but the globe diffusers render them non-dark-sky compliant.</p>
<p>Result B.4: By December 31, 2025, 250 work force housing units will be added to the residential housing stock in City of Gunnison through public/private partnerships, incentives, policies, etc. Note: This result is more specifically defined the following specific targets:</p> <ul style="list-style-type: none"> • 100 units or more are built and deed restricted for 80% Average Median Income • 125 units or more are built and deed restricted for 80%-200% Average Median Income • 25 units or more are built as part of an affordable deed restricted housing 	<p>By December 31, 2022, deliver 42 housing units to buyers at Lazy K.</p> <p><i>Lead: City Manager</i></p>	<p>This project is substantially complete. The construction of 30 units has been completed. All but four 140% AMI were sold. The 140% AMI units are not as attractive currently because of soaring interest rates up to 7%. Deed restrictions have been modified to allow institutional purchase and rental to employee occupants exceeding the income limitations.</p> <p>8 more deed restricted units (4 at 80% AMI and 4 at 140% AMI) are nearing completion by spring 2023, bringing the total to 38.</p> <p>Finally, the commercial building is being remodeled to provide 6 80% AMI units. This may be delayed, avoiding flooding the market with too many similar units.</p> <p>The total slated at completion of the project is 44 units.</p>
	<p>By December 31, 2022, the City will commence construction (with or without partners) on no less than an additional sixty 140% or less AMI units.</p> <p><i>Lead: City Manager</i></p>	<p>The developers at Gunnison Rising have been notified that the City will be exercising its right under the Annexation Agreement to activate the land to be used for affordable housing (approximately 200 units depending on the location which affect density). This could develop into the next housing project such as Lazy K but is dependent upon funding.</p> <p>Preservation of existing units is also a strategy and the City is working to preserve housing stock at Frontier Land Mobile Home Park. We hope to find from DOLA next week whether the planning grant to assess the property has been funded.</p>

project which are free market.	<p>By December 31, 2024, work with private developers to create an additional 19 or more housing units within the Three Mile boundary of the City of Gunnison.</p> <p><i>Lead: City Manager</i></p>	<p>The developers at Gunnison Rising have been notified that the City will be exercising its right under the Annexation Agreement to activate the land to be used for affordable housing (approximately 200 units depending on the location which affect density).</p>
<p>Result B.5: By December 31, 2025, 100 existing substandard housing units will be renovated or replaced.</p>	<p>Enact an incentive program in 2020 to help property owners fund necessary renovations to homes not meeting the City's minimum maintenance standards in its building code.</p> <p><i>Lead: Community Development</i></p>	<p>The 2022 budget included a reappropriated amount of \$32,979 (of an original \$40,000) to incentivize the remediation of dilapidated structures. Any amount remaining can be rolled to 2023.</p> <p>Availability of service fees, as approved on March 28, 2023 are scheduled to take effect 9/1/23 to provide a disincentive to keeping structures in a dilapidated, unoccupiable status.</p>
	<p>Work with the Housing Authority to expand the GV-HEAT program so that we are renovating 25 – 30 units per year by the end of 2021.</p> <p><i>Lead: Public Works</i></p>	<p>The 2023 budget includes \$25,000 for GV-HEAT. \$27,000 was expended in 2022 to complete renovations on 12 homes. GV-HEAT provided a report to the Council on March 7, 2023. In 2022, 28 homes were retrofitted (14 in the City of Gunnison, 14 GCEA). 6 additional homes are on the waitlist. The projection for 2023 is 37 homes (23 City of Gunnison and 14 GCEA).</p>

C. Multi-Modal Transportation

Residents and guests will increasingly experience safe and inviting non-motorized and motorized access across the City and Highways 50 and 135, which will also enhance the vitality/economic success of the city's commercial areas. Through regional collaboration and investment, residents and visitors will have access to convenient alternative forms of transportation throughout the community and to regional destinations. Specific results to address this issue include:

Result	Strategy	Update/Next Steps
Result C.1: By December 1, 2023, City of Gunnison residents will experience safer streets on which to walk, ride, and drive by reducing the number of vehicles speeding to under 20% of all vehicles for any location in the City.	The City has budgeted for and will hire 17 police officers to maintain an effective staffing of 16 officers (given attrition, vacation/sick leave) which will allow one officer to have a focus on traffic enforcement when two other patrol officers are on duty. <i>Lead: Police Dept.</i>	<p>The Safe Streets project kicked off on August 15th with representatives of CDOT, the consulting team, County, and City Staff. Near term ideas have been developed for implementation before plan completion. Next round of consultant meetings is planned for December 8th & 9th in Gunnison.</p> <p>The City has budgeted for 16 police officers given attrition, vacation/sick leave) which will allow one officer to have a focus on traffic enforcement when two other patrol officers are on duty. An additional officer is authorized for hire with one FTE in overhire status, supported by a reserve in the Marijuana Mitigation Fund. The City has recently hired 2 new officers and still has 3 officers to hire to be at full force. One P.O.S.T. certified candidate is undergoing psychological evaluation with hopes to have an offer of employment in the near future. After an additional 12 weeks in the Field Training Officer Program, the office will only be down two officers.</p> <p>The speed data is now available on the City's web site.</p> <p>The police department has continued to be short staffed in 2022 and early 2023 so implementation of the 17th officers has not been achieved. A new officer was hired and began work February 21, 2023. As of March 19 31, 2023 the department is down 3 officers if you count the 17th position.</p>
	If more than two people are on duty for a shift, one officer will be assigned to traffic enforcement. <i>Lead: Police Dept.</i>	<p>When shifts have three officers, one of the three officers will be doing traffic enforcement. With staffing down 3 officers, this has been a challenge.</p> <p>Policy was updated August 1, 2022, to reflect an increased patrol presence by assigned one officer to focus on traffic enforcement when more than two uniformed officers are on duty.</p>
	Police officers have received clear direction on traffic enforcement and the issuance of citations. <i>Lead: Police Dept.</i>	<p>Department policy reflects an importance placed on traffic enforcement of violations that contribute to traffic accidents. Policy was updated August 1, 2022, to reflect an increased patrol presence by assigned one officer to focus on traffic enforcement when more than two uniformed officers are on duty.</p> <p>At the April 11, 2023 meeting, the Council directed the Police Chief to reduce the policy guideline for suggested issuance of speeding tickets form</p>

		10 MPH over the speed limit to 5 MPH over. This did not remove officer discretion.
	<p>Continue to implement an educational campaign to inform the public that the residential speed limit is 25 mph including publishing how many traffic tickets were issued.</p> <p><i>Lead: Police Dept.</i></p>	<p>When not in use for special events and weather dependent department message trailers are moved around town advertising traffic safety messages including 25 MPH. Additionally, traffic data including numbers of tickets and traffic contacts is placed on the city web site.</p>
	<p>Based on season and location the City will implement traffic calming strategies including but not be limited to, temporary bulb outs, temporary speed bumps, signage/stop signs, and other devices to reduce the width of roads or slow traffic.</p> <p><i>Lead: Police Dept. and Community Development</i></p>	<p>Staff applied for the Revitalizing Main Street (CDOT) grant to help fund some of the "quick wins," but the proposal was turned down since the measures were considered temporary. The Council awarded a bid for the Ohio Avenue Safe Walk project which will include a bulb-out at Ohio and North Main.</p>
	<p>If there is a complaint on speeding, officers will use a mobile device to measure the driver's speed to first determine if more than 20% are speeding. If so, the location will be the focus for additional enforcement and evaluation for traffic calming.</p> <p><i>Lead: Police Dept.</i></p>	<p>Funding was received in October 2023 to order a portable traffic data collection device to be used for citizen complaints. Device was received in December.</p>
	<p>Implement a framework for measuring this result so that it clearly communicates progress to the Council and the public. This may include purchasing additional speed monitoring signs.</p> <p><i>Lead: Police Dept.</i></p>	<p>Information on traffic counts, traffic contacts and citations issued are posted on the web site. Data has been provided to the traffic consultant developing a traffic safety plan. Three additional driver feedback signs were order in 2022 and are scheduled to be delivered in February 2023. Two of the signs are anticipated for N Main St, subject to CDOT approval. If not approved, they will be utilized at other locations on city streets. The third sign is planned for South bound traffic on Colorado St to assist with a driveway conflict for the hospital. The three existing driver feedback signs are also being reevaluated in 2023 to determine if they should be relocated. Relocation will have to be with CDOT approval.</p>

		Chief Robinson will present some options for the potential to install additional speed signs at the April 11, 2023 meeting. The Council approved the purchase of two additional variable speed signs (for a new total of four) to be placed at the entrances to the City to reduce vehicles speeds.
Result C.2: By December 31, 2023, working with the Colorado Department of Transportation, the City will complete a Highway Access Plan for Highways 50 and 135 to improve pedestrian, cyclist, and vehicular safety into and around Gunnison. This will include recommendations on improving multi-modal crossings of Highways 50 and 135 and how future new development to the north and west of the City would connect to these Highways.	Complete traffic data collection by October 1, 2020, for the Access Plan. <i>Lead: Community Development</i>	The Multimodal Access Control Plan and Safe Streets project kicked off on August 15, 2022 with representatives of CDOT, the consulting team, County, and City Staff.
	Staff will facilitate a brainstorming session with the City Council by December 31, 2021, and applicable property owners on ways to improve vehicular safety within and exiting the City Market/Walmart parking lots. <i>Lead: Community Development</i>	Speed signs are being explored to help reduce speeds at the exit of the parking lots. Chief Robinson presented some options to Council consideration at the April 11, 2023 meeting and one speed sign will be installed for northbound traffic on North Main to reduce speeds around this intersection. The CDOT Access Control plan also has had several safety enhancements being explored to improve future access such as a Florida "T" right-in, right-out limitation to turning movements.
	Complete the Access Plan by December 31, 2023. <i>Lead: Community Development</i>	The Multimodal Access Control Plan and Safe Streets project kicked off on August 15, 2022 with representatives of CDOT, the consulting team, County, and City Staff.

<p>Result C.3: By 2025, the City will implement east-west/north-south bicycle and pedestrian routes/urban trails with wayfinding and ADA compliance that provide efficient non- motorized routes to key amenities and trail systems.</p>	<p>By December 31, 2024, develop a conceptual plan for Escalante Road working with Gunnison Rising and Western Colorado University to improve multimodal access. (This is being discussed with a new housing project proposed by Western on Georgia and Escalante).</p> <p><i>Lead: Community Development</i></p>	<p>This strategy has not yet begun.</p>
	<p>By January 1, 2023, obtain or appropriate funding to work with Western Colorado University on branding for citywide wayfinding.</p> <p><i>Lead: Community Development</i></p>	
	<p>Complete the Ohio Ave improvements between Western and Spruce Street by December 31, 2022, as Phase 1, and from Spruce to 11th Street by December 31, 2024, as Phase 2.</p> <p><i>Lead: Public Works</i></p>	<p>Only one bid was received in December 2022 and it was well above the allotted resources. The 2023 budget includes \$2,050,000 for this project, with funding coming from grants and contributions for \$1,896,750.</p> <p>Public Works is applying for two grants from the Federal Transportation Alternatives Program and the CDOT RAISE grant, which are due at the end of February. These grants are hoped to make the project feasible.</p> <p>The project is being rebid in the spring of 2023 with à la carte alternate bids options allow portion of the project to be construction of funding is not sufficient.</p>
<p>Result C.4: By December 31, 2026, the City will establish/build a multi-modal transportation hub with valley partners to provide cross-town, and regional connectivity for Gunnison residents and visitors.</p>	<p>Work with the Regional Transportation Authority as part of the 2022 Access Plan to identify a location for a multi-modal transportation hub by December 31, 2021.</p> <p><i>Lead: City Manager</i></p>	<p>The RTA Transit Center may be something that can come to fruition as the RTA has been told that the State of Colorado has designated \$1M for the project and that these funds will be available in 2025. The RTA Board presented a project proposal and site request during the April 11, 2023 work session. While the Council passed on the proposed location at the Community Center site, the Council committed to assisting with identification of an alternate site. The RTA Board is considering next steps at their next board meeting.</p>

	<p>Working with the Regional Transportation Authority develop a funding strategy and pursue appropriate grants to build a multi-modal transportation hub by December 31, 2023.</p> <p><i>Lead: City Manager</i></p>	<p>The RTA Board presented a project proposal and site request during the April 11, 2023 work session. While the Council passed on the proposed location at the Community Center site, the Council committed to assisting with identification of an alternate site. The RTA Board is considering next steps at their next board meeting.</p>
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D. Environmental Sustainability and Resiliency

The natural environment we rely on is changing in many ways due to climate change that both requires the City to reduce its carbon footprint along with becoming more resilient to changes in our natural environment. Moving forward, the City of Gunnison will be a regional leader for responsible and sustainable practices, natural resource protection, and reducing carbon emissions. As a service provider for electricity, water, and solid waste, the City will work toward eliminating carbon-emitting sources from its energy portfolio, reduce water consumption, and implement strategies for reducing, reusing, and recycling solid waste.

Note: Readers should review the Gunni CARES 2030 Plan for a full overview of the results, goals, strategies, and actions associated with the City's commitment to reduce greenhouse emissions and improve its environmental sustainability. This plan can be found at [Gunni CARES 2030](#).

Result	Strategy	Update/Next Steps
<p>Result D.1: Results: By 2030, residents, guests, and students in the City of Gunnison will experience continued critical services (food, water, shelter) through the following measures:</p> <ul style="list-style-type: none"> A. Gunnison Valley residents can support themselves with basic needs (food, water, shelter, fuel) for 5-7 days in the event that distribution/delivery systems are disrupted. B. The City of Gunnison continues to provide reliable clean water as the Valley faces hotter temperatures, lower water levels in the Gunnison River, and peak flows that occur earlier in the year making our ability to provide water for our customers more challenging in the future. C. Vulnerable populations will have equal access to resources and support during natural 	<p><i>Lead: Finance (performance contract)</i></p> <p><i>Lead: Public Works (water)</i></p> <p><i>Lead: Parks and Recreation (community connections)</i></p>	<p>Performance Contract: The Energy Performance Contract with McKinstry includes the connection of a generator to the City of Gunnison Community Center. The design engineers found the output from the donated generator from AMAX greatly exceeds the load of the Community Center. They are taking a look at a few options that include a load bank to allow the existing generator to be used versus the purchase of two generator that are right sized for the two meters that would avoid trenching costs. Any residual value on the sale of the used generator would be used toward the project to accomplish the goal of the Community Center being a viable emergency shelter.</p> <p>Water Treatment Plant: Please see below for specifics related to the Water Treatment Plant.</p> <p>Resiliency Micro-Grants: \$7,600 is included in the 2023 budget to support twelve resiliency micro grants to facilitate neighborhood connections that are shown to enable better community support during disasters.</p> <p>Whole Community Inclusion Workshop Roadshow: The West Region Emergency Management Office has scheduled the Colorado Whole Community Inclusion Workshop Roadshow Tuesday April 18, 2023 to highlight there are resources that EVERYONE needs access to in order to function before, during, and after emergencies, regardless of who we are. These workshops will highlight the use of the Communication, Maintaining Health/Medical, Independence, Safety/Support Services, Transportation (CMIST) resource memory tool to identify needs and gaps across Colorado's All Hazards Regions to strengthen Whole Community Inclusion.</p>

<p>disasters, emergencies, and climatic events.</p> <p>D. Gunnison residents, public institutions, and private businesses will continue to support each other and their community on a day-to-day basis and during emergencies to experience a high level of mutual support.</p>		
<p>Result D.2: ENERGY - By 2030, achieve a 50 percent reduction in aggregate greenhouse gas emissions, including energy, transportation, and operations, from a 2020 baseline.</p>	<p><i>Lead: Public Works</i></p>	<p>Energy Mix: An increase of 2% is included to allow the City to continue buying all available renewable energy sources from MEAN at the "Green Rate" as they become available. The goal is to secure the equivalent of 100% renewables from MEAN. Reduced WAPA hydro power will be an immediate issue.</p> <p>Local Generation: Working with MEAN on a distributive power project where MEAN could build a significant renewable project in Gunnison. The City Council, during their March 7, 2023 meeting, approved moving forward with planning for a solar array to power the water treatment plant during the day (preliminary plans to locate this on the Van Tuyl Ranch). The location continues to be an ongoing discussion as a result of community input and may be relocated as the project moves through the PUD amendment process that includes public hearings. To date, rooftop solar is the preferred method of local generation.</p> <p>Building Energy Performance Contract: \$690,000, leveraging energy conservation measures nearing \$4M</p>
<p>Result D.3: WATER - The City of Gunnison provides an adequate domestic water supply (excluding irrigation) while supporting a healthy aquatic ecosystem in the Gunnison River.</p>	<p><i>Lead: Public Works</i></p>	<p>Water Treatment Plant: Public Works has completed an update to the City's 2008 water master plan to evaluate current and anticipate future water distribution and treatment issues. A new surface water treatment plant is being planned over the next five years. This will provide additional redundancy for water delivery to Gunnison in an increasingly drier climate.</p>
<p>Result D.4: WASTE - By 2030, the City of Gunnison will have improved its waste management methods by increasing diversion rates from the landfill from a 2020</p>	<p>By December 31, 2022 create the Gunni CARES Task Force and appoint the Task Force.</p> <p><i>Lead: City Manager</i></p>	<p>This strategy has not yet begun. It is being held until Council delivers direction on the use of a committee made of existing staff, a hired consultant, or a dedicated employee to be responsible for working with the task force.</p>

<p>baseline even with a growing population. (Current diversion rate is 2%).</p>		<p>The City was awarded a planning grant from DOLA for a Master Plan for the WWTP Compost site. This will include plans for reducing waste going to the landfill. Cooperation is underway with a local non-profit to forge a partnership for obtaining a construction grant and identifying methods to encourage community composting.</p>
	<p>Fund at least a part time position in the 2023 budget to support the implementation of the Gunni CARES 2030 Plan.</p> <p><i>Lead: City Manager</i></p>	<p>The 2023 Budget includes an appropriation for \$150,000 to support this strategy and this is awaiting Council approval to move forward.</p> <p>The City has hired Abby Slattery, an intern through Western's MEM program, to conduct research around the benefits of hiring a sustainability coordinator, assess solar panels and interaction with agriculture for the Van Tuyl, and explore community composting to be incorporated with the Gunni Gold wastewater treatment composting operation.</p>

Jim Gelwicks
Update Notes
May 9, 2023

MEETINGS:

REGION 10:

Dan Scinto, R10 Business Loan Fund, is leaving (date not set). Eva Veitch, Community Living & Seniors, leaving at end of the year.

Business Idea Lab bootcamp for Spanish language entrepreneurs began on April 10 in Gunnison. Fifteen people participated—mostly from Gunnison but a couple from Crested Butte.

R10 Navigator targeted grant writing effort. The regional summit will take place in July.

Crested Butte recently identified that an existing County fiber line was installed along with power lines outside of the road easement where a new housing project is to be constructed. Gunnison County, Region 10 and GCEA will work together to address the situation and reduce any cost exposure. Visionary Broadband has started to look at assets for fiber and service expansion in the upper valley. This could include building the last mile of fiber to a CNL in Mt. CB.

Safe Streets for All CDOT grant applications due July 1.

EV chargers in CDOT right of way possible if 2023 legislation succeeds.

\$250K available for Main Street grants.

June 23 grant deadline for Multi Model grants.

COLORADO MUNICIPAL LEAGUE:

SB 213 FISCAL NOTE: Expenditures in DOLA are supported by an appropriation of \$15 million from the Housing Plans Assistance Fund, which may be spent through FY 2025-26.

Events & Individual Meetings With:

Olathe incubator Open House
Rotary Dinner
Valley Housing Fund Reception
CML 100th Anniversary



To: City Council
From: Ben Cowan, Acting City Manager
Date: Friday, May 5, 2023
Subject: Street and Recreation Funding Work Session

Purpose:

Voters did not approve a November 2022 ballot question seeking to increase funding of street maintenance in an amount necessary to sustain the current number of lane miles of City streets. The 2032 sunset of 75% of the special Parks and Recreation Tax creates an additional funding shortage. Discussion of strategies to address these problems will be a topic of a work session during most upcoming council meetings.

Background:

For three primary reasons, the City does not have enough to adequately maintain the streets in their current condition, which are overall graded as “good” to industry standards.

The reasons for this circumstance can primarily be attributed to the following:

- 1) Over the last 25 years, sales tax has increased by approximately 200%, whereas costs for road base and roto milling have escalated 800% and 500%, respectively, over the same period.
- 2) Highway User’s Trust Fund revenues have only increased from \$140,659 to \$188,044 (34%) over the last 25 years due to a flat rate and increased use of fuel efficient and electric vehicles that don’t pay any or as much fuel tax.
- 3) The City has used a “band aid” approach to extend street life by overlaying rather than milling out old asphalt. This has created a significant crown in the roads and this method can no longer be used.

SHALL THE CITY OF GUNNISON TAXES BE INCREASED BY \$1,414,096 ANNUALLY (WHICH AMOUNT REPRESENTS ESTIMATED REVENUES IN 2023, THE FIRST FULL FISCAL YEAR OF COLLECTION) AND BY WHATEVER AMOUNT IS GENERATED THEREAFTER FROM A SALES AND USE TAX IMPOSED AT THE RATE OF ONE-HALF OF ONE PERCENT (0.5%), BEGINNING JANUARY 1, 2023, FOR THE EXCLUSIVE SUPPORT OF THE FOLLOWING: MAINTAINING AND REHABILITATING EXISTING STREETS AND RELATED INFRASTRUCTURE SUCH AS CURBS AND GUTTERS, ADA ACCESSIBILITY AND DRAINAGE;

SHALL APPLICABLE PROVISIONS OF THE CITY CODE BE AMENDED BY ORDINANCE OF THE CITY COUNCIL CONSISTENT WITH THIS BALLOT ISSUE TO PROVIDE FOR THE TAX INCREASE AND THE DEPOSIT OF REVENUES FROM SUCH TAXES TO BE ACCOUNTED FOR IN THE APPROPRIATE FUNDS OR ACCOUNTS OF THE CITY AND USED SOLELY FOR THE ABOVE PURPOSES; AND SHALL SUCH TAX REVENUES AND ANY INTEREST THEREON BE COLLECTED AND SPENT AS A VOTER APPROVED REVENUE CHANGE AND NOTWITHSTANDING ANY REVENUE EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Y Yes/For	44.30%	1,093
N No/Against	55.70%	1,374
		2,467



The November 2022 ballot initiative for street funding failed by 281 votes, 141 people (6% of voters) changing their votes to a yes would have changed the outcome.

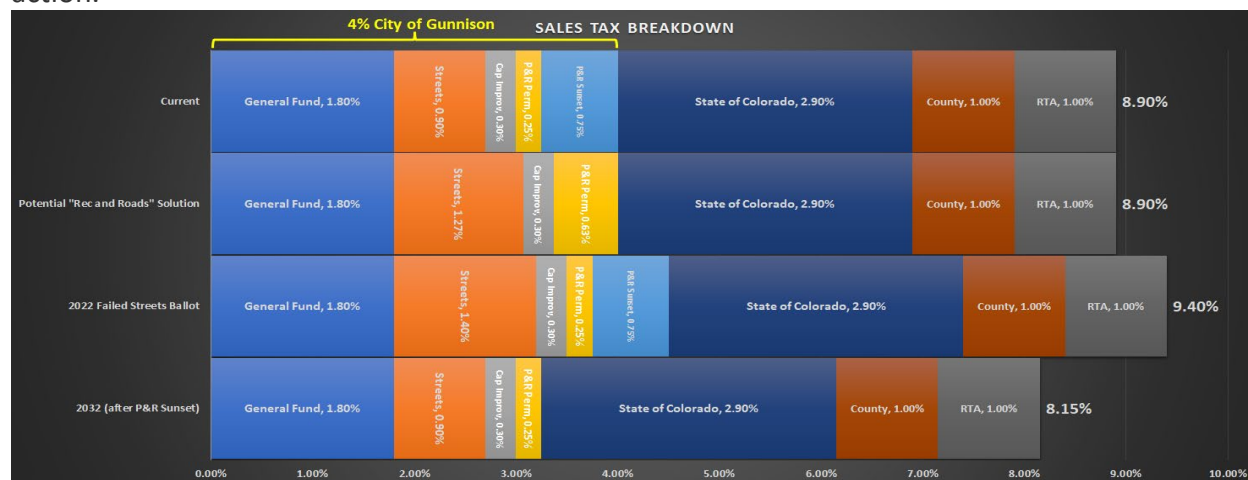
Work Sessions

January 24, 2023 - The Council consensus was that a key factor in addressing the shortage for road funding is public education regarding the issue. Talking with citizens about the challenges will unearth various solutions or combinations of solutions to allow for adequate future maintenance of the City's most costly asset – its system of streets.

February 28, 2023 - We discussed a preliminary schedule with which to manage expectations on timing for proposed activities and if a preferred alternative can be identified within the next couple of months, that ideally the outreach and education campaign to follow will be focused on a singular course of action for the voters to decide upon.

March 7, 2023 - We reviewed a summary of arguments for and against the 2022 ballot initiative, a list of funding needs and approximate costs, strategies to increase voter acceptance, and the emerging strategies with a list of pros and cons. We also explored the limitations with making budget cuts (only cuts to about 24% of the overall budget or \$10,950,444 actually can be redirected to street purposes) as 76% of the budget is restricted for particular purposes unrelated to streets. Among the remaining discretionary budget, the Council has surmised about \$350,000 can reasonably be cut without making dramatic cuts in essential services. We also explored using a funding model tool to help play out various scenarios as we explore suitable potential solutions.

The below illustration has been used to help illustrate the tax implications of various courses of action.



Significantly, a funding strategy charrette is **scheduled for April 24 at 6pm at the Gunnison Community Center to invite the public and interested groups to help identify a course forward.** Planning for this event is the topic for this work session.

IMS Pavement Maintenance System Update

Public Works initiated work to update the existing pavement maintenance system, which was presented to the Council on April 11, 2023. The analysis included:

1. An updated recommendation for the annual amount needed for road maintenance to maintain a manageable backlog using current actual unit rates, rather than using inflated estimates from the 2019 report, which resulted in a deficit of approximately \$950,000 annually for spending for street maintenance.
2. A recommendation for what could be done if funding levels aren't increased. This would be coupled with a mapping element that identifies the streets that would be selected as ineligible for future maintenance funding. A map was included with this projection.

Street Funding Strategy Team

A team of key City staff has been put together to develop an educational campaign. This team will take the lead in scheduling, developing and implementing plans to address the shortage in funding for roads. Members have been selected as having a key role in either analyzing the problem, developing solutions, or communicating the results of meetings with the Council and the public. While the request for a tax increase is clearly a consideration, other strategies for funding including redistribution of costs within the City budget or other revenue generation ideas are being deliberated. Nothing is off the table, but the main focus is to help our citizens understand that, without a change in direction, the City is on a path that results in potentially half of City streets becoming gravel over the next several decades.

The group has been debating the merits of various courses of action on a weekly basis, has developed a schedule of activities, and distilled an assortment of feedback regarding past funding efforts to a listing of arguments for and against.

Parks and Recreation Advisory Committee (PRAC) Meetings

Another funding issue looms for funding Parks and Recreation activities when the 1% special tax sunsets to become only a 0.25% tax. Staff joined a February 8 PRAC meeting to brainstorm ideas to simultaneously solve both issues and we gained some very valuable feedback from the group. A strategy was presented to you at your February 14, 2023 meeting that may solve both the streets and the recreation funding issues. Some specific feedback from PRAC during the meeting included the need to gather examples from other communities that didn't address a lack of funding as a case study, creating messages that create a living experience for someone who doesn't know the specifics about road construction, etc. The group does think a cooperative strategy to simultaneously address both funding issues while not increasing taxes is intriguing. The major drawback is that neither streets nor parks and recreation will receive all of what is desired to fully fund the needs. Using preliminary estimates, both needs are likely 30% short. Perhaps this could be addressed in terms of small, palatable budget cuts or spacing out the timing of various proposed projects to allow cash reserves to be adequately built. If this option deserves more attention, next steps are to understand the costs more fully and better understand what the public feels is necessary to fund in the future, if anything.

PRAC met again on February 22 to continue the discussion. While the meeting only had four attendees, they provided the Council a formal recommendation letter to frame their initial positions, as noted below. A meeting has been scheduled with PRAC on April 6 to discuss options, further analyze the idea and/or perhaps they can come meet with the Council at an upcoming meeting soon.

*Sunsetting of the 1% rec sales tax and possible partnership to address funding for roads.
Here are our initial comments:*

- *We agree that a ballot proposal is necessary to extend funding for recreation programs and facilities so that we can continue to provide recreational amenities to residents at a reasonable cost and so that Dan Vollendorf and his staff can engage in long-term planning (including initiation of Phase III of the Community Center).*
- *We believe that a ballot proposal that does not increase the sales tax would be more palatable to voters.*
- *More time is needed to study and collaborate on this issue and to educate the public and generate support for any proposed initiatives. It would be premature to consider any sort of ballot proposal in 2023.*

- *We strongly believe that the recreation program should be able to “live out” the 1% funding until 2032 as voted on by the public.*
- *We support a ballot initiative that would restructure and extend the 1% tax so that in 2032 .75 would continue for recreation funding and .25 would go to fund roads. At this point, we believe it would be challenging to build and maintain Phase III (along with maintaining the rest of the recreation facilities and programs) with less than .75.*
- *We discussed the importance of transparency to the voters, the possibility of another sunset date (vs “in perpetuity”) and keeping the two funding areas separate for the voters as education and ballot language are developed.*

As of the writing of this memo, we believe PRAC has reversed their recommendations for waiting, along with the allocated percentage. Staff will meet with PRAC again on May 5, 2023 to see if a compromise position could be reached on the funding allocation between now and the sunset.

Staff Recommendation:

For this work session, staff would like the Council to hold a Council-led discussion about prior work session information. If desired, please provide staff direction for future work session items or related activities. The Streets and Recreation Funding Task Force has a recommendation letter which is included in your packet materials.

Council’s Strategic Criteria:

This policy initiative or project addresses/relates to each of these criteria as follows.

A. Public Safety and Community Resilience.

Having funds available to support the construction or installation of traffic safety measures makes the streets safer for the traveling public, whether by foot, bicycle or vehicle.

B. Public Engagement which fosters racial and cultural equity, inclusivity, and diversity.

The City of Gunnison strives to provide goods and services at a fair cost that reflects the materials and labor needed to produce the goods and services.

This budget respects the rights of others by providing equal treatment and opposing discrimination, harassment or other unfair practices.

The budget process provides people with opportunities to be part of decisions that impact them. Public finance decisions often have big implications for people outside the finance office. The City seeks citizen input regardless of the source and provides services without regard to racial or ethnic origin.

C. Achieving the City's Environmental Sustainability Goals.

Not applicable.

Action(s) Requested of Council:

Work session only. Staff is seeking input on the above captioned agenda.



City of Gunnison

May 5, 2023

The Honorable Mayor Diego Plata and Councilors
PO Box 239
Gunnison, CO 81230

RE: Recommended Solution to the Recreation and Street Funding Deficit

Thank you for your time and effort this year in examining the annual funding shortage for street maintenance of \$950,000 and the upcoming sunset of 75% of the special Parks and Recreation Sales Tax. We appreciate and agree with your consensus that these are two critical issues, if left unaddressed, that will have a serious negative impact on the preservation of our street system and two key recreational facilities. Specifically, in the next 20 years, likely 50% of our City streets will have failed and the pool and the ice rink may need to close. While these seem like dire outcomes, it is unfortunately the reality of the situation and bringing a solution will require voter intervention.

As you know, there are two primary emerging strategies to address the problem:

- 1) **New Sales Tax.** Pass a new sales tax aimed at maintaining streets with the potential for setting a rate that simultaneously can support necessary work in the alleys, construction and maintenance of sidewalks, street safety improvements, and ADA accessibility. Within the next nine years, this method would also require the City to bring to the voters an initiative to keep and retain at least a portion the 0.75% sales tax so maintenance funds for the pool and ice rink continue.

Pros	Cons
visitors pay a 35% estimated share of the cost with a sales tax	The city tax rate and the overall sales tax rate is already high
a rate for streets alone potentially allows for all needs: <ul style="list-style-type: none">• street maintenance, alleys and sidewalk maintenance and construction, safety enhancements, and accessibility	Doesn't address the funding strategy for Parks and Recreation, which forces another ballot initiative in the next nine years
spending money now on maintenance saves money later	
hard surfaced streets protect water and air quality	
the city can continue to use general fund money for current services	
streets in good condition are safer	

- 2) **Recreation and Roads Redistribution.** Bring an initiative to voters, without an increase in the tax rate, to remove the sunset on the Parks and Recreation tax while redistributing the tax to allow support of both recreation and street related needs. This will require some additional budgetary cuts within the General Fund but brings the City within striking distance to address both funding issues without significant cuts in services to the community.

Pros	Cons
Does NOT result in a tax increase from the existing 4% rate	Utilizing the 0.75% sunseting amount does not accommodate all funding needs (some needs won't be met, or funding cuts must be made)
It utilizes the 0.75% sunseting amount to pay toward approximately	Until the debt on the pool and rink is retired in 2032, flexibility is limited



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0.95% in needs	which creates a lot of competition for the funds for the next 9 years
Proactively manages two issues now that will have to be dealt with at some point in the future	This is a redirection of a portion (perhaps 0.37%) of the 0.75% of voter approved recreation funds until 2032 to streets.
Adjusts existing allocation percentages to better fund today's needs (living within the City's means)	

Our Streets and Recreation Funding Task Force has been meeting weekly for the bulk of 2023. This work has included looking at various strategies, pouring through and analyzing citizen comments from both failed ballot initiatives, and talking with anyone who will listen to determine what has the best chance at addressing these critical issues. We have also met with the Parks and Recreation Advisory Committee and the Senior Advisory Committee. Together with the City Council, we have conducted a public input charrette to explore the options.

The purpose of this letter is to make two specific recommendations to the City Council.

First, we recommend that you **identify a specific alternative that we can use to move into the next phase of education and outreach** over the course of the summer. This allows for a targeted effort that will give the preferred alternative the best chance of passing. In our opinion, having multiple pathways will cripple these efforts by diluting the message and causing people to converge on multiple pathways instead of rallying around a singular solution.

Education and Outreach:		11/May	23/Aug
✓ Define Audiences	Unassigned	11/May	11/May
✓ Website Development	Unassigned	15/May	23/Aug
✓ Basic Information	Unassigned	15/May	05/Jun
✓ FAQ Development	Unassigned	11/Aug	23/Aug
✓ Social Media Posts	Unassigned	22/May	23/Aug
✓ Media Content Development	Unassigned	22/May	19/Jun
✓ Media Content Posting	Unassigned	30/May	23/Aug
✓ City Fest	Unassigned	20/Jul	20/Jul
✓ Radio Spots	Unassigned	21/Jul	23/Aug
✓ Newspaper Articles	Unassigned	21/Jul	23/Aug

Secondly, **this task force unanimously requests that the Council provide staff direction to advance the sales tax sunset removal and redistribution alternative into an education and outreach phase.** If the Council decides to place an initiative on the ballot prior to the September 8 deadline, this would allow our team to educate the public about the preferred direction so we can truly know that the public has sufficient information in front of them to make an informed vote on November 7, 2023.

The primary reason for the rejection for the last two ballot measures was that the public largely believes the sales tax rate is already high but in terms of the City of Gunnison (4%) and the overall tax burden at 8.9% (State of Colorado 2.9%, Gunnison County 1%, RTA 1%). Only 11% of Colorado municipal tax rates are higher than the City of Gunnison. The reason we have these funding issues is that voter-imposed allocations prevent reasonable changes to allow for appropriate prioritization of needs and an impending sunset will reduce resources. The redistribution strategy allows for all critical needs to be addressed while making reasonable budget cuts to demonstrate to the public a good faith effort was made – with the result being that *the City can keep current services in place without an increase in the tax rate.* Due to a variety of factors including tax fatigue, crowded ballots, etc., we think now is the best time to work toward getting a solution passed through the election.



City of Gunnison

If there is any more public input you feel is necessary or additional analyses made, please let us know. We look forward to continuing the conversation and getting to work!

Sincerely,

Erica Boucher	City Clerk
Ben Cowan	City Manager
David Gardner	Public Works Director
Connie Johnson	PW Administrative Assistant
Jason Kibler	Streets and Refuse Superintendent
Cassie Mason	Deputy City Clerk
Anton Sinkewich	Community Development Director
Laura Stanley	Court Clerk/Communications Asst.
Lisa Starkebaum	Engineering Technician
Cody Tusing	City Engineer
Dan Vollendorf	Parks and Recreation Director