

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center MASSARD ROOM
TUESDAY, February 18, 2020
Work Session 4:30pm and Regular Meeting – 6pm

- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Development Committee, Beautification Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

Work Session – 4:30pm – 5:30pm

San Miguel Power Association Presentation – Work on Highway 550 in 2021

Regular Meeting – 6pm

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING - Ordinance 2, Series 2020 – Regarding Refinancing COP Page 18
5. CEREMONIAL/INFORMATIONAL – none
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson Page 8
8. DEPARTMENT REPORTS
 - a. City Administrator Page 10
 - b. Finance and Administration Director Page 11
 - c. Community Development Coordinator Page 12
9. CONSENT AGENDA – TABJ Companies LLC dba Silver Eagle Saloon – Liquor License Renewal Page 13
10. ACTION ITEMS Page 15
 - a. Ordinance 2, Series 2020 – Regarding Refinancing COP – Second Reading Page 18
 - b. Resolution 4, Series 2020 - Regarding Ouray County Sheriff Page 31
 - c. Dowl Engineering Agreement – Box Cañon Road Repairs Page 33
 - d. PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant Page 36
11. DISCUSSION Page 41
 - a. Mobile Vendor Ordinance Page 43
 - b. Robert's Rules of Order
 - c. Tread Lightly Training
 - d. Future Agenda Items
12. EXECUTIVE SESSION – Executive session pursuant to C.R.S. § 24-6-402(4)(b and (4)(e)(I), for a conference with the City attorney for the purpose of receiving legal advice and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, concerning the City's marketing and visitor's center RFP and contract negotiations.
13. ADJOURNMENT

Posted by _____ Date _____

P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

CONSENT AGENDA ITEMS (February 18, 2020):

TABJ Companies LLC dba Silver Eagle Saloon – Liquor License Renewal

Action Requested – *Will City Council approve the liquor license renewal for TABJ Companies LLC dba Silver Eagle Saloon?*

Background – This is an established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the liquor license renewal of TABJ Companies LLC dba Silver Eagle.



ACTION ITEMS (February 18, 2020):

Ordinance 2, Series 2020 - Regarding Refinancing the COP – Second Reading

Action Requested – *Will City Council approve the second reading of the ordinance to refinance the COP?*

Background – The City Council has determined that it is in the best interests of the City and its residents to undertake the refinancing of the 2017 COP. Following a recent request for proposals delivered by the City to a number of financial institutions, the City has received several proposals, and wish to delegate to the City Administrator and the Finance and Administrative Services Director the final selection of the financial institution (the “Bank”) with whom to undertake the project. This ordinance was prepared by our Bond Attorney and is standard practice with these types of public financial transactions. This is the second reading. Please refer to the ordinance documentation within the packet for further details.

Recommendation – City staff recommends City Council approve the second reading of Ordinance 2, Series 2020 - Regarding Refinancing the COP

Resolution 4, Series 2020 – Regarding Ouray County Sheriff

Action Requested – *Will City Council approve resolution #4, Series 2020 regarding Ouray County Sheriff?*

Background – This resolution was requested by Mayor Greg Nelson and Mayor Pro Tem John Wood in regards to the Ouray County Sheriff. Please see the resolution for details.

Recommendation – N/A

Dowl Engineering Agreement – Box Cañon Road Repairs

Action Requested – *Will City Council approve the Engineering Services proposal with Dowl engineering for the Box Cañon Road Repairs?*

Background – In a specific location on Box Cañon Road, erosion has caused severe deterioration, which requires immediate attention. This road damage has been progressing since 2010 and is now at a point where City Staff believes this to be a safety hazard to vehicles traveling upon the roadway. The engineering proposal as found in this packet provides the necessary engineering services to begin work on the roadway. These services include the following:

- Topographic Site Survey
- Site Evaluation and Analysis
- Preliminary Construction Plans
- Final Construction Plans and Bid Documents
- Construction Support

The total proposed cost of the engineering services is \$27,390. Please see the proposal for further details.

Recommendation – City Staff recommends approval of the Dowl Engineering Proposal and agreement letter for Box Cañon Road.

PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant

Action Requested – *Will City Council Approve the PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant?*

Background – In 2019 the City of Ouray teamed up with Columbus Hotel and received a State Historical Grant for improvements to be made to the building. As part of this project, a grant administrator is necessary and has been selected by Columbus Hotel. The following services will be provided throughout the project:

The Grant Administrator shall provide services for the Project as described in the Agreement in a manner consistent with industry standards for professional skill and care. The Grant Administrator shall assist the Owner in determining consulting services required for the Project. The Grant Administrator services include the following consulting services:

1. Initiation, compliance and execution coordination of contracts with State Historical Fund and Consultants.
2. Project Planning in coordination with Owner and consultants within SHF contract period.

No work will be completed outside of this project period.

3. Project Reporting as required by the State Historical Fund.
4. Payment request review and financial report preparation.
5. Covenant/easement coordination and review per State Historical Fund requirements.
6. Project implementation coordination.
7. Competitive bidding or request for proposal coordination with Owner and Consultants.
8. Subcontractor submittal processing.
9. Maintenance of financial records during project period.
10. Preparation and coordination of deliverable submittals in accordance with State Historical Fund requirements and timeframes as outlined in the State Historical Fund contract for project no. 2020-01-013.
11. All work to be performed will be in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties.

During the Design Phase, the Grant Administrator shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Upon the Owner's approval of the design with the Architect, the Grant Administrator shall process any necessary deliverables according to requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. All costs for the above services are paid through the grant as well as Columbus Hotel funds.

Recommendation – City Staff recommends approval of the PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant.



DISCUSSION ITEMS (February 18, 2020)

Mobile Vendor Ordinance

Background – Last year, City Council adopted an ordinance to allow mobile vendors in the City of Ouray on a trial basis as a pilot program. This allowed the permitting of mobile food vendors so long as the permittee operated a retail food establishment as defined under C.R.S. § 25-4-1602(14). It was determined that a mobile food vendor is one who operates in the City selling or taking orders for or offering to sell or take orders for food from or upon the public right-of-way, or to a person on the public right-of-way and operating from a mobile food vehicle.

A mobile food vendor vehicle is a low-speed electric vehicle as defined under C.R.S. § 42-4-109.5, as amended from time to time, used to provide mobile food vendor operations. The Ouray Municipal Code, 3-15 prevents mobile food vendor operations within the City because it would require a mobile food vendor to obtain permission from all adjacent established businesses prior to selling food on public property adjacent to an established business. The City approved exemption of mobile food vending operations from the application of the huckstering provisions of the Ouray Municipal Code while this ordinance was in effect. The ordinance and pilot program expired on September 30th 2019. Please see the ordinance in the packet for further details.

The purpose of this discussion item is for City Council to determine whether or not the City should revisit the mobile vending ordinance for 2020 and future years, or discontinue the idea.

Robert's Rules of Order

Background – This item was requested to be on this agenda by Council Member Funk. All information will be provided by him during the discussion.

Tread Lightly Training

Background – Mayor Pro Tem Wood requested this item be placed on an agenda for discussion. The intent of this discussion is to determine whether or not the City should consider implementing a mandatory TreadLightly training course for all off-highway events that wish to headquarter in Ouray, i.e. FJ Summit, Jeep Jamboree, CO500, SidebySide Rally, etc.

Future Agenda Items – Council discussion about future agenda items.

OURAY VOLUNTEER FIRE DEPARTMENT MONTHLY MEETING

DECEMBER 09, 2019

CALLED TO ORDER AT 7:35

ATTENDANCE AND REPORTS

15 members present; 4 excused; 5 absent
The Treasurer's Report was read and approved.
Prior minutes were read and approved.

DETAILED ATTENDANCE

Present

John Fedel, Bumper Williams, Amy Winterrowd, Danny Wilbur, Ted Pullig, Chris Lee, Brittany Kunz, Kevin Koprek, Dack Klein, Tyler Ferguson, Travis Manley, Junior Mattivi, Craig Kaminsky, Adam Kunz, Trevor Latta

Excused

Nathan Judd, Dallas Farlin, Max Austin, Patrick Rondinelli

Absent

Dave Turner, Steve Martinez, Chris Folsom, Steve Duce, Chris Miller

OLD BUSINESS

None ... first quorum since September

NEW BUSINESS

Holiday Dinner - Chief opened the floor for a discussion of possible dates that work for the department for a celebration. After much discussion we settled on Sunday, January 5 at 4 pm.

New Year's Fireworks Equipment - The department held a discussion about obtaining the new shooting mechanisms for fireworks and the status of a new trailer as the old trailer has about one show left and then needs to be moved out of commission.

The trailer will cost the department \$1000 as the seller is donating \$1000 of the cost to the FD. A motion was made (and seconded) to obtain the new trailer. The new firing system can be purchased in Spring 2020. The motion for the trailer was passed. The firing system discussion was tabled until later this winter.

New Year's Fireworks Show Assignments - Bumper is taking the lead on the NYE fireworks show this year: organizing crew, supplies, etc. Chris, Dack and Amy volunteered for loading and shooting.

Danny said he could get the trailer into the city shop for cleaning, decking, etc., as the time nears. We do need to tie on December 31, for safety reasons. We will organize via WENS to tie the fireworks. Bumper will communicate with Craig to relay messages to the department ahead of time. We will, most likely, tie at the fire house and store in the city shop once we're done, etc.

Training - Bumper is looking to organize a training for Wednesday, December 18 in the evening to do a live burn.

Hats - Ted reported that we are not going to get the fitted because we'd have to order several sizes whereas the snap-back can be a one and done.

Utah Winter Fire School - Sam, Max, Kevin, Dallas, Chris, Steve and Adam all signed up. Chief will do a per diem for mileage, driving, etc. The crew was good with that option. Travis Manley and Danny Wilbur are going to do a final check on the schedule and relay to the chief. Once we have that, Chief will submit all the data for per diem checks, etc. Fire fighters need to coordinate who is going in which cars and relay that to Chief ASAP. The crew prefers to go with an AirBnB/VRBO home over hotel rooms.

Trucks - The flashers have been fixed on the Engine. The department will put chains on the trucks on Wednesday evening, December 11 at 6 pm.

Flags - The Summit County fire department lost a fire fighter recently. They're (unofficially) asking departments to lower their flags to half mast. This is an unofficial request as it's not approved by the Governor.

Training Hours - Chief requested that department members ensure all training data is in to the city this week because there were some changes at the city and this will help all keep things well organized, etc.

Ice at Rotary Park - the committee requested help from the department to ensure that they use the hydrant correctly and seal it correctly when they go to make the ice at the rink. Danny offered to assist.

ADJOURNED AT 8:25

DEPARTMENT OFFICER SIGNATURES



TREVOR LATTA
CHIEF, OURAY FIRE



CRAIG KAMINSKY
SECRETARY, OURAY FIRE

Administrator Report 2.13.20

- I was out of town the week of the 3rd at the City and County Managers conference and training, and then was out the 10th through the 12th at the Building Better Places training. I will provide a verbal report during the meeting on anything pertinent to the City that has arisen.

City of Ouray Hot Springs Pool and Fitness Center - Visitor and Revenue Trends

(Source: Point of Sale Software)

VISITORS	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	% change from 2018
January	7,732	7,867	7,417	7,639	7,496	9,160	9,287	36	9,392	8,553	-8.93%
February	6,844	6,240	6,563	6,380	6,177	7,158	9,095	13	7,342	5,970	-18.69%
March	8,220	7,993	8,322	8,367	7,832	10,045	10,087	58	10,468	9,118	-12.90%
April	4,254	5,025	4,756	5,056	4,277	5,691	6,195	16	7,048	5,481	-22.23%
May	10,029	9,439	9,546	10,407	10,040	11,798	12,065	2,984	13,346	11,397	-14.60%
June	16,772	15,824	16,753	18,494	18,294	20,970	22,404	18,175	24,764	24,525	-0.97%
July	27,804	27,201	26,005	30,652	29,009	32,485	36,116	37,483	35,943	36,986	2.90%
August	19,314	17,421	17,463	18,875	21,625	22,377	22,353	25,486	23,936	23,274	-2.77%
September	11,818	11,379	11,496	10,825	10,617	14,334	9,258	16,065	16,397	14,833	-9.54%
October	6,165	6,266	5,419	5,741	6,473	7,360	62	9,834	8,771	9,596	9.41%
November	5,388	5,109	5,460	6,052	6,576	6,878	49	7,077	7,043	6,920	-1.75%
December	6,931	7,334	6,512	7,117	7,158	7,646	47	10,753	9,046	8,174	-9.64%
TOTAL YEAR	131,271	127,098	125,712	135,605	135,574	155,902	137,018	127,980	173,496	164,827	

REVENUE	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	% change from 2018
January	\$ 51,412.50	\$ 51,516.52	\$ 63,665.75	\$ 69,592.57	\$ 70,853.78	\$ 84,848.13	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	6.47%
February	\$ 47,060.50	\$ 40,712.27	\$ 53,489.36	\$ 53,942.51	\$ 58,070.40	\$ 62,350.28	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	-7.12%
March	\$ 54,290.00	\$ 53,734.00	\$ 68,778.92	\$ 71,253.08	\$ 73,228.30	\$ 92,289.88	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	6.16%
April	\$ 28,326.50	\$ 32,716.07	\$ 39,091.23	\$ 40,718.09	\$ 35,578.60	\$ 50,940.75	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	-14.98%
May	\$ 71,266.00	\$ 64,312.46	\$ 83,176.16	\$ 92,099.46	\$ 90,214.50	\$ 109,383.77	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	-11.32%
June	\$ 132,959.50	\$ 147,891.01	\$ 168,218.99	\$ 184,665.49	\$ 175,517.27	\$ 186,061.57	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	-2.03%
July	\$ 229,594.50	\$ 255,111.76	\$ 248,316.40	\$ 273,929.96	\$ 278,448.14	\$ 300,620.51	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	4.13%
August	\$ 150,830.00	\$ 148,989.05	\$ 164,396.17	\$ 169,419.68	\$ 196,542.94	\$ 194,321.61	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	-4.19%
September	\$ 85,652.00	\$ 94,152.75	\$ 104,059.16	\$ 90,904.86	\$ 93,619.70	\$ 127,909.15	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	-6.30%
October	\$ 41,235.00	\$ 49,054.72	\$ 47,989.45	\$ 51,079.71	\$ 56,515.76	\$ 63,216.05	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	21.77%
November	\$ 32,012.00	\$ 40,559.39	\$ 41,042.60	\$ 48,744.63	\$ 55,891.66	\$ 54,218.80	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	-1.07%
December	\$ 49,911.41	\$ 66,499.97	\$ 67,307.68	\$ 75,289.46	\$ 73,048.24	\$ 74,421.59	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 104,750.32	-6.18%
TOTAL YEAR	\$ 974,549.91	\$ 1,045,249.97	\$ 1,149,531.87	\$ 1,221,639.50	\$ 1,257,529.29	\$ 1,400,582.09	\$ 1,238,443.59	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,487.72	

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Ouray, Colorado 81427



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TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: February 13, 2020
FOR: February 18, 2020 Meeting
SUBJECT: Community Development Report

The Community Development Department has completed the following major tasks this last month:

1. Community Builders Building Better Places training final team formation, logistics and participation
2. Planning Commission housing initiatives – Creation of proposed amendments to the Accessory Dwelling Unit Regulations
3. Community Plan Update work on draft goals and actions, and Parks and Recreation theme discussion
4. Assistance with Community Development Coordinator hiring process
5. Planning Commission appointment process
6. Columbus Building State Historic Fund grant administration
7. CEDC facilitation, CEDC appointments and February meeting
8. New Building Official orientation and training
9. Short-term Rental License application reviews

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CONSENT AGENDA ITEMS (February 18, 2020):

TABJ Companies LLC dba Silver Eagle Saloon – Liquor License Renewal

Action Requested – *Will City Council approve the liquor license renewal for TABJ Companies LLC dba Silver Eagle Saloon?*

Background – This is an established business within the City of Ouray that currently possesses a liquor license. As is required by State Statute for all liquor license holders, they must renew their liquor license annually. All the necessary paperwork and administrative requirements have been met and everything is in order for renewal. No issues have been identified with local law enforcement or State Liquor Enforcement for this renewal.

Recommendation – City Staff recommends that City Council approve the liquor license renewal of TABJ Companies LLC dba Silver Eagle.

Submit to Local Licensing Authority

THE SILVER EAGLE SALOON
PO BOX 191
Ouray CO 81427

Fees Due		
Renewal Fee		500.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$500.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name TABJ COMPANY			Doing Business As Name (DBA) THE SILVER EAGLE SALOON	
Liquor License # 03-07850	License Type Tavern (city)	Sales Tax License # 31917484	Expiration Date 04/05/2020	Due Date 02/20/2020
Business Address 617 MAIN STREET Ouray CO 81427				Phone Number 9703254161
Mailing Address PO BOX 191 Ouray CO 81427			Email	
Operating Manager	Date of Birth	Home Address		Phone Number
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>open purchase option</u>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				



ACTION ITEMS (February 18, 2020):

Ordinance 2, Series 2020 - Regarding Refinancing the COP – Second Reading

Action Requested – *Will City Council approve the second reading of the ordinance to refinance the COP?*

Background – The City Council has determined that it is in the best interests of the City and its residents to undertake the refinancing of the 2017 COP. Following a recent request for proposals delivered by the City to a number of financial institutions, the City has received several proposals, and wish to delegate to the City Administrator and the Finance and Administrative Services Director the final selection of the financial institution (the “Bank”) with whom to undertake the project. This ordinance was prepared by our Bond Attorney and is standard practice with these types of public financial transactions. This is the second reading. Please refer to the ordinance documentation within the packet for further details.

Recommendation – City staff recommends City Council approve the second reading of Ordinance 2, Series 2020 - Regarding Refinancing the COP

Resolution 4, Series 2020 – Regarding Ouray County Sheriff

Action Requested – *Will City Council approve resolution #4, Series 2020 regarding Ouray County Sheriff?*

Background – This resolution was requested by Mayor Greg Nelson and Mayor Pro Tem John Wood in regards to the Ouray County Sheriff. Please see the resolution for details.

Recommendation – N/A

Dowl Engineering Agreement – Box Cañon Road Repairs

Action Requested – *Will City Council approve the Engineering Services proposal with Dowl engineering for the Box Cañon Road Repairs?*

Background – In a specific location on Box Cañon Road, erosion has caused severe deterioration, which requires immediate attention. This road damage has been progressing since 2010 and is now at a point where City Staff believes this to be a safety hazard to vehicles traveling upon the roadway. The engineering proposal as found in this packet provides the necessary engineering services to begin work on the roadway. These services include the following:

- Topographic Site Survey
- Site Evaluation and Analysis
- Preliminary Construction Plans
- Final Construction Plans and Bid Documents
- Construction Support

The total proposed cost of the engineering services is \$27,390. Please see the proposal for further details.

Recommendation – City Staff recommends approval of the Dowl Engineering Proposal and agreement letter for Box Cañon Road.

PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant

Action Requested – *Will City Council Approve the PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant?*

Background – In 2019 the City of Ouray teamed up with Columbus Hotel and received a State Historical Grant for improvements to be made to the building. As part of this project, a grant administrator is necessary and has been selected by Columbus Hotel. The following services will be provided throughout the project:

The Grant Administrator shall provide services for the Project as described in the Agreement in a manner consistent with industry standards for professional skill and care. The Grant Administrator shall assist the Owner in determining consulting services required for the Project. The Grant Administrator services include the following consulting services:

1. Initiation, compliance and execution coordination of contracts with State Historical Fund and Consultants.
2. Project Planning in coordination with Owner and consultants within SHF contract period.

No work will be completed outside of this project period.

3. Project Reporting as required by the State Historical Fund.
4. Payment request review and financial report preparation.
5. Covenant/easement coordination and review per State Historical Fund requirements.
6. Project implementation coordination.
7. Competitive bidding or request for proposal coordination with Owner and Consultants.
8. Subcontractor submittal processing.
9. Maintenance of financial records during project period.
10. Preparation and coordination of deliverable submittals in accordance with State Historical Fund requirements and timeframes as outlined in the State Historical Fund contract for project no. 2020-01-013.
11. All work to be performed will be in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties.

During the Design Phase, the Grant Administrator shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Upon the Owner's approval of the design with the Architect, the Grant Administrator shall process any necessary deliverables according to requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. All costs for the above services are paid through the grant as well as Columbus Hotel funds.

Recommendation – City Staff recommends approval of the PSA with Preservation Studio, Inc. for Work on the Columbus Building State Historic Fund Grant.

ORDINANCE NO.02 SERIES 2020

AN ORDINANCE CONCERNING THE REFINANCING OF THE LEASE PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND TELLURIDE REAL ESTATE SOLUTIONS I, LLC AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE CITY OF LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the City of Ouray, (the “City”), is a municipal corporation duly organized and existing as a home rule city pursuant to Article XX of the Constitution of the State of Colorado (the “Constitution”) and the home rule charter of the City (the “Charter”); and

WHEREAS, pursuant to Section 8.1 of the Charter and Section 6 of Article XX of the Constitution, the City is authorized to enter into one or more leases for land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the City is authorized pursuant to Section 10.6 of the Charter, to, without an election, acquire real or personal property for any public purpose by entering into rental or lease purchase agreements, limited to a period not exceeding the useful life of the property acquired, which leased property may be mortgaged or assigned, all or in part, during the term of the lease, which lease purchase obligations shall be subject to annual appropriations by the City; and

WHEREAS, the City has previously entered into a Lease Purchase Agreement dated as of June 19, 2017 (the “2017 Lease”) between the City, as lessee, and Telluride Real Estate Solutions I, LLC, as lessor, for the purpose of providing funds for the financing of the cost of planning, constructing, acquiring and equipping improvements to the City’s hot springs pool facility (the “2017 Project”); and

WHEREAS, the leased property under the 2017 Lease is the property more specifically described in Exhibit A, attached hereto and incorporated herein (the “2017 Leased Property”); and

WHEREAS, the City Council of the City (the “Council”) has determined that it is in the best interests of the City and its residents to undertake the refinancing of the 2017 Project by exercising its option to purchase the 2017 Leased Property under the 2017 Lease and to pay the costs of issuance in connection therewith (collectively, the “Refunding Project”); and

WHEREAS, upon the exercise of its purchase option under the 2017 Lease, the City will be the owner of the fee simple interest in the real property and improvements described in Exhibit A to the Site Lease (defined below) (the “Leased Property”); and

WHEREAS, following a recent request for proposals delivered by the City to a number of financial institutions, the City has received several proposals, and wish to delegate to the City Administrator and the Finance and Administrative Services Director the final selection of the financial institution (the “Bank”) with whom to undertake the Refunding Project;

WHEREAS, upon final selection by the City Administrator and Administrative Services Director, the City wishes to enter into that certain Site Lease to be dated as of its date of execution and delivery (the "Site Lease") between the City, as lessor, and the Bank, as lessee, a leasehold interest in the Leased Property for a lump-sum payment of not to exceed \$2,800,000 and sublease the Leased Property back from the Bank pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the "Lease") between the Bank, as sublessor, and the City, as sublessee; and

WHEREAS, by entering into the Site Lease and the Lease with respect to the Leased Property, the City can have the use, on a current basis, of the Leased Property while paying installments of rent not exceeding the fair rental value of the Leased Property; and

WHEREAS, the Council has been presented with or had made available to it forms of the Site Lease and the Lease; and

WHEREAS, the Council is desirous of authorizing and approving the execution of the agreements and instruments described above and the transactions evidenced thereby; therefore

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, as follows:

Section 1. Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the "Ordinance"), by the Council or the officers of the City, directed toward the implementation of the Refunding Project, including without limitation the preparation of the forms of the Lease and the Site Lease and related documents, are hereby ratified, approved and confirmed.

Section 2. Findings; Authorizations. The Council hereby finds and determines, pursuant to the City's home rule powers and all applicable laws of the State of Colorado, that the Refunding Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its inhabitants; and the Council hereby authorizes the Refunding Project. The City hereby elects to apply all of the provisions of the Supplemental Public Securities Act, Part 2 of Article 57, Title 11, C.R.S. (the "Supplemental Securities Act"), to the extent applicable and not inconsistent herewith, to the Lease.

Section 3. Approval and Execution of Documents; Authorized Officers; Variations in Documents; Delegation. The Site Lease and the Lease, in substantially the forms delivered to the office of the City Clerk prior to the final adoption of this Ordinance, are in all respects approved, authorized and confirmed, and the Mayor of the City or his designee or designees are hereby authorized and requested to execute and deliver, and the City Clerk of the City are hereby authorized and directed to affix the seal of the City to, and attest, the Site Lease and the Lease in substantially the forms so delivered to the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the City Attorney. The Council hereby authorizes and requested the Mayor and the Finance and Administrative Services Director (and any persons authorized by law to act on their behalf in their absence) to act as the "Authorized Officer" under the Lease. Prior to the execution of the Site Lease, the Lease or any other instrument contemplated by this Ordinance, the final forms thereof and the final Base Rentals (as defined in the Lease) due under the Lease shall be approved by a certificate signed by the

Finance and Administrative Services Director (a "Final Terms Certificate"). On behalf of the City, the City Administrator and Finance and Administrative Services Director are hereby authorized to select the financial institution to serve as the Bank based on the responses to the requests for proposals previously submitted in connection with the Refunding Project.

Section 4. Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, his designee(s) and the Authorized Officers are hereby authorized to execute and deliver for and on behalf of the City any and all related agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized by this Ordinance. The appropriate officers of the City are also authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

Section 5. Lease Terms. The Lease shall provide for the payment of Base Rentals consisting of an interest component and a principal component, and the schedule of Base Rentals incorporated in the Lease shall be approved by Final Terms Certificate, subject to the following limitations:

- (a) the aggregate amount of the principal component of Base Rentals shall be determined by Final Terms Certificate and shall not exceed \$2,800,000;
- (b) the interest component of Base Rentals shall accrue at a net effective interest rate not to exceed 3.50%, or, in an event of taxability or an event of default, at a taxable rate not to exceed 4.45% a default rate not to exceed 8%;
- (c) the Lease, including all renewal terms thereof, shall terminate not later than December 31, 2030; the Site Lease, including all renewal terms thereof, shall terminate not later than December 31, 2040; and
- (d) the City shall have the option to purchase the Bank's interest in the Leased Property and terminate the Site Lease in the manner provided in the Site Lease and the Lease.

Section 6. No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the Council and constitutes an undertaking of the City to make current expenditures. No provision of this Ordinance, the Lease or the Site Lease shall be construed, individually or collectively with other provisions, as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, constitutional or statutory debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. The City shall have no obligation to make any payment except in connection with the payment of the Base Rentals and certain other payments under the Lease, which payments shall be subject to termination and nonrenewal by the City in accordance with the provisions of the Lease.

Section 7. Expression of Need. The City hereby declares its current need for the use and possession of the Leased Property. It is hereby declared to be the present intention and expectation of the Council that the Lease will be renewed annually until the Site Lease is terminated and all of the Bank's interest in the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

Section 8. Reasonable Rentals. The Council hereby determines and declares that the Base Rentals due under the Lease, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Leased Property, and that the Purchase Option Price (as defined in the Lease) will represent, as of any date upon which the City may exercise its option to purchase the Bank's interest in such Leased Property, the fair purchase price thereof. The Council further hereby determines and declares that the Base Rentals due under the Lease and authorized hereby will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Bank's interest in the Leased Property pursuant to the Lease. In making such determinations, the Council has given consideration to the cost of acquiring the Leased Property, the uses and purposes for which the Leased Property is employed by the City, the term of the Site Lease, the use of the Leased Property pursuant to the terms and provisions of the Site Lease and the Lease, the City's option to purchase the Bank's interest in the Leased Property, the City's right to cause the termination of the Lease by declining to appropriate funds, and the expected eventual vesting, release or reversion in or to the City of both title to and possession of the Leased Property, free and clear of the Site Lease. The Council hereby determines and declares that the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the City other than pursuant to the Lease. The Council hereby determines and declares that, after execution and delivery of the Lease, the maximum duration of the Lease, or the portion thereof allocable to any item of Leased Property separately identified in the Lease, will not exceed the weighted average useful life of such item or items of Leased Property.

Section 9. Exercise of Purchase Option. The Council hereby authorizes the exercise of the City's purchase option under the Lease. The Council hereby determines and declares that such action is in the best interests of the City and its inhabitants.

Section 10. Severability. If any section, paragraph, clause or provision of this Ordinance, the Lease or the Site Lease (other than provisions as to the payment of Base Rentals by the City during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease, and provisions for the conveyance or release of the Bank's interest in the Leased Property to the City under the conditions provided in the Site Lease and the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. Repealer of Measures. All acts, orders, resolutions, ordinances or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

Section 12. Public Inspection. Council deems it appropriate that this Ordinance be published by title and summary prepared by the City Clerk and that this Ordinance be available for inspection and acquisition in the office of the City Clerk.

Section 13. Effective Date. The provisions of this Ordinance shall become effective thirty days after the public hearing and final action.

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED
PUBLISHED on first reading by 5-0 vote of the Ouray City Council this 3rd day of February,
2020.

CITY OF OURAY, COLORADO



Greg Nelson, Mayor

(SEAL)

ATTEST:



Melissa M. Drake, City Clerk

INTRODUCED, READ, APPROVED AS INTRODUCED, AND ORDERED
PUBLISHED on second reading by _____ vote of the Ouray City Council this 18th day of
February, 2020.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

(SEAL)

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify Ordinance No. [2] (Series 2020), was introduced, read and passed by the Ouray City Council on first reading On February 3, 2020. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on FEBRUARY 6, 2020, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake
Melissa M. Drake, City Clerk

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

Legal Description:

PARCEL 1:

THE WEST 50 FEET OF LOTS 21, 22, 23, AND 24 IN BLOCK 18,
CITY OF OURAY, COUNTY OF OURAY, STATE OF COLORADO.

PARCEL 2:

ALL OF THE EMERGENCY SERVICES CENTER CONDOMINIUMS ACCORDING TO THE
CONDOMINIUM MAP RECORDED APRIL 4, 1983 UNDER RECEPTION NO. 133542, AND
THE CONDOMINIUM MAP DECLARATION RECORDED APRIL 4, 1983 UNDER
RECEPTION NO. 133541, COUNTY OF OURAY, STATE OF COLORADO.

STATE OF COLORADO)
)
COUNTY OF OURAY) SS.
)
CITY OF OURAY)

I, Melissa M. Drake, the duly appointed City Clerk of the City of Ouray, Colorado (the "City") do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance adopted by the City Council of the City of Ouray, Colorado (the "City Council" and the "City" respectively), on second reading at a regular meeting of the City Council held on February 3. A quorum of the City Council was in attendance at each meeting.

2. That the passage of the Ordinance on second reading was duly moved and seconded at a regular meeting of the Council on February 18, 2020, and the Ordinance was approved as follows:

<u>City Council member</u>	<u>Voting Yes</u>	<u>Voting No</u>	<u>Absent</u>	<u>Abstaining</u>
Greg Nelson, Mayor				
Glenn Boyd, Council member				
Ethan Funk, Council member				
K. John Wood, Council member				
Peggy Lindsey, Council member				

3. That the Ordinance has been authenticated by the Mayor and sealed with the corporate seal of the City, attested by me as the City Clerk, and duly recorded in the official records of the City.

4. That notice of the meeting of first reading on February 3, in the form attached hereto as Exhibit A, was duly given to the City Council members and was posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

5. That notice of the meeting of second reading and public hearing on February 18, in the form attached hereto as Exhibit B, was duly given to the City Council members and was

posted in a designated public place within the boundaries of the City no less than twenty-four hours prior to the meeting as required by law.

6. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on FEBRUARY 8, 2020, and thereafter published in the *Ouray County Plaindealer*, as required by law, and a copy of the affidavit of publication is attached hereto as Exhibit C.

7. Copies of the Ordinance have been made available to the public.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this ___ day of February, 2020.

Melissa M. Drake, City Clerk

(SEAL)

Exhibit A

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center – MASSARD ROOM
February 3, 2020
Work Session 4pm and Regular Meeting 6pm

- Electronic copies of the Council Packet are available on the City website at www.cityofouray.com. A hard copy of the Packet is also available at the Administrative Office for interested citizens.
- Action may be taken on any agenda item
- Notice is hereby given that a majority or quorum of the Planning Commission, Community Economic Development Committee, Beautification Committee, and/or Parks and Recreation Committee may be present at the above noticed City Council meeting to discuss any or all of the matters on the agenda below for Council consideration

Work Session 4pm

Marketing and Visitor Center Contract

Regular Meeting 6pm

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL
 - a. Waste Management
 - b. Uncompahgre Watershed
5. APPROVAL OF MINUTES - January 6 and January 21 Regular Meetings
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION
Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
8. DEPARTMENT REPORTS
 - a. City Administrator
 - b. Police Chief
 - c. Public Works Director
 - d. City Resources Director
9. CONSENT AGENDA
 - a. Special Events Permit – Paradox Sports, Got Stump Event, February 29th
 - b. Bed & Breakfast Permit Application – China Clipper B & B LLC dba China Clipper B&B
10. ACTION ITEMS
 - a. JVA Master Plan Update
 - b. Request to Remove Restrictive Covenant and Determine Water and Sewer Investment and Tap Fees Owed – 340 9th Ave.
 - c. Ordinance Regarding Refinancing COP – First Reading
11. DISCUSSION ITEMS
 - a. Flume Tax Renewal
 - b. Camp Bird Road Closures
 - c. Future Agenda Items
12. ADJOURNMENT

Posted Date 1/30/2020 By mmD

Exhibit B

Exhibit C

RESOLUTION NO. 04, SERIES 2020

A RESOLUTION OF THE CITY OF OURAY, COLORADO, REQUESTING OURAY COUNTY SHERIFF LANCE FITZGERALD RESIGN IMMEDIATELY.

WHEREAS, the Sheriff of Ouray County is elected by all who live in our County;

WHEREAS, a no confidence vote holds an elected official accountable when they are deemed unfit for that position, perhaps because they are inadequate in some aspect, are failing to carry out obligations, or are making decisions that voters feel detrimental.

WHEREAS, in 2003, the State of Colorado required law enforcement be peace officer standards and training (P.O.S.T.) certified pursuant to C.R.S. 16-2.5-102, this includes the Sheriff;

WHEREAS, the 2020 P.O.S.T. manual contains a Law Enforcement Code of Ethics on page 5 of 549, which states in part:

I will keep my private life unsullied as an example to all...Honest in thought and deed in both my personal and official life. I will be exemplary in obeying the laws of the land and the regulations of my department;

WHEREAS, City Council believes having an unsullied reputation for the Ouray County Sheriff and its department, is important to the general wellbeing of the City of Ouray, including the City of Ouray Police Department, citizens, businesses, landowners, the general public, and visitors;

WHEREAS, the Ouray City Council determines that the conduct of Ouray County Sheriff Lance Fitzgerald, beginning sometime after taking office and continuing today, has tarnished the reputation of the City of Ouray and Ouray County, throughout the Western Slope, Southwest Colorado and the entire state; and

WHEREAS, regardless of the outcome of any criminal charge brought against Sheriff Fitzgerald, the City of Ouray, by and through this City Council, have lost all confidence in his ability to carry out his duties in a manner befitting of the position.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, that after due consideration, City Council hereby finds that it has lost confidence in Sheriff Lance Fitzgerald, deeming him no longer fit to hold office as Sheriff of Ouray County and request that he resign as Ouray County Sheriff immediately.

ADOPTED this 18th day of February, 2020 by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa M. Drake, City Clerk



January 29, 2020

Mr. Joe Coleman, Public Works Director
City of Ouray
320 6th Avenue
Ouray, CO 81427

Sent Electronically this date to: colemanj@cityofouray.com

RE: Box Canyon Falls Road
SUBJ: Proposal for Engineering Services

Dear Mr. Coleman:

Thank you for requesting this proposal to provide engineering services for the proposed Box Canyon Falls road improvements. We were happy to provide the services as outlined in the scope of services presented below.

Scope of Services

Task 1 – Topographic Site Survey

For Task 1, we will perform a topographic survey and create a base map for road and drainage design. We anticipate the following costs associated with our Task 1 services:

Task 1 Fees

- | | |
|--|---------|
| • Field Survey – 8 hours at \$210/hr. | \$1,680 |
| • Base Map Preparation – 12 hours at \$110/hr. | \$1,320 |
| • PLS Review - 2 hours at \$130/hour | \$260 |

Task 2 - Site Evaluation and Analysis

This task involves performing a site visit and reviewing known geologic conditions at the site as well as reviewing anecdotal information from City staff and archival photographs to determine impacts to the roadway from ice park activities, vehicle traffic and natural erosional processes. This will assist in the development of appropriate design elements and construction limits for the project. We anticipate the following costs for Task 2:

Task 2 Fees

- | | |
|---|---------|
| • Evaluation, research and Data Review - 16 hours at \$155/hour | \$2,480 |
|---|---------|

Task 3 – Preliminary Construction Plans

Following our site evaluation and design meetings with City staff, we will develop preliminary plans and specifications for the Box Canyon shelf road improvements. Included in this task are



the coordination with San Miguel Power Association (SMPA) for the proposed pole relocation and with City staff to design drainage improvements and to design protection for the City's water main in the roadway. As requested by City staff, we will attend two (2) 4-hour meetings for design coordination and any requested presentations to the Ouray City Council. We estimate the following fees associated with Task 3:

Task 3 Fees

- | | |
|---|---------|
| • Drafting - 32 hours at \$105 per hour | \$3,360 |
| • Structural Analysis and Design - 24 hours at \$160/hour | \$3,840 |
| • Civil Design– 12 hours at \$155 per hour | \$1,860 |
| • Project Meetings - 8 hours at \$155 per hour | \$1,240 |

Task 4 – Final Construction Plans and Bid Documents

Following receipt of any review comments from City of Ouray staff we will finalize the plans for construction. This task involves developing bid documents, final engineer's estimate of probable cost and project plans and specifications for the proposed road improvements. We estimate the following fees associated with Task 4:

Task 3 Fees

- | | |
|--|---------|
| • Drafting - 16 hours at \$105 per hour | \$1,680 |
| • Structural Design - 12 hours at \$160/hour | \$1,920 |
| • Civil Design– 12 hours at \$155 per hour | \$1,860 |

Task 5 – Construction Support

On behalf of the City, DOWL will provide construction support by attending six weekly project site meetings to review progress and provide support. We also review and required material submittals, respond to any requests for information (RFI's) and provide six weekly project summary reports. We estimate 4-6 weeks for project construction depending on weather, seasonal access requirements and unanticipated site conditions We estimate the following fees associated with Task 5:

Task 5 Fees

- | | |
|---|---------|
| • Weekly Site Meetings - 24 hours at \$155/hour | \$3,720 |
| • RFI and Submittal Responses - 8 hours at \$155/hour | \$1,240 |
| • Project Updates - 6 hours at \$155/hour | \$930 |

Proposed Estimate for Engineering Services

We propose to work on an hourly rate basis, plus reimbursable expenses, per our most current Rate Schedule, (attached below) and will only invoice for those services that are required or requested by the Owner/project team. We have estimated the cost for hourly engineering for each task as follows:



Task 1 – Topographic Site Survey	\$ 3,260
Task 2 – Site Evaluation and Analysis	\$ 2,480
Task 3 - Preliminary Construction Plans	\$10,300
Task 4 - Final Plans and Bid Documents	\$5,460
Task 5 - Construction Support	\$5,890

Total Estimated Fee for Engineering Services	\$ 27,390
---	------------------

Our proposal does not include the following tasks, which are available from DOWL upon request for additional fees:

- Construction Materials Testing
- Construction Surveying and Staking, including as-built drawings
- Construction Management
- Traffic Studies
- Environmental Permitting

For purposes of design, it is our understanding that the Owner will provide the following:

- Unlimited Access to the site
- Timely review of project plans and documents
- Historic or archival photographs or records of Box Canyon Falls Road

If this proposal is acceptable to you, please let us know, and we can get started immediately on the project. Thanks again for considering DOWL to assist you on this great project! Please contact me at (970) 497-8852 or dquigley@dowl.com if you have any questions about our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel C. Quigley".

Daniel C. Quigley, PE
Senior Project Manager

Agreement between Owner and Grant Administrator

AGREEMENT made as of this __ day of January, 2020

BETWEEN the Owner:

City of Ouray
PO Box 468
Ouray, CO 81427

and the Grant Administrator:

The Preservation Studio, Inc.
118 North Tejon Street, Suite 400
Colorado Springs, CO 80903
Telephone Number: 719.761.4898

for the following Project:

Masonry Rehabilitation at the Columbus Building
740 Main Street, Ouray, CO 81427
History Colorado, State Historical Fund Project No. 2020-01-013

The Owner and Grant Administrator agree as follows:

Section 1 GRANT ADMINISTRATOR'S RESPONSIBILITIES

The Grant Administrator shall provide services for the Project as described in this Agreement in a manner consistent with industry standards for professional skill and care. The Grant Administrator shall assist the Owner in determining consulting services required for the Project. The Grant Administrator services include the following consulting services:

1. Initiation, compliance and execution coordination of contracts with State Historical Fund and Consultants.
2. Project Planning in coordination with Owner and consultants within SHF contract period. No work will be completed outside of this project period.
3. Project Reporting as required by the State Historical Fund.
4. Payment request review and financial report preparation.
5. Covenant/easement coordination and review per State Historical Fund requirements.
6. Project implementation coordination.
7. Competitive bidding or request for proposal coordination with Owner and Consultants.
8. Subcontractor submittal processing.
9. Maintenance of financial records during project period.
10. Preparation and coordination of deliverable submittals in accordance with State Historical Fund requirements and timeframes as outlined in the State Historical Fund contract for project no. 2020-01-013, Exhibits A and C
11. All work to be performed will be in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.

During the Design Phase, the Grant Administrator shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Upon the Owner's approval of the design with the Architect, the Grant Administrator shall process any necessary deliverables according to requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides.

The Owner and Grant Recipient are ultimately responsible for project management, final decisions and required deliverable submittals to assure the requirements of the awarded grant(s) are followed.

Section 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Grant Administrator shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall employ a Contractor and Architect experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

Section 3 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Grant Administrator shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Grant Administrator to suspend or terminate services. Either the Grant Administrator or the Owner may terminate this Agreement after giving no less than thirty days' written notice, if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

Section 4 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the State of Colorado and venue and venue shall be Ouray County. Neither party to this Agreement shall assign the contract without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Grant Administrator.

The Grant Administrator and Grant Administrator's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

Any Consultant hired by Grant Administrator with the SHF contract period shall be approved by Owner and subject to any competitive bidding requirements of Owner.

Any claim dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution by way of litigation. All claims for damages shall be commenced within the time period specified by applicable law at the locality of the Project.

Both parties waive consequential damages for claims, disputes or other matters in litigation arising out of or relating to this Agreement.

The Grant Administrator understands and acknowledges that the Owner relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, COLO. REV. STAT. § 24-10-101, *et seq.*

To the fullest extent permitted by law, the Grant Administrator agrees to indemnify and hold harmless the Owner, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Grant Administrator or any third party under the control or supervision of the Grant Administrator, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Grant Administrator or the Grant Administrator's agents, representatives, subcontractors, or suppliers.

The Owner designates the City Administrator as its representative and authorizes her to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications or instructions shall be directed to the City representative.

The services to be performed by the Grant Administrator are those of an independent contractor and not as an employee of the Owner. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the Owner and the Grant Administrator, or their successors or assigns. No agent or employee of the Grant Administrator shall be or shall be deemed to be the employee or agent of the Owner. The Owner is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Grant Administrator. None of the benefits provided by the Owner to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the Owner to the employees of the Grant Administrator. The Grant Administrator will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Grant Administrator will pay all federal and state income tax on any moneys paid pursuant to this agreement.

The Grant Administrator shall procure and maintain Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Grant Administrator engaged in the performance of work under this agreement.

The Grant Administrator shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Section 5 PAYMENTS AND COMPENSATION TO THE GRANT ADMINISTRATOR

The Grant Administrator's Compensation shall be:

\$20,500.00 (Twenty Thousand Five Hundred Dollars and no cents)

Payments are due and payable upon receipt of the Grant Administrator's monthly invoice. Monthly invoices will be based upon work and expenses incurred during the project period. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the month, the hours worked by employee or Contractor, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee or Contractor, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Amounts unpaid 60 (sixty) days after the invoice date shall bear interest from the date payment one percent (1%) per month, unless the delay in payment resulted from unsatisfactory work or documentation therefore. Invoices will not be considered due until the Owner has received funding from the grant source, and invoices unpaid for 60 days following receipt of such funds shall bear interest as described above. Owner further understands that final payment from grant sources may be in the form of a reimbursement as described in State Historical Fund contract for project no. 2020-01-013.

Forms, photographs, and other documents, including those in electronic format, prepared by the Consultant and its sub-consultants are the Instruments of Service for use with respect to the project. Upon execution of this agreement, the Consultant grants the Owner a non-exclusive license to reproduce and use the Consultant's Instruments of Service in connection with the project, including the project's further development by the Owner and others retained by the Owner for such purposes. Subject to applicable confidentiality laws, the Consultant shall have the right to include in its promotional and professional materials photographic representations of the project, copies of its Instruments of Service or any other materials prepared by the Consultant in connection with the project.

At the request of the Owner, the Grant Administrator shall provide services not included in Section 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; major, substantial or unforeseen changes; and services not completed within 18 (Eighteen) months of the date of this Agreement through no fault of the Grant Administrator.

Section 6 OTHER PROVISIONS

PUBLIC CONTRACTS FOR SERVICES CRS §8-17.5-101.

Grant Administrator certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grant Administrator shall not knowingly employ or contract with an illegal alien to perform work under this grant or enter into a contract with a subcontractor that fails to certify to Grant Administrator that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this grant. Grant Administrator (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this grant is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Grant Administrator has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this grant, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grant Administrator participates in the State program, Grant Administrator shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grant Administrator has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grant Administrator fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this contract for breach and shall be liable for damages.

PUBLIC CONTRACTS WITH NATURAL PERSONS CRS §24-76.5-101.

Grant Administrator, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this grant.

This Agreement is entered the day and year first written above.

OWNER
CITY OF OURAY

GRANT ADMINISTRATOR
THE PRESERVATION STUDIO, INC.

(Signature)
Mayor Greg Nelson

(Signature)
Charise Boomsma, President

Attest

Melissa M. Drake, Clerk



DISCUSSION ITEMS (February 18, 2020)

Mobile Vendor Ordinance

Background – Last year, City Council adopted an ordinance to allow mobile vendors in the City of Ouray on a trial basis as a pilot program. This allowed the permitting of mobile food vendors so long as the permittee operated a retail food establishment as defined under C.R.S. § 25-4-1602(14). It was determined that a mobile food vendor is one who operates in the City selling or taking orders for or offering to sell or take orders for food from or upon the public right-of-way, or to a person on the public right-of-way and operating from a mobile food vehicle.

A mobile food vendor vehicle is a low-speed electric vehicle as defined under C.R.S. § 42-4-109.5, as amended from time to time, used to provide mobile food vendor operations. The Ouray Municipal Code, 3-15 prevents mobile food vendor operations within the City because it would require a mobile food vendor to obtain permission from all adjacent established businesses prior to selling food on public property adjacent to an established business. The City approved exemption of mobile food vending operations from the application of the huckstering provisions of the Ouray Municipal Code while this ordinance was in effect. The ordinance and pilot program expired on September 30th 2019. Please see the ordinance in the packet for further details.

The purpose of this discussion item is for City Council to determine whether or not the City should revisit the mobile vending ordinance for 2020 and future years, or discontinue the idea.

Robert's Rules of Order

Background – This item was requested to be on this agenda by Council Member Funk. All information will be provided by him during the discussion.

Tread Lightly Training

Background – Mayor Pro Tem Wood requested this item be placed on an agenda for discussion. The intent of this discussion is to determine whether or not the City should consider implementing a mandatory TreadLightly training course for all off-highway events that wish to headquarter in Ouray, i.e. FJ Summit, Jeep Jamboree, CO500, SidebySide Rally, etc.

Future Agenda Items – Council discussion about future agenda items.

CITY OF OURAY

ORDINANCE NO. 03 (Series 2019)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO IMPLEMENTING A PILOT PROGRAM FOR MOBILE FOOD VENDING OPERATIONS WITHIN CITY LIMITS WHICH ORDINANCE SHALL EXPIRE ON SEPTEMBER 30, 2019 AND NOT BE INCORPORATED INTO THE OURAY LAND USE CODE.

WHEREAS, City Council wishes to implement a pilot program to allow the permitting of mobile food vendors so long as the permittee operates a retail food establishment as defined under C.R.S. § 25-4-1602(14), as amended from time to time, within the City limits and no more than two licenses are issued;

WHEREAS, a mobile food vendor is one who operates in the City selling or taking orders for or offering to sell or take orders for food from or upon the public right-of-way, or to a person on the public right-of-way and operating from a mobile food vehicle;

WHEREAS, a mobile food vendor vehicle is low-speed electric vehicle as defined under C.R.S. § 42-4-109.5, as amended from time to time, used to provide mobile food vendor operations.

WHEREAS, the Ouray Municipal Code, 3-15 prevents mobile food vendor operations within the City because it would require a mobile food vendor to obtain permission from all adjacent established businesses prior to selling food on public property adjacent to an established business; and

WHEREAS, the City desires to exempt mobile food vending operations from the application of the huckstering provisions of the Ouray Municipal Code while this ordinance is in effect.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO as follows:

PILOT PROGRAM FOR

MOBILE FOOD VENDING OPERATIONS

I. DEFINITIONS:

FOOD: Any raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.

MOBILE FOOD VENDOR: Any person or entity who operates in the City selling or taking orders for or offering to sell or take orders for food from or upon the public right-of-way, or to a person on the public right-of-way and who also operates a retail food establishment, as defined under C.R.S. § 25-4-1601(14), as amended from time to time, within City limits.

MOBILE FOOD VENDOR VEHICLE: is low-speed electric vehicle as defined under C.R.S. § 42-4-109.5, as amended from time to time, used to conduct and provide mobile food vendor operations.

II. LICENSE REQUIRED; FEES; TERM; EXEMPTION:

- A. It shall be unlawful for any person to operate as a mobile food vendor within the City without first obtaining a license. Fees for mobile food vendors shall be as established by City Council by resolution, and the license shall expire upon this ordinance's sunset provision, unless suspended or revoked earlier.
- B. Nothing in this part is intended to inhibit or prohibit the lawful order, sales, or delivery of food from regularly established permanent business locations.
- C. There shall be two (2) licenses available on a first come first serve basis.
- D. Mobile food vendors are exempt from City huckstering regulations.
- E. The license issued under this ordinance is revocable at any time for cause or no cause.

III. MOBILE FOOD VENDOR REGULATIONS; PROHIBITIONS:

- A. It shall be unlawful for any mobile food vendor to stop or to place a mobile food vending vehicle, food, tables, chairs or other fixtures, furniture, devices, generators or awnings used to conduct mobile food vendor operations so as to obstruct the free travel of pedestrians or vehicles in, on, near or above any public street, sidewalk, or other public right-of-way.
- B. It shall be unlawful for a mobile food vendor to stop or operate within twenty feet (20') of an intersection, or to sell or attempt to sell to any person who is standing in the street or roadway, or operate in any area so as to interrupt or interfere with the normal flow of vehicular or pedestrian traffic.
- C. No mobile food vendor's license shall be valid within the boundaries of, or within three hundred feet (300') of, any special event permitted by the City which expressly prohibits, limits or regulates licensed mobile food vendor activities. The term "special event" as used in this section means activities such as, but not limited to, festivals, concerts, games and athletic events, parties, celebrations, picnics, parades, educational presentations and reenactments, memorial services, classes and other similar activities for which a revocable permit for the exclusive use of public property has been issued as provided by the City.
- D. It shall be unlawful for any mobile food vendor, including persons licensed under this part, who is not a bona fide participant under a special event permit for a special event, to operate within three hundred feet (300') of the boundary of the special event.
- E. It shall be unlawful for any mobile food vendor, including persons licensed under this part, who is not a bona fide participant under special event permit, to refuse or fail to comply immediately with an order from a City police officer or the City Administrator to remove their operation and physically leave the boundaries of the special event to a point at least three hundred feet (300') from the outer boundaries of the special event.
- F. It shall be unlawful for a mobile food vendor to sell or offer to sell any goods, wares or merchandise other than food within the City limits in violation of ordinance.

- G. It shall be unlawful for any mobile food vendor to violate the provisions of the City Code and any regulations or licensing requirements of the State of Colorado or Ouray County.
- H. It shall be unlawful to engage in mobile food vendor operations upon any private property without the express written permission of the owner.
- I. Menus, advertising and other signs related to the mobile food vendor operation may be affixed to the mobile food vendor vehicle so long as the menu, advertisement or other sign does not extend beyond the physical limits of the vehicle.
- J. No artificial lighting device may be erected on the public right-of-way or affixed to the mobile food vendor vehicle.
- K. Mobile food vendor operations shall be conducted during day light hours only.
- L. No mobile food vehicle shall emit music or other similar sounds which are primarily intended to attract patrons to the mobile food vehicle.
- M. This ordinance automatically expires on September 30, 2019.

INTRODUCED, APPROVED AS INTRODUCED, AND ORDERED PUBLISHED on first reading by 4 to 1 vote of the Ouray City Council this 15th day of April, 2019.

CITY OF OURAY, COLORADO

By Pamela J. Larson
Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake
Melissa M. Drake, City Clerk

INTRODUCED, READ AND ADOPTED on second reading by 4-1 vote of the Ouray City Council this 6TH day of MAY, 2019.

CITY OF OURAY, COLORADO

By Pamela J. Larson
Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake
Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 3 (Series No. 2019), was introduced, read and passed by the Ouray City Council on first reading on APRIL 15, 2019. The Ordinance was published, in summary, in the *Ouray County Plaindealer* on APRIL 18, 2019, and thereafter introduced, read and adopted by the Ouray City Council on MAY 6, 2019, and thereafter published in the *Ouray County Plaindealer*, as required by law.

Melissa M. Drake
Melissa M. Drake, City Clerk