

AGENDA
OURAY CITY COUNCIL
320 6th Avenue – Community Center MASSARD ROOM
MONDAY, March 2, 2020
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

Regular Meeting – 6pm

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC HEARING
5. CEREMONIAL/INFORMATIONAL
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 [page 2](#)
 - b. Public Works Director [page 5](#)
 - c. City Resources Director [page 15](#)
 - d. Chief of Police [page 16](#)
9. CONSENT AGENDA [page 17](#)
 - a. Liquor License Renewal – JTP Incorporated dba Ouray RV Park and Cabins/Ouray Cafe
 - b. Special Events Permit Application – ROCC – Spaghetti Dinner, Mar 28th
 - c. Special Events Permit Application – BPOE Lodge #492, Green Bingo, Mar 14th
10. ACTION ITEMS [page 22](#)
 - a. Interim City Administrator Contract Position Process
 - b. Planning Commission Appointments [page 24](#)
 - c. PSA - Architectural Services for Columbus Building Hotel [page 25](#)
 - d. Resolution 5, Series 2020 – To close the Ouray Volunteer Fire Department Special Fund at Citizens State Bank [page 37](#)
11. DISCUSSION
 - a. Sidewalk Replacement Program [page 39](#)
 - b. Future Discussion 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. Possible action concerning the City's Marketing and Visitor Center contract negotiations.
14. ADJOURNMENT

Administrator Report 2.27.20

- Conducted a weekly staff meeting with the Leadership Team. Topics discussed with the departments were as follows:
 - Cabin Fever Days, Box Cañon 100th Anniversary, Ouray Hot Springs employee recruitment,
 - Community Plan update, Community Development Coordinator interviews, Columbus Hotel progress and permit
 - Water Meter planning session with installer, Water Quality Control through CDPHE, Snow Plowing
 - Pool financial report of the year, Year-end financial reporting and auditor discussions, answering system at the City
 - Parking issues, possible future signage changes, cones in the right-of-way to reserve spaces, compact car definition, tow services
- Met with Director Noll and discussed various internal operational items, including personnel, with City Resources.
- I spoke with a local resident and builder who has pre-purchased permits and taps. They will not be using all and are requesting a refund. They will likely be coming before council as some point in the near future with this request.
- I am in the process of conducting the six month review of Jenn's position after grants were included as an additional responsibility. Six months ago Jenn took on the role of grant writer as we did not have anyone dedicated to grants at the time.
- I spent four hours on the range with the PD as the firearms instructor. All qualifications were completed.
- We conducted Community Development Coordinator interviews. On the interview panel we had myself, HR Manager, Mark Castrodale (County Planner), Chris Hawkins, Bev Martensen and Jeff Skoloda. The interviews went very well and we have received an accepted contingent offer. If the background investigation is successful, the individual will begin on March 30th.
- We attended the Council/Department Head retreat with Gregg Piburn. This retreat was a facilitated training that focused on roles and responsibilities, goals, team unity, etc. In addition we discussed the Robert's Rules and Council had the opportunity to identify specific rules in which they would like to follow as policy. This will come before Council at a future Council meeting.
- I met with Frank Robertson and discussed the Ice Park non-potable waterline project. Accounting procedures are changing so that Wright Water Engineers will be charging the Ice Park directly instead of the City. We also discussed the in-kind contribution that the City will provide over the next few years. These items will be further discussed at future planning sessions with the planning committee and the fundraising committee.
- I had a meeting with Director Coleman and discussed various operational items within the PW department.
- Met with Chief Jeff Wood and discussed various items related to the PD and future changes with ordinances. Chief Wood is going to be working with our attorney over the

next few months to update various ordinances and the fine schedule. City Council will see these items on future City Council agendas over the next few months.

- Mayor Nelson and I spoke with CDPHE regarding a phone call they had with JVA. It was reportedly a heated discussion that included topics such as the Project Needs Assessment, State Revolving Fund and JVA's assessment of cost. CDPE advised the City in January through a letter that JVA was going to be required to include further analysis of the lagoon system and the viability of that option. The City is currently waiting on the re-evaluation of the PELs and as soon as this returns we will have more information to move forward with discussions on which type of plant is needed and can be afforded.
- I met with Mayor Nelson and discussed Parks and Rec. It was requested that the City re-post the advertisement for Parks and Recreation committee. Possibly appointment to that will occur on April 6th at City Council meeting. Mayor Nelson and I discussed the Ice Rink, Parks and Maintenance, and our Building Department.
- I met with Carol and discussed the hiring process for the Interim Administrator. We spoke with DOLA and they have offered assistance with the process as well. It was decided that I would communicate with CML and CCCMA and request lists of names of people who would be eligible for an interim position or those who are in transition. This will conclude my involvement with the hiring process for the City Administrator. City Council will review application on March 4th and then will conduct interviews on March 11th.
- I met with Council Member Funk and Mayor Pro Tem Wood regarding the audio and video system for the Community Center. After full review of the system and needed purchases, it has been determined that we are under budget and can proceed with final purchasing of video equipment.
- Mayor Pro Tem Wood and I met for the March 2nd City Council agenda prep meeting. Mayor Pro Tem Wood requested that verbal reports be given by Director Coleman regarding the Phase 3 Geothermal Line project and a verbal report from Chris Hawkins regarding the Planning Commission updates for housing incentives. During our conversation, we also discussed a project that a property owner would like to propose across from Timber Ridge. This property owner feels that his preliminary proposal has been received negatively by our Land Use department as well as the Planning Commission. Mayor Pro Tem Wood suggested having the individual do a full mach-up of what he is proposing with a rendering of the overall vision. He then recommends that the individual briefly present the information to council at a council meeting during call to the public.
- I met with the property owner that was discussed with Mayor Pro Tem Wood. The individual advised that he met with Council Member Lindsey and Mayor Pro Tem Wood at the property location. He advised that he was encouraged by their response to his idea and would like to further his project. He will be meeting with our new Community Development Coordinator when that person comes on and will also put together some information to present to City Council as was recommended by Mayor Pro Tem Wood.
- I met with OTO Board President Chris Hinkson and discussed the current status of OTO contracts. City Council is currently waiting to review OTO's audit prior to any further

actions with contracts. Chris advised that everything has been turned in to the auditor and she will keep us informed as to the timeline.

- I spoke with Mayor Pro Tem Wood regarding interest rates. He asked that I reach out to Northland Securities and discuss the recent reduction in rates and see if the City is in a position to begin the COP process again.
- I communicated with Northland Securities and spoke with our placement agent, Troy Bernberg. He has sent out the second round of RFPs for the refinance and will notify of responses over the next few weeks. At this time he believes the City could potentially receive a lower interest rate than what was originally presented in 2019 and that our savings could be greater.
- Conducted weekly staff meeting with the Department Heads and discussed the following:
 - The Columbus Hotel project and progression, Steering Committee meeting and Land Use topics, Planning Commission date change for March
 - Ice Rink employee is about done, JVA phone call to the State, Box Cañon Road engineering progress, internal operational items
 - Chief still working with attorney on possible future changes, training program, officers will complete required training by the end of February.
 - Pool hiring, heat issues in the east end of the bathhouse has not been working, concerns with the concessions, Director Noll will be working with Council Member Funk to install the necessary audio components for the upgrade.
- I met with Director Noll regarding further operational and personnel matters.
- I met with HR and finalized necessary items for the Parks and Maintenance Manager position, which was announced this week.
- Mayor Nelson and I spoke with a citizen who wished to express concerns regarding various internal operations and personnel matters.
- Met with Mayor Nelson and discussed various items including the Building Better Places team. Mayor Nelson has asked that Jennifer Peterson be involved with this group as she has a great deal of experience in communications.

Public Works February Update

Water

- Water Usage Numbers for **January:**
 - Influent (Water from spring) – 31,153,244 Gallons
 - Effluent (Water to town) – 12,869,300 Gallons
 - Ice Park – 4,993,184 Gallons
 - Mineral Farms – 176,200 Gallons
- Responded to a frozen water service line on Oak St. House is used as a vacation rental. Crew was able to unthaw the line once, the line then froze up again on the property owners side (Pure Core Pipe).
- Responded to a call about no water at a private residence. City personnel showed up to find the door on the garage to be open and the water line was froze inside the garage. Once the garage door was shut the line thawed itself and the citizen had water that afternoon.
- Conference call with CDPHE and Wright Water Engineering to discuss a primary review of the surveying that will be taking place for OIPI's water initiative.
- The City received a letter from the Water Quality Control Division in regards to evaluation of source classification. The evaluation is necessary to determine whether the City's source is under the direct influence of surface water. This will require City staff to sample more often through the months of April –October 2020. Please see letter attached to report.

Sewer

- Continued skimming lagoons of debris when necessary.
- Browns Hill Engineering was onsite to work on several issues with the City SCADA system.
- Conference call with CDPHE and JVA discussing the PNA review. Please see attached update memo from JVA. The memo also includes graphs depicting organic and hydraulic loading in our current lagoon system.

Street

- Hauled snow from HWY 550 parking spaces two different times in the month of January.
- Plowed snow on several occasions, also made an effort to widen roads as much as possible.
- Effort to spot grade streets throughout town where needed. Also made an effort in the pool parking lot. Frozen ground and saturated ground make this very difficult.
- Effort to cut ice around town and make travel/parking easier.
- Removed snow from business parking spaces along the streets in town.
- Hauled snow piles from different areas around town.
- Reported damage to Ouray PD-One of the new stop signs at 3rd Ave and 2nd St has been damaged by private snow plowing operations.

- Coordinated with CDOT to get Main St cleared of snow so they could come in and do some street sweeping. Thank You CDOT!

City Resources

- Meeting with SGM regarding Phase III of the Box Canyon Geothermal Line. We discussed scope of work and had a site visit. Attached to report is SGM's scope of work proposal.
- WET samples for Hot Springs Pool collected and sent out (Quarterly sampling that needs to be done for CDPHE discharge permit requirements).
- Continued geothermal monitoring.
- MWAT Spread sheet for upstream conductivity probe. Downloaded data and added to the spreadsheet for DMR report.
- Completed paper work and build out of new Parks and Maintenance truck.
- Worked on Ski Tow, added new rollers to help tire on tow rope wear evenly.
- Yearly State boiler inspection at City Hall. Both boilers passed.
- Purchased two new doors for City Hall conference room and City Administrator office. Doors have been stained and installed.

February 1, 2020

JOE COLEMAN, ADMINISTRATOR
OURAY CITY OF, PWSID CO0146588
PO BOX 468
OURAY, CO 81427

RE: Water Quality Control Division Evaluation of Source Classification

Dear Mr. Coleman:

The Water Quality Control Division (the "Division") has begun an evaluation of the classification of your drinking water sources. This evaluation is necessary to determine whether your sources may be under the direct influence of surface water. The following springs have been classified as groundwater requiring performance monitoring:

- Spring No. 1 Weehawken (WL002)

Pursuant to Drinking Water Program Policy 3, *Evaluation of Ground Water Sources to Determine Direct Influence of Surface Water* and in accordance with Safe Drinking Water Program policy and practice regarding the evaluation of ground water sources to determine direct influence of surface water, the Division formally requests additional water quality monitoring data from OURAY CITY OF (the "System"). For each location, the following water quality data must be collected:

Parameter	Location	Frequency	Sampling Dates
Conductivity and Temperature	WL002	2X per 7-day week	April 2020 through October 2020
MPN Raw water total coliform (w/ <i>E. coli</i>)	WL002	1X month	April 2020 through October 2020
Microscopic Particulate Analysis (MPA)	WL002	3X as specified	1 st in April/May 2020 2 nd in June/July 2020 3 rd in Aug/Sept 2020
Aerobic Spores	Not Required	Not Required	Not Required

All data from the springs shall be collected after the springs have been producing water for at least five (5) minutes in duration. The water quality data should be collected beginning April 1, 2020 and ending October 31, 2020. Please do not start-up a spring for sampling only. If a spring has not been operating or will not be operating during the month, please send correspondence indicating that the spring was not active.

MPA and Total aerobic spore analyses are commercially available. The following is a laboratory that has demonstrated appropriate analytical methods for detecting bioindicative particulates:

- CH Diagnostic, Berthoud, CO, www.chdiagnostic.com, 970-532-2078



The data should be submitted to the Division on a monthly basis and arrive no later than the 10th of the month following the month in which the monitoring occurred. Blank monitoring reporting forms are enclosed for your use. Please make copies of this form as needed. Please submit data, documents, reports, forms, and replies to the Department:

- **Electronically - via the Drinking Water Portal (preferred)**
 - First-time users must create an account. The Portal is located at <https://wqcdcompliance.com/login>.
 - Use the "Result - GWUDI Performance Monitoring" category when submitting data.
- **Fax or Mail**
 - Fax: 303.758.1398
 - Colorado Department of Public Health and Environment
Water Quality Control Division / WQCD-B2-CAS
Drinking Water Compliance Assurance Section
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

When all data are compiled, the Division will review the water quality data and make a classification determination.

Please be advised that the System may waive the additional monitoring requirements by accepting a classification of "groundwater under the direct influence of surface water" (GWUDI). Any drinking water source determined to be GWUDI must meet the filtration and disinfection requirements of the Surface Water Treatment Rule including daily turbidity and disinfectant residual monitoring.

Please note, the System must perform the sampling during the required schedule in order to be considered for further evaluation as groundwater. The System is required to submit a written response to the Division stating whether the System will conduct the performance monitoring or accept a reclassification in lieu of performance monitoring. This response must be submitted by April 1, 2020.

If you would like assistance in performing the required water quality monitoring and sampling, the local assistance unit of the division offers free training to prepare you for this data collection process. Proper sampling technique is critical in obtaining representative sample results which will prevent your source from being reclassified due to sampling error, saving you significant time and money. The one-hour training is presented onsite at your system and is designed to provide you with an understanding of the interactions between surface and ground water, an explanation of the regulatory requirements if the determination confirms the reclassification, and a hands-on demonstration of how to sample and measure the required parameters. In addition, the local assistance unit has ten conductivity and temperature meters available for loan during the data collection process. These meters are available on a first come basis. This training is available to all water system personnel, and has been approved for 0.1 training units to certified operators.

Please request coaching assistance at via email cdphe.wqdwtraining@state.co.us or contact Mike Bacon by phone at 303-692-2605 with questions. Requesting assistance does not negate or delay any sampling requirements above.

If you have questions about these requirements, need technical assistance, or would like the electronic version of the enclosed form please call me at 303-692-3527 or email to: bryan.pickle@state.co.us.

Sincerely,



Bryan Pickle
Senior Groundwater Evaluation Specialist
Safe Drinking Water Compliance Assurance Section
Water Quality Control Division

File: CO0146588, Ouray County, Community - Groundwater



www.jvajva.com

☐ Boulder

1319 Spruce Street
Boulder, CO 80302
303.444.1951

☐ Fort Collins

213 Linden Street
Suite 200
Fort Collins, CO 80524
970.225.9099

☐ Winter Park

PO Box 1860
47 Cooper Creek Way
Suite 328
Winter Park, CO 80482
970.722.7677

☒ Glenwood Springs

817 Colorado Avenue
Suite 301
Glenwood Springs, CO
81601
970.404.3100

☐ Denver

1512 Larimer Street
Suite 710
Denver, CO 80202
303.444.1951

M E M O

TO:	<u>Joe Coleman</u>	DATE:	<u>February 25, 2020</u>
FIRM:	<u>City of Ouray</u>	JOB NO.	<u>2444.6c</u>
ADDRESS:	<u>City of Ouray</u>	PROJECT:	<u>City of Ouray WWTP</u>
	<u>320 6th Ave</u>	SUBJECT:	<u>Project Update</u>
	<u>Ouray, CO 81427</u>		

The purpose of this memo is to provide the City with an update on the activities completed over the past month for the Wastewater Treatment Facility (WWTF) project and the discharge monitoring report (DMR) assistance project.

For the DMR assistance project, JVA has downloaded DMR data for the past five years from the Environmental Protection Agency (EPA) Echo website. We have reviewed and analyzed the data to identify errors with the reported values using the Colorado Department of Public Health and Environment's (CDPHE) DMR Guidance document. We have prepared a detailed list of DMR data issues with their corrected values. JVA is currently preparing a memo summarizing all of the DMR errors and the recommended corrections. We plan to submit this memo to the City in March 2020.

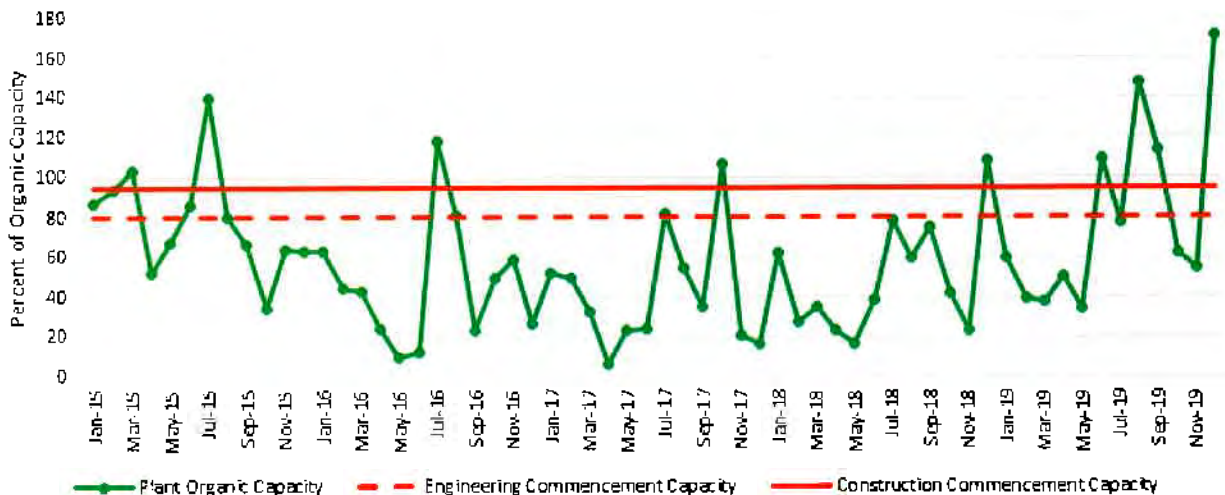
For the WWTF project, JVA reached out several times to CDPHE to follow-up on the comments that were submitted on January 9th in response to the preliminary effluent limits (PELs) that were provided from the Division for the WWTF. The Division is in receipt of the comments and will respond when they are finished with their review. It is important to note that a PEL is a planning document for the permittee that provides anticipated target limits for a permit renewal. The PEL limits may not exactly match a renewal permit, however the purpose of a PEL is to be close so a permittee can plan accordingly.

At the request of Erick Worker with CDPHE, JVA and the City attended a conference call to discuss the Project Needs Assessment (PNA) comment letter received on January 6, 2020. Most of the discussion centered around the Assessment of Alternatives and the request by the Division to expand the PNA alternatives analysis to include a lagoon enhancement alternative including a discussion for performing an antidegradation alternative analysis for alternative antidegradation discharge limits. Erick Worker requested we contact Michelle DeLaria with the Permits division to discuss further details on this request. We have reached out to Michelle via email as she requested, but do not have clear direction from her on whether the anti-degradation permit limits will be in the future discharge permits for Ouray. We assume they will likely require ammonia removal, but to date, we do not have a determination from CDPHE on whether the antidegradation alternative analysis is required and the benefits to the City's WWTF. As we develop a better understanding of the CDPHE request, we will update City staff.

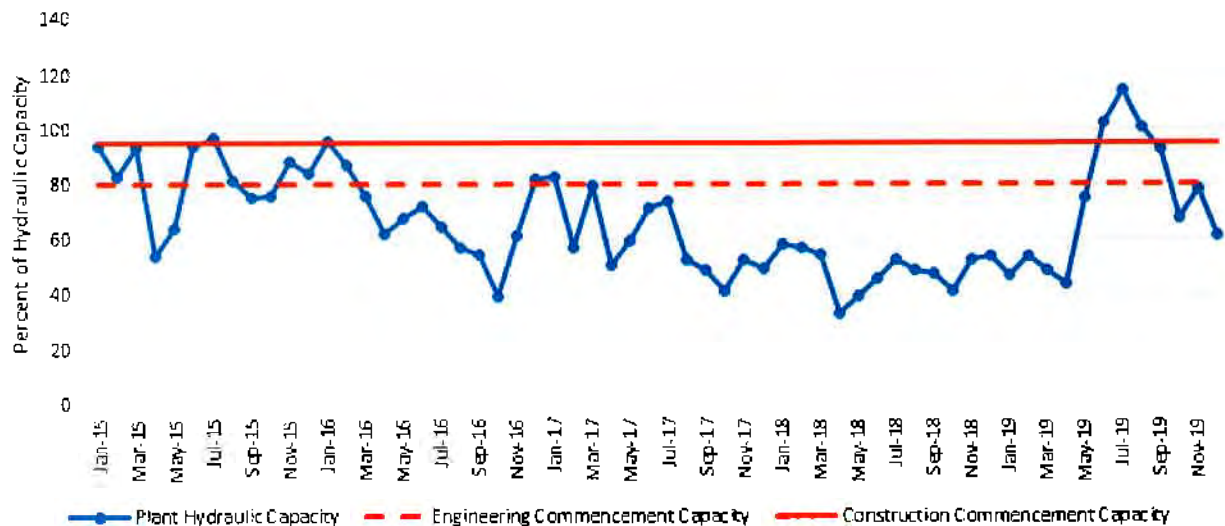
Additional discussion with CDPHE occurred during the conference call on the Debt Repayment for Loans section of the PNA comment letter. CDPHE incorrectly used a loan value of \$16,629,000 for the WWTF project cost. CDPHE should have used a project cost of \$12.5 million which significantly reduces the debt service and projected rate increase stated in their PNA comment letter. In addition, CDPHE used a 3% interest rate for the financial analysis. Current rates are much closer to 2% which also significantly impact the debt service and project rate increase. Lastly, CDPHE used incorrect operating expenses for the WWTF Project in their financial analysis.

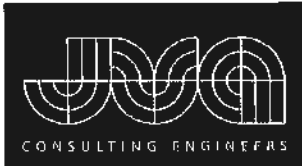
Lastly, from the January City Council meeting, discussion occurred about reviewing recent WWTF data to see if flow and loading to the WWTF have changed in recent years. Therefore, JVA downloaded influent organic and hydraulic loading data for 2018 and 2019 and updated the previously generated graphs showing this data from January 2015 to November 2019. The data shows several exceedances to the 80 percent and 90 percent CDPHE thresholds in 2019 for commencing engineering and commencing construction for treatment facility improvements. From Regulation No. 61, *"The permittee shall initiate engineering and financial planning for the expansion of the domestic wastewater treatment works whenever throughput reaches eighty (80) percent of the treatment capacity. The permittee shall commence construction of such domestic wastewater treatment works expansion whenever throughput reaches ninety-five (95) percent of the treatment capacity or, in the case of a municipality, either commence such construction or cease issuance of building permits within such municipality until such construction is commenced; except that building permits may continue to be issued for any construction which would not have the effect of increasing the input of wastewater to the sewage treatment works of the municipality involved."*

Plant Organic Capacity



Plant Hydraulic Capacity





If you have any questions or concerns, please do not hesitate to contact me directly at (970) 404-3003. We appreciate the opportunity to work with the City of Ouray.

Signed: Cooper Best
Cooper Best, PE
JVA – Regional Manager

Copies to: _____

City of Ouray
Attn: Joe Coleman
P.O. Box 468
Ouray, CO 81427

February 21, 2020

RE: Box Canyon Hot Water Infrastructure Improvements

SGM appreciates this opportunity to provide you a proposal for City Hot Water Line delivery design and construction support.

We understand that the City would like to replace a portion of the hot water delivery line from Box Canyon. The work will extend from just above the Nixon property to the manhole at 7th Street. We see our scope of work as follows:

1. Order engineering utility locates from 7th avenue to above the Nixon property.
2. SGM will make a site visit and review the utilities as located with City Public Works staff. During this site visit we will identify the routing for the new hot water transmission line. The concept will be to keep the existing line operational as much as possible during the construction to minimize disruptions at the pool.
3. During the site visit of task 2, we would recommend a meeting with the private property owner (Mr. Nixon) to discuss work on his property and how to address the heat exchange vault on his property. We have NOT included engineering time in our fee estimate re-design of the heat exchange portion of the vault. This service can be provided as requested.
4. Perform field existing condition survey of the new alignment. The field survey work will gather the existing utility locates, topography and other features that will be needed for the design and construction. The survey work will be used for both plan and profile for the new line. The survey work will set the survey control for eventual construction. Ideally this task would be performed concurrent with task 2.
5. Prepare bid documents (plans and specs) for competitive bidding process.
6. Prepare an engineer's opinion of probable construction costs.
7. SGM will assist the City through the bidding process. This will include preparing the documents, bid advertisement, facilitate a pre-bid meeting, answer contractor bid related questions and provide a recommendation to the City for a construction contractor based on the bids received. This will include issue a notice of award to the successful contractor.
8. SGM will assist the City with the construction administration. This work will include facilitating a pre-construction meeting (if needed), reviewing submittals, answer contractor requests for

information, attending weekly project meetings and being available as City staff needs. SGM will prepare contract closeout documentation.

For the scope of work described above, our estimated fee is \$24,200.00. For this project we propose to work on a time and materials basis as directed by the City. Our initial estimate would be a "not to exceed" amount unless approved in advance.

Our fee estimate breaks down as follows:

Survey and Existing Conditions Mapping:	\$4,600.00
Engineering, Plans, Specs, Proj. Coord., Cost Estimates:	\$11,500.00
Bid Process/Assistance:	\$600.00
<u>Construction Admin Assistance (Based on 5-week project):</u>	<u>\$7,500.00</u>

Total estimate: \$24,200.00

If you have any questions or would like additional detail regarding this proposal, please let me know. Please contact me at 970.707.8152 or by email at jerryb@sgm-inc.com with any questions or concerns. We look forward to helping the City of Ouray with this important project.

Sincerely,



Gerald E. Burgess, PE
Senior Engineer/Principal

City Resources Department

March 2, 2020

- Cabin Fever Day at Lee's Ski Hill was a big success. The event which is hosted by the Park and Recreation Committee and Ski Hill employees included ski races and aerial contests, all sized for the youth of the community. Hot dogs and hot chocolate were available and many families enjoyed the warmth of the fire pit that was donated last spring by the 4th grade class of Ouray Elementary School.
- Audio equipment for City Council meetings in the Massard Room has been ordered and delivered. The equipment will be connected, tested, and balanced later this week. Video equipment will be ordered soon.
- Community Center staff is cleaning out closets, deep cleaning the kitchen, and painting in the San Juan Room.
- The Hot Springs Pool will be closed beginning April 13, reopening April 17 for power washing and other maintenance activities that cannot be effectively completed while customers are in the facility. These activities include draining individual pools for cleaning, filter maintenance, pump servicing, and deep cleaning in the locker rooms and fitness center.
- Pool staff are visiting local high schools for recruitment of summer seasonal employees. Two visits are planned at each school to inform students of the benefits (and fun) of working at the Ouray Hot Springs Pool and to hand out applications to interested students or staff.
- A training was held with the developer of the Point of Sale system that is used at the Hot Springs Pool. There are few staff who were employed at the pool at the time this software was installed. A member of the Administration team participated in the training for financial reporting and accounting purposes.
- In-service training at the Hot Springs Pool this month covered topics that include: review and debrief of safety incidents, customer service, teamwork, and in-water training.
- The two year warranty on the pool renovation project that covered workmanship and materials expired in August 2019. All warranty submissions have been completed with the exception of a mis-matched paint issue on the ladder to the slides. This will be completed when the temperature is warm enough for painting.
- A technician from FilterTech and The Pool Company was brought onsite to train new Pool Maintenance staff on operation of the electronic controls for the filtration and distribution system at the Hot Springs Pool. Additional training from people who worked on the pool renovation is planned in the future to improve staff familiarity with this system.

City of Ouray Police Department

February 2020 Chief's Report

During the month of February (as of 02-26-2020) the OUPD conducted:

- 168 Patrol Checks
- 17 Traffic Stops
- 3 Alcohol Establishment checks

In addition OUPD officers attended three days of in service training on the following topics:

- Driving Skills
- Firearm Qualifications
- Mental Health

Upcoming items: OUPD is working with the city attorney to review and update the city parking ordinances.



CONSENT AGENDA ITEMS (March 2, 2020):

JTP Incorporated dba Ouray RV Park and Cabins/Ouray Cafe – Liquor License Renewal

Action Requested – *Will City Council approve the liquor license renewal for JTP Incorporated dba Ouray RV Park and Cabins/Ouray?*

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 for JTP Incorporated dba Ouray RV Park and Cabins/Ouray.

Special Events Permit Application – ROCC – Spaghetti Dinner

Action Requested – *Will City Council approve the Special Events Permit for the ROCC Spaghetti Dinner?*

Background – ROCC has submitted a Special Events Permit to the City for their Spaghetti Dinner special event to be held on March 28th in the Community Center. All necessary paperwork and administrative requirements have been met and everything is in order for approval.

Recommendation – City Staff recommends that City Council approve the Special Events Permit for the ROCC Spaghetti Dinner to be held in the Community Center on March 28th.

Special Events Permit Application – BPOE Lodge #492, Green Bingo

Action Requested – *Will City Council approve the Special Events Permit for the Elks Lodge, BPOE #492, for their Green Bingo event to be held on March 14th at the Elks Lodge.*

Background – the Elks Lodge, #492, has submitted a Special Events Permit to the City for their Green Bingo special event to be held on March 14th at the Elks Lodge. All necessary paperwork and administrative requirements have been met and everything is in order for approval.

Recommendation – City Staff recommends that City Council approve the Special Events Permit for BPOE Lodge #492, for their Green Bingo event to be held on March 14th at the Elks Lodge.

Submit to Local Licensing Authority

OURAY RV PARK AND CABINS/OURAY CAFE
PO BOX 1360
Ouray CO 81427

Fees Due		
Renewal Fee	351.25	
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		\$

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 JTP INCORPORATED		Doing Business As Name (DBA) OURAY RV PARK AND CABINS/OURAY CAFE		
Liquor License # 03-08742	License Type Beer & Wine (city)	Sales Tax License # 30569103	Expiration Date 02/13/2020	Due Date 12/30/2019
Business Address 1700 NORTH MAIN STREET Ouray CO 81427				Phone Number 9703254523
Mailing Address PO BOX 1360 Ouray CO 81427				Email
Operating Manager <i>Amber Perkins</i>	Date of Birth	Home Address		
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 checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease				
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				
3. 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				
4. 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				
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 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				
6. 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				
Affirmation & Consent				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.				
Type or Print Name of Applicant/Authorized Agent of Business <i>Jason T. Perkins</i>				Title <i>Owner</i>
Signature <i>Jason T. Perkins</i>				Date <i>2/24/20</i>
Report & Approval of City or County Licensing Authority				
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.				
Local Licensing Authority For				Date
Signature		Title		Attest

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input checked="" type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <u>Ridgway-Ouray Community Council (Rocc)</u>		State Sales Tax Number (Required) <u>98048003</u>
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <u>Ridgway-Ouray Community Council</u> <u>PO Box 1077</u> <u>Ridgway, CO 81432</u>		3. Address of Place to Have Special Event (include street, city/town and ZIP) <u>Ouray Community Center</u> <u>320 6th Ave.</u> <u>Ouray, CO 81427</u>
4. Authorized Representative of Qualifying Organization or Political Candidate <u>Kate Kellogg</u>		Date of Birth , Phone Number

5. Event Manager <u>Kate Kellogg</u>		
Event Manager Home Address (Street, City, State, ZIP)		Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes License Number _____
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date Hours From .m. To .m. <u>3/29/2020</u> <u>5 pm</u> To <u>9:30 pm</u>	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature <u>Kate Kellogg</u>	Title <u>Co-President,</u> <u>Ridgway-Ouray Community</u>	Date <u>3/18/2020</u>

Report and Approval of Local Licensing Authority (City or County) Council		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.		
THEREFORE, THIS APPLICATION IS APPROVED.		

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Department Use Only



ACTION ITEMS (March 02, 2020):

Interim City Administrator Contract Position Process

Action Requested – *Will City Council approve the process for hiring the Interim City Administrator as presented by the City Attorney?*

Background – As the City of Ouray is in process of hiring an Interim City Administrator, City Council will review the hiring process with the attorney and will determine their desired method and timeline.

Recommendation – N/A – No staff input for this item.

Planning Commission Appointments

Action Requested – *Will City Council re-appoint Gary Dunn and Ryan Hein as Planning Commissioners to the City of Ouray Planning Commission?*

Background – Staff notified the City Council that two Ouray Planning Commission members terms were expiring in January for Gary Dunn and Ryan Hein. The announcement of the term expiration was made in January and, at the direction of the City Council, the two seats were advertised via social media, email and an ad in the Ouray Plaindealer. The City had only one application from a person who resided outside the city who was therefore ineligible. Commissioners Dunn and Hein both provided emails stating their interest on being reappointed to the Planning Commission. The Planning Commission passed a motion recommending the City Council reappoint Commissioners Dunn and Hein to the Commission at the February meeting.

Recommendation – N/A

PSA – Architectural Services for Columbus Building Hotel

Action Requested – *Will City Council approve the PSA for Architectural Services for the Columbus Hotel building project?*

Background - The City is the recipient of a State Historic Fund Grant to assist with the rehabilitation of the Columbus Building. Part of the grant administration requires the City to directly pay the private grant administrator and the building owner's architect. The City Council already approved the professional services agreement for the private grant administrator. The project architect's contract is attached, and has been reviewed and approved by the City Attorney.

Recommendation – Staff recommends the City Council approve the contract as presented, with the condition that an Illegal Alien Affidavit be attached to the contract prior to execution.

Resolution 5, Series 2020 – To close the Ouray Volunteer Fire Department Special Fund at Citizens State Bank

Action Requested – *Will City Council approve Resolution 5, Series 2020 – Closing of the Ouray Volunteer Fire Department Special Fund at Citizens State Bank.*

Background - the City of Ouray owns a bank account located at Citizens State Bank of Ouray, named Ouray Fire Department Special Fund. The City authorized Administrator Perry to become a signor on the Account and to determine what to do with it. Administrator Perry has determined this account is no longer necessary and desires to close it.

Recommendation – Staff recommends the City Council approve resolution 5, Series 2020.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: February 26, 2020
SUBJECT: Ouray Planning Commission Appointments

Staff notified the City Council that two Ouray Planning Commission members terms were expiring in January for Gary Dunn and Ryan Hein. The announcement of the term expiration was made in January and, at the direction of the City Council, the two seats were advertised via social media, email and an ad in the Ouray Plaindealer. The City had only one application from a person who resided outside the city who was therefore ineligible.

Commissioners Dunn and Hein both provided emails stating their interest on being reappointed to the Planning Commission. The Planning Commission passed a motion recommending the City Council reappoint Commissioners Dunn and Hein to the Commission at the February meeting.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Chris Hawkins, Community Development Coordinator
DATE: February 26, 2020
SUBJECT: Columbus Building State Historic Fund Grant Professional Services Agreement for Architectural Services

The City is the recipient of a State Historic Fund Grant to assist with the rehabilitation of the Columbus Building. Part of the grant administration requires the City to directly pay the private grant administrator and the building owner's architect. The City Council already approved the professional services agreement for the private grant administrator. The project architect's contract is attached, and has been reviewed and approved by the City Attorney. Staff recommends the City Council approve the contract as presented, with the condition that an Illegal Alien Affidavit be attached to the contract prior to execution.

DRAFT

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the « 19th » day of « February » in the year « 2020 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«City of Ouray »
«Attn: Community Development Coordinator »
«PO Box 468 »
«Ouray, CO 81427 »
«(970) 325-7087 »
«development@cityofouray.com »

and the Architect:
(Name, legal status, address and other information)

«Charles Cuniffe Architects, P.C. »
«610 E. Hyman Avenue »
«Aspen, CO 81611 »
«(970) 925-5590 Office Phone »
«(970) 925-5076 Office Fax »

for the following Project:
(Name, location and detailed description)

«Masonry Restoration »
«Columbus Building, 740 Main Street, Lot 13, Block 9, City of Ouray, Colorado 81427 »
«See Attachment B regarding State Historic Fund (SHF), Grant Award Letter dated November 7, 2019, Grant Number 2020-01-013 »
«For full scope details, refer to Exhibit A within Attachment B. »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

«For full scope details, refer to Exhibit A within Attachment B, Grant Award Letter dated November 7, 2019 »

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 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 Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect 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 Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven 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. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between

Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole 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 Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

«The fee for the Architecture Services shall be a fixed amount of Twelve Thousand Dollars (\$12,000.00) as described in Exhibit B within Attachment B, Grant Award Letter dated November 7, 2019. The Architect's fee includes up to two (2) site visits, and up to Four Hundred Dollars (\$400.00) of reimbursable expenses. Any other services or reimbursable expenses beyond those described in this Agreement shall be Supplement Services: the Owner shall compensate the Architect at the hourly rate as set forth in Attachment A, Schedule of Hourly Rates and Reimbursable Expenses. »

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid « thirty days » (« 30 ») days after the invoice date shall bear interest from the date payment is due at the rate of « one and one half » percent (« 1.5 » %) « per month, compounded monthly (18% annual rate) » , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond « eighteen » (« 18 ») months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

- «The start and end date of this contract are within Attachment B, Grant Award Letter, SHF contract start and end date.
- No work has or will be done outside of the start and end date.
- This contract is for work included in the SHF contract Scope of Work.
- The work in this contract must meet the Secretary of the Interior's Standard for the Treatment of Historic Properties.
- The grant recipient retains the right to use all materials produced (materials produced are not subject to copyright by architect).
- The attached Illegal Aliens Affidavit is hereby incorporated into this contract.
- Owner and Architect both waive any claims for consequential damages.
- Any additional work or expenses beyond what is contained in the flat fee shall be incurred only upon a written change order after Owner approves of the additional work or expenses.
- Venue for any litigation shall be Ouray County and prior to filing any action in a court of competent jurisdiction, the parties shall engage in mediation with a mutually chosen mediator and expenses for the mediation shall be borne equally.
- Architect shall carry general and professional liability insurance of not less than \$1,000,000 in the aggregate.
- Nothing in this agreement shall be construed to be a waiver of governmental immunity.

»

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

«City of Ouray »
«By Justin Perry, City Administrator
»

(Printed name and title)

ARCHITECT *(Signature)*

«Charles Cunniffe Architects, P.C. »
«By Charles Cunniffe, FAIA, Principal »

(Printed name, title, and license number, if required)

RELBAR



ATTACHMENT A

SCHEDULE OF HOURLY RATES & REIMBURSABLE EXPENSES

Total project charges are based on hourly rates for personnel and for reimbursable expenses as follows:

HOURLY RATES AND PERSONNEL EXPENSES

(Rates subject to periodic adjustment)

PRINCIPAL	\$285.00 / hour
SR. PROJECT ARCHITECT	\$235.00 / hour
SR. PROJECT MANAGER	\$235.00 / hour
PROJECT ARCHITECT	\$195.00 / hour
PROJECT MANAGER	\$195.00 / hour
INTERIOR DESIGNER	\$195.00 / hour
INTERIOR DESIGN COORDINATOR	\$175.00 / hour
JOB CAPTAIN	\$155.00 / hour
PROJECT DESIGNER	\$135.00 / hour
ASSISTANT PROJECT DESIGNER	\$125.00 / hour
ADMINISTRATIVE	\$ 95.00 / hour

REIMBURSABLE EXPENSES

AUTOMOBILE MILEAGE	0.575 cents per mile (or the current IRS Standard Mileage Rate in Effect)
IN-HOUSE PRINTS/PHOTOCOPIES	\$1.00 - color \$0.30 - black & white
PLOTS	\$3.00 per pg/\$0.50 per sq. ft.
TRAVEL TIME	Billed at one-half the hourly rate of travelling personnel.

THE FOLLOWING EXPENSES ARE CHARGED AT THE ACTUAL COST PLUS TWENTY PERCENT (20%)

FAX TRANSMISSIONS, LONG DISTANCE TELEPHONE CALLS, CONFERENCE CALLING, LOCAL GOVERNMENT PLANNING AND PERMITTING FEES, ETC., OUT OF TOWN LIVING EXPENSES, TRAVEL EXPENSES, CONSULTANT SERVICES, MARKETING MATERIALS OR RENDERINGS, EXPRESS POSTAGE MAILING (FEDEX/UPS/ETC.), AND OTHER MISCELLANEOUS EXPENSES.

PAYMENT POLICY

Any payments made by wire transfer or ACH must be verified by calling the Director of Finance directly prior to transfer. Payment shall be due in full within fifteen (15) days of invoice billing date. Any outstanding balance due at the end of thirty (30) days shall be subject to a 1.5% interest charge compounded monthly (18% annual rate). If payment is not received within sixty (60) days, Charles Cuniffe Architects reserves the right to begin lien proceedings. In the event legal counsel is required for collection purposes, the Owner shall also be liable for reasonable attorney fees, court costs, and all other reasonable expenses incurred in connection with collection.

Version 02.20

ATTACHMENT B

GRANT AWARD LETTER COVER PAGE

INTERGOVERNMENTAL SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Higher Education, History Colorado, the Colorado Historical Society		SHF Grant Number 2020-01-013
Grantee City of Ouray		Grant Start Date November 7, 2019
Property Owner Imogene Holdings LLC		Grant End Date November 7, 2021
Agreement Maximum Amount \$123,050.00	Maximum Grant Funds Percentage 50.00%	Amended Grant End Date N/A
Cash Match Amount \$123,050.00	Cash Match Percentage 50.00%	Agreement Maximum Amount \$13,000
Encumbrance: CTGG1 2020-2158		
Agreement Authority Authority exists under the State Constitution article XVIII, §9(5)(b)(III) and CRS §44-30-1201 for the annual distribution of monies from the State Historical Fund (SHF).		
Grant Purpose The purpose of this project is to restore the masonry of the Columbus Building in Ouray, Colorado.		
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work 2. Exhibit B, Budget 3. Exhibit C, Submittals & Deliverables 4. Exhibit D, SHF Provisions 5. Exhibit E, Property Protection 6. Attachment 1, SHF Payment Request & Financial Report form 		
In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> 1. The provisions of the other sections of the main body of this Agreement. 2. Exhibit A, Statement of Work 3. Exhibit B, Budget 4. Exhibit C, Submittals & Deliverables 5. Exhibit D, SHF Provisions 6. Exhibit E, Property Protection 		
Modifications		

SCOPE OF WORK

- I. **Purpose:** The purpose of this project is to restore the masonry of the Columbus Building in Ouray, Colorado.
- II. **Scope of Work is as follows:**
 - A. **Masonry**
 1. Provide mock ups of masonry cleaning and paint removal process.
 2. Remove paint from masonry walls.
 3. Conduct mortar analysis
 4. Provide mock ups of repointing and stone patching.
 5. Replace damaged brick in-kind, matching the historic size, color, and composition.
 6. Repoint brick
 7. Conduct masonry training workshop
 - B. **Architecture & Engineering Services**
 1. Produce Construction Documents and specifications
 2. Prepare a bid package and oversee the competitive bidding process

BUDGET

TASK	AMOUNT
A. Masonry Restoration	\$162,800
B. Architecture & Engineering Services	\$12,000
C. Overhead and Profit	\$15,500
D. General Conditions	\$9,200
E. Bonding	\$5,600
F. Grant Administration*	\$20,500
<hr/>	
PROJECT SUBTOTAL**	\$225,600
Contingency†	\$20,500
<hr/>	
PROJECT TOTAL	\$246,100
Grant Award (50.00%)	\$123,050
Cash Match (50.00%)	\$123,050
‡ Easement Negotiation Fee	\$3,500
‡ Easement Acceptance Fee	\$9,500
<hr/>	
EASEMENT TOTAL	\$13,000
Grant Award with Easement Fees‡	\$136,050
Project Total with Easement Fees‡	\$259,100

* Grant Administration cannot exceed 15% of *Project Total* amount

Grant payments will be based off **Project Subtotal amount. Total payments will be Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount should contingency be requested and approved.

† Contingency - Must receive written approval from SHF Staff prior to use.

‡ Easement Fees – This item may not be used on other tasks and may not exceed budgeted amount.

LIST OF SUBMITTALS

<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables # 1 - 6 below must be reviewed and approved before Advance Payment is made.	N/A	Advance Payment of Grant Award \$45,120.
b. Progress Report # 1	December 1, 2019	Review *
c. Progress Report # 2	March 1, 2020	Review *
d. Progress Report # 3	June 1, 2020	Review *
e. Easement Negotiation Fee (Attachment 1). Deliverable # 15 below must be reviewed and approved before Easement Negotiation Fee is made.	June 15, 2020	Review & Approve. Easement payment of grant award \$3,500†
f. Interim Financial Report (Attachment 1). Deliverables # 7 – 15 below must be reviewed and approved before Interim Payment is made.	June 15, 2020**	Review & Approve. Interim Payment of Grant Award \$56,400†
g. Progress Report # 4	September 1, 2020	Review *
h. Progress Report # 5	December 1, 2020	Review *
i. Progress Report # 6	March 1, 2021	Review *
j. Progress Report # 7	June 1, 2021	Review *
k. Easement Payment Request Form and Easement Update Fee Invoice. Deliverable #18 below must be reviewed and approved before Easement Payment is made.	June 15, 2021	Easement Payment of \$9,500 ‡
l. Final Financial Report (Attachment 1).	June 15, 2021 ***	Review & Approve. Final Payment of Grant Award \$ 11,280†

* At the discretion of the SHF technical staff, progress reports may not receive a response

** Interim Financial Report due date is a guideline. Please submit Interim Financial Report when 40% or more of Advance is expended and you are ready for the next payment.

*** Final Payment is a reimbursement ONLY after all contractors are paid in full

† Payment may increase due to approval of contingency funds

‡ Easement fees – This item may not be used on other tasks and may not exceed budgeted amount

All deliverables and submittals must be received 30 days prior to the Grant End Date

PROJECT DELIVERABLES

Submit the following project deliverables (deliverables 1 – 9 are due before physical work begins):

Project Deliverables

SHF Response

11/20/19 – ✓	1. Initial Consultation with SHF Preservation Specialist	Review Comment and/or Approve
	2. Before/existing condition photos of Scope of Work (D+HC) - C	Review Comment and/or Approve
	3. Historical photos/documentation of areas to be treated (D) - C	Review Comment and/or Approve
11/20/19 ✓	4. Written documentation of owner(s) permission (D) - C	Review Comment and/or Approve
11/20/19 ✓	5. Copy of MOU/LOA between Grant Recipient and Owner (D) - C	Review Comment and/or Approve
	6. Subcontract Certification for Architect (D)	Review Comment and/or Approve
	7. Subcontract Certification for Masonry Contractor (D)	Review Comment and/or Approve
	8. Construction Documents/Plans and Specifications P + HC	Review Comment and/or Approve
	9. Preconstruction meeting with SHF Preservation Specialist	Review Comment and/or Approve
	10. Mock up: Masonry cleaning and paint removal methodology (D)	Review Comment and/or Approve
	11. Mortar Testing Analysis & Results (D)	Review Comment and/or Approve
	12. Mock up: Repointing and stone patching (D)	Review Comment and/or Approve
	13. Copies of Change Orders (D)	Review Comment and/or Approve
	14. Interim meeting with SHF Preservation Specialist	Review Comment and/or Approve
	15. Easement action form (D)	Review Comment and/or Approve
	16. Documentation of professional/public outreach (D)	Review Comment and/or Approve
	17. After photos of Scope of Work (D+HC)	Review Comment and/or Approve
	18. Complete, certified copy of the original, signed, and recorded perpetual easement (HC)	Review Comment and/or Approve

D – digital copy; HC – hard copy

All digital deliverables must be sent to HC_SHF@state.co.us and your assigned specialist

**STATE OF COLORADO
CERTIFICATION AND AFFIDAVIT
REGARDING UNAUTHORIZED IMMIGRANTS**

A. CERTIFICATION STATEMENT CRS §8-17.5-101 & 102 (HB 06-1343, SB 08-193)

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an unauthorized immigrant to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an unauthorized immigrant.
2. The Vendor certifies that it does not now knowingly employ or contract with an illegal alien who will perform work under this contract, and that it will participate in either (i) the "E-verify Program" jointly administered by the United States Department of Homeland Security and the Social Security Administration, or (ii) the "Department Program" administered by the Colorado Department of Labor and Employment, in order to confirm the employment eligibility of all employees who are newly hired to perform work under this contract.
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for damages to the State.

B. AFFIDAVIT CRS §24-76.5-101 (HB 06S-1023)

1. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- ___ I am a United States citizen, or
- ___ I am a Permanent Resident of the United States, or
- ___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

CERTIFIED and AGREED to this _____ day of _____, 200__.

VENDOR:

Vendor Full Legal Name

BY:

Signature of Authorized Representative

Title

RESOLUTION NO. 2020-__

**A RESOLUTION OF THE CITY OF OURAY, COLORADO TO CLOSE
THE OURAY FIRE DEPARTMENT SPECIAL FUND LOCATED AT
CITIZENS STATE BANK OF OURAY.**

WHEREAS, the City of Ouray (City) owns a bank account located at Citizens State Bank of Ouray, named Ouray Fire Department Special Fund (Account);

WHEREAS, the City authorized Mr. Perry to become a signor on the Account and to determine what to do with it;

WHEREAS, Mr. Perry has determined this account is no longer necessary and desires to close it; and

WHEREAS, City Council agrees the account should be closed.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF OURAY, COLORADO**, that City Council approves of closing the Ouray Fire Department Special Fund account located at Citizens State Bank of Ouray.

ADOPTED this 2nd day of March 2020 by the Ouray City Council.

CITY OF OURAY, COLORADO

Greg Nelson, Mayor

ATTEST:

Melissa Drake, City Clerk

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

DISCUSSION ITEMS (March 02, 2020)

Sidewalk Replacement Program

Background – City of Ouray Public Works has drafted a Sidewalk Replacement Program proposal which is being presented to City Council for consideration to provide financial assistance to property owners to encourage the replacement of deteriorating sidewalks. Section 13-6 of the Municipal Code requires property owners in possession of property abutting any City sidewalk to maintain, repair and replace the abutting sidewalk.

Future Agenda Items – Council discussion about future agenda items.

Public Works Department
Joe Coleman
970-325-7074



Sidewalk Replacement Program

This proposal is being presented to City Council for consideration to provide financial assistance to property owners to encourage the replacement of deteriorating sidewalks. Section 13-6 of the Municipal Code requires property owners in possession of property abutting any City sidewalk to maintain, repair and replace the abutting sidewalk. Below are two options for Councils consideration

Option #1

Public Works provides the in-kind service of demo and removal of the old sidewalk. This is the City's financial contribution. Property owner will be responsible for hiring a contractor to prep and pour the new sidewalk along with payment for that work. It will be the contractor's responsibility to follow City specifications and have it inspected by the City's building inspector. Public Works will work with the contractor and property owner on scheduling in order to lessen the impact on pedestrians using the sidewalk.

(Please keep in mind that when we pull City staff from our regular duties that things do get neglected.)

Option #2

This option provides no in-kind service and is strictly monetary. The property owner would provide the City with a quote from a contractor for demo, prep and pour of a new sidewalk. The City will either approve or deny the quote. If the quote is accepted by the City then the City will agree to pay the set percentage. It is still the contractor's responsibility to follow City specifications and have it inspected by the City's building inspector.

There was no money budgeted in 2020 for sidewalk replacement. My recommendation would be to pay for the sidewalk replacement out of the Capital Improvement Fund. What percentage the City decides to pay still needs to be decided.