

AGENDA  
OURAY CITY COUNCIL  
**320 6<sup>th</sup> Avenue – Community Center MASSARD ROOM**  
**April 1, 2019**  
**Regular Meeting 6pm**

- Electronic copies of the Council Packet are available on the City website at [www.cityofouray.com](http://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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF MINUTES - March 4, 2019 and March 18, 2019 [Page 2](#)
5. CITIZENS' COMMUNICATION
6. CITY COUNCIL REPORTS/INFORMATION [Page 13](#)  
Glenn Boyd, Dawn Glanc, Bette Maurer, Dee Hilton, and Pam Larson
7. DEPARTMENT REPORTS
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8. CONSENT AGENDA [Page 25](#)
  - a. Liquor License Renewal – Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs [Page 26](#)
  - b. Liquor License Renewal – Red Mountain Brewing LLC dba Red Mountain Brewing [Page 27](#)
  - c. Annual B & B Liquor Permit – Secret Garden, B & B [Page 28](#)
9. ACTION ITEMS [Page 29](#)
  - a. Beautification Committee Appointment [Page 30](#)
  - b. PSA for San Juan Room Ceiling and Wall Improvements – Robert Warren, Ouray [Page 32](#)
  - c. PSA for San Juan Room Insulation – Energy Pro Insulation, Montrose [Page 42](#)
  - d. PSA for San Juan Room Electrical Work – Heitz Electrical, Ouray [Page 52](#)
  - e. PSA for San Juan Room Painting – Montrose Custom Painting [Page 62](#)
10. DISCUSSION [Page 72](#)
  - a. Philosophy for Hiring City Administrator
  - b. Water Conservation
  - c. Vending/Mobile Food Delivery Ordinance
  - d. Future Agenda Items
13. EXECUTIVE SESSION  
For a conference with the City attorney for the purpose of receiving legal advice concerning the interim pool manager agreement with Jan Smith and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. 24-6-402(4)(b) and (e).
14. ADJOURNMENT

**Ouray City Council Regular Meeting  
Summarized Minutes  
Monday, March 4, 2019 at 6:00pm  
Massard Auditorium – Ouray Community Center**

**1. CALL TO ORDER**

Mayor Larson called the meeting to order at 6:00 p.m.

**2. ROLL CALL**

Mayor Pam Larson - Present  
Mayor Pro Tem Glenn Boyd – Present  
Councilor Dawn Glanc – Present via phone  
Councilor Dee Hilton – Present via phone  
Councilor Bette Maurer – Present

Also present were Interim City Administrator Justin Perry, City Resources Director Rick Noll, Acting Police Chief Gary Ray, Public Works Director Joe Coleman, Community Development Coordinator Chris Hawkins, Deputy Clerk/Treasurer Beverly Martensen, and City Attorney Carol Viner

**3. THE PLEDGE OF ALLEGIANCE WAS RECITED**

**4. APPROVAL OF MINUTES**

**a. February 4, 2019**

Mayor Larson asked if there were any corrections to the minutes. There were none. She stated that the minutes stand approved.

**5. CITIZENS' COMMUNICATION**

**a. Unscheduled Citizens' Communication**

Don Wild, 125 6<sup>th</sup> Ave - commended Public Works on snow removal.

Chad Leaver, 551 6<sup>th</sup> Street - commended Public Works on the job they are doing with snow removal.

Councilor Hilton also commended Public Works for their work in snow removal.

**b. Campbell's Cajun Cuisine – Summer mobile food cart**

Adrian Musgrove, owner of Campbell's Cajun Cuisine, presented his ideas and plans regarding a mobile golf cart serving and selling hot dogs, snacks and cold drinks for the summer months. He will provide trash and recycling and will comply with all Health Department requirements.

Councilor Hilton asked the Police Department if the use of the mobile golf cart is in compliance with police department regulations. Acting Chief Gary Ray stated it is in compliance. Mayor Pro Tem Boyd asked Chris Hawkins if this activity is prohibited in our City code. Hawkins stated it is not prohibited.

Council members discussed that they like the idea of this activity particularly since it is in connection with a local brick and mortar business.

Attorney Carol Viner referred to City code and stated Council might consider changing the Huckstering code to include this type of activity. Hawkins added that it might be possible to create a vending ordinance, which is fairly common.

Council agreed that an ordinance will be drafted for a future meeting.

**c. Council Response to Citizens' Communication**

None

**6. CITY COUNCIL REPORTS/INFORMATION**

**a. Councilor Dawn Glanc** – no report.

**b. Councilor Bette Maurer** – no report.

**c. Councilor Dee Hilton** –Cabin Fever was a great success. No committees met.

**d. Mayor Pro Tem Boyd** – Mayor Pro Tem Boyd commended Public Works for their work in snow removal. CEDC meets this Thursday, March 7th at 8:00 am.

**e. Mayor Pam Larson** - Has been working a lot with Interim City Administrator and staff.

**7. DEPARTMENT REPORTS**

**a. Interim City Administrator**

Interim Administrator Justin Perry discussed his interaction with the Staff during this time of change. He is focusing on team building with Staff members. He is also focusing on organization and strengthening his knowledge base. He will focus on training to bring greater staff expertise. He announced that there will be community engagement meetings asking for community feedback, input and Q & A. March 13<sup>th</sup> is the first community engagement meeting where Public Works will be highlighted and discussing upcoming projects and daily operations. He also indicated that he is always available to communicate with citizens.

**b. Acting Police Chief**

Acting Chief Gary Ray had nothing to add to the report in the packet.

**c. Public Works Director**

Public Works Director Joe Coleman indicated his report is complete in the packet.

**d. City Resources Director**

City Resources Director Rick Noll is absent due to his son, Joe, being in the ski race finals at the Special Olympics.

**e. Community Development Coordinator**

No report.

**f. Finance and Administration Director**

Finance and Administration Director Melissa Drake is absent. Mayor Larson stated that the final year end financials, as well as January and February will be presented at the April 15<sup>th</sup> Council meeting.

**8. CONSENT AGENDA**

**a. Liquor License Renewal – TABJ Company dba Silver Eagle Saloon**

Councilor Maurer made a motion to approve the liquor license renewal for Silver Eagle Saloon. Mayor Pro Tem Boyd seconded the motion and it was approved on unanimous roll call vote.

**9. ACTION ITEMS**

**a. Ratification of Special Events Permit Application – BPOE #492, Mardi Gras, March 2nd**

Councilor Maurer recused herself as she is listed as applicant.

Mayor Pro Tem Boyd made a motion to ratify the special events permit application for BPOE #492 for Mardi Gras. Councilor Hilton seconded the motion. The motion passed on unanimous roll call vote.

**b. Planning Commission Appointments**

Mayor Larson indicated there are three Planning Commission members whose terms are up – Chairman Jeff Skoloda, Commissioner Tamara Gulde and Commissioner Tom Tyler who have all indicated they would like to serve again. There is one additional opening, due to Ann Morgenthauer's resignation.

Mayor Pro Tem Boyd made a motion to reappoint Commissioner Tyler, Commissioner Gulde and Chairman Skoloda to the Planning Commission. Councilor Maurer seconded the motion. The motion passed on unanimous roll call vote.

The Council members discussed the remaining open position, and the four applications received. Council agreed that they would like the four applicants to attend the March 18<sup>th</sup> Council meeting to present why they want to serve and to answer questions.

**c. April Pool Closure and Future Closures for Chemical Cleaning**

Administrator Perry stated that due to the strong chemicals used in these cleanings, CIRSA, our insurance company has recommended full closure of the pool for public protection.

Councilor Hilton moved to approve the April 14-18 pool closure for cleaning.  
Councilor Glanc seconded the motion and it passed on unanimous vote.

**d. Give Direction to Staff Regarding Short Term Rental Regulations**

Hawkins indicated he has taken extensive notes from the work session, and will present red lined version of the draft ordinance at the next meeting as directed by Council.

**e. SGM Geothermal Resources Phase 3 Funding**

Administrator Perry stated that the City was denied the DOLA grant for this project. Perry will meet with DOLA and we will probably reapply for this grant.

**f. Lease Agreement for Pool Concessions.**

Scott and Sally Clifford to presented their business idea for providing concession service to the hot springs pool. The Cliffords presented that this will be a snack shop with prepackaged food, and also provide swim toy rental and swim purchases.

Councilor Maurer moved to approve the lease agreement for pool concession with hours as in past contracts and without limiting the hours they can be open. Councilor Hilton seconded the motion and it passed on unanimous vote

**10. DISCUSSION**

**a. Schedule for Twin Peaks Preliminary PUD Public Hearing**

A special meeting for the Twin Peaks Preliminary PUD Public hearing is scheduled for April 22<sup>nd</sup> at 5:00 p.m.

**11. LOT Discount Discussion**

Councilor Maurer wants to see a discount for LOT similar to the State's discount granted on timely filing and payment of Sales Tax. She is recommending that an incentive discount be put onto the ballot. Council members discussed that it might be better that the Council does not put this onto the ballot, better to have an initiative from the lodgers or citizens.

## **12. Cell Phone Stipend**

Councilor Maurer wants to revisit the stipend amount to determine if the rates are accurate. Perry presented the current numbers, which are higher than the stipend in all cases. Council discussed that they are included with the body of government and need to be available and contacted via cell phones. Chief Perry stated much of his communications with Council members is via cell phone. Mayor Larson stated this will be revisited at a later date

## **13. Huckstering Permit Application – Campbell’s Cajun Cuisine, summer mobile food cart.**

Staff will draft a vending ordinance rather than pursuit of huckstering permit.

## **14. Future Agenda Items**

**1<sup>st</sup> meeting in April – discuss Perry’s placement as City Administrator and**

## **15. ADJOURNMENT**

At 7:35pm, Mayor Pro Tem Boyd made a motion to adjourn the meeting. Councilor Maurer seconded the motion and it was approved on unanimous roll call vote.

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Pamela J. Larson, Mayor

Date

ATTEST:

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Melissa M. Drake, City Clerk

**Ouray City Council Regular Meeting  
Summarized Minutes  
Monday, March 18, 2019 at 6:00pm  
Massard Auditorium – Ouray Community Center**

**1. CALL TO ORDER**

Mayor Larson called the meeting to order at 6:00 p.m.

**2. ROLL CALL**

Mayor Pam Larson - Present  
Mayor Pro Tem Glenn Boyd – Present  
Councilor Dawn Glanc – Present  
Councilor Dee Hilton - Present  
Councilor Bette Maurer – Present

Also present were Interim City Administrator Justin Perry, City Resources Director Rick Noll, Acting Police Chief Gary Ray, Public Works Director Joe Coleman, Community Development Coordinator Chris Hawkins, Finance and Administration Director Melissa Drake, and City Attorney Carol Viner Masters

**3. THE PLEDGE OF ALLEGIANCE WAS RECITED**

Interim City Administrator Justin Perry stated that the new Pool Manager has been selected. City Resources Director Rick Noll stated that there were over 40 applicants and there was a 4 member interview committee. He introduced Kentee Pasek as the new Ouray Hot Springs Pool Manager.

**4. MAYOR'S PROCLAMATION OF JOE NOLL DAY**

Mayor Larson read Proclamation No. 1, 2019 proclaiming March 22, 2019 as Joe Noll Appreciation Day in the City of Ouray for his achievements in the Colorado Special Olympics; Bronze Medal in the Super G, Gold Medal in the Giant Slalom, and named Colorado Special Olympics Winter Athlete of the Year.

At 6:06pm, the Council took a break for a brief reception for Joe Noll.

Council reconvened at 6:20pm.

**5. PUBLIC HEARING – Columbus Building Final PUD (740 Main Street Final PUD) to consider a height variance for a rooftop deck safety railing for rooftop bar; Lot 13, Block 9, City of Ouray, 740 Main Street**

Mayor Larson opened the Public Hearing.

Community Development Coordinator Chris Hawkins gave an overview of the project and its current status. He noted recommendations on deed restrictions: low income housing definitions and working within the geographic area of the Ouray School District. He also noted an official statement approving the historical restoration.

There was no public comment so Mayor Larson closed the public hearing.

**6. ACTION ITEM - Resolution regarding Columbus Building Final PUD**

Mayor Pro Tem Boyd made a motion to approve the final Columbus Building PUD. Councilor Glanc seconded the motion and it passed on unanimous vote.

**7. PUBLIC HEARING – River Run RV Park Site Development Permit to expand a legal nonconforming RV park pursuant to Ouray Land Use Code Sect. 7-5-J(3); Daisy Placer, Part of Tract 1; Section 30, Township 44, Range 7, 1822 Main Street**

Mayor Larson opened the Public Hearing.

Community Development Coordinator Chris Hawkins gave an overview of the development request and recommendations for requirements if approved. Council discussed the project with Mr. Hawkins and the applicants, Robert and Andrea Owen.

Mayor Larson asked for public comment.

Scott Campbell presented written comment and comment from his attorney in opposition to the development. He also stated that he is not in favor of this non-conforming use of the property, that allowing it would be illegal, and has concerns about City infrastructure's ability to support the additional use. Council paused to read the written comments.

City Attorney Carol Viner stated that she and Mr. Hawkins has reviewed this extensively. She stated that Council is within law to allow this project if they choose.

Council further discussed the issues.

Scott Campbell re-stated his concerns.

With no additional public comment, Mayor Larson closed the public hearing.

**8. ACTION ITEM – Possible approval of River Run RV Park Site Development Permit**

Council continued with discussion with Mr. Hawkins and Ms. Viner on this project and noted that no additional sewer hookups will be allowed until the Wastewater Treatment Plant issues are resolved.



Mayor Pro Tem Boyd made a motion to approve the Site Development Permit with the conditions listed in the packet and that rentals must be less than 30 days. Councilor Maurer seconded the motion and it passed on unanimous vote.

## **9. CITIZENS' COMMUNICATION**

Bruce Gulde complimented Public Works on snow removal. He also asked where semis should make u-turns instead of getting stuck in the City. Mayor Larson also complimented Public Works for their efforts in snow removal within the City.

Lora Slawitschka spoke against the County's proposal to increase sales tax. She also stated that the City should have a cap on short-term rentals.

## **10. CITY COUNCIL REPORTS/INFORMATION**

- a. **Glanc** – IPAT next week, OIPI is 3<sup>rd</sup> Wednesday of each month
- b. **Maurer** – none
- c. **Boyd** – The rock slide on County Road 17 fell on the main gas line into the City. There is currently no leak but damage is expected when the rocks are removed. Removal will occur later when gas can be shut off during warmer weather. He attended the CEDC meeting and future meetings will be held at 8:30am on the 2<sup>nd</sup> Thursday of each month. He learned that we need to get the message out about all the good work the City is accomplishing. There was a discussion on short-term rentals but no discussion of a cap. Heidi Pankow, CEDC member requested citizens to come to the Community Plan meetings.
- d. **Hilton** – Thanked Mr. Gulde for the positive comments on snow removal. Thanked Ms. Slawitschka for her comments on short-term rentals and sales tax. PARC meeting minutes are in the packet. Another member of OBC resigned because she moved out of the area so we need to recruit again.
- e. **Larson** – was interviewed by the Weather Channel last week regarding snow and closure of Red Mountain Pass

## **11. DEPARTMENT REPORTS**

### **a. Interim City Administrator**

Mr. Perry stated that he held the first Administrator Community meeting last week highlighting Public Works. The meeting was well-attended despite the terrible weather. He also stated that CDOT estimates another 2 weeks to get Red Mountain Pass open.

Mayor Pro Tem Boyd stated that there will be an April 2<sup>nd</sup> Work Session of the BOCC with the Discovery Channel at 1:30pm at the fairgrounds

**b. Finance and Administration Director**

i. December Financial Report

Finance and Administration Director Melissa Drake stated that the City performed well, financially, in 2018 and in most cases, better than budget. She asked if there were any questions regarding the report in the packet. There were none.

Mayor Pro Tem Boyd made a motion to approve the December Financial Report. Councilor Maurer seconded the motion and it was approved on unanimous vote.

ii. December Disbursements

Mayor Pro Tem Boyd made a motion to accept the December Disbursements. Councilor Maurer seconded the motion and it was approved on unanimous vote.

iii. December Sales Tax Report

Finance Director Melissa Drake presented the Sales Tax reports.

iv. December LOT Report

Finance Director Melissa Drake presented the LOT Report.

v. January Financial Report

Mayor Pro Tem Boyd made a motion to approve the January Financial Report. Councilor Glanc seconded the motion and it was approved on unanimous vote.

vi. January Disbursements

Mayor Pro Tem Boyd made a motion to accept the January Disbursements. Councilor Hilton seconded the motion and it was approved on unanimous vote.

vii. January Sales Tax Report

Finance Director Melissa Drake presented the Sales Tax reports.

viii. January LOT Report

Finance Director Melissa Drake presented the LOT Report and the Council discussed it.

**c. Community Development Coordinator**

Mr. Hawkins stated that the Columbus Building applicant would like to apply for a State Historic Fund Grant and has requested the City sponsor this application. A local non-profit or governmental agency is required as sponsor for the application. Council agreed with

sponsorship with the condition that the applicant pay for Mr. Hawkins time administering the grant.

## **12. ACTION ITEMS**

### **a. Planning Commission Appointment**

Three candidates have withdrawn from consideration for filling the remainder of the term of Ann Morganthaler, 1 year.

Ryan Hein, candidate for the Commission, spoke about his desire to serve the community in this capacity. He gave an overview of his involvement with the infrastructure of the City, PUD processes, land use code, geothermal resources, and stated that he understands issues of conflict of interest.

Council interviewed Mr. Hein.

Councilor Hilton made a motion to appoint Ryan Hein to the Planning Commission. Councilor Maurer seconded the motion and it passed on a vote of 4 to 1 with Mayor Pro Tem Boyd voting "No."

### **b. JVA Agreement for Preliminary Design of WWTP**

Mayor Larson stated that Leanne Miller, with JVA, is willing to attend a work session with Council to go over the proposal again.

This agreement covers the first steps in the Wastewater Treatment Plant project.

Councilor Hilton made a motion to approve the agreement for \$66,500. Councilor Glanc seconded the motion and it passed on unanimous vote.

## **13. DISCUSSION**

### **a. CML Conference - June 18-21, 2019**

Maurer will attend, Hilton - no, Glanc - yes, Boyd - maybe

### **b. CAST Meetings**

Mayor Larson asked that at least one representative attend for the City.

### **c. Possible Grant Writing and Administration Services**

Mayor Larson stated that there may be grants for water meters, Wastewater Treatment Plant project, and geothermal projects. A grant writer and administrator might be very helpful. Council discussed the possibility of contracting with a writer and administrator. Interim City Administrator will come back to Council with an RFP.

**d. County Sales Tax**

There will be a work session on March 22 at 5:30pm with the Ouray County Board of Commissioners on possible additional sales tax. Council was in agreement that additional sales tax should not be imposed.

**e. Pot hole on Main Street**

Administrator Perry will contact CDOT

**f. Non-compliant exterior lights**

Citizens should call the City for Code Compliance on lighting.

**g. Future Agenda Items**

- Short-term rentals
- Community Plan Committee member opening
- There may be a CEDC member opening

**14. ADJOURNMENT**

At 8:41pm, Mayor Pro Tem Boyd made a motion to adjourn the meeting. Councilor Hilton seconded the motion and it was approved on unanimous vote.

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Pamela J. Larson, Mayor

Date

ATTEST:

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Melissa M. Drake, City Clerk

*The Outdoor Recreation Capital of Colorado*

March 07, 2019

Call to order 8:14

Present: Glenn Boyd, Rick Noll, Kat Papenbrock, Heidi Pankow, Justin Perry, Greg Nelson, Maria Ziemba and Faith Parry

February minutes approved.

Glen gave council updates. April 22<sup>nd</sup> is the Twin Peaks PUD meeting. First Council meeting in April Council would like input on how the community would like them to go about hiring a new City Administrator. Please contact Council to give your input on whether you think the Admin should be hired from in house or open to a nation wide search.

April 29<sup>th</sup> there will be an OTO work session regarding their continued contract with the city. Bettie would like to have a discount for hotels filing their LOT on time, but Glenn said it will have to be a citizen let initiative to be on the ballot this year.

Maria talked about positive messaging for City Council. She talked about how Sherbino Night Live tore Ouray apart for all the things that have been happening recently in the city.

The short term rental issue is causing families to leave the community because landlords are turning their houses into short term rentals and evicting their long term renters.

Heidi talked about the difference between the loud voices and the important voices. There was discussion about how City Council has a bad habit of listening to the loud voices rather than the important voices. Council needs to make the hard decisions based on the needs of the community rather than the complainers. There was discussion about encouraging people to email their council members and other ways to get involved and let their voice be heard if they don't like speaking in public at the meetings.

Council needs to focus on the big issues and not waste time on the petty insignificant issues. Budget, sewer, water, pool and short term rentals are the big issues.

Justin asked how the community wants Council to engage with them. How do we get the positive messages out? There is not one answer. Everyone gets their information from a different source. As long as the message is getting out there people have a certain responsibility to get the information themselves. There is a responsibility that Council has to step back from the issues and not be emotionally attached so they can respond and not react.

There was talk about having Council take a Management 101 course so they can know how to better engage with the community. Kat said that there is a grant and training available for that. There is also a feeling that Council needs to engage better with their committees. There seems to be a bit of a disconnect between City Committees and City Council.

There was discussion about the website not being updated in a timely manner.

More talk about how we are losing families and people our town needs to be healthy and successful. Housing, it always comes back to housing. There was also discussion about having Council meetings at different times because Maria said that the last Council meeting was on Short Term Housing, but the only people who could come to the meeting because of the time were the property owners, not the workers who should also have a say, but they are working during the meetings. Have meetings earlier once in a while so people working in restaurants can attend before they go to work.

There needs to be more involvement in the Community Plan especially by Council. Also, we need to encourage people to get involved. This is the opportunity to let your voice be heard about what you want your community to look like in the future.

Justin is hosting monthly community meetings for the purpose of getting City Staff to engage with the community. There was a meeting on March 13 to present information about Public Works. Heidi suggested that there would be slips of paper in the back for people to write questions down anonymously, then they can be read and asked publicly.

There will be an OTO annual meeting on May 8<sup>th</sup> at 3 pm at Citizen State Bank.

Glenn asked if we could move the time of CEDC meetings to 8:30, everyone was happy to do that.

Glenn will talk to Nate about missing so many meetings.

There was some talk about input for the Community Plan.

Heidi talked about an Economic Resiliency Plan for the 550 Corridor which includes Ouray, Silverton and Durango.

Kat and Heidi talked about a Downtown Colorado Conference April 9-12 and suggested we send someone from CEDC. There was a motion the CEDC would pay the \$250 registration fee for the representative to attend, all were in favor. Kat will ask Susie if she would like to go.

The next meeting will be April 11<sup>th</sup> at 8:30.

Meeting adjourned at 10:45.

## **Interim City Administrator Report – 3.21.19**

Additional report items will be provided as a verbal report in the City Council meeting on April 1<sup>st</sup>.

- We have been in contact with CDOT regarding the ridiculous potholes on the highway throughout town and in particular the terrible spot at Ouray Vista. They have informed us that they are working on repairing the damaged areas in many locations and will try to be in Ouray as soon as possible. Public Works has moved as much snow from the area in an attempt to minimize the melting water to allow CDOT a dry surface to work on.
- Public Works has been throughout town repairing the many potholes that are located in the City of Ouray. It is difficult due to the constant battle with moisture and snowmelt, however we're making progress. If you know of any locations in particular that still have not been repaired, please send me an email or call to let me know.
- Kentee Pasek has been doing an excellent job for her first week at the pool. She has been identifying the many challenges we have to overcome, and she's quickly seen the issues that abound. She is currently working on building a recruitment plan as well as a hugely needed maintenance plan. I believe Kentee is going to bridge the communication gap that we have had for so long between the pool and City Hall. Very good communicator and I am looking forward to what she will accomplish for the City.
- I am working on getting the Dude Solutions program fixed. Apparently the program shut down quite some time ago and we've never had it fixed. This is the forms program that we intended to use with Public Works and on the City website.
- Jennifer is sending out the advertisements for the committee meetings and open positions, with a hope that we will have much better attendance and participation. One application/applicant is up for appointment with the Beautification Committee for April 1<sup>st</sup> and another will be on a future council agenda.
- I am conducting a planning session with staff on April 3<sup>rd</sup> for the metering program. This plan will be all-inclusive to include everything from a financial plan to an implementation plan. When the plan is complete, I will present to council our ideas and recommendations.
- The Ouray Police Department has been recognized by the State and awarded the 2018 Colorado Parks and Wildlife Southwest Region partner of the year. This is an exciting accomplishment for the PD, as we have been working diligently to create and maintain this incredible relationship. Last year we began a bear study with Colorado Parks and Wildlife, which will continue through this year and possibly into 2020.
- The PD is currently working on scheduling for the next few months as we are very short-handed with me being at City Hall and also being down an officer. I met with a

gentleman yesterday who is interested in working as a part-time officer for the PD, which could greatly assist us in the interim. He is a retired 20 year officer who spent his career with the Montrose Police Department and the San Miguel Sheriff's Office. Hiring of this officer would be part-time temporary and utilized only for backfill purposes.

Unfortunately when we are down staffing, we still have to maintain the coverage which requires either an extremely high amount of overtime for our current officers, or backfill from our part-time officers. I much prefer to utilize the part-timers to alleviate the fatigue and burnout of our current staff.



**Spillman/MDC Update.**

The mounting brackets have been installed in two of the patrol vehicles and the remaining vehicles are in the process of having the brackets installed.

I am being advised the server merge between Montrose County Sheriff's Office and Montrose Police Department is moving forward for Spillman to go online at the Ouray Police Department.

The City Ordinances and the City of Ouray Model Traffic Code has been sent to be added into the Spillman Data system.

**Hiring Process, Patrol Officer, Part time Officer**

The Ouray Police Department is in the process of gathering applicants to fill the vacant patrol position. The application process was extended out to an April 17th dead line for applicants.

The Ouray Police Department has accepted an application for a part time officer to help with back filling shifts when officers are out. A background check has been stated for Gary (Bernie) Chism.

Background Investigation has been completed on Rachel Esters and we are moving forward with her application as a volunteer reserve Officer.

**(Body Cameras)**

The Ouray Police Department is currently applying for grants in the amount of \$6,000 to acquire updated body cameras for our officers. These cameras are a vital piece of our equipment and help to support our officers as well as our citizens, and visitors, by providing more accountability for interactions between the two. The cameras are, in a sense, an unbiased third-party that captures the information and provides answers to questions. They will be beneficial in assisting in any court proceeding as well as providing debriefing information. By having the use of body cameras, it would allow our officers to more accurately document the situations they are called to, and they will also help by:

- Improving and increasing police accountability
- Strengthens and helps to show the reality and "human side" of policing - improving the public perspective on policing
- Improves transparency and efficiency of the officers
- Strengthens and fosters an environment for building trust between officers and the public
- Improves role and position of an officer during a court proceeding; e.g. provides indisputable evidence of a situation and can help jurors interpret and visualize it better.

**Calls for service/Self-Initiated calls**

Last Case number as of this report was O19-0761

- There has been approximately 204 Minor Incident Reports generated
- There have been approximately 22 Incident reports generated
- There were 2 Accident reports generated

**Incident Reports consisted of the following:**

- 4 Theft reports, Investigations are continuing on them
- Disturbance call, an arrest was made
- A suicidal Subject, party was transported to Montrose Memorial for further treatment
- Warrant Arrest, Party transported to Montrose County Jail
- Open door was found on Main Street, Owners notified and the building was secured
- Damaged Property was reported, No suspects
- Vehicle was towed from Main Street
- Assisted Ridgway Marshal's Office with a disturbance
- Assisted Ridgway Marshal's Office with a DUI investigation
- 2 Lost property reports
- A sexual assault was reported, case was closed at the request of the reporting party

**Traffic Contacts as Follows**

- Speeding, Citation issued
- Failure to signal, Citation issued
- Expired License plates/Speeding, Citation issued

**Accidents**

- 3 Accidents were reported, involved parties handled them civilly

## **Public Works March Update**

### **Water**

- Water Usage Numbers for **February**:
  - Influent (Water from spring) – 17,532,228 Million Gallons
  - Effluent (Water to town) – 15,825,997 Million Gallons
  - Ice Park – 585,092 Million Gallons
  - Mineral Farms – 153,900 Gallons
- Continue to closely monitor water usage throughout town. Tank levels began to drop drastically at the beginning of March. After Mayor Larson asked the community to conserve water at the March 4<sup>th</sup> Council meeting the tanks began to recover. In one week the tanks were full again.
- Pangea is continuing to work on the Collections and Distribution system mapping. They are working on hard copies and we now have the ability to look at the maps through ARC GIS.
- Two crew members attended an Action Now Water/Wastewater training in Montrose on March 21<sup>st</sup>.

### **Sewer**

- Continued monitoring sludge levels and dissolved oxygen levels in Sewer Lagoons.
- Reviewed and made comments on the initial peer review of the WWTP masterplan by WWE.
- The first three tasks were approved by City Council for the initial steps at the WWTP:
  - Task 1- SRF Prequalification Application
  - Task 2- Project Needs Assessment and Environmental Impact Assessment
  - Task 3- Field Investigation (Survey and Geotechnical)

### **Streets**

- Cleaned parking spaces on HWY 550 two times in March.
- Continue to plow City Streets and alleys during snow events. Also removing snow piles from town after snow events.
- Graded roads throughout town. Also graded the pool parking lot. Once all the snow melts we will begin to prep roads for mag chloride application.
- One of our dump trucks is in Grand Junction for repair. It's possible that we have a bad injector. This winter has been hard on our equipment.

### **Hot Springs Pool**

- Continued geothermal monitoring.
- Pool Discharge – continued interference monitoring for total residual chlorine. We are now able to do less interference testing.
- MWAT Spread sheet for upstream conductivity probe. Downloaded data and added to the spreadsheet for DMR report.

- All materials for the pool shut down are starting to arrive. Still coordinating and planning for shut down on April 15<sup>th</sup> – April 19<sup>th</sup>.
- Reinstalled 3 Actuators, repaired under warranty.
- Began patching walls in the filtration building and prepping for paint.
- Patch, prime and apply two coats of paint in the chlorine room.
- Began sanding acid and chlorine doors for painting.
- Started digging a trench for deck heating lines on the east side on of the filtration building. Plumber to do the install.
- Installed new dechlorination tank that meets safety standards.

We are currently lacking in spare parts. Below is a list of things the City should consider buying, if one of these breaks we will be in trouble. Cost estimate for these parts is \$8,000 delivered.

- Stenner Pumps
- Stenner Tubes #3 and #5
- Mixing Vault Sensor
- 1100 Series 92 Actuator
- 400 Series 92 Actuator

## **City Resources Department**

April 1, 2019

There were more than forty applicants for the Hot Springs Pool Manager position. A four person committee including three City staff and one community member reviewed and scored all applications based upon the requirements of the job description for this position. The top four applicants were selected for in-person interview. Of the four interviewed two were invited for a second interview, references were checked, and the final candidate, Kentee Pasek, was contacted and accepted the position.

Kentee has the experience and skills for the position. The hiring committee felt she has the vision and passion also necessary for success at the Hot Springs Pool. Her first day was Monday April 18. An onboarding and orientation plan was developed that includes an overview of the City organization and specific orientation to the Hot Springs Pool including budget, operations, facility needs, filtration, and staff. Fostering positive relationships with current staff and recruitment of additional staff for the spring and summer seasons are two top priorities at the present time. The Pool Manager is reviewing the management staffing at the pool to determine if there are possible savings that could be realized.

A recruitment plan for seasonal staff is in development and is already being implemented with visits to local high schools and a schedule for regional advertisements in print, radio, and online.

The list of bathhouse improvements that was presented to City Council last winter has been shared with the Pool Manager. We are working together to establish priorities based upon what is crucial for safety, what would be most efficient if completed while there are no patrons in the bathhouse, and what can be accomplished in the four days when the Hot Springs Pool is closed.

Hot Springs staff have been providing information to patrons and community members about the discoloration of the geothermal pools that has been occurring beginning last autumn when there was a change in personnel operating the system. A test was conducted a week ago that significantly removed the iron build-up that had discolored the hot pool. The pre-treatment filters are not operating properly and the pool was quickly stained again with iron when refilled. Repair of the pre-treatment filters will be completed during the April shut-down of the pools.

Installation of the final components of the deck-heating system is anticipated to occur by the end of this week. As soon as installation is complete and the system is filled with glycol circulation pumps will begin pumping warm water through the decks. The heat for the system is captured from the pool discharge water before it flows to the river. Surface temperatures will be taken in several locations on the deck to compare temperatures before and after heating of the decks. The system will be run for a couple of weeks before final balancing of the four zones takes place.

The annual unannounced inspection of the rope tow at Lee's Ski Hill was in February. The City's response to that inspection was submitted to the State within the required timeline. Snow depth at the ski hill remains sufficient for operation. Although the number of skiers has decreased this week due to spring break there are still people visiting the hill most days. This has been a good season with large numbers of snowboarders and skiers using the ski hill. A new rope will need to be installed prior to the next season.

Along with Silverton and Durango, Ouray is a participant in a Highway 550 corridor resilience project that is spearheaded by Downtown Colorado Inc. (DCI). Forest fires along HWY 550 last summer, rock slides, and snow closures affect the economies of the 550 communities. The project is intended to coordinate and improve the response of the 550 communities to sustain economic health and resilience. Ouray Tourism Office staff, myself, and Greg Nelson participated in a conference call earlier in March to discuss the needs and culture of the communities. Support is being provided by DCI and graduate students.

The individual who made ice at the Rotary Park ice rink shared with me a list of repairs needed to the water system, dasher boards, sheds, and landscaping at the ice rink to improve operations next season.

Employees of the City Resources Department have participated in online CIRSA safety training this month. Annual performance reviews are being discussed with City Resources Department employees this month. During the period when the Pool Manager position was vacant the City Resources Director has been participating in interviews for lifeguards and other pool employees, submitting bi-weekly payroll, conducting performance evaluations, and completing necessary purchasing for the pool operations.

The Box Canon Falls is scheduled to open on May 3<sup>rd</sup>. Employees for the Box Canon Falls will be hired in the month of April. Concessions for the upcoming season are usually ordered during the winter months. This year, with so much time and attention needed elsewhere, those will be ordered in April and May. City staff is in the process of hiring a contractor to complete repairs on the steel staircase into the water falls. Other minor maintenance may be deferred until a facility maintenance position is filled in the City.

### **Event and Communications Coordinator**

#### **City Communications:**

- Posted Council agenda's; Planning Commission agenda's; job postings; posted upcoming City events
- Updated website
- Corresponded with Facebook and Twitter followers and responded to comments, questions, etc.
- Attended City Council meetings
- Created Council update videos with Mayor Larson
- Created and Published March newsletter

- Created Water Conservation video
- Created Joe Noll Appreciation video
- Assisted Mayor w/ three interviews with The Weather Channel
- Attended Community Meeting on March 13

#### **Police Department Communications:**

- Corresponded with social media followers and responded to comments, questions, etc.
- Created Facebook posts for: Winter driving; James' last day; CR17 rockslide; DLST; International Women's Day; CDOT snowman; 2 stuck semi's; Escaped Inmate from Delta; Snow Doodle vote; pick-up truck in the river; memorial of Scott Mills; Winter Storm Ulmer; St. Patrick's Day; Spring; Red Mtn. Opens; Avalanche pictures
- Purchased cake for James' last day
- Assisted Officer Wolfe w/ 2 videos during winter storm.
- Assisted Officer Crandall w/ video regarding lightbulb incident
- Participated in ride-alongs w/ Officer Suppeland, Sgt. Wolfe and Officer Wolfe.
- Assisted PD w/ locating owner of lost passport – located the individual via Facebook and mailed the Passport back to him – he was extremely appreciative.
- Assisted Sgt. Ray w/ numerous photos for Year End Report
- Assisted Officer Berry and Sgt. Ray w/ grant paperwork.
- Posted numerous updates from CDOT regarding Red Mtn.
- Created four new Blotter videos with Officer Suppeland to be published on Facebook and Twitter. A Back the Badge sticker will be awarded to the 3/22 winner of the "name that tune" contest.
- Assisted Officer Suppeland and City Resource Director w/ security footage at Ouray Hot Springs Pool
- Attended weekly meetings w/ Sgt. Ray
- Posted Now Hiring video for Facebook
- Posted job posting on website
- Assisted Officer Wolfe w/ agency assist at Fellin Park
- Assisted Officer Suppeland w/ Road Closed video
- Attended grant writing webinar w/ Sgt. Ray
- Assisted the PD approximately 50 hours in March

#### **Event Coordination:**

- Assisted with event set-up and cleaning as needed
- Events held in the Community Center included: City Council meetings, BOCC meetings, Planning Commission, City Committee meetings, OIPI Board meetings, PD Training, Trail Group meetings, Community Yoga, Community Plan meetings, Fencing classes, Women's Club meeting, misc. staff meetings and employee interviews.
- Corresponded with misc. parties regarding use of the facility/parks
- Coordinated with city Building Inspector on budgeted San Juan Room improvements and creating Request for Proposals.
- Obtained bids and prepared Agreement's for contractors chosen for San Juan Room improvement project.

- Upcoming Events: Council meetings, BOCC, Planning Commission, Community Plan meetings, Monthly Community meetings with Interim Perry, Fencing classes, Committee meetings, Community Yoga classes, Women's Club
- San Juan Room is closed for improvements April 1 – May 3



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



970.325.7211  
Fax 970.325.7212  
[www.cityofouray.com](http://www.cityofouray.com)

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## CONSENT AGENDA ITEMS (April 1, 2019):

### **Liquor License Renewals for:**

**Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs  
Red Mountain Brewing LLC dba Red Mountain Brewing**

**Action Requested** – *Does City Council approve the Liquor License Renewals?*

**Staff Recommendation** – The City Staff has reviewed the applications for Liquor License Renewal and found them complete and in order. I recommend City Council approve the Liquor License Renewals for Alpenglow Properties Ouray Inc. dba Twin Peaks Lodge & Hot Springs and Red Mountain Brewing LLC dba Red Mountain Brewing.

### **Annual B&B Liquor Permit for:**

**Secret Garden B&B**

**Action Requested** – *Does City Council approve the Annual B&B Liquor Permit?*

**Staff Recommendation** – The City Staff has reviewed the application for B&B Liquor Permit and found it complete and in order. I recommend City Council approve the B&B Liquor Permit for Secret Garden.

**RETAIL LIQUOR OR 3.2 BEER  
LICENSE RENEWAL APPLICATION**

TWIN PEAKS LODGE & HOT SPRINGS  
PO BOX 955  
OURAY CO 81427-0955

Fees Due	
Renewal Fee	500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
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.


**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

Licensee Name ALPENGLOW PROPERTIES OURAY INC		DBA TWIN PEAKS LODGE & HOT SPRINGS		
Liquor License # 28-36861-0002	License Type Hotel & Restaurant (city)	Sales Tax License # 28368610002	Expiration Date 06/02/2019	Due Date 04/18/2019
Operating Manager Ryan Hein	Date of Birth	Home Address		
Manager Phone Number 970-325-4477	Email Address			
Street Address 125 THIRD AVENUE OURAY CO 81427				Phone Number 9703254427
Mailing Address PO BOX 955 OURAY CO 81427-0955				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO  
Is the premises owned or rented? ☐ Owned ☐ Rented\* \*If rented, expiration date of lease 01/01/2022
48. 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. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. 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. ☐ YES ☒ 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 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. ☐ YES ☒ NO
5. 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. ☐ YES ☒ 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 Ryan Hein	Title Manager
Signature 	Date 02/15/19

**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 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For	Date
Signature	Title
	Attest

**RETAIL LIQUOR OR 3.2 BEER  
LICENSE RENEWAL APPLICATION**

RED MOUNTAIN BREWING  
PO BOX 876  
OURAY CO 81427

Fees Due	
Renewal Fee	750.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
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.

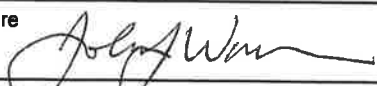
**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

Licensee Name <b>RED MOUNTAIN BREWING LLC</b>		DBA <b>RED MOUNTAIN BREWING</b>		
Liquor License # <b>03-07889</b>	License Type <b>Brew Pub (city)</b>	Sales Tax License # <b>32974995</b>	Expiration Date <b>05/08/2019</b>	Due Date <b>03/24/2019</b>
Operating Manager <b>John Warren</b>		Date of Birth _____ Home Address _____		
Manager Phone Number <b>(970) 497-0697</b>		Email Address _____		
Street Address <b>400 MAIN STREET OURAY CO 81427</b>				Phone Number <b>9703257388</b>
Mailing Address <b>PO BOX 876 OURAY CO 81427</b>				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO  
Is the premises owned or rented? ☐ Owned ☒ Rented\* \*If rented, expiration date of lease **3/31/2022**
36. 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. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. 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. ☐ YES ☒ 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 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.  
☐ YES ☒ NO
5. 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. ☐ YES ☒ 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 <b>John J. Warren</b>	Title <b>Owner</b>
Signature 	Date <b>3/21/2019</b>

**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 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For _____		Date _____
Signature _____	Title _____	Attest _____

## Bed and Breakfast Permit Application

<b>2341 Bed and Breakfast Permit</b>				<input type="checkbox"/> New		<input checked="" type="checkbox"/> <b>Renewal</b>		<b>\$71.25</b>							
5. Name of Applicant SECRET GARDEN CATERING INC				Liquor License Number 07-83231-0000											
6. Trade Name of Establishment (DBA) SECRET GARDEN BED & BREAKFAST															
7. Address 101 6TH AVE				Phone Number 9703254226											
City Ouray			County Ouray			State CO		ZIP Code 81427							
8. Mailing Address (Number and Street) PO BOX 862			City Ouray			State CO		ZIP Code 81427							
<ul style="list-style-type: none"> <li>• Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance).</li> <li>• Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed.</li> </ul> <p>Pursuant to 12-47-410, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:</p> <p><input checked="" type="checkbox"/> That it has no more than 20 sleeping rooms, and</p> <p><input checked="" type="checkbox"/> That it provides at least 1 meal per day at no charge other than for overnight lodging, and</p> <p><input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink or in sealed containers, and</p> <p><input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:</p>															
<b>Monday Hours</b>		<b>Tuesday Hours</b>		<b>Wednesday Hours</b>		<b>Thursday Hours</b>		<b>Friday Hours</b>		<b>Saturday Hours</b>		<b>Sunday Hours</b>			
From: 5 P m.		From: 5 P m.		From: 5 P m.		From: 5 P m.		From: 5 P m.		From: 5 P m.		From: 5 P m.			
To: 7 P m.		To: 7 P m.		To: 7 P m.		To: 7 P m.		To: 7 P m.		To: 7 P m.		To: 7 P m.			
<b>Oath of Applicant</b>															
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 <i>Anna E. Sharpe</i>				Title President (owner)				Date 3-8-19							
<b>Report and Approval of Local Licensing Authority (City/County)</b>															
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 applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.															
<b>THEREFORE, THIS APPLICATION IS APPROVED.</b>															
Local Licensing Authority (City or County)								Date filed With Local Authority							
Signature				Title				Date							
<b>Report of State Licensing Authority</b>															
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.															
Signature				Title				Date							
<b>DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY</b>															
Date License Issued				License Account Number				Period							
2341-100				(999)				2102				750 (999)			
								TOTAL							



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## ACTION ITEMS (April 1, 2019):

### Ouray Beautification Committee Appointment

**Action Requested** – *Will City Council appoint a new member to the Beautification committee to fill the one open position?*

**Background** – The Beautification Committee currently has one open position on the committee. Councilwoman Hilton provided City Staff with the only applicant who has applied for the position since the position came open. Curtis Wayne Haggar, “long-time resident” is the applicant who has been recommended by the Beautification Committee.

**Staff Recommendation** – City Staff recommends that City Council appoint Curtis Haggar as the new Beautification Committee member to fill the vacant position.

### Four Professional Services Agreements for San Juan Room Improvements

**Action Requested** – *Will City Council approve 4 PSAs for San Juan Room Improvements?*

**Background** – In March, 2019, City Staff obtained bids from four (4) individual contractors to execute the budgeted improvements and updates to the San Juan Room. After reviewing the bids and doing numerous walk-throughs with these contractors, the following were chosen for the project:

San Juan Room ceiling and wall improvements – Robert Warren, Ouray

San Juan Room insulation – Energy Pro Insulation, Montrose

San Juan Room electrical – Heitz Electrical, Ouray

San Juan Room painting – Montrose Custom Painting, Montrose

If approved, work will begin as soon as possible with an estimated completion date of May 3, 2019.

**Staff Recommendation** – City Staff recommends that City Council approve the PSAs for the San Juan Room Improvements Project.



APPLICATION FOR PARTICIPATION  
ON A CITY COMMITTEE

City of Ouray  
320 6<sup>th</sup> Avenue  
PO Box 468  
Ouray, Colorado 81427  
Telephone: (970) 325 7211 FAX: (970) 325 7212

An Equal Employment Opportunity Employer

Thank you for your interest in applying to serve on a City Committee. Please complete the following on your background. This information will allow us to select and appoint a balanced membership for each of our committees.

PART 1: PERSONAL DATA

Full Name: Curtis Wayne Haggard  
Physical Address: 533 Main St Ouray CO 81427  
Mailing Address: PO Box 649 Ouray CO 81427  
E-Mail Address: ouray-chemist@gmail.com  
Home Telephone Number: 970-325-4003  
Business Telephone Number: 970-325-4003 (same)  
Present job title: Owner - Ouray Alchemist  
Present employment is (check one) ☒ Full-time ☐ Part-time  
May we contact you at work for committee related issues? ☒ Yes ☐ No  
For short-term/long-term rental committee:  
Do you      rent or ☒ own your home? If you own, do you have vacation rentals? one unit

PART 2: BACKGROUND INFORMATION

Please write the name of the committee for which you would like to be appointed:

Beautification Committee - for open position

How long have you lived in the City of Ouray? 25 years

What do you think are the major issues affecting our City?

Water and sewer related to growth

How do you envision your contribution to this committee?

Long-time resident with a community orientated vision. I am a person who really cares about our future.

Signature

Date

Print Name

If you are interested in this opportunity to serve your community, please fill out the application and return to the above address.



---

## **San Juan Room Bids 3/22/19**

- Robert Warren Drywall, Ouray CO
  - floor protection- install, remove
  - hang, tape and texture drywall
  - construction debris removal
  - misc. materials
  - misc. trim delete
  - frame and crown delete
    - \$10,850
    - ~~Alternate #1 Paint as specified = \$4,600~~
- Heitz Electrical Services, LLC Dan Heitz, Ouray, CO
  - provide electric services as specified
    - \$6,685
- Energy Pro Insulation, Chris Williams, Grand Junction
  - Combine with existing ceiling insulation to obtain an R-49 average
    - \$2,720
- Montrose Custom Painting, Chris Mohny, Montrose, CO
  - Paint as specified
    - \$4,300
- Total = \$24,555

City to make room ready and frame as needed



## CITY OF OURAY

### Professional Service Agreement

THIS AGREEMENT is entered into effective 4/1/19, by and between:

The City of Ouray, a Colorado municipal corporation (the City); and,

Robert Warren, an individual located at P.O. Box 1194, Ouray, Colorado, (the Contractor).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as [Subject] A. The tasks listed under Scope of Services may change throughout the contract period. If a new task is assigned to Contractor, that task shall fall under [Subject] A, without modifying this Agreement.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until for on or about May 3, 2019, at which time the City and the Contractor will either negotiate and execute a new agreement to complete the services, extend this agreement in writing, or their relationship under this agreement will terminate. The City may terminate this agreement upon three (3) days written notice for any reason.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor according to the Fee Schedule attached and incorporated as [Subject] B.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice at the completion of the project to the City describing the professional services rendered. 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, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, 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.

5. CITY REPRESENTATIVE. The City designates the Interim City Administrator as its representative and authorizes him 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.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City 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 Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor 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 Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

- a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
    - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
    - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
  - b. The Contractor 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.
  - c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
  - d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
  9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees,

insurers, and self-insurance pool, from and against liability for damage, including reasonable 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 Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq*, the Contractor certifies the following:

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(C).
- d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing

or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
  - g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.
  - h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
- 11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
  - 12. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
  - 13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.

14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be unenforceable or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be unenforceable.
18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
22. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Contractor have signed this agreement effective the day and year first written above.

CITY OF OURAY:

\_\_\_\_\_  
Pamela J. Larson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR

\_\_\_\_\_  
Robert Warren

**Scope of Work required in the San Juan Room and attached Storage Rooms**

Project Address: San Juan Room, 320 6<sup>th</sup> Ave, Ouray, 81426

Site Contacts: Jennifer Miller, Dave Doherty

1. San Juan Room

- 1.1. Drywall Contractor (DC) to apply adequate protection over flooring in all areas work to be undertaken. Remove and dispose when all contractors have completed work.
- ~~1.2. Remove existing Crown Moulding at ceiling and dispose of~~
  - ~~1.2.1. Replace with 3 5/8" primed MDF, caulk, fill holes, sand and paint~~
- 1.3. DC to remove battens and Homasote sheets from ceiling where applied (includes south storage area)
  - 1.3.1. Apply Furring strips or sheetrock ceiling at location of battens removed to create 1 plane on the ceiling if required
- 1.4. Electrical Contractor (EC) to remove lighting fixtures and install new- make and model to be discussed (qty. 16)
- 1.5. EC to remove and reinstall exit lighting as required to complete new work
- 1.6. DC to remove HVAC Registers, clean, spray paint Gloss White and reinstall (qty. 3)
- 1.7. DC to install 5/8" GWB over existing ceiling tile-, this applies to entire ceiling, including above south storage area. Tape, sand, texture
  - 1.7.1. Painting Contractor (PC) to prime and paint. City to provide color.
- 1.8. PC to repaint existing walls and trim- City to provide paint color
  - 1.8.1. Gray Walls in kitchen not to be painted
  - 1.8.2. Wood Base with stain and gloss finish to remain intact and unpainted
- 1.9. Install 1/2" GWB over vertical bead board at kitchen counter; apply level 5 finish to surface. *Apply primed MDF trim consisting of 1x6 base, 1x4 top rail and 1x4 verticals creating 22" wide ± panels on front and north side (City to perform).* PC to Sand, prime and paint all. Paint color per City choice.
- 1.10. City to remove ~~and reinstall~~ speakers at ceiling/wall locations
- 1.11. DC to remove floor protection and dispose of
- 1.12. Insulate ceiling to R-49- City shall retain ownership and sourcing of this line item

2. North Storage Room

- 2.1. City to furr ceiling down to allow for added GWB on Ceiling at exposed conduit
- 2.2. DC to remove and dispose of crown moulding
- ~~2.3. Install furring strips at locations of missing ceiling tiles if require to maintain a flat surface for GWB~~
- 2.4. DC to install 5/8" GWB over existing ceiling tile- Tape, sand, texture.
  - 2.4.1. PC to prime and paint. City to provide color.
- 2.5. *City to Build soffit to cover Flex Duct (City to perform framing)-*
  - 2.5.1. PC to prime and paint

- 2.6. IC to Insulate behind cast iron/pvc pipe in chase
  - 2.6.1. City to cover with MDF- use finish washers and screws to apply
  - 2.6.2. PC to prime and paint
3. South Storage Room
  - ~~3.1. Remove existing door #1 and infill framing to accept GWB~~
  - 3.2. *Remove existing door #2 and replace with single 3068 (City to Perform)*
  - 3.3. *Extend wall framing to ceiling w/2x6's- hold flush to exterior face of Bead Board wall covering(City to perform)*
    - 3.3.1. *apply furring strips to existing walls to match framing dimension*
  - 3.4. EC to add 2 corresponding light fixtures to ceiling above space
  - 3.5. EC to add (4) 120v receptacles to space
  - 3.6. *Seal ductwork at northwest corner of room, insulate and continue framing to ceiling (City to perform).*
  - 3.7. Insulate framed walls with Mineral Wool insulation
  - 3.8. DC to apply 1/2" GWB to both sides of framed walls, 5/8" GWB to duct chase. Tape, sand, texture
    - 3.8.1. PC to prime and paint.
  - 3.9. *Furnish and install 9/16" x 5" MDF base to both sides of framed walls. Trim door with MDF to City approved design (City to Perform).*
    - 3.9.1. *PC to fill holes and paint*
  - Contractors to furnish and install all materials, unless otherwise specified
  - Contractors to provide all surface protection and broom clean upon completion of project
  - Contractors to provide all means of construction demo disposal
  - Contractors to obtain City and State permits required to perform work
  - Electrical Contractor to furnish and install (1) combination smoke/CO detector in each are of work listed. Devices shall be interconnected
  - Contractor to provide price to perform all work as described above and supply hourly rate of reimbursement for work not listed, added or found during construction. An allowance of 10% profit and overhead is allowed for extra work as describe.
  - Contractor and Sub-Contractors to maintain insurance as required by the City
  - Owner to remove and reinstall window treatments
  - Owner to remove and reinstall all artwork, furniture and stored materials
  - Owner will provide timely response to questions regarding details and paint colors/sheens

Due to anticipated duration of the project (3 weeks in April 2019), payment by the City will be made within 10 days of receipt of invoice upon completion of



Robert Warren (970) 316-1613  
PO box 1194  
Ouray Co. 81427  
City of Ouray Colorado  
Estimate for work on  
San Juan room,

Attachment B

(Detailed Estimate)

estimate is for materials + labor.

accepted by City

Dry wall = 10,000.00

~~Framing = 2,400.00~~

~~Crown + trim = 5,500.00~~

~~Paint = 4,600.00~~

~~Permit = 1,000.00~~

accepted by City

Disposal of trash = 900.00

accepted by City

Misc materials = 450.00

Revised Total

\$10,850

Total cost = ~~24,350.00~~

Signature of Acceptance by  
Robert Warren upon approval  
by City on 4/1/19

X

Robert Warren

Thanks Robert Warren  


## CITY OF OURAY

### Professional Service Agreement

THIS AGREEMENT is entered into effective 4/01/2019, by and between:

The City of Ouray, a Colorado municipal corporation (the City); and,

Energy Pro Insulation, Inc, a Colorado Corporation with its principal place of business being 2892 1-70 Business Loop, Grand Junction, Colorado, 81501 (the Contractor).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Attachment A. The tasks listed under Scope of Services may change throughout the contract period. If a new task is assigned to Contractor, that task shall fall under Attachment A, without modifying this Agreement.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until for on or about May 3, 2019, at which time the City and the Contractor will either negotiate and execute a new agreement to complete the services, extend this agreement in writing, or their relationship under this agreement will terminate. The City may terminate this contract at anytime upon three (3) days notice.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor according to the Fee Schedule attached and incorporated as Attachment B.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice at the completion of the project to the City describing the professional services rendered. 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, and the hourly rate charged for that work. The City shall have access to backup payroll documentation

identifying individual employee, 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.

5. CITY REPRESENTATIVE. The City designates the Interim City Administrator as its representative and authorizes him 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.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City 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 Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor 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 Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

- a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
    - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
    - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
  - b. The Contractor 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.
  - c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
  - d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
  9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees,

insurers, and self-insurance pool, from and against liability for damage, including reasonable 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 Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq*, the Contractor certifies the following:

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(C).
- d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing

or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
  - g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.
  - h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
12. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.

13. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
14. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
16. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
17. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be unenforceable or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be unenforceable.
18. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
19. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

20. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
21. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
22. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Contractor have signed this agreement effective the day and year first written above.

CITY OF OURAY:

\_\_\_\_\_  
Pamela J. Larson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR

\_\_\_\_\_  
Chris Williams, President  
Energy Pro Insulation



Attachment A

**Scope of Work required in the San Juan Room and attached Storage Rooms**

Project Address: San Juan Room, 320 6<sup>th</sup> Ave, Ouray, 81426

Site Contacts: Jennifer Miller, Dave Doherty

1. San Juan Room

1.1. Drywall Contractor (DC) to apply adequate protection over flooring in all areas work to be undertaken. Remove and dispose when all contractors have completed work.

~~1.2. Remove existing Crown Moulding at ceiling and dispose of~~

~~1.2.1. Replace with 3 5/8" primed MDF, caulk, fill holes, sand and paint~~

1.3. DC to remove battens and Homasote sheets from ceiling where applied (includes south storage area)

1.3.1. Apply Furring strips or sheetrock ceiling at location of battens removed to create 1 plane on the ceiling if required

1.4. Electrical Contractor (EC) to remove lighting fixtures and install new- make and model to be discussed (qty. 16)

1.5. EC to remove and reinstall exit lighting as required to complete new work

1.6. DC to remove HVAC Registers, clean, spray paint Gloss White and reinstall (qty. 3)

1.7. DC to install 5/8" GWB over existing ceiling tile-, this applies to entire ceiling, including above south storage area. Tape, sand, texture

1.7.1. Painting Contractor (PC) to prime and paint. City to provide color.

1.8. PC to repaint existing walls and trim- City to provide paint color

1.8.1. Gray Walls in kitchen not to be painted

1.8.2. Wood Base with stain and gloss finish to remain intact and unpainted

1.9. Install 1/2" GWB over vertical bead board at kitchen counter; apply level 5 finish to surface. *Apply primed MDF trim consisting of 1x6 base, 1x4 top rail and 1x4 verticals creating 22" wide ± panels on front and north side (City to perform).* PC to Sand, prime and paint all. Paint color per City choice.

1.10. City to remove ~~and reinstall~~ speakers at ceiling/wall locations

1.11. DC to remove floor protection and dispose of

1.12. Insulate ceiling to R-49- City shall retain ownership and sourcing of this line item

2. North Storage Room

2.1. City to furr ceiling down to allow for added GWB on Ceiling at exposed conduit

2.2. DC to remove and dispose of crown moulding

~~2.3. Install furring strips at locations of missing ceiling tiles if require to maintain a flat surface for GWB~~

2.4. DC to install 5/8" GWB over existing ceiling tile- Tape, sand, texture.

2.4.1. PC to prime and paint. City to provide color.

2.5. *City to Build soffit to cover Flex Duct (City to perform framing)-*

2.5.1. PC to prime and paint

2.6. IC to Insulate behind cast iron/pvc pipe in chase

- 2.6.1. City to cover with MDF- use finish washers and screws to apply
- 2.6.2. PC to prime and paint
3. South Storage Room
  - 3.1. ~~Remove existing door #1 and infill framing to accept GWB~~
  - 3.2. *Remove existing door #2 and replace with single 3068 (City to Perform)*
  - 3.3. *Extend wall framing to ceiling w/2x6's- hold flush to exterior face of Bead Board wall covering(City to perform)*
    - 3.3.1. *apply furring strips to existing walls to match framing dimension*
  - 3.4. EC to add 2 corresponding light fixtures to ceiling above space
  - 3.5. EC to add (4) 120v receptacles to space
  - 3.6. *Seal ductwork at northwest corner of room, insulate and continue framing to ceiling (City to perform).*
  - 3.7. Insulate framed walls with Mineral Wool insulation
  - 3.8. DC to apply 1/2" GWB to both sides of framed walls, 5/8" GWB to duct chase. Tape, sand, texture
    - 3.8.1. PC to prime and paint.
  - 3.9. *Furnish and install 9/16" x 5" MDF base to both sides of framed walls. Trim door with MDF to City approved design (City to Perform).*
    - 3.9.1. *PC to fill holes and paint*
- Contractors to furnish and install all materials, unless otherwise specified
- Contractors to provide all surface protection and broom clean upon completion of project
- Contractors to provide all means of construction demo disposal
- Contractors to obtain City and State permits required to perform work
- Electrical Contractor to furnish and install (1) combination smoke/CO detector in each are of work listed. Devices shall be interconnected
- Contractor to provide price to perform all work as described above and supply hourly rate of reimbursement for work not listed, added or found during construction. An allowance of 10% profit and overhead is allowed for extra work as describe.
- Contractor and Sub-Contractors to maintain insurance as required by the City
- Owner to remove and reinstall window treatments
- Owner to remove and reinstall all artwork, furniture and stored materials
- Owner will provide timely response to questions regarding details and paint colors/sheens
- Due to anticipated duration of the project (3 weeks in April 2019), payment by the City will be made within 10 days of receipt of invoice upon completion of work.

-10-  
Attachment B



3/6/2019

Dave Doherty  
P.O. Box 914  
Ouray, CO 81427

508-737-1497  
[davedoherty01@gmail.com](mailto:davedoherty01@gmail.com)

RE: City Hall, Ouray

After walk Through Revision #1

We propose to furnish and install the following Scope of Work (the "Work"):

R-Value	Material	Work Area	Notes
Air Infiltration	Fire Foam	Penetrations Per Code	Seal any penetrations with fire rated foam that can be found.
R-49	Loose-fill Fiberglass	Ceiling Area	Blow fiberglass blow wool over the existing attic blow material to bring the total R-Value up to a R-49. <u>Add LOTS of attic rulers.</u>
	Rockwool / Fiberglass	Duct Work	Install rockwool or fiberglass insulation around duct work to block between floors and at ceiling area level chases. If needed

**Total Contract Price: \$ 2,720.00**

**Options**

R-Value	Material	Work Area	Notes	For the additional sum of:

Acceptance: Contractor may charge and/or withdraw this agreement if Contractor does not receive your signed acceptance within 30 business days after the date listed above.

Terms of Payment: CDD unless prior payment arrangements are made between Customer and Contractor.

Pricing: Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to these terms and conditions. The prices above shall remain firm for 90 days after you sign this agreement. If performance of this agreement extends beyond those 90 days, you agree to pay Contractor's then current pricing for the Work performed after those 90 days.

Respectfully Submitted:

Reviewed and Accepted

Chris Williams  
Sale Representative

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

## CITY OF OURAY

### Professional Service Agreement

THIS AGREEMENT is entered into effective 4/01/2019, by and between:

The City of Ouray, a Colorado municipal corporation (the City); and,

Heitz Electrical Services, LLC, a Colorado Limited Liability Company with its principal place of business being 645 Main St., Ouray Colorado 81427 (the Contractor).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Attachment A. The tasks listed under Scope of Services may change throughout the contract period. If a new task is assigned to Contractor, that task shall fall under Attachment A, without modifying this Agreement.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until for on or about May 3, 2019, at which time the City and the Contractor will either negotiate and execute a new agreement to complete the services, extend this agreement in writing, or their relationship under this agreement will terminate. The City may terminate this agreement for any reason upon three (3) day notice.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor according to the Fee Schedule attached and incorporated as Attachment B.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice at the completion of the project to the City describing the professional services rendered. 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, and the hourly rate charged for that work. The City shall have access to backup payroll documentation

identifying individual employee, 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.

5. CITY REPRESENTATIVE. The City designates the Interim City Administrator as its representative and authorizes him 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.
6. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of the City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. The City 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 Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor 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 Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.
7. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.

- a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
    - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
    - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
  - b. The Contractor 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.
  - c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.
  - d. The Contractor shall be responsible for any deductible under any policy required above.
8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees,

insurers, and self-insurance pool, from and against liability for damage, including reasonable 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 Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.

10. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq*, the Contractor certifies the following:

- a. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(C).
- d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing

or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
  - g. If the Contractor violates these illegal alien provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions and the City terminates this Contract for that reason.
  - h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
- 11. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
  - 12. Heitz Electrical Services, LLC,. (Contractor staff contacts.)
  - 13. PAYMENTS BY CITY. Any and all payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.



14. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
15. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
16. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.
17. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
18. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be unenforceable or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be unenforceable.
19. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
20. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

21. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
22. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
23. PRONOUNS. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

IN WITNESS WHEREOF, the City and the Contractor have signed this agreement effective the day and year first written above.

CITY OF OURAY:

\_\_\_\_\_  
Pamela J. Larson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR

\_\_\_\_\_  
Dan Heitz, Member, Heitz Electrical Services

## Attachment A

### **Scope of Work required in the San Juan Room and attached Storage Rooms**

Project Address: San Juan Room, 320 6<sup>th</sup> Ave, Ouray, 81426

Site Contacts: Jennifer Miller, Dave Doherty

#### 1. San Juan Room

- 1.1. Drywall Contractor (DC) to apply adequate protection over flooring in all areas work to be undertaken. Remove and dispose when all contractors have completed work.
- ~~1.2. Remove existing Crown Moulding at ceiling and dispose of~~
  - ~~1.2.1. Replace with 3 5/8" primed MDF, caulk, fill holes, sand and paint~~
- 1.3. DC to remove battens and Homasote sheets from ceiling where applied (includes south storage area)
  - 1.3.1. Apply Furring strips or sheetrock ceiling at location of battens removed to create 1 plane on the ceiling if required
- 1.4. Electrical Contractor (EC) to remove lighting fixtures and install new- make and model to be discussed (qty. 16)
- 1.5. EC to remove and reinstall exit lighting as required to complete new work
- 1.6. DC to remove HVAC Registers, clean, spray paint Gloss White and reinstall (qty. 3)
- 1.7. DC to install 5/8" GWB over existing ceiling tile-, this applies to entire ceiling, including above south storage area. Tape, sand, texture
  - 1.7.1. Painting Contractor (PC) to prime and paint. City to provide color.
- 1.8. PC to repaint existing walls and trim- City to provide paint color
  - 1.8.1. Gray Walls in kitchen not to be painted
  - 1.8.2. Wood Base with stain and gloss finish to remain intact and unpainted
- 1.9. Install 1/2" GWB over vertical bead board at kitchen counter; apply level 5 finish to surface. *Apply primed MDF trim consisting of 1x6 base, 1x4 top rail and 1x4 verticals creating 22" wide ± panels on front and north side (City to perform).* PC to Sand, prime and paint all. Paint color per City choice.
- 1.10. City to remove ~~and reinstall~~ speakers at ceiling/wall locations
- 1.11. DC to remove floor protection and dispose of
- 1.12. Insulate ceiling to R-49- City shall retain ownership and sourcing of this line item

#### 2. North Storage Room

- 2.1. City to furr ceiling down to allow for added GWB on Ceiling at exposed conduit
- 2.2. DC to remove and dispose of crown moulding
- ~~2.3. Install furring strips at locations of missing ceiling tiles if require to maintain a flat surface for GWB~~
- 2.4. DC to install 5/8" GWB over existing ceiling tile- Tape, sand, texture.
  - 2.4.1. PC to prime and paint. City to provide color.
- 2.5. *City to Build soffit to cover Flex Duct (City to perform framing)-*
  - 2.5.1. PC to prime and paint
- 2.6. IC to Insulate behind cast iron/pvc pipe in chase

2.6.1. City to cover with MDF- use finish washers and screws to apply

2.6.2. PC to prime and paint

3. South Storage Room

3.1. ~~Remove existing door #1 and infill framing to accept GWB~~

3.2. *Remove existing door #2 and replace with single 3068 (City to Perform)*

3.3. *Extend wall framing to ceiling w/2x6's- hold flush to exterior face of Bead Board wall covering(City to perform)*

3.3.1. *apply furring strips to existing walls to match framing dimension*

3.4. EC to add 2 corresponding light fixtures to ceiling above space

3.5. EC to add (4) 120v receptacles to space

3.6. *Seal ductwork at northwest corner of room, insulate and continue framing to ceiling (City to perform).*

3.7. Insulate framed walls with Mineral Wool insulation

3.8. DC to apply 1/2" GWB to both sides of framed walls, 5/8" GWB to duct chase. Tape, sand, texture

3.8.1. PC to prime and paint.

3.9. *Furnish and install 9/16" x 5" MDF base to both sides of framed walls. Trim door with MDF to City approved design (City to Perform).*

3.9.1. *PC to fill holes and paint*

- Contractors to furnish and install all materials, unless otherwise specified
- Contractors to provide all surface protection and broom clean upon completion of project
- Contractors to provide all means of construction demo disposal
- Contractors to obtain City and State permits required to perform work
- Electrical Contractor to furnish and install (1) combination smoke/CO detector in each are of work listed. Devices shall be interconnected
- Contractor to provide price to perform all work as described above and supply hourly rate of reimbursement for work not listed, added or found during construction. An allowance of 10% profit and overhead is allowed for extra work as describe.
- Contractor and Sub-Contractors to maintain insurance as required by the City
- Owner to remove and reinstall window treatments
- Owner to remove and reinstall all artwork, furniture and stored materials
- Owner will provide timely response to questions regarding details and paint colors/sheens

Due to anticipated duration of the project (3 weeks in April 2019), payment by the City will be made within 10 days of receipt of invoice upon completion of work.

-10-  
Attachment B

Heitz Electrical Services, LLC  
PO Box 1026  
Ouray, CO 81427

## Estimate

Name/Address
City of Ouray PO Box 468 320 Sixth Ave. Ouray, CO 81427

Date	Estimate No.	Project
02/01/19	114	

Item	Description	Quantity	Cost	Total
Labor and materials	Labor and materials to complete the following project as quoted: work as outlined in the RFP for the San Juan Rm improvement project dated 3-6-2019. The following items are covered in this Estimate. 1.4, 1.5, 2.1, 3.4, 3.5, Sate Electrical Permit. The new light fixture installed would be a Cooper Lighting model # 4WN-LED	1	6,685.00	6,685.00
Extra	an hourly rate for work not listed, added or found during construction \$98.00 journeyman \$15.00 helper		0.00	0.00
Extra	Under the "Additional Information" section, I do not and will not accept the \$1,000.00 per day penalty for non completion of the job clause, If that is an absolute requirement to this job, then I will need to adjust my Estimate to reflect that requirement		0.00	0.00
Extra	I have been a Electrical Contractor in Rockford, IL. for 18 years before moving to Ouray four years ago. I have reopened my business here just over one year ago after taking the Colorado Master Electrician Exam. Over the course of my career I have been involed with all scopes and complexity of electrical work and feel this project would not impose any problems to complete. References available on request.		0.00	0.00
Extra			0.00	0.00
			<b>Total</b>	<b>\$6,685.00</b>

## CITY OF OURAY

### Professional Service Agreement

THIS AGREEMENT is entered into effective 4/01/2019, by and between:

The City of Ouray, a Colorado municipal corporation (the City); and,

Cris Mohny, d/b/a Montrose Custom Painting, and individual who resides at 420 Indiangrass Loop, Montrose, Colorado, 81403 (the Contractor).

NOW THEREFORE, in consideration of the mutual representations, promises and conditions contained herein, the parties agree as follows.

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services in accordance with the Scope of Contractor Services attached and incorporated as Attachment A. The tasks listed under Scope of Services may change throughout the contract period. If a new task is assigned to Contractor, that task shall fall under Attachment A, without modifying this Agreement.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue until for on or about May 3, 2019, at which time the City and the Contractor will either negotiate and execute a new agreement to complete the services, extend this agreement in writing, or their relationship under this agreement will terminate. The City may terminate this agreement for any reason upon three (3) day notice to Contractor.
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work. The City shall have access to backup payroll documentation identifying individual employee, 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.

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8. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*



9. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including reasonable 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 Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.
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  - b. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
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notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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12. Cris Mohney. (Contractor staff contacts.)

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IN WITNESS WHEREOF, the City and the Contractor have signed this agreement effective the day and year first written above.

CITY OF OURAY:

\_\_\_\_\_  
Pamela J. Larson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa M. Drake, City Clerk

CONTRACTOR

\_\_\_\_\_  
Cris Mohnney, individually

Attachment A

**Scope of Work required in the San Juan Room and attached Storage Rooms**

Project Address: San Juan Room, 320 6<sup>th</sup> Ave, Ouray, 81426

Site Contacts: Jennifer Miller, Dave Doherty

1. San Juan Room

- 1.1. Drywall Contractor (DC) to apply adequate protection over flooring in all areas work to be undertaken. Remove and dispose when all contractors have completed work.
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- 1.12. Insulate ceiling to R-49- City shall retain ownership and sourcing of this line item

2. North Storage Room

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  - 2.5.1. PC to prime and paint

- 2.6. IC to Insulate behind cast iron/pvc pipe in chase
  - 2.6.1. City to cover with MDF- use finish washers and screws to apply
  - 2.6.2. PC to prime and paint

3. South Storage Room

- ~~3.1. Remove existing door #1 and infill framing to accept GWB~~
- 3.2. *Remove existing door #2 and replace with single 3068 (City to Perform)*
- 3.3. *Extend wall framing to ceiling w/2x6's- hold flush to exterior face of Bead Board wall covering(City to perform)*
  - 3.3.1. *apply furring strips to existing walls to match framing dimension*
- 3.4. EC to add 2 corresponding light fixtures to ceiling above space
- 3.5. EC to add (4) 120v receptacles to space
- 3.6. *Seal ductwork at northwest corner of room, insulate and continue framing to ceiling (City to perform).*
- 3.7. Insulate framed walls with Mineral Wool insulation
- 3.8. DC to apply 1/2" GWB to both sides of framed walls, 5/8" GWB to duct chase. Tape, sand, texture
  - 3.8.1. PC to prime and paint.
- 3.9. *Furnish and install 9/16" x 5" MDF base to both sides of framed walls. Trim door with MDF to City approved design (City to Perform).*
  - 3.9.1. *PC to fill holes and paint*

- Contractors to furnish and install all materials, unless otherwise specified
- Contractors to provide all surface protection and broom clean upon completion of project
- Contractors to provide all means of construction demo disposal
- Contractors to obtain City and State permits required to perform work
- Electrical Contractor to furnish and install (1) combination smoke/CO detector in each are of work listed. Devices shall be interconnected
- Contractor to provide price to perform all work as described above and supply hourly rate of reimbursement for work not listed, added or found during construction. An allowance of 10% profit and overhead is allowed for extra work as describe.
- Contractor and Sub-Contractors to maintain insurance as required by the City
- Owner to remove and reinstall window treatments
- Owner to remove and reinstall all artwork, furniture and stored materials
- Owner will provide timely response to questions regarding details and paint colors/sheens

Due to anticipated duration of the project (3 weeks in April 2019), payment by the City will be made within 10 days of receipt of invoice upon completion of work.

MONTROSE CUSTOM PAINTING  
Cris Mohny – Owner (970)-275-0660

Labor to be performed:

Apply one coat primer/sealer on ceilings as discussed and areas of new drywall.

Apply one coat finish (flat) to ceilings.

Caulk windows as deemed necessary.

Apply one coat finish to walls (white) and chair rail (blue).

Total Labor Cost:                      \$3400.00

Estimated materials cost:              \$ 900.00

~~\*1/3 down payment to start or \$1400.00~~ ————— remove per Cris on  
3/22/19

Please feel free to call with any questions or concerns regarding this bid or labor to be performed.

Thank you.

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



970.325.7211  
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[www.cityofouray.com](http://www.cityofouray.com)

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## DISCUSSION ITEMS (April 1, 2019)

### Hiring Philosophy for City Administrator

**Background** – A requested discussion by Mayor Larson to discuss the hiring philosophy and process for the City Administrator position.

### Water Conservation

**Background** – A requested discussion by Mayor Larson to discuss the 2019 water conservation efforts and needs in the City of Ouray.

### Vending/Mobile Food Delivery Ordinance

**Background** – Huckstering Permit was requested by Campbell's Cuisine. The City Attorney would like to discuss the desires of Council regarding this or new type of permit.

**Future Agenda Items** – Council discussion about future agenda items.