AGENDA OURAY CITY COUNCIL

320 6th Avenue – Community Center MASSARD AUDITORIUM Monday, April 22, 2019, 6:00PM

Special Meeting

- Electronic copies of the Work Session Council Packet may be available on the City website at www.cityofouray.com. A hard copy of the Packet may also be available at the Administrative Office for interested citizens.
- No Action will be considered at the Work Session
- 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

Special Meeting

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. PUBLIC HEARING

Twin Peaks Preliminary PUD Public Hearing. Preliminary PUD for the development and redevelopment of the Property to add 94 hotel rooms to the 54 existing rooms (148 total hotel rooms); expand and improve the existing restaurant; provide conferencing facilities; reconstruct the main lobby building; improve and expand the hotel pool amenity area; and other improvements. PUD variations include but are not limited to variations for increased building size, increased building height, decreased setbacks, and elimination of parking area buffering for parking planned on an alley. The PUD is located on Blk. 2, Lots 1-24, City of Ouray, and Lots 1A-6A of the Shodeen Replat (West ½ of Blk. 3, Lots 1-12); 125 Third Ave and TBD 1st Street.

5. ACTION ITEM

Twin Peaks Preliminary PUD Public Hearing. Preliminary PUD for the development and redevelopment of the Property to add 94 hotel rooms to the 54 existing rooms (148 total hotel rooms); expand and improve the existing restaurant; provide conferencing facilities; reconstruct the main lobby building; improve and expand the hotel pool amenity area; and other improvements. PUD variations include but are not limited to variations for increased building size, increased building height, decreased setbacks, and elimination of parking area buffering for parking planned on an alley. The PUD is located on Blk. 2, Lots 1-24, City of Ouray, and Lots 1A-6A of the Shodeen Replat (West ½ of Blk. 3, Lots 1-12); 125 Third Ave and TBD 1st Street.

6. ADJOURNMENT

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TO: Ouray City Council

FROM: Chris Hawkins, Community Development Coordinator

DATE: April 18, 2019

FOR: April 22, 2019 City Council Public Hearing

SUBJECT: Twin Peaks Preliminary PUD

PROJECT GEOGRAPHY

Table 1. Project Geography

able I. Project Geograp	
Application Summary:	Preliminary PUD for the development and redevelopment of the Property to add 94 hotel rooms to the 54 existing rooms (148 total hotel rooms); expand and improve the existing restaurant; provide conferencing facilities; reconstruct the main lobby building; improve and expand the hotel pool amenity area; and other improvements. PUD variations include but are not limited to variations for increased building size, increased building height, decreased setbacks, and elimination of parking area buffering for parking planned on an alley.
Address:	125 Third Ave and TBD 1 ST Street
Legal Description:	Blk. 2, Lots 1-24, City of Ouray; Lots 1A-6A of the Shodeen Replat (West ½ of Blk. 3, Lots 1-12) (" Property ")
Applicant:	Hinkson Hein Holdings, LLC ("Applicant")
Property Owner:	Hinkson Hein Holdings, LLC
Zoning:	R-2
Existing Use:	Twin Peaks Lodge, Restaurant, Hot Springs Pool, Jeep/ATV Rentals and Vacant Land
Proposed Use:	Twin Peaks Lodge Redevelopment and Expansion, Restaurant, Jeep/ATV Rentals, Spa, Meeting Rooms, Expanded Pool/Amenity Area
Site Size:	Approximately 3 acres total
Existing Density	54 lodge units, lobby area, 634 sq. ft. restaurant
Proposed Density	148 lodge units, 3,000 sq. ft. restaurant and bar, new spa, new lobby, conference facility, and 634 sq. ft. breakfast room/bar
Adjacent Land Uses:	•
North:	Frist Southern Baptist Church/Single-family
South:	Highway 550
East:	Single-family
West:	Box Canyon Lodge & Victorian Inn
Located Within	No
National or Local	
Historic District	
Located Within	No
Commercial Historic	
Boundary	

Table 2. R-2 Zone District Dimensional Requirements

able 2. R-2 Zone District Dimensional Requirements Requirement Zone District Standards PUD Standard			
Requirement	Zone District Standards	rud Standard	
South Site			
Building A			
Setbacks			
Front (North)	Avg. of the existing setbacks on	0 feet (Existing)	
	the block front or 15 feet		
- (2 1)	whichever is less	150.0	
Rear (South)		Approx. 158 feet	
Side (East)		0 feet (Existing)	
Side (West)		Approx. 220 feet	
Roof Eaves	Extend no more than 1 foot into	0 feet (Existing)	
	the required setback		
Maximum Floor Area	10,650 sq. ft.	15,357 sq. ft. ¹	
Building Height	35'	40.4' (USGS elevation of 7814.4')	
Building B + Sanitarium			
Setbacks			
Front (North)	Avg. of the existing setbacks on	Approx. 153'	
	the block front or 15 feet		
	whichever is less		
Rear (South)		48'	
Side (East)		8.5'	
Side (West)	5 feet	24'	
Roof Eaves	Extend no more than 1 foot into	Roof Eaves are located outside setbacks	
	the required setback		
Maximum Floor Area	10,650 sq. ft.	72,128 sq. ft.	
Building Height	35	40.1' (main) USGS of 7815.5'	
		49.4' (tower) USGS of 7824.75'	
South Site (Continued)			
Building C			
Setbacks			
Front (North)	Avg. of the existing setbacks on	0 feet (Existing)	
	the block front or 15 feet		
	whichever is less		
Rear (South)		Approx. 130 feet	
Side (East)		Approx. 270 feet	
Side (West)	5 feet	0 feet (Existing)	
Roof Eaves	Extend no more than 1 foot into	0 feet (Existing)	
	the required setback		
Maximum Floor Area	10,650 sq. ft.	9,150 sq. ft.	
Building Height	35'	35' with redevelopment	
	2.015 ac; 87,773.4 sq. ft./790 = 111 units	84 units	
Max. Bldg. Site Coverage	50%	38%	
Max. Site Coverage	80%	71.1%	
Parking	1 space per lodge unit	84 spaces	
	2 spaces for caretaker unit	2 off-site, on-street spaces	
	Total Required On-site Parking	84 spaces	
		r r	

¹ Includes Bldg. A, Solarium and Breakfast Room since all our part of one building.

Requirement	Zone District Standards	PUD Standard
	Total Provided On-Site Parking	82 spaces
PUD Open Space	20% of 87,385 = 17,477 sq. ft.	28.9%: 25,250 sq. ft.
NORTH SITE		
Building D		
Setbacks		
Front (West)	Average of the existing setbacks	26 feet
	on the block front or 15 feet	
	whichever is less	
Rear (East)	5 feet	34'-1"
Side (North)	5 feet	5' to Building
Side (South	5 feet	65'-10"
Roof Eaves	Extend no more than 1 foot into	Roof extends 4' into the 5' setback
	the required five foot setback	
Maximum Floor Area	10,650 sq. ft.	60,610 sq. ft.
Building Height	35	42' (USGS 7796')
Max. Lodging Unit	42,600 sq. ft./790 = 53.9 units	64 units (10.1 units from South Site)
Density		
Max. Bldg. Site Coverage		38%
Max. Site Coverage	80%	75%: 10,596 sq. ft.
Parking	1 space per lodge unit	64 spaces
	Total Provided Parking	64 spaces
PUD Open Space	20% of $42,640 = 8,528$ sq. ft.	25.7%: 10,992 sq. ft.
PUD Total Open Space	20% of $130,025 = 26,005$ sq. ft.	36,242 = 27.8% open space

Attachments:

Exhibit A: Applicant Narrative

Exhibit B: Public Comments Received To-Date

Exhibit C: Preliminary PUD Plan Set

Exhibit D: Water and Geothermal Analysis by Wright Water Engineering

Exhibit E: Draft PUD Agreement

BACKGROUND

Envisioned Development

The Applicant desires to expand and redevelop the Property, with the goal to improve the aging hotel infrastructure in the City, provide additional lodging opportunities, and make Twin Peaks the premiere Ouray lodging destination. The envisioned development is proposing 94 new hotel units on the Property over the current 54 hotel rooms; an increase in restaurant space; the provision of a new spa, new meeting space; new lobby and front desk area; and a significantly improved pool amenity area. The Property is shown in Figure 1. It should be noted that the underlying zoning permits up to 164 lodging units on the Property with 148 proposed units.

The Twin Peaks expansion is proposed onto vacant land to the north that is West ½ of Blk. 3, Lots 1A-6A, Shodeen Replat to create a new "**North Site**" with 64 new hotel units. On the existing Twin Peaks site ("**South Site**"), the Applicant desires to demolish the existing Buildings B that contains 34 lodge units and construct a new 64 unit lodge building, Building B, that generally mirrors the new hotel building on the North Site, with meeting space and amenity area in a tower

element. This would increase the current hotel unit count on the South Site by 30 units. Building C would remain as constructed until it is replaced.

The Applicant also desires to construct a new hotel lobby and front desk space, spa facility, and restaurant space in Building A with a new solarium for seating, while also remodeling the existing Breakfast Room/Bar. The Property owner also intends to construct a new pool/amenity area with a main swimming pool, soaking hot pools, cold pool, vapor cave, waterfall, gazebos and associated amenity space.

Figure 1. Vicinity Map



Sketch PUD Approval

The Planning Commission unanimously passed a motion recommending the City Council approve the Sketch PUD on April 17, 2018 subject to the conditions in the staff memo of record and the following conditions:

- 1. Explore provisions for employee and affordable housing.
- 2. Explore gray water recovery system.
- 3. Discussion of trailer parking on City right of way.
- 4. Amend Item #7 of staff memo to change Fourth Avenue to Third Avenue.
- 5. Amend Item #8 of staff memo to strike last sentence from the item.

The City Council unanimously approved the Sketch PUD by a vote of 4 to 0 (Mayor Larson did not participate due to a conflict of interest) on June 4, 2018 subject to the following conditions, with staff comments shown in *italics*:

1. The Applicant shall use of a graywater system to reduce water consumption for the development. The Applicant has committed to providing a graywater system in the PUD for the future buildings. The draft PUD agreement addresses this condition.

- 2. Trailer parking for hotel guests will be addressed with the Preliminary PUD with consideration of City parking ordinances and rules. The PUD plans show four trailer parking spaces along 1st Street. Hotel staff will direct trailer parking to other streets as allowed by City ordinances. The PUD Agreement should address how the hotel directs guests with trailers to park in the City.
- 3. Prior to the Planning Commission public hearing on the Preliminary PUD, City staff and the Applicant will address water capacity; sewer capacity; gas, electric and other utilities; traffic patterns and transportation impacts; and geothermal resource impacts. *Please refer to infrastructure discussion below.*
- 4. Prior to the Planning Commission public hearing on the Preliminary PUD, the amount of non-public improvements in the right-of-way will be reduced. *This condition has been met.*
- 5. Prior to the Planning Commission public hearing on the Preliminary PUD, the PUD plans will be revised to ensure the current Third Avenue and Fourth Avenue travel lanes are not altered, or diminished except for appropriate traffic calming at the cross-walk. This condition has been met. The plans show a small portable landscape planter to calm traffic.
- 6. The PUD will the Property be owned by one entity and not allow for condominium hotels, with marketing, management, rentals and operations conducted by the Twin Peaks owner. The Applicant is now requesting the ability to sell off the North Site and have it operate as a freestanding hotel development that includes an on-site lobby.
- 7. The hotel will be limited to short-term rentals as limited by the OLUC. *The draft PUD agreement addresses this condition.*
- 8. Prior to the Planning Commission public hearing on the Preliminary PUD, the Fire Department will provide referral comments per the adopted fire code and to address firefighting infrastructure and firefighting water reserves. *Please refer to Fire Department section below.*
- 9. Prior to the Planning Commission public hearing on the Preliminary PUD, the Applicant will submit a boundary survey for the South Site that shows the current improvements, distance to the property lines for existing buildings, platted lots, easements and other matters as shown on a current title commitment. *This condition has been met*.
- 10. North Site garage sight distance will be evaluated with the preliminary PUD. The garage entrance has approximately 100 feet of sight distance for northbound traffic on 1st Street and for west bound traffic on Fourth Avenue. This is more than adequate sight distance. Staff would note that a planned tree located to the north of the parking garage should be relocated with any Final PUD plan to improve the sight distance.
- 11. 4x4 Rental and parking will be addressed during the preliminary PUD. No storage or parking is allowed on the public streets. The Applicant has revised the plans to include a jeep rental parking area on the South Site that is south of the proposed Building B. A conditional use permit allowing the jeep rentals will be concurrently processed with any Final PUD.

Planning Commission Preliminary PUD Recommendation

The Planning Commission unanimously passed a motion at the February 12, 2019 meeting recommending the City Council approve the preliminary PUD subject to the following conditions:

1. Prior to the Final PUD meeting before the Planning Commission, the Applicant shall submit (A) revised plans to address the Fire Department referral comments; (B) remove the encroachments from the surrounding rights-of-way that are not approved by the City Council; and (C) show the proposed replat of the Property to remove the Building A encroachment from the Third Avenue Right-of-Way.

- 2. Prior to the Final PUD meeting before the Planning Commission, the Applicant shall submit (A) final floorplans and elevations for the proposed buildings; (B) draft plats for the North Site and South Site; (C) revised drainage calculations and engineered utility and grading and drainage plans; (D) revised title commitments for the North Site and South Site; (D) revise the plans to show the building site coverage and total site coverage for both sites; (E) require the removal of the water feature on the South Site; and (E) other plans and information as required by City staff to ensure a detailed review of the Final PUD pursuant to the requirements of the Ouray Land Use Code.
- 3. Prior to the Final PUD meeting before the Planning Commission, the PUD agreement shall be revised to require the Applicant to pay for the proportional cost of, and not object to the formation of a Local Improvement District for the hotel district in the area.
- 4. Prior to the Final PUD meeting before the Planning Commission, the City Attorney will review the following to ensure there are no geothermal impacts:
 - a. Verify if the current Owners of the Twin Peak Lodge are predecessors to Madura's lease of the 35 gallons per minute of the Manganese Mine Spring.
 - b. Verify if the current Owners of the Twin Peaks Lodge own the share of the Radium Ditch 222 water or a separate decree that would allow for the continued use of the Crystal Court Spring.
 - c. Verify how the use of the Crystal Court Springs by Twin Peaks Lodge potentially affect the lease of the Manganese Mine Spring under the agreements associated with OX-2 and OX-6 Wells.
- 5. Any Final PUD shall also have concurrent applications to (1) replat the North Site and South Site to vacate interior lot lines and tie the Property to the PUD; (2) site specific development plan, vested property rights for longer development time period, phasing, etc.; (3) conditional use permit for jeep, ATV, UTV and other tourist rentals; and right-of-way vacation for the City Council approved encroachment(s).
- 6. The plans shall be revised to show facilities for a freestanding hotel at the North Site.
- 7. The sign and water feature should be located within the South Site.
- 8. The vested property rights and phased development sections of the PUD Agreement will be crafted to ensure the City has adequate water and sewer resources.
- 9. The architect shall confirm the accuracy of the visual renderings.

PUD Variations

Table 3 summarizes the requested variations to the OLUC R-2 Zone District dimensional standards.

Table 3. PUD Variations

Building	OLUC Section Number	OLUC Standard	Requested Variation	Variation
Building A	7-5-E(4)(e)(ii)(1)	Front (north) setback that is the average of the existing block front or 15', whichever is less	actually encroaching onto the Third Ave.	5'
Building A	7-5-E(4)(e)(ii)(2)	5' side (east) setback	0' for new glass solarium and existing Breakfast Room/Bar	5'

Building	OLUC Section Number	OLUC Standard	Requested Variation	Variation
Building A	7-5-E(4)(e)(ii)(4)	Roof eaves cannot extend more than 1' into setbacks	0' for glass solarium and existing Breakfast Room/Bar	1'+
Building A	7-5-E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. A is proposed with approx. 15,357 sq. ft.	+ 4,707 sq. ft.
Building A	Table 7-5-D(4)	Maximum height of building 35'	40.4'	+ 5.4'
Building A	7-5-E			
	7-5-E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. B is proposed with approx. 72,128 sq. ft.	61,478 sq. ft.
Building B	Table 7-5-D(f)(i)	Two off-street parking spaces are required for the caretaker unit.	Two on-street parking areas	On-street parking
Building C	7-5-E(4)(e)(ii)(1)	Front setback (north) that is the average of the existing block front or 15', whichever is less	0 foot north front setback as built today	15'
Building C	7-5-E(4)(e)(ii)(2)	5' side setback	O foot west side setback as built today with encroachment onto property to the west	5'
	7-5-E(4)(e)(ii)(4)	Roof eaves cannot extend more than 1' into setbacks	Roof eave extends into the side north setback by 4'	4'
Building D	7-5-E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. D is proposed with approx. 60,580 sq. ft.	+ 49,930 sq. ft.
	Table 7-5-D	Lodging Unit density = 790 sq. ft. per unit = 54 units	64 units are proposed	+ 10 units if North Site only; both sites are -17 units
Building D	Table 7-5-D	Maximum height of 35'	41'-6"	+ 6.5'

The setback variations for Building A and C are needed to recognize the legal non- conforming status of the current buildings as they are remodeled. The Solarium and Lobby on Building A are proposed to be new building areas that encroach onto the side and front setbacks, respectively.

Foundation to PUD Variations

The Planned Unit Development ("**PUD**") Regulations in OLUC Section 7-8 establish the following Statement of Objectives of Development ("**PUD Objective**"):

"The intent of this section is to promote the Planned Unit Development Act of 1972 and encourage innovative developments with unique and valued community attributes. PUD's allow for consideration of development proposals that differ from required development improvements identified in the OLUC. PUD's offer different options to the applicant when planning and obtaining City approval for their development. PUD's allow flexibility with respect to dimensional requirements and increased densities under certain conditions or circumstances. PUD's encourage conservation of a site's natural characteristics, innovative residential, commercial and industrial development plans which will result in a more efficient use of open space and provide affordable housing for year around residents."

OLUC Section 7-8-D establishes the following applicable dimensional requirements and densities:

1. The dimensional requirements for various PUD items may differ from what is required in the OLUC if the Planning Commission determines that such deviations will promote the public health, safety and welfare.

It is very important to note that the City Council must ultimately make the determination that the PUD variations promote the public health, safety and welfare since the Planning Commission is a recommending body to the City Council per the OLUC procedures for the review of a PUD.

OLUC Section 7-8-3(G) states:

"Approval of a PUD by the City is purely discretionary. If the City and applicant do not agree on all required conditions and the plan, the City may deny approval, or the City may unilaterally impose conditions. If the applicant does not accept all conditions, that development must adhere to standard subdivision and zoning requirements."

OLUC Section 7-8-D establishes the following applicable dimensional requirements and densities:

- 1. The dimensional requirements for various PUD items may differ from what is required in the OLUC if the Planning Commission determines that such deviations will promote the public health, safety and welfare.
- 2. A minimum of 20% of the gross area of the PUD must be preserved as parks or open space.

Process to Create a PUD

OLUC Section 7-8-E, Procedures, states that PUDs shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection 7-7-C, and that the PUD will comply with the applicable requirements for preliminary and final subdivision. The procedures for reviewing a PUD include the following Subdivision steps:

- 1. Sketch PUD with Planning Commission review and recommendation to the City Council pursuant to the Subdivision Sketch Plan in OLUC Section 7-7-C(2).
- 2. Preliminary PUD with Planning Commission review and recommendation to the City Council pursuant to the Subdivision Preliminary Plat in OLUC Section 7-7-C(3).
- 3. Final PUD with Planning Commission review and recommendation to the City Council pursuant to the Subdivision Preliminary Plat in OLUC Section 7-7-C(4).

The Applicant has also submitted the following development applications that will be processed concurrently with any Final PUD:

- 1. Subdivision applications to eliminate interior lot lines within the Property pursuant to OLUC Section 7-7;
- 2. Third Avenue Right-of-Way vacation request to remove current office encroachment;
- 3. Conditional use permit to allow for ATV and UTV rentals.
- 4. Site Development Permit application, pursuant to OLUC Section 7-4; and
- 5. Vested Rights pursuant to OLUC Section 7-9.

Phased Development Plan

The Applicant desires to expand and improve the Twin Peaks Lodge that includes the following phases:

Hot Springs Phase. The Applicant has indicated that the first phase is planned to consist of the development of the new South Site pool amenity area and the expansion and remodeling of the current lodge office to include a new lobby and front desk space, new restaurant, new spa, and new locker room while retaining the existing caretaker residence. Phase 2 also includes the addition of a solarium dining area and interior remodeling to the Breakfast Room/Bar. The pool amenity area includes the development of soaking pools, cold plunge, vapor cave, waterfall, gazebos and landscaping improvements.

Twin Peaks Phase. Consists of the redevelopment of the existing Building A; the demolition of Building B and the sanitarium and the development of a new Building B on the South Site that contains 64 unit lodge building with meeting rooms, fitness rooms, amenity space, garage parking, laundry and maintenance facilities; and the creation of a new sanitarium building.

O'Weiler Park Phase. This phase consists of the development of a new 64 unit hotel building on the North Site.

Building C is proposed to remain as a part of the PUD plan, with the ability to redevelop Building C at some point in the future. Any redevelopment of Building C would have to be within the Property and comply with the R-2 Zone District dimensional limitations with the exception that the building can be built right on the property line provided there is no encroachment onto the Box Canyon Lodge property via roof driplines, foundations, drainage or snow or ice shedding.

Encroachments

The Applicant submitted a revised survey for the Property that shows the following encroachments onto both public rights-of-way and private property:

1. **Building A Encroachment.** The current Twin Peaks office, lobby and caretaker unit encroach into the Third Avenue Right-of-Way by 1.6 feet. The Applicant is requesting that the City consider vacating approximately 2' of the Third Avenue Right-of-Way and that this land be included into Block 2 to address the encroachment. The City Council will have to determine if this request is acceptable, with the formal vacation and replat occurring with any Final PUD application. Section 8.1 of the Home Rule Charter allows for the City to vacate, sell or lease a right-of-way. The City Attorney has indicated concerns with selling a portion of a right-of-way that she will discuss at the meeting.

- 2. **Front Office Fence on 2nd Street.** The survey shows a fence encroaching out onto the 2nd Street Right-of-Way to the east of the current lobby building. The Applicant plans to remove this encroaching fence and place in within the Property concurrently with the redevelopment of Building A.
- 3. **Water Feature/Retaining Wall.** The survey shows a water feature/retaining wall that encroaches onto the 2nd Avenue Right-of-Way. Staff is recommending that this retaining wall be removed from the right-of-way. Staff is also not supportive of retaining the existing and proposed water features given the water resource realities of the city.
- 4. **Storage Area, Fence and Structure.** Building B has a small structural encroachment onto the 2nd Street Right-of-Way along with an associated storage area and fence that has been used for Twin Peaks housekeeping and maintenance. These encroachments will be removed with the redevelopment of Building B.
- 5. **Trash Compactor.** Twin Peaks installed a new trach compactor in the fall of 2017 that encroaches onto the 2nd Street Right-of-Way. Staff would recommend that the PUD require the Applicant to relocate the compactor to within the Property concurrent with the redevelopment of Building B. It is likely that this relocation will result in the relocation of a few parking spaces if it is moved directly to the west. The Applicant would like to leave the trash compactor in the right-of-way and have such permitted through an encroachment permit.
- 6. **Building D** (**Building C in PUD Plans**) **Encroachment**. It appears that the survey shows the encroachment of Building C onto the Box Canyon Lodge property. Staff would recommend that the Applicant be required to enter into an easement agreement with the current owner of the Box Canyon Inn prior to the City Council approving any Final PUD and associated Final Plat applications. This easement should allow for the encroachment of the building onto Box Canyon property until Building C is redeveloped, when it will have to be relocated to be within the Property.

CRITERIA FOR DECISION

OLUC Section 7-8-B establishes the following primary PUD Criteria for Decision:

- 1. A PUD shall be in general conformity with the City Community Plan
- 2. A PUD shall be consistent with the PUD Objective
- 3. Compliance with the Colorado Planned Unit Development Act of 1972.
- 4. A PUD shall have a minimum of 1 unit or lot.

ANALYSIS

General Conformity with the Ouray Community Plan

The following sections evaluate compliance with the applicable sections of the 2004 Ouray Community Plan ("**Plan**").

Environment

Goal: Identify, conserve and protect the environmental qualities that make Ouray a special place.

Objectives:

1. Minimize adverse environmental impacts, which can result from growth and development.

- 2. Actively plan for conservation and protection of unique natural resources.
- 3. Encourage land uses that are consistent with conservation of environmental quality and efficient use of natural resources.
- 4. Encourage practices that lead to the protection of the health of Ouray's citizens.
- 5. Prevent development of private and public property located in the recharge area of the Weehawken Spring aquifer.

The Property has been developed and disturbed over time so only the uphill slope leading towards Highway 550 remains in a somewhat natural state. The Applicant is proposing to save three of the large spruce trees on the North Site. The Applicant is planting a significant number of trees for the development that will add to the natural environment of the development. Water quality will be protected by the use of best management practices, including the use of pavers that are pervious to limit direct runoff; stormwater detention systems; and compliance with Colorado Department of Public Health and Environment standards for pool runoff. The natural hot spring at the Sanitarium will be revitalized as a new amenity and health resource for hotel guests. The City will ensure that the geothermal resources utilized by Twin Peaks are within the rights granted by applicable legal agreements. The development will utilize geothermal resources for parking area and driveway snowmelt, building heating and pool heating within the water rights allocated to the Property. The Property will also maintain over 27% of the Property as natural and landscaped open space.

<u>Housing</u>

Goal: Encourage the supply of safe year-round low and moderate income housing in Ouray.

Objective:

1. Provide housing opportunities for a stable and diverse population.

The PUD plans as presented include the retention of a caretaker unit in Building A. No new housing is proposed with the development.

Historic Resources

Goal: Preserve Ouray's historic resources.

Objectives:

- 1. Protect the economic and cultural value of Ouray's historic resources.
- 2. Protect Ouray's designation as a National Historic District.
- 3. Keep community history and cultural heritage alive.
- 4. Encourage the continued use and preservation of historic buildings.

The Property is located outside the Ouray Historic District. The 1908 Sanborn Maps and the Historic District map do not show any historic resources on the Property. There is a contributing structure on the northwest corner of Third Avenue and Second Street as shown in Figure 2.

NAT'L & LOCAL HISTORIC DISTRICT

NAT'L & LOCAL HISTORIC DISTRICT

U.S. HWY 550

Figure 2. National Landmark District/Historical Resources Map

Economy

Goal: Develop and maintain a strong and diversified economy that is consistent with the Ouray Community Plan.

Applicable Objectives:

- 1. Develop a more diversified year-round economy.
- 2. Maintain and improve the health of the tourism and recreation industry.
- 3. Promote more year-round visitation while protecting the quality of the visitor experience.

The proposed development is intended to improve the health of the tourism economy by expanding lodging opportunities, replacing aging hotel rooms with new rooms, and creating a premier tourist destination through improved amenities, services and experience. One of the last, major hotel rehabilitation/development project was completed in 2005 with the reopening of the Beaumont Hotel. Ouray has an older declining hotel inventory that was built in the 1960s through 1980s, with most the buildings at Twin Peaks constructed from 1969 to 1989 according to County records. Box Canyon Inn was constructed around 1956 according to County records. The Ouray Victorian Inn was constructed around 1987 according to County records. All of these aging hotels are located in the heart of a key hotel district for the City. The Applicant is seeking a PUD to allow for the desired economic development as envisioned by the Plan and the improvement of a key hotel district in the city, with the zoning variations listed in Table 3 as incentives for providing the redevelopment and enhancement of the Property.

One of the main reasons the Applicant needs the floor area variations is to create new hotel buildings with double loaded hotel corridors instead of the single loaded corridor with open walkway. Modern hotels have moved away from single loaded corridors for guest safety, security, nicer conditioned access to the rooms, and for better building and hotel efficiency. Double loaded

corridors accordingly double the floor area of the single loaded version and result in more floor area than limited by the R-2 zoning.

Land Use

Goal: Plan for growth and redevelopment that maintains the high quality, small town character of Ouray, preserves and enhances the scenic beauty, natural resources, environmental quality and cultural assets that make Ouray a desirable place to live.

Applicable Objectives:

- 1. Reduce negative fiscal impacts on the City and its residents by new development.
- 2. Reduce environmental impacts and hazards created by new development.

The Applicant has indicated that the new hotel units and redevelopment of Twin Peaks will result in positive fiscal impacts for the Town. Impacts to the water and sewer system will be offset by appropriate plant investment fees that should be tied to the anticipated water usage and sewage outflow. The Applicant indicated that increased property taxes combined with increases in sales tax and lodging taxes will have a very positive influence on the fiscal situation of the City.

Consistency with the PUD Objective

The key elements of the PUD Objective include:

- 1. Encourage innovative developments with unique and valued community attributes.
- 2. Allow for consideration of development proposals that differ from required development improvements identified in the OLUC.
- 3. Offer different options to the applicant when planning and obtaining City approval for their development.
- 4. Allow flexibility with respect to dimensional requirements and increased densities under certain conditions or circumstances.
- 5. PUD's encourage conservation of a site's natural characteristics, innovative residential, commercial and industrial development plans which will result in a more efficient use of open space and provide affordable housing for year around residents."

The Applicant is seeking to create an innovative, premier hotel destination with unmatched amenities, services, rooms and facilities. The PUD process provides an opportunity for the Applicant to seek flexibility with the dimensional standards in order to achieve the primary goal of economic and tourism development, both of which appear to be primary goals of the community under the Plan. The plans will result in approximately 28% open space for the South Site with over 20% open space as required by OLUC Section 7-8-D(3). Staff would note that this open space does not include the pool, hot tubs and other impervious areas in the pool amenity space. The pool amenity area acts as open space even though it technically does not meet the LUC definition due to the impervious nature of the pools and associated hardscape. The Applicant has designed parking in garages which increased the building floor area and building height in an effort to reduce the visual impacts of parking while also meeting the minimum parking requirements of the OLUC. This in turn allows for more of the landscaped open space than would otherwise be allowed with the larger building floor areas. The increased floor area of the building is mitigated through landscaped buffers, the hillside rising behind Building B and through architecture that has extensive eaves, decks and stonework to ground the building in a Europeanthemed design.

The Applicant provided conceptual plans that illustrate the development of the Property under the R-2 Zone District Standards without a PUD. On the North Site, the PUD variances for building height, side setback and building size allow for approximately 44% of the required parking to be included into an underground parking garage. This in turn allows for the provision of 40% of the Property in open space including landscape buffer to 1st Street and development to the west. If each of the six lots on the North Site were developed under the R-2 Zone District, the amount of buffering and landscaping would be significantly reduced. A comparison of the North Site plans pursuant to the R-2 Zone District or by a new PUD shows that the PUD will provide for clustering of the massing on one portion of the site, with the parking areas, landscaping and open space providing a better coordinated and designed plan in the opinion of staff. Staff would note that the amount of building floor area is being reduced by the PUD from approximately 63,360 allowed without a PUD to 60,610 sq. ft. While one building will result in more massing, it will result in reduced visual impacts by including a substantial amount of parking in a parking garage, the provision of a larger open space area that provides for more buffering to the south and north, decreased site coverage and related benefits.

The South Site analysis presented in Exhibit D shows that the PUD will result in substantially less site coverage and more open space than if the Property were developed under the R-2 Zone District. The PUD also allows for approximately 40% of the required parking to be hidden in a garage which results in approximately 40% open space, including the amenity area, sidewalks, landscaped areas and the hillside leading up to Highway 550.

Compliance with the Colorado PUD Act

The key requirements of the Colorado PUD Act have been incorporated into the PUD section of the OLUC. A PUD agreement will be finalized prior to any City Council Final PUD hearings to outline key planning elements such as density, height, setbacks, parking, phasing, vested rights, the rights of the City, the rights of the Applicants and PUD amendments.

Minimum Density

The minimum density of one unit has been met.

Promotion of the Public Health, Safety and Welfare

Infrastructure Concerns

Water Capacity. The City's consulting engineer indicated the following as a concluding comment on the water analysis presented in Exhibit D:

"In summary, the Twin Peaks Hotel Expansion Project will increase demands on the City's existing physically available water supply. Based on the water supply and demand data available from the City to date, and through the continued implementation of water conservations measures, it appears the City will be able to incorporate additional demands from the Twin Peaks Hotel Expansion Project and future development within the City's service area."

The City's consulting engineer indicated that the City has adequate capacity for the proposed PUD with the City continuing to implement water conservation measures. It is important to note that the Applicant could seek to development the North Site without a PUD that contains roughly 54 hotel units. The City would review this as a staff level Site Development Permit and would

issue an approval without any conditions or limitations on water since the City's consulting engineer has indicated the City has adequate water supply. The City has and will continue to implement water conservation measures to reduce water consumption since the current consumption rate for the City is quite high and growth will continue through infill development. The City will is initiating the installation of water meters in 2019 which reduce water consumption over time if the City adopts water rates on use rather than an EQR system. It is also important to note that the Ouray Ice Park is being directed towards using non-potable water for ice farming, which will significantly increase the water supply during the winter ice making months when Weehawken Spring is running low. The peak time for hotel use is June through September when Weehawken Spring is typically overflowing at the water tanks with high flow volumes. Lower occupancy during the winter months means that the City can stretch its water use during the low flow months especially if the Ice Park has a non-potable water supply. The City also should expand it water resources to use more of its allocated water rights to serve the development envisioned by the Community Plan Update. The provision of water is a key service the City provides with the water infrastructure planned, designed and constructed to meet demand over time.

Sewer Capacity. The City's consulting engineer has indicated that there is very little remaining capacity at the sewage lagoons and it cannot accommodate the new hotel units. The Applicant understands that the PUD agreement will prohibit the issuance of building permits for new hotel units until the sewer plant is built or under construction. The current Sewer Limit Ordinance will not allow for building permits to be issued for new hotel units envisioned under the PUD, especially for Building D which is all new density. It may be possible for the Applicant to show that a new Building B will not add new effluent to the treatment plant due to water conserving measures and for graywater recycling. The final allowance for phasing prior to the construction of the new sewer treatment plant will be spelled out in any Final PUD agreement.

Traffic Patterns and Transportation Impacts. The PUD plans were revised to change the direction of traffic on the alley east of the North Site to be one way in a southbound direction in order to direct cars onto Third Avenue and out via Main Street. The Applicant has also indicated they are willing to install a stop sign at the Third Avenue and 2nd Street intersection to calm traffic. The City should also consider paving Fourth Avenue due to the current traffic from the hotel area which is an overall impact that is not caused by the proposed PUD. A stop sign can also be considered at the Fourth Avenue and 2nd Street intersection if needed to slow traffic down and reduce the amount of dust generated. The City can also apply more magnesium chloride to control dust on Fourth Avenue.

The cost for the improvement of the Oak Street Bridge, or the improvement of the current roads through paving, drainage improvements or dust control cannot be placed solely on the Applicant. The courts have found that development can only be required to proportionally pay for road or bridge improvements. Proportionality is typically based on existing or allowed density and the traffic generated from each lot, with each lot that uses a road paying proportionally for the cost of improvements. In this case, the roads in the areas are used by development of Oak Street and in the area, so determining proportionality will be a bit tricky.

Staff would recommend that the required improvements for the hotel district in this area be addressed as a part of the Community Plan Update. We may find that the lodging businesses in the area support infrastructure improvements and may agree to a Local Improvement District ("LID"). The LID would require each owner to pay for their proportional cost of the road improvements. The City could then also agree to pay for the remaining costs. Staff would recommend that the City Council and the Applicant consider if a LID requirement is appropriate

for inclusion into the PUD agreement. The PUD could include a requirement that the Applicant agree to participate in, and not object to, any LID for the hotel district to help defray City costs.

Staff believes that the upgrading of roads, drainage and bridges is a City responsibility and must be addressed at a citywide level. Staff does not feel the PUD should be denied based only on needed road or bridge improvements because we cannot legally require the Applicant to pay for 100% of these road improvements or road maintenance.

Geothermal Resource Impacts. The City's consulting water engineer addressed geothermal impacts in the study shown in Exhibit D. The City's consulting water engineer recommends the City Attorney review the following to ensure there are no geothermal impacts:

- 1. Verify if the current Owners of the Twin Peak Lodge are predecessors to Madura's lease of the 35 gallons per minute of the Manganese Mine Spring.
- Verify if the current Owners of the Twin Peaks Lodge own the share of the Radium Ditch 222 water or a separate decree that would allow for the continued use of the Crystal Court Spring.
- 3. Verify how the use of the Crystal Court Springs by Twin Peaks Lodge potentially affect the lease of the Manganese Mine Spring under the agreements associated with OX-2 and OX-6 Wells.

Fire Fighting Referral and Infrastructure

The Fire Department's reviewed the revised plan set and requires that an emergency turnaround be designed into the parking lot on the South Site to the north of Building B. This will result in the loss of approximately 2 parking spaces that will have to be replaced within the Property. The Fire Department also indicated that a graded path has to be provided along the north side of the rental jeep parking area to provide for fire access along the south side of Building B. In addition, above ground fuel tanks should be prohibited for fueling the jeeps. The project will be further evaluated for Fire Code compliance as a part of any Final PUD and as a part of any future building permits.

The Fire District indicated that it has adequate firefighting infrastructure with a 75 foot ladder truck the primary vehicle. The Fire Chief also indicated that there is mutual aid agreement with the Ridgway and Log Hill districts should a fire event be larger than anticipated. This is similar to the law enforcement agreements where all local agencies assist for major events.

PUD Positive Contribution to the Public Welfare

The PUD will promote the public health safety and welfare for several reasons:

- 1. The PUD provides for economic and tourism development as envisioned in the Community Plan.
- 2. The PUD provides for orderly growth and will provide a very positive economic impact to the City.
- 3. The PUD encourages and incentivizes the redevelopment and significant improvement of an aging hotel property.
- 4. The PUD plan is better than the development that would be seen under the R-2 Zone District, with substantially more open space, clustering of building massing, less site coverage, decreased visual impacts from surface parking due to garage parking, and increased landscape buffering.
- 5. The Applicant is providing additional community benefits that promote the public health, safety and welfare:

- a. Alley improvements to include valley pan and pavement;
- b. Sidewalk to be installed between the alley and 2nd street;
- c. Removal of two overhead power lines in Alley and undergrounding utilities;
- d. All over head utilities to be put under ground from ally to Second Street and from alley to First Street;
- e. Major tax base increase to the City and County;
- f. Create public conference/meeting space to attract broader tourist base and expand the tourism season:
- g. Gray water recovery/recycling system;
- h. Encroachment of street improvements and drainage on north west corner of the North Site to be deeded to the city; and
- i. Installation of all new dark sky compliant street lights on both sides of the street between 2nd street and 1st street.

RECOMMENDATION

The City Council may either continue the Preliminary PUD to address questions or issues; approve the Preliminary PUD; or deny the Preliminary PUD. If the City Council elects to deny the Preliminary PUD, staff recommends the Council express the reasons for denial and continue the hearing to the next meeting so we can provide necessary findings of denial based on the PUD criteria for decision.

If the City Council finds that the proposed Preliminary PUD meet the criteria for decision, staff recommends that the City Council approve the Preliminary PUD with the following motion:

"I move to approve the Preliminary PUD for the Twin Peaks PUD with the findings and conditions set forth in the staff memo of record." [and the following additional conditions (if any)]

Findings

- 1) The proposed PUD is in general conformity with the City Community Plan because, without limitation, (A) it helps develop and maintain a strong and diversified economy that is consistent with the Ouray Community Plan; (B) it helps develop a more diversified year-round economy with the addition of conferencing facilities; (C) it improves the health of the tourism industry by expanding lodging opportunities, replacing aging hotel rooms with new rooms, and creating a premier tourist destination through improved amenities, services and experience; and (D) the redevelopment plans for growth and redevelopment that maintains the high quality, small town character of Ouray without impacting the overall scenic beauty, environmental health or impacting cultural assets.
- 2) The proposed PUD is consistent with the PUD Objective because it encourages innovative development with a significantly improved hot springs amenity area, the redevelopment of the lobby building, and the provision of desired hotel units through the redevelopment of an aged hotel project.
- 3) The PUD complies with the Colorado Planned Unit Development Act of 1972 because, without limitation, (A) it provides for integrated planning for several lots in the city with innovative development that benefits the entire community through clustered development, parking in garages, more open space, and economic benefit to the entire community; and (B) the PUD agreement will address the key legal requirements of the Colorado PUD Act.
- 4) The proposed PUD has a minimum of 1 unit or lot.

Conditions

- 1) Prior to the Final PUD meeting before the Planning Commission, the Applicant shall submit (A) revised plans to address the Fire Department referral comments; (B) remove the encroachments from the surrounding rights-of-way that are not approved by the City Council; and (C) show the proposed replat of the Property to remove the Building A encroachment from the Third Avenue Right-of-Way.
- 2) Prior to the Final PUD meeting before the Planning Commission, the Applicant shall submit (A) final floorplans and elevations for the proposed buildings; (B) draft plats for the North Site and South Site; (C) revised drainage calculations and engineered utility and grading and drainage plans; (D) revised title commitments for the North Site and South Site; (D) revise the plans to show the building site coverage and total site coverage for both sites; (E) require the removal of the water feature on the South Site; and (E) other plans and information as required by City staff to ensure a detailed review of the Final PUD pursuant to the requirements of the Ouray Land Use Code.
- 3) Prior to the Final PUD meeting before the Planning Commission, the PUD agreement shall be revised to require the Applicant to pay for the proportional cost of, and not object to the formation of a Local Improvement District for the hotel district in the area.
- 4) Prior to the Final PUD meeting before the Planning Commission, the City Attorney will review the following to ensure there are no geothermal impacts:
 - a) Verify if the current Owners of the Twin Peak Lodge are predecessors to Madura's lease of the 35 gallons per minute of the Manganese Mine Spring.
 - b) Verify if the current Owners of the Twin Peaks Lodge own the share of the Radium Ditch 222 water or a separate decree that would allow for the continued use of the Crystal Court Spring.
 - c) Verify how the use of the Crystal Court Springs by Twin Peaks Lodge potentially affect the lease of the Manganese Mine Spring under the agreements associated with OX-2 and OX-6 Wells.
- 5) Any Final PUD shall also have concurrent applications to (1) replat the North Site and South Site to vacate interior lot lines and tie the Property to the PUD; (2) site specific development plan, vested property rights for longer development time period, phasing, etc.; (3) conditional use permit for jeep, ATV, UTV and other tourist rentals; and (4) right-of-way vacation for the City Council approved encroachment(s).
- 6) The plans shall be revised to show facilities for a freestanding hotel at the North Site.
- 7) The sign and water feature should be located within the South Site.
- 8) The vested property rights and phased development sections of the PUD Agreement will be crafted to ensure the City has adequate water and sewer resources.
- 9) The architect shall confirm the accuracy of the visual renderings.

It is very important to note that approval of the Preliminary PUD does not guarantee approval of the Final PUD since details may impact how the applications meet the applicable OLUC criteria for decision.



PO Box 955 Ouray, CO 81427

970-325-4021 GIVYHDC@GMAIL.COM

DATE: October 22nd, 2018

TO: City of Ouray

C/O: Chris Hawkins, Land Use Director

RE: Twin Peaks Lodge – Preliminary PUD Narrative

Chris,

We are pleased to submit for Preliminary PUD review our proposal for the Twin Peaks Lodge and Hot Spring's expansion project. The proposed project will remodel and expand the Twin Peaks Lodge and Hot Springs, making it a modern, efficient and attractive facility. Included in the scope of work is an additional hotel building, multiple hot tubs, new pool, sauna, lobby, office with spa, meeting rooms, increased parking capacity and expansion of the restaurant. All new amenities proposed are intended to cater to the needs of the Lodge's clientele.

The proposed improvements to the Twin Peaks Lodge and Hot Springs were designed to uphold the ideals of the Ouray Community Plan. We feel it is important to make this project feel like it belongs in Ouray. Following are some of the benefits that we feel this project will bring to the City;

- Remodel some existing historic structures instead of demolishing and rebuilding new.
- A new destination lodging and hot springs in Ouray increases year-round visitation.
- Additional lodging rooms will help to support increased tourism for the newly renovated
 City owned and operated hot springs and the ice climbing park.
- The inclusion of smaller hot springs pools at the resort will help to bolster Ouray's reputation as a hot springs destination.
- The increase in lodging rooms will increase tax revenue to the City.

- Expand the menu of services offered to our guests to attract a segment of the tourist industry that currently is not being served in Ouray.
- Provide a venue for meetings and conventions that will bring added commerce to the City and possibly expand the shoulder seasons.
- o Improve air quality by paving over existing dirt alleys and parking; reducing dust during the summer months.
- Underground parking will make available more area for landscaping planting which will help reduce our carbon footprint, screen the buildings and increase the beauty and curb appeal of the surrounding neighborhood.
- This project will mitigate pedestrian and lighting issues for all users of 3rd Avenue.
- Underground utilities will reduce overhead clutter in this part of the City.
- Incorporating the latest technologies will reduce consumption of water, gas and electricity.

We anticipate this project will be completed in multiple phases over many years. With the uncertainty of sewer capacity and time frame to rectify it, the need for flexibility is very apparent. Phasing will reduce the negative impact created if all proposed rooms were constructed at once. The number of rooms added could be greater than the local economy can initially absorb. Financing is also a hurdle as lenders cannot guarantee funding for a project in the indeterminate future. Bankers need the guarantee provided by Vested Rights that protects their collateral. We need the flexibility to plan and construct improvements that will be expandable with well thought out designs that will complement future development. The timing for the execution of these expansions needs to be based on market conditions and not subject to regulatory delays or changing requirements. There is an order to the progression of construction. Certain things must happen before the next step can be initiated. With Vested Rights for the PUD and the ability to phase construction, we can plan and react to changing conditions so that the project progresses in the most timely and efficient manner.

This Project is divided into three distinct phases. The phases have been named instead of numbered because the order of construction it is not clear at this time. With the possibility of a moratorium on sewer connections, phasing will need to remain flexible. The three phases are; the O'Weiler Park, The Hot Springs and The Twin Peaks. Below is an explanation and description of the individual phases.

O'Weiler Park is the original name given this parcel of land in the eighteen nineties. This Block is where events were held in Ouray until Fellin Park was constructed in the nineteen twenties. We propose to construct a 64 unit addition on this location. The new hotel building will be 60,610 SF including 15,340 SF of enclosed parking garage. This "Building D" will be three stories plus an underground parking level. The first and second floors will contain 26 guest rooms each and the 3rd floor will have 12 suites. All units will be accessed by interior corridors and utilize stairs and an elevator.

The completed building will be 39'-6" above average grade and will have six dormers with a 4/12 roof pitch. We have lowered the roof pitch to the flattest usable angle in order to keep our total building height only 4'-6" over the allowable code height. There will be private balconies on each unit. The Lobby will be on the first (ground) floor on the South side of the building. Building D is designed to be a "stand alone Hotel" and will need to remain legally separate from the original Twin Peaks Lodge. We envision that the O'Weiler Phase may need to be constructed in "sub-phases" to align unit supply with market demand. These sub-phases, if needed, would be interior construction work only, the exterior of the building and landscaping etc. would be finished in the first sub-phase.

We have provided the City required engineering reports on the water and sewer usage (see Goff report). EQR numbers have been established so this project's impact on City infrastructure can be calculated. Power provided by San Miguel Power Association has been deemed adequate for the power demands of this site. Black Hills Energy has reviewed our natural gas needs and assured there is adequate existing capacity already in the street for this project. Natural hot spring water will be provided from across the street through a utility easement under the cross walk that connects the existing Twin Peaks with the new location. Drainage is as per plan and will utilize multiple "sumps" buried under the parking and yard areas to contain site generated runoff. The Hotel's recycled water will be used to water the abundant trees and bushes, thus reducing City water and sewer usage.

All 64 required off-street parking spaces have been provided within the parcel boundaries (see plat). In addition, on-street parking spaces for up to 5 trailers or 10 passenger vehicles are available on 1st Street, with another 6 car and 5 motorcycle spaces on 4th Avenue. There are another 5 on-street parking spaces along 3rd Avenue in front of the building.

Hot Springs Phase (Existing Lobby and Pools)

The Hot Springs Phase will include the demolition and replacement of the existing Lobby. It will also include the addition of the Spa, remodel of the existing House and Restaurant, and the reconstruction of the central outdoor Pool area. The renovated building will be approximately 17,516 SF including mechanical space in the basement. The building height is intended to match the existing residence or slightly lower. The terraced Soaking Pools would be fed by the site's existing geothermal resources and could be supplemented by additional mechanical heating. There would be a new check-in area with expanded Porte Cochere access off of 3rd Avenue. A new glassed Atrium for the Restaurant would be added to the south side of the existing House. The pool area will be completely enclosed by a decorative metal fence with self-closing latching gates operated by resort key card. 30 on-site parking spaces will be provided on the west side of the pool and four spaces west of the Porte Cochere.

An Encroachment Easement is requested for the new Fountain with Sign. The City could require use of the ROW in the future at which point the sign could be relocated. A traffic calming device in the form of

"at grade crosswalks" with special paving is proposed on 3rd Avenue to connect the two parcels. We request to retain our historical accessory use as a Jeep and ATV rental location on this property within the existing R-2 zoning.

The new boiler and mechanical room will be a construction priority. The need for a new gas service, a new 6" waterline for fire service, renovated hot water inflow line and potential new sewer service will all need to be stubbed outside of the building before construction work commences. These services will all be extended to their respective tap locations in the surrounding streets. In addition, electrical work with new transformers will follow. During pool construction the onsite stormwater pipes and catch basins will be installed followed by architectural and landscape finishes.

City water will be used for filling the main pool only. Once full, the water in the main pool will be heated via heat exchangers that never mix the two water sources. The main pool will be drained once a year. The hot soaking pools will be completely heated with site available geothermal water. Geothermal water will not be mixed with any potable sourced water. We will be using geothermal "heat", but not the water, to heat the main pools. Once the heat has been pulled, the water will be returned to the river in the location currently being used for discharge.

The construction of the Hot Springs Phase has impacts on the available parking spaces required by City Code on the existing "B Building" (part of the Twin Peaks Phase). The pool area construction will limit existing parking access and cause a temporary loss of parking spaces. Since the new north lodge building will not be fully completed before the Twin Peaks Phase is finished, we propose utilization of parking spaces on the O'Weiler Phase to accommodate any parking space shortfalls. With a cooperative effort we commit that, At all times during and after construction we will provide off street parking for our guests.

Twin Peaks Phase (Building Up Against the Hillside)

The Twin Peaks Phase would include a new 3 story, 64-unit hotel structure plus underground parking area and would replace the southern building currently planned for removal. The new hotel building will be 72,128 SF including 17,138 SF of enclosed parking garage. The first floor would be embedded in the slope on the south side to reduce the overall height. This building will be very similar to the building in the O'Weiler Phase.

This building will contain space for needed mechanical, housekeeping, laundry, and banquet services. The Tower structure will connect to the existing west building and contain an elevator that will provide service to both buildings. The maximum building height will be 38' 8" above average grade for the Lodge portion of the building and 47' 11" for the tower portion.

Parking would be under the building and south (behind) the new building. Access to parking behind the building would be from 2nd Street and would include 12 guest parking spaces and room for Jeep and ATV storage. The underground garage will include 38 parking spaces. These spaces combined with the 34 spaces from the Hot Springs Phase will meet the off-street parking requirements. There will be many additional on-street parking spaces even though they are not required.

Sewer and waterlines will follow the same construction sequences as discussed in the Hot Springs Phase. Hot water, gas, and electric will be extended from near the boiler room and connected to the south building's mechanical room. New storm drains will connect to existing infrastructure stubbed out from the pool construction. Sewer and water service will be provided by the City through existing mains. See the utility plan and attached memo from Goff Engineering dated 9/18/2018 and letter dated 9/28/18 for proposed location and water usage.

Electricity is supplied by San Miguel Power Association and utilizes 3 phase and a few existing nearby 120/240 1-phase transformers. The main electrical utility service also runs along 3rd Avenue for potential future power feeds. SMPA has adequate capacity to meet the projected needs of all phases.

Natural gas service will be provided by Black Hills Energy through a new tap from the service line along Third Avenue. See utility plan for proposed location.

Preliminary grading plans have been provided in the package, along with the soil survey. It is estimated, based on the current plans, there will be approximately 7000 CY of export material due to the excavation of the two underground parking garages.

PUD Negotiations

- As part of our PUD negotiations with the City, we would like to submit the following variations for consideration;
 - A building height for the Tower in the Twin Peaks Phase of 47'11" will be needed. The Hotel portion would need a height of 38' 8". The new Building B and Tower back up to a steep embankment and should not create adverse effects on any adjacent residents. The building in the Hot Springs Phase will need a height of 40' 1". Across the Street in the O'Weiler Phase a height of 39'6" will be required.
 - O' lot line setbacks will be required to bring existing structures into compliance. Proposed covered solarium seating is shown at the lot line to align with the existing Breakfast Room. New Lobby & Spa are shown at the lot line to align with the existing house.
 - A utility easement across Third Avenue will be needed to connect the two properties. The at-grade crosswalk and traffic calming feature will be constructed within this easement.
 - The City shall paint the crosswalks at the corners of Third Avenue and First Street and Third Avenue and Second Street.
 - An encroachment permit will be needed for the entrance sign and water feature.
 - Building D roof overhang encroachment.

- City will allow a temporary gravel parking lot on the O'Weiler Lot to accommodate the projected shortfall of available parking spaces on the Hot Springs Phase.
- O City will allow Sub-Phasing in the O'Weiler Phase.
- o In return for these variations for the PUD, Twin Peaks Lodge shall provide the following improvements;
 - All new buildings shall be designed and constructed to a high efficiency standard, thus providing a large water, sewer and energy savings.
 - Existing encroachment of City public improvements (road and drainage structures) on Twin Peak's property at First Street and Fourth Avenue shall be allowed to remain in their existing location. Land will be granted to the City in exchange for an equal square footage granted to Twin Peaks to be used at the existing lobby building (which will offset existing encroachment). The land will be granted to the City at commencement of work on the Hot Springs Phase regardless of whether the O'Weiler Phase is ever constructed.
 - All overhead utilities within the project limits of each completed Phase shall be moved underground. If the O'Weiler Phase is constructed, this will include the overhead utilities on the eastern half of the block north of 3rd Avenue between First and Second Streets which is outside of the project limits.
 - Twin Peaks Lodge shall construct all sidewalks adjacent to each completed project Phase. If the O'Weiler Phase is constructed, the full sidewalk from the Third Avenue alley to Second Street, which is outside the project limits, will be installed allowing all users of this corridor to have walking connections to downtown.
 - Twin Peaks Lodge shall replace all existing streetlights off property adjacent to the project with energy efficient streetlights. The new streetlights shall be placed on the private meter for Twin Peaks Lodge, eliminating the operating and maintenance cost of these fixtures for the City.
 - Twin Peaks Lodge is providing the majority of its required parking in underground structures. This enables a significant increase in the amount of open space and landscaping provided by the project resulting in significant improvements in the visual character of the district.
 - Twin Peaks Lodge shall pave the alley between First and Second Street from Third Avenue to Fourth Avenue as part of the O'Weiler Phase.
 - Twin Peaks Lodge shall pave all on-street parking spaces adjacent to 3rd Avenue on each Phase as per Plans.

• Twin Peaks Lodge shall have the capacity to host large conventions, increasing the economic revenue for the City of Ouray and local businesses.

Vested Property Rights

- The full site development for the Resort at the Twin Peaks Lodge & Hot Springs will be developed over time as demand increases for its facilities. As such, we are asking for the following property rights to be vested so that full improvements as outlined in this submittal may be completed as approved through this submittal process.
 - Allowable lodging rooms 148
 - 115,000 SF developed lodging buildings to include lodging rooms, service areas, laundry facilities and covered parking
 - 11,250 SF to include uses as hotel lobby, spa, locker rooms, vehicle rentals, restaurant and caretaker residence
 - 2,000 SF Solarium to provide seating for 90.
 - 620 SF Breakfast Bar and seating
 - 3,250 SF of swimming pools and soaking tubs
 - 200 SF of Vapor Caves
 - 148 on-site parking spaces
 - Building heights up to 55'-0", with an average building height of 47'-0"
 - O' minimum lot setbacks
 - Installation of a mid-block crosswalk between 1st Street and 2nd Street crossing 3rd
 Avenue
 - Installation of landscape islands within 3rd Avenue ROW at each driveway cut and ends of on-street parking
 - Installation of decorative signage entry feature within ROW at main driveway cut to 3rd Avenue
 - 1 driveway curb cut onto 1st Street
 - Driveway curb cuts onto 3rd Avenue

- 2 driveway curb cuts onto 2nd Street
- Alley access to parking between 1st Street and 2nd Street from 3rd Avenue to 4th Avenue
- Jeep rental activities allowed on the property
- Redevelopment of the Sanitarium Baths in the future
- Guarantee now (Reserved) the immediate availability of water and sewer taps for the Hot Springs Phase. This phase will only need a few taps but a guarantee on the issuance of them will bridge the time constraint caused by a possible 5-year moratorium.
- All Vested Rights need to be transferable to future owners/shareholders of Twin Peak's assets. The O'Weiler Phase needs to retain the ability to be sold/transferred separately from the Twin Peaks and Hot Springs Phase.
- With a possible delay caused by a lack of available infrastructure capacity (moratorium), we are requesting our Vested Rights run for a 25-year term.

Thank you for your consideration regarding th	nis Project.
Sincerely,	
Craig E. Hinkson	Ryan A. Hein
Hinkson Hein Holdings IIC	Hinkson Hein Holdings IIC

EXHIBIT B. PUBLIC COMMENTS

Community Development Coordinator

From: LJ FOGLEMAN < lynfogleman@msn.com>

Sent: Monday, April 15, 2019 4:31 PM **To:** Community Development Coordinator

Subject: FW: Public Hearing April 22, 2019 on Proposed Development

Sent from Mail for Windows 10

From: LJ FOGLEMAN

Sent: Subject:

Sent from Mail for Windows 10

Comment in regards to Proposed Development by Hinkson Hein Holdings, LLC:

We are Louis and Linda Fogleman residing at 88 4th Ave. which is within 300 feet of the proposed development. We believe that the City of Ouray is not in a position to be adding more hotel rooms at this time. Until the infrastructure within the City of Ouray can meet the challenges of new sewer hookups as well as addressing the issue of water usage, we are opposed to any new development. Another concern that needs to be addressed, when and if the development is approved, is the issue of parking for the additional trailers and haulers that another 94 rooms would bring.

Sincerely,

Louis and Linda Fogleman

From: Norbert Green

To: Community Development Coordinator
Subject: Hinkson Hein Holdings, LLC

Date: Saturday, April 13, 2019 10:44:01 AM

Ouray Planning Commission,

We wonder about all the requested variations, but our main concern is that all the additional people will overwhelm the city infrastructure. The sewage treatment plant is already having major problems and sewage backup has been a problem off and on for many years. It happened to us several years ago causing a major disruption to our lives and a lot of expense for the city.

Please take these concerns seriously.

Norbert and Donna Green 117 Fifth Avenue Court

Community Development Coordinator

From:Mark Orgren <mark.orgren@gmail.com>Sent:Sunday, December 02, 2018 3:35 PMTo:Community Development Coordinator

Subject: Twin Peaks PUD

Dear Planning Commissioners and Community Development Coordinator,

My wife and I own, and we used to live in, the house diagonally across the street from the Twin Peaks hotel. We found the hotel owners to be considerate neighbors who kept their property in a well-maintained and attractive condition. Their landscaping and overall appearance of the property is among the best in Ouray.

Having worked on the restoration and/or construction of five different Ouray structures over the past thirteen years, I've had the opportunity to listen to the opinions of hundreds of people who stop by to chat while I am working. A vast majority (but not all) of those people have expressed that they love Ouray for its spectacular setting AND for its harmonious historic appearance.

In the absence of code to protect the much treasured, and tourist-drawing harmonious appearance of our town, I salute entities like the City (City Hall restoration), the School (recent renovation), the County (planned Courthouse renovation), Citizens Bank and the Twin Peaks' owners Hinkson Hein Holdings for voluntarily working to preserve the harmonious beauty of the City. The Twin Peaks proposal has impressed me as being considerate of the City's aesthetics, and as being a potentially significant contributor to the City's economy. My single biggest concern is that if the City does not work with Hinkson Hein, they could eventually have to sell the property to some big out-of-town corporation. Some group with much less concern for the City could slap up a cheap hotel that would meet our current codes, but look very much like an out-of-place big-City structure that would be a net negative for Ouray.

In conclusion, I would like to ask you to work with my neighbors (i.e. the Twin Peak's owners), even granting them a small height exemption in the interest of aesthetics, perhaps in trade for concessions that will help the City. I would like to ask you to please use logic and to look at the big picture, and to consider the prevailing aesthetics of the Community when considering this PUD proposal.

Thanks for your consideration,

Mark and April Orgren 301 2nd Street owners.

Community Development Coordinator

From: LJ FOGLEMAN <lynfogleman@msn.com>
Sent: Sunday, December 09, 2018 8:05 PM
To: Community Development Coordinator

Subject: Public Hearing December 11, 2018 on Proposed Development

Sent from Mail for Windows 10

Comment in regards to Proposed Development by Hinkson Hein Holdings, LLC:

We are Louis and Linda Fogleman residing at 88 4th Ave. which is within 300 feet of the proposed development. We believe that the City of Ouray is not in a position to be adding more hotel rooms at this time. Until the infrastructure within the City of Ouray can meet the challenges of new sewer hookups as well as addressing the issue of water usage, we are opposed to any new development. Another concern that needs to be addressed, when and if the development is approved, is the issue of parking for the additional trailers and haulers that another 94 rooms would bring.

Sincerely,

Louis and Linda Fogleman

Community Development Coordinator

Subject: FW: Tuesday, 11 December 2018 Comments

From: Mark Castrodale [mailto:mcastrodale@ouraycountyco.gov]

Sent: Monday, December 10, 2018 4:35 PM

To: 'Chris Hawkins' < chris@alpineplanningllc.com> **Subject:** FW: Tuesday, 11 December 2018 Comments

Hi Chris,

I think this was meant for the city.

Mark Castrodale

Planning Director Ouray County Land Use 970.626.9775 x310

www.ouraycountyco.gov

From: Jane Haefner [mailto:twixfix@q.com]
Sent: Monday, December 10, 2018 3:31 PM
To: mcastrodale@ouraycountyco.gov

Cc: bsampson@ouraycountyco.gov

Subject: Tuesday, 11 December 2018 Comments

Dear Planning Commission and Members,

In reference to the Twin Peaks Preliminary PUD on tomorrows agenda, I am only familiar with the expansion and variances requests through articles from the Plaindealer. In reviewing your website it is obvious the land use, planning, and building department has many documents, application and forms, etc. related to the county. It appears that the applicants are requesting several PUD variances which seems excess to me and I oppose the applicants taking what I feel to be "advantage of the city." Even though I am not directly impacted by Twin Peaks, the building codes in place are there for a reason.

I support the comments from residents, neighbors, and local business that have expressed opposition to any of the variance requests. I also found Mr. Hinkson's remarks from the June 2018 Plaindealer article to be condescending/intimidating to the entire Planning Commission staff.

Please forward this email to the current members since I do not their contact information. Thank you for all of your hard work and dedication.

Jane Haefner

Ouray County Resident

DECEMBER 4, 2018

OURAY COMM. DEVEL. DEPT. P.O. BUX 468 OURAY, CO. 81427

RE: HINKSOM HEIN REDEVELOPMENT OF TWIN PEAKS MOTEL

GREETINGS;

CONCERNING THE REDEVERMENT OF THE EXISTING LODGE; I THINK THE PLANS THAT I HAVE SEEN ARE AN EXCELLENT IMPROVEMENT.

HOWEVER, THE PLANS FOR THE NEW BUILDING ON THE
DIEN FIELD APPEAR TO BE TOD MASSIVE AND "OUT. OFSCALE" WITH THEREST OF THE COMMUNITY. I THINK
THIS WILL BE A SERIOUS DETRIMENT TO THE
AMBIENCE OF OURAY'S APPEAL TO TOURISTS; WHO
COME FOR THE "QUAINT" SMAN TOWN VIBE.

I AM ALSO. VERY CONCERNED ABOUT THE IMPACTS
ON THE SEWER PLANT, AND THE COSTS TO THE
EXISTING TAXPARERS. I THINK ANY COSTS TO UPGRADE
THE SEWER PLANT SHOULD BE BORN (AT LEAST IN PART)
BY THE DEVELOPER

THIS MATTER.

Penning 416 2 MD ST. UURAT, Co.

Chris Hawkins

From: Pam Larson

Sent: Thursday, April 18, 2019 8:43 AM

To: Interim City Administrator; Chris Hawkins **Subject:** Fwd: Proposed Hinkson Hein Development

Wanted you both to know council received this email. Pam

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Amber Z Cunningham <amberzcunningham@yahoo.com>

Date: 4/17/19 2:04 PM (GMT-07:00)

To: Glenn Boyd <boydg@cityofouray.com>, Pam Larson <larsonp@cityofouray.com>, Bette Maurer

<maurerb@cityofouray.com>, Dee Hilton hiltond@cityofouray.com>, Dawn Glanc

<glancd@cityofouray.com>

Subject: Proposed Hinkson Hein Development

Greetings Ouray City Council,

I received a letter about the pending development by Hinkson Hein Holdings, LLC as my current property is within 300 feet of the development. I wanted to voice my support for property owners to develop and improve their properties per the current and existing building and zoning codes that were in place at the time that the property was acquired. Based upon the information available to me I do not see a justification for a variance of those codes. I feel that the approval of new zoning variances would have a negative impact to community due to increased traffic volumes and congestion to the neighborhood, and decreased visibility and views from all the surrounding homes and properties.

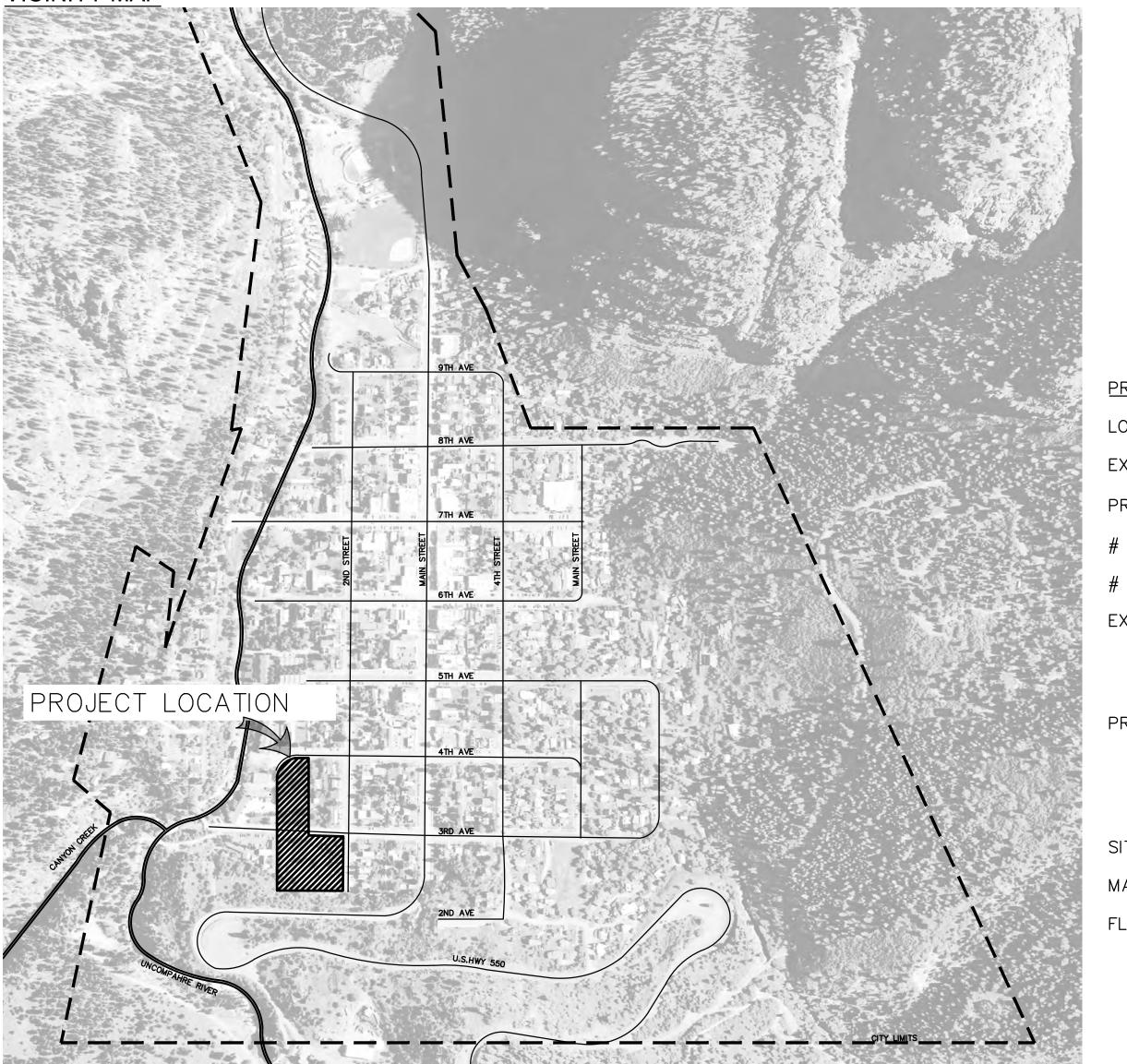
Also an approval of the variances will have further reaching impacts then what would already occur if redevelopment is made within the current zoning codes. For example similar businesses will have a more significant negative economic impact and surrounding property values will decrease more significantly if the variances are approved.

Over the last 30 years I have been a part of the Ouray community. I went to school in Ouray, visited frequently over the years, and I own a home in Ouray as I would like to eventually move back and raise my children in Ouray. Over the years I have seen a large increase in the number of tourists in Ouray. I feel that the town has already exceeded the maximum capacity as it is very hard to find a parking spot in the summer when you want to go to a restaurant, shop or go to a park. I feel the current zoning codes were created to protect the small town charm of Ouray and the approval of proposed variances would be in conflict of this intent. That said, I again support the Hinkson Hein redevelopment within the existing codes.

Thank you for considering my views as citizen and property owner that also resides within 300 feet of this proposed development.

TWIN PEAKS LODGE & HOT SPRINGS RESORT & SPA Ouray, Colorado

VICINITY MAP



OWNER
ALPENGLOW PROPERTIES OURAY
Twin Peaks Lodge

Twin Peaks Lodge PO Box 955 Ouray, CO 81427

PHONE: 970-318-8932 CONTACT: Ryan Allen & Craig Hinkson SHEET LIST

	COVER SHEET SURVEY SURVEY	SOUTH NORTH
PP PP2	PROPOSED PLAT PROPOSED PLAT SITE PLAN	NORTH SOUTH
L1	LAYOUT	SOUTH
L2	LAYOUT	NORTH
L3	PARKING	SOUTH
L4	PARKING	NORTH
L5	LANDSCAPE	SOUTH
L6	LANDSCAPE	NORTH
L7	PHASING	SOUTH
L8	PHASING	NORTH
L9	BLD. COVERAGE	SOUTH
L10	BLD. COVERAGE	NORTH
L11	ENCROACHMENT	SOUTH
L12	ENCROACHMENT	NORTH

C1 UTILITY PLAN NORTH
C2 UTILITY PLAN SOUTH
C3 DRAINAGE PLAN NORTH
C4 DRAINAGE PLAN SOUTH

L13 GRADING

L14 GRADING

A1 EXTERIOR ELEVATIONS
A2 PERSPECTIVE VIEW
A3 EXTERIOR ELEVATIONS
A4 EXTERIOR ELEVATIONS
A5 FLOOR PLAN

A6 FLOOR PLAN

BUILDING D/O'WEILER PHASE
BUILDING D/O'WEILER PHASE
BUILDING A/HOT SPRINGS PHASE
BUILDING B/TWIN PEAKS PHASE
BUILDING D/O'WEILER PHASE
BUILDING D/OWHEILER PHASE

EXHIBIT C. PLAN SET

EO LIGHTING SITE PLAN NORTH E1 LIGHTING SITE PLAN SOUTH

O' (EXISTING FRONT AT O')

0'-30' (EXISTING SIDES AT 0')

PROJECT SUMMARY TABLE	NORTH SITE	SOUTH SITE	TOTAL
_OT SIZE	42,640 SF	87,385 SF	130,025 SF
EXISTING DENSITY	O ROOMS	54 ROOMS	54 ROOMS
PROPOSED DENSITY (INCLUDING COMMERCIAL AREAS)	64 ROOMS	84 ROOMS	148 ROOMS
# OF REQUIRED PARKING SPACES	64 SPACES	84 SPACES	148 SPACES
# OF PROPOSED PARKING SPACES	64 SPACES	99 SPACES	163 SPACES
EXISTING BUILDING HEIGHTS BUILDING A (CARETAKER UNIT, LOBBY & RESTAURANT BUILDING B BUILDING C		53'-9" 26' 26'	
PROPOSED BUILDING HEIGHTS BUILDING A BUILDING B BUILDING C BUILDING D	42' (7796' ELEV.)	40.4' (7814.4' ELEV.) MAIN 40.1' (7815.5' ELEV) TOWER 26' (EX. ELEV)	49.4'(7824.75'ELEV)
SITE COVERAGE	38% COVERAGE	35% COVERAGE	35.9% COVERAGE
MAX. BUILDING SITE COVERAGE	60% COVERAGE	60% COVERAGE	60% COVERAGE
FLOOR AREA BUILDING A BUILDING B BUILDING C BUILDING D TURRET BREAKFAST ROOM SOLARIUM SANITARIUM BATHS	60,610 SF	15,357 SF 72,128 SF 9,150 SF 8,052 SF 627 SF 1,950 SF 315 SF	
SETBACKS — EXISTING FRONT SIDE	NA NA	O' O'	

25' MINIMUM

10' MINIMUM

SOUTH

NORTH

PROJECT TEAM

Landscape Architect
DHM Design Corporation
1309 E. 3rd Ave., Room 23

Durango, CO 81301 (970) 385-4219 Walker Christensen wchristensen@dhmdesign.com Mary Bates mbates@dhmdesign.com

cwillis@dhmdesign.com

Cammie Willis

Architect
Nixon Moore Associates
POB 305

Ouray, CO 81427 (970) 325-4292 John Nixon john.fn@usa.net Civil/Structural Engineering

Goff Engineering & Surveying
126 Rock Point Drive, Ste. A
Durango, CO 81301
(970) 247-1705
Bruce Honisch
bhonisch@goffengineering.com
Tom Engel
tengel@goffengneering.com

Geotech Engineering

Trautner Geotech LLC
649 Tech Center Drive, Unit A
Durango, CO 81301
(970) 259-5095
Dave Trautner
dtrautner@trautnergeotech.com

Mechanical, Electrical, & Aquatics Consultant Cloward H20

360 Engineering 1600 Jackson St. Golden, CO 80401 (303) 940-2050 Travis Menard tmenard@360eng.coml Cloward H20
2696 N. University Ave., Ste. 290,
Provo, UT 84604
(801) 375-1223
Allen Clawson
aclawson@clowardh2o.com
Mark Boren
mboren@clowardh2o.com

SETBACKS - PROPOSED

BACK & SIDES

FRONT

DHM DESIGN
1309 East 3rd Avenue

1309 East 3rd Avenue Room 23 Durango, CO 81301 970.385.4219 www.dhmdesign.com

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(S Lodge & Hot Spring, Ouray, Colorado 81427

PROJECT NUMBER: DATE
16102.00 03/25/2019
DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

Avenue

3rd

25

ea

Twin

JOB DESCRIPTION:
Site Development Perm

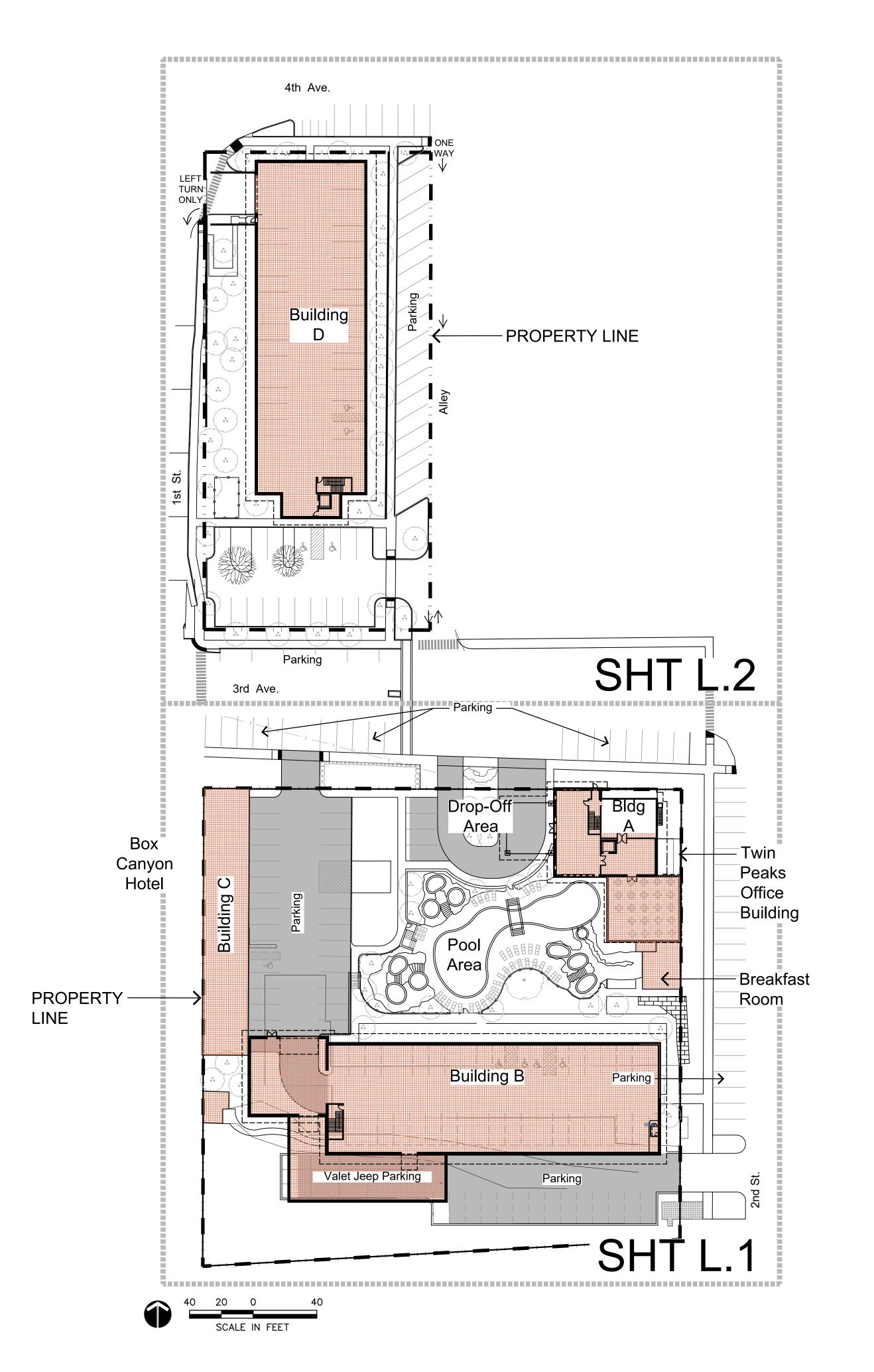
Site Development Permit

SHEET TITLE:

REVISIONS:

1"=400'-0" SHEET NUMBER:

SHEET_1_OF_30_





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Spring Hot colorado ∞ odge-Avenue, Pea Twin 125 3rd 3rd

PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

REVISIONS:

JOB DESCRIPTION:

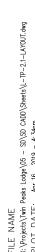
Site Development Permit

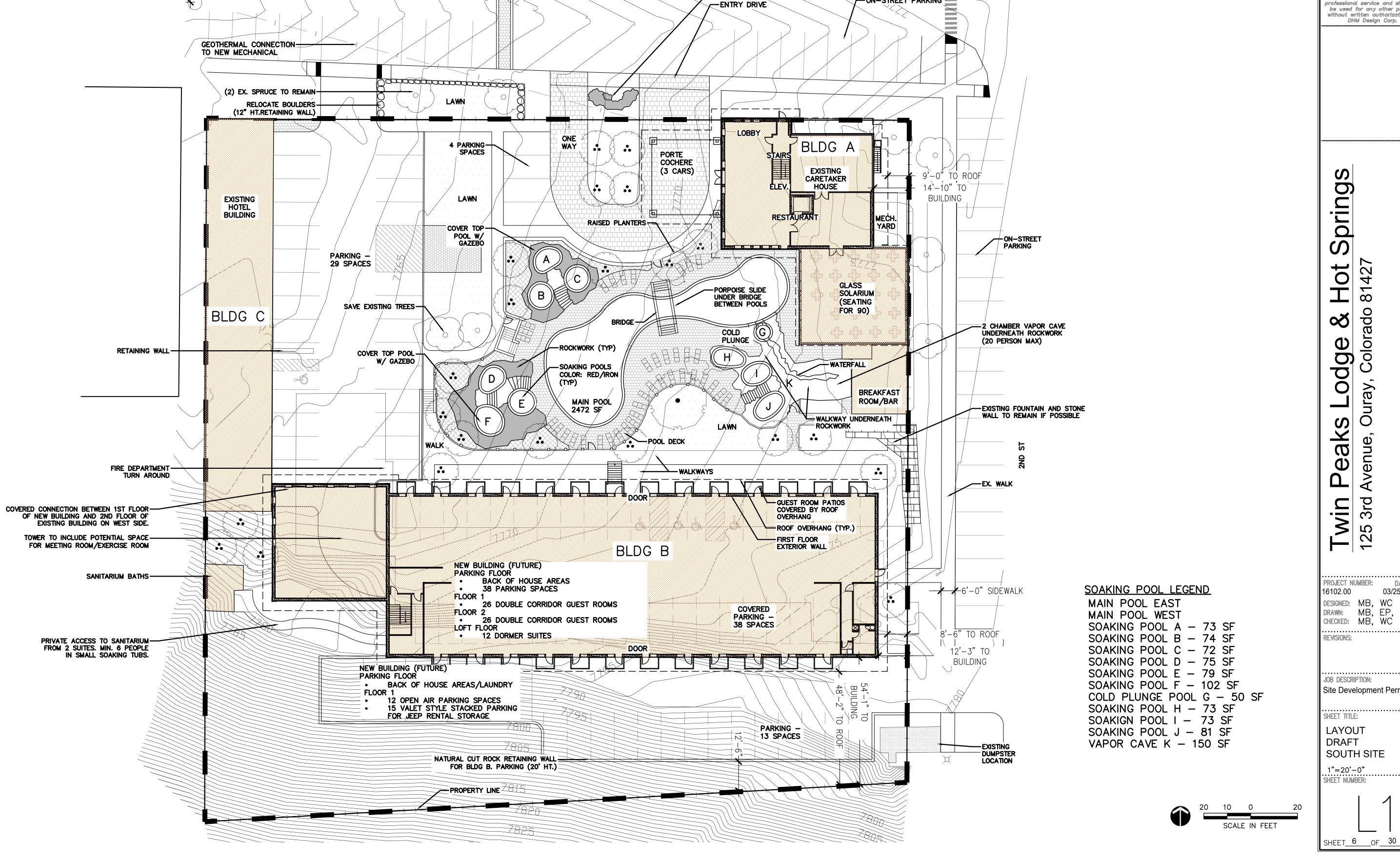
SHEET TITLE: SITE PLAN

1"=40'-0" SHEET NUMBER:









-COBBLESTONE MID-BLOCK

CROSS WALK TRAFFIC CALMING

3RD AVE

-ENTRY WATER FEATURE/SIGN

-ON-STREET PARKING

ON-STREET

PARKING

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olorado venue 3rd 2 2

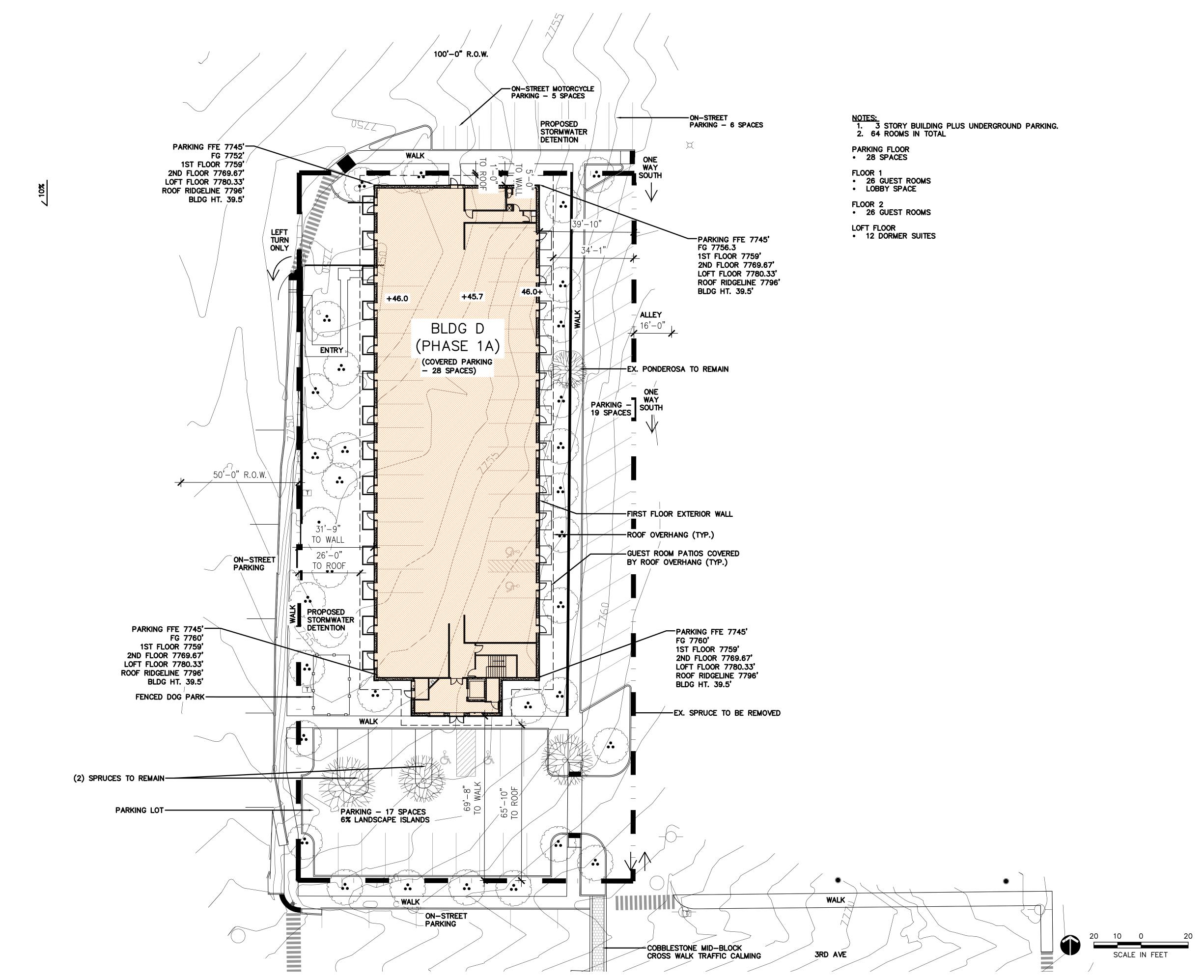
03/25/2019 DESIGNED: MB, WC DRAWN: MB, EP, CW CHECKED: MB, WC

JOB DESCRIPTION: Site Development Permit

LAYOUT SOUTH SITE

1"=20'-0" SHEET NUMBER:

SHEET 6 OF 30



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Sprin Hot ∞ olorado **ං**ජ oddo Avenue Twin 3rd

0

PROJECT NUMBER: 16102.00 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC **REVISIONS:**

7

JOB DESCRIPTION: Site Development Permit

SHEET TITLE: LAYOUT DRAFT NORTH SITE

1"=20'-0"
SHEET NUMBER:

THIRD AVENUE

SOUTH SITE TOTALS

VALET PARKING SPACES



ON STREET PARKING (USED DURING PHASE 2 CONSTRUCTION))



ON SITE PARKING REQUIRED



ON SITE PARKING PROVIDED



ON STREET PARKING



LANDSCAPE AREA REQUIRED



LANDSCAPE AREA PROVIDED



TOTAL ADA PARKING SPACES REQUIRED - IF SITE STOOD ALONE



TOTAL PARKING SPACES PROVIDED - IF SITE STOOD ALONE

TOTAL PARKING AREA = 32,315 SF

PROJECT TOTALS



VALET PARKING SPACES



ON STREET PARKING (USED DURING PHASE 2 CONSTRUCTION))



(148) ON SITE PARKING



ON STREET PARKING



LANDSCAPE ISLANDS



148 TOTAL PARKING SPACES REQUIRED



148 TOTAL PARKING SPACES PROVIDED
- NOT INCLUDING VALET



TOTAL ADA PARKING SPACES REQUIRED
- WHEN SITES CALCULATED COMBINED

TOTAL PARKING SPACES PROVIDED
- WHEN SITES CALCULATED COMBINED

TOTAL PARKING AREA = 58,950 SF





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Spring Hot colorado **ං**ර odge. Twin 3rd

PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC REVISIONS:

JOB DESCRIPTION: Site Development Permit

SHEET TITLE: PARKING PLAN SOUTH SITE

1"=20'-0"
SHEET NUMBER:

NORTH SITE TOTALS

VALET PARKING SPACES



ON STREET PARKING (USED DURING PHASE 2 CONSTRUCTION))



ON SITE PARKING REQUIRED



ON SITE PARKING PROVIDED



ON STREET PARKING



LANDSCAPE AREA REQUIRED



LANDSCAPE AREA PROVIDED



TOTAL ADA PARKING SPACES REQUIRED
- IF SITE STOOD ALONE



TOTAL PARKING SPACES PROVIDED
- IF SITE STOOD ALONE

TOTAL PARKING AREA = 26,655 SF

PROJECT TOTALS



VALET PARKING SPACES



ON STREET PARKING (USED DURING PHASE 2 CONSTRUCTION))



(148) ON SITE PARKING



ON STREET PARKING

LANDSCAPE ISLANDS



(148) TOTAL PARKING SPACES REQUIRED



148) TOTAL PARKING SPACES PROVIDED
- NOT INCLUDING VALET



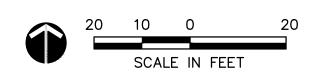
TOTAL ADA PARKING SPACES REQUIRED
- WHEN SITES CALCULATED COMBINED

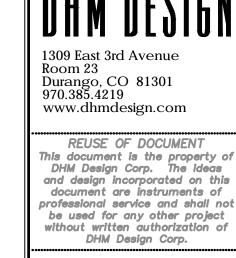
TOTAL PARKING SPACES PROVIDED
- WHEN SITES CALCULATED COMBINED

TOTAL PARKING AREA = 58,950 SF

NOTE:

-SEE SHEET L3 FOR PARKING CALCULATIONS







PROJECT NUMBER: 16102.00

REVISIONS:

JOB DESCRIPTION:

SHEET TITLE:

1"=20'-0"
SHEET NUMBER:

Site Development Permit

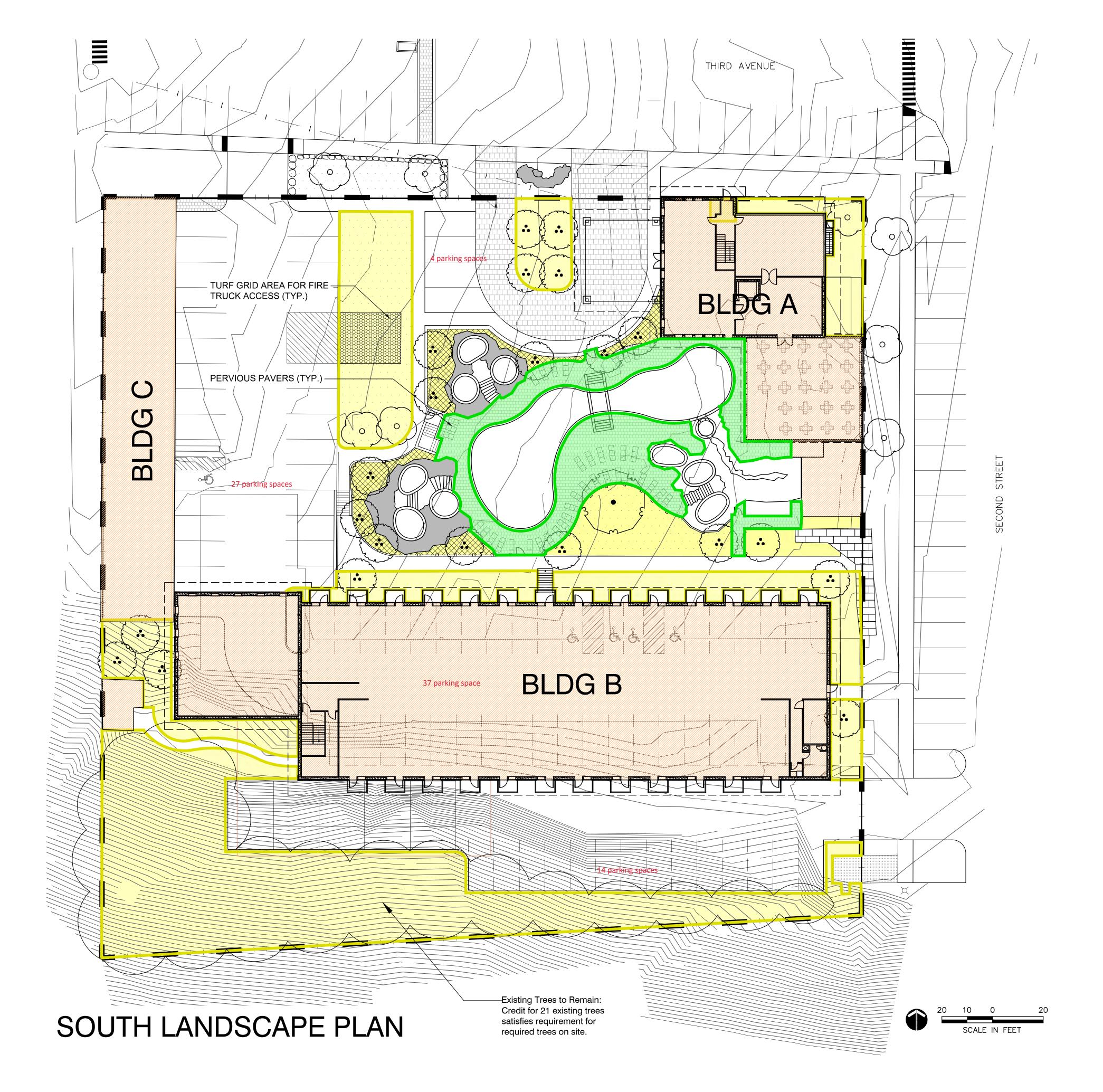
PARKING PLAN

NORTH SITE

SHEET 10 OF 30

DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

DATE 03/25/2019



Landscaping

50% min. linear frontage of the site abutting public street ROW to a min. width of 15'-0" shall be landscaped. On 3rd Ave. at the South Site there is 300'-0" of linear frontage abutting the public street ROW; therefore, 150'-0" of landscaping is required. 196' of landscaping is being provided. On 4th Ave. at the North Site, there is 142'-0" of linear frontage abutting the public street ROW; therefore, 71'-0" of landscaping is required. 91.5' of landscaping is being provided. On 3rd Ave. at the North Site, there is 147'-0" of linear frontage abutting 123'of landscaping is being provided. Landscape a min. of 15'-0" along a min. of 25% of secondary street frontages except driveways & sidewalks. On 2nd St. at the South Site, there is 287'-5" of secondary street frontage; therefore, 71'-10" of landscaping is required. 151' of landscaping is being provided. 10% of site not covered by buildings shall be landscaped where nonresidential uses will occupy more than 50% of the property. The South Site is 87,385 SF (or 2 AC) in area; therefore, 8,738.5 SF or (0.2 AC) of landscaping is required. 25,005 SF or (0.57 AC) is being provided. The North Site is 42,640 SF or (1 AC) in area; therefore, 4,264 SF or (0.1 AC) of landscaping is required. 11,835 SF or (0.27 AC) is being provided.

Provide (1) tree/2,000 SF of gross lot area. The South Site is 87,383.71 SF (or 2 AC) in area; therefore, 44 trees are required. The North Site is 43,340.10 SF or (1 AC) in area; therefore, 22 trees are

1.5" = min. deciduous tree caliper

5'-0" ht. = min. coniferous tree size

Ex. trees & groundcover will count towards min. standards. Provide groundcover to prevent erosion and dust blowing.

SOUTH SITE TOTALS

PUD

- 87,385 SQ. FT

LANDSCAPING - 8,739 SQ. FT REQUIRED

LANDSCAPING - 21,377 SQ. FT **PROVIDED**

> **OPEN SPACE** (25% PUD) REQUIRED - 21,846 SQ. FT

OPEN SPACE - 25,250 SQ. FT

SYMBOL REPRESENTS PERVIOUS PAVERS

REQUIRED TREE, 1.5' CALIPER

23 } PROPOSED TREE, 1.5' CALIPER

EXISTING TREE CREDIT

PROJECT TOTALS

PUD - 130,025 SQ. FT

LANDSCAPING - 13,025 SQ. FT REQUIRED

(10% PUD)

- 36,242 SQ. FT

LANDSCAPING - 31,369 SQ. FT **PROVIDED**

OPEN SPACE (25% PUD)

- 32,506 SQ. FT REQUIRED

> **PROVIDED** - SYMBOL REPRESENTS PERVIOUS PAVERS

REQUIRED TREE, 1.5' CALIPER

PROPOSED TREE, 1.5' CALIPER

OPEN SPACE

EXISTING TREE CREDIT



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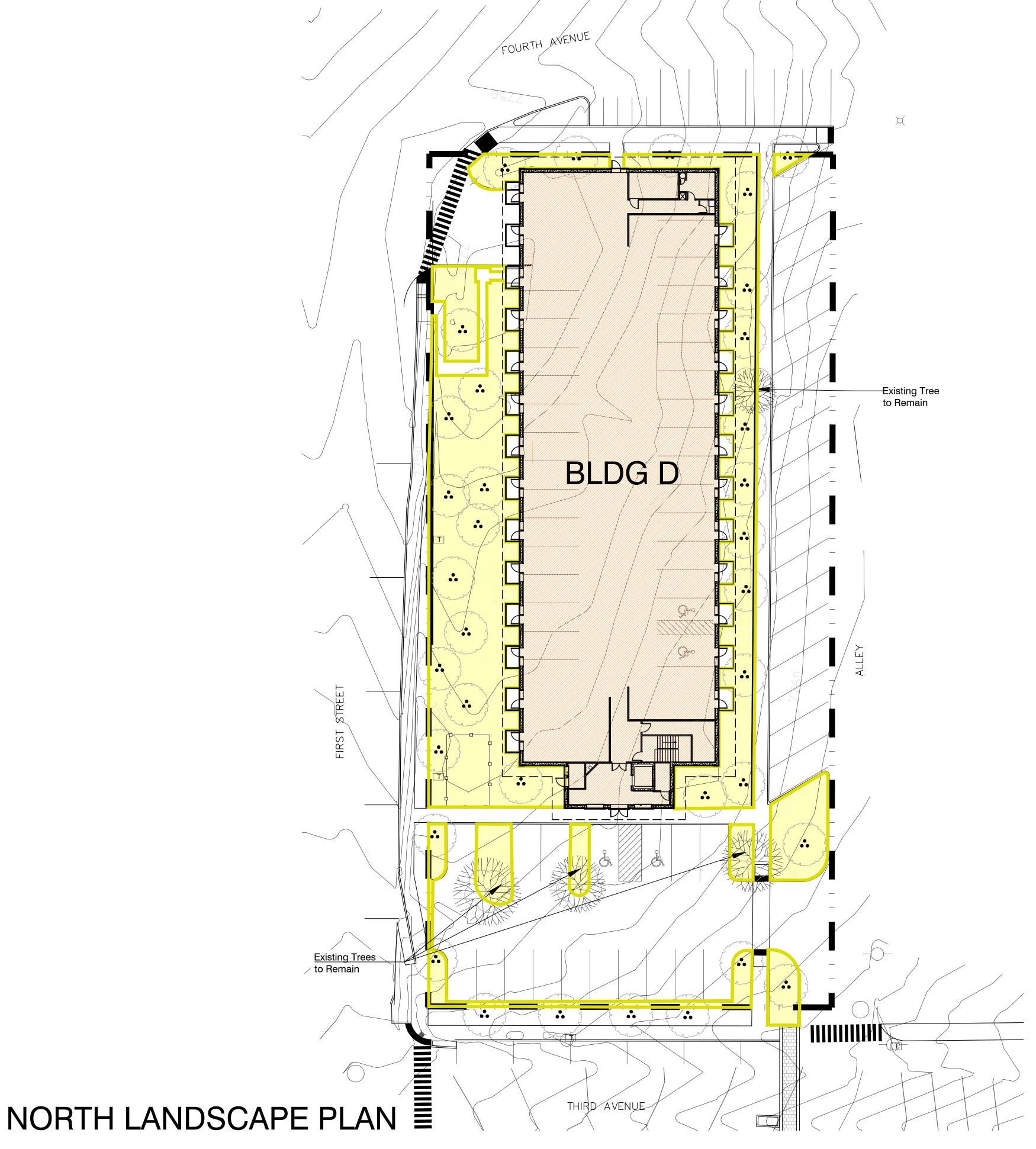
PROJECT NUMBER: 16102.00 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

JOB DESCRIPTION:

SHEET TITLE: LANDSCAPE PLAN SOUTH SITE

1"=20'-0"
SHEET NUMBER:

SHEET 11 OF 30



Landscaping

50% min. linear frontage of the site abutting public street ROW to a min. width of 15'-0" shall be landscaped. On 3rd Ave. at the South Site there is 300'-0" of linear frontage abutting the public street ROW; therefore, 150'-0" of landscaping is required. 196' of landscaping is being provided. On 4th Ave. at the North Site, there is 142'-0" of linear frontage abutting the public street ROW; therefore, 71'-0" of landscaping is required. 91.5' of landscaping is being provided. On 3rd Ave. at the North Site, there is 147'-0" of linear frontage abutting 123'of landscaping is being provided. Landscape a min. of 15'-0" along a min. of 25% of secondary street frontages except driveways & sidewalks. On 2nd St. at the South Site, there is 287'-5" of secondary street frontage; therefore, 71'-10" of landscaping is required. 151' of landscaping is being provided. 10% of site not covered by buildings shall be landscaped where nonresidential uses will occupy more than 50% of the property. The South Site is 87,385 SF (or 2 AC) in area; therefore, 8,738.5 SF or (0.2 AC) of landscaping is required. 25,005 SF or (0.57 AC) is being provided. The North Site is 42,640 SF or (1 AC) in area; therefore, 4,264 SF or (0.1 AC) of landscaping is required. 11,835 SF or (0.27 AC) is being provided.

Provide (1) tree/2,000 SF of gross lot area. The South Site is 87,383.71 SF (or 2 AC) in area; therefore, 44 trees are required. The North Site is 43,340.10 SF or (1 AC) in area; therefore, 22 trees are required.

1.5" = min. deciduous tree caliper

5'-0" ht. = min. coniferous tree size

Ex. trees & groundcover will count towards min. standards.

Provide groundcover to prevent erosion and dust blowing.

NORTH SITE TOTALS

PUD - 42,640 SQ. FT

LANDSCAPING - 4,264 SQ. FT REQUIRED

(25% PUD)

LANDSCAPING - 11,835 SQ. FT PROVIDED

OPEN SPACE - 10,992 SQ. FT PROVIDED

{22} REQUIRED TREE, 1.5' CALIPER

OPEN SPACE

{31} PROPOSED TREE, 1.5' CALIPER

4 EXISTING TREE CREDIT

R.O.W TREES

PROJECT TOTALS

PROVIDED

PUD - 130,025 SQ. FT LANDSCAPING (10% PUD)

REQUIRED - 13,025 SQ. FT

LANDSCAPING - 31,369 SQ. FT

OPEN SPACE (25% PUD)
REQUIRED - 32,506 SQ. FT

+ OPEN SPACE - 36,242 SQ. FT PROVIDED

SYMBOL REPRESENTS PERVIOUS PAVERS

{ 66 } REQUIRED TREE, 1.5' CALIPER

PROPOSED TREE, 1.5' CALIPER

25 EXISTING TREE CREDIT

R.O.W TREE

East 3rd Avenue

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Twin Peaks Lodge & Hot Springs 125 3rd Avenue, Ouray, Colorado 81427

REVISIONS:

JOB DESCRIPTION:

DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

03/25/2019

PROJECT NUMBER:

16102.00

SHEET TITLE:

LANDSCAPE PLAN

NORTH SITE

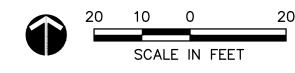
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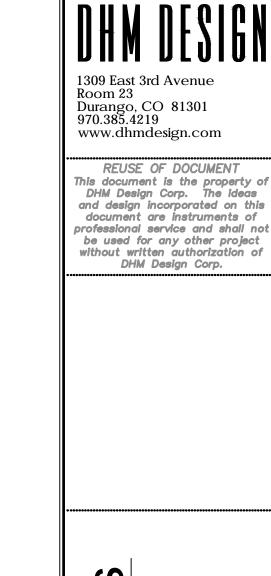
SHEET 12 OF 30

Building	Uses	SF Range	Phasing
Building D	Proposed Lodge - 64 Guest Rooms, 28 Covered Parking Spaces	45,435 SF	
		+ 15,145	Mount Sneffles Phase
		SF Parking	
		Garage	
Building A	Lobby, Spa, Locker Room,	10,542 SF	Hot Springs Phase
	Restaurant, Caretaker Residence		
Solarium	Seating for 90	1,950 SF	Hot Springs Phase
Cabin	Existing 7 Guest Rooms - to be	2,772 SF	2 772 SE Hot Springs Phase
Cabili	demolished	2,772 3F	Hot Springs Phase
Building B	Existing Lodge - 27 Guest Rooms,		
	Service Areas; Proposed Lodge -	43,767 SF	Hot Springs Phase
	64 Guest Rooms, Meeting Rooms,	+ 14,590	
	Fitness Room, Service Areas,	SF Parking	
	Laundry, 38 Covered Parking	Garage	
	Spaces		
Building C	Existing Lodge - 20 Guest Rooms	9150 SF	Existing
Turret	Meeting Room, Excercize Room	8,052	Twin Peaks Phase
Breakfast Room	Existing Breakfast Seating & Bar	618 SF	Existing

NOTE:

-SEE PUD NARRATIVE FOR FURTHER DESCRIPTION ON PHASING.





Hot Colorado ∞ಶ odge.

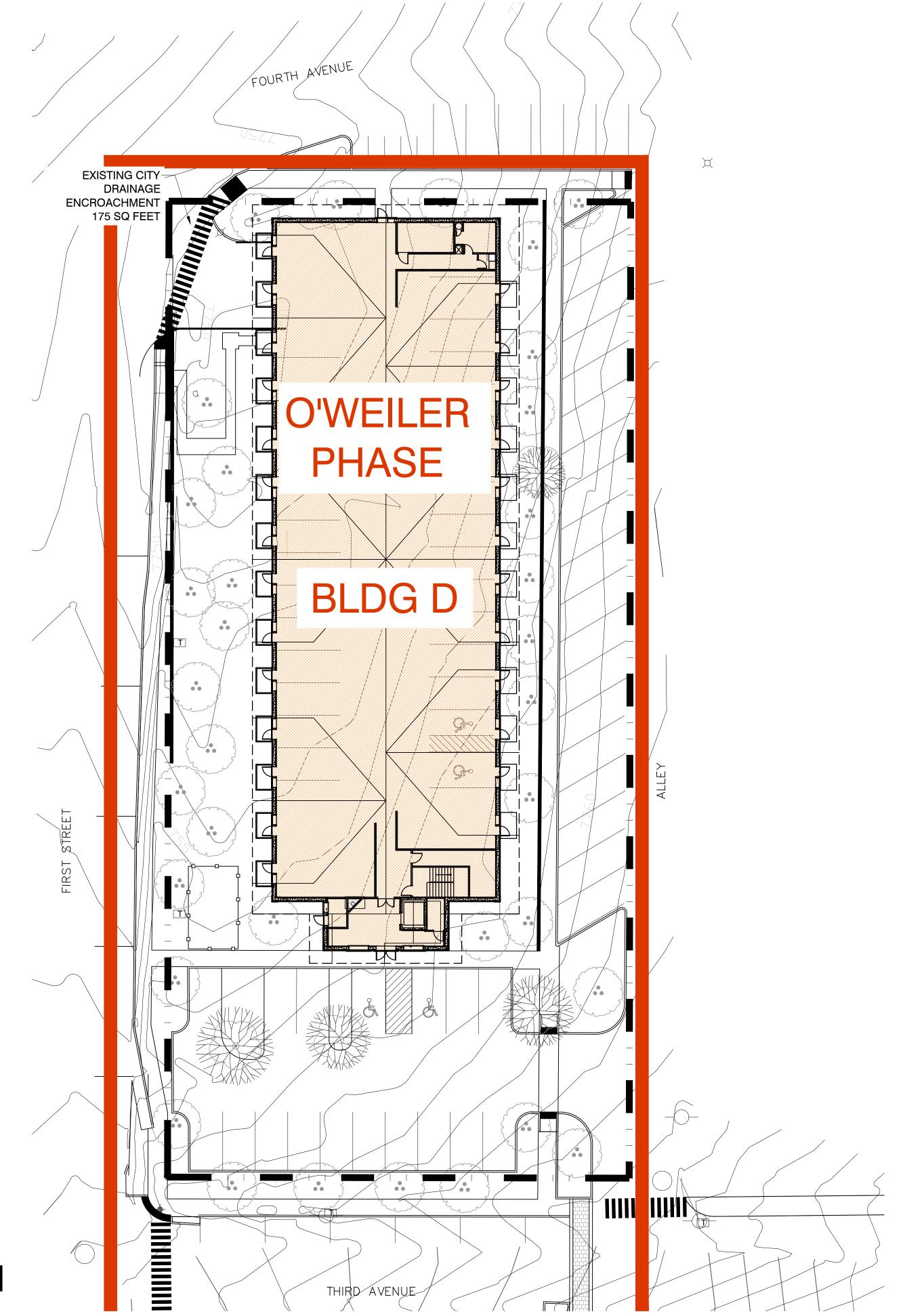
PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

JOB DESCRIPTION:

SHEET TITLE: PHASING PLAN SOUTH SITE

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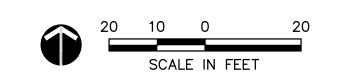
SHEET 13 OF 30



Building	Uses	SF Range	Phasing
Building D Building A	Proposed Lodge - 64 Guest Rooms, 28 Covered Parking Spaces	45,435 SF + 15,145 SF Parking	Mount Sneffles Phase
	Lobby, Spa, Locker Room,	Garage	
	Restaurant, Caretaker Residence	10,542 SF	Hot Springs Phase
Solarium	Seating for 90	1,950 SF	Hot Springs Phase
Cabin	Existing 7 Guest Rooms - to be demolished	2,772 SF	Hot Springs Phase
Building B	Existing Lodge - 27 Guest Rooms, Service Areas; Proposed Lodge - 64 Guest Rooms, Meeting Rooms, Fitness Room, Service Areas, Laundry, 38 Covered Parking Spaces	43,767 SF + 14,590 SF Parking Garage	Hot Springs Phase
Building C	Existing Lodge - 20 Guest Rooms	9150 SF	Existing
Turret	Meeting Room, Excercize Room	8,052	Twin Peaks Phase
Breakfast Room	Existing Breakfast Seating & Bar	618 SF	Existing

NOTE:

- O'WEILER PHASE: SITE WORK, FULL BUILDING SHELL, COVERED PARKING, FIRST FLOOR AND LOBBY.
- TWIN PEAKS PHASE 2ND AND 3RD FLOOR INTERIOR BUILD OUT.



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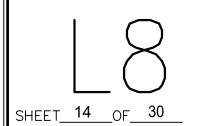
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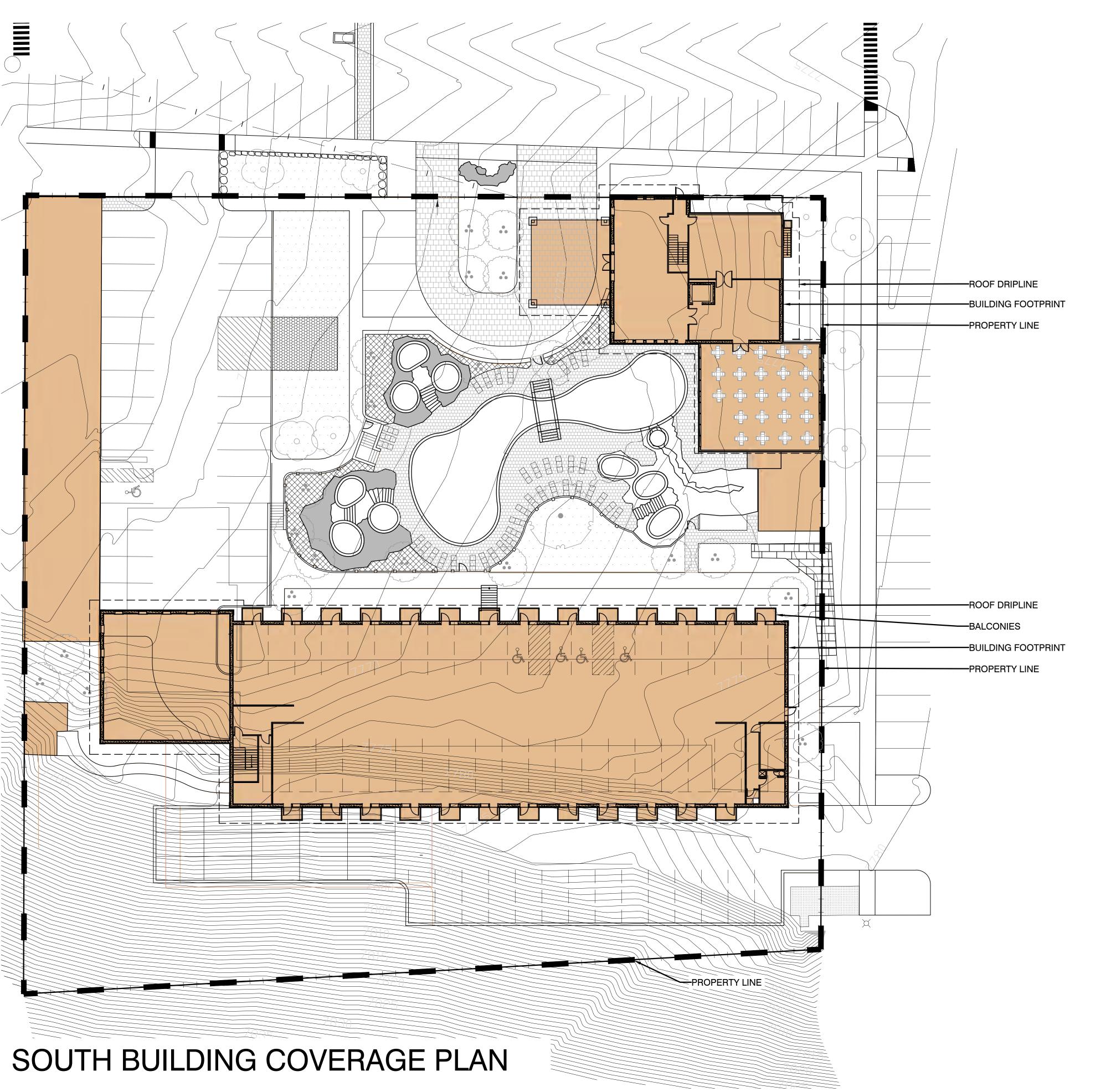
PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

JOB DESCRIPTION:

SHEET TITLE: PHASING PLAN NORTH SITE

1"=20'-0"
SHEET NUMBER:





SOUTH SITE TOTALS

TOTAL SOUTH SITE AREA: 87,385 SF

AREA OF SOUTH SITE COVERED BY BUILDINGS: 30,367 SF (34.8% of

AREA OF SOUTH SITE NOT COVERED BY BUILDINGS: 57,018 SF

TOTAL NORTH SITE IMPERVIOUS AREA: 62,135 SF (71.1% of Site)

PROJECT TOTALS

TOTAL AREA OF PROJECT: 130,025 SF *DOES NOT INCLUDE AREAS OUTSIDE OF PROJECT BOUNDARY

BUILDING COVERAGE: 46,742 SF (35.9% of project)

AREA NOT COVERED BY BUILDINGS: 83,283 SF

Spring Hot olorado **∞** odgo

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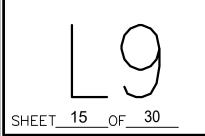
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PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
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CHECKED: MB, WC

JOB DESCRIPTION:

SHEET TITLE: BUILDING SITE COVERAGE PLAN SOUTH SITE

1"=20'-0"
SHEET NUMBER:





NORTH SITE TOTALS

TOTAL NORTH SITE AREA: 42,640 SF

AREA OF NORTH SITE COVERED BY BUILDINGS: 16,375 SF (38.4% of Site)

AREA OF NORTH SITE NOT COVERED BY BUILDINGS: 26,265 SF

TOTAL NORTH SITE IMPERVIOUS AREA: 31,648 SF (74% of Site)

PROJECT TOTALS

TOTAL AREA OF PROJECT: 130,025 SF *DOES NOT INCLUDE AREAS OUTSIDE OF PROJECT BOUNDARY

BUILDING COVERAGE: 46,742 SF (35.9% of project)

AREA NOT COVERED BY BUILDINGS: 83,283 SF

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Hot Springs

Twin Peaks Lodge & Hot S 125 3rd Avenue, Ouray, Colorado 81427

PROJECT NUMBER: DATE
16102.00 03/25/2019
DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC

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JOB DESCRIPTION: SCHEMATIC DESIGN

SHEET TITLE:

BUILDING SITE

COVERAGE PLAN

NORTH SITE

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SHEET NUMBER:

HEET 16 OF 30

JOB DESCRIPTION:

PROJECT NUMBER: 16102.00

DESIGNED: MB, WC
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CHECKED: MB, WC

DATE 03/25/2019

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Spring

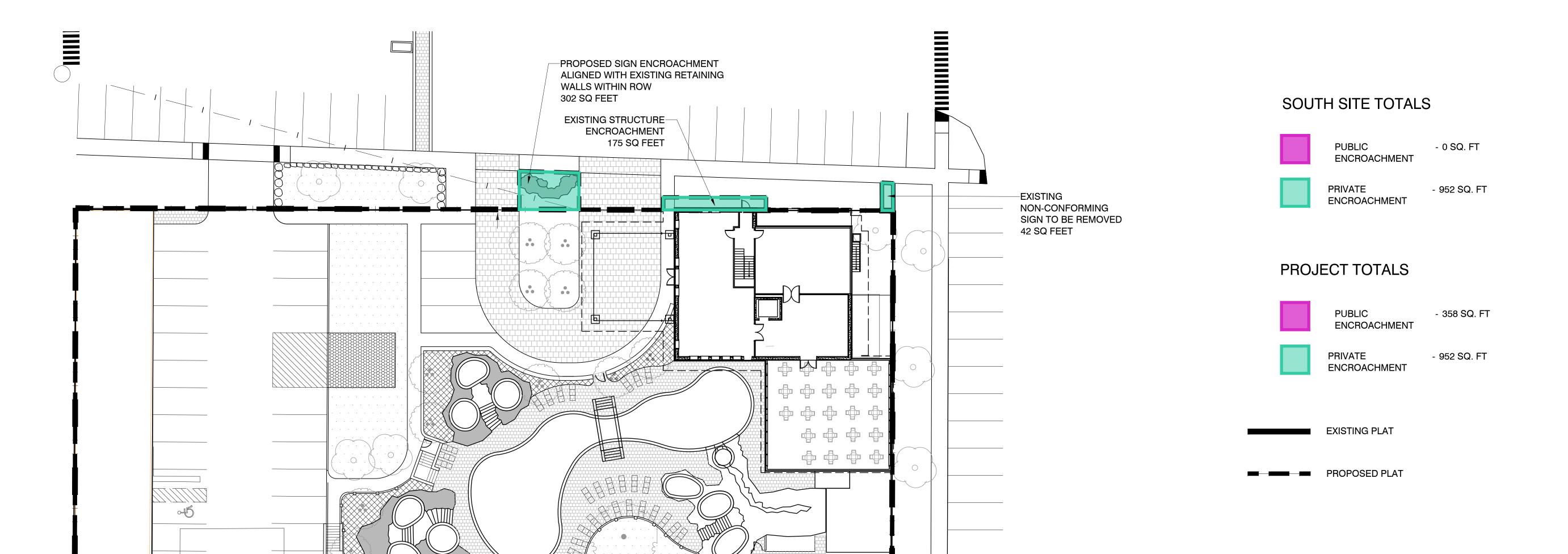
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SHEET 17 OF 30

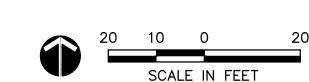


EXISTING RETAINING WALL ENCROACHMENT

EXISTING DUMPSTER
ENCROACHMENT
244 SQ FEET

188 SQ FEET

SOUTH BUILDING COVERAGE PLAN



NORTH BUILDING COVERAGE PLAN

1309 East 3rd Avenue Room 23 Durango, CO 81301 970.385.4219

Spring

Hot

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odge.

Colorado

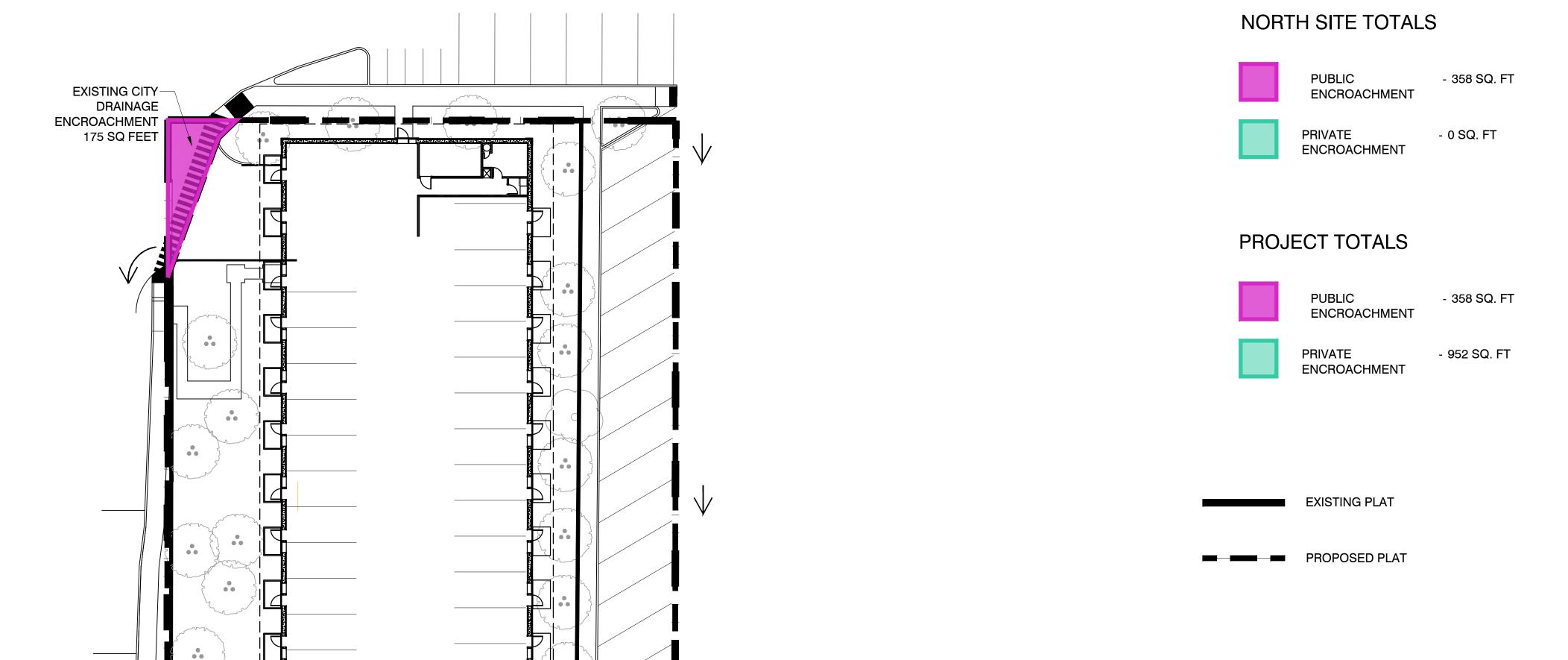
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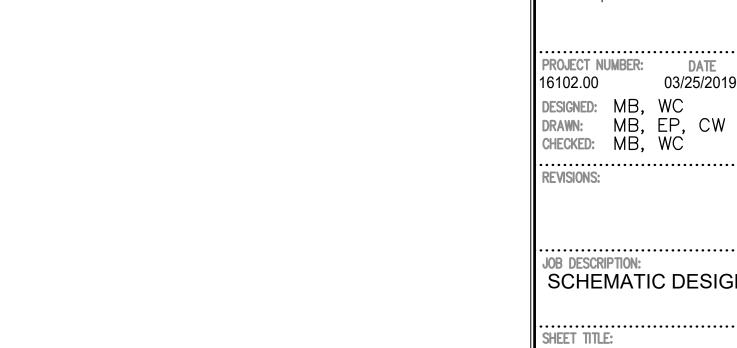
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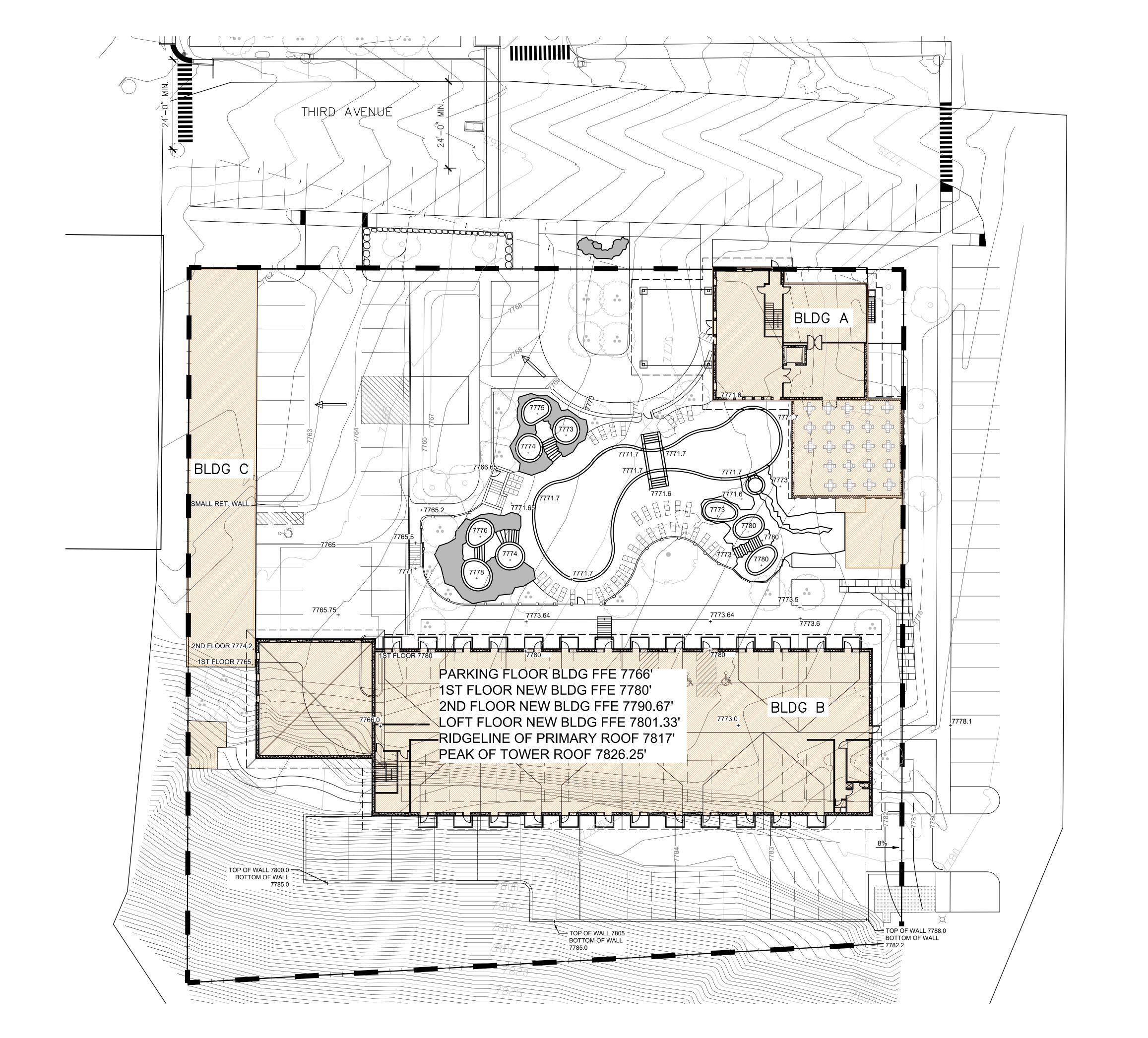
DATE 03/25/2019

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SHEET 18 OF 30







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PROJECT NUMBER: 16102.00 **DATE** 03/25/2019 DESIGNED: MB, WC
DRAWN: MB, EP, CW
CHECKED: MB, WC REVISIONS:

Twin 125 3rd

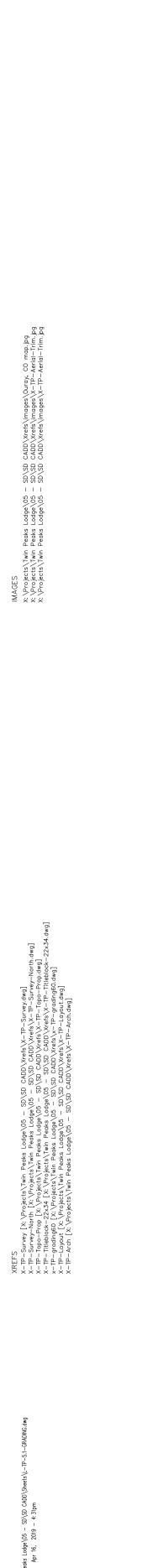
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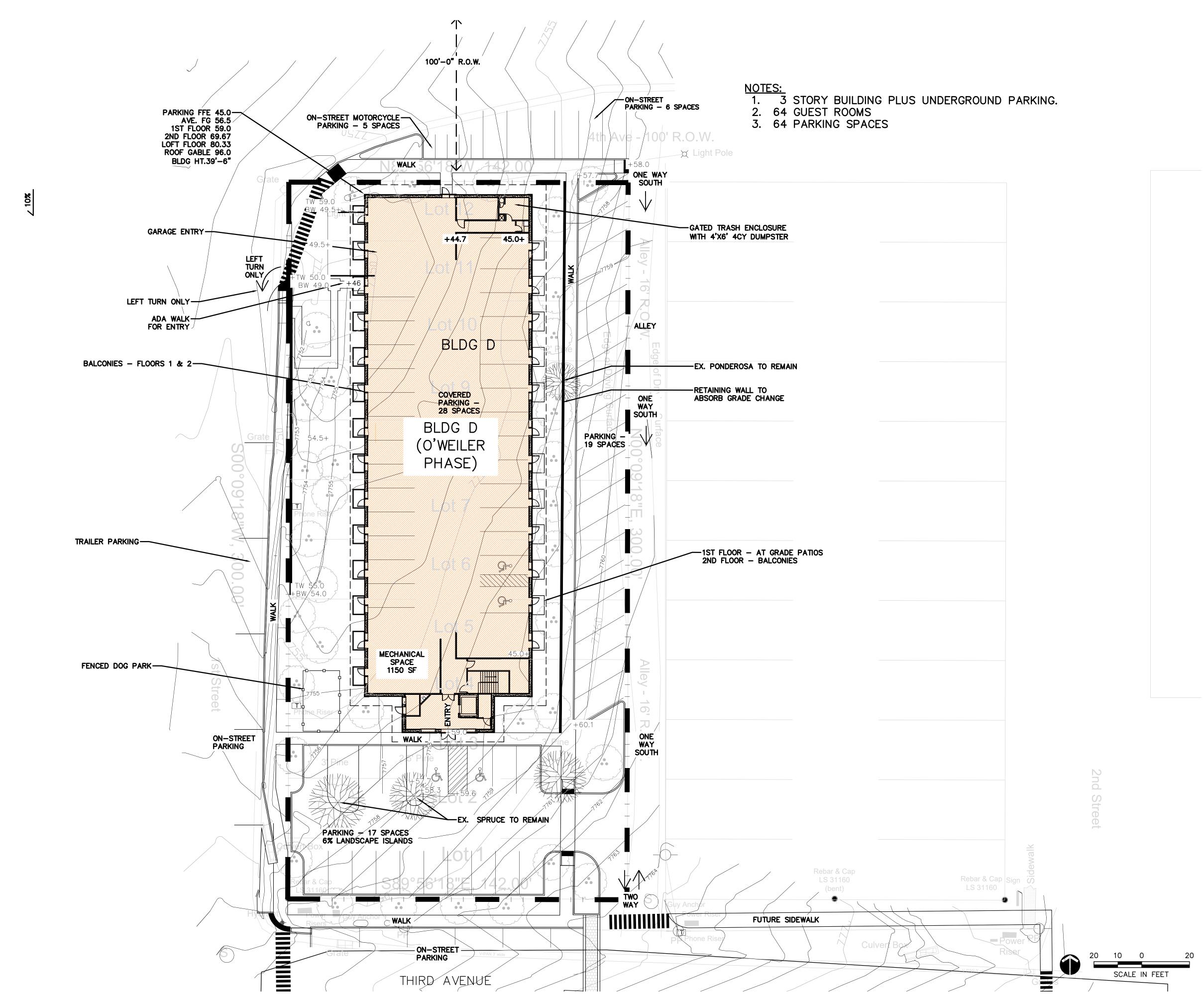
SHEET TITLE: **GRADING PLAN**

SOUTH SITE

1"=20'-0"
SHEET NUMBER:

SHEET 19 OF 30





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CHECKED: MB, WC REVISIONS:

DATE 03/25/2019

PROJECT NUMBER: 16102.00

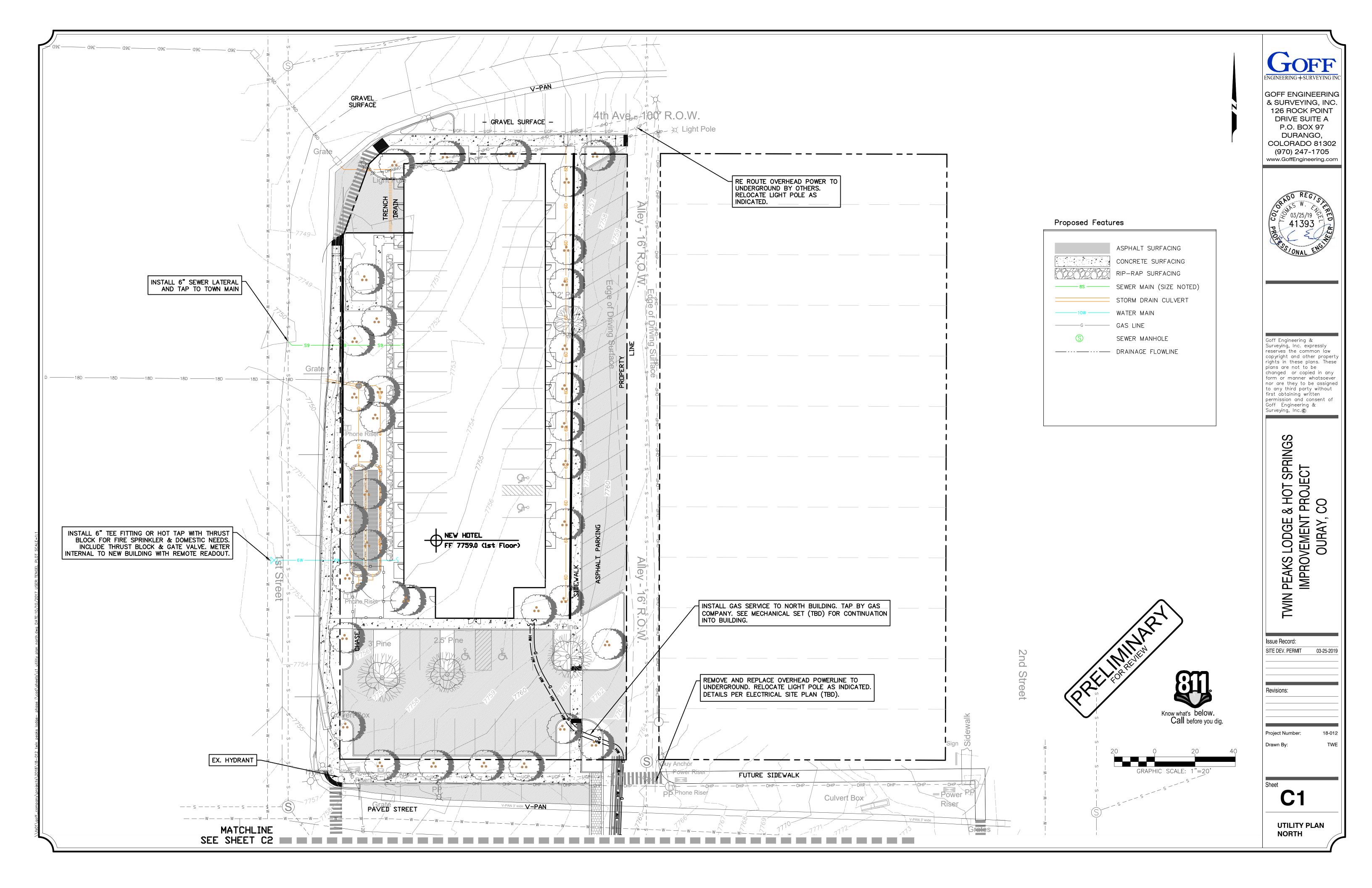
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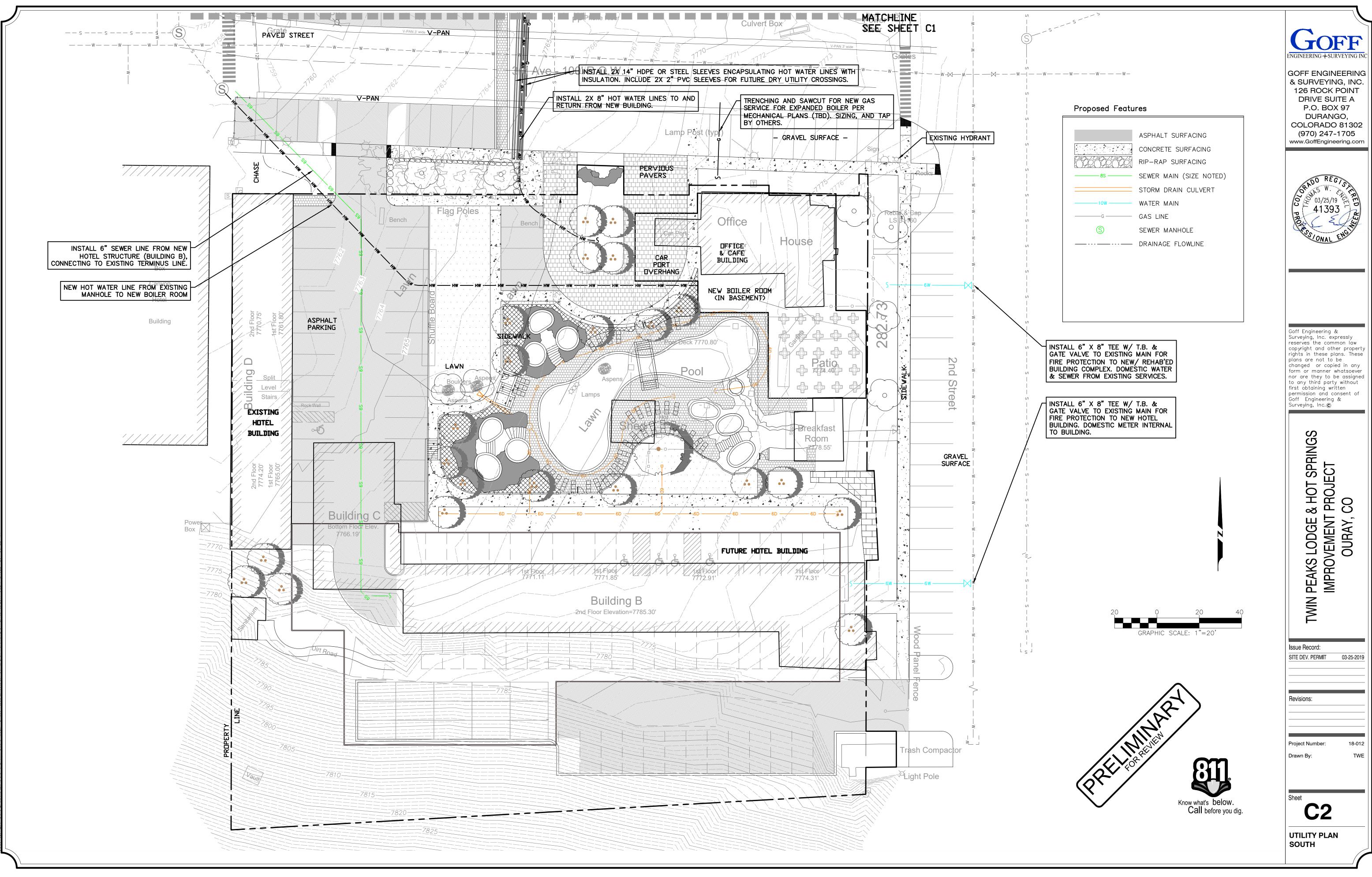
GRADING PLAN NORTH SITE

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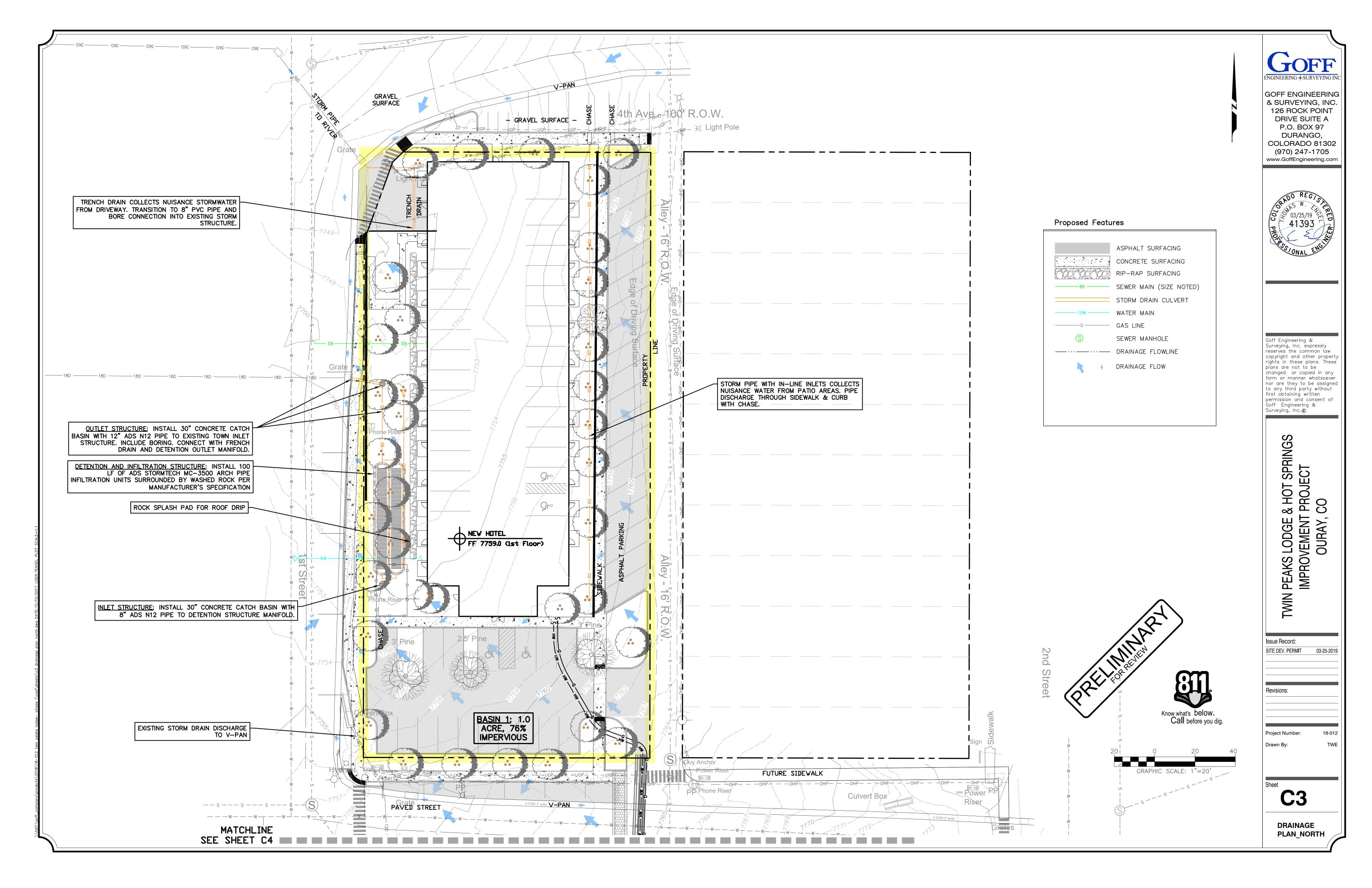
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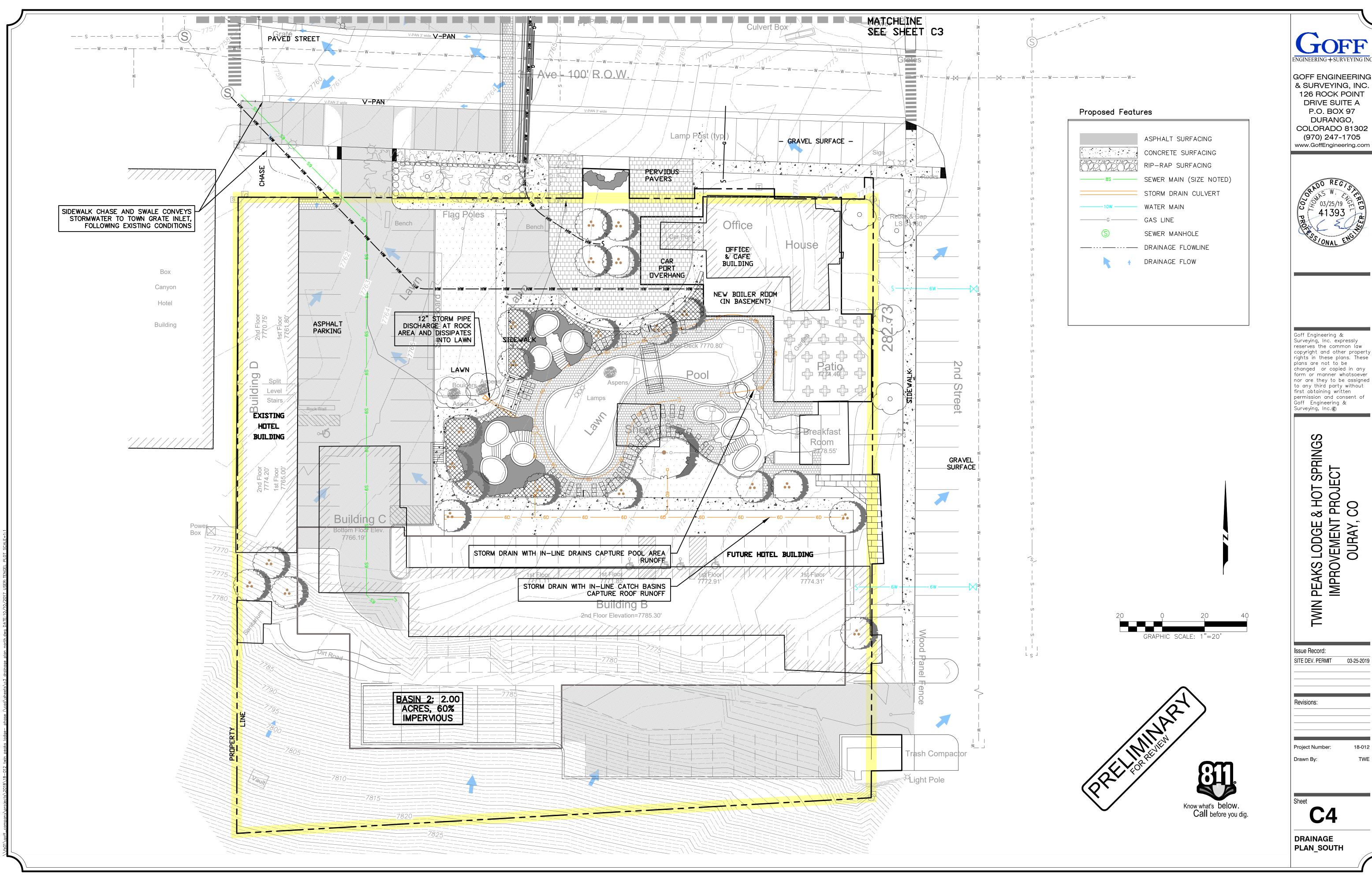
SHEET 20 OF 30







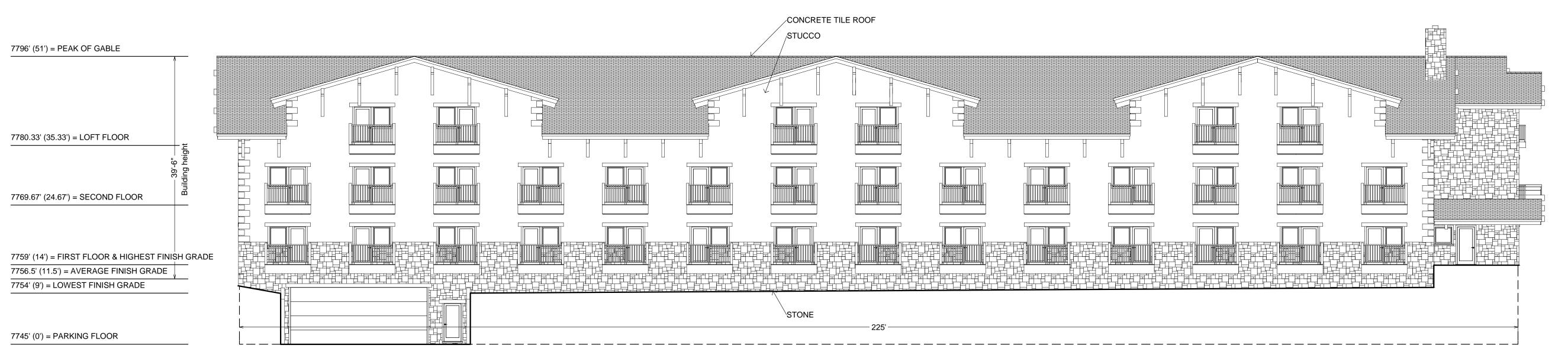




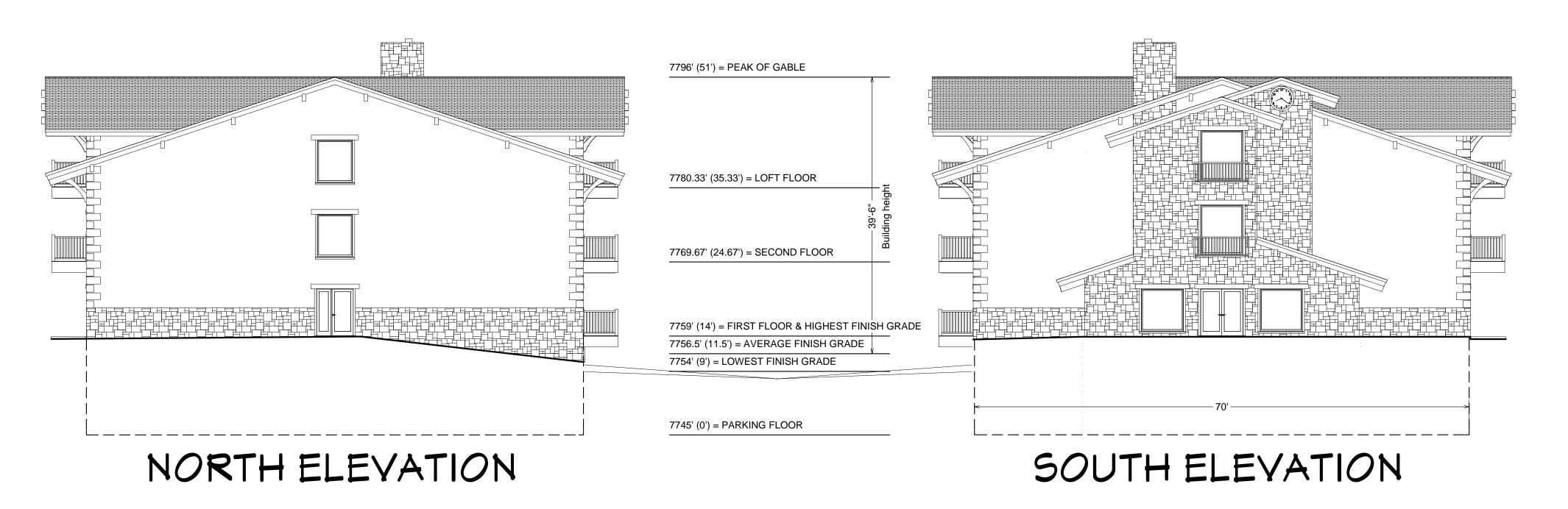


DATE: 7-31-2018

REVISIONS:



MEST ELEVATION





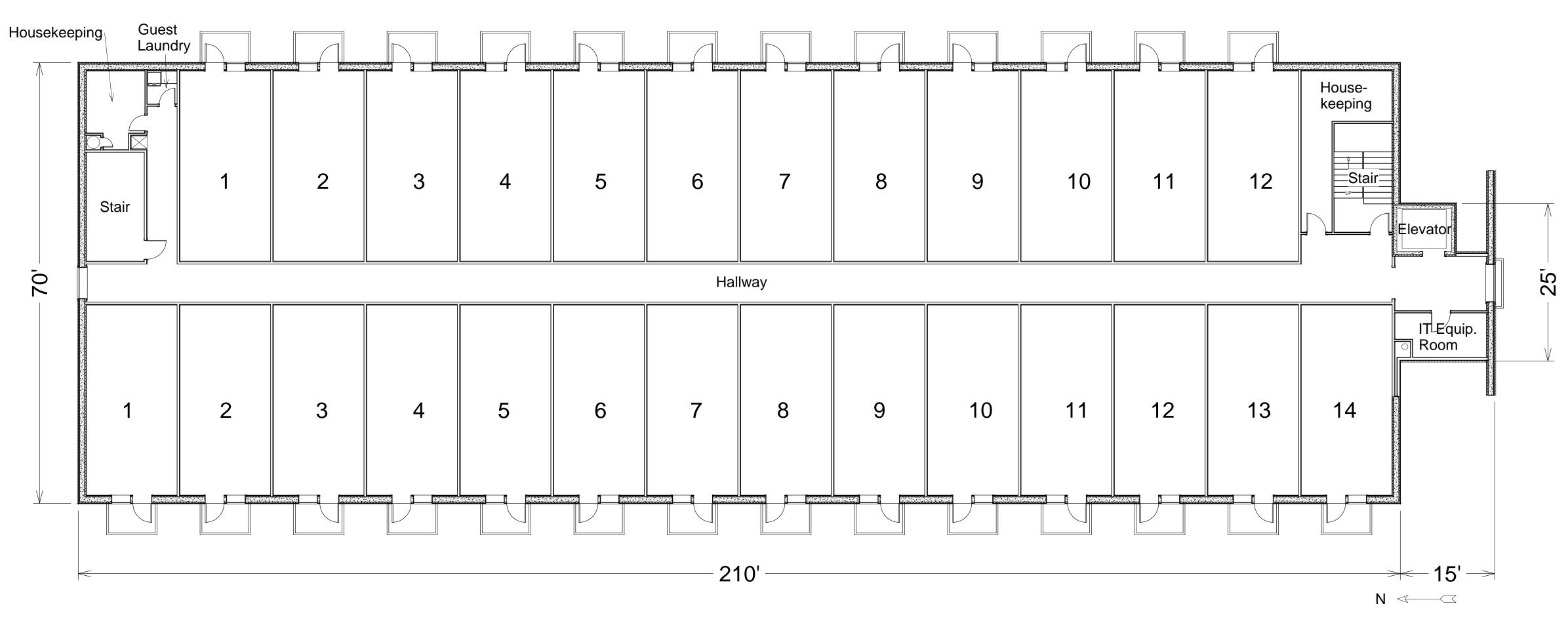




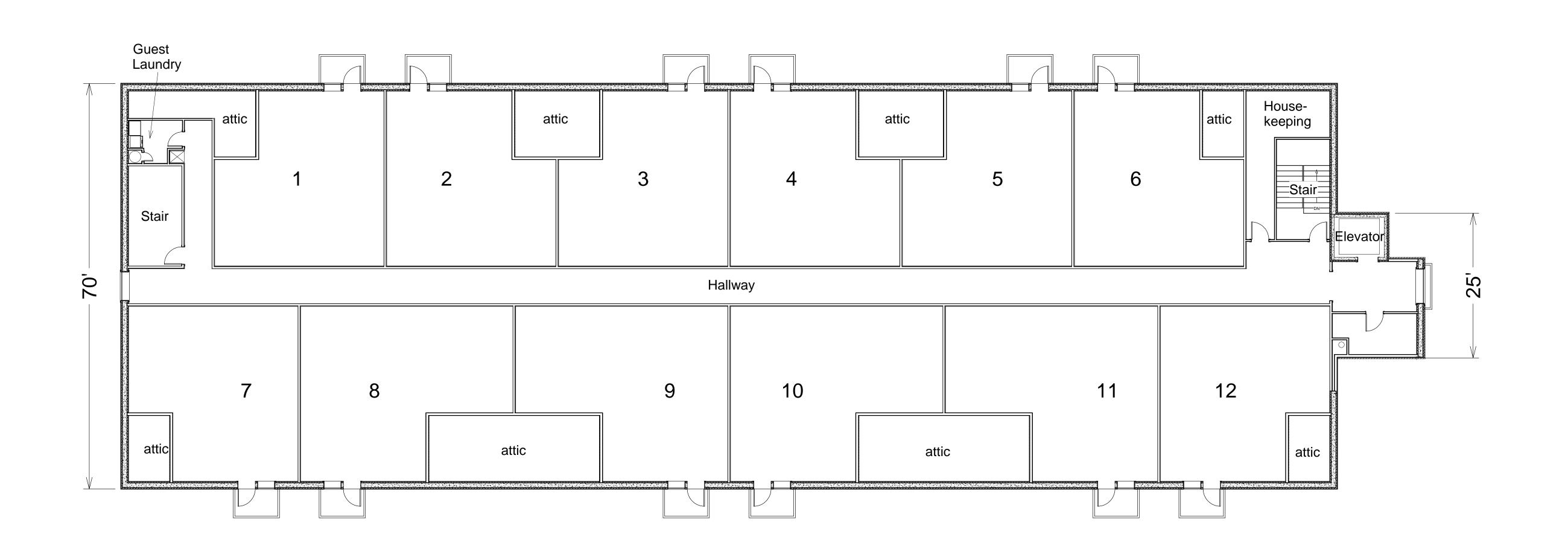


PARK

SHEET A6

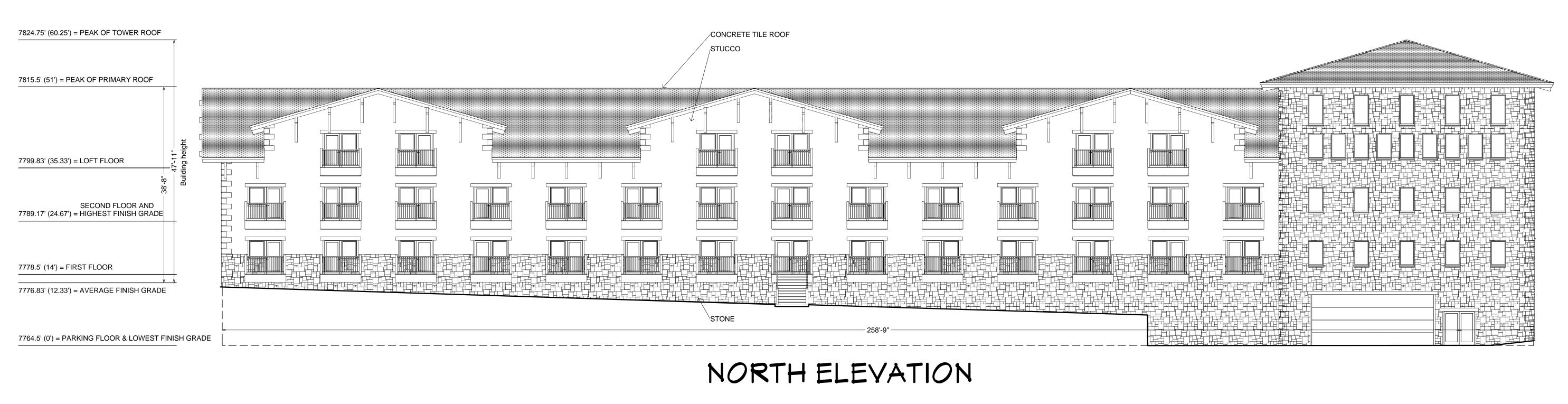


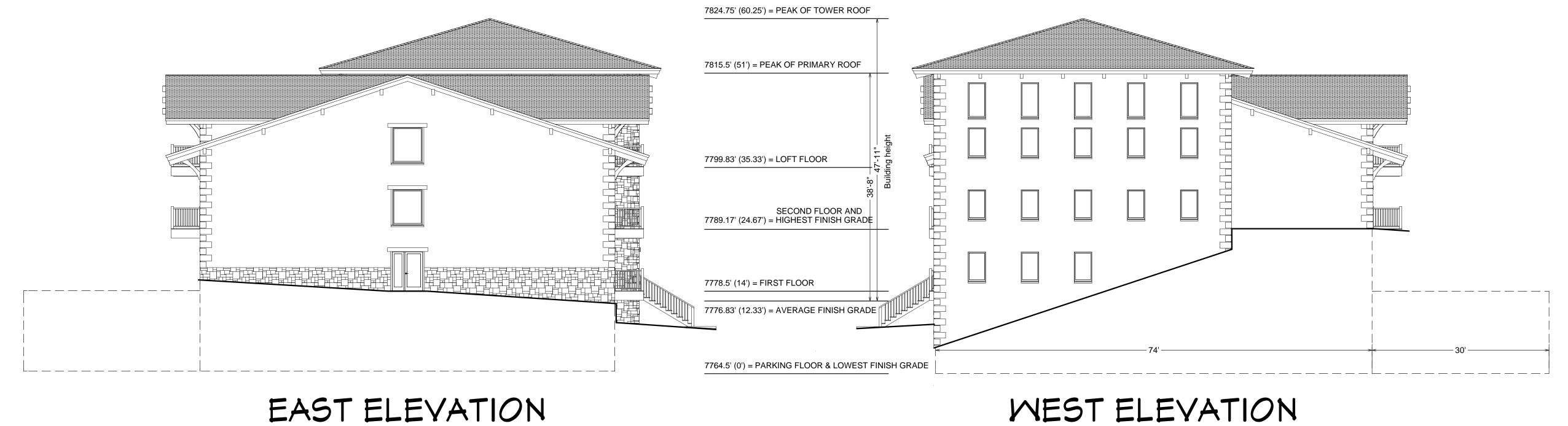
SECOND FLOOR PLAN

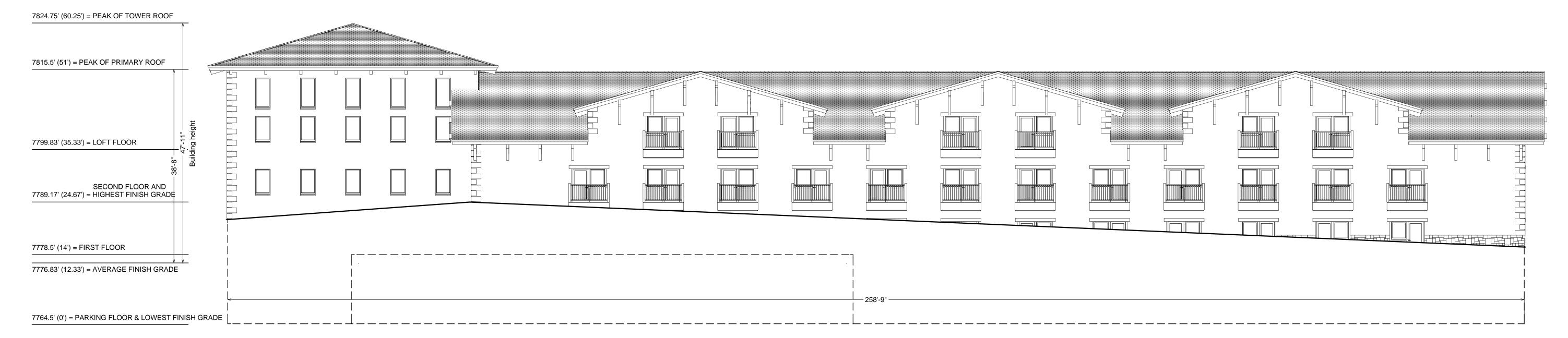


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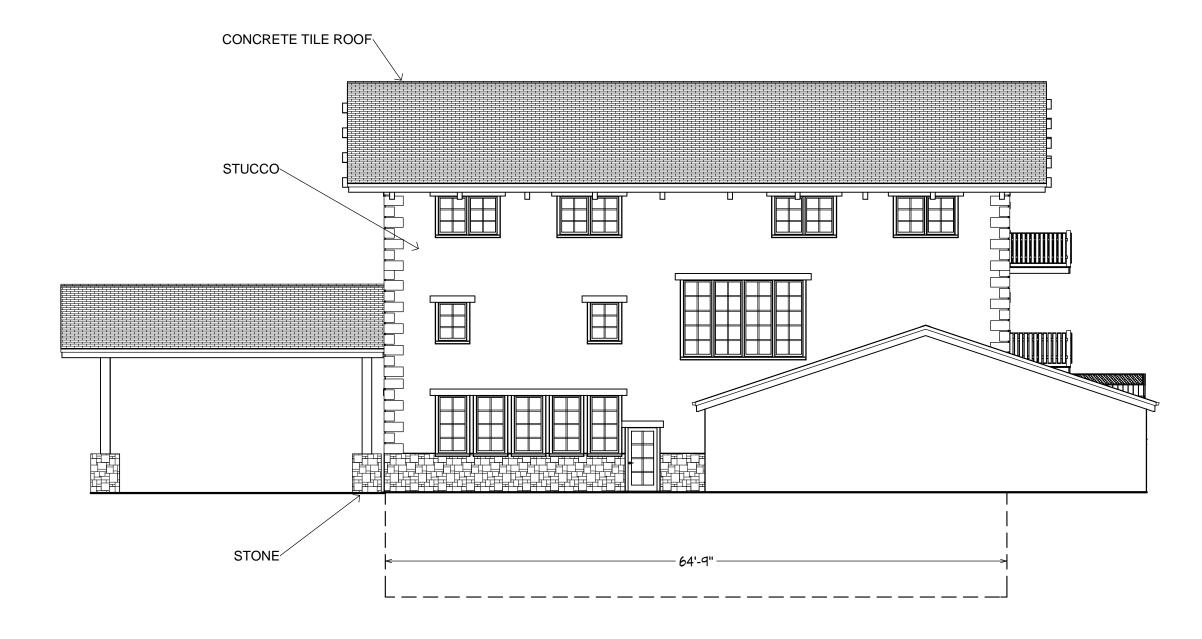
SCALE: 1" = 10'







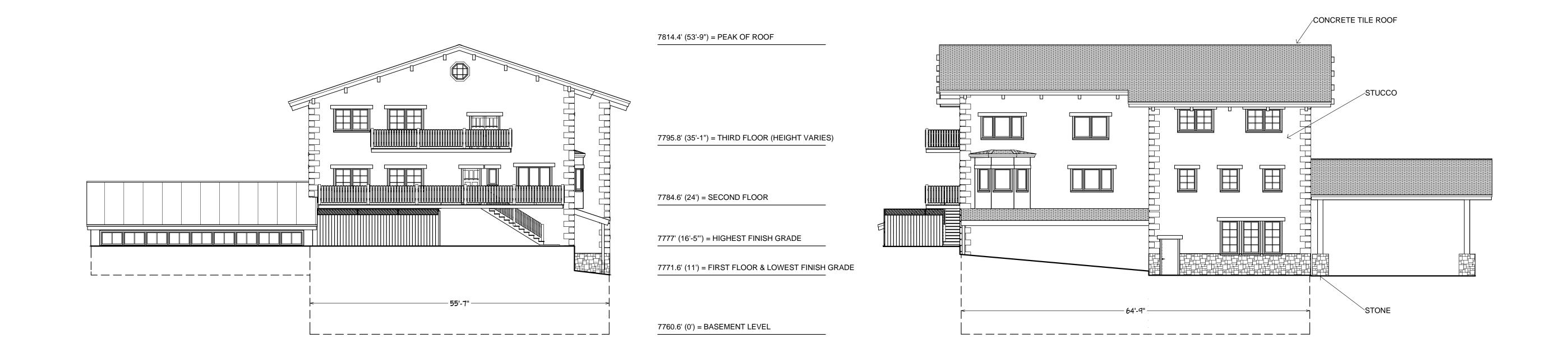






SOUTH ELEVATION

WEST ELEVATION



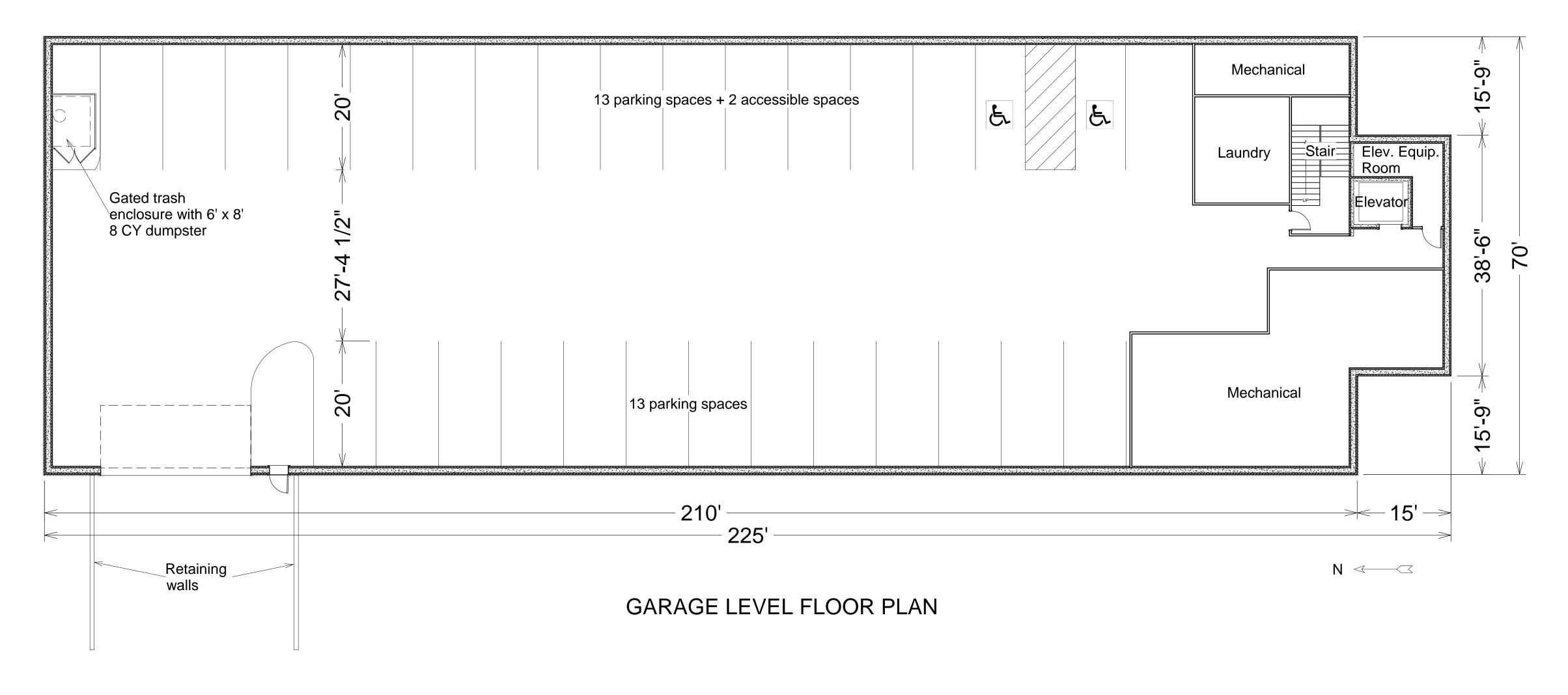
EAST ELEVATION

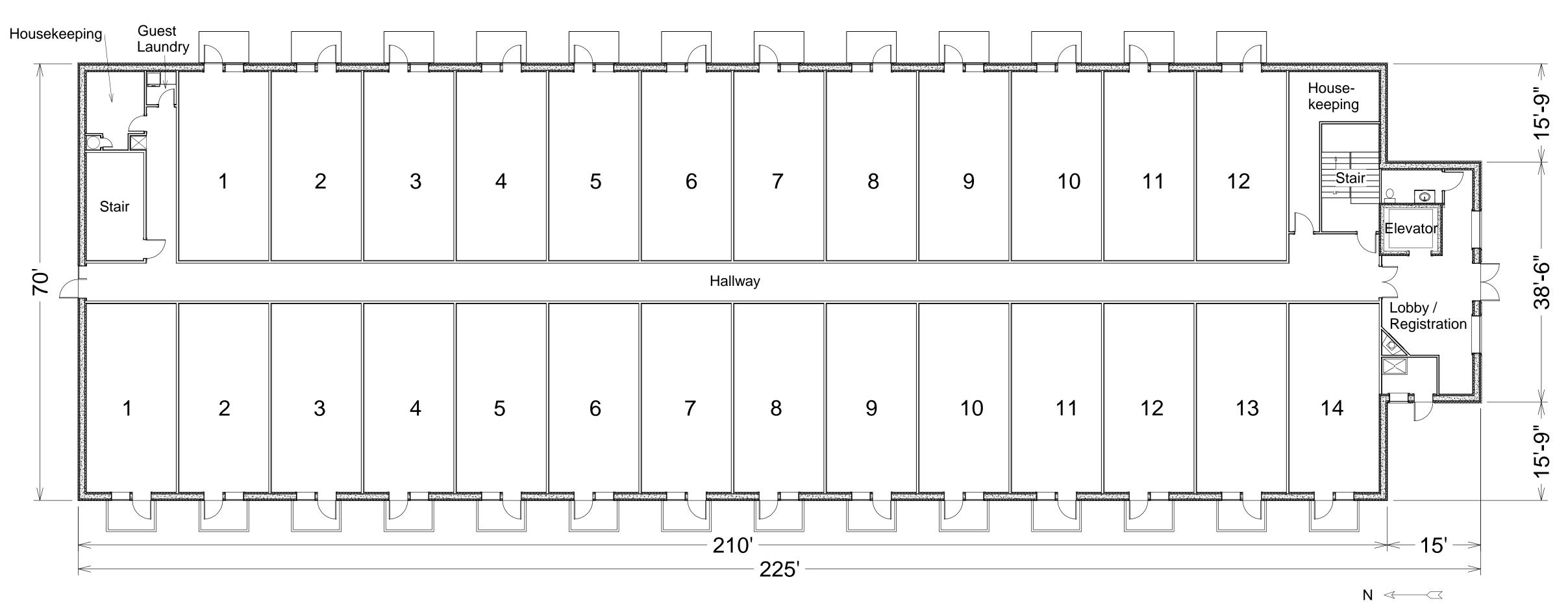
NORTH ELEVATION

DATE: 1-31-2018 REVISIONS:

A5

SCALE: 1" = 10'





TYPICAL DATA FOR EACH OF 6 LOTS

Building Info:

40' x 66', 4 stories

10' floor-to-floor with flat roof

35' height above average finish grade

total building sq. footage is 10,560 SF (10,650 SF allowed)

9 lodging units (9 allowed)

Site Info:

Lots are 50' x 142'

Setbacks: 5' on 2 sides, 28' in rear, 48' in front

Building coverage: 37% (50% allowed) Site coverage: 79% (80% allowed)

Landscaping: 50% of frontage, 15' wide (50% required)

Parking: 9 spaces provided (9 required)

2 are beneath the building on the first floor Snow storage: 334 SF required at rear of building

360 SF provided

paved areas in front of buildings

have snow-melt

All existing remaining trees will be removed

COMPARISON TO PUD PROPOSAL

This scenario PUD propsal

Building size 63,360 SF 60,580 SF Building height max. 35' 41' 6"

Note that in this scenario all 15,840 SF of the building

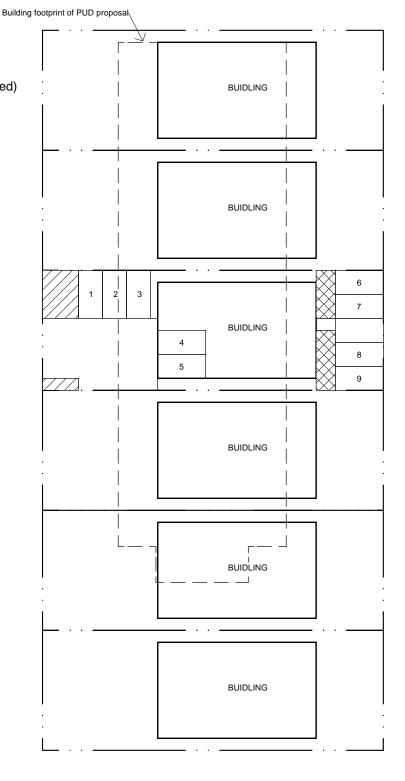
footprint's roof is at 35'

In the PUD proposal 4,895 SF of the building footprint's roof is at or below 35' and 10,383 SF of the building

footprint's roof is at or above 35'

Building coverage 37% 36% Site coverage 79% 50% Lodging units 54 64





TWIN PEAKS LODGE NORTH PARCEL

TWIN PEAKS LODGE SOUTH PARCEL

POSSIBLE DEVELOPEMENT SCENARIO WITH NO VARIANCES FROM EXISTING CITY CODE

Site info:

Parcel size: 87,385 SF

Potential building SF: 87,385 / 7100 = 12.31 equivalent building sites

12 building sites x 10,650 SF = 127,800 SF

Potential lodging units: 87,385 / 790 SF = 110 lodging units

Alternate scenario building Info:

Building A: 13,100 SF (separated into two buildings with a 10' min separation to reduce max.

building size below 10,650 SF)

Building B: 52,800 SF and 45 lodging units (consisting of 5 buildings, each is 44'x60' x 4

floors, 10,560 SF/building, with a min. 10' separation, max. building ht. of 35')

Building C: 9,150 SF (existing to remain, 20 lodging units)

Building E: 7,920 SF and 9 lodging units (one building, 44'x60'x3 stories, building ht. of 35')

PUD proposal:

Total building SF: 80,616 SF

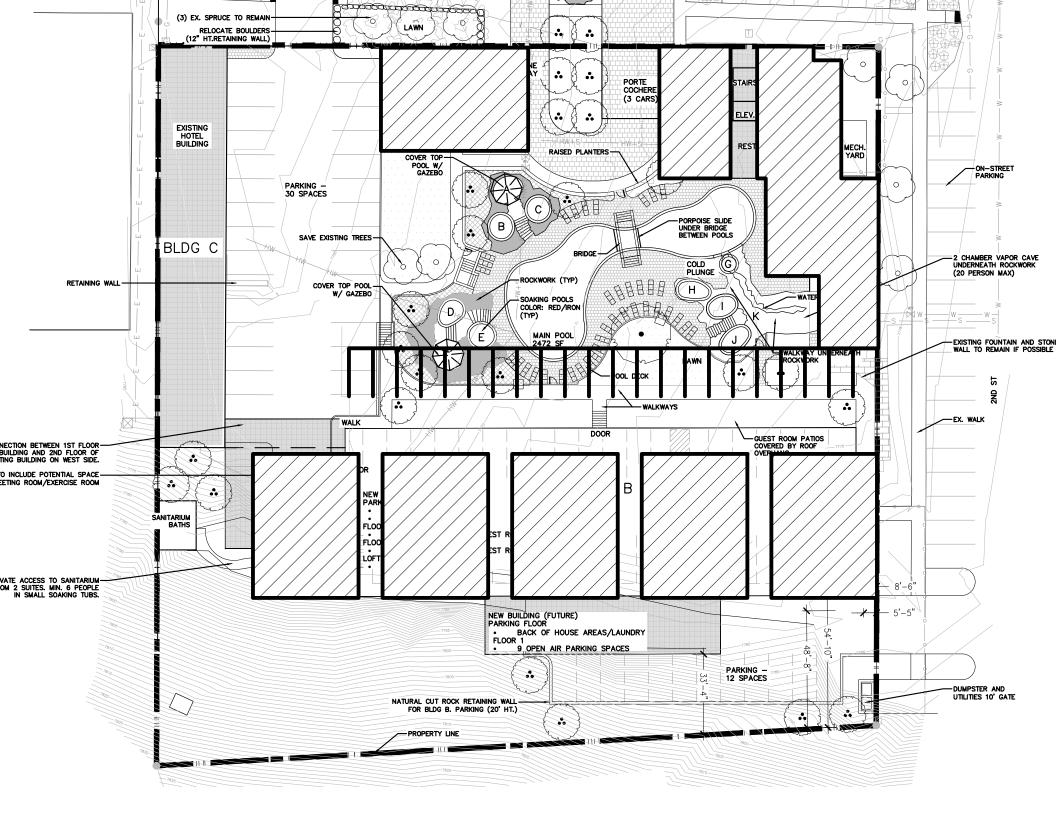
Total lodging units: 84

This alternate scenario:

Total building SF: 82,970 SF

Total lodging units: 74

Building coverage: 31% (50% allowed) Site coverage: 79% (80% allowed)





1666 N. Main Avenue, Suite C Durango, Colorado 81301 (970) 259-7411 TEL (970) 259-8758 FAX www.wrightwater.com e-mail:pfoster@wrightwater.com

December 6, 2018

Via email: development@cityofouray.com

Chris Hawkins, AICP Community Development Coordinator City of Ouray, Colorado

Re: Review and Recommendations associated with the Revised Water Usage Study - Twin Peaks Hot Springs & Hotel Expansion in Ouray, CO

Dear Chris,

Wright Water Engineers Inc., (WWE), is pleased to provide the City of Ouray (the City) with this letter report summarizing WWE's comments and recommendations associated with our review of the Revised Water Usage Study for the Twin Peaks Hot Springs and Hotel Expansion (Revised Twin Peaks Water Study) in Ouray, Colorado, dated September 28, 2018. The intent of this letter is to provide the City with a brief summary of the potential impacts the Twin Peaks Hot Springs and Hotel Expansion Project (Twin Peaks Expansion Project) will have on the City's water supply using information provided in the Revised Twin Peaks Water Study, and to provide the City with a preliminary set of recommendations for consideration in order to accommodate the additional water demand generated by the Twin Peaks Expansion Project. A brief discussion and associated recommendations regarding potential geothermal impacts resulting from the Twin Peaks Expansion Project is also provided.

The following letter is divided into six primary sections, 1) existing demands review, 2) future demands review, 3) anticipated impacts to the City's existing water supply, 4) preliminary recommendations regarding impacts to City's water supply, 5) considerations for geothermal impacts and 6) overall conclusions regarding Twin Peaks Hotel Expansion.

EXISTING DEMANDS REVIEW

Existing Conditions Indoor Water Demands

WWE understands that the existing Twin Peaks Hotel water service is not metered and existing demands must be estimated. The Twin Peaks Water Study utilizes two sources to estimate existing indoor water demands: 1) City of Ouray Municipal Code¹ and 2) an analysis of water service meter records for hotels in Durango, CO.

Existing indoor demand features for the Twin Peaks Hotel are provided as follows:

- 53 lodging rooms (including onsite laundry service),
- 1 manager unit,
- 33 seats for a breakfast / bar area, and

¹ City of Ouray Municipal Code, Chapter 9-10 B Rate Structure

DENVER

(303) 480-1700 TEL (303) 480-1020 FAX

• 3 public laundry washers.

Using the City's Municipal Code, the Revised Twin Peaks Water Study estimates a total indoor daily Equivalent Residential Unit (EQR²) water demand of approximately 14.60 EQR's, which is equivalent to approximately 4,760 gallons per day. On a per lodging room basis, this calculates to a daily indoor water demand estimate of approximately 96 gallons per day per room.

For comparison purposes, the Revised Twin Peaks Water Study provides an analysis of water service meter records for two hotels in Durango, CO which meter indoor and outdoor use separately. This analysis indicates the two hotels have a peak summer demand of approximately 93 gallons per day per room. Presumably, this daily demand would include onsite laundry service and other hotel amenities such as a restaurant and or bar.

WWE compared the aforementioned demand estimates with water demand recommendations from Colorado Department of Public Health and Environment (CDPHE)³. CDHPE estimates an indoor water demand of 75 gallons per day per hotel room (including onsite laundry). For a bar or cocktail lounge, which would likely have a similar demand to the existing breakfast area at the Twin Peaks Hotel, CDHPE estimates 30 gallons per day per seat. CDPHE estimates a demand of 19.5 gallons per day per laundry washer. On a per room basis, this calculates to a daily indoor water demand estimate of approximately 100 gallons per day per room using CDPHE design recommendations.

The existing indoor water use demands estimated by the Revised Twin Peaks Water Study appear reasonable.

Existing Conditions Irrigation Water Demands

The Twin Peaks Hotel currently irrigates approximately 15,420 square feet of lawn and garden. The Revised Twin Peaks Water Study estimates an annual irrigation demand of 2.11 feet of water per year assuming an 80% irrigation efficiency which is consistent with the City's augmentation plan, decreed in 2013CW3072.

This equates to an annual irrigation water demand of approximately 244,000 gallons per year.

The existing irrigation water demands estimated by the Revised Twin Peaks Water Study appear reasonable.

Existing Pool Water Use

The Revised Twin Peaks Water Study indicates the existing outdoor pool holds approximately 20,000 gallons. Based on the City's Municipal Code, a pool is assigned an EQR demand of 0.05 per 1000 gallons. This results in an existing pool demand of 1 EQR or 350 gallons per day.

 $^{^{2}}$ A demand of 1 EQR = 350 gallons per day

³ CDPHE, 2018. Regulation No. 43 – On-Site Wastewater Treatment System Regulation. Colorado Department of Public Health and Environment Water Quality Control Commission. Available here: https://colorado.gov/pacific/sites/default/files/43 2018%2805%29.pdf

This equates to an annual pool water demand of approximately 127,750 gallons of water per year.

The existing pool water demands estimated by the Revised Twin Peaks Water Study appear reasonable. Table 1 provides a summary of existing water demands from the Twin Peaks Hot Springs and Hotel based on the Revised Twin Peaks Water Study.

FUTURE DEMANDS REVIEW

Future Indoor Water Demands

Proposed indoor demands for the Twin Peaks Hotel at full buildout are provided as follows:

- 148 lodging rooms (including onsite laundry service),
- 24 of the 148 lodging rooms with in-room kitchens,
- 1 managers unit,
- 123 seats for a breakfast / bar area, and
- 4 public laundry washers.

Using the City's Municipal Code, the Revised Twin Peaks Water Study estimates a proposed total indoor daily EQR water demand of approximately 39.02 EQR's, which is equivalent to approximately 13,657 gallons per day. On a per lodging room basis, this calculates to a daily indoor water demand of approximately 92 gallons per day per room.

The proposed indoor water use demands estimated by the Revised Twin Peaks Water Study appear reasonable.

Future Irrigation Water Demands

At full buildout, the Twin Peaks Hotel will irrigate approximately 25,000 square feet of lawn and garden. The Revised Twin Peaks Water Study estimates an annual irrigation demand of 2.11 feet of water per year assuming an 80% irrigation efficiency which is consistent with the City's augmentation plan, decreed in 2013CW3072.

This equates to a proposed annual irrigation water demand of approximately 395,000 gallons per year.

The proposed irrigation water demands estimated by the Revised Twin Peaks Water Study appear reasonable.

Future Pool Water Use

The Revised Twin Peaks Water Study indicates the existing pool will be expanded, and additional pools will be added including a cold plunge pool. The total annual municipal demands for these pools are estimated as follows:

Swimming Pools: 863,500 gallons per year
Cold Plunge Pool: 19,000 gallons per year

Based on the demand information provided, this equates to an average daily pool demand of approximately 2,418 gallons per day or 7 EQR's. This equates to a unit EQR demand of 0.09 per 1000 gallons (in the City's Municipal Code, a pool is assigned a unit EQR demand of 0.05 per 1000 gallons).

The Revised Twin Peaks Water Study indicates these pool demands consider evaporation, filter backwash, refilling of the pools, and miscellaneous demands such as deck washing and splashing. The study also indicates these demands also consider the demands from the "Entry Water Feature" and "Waterfall" features which will be installed as part of the expansion.

Please note that Joe Coleman, Public Works Director for the City indicated the following discrepancy between the Planned Use Development (PUD) Narrative, which WWE did not review, and the Revised Twin Peaks Water Study, which should be clarified by the applicant:

• In the PUD narrative it states that the pools will be drained once a year, the Revised Twin Peaks Water Study indicates they will be drained twice a year and the cold plunge pools five times a year.

Table 2 provides a summary of the future water demands for the Twin Peaks Hot Springs and Hotel. Table 3 provides a summary of the expected additional monthly demand generated by the Twin Peaks Expansion Project.

ANTICIPATED IMPACTS TO THE CITY'S EXISTING WATER SUPPLY

Existing Water Supply Available

The City's available raw water supply sources and associated decreed amounts can be summarized as follows:

- Weehawken Spring water right: 3.516 cubic feet per second (cfs)
- Weehawken Creek water right: 3.816 cfs
- Oak Creek water right: 5.2 cfs, Alternate Point of Diversion at Weehawken Spring

Comparison of Existing Physical Water Supply Available and Additional Hotel Demands

Currently, the City exclusively uses the Weehawken Spring water right and the Oak Creek water right under the Alternate Point of Diversion at Weehawken Spring to supply the potable water system. Based on available metered flow data into the City's water storage tanks, Weehawken Spring provides the City with more water during the summer months when compared to the winter months. The periods of lowest flow typically occur in the winter immediately following a dry year, such as in the winter immediately following water year 2002.

Table 4 and Table 5 provide a summary of excess or deficit water diversion under average flow conditions from 1995 to 2010 and 2002 low flow conditions, respectively. These tables provide a summary of metered water flow coming into the City's storage tanks from Weehawken Spring, and metered water flow out of the tanks which supplies the City's distribution system.

Please note that the water demands presented in these tables are limited to the increased demands from the Twin Peaks Hotel Expansion Project. Demands from the ice park and hydropower plant are not considered as WWE understands the City is currently exploring development of a non-potable water supply system to meet the demands from these facilities.

As indicated in Table 4, under average flow conditions, there appears to be adequate physical water supply available for the entire year when considering the additional demand from the Twin Peaks Hotel Expansion Project.

As indicated in Table 5, under low flow year conditions in 2002, there appears to be adequate physical water supply available for the entire year when considering the additional demand from the Twin Peaks Hotel Expansion Project. There also appears to be excess water available for uses such as the Ice Park during the winter.

PRELIMINARY RECOMMENDATIONS REGARDING IMPACTS TO CITY'S WATER SUPPLY

Continue Implementation of Conservation Measures

As indicated in Table 4 and Table 5, the average City EQR in 2018 is consuming an estimated average of 368 gallons of water per day during the non-irrigation season compared to a national average of 350 gallons per day. In previous years, metered effluent flow data from the City's water storage tank was indicating the average City EQR was consuming an average of 480 gallons of water per day.

Over the past few years the City has been working to fix leaks in the distribution system. Comparisons of 2017 and 2018 water use data suggests this leak repair has helped the City conserve water, and stresses the importance of continuing ongoing activities to detect and repair leaks in the distribution system.

Other conservation measures the City is or could consider enacting in an effort to conserve more water include:

• Water Meter Installation: The City's public works director has expressed interest in installing water meters at all service taps in the City. Successful implementation of a metering program is anticipated to reduce water demands on the City's system by 10 percent to 30 percent⁴. Benefits of water meter installation include:

⁴2003 City of Ouray Water Distribution Master Plan

- o Easier identification of unknown sources of leakage in a distribution system, which can help better prioritize capital improvement projects.
- o Provides important data about the ultimate water end use which can help support more targeted conservation and efficiency projects.
- o Provides the utility provider a better understanding of system operations and variable use patterns.
- o Creates a heightened water use awareness at the customer level by providing customers with an idea how much water they are actually consuming. This knowledge provides a critical first step towards reducing customer water waste.
- Public Education and Outreach: As discussed in the City's existing Water Efficiency Plan, through public education, outreach, and leading by example, the City will create awareness amongst the public of the importance of water conservation and support for water efficiency activities. Studies indicate that educational measures can reduce individual water use by up to 5 percent. Indications for the success of this goal include public support for funding and implementation of the proposed efficiency activities.

Continue Development of a Non-Potable Water Supply System

As mentioned previously, it is WWE understanding the City is in the process of exploring development of a non-potable water supply system via their Weehawken Creek water right and or Oak Creek water right to meet the demands of the ice park and the hydropower plant. WWE recommends the City continue to explore development of a non-potable water supply system, as this will help alleviate the demands these facilities currently place on the City's potable water supply.

CONSIDERATIONS FOR GEOTHERMAL IMPACTS

On page 4 of the Revised Twin Peaks Water Study states the "Twin Peaks Lodge currently exercises non-consumptive rights to two separate geothermal sources." The Revised Twin Peaks Water Study goes on to describe the use of 35 gallons per minute from the Manganese Mine Spring and all of the available flow from the Crystal Court Spring.

Based on a review of the lease agreement between the City of Ouray and the Madura's dated December 1989, it is WWE's understanding that previous owners of the Twin Peaks Lodge have a 99-year lease from the City for the first 35 gallons per minute of the Manganese Mine Spring. WWE is not able to opine if the lease was transferred or conveyed to the current owners of the Twin Peaks Lodge.

WWE did not see a water right decree or deed for the Crystal Court Spring or a portion of the Radium Ditch 222 provided with the Revised Twin Peaks Water Study.

In addition, WWE is unaware of how the lease of the first 35 gallons per minute of the Manganese Mine Spring relates to the continued use and diversion from the Crystal Court Spring under the settlement documents for the OX-2 and OX-6 wells.

Since these items are legal in nature, WWE recommends verification and review by the Masters & Viner, P.C.

OVERALL CONCLUSIONS REGARDING TWIN PEAKS HOTEL EXPANSION

In summary, the Twin Peaks Hotel Expansion Project will increase demands on the City's existing physically available water supply. Based on the water supply and demand data available from the City to date, and through the continued implementation of water conservations measures, it appears the City will be able to incorporate additional demands from the Twin Peaks Hotel Expansion Project and future development within the City's service area.

With regards to potential geothermal impacts as a result of the Twin Peak Hotel Expansion Project, WWE recommends verification and review by the Masters & Viner, P.C. on the following:

- 1. Verify if the current Owners of the Twin Peak Lodge are predecessors to Madura's lease of the 35 gallons per minute of the Manganese Mine Spring,
- 2. Verify if the current Owners of the Twin Peaks Lodge own the share of the Radium Ditch 222 water or a separate decree that would allow for the continued use of the Crystal Court Spring.
- 3. Verify how the use of the Crystal Court Springs by Twin Peaks Lodge potentially affect the lease of the Manganese Mine Spring under the agreements associated with OX-2 and OX-6 Wells.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

Peter R. Foster, P.E.

Vice-President

Haves A. Venhart, P.E.

Associate Water Resources Engineer

Attachments:

Table 1. Twin Peaks Hot Spring and Hotel Existing Demands

Table 2. Twin Peaks Hot Spring and Hotel Future Demands

Table 3. Twin Peaks Hot Spring and Hotel Increased Demands

Table 4. Summary of Excess or Deficit Water Diversion Under Average Flow Conditions

Table 5. Summary of Excess or Deficit Water Diversion Under 2002 Low Flow Conditions

Chris Hawkins, AICP December 6, 2018 Page 8

Cc:

Katie Sickles, City of Ouray Joe Coleman, City of Ouray

Table 1 Twin Peaks Hot Springs and Hotel Existing Demands

Existing Indoor and Pool Demands Summary

Demand Unit Description	Units	City of Ouray Municipal Code			CPHDE Compar	rison	
Demand Only Description	Ullits	EQR per Unit	GPD per Unit	Total EQR's	Total GPD	CDPHE GPD per Unit	Total GPD
Existing Indoor Demands							
Hotel Room	53	0.19	66.5	10.07	3525	75	3975
Manager Unit	1	1	350	1.00	350	300	300
Public Washing Machine	3	0.25	87.5	0.75	263	19.5	58.5
Food Service (first 20 seats)	20	2	700	2.00	700	30	600
Food Service (every additional 10 seats)	13	0.6	210	0.78	273	30	390
			Subtotal	14.60	5110		5324
		Subto	tals per Room	0.28	96		100
Existing Pool Demands 1							
Pool (per 1000 gallons)	20000	0.05	17.5	1.00	350	Not Applicable	
	-	Annual Tot		365	127750	Not Applicab	ıe

Existing Irrigation Demands Summary

Month	Days in Month	Irrigation Demand by Month ²	Gallons per Day	Gallons per Month
May	31	13%	988	30618
June	30	26%	2101	63039
July	31	26%	2017	62531
August	31	20%	1551	48088
September	30	13%	1098	32929
October	31	3%	219	6794
Irrigation Season Total				

Notes: Equivalent Residential Unit (EQR) =

350 gallons per day

GPD = Gallons per Day

Total Existing Annual Irrigation Demand = 244000 gallons

Pool demands associated with evaporation were not varied by month. This is a conservative approach since

Table 2
Twin Peaks Hot Springs and Hotel Future Demands

Future Indoor and Pool Demands Summary

Demand Unit Description	Units	EQR per Unit	GPD per Unit	Total EQR's	Total GPD	
Existing Indoor Demands						
Hotel Room	148	0.19	66.5	28.12	9842	
Hotel Room with Kitchen	24	0.03	10.5	0.72	252	
Manager Unit	1	1	350	1.00	350	
Public Washing Machine	4	0.25	87.5	1.00	350	
Food Service (first 20 seats)	20	2	700	2.00	700	
Food Service (every additional 10 seats)	103	0.6	210	6.18	2163	
			Subtotal	39.02	13657	
			Subtotal per Room	0.26	92	
Future Pool Demands ¹						
Pool (per 1000 gallons) ²	74783	0.09	32	6.91	2418	
			Annual Total	2521	882500	

Future Irrigation Demands Summary

Month	Days in Month	Irrigation Demand By Month ³	Gallons per Day	Gallons per Month
May	31	13%	1599	49567
June	30	26%	3402	102051
July	31	26%	3265	101228
August	31	20%	2511	77848
September	30	13%	1777	53308
October	31	3%	355	10998
-	395000			

Notes:

Equivalent Residential Unit (EQR) =

350 gallons per day

GPD = Gallons per Day

Total Future Annual Irrigation Demand =

395000 gallons

¹Pool demands associated with evaporation were not varied by month. This is a conservative approach since evaporation rates are less in the winter. During the winter season, Weehawken Spring produces less water supply to the City when compared to the summer season.

²A Unit EQR Value of 0.09 per 1000 gallons was calculated based on actual anticipated pool demands from the Revised Twin Peaks Hotel Expansion Water Study

³City of Ouray Augmentation Plan - Case no. 2013CW3072

Table 3
Twin Peaks Hot Springs and Hotel Increased Demands
Summary

	Summary .					
Month	Existing Hotel Demands Proposed Hotel Demands		Increase Dem			
	GPD	GPD	GPD	CFS		
January	5460	16075	10615	0.02		
February	5460	16075	10615	0.02		
March	5460	16075	10615	0.02		
April	5460	16075	10615	0.02		
May	6448	17674	11226	0.02		
June	7561	19477	11915	0.02		
July	7477	19340	11863	0.02		
August	7011	18586	11575	0.02		
September	6558	17852	11294	0.02		
October	5679	16430	10750	0.02		
November	5460	16075	10615	0.02		
December	5460	16075	10615	0.02		

Notes:

GPD = Gallons per Day

CFS = Cubic Feet per Second

Table 4
Summary of Excess or Deficit Water Diversion Under Average Flow Conditions

Month	Average Daily Total Water Available (1995-2010) (CFS)	Average Daily Municipal Diversions 2018		Additional Twin Peaks Hotel Demands (CFS)	Excess (+) or Deficit (-) Water Available (CFS)
WIOTILIT	Available (1995-2010) (CF3)	CFS	GPD/EQR	noter bemands (CF3)	Water Available (CF3)
	[1]	[2]	[3]	[4]	[7]
January	1.57	0.76	366	0.02	0.79
February	1.34	0.76	363	0.02	0.56
March	1.56	0.79	379	0.02	0.76
April	2.16	0.75	358	0.02	1.40
May	3.81	1.18	566	0.02	2.61
June	3.87	1.47	703	0.02	2.38
July	3.48	1.46	697	0.02	2.00
August	2.89	1.32	629	0.02	1.56
September	2.45	1.20	575	0.02	1.23
October	2.29	0.87	416	0.02	1.40
November	1.66	0.78	373	0.02	0.87
December	1.54	0.77	367	0.02	0.75
_	Average Annual =				

Column Notes / Comments:

[5]: [5] = [1] - [2] - [4]

^{[1]:} Average daily water into storage tanks by month reported by City of Ouray totalizing flow meter during the time period 1995 to 2010. Data from 2011 to 2015 has multiple data gaps, or questionable data periods and was not included. Influent flow data from 2016 through 2018 has not yet been through the data QC process and has not been included at this time.

^{[2]:} Average daily water tank effluent by month to distribution reported by City of Ouray totalizing flow meter during 2017 and 2018 (municipal use only, does not include lice Park or Hydropower). December value is from 2017, January through November value are from 2018. December value is estimated as average of January, February, and November 2018 values.

^{[3]:} Total of 1,350.89 EQR's reported by the City of Ouray in 2017. Provided via email by City of Ouray Public Works File name: 2018 02 12 Water EQR List.pdf ([3] = [2] / 1350.89)

^{[4]:} Estimated Increase in Twin Peaks Hotel Demands from Revised Water Usage Study for the Twin Peaks Hot Springs and Hotel Expansion Report.

Table 5
Summary of Excess or Deficit Water Diversion Under 2002 Low Flow Conditions

Month	Average Daily Total Water Available in 2002 (CFS)	Diversions 2018		Additional Twin Peaks Hotel Demands (CFS)	Excess (+) or Deficit (-) Water Available (CFS)
WOITH	Available III 2002 (CF3)	CFS	GPD/EQR	Hotel Demands (CF3)	Water Available (CF3)
	[1]	[2]	[3]	[4]	[5]
January	1.16	0.76	366	0.02	0.38
February	1.23	0.76	363	0.02	0.46
March	1.25	0.79	379	0.02	0.44
April	2.22	0.75	358	0.02	1.45
May	3.20	1.18	566	0.02	2.00
June	3.14	1.47	703	0.02	1.66
July	2.46	1.46	697	0.02	0.99
August	2.09	1.32	629	0.02	0.76
September	2.28	1.20	575	0.02	1.06
October	1.95	0.87	416	0.02	1.06
November	1.46	0.78	373	0.02	0.67
December	1.27	0.77	367	0.02	0.48
		·		Average Annual =	0.95

Column Notes / Comments:

- [1]: Average daily water into storage tanks by month reported by City of Ouray totalizing flow meter during 2002.
- [2]: Average daily water tank effluent by month to distribution reported by City of Ouray totalizing flow meter during 2017 and 2018 (municipal use only, does not include lice Park or Hydropower). December value is from 2017, January through November value are from 2018. December value is estimated as average of January, February, and November 2018 values.
- [3]: Total of 1,350.89 EQR's reported by the City of Ouray in 2017. Provided via email by City of Ouray Public Works File name: 2018 02 12 Water EQR List.pdf ([3] = [2] / 1350.89)
- [4]: Estimated Increase in Twin Peaks Hotel Demands from Revised Water Usage Study for the Twin Peaks Hot Springs and Hotel Expansion Report.

[5]: [5] = [1] - [2] - [4]

TWIN PEAKS PLANNED UNIT DEVELOPMENT IMPROVEMENT AGREEMENT

THIS AGREEMENT ("Agreement"), dated and made effective as of	, 2019 ("Effective
Date"), is entered into by and between the City of Ouray, Colorado, a Colorado Home	Rule Municipality
("City") and Hinkson Hein Holdings, LLC ("Owner"). City and Owner are sometime	es each individually
referred to as a "Party" and sometimes collectively as the "Parties". The Agreement	concerns real
property legally described as Blk. 2, Lots 1-24, City of Ouray; Lots 1A-6A of the Shoo	deen Replat (West
½ of Blk. 3, Lots 1-12) [Need to replace with new legal descriptions for the required relations for the required relations for the required relationship in the r	eplats that vacate
all interior property lines] ("Property")	

DEFINITIONS

Unless otherwise provided for herein, all capitalized but undefined terms used in this Agreement shall have the meanings set forth in the City of Ouray Land Use and Development Code ("OLUC"). In addition, the Parties acknowledge and agree to the following definitions ("Definitions") and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

- A. "Applications" shall collectively mean the various land use applications, including plans, drawings, specification, narratives, reports, studies and other materials prepared by Owner and submitted to the City concerning the development of the Project on the Property, inclusive of: (1) Planned Unit Development pursuant to OLUC Section 7-8 ("PUD"); (2) the subdivision of the Property to vacate interior lot lines and provide for the overall development per the Agreement pursuant to OLUC Section 7-7 ("Subdivision"); (3) a Site Development Permit pursuant to Section 7-4 of the OLUC ("Site Development Permit"); (4) extended vested rights pursuant to OLUC Section 7-9 ("Vested Property Right"); and (4) a conditional use permit pursuant to OLUC Section 7-5-F to allow for the rental of ATV and UTV, and similar tourist oriented rentals ("Conditional Use Permit").
- B. "City Council" shall mean the City of Ouray, Colorado City Council.
- C. "City Approvals" shall mean those certain land use entitlement approvals concerning the Property and the Project that have been granted by the City for the Applications.
- D. "Final PUD Plan Set" shall mean the final plans, drawings and specifications for the Property and Project that have been approved by the Planning Commission and the City Council, as reflected in the City Council resolution approving the final PUD, which plans, drawings and specifications consist of each of the documents are listed and described on attached Exhibit "A".
- E. "**Hotel Uses**" shall mean the use and operation of a hotel that are owned by one entity and operated as a hotel to the general public with room rentals for periods of less than 30 days.
- F. "OLUC" shall mean the City of Ouray Land Use and Development Code adopted by the City, as amended through the Effective Date.

G.	"North Site" refers to the development of property that is legally of	described as
	as recorded at Reception Number	

Н.	"Official Records" shall mean the Official Records of the Clerk and Recorder for Ouray County, Colorado.
I.	"Planning Commission" shall mean the City of Ouray Planning Commission
J.	" Project " shall mean the redevelopment and development for the Property as provided for in the Applications, the Approving Resolution and this Agreement.
K.	"South Site" refers to the development of property that is legally described as as recorded at Reception Number
	RECITALS
A.	The Parties acknowledge and agree to the following recitals (" Recitals ") and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.
B.	Owner is the current, fee simple owner of the Property.
C.	Owner submitted the Application to the City, which was reviewed and considered by the City in accordance with applicable law, including but not limited to the OLUC.
D.	At a duly noticed and conducted public meeting on April 17, 2018, the Planning Commission unanimously passed a motion recommending the City Council approve the Sketch PUD subject to conditions.
E.	At a duly noticed and conducted public meeting on December 17, 2018, the City Council approved the Sketch PUD subject to conditions.
F.	At a duly noticed and conducted public meeting on February 12, 2019, the Planning Commission unanimously passed a motion recommending the City Council approve the Preliminary PUD subject to conditions.
G.	At a duly noticed and conducted public meeting on April 22, 2019, the City Council the Preliminary PUD.
Н.	At a duly noticed and conducted public meeting on, 2019, the Planning Commission unanimously passed a motion recommending the City Council the Final PUD.
I.	At a duly noticed and conducted public meeting on, 2019 the City Council Resolution Number approving Final PUD Application
	("Approving Resolution").
J.	The Planning Commission and City Council found that the Applications met the PUD criteria for decision set forth in OLUC as set forth in the Approving Resolution.
K.	The Preliminary PUD public hearings referred to above were preceded by publication of public notice of such hearing(s) on such dates and/or dates from which such hearings were continued in

the Plaindealer and by posting the Property, posting the agendas, and mailing of public notice to

property owners located within three hundred feet (300') of the Property, as required by the OLUC and State Statutes.

AGREEMENTS AND CONSIDERATION

NOW THEREFORE, in consideration of the foregoing Recitals and Definitions, which are incorporated into this Agreement and the mutual agreements, obligations and promises set forth below and in further consideration of the City's final approval of the Applications for the Project upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by Owner and the mutual obligations and promises set forth below, the receipt and sufficiency of which consideration is hereby acknowledged, the Owner and the City covenant and agree as follows:

1. **General Provisions**

- A. This Agreement establishes the land uses and density that shall be permitted within the Property, a general development plan, development standards and conditions that must be adhered to by Owner. This Agreement also specifies improvements that must be made, and conditions, which must be fulfilled in conjunction with the development of the Property. Where this Agreement does not address a specific development standard or requirement of the City, the provisions of the OLUC, the City of Ouray Municipal Code or Charter shall apply. Where this Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede the provisions of the OLUC. In all cases the provisions of the Charter shall supersede the provisions of the Agreement.
- B. Development of the Property shall be completed in accordance with the Final PUD Plan Set.

2. **Permitted Uses and Density**

A. The permitted uses and maximum density for the Property are set forth in Table 1 and Table 2, respectively. The, developed in accordance with the Final PUD Plans.

Table 1. Permitted Uses

Building	South Site	North Site
Building A	Hotel Uses, including hotel units, hotel	NA
	lobby/front desk, caretaker unit,	
	restaurant and bar, and spa	
Building B	Hotel units and conference space	NA
Building C	Hotel units	NA
Building D	NA	Hotel units
Other	Pool amenity area for hotel guests; gift	Lobby Area
Permitted	shop for hotel guest; sanitarium	
Uses	redevelopment; laundry for lodging	
	operations in the Property; outdoor	
	dining; and rental of ATV, UTV, jeep,	
	bicycles and other tourist recreational	
	equipment or vehicles.	

 Table 2. Density (Not Including Accessory Hotel Uses Permitted in Table 1 Above)

<u> </u>				
	South Site	North Site	Total for Property	
Existing Built Density	54 hotel units			
New Density	30 hotel units	64 hotel units		
Total Hotel Units	84 hotel units	64 hotel units	148 hotel units	
Caretaker Unit	1 unit	NA	1 caretaker unit	
Restaurant/Bar	3,000 sq. ft.	NA	3,000 sq. ft.	

B. The North Site may be sold off separately from the South Site to be operated as a freestanding hotel within the boundaries of the PUD provided it provides all the required hotel operational components on-site, including but not limited to a lobby/guest registration; housekeeping; trash disposal/recycling; and laundry services which may be provided by an outside vendor.

3. Other Dimensional Standards

Development within the Property shall comply with the dimensional limitations set forth in Table 3.

Table 3. Dimensional Standards

Requirement	Zone District Standards	PUD Standard
South Site		
Building A		
Setbacks		
Front (North)	Avg. of the existing setbacks on	0 feet (Existing)
	the block front or 15 feet	
	whichever is less	
Rear (South)		Approx. 158 feet
Side (East)	5 feet	0 feet (Existing)
Side (West)	5 feet	Approx. 220 feet
Roof Eaves	Extend no more than 1 foot into	0 feet (Existing)
	the required setback	
Maximum Floor Area	10,650 sq. ft.	15,357 sq. ft. ¹
Building Height	35'	40.4' (USGS elevation of 7814.4')
Building B + Sanitarium		
Setbacks		
Front (North)	Avg. of the existing setbacks on	Approx. 153'
	the block front or 15 feet	
	whichever is less	
Rear (South)	5 feet	48'
Side (East)	5 feet	8.5'
Side (West)	5 feet	24'
Roof Eaves	Extend no more than 1 foot into	Roof Eaves are located outside setbacks
	the required setback	
Maximum Floor Area	10,650 sq. ft.	72,128 sq. ft.
Building Height	35	40.1' (main) USGS of 7815.5'
		49.4' (tower) USGS of 7824.75'

¹ Bldg. A includes solarium, restaurant/bar, spa, caretaker unit and breakfast room as a part of overall building.

able 3. Dimensional Standards (Continued) Requirement Zone District Standards PUD Standard			
Requirement	Zone District Standards	PUD Standard	
South Site (Continued)			
Building C			
Setbacks			
Front (North)	Avg. of the existing setbacks on	0 feet (Existing)	
	the block front or 15 feet		
D (C 1)	whichever is less	120.6	
Rear (South)		Approx. 130 feet	
Side (East)		Approx. 270 feet	
Side (West)		0 feet (Existing)	
Roof Eaves	Extend no more than 1 foot into the required setback	0 feet (Existing)	
Maximum Floor Area	10,650 sq. ft.	9,150 sq. ft.	
Building Height	35'	35' with redevelopment	
<u> </u>	2.015 ac; 87,773.4 sq. ft./790 =	84 units	
	111 units		
Max. Bldg. Site Coverage	50%	38%	
Max. Site Coverage	80%	71.1%	
Parking	1 space per lodge unit	84 spaces	
	2 spaces for caretaker unit	2 off-site, on-street spaces	
	Total Required On-site Parking	84 spaces	
	Total Provided On-Site Parking	82 spaces	
PUD Open Space	20% of 87,385 = 17,477 sq. ft.	28.9%: 25,250 sq. ft.	
NORTH SITE			
Building D			
Setbacks			
Front (West)	Average of the existing	26 feet	
,	setbacks on the block front or		
	15 feet whichever is less		
Rear (East)		34'-1"	
Side (North)	5 feet	5' to Building	
Side (South		65'-10"	
`	Extend no more than 1 foot into	Roof extends 4' into the 5' setback	
	the required five foot setback		
Maximum Floor Area	10,650 sq. ft.	60,610 sq. ft.	
Building Height	35	42' (USGS 7796')	
Max. Lodging Unit	42,600 sq. ft./790 = 53.9 units	64 units (10.1 units from South Site)	
Density	-	,	
Max. Bldg. Site Coverage		38%	
Max. Site Coverage	80%	75%: 10,596 sq. ft.	
Parking	1 space per lodge unit	64 spaces	
	Total Provided Parking	64 spaces	
PUD Open Space	20% of $42,640 = 8,528$ sq. ft.	25.7%: 10,992 sq. ft.	
PUD Total Open Space	20% of $130,025 = 26,005$ sq. ft.	36,242 = 27.8% open space	

4. **OLUC Variations**

Table 4 sets forth the PUD approved variations as allowed by OLUC Section 7-8-D based on a determination that such variations promote the public health, safety and welfare due to the community benefits set forth in Section 5 of this Agreement.

Table 4. OLUC Variations

Building	OLUC Section Number	OLUC Standard	Requested Variation	Variation
Building A	7-5-E(4)(e)(ii)(1)	Front (north) setback that is the average of the existing block front or 15', whichever is less	0' with existing Bld. A actually encroaching onto the Third Ave. Right-of-way	5'
Building A	7-5-E(4)(e)(ii)(2)	5' side (east) setback	0' for new glass solarium and existing Breakfast Room/Bar	5'
Building A	7-5-E(4)(e)(ii)(4)	Roof eaves cannot extend more than 1' into setbacks	0' for glass solarium and existing Breakfast Room/Bar	1'+
Building A	7-5- E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. A is proposed with approx. 15,357 sq. ft.	+ 4,707 sq. ft.
Building A	Table 7-5-D(4)	Maximum height of building 35'	40.4'	+ 5.4'
Building A	7-5-E			
Building B	7-5- E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. B is proposed with approx. 72,128 sq. ft.	61,478 sq. ft.
Building B	Table 7-5-D(f)(i)	Two off-street parking spaces are required for the caretaker unit.	Two on-street parking areas	On-street parking
Building C	7-5-E(4)(e)(ii)(1)	Front setback (north) that is the average of the existing block front or 15', whichever is less	0 foot north front setback as built today	15'
Building C	7-5-E(4)(e)(ii)(2)	5' side setback	0 foot west side setback as built today with encroachment onto property to the west	5'
Building D	7-5-E(4)(e)(ii)(4)	Roof eaves cannot extend more than 1' into setbacks	Roof eave extends into the side north setback by 4'	4'
Building D	7-5- E(4)(e)(iii)(2)(B)	Maximum floor area of 10,650 feet	Bldg. D is proposed with approx. 60,580 sq. ft.	+ 49,930 sq. ft.
Building D	Table 7-5-D	Lodging Unit density = 790 sq. ft. per unit = 54 units	64 units are proposed	+ 10 units if North Site only; both sites are - 17 units

Building D	Table 7-5-D	Maximum height of 35'	41'-6"	+ 6.5'

5. Assurance of Innovative Development Plan and Compliance with PUD Criteria

- A. <u>Provision of Innovative Plan.</u> Owner agrees to construct or provide the following improvements and community benefits to assure an innovative development plan; and the enhancement of the public health, safety and welfare in accordance with the OLUC PUD Regulations:
 - i. The PUD plan is better than the development that would be seen under the R-2 Zone District, with substantially more open space, clustering of building massing, less site coverage, decreased visual impacts from surface parking due to garage parking, and increased landscape buffering. The development of the Property shall provide for 27.8% open space and landscaping for the South Site and North Site as provided for on the Final PUD Plan Set which is only possible through the provision of underground parking in the garages; and the City approval for larger building size floor areas and higher building heights.
 - ii. The impervious areas of the pool amenity area provide for open space active and passive uses since they are landscaped with large areas of water.
 - iii. The PUD plan is better than the development that would be seen under the R-2 Zone District, with substantially more open space, clustering of building massing, less site coverage, decreased visual impacts from surface parking due to garage parking, and increased landscape buffering.
 - iv. The provision of economic and tourism development through the development of the PUD.
 - v. The redevelopment and significant improvement of an aging hotel property with a modern double-loaded corridor hotel with interior access that improves guest security and improves the hotel's efficiency.
 - vi. The construction and use of the caretaker unit for managing and maintaining the Property. The caretaker unit shall be provided as shown on the Final PUD Plan Set.
 - vii. The Owner shall provide the public improvements as set forth in Table 5:

Table 5. PUD Public Improvements [Timing and triggers will be developed before the Final PUD Review]

	Improvement As Shown on Final PUD Plan Set Timing/Trigger to Provide		
a.	Alley improvements to include valley pan and pavement;		
b.	Sidewalk to be installed between the alley and 2 nd street;		
c.	Removal of two overhead power lines in Alley and undergrounding utilities;		
d.	All over head utilities to be put under ground from ally to Second Street and from alley to First Street;		
e.	Major tax base increase to the City and County;		

f.	Create public conference/meeting space to attract broader tourist base and expand the tourism season;	
g.	Gray water recovery/ recycling system;	
h.	Encroachment of street improvements and drainage on north west corner of Subject Property to be deeded to the city; and	
i.	Installation of all new dark sky compliant street lights on both sides of the street between 2 nd street and 1 st street.	

6. **On-Street Parking**

- A. The caretaker unit on the Property were established prior to the City requiring development to provided off-street parking. The current caretaker unit is therefore a legal nonconforming use of the Property and no off-street parking is required.
- B. The caretaker unit on-street parking shall not be reserved and is available to the general public at any time in accordance with City parking regulations and parking laws.
- C. The Owner shall defend and hold the City harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from vehicular on-street parking for the Hotel Uses and caretaker unit including any damage caused by snow plowing or other street maintenance.

7. Removal of Encroachments

A. The encroachments into the public rights-of-way and private property shall be removed as provided for in Table 6.

Table 6. Right-of-Way Encroachment Removal [Timing and triggers will be developed before the Final PUD Review]

1 1110	I mai i Ob Review]			
En	croachment as Shown on Final PUD Plan Set	Timing/Trigger to Remove		
a.	Front Office Fence onto the Third Avenue Right-of-Way Street [Applicant is requesting to purchase the impacted right-of-way from the City]			
b.	Water Feature/Retaining Wall on the South Site on 2 nd Street [Applicant is requesting to purchase the impacted right-of-way from the City]			
c.	Storage Area, Fence and Current Hotel Building on 2 nd Street			
d.	Trash Compactor on 2 nd Street [Applicant is requesting to purchase the impacted right-of-way from the City]			
e.	Building C Encroachment onto Box Canyon Lodge property			

B. The Owner shall enter into an encroachment agreement for Building C with the Box Canyon Lodge property owner to allow for the ongoing use of the building encroachment until Building C is redeveloped and built within the Property. This encroachment

agreement shall be provided prior to the first development within the PUD after the Effective Date.

2. PUD Private Open Space

- A. The Owner shall provide for 27.8% private open space as shown on the Final PUD Plan Set.
- B. The Owner shall provide for the pool amenity area that acts as open space for the overall PUD.
- C. The private open space area shall and pool amenity area shall be owned and maintained by the Owner of the Property.

8. **Design Standards**

[This section to be developed with any Final PUD.]

9. **Phasing**

[This section to be developed with any Final PUD.]

10. Vested Property Rights

[This section to be developed with any Final PUD and tied to phasing.]

11. **Geologic Hazard Mitigation**

[This section to be developed with any Final PUD.]

12. **Subdivision**

[This section to be developed with any Final PUD and tied to phasing]

13. <u>Miscellaneo</u>us.

- A. **Recording.** This Agreement will be recorded in the Official Records.
- B. <u>Default. Notice and Cure.</u> In all instances under this Agreement, at such time as a Party ("Claiming Party") claims that any other Party ("Responding Party") has violated or breached any of the terms, conditions or provisions of this Agreement ("Default"), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice ("Notice of Default") claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which notice shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps ("Cure Events") that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe, not less than ten days for a monetary default and not less than thirty days for a non-monetary default (unless emergency circumstances require a shorter response time), within which time the alleged violation should be cured ("Cure Completion Date").

- C. Remedies for Breach or Default. In the event Owner should fail to perform or adhere to its obligations as set forth herein, or fail to meet specified performance timelines, the City shall have the following remedies against the Owner, or its successors and assigns, which remedies are cumulative and non-exclusive and which may be exercised after the provision of written notice stating that Owner is in breach, the specific steps required to cure the breach and a reasonable timeframe within which to cure the breach:
 - 1. Specific performance;
 - 2. Injunctive relief, both mandatory and or prohibitory;
 - 3. Withdrawal or cancellation of PUD approval;
 - 4. Injunction prohibiting the transfer or sale of any lot or unit created under the PUD approval;
 - 5. Denial, withholding, or cancellation of any building permit, certificate of occupancy or any other authorization authorizing or implementing the development of the Property and/or any structure or improvement to be constructed on the Property; or
 - 6. The City shall have enforcement powers for violations of this Agreement as if they are violations of the LUO including the power to assess fines and penalties as set forth in the LUO.
- D. Governing Law. Costs and Expenses. This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray County, Colorado. In addition to the remedies of the City pursuant to Section 3.3, a Party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the Parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys' fees and expert witness fees, costs and expenses.
- E. <u>Indemnity</u>. The Owner shall defend and hold the City harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and attorney's fees that may arise out of or result directly or indirectly from the Owner's actions or omissions in connection with this Agreement, including but not limited to Owner's improper design or construction of the Public Improvements required thereunder, or Owner's failure to construct or complete the same.
- F. <u>Binding Effect</u>. This Agreement shall extend to, inure to the benefit of, and be binding upon the City and its successors and assigns and upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the City and the Owner (subsequent transferee owners' consent to modification(s) or release(s) shall not be required unless the modification(s) directly limit or restrict the zoning or development rights awarded to a subsequent transferee owner's specific lot); or (b) expiration of the term hereof.
- G. <u>Parties Representations</u>. In entering into this Agreement, the Parties acknowledge and agree and represent and warrant to each other as follows: (a) that they will perform their duties and obligations in a commercially reasonable and good faith manner and that this

commitment is being relied upon by each other Party; (b) that parties will promptly provide a response to a notice when required, the response will be provided within the timeframe established and if no timeframe is stated, it shall be deemed to be 30 days and the failure to timely provide a response shall be deemed to be an approval; (c) that the Party is a duly qualified and existing entity, capable of doing business in the state of Colorado; and (d) that the Party has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of the Party and the person signing below is duly authorized and empowered to execute this Agreement.

- H. Severability and Further Assurances. If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.
- I. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.
- J. <u>Modifications and Waiver</u>. No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.
- K. <u>Counterparts and Facsimile Copies</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.
- L. <u>Notice.</u> All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by Fax, Email or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party, at the below stated mailing address, email address or fax number. The mailing address, email address or fax number to which any notice, demand or writing may be changed by sending written notice to each party notifying the party of the change.

City:	Owner:
City of Ouray	Hinkson Hein Holdings, LLC
Attention: City Administrator	Attention:, Manager
P.O. Box 468	Craig E Hinkson, Managing Member
Ouray, CO 81427	215 5th Avenue
administrator@cityofouray.com	Ouray, Colorado 81427
(970) 325-7212 (fax)	cehinkson@yahoo.com (970) 318-1422]
	_
With a Copy to:	With copy to:

- M. <u>Exhibits and Attachments</u>. All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.
- N. Rights of Lenders. The City is aware that financing for acquisition, development and/or construction of the Project may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Owner under this Agreement, the City shall provide notice of such event of default, at the same time notice is provided to Owner, to any lender previously identified in writing to the City pursuant to Paragraph 13.14. If such lenders are permitted, under the terms of the agreement with Owner to cure the event of default and/or to assume Owner's position with respect to this Agreement, the City agrees to recognize such rights of such lenders and to otherwise permit such lenders to assume all of the rights and obligations to Owner under this Agreement, including without limitation, the rights to the collateral described hereinabove.
- **O.** <u>Term of Agreement.</u> This PUD Agreement shall remain valid unless it is amended or revoked by the City.

P. Amendments.

- A. Amendments to the provisions of this Agreement shall be received and acted upon as a subject to any applicable City's procedures and to the requirement for findings under the Planned Unit Development Act of 1972 at C.R.S. 24-67-106(3)(b) and applicable law, unless such amendment is determined to be minor in nature which may be acted on the Community Development Coordinator in consultation with the City Administrator.
- B. Amendments to the provisions of this PUD Designation may be initiated by, and the applicant on any application for any such amendment may be, any of the following persons or entities (each, a "Permitted Applicant") acting alone or together:
 - 1. the City Council,
 - 2. the Planning Commission,
 - 3. any owner of fee title to any real property ,within the Property on the condition that the owner's real property would be directly affected by such amendment (an "Affected Property Owner"),
 - 4. anyone having written permission from an Affected Property Owner, or
 - 5. a public entity having the power to obtain title to the property through condemnation.

IN WITNESS THEREOF, the Parties have executed this Agreement intending that it become effective as of the Effective Date.

CITY: City of Ouray, Colorado, a Colorado Home Rule Municipality and Political Subdivision of the State of Colorado Glenn Boyd, Mayor Pro Tem By:______, City Administrator STATE OF ______ COUNTY OF _____ Acknowledged, subscribed and sworn to before me this _____ day of ______, 2019 by Glenn Boyd as the Mayor Pro Tem of the City of Ouray. Witness my hand and official seal. My commission expires: ______. Notary Public STATE OF _____ COUNTY OF) Acknowledged, subscribed and sworn to before me this ____ day of _____, 2019 by as the City Administrator of the City of Ouray. Witness my hand and official seal.

Notary Public

My commission expires: ______.

OWNER:

Notary Public