

**AGENDA
OURAY CITY COUNCIL**

June 7, 2021 6pm – Regular Meeting

**IN-PERSON MEETING – ALL PUBLIC WHO WOULD LIKE TO SPEAK SHOULD
ATTEND IN-PERSON
320 6th Ave. – Massard Auditorium**

ZOOM MEETING (FOR LISTENING PURPOSES ONLY)

<https://zoom.us/j/9349389230> Meeting ID: 934 938 9230 Passcode: 491878

Or dial: 408 638 0968 or 669 900 6833

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

Regular Meeting – 6pm

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL
 - a. Introduction of New Hot Springs Pool Manager, Carmen Brashier
 - b. Tourism Advisory Committee (TAC) Future Roles and Responsibilities
 - c. Ouray Ice Park, Inc. (OIPI) End of Season Report and Update [Page 2](#)
 - d. Friends of the Via Ferrata (FOVF) Spring Report and Update [Page 58](#)
5. Approval of Minutes – May 3 and May 17 [Page 59](#)
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION

Glenn Boyd, Ethan Funk, Peggy Lindsey, John Wood, and Greg Nelson
8. DEPARTMENT REPORTS
 - a. City Administrator [Page 71](#)
 - b. Police Chief [Page 73](#)
 - c. Fire Chief [Page 74](#)
 - d. Public Works Director [Page 75](#)
 - e. City Resources Director [Page 77](#)
 - f. Destination Tourism Marketing Report and Cell Phone Application Creation Discussion [Page 79](#)
9. CONSENT AGENDA
 - a. B & B Liquor Permit Renewal – China Clipper B & B [Page 94](#)
 - b. Modification of Liquor Licensed Premise – Friends of the Wright Opera House [Page 95](#)
 - c. Special Events Permit Application – Mountain Air Music, Inc. – Music in the Park, June 24th [Page 98](#)
 - d. Special Events Permit Application – Ouray Volunteer Fire Dept. – Fireman's Ball, July 3rd [Page 99](#)
 - e. Special Events Permit Application – Ouray Volunteer Fire Dept. – Ray Markey's Life Celebration, June 13th [Page 100](#)
10. ACTION ITEMS
 - a. Consideration of A & K Minor Subdivision to create two lots from Parcel # 451725115001 with legal description of Owsianiak Replat Filing No. 2 Lot:23-26 S:25 T:44 R:8 [Page 103](#)
 - b. Consideration of Parcel 2 Hot Springs Subdivision Lot Split to create three lots from Parcel # 451530319002 with legal description of Hot Springs Subdivision Parcel 2 [Page 111](#)
 - c. Consideration of Final Design Engineering Services with JVA, Inc. for the Waste Water Treatment Facility [Page 118](#)
 - d. Consideration of Construction Manager at Risk Agreement with Moltz Construction, Inc. for Design of the Wastewater Treatment Facility [Page 131](#)
11. DISCUSSION ITEM – Future Agenda Items
12. ADJOURNMENT



OURAY ICE PARK

Winter 2020/2021
Post-Season Report

Preamble

To the City Council and Staff of the City of Ouray, Colorado

The Ouray Ice Park, Inc. (OIPI) is pleased to present this 2020/2021 Ouray Ice Park Post Season Report.

OIPI is charged first and foremost with funding, constructing, maintaining and managing the Ouray Ice Park each winter. Our efforts throughout the season focused on ensuring that we maintained our world-class ice climbing venue and provided safe and climbable ice for as long a period of time as weather and water supply allowed. The driving force behind our efforts was to provide this venue — one that is recognized as the **gravitational epicenter of ice climbing in North America** — to ALL our users, including recreational climbers, commercial guiding services and educational entities, and therefore helps to keep our local economy vibrant and thriving during the winter.

This season, with the raging COVID-19 pandemic in full force, we were faced with some unique and daunting challenges. Back in September of 2020, we were all quite skeptical as to whether we would even be able to open the Park, let alone put on the annual Ice Festival. And yet, because of a phenomenal team effort, with so many people going above and beyond the call, the Ouray Ice Park actually **thrived** this season. Some examples:

1. Winter started out with particularly cold night-time temperatures, which allowed us to make good, thick ice on virtually all of the routes in the park. As a result, we had a long season, and we hosted more than 22,000 climbers, an enormous increase over previous years.
2. Park operations have grown significantly more intensive and demanding as the Ice Park has evolved and expanded over the last several years, and as more and more climbers have discovered it. Xander Bianchi did an excellent job as our first Operations Director, managing both the Ice Farmers and Ice Ambassadors. He and Joe Coleman also developed a good working relationship, which made the Park run that much more efficiently.
3. The live streaming of the competition introduced millions of viewers to ice climbing, the Ouray Ice Park, and the City of Ouray. Whether it was the real-time live streaming of the competition that played across four different social media channels, or the post-event TV broadcast of the highlights documentary by Altitude Sports and Outside TV, the City of Ouray was spotlighted in a spectacular light.

4. Even the collapse of the School Room trestle bridge at the end of the season had some positive outcomes. The GoFundMe campaign, which was launched with the support of the State of Colorado and OEDIT, exceeded its goal of \$100,000 in six weeks. And most importantly, the campaign helped to engage more than 1,100 individuals, outdoor industry companies and private foundations to help with the rebuilding efforts. This is a broader base of support than the OIPI has ever received — a record — and it demonstrated the depth and breadth of the community, and their willingness to engage with and support the Park financially.
5. And even after the season was over, Summit Sealants reached out to us to restore the ceiling and the roof of the Powder House. So that unsightly, green tarp, that has covered the Powder House for almost 10 years, will soon be gone. The project turned out to be more complex and time consuming than originally estimated, and extended from one week to two weeks. And still, Steve Berwanger provided his services to the Park on a pro bono basis. One more example of members of the community stepping up to lend a hand.
6. We have reached out to a professor in the Economics Department at Kent State University to conduct a new, comprehensive, season-long Economic Impact Study. Kent State University was the entity that conducted the economic impact study for Leadville, and they were recommended by Colorado OEDIT.
7. As we close our fiscal year, OIPI is in a very good financial position, stronger than in its 26-year history. We will end the year with enough of a surplus to continue operating during the summer and early fall to prepare for the 2021/2022 season. We will begin to execute on most of the Park improvements that were identified by the Ice Farmers and Ambassadors at the end of the season, including improvements to three of the walk-down trails into the Park, as well as enhancements and additions to the signage throughout the Park. We will have the resources to reach out to all of our current sponsors, and solicit new sponsors, during the early summer, when they are building their marketing budgets for 2022. And we will be able to launch our major capital campaign, “Our Water Our Future.”

This report presents more details of the 2020/2021 season as well as our plans for the off-season. We hope that you find it informative and useful. We also hope that this report demonstrates that the Ouray Ice Park, a unique and special City asset, is in good hands, and is being well stewarded by the staff and board of directors, in the interest of the whole community.

Peter O’Neil
Executive Director, OIPI

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 - COVID-19

- **Summary of the Ouray Ice Fest Competition**

 - Collaboration with the UIAA

 - The Comp Director

 - The Athletes

 - The Livestream Broadcast

 - COVID Planning and Execution

 - Spectators, or lack thereof, and "Crowd Control"

 - Phenomenal Collaboration

OURAY ICE PARK 2020-2021

Season Recap



Competition:

TY Athletes - 46
LY Athletes - 30

Live Stream:

Reach: 223 Million
Live & Replay
Views:
165,000

LBP Levels:

Climbing Icon - 16
Route Setter - 5
Lead Climber - 19

2021 Virtual Ouray Ice Festival & Competition:

TY Sponsors - 35
LY Sponsors - 48

Local Business Partnership Program:

TY LBPs - 31
LY LBPs - 49

Instagram Followers

TY - 13,919
LY - 10,989

Email:

Subscribers
TY - 4,853
LY - 4,257

Website:

Pageviews
TY - 113,455
LY - 84,418

2020-2021 Ouray Ice Park Facts & Figures

Social Media:

Total Reach
TY - 114,389
LY - 40,004

YouTube Views

TY - 37,726
LY - 105

Facebook Followers

TY - 16,804
LY - 15,100

Concessionaire:

TY CGOs - 13
LY CGOs - 10

OIP Staff: 12
OIPI Board: 6

Membership Program:

TY Members - 427
LY Members - 544

New Entrants:

Basecamp Ouray
Rock Ski Alpine Guides
Certified Guides Cooperative
Mobius Mountaineering

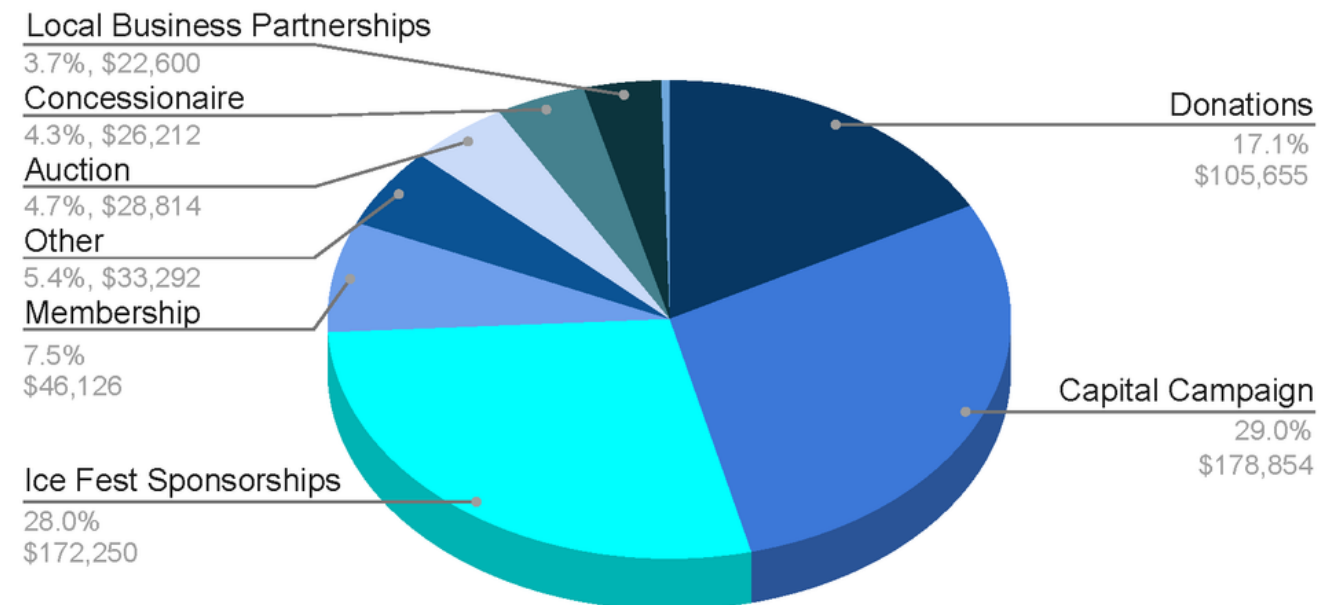
Returning
Staff: 7
New Staff: 5

Membership Levels:

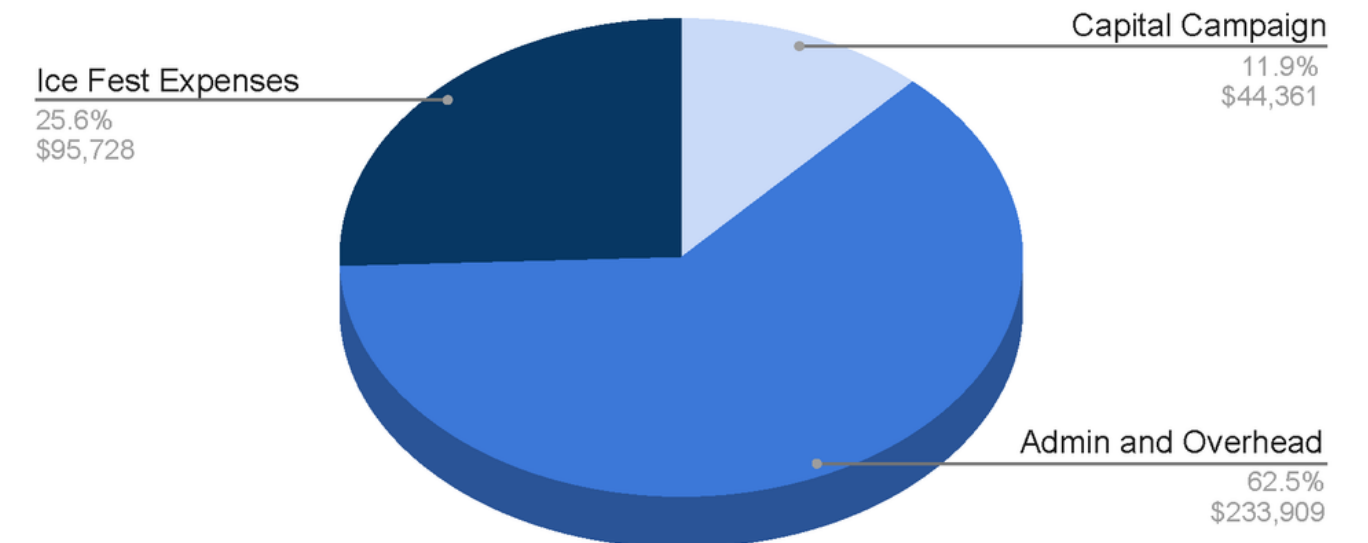
Basic - 343
Pro - 72
Ambassador - 10
Legacy - 2

FINANCIAL HIGHLIGHTS

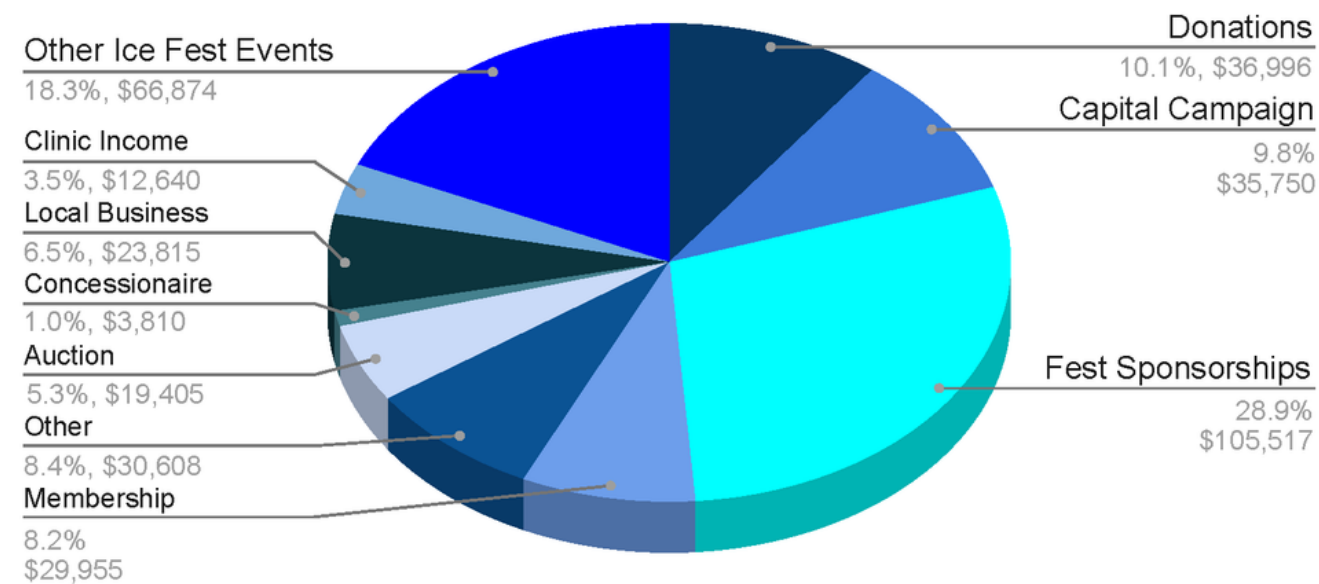
Revenue 2021



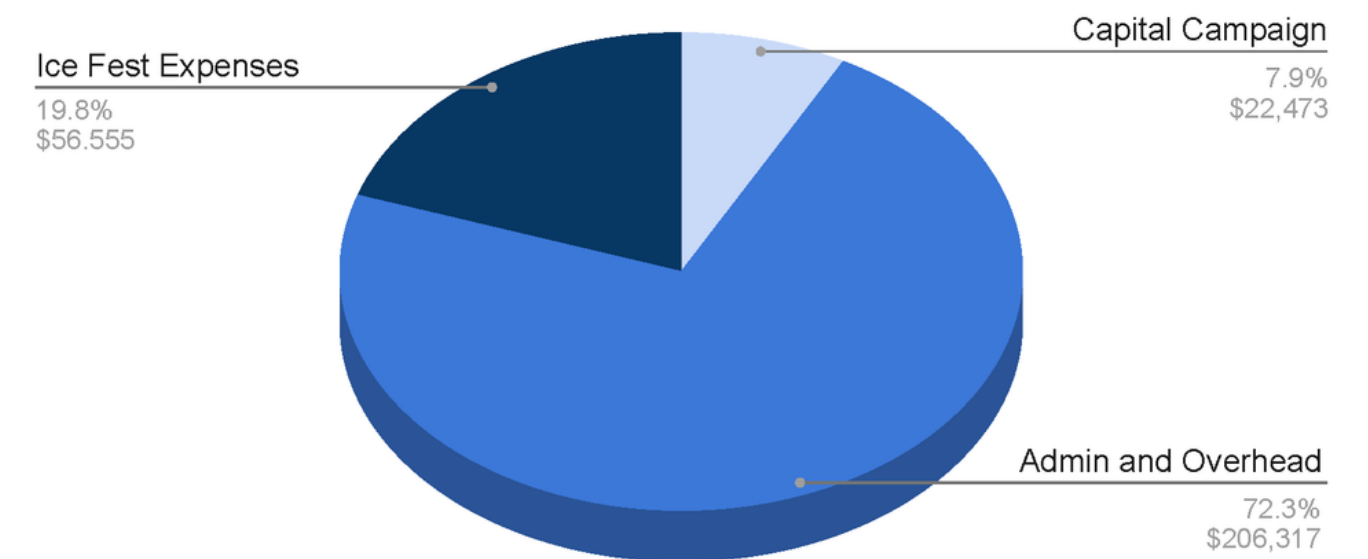
Expenses 2021

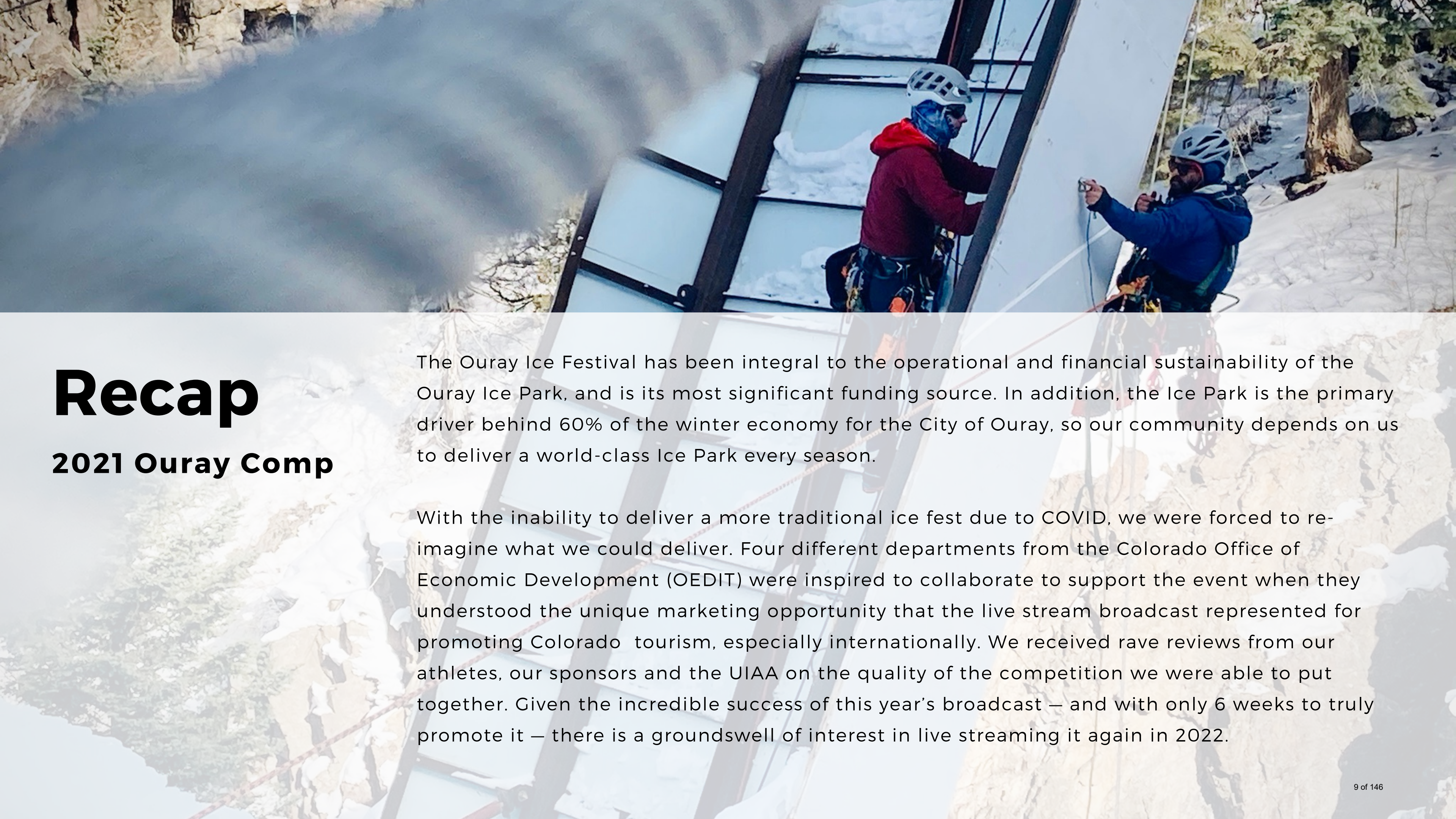


Revenue 2020



Expenses 2020





Recap

2021 Ouray Comp

The Ouray Ice Festival has been integral to the operational and financial sustainability of the Ouray Ice Park, and is its most significant funding source. In addition, the Ice Park is the primary driver behind 60% of the winter economy for the City of Ouray, so our community depends on us to deliver a world-class Ice Park every season.

With the inability to deliver a more traditional ice fest due to COVID, we were forced to re-imagine what we could deliver. Four different departments from the Colorado Office of Economic Development (OEDIT) were inspired to collaborate to support the event when they understood the unique marketing opportunity that the live stream broadcast represented for promoting Colorado tourism, especially internationally. We received rave reviews from our athletes, our sponsors and the UIAA on the quality of the competition we were able to put together. Given the incredible success of this year's broadcast – and with only 6 weeks to truly promote it – there is a groundswell of interest in live streaming it again in 2022.



Recap

2021 Ouray Comp

The 2021 Ouray Elite Mixed Climbing Competition was one of two mixed climbing competitions held in the world during the 2020-2021 ice climbing season. Our goal was to deliver a UIAA-like, World Cup quality event. We worked closely with the UIAA and cross-promoted each other's events, with only 6 weeks of lead time.

There were 46 athletes from the U.S. who competed in Ouray this year, with two days of qualifiers prior to finals. The finals included 8 women and 8 men.

Winners:

Men's Division:

1st Place: Keenan Griscom

2nd Place: Kevin Lindlau

3rd Place: Cody Stevenson

Women's Division:

1st Place: Corey Buhay

2nd Place: Angela Limbach

3rd Place: Catalina Shirley

The 2021 VIRTUAL Ouray Ice Festival & Competition

January 21st - January 24th, 2021
Schedule of Events

THURSDAY, 21ST

Ouray Mixed Climbing
Competition:
Qualifying Day One
+
Virtual Auction

FRIDAY, 22ND

Ouray Mixed Climbing
Competition,
Qualifying Day Two
+
Virtual Auction
+
San Juan Mountain Guides
Clinics

SATURDAY, 23RD

Ouray Mixed Climbing Competition:
Finals Live Broadcast
+
Awards Ceremony
+
Virtual Fundraiser
+
Virtual Auction
+
San Juan Mountain Guides Clinics

SUNDAY, 24TH

Speed Competition
+
Virtual Auction
+
San Juan Mountain
Guides Clinics

OUR FIRST VIRTUAL AUCTION

NUMBER OF ITEMS & BIDDERS

Items: 119 | Bidders: 205

TOP ITEM BY WINNING DOLLAR

Day of Fly Fishing with Yvon Chouinard,
\$5,805

TOTAL FUNDS RAISED

\$28,858



THANK YOU TO OUR TITLE SPONSORS

2021 Ouray Comp Presented By: Colorado Lottery

Presenting Sponsor of Awards: Asolo

Production By: Colorado Film Office,
Colorado Office of Business Funding and Incentives, Colorado Tourism Office,
Colorado Office of Outdoor Recreation

Official Apparel Sponsor: Rab

Official Equipment Sponsor: Petzl

Official Boot Sponsor: Scarpa

Official Rope Sponsor: Sterling

Media Sponsor: Climbing Magazine



AND TO OUR OFFICIAL AND CONTRIBUTING SPONSORS



Arc'teryx, Osprey, The North Face,
Upslope Brewing Company,
Yeti, Camp, Cassin, Lowa,
La Sportiva, Ouray Silver Mines,
City of Ouray, Fixe Hardware,
Patagonia, Furnace Industries,
Black Diamond,
Rocky Talkie, Grivel,
Colorado Mountain Club,
First Ascent Coffee Roasters,
Clearnetworx, Adidas Terrex,
Outside Adventure Media

AS WELL AS OUR LOCAL BUSINESS PARTNERS

Ouray Chalet Inn, Ouray Mountain Sports, Rigging for Rescue, Skol Studios, Basecamp Ouray, OurayNet, Ouray Riverside Resort / Ouray RV Park and Cabins, Alpine Bank, Quality Inn, Ouray Glassworks & Gifts, Matterhorn Inn & Abram Inn & Suites, Box Canyon Lodge, Peak Mountain Guides, San Juan Mountain Guides, Summit Sealants, Inc, Hippie Mermaid Donuts, Cie Creative Co, Mountain Madness, Ouray Real Estate Corporation, Ouray Grocery, Mountain Fever Shirts & Gifts, Main Street Inn, Box Canyon Lodge, Alpenglow Properties, Brown Bear Cabins, Thai Chili Ouray, Cirque, Premier Vacation Rentals, Ouray Hardware & Mercantile, High Country Leathers & Lifestyles, San Juan Chalet





MEDIA RECAP

VIDEO

Livestreaming through four different distribution platforms plus replay distribution.

EARNED MEDIA

Newspapers, blogs, magazines, TV, radio

SOCIAL MEDIA

Facebook, Instagram, Twitter

Video

Viewing Stats as of
February 17th, 2021

1

Live Streaming Distribution Channels:

Domestically through: Ouray Ice Park Facebook and YouTube
Internationally through: UIAA - Facebook and YouTube

2

Replay Distribution Channels:

Extreme Media (Global Streaming Channel)
Extreme Media - Facebook
Sport.TV Portugal
Startimes (Asia, Africa, China, Sub-Saharan Africa)
Sky Sports (Germany)
Bein Sports (USA and Canada)
Swiss Sports TV Channel
Swiss Sports TV - Facebook



REACH: 223 MILLION

(Estimated number of households
and subscribers)

#

COUNTABLE VIEWS: 150,000 LIVE & REPLAY VIEWS

(Does not yet include views or ratings from Sport.TV
Portugal, Startimes, Sky Sports, Bein Sports, Swiss
Sports, Extreme Media, Sky Sports Germany)

\$

TOTAL GROSS MEDIA VALUE: \$2,208,000 (USD)

@

ENGAGEMENTS: 3,000

**REACH:
10 MILLION**



Earned Media

Viewing Stats as of
February 17th, 2021

Social Media

Viewing Stats as of
February 17th, 2021

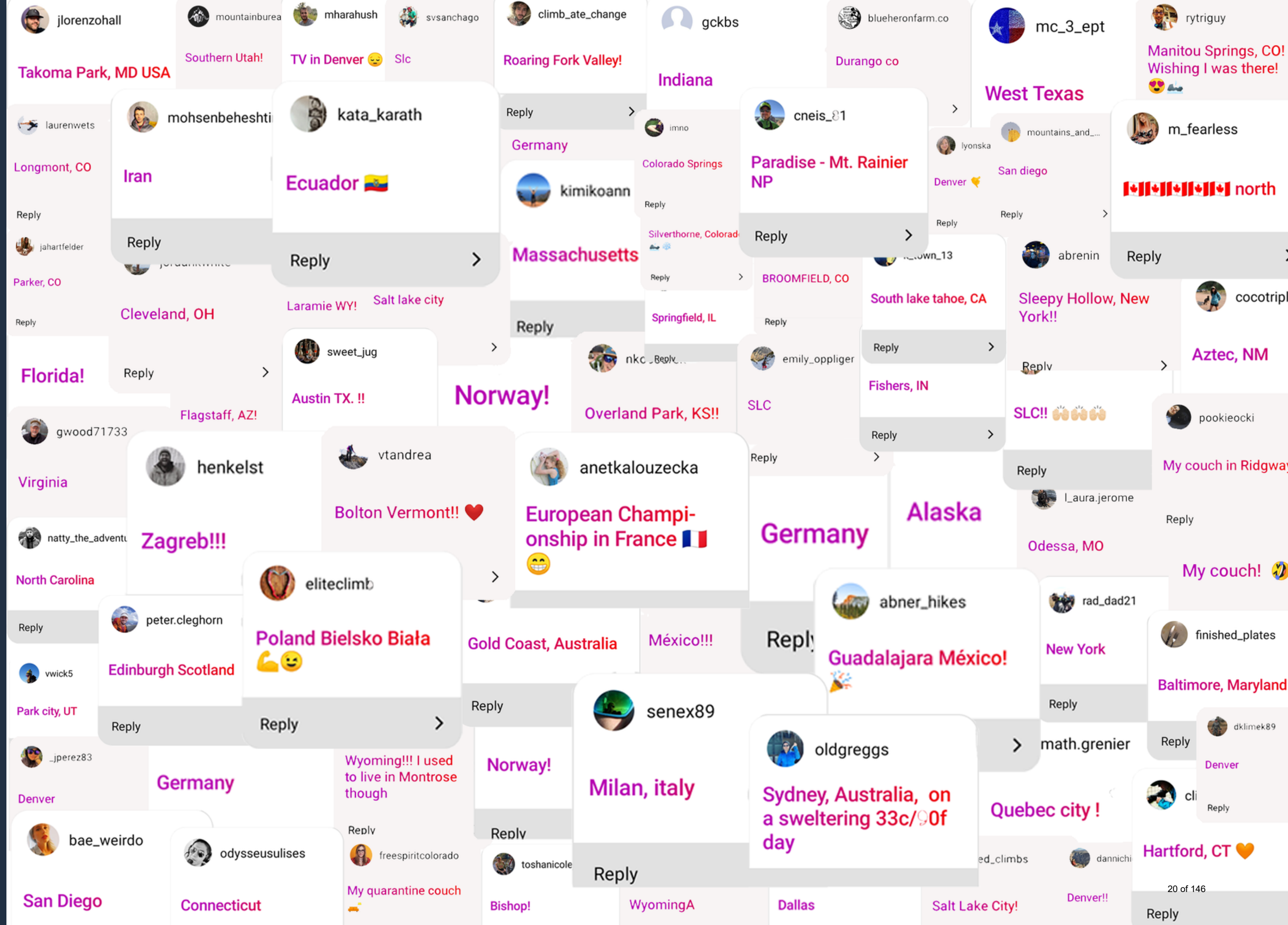
REACH: 2.5 MILLION

IMPRESSIONS: 265,000

ENGAGEMENTS: 3,800



Where are you watching from?



Recap Documentary

FROM CITIZEN PICTURES
AND BURST MARKETING

[Click here to view](#)

Password: IceIceBaby



Plans for 2022

Traditional Fest & Exhibition Competition

PLUS

Ouray's First UIAA North American Championship

For 2022, we are planning to return to the traditional Ouray Ice Festival style, but with some updates. The tentative dates for the 2022 Ouray Ice Festival are January 20th - 23rd, 2022.

- Demoing and clinics would be a staple of the Ice Festival as is tradition, with the opportunity to demo and provide clinics throughout the season.
- Night events will be reimaged, but the in-person Petzl Party will continue.
- Silent auction would stay virtual, with the opportunity to host a live auction in-person.

We have also been asked by the UIAA to host a North American Championship as a separate event with live streaming options of broadcast quality. Tentative dates are February 3rd - 5th, 2022.

More information to come by June 2021.

Send us your feedback!

As we begin planning for 2022, we want to hear from you.

Email us:

Peter O'Neil | Executive Director
peteroneil@ourayicepark.com

Bayley Wood | Marketing Manager
bayleywood@ourayicepark.com

2021 VIRTUAL OURAY ICE FESTIVAL + JANUARY 21ST - 24TH COMPETITION

THURSDAY

MIXED CLIMBING COMPETITION:
QUALIFYING DAY 1

FRIDAY

MIXED CLIMBING COMPETITION:
QUALIFYING DAY 2

SATURDAY

MIXED CLIMBING COMPETITION:
FINALS LIVE BROADCAST

PLUS...

CLOSING CEREMONY
VIRTUAL FUNDRAISER

SUNDAY

SPEED COMPETITION





OURAY ICE PARK

OPERATIONS REPORT

Total Open Days	Total Route Anchors Open	Total User Count
93	12,582	22,015

Overview

The Ouray Ice Park opened its 2020-21 season December 19th and operated for a total of 93 days. Most of the ice was still climbable well into March and staff members were anticipating a closing day of April 1st, which would have put the park over the 100-day plateau for the season. However, the rockfall incident on 3/16, which wiped out part of the penstock and catwalk infrastructure, ultimately forced management to make the difficult decision to close the park on the 21st of March.

The park employed four full-time Ice Ambassadors this season; they reported for preseason work in early December and were on duty every day once the park was open, typically working in teams of two. Standard procedure for Ice Ambassadors was and is to walk through the park twice daily, starting in Deep South and progressing northward to the Five Fingers. The primary reason for this walk is data collection; the Ice Ambassadors record every climber encountered, both within the designated climbing areas and elsewhere throughout the ice park. Commercial users are distinguished from recreational users (noting individual guide services), both to ensure more robust internal data as well as to establish rapport between park staff and local climbing guides. Morning counts this season typically started between 09:00-10:00; afternoon counts started between 13:00-14:00. This schedule accounts for anchor establishment times, later morning arrivals, and early afternoon departures; the spacing between counts guarantees that a single anchor can't be occupied by the same party during both counts (assuming they follow park regulations), and therefore the two data "snapshots" are completely unique from one another.

The majority of the data referenced in this report was pulled from the direct observations recorded by the Ice Ambassadors; the only other data used are those included in the post-use reports provided by the individual commercial guiding operations. All datasets were manually organized and audited after multiple failed attempts to automate the process. For this report, most of the data were interpreted as a combination of the two daily snapshots ("Total"), but some metrics present more clearly when separated into the separate morning ("AM") and afternoon ("PM") counts.

Data Overview

Total user count for the season, established through 2,418 data points [93 days x 2 counts/day x 13 areas/count], was 22,015. Breaking this down into AM vs. PM counts, approximately 48% of users were seen in the morning and 52% in the afternoons; or, put another way, afternoons were on average just 10% busier than mornings. **The daily average (2 counts) was 237 users, or 118 users per count.** [22015 users / 93 days = 237; SD=141]

[NOTE: The only missing points in this entire season-long user dataset are from the afternoon of 1/7 (4), due to a high-angle rescue of an injured climber in South Park (more on this below); and a handful of individual counts from the north end of the park during the Ouray Ice Fest + Competition (11). These 15 points are all treated as **0** in this analysis.]

Total open anchors for the season were just over 12,500 — there was little variation between anchor availability in mornings vs. afternoons — which shows a **daily average of 135 anchors open.** [12582 anchors / 93 days = 135; SD=20]

Commercial and Institutional use (CGO+IGE) recorded by Ice Ambassadors was 16.6% of all users.

As counted by the Ice Ambassadors, 3,198 climbers visited the Ice Park with a CGO (14.5% of total), and IGEs made up 2% of total. **CGO use as reported by the guide services was 2,722 (878 guides; 1,844 clients), or 12.4%.** The commercial use metric (CGO-reported users vs capacity) was **12%.**

[NOTE: The discrepancy between CGO numbers is due to a shift in data collection methods this season: previously, guides were only counted by the Ice Ambassadors once per day, but are now recorded during each encounter. The old method allowed for a closer approximation of permit-use days, but skewed the commercial:recreational ratio well in favor of the recreational side. The updated method skews the amount of days due to guides potentially being counted twice with the same client(s), but gives a much more accurate representation of the actual commercial:recreational user ratio — which is, in this author's opinion, one of the most important conclusions drawn from the observational data.]

2020-21 Usage Charts

The following charts display the entire 2020-21 season day by day, and combine functional capacity, total user count, commercial user count, and usage. Holidays, most weekends, and major events are marked for quick reference, and the following terminology will be utilized throughout this report.

Functional capacity (C_f) is indicated by the **solid red line** towards the top of the graph, and is derived directly from the total open anchor count (**A**) as established later in this report. As such, this line can independently be referenced to infer the relative openness of the park.

Total user count (U) is indicated by the **solid black line** atop the multicolored columns. This line represents an accurate headcount of all recreational and commercial users throughout the season.

Usage (Ξ) is the ratio of total users to total open anchors in a given period (essentially, percentage of capacity) and is indicated here by the **color of the area** under the user chart; each column is one day. When this ratio is at or below 1.8, functional capacity has not been exceeded.

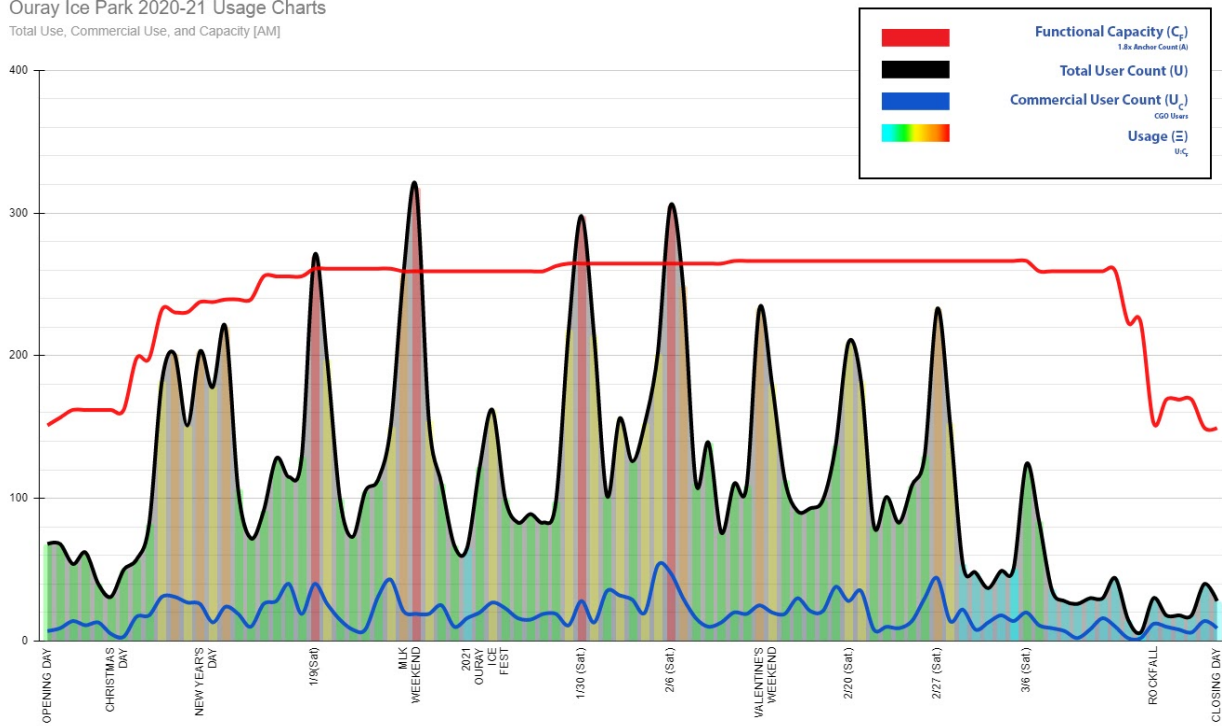
- *** Blue bars are days where the ratio is below 0.5 ($U = 25\%$ of C_f). On these days, the park is at its quietest and ample climbing can typically be found in all areas of the park.
- *** Green ($0.5 < \Xi < 1.0$; $U = 25\text{-}55\%$ of C_f) and *** Yellow ($1.0 < \Xi < 1.5$; $U = 55\text{-}85\%$ of C_f) days indicate the park at its optimal functionality, in the opinion of this author. [These are the days where the park feels busy but not full; calm but not quiet. Anchors are available, but not abundant.]
- *** Orange days ($1.5 < \Xi < 1.8$; $U = 85\text{-}100\%$ of C_f) are busy days where the park can start to feel crowded, especially in high-demand areas such as the School Room and Pick o' Vic.
- *** Red bars indicate a ratio greater than 1.8 users per anchor, or the functional capacity of the park. Ideally, this capacity is only exceeded a handful of times each season, notably holiday weekends and during the Ouray Ice Fest.

CGO user count (U_c) is indicated by the **dark blue** line at the bottom of the graph. This represents all CGO users *as counted by the Ice Ambassadors* and can give a general idea of the commercial use trends as the season progressed.

Separate charts are provided for **AM** and **PM** counts.

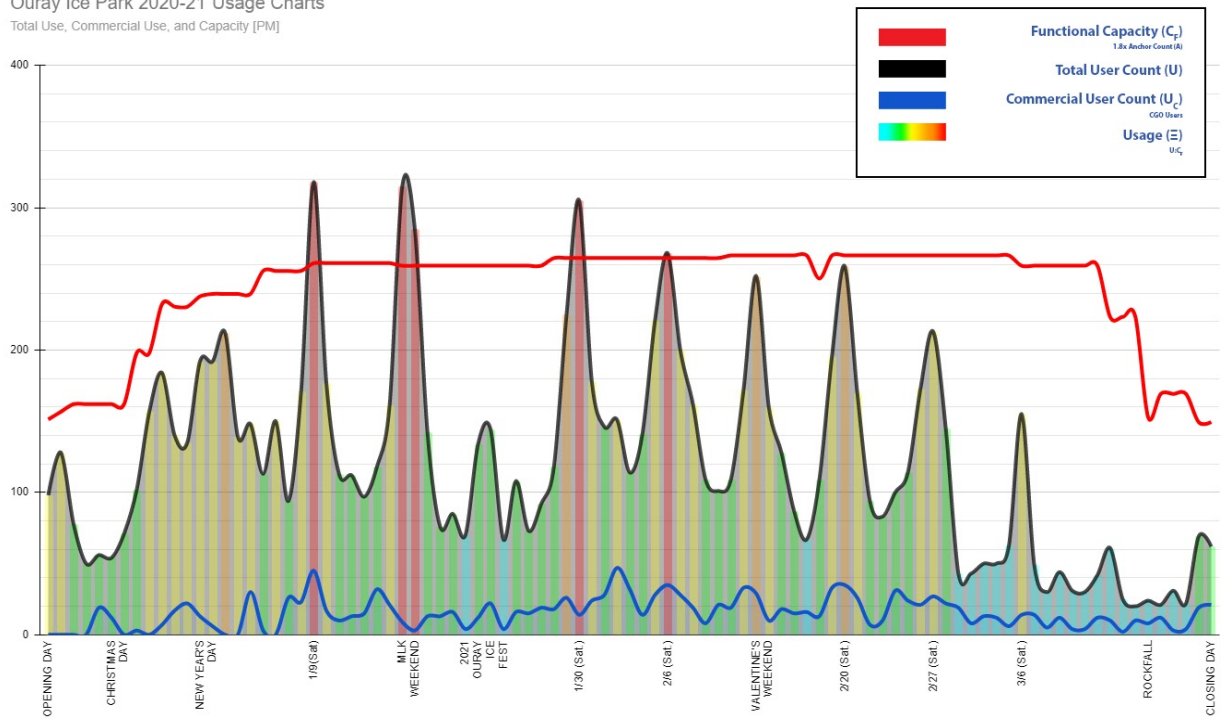
Ouray Ice Park 2020-21 Usage Charts

Total Use, Commercial Use, and Capacity [AM]



Ouray Ice Park 2020-21 Usage Charts

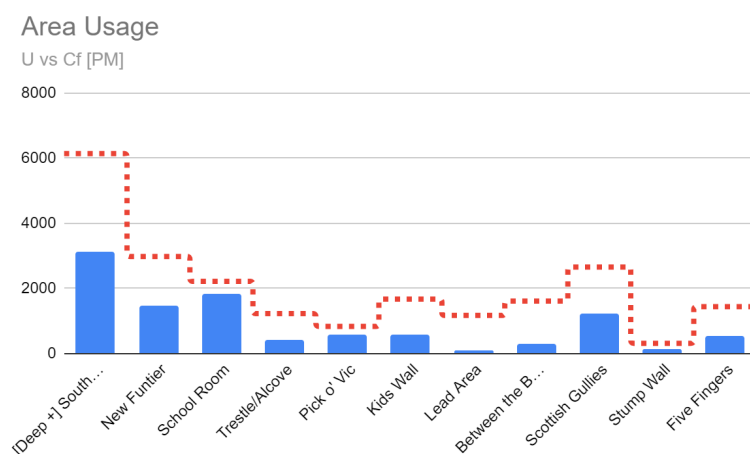
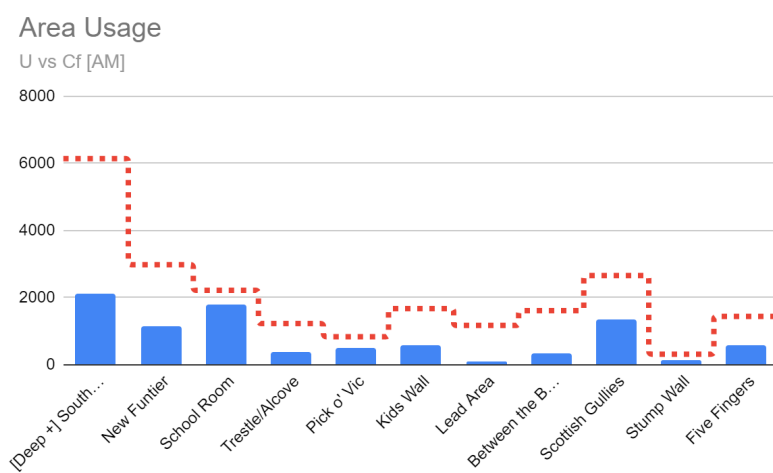
Total Use, Commercial Use, and Capacity [PM]



Area Usage

As opposed to the previous set of charts, these show usage for each individual area over the duration of the season utilizing only **U** and **C_r**.

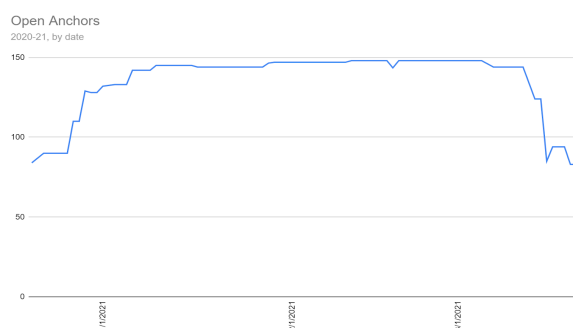
It can be inferred from the relationship between bar (**U**) and marker (**C_r**) heights, and helps to illustrate which areas were popular/crowded better than raw user counts. Without displaying this metric over time, however, only limited conclusions can be drawn.



Anchors and Capacity

Open Route Anchors

- Total open anchors for the 2020/21 season: **12,582**
- Average open anchors: **135**
- Maximum open anchors: **148**
- As of opening day AM, **84 of 148 route anchors open [57%]**
- As of closing day PM, **83 of 148 route anchors open [56%]**
- 135 of 186 counts **[73%]** showed **134 of 148 route anchors open [>90%]**
- 46 of 186 counts **[25%]** showed **148 of 148 route anchors open [100%]**



150 climbing anchors were catalogued in the park pre-season, but there were 2 that remained closed throughout the season, both in the north end of the park. For this reason, 148 is treated as the season maximum for 2020-21.

Only one climbing anchor was directly affected by the 3/16 rockfall incident, but we closed the entire Trestle/Alcove area immediately out of safety concerns; **in total, the rockfall incident cost us potentially as many as 1000 open anchors** (30+ due to safety closure, 900+ due to early park closure).

If all 148 anchors had been open for the entire season, and remained open through the end of March, we would have had close to 15,000 total open anchors. A rough conclusion could be drawn to say the park operated at ~85% of peak possible functional capacity this season, but this is basically speculation.

Anchors by Area

Open areas as of 12/19 AM:

Deep South (100%)
 South Park (100%)
 School Room (67%)
 Trestle/Alcove (68%)
 Pick o' Vic (100%)
 Kids Wall (100%)
 Lead Area (100%)
 Between the Bridges (100%)

Open areas as of 3/21 PM:

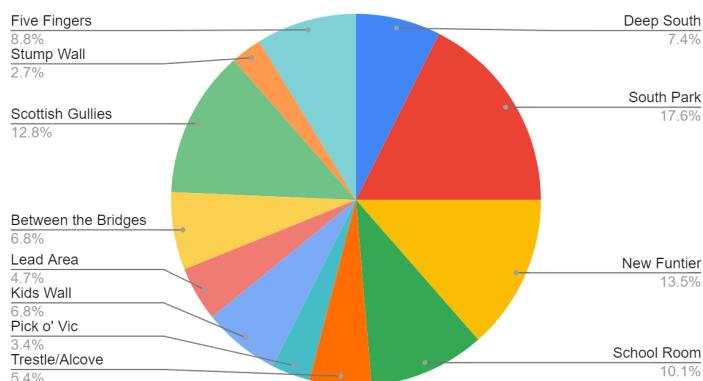
South Park (100%)
 New Funtier (90%)
 School Room (73%)
 Pick o' Vic (100%)
 Kids Wall (100%)
 Lead Area (100%)
 Between the Bridges (60%)

South Park, Pick o' Vic, Kids Wall, and the Lead Area were all open 100% for the duration of the season, with zero closed anchors through 93 days.

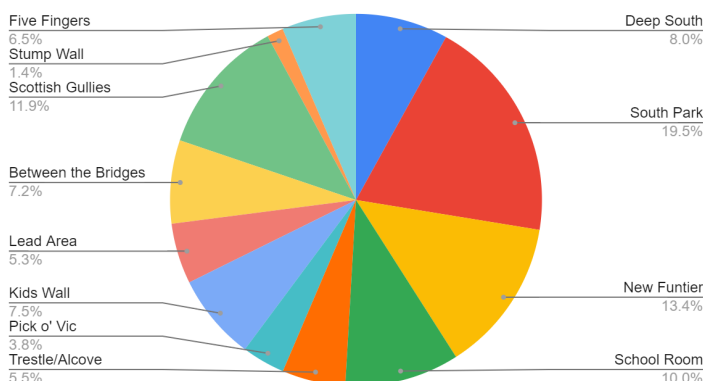
The following table and chart show the breakdown of anchors by area, both out of 148 physical anchors as well as 24,763 total open anchors:

Area	Physical Anchors	%	Total Open Anchors	%
Deep South	11	7.43%	1991	8.04%
South Park	26	17.57%	4836	19.53%
New Funtier	20	13.51%	3316	13.39%
School Room	15	10.14%	2466	9.96%
Trestle/Alcove	8	5.41%	1365	5.51%
Pick o' Vic	5	3.38%	930	3.76%
Kids Wall	10	6.76%	1860	7.51%
Lead Area	7	4.73%	1302	5.26%
Between the Bridges	10	6.76%	1792	7.24%
Scottish Gullies	19	12.84%	2952	11.92%
Stump Wall	4	2.70%	353	1.43%
Five Fingers	13	8.78%	1600	6.46%
TOTALS	148	100.00%	24763	100.00%

% of Physical Anchors



% of Open Anchors



Functional Capacity

The functional user capacity (C_f) of the Ouray Ice Park is determined by the number of open anchors, and is based on a previously established usage ratio of 1.8:1. This ratio was derived from past years' data counts and observations, and was confirmed anecdotally by this author's experience in the park this season. As this usage ratio of users to anchors (Ξ) approaches and surpasses 2:1, the park becomes overcrowded and anchor availability can be severely limited. On the other end of the usage spectrum, when $\Xi < 0.5:1$, the park is quiet and solitudinous climbing can be found in lower traffic areas.

$$[C_f = A * 1.8]$$

With 148 physical anchors in the park, the *maximum* functional capacity per count (fully-open park capacity at any given moment) is 266.

For the 2020-21 season, the number of open anchors was 12,582, **which gives us a functional capacity totaling 22,648**. Spread out over a 93-day season, the functional capacity on an average day was 243 climbers.

Users

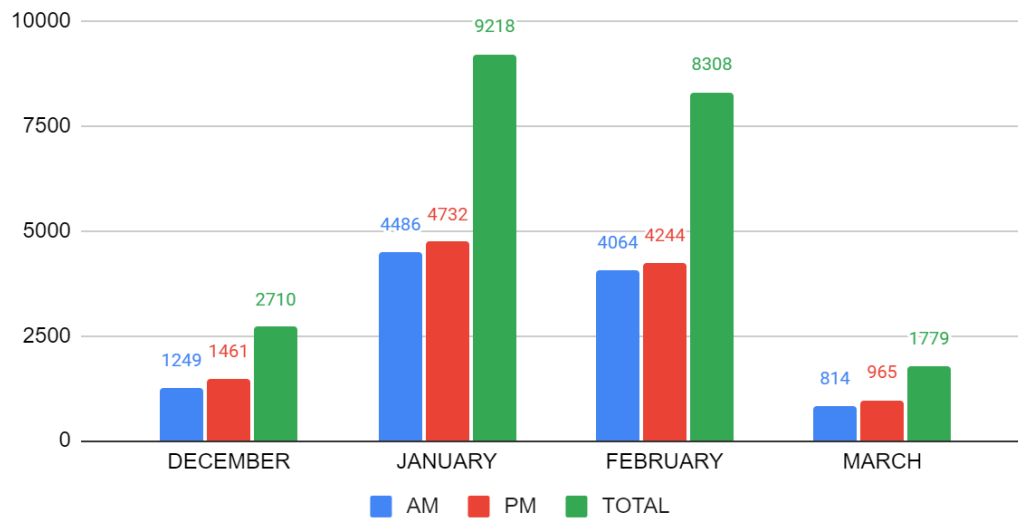
Total Users



Total Users by Month

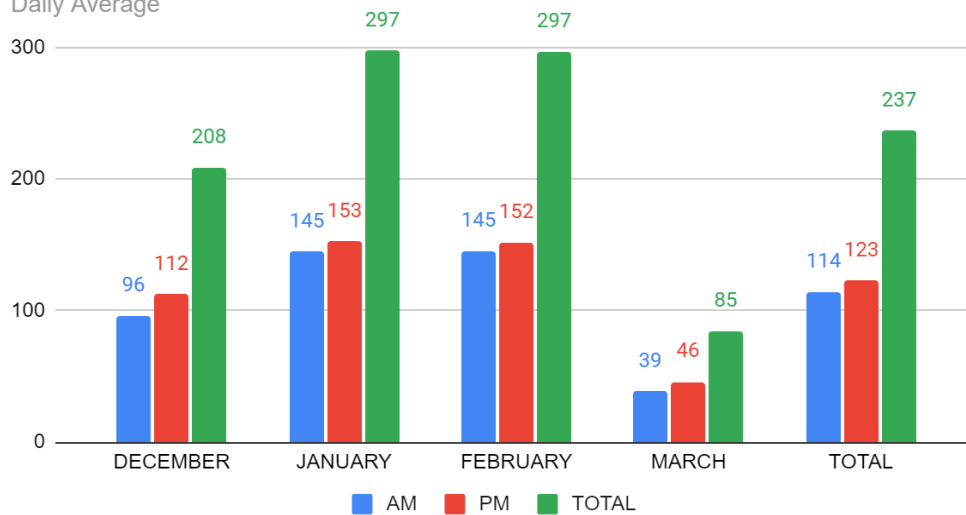
Users by Month

Monthly Total



Total Users by Month

Daily Average



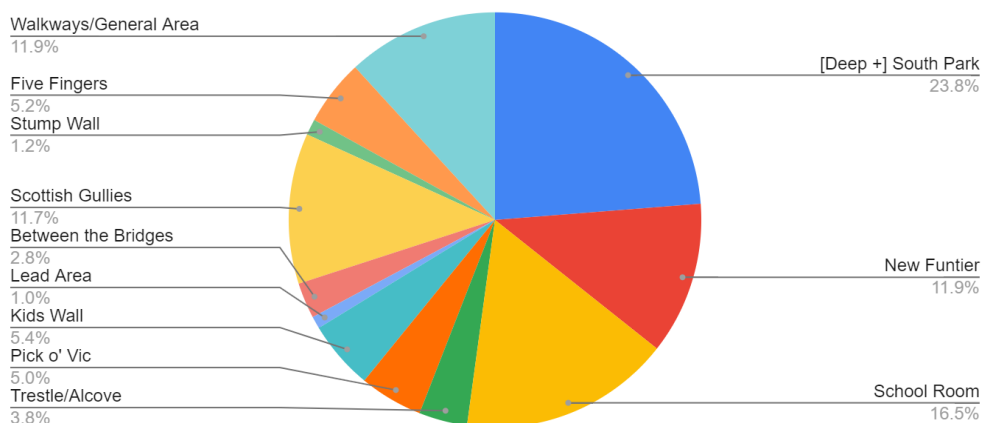
Total Users by Area

The following charts show the total users broken down by area, by both percentage and raw user count. Higher resolution data are available, showing area use and usage by day, but are not included here for the sake of brevity. We can see here that the most heavily-used area is still South Park — for these purposes integrated with Deep South — with 24% of all user counts occurring in the southernmost areas of the park. However, as noted in the usage charts earlier, areas such as School Room and Stump Wall had a higher usage rate even though their raw numbers were lower.

Of note, 52% of users accessed their climbs by utilizing the now-fallen penstock catwalk (SR / NF / SP).

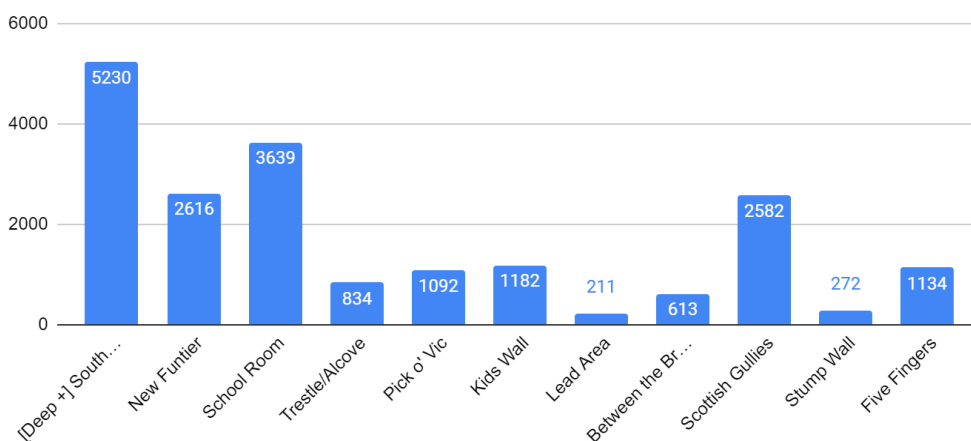
Users by Area

% of Total



Users by Area

[Walkways/General omitted]



User Categories

For our data purposes, users are primarily split into three categories: **Recreational**, **Commercial**, and **Institutional**.

Recreational users include any climber who is using the park facilities *without* organizational involvement (guiding, instruction, and/or fees being paid); no differentiation is made between a regular local soloist or a one-time party visiting from across the country, for example.

CGO, or **Commercial Guiding Operations**, are traditional climbing guide services. Guides and clients are counted separately, but for the purposes of this report are included under the same CGO heading unless otherwise marked. The most notable of these guide services locally are San Juan Mountain Guides, Peak Mountain Guides, and Basecamp Ouray; however, staff encountered guides from over a dozen different companies over the course of the winter. These groups are all required to have a use permit, and permit allocation is limited from the park's opening date through mid-February.

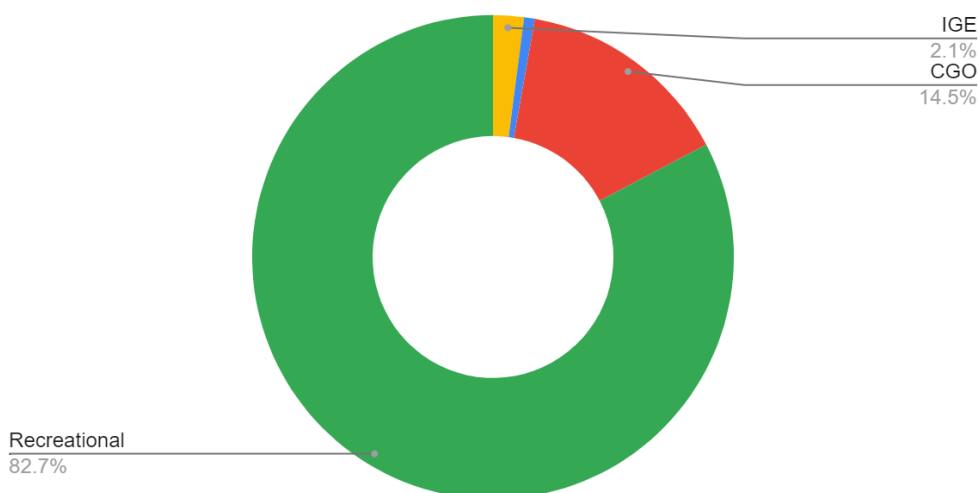
IGE, or **Institutional Group Events**, include colleges, mountaineering clubs, military groups, and non-profit institutions that offer organized group trips with or without an educational component. Participants in these groups are typically paying some sort of fee to be included in the trip, and the biggest distinction between these and CGOs may well be a semantic one — “trip leader” versus “guide” — though IGE trip leaders don't (as a rule) have to hold guiding certifications. Though they are required to obtain a use permit like CGOs, these groups are often less well-managed than CGOs and have shown the potential to be less aware of our regulations and registration processes.

Also included in this section are the data from **OIF (Ouray Ice Fest) clinics**. The 2021 OIF clinics were spread across multiple weekends and operated by local guide services due to the unique nature of this year's Ice Fest, but will be counted in a similar fashion in future years regardless of format.

[NOTE: CGO data in this section are pulled from Ice Ambassador observations as well as post-use reporting, and will be clearly marked to distinguish between the two datasets. IGE and OIF data come from the Ice Ambassador observations unless otherwise noted.]

User Categories

% of total users (U)

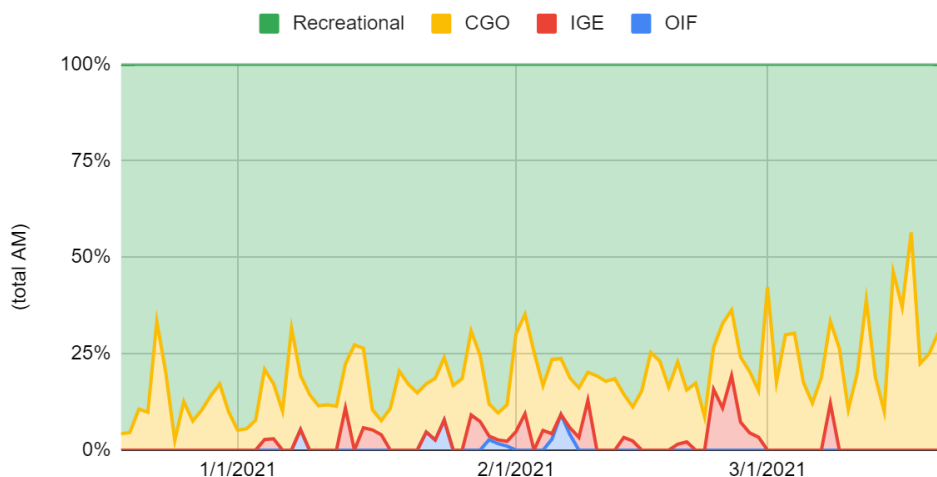


From the data collected, we can see that Recreational users were still far and away the dominant user base at **82.7% of total users**; CGO users made up the largest portion of no-recreational use at **14.5%**, IGE use accounted for **2.1%**, and the Ouray Ice Fest clinic participants were just **0.7%** of users.

The following chart shows user groups as a percentage of the daily total, and illustrates that the user base does become more commercial towards the end of the season; this is likely due to a decline in recreational traffic rather than the late-season shift in permit allocation.

User Categories

% of users (U), by date



Recreational Use

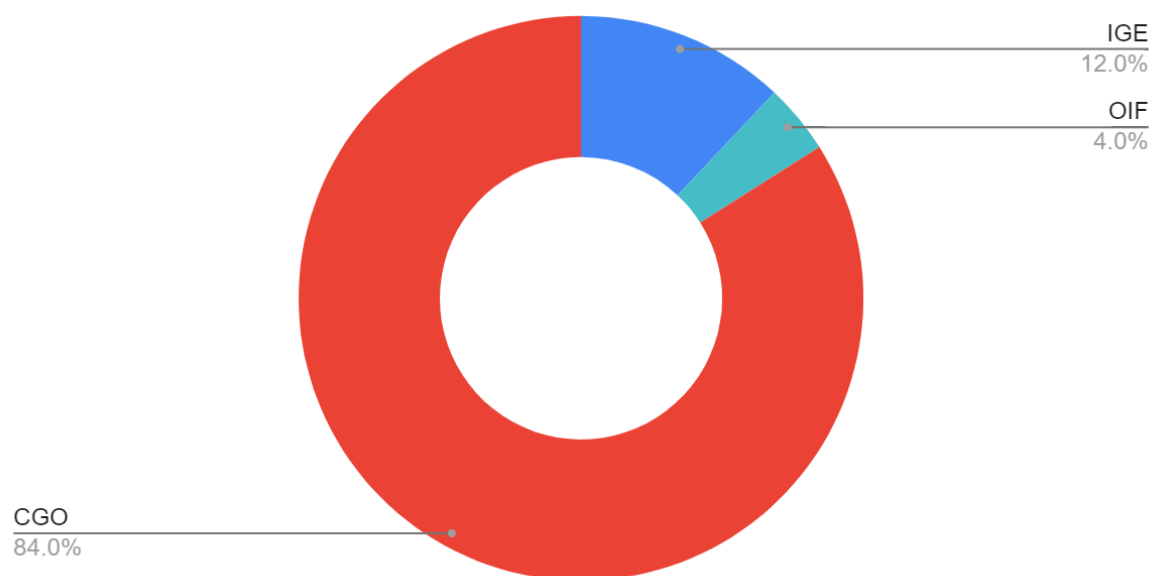
Ice ambassador counts show a total of **18204 recreational users** in 2020-21, or **82.7% of all users**.

Non-Recreational Use

All non-recreational use — CGO, IGE, and OIF — accounted for **17.3% of the total, with 3811 users counted**. This chart gives a brief overview of non-recreational use by category; CGOs accounted for the vast majority of this segment in 2020-21 with 84%, while IGE and OIF counts were recorded as 12% and 4%, respectively.

Non-Recreational Use

by Category



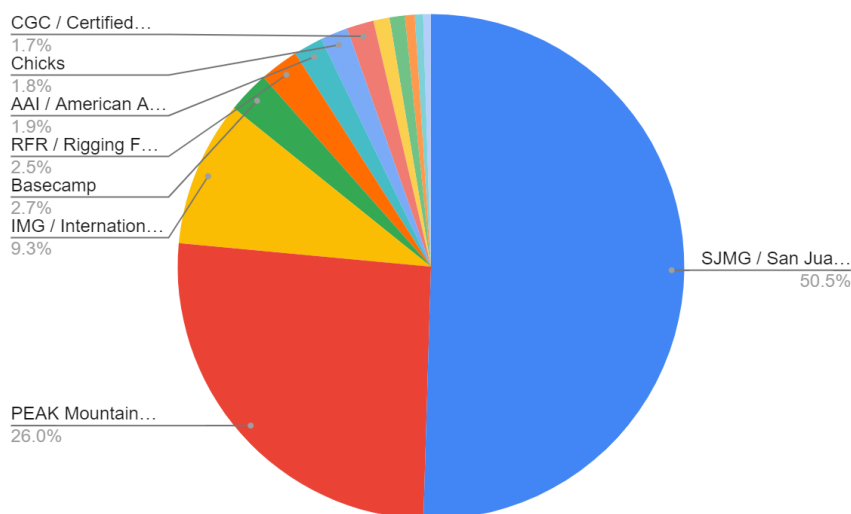
Commercial Guiding Operation (CGO) Use

Ice Ambassador counts

According to the Ice Ambassador data, CGO users (guides and clients) made up **14.5% of the total users counted** this season. The dominant concessionaire was **San Juan Mountain Guides**, with **1614 users counted** (half of all CGO use recorded by the Ice Ambassadors). The next highest use from a commercial service came from Peak Mountain Guides with 832 users, or 26% of CGO use.

Commercial Guide (CGO) Use

2020-21, Ice Ambassador counts



Guide Service	Guides	Clients	Season Total
San Juan Mountain Guides	522	1092	1614
Peak Mountain Guides	262	570	832
International Mountain Guides	102	196	298
Basecamp Ouray	23	63	86
Certified Guides Cooperative	21	34	55
RSA-Chicks	19	37	56
Rigging For Rescue	17	63	80
American Alpine Institute	17	43	60
RSA-Cirque	13	20	33
Mobius Mountaineering	12	19	31
Mountain Madness	7	13	20
Skyward Mountaineering	8	9	17
Mountain Trip	4	12	16
Total CGO Use	1027	2171	3198

Post-use Reporting

The following section utilizes the data provided directly by CGO concessionaires in their post-use reporting. The first charts show total use, broken down by CGO and including both guide and client use. Total CGO post-reported numbers were 2722, or **12.4% of all users**.

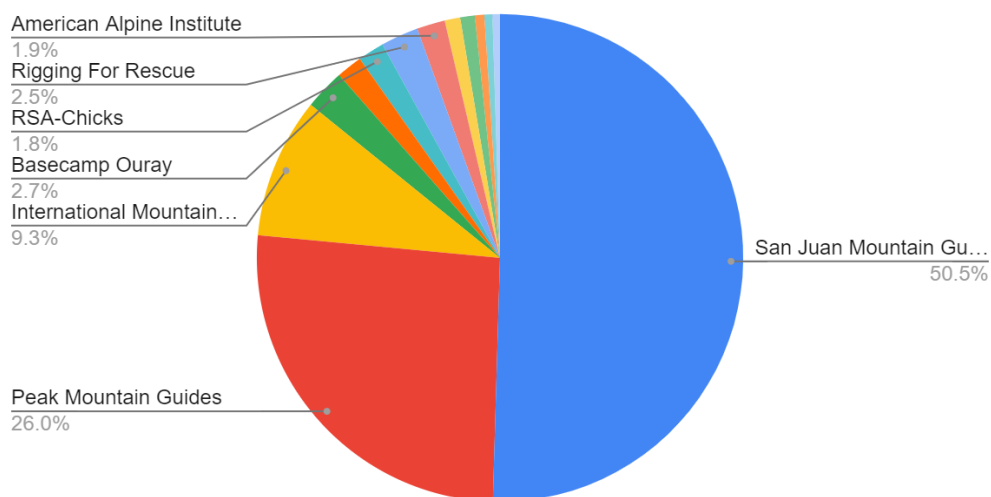
The Commercial Use metric (CGO users vs Cf) was **12%**.
[2722 U_{CGO} vs 22,648 Cf]

On the next page, a more detailed breakdown is given of service days (guides only) by month, as well as by regular season (permit allocation is limited through 2/15) and open season. A table is included to show allocation numbers — preseason/original, mid-season flex changes, and total — and actual use vs those allocation numbers.

*RSA-Chicks Clients and Season Total included in RSA-Cirque

Commercial Guide (CGO) Use

2020-21, post-use reporting



Guide Service	Guides	Clients	Season Total
San Juan Mountain Guides	422	925	1347
Peak Mountain Guides	217	466	683
International Mountain Guides	67	125	192
Basecamp Ouray	19	53	72
Certified Guides Cooperative	31	48	79
RSA-Chicks	22		
Rigging For Rescue	15	45	60
American Alpine Institute	16	39	55
RSA-Cirque	17	73	90
Mobius Mountaineering	9	13	22
Mountain Madness	11	20	31
Skyward Mountaineering	9	11	20
Mountain Trip	22	47	69
Irwin Guides	1	1	2
Total CGO Use	878	1866	2722

CGO	December	January	February	March	Regular Season 12/19-2/15	Open Season 2/16-3/21	Total
San Juan Mountain Guides	58	129	174	61	295	127	422
Peak Mountain Guides	44	74	72	27	155	62	217
International Mountain Guides	0	35	31	1	53	14	67
RSA-Cirque	2	8	7	0	14	3	17
RSA-Chicks	0	8	12	2	11	11	22
Certified Guides Cooperative	3	12	14	2	20	11	31
Mountain Trip	6	12	3	1	21	1	22
Basecamp Ouray	5	4	7	3	13	6	19
American Alpine Institute	4	4	8	0	13	3	16
Rigging For Rescue	0	15	0	0	15	0	15
Mountain Madness	0	0	11	0	10	1	11
Mobius Mountaineering	0	6	2	1	6	3	9
Skyward Mountaineering	3	2	1	3	6	3	9
Irwin Guides	0	1	0	0	1	0	1
Total CGO	125	310	342	101	633	245	878

CGO	Allocation			% used			
	Preseason	Mid-season	Total	RS Use vs Original A	RS Use vs Total A	Total Use vs Original A	Total Use vs Total A
San Juan Mountain Guides	349		349	84.53%	84.53%	120.92%	120.92%
Peak Mountain Guides	104	29	133	149.04%	116.54%	208.65%	163.16%
International Mountain Guides	78	-17	61	67.95%	86.89%	85.90%	109.84%
RSA-Cirque	20	-3	17	70.00%	82.35%	85.00%	100.00%
RSA-Chicks	30	-15	15	36.67%	73.33%	73.33%	146.67%
Certified Guides Cooperative	15	5	20	133.33%	100.00%	206.67%	155.00%
Mountain Trip	22		22	95.45%	95.45%	100.00%	100.00%
Basecamp Ouray	10	5	15	130.00%	86.67%	190.00%	126.67%
American Alpine Institute	39		39	33.33%	33.33%	41.03%	41.03%
Rigging For Rescue	61	-10	51	24.59%	29.41%	24.59%	29.41%
Mountain Madness	22		22	45.45%	45.45%	50.00%	50.00%
Mobius Mountaineering	15	-5	10	40.00%	60.00%	60.00%	90.00%
Skyward Mountaineering	16		16	37.50%	37.50%	56.25%	56.25%
Irwin Guides	16		16	6.25%	6.25%	6.25%	6.25%
Total CGO	797	-11	786	79.42%	80.53%	110.16%	111.70%

Institutional Group Event (IGE) Use

Overall, IGE use declined again this season; this was likely due to travel uncertainty and large group restrictions stemming from the COVID-19 pandemic, which may have disproportionately affected the more risk-averse casual user base. There were 57 IGE groups counted by Ice Ambassadors this winter, totaling 455 users (~**2% of total**).

Organization	Guides	Clients	Total Users ▼
Ouray School District	19	90	109
Wyoming Catholic College	20	84	104
Ridgeview Classical	14	51	65
AMGA / American Mountain Guides Association	19	38	57
CMC / Colorado Mountain Club	15	27	42
Paradox Sports	15	15	30
Fort Lewis College	6	22	28
Western Colorado College	6	6	12
USAF Academy	2	6	8

Ouray Ice Fest (OIF) Use

The Ouray Ice Festival underwent a radical but necessary transformation for the 2021 edition, and in doing so managed to be one of very few ice climbing festivals to take place at all during this exceptional winter season. In order to comply with state and local restrictions stemming from the COVID-19 pandemic, the annual elite mixed climbing competition was closed to the public. With support from a diverse slate of sponsors and donors including state and local governments, the competition still took place and was both livestreamed and documented by a large-scale production company. The competition featured an updated format and a more locals-heavy slate of competitors, which resulted in a compelling and engaging broadcast event and documentary film. Archived video of the competition can be found on the Ouray Ice Park [YouTube channel](#), and the documentary is available at <https://youtu.be/jjJHsBAk5yM>.



A full summary of the OIF competition is included later in this report.

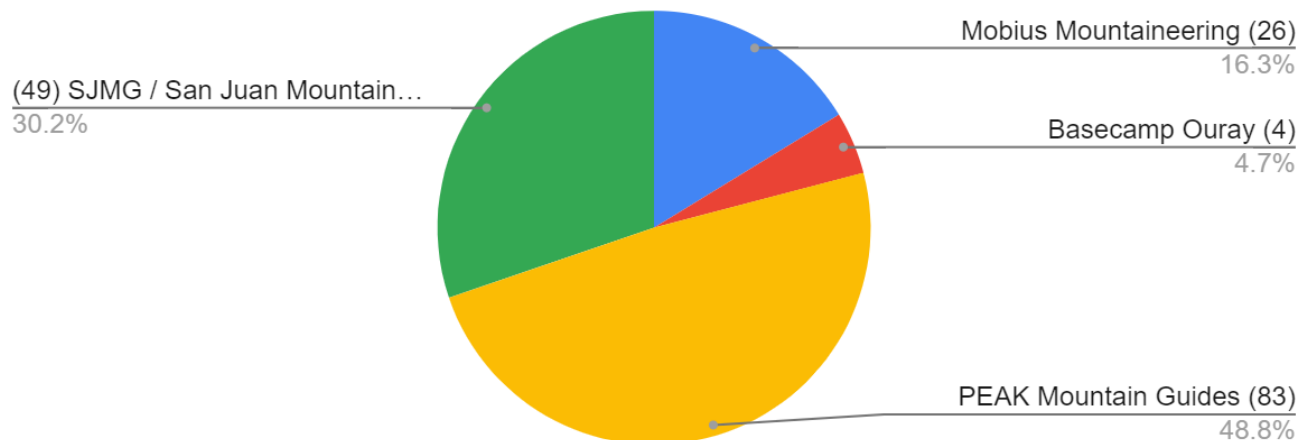
Instead of offering a huge number of clinics and gear demo opportunities all at once as in past years, the fest instead partnered with four local guide services and spread the clinics out over four different weekends throughout the season; unfortunately, many of the gear demos were not as easily adapted, but a small number of vendors still were able to organize something.

Total Ouray Ice Fest clinic (OIF) use* was 162 (<1% of total). The charts on the following page show a breakdown per guide service and per weekend.

*as counted by the Ice Ambassadors

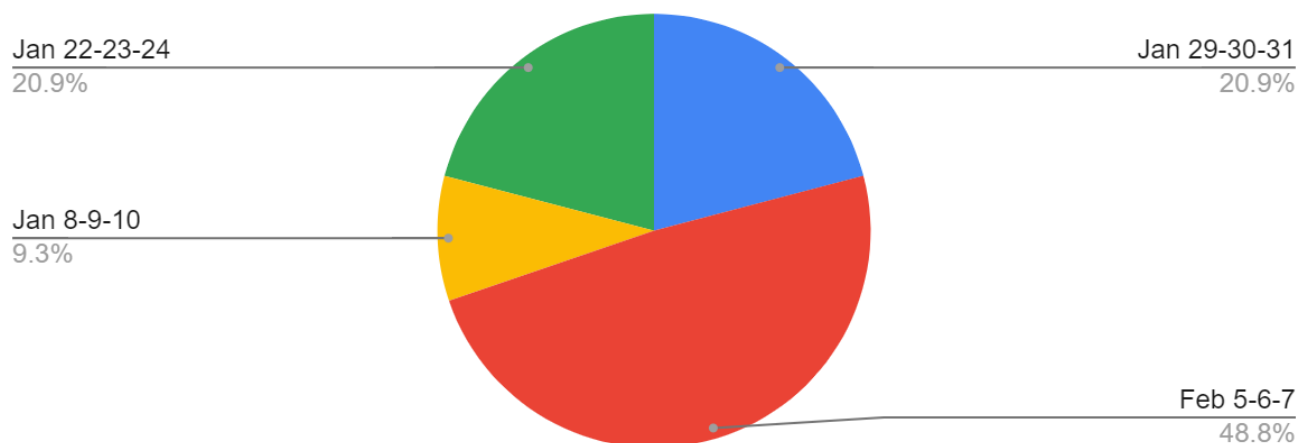
OIF 2021 Clinics

by guide service



OIF 2021 Clinics

by weekend



Other Data

Interventions

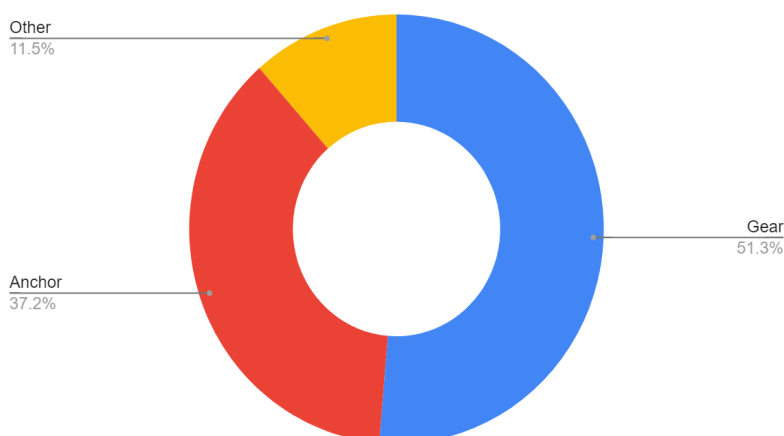
In addition to data collection, the Ice Ambassadors act as park rangers, providing information and assistance to park users. This includes the enforcing of park and safety regulations as needed. These interventions are recorded in three different categories: **Gear**, **Anchor**, and **Other**.

Gear (helmet/crampon) interventions occur when an individual is encountered in a climber-only area without first equipping the requisite gear, namely helmet and/or crampons. These were most common in the Upper Bridge area — due to the Ice Ambassadors stationed there catching the majority of unprepared climbers as they entered the park — but were also a frequent occurrence in South Park. Gear issues were the most common intervention for the 2020-21 season, accounting for **half of all interventions**.

Anchor interventions are encountered in a few different situations, but the most common intervention this season was interference with the ice farming infrastructure; most often, a moving top rope rubbing on the yelomine pipe. Infrastructure interference accounted for nearly half of anchor interventions (**one in six interventions overall**) in 2020-21. Other situations where an anchor intervention was necessary included: not establishing an anchor before leading a climb; route occupation (over 3 hours without changing anchors); and top-roping in the Lead Area, an unfortunately common issue. Less common were rigging mistakes that could have led to injury or worse; as anchor building can be a personal and touchy subject, issues were only raised when danger was imminent. Altogether, anchor issues accounted for over **one in three interventions**.

Other interventions include climbers in closed areas or climbing outside of park hours, and dogs in the bottom of the gorge and/or off-leash. “Other” interventions are uncommon enough that including them all in one category still only accounts for **one out of every nine interventions**.

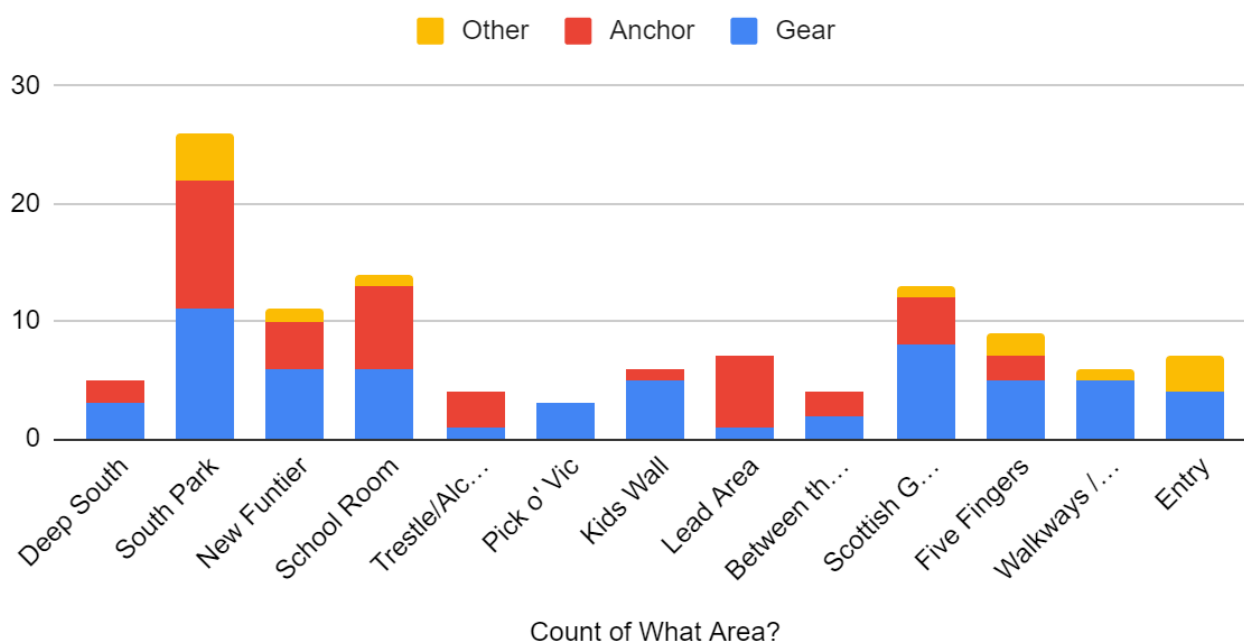
Ice Ambassador Interventions



The following chart illustrates the number of interventions recorded in each area of the park over the course of the entire season. Of note, the only climbing area without an intervention was the Stump Wall; there were at least 3 reported in each of the other areas. As mentioned above, the majority of interventions around the Upper Bridge area were gear interventions, and the most common intervention in the Lead Area involved top-roping in the restricted area.

Ice Ambassador Interventions

2020-21, by area



Previous end-of-season reports have mentioned this, but it bears repeating: as intervention trends seem to vary between different areas of the park, this chart and the data it represents could be particularly useful for OIPI management to find ways to minimize user risk in each area of the park, e.g. even more signage at the entrance gate regarding gear requirements, anchor regulations posted in the farther reaches of the park, or visible flagging of ice farming infrastructure at common problem anchors.

Rescues

This winter there were encouragingly few accidents/incidents in the park that resulted in injury, and only two high-angle rescues which involved Ouray Mountain Rescue. Thankfully there were an acceptable number of fatalities in the park this year; which is to say, **zero**.

- On January 7th, a climber was sitting in the bottom of the South Park area when a grapefruit-sized chunk of rock broke off of the back (east) wall and impacted her leg. Medical professionals were climbing in the area and attended to her immediately, and OMR was brought in for a high-angle extraction. Also on-site were a number of USAF parajumpers and their guides from Rigging For Rescue, who had just been practicing the exact rigging systems appropriate for the rescue; altogether, the patient had professional medical attention (including properly administered painkillers) and a rescue team already on the scene at the moment of impact, and an accordingly swift rescue was enacted.
- In late February, a climber was leading a climb in the Mixed Alcove, and suffered a ground fall when his primary (ice tools + crampons) and secondary (two cams in the crack) means of protection failed. Medical attention was given, and OMR was called for a possible high-angle extraction. However, the ER doctors on the scene were able to make the determination along with the climber that he was fit to walk out with assistance and didn't need to be hauled out of the gorge. He was later found to have suffered a compression fracture in his lower back, but was seen hiking around the ice park two days after the incident.
[NOTE: The two cams were Black Diamond C4 #1 and #2, and were heavily deformed under the climber's load before failure; a staff member familiar with the route remarked that the appropriate protection for the start of the route should have been C4 #2 and #3, and likely the undercamming of the units is what caused the protection to fail.]
- Also in late February, a climber was transitioning onto rappel atop South Park when he suddenly found himself at the bottom of the gorge; he was somehow mostly unharmed. The mechanism of failure is still unknown and will not be speculated on here, but the climber walked out of the gorge of his own volition and rescue personnel were not notified.
- Multiple climbers suffered serious falls down the School Room canyon access, but all were able to self-rescue and grave injuries were never apparent.

COVID-19

The 2020-21 winter season was unique for multiple reasons, but one of the most obvious and public was the COVID-19 pandemic and its effect on park operations.

A preseason assessment was done in the Uncompahgre Gorge; without delving into specifics, it showed that the square footage of the gorge was more than sufficient for social distancing at and beyond functional capacity.

Signage was placed at high-traffic areas encouraging users to follow social distancing guidelines, and staff were asked to wear face coverings when interacting with the public at Dick's Chalet. Social media posts were made to help spread awareness of the guidelines and restrictions for the season.

Dick's Chalet itself remained closed to the public for the season, with park information and merchandise/membership sales handled through the window. Free coffee and hot chocolate were moved outside, along with a display of park merchandise; this display had a clear impact on sales and should be utilized in the future. Staff were overall in favor of the changes at Dick's Chalet, and they may remain in effect even after the pandemic restrictions have been lifted.

The most noteworthy restriction implemented in the park was to make the catwalk between Dick's Chalet and the School Room open to one-way (entering) traffic only. Signage was placed at both ends of the corridor, and exiting traffic was redirected past the South Reservoir and over the Kids Wall climbing area. The vast majority of climbers adhered to this policy, with no notable exceptions. Going forward this restriction is moot, as the catwalk doesn't exist anymore.

As covered elsewhere, the Ouray Ice Fest was adapted for this year's edition due to the pandemic.

Whether or not the pandemic had any tangible effect on our overall numbers is a matter of speculation. International traffic was clearly diminished due to travel restrictions, and caution was likely exercised by a percentage of domestic climbers. However, in-state traffic was likely up, assuming the outdoor recreation usage trends displayed over the previous year are any indication.



OURAY ICE PARK

SUMMARY OF THE OURAY ICE FEST
COMPETITION

Collaboration with the UIAA (International Climbing and Mountaineering Federation)

There were only 2 ice climbing competitions in the world this year, and half of those happened right here in Ouray. As such, the International Climbing and Mountaineering Federation (UIAA) had a huge incentive to partner with us, and we developed a good working relationship and co-promoted each other's events. Our goal was to showcase Ouray, and the Ice Park, as a wonderful partner, and give them a taste of how easy we are to work with. We also wanted to demonstrate that we can put on a professional, world class, World Cup-like event. Our original intent was to hire a UIAA route setter — Nathan Kutcher — but COVID put an end to that, so Nathan pivoted and consulted with Marcus Garcia, from Durango. Marcus put on the 2019 UIAA World Cup competition in Durango in 2019, so he was a known quantity to Nathan and the UIAA.

We consulted with UIAA International Judge Kendra Stritch, from Minneapolis, about the rules and the judging. She is one of the few U.S. judges who is UIAA certified, and she is well regarded by the UIAA. She was able to get us connected to some of the UIAA technology to register athletes and to score their climbs with the UIAA scoring app, which interfaces with a live stream broadcast to provide viewers with real time updates. We paid her to drive out from MN, and put her up at an Airbnb, which is what she needed to feel safe. We also paid her as the professional that she is, and did not just treat her as a volunteer. After all, the other UIAA-certified folks were being compensated as professionals; again, we were trying to raise the standard. We wanted to reinforce the expectation in the ice climbing community that professional judges should get paid, and at least they are in Ouray. This was one more opportunity to show off and solidify Ouray's position as a serious destination for future events of this sort. As for Kendra's impact beyond her own judging qualifications and capabilities: Chris Haaland, who has been a volunteer judge for 25 years, said that he learned a lot from working with Kendra — which just goes to show, you can teach old dogs new tricks. ;-)

The Comp Director

A huge shout out to our comp director Lance Sullins and Peak Mountain Guides. They contributed countless hours preparing for the competition, handling athlete registration and athlete questions. Lance has several years of experience in the ice climbing and guiding scene. He was respected by the athletes and was super organized, a requirement. He worked well with Kendra Stritch to upgrade the comp format and tweak the rules to more closely comply with UIAA rules.

The Athletes

We felt that it was important to expand the field of athletes this year, and our goal was to make the athletes feel welcome, and well cared for. We also wanted them to have fun, and we wanted them to get in a lot of climbing in the park in addition to the competition routes. (That's what they wanted too.) Our aim was to create the vibe that Ouray is a must-be place to compete; along with the community atmosphere, we (and the athletes) wanted to implement some of the more modern competition techniques into the climbing routes, such as kicking into the plywood structure. We wanted the athletes to know that their voices were heard; we knew that if we did our job well, they would spread the word about how cool it is to compete in Ouray. All indications are: it worked. This year, we truly had the opportunity to nurture that next generation of ice climbing athletes — it's not hard to imagine that the next Will Gadd, Ines Papert, or Kitty Calhoun was sinking their tools into our competition structure this January.

The Livestream Broadcast

It was an absolute home run to have Liam Lonsdale provide the lead commentary for our competition broadcast. Due to COVID, he was unfortunately unable to be here in person, but we insisted that the production company figure out how to allow Liam to commentate from his living room in CA. The pitch was: in this day and age, this should be a no-brainer. (And we were NOT going to pay more to have it happen.) Liam has been a UIAA announcer for ice climbing competitions around the world for five years, and he announces the Adidas Rockstars rock climbing competition series — he is easily one of the most well-known people to have behind the microphone for this type of event. Liam has credibility and gravitas in the eyes of climbers around the world.

Supporting Liam was local guide, former Ouray Ice Fest and World Cup competitor, and Ouray Ice Fest route setter, Vince Anderson. It was critical to have a knowledgeable, local personality on the ground who could also serve as Liam's co-commentator and on-air analyst. They played off each other like two seasoned professionals. Vince did a fantastic job and provided the connection to the local community. Overall, Liam and Vince were a great team.

Citizen Pictures and Burst Marketing more than delivered on what they promised, and their live-stream broadcast exceeded our wildest expectations. And if you peeked inside their production trailer, during the broadcast, you would understand why.

A special call-out to Ouray Search and Rescue for letting us turn their upstairs classroom into an additional production studio for live interviews.

Thanks as well to Clearnetworkx for sponsoring us and running fiber optic cable from CDOT to the rescue barn, donating that install expense. This allowed us to have lightning fast Internet. OurayNet also stepped up again this year to provide us with backup Internet; we needed both to guarantee no break in the coverage.

COVID Planning and Execution

Thank you to Tanner Kingery for guiding and advising us, and for bringing the CPHD into the discussion to ensure that our operating plan would allow us to pull off the comp safely. He even tried to get us on-site testing, but all the folks he put us in touch with were unfortunately of no help. We then pivoted, and required that the athletes get their own testing 72 hours before arriving in Ouray, and submit the negative test results to us. This was a wise call, because one of the athletes tested positive before he even left Boulder; he obviously did not show up.

To help instill the importance of COVID precautions, the Executive Director did the COVID safety briefing as part of the athlete meeting on Wednesday afternoon. He emphasized the importance of running a SAFE event. With all eyes on Ouray, it was important that everyone involved set a good example for the rest of the world. COVID safety was also mentioned during the broadcast, and it was nice to hear during the UIAA's live stream several days later that they took a similar approach.

Spectators, or lack thereof, and "Crowd Control"

Chief Wood checked in with us regarding the comp; he wanted to know how he could help. He had some great ideas for next year as well, when we hope to once again hold an in-person event. Ethan stepped in when Silas was temporarily sidelined, due to quarantining, to help us address the potential COVID safety concerns with crowding / spectators. And City Council, you passed the resolution that truly gave us the ability to enforce the "no spectators" rule. With just one notable exception of an obnoxious individual (a known quantity to Ice Park staff) who tried to force himself into the event, it was not an issue at all. Everyone else was completely respectful, understanding, and complied with the regulations.

ROCC Ridgway Ouray Community Council Volunteers provided the traffic and crowd control.

Phenomenal Collaboration

In closing, the 2021 Ouray Ice Fest was a phenomenal collaborative effort; individuals, local businesses, and governmental entities all came together and worked to make this event a truly special one. In particular, we could not have asked for a better working relationship between the City's marketing guru, Markus Van Meter, and the OIPI marketing brain trust, Bayley Wood. Excellent communication and collaboration.

As was conveyed in the thank you e-mail to the department heads of OEDIT:

"I was so impressed by the collaboration from six different entities within the State of Colorado, including four separate departments within OEDIT, the Colorado Lottery, and the City of Ouray. Your financial support made it happen. It is a stellar example of how, when we all work together, we can execute on a world-class event, that was seen around the world, and continues to be viewed, now that it is connected to YouTube and social media. A special shout out to our partners at Burst Marketing and Citizen Pictures, as well as my staff, volunteers, and board members here at the Ouray Ice Park for being at the tip of the spear, and boots on the ground, to do all the heavy lifting.

This is a case study about how a team of can-do people are able to go beyond what any of us individually could have possibly accomplished. And in the midst of the terrible national tragedy of a pandemic, we were able to conduct our event safely. As many of you know, the Ouray Ice Park is truly the heart of the winter economy of the City of Ouray, and so many people depend on us. And they too are grateful for your support."

We can't thank everyone involved enough for their support, and we look forward to raising the bar yet again in 2022.

Friends of the Ouray Via Ferrata – Spring Report to the City of Ouray

-May 11, 2021

Fiscal Year Financials:

Due to covid these are not ready yet but we will forward when complete – hopefully in the next 30 days. Our accountants, Solga & Jakino, are currently working on them.

Annual budget:

Our budget for Calendar 2021 is as follows:

Ranger Payroll	\$ 40,000
Misc operating expenses	\$ 2,000
Construction of the Upstream Route	\$200,000
Upgrades of existing route	\$10,000
Total operating budget	\$252,000

Safety/reports:

The OVF rangers have completed a 2-day training program and developed reporting forms for any incidents that may happen during the season. 5 Rangers have been hired and trained and are supervising the route start from 8-4 daily.

Improvements:

We have completed the installation on a new early exit at the bench. This will allow a much earlier exit option for any user not wanting to continue past the 50% point of the route.

We have also completed a minor route improvement to allow an advanced option to relieve crowding at the start of the SkyBridge. This new option is called the SkyClimb. It is finished and is open to users after being certified by the route engineer. The new Upstream Route is under construction and completion is targeted for the July 4 weekend.

Concessionaire Use:

This season the independent FOVF board members approved 5 commercial guide services for the OVF.

Cirque Mountain Guides
Peak Mountain Guides
Mountain Trip
San Juan Mountain Guides
Base Camp

Events: Currently there are no special events planned for this season.

**OURAY CITY COUNCIL
SUMMARIZED MINUTES
MONDAY, MAY 3, 2021, 6 PM
320 6th Ave – Massard Room**

Zoom Meeting for Non-participants:

<https://zoom.us/j/9349389230>

Meeting ID: 934 938 9230

Passcode: 491878 or by phone: +1 408-638-0968 +1 669-900-6833

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

1. CALL TO ORDER

Mayor Nelson called the meeting to order at 6:00 pm.

2. ROLL CALL

Mayor Greg Nelson - present
Mayor Pro Tem John Wood - present
Councilor Glenn Boyd - present
Councilor Ethan Funk - present
Councilor Peggy Lindsey - present

Also present were City Administrator Silas Clarke, Finance and Administration Director Melissa Drake, City Resources Director Rick Noll, Public Works Director Joe Coleman, Police Chief Jeff Wood, Administrative Accounting Clerk Julie Lancaster, and City Attorney Carol Viner.

3. The PLEDGE OF ALLEGIANCE was recited

4. PUBLIC HEARING – Ordinance 3, Series 2021 – Noise Regulations

Mayor Nelson opened the floor for public comment. Since there were no comments, Mayor Nelson closed the floor.

5. CEREMONIAL/INFORMATIONAL – Thank you to Community Plan Committee

Mayor Nelson and all of council extended a thank you to each person who served on the committee.

6. Approval of Minutes – April 5 & 19

Councilor Lindsey made a motion to approve the minutes. Mayor Pro Tem Wood seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			

The motion passed on unanimous roll call vote.

7. CITIZENS' COMMUNICATION

Mayor Nelson opened the floor for public comment. Since there were no comments, Mayor Nelson closed the floor.

8. CITY COUNCIL REPORTS/INFORMATION

- a. Glenn Boyd** – MAC meeting coming up on Wednesday, May 5th. Walk-in clinic for Johnson & Johnson vaccines on Saturday from 9 am to 3 pm at the 4-H Center. Mock accident for schools will be May 14 at the fairgrounds, with Ouray PD and Ouray FD participation. Updated 402 course for council members and directors on May 24th in the Community Center. Mask mandate set to expire on May 7th, BOCC meeting to discuss potential extensions or changes. On May 17th, vaccines will move back to the public Health Office from the 4-H Center.
- b. Ethan Funk** – Ice Park meeting: discussed repair work for water system and hydroelectric system, engineering is making progress for regulatory approvals. Ongoing discussion of water rights.
- c. Peggy Lindsey** – Beautification Committee met on 30th, going to hold a “love your river walk” weekend this coming weekend to clean up the river walk, as well as a highway cleanup day on May 15th. Flowers will arrive around June 15th.
- d. John Wood** – Nothing to report
- e. Greg Nelson** – CML meeting about funding infrastructure projects and researching available grants and low interest loans.

9. DEPARTMENT REPORTS

a. City Administrator

IT Administrator will start next week, Pool Manager will be starting soon as well, depending on housing; Visitor Center Coordinator was hired; Community Development Coordinator starts this Wednesday. Hired 10 new employees at the pool, still need another 15. Box Canon opened on Friday, need one more cashier. Pool Operator, Seasonal Pool Operator and Seasonal Parks Maintenance positions are still open. Parks and Facilities Maintenance Manager, Building Inspector and Main Street Coordinator to open soon. Deck at the Visitor Center is complete, just a little more painting needs to take place. Multiple city projects are moving forward, including geothermal line, sidewalk repair and water treatment plant.

b. Police Chief

Presented service calls for month of April. Chief Wood presented the results of a week-long traffic study at the Horseshoe with approximately 79 cars an hour, during the monitored times, noting that it represents a very slow time of the year. Average speed was 28.8 mph (speed limit is 25), the fastest recorded speed was 43 mph. With results in mind, Chief Wood recommended 4 spots for cross walk locations. Councilor Lindsey suggested installing button-activated blinking cross walk indicators for added visibility.

c. Fire Chief

Chief Kunz could not attend this meeting, but will submit monthly reports going forward. Administrator Clarke wanted to thank all the firefighters involved in cleaning the streets in preparation for striping.

d. Public Works Director

Parking stall striping has been delayed due to weather, looking to complete later this week if weather cooperates. Mayor Pro Tem Wood asked for an update on the Rotary Park and Cascade Park restrooms, Mr. Clarke confirmed they have been ordered.

e. City Resources Director

Box Canon Falls had strong opening weekend. Running lifeguard certification classes at the pool to get more lifeguards.

f. Finance and Administrator Director – March 2021 Financial Report (YTD)

All funds have had higher revenue than expense this year except capital improvements fund and parks fund, which are not concerns at this time of the year.

10. CONSENT AGENDA – none

11. ACTION ITEMS

a. Ordinance 3, Series 2021 – Noise Regulations – Second Reading

Councilor Funk made a motion to approve the ordinance, Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

b. Resolution 4, Series 2021 – Adopting the Community Plan

Councilor Boyd made a motion to approve the resolution. Councilor Funk seconded the motion.

Mayor Nelson listed 3 minor changes that he wanted to see included in the motion. Councilor Boyd amended his motion, and Councilor Funk amended his second.

Council Member	For	Against	Abstain	Absent
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

c. Consideration of Blanket Huckstering Permit for the Wright Opera House for 7/3, 8/7, 9/4 and 10/2

Councilor Lindsey made a motion to approve the permit. Councilor Boyd seconded the motion.

Alyssa Preston presented on behalf of the Wright Opera House for multiple outdoor artisan markets with vendor booths hosted by the Opera House, like the market being hosted by Ouray Creative on May 29th.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

d. Consideration of Request for Funding from Ouray International Film Festival

Councilor Boyd made a motion to approve the request. Mayor Pro Tem Wood seconded the motion.

Councilor Boyd said that the newly adopted community plan has a focus on local arts, so it seems logical to approve it. Mayor Nelson said this is given with no implication that any money would be given in future years without a new request. Mayor Pro Tem Wood would also like to see requests like this to come much earlier in the future for budget planning. Councilor Funk asked if the Wright Opera House was the parent organization of the Ouray Film Festival, and if that was where the money would be sent. Alyssa Preston confirmed, and Councilor Boyd updated the motion to specify that money would be sent to the Wright Opera House for the Ouray International Film Festival. Mayor Pro Tem Wood amended his second.

Council Member	For	Against	Abstain	Absent
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

e. Consideration of US Forest Service Collection Agreement for Alpine Ranger Program

Mayor Pro Tem Wood asked if it was known what other municipalities would be contributing. It was not known who else was contributing to the program. Since it was only a \$5000 request, council decided to move forward with it without knowing who the other municipal participants would be.

Mayor Pro Tem Wood made a motion to approve the agreement, Councilor Lindsey seconded the motion. Councilor Boyd asked if the funds would be coming out the tourism fund; Ms. Drake confirmed.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

f. Consideration of Kraft Minor Subdivision involving Lot 2, Tract B of Ouray River Park Townhomes Plat with legal description of Ouray River Park Tract B, S: 30, T: 44, R: 7 (Parcel ID: 451530304011)

Andy Arnold from SEH, Inc provided the overview of the request, since the land in question had not been previously platted and is not zoned for residential currently, but has been given a legal name/description and GIS data from the County. The current structure on this lot is nonconforming in setbacks and square footage, but the nonconformity could continue if it was not extended beyond the current specifications because the lot is an unusual shape defined by a waterway. Because of the size and location of the lot, according to the code a park fee would be assessed, but Planning Commission recommended waiving the fee.

Councilor Lindsey made a motion to approve the minor subdivision and include the park fee, Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

g. Consideration of Professional Services Agreement for Engineering Services with Element Engineering, LLC for Water Treatment Plant Design

Mr. Clarke said the City met with 3 different contractors, and would like to move forward with Element Engineering to design the water treatment plant. Ms. Viner has reviewed the contract, and added clauses to the contract to ensure that the Council is kept up to date on the project on a regular basis so it stays on target.

Mayor Pro Tem Wood made a motion to approve the agreement, changing a reference of Exhibit A to Exhibit B. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			
Councilor Funk	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

h. Consideration of Letter of Support for Top of the Pines Dark Sky Designation

Councilor Boyd made a motion to approve the letter as written, Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Nelson	X			
Councilor Boyd	X			

Councilor Funk	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

12. DISCUSSION ITEMS – Future Agenda Items

Affordable Housing and Short Term Rentals Workshop(s)

Mayor Nelson has received numerous complaints about the repair of trenching on Oak St for broadband, and would like to hold the contractors accountable.

13. ADJOURNMENT

Councilor Lindsey made a motion to adjourn at 8:09 pm, Councilor Funk seconded the motion. The motion passed on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on May 3, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 7th day of May, 2021.

Melissa M. Drake, City Clerk

**OURAY CITY COUNCIL MEETING
SUMMARIZED MINUTES
MONDAY, MAY 17, 2021, 1 PM
320 6th Ave – Massard Room**

Zoom Meeting for Non-participants:
<https://zoom.us/j/9349389230>

Meeting ID: 934 938 9230 Passcode: 491878 Or dial: 408 638 0968 or 669 900 6833

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

1. CALL TO ORDER

Mayor Pro Tem Wood called the meeting to order at 1:00 pm.

2. ROLL CALL

Mayor Greg Nelson - excused
Mayor Pro Tem John Wood - present
Councilor Glenn Boyd - present
Councilor Ethan Funk - present
Councilor Peggy Lindsey - present

Also present were City Administrator Silas Clarke, Public Works Director Joe Coleman, Police Chief Jeff Wood, Community Development Coordinator Lily Oswald, City Resource Director Rick Noll, Administrative Accounting Clerk Julie Lancaster, and City Attorney Carol Viner.

3. The PLEDGE OF ALLEGIANCE was recited

4. CEREMONIAL/INFORMATIONAL – Introduction of new staff members Lily Oswald and Rich Willis

5. CITIZENS' COMMUNICATION

Mayor Pro Tem Wood opened the floor for public comment.

Since there were no comments, Mayor Pro Tem Wood closed the floor.

6. CITY COUNCIL REPORTS/INFORMATION

- a. **Glenn Boyd** – No new COVID cases since May 4th. Pfizer clinic at both schools for kids ages 12 and up on Thursday. County mask order is still in effect after CDC issued new guidelines on masks. Mock crash went well last week, around 200 students attended and 40 emergency personnel participated. Chief Wood and Councilor Boyd heard many positive reactions from students about the program.
- b. **Ethan Funk** – New PARC members came up to speed at first time meeting in over a year; committee is working on softball right now. There is still an opening on PARC committee for the treasurer position. The Ouray Library has posted the Ice Park documentary “Topping Out” on their website.

- c. **Peggy Lindsey** – Beautification committee meeting on April 27. New trees for berm at Rotary Park will be planted by the end of the month. Pool fence should be delivered and installed soon. Saturday's highway cleanup went well. River trail cleaning will occur weekly on Tues starting June 2nd from 7-9 am. Flowers for planters will arrive June 15th.
- d. **John Wood** – CEDC met on 5/13. Ms. Oswald will cover meeting in her report. TAC will meet on Wednesday, the 19th, time to be determined. Committee is looking for a new direction/goal to shoot for.

7. DEPARTMENT REPORTS

a. City Administrator

Pausing on repair to the non-insulated line at Nixon's and Howell's properties since there are leaks and mountain sloughing in between the railings in the canyon that needs immediate attention. Visitor Center will be opening by Memorial Day Weekend. Meet the City Administrator event will be held at the Wright Opera House on May 27th from 5-7 pm. Councilor Boyd asked if some sort of parking lines could be added at Cascade Park since parking is chaotic currently and could hold twice as many cars if they were spaced appropriately. Councilor Funk asked if the money being used for that project was originally set aside for another section of the same waterline, but since this has come up it is being reallocated to the new section for repairs. Mr. Clarke confirmed that was correct.

b. Finance and Administration Director

- i. **April 2021 Financial Report**
- ii. **Hot Springs Pool Visitation – April YTD**
- iii. **Sales Tax – March 2021 Activity**
- iv. **LOT – March 2021 Activity**

Mr. Clarke gave a brief overview of the financial activity since Finance and Administration Director Ms. Drake was out of town.

c. Community Development Coordinator

Proposed new 18 unit townhome development in progress at 1511 Main Street, as well as the 1900 Main Street Planned Unit Development; both are still pending. Contract building inspector Dan Reardon has been clearing up issues in interpretation of City Code and discovering contradictions in different parts of the code. 6 Building permits issued in April, 8 so far in May. Final Community Plan documents have been delivered. City has applied for a grant, working with SGM for crosswalk updates and Main Street revitalization project for \$2.1 million, details included in packet. CEDC Work session on May 13th, discussed Main Street Program, long term rental listings, Water charges/EQRs, summer kick-off event and workforce housing. Planning commission met on May 11th to make recommendations about two lot splits, which were recommended for approval. Looking into updating municipal code with SEH. Council is interested in reviewing statistics about Short Term Rental applications and approved properties compared to 2 years ago when the ordinance was initiated.

8. CONSENT AGENDA

a. Liquor License Renewal – For the Love of Food LLC dba Bon Ton

b. Liquor License Renewal – Outlaw Tradition LLC dba Outlaw Restaurant

Councilor Boyd made a motion to approve the consent agenda. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson				X
Councilor Boyd	X			
Councilor Funk	X			

The motion passed on unanimous roll call vote.

9. ACTION ITEMS

a. Resolution 6, Series 2021 – Approval of Authorization to Proceed with Certificate of Participation (COP) refinancing under authority set forth in Ordinance 2, Series 2020

Mr. Clarke provided details of the COP that has been proposed, revealing very favorable terms and rates for the City.

Councilor Lindsey made a motion to approve the resolution. Councilor Boyd seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Pro Tem Wood	X			
Mayor Nelson				X
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			

The motion passed on unanimous roll call vote.

b. Consideration of agreement with OIPI and FOVF to construct a restroom on City Property

Attorney Viner said item b and c (below) could be considered together, stating the only reason they are separate agreements is because the existing operating agreements for both have indemnification clauses, but for construction the clause should not be in place.

Mark Iuppenlitz asked about the Worker's Comp clause since the FOVF uses all volunteers. Ms. Viner said it wouldn't apply to volunteers.

Frank Robertson spoke on behalf of OIPI stating they were hesitant to take general liability over the restroom because of the wide array of users that would use the restroom beyond Ice Park users, and the OIPI Board would need to decide whether or not to accept that as written currently. Ms. Viner recommended removing certain sections of the agreements to accommodate.

Councilor Funk made a motion to approve the agreements with following items removed from the operating agreement: 4. Indemnity, 4. Liability, 7. Insurance, and 16. Joint and several liability, and the remaining items renumbered appropriately. Councilor Boyd seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson				X

The motion passed on unanimous roll call vote.

c. Consideration of agreement with OIPI and FOVF to maintain a restroom on City Property

Included in motion in item b.

d. Consideration of issuance of Notice to Proceed to Moltz Construction for Construction Manager-at-Risk for Wastewater Treatment Plant and direct City Attorney to create agreement with Moltz for future approval

City Staff interviewed two companies and unanimously decided to recommend hiring Moltz Construction.

Councilor Boyd made a motion to proceed with hiring Moltz Construction. Councilor Funk seconded the motion to discuss.

Councilor Funk asked about the \$30,000 credit listed, and Mr. Clarke said that would be given if we also used Moltz for construction as well as engineering.

Council Member	For	Against	Abstain	Absent
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson				X
Councilor Boyd	X			

The motion passed on unanimous roll call vote.

e. Consideration of Ficco Agreement regarding geothermal water usage

Councilor Lindsey has concerns with the language in item 4 after the “but”. Ms. Viner said that clause could be removed.

Councilor Boyd made a motion to approve the agreement, changing paragraph 4 to remove clause that states that future councils could change the agreement. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			
Mayor Nelson				X
Councilor Boyd	X			
Councilor Funk	X			

The motion passed on unanimous roll call vote.

f. Consideration of Letter of Support to Colorado Parks & Wildlife for “Ouray Proposal” to fund area specific collaborative efforts between Federal, State and Local agencies for conservation efforts

Mr. Clarke said the “capacity” mentioned is an employee dedicated to the proposal. He stated that is was not yet determined which entity will hold the staff member(s).

Councilor Lindsey made a motion to approve the letter of support. Councilor Funk seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Pro Tem Wood	X			
Mayor Nelson				X
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			

The motion passed on unanimous roll call vote.

g. Consideration of funding request from Mountain Air Music Series (MAMS)

David Turner presented the request for funds, stating this year has been much more difficult than previous years due to the COVID restrictions, and that going forward MAMS would be increasing their sponsorship fees. The \$10,000 would support one concert instead of the traditional 4 in years past due to the increased costs in social distancing and sanitization.

Mr. Turner also asked about the regulations they would need to adhere to with the new noise ordinance. Mr. Clarke said he had the power to issue a variance for the event and will work with Chief Wood on it.

Councilor Funk made a motion to approve funding for \$10,000 from the tourism fund. Councilor Lindsey seconded the motion.

Council Member	For	Against	Abstain	Absent
Mayor Nelson				X
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			
Mayor Pro Tem Wood	X			

The motion passed on unanimous roll call vote.

h. Consideration of Community Economic Development Committee (CEDC) Recommendations

Mayor Pro Tem Wood presented for the committee on behalf of Tom Fedel who could not attend. Mr. Clarke clarified that the Main Street Coordinator would be included in the PIO/Event Coordinator Position when hired and would not create a new position at the city.

Councilor Lindsey made a motion to approve the recommendations. Councilor Boyd seconded the motion.

Council Member	For	Against	Abstain	Absent
Councilor Boyd	X			
Councilor Funk	X			
Councilor Lindsey	X			

Mayor Pro Tem Wood	X			
Mayor Nelson	X			

The motion passed on unanimous roll call vote.

10. DISCUSSION ITEMS – Future Agenda Items

Affordable housing work session – 4 pm on June 7th.

11. ADJOURNMENT

Councilor Boyd made a motion to adjourn at 3:06 pm, Councilor Funk seconded the motion. The motion passed on unanimous vote.

ATTEST:

Greg Nelson, Mayor

Date

Melissa M. Drake, City Clerk

CERTIFICATION

I, Melissa M. Drake, do hereby certify that I am the City Clerk of the City of Ouray, Ouray County, State of Colorado, and that the above minutes are a true and correct summary of the meeting of the Ouray City Council held on May 17, 2021. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 3rd day of June, 2021.

Melissa M. Drake, City Clerk



City Administrator

Report for June 7, 2021 City Council

May 17 – June 4, 2021:

Wastewater Treatment Plant (WWTP) and Water Treatment Plant (WTP) Funding:

Over the last few months, I have been analyzing funding options for the WWTP. Now that we have to also construct the Water Treatment Facility, this research also applies. After reviewing USDA Rural Development, Lease-Purchase and State Revolving Loan options, it appears the most advantageous for the City is to move forward with the State Revolving Loan Fund for both projects. The Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) have slightly different requirements, however they are the best option. The loan funding sources will be compiled with all grants available through DOLA, American Rescue Plan (ARP) funding of approximately \$221,000 (allocations still being finalized by the federal government) and hopefully new funding depending on U.S. House of Representatives action for the Drinking Water and Wastewater Infrastructure Act (passed by U.S. Senate on April 29, 2021).

The State Revolving Fund was determined more advantageous based on the funding requirements compared to USDA Rural Development. One positive of the USDA loan is the funding can be potentially amortized over a 30-year period, compared to a 20-year period through the State Revolving Fund programs. Even with the possibility of an extended loan, the USDA funding source is not preferred based on multiple additional steps, oversight, reporting, time-line increases and cost increasing measures which are part of the Rural Development funding program. The Lease-purchase option was not as advantageous based on higher interest rates with this funding mechanism. In 2020, the national average interest rate for CWSRF loans was 1.2% (The EPA did not have this data listed for the DWSRF).

Both Engineering Firms (JVA, Inc. for Wastewater & Element Engineering, Inc. for Drinking Water) also provided information and both recommended the use of the State Revolving Fund program over the other loan funding options.

Certificate of Participation (COP) Loan Refinance (City Hall Lease Purchase Agreement for the Hot Springs Pool remodel):

The COP refinance is still on track for this month.

Perimeter Trail Meeting:

Rick Noll and I met with Ouray Trail Group (OTG) President, Steve Boyle, to review and provide input on the Ouray Perimeter Trail Master Plan. The Perimeter Trail Master Plan is being created at the request of the U.S. Forest Service. This plan is currently being updated and will be released within the next few weeks. The plan identifies the OTG's overall goals of the Perimeter Trail, property ownership, potential alignment issues and future realignment requests on Forest Service property.

Sidewalk Repair (Main Street) Program:

Two partial applications (waiting on quotes) have been received for the Main Street Sidewalk Replacement Program. I have had four additional meetings with property owners regarding the program. Many owners have stated they are working on quotes and plan for the fall for replacement.

Visitor's Center:

The Visitor's Center opened on Saturday, May 29, 2021 and has had 650 visitors as of June 4th. From Visitor's Center Coordinator, Paula Damke: "We have had compliments on our clean/open bathrooms. Our visitors love the water bottle filler. We have handed out maps of the city, box canon, pool info. Many of our visitors have come by for info on the Perimeter trail and other trails and inquired as to what jeep roads are open. I have a chalkboard that I update daily with jeep road info. Our visitors have left complimentary remarks on how friendly and helpful the visitor center has been."

"Meet the City Administrator" Event:

Over 100 citizens attended the event at the Wright Opera House on May 27, 2021. Thank you to the Wright Opera House for supplying the beverages and space at no cost to the City.

Geothermal Line Replacement Project:

SGM has completed surveying of the current line within Box Cañon and is now working on plans for bracing the water line infrastructure to assist with gravity flow and collect additional geothermal water for the Hot Springs Pool.

Box Cañon Road Access:

It has come to the City's attention that Google Maps is sending people up Queen Street and S. Pinecrest for the entrance into Box Cañon. I am working to remove the location of the falls within the park from Google Maps to prevent this issue. Public Works has also ordered additional signage stating "Dead End – No Box Cañon Access" to be placed on Queen Street.

City of Ouray Police Department

May 2021

For the month of May 2021 OUPD ran approximately 393 calls for service

These included:

- **180 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **36 Parking complaints**
- **14 Other traffic calls**
- **10 VIN certifications**
- **5 Alcohol Citations**
- **3 Bear/Animal complaints**
- **3 Code Violations**
- **2 Trespassing Complaints**

OUPD has completed all of our yearly reoccurring training. We have transitioned to our summer schedule which has greater coverage over a longer period of the day. The new Polaris has been marked and is in service, we will be taking it in shortly to have the emergency equipment installed. We anticipate it will see heavy use during the summer months.

Upcoming Events:

We are in the process of planning for the summer events such as 4th of July and National Night Out. When the City makes final arrangements for what events will be held this year OUPD will make the finalized request for outside agency assistance and manpower.

Fire Department Report For the month of May

6/1/21

13 training opportunities in the County for the month of May.

Apparatus Defensive Driver training at the fairgrounds. Division of Fire Prevention and Control have let us use the states Live Fire trailer for a total of 28 days. It has been set up down at the north corridor. Division of Fire Prevention has used this trailer with Ridgway Fire numerous times.

The fire department was contacted from an individual from Grand Junction that is a pyrotechnic specialist that recently retired. He donated a small supply of fireworks and tubes for our future shows. We used a portion of these for the Graduation Class display.

Received our firework order for 2021

No major concern on Ouray Cuntty drought issues at this time

5/5 Call: House, Smoke showing 9 firefighters, Engine 11, Tender 11, Truck 11

5/10 Call: Gas Leak 5 firefighters, Engine 11

5/14 Ouray County Mock Accident

5/22 Held our annual Fireman's Banquet.

5/27 Call: Accident CR 17. 5 firefighters. Extrication

Public Works May 2021 Update

Water

- Water Usage Numbers for **April:**
 - Influent (Water from spring) – 27,877,898 Gallons
 - Effluent (Water to town) – 12,973,428 Gallons
 - Hydro Plant – 4,108,681 Gallons
 - Mineral Farms – 386,600 Gallons
- City staff conducted a kick off meeting with Element Engineering to discuss the new water treatment facility. We discussed opening up the CMAR bidding process immediately, draft documents should be in front of City staff shortly. We also discussed the preliminary floorplan, looking at possible locations, SRF Funding with potential of a DOLA grant and the likelihood that the City will not be able to meet the 18 month timeline. City staff along with Element Engineering will work very closely with CDPHE and keep the lines of communication open at all times.
- Water service line leak repair. Crews were able to replace an old section of pipe and properly plumb the line
- Two new water taps installed by Public Works.

Sewer

- City staff along with JVA conducted two interviews for potential construction manager at risk (CMAR) for the design build wastewater treatment facility project . A total of six contractors attended the meeting. The City awarded the contract to Moltz Construction.
- Continue to skim the lagoons of debris as needed.
- Started another four weeks of influent and effluent wastewater sampling at the wastewater treatment plant for potentially dissolved copper. This data will help answer questions from CDPHE in the site application permit.
- One new sewer tap installed.

Streets

- Continued adding road base and grading roads throughout town. Mag Chloride application is scheduled for Wednesday June 2nd and Thursday June 3rd.
- Parking stalls on HWY 550 were striped on May 4th and May 5th.
- Worked with multiple contractors and approved 18 excavation permits.
- Upon request, the flower planter on the west side of Main Street on 8th Ave has been removed.
- Unplugged storm drain on 6th Ave.
- Replaced bridge over the flume at the catch basin by Miner's Park.
- Hung American and Colorado Flags on Main St.

City Resources

- Continued geothermal monitoring.
- Monthly water sampling for the Hot Springs Pool.
- Visitors Center – Remove old furniture, new carpet installed, air conditioning unit installed, old furniture and carpet hauled off to the transfer station (1.59 Tons)

- Echo Chamber – Framing and drywall installation started, there will be a total of 3 new offices completed.
- Prepped baseball field in anticipation of little league starting at the end of April. Games are scheduled for May 24th, June 5th, June 8th and June 14th. Public Works will do its best to prep the baseball field twice a week for practice and prior to the scheduled games.
- A new slide has been ordered for the playground area at Fellin' Park. The repair is not expected to happen until late June. This specialty item has to be built and installed by the company.
- Interviewed and hired one candidate for the parks maintenance seasonal position. The start date for the new employee is Wednesday June 2nd.
- Turned on irrigation in all City Parks.
- Onsite meeting with SGM to walk the Geothermal Line and work on a solution for the current issues the line is experiencing in the canyon. Survey Crews conducted a survey of the line on May 19th and the engineers on working on possible solutions. The current plan is to install an isolation valve along with a plan to brace the geothermal line and edge of the river bank that is failing. Access will be a challenge on this project.
- River Walk – Spent 11 hours cleaning and hauling piles created by the Beautification Committee cleaning the river trail walk. A total of 5 dump trucks was hauled off.
- Set out all mining equipment and planters in preparation for the flower delivery. Public Works time for this project was approximately 20 man hours.

City Resources Department

June 7, 2021

The San Juan National Forest hosted an online meeting where information was presented regarding restrictions and other important information to share with visitors this summer season. The information that was presented has been shared with front desk staff at City operated facilities.

Year to date visitation at the Box Canon Waterfalls exceeds visitation numbers for the same time period in any previous year.

Black Swifts have returned to nest at the Box Canon Falls. A Black Swift nest cam has been installed near the waterfall through a combination of volunteer efforts, City resources, and grant funding. The camera will allow researchers to study the nesting habits of this protected species. A monitor for viewing the nest cam has been mounted in the Box Canon Falls Nature Building. Live stream images from the nest cam are also available on the Visit Ouray website.

An opening remains unfilled for a Box Canon Falls Cashier. Other staff is filling in temporarily until this position can be filled.

The Ouray Trail Group has completed improvements to the High Bridge Trail at the Box Canon Falls Park. Some drainage issues were addressed, steps built in some places, a fence was removed and replaced with new cabling to keep people on the trail and to improve safety. There is more work that needs to be completed on this section of trail to reduce erosion and to make the trail more enjoyable for visitors.

The President of the Ouray Trail Group met with City staff to review the Perimeter Trail plan, especially in the areas where the Perimeter Trail is on City property and where it intersects with City owned resources.

Carmen Brashier began working at the Hot Springs Pool earlier this week as the Pool Manager. Carmen is currently engaged with onboarding and orientation while familiarizing herself with staff, pool operations, City procedures, and with Hot Springs Pool patrons. Carmen has worked in several aquatic recreation facilities, most recently the swimming pools at the Breckenridge Colorado Recreation Center.

Several individuals recently completed American Red Cross Lifeguard Certification at the Hot Springs Pool and have completed their shadow shifts. Many of these new lifeguards were on deck over Memorial Day weekend. Memorial Day weekend was busy with visitation numbers slightly higher in 2021 compared to the same weekend in 2019. The Hot Springs Pool was closed during this holiday weekend in 2020. The next Lifeguard Certification Course will be held at the Hot Springs Pool later this month.

The Overlook Pool has been drained, power washed, and cleaned with ascorbic acid. The pool is now refilled.

Bearings in the pump that provides water to the water slides at the Hot Springs Pool seized during the period the slides were not operated between September 2019 and May 2021. The pump has been removed and taken to a shop in Montrose for repair. As soon as repairs are completed and the pump is reinstalled the slides will be opened.

Two Pool Maintenance Operators have been recently hired and began work this week. This is to fill positions that have been open since the end of March, and earlier, at the Hot Springs Pool.

Shade sails were installed over the Hot Pool in mid-May but had to be taken down after one of the sails was damaged by high wind gusts. The sails were removed for safety reasons and will be reinstalled with new hardware.

Hot Springs Pool hours are 10 am to 10 pm daily through the summer. Summer hours at the Box Canon Falls are 8 am to 8 pm daily.

With the lifting of many pandemic related restrictions, several events are being scheduled at the Ouray Community Center and Ouray Parks. These are being coordinated by the City Resource Director until the Event and Communications Coordinator position is filled.

365 Day Report

DESTINATION TOURISM MARKETING

VISIT OURAY

Markus Van Meter

OURAY, COLORADO

OVERVIEW

State of Tourism In Ouray

Accomplishments

Stats and Platforms

Duties and Responsibilities

Looking Ahead

ACCOMPLISHMENTS

- **Successfully rebuilt tourism post COVID based on content creation and marketing with a streamlined model that is TABOR compliant.**
- **Landed the U.S. Capitol Christmas Tree Episode of America's Forests with Chuck Leavell and worked on Ouray's behalf as Associate Producer of the show. The Christmas Tree was on display in Ouray over Gunnison and Telluride.**
- **Donated [VisitOuray.Com](#) and rebuilt the website at a 25K dollar savings to the City of Ouray over market value. Implemented an ADA compliant solution.**
- **Moved the Visitor's Guide digital saving money and expanding reach with ease of access and producing 4 digital publications in 2021. Winter/Summer/Fall Guide/Winter 2022**
- **Collaborated with Ouray Ice Park Incorporated to implement and produce the Live Stream for the Ouray Ice Fest that reached 10 million people.**
- **Collaborated with Ouray International Film Festival to grow their event for 2021.**
- **Collaborated with Tourism Advisory Committee to implement their recommendations**
- **Started the Visit Ouray Media House to tell the visual story of Ouray and provide content to media outlets to help promote our community.**
- **Built the Visit Ouray Media House YouTube Channel to house all video assets for the City of Ouray and Visit Ouray**
- **Collaborated with #OurayMade supplying imagery, messaging and video to promote the new initiative.**
- **Inclusiveness VS. Exclusiveness. No more pay-to-play for tourism support.**

STATS AND PLATFORMS

DIGITAL PLATFORMS AND REACH

Utilizing our Assets

Instagram

Facebook

YouTube

Digital Visitor's Guide

Website

TARGET DEMOGRAPHIC

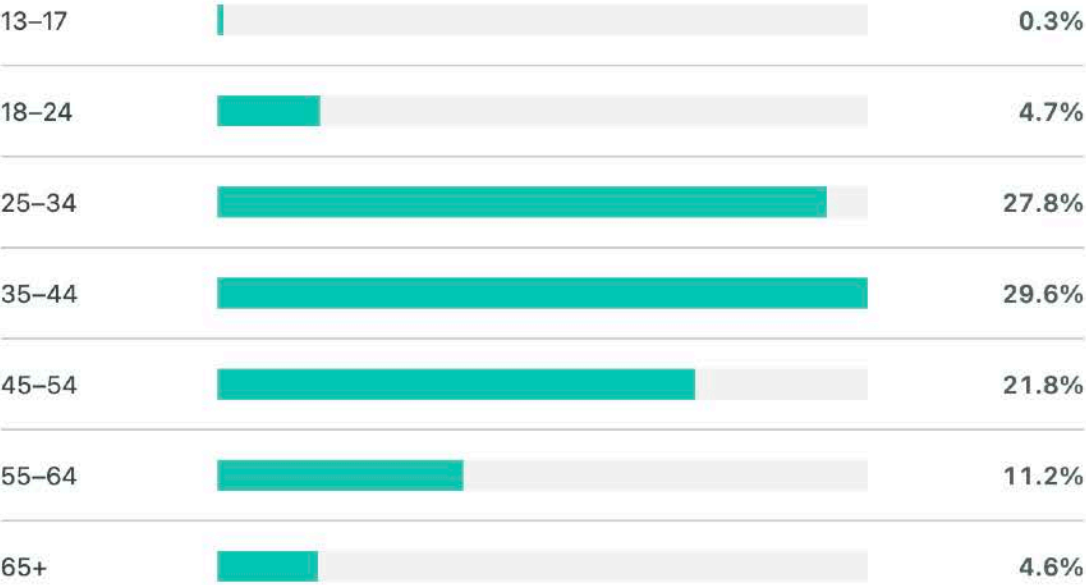
- **20-55 years old Adventure Traveler**
- **Millenials make up 21 percent of consumer discretionary purchases**
- **1/4 are parents with influence over older generations (moms, dads, family members)**
- **This demographic values experiences with 75% craving travel**
- **Target market with digital technology (i.e. Visitor's Guide)**
- **Introduce them to Ouray so they want to live here and work remotely**
- **Benefits our economy, our eco-tourism efforts and our school**
- **Residual benefits of this demographic spill over to the older generations while introducing younger "kids" to Ouray. A model most of our travelers 55 and up experienced as a kid.**

INSTAGRAM

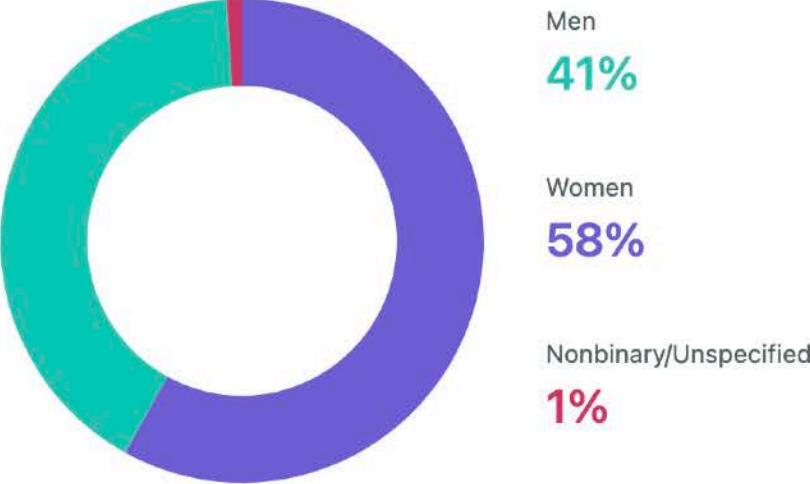
Instagram Audience Demographics

Review your audience demographics as of the last day of the reporting period.

Audience by Age



Audience by Gender



Women between the ages of 35–44 appear to be the leading force among your followers.

Audience Top Countries

 United States	21,277
 Brazil	108
 India	76
 Mexico	73
 Canada	68

Audience Top Cities

Denver, Colorado	1,374
Colorado Springs, Colorado	707
Durango, Colorado	547
Grand Junction, Colorado	494
Montrose, Colorado	358

Show All

Instagram Performance Summary

View your key profile performance metrics from the reporting period.

Impressions

4,551,336 ↗170%

Engagements

249,463 ↗108%

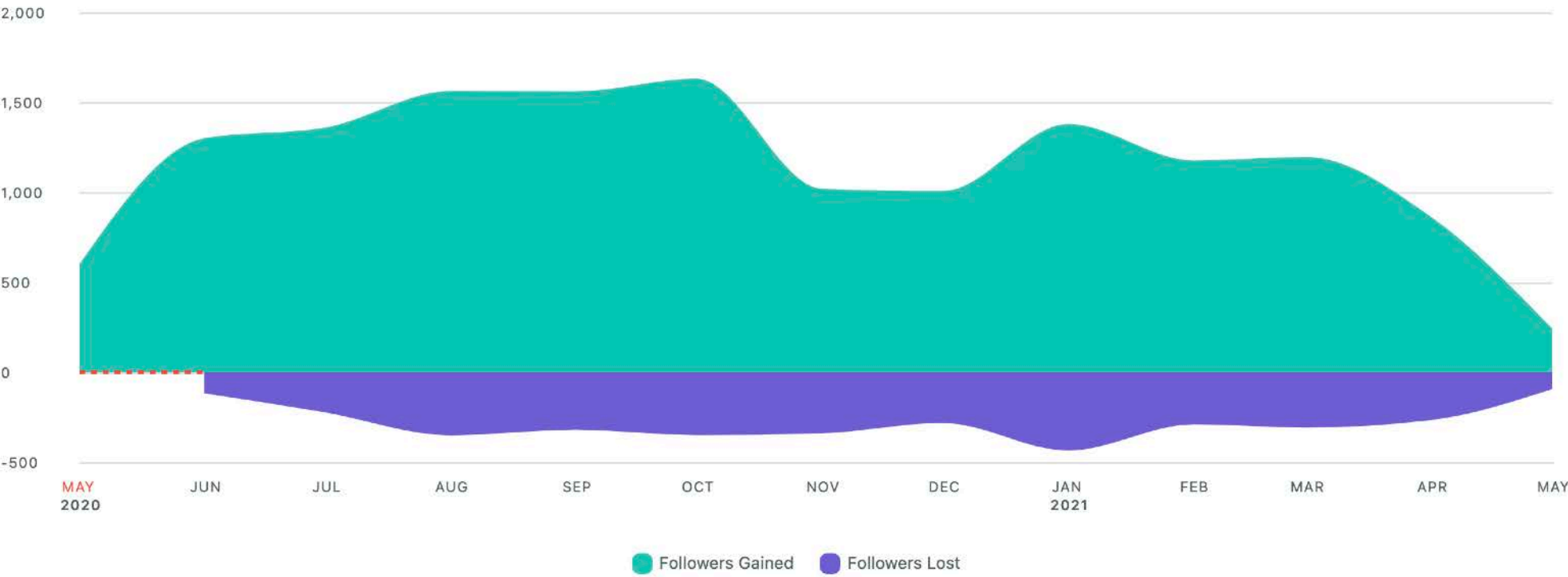
Profile Actions

1,905 ↗486%

Instagram Audience Growth

See how your audience grew during the reporting period.

Net Follower Growth Breakdown, by Month



Audience Metrics

Followers

Totals

29,239 ↗64.29%

Net Follower Growth

11,500 ↗49.14%

Followers Gained

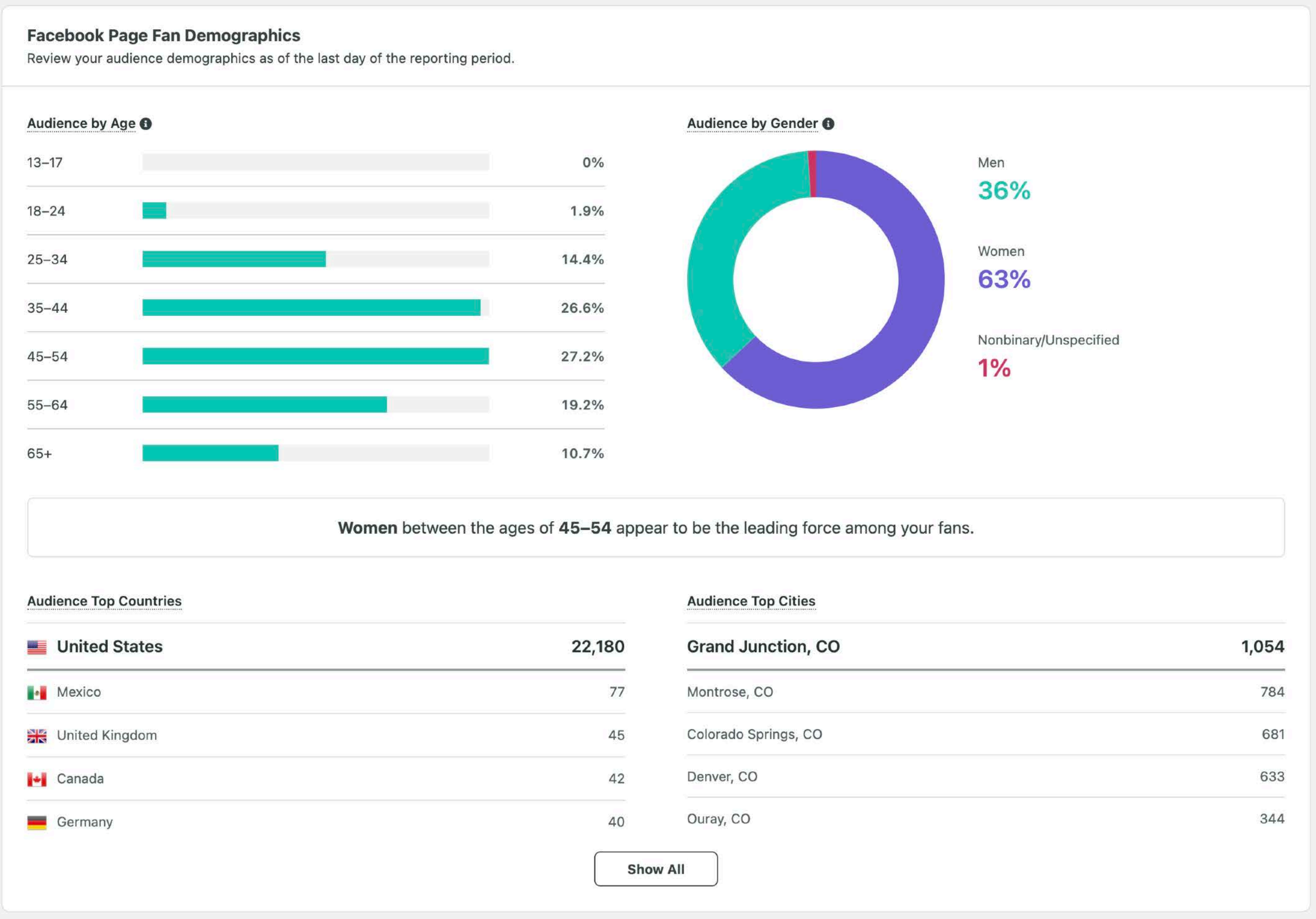
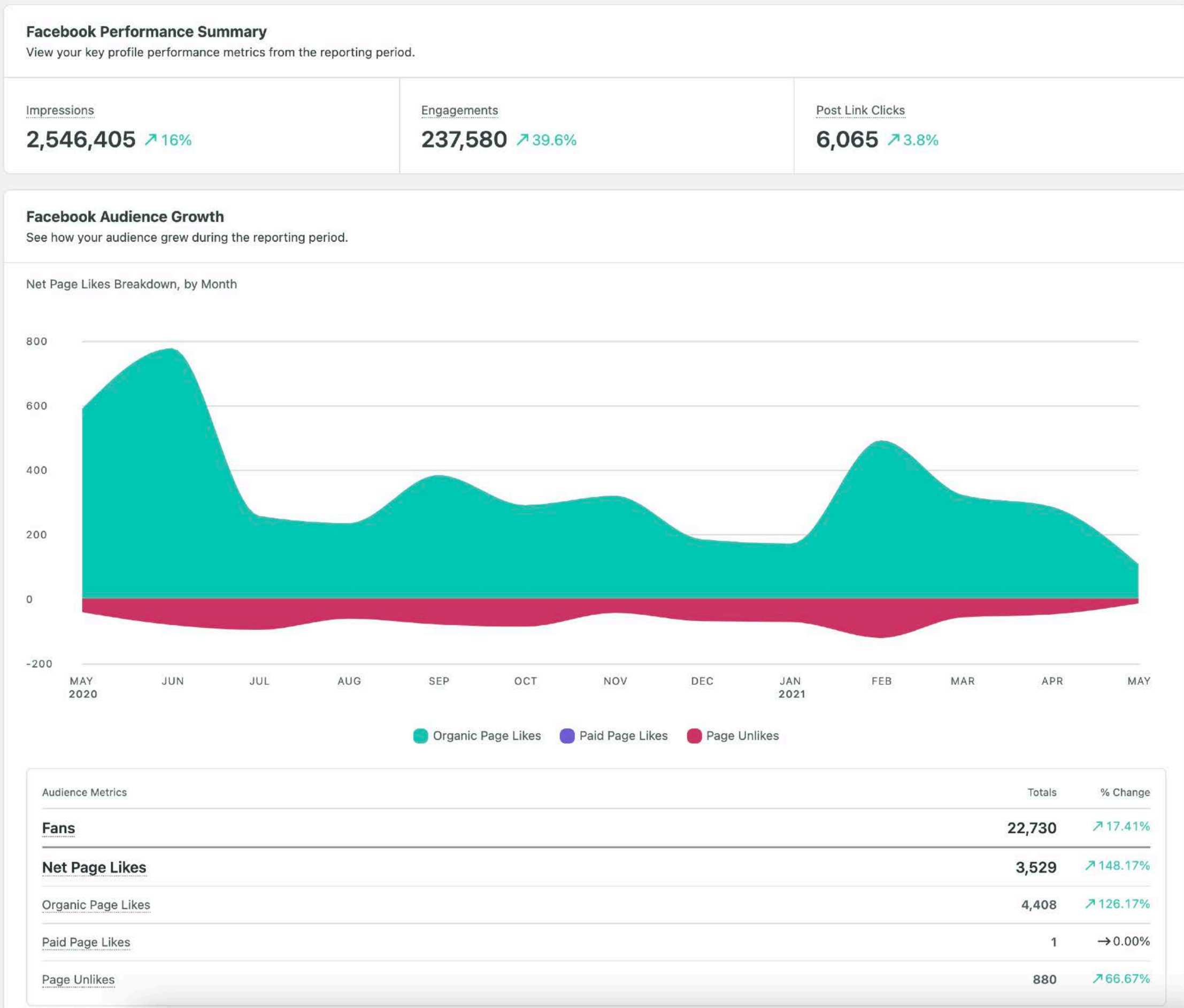
14,891 ↗93.11%

Followers Lost

3,391 -

Targeting the 350 Mile Drive Market

FACEBOOK

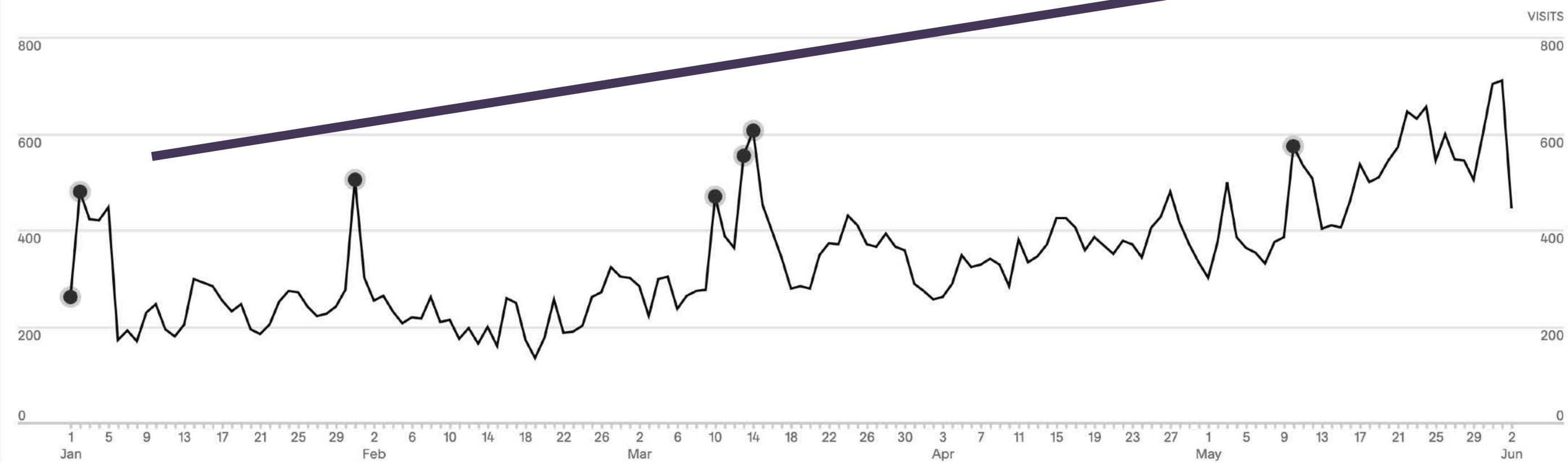


VISITOURAY.COM

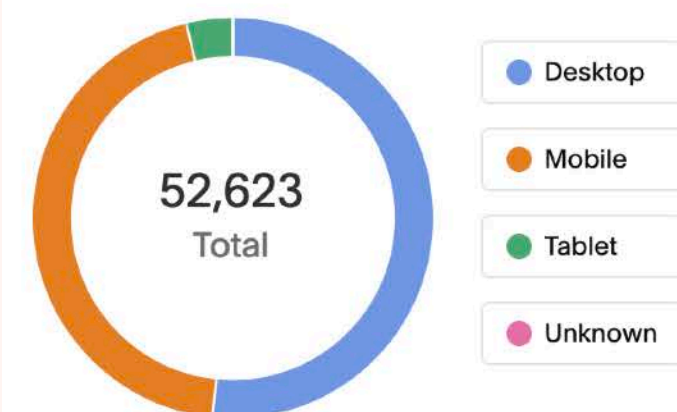
VISITS	BOUNCE RATE	UNIQUE VISITORS	PAGEVIEWS
53K	58.33%	39K	103K
+100% yr/yr	+100% yr/yr	+100% yr/yr	+100% yr/yr

Visits

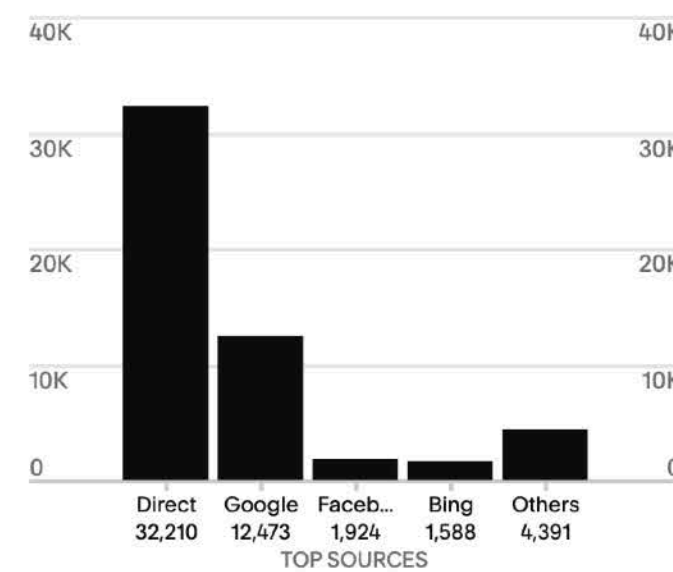
Jan 1–Jun 2, 2021 • 52,623 Total +100% yr/yr



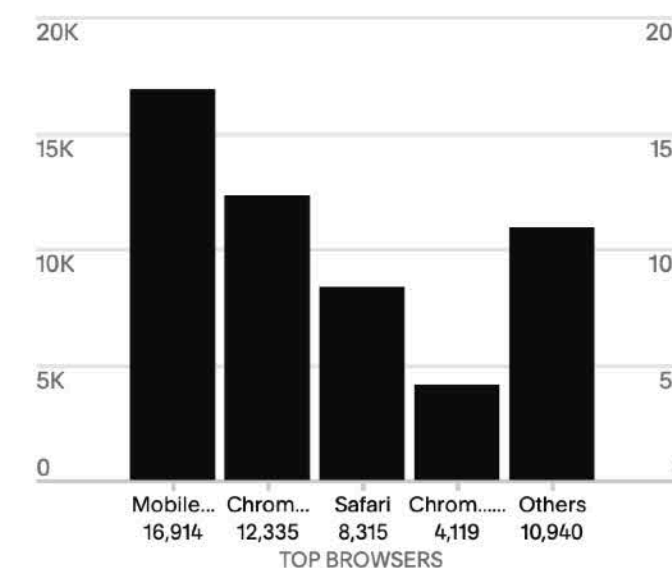
Top Devices by Visits



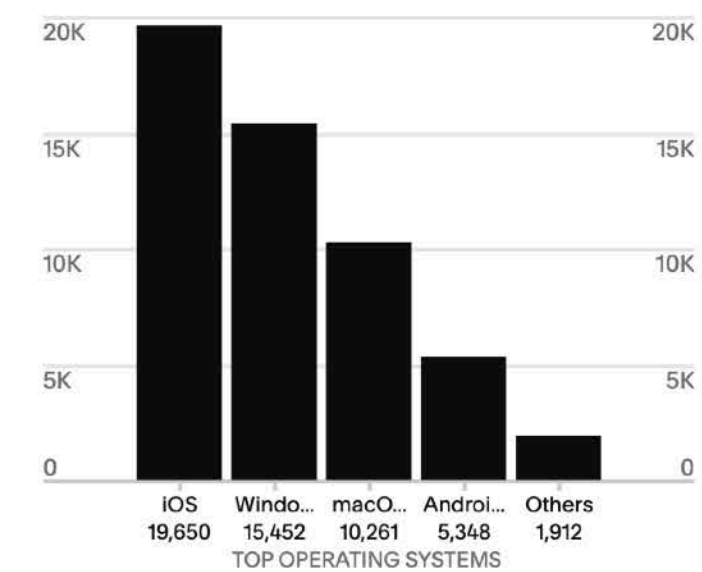
Top Sources by Visits



Top Browsers by Visits



Top Operating Systems by Visits



VISITOR'S GUIDE

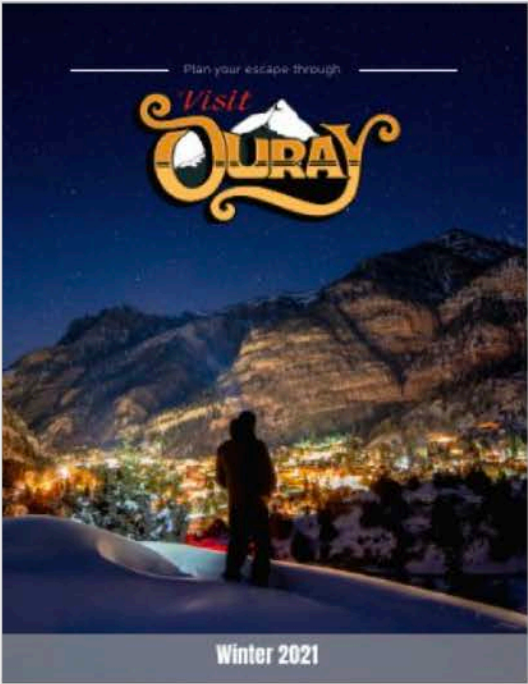
Statistics Visit Ouray Winter Guide 2021

Key performance indicators for your flipbook, for a selected date range

[View overall stats](#)

Jan 29, 2021 - May 31, 2021

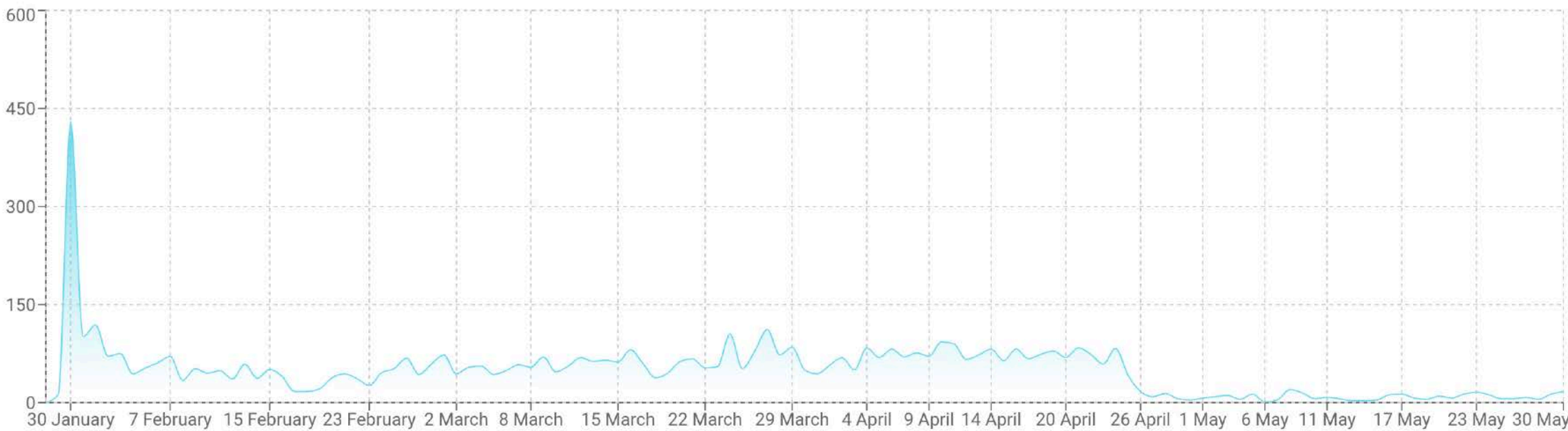
Summary



6018 Impressions	3089 Views
00:02:11 Average time spent	57 Downloads
0 Likes	

Flipbook statistics

Impressions Views Average time spent Downloads Likes



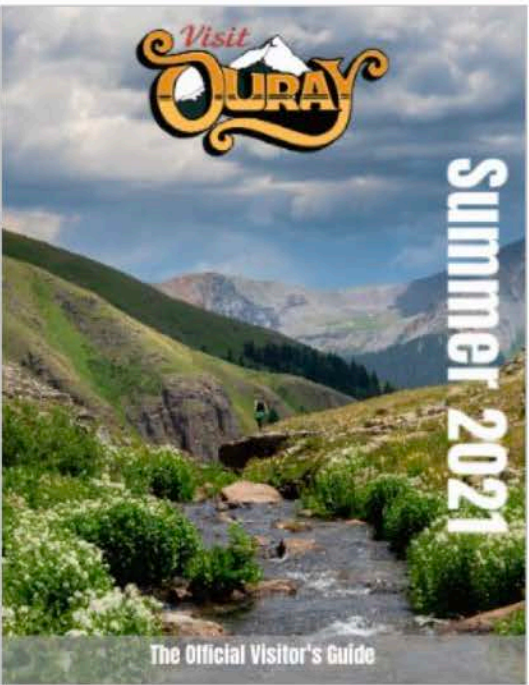
Statistics Visit Ouray Summer Guide 2021

Key performance indicators for your flipbook, for a selected date range

[View overall stats](#)

Jan 29, 2021 - May 31, 2021

Summary



3617 Impressions	2639 Views
00:11:08 Average time spent	88 Downloads
0 Likes	

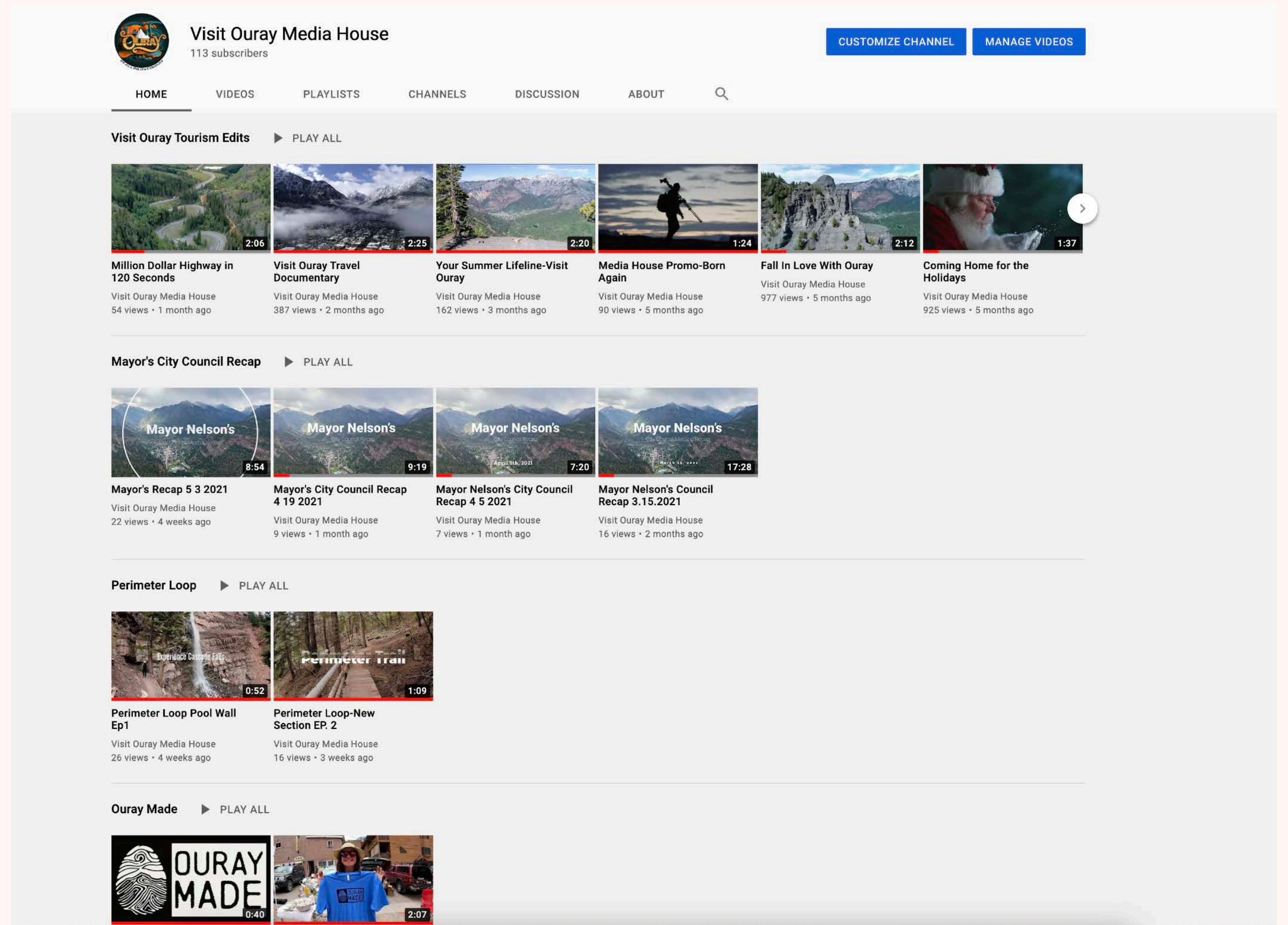
Flipbook statistics

Impressions Views Average time spent Downloads Likes



YOUTUBE

- **Relatively new initiative started in February of 2021**
- **113 Subscribers**
- **25 videos and counting**
- **Market value for a promo video is \$1,500 to 10K per minute depending on dynamic quality.**
- **Assets for both Visit Ouray and City of Ouray**
- **Videos are integrated into Social Media and Website and shared with media outlets**
- **This is the future.**



DUTIES AND RESPONSIBILITIES

WHAT I DO

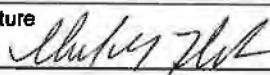
- **Update and Maintain the Website Seasonally**
- **Build and Publish the Digital Visitor's Guide 2 times per year and supplemental guides (2021 will get 4 publications averaging 116 hours for each publication)**
- **Work with Colorado Tourism Office as a Destination Marketing Outlet (Host Travel Writers, Media Companies, Production Companies-i.e. US Capitol Christmas Tree)**
- **Build and Maintain Visit Ouray Media House (My content development)**
- **Provide Royalty Free Photography and Videography for the City of Ouray and Visit Ouray (Lifeguard Recruitment Video, Promo Videos, Mayor's City Council Recap)**
- **Provide 5 Social Media Posts weekly for tourism that fit the messaging for the season-education and impact**
- **Build and develop the Youtube Channel**
- **Provide Social Media Posts for the City of Ouray-Announcements, Meetings, Events, Notices**
- **Post City Council Packets on City Website**
- **Post Job Openings working with HR on both City Website and Ouray Hot Springs Website**
- **Build and implement seasonal marketing campaigns for tourism focusing on eco-tourism**
- **Work with OIPI, The Wright Opera House, Ouray Made to promote and implement big ticket events that benefit Ouray.**
- **Create Graphic Art on demand for both City of Ouray and Tourism**
- **Collaborate with regional partners, Visit Montrose, Ridgway, Treadlightly, US Forest Service, Silverton Chamber, Lake City, Mountain Studies Institute**
- **Collaborate and implement with the Tourism Advisory Committee**

LOOKING AHEAD

BIG ITEM PUSH

- **Continue to develop an Eco-Tourism Model (the future of tourism)**
 - **Develop 7 information videos explaining the principles of Treadlightly**
 - **Develop seasonal video messaging focusing on safety in our backcountry**
 - **Work with Ouray Creative District to build their initiative**
 - **Work with the Ouray International Film Festival**
 - **Work with OIPI in promoting the Ouray Ice Fest (connecting Main Street)**
 - **Smartphone App Development for Visit Ouray**
 - **Add the TikTok Platform to our digital footprint**
 - **Start working on the Million Dollar Hill Climb (Exploratory)**
-

Bed and Breakfast Permit Application

2341 Bed and Breakfast Permit				<input type="checkbox"/> New		<input checked="" type="checkbox"/> Renewal		\$71.25					
1. Name of Applicant CHINA CLIPPER B&B LLC				Liquor License Number 03-11312									
2. Trade Name of Establishment (DBA) CHINA CLIPPERS													
3. Address 525 2ND STREET						Phone Number 9703250565							
City Ouray			County Ouray			State CO		ZIP Code 81427					
4. Mailing Address (Number and Street) PO BOX 465				City Ouray			State CO		ZIP Code 81427				
<ul style="list-style-type: none"> • Attach a copy of a deed or lease in the exact name of the applicant only, reflecting possession of the permitted area for at least the minimum duration of this permit (1 year from date of issuance). • Attach a diagram of the premises which accurately reflects the area where alcohol beverages will be stored, served, possessed or consumed. <p>Pursuant to 12-47-410, C.R.S., Applicant hereby states that it qualifies for a Bed and Breakfast Permit, in order to serve complimentary alcohol beverages, and certifies to the State Licensing Authority:</p> <p><input checked="" type="checkbox"/> That it has no more than 20 sleeping rooms, and</p> <p><input checked="" type="checkbox"/> That it provides at least 1 meal per day at no charge other than for overnight lodging, and</p> <p><input checked="" type="checkbox"/> That it does not sell alcohol beverages by the drink or in sealed containers, and</p> <p><input checked="" type="checkbox"/> That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:</p>													
Monday Hours		Tuesday Hours		Wednesday Hours		Thursday Hours		Friday Hours		Saturday Hours		Sunday Hours	
From: 3:00 P m.		From: 3:00 P m.		From: 3:00 P m.		From: 3:00 P m.		From: 3:00 P m.		From: 3:00 P m.		From: 3:00 P m.	
To: 7:00 P m.		To: 7:00 P m.		To: 7:00 P m.		To: 7:00 P m.		To: 7:00 P m.		To: 7:00 P m.		To: 7:00 P m.	
Oath of Applicant													
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.													
Signature 						Title Executive mkt				Date 5/13/2021			

Report and Approval of Local Licensing Authority (City/County)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended.		
THEREFORE, THIS APPLICATION IS APPROVED.		
Local Licensing Authority (City or County)		Date filed With Local Authority
Signature	Title	Date
Report of State Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.		
Signature	Title	Date
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY		
Date License Issued	License Account Number	Period
2341-100	(999)	2102 750 (999) TOTAL

Permit Application and Report of Changes

Current License Number <u>42941420002</u>		
All Answers Must Be Printed in Black Ink or Typewritten		
Local License Fee \$ <u>waived</u>		
1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company		Present License Number 42941420002
2. Name of Licensee Friends of the Wright Opera House		3. Trade Name The Wright Opera House
4. Location Address 472 Main Street		
City Ouray	County Ouray	ZIP 81427
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.		
Section A – Manager reg/change		Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee \$150 <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License		
• Liquor License No. <u>42941420002</u> <input type="checkbox"/> Duplicate License \$50.00		
Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed We would like to add the outside area of our property, referred to as The Wright Back Lot, _____ to our liquor service area, since we have incorporated it into our programming due to the _____ COVID pandemic regulations and mandates.</p> <p>(b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>



**THE
WRIGHT
OPERA HOUSE**

200 West 10th
Omaha, NE 68102

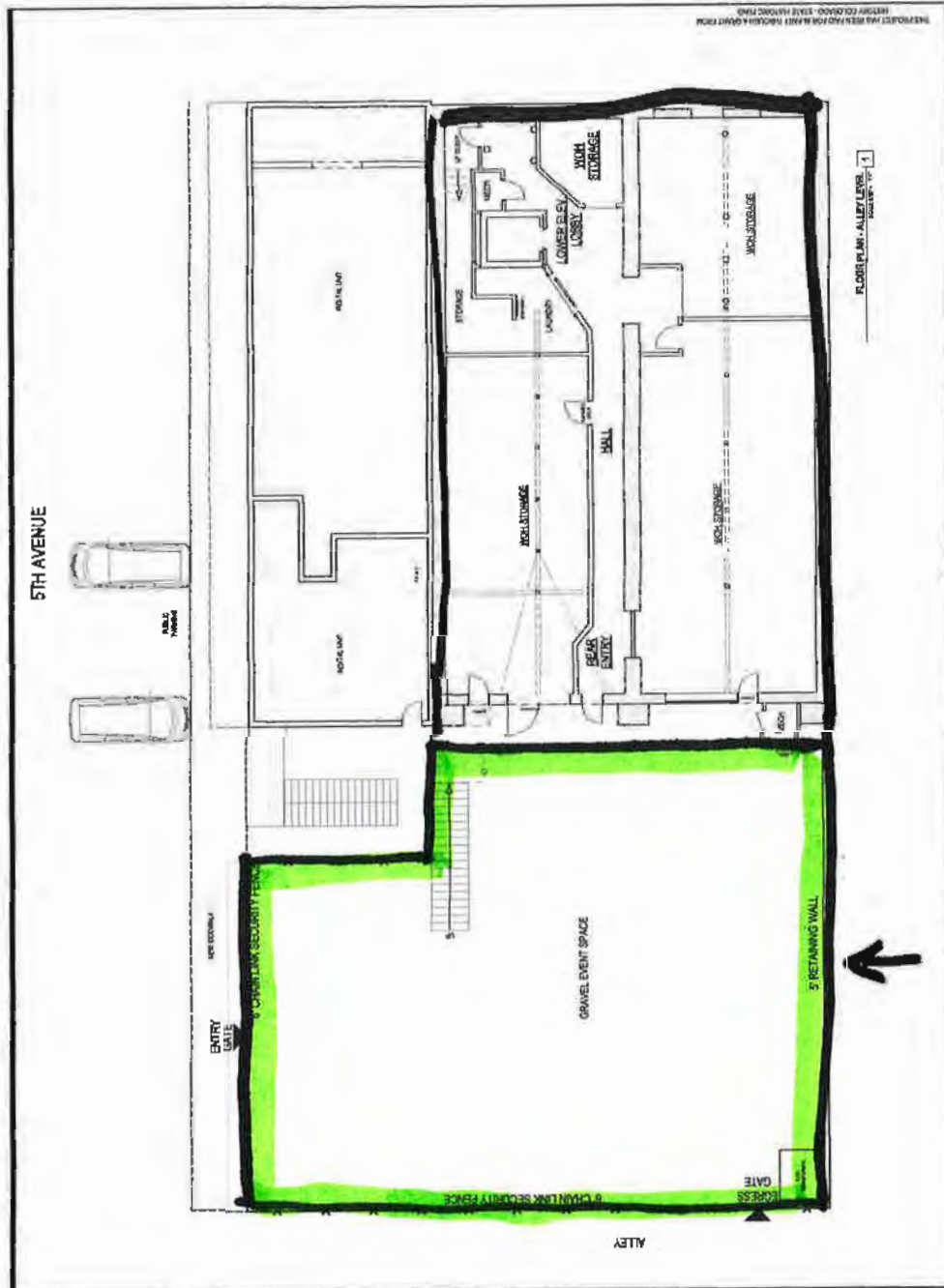
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Engineer: [illegible]
Interior Designer: [illegible]
Landscape Architect: [illegible]
Mechanical Engineer: [illegible]
Electrical Engineer: [illegible]
Civil Engineer: [illegible]
Structural Engineer: [illegible]
Environmental Engineer: [illegible]
Health and Safety Engineer: [illegible]
Acoustic Engineer: [illegible]
Lighting Engineer: [illegible]
Audio Engineer: [illegible]
Video Engineer: [illegible]
Stage Engineer: [illegible]
Production Office: [illegible]
Box Office: [illegible]
Ticket Office: [illegible]
Concessions Stand: [illegible]
Restrooms: [illegible]
Storage: [illegible]
Loading Dock: [illegible]
Garage: [illegible]
Office: [illegible]
Rehearsal Room: [illegible]
Dressing Room: [illegible]
Green Room: [illegible]
Stage: [illegible]
Orchestra Pit: [illegible]
Auditorium: [illegible]
Lobby: [illegible]
Elevator: [illegible]
Staircase: [illegible]
Entrance: [illegible]
Exit: [illegible]
Fire Exit: [illegible]
Fire Alarm: [illegible]
Fire Sprinkler: [illegible]
Fire Extinguisher: [illegible]
First Aid Kit: [illegible]
Emergency Exit: [illegible]
Emergency Phone: [illegible]
Emergency Light: [illegible]
Emergency Sign: [illegible]
Emergency Alarm: [illegible]
Emergency Broadcast: [illegible]
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Emergency Response: [illegible]
Emergency Plan: [illegible]
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Emergency Exercise: [illegible]
Emergency Simulation: [illegible]
Emergency Scenario: [illegible]
Emergency Procedure: [illegible]
Emergency Protocol: [illegible]
Emergency Policy: [illegible]
Emergency Plan: [illegible]
Emergency Drill: [illegible]
Emergency Training: [illegible]
Emergency Exercise: [illegible]
Emergency Simulation: [illegible]
Emergency Scenario: [illegible]
Emergency Procedure: [illegible]
Emergency Protocol: [illegible]
Emergency Policy: [illegible]

**CONSTRUCTION
DOCUMENTS**

NO.	DESCRIPTION	DATE
1	GENERAL NOTES	10/1/01
2	FOUNDATION	10/1/01
3	STRUCTURE	10/1/01
4	MECHANICAL	10/1/01
5	ELECTRICAL	10/1/01
6	PLUMBING	10/1/01
7	HEATING	10/1/01
8	Cooling	10/1/01
9	Fire Protection	10/1/01
10	Life Safety	10/1/01
11	Acoustics	10/1/01
12	Lighting	10/1/01
13	Audio	10/1/01
14	Video	10/1/01
15	Stage	10/1/01
16	Orchestra Pit	10/1/01
17	Auditorium	10/1/01
18	Lobby	10/1/01
19	Elevator	10/1/01
20	Staircase	10/1/01
21	Entrance	10/1/01
22	Exit	10/1/01
23	Fire Exit	10/1/01
24	Fire Alarm	10/1/01
25	Fire Sprinkler	10/1/01
26	Fire Extinguisher	10/1/01
27	First Aid Kit	10/1/01
28	Emergency Exit	10/1/01
29	Emergency Phone	10/1/01
30	Emergency Light	10/1/01
31	Emergency Sign	10/1/01
32	Emergency Alarm	10/1/01
33	Emergency Broadcast	10/1/01
34	Emergency Evacuation	10/1/01
35	Emergency Response	10/1/01
36	Emergency Plan	10/1/01
37	Emergency Drill	10/1/01
38	Emergency Training	10/1/01
39	Emergency Exercise	10/1/01
40	Emergency Simulation	10/1/01
41	Emergency Scenario	10/1/01
42	Emergency Procedure	10/1/01
43	Emergency Protocol	10/1/01
44	Emergency Policy	10/1/01

FLOOR PLAN - ALLEY LEVEL

A-02



**PROPOSED
NEW
LICENSED
AREA -
GRAVEL
OUTDOOR
SPACE**

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | <input type="checkbox"/> FACILITIES |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
2110 ☒ MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
2170 ☐ FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Mountain Air Music, Inc.

State Sales Tax Number (Required)
47-2245194

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

PO BOX 1132
Ouray, CO 81427

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

Fellin Park
1000 Main Street Ouray, CO 81427

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SECY OF ORG. or POLITICAL CANDIDATE David Turner			
5. EVENT MANAGER Katharina Papenbrock			
6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?		7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?	

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? ☒ Yes ☐ No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	From	To	Hours	From	To	Hours	From	To	Hours	From	To	Hours	From	To
06/24/2021			03:00	p.m.	11:45	p.m.								

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE 	TITLE Board Chair	DATE 05/04/21
--	----------------------	------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK	
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

(Instructions on Reverse Side)

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and One of the Following (See back for details.)

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

LIAB Type of Special Event Applicant is Applying for:

- | | |
|---|-----------------|
| 2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor | \$25.00 Per Day |
| 2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer) | \$10.00 Per Day |

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

DURAY VOLUNTARY FIRE DEPARTMENT - FIREMANS BALL

State Sales Tax Number (Required)

98-05775

2. Mailing Address of Organization or Political Candidate
(include street, city/town and ZIP)

PO Box 468
DURAY, CO, 81427

3. Address of Place to Have Special Event
(include street, city/town and ZIP)

FELLEN PARK
1200 MAIN ST
DURAY CO 81427

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate CHIEF ADAM KUNZ			
5. Event Manager ADAM KUNZ			
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?		

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
7/3/21															

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title	Date
	CHIEF ADAM KUNZ	4/28/21

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

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

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$

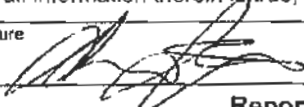
(Instructions on Reverse Side)

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and **One of the Following** (See back for details.)

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

LIAB Type of Special Event Applicant is Applying for:		DO NOT WRITE IN THIS SPACE	
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number	
2170 <input type="checkbox"/> Fermented Malt Beverage (3.2 Beer)	\$10.00 Per Day		
1. Name of Applicant Organization or Political Candidate OURAY VOLUNTEER FIRE DEPARTMENT - RAY MARKEY		State Sales Tax Number (Required) 98-05775	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO BOX 468 OURAY CO 81427		3. Address of Place to Have Special Event (include street, city/town and ZIP) FELIN PARK 1200 MAIN ST OURAY CO 81427	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate CHIEF ADAM KUNZ			
5. Event Manager ADAM KUNZ			
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS?		7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No			
List Below the Exact Date(s) for Which Application is Being Made for Permit			
Date 6/13/21 Hours From 12 P.m. To 8 P.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Oath of Applicant I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature 		Title CHIEF ADAM KUNZ	Date 4/28/21
Report and Approval of Local Licensing Authority (City or County) The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.			
Local Licensing Authority (City or County)		<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature		Title	Date
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

ACTION ITEMS (June 7, 2021):

Consideration of A & K Minor Subdivision to create two lots from Parcel # 451725115001 with legal description of Owsianiak Replat Filing No. 2 Lot:23-26 S:25 T:44 R:8

Action Requested – *Will City Council approve the Minor Subdivision?*

Background – See memo in packet.

Recommendation – Staff recommends approval.

Consideration of Parcel 2 Hot Springs Subdivision Lot Split to create three lots from Parcel # 451530319002 with legal description of Hot Springs Subdivision Parcel 2

Action Requested – *Will City Council approve the Lot Split?*

Background – See memo in packet

Recommendation – Staff recommends approval.

Consideration of Final Design Engineering Services with JVA, Inc. for the Wastewater Treatment Facility

Action Requested – *Will City Council approve the Engineering Agreement?*

Background – The City previously completed an agreement with JVA, Inc. for the creation of 30% engineered plans for the new Wastewater Treatment Facility. The agreement has now expired due to the completion of the 30% plans. This new agreement is for the remaining design engineering work of the Wastewater Treatment Facility and includes working with the Construction Manager at Risk to create 60% and 90% plans.

Recommendation – Staff recommends approval.

Consideration of Construction Manager at Risk Agreement with Moltz Construction, Inc. for Design of the Wastewater Treatment Facility

Action Requested – *Will City Council approve the Moltz Construction Agreement?*

Background – At the City Council meeting on May 17, 2021, the Council approved the issuance of a Notice to Proceed to Moltz Construction for Construction Manager at Risk services for the new Wastewater Treatment Plant and directed the City Attorney to create this agreement for consideration.

Recommendation – Staff recommends approval.

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Coordinator
DATE: June 7th, 2021
SUBJECT: A & K – Minor Subdivision

APPLICATION & PROPERTY SUMMARY

Application Summary:	The application is for a Minor Subdivision that will create two lots from Parcel 451725115001, Combined Lot 24-26 and Lot 23.
Address:	1720 Hickson Terrace
Legal Description:	Subd: Owsianiak Replat Filing No. 2 Lot:23-26 S:25 T:44 R:8
Applicant/Agent:	Alison Choate and Kane Marschall
Property Owner (Buyers):	Kane Marschall
Zoning:	R-2 – Residential High Density
Existing Use:	Residential
Proposed Use:	Residential
Site Size:	59,241.6 SF (1.36 Acres)
Adjacent Land Uses:	
North:	Commercial/Industrial (C-2) Zone – Residential Assessment
South:	Residential – Single Family Residence
East:	Residential – Silver Shield PUD
West:	Public Lands – US Forest Service
Located Within National or Local Historic District Boundary	No
Located Within Commercial Historic Boundary	No

ZONE DISTRICT DIMENSIONAL REQUIREMENTS

Requirement	Required	Proposed/Existing
Minimum Lot Area	7,100 SF	15,490 SF
Maximum Density	3,550 SF/DU, 1,183 SF/LU	3,550 SF/DU, 1,183 SF/LU
Setbacks		
Front (East)	15 ft.	15 ft.
Rear (West)	5 ft.	100 ft.
Side (North)	5 ft.	5 ft.
Side (South)	5 ft.	5 ft.
Roof Eaves		N/A
Building-to-Building	10 ft.	N/A
Minimum Floor Area	Comply w/ Building Code	Comply w/ Building Code
Maximum Floor Area	10,650 SF	Comply w/ Building Code
Maximum Height	35 Ft.	Comply w/ Building Code
Off-Street Parking	2 Spaces per Residential Unit	Private Driveway

BACKGROUND

The applicant is requesting a minor subdivision of their property. The subject property is part of the Owsianiak Replat Subdivision. In 2016, a Lot Consolidation took place that combined Lots 24-26 into one parcel. In 2019, another Lot Consolidation took place that combined Lot 23 with Lots 24-26. The applicant is seeking to undo the latter Lot Consolidation by subdividing the parcel. This minor subdivision will create two lots, Lot 24-26 and Lot 23. The applicant intends to sell Lot 23 following the minor subdivision.

CRITERIA FOR DECISION

Minor Subdivision applications are for subdivisions resulting in 2 (or fewer) lots, which have all the required improvements and comply with the design standards of subsections 7-7-E and 7-7-F in Ouray Municipal Code (OMC). These subsections exempt minor subdivisions from the requirements of a sketch plan and preliminary plat.

An additional consideration is subsection 7-7-E-1-b-ii, which permits a deviation from the City's design standards in the event that a parcel is unusually shaped, or that the parcel is limited by waterways or other topographical features.

Any subdivision of land must also comply with the applicable zone district regulations. The property is zoned R-2 and must comply with subsections 7-5-D and 7-5-E-4 of the OMC.

STAFF ANALYSIS

Section 7-7-E, Minor Subdivision Design Standards

General Design Standards:

New development must comply with the City of Ouray's Masterplan (Community Plan 2004 update). The 2004 Community Plan outlines goals and policy for Land Use decisions. Two goals

that relate to this application are the community's desire to increase the stock of affordable housing and also clarifying guidelines for the expansion of residential uses in North Ouray. The plan makes it clear that new development should be of a high quality and that it pays its fair share of costs associated with its present and future demands on the community (such as through the extension of infrastructure). The plan also outlines recommendations to reduce environmental impacts and hazards caused by new development.

Staff finds that this minor subdivision proposal is in keeping with the Community Plan. The minor subdivision would create two legal lots, one of which can be sold to allow for the construction of an affordable residence.

The minor subdivision will pay its way in terms of connecting to public utilities and will not adversely impact the environment. All public improvements are already present on the parcel.

Streets and Circulation:

As previously mentioned, all public infrastructure is in place to serve this parcel. Lot 24-26 has an existing building that gains access onto Hickson Terrace. Lot 23 is currently vacant but also has a driveway that accesses Hickson Terrace.

Lots:

Lots 23 and 24-26 conform to the OMC design standards outlined in 7-7-E-6. The minor subdivision will create two lots with an area, depth, shape and orientation that is appropriate for the location of the subdivision and the uses permitted in a R-2 zone. The rear of both lots (western boundary) has a designated 100-foot setback to ensure compatibility with the terrain and topography. Both Lots conform to the City Zoning Regulations.

Staff finds that the subject parcel satisfies the requirements outlined in subsection 7-7-E-6. The Lots have access to a public road, meet the requirements of the State Highway Access Code, conform to City Zoning regulations, and have lot lines that are at right angles to Hickson Terrace.

Water, Fire Protection and Sewer Systems:

The subject parcel meets the requirements outlined in subsection 7-7-E-7. The property has an existing building that has access to public utilities and infrastructure, and unless otherwise agreed upon by City Council, future development on Lot 23 shall also be required to pay tap investments fees for all water and sewer tap connections.

Drainage, Hazard Mitigation and Snow Storage

Subsection 7-7-E-9,10, and 11 lists specific requirements that should be applied to the site development permit (SDP). Lot 24-26 has an existing residence and will not require an SDP. Lot 23 is vacant and may require an SDP if development is proposed in the future. The minor subdivision application is to bring the existing lot into conformance. If and when improvements are made to the existing structure on Lot 24-26, or development is proposed on Lot 23, that development will be subject to the regulations outlined in subsection 7-4 in the OMC, specifically the hazard mitigation and drainage sections found in subsection 7-4-D-2.

Plat Notes and Monuments

Plat notes has been reviewed by staff and revised as appropriate. Monuments will be placed appropriately upon approval of the plat.

Parks, Trails, Open Space, Recreation Facilities, Common Areas

No private common areas will be created by this development. No regional watercourse, or public

trail is adjacent or on or proposed for the subject property.

The subject parcel is 1.36 acres, which is not large enough to meet the minimum area for a city park per subsection 7-7-E-14-g. Therefore, staff recommends requiring a fee-in-lieu as permitted by the code.

Per subsection 7-7-E-14.i.i, the applicant shall pay a park fee of \$1,203 prior to the recording the minor subdivision, but the fee may also be reduced by the city council per section 7-7-E-14.i.ii.

SECTION 7-7-F, REQUIRED IMPROVEMENTS

As previously explained, all required improvements for the development of this lot are complete. If future development is proposed on the property, a site development permit will be required.

SECTION 7-5-D, DIMENSIONAL REQUIREMENTS

As outlined in the Zone District Dimensional Requirements table, the subject parcel meets all of the setback requirements for the R-2 zoning district. The existing structure on Lot 24-26 complies with the OMC's building code, and future development on Lot 23 will likewise need to comply with the building code. Density and lot area minimum requirements are also satisfied by this minor subdivision.

Staff finds that the lots created by the minor subdivision meet the R-2 zone district's dimensional requirements.

SECTION 7-5-E-4, RESIDENTIAL DISTRICT – HIGH DENSITY – R2

The application is permitted within the R-2 High Density Residential zone district per subsection 7-5-E-4-b. Both Lots will be residential uses, aligning with the purpose of the R-2 zoning district.

PUBLIC NOTICE

Public notice was posted for hearing on April 28th, 2021 and meeting notice was posted on May 7th, 2021. No correspondence has been received.

OPTIONS FOR CITY COUNCIL

Per staff's analysis above, the application was recommended for approval with the following options to Planning Commission.

- All fees should be paid prior to recordation.

At the May 11th Planning Commission meeting, this project was recommended for approval by the Planning Commission to City Council. Per staff's analysis, this project remains recommended for approval to City Council with the following options:

- All fees should be paid prior to recordation.

1. Approve Application
2. Approve the Application with specific conditions of approval; or
3. Deny Application outlining specific reasons for the denial.

ATTACHMENTS

Exhibit A: Land Use Application

Exhibit B: Minor Subdivision Preliminary Plat

Exhibit C: Improvement Survey Plat

Community Development
P.O. Box 468
320 Sixth Avenue
Ouray, Colorado 81427
970-325-7211 main
970-325-7212 fax
www.cityofouray.com



FOR STAFF USE ONLY

Permit Number: _____

Receipt Number: _____

DATE OF APPLICATION: 2/2/21

Check appropriate request

MASTER LAND USE APPLICATION

- | | |
|---|-------|
| <input type="checkbox"/> Site Development Permit | \$200 |
| <input type="checkbox"/> Conditional Use Permit | \$200 |
| <input type="checkbox"/> Variance Request | \$500 |
| <input type="checkbox"/> Rezone | \$200 |
| <input type="checkbox"/> Sketch Plan | \$200 |
| <input type="checkbox"/> Preliminary Plat | \$400 |
| <input type="checkbox"/> Final Plat | \$300 |
| <input type="checkbox"/> Lot Split | \$300 |
| <input checked="" type="checkbox"/> Minor Subdivision | \$250 |
| <input type="checkbox"/> Replat or Plat Amendment | \$300 |
| <input type="checkbox"/> Mobile Home or RV Park | \$300 |
| <input type="checkbox"/> Other _____ | |

No Fee Applications/Requests:

___ Appeal of Administrative Determination

___ Interpretation of a Use not Itemized

PRINT ALL INFORMATION FOR LEGIBILITY

Project Name: A AND K MINOR SUB DIVISION

Ouray County Property Account(s): R006559

Ouray County Parcel Number(s): 451725115001

Site Address: (TBD) or #: TBD

Property Owner(s): ALISON CHOATE AND KANE MARSHALL

Address: 1720 HENKSON TER

City/State/Zip: OURAY / COLORADO / 81427

Phone Number: (970) 318-2581 E-Mail Address: ALISONCHOATE@YAHOO.COM

Applicant (If different than property owner): _____

Address: _____

City/State/Zip: _____

Phone: _____ E-Mail Address: _____

Authorized Agent (for property owner/applicant): _____

Address: _____

City/State/Zip: _____

Phone Number: _____ E-Mail Address: _____

Proposed Use: RESIDENTIAL

Existing Use: RESIDENTIAL

Site Area: LOT

Existing Buildings to Remain or be Removed: Yes No (circle one) N/A

Existing Building Coverage (Total Floor Area): N/A Proposed Building Coverage (Total Floor Area): N/A

Number of Existing Lots: 1 Proposed Number of Lots: 1

Is the property subject to flooding, landslides, debris flows or other natural or geologic hazards? Circle one: Yes No
Briefly describe: _____

Turn Over to Page 2

MASTER LAND USE APPLICATION
COMMUNITY DEVELOPMENT

PAGE 2

SUBMITTAL REQUIREMENTS (See Chapter 7 for specifics to any request):

Interpretations for Uses Not Itemized: A completed application form, cover letter explaining or describing the use or activities proposed for the site with sufficient detail to understand the activity or use adequately. Supplemental information or pictures may be attached. Research from other sources can be provided to help explain what is the use not itemized.

Variances: A completed application form, filing fee, a cover letter and supporting documentation to explain the issue at the site that needs a waiver or modification of the regulations and explanation of how the situation might be remedied with the least variance or exception possible to achieve a positive outcome. If work was done contrary to the Building or Land Use Regulations an explanation for this situation will need to be provided. All information to be provided on a compact disk or thumb drive.

Appeals: A completed application form, a cover letter and any supporting documentation to explain the appeal from an administration action or determination.

Site Development Permits and Subdivision Requests: A completed application form, filing fee, detailed graphics as indicated by the Code provisions (three paper copies or sets), and three paper copies of all supplemental reports and information. Current proof of ownership or notarized consent by the property owner for a different individual or firm to be the applicant of the legal owner (one copy). All information to be provided on a compact disk or thumb drive.

PLEASE NOTE: Any incomplete application will not be accepted and will be returned to the applicant for completion and return to the Community Development Office.

Acknowledgements:

- a. Per Section 7-3 Administration B. Fees. The applicant is responsible for all costs incurred by the City which may include legal fees, postage, notice and publication costs, other professional services or charges by outside agencies for the review and processing of the applicant's request. The Applicant will be invoiced of such charges for payment within 30 days of mailing. Invoices not paid prior to the final decision meeting or action as requested, may cause the matter to be delayed to a subsequent date/time or the application could be denied. Please review the full statement in the Code regarding payment of fees.
- b. By affixing their signature(s) hereto, I certify under penalty of perjury that the information furnished herein is true and correct to the best of my knowledge and that I am the owner of the premises where the work is to be performed or I am acting as the owner's authorized agent. I further agree to hold harmless the City of Ouray as to any claim (including costs, expenses and attorney fees incurred in the investigation of such claim) which may be made by any person, including the undersigned, and filed against the City of Ouray, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information provided to the City as a part of this application.

Applicant's Name (Printed): ALISON CHOATE / KANE MARSCHAU

Applicant's Signature: [Signature] Date: 2/2/21

Owner's Name (Printed): SAME AS ABOVE

Owner's Signature: _____ Date: _____

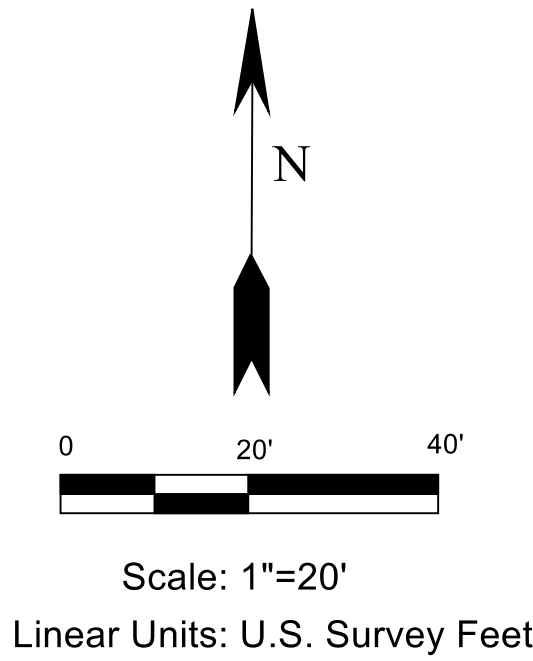
Authorized Agent's Name (Printed): _____

Authorized Agent's Signature: _____ Date: _____

Please be sure to provide current proof of ownership and written authorization (notarized) for representation as needed. Corporations or similar entities need to provide written documentation on who is authorized to represent and act on behalf of the organization.

A & K Minor Subdivision

Lot 23-26
Owsianiak Replat - Filing No. 2
Part of the Watson Placer (M.S. 143)
City of Ouray, Colorado
Sec.25 T44N R8W N.M.P.M.



CERTIFICATE OF OWNERSHIP AND DEDICATION:
KNOW BY THESE PRESENTS that the undersigned being the owners of Lot 23-26, Owsianiak Replat - Filing No. 2 in the City of Ouray, State of Colorado,
HAVE BY THESE PRESENTS caused the same to be subdivided as shown on this plat, under the name and style of the A & K Minor Subdivision.

Allison Choate Kane Marschall

STATE OF COLORADO)

COUNTY OF _____)

The foregoing signatures were acknowledged before me this _____ day of _____, 20____ by Allison Choate and Kane Marschall.

My commission expires _____

Witness my hand and seal _____
Notary Public

CERTIFICATE OF LIEN HOLDERS:
The undersigned holders of mortgages, which encumber the land subdivided, hereby agree to the subdivision and dedications.

Mortgage: _____ by _____

STATE OF _____)

COUNTY OF _____)

The foregoing signatures were acknowledged before me this _____ day of _____,

20____ by _____.

My commission expires _____

Witness my hand and seal _____
Notary Public

TREASURER'S CERTIFICATE:
I certify that as of today, there are no delinquent taxes due, nor are there any tax liens against the property described herein or any part thereof, and that all current tax and special assessments have been paid in full.

Date: _____, 20____

_____, Ouray County Treasurer

APPROVAL OF PLANNING COMMISSION:
Approved by the City of Ouray Planning Commission this _____ day of _____, 20____.

Chair

APPROVAL OF CITY COUNCIL:

Mayor

RECORDER'S CERTIFICATE:
This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____M.

on the _____ day of _____, 20____.

Reception No. _____.

Ouray County Clerk and Recorder

K. Marschall & A. Choate
1720 Hindson Terrace
Ouray, CO 81427

Monadnock Mineral Services LLC
P.O. Box 85 - 342 7th Ave
Ouray, CO 81427
Job No. J2106 Sheet 1 of 1

Timothy A. Pasek
Colorado P.L.S. 38727

Basis of Bearings:
The bearing of the line between the southeast corner of Lot 23-26, Owsianiak Replat - Filing No. 2 and the northeast corner of said Lot 23-26 is assumed to be N 23°00'26" W as shown on said Replat. Monuments fully described hereon. All bearings shown hereon are relative thereto.

Surveyor's Certification Statement

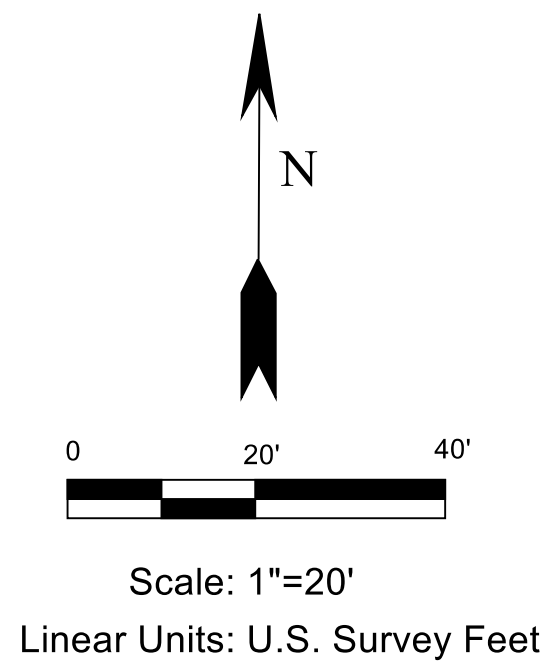
I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of one (1) sheet, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.

FOR CITY REVIEW

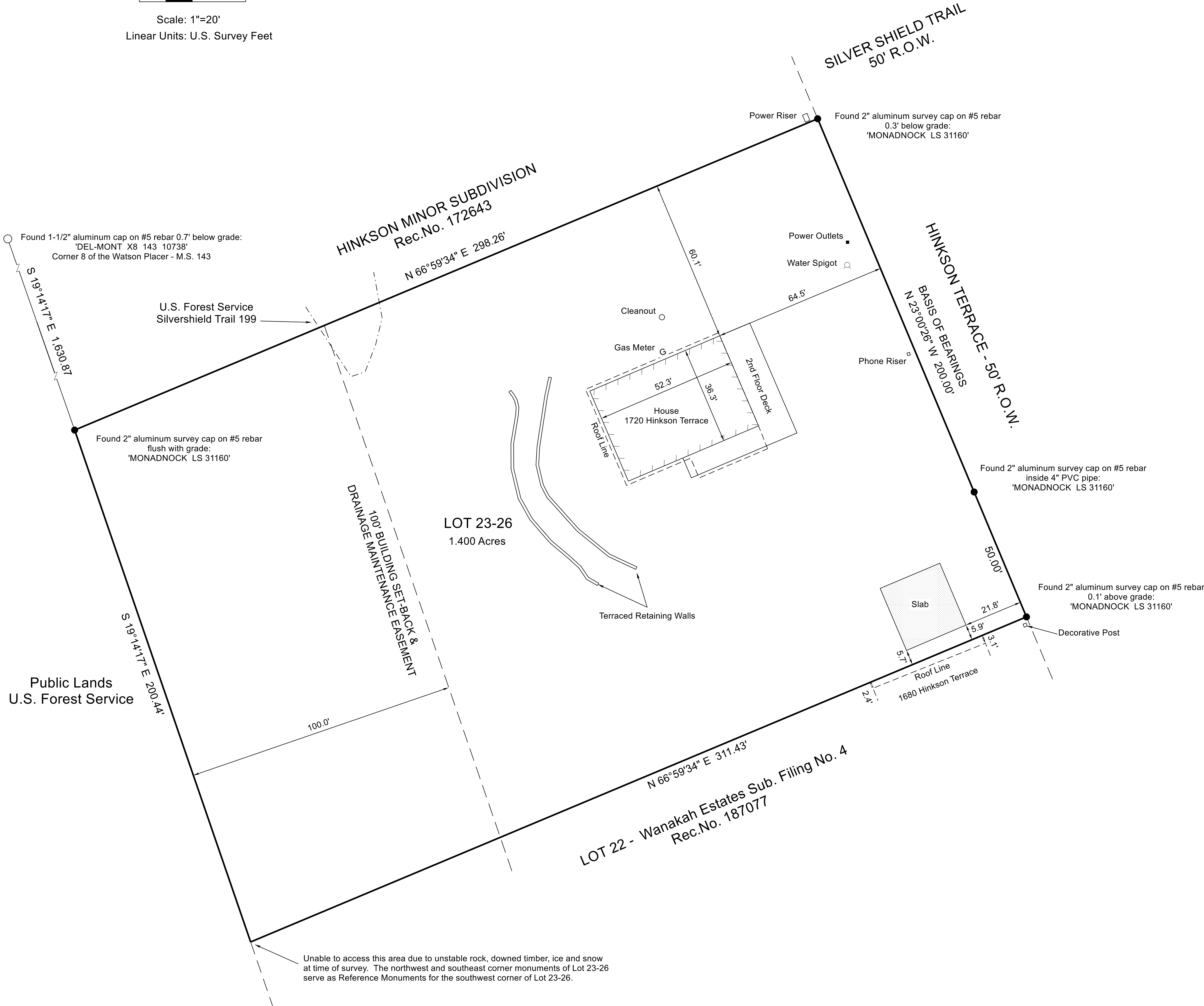
FOR CITY REVIEW

Improvement Survey Plat

Lot 23-26
Owsianiak Replat - Filing No. 2
Part of the Watson Placer (M.S. 143)
City of Ouray, Colorado
Sec.25 T44N R8W N.M.P.M.



Location Map - not to scale



- Survey prepared without the benefit of a title commitment. Research conducted at the Ouray County County, Colorado Assessor's Office and Clerk and Recorder's Office.
- Property description: Lot 23-26, Owsianiak Replat - Filing No. 2 as shown on the plat filed at Rec.No. 220110, Ouray County Public Records.
- This survey is valid only if print has original seal and signature of surveyor.
- Basis of Bearings: The bearing of the line between the southeast corner of Lot 23-26, Owsianiak Replat Filing No.2 and the northeast corner of said Lot 23-26 is assumed to be N 23°00'26" W as shown on said Replat. Monuments fully described hereon. All bearings shown hereon are relative thereto.
- No utility locates were performed as part of this survey. No research has been done concerning the existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities, please contact the appropriate agencies. All underground utilities must be field located by the appropriate agency or utility company prior to any excavation, pursuant to C.R.S. 9-1.5-103.
- Date of fieldwork: January 2021. "Snow, 8"-12" in depth, covered the surveyed parcel. Some surface features may not have been detected as a result.
- According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.
- Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-508.

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of one (1) sheet, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.



Timothy A. Pasek
Colorado P.L.S. 38727

K. Marschall & A. Choate
1720 Hindson Terrace
Ouray, CO 81427

Monadnock Mineral Services LLC P.O. Box 85 - 342 7th Ave Ouray, CO 81427	
Job No. J2106	Sheet 1 of 1

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Coordinator
DATE: June 7th, 2021
SUBJECT: Hot Springs Subdivision – Parcel 2 Lot Split

APPLICATION & PROPERTY SUMMARY

Application Summary:	Parcel 2 of the Hot Springs Subdivision is applying for lot split to create 3 new lots, Lots 1, 2 and 3.
Address:	TBD Oak Street
Legal Description:	Parcel 2 – Hot Springs Subdivision
Applicant/Agent:	John Nixon
Property Owner:	Robert W Eberhardt
Zoning:	R-2 – Residential High Density
Existing Use:	Vacant
Proposed Use:	Residential
Site Size:	23,204 SF (0.53 Acres)
Adjacent Land Uses:	
North:	Residential
South:	Residential
East:	Commercial
West:	Residential
Located Within National or Local Historic District Boundary	No
Located Within Commercial Historic Boundary	No

ZONE DISTRICT DIMENSIONAL REQUIREMENTS

Requirement	Required	Proposed/Existing
Minimum Lot Area	7,100 SF	7,120 SF (Lot 2)
Maximum Density	3,550 SF/DU, 1,183 SF/LU	TBD
Setbacks		
Front (East)	15 ft.	N/A
Rear (West)	5 ft.	N/A
Side (North)	5 ft.	N/A
Side (South)	5 ft.	N/A
Roof Eaves		TBD
Building-to-Building	10 ft.	N/A
Minimum Floor Area	Comply w/ Building Code	Comply w/ Building Code
Maximum Floor Area	10,650 SF	N/A
Maximum Height	35 Ft.	TBD
Off-Street Parking	2 Spaces per Residential Unit	TBD

BACKGROUND

The applicant is submitting a Lot Split application for City Council consideration. The Hot Springs Subdivision consists of four parcels in the North Ouray Corridor, along the Uncompahgre River. This subdivision was recorded on July 17th, 2007, reception number 195483. The applicant is seeking to split Parcel 2 into 3 (three) lots by Lot Split. Parcel 2 is currently vacant, and no development proposals aside from the Lot Split have been submitted at this time.

CRITERIA FOR DECISION

Ouray Municipal Code (OMC) allows for lot splits to occur on lots previously created by a subdivision plat which has been approved and accepted by the City, recorded in the Ouray County records, and may be divided if the criteria in subsection 7-7-C-5 is fulfilled and City approval is granted. Specifically, Lot Splits are only allowable if the lots created by the split comply with the minimum design standards for lots and with the applicable dimensional requirements of the City Zoning Regulations. In addition, all lots created by the split are subject to existing easements.

The applicant is required to submit an application, applicable fee, deed, or other instrument to the City for Review, per subsection 7-7-C-5-c. City staff may require an improvements survey be submitted as well.

STAFF ANALYSIS

SECTION 7-7-E-6, LOT DESIGN STANDARDS:

The existing parcel is unusually shaped on account of the Uncompahgre River and North Oak Street. OMC states in subsection 7-7-E-1-b-ii that a deviation from design standards is allowed to reasonably accommodate development of unusually shaped parcels or parcels with waterways or other limiting topographical features. These circumstances apply to the subject parcel.

Staff finds that the lots created by the proposed Lot Split meet the requirements outlined in subsection 7-7-E-6. The lot lines are drawn at right angles to North Oak Street. Each of the three new lots will have access to a public road, meet the requirements of the State Highway Access Code, and conform to City Zoning regulations.

SECTION 7-5-D, DIMENSIONAL REQUIREMENTS

The subject parcel is within the R-2 High Density Zoning District and must conform to this zone's dimensional requirements (north of Skyrocket). As outlined in the Zone District Dimensional Requirements table, the lot split will result in three lots that all exceed the minimum lot area requirement. Since no development is proposed at this time, the density, setback, roof eave, floor area, site coverage, impervious surface coverage, and height and bulk requirements are not applicable at this time.

SECTION 7-5-E-4, RESIDENTIAL DISTRICT – HIGH DENSITY – R2

The application has no uses proposed at this time. Any use proposed would need to meet the R-2 Zoning Districts requirements.

PUBLIC NOTICE

Public notice was posted for hearing on April 28th, 2021 and meeting notice was posted on May 7th, 2021. No correspondence has been received.

OPTIONS FOR CITY COUNCIL

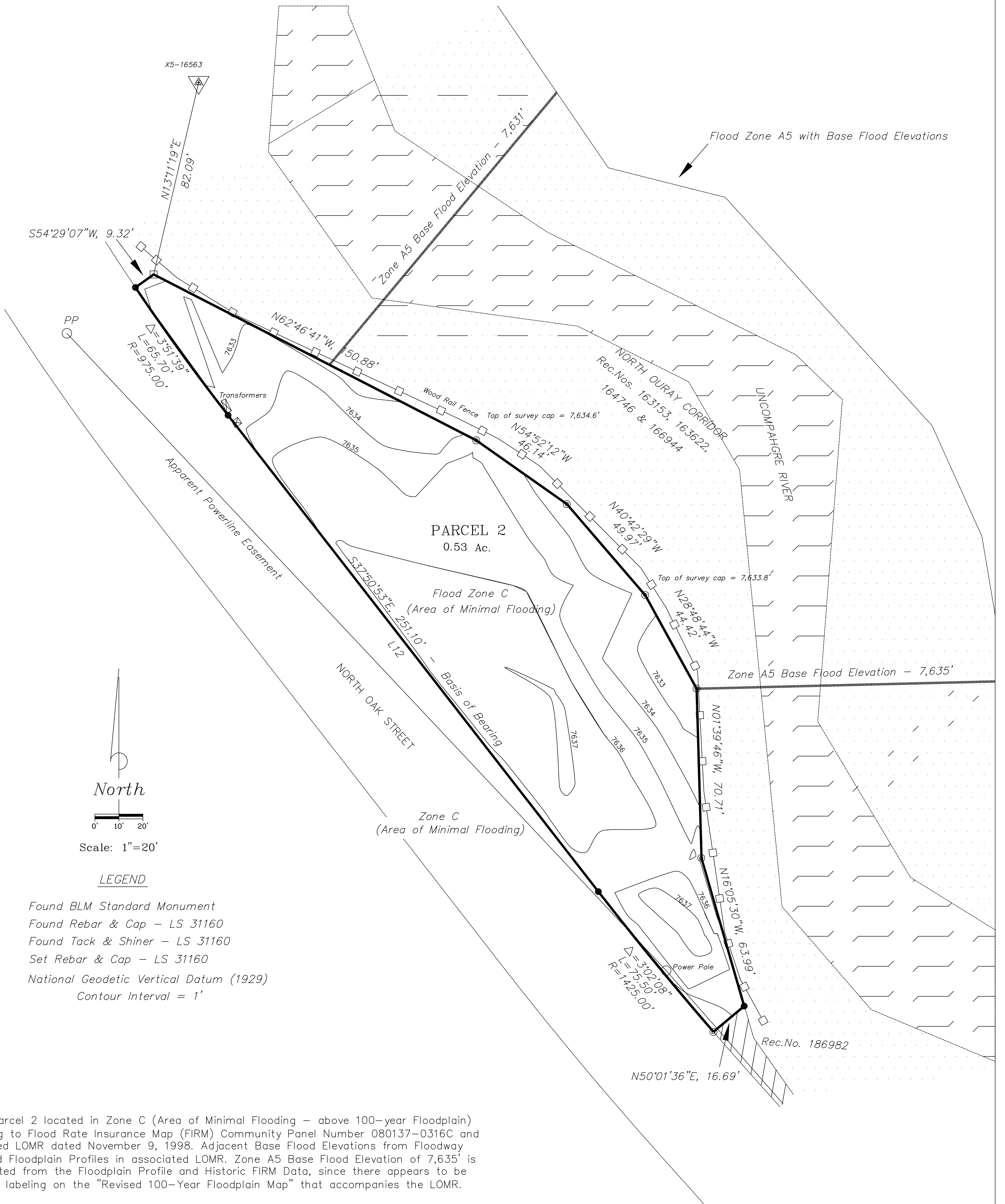
Per staff's analysis above, the application was recommended for approval with the following options to Planning Commission. At the May 11th Planning Commission meeting, this project was recommended for approval by the Planning Commission to City Council. Per staff's analysis, this project remains recommended for approval to City Council with the following options:

1. Approve Application
2. Approve the Application with specific conditions of approval; or
3. Deny Application outlining specific reasons for the denial.

ATTACHMENTS

Exhibit A: Improvement Survey Plat
Exhibit B: Hot Springs Subdivision – First Amendment Plat
Exhibit C: Agent Authorization Form
Exhibit D: Hot Springs Subdivision Plat 2007

IMPROVEMENT SURVEY PLAT
Parcel 2 – Hot Springs Subdivision
City of Ouray, Colorado

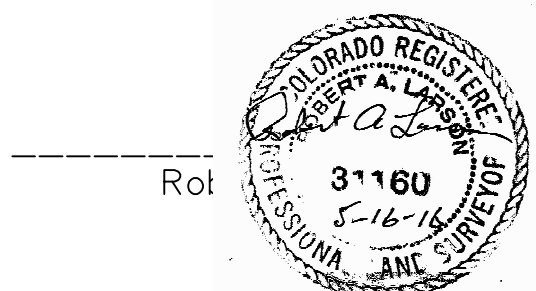


NOTE: Parcel 2 located in Zone C (Area of Minimal Flooding – above 100–year Floodplain) according to Flood Rate Insurance Map (FIRM) Community Panel Number 080137–0316C and associated LOMR dated November 9, 1998. Adjacent Base Flood Elevations from Floodway Data and Floodplain Profiles in associated LOMR. Zone A5 Base Flood Elevation of 7,635' is interpolated from the Floodplain Profile and Historic FIRM Data, since there appears to be incorrect labeling on the "Revised 100–Year Floodplain Map" that accompanies the LOMR.

BASIS OF BEARING:
The bearing along segment L12, as shown on the Hot Springs Subdivision Plat, Rec. No. 195483, between a 5/8" rebar and 2" aluminum survey cap, LS 31160, and another 5/8" rebar and 2" aluminum survey cap, LS 31160, is assumed to be S37°50'53"E, as determined by a GPS survey of said monuments.

SURVEYOR'S CERTIFICATE:

I, Robert A. Larson, a Registered Land Surveyor in the State of Colorado, do hereby certify that this plat accurately represents to the best of my knowledge and information, a survey made by me or under my direct supervision, and that said survey conforms to all State laws and standards for property boundaries.



Rot 31160 LS 31160 Date SEAL

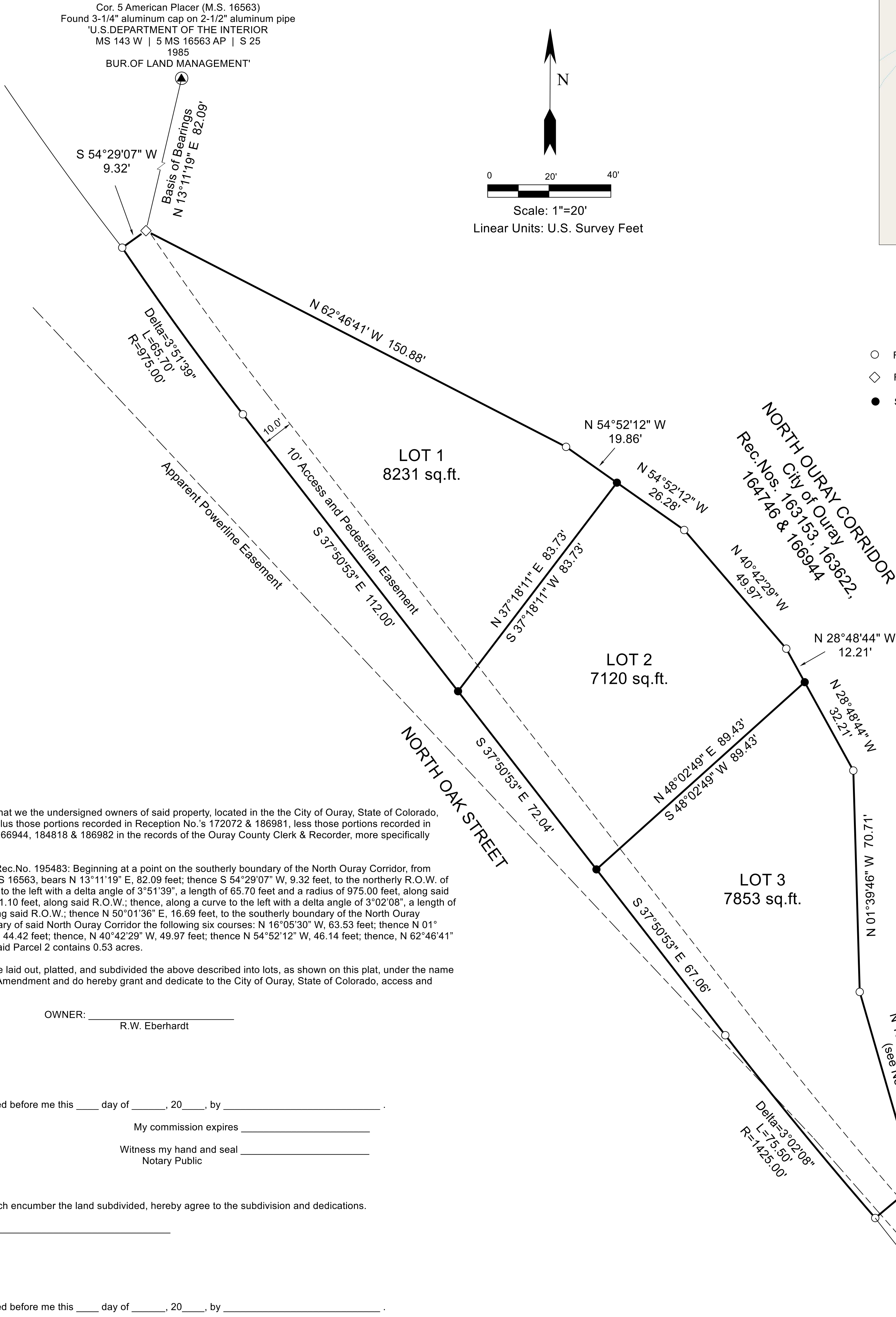
NOTICE: According to Colorado Law you must commence any legal action upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

			R. W. Eberhardt Ouray Colorado 81427	
SURVEYED BY	DATE	Disk	MONADNOCK MINERAL SERVICES	
T. A. P.	6/14/16		342-7TH Ave. - P.O. Box 85, Ouray, Colorado 81427	
DRAWN BY	SCALE	ACCT. NO.	PLS 31160 - CPC 1682	
T. A. P.	1"=20'	J16014	SHEET 1 of 1	

Hot Springs Subdivision - First Amendment

Parcel 2 - Hot Springs Subdivision
Parts of Watson Placer (M.S. 143), Pontiac Mill Site (M.S. 6544B),
Paff Placer (M.S. 1098) & Sampler Mill Site (M.S. 631B)
City of Ouray, Colorado

FOR
CITY REVIEW



Location Map - not to scale

LEGEND

- Found 2" aluminum cap on #5 rebar 'MONADNOCK LS 31160'
- ◇ Found nail and 3/4" brass disc 'LS 31160'
- Set 2" aluminum cap on 24" long #5 rebar 'MONADNOCK PLS 38727'

CERTIFICATE OF OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned owners of said property, located in the the City of Ouray, State of Colorado, being described at Reception No. 187489, plus those portions recorded in Reception No.'s 172072 & 186981, less those portions recorded in Reception No.'s 163153, 163622, 164746, 166944, 184818 & 186982 in the records of the Ouray County Clerk & Recorder, more specifically described as:

PARCEL 2 of the Hot Springs Subdivision, Rec.No. 195483: Beginning at a point on the southerly boundary of the North Ouray Corridor, from whence Corner 5 of the American Placer, MS 16563, bears N 13°11'19" E, 82.09 feet; thence S 54°29'07" W, 9.32 feet, to the northerly R.O.W. of the North Oak Street; thence, along a curve to the left with a delta angle of 3°51'39", a length of 65.70 feet and a radius of 975.00 feet, along said northerly R.O.W.; thence, S 37°50'53" E, 251.10 feet, along said R.O.W.; thence, along a curve to the left with a delta angle of 3°02'08", a length of 75.50 feet and a radius of 1425.00 feet, along said R.O.W.; thence N 50°01'36" E, 16.69 feet, to the southerly boundary of the North Ouray Corridor; thence, along the southerly boundary of said North Ouray Corridor the following six courses: N 16°05'30" W, 63.53 feet; thence N 01° 39'46" W, 70.71 feet; thence N 28°48'44" W, 44.42 feet; thence, N 40°42'29" W, 49.97 feet; thence N 54°52'12" W, 46.14 feet; thence, N 62°46'41" W, 150.88 feet, to the point of beginning. Said Parcel 2 contains 0.53 acres.

HAVE BY THESE PRESENTS, caused to be laid out, platted, and subdivided the above described into lots, as shown on this plat, under the name and style of Hot Springs Subdivision - First Amendment and do hereby grant and dedicate to the City of Ouray, State of Colorado, access and pedestrian easements as shown hereon.

OWNER: _____
R.W. Eberhardt

STATE OF _____)

COUNTY OF _____)

The foregoing signatures were acknowledged before me this ____ day of _____, 20____, by _____.

My commission expires _____

Witness my hand and seal _____
Notary Public

CERTIFICATE OF LIEN HOLDERS:

The undersigned holders of mortgages, which encumber the land subdivided, hereby agree to the subdivision and dedications.

Mortgage: _____ by _____

STATE OF _____)

COUNTY OF _____)

The foregoing signatures were acknowledged before me this ____ day of _____, 20____, by _____.

My commission expires _____

Witness my hand and seal _____
Notary Public

TREASURER'S CERTIFICATE:

I certify that as of today, there are no delinquent taxes due, nor are there any tax liens against the property described herein or any part thereof, and that all current tax and special assessments have been paid in full.

Date: _____, 20____

_____, Ouray County Treasurer

APPROVAL OF PLANNING COMMISSION:

Approved by the City of Ouray Planning Commission this ____ day of _____, 20____.

Chair

APPROVAL OF CITY COUNCIL:

Mayor

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____M.

on the ____ day of _____, 20____.

Reception No. _____.

Ouray County Clerk and Recorder

Notes:

- The distance measurement along this course appears to be a scrivener's error from the original Hot Springs Subdivision plat. Both measurements in the field between found monuments and the mathematical closure of the original Parcel 2 description show this distance to be 63.99 feet.
- Basis of Bearings: The bearing of the line between the northeast corner of Parcel 2, Hot Springs Subdivision and Corner 5 of the American Placer (MS 16563) is assumed to be N 13°11'19" E as shown on said plat. Monuments fully described hereon. All bearings shown hereon are relative thereto.
- According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.
- Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-508.

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of one (1) sheet, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice. This survey is not a warranty or guarantee, expressed or implied. This survey does not show easements except those specifically shown hereon.

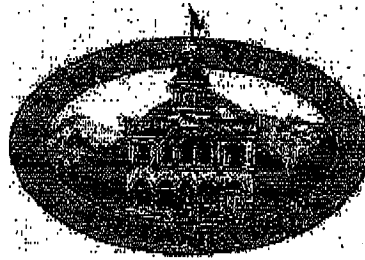
Timothy A. Pasek
Colorado P.L.S. 38727

Flood Plain Designation:
The amended parcel of the Hot Springs Subdivision shown hereon is located in Zone C (Area of Minimal Flooding - above 100-year Floodplain) according to Flood Rate Insurance Map (FIRM) Community Panel Number 080137-0316C and associated LOMR dated November 9, 1998.

R.W. Eberhardt
TBD North Oak Street
Ouray, CO 81427

Monadnock Mineral Services LLC P.O. Box 85 - 342 7th Ave Ouray, CO 81427	
Job No. J2102	Sheet 1 of 1

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

City of Ouray Authorization of Agent Form

This form is required if someone other than the owner of a property will be acting as
the Authorized Agent for a building project.

Property Information:

Project Address: TBD OAK ST.

Parcel Number(s): 451530319002 HOT SPRINGS SUBDIVISION PARCEL 2

Contact Information:

Owner's Name(s): 2005 ROBERT W. EBERHARDT REV. TRUST DATED MARCH 29 2005

Mailing Address: 2038 CIELITO LANE, SANTA BARBARA, CA 93105

Phone: 805-450-1939 Email Address: NONE

Authorized Agent's Name: JOHN F. NIXON

Mailing Address: POB 305 OURAY CO 81427

Phone: 970 325 4496 Email Address: john.fn@usa.net

I/we the undersigned owner/s of the above described real property located in the City of Ouray,
Colorado hereby authorize:

JOHN F. NIXON

(Print name of authorized agent)

To act in my/our behalf in applying for permits from the City of Ouray as required by existing
City of Ouray regulations pertaining to zoning, building, encroachments, excavation, and
utilities,

Signature: Robert W. Eberhardt
(Property owner of record)

Date: 12-12-15

Signature: _____
(Property owner of record)

Date: _____

Signature: _____
(Property owner of record)

Date: _____

R W EBERHARDT
2038 CIELITO LN
SANTA BARBARA, CA 93105

HOT SPRINGS SUBDIVISION
Parts of Watson Placer, MS 143,
Pontiac Mill Site, MS 6544B, Paff Placer, MS 1098
& Sampler Mill Site, MS 631B
City of Ouray, Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned owner of said property, located in the City of Ouray, State of Colorado, being described at Reception No. 187489, plus those portions recorded in Reception No. 172072, 186861, less those portions recorded in Reception No. 163153, 163622, 164746, 166644, 184618 & 186582 in the records of the Ouray County Clerk & Recorder. More specifically described as:

PARCEL 1: Beginning at Corner 3 of the Watson Placer, MS 143; thence, N50°23'30"W, 137.83 feet, along line 3-4 of said Watson Placer, and along the southerly boundary of Lot 10, Sec 30, T44N, R7W, N.M.P.M., to a point on the easterly boundary of the North Ouray Corridor; thence, along the said easterly boundary the following three courses: S40°04'06"W, 52.66 feet; thence, S08°47'36"E, 91.89 feet; thence, S16°29'27"E, 140.56 feet, to a point on the easterly boundary of Parcel 4 of the Hot Spring Subdivision; thence, S08°40'51"E, 92.88 feet, along said Parcel 4; thence, S18°28'59"E, 76.59 feet, along said Parcel 4, to the northerly boundary of Lot 1 of the S&E Subdivision; thence, along the northerly boundary of said S&E Subdivision the following three courses: N52°17'26"E, 72.27 feet; thence, N19°25'39"E, 58.18 feet; thence, N52°17'26"E, 92.31 feet, to the westerly R.O.W. of Highway 550; thence, N04°41'24"W, 147.50 feet, along said westerly R.O.W. to the southeast corner of said Lot 10; thence, along the southerly boundary of said Lot 10 the following four courses: S72°50'22"W, 31.85 feet; thence, S68°11'27"W, 9.15 feet; thence, N56°35'22"W, 31.71 feet; thence, N36°25'21"W, 43.51 feet, to the point of beginning. Said Parcel 1 contains 1.29 acres.

PARCEL 2: Beginning at a point on the southerly boundary of the North Ouray Corridor, from whence Corner 5 of the American Placer, MS 16563, bears N13°11'19"E, 82.09 feet; thence, S 54°29'07"W, 9.32 feet, to the northerly R.O.W. of North Oak Street; thence, along a curve to the left with a delta angle of 3°51'39", a length of 65.70 feet and a radius of 925.00 feet, along said northerly R.O.W.; thence, S37°50'33"E, 251.10 feet, along said R.O.W.; thence, along a curve to the left with a delta angle of 3°02'08", a length of 75.50 feet and a radius of 1425.00 feet, along said R.O.W.; thence, N50°01'36"E, 16.69 feet, to the southerly boundary of the North Ouray Corridor; thence, along the southerly boundary of said North Ouray Corridor the following six courses: N16°05'30"W, 63.53 feet; thence, N01°39'46"W, 70.71 feet; thence, N28°48'44"W, 44.42 feet; thence, S41°52'50"E, 46.97 feet; thence, N54°52'12"W, 46.14 feet; thence, N62°46'41"W, 150.88 feet, to the point of beginning. Said Parcel 2 contains 0.53 acres.

PARCEL 3: Beginning at a point on the southerly boundary of the North Ouray Corridor, from whence Corner 4 of the Watson Placer, MS 143, bears S89°50'15"E, 299.81 feet; thence, along said southerly boundary the following four courses: N07°51'43"W, 75.25 feet; thence, N19°35'37"W, 69.30 feet; thence, N45°32'58"W, 75.12 feet; thence, N77°28'45"W, 120.57 feet; thence, S48°23'58"W, 13.78 feet, to the northerly R.O.W. of North Oak Street; thence, S41°52'50"E, 299.54 feet, along said northerly R.O.W.; thence, N48°10'37"E, 20.39 feet, to the point of beginning. Said Parcel 3 contains 0.43 acres.

PARCEL 4: Beginning at point on the southerly boundary of the North Ouray Corridor, from whence Corner 4 of the Watson Placer MS 143, bears N63°36'58"E, 243.23 feet; thence, S48°10'37"W, 9.78 feet, to the northerly R.O.W. of North Oak Street; thence, S41°49'23"E, 399.27 feet, along said R.O.W.; thence, along a curve to the right with a delta angle of 28°11'30", a length of 455.13 feet and a radius of 925.00 feet, along said R.O.W.; thence, S14°09'54"E, 191.41 feet, along said R.O.W. to the westerly boundary of the S&E Subdivision; thence, along said westerly boundary the following five courses: N67°33'04"E, 51.12 feet; thence, N07°57'38"W, 181.77 feet; thence, N19°25'39"E, 55.08 feet; thence, N15°02'06"W, 85.11 feet; thence, N52°17'26"E, 16.36 feet, to the westerly boundary of Parcel 1 of Hot Spring Subdivision; thence, N18°28'29"W, 76.59 feet, along said Parcel 1; thence, N08°40'51"W, 92.88 feet, along said Parcel 1, to the southerly boundary of said North Ouray Corridor; thence, along said southerly boundary the following seven courses: S30°32'08"W, 66.78 feet; thence, N21°18'43"W, 128.74 feet; thence, N20°07'48"W, 98.04 feet; thence, N26°59'28"W, 97.68 feet; thence, N57°44'02"W, 116.38 feet; thence, N81°05'13"W, 116.15 feet; thence, N71°20'26"W, 72.31 feet, to the point of beginning. Said Parcel 4 contains 2.41 acres.

HAVE BY THESE PRESENTS, caused to be laid out, platted and subdivided the above described into lots, as shown on this plat, under the name and style of Hot Springs Subdivision and does hereby grant and dedicate to the City of Ouray, State of Colorado, access and utility easements as shown hereon.

Owner, Robert W. Eberhardt, Trustee

STATE OF Colorado

COUNTY OF Ouray

Robert W. Eberhardt, Trustee of
2005 Robert W. Eberhardt Revocable Trust Dated March 29, 2005
do hereby certify that the foregoing signature was acknowledged before me this 16th day of June, A.D., 2007, by R. W. Eberhardt, aka Robert W. Eberhardt, as Trustee, and his commission expires 10-2-2009.

Witness my hand and seal, Robert W. Eberhardt



LEGEND

- ▼ Found BLM Standard Monument
- Found Rebar & Cap - LS 31160
- Found Rebar & Cap - LS 10738
- Set Tack & Shiner - LS 31160
- Set Rebar & Cap - LS 31160
- (R) Record Bearing and Distance
- (M) Measured Bearing and Distance

Line	Curve	Bearing	Distance
E1		S50°23'30"E	349.59'
E2(M)		S40°04'06"W	52.66'
E2(R)		S40°04'06"W	52.48'
E3		S09°47'36"E	91.89'
E4		S16°29'27"E	140.56'
E5		S80°32'08"W	86.78'
E6		N29°19'43"W	128.74'
E7		N20°07'48"W	98.04'
E8		N26°59'28"W	97.68'
E9		N27°44'02"W	116.36'
E10		N61°05'13"W	116.15'
E11		N71°20'26"W	72.31'
E12		N48°58'04"W	77.81'
E13		N22°44'08"W	62.05'
E14		N07°51'43"W	75.25'
E15		N19°35'37"W	69.30'
E16		N45°32'58"W	75.12'
E17		S89°50'15"E	68.08'
E18		N61°22'51"W	97.03'
E19		N35°10'13"W	92.14'
E20		N16°05'30"W	77.85'
E21		N01°39'46"W	70.71'
E22		N28°48'44"W	44.42'
E23		N40°42'29"W	49.95'
E24		N54°52'12"W	46.14'
E25		N62°46'41"W	150.88'
E26		S54°29'07"W	9.32'

Line	Curve	Bearing	Distance
L1		S38°40'51"E	92.88'
L2		S18°28'59"E	76.59'
L3(M)		N52°17'26"E	72.27'
L3(R)		N53°36'26"E	92.31'
L4(M)		N19°25'39"E	58.18'
L4(R)		N20°44'39"E	58.18'
L5(M)		N19°25'39"E	92.31'
L5(R)		N53°36'26"E	92.31'
L6(M)		N04°41'24"W	147.50'
L6(R)		N03°22'54"W	31.85'
L7(M)		S72°50'22"W	31.85'
L7(R)		S74°09'22"W	31.85'
L8(M)		S68°11'27"W	9.15'
L8(R)		S69°30'27"W	9.15'
L9(M)		N56°35'22"W	9.71'
L9(R)		N55°16'27"W	31.71'
L10(M)		N36°25'21"W	43.51'
L10(R)		N16°05'30"W	43.51'
L11(M)		N50°23'30"W	137.83'
L11(R)		N50°23'30"W	137.31'
C1		$\Delta=351'39"$, $L=65.70'$, $R=975.00'$	
L12		S37°50'33"E	251.10'
C2		$\Delta=3702'08"$, $L=75.50'$, $R=1425.00'$	
L13		N50°01'36"E	16.69'
L14		N16°05'30"W	63.53'
L15		N77°28'45"W	120.57'
L16		S48°23'58"W	13.78'
L17		S41°52'50"E	299.54'
L18		N48°10'37"E	20.39'
L19		S48°10'37"W	9.78'
L20		S41°49'23"E	399.27'
C3		$\Delta=2811'30"$, $L=455.13'$, $R=925.00'$	
L21		S14°09'54"E	191.41'
L22(M)		N67°33'04"E	51.12'
L22(R)		N68°23'04"E	51.12'
L23(M)		N07°57'38"W	181.77'
L23(R)		N06°36'38"W	181.00'
L24(M)		N19°25'39"E	55.08'
L24(R)		N20°44'39"E	55.08'
L25(M)		N15°02'06"W	85.11'
L25(R)		N13°43'06"W	85.11'
L26(M)		N52°17'26"E	16.36'
L26(R)		N52°09'08"E	16.26'

ATTORNEY'S CERTIFICATE:

I certify that I have examined the title to the platted property and that the record owners and holders of encumbrances affecting the property have executed this plat and joined in the subdivision and reservation of easements.

Re: Last Title Guaranty Company Certificate of Ownership, dated 8/20/03, except oil, gas, geothermal & other mineral interests reserved to United States in patent recorded in Book 178 at Page 104 in Ouray County Records.
Robert W. Eberhardt Attorney at Law Registration No. 65932 Date 6/16/07

APPROVAL OF PLANNING COMMISSION:

Approved by the City of Ouray Planning Commission this 4th day of APRIL, A.D., 2007, [Signature]
Chairman

APPROVAL OF CITY COUNCIL:

Approved by the Ouray City Council this 7th day of MAY, A.D., 2007, [Signature]
Mayor - pro-tem

APPROVAL OF CITY ATTORNEY:

Approved for recording this 14th day of July, A.D., 2007, by Greg Clifford, City Attorney, 12330 Registration No. 714607
Attorney at Law Date

BASIS OF BEARING:

The bearing between Corner 3 of the Watson Placer, MS 143, defined by a BLM standard monument, and Corner 4 of said Placer, defined by a BLM standard monument is assumed to be N50°23'30"W, as determined by a GPS survey of said monuments.

SURVEYOR'S CERTIFICATE:

I, Robert A. Larson, a Registered Land Surveyor in the State of Colorado, do hereby certify that this plat accurately represents to the best of my knowledge and information, a survey made by me or under my direct supervision, and that said survey conforms to all State laws and standards for property boundaries.

Robert A. Larson 1860 Date 6-12-07 SEAL

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at 3:30pm, on the 17th day of July, A.D., 2007, in Book 195423, Reception No. 195423

Vicki Lane Deputy
County Clerk and Recorder

NOTICE: According to Colorado Law you must commence any legal action upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

FINAL PLAT			
R. W. Eberhardt Ouray Colorado 81427			
REVIEWED: 6/10/07	DATE: 6/10/07	BOOK: 195423	SHEET: 1 of 1
SURVEYED BY: RAL	DATE: 6/10/07	SCALE: 1"=80'	ACT NO. J07020
DRAWN BY: RAL	DATE: 6/10/07	SCALE: 1"=80'	ACT NO. J07020

CITY OF OURAY
Final Design Engineering Services

THIS AGREEMENT is entered into effective this 7th day of June 2021 between the City of Ouray, a Colorado municipal corporation (the City); and JVA, Inc., a Colorado for profit corporation with its principal place of business located at 1319 Spruce St, Boulder, CO 80302, (Engineer).

WHEREAS the City plans to construct the following:

A. A new mechanical wastewater treatment facility including screening and vortex grit removal, influent lift station, a moving bed bioreactor secondary treatment system, dissolved air flotation clarification, ultraviolet disinfection, non-potable water pumping system, aerobic digestion, and solids dewatering (referred to as the “Project” or “Work”);

B. Engineer has provided thirty percent (30%) of the design for the Project consisting of the plans and specifications.

C. City requires engineering services to complete sixty and ninety percent (60 and 90%) of the design phase in connection with the Project.

D. Engineer represents that it is experienced in projects of this type and is ready, willing, and able to perform the services called for herein.

E. Engineer has identified a construction manager for completion of the design phase and to reach a guaranteed maximum price (GMP) within an agreed construction budget for the Project (Construction Manager).

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

1. SCOPE OF ENGINEER SERVICES. Engineer agrees to furnish all services, materials, labor, tools, equipment, and all other items required to undertake and complete final design and pre-construction services for the Project as set forth in the Scope of Engineer Services attached and incorporated as Exhibit A. Engineer will work closely with the Construction Manager to provide services in accordance with the Scope of Engineer Services attached and incorporated as Exhibit A. Engineer shall provide the professional services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. The Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project with the understanding that time is of the essence.
2. PROJECT SCHEDULE. As soon as practicable after the date of this Agreement, the Engineer shall submit to the City a detailed Project schedule for approval by the City. The schedule shall include design milestone dates, anticipated dates when cost estimates or design

reviews will occur, including approval by City Council, and allowances for periods of time required for (1) document coordination between Engineer and their consultants (2) printing time (3) the City's review (4) the performance of the Engineer's consultants and subcontractors, and (5) for approval of submissions by authorities having jurisdiction over the Project all in a format acceptable to the City, including CDPHE. Once the City and the Engineer agree to the time limits established by the Project schedule, the Engineer shall not exceed them, except for reasonable cause and only with the Owner's prior written approval. Cost of design work performed by the Engineer on any of the successive phases of design prior to City's approval of the design work of the previous design phase, to maintain the Project schedule, shall be at the risk of the Engineer, with any cost of subsequently necessary re-design borne by the Engineer.

3. COST OF WORK. Cost of Work shall be presented by Engineer and Construction Manager to the City for approval as the Project schedule sets forth. The Cost of Work consists of:
 - a. the total cost to the City to construct all elements of the Project, including items provided by the City for incorporation into the work, and shall include contractors' general conditions costs, overhead and profit, costs for design and installation, interior design and installation excluding furniture and furnishings. The Cost of the Work does not include the compensation of the Engineer, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other non-construction related costs that are the City's responsibility.
 - b. contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the City's budget for the Cost of the Work. The Engineer's estimate of the Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques.
4. ENGINEER'S RESPONSIBILITIES. Except with the City's knowledge and written consent, the Engineer shall not engage in any activity, or accept any employment, interest, or contribution that may reasonably appear to compromise the Engineer's professional judgment or interfere with any deadlines with respect to this Project. In addition, Engineer shall:
 - a. Develop study drawings, sketches, rough computer renderings or other media to illustrate the concept of the design and spatial relationships, scale, and form for the Owner to review. Preliminary selections of major building systems and construction materials shall be noted on the drawings or otherwise graphically or described in writing.

- b. Evaluate the final design, and attendant schedule, budget for the construction of Project, and the proposed procurement and delivery method and other information, each in terms of the other, to ascertain the final and full design and build of the Project.
- c. Notify the City of (1) any inconsistencies discovered in the information evaluated, and (2) other information or consulting services that may be reasonably needed for the Project.
- d. Consider design alternatives, such as material choices, together with other considerations based on Project considerations and aesthetics, in developing building facility architectural aesthetics, building style and component designs that are consistent with the City's approval.
- e. Submit the Schematic Design Documents to the City and the Construction Manager. The Engineer shall meet with the Construction Manager and the City to present and review the Schematic Design Documents for purposes of maximizing their understanding of the design intent.
- f. Evaluate the budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by the Engineer at no additional cost if City requires modifications.
- g. Coordinate the services of its own consultants with those services provided by the Engineer. Upon the City's request, the Engineer shall furnish copies of the scope of services in the contracts between the Engineer and its consultants. The Engineer shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- h. Furnish tests, inspections and reports required by law or the Contract Documents, including, but not limited to, structural, mechanical, and chemical tests. Any testing for concrete or soils is not included.
- i. Engineer will review and analyze City water quality data, specifically copper. Source water control, corrosion control studies and/or detailed designed for the treatment or removal of copper in the City's raw water, potable water or wastewater is not included as part of this agreement. Engineer will provide a scope and fee for any copper removal design work after water quality data is analyzed to determine the City's best approach.
- j. Engineer does not anticipate any further County and Municipal permitting for development of the site, no Site Development Permits are anticipated to be required for this project scope. If a site development permit is required, this work is not included as part of this agreement.

5. CITY'S RESPONSIBILITIES. Unless otherwise provided for under this Agreement, the City shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the City's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Engineer, the City shall furnish the requested information as necessary and relevant for the Engineer to evaluate, give notice of or enforce lien rights.
6. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party for default, or if the services are not completed, this agreement will expire on December 31, 2021 at which time the City and the Engineer will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate. This agreement will be evaluated by City Council at a September 2021 to determine if Engineer has met the 60% design deadline of August 31, 2021.
7. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Engineer a sum not to exceed of Seven Hundred Forty-Nine Thousand Eight Hundred Dollars (\$749,800.00). This sum includes a 10% markup, all reimbursable expenses, and all costs for subconsultants or subcontractors, plus any additional costs or expenses necessary to complete the Project.
8. PAYMENT FOR SERVICES. The Engineer shall submit an invoice to the City describing the professional services rendered by the 5th of each month by the percentage completed each month. The City shall have access to payroll documentation identifying individual employee, date, and hours worked on this Project as well as all costs incurred for reimbursables or subconsultants or subcontractors, if necessary. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation. If the invoice is not timely submitted, the Engineer shall submit the untimely invoice by the 5th of the following month for reimbursement.
9. CITY REPRESENTATIVE. The City Administrator shall be the City's representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative. The City Administrator shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Engineer or the Construction Manager. The response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

10. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.
11. INDEPENDENT ENGINEER. The services to be performed by the Engineer are those of an independent contractor and not as an employee. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Engineer, or their successors or assigns. No agent or employee of the Engineer shall be or shall be deemed to be the employee or agent of the City. City is interested only in the results obtained under this agreement. The manner and means of conducting the work are under the sole control of the Engineer. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Engineer. The Engineer will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Engineer will pay all federal and state income tax on any moneys paid pursuant to this agreement.
12. INSURANCE. The Engineer agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Engineer. The Engineer shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
- a. The Engineer shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Engineer engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions covering the Engineer, its consultant or subcontractor's negligent acts, errors, and omissions in its performance of professional services with policy limits not less than the minimum limit of Two Million Dollars (\$2,000,000.00).

- b. The Engineer shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types, including any consultants or subcontractors.
 - c. Failure on the part of the Engineer to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Engineer upon demand, or the City may offset the cost of the premiums against any monies due to the Engineer.
 - d. The Contractor shall be responsible for any deductible under any policy required above.
13. GOVERNMENTAL IMMUNITY. The Engineer understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. INDEMNIFICATION. To the fullest extent permitted by law, the Engineer agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Engineer or any third party under the control or supervision of the Engineer, including its subcontractors and consultants but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Engineer or the Engineer's agents, representatives, subcontractors, or suppliers.
15. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq.*, the Engineer certifies it shall not knowingly employ or contract with an illegal alien to perform work under this Contract and shall abide by the terms of Exhibit B attached and incorporated herein.
16. DEFAULT AND TERMINATION. Each party will be deemed in default of its obligations under this Agreement if the party fails to observe, comply with, or perform any term or condition in this Agreement and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party notice of the default. In the event of default, the non-defaulting party, after notice, may terminate this Agreement as of the date specified. Notwithstanding the foregoing, City may suspend or terminate the Project as set forth in Paragraph 17 below.

17. PROJECT SUSPENSION OR TERMINATION. If the City suspends or terminates the Project for any reason, the Engineer shall be compensated for services performed prior to notice of such suspension or termination. If the Project is resumed, the Engineer's time schedules shall be equitably adjusted. If City suspends the Project for longer than 90 days, Engineer may terminate this agreement. City shall have no liability for delay or damage caused Engineer because of any suspension of services.
18. ASSIGNMENT. The Engineer shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
19. PAYMENTS BY CITY. Any payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
20. LEGAL COMPLIANCE. The Engineer shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
21. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
22. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Engineer.
23. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
24. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held to be invalid.
25. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.

26. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
27. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
28. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
29. COPYRIGHTS AND LICENSES. The Engineer and the Engineer's consultants, if any, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer and the Engineer's consultants, if any. Upon receipt of partial or full payment to the Engineer for the Instruments of Service, the City shall have title to all copyright and intellectual property materials and other property rights, in and to all phased and final designs, plans, and specifications, and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, draft specifications, contract documents, studies, reports, notes and any other materials or work products, whether in electronic or hard copy format, created by the Engineer pursuant to this Agreement, in preliminary and final forms and on any media whatsoever (Collectively "Documents"), whether the Project for which the documents were created is executed or not. Engineer further warrants that it will ensure that all agreements with subconsultants shall contain language incorporating the same provisions for intellectual property materials and other property rights. Engineer and its subconsultants shall be entitled to retain copies of all Instruments of Services and other information generated or obtained in the course of providing Services, for their business records.

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

Signatures on Following Page

CITY OF OURAY:

Greg Nelson, Mayor

Attest:

Melissa Drake, Clerk

ENGINEER:

Kevin Tone, Principal of JVA, Inc.

SCOPE OF SERVICES

Based on Engineer's previous efforts and our knowledge of the CMAR delivery method, the engineering services anticipated for the remaining design phase of this project include the following detailed tasks for each phase:

60 Percent Design – Will be Completed by September 1, 2021

1. Engineer shall respond to requests for information from CDPHE within a reasonable time regarding the review of the Site Application, Process Design Report, and Environmental Assessment. Since the project schedule requires a streamlined permitting response from CDPHE, Engineer shall pursue self-certification of the design after approval of the Process Design Report. Engineer is responsible for all communication concerning the Project design with CDPHE.
2. Engineer shall prepare 60 percent design plans and specifications. The project manual will include technical specifications (CSI Divisions 1 through 16). Engineer will review specifications with City Council in at least one progress meeting.
3. Engineer will work with Bighorn Consulting to develop 60 percent mechanical sheets. The mechanical sheets will cover heating and ventilation and plumbing.
4. Engineer will continue to work with Brown's Hill Electrical and Controls on the electrical power and controls design.
5. Engineer will continue to work with Eidos Architects to develop 60 percent architectural drawings and renderings.
6. We will maintain a project schedule and provide monthly project updates to the City Council. Engineer will also conduct bi-weekly project meetings with the City and Construction Manager.
7. Engineer will schedule and chair a virtual design review meeting with staff and the selected CMAR for the 60 percent design package that includes drawings, specifications, and opinion of probable cost. The deliverable will be sent to the City and CMAR seven calendar days prior to the review meeting.
8. Engineer will continue to support the City with funding assistance including a loan from the CDPHE State Revolving Fund and the pursuit of a DOLA Energy and Mineral Impact Grant.

Final Design and Pre-Construction Services – will be complete by December 31, 2021

1. Incorporating comments and value engineering ideas from the 60 percent phase, Engineer will prepare the final construction documents that will form the basis of the GMP. The construction documents will be developed to a 90 percent level for review by the City and Construction Manager.

2. Engineer will continue to subconsult with Browns Hill for electrical and controls, Bighorn Consulting for HVAC and mechanical, and Eidos for architectural. Engineer and the design team will prepare 90 percent level plans and specifications. The plans will include general sheets, P&ID, process flow diagrams, hydraulic profiles with design criteria, site civil, process, architectural, structural, mechanical, and electrical drawings. The Project Manual will include “front end” and technical specifications (Divisions 0 through 16).
3. Engineer will coordinate and attend value engineering and constructability work sessions with the Construction Manager and City with the goal of developing a GMP within the City’s budget (Cost of Work).
4. We will maintain a project schedule and provide monthly project updates to the City Council with at least one progress meeting in person. Engineer will also conduct weekly project meetings with the City and Construction Manager.
5. Engineer will review the 90 percent plans and specifications with the City Council and selected Construction Manager in a in person workshop prior to finalizing the construction documents and submitting a Cost of Work deliverable.
6. Once the GMP is reviewed and approved, Engineer will assist with the Notice to Proceed (NTP) and execution of the contract documents between the City and CMAR.
7. If the City or CMAR finds that the instructions and drawings contained in the contract documents are not sufficiently clear to permit proceeding with the work, Engineer shall, furnish such additional written instructions, together with such additional drawings as may be necessary.

Exhibit B - Illegal Aliens

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

that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 1.6 The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- 1.7 If the Contractor violates these illegal alien provisions, the Owner may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. The Owner will notify the Office of the Secretary of State if the Contractor violates these provisions and the Owner terminates this Contract for that reason.
- 1.8 The Contractor shall notify the Owner of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Owner

CITY OF OURAY DESIGN CMAR AGREEMENT

This Agreement made and entered into effective the 7th day of June 2021, between the City of Ouray, a Colorado home rule municipality (City) and Moltz Construction, Inc. 8817 County Road 175, P.O. Box 729, Salida Colorado, (Construction Manager).

RECITALS

WHEREAS the City must design, develop, and construct an expansion to the City's current domestic wastewater treatment plant (WWTP) on the current site in compliance with Colorado's Water Quality Control Division regulations under 5 CCR § 1002:22 (Project).

WHEREAS the City has chosen a non-traditional design method where a construction manager at risk (CMAR) firm is engaged early in the design process to provide pre-construction and design services to City resulting in a more accurate final design by the engineer and a detailed construction bid with the goals being to shorten the construction timeline and minimize the risk of cost overruns for the City and CMAR.

WHEREAS the City has retained JVA, Inc. as the engineer for the Project design and may retain additional or substitute engineers for the Project (Engineer).

WHEREAS pursuant to the request for proposals sent out by Construction Manager and the responses received on April 29, 2021, City chose Construction Manager as the CMAR firm to provide pre-construction and design services and work closely with Engineer through 60 and 90 percent design completion of the drawings, specifications and GMP for construction of Project and the RFP and Construction Manager's response attached and incorporated hereto as **Exhibit A**.

WHEREAS the City desires to retain the Construction Manager as its agent to assist in development of the Project and to possibly cause the construction of the Project but City may retain additional or substitute Construction Managers for the Project at any time.

NOW, THEREFORE, in consideration of the premises and the mutual covenants below, material recitals above and other valuable consideration, the receipt and which sufficiency is acknowledged, the parties hereto agree as follows:

1. SCOPE OF CONSTRUCTION MANAGER SERVICES. The Construction Manager agrees to provide services in accordance with Exhibit A (Scope of Services) and the Notice of Award to be executed contemporaneous with this Agreement attached and incorporated hereto as **Exhibit B**.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A, upon termination of this agreement by either party for default, suspension of Project pursuant to Paragraph 11 below or if the services are not completed, this agreement will expire on December 31, 2021 at which time the City and the Construction Manager will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Construction Manager a sum not to exceed of One Hundred Eleven Thousand Two Hundred Seventy Dollars (\$111,270.00).
4. CREDIT TO CITY. In the event Construction Manager is hired by the City to construct the Project after 90% of Final Design, City shall receive a Thirty Thousand Dollar (\$30,000.00) credit towards the Project costs.
5. PAYMENT FOR SERVICES. The Construction Manager shall submit an invoice to the City describing the professional services rendered by the 5th of each month by the percentage completed as indicated in the Pre-Construction Phase Work Increments Document attached and incorporated hereto as **Exhibit C**. City shall have access to backup documentation identifying individual employee, date, and hours worked on this Project, if necessary. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation. If the invoice is not timely submitted, the Construction Manager shall submit the untimely invoice on the 5th of the following month for reimbursement.
6. CITY REPRESENTATIVE. The City Council designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement. All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

7. INDEPENDENT CONTRACTOR. The services to be performed by the Construction Manager are those of an independent contractor and not as an employee of the city. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Construction Manager, or their successors or assigns. No agent or employee of the Construction Manager shall be or shall be deemed to be the employee or agent of the City. City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Construction Manager. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Construction Manager. The Construction Manager will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Construction Manager will pay all federal and state income tax on any moneys paid pursuant to this agreement.
8. INSURANCE. The Construction Manager agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Construction Manager. The Construction Manager shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Construction Manager shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Construction Manager engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of Two Million Dollars (\$2,000,000.00).

- b. The Construction Manager shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
 - c. Failure on the part of the Construction Manager to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Construction Manager upon demand, or the City may offset the cost of the premiums against any monies due to the Construction Manager.
 - d. The Construction Manager shall be responsible for any deductible under any policy required above.
 - e. The Construction Manager has provided the City with a certificate of insurance attached hereto as **Exhibit D**.
9. GOVERNMENTAL IMMUNITY. The Construction Manager understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
10. INDEMNIFICATION. To the fullest extent permitted by law, the Construction Manager agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Construction Manager or any third party under the control or supervision of the Construction Manager, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Construction Manager or the Construction Manager's agents, representatives, subcontractors, or suppliers.
11. PROJECT SUSPENSION OR TERMINATION. If the City suspends or terminates the Project for any reason, the Construction Manager shall be compensated for services performed prior to notice of such suspension or termination. If the Project is

resumed, the Construction Manager's time schedules shall be equitably adjusted. If City suspends the Project for longer than 90 days, Construction Manager may terminate this agreement. City shall have no liability for delay or damage caused Construction Manager because of any suspension of services.

12. EMPLOYMENT OF ILLEGAL ALIENS. Pursuant to C.R.S. § 8-17.5-101, *et seq*, the Construction Manager certifies it shall not knowingly employ or contract with an illegal alien to perform work under this Contract and shall abide by the terms of **Exhibit E** attached and incorporated herein.
13. ASSIGNMENT. The Construction Manager shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
14. PAYMENTS BY CITY. All payments of money to Construction Manager pursuant to this agreement shall be subject to the annual appropriations of money.
15. LEGAL COMPLIANCE. The Construction Manager shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
16. FURTHER ASSURANCES. Each party agrees to take such actions and sign any documents, certificates, and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
17. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Construction Manager.
18. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
19. SEVERABILITY. If any part, term, or provision of this contract is held by the courts

to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term, or provision held to be invalid.

20. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
21. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
22. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
23. FACSIMILE SIGNATURES. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.

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

Signatures on Following Page

CITY OF OURAY:

Greg Nelson, Mayor

Attest:

Melissa Drake, Clerk

CONSTRUCTION MANAGER:

, Principal

PROJECT APPROACH AND SCOPE OF WORK

1. Suggested construction sequences and means and methods

Moltz has prepared a preliminary CPM schedule which lays out a potential sequence of more significant construction activities of this project. Please refer to pages 13 through 27 for a draft of this schedule. We intend to manage the critical path of this project by self-performing schedule critical scopes of work including earthwork, concrete, yard piping and process mechanical installations.

The draft CPM schedule included herein deviates from the milestone dates and durations included in the RFP. Our draft schedule represents a postponed start of construction to April 2022. This delayed start will reduce the number of winter condition construction months required, and further serves to coordinate better with the full availability of the proposed team. In consideration of the complexity of the adjoining concrete basins, presumed leak testing requirements, winter conditions, and climate-sensitive construction (e.g. masonry, roofing, etc.), there is a strong potential that additional time beyond the assumed 18 month duration will be required to fully deliver this project. This is reflected in the CPM schedule with the project total construction duration extending beyond the assumed 18 month duration. Provisions can be implemented to accommodate construction of the climate sensitive scopes of work in adverse conditions but this comes at a cost. We believe a more strategic approach to construction start and sequencing can be implemented to better fit the work within the anticipated site conditions and look forward to an opportunity to collaborate with the Owner and Engineer teams to find the best-fit solution as design progresses to the 60% and 90% levels.

The remote location of the project creates a potential complication regarding the generation of interest for specialty subcontractors. Our principal concerns are with securing a masonry subcontractor with the resources available to meet the level of performance and quality needed, as well as specialty finish subcontractors interested in constructing the small-scale work required in the Operations building. Moltz is committed to conducting a rigorous solicitation campaign for all subcontract scopes of work. This endeavor will extend to solicitations of vendors to ensure the project receives competitive pricing for all facets of the work. Moltz has strong working relationships with multiple subcontractors, equipment vendors, and material suppliers specific to the wastewater industry and we are confident that these relationships will generate a competitive pricing requirement for this project.

Resource availability is a key factor in the success for projects of this size, complexity, and remote location. Our proposed team is fully committed to this project from the start of preconstruction coordination through closeout, startup, and warranty services. We will not hand off the project from a preconstruction team to a construction phase team, therefore everything established throughout preconstruction is retained without a risk of loss in a team handoff between phases. If ever necessary, craft-personnel from other projects will be made available to provide the needed support for discrete, large-scale activities (e.g. large concrete placements and critical tie-ins or startup efforts).

Below is Moltz's CMAR process.

Keys to Project Success

- Establish and maintain open communication throughout the construction team to effectively work together to make timely decisions on construction issues.
- Maximize ability to control schedule, quality, safety, and price in one of two ways: self-performing much of the work or hiring qualified subcontractors.
- Ensure plant stays operational and compliant at all times.
- Work with the City to maximize value it receives from their budget.
- Create a safe work environment for everyone involved in the project.
- Minimize Project Risks to all parties: Owner, Engineer, Contractor by taking these steps:
 - Moltz's thorough review of contract plans and specifications.
 - Collaborative development of the construction schedule, sequencing, and activity durations in conjunction with continuing plant operations.
 - Risk identification and mitigation plan by development led by Moltz.
 - Team input on the skeleton of key subcontractors based on schedule, not just low price.
 - Owner/Engineer review of process equipment quotes for best-value selections.

The following is a breakdown of Moltz Construction's approach of which each GMP package will consist when reaching a final GMP:

I. 60% Design Development Documents:

a. 60% Create IGMP/Cost Model

- i. Solicit subcontractors and suppliers.
- ii. Identify allowances.
- iii. Identify clarifications.
- iv. Identify cost assumptions.
- v. Identify Owner and contractor contingencies.
- vi. Identify Constructability issues.
- vii. Identify cost savings ideas.
- viii. Evaluate design options.
- ix. Further develop schedule as preconstruction progresses.
- x. Discuss long-lead time procurement options.
- xi. Develop and implement systems integrator selection process.
- xii. Identify concerns for operation and maintenance.
- xiii. Refine Construction Management Plan.
- xiv. Develop work packages for subcontractor and supplier bidding.
- xv. Develop schedule of values format.

II. FGMP Development:

- a. 90% estimate and budget update.
- b. Estimate comparison to previous estimates via cost model.
- c. 90% schedule update.
- d. Analysis of changes from estimates.
- e. Accept proposals for work packages.
- f. Create Final GMP (FGMP).
- g. Value Engineering ideas will be pursued throughout the process to ensure the District is receiving the best value for their budget.
- h. Finalize schedule of values and pay application procedures.
- i. Finalize base line schedule for project.



III. 100% GMP estimate to finalize all costs.

- a. Documented changes from 90% GMP to the 100% Issued for Construction will be thoroughly reviewed for cost and schedule impacts. Detailed change proposals will be developed for review and approval by Owner and Engineer.
- b. Moltz to re-solicit all selected vendors and subcontractors to confirm their 90% pricing or purpose cost impacts for changes made post 90% GMP.
- c. Full open-book change orders with proposals justifying cost changes to be submitted to the Owner and Engineer for review and approval by Change Orders.

2. Value engineering for the most cost-effective solutions

Building on our experience from 31 years of constructing treatment plant projects we strive to create the best value for all of our clients. Moltz Construction will actively pursue value engineering concepts and present them to the team throughout preconstruction and construction phases of the project. All value engineering concepts with merit will be further developed with detailed cost comparison estimates, schedule analysis and risk assessment. Our focus for value engineering goes beyond only cost-saving suggestions and may include constructability reviews and operability reviews with plant operators to seek out changes that can make the plant easier to operate and maintain after construction. We are committed to the details and we are diligent in asking questions and maintaining open communication in design and construction.

Please refer to our value engineering ideas located on page 11.

3. Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting or construction issues

Please refer to the Risk Register in the Appendix on page III.

It is no secret that effective communication is the key to every project. We continuously strive to refine our processes to improve team communication. We look to new technology to streamline processes and to gain valuable insight from all party members. We have implemented the use of online management systems including GoToMeeting, Microsoft Teams, Bluebeam Studio, Trello, Owner Insite, and Procore. Our team has extensive experience in negotiating and managing vendor and subcontractor contracts with focused importance on the value of communication. Below are a few summaries of our efforts to continuously improve communication.

Added Value

Contracting Terms and Conditions

It is Moltz's practice to include our template subcontract and purchase order terms and conditions as part of the 90% for-award solicitation process. We include forms requiring subs and vendors to:

1. Confirm their acceptance to our terms and conditions;
2. Confirm their strict compliance with the Contract Plans and Specifications;
3. List all exceptions, deviations/exclusions from these documents and to provide value engineering ideas as a basis for our best-value selection process.

We believe this approach allows for more accurate vetting during the review process and allows the Owner, Engineer, and CMAR team to make well-informed selections.

Consistency - Retained Value

Our proposed Preconstruction team is the same team being offered for the construction phase. We will have no loss of knowledge from the preconstruction phase to the construction phase. This is an important consideration for the Owner and Engineer.

Bluebeam Studio

Moltz has implemented a collaborative team review process using Bluebeam's Studio for real-time commenting and review of the construction documents. Rather than each team member making their own notes and sharing ideas and concerns only at the delivery milestone meetings, Bluebeam Studio allows all parties to have access to a common set of construction documents online. Comments are tracked by each person and can be downloaded for easy reference to discuss. We have seen great success with this process. This is an ideal tool for the CMAR delivery process and encourages participation by all team members. We intend to use Bluebeam Studio for managing as-built construction documents throughout the construction phase. This ensures that our field crews have the most current and up to date information.



Notice of Award

Date: June 7, 2021

 Project: City of Ouray Wastewater Treatment Facility (WWTF) Expansion

Owner: City of Ouray

Owner's Contract No.: NA

 Contract: City of Ouray Construction Manager at Risk (CMAR) Design and Constructability Services

Engineer's Project No.: 1008.5e

Bidder: Moltz Construction, Inc.

 Bidder's Address: 8807 CO Road 175, Salida, CO 81201

You are notified that your Proposal dated April 29, 2021 for the above Contract has been considered. You are the Successful Proposer and are awarded a Contract for the design and constructability services for the City of Ouray Wastewater Treatment Facility (WWTF) Expansion.

Design Phase Services include:

1. Moltz's key personnel outlined in the proposal Organizational Chart shall assist and participate as members of the project team through the 60 and 90 percent design completion of the drawings, specifications and GMP for construction to begin in March of 2022.
2. Following completion of the 90 percent design, prepare a final GMP for the project based on constructability reviews and valued engineered items.
3. Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in a pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
4. Participate as a member of the project team in the completion and approvals of required permits for design and construction.
5. The CMAR firm may be requested to commence construction in phases, before 100 percent drawings and specification are completed. Therefore, pricing of any individual tasks immediately prior to construction shall be substantiated on a GMP basis with predetermined parameters, processes and procedures.
6. Other required services for project completion outlined in the Design CMAR contract and general/supplemental conditions

The lump sum price of Moltz's Design and Constructability Services in accordance with the Request for Proposal is a maximum of One Hundred Eleven Thousand Two Hundred Seventy Dollars (\$ 111,270.00). A credit for thirty thousand dollars (\$30,000) will be issued from the Pre-construction services if a Construction Contract is awarded to Moltz.

 City of Ouray

Owner

By:

 Silas Clarke, City Administrator

 Moltz Authorized Signature

Exhibit C to Design CMAR Agreement

Below is - Information regarding Design Phase Services as requested in RFP section C.2.B.

Moltz Construction's Preconstruction Phase Services Phase Rates			60% iGMP					90% GMP					RFP TOTALS	Possible Scope Additions for Consideration		SUBTOTAL
			60% Kickoff Meeting (4 hours)	60% Design/Progress In-Person Meeting (4 hours)	60% Design/Progress Conference Calls (4 hours)	60% Design iGMP Estimate Development	60% TOTAL	Final Design Kickoff Meeting (4 hours)	90% Design/Progress In-Person Meeting (4 hours)	90% Design/Progress Conference Calls (4 hours)	90% iGMP Estimate Development	90% TOTAL	TOTAL VALUE & HOURS	60% Value Engineering Workshop	Time allowance for Final GMP VE, Development & Negotiations	TOTAL VALUE & HOURS
		Qty → Rates* ↓	1	1	2	1	5	1	1	2	1	5	10	1	1	
Officers of the Company	Eric Moltz	in Fee														
Project Executive	Mike Butler	in Fee														
Division Manager	Ken Tunstall	in Fee														
Pre-Con Senior Manger / Lead Estimator																
Senior Project Manger	Cole Philips	\$ 128.00	8	4	4	80	100	8	4	4	80	100	200	40	16	56
General Superintendent	Chad Carter	\$ 99.00	8			16	24	8	4	2	16	32	56	20	4	24
Construction Project Manager Pre-Con Project Manger / Estimator	Stefan Veltri	\$ 63.00	8	4	4	40	60	8	4	4	40	60	120	40	32	72
Construction Superintendent	Wes Ferarro	\$ 63.00	8	2	2	40	54	8	2	2	40	54	108	24	4	28
Lead Estimator	Blake Evans	\$ 67.00		4	4	120	132		4	4	160	172	304	8	4	12
Project Estimator	Jeff Schmitt	\$ 61.00				120	120				160	160	280	8	2	10
Project Estimator	Tyson Keast	\$ 61.00				120	120				160	160	280	8	2	10
		Hours:	32	14	28	536	610	32	18	32	656	738	1,348	148	64	212
		Value:	\$ 2,824	\$ 1,158	\$ 2,316	\$ 39,544	\$ 45,842	\$ 2,824	\$ 1,554	\$ 2,712	\$ 47,104	\$ 54,194	\$ 100,036	\$ 12,644	\$ 5,224	\$ 17,868
Copies	Plan Sets	\$ 100.00	8				\$ 800.00	8				\$ 800.00	\$ 1,600			\$ -
Travel to Jobsite / Meetings	330 miles	\$ 0.58	2	4			\$ 696.00	2	4			\$ 696.00	\$ 1,392	2		\$ 232
Per Diem Allowance	hotel nights	\$ 250.00					0					0	\$ -			\$ -
Potholing Add Option	plug value	\$ 5,000.00					0					0	\$ -	1		\$ 5,000
						SUBTOTAL	\$ 1,496				SUBTOTAL	\$ 1,496	\$ 2,992			
						TOTAL	\$ 47,338				TOTAL	\$ 55,690	\$ 103,028		TOTAL	\$ 23,100
					OH&P	8.00%	\$ 3,787			OH&P	8.00%	\$ 4,455	\$ 8,242	OH&P	8.00%	\$ 1,848
						60% PRECON GRAND TOTAL	\$ 51,125				90% PRECON GRAND TOTAL	\$ 60,145	\$ 111,270		Potential Precon Adder	\$ 24,948
											Precon Credit @ Construction Phase Award	\$ (30,000.00)				
											FINAL PRECON AMOUNT	\$ 81,270				

Moltz is offering a credit for the portion of the Pre-Construction services that would be a normal cost of doing business to bid this project as a typical design-bid-build delivery. Alternatively, in lieu of a lump sum pre-construction phase agreement, Moltz is amenable to a pre-construction contract with our price as a Guaranteed Maximum and billed on a cost-plus basis. With this revised approach, the Owner can engage Moltz for our services at the level best suited for the project and the needs of the team.

* Discounted Hourly Rates includes Labor Burden (SUTA/FUTA/FICA, Worker's Comp, General Liability, Umbrella, Health Insurance, long term disability, employee 401k & social security)

K. INSURANCE

1. Provide a certificate of insurance outlining coverage and policy limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		CONTACT NAME: IMA Denver Team PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL: DenAccountTechs@imacorp.com ADDRESS:	
INSURED Moltz Construction, Inc. PO Box 729 Salida CO 81201		INSURER(S) AFFORDING COVERAGE INSURER A: American Guarantee and Liabili INSURER B: *Pinnacol Assurance INSURER C: Zurich American Insurance Comp INSURER D: Indian Harbor Insurance Compan INSURER E: INSURER F:	
		NAIC # 26247 41190 16535 36940	

COVERAGES

CERTIFICATE NUMBER: 341836471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLA685120202	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			GLA685120202	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC686851302	8/1/2020	8/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4059256 CEO744604004	8/1/2020 8/1/2020	8/1/2021 8/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Stop Gap - Wyoming			GLA685120202	8/1/2020	8/1/2021	Aggregate Each Occurrence \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Coverage: Policy #CEO744604004
 Eff Date: 08/01/20-08/01/21 Insurer: Indian Harbor Insurance Company
 \$3,000,000 Per Loss; \$3,000,000 Aggregate Limit; \$25,000 SIR; Claims Made Retro Date: 8/1/08

Contractors Pollution Coverage: Policy #CEO744604004
 Eff Date: 08/01/20-08/01/21 Insurer: Indian Harbor Insurance Company
 \$2,000,000 Each Occurrence Limit; \$2,000,000 Aggregate Limit; \$10,000 SIR

See Attached...

CERTIFICATE HOLDER

CANCELLATION

JVA, Inc. 817 Colorado Avenue, Suite 301 Glenwood Springs CO 81601 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit E - Illegal Aliens

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

that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 1.6 The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
- 1.7 If the Contractor violates these illegal alien provisions, the Owner may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Owner. The Owner will notify the Office of the Secretary of State if the Contractor violates these provisions and the Owner terminates this Contract for that reason.
- 1.8 The Contractor shall notify the Owner of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Owner