

Ouray City Council Regular Meeting
Monday, March 7, 2022 6:00 PM

Massard Auditorium -
<https://zoom.us/j/9349389230> password 491878
or dial 408-638-0968
320 6th Ave
Ouray, CO 81427

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CEREMONIAL/INFORMATIONAL
5. APPROVAL OF MINUTES - February 7 & 22, 2022
6. CITIZENS' COMMUNICATION
7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
8. DEPARTMENT REPORTS
 - 8.a. City Administrator
 - 8.b. Police Chief
 - 8.c. Fire Chief
 - 8.d. Public Works Director
 - 8.e. City Resources Director
 - 8.f. Finance and Administration Director
9. CONSENT AGENDA
 - 9.a. Bed and Breakfast Liquor Permit - China Clipper
 - 9.b. Bed and Breakfast Liquor Permit - Ouray Inn
 - 9.c. Liquor License Renewal - Colorado Boy Southwest
 - 9.d. Liquor License Renewal - Ouray RV Park and Cafe
10. ACTION ITEMS
 - 10.a. Appointments to the Planning Commission
 - 10.b. Resolution 5, Series 2022 - Sidewalk Repair Assistance for 2022
 - 10.c. Resolution 6, Series 2022 - Authorizing EIAF Grant Application for WTP Project
 - 10.d. IGA with Ouray County for Emergency Extrication Services
 - 10.e. Consideration of Providing 30-day Notice for Termination of Agreement for Purchase of Water Meters and Services with Mountain State Pipe & Supply Co.
 - 10.f. Forest Service Special Use Permit for Maintenance and Use of the Box Canon Sign
11. DISCUSSION ITEMS
 - 11.a. Workforce Housing in RVs Connecting to City Sewer System
 - 11.b. Future Agenda Items
 - 11.b.1. March 15, 1:30pm, 4-H Event Center - Joint Work Session with BOCC Regarding Joint Planning IGA
 - 11.b.2. March 21, 3pm, Work Session with Planning Commission
 - 11.c. Funding (\$4,500) Upgrade of Ice Park/Via Ferrata Restroom Project

12. ADJOURNMENT

Ouray City Council Regular Meeting

Monday, February 7, 2022 6:00 PM

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Ethan Funk: Present
Tamara Gulde: Present
Peggy Lindsey: Present
Josh Smith: Present
K. John Wood: Present

1. CALL TO ORDER

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

2. Consideration of a Request to Participate Remotely by Mayor Pro Tem Josh Smith, per Resolution 7, Series 2018 - Remote Participation Policy for Council Members

Removed from agenda since Mayor Pro Tem Smith was able to attend in person.

3. ROLL CALL

4. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

5. PUBLIC HEARINGS

a. Ordinance 1, Series 2022 - Changing the Meeting Time for Regular Council Meetings to 6pm

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

6. CEREMONIAL/INFORMATIONAL

a. Update from JVA on WWTP Engineering

Cooper Best from JVA presented an update on the re-design process for the Wastewater Treatment Plant, reducing costs without compromising operation. Building footprint has decreased by shrinking the admin/office area, electrical runs have been shortened by relocating the electrical room and common walls have been maximized to save on material costs. Equilization basins are no longer covered, and one digester was removed, which should not negatively affect operations. Councilor Lindsey asked about potential roof drainage into the basins and potential smells from the plant without the roof from the original design. Mr. Best explained there would be roof drainage leading away from the basins, and that the smell should be minimal to none anyway, since they had never been fully enclosed in the plans, just covered with a roof. Councilor Wood asked about any anticipated issues with winter operation with some processes being moved outside/exposed. Mr. Best said similar plants operate in other colder climates with no issues, but could slightly increase staff time needed to keep operating. JVA will submit 75% plans to the City in a few weeks. Once plans are completed, Moltz Construction will generate a guaranteed maximum price that, once agreed upon by the City, they will stand by in case of any price increases after that point. Mr. Clarke stated that the pumps have been replaced with cheaper models that also have a smaller footprint, but potentially require more staff maintenance time.

7. CITIZENS' COMMUNICATION

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

8. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk

- *Councilor Gulde: Tri-agency dinner will be held on March 24th in the Community Center with Town and County staff, working on presenters for the event. CEDC meeting on February 10th to define goals for 2022. Met with Frank Robertson, IPAT chair, getting acquainted with other members. Next IPAT meeting will be April 13th. Attended MAC meeting with Mayor Funk; announced that the Library is distributing KN-*

95 masks, 5 to a family per month. Attending ORCA (Ouray Recreation and Conservation Alliance) meeting, will let Mayor Funk provide update.

- Councilor Lindsey - Beautification Committee met on Feb 2nd. Flowers are being delivered June 14-15, seeking volunteers to help install baskets and plant the ore carts. Will continue working on the river walk trail when the weather warms.
- Councilor Wood - Communities that Care leadership kickoff meeting, getting new members up to speed.
- Mayor Pro Tem Smith - PARC meeting was postponed, meeting will happen tomorrow.
- Mayor Funk - Attended MAC meeting. Attended ORCA meeting with Councilor Gulde, committee took data from prior meetings presented by other counties to form a plan for Ouray. Forming two groups: Mission/vision/scope and structure/funding. Next meeting is March 3rd at 5:30 pm.

9. DEPARTMENT REPORTS

a. City Administrator

State-sponsored wastewater surveillance collaborative testing is happening at Ouray and Ridgway wastewater treatment plants. Revitalizing Main Street program grant application was submitted last Friday. If awarded, it would create new crosswalks and bump outs at intersections. Visitor Center hours have been extended for the ice climbing events, working on permanent extension of hours. Ouray County special use permit applications for Water and Wastewater will be submitted this week. Tourism best practices work session on Wednesday, February 9th at noon. New windows were installed in the Community Center from last year's budget. Webpage layout updates received; will be sent to council members after the meeting. Working on putting a committee together for Wayfinding project. Mayor Funk asked if genetic sequencing would be done on the samples from the wastewater treatment plant to detect variants. Mr. Clarke and Public Works Director Joe Coleman were not sure, but would ask the state. Mayor Pro Tem Smith asked if the estimated costs provided by SGM with the grant application could increase like the Wastewater Treatment Plant costs and many other projects did. SGM, the engineering firm, felt that they were conservative enough already that they did not expect increases beyond the estimated figure.

b. Police Chief

Chief Wood read his report.

c. Fire Chief

Report in packet

d. Public Works Director

Working with Paul Young on grant applications. Mr. Coleman said the bump-outs at the intersections in the Revitalizing Main Street plan would be troublesome for snow removal, and wanted to state it for the record.

e. City Resources Director

An unannounced ski tow inspection happened today. Two small issues were noted, no major problems. Working with PARC on Cabin Fever Day plans.

f. Finance & Administration Director

Sales tax report for money received in January (November 2021 activity). Up 41% over November 2020 and up 38% for the 11 months of 2021 over 2020.

10. CONSENT AGENDA

Motion to approve the consent agenda. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

- a. Special Events Liquor Permit Application - Paradox Sports "Got Stump?" Event - Feb. 20, 2022
- b. Liquor License Renewal - Brickhouse 737 LLC

11. ACTION ITEMS

- a. Change Order with Moltz Construction for Pre-construction Services with Veolia for the WWTP MBBR Design

Motion to approve the change order. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Cooper Best from JVA gave an overview of the change order, which is primarily about timing to anticipate any delays in manufacturing. Councilor Wood confirmed with Mr. Best that it isn't truly a change in the plans, but just a change in schedule. Normally, this step would have happened at 90% plans. Mr. Clarke said the council could table the motion until the next meeting to give everyone more time to review the change order, since the documents were just received, or they could continue and vote on it today.

b. Ordinance 1, Series 2022 - Changing the Meeting Time for Regular Council Meetings to 6pm - Second Reading

Motion to approve the second reading of Ordinance 1, series 2022. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

c. Public Participation Parameters in Council Meetings

Motion to approve the virtual participation parameters. This motion, made by K. John Wood and seconded by Peggy Lindsey, Withdrawn.

Motion to allow participation by the public in regular council meetings via Zoom, reminding the public (in-person and virtual attendees) to limit their comments to 3 minutes and request that Zoom attendees make every attempt to have video and audio connections working. Speakers may not donate time to other speakers. Mayor is allowed to extend 3 minute time limit. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Mayor Funk stated he requested that the rules be modified to also apply to in-person communication as well as Zoom. Councilor Wood wanted to remind people when they submit the speaking request form that video and audio must be utilized to participate via Zoom. Councilor Gulde thought the policy was too stringent, and would reduce citizen participation, stating the County has an open floor policy via Zoom that has not caused issues. Mayor Pro Tem Smith felt the same as Councilor Gulde, and would like to remove the speaker request form. Councilor Gulde felt that putting restrictions in at the very beginning could be unnecessary, and could be added later if actually needed. Councilor Lindsey also felt that the speaker request form was unnecessary. Mayor Funk would like to see it be more restrictive at first, and can be relaxed if needed. Lynn Padgett, Ouray County commissioner spoke against the policy, saying it has not been needed at the county.

d. Consideration of Appointment of Dolgio Nergui to the Tourism Advisory Committee

Motion to approve appointment of Ms. Nergui to TAC. This motion, made by Tamara Gulde and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Nay

e. Consideration of Appointment of Jennifer Donovan to the Tourism Advisory Committee

Motion to approve appointment of Ms. Donovan to TAC. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Councilor Wood asked Ms. Donovan if she knew what LOT stood for and what the funds were used for. Ms. Donovan answered that the funds come from nightly stays and fund tourism, beautification and one other that she couldn't remember. Councilor Wood then asked about her answers on her application to the most important issues facing the City, noting that her answers were not something that she could affect on the Tourism Advisory Committee. Ms. Donovan understood that, and wasn't clear if she should have phrased all her answers from a tourism viewpoint, or just in general.

f. Resolution 2, Series 2022 - Appointing an Alternate Municipal Judge

Motion to approve Resolution 2, series 2022, approving two interim judges. This motion, made by Peggy Lindsey and seconded by K. John Wood, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
City Attorney Viner stated there are two interim judges who will be filling in for March and April municipal court dates for a reasonable cost.

g. Resolution 3, Series 2022 - Considering Non-renewal of IGA with Ouray County for Joint Planning for Urban Growth

Motion to approve Resolution 3, Series 2022. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Nay, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea
Mayor Funk presented an overview of the current inter-governmental agreement, which was written 20 years ago and has been auto-renewed every 5 years. Mayor Pro Tem Smith asked how annexation works with and without this agreement in place. Mr. Clarke said cities are the final authority on annexation, but this agreement gives the county more authority on the topic.

Councilor Wood said the City is the "higher authority" that brings more services to annexed land that would not otherwise receive services from the county, and therefore should be the final authority on any annexations. Councilor Gulde would like to table the decision to do more research. Councilor Lindsey is in favor of terminating the auto-renewal in order to re-negotiate the agreement. Mayor Pro Tem Smith asked if postponing the vote until after informally talking with the County would be beneficial. Councilor Wood stated that the 6 months built into the contract are used for negotiating and it is not necessary to have those changes ready in the 3 weeks, it is only a notification to the County that the City will not auto-renew the contract as currently written and would like to re-negotiate in the coming 6 months. Mayor Funk stated that the Council just became aware of the deadline for the renewal, and would have preferred to have work sessions with the County before terminating the agreement, but time doesn't allow that at this point. Councilor Gulde was surprised that it wasn't common knowledge among Council members until a couple of months ago that there was a Joint Planning Commission, since she has been on the committee multiple times since its inception in 2002.

Lynn Padgett, representing herself as an individual Ouray County Commissioner, provided some background. Commissioner Padgett stated a re-negotiation would add months of work for County Commissioners and staff, but suggested that the City should amend the IGA as a simpler way to make their desired changes, stating the County attorney has confirmed that it can be amended at any time. Councilor Lindsey was in favor of terminating the agreement in order to re-negotiate. Councilor Wood does not like that the policy requires the City to get permission from the County for any changes. Councilor Gulde again suggested tabling the discussion and seeing if amending the agreement is more appropriate than halting the auto-renewal before making a decision. Councilor Wood called the question. Mayor Funk took a voice vote on whether council members wanted to cease discussion. Councilors Lindsey and Wood voted to cease discussion, but Mayor Funk, Mayor Pro Tem Smith and Councilor Gulde voted to continue the discussion. Councilor Gulde would like to give the County Commissioners the courtesy of holding their own meeting and discussing the issue before the City makes a decision. Mayor Pro Tem Smith felt it would create a contentious relationship with the County if the resolution passed tonight without input from the BOCC.

The Council directed staff to set up a joint work session with the County.

h. Resolution 4, Series 2022 - Adopting a Policy to Fund Ranger Programs with City Commercial Use Fees
Motion to approve resolution 4 series 2022. This motion, made by K. John Wood and seconded by Peggy Lindsey, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

12. DISCUSSION ITEMS

a. Strategic Plan Overview from Council Work Session on January 11, 2022

Mayor Funk presented results of the work session for strategic plan development. Councilor Wood felt the list of items were out of order in the order of execution. Mayor Funk felt that the priority list was not an

order of execution, but simply priorities without laying out an order of execution. Staff would take the priority list and turn it into an executable strategic plan.

b. Future Agenda Items

- *Update list of future agenda items from November with completed and in-progress items*
- *Main Streets program presentation*
- *Councilor Gulde strongly encouraged the public to attend the TAC meeting on Thursday.*

13. ADJOURNMENT

Motion to adjourn at 8:35 pm. This motion, made by Peggy Lindsey and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Peggy Lindsey: Yea, Josh Smith: Yea, K. John Wood: Yea

Ethan Funk, Mayor

ATTEST:

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 Monday, February 7, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Monday, February 7, 2022.

Melissa M. Drake, City Clerk

Ouray City Council Regular Meeting

Tuesday, February 22, 2022 1:00 PM

Massard Auditorium, 320 6th Ave, Ouray, CO 81427

Ethan Funk: Present

Tamara Gulde: Present

Peggy Lindsey: Absent

Josh Smith: Present

K. John Wood: Present

Councilor Lindsey is excused

1. CALL TO ORDER

Mayor Funk called the meeting to order at 1:00 pm.

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

4. CEREMONIAL/INFORMATIONAL

Mayor Funk reminded the audience about the virtual Zoom participation rules.

a. Main Street Program Overview - DOLA

Gayle Langley, Traci Stoffel, Will Cundiff and Alex Lanis from DOLA - Main Streets Program introduced themselves and gave an overview of the Main Street Program across the country and in Colorado.

5. CITIZENS' COMMUNICATION

Mayor Funk opened the floor for public comment. John Nixon asked if IT Administrator Rich Willis was responsible for the sound system updates. Mayor Funk confirmed that he was, and there are future improvements still planned. Mr. Nixon complimented Mr. Willis on the technology improvements lately. Bruce Gulde spoke about the snow impeding parking spaces, and wanted to see a schedule adhered to for clearing parking spaces, whether there is snow or not. Suzette Warnyck would also like to compliment Mr. Willis for the clear view of the entire room.

6. APPROVAL OF MINUTES - January 10 and 18, 2022

Motion to approve the minutes as presented. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

7. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk

- Councilor Gulde - February 10th CEDC meeting report in Ms. Oswald's report. Discussion on tentative subjects for 2022 roundtable meetings. The first roundtable is March 23rd; topic is workforce planning and recruitment. CEDC meeting on Thursday to plan topics and goals for roundtables. One vacant seat on CEDC. Next meeting is March 10th at 8:30 am. The Tri-Agency dinner needed to be rescheduled due to conflicts with Ridgway's mayor, looking at late April and May dates.
- Councilor Wood - OIPI meeting was a closed executive session, did not attend. OIPI is excited about ice conditions this year. A backcountry ice climber got caught in an avalanche and managed to film it, which has turned into an advertisement of sorts for the Ice Park, since it is maintained. TAC work session on February 9th went well.
- Mayor Pro Tem Smith - last PARC meeting was dedicated to planning Cabin Fever Day this coming Saturday, February 26th. Reminder of vacant seats on committee. Next meeting is March 1st.
- Mayor Funk - attended a meeting of the Central San Juan Mountain High Alpine Road Map Group (a Region 10 group), a regional group similar to ORCA.

8. DEPARTMENT REPORTS

a. City Administrator

Mr. Clarke gave an overview of his report. Wastewater treatment plant plans hit 75%, plans have changed back to self-priming pumps because the calculated cost savings didn't work for the cheaper models requiring more staff time. Water treatment plant loan application deadline is April 15th, working to have the application ready by then. Next week does not work for the County for the Joint Planning IGA discussion; they are going to send alternative dates. Mayor Funk asked about the optimum corrosion control treatment recommendation in the water treatment plant. Mr. Clarke explained that they are trying to reduce the copper in the water as a way to reduce it in the wastewater treatment plant, allowing it to be pumped back into the river after treatment, although a copper reducer at the wastewater treatment plant will still be needed.

b. Finance and Administration Director

December sales tax activity report in packet. December 2021 is 30% higher than December 2020, and 2021 activity is up 37% over the entire year 2020.

c. Community Development Coordinator

Ms. Oswald gave an overview of her report. Staff are looking for zoning issues where a property has two zones. CEDC roundtable discussion this Thursday at 8:30 am in the Community Center.

d. Visitor Center Coordinator

Report in packet

9. CONSENT AGENDA - Liquor License Renewal - The Silver Eagle Saloon

I make a motion to approve the Consent Agenda. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

10. ACTION ITEMS

a. Creation of Tourism Department and Destination Marketing and Tourism Director Position

Motion to approve the creation of Destination Marketing and Tourism Director position. This motion, made by K. John Wood and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

Mr. Clarke thanked OEDIT for their presentation last week in helping create the position/department. Councilor Gulde is very pleased with this position being created. Councilor Wood asked about the funding for this position. Mr. Clarke stated it would be fully funded through LOT funds. Mayor Funk opened the floor for public comment. Marc Hitchcox is not sure the City needs more marketing, and would like to see some of the LOT funds reallocated to housing. Councilor Gulde clarified that the position is not just about marketing Ouray to new visitors, but educating current visitors, staffing the visitor center and managing tourism messaging as well. To reallocate LOT funds, it would have to go to the ballot to be changed.

b. SMPA Stakeholder Support Letter

Motion to approve the letter of support for SMPA, adding a request in the letter that SMPA's road crew consult with the Chief of Police prior to road closures, and granting the Mayor authority to sign the letter. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

CDOT is looking for community support of San Miguel Power Association's next road closure this spring because of the public outcry last fall. Chief Wood would like to have advance contact with the flaggers that SMPA hires to prevent congestion issues like there were initially during the last closures. Bruce Gulde would like the City to coordinate with CDOT to work on positive signage messaging stating that Ouray is open, and the road would be open at specified times.

c. Request from San Juan Philanthropy Days

Motion to approve \$2000 request for San Juan Rural Philanthropy days. This motion, made by Tamara Gulde and seconded by Josh Smith, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

Mr. Clarke gave an overview of the event, stating that it will bring awareness of local needs to potential funders in the area. Councilor Wood is in support, and asked where the money would come from in the budget. Mr. Clarke said it would come from the General Fund, not a specific fund.

11. DISCUSSION ITEMS

a. Partnership Opportunities with Home Trust of Ouray County - Andrea Sokolowski

Andrea Sokolowski gave a background on the Home Trust's housing model and the progress made so far in land purchases and funding opportunities. Home Trust is looking for additional support from the City in various forms, including waiving tap or building permit fees, grants for land purchases or interest-free loans to the Home Trust. Mr. Clarke clarified that the tap fees cannot be waived because water and sewer are proprietary funds, but that the City would pay the fees out of the new housing fund funded by the Excise tax voted on in November 2021. Mayor Funk would like to see a partnership with the Town and County as well to unite county efforts in housing. Councilor Wood would like to see City property, such as the Dog Park, be repurposed into a housing lot, instead of pushing these projects to floodplains or rockfall areas. Councilor Lindsey, who was listening via Zoom, asked Ms. Sokolowski how buyers could qualify for a mortgage when the land is not part of the purchase. Ms. Sokolowski said there are banks and credit unions willing to work with the community land trusts, and buyers could be directed there. Marc Hitchcox suggested the City be the first to contribute, thus encouraging the Town and County to also participate.

b. Request from Ouray School District Regarding Bus Parking

Superintendent Tod Lokey presented the School District's dilemma with bus parking during the winter when the engines need to be kept warm to start properly. In order to not run long extension cords, creating a fire hazard, buses are parked nose to nose, which is against the 2020 Model Traffic Code. Chief Wood has no problems granting a temporary variance to the school during the winter months, but would like to see a sunset clause on the variance to encourage the school to create a long-term solution. City Attorney Viner said the City could draft an ordinance that exempts the school from the 2020 Model Traffic Code in a defined area.

c. Future Agenda Items

1. Creation of Fee for Removal of Snow and Ice from Sidewalks

Planning to do an informational campaign in the summer about snow removal on all sidewalks, and assign a fee for noncompliance, since there is no penalty currently. City Attorney Viner will be writing an ordinance to establish a master fee schedule, including snow removal, but Council will need to pass a resolution to enact a snow removal noncompliance fee before that master fee schedule is passed. Councilor Wood would like to see defined measurements of the depth of snow written in the code language. Councilor Gulde agreed, since often a bit of snow that is not shoveled can turn into ice, which is much worse. Mayor Pro Tem Smith agreed, but said that as a citizen, he would want the City to follow through more on snow removal on the streets if he was being asked to remove snow from his sidewalks. Council will put City snow removal on a future agenda to discuss further and look for ways to improve.

12. EXECUTIVE SESSION - Executive session pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) for a conference with the City attorney for the purpose of receiving legal advice on specific legal questions and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding the IGA between the City and County concerning Urban Growth Areas

Motion to move into executive session at 3:11 pm. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

Executive session concluded at 4:13 pm

13. ADJOURNMENT

Motion to adjourn at 4:14 pm. This motion, made by K. John Wood and seconded by Tamara Gulde, Carried.

Ethan Funk: Yea, Tamara Gulde: Yea, Josh Smith: Yea, K. John Wood: Yea

Ethan Funk, Mayor

ATTEST:

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 Tuesday, February 22, 2022. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this Tuesday, February 22, 2022.

Melissa M. Drake, City Clerk

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



970.325.7211
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www.cityofouray.com

City Administrator
Report for March 7, 2022 City Council
Feb. 21 – March 4, 2022:

Ouray County Special Use Permit Applications:

Tentative Hearings:
Ouray Joint Planning Commission Meeting (First Week of May)
BOCC (May 24)

Wastewater Treatment Facility (WWTF) Update:

The City, Moltz and JVA are meeting on March 22, 2022 to review the new project cost estimates from Moltz based on the 75% redesigned plans. Once we determine we have reduced the proposed costs of the project, a new timeline will be completed for 90% engineered plan creation and ultimate construction.

Good news, the City was approved for the State Revolving Fund (SRF) loan on March 4, 2022 by the State at a maximum amount of \$18.485M for the construction of the WWTP. We were told to submit on the high side of the cost estimate to ensure there is enough funding available for project completion. The last estimate of the project prior to redesign was \$20.5M and we are still hopeful to be below the \$18.485M that was applied for in the loan application.

Geothermal Wells (OX2 & OX6) Engineering Review:

We are meeting with the Engineering Firm ME&E out of Durango at the end of this week in Ouray on our geothermal wells and potential water/heat solutions at the Hot Springs Pool. Public Works, City Resources, Pool Maintenance staff and myself will all be present. Our goal is to have ME&E create and present options to the City Council to solve our geothermal water flow issues through a combination of well improvements to OX2 and OX6, along with either a heat exchanger or possible boiler or any other ideas they may have based on their expertise.

Box Canyon Geothermal Line Replacement:

I had a meeting with the Howells of 300 Oak Street concerning the geothermal line replacement project across their property. Per the original easement, a new tap will be installed for their private use of the water on the new line to fill a tub on the property at their discretion. There were no issues identified by the City or Howells for this work to be completed.

I am still working with the owners of 302 Oak Street on the new easement for the pipe realignment. I hope to have this completed very soon and on the next Council agenda.

I have received a quote for the work as a Change Order with Williams Construction, who completed the Bank Stabilization Project last fall within the canyon. The quote for the line replacement is \$142,493.95 and prior to seeing the quote I had SGM Engineering create a bid estimate to ensure the price was comparable.

The quote was within \$10,000 of the engineer's quote. This potential change order would allow us to conduct this work in Spring.

Water Treatment Facility Update:

The City should have the completed 60% package of the engineered drawings this Friday, March 11. A draft was sent to Joe and me last Friday to show the progress. This is about two weeks behind the original schedule, however, Element Engineering believes they can make up the time when creating the 90% plans. Once the 60% plans are received, Moltz will begin creating a cost estimate.

You will see in the Energy/Mineral Impact Assistance Fund Grant that is in your packet tonight with a Resolution, the total estimated project cost was \$10M. We still believe this is a high estimate and includes a few items that will not be necessary, such as painting the inside and outside of the current water tanks. Again, we are using a hopefully high estimate for all of the funding to ensure the project can move forward as necessary.

The 60% plans and the draft environmental assessment will be presented at the April 4, 2022 City Council meeting by Element Engineering.

Wayfinding Project:

The Wayfinding Project committee (Mayor Pro Tem Smith; Councilor Wood; Jenn Norvell, TAC; Bill Hall, OCRA; Cindy Crothers, TAC/Visitors Center Volunteer; Chief Wood, Ouray PD; and myself) met last week to conduct interviews of the top three candidates. The committee will be recommending the company Tangram Design from Denver to the City Council at the next meeting. Tangram provided a sample agreement on Friday of last week and Legal Council is currently reviewing the document. I have notified the other applicants that Tangram Design will be recommended to the Council.

Administrative Assistant Position:

I have hired Evan Cockrum of Ouray to begin on March 17, 2022 as the Administrative Assistant. We are all excited to have her as part of the team. She currently works as a part-time paraprofessional at Ouray School.

Branding Consultant:

I have received a list of five (5) potential consultants from the Colorado Tourism Office to help us with a branding exercise. Since the Wayfinding project will be kicking off very soon, we hope to also begin working on branding as soon as possible.

The list of consultants will be an item of discussion at TAC, scheduled for this Thursday at 4:00 pm. I sent out the following message last Friday, March 4th to the five consultants:

“The City of Ouray is interested in conducting a branding exercise to create/recreate our brand. Your company has been identified as a potential consultant for this project. We are not planning to go through an entire RFP process, however would you please let me know if you are interested in this project?”

Further, if you are interested, would you please send us a list of your qualifications, other branding projects your firm has completed, an introduction to your team and potential fees for this service by Monday, March 14 to baileya@cityofouray.com and clarkes@cityofouray.com?”

Upcoming Items:

- Bachelor Switch Water Users Agreement
- Ordinance creating a Master Fee Schedule (Fees Removed from Code & Within one Ordinance)
- Resolution Sidewalk Fee for Snow Removal by City
- Ordinance for Ouray School Buses to park nose-to-nose on 4th Street
- Fiber Internet Indefeasible Right of Use (IRU) with ClearNetworkx and Region 10
- GOCO Grant Approval for \$100,000 for Ice Park Water from Canyon Creek and Agreement with OIPI, Inc. (City Fiscal Agent; OIPI responsible for all other grant reporting)
- Finalizing the Water and Wastewater Capital Improvement Program with Wright Water Engineering
- Ordinance allowing restaurants to use sidewalks for dining (Currently standalone Ordinance through 2022 season; new Ordinance would place language within Municipal Code)

City of Ouray Police Department

February 2022

For the month of February 2022 OUPD ran approximately 359 calls for service. This is a decrease from January's 442 calls for service. By comparison we ran 184 calls for service from February 1 through 24 in 2021.

This month's calls included:

- **184 Patrol checks** (includes safety patrols, directed patrols and security checks)
- **61 Parking complaints**
- **11 Motorist assists**
- **4 Traffic stops**
- **8 VIN inspections**
- **5 Bar checks**
- **2 Noise complains**
- **1 Pedestrian Accident**

Recent Events:

We assisted the Ouray Ice Park with two events following the 2022 Ice Fest. At the completion of these I met with representatives of the Ouray Ice Park and we discussed what worked, as well as some minor issues that could still be improved upon. Overall the ice climbing season has gone very well. We did assist EMS with an injury at the Ice Park last weekend. A young woman in her twenties was injured when a cinder block sized chunk of ice fell on her head. She was wearing a helmet, which was damaged from the impact. The patient was flown by helicopter to Grand Junction due to the severity of her injuries.

Upcoming Events:

The Ouray Police Department is currently working with Public Works and the City Administrator to review city policies on parking restrictions as it relates to snow removal. We are having issues with vehicles being left on city right of ways for extended periods of time, with the owners often out of town.

**The Fire Chief will be in attendance
and will deliver his report verbally.**

Public Works February 2021 Update

It has been a very busy month for the Public Works Department. We have had a significant amount of snow in February. With the snow comes longer hours, equipment failures and increased stress levels for Public Works. I would like to thank Clark Williams, Danny Wilbur, Cliff Jaramillo, Tom Tyler, Tony Albright and Dave Ficco for their tireless efforts in snow plowing and removal operations. The crew had a daunting task keeping up with the snow; they performed all work safely and professionally. Great Job!

Water

- Water Usage Numbers for **January:**
 - Influent (Water from spring) – 22,139,104 Gallons
 - Effluent (Water to town) – 12,959,385 Gallons
 - Ice Park – 2,553,328 Gallons
 - Mineral Farms – 244,500 Gallons
- Continued to monitor chlorine residuals at the two entry points of the distribution system. The City has been in compliance and meeting all CDPHE requirements.
- As part of our new water sampling plan, the City must now test for DBP's (Disinfection By-Products) quarterly. The City was required to test for DBP's in the past but not as frequently. DBP's are formed when chlorine interacts with natural organic materials in water, such as in chlorinated drinking water and chlorine-treated swimming pools.
- Continued working with Element Engineering on the design of the new Water Treatment Facility. We will have 60% design plans by March 11th 2022.

Sewer

- Continued working with JVA and Moltz construction to get to 75% design. The goal is to have a 75% GMP (Guaranteed Maximum Price) by March 15th 2022.
- Continued to clean head works two to three times daily.
- Continued to skim lagoons of debris as needed.
- Started collecting samples twice a week for CDPHE to test for SARS-CoV-2 RNA in the municipal wastewater stream. This data is compared to other surveillance data to give a more complete picture of COVID-19 in Colorado communities.

Streets

- Grade roads and cut ice throughout town as needed.
- Snow removal from parking spaces on HWY 550 four times in the month of February.
- Snow plowing and snow removal operations

City Resources Department

March 7, 2022

Lee's Ski Hill

- Cabin Fever Day took place February 26, 2022 with a large group of people enjoying the races, campfire, and community connection. The City provided multiple employees to work with PARC for planning and carrying out the event. For much of the winter there was barely enough snow to cover the ski hill. Fortunately, a good storm brought more snow just in time for the event. A local volunteer provided equipment to pack the deep snow to make it better for racing and to prolong the season at the ski hill.

Hot Springs Pool

- Hot Springs Pool staff attended a regional aquatics trade show in Montrose March 1, 2022.
- Pool Maintenance personnel made a 'band-aid' type repair to the Minion Spring geothermal collection vault on the Box Canon geothermal line. Stacking sand bags around the exterior of the vault they have been able to reduce water flowing into the creek and increase flows at the Hot Springs Pool by 10 to 15 gallons per minute.
- Lap swimmers have been enjoying the warm lap lane temperatures this week. On many days the lanes are full immediately upon opening.
- Maintenance on the deck heat system at the Hot Springs Pool was successful. The system performed well during the recent storms in February. This improves safety and reduces labor needed during and after snow storms.
- The card reader on main entrance door at the Fitness Center has worked intermittently this winter. A door technician identified the problem as a software problem with the card reader. The card reader technician claims the problem is with the door hardware. Both technician's will be scheduled to be onsite at the same time to resolve the issue.
- Multiple grades from Ouray Elementary and Middle Schools have participated in water safety classes this semester at the Hot Springs Pool.
- Monday evening swim lessons have been popular at the Hot Springs Pool. One session recently concluded. The next session of lessons will begin near the end of April.

Ouray Community Center

- A leak in the roof of the Massard Room has been repaired. The leak was caused by snow and ice build-up.
- Cabinet doors in the San Juan Room have been painted and reinstalled.
- Touch up painting has been completed on the trim in the San Juan Room.
- Bids are being obtained to increase the water flow of the baseboard heaters in the Massard Room. The objective is to make the Massard Room warmer.
- The contractor that installed the Massard Room windows will return later this spring to finalize the installation to the City's standards.
- The weekly senior lunch program has resumed at the Community Center with good attendance and appreciation from the senior citizens of the community.

Visitor Center

- Cabinets have been removed and carpet replaced.
- Construction of a new office is beginning at the Visitor Center.
- Touch up painting has been completed downstairs.

Rotary Park

- The remaining work with tree removal at Rotary Park will occur this spring when the ground is clear of snow and mud.
- New audio speakers were obtained for the warming hut/ice rink.
- Until now, ice has been good at the skating rink this season. Warm temperatures at the time of this writing will end the ice skating season until next winter.

Other

- Recruitment for seasonal employees at the Hot Springs Pool, Box Canon Falls, and for Parks Maintenance has begun. If they are available, more than 50 employees will be hired over the next three months. The gardener from previous summers will not be returning in 2022.
- Removal of dead and dangerous trees within the Box Canon Falls Park has been taking place the past several weeks. Additional trees will be identified for removal when the snow is mostly melted, prior to opening of the Park at the beginning of May. This is the same tree crew that is working at Rotary Park.
- The large steel staircase near the waterfall at the Box Canon Falls has been reinforced with additional steelwork. The ironworker performing this work will return in the spring to install a handrail on the Trail to the Falls.
- Staff continues to set-up for events at the Community Center, service public restrooms throughout the City and perform trash removal on Main Street and in parks.

RatingsDirect®

Summary:

Ouray, Colorado; Sales Tax

Primary Credit Analyst:

Treasure D Walker, Centennial + 303-721-4531; treasure.walker@spglobal.com

Secondary Contact:

Michael Parker, Centennial + 1 (303) 721 4701; michael.parker@spglobal.com

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Stable Outlook

Credit Opinion

Related Research

Summary:

Ouray, Colorado; Sales Tax

Credit Profile

Ouray Credit Assessment

Long Term Rating

A+/Stable

Upgraded

Rating Action

S&P Global Ratings raised its long-term rating to 'A+' from 'A' on Ouray, Colo.'s series 2016 sales tax revenue bonds outstanding. The outlook is stable.

The rating action reflects our view of the city's improved coverage sustained by a stable tax base.

An irrevocable first lien on revenue received from a 3.5% sales tax, which is a portion of the total sales tax rate of 4.0%, secures the 2016 bonds. Proceeds from the 2016 bonds were used to finance improvements to the city's hot springs pool facility and pay for the cost of the bonds' issuance.

Credit overview

The rating on the sales tax revenue bonds reflects our expectation of continued strong coverage, given strong legal provisions, limited ability to withstand short-term pledged revenue fluctuations, and an absence of plans for additional parity debt. Despite the city's small geographic footprint (0.86 square miles), it has become a popular destination for motorcyclists, as it marks the beginning of the Million Dollar Highway, which draws several nonresidents to its taxing boundary and allows the city to capture additional revenue from the sale of local taxable goods and services. Although the tax base has not been subject to significant historical volatility, we understand that concentration among the city's sales tax remitters is elevated relative to that of peers. The rating also reflects our view of the city's general creditworthiness reflected by conservative budgeting, which generally supports positive budgetary performance leading to the maintenance of a very strong reserve and liquidity position. Ultimately, our view of the city's general creditworthiness does not limit the rating on the sales tax revenue bonds.

The rating further reflects our view of the city's:

- Weak-to-very-weak economic fundamentals based on population, although the taxing boundaries benefit from the city's function as popular tourist destination;
- Pledged revenue stream, with low volatility although we consider the tax base moderately concentrated given overall collections stemming from the top 10 sales tax remitters;
- Strong coverage, based on a 1.5x maximum annual debt service (MADS) additional bonds test, with 2020 collections providing 4.42x MADS coverage and no additional debt plans; and
- Obligor creditworthiness that does not constrain the pledged tax revenue structure.

Environmental, social and governance

We analyzed the city's environmental, social, and governance risks relative to its economy, management, financial measures, and debt and liability profile. In terms of environmental risk, the area has some recent history of flooding, though certain city and state flood area delineation and mitigation efforts somewhat offset this. Governance and social risks are in line with the sector.

Stable Outlook

Downside scenario

If coverage for the revenue bonds dilutes significantly, as a result of either further issuance of parity debt or reduced pledged revenue, such that coverage is no longer in line with that of similarly rated peers, we could lower the rating.

Upside scenario

We could raise the rating if the top sales tax generators diversified while coverage increased materially and were maintained at very strong levels commensurate with those of higher-rated peers.

Credit Opinion

Economic fundamentals: Weak to very weak

Located in the southwest portion of the state, approximately 300 miles of the Denver metroplex, Ouray serves an estimated population of 954 and is situated in a river valley at nearly 8,000 feet, surrounded by San Juan Mountains. While we characterize the economy as weak to very weak as a result of the relatively small population that makes up its taxing boundaries, we acknowledge its strategic location along the Million Dollar Highway, which serves as a regional draw capturing motorists transiting through its boundaries and thus increases the city's access to a larger share of consumer spending. The local economy centers mostly on tourism, with a focus on ice climbing, hiking, trail running and off-roading four-wheel drive expeditions into the mountains.

Management reports that the area economy has been resilient during the pandemic and has not suffered materially. We also understand that year-end 2021 sales tax collections were up 28%, which, in our view, signals that that growth trend in sales tax receipts of the past few years is likely to continue into 2022.

For more information on the COVID-19 pandemic's effect on U.S. public finance, see "Economic Outlook U.S. Q4 2021: The Rocket Is Leveling Off," published Sept. 23, 2021, on RatingsDirect.

Volatility: Low

We assess the volatility of revenue to determine the likelihood of the availability of revenue during different economic cycles. We have two levels of volatility assessment: macro and micro.

On a macro level, we consider sales and use tax revenue to have a low historical volatility assessment, based on total retail food and service sales data from the U.S. Census Bureau over the past two decades. Our macro volatility assessment begins with an assessment of the historical volatility of the economic activity being taxed, and includes an analysis of societal, demographic, political, and other factors that could affect these activities. Nationwide retail and

food service sales have historically fluctuated moderately throughout severe economic downturns and price fluctuations, as sales of nonessential goods are relatively cyclical. However, we expect overall collections will remain relatively stable nationwide, given the relative inelasticity of demand for certain taxable goods and services.

On a micro level, the city's pledged revenue increased by an annual average of 17% in fiscal years 2018 through 2021. In our view, pledged revenue fared very well during the COVID-19 recession, growing nearly 17% in fiscal 2020 and 28% in fiscal 2021 based on estimates. The city also fared well during the Great Recession, with pledged revenue declining by about 2.6%, but we expect that the most recent recession is a more accurate reflection of the stability in pledged revenue and a materially stronger tax base.

Of the various revenue categories that make up the pledged revenue, local sales taxes represent approximately 80% of 2021 collections. While specific information on the city's sales tax contributors is privileged, we do consider the tax base moderately concentrated with the top 10 sales generators historically accounting for about 30% to 40% of pledged revenue.

Coverage and liquidity: Strong

Our assessment of coverage is based on the city's additional bonds test, which requires what we consider strong 1.5x MADS coverage by pledged sales taxes.

Based on fiscal 2020 collections, pledged revenue of \$1.5 million provides MADS coverage on the lien of 4.42x, which is extraordinarily strong, in our view. Based on fiscal 2021 estimated collections, pledged revenue of \$1.9 million provided 5.64x MADS coverage. The fiscal 2022 budget projects a decline of pledged revenue of about 3%, but we expect revenue collections to outperform budget. We expect coverage will remain extraordinarily strong throughout the near-term horizon, given the history of pledged revenue collections outperforming budget and strong reliance on pledged revenue for operations.

Given strong coverage and a low volatility assessment based on our view of the dependability of sales tax revenue (the largest revenue stream), we made no downward adjustment to the strong coverage score that would indicate potential liquidity pressures.

Obligor linkage: Close

We believe the priority lien on pledged revenue provides some protection from operating risk because taxes are collected monthly by the city, which then deposits pledged revenue into a bond fund managed by the city, we consider the flow of pledged revenue within the city's direct control. Under our criteria, this narrows the linkage between the priority lien pledge and the obligor's creditworthiness, as we believe pledged revenue has some exposure to operating risk.

Rating linkage to general creditworthiness

We assess Ouray's general operations because we view overall creditworthiness as a key determinant of an obligor's ability to pay all its obligations, including bonds secured by a special tax.

Ouray's credit profile reflects a stable local economy that continues to experience strong economic growth translating to year-over-year increases in the city's primary revenue streams. The city is led by a conservative management team, with some formalized plans and policies that support the maintenance of its strong financial profile and very strong

reserve and liquidity position. We understand that tax collections have remained stable throughout the pandemic, as have key taxpayers and employers in the local economy, and management anticipates that primary revenue streams will continue to strengthen. Based on our analysis and per our criteria, the city's general creditworthiness does not constrain the rating on its pledged sales tax revenue bonds.

Related Research

- Credit Conditions: U.S. Regions' Economies Perk Up As The Pandemic's Impact Ebbs, April 16, 2021
- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 3.0: The Intersection Of ESG Credit Factors And U.S. Public Finance Credit Factors, March 2, 2022

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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2341 Bed and Breakfast Permit New **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 9703250566- 970-519-1019	
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

- 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.

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:

That it has no more than 20 sleeping rooms, and

That it provides at least 1 meal per day at no charge other than for overnight lodging, and

That it does not sell alcohol beverages by the drink or in sealed containers, and

That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours
From: 3:00 P m. To: 7:00 P m.	From: 3:00 P m. To: 7:00 P m.	From: 3:00 P m. To: 7:00 P m.	From: 3:00 P m. To: 7:00 P m.	From: 3:00 P m. To: 7:00 P m.	From: 3:00 P m. To: 7:00 P m.	From: 3:00 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 <i>[Signature]</i>	Title Executive member	Date 2/25/2022
---------------------------------	---------------------------	-------------------

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
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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



Bed and Breakfast Permit Application

2341 Bed and Breakfast Permit	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal	\$71.25
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1. Name of Applicant EYESGO LLC	Liquor License Number 03-06270		
2. Trade Name of Establishment (DBA) OURAY INN			
3. Address 120 WEST 6TH AVENUE	Phone Number 9703254445		
City Ouray	County Ouray	State CO	ZIP Code 81427
4. Mailing Address (Number and Street) PO BOX 847	City Ouray	State CO	ZIP Code 81427

- 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.

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:

_____ That it has no more than 20 sleeping rooms, and

_____ That it provides at least 1 meal per day at no charge other than for overnight lodging, and

_____ That it does not sell alcohol beverages by the drink or in sealed containers, and

_____ That it will not serve alcohol beverages for more than 4 hours in any one day, as follows:

Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours
From: 4:30 p.m.	From: 4:30 p.m.	From: 4:30 p.m.	From: 4:30 p.m.	From: 4:30 p.m.	From: 4:30 p.m.	From: 4:30 p.m.
To: 8:00 p.m.	To: 8:00 p.m.	To: 8:00 p.m.	To: 8:00 p.m.	To: 8:00 p.m.	To: 8:00 p.m.	To: 8:00 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 owner	Date 2/22/22
---------------	----------------	-----------------

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
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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
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Submit to Local Licensing Authority

**COLORADO BOY SOUTHWEST
 PO BOX 1326
 Ouray CO 81427**

Fees Due		
Renewal Fee		550.00
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$ 550.00

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name COLORADO BOY SOUTH, INC			Doing Business As Name (DBA) COLORADO BOY SOUTHWEST	
Liquor License # 03-11482	License Type Hotel & Restaurant	Sales Tax License # 416549370000	Expiration Date 04/15/2022	Due Date 03/01/2022
Business Address 515 MAIN STREET Ouray CO 81427			Phone Number 3034195730	
Mailing Address PO BOX 1326 Ouray CO 81427			Email daniel@coloradoboy.com	
Operating Manager DANIEL RICHARDS	Date of Birth [REDACTED]	Home Address [REDACTED]		Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 3/31/24				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - SAME AS LAST YEAR				

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

Fees Due		
Renewal Fee		351.25
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$351.25

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name JTP INCORPORATED			Doing Business As Name (DBA) OURAY RV PARK AND CABINS/OURAY CAFE	
Liquor License # 03-08742	License Type Beer & Wine (city)	Sales Tax License # 30569103	Expiration Date 02/13/2022	Due Date 12/30/2021
Business Address 1700 NORTH MAIN STREET Ouray CO 81427			Phone Number 9703254523	
Mailing Address PO BOX 1360 Ouray CO 81427			Email [REDACTED]	
Operating Manager <i>Amber</i> Jason Perkins	Date of Birth [REDACTED]	Home Address [REDACTED]	[REDACTED]	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="radio"/> Yes <input type="radio"/> No Are the premises owned or rented? <input checked="" type="radio"/> Owned <input type="radio"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes <input type="radio"/> No <input checked="" type="radio"/>				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes <input type="radio"/> No <input checked="" type="radio"/>				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes <input type="radio"/> No <input checked="" type="radio"/>				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes <input type="radio"/> No <input checked="" type="radio"/>				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes <input type="radio"/> No <input checked="" type="radio"/>				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input checked="" type="radio"/> Yes <input type="radio"/> No <i>Convenience Store at Ouray Riverside Inn</i>				

Amber
Jason Perkins
2-1-22



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

PART 1: PERSONAL DATA

Full Name: R. Glenn Boyd
Physical Address: 000000000 Ouray CO 81427
Mailing Address: PO Box NXX Ouray CO 81427
E-Mail Address: 00000000@msn.com
Home Telephone Number: 970.318.000
Business Telephone Number: 970.325.000
Present job title: Ouray County Emergency Manager
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or X own your home? If you own, do you have vacation rentals? NO

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[X] Planning Commission [] Community Economic & Development (CDEC) [] Beautification
[] Park & Recreation (PARC) [] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? Since August 3, 1993 (28.5 Years)
What do you think are the major issues affecting our City?
The major issues affecting the City of Ouray are: Infrastructure (Water Treatment Plant, Waste Water Treatment Plant, and Replacing waterlines while doing street maintenance, Broadband buildout, and water meters); Updating the City of Ouray Building Code; and addressing affordable housing in unique and creative ways. Unfortunately, the City of Ouray is facing many issues. However, these are the most dire issues that must be addressed immediately.
How do you envision your contribution to this committee?
The Planning Commission should be updating of the City of Ouray Building Code in the near future, I would bring a health and safety perspective to the discussion. As the County's Emergency Manager, I can give insight on natural disasters that we face and how and how they affect planning and zoning. In addition I would bring a vast amount of history of the decisions made over the last 8 years

Signature (handwritten)

12.13.2021
Date

R. Glenn Boyd
Print Name

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



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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



PART 1: PERSONAL DATA

Full Name: J GARY DUNN
Physical Address: [REDACTED]
Mailing Address: PO Box 000
E-Mail Address: [REDACTED]@com
Home Telephone Number: 970 318 0000
Business Telephone Number:
Present job title: RETIRED
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or own your home? If you own, do you have vacation rentals? NO

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:
[X] Planning Commission [] Community Economic & Development (CDEC) [] Beautification
[] Park & Recreation (PARC) [] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? 42 YEARS
What do you think are the major issues affecting our City?
ORDERLY GROWTH; AFFORDABLE HOUSING FOR THE WORKFORCE;
PRESERVING THE HISTORIC ASPECTS OF THE TOWN; PLANNING FOR
INCREASING TOURISM
How do you envision your contribution to this committee?
I HAVE SERVED FOR 4 1/2 YEARS, KNOW THE CITY CODE AND PROCEDURES, AND
AM PRESENTLY VICE-CHAIRMAN. MY BACKGROUND AS A 30 YEAR REAL
ESTATE BROKER HELPS IMMENSELY IN UNDERSTANDING PLANNING

Signature: [Handwritten Signature]
Print Name: J GARY DUNN

Date: 12-29-21

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



APPLICATION FOR PARTICIPATION ON A CITY COMMITTEE

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

An Equal Employment Opportunity Employer

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

Planning Commission

PART I: PERSONAL DATA

Full Name: Ryan Hein
Physical Address: XXXXXXXXX Ave
Mailing Address: P.O. Box XXXX
E-Mail Address: XXXXXXXXX@gmail.com
Home Telephone Number: 970-318-XXXX
Business Telephone Number: 970-325-XXXXXX
Present job title: Owner
Present employment is (check one) Full-time Part-time
May we contact you at work for committee related issues? Yes No
Do you rent or own your home? If you own, do you have vacation rentals? None

PART 2: BACKGROUND INFORMATION

Please check the name of the committee you are interested in:

- Planning Commission
- Community Economic & Development (CDEC)
- Beautification
- Park & Recreation (PARC)
- Tourism Advisory Committee (TAC)
- Other: _____

How long have you lived in the City of Ouray? 16 years

What do you think are the major issues affecting our City?
• Need to update Planning & Zoning

How do you envision your contribution to this committee?
• I have many years in the Building & Revolving of Land & Buildings

[Signature]
Signature

1/20/22
Date

Ryan Hein
Print Name

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

RESOLUTION NO. 5 (SERIES 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO EXTENDING A COST-SHARING SIDEWALK REPLACEMENT PROGRAM FOR PROPERTY OWNERS ON MAIN STREET (HWY 550) BETWEEN THIRD AVENUE AND TENTH AVENUE THROUGH DECEMBER 31, 2022.

WHEREAS, the City Council desire to improve the sidewalks throughout the City of Ouray;

WHEREAS, the Ouray Municipal Code requires abutting property owners be responsible for repairs, maintenance, and upkeep of their sidewalks under OMC, Section 13-6, along with a permit under OMC, Section 13-3-F;

WHEREAS, failure to maintain or construct a sidewalk is declared a nuisance which may be abated by the City and such abatement charges would be collected on the property owner's real estate taxes;

WHEREAS, rather than attempt to force property owners to replace sidewalks abutting their property, City Council wants to partner with property owners to share the costs of sidewalk replacement on a voluntary basis;

WHEREAS, on April 5, 2021, City Council voted unanimously to approve the program for the year of 2021;

WHEREAS, four property owners applied for the sidewalk replacement program in 2021 and received 25% reimbursement of invoiced costs from the City;

WHEREAS, City Council allocated Twenty-Thousand dollars (\$20,000.00) from the Tourism Fund which is funded by the Lodging Occupation Tax to extend the cost-sharing program in 2022 to reimburse property owners up to 25% of the reasonable costs to remove, dispose of, and replace sidewalk sections abutting real property on Main Street from 3rd Avenue through 10th Avenue;

WHEREAS, the allocation of City funds to repair sidewalks will be determined on a case-by-case basis with priority placed on damaged sidewalk panels from April 5 until May 28, 2022 and again from September 7 through October 31, 2022 or at the discretion of City Staff;

WHEREAS, if this cost-sharing program is successful, the City Council may extend the program beyond Main Street; and

WHEREAS, if the program is unsuccessful, the City may move forward with requiring damaged sidewalk panels be repaired or replaced with the property owner bearing all the cost.

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

1. City Council ratifies its decision on December 6, 2021 to allocate \$20,000.00 from the City's 2022 Fiscal Year Tourism Funds and adopts the Sidewalk Replacement Policy as set forth in Exhibit A attached hereto.
2. City Council approves the attached 2022 Sidewalk Replacement Permit to be used when issuing a permit under the cost-sharing program.
3. For those property owners who take advantage of this Cost-Sharing Sidewalk Replacement Program, any required bond is waived, and the permit fee will be \$0.00.

ADOPTED this _____ day of March 2022, by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

Sidewalk Replacement Policy

Goals:

The goal of the sidewalk policy is to provide City of Ouray property owner's definitions of conditions of disrepair, as well as criteria for replacement/repair of sidewalks and the process involved. The intended result is:

- Increased safety of pedestrians (and reduced liability exposure of property owners).
- Compliance with City of Ouray building standards.
- A mechanism to trigger property owners to respond to complaints about their sidewalks.

Policy:

Conditions requiring replacement/repair: The following conditions are considered a violation of sidewalk policy and will trigger a letter from the City of Ouray.

- A height difference between sidewalk squares/panels of greater than ½ inch is considered a trip hazard. The measurement is taken at the greatest difference of the two panels if they are not level with each other.
- Cracks, holes or separations between panels that are long enough to catch up a pedestrian's shoe and greater than ½ inch with a depth of ½ inch or more are considered a trip hazard.
- Sidewalks more than 4 inches higher than grade are considered a fall hazard.
- Sidewalk areas sunken enough to hold water turn into a slip hazard when frozen.
- Cement driveway approaches, being in the City right-of-way, follow the same criteria as sidewalks.

Replacement/Repair:

Sidewalk replacement or repairs can be done either by the homeowner or a hired contractor. Once started, the repair process must be completed in a timely manner – blocking off a sidewalk area for weeks at a time is unacceptable.

- Ramping or skin patching of low areas with cement is **not** an acceptable repair.
- Grinding is not encouraged, the City's goal is to reduce trip hazards. Grinding of trip hazards of 1 inch or less is an acceptable repair if sufficient cement remains to support traffic without cracking.
- Replacement of cement is done in full sidewalk panels. All new sidewalk construction must follow the City of Ouray Construction Standards.

Public Works Department

320 6th Avenue | P.O. Box 468 Ouray, CO 81427
jcoleman@cityofouray.com | 970-325-7074



2022 SIDEWALK REPLACEMENT PERMIT

25% REIMBURSEMENT PROGRAM FOR PROPERTY OWNERS ON MAIN STREET/HIGHWAY 550
BETWEEN 3RD AVENUE & 10TH AVENUE

Please submit the completed Application to the City of Ouray.

PERMITTEE INFORMATION

Applicant Name: _____
Mailing Address: _____ City/State/ZIP: _____
Phone: _____ Email: _____

SIDEWALK REPLACEMENT INFORMATION

Sidewalk location: _____
Approx. length of sidewalk replacement/repair abutting Main Street: _____ ft.
Brief Description of sidewalk issue(s): _____

APPLICATION CHECKLIST

Permittee must supply the following documentation with the Application: (✓ once completed)	
<input type="checkbox"/>	Comprehensive proposal of repairs and bid for the cost of work approvable by the City and its standards.
<input type="checkbox"/>	Timeframe of replacement/repair work.
<input type="checkbox"/>	Certificate of Liability Insurance for subject property.

PERMIT TERMS & CONDITIONS

The City will provide a reimbursement of 25% of the provided and approved bid to the property owner within 30 days of project completion and successful inspection.

Permittee shall be subject to the terms and conditions of §13-3 of the Ouray Municipal Code (OMC), including:

- 1) The work associated with the sidewalk repairs may not begin until a Permit has been issued by the City.
- 2) Permits are transferable upon the conveyance of the property and run with the land unless revoked by the City.
- 3) Any Permit may be revoked by the City after notice to the Permittee per Section 13-3-F of the Code.
- 4) Permittee agrees to hold the City harmless on account of any damages suffered to the persons or property of the Permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon City owned property. The Permittee agrees to defend and indemnify the City from any damages claimed or adjudged against the City arising out of Permittee's operations or installation and maintenance of Permittee's sidewalk installed or maintained abutting property by Permittee.
- 5) Permittee agrees to properly maintain Permittee's sidewalks that abut Permittee's real property in good and safe condition to create no safety hazards or unreasonable obstruction to pedestrian traffic. Permittee shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, installation, operation, or maintenance of Permittee's sidewalk abutting the real property, pursuant to this Permit.

6) In the event it is necessary to relocate any utility, facility or improvement of the Permittee installed within City property, pursuant to this Permit, on account of the change of any street grade, relocation, realignment or expansion of any street or other improvements to City property, or installation, replacement, maintenance or operation of any City property, utility or facility, the Permittee shall be responsible to relocate such facilities to a location approved by the City at the Permittee's sole expense.

7) The individual signing on behalf of the Permittee is hereby designated as an agent for service of process on behalf of Permittee.

8) In the event the City incurs any costs, including reasonable attorney's fees, enforcing any provision of this Permit, the City may recover such costs from the Permittee by obtaining a judgment in municipal court and certifying the same to the County Treasurer for collection on the yearly tax bill.

9) All obligations, terms and conditions of this Permit upon the Permittee shall be the obligations of the Permittee.

10) The Permittee represents that he or she has read and understands the foregoing terms and conditions of this Permit, that they read and understands the City requirements pertaining to this Permit, and that the undersigned has authority to sign for and bind the Permittee.

11) Any breach of the conditions set forth in this Permit, or of City standards, specification or requirements pertaining to this Permit may cause the revocation of the Permit.

12) By his or her signature below, the Permittee agrees to comply with all terms and conditions of this Permit.

13) This Permit may be revoked by the City Staff for any reason as deemed appropriate in the City's sole discretion. Upon revocation, all work shall cease and the surface restored at Permittee's expense, after consultation with the City.

14) The following additional conditions shall apply: _____

SIGNATURE	
Permittee Signature:	Date:
Printed Name:	

TO BE COMPLETED BY CITY STAFF	
Sidewalk Replacement Permit Application Complete? ()YES ()NO <i>Comments or reason for incomplete application:</i>	
Bid for sidewalk repair replacement: \$	25% of bid (Reimbursement): \$
APPROVED BY CITY OF OURAY	
Public Works Director:	Date:
City Administrator:	Date:
Final Invoice Paid by Permittee: \$ <i>Fill out after repair is complete/Invoice copy received</i>	25% of Invoice: \$ <i>Fill out after repair is complete/Invoice copy received</i>
Inspection of sidewalk after replacement/repairs complete and satisfactory? ()YES ()NO	
Inspector Name:	Date:

RESOLUTION NO. 06, (SERIES 2022)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO RATIFYING THE SUBMISSION OF AN ENERGY AND MINERAL IMPACT (EIAF TIER II) GRANT APPLICATION FOR \$750,000 FOR THE WATER TREATMENT PLANT PROJECT

WHEREAS, the Colorado Department of Local Affairs (DOLA) has available grant monies through the Energy and Minerals Impact Grant (EIAF Tier II);

WHEREAS, City Council approved a Professional Services Agreement with Swiftwater Solutions, LLC for grant-writing services for the EIAF grant application on January 18, 2022;

WHEREAS, the City Administrator submitted the EIAF grant application requesting \$750,000 for the Water Treatment Plant Project on March 1, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO that the EIAF Grant Application is hereby ratified.

ADOPTED this 7th day of March, 2022, by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk



FY 2022 Cycle 22-06 EIAF Tier I/Tier II Grant Application

Local Government/Organization:

Submitted

SCLARKE@CITYOFOURAY.COM

2022-03-03T09:28:07

ACUE

Suspending for applicant to fix duplicate contacts and emails.

Ouray, City of

2022-03-03T12:57:32

Reviewed On:

Reviewed By:

Reviewer Notes:

Application Overview

You are **required** to work with your Regional Field Manager prior to completing your application.

The Department of Local Affairs' (DOLA) Energy and Mineral Impact Assistance Fund (EIAF) program was created to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. Funds come from the state severance tax on energy and mineral production and from a portion of the state's share of royalties paid to the federal government for mining and drilling of minerals and mineral fuels on federally-owned land. The creation of the fund is outlined in C.R.S. 34-63-102 (Federal Mineral Lease) and C.R.S. 39-29-110 (Severance). Grant dollars are to be awarded for the planning, design, construction, and maintenance of public facilities and for the provision of services by political subdivisions.

Requests in this Cycle 22-06 may be for either **Tier I**: up to \$200,000 or **Tier II**: over \$200,000 and up to \$750,000 with a 1:1 match requirement for any application. Tier I award notifications are anticipated early May. Tier II applicant presentations are scheduled for early June 2022 with funding decisions anticipated later that same month. For more information and additional documentation on the EIAF program, please go to the program website at: <https://cdola.colorado.gov/energymineral-impact-assistance-fund-grant-eiaf>

PLEASE NOTE: The Principal Representative and Responsible Administrator in Section A MUST be a different person and MUST have different email addresses in order for the application to be accepted.

A. APPLICANT/CONTACT INFORMATION

1. Local Government/Organization: [Ouray, City of](#)

In the case of a multi-jurisdictional application, select the other participating eligible organizations:

2. Principal Representative:

(In the case of a multi-jurisdictional application, principal representative of the lead organization.)

Honorific:

First Name: [Silas](#)

Middle Name:

Last Name: [Clarke](#)

Suffix:

Role: [Responsible Administrator](#)

Mailing Address: [P.O. Box 468](#)

Address 2: [320 6th Ave.](#)

City: [Ouray](#)

State: [CO](#)

Zip Code: [81427](#)

Phone #: 970-325-7060? x00000
Email Address: sclarke@cityofouray.com

3. Responsible Administrator (will receive all mailings) for the Application:**Honorific:**

First Name: Melissa

Middle Name:

Last Name: Drake

Suffix:

Role: Fiscal Agent

Mailing Address: P.O. Box 468

Address 2: 320 6th Ave.

City: Ouray

State: CO

Zip Code: 81427

Phone #: 970-325-7066? x00000

Email Address: drakem@cityofouray.com

B. CHIEF ELECTED OFFICIAL INFORMATION

Please provide contact information for the chief elected official.

a. Name

In the case of a multi-jurisdictional application, chief elected official of the "lead" political subdivision.

Ethan Funk

b. Title

Mayor

c. Street Address

320 6th Ave.

d. City

Ouray

e. State

Please use the two-letter abbreviation

CO

f. Zip

81,427

g. Phone

Use xxx-xxx-xxxx format

970-325-7060

h. Email Address

funke@cityofouray.com

C. PROJECT DESCRIPTION

a. Project Title

Begin the project name with your community name. Example: "*Monte Vista Project Name*", "*Lincoln County Project Name*".

City of Ouray Water Treatment Plant Improvements

b. Total amount requested

* The amount requested should equal "Grant Request Total" line in the project budget attached in Section N.

750,000

c. Matching Funds

9,250,000

d. For public potable water and public wastewater projects only

Are you willing to discuss any portion of your match being a DOLA loan (5% interest & 20-year term)?

No

e. Describe the problem, opportunity or challenge that resulted in the request

(2,500 character limit)

On March 2, 2021, the City of Ouray was issued a Final Evaluation of Surface Water Influence on Sources letter by CDPHE that stated that the city's raw water source, Spring No. 1 Weehawken, will be classified as groundwater under the direct influence of surface water (GWUDI). As documented in the letter, systems with sources classified as GWUDI are required to comply with Surface Water Treatment Rules (SWTR).

f. Description of the project scope of work

Description of the various tasks involved in the project including specific data such as quantities, mileage, square feet, linear ft. etc., as well as specific project location within the city and/or county, etc. Please be specific to the project. (2,500 character limit)

The proposed project will bring the city into compliance with state regulations for surface water treatment. The project includes the following components: 1. New Water Treatment Plant including three (3) 700 gallon per minute ultra-filtration treatment skids, with liquid sodium hypochlorite disinfection. 2. 1-million gallon finished water storage tank. 3. Permitting of new surface water source - Weehawken Creek.

g. Local priority

If more than one application from the same government (1 of 2, 2 of 2, etc.)

1

h. Have you contacted your DOLA Regional Manager to discuss this project?

You are **required** to contact your DOLA Regional Manager prior to submitting your application. Please indicate the date and method of your contact with your Regional Manager.

Yes

h.1 Date

You are **required** to complete this field.

01/14/2022

h. 2 Method of contact

You are **required** to complete this section.

Phone

i. Supporting documents

Upload any supporting documents (studies, preliminary reports, letters of support, etc.) as a single PDF document.

Download

Ouray - Pipe Size Schedule.pdf

D. DEMONSTRATION OF NEED

The statutory purpose of the Energy and Mineral Impact Assistance program is to provide financial assistance to “political subdivisions socially or economically impacted by the development, processing or energy conversion of minerals and mineral fuels.”

a. Demonstration of need

Why is the project needed at this time? (2,500 character limit)

Due to the City’s source well being classified as GWUDI, the City must now comply with the more strict treatment requirements outlined in the SWTR. The primary need for this project is a change in classification of the City’s source water by CDPHE.

b. Does this project address the stated need?

Does this project, as identified in this application, **completely** address the stated need? If not, please describe additional work or phases and the estimated timeframe. Do you anticipate requesting Energy and Mineral Impact Assistance funds for future phases? (2,500 character limit)

The project as outlined will address the needs of the City’s water system to include a new water treatment facility, water storage and disinfection, and permitting of the newly classified GWUDI water source. All of which are critical to the City’s water system and compliance with CDPHE regulations. Further benefits of this project are the copper reduction in the drinking water, which is expected to yield reductions at the WWTP and assist with CDPHE permit limit compliance.

c. Duplication of services

Does the project duplicate service capacity that exists at this time? Does it expand, enhance or leverage work being done on other existing efforts? Is the service inadequate and has consolidation of services with another provider been considered? (2,000 character limit)

The City of Ouray is situated in a rural mountainous setting with few local resources being available. Therefore, consolidation is not an option for the City with regard to this project. The project does address the compliance needs at both the WTP and the WWTP. By moving forward with this project, the technology being installed at the WTP will help remove copper in the drinking water, although not required for drinking water, it will help the WWTP meet permit limits for copper discharge limits.

d. What are the consequences if the project is not awarded funds?

(2,000 character limit)

Estimates for the cost of the project are already exceeding original estimated costs. New provisions of the State Revolving Fund, the Build America Buy America requirements are also anticipated to impact the cost of the City’s project. Rate increases will be necessary if the project is not subsidized with additional grant funding. It is the City’s goal to apply and secure as much grant funding as possible to relieve the burden of escalated rates on its rate payers. This grant will impact the City’s utility rates directly by allowing the City to only take a \$9M loan, instead of the estimated \$10M. This is a difference of approximately \$37,000 for the annual 30-year loan payment, which is a deduction of \$2.22 per month, per equivalency rate (EQR) for 30-years, that would be necessary for the loan payment from the enterprise fund. This has an impact of over \$799.00, per EQR, for the life of the loan and greatly impacts our affordable housing efforts and the City’s already above average utility rates.

E. MEASURABLE OUTCOMES



a. Describe the expected measurable outcomes

How will the project enhance the livability* of your region, county, city, town or community? Examples would include constructing a new water plant to eliminate an unsafe drinking water system and provide safe and reliable drinking water; the construction of a new community center that would provide expanded community services, or projects achieving goals regarding energy conservation, community heritage, economic development/diversification, traffic congestion, etc.

***(Livability means increasing the value and/or benefit in the areas that are commonly linked in community development such as jobs, housing, transportation, education, emergency mitigation, health and environment.)**

(2,500 character limit)

This project will greatly benefit the livability of the City of Ouray through the construction of the Water Treatment Plant. This plant will ensure the safety of our drinking water into the future by meeting the CDPHE standards for our source water being reclassified as ground water under the direct influence of surface water.

b. Energy efficiency

Will this project implement an energy efficiency/strategy that could result in a reduction of the community carbon footprint, increased conservation of energy, or does it capitalize on renewable energy technology? If yes, please describe. (2,500 character limit)

No, the mandate for the construction of the water treatment facility increases our carbon footprint since a plant does not currently exist.

F. POPULATION & LOCAL EFFORT

a. Current population

Current/most recent conservation trust fund/lottery distribution estimate, State Demographer estimate, or a projection based on the communities' percentage of overall county population is acceptable.

899

a.1 Current population estimate source

https://gis.dola.colorado.gov/CensusAPI_Map_2019/?

[lat=37.89544674639969&lng=-107.82943725585938&z=9&s=160&v=pop&sn=jenks&cs=mh7&cl=7](https://gis.dola.colorado.gov/CensusAPI_Map_2019/?lat=37.89544674639969&lng=-107.82943725585938&z=9&s=160&v=pop&sn=jenks&cs=mh7&cl=7)

b. Five year population projection

922

b.1 Population projection source

[Project Needs Assessment - Attachment 17](#)

c. Relationship to community goals

Is the project identified in the applicant's budget or a jurisdictionally approved plan (e.g. capital improvement plan, equipment replacement plan, comprehensive plan, utility plan, road maintenance and improvement plan or other local or regional strategic management or planning document)? Does the project consider, expand, and leverage existing activities to reduce potential redundancy or conflicts; maximize efforts; and best utilize resources to align with existing community goals? (2,500 character limit)

The city is currently developing a capital improvement plan with the support of Wright Water Engineering. Although the plan is not complete (~90%) the project is outlined in the plan as a current necessity. As mentioned throughout this grant application, by implementing the proposed improvements at the WTP, there are literally downstream effects at the WWTP with the expected copper reduction in drinking water. The City also has a newly adopted Community Plan (Comprehensive Plan) that outlines the goals and growth of Ouray. The City will not be able to serve the current residents, let alone any potential growth, without the construction of a new Water Treatment Plant.

d. Why can't this project be funded locally?

(2,500 character limit)

The current opinion of probable cost exceeds \$10M. With grant funding, the city is exploring additional rate increases to cover the debt service. In anticipation of the City's drinking water infrastructure needs, the City raised water rates by \$7.50 in 2021 and \$6.00 in 2022. The new estimated water treatment plant loan of \$9M (\$10M minus City savings and this \$750,000 grant) requires rates to be increased by an additional \$12.40 per month, per EQR, in 2023 for a total drinking water rate of \$69.75 per month, per EQR. This new proposed rate is above the state average.

e. Has this project been deferred because of lack of local funding? If so, how long?

(2,500 character limit)

No, the City is being responsible for the GWUDI designation from March of 2021, and planning took place immediately upon receipt of the designation letter from CDPHE. The city entered a contract service agreement with Element Engineering on May 3, 2021, only 2 months after the GWUDI letter was received.

f. Explain the origin and status of your local cash match

(Note: Whenever possible, local government cash match is on a dollar for dollar match to the award amount.)

Are the local matching funds committed or pending? If pending, when will the status of those funds shift from pending to committed? If funding is awarded and in-kind contributions are included in the project budget, detailed tracking of in-kind will be required. (2,500 character limit)

The city has allocated and committed \$267k from the water fund reserves for this project. The additional approximately \$9M will come from an SRF loan that will be applied for in the coming months.

g. Community partners

What other community entities, organizations, or stakeholders recognize the value of this project and are collaborating with you to achieve increased livability of the community? Please describe how you and your partners are addressing problems across multiple sectors (community, economic, housing, natural resources, etc.) through this project. (2,500 character limit)

The City continues to partner with a multitude of organizations to increase the livability of our community. Tourism is the largest industry and is not possible without ensuring our drinking water is safe for all to use and drink. Our largest partner on this project is CDPHE, since the reclassification of our water was mandated.

h. Tax rate, usage charges, or fees

Have the applicant's tax rates, user charges or fees been reviewed recently to address funding for the proposed project?

Yes

h.1 Tax rate or usage charge modifications

If the tax rate, user charges or fees were modified, what was the modification and when did this change occur? (2,000 character limit)

Only an evaluation of rates has taken place to date. No user fee increases have been established beyond the data provided above, since they will be finalized upon 90% engineered plans. However, rates will continue being increased to accommodate the State Revolving Fund loan covenant of 110% coverage once a Guaranteed Max Price (GMP) is received from the CMAR contractor and a total loan figure is determined. Rate increases have taken place over the last three years so the increase is not as drastic all at once.

i. Has applicant contacted energy/mineral companies to discuss the project?

(1,000 character limit)

The City of Ouray supplies drinking water to the offices and warehouse of the Ouray Silver Mines (OSM). The OSM management staff is well aware of the drinking water requirements of the City and future requirements. The City is working with OSM currently on another water source project for a permanent solution for the Ouray Ice Park, which allows the park to be removed from the drinking water source for their ice making needs.

G. READINESS



a. When will the project begin (months)

Select one

3-6 months

b. What is the timeframe for completion?

Select one

>12 months

c. Is design or engineering work a component of this project?

No

c.1 What additional design or engineering work remains?

What percentage of design work is complete? If this is a design-build project, please describe project status below. (2,500 character limit)

60% Design is very close to completion and 100% is anticipated by early April. The project will be delivered using an alternative construction delivery method: Construction Manager at Risk (CMAR). A CMAR contractor is already on-board for the project and is providing necessary input to get to final plans and specs.

c.2 How were project cost estimates determined?

(2,500 character limit)

Cost estimates for the grant were developed using Class-5 estimating techniques. A more comprehensive estimate is anticipated at 90% design with the delivery of a GMP from the CMAR contractor.

c.3 Is the project supported by bids, professional estimates or other credible information?

Yes

c.3.i Bids/estimates

Please attach a copy of any supporting documents. (PDF Document)

Download

c.4 Are any Local, State or Federal permits required before the project can proceed?

If yes, please describe and note the status of permit acquisition. (2,500 character limit)

Ouray County will require a Special Use Permit due to the project being outside city limits. Additionally, a building permit will be required, however, the city intends to complete this process internally.

d. State historic registry designation

Is the project on a State registered historic building, structure, site, or in a State Historic District?

No

d.1 State historic registry number

If the project is on the state registry, please provide the registry number. DOLA may need to seek a determination of effect from History Colorado and the State Office of Archaeology and Historic Preservation.

d.2 Attach supporting documents (if applicable)

If on State Historic Registry, upload any documents related to its listing on the Registry. (PDF Document)

Download

H. ENERGY & MINERAL RELATIONSHIP



a. Community energy or mineral impact

Describe how the applicant is, has been, or will be impacted by the development, production, or conversion of energy and mineral resources. (2,500 character limit)

The city of Ouray has a long-standing relationship with energy and mineral resource explorers. Dating back to the mid-1800s the city has been a hub for gold and silver mining. The city hosts several mining operations to include Ouray Silver Mines and Idarado Mining companies. Ouray Silver Mine warehouses and offices are located within city limits and supplied by the city's water distribution system. There are additional supporting services within city limits to include Monadnock Mineral Services that provide survey work for mineral exploration. Mineral exploration is an interest to many tourists and locals to the extent the local museums having a mining focus.

b. Use data

Cite actual use data that documents direct impact as it relates to the need for the project. For example: "heavy truck traffic directly related to energy development activities is impacting County Road X. A traffic count done in May 2021 showed energy-related truck traffic increased from 100 trips per day to 300", or "there are X number of oil and gas wells, storage facilities, transfer stations, miles of pipeline in the municipal or county boundaries." (2,500 character limit)

Data is unavailable for the actual impact due to mineral exploration; however, it is assumed due to the local mining operations and hobbyists alike that there is a true mineral impact to the community. Mining efforts may also impact erosion controls that have an impact on the local water shed that will now be classified as GWUDI resulting in additional impacts that the city now has to address that were not always a concern before.

I. MANAGEMENT CAPACITY



a. Fund management

How will you separate and track expenditures, maintain funds and reserves for the capital expenditures and improvements as described in this project? (2,500 character limit)

The pay application process will be reviewed each month and it is expected that our design engineer, also providing construction administration services will supply a formal suggestion for approval based on milestones met during the invoiced period. Depending on when funds are awarded local funds and/or SRF funds may be spent first. The city will use a funding template supplied by our consultant to keep track of each funding source to ensure no duplication of payment is attempted.

b. Project management

Describe the technical and professional experience/expertise of the person(s) and/or professional firms responsible to manage this project, including knowledge and application of best design and management practices. (2,000 character limit)

Our design engineer Element Engineering will act as the primary project manager for this project in conjunction with our CMAR Contractor. When necessary the city will make any necessary decisions to ensure the project can move forward without sequencing disruption or unnecessary delays to the contractor and their schedule.

c. Project life cycle

Describe the funding plan in place to address any new operating and maintenance expenses generated from the project. (2,500 character limit)

The estimated O&M with the operation of a new plant is estimated to be around \$90,000 annually. This City has included this estimate within the draft Capital Improvement Plan and utility rates will be set accordingly to ensure adequate coverage.

J. RESILIENCY CRITERIA



The Energy and Mineral Impact Assistance Program is required to integrate resilience criteria into the program. By bringing resiliency considerations into project planning and implementation, projects should be better poised to benefit a number of sectors (economy, health, infrastructure, etc.), minimize long-term risks, and anticipate or be better prepared to respond to changing conditions faced by Colorado communities.

The 2020 Colorado Resiliency Framework provides nine Resiliency Prioritization Criteria that can serve as a guide when planning a project to enhance its long-term resilience. More information on the Resiliency Prioritization Criteria can be found at www.coresiliency.com. Below, please select Yes/No/NA for all of the criteria that can be considered to apply to your project and describe how the project will increase the community's long-term resilience and ability to anticipate, withstand, and/or rebound from a natural or manmade hazard event. Some of the nine criteria are incorporated into other questions in this application and if any of the below criteria have been addressed in another part of the application, you may reference that section in responses below. Your project may not meet all of the criteria below and if you feel that a criterion does not apply to your project, please select N/A.

a. Adaptive capacity

Yes

a.1 Adaptive capacity

Briefly describe how this project includes flexible and adaptable measures that consider future unknowns of changing climate, economic, or social conditions.

(1,000 character limit)

The purpose of this project is to add resiliency to the system and improve water quality at both the WTP and the effluent discharging from the WWTP. Additionally, having an upgraded WTP will allow treatment to operate at maximum efficiency.

b. Co-benefits

Yes

b.1 Co-benefits

Briefly describe how this project will provide solutions that address problems across multiple sectors (community, economic, housing, natural resources, etc.) to the most benefit.

(1,000 character limit)

This project serves to benefit the community and local economics by improving the water quality and having a fiscal impact

on wastewater treatment to help meet discharge permit requirements. Not often does improving one system have a downstream impact on the other, but in this case it does.

c. High risk and vulnerability

Yes

c.1 High risk and vulnerability

Briefly describe how this project addresses the reduction of risk to human well-being, physical infrastructure, and natural systems.

(1,000 character limit)

Components of the current WTP are not adequate to meet the drinking water standards. By implementing the improvements at the WTP human safety measures and updated codes will be used to renovate and rehabilitate the WTP to reduce any vulnerabilities that may currently exist.

d. Long-term and lasting impact

Yes

d.1 Long-term and lasting impact

Briefly describe how this project creates long-term gain for the community with solution(s) that are replicable and sustainable for both present and future generations.

(1,000 character limit)

The community will benefit from this project for a minimum of 30 years, but likely more. The renovation to the WTP will increase efficiency of treatment works and allow for optimal operating conditions of existing infrastructure minimizing replacement and maintenance costs while increasing adaptability and decreasing economic strain. The additional benefits in water quality will minimize economic impacts of further improvements at the WWTP.

e. Social equity

Yes

e.1 Social equity

Briefly describe how this project provides solutions that are inclusive of populations that may be under stress (elderly, under-employed, minority, etc.) and which are often more fragile and vulnerable to sudden shocks and impacts.

(1,000 character limit)

Water is an essential service to the community. As a byproduct of water use, wastewater is generated. Minimizing the necessary improvements at the WWTP to operate in compliance helps reduce expenses for the city. Further reducing environmental impacts of the surrounding area by reducing copper discharged into the WWTP's discharge location. Obtaining a grant to offset the cost burden of the project is an additional impact to social equity. Rate increases to families on fixed incomes is not sustainable for the community and its residents.

K. HIGH PERFORMANCE CERTIFICATION PROGRAM (HPCP) COMPLIANCE

Colorado Revised Statutes (C.R.S. 24-30-1305.5) requires all new facilities, additions, and renovation projects that meet the following criteria to conform with the High Performance Certification Program (HPCP) policy adopted by the Office of the State Architect (OSA) if:

- The project receives 25% or more of state funds; **and**
- The new facility, addition, or renovation project contains 5,000 or more building gross square feet; **and**
- The building includes or will include an HVAC system; **and**
- In the case of a renovation project, the cost of the renovation exceeds 25% of the current value of the property.

The HPCP requires projects that meet the criteria above to achieve third party verification with the target goal of LEED Gold or Green Globes-Three Globes. Projects are strongly encouraged to meet the Office of the State Architect's (OSA) Sustainable Priorities in addition to the LEED prerequisites. Projects funded through DOLA that meet the above applicability criteria are required to complete the DOLA registration and tracking process. See DOLA's HPCP web page at <https://cdola.colorado.gov/community-development-planning/high-performance-certification-program> for more information or contact your DOLA Regional Manager.

In instances where achievement of LEED Gold or Green Globe-Three Globes certification is not achievable, an applicant may request a modification of the HPCP policy or a waiver if certain conditions exist. DOLA staff will work with applicants to identify workable solutions to meet the program's intent to maximize building energy efficiencies.

Note: If this application is for design services for a planned building project that meets the HPCP applicability criteria and the applicant intends to seek state funding for 25% or more of the total project cost, then the design should maximize high performance building certification standards (by completing the HPCP checklist) and build in anticipated project costs, as appropriate.

a. HPCP applicability

Is the applicant seeking state funding from all state sources for 25% or more of the total project cost (including all project phases, if applicable)?

If no, the project does not meet the HPCP requirements and a HPCP registration checklist does not need to be completed.

No

b. HVAC details

Does the building include an HVAC system or will it because of this project?

b.1 Type of HVAC system

Please select whether the HVAC is an upgrade or a new system from the following drop down:

c. Project type

Please select the type of construction project.

c.1 Square footage in excess of 5,000 square feet

Is the building square footage (new construction and/or renovation) 5,000 SF or more?

c.2 Building square footage

What is the building square footage, indicate whether the square footage is new, renovation, or both? (500 character limit)

d. For renovation projects only, does the cost exceed 25% of the current value of the property?

Select from the drop down list.

d.1. What is the current property value?

Current property value is determine based on the assessed or appraised value. What is the total project cost for the renovations? Please provide both amounts in your response. (500 character limit)

e. Does this project meet the HPCP criteria?

If you answered "yes" to questions a and b, then your project likely meets the HPCP applicability criteria and you must complete the HPCP registration form and preliminary checklist and upload below. (See DOLA's HPCP web page for registration and checklist form.)

e.1 HPCP registration form and checklist

If you answered yes above, please upload the HPCP registration and checklist from <https://cdola.colorado.gov/high-performance-certification-program> in an Excel format.

Download

f. Third party verification

Have you included any costs in the budget for this grant application for third party verification to comply with the High Performance Certification Program?

f.1 Third party verification cost

If you answered yes above, please specify the estimated cost for third party verification/certification. (500 character limit)

f.2 Third party verification resources

Will you need assistance locating resources, third party consultants, or technical assistance for HPCP third party verification requirements, preparing cost estimates, or otherwise complying with the HPCP?

f.2.i Third party verification resources required

If you answered yes above, please describe the type of resource identification assistance you need. (1,000 character limit)

L. ENVIRONMENTAL REVIEW

Indicate below whether any of the proposed project activities:

a. Will the project be undertaken in flood hazard areas?

No

a.1 List flood plain maps/studies reviewed. Describe alternatives considered.
(2,000 character limit)

[FEMA Flood Insurance Rate Map \(FIRM\) and Flood Insurance Study \(FIS\) report for Ouray County](#)

b. Will affect historical, archaeological, or cultural resources or be in a geological hazard area?

Select from the drop down menu.

No

b.1 If yes, describe alternatives considered and mitigation proposed.
(2,000 character limit)

N/A

c. Address any other public health or safety related concerns not previously identified.

Select from the drop down menu.

No

c.1 If yes, please explain.
(2,000 character limit)

M. FINANCIAL INFORMATION (CURRENT YEAR)

Please download and complete an Applicant Financials Template with the lead agency information as well as any co-applicants on this application. The Applicant Financials Template is on the DOLA website under Forms and Resources tab at <https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf>.

Financial Information Upload

Please upload the completed Project Financials in an Excel format and name it: <Organization>Financials.xls. Example: "LincolnCountyFinancials.xls"

Download

OurayFinancials.xls

N. PROJECT BUDGET

Please download and complete the Budget Template with the lead agency information as well as any co-applicants on this application. The Budget Template is on the DOLA website under Forms and Resources tab at <https://cdola.colorado.gov/funding-programs/energy/mineral-impact-assistance-fund-grant-eiaf>. Please upload the completed Project Budget in an Excel format and name it: <Organization>Budget.xls Example: "LincolnCountyBudget.xls"

a. Applicant Project Budget Upload

Please upload a completed Applicant Project Budget Template as an Excel document.

[Download](#)

OurayBudget.xls

O. TABOR COMPLIANCE**a. Voter authorization**

Does the applicant jurisdiction have voter authorization to receive and expend state grants without regard to TABOR spending limitations?

[No](#)

a.1 If yes, please explain
(500 character limit)

a.2 If no, please respond below.

If no, would receipt of these grant funds, if awarded, result in the local government exceeding revenue limitations, prompting a refund?

[No](#)**b. Attorney Affirmation**

Affirm Local Government Attorney has confirmed the above TABOR statement.

[Yes](#)**P. OFFICIAL ACTION****a. Date of official Board, Council or Commission action**

Enter the date that this application was approved for submission to DOLA by the Board, Council or Commission.

[01/18/2022](#)

**Energy and Mineral Impact Assistance Program - EIAF Application
Applicant Financials Template**

Applicant:	City of Ouray
Project Name:	City of Ouray Water Treatment Plant Improvements

Financial Information (Current Year)

In the column below labeled "Lead Applicant" provide the financial information for the municipality, county, school district or special district directly benefiting from the application. In the columns below labeled "Co-applicant", provide the financial information for any public entities on whose behalf the application is being submitted (if applicable).

Complete items "A" through "M" for ALL project types

	Lead Applicant	Co-Applicant:	Co-Applicant:
A. Assessed Valuation (AV) most recent year	\$ 40,735,060		
B. Total Mill Levy	16.065		
C. Property Tax revenue generated (mill levy x AV / 1,000)	\$ 553,385		
D. Sales Tax rate	4.0%		
E. Sales Tax Estimated annual revenue	\$ 1,321,881		
F. General Fund budgeted revenue	\$ 3,735,386		
G. General Fund budgeted expenditures	\$ 3,326,330		
H. General Fund balance December 31st of previous year	\$ 1,289,457		
I. Portion of General Fund which is Unassigned ^^ (meets definition identified in the GASB statement below)	\$ 2,159,619		
J. Total budgeted revenue (all funds)*	\$ 26,766,986		
K. Total budgeted expenditures (all funds)*	\$ 25,836,196		
L. Total fund balance (all funds)*	\$ 3,081,089		
M. Total outstanding debt (all funds)*	\$ 7,732,292		

- * Sum of General Fund and all Special or Enterprise Funds
- ** Include total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificates of participation and other debt instruments).
- ^^ **Unassigned fund balance** - Amounts that are available for any purpose; these amounts are reported only in the general fund and have not been committed by resolution, ordinance or contract and have not been budgeted for an intended purpose. Click on the link below for GASB Fund Balance definitions.
https://gasb.org/cs/ContentServer?c=Document_C&cid=1176156714843&d=&pagename=GASB%2FDocument_C%2FGASBDocumentPage_for_GASB_Fund_Balance_definitions

Projects Managed through Special or Enterprise Funds

For projects to be managed through a Special Fund other than the General Fund (e.g. County Road and Bridge Fund) or managed through an Enterprise Fund (e.g. water, sewer, county airport), please complete items "N" through "R":

Identify the relevant Special or Enterprise Fund > > >	Water		
N. Special or Enterprise Fund budgeted revenue	\$ 622,245		
O. Special or Enterprise Fund budgeted expenditures	\$ 619,450		
P. Special or Enterprise Fund outstanding debt**	\$ 5,543		
Q. Special Fund Mill Levy (if applicable)	-		
R. Special or Enterprise Fund balance December 31 st of previous year	\$ 1,095,790		

- ** Include the total outstanding liability from all multi-year debt obligations (lease purchase agreements, certificate of participation and any other debt instruments).

For Water and Sewer projects only, please complete items "S" through "U"

	Water	Sewer
S. Tap Fee	\$ 7,500.00	
T. Average monthly user charge (Divide sum of annual (commercial and residential) revenues by 12 and then divide by the number of total taps served.) NOTE: Commercial and Residential combined	\$ 57.35	
U. Number of total taps served by lead applicant	1,397	

Applicant: City of Ouray
 Project Name: City of Ouray Water Treatment Plant Improvements
 Applicant Contact: Silas Clarke
 Date: 1-Mar-22

EIAF Application Project Budget						
Project Expenses			Project Revenues & In-kind			
Budget Line Items (Examples: architect, engineering, construction, equipment items, contingency, etc.)	Total Cost	State Funds	Other Funds	In-Kind: <i>Must be approved by DOLA prior to application.</i>	Other Fund Source	Funding: Committed (C) or Pending (P)
Construction	\$ 7,650,000	\$ 750,000			EMIAF Grant	P
Construction Administration	\$ 500,000		\$ 9,250,000		SRF Loan	P
Design and Engineering	\$ 850,000					
Contingency (enter amount in column C)	10% \$ 1,000,000					
If no contingency, explain:						
Total/Sub-Total	\$ 10,000,000	\$ 750,000	\$ 9,250,000	\$ -		
TOTAL	\$ 10,000,000	\$ 10,000,000	NOTE: Total Project Expenses <u>must equal</u> Total Revenues & In Kind			
			NOTE: Add/delete expense rows as necessary			
	% Match State	8%	% Match Local	93%		

Intergovernmental Agreement

This Inter-Governmental Agreement ("IGA") is made and entered into on this 17th day of FEBRUARY, 2022 ("Effective Date") between the Board of County Commissioners of Ouray County ("Ouray County"), and the City Council of the City of Ouray ("City of Ouray"), which are organized under and by virtue of the laws of the State of Colorado, and are collectively referred to herein as the "Parties".

RECITALS

WHEREAS, each of the Parties is authorized by C.R.S. 29-1-201 *et seq.* to cooperate and contract with one another to provide services or facilities lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, C.R.S. 25-3.5-101 *et seq.* governs the administration, provision, standards, and funding of emergency medical and trauma systems in Colorado, including at the local level, consisting of at least treatment, transportation, communication, and documentation subsystems;

WHEREAS, the Parties intend to transfer responsibility for vehicle extrication services from Ouray County Emergency Medical Services, ("County EMS") to the City of Ouray's Fire Department ("City Fire Department");

WHEREAS, although the Ridgway Fire Protection District also provides these services and has many crew members in common with both fire departments, it is not a party to this IGA and the Parties contemplate that it may, at its own discretion and determination, continue to work in conjunction with the City Fire Department but with its own equipment as mutual aid partners;

WHEREAS, County EMS has officially been the overseeing organization for "Squad 11," the extrication team, since former City Fire Department Chief Steven Svaldi led both organizations. County EMS has provided the truck, tools and training for most of the participants who are all City Fire Department firefighters. The current equipment and vehicle are nearing or have surpassed their expected lifespans.

NOW, THEREFORE, in consideration of their mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

AGREEMENT

1. As of the Effective Date of this IGA, County EMS will transfer ownership, responsibility for maintenance, and the primary mission of vehicle extrication services to the City Fire Department.
2. Ouray County will transfer title for the 1998 Ford extrication truck and all extrication tool records and manuals to the City Fire Department Chief and the Ouray City Administrator. The Parties delegate authority to the Chief Paramedic of the County EMS and the Chief of the City Fire Department to execute any necessary documents for the vehicle transfer.
3. In the Ouray County EMS budget for 2022, there will no longer be a line item for vehicle extrication and any surplus funds left in that budgetary line item will be used otherwise in the 2022 Ouray County EMS budget, due to the transfer of vehicle extrication services.
3. The Parties enter into this IGA as separate, independent governmental entities and shall maintain such status.

4. The Parties further agree to all special provisions set forth herein:

- a. **ENTIRE AGREEMENT.** This IGA contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.
- b. **SEVERABILITY.** If any clause or provision of this IGA shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- c. **AMENDMENT.** No amendment, alteration, modification of or addition to this IGA shall be valid or binding unless expressed in writing and signed by the Parties to be bound thereby.
- d. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this IGA is, or shall be construed to be, a waiver, in whole or part, by the Parties of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.
- e. **NO THIRD-PARTY BENEFICIARIES.** Enforcement of the terms of the IGA and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the IGA gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the IGA is an incidental beneficiary only.
- f. **EXECUTION BY COUNTERPARTS.** This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- g. **GOVERNING LAW:** This IGA shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this IGA shall be the Ouray County District Court, Seventh Judicial District, State of Colorado.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this IGA as of the date above written.

CITY COUNCIL
CITY OF OURAY, COLORADO

By: _____
Ethan Funk, Mayor

ATTEST:

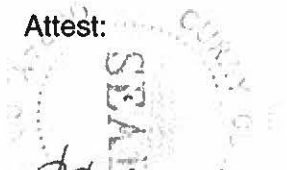
Melissa Drake, City Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OURAY, COLORADO

By: *Lynn M. Padgett*

Lynn M. Padgett, Chairperson

Attest:



Hannah Hollenbeck

Hannah Hollenbeck, Deputy Clerk

AGREEMENT FOR PURCHASE OF WATER METERS AND SERVICES

THIS AGREEMENT is made and entered into this 21st day of October, 2019, by and between: The City of Ouray, a Colorado municipal corporation (City); and Mountain State Pipe & Supply Co., a Colorado for profit company with its principal place of business at 7765 Electronic Drive, Colorado Springs, Colorado 80922 (Contractor).

WHEREAS, the City requires software and hosting services, water meters, meter reading equipment and training for the completion of the City water meter installation project (Project); and

WHEREAS, Contractor has held itself out to the City as having the requisite expertise and experience to perform the required services after submitted a proposal to an request for proposal in June, 2019 and have provided a breakdown of the scope of services and materials the City will purchase, the services Contractor will provide, and the costs attached hereto and incorporated herein by this reference, as Exhibit A.

WHEREAS, Contractor's proposal includes the services and materials purchased in year one of and additional meter purchases for years two through four.

WHEREAS, Contractor is a reseller of Kamstrup Water Metering, LLC (Kamstrup) products and all warranties for products purchased by City are provided by Kamstrup and included on Exhibit A.

WHEREAS, Contractor is also a reseller of Kamstrup's proprietary software and City shall pay Contractor any licensing fees and shall enter into a licensing agreement as set forth on Exhibit B.

WHEREAS, Contractor understands and agrees that the City is unable to enter into multi-year fiscal obligations such that any purchase of additional meters in years two through four would be dependent on prior appropriation of such purchase money.

NOW, THEREFORE, for the consideration of the above material recitals and hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all materials and provide the services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services for year one set forth in Exhibit A.

B. Contractor shall furnish all materials described on Exhibit A for years two through four so long as the money is appropriated pursuant to Paragraph X below.

C. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. Except as expressly provided herein, no agent, employee, or representative of the City is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

This Agreement shall commence on the date first set forth above, and shall continue until Contractor completes the Scope of Services to the satisfaction of the City, or until terminated at any time by either party upon thirty (30) days written notice.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the City shall pay Contractor an amount not to exceed Ninety-Two Thousand and Fifty Dollars and Eight Cents (**\$92,050.08**). The maximum amount specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder for year-one.

B. In years two through four, the City shall purchase meters as specified in Exhibit A, so long as the money is appropriated pursuant to Paragraph X in an amount not to exceed Two Hundred Sixty-Seven Thousand Four Hundred and Fifteen Dollars and Seventy-Three Cents (**\$267,415.73**).

C. The unit prices set forth in Exhibit A will not change for the next five (5) years regardless if any increase in unit price by Contractor between year one and year five.

D. Notwithstanding the maximum amount specified herein, Contractor shall only be paid for work performed or materials delivered.

IV. CONTRACTORS'S RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work and services performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The City's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. City shall pay Contractor any licensing fees necessary to Kamstrup for the City's use of Kamstrup's proprietary software system and once any licensing fees are paid by City to Contractor, Contractor shall immediately remit payment to Kamstrup on behalf of City.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the City, except for the software which is provided to the City under a License Agreement attached hereto as Exhibit B.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a City employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the City.

1. Worker's Compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the requirements of this Section.

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision, and shall include the City and the City's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the City, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the City a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract 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 who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The City and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the City under this Agreement are in addition to any other rights and remedies provided by law. The

expiration of this Agreement shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

[Remainder of page intentionally blank. Signatures on following page.]

CITY OF OURAY

Pamela J. Larson
Pamela J. Larson, Mayor

ATTEST:

Melissa M. Drake
Melissa M. Drake, City Clerk

CONTRACTOR

Meter Accessories

510 Inline Accessible Dual Check Valves

Cambridge Brass' unique **Inline Accessible Dual Check Backflow Valves** have meter swivel nut inlets and a wide variety of outlet configurations.

Our top cap and unique check module design ensures convenient access to both checks for inspections, maintenance or replacements without removing the valve from the line. Backflow of water is still deterred if either of the checks are removed or inoperable.

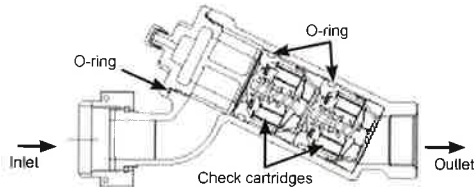
Features

- Dual checks work independently of each other.
- Valve will operate with either check removed.
- Design Tested to ANSI/ASSE 1024



Components and Repair Parts

Standard Flow Direction



500 Angle Dual Check Valves

Cambridge Brass' unique **Angle Dual Check Backflow Valves** have meter swivel nut inlet and a wide variety of outlet configurations. Angle dual checks can be ordered on our copper meter setters, resetters, insetters, and iron yokes, or they can be used independently.

Our top cap and unique check module design ensures convenient access to both checks for inspections, maintenance or replacements without removing the valve from the line. Backflow of water is still deterred if either of the checks are removed or inoperable.

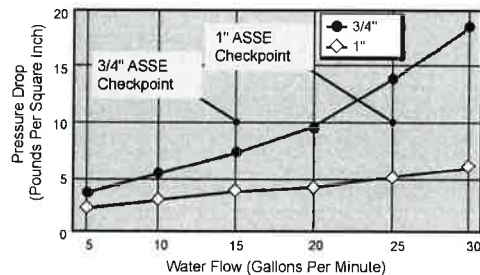
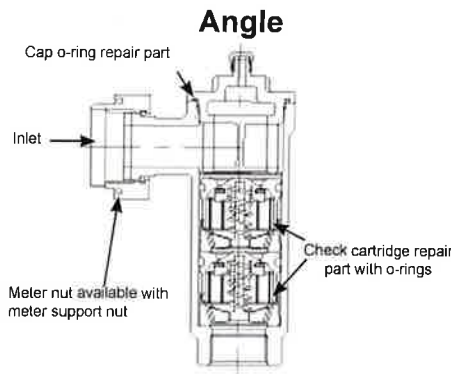
Features

- Dual checks work independently of each other.
- Valve will operate with either check removed.
- Design Tested to ANSI/ASSE 1024 and CSA B64.6 requirements.



Components and Repair Parts

Most check valves are made to order, please allow two weeks for delivery.



Pro Press Adapter



Viega ProPress adapter

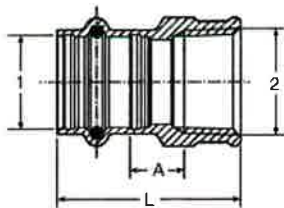
Smart Connect technology, Zero Lead

- For use with ASTM B88 tubing
- Bronze
- Press connection, female pipe thread

Components

EPDM sealing element

Model 2912ZL



Viega ProPress Adapter Zero Lead Bronze P x FPT - Model 2912ZL

Part No.	Size	A (in)	L (in)
	1 2		
79295	1/2" x 3/8" FPT	0.19	1.42
79300	1/2" x 1/2" FPT	0.25	1.61
79305	1/2" x 3/4" FPT	0.27	1.65
79310	3/4" x 1/2" FPT	0.33	1.77
79315	3/4" x 3/4" FPT	0.35	1.81
79320	1" x 1/2" FPT	0.41	1.85
79325	1" x 3/4" FPT	0.39	1.85
79330	1" x 1" FPT	0.44	2.01
79335	1" x 1 1/4" FPT	0.50	2.09
79340	1 1/4" x 1/2" FPT	0.37	1.93
79345	1 1/4" x 1" FPT	0.24	1.93
79350	1 1/4" x 1 1/4" FPT	0.34	2.05
79355	1 1/4" x 1 1/2" FPT	0.42	2.13
79360	1 1/2" x 1 1/4" FPT	0.26	2.36
79365	1 1/2" x 1 1/2" FPT	0.34	2.44
79370	2" x 2" FPT	0.41	2.68

Water Meter Connections



Brass "No Lead"
Meter Connection - $\frac{3}{4}$ "



LIFE JUST GOT EASIER.

RANGER FITTING

Too many fittings on your shelf? Too many choices? Keep it simple. A.Y. McDonald's new Ranger fitting not only saves you time, but also allows the user to do more with less. The unique design of the Ranger allows it to assemble onto multiple ranges of 3/4" nominal pipe diameters from CTS up to PVC. When you have a 3/4" service line in the ground, but you don't know the exact type of pipe, grab the Ranger. When you don't know what fitting is stocked on your shelf or don't have room to stock multiple fittings, make your life easier, stock one fitting. Stock the Ranger!

P.S. Oh and it installs in half the turns as a regular fitting!

99 Fittings in Your Hand

...Just add water

Life Just Got Easier.

RANGER Fittings
74753-11, 74754-11, & 74758-11



At A.Y. McDonald, you aren't just getting a product; you are getting an innovative solution, access to educational opportunities, and the ability to be treated like a family. The customer is the boss and we aim to break the mold on how we reach customer satisfaction. Because in the end, without you, there would be no us.

RANGER Fittings - Patent Pending

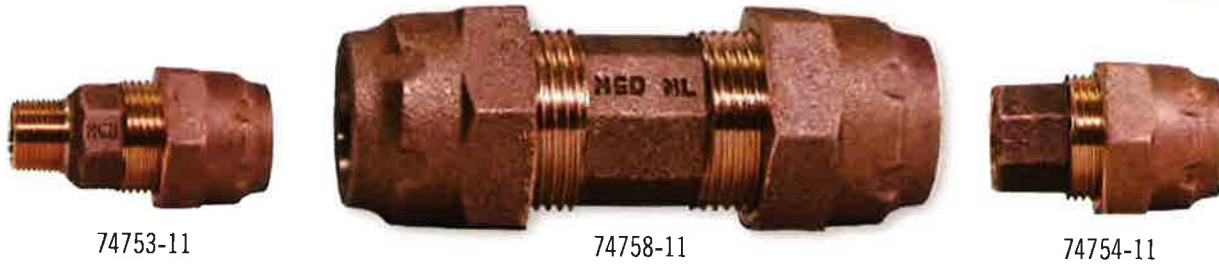
99 FITTINGS IN YOUR HAND

A.Y. McDonald's new RANGER fittings are designed with You, our Customer, the Boss in mind. The unique design of the RANGER allows it to assemble onto multiple ranges of 3/4" or 1" nominal pipe diameters from CTS up to PVC. It not only saves time, but the design of this wide-range fitting also reduces inventory by replacing up to 99 compression connections. When you know you have a 3/4" or 1" service line in the ground, but you don't know the exact type of pipe, grab the RANGER. When you don't know what fitting is stocked on your shelf or don't have room to stock multiple fittings, stock one fitting. Stock the RANGER!

Another Innovative Product from A.Y. McDonald Mfg. Co.



Service Fittings



The 3/4" RANGER will fit on the following types of pipes:

- CTS – Copper Tube Type K or L
- CTS – PEX Tubing ASTM F876 SDR 9 CSA B137.5
- PEP – Polybutylene ASTM D2662 SIDR7
- PEP – Polyethylene ASTM D2239 SIDR7 / SIDR9 Polyethylene Pipe Size
- PVC – Brass Pipe and PVC ASTM D1785 SCH. 40
- IPS – Polyethylene ASTM D3035 SDR 9 / SDR 11 OD Controlled Iron Pipe Size
- IP – Steel Pipe
- CTS – Polyethylene ASTM D2737 SDR 9 Tube Size
- CTS – Polybutylene ASTM D2666 SDR 9 Tube Size Class 250



The RANGER is designed with a 301 stainless steel grip ring, a brass friction ring, and an EPDM rubber gasket. RANGER fittings currently available are the 74753-11 3/4" & 1" RANGER x MNPT, 74754-11 3/4" & 1" RANGER x FNPT, and the 74758-11 3/4" & 1" RANGER x RANGER.

Features:

- Manufactured in the United States
- Meet and exceeds AWWA C800-14, which requires fittings to be suitable for a water pressure of 150 PSIG
- Withstands the same pressures as the tubing, but must not be used with pressures exceeding 300 PSIG
- Double Lead Thread allows for compression nut to be assembled in half the time of a standard compression nut and eliminates the possibility of assembling an incompatible nut to these fittings.
- Designed for underground and aboveground cold potable water systems
- Large wrench flats for tightening
- Tighten-to-torque required - noted on installation instructions
- Provides pull-out strength equal to other compression fittings

Insert stiffeners are **required** on all flexible plastic connections.

74753-11

RANGER x MNPT



Size	Carton PCS/WT	Price
3/4"	25/24	\$44.38
1"	25/36	\$69.16

74754-11

RANGER x FNPT



Size	Carton PCS/WT	Price
3/4"	25/24	\$44.02
1"	25/35	\$67.96

74758-11

RANGER x RANGER



Size	Carton PCS/WT	Price
3/4"	25/42	\$59.50
1"	15/36	\$108.52

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14.2 READY Collector is not visible in the Status reader tool

14.2.1 Possible cause

Faulty connection between READY Collector Base and READY Collector top, e.g. Ethernet or power cable.

14.2.2 Solution:

1. Check for activity on the Ethernet port to READY Collector Top. Ensure that all cables are inserted properly, both Ethernet and power.
Ensure that there is power on READY Collector Top.
2. Repeat the status reader test.
If the issue persists, please contact Kamstrup for support

14.3 READY Collector is not visible in READY Manager

14.3.1 Possible cause:

No Internet connection on READY Collector.



Note: It can take up to 15 minutes before a newly installed READY Collector unit is accessible in READY Manager.

14.3.2 Solution:

1. Ensure that all connections between READY Collector Top and Base are connected properly.
Check for activity on the Ethernet port to READY Collector Top.
Ensure that there is power on READY Collector Top.
2. Check for activity on the Ethernet port for outgoing data (port 5).
Ensure that the Ethernet cable is properly installed.
Test the connection on a PC. If there is no Internet connection, please contact your Internet service provider.
3. If using the optional SIERRA Wireless modem, check the data activity LED.
Ensure that the cellular antenna is connected properly to the modem and is placed high outside READY Collector.
4. Ensure that Frequency Service is running on READY Manager.
5. Test the installation with the Status reader tool.
6. If the issue persists, please contact Kamstrup for support.

14. Troubleshooting

14.1 Not all LEDs are green in the Status reader tool

Please refer to the table below for an error explanation:

LED	State	Description	Remedy
LED 1	II. Green	Power ON	
LED 2	IV. Green V. Yellow VI. Red blinking	IV. Connection to READY System OK V. IP address assigned, but no connection to READY system VI. No IP address assigned or Ethernet interface available	IV. V. Make sure that READY Collector is registered in READY Manager VI. Ensure Ethernet connection to the switch
LED 3	III. Green blinking IV. Off	III. Application is running IV. Application is not running	III. IV. Restart READY Collector Top. Turn off the power for 10 seconds.
LED 4	V. Off VI. Green VII. Green blinking VIII. Red blinking	V. Unpaired VI. Collector is paired with READY VII. Firmware update in progress VIII. Malfunction	V. Make sure that READY Collector is registered in your READY Manager VI. VII. Do not turn off the system during update VIII. Contact Kamstrup
LED 5	III. Green IV. Red blinking	III. Radio has been configured IV. Radio has not been configured	III. IV. Make sure that the frequency service is up and running.

Table 6 – Status reader service table 2

13. Approvals and markings

FCC ID: READYAMI

FCC part 15B

FCC part 90

12. Service port

A service access port is available in READy Collector Top. It can only be accessed by Kamstrup Support. The access will only be used for support purposes and will not be accessed without your permission. If you do not want Kamstrup to be able to access this port, please contact your nearest Kamstrup office.

11. Effective Radiated Power

As the READy Collector system both transmits and receives data, the transmission power (TX) must be controlled and limited to a maximum allowed level in order not to cross state lines or borders.

Your FCC license allows a maximum output effect and a maximum emitted radio power (ERP). In order to have the right ERP, the loss in the antenna cable and the gain from the antennas are calculated into the READy system when setting up the maximum allowed power on READy Collector.

The TX power level can always be reduced.

The ERP is calculated:

ERP = power output from READy Collector top – cable loss + gain from antenna.

This must not exceed the TX power specified in your FCC license.

If an antenna with a stronger gain than specified by Kamstrup is used, your emitted radio power will exceed what is specified from the READy system.

Use only antenna equipment that is tested and approved by Kamstrup.

For further information or questions, please contact Kamstrup.

- The placement of the antenna is critical to avoid surge current in case of lightning strikes. Keep the antenna inside a 45° angle from the tip of the mast (you must keep the antennas in lightning zone 0B).

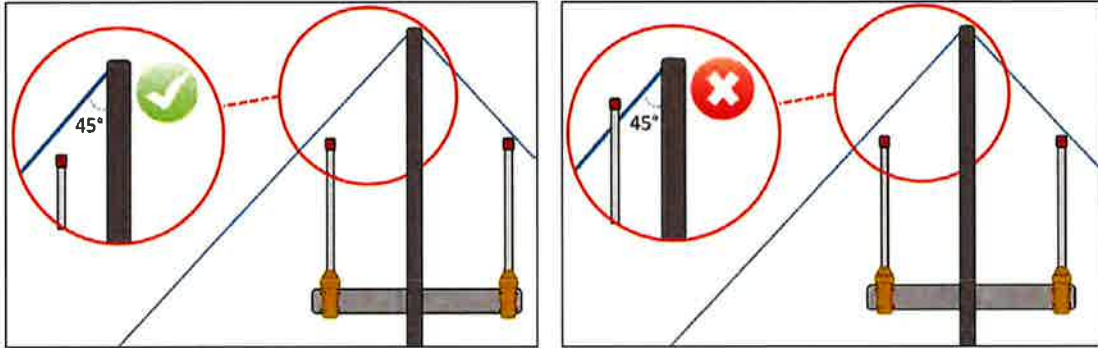


Figure 47 - Lightning zone 0B, correct installation

Figure 48 - Lightning zone 0B, wrong installation

- In general, place the antenna high so that the signal has the best conditions.
- For best performance, the meter and READY Collector must be in line of sight.
- Use only Kamstrup approved antenna cables. If the cables are switched to non-approved cables, this will affect the radio performance, and the maximum emitted radio power might be exceeded.

To sum up:

- Install the antenna vertically.
- Use only Kamstrup approved antennas.
- Install the antennas up high, but in lightning zone 0B.
- Install the antennas as free of obstacles as possible (minimum 30" free air around the antenna).

10. Antenna installation- best practice

Best practice for antenna installation

The antenna placement is critical to the overall performance of the entire READy Collector system. Here are some tips to guide you to the best possible antenna installation for your READy Collector installation.

1. The antenna is omnidirectional, which means that it is radiating equally in all directions around it. It must be installed vertically to function properly.
2. For the best antenna performance, you must ensure that the antenna has a clear unobstructed view 360° around it.
3. If this is not possible, consider moving the antenna as any obstructions will limit the range between READy Collector and the meter.
4. Kamstrup offers an antenna beam for the installation. If the antenna beam is used, keep a minimum distance of 30" between the antennas. The same rules apply if you use a different installation method; keep a minimum distance of 30" to the nearest solid obstacle.



Figure 46 - Antenna distance

LED	State	Description	Remedy
LED 1	I. Green	Power ON	
LED 2	I. Green II. Yellow III. Red blinking	I. Connection to READY system OK II. IP address assigned, but no connection to READY system III. No IP address assigned or Ethernet interface available	I. II. Make sure that READY Collector is registered in your READY Manager III. Ensure Ethernet connection to the switch
LED 3	I. Green blinking II. Off	I. Application is running II. Application is not running	I. II. Restart READY Collector Top. Turn off the power for 10 seconds.
LED 4	I. Off II. Green III. Green blinking IV. Red blinking	I. Unpaired II. Collector is paired with READY III. Firmware update in progress IV. Malfunction	I. Make sure that READY Collector is registered in READY Manager II. III. Do not turn off the system during update IV. Contact Kamstrup
LED 5	I. Green II. Red blinking	I. Radio has been configured II. Radio has not been configured	I. II. Make sure that the frequency service is up and running.

Table 5 – Status reader service table 1

9. Test the installation

After the installation has been completed, you can test the installation on site to ensure the functionality of READY Collector.

Kamstrup recommends that you perform this test in order to avoid revisiting the site to check for minor issues that could have been discovered if tested properly before leaving.

Before attempting to run the test, make sure that frequency service is up and running and the Internet connection is available at the site.

9.1 Precondition



Note: You will need a Windows laptop to perform this test.

Download and install the Status reader tool from www.kamstrup.com on your computer.

9.2 Test steps

1. Connect your laptop to an available Ethernet port on READY Collector Base.
2. Open the Status reader tool.
3. Await a status message from READY Collector Top.
4. Confirm that all LEDs are green. If not, see Figure 5.



Caution: Remember to close the lid properly as a mismatch on the sealing will compromise the enclosure class.



Note: If the LEDs are not green, see “Troubleshooting”. p. 41.

5. The test is complete and READY Collector is now up and running.

2. Look for the green LED on the power supply.





Figure 45 - READy Collector Base power supply




It can take a while before the READy Collector system is completely up and running.

8. First startup of the READY Collector system

8.1 Preconditions

-  **Caution:** Ensure that all cables are connected and secured.
-  **Caution** Before switching power on, take precautions for incorrectly connected cables.

8.2 First startup steps

-  **Note:** To see the entire system work, READY Collector must be set up from your READY Manager.
The FCC license needs to be approved and stored in the Kamstrup Frequency service to allocate a frequency pair and a maximum power level to the READY Collector.
For assistance, please contact your nearest Kamstrup Office.
-  **Note:** When powering up for the first time, READY Collector will communicate with the Kamstrup service portal and ask for the frequency information. If the information is not accessible, READY Collector will not be able to show all green LEDs and the installation cannot be approved.
-  **Note:** The installation can be tested with the Kamstrup Collector Status Reader, see “Test the installation”, p. 34.

1. Turn on READY Collector by flipping the **120 V / 230 VAC** and **24 VDC** switches.

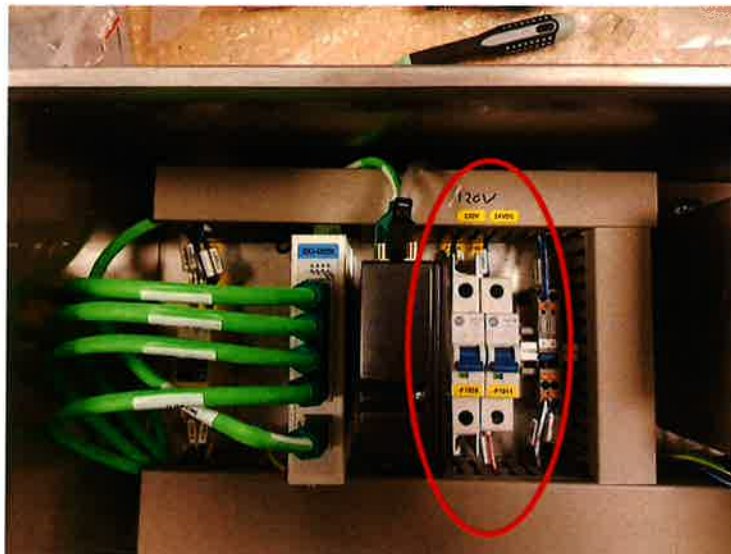


Figure 44 - READY Collector Base 120/230 VAC & 24 VDC power switches

Installation steps

1. Insert the cable through cable gland 12 at the bottom of the READy Collector Base
2. Connect the power cable to the input power terminal (110 – 265 V, 50/60 Hz)



Caution: Connect to the L and N inputs marked with the red circle.



Caution: Establish a grounded connection by connecting the protective earth to solid ground.

To install the power cable, use a small non-conductive screwdriver (insulated).

Apply pressure on the orange button above to open the terminal.

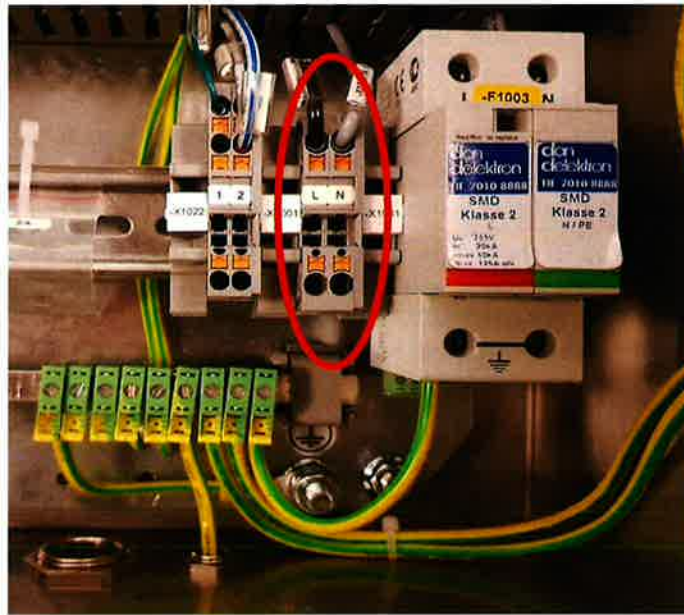


Figure 43 - READy Collector Base mains connection

7.9.2.3 Mains power connection






-  **Warning:** The power cable must be installed by an electrician or trained personnel with the right qualification.
-  **Warning:** Electric hazard – risk of electric shock.
-  **Warning:** Make sure that there is no power supply connected when connecting the power cables
-  **Warning:** Working on a live electric installation is not recommended.
-  **Caution:** Make sure that the power switch is positioned **(230 V/120 V)** correctly before proceeding.



Figure 40 - READY Collector Base 230/120 VAC switch



Figure 41 - READY Collector Base 230/120 VAC switch positions



Figure 42 - READY Collector Base power supply

3. Connect the power and Ethernet cables to the modem.



Figure 38 - LAN and power connection, SIERRA Wireless RV50x

4. Insert the cellular antenna connector through cable gland 2 at the bottom of READY Collector Base.
5. Connect the cellular antenna to the left antenna connector (cellular) on the modem.



Figure 39 - SIERRA Wireless RV50x Cellular connection

6. Install the cellular antenna outside the READY Collector Base.



Note: Place the cellular antenna high and free from obstacles to ensure a good consistent signal.

Configuration of the Sierra Wireless modem

Please follow the installation guide for *SIERRA Wireless AirLink RV50x* for further information.

Sierra Wireless AirLink RV50x Modem (optional)



Note: When using the SIERRA Wireless AirLink RV50x modem, you need an approved SIM card provider or an agreement with a CDMA operator. Contact your preferred cellular service provider.

Required:

- A SIM card without a PIN code is required
- Sierra Wireless AirLink RV50x modem
- Antenna for the modem

Installation steps

1. Insert a SIM card into the modem.

Unscrew the two screws to remove the plate from the SIM card slot.



Figure 35 - SIERRA Wireless AirLink RV50x, SIM installation 1



Figure 36 - SIERRA Wireless AirLink RV50x, SIM installation 2

2. Insert the modem into the DIN bracket in READY Collector Base.

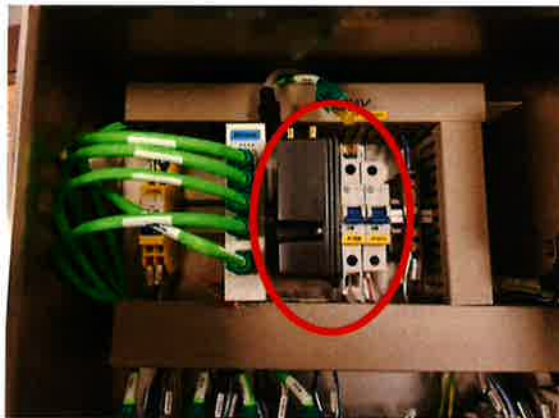


Figure 37 – SIERRA Wireless RV50x installation

3. Connect the power to the 24 VDC busbar.



Caution: Connect the black wire to the **ground (0V)** and the red wire to **24 V (1)**

To install the power cable, use a small non-conductive screwdriver (insulated).

Apply pressure on the orange button above to open the terminal.



Figure 33 - READY Collector Base 24 VDC connection

4. Insert the cable and remove the screwdriver to fasten the cable to the terminal.
5. Pull the cable gently to ensure that the cable is safely connected.

7.9.2.2 Internet connection

The Internet connection can be obtained via a local Ethernet connection to a router or via the optional modem

Ethernet connection (local Internet connection)

1. Connect the Ethernet cable to cable gland 11 at the bottom of READY Collector Base.
2. Disconnect the Ethernet plug placed in port 5 in the LAN switch (located at position 12) and insert the new Ethernet plug:

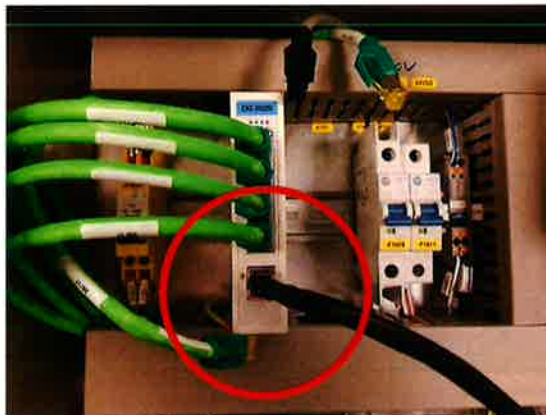


Figure 34 - READY Collector Base LAN connection

7.9.1 Preconditions

Required:

- Mains power cord, 110 VAC (not included).

7.9.2 Installation steps

7.9.2.1 Connection of READY Collector Top and Base

1. Connect the power and Ethernet cables to the appropriate LAN and power cable glands at the bottom of READY Collector Base, e.g. cable gland position 3 and 4 for READY Collector Top 1, see Figure 31.



Caution: The standard Ethernet plug is used in READY Collector Base; the Ethernet plug in the other end of the cable is designed to create a weather-resistant connection to READY Collector Top.

2. Connect the Ethernet cable from READY Collector Top to an available Ethernet port on READY Collector Base.



Note: Ensure that the connector goes all the way into the socket (It will click into place).



Figure 32 - READY Collector Base Ethernet connectors

2. Measure the distance between the brackets.
3. Transfer this measurement to the wall to drill the holes for fastening.
4. Mount READY Collector Base on the wall and make sure that it is properly supported.

7.9 Configuration of READY Collector Base

Warning: Ensure that the power is disconnected before operating inside READY Collector Base.

Caution: Do not work on READY Collector Base in bad weather, cover the installation site if possible to ensure no intrusion of water or dirt.

The intended functions of the cable glands at the bottom of READY Collector Base are as follows:

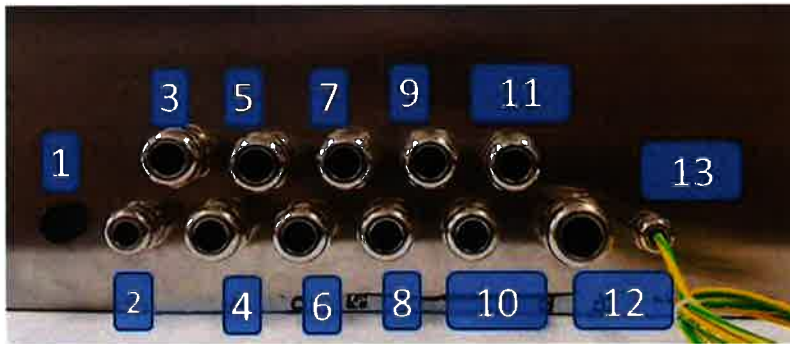


Figure 31 - READY Collector Base bottom view

Position	Description
1	Drain/ventilation
2	Modem antenna (optional)
3	Ethernet from READY Collector Top 1
4	Power READY Collector Top 1
5	Ethernet from READY Collector Top 2
6	Power READY Collector Top 2
7	Ethernet from READY Collector Top 3
8	Power READY Collector Top 3
9	Ethernet from READY Collector Top 4
10	Power READY Collector Top 4
11	External LAN (Internet connectivity)
12	Mains power
13	Protective earth

Table 4 - READY Collector Base bottom view

7.8 Installation of READY Collector Base

7.8.1 Preconditions

Check if all hardware is available before starting the installation:

- READY Collector Base
- Brackets for READY Collector Base
- Optional: Sierra Wireless modem + modem antenna
- Anchors, screws for fastening READY Collector Base to the intended installation site (not included).

7.8.2 Installation steps

1. Install the brackets on the READY Collector Base

Required (included):

- 4 x brackets
- 4 x bolts
- 4 x plastic washer
- Key for opening READY Collector Base



Figure 28 - READY Collector Base mounting bracket



Note: The bracket can be placed on both sides of READY Collector Base.



Note: Tighten to 10-15 ft. lbs. torque.

Insert the bolt and washer inside READY Collector Base and adjust the position of the bracket to the desired position.



Figure 29 - READY Collector Base bracket orientation 1

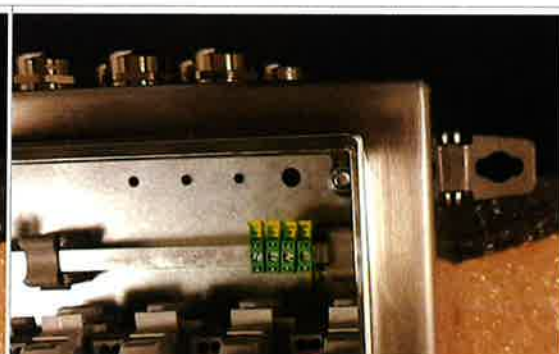


Figure 30 - READY Collector Base bracket orientation 2

7.7 Prepare the connection cables between READY Collector Top and Base


7.7.1 Preconditions

Check if all hardware is available before starting the installation:

- Power cable
- Ethernet cable
- Cable ties

7.7.2 Installation steps

1. Connect the cables to READY Collector Top

 **Note:** Tighten to 0.4-0.6 ft. lbs. torque.

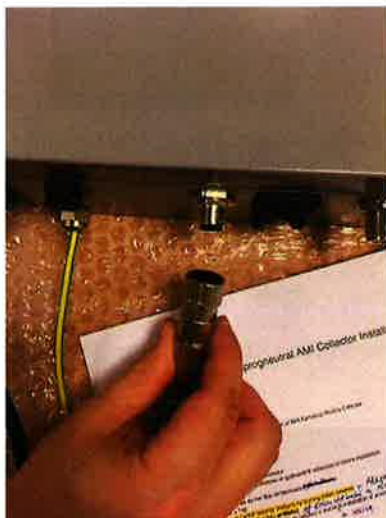



Figure 26 - Power connection installation 1



Figure 27 - Power connection installation 2

2. Start routing the cables from READY Collector Top to the READY Collector Base installation site

 **Caution:** Do not use excessive force to bend the cables as this will damage the cables.

3. Secure the cables by tightening them to the installation site.

4. Connect the Ethernet cable using the weatherproof connection.

4. Connect the antenna cables to the antenna and READY Collector Top




 **Note:** Tighten to 0.5-0.8 ft. lbs. torque.



Figure 25 - Antenna connection

5. Secure the cables by tightening them to the installation site with cable ties.

 **Caution:** Do not try to extend the cable. Move READY Collector Top and the antennas closer together if the cable length is inadequate.

 **Caution:** Do not use excessive force to bend the cables as this will damage the cables.

2. Install the antenna beam on the installation site, tighten in accordance with the bracket installation instructions.

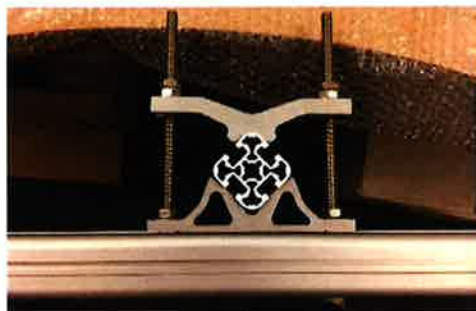


Figure 23 - Antenna beam bracket assembly installed

3. Install the antennas on the antenna beam.



Figure 24 - Antenna installation on antenna beam

7.6 Installation of the AMI antennas

7.6.1 Preconditions

Check if all hardware is available before starting the installation

- 2 x antennas with brackets
- 2 x antenna cables
- Antenna beam **(optional)**
- Bracket for antenna beam including installation instructions **(optional)**
- Cable ties (not included)



Warning: Ensure that the antennas are installed in lightning zone 0B (for further details, see “Antenna installation - best practice”, p. 36).



Note: Before installing the AMI antennas, read “Antenna installation - best practice”, p. 36.



Note: Ensure that the antenna cables can reach READY Collector Top.



Note: A minimum distance of 30” between the antennas is required

7.6.2 Installation steps

1. Install the bracket on the antenna beam, tighten in accordance with the installation instructions for the bracket.



Figure 20 - Antenna beam bracket assembly



Figure 21 - Antenna beam bracket assembly 2

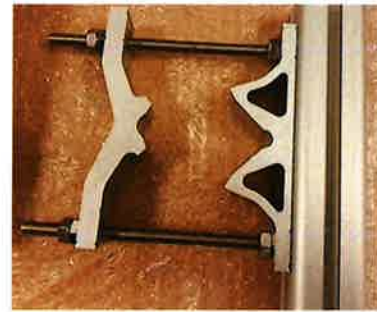


Figure 22 - Antenna beam bracket assembly 3

4. Install READy Collector Top on the intended installation site/surface.
See the bracket installation guide for further details.

5. Establish a grounded connection by connecting the protective earth to solid ground.

3. Complete the bracket assembly

Required (included in bracket packaging):

- 1 x bolt
- 2 x nuts
- 1 x washer
- 1 x mounting plate


 **Note:** Tighten to 42 ft. lbs. torque.



Figure 15 - READy Collector Top bracket assembly

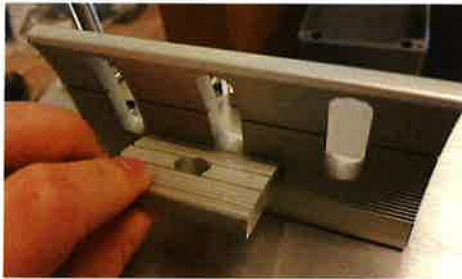


Figure 16 - Bracket mounting plate



Figure 17 - Bracket mounting plate



Figure 18 - Bracket assembly, nuts



Figure 19 - Complete bracket assembly

The bracket assembly and adapter plate installation are complete.

2. Install the adapter plate on READY Collector Top

Required (included):

- 4 x bolts 5/16" x 7/8"
- 4 x washers 5/16"



Note: Tighten to 10-15 ft. lbs. torque.



Note: Make sure that the cable glands on READY Collector Top are facing downwards.



Figure 13 - Adapter plate on READY Collector Top



Figure 14 - Adapter plate installed on READY Collector Top

7.5.2 Installation steps

1. Install the bracket on the adapter plate

Required (included):

- 2 x countersunk bolts M6 x 25
- 2 x nuts M6
- 2 x washers M6


 **Note:** Tighten to 5-7 ft. lbs. torque.



Figure 9. READy Collector Top adapter plate and bracket



Figure 10 - Back of adapter plate



Figure 11 - Bracket on adapter plate



Figure 12 - Bracket on adapter plate

7.5 Installation of READY Collector Top

7.5.1 Preconditions

Required hardware:

- READY Collector Top
- Adapter plate for READY Collector Top
- Brackets for READY Collector Top
- Bolts, washers and nuts for adapter plate and bracket installation
- Screws, anchors or clamps for fastening the bracket to the intended installation site (not included).



Figure 8. READY Collector Top assembly



Note: Use only Kamstrup approved hardware in your READY Collector system.

Hardware not approved by Kamstrup can cause lower system performance.

7.4 Preconditions

Check and ensure the following before installing READY Collector:

- READY Manager and READY App are synchronized by scanning the QR code in READY Manager and pressing sync in READY App
- Frequency service is correctly set up in READY Manager
- Ensure that you have the proper permission to use the frequency and transmission power at the installation site
- Check if you have all hardware available before starting the installation process.



Figure 7. READY Collector system

1. READY Collector Top
2. Brackets and adapter plate for READY Collector Top
3. READY Collector Base
4. Brackets for READY Collector Base
5. Power and Ethernet cables in correct lengths
6. 2 x AMI antennas
7. 2 x antenna cables
8. **Optional:** Antenna beam with bracket
9. **Optional:** SIERRA Wireless AirLink RV50x modem

7.3 Installation preconditions

7.3.1 Establishing cellular connection

To use a cellular connection, make sure that you order the correct hardware, including the Sierra wireless modem. See the data sheet for the Kamstrup READY Collector system for further details.

The antenna for the Sierra wireless modem comes with a 16-foot cable to enable the antenna site to be located higher than the READY Collector Base installation site. This will provide for better cellular coverage.

Install the cellular antenna in an area with cellular coverage, please verify the connection before leaving the area.



Note: You can test the Internet connection by connecting a laptop to an Ethernet port on the Sierra wireless modem to verify that you have a working Internet connection.

7.3.2 Installation location

In the MDM system READY Manager, the location of the collector can be entered to make sure that it is shown on the map. For this, the exact GPS coordinates need to be entered.

Use a GPS or your cellphone with navigation. This location shall be approved by the FCC to use with your frequency license.

Before installation, Kamstrup advises you to have a professional advice on the installation site for durability, safety and local regulations applicable to the specific area.

7.3.3 Approved hardware components

Make sure that you only use Kamstrup approved cables.

The hardware has been carefully constructed to be resistant to water, radio interference, surge pulses, etc.

Other components might not provide you with the same level of security.

7.3.4 Configuration

The system is direct plug and play, meaning that no on-site configuration is necessary, except for the configuration of the Sierra wireless modem for GSM/LTE connection. The configuration will be handled from your MDM system, READY Manager.

7.3.5 Power

You will need a power connection (110 V) to power your READY Collector system.

7.3.6 Ethernet or cellular connection

You can use your existing Internet connection or the optional modem solution to establish Internet connection.

7.2 READY Collector Top

The intelligence and the radio hardware are placed in READY Collector Top. These module need no physical interaction. Therefore, **it is not necessary to open READY Collector Top**. Configuration of the system is done in READY Manager from your computer.

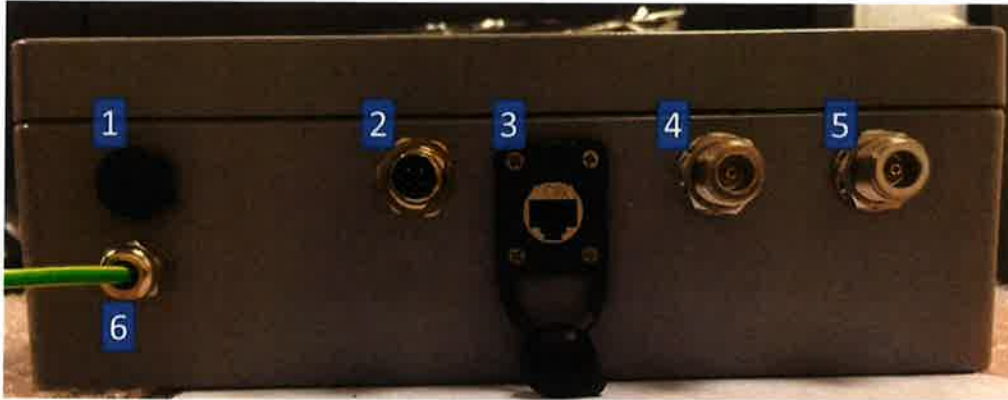


Figure 6. READY Collector Top, bottom view

Position	Description
1	Drain/ventilation
2	24 VDC power connection
3	Ethernet connection
4	Antenna terminal 1
5	Antenna terminal 2
6	Ground/protective earth

Table 3 - READY Collector Top bottom view

READY Collector Top and the antennas are designed for installation either inside or outside. The hardware is durable towards harsh conditions such as high temperatures and the cabinet of READY Collector Top is waterproof, NEMA 4X.

7. Hardware

7.1 READy Collector Base



Figure 5. READy Collector Base inside view

Position	Description
1	Power inlet (85 - 264 V, 50/60 Hz)
2	Surge protection 24 VDC
3	Surge protection 240 / 120 VAC
4	Power supply
5	Power switch, 24 VDC
6	Power switch, 120/240 VAC
7	Ethernet switch
8	SIERRA Wireless RV50x Modem (optional)
9	Power terminals for READy Collector Top
10	Ethernet terminal for READy Collector Top
11	Ground/protective earth connection
12	Ethernet connection (wired Internet connection) GSM/LTE connection (if modem is installed)

Table 2 - READy Collector Base internal design

6. Before installing the system

6.1 Radio propagation study

Kamstrup READy Collector is utilizing the licensed frequency band 450 – 470 MHz. To get a permission to operate in this band, you need an FCC license. Kamstrup will assist you in the application for the FCC license.

Kamstrup will provide you with the radio propagation study required in the FCC application.

The radio propagation study will give a qualified estimate of the coverage zone for Ready Collector and the meters. By doing so, Kamstrup ensures that you have the best possible setup to get the most out of your network.

Retrofitting pit antennas on some meters and trimming of the network is to be expected in order to obtain the required meter reading performance.

5. Before you begin

5.1 Precautions

Only trained personnel are allowed to install the READY Collector system.

To become a certified Installer, contact your nearest Kamstrup office for further information.



Note: Clamps, screws and anchors are not included in the READY Collector Top and READY Collector Base bracket packages.

5.2 Possible installation sites

Kamstrup recommends that you consult a qualified engineer to verify load requirements as well as local and safety regulations.

Furthermore, ensure that you have the permission from the site owner to install the system and the permission to operate the system in the specific area.

Kamstrup cannot be held responsible for faulty installations whether the structural support is inadequate or permissions were not given to use the specific site for installation and operation.

5.3 READY Collector Base

We recommend to install READY Collector Base in areas where it is easily accessible both for installation and service personnel to perform on-site test and inspection of the system.

READY Collector Base is prepared for installation on a flat surface.

You as an installer need to supply the needed fasteners, anchors and screws/bolts.

5.4 READY Collector Top

READY Collector Top is designed to be installed close to the antennas. The bracket allows installation on both plain surfaces and a pole larger than 2".

To be able to install the bracket, use appropriate mounting hardware, clamps and screws capable of handling the weight of READY Collector Top with adapter, bracket and cable weight. For further details, see installation procedure in the guide provided with the bracket.

You as an installer need to supply the needed fasteners; anchor, screws/bolts or clamps.

The system consists of two parts, READy Collector Top and READy Collector Base.



Figure 2. READy Collector

READy Collector Top and Base

READy Collector Top contains the intelligence and the radio, transmitting and receiving all data to and from the meters.

READy Collector Base provides power and Internet connectivity to READy Collector Top. A single READy Collector Base allows you to connect up to four READy Collector Tops.

READy Collector Base is configurable for either a cellular modem solution or an Ethernet connection to an existing wired Internet.

The installation is simple; connect all cables and antennas, power up and the system boots automatically. All configuration is done in READy Manager, including setting of frequencies and maximum allowed transmission power level.

The system operates in a licensed frequency band, 450-470 MHz. This means that you need a frequency license to operate the system. Kamstrup can support you in your application and with the propagation study needed for the application.

READy Collector supports two-way communication between meter and collector. This allows you to make changes to the meters configuration. All this is handled in READy Manager directly from your office.



Figure 3 - READy Collector Top



Figure 4 - READy Collector Base

4. System introduction

READY Collector is the Kamstrup AMI system. This system is used to collect data from Kamstrup smart water meters.

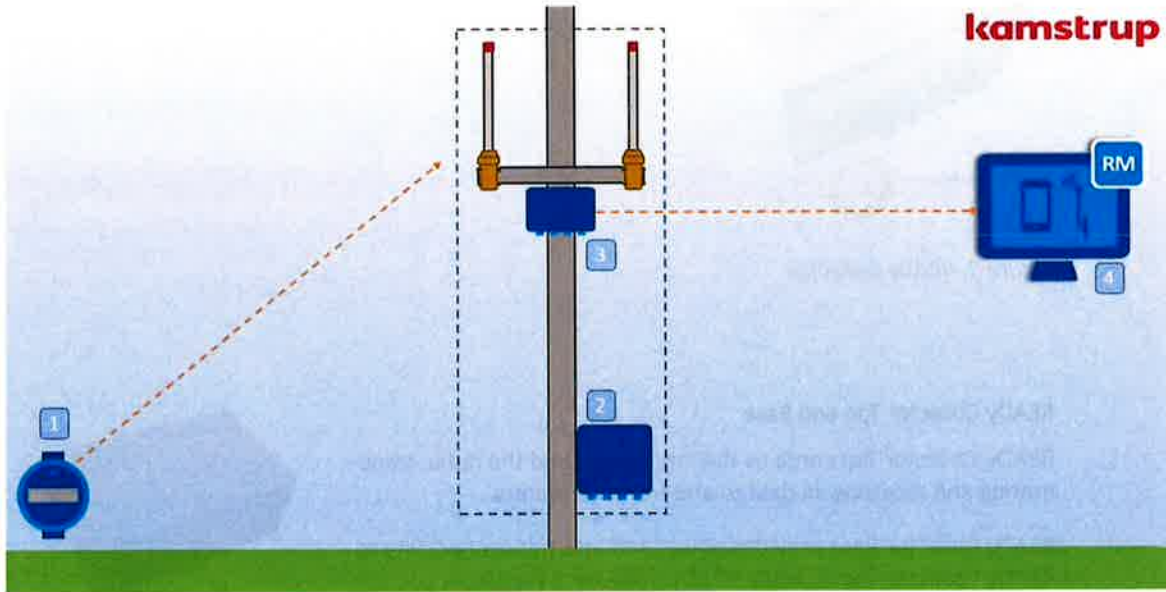


Figure 1. Kamstrup AMI - READY Collector

Position	Description
1	Kamstrup smart water meter
2	READY Collector Base
3	READY Collector Top
4	READY Manager MDM software

Table 1 - READY Collector system drawing

3. FCC cautions

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment causes harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or Kamstrup directly.

2. Abbreviation and explanations

EIRP	Effective isotropic radiated power
ERP	Effective radiated power or emitted radiated power
RF exposure	Radio frequency radiation, electromagnetic radiation from the radio
Ethernet cable	Internet cable or cable between READy Collector Base and Top
GPS	Global position system
FCC	Federal Communications Commission
Status reader tool	Status reader. A PC program to check the status of READy Collector Top
MDM	Meter data management system
READy Manager	Kamstrup's MDM system
READy App	A part of Kamstrup's MDM system. Runs on your Android phone and can for example be used to configure your Kamstrup smart meters
Frequency Service	The READy Manager service that handles your licensed frequencies to be used in your AMI system.

1. Symbols used in this document



Warning

Indicates a potentially hazardous situation that, if not avoided, could result in death or serious injury.



Caution

Indicates a situation that, if not avoided, could result in damage to equipment, mild injury or loss of data.



Note

Important information, e.g. preconditions, or necessary steps before proceeding, etc.

1.1 Warnings in this document



Warning: Ensure that the power is disconnected before operating inside READY Collector Base.



Warning: The power cable must be installed by an electrician or trained personnel with the right qualifications.



Warning: Electric hazard – risk of electric shock.



Warning: Make sure that there is no power supply connected when connecting the power cables.



Warning: Working on a live electric installation is not recommended.



Warning: Ensure that the antennas are installed in lightning zone 0B (for further details, see “Antenna installation - best practice”, p. 36).

Call Kamstrup if any questions or need for guidance.

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kamstrup.com

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Installation and operation guide

Warning

Read instructions before installation

READY Collector



Approvals and Markings

FCC part 90 and part 15B.

FCC ID: READYAMI

The READy Collector Base is build using UL listed products.

Ordering data

To order the REAdy Collector Base with all equipment use order number: **REAdyCollector**.

Order the Ready Collector Top on: **6696100000**

For individual ordering, use the following order numbers:

REAdy Collector Top

REAdy Collector Top	6696100000
---------------------	------------

REAdy Collector Base

REAdy Collector Base without modem	6696200000
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REAdy Collector Base with modem	6696210000
---------------------------------	------------

Note: Antenna for modem not included, see accessories

Accessories

AMI Antenna

Note: The system requires two antennas for each REAdy Collector Top	6697450
--	---------

Antenna cables for REAdy Collector top

Cable between REAdy Collector Top and AMI antennas

6.5 feet (2 m)	5000 398
----------------	----------

16.4 feet (5 m)	5000 388
-----------------	----------

Note: The system requires a pair of two equally lengths

Ethernet cable to REAdy Collector

Length between REAdy Collector Top and Base

6.5 feet (2 m)	5000 476
----------------	----------

50 feet (15 m)	5000 478
----------------	----------

80 feet (24.5 m)	5000 480
------------------	----------

150 feet (45.7 m)	5000 482
-------------------	----------

200 feet (61 m)	5000 484
-----------------	----------

240 feet (73 m)	5000 486
-----------------	----------

Note: Must match length with the power cable

Power cable to REAdy Collector

Length between REAdy Collector Top and Base

6.5 feet (2 m)	5000 477
----------------	----------

50 feet (15 m)	5000 479
----------------	----------

80 feet (24.5 m)	5000 481
------------------	----------

150 feet (45.7 m)	5000 483
-------------------	----------

200 feet (61 m)	5000 485
-----------------	----------

240 feet (73 m)	5000 487
-----------------	----------

Note: Must match length with the Ethernet cable

Installation parts

Bracket kit for REAdy Collector Top	5915 519
-------------------------------------	----------

Antenna beam 39" (1 m)	5000 474
------------------------	----------

Bracket for Antenna beam	5000 475
--------------------------	----------

Modem

SIERRA Wireless Modem RV50X	1308101
-----------------------------	---------

Antenna for SIERRA Wireless Modem RV50X	1653105
---	---------

Technical data

AMI-antenna

Length	58 inches
Frequency	440 – 470 MHz
Gain	3 dB



Antenna cables

- 6.5 feet (2 m)
- 16.4 feet (5 m)



Power cable to READy Collector Top

Length between READy Collector Top and Base:

- 6.5 feet (2 m)
- 50 feet (15 m)
- 80 feet (24.5 m)
- 150 feet (45.7 m)
- 200 feet (61 m)
- 240 feet (73 m)



Note: Must match length with the Ethernet cable.

Ethernet cable to READy Collector Top

Length between READy Collector Top and Base:

- 6.5 feet (2 m)
- 50 feet (15 m)
- 80 feet (24.5 m)
- 150 feet (45.7 m)
- 200 feet (61 m)
- 240 feet (73 m)



Note: Must match length with the Power cable.

Sierra Wireless modem

For the READy Collector Base



GSM antenna

Used for the Sierra Wireless modem
Comes with a 16'4" cable



Features

- Easiest to learn and understand system available
- No IT experience necessary
- Built in redundancy
- Fault tolerant system
- Two-way communication
- High-level security all the way
- Intelligent power management
- Instant event notification

Technical data

The Kamstrup READy Collector can be ordered as prepared for one and up to four READy Collector top units.
The system consists of a READy Collector Base unit supplying power and network for the READy Collector Top unit.
Both a READy Collector Top and a READy Collector Base are required.

Kamstrup READy Collector Top

Dimensions (without connections)	10.2 x 6.3 x 3.6 inches 260 x 160 x 91 mm
Weight	6.23 lb 2.85 kg
Operating temperature	-22 to 149 °F (-30 to 65 °C)
Storage temperature	-40 to 185 °F (-40 to 85 °C)
Enclosure rating	NEMA 4, IP66
Power input	24 VDC
Frequency	450 - 470 MHz FCC license required
Capacity	Up to 25.000 Kamstrup Water meters
Supported meters	flowIQ® 2250 and 3250



Kamstrup READy Collector Base

Dimensions (without connections)	15.5 x 12.3 x 7.1 inches 394 x 313 x 181 mm
Weight	Dependant on configuration
Operating temperature	-22 to 149 °F (-30 to 65 °C)
Storage temperature	-40 to 185 °F (-40 to 85 °C)
Enclosure rating	NEMA 4, (IP66)
Power input	110-265 VAC 50/60 Hz
Power output	24 VDC/10 A



Contents

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A READy Suite component

The Kamstrup READy Collector is a central easy to use two way network component in your AMI network. The data is collected from the meters, stored until the planned transmission and displayed in READy Manager the Meter Data Management software. The data can be collected in a number of differing time frames up to hourly readings, and If an event occurs, this data will be transmitted immediately, independent of your data scheme.

The Kamstrup READy Collector is a rugged design that is to be uses in the harshest of conditions, such at the top of towers or elevated storage tanks, where service can be difficult. Temperature extremes and lightning protection has been thoughtfully included in the engineering of the collector unit. Other important features of the system is that no coax is necessary between the Collector unit and bottom unit, just standard off the shelf wiring components. The bottom unit has been built with industrialized components incorporating multiple surge protection systems, and power supply for use in the most challenging conditions.

Data sheet

Kamstrup READy Collector

- Data collector for smart meter reading
- Rugged design
- 2-way intelligent network
- High level of security, individual encryption keys
- Optional Cellular connection
- Intelligent power management
- Instant event notification
- Plug-and-play installation



Think forward

Kamstrup Water Metering

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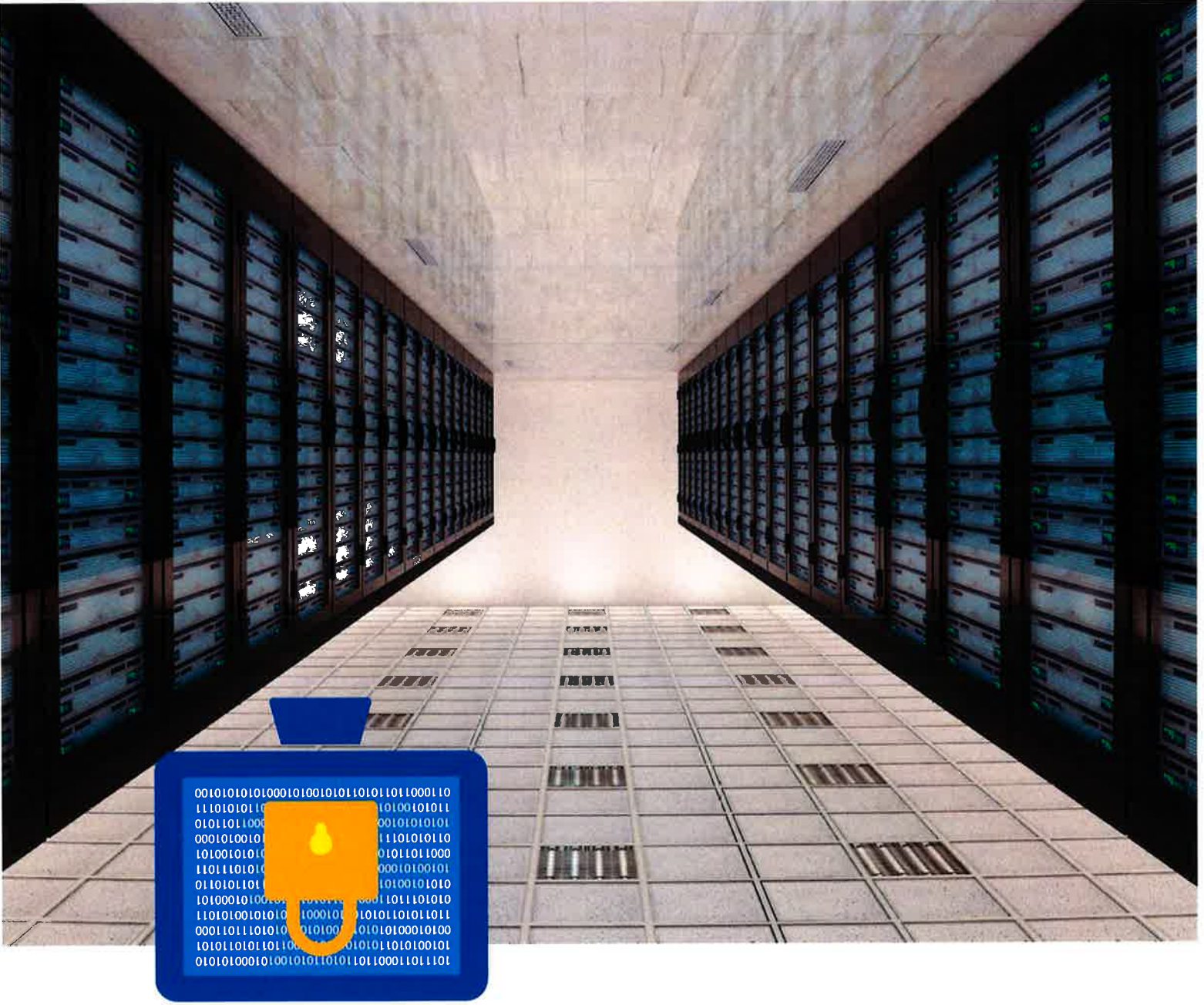
kamstrup.com

Data security and hosting

Kamstrup AML is end-to-end encrypted using multiple data security levels. This ensures your consumers' data is protected. Data communication from each meter is individually encrypted using AES 128-bit encryption. This means consumption data from the meter can only be decrypted by the associated READY Manager and by the mobile units authorized by READY Manager.

Before meters are installed, encryption keys are automatically loaded into READY Manager via direct connection to My Kamstrup portal. Therefore, new meters are automatically available in READY Manager shortly after purchasing them; this automated process eliminates the potential for human error when importing new meters into READY Manager. Furthermore, meter and reading data are stored safely via Kamstrup's secured hosting solution.

Kamstrup is certified to ISO 27001:2013, Information Security Management Systems, which is among the most stringent security certifications.



AMR and AMI – Solution description

READY Manager - Advanced search functions

Being able to easily navigate data collected from AMI is key to harvesting the value of the system. READY Manager has intelligent search functions, where you can combine different categories of meters with freely definable search words. Examples include:

- Choosing to only search among meters that have a certain consumption within a specified period
- Finding all meters with final reads within a specific time period
- Finding all meters where the registers have wrapped the last day

READY Manager – Final read function

With Kamstrup AMI, a final read for consumers moving out can be completed without visiting the meter. The AMI system marks the reading as final for that consumer, indicating the time of vacancy, and is used for final billing. It is possible to search for final reads with the advanced search functions and export all final reads with the export functionality.

READY Manager - Reading performance reporting and visualization

For AMI networks, the demand for high performance is more and more evident. Having the right tool to validate and document the data collection success is important for your operations, as well as other stakeholders, such as city officials. With the performance reading reporting and visualization module, you have access to an overview of the network performance of meters selected. Based on pre-defined performance indicators, you can verify the quality of your network's performance.

Meters available in READY Manager are listed for an easy overview. Each meter is shown within a user-defined area, with its percentage of data messages received. It is possible to create a report that shows the reading performance of a group of meters according to user-defined parameters.

Address	Postal code	City	Serial number	Last missing reading in period	Average performance
			6791221	8/3/2016	0.00 %
			69744164	8/3/2016	0.00 %
			69744165	8/3/2016	0.00 %
			69744166	8/3/2016	0.00 %

AMR and AMI – Solution description

Available Info codes	Description	AMR meters	AMI meters
Low Batt	Some meters might live significantly longer on the battery than specified. Knowing which meters are close to the end of their lifetime makes it possible to improve asset management and lower the lifecycle cost of the meters.		X
Ambient temperature limits	Knowing the ambient temperature of the meter is especially important in areas with temperatures below freezing. The info code "Ambient temperature Low" can warn you of meters that are at risk of frost bursting thus avoiding water loss and consequential damage. The info code "Ambient temperature high" can warn you of risk of bacteria growth and gives you the opportunity to flush water in the system to lower the temperature.		X Trigger level is configurable directly from the AMI network or from the street via app and converter
VI above Qmax	If a meter is operating outside its flow range, this will result in an info code, giving the utility the chance to change the meter to a suitable size. Right-sizing meters is crucial for reducing non-revenue water and managing pressure.		X

With the notification feature in REAdy Manager, the system can automatically forward selected info codes via text message and/or email to a user-defined number of recipients. It is possible to determine which meters and which kind of info codes should trigger a text message/email.

Automatic notification of active info codes
Configuration of automatic emails/SMS regarding active info codes to be sent at specific intervals

Recipient	Active	Subject	Group	Frequency	Immediately	Last sent	Status
+45 51449281	True	REAdy Testutility-Notification	Group 5	Daily (12:20)	True	7/29/2016 11:49 AM +02:00	Failed: The connection to the SMS service failed.
+45 51449281	True		All meters	Daily (12:20)	True		Failed: ServiceUnavailable
+45 60185500	True		All meters	Daily (12:00)	False	8/3/2016 3:00 PM +02:00	Success: The SMS was delivered.

AMR and AMI – Solution description

READY Manager – Info codes and notifications

All meters with alarms and other meter notifications (info codes) are shown in the overview menu "Info codes". Here, alarms can be sorted quickly so the newest and most important info codes can easily be found.

Available Info codes	Description	AMR meters	AMI meters
Leak	By monitoring the consumption pattern, the meter is able to identify leaks in the installation. With information about leaks, the utility can warn the consumer before the water bill escalates. Consequential damage from leaking pipes can be reduced when the leak is discovered early.	X Trigger level is configurable via the IR interface on the meter	X Trigger level is configurable from the AMI network or from the street via app and converter.
Burst	If the consumption in a predefined interval exceeds a certain limit, this is registered as a burst. Quickly being aware of bursts can dramatically decrease water loss and the cost of consequential damage.	X Trigger level is configurable via the IR interface on the meter	X Trigger level is configurable from the AMI network or from the street via app and converter.
Tamper	If forced access to the meter is detected, this is registered as tamper. When tamper is registered, the meter will continue to operate and measure, but an indication in the display and the data package will indicate that tampering has been attempted.	X	X
Dry	If the meter is not filled with water, it will trigger the info code "dry". Meters can be dry either because the supply is interrupted, or because the meter has been taken out of the installation i.e. with the purpose of stealing water.	X	X
Reverse	If the water is flowing in the wrong direction in the meter, it is either because the meter is installed in the wrong direction, or because the water is flowing back into the distribution network. In either case it is valuable information for the utility in order to secure revenue or avoid contamination.	X	X

READY Manager

The handling of meters and meter data takes place in READY Manager. READY Manager opens with a start page and icon-based navigation, making the interface intuitive and easy to use. Basic how-to help can be found by clicking the help icon on the start page.



READY Manager – Visualization of meters

The location of each meter is shown directly on a map in READY Manager to ensure the best overview of the installed meters. By clicking a meter on the map, further information about that meter is shown. The map is based on Google Earth, and therefore, it is possible to use the street view function to see physical features and other details about the installation sites.



READY Manager uses bar charts to visualize historical consumption for individual meters. This provides straightforward data from which your water system can make informed decisions about maintenance. In the same chart, info codes are also shown, making it easy to see possible correlations between consumption and info codes. READY Manager also makes it possible to compare multiple meters in the same graphical chart. The comparison includes data from either pressure sensors, district meters or consumption meters. By comparing pressure and flow in one section, it is possible to discover dimensioning errors and/or assess the need for pressure boosters or pressure reducing valves in parts of the network.



READY Manager - Export of data

To simplify the integration with third-party billing systems, READY Manager makes it possible to export data in flexible export formats. It is possible to generate most formats by selecting the data to export, the order and the separator.

Data can be either exported ad hoc or by creating an automatic job, which exports data to a user-defined FTP/FTPS server in selected intervals. Alternatively, you can set up READY Manager to automatically send out the read data via email in certain intervals.

The handling of meters and meter data takes place in READY Manager, READY Manager opens with a start page and icon-based navigation, making the interface intuitive and easy to use. Basic how-to help can be found by clicking the help icon on the start page.



Intelligent operation ensures high performance

Kamstrup AMI is designed for high reading performance with a minimum number of network components. This is achieved by adding intelligent radio control functions to the network.

Function	Description	Advantage
Automatic power optimizing	When a large number of radio transmitting devices are placed within a small geographical area, the collective "radio-noise" will normally reduce the performance level and result in meters not being read from time to time. Kamstrup AMI continuously monitors the signal strength of which data packages from the meters are received in the collector. By lowering the transmission power of meters received with unnecessarily high signal strength (often meters close by), other meters that would normally not be read due to "radio-noise" can be read. All of this is automatically controlled by the AMI solution.	<ul style="list-style-type: none"> Higher reading performance with less network components Longer battery lifetime on meters close by <p>Note: All meters are designed for operating at maximum transmission power, so lowering the power on nearby meters will potentially extend the life of the meter battery.</p>
Automatic path optimization	In case of a network with more than one collector, the system automatically selects the most optimal collector to read each meter. In cases where a collector is out of operation, other collectors will automatically take over the reading of meters within its range.	<ul style="list-style-type: none"> Higher reading performance with less network components
Acknowledgement & retransmission	When a meter transmits a data package with meter readings, it will receive an acknowledgement when the package is received in the collector. If the meter does not receive the acknowledgement it will automatically include the meter readings in the next data package sent. This will continue for up to 18 hours or until the meter receives an acknowledgement for a received data package. This means that a data package can contain up to 18 hourly values.	<ul style="list-style-type: none"> Higher reading performance with less network components

AMI Fall-back options

Kamstrup AMI is designed to be durable and provide a high reading performance. In cases of unforeseen or planned downtime of the AMI, meters can still be read from street using the READy App and a Bluetooth® converter. Data from AMI meters read via the App and converter become available in READy Manager when synchronizing the App. Data can then be utilized in exactly the same way as if it was read via AMI.

In cases where the AMI is unavailable for a longer period, i.e. if meters are installed in areas not yet covered by the AMI, the meters can be configured to work as an AMR meter. The meters can then be read via drive-by until the AMI is available in that area.

As a final layer of fall-back protection, the internal log stores the daily readings 460 days back in time and hourly values 100 days back in time. The log can be retrieved either from the street via the converter or from the meter via the optical eye.

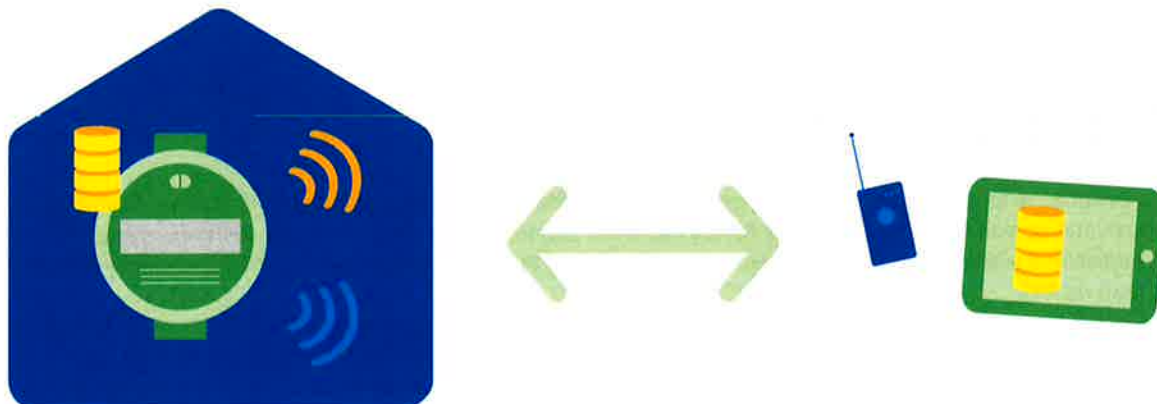
Remote configuring and firmware upgrade of AMI meters

AMI meters with built-in two-way communication can be configured from the street via the READy App or remotely via AMI. This means it is possible to update the meters with new settings from the street without waiting for the consumer to be home or facing logistical issues in accessing the meter.

Settings that can be changed from the street or remotely via AMI

Communication scheme	With daily readings, the meter are read once a day at midnight.
Transmitted register values	Every third hour, the meter transmit a data package containing the hourly values and historical info codes from the last three hours.
Limit adjustments	AMI meters can trigger events in case certain limits are exceeded. These limits can be adjusted.

Technology is always evolving. Firmware upgrades to Kamstrup meters protect your AMI investment by updating the “brains” of the meter with the latest firmware versions without making any hardware changes. Firmware upgrades can be made from the street via the READy App, without accessing the meter.



Configuring meters in an AMI Solution

The meters can be individually configured to communicate according to different communication schemes. The communication schemes can be changed remotely via AMI.

Communication Schemes	
Daily values	With daily readings, the meter is read once a day at midnight.
Hourly values - updated every third hour	Every third hour, the meter transmits a data package containing the hourly values and historical info codes from the last three hours.
Hourly values - updated every hour	Every hour, the meter transmits a data package containing value and info codes from the past hour. NOTE: When a meter is set to this communication scheme, the battery warranty of the meter is voided.

No matter which communication scheme is used, info codes are transmitted instantly, so that they can be responded to quickly to reduce consequential damage.

Reading of logged data from AMI meters

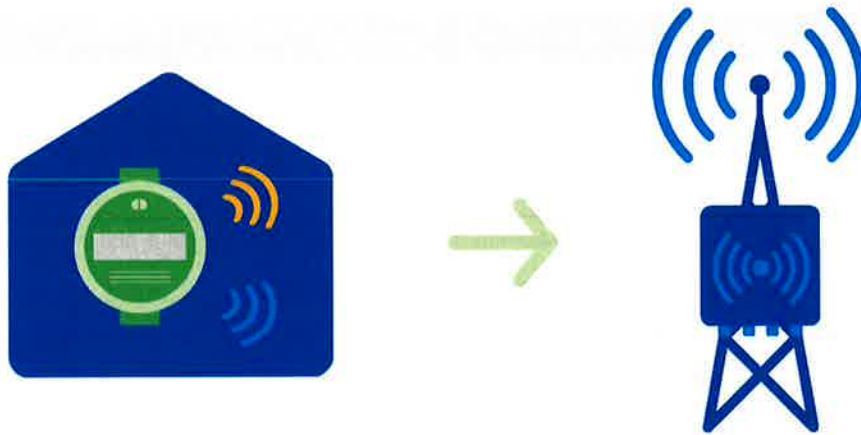
With an AMI meter, no matter if the meter is operating in AMR or AMI mode, the logged data can be read from the street using the READy App. Meters with abnormal consumption patterns can be investigated immediately and without the need to wait for the consumer to make an appointment.

Logged Data	Logged Values
100 days	Hourly values for Volume and Reverse Flow Volume
460 days	<ul style="list-style-type: none">• Daily Volume• Max & Min daily flows• Max, Min & Avg temperature



Reading meters in an AMI Solution

By installing one or more fixed data collectors in a supply area, the meters can be read remotely from the utility and the readings are automatically available in READY Manager.



A data collector consists of one or two antennas, a topbox and a base station.

The antennas are installed as high as possible to pick up signals from as many meters as possible. Typically, the antennas are installed on the roof of buildings in the area.

The topbox is installed as close to the antennas as possible. The antennas are connected to the topbox via coaxial cables; reducing the length of the cable increases the range of the antenna.

From the topbox the signal is digitally sent to the base station via a cable connection. The base station contains a internet modem that can either be based on a wired connection to the internet or use the built in 4G or CDMA connection. The base station is placed at ground level making it easy to change internet connection options (i.e. simcards) without the need for special equipment.

Automatic configuration of data collectors

To ensure the highest reading performance, Kamstrup AMI operates in dedicated frequencies between 450 – 470 MHz. Having a dedicated frequency in the geographical area where the meters are placed is comparable to having the highway for yourself. It ensures a high reading performance with a minimum number of collectors to install and maintain.

The collectors have built-in intelligence, meaning that as soon as the data collector is connected to power and internet, it automatically configures itself to the right frequency and connects to READY Manager. This means that no special IT knowledge is required to install a data collector and in a case where a collector is broken, it can be replaced with any un-configured collector from stock.

Installing AMI meters

The installation function within the READY App ensures the meter is installed correctly while minimizing installation costs and time. The installation function automatically configures the meter to the right frequency and verifies the meter's connection to the data collectors, thus minimizing the need for revisits during the rollout of meters.

AMR and AMI – Solution description

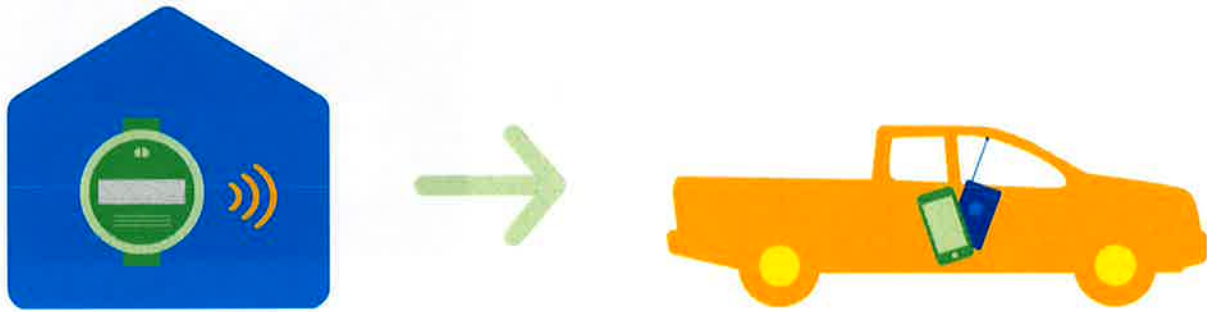
Reading of logged data from AMR meters

In addition to reading meters, the READy App allows for manual reading of the meter's data logger. By placing the Bluetooth®-enabled optical eye on the infrared connection port of the meter, the READy App can access daily consumption and info codes. Meter data can also be made available in READy Manager by synchronizing it in the same way as data read via a mobile unit. This information makes the READy App a useful tool for you to quickly answer questions and solve billing disputes.



Reading meters in an AMR Solution

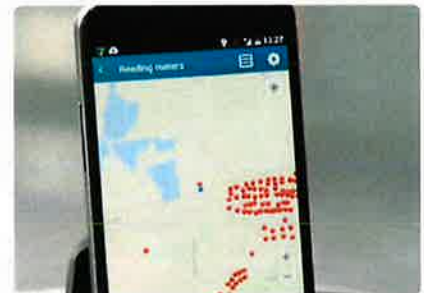
With AMR, meters are read by driving around the supply area with an Android mobile unit (smartphone or tablet) and a small reading unit (READY Converter). Meter data is collected within the READY App. When the reading is complete, meter data is transferred to READY Manager, which is the program on your computer that tracks and stores your meter data.



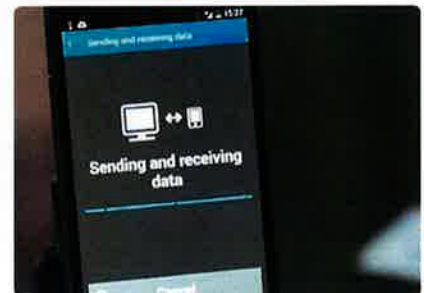
READY App is intuitive, making it easy to use. To start, press the "Send/Receive" button to synchronize data wirelessly between the READY App and READY Manager. Then, simply press "Read meters" on the start screen before starting your route.



During the meter reading process, READY App uses an integrated Google Maps module to show meters that have not yet been read, in order to maximize the efficiency of your route. As soon as the meters are read, they disappear from the map, which provides the meter reader with a clear picture of the remaining meters' locations. The map functions both as an indicator of the remaining meters and as navigation help during the reading. The reading continues during phone calls, but can also be put on hold and continued later.



When the meters have been read, a single push on the button "Send/Receive" makes the data available in READY Manager. This module ensures that the meter reader can continue with other tasks without having to return to the office to transfer data.



AMR and AMI – Solution description

Accurate ultrasonic meters

Kamstrup flowIQ® ultrasonic water meters are based on the transit time method, in which flow is measured by the time it takes for an ultrasonic signal to pass from one transceiver to another. Transit time meters have no moving parts, so they have no risk of wear and tear to the internal components or damage from water impurities. This secures that meters will maintain their accuracy with no drift for the life of the meter.

A specially designed electronic circuit controls all measurements, references, readings, calculations and data communication. The meters are hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display. The meters is IP68 (submersible) type tested and suitable for installation in meter pits.

Meter and communication unit in one

Combining the communication unit and meter in one compact unit significantly reduces installation costs and time. By eliminating the need for fragile wires between the meter and communication unit, water systems can prevent unplanned budget dollars in maintenance costs due to animals, vandalism, flooding, etc. This adds predictability to future planning.

AMR and AMI meters

The meters are available in two different categories with different communication possibilities. AMR meters are optimized for drive-by operation, while AMI meters can be used for both AMR and AMI meter reading.



AMR meter

- Perfect for drive-by
- Daily values logged and available via IR



AMI meter

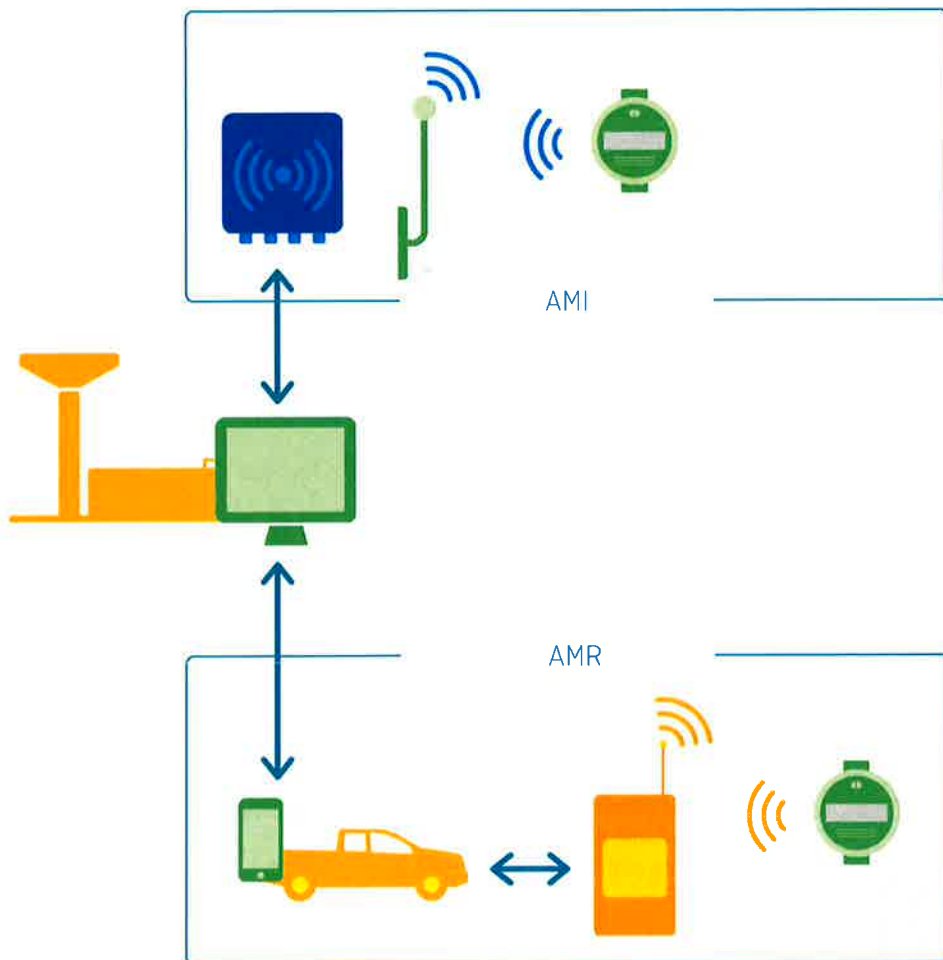
- Perfect for drive-by and AMI
- Hourly values logged and available via remote reading
- Upgradable firmware
- Remote configuring of alarm limit



The AMR/AMI Solution

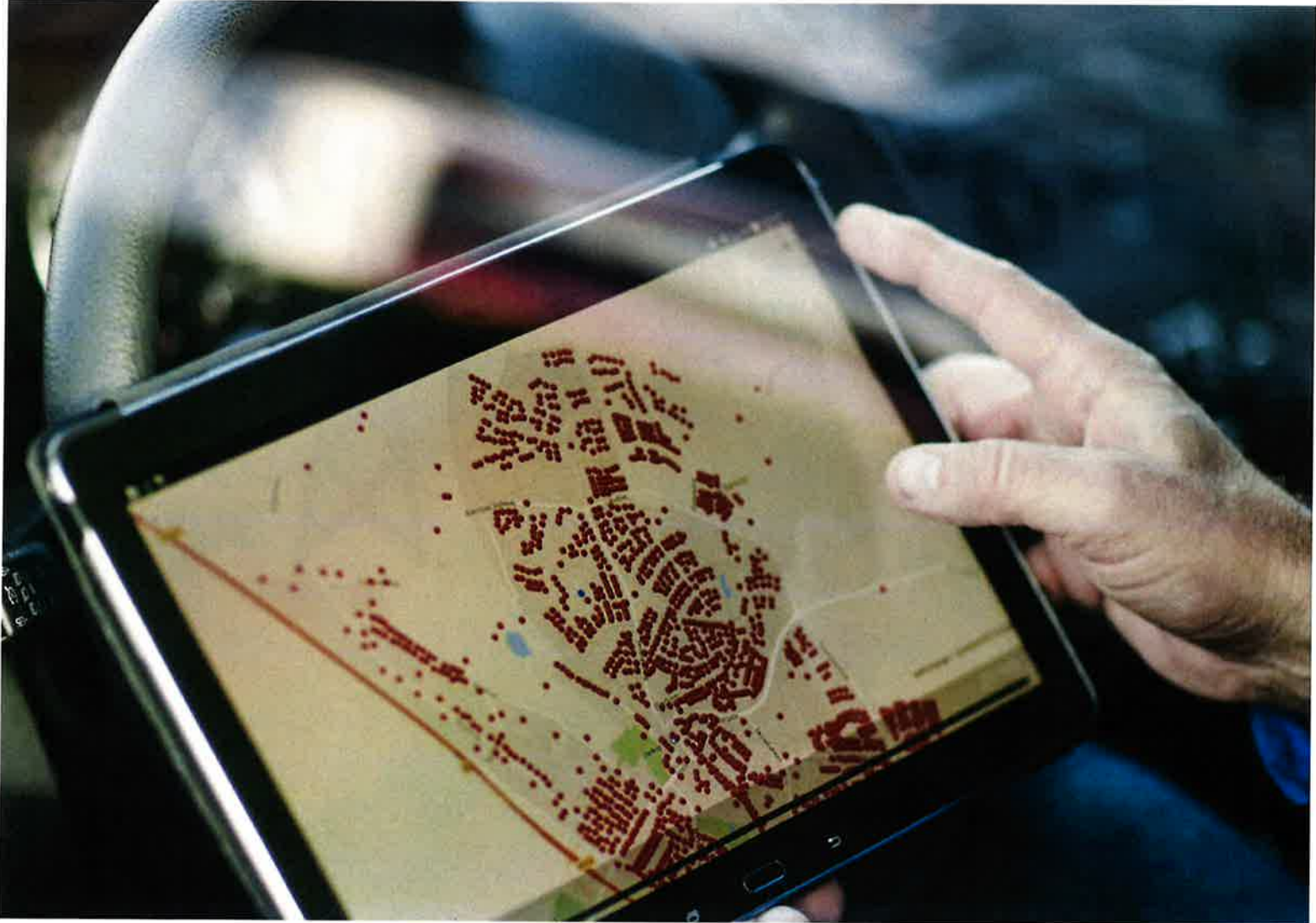
Kamstrup's solution for reading water meters can be used for both drive-by meter reading (AMR) or remote reading via a radio network without leaving the utility (AMI).

The solution is modular, meaning the system offers standardized components that can fit together in a variety of ways. Therefore, your water system can start with AMR and seamlessly progress to AMI – by implementing the system either at one time or in steps. Both the AMR and AMI components are designed for simple installation and commissioning, making it easy to build your own network.



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Solution description

- **Kamstrup AMR and AMI**



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A pioneer in ultrasonic smart metering

Kamstrup has manufactured meters for 70 years.

For a quarter of a century, we have manufactured ultrasonic smart meters.

We have more experience manufacturing ultrasonic meters than any other meter manufacturer in the US water utility market.

flowIQ® 2100	Meter size	Lay length	Start flow	Min. flow	Max. flow
	5/8" (3/4")	7½"	.015 GPM	.10 GPM	25 GPM
	5/8" x 3/4" (1")	7½"	.015 GPM	.10 GPM	25 GPM
	3/4"	7½"	.015 GPM	.10 GPM	32 GPM
	3/4"	9"	.015 GPM	.10 GPM	32 GPM

flowIQ® 3101	Meter size	Lay length	Start flow	Min. flow	Max. flow
	1"	10 3/4"	.04 GPM	.25 GPM	55 GPM
	1½" (flanged)	12 5/8"	.06 GPM	.4 GPM	120 GPM
	1½" (flanged)	13"	.06 GPM	.4 GPM	120 GPM
	2" (flanged)	15 1/4"	.1 GPM	.5 GPM	150 GPM
	2" (flanged)	17"	.1 GPM	.5 GPM	160 GPM

MAG 8000	Meter size
	3" to 48"

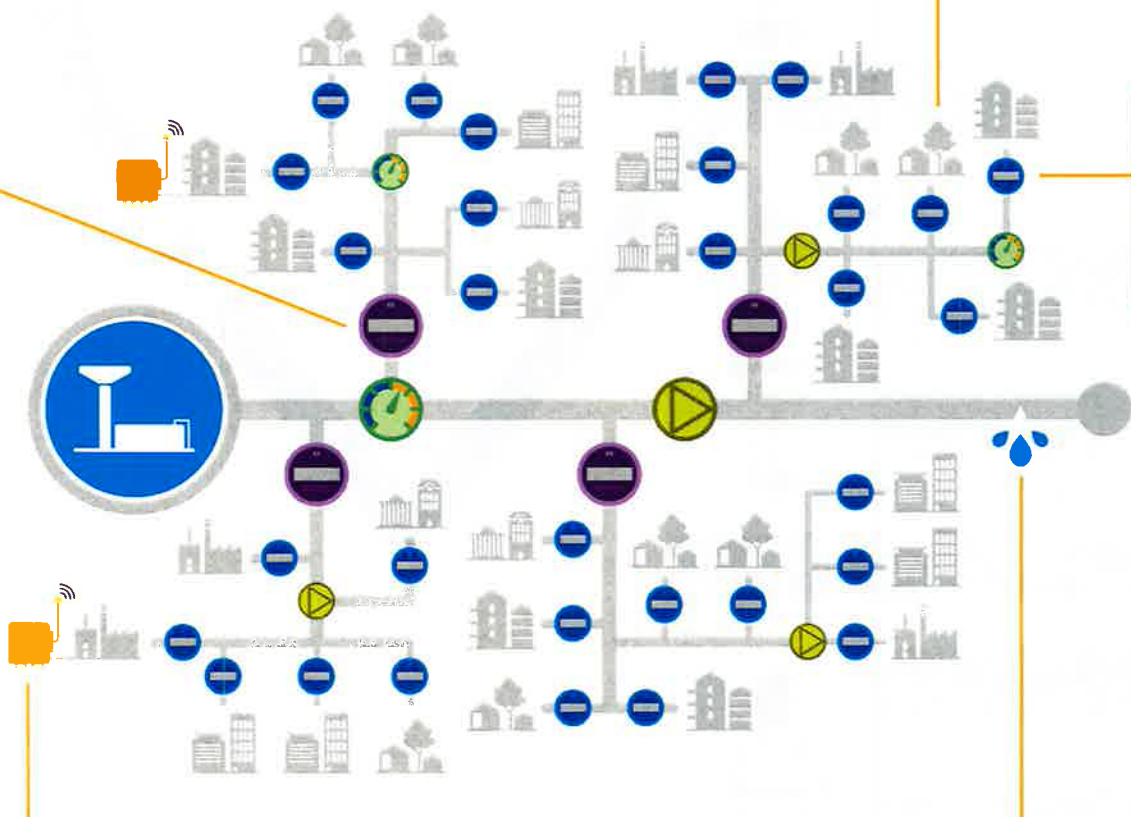
Blueprint of a Smart Distribution Network

The utility has a continuous overview of the water loss in all areas of the distribution network and can take action fast in case of bursts or large leaks

With a smart distribution network, the utility knows the exact consumption of every single user and the precise volume supplied to the different supply areas and sections






Customers see a graphical overview of their water usage via a secure online portal. They can analyze and identify times of high consumption. Customers set-up their own usage limits and receive texts or emails when they begin to approach that limit.

Customer meters measure the consumption down to the last drop and alert meter readers of any tampering, leaks or other irregularities. All meters are read remotely, giving you continuous access to meter data for fast and efficient billing.



You can start by reading meters remotely via drive-by reading, and expand your solution to network reading when you're ready. Remote meter reading is easy to get started, and you can seamlessly migrate to network reading with the same meters - to read on a daily or hourly basis via one or several fixed data collection units.

A smart network utility always has updated knowledge about the pressure in the critical points of the network and can optimize it with variable speed pumps to reduce the risk of bursts, prolong the lifetime of the pipes and reduce the energy costs for pumping.

-  Data Collector
-  District meter
-  Consumer meter
-  Pressure sensor
-  Pump

We understand the complexity of water systems

Taking simple steps to build a smart water network is the safest way to secure reliable results.

Step 1: Install accurate, ultrasonic meters



Bench testing data and real application testing continue to prove how Kamstrup's smart ultrasonic water meters are more accurate in all flow ranges, and particularly at the

low flow range, where most revenue is missed and where most customer leaks occur.

The superior accuracy is also sustained for the life of the meter, years after the meter is installed, it will measure just as accurate as day one.

A Kamstrup flowIQ® smart meter is a highly accurate volume measuring unit - but it does a lot more than that, it measures water and ambient temperatures, notifies the meter reader of leaks, bursts, tamper and reverse flows, and records consumption and all other data points for 460 days.

- 0.015 GPM, industry-leading start flow
- Records temperatures, leaks and bursts, and stores all data inside the meter

Step 2: Read meters remotely with user-friendly tools



Even the self-proclaimed "not-so-tech-savvy" managers have

found Kamstrup's meter reading software and equipment to be user-friendly.

With the scan of a bar code, you have meter locations shown on your smartphone. And it takes only a few simple touches on your smartphone to start reading meters; meters

can be read without planning your route - it works similar to playing Pac-Man; you'll hear the meters being read and they'll disappear from the map during the reading process.

- Get the reading system up and running in minutes
- Read meters using your smartphone or tablet

Let us show you how to build a smart water network in 4 steps. This approach delivers the benefits of smart metering, like increased revenue and decreased costs, while earning the quickest return on your investment.

Step 3: Progress to AMI seamlessly



With a gradual approach to smart metering, you can introduce AMI in small steps, when you're ready to progress from drive-by to fixed network readings. It's a remarkably smooth transition: no IT experts needed.

- MTU is built into the meter - no maintenance and a seamless migration to AMI
- Change meter configuration, such as threshold levels for leaks/bursts, without accessing the meter

Step 4: Get analysis tools for you and customers



Monitor your system with advanced tools, such as non-revenue water analytics, pressure monitoring, and advanced graphical visualizations.

You can give customers access to their consumption data too, which reduces administrative tasks and lets your community benefit from the investment in modern water technology

It enables you to proactively identify risks of bursts and solve them (which your system can self-fund from the increased revenue earned from more accurate meters).

- Analyze your water system's patterns and learn where the risks for bursts are higher
- Give your customers secured online access to their own usage data so they can proactively monitor leaks on their own property

kamstrup

Building a Smart Distribution Network

- your 4-step guide



Kamstrup Water Metering L.L.C.
Limited Warranty for Products and Services sold by Authorized Resellers

The Limited Warranty is valid for normal meter operation and installation only in accordance with product documentation provided by Seller.

- 2.3. **Product Return.** IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP, ACCURACY OR BATTERY LIFE AND (II) NOTIFIES KAMSTRUP WATER METERING L.L.C. IN WRITING OF SUCH DEFECTS, AND (III) RETURNS THE DEFECTIVE PRODUCTS TO KAMSTRUP WATER METERING L.L.C., KAMSTRUP WATER METERING L.L.C. SHALL, AT ITS SOLE DISCRETION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR BATTERIES AS NOTED ABOVE, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS OR BATTERIES. THIS WARRANTY SHALL NOT APPLY TO ANY OF THE FOLLOWING: (A) PRODUCTS THAT HAVE BEEN ALTERED; (B) PRODUCTS THAT HAVE BEEN DAMAGED BY NEGLIGENCE OR ACCIDENT OR BY OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF KAMSTRUP WATER METERING L.L.C.; OR (C) PRODUCTS THAT HAVE BEEN IMPROPERLY USED OR MAINTAINED BY BUYER, OR THAT HAVE BEEN SUBJECTED TO ABNORMAL CONDITIONS OF USE OR MAINTENANCE NOT IN CONFORMITY WITH ACCEPTED INDUSTRIAL PRACTICES OR ANY INSTRUCTIONS, MANUALS OR OTHER DOCUMENTATION PROVIDED BY KAMSTRUP WATER METERING L.L.C.. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD. REJECTED PRODUCTS MAY BE RETURNED ONLY WITH KAMSTRUP WATER METERING L.L.C.'S PRIOR EXPRESS WRITTEN CONSENT AND AT BUYER'S COST AND RISK. IF PRODUCTS ARE RETURNED WITHOUT KAMSTRUP WATER METERING L.L.C.'S PRIOR CONSENT, KAMSTRUP WATER METERING L.L.C. MAY REFUSE TO ACCEPT THE RETURNED PRODUCTS AND MAY RETURN THEM TO BUYER AT BUYER'S COST AND EXPENSE. IN ADDITION, IF BUYER RETURNS PRODUCT TO KAMSTRUP THAT, AFTER TESTING, IS FOUND NOT TO BE DEFECTIVE, THEN BUYER AGREES TO PAY FOR THE COSTS OF TESTING THE PRODUCT INCURRED BY KAMSTRUP WATER METERING, LLC.
- 2.4. **Set-Off.** IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO KAMSTRUP WATER METERING L.L.C., EXCEPT UPON THE WRITTEN CONSENT OF KAMSTRUP WATER METERING L.L.C. FURTHER, THE WARRANTIES PROVIDED FOR HEREIN SHALL NOT APPLY IN THE EVENT BUYER HAS FAILED TO REMIT PAYMENT IN FULL FOR SUCH PRODUCTS.
- 2.5. **WARRANTY DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**
- 2.6. **LIMITATION OF LIABILITY. IN ALL EVENTS, THE LIABILITY OF KAMSTRUP WATER METERING L.L.C., WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS OR BATTERIES IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT SHALL KAMSTRUP WATER METERING L.L.C. BE LIABLE TO BUYER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS, EVEN IF KAMSTRUP WATER METERING L.L.C. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY CLAIM IS BROUGHT AGAINST KAMSTRUP WATER METERING L.L.C. FOR PRODUCT LIABILITY, KAMSTRUP WATER METERING L.L.C.'S LIABILITY SHALL BE LIMITED TO A MAXIMUM OF KAMSTRUP WATER METERING L.L.C.'S AVAILABLE INSURANCE COVERAGE AVAILABLE FOR SUCH DAMAGE, IF ANY. ANY AMOUNT IN EXCESS THEREOF SHALL BE BORNE BY THE BUYER. KAMSTRUP WATER METERING L.L.C. SHALL NOT BE LIABLE FOR ANY DEFECT THAT WAS CAUSED BY THE PRODUCTS HAVING BEEN INTEGRATED INTO PRODUCTS OF BUYER OR THOSE OF ITS CUSTOMERS. KAMSTRUP WATER METERING L.L.C. SHALL NOT BE LIABLE IN THE EVENT THE PRODUCTS SUPPLIED WERE IMPROPERLY USED, TREATED, HANDLED, STORED OR SUPPLIED BASED ON BUYER'S INSTRUCTIONS (INCLUDING, WITHOUT LIMITATION, DESIGN DETAILS, SPECIFICATIONS, PLANS, TEMPLATES OR STORAGE AND TRANSPORT RULES).**
- 2.7. **Damages Disclaimer and Limitation. BUYER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR ANY AND ALL INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR LOSS OF INCOME RELATING TO THE PURCHASE OR USE OF THE PRODUCTS.**



Kamstrup Water Metering L.L.C. Limited Warranty for Products and Services sold by Authorized Resellers

1.0 Definitions. Definitions. As used herein: (a) **Seller.** Seller shall refer to the authorized reseller that is selling Products to Buyer on behalf of Kamstrup Water Metering L.L.C. (b) **Buyer.** Buyer shall refer to the purchaser of goods sold by Seller on behalf of Kamstrup Water Metering L.L.C., as set forth in the particular Sales Order, and shall include all agents, subsidiaries, parent company, and any affiliated entity of Buyer. (c) **Sales Order.** Sales Order shall refer to the purchase order acceptance, order confirmation or invoice issued by Seller reflecting the sale of the Products sold on behalf of Kamstrup Water Metering L.L.C. to Buyer. (d) **Products.** Products shall refer to the products, and related services if any, sold by Seller on behalf of Kamstrup Water Metering L.L.C. to Buyer as identified in the Sales Order.

2.0 Limited Warranty

2.1. **General.** Kamstrup Water Metering L.L.C. warrants that the Products shall be free from defects in Materials and Workmanship for a period of two (2) years from the date of delivery to Buyer (the "Warranty Period").

2.2. **Special Limited Warranty Terms For flowIQ® 2100 Series, flow IQ® 3101 Series Cold Water Meters.** Notwithstanding Section 12.1, with regard to flowIQ® 2100 Series, flowIQ® 3101 Series Cold Water Meters and USB Meter Readers which are delivered to Buyer directly from Kamstrup Water Metering L.L.C., the following warranty terms shall apply:

Accuracy

The Seller warrants that the flowIQ 2100 Water Meters and flowIQ 3101 Water Meters will perform to the accuracy as defined in applicable AWWA standards for a period of twenty (20) years from date of delivery to Buyer. In the absence of published AWWA standards specific to cold water ultrasonic revenue meters the new meter accuracy refers to AWWA standard C708-11 (section 4.2.8) and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C708).

Kamstrup Water Metering L.L.C. shall, at its sole discretion, repair or replace the meter at no cost for year one (1) through year ten (10) following the date of delivery. For year eleven (11) through year twenty (20) following the date of delivery, Kamstrup Water Metering L.L.C. will repair or

replace the meter at the following discounted product list prices in effect at the time of the product return according to the following schedule:

Year	Replacement Price	Year	Replacement Price
1 - 10	no charge	16	50%
11	20%	17	60%
12	25%	18	70%
13	30%	19	80%
14	35%	20	90%
15	40%	21	95%

The Limited Warranty is valid for normal meter operation and installation only in accordance with Product documentation provided by Kamstrup Water Metering L.L.C. with the Products and on its website.

Any meter accuracy claims shall be subject to verification through testing by a NIST Traceable laboratories or ISO 17025 accredited laboratories.

Battery Life

Based on operation of the meter with either communication via the three wire encoded output OR with communication via the embedded radio, the warranty on the system battery in the flowIQ Water Meters shall be for a period of twenty (20) years. Kamstrup Water Metering L.L.C. shall, at sole discretion, repair or replace the meter at no cost for year one (1) through year ten (10) following the date of delivery. For year eleven (11) through year twenty (20) following the date of delivery, Kamstrup Water Metering L.L.C. shall, at sole discretion, repair or replace the meter at the following discounted product list prices in effect at the time of the product return according to the following schedule:

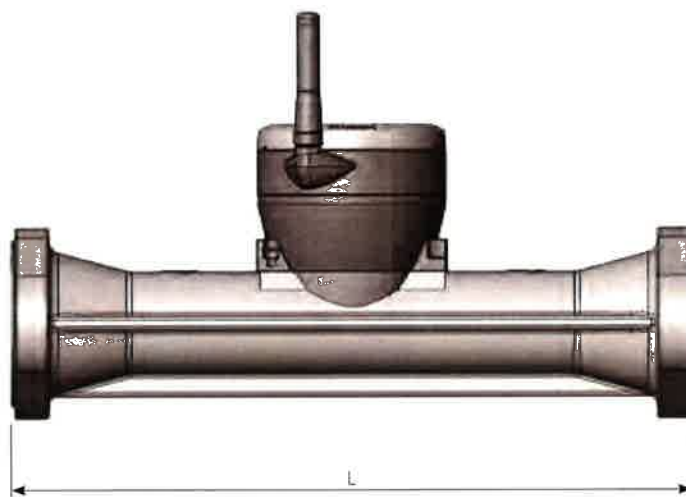
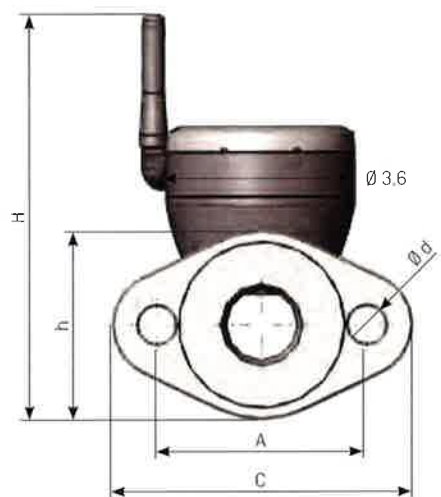
Year	Replacement Price	Year	Replacement Price
1 - 10	no charge	16	50%
11	20%	17	60%
12	25%	18	70%
13	30%	19	80%
14	35%	20	90%
15	40%	21	95%

flowIQ® 3250

Kamstrup A/S - 58101556_C2_US_04.2018

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Roswell, GA 30076, USA
T: +1 (404) 835-6716
info-us@kamstrup.com
kamstrup.com

Model	Meter type	GPM	Connection	L	H	h	A	C	d	Weight approx. [Lbs]
				[Inch]						
3250	8F	120	1½" flange	13"	7.7"	3.6"	4.0"	5.7"	0.79"	13
3250	8H	160	2" flange	17"	8.3"	4.13"	4.49"	6.54"	0.79"	19



Accessories

An overview of suitable accessories can be found in the document: 'Accessories List' on Kamstrup.com.

- Gaskets

(Accessories are ordered separately in BOS [Kamstrup ordering system] and will be delivered as single parts in the packaging)

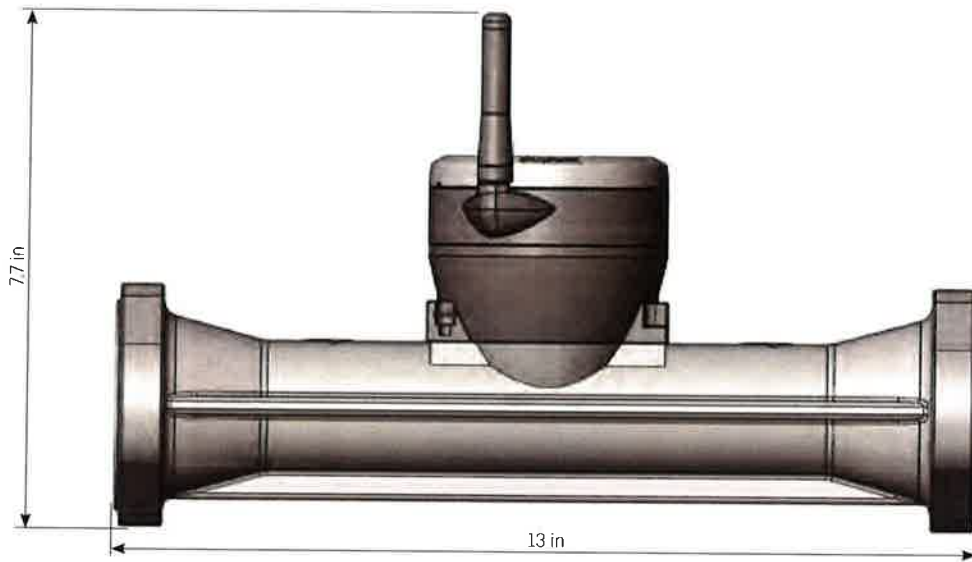
flowIQ® 3250

Dimensional sketches – flowIQ® 3250 (2-part body)

NOTE! Same flanges for in- and outlet.

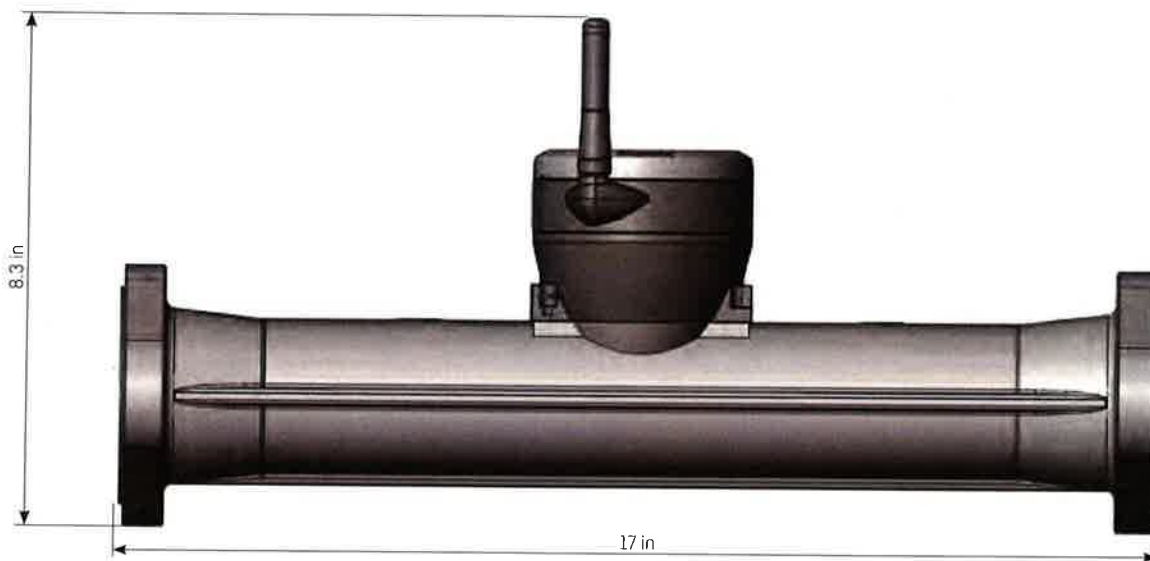
Type: 8F

Size: 120 GPM 1½" / 1½" x 13"



Type: 8H

Size: 160 GPM 2" (F) x 17"



Configuration - flowIQ® 3250

Config	DDD	JJ	LLL	MMMM	N	P	S	U	RR	CCC	V	T	YY	ZZZ
Data logger profile	□□□	□□	□□□	□□□□	□	□	□	□	□□	□□□	□	□	□□	□□□
Standard (default)									01					
Display resolution (alphanumeric)														
000000.000 ft3 - 0.01 GPM - Billing in 100s										110				
0000000.00 ft3 - 0.01 GPM - Billing in 100s										120				
0000000.00 ft3 - 0.01 GPM - Billing in 1,000s										130				
00000000.0 ft3 - 0.01 GPM - Billing in 1,000s										140				
0000000.00 USgal - 0.01 GPM - Billing in 100s										210				
0000000.00 USgal - 0.01 GPM - Billing in 1,000s										220				
00000000.0 USgal - 0.01 GPM - Billing in 1,000s										230				
000000000 USgal - 0.01 GPM - Billing in 1,000s										240				
Temperature units of measure														
Celcius											0			
Fahrenheit											1			
Encryption level														
No encryption												0		
Encryption with separately forwarded key												3		
System														
AMR (Default)													01	
AMI (Configurable with REAdy app/manager)													51	
Data packages - AMR														
Actual: Vol, Monthly: Vol, Min water temp**, Min ambient temp														002
Actual: Vol, Monthly: Vol, Min water temp**, Max ambient temp														003
Data packages - AMI (Configurable with REAdy app/manager)														
Default, Daily - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														501
Default, 3 hour - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														502
Default, 1 hour - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														503
* Volume and software version are always a part of display views														
** Applies only to flowIQ® 2250 (composite)														
Unless otherwise stated in the order, Kamstrup supplies the following:	801	□□	002	000	4	3	3	3	01	220	1	3	01	002

Note: JJ (timezone) and target date are not predefined and has to be chosen in the ordering system.

Configuration - flowIQ® 3250

Config	DDD	JJ	LLL	MMMM	N	P	S	U	RR	CCC	V	T	YY	ZZZ
	□□□	□□	□□□	□□□□	□	□	□	□	□□	□□□	□	□	□□	□□□
Display views*														
Flow	801													
GMT offset														
Time zone														
USA Eastern (GMT-5)	28													
USA Central (GMT-6)	24													
USA Mountain (GMT-7)	20													
USA Pacific (GMT-8)	16													
Target date														
(Handled as order data)														
Max values averaged over time														
[1..120 min.] 2 minutes														
	002													
Customer label														
Alphanumeric [2060-MMMM]														
	0000													
Leakage message limit														
OFF	0													
Flow continuously > 0.1% of max flow	1													
Flow continuously > 0.25% of max flow	2													
Flow continuously > 0.5% of max flow	3													
Flow continuously > 1.0% of max flow	4													
Flow continuously > 2.0% of max flow	5													
Pipe burst limit														
OFF	0													
Flow > 5 % of max flow for 30 minutes	1													
Flow > 10 % of max flow for 30 minutes	2													
Flow > 20 % of max flow for 30 minutes	3													
Ambient Temperature low limit														
OFF	0													
Ambient temperature < 3 °C / 37 °F	3													
Ambient temperature < 6 °C / 43 °F	6													
Ambient Temperature high limit														
OFF	0													
Ambient temperature > 35 °C / 95 °F	3													
Ambient temperature > 45 °C / 122 °F	6													

To be continued on next page...

Ordering details

Start your order by stating the type number of the selected model of flowIQ® 3250. The type number includes information on meter type - meter version, size, lay length, service connection and time zone.

Subsequently the meter configuration, which determines customer-specific requirements such as number of digits in display etc., is selected. The configuration is completed during programming of the final meter.

Accessories are enclosed separately to be mounted by the installer.

Meter type - flowIQ® 3250

Type	□□ □ □ □ □ □ □ □ □
Meter generation	
Second generation	02
Mechanical design	
2-part body, st. steel 1.4408 housing, PPS measuring tube	C
Communication	
AMI, dual-band capable, [2-way]	01
Power supply	
1xD-cell	D
Dynamic range	
AWWA	0
Meter size	
1½" [120GPM]; 1½" Flange; 13" [330mm]	8F
2" [160 GPM]; 2" Flange; 17" [432mm]	8H
Meter type	
Cold water	8
Country code	
North America, FCC and NSF approved	US

Fibre gaskets are supplied along with flowIQ® 2-part body meters.
The features included in the Type Number cannot be changed once the meter has been produced.

Wireless radio communication

Standardized and open communication

902-928 MHz band RF is an open standard, following EN13757-4 : 2010, which means that while the flowIQ® 3250 can be configured with or without encryption of the transmitted signal, encryption is required in the United States.

Encryption protects personal data against unauthorized monitoring. Furthermore, the encryption file provides easy access to import meter data for reading programs.

State of the art meter reader

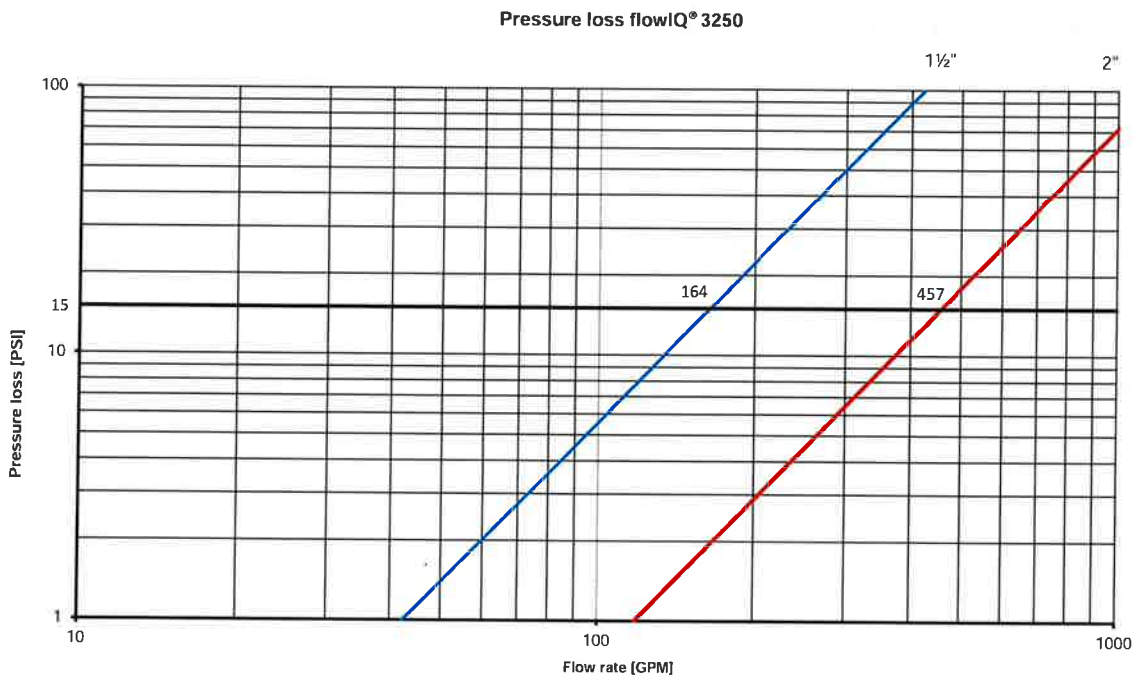
Kamstrup offers mobile meter reading via either the USB meter reader for wireless platforms or READY for use via android based smart phones and tablets.

Pressure loss

According to AWWA standards the maximum pressure loss must not exceed 15 PSI at 20 GPM.

The following graph shows pressure loss with respect to flow rate:

— = 1½"
— = 2"



Standard data logger in the water meter (continued):

Description	Years	Months	Days	Hours
Ambient temp. Min. Month	—	✓	—	—
Ambient temp. Avg. Month	—	✓	—	—
Water temp. Max. Day	—	—	✓	—
Water temp. Min. Day	—	—	✓	—
Water temp. Avg. Day	—	—	✓	—
Ambient temp. Max. Day	—	—	✓	—
Ambient temp. Min. Day	—	—	✓	—
Ambient temp. Avg. Day	—	—	✓	—

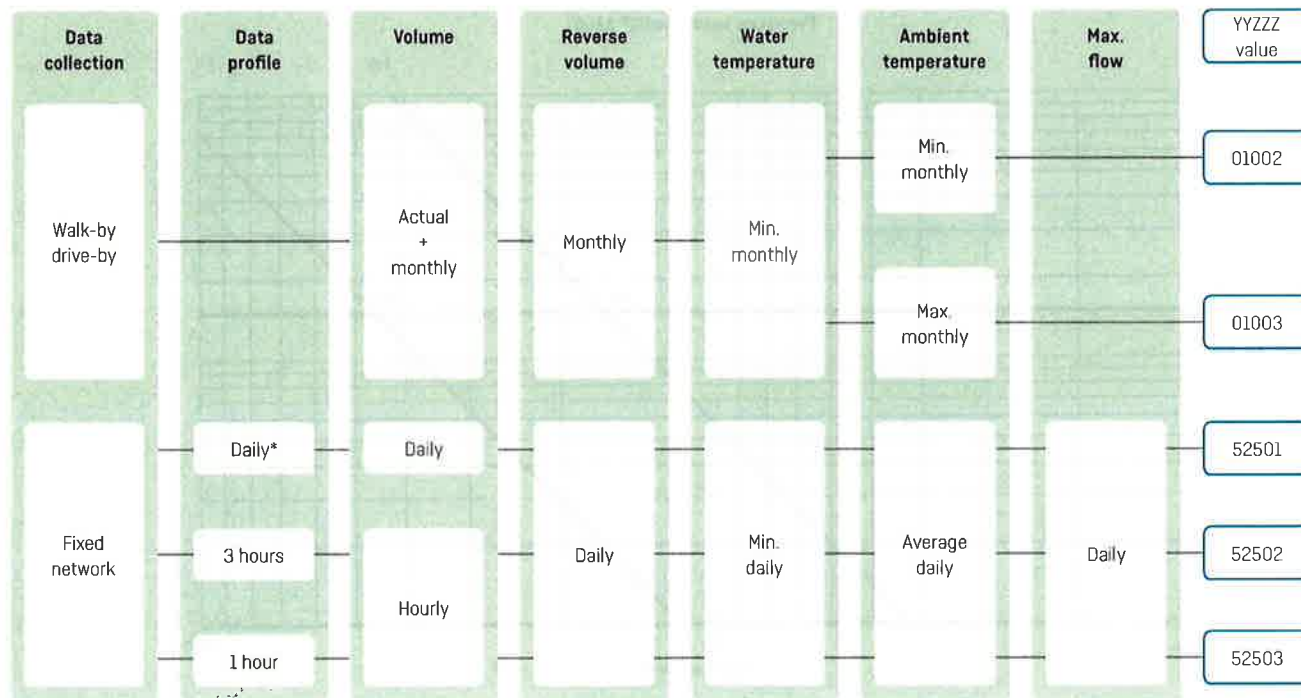
Radio package options

Optional RF output

Some of the data sent via a high-power antenna and integrated 912.5, 915 or 918.5 MHz band RF is optional. It is possible to select one of the data packages with content illustrated in the figure below.

The choices are determined by means of the selected YZZZ-value when ordering a water meter – shown to the right in the figures.

Note: The meters can only be ordered as a walk-/drive-by solution. They can be reconfigured afterwards with READY app, to fit into a fixed network solution.



*The package is transmitted every 3 hours.

Data registers

flowIQ® 3250 has a permanent memory (EEPROM), in which the values of various data loggers are saved. Loggers are available over RF (2 way communication) or through the optical eye.


The meter includes the following registers:

Data logging interval	Data logging depth	Logged value
Yearly logger	20 years	See Standard data logger in the water meter below
Monthly logger	36 months	See Standard data logger in the water meter below
Daily logger	460 days	See Standard data logger in the water meter below
Hourly value	2400 hours (100 days)	See Standard data logger in the water meter below
Info logger	50 events	Info code, meter reading and date
Service log	Service log Year depth = 25 Service log Month depth = 6 Config log depth = 26 Adjust Log depth = 10 Tamper Log depth = 10 Software download progress depth = 100 Software download success log depth = 10	Minimum Ambient temperature for the year Maximum Ambient temperature for the year Average Ambient temperature for the year

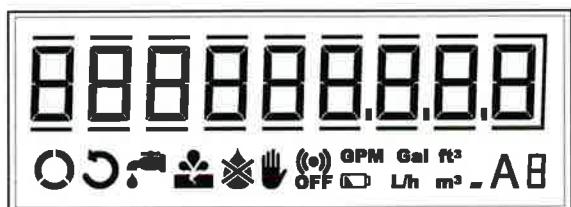
Standard data logger in the water meter:










Description	Years	Months	Days	Hours
Logger depth	20	36	460	2400
Operating hours	✓	✓	✓	✓
Info codes incl. hour counter	✓	✓	✓	✓
Volume	✓	✓	✓	✓
Volume reverse	✓	✓	✓	✓
Flow max year incl. Date	✓	–	–	–
Flow min year incl. Date	✓	–	–	–
Flow max month incl. Date	–	✓	–	–
Flow min month incl. Date	–	✓	–	–
Flow max day incl. Timestamp	–	–	✓	–
Flow min day incl. Timestamp	–	–	✓	–
Water temp. Max. Year	✓	–	–	–
Water temp. Min. Year	✓	–	–	–
Water temp. Avg. Year	✓	–	–	–
Ambient temp. Max. Year	✓	–	–	–
Ambient temp. Min. Year	✓	–	–	–
Ambient temp. Avg. Year	✓	–	–	–
Water temp. Max. Month	–	✓	–	–
Water temp. Min. Month	–	✓	–	–
Water temp. Avg. Month	–	✓	–	–
Ambient temp. Max. Month	–	✓	–	–

Display and information codes

The meter is fitted with an easily readable LCD-display including 9 digits, a field for measuring units and an information field with info codes. The three rightmost digits can be used to indicate decimals. Flow can be displayed by activating the fingertouch  button to the right of the display.

The display layout is shown in the figure below:



Info code	Icon/symbol	Meaning
FLOW		The three segments will switch on alternately, to indicate water flow in the meter
REVERSE FLOW		An arrow appears if there is reverse flow
LEAK		Symbol is flashing if the water has not been stagnant in the meter during the past 24 hours. This may be a sign of a leaky faucet or toilet.
BURST		Symbol is flashing if the water flow has exceeded a pre-programmed limit for a minimum of 30 minutes, which is a sign of a pipe breakage
DRY		Symbol is flashing if the meter is not water-filled
TAMPER		Icon appears by attempt of fraud. The meter is no longer valid for billing purposes
BATTERY		Icon appears when the expected capacity left is 6 months
ACTIVE METER INDICATION		A small flashing square indicates that the meter is active
METER ADJUSTMENT	AB	This info code will appear if the meter has been dismantled, tested and the basic flow measurement has been adjusted
RADIO OFF		Symbol is flashing if the meter is still in transport mode with the built-in radio transmitter turned off. The transmitter turns on automatically when the first ¼ gallon of water has run through the meter
VOLUME AND FLOW UNIT	GPM Gal ft³ L/h m³	Showing the configured volume unit. (Note! 'GPM' icon flashes continuously when the meter is set up to Imperial gallon)

Information codes 'LEAK', 'BURST', 'DRY' and 'REVERSE' switch off automatically, when the conditions that activated them no longer exist. In other words, 'LEAK' disappears when the water is stagnant; 'BURST' disappears when the consumption falls to normal level; 'REVERSE' disappears when the water no longer flows in the wrong direction; and 'DRY' disappears when the meter again is filled with water.

Measurement of temperatures

Temperature monitoring

flowIQ® 3250 measures ambient temperatures. The measurements can be used to monitor the installation and to give an indication of the temperature of the water when the water reaches the end user. Both temperatures are logged in the daily and monthly records.

Minimum, mean and maximum values are logged daily. The register contains the last 460 days.

On the first day of each month the minimum, maximum and average temperatures, recorded in the past month, are stored in the register. The register stores values from the last 36 months.

Temperature values are referred to in °F and can be read via the optical eye and send by the Wireless RF radio signal. Optional temperature combinations in the radio package are described in the section 'Optional data in data logger'.

Ambient temperatures

Monitoring the ambient temperature of the installation can be used as a warning of freezing temperatures or unintended high temperatures. The measurement in the meter housing corresponds to the ambient temperature where the meter is installed. The temperature is measured every minute. The maximum and minimum values are calculated based on a 2 minute average value. The average temperature is a time-weighted mean value.

Water temperatures

Water temperature measurements are made as an indirect measurement of the water using the ultrasound signal. The water temperature is measured every 32 seconds.

The maximum and minimum values are calculated every 2 minutes and is based on an average since the last calculation. Measurement of water temperature requires that the meter is filled with water. If there is no water within the meter a code will be saved, indicating DRY.

During periods of very low water consumption the water temperature approaches the ambient temperature. In periods where there is no water flow, a code is stored indicating that there is no consumption.

Meter sizes

flowIQ® 3250 is available in these sizes:

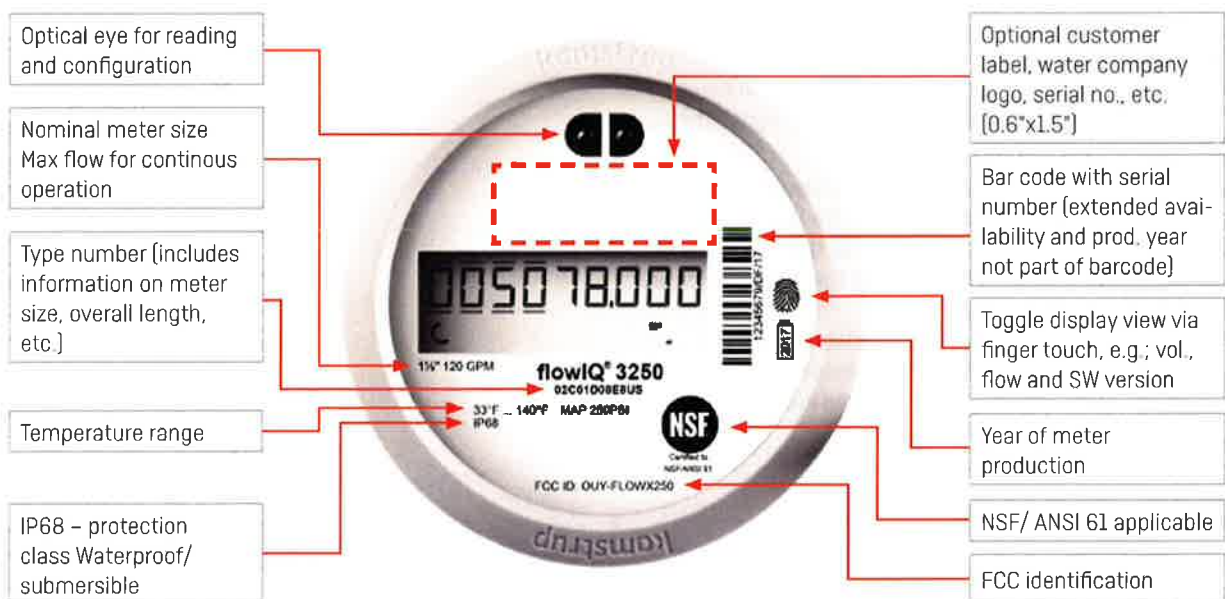
Type number	Meter size	Start flow (S)	Max. flow	Min. flow	Transition flow ¹⁾	Pressure loss ²⁾ max flow	Connection on meter	Lay length	Non-return valve	Strainer	Temp. measurement of water
RF version	Inches	GPM	GPM	GPM	GPM	PSI	NPSM thread	Inches			
02-C-01-D-0-8F-8US	1½"	0.06	120	0.4	1.2	8.0	1½" flange	13"/(330)	N/A	No	No
02-C-01-D-0-8H-8US	2"	0.1	160	0.5	1.5	2.0	2" flange	17"/(432)	N/A	No	No

¹⁾ At flows between 'Start flow' and 'Minimum flow' measurement occurs, but accuracy is not warranted.

²⁾ According to AWWA standards the maximum pressure loss must not exceed 15 PSI at 20 GPM (5/8" to 1" meters).

Meter face details

Meter information in permanent laser engraved text.



Technical data

Electrical data

Battery D-Cell battery, 3.6V, 17Ah

Mechanical data

Protection class IP68-rated (waterproof/submersible)

Maximum operating pressure

Flange mounted 300 PSI

flowIQ® 3250, 2-part body:

Ambient/meter temperature

flowIQ® 3250, 2-part body: 35 °F...130 °F

Water temperature

flowIQ® 3250, 2-part body: 33 °F...120 °F

Storage temp. empty sensor

-10 °F...140 °F

Accuracy

MPE (maximum permissible error) according to AWWA C-708.

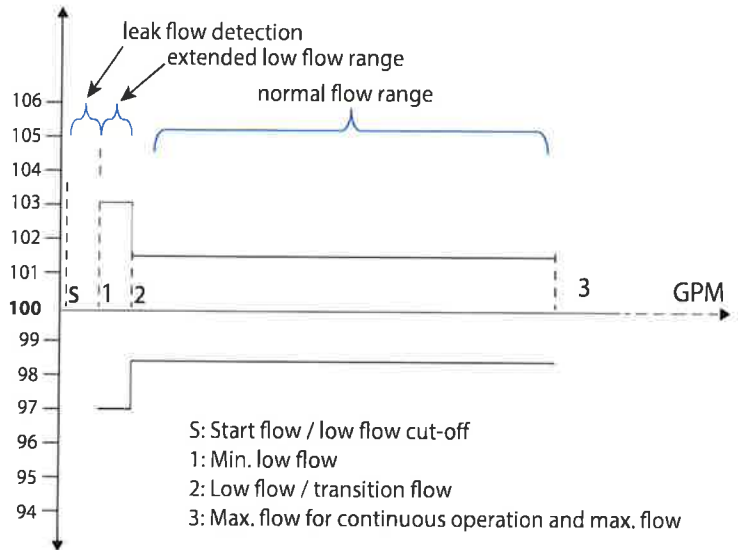
± 3 % in extended low flow range

± 1.5 % in 'normal flow' range

Approvals

Certified to NSF/ANSI 61

Complies to part 15 of the FCC rules



Material

flowIQ® 3250 (2-part body model)

Wetted parts

Flow part, threaded/flanged	Stainless Steel 316L
O-ring/gasket	EPDM
Measuring tube	PPS with fiberglass
Reflectors	Stainless steel

External meter parts

Meter housing	Polyphenylene sulfide (PPS) – 40 % fibreglass
Cover	Glass
Spring ring	Stainless steel
Top ring (sealing)	Polycarbonate (gray)

Installation

flowIQ® 3250 is easy to install in all operating environments, horizontally as well as vertically, independent of piping and installation conditions. Consumption data can be read visually from the display, using an optical eye, and remotely read, either by 912.5, 915 or 918.5 MHz (AMR) and 450-470 MHz (AMI) band RF signal, built into the meter.

Specific features

flowIQ® 3250 measures the water and environment temperatures and it includes leak detection, securing that water loss is discovered quickly.

The unique combination of all the flowIQ® 3250 features reduces current operating costs to measure water usage and minimizes unexpected expenses in connection with possible leakage.

Environmentally friendly

The meter has been approved according to Drinking Water Standards in multiple countries, and it is certified to NSF/ANSI 61. The meter housing and measuring part are made of the synthetic material polyphenylene sulfide (PPS) with 40 % fiberglass, which is free from lead and other heavy metals. The environmental report, Carbon Footprint, documents the meter's high reusability and low environmental impact, including recycling of materials.

Hygiene

To protect the health of the consumers Kamstrup has a hygienic manufacturing process of the water meters. Kamstrup has a highly automated manufacturing process, and only uses materials which are approved for drinking water. Furthermore the products gets disinfected before dispatch. The hygiene is being controlled by external accredited laboratories and by frequent audits.

General description

flowIQ® 3250 is a hermetically sealed water meter intended for measurement of cold water consumption in residential, multi-unit buildings and commercial applications.

flowIQ® 3250 employ the ultrasonic measurement principle, based on Kamstrup's experience since 1991, with the initial development and production of static ultrasonic meters.

flowIQ® 3250 has been subjected to a very comprehensive set of type tests in order to ensure a long-term stable, accurate and reliable meter. One of flowIQ® 3250's many advantages is the fact that it has no wearing parts, which entails longevity. flowIQ® 3250 complies with all applicable AWWA standards.

In the flowIQ® 3250 series a composite housing is mounted on a stainless steel meter body. Thus, the electronics are fully protected against internal or external penetration of water.

flowIQ® 3250 is suitable for measurement in multi-unit apartments and light commercial premises. The meter is suitable for mounting in pump stations or wellheads, as it will also function in fully submerged conditions.

flowIQ® 3250 can and must only be opened by Kamstrup A/S. If the meter has been opened and the sealing has thus been broken, the meter is no longer valid for billing purposes and the warranty is void.

flowIQ® 3250 measures the water consumption electronically, as a volume, using a pair of ultrasonic signals. Through two ultrasonic transducers, an audio signal is sent with and against the flow direction. A transducer serves both as a 'speaker' when transmitting and as a 'microphone' when a signal is received. The ultrasonic signal traveling with the flow will be the first to reach the opposite transducer, while the signal running against the flow will be received a little later. The time difference, between the two signals, can be converted into flow velocity, and thereby also into a volume. The measuring principle is a proven, long-term stable and accurate measuring principle.

flowIQ® 3250's display has been specially designed to operate in a wide temperature range, with high contrast, regardless of lighting – and therefore easy to read – and still have long lifetime.

In addition to volume reading, an indication of current flow and a number of other information codes are displayed. All registers are saved daily in the meter data logger (EEPROM) and are kept for 460 days. Furthermore, monthly data for the latest 36 months, hourly data for the latest 100 days and 50 infocode events are saved.

flowIQ® 3250 is powered by an internal lithium battery which can provide up to 20 years operating life.

flowIQ® 3250 is available with a choice of two integrated data communication options:

- 912.5, 915 or 918.5 MHz – Wireless Radio version (RF) for Wireless M-Bus – US localization of European standard for remote reading of meters EN 13757-4
- 450-470 MHz is used in AMI (Fixed network)

The meter is fitted with an optical eye which makes it possible to read saved consumption data and info codes, stored in the meter's data logger. Using an optical reading head, with USB connection, the optical eye, in addition, allows the meter to be configured.

Contents

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Electronic ultrasonic cold water meter for measurement of cold water consumption in households, multi-unit buildings and industry.

Pinpoint accuracy

Ultrasonic flow measurement guarantees pinpoint accuracy and longevity. Ultrasonic flow measurement is based on the transit time method, and all measurements, references, readings, calculations and data communication are controlled by an advanced, specially designed electronic circuit. Thus, the meter includes no moving parts, which makes flowIQ® 3250 resistant to wear and impurities in the water.

Construction

The meter is hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display. The meter is IP68 (submersible) type tested and suitable for installation in meter pits.

flowIQ® 2250

Accessories

An overview of suitable accessories can be found in the document: 'Accessories List' on Kamstrup.com.

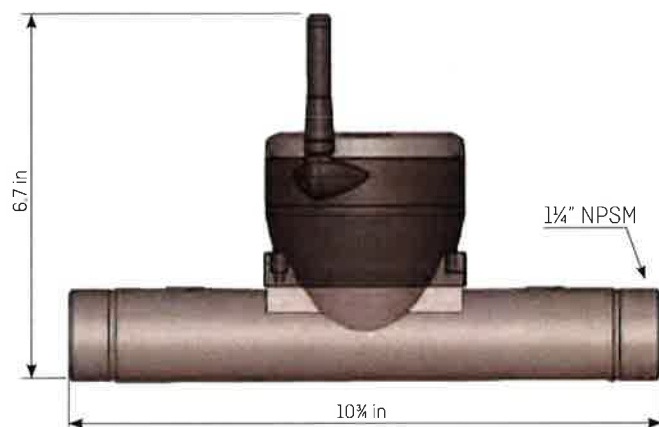
- Extender
- Strainer
- Check valve
- Couplings
- Gaskets

[Accessories are ordered separately in BOS (Kamstrup ordering system) and will be delivered as single parts in the packaging]

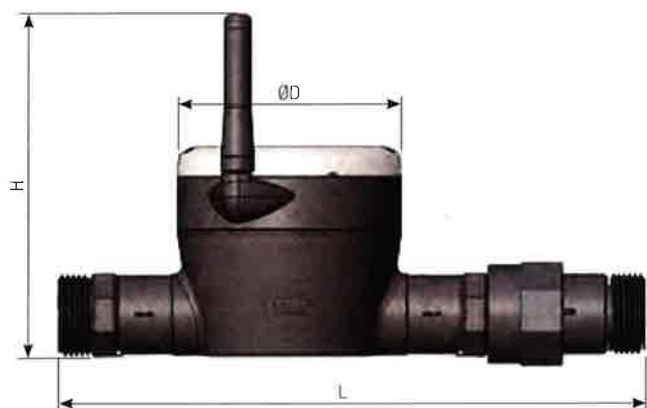
Dimensional sketches – flowIQ® 2250 (2-part body)

Type: 8D

Size: 55 GPM 1" x 1¼" x 10¾"



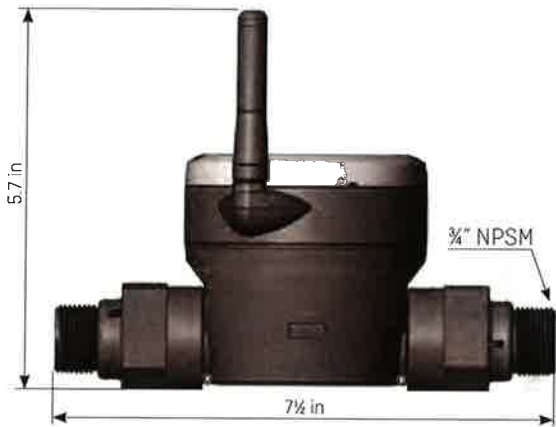
Model	Meter type	GPM	NPSM thread	L	H	øD	Weight approx. [Lbs]
				[Inch]			
2250	8A	25	¾" x ½"	7½"	5.7"	3.6"	1.07
2250	8B	25	¾" x ¾"	7½"	5.5"	3.6"	1.02
2250	8C	32	¾"	7½"	5.5"	3.6"	1.02
2250	8C+	32	¾"	9"	5.7"	3.6"	1.11
2250	8D	55	1¼"	10 ¾"	6.7"	3.6"	4.1



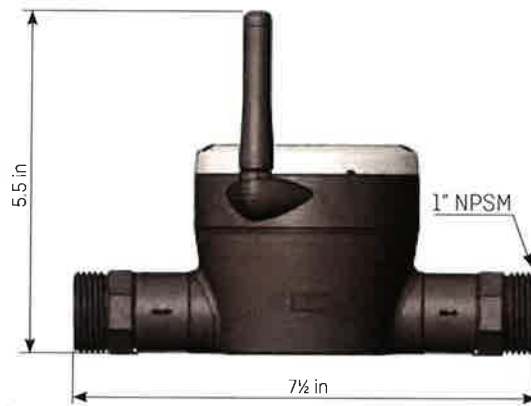
Dimensional sketches – flowIQ® 2250 (composite)

NOTE! Same threads for in- and outlet.

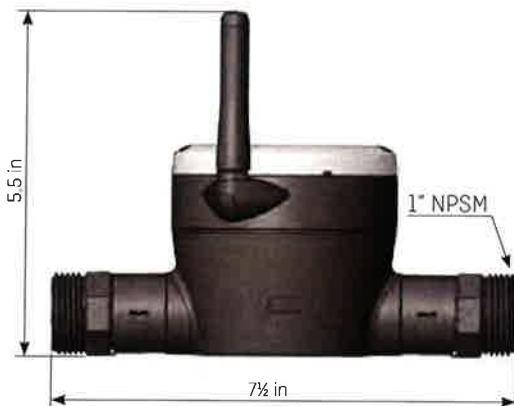
Type: 8A
Size: 25 GPM $\frac{5}{8}$ " x $\frac{1}{2}$ " x $7\frac{1}{2}$ "



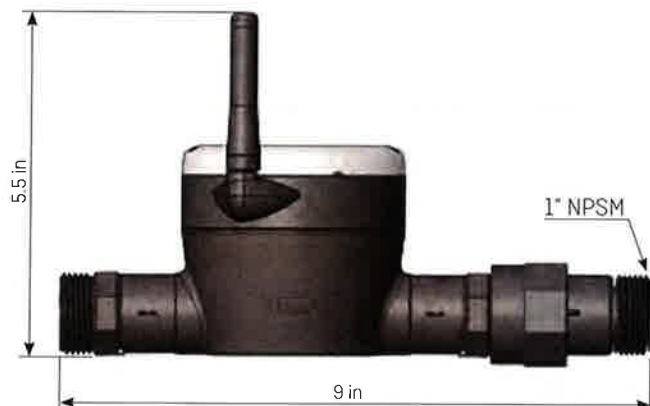
Type: 8B
Size: 25 GPM $\frac{5}{8}$ " x $\frac{3}{4}$ " x $7\frac{1}{2}$ "



Type: 8C
Size: 32 GPM $\frac{3}{4}$ " x $\frac{3}{4}$ " x $7\frac{1}{2}$ "



Type: 8C+
Size: 32 GPM $\frac{3}{4}$ " x $\frac{3}{4}$ " x 9"



Configuration - flowIQ® 2250

Config	DDD	JJ	LLL	MMMM	N	P	S	U	RR	CCC	V	T	YY	ZZZ
Data logger profile Standard (default)									01					
Display resolution (alphanumeric)														
000000.000 ft3 - 0.01 GPM - Billing in 100s										110				
0000000.00 ft3 - 0.01 GPM - Billing in 100s										120				
0000000.00 ft3 - 0.01 GPM - Billing in 1,000s										130				
00000000.0 ft3 - 0.01 GPM - Billing in 1,000s										140				
0000000.00 USgal - 0.01 GPM - Billing in 100s										210				
0000000.00 USgal - 0.01 GPM - Billing in 1,000s										220				
00000000.0 USgal - 0.01 GPM - Billing in 1,000s										230				
000000000 USgal - 0.01 GPM - Billing in 1,000s										240				
Temperature units of measure														
Celcius											0			
Fahrenheit											1			
Encryption level														
No encryption												0		
Encryption with separately forwarded key												3		
System														
AMR (Default)													01	
AMI (Configurable with READy app/manager)													51	
Data packages - AMR														
Actual: Vol, Monthly: Vol, Min water temp**, Min ambient temp														002
Actual: Vol, Monthly: Vol, Min water temp**, Max ambient temp														003
Data packages - AMI (Configurable with READy app/manager)														
Default, Daily - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														501
Default, 3 hour - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														502
Default, 1 hour - Vol, reverse vol, Min water temp**, Avg ambient temp, Max flow														503

* Volume and software version are always a part of display views
 ** Applies only to flowIQ® 2250 (composite)

	DDD	JJ	LLL	MMMM	N	P	S	U	RR	CCC	V	T	YY	ZZZ
Unless otherwise stated in the order, Kamstrup supplies the following:	801	□□	002	000	4	3	3	3	01	220	1	3	01	002

Note: JJ (timezone) and target date are not predefined and has to be chosen in the ordering system.

Configuration - flowIQ® 2250

Config	DDD	JJ	LLL	MMMM	N	P	S	U	RR	CCC	V	T	YY	ZZZ
	□□□	□□	□□□	□□□□	□	□	□	□	□□	□□□	□	□	□□	□□□
Display views*														
Flow	801													
GMT offset														
Time zone														
USA Eastern (GMT-5)		28												
USA Central (GMT-6)		24												
USA Mountain (GMT-7)		20												
USA Pacific (GMT-8)		16												
Target date														
(Handled as order data)														
Max values averaged over time														
(1..120 min.) 2 minutes			002											
Customer label														
Alphanumeric (2060-MMMM) 0000														
Leakage message limit														
OFF							0							
Flow continuously > 0.1% of max flow							1							
Flow continuously > 0.25% of max flow							2							
Flow continuously > 0.5% of max flow							3							
Flow continuously > 1.0% of max flow							4							
Flow continuously > 2.0% of max flow							5							
Pipe burst limit														
OFF							0							
Flow > 5 % of max flow for 30 minutes							1							
Flow > 10 % of max flow for 30 minutes							2							
Flow > 20 % of max flow for 30 minutes							3							
Ambient Temperature low limit														
OFF							0							
Ambient temperature < 3 °C / 37 °F							3							
Ambient temperature < 6 °C / 43 °F							6							
Ambient Temperature high limit														
OFF							0							
Ambient temperature > 35 °C / 95 °F							3							
Ambient temperature > 45 °C / 122 °F							6							

To be continued on next page...

Ordering details

Start your order by stating the type number of the selected model of flowIQ® 2250. The type number includes information on meter type - meter version, size, lay length, service connection and time zone.

Subsequently the meter configuration, which determines customer-specific requirements such as number of digits in display etc., is selected. The configuration is completed during programming of the final meter.

Accessories are enclosed separately to be mounted by the installer.

Meter type - flowIQ® 2250

Type	□□ □ □ □ □ □□ □ □□
Meter generation	
Second generation	02
Mechanical design	
1-part body, PPS housing, PPS measuring tube	A
2-part body, st. steel 1.4408 housing, PPS measuring tube	C
Communication	
AMI, dual-band capable, [2-way]	01
Power supply	
1xD-cell	D
Dynamic range	
AWWA	0
Meter size	
½" x ½" [25GPM]; ¾" NPSM; 7½" [190mm]	8A
¾" x ¾" [25GPM]; 1" NPSM; 7½" [190mm]	8B
¾" [32GPM]; 1" NPSM; 7½" [190mm]	8C
1" [55GPM]; 1¼" NPSM; 10¾" [273mm]	8D
Meter type	
Cold water	8
Country code	
North America, FCC and NSF approved	US

3 mm EDPM rubber gaskets are included with all flowIQ® composite meters. Fibre gaskets are supplied along with flowIQ® 2-part body meters.

The features included in the Type Number cannot be changed once the meter has been produced.

Wireless radio communication

Standardized and open communication

902-928 MHz band RF is an open standard, following EN13757-4 : 2010, which means that while the flowIQ® 2250 can be configured with or without encryption of the transmitted signal, encryption is required in the United States.

Encryption protects personal data against unauthorized monitoring. Furthermore, the encryption file provides easy access to import meter data for reading programs.

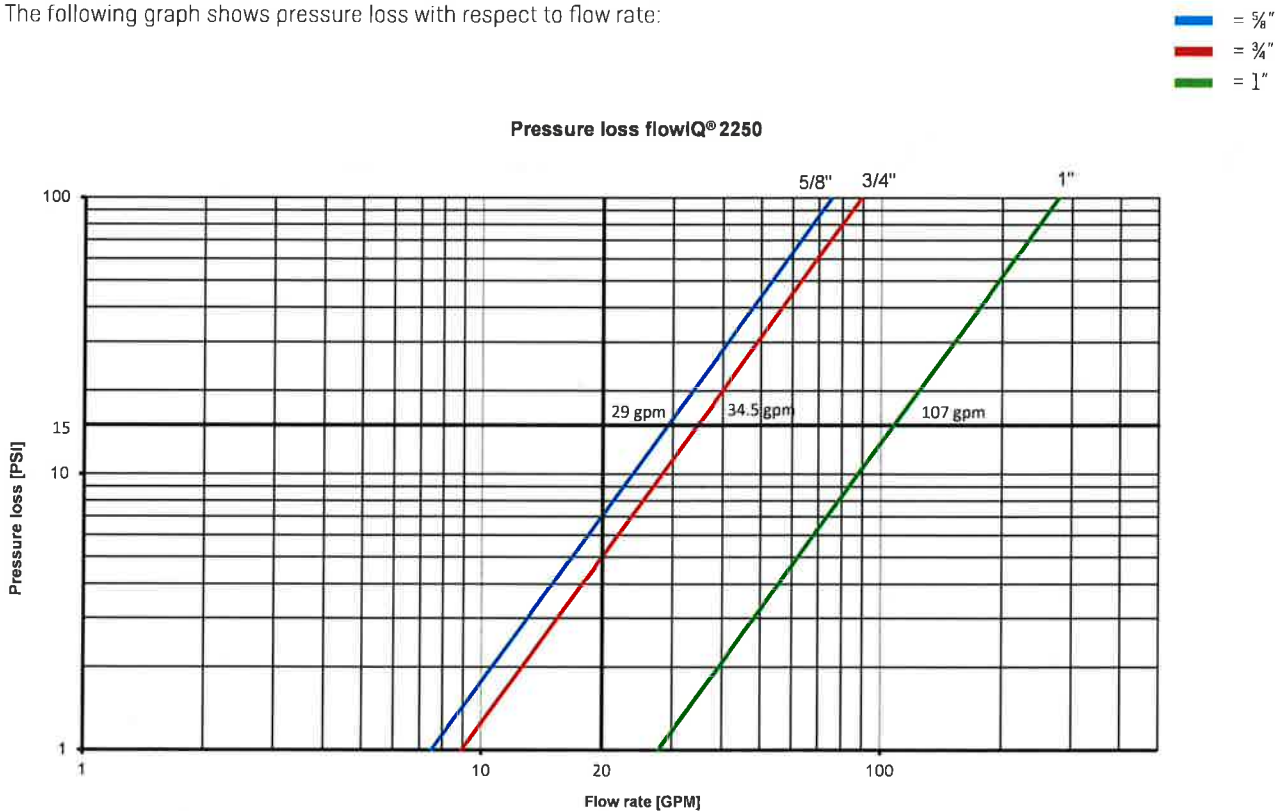
State of the art meter reader

Kamstrup offers mobile meter reading via either the USB meter reader for wireless platforms or READY for use via android based smart phones and tablets.

Pressure loss

According to AWWA standards the maximum pressure loss must not exceed 15 PSI at 20 GPM.

The following graph shows pressure loss with respect to flow rate:



Standard data logger in the water meter (continued):

Description	Years	Months	Days	Hours
Ambient temp. Min. Month	—	✓	—	—
Ambient temp. Avg. Month	—	✓	—	—
Water temp. Max. Day	—	—	✓	—
Water temp. Min. Day	—	—	✓	—
Water temp. Avg. Day	—	—	✓	—
Ambient temp. Max. Day	—	—	✓	—
Ambient temp. Min. Day	—	—	✓	—
Ambient temp. Avg. Day	—	—	✓	—

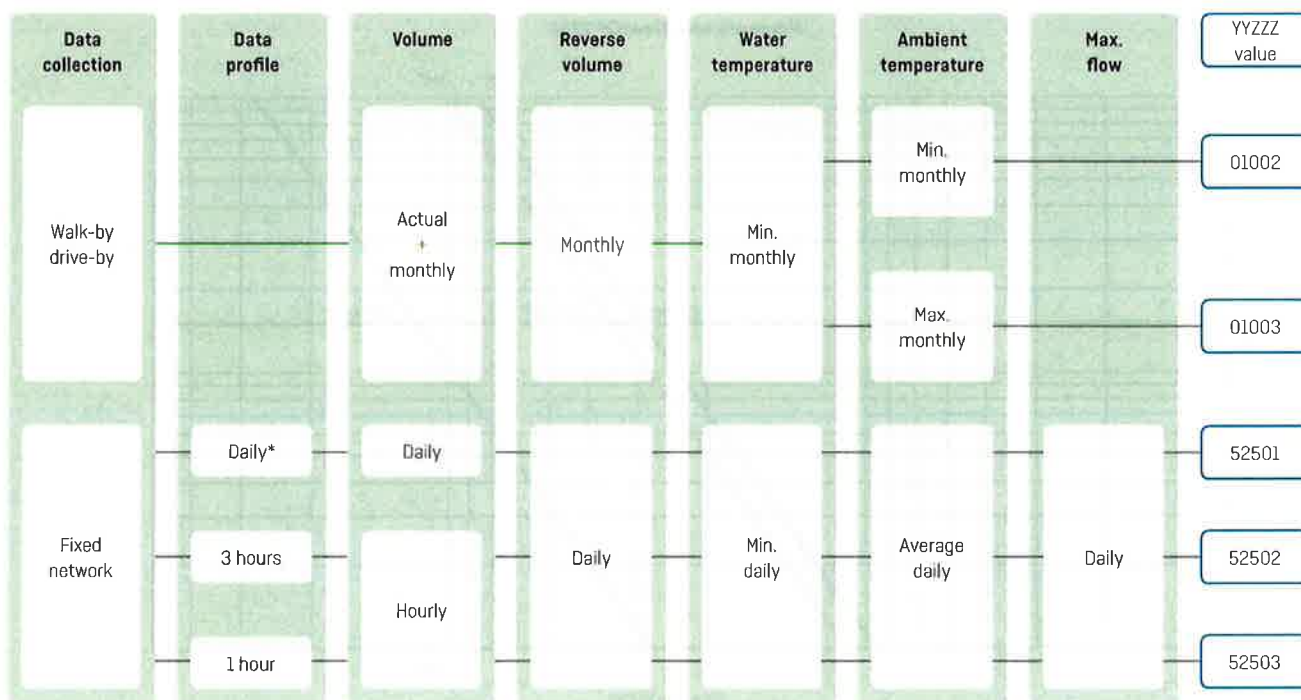
Radio package options

Optional RF output

Some of the data sent via a high-power antenna and integrated 912.5, 915 or 918.5 MHz band RF is optional. It is possible to select one of the data packages with content illustrated in the figure below.

The choices are determined by means of the selected YYYYZ-value when ordering a water meter – shown to the right in the figures.

Note: The meters can only be ordered as a walk-/drive-by solution. They can be reconfigured afterwards with READy app, to fit into a fixed network solution.



*The package is transmitted every 3 hours.

Data registers

flowIQ® 2250 has a permanent memory (EEPROM), in which the values of various data loggers are saved. Loggers are available over RF (2 way communication) or through the optical eye.


The meter includes the following registers:

Data logging interval	Data logging depth	Logged value
Yearly logger	20 years	9 Standard data logger in the water meter
Monthly logger	36 months	9 Standard data logger in the water meter
Daily logger	460 days	9 Standard data logger in the water meter
Hourly value	2400 hours (100 days)	9 Standard data logger in the water meter
Info logger	50 events	Info code, meter reading and date
Service log, year	25 years	Minimum Ambient temperature
		Maximum Ambient temperature
		Average Ambient temperature
		Minimum Ambient temperature
Service log, month	6 months	Maximum Ambient temperature
		Average Ambient temperature
		Minimum Ambient temperature
Tamper log	10 entries	

Standard data logger in the water meter:










Description	Years	Months	Days	Hours
Logger depth	20	36	460	2400
Operating hours	✓	✓	✓	✓
Info codes incl. hour counter	✓	✓	✓	✓
Volume	✓	✓	✓	✓
Volume reverse	✓	✓	✓	✓
Flow max year incl. Date	✓	—	—	—
Flow min year incl. Date	✓	—	—	—
Flow max month incl. Date	—	✓	—	—
Flow min month incl. Date	—	✓	—	—
Flow max day incl. Timestamp	—	—	✓	—
Flow min day incl. Timestamp	—	—	✓	—
Water temp. Max. Year	✓	—	—	—
Water temp. Min. Year	✓	—	—	—
Water temp. Avg. Year	✓	—	—	—
Ambient temp. Max. Year	✓	—	—	—
Ambient temp. Min. Year	✓	—	—	—
Ambient temp. Avg. Year	✓	—	—	—
Water temp. Max. Month	—	✓	—	—
Water temp. Min. Month	—	✓	—	—
Water temp. Avg. Month	—	✓	—	—
Ambient temp. Max. Month	—	✓	—	—

Display and information codes

The meter is fitted with an easily readable LCD-display including 9 digits, a field for measuring units and an information field with info codes. The three rightmost digits can be used to indicate decimals. Flow can be displayed by activating the fingertouch  button to the right of the display.

The display layout is shown in the figure below:



Info code	Icon/symbol	Meaning
FLOW		The three segments will switch on alternately, to indicate water flow in the meter
REVERSE FLOW		An arrow appears if there is reverse flow
LEAK		Symbol is flashing if the water has not been stagnant in the meter during the past 24 hours. This may be a sign of a leaky faucet or toilet.
BURST		Symbol is flashing if the water flow has exceeded a pre-programmed limit for a minimum of 30 minutes, which is a sign of a pipe breakage
DRY		Symbol is flashing if the meter is not water-filled
TAMPER		Icon appears by attempt of fraud. The meter is no longer valid for billing purposes
BATTERY		Icon appears when the expected capacity left is 6 months
ACTIVE METER INDICATION		A small flashing square indicates that the meter is active
METER ADJUSTMENT	AB	This info code will appear if the meter has been dismantled, tested and the basic flow measurement has been adjusted
RADIO OFF		Symbol is flashing if the meter is still in transport mode with the built-in radio transmitter turned off. The transmitter turns on automatically when the first ¼ gallon of water has run through the meter
VOLUME AND FLOW UNIT	GPM Gal ft³ L/h m³	Showing the configured volume unit. (Note! 'GPM' icon flashes continuously when the meter is set up to Imperial gallon)

Information codes 'LEAK', 'BURST', 'DRY' and 'REVERSE' switch off automatically, when the conditions that activated them no longer exist. In other words, 'LEAK' disappears when the water is stagnant; 'BURST' disappears when the consumption falls to normal level; 'REVERSE' disappears when the water no longer flows in the wrong direction; and 'DRY' disappears when the meter again is filled with water.

Measurement of temperatures

Temperature monitoring

flowIQ® 2250 measures water and ambient temperatures. The measurements can be used to monitor the installation and to give an indication of the temperature of the water when the water reaches the end user. Both temperatures are logged in the daily and monthly records.

Minimum, mean and maximum values are logged daily. The register contains the last 460 days.

On the first day of each month the minimum, maximum and average temperatures, recorded in the past month, are stored in the register. The register stores values from the last 36 months.

Temperature values are referred to in °F and can be read via the optical eye and send by the Wireless RF radio signal. Optional temperature combinations in the radio package are described in the section 'Optional data in data logger'.

Ambient temperatures

Monitoring the ambient temperature of the installation can be used as a warning of freezing temperatures or unintended high temperatures. The measurement in the meter housing corresponds to the ambient temperature where the meter is installed. The temperature is measured every minute. The maximum and minimum values are calculated based on a 2 minute average value. The average temperature is a time-weighted mean value.

Water temperatures

Water temperature measurements are made as an indirect measurement of the water using the ultrasound signal. The water temperature is measured every 32 seconds.

The maximum and minimum values are calculated every 2 minutes and is based on an average since the last calculation. Measurement of water temperature requires that the meter is filled with water. If there is no water within the meter a code will be saved, indicating DRY.

During periods of very low water consumption the water temperature approaches the ambient temperature. In periods where there is no water flow, a code is stored indicating that there is no consumption.

Meter sizes

flowIQ® 2250 is available in these sizes:

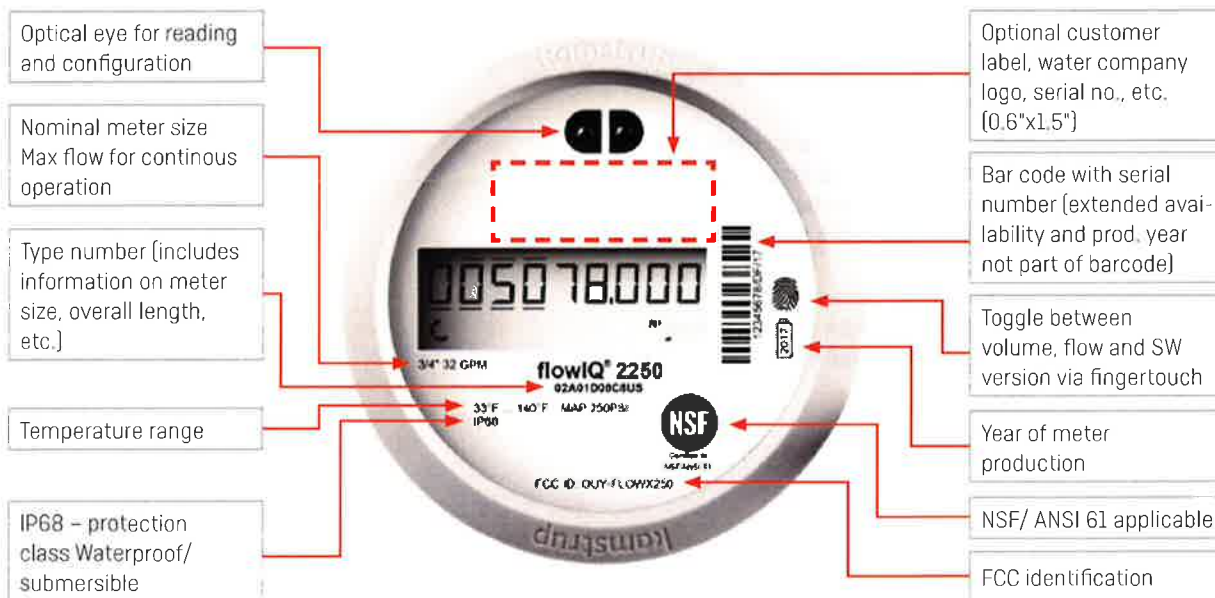
Type number	Meter size	Start flow (S)	Max. flow	Min. flow	Transition flow ¹⁾	Pressure loss ²⁾ at 15 GPM	Connection on meter	Lay length	Non-return valve	Strainer	Temp. measurement of water
RF version	Inches	GPM	GPM	GPM	GPM	PSI	NPSM thread	Inches			
02-A-01-D-0-8A-8US	½"	0.015	25	0.10	0.15	4.1	¾" thread	7½"	N/A	Yes	Yes
02-A-01-D-0-8B-8US	¾" x ¾"	0.015	25	0.10	0.15	4.1	1" thread	7½"	Yes	Yes	Yes
02-A-01-D-0-8C-8US	¾"	0.015	32	0.10	0.15	3.0	1" thread	7½" or 9"	Yes	Yes	Yes
02-C-01-D-0-8D-8US	1"	0.04	55	0.25	0.4	4.0	1¼" thread	10¾"	N/A	No	No

Note! 02-A-01-D-0-8C-8US can be ordered with a 1½" extension and washer (installed by the customer) to fit 7½" [190 mm] or 9" [228 mm] lay lengths.

¹⁾ At flows between 'Start flow' and 'Minimum flow' measurement occurs, but accuracy is not warranted.
²⁾ According to AWWA standards the maximum pressure loss must not exceed 15 PSI at 20 GPM (5/8" to 1" meters).

Meter face details

Meter information in permanent laser engraved text.



Technical data

Electrical data

Battery D-Cell battery, 3.6V, 17Ah

Mechanical data

Protection class IP68-rated (waterproof/submersible)

Ambient/meter temperature

flowIQ® 2250, composite: 35 °F...140 °F

flowIQ® 2250, 2-part body: 35 °F...130 °F

Water temperature

flowIQ® 2250, composite: 33 °F...140 °F

flowIQ® 2250, 2-part body: 33 °F...120 °F

Storage temp. empty sensor -10 °F...140 °F

Maximum operating pressure 250 PSI (17 bar)

Accuracy

MPE (maximum permissible error) according to AWWA C-708.

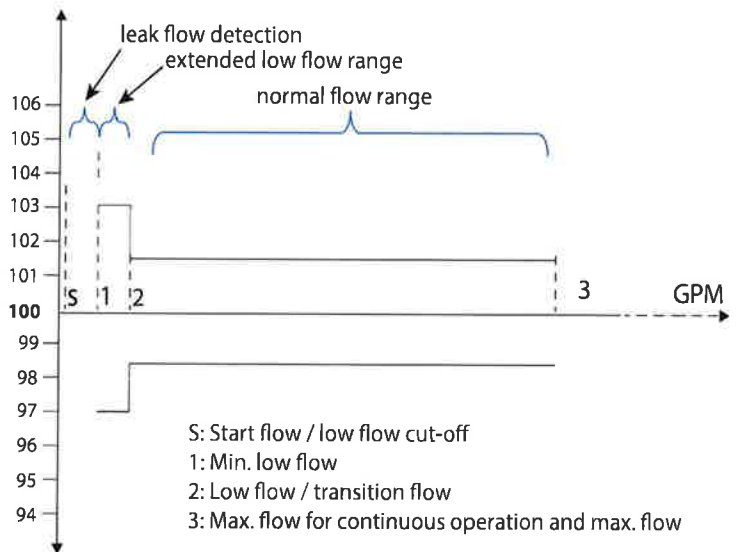
± 3 % in extended low flow range

± 1.5 % in 'normal flow' range

Approvals

Certified to NSF/ANSI 61

Complies to part 15 of the FCC rules



Material

flowIQ® 2250 (Composite model)

Wetted parts

Meter housing and flow part Polyphenylene sulfide (PPS) with fiberglass (40 %) reinforcement

Reflectors Stainless steel

External meter parts

Top ring (sealing) Polycarbonate (gray)

flowIQ® 2250 (2-part body model)

Wetted parts

Flow part, threaded/flanged Stainless Steel 316L
O-ring/gasket EPDM

Measuring tube PPS with fiberglass

Reflectors Stainless steel

External meter parts

Meter housing Polyphenylene sulfide (PPS) – 40 % fibreglass

Cover Glass

Spring ring Stainless steel

Top ring (sealing) Polycarbonate (gray)

Installation

flowIQ® 2250 is easy to install in all operating environments, horizontally as well as vertically, independent of piping and installation conditions. Consumption data can be read visually from the display, using an optical eye, and remotely read, either by 912.5, 915 or 918.5 MHz (AMR) and 450-470 MHz (AMI) band RF signal, built into the meter.

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The flowIQ® 2250 series is fully made in composite, except the largest model, which shares the same platform used in flowIQ® 3250.

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In addition to volume reading, an indication of current flow and a number of other information codes are displayed. All registers are saved daily in the meter data logger (EEPROM) and are kept for 460 days. Furthermore, monthly data for the latest 36 months, hourly data for the latest 100 days and 50 infocode events are saved.

flowIQ® 2250 is powered by an internal lithium battery which can provide up to 20 years operating life.

flowIQ® 2250 is available with a choice of two integrated data communication options:

- 912.5, 915 or 918.5 MHz – Wireless Radio version (RF) for Wireless M-Bus – US localization of European standard for remote reading of meters EN 13757-4
- 450-470 MHz is used in AMI (Fixed network)

The meter is fitted with an optical eye which makes it possible to read saved consumption data and info codes, stored in the meter's data logger. Using an optical reading head, with USB connection, the optical eye, in addition, allows the meter to be configured.

Contents

Technical data	4
Material	4
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Meter face details	5
Measurement of temperatures	6
Display and information codes	7
Data registers	8
Radio packet options	9
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Electronic ultrasonic cold water meter for measurement of cold water consumption in households, multi-unit buildings and industry.

Pinpoint accuracy

Ultrasonic flow measurement guarantees pinpoint accuracy and longevity. Ultrasonic flow measurement is based on the transit time method, and all measurements, references, readings, calculations and data communication are controlled by an advanced, specially designed electronic circuit. Thus, the meter includes no moving parts, which makes flowIQ® 2250 resistant to wear and impurities in the water.

Construction

The meter is hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display. The meter is IP68 (submersible) type tested and suitable for installation in meter pits.

Data Sheet

flowIQ® 2250

- Dual band radio
 - AMR (Walk-by/drive-by)
 - AMI (Fixed network)
- Ultrasonic measurement
- Pinpoint accuracy
- 20 year longevity
- Dual temperature measurement
- IP68 Vacuum sealed construction
- Lead free and certified to NSF/ANSI 61
- Flow measurement in display
- Hourly log



Proposal

Mountain States Pipe and Supply Company

4765 Electronic Drive
Colorado Springs, Colorado 80922
1-800-777-7173
Jerry Mobile Phone: 719-238-7912
Jerry email: juhلمان@msps.com



Customer: City of Ouray
David Doherty
PO Box 468
Ouray, Colorado 81427

Date: Friday, June 21, 2019

Qty Description

Kamstrup AMI Upgrade

1 **REAdy Manager Software - [AMI]**

Type Number: 6696453 < 800 Endpoints

1 FCC License for Kamstrup AMI Network

Not required for AMR Drive by - Good for 10 Years

No Charge

REAdy Manager Hosting Subscription - [AMR-AMI]

Used when AMI is utilized - Hosted ONLY for AMI

Type Number: 6696453H

Ready Hosting and Support Services

The Support agreement for a hosted REAdy Suite is signed for a mandatory five year period. The agreement includes:

- Access to Kamstrup hosting center
- Hardware and software for server and SQL setup
- Necessary licenses for third-party software used for REAdy Manager
- Installation of REAdy Manager on Kamstrup approved server setup
- Access to REAdy Manager host from two individual users
- Backup of data
- Security and virus protection of data
- 24/7/365 surveillance and monitoring of hosting server
- System support incl. getting started:
 - Assistance/lifeline in the use of REAdy Application by email/web portal or phone
 - Installation assistance
 - Assistance in using REAdy Manager
- 2 Users are included as standard

If the support agreement is not terminated by the customer after 5 years, it will be prolonged for 1 year at a time

1 **AMI Project Professional Services - Kamstrup/MSPS**

Planning, Propagation Study, Dedicated Contact Person, Detailed Radio plan, Training and Support for Initial Rollout

Network Components

REAdy Collector for AMI Network

Type Number:

- REAdy Collector standard set includes the following:
- Type Number 6696100020 REAdy Collector Top
 - Type Number: 6696200000 REAdy Collector base less modem
 - Type Number 1653104 AMI Antenna (2 Pieces)
 - Type Number 50000 398 6-1/2' Cable between REAdy collector and AMI Antenna
 - Type Number: 5000 484 200' Ethernet Cable to REAdy Collector
 - Type Number: 5000 485 200' Power Cable between collector top and base
 - Type Number: 5000 472 Bracket for REAdy Collector Top
 - Type Number: 5000 473 Adapter Plate for REAdy Top Collector (1 piece)
 - Type Number: 5000 474 Antenna Beam -n 39"
 - Type Number: 5000 475 Bracket for Antenna Beam

If Poles are not available - Ouray will be responsible for Pole and Power

Modem for REAdy Collector

Annual Support

Kamstrup AMI Hosting Fees

1 **READY Manager Software - [AMR]**

Type Number: 6696053 < 800 Endpoints

READY Manager Hosting Subscription - [AMR]

Type Number: 6696053FH

Ready Hosting and Support Services

The Support agreement for a hosted READY Suite is signed for a mandatory five year period. The agreement includes:

- Access to Kamstrup hosting center
- Hardware and software for server and SQL setup
- Necessary licenses for third-party software used for READY Manager
- 1 • Installation of READY Manager on Kamstrup approved server setup
- Access to READY Manager host from two individual users
- Backup of data
- Security and virus protection of data
- 24/7/365 surveillance and monitoring of hosting server
- System support incl, getting started:
 - Assistance/lifeline in the use of READY Application by email/web portal or phone
 - Installation assistance
 - Assistance in using READY Manager
 - 2 Users are included as standard

If the support agreement is not terminated by the customer after 5 years, it will be prolonged for 1 year at a time

1 **AMI Project Professional Services - Kamstrup/MSPS**

Planning, Propagation Study, Dedicated Contact Person, Detailed Radio plan, Training and Support for Initial Rollout
Creation of Meter Interface to Billing

Meter Reading Equipment

1 Billing Software Interface
Type Number: BC20107 3X

READY Converter - US, Advanced
Type Number: 669200020

- 1 Includes:
- Qty: 2 - 3 Channel Converters build into a sturdy flightcase which includes: (2 Whip Antennas, 2 - 110 VAC Wall Adapters, 1 - Car Adapter, 2 - Micro USB Cables, 2 - External Antennas, 2 - Mobile Holders and Quick Guide.
 - Samsung Tablet Included

Bluetooth Optical Head (Used to extract data from meter through Optical Port)
Type Number: 66-96-006

- 2 Includes:
- Bluetooth Optical Head with charger and meter brackets

Annual Support

Additional Meter Installation Components for Ouray System

Polymer Lids for Meter Pits	\$25.00
Insulation Donut for Meter Pits (Helps to eliminate Meter Freezing)	
1.3LB GREY FLEX POLY LID 2 1/2" X 20" DIAMETER	\$9.60
3/4" Pro-Press CTS x FIP	\$5.51
3/4" MIP x 3/4" Meter Connection	\$6.05
3/4" Meter Nut x 3/4" PEX Adapter	\$14.66
3/4" Meter Nut x 3/4" Galv Adapter	\$26.16

Proposal

Mountain States Pipe and Supply Company

4765 Electronic Drive
Colorado Springs, Colorado 80922
1-800-777-7173
Jerry Mobile Phone: 719-238-7912
Jerry email: juhلمان@msps.com



Customer: City of Ouray
David Doherty
PO Box 468
Ouray, Colorado 81427

Date: Friday, June 21, 2019

Kamstrup AMR

Qty	Description	Cost Each	Extension
600	5/8" x 3/4" Kamstrup Series 2250 Ultrasonic - Dual Band "AMR-AMI" Meter 25 GPM - Under the glass radio Type Number: 02A-01-D08B-8US	\$213.41	\$128,048.78
0	3/4" Kamstrup Series 2250 Ultrasonic - Dual Band "AMR-AMI" Meter 32 GPM - Under the glass radio Type Number: 02A-01-D08C-8US	\$219.51	\$0.00
75	1" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 55 GPM - Under the glass radio Type Number: 02A-01-D08D-8US	\$335.37	\$25,152.44
20	1-1/2" X 13" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 120 GPM - Under the glass radio Type Number: 02A-01-D08F-8US	\$750.00	\$15,000.00
30	2" X 17" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 170 GPM - Under the glass radio Type Number: 02A-01-D08F-8US	\$701.22	\$21,036.59
5	3" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 350 GPM - Under the glass radio Type Number: 02A-01-D08F-8US	\$1,829.27	\$9,146.34
5	4" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 120 GPM - Under the glass radio Type Number: 02A-01-D08F-8US	\$2,400.00	\$12,000.00

Miscellaneous Fittings

Cambridge Brass 510NL - T3F3 Inline Accessible Dual Check Valve	75	\$81.11	\$6,083.25
Propress Model VIE79315 (Propress X FIP)	300	\$5.51	\$1,652.00
AY McDonald Ranger Fitting - AY74754-11	20	\$44.00	\$880.00
3/4" Meter Connections and Gaskets	150	\$13.00	\$1,950.00
1" Meter Connections and Gaskets	40	\$15.00	\$600.00
1-1/2" Meter Flanges and Connections	10	\$70.15	\$701.50
Miscellaneous Propress, Threaded and Sweat Fittings If not purchased - Not Charged	1	\$10,000.00	\$10,000.00
Meter Lids	2	\$20.00	\$40.00
			\$92,052.08

Ouray Colorado AMI Project

October 2019



Description	Qty	Cost Each	Extension	Notes
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Years Two thru Four

Meters

5/8" x 3/4" Kamstrup Series 2250	525	\$213.41	\$112,042.68
1" Kamstrup Series 3250	55	\$335.37	\$18,445.12
1-1/2" X 13" Kamstrup Series 3250	15	\$750.00	\$11,250.00
2" X 17" Kamstrup Series 3250	30	\$701.22	\$21,036.59
3" Kamstrup Series 3250	5	\$1,829.27	\$9,146.34
4" Kamstrup Series 3250	5	\$2,400.00	\$12,000.00

Miscellaneous Fittings - Estimated for Years 2 - 4

Cambridge Brass 510NL - T3F3 Inline Accessible Dual Check Valve	525	\$81.11	\$42,582.75
Propress Model VIE79315 (Propress X FIP)	1,200	\$5.51	\$6,608.00
AY McDonald Ranger Fitting - AY74754-11	50	\$44.00	\$2,200.00
3/4" Meter Connections and Gaskets	1,050	\$13.00	\$13,650.00
1" Meter Connections and Gaskets	110	\$15.00	\$1,650.00
1-1/2" Meter Flanges and Connections	10	\$70.15	\$701.50
2" Meter Flanges and Connections	60	\$89.24	\$5,354.25
3" Meter Flanges and Connections	10	\$37.43	\$374.25
4" Meter Flanges and Connections	10	\$37.43	\$374.25
Miscellaneous Propress, Threaded and Sweat Fittings If not purchased - Not Charged	1	\$10,000.00	\$10,000.00
			\$267,415.73

Ouray Colorado AMI Project

October 2019



Description	Qty	Cost Each	Extension	Notes
Year One - October 2019 - December 2019				
Software and Hosting				
READy Manager Software - AMI	1	\$6,000.00	\$6,000.00	One Time Fee
READy Manager Software Hosting				
<i>Hosting is based upon number of meters under network</i>				
<i>Cost to the right is based upon < 800 endpoints</i>				
	1	\$1,691.03	\$1,691.03	Annual Cost
<i><100 Metering Points = \$ 1,100</i>				
<i>< 250 Metering Points = \$ 1,486.00</i>				
Billing Interface	1	\$800.00	\$800.00	
Professional Services				
AMI Professional Services	1	\$10,648.75	\$10,648.75	
AMI Network				
READy Collectors	2	\$11,150.00	\$22,300.00	
READy Converter - US Advanced	1	\$1,685.00	\$1,685.00	
Bluetooth Optical Head	1	\$557.14	\$557.14	
Samsung Tablet				<i>Included with Converter</i>
Meters				
5/8" x 3/4" Kamstrup Series 2250 Ultrasonic - Dual Band "AMR-AMI" Meter 25 GPM - Under the glass radio Type Number: 02A-01-D08B-8US Configuration:	75	\$213.41	\$16,006.10	
3/4" Kamstrup Series 2250 Ultrasonic - Dual Band "AMR-AMI" Meter 32 GPM - Under the glass radio Type Number: 02A-01-D08C-8US		\$219.51	\$0.00	
1" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 55 GPM - Under the glass radio Type Number: 02A-01-D08D-8US	20	\$335.37	\$6,707.32	
1-1/2" X 13" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 120 GPM - Under the glass radio Type Number: 02A-01-D08F-8US	5	\$750.00	\$3,750.00	
2" X 17" Kamstrup Series 3250 Ultrasonic - Dual Band "AMR-AMI" Meter 170 GPM - Under the glass radio Type Number: 02A-01-D08F-8US		\$701.22	\$0.00	

City of Ouray Submittals



- ❖ Pricing
- ❖ Kamstrup Ultrasonic Water Meters
- ❖ Kamstrup AMI Solutions
- ❖ Kamstrup Meter Warranties
- ❖ Building a Smart Distribution Network
- ❖ Kamstrup AMI Collector
- ❖ Kamstrup AMI Collection Installation Manual

Meter Fittings

- ❖ AY McDonald Ranger AY74754.11
- ❖ ProPress Viega Adapter
- ❖ Meter Connection
- ❖ Cambridge Brass Inline Dual Check Valve



EXHIBIT A
SCOPE OF SERVICES AND COSTS

Kamstrup License and Hosting Agreement

This License and Hosting Agreement ("Agreement") is entered into by and between CITY OF DURAY, CO ("Customer") and Kamstrup Water Metering, LLC, a Georgia limited liability company with its principal place of business at 245 Hembree Park Drive, Suite 110, Roswell, Georgia 30076 ("Kamstrup")

WHEREAS, Customer hereby purchases a license for the use of Kamstrup's READY software ("READY System"); and

WHEREAS, Kamstrup will host the READY System on its own dedicated server(s);

NOW, THEREFORE, the parties hereto agree as follows:

1. License: Term of License
 - 1.1 Kamstrup hereby grants Customer a non-exclusive, non-transferable limited license to access, use, display, run or otherwise interact with the READY System during the term of this Agreement.
 - 1.2 Kamstrup will host the READY System according to ISO27001 as extended by Kamstrup Procedure Document 5509-338. A copy of this document is available to Customer upon request.
 - 1.3 This license and the hosting services provided by Kamstrup shall begin on _____, when Customer shall be allowed to download and install READY Manager.
 - 1.4 The Agreement is for an initial term of sixty (60) months from the date of Customer's download installation of READY Manager as provided above.
 - 1.5 The Agreement shall renew automatically at the end of the initial, sixty (60) month term for an additional one-year period unless either party provides notice of termination to the other party ninety (90) days in advance of the end of the initial term.
2. License Fees
 - 2.1 Customer agrees to pay fees to Kamstrup's reseller annually, in advance, to license the products listed on Exhibit "A" at the prices on Exhibit A. The first such payment shall be due on or before the date of download and installation noted in Section 1.2, above.
 - 2.2 The license fees due under this Agreement may be adjusted by Kamstrup consistent with any increase in the consumer price index. Such adjustments can only occur on an anniversary of this Agreement. Kamstrup will notify Customer of any adjustments prior to instituting them.
 - 2.3 Should the Customer not pay the annual license fees when due or should Customer not pay any other sums due to Kamstrup's reseller under this or other agreements when due, then Kamstrup reserves the right to suspend hosting services and to terminate Customer's access to the READY System until the overdue payment is received. During this time, Customer may not be able to access its data via the READY System.
3. Support
 - 3.1 Customer shall be entitled to obtain from Kamstrup email and phone support for the READY System. Such email and phone support shall be available from Monday to Friday from 9am - 4pm. All times are Eastern Standard Time.
Email support: supportus@kamstrup.com
Phone Support: (404) 835-6716.
 - 3.2 In addition, Kamstrup will automatically provide Customer with any and all updates to the READY System and will correct errors and bugs as they become known.
4. Ownership of the READY System
Nothing in this Agreement provides Customer with any title to, or ownership of, the READY System or any components thereof but, rather, only a limited use license as specified in this Agreement. Kamstrup has sole and exclusive ownership of and all right and title to, the READY System and any and all intellectual property rights therein. In addition, Kamstrup retains ownership in any derivatives, modifications and/or enhancements to the READY System including ownership of all trade secrets and copyrights pertaining thereto. The READY System software shall be hosted by Kamstrup and Customer's use will occur via the Internet.
5. Customer Data
For the term of this Agreement, Customer Data will be stored by the READY System host computer.
Customer shall have sole and exclusive ownership of all right, title and interest in and its Customer Data. Customer Data shall mean any and all meter-reading data stored by, or at the direction of, or on behalf of, Customer on Kamstrup's host computer system using the READY System or as otherwise conveyed to the host computer system. Customer Data includes, but is not limited to, personal information about Customer's end-user customers and related information.
6. Added Services
Services, in addition to the hosting services detailed herein, may be offered to Customer by Kamstrup at Kamstrup's then-current hourly rate.
7. LIMITED WARRANTIES REGARDING SOFTWARE, HOSTING AND SERVICES. THE READY SYSTEM AND ALL HOSTING SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF COMPUTER HARDWARE OR COMMUNICATIONS SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, KAMSTRUP DOES NOT MAKE, AND HEREBY DISCLAIMS, AND CUSTOMER HEREBY WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES ARISING BY LAW OR OTHERWISE, REGARDING THE READY SYSTEM AND HOSTING SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. IN NO EVENT SHALL KAMSTRUP HAVE ANY LIABILITY FOR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DESTRUCTION OF INFORMATION BEING HOSTED BY KAMSTRUP AS A RESULT OF ACCIDENT, FRAUDULENT MEANS OR THIRD PARTY DEVICES.
8. INTERRUPTION IN SERVICES
KAMSTRUP WILL NOT BE LIABLE FOR ANY DELAY, OUTAGES, OR INTERRUPTIONS OF THE HOSTING SERVICES NOR SHALL KAMSTRUP BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM THE HOSTING SERVICES UNDER THIS AGREEMENT WHERE SUCH DELAY OR FAILURE RESULTS FROM AN ACT OF GOD OR ANY OTHER CAUSE (INCLUDING, WITHOUT LIMITATION, ANY MECHANICAL, ELECTRONIC COMMUNICATIONS OR THIRD PARTY SUPPLIER FAILURE.) KAMSTRUP SHALL ALSO NOT BE LIABLE FOR ANY LOSSES OR OTHER DAMAGES CUSTOMER MAY SUFFER IN CONJUNCTION WITH CUSTOMER'S USE OF THE READY SOFTWARE AND HOSTING SERVICES. WHILE KAMSTRUP AND/OR AN AUTHORIZED THIRD PARTY PROVIDER, WILL PROVIDE BACKUP SERVICES AND MAKE EVERY EFFORT TO MAKE CUSTOMER'S DATA AVAILABLE, KAMSTRUP DOES NOT GUARANTEE THAT COPIES OF CUSTOMER DATA INFORMATION WILL BE AVAILABLE AT ALL TIMES.
9. Denial of Service
Customer acknowledges that Kamstrup may, at its sole discretion, limit or deny access to Kamstrup's servers, including blocking of certain ports and/or the denial of certain services if, in its judgment, such limitations or denials are required to ensure the security of Kamstrup's network, the integrity of its network's structure or to prevent damage to its network, the software, or the data stored on (the) its servers. Customer hereby agrees that Kamstrup shall not be liable for any damages resulting from such limitation or denial of service.
10. Termination
 - 10.1 If a party hereto fails to perform any of its material obligations to the other party under this Agreement, the latter may give notice in writing of such default, specifying the obligation or obligations that the other party has failed to perform. If such default has not been cured within ten (10) business days after providing such notice, the party providing notice may, at its option, terminate this Agreement immediately by written notice of termination to the defaulting party and the terminating party shall be entitled to all remedies available at law or in equity.
 - 10.2 In the event of termination of this Agreement by Kamstrup as a result of an uncured default by Customer, Customer shall become immediately liable for all payments due under this Agreement for the remainder of the term of this Agreement.
 - 10.3 Either party may terminate this Agreement if the other is or becomes insolvent, becomes a party to any bankruptcy or receivership proceeding or any similar action effecting the affairs of that party.
 - 10.4 Limitation of Liability
IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF KAMSTRUP FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY CUSTOMER TO KAMSTRUP UNDER THIS AGREEMENT DURING THE LAST TWENTY-FOUR MONTHS.
11. Confidentiality



United States
Department of
Agriculture

Forest
Service

Grand Mesa, Uncompahgre and
Gunnison National Forests

2250 South Main Street
Delta, CO 81416
970-874-6600
TDD: 970-874-6660
Fax: 970-874-6698

File Code: 2720
Date: February 3, 2022

Silas Clarke
City Administrator
City of Ouray
PO Box 468
Ouray, CO 81427

Dear Mr. Clarke:

Enclosed for your review and signature is the permit, Auth ID: OUR711, authorizing the ongoing maintenance and use the Box Canon sign situated above the City of Ouray on the Ouray Ranger District of the Grand Mesa, Uncompahgre and Gunnison National Forests. The permit area is approximately 0.1 acres and located in T. 44 N., R. 8 W., sec. 36 SW1/4SW1/4.

Per Title 36 Code of Federal Regulations 251.62, a special use authorization shall become effective when signed by both the applicant and the authorized officer. The authorization must be signed by the applicant and returned to the authorized officer within 60 days of its receipt by the applicant. Refusal of an applicant to sign and accept a special use authorization within the time allowed, and before its final approval and signature by an authorized officer, shall terminate an application and constitute denial of the requested use and occupancy.

Before signing, please review permitted items carefully and ensure the holder entity name and address are correct. Once fully executed, one copy of the agreement will be sent to you for your records and the other retained by this office.

Please sign and return both copies to: GMUG NF Supervisor's Office, c/o Nick Szuch, 2250 South Main Street, Delta, CO 81416.

In addition, the land use fees associated with this special use permit have been waived pursuant to 36 CFR 251.57(b)(1).

If you have questions please contact Nick Szuch, Forest Lands Program Manager, at nicholas.szuch@usda.gov or 970-874-6675.

Sincerely,


CHAD STEWART
Forest Supervisor

Enclosures

cc: Dana Gardunio



Authorization ID: OUR711

FS-2700-4 (VER. 03/17)

Contact Name: CITY OF OURAY

OMB 0596-0082

Expiration Date: 12/31/2031

Use Code: 333

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT

Authority: ORGANIC ADMINISTRATION ACT June 4, 1897

CITY OF OURAY of PO BOX 468 OURAY CO UNITED STATES 81427 (hereinafter "the holder") is authorized to occupy National Forest System lands in the GRAND MESA, UNCOMPAHGRE, AND GUNNISON NATIONAL FORESTS on the Ouray Ranger District, subject to the terms and conditions of this special use permit (the permit).

This permit covers feet by feet or 0.1 acres in the SW1/SW1/4, Sec. 36, T. 44 N., R. 8 W., NEW MEXICO PRINCIPAL MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

This authorization is for access to and the operation and maintenance of the historical Box Canon sign at its current location on the hillside above Canyon Creek just south of the Ouray (see attached map). The majority of the sign rests on National Forest System lands (NFS), while a portion rests on the Box Canon lode claim (Mineral Survey 16043). The sign is approximately 35 feet wide by 20 feet high and was originally built in 1909. A group of community members restored the sign in 2018, and it now uses solar-powered LED lights. The proposed O&M plan will allow for routine maintenance, with non-motorized winter access and summer motorized access occurring a maximum of twice a year. The gate to the access route would remain closed at all times, and access would be approved over NFS lands only- the owner of the Box Canon lode claim would need to approve access requests across private land.

TERMS AND CONDITIONS

I. GENERAL TERMS

- a. **AUTHORITY.** This permit is issued pursuant to the Organic Administration Act (June 4, 1897) and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.
- b. **AUTHORIZED OFFICER.** The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.
- c. **TERM.** This permit shall expire at midnight on **12/31/2031**, ten years from the date of issuance.
- d. **CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before

issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

- e. **AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.
- f. **COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.
- g. **NON-EXCLUSIVE USE.** The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.
- h. **ASSIGNABILITY.** This permit is not assignable or transferable.
- i. **TRANSFER OF TITLE TO THE IMPROVEMENTS.**
 - i. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.
 - ii. **Transfer of Title.** Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

- a. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

- b. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.
- c. **CONSTRUCTION.** Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

- a. **PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least 365 days each year.
- b. **CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.
- c. **OPERATING PLAN.** An Operation and Maintenance Plan, described in Appendix B, is attached heretofore and made a part thereof. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.
- d. **MONITORING BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

- a. **LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- b. **VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

- c. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.
- d. **SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.
- e. **RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.
- f. **DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.
 - i. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.
 - ii. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.
- g. **HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.
- h. **ENVIRONMENTAL PROTECTION.**
 - i. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials,

pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

- ii. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.
- iii. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.
- i. **INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.
- j. **BONDING.** The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.
- k. **INSURANCE.** The authorized officer has determined through a risk assessment that the potential liability of the United States for property damage and personal injury or death arising from the holder's use and occupancy authorized by this permit is \$350,000 or less for an injury to one person in a single occurrence (per incident) or \$1,093,000 or less for an injury to two or more persons in a single occurrence (in the aggregate). Pursuant to the CGIA, the holder shall provide self-insurance covering claims for personal injury or death up to \$350,000 for an injury to one person in a single occurrence (per incident) or \$1,093,000 for an injury to two or more persons in a single occurrence (in the aggregate). The self-insurance documentation shall name the United States as a certificate holder. The coverage under the holder's self-insurance shall extend to property damage and personal injury or death arising

from the holder's activities under the permit, including use and occupancy of National Forest System lands and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by the permit.

- i. If there is a conflict between this permit the certificate of insurance provided by the Colorado Risk Management Division ("the certificate"), and/or the Colorado Risk Management Division's insurance policy manuals ("insurance policy manuals"), the order of precedence among those documents shall be (1) this permit; (2) the certificate; and (3) the insurance policy manuals.
- ii. If a claim is submitted to the United States for property damage and personal injury or death arising from the holder's use or occupancy authorized by this permit, the Forest Service shall tender the defense of the claim to the respective representatives of the self-insurance. The holder understands that tort claims against the United States are governed by the Federal Tort Claims Act, which may result in the administrative denial of a claim. The holder further understands that in litigation the United States is represented by the United States Department of Justice (USDOJ) and agrees that representatives of the self-insurance will coordinate the defense with USDOJ, if a claim is litigated.

V. RESOURCE PROTECTION

- a. **COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.
- b. **VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.
- c. **PESTICIDE USE.**
 - i. **Authorized Officer Concurrence.** Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.
 - ii. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests

require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

- iii. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.
- d. **ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.
- e. **NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA).** In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.
- f. **PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.**
 - i. **Threatened and Endangered Species and Their Habitat.** The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.
 - ii. **Sensitive Species and Species of Conservation Concern and Their Habitat.** The location of sites within the permit area needing special measures for protection of

plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

- g. **CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.
- h. **CLEANUP AND REMEDIATION.**
 - i. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.
 - ii. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND DEBT COLLECTION

- a. **LAND USE FEES.** The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

VII. REVOCAION, SUSPENSION, AND TERMINATION

- a. **REVOCACTION AND SUSPENSION.** The authorized officer may revoke or suspend this permit in whole or in part:
 - i. For noncompliance with federal, state, or local law.
 - ii. For noncompliance with the terms of this permit.
 - iii. For abandonment or other failure of the holder to exercise the privileges granted.
 - iv. With the consent of the holder.
 - v. For specific and compelling reasons in the public interest.
 - vi. Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.
- b. **IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.
- c. **APPEALS AND REMEDIES.** Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
- d. **TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.
- e. **RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT.** Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

- a. **MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- b. **CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

- c. SUPERSEDED PERMIT. This permit supersedes a special use permit designated OUR101203.
- d. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

Silas Clarke
 City Administrator
 City of Ouray

HOLDER NAME, PRECEDED BY NAME AND TITLE	SIGNATURE	DATE
OF PERSON SIGNING ON BEHALF OF HOLDER, IF HOLDER IS AN ENTITY		

APPROVED:

CHAD STEWART
 FOREST SUPERVISOR

NAME AND TITLE OF AUTHORIZED OFFICER	SIGNATURE	DATE
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix B- Operations and Maintenance Plan

Box Canon Sign Special Use Permit

The Special Use Permit incorporates this Operation and Maintenance Plan (O&M Plan) for routine maintenance. The Holder agrees to operate and maintain the authorized facilities and use the occupied National Forest System (NFS) lands in accordance with the following stipulations:

1. Routine maintenance will be performed on the Box Canon Sign and shall only occur as needed. Routine maintenance includes work on the sign's frame and struts, individual letters, wiring, bulbs, solar panels and a battery box located at the base of the sign.
2. Access along NFSR 590 (SO Pinecrest Extension) may be approved over NFS land only; the owner of the Box Canon Lode claim will need to approve requests for access across private land.
3. Summer access to Box Canon Sign for maintenance will occur primarily via non-motorized travel. For summer motorized access, the City of Ouray shall contact the Ouray District Ranger at least 5 days in advance for permission. If permitted, summer motorized access would occur no more than twice a year, would occur from the project gate to the Box Canon sign, and would only use standard pickup trucks, or SUVs.
4. Winter access shall only occur on foot, and only as needed.
5. The City of Ouray maintenance staff have access to the project gate key. The project gate must be closed at all times, including during maintenance.
6. The project points of contact will be:
 - City Administrator, City of Ouray, P.O. Box 468; 320 6th Ave Ouray CO, 81427, 970-325-7060, administrator@cityofouray.com.
 - Lands Staff, Ouray Ranger District, 2505 South Townsend Avenue, Montrose, CO 81401, 970-240-5405.

This Operations and Maintenance Plan may be reviewed annually by the Holder and the Forest Service, and by mutual agreement may also be amended, signed, and dated by the Holder and the Forest Supervisor.

Holder

Date

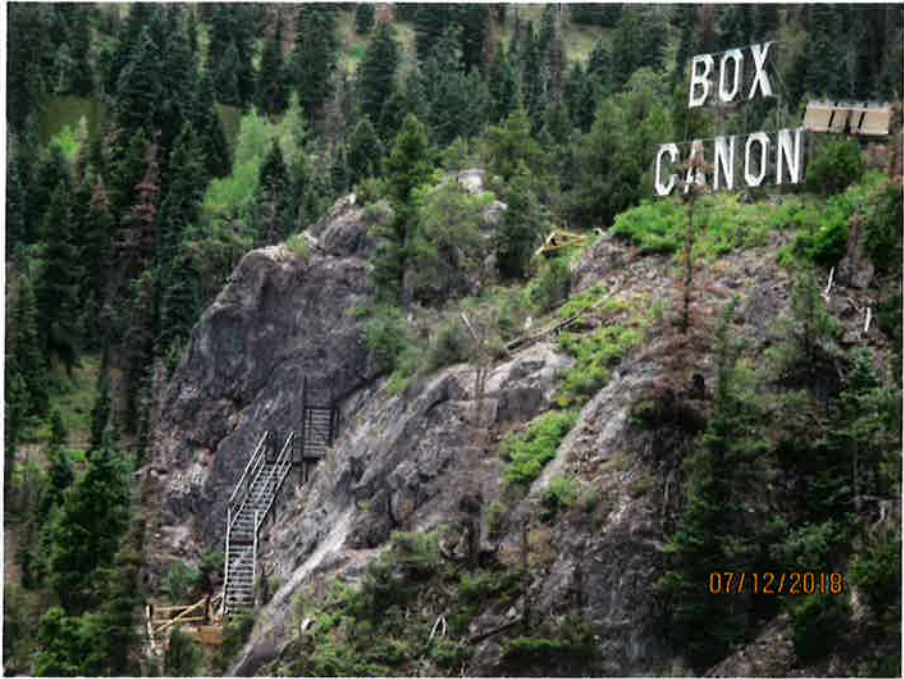
Chad Stewart
Forest Supervisor

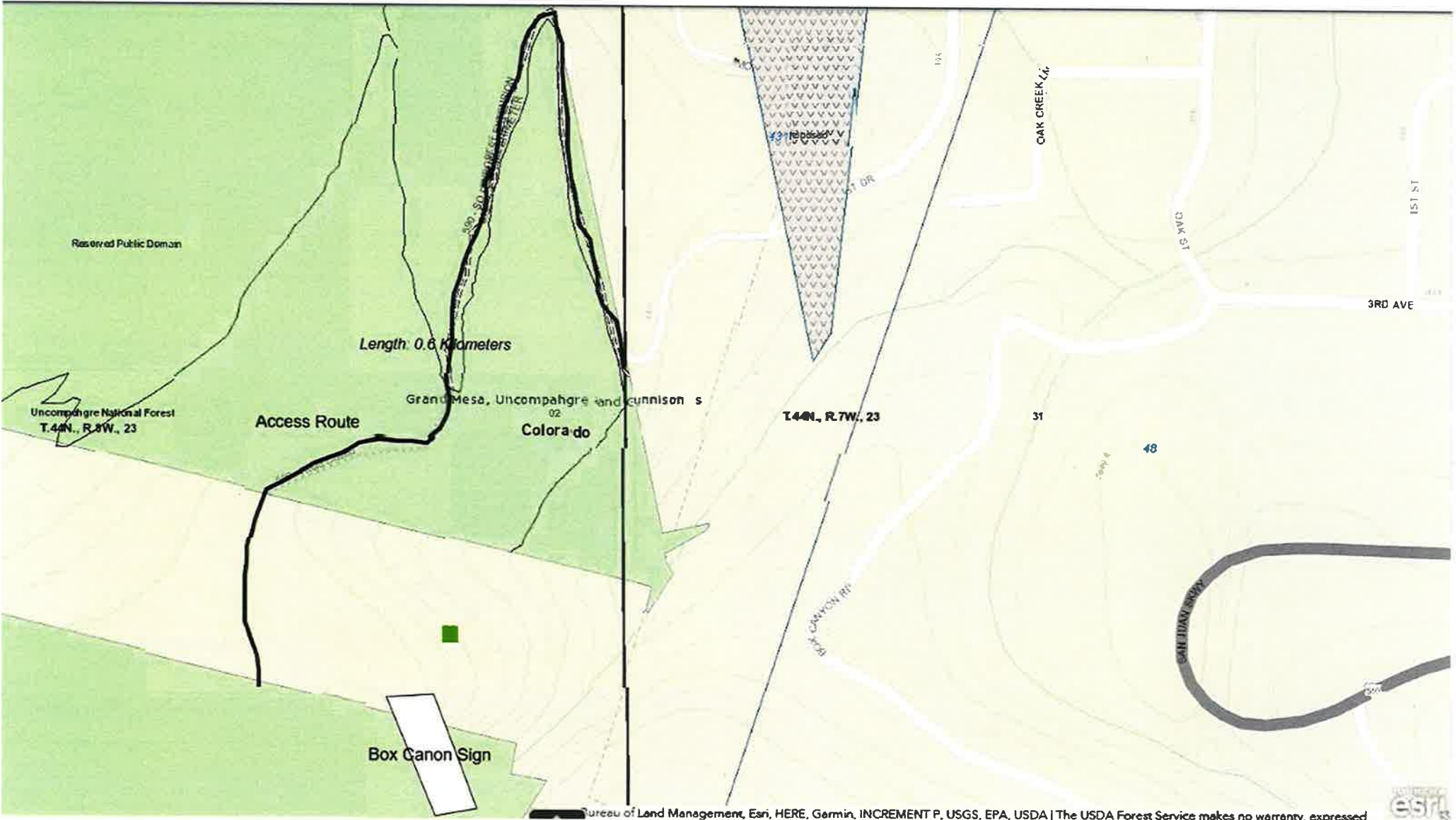
Date

Grand Mesa, Uncompahgre and Gunnison National Forests

Reference Photos









Silas Clarke <sclarke@cityofouray.com>

RV housing

1 message

marc h <hitchcoxrealestate@gmail.com>

Thu, Feb 17, 2022 at 12:04 PM

To: marc h <hitchcoxrealestate@gmail.com>, info@cityofouray.com, plaindealer@ouraynews.com, clarkes@cityofouray.com, Lily Oswald <oswald@cityofouray.com>, OurayChamber@gmail.com, rhein95@gmail.com, william0245@gmail.com, hclouray@gmail.com

Marc Hitchcox
213 2nd Street
Ouray CO 81427

February 17, 2022

Mayor Funk
Councilors Wood, Lindsey, Gulde, Smith
Administrator Clarke
Planner Oswald

Dear Fellow Concerned Citizens,

Please remove the prohibition on connection to the City sewer system for Employee utilized and permitted RV housing.

I have heard a concern about possible usage of chemicals harmful to the system and that is not a common issue. If it were a serious concern the existing campgrounds would be worrying. The only time I use any chemical is for winterization and that is around 2 cups. RV's, similar to house plumbing systems, are designed not to smell.

The ordinance mentions dumping tanks every 3 - 5 days. As an employer RV owner this would fall upon me. The tenant would need to pack the trailer for travel which would take around an hour. I would then need to disconnect the utilities, raise the stabilizer jacks, connect the tow vehicle and drive to a dump station. After dumping I would need to back the unit down the alley, as there is no place to jockey, then reconnect. This entire process would take approximately 3 hours twice a week.

I applaud the City for this creative idea to help address our employee housing needs. If we could allow connection directly to the sewer system we might see some folks take advantage of it.

Thank you

I hope to be in attendance on Tuesday at 1 to address this.



Silas Clarke <sclarke@cityofouray.com>

Fwd: Estimate 22 from Western Gravel Precast, LLC.

4 messages

Mark Iuppenlatz <markiuppenlatz@gmail.com>

Wed, Feb 23, 2022 at 11:51 AM

To: Silas Clark <clarkes@cityofouray.com>

Cc: Nate Disser <nate@mtnguide.net>

Silas:

Please see the attached quote for storage tanks for the proposed trail side bathrooms. You will recall we had plastic tanks being donated but the City wanted concrete and offered to pay for them.

Please let me know if this proposal is acceptable and I will get the tanks ordered. We hope to install in April/May.

Thanks

Mark Iuppenlatz

Begin forwarded message:

From: Jessica Simmons <jessica@westerngravel.com>
Date: February 22, 2022 at 4:59:03 PM EST
To: Mark Iuppenlatz <mark@mtnguide.net>
Subject: Estimate 22 from Western Gravel Precast, LLC.

Dear Mark,

Mike said we could put that 2" port wherever you would like. We would also need one of the toilet stools here when we make the tanks.

Just let us know.

-Jessica & Mike

Please review the attached estimate- 22. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,
Western Gravel Precast, LLC.

970-497-5678

2 attachments **Est_22_from_Western_Gravel_Precast_LLC_12400.pdf**



Western Gravel Precast,
 LLC
 3001 North Townsend Ave
 Montrose, CO 81401

Estimate

Date	Estimate #
2/22/2022	22

Name / Address
Mark Luppenlatz 970-946-2089

Project

Description	Qty	U/M	Cost	Total
HTT 1500 Gallon Septic Tank Single Compartment modified for toilet stool with a 2" port placed per customer request with 6" Lid	2		2,250.00	4,500.00T
Delivery	2		50.00	100.00
We would need the toilet stool here at the yard for the pattern before we can make the tanks				
Tax to be determined upon final delivery address, unless a tax exempt certificate is provided				
Sales Tax			0.00%	0.00
			Total	\$4,600.00

Customer Signature _____



Silas Clarke <sclarke@cityofouray.com>

Fwd: Estimate 22 from Western Gravel Precast, LLC.

Mark Iuppenlatz <markiuppenlatz@gmail.com>
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Western Gravel Precast, LLC.

970-497-5678

2 attachments

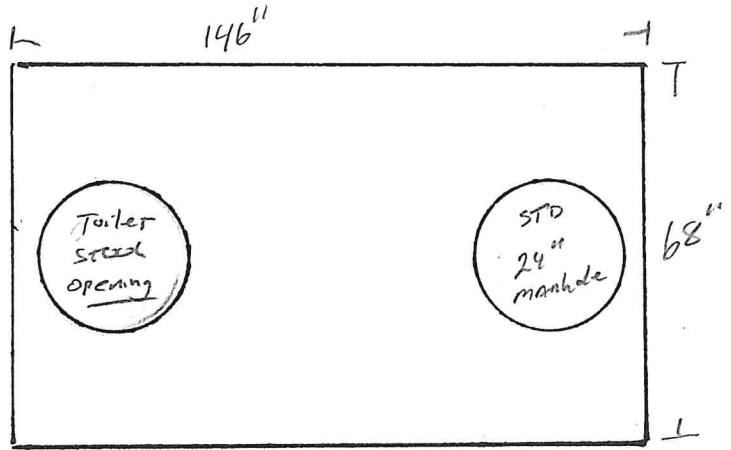
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Mark Luppenlatz.pdf

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