

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CITIZENS' COMMUNICATION
5. CITY COUNCIL REPORTS/INFORMATION - Tamara Gulde, Peggy Lindsey, John Wood, Josh Smith, and Ethan Funk
6. DEPARTMENT REPORTS
 - 6.a. City Administrator
 - 6.b. Director of Finance and Administration
 - 6.c. Community Development Coordinator
7. CONSENT AGENDA
 - 7.a. Special Event Permit Application - Friends of the Ouray Library - Library Luncheon, April 23, 2022
 - 7.b. Liquor License Renewal - Full Tilt Saloon
8. ACTION ITEMS
 - 8.a. Emergency Ordinance No. 2, Series 2022 - Approving a Loan from the Colorado Water Resources and Power Development Authority of not more than \$19,500,000 for the Wastewater Treatment Project and Declaring an Emergency
 - 8.b. Emergency Ordinance No. 3, 2022 - Repealing and Replacing Ouray Municipal Code Chapter 9-10-C-6. Increasing the Wastewater Treatment Surcharge for 2023 to Meet Bond Requirements
 - 8.c. Emergency Ordinance No. 4, Series 2022 - Allowing for Temporary RV Camping on Private Property for Workforce Housing
 - 8.d. Resolution 7, Series 2022 - Authorizing the City Administrator to Sign the GOCO Grant Agreement for the "Our Water Our Future - Solving Ouray's Water Shortage" Project and Negotiate and Sign an Agreement with OIPI Regarding the Project
 - 8.e. Consideration of Re-appointment of Lou Hart to the CEDC
 - 8.f. Agreement with Tangram Design LLC for Wayfinding Project
 - 8.g. Funding (\$4,500) Upgrade of Ice Park/Via Ferrata Restroom Project from the Tourism Fund
 - 8.h. Approval of Late Ice Park Closing (April 3, 2022) at the Discretion of OIPI
 - 8.i. Change Order for Williams Construction Agreement for Geothermal Line Replacement Project
9. DISCUSSION ITEMS
 - 9.a. Nixon Property Portion of the Geothermal Project
 - 9.b. Sidewalk Snow Removal Policy and Fees
 - 9.c. Future Agenda Items
10. ADJOURNMENT

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 21, 2022 City Council
March 7 – March 18, 2022:

Restrooms:

Based on feedback from local businesses and the number of visitors in town during the weekends, starting today the following restrooms will be available:

City Hall: Restrooms will be open seven days a week between 8:00 am and 7:00 pm (were closed on the weekends during the winter)

Citizens Bank: No change, will remain open seven days a week between 8:00 am to 6:00 pm

Ski Hill: One Porta-Potty available 24/7 (will be removed when Ski Hill is closed for the season)

Fellin Park: Two Porta-Potties available 24/7 (Update: Geothermal heat system piping was leaking in multiple locations; electrician will be here within the next two weeks to install two electric heaters)

North Trail: Heated restrooms opened 24/7

Rotary Park: One Porta-Potty available 24/7 (New heated flush restrooms will be installed in Spring)

Cascade Falls: One Porta-Potty available 24/7 (One permanent pit toilet will be installed in Spring)

Visitors Center: Closed until April 15th due to remodel

All flush restrooms will be cleaned once per day by City Staff on the weekdays and by The Ouray Handyman on weekends. Starting Memorial Day all flush restrooms will be cleaned twice per day.

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.

Geothermal Wells (OX2 & OX6) Engineering Review:

Engineering Firm ME&E from Durango met with Public Works, Pool staff and myself last Friday. They will be working with us on a scope of work to identify the best solution for the heat issues at the pool. Options will be presented at a future meeting once the initial research is conducted for the next few months.

Water Treatment Facility Update:

The 60% Engineered plans are in your packet for future review. Moltz will begin on creating a cost estimate in the near future (they are focusing on the WWTF currently and will transition to WTF next week)

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

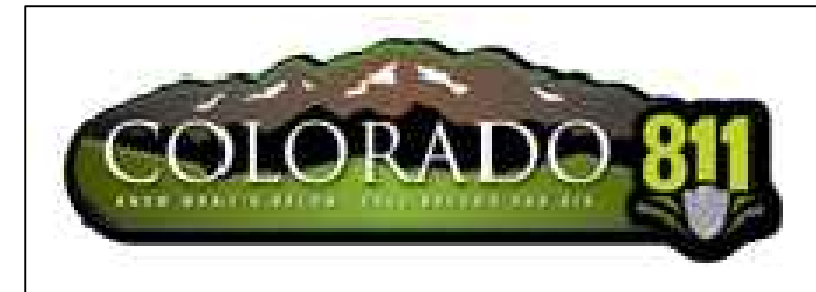
- Ordinance for Ouray School Buses to park nose-to-nose on 4th Street
- Fiber Internet Indefeasible Right of Use (IRU) with ClearNetworkx and Region 10
- Finalizing the Water and Wastewater Capital Improvement Program with Wright Water Engineering
- Ordinance allowing restaurants to use sidewalks for dining (Currently standalone Ordinance through 2022 season; new Ordinance would place language within Municipal Code)

60% CMAR PLANS

CITY OF OURAY

WATER TREATMENT PLANT

PWSID NO: CO0146588, OURAY COUNTY, CO
 SECTION 31, TOWNSHIP 44 NORTH, RANGE 7 WEST OF THE NEW MEXICO P.M.
 FEBRUARY 2022



UTILITY LOCATE NOTE:

CONTRACTOR TO CALL AND VERIFY EXISTING UTILITY CROSSING DEPTH, SIZE, MATERIAL, AND LOCATION PRIOR TO CONSTRUCTION, INCLUDING BUT NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, FIBER OPTIC, WATER, FIRE, AND SEWER SYSTEMS.

PREPARED FOR

CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

SILAS CLARKE
 CITY ADMINISTRATOR
 970.325.7060

EMERGENCY CONTACT

JOE COLEMAN
 PUBLIC WORKS DIRECTOR
 970.325.7074

CIVIL ENGINEERING

NICK MARCOTTE, P.E.
 P.E. NO. 47164
 ELEMENT ENGINEERING, LLC
 12687 W. CEDAR DR., SUITE 300
 LAKEWOOD, CO 80228
 303.378.2969

ARCHITECT

JEFFREY SCOTT, NCARB
 ARC NO. 406544
 EV STUDIOS
 5335 W 48TH AVE, STE 300
 DENVER, CO 80212
 303.670.7242

STRUCTURAL ENGINEERING

ELECTRICAL ENGINEERING

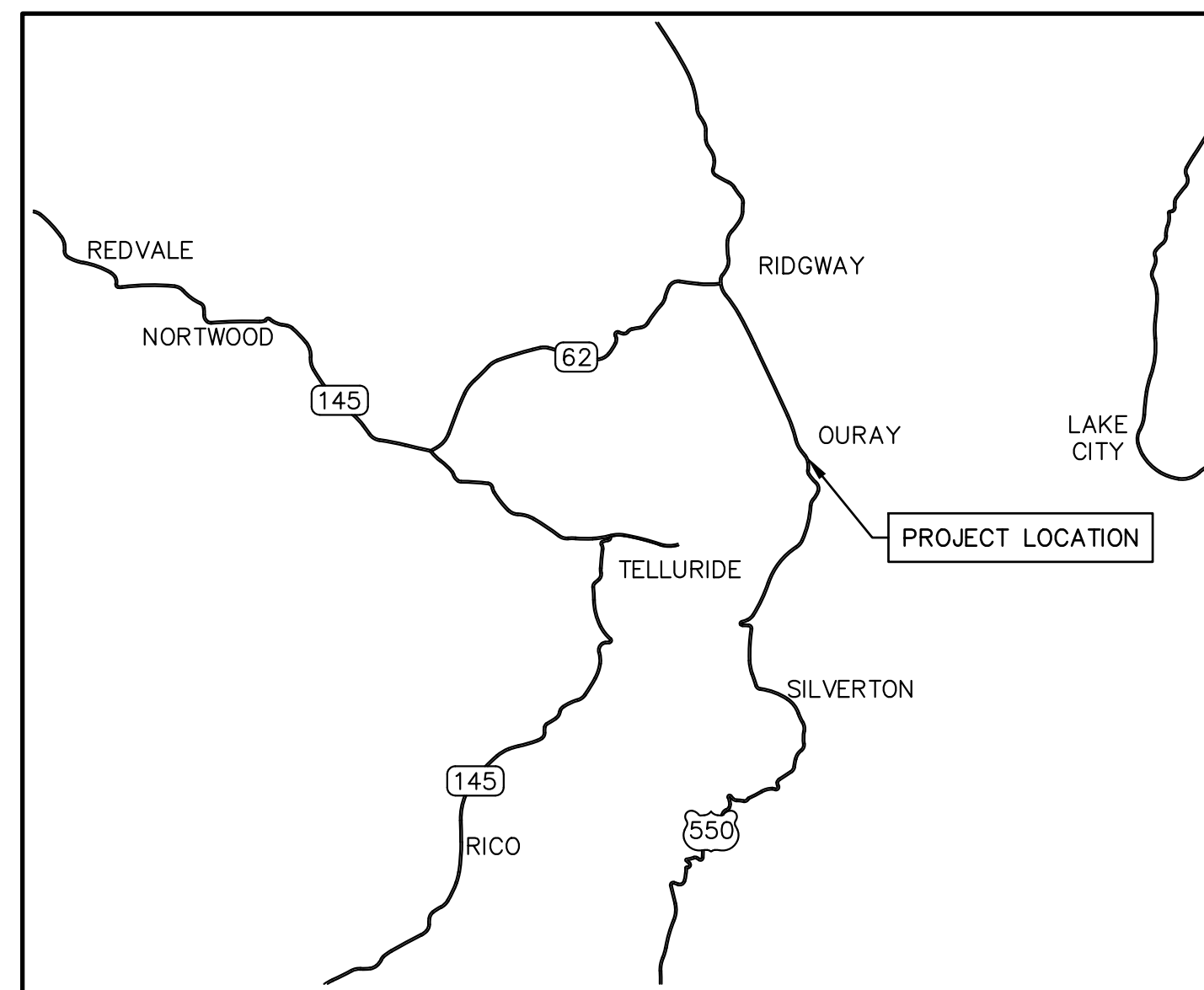
MECHANICAL ENGINEERING

SURVEY

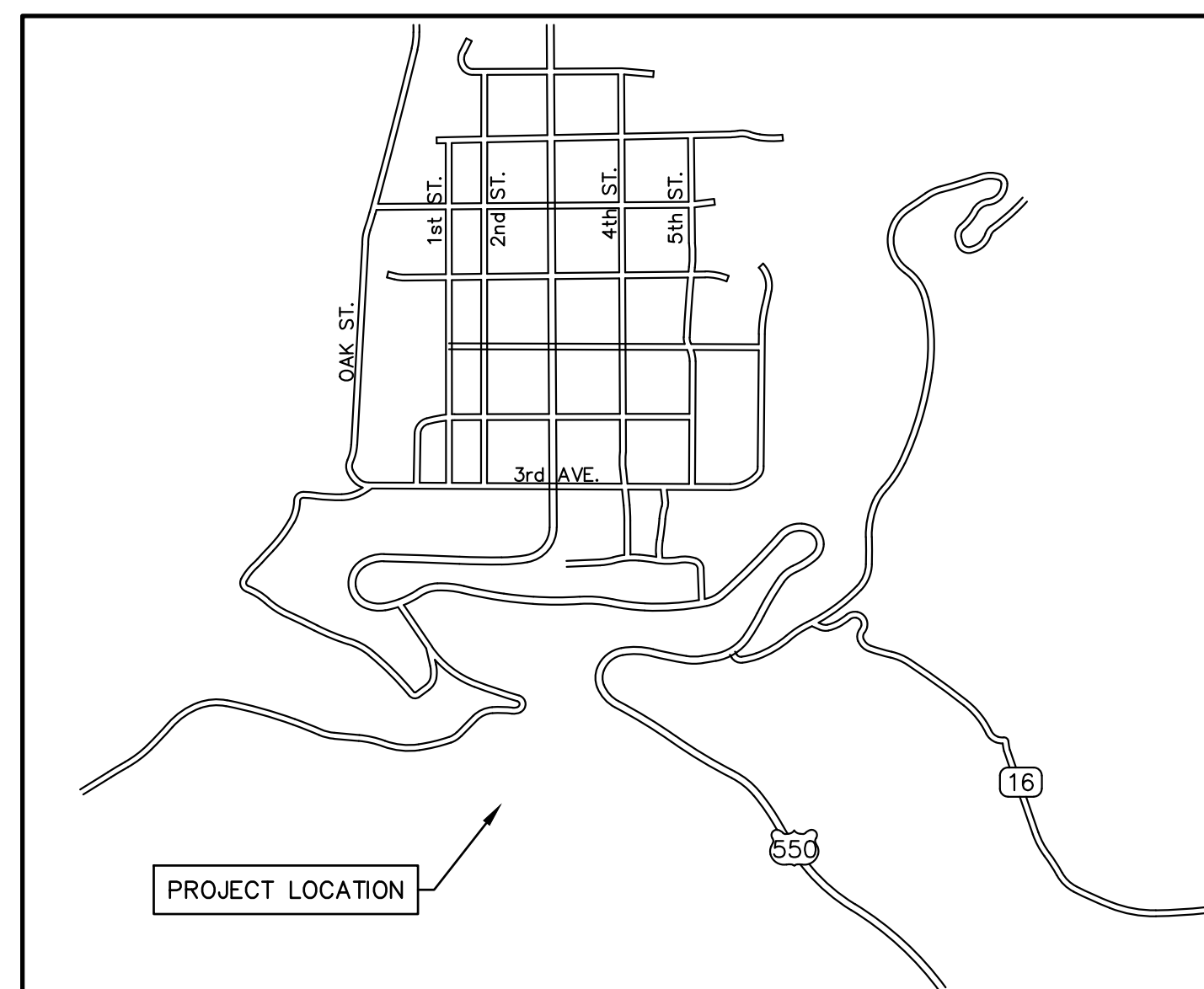
GOFF ENGINEERING & SURVEYING, INC.
 126 ROCK POINT DR, STE A
 DURANGO, CO 81301
 970.247.1705

UTILITIES

SEWER - CITY OF OURAY
 WATER - CITY OF OURAY
 ELECTRICITY - XXX
 CABLE - XXX



LOCATION MAP
 NOT TO SCALE



VICINITY MAP
 NOT TO SCALE

SHEET INDEX

CIVIL	STRUCTURAL
C1 COVER	S0.0
C2 GENERAL NOTES	S1.0
C3 PROCESS & INSTRUMENTATION DIAGRAM	S2.0
C4 HYDRAULIC PROFILE	S2.1
C5 TOPOGRAPHIC SURVEY	S2.2
C6 SITE PLAN	ELECTRICAL
C7 GRADING PLAN	E1
C8 ACCESS ROAD PLAN & PROFILE	E2
C9 YARD PIPING PLAN & PROFILE	E3
C10 YARD PIPING PLAN & PROFILE	E4
C11 YARD PIPING PLAN & PROFILE	MECHANICAL - HVAC
C12 PROCESS BUILDING - PLAN VIEW	M1
C13 PROCESS BUILDING - ISOMETRIC	M2
C14 PROCESS BUILDING - ELEVATION VIEW	M3
C15 PROCESS BUILDING - ELEVATION VIEW	M4
C16 PIPE SIZE & CHEMICAL NOTES AND DETAILS	M5
C17 CHEMICAL INJECTION, ANALYZERS, AND SAMPLE POINTS	MECHANICAL - PLUMBING
C18 ULTRA FILTRATION SKID DETAILS	P1
C19 PRE-STRAINER & RECYCLE FEED PUMPS DETAILS	P2
C20 RECYCLE SKID DETAILS	P3
C21 BACKWASH PUMP DETAILS	P4
C22 CHEMICAL FEED PANELS DETAILS	CONTROLS
C23 TANK DETAILS	CT1
C24 TANK DETAILS	
C25 GENERAL DETAILS	
C26 GENERAL DETAILS	
ARCHITECTURAL	



12687 W. CEDAR DRIVE, SUITE 300
 LAKEWOOD, CO 80228
 720.749.4165
 WWW.ELEMENTENGINEERING.NET

NO	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
 COVER
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

DATE	FEB 2022
JOB NUMBER	0111.0001
SCALE	NTS
EDITION	60% CMAR
SHEET	C1 OF C26

THESE PLANS HAVE BEEN APPROVED BY THE CITY OF OURAY. A REPRESENTATIVE WILL OBSERVE THE WORK FOR COMPLIANCE WITH THE APPROVED PLANS, BUT DOES NOT GUARANTEE THE CONTRACTOR'S PERFORMANCE. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF THE FACILITIES IN ACCORDANCE WITH THE APPROVED PLANS AND WITH APPLICABLE RULES AND REGULATIONS. WORK NOT PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS WILL NOT BE ACCEPTED. ACCEPTANCE OF THE WORK DOES NOT RELIEVE THE CONTRACTOR OF THEIR OBLIGATIONS UNDER APPLICABLE WARRANTIES.

GENERAL CIVIL CONSTRUCTION NOTES:

1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY THE CONTRACT DOCUMENTS.
3. UNLESS OTHERWISE APPROVED BY THE ENGINEER AND OWNER CONSTRUCTION SHALL BE LIMITED TO HOURS BETWEEN 7:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY. IF THE CONTRACTOR WISHES TO WORK ON SATURDAY OR SUNDAY THE ENGINEER MUST BE NOTIFIED BY WEDNESDAY NOON PRIOR TO THAT WEEKEND FOR APPROVAL.
4. THE CONTRACTOR IS TO PROVIDE A DETAILED CONSTRUCTION SCHEDULE DELINEATING CONSTRUCTION MILESTONES AND THE NATURE OF WORK BEING PERFORMED. THE SCHEDULE SHALL DETAIL ACTIVITIES FROM THE START OF CONSTRUCTION THROUGH STARTUP. THIS SCHEDULE SHALL BE PROVIDED TO THE ENGINEER TWO (2) WEEKS PRIOR TO CONSTRUCTION AND UPDATED WEEKLY.
5. THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE PROJECT IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DRAWINGS INCLUDING SUCH INCIDENTALS AS MAY BE NECESSARY TO MEET APPLICABLE AGENCY REQUIREMENTS AND PROVIDE A COMPLETED PROJECT.
6. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR AND EQUIPMENT AND PERFORM WORK SHOWN OR IMPLIED AS NECESSARY FOR THE COMPLETED TREATMENT, PUMPING, AND DISTRIBUTION SYSTEM, READY FOR USE.
7. THE ENGINEER HAS ATTEMPTED TO LOCATE EXISTING SUBSURFACE UTILITIES, HOWEVER, SOME MAY EXIST THAT ARE NOT SHOWN. THE CONTRACTOR SHALL POTHOLE AS NECESSARY AND EXERCISE CARE IN HIS WORK SO AS TO AVOID DAMAGE TO ANY UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL CONSIDER EXPLORATORY POTHOLING AS NECESSARY TO LOCATE ALL EXISTING UTILITIES AS NECESSARY TO COMPLETE THE WORK. THIS IS INCIDENTAL TO THE PROJECT AND IS NOT CONSIDERED A SEPARATE PAY ITEM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING, ALL DIMENSIONS, ELEVATIONS, AND LOCATIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO BEGINNING THE WORK.
9. ANY SUBSURFACE CONDITIONS ENCOUNTERED THAT ARE UNUSUAL OR DIFFERENT THAN THOSE INDICATED BY THE ENGINEER SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
10. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL PERMITS REQUIRED OF THIS WORK AND SHALL FAITHFULLY ADHERE TO THE ALL PERMIT REQUIREMENTS.
11. TEMPORARY AND PERMANENT EROSION CONTROL STRUCTURE METHODS SHALL BE IN ACCORDANCE WITH ADAMS COUNTY REGULATIONS AND ARE TO BE UTILIZED DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AN ADAMS COUNTY AND CDPHE SWMP/PERMIT, AND SHALL COMPLY WITH ALL REQUIREMENTS OF THESE PERMITS.
12. ALL EROSION CONTROL STRUCTURES SHOWN OR AS REQUIRED DURING CONSTRUCTION SHALL BE CONTINUOUSLY MAINTAINED THROUGH WARRANTY PERIOD AND UNTIL RE-VEGETATION TAKES HOLD. CONTRACTOR IS NOT REQUIRED TO MAINTAIN THE SITE AFTER RE-VEGETATION HAS TAKEN HOLD.
13. CONTRACTOR SHALL CLEAN UP, SEED, AND RESTORE DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF THE WORK IN THE AFFECTED AREA.
14. ALL EXISTING FACILITIES SHALL BE MAINTAINED IN-PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AND OTHER FACILITIES AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER-THAN-ORIGINAL CONDITION.
15. THE CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, CONES IN ACCORDANCE WITH STATE, LOCAL AND FEDERAL GUIDELINES TO ENSURE THE SAFETY OF WORKERS AND THE PUBLIC. ALL BARRICADES, SIGNS SHALL BE IN PLACE PRIOR TO THE BEGINNING OF ANY CONSTRUCTION ACTIVITY.
16. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN APPROVAL FOR A TRAFFIC CONTROL PLAN. THE TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY ADAMS COUNTY AND THE OWNER'S REPRESENTATIVE.
17. UNLESS OTHERWISE GRANTED PERMISSION BY THE OWNER IN WRITING, THE CONTRACTOR MUST ALLOW ACCESS TO ALL PROPERTIES FOR BOTH RESIDENTS AND EMERGENCY VEHICLES.
18. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE CLEANLINESS AND SAFETY OF ALL ROADWAYS ADJACENT TO THE PROJECT SITE. IF AT ANY TIME, THESE ROADWAYS ARE FOUND TO BE DANGEROUS OR NOT PASSABLE DUE TO DEBRIS OR MUD, THE COUNTY MAY SHUT THE PROJECT DOWN.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY PROBLEM IN CONFORMING TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
20. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AND THE FACILITY OPERATOR FOR LOCATION OF UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, AS WELL AS ANY INDEPENDENT LOCATOR FOR PRIVATE LINES.
21. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AT LEAST 48 HOURS PRIOR TO ANY DESIRED INSPECTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
22. SERVICE TRENCHES AND UTILITY MAIN TRENCHES SHALL BE COMPACTED THROUGHOUT THE DEPTH OF THE TRENCH PER THE SPECIFICATIONS.
23. THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN THE CONSTRUCTION FROM THE APPROVED DRAWINGS AS WELL AS THE LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE UPON REQUEST.
24. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO INITIAL ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL SUBMIT A CLEAN SET OF FIELD RECORD DRAWINGS CONTAINING ALL AS-BUILT INFORMATION TO THE ENGINEER. ALL INFORMATION SHOWN ON THE CONTRACTOR'S FIELD RECORD DRAWINGS SHALL BE SUBJECT TO VERIFICATION BY THE ENGINEER. IF SIGNIFICANT ERRORS OR DEVIATIONS ARE NOTED BY THE ENGINEER, AN AS-BUILT SURVEY PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL LAND SURVEYOR SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE.
25. ALL SUBMITTAL RECORDS ARE TO BE KEPT ONSITE AS WELL AS ALL DAILY INSPECTION REPORTS, INCLUDING, BUT NOT LIMITED TO, COMPACTION TESTS, CONCRETE TESTS, ETC.
26. ALL EQUIPMENT AND MATERIAL IS TO BE INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS. ALL EQUIPMENT STARTUP SHALL BE PROVIDED BY A MANUFACTURER APPROVED FIELD REPRESENTATIVE. MANUFACTURER FIELD TRAINING FOR THE OPERATIONS STAFF SHALL ALSO BE PROVIDED AT EITHER THE TIME OF STARTUP OR AT ANOTHER TIME AS APPROVED BY THE OPERATOR.
27. MANHOLE VAULT/EXTERIOR JOINTS SHALL BE WRAPPED IN 12" WIDE CONSEAL CS 2012 OR APPROVED EQUAL.
28. MEGALUGS AND CONCRETE THRUST BLOCKS WILL BE REQUIRED FOR ALL MAIN LINES. TRACER WIRE IS REQUIRED ON ALL PIPES. TRACER WIRE SHALL BE 12 GAUGE DIRECT BURY SOLID SINGLE STRAND

COPPER WIRE WITH TEST STATIONS AT TERMINATIONS OF PROPOSED PIPE.

29. PIPE BEDDING SHALL BE SQUEEGEE 6" BELOW THE BOTTOM OF THE PIPE AND 12" ABOVE THE PIPE.
30. ALL BURIED DUCTILE IRON PIPE, FITTINGS, VALVES AND OTHER APPURTENANCES SHALL BE WRAPPED WITH POLYETHYLENE SHEETING.
31. FOR ALL VALVES TO BE ABANDONED: CLOSE VALVE, REMOVE AND DISPOSE OF VALVE BOX AND COVER, FILL HOLE WITH APPROVED MATERIAL AND RESTORE SITE.
32. FOR ALL PIPE TO BE ABANDONED: AT A MINIMUM, UNLESS OTHERWISE NOTED ON THE PLANS, ALL ENDS ARE TO BE CAPPED WITH CONCRETE. ABANDONED WATERLINES ABOVE OR BELOW THE NEW WATERLINE AND/OR CONFLICTS WITH CLEARANCES SHALL BE REMOVED (18" BEYOND O.D.) AND CAPPED WITH CONCRETE. ACTIVE WATERLINES WILL REQUIRE PLUGS/CI CAPS AND THRUST BLOCKS. THE COST FOR THIS WILL BE INCLUDED IN THE INSTALLATION OF THE WATERLINE.
33. NO TEMPORARY OR PERMANENT THRUST BLOCKS ALLOWED AGAINST NEW OR EXISTING PIPE. TEMPORARY THRUST BLOCKS (4X4 AGAINST TRENCH WALL) WILL BE ALLOWED.
34. ALL BOLTS FOR ABOVE GRADE FITTINGS SHALL BE ASTM 316 STAINLESS STEEL.
35. CONTRACTOR SHALL FIELD VERIFY INVERTS PRIOR TO COMPLETING CONNECTIONS TO EXISTING STRUCTURES. IF ANY DISCREPANCIES ARE FOUND THE ENGINEER SHALL BE CONTACTED IMMEDIATELY.
36. ALL YARD VALVES SHALL HAVE EXTENSIONS THAT TERMINATE 4-FOOT BELOW THE TOP OF THE VALVE BOX.
37. CONTRACTOR SHALL HAUL OFF AND DISPOSE OF ANY EXCESS SPOIL MATERIAL, ANY MISCELLANEOUS DEBRIS, AND ANY STRUCTURES, PIPING OR OTHER DEBRIS CALLED OUT TO BE DEMOLISHED AT HIS OWN EXPENSE. ALL MATERIAL MUST BE DISPOSED OF IN AN APPROVED OFFSITE LOCATION.
38. PIPE, FITTINGS, AND ACCESSORIES SHALL BE HANDLED IN SUCH A MANNER THAT WILL ENSURE INSTALLATION IN SOUND, UNDAMAGED CONDITION. EQUIPMENT, TOOLS, AND METHODS USED IN HANDLING AND INSTALLING PIPE AND FITTINGS SHALL NOT DAMAGE THE PIPE AND FITTINGS.
39. THE INTERIOR OF ALL PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED OF ALL FOREIGN MATTER PRIOR TO INSTALLATION. BEFORE JOINTING, ALL JOINT CONTACT SURFACES SHALL BE WIRE BRUSHED IF NECESSARY, WIPED CLEAN, AND KEPT CLEAN UNTIL JOINTING IS COMPLETED.
40. PRECAUTIONS SHALL BE TAKEN TO PREVENT FOREIGN MATERIAL FROM ENTERING THE PIPE DURING INSTALLATION. DEBRIS, TOOLS, CLOTHING, OR OTHER OBJECTS SHALL NOT BE PLACED IN OR ALLOWED TO ENTER THE PIPE. END OF LINES TO BE PLUGGED TO PREVENT DEBRIS OR ANIMALS FROM ENTERING PIPE.
41. CUTTING SHALL BE DONE IN A NEAT MANNER, WITHOUT DAMAGE TO THE PIPE OR THE LINING. CUTS SHALL BE SMOOTH, STRAIGHT, AND AT RIGHT ANGLES TO THE PIPE AXIS. AFTER CUTTING, THE ENDS OF THE PIPE SHALL BE DRESSED WITH A FILE OR POWER GRINDER TO REMOVE ALL ROUGHNESS AND SHARP EDGES. THE CUT ENDS OF PUSH-ON JOINT PIPE SHALL BE SUITABLY BEVELED.
42. NO DEFLECTION SHALL BE PERMITTED ON INTERIOR PIPE AND FITTINGS.
43. DIAMETRICALLY OPPOSITE NUTS SHALL BE TIGHTENED PROGRESSIVELY AND EVENLY. FINAL TIGHTENING SHALL BE DONE WITH A TORQUE LIMITING WRENCH SET FOR THE TORQUE RECOMMENDED BY THE MANUFACTURER FOR ALL FITTINGS AND SERVICE SADDLES.
44. BEFORE THE JOINT IS ASSEMBLED, THE FLANGE FACES SHALL BE THOROUGHLY CLEANED OF ALL FOREIGN MATERIAL WITH A POWER WIRE BRUSH. THE GASKET SHALL BE CENTERED AND THE CONNECTING FLANGES DRAWN UP WATERTIGHT WITHOUT UNNECESSARY STRESSING OF THE FLANGES. ALL BOLTS SHALL BE TIGHTENED IN A PROGRESSIVE DIAMETRICALLY OPPOSITE SEQUENCE USING TORQUE WRENCHES AT SETTINGS RECOMMENDED BY THE MANUFACTURER. WHERE DISSIMILAR FLANGES ARE CONNECTED, AN INSULATING CONNECTION SHALL BE PROVIDED.
45. ALL JOINTS SHALL BE WATERTIGHT AND FREE FROM LEAKS. EACH LEAK WHICH IS DISCOVERED WITHIN THE CORRECTION PERIOD STIPULATED IN THE GENERAL PROVISIONS SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR.
46. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY PUMPING EQUIPMENT; PIPING CONNECTIONS BETWEEN THE PIPING AND THE NEAREST AVAILABLE SOURCE OF TEST WATER; PRESSURE GAUGES; AND OTHER EQUIPMENT, MATERIALS, AND FACILITIES NECESSARY FOR THE TESTS.
47. ALL CONTRACTOR INSTALLED PIPE, FITTINGS, VALVES, PIPE JOINTS, AND OTHER MATERIALS WHICH ARE FOUND TO BE DEFECTIVE SHALL BE REMOVED AND REPLACED WITH NEW AND ACCEPTABLE MATERIALS, AND THE AFFECTED PORTION OF THE PIPING RETESTED BY AND AT THE EXPENSE OF THE CONTRACTOR.
48. FLEXIBLE COUPLINGS AND FLANGE ADAPTERS SHALL BE DESIGNED TO RELIEVE STRESS IN PIPELINES DUE TO THERMAL EXPANSION/CONTRACTION, DIFFERENTIAL SETTLEMENT OR MISALIGNMENT AND MECHANICAL VIBRATION. FLEXIBLE COUPLINGS SHALL CONSIST OF A SLEEVE WHICH SHALL FIT OVER THE ENDS OF THE TWO PIPE SECTIONS TO BE JOINED. THE COUPLING SHALL FORM A WATER TIGHT SEAL BY COMPRESSING RESILIENT WEDGE-SHAPED GASKETS BETWEEN THE ENDS OF THE SLEEVE AND THE PIPE SECTIONS. THE GASKETS SHALL BE COMPRESSED BY TWO RETAINER RINGS BOLTED TO ONE ANOTHER ON THE OUTSIDE OF THE COUPLING SLEEVE. FLANGE ADAPTERS SHALL BE EQUIVALENT TO FLEXIBLE COUPLINGS EXCEPT THAT ONE RETAINER RING AND GASKET SHALL BE REPLACED WITH A FLANGED CONNECTION ON THE COUPLING SLEEVE.
49. ALL VALVES SHALL HAVE THE MANUFACTURER AND SIZE OF THE VALVE VISIBLY CAST ON THE BODY OR ON A PLATE ATTACHED TO THE BODY OF THE VALVE. VALVES AND REQUIRED OPERATING APPURTENANCES SHALL BE THE PRODUCT OF THE SAME MANUFACTURER. VALVE SEALS SHALL BE ABLE TO PROVIDE TIGHT CLOSURE AND PREVENT METAL-TO-METAL CONTACT. VALVES SHALL OPEN RIGHT. ALL VALVES OVER 6-FEET HIGH NEED CHAINS.
50. VALVE COMPONENTS SHALL WITHSTAND THE ENVIRONMENTAL CONDITIONS AND PROVIDE CONTINUOUS TROUBLE-FREE SERVICE.
51. ANY MATERIAL TO BE IN CONTACT WITH POTABLE WATER SHALL BE NSF 61 CERTIFIED.
52. THE CONTRACTOR IS RESPONSIBLE FOR:
 - 52.1. NOTIFYING CUSTOMERS WHO MAY BE AFFECTED BY A WATER OUTAGE DURING CONSTRUCTION BY FACE TO FACE CONTACT AND DOOR HANGAR.
 - 52.2. OBTAINING, AT THE CONTRACTORS EXPENSE, APPLICABLE LICENSES, PERMITS, BONDS, ETC.
53. CONTRACTOR SHALL CONTACT ELECTRIC COMPANY TWO WEEKS IN ADVANCE OF ANY EXCAVATION WITHIN 10 FEET OF A UTILITY POLE.
54. CONTRACTOR TO LOCATE AND EXPOSE EXISTING SERVICE LINES, VERIFY SIZE AND MATERIAL, HAVE NECESSARY PARTS ON SITE FOR TEMPORARY WATER HOOKUP. CONNECTION TO SERVICE LINE IMMEDIATELY AFTER CUTTING TO PREVENT WATER FROM DRAINING FROM THE HOUSE.
55. THE CONTRACTOR SHALL SUBMIT, FOR RECORD, PRODUCT INFORMATION AND LAYOUTS FOR THE FOLLOWING ASSEMBLIES. THE SELECTION, SIZING, AND LAYOUT OF THESE ASSEMBLIES IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL MEET THE SPECIFICATION AND MANUFACTURER'S REQUIREMENTS. THESE SUBMITTALS SHALL CLEARLY INDICATE THE BASIS OF DESIGN, LOCATION OF ATTACHMENT POINTS TO THE STRUCTURE, AND MAGNITUDE OF THE LOADS IMPOSED ON THE STRUCTURAL SYSTEM.
 - 55.1. PIPE SUPPORTS AND PIPE HANGERS
 - 55.2. METAL GRATING

TESTING AND INSPECTION NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY AUTHORIZED INSPECTORS PRIOR TO PROCEEDING WITH THE SUBSEQUENT WORK WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED. FAILURE TO OBTAIN NECESSARY INSPECTION(S) AND APPROVAL(S) SHALL RESULT IN THE CONTRACTOR BEING FULLY RESPONSIBLE FOR ANY ISSUES ARISING FROM UN-INSPECTED WORK.
2. NEWLY INSTALLED WATER MAINS SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH THE SPECIFICATIONS.
3. NEWLY INSTALLED WATER MAINS, PIPING, EQUIPMENT, ETC. MUST BE DISINFECTED PER AWWA STANDARD C651 (LATEST EDITION). THE WATER STORAGE TANK SHALL BE DISINFECTED PER AWWA STANDARD C652 (LATEST EDITION). THE PREFERRED METHOD FOR CHLORINATION OF WATER MAINS IS TO USE SUFFICIENT CHLORINE TABLETS TO PRODUCE A 25 MG/L SOLUTION. TABLETS SHOULD BE ATTACHED TO THE TOP OF THE PIPE WITH AN APPROVED ADHESIVE CERTIFIED TO NSF STANDARD 61, PRIOR TO THE PIPE INSTALLATION IN THE TRENCH. CHLORINATION OF ANY FINISHED PIPELINE SHALL BE COMPLETED PRIOR TO HYDROSTATIC TESTING.
4. CONTRACTOR IS REQUIRED TO PERFORM CLEAR WATER SAMPLING. ENGINEER MUST SEE PASSING LAB RESULTS PRIOR TO CONNECTING SERVICE LINES TO ALL TEMPORARY AND NEW LINES.
5. THE WATER QUALITY CONTROL DIVISION OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) REQUIRES ALL WATER LINE CONTRACTORS POSSESS A CURRENT DISCHARGE PERMIT FOR THE DISCHARGES OF CHLORINATED AND PROCESS WATERS ASSOCIATED WITH THE INSTALLATION OF NEW MAINS, TANKS, ETC.

BACKFILLING AND COMPACTION NOTES:

- A. ALL TRENCHES SHALL BE BACKFILLED AFTER PIPE, FITTINGS AND APPURTENANCES HAVE BEEN INSTALLED, INSPECTED AND APPROVED BY THE city ENGINEER.
- B. WHENEVER A COMPACTION REQUIREMENT VALUE IS SPECIFIED HEREIN, THE OPTIMUM MOISTURE CONTENT AND STANDARD PROCTOR DENSITY SHALL BE DETERMINED IN ACCORDANCE WITH ASSHTO T-99 FOR NINETY-FIVE PERCENT (95%).

DENSITY REQUIREMENTS IN TRENCH - THE CONTRACTOR SHALL OBTAIN A STANDARD PROCTOR DENSITY OF NINETY-FIVE (95%) STANDARD PROCTOR FOR THE TOTAL DEPTH OF ALL TRENCHES IN OPEN FIELDS AND IN DEDICATED ROWS. BACKFILLING SHALL BE DONE WITH GOOD SOUND EARTH, SAND OR GRAVEL, AND NO BITUMINOUS PAVEMENT, CONCRETE, ROCK OR OTHER LUMPY MATERIAL SHALL BE USED IN THE BACKFILL UNLESS THESE MATERIALS ARE SCATTERED AND DO NOT EXCEED SIX INCHES (6") IN ANY DIMENSION AND NOT PLACED WITHIN ONE FOOT OF THE 2-1/2' LIMIT. MATERIAL OF PERISHABLE, SPONGY OR OTHERWISE IMPROPER NATURE SHALL NOT BE USED IN BACKFILLING AND NO MATERIAL GREATER THAN TWO INCHES (2") IN ANY DIMENSION SHALL BE PLACED WITHIN ONE FOOT (1') OF ANY PIPE OR ROADWAY SURFACE, MANHOLE OR STRUCTURE. BACKFILLING SHALL BE ACCOMPLISHED IN THE ZONE IN LAYERS NOT TO EXCEED TWO FEET (2') OR AS RECOMMENDED BY TESTER. ALL BACKFILL MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE city ENGINEER.

COMPACTED FILL - COMPACTION SHALL BE DONE BY THE USE OF VIBRATORY EQUIPMENT, TAMPING ROLLERS, PNEUMATIC TIRE ROLLERS OR OTHER MECHANICAL TAMPERS OF THE TYPE AND SIZE APPROVED THE OWNERS. HAND TAMPERS SHALL BE USED AROUND ALL MANHOLES, VALVE BOXES, AND ANY SURFACE STRUCTURE. THE BACKFILL SHALL BE PLACED IN HORIZONTAL LAYERS OF SUCH DEPTHS AS ARE CONSIDERED PROPER FOR THE TYPE OF COMPACTING EQUIPMENT BEING USED IN RELATION TO THE BACKFILL MATERIAL BEING PLACED. EACH LAYER SHALL BE EVENLY SPREAD, PROPERLY MOISTENED AND COMPACTED. ANY DAMAGE TO THE PIPE AS A RESULT OF CONTRACTOR'S OPERATION SHALL BE REPAIRED AND/OR REPLACED.

PROCEDURE AT STREET ZONE - THE TOP TWO AND ONE-HALF-FOOT (2-1/2') FROM FINISH STREET GRADE OR GROUND SURFACE, AS THE CASE MAY BE, SHALL BE COMPACTED IN HORIZONTAL LAYERS NOT EXCEEDING EIGHT INCHES (8") IN THICKNESS, USING APPROVED HAND PNEUMATIC OR MECHANICAL TYPE TAMPERS TO OBTAIN A STANDARD PROCTOR DENSITY OF NINETY-FIVE PERCENT (95%) FLOODING AND JETTING ARE NOT PERMITTED.

COMPACTION TESTS - COMPACTION TESTS WILL BE TAKEN BY AN APPROVED TESTING LABORATORY AT LOCATIONS DESIGNATED BY THE city ENGINEER. ALL EXPENSES INVOLVED IN THESE TESTS WILL BE BORNE BY THE CONTRACTOR. RESULTS OF THE TESTS WILL BE MADE AVAILABLE TO THE OWNERS ENGINEER IMMEDIATELY AND COPIES OF TEST RESULTS WILL BE SUPPLIED TO THE OWNERS ENGINEER ONCE PER WEEK. A FINAL TYPED BOUND COPY OF FINAL TEST RESULTS MUST BE SUBMITTED TO THE city ENGINEER AT THE END OF THE PROJECT. IN ALL CASES WHERE THE TESTS INDICATE COMPACTION LESS THAN THAT REQUIRED IN THESE STANDARDS, ADDITIONAL COMPACTION AND TESTS WILL BE REQUIRED UNTIL THESE SPECIFICATIONS ARE MET. PROBATIONARY ACCEPTANCE OF THE LINES BY THE city WILL BE CONTINGENT UPON SATISFACTORY COMPACTION RESULTS. NO HYDROSTATIC TESTING OF THE FORCE MAIN WILL BE ALLOWED UNTIL SATISFACTORY COMPACTION IS OBTAINED FREQUENCY OF TESTING WILL BE AS FOLLOWS:

- A. ONE (1) TEST AT EVERY ABOVE GROUND APPURTENANCE (I.E. VALVE BOX, MANHOLE) AT TWO-FOOT (2.0') INCREMENTS.
- B. ONE (1) TEST EVERY TWO-HUNDRED (200) LF OF MAINLINE AND 1 TEST PER SERVICE LINE TRENCHES AT TWO-FOOT (2.0') INCREMENTS BEGINNING TWO FEET (2') ABOVE SQUEEGEE TO FINAL GRADE AND ONE TEST AT FINAL GRADE.

ABBREVIATIONS:

CL	CHLORINE
M	METER
PS	PUMP SKID
UF	ULTRAFILTRATION
XX	XXX
XX	XXX
XX	XXX



REVISIONS		DATE	BY
	DESCRIPTION		

WATER TREATMENT PLANT	
GENERAL NOTES	
CITY OF OURAY 320 6TH AVE OURAY, CO 81427	

PREPARED UNDER THE DIRECT SUPERVISION OF	
DATE	FEB 2022
JOB NUMBER	0111.0001
SCALE	NTS
EDITION	60% CMAR
SHEET	C2 of C26

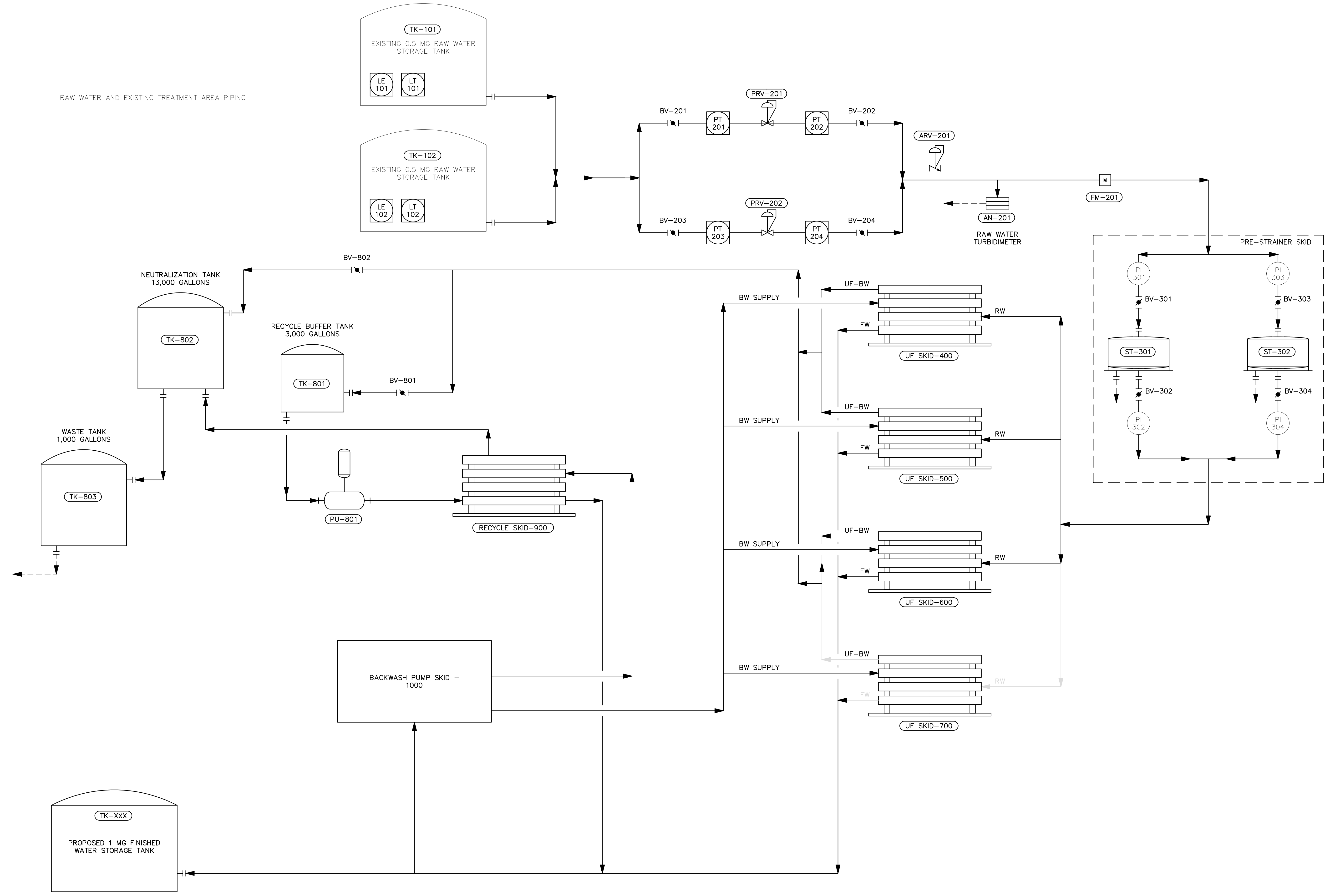
12687 W. CEDAR DRIVE, SUITE 300
 LAKEWOOD, CO 80228
 720.749.4185
 WWW.ELEMENTENGINEERING.NET

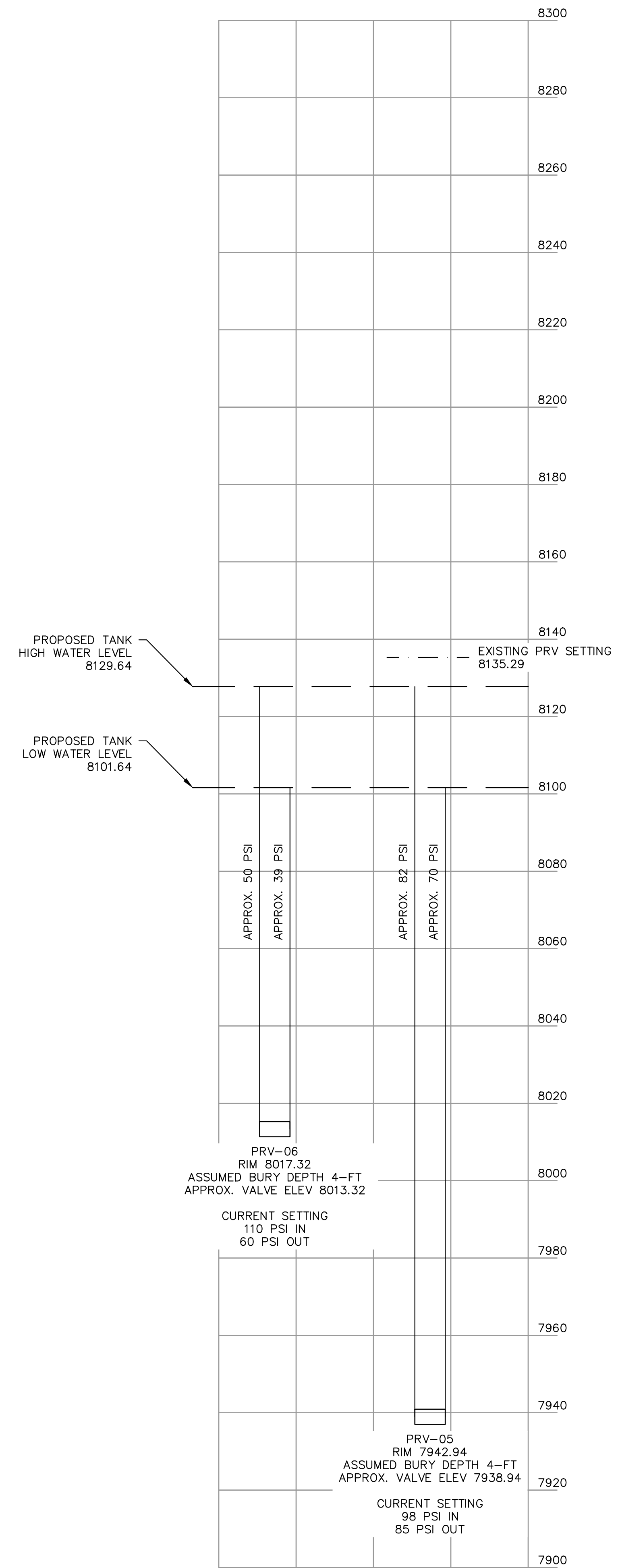
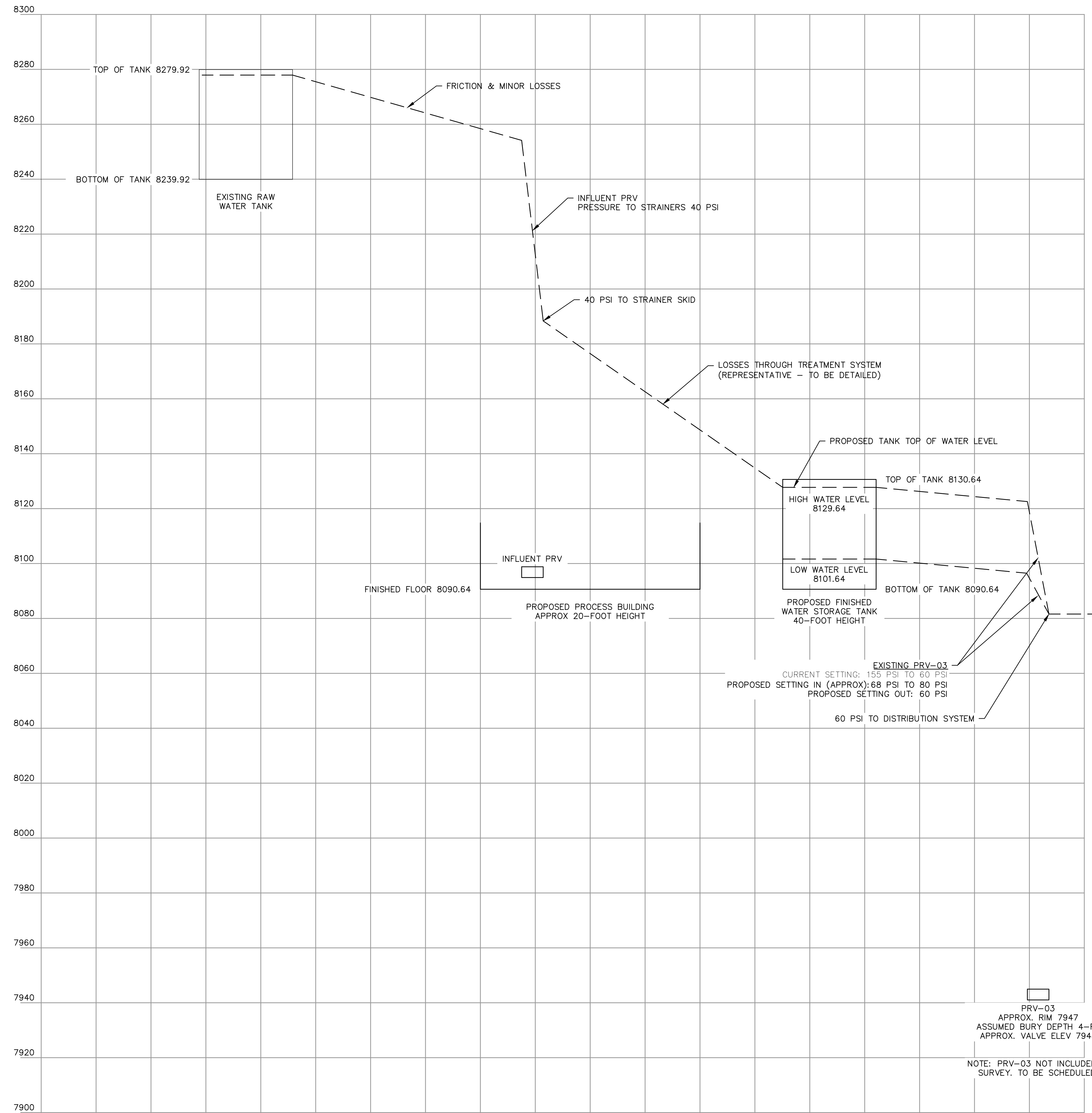
NO.	DATE	BY	DESCRIPTION

WATER TREATMENT PLANT
 PROCESS & INSTRUMENTATION
 DIAGRAM
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

FOR AND ON BEHALF OF ELEMENT ENGINEERING, LLC
DATE FEB 2022
JOB NUMBER 0111.0001
SCALE NTS
EDITION 60% CMAR
SHEET C3 OF C26

RAW WATER AND EXISTING TREATMENT AREA PIPING

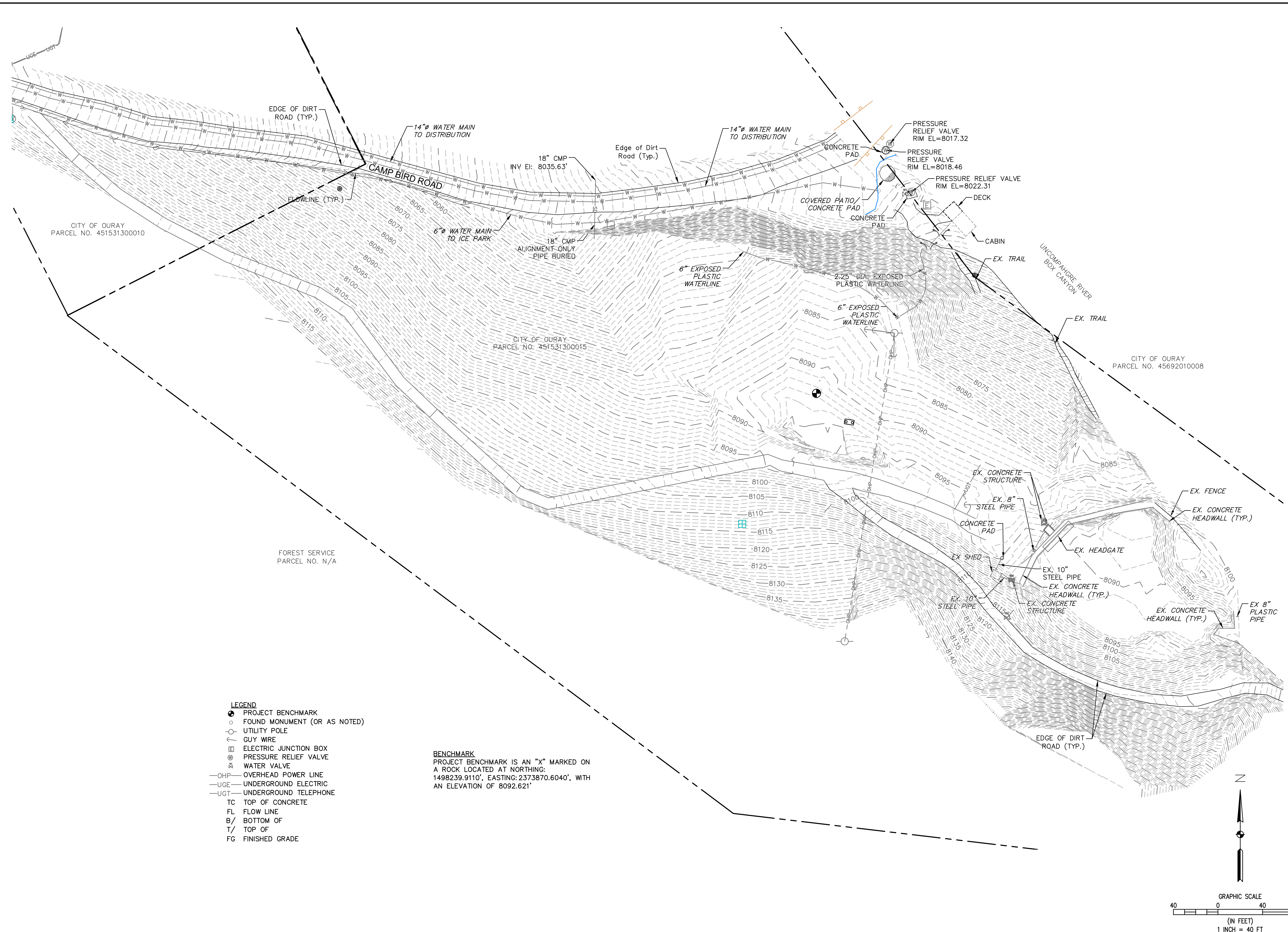




NO.	REVISIONS	DESCRIPTION	DATE	BY

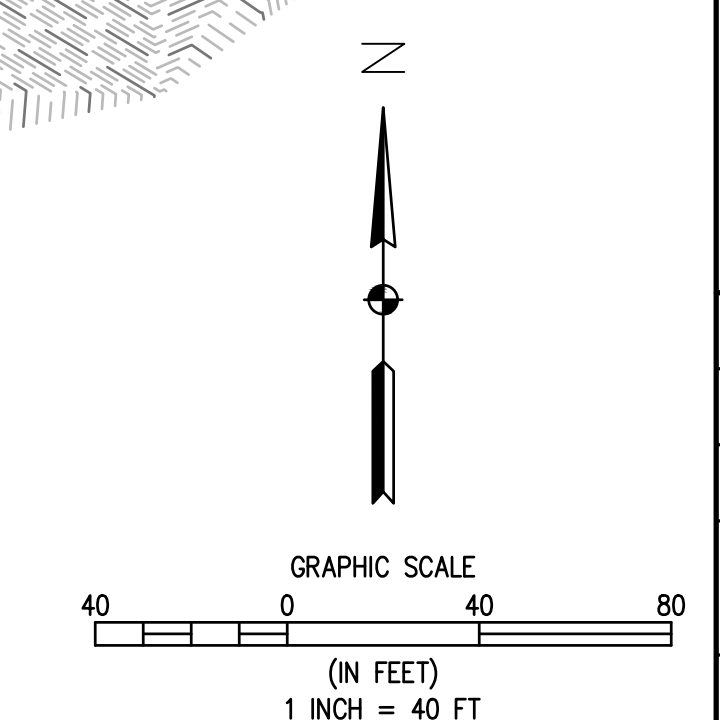
WATER TREATMENT PLANT
HYDRAULIC PROFILE
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

NOTE: PRV-03 NOT INCLUDED IN SURVEY. TO BE SCHEDULED.



- LEGEND**
- PROJECT BENCHMARK
 - FOUND MONUMENT (OR AS NOTED)
 - UTILITY POLE
 - GUY WIRE
 - ELECTRIC JUNCTION BOX
 - ⊙ PRESSURE RELIEF VALVE
 - ⊕ WATER VALVE
 - OHP— OVERHEAD POWER LINE
 - UGE— UNDERGROUND ELECTRIC
 - UGT— UNDERGROUND TELEPHONE
 - TC TOP OF CONCRETE
 - FL FLOW LINE
 - B/ BOTTOM OF
 - T/ TOP OF
 - FG FINISHED GRADE

BENCHMARK
 PROJECT BENCHMARK IS AN "X" MARKED ON A ROCK LOCATED AT NORTHING: 1498239.9110', EASTING: 2373870.6040', WITH AN ELEVATION OF 8092.621'



NO.	REVISIONS	DESCRIPTION	DATE	BY

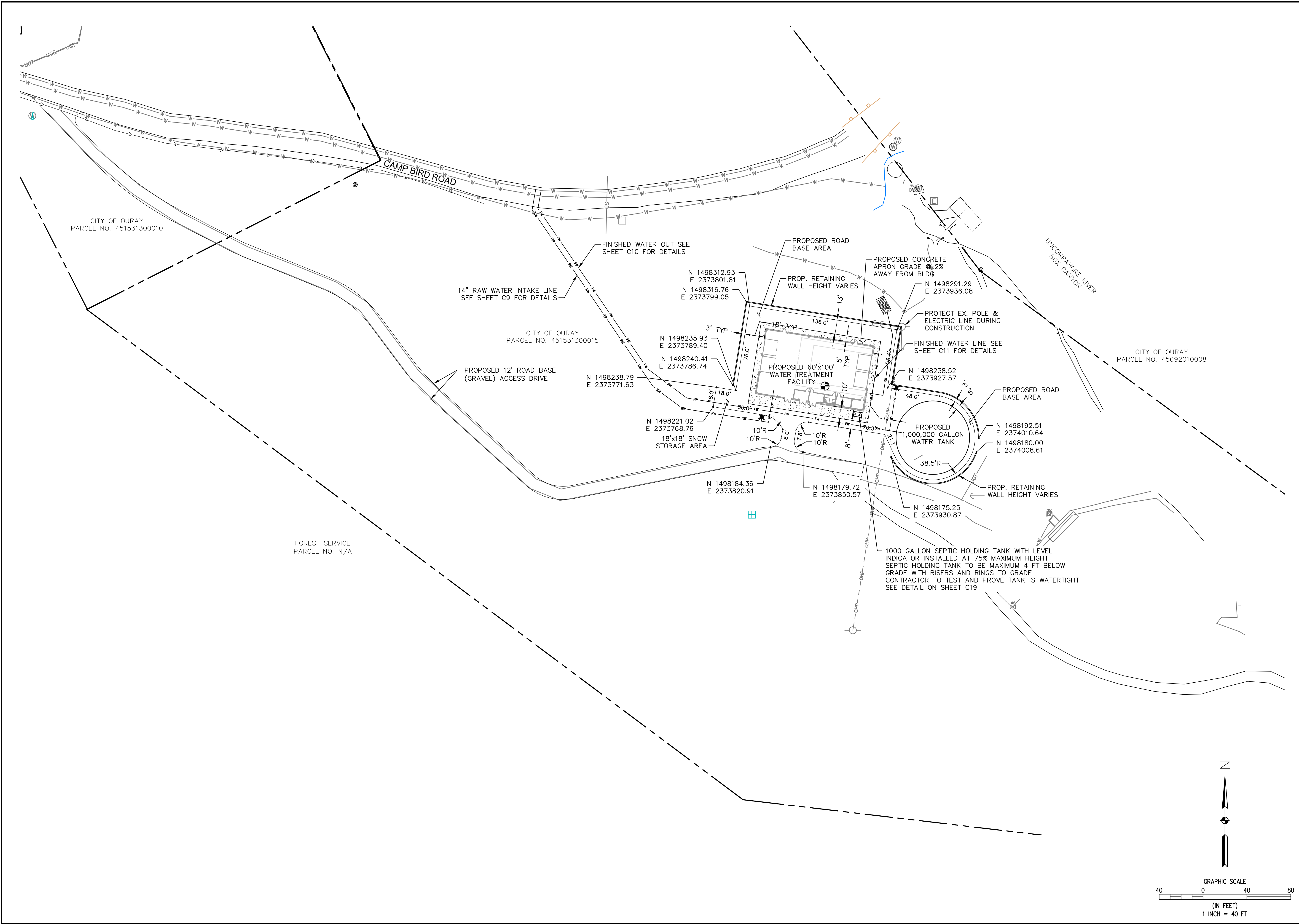
WATER TREATMENT PLANT
TOPOGRAPHIC SURVEY
 CITY OF OURAY
 320 6TH AVENUE
 OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

DATE	JAN 2022
JOB NUMBER	0111.0001
SCALE	1" = 40'
EDITION	

PERMITTING

SHEET	C5	OF	C26
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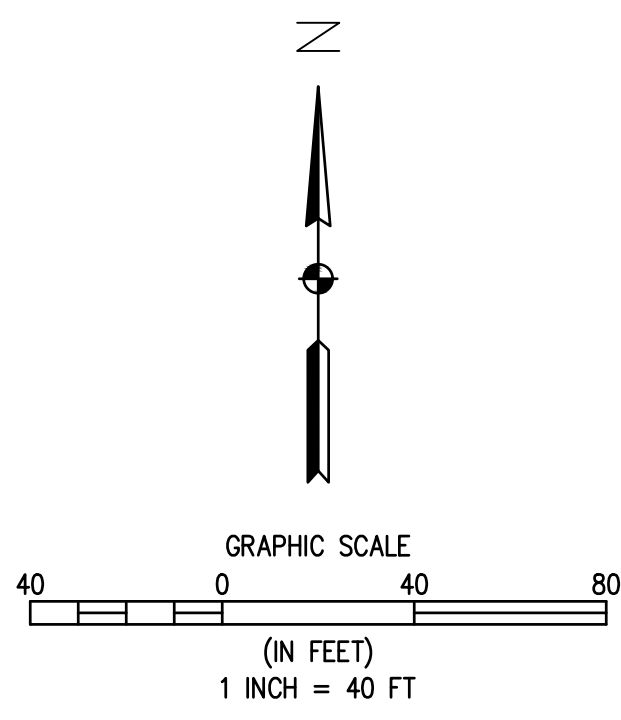


NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
SITE PLAN
CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC
DATE
JAN 2022
JOB NUMBER
0111.0001
SCALE
1" = 40'
EDITION
PERMITTING
SHEET
C6 OF C26



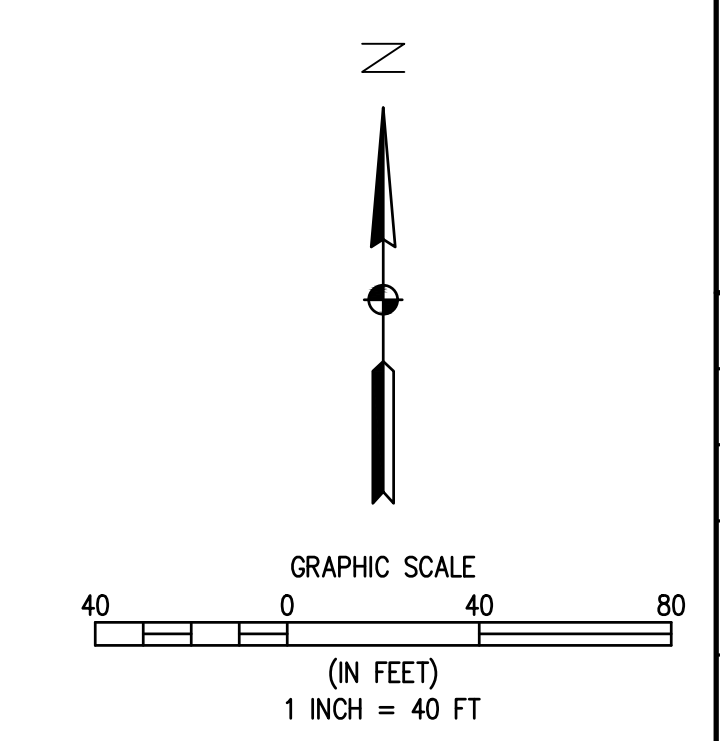


Surface Properties - CUT-FILL

Information | Definition | Analysis | Statistics

Statistics	Value
General	
Grid	
Volume	
Base Surface	EG Surface
Comparison Surface	FG
Cut Factor	1.00
Fill Factor	1.15
Cut volume (adjusted)	363.45 Cu. Yd.
Fill volume (adjusted)	64.52 Cu. Yd.
Net volume (adjusted)	298.93 Cu. Yd.<Cut>
Cut volume (unadjusted)	363.45 Cu. Yd.
Fill volume (unadjusted)	56.11 Cu. Yd.
Net volume (unadjusted)	307.34 Cu. Yd.<Cut>

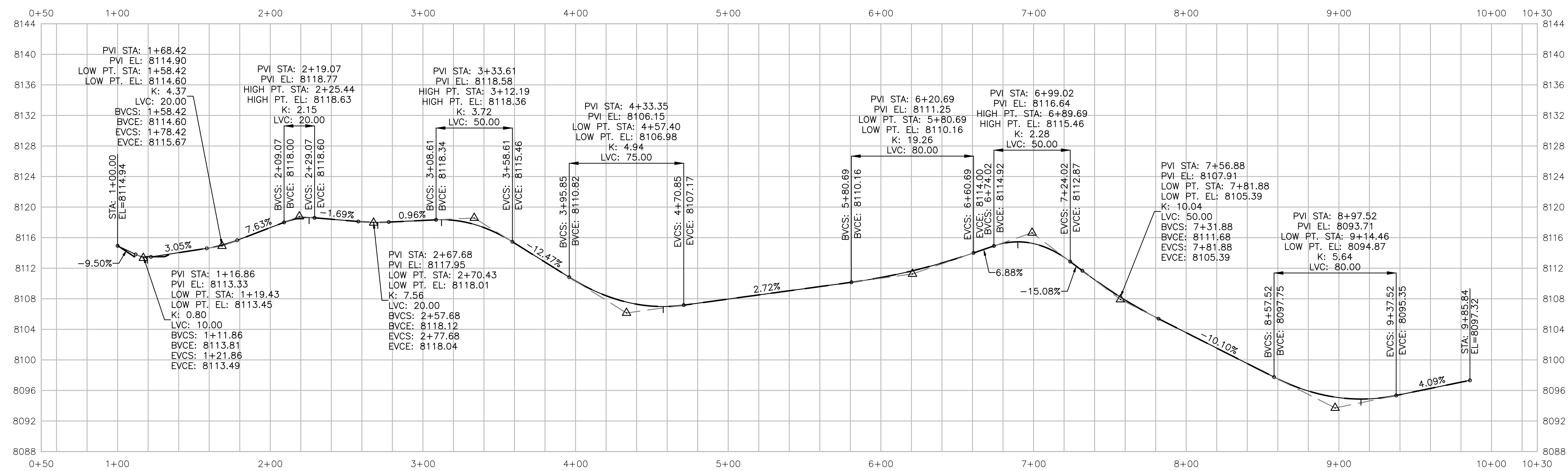
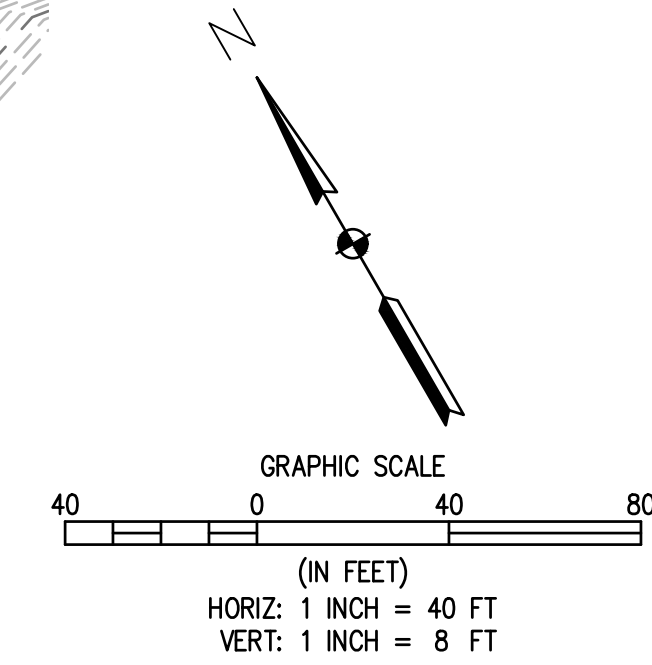
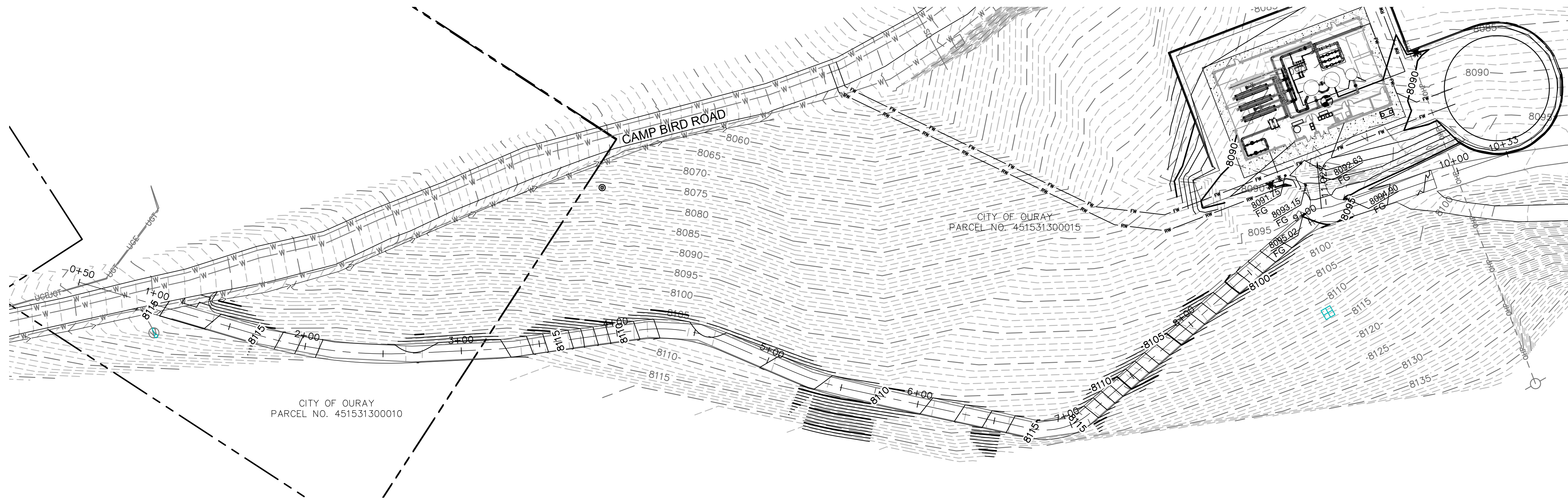
OK Cancel Apply Help



NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
GRADING PLAN
 CITY OF OURAY
 320 6TH AVENUE
 OURAY, CO 81427

FOR AND ON BEHALF OF
 ELEMENT ENGINEERING, LLC
 DATE
 JAN 2022
 JOB NUMBER
 0111.0001
 SCALE
 1" = 40'
 EDITION
PERMITTING
 SHEET
 C7 OF C26



HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 8'

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
ACCESS ROAD

CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

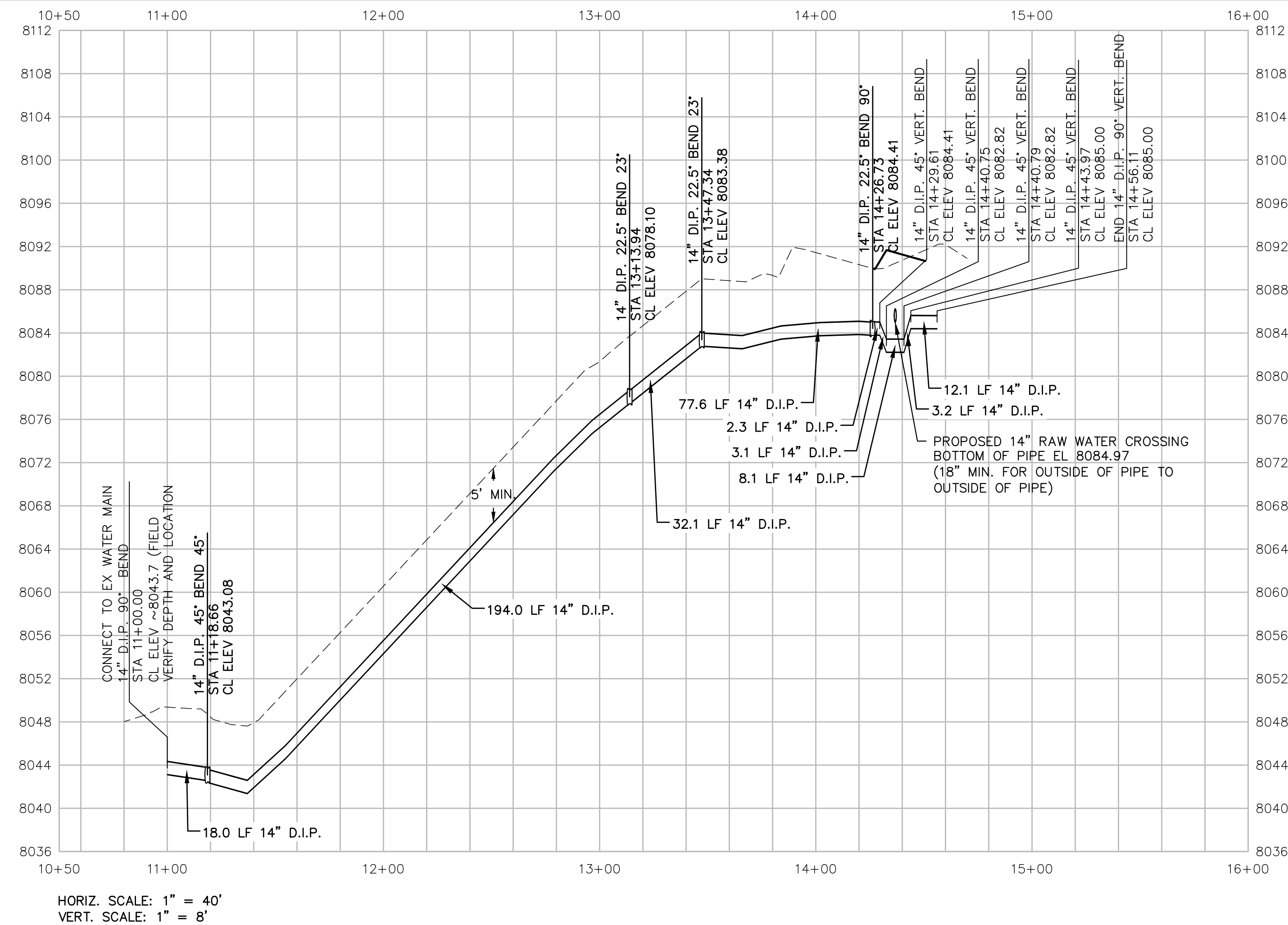
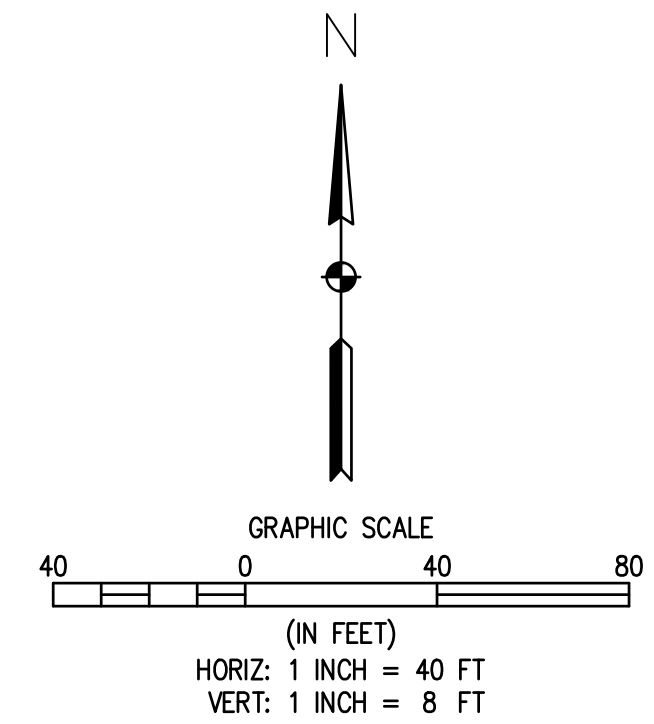
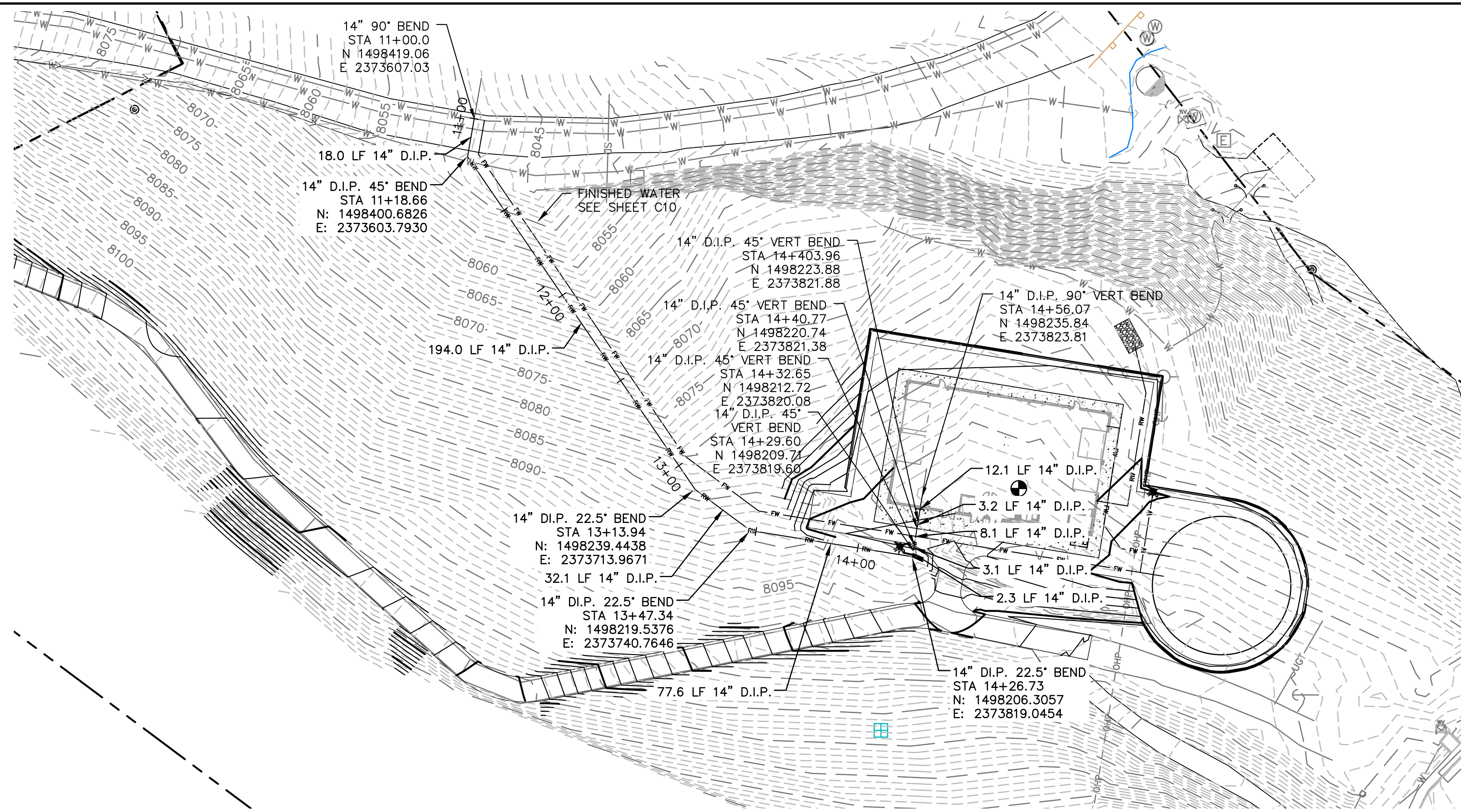
DATE
JAN 2022

JOB NUMBER
0111.0001

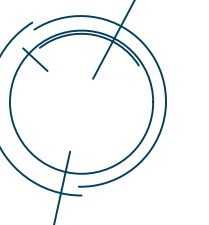
SCALE
1" = 40'

EDITION
PERMITTING

SHEET
OF C26



HORIZ. SCALE: 1" = 40'
VERT. SCALE: 1" = 8'



NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
YARD PIPING PLAN
AND PROFILE

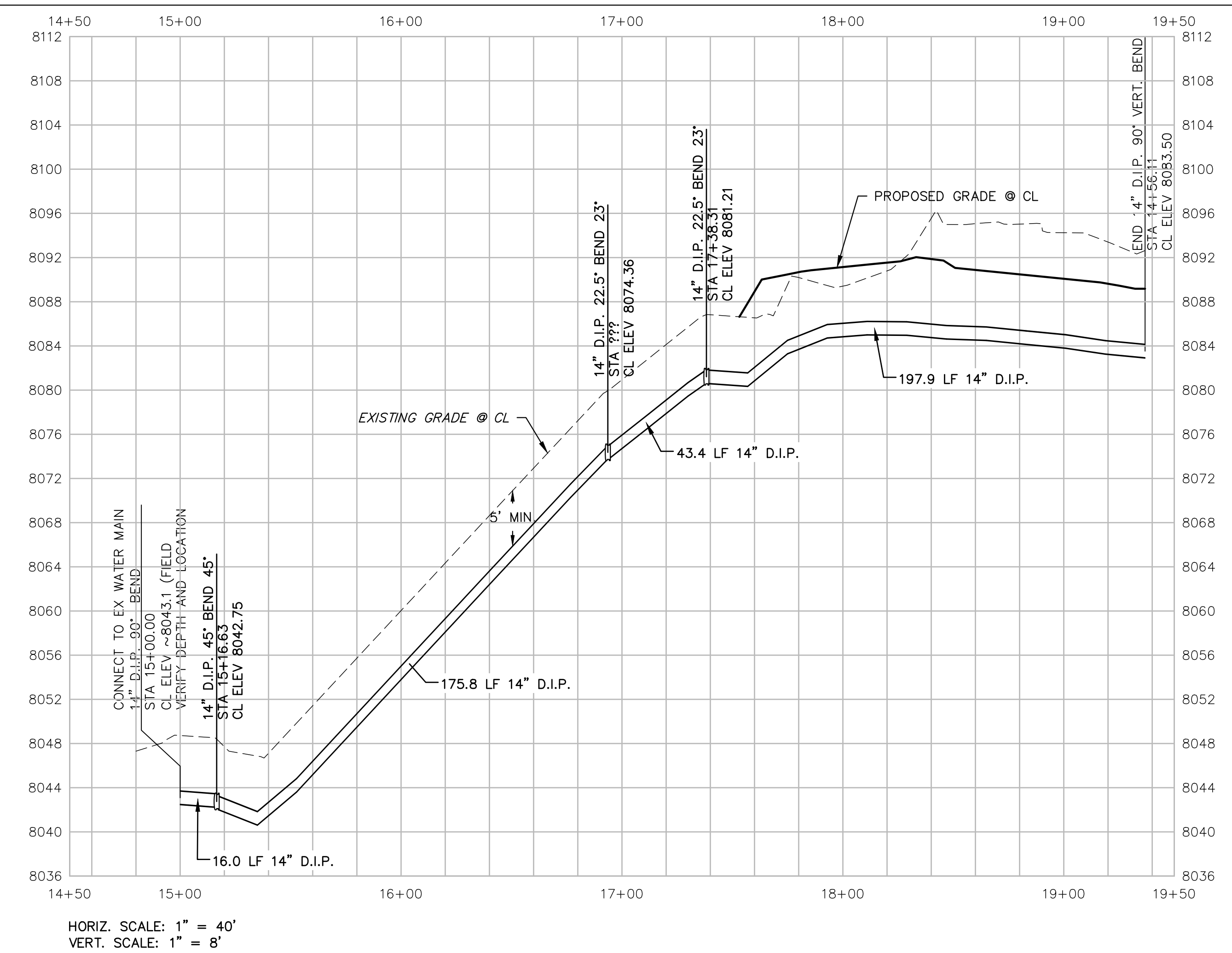
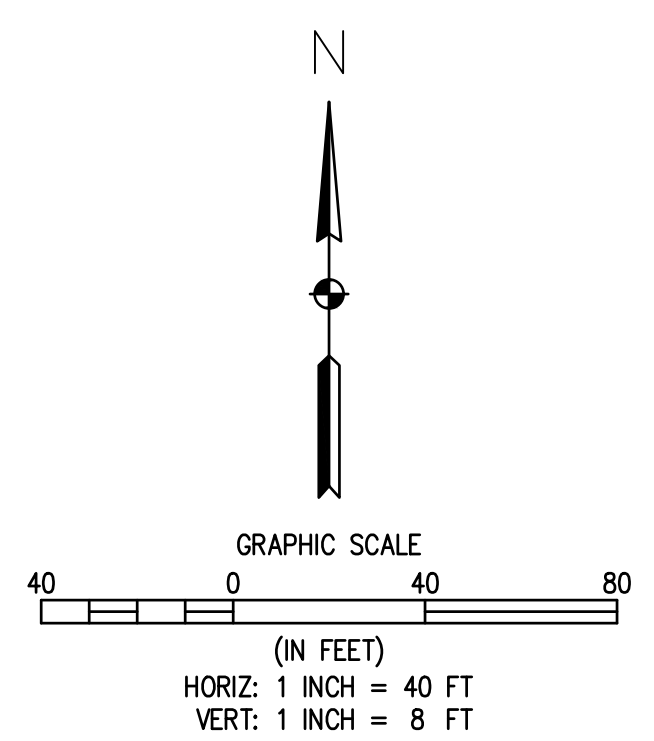
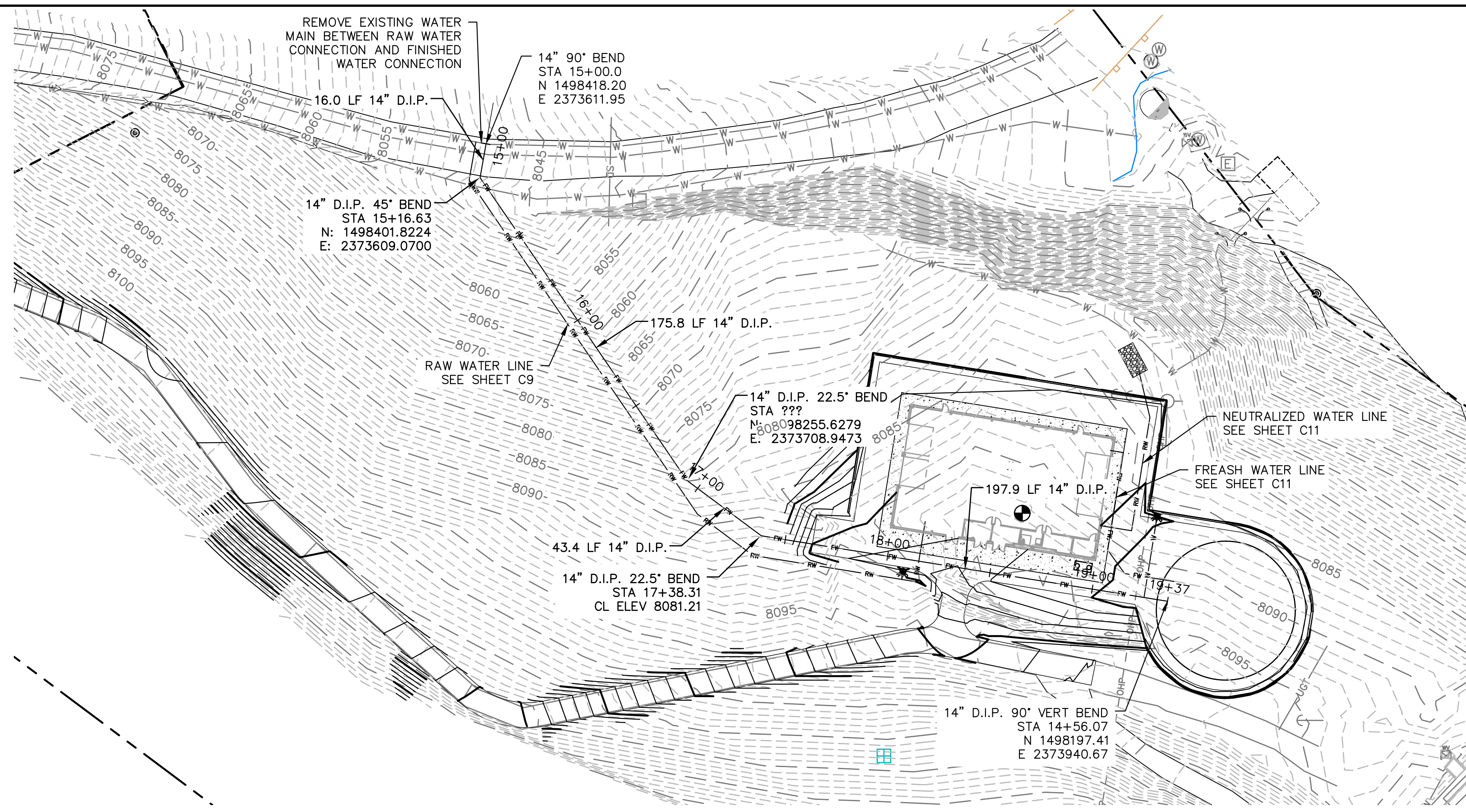
CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DATE: JAN 2022
JOB NUMBER: 0111.0001
SCALE: 1" = 40'
EDITION:

PERMITTING



NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
YARD PIPING PLAN
AND PROFILE

CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

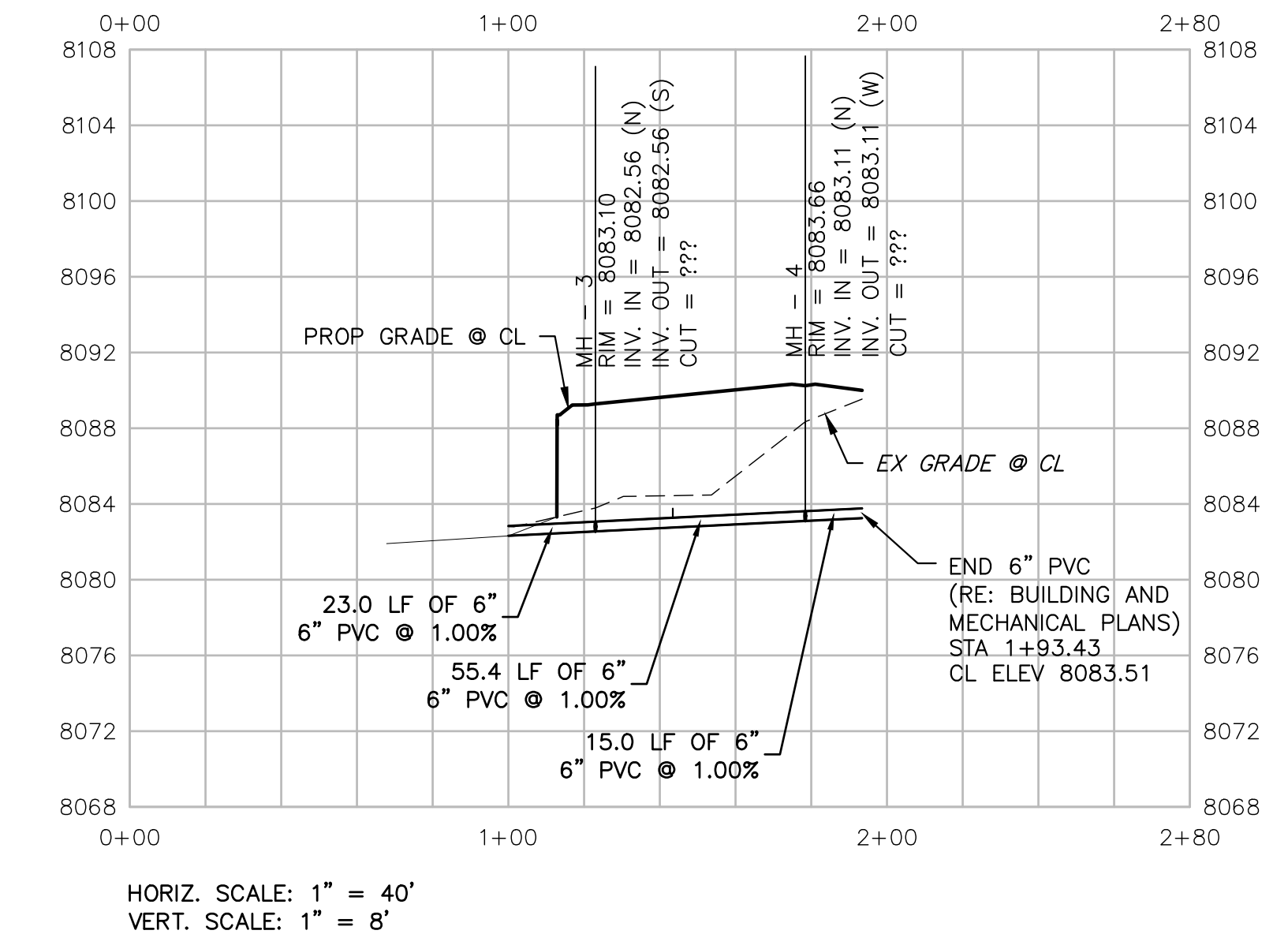
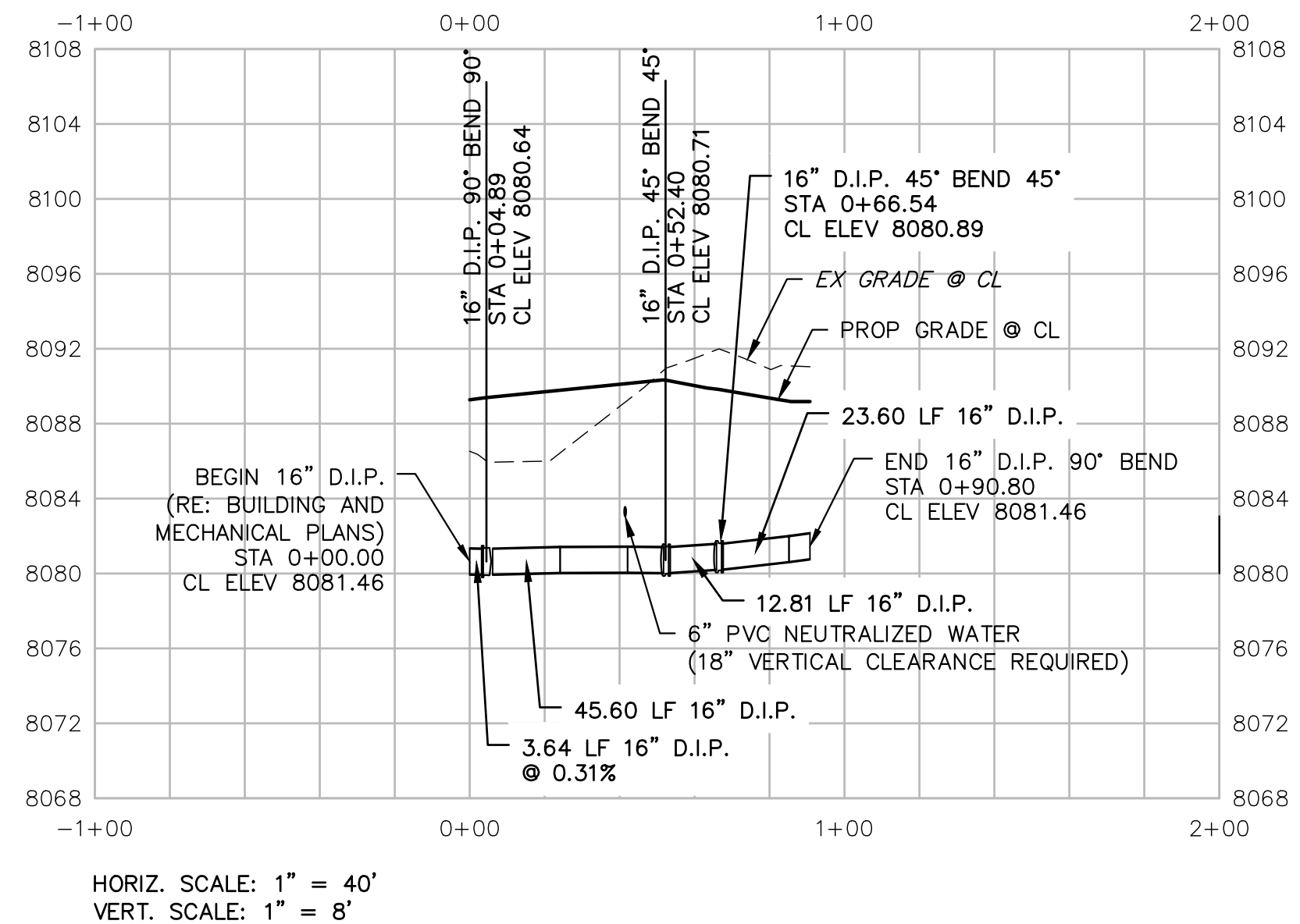
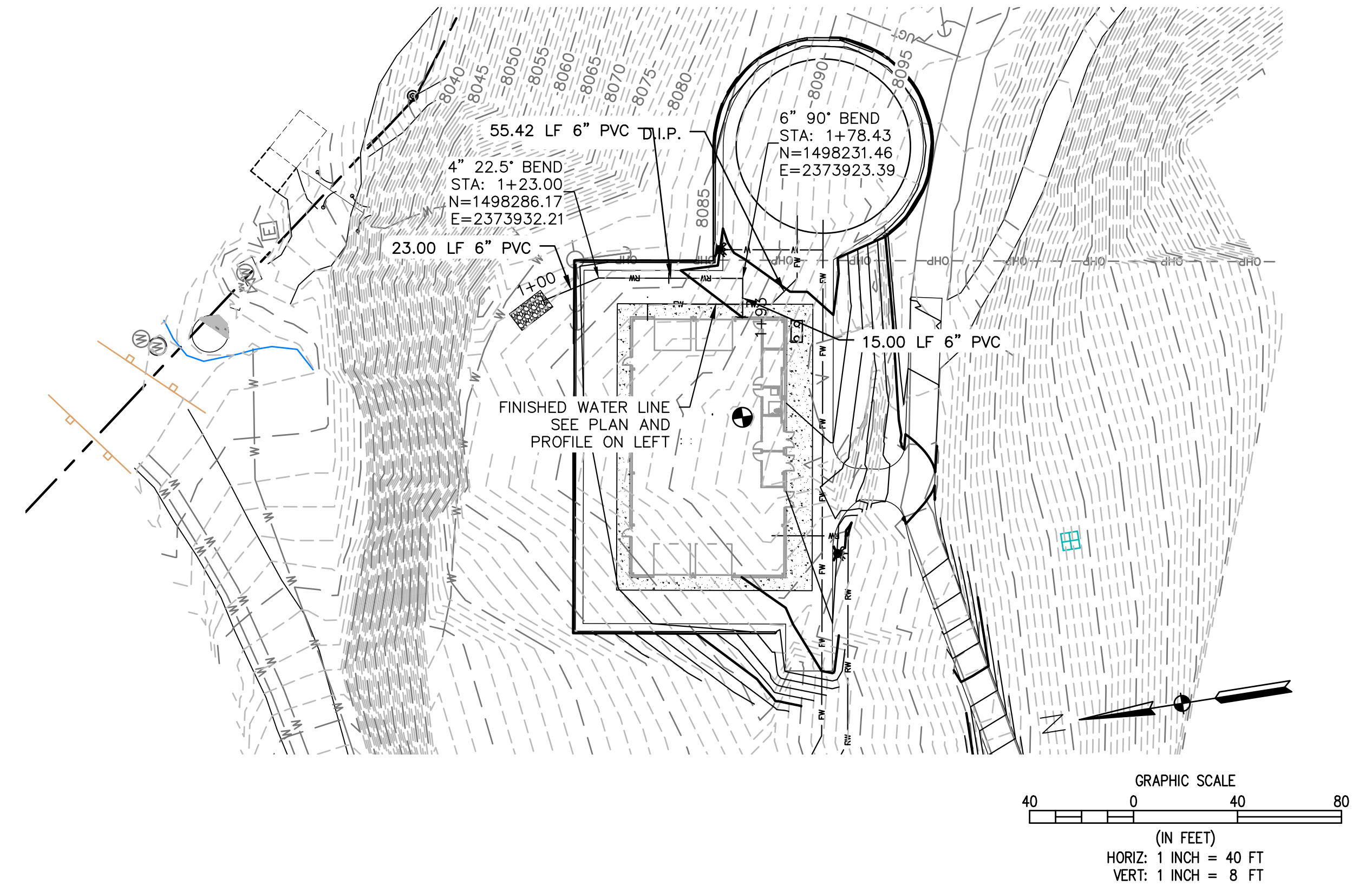
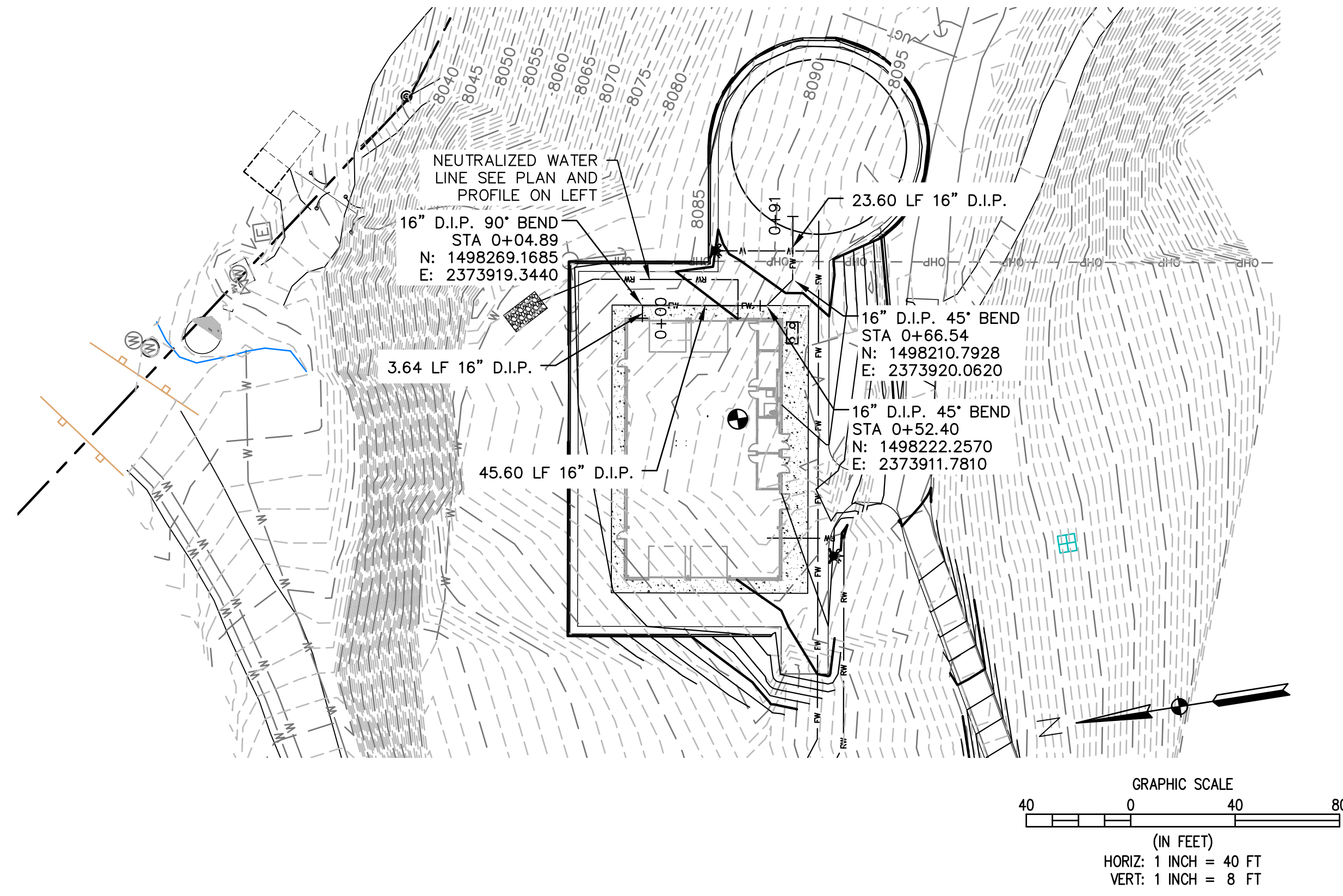
DATE
JAN 2022

JOB NUMBER
0111.0001

SCALE
1" = 40'

EDITION
PERMITTING

SHEET
C10 OF C26



NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
YARD PIPING PLAN
AND PROFILE

CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

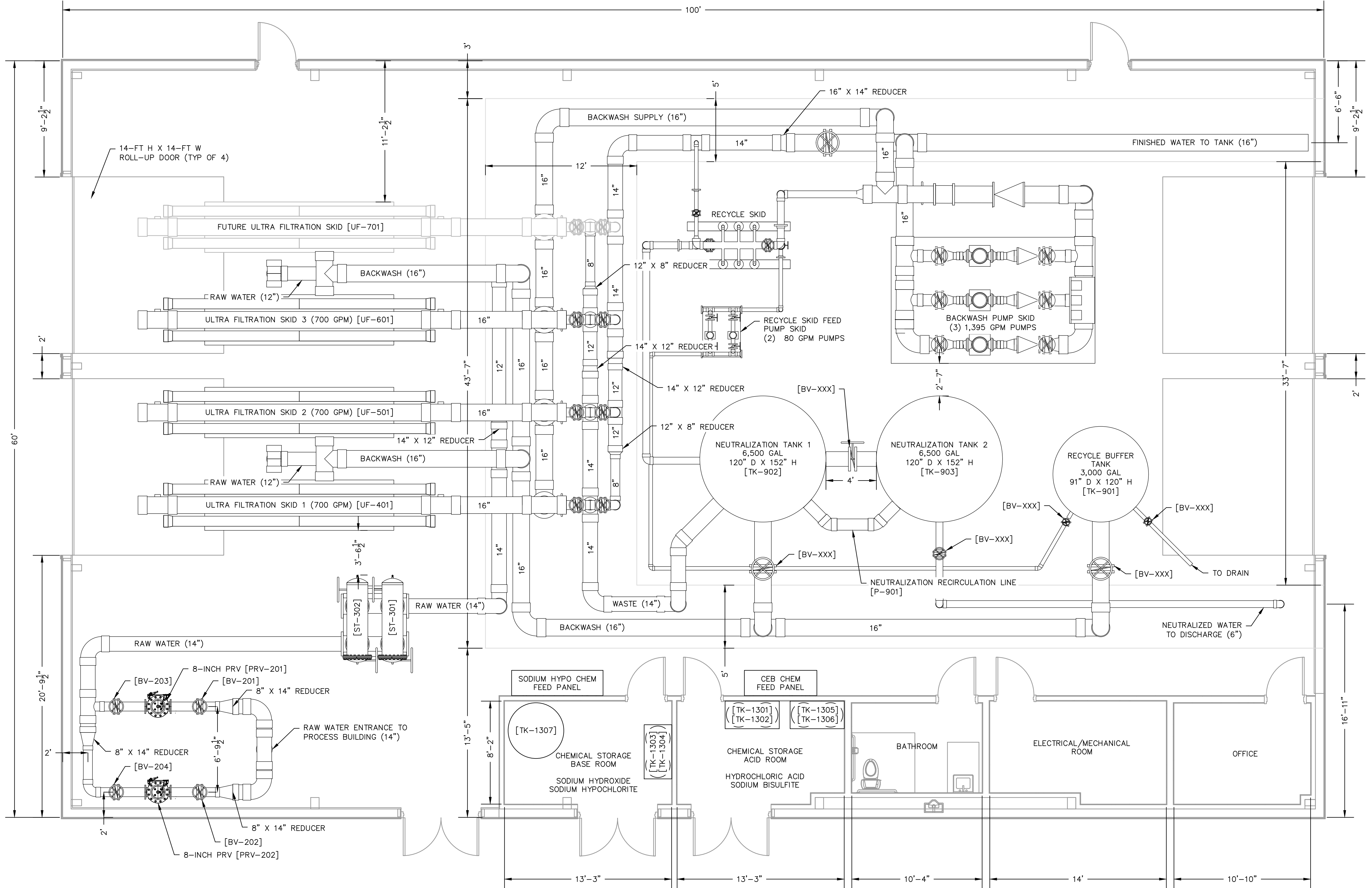
DATE
JAN 2022

JOB NUMBER
0111.0001

SCALE
1" = 40'

EDITION
PERMITTING

SHEET
C11 OF C26

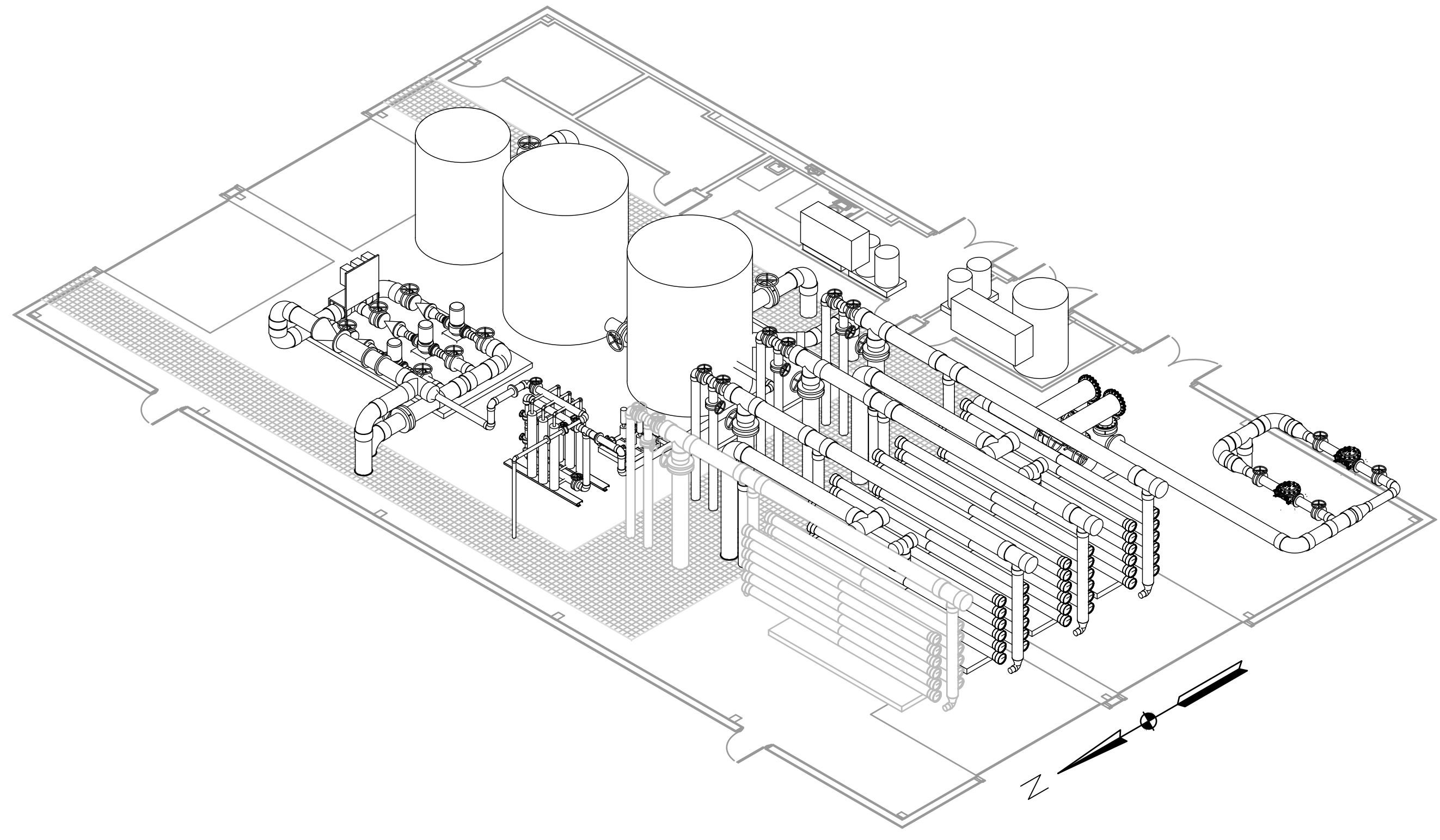
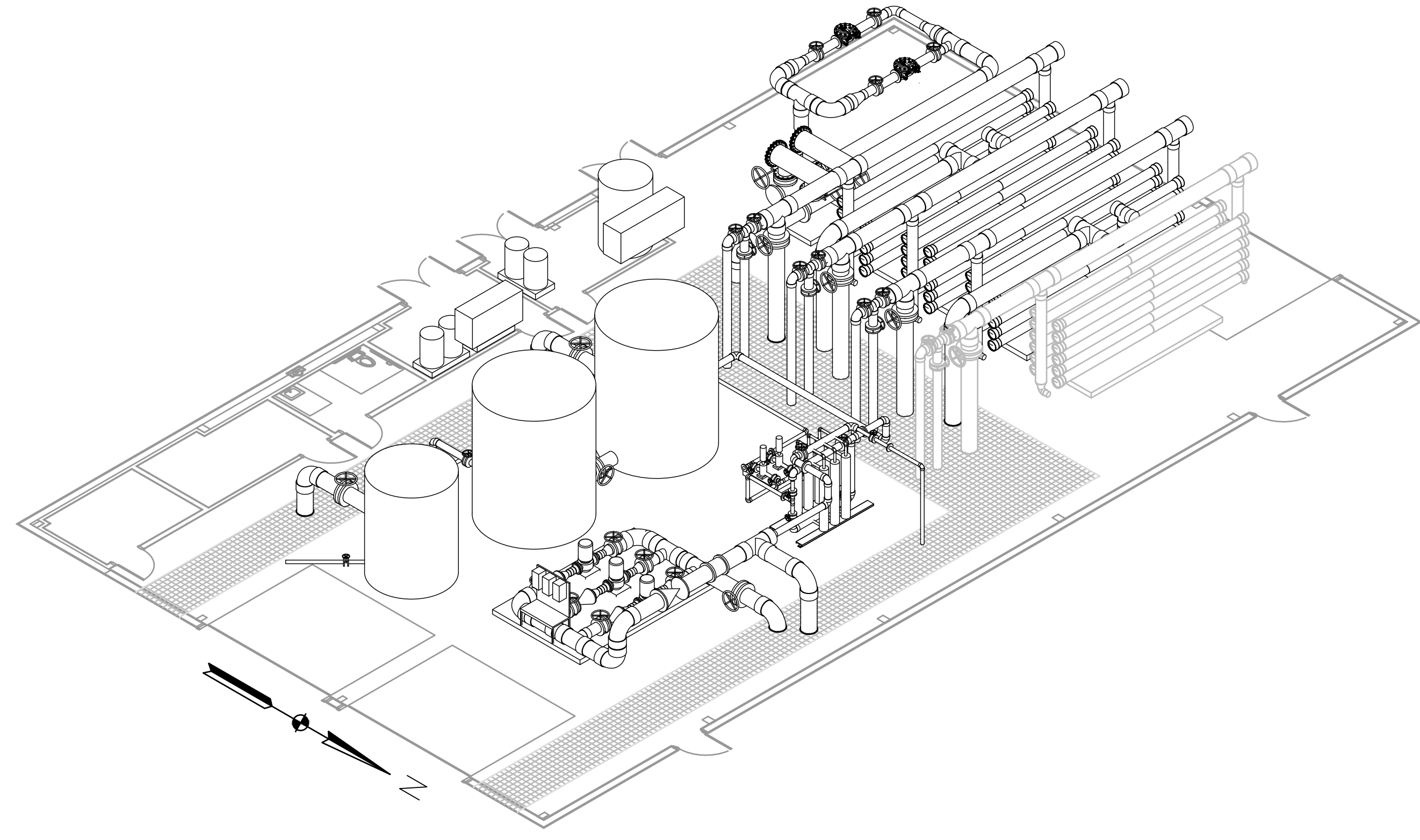
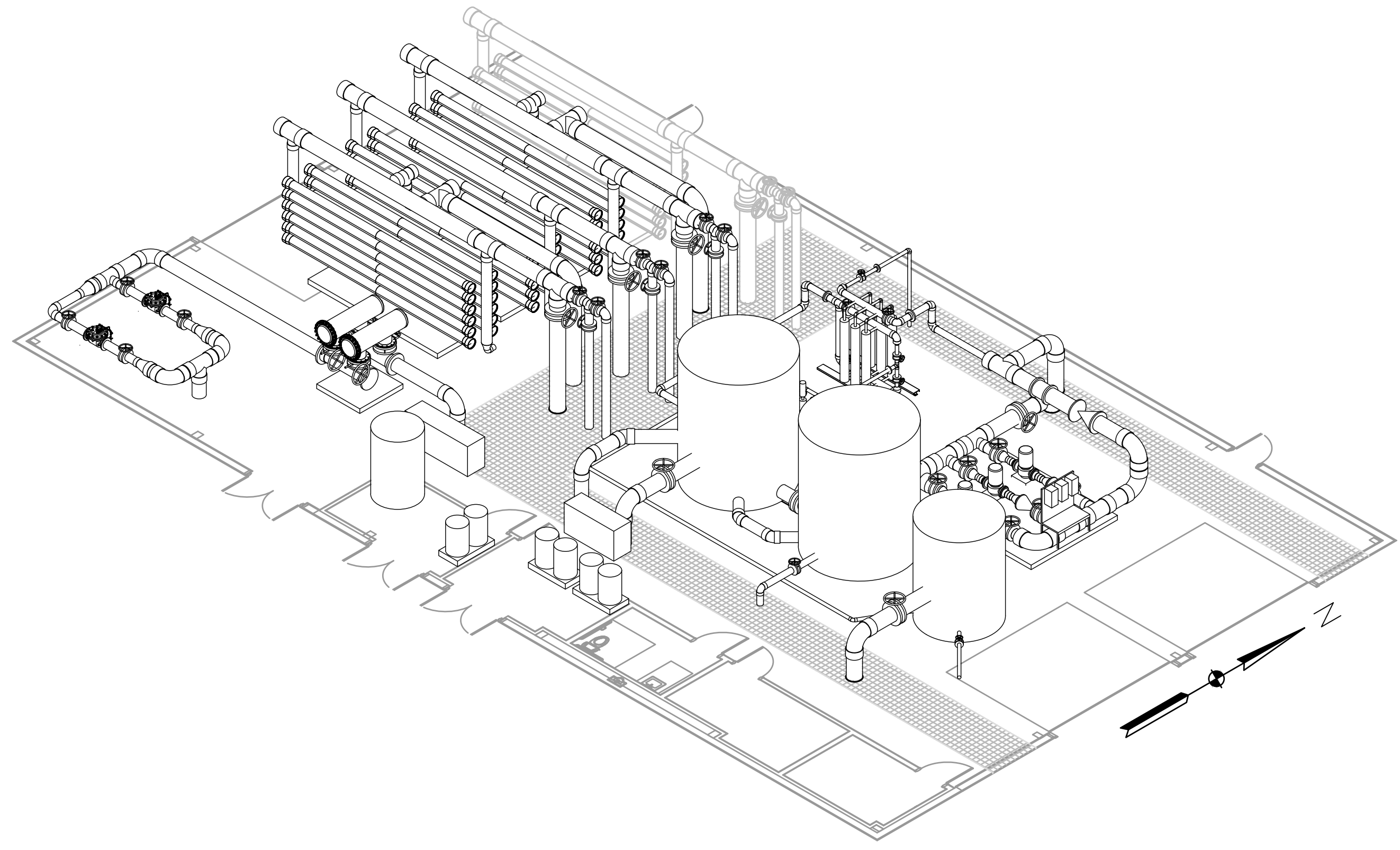
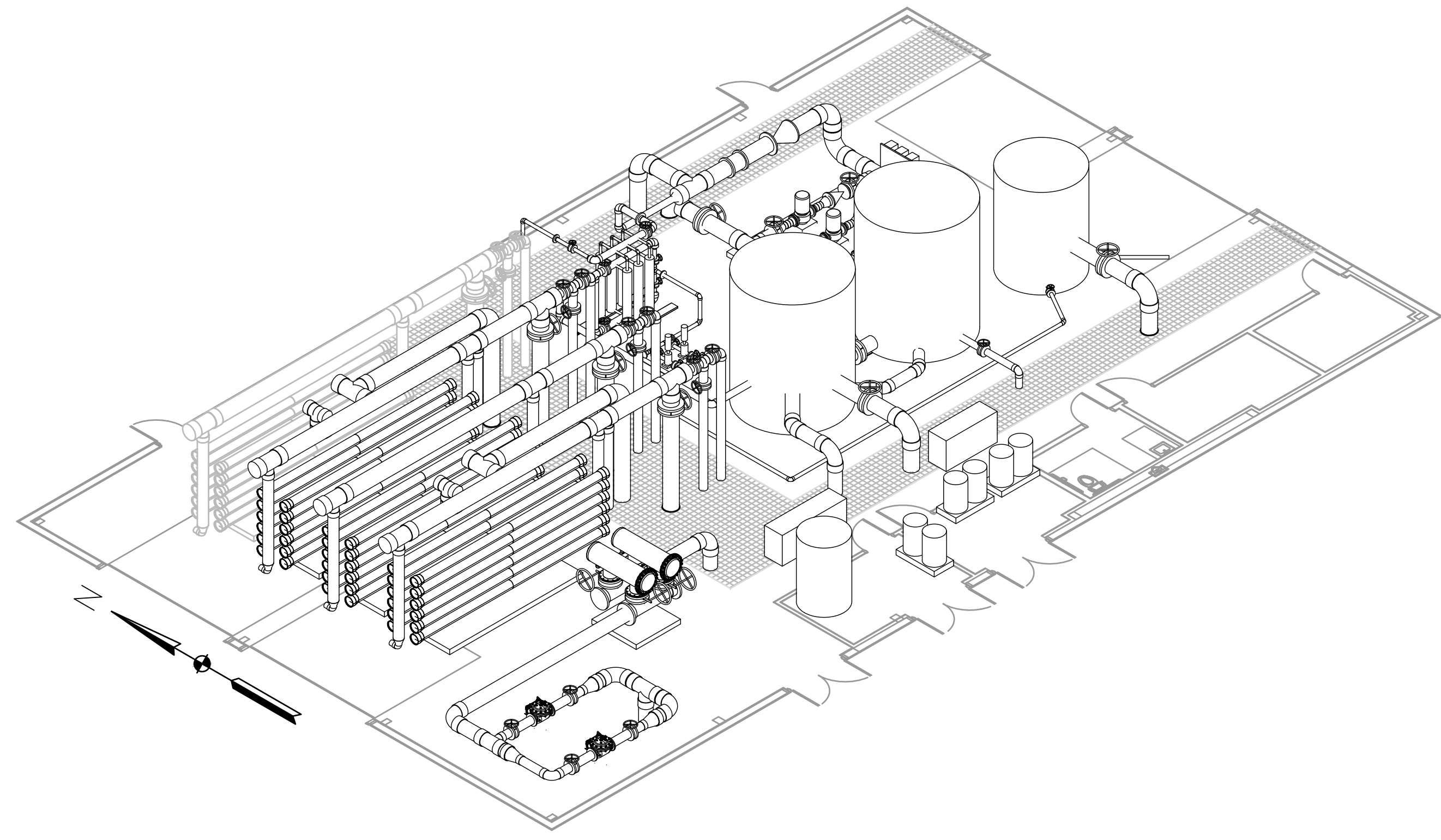


A
C12 PROCESS BUILDING - PLAN VIEW
1/4" = 1'

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
 PROCESS BUILDING
 PLAN VIEW
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

FOR AND ON BEHALF OF ELEMENT ENGINEERING, LLC
DATE FEB 2022
JOB NUMBER 0111.0001
SCALE 1/4" = 1'
EDITION 60% CMAR
SHEET C12 OF C26



NO	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
PROCESS BUILDING
ISOMETRIC VIEWS

CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

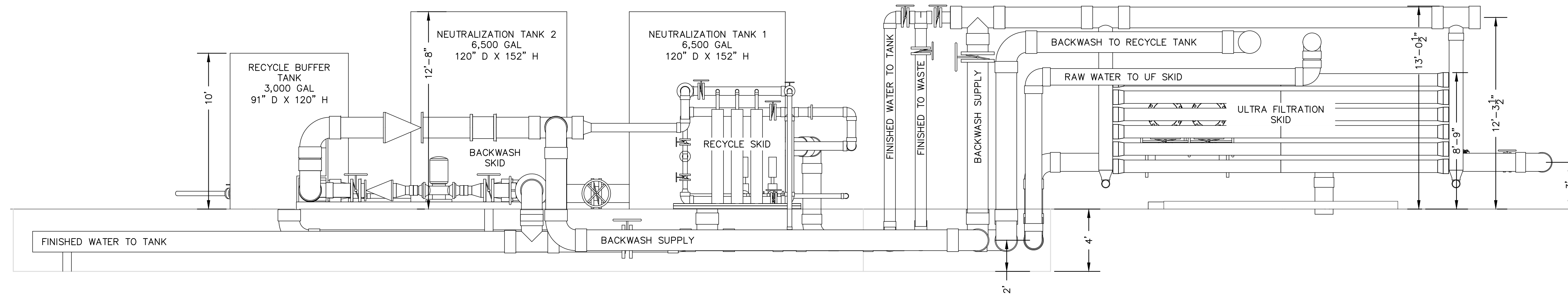
DATE
FEB 2022

JOB NUMBER
0111.0001

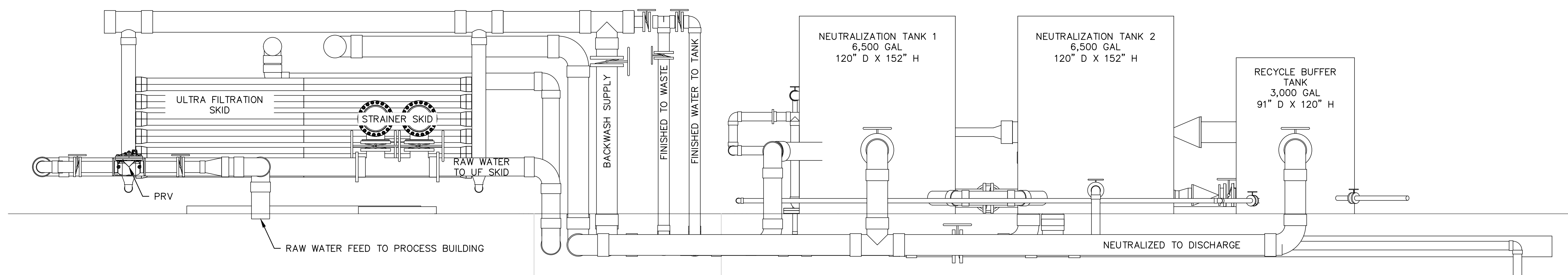
SCALE
NTS

EDITION
60% CMAR

SHEET
C13 OF C26



A
XXX
PROCESS BUILDING – NORTH ELEVATION VIEW
1/4" = 1'



B
XXX
PROCESS BUILDING – SOUTH ELEVATION VIEW
1/4" = 1'

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
PROCESS BUILDING
ELEVATION VIEW

CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

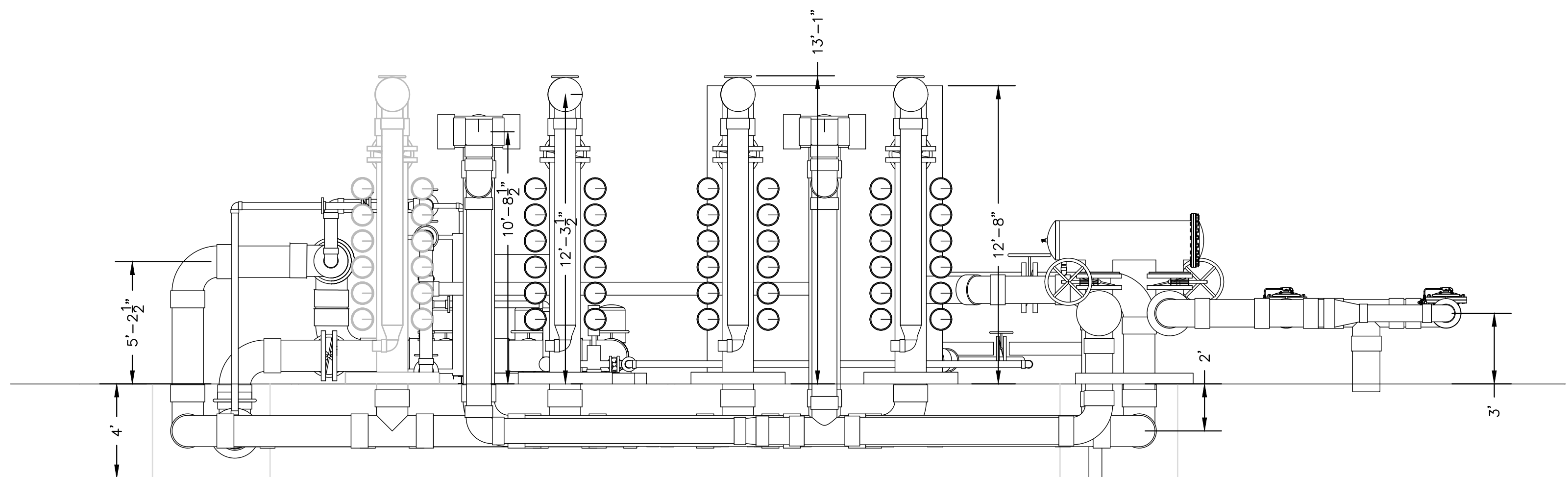
DATE
FEB 2022

JOB NUMBER
0111.0001

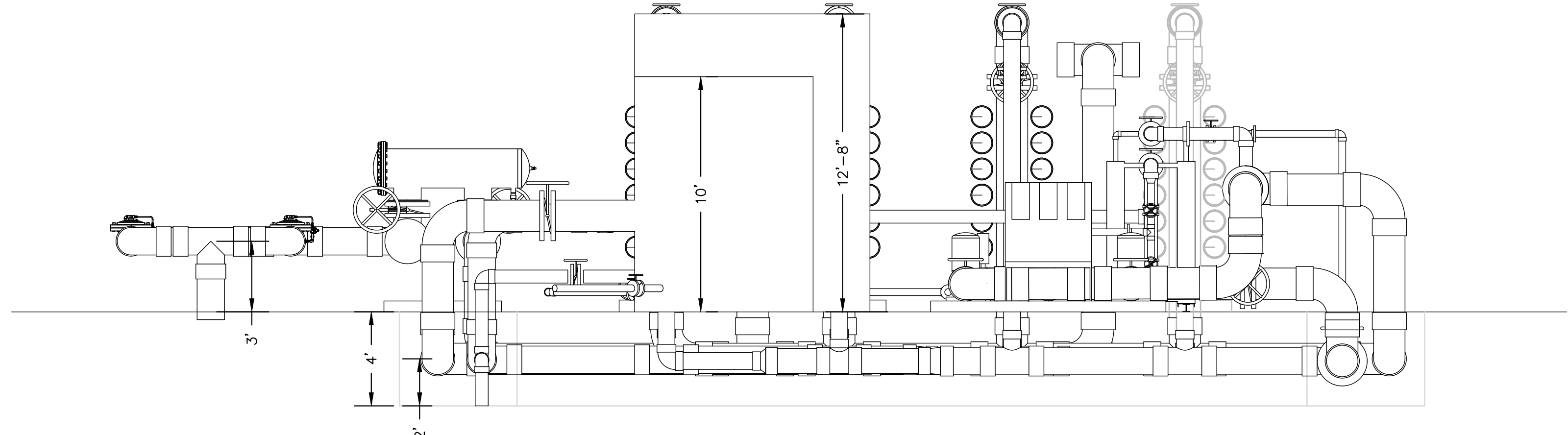
SCALE
1/4" = 1'

EDITION
60% CMAR

SHEET
C14 OF C26



A
XXX PROCESS BUILDING – NORTH ELEVATION VIEW
1/4" = 1'



B
XXX PROCESS BUILDING – EAST ELEVATION VIEW
1/4" = 1'

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
 PROCESS BUILDING
 ELEVATION VIEW
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF
 FOR AND ON BEHALF OF
 ELEMENT ENGINEERING, LLC
 DATE
FEB 2022
 JOB NUMBER
0111.0001
 SCALE
1/4" = 1'
 EDITION
60% CMAR
 SHEET
C15 OF **C26**

Process Piping Description	Design Flow (gpm)	Max Flow (gpm)	Pipe Diameter (inch)	Design Flow (cfs)	Max Flow (cfs)	Schd 80 PVC ID (inch)	Area (sf)	Design Velocity (fps)	Max Velocity (fps)
Influent to Building	2,100	2,800	14	4.68	6.24	12.41	0.840	5.57	7.43
PRV	2,100	2,800	8	4.68	6.24	7.57	0.312	14.99	19.99
Connection to Strainer Skid	2,100	2,800	14	4.68	6.24	12.41	0.840	5.57	7.43
Raw to Four Skids	2,100	2,800	14	4.68	6.24	12.41	0.840	5.57	7.43
Raw to Two Skids	1,400	1,400	12	3.12	3.12	11.29	0.696	4.48	4.48
Raw to One Skid	700	700	8	1.56	1.56	7.57	0.312	5.00	5.00
Backwash from One Skid	2,790	2,790	16	6.22	6.22	14.21	1.102	5.64	5.64
Backwash from 2, 3, or 4 Skids	2,790	2,790	16	6.22	6.22	14.21	1.102	5.64	5.64
Backwash Supply to One Skid	2,790	2,790	16	6.22	6.22	14.21	1.102	5.64	5.64
Backwash Supply to 2, 3, or 4 Skids	2,790	2,790	16	6.22	6.22	14.21	1.102	5.64	5.64
Recycle Buffer Tank to Recycle Skid	80	80	3	0.18	0.18	2.86	0.045	3.98	3.98
Recycle Skid Backwash Feed	350	350	6	0.78	0.78	5.71	0.178	4.39	4.39
Recycle Skid Backwash to Waste	350	350	6	0.78	0.78	5.71	0.178	4.39	4.39
Recycle Skid to Treated Water	80	80	3	0.18	0.18	2.86	0.045	3.98	3.98
Treated Water (One Skid)	700	700	8	1.56	1.56	7.57	0.312	5.00	5.00
Treated Water (Two Skids)	1,400	1,400	12	3.12	3.12	11.29	0.696	4.48	4.48
Treated Water (Three Skids)	2,100	2,100	14	4.68	4.68	12.41	0.840	5.57	5.57
Treated Water (Four Skids)	2,100	2,800	14	4.68	6.24	12.41	0.840	5.57	7.43
Treated Water (Four Skids and Recycle)	2,180	2,880	16	4.86	6.42	14.21	1.102	4.41	5.82
Waste (One Skid)	700	700	8	1.56	1.56	7.57	0.312	5.00	5.00
Waste (Two Skids)	1,400	1,400	12	3.12	3.12	11.29	0.696	4.48	4.48
Waste (Three Skids)	2,100	2,100	14	4.68	4.68	12.41	0.840	5.57	5.57
Waste (Four Skids)	2,100	2,800	14	4.68	6.24	12.41	0.840	5.57	7.43

Sodium Bisulfite - Dechlorination							
Chlorinated Water per CEB	Estimated Chlorine Conc.	Chlorine Loading per CEB	Removal Ratio	Sodium Bisulfite Loading per CEB	Sodium Bisulfite Conc.	Sodium Bisulfite Solution Density	Sodium Bisulfite Feed per CEB
<i>gal</i>	<i>mg/L</i>	<i>lbs</i>	<i>lb HSO3/ lb OCl</i>	<i>lbs</i>		<i>lbs/gal</i>	<i>gal</i>
1,395	200	2.3	1.6	3.72	38%	10.8	0.9

Sodium Bisulfite - Dechlorination - Storage					
Sodium Bisulfite Feed per CEB	No. CEB per Week per Skid	No. Skids	Est. Sodium Bisulfite Feed per Month	Provided Storage	Spill Containment Available Storage
<i>gal</i>		<i>ea</i>	<i>gal</i>	<i>gal</i>	
0.9	1	3	11.8	55	Two (2) 55 gallon drums

Chemically Enhanced Backwash - Dosage Rate and Pump Sizing														
	Chemical Information				Dosage Calculations						Chemical Usage		Pump Info	
	Specific Gravity	Weight	Chemical Strength	Chemical Strength	Max Flowrate of Receiving Pipe	Max Flowrate of Receiving Pipe	Estimated Dosage	Chemical Feed	Dosage Rate	Dosage Rate	CEB Dose Time	Amount of Chemical per CEB	Dosing Pump Capacity	Pump Capacity Used
		<i>lbs per gallon</i>		<i>lbs per gallon</i>	<i>gpm</i>	<i>MGD</i>	<i>mg/L</i>	<i>lbs per day</i>	<i>gpd</i>	<i>gpm</i>	<i>sec</i>	<i>gal</i>	<i>gph</i>	<i>%</i>
Sodium Hypochlorite (12.5%)	1.197	9.98	12.5%	1.25	1,395	2,009	200	3,351	2,685	1.86	60	1.86	158.5	70.6%
Sodium Hydroxide (Caustic Soda) (25%)	1.278	10.66	25%	2.66	1,395	2,009	500	8,377	3,144	2.18	60	2.18	158.5	82.6%
Hydrochloric Acid (25%)	1.126	9.39	25%	2.35	1,395	2,009	450	7,539	3,211	2.23	60	2.23	158.5	84.4%

Chemical Pump (All CEB Applications): Blue White Peristaltic, Model M-424-BNP | 0.015 - 158.5 GPH

Chemically Enhanced Backwash - Storage							
	Est. CEB per Week	Required Storage (1 Month Supply)	No. Skids	Total Storage (1 Month Supply)	Provided Storage	Spill Containment Available Storage	Chemical Shelf Life
		<i>gal per skid</i>	<i>ea</i>	<i>gal</i>	<i>gal</i>		<i>months</i>
Sodium Hypochlorite (12.5%)	1	8.1	3	24.2	--	See Disinfection Storage	
Sodium Hydroxide (Caustic Soda) (25%)	1	9.5	3	28.4	55	Two (2) 55 gallon drums	24
Hydrochloric Acid (25%)	1	9.7	3	29.0	55	Two (2) 55 gallon drums	24

Disinfection - Dosage Rate and Pump Sizing												
	Chemical Information				Dosage Calculations						Pump Info	
	Specific Gravity	Weight	Chemical Strength	Chemical Strength	Max Flowrate of Receiving Pipe	Max Flowrate of Receiving Pipe	Max Dosage	Chemical Feed	Dosage Rate	Dosage Rate	Dosing Pump Capacity	Pump Capacity Used
		<i>lbs per gallon</i>		<i>lbs per gallon</i>	<i>gpm</i>	<i>MGD</i>	<i>mg/L</i>	<i>lbs per day</i>	<i>gpd</i>	<i>gph</i>	<i>gph</i>	<i>%</i>
Sodium Hypochlorite (12.5%)												
Three 700 gpm Skids	1.197	9.98	12.5%	1.25	2,100	3,024	2.0	50.4	40.4	1.68	2.1	80.2%
Two 700 gpm Skids	1.197	9.98	12.5%	1.25	1,400	2,016	2.0	33.6	26.9	1.12	2.1	53.5%
One 700 gpm Skids	1.197	9.98	12.5%	1.25	700	1,008	2.0	16.8	13.5	0.56	2.1	26.7%
Minimum - 100 gpm	1.197	9.98	12.5%	1.25	100	0.144	2.0	2.4	1.9	0.08	2.1	3.8%

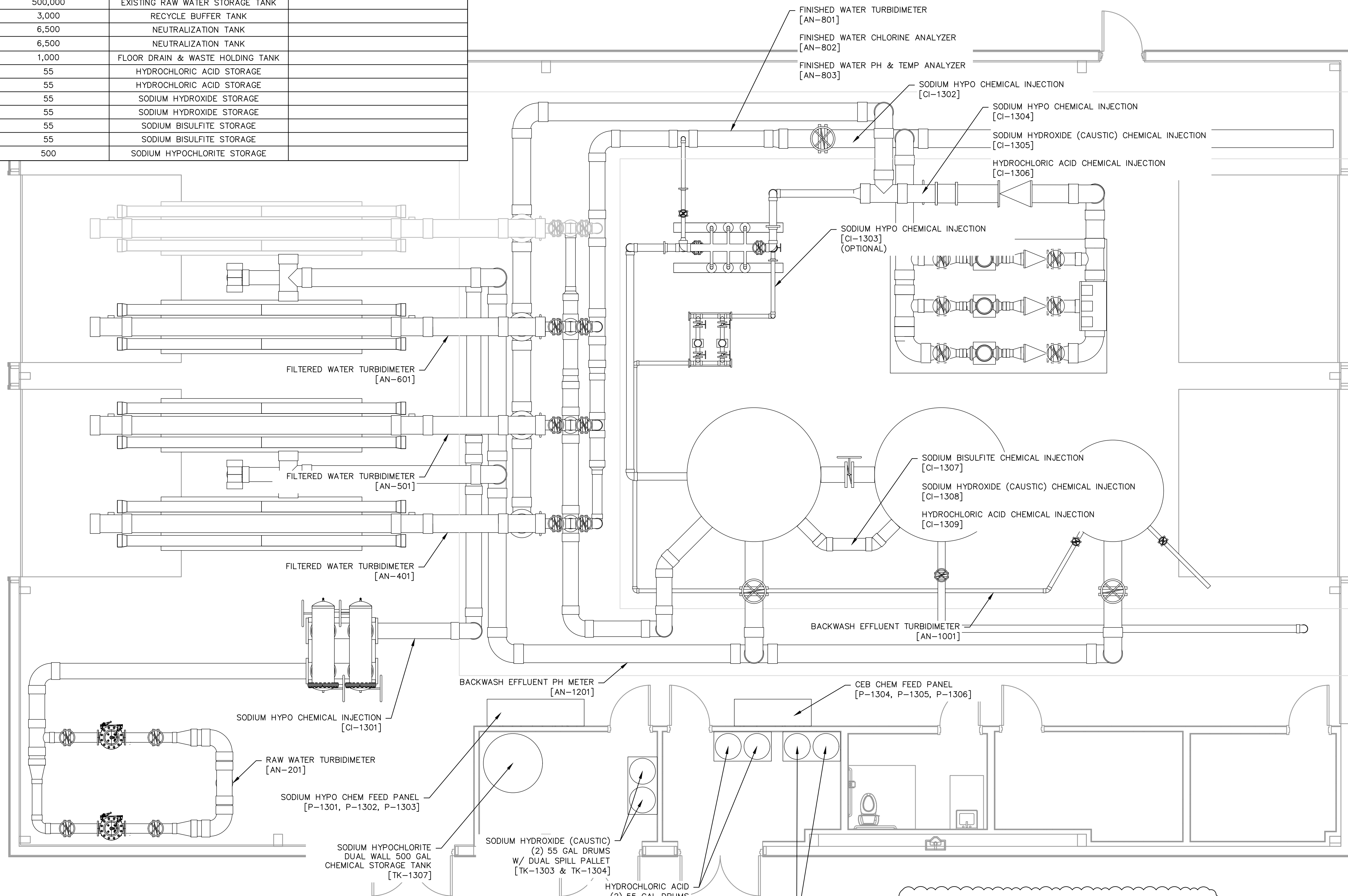
Chemical Pump: Blue White Peristaltic, Model M-324-SND | 0.0002 - 2.1 GPH

Disinfection - Storage								
	Water Demand	Max Dosage	Chemical Feed	Chemical Strength	Dosage Rate	Provided Storage	Provided Storage	Storage Notes
		<i>mg/L</i>	<i>lbs per day</i>	<i>lbs per gallon</i>	<i>gpd</i>	<i>gal</i>	<i>days</i>	
Sodium Hypochlorite (12.5%)								
Average Demand	691,555	2.0	11.5	1.25	9.2	500	54	500 gallon tank
Max Demand	1,053,140	2.0	17.6	1.25	14.1	500	36	500 gallon tank
Summer Average (June, July, Aug)	983,796	2.0	16.4	1.25	13.2	500	38	500 gallon tank
Winter Average (Nov, Dec, Jan, Feb)	512,086	2.0	8.5	1.25	6.8	500	73	500 gallon tank

Note: Sodium Hypochlorite for CEB will be provided from same storage as disinfection. CEB requirements are minimal compared to disinfection requirements.

NO.	REVISIONS DESCRIPTION	BY	DATE

TANK TAG NO.	TANK SIZE (GAL)	TANK DESCRIPTION	TANK MATERIAL
TK-101	500,000	EXISTING RAW WATER STORAGE TANK	
TK-102	500,000	EXISTING RAW WATER STORAGE TANK	
TK-901	3,000	RECYCLE BUFFER TANK	
TK-902	6,500	NEUTRALIZATION TANK	
TK-903	6,500	NEUTRALIZATION TANK	
TK-904	1,000	FLOOR DRAIN & WASTE HOLDING TANK	
TK-1301	55	HYDROCHLORIC ACID STORAGE	
TK-1302	55	HYDROCHLORIC ACID STORAGE	
TK-1303	55	SODIUM HYDROXIDE STORAGE	
TK-1304	55	SODIUM HYDROXIDE STORAGE	
TK-1305	55	SODIUM BISULFITE STORAGE	
TK-1306	55	SODIUM BISULFITE STORAGE	
TK-1307	500	SODIUM HYPOCHLORITE STORAGE	



CHEMICAL INJECTION	CHEMICAL FEED PUMP	CHEMICAL	CHEMICAL TANK	APPLICATION
CI-1301	P-1301	SODIUM HYPOCHLORITE	TK-1307	PRE-FILTER CHLORINATION
CI-1302	P-1302	SODIUM HYPOCHLORITE	TK-1307	POST-FILTER CHLORINATION
CI-1303	P-1303	SODIUM HYPOCHLORITE	TK-1307	PRE-RECYCLE SKID CHLORINATION
CI-1304	P-1304	SODIUM HYPOCHLORITE	TK-1307	CHEMICALLY ENHANCED BACKWASH
CI-1305	P-1305	SODIUM HYDROXIDE (CAUSTIC)	TK-1303 OR TK-1304	CHEMICALLY ENHANCED BACKWASH
CI-1306	P-1306	HYDROCHLORIC ACID	TK-1301 OR TK-1302	CHEMICALLY ENHANCED BACKWASH
CI-1307	P-1307	SODIUM BISULFITE	TK-1305 OR TK-1306	NEUTRALIZATION
CI-1308	P-1305	SODIUM HYDROXIDE (CAUSTIC)	TK-1303 OR TK-1304	NEUTRALIZATION
CI-1309	P-1306	HYDROCHLORIC ACID	TK-1301 OR TK-1302	NEUTRALIZATION

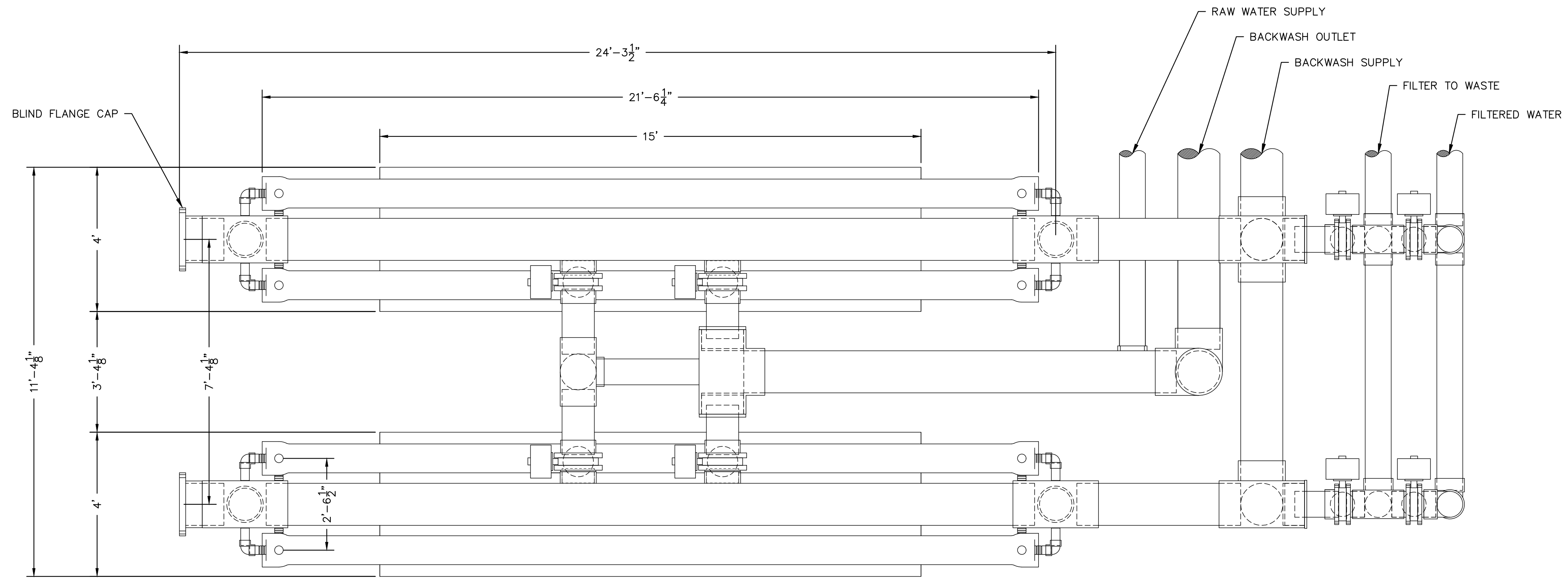
A
C14 CHEMICAL INJECTION, ANALYZERS, AND SAMPLE POINTS
1/4" = 1'

POTABLE WATER LINE FROM FINISHED WATER PIPE DOWNSTREAM OF FINISHED WATER TANK TO BE BROUGHT INTO BUILDING. SIZE TBD. INCLUDE WATER METER, CHLORINE ANALYZER [AN-1401], AND SAMPLE TAP [SAM-1401] (DISTRIBUTION SYSTEM ENTRY POINT SAMPLE)

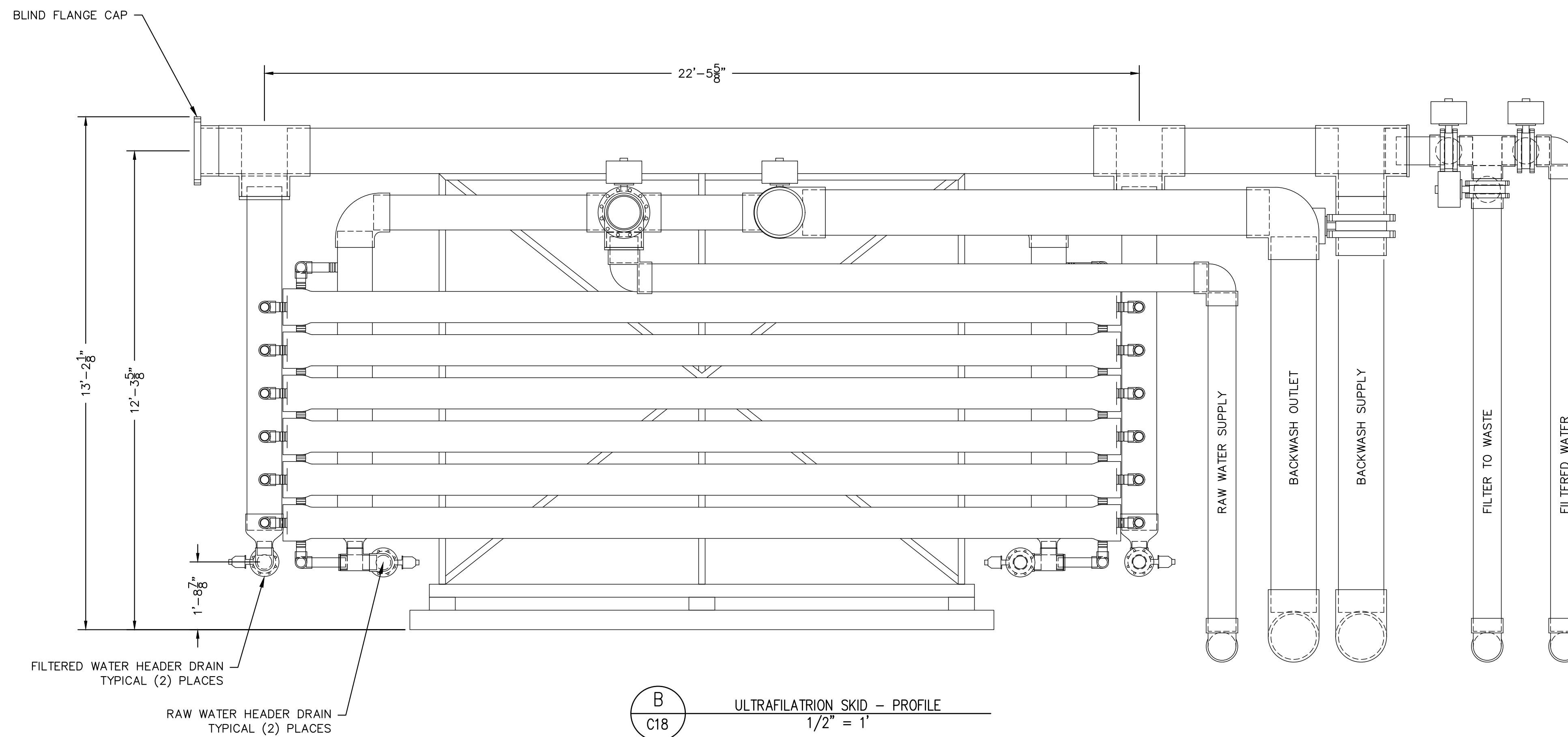
NOTE: CONTRACTOR TO PROVIDE TWO (2) DRUM PALETIZERS CAPABLE OF LIFTING FULL 55 GALLON DRUM ONTO SPILL PALLETS

NO.	DATE	BY	DESCRIPTION

WATER TREATMENT PLANT
CHEMICAL INJECTION, ANALYZERS,
AND SAMPLE POINTS
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427



A
C18 ULTRAFILTRATION SKID - PLAN
1/2" = 1'



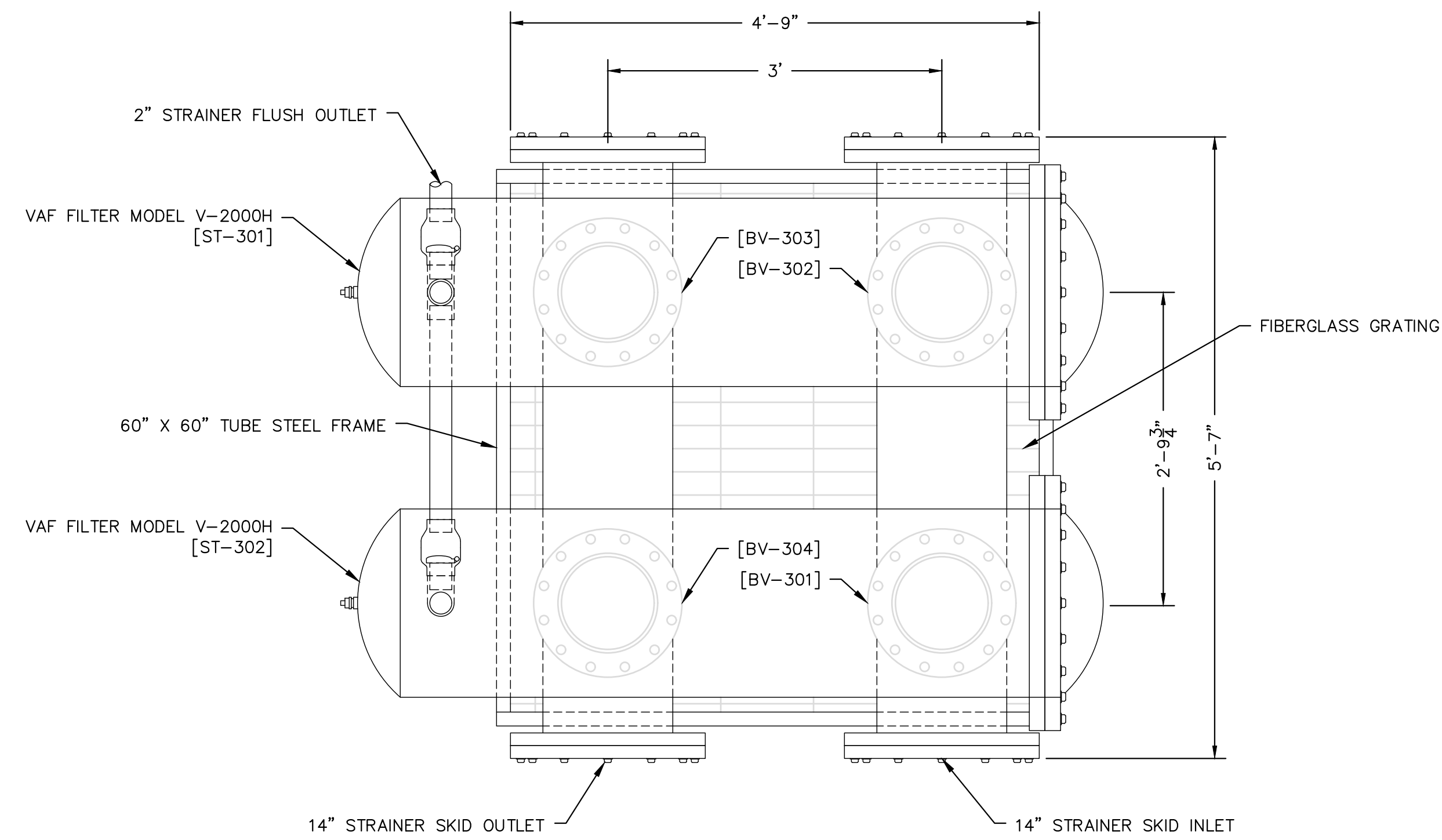
B
C18 ULTRAFILTRATION SKID - PROFILE
1/2" = 1'

NO.	REVISIONS	DATE	BY
	DESCRIPTION		

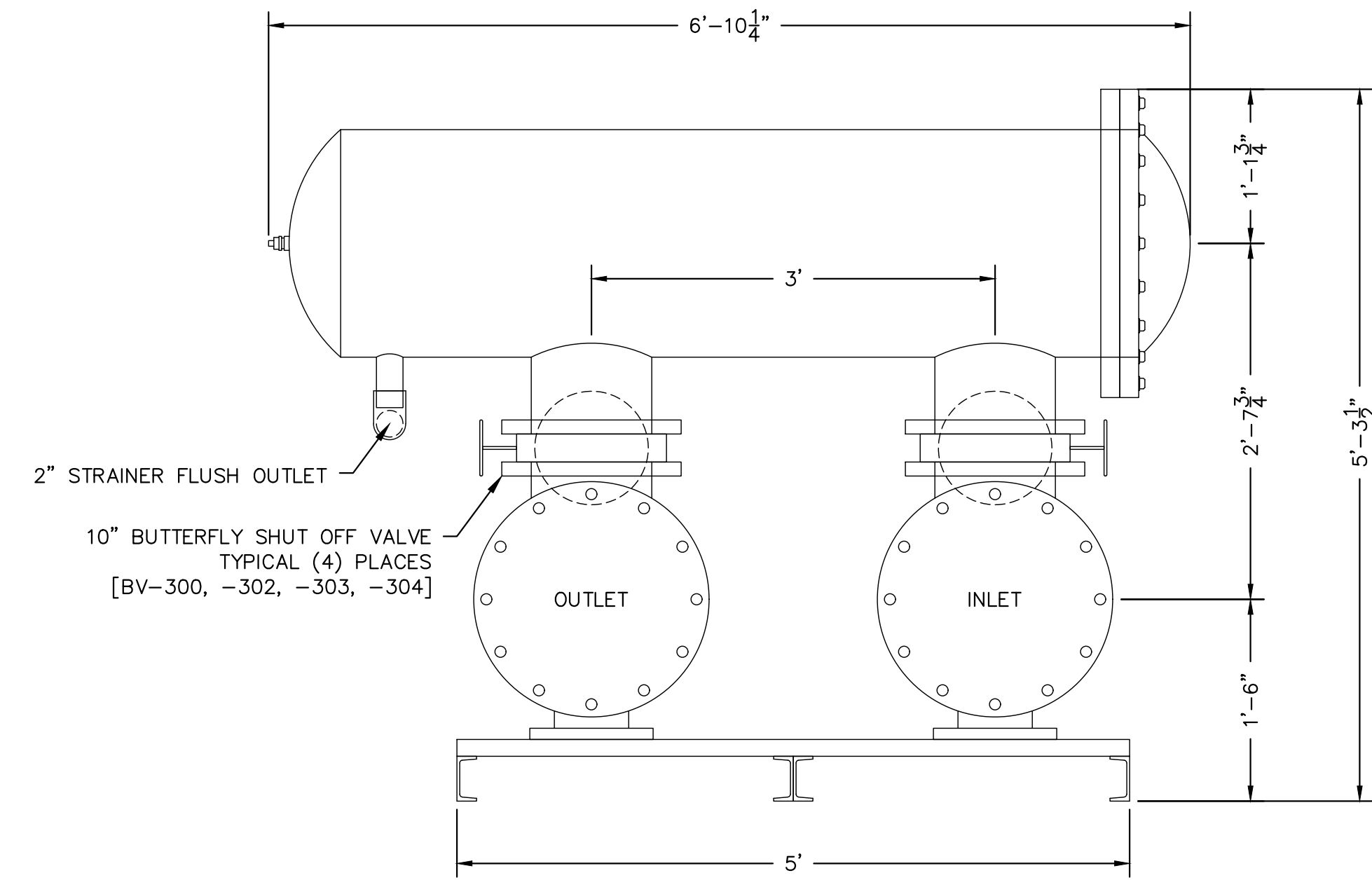
WATER TREATMENT PLANT
ULTRA FILTRATION SKID DETAILS
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

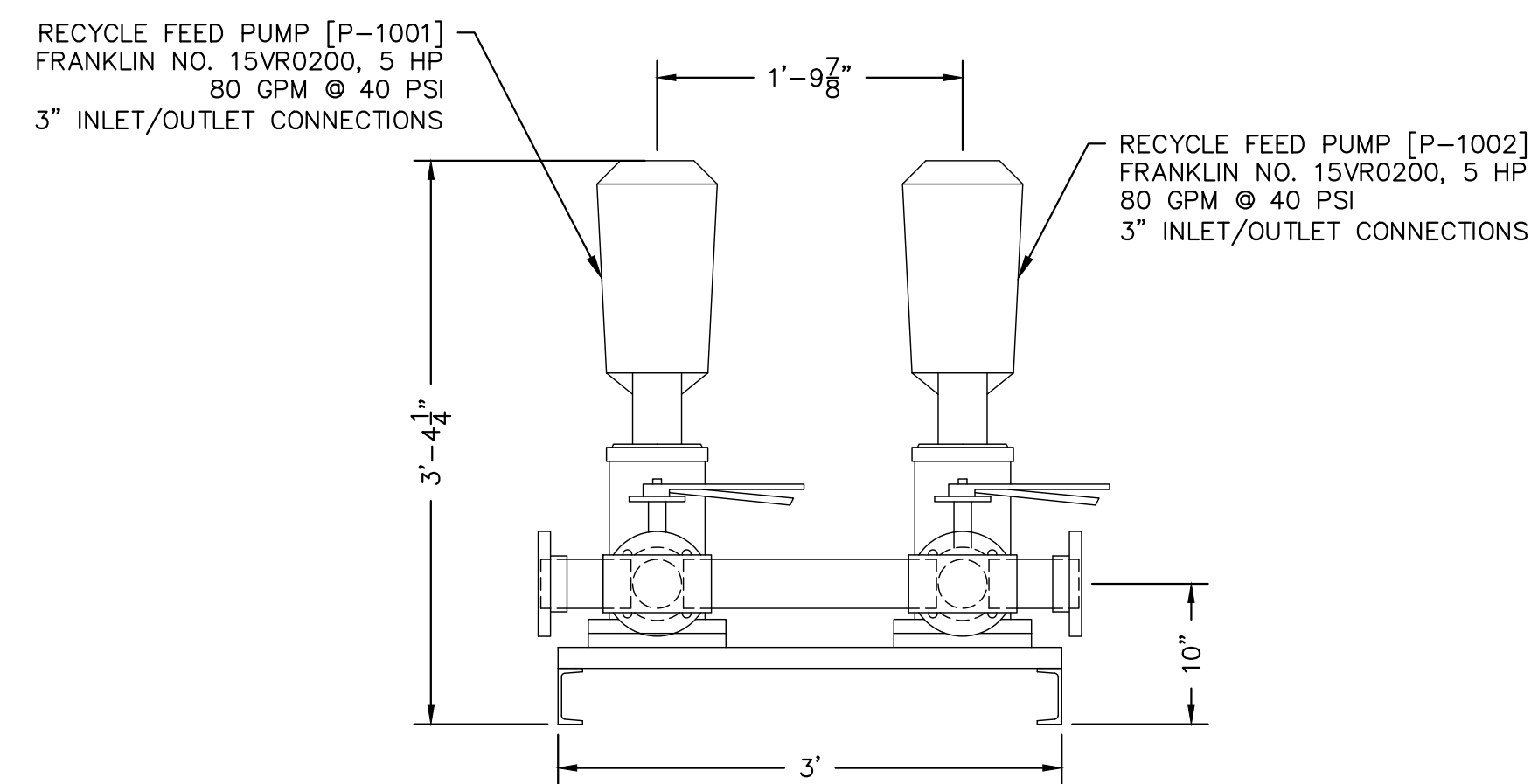
DATE	FEB 2022
JOB NUMBER	0111.0001
SCALE	1/2" = 1'
EDITION	60% CMAR
SHEET	C18 OF C26



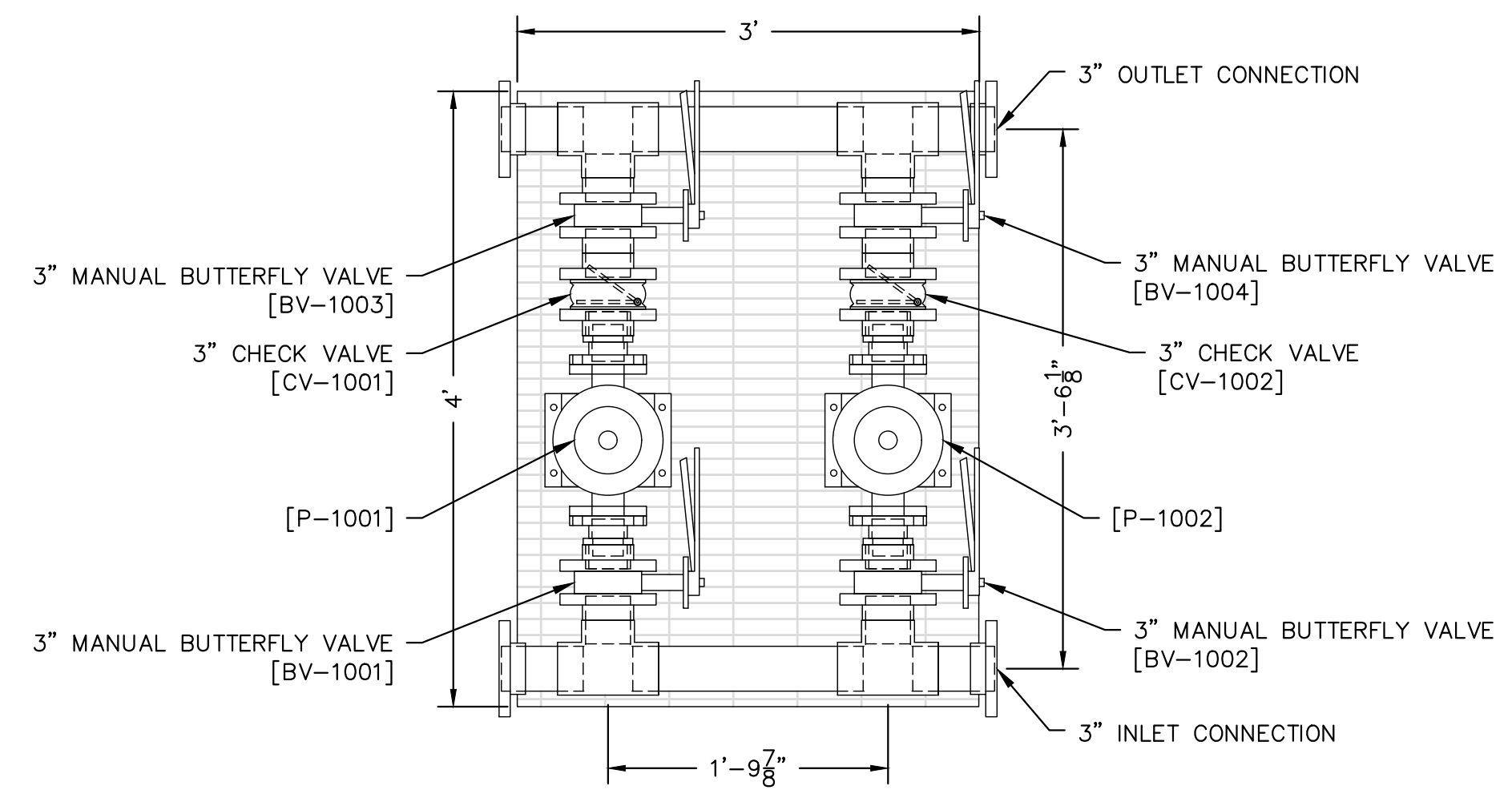
A
C19 PRE-STRAINER SKID - PLAN
1" = 1'



B
C19 PRE-STRAINER SKID - PROFILE
1" = 1'



C
C19 RECYCLE FEED PUMP SKID - PLAN
1" = 1'



D
C19 RECYCLE FEED PUMP SKID - PROFILE
1" = 1'

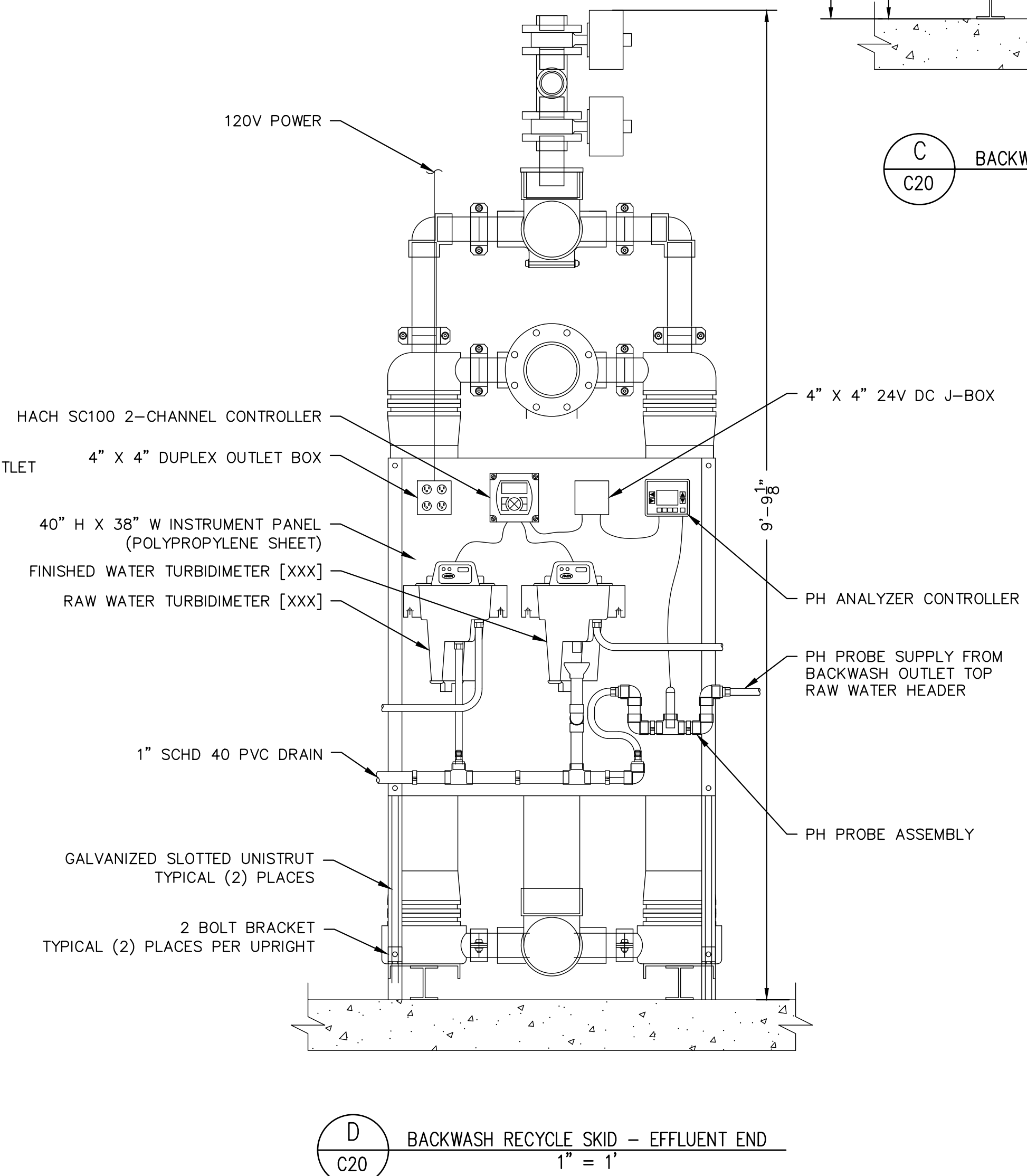
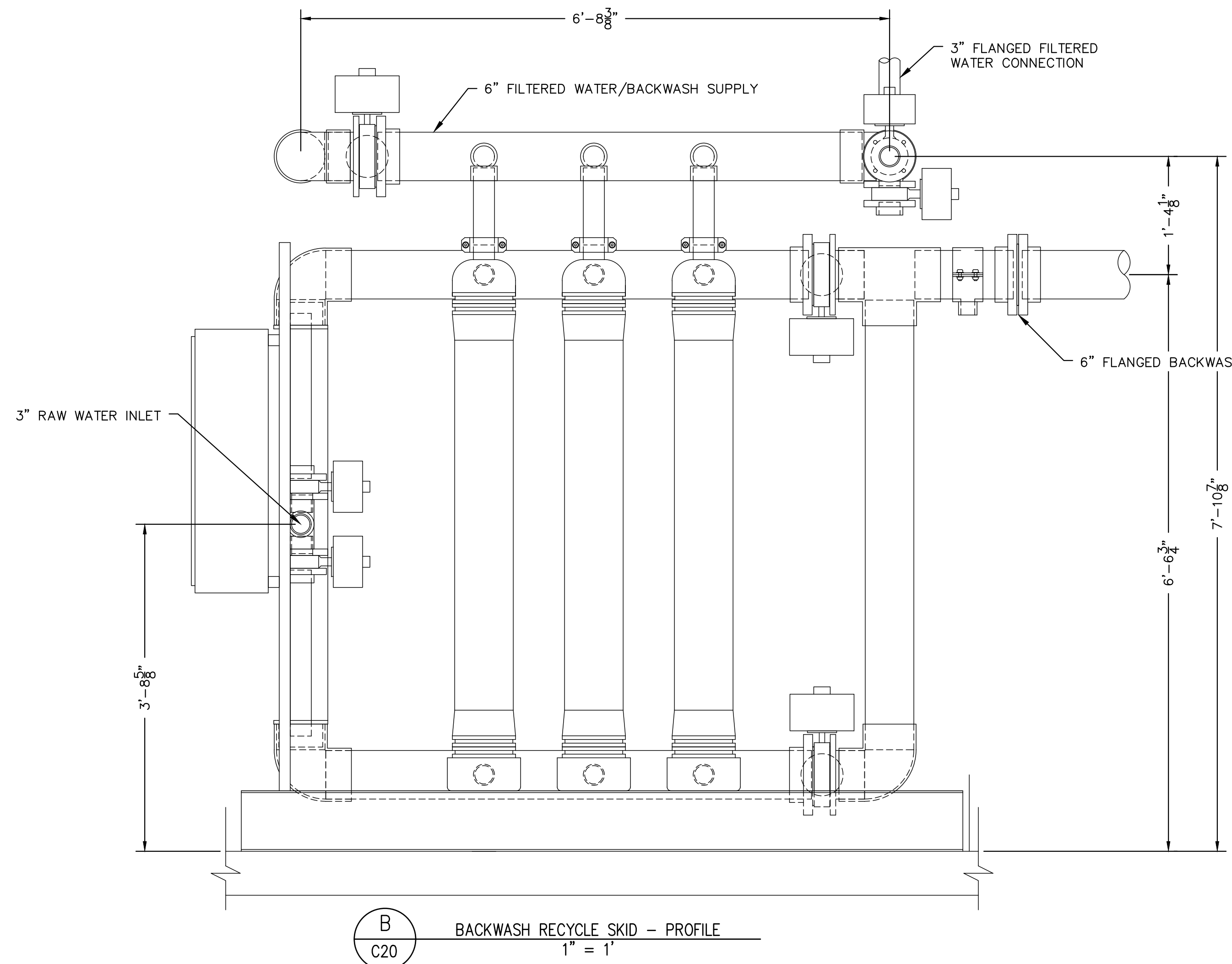
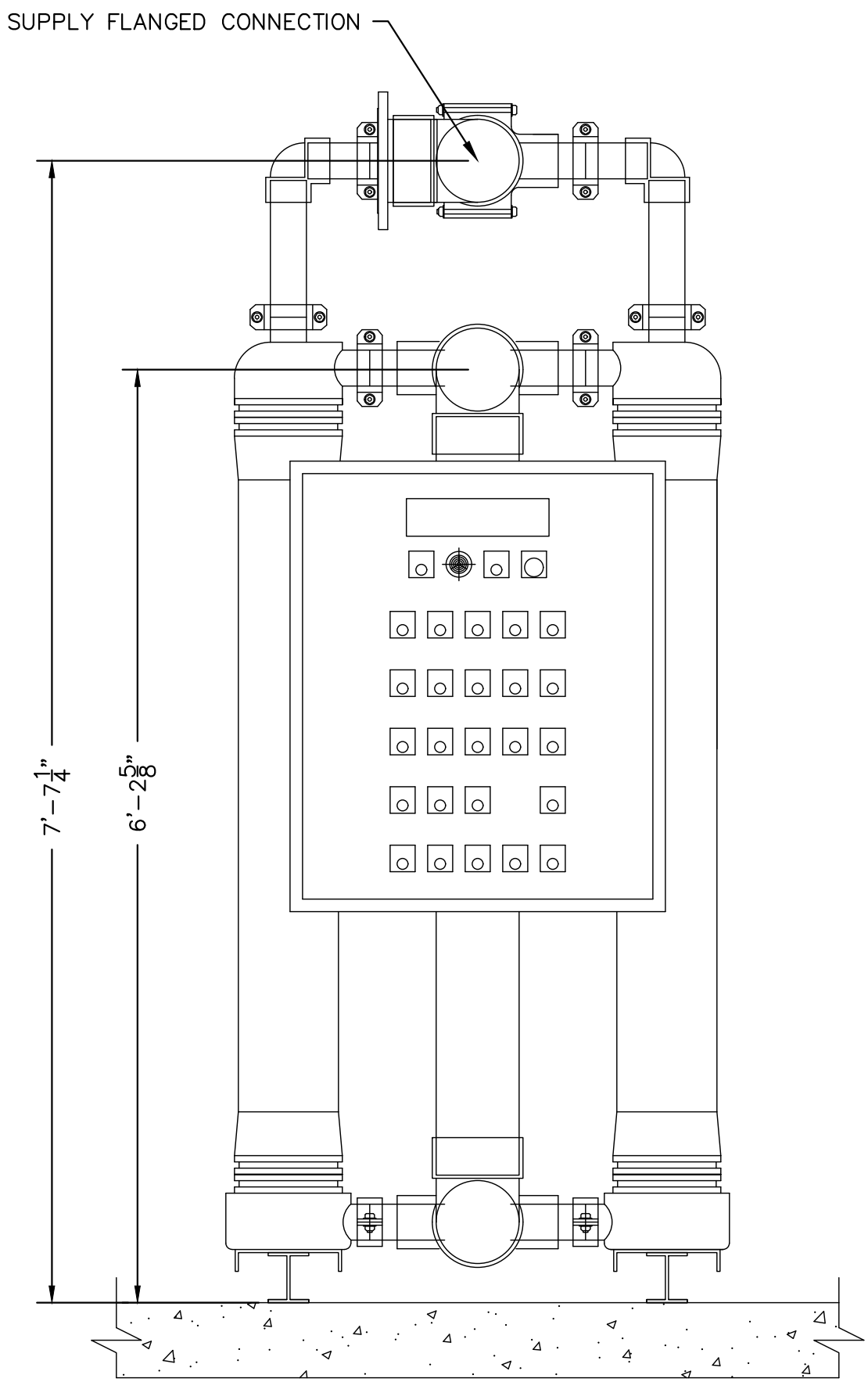
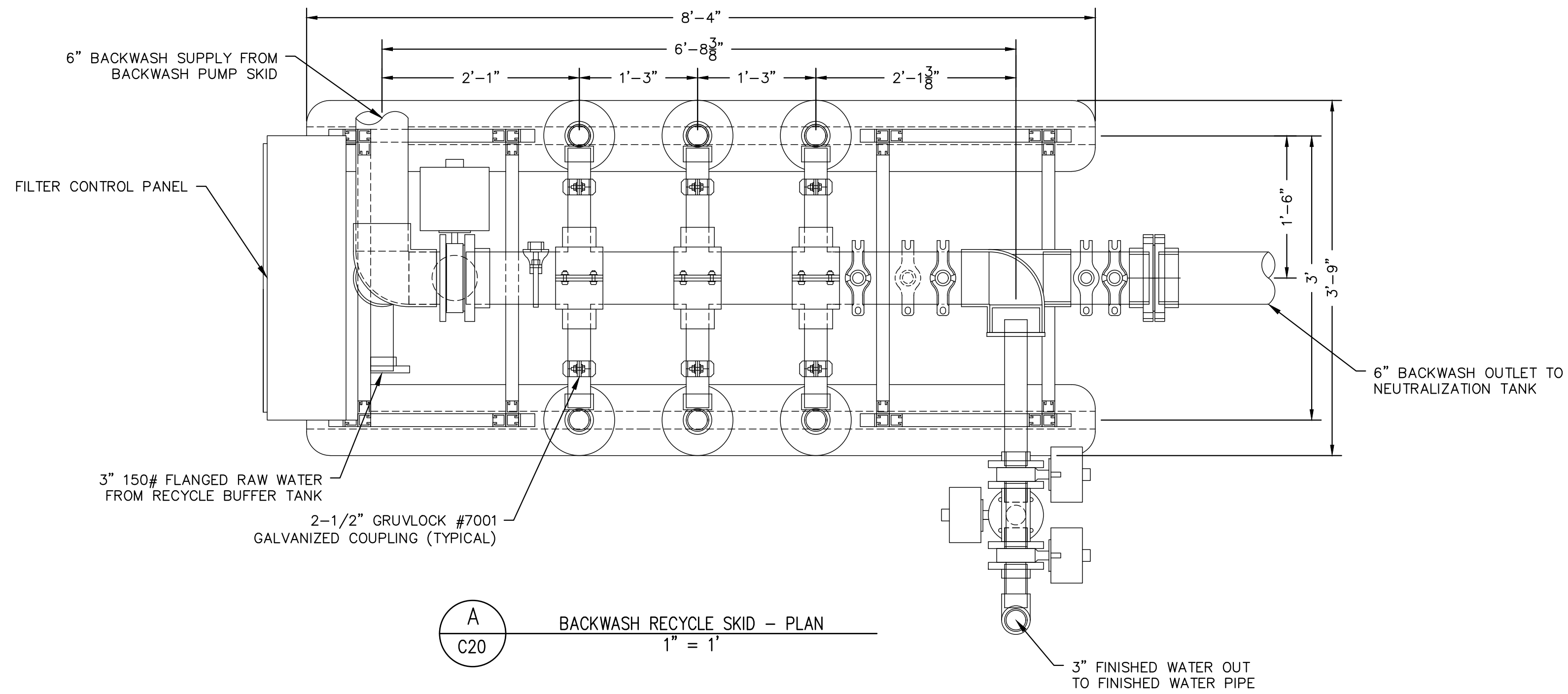
NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
PRE-STRAINER & RECYCLE
FEED PUMP DETAILS
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF
DATE
FEB 2022
JOB NUMBER
0111.0001
SCALE
1" = 1'
EDITION
60% CMAR
SHEET
C19 OF C26

ID'S TO BE ADDED TO THIS SHEET

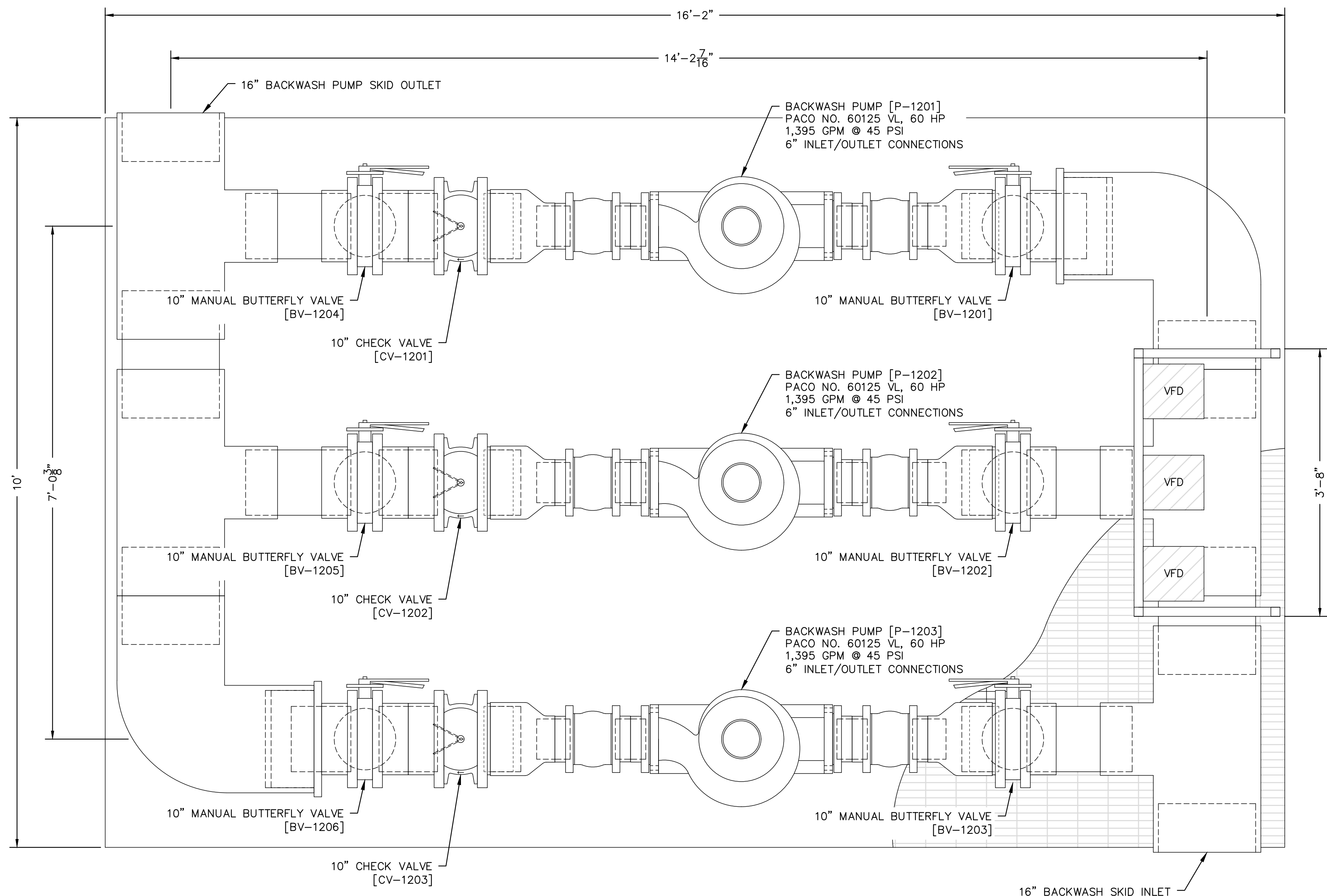
6" 150# BACKWASH SUPPLY FLANGED CONNECTION



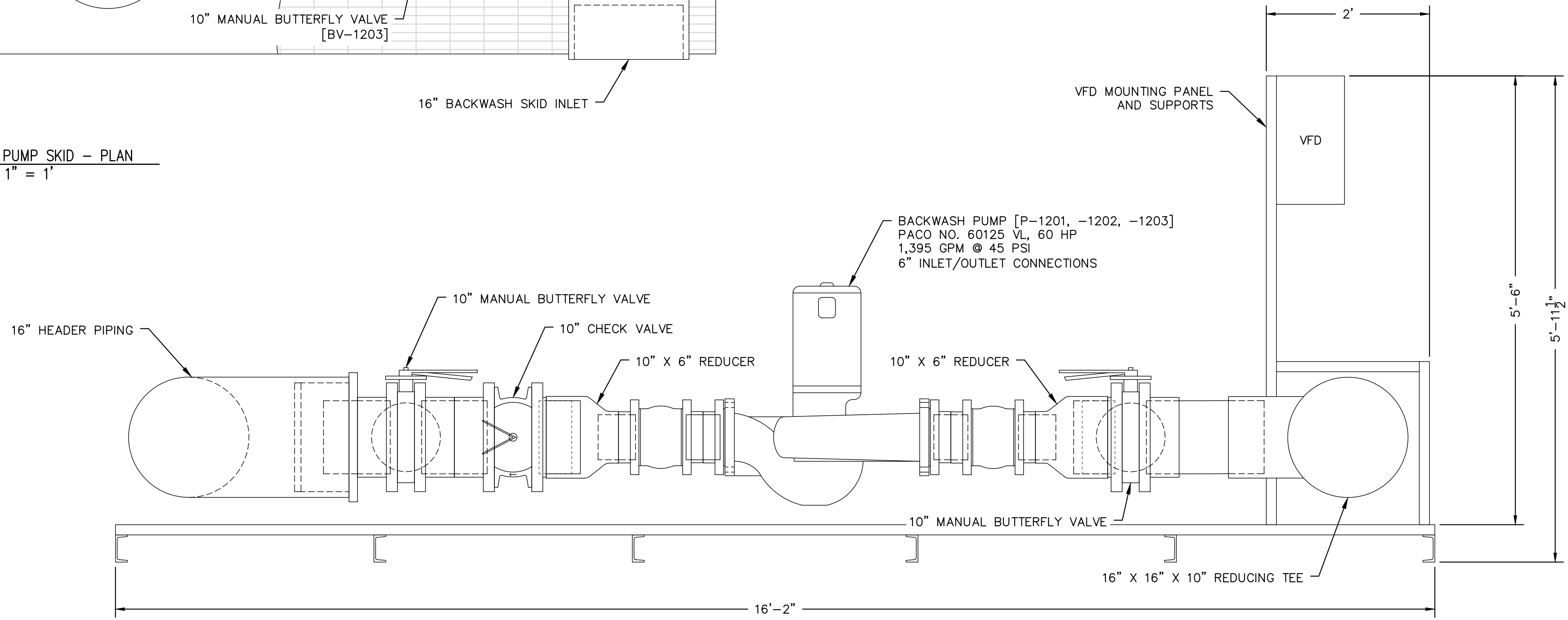
NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
RECYCLE SKID DETAILS
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF
DATE
FEB 2022
JOB NUMBER
0111.0001
SCALE
1" = 1'
EDITION
60% CMAR
SHEET
C20 OF C26



A
C21 BACKWASH PUMP SKID - PLAN
1" = 1'



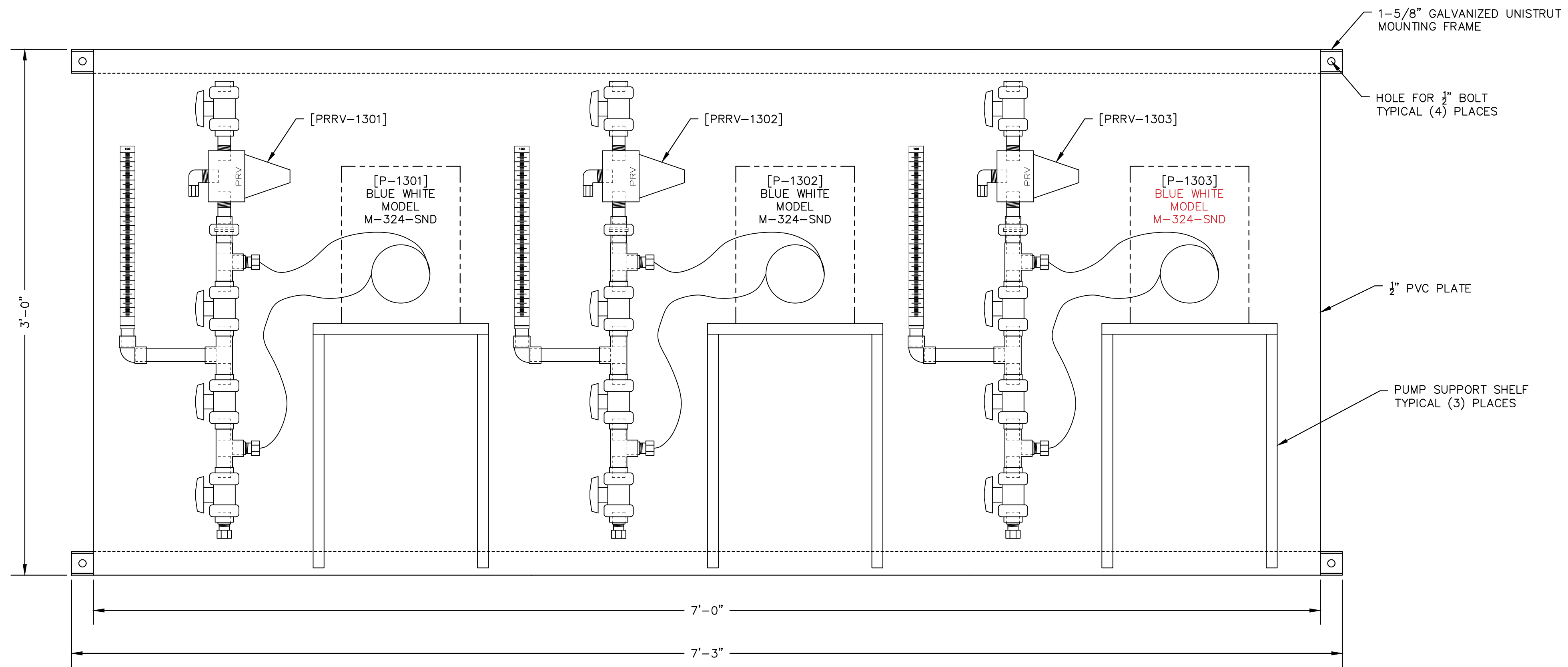
B
C21 BACKWASH PUMP SKID - PROFILE
1" = 1'

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
BACKWASH PUMP SKID DETAILS
 CITY OF OURAY
 320 6TH AVE
 OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

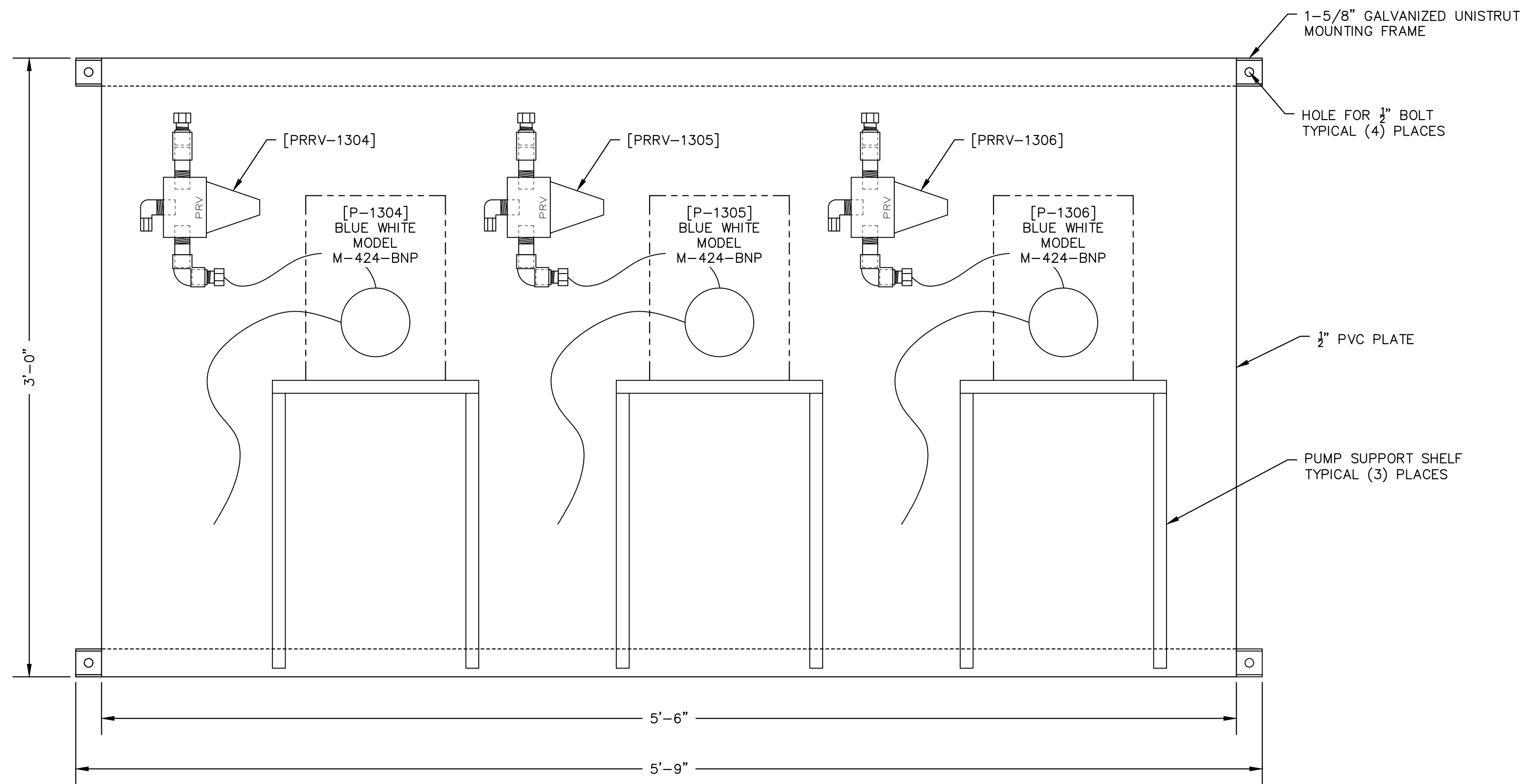
DATE	FEB 2022
JOB NUMBER	0111.0001
SCALE	1" = 1'
EDITION	60% CMAR
SHEET	C21 OF C26



A SODIUM HYPOCHLORITE PUMP PANEL DETAILS
C22 NTS

CHEMICAL FEED PUMP	CHEMICAL
P-1301	SODIUM HYPOCHLORITE
P-1302	SODIUM HYPOCHLORITE
P-1303	SODIUM HYPOCHLORITE
P-1304	SODIUM HYPOCHLORITE
P-1305	SODIUM HYDROXIDE (CAUSTIC)
P-1306	HYDROCHLORIC ACID
P-1307	SODIUM BISULFITE

NEED TO INCLUDE SODIUM BISULFITE FEED PUMP



B CHEMICALLY ENHANCED BACKWASH PUMP PANEL DETAILS
C22 NTS

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
CHEMICAL FEED PANEL DETAILS
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

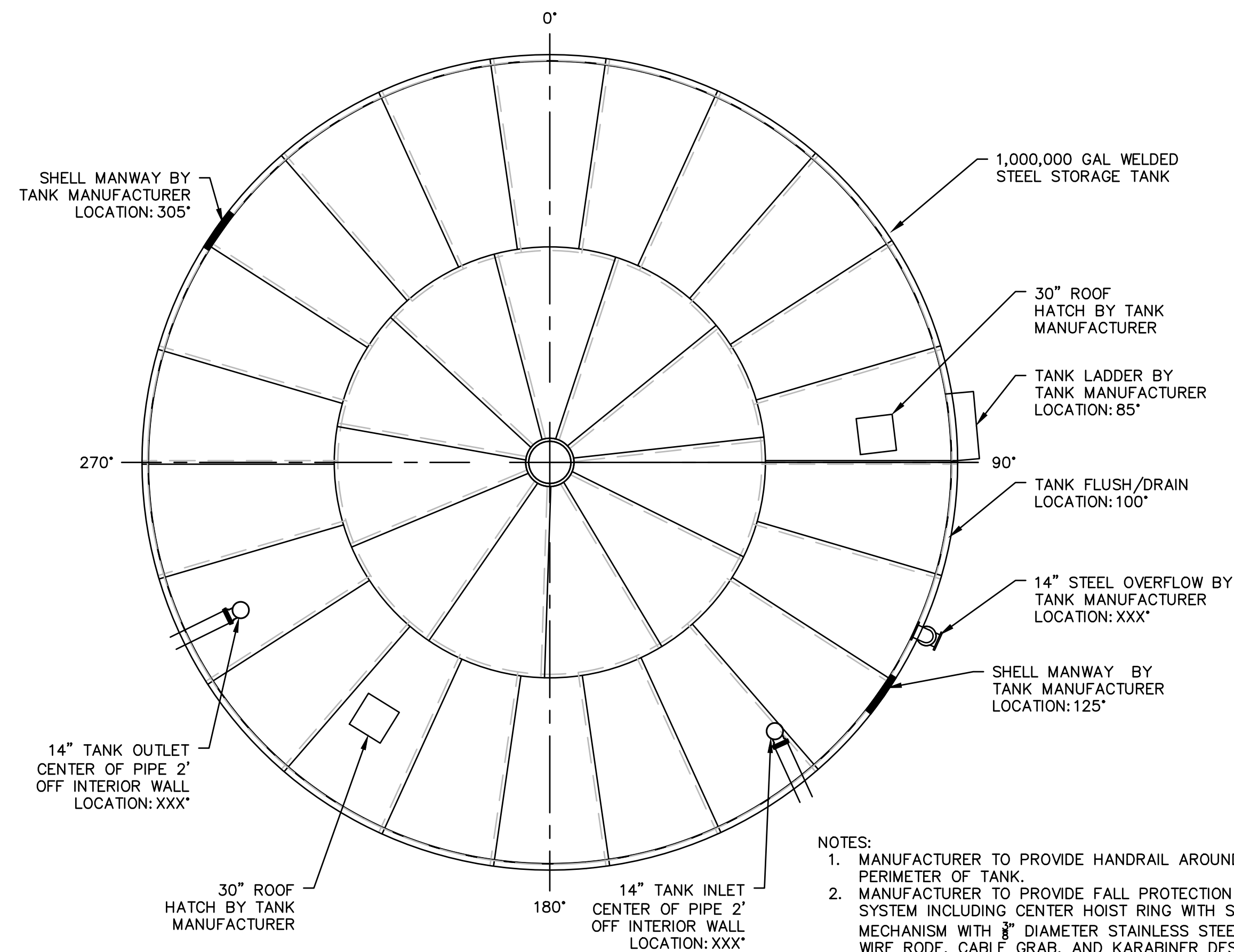
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FEB 2022

JOB NUMBER
0111.0001

SCALE
NTS

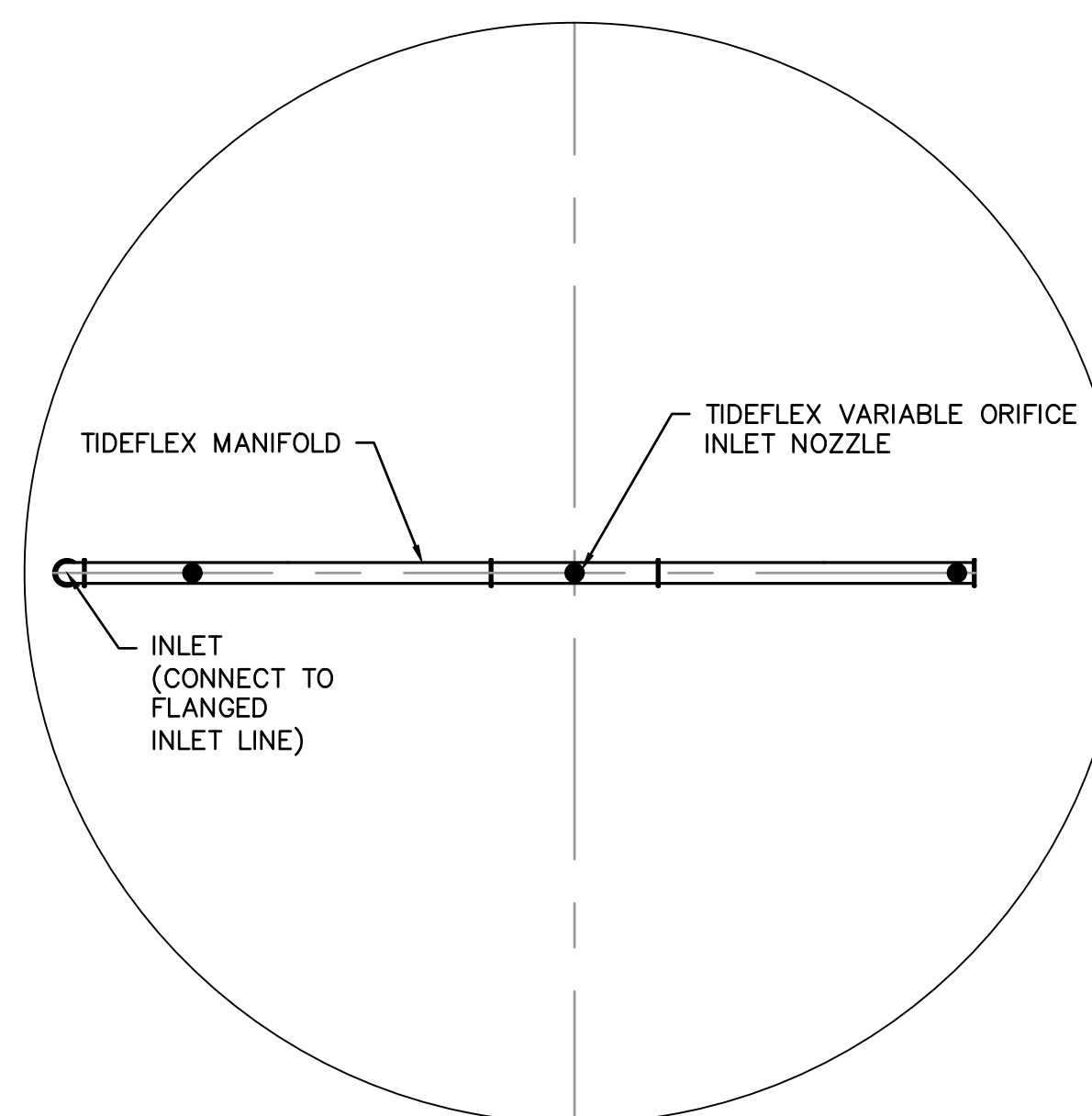
EDITION
60% CMAR

SHEET
C22 OF C26



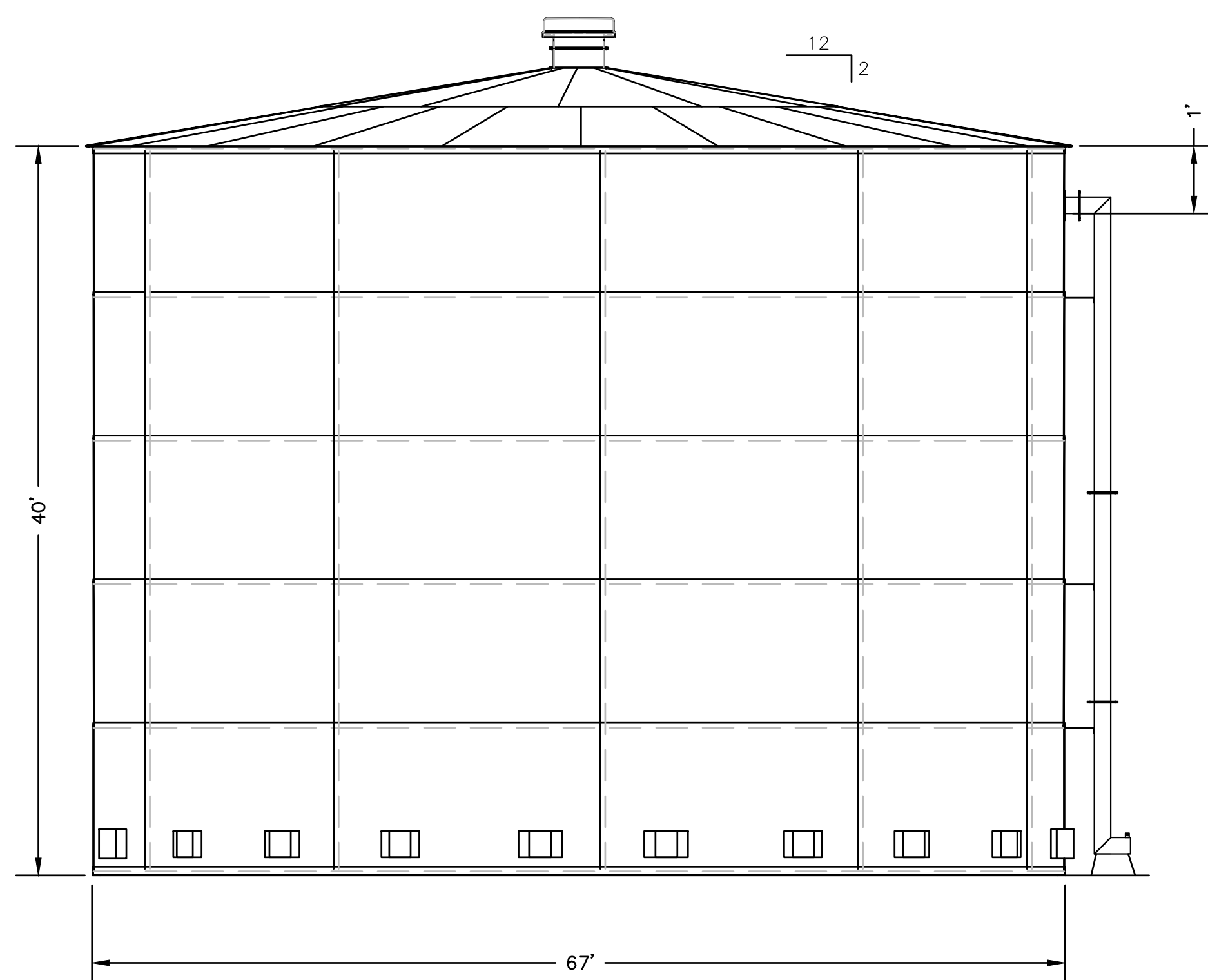
A
C20 PLAN VIEW
NTS

- NOTES:
1. MANUFACTURER TO PROVIDE HANDRAIL AROUND PERIMETER OF TANK.
 2. MANUFACTURER TO PROVIDE FALL PROTECTION SYSTEM INCLUDING CENTER HOIST RING WITH SWIVEL MECHANISM WITH 3/8" DIAMETER STAINLESS STEEL WIRE RODE, CABLE GRAB, AND KARABINER DESIGNED FOR 5,000 LBS LATERAL LOAD.
 3. MANUFACTURER TO PROVIDE LIQUID LEVEL INDICATOR WITH GAUGE BOARD AND HIGH VISIBILITY TARGET.
 4. ULTRASONIC LEVEL TRANSDUCER TO BE INSTALLED ON ROOF SEE DETAIL ON SHEET THIS SHEET. MANUFACTURER TO PROVIDE FLANGE AND COVER PLATE FOR INSTALL OF CONDUIT

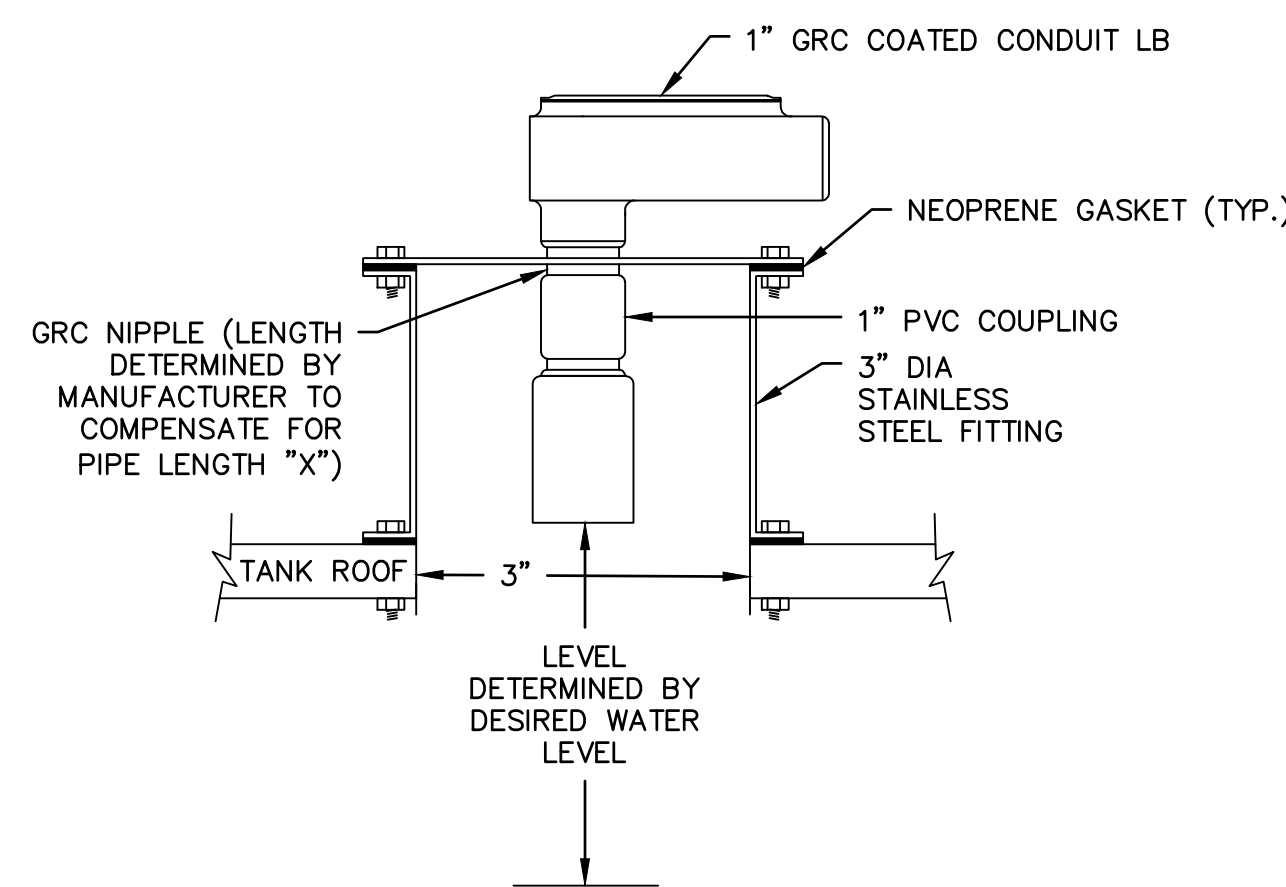


1
C20 TANK MIXER LAYOUT
NTS

NOTE: INSTALL MIXING SYSTEM PER MANUFACTURER REQUIREMENTS. MANUFACTURER CERTIFIED REPRESENTATIVE SHALL APPROVE INSTALLATION PRIOR TO STARTUP OF TANK. SEE TECHNICAL SPECIFICATIONS FOR INFORMATION ON MIXING SYSTEM.

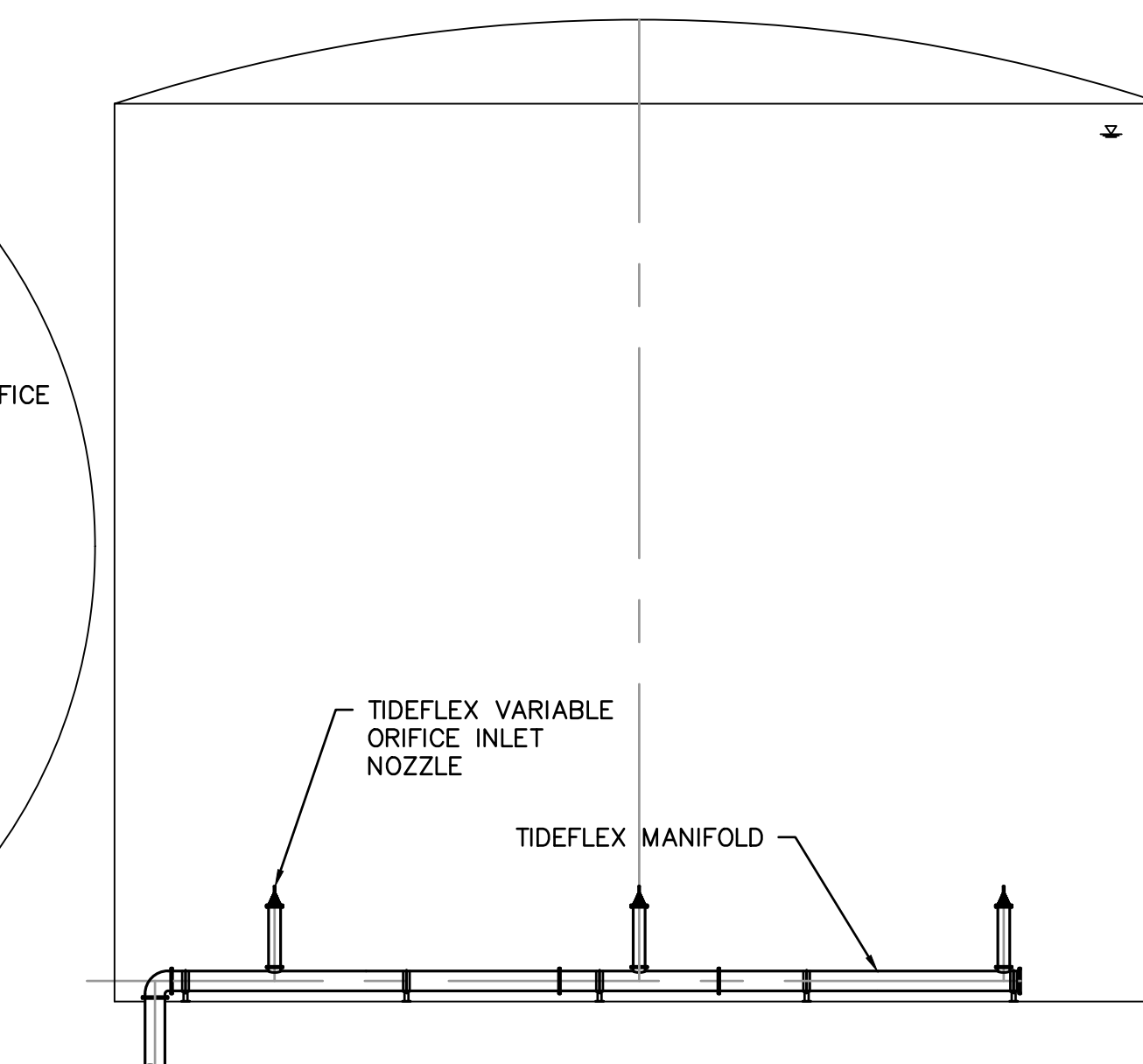


B
C20 ELEVATION VIEW
NTS



- NOTES:
1. DISTANCE FROM TRANSDUCER SENSOR HEAD TO MAXIMUM LIQUID LEVEL AS REQUIRED BY TRANSDUCER MANUFACTURER FOR PROPER LEVEL MEASUREMENT, MINIMUM TO INCHES.
 2. PROVIDE AN UNOBSTRUCTED SOUND PATH PERPENDICULAR TO THE LIQUID SURFACE PER TRANSDUCER MANUFACTURER INSTRUCTIONS.
 3. MOUNT TRANSDUCER PER WATER STORAGE TANK AND TRANSDUCER MANUFACTURER REQUIREMENTS.

2
C20 LEVEL SENSOR INSTALLATION DETAIL
NTS



3
C20 1000 GALLON SEPTIC HOLDING TANK
NTS

- SPECIFICATIONS:
1. CONCRETE: 28 DAY COMPRESSIVE STRENGTH F'C = 4,000 PSI
 2. STEEL REINFORCEMENT: ASTM A-615, GRADE 60, ASTM A-185
 3. DESIGNED FOR AASHTO H2-20 LOADING WITH 24" COVER
 4. TO BE TESTED FOR WATER TIGHTNESS

12687 W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80226

720.749.4165
WWW.ELEMENTENGINEERING.NET

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT

TANK DETAILS

CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

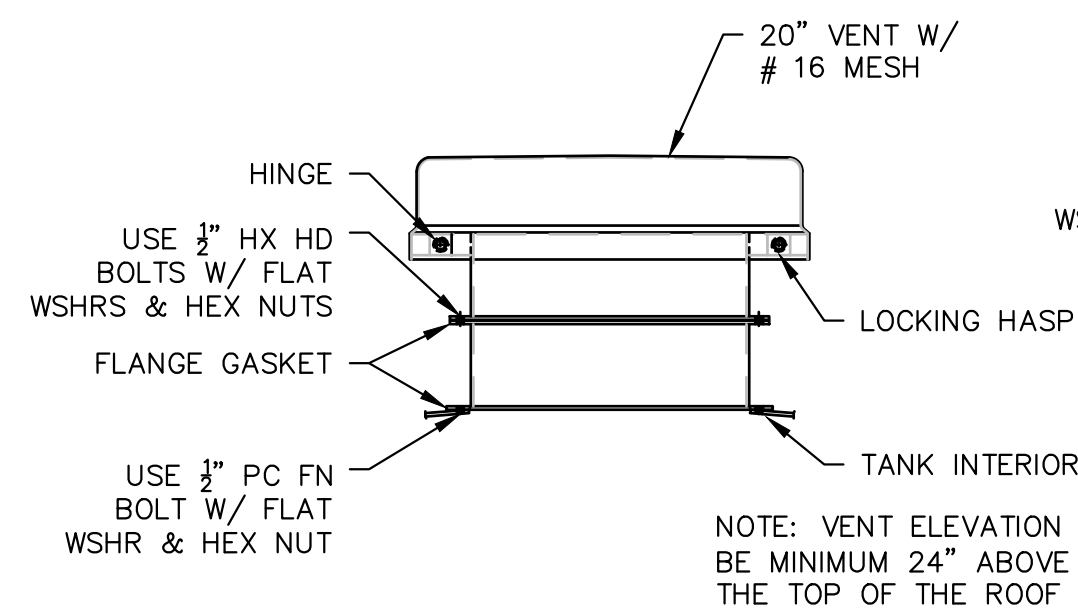
DATE:
JAN 2022

JOB NUMBER:
0111.0001

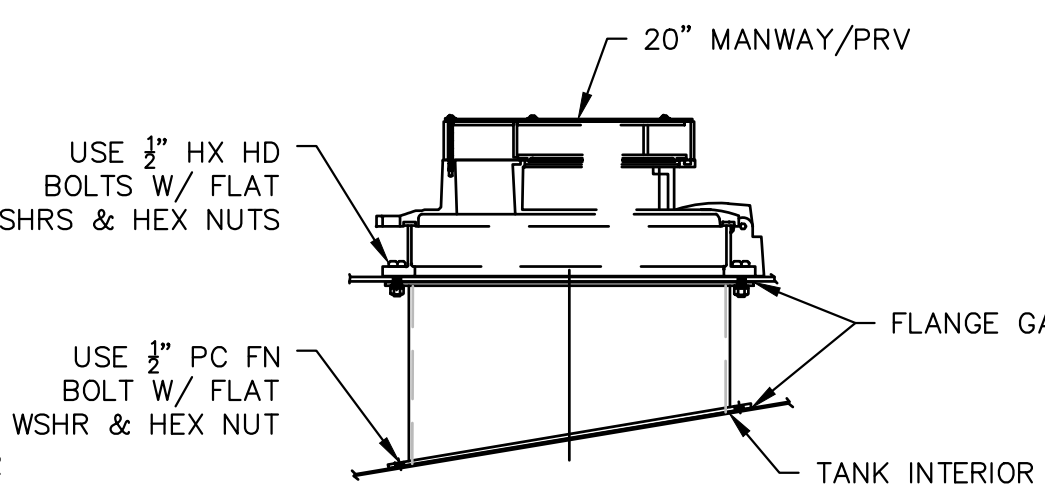
SCALE:
NTS

EDITION:
PERMITTING

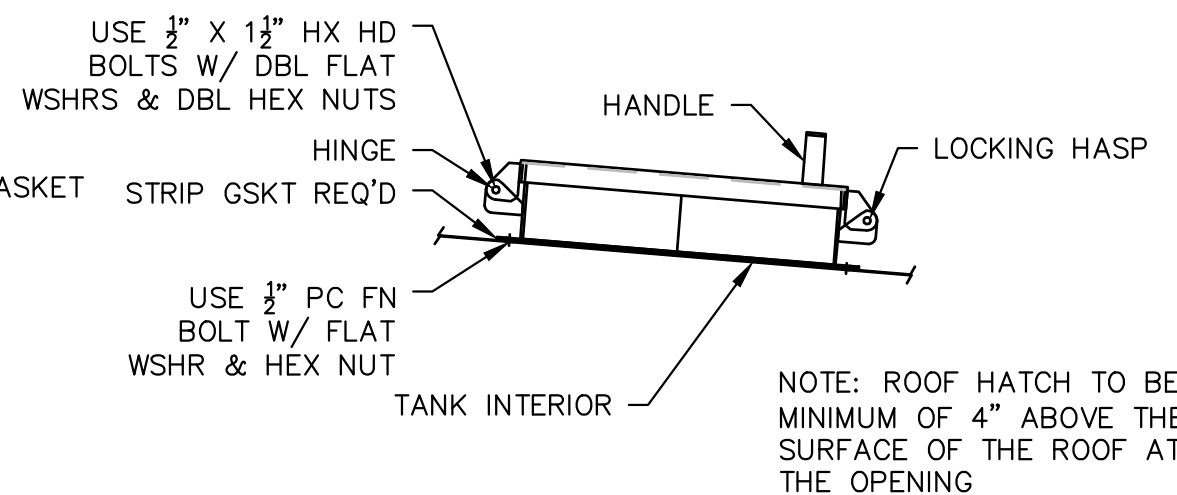
SHEET:
C23 OF C26



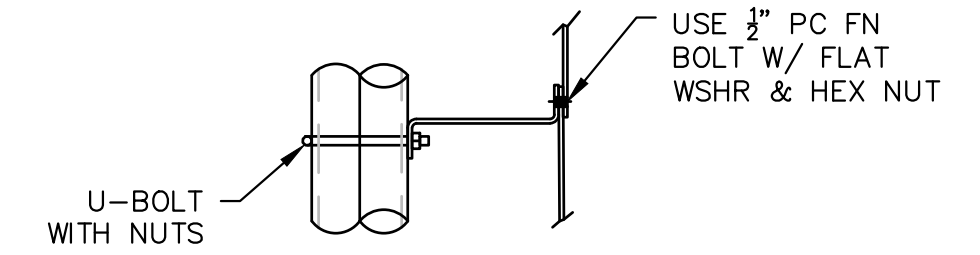
1 CENTER DOME WITH VENT DETAILS
C15 NTS



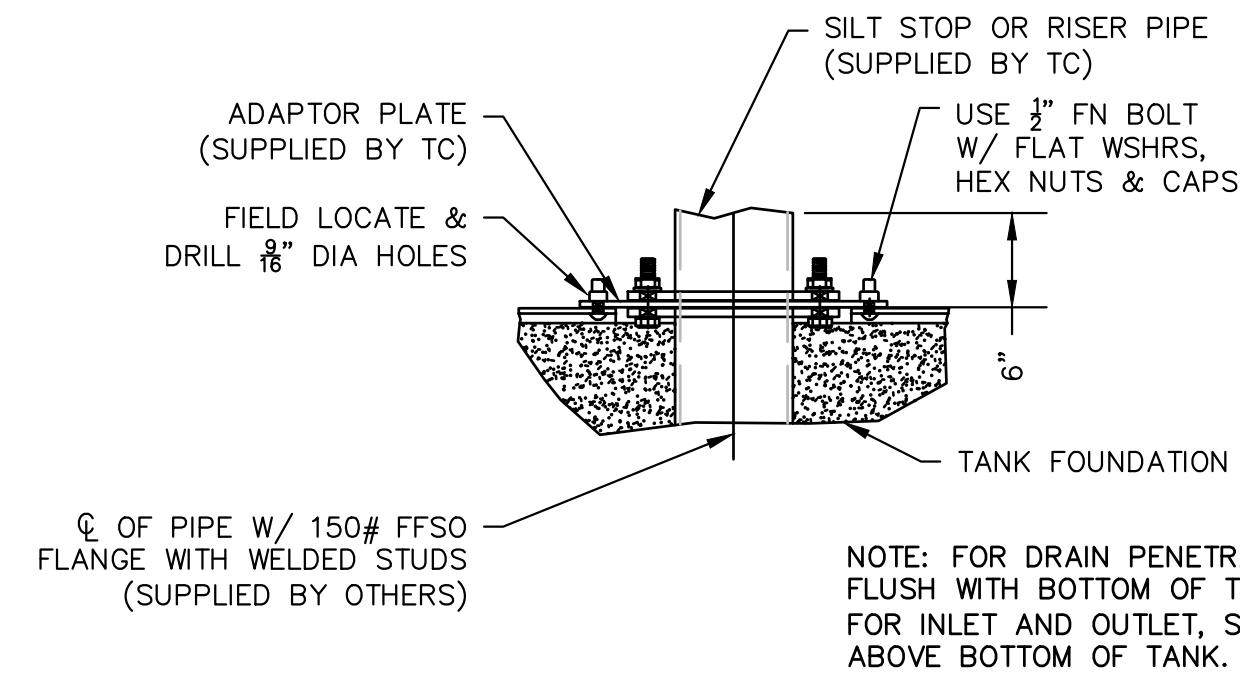
2 20" MANWAY/PRV DETAIL
C15 NTS



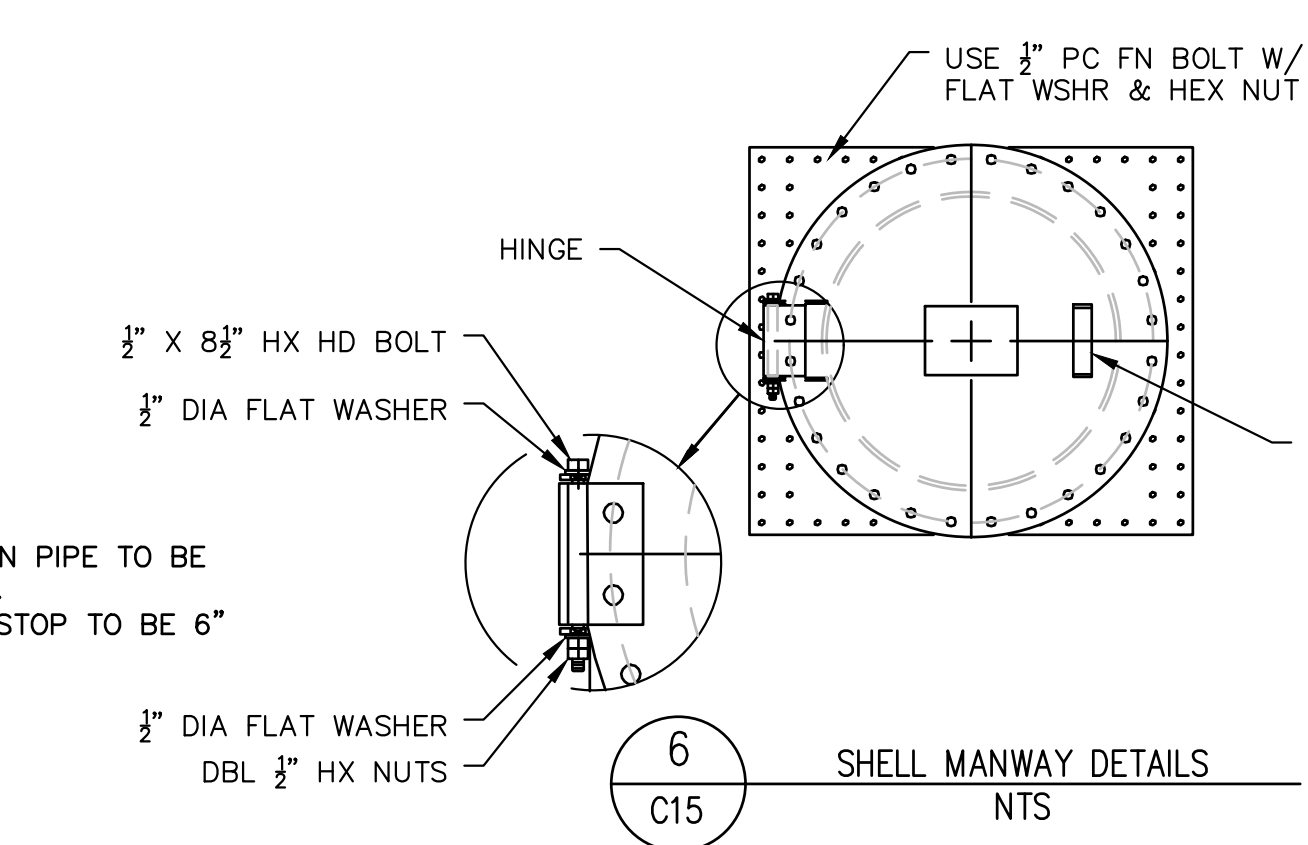
3 30" ROOF HATCH DETAIL
C15 NTS



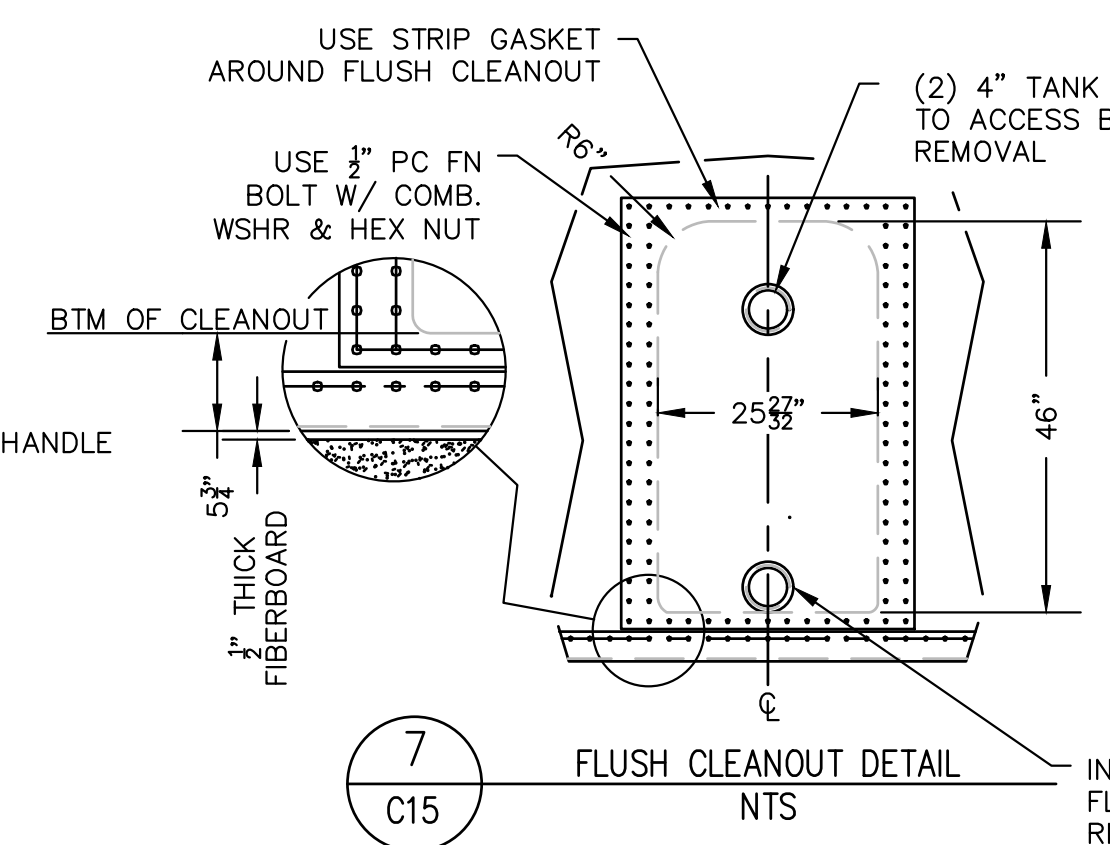
4 PIPE SUPPORT DETAIL
C15 NTS



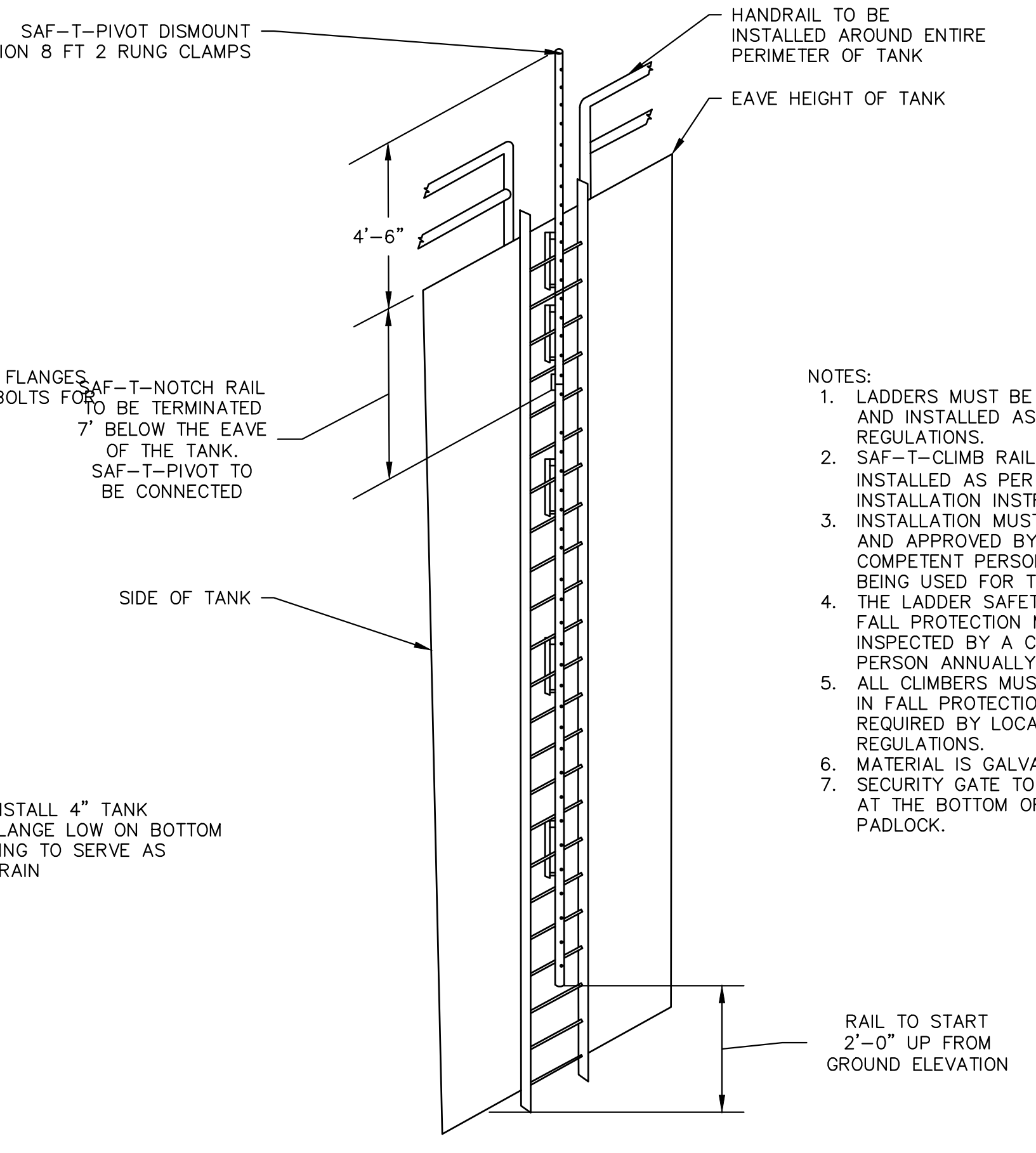
5 TYP. BOTTOM PENETRATION
C15 NTS



6 SHELL MANWAY DETAILS
C15 NTS

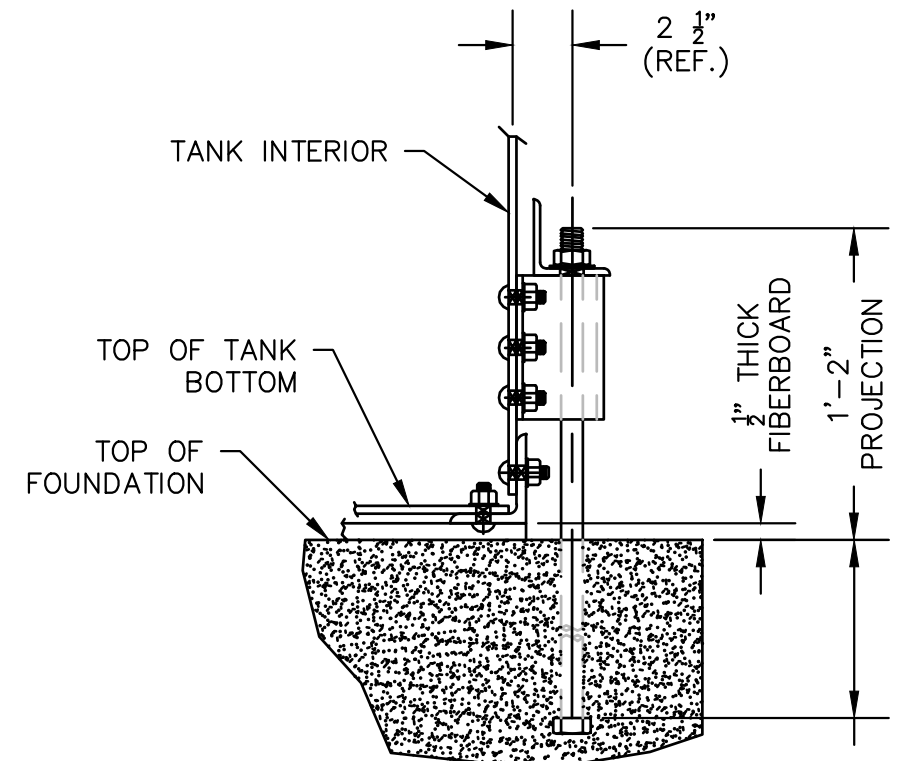


7 FLUSH CLEANOUT DETAIL
C15 NTS

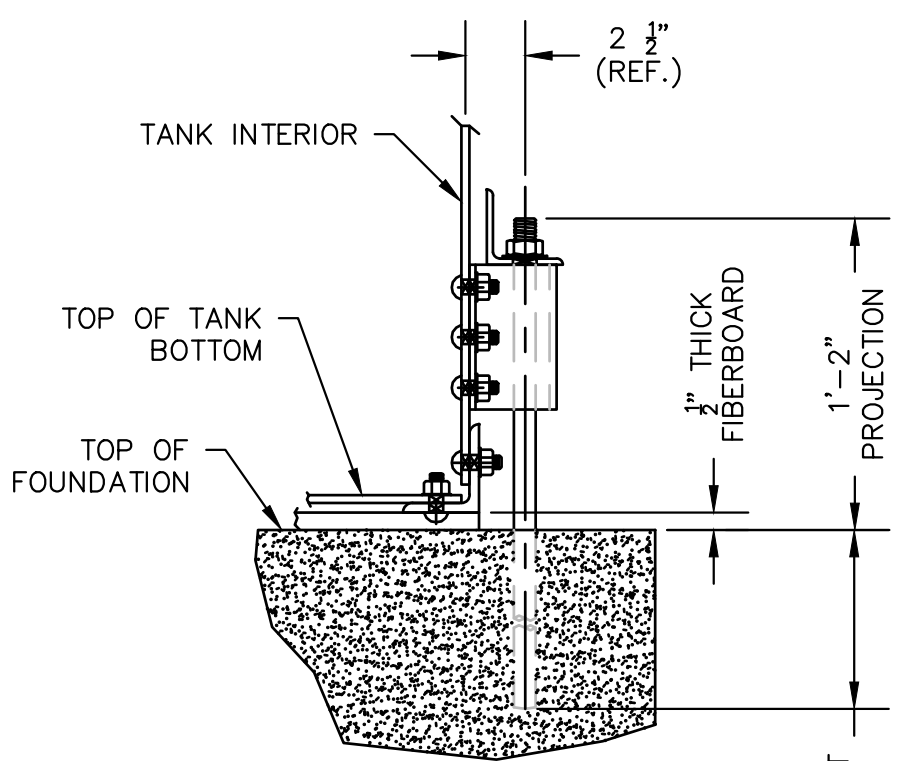


11 SAF-T-CLIMB DETAIL
C15 NTS

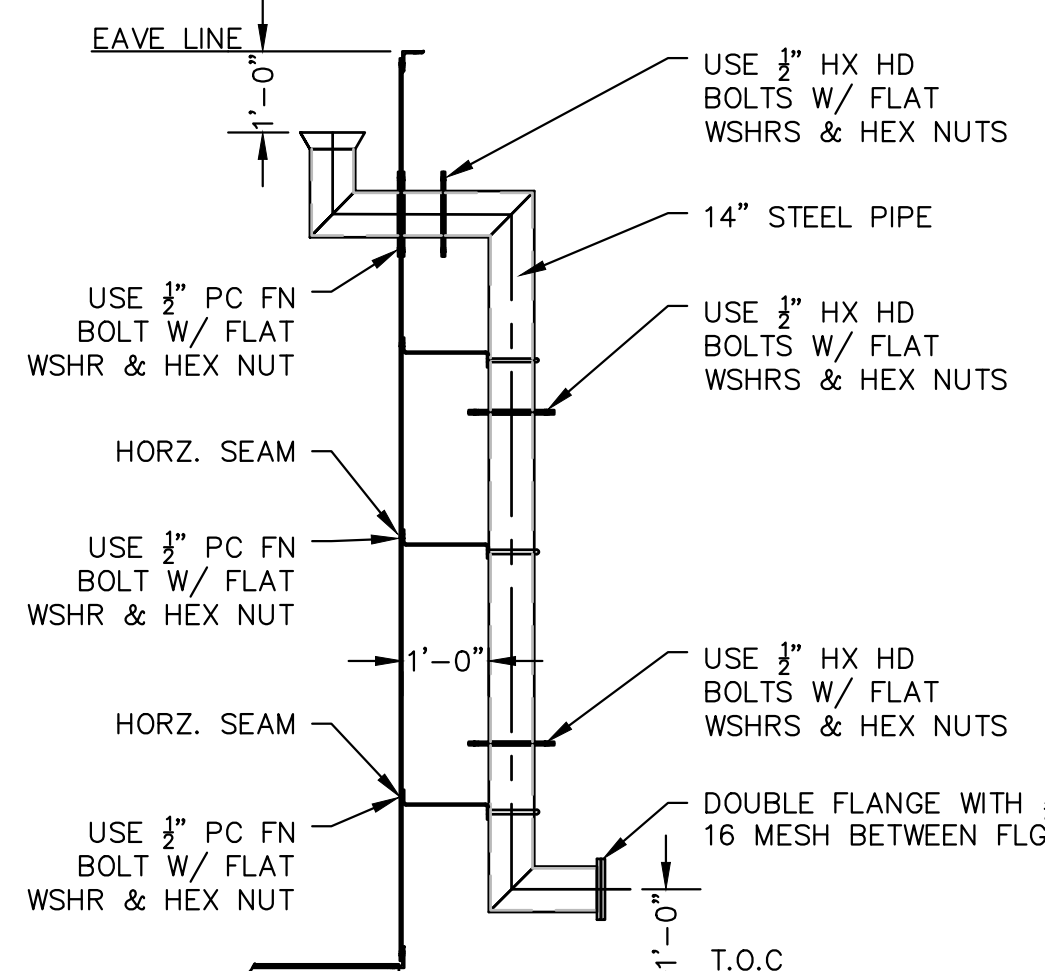
- NOTES:
- LADDERS MUST BE DESIGNED AND INSTALLED AS PER LOCAL REGULATIONS.
 - SAF-T-CLIMB RAIL MUST BE INSTALLED AS PER NORTH'S INSTALLATION INSTRUCTIONS.
 - INSTALLATION MUST BE REVIEWED AND APPROVED BY A COMPETENT PERSON BEFORE BEING USED FOR THE FIRST TIME.
 - THE LADDER SAFETY SYSTEM FOR FALL PROTECTION MUST BE INSPECTED BY A COMPETENT PERSON ANNUALLY.
 - ALL CLIMBERS MUST BE TRAINED IN FALL PROTECTION AS REQUIRED BY LOCAL REGULATIONS.
 - MATERIAL IS GALVANIZED.
 - SECURITY GATE TO BE INSTALLED AT THE BOTTOM OF LADDER WITH PADLOCK.



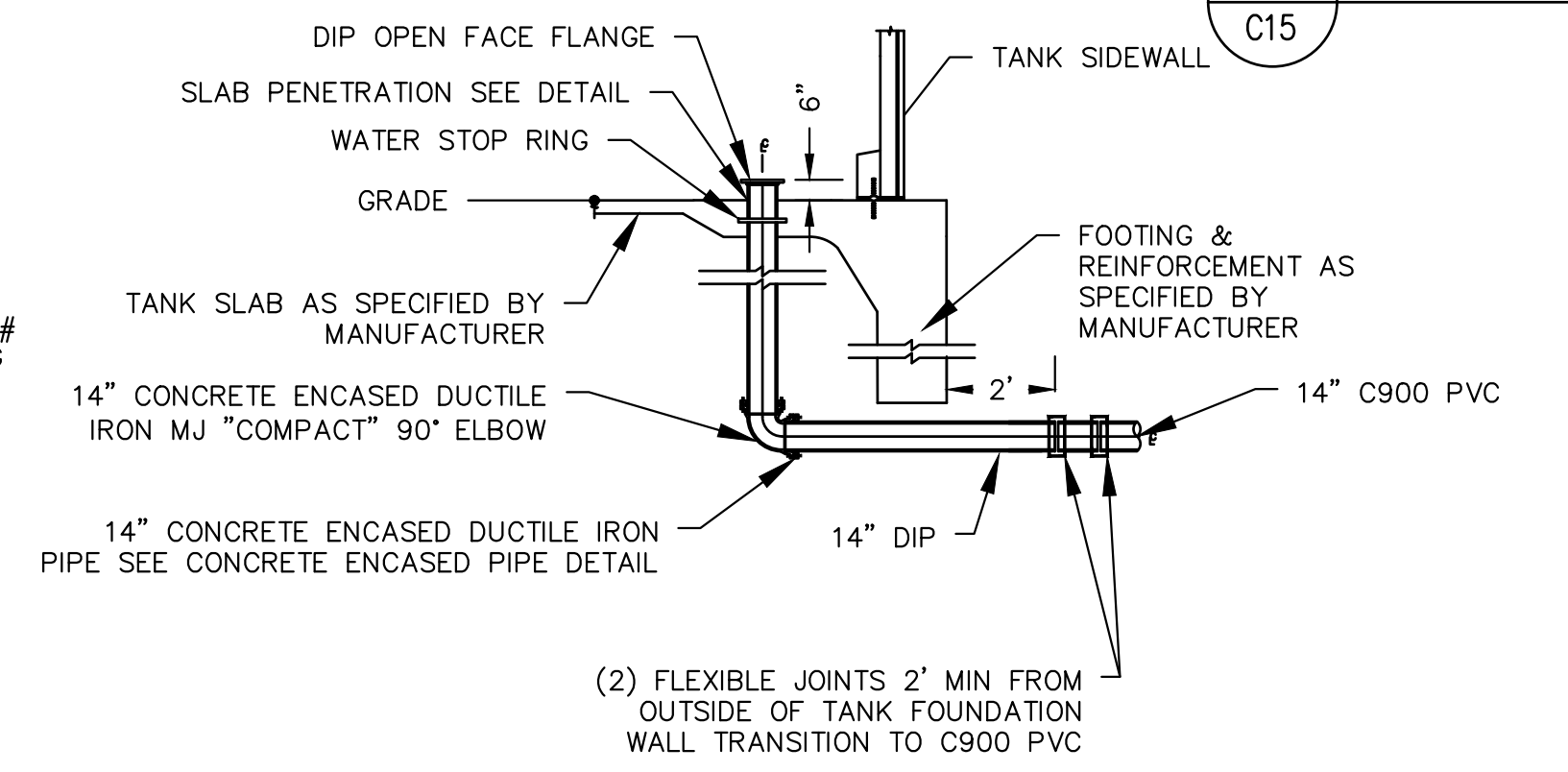
8 CAST IN PLACE ANCHOR BOLT DETAIL
C15 NTS



9 EPOXY ANCHOR BOLT DETAIL
C15 NTS



10 OVERFLOW ASSEMBLY
C15 NTS



12 INLET | OUTLET PIPING DETAIL
C15 NTS

NO.	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT
TANK DETAILS
CITY OF OURAY
320 6TH AVENUE
OURAY, CO 81427

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC
DATE: JAN 2022
JOB NUMBER: 0111.0001
SCALE: NTS
EDITION: PERMITTING
SHEET: C24 OF C26

CONCRETE KICKBLOCKS

WATER MAIN AND TAP SIZE COMBINATIONS WHICH REQUIRE A CONC KICKBLOCK BEHIND THE MAIN AT THE TAPPING SLEEVE OR SADDLE

ALL WATER MAINS

☒ INDICATED CONC KICKBLOCK REQ
MAIN SIZE (INCHES)

MINIMUM BEARING SURFACE AREA (IN SQUARE FEET)

SIZE OF PIPE	BENDS				TEE OR DEAD END
	11 1/4"	22 1/2"	45"	90"	
4" & LOWER	1.00	1.00	1.00	N/A	1.50
6"	1.00	1.25	2.25	N/A	3.00
8"	1.00	2.00	4.00	N/A	5.25
12"	2.25	4.50	8.75	N/A	11.25
16"	3.75	7.50	14.50	27.00	19.00
20"	5.00	10.00	19.50	35.50	25.00
24"	7.00	14.00	27.75	51.00	36.00

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
CONCRETE KICKBLOCKS
BEARING SURFACES & INSTALLATION

CONCRETE KICKBLOCKS

WATER MAIN AND TAP SIZE COMBINATIONS WHICH REQUIRE A CONC KICKBLOCK BEHIND THE MAIN AT THE TAPPING SLEEVE OR SADDLE

ALL WATER MAINS

☒ INDICATED CONC KICKBLOCK REQ
MAIN SIZE (INCHES)

ANY KICKBLOCK REQUIREMENTS FOR WATER MAIN AND TAP SIZE COMBINATIONS OTHER THAN THOSE SHOWN ABOVE WILL REQUIRE SPECIAL DESIGN APPROVAL BY THE COMPANY ENGINEER.

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
CONCRETE KICKBLOCKS TABLE

POLYETHYLENE WRAP

FIELD INSTALLATION—POLYETHYLENE WRAP

STEP-1 PLACE TUBE OF POLYETHYLENE MATERIAL AROUND PIPE PRIOR TO LOWERING PIPE INTO TRENCH.

STEP-2 PULL THE TUBE OVER THE LENGTH OF THE PIPE. TAPE TUBE TO PIPE AT JOINT. FOLD MATERIAL AROUND THE ADJACENT SPIGOT END AND WRAP WITH THREE CIRCUMFERENTIAL TURNS OF TWO-INCH WIDE PLASTIC TAPE TO HOLD PLASTIC TUBE AROUND SPIGOT END.

STEP-3 ADJACENT TUBE OVERLAPS FIRST TUBE AND IS SECURED WITH PLASTIC ADHESIVE TAPE. THE POLYETHYLENE TUBE MATERIAL COVERING THE PIPE WILL BE LOOSE. EXCESS MATERIAL SHALL BE NEATLY DRAWN UP AROUND THE PIPE BARREL, FOLDED INTO AN OVERLAP ON TOP OF THE PIPE AND HELD IN PLACE BY MEANS OF PIECES OF THE PLASTIC TAPE AT APPROXIMATELY THREE TO FIVE FT INTERVALS.

ALL FITTINGS, VALVES, BELL JOINT RESTRAINTS TO BE WRAPPED.

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
POLYETHYLENE WRAP

LENGTH OF RESTRAINED PIPE

PIPE SIZE	4" AND LESS		6"		8"		12"		16"		20"		24"							
	FITTING	D	L	D	L	D	L	D	L	D	L	D	L	D	L					
90° BEND, TEE, PLUG, VALVE	3/4"	50"	MS	3/4"	71"	MS	3/4"	94"	MS	3/4"	134"	HS	1"	173"	HS	1 1/4"	212"	HS	1"	250"
45° BEND	3/4"	25"	MS	3/4"	35"	MS	3/4"	46"	MS	3/4"	66"	HS	1"	85"	HS	1 1/4"	104"	HS	1"	122"
22 1/2° BEND	3/4"	12"	MS	3/4"	17"	MS	3/4"	23"	MS	3/4"	32"	HS	1"	41"	HS	1 1/4"	50"	HS	1"	59"
11 1/4° BEND	3/4"	6"	MS	3/4"	7"	MS	3/4"	7"	MS	3/4"	7"	HS	1"	13"	HS	1 1/4"	15"	HS	1"	18"

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
LENGTH OF RESTRAINED PIPE

TYPICAL TRENCH SECTION

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
TYPICAL TRENCH SECTION
PIPE PROTECTION

PIPE BEDDING

(A) INSTALLATION OF BEDDING AND PIPE: AFTER COMPLETION OF THE TRENCH EXCAVATION AND PROPER PREPARATION OF THE FOUNDATION, SIX INCHES (6") OF BEDDING MATERIAL SHALL BE PLACED ON THE TRENCH BOTTOM FOR SUPPORT UNDER THE PIPE. BELL HOLES SHALL BE DUG DEEP ENOUGH TO PROVIDE A MINIMUM OF TWO INCHES (2") OF CLEARANCE BETWEEN THE BELL AND BEDDING MATERIAL. ALL PIPE SHALL BE INSTALLED IN SUCH A MANNER AS TO ENSURE FULL SUPPORT OF THE PIPE BARREL OVER ITS ENTIRE LENGTH. AFTER THE PIPE IS ADJUSTED FOR LINE AND GRADE, AND THE JOINT IS MADE, THE BEDDING MATERIAL SHALL BE CAREFULLY PLACED AND TAMPED UNDER THE HAUNCHES OF THE PIPE AND IN THE PREVIOUSLY DUG BELL HOLES.

TAMPING IS HEREIN DEFINED AS THE ACT OF PLACING APPROVED BEDDING MATERIAL UNDER THE HAUNCHES OF THE PIPE, PAYING PARTICULAR ATTENTION TO VOIDS, BELL HOLES, AND SLING HOLES. THE PURPOSE OF TAMPING IS TO ENSURE UNIFORM SUPPORT FOR THE PIPE.

THE LIMITS OF BEDDING SHALL BE FROM SIX INCHES (6") BELOW THE BOTTOM OF THE PIPE TO TWELVE INCHES (12") ABOVE THE TOP OF THE PIPE. APPROVED BACKFILL MAY THEN BE INSTALLED TO THE GROUNDLINE. SEE SECTION 6 OF THESE STANDARDS FOR BACKFILL AND COMPACTION OF BACKFILL. COMPACTION OF BEDDING IS NOT REQUIRED. THE ONLY REQUIREMENT IS SUFFICIENT TAMPING TO ACHIEVE UNIFORM SUPPORT UNDER THE PIPE. SEE THE DETAILS FOR A TYPICAL TRENCH CROSS SECTION.

(B) BEDDING MATERIAL: THE BEDDING MATERIAL SHALL BE A CLEAN WELL-GRADED SAND OR SQUEEGEE SAND AND SHALL CONFORM TO THE FOLLOWING LIMITS WHEN TESTED BY MEANS OF LABORATORY SIEVES:

WELL-GRADED SAND	
SIEVE SIZE	TOTAL PERCENT PASSING BY WEIGHT
3/8 INCH	100
NO. 4	95-100
NO. 8	80-100
NO. 16	50-95
NO. 30	25-60
NO. 50	10-30
NO. 100	2-10
NO. 200	0

SQUEEGEE SAND	
SIEVE SIZE	TOTAL PERCENT PASSING BY WEIGHT
3/8 INCH	100
NO. 100	0-5

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
PIPE BEDDING

VALVE BOX DETAIL

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
VALVE BOX DETAIL

VALVE BOX FINISHING DETAIL

Scale: NONE **Date: SEPTEMBER 2021**
Revised:

CITY OF OURAY
VALVE BOX FINISHING DETAIL

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DATE
FEB 2022

JOB NUMBER
0111.0001

SCALE
NTS

EDITION
60% CMAR

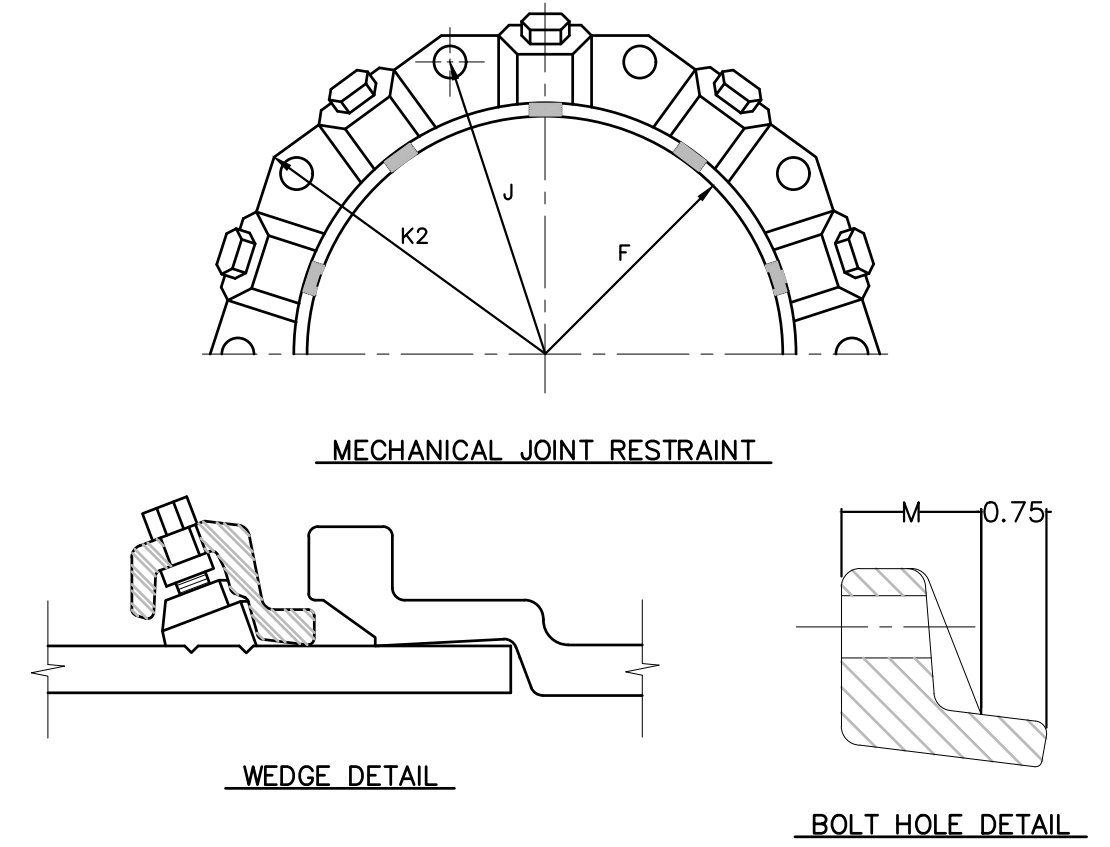
SHEET
C25 of C26

WATER TREATMENT PLANT
GENERAL DETAILS

CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

PREPARED UNDER THE DIRECT SUPERVISION OF

12687 W. CEDAR DRIVE, SUITE 300
LAKEWOOD, CO 80228
WWW.ELEMENTENGINEERING.NET



DIMENSIONS

NOMINAL PIPE SIZE	NO OF BOLTS	NO OF WEDGES	K2 INCHES	J INCHES	F INCHES	M INCHES
4" OR LESS	4	2				
6"	6	3	11.12	9.50	7.00	0.88
8"	6	4	13.37	11.75	9.15	1.00
10"	8	6	15.62	14.00	11.20	1.00
12"	8	8	17.88	16.25	13.30	1.25
16"	12	12	22.50	21.00	17.54	1.56
20"	14	14	27.00	25.50	21.74	1.69

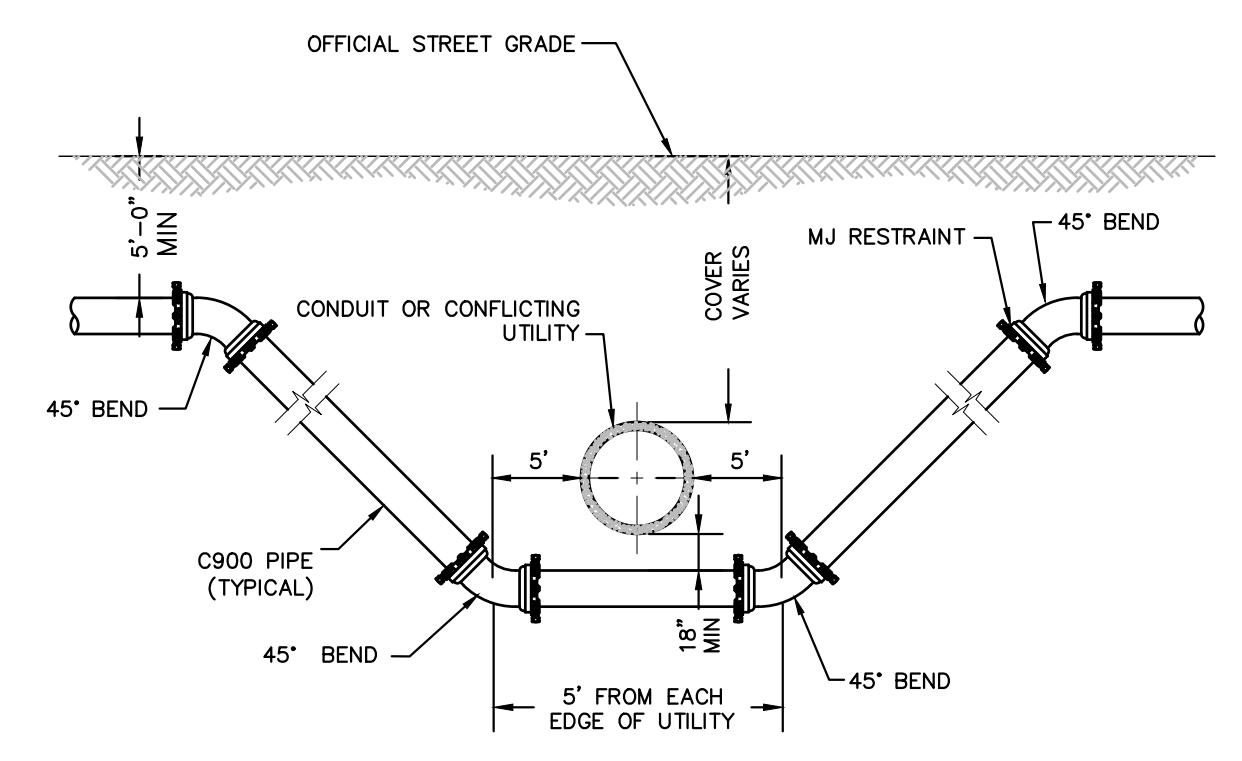
- NOTES:
- 2" PIPING RESTRAINTS SHALL BE EBBA IRON 6500 OR APPROVED EQUAL
 - OTHER MECHANICAL JOINT RESTRAINT DEVICES MUST BE APPROVED BEFORE INSTALLATION.

CITY OF OURAY

MECHANICAL JOINT RESTRAINT DETAILS

Scale: *NONE* Date: *SEPTEMBER 2021*

Revised:



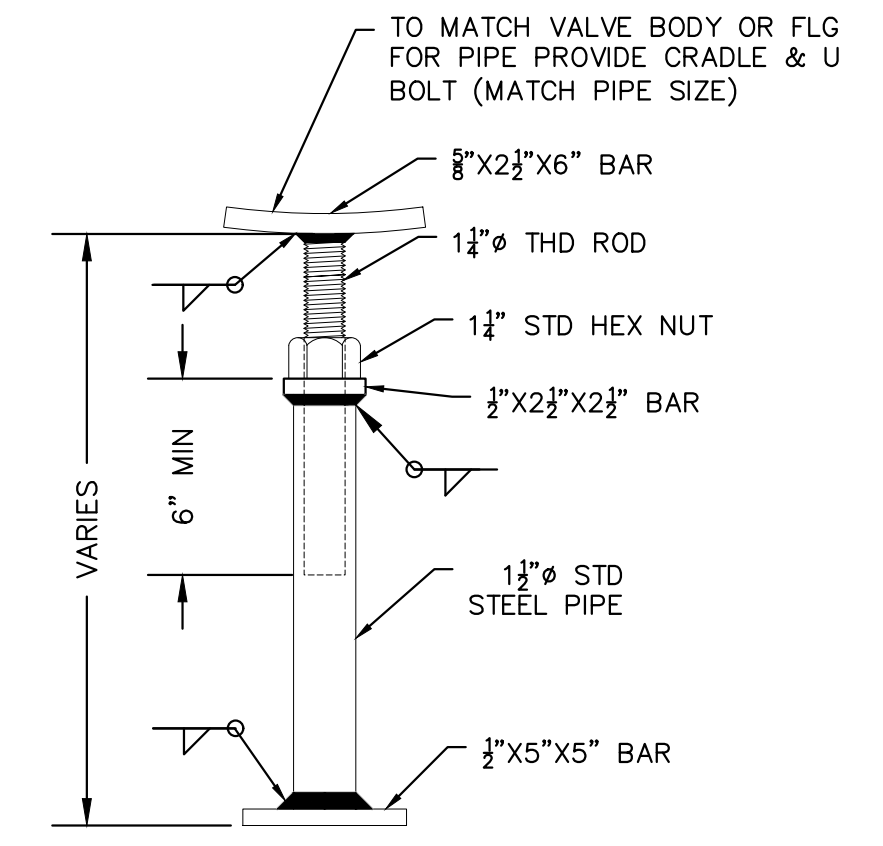
- NOTES:
- LENGTH OF EXTENSION OF PIPE AND RESTRAINED JOINTS SHALL BE IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.
 - CATHODIC PROTECTION SHALL BE AS REQUIRED IN ACCORDANCE WITH THESE ENGINEERING STANDARDS.

CITY OF OURAY

OPEN CUT CROSSING BENEATH CONDUIT OR CONFLICTING UTILITY

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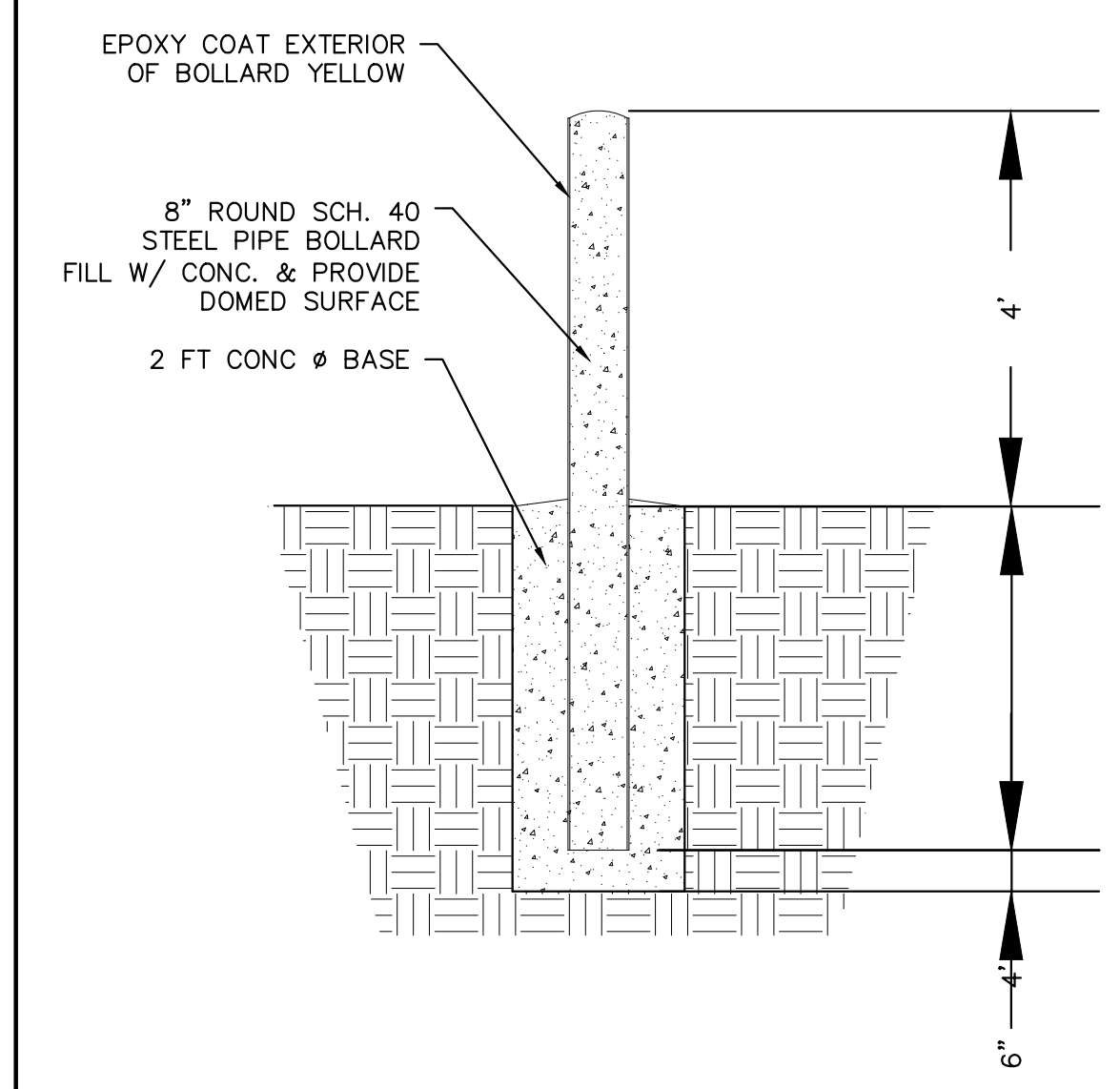


CITY OF OURAY

ADJUSTABLE PIPE SUPPORT

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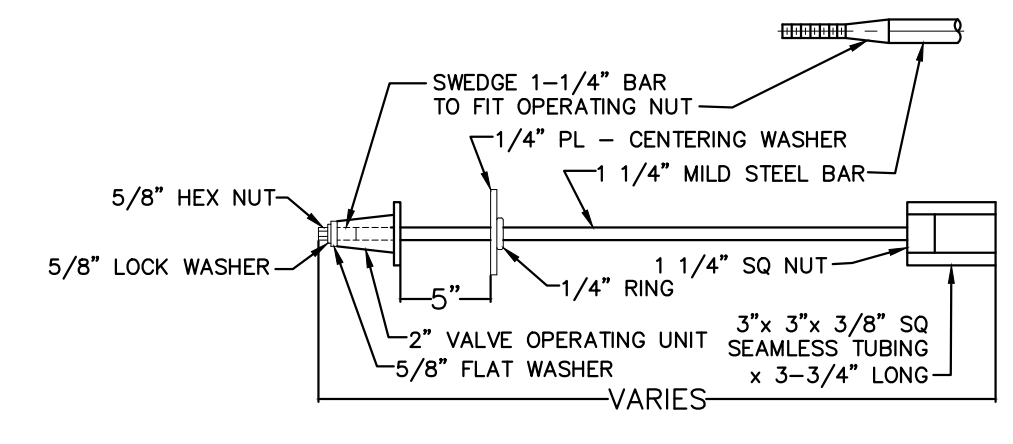


CITY OF OURAY

PIPE BOLLARD DETAIL

Scale: *NONE* Date: *SEPTEMBER 2021*

Revised:



VALVE OPERATOR EXTENSION

EXTENSIONS ARE REQUIRED ON ALL VALVES WHERE TOP OF NUTS ARE GREATER THAN 5'. MULTIPLE EXTENSIONS ARE NOT ALLOWED.

CITY OF OURAY

VALVE OPERATOR EXTENSION

Scale: *NONE* Date: *SEPTEMBER 2021*

Revised:

NO	REVISIONS	DESCRIPTION	DATE	BY

WATER TREATMENT PLANT

GENERAL DETAILS

CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

FOR AND ON BEHALF OF
ELEMENT ENGINEERING, LLC

DATE
FEB 2022

JOB NUMBER
0111.0001

SCALE
NTS

EDITION
60% CMAR

SHEET
C26 OF C26

DESIGN PARAMETERS

- JURISDICTION = OURAY COUNTY, COLORADO
- BUILDING CODE
 - 2018 INTERNATIONAL BUILDING CODE
 - ASCE 7-16
- DESIGN LOADS
 - DEAD LOADS (PROVIDED BY PRE ENGINEERED BUILDING MANUFACTURER)
 - MATERIAL WEIGHT AND COLLATERAL WEIGHT
 - LIVE LOADS (PROVIDED BY PRE ENGINEERED BUILDING MANUFACTURER)
 - WIND DESIGN DATA
 - ULTIMATE WIND SPEED, V_{ult} = **115** MPH (3 SECOND GUST)
 - RISK CATEGORY **III**
 - WIND EXPOSURE **C'**
 - EARTHQUAKE DESIGN DATA
 - RISK CATEGORY **III**
 - SEISMIC IMPORTANCE FACTOR, I_p = **1.0**
 - MAPPED SPECTRAL RESPONSE ACCELERATION PARAMETERS
 - S_s = **0.325**
 - S_1 = **0.370**
 - S_1 = **0.087**
 - SITE CLASS **C**
 - DESIGN SPECTRAL RESPONSE ACCELERATION PARAMETERS
 - S_{DS} = **0.088**
 - S_{D1} = **0.088**
 - SEISMIC DESIGN CATEGORY **C'**

FOUNDATIONS

- FOUNDATION DESIGN BASED ON PRELIMINARY GEOTECHNICAL ENGINEERING REPORT **XXX** PREPARED BY GROUND ENGINEERING, DATED FEBRUARY 24, 2022.
- SPREAD FOOTING CRITERIA
 - ALLOWABLE BEARING PRESSURE = **X,XXX** PSF
 - MINIMUM DEAD LOAD PRESSURE = **X,XXX** PSF
 - MINIMUM FROST DEPTH = **3'-0"**
- WALLS
 - EQUIVALENT LATERAL PRESSURES
 - AT REST = **XX** PCF
 - ACTIVE = **XX** PCF
 - PASSIVE = **XX** PCF
- SLABS ON GRADE CRITERIA
 - MODULUS OF SUBGRADE REACTION = **XX** PCI
 - COEFFICIENT OF FRICTION = **0.XX**
- PROVIDE ANY SPECIAL REQUIREMENTS WITH REGARDS TO OVER-EXCAVATION, ETC. AS REQUIRED PER GEOTECHNICAL REPORT. BE SPECIFIC**

CONCRETE

- CONCRETE HAS BEEN DESIGNED IN ACCORDANCE WITH ACI-318 AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI-301 WITH TOLERANCES GIVEN IN ACI 117.
- PROVIDE CONTROL JOINTS IN CONCRETE WALLS AT 30' MAXIMUM SPACING. RE: 2/S201
- PROVIDE CONTROL JOINTS IN CONCRETE SLABS-ON-GRADE AT 12' MAXIMUM SPACING. RE: 3/S201
- LOCATE CONSTRUCTION JOINTS AND CONTROL JOINT LOCATIONS WHERE POSSIBLE. SLABS AND BEAMS SHALL NOT HAVE A HORIZONTAL CONSTRUCTION JOINTS. VERTICAL CONSTRUCTION JOINTS SHALL BE LOCATED AT THIRD POINT OF SPAN AND SHALL BE MADE WITH VERTICAL BULKHEADS AND HORIZONTAL KEYS. ALL REINFORCING SHALL BE CONTINUOUS THROUGH CONSTRUCTION JOINTS. PROVIDE BONDING COMPOUND BETWEEN ADJACENT POURS.
- PROPERLY CONSOLIDATE ALL CONCRETE DURING PLACEMENT. PROVIDE SPECIAL CONSOLIDATION EFFORTS TO WORK AROUND REINFORCING AND EMBEDDED ITEMS AND ALSO CORNERS OF FORMS FOLLOWING ACI RECOMMENDATIONS.
- CURING SHALL BE IN ACCORDANCE WITH ACI 301. DURING HOT OR COLD WEATHER, CURING SHALL BE IN ACCORDANCE WITH ACI 305 AND ACI 306. INTERIOR SLABS THAT RECEIVE FLOOR FINISHES SHALL BE CURED USING MOISTURE-COVER CURING ONLY. ALL OTHER CONCRETE MAY BE CURED BY WET CURING, MOISTURE COVER CURING, OR LIQUID MEMBRANE CURING.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR DESIGN AND CONSTRUCTION OF ALL FORMWORK. FORMWORK SHALL BE SUFFICIENT TO SUPPORT THE WET WEIGHT OF CONCRETE PLUS A CONSTRUCTION LIVE LOAD OF 50 PSF.

CONCRETE MIX DESIGN					
USAGE	CEMENT	f_c (PSI)	MAX. W/C	MAX AGG	AIR
FOOTINGS	III	4,000	0.45	3/4"	5%
WALLS/PILASTER	III	4,000	0.45	3/4"	5%
INTERIOR SLAB ON GRADE	III	4,000	N/A	3/4"	N/A

NOTES:
 1. ALL CONCRETE SHALL BE MADE WITH NORMAL WEIGHT STONE AGGREGATE CONFORMING TO ASTM C33.
 2. PORTLAND CEMENT SHALL CONFORM TO ASTM C150.
 3. FLY ASH SHALL CONFORM TO ASTM C618. CLASS F OR C. FLY ASH MAY BE SUBSTITUTED FOR CEMENT UP TO 20% BY WEIGHT OF THE TOTAL CEMENTITIOUS MATERIAL.
 4. AIR ENTRAINING AGENT SHALL CONFORM TO ASTM C260.
 5. WATER REDUCING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE A. HIGH RANGE WATER REDUCING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE F OR G.
 6. ACCELERATOR SHALL CONFORM TO ASTM C494, TYPE E.
 7. RETARDING ADMIXTURE SHALL CONFORM TO ASTM C494, TYPE D.

REINFORCING

- REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60, U.N.O.
- WELDING OF REINFORCING IS NOT ALLOWED UNLESS DETAILED IN THE DRAWINGS. WELDABLE REINFORCING SHALL CONFORM TO ASTM A706, GRADE 40 OR 60.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A1064
- ALL REINFORCING BAR BENDS SHALL BE MADE IN THE FABRICATORS SHOP UNLESS APPROVED BY THE ENGINEER.
- REINFORCING FOR STRUCTURAL CONCRETE SHALL BE AS FOLLOWS:
 - ALL REINFORCING STEEL AND ACCESSORIES SHALL BE DETAILED, FABRICATED, AND PLACED IN ACCORDANCE WITH ACI.
 - REBAR INSTALLER SHALL USE THE STRUCTURAL DRAWINGS AND APPROVED SHOP DRAWINGS FOR PLACEMENT OF REINFORCING.
 - REINFORCING COVER SHALL BE AS FOLLOWS:
 - CONCRETE PLACED AGAINST EARTH = 3"
 - CONCRETE PLACED IN FORMS BUT EXPOSED TO EARTH OR WEATHER
 - #5 BARS AND SMALLER = 1-1/2"
 - BARS LARGER THAN #5 = 2"
 - COLUMNS, GIRDERS, BEAMS, GRADE BEAMS = 1-1/2"
 - SLABS AND WALLS = 3/4"
 - PROVIDE CORNER BARS TO MATCH THE SIZE AND SPACING OF ALL HORIZONTAL REINFORCING IN WALLS AND BEAMS.
 - PROVIDE DEVELOPMENT LENGTH AND LAP SPLICES FOR REINFORCING PER THE SCHEDULE ON THIS SHEET.
 - WELDED WIRE FABRIC SHALL HAVE A MINIMUM LAP SPLICE OF ONE FULL MESH + 2" (8" MINIMUM). SPLICES SHALL BE WIRE TIED.
 - SPLICE OF TOP BARS SHALL BE AT MID-SPAN AND BOTTOM BARS SHALL BE AT SUPPORTS FOR ALL BEAMS AND FOR GRADE BEAMS AND FOUNDATION WALLS WITH ISOLATED (I.E. NON-CONTINUOUS) FOUNDATIONS.
 - PROVIDE (2)#5 BARS (ONE EACH FACE) ALL SIDES AROUND OPENINGS IN SLABS AND WALLS. EXTEND BARS A DEVELOPMENT LENGTH PAST FACE OF OPENING.

CONCRETE REBAR: CLASS B LAP SPLICE SCHEDULE (ACI 318)		
BAR SIZE	LAP SPLICE (IN.); f_c = 3000 PSI	LAP SPLICE (IN.); f_c = 4000 PSI
#3	22	19
#4	29	25
#5	36	31
#6	43	37
#7	63	54
#8	72	62
#9	81	70
#10	91	79
#11	101	87

STEEL

- STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE AISC MANUAL OF STEEL CONSTRUCTION AND CODE OF STANDARD PRACTICE.
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS, UNLESS NOTED OTHERWISE
 - PLATES AND BARS SHALL BE ASTM A36
 - SQUARE AND RECTANGULAR HSS SHALL BE ASTM A500, GRADE B (F_y = 46 KSI)
 - BOLTS SHALL BE ASTM A325, TYPE N
 - ANCHOR BOLTS SHALL BE ASTM F1554, GRADE 36
 - HEADED ANCHOR STUDS SHALL BE ASTM A108
- ALL WELDS SHALL BE MADE IN ACCORDANCE WITH AWS, D1.1. WELDERS SHALL HAVE EVIDENCE OF PASSING THE STANDARD QUALIFICATION TESTS.
- STRUCTURAL STEEL SHALL NOT BE FIELD MODIFIED WITHOUT ENGINEERS APPROVAL.
- THE STEEL SUPPLIER SHALL PROVIDE ALL MISCELLANEOUS STRUCTURAL STEEL ITEMS NECESSARY TO FULFILL THE INTENT SHOWN IN THE DRAWINGS.

SUBMITTALS

- THE CONTRACTOR SHALL SUBMIT THE FOLLOWING SUBMITTALS FOR STRUCTURAL ENGINEER'S REVIEW PRIOR TO FABRICATION OF SPECIFIC ELEMENTS:
 - CONCRETE MIX DESIGNS. MIX DESIGN SUBMITTAL SHALL INCLUDE THE FOLLOWING:
 - UNIQUE MIX IDENTIFICATION DESIGNATION FOR EACH MIX SUBMITTED.
 - STATEMENT OF INTENDED USE.
 - MIX PROPORTIONS INCLUDING ALL ADMIXTURES USED
 - MANUFACTURERS DATA FOR ALL ADMIXTURES USED
 - WET AND DRY UNIT WEIGHT
 - ENTRAINED AIR CONTENT
 - DESIGN SLUMP
 - REQUIRED AVERAGE STRENGTH
 - STRENGTH TEST DATA
 - CAST-IN PLACE CONCRETE REINFORCING SHOP DRAWINGS INDICATING BAR SIZE, SPACING, LOCATIONS.
 - CONCRETE LAYOUT PLAN
 - CONCRETE CONTROL JOINT PLAN
 - STRUCTURAL STEEL
- THE CONTRACTOR SHALL SUBMIT THE FOLLOWING DEFERRED SUBMITTALS TO THE BUILDING DEPARTMENT AFTER REVIEW BY THE ARCHITECT AND ENGINEERS OF RECORD. THE CONTRACTOR SHALL PROVIDE COMPLETE DRAWINGS AND CALCULATIONS FOR DEFERRED SUBMITTALS AND THESE DRAWINGS AND CALCULATIONS MUST BE PERFORMED BY OR UNDER THE DIRECT SUPERVISION OF A LICENSED ENGINEER IN THE PROJECT JURISDICTION AND SHALL BE SUBMITTED BEARING AN ENGINEERS SEAL AND SIGNATURE.
 - PRE-ENGINEERED METAL BUILDING DESIGN AND DRAWINGS
- SUBMITTALS SHALL BE PROVIDED IN A TIMELY FASHION AS TO ALLOW 10 WORKING DAY REVIEW TIME BY THE DESIGN TEAM.
- PRIOR TO SUBMITTAL TO THE DESIGN TEAM, THE GENERAL CONTRACTOR SHALL REVIEW ALL SUBMITTALS FROM THE SUBCONTRACTORS AND STAMP THEM ACCORDINGLY.
- REPRODUCTION OF THE CONTRACT DOCUMENTS FOR SHOP DRAWINGS IS NOT PERMITTED.

GENERAL

- THE ARCHITECT, STRUCTURAL ENGINEER AND OTHER DESIGN DISCIPLINES SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES WITHIN THE DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
- CONFLICTS WITHIN THE STRUCTURAL DRAWINGS SHALL BE REPORTED TO THE STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE SIZE, WEIGHT AND LOCATIONS OF ALL EQUIPMENT, PADS, AND PENETRATIONS FOR MECHANICAL, ELECTRICAL, AND PLUMBING WORK SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO PROCEEDING WITH THE WORK.
- THE STRUCTURAL DRAWINGS HAVE BEEN PREPARED USING AVAILABLE INFORMATION OF EXISTING CONDITIONS. DURING CONSTRUCTION, THE CONTRACTOR MAY ENCOUNTER EXISTING CONDITIONS WHICH WERE UNKNOWN DURING DESIGN. SUCH CONDITIONS MAY INTERFERE WITH NEW CONSTRUCTION OR REQUIRE PROTECTION AND/OR SUPPORT OF EXISTING WORK. THE CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO STARTING THE WORK AND SHALL NOTIFY THE ENGINEER OF ALL DISCOVERIES NOT SHOWN WITHIN THE STRUCTURAL DRAWINGS THAT MAY JEOPARDIZE THE EXISTING STRUCTURE OR INTERFERE WITH PROPER EXECUTION OF THE NEW CONSTRUCTION.
- REFER TO THE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN IN THE STRUCTURAL DRAWINGS. DO NOT SCALE THE STRUCTURAL DRAWINGS.
- THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL TEMPORARY BRACING AND/OR SUPPORT THAT MAY BE REQUIRED AS THE RESULT OF THE CONTRACTOR'S CONSTRUCTION MEANS, METHODS, AND SEQUENCING. THE DESIGN AND INSTALLATION OF ANY REQUIRED TEMPORARY BRACE SHALL BE BY THE CONTRACTOR.
- ANY CONTRACTOR INDUCED CONSTRUCTION LOADING, INCLUDING BUT NOT LIMITED TO STOCKPILING OF MATERIAL OR EQUIPMENT, SHALL NOT EXCEED THE DESIGN LOADS LISTED IN THE DRAWINGS.
- DO NOT PLACE BACKFILL AGAINST FOUNDATION WALLS UNTIL THE TOP AND BOTTOM OF WALLS ARE ADEQUATELY BRACED, EITHER BY PERMANENT STRUCTURAL FLOORS OR TEMPORARY BRACING PROVIDED BY THE CONTRACTOR.
- ELECTRICAL CONDUIT CAST IN CONCRETE SLABS SHALL BE 1" (MAXIMUM) DIAMETER. CONDUIT RUNS CAN BE GROUPED WITH A MAXIMUM OF 3 PER GROUP AND ADJACENT GROUPS SHALL BE SPACED 12" O.C. MINIMUM. CONDUIT SHALL BE PLACED AT MID-DEPTH OF SLAB. NO MORE THAN TWO LAYERS OF CONDUIT CAN CROSS AT ANY LOCATION. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER OF ELEVATED CONCRETE SLAB POURS AT LEAST 5 BUSINESS DAYS IN ADVANCE OF POUR.

TESTING

- ALL TESTING SHALL BE DONE BY AN APPROVED TESTING LABORATORY SELECTED AND PAID FOR BY THE OWNER.
- CAST IN PLACE CONCRETE TESTING SHALL BE AS FOLLOWS:
 - TEST CYLINDERS SHALL BE OBTAINED IN ACCORDANCE WITH ASTM C172.
 - MAKING, CURING, AND HANDLING OF TEST CYLINDERS SHALL BE IN ACCORDANCE WITH ASTM C31.
 - TESTING OF CYLINDERS SHALL BE IN ACCORDANCE WITH ASTM C39. TEST THE CYLINDERS AS FOLLOWS:
 - ONE CYLINDER 3 DAYS (POST-TENSIONED SLAB ONLY)
 - ONE CYLINDER AT 7 DAYS
 - TWO CYLINDERS AT 28 DAYS
 - ONE CYLINDER AT 56 DAYS, IF NECESSARY.
 - INDEPENDENT TESTING AGENCY SHALL TAKE AT LEAST ONE SET OF FOUR CYLINDERS FOR EACH 100 CUBIC YARDS OF CONCRETE OF EACH CLASS OF CONCRETE. TAKE FIVE CYLINDERS FOR POST-TENSIONED CONCRETE SLABS
 - SAMPLES FOR EACH SET OF TEST CYLINDERS SHALL BE TESTED FOR AIR CONTENT, TEMPERATURE, AND SLUMP. SLUMP AND AIR CONTENT MUST MEET PROJECT SPECIFICATIONS OR SHALL BE REJECTED PRIOR TO PLACEMENT.
 - SAMPLES SHALL BE COLLECTED AT POINT OF PLACEMENT.
 - TEST REPORTS SHALL BE SUBMITTED TO THE GENERAL CONTRACTOR AND EVSTUDIO AS SOON AS POSSIBLE, WITHIN FIVE DAYS OF LABORATORY TESTING

PRECONSTRUCTION MEETINGS

- THE GENERAL CONTRACTOR SHALL CONDUCT THE FOLLOWING PRECONSTRUCTION MEETINGS:
 - CAST-IN-PLACE CONCRETE CONSTRUCTION
- REQUIRED ATTENDEES FOR ALL PRECONSTRUCTION MEETINGS INCLUDE THE FOLLOWING:
 - GENERAL CONTRACTOR
 - SUBCONTRACTOR PERFORMING THE WORK
 - STRUCTURAL ENGINEER
 - INDEPENDENT TESTING AGENCY
- OPTIONAL ATTENDEES FOR ALL PRECONSTRUCTION MEETINGS INCLUDE THE FOLLOWING:
 - OWNER AND/OR OWNERS REPRESENTATIVE
 - ARCHITECT



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Contact
EV Contact Name
EV Contact Email
EV Contact Phone

Element - Ouray
PROJECT ADDRESS
21257

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STRUCTURAL
GENERAL NOTES
S000

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STATEMENT OF
SPECIAL
INSPECTIONS
2018

S002

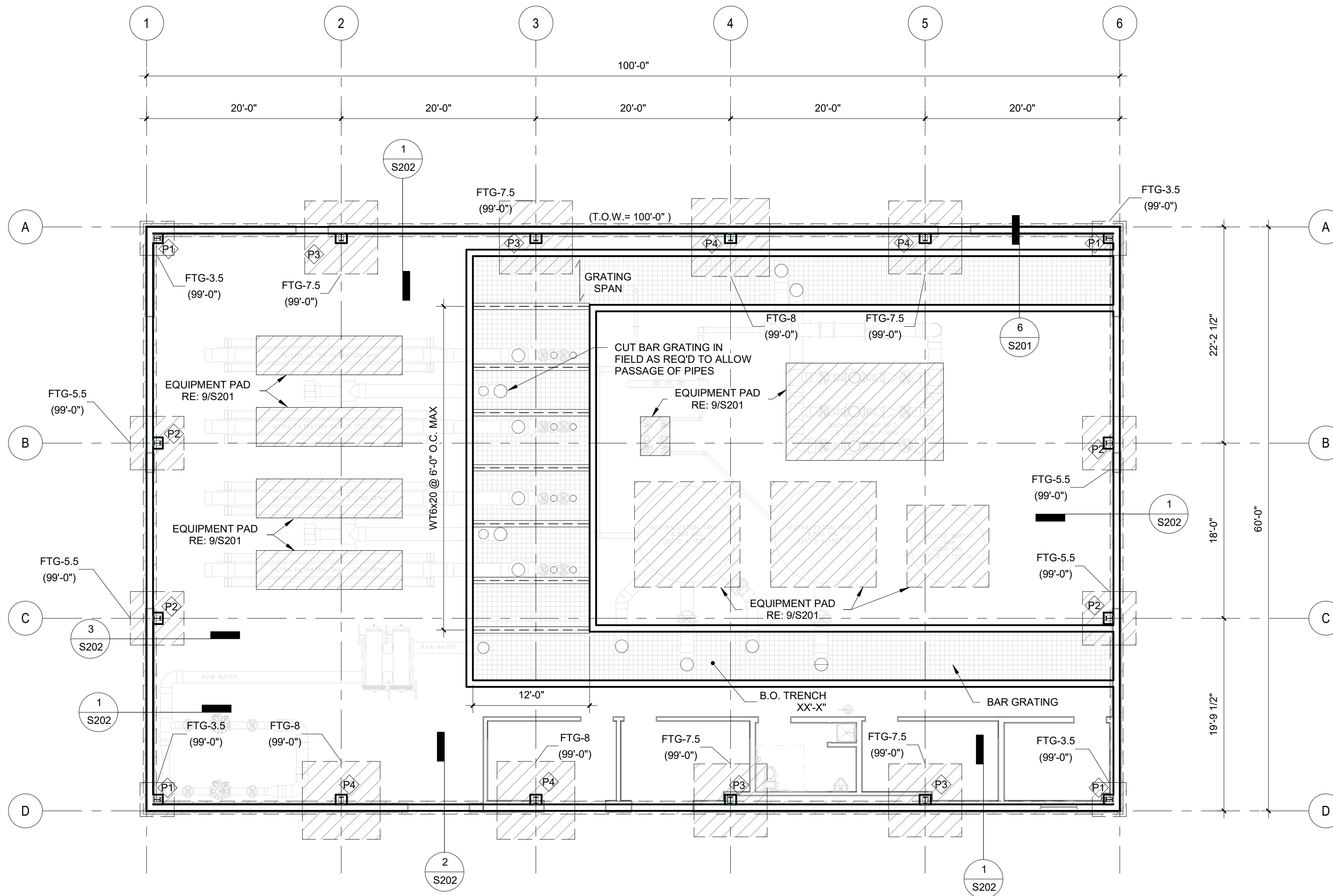
TABLE 1705.3 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION				
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCED STANDARD (a)	IBC REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	-	X	ACI 318 CH. 20, 25.2, 25.3, 26.6.1-26.6.3	1908.4
2. REINFORCING BAR WELDING:				
A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706;	-	X	AWS D1.4 ACI318: 26.6.4	-
B. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16"; AND	-	X		
C. INSPECT ALL OTHER WELDS.	X	-		
3. INSPECT ANCHORS CAST IN CONCRETE.	-	X	ACI 318: 17.8.2	-
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. (b)				
A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS.	X	-	ACI 318: 17.8.2.4 ACI 318: 17.8.2	-
B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	-	X		
5. VERIFY USE OF REQUIRED DESIGN MIX.	-	X	ACI 318: CH. 19, 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF CONCRETE.	X	-	ASTM C172 ASTM C31 ACI 318: 26.5, 26.12	1908.1
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	X	-	ACI 318: 26.5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	-	X	ACI 318: 26.5.3-26.5.5	1908.9
9. INSPECT PRESTRESSED CONCRETE FOR:				
A. APPLICATION OF PRESTRESSING FORCES; AND	X	-	ACI 318: 26.10	-
B. GROUTING OF BONDED PRESTRESSING TENDONS.	X	-		
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS.	-	X	ACI 318: CH. 26.9	-
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	-	X	ACI 318: 26.11.2	-
12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF CONCRETE MEMBER BEING FORMED.	-	X	ACI 318: 26.11.2 (b)	-

- a) WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE.
b) SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES. WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF THE WORK.

TABLE 1705.6 REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS		
TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	-	X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	-	X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	-	X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X	-
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	-	X

INDIVIDUAL FOOTING SCHEDULE				
TYPE	THICKNESS	WIDTH	LENGTH	REINFORCING
FTG-3	1'-0"	3'-0"	3'-0"	#5 @ 12" O.C. EA WAY (BOT)
FTG-3.5	1'-0"	3'-6"	3'-6"	#5 @ 12" O.C. EA WAY (BOT)
FTG-4	1'-0"	4'-0"	4'-0"	#5 @ 12" O.C. EA WAY (BOT)
FTG-4.5	1'-0"	4'-6"	4'-6"	#5 @ 12" O.C. EA WAY (BOT)
FTG-5	1'-0"	5'-0"	5'-0"	#5 @ 12" O.C. EA WAY (BOT)
FTG-5.5	1'-0"	5'-6"	5'-6"	#5 @ 12" O.C. EA WAY (BOT)
FTG-6	1'-0"	6'-0"	6'-0"	#5 @ 12" O.C. EA WAY (BOT)
FTG-6.5	1'-0"	6'-6"	6'-6"	#5 @ 12" O.C. EA WAY (BOT)
FTG-7	1'-0"	7'-0"	7'-0"	#5 @ 12" O.C. EA WAY (BOT)
FTG-7.5	1'-0"	7'-6"	7'-6"	#5 @ 12" O.C. EA WAY (BOT)
FTG-8	1'-0"	8'-0"	8'-0"	#5 @ 12" O.C. EA WAY (BOT)

FOUNDATION DESIGN BASED ON PRELIMINARY GEOTECH REPORT AND PARTIALLY COMPLETED BORINGS. FINAL FOUNDATION DESIGN TO BE COMPLETE UPON RECEIPT OF FINAL GEOTECH REPORT. POTENTIAL ADDITIONAL COSTS FOR EXCAVATION AND/OR BACKFILL MAY NEED TO BE ACCOUNTED FOR, RE: PRELIMINARY GEOTECH REPORT FOR ADD'L INFORMATION.



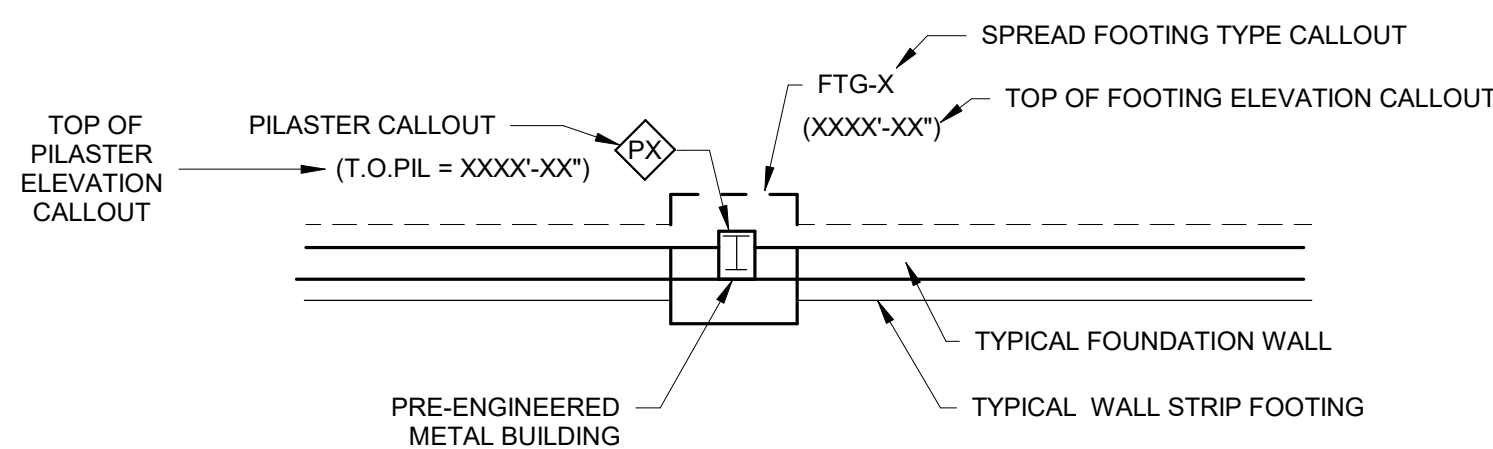
1 FOUNDATION PLAN
1/8" = 1'-0"

FOUNDATION PLAN NOTES

- 100'-0" = USGS XXXX.XX.
- TOS PER PLAN.
- INTERIOR SLABS ON GRADE SHALL BE 4" THICK NORMAL WEIGHT CONCRETE REINFORCED WITH 4x4-W4.0xW4.0 WELDED WIRE FABRIC OR #3'S @ 12" O.C. AT MID-DEPTH & PLACED ON 4" THICK GRANULAR LAYER. INTERIOR SLABS ON GRADE SHALL BE PLACED OVER A VAPOR BARRIER IF REQUIRED BY ARCHITECTURE OR GEOTECHNICAL ENGINEER.
- ALL TOP OF WALLS ARE AT ELEVATION = XXXX'-X" U.N.O. ON PLAN. TOP OF WALL TO MATCH TOP OF INTERIOR SLAB ELEVATION U.N.O. ON PLAN.
- ALL STRIP FOOTINGS ARE 1'-4" WIDE X 1'-0" DEEP U.N.O. IN DETAILS.
- ALL TOP OF FOOTINGS ARE AT ELEVATION = XXXX'-X" U.N.O. ON PLAN. NOTE BOTTOM OF FOOTING ARE TO BE A MINIMUM OF 2'-6" BELOW ADJACENT GRADE. ALL TOPS OF FOOTINGS ARE INDICATED BASED ON ASSUMED GRADING. G.C. TO VERIFY ALL FOOTING ELEVATIONS WITH FINAL GRADING AND NOTIFY S.E.O.R. OF ANY DISCREPANCIES.
- RE: S203 FOR PILASTER SCHEDULE. RE: PLAN FOR PILASTER TAG. ALL TOP OF PILASTER ELEVATIONS TO MATCH TOP OF INTERIOR SLAB ELEVATIONS U.N.O. ON PLAN. TOP OF PILASTER ELEVATIONS INDICATED AS (T.O.PIL=XXXX'-X") ON PLAN. (G.C. TO COORDINATE ALL TOP OF PILASTER ELEVATIONS WITH BASE PLATE ELEVATIONS PER PRE-ENGINEERED BUILDING MANUFACTURER)
- RE: PLAN FOR FOOTING SCHEDULE.
- RE: 3/S201 FOR TYPICAL SLAB ON GRADE JOINT DETAIL.
- RE: 4/S201 FOR ADDN'L SLAB REINFORCING REQUIRED AT COLUMN BLOCKOUTS AND PILASTER REENTRANT CORNERS.
- SEE 2/S201 FOR CONCRETE WALL JOINT DETAILS AND 1/S201 FOR TYPICAL CONCRETE WALL INTERSECTIONS.
- FOR PENETRATIONS THROUGH FOUNDATION WALLS RE: 5/S201. NOTIFY S.E.O.R. WHEN LOCATING PENETRATIONS.
- PROVIDE FINISH AT TOP OF PILASTERS TO MATCH EXPOSED SLAB FINISH PER ARCHITECTURAL DRAWINGS.
- GRATING IN THE BUILDING SHALL BE 1 1/2" DEEP GALVANIZED STEEL GRATING WITH A NON-SLIP SURFACE.

PRE-ENGINEERED METAL BUILDING NOTES

- SEE PRE-ENGINEERED METAL BUILDING DRAWINGS FOR ALL COLUMNS, BASEPLATES, ANCHOR BOLTS, GIRTS AND DESIGN LOADS. THE DESIGN OF THESE ELEMENTS IS THE RESPONSIBILITY OF THE PRE-ENGINEERED METAL BUILDING MANUFACTURER.
- FOUNDATIONS HAVE BEEN DESIGNED BASED ON LOADS PROVIDED BY THE PRE-ENGINEERED METAL BUILDING MANUFACTURER.
- ALL FIELD FRAME OPENINGS REQUIRE 1/2" DIA X 15" LONG ANCHOR BOLTS (12" MIN EMBED). G.C. TO COORDINATE QUANTITY AND LOCATION WITH PEMB AND ARCH.



Element - Ouray
PROJECT ADDRESS
21257

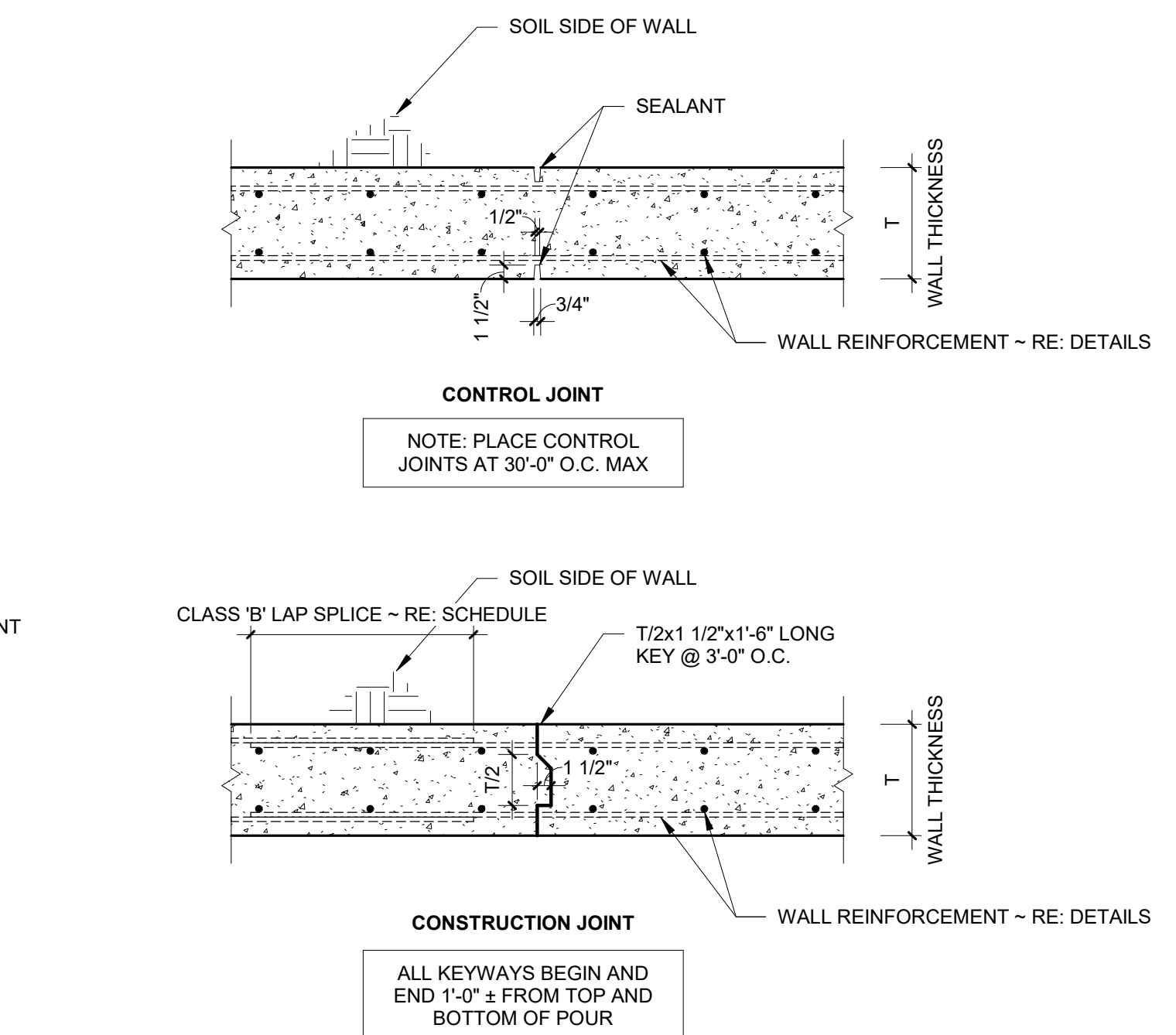
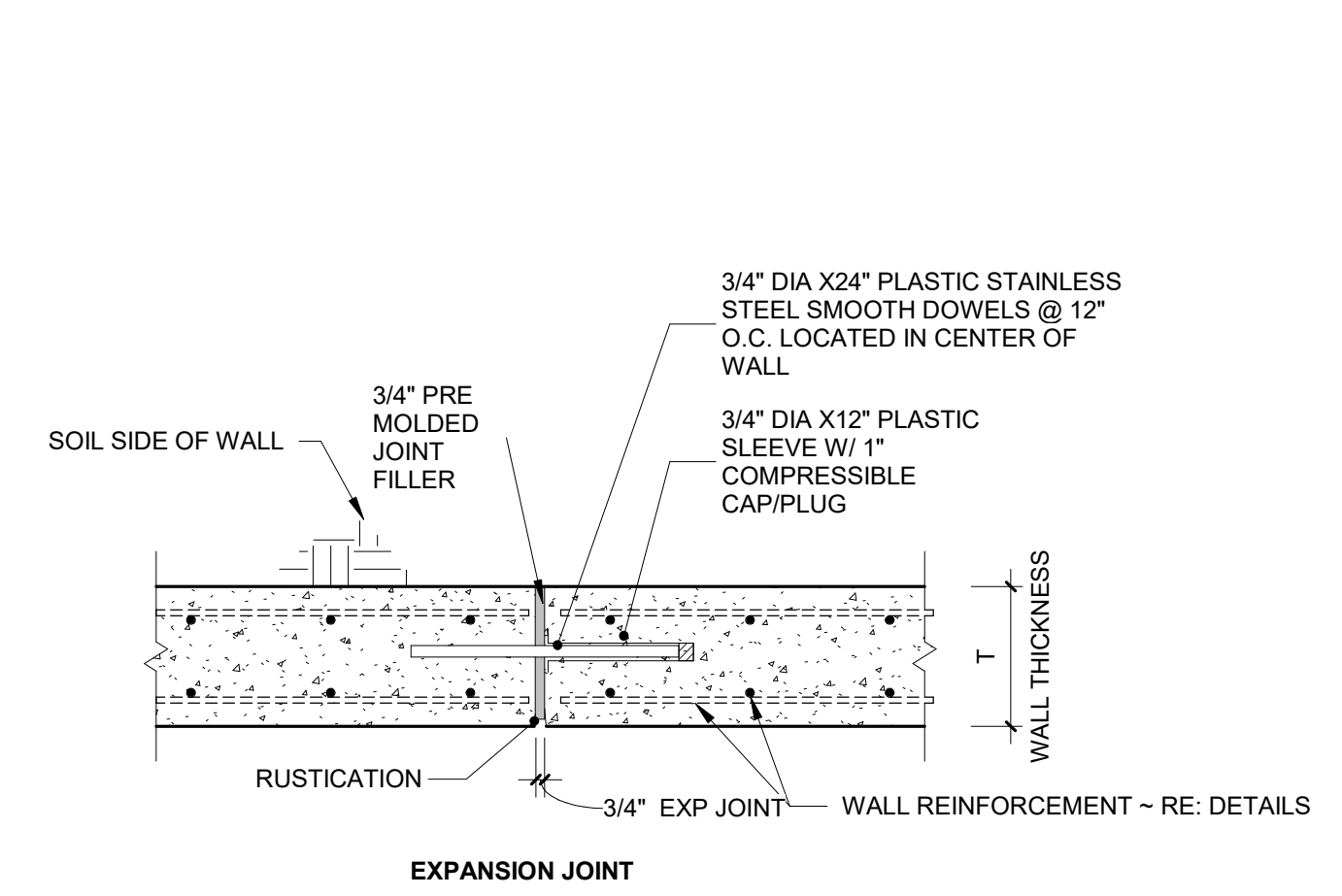
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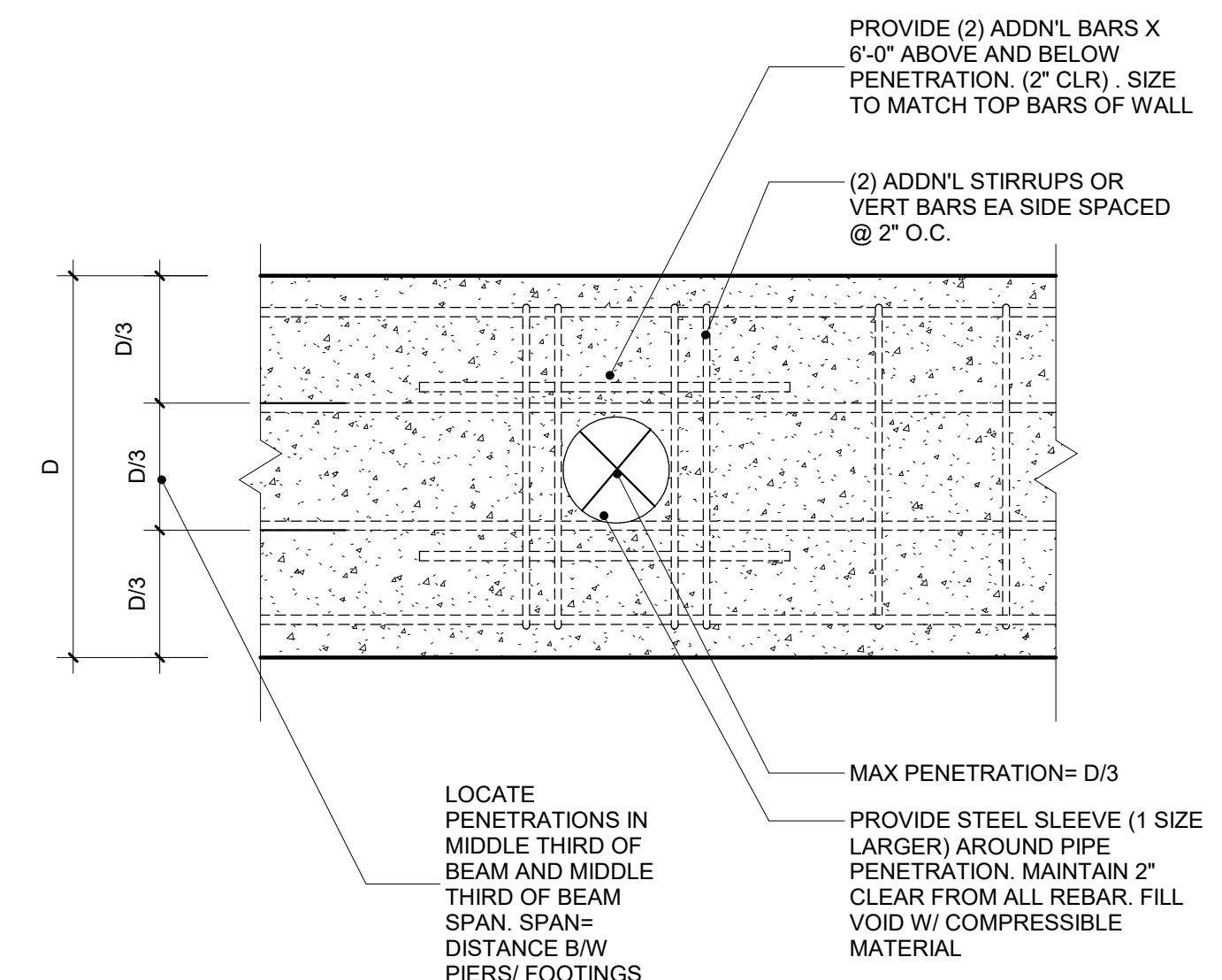
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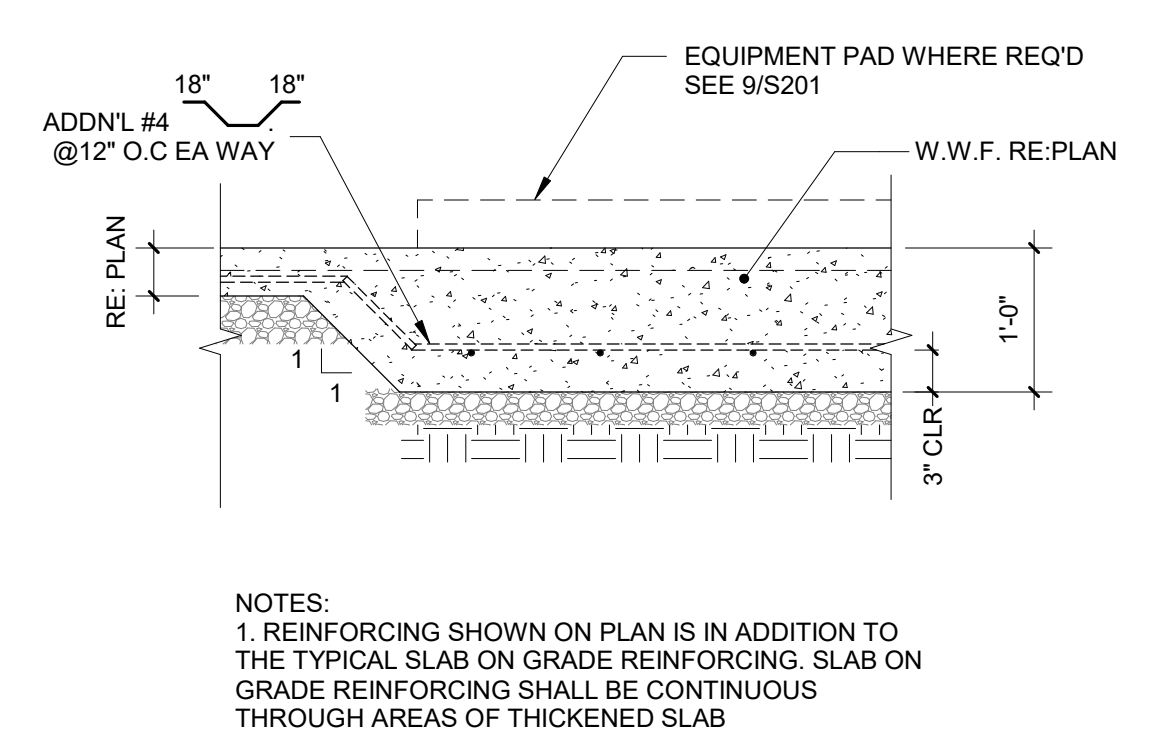
FOUNDATION PLAN
S100



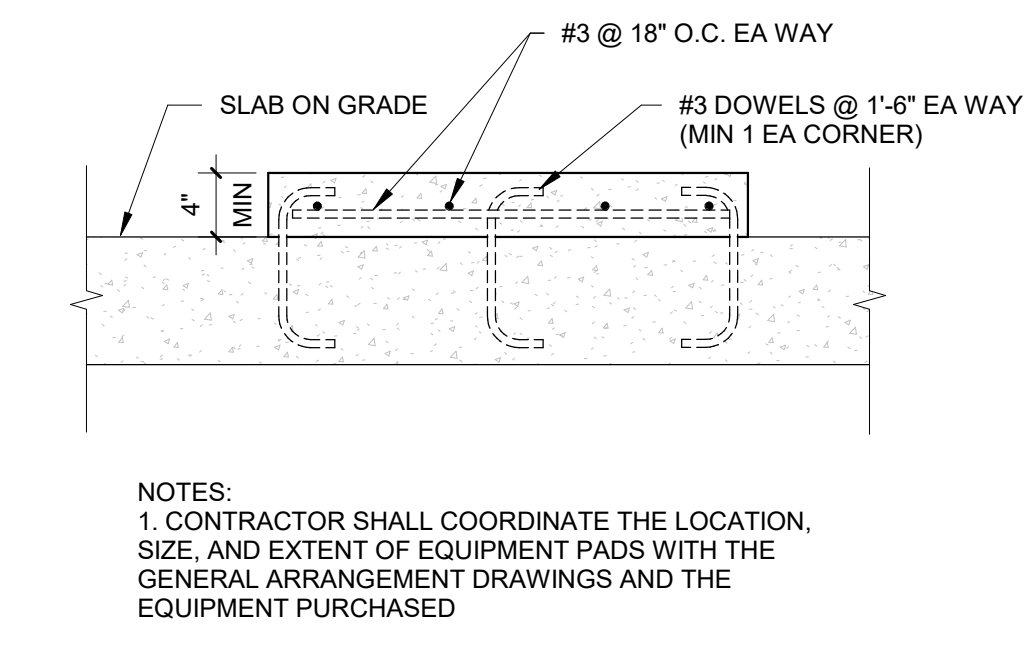
2 TYPICAL CONCRETE WALL JOINT DETAIL
3/4" = 1'-0"



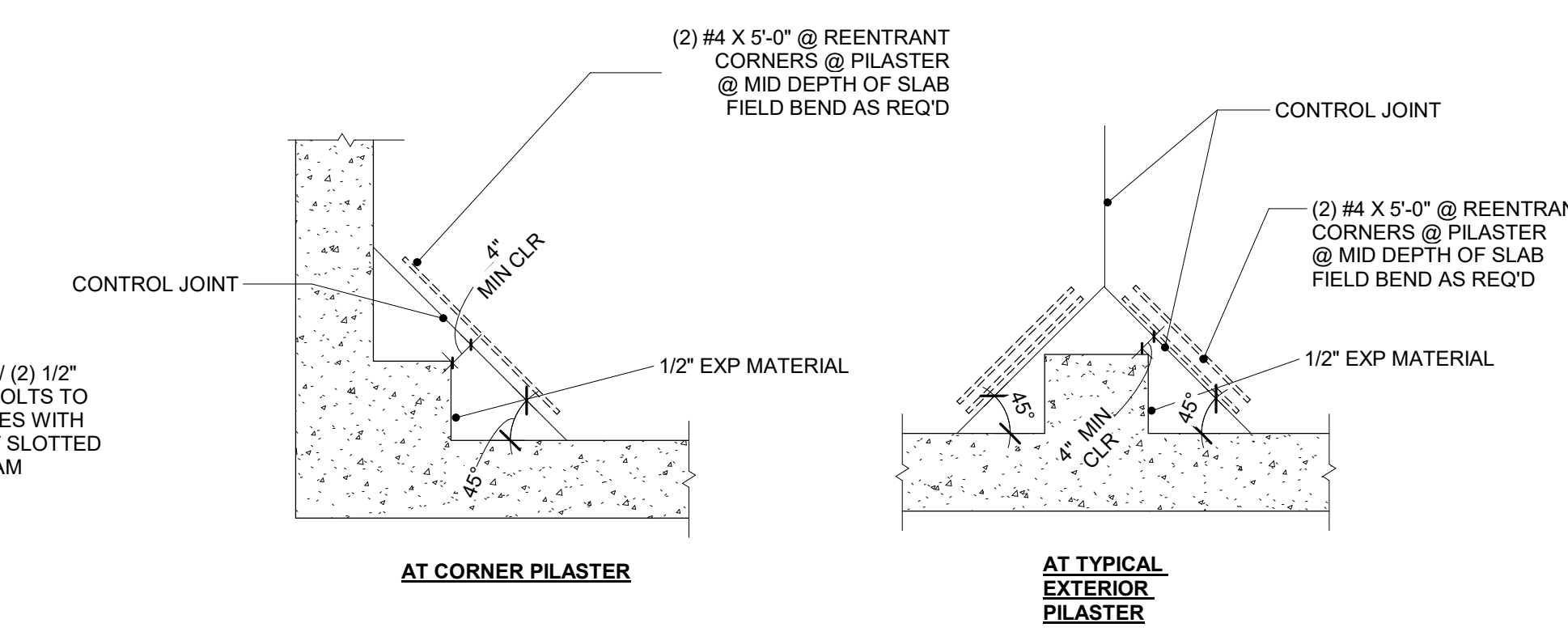
9 WALL PENETRATION
3/4" = 1'-0"



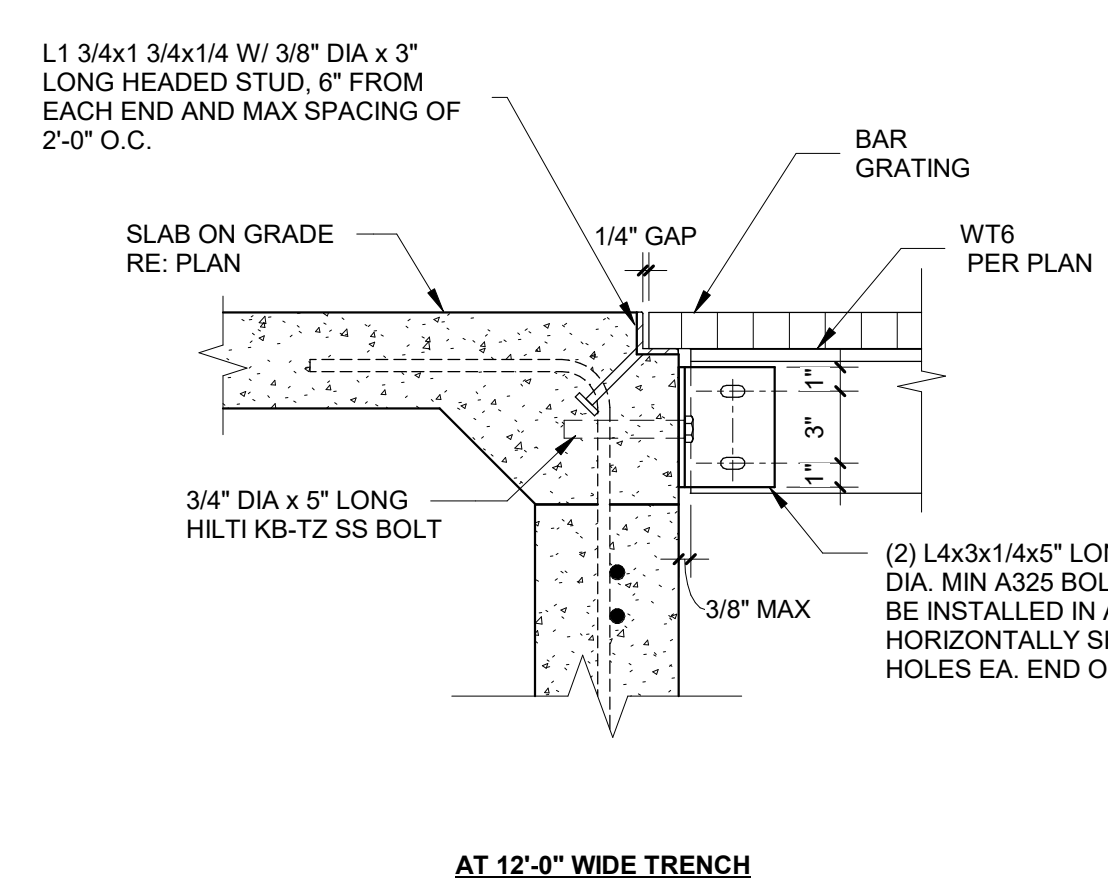
8 THICKENED SLAB AT EQUIPMENT PAD
3/4" = 1'-0"



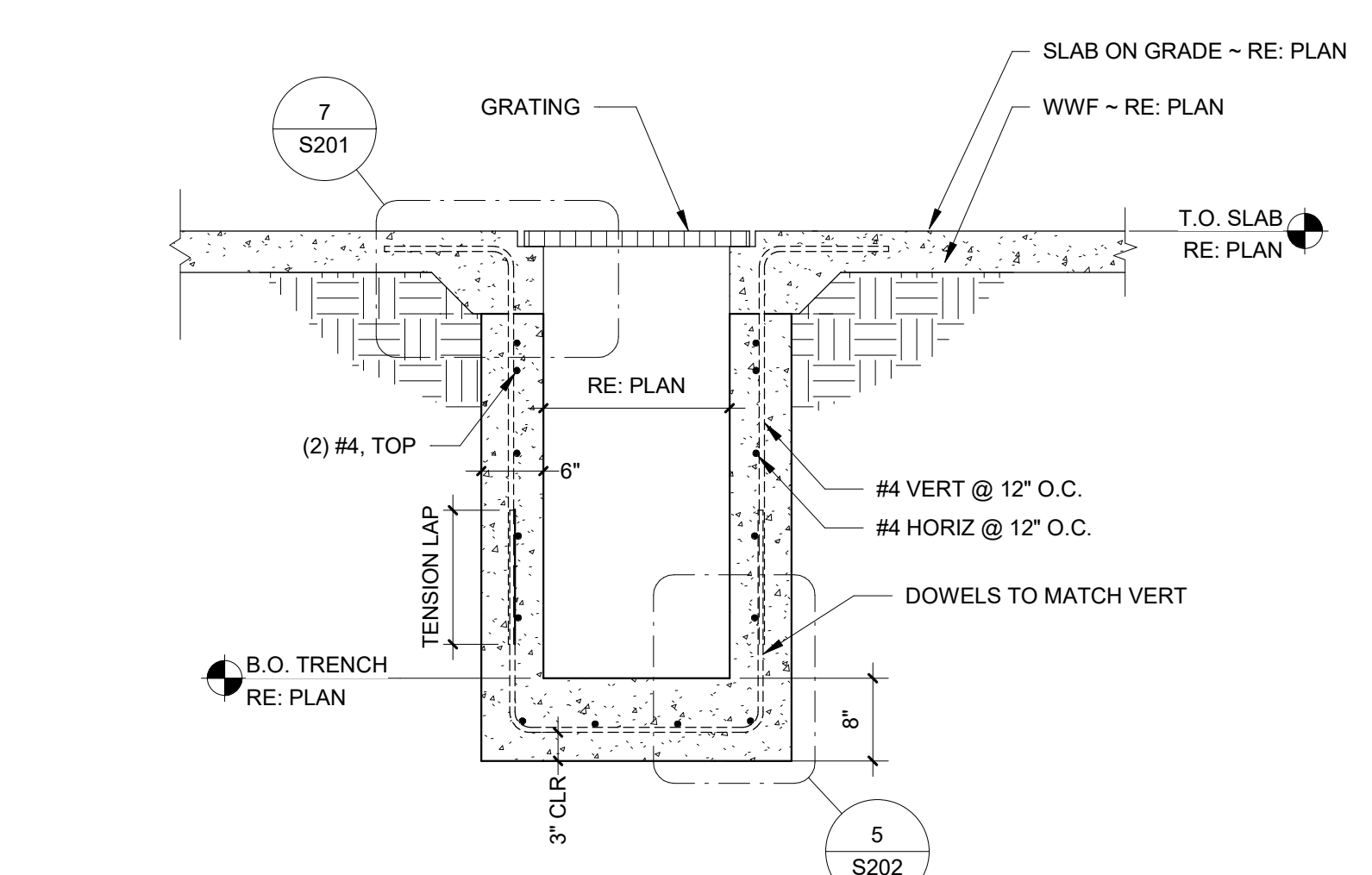
9 EQUIPMENT PAD
1" = 1'-0"



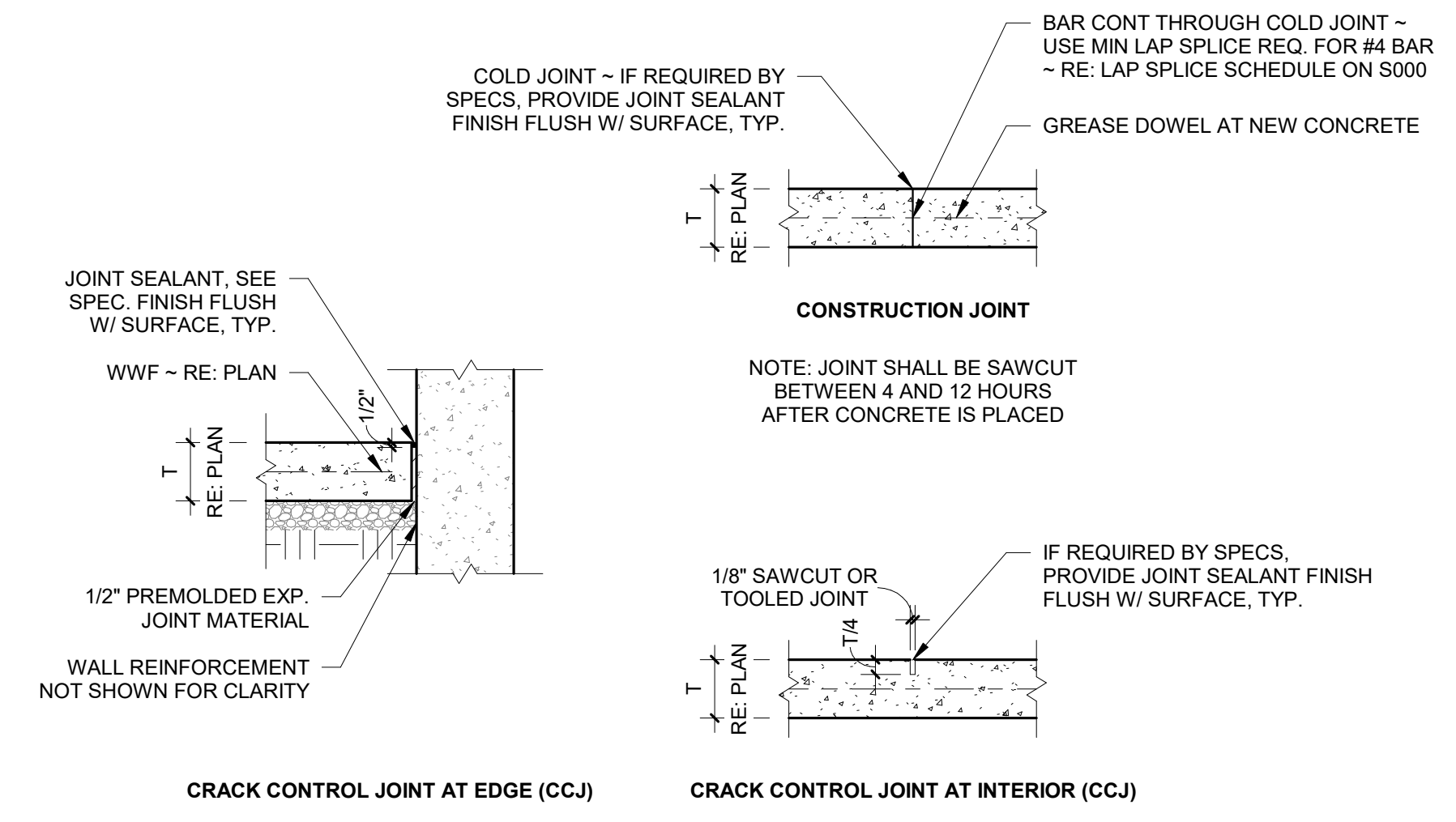
4 S.O.G. JOINT AT COL/PILASTER
1/2" = 1'-0"



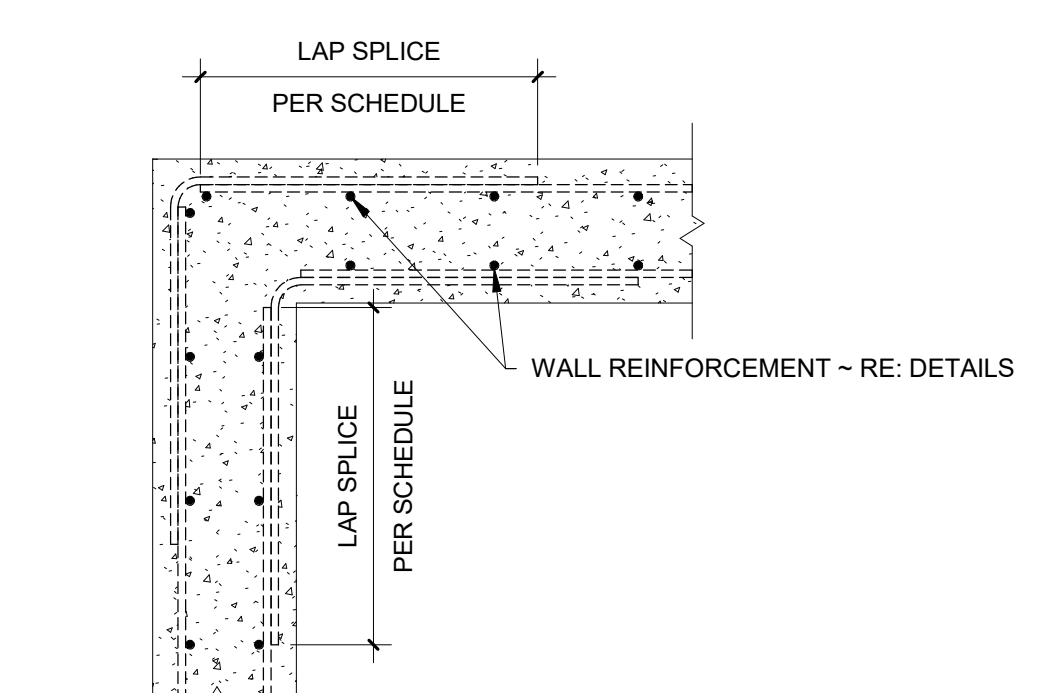
7 GRATING OVER TRENCH
1 1/2" = 1'-0"



6 TYPICAL TRENCH DETAIL
3/4" = 1'-0"



3 TYPICAL SOG JOINT DETAIL
3/4" = 1'-0"



1 TYPICAL CONCRETE WALL INTERSECTIONS
3/4" = 1'-0"

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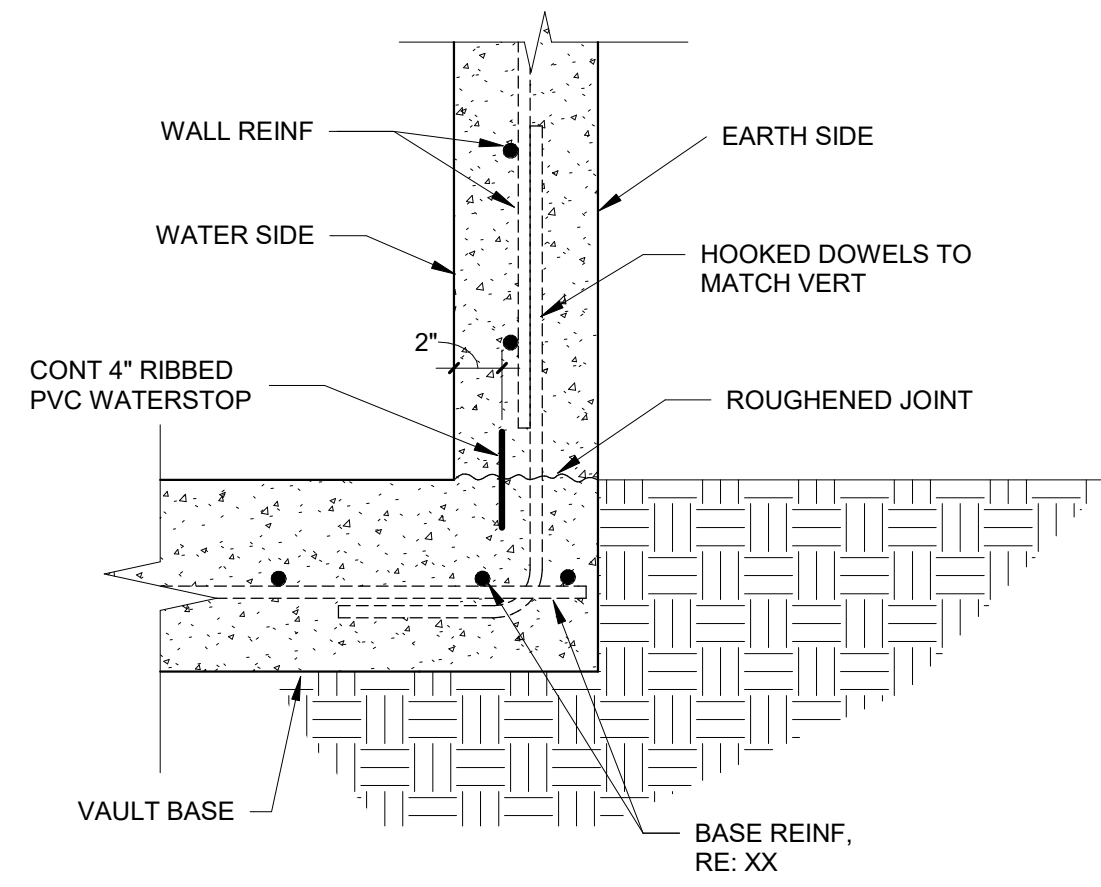
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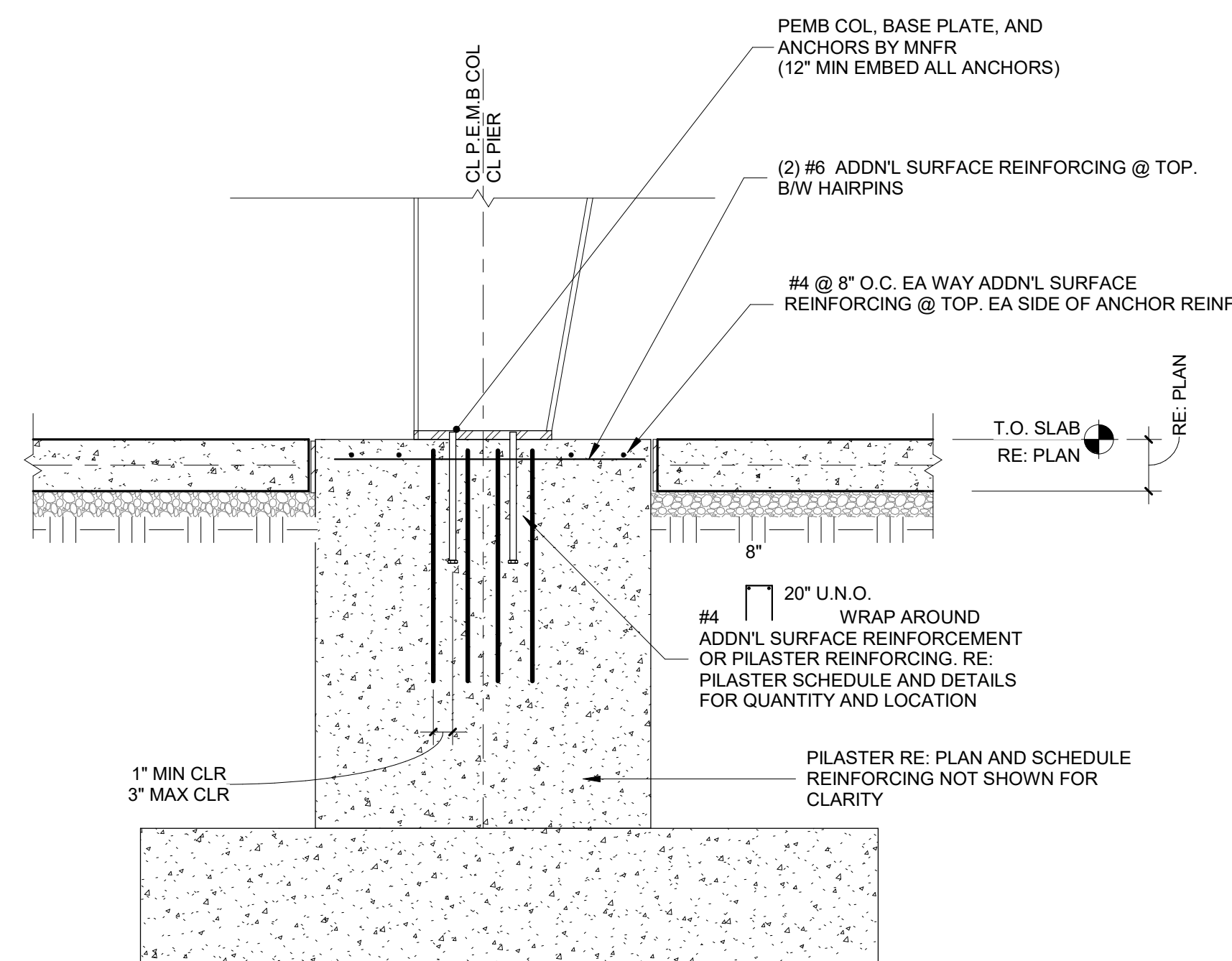
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FOUNDATION
DETAILS

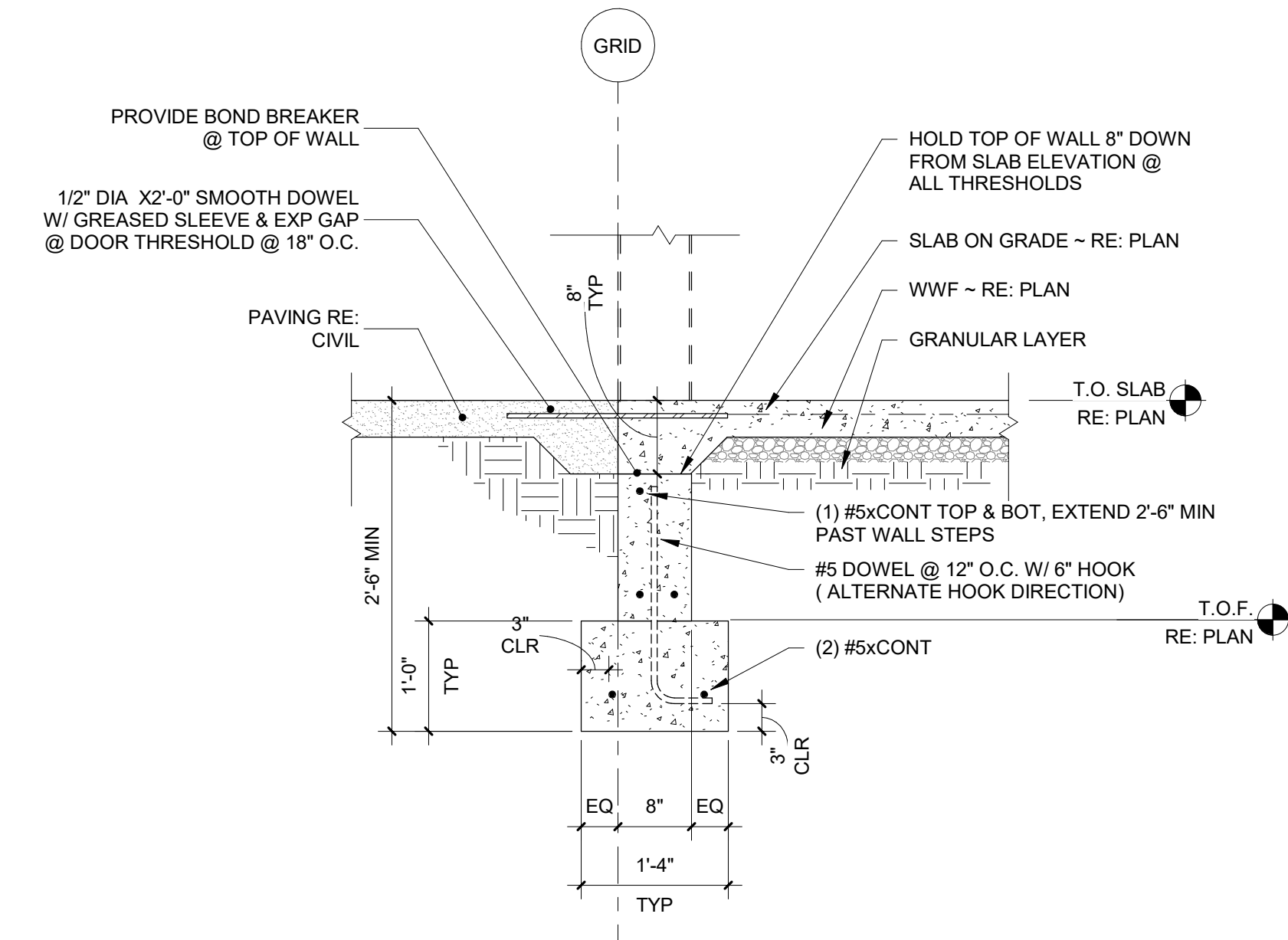
S202



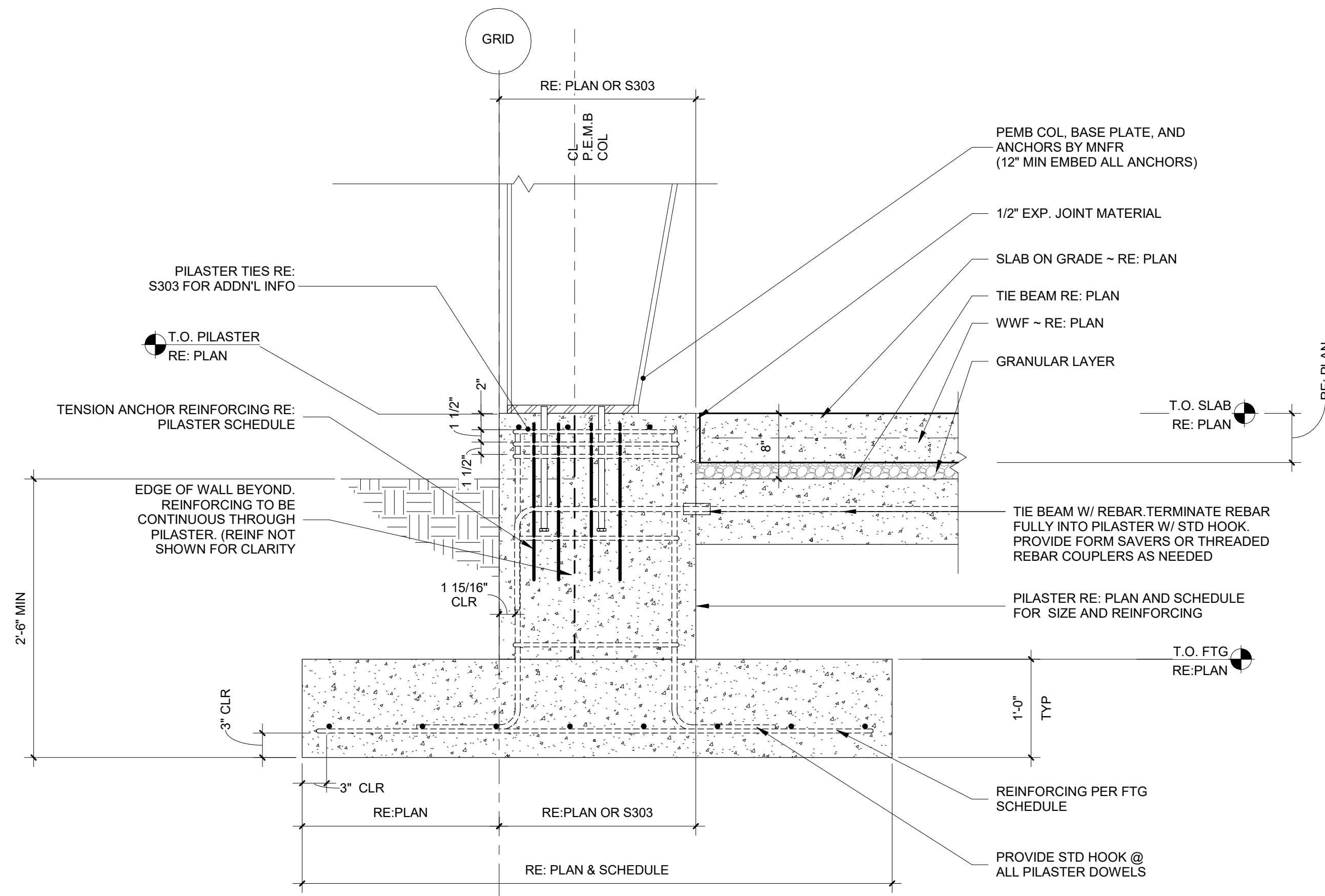
5 TRENCH WATERSTOP
1 1/2" = 1'-0"



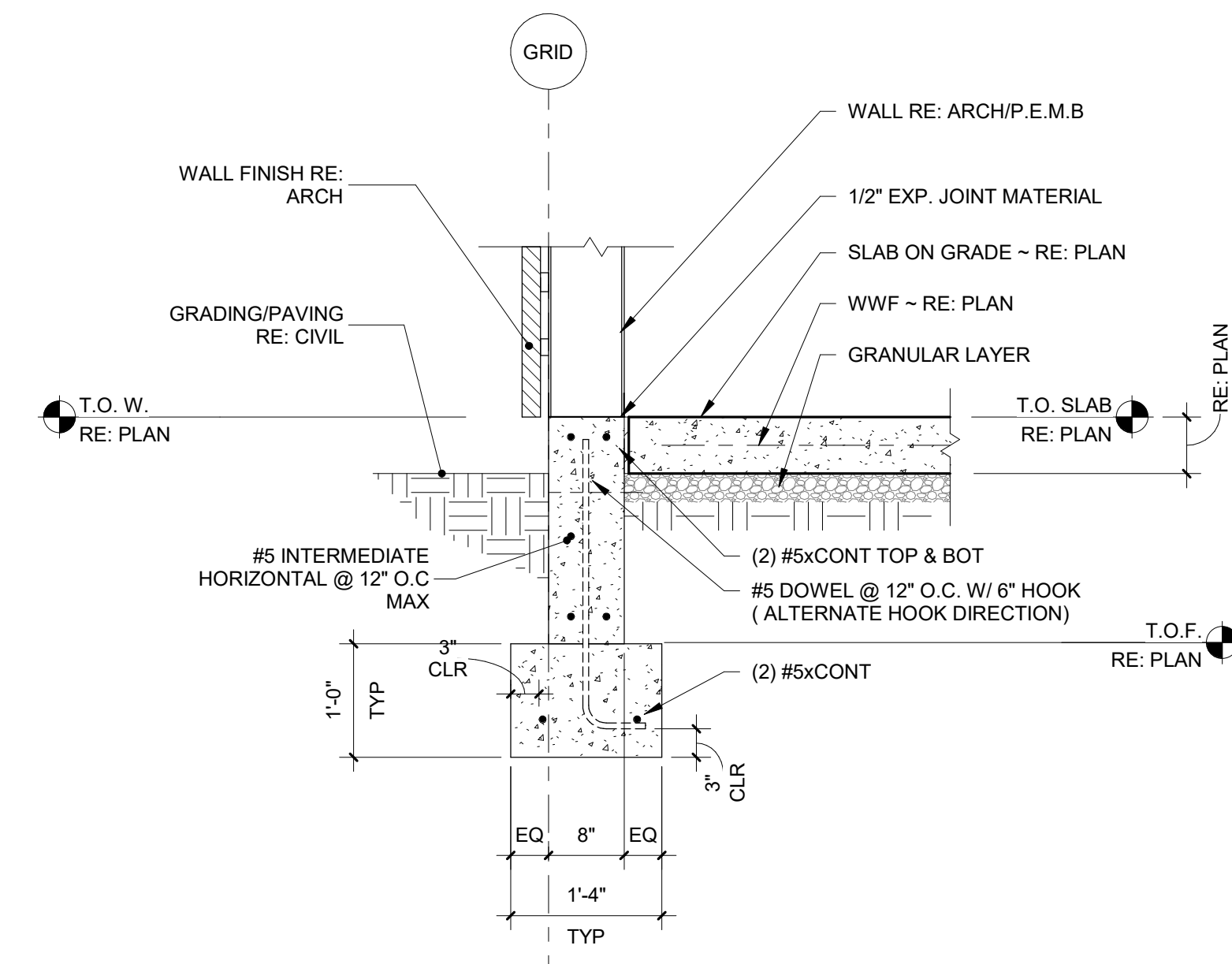
4 TENSION REINFORCEMENT
3/4" = 1'-0"



2 TYP FDN WALL @ ENTRY THRESHOLD
3/4" = 1'-0"



3 TYP INTERIOR PILASTER
1" = 1'-0"

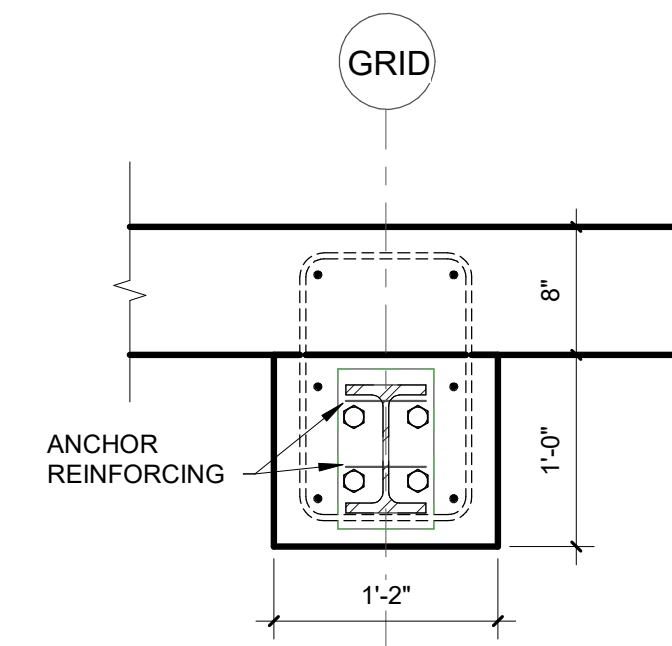


1 TYP FDN WALL @ P.E.M.B.
3/4" = 1'-0"

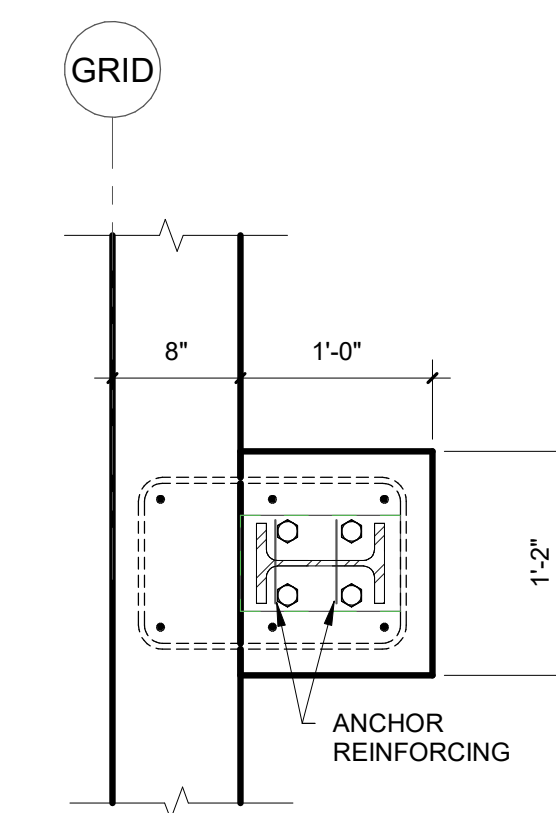
PILASTER SCHEDULE				
TYPE/DETAIL #	VERT REINF	TIES	ANCHOR REINFORCING	
1	(8) #6 VERT	SEE NOTE 2	(2) #4	20"
2	(6) #6 VERT	SEE NOTE 2	(2) #4	20"
3	(6) #6 VERT	SEE NOTE 2	(2) #4	20"
4	(6) #6 VERT	SEE NOTE 2	(2) #4	20"

NOTES:
1.) G.C. TO VERIFY LOCATION OF ALL PEMB COLUMNS WITH MANUFACTURER. COORDINATE W/ PILASTER DIMENSIONS AND NOTIFY EVSTUDIO OF ANY DISCREPANCIES
2.) ALL PILASTER REINFORCING TIES TO BE #3 TIES SPACED AT 12" O.C. U.N.O. FIRST (3) TIES TO BE SPACED AT 1-1/2" O.C.. RE: DETAILS FOR ORIENTATION
3.) RE: 4/S202 FOR TYPICAL ANCHOR REINFORCING DETAIL. NOTED ON PILASTER AS ANCHOR REINFORCING
4.) RE: S202 FOR ALL APPLICABLE DETAILS AT PILASTERS. RE: PLAN FOR CALLOUTS
5.) TIES, VERTICAL BARS, ANCHOR REINFORCING MAY BE FIELD ADJUSTED TO PROVIDE 1" CLR AROUND ANCHOR BOLTS. ANCHOR REINFORCING LEGS NEED TO BE WITHIN 3" OF ANCHOR BOLTS

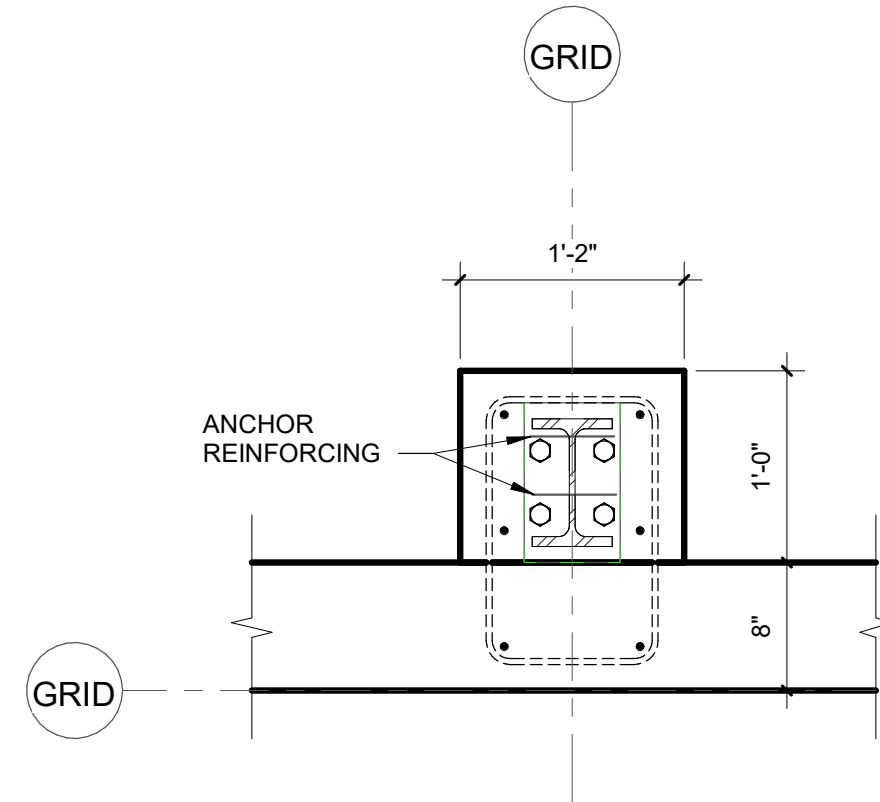
ANCHOR BOLT NOTES:
1.) SIZE, LOCATION, & ANCHOR PROJECTION TO BE DETERMINED BY PRE ENGINEER METAL BUILDING MANUFACTURER
2.) ALL ANCHOR BOLTS TO BE F1554 GR 36 W/ 12" MIN EMBED



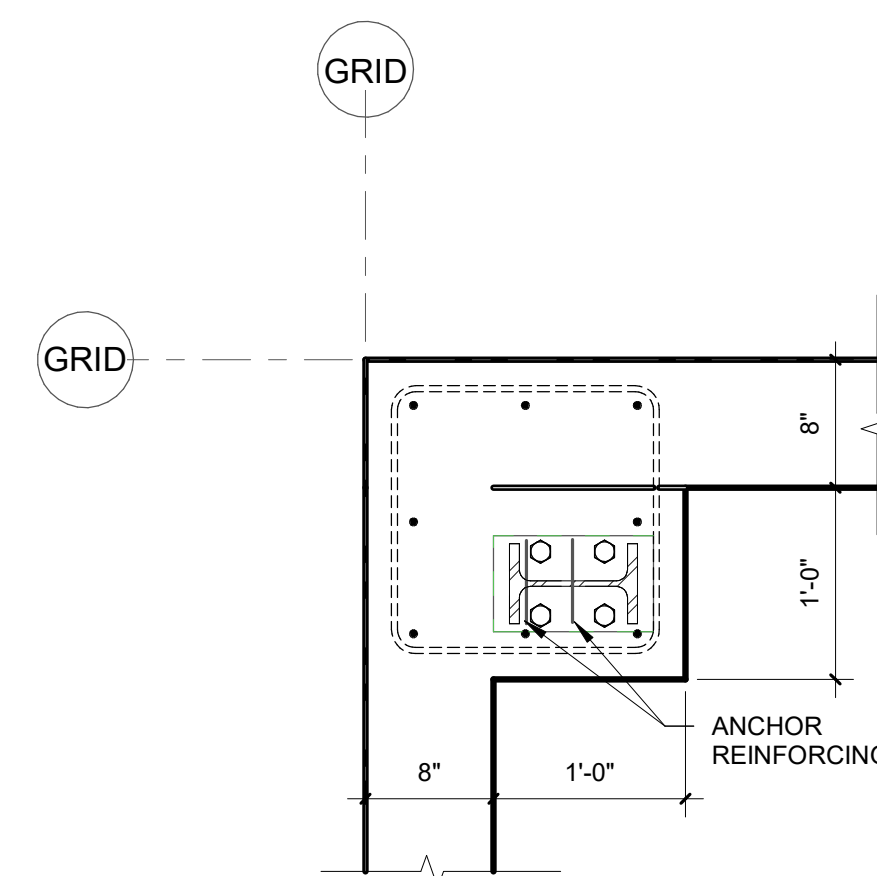
3 P3
1" = 1'-0"



2 P2
1" = 1'-0"



4 P4
1" = 1'-0"



1 P1
1" = 1'-0"

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**WATER TREATMENT
PLANT**

CITY OF OURAY
320 6TH AVE
OURAY, CO 81427

21257

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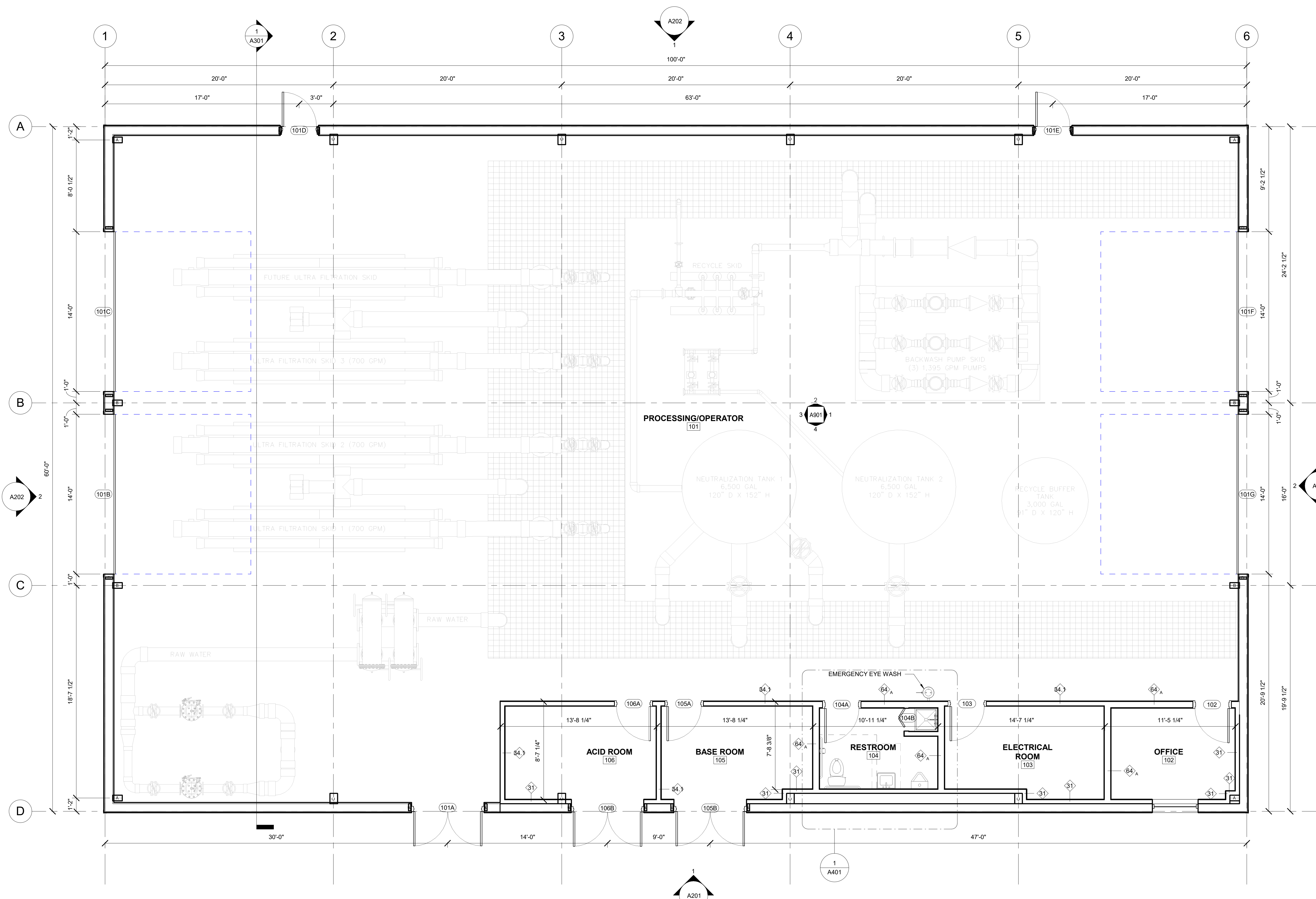
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FLOOR PLAN
A101



1 FLOOR PLAN
1/4" = 1'-0"

**WATER TREATMENT
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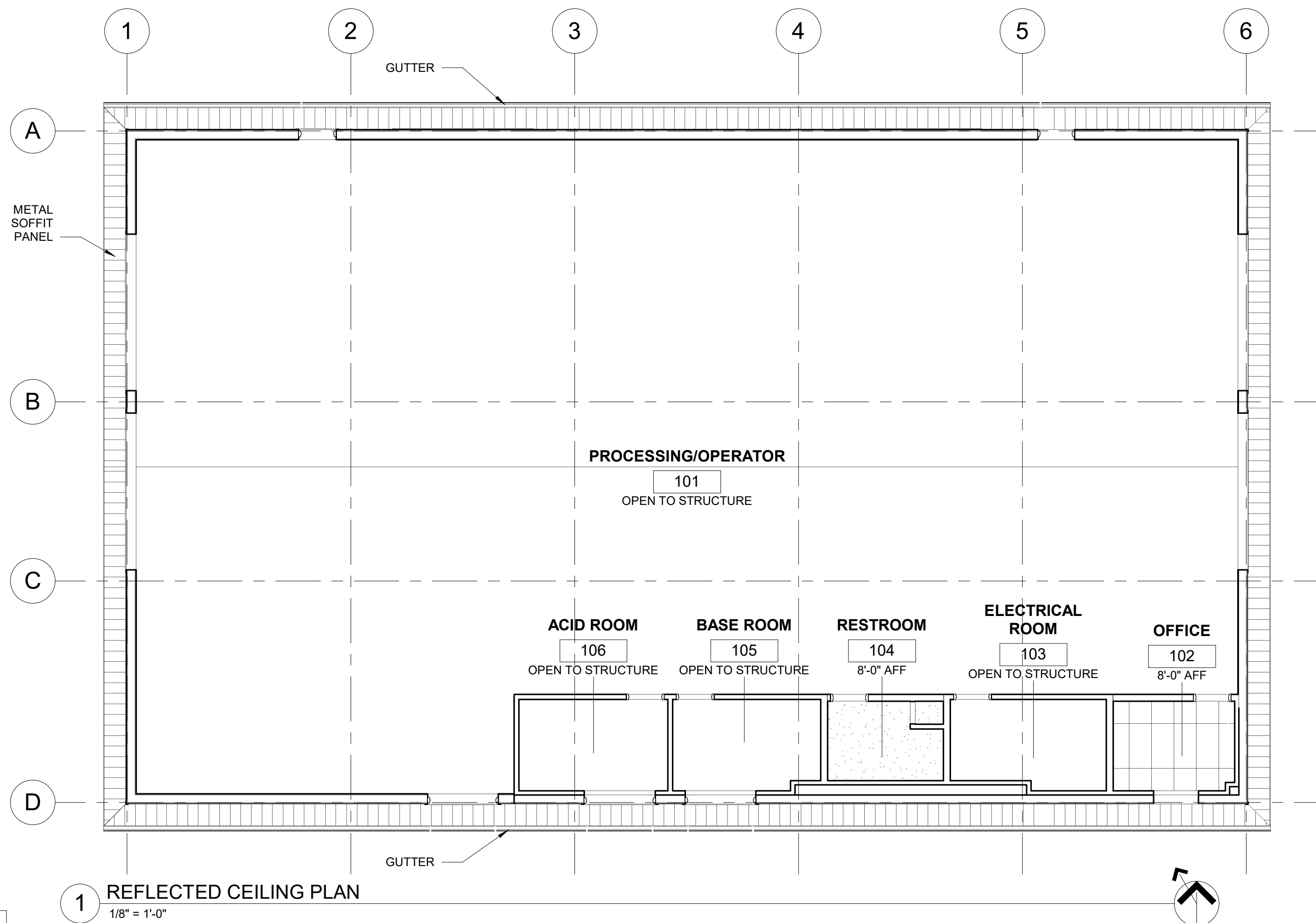
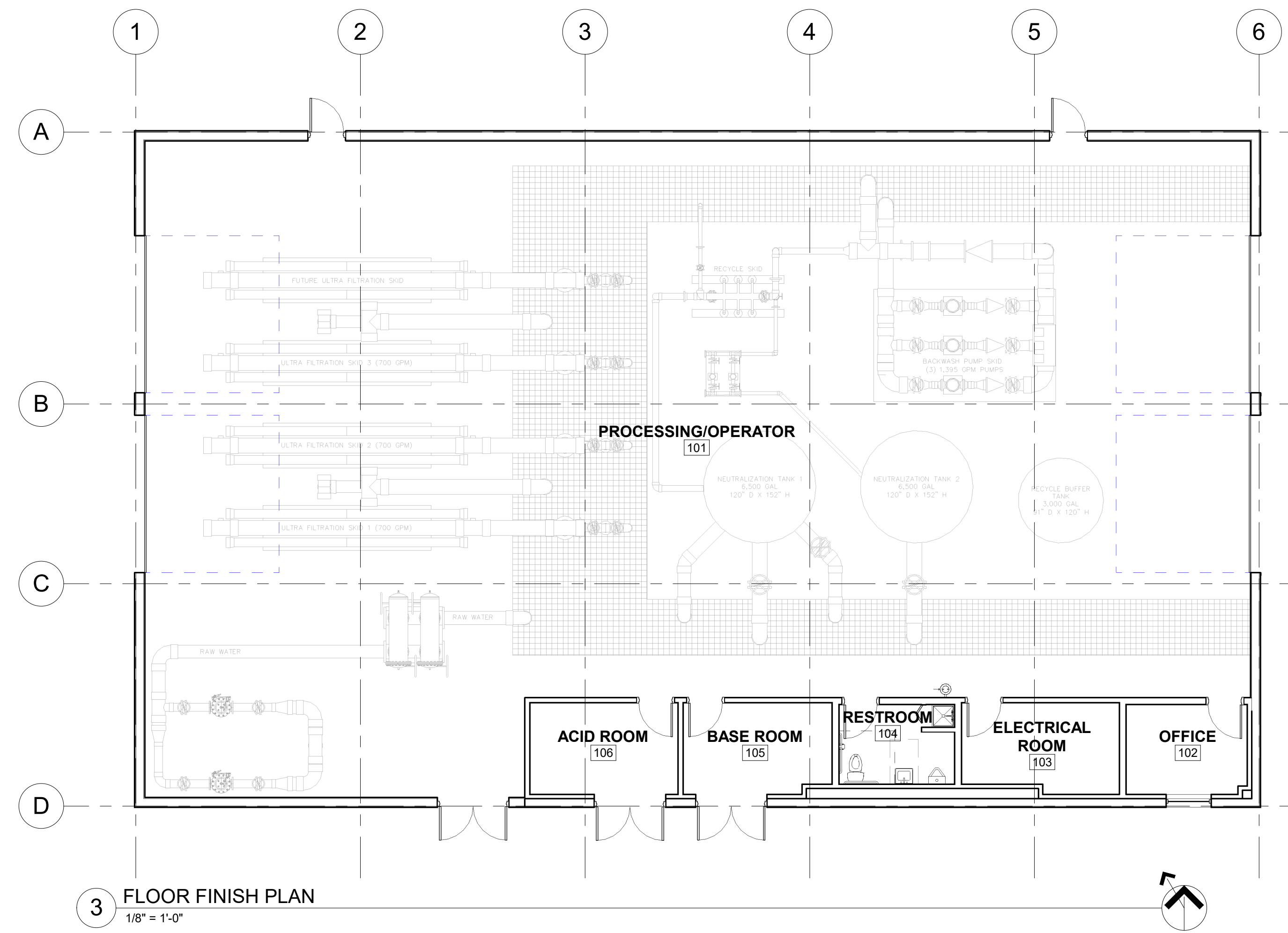
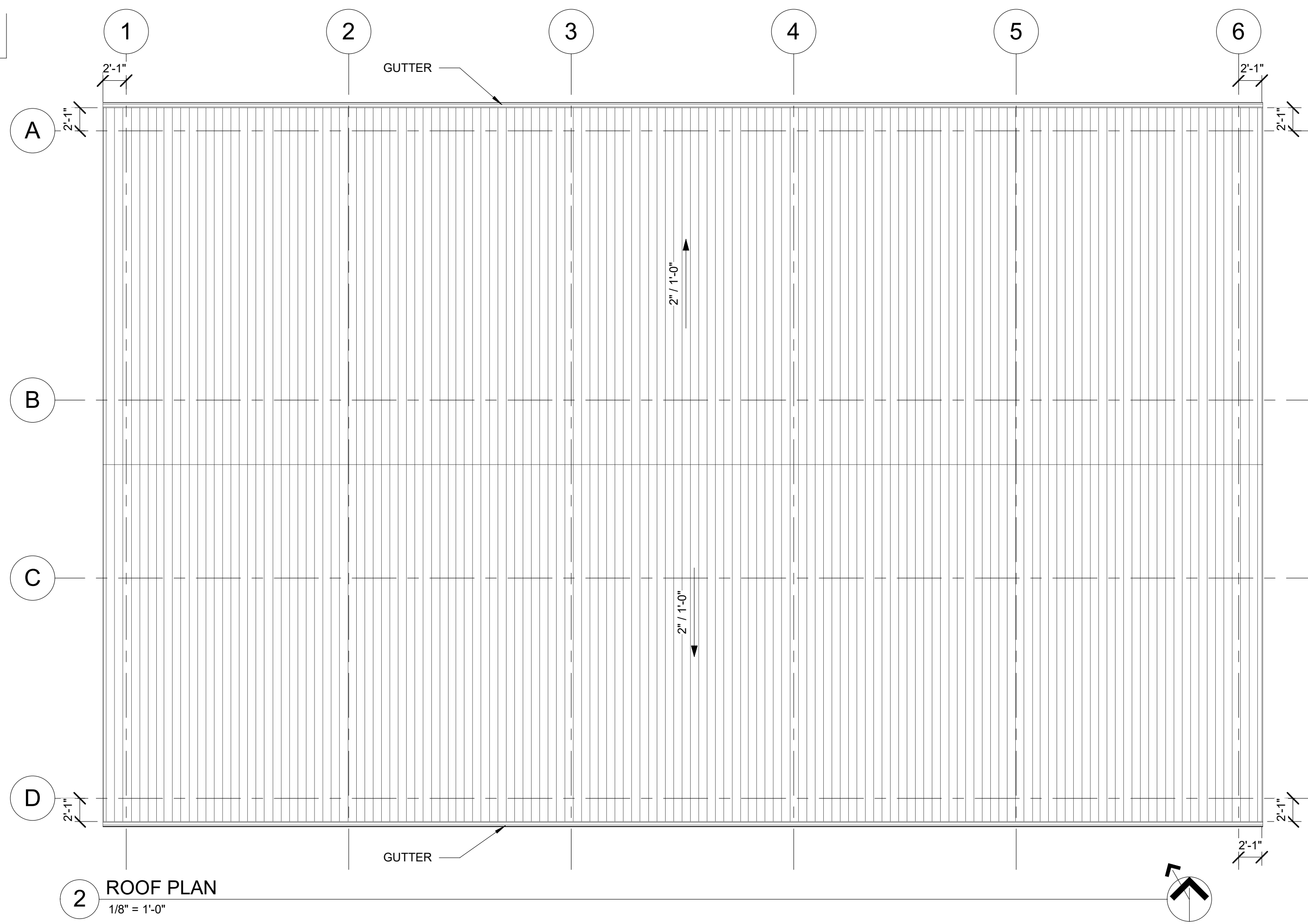
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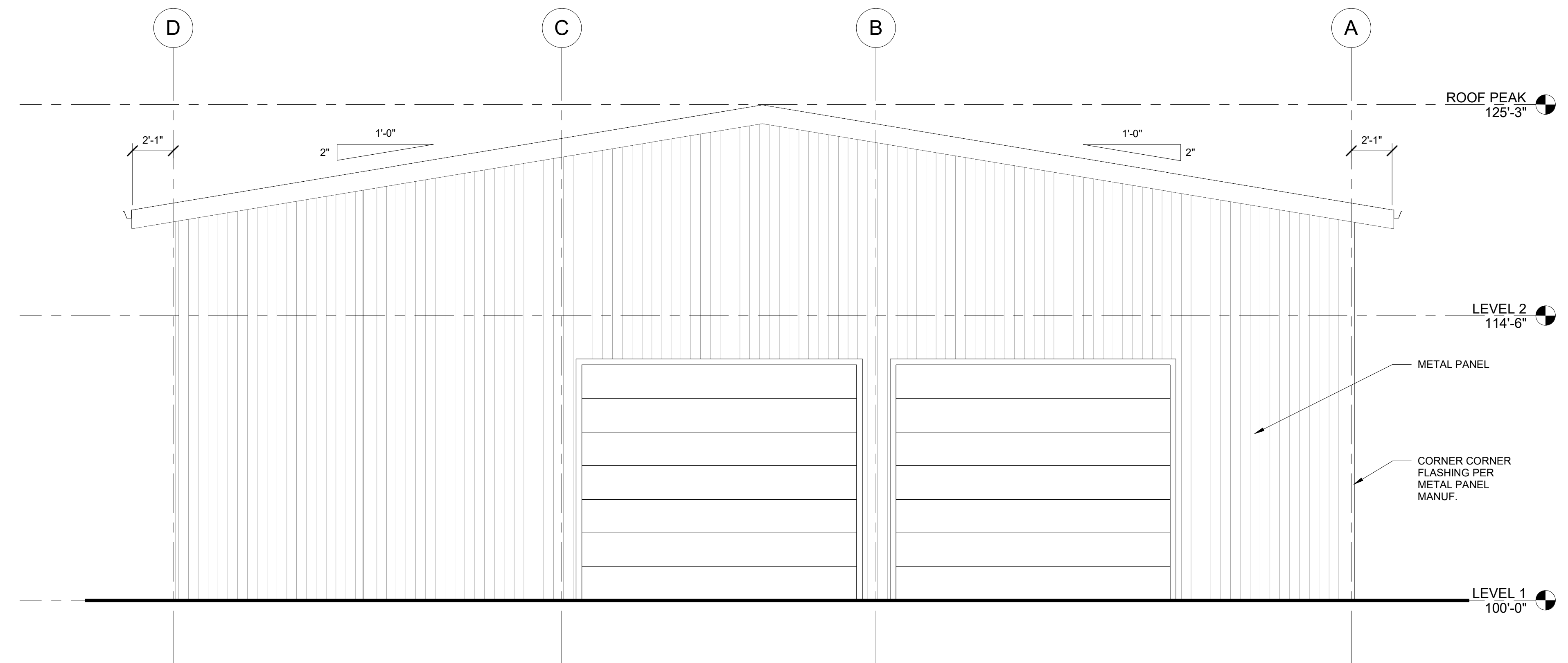
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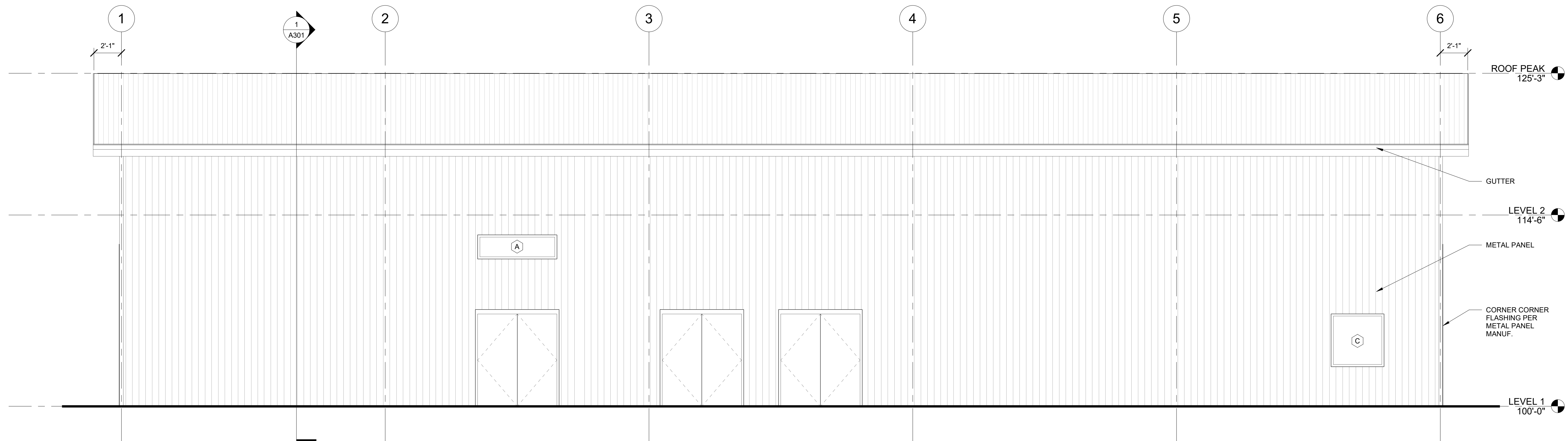
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DETAIL PLANS
A102





2 EAST ELEVATION
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"

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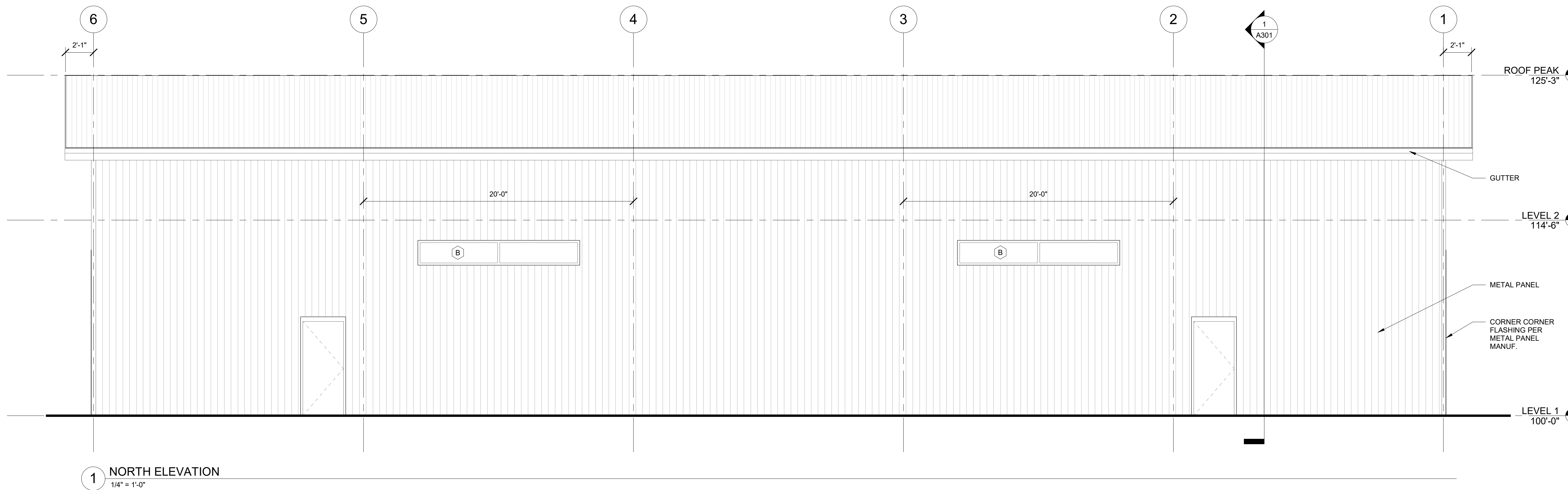
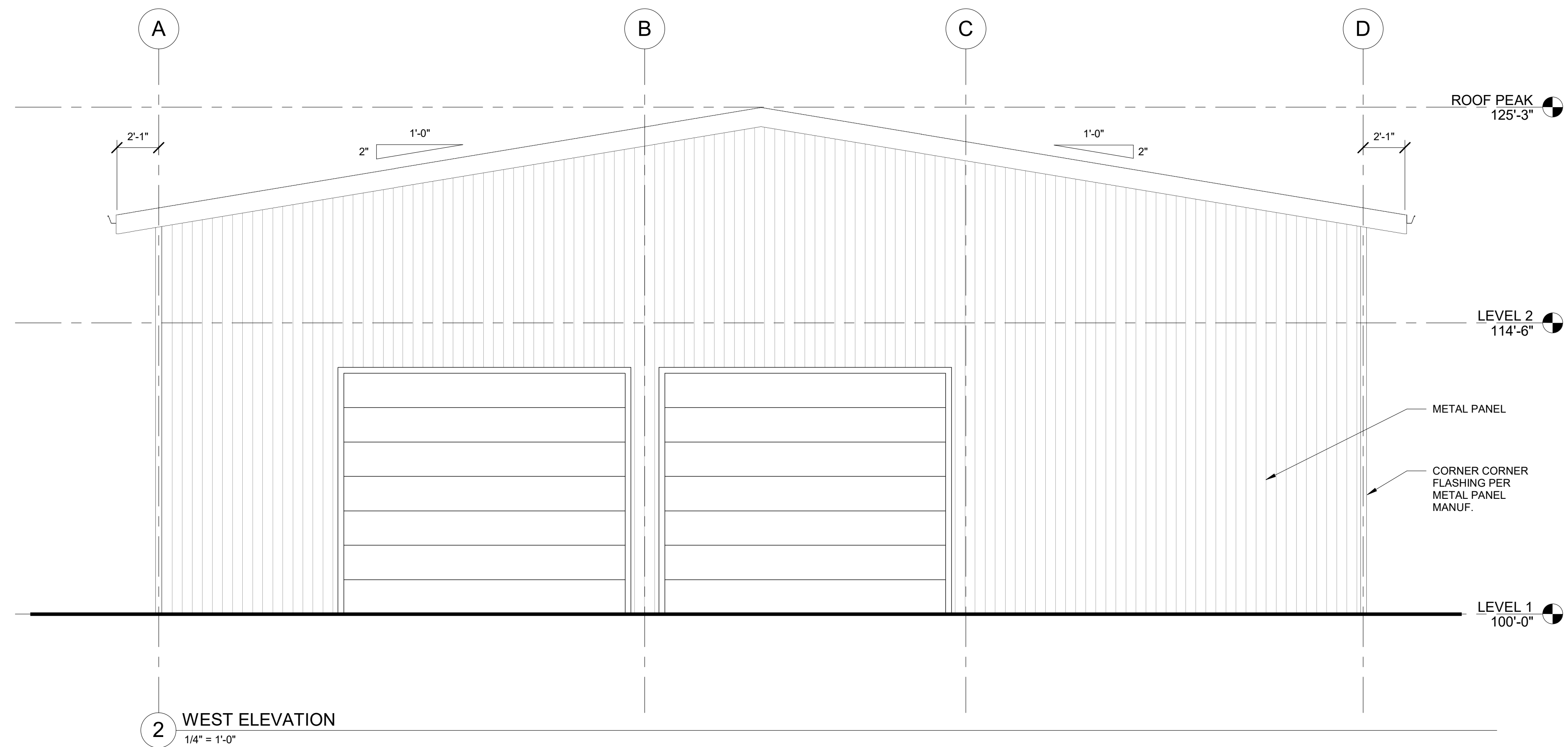
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BUILDING
ELEVATIONS
A201



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BUILDING
ELEVATIONS
A202

**WATER TREATMENT
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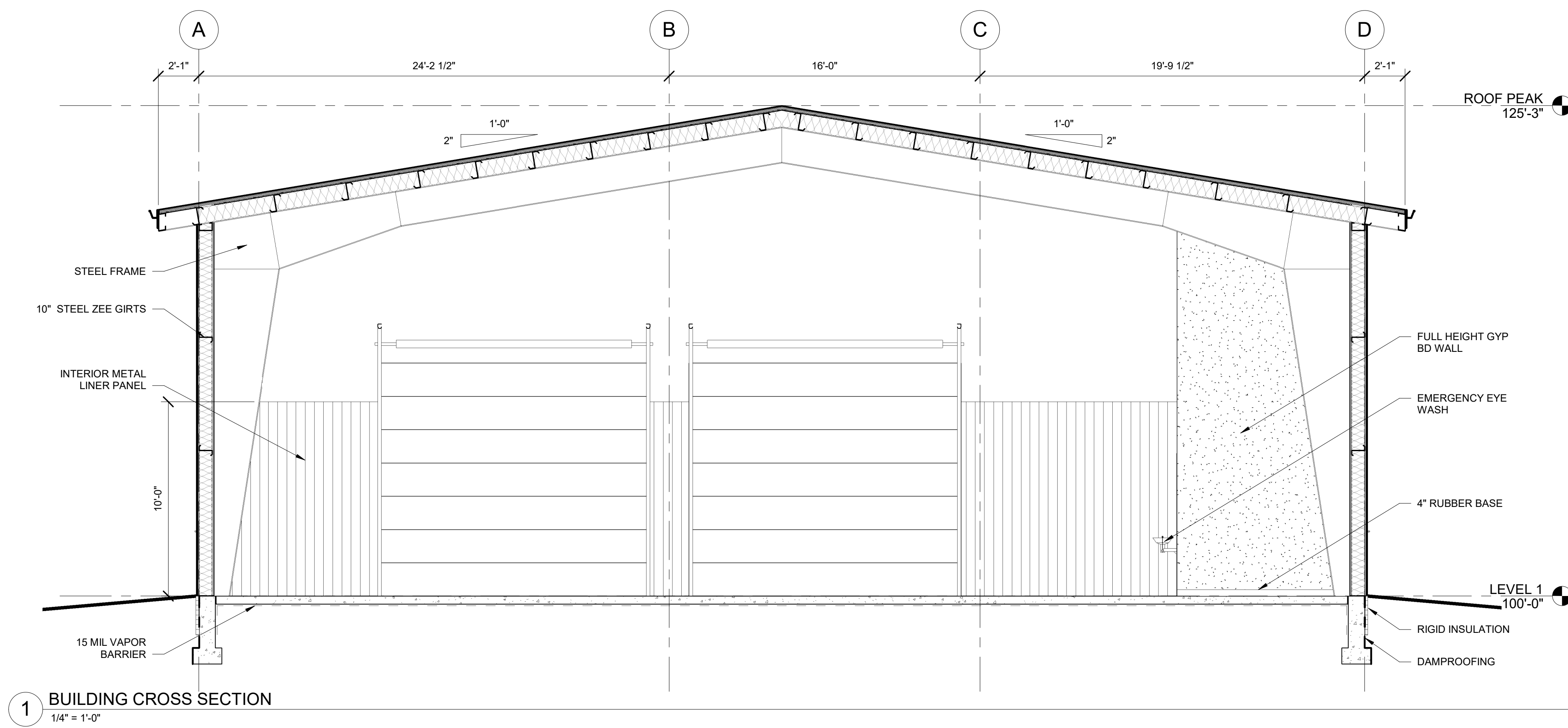
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BUILDING
SECTIONS

A301



1 BUILDING CROSS SECTION
1/4" = 1'-0"

**WATER TREATMENT
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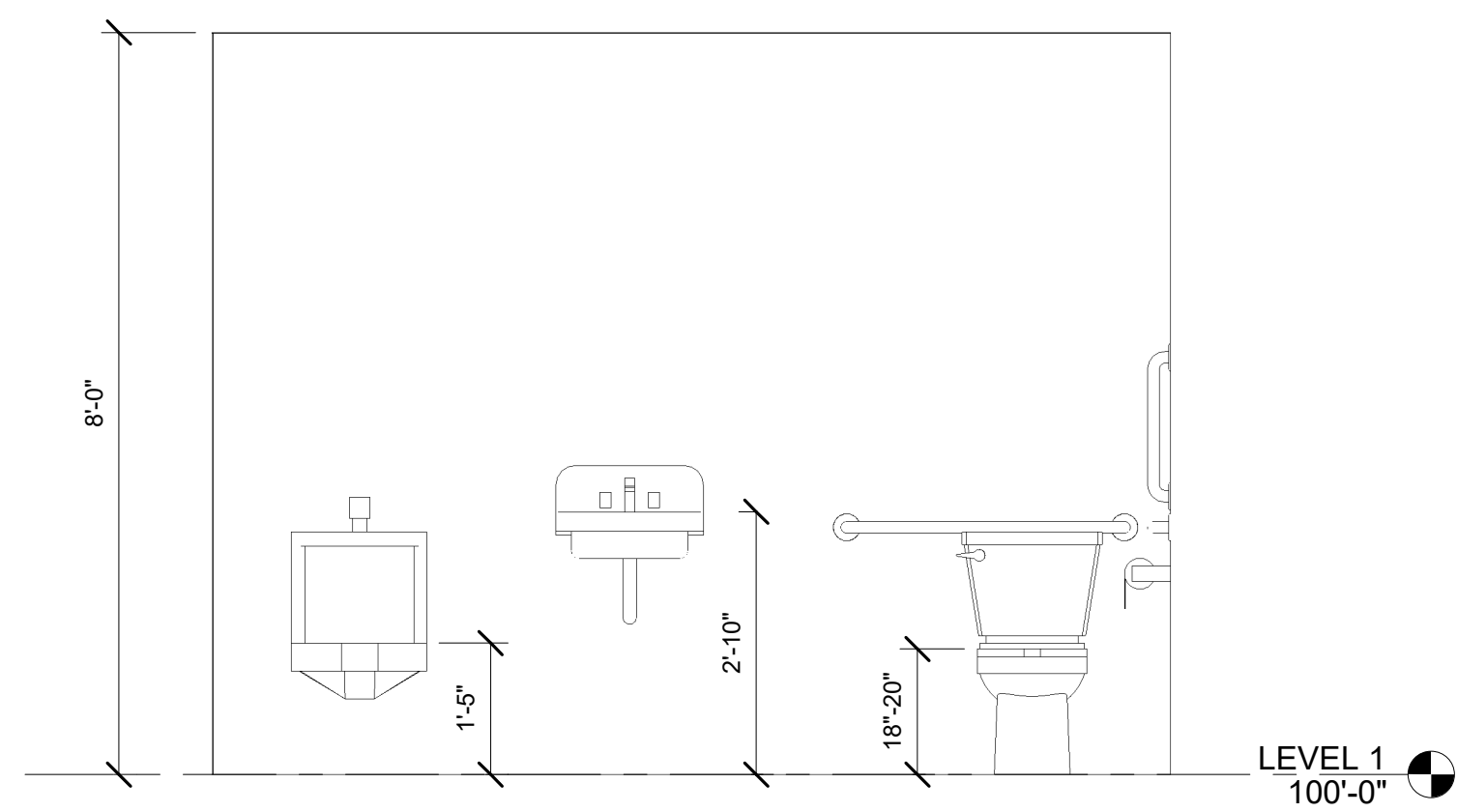
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Project Status

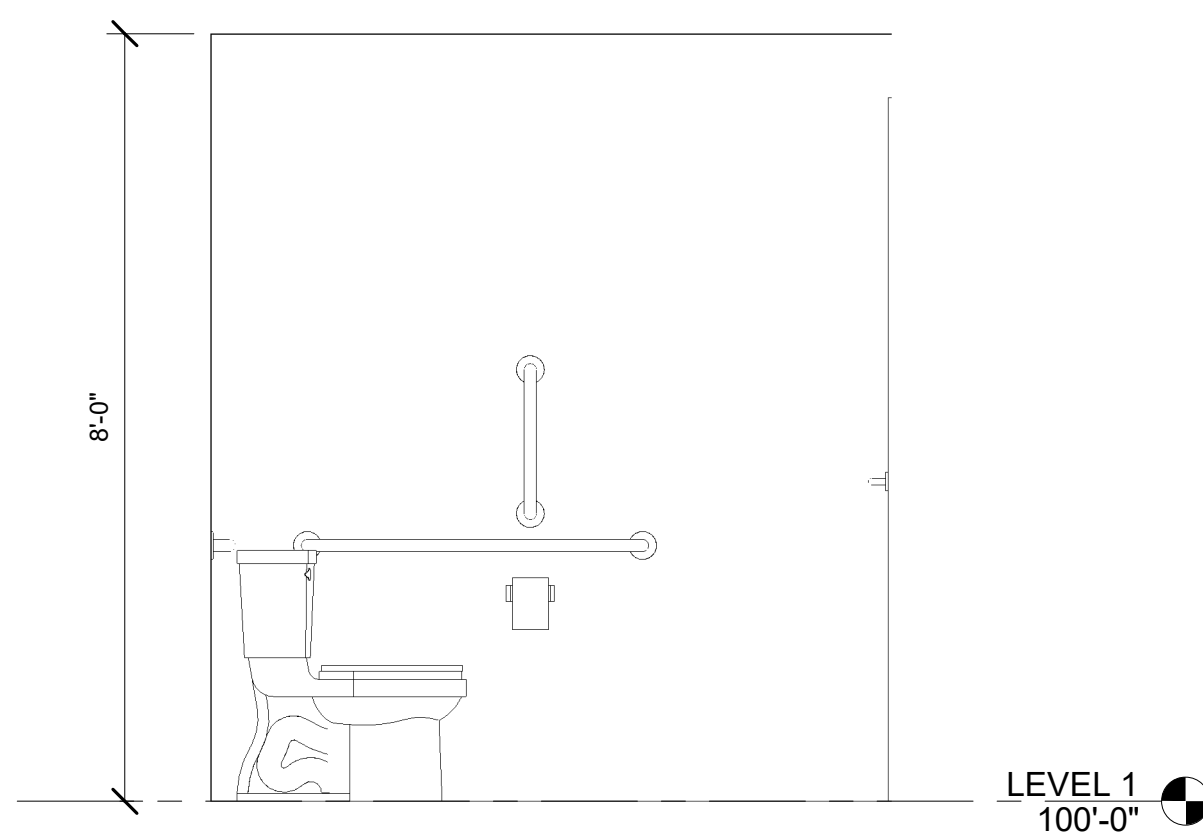
DATE: 2/17/2022
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ENLARGED
RESTROOM PLAN
& ELEVATIONS

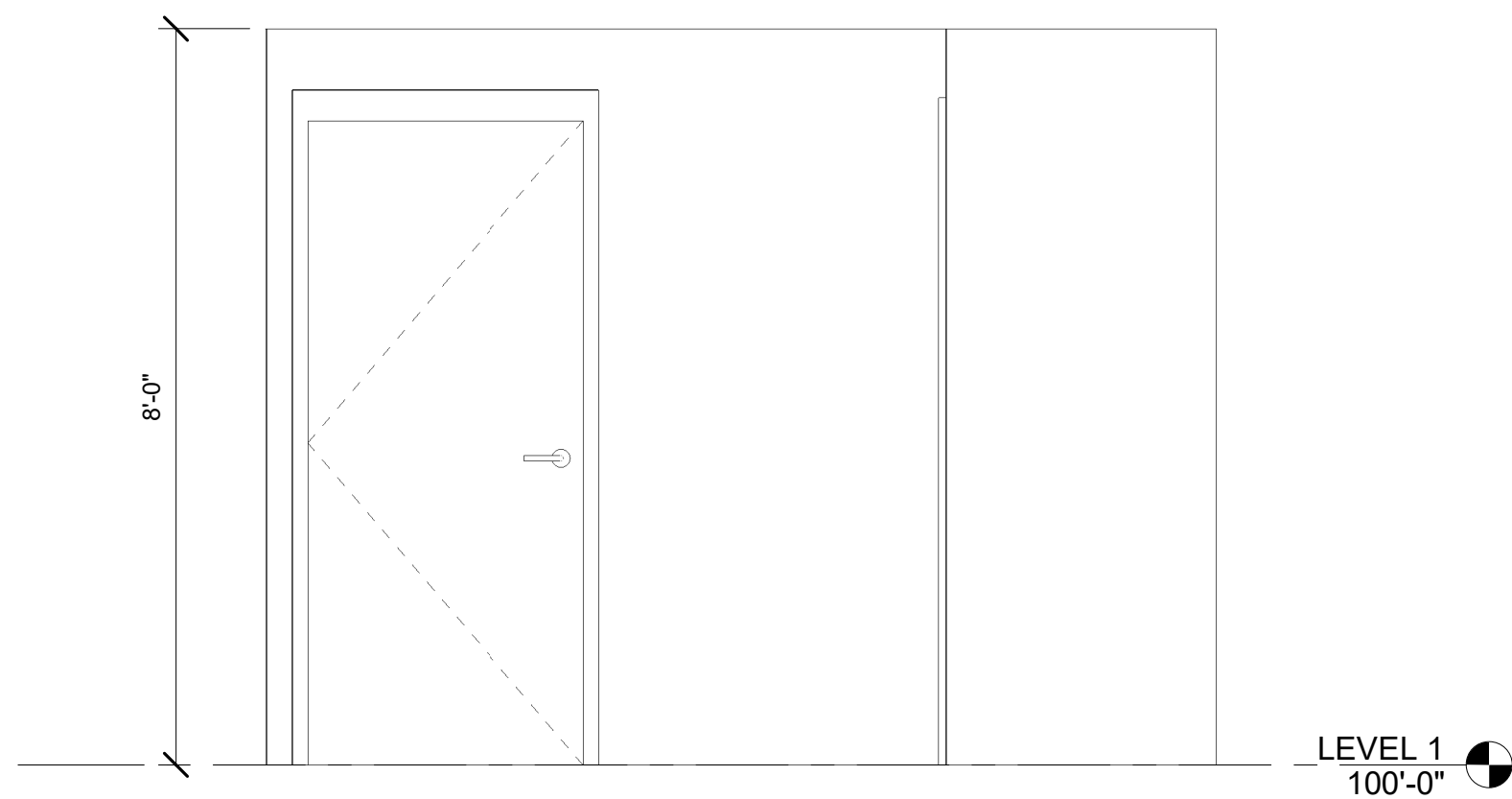
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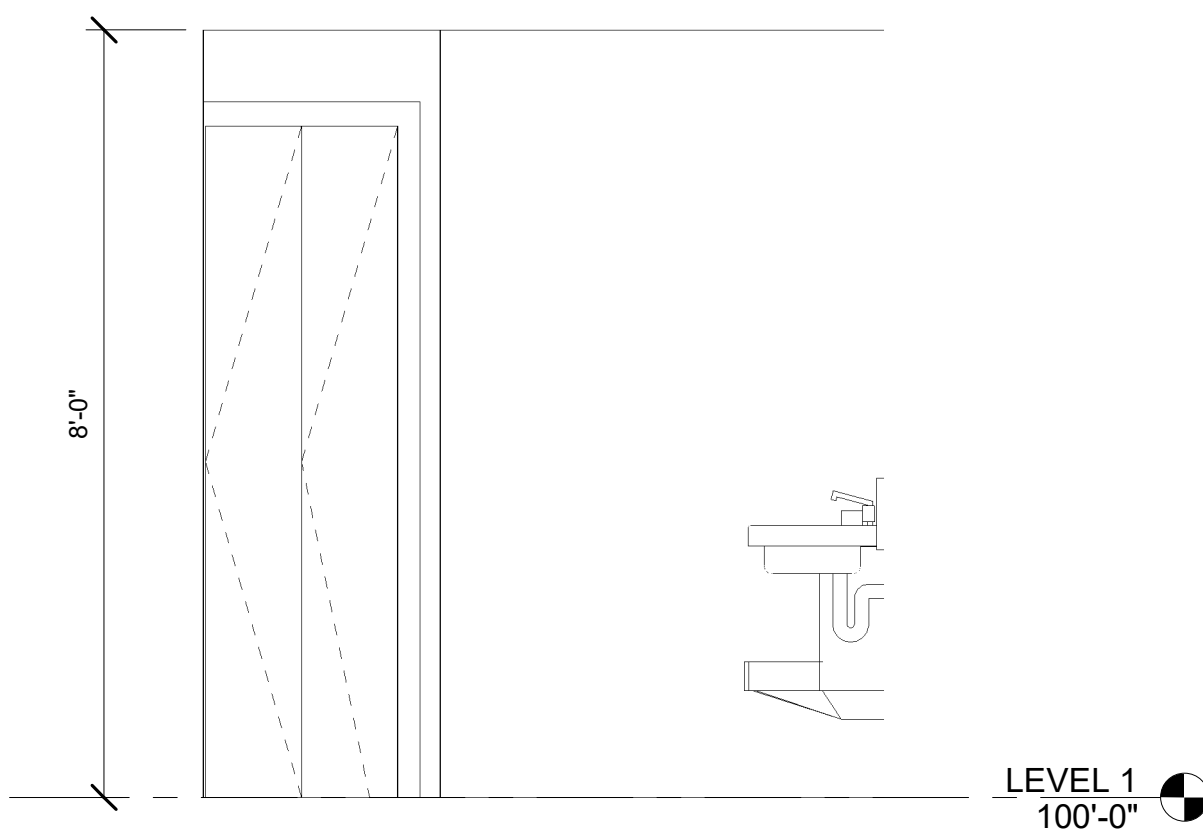
5 RESTROOM ELEVATION 4
1/2" = 1'-0"



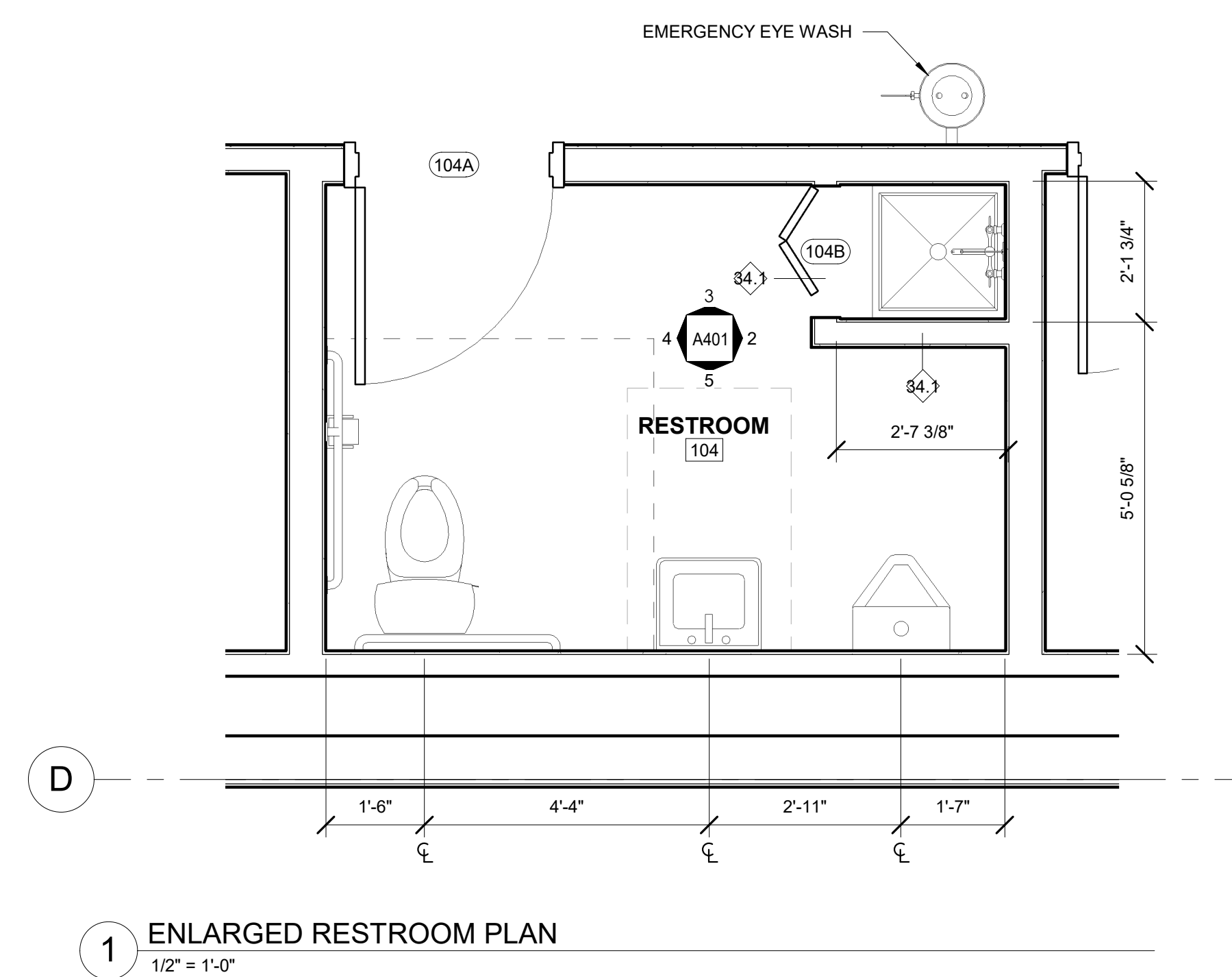
4 RESTROOM ELEVATION 3
1/2" = 1'-0"



3 RESTROOM ELEVATION 2
1/2" = 1'-0"



2 RESTROOM ELEVATION 1
1/2" = 1'-0"



1 ENLARGED RESTROOM PLAN
1/2" = 1'-0"

DOORS & HARDWARE

BASIS-OF-DESIGN:

DOOR HARDWARE FINISH:

- SATIN NICKEL

GENERAL NOTES:

- A. ALL ENTRY LOCKSETS AND DEADBOLTS SHALL BE KEYED ALIKE.
- B. EXTERIOR HOLLOW METAL DOOR FRAMES TO BE MITERED WITH WELDED CORNERS GROUND SMOOTH, GALVANIZED FRAMES.
- C. INTERIOR HOLLOW METAL DOOR FRAMES TO BE KNOCK-DOWN TYPE.
- D. HARDWARE PRODUCT DATA AND FINISHES TO BE APPROVED BY ARCHITECT PRIOR TO ORDERING.
- E. DOOR AND FRAMES TO BE PAINTED WITH TWO COATS OF ENAMEL - COLOR TO BE SELECTED BY ARCHITECT.
- F. ALL DOOR HARDWARE MUST BE COMMERCIAL QUALITY WITH LEVER HANDLES COMPLIANT WITH ACCESSIBILITY CODE.
- G. PER IBC 1010.1.9.3.2.2 - MAIN DOORS ARE PERMITTED TO BE EQUIPPED WITH KEY-OPERATED LOCKING DEVICES FROM THE EGRESS SIDE PROVIDED A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED". THE SIGN SHALL BE IN LETTERS 1-INCH HIGH ON A CONTRASTING BACKGROUND.

SET 1

SINGLE EXTERIOR DOORS

- 1 LEVER LOCKSET (CLASSROOM FUNCTION)
- 1 DOUBLE CYLINDER DEADBOLT
- 1-1/2 PAIR MORTISE HINGES W/ NON-REMOVABLE PINS
- 1 CLOSER W/ OVERHEAD STOP
- 1 WEATHERSTRIPPING KIT
- 1 DOOR SWEEP
- 1 ACCESSIBLE THRESHOLD
- 3 FRAME MOUNTED SILENCERS

SET 1A

SINGLE INTERIOR DOORS

- 1 LEVER LOCKSET (STOREROOM FUNCTION)
- 1 DEADBOLT (AT STORAGE ROOM ONLY)
- 1-1/2 PAIR MORTISE HINGES W/ NON-REMOVABLE PINS
- 1 CLOSER W/ OVERHEAD STOP
- 1 WEATHERSTRIPPING/SOUND ISOLATION KIT (AT MECH. ROOM ONLY)
- 3 FRAME MOUNTED SILENCERS

SET 2

DOUBLE EXTERIOR DOORS

- 1 LEVER LOCKSET (CLASSROOM FUNCTION)
- 1 DOUBLE CYLINDER DEADBOLT
- (2) 1-1/2 PAIR MORTISE HINGES W/ NON-REMOVABLE PINS
- 1 SET FLUSH BOLTS (INACTIVE LEAF)
- 2 EA CLOSER W/ OVERHEAD STOP
- 1 EA OH RAIN DRIP (DOUBLE DOOR)
- 1 EA WEATHERSTRIPPING KIT
- 2 EA DOOR SWEEP
- 1 EA ACCESSIBLE THRESHOLD

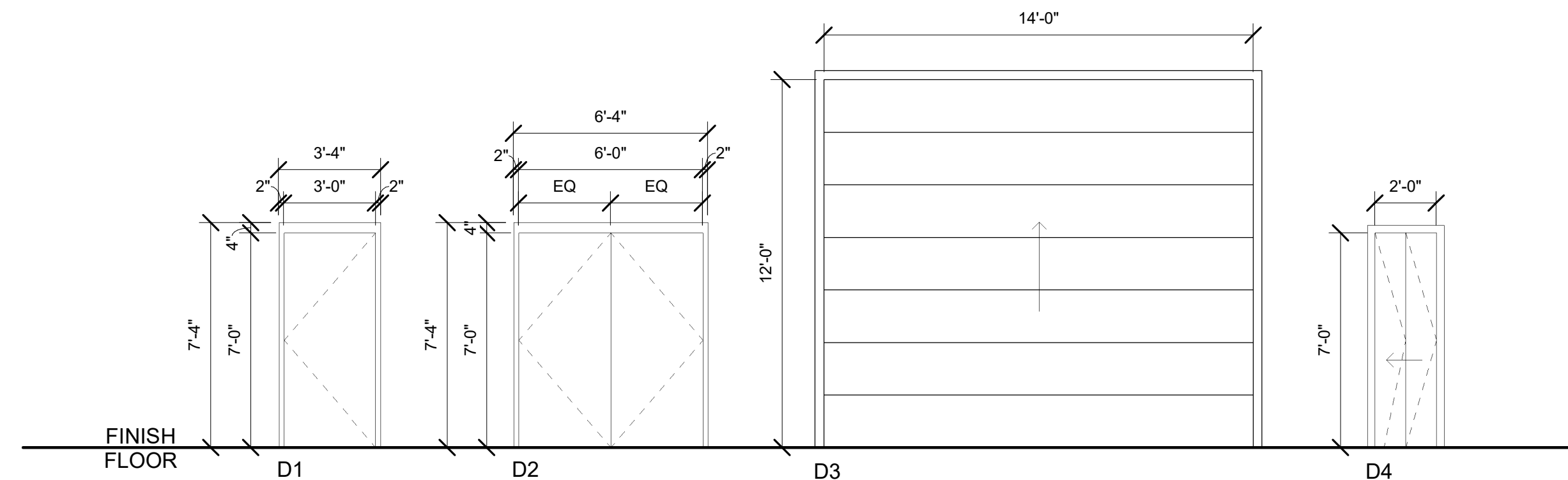
SET 3

OVERHEAD DOORS

- 1 CHAIN-OPERATED OVERHEAD TRACK, RETROFITTABLE WITH ELECTRIC MOTOR OPERATOR LOCK
- 1 FULL RUBBER SEALS

DOOR SCHEDULE

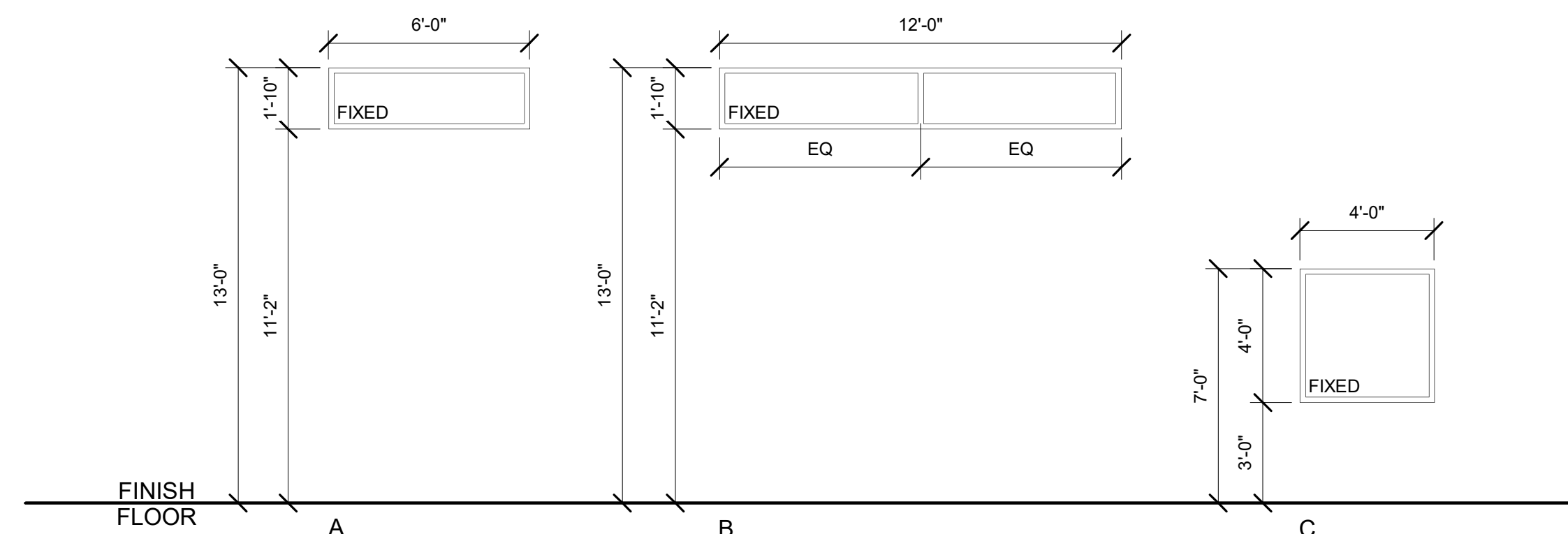
NUMBER	DOOR / FRAME TYPE	LOCATION	DOOR			DOOR MATERIAL	FRAME MATERIAL	FRAME FINISH	HARDWARE SET	SWING	COMMENTS
			HEIGHT	WIDTH	THICKNESS						
101A	D2	PROCESSING	7'-0"	6'-0"	0'-1 3/4"	INSL HM	INSL HM	PAINT	SET 2	DOUBLE	
101B	D3	PROCESSING	12'-0"	14'-0"	0'-1 1/2"	SECTIONAL	MTL	FACTORY	SET 3	OH	
101C	D3	PROCESSING	12'-0"	14'-0"	0'-1 1/2"	SECTIONAL	MTL	FACTORY	SET 3	OH	
101D	D1	PROCESSING	7'-0"	3'-0"	0'-1 3/4"	INSL HM	INSL HM	PAINT	SET 1	LHR	
101E	D1	PROCESSING	7'-0"	3'-0"	0'-1 3/4"	INSL HM	INSL HM	PAINT	SET 1	LHR	
101F	D3	PROCESSING	12'-0"	14'-0"	0'-1 1/2"	SECTIONAL	MTL	FACTORY	SET 3	OH	
101G	D3	PROCESSING	12'-0"	14'-0"	0'-1 1/2"	SECTIONAL	MTL	FACTORY	SET 3	OH	
102	D1	OFFICE	7'-0"	3'-0"	0'-1 3/4"	HM	HM	PAINT	SET 1A	RHR	
103	D1	ELECTRICAL ROOM	7'-0"	3'-0"	0'-1 3/4"	HM	HM	PAINT	SET 1A	LHR	
104A	D1	RESTROOM	7'-0"	3'-0"	0'-1 3/4"	HM	HM	PAINT	SET 1A	LHR	
104B	D4	RESTROOM	7'-0"	2'-0"	0'-1 1/2"	HOLLOW	WD	PAINT		BI-FOLD	
105A	D1	BASE ROOM	7'-0"	3'-0"	0'-1 3/4"	HM	HM	PAINT	SET 1A	LHR	
105B	D2	BASE ROOM	7'-0"	6'-0"	0'-1 3/4"	INSL HM	INSL HM	PAINT	SET 2	DOUBLE	
106A	D1	ACID ROOM	7'-0"	3'-0"	0'-1 3/4"	HM	HM	PAINT	SET 1A	RHR	
106B	D2	ACID ROOM	7'-0"	6'-0"	0'-1 3/4"	INSL HM	INSL HM	PAINT	SET 2	DOUBLE	



DOOR ELEVATIONS
1/4" = 1'-0"

WINDOW SCHEDULE

NUMBER	WIDTH	HEIGHT	GLAZING	OPERATION	U-VALUE	SHGCC	VLT	COUNT	COMMENTS
A	6'-0"	1'-10"	FIXED	FIXED				1	
B	12'-0"	1'-10"	FIXED	FIXED				2	
C	4'-0"	4'-0"	FIXED	FIXED				1	



WINDOW ELEVATIONS
1/4" = 1'-0"

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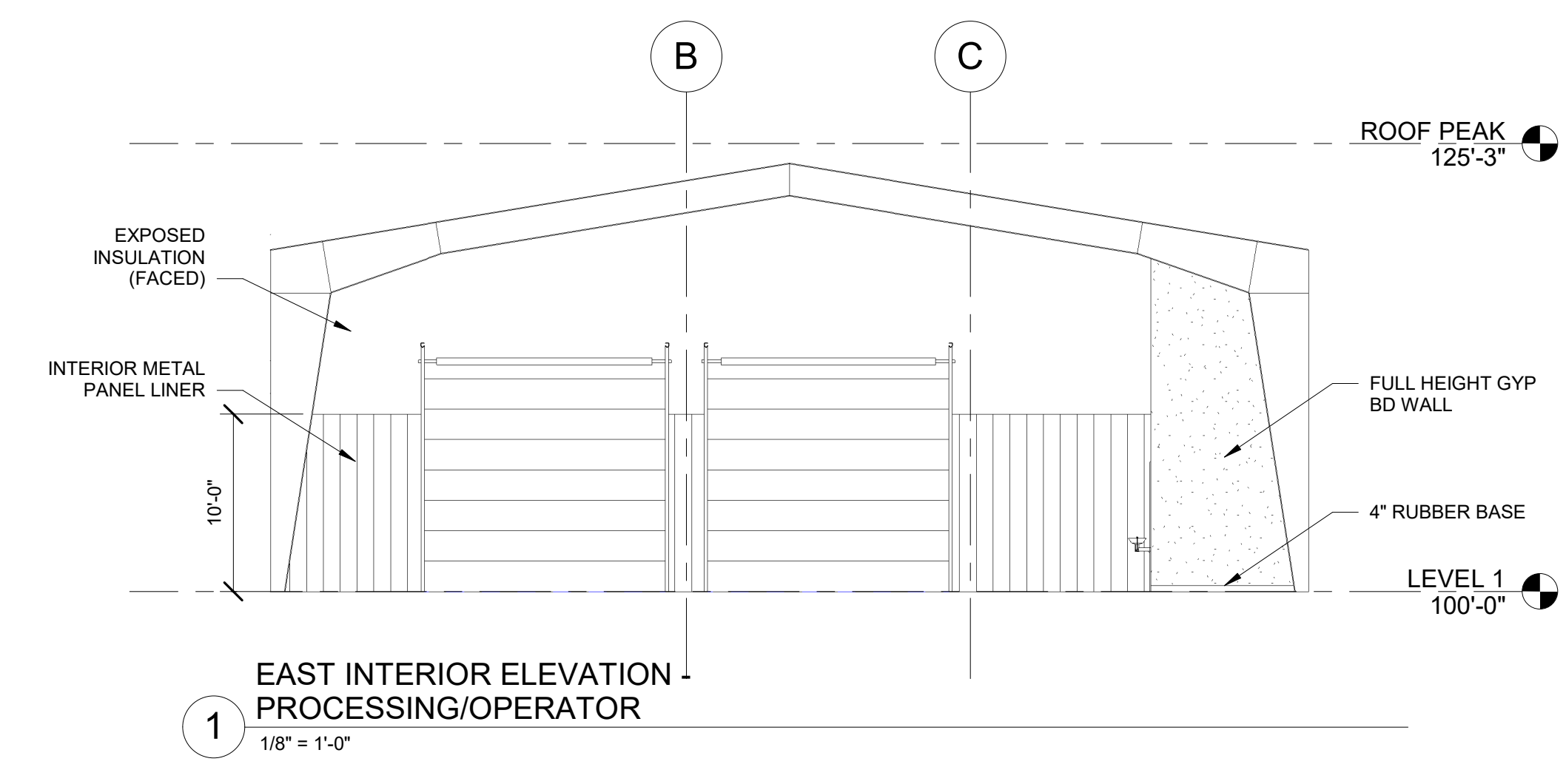
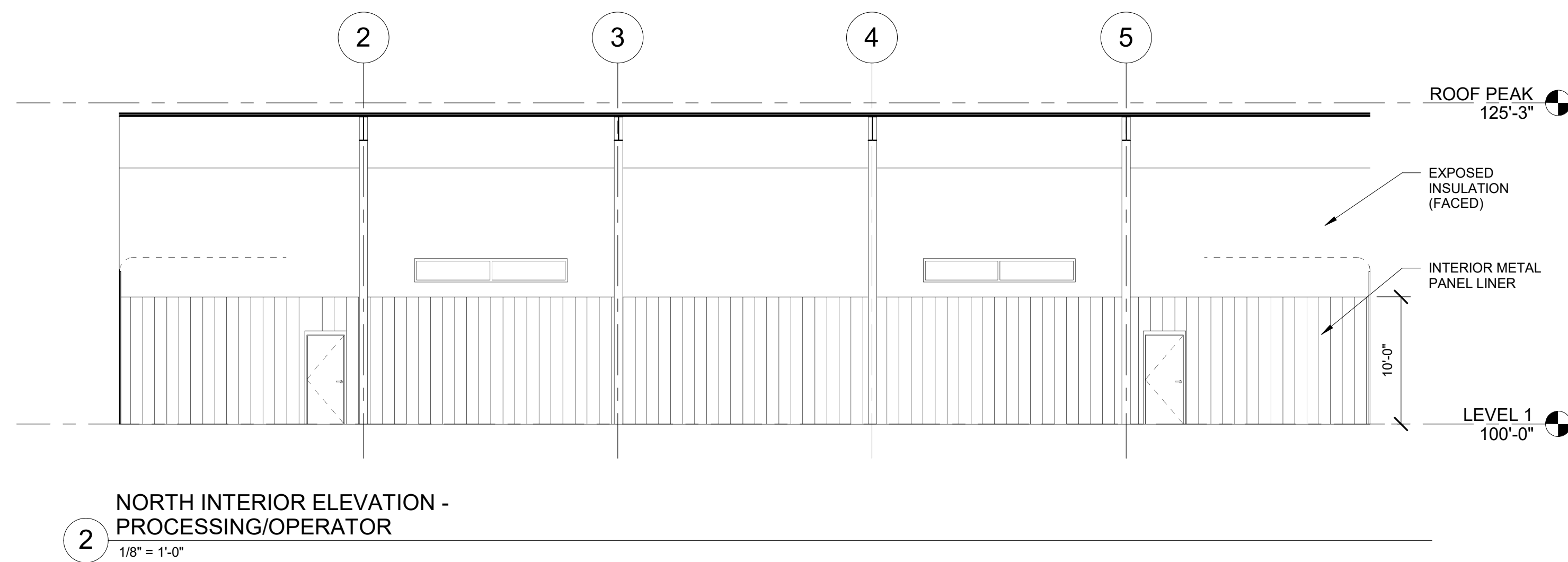
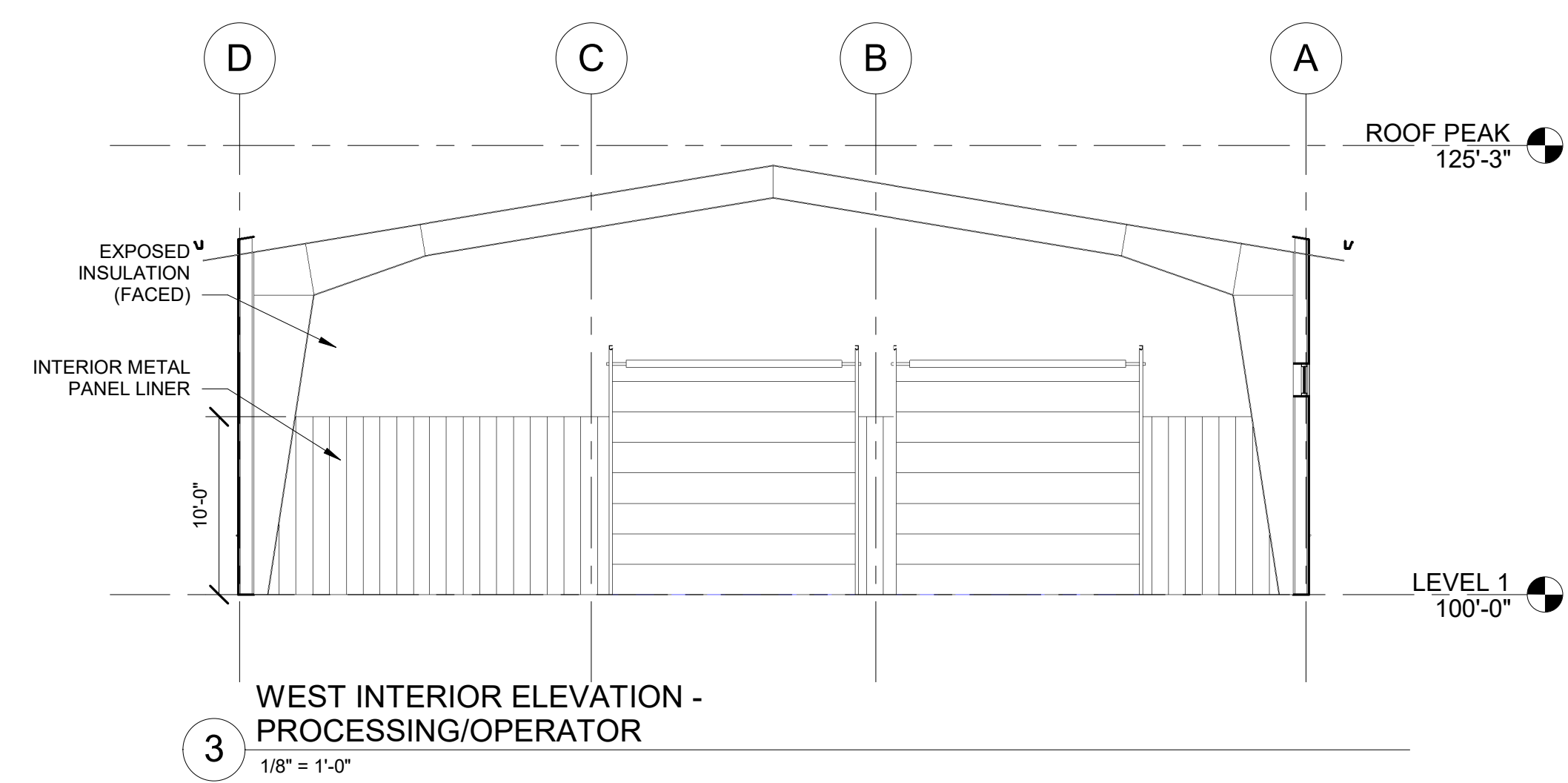
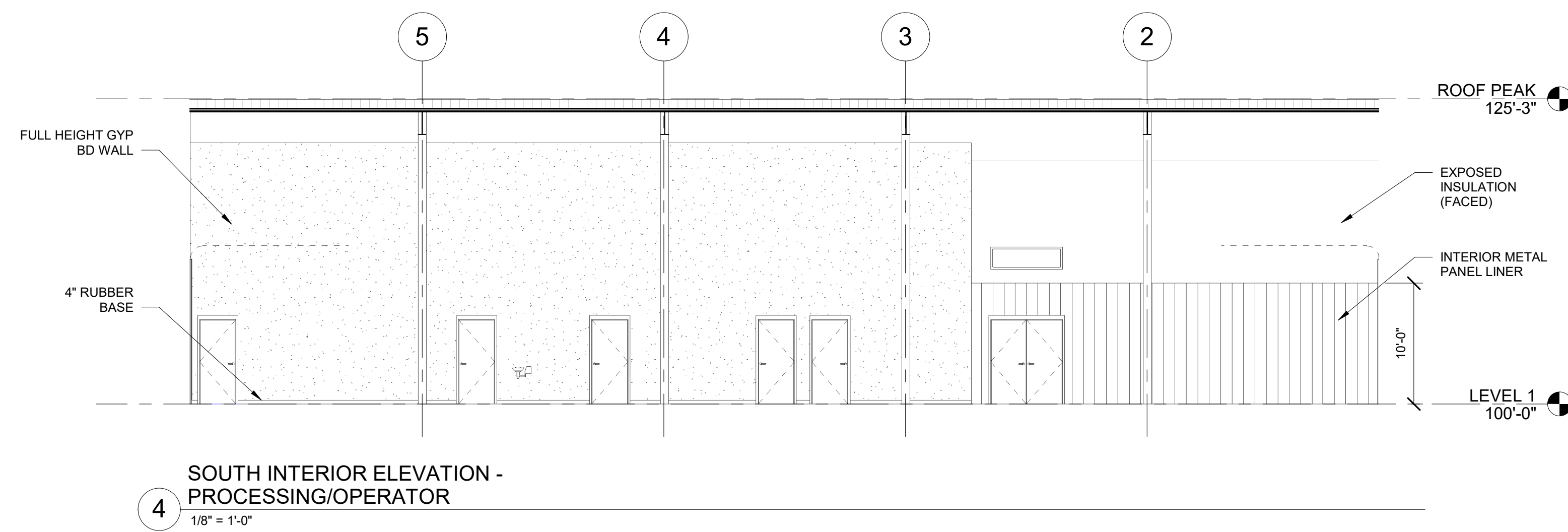
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CHECKED BY: Checker

DOOR & HARDWARE SCHEDULE AND ELEVATIONS

A601



WATER TREATMENT PLANT
CITY OF OURAY
320 6TH AVE
OURAY, CO 81427
21257

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INTERIOR ELEVATIONS
A901

PLUMBING SYMBOLS		ABBREVIATIONS	GENERAL NOTES
PIPING SYSTEMS			
	DOMESTIC COLD WATER PIPING	AAV AIR ADMITTANCE VALVE	<p>1. THE PLANS ARE, TO A GREAT EXTENT, DIAGRAMMATIC IN NATURE. DRAWING SCALES SHOULD BE VERIFIED FROM DIMENSIONS ON ARCH. PLANS. THE INFORMATION PRESENTED IS AS EXACT AS COULD BE SECURED. THE CONTRACTOR SHALL OBTAIN EXACT LOCATION, MEASUREMENTS LEVELS, ETC. AT THE SITE AND SHALL SATISFACTORILY ADAPT THE WORK TO THE ACTUAL CONDITIONS AT THE PROJECT SITE.</p> <p>2. CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO SUBMITTING A BID TO COVER THE CONDITIONS AT THE SITE INFORMING THEMSELVES OF ALL DETAILS.</p> <p>3. ALL WORK SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES, LAWS, ACTS AND ORDINANCES, AND ALL AUTHORITIES HAVING JURISDICTION.</p> <p>4. THE COMPLETED INSTALLATION SHALL BE IN ACCORDANCE WITH ALL ENGINEERING REQUIREMENTS, THE OWNER'S DESIGN CRITERIA, UTILITY COMPANY REQUIREMENTS, APPLICABLE INDUSTRY STANDARDS OF GOOD PRACTICE AND SAFETY, AND THE MANUFACTURER'S STRICTEST RECOMMENDATIONS FOR EQUIPMENT AND PRODUCT APPLICATION AND INSTALLATION.</p> <p>5. RECORD DRAWINGS - PREPARE AND SUBMIT TO THE OWNER RECORD DRAWINGS INDICATING THE EXACT LOCATION OF ALL EQUIPMENT INCLUDING THE EQUIPMENT'S "AS INSTALLED" SIZE(S), MANUFACTURER, MODEL NUMBERS, AND PERFORMANCE RATINGS.</p> <p>6. SUPPORTS - EQUIPMENT, PIPING, OR ANY OTHER ACCESSORY SHALL NOT BE SUPPORTED FROM OTHER PIPING, DUCTWORK, METAL ROOF DECK, LATERAL BRACING BRIDGING, OR CONDUIT. ITEMS SHALL ONLY BE SUPPORTED FROM BUILDING STRUCTURE.</p> <p>7. COORDINATE EXACT LOCATION OF ALL PIPING AND EQUIPMENT WITH STRUCTURAL, ARCHITECTURAL, ELECTRICAL, AND OTHER MECHANICAL SYSTEMS.</p> <p>8. WHERE MOUNTING HEIGHTS ARE NOT DETAILED OR DIMENSIONED, INSTALL MECHANICAL SERVICES AND OVERHEAD EQUIPMENT TO PROVIDE THE MAXIMUM HEADROOM POSSIBLE.</p> <p>9. ALL PIPING TO VIBRATING EQUIPMENT SHALL HAVE FLEXIBLE CONNECTORS.</p> <p>10. COORDINATE ALL ROOF AND CHASE PENETRATIONS WITH STRUCTURAL DRAWINGS AND ROOF INSTALLER.</p> <p>11. OWNER TO HAVE CHOICE SALVAGE OF ALL PLUMBING FIXTURES AND EQUIPMENT WHICH ARE PLANNED TO BE REMOVED BY CONTRACTOR. EQUIPMENT NOT SALVAGED BY OWNER SHALL BE REMOVED FROM SITE AND PROPERLY DISPOSED OF BY THE CONTRACTOR.</p> <p>12. BEFORE REMOVAL OF ANY MECHANICAL EQUIPMENT, CONTRACTOR SHALL RECOVER USED REFRIGERANT IN A PROPERLY LABELED D.O.T. APPROVED REFILLABLE CYLINDER TO MEET E.P.A. STANDARDS. RECOVERED REFRIGERANT MUST BE CHEMICALLY ANALYZED AND REPROCESSED OR DISPOSED OF PER E.P.A. REQUIREMENTS, SECTION 608 OF THE CLEAN AIR ACT AND A.R.I. STANDARD 700.</p> <p>13. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK.</p> <p>14. ALL TESTS SHALL BE COMPLETED BEFORE ANY MECHANICAL EQUIPMENT OR PIPING INSULATION IS APPLIED.</p> <p>15. CONCRETE HOUSEKEEPING PADS TO SUIT MECHANICAL EQUIPMENT SHALL BE SIZED AND LOCATED BY THE MECHANICAL CONTRACTOR. MINIMUM CONCRETE PAD THICKNESS SHALL BE 6 INCHES. PAD SHALL EXTEND BEYOND THE EQUIPMENT A MINIMUM OF 6 INCHES ON EACH SIDE. COVERED HOUSEKEEPING PADS SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR TO COORDINATE THE SIZES AND LOCATIONS OF CONCRETE HOUSEKEEPING PADS WITH THE GENERAL CONTRACTOR.</p> <p>16. ACCESS PANELS ARE REQUIRED (MIN. 18"x18") FOR ACCESS TO EVERY VALVE AND CONTROL SENSOR IF NOT OTHERWISE ACCESSIBLE. ACCESS PANEL SHALL BE APPROVED BY ARCHITECT/ENGINEER, COORDINATE PANEL LOCATIONS WITH THE ARCHITECT PRIOR TO INSTALLATION.</p> <p>17. PROVIDE SHUTOFF VALVES IN ALL DOMESTIC WATER PIPING SYSTEM BRANCHES IN WHICH BRANCH PIPING SERVES TWO OR MORE FIXTURES.</p> <p>18. ROUTE ALL PIPING PARALLEL TO BUILDING WALLS, STRUCTURE AND FEATURES, AS HIGH AS POSSIBLE, AND OFFSET AS NECESSARY TO AVOID STRUCTURAL MEMBERS, MECHANICAL EQUIPMENT AND THE LIKE.</p> <p>19. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HEIGHTS OF STANDARD AND ACCESSIBLE PLUMBING FIXTURES.</p> <p>20. SLOPE ALL SANITARY WASTE PIPE SIZES 3" AND UNDER AT 1/4 INCH PER FOOT.</p> <p>21. SLOPE ALL SANITARY WASTE PIPE SIZES 4" AND ABOVE AT 1/8 INCH PER FOOT.</p> <p>22. SLOPE ALL STORM AND OVERFLOW STORM PIPING AT 1/8 INCH PER FOOT.</p> <p>23. SLOPE ALL CONDENSATE DRAINAGE PIPING AT 1/8 INCH PER FOOT.</p>
	DOMESTIC HOT WATER PIPING	AD AREA DRAIN	
	DOMESTIC HOT WATER RECIRCULATION PIPING	AFF ABOVE FINISHED FLOOR	
	140°F DOMESTIC HOT WATER PIPING	AV ACID VENT	
	140°F DOMESTIC HOT WATER RECIRC. PIPING	AW ACID WASTE	
	SANITARY PIPING	BF BOTTLE FILLER	
	VENT PIPING	BFP BACKFLOW PREVENTER	
	STORM PIPING	BHP BRAKE HORSEPOWER	
	OVERFLOW STORM PIPING	BP BOOSTER PUMP	
	CONDENSATE DRAIN PIPING	BT BATH TUB	
	NATURAL GAS PIPING	BTU BRITISH THERMAL UNIT	
	LIQUID PETROLEUM GAS PIPING	CB CATCH BASIN	
	GREASE WASTE PIPING	CD CONDENSATE DRAIN	
	ACID WASTE PIPING	CO CLEANOUT	
	ACID VENT PIPING	CP CIRCULATION PUMP	
	COMPRESSED AIR PIPING	CW COLD WATER	
	FIRE PROTECTION PIPING	DEG.° DEGREES	
	FIRE SPRINKLER PIPING	DDC DIRECT DIGITAL CONTROL	
GENERAL PIPING		DF DRINKING FOUNTAIN	
	NEW LINEWORK	DN DOWN	
	EXISTING LINEWORK	DSN DOWNSPOUT NOZZLE	
	DEMOLITION LINEWORK	DT DILUTION TANK	
PIPE VALVES & SYMBOLS		(E) EXISTING TO REMAIN	
	DIRECTION OF FLOW IN PIPING	EEW EMERGENCY EYE WASH	
	BALL VALVE	ES EMERGENCY SHOWER	
	CHECK VALVE	ESP ELEVATOR SUMP PUMP	
	BUTTERFLY VALVE	EWC ELECTRIC WATER COOLER	
	BALANCING VALVE	EWT ENTERING WATER TEMPERATURE	
	GATE VALVE	FCO FLOOR CLEANOUT	
	DOUBLE CHECK VALVE	FD FLOOR DRAIN	
	GLOBE VALVE	FFE FINISHED FLOOR ELEVATION	
	SOLENOID VALVE	FHC FIRE HOSE CABINET	
	THERMOSTATIC MIXING VALVE	FPM FEET PER MINUTE	
	STRAINER	FS FLOOR SINK	
	STRAINER WITH BLOWOFF	G NATURAL GAS	
	RELIEF / SAFETY VALVE	GCO GRADE CLEANOUT	
	PRESSURE REDUCING VALVE	GD GARBAGE DISPOSAL	
	VACUUM BREAKER	GPM GALLONS PER MINUTE	
	GAS COCK	GT GAS TURRET	
	HOSE END BALL VALVE	GV GAS VALVE	
	UNION	GWH GAS WATER HEATER	
	AQUASTAT	HB HOSE BIBB	
	THERMOMETER	HD HEAD	
	SHOCK ARRESTOR	HP HORSEPOWER	
	PIPING ELBOW UP	HW HOT WATER	
	PIPING ELBOW DOWN	HWC HOT WATER CIRCULATION	
	PIPING TEE UP	HX HEAT EXCHANGER	
	PIPING TEE DOWN	HZ HERTZ	
	PIPE CAP	IE INVERT ELEVATION	
	PIPING REDUCER	IMB ICE MAKER BOX	
	LINE CLEANOUT / WALL CLEANOUT	IN W.C. INCHES OF WATER COLUMN	
	HOSE BIBB / WALL HYDRANT	KW KILOWATT	
	VENT THRU ROOF	L LAVATORY	
	GARBAGE DISPOSAL UNIT	LBS POUNDS	
	FLOOR SINK (FULL, QUARTER & HALF GRATE), SIZE AND TYPE	LPG LIQUEFIED PETROLEUM GAS	
	FLOOR DRAIN, SIZE AND TYPE	LS LAUNDRY SINK	
	ROOF DRAIN, SIZE AND TYPE	LWT LEAVING WATER TEMPERATURE	
	OVERFLOW DRAIN, SIZE AND TYPE	MBH 1000 BTU PER HOUR	
	FLOOR / GRADE CLEANOUT, SIZE	MFR MANUFACTURER	
		MH MANHOLE	
		MSB MOP SINK BASIN	
		(N) NEW	
		N2 NITROGEN	
		N/A NOT APPLICABLE	
		NC NORMALLY CLOSED	
		NO NORMALLY OPEN	
		O2 OXYGEN	
		OD OVERFLOW DRAIN	
		PH.Ø PHASE	
		PIV POST INDICATOR VALVE	
		PRV PRESSURE REDUCING VALVE	
		PT PLASTER TRAP	
		QTY QUANTITY	
		(R) RELOCATED EXISTING	
		RC REFRIGERANT CHARGE	
		RD ROOF DRAIN	
		RPM REVOLUTIONS PER MINUTE	
		S SINK	
		SA SHOCK ARRESTOR	
		SAN SANITARY	
		SE SEWAGE EJECTOR	
		SP SUMP PUMP	
		ST STORM, STORAGE TANK	
		SV SHOWER VALVE	
		TD TRENCH DRAIN	
		TDH TOTAL DYNAMIC HEAD	
		TEA THERMAL EXPANSION ABSORBER	
		TG TRAP GUARD	
		TMV THERMOSTATIC MIXING VALVE	
		TP TRAP PRIMER	
		TSP TOTAL STATIC PRESSURE	
		TW TEPID WATER	
		U URINAL	
		UF UNDERFLOOR	
		UG UNDERGROUND	
		US UNDERSLAB	
		V VENT	
		VAC VACUUM	
		VTR VENT THROUGH ROOF	
		WB WASHER BOX	
		WC WATER COLUMN, WATER CLOSET	
		WCO WALL CLEANOUT	
		WH WALL HYDRANT	
GENERAL SYMBOLS			
	KEY NOTE REFERENCE		
	CONNECTION POINT OF NEW TO EXISTING		
	EXTENT OF DEMOLITION SYMBOL		
	RISER DIAGRAM REFERENCE		
	ELEVATION MARK		
	SECTION CUT: UPPER NUMBER INDICATES DETAIL, LOWER NUMBER INDICATES SHEET		
	DETAIL REFERENCE: UPPER NUMBER INDICATES DETAIL, LOWER NUMBER INDICATES SHEET		
	GRAPHIC SCALE		

DIVISION 22 00 00 - PLUMBING SPECIFICATIONS

PART 1 - GENERAL

I. CODES

A. ALL EQUIPMENT AND THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF THE LATEST EDITION OF THE INTERNATIONAL PLUMBING CODE, O.S.H.A. REQUIREMENTS, LIFE SAFETY CODE AND ALL APPLICABLE LOCAL AND STATE LAWS AND ORDINANCES.
B. THE CONTRACTOR SHALL PAY ALL INSPECTION FEES AND PURCHASE ALL PERMITS REQUIRED FOR THIS WORK.

II. LOCATION OF EQUIPMENT

A. THE CONTRACTOR SHALL NOTE THAT THE PLUMBING DRAWINGS ARE INTENDED TO INDICATE ONLY THE EXTENT DIAGRAMMATICALLY, GENERAL CHARACTER AND LOCATION OF THE WORK, WORK INTENDED, BUT HAVING MINOR DETAILS OBVIOUSLY OMITTED, SHALL BE FURNISHED AND INSTALLED COMPLETE BY THIS CONTRACTOR AT HIS EXPENSE.

III. ROUGH-IN

A. VERIFY FINAL LOCATIONS FOR ROUGH-INS WITH SHOP DRAWINGS, FIELD MEASUREMENTS AND WITH THE REQUIREMENTS OF THE ACTUAL EQUIPMENT TO BE CONNECTED PRIOR TO ROUGH-IN.
B. REFER TO EQUIPMENT SPECIFICATIONS IN DIVISIONS 1 THROUGH 15 FOR ROUGH-IN REQUIREMENTS.
C. OBTAIN FROM OWNER AND GENERAL CONTRACTOR COPIES OF "EQUIPMENT BROCHURE" AND A SET OF SHOP DRAWINGS OF EQUIPMENT BEFORE ROUGHING IN ANY WATER, WASTE, CONNECTIONS, ETC. CHANGES RESULTING FROM FAILURE TO OBTAIN THIS INFORMATION WILL NOT RESULT IN ADDITIONAL COST.

IV. WARRANTIES

A. GUARANTEE ALL PLUMBING SYSTEM MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECTS FRO A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE AND PROPERLY CORRECT LATENT DEFECTS ARISING WITHIN THIS PERIOD UPON NOTIFICATION BY THE OWNER'S REPRESENTATIVE WITHOUT ADDITIONAL COMPENSATION.

V. CHANGES

A. THE DRAWINGS INDICATE GENERALLY THE LOCATIONS OF PLUMBING FIXTURES, APPARATUS, PIPING, ETC., BUT IF, BEFORE INSTALLATION, IT IS FOUND NECESSARY TO CHANGE THE LOCATION OF SAME TO ACCOMMODATE THE CONDITIONS AT THE BUILDING, SUCH CHANGES SHALL BE MADE WITHOUT ADDITIONAL COST TO THE OWNER AND AS DIRECTED BY THE OWNER.

VI. PLUMBING SUBMITTALS

A. SUBMITTAL ARE REQUIRED ON THE FOLLOWING ITEMS AND THEY MUST BE SELECTED FROM ONE OF THE MANUFACTURERS LISTED, OR OTHERWISE BE AN APPROVED ALTERNATE.

1. PLUMBING FIXTURES
 - a. AMERICAN STANDARD
 - b. KOHLER
2. FLOOR DRAINS AND SINKS
 - a. WADE
 - b. ZURN
3. CLEANOUTS
 - a. WADE
 - b. ZURN
4. PLUMBING FIXTURE SUPPORTS
 - a. WADE
 - b. ZURN

B. LOW FLOW REQUIREMENTS

1. 1.28 GPF WATER CLOSETS
2. 0.25 GPF URINALS
3. 0.5 GPM LAVATORY FAUCETS
4. 1.5 GPM KITCHEN FAUCETS

VII. AS BUILT DRAWINGS

A. FURNISH THE OWNER TWO (2) HARD COPIES AND ONE (1) SOFT COPY OF AS-BUILT DRAWINGS AND O&M MANUALS UPON COMPLETION OF THE WORK.

PART 2 - PRODUCTS

I. PIPING

A. SANITARY DRAIN LINES AND BRANCHES SHALL BE SOLID-WALL SCHEDULE 40 PVC WITH GLUED JOINTS, CONFORMING TO ASTM D 2665, DWV, CAST-IRON PIPE AND FITTINGS CONFORMING TO ASTM A 888 OR CISPI 1301 FOR ABOVE GRADE SANITARY AND VENT PIPING SHALL BE PROVIDED AS A PRICING OPTION FOR THE OWNER'S APPROVAL.
B. HOT AND COLD WATER PIPE ABOVE CEILING SHALL BE ASTM B88 TYPE "L" HARD DRAWN COPPER WITH ASME B16.22 WROUGHT COPPER FITTINGS, 100% LEAD-FREE SOLDER JOINTS, APPLY ASTM B 813 WATER WASHABLE FLUX TO END OF TUBE, JOIN COPPER TUBE AND FITTINGS ACCORDING TO ASTM B 828 OR CDA'S "COPPER TUBE HANDBOOK."
C. PEX TUBING (ASTM F 877, SDR 9) SHALL BE APPROVED FOR PIPE SIZES 2" AND SMALLER WITH OWNER'S APPROVAL. FITTING FOR PEX TUBING SHALL BE ASTM F 1807 METAL-INSERT TYPE WITH COPPER OR STAINLESS-STEEL CRIMP RINGS AND MATCHING PEX TUBE DIMENSIONS.
D. ALL WATER PIPING BELOW GRADE SHALL BE ASTM B88 TYPE "K" SOFT COPPER WITH NO JOINTS, OR PEX PIPING WITH OWNER'S APPROVAL.
E. GAS PIPING SHALL BE SCHEDULE 40 BLACK STEEL.
F. BRASS, COPPER AND CHROME PLATED MANUFACTURERD PIPE NIPPLES SHALL BE CONFORM TO ASTM B 887, STEEL MANUFACTURED PIPE NIPPLES SHALL CONFORM TO ASTM A 733.
G. EXPOSED PIPE IN RESTROOMS SHALL BE CHROME PLATED BRASS WITH CHROME PLATED WALL PLATES, AMERICAN BRASS CO. OR EQUIVALENT.
H. ALTERNATIVE PIPE MATERIALS, SUCH AS PROGRESS OR PEX MANIFOLDS FOR DOMESTIC WATER OR CSST FOR NATURAL GAS, SHALL BE ALLOWED WITH ACCEPTANCE FROM OWNER AND ENGINEER ONLY. MODIFICATIONS TO DESIGN AND LAYOUT OF PIPING SYSTEMS TO ACCOMODATE ALTERNATIVE MATERIALS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

II. CLEANOUTS

A. WALL CLEANOUTS SHALL BE CAST IRON WITH BRASS PLUG AND POLISHED BRASS ACCESS COVER WITH COUNTER SUNK BRASS SCREW, THEY SHALL BE OF STANDARD PIPE SIZES.
B. FLOOR CLEANOUTS SHALL HAVE CAST IRON BODY, NICKEL BRONZE SCORIATED TOP AND RUBBER GASKETED CONNECTION, EQUAL TO ZURN ZN-1400-2.

III. VALVES

A. BALL VALVES SHALL BE 125 POUND, SCREWED, ALL BRONZE, TWO PIECE, FULL PORT DESIGN, NIBCO T-580 OR EQUIVALENT.
B. BALANCING VALVES SHALL BE LEAD FREE, CALIBRATED TYPE, SUITABLE FOR POTABLE WATER SYSTEMS, MEETING NSF-61, BELL AND GOSSETT CIRCUIT SETTER OR EQUAL.

IV. P-TRAPS

A. FLOOR DRAINS SHALL HAVE CAST IRON DEEP SEAL TRAPS WITH PROSET TRAP GUARDS, NOT TO BE INTEGRAL WITH DRAINS.
B. SINKS AND LAVATORIES SHALL HAVE CHROME PLATED COPPER P-TRAPS, 17 GA. MINIMUM.

V. ESCUTCHEON PLATES

A. CHROME PLATED ESCUTCHEON PLATES FOR ALL EXPOSED PIPE PASSING THROUGH WALLS, FLOORS, OR CEILINGS.

VI. FLOOR DRAINS AND FLOOR SINKS

A. FLOOR DRAINS SHALL BE EQUAL TO ZURN MODEL ZN-415-B WITH 5" ROUND STRAINER.
B. FLOOR RECEPTOR SHALL BE EQUAL TO ZURN MODEL ZS-1900-2 (1/2 GRATE).

VII. PIPE INSULATION

A. PROVIDE RIGID FIBERGLASS PIPE INSULATION WITH INTEGRAL VAPOR BARRIER. INSULATE HOT AND COLD WATER PIPING IN ACCORDANCE WITH 2018 IECC TABLE C403.11.3.

FLUID OPERATING TEMPERATURE RANGE (°F)	INSULATION CONDUCTIVITY		NOMINAL PIPE SIZE (INCHES)			
	CONDUCTIVITY (BTU*in.)/(h*ft²*°F)	MEAN RATING TEMPERATURE (°F)	d<1	1<d<1-1/2	1-1/2<d<4	4<d<8
> 350	0.32 - 0.34	250	4.5	5.0	5.0	5.0
251 - 350	0.29 - 0.32	200	3.0	4.0	4.5	4.5
201 - 250	0.27 - 0.30	150	2.5	2.5	2.5	3.0
141 - 200	0.25 - 0.29	125	1.5	1.5	2.0	2.0
105 - 140	0.21 - 0.28	100	1.0	1.0	1.5	1.5
40 - 60	0.21 - 0.27	75	0.5	0.5	1.0	1.0
< 40	0.20 - 0.26	50	0.5	1.0	1.0	1.0

PART 3 - EXECUTION

I. INSTALLATION OF PIPING

A. ALL BELOW GRADE PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH IPC SECTION 306, TRENCHING, EXCAVATION AND BACKFILL.
B. ON VERTICAL SANITARY DRAIN LINES, CONNECT ALL SOIL AND WASTE INLETS THROUGH SANITARY TEES, WYES, OR WYES AND EIGHT BENDS. SHORT RADIUS FITTINGS MAY BE USED FOR VENT PIPING. ON HORIZONTAL LINES, JOINING OF ALL WASTE AND SOIL CONNECTIONS THROUGH WYES, OR WYES AND EIGHT BENDS. DOUBLE BRANCH FITTINGS MAY BE USED ON VERTICAL LINES AND HORIZONTAL RUNS PROVIDING PROPER GRADES CAN BE MAINTAINED.
C. MAKE SCREW JOINTS BETWEEN CAST IRON PIPES AND OTHER PIPES WATER-TIGHT WITH APPROVED COMPOUND, JOIN BELL & SPIGOT PIPING WITH THE USE OF AN APPROVED NEOPRENE RUBBER GASKET CONFORMING TO ASTM C 564.
D. LAY HORIZONTAL DRAIN PIPES TO UNIFORM GRADE; RISER PIPES, VERTICAL, MAKE CHANGES IN DIRECTIONS OF DRAIN PIPES WITH LONG BENDS, NO SCREWED JOINTS PERMITTED IN DRAIN PIPES, EXCEPT AS DESCRIBED HEREIN BEFORE.
E. PITCH ALL HORIZONTAL DRAINS 1/8" PER FOOT MINIMUM, OR AS PER LOCAL CODE.
F. PROVIDE CLEANOUTS AT EVERY CHANGE IN DIRECTION OF MORE THAN FORTY-FIVE DEGREES AND EVERY FIFTY FEET AS REQUIRED BY LOCAL CODES.
G. CUT BRASS AND COPPER PIPE BY MEANS OF A TUBING CUTTER. REMOVE ALL BURRS AND METAL CHIPS, DIRT, ETC., BEFORE JOINING PIPE. CHROME PLATED PIPE SHALL SHOW NO WRENCH MARKS AFTER INSTALLATION; NO THREADS SHALL SHOW.
H. ADEQUATELY SUPPORT ALL PIPING ABOVE FLOORS, INSIDE THE BUILDING FROM OR ON THE BUILDING STRUCTURE. SUPPORT PIPING SUSPENDED FROM THE BUILDING STRUCTURE BY MEANS OF THE SPECIFIED PIPE HANGERS AND RODS. MAKE MAXIMUM SPACING BETWEEN PIPE SUPPORTS AS FOLLOWS:

PIPE MATERIAL	MAXIMUM HORIZONTAL SPAN
CAST-IRON	5'
COPPER PIPE	12'
COPPER TUBING SIZES	
1-1/2" AND LARGER	10'
COPPER TUBING SIZES	
1-1/4" AND SMALLER	6'
PEX PIPE	2,67' (32")
PVC PIPE	4'

H. SUPPORT VERTICAL PIPING AT BASE OF RISER AND AT EVERY 10'-0" OF RISE, EXCEPT PEX PIPE WHICH SHALL BE SUPPORTED EVERY 4'-0" OF VERTICAL RISE.

II. INSTALLATION OF VALVES

A. ISOLATE ALL MAJOR ASSEMBLIES AS SHOWN ON THE DRAWINGS AND AS REQUIRED FOR PROPER OPERATION AND MAINTENANCE. ALL VALVES SHALL BE ACCESSIBLE. PROVIDE VALVE BOXES AND ACCESS PANELS WHERE REQUIRED FOR ACCESSIBILITY.
B. PROVIDE DOMESTIC WATER AND GAS SHUT-OFF IN THE UTILITY AREA OF EACH INDIVIDUAL UNIT. SHUT-OFF VALVES SHALL BE LOCKING TYPE, AND UPSTREAM OF SUBMETERS. LOCKS PROVIDED BY OWNER.

III. INSTALLATION OF TRAPS

A. TRAP EACH FIXTURE BY WATER SEALING TRAP PLACED AS NEAR THE FIXTURE AS POSSIBLE.
B. VENT ALL TRAPS AS PER LOCAL PLUMBING CODE REQUIREMENTS.

IV. INSTALLATION OF PIPE SLEEVES

A. INSTALL PIPE SLEEVES AT ALL LOCATIONS WHERE PIPE PASSES THROUGH WALLS, FLOORS, OR CEILINGS ABOVE OR BELOW GRADE.
B. WHERE SUBJECT TO MOISTURE, SEAL SLEEVES WITH WATER-TIGHT SEALANT.

V. INSTALLATION OF AIR CHAMBERS

A. INSTALL A WATER HAMMER ARRESTOR AT EACH FIXTURE, OR GROUP OF FIXTURES. WATER HAMMER ARRESTERS, SHALL BE ZURN SHOKTROL SIZED AND INSTALLED PER MANUFACTURER'S RECOMMENDATION.

VI. INSTALLATION OF FIXTURE TRIM AND FITTINGS

A. INSTALL THE FIXTURE TRIM AND FITTINGS SPECIFIED, TAKING CARE TO PROPERLY ANCHOR EACH FIXTURE.
B. WHEN THE USE OF A WRENCH IS NECESSARY ON CHROMIUM PLATED PIPING, PROTECT THE PIPE FROM MARRING BY USE OF FELT OF CLOTH WRAPPING BENEATH WRENCH JAWS.
C. FLEXIBLE SUPPLIES TO FIXTURES SHALL COMPLY WITH ASME A112.18.6, AND ACCESS SHALL BE PROVIDED PER 2012 IPC.

VII. INSTALLATION OF GAS PIPING

A. INSTALL GAS PIPING IN ACCORDANCE WITH ALL APPLICABLE CODES. INSTALLATION SHALL CONFORM TO SMACNA GUIDELINES FOR SEISMIC CONSIDERATIONS AT PROJECT LOCATION.
B. PAINT EXPOSED GAS PIPING WITH ONE COAT PRIMER AND TWO COATS OF YELLOW EPOXY.

VIII. INSTALLATION OF PIPE INSULATION

A. INSULATE ALL WATER PIPING AND CONDENSATE DRAINAGE PIPING. ALSO INSULATE ALL DRAIN LINES FROM ICE BINS.

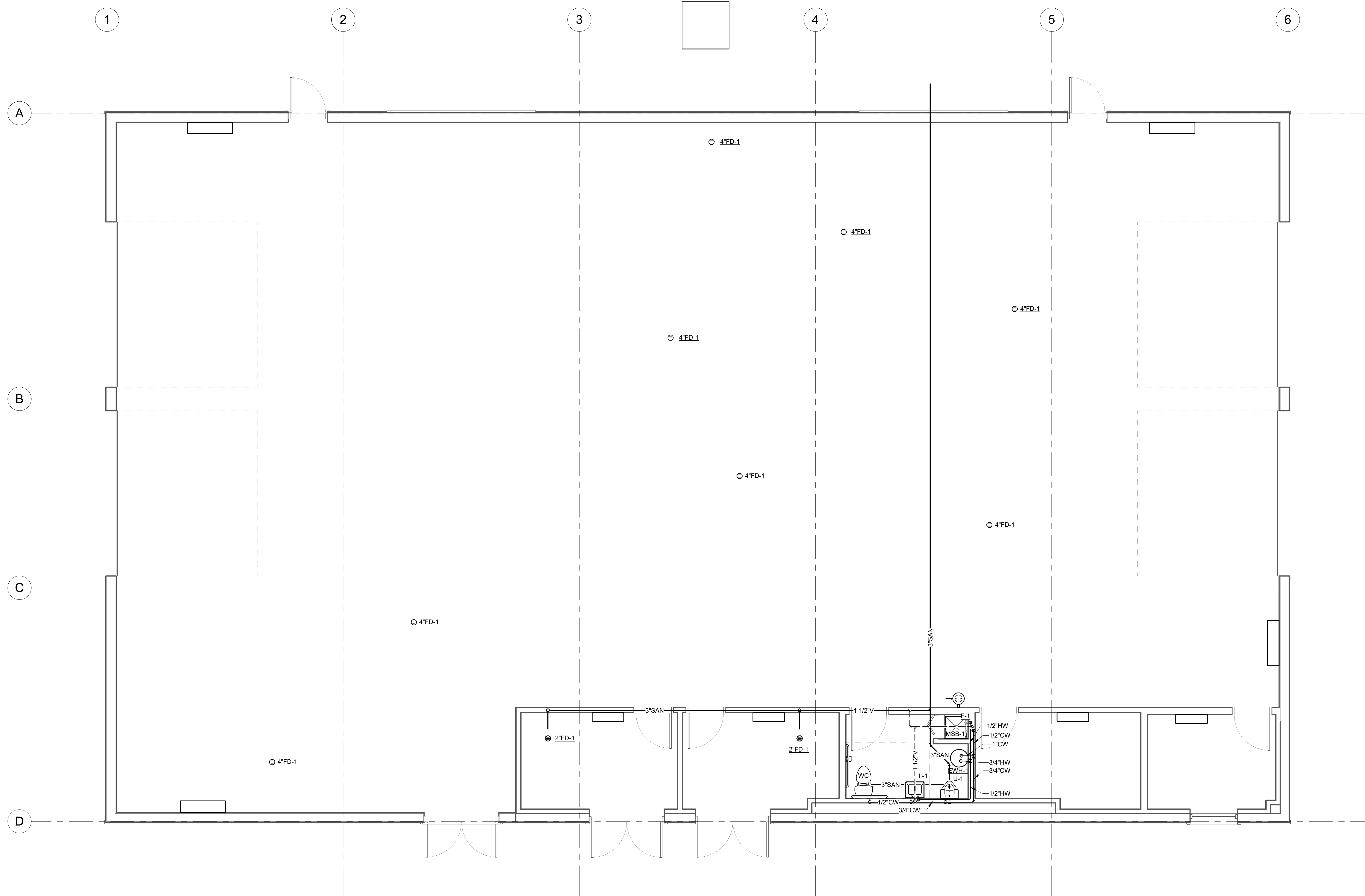
IX. TESTS AND INSPECTIONS

A. MAKE ALL WATER, AIR AND GAS TESTS OF THE PIPING SYSTEMS IN THE PRESENCE OF AND TO THE SATISFACTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE, AND LOCAL OFFICIALS. CONDUCT THESE TESTS AT SUCH PLACES AND WITH TIMING TO PERMIT WORK TO PROCEED WITH AS LITTLE INTERRUPTION AS POSSIBLE. MAKE TEST BEFORE WORK IS CONCEALED.
B. TEST WATER PIPING TO HYDROSTATIC PRESSURE OF 150 PSI AND HOLD FOR 4 HOURS WITH LESS THAN 2 PSI LOSS IN PRESSURE. TEST GAS PIPING AS PER NFPA-54 AND/OR LOCAL AUTHORITY.
C. AFTER THE INSTALLATION OF SANITARY PIPING AND BEFORE THE PIPE IS CONCEALED OR THE FIXTURES ARE INSTALLED, CAP OR PLUG THE ENDS OF THE SYSTEM AND FILL ALL LINES WITH WATER TO TOP OF VENTS (BUT NOT LESS THAN 10' OF HEAD), ALLOW TO STAND UNTIL A THOROUGH INSPECTION HAS BEEN MADE. SHOULD LEAKS APPEAR, MAKE NECESSARY CORRECTIONS AND REPEAT THE TESTS UNTIL THE SYSTEM IS TIGHT.
D. DO NOT USE RESIN, CANDLE WAX, OR ANY OTHER SUCH SUBSTANCE FOR STOPPING LEADS IN CAST IRON SOIL, WASTE OR VENT LINES. CAULKING OF SCREW JOINTS TO STOP LEAKS WILL NOT BE PERMITTED.
E. LABEL ALL VALVES IN EQUIPMENT ROOM AS TO SERVICE AND FUNCTION WITH BRASS TAGS. PLACE ON VALVES WITH STEEL RINGS. LABEL COLD WATER PIPING, HOT WATER (140°F & 110°F) PIPING, HOT WATER RETURN PIPING AND GAS PIPING WITH PIPE MARKERS. VALVE LABELS AND PIPE MARKERS SHALL BE SET ON NAME PLATE.

X. STERILIZATION

A. THE STERILIZATION PROCESS SHALL COMPLY WITH ALL GOVERNING REGULATIONS AND WITH THE STERILIZATION PROCEDURES RECOMMENDED BY THE AMERICAN WATER WORKS ASSOCIATION. THE CHLORINATION PROCESS MAY BE SIMPLIFIED BY FIRST FLUSHING THE SYSTEM THOROUGHLY CLEAN, THEN CHARGING WITH WATER CONTAINING A MINIMUM OF 50 PARTS PER MILLION OF CHLORINE, ALLOWING THIS TO STAND FOR 24 HOURS, THEN THOROUGHLY FLUSHING. AFTER STERILIZATION AND FINAL FLUSHING, THE LOCAL HEALTH AUTHORITY IS TO BE NOTIFIED, AND THEIR FINAL APPROVAL OBTAINED IN WRITING.

END OF SECTION 22 00 00



1 PLUMBING-PLAN
1/4" = 1'-0"

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PROJECT ADDRESS
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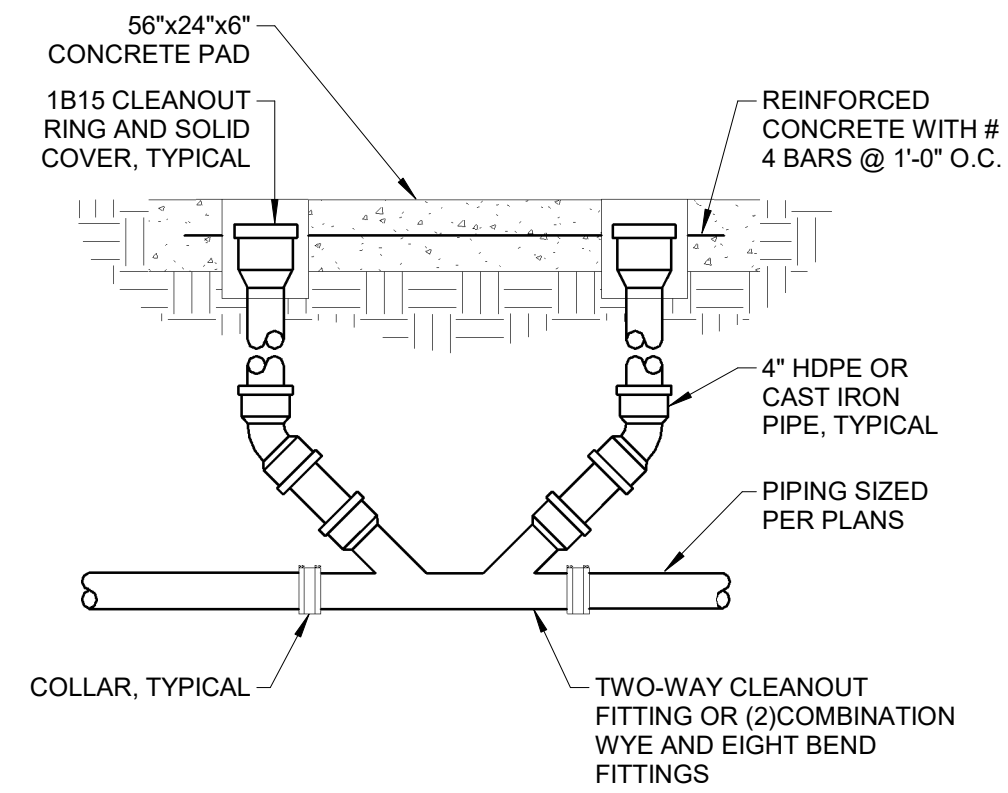
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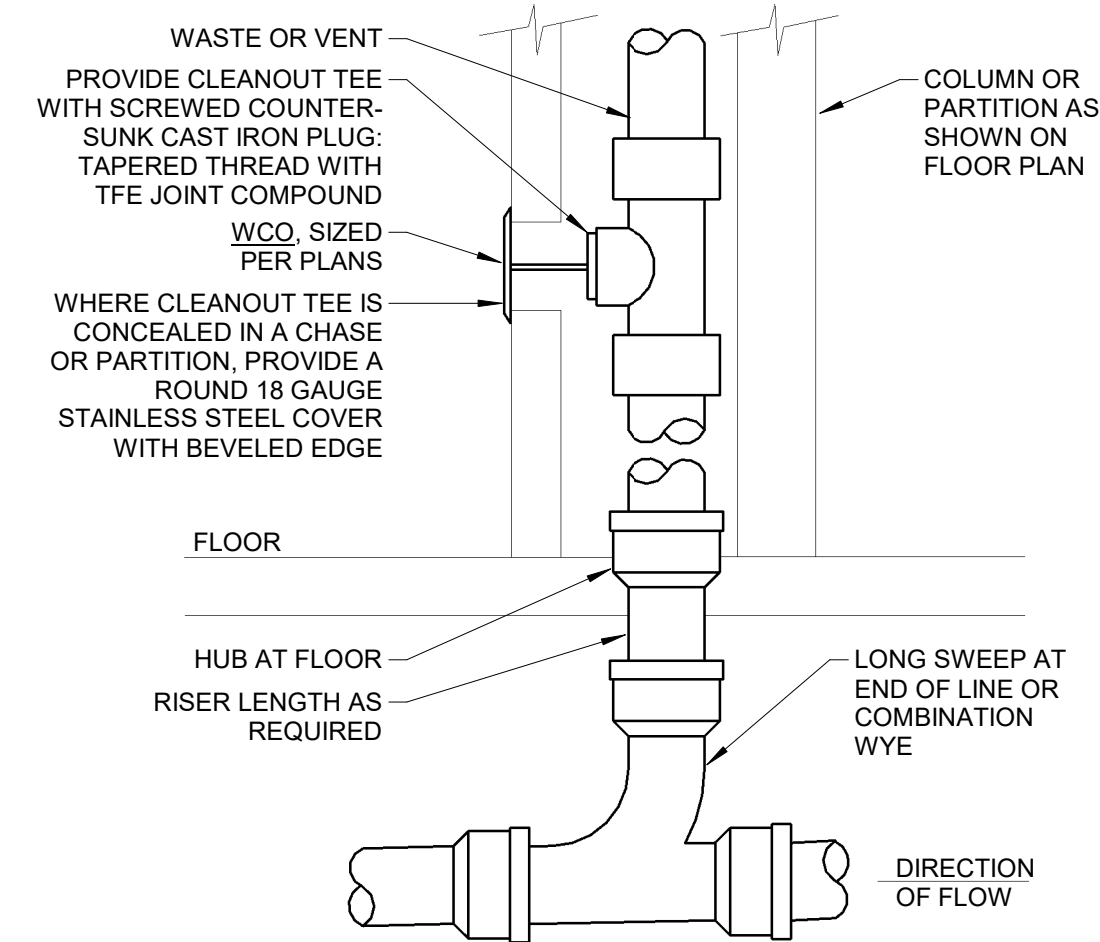
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PLUMBING FLOOR
PLAN

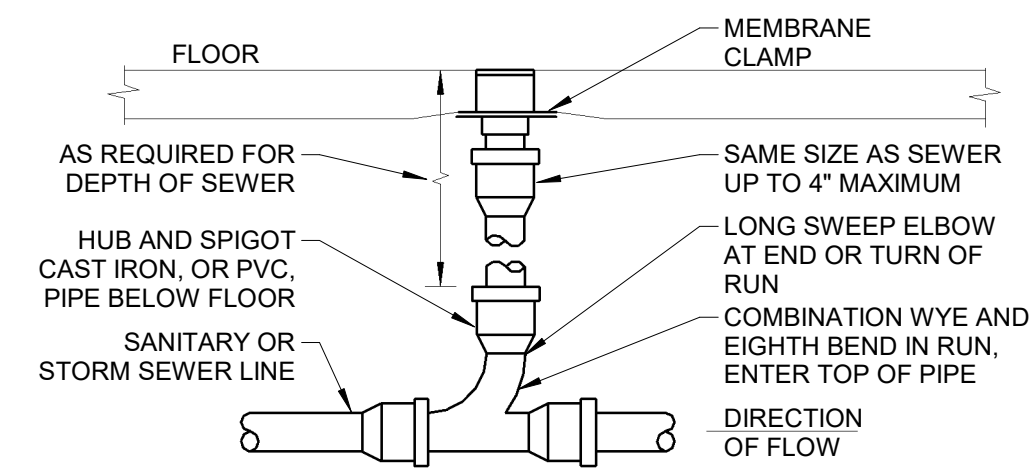
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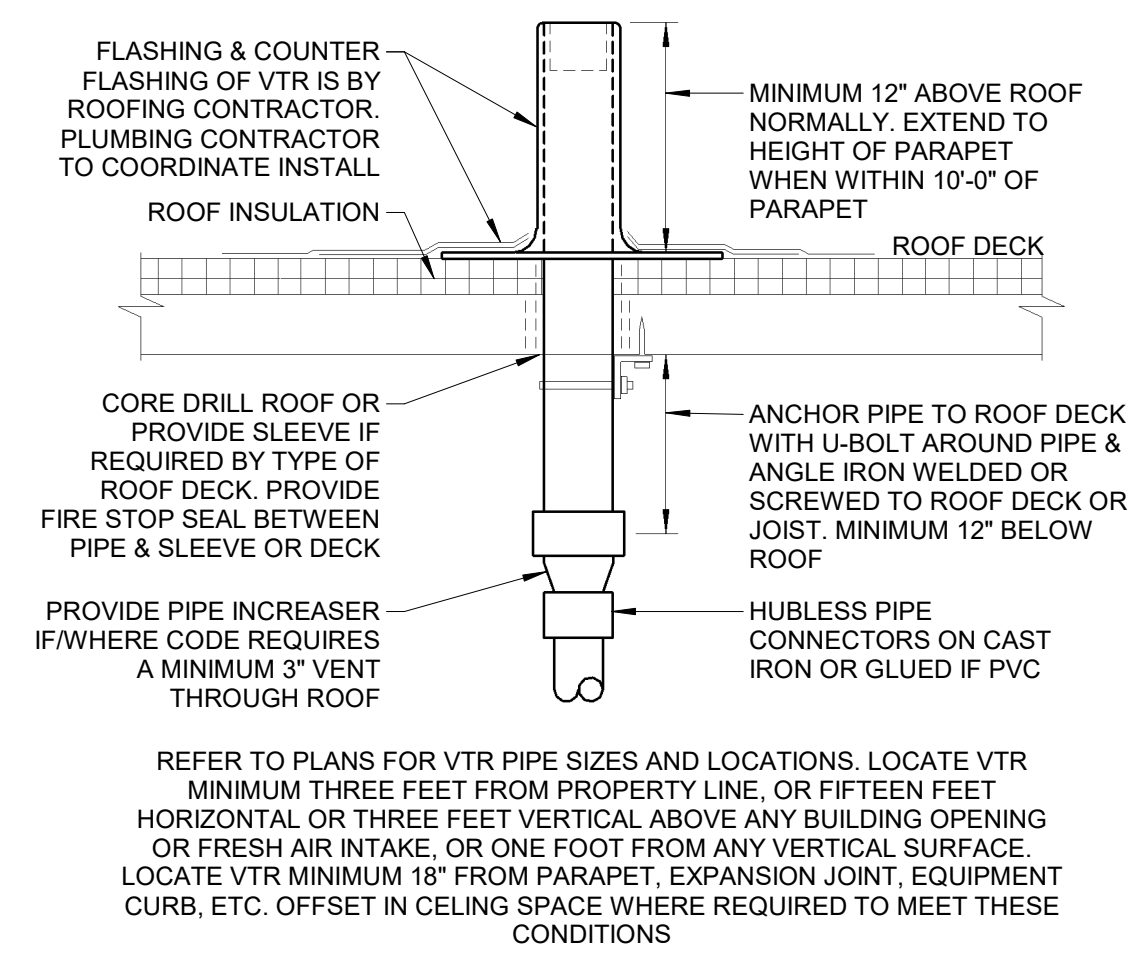
1 TWO-WAY GRADE CLEANOUT DETAIL



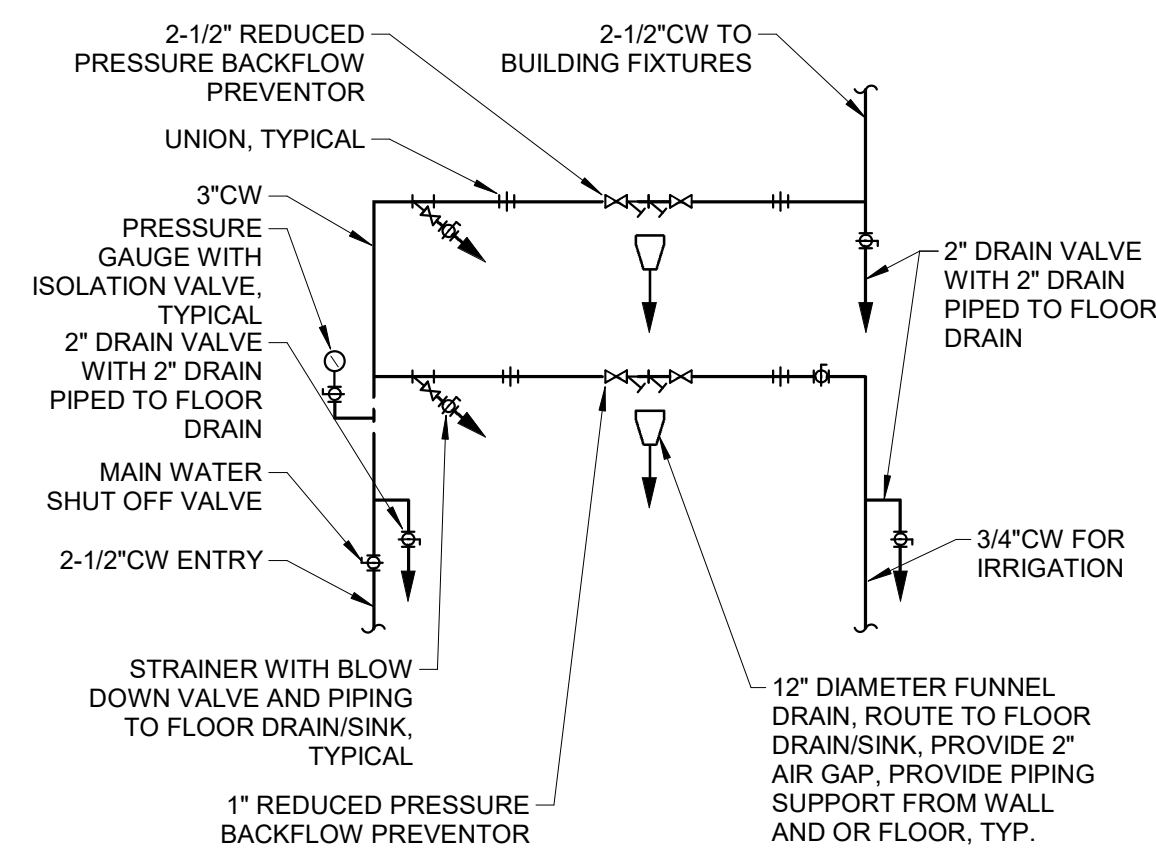
2 TYPICAL WALL CLEANOUT DETAIL



3 TYPICAL FLOOR/GRADE CLEANOUT DETAIL



4 VENT THRU ROOF DETAIL



5 DOMESTIC CW ENTRY DETAIL

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PLUMBING
DETAILS
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PLUMBING
SCHEDULES
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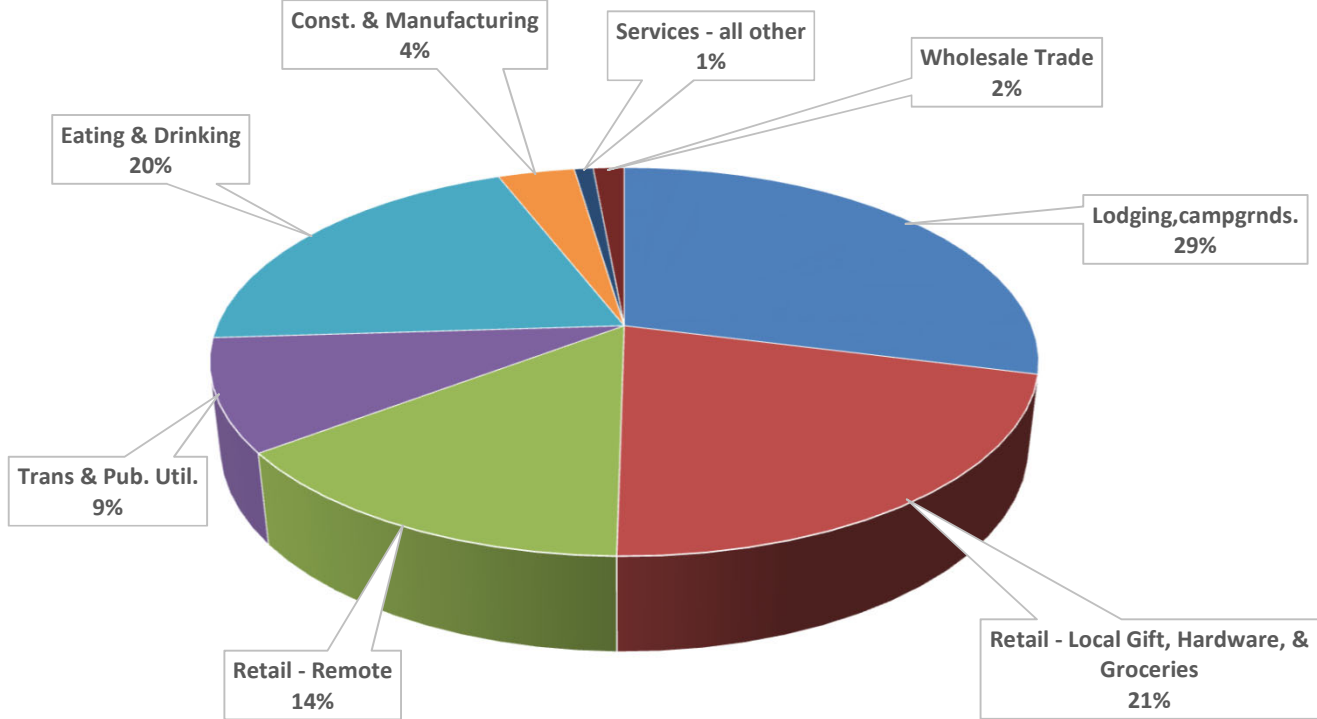
PLUMBING FIXTURE SCHEDULE												
PLAN CODE	DESCRIPTION	FIXTURE BASIS OF DESIGN		ACCESSORIES		REMARKS	FLOW GPF/GPM	ADA	WASTE	VENT	CW	HW
		MANUFACTURER	MODEL	COMPONENT	MANUFACTURER							
F-1	FAUCET	ZURN	Z843M1	-	-	BRASS BODY, CHROME PLATED, 8" CENTERS, VACUUM BREAKER, INTERNAL STOPS AND CHECKS WITH PAIL HOOK AND ADJUSTABLE BRACE	2.0	YES	-	-	3/4"	3/4"
L-1	LAVATORY	KOHLER	K-2005	FAUCET	DELTA 501LF-HGMHDF	VITREOUS CHINA, WALL HUNG, 4" CENTERS, PROVIDE WITH CARRIER, COORDINATE WITH WALL THICKNESS, MANUALLY OPERATED FAUCET, W/ BELOW DECK TMV MANIFOLD, PROVIDE GRID DRAIN, 17 GAUGE P-TRAP, ANGLE SUPPLIES W/L.K. STOPS, INSULATION KIT.	0.5	YES	2"	1-1/2"	1/2"	1/2"
MSB-1	MOP SERVICE BASIN	FIAT	MSB2424	FAUCET	FIAT 830AA	MOLDED STONE, 24"x24"x10" WITH STAINLESS STEEL DRAIN AND DOME STRAINER, SERVICE FAUCET, CHROME PLATED WITH INTERNAL STOPS AND CHECKS, VACUUM BREAKER, PAIL HOOK, ADJUSTABLE WALL BRACE.	-	-	3"	2"	1/2"	1/2"
U-1	URINAL	KOHLER	K-4991-ET	FLUSH VALVE	SLOAN 186-0.25	VITREOUS CHINA URINAL WITH TOP SPUD AND MANUALLY OPERATED FLUSH VALVE. RE: ARCH FOR EXACT MOUNTING HEIGHT.	0.25	YES	2"	1-1/2"	3/4"	-
WC-2	WATER CLOSET	KOHLER	K-25077	SEAT	KOHLER K-4650-A	FLOOR MOUNTED, TANK TYPE, ELONGATED RIM, OPEN FRONT SOLID PLASTIC SEAT W/ ANTIMICROBIAL FINISH, PROVIDE ANGLE SUPPLY W/ L.K. STOPS	1.28	YES	4"	2"	1/2"	-

PLUMBING ACCESSORY SCHEDULE														
PLAN CODE	DESCRIPTION	MANUFACTURER	MODEL	REMARKS						WASTE	VENT	CW	HW	
2"FD-1	FLOOR DRAIN	ZURN	ZN-415-5B-P	CAST IRON							3"	1 1/2"	-	-
4"FD-1	FLOOR DRAIN	JOSAM	30000-A	CAST IRON							4"	2"	-	-

ELECTRIC WATER HEATER SCHEDULE												
PLAN CODE	MANUFACTURER & MODEL	SERVICES	GPH RECOVERY @ 100°F RISE	CAPACITY (GAL)	HEATING CAPACITY (KW)	VOLTAGE	PHASE	DIMENSIONS			WEIGHT (LBS)	NOTES
								HEIGHT	WIDTH	DEPTH		
EW-1	BRADFORD WHITE LE120U3-1	DOMESTIC HOT WATER	12	19	3	277	1	24 3/4"	18"	18"	59	1-3

1. PROVIDE WITH T&P RELIEF VALVE PIPED TO MOP SINK.
2. MOUNT HEATER ON STAND SUPPORTED FROM STRUCTURE, SEE DETAIL.
3. PROVIDE VACUUM BREAKER ON CW INLET, LOCATED ABOVE TOP OF UNIT.

City of Ouray
January 2022 Sales Tax Revenues by Business Category
(received in March 2022)

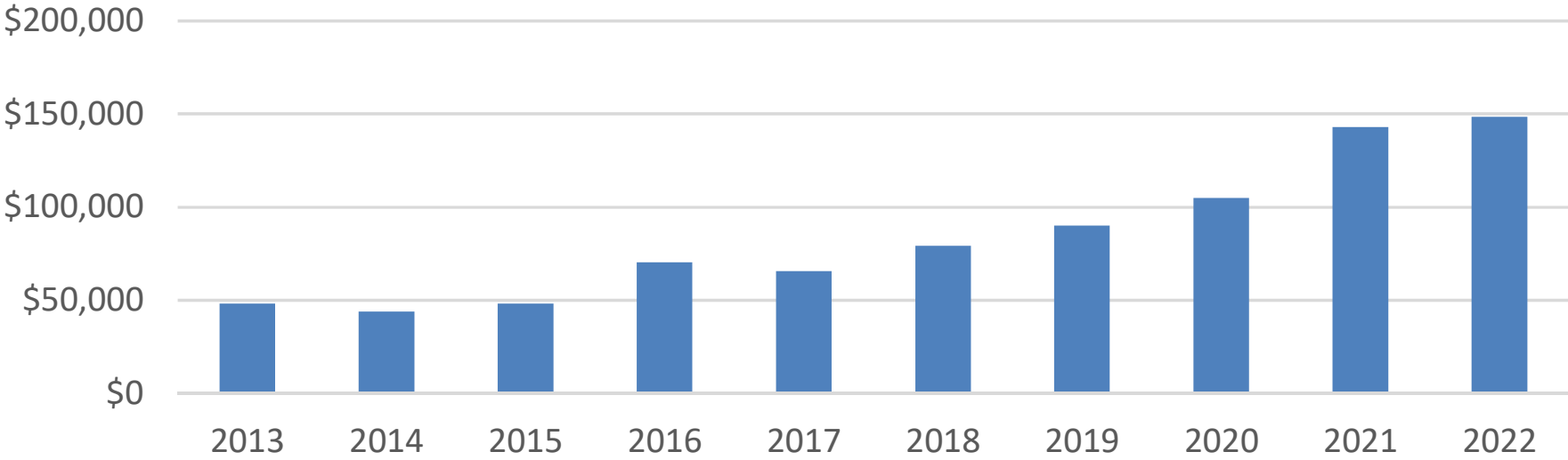


CITY OF OURAY
2022 MONTHLY SALES TAX REVENUES BY BUSINESS CATEGORY

(1) Month tax received from State of Colorado, representing sales from two months earlier (e.g. tax shown as APRIL is mostly from FEBRUARY)

2022 SALES TAX REVENUES BY BUSINESS CATEGORY							
(1) Funds received by City in: July (mostly re: May)							
Business Category	January	February	March	April	May	June	
Lodging, campgrnds.	\$ 36,442.44	\$ 48,592.86	\$ 43,048.97				
Retail - Local Gift, Hardware, & Groceries	\$ 31,458.66	\$ 39,424.05	\$ 31,597.29				
Retail - Remote	\$ 37,822.36	\$ 39,440.45	\$ 21,455.17				
Trans & Pub. Util.	10,595.57	11,994.95	13,844.21				
Eating & Drinking	18,180.96	29,458.33	29,869.52				
Const. & Manufacturing	7,699.75	6,439.43	5,300.13				
Services - all other	1,736.77	5,116.91	1,312.15				
Wholesale Trade	1,723.78	1,747.95	2,148.26				
TOTAL	\$ 145,660.29	\$ 182,214.93	\$ 148,575.70	\$ -	\$ -	\$ -	
Business Category	July	August	September	October	November	December	Year-to-date
Lodging, campgrnds.							\$ 128,084.27
Retail - Local Gift, Hardware, & Groceries							\$ 102,480.00
Retail - Remote							\$ 98,717.98
Trans & Pub. Util.							36,434.73
Eating & Drinking							77,508.81
Const. & Manufacturing							19,439.31
Services - all other							8,165.83
Wholesale Trade							5,619.99
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476,450.92

CITY OF OURAY
JANUARY SALES TAX REVENUE COMPARISON
Over Past 10 Years



Notes: Figures represent Revenue Received in March
Sales Tax increased from 3% to 4% on January 1, 2016

CITY OF OURAY
SALES TAX REVENUES BY BUSINESS CATEGORY 2013-2022

SALES TAX REVENUES BY BUSINESS CATEGORY

Business Category	Funds received by City in March (mostly re: January) of:									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Lodging, campgrnds.	\$ 10,038.41	\$ 11,491.55	\$ 16,302.70	\$ 19,928.67	\$ 19,396.51	\$ 25,429.29	\$ 28,795.73	\$ 32,270.70	\$ 44,754.54	\$ 43,048.97
Retail - Local Gift, Hardware, & Groceries								\$ 18,926.37	\$ 25,734.23	\$ 31,597.29
Retail - Remote								\$ 13,972.85	\$ 25,877.98	\$ 21,455.17
Retail - groceries, liquor, candy, hardw	3,386.36	5,169.48	6,105.99	12,203.43	11,497.76	13,388.91	25,020.27			
Retail - gift, souvenir, variety, books	4,409.22	4,478.21	5,046.44	7,566.37	7,405.60	7,963.39	1,688.88			
Trans & Pub. Util.	9,268.20	8,857.41	10,823.56	8,857.92	8,380.85	8,225.15	8,921.19	11,518.84	13,382.39	13,844.21
Eating & Drinking	15,647.78	6,408.14	7,057.26	13,693.37	10,231.00	14,923.52	14,541.71	25,248.24	27,495.58	29,869.52
Const. & Manufacturing	2,532.56	4,892.67	3,995.65	6,861.62	6,296.02	6,837.63	8,063.58	1,205.57	747.51	5,300.13
Services - all other	607.00	529.28	819.99	899.12	821.72	1,989.72	1,263.49	1,002.37	2,341.32	1,312.15
Finance, Ins. Real Estate	2,000.93	1,975.82	(2,003.02)	158.43	1,550.34	440.83	970.95			
Wholesale Trade	162.00	34.99	43.00	73.10	80.40	183.49	992.09	878.12	2,516.98	2,148.26
Mining	-	-	-	-	-	-	-	-	-	-
All Other	128.25	14.25	45.00	-	-	-	-	-	-	-
TOTAL	\$ 48,180.71	\$ 43,851.80	\$ 48,236.57	\$ 70,242.03	\$ 65,660.20	\$ 79,381.93	\$ 90,257.89	\$ 105,023.06	\$ 142,850.53	\$ 148,575.70
						\$2,991.19 out-of-period	\$3,196.17 out-of-period	\$7,138.03 out-of-period	\$8,038.42 out-of-period	\$6,339.96 out-of-period

Year to Date Sales Tax Comparison

Percentage Change
from 2021

January 2021 Activity	\$	142,850.53	
January 2022 Activity	\$	148,575.70	4%

Ouray Lodging Occ. Tax Collection Summary

ROOMS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	22 vs 21
Month											
January	4343	4349	5712	5826	5113	5782	6196	6245	5936	6734	13.44%
February	3673	3874	4816	5226	4509	5085	5593	4641	7189		
March	2746	2949	3394	3638	3499	4763	4152	1952	6993		
April	1661	1836	2236	2660	2411	3080	2857	32	4941		
May	4248	4149	5047	5850	5939	7396	7894	3111	11093		
June	10971	10718	12015	13521	14494	14578	15026	12736	17520		
July	16285	17248	19171	19960	20248	19802	19482	20444	20509		
August	13688	15198	16477	16949	17344	17613	18629	16919	20798		
September	12004	13377	15478	16149	16526	17743	18498	17564	13517		
October	5825	6450	7937	7691	7762	7462	9407	12877	12038		
November	2084	1936	2141	2113	2674	2856	3237	3864	3199		
December	3589	3696	3656	3382	4226	5038	4268	5153	5237		
Total Rooms	81117	85780	98080	102965	104745	111198	115239	105538	128970	6734	

DOLLARS											
January	\$11,729	\$11,848	\$15,867	\$15,819	\$13,795	\$16,294	\$22,444	\$25,204	\$27,107	\$29,038	7.12%
February	\$9,749	\$10,430	\$12,468	\$13,908	\$12,648	\$14,021	\$19,580	\$18,464	\$28,191		
March	\$7,260	\$7,945	\$9,240	\$9,505	\$9,529	\$12,884	\$14,526	\$6,834	\$27,858		
April	\$4,475	\$4,975	\$5,701	\$6,633	\$6,294	\$8,090	\$8,312	\$107	\$18,324		
May	\$11,738	\$11,357	\$13,876	\$15,372	\$15,734	\$19,031	\$22,068	\$7,922	\$41,033		
June	\$28,572	\$28,419	\$31,431	\$34,498	\$36,654	\$36,236	\$62,392	\$51,634	\$100,852		
July	\$42,369	\$44,740	\$47,884	\$49,767	\$50,344	\$49,371	\$110,244	\$114,230	\$138,864		
August	\$35,708	\$40,035	\$41,643	\$41,801	\$42,090	\$43,236	\$90,952	\$92,809	\$127,157		
September	\$32,326	\$35,960	\$40,336	\$41,704	\$41,965	\$44,480	\$79,505	\$93,050	\$98,575		
October	\$15,848	\$17,556	\$21,385	\$20,717	\$20,355	\$19,711	\$37,511	\$60,690	\$54,480		
November	\$5,348	\$5,092	\$5,136	\$5,802	\$7,079	\$7,000	\$10,367	\$15,399	\$14,134		
December	\$9,816	\$9,918	\$9,571	\$9,590	\$11,882	\$13,622	\$17,593	\$24,892	\$29,038		
Total Dollars	\$214,938	\$228,275	\$254,538	\$265,116	\$268,369	\$283,976	\$495,494	\$511,234	\$705,613	\$29,038	

Data represents rooms and dollars for month in which lodging activity occurred.
 LOT report and payment are due by 20th of following month.
 "ROOMS" data includes exempt rooms.

OURAY LODGING OCCUPANCY TRENDS

Based on Lodging Occupation Tax Collections

	2020				2021				2022			
	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt	Avail.	Rooms		Exempt
	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms	Rooms	Rented	Occ.%	Rooms
	+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins				+ RVs, Unfurnished Cabins			
January	19301	6245	32.4%	61	16357	5936	36.3%	61	17411	5237	30.1%	0
February	15753	4641	29.5%	103	17752	7189	40.5%	209				
March	13973	1952	14.0%	18	18804	6993	37.2%	364				
April	42	32	76.2%	10	16716	4941	29.6%	191				
May	12725	3111	24.4%	29	20240	11093	54.8%	213				
June	21195	12736	60.1%	28	21576	17520	81.2%	88				
July	22744	20444	89.9%	654	22375	20509	91.7%	121				
August	18745	16919	90.3%	10	23292	20798	89.3%	215				
September	20654	17564	85.0%	30	19088	13517	70.8%	209				
October	19127	12877	67.3%	18	17778	12038	67.7%	95				
November	13475	3864	28.7%	40	13529	3199	23.6%	54				
December	16609	5153	31.0%	107	17411	5237	30.1%	12				
Total	194343	105538	54.3%	1108	224918	128970	57.3%	1832	17411	5237		0

Data represents rooms for month in which lodging activity occurred.

LOT report and payment are due by 20th of following month.

"Rooms Rented" columns includes exempt rooms.

"Exempt Rooms" columns are for memo purposes only.

2022 Lodging Occupation Tax, By Business Category

AVAILABLE ROOMS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	12,692												12,692
Bed and Breakfast	297												297
House, Townhouse, Condo (1)	2,779												2,779
RV Space, Unfurnished Cabin	1,643												1,643
Total Rooms	17,411	-	-	-	-	-	-	-	-	-	-	-	17,411

ROOMS RENTED	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	4,010												4,010
Bed and Breakfast	71												71
House, Townhouse, Condo (1)	547												547
RV Space, Unfurnished Cabin	609												609
Total Rooms	5,237	-	-	-	-	-	-	-	-	-	-	-	5,237

DOLLARS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotel, Motel	\$ 19,790.24												\$ 19,790.24
Bed and Breakfast	\$ 365.84												\$ 365.84
House, Townhouse, Condo (1)	\$ 7,795.38												\$ 7,795.38
RV Space, Unfurnished Cabin	\$ 1,086.55												\$ 1,086.55
Total Dollars	\$ 29,038.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,038.01

(1) For a property that is marketed as a stand-alone short-term rental, for which there are no hotel/motel amenities offered.
 Data represents rooms for month in which lodging activity occurred.
 LOT report and payment are due by 20th of following month.
 "Rooms Rented" columns includes exempt rooms.

City of Ouray Hot Springs Pool and Fitness Center - Visitor and Revenue Trends

(Source: Point of Sale Software)

VISITORS	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	% change from 2021
January	7,639	7,496	9,160	9,287	36	9,392	8,553	8,149	4,961	5,258	5.99%
February	6,380	6,177	7,158	9,095	13	7,342	5,970	7,836	4,824	6,660	38.06%
March	8,367	7,832	10,045	10,087	58	10,468	9,118	3,638	7,697		
April	5,056	4,277	5,691	6,195	16	7,048	5,481	-	7,104		
May	10,407	10,040	11,798	12,065	2,984	13,346	11,397	-	11,580		
June	18,494	18,294	20,970	22,404	18,175	24,764	24,525	1,540	25,977		
July	30,652	29,009	32,485	36,116	37,483	35,943	36,986	6,416	30,994		
August	18,875	21,625	22,377	22,353	25,486	23,936	23,274	12,622	22,179		
September	10,825	10,617	14,334	9,258	16,065	16,397	14,833	11,946	13,612		
October	5,741	6,473	7,360	62	9,834	8,771	9,596	10,699	9,368		
November	6,052	6,576	6,878	49	7,077	7,043	6,920	4,644	6,782		
December	7,117	7,158	7,646	47	10,753	9,046	8,174	4,439	6,317		
TOTAL YEAR	135,605	135,574	155,902	137,018	127,980	173,496	164,827	71,929	151,395		

REVENUE	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	% change from 2021
January	\$ 69,592.57	\$ 70,853.78	\$ 84,848.13	\$ 85,983.09	\$ 2,189.00	\$ 89,885.46	\$ 95,701.53	\$ 99,306.81	\$ 66,989.85	\$ 63,150.43	-5.73%
February	\$ 53,942.51	\$ 58,070.40	\$ 62,350.28	\$ 78,569.69	\$ 724.00	\$ 70,970.13	\$ 65,918.59	\$ 97,215.12	\$ 61,086.55	\$ 85,609.20	40.14%
March	\$ 71,253.08	\$ 73,228.30	\$ 92,289.88	\$ 84,745.80	\$ 1,012.00	\$ 102,232.15	\$ 108,526.39	\$ 47,810.30	\$ 106,419.45	\$ -	
April	\$ 40,718.09	\$ 35,578.60	\$ 50,940.75	\$ 52,112.54	\$ 2,234.00	\$ 72,957.12	\$ 62,025.47	\$ -	\$ 98,819.49	\$ -	
May	\$ 92,099.46	\$ 90,214.50	\$ 109,383.77	\$ 108,047.29	\$ 123,474.60	\$ 155,881.40	\$ 138,237.34	\$ -	\$ 162,720.12	\$ -	
June	\$ 184,665.49	\$ 175,517.27	\$ 186,061.57	\$ 211,853.56	\$ 166,974.02	\$ 317,542.31	\$ 311,093.17	\$ 19,273.04	\$ 352,538.72	\$ -	
July	\$ 273,929.96	\$ 278,448.14	\$ 300,620.51	\$ 332,026.16	\$ 479,802.39	\$ 455,519.84	\$ 474,330.32	\$ 74,169.01	\$ 428,489.09	\$ -	
August	\$ 169,419.68	\$ 196,542.94	\$ 194,321.61	\$ 198,465.34	\$ 326,151.96	\$ 308,882.04	\$ 295,953.46	\$ 165,977.58	\$ 312,872.14	\$ -	
September	\$ 90,904.86	\$ 93,619.70	\$ 127,909.15	\$ 80,149.87	\$ 184,807.92	\$ 200,777.07	\$ 188,131.33	\$ 158,666.78	\$ 186,412.51	\$ -	
October	\$ 51,079.71	\$ 56,515.76	\$ 63,216.05	\$ 2,737.00	\$ 82,537.92	\$ 99,235.68	\$ 120,843.43	\$ 145,302.53	\$ 131,806.01	\$ -	
November	\$ 48,744.63	\$ 55,891.66	\$ 54,218.80	\$ 1,796.25	\$ 62,435.74	\$ 84,885.49	\$ 83,976.37	\$ 58,403.16	\$ 88,639.21	\$ -	
December	\$ 75,289.46	\$ 73,048.24	\$ 74,421.59	\$ 1,957.00	\$ 112,212.40	\$ 111,645.98	\$ 105,050.32	\$ 60,304.81	\$ 79,891.78	\$ -	
TOTAL YEAR	\$ 1,221,639.50	\$ 1,257,529.29	\$ 1,400,582.09	\$ 1,238,443.59	\$ 1,544,555.95	\$ 2,070,414.67	\$ 2,049,787.72	\$ 926,429.14	\$ 2,076,684.92		

2022 1st Quarter IT Highlights

- Purchased and configured Owl Pro for better video capabilities in City Council and Planning Commission Zoom meetings. The use in Council and Planning Commission meetings is a hybrid use that provides a focused view along with a panoramic view of the room in one device. The portability of the system provides multiple use cases.
- Received and upgraded credit card readers for new ActiveNet deployment in use at the Ouray Hot Springs.
- Installed and configured 7 new switches City Wide towards network standardization and higher scalability.
- Replaced 3 wireless access points for security and supported capabilities
- Completed Transition from MS Exchange online to Google Workspace for all users opening up new capabilities for collaboration and device management in a secure Cloud environment. Coordinated with 3rd party vendor to complete the transition with email/calendar migration. A grant for \$4,050 was obtained to cover the transition and migration cost.
- Replaced an old wall mount rack in City Hall with upgraded capabilities. starting transition from server rack to wall mount.
- Moved Voice Server virtual machine to CNL on newer system
- Monitored CNL use to make sure aisles were not being blocked as racks are populated
- Replaced batteries for backup in CNL rack and new City hall rack.
- Coordinated with Region 10 for IRU discussions.
- Renewed security system license
- Researched and obtained pricing for new endpoint security and security system capabilities.
- Working through supply chain issues that are ongoing in IT systems
- Helped the Ouray Library with a networking problem and recommendation for computer placement. Working on a proposal for shared IT service.
- Completed and submitted a grant application with pictures for increased camera capabilities, \$25K.
- Completed kick-off and viewed training for Security Awareness KnowBe4. Training to be offered to staff and council in Q2 2022.
- Upgraded Open Source system monitoring capabilities for better alerting. Now receiving daily health system reports.
- As part of the Google transition, I now have a Cloud Windows server to evaluate Google Cloud vs On-Premise resources for future server capabilities and cost.
- Continued critical system security patching
- Continued End User Support

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

TO: Ouray City Council
FROM: Lily Oswald, Community Development Coordinator
DATE: March 17, 2022
FOR: March 21, 2022
SUBJECT: Community Development Department Report

CURRENT PLANNING

Staff is working on the following projects:

- Applying for the County Special Use Permits (SUPs) for the water and wastewater treatment facility applications including future noticing requirements.
- Managing Short-Term Rental coordination (applications, renewals, expiration notifications, Building Inspection updates). Working with STR owners/managers through new policies/changes to status.
 - Working with Deckard/Rentalscape for STR management/monitoring and address identification.
- Hosting various preapplications for small-and large-scale land use projects, lot splits, rezones, minor subdivisions, condominiumization, replats, new single- and multi-family housing units.
- Processing several Site Development and other Land Use/Building Permits.
- Updating the existing Community Development/Building Department forms and webpages for easier processing (recent changes: STR webpage, building forms, drafting a backflow webpage).
 - STR letter was sent to all STR owners/managers in December re: updated renewal policies to be aware of and the excise tax implementation.
- Working with SEH on the City's Land Use & Development Code and Sign Code update process.
- Administering CDPHE's backflow and cross connection program, as required for the City's water system (questionnaires sent to all non-single family properties; surveys to be completed with the Building Inspector; and, creating a comprehensive database of all tests/surveys/data).

CODE ENFORCEMENT

Code enforcement cases continue to be monitored and enforced. Matt Haldeman, the City's Building Inspector, is working on building and STR inspections, plan review, enforcing building codes, administering and surveying properties for the City's backflow program (in accordance with CDPHE requirements). Snow removal continues to be a challenge in Ouray, "First Notice" letters were sent to owners of identified properties who had snow/ice on their sidewalks upon site survey. The Department will work with Council if/when this code provision is under review and as requested.

BACKFLOW PREVENTION PROGRAM

Matt Haldeman has been comprehensively administering and surveying properties for the City's backflow program (in accordance with CDPHE requirements). There is now a [dedicated webpage](#) for these efforts and to provide public resources related to this program. The City is working to ensure property owners submit testing reports on an annual basis.

BUILDING & SIGN PERMITS

Two (2) building permits were issued by the department for the Month of February, and no sign permits were issued in February. Typical review, inspection of, and correspondence re: STR applications was performed.

LONG RANGE PLANNING

- Staff is working with SEH to proceed with the City's Land Use & Development and Sign Code chapter revisions. SEH will host a kick-off meeting to outline the process, goals, and address any concerns during a Joint Meeting with Council and the Planning Commission meeting on **March 21 at 3:00pm**.
- Staff is working on a community-input survey re: Ouray's land use code and development priorities/concerns as part of this process. This survey will be available and distributed shortly.
- Staff is working on compiling a list of properties within Ouray with "erroneous" zoning boundaries. This issue affects a multitude of properties between Ouray's zoning districts and its overlay zones (incl. the National and Local Historic District).

COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE (CEDC)

The CEDC held a meeting on March 10th and discussed member and city updates, recruitment efforts for CEDC, and upcoming 2022 CEDC Roundtables, micro grants, and community-input surveys. The first CEDC Roundtable is set for **March 23 at 8:30am** and will emphasize local employee recruitment, retention, training efforts, and wage discussions with Region 10 and other HR/economic development professionals. The next scheduled CEDC meeting is on **April 14 at 8:30am**. There are vacant seats on the CEDC for anyone who is interested in applying (applications available on the City's website>volunteer opportunities).

PLANNING COMMISSION

The Planning Commission held a regular meeting on March 15th. The Planning Commission considered the following applications:

- Variance Application for property located at 225 6th Avenue (Units 1 & 2) – Denied
- Sketch Plan Application for a PUD at TBD 9th Avenue – Approved; will go before City Council during the next step(s) of the application.

The next Planning Commission meeting is scheduled for **April 12 at 4:00pm**.

MISCELLANEOUS PROJECTS

The following miscellaneous projects have also been taken on by community development staff:

- Code interpretations for developers, realtors, municipalities, and private parties.
- Ongoing addressing discrepancies in city parcels/lots/blocks.
 - 39 address assignments and changes have been made by staff; 3 potential address changes/updates pending.
- Ongoing research and interviews re: community housing projects and options in Colorado.
 - Interviewed the "Landing Locals" program and considered how it could apply to Ouray's STRs.
- Ongoing fulfillment of records requests submitted to the City.
- Ongoing explanation of current STR regulations; providing information to interested/involved parties. Improving the City's website on STRs and backflow-making information more transparent for the public.
- Research into similar municipal fee schedules and land use regulations.
- Research into creative housing solutions, opportunities, and partnerships in the region and meetings with various stakeholders.
- Research into STRs, ADUs, other land use-related policy tools across other municipalities in Colorado. Analyzing differences in language/legalities across municipalities.
- Research into funding and grant opportunities for community- and land use-related projects.

Application for a Special Events Permit

Departmental Use Only

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

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

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

1. Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)
FRIENDS OF THE OURAY LIBRARY - LIBRARY LUNCHEON

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 113 OURAY CO 81427	3. Address of Place to Have Special Event (Include street, city/town and ZIP) 320 6th AVE - MASSARD ROOM OURAY CO 81427
---	---

4. Authorized Representative of Qualifying Organization or Political Candidate Date of Birth Phone Number
BARBARA J MORSS

Authorized Representative's Mailing Address

5. Event Manager Date of Birth Phone Number
KAREN OLSON

Event Manager Home Address (Street, City, State, ZIP)

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
 No Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

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

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

Date	Date	Date	Date	Date
4/23/22				
Hours From 9 A .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 6 P .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature **Barbara J Morss** Title **President** Date **2/25/22**

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City County Telephone Number of City/County Clerk

Signature _____ Title _____ Date _____

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

Liability Information			
License Account Number	Liability Date	State	Total
		.750 / 0001	\$

Submit to Local Licensing Authority

FULL TILT SALOON
PO BOX 691
Ridgway CO 81432

50% STATE
 125% CITY

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		\$

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 FULL TILT SALOON, LLC		Doing Business As Name (DBA) FULL TILT SALOON		
Liquor License # 03-13244	License Type Hotel & Restaurant	Sales Tax License # 33036827	Expiration Date 04/19/2022	Due Date 03/05/2022
Business Address 726 MAIN STREET Ouray CO 81427				Phone Number 7207378953
Mailing Address PO BOX 691 Ridgway CO 81432			Email	
Operating Manager EMILIA TILTON	Date of Birth	Home Address		
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 4/1/2025				
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

CITY OF OURAY, COLORADO

**ORDINANCE NO. 2
SERIES 2022**

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$19,500,000; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF A PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ACTION PREVIOUSLY TAKEN CONCERNING THE REFERENCED LOAN AND PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Ouray (the “City”), in the County of Ouray and State of Colorado, is a duly organized and existing home rule municipality of the State of Colorado (the “State”) created and operating under the Constitution and the laws of the State and the Home Rule Charter of the City (the “Charter”); and

WHEREAS, the members of the City Council of the City (the “Council”) have been duly elected, chosen, and qualified; and

WHEREAS, pursuant to the City’s Home Rule Charter (the “Charter”) and Section 37-45.1-103, C.R.S., the City owns and operates its municipal wastewater system (the “System”) as a government-owned business; and

WHEREAS, the Council has determined that the System constitutes an enterprise (the “Enterprise”) pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Council is the governing body of the Enterprise; and

WHEREAS, the Council has heretofore determined that the interest of the City and the public interest and necessity demand and require replacing the existing lagoon wastewater treatment facility with a new mechanical facility with expanded treatment capacity, and various appurtenant improvements of the System (the “Project”); and

WHEREAS, the Council has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the City to enter into a loan agreement (the “Loan Agreement”) with the Colorado Water Resources and Power Development Authority (“CWRPDA”), a body corporate and political subdivision of the State, pursuant to which CWRPDA shall loan the City an amount of not to exceed \$19,500,000 (the “Loan”) for such purposes; and

WHEREAS, the CWRPDA will obtain money to fund the Loan to the City through the issuance of its bonds (the “CWRDPA Bonds”); and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the “Bond”) to be issued by the City to CWRPDA, and which Bond shall be payable only from revenue of the System; and

WHEREAS, under Section 10.4 of the Charter, the City is authorized to issue revenue bonds payable solely from the net revenues of the System; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires an election to incur any multiple fiscal year obligation unless such obligation is incurred by an enterprise; and

WHEREAS, under TABOR, an enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2021, the Enterprise received grants for the System from all State and local governments combined which were less than 10% of the annual revenue of the System; and

WHEREAS, pursuant to TABOR and the Charter, the Bond and the Loan Agreement (collectively, the “Financing Documents”) may be approved by the Council without an election; and

WHEREAS, the Bond and the Loan Agreement shall be revenue obligations of the City, payable from the Net Revenue (as defined in the Loan Agreement) of the System (the “Pledged Property”); and

WHEREAS, except to secure the Loan and the Bond, the City has not pledged nor hypothecated the Pledged Property derived or to be derived from the operation of the System,

or any part thereof, to the payment of any bonds or for any other purpose, with the result that the Pledged Property may now be pledged lawfully and irrevocably to the payment of the Bond; and

WHEREAS, there have been presented to the Council the forms of the Financing Documents; and

WHEREAS, the Council desires to approve the forms of the Financing Documents and authorize the execution thereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO:

Section 1. Determinations. The Council hereby finds and determines that the System constitutes an enterprise under all applicable State laws. The adoption of this Ordinance does not adversely impact the enterprise status of the System prior to the date hereof.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the City (the “Mayor”) or the City Administrator of the City (the “City Administrator”). The Mayor and City Clerk of the City (the “City Clerk”) are hereby authorized and directed to execute the Financing Documents and to affix the seal of the City thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein, whether executed manually or by electronic signature in accordance with Title 24, Article 71.3, C.R.S., by the Mayor, the City Administrator, the City Clerk, or by other appropriate officers of the City, shall be conclusive evidence of the approval by the City of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the

“Supplemental Act”) provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the provisions of the Supplemental Act to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the City hereby delegates to the Mayor and the City Administrator the independent authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 4:

- i) The interest rate on the Loan;
- ii) The principal amount of the Loan;
- iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- iv) The dates on which the principal of and interest on the Loan are paid; and
- v) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- (i) the net effective interest rate on the Loan shall not exceed 4.0%;
- (ii) the principal amount of the Loan shall not exceed \$19,500,000; and
- (iii) the final maturity of the Loan shall not be later than December 31, 2055.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain a recital that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the City and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents or the Project, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The Town hereby pledges irrevocably, but not necessarily exclusively, the Pledged Property to the payment of the Loan and the Bond. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the approval of this Ordinance.

Section 9. Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Property and the Financing Documents do not constitute a debt within the meaning of any constitutional, Charter or statutory limitation or provision.

No elected or appointed officers or agents of the City shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the City, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Council or any officer or agent of the City acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Bond. Such recourse shall not be available either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of

the Bond and as a part of the consideration of its sale or purchase, CWRPDA specifically waives any such recourse.

Section 11. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing, and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the City for capital expenditures heretofore incurred and paid from City funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 12. City Representative. Pursuant to Exhibit B of the Loan Agreement, the Mayor, the City Administrator, and the Finance Director are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the City, the Bond, or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 13. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the final maturity of the Loan.

Section 14. Direction to Take Authorizing Action. The appropriate officers of the City and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 15. CWRPDA's Official Statement. The appropriate officers and employees of the City are hereby authorized and directed to furnish and supply information concerning the City to CWRPDA for use in the preparation of an Official Statement to be used to market the CWRPDA Bonds.

Section 16. Electronic Signatures; Electronic Transactions. In the event the Mayor, the City Clerk, the City Administrator, the Finance Director or other employee or official of the City that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 17. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 18. Repealer. All orders, resolutions, bylaws, ordinances, or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 19. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution, or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 20. Declaration of Emergency. In order to effect the Project while favorable market conditions exist, it is hereby declared that an emergency exists and that this

Ordinance is immediately necessary for the preservation of the public peace, health, safety, and financial well-being of the City. This Ordinance is hereby declared, pursuant to Section 6.1 (B.) of the Charter, to be exempt from referendum.

Section 21. Effective Date, Recording, Authentication, and Publication. In accordance with Section 3.6 of the Charter, this Ordinance shall be in full force and effect immediately upon adoption by the affirmative votes of at least four members of the Council. A true copy of this Ordinance shall be numbered and recorded in the official records of the City, shall be authenticated by the signatures of the Mayor and the City Clerk, and shall be published and posted as required by the Charter and the adoption, posting, and publication shall be authenticated by the signature of the Mayor and the City Clerk, and by the Certificate of Publication.

PASSED AND APPROVED AT A REGULAR MEETING OF THE CITY OF OURAY AS AN EMERGENCY ORDINANCE ON THIS 21ST DAY OF MARCH, 2022.

CITY OF OURAY, COLORADO

By: _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

(SEAL)

The Ouray County Plaindealer, a newspaper of general circulation within the City on March ____, 2022. The affidavit of publication is attached hereto as **Exhibit B**.

WITNESS my hand and the seal of the City affixed this March 21, 2022.

Melissa M. Drake, City Clerk

(SEAL)

Exhibit A

(Form of Notice of March 21, 2022 Meeting)

Exhibit B

(Affidavit of Publication)

ORDINANCE NO. 03 (Series No. 2022)

**AN ORDINANCE OF THE CITY OF OURAY, COLORADO, REVISING
SEWER RATES; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Ouray (City) has been approved for a Colorado Water Resources and Power Development Authority Loan of \$18,485,000 for the Wastewater Treatment Plant Project on the condition that Sewer Customer Rates be increased by \$9.32 per EQR to cover repayment of the loan; and

WHEREAS, the City is compelled to increase the wastewater treatment surcharge for 2023.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO, as follows:

SECTION 1: That Subsection 9-10(C) 6. of the Code of the City of Ouray, Colorado, is amended to read as follows:

9-10: Water and Sewer Use Rates:

(C): 6. Wastewater Treatment Surcharge is \$43.32 per month per EQR.

SECTION 2: Effective Date. The rate provided for herein shall be effective on or after January 1, 2023.

SECTION 3: Savings Clause. The repeal and amendment of various provisions of the Ouray Municipal Code by this ordinance shall not affect any offense or act committed, any penalty incurred, any contract, right, or duty established or accruing before the effective date of this ordinance.

SECTION 4: Severability. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

SECTION 5: Emergency Declared; March 21, 2022. The City Council determines that the adoption of this Ordinance as an emergency ordinance is required for the preservation of the public peace, health, and safety and is in the best interests of the citizens of the City of Ouray. This ordinance shall be effective upon adoption.

INTRODUCED, READ, ADOPTED AND ORDERED PUBLISHED with an emergency declared by _____ vote of the Ouray City Council, this 21st day of March 2022.

CITY OF OURAY, COLORADO

By _____
Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 3 (Series No. 2022), was introduced, read and adopted with emergency declared by the Ouray City Council on March 21, 2022. Said Ordinance was published, by title and summary, in the Ouray County Plaindealer on _____ 2022, as required by law.

Melissa M. Drake, City Clerk

WPCRF LEVERAGED LOAN CREDIT REPORT

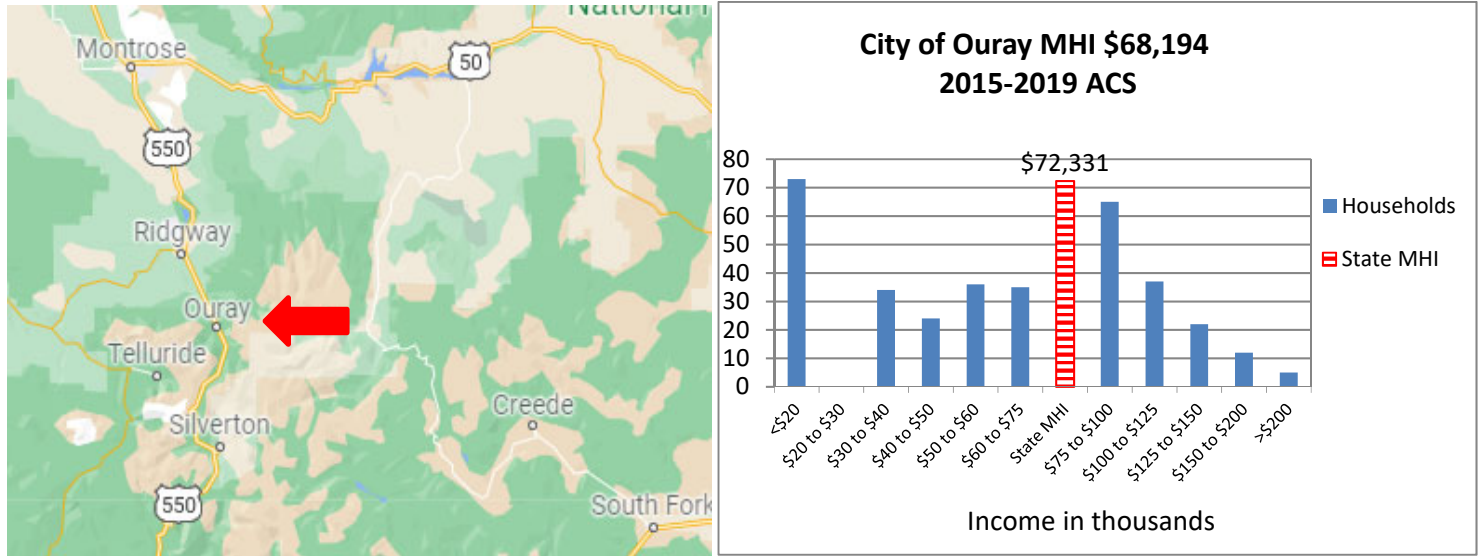
City of Ouray ("The City"), Ouray County

Recommendation:	CONDITIONAL APPROVAL	Project Budget	
Loan Request:	\$18,485,000	WPCRF Loan:	\$18,485,000
Est. Interest Rate & Term:	2.5%, 30 years	Total:	\$18,485,000
Est. Annual Debt Service:	\$879,514		
Pledge:	Sewer System Revenue		
Current Rate:	\$87.90		
Estimated Rate Increase:	\$9.32		

PROJECT DESCRIPTION: The project will replace the existing lagoon wastewater treatment facility with a new mechanical facility with expanded treatment capacity.

COMMUNITY PROFILE: City of Ouray	2016	2017	2018	2019	2020	2021	Avg. Annual Change
City Population	958	937	902	923	899		-1.58%
Ouray County Population	4,722	4,731	4,736	4,886	4,880		0.83%
Ouray County Jobs	2,745	2,850	2,956	3,021	2,913		1.50%
Number of Sewer Taps		778	780	789	793	798	0.64%
Number of Water Taps		796	806	815	821	826	0.93%
Assessed Value (\$000)		32,512	32,532	32,084	36,045	36,154	2.69%
Actual Value (\$000)		244,956	263,046	263,557	293,639	297,286	4.96%

BORROWER BRIEF: The City of Ouray is located between the Towns of Ridgeway and Silverton on US-550 in Ouray County in southwestern Colorado.



RECOMMENDATION: The City serves a tourist community in the San Juan Mountains in the southwest part of the state. This proposed loan is necessary to ensure the WWTP can meet future discharge limits and capacity needs. The project is expensive for a small community and sewer rates are already high. Additionally, the City has an upcoming drinking water project that is required due to the classification of their water source as groundwater under the direct influence of surface water (GWUDI). Because of the capacity issues at the WWTP, the City has placed a temporary limit on the number of additional taps that can connect to the system. The City considers this a priority project, and has aggressively raised rates over the past few years in preparation. We therefore recommend the WPCRF Committee approve an \$18,485,000 leveraged loan to the City of Ouray on the condition rates are increased as needed to meet and maintain loan coverage requirements.

PROJECT SUMMARY:

System summary: The existing three-cell aerated lagoon WWTF was constructed in 1993 consisting of head works with a manual bar screen, influent flow measurement, effluent chlorination and dechlorination with the treated effluent being discharged to the Uncompahgre River. The facility has undergone only minimal improvements over the past 30 years.

Reason/need: The existing WWTF can no longer reliably meet discharge regulations. It has exceeded 80 percent of its organic design capacity and is approaching 80 percent of its hydraulic design capacity. State discharge permits require initiation of engineering and financial planning for the expansion of a facility if the organic loading or hydraulic flow exceeds 80 percent of the 30-day average design capacity. Additionally, revisions to surface water standards for discharge permits are anticipated beginning in 2027 and will require the facility to meet limits for both total nitrogen and total phosphorus. Without the proposed improvements, the City will not be able to meet future discharge permit requirements.

System Compliance: While the City has received several non-compliance advisories associated with the wastewater treatment facility, it does remain in compliance with the conditions of its existing discharge permit, and this project will ensure compliance is maintained and will also meet anticipated future discharge requirements.

Project Delivery Method: Construction Manager at Risk (CMAR)

Contingency: 5.4% of total project cost included as contingency.

CURRENT INDICATORS:	2018	2019	2020	Weak	Average	Strong
Total Debt per Capita (\$):	9,311	8,699	8,518	X >\$2,000	\$1,000 - 2,000	<\$1,000
Total + New Debt/Capita (\$):			29,080	X >\$2,000	\$1,000 - 2,000	<\$1,000
Total Debt/Tap (\$):	10,768	10,177	9,657	X >\$5,000	\$2,500-5,000	<\$2,500
Total Debt + New Debt/Tap (\$):			32,967	X >\$5,000	\$2,500-5,000	<\$2,500
Current Sewer Debt/Tap (\$):	58	36	14	>\$2,000	\$1,000 - 2,000	X <\$1,000
Current Sewer + New Sewer Debt/Tap (\$):			23,324	X >\$2,000	\$1,000 - 2,000	<\$1,000
Total Debt/Assessed Value:	26%	25%	21%	>50%	25-50%	X <25%
Total Debt + New Sewer Debt/Assessed Value:			73%	X >50%	25-50%	<25%
Total Debt/Actual Value:	3.19%	3.05%	2.61%	>10%	5-10%	X <5%
Total Debt + New Sewer Debt/Actual Value:			8.90%	>10%	X 5-10%	<5%
Curr. Sewer Debt + New Debt/Tap/MHI:			34%	X >20%	10-20%	<10%
Sewer Fund Current Ratio (CA/CL):	472%	636%	665%	<100%	100-200%	X >200%
Sewer Fund Reserves/Current Expense:	97%	100%	152%	<50%	50-100%	X >100%
Sewer Operating Ratio (OR/OE):	100%	128%	145%	<100%	100-120%	X >120%
Coverage Ratio (TR-OE)/DS:	491%	2,225%	2,709%	<110%	110-125%	X >125%
Coverage Ratio (TR-OE)/DS Excluding Tap Fees:	116%	2,058%	2,540%	<110%	110-125%	X >125%
Coverage Ratio with New Loan:			55%	X <110%	110-125%	>125%
Coverage Ratio with New Loan Excluding Tap Fees:			51%	X <110%	110-125%	>125%
Current Annual Sewer Rates/MHI:			1.13%	>3.0%	1.5-3.0%	X <1.5%
Current Sewer Rates + New Sewer Debt Service/MHI:			2.75%	>3.0%	X 1.5-3.0%	<1.5%
Operation and Maintenance Reserve:			157%	<25%	25-50%	X >50%
TOTAL:			9		2	10

FINANCIAL ANALYSIS: Of the twenty-one current indicators calculated, ten are rated strong, two are average, and nine are considered weak. Overall, the indicators illustrate a system that generates sufficient revenue to cover expenses and obligations, but with a heavy current and proposed debt burden. The strong indicators show strong reserves, sufficient cash on hand and liquidity, and a sufficient operating ratio. The weak indicators reflect current and proposed debt may pose a financial strain to the community and may result in affordability issues for residents.

- Operating revenue has been consistently sufficient to cover operating expenses. The 2020 operating ratio was strong at 145% and the five-year average is 121%.
- The City uses EQRs for sewer billing, so the current number EQRs, 1,205, is used in the below rate increase calculations instead of taps.
- Based on 2020 financial information, coverage with the proposed loan is 55% with tap fee revenue. Additional annual revenue of about \$494,793, or \$34.22 per EQR per month, would increase the coverage ratio to 110%.
- The sewer fund finished payments on some debt in 2020, freeing up about \$12,641 in sewer revenue. When removing the completed debt service from the coverage ratio analysis, the coverage increases to 56% and additional revenue needed drops slightly to \$480,888, or \$33.26 per EQR per month.

- The City has made substantial increases to monthly sewer base rates and sewer surcharge over the past few years while preparing for this project. Total sewer rates have increased by about \$23.94 since 2020. The remaining rate increase to bring the coverage ratio to 110% is estimated at \$9.32 per EQR.
- On November 3, 2021, City voters approved Ballot Issue 2A by a margin of 312-237. The ballot issue approved a 15% excise tax on short term rentals and allocates 50% of the revenue generated to pay the debt service on the City's wastewater project and an upcoming drinking water project. The other 50% of the revenue is dedicated to housing programs. The City does not know how much the new excise tax will generate and the first year of revenue is limited to \$625,100. This revenue stream has not been accounted for in the rate increase calculations above.
- This project is not expected to have a significant impact on operations and maintenance expenses.
- A temporary limit has been placed on additional wastewater connections until the project has been completed.

DESCRIPTION OF THE LOAN: An \$18,485,000 leveraged loan with a thirty-year term, two payments annually at an estimated interest rate of 2.5% will cost the City approximately \$879,514 in debt service annually.

ECONOMIC ANALYSIS: The City has a 2020 population estimated at 899 and has experienced a slight decrease at an average annual rate of 1.58% since 2016. Ouray County has experienced an increase of 0.83% in population since 2016. The state population increased at an average annual rate estimated at 1%.

The region's economy is dominated by tourism, retirees, health and education, agribusiness, and government. Correspondingly, the County's largest job sectors are government, construction, food services, retail, and professional, scientific and technical services. The Town relies heavily on tourism and has reported that while full-time resident population has declined slightly, there has been an increase in short term rentals and part-time residents. The Town reports that tourism has increased and noted that sales tax was up 38% January through November 2021 over the same period in 2020, which had previously been a record-breaking year.

The area's largest employers consist of the Ouray Silver mines with 180 employees, City of Ouray with 90 employees, Ouray County with 50 employees, Twin Peaks Hotel with 50 employees, and Ouray School District with 45 employees.

ORGANIZATIONAL ANALYSIS:

Bond Rating

The City's debt has not been rated by Fitch, Moody's, or Standard & Poor's in the last five years.

Section 37-60-126(2) C.R.S. (Water Conservation Planning)

The City does not sell more than 2,000 acre-feet of water per year.

Organizational Structure

The City is a home rule municipality governed by a council/manager form of government and was incorporated in 1877. The City provides services including police and fire protection, water and wastewater services, solid waste disposal, public works services, and parks and recreation services. Approximately seven full-time employees staff the public works department, which is responsible for the wastewater utility, the water utility, road maintenance, and storm drainage. The sewer utility is overseen by the Public Works Director, who reports to the City Administrator.

- The City has generally been in compliance with Colorado statutory budgeting and auditing requirements for the past five years.
- The City maintains general liability insurance coverage through the Colorado Intergovernmental Risk Sharing Agency (CIRSA).
- There are currently no pending lawsuits against the City.
- There have been no recall elections in the last ten years.

Capital Improvement Plan

The City is in the process of developing a capital improvement plan. At this time, there are not any additional wastewater projects planned. However, the City expects to have projects to improve the collection system and develop an industrial pretreatment program in the next few years. The City also has a drinking water project under development. Current cost estimates are around \$10,000,000 and the project will be funded through the SRF program.

REVENUE ANALYSIS:

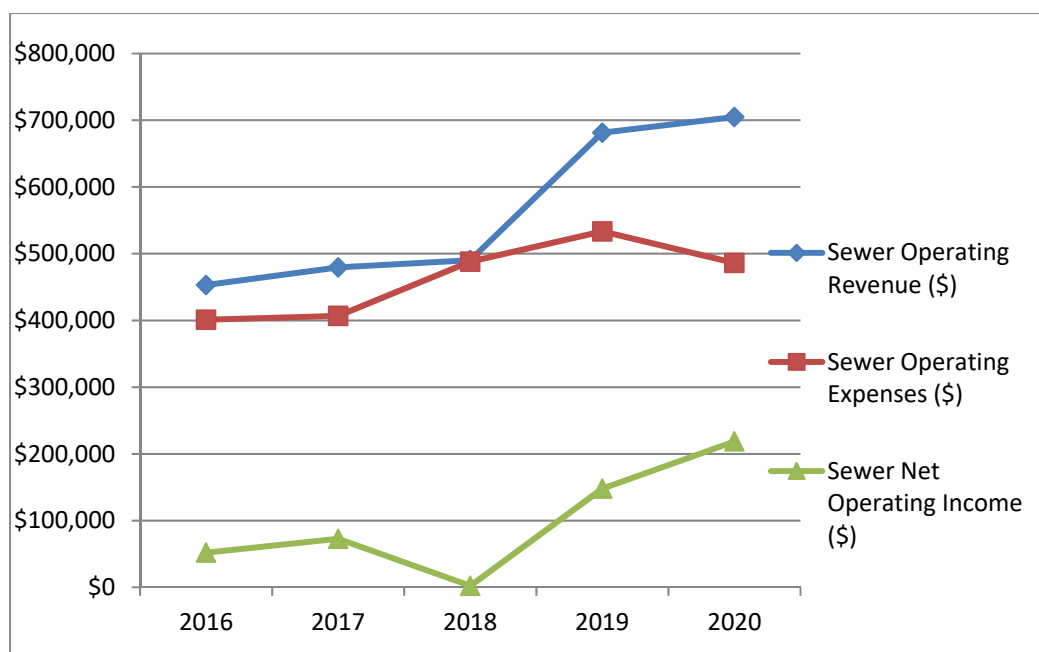
The City has a utility capital improvement fund for water and sewer projects. While the fund is combined for both water and sewer, the revenues and expenses are kept separate and only sewer revenue is used for sewer projects. The sewer revenue portion of this fund comes from the wastewater treatment surcharge and 75% of plant investment fees for new taps described in the next sections. The short-term rental excise tax will also be deposited into this fund. According to the City, the entire sewer portion of the utility capital improvement

fund is included in the sewer revenue pledge for this project. For the purposes of this analysis, sewer revenue from the utility capital improvement fund has been added to the total sewer revenue and the tap/development fees in the table below. Expenses in the utility capital improvement fund are for capital expenses, which are not considered operating expenses, and are therefore not included below. Current assets and current liabilities of the utility capital improvement fund are combined for water and sewer and are not included below. Additionally, the utility capital improvement fund does not pay for operations expenses, so the current assets and current liabilities of that fund are less important to the calculation of the operation and maintenance reserve ratio. Even without including the sewer current assets and current liabilities from the utility capital improvement fund, the sewer fund has strong reserves as seen below and in the indicator table earlier in this report.

Operating expenses in several categories were higher than typical in 2019: salaries, contract labor, discharge permit fees, supplies, maintenance, chemicals, tools, safety expenses, dues & subscriptions, GIS, and training. Operating expenses in 2020 returned to typical levels.

TRENDS	2016	2017	2018	2019	2020	2021	2022
Monthly Sewer Rate (\$)		32.85	33.84	61.56	63.96	74.97	87.90
Monthly Water Rate (\$)		31.79	32.53	37.73	36.74	47.92	55.48
Residential Sewer Tap Fee (\$)		7,500	7,500	7,500	7,500	7,500	7,500
Residential Water Tap Fee (\$)		7,500	7,500	7,500	7,500	7,500	7,500
Total Sewer Revenue (\$)	461,894	495,563	576,523	934,746	978,850		
Tap/Development Fees (\$)	7,500	15,000	67,500	30,000	30,699		
Sewer Operating Revenue (\$)	453,095	479,489	490,288	681,360	704,845		
Sewer Operating Expenses (\$)	401,028	406,776	488,012	533,412	486,172		
Sewer Net Operating Income (\$)	52,067	72,713	2,276	147,948	218,673		
Sewer Debt (\$)	30,039	25,394	44,887	28,641	10,715		
Total Debt (\$)	6,007,815	8,773,837	8,398,850	8,029,488	7,657,844		
Sewer Debt Service (\$)	5,542	5,543	18,040	18,041	18,187		
Sewer Debt Service/Tap/Month (\$)		0.59	1.93	1.91	1.91		
Sewer Fund Reserves (\$)	431,004	477,416	488,371	551,811	765,169		

Ratios	2016	2017	2018	2019	2020	Average
Operating Revenue as % of Total Revenue	98%	97%	85%	73%	72%	85%
Operating Revenue as % of Expenses	113%	118%	100%	128%	145%	121%
Tap Fee Revenue as % of Total Revenue	1.62%	3.03%	11.71%	3.21%	3.14%	4.54%



Recent Rate Increases

The City’s most recent sewer rate increase of \$12.93 was implemented on January 1, 2022. This increase includes a \$3.06 increase to the sewer base rate and a \$9.87 increase to the wastewater treatment plant surcharge.

User Charges & System Utilization

The City’s current monthly sewer rate is a flat \$87.90 per EQR compared to the 2020 estimated state median of \$36.06. The City charges a base rate of \$53.90 per month per EQR and a wastewater treatment surcharge of \$34 per month per EQR.

The City’s current monthly water rate is a flat \$55.48 per EQR compared to the 2020 estimated state median of \$50.86. The City charges a base rate of \$33.98 per month per EQR, a water system upgrade charge of \$20 per month per EQR, and a service fee of \$1.50.

Contributed Capital

Revenue from tap fees has ranged from \$7,500 to \$67,500 and has averaged 4.54% of total sewer revenue during the last five years. The City’s most recent sewer tap fee rate increase occurred in 2016.

- Sewer tap fees are \$7,500 for up to a 4” tap.
- Water tap fees are \$7,500 for up to a ¾” tap.

Current System Utilization*		
	Usage	Revenue
Residential	N/A	N/A
Non-residential (per EQR)	N/A	N/A

Current Fee Summary		
Tap size	Sewer user/tap fees	Water user/tap fees
Per EQR	\$87.90/\$7,500	\$55.48/\$7,500

*The City does not have data tracking usage or revenue by customer category

DEBT as of December 31, 2020

Executed	Lender	Term End	Pledge	Outstanding	Interest Rate	Annual payment
2016	US Bank	2023	Sewer Revenue	\$10,608	2.98%	\$5,543

LOAN COVENANTS: The City will have to meet the Authority’s 110% rate covenant, 3-month operations and maintenance reserve fund covenant, and the 110% additional bonds test (if applicable) on an annual basis.

Prepared by: Desi Santerre
Date: February 15, 2022

Project #143131W-A Cost Categories: Category I – New WWTF: 100%
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Date
15-Feb-22
WPCRF Credit Report
City of Ouray, Ouray County, CO
Using most recent data available
(Census, audits, local records)

2020 Population (Estimated)	899
Number of Sewer Taps (or customers) - 2020	793
Total 2020 Assessed Valuation (\$000)	\$36,045
Actual Value of all Real Property - 2020 (\$000)	\$293,639
Median Household Income (MHI)	\$68,194
Monthly Sewer Rate (2020)	\$63.96
Sewer Operating Revenue (2020)	\$704,845
Sewer Total Revenue (2020) [May include non-operating revenue, such as contributed capital, tap & system development fees, interest income, S.O. tax and property tax. Excludes one-time capital grants.]	\$978,850
Sewer Tap and System Development Fee Revenue (2020)	\$30,699
Sewer Operating Expense (2020)	\$486,172
Sewer Current Expense (2020)	\$504,359
Sewer Debt (2020)	\$10,715
Total Debt (2020)	\$7,657,844
Sewer Reserves [2020 current assets minus current liabilities]	\$765,169
All Fund Reserves [2020 current assets minus current liabilities]	
Sewer Debt Service (2020)	\$18,187
New Sewer Debt (requested WPCRF loan amount)	\$18,485,000
Requested WPCRF Loan Term	30
Requested WPCRF Loan Interest Rate	2.50%
New Loan's Annual Sewer Debt Service [two payments annually]	\$879,514

Current Indicators (2020)

City of Ouray

(Sewer Only)

1 Total Debt	\$7,657,844	÷ Population	899	=	\$8,518
New Debt	\$18,485,000	÷ Population	899	=	\$20,562
Total Debt + New Debt	\$26,142,844	÷ Population	899	=	\$29,080
2 Total Debt	\$7,657,844	÷ Number of Taps	793	=	\$9,657
New Debt	\$18,485,000	÷ Number of Taps	793	=	\$23,310
Total Debt + New Debt	\$26,142,844	÷ Number of Taps	793	=	\$32,967
3 Total Debt	\$7,657,844	÷ Assessed Value	\$36,045,000	=	21.25%
New Debt	\$18,485,000	÷ Assessed Value	\$36,045,000	=	51.28%
Total Debt + New Debt	\$26,142,844	÷ Assessed Value	\$36,045,000	=	72.53%
4 Total Debt	\$7,657,844	÷ Actual Value	\$293,639,000	=	2.61%
New Debt	\$18,485,000	÷ Actual Value	\$293,639,000	=	6.30%
Total Debt + New Debt	\$26,142,844	÷ Actual Value	\$293,639,000	=	8.90%
5 Current Sewer Debt	\$10,715	÷ Number of Taps	793	=	\$14
(Current Sewer Debt + New Sewer Debt)/Number of Taps	\$23,324	÷ MHI	\$68,194	=	34.20%
6 Current Ratio [CA/CL]					
Current Assets	\$900,507	÷ Current Liabilities	\$135,338	=	665%
7 Reserve/Expense Ratio					
Reserves	\$765,169	÷ Current Expenses	\$504,359	=	152%
8 Operating Ratio [OR÷OE]					
Operating Revenues	\$704,845	÷ Operating Expenses	\$486,172	=	145%

9 Coverage Ratio [(TR - OE)/DS]					
Total Revenues	\$978,850	-			
minus Operating Expenses	<u>\$486,172</u>				
	=	\$492,678	÷ Current Debt Service	\$18,187	= 2709%
10 Coverage Ratio Excluding Tap & Development Fee Revenue					
Coverage Ratio Excluding Tap & Development Fee Revenue	\$492,678				
minus Tap and Dev. Fee Revenue	<u>\$30,699</u>				
	=	\$461,979	÷ Current Debt Service	\$18,187	= 2540%
11 Projected Coverage Ratio					
Total Revenues	\$978,850				
minus Operating Expenses	<u>\$486,172</u>				
	=	\$492,678	Total Debt Service (with new loan)	\$897,701	= 55%
12 Projected Coverage Excluding Tap & Dev. Fee Revenue					
Projected Coverage Excluding Tap & Dev. Fee Revenue	\$492,678				
minus Tap & Dev. Fee Rev.	<u>\$30,699</u>				
	=	\$461,979	Total Debt Service (with new loan)	\$897,701	= 51%
13 Current Debt Service					
Current Debt Service	\$18,187	÷ Number of Taps	793	=	\$22.93
Annual New Sewer Debt Service	\$879,514	÷ Number of Taps	793	=	\$1,109.10
14 2020 Annual Sewer Rate (monthly rate x 12)					
2020 Annual Sewer Rate (monthly rate x 12)	\$767.52	÷ MHI	\$68,194	=	1.13%
2020 Annual Sewer Rate + New Annual Debt Service per Tap	\$1,876.62	÷ MHI	\$68,194	=	2.75%
15 Current 2020 Monthly User Charge					
Current 2020 Monthly User Charge					\$63.96
Debt Service on WPCRF/2020 Taps/month					<u>\$92.42</u>
Total					\$156.38
16 Operation and Maintenance Reserve					
Reserves	\$765,169	÷ Operating Expenses	\$486,172	=	157%

**CITY OF OURAY
ORDINANCE NO. 04 (SERIES 2022)**

**A STANDALONE EMERGENCY ORDINANCE OF THE CITY OF OURAY ALLOWING FOR
TEMPORARY RECREATIONAL VEHICLE CAMPING ON PRIVATE PROPERTY FOR
PEOPLE WHO ARE WORKING WITHIN THE LIMITS OF THE CITY OF OURAY
THROUGH DECEMBER 31, 2023.**

WHEREAS, when Colorado and the nation began to open and recover from the COVID-19 pandemic, the City's housing market was experiencing exponential growth rendering work force housing for seasonal workers almost unattainable; and

WHEREAS, with little available work force housing, businesses are having difficulty hiring adequate staff to deliver services to the public resulting in a reduction in open hours and/or days as well as last minutes closures when staff are unavailable on short notice leaving visitors without adequate services; and

WHEREAS, tourism is a substantial economic driver for City businesses and when visitors are unable to access adequate services such as lodging, eating establishments, recreation opportunities, and shopping visitors leave with a negative opinion which may be shared with others; and

WHEREAS, City Council desires to continue to allow the issuance of temporary camping permits to place a Recreational Vehicle (RV) as defined in Ouray Municipal Code § 7-2, on private property in limited situations and only for use as workforce housing for anyone working for a business within the City for another year.

BE IT ORDAINED BY THE OF THE COUNCIL OF THE CITY OF OURAY, COLORADO that:

1. This Ordinance is necessary for the preservation of the health, safety, and welfare of all.
2. The temporary work force housing permit program attached as Exhibit A and the Application Form and Permit attached as Exhibit B are hereby incorporated herein by reference and adopted and approved as a temporary stand-alone ordinance of the City.
3. If the provisions of this temporary work force housing ordinance are inconsistent with the Ouray Municipal Code, this ordinance governs to the extent allowed by law.
4. The temporary work force housing ordinance will expire by its own terms without having to adopt a repealing ordinance no later than December 31, 2023, or upon such further action of this Council.

5. This ordinance is effective immediately after adoption.

INTRODUCED, READ, ADOPTED, AND ORDERED PUBLISHED with an emergency declared by _____ vote of the Ouray City Council, this 21st day of March 2022.

CITY OF OURAY, COLORADO

By _____

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

CERTIFICATE OF ATTESTATION

I, Melissa M. Drake, Ouray City Clerk, hereby certify that Ordinance No. 4 (Series No. 2022), was introduced, read, and adopted with emergency declared by the Ouray City Council on March 21, 2022. Said Ordinance was published, by title and summary, in the Ouray County Plaindealer on _____ 2022, as required by law.

Melissa M. Drake, City Clerk

CITY OF OURAY
TEMPORARY RV WORK FORCE HOUSING PERMIT PROGRAM

I. DEFINITIONS.

- A. *Owner* means the person or persons identified as the owner of real property in the records of the Ouray County Assessor
- B. *Recreational Vehicle (RV)* means a vehicular or portable unit mounted on a chassis and wheels, which either has its own motive power or is mounted on or drawn by another vehicle, such as travel trailers, fifth wheel trailers, camping trailers, motor homes, or truck campers which may be used as a temporary dwelling or sleeping place for work force housing staff.
- C. *Work Force Housing Staff* means any person who provides services within in the City limits as an employee or independent contractor for more than 18 hours per week.

II. PERMIT REQUIRED; TERM; FEES.

- A. Any Owner may, upon the granting of a temporary RV work force housing permit issued administratively by City staff, enter into a private agreement with any Work Force Housing Staff to allow RV parking on the owner's private property for use as a temporarily dwelling or sleeping quarters.
- B. This temporary RV work force housing permit shall issue and automatically renew weekly until such time as Owner terminates the permit in writing or on November 19, 2022, whichever comes first.
- C. The permit application fee shall be \$50.00.
- D. The weekly permit fee shall be \$25.00 for each RV spot without proration and is owed by permittee whether a permitted spot is in use or not. The permit fee is due and payable on the Thursday prior to the start of each week. Each week begins on Sunday.
- E. If the RV is connected directly to a sewer cleanout, the sewer ~~rate~~fee shall be 0.225 EQRs and said sewer connection shall count against the cap on sewer connections until the city builds the new sewer treatment plant.

FE. The cCity may accept advance payment of the weekly permit fees, but acceptance of such payment does not change the week-to-week permit status. City will not provide refunds on any advanced permit fees paid, except if a permit is revoked by the city for cause.

GF. This Permit does not allow any material change in the exterior of any premises that would require a building permit.

H. The number of temporary RV workforce housing permits issued by the City shall be no more than 10.

V.III. **ELIGIBILITY FOR TEMPORARY PERMIT.**

- A. An applicant shall submit a completed permit application to the City along with payment of the permit application fee.
- B. The real property must have a structure on the parcel with a valid City water tap.
- C. The RV must be placed entirely on private property and meet the front yard setback of the zoning district. The rear and side yard setbacks shall be zero feet (0 ft).
- D. The location of the RV on the Owner's private property must be on a hard surface consisting of concrete, asphalt, chip seal, or rock which is currently designated for parking but in no case shall an RV be placed upon any dirt, grass, or other soft surface.
- E. The RV must have a supply of electricity from a source on the same parcel. No use of a generator is allowed at any time. No air-conditioning unit on the roof of an RV or any other mechanized unit to cool air may operate after the hours of 8:00 p.m. or before 8:00 a.m.
- F. The RV must have access to City water by a hose or other means from a structure located on the same parcel with drinking water hose bib with vacuum breaker to prevent backflow and the water rate shall be 0.22 EQRs. ~~There is no additional water cost to Owner.~~
- G. Hoses and cords which cross real property lines or public property are prohibited.

~~H. No sewer hook-up for an RV is required~~ allowed so long as the discharge hose that attaches to the sewer cleanout with a cam lock or other RV sewer locking mechanism to ensure a leak-resistant connection, along with a sewer hose seal for odor proofing.

~~H.I. _____, however, if not directly connected to the sewer, _____~~ the RV black water holding tank must be dumped every 3 to 5 days to ensure odors are suppressed and Owner is required to ensure that there is adequate water in the holding tank so aerobic bacteria are hydrated for effective waste breakdown and odor elimination.

~~I. In no case shall black or grey water tanks be dumped into any City sewer system located on the premises, unless an RV sewer connection is available, but the grey water tank may be dumped on site so long as the grey water is dumped on a vegetated area located within the real property.~~

~~K.J. _____~~ The RV must be equipped with a fully functioning fire extinguisher and carbon monoxide detector.

~~L.K. _____~~ No more than one RV per parcel shall be allowed in the Residential District – R-1, two per parcel within the Residential District – High Density - R2, and four per parcel in Commercial District – C-1, and Commercial – Industrial District – C-2.

~~M.L. _____~~ Only one family of not more than three adults over the age of 18 and up to three minor children or three unrelated adults over the age of 18 may dwell or sleep in any RV located on a permitted spot.

~~N.M. _____~~ The term of the tenancy between the Owner and the Work Force Housing Staff shall end each week on Saturday at 11:59 p.m. and notice to quit shall not be necessary if a forcible entry and detainer action is required to be filed by Owners under C.R.S. § 13-40-107(4). This rental term shall be contained in a written agreement signed by the Owner and the Work Force Housing Staff with a copy provided to City Staff prior to approval of the permit.

N. The Permit shall be affixed to the RV, so it is visible from the any public way, if possible.

O. The Owner and any Work Force Housing Staff grant permission to City staff or the Police Department personnel to enter the property as an invitee to inspect the RV for permit compliance or to respond to complaints without a search warrant at any time.

- P. The permitted RV shall comply with all other restrictions and requirements imposed by the local, state, or federal laws.
- Q. No permanent structure shall be erected in connection with this Permit.
- R. Property owner must file with the City a certificate evidencing valid and effective policies for real and personal property liability insurance at least to the limits required with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, One Million Dollars (\$1,000,000.00) in the aggregate.
- S. No pets of any kind shall be allowed under these permit regulations.

VI.IV. FACTORS FOR GRANT OF TEMPORARY PERMIT.

- A. No permit under this ordinance shall be granted unless the City finds that the following criteria have been met:
 - 1. No current nuisance as set forth under Ouray Municipal Code exists on the real property where the RV will be located.
 - 3. The RV location does not unreasonably interfere with other adjacent private property rights.
 - 4. The real property parcel complies with any applicable City zoning and building regulations.
 - 5. The issuance of the permit balances the safety of patrons, pedestrians, and traffic such that no such group shall be subject to an unreasonable risk of harm if the permit is granted.

VII.V. ENFORCEMENT PROVISIONS.

- A. It shall be unlawful to violate any of the provisions of this ordinance, or of the permit issued hereunder. In addition, continuing violations of this ~~ordinance, ordinance~~ or of any permit issued hereunder is declared a nuisance, which may be abated in any lawful manner.
- B. The penalties for violation of this ordinance shall be as set forth under the general penalty provision of Ouray Municipal Code 1-4.

- C. The permittee's rights hereunder are subject to the police powers of the City. The Permittee shall comply with all applicable laws and ordinances enacted, or hereafter enacted, by the City or any other legally constituted government unit having lawful jurisdiction over the subject matter hereof. The City reserves the right to exercise its police powers, notwithstanding anything in this section, any permit issued hereunder, any franchise, or any other permit to the contrary. Any conflict between the provisions of this Ordinance, any franchise or any permit and any other present or future lawful exercise of the City's police powers shall be resolved in favor of this ordinance.
- D. Any revocation of any permit issued herein shall be in accordance with Ouray Municipal Code, § 13-3-F-17 and 18 except the appeal period for revocation or suspension is five days instead of 10 days.
- E. It is unlawful for Work Force Housing Staff or their guests to remain on permitted property after a Notice to Leave is personally served by Owner, or any disinterested person over the age of eighteen, no later than Thursdays at 5:00 p.m. of any week. Work Force Housing Staff and their guests must vacate the premises by the immediately following Saturday at 11:29 p.m. or be subject to the City's police powers. Each day a violation occurs is a separate and distinct violation.
- F. Nothing in this ordinance shall limit enforcement of the City's police regulations Upon Permittee or Work Force Housing Staff and guests.



RV WORK FORCE HOUSING APPLICATION AND PERMIT

PERMITTEE INFORMATION

Name: _____ Phone Number: _____

Mailing address _____

Email address: _____

PERMIT INFORMATION

Location of Permit: _____

Zone: _____ Number of RV Spots _____ Connecting to City Sewer _____

Name, Contact Information, and Place of Work for each Work Force Housing Staff and guests who will reside in a permitted RV spot: _____

Permittee must supply the following documentation with the application (check each):

- Proof of real and personal property liability insurance with minimum limits of \$500,000 for any one person and \$1,000,000 for any one claim
- A certificate of insurance demonstrating the City, its officers, agents, and employees are named as additional insured
- Pay required fees: \$50 application fee, \$25.00 permit fee per week, and 0.22 EQR monthly, if required.
- Written agreement between permittee and Identified Work Force Housing Staff which indicates the tenancy terminates each week on Saturday at 11:59 p.m. and a new tenancy begin on Sunday at 12:00 a.m.

TERMS AND CONDITIONS OF THE PERMIT

Permittee shall be subject to the terms and conditions, including:

- 1) No one shall dwell or sleep in any RV on private property a Permit has been issued by the City.
- 2) Permits are not transferable upon the conveyance of the property and do not run with the land.
- 4) Any Permit may be revoked upon five days written notice to the Permittee.
- 5) It shall be unlawful to allow any to sleep in an RV on private property once the Permit has been revoked by the City. Failure to remove the RV upon revocation is declared to be a nuisance that may be abated by the City.
- 6) Permittee agrees to hold the City harmless for any damages suffered to the persons or property of the Permittee arising out of their operations under this permit and Permittee agrees to defend and indemnify the City from any damages, cost, attorney fees claimed or adjudged against the City arising out of Permittee's operations under the permit.
- 7) Permittee agrees to properly maintain Permittee's real property, utilities, improvements, and the RV located in the permitted spots, in good and safe condition to create no safety hazards or unreasonable obstruction to person dwelling or sleeping in the RV.

- 8) Permittee shall be responsible to remove any RV upon termination or revocation of permit at the Permittee's sole expense.
- 9) The individual signing on behalf of the Permittee is hereby designated as an agent for service of process on behalf of Permittee.
- 10) 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.
- 11) All obligations, terms and conditions of this Permit upon the Permittee shall be the obligations of the Permittee.
- 12) The Permittee represents that he/she has read and understands the foregoing terms and conditions of this Permit, that he/she has read and understands the City requirements pertaining to this Permit, and that the undersigned has authority to sign for and bind the Permittee.
- 13) 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.
- 14) By his/her signature, the Permittee agrees to comply with all terms and conditions of this Permit.
- 15) The following additional conditions shall apply: _____

PERMITTEE: _____
 Signature _____ Date _____

 Printed Name and Title, if applicable

COMPLETED BY CITY STAFF:

Application and Permit Fee Amount: _____ Date Paid _____

INSPECTION OF REAL PROPERTY (Mark Each

Date Inspected: _____ Name of Inspector: _____

- Front setback compliance
- Zoning compliance
- adequate fire extinguisher and carbon monoxide detector in RV
- RV on a hard surface
- Agreement for Weekly Tenancy signed by Work Force Housing Staff and guests
- Placement of hoses and cords

Approved by the City: _____
 Printed Name _____ Date _____

 Signature

RESOLUTION NO. 07, SERIES 2022

A RESOLUTION SUPPORTING THE AGREEMENT BETWEEN THE CITY OF OURAY, COLORADO AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE COMPLETION OF “OUR WATER OUR FUTURE - SOLVING OURAY’S WATER SHORTAGE” PROJECT

WHEREAS, the City supports the completion of the “Our Water Our Future - Solving Ouray's Water Shortage;” and

WHEREAS, the City has received a \$100,000 from Great Outdoors Colorado to fund the “Our Water Our Future - Solving Ouray's Water Shortage,” subject to the execution of a grant agreement; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO THAT:

- Section 1: The City Administrator is authorized to sign the grant agreement with Great Outdoors Colorado (Exhibit A);
- Section 2: The City Administrator is authorized to create, negotiate and sign an agreement with Ouray Ice Park, Inc. outlining the roles and responsibilities for the successful completion of the project;
- Section 3: The City shall act as the fiscal agent of the grant, with all other reporting responsibilities and matching funds to be required from Ouray Ice Park, Inc.;
- Section 4: This resolution to be in full force and effect from and after its approval.

ADOPTED this 21st day of March, 2022, by the Ouray City Council.

CITY OF OURAY, COLORADO

Ethan Funk, Mayor

ATTEST:

Melissa M. Drake, City Clerk

GRANT AGREEMENT

Project Name: Our Water Our Future - Solving Ouray's Water Shortage
Project Completion Date: December 31, 2023
Contract Number: 22001

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725, Denver, CO 80203
E-mail Address: mbrady@goco.org
Contact Name: Matt Brady
Telephone: 303-226-4520

Grantee: City of Ouray
Address: P.O. Box 468
Ouray, Colorado 81427
E-mail Address: clarkes@cityofouray.com
Contact Name: Silas Clarke

Date: January 6, 2022

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)
Exhibit E Special Terms (if applicable)

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (“GOCO” or “Board”) is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to GOCO and directs GOCO to invest those proceeds in the state’s parks, wildlife, open space, and recreational resources.

B. GOCO created grant programs pursuant to which eligible entities can apply for grants for a variety of outdoor projects. Grantee or Grantees listed above (“Grantee”) submitted a detailed project application (“Project Application”) that contemplates the execution of the project (the “Project”) entitled above and described in GOCO’s project summary (“Project Summary”), attached and incorporated as Exhibit A.

C. GOCO approved Grantee’s Project Application, which is incorporated into this Agreement by reference, on December 9, 2021, subject to the execution of a detailed grant agreement. GOCO and Grantee each have on file a copy of the Project Application.

D. The parties intend this Grant Agreement (this “Agreement”) to be the detailed grant agreement required by GOCO.

AGREEMENT

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 – PROJECT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement.
2. Representations and Warranties of Grantee. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement. Grantee’s governing body has authorized entering into this Agreement as evidenced by the resolution attached and incorporated as Exhibit B.
3. Grant and Project. GOCO awards to Grantee a grant in the amount not to exceed \$100,000.00 (“Grant”), subject to the terms and conditions set forth in this Agreement. The Grant shall be used by Grantee solely to complete the Project as approved by GOCO and as described in the Project Application and the Project Summary. In the event of a conflict between the Project Application and the Project Summary, the parties shall resolve the conflict by mutual agreement.
4. Project Scope. Grantee shall not materially modify the Project without the prior written consent of the Executive Director of GOCO (“Executive Director”) or the Executive Director’s designee, such approval to be in GOCO’s sole discretion. Any material modification to the

Project undertaken without GOCO's prior written consent shall be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. As provided in Paragraph 15 of this Agreement, if Grantee determines with reasonable probability that the Project will not or cannot be completed as described in the Project Application and the Project Summary, Grantee shall promptly notify GOCO and shall cooperate with GOCO in good faith to seek a resolution before any further funds are disbursed.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion and consistent with this Agreement described in the Project Application and the Project Summary.

6. Approved Budget. Grantee has completed a detailed budget that reflects anticipated sources and uses of funds for the Project, including an accounting of Grantee's anticipated costs associated with elements of the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 9 of this Agreement. The Project Application contains a budget that may not match the Budget attached as Exhibit C and which, therefore, the parties shall not rely upon. Where discrepancies exist, the Budget in Exhibit C shall control unless the Executive Director or the Executive Director's designee approves an updated version of the Budget in writing. Any such updated version of the Budget shall replace the version of the Budget in Exhibit C.

7. Waiver. Prior to the disbursement of funds, the Executive Director in their discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

8. Future Funding. This Agreement and the Grant only apply to the Project specifically described in this Agreement. GOCO makes no representations regarding future funding for future phases of the Project, whether or not described in the Project Application, Project Summary, or otherwise.

SECTION 2 – GRANT PAYMENT

9. Eligible Costs. The Grant and all matching funds, whether cash or in-kind, shall be used only for eligible expenses approved by GOCO in the Budget; these costs are eligible for reimbursement on the basis of costs actually incurred by Grantee. If the Project includes a property acquisition, which may include acquisition of a fee simple interest or any type of easement, the purchase price of the property may not exceed the fair market value of the property as established by an appraisal.

10. Payment of Grant.

A. *General Terms.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise consented to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. It is the sole responsibility of Grantee to inform GOCO of, and receive GOCO's written consent to, any material modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any modifications, however seemingly minor, to the Project.

B. *Specific Terms.* GOCO strongly encourages Grantee to communicate with GOCO Staff at project commencement to determine a payment schedule, especially if Grantee requires an advance payment (as defined below). For capital construction, planning, and capacity projects, GOCO will issue payment as follows:

i. *Advanced Payment.* Grantee may opt to receive a portion of the Grant prior to starting and completing work on the project ("Advanced Payment"). Grantee may request an Advanced Payment of up to 75% of the grant amount upon execution of this Agreement and after providing to GOCO an advanced payment request detailing secured contracts and quotes included in the GOCO-approved Project scope. The Advanced Payment must be submitted using GOCO's Advanced Payment Request form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making an Advanced Payment. An Advanced Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

Annually, at the end of GOCO's fiscal year which concludes on June 30, GOCO will conduct an audit of all expenditures made by the Grantee using GOCO advanced payment funds during the year (July 1 – June 30). This may include requests for any invoices, receipts, billing statements evidence of payment, or other supporting materials relating to the receipt and use of GOCO funds by Grantee or third-party beneficiaries. The Grantee agrees to provide GOCO materials requested as part of any such review by July 15. GOCO shall provide the parties written notification if such review indicates deficiencies, errors, or other issues with money previously advanced. The parties agree to confer in good faith within 30 days of receipt of any notifications to achieve a resolution, as appropriate. GOCO may elect to have the grantee report at our fiscal year end OR when the grant closes out.

ii. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ("Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. Progress Payments shall not exceed 75% of the Grant. Progress Payments shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

iii. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion (“Final Report”). The Project is “complete” when all improvements or activities included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO’s Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO’s review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (“Final Payment”), subject to any reductions contemplated by any provision of this Agreement.

iv: *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics’ lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

11. Net Lottery Proceeds. Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and that Grantee has complied with this Agreement, including Grantee’s fulfillment of all conditions precedent to funding. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable, including but not limited to adequate reserves, funding requirements, and/or commitments for other past, current, and future grants, and past, current, and future GOCO operating expenses and budgetary needs.

12. GOCO Review. GOCO shall have 30 days to review any progress or final report or other request and respond to Grantee, unless the Grant or portion thereof is for a property acquisition where grant reports are deemed inapplicable.

13. Withdrawal of GOCO Funding; Termination of Agreement. Anything in this Agreement to the contrary notwithstanding, with prior notice to Grantee, GOCO reserves the right to withhold or withdraw all or a portion of the Grant, to require a full or partial refund of the Grant, and/or to terminate this Agreement if GOCO determines in its sole discretion that:

A. *Altered Expectations.* Facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Project or the Grant presented in the Project Application and described in the Project Summary infeasible or impractical;

B. *Material Project Changes.* Material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application, and reflected in the Project Summary, without prior written approval of the Executive Director or the Executive Director’s designee;

C. *Inaccuracies.* Any statement or representation made or information provided by Grantee in the Project Application, this Agreement, grant report documents, due diligence materials, or otherwise is untrue, inaccurate, or incomplete in any material respect;

D. *Reporting.* Grant reports (if applicable) or due diligence materials (if applicable) are not acceptable to GOCO;

E. *Conditions Precedent Not Fulfilled or Unsatisfactory.* Any of the conditions precedent to funding listed in Section 3 below is not fulfilled by Grantee or is unsatisfactory to GOCO, in its sole discretion;

F. *Delays.* The Project will not or cannot be completed by the Completion Date, as defined below, or any extensions granted, or delays in the implementation of the Project have occurred that make the Project impracticable in the Board's judgment; or

G. *Costs.* The Project will not or cannot be completed within the Budget including such modifications to the Budget as have been approved in writing by GOCO.

SECTION 3 – CONDITIONS PRECEDENT

14. Completion Date. Grantee shall complete the Project no later than December 31, 2023 (“Completion Date”). Grantee may request an extension of the Completion Date in compliance with GOCO's policies and procedures, as such policies and procedures may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event the Completion Date is not met and/or Grantee fails to comply with GOCO's extension procedures.

15. Grantee's Inability to Complete Project. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by GOCO, Grantee will promptly advise GOCO in writing. Upon written request by Grantee, as a possible alternative to termination of the Grant, GOCO may consider funding an alternative project scope. Any alternative scope must meet GOCO eligibility requirements and applicable policies and procedures must be approved by GOCO in writing, and shall be subject to this Agreement and incorporated herein.

16. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee's fulfillment of all terms and conditions of this Agreement to GOCO's satisfaction in its sole discretion, including but not limited to the following:

A. *Matching Funds.* Matching funds in the minimum amount required by GOCO policy or procedure, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or Grantee must have disclosed the status of Grantee's efforts to secure matching funding to the Staff and such efforts must have been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. *GOCO Policies and Procedures.* The Project must comply with all of GOCO's policies and procedures, which may be amended from time to time by GOCO in its sole

discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

C. *Intergovernmental Agreement.* Prior to funding the Grant, Grantee shall provide GOCO with a copy of the Grantee's Intergovernmental Agreement. The Intergovernmental Agreement shall be attached to this Agreement and incorporated as Exhibit D.

SECTION 4 – OTHER PROVISIONS

17. Additional Terms for Certain Grants. If the Grant is a stewardship grant, a capital construction grant, and/or a grant that is made to acquire an interest in real property the special terms attached and incorporated as Exhibit E shall apply to the Grant.

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the property for publicity purposes (to the extent allowed by the landowner if the Project entails a conservation easement on a privately-owned property), and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. To the extent practicable, Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

19. Signage. Grantee shall erect one or more permanent signs at a prominent and visible location approved by GOCO on the Project site identifying the Project to the public and acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. The signage shall be erected *unless* GOCO approves a waiver requested by the Grantee. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs. GOCO must approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards prior to their placement.

20. Liability.

A. *Liability.* To the extent allowed by law, Grantee shall be responsible for any and all liabilities, claims, demands, damages, or costs (including reasonable attorneys' fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement (with the exception of potential claims between GOCO and Grantee relating to

performance of this Agreement). Grantee agrees that GOCO shall not be liable or responsible for any such liabilities resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee waives any and all rights to any right of contribution from the State of Colorado, GOCO, its members, officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.

B. *No CGIA Waiver.* No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protections provided to GOCO under the Colorado Governmental Immunity Act as amended or as may be amended in the future (including without limitation any amendments to such statute, or under any similar statute that is subsequently enacted) ("CGIA"). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. GOCO and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of GOCO, its members, officials, agents, and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of GOCO, its members, officers, agents, and employees.

C. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination; worker safety; local labor preferences; preferred vendor programs; equal employment opportunity; use of competitive bidding; permits; approvals; local, state, and federal regulations and environmental laws; and other similar requirements. To the maximum extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless GOCO, Executive Director, and Staff from any cost, expense, or liability for any failure to comply with any such applicable requirements.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access to and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to any expenses incurred for the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of Project completion ("Record Retention Period"). If there is any pending litigation, claim, or ongoing audit related to the Project that commences before but exceeds the five-year Record Retention Period and GOCO provides notice to Grantee, Grantee shall retain the accounts, documents, and records related to the Project until the litigation, claim, or ongoing audit concludes. The accounts, documents, and records related to the Project shall be subject to

examination and audit by GOCO or its designated agent during this period. All accounts, documents, and records described in this paragraph shall be kept in accordance with generally accepted accounting principles.

22. Breach. In addition to other remedies that may be provided in this Agreement or that may be available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant*. GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant*. GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement; receive reimbursement in full of any disbursements made under the Grant, including if Grantee does not fulfill its obligations to operate, manage, and/or maintain a capital improvement due to lack of annual appropriations (if applicable); and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects. GOCO has the right to disallow costs and recover funds based on audits, litigation, claims or other review made within the Record Retention Period.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

23. GOCO Policies and Procedures. Grantee acknowledges it has received a copy of the GOCO policies and procedures or otherwise has access to applicable policies and procedures of GOCO in connection with this Agreement and is familiar with their requirements.

24. Miscellaneous Provisions.

A. *Good Faith*. The parties have an obligation of good faith, including the obligation to make timely communication of information that may reasonably be believed to be of interest to all other parties.

B. *Assignment*. Grantee may not assign its rights or delegate its obligations under this Agreement without the express written consent of the Executive Director or the Executive Director's designee, who has the sole discretion to withhold consent to assign. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board, or otherwise receives express permission from the Board to act as assignee, and assumes Grantee's ongoing obligations under this Agreement.

C. *Applicable Law*. Colorado law applies to the interpretation and enforcement of this Agreement. Venue for any dispute under this Agreement shall lie exclusively in the state courts of the City and County of Denver.

D. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. Except as permitted under the remedies provisions of this Agreement, no party shall have the express or implied right to act for, on behalf of, or in the name of any other party.

E. *Status of Grantee.* The parties acknowledge that GOCO lacks the power and right to direct the actions of Grantee. Grantee acts in its separate capacity and not as an officer, employee, or agent of GOCO.

F. *Time is of the Essence.* Time is of the essence in this Agreement.

G. *Survival.* The terms and conditions of this Agreement, including but not limited to Grantee's obligations, shall survive the funding of the Grant and the completion of the Project.

H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one agreement. In addition, the parties agree to recognize signatures to this Agreement made electronically and transmitted electronically or by facsimile as if they were original signatures.

I. *Third-Party Beneficiary.* GOCO and Grantee acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between GOCO and Grantee and that no third-party beneficiaries are intended. Notwithstanding the preceding statement, GOCO and Grantee acknowledge that: (1) GOCO is intended to be and is a third-party beneficiary of any real property covenants and terms of any use restriction and real property interest in any use restriction that GOCO funds and (2) in some circumstances a third party may benefit from this Agreement if the Grantee assigns the Project or if a third party will hold a use restriction.

J. *Notice.* Any notice, demand, request, consent, approval, or communication that any party desires or is required to give shall be in writing and shall be deemed to have been given to the other party when (a) hand-delivered; (b) sent by e-mail to the e-mail address listed on Page 1 of this Agreement (with a copy of such notice delivered by hand or deposited in the United States mail (registered or certified mail, postage prepaid, return receipt requested) or by reputable delivery service (return receipt or delivery tracking requested)); or (c) sent by a nationally-recognized overnight courier service to the street address listed on Page 1 of this Agreement.

K. *Construction; Severability.* The parties have reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of _____.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND
By:

GRANTEE:
CITY OF OURAY
By:

Jackie Miller
Title: Executive Director

Name: Silas Clarke
Title:

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

Name: Matt Brady
Title: Grants Officer

EXHIBIT A
Project Summary



APPLICATION

RECOMMENDATION

Recommended: Not Recommended: Project Title: Applicant Organization: Amount Requested:

Brief Project Description (limit to space provided, below)

Water is the most precious - and limited - resource in our community. Right now there isn't enough water to go around for everyone, which means the City of Ouray, the Ouray Ice Park, and all of our businesses and residents are competing with each other for water.

Over the last three years we worked tirelessly to find a solution that would increase our water supply and position the Ouray Ice Park for long-term sustainability, which will also set up the Ouray community to thrive in the winter. We recently overcame our biggest hurdle, and we secured an agreement with the city's largest employer, the Ouray Silver Mines, that gives the Ice Park a permanent right to pull water from an alternative water source. Now we must move quickly to take advantage of this incredible gift by building a delivery system that will transport this water to the Ice Park.

We are confident our project will ensure our community will never need to worry about water in the winter again and increase the quality of life for everyone.

Recommendation Feedback

The project will add much-needed stability to a critical economic/recreational amenity in the face of reduced water supply and climate change. Economic benefit to community is apparent (60% of winter economy depends on the ice park). This park is important to the communities identity and culture.

Project will secure water for an important regional recreational amenity that is unique in the state. Will help maintain economic draw to the town during the winter. Great partnerships. Project is vital to winter economy in town of Ouray. Project has an equity lens for expanding user groups through/specific intentional events and programs.

EXHIBIT B
Resolution

EXHIBIT C
Approved Budget

PROJECT BUDGET

Source of Funds		Date Secured	GOCO Funds	Applicant	Partner Funds	Total Funding
CASH						
	GOCO Grant	Sep-21	\$100,000.00			\$100,000.00
	Ouray Ice Park	Jul-21		\$113,500.00		\$113,500.00
	OEDIT: Economic Development Grant	Dec-21			\$350,000.00	\$350,000.00
	Telluray Foundation	Oct-21			\$100,000.00	\$100,000.00
	El Pomar Foundation	Oct-21			\$85,000.00	\$85,000.00
	Gates Family Foundation	Sep-21			\$70,000.00	\$70,000.00
	NW Alpine (Sales)	TBD			\$80,000.00	\$80,000.00
	Mitchell Foundation	Nov-21			\$75,000.00	\$75,000.00
	Summit Sealants	Feb-20			\$37,500.00	\$37,500.00
IN-KIND						
	Ouray Ice Park	Aug-21				\$0.00
	Ouray Silver Mines (Legal & Engineering)	Jun-21			\$110,000.00	\$110,000.00
TOTAL SOURCE OF FUNDS			\$100,000.00	\$113,500.00	\$907,500.00	\$1,121,000.00

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Installation							
Meridiam Partners	Clearing And Grubbing					\$4,580.00	\$4,580.00
Meridiam Partners	Dewatering & River Diversion					\$13,700.00	\$13,700.00
Meridiam Partners	River Wetwell Installation			\$25,000.00		\$10,100.00	\$35,100.00
Meridiam Partners	Lower Pipe Section Installation					\$4,500.00	\$4,500.00
Meridiam Partners	Upper Wetwell Installation					\$29,900.00	\$29,900.00
Meridiam Partners	Catwalk Installation			\$25,000.00		\$25,200.00	\$50,200.00
Meridiam Partners	Electrical Allowance (includes Service Panel /					\$98,200.00	\$98,200.00
Meridiam Partners	Upper Pipe Section Installation					\$31,620.00	\$31,620.00
Meridiam Partners	Assemble & Install Valves & Fittings					\$18,000.00	\$18,000.00
Meridiam Partners	Cleanup And Revegetation					\$11,300.00	\$11,300.00
Materials							
Meridiam Partners	River Wetwell Procurement					\$7,750.00	\$7,750.00
Meridiam Partners	Submersible Pump Equipment/Controls Procurement			\$25,000.00		\$11,000.00	\$36,000.00
Meridiam Partners	Upper Wetwell Procurement					\$8,250.00	\$8,250.00
Meridiam Partners	Upper Wetwell House Procurement					\$7,200.00	\$7,200.00
Meridiam Partners	Catwalk Iron/Materials			\$25,000.00		\$97,000.00	\$122,000.00
Meridiam Partners	Vertical Turbine Pump Equipment/Controls Procurement					\$87,000.00	\$87,000.00
Meridiam Partners	6" Yelomine Pipe Procurement					\$73,800.00	\$73,800.00
Meridiam Partners	Valves & Fittings Procurement					\$42,600.00	\$42,600.00
Transportation of Materials							
Meridiam Partners	Transportation of materials and equipment to/from Ouray.					\$20,800.00	\$20,800.00
Engineering & Legal							
TBD	Cost provided by the engineering firm.					\$20,500.00	\$20,500.00
Operating & Logistical Costs							
Ouray Ice Park	Allocated Staff Time (Staff labor to install pipe + 20 hours per week for Executive Director)				\$55,000.00		\$55,000.00
TBD	Fundraising Consultant Fees				\$30,000.00		\$30,000.00
TBD	Community fundraising events				\$15,000.00		\$15,000.00
TBD	Travel - Meetings with prospective donors.				\$4,500.00		\$4,500.00
TBD	Future Maintenance Expenses				\$9,000.00	\$91,000.00	\$100,000.00
USE OF FUNDS - CASH SUBTOTAL				\$100,000.00	\$113,500.00	\$714,000.00	\$927,500.00

IN-KIND	Use of In-Kind Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Legal Fees and Engineering							
Ouray Silver Mines	Legal transfer of water rights, \$80,000 already contributed.					\$110,000.00	\$110,000.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$0.00	\$110,000.00	\$110,000.00

Contingency - up to 10% (not required, cannot be GOCO funds)				GOCO Funds	Applicant	Cumulative	Total Funding
Contingency Cost was provided by the engineering firm						\$83,500.00	\$83,500.00
USE OF FUNDS - CONTINGENCY SUBTOTAL					\$0.00	\$83,500.00	\$83,500.00

TOTAL PROJECT COST	\$100,000.00	\$113,500.00	\$907,500.00	\$1,121,000.00
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Remember: the Total Project Cost row must equal the Total Source of Funds row

MATCH SUMMARY	Actual
Overall Match (% based on total cost)	91
Overall Match (\$ based on total cost)	\$1,021,000.00

EXHIBIT D
Due Diligence Checklist (if applicable)
Intergovernmental (or other) Agreement (if applicable)

EXHIBIT E
Special Terms: Capital Construction Grant

1. Property Ownership. All properties on which GOCO-funded projects are located must be owned by, under the control of, or have been granted access to by the Grantee for the useful life of the Project (the "Property"). If Grantee does not own the Property on which the Project is to be located, Exhibit D between Grantee and the Property's owner continues in effect and unmodified throughout the term of this Agreement.

2. Project Operation and Maintenance.
 - A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project, or a minimum of 15 years, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee also shall provide and maintain access to the Project and to the Property, regardless of the Property's ownership. Failure to comply with this paragraph may be deemed a breach by Grantee under Paragraph 22.

 - B. GOCO shall not be liable for any cost of maintenance, management, or operation of the Project.

 - C. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

 - D. Grantee's staff shall request during the Grantee's annual budget process an appropriation sufficient to meet the financial obligations of Grantee under this Agreement. Grantee will use its best efforts to fully consider such appropriation. The parties understand that the Board is relying upon fair and full consideration of annual appropriation in its decision to extend its resources and the Grant and to enter into this Agreement. In the event that Grantee fails to appropriate sufficient funds to meet the obligations of this Agreement, Grantee shall provide notice to the Board of the specific reason(s) for any decision not to appropriate funding. Grantee's staff shall notify the Board of any recommendation not to fund or to partially fund the annual appropriation necessary to fulfill Grantee's obligations under this Agreement.

3. Public Access. Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the useful life of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

4. Insurance. Grantee shall maintain general liability insurance or self-insure for the entire period of the Project for protection in the event of injury and/or damage. The insurance limits shall not be less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. If the

Grantee contracts with another organization to complete the Project, it is the responsibility of the Grantee to ensure its contractor carries insurance that fulfills this requirement.



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: Lou Hart
Physical Address: [redacted]
Mailing Address: PO Box 88288
E-Mail Address: [redacted]@gmail.com
Home Telephone Number: [redacted]
Business Telephone Number:
Present job title:
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:
[] Planning Commission [x] Community Economic & Development (CDEC) [] Beautification
[] Park & Recreation (PARC) [] Tourism Advisory Committee (TAC) [] Other:
How long have you lived in the City of Ouray? 3 years
What do you think are the major issues affecting our City?
Controlled development
Infrastructure
How do you envision your contribution to this committee?
Fundimentary, objective questioning
Interest in Main St. project

Signature [Handwritten Signature]

Date 3/1/22

Print Name Lou Hart

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

CITY OF OURAY
Professional Service Agreement

THIS AGREEMENT is entered into effective this 21st day of March 2022 by and between: The **CITY OF OURAY**, a Colorado home rule municipal corporation (the City); and **TANGRAM DESIGN, LLC**, a Colorado limited liability company with its principal place of business located at 878 Santa Fe Drive, Unit 1, Denver, CO 80204, (the Contractor).

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

1. SCOPE OF CONTRACTOR SERVICES. The Contractor agrees to provide services to design a master wayfinding program in accordance with the Scope of Contractor Services attached and incorporated as **Exhibit A**.
2. TERM OF AGREEMENT. The term of this agreement shall begin on the effective date above and continue to the completion of the services described in Exhibit A and incorporated herein, upon termination of this agreement by either party, or if the services are not completed, this agreement expires on March 21, 2023 at which time the City and the Contractor will either negotiate a new agreement to complete the services, extend this agreement or their relationship under this agreement will terminate. Additional terms specific to Contractor are attached as **Exhibit B** and incorporated herein.
3. FEES FOR SERVICES. In consideration of the services to be performed pursuant to this agreement the City will pay the Contractor a sum not to exceed of Fifty-Eight Thousand Six Hundred Thirty-Six Dollars (\$58,636.00). Any external costs including, but not limited to, equipment rental, photography and/or artwork licenses, prototype production costs, fabrication and installation cost and fees, music licenses and online application access or hosting fees, will be the responsibility of the City so long as it approves the additional cost in writing prior to Contractor incurring the cost.
4. PAYMENT FOR SERVICES. The Contractor shall submit a detailed invoice to the City describing the professional services rendered. The invoice shall document the hours spent on the project identifying by work category and subcategory the work performed for the period, the hours worked by employee, and the hourly rate charged for that work. The City shall have access to backup payroll documentation identifying individual employee, date, and hours worked. The City shall pay the invoice within thirty (30) days of receipt unless the work or the documentation therefore is unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation.
5. SUBSTANTIVE CHANGES. If the City requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the deliverables, and or the value or scope of the Services, Contractor shall be entitled to submit a new and separate agreement to the City for written approval. Work shall not begin on the revised services until a fully signed revised agreement and, if required.
6. CITY REPRESENTATIVE. City designates the City Administrator as its representative and authorizes him to make all necessary and proper decisions with reference to this agreement.

All requests for contract interpretations, changes, clarifications, or instructions shall be directed to the City representative.

7. INDEPENDENT CONTRACTOR. The services to be performed by the Contractor are those of an independent contractor and not as an employee of City. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the City and the Contractor, or their successors or assigns. No agent or employee of the Contractor shall be or shall be deemed to be the employee or agent of the City. City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor. None of the benefits provided by the City to its employees, including, but not limited to, worker compensation insurance and unemployment compensation insurance, are available from the City to the employees of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, and subcontractors during the performance of this agreement. The Contractor will pay all federal and state income tax on any moneys paid pursuant to this agreement.

8. INSURANCE. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance as called for in this agreement. Insurance shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained during the term of this agreement. Each shall be primary insurance and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall provide the City with certificates of insurance, or other acceptable evidence, showing the required coverages. The City reserves the right to request and receive a certified copy of any policy.
 - a. The Contractor shall procure and maintain the minimum insurance coverages listed below.
 - i. Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee of the Contractor engaged in the performance of work under this agreement.
 - ii. Professional liability errors and omissions or general liability coverage, as appropriate, with minimum limit of One Million Dollars (\$1,000,000.00).
 - b. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
 - c. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this contract, or at its discretion the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor.

- d. The Contractor shall be responsible for any deductible under any policy required above.
9. GOVERNMENTAL IMMUNITY. The Contractor understands and acknowledges that the City relies on and does not waive or intend to waive by any portion of this agreement any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
10. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against liability for damage, including attorney fees and costs, arising out of death or bodily injury to persons or damage to property, caused by the negligence or fault of the Contractor or any third party under the control or supervision of the Contractor, but not for any amounts that are greater than that represented by the degree or percentage of negligence or fault attributable to the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers.
11. EMPLOYMENT OF WORKER WITHOUT AUTHORIZATION. Pursuant to COLO. REV. STAT. § 8-17.5-101, *et seq.*, the Contractor certifies the following:
 - a. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.
 - b. Contractor will not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.
 - c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either (a) the E-Verify Program, (the electronic employment verification program jointly administered by the U.S. Department of Homeland Security and the Social Security Administration, or its successor program) or (b) the Department Program (the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c)).
 - d. The Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
 - e. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Contractor shall be required to: (a) notify the Subcontractor and the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, the subcontractor does not stop employing or contracting with a worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department undertakes pursuant to C.R.S. § 8-17.5-102(5).
 - g. If the Contractor violates a worker without authorization provisions, the City may terminate this Contract for a breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. The City will notify the Office of the Secretary of State if the Contractor violates these provisions, and the City terminates this Contract for that reason.
 - h. The Contractor shall notify the City of participation in the Department Program and shall within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Contract affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC § 1324a, and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the City.
12. ASSIGNMENT. The Contractor shall neither assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of the City.
 13. PAYMENTS BY CITY. Any payments of money by the City pursuant to this agreement shall be subject to the annual appropriations of money.
 14. LEGAL COMPLIANCE. The Contractor shall comply with all laws, ordinances, rules, and regulations relating to the performance of this agreement, use of public places and safety of persons and property.
 15. ACCREDITATION/PROMOTIONS. All displays or publications of the deliverables shall bear accreditation and/or copyright notice in contractor's name in the form, size and location as incorporated by contractor in the deliverables, so long as it is reasonable to do so. Contractor retains the right to reproduce, publish and display the deliverables in contractor's portfolios and websites, and in galleries design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website. City shall have the right to use all deliverables in any way it chooses so long as accreditation is given and full payment under this agreement is received, and this right shall not expire.
 16. NO SOLICITATION. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, the City agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any director, officers, employee, design agent and affiliate of Contractor whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, City agrees that Contractor shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person's

starting salary with City, or (b) 25 percent of fees paid to said person if engaged by City as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for City. Contractor, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

17. NO EXCLUSIVITY. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. City is free to engage others to perform services of the same or similar nature to those provided by Contractor, and Contractor shall be entitled to offer and provide design services to others, solicit, and otherwise advertise the services offered by Contractor.
18. LIMITATION OF LIABILITY. The services and the work product of contractor are sold “as is.” in all circumstances, the maximum liability of either party or its directors, officers, employees, agents, or affiliates, for damages for any causes whatsoever, and the parties maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the sums paid under this agreement. In no event shall either party be liable for any lost data or content, lost profits, business interruption, or for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to the materials and the services provided by contractor, even if the party has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.
19. FURTHER ASSURANCES. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
20. ENTIRE AGREEMENT. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement. Each person signing the contract warrants that they have authority to bind the City or Contractor.
21. BINDING EFFECT. This agreement shall inure to the benefit of and be binding on the parties, their heirs, executors, administrators, assignees, and successors.
22. SEVERABILITY. If any part, term, or provision of this contract is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the part, term or provision held to be invalid.
23. GOVERNING LAW. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
24. WAIVER. No waiver of any breach of this agreement shall be held to be a waiver of any other

or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

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

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

Signatures on Following Page

CITY OF OURAY:

Ethan Funk, Mayor

Attest:

Melissa M. Drake, City Clerk

CONTRACTOR:

George Lim, Owner



Exhibit A-Scope of Services for Wayfinding Project

Tangram Design Professional Services Agreement

This AGREEMENT is made as of the ____ day of _____ in the year of 2022 between the following parties, for services in connection with the Project identified herein.

DESIGNER

Tangram Design, LLC
878 Santa Fe Drive, Unit 1
Denver, CO 80204
(303) 777-8878

CLIENT

City of Ouray
320 6th Avenue
P.O. Box 468
Ouray, CO 81427
(970) 325-7211

PROJECT

City of Ouray Wayfinding Program

This Agreement for design services is between **Tangram Design, LLC** ("Designer"), and the **City of Ouray**, for the performance of the services described herein for the not to exceed amount of **\$58,636**. By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party.

Project Scope (Per the RFP):

Design a new Wayfinding Program for the **City of Ouray**. Tangram to develop a master wayfinding signage plan complete with analysis, system design, documentation specifications and implementation for various forms of signage. The plan should define the types and design of the signs, where they should be located based on the completion of a traffic and parking assessment while using other determinating factors, when the signs should be used (seasonal) and necessary information to ease and direct traffic and pedestrian traffic. The Program should consider all modes of transportation and outline a phased implementation strategy for the project.

The City of Ouray Wayfinding Program Goals include:

Increase and encourage visitors and resident discovery and exploration of the city.

Conduct research on current traffic and parking patterns to determine the wayfinding Program needs and discuss any potential changes to traffic and parking patterns.

Allow easy deciphering of directions to increase a person's ability to traverse the city, while minimize sign clutter.

Incorporate inclusive and universal design into the entire Wayfinding Program.

Welcome and guide the traveling public to and form City amenities.

Develop design standards for wayfinding that are reflective of the City of Ouray's identity.

Wayfinding installations should be able to be easily updated by City staff. Recommendation that clarify roles and responsibilities for the managing of the wayfinding signage content and information.

Condense sign clutter to contribute to beautifying the City streetscapes and limit sidewalk clutter.

All work above will be completed in a twelve month schedule after receiving a Notice To Proceed (NTP) from the client.

The City of Ouray Wayfinding program should consider the following types of wayfinding signage:

Gateway / Welcome Signage

Vehicular Signage

Parking Signage

Pedestrian Signage

Destination Identity / Marker Signage

Consider:

Uncompahgre River Walk and Perimeter Trail Wayfinding

21st Century Wayfinding Signage Components

City Amenities directly adjacent to municipalities i.e. Ice Park, Via Ferrata, Trails, Parking



Exhibit B-Additional Terms and Conditions to Wayfinding Project PSA

This Agreement for design services is between **Tangram Design, LLC** (“Designer”), and the **City of Ouray** (City), for the performance of the services described in the proposal sent to the Client on January 21, 2022 (in the Project Approach section of the submission). The parties therefore agree as follows:

Basic Terms and Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 Agreement means the entire content of this document, which comprises this Basic Terms and Conditions document, Supplement 1, Attachment A: Project Approach, Attachment B: Project Schedule and Attachment C: Fee Proposal.

1.2 Client Content means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 Designer Tools means all design tools developed and/or utilized by Designer in performing the Services.

1.6 Final Art means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer’s selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

1.8 Preliminary Works means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.

1.9 Project means the scope and purpose of the Client’s identified usage of the work product as described in the Proposal.

1.10 Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11 Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables.

1.12 Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.



3. FEES AND CHARGES

3.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Expenses. If not identified in the proposal, Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including costs for postage, shipping, overnight courier, typesetting, blueprints, models, presentation materials and photocopies, computer applications and subscriptions. (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval. parking fees and tolls, and taxi cost and, if applicable, a mileage reimbursement at \$.58.5 per mile.

3.3 Additional Costs. Any and all outside costs including, but not limited to, equipment rental, photography and/or artwork licenses, prototype production costs, fabrication and installation cost and fees, music licenses and online application access or hosting fees, will be billed to Client.

3.4 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 1.5% [or the greatest amount allowed by state law] is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the

Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of Designer's Hourly Rate per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes. Any changes, and compensation owed for changes, shall not be valid unless approved in writing by the City prior to Designer performing any changes in the work.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.



4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or

professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.



8.2 Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services (“Design Agents”). Notwithstanding, Designer shall remain fully responsible for such Design Agents’ compliance with the various terms and conditions of this Agreement.

8.3 No Solicitation. During the term of this Agreement, and for a period of six (6) months after expiration or termination of this Agreement, Client agrees not to solicit, recruit, engage or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire or any other kind of basis, any Designer, employee or Design Agent of Designer, whether or not said person has been assigned to perform tasks under this Agreement. In the event such employment, consultation or work-for-hire event occurs, Client agrees that Designer shall be entitled to an agency commission to be the greater of, either (a) 25 percent of said person’s starting salary with Client, or (b) 25 percent of fees paid to said person if engaged by Client as an independent contractor. In the event of (a) above, payment of the commission will be due within 30 days of the employment starting date. In the event of (b) above, payment will be due at the end of any month during which the independent contractor performed services for Client. Designer, in the event of nonpayment and in connection with this section, shall be entitled to seek all remedies under law and equity.

8.4 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Designer that:

- (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,

- (b) to the best of Client’s knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties,

- (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and

- (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 By Designer

- (a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

- (b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer. Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer’s knowledge, the Final Art provided by Designer and Designer’s subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.



(c) Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever, designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that:

(a) Client promptly notifies Designer in writing of the claim;

(b) Designer shall have sole control of the defense and all related settlement negotiations; and

(c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have

no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the sums paid under this Agreement to the designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of a prorated portion of the fees due and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.



11.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of New Jersey without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Colorado. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to seek equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.



12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall

control. This Agreement comprises this Basic Terms and Conditions document, Supplement 1, Attachment A: Project Approach, Attachment B: Project Schedule and Attachment C: Fee Proposal.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Supplement 1: Environmental Graphic Design-Specific Terms and Conditions

1. PHOTOGRAPHS OF THE PROJECT

Designer shall have the right to document, photograph or otherwise record all completed designs or installations of the

DESIGNER:

CLIENT:

Signature

George Lim

Print Name

Owner

Title

Date

Signature

Ethan Funk

Print Name

Mayor

Title

Date



Project, and to reproduce, publish and display such documentation, photographs or records for Designer's promotional purposes in accordance with Section 6 of the Basic Terms and Conditions of this Agreement.

2. ADDITIONAL CLIENT RESPONSIBILITIES

Client acknowledges that Client shall be responsible for performing the following in a reasonable and timely manner:

- (a) Communication of administrative or operational decisions if they affect the design or production of Deliverables, and coordination of required public approvals and meetings;
- (b) Provision of accurate and complete information and materials requested by Designer such as, by way of example, not limitation, site plans, building plans and elevations, utility locations, color/material samples and all applicable codes, rules and regulation information;
- (c) Provision of approved naming, nomenclature; securing approvals and correct copy from third parties such as, by way of example, not limitation, end users or donors as may be necessary;
- (d) Final proofreading and written approval of all project documents including, by way of example, not limitation, artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that Client has approved work containing errors or omissions, such as, by way of example, not limitation, typographic errors or misspellings, Client shall incur the cost of correcting such errors;
- (e) Arranging for the documentation, permissions, licensing and implementation of all electrical, structural or mechanical elements needed to support, house or power signage; coordination of sign manufacture and installation with other trades; and
- (f) Bid solicitation and contract negotiation; sourcing, establishment of final pricing and contract terms directly with fabricators or vendors.

3. ENGINEERING

The Services shall include the selection and specifications for materials and construction details as described in the Proposal. However, Client acknowledges and agrees [that Designer is not a licensed engineer or architect, and] that responsibility for the interpretation of design drawings and] the design and engineering of all work performed under this Agreement ("Engineering") is the sole responsibility of Client and/or its architect, engineer or fabricator.

4. IMPLEMENTATION

Client expressly acknowledges and agrees that the estimates provided in the Proposal, at any time during the project for implementation charges such as, including, but not limited to, fabrication or installation are for planning purposes only. Such estimates represent the best judgment of Designer or its consultants at the time of the Proposal, but shall not be considered a representation or guarantee that project bids or costs will not vary. Client shall contract and pay those parties directly responsible for implementation services such as fabrication or installation ("Implementation"). Designer shall not be responsible for the quality or timeliness of the third-party Implementation services, irrespective of whether Designer assists or advises Client in evaluating, selecting or monitoring the provider of such services.

5. COMPLIANCE WITH LAWS

Designer shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the applicable rules and regulations such as the Americans with Disabilities Act ("ADA") and Federal Highway Association (FHWA). Designer shall use commercially reasonable efforts to ensure the suitability and conformance of the Final Deliverables.



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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2 attachments

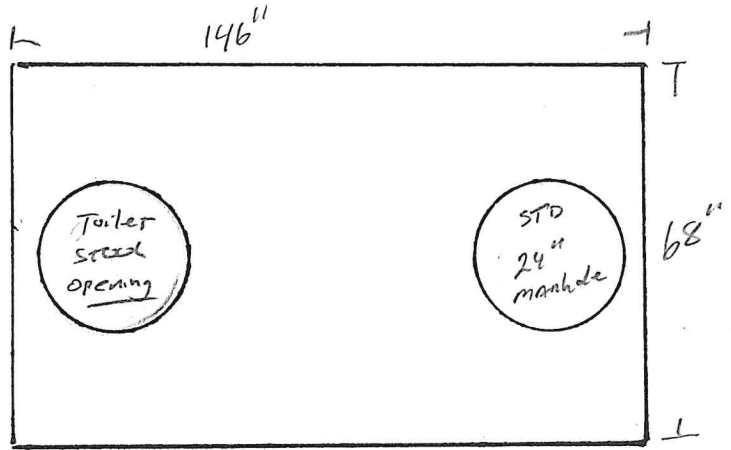
 **Est_22_from_Western_Gravel_Precast_LLC_12400.pdf**
302K



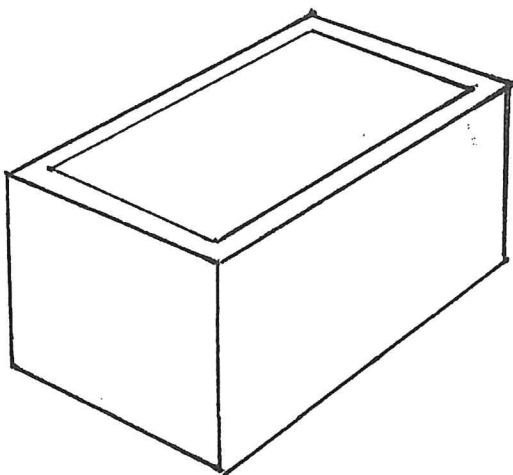
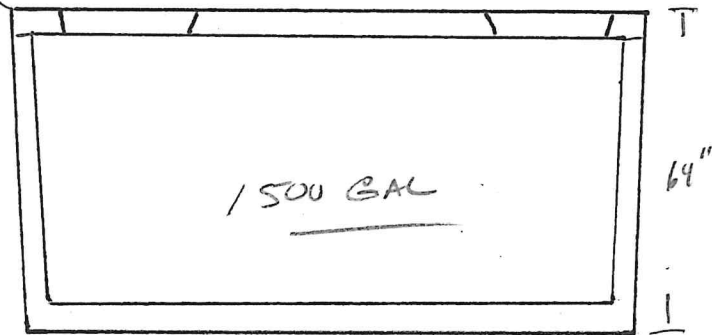
Mark Luppenlatz.pdf

194K

1500 GAL
SINGLE COMPARTMENT
TANK



6" Lid



Ouray Ice Park Comprehensive Management Agreement

This Ouray Ice Park Comprehensive Management Agreement (Agreement) is made by and between the Ouray Ice Park, Inc. (OIPI), a Colorado non-profit corporation, and the City of Ouray, Colorado (the City), effective June 1, 2018. OIPI and the City (collectively the Parties), agree as follows.

Exhibits

- A. Exhibit A – City owned property
- B. Exhibit B – Water Use Agreement between the City and OIPI
- C. Exhibit C – Ouray County Recreational Access Easement Reception #201752
- D. Exhibit D – Eric Jacobson License Agreement to the City of Ouray
- E. Exhibit E – Permit for Concessionaire and Guiding Services
- F. Exhibit F – Map of Ice Park
- G. Exhibit G – Eric Jacobson Grant of Easement Reception #207435
- H. Exhibit H – Ice Park Sustainability Committee Final Report
- I. Exhibit I – GOCO Grant 2012 Ouray Ice Park Land Purchase

Recitals

- A. The Ouray Ice Park is a world-class, internationally known outdoor recreational asset, which provides a unique and exemplary ice climbing experience for all user groups, and which is the core of Ouray's winter economy.
- B. The City owns property as shown on the attached Exhibit A.
- C. The City and OIPI are parties to an Agreement for Management of the Ouray Ice Park, with an effective date of November 19, 2012, an Extension Agreement with an effective date of October 4, 2017, extending the Management Agreement which further extends the Term from Term to May 31, 2018 and this revised Management Agreement June 1, 2018 to May 31, 2023.
- D. OIPI and the City are parties to a Water Use Agreement, Exhibit B, entered into in October, 2009, that grants to OIPI a right to use certain of the City's water for the development of ice falls for recreational ice climbing, among other rights. The Water Use Agreement is contingent upon the parties entering to an operating agreement for the Ouray Ice Park.
- E. The City and The Board of County Commissioners of Ouray County, Colorado, have entered into a Recreational Access Easement Agreement dated September 28, 2009 and recorded at Reception Number 201752 in the records of the Ouray County Clerk and Recorder that concerns access rights to and uses permitted on the County's property, Rio M.S. 1965, as shown on Exhibit C.

- F. The City and Eric R. Jacobson are parties to a License Agreement dated December 15, 2010, Exhibit D, that concerns permissible uses allowed within the area of Mr. Jacobson's FERC license, which is partially located within the Park, as well as other lands
- G. The City received a financial grant from Great Outdoors Colorado, Exhibit I, to facilitate the City's purchase of land within the Park previously owned by the United States of America. That grant placed several conditions on the use of those funds which affect the City's use and ability to delegate use and development of the Park.
- H. The City and San Juan Mountain Guides, LLC, , are parties to a Permit for Concessionaire and Guiding Services 2010-2015 Season (Guiding Permit), entered into in 2010, Exhibit E, which regulates specific commercial uses in the Ice Park under certain circumstances.
- I. The City has the ability and authority to grant the rights and create the obligations established by this Agreement.

Now therefore, in consideration of the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties additionally agree as follows.

Agreement

I. Scope and Activities

- A. The Ouray Ice Park (the Park) is a property located south of the City of Ouray. It is comprised of lands owned by the City and lands to which the City has acquired various access and use rights. The Park is depicted on the map attached to this Agreement as Exhibit F, which is hereby incorporated into this Agreement by reference.
- B. The City hereby grants to OIPI the authority to provide the Activities described in Section I-C, below within the Park. In addition, the City hereby grants to OIPI all necessary ancillary authority to perform these Activities, including a right to grant permission to use the Park. OIPI is not responsible for overseeing or otherwise managing the Park or any use of the Park that is not an Activity as described in Section I-C, below, or which is otherwise outside the scope of this Agreement.
- C. Activity or Activities as those words are used throughout this Agreement, shall be defined as the following to be provided by OIPI.
 - 1. OIPI agrees to create, maintain, and fund, to a degree and extent that is in its sole discretion, the following climbing venue.
 - a. The Park includes an ice, and mixed ice and rock climbing venue constructed annually by OIPI and comprised of ice falls, climbing routes, anchors, access trails, bridges, causeways, and other related infrastructure.

- b. OIPI shall also manage the operation of and maintain the ice and mixed climbing venue referenced above. Such operation and maintenance may include, for example and without limitation, rock scaling, clearing vegetation, snow removal, placement of signs and barricades, annually opening and closing the Park for ice and mixed climbing, and the opening and closing of climbing areas within the Park or areas of the Park for use by the public when there is a concern about public safety.
 - c. While this ice and mixed climbing venue is re-created annually, improvements related to it may remain in the Park year-round. Such improvements include, for example and without limitation, above and below ground water lines and pipes; sprinkler and shower heads; climbing anchors including without limitation bolts, chains, and pruned trees; informational signs; barricades; on-site storage; observation platforms; metal and wooden causeways, bridges, stairs, and ladders; and pedestrian trails. OIPI will maintain improvements, including any items placed in the Park or adjacent property for purposes of any Activity. In addition, OIPI will remove any temporary items or property related to the operation of the Park within fifteen (15) days of the closing of this climbing venue at the end of the ice climbing season.
 - d. Despite the inherent risks involved in the public's use of the Park, OIPI agrees to make public safety a primary concern, and public safety shall be a topic of discussion at OIPI Board of Directors' meetings. OIPI shall review accidents and incidents to consider safety improvements to the Park.
- D. Any proposals to develop, maintain, or fund additional Activities outside the scope of this Agreement or to amend other documents or other plans in order to establish additional permissible uses of the Park, regardless of their origin, will be considered first by OIPI. If a proposal is received by the City, before considering it, the City shall first refer the proposal to OIPI. OIPI will consider such proposals at a noticed public meeting. After the meeting, OIPI will make a recommendation to the City. The City will consider the proposal or amendment.
- E. Notwithstanding the obligations and authority elsewhere outlined in this Section II, OIPI shall not install, construct, or cause to be constructed any fixture in the Park valued in excess of \$2,500.00 without prior notice to and approval by the City. If the improvement is valued at less than \$10,000.00 but more than \$2,500.00, the City Administrator may approve the fixture on behalf of the City. If the City Administrator denies a request, OIPI may appeal that decision to City Council.
- F. OIPI expressly acknowledges that there are other recreational uses permitted within the Park. The Parties agree to coordinate use of the Park and the City shall not take any action that materially interferes with OIPI's Activities and events, notwithstanding the City's right to terminate this Agreement under Section X.
- G. The City may enact ordinances establishing rules and regulations for use of the Park. OIPI may recommend to the City rules and regulations for use of the Park. OIPI may enact

emergency rules and regulations but if OIPI intends the rule or regulation to remain in effect longer than thirty (30) days, it shall recommend adoption of the rule or regulation by the City. If the City chooses not to implement a recommended rule or regulation pursuant to an ordinance, OIPI may adopt that rule or regulation only upon approval by the City. Under no circumstances shall any rule or regulation imposed by OIPI be in conflict with a rule or regulation adopted by the City. Ordinances enacted by the City shall not materially interfere with OIPI's Activities and Events, and shall be subject to Section VIII-A, below.

- H. The City owns the building in the Park colloquially known as the Powder House. The City hereby grants to OIPI the right to occupy, improve, maintain, and otherwise use that building during the term of this Agreement and subject to the limitations in this paragraph. OIPI shall not have any obligation to maintain or improve the Powder House. The City reserves the right to enter and maintain the Powder House. The Parties acknowledge and agree that the exercise of the City's right may require that the City have exclusive possession of the Powder House to conduct maintenance and repair for a period of time limited to that required to conduct such maintenance and repair.
- I. The parties hereby extend the Water Use Agreement, Exhibit B, for an additional period to run from June 1, 2018, through May 31, 2023.

II. Events

- A. The City grants to OIPI the right and authority to conduct, manage, and host the annual Ouray Ice Festival. OIPI may conduct, manage, or host additional high-impact events within the Park upon notification and approval from the City. City staff may refer a request to conduct, manage or host a high-impact event from OIPI to City Council for approval. For purposes of this Section, a high-impact event is one that requires extensive closure of areas of the Park to accommodate the event, or one during which extended or abnormal crowding is expected to foreclose or substantially interfere with non-event use of the Park. OIPI may conduct, manage, and host other events that are not considered high-impact to a degree and extent that is in its sole discretion. OIPI may conduct events to raise funds to facilitate its operation.
- B. The City shall manage any events in the Park not managed by OIPI. The City shall not require OIPI or its staff to participate in any such events. The City and OIPI shall communicate to ensure that events managed by the City do not conflict with events managed by OIPI or other operations in the Park.

III. Concessions

- A. OIPI may conduct, manage and develop commercial activities and other concessions in the Park which are related to the events and Activities managed by OIPI under this Agreement, except as otherwise limited by this Agreement. The proceeds from these activities shall be devoted to the provision of the events and Activities provided by OIPI. Without limitation, these commercial activities may include the sale of merchandise, and commercial activity associated with the annual Ouray Ice Festival.

- B. Any commercial activity on the public property within the Park shall comply with the permitting requirements of the City Code for the sale of goods and services, except that to the extent such permitting requirements modify the rights granted in this Section III, such modification shall be considered to be an “event” addressed by Section VIII, below.
- C. Concessionaire services rendered from June 1, 2018 to April 30, 2019. As stated above, the City is a party to a Permit for Concessionaire and Guiding Services in the Ouray Ice Park (the “Guiding Permit”), which terminates by its terms on April 30, 2019. Pursuant to the Guiding Permit, the City has established a limited number of Service Days that are used by these commercial users of the climbing venues in the Park. The City agrees not to change this number of Service Days without allowing OIPI to comment on such action. This Section shall not be construed to affect OIPI’s ability to draft rules and regulations that govern a Guiding Permit holder’s conduct in the Park pursuant to Section I-G, above.
- D. Concessionaire services as of May 1, 2019 The Guiding Permit, which runs through April 30, 2019, will not be renewed. Effective May 1, 2019, OIPI will assume the majority of the responsibilities, which currently appear in Section II.D.1. of the Permit, as follows:
1. Historical Use Percentage. OIPI shall maintain the historical 75% of visitor capacity reserved for Recreational users (non-guided, non-commercial, non-institutional) and shall maintain the historical 25% of visitor capacity reserved for Commercial and Institutional users.
 - a. The Parties acknowledge the need for more accurate data regarding the capacity of the Ouray Ice Park with respect to usage by all User Groups and contemplate engaging a person to assist with data collection in time for the 2018-19 Season.
 - b. The parties agree that if the data indicates total facility capacity is reduced at certain times in the season or under certain conditions (amount of terrain open, length of season, etc.), OIPI may direct Commercial and Institutional use away from periods of lesser capacity and into periods of greater capacity.
 2. Transition from Permit. On expiration of the Guiding Permit, it is the policy direction of the Ouray City Council to extend limited protection to the existing Commercial Users of the Ouray Ice Park. Limited protection shall be extended to the San Juan Mountain Guides (SJMG) and all Commercial Users operating in either the 2017-18 Season or the 2018-19 Season, such that no decision by OIPI as to usage shall materially alter the percentage of usage of SJMG or the Commercial Users in the 2019-20 Season. These protections are subject to the following conditions:
 - a. Neither the City nor OIPI intend the limited protection offered here to create monopoly control of the Ouray Ice Park, or to act as a barrier to entry to any qualified Commercial User in the 2019-20 Season.

- b. SJMG and all Commercial Users, as defined above, shall be provided in the 2019-20 season the same percentage of use as each was allocated during the 2017-18 and 2018-19 seasons (as an average of those two seasons).
 - c. In any case, OIPI shall manage usage consistent with historical use percentages, in accordance with Section III, D.
3. Effective September 1, 2019 and annually thereafter OIPI will notify each commercial guide of their user day allocation for the season.
- E. With exception to Section III C, OIPI shall have the responsibility to manage all users of the park. The three main user groups, broadly defined, are 1) Commercial Users, 2) Institutional Users, which include educational and nonprofit users, and 3) Recreational Users.

IV. Fees

- A. Commercial Users operating under the Guide Permit will operate under the terms of the Guide Permit through April 30, 2019. Beginning with the 2019-20 Season, Commercial Users may be charged a fee.
- B. Institutional Users shall be charged a fee beginning with the 2018-19 Season.
- C. The fee structure is to be determined, customary to fees charged in similar built environments, and may be a percentage of gross sales (3%, 5%, etc.), or a fee charged per individual user. The fee structure shall be approved by both the City and OIPI, and may be adjusted from time to time. Any fee structure that includes Commercial Guides shall include Institutional Users.
- D. All fees charged shall be collected by OIPI and split evenly (50% to OIPI and 50% to the City), but all fees collected shall be spent for the benefit of the Ouray Ice Park itself. OIPI shall submit an accounting of revenue and itemize expenses report with the first annual report on May 15. The City shall place all fees so received in a restricted enterprise fund for the purpose stated here or in a reserved restricted account and identified specifically in the budget and produce an expenditure report.
- E. Local food and merchandise vendors may be offered a reduced fee structure on terms to be determined and mutually agreed to by the Parties.

V. Sustainability of the Ice Park and Operations

- A. Data Compilation. The City shall make its best and good faith effort to engage an intern, preferably in a graduate program, for the 2018-2019 ice climbing season. This intern so engaged shall work at the direction and under the control of the City Administrator. Any such person so engaged shall work to gather Outdoor Recreation data including usage of the Ice Park by all User Groups, provide resources to compile Standard Operating Procedures

(SOP), assist with Risk Management development and to perform other duties as assigned. The timeline is as follows:

1. May 31, 2019 Visitor Capacity Study
 2. May 31, 2020 Standard Operating Procedures (SOP) including Risk Management Manual and/or documentation of Safety Program Implementation and Enforcement
 3. May 31, 2022, or earlier if available, recommendation on preferred method of Ice Park management/operation model
 4. May 31, 2023, or earlier if, implementation of components that establish sustainable operation technics including funding, provide a recreational facility and protect the health of the Ice Park.
- B. **Advisory Team.** There is hereby identified an Advisory Team (AT), to be further named, defined and purpose as set forth in this section by By-Laws drafted by the four (4) core members and approved by both OIPI and the City prior to September 1, 2018. The goal of the AT is a group of persons committed to the best interest of the Ouray Ice Park. The purpose of the AT is to provide an informal venue for the Parties and interested persons to discuss various issues concerning the Ouray Ice Park in good faith, including management, operations, usage, capital planning, long-term strategic planning, succession planning, sustainability, mission, vision, values, recreational interests, commercial interests, economic impact, and similar topics. The AT shall also be a venue to manage disputes, disagreements, and unforeseen issues as they arise, however work of the AT shall be advisory and nonbinding. The AT shall meet no less frequently than quarterly and as needed. The core members of the AT shall include: 1) a member of City Council, 2) the City Administrator, 3) a member of the OIPI Board, 4) the OIPI Executive Director, and three (3) at large members appointed by mutual agreement of the four (4) core members.
- C. **Development.** This Comprehensive Management Agreement is limited by its terms, with respect to future development of other facilities within the Ouray Ice Park. The City and OIPI agree that future development within the Ouray Ice Park, if any, shall be mutually agreed upon and not encumber or negatively impact OIPI's seasonal operations or City authorized Via Ferrata.

VI. Reports

- A. OIPI agrees to report to the City twice a year regarding its operations in the Park. The first report shall be submitted to the City by May 15 and shall detail the activities and events conducted by OIPI, and successes and challenges of the previous ice climbing season, including a report on user safety. The second report shall be submitted by October 15 and detail OIPI's plans for the upcoming ice climbing season and any improvements planned or made by OIPI. The following components shall be included in one or both of the reports:
1. Fiscal year financials
 2. Annual budget
 3. Water Usage
 4. Concessionaire use

5. Implemented safety programs with incident reports
 6. Scheduled Training
 7. Ambassador Report (incidents/enforcement, visitor information if available, etc.)
 8. Improvements (improvements planned/completed at the appropriate report date)
- B. City and OIPI representatives will shall cooperate with Eric Jacobson or his designee in the preparation and submission of the FERC Form 80 "Licensed Hydropower Development Recreation Report" per Federal Regulation 18 CFR 8.11 at every 6th year interval.

VII. Statutory Protection

- A. The City relies on the protections of the Colorado Recreational Use Statute, COLO. REV. STAT. §33-41-101, *et seq.* (the CRUS), and the Colorado Governmental Immunity Act, COLO. REV. STAT. §24-10-101 *et seq.* (the CGIA). This Agreement shall be construed, to the extent possible, to allow the full protection of such statutory protections to all parties who have granted easements or permits related to the recreational uses in the Park. OIPI shall operate and maintain the Ice Park in a manner to ensure the protections of these statutes with regard to Recreational Users. For example, and without limitation, OIPI shall not charge a fee for use of the Park by Recreational Users.
- B. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by the City, the City agrees to hold harmless, defend and indemnify OIPI from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any member of the public arising out of or relating to Activities and events conduct or managed by OIPI as contemplated under this Agreement.
- C. As stated in Section I-B, above, OIPI has a right to grant permission to use the Park, and thus for purposes of the CRUS, the City represents and acknowledges that OIPI is an owner as that term is defined at COLO. REV. STAT. §33-41-102(3), and this Agreement shall be construed, to the extent possible, to establish OIPI as such an owner.

VIII. Agreements and Statutes that Affect OIPI Activities

- A. Any of the events listed below shall not be construed to broaden or increase OIPI's obligations established pursuant to this Agreement without a modification of this Agreement. In addition, the following events may be cause to terminate this Agreement if the event results in a new or greater obligation for OIPI or materially impacts OIPI's rights or ability to carry out the obligations established by this Agreement:
1. Any change in any agreement referenced in the Recitals;
 2. Any change in any statute referenced in Section V;
 3. Any new agreement entered into by the City or its agents or assigns;
 4. Any new statue, law, or other applicable regulation; or
 5. A change in OIPI's access to the City's water supply; or
 6. An expansion or contraction of the Park.

- B. As described in the Recitals, the City has acquired a license concerning certain property owned and, or, licensed by FERC to Eric R. Jacobson and an easement to property owned by Ouray County. The City shall have the responsibility for ensuring compliance with its obligations under those agreements and shall notify OIPI of any issues related to such compliance. Any compliance measure that results in a change or impact similar to that described in Section VIII-A shall be cause to terminate this Agreement.

IX. Insurance

If at any time while this Agreement is in effect, the City obtains general liability insurance coverage concerning the existence or use of the Park, the City shall include OIPI as an additional named insured party on the City's general liability insurance coverage. If at any time while this agreement is in effect OIPI obtains general liability insurance coverage concerning the existence or use of the Park, OIPI shall include the City as an additional named insured party on the City's general liability insurance coverage.

X. Term and Termination

The Term of this Agreement shall be five years, commencing on June 1, 2018 and extending through May 31, 2023, It is anticipated that OIPI shall have exclusive control of and access to the Ice Park and its facilities from October 1 through April 15, for set-up, shut-down and operation of the Ice Park facilities. Nothing in this Agreement shall restrict OIPI from engaging in the maintenance or repair of Ice Park facilities and/or other related Ice Park functions at other times of the year, provided that such activities occurring during April 16 through September 30 of each year shall be conducted in such manner as not to materially interfere with other City-authorized activities or functions.

- A. This Agreement may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
1. This Agreement may be terminated upon the material breach of a provision of this Agreement, a material misrepresentation, or the insolvency or incapacity of either party.
 2. The occurrence of any event listed in Sections VIII-A and VIII-B of this Agreement.
 3. This Agreement may only be terminated upon 90 days prior written notice to the non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Agreement shall not terminate until it is determined that the cure cannot be completed. In the event that such cause is cured, this Agreement shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Agreement shall terminate thirty (30) days after the notice is given.

- C. In the event this Agreement is terminated, the City shall be free to continue to operate the Park or to enter into an agreement or agreements with other parties providing for the operation of the Park.
- D. Either party may unilaterally suspend the conduct of an Activity as a result of extreme hazards or extreme safety concerns. The suspending party shall provide no less than fifteen (15) days prior written notice to the other party. Such notice must plainly and clearly explain the Activity to be suspended, the nature of the hazard or safety concern, and the corrective measures required to resume the operation of the suspended Activity. Either party may suspend the conduct of an Activity without prior notice if there exists an immediate threat to health or safety associated with the conduct of such Activity. However, the suspending party shall provide notice of the as soon as practicable after a suspension due to an immediate threat to health or safety. Any suspension of an Activity shall not last longer than the minimum period of time reasonably necessary to correct the reason for such suspension.
- E. Upon termination of this Agreement, any fixtures installed by OIPI in the Park shall be the property of City. OIPI shall retain all other non-fixture improvements installed by OIPI, subject to the following conditions. OIPI shall remove all its property and, or non-fixture improvements within forty-five (45) days after the termination of this Agreement, or as soon as is practicable if forty-five days is an insufficient amount of time. If such property or non-fixture improvements are not removed, the City may, at its sole discretion, retain such property and improvements or have such property and improvements removed.
- F. To the extent that the previous operating agreement between the parties, referenced in the Recitals above, has expired, and to the extent that that agreement put in place provisions for various property interests to be exchanged in the event that that agreement expired, the parties agree that no such exchange shall occur.

XI. Miscellaneous

- A. OIPI owns and has registered its ownership of the following trademarks: the “Ouray Ice Park” and “Ouray Ice Festival” word marks, as well as other design marks (Marks). No license to use those trademarks or other trademark right, copyright, or other intellectual property right owned or reserved by OIPI is conveyed by this Agreement to the City or any other party or entity. During the term of this Agreement, OIPI may not assign any Marks to a third party without written consent by the City. Upon termination of this Agreement, the City has the right to purchase the Marks owned by OIPI after the effective date of this Agreement. The City shall notify OIPI in writing within ten (10) days after the termination of this Agreement of its intent to exercise its right to purchase. If the City fails to provide such notice, OIPI may retain or assign the Marks to a third party. If the City does provide such notice, OIPI may not assign the Marks to a third party unless the City waives its right to purchase the Marks as provided for in this paragraph. The parties agree that the purchase price of the assignment is equal to the documented and reasonable costs incurred by OIPI to maintain such Marks and prosecute infringement upon those Marks and goodwill valued at \$1,000.00 per Mark so assigned. Any cost associated with the assignment itself shall be

borne by the City. The City shall pay OIPI the purchase price within thirty (30) days of the parties agreeing on the purchase price. If the City fails to pay the purchase price within thirty (30) days, it waives its right to purchase the Marks pursuant to the terms of this paragraph. Upon the City's payment, OIPI will assign the purchased Marks and coordinate with the City to file all required documentation with the United States Patent and Trademark Office, Colorado Secretary of State and any other applicable agency.

- B. OIPI shall cause its articles of incorporation and bylaws to be amended as necessary to be consistent with this agreement. OIPI shall provide adequate notice to the City of all regular, public OIPI Board of Directors' meetings.
- C. The parties are independent contractors and no other partnership, employment status, or other relationship is established by this Agreement.
- D. Neither party shall be responsible for any delay or failure to perform any provision of this Agreement to the extent such delay or failure is caused by a force majeure circumstance or other Act of God.
- E. The City may, upon reasonable notice to OIPI, inspect and evaluate all OIPI operations in order to ensure public safety and health, identify operating deficiencies and to ensure satisfactory services for the general public.
- F. Neither party to this Agreement may transfer or assign its interests, obligations, or rights established by this Agreement without prior written of the other party to this Agreement.
- G. If any of the provisions of this Agreement are deemed by a competent court to be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement.
- H. Any notice required by this Agreement shall be directed to the following addresses.

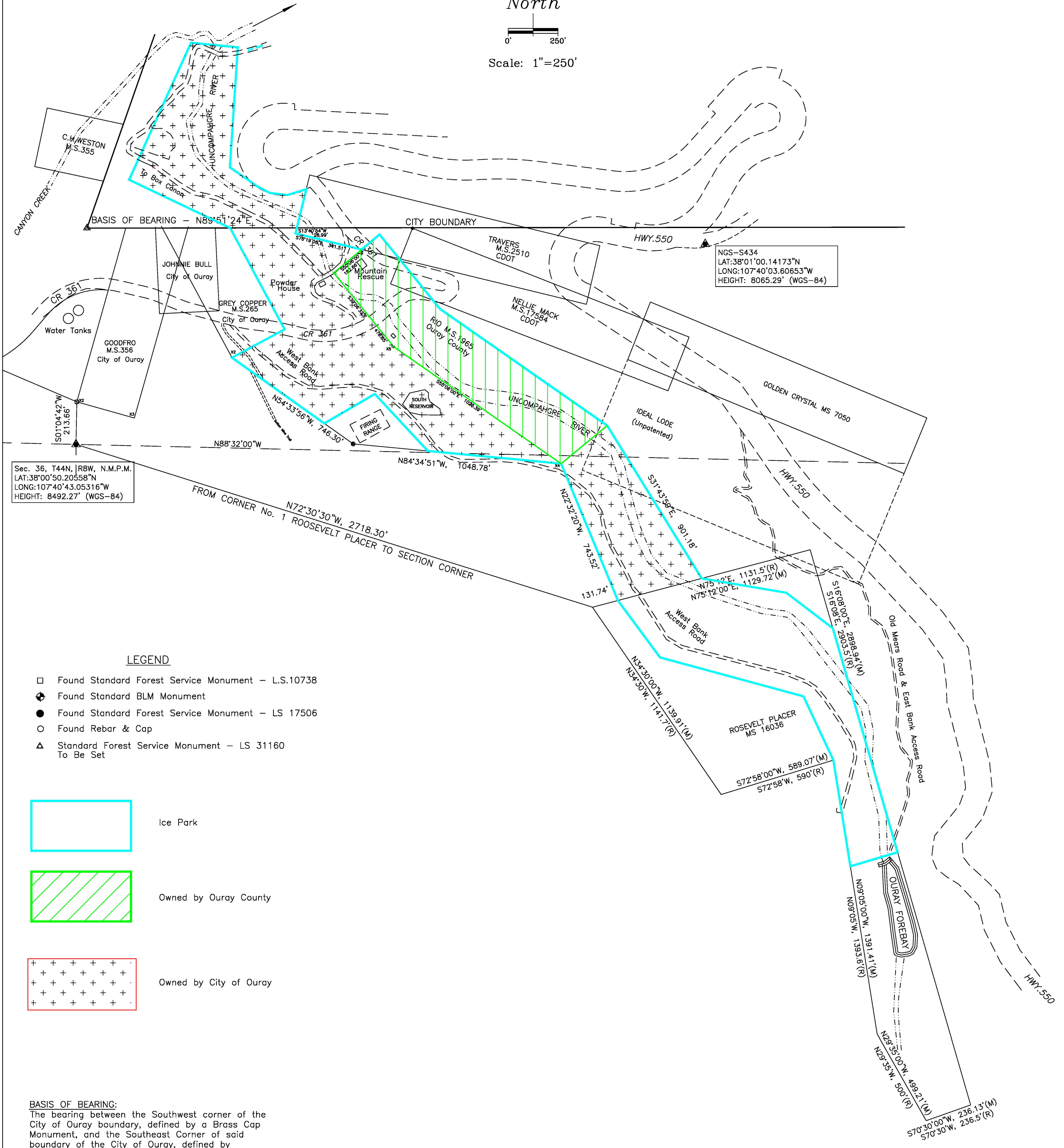
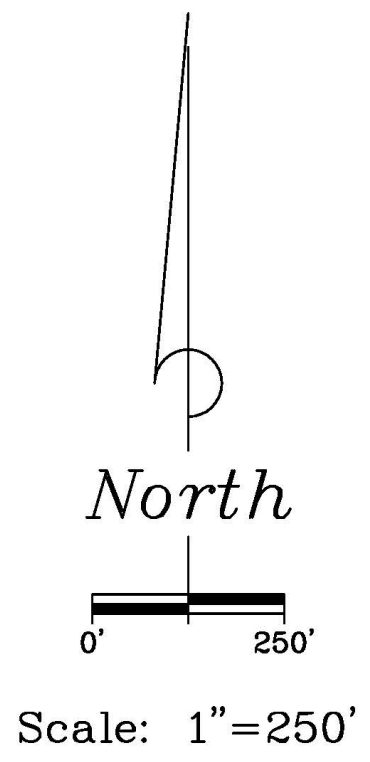
To OIPI:
Ouray Ice Park, Inc.
info@ourayicepark.com
PO Box 1058, Ouray, CO 81427

To the City:
City of Ouray
Attn: City Administrator
PO Box 468, Ouray, CO 81427

- I. The failure by a party to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the overall validity of this Agreement.
- J. Headings used in this Agreement are for organization only, and shall not be used to interpret the meaning of any provision of this Agreement.

Ouray Ice Park Map

Ouray, Colorado



Sec. 36, T44N, R8W, N.M.P.M.
 LAT: 38°00'50.20558"N
 LONG: 107°40'43.05316"W
 HEIGHT: 8492.27' (WGS-84)

NGS-S434
 LAT: 38°01'00.14173"N
 LONG: 107°40'03.60653"W
 HEIGHT: 8065.29' (WGS-84)

LEGEND

- Found Standard Forest Service Monument - LS.10738
- ⊕ Found Standard BLM Monument
- Found Standard Forest Service Monument - LS 17506
- Found Rebar & Cap
- ▲ Standard Forest Service Monument - LS 31160 To Be Set

- Ice Park

- Owned by Ouray County

- + + + + +
+ + + + +
+ + + + + Owned by City of Ouray

BASIS OF BEARING:
 The bearing between the Southwest corner of the City of Ouray boundary, defined by a Brass Cap Monument, and the Southeast Corner of said boundary of the City of Ouray, defined by Standard BLM Monument, is assumed to be N89°51'24"E as defined by a GPS survey of said monuments.

REVISIONS	SURVEYED BY R. A. L.	DATE 12/12	Disk	MONADNOCK MINERAL SERVICES	
				342-7TH Ave. - P.O. Box 85, Ouray, Colorado 81427 PLS 31160 - CPC 4682	
	DRAWN BY T. A. P.	SCALE 1"=250'	ACCT. NO. J12058	SHEET 1 of 1	

WATER USE AGREEMENT

THIS AGREEMENT made and entered into effective the 3rd day of November, 2009, by and between: the City of Ouray, Colorado (the City); and Ouray Ice Park, Inc. (OIPI).

NOW THEREFORE, in consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

1. The City holds adjudicated water rights known as Weehawken Spring, for the use and benefit of the inhabitants of the City for domestic purposes.
2. The City has previously allowed OIPI to connect to the Weehawken Spring water system to withdraw untreated water for the purpose of making ice in the Uncompahgre Gorge (Ouray Ice Park).
3. The City of Ouray was party to an agreement with BIOTA Brands of America (BIOTA), dated August 5, 1996, for the sale and purchase of untreated water from the Weehawken Spring.
4. Pursuant to the terms of the agreement with BIOTA, upon termination of that agreement, the City acquired all pipelines and appurtenances installed upon any property or easement belonging to the City and lying between the City tank and the BIOTA facility.
5. OIPI may construct a new connection to Weehawken Spring water system to withdraw untreated water for the purpose of making ice in the Ice Park that connects to the former BIOTA line.
 - a. The connection will be located where the BIOTA water line crosses CR 361.
 - b. The connection will be engineered with plans provided to the City for review and approval.
 - c. The connection will include an automated valve that will shut off in the event the City's water tank level drops twenty-four inches (24").
 - d. The valve system will also have a manual override and may be shut down at any time by the City.

- e. All connections to the water line will be solely at the expense of OIPI.
6. OIPI will be responsible to maintain all connections to the water line, at its expense.
 7. This agreement shall be contingent upon the City and OIPI entering into a separate OPERATING AGREEMENT FOR OURAY ICE PARK. In the event that such operating agreement expires or terminates, this water use agreement shall automatically terminate.
 8. In no event shall this agreement exceed a term of ten (10) years; and it may be terminated earlier as otherwise provided herein or in the event the City has any reason to shut down or remove the water line.
 9. OIPI shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the City. Upon termination for any reason, OIPI shall remove all valves, connections, and piping connected to the water line, as well as make all necessary repairs to the water line.
 10. The City shall have the right to terminate this Agreement upon the breach of any of the terms herein by OIPI. Provided, however, the City shall provide thirty (30) days notice prior to termination and OIPI may correct any breach during that time.
 11. No part of this Agreement will prevent the City from using the water line or its water for other purposes. All uses by the City will take priority over any uses by OIPI.
 12. This Agreement may not be assigned to any other party by OIPI without the express written consent of the City.
 13. Any notice required by this Agreement shall be deemed complete when mailed, certified mail, return receipt requested, with sufficient postage to the following addresses:

Ouray Ice Park, Inc.
P. O. Box 1058
Ouray, CO 81427

City of Ouray
P. O. Box 468
Ouray, CO 81427

Or notice may be delivered to the other party.

14. Each party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other party in order to complete the transactions contemplated by this agreement and to enable the requesting party to enjoy the full benefits conferred upon such party by this agreement.
15. OIPI shall indemnify the City against all liability or loss, and against all claims or actions based on or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this agreement or by conditions created thereby, or based on any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions.
16. If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid.
17. This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
18. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.
19. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
20. For the convenience of the parties, signatures to this agreement may be provided through facsimile transmission. The signature of a party to this agreement supplied by facsimile transmission shall be as binding as an original.
21. The person signing this agreement below represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

22. Wherever in this agreement, words, including pronouns, are used in the masculine, they shall be read and construed in the feminine or neuter whenever they would so apply, and wherever in this agreement, words, including pronouns, are used in the singular or plural, they shall be read and construed in the plural or singular, respectively, wherever they would so apply.

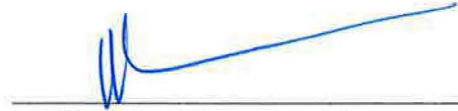
IN WITNESS WHEREOF, the parties have signed this agreement the day and year first written above.

CITY OF OURAY

OURAY ICE PARK, INC.



Robert E. Risch, Mayor



William R. Whitt, President



*Ouray Ice Park Agreement
(City of Ouray)*

RECEPTION#: 201752, 10/07/2009 at 01:58:08 PM, 1 OF
5 PAGES, Total Fees: \$26.00
MICHELLE NAUER, OURAY COUNTY, CO. CLERK &
RECORDER

RECREATIONAL ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made and entered into effective the 28th day of September, 2009, by and between: The Board of County Commissioners of Ouray County, Colorado (Grantor); and The City of Ouray, Colorado (Grantee).

MATERIAL TO THIS AGREEMENT the parties acknowledge the following facts.

- A. Grantor owns real property generally located to the south of Ouray, Colorado in the Uncompahgre Gorge of the upper Uncompahgre River in Ouray County, Colorado, more particularly described as the Rio Lode, M.S. 1965 (hereinafter referred to as the Property or Easement Area).
- B. Grantor desires to grant unto Grantee easements and rights of way over the Property for public recreational purposes, including but not limited to, skiing, hiking, bicycling and ice and rock climbing, and subject to the conditions and covenants set forth herein.
- C. Grantee desires to accept such easement and to perform its obligations in such manner as to protect Grantor's Property and the leasehold interests and improvements appurtenant thereto, and so as to minimize any liability of the Grantor and Grantee for permitting such recreational uses.
- D. By entering into this easement and agreement, the parties hereto desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable law, including but not limited to the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., and COLO. REV. STAT. § 13-21-115.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. **Grant of Easement.** Grantor hereby grants to Grantee, until September 28th, 2029, a non-exclusive easement and right-of-way for the purposes set forth below on, over and across the Property.

2. **Acceptance.** Grantee accepts this easement and agrees to be bound by its covenants, terms, conditions, restrictions and limitations.
3. **Permitted Uses.** Use by Grantee of the easement granted herein is exclusively for public recreational purposes, including but not limited to: picnicking, hiking, snowshoeing, cross country skiing, bicycling, sight-seeing, exploring, rock climbing, ice climbing, bird watching, photography, and rescue training, subject to the conditions and covenants set forth below. The installation and use of zip lines is permitted only in during the annual Ice Festival and on the Fourth of July. Use by the Grantee shall include use by Grantee, its residents, visitors, licensees, and invitees. Grantor acknowledges and understands that Grantee will permit the Ouray Ice Festival to take place annually within the Easement Area.
4. **Prohibited Uses.** The following uses are specifically prohibited: motorized vehicles horses and horseback riding, camping, hunting, swimming, tubing, diving, target shooting, zip lines (except during the annual Ice Festival and on the Fourth of July) and via ferratas. However, no such limitation is placed on the Ouray hydroelectric operation in carrying out maintenance and inspection of its system, or for equipment necessary to operate, maintain or perform rescues within the Ice Park. Grantee shall not use the Easement Area or the Property for commercial purposes, provided that this limitation shall not be deemed to prohibit entry upon or use of the Property pursuant to this Agreement by professional climbing or mountaineering guides who may charge their clients for their services. Nothing contained herein shall be construed to limit ingress or egress on County Road 361 for all legal uses.
5. **Construction and Maintenance of Improvements.** Within the general recreational purposes for the grant of the easement, Grantee may, without limitation, construct, install, maintain and repair plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), safety signs, noncommercial (except during the Ice Festival) signage including public information and directional signs, barricades and markers, a small office building, observation platforms, metal and wooden catwalks, bridges, stairs and ladders, and pedestrian trails within the Easement Area. Any additional permanent structures or buildings, or additions to existing buildings or structures, other than plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), to be placed within or on the Easement Area shall require prior written approval of the Grantor.

6. **Maintenance.** Grantee shall maintain the Easement Area, including but not limited to, all permitted improvements.
7. **Statutory Protections.** The parties expressly acknowledge that Grantor is entitled to the benefits, protection and limitation on liability afforded by Colorado law governing recreational easements, COLO. REV. STAT. §§ 33-41-101, et seq. By granting the easement, Grantor shall have no obligation to insure or indemnify Grantee for any injury, claim or damage to any person or property, alleged to have occurred while using the easement for the identified purposes. Grantee shall name Grantor as an additional insured on the Grantee's general liability insurance policy with respect to the use of the easement granted herein and shall provide Grantor with a Certificate of such insurance. Nothing herein is intended to waive any limits on liability afforded to the parties under the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., COLO. REV. STAT. § 13-21-115, or other law. Grantee shall ensure that all entities or individuals who Grantee authorizes to provide guides services within the area known as the "Ice Park" shall maintain appropriate liability insurance and shall include Ouray County as an additional insured on such policies.
8. **Grantor's Remedies.** Grantor reserves the right to deny the Grantee the use of the easement, or revoke the easement granted by this Agreement upon Grantee's breach of any covenants contained herein. Prior to denial of the use of the easement by Grantor, or the revocation of the easement granted by this Agreement, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or specific instances of trespassing or interference, and Grantee shall have ninety (90) days from the date of the notice to comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease.
9. **No Assignment.** This easement may not be transferred or assigned without the prior written consent of the other party. Grantor understands and agrees that Grantee may delegate its responsibilities to a third party, subject to the terms of this agreement.
10. **Notices.** All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Ouray County
 P.O. Bin C
 Ouray, CO 81427

If to Grantee: City of Ouray
 P.O. Box 468
 Ouray, CO 81427

11. **Easement Appurtenant.** This easement granted herein and all provisions of this agreement shall run with the land and shall be applicable to and binding upon the parties, their respective representatives, successors, and assigns.
12. **Entire Agreement.** This agreement contains the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement may not be modified or amended except in writing signed by all the parties hereto.
13. **Termination of Prior Agreements.** By entering into this agreement Grantor and Grantee terminate the RECREATIONAL ACCESS EASEMENT AND AGREEMENT, dated November 27, 1995, and any renewals thereof, wherein The Board of County Commissioners of Ouray County, Colorado was the grantee and The City of Ouray, Colorado was the grantor.
14. **Choice of Law, Jurisdiction and Venue.** The law of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Any disputes arising under this agreement shall be decided by a court of competent jurisdiction in Ouray County, Colorado.
15. **Fees.** If grantee, during the terms of this agreement, initiates a fee system for the use of the Ice Park that includes all or part of the Easement Area, and the revenues from which are not dedicated to Ice Park improvements or operational costs, Grantor and Grantee shall promptly negotiate a reasonable pro-rata amount of such fees to be paid to Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

❖ SIGNATURES ON FOLLOWING PAGE ❖

GRANTOR:

GRANTEE:

Keith Meinert
Keith Meinert, Vice Chair
The Board of County
Commissioners of Ouray County,
Colorado

Robert E. Risch
Robert E. Risch, Mayor
City of Ouray, Colorado


STATE OF COLORADO)
)
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Keith Meinert, Vice Chair, Board of County Commissioners of Ouray County, Colorado.


Linda Munson-Hale
Notary Public
My commission expires: 9-18-2011

STATE OF COLORADO)
)
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 28th day of September, 2009, by Robert E. Risch, Mayor, City of Ouray, Colorado.


Kathryn A Briggs
Notary Public
My commission expires: 7/18/2010

"Agmts"
MISC.

**AMENDED
RECREATIONAL ACCESS
EASEMENT AGREEMENT**



THIS AGREEMENT made and entered into effective the 1st day of May, 2017, by and between: The Board of County Commissioners of Ouray County, Colorado (Grantor); and The City of Ouray, Colorado (Grantee).

MATERIAL TO THIS AGREEMENT the parties acknowledge the following facts.

- A. Grantor and Grantee entered into a Recreational Access Easement Agreement dated September 28, 2009, which was recorded in the Ouray County real estate records at reception number 201752.
- B. Grantor and Grantee desire to replace the Recreational Access Easement Agreement dated September 28, 2009, recorded in the Ouray County real estate records at reception number 201752, with this Amended Recreational Access Easement Agreement.
- C. Grantor owns real property generally located to the south of Ouray, Colorado in the Uncompahgre Gorge of the upper Uncompahgre River in Ouray County, Colorado, more particularly described as the Rio Lode, M.S. 1965 (hereinafter referred to as the Property or Easement Area).
- D. Grantor desires to grant unto Grantee easements and rights of way over the Property for public recreational purposes, including but not limited to, skiing, hiking, bicycling and ice and rock climbing, and subject to the conditions and covenants set forth herein.
- E. Grantee desires to accept such easement and to perform its obligations in such manner as to protect Grantor's Property and the leasehold interests and improvements appurtenant thereto, and so as to minimize any liability of the Grantor and Grantee for permitting such recreational uses.

PJ
5-1-17

- F. By entering into this easement and agreement, the parties hereto desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable law, including but not limited to the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., and COLO. REV. STAT. § 13-21-115.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. **Effect of Instrument.** This instrument fully and completely replaces and supplants the Recreational Access Easement Agreement dated September 28, 2009, recorded in the Ouray County real estate records at reception number 201752, with this Amended Recreational Access Easement Agreement.
2. **Grant of Easement.** Grantor hereby grants to Grantee, until Sept. 28 _____, 2029, a non-exclusive easement and right-of-way for the purposes set forth below on, over and across the Property.
3. **Acceptance.** Grantee accepts this easement and agrees to be bound by its covenants, terms, conditions, restrictions and limitations.
4. **Permitted Uses.** Use by Grantee of the easement granted herein is exclusively for public recreational purposes, including but not limited to: picnicking, hiking, snowshoeing, cross country skiing, bicycling, sight-seeing, exploring, rock climbing, ice climbing, bird watching, photography, and rescue training, subject to the conditions and covenants set forth below. The installation and use of zip lines is permitted only in during the annual Ice Festival and on the Fourth of July. Use by the Grantee shall include use by Grantee, its residents, visitors, licensees, and invitees. Grantor acknowledges and understands that Grantee will permit the Ouray Ice Festival to take place annually within the Easement Area.
5. **Prohibited Uses.** The following uses are specifically prohibited: motorized vehicles horses and horseback riding, camping, hunting, swimming, tubing, diving, target shooting, and zip lines (except during the annual Ice Festival and on the Fourth of July). However, no such limitation is placed on the

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5-1-17

Ouray hydroelectric operation in carrying out maintenance and inspection of its system, or for equipment necessary to operate, maintain or perform rescues within the Ice Park. Grantee shall not use the Easement Area or the Property for commercial purposes, provided that this limitation shall not be deemed to prohibit entry upon or use of the Property pursuant to this Agreement by professional climbing or mountaineering guides who may charge their clients for their services. Nothing contained herein shall be construed to limit ingress or egress on County Road 361 for all legal uses.

6. **Construction and Maintenance of Improvements.** Within the general recreational purposes for the grant of the easement, Grantee may, without limitation, construct, install, maintain and repair plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), safety signs, noncommercial (except during the Ice Festival) signage including public information and directional signs, barricades and markers, a small office building, observation platforms, metal and wooden catwalks, bridges, stairs and ladders, and pedestrian trails within the Easement Area. Any additional permanent structures or buildings, or additions to existing buildings or structures, other than plastic water line for development of ice falls, above and below ground water lines and pipes associated with sprinkler and shower heads, climbing anchors (including bolts and chains), to be placed within or on the Easement Area shall require prior written approval of the Grantor.
7. **Maintenance.** Grantee shall maintain the Easement Area, including but not limited to, all permitted improvements.
8. **Statutory Protections.** The parties expressly acknowledge that Grantor is entitled to the benefits, protection and limitation on liability afforded by Colorado law governing recreational easements, COLO. REV. STAT. §§33-41-101, et seq. By granting the easement, Grantor shall have no obligation to insure or indemnify Grantee for any injury, claim or damage to any person or property, alleged to have occurred while using the easement for the identified purposes. Grantee shall name Grantor as an additional insured on the Grantee's general liability insurance policy with respect to the use of the easement granted herein and shall provide Grantor with a Certificate of such insurance. Nothing herein is intended to waive any limits on liability afforded

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5-1-17

to the parties under the Colorado Recreational Use Statute, COLO. REV. STAT. §§ 33-41-101, et seq., the Colorado Governmental Immunity Act, COLO. REV. STAT. §§ 24-10-101, et seq., COLO. REV. STAT. § 13-21-115, or other law. Grantee shall ensure that all entities or individuals who Grantee authorizes to provide guides services within the area known as the "Ice Park" shall maintain appropriate liability insurance and shall include Ouray County as an additional insured on such policies.

9. **Grantor's Remedies.** Grantor reserves the right to deny the Grantee the use of the easement, or revoke the easement granted by this Agreement upon Grantee's breach of any covenants contained herein. Prior to denial of the use of the easement by Grantor, or the revocation of the easement granted by this Agreement, Grantor shall deliver written notice to Grantee itemizing the specific violation under the terms of this Agreement, or specific instances of trespassing or interference, and Grantee shall have ninety (90) days from the date of the notice to comply with the notice and cure the violation or to provide assurances acceptable to Grantor that the trespasses or interferences will cease.
10. **No Assignment.** This easement may not be transferred or assigned without the prior written consent of the other party. Grantor understands and agrees that Grantee may delegate its responsibilities to a third party, subject to the terms of this agreement.
11. **Notices.** All notices or other documents required or authorized to be sent by one party to the other shall be in writing and shall be deemed given to a party when personally delivered, or when deposited in the United States certified mail, sufficient postage prepaid, return receipt requested, addressed as follows:

If to Grantor: Ouray County
 P.O. Bin C
 Ouray, CO 81427

If to Grantee: City of Ouray
 P.O. Box 468
 Ouray, CO 81427

PK
5-1-19

12. **Easement Appurtenant.** This easement granted herein and all provisions of this agreement shall run with the land and shall be applicable to and binding upon the parties, their respective representatives, successors, and assigns.
13. **Entire Agreement.** This agreement contains the entire understanding of the parties. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement may not be modified or amended except in writing signed by all the parties hereto.
14. **Termination of Prior Agreements.** By entering into this agreement Grantor and Grantee terminate the RECREATIONAL ACCESS EASEMENT AND AGREEMENT, dated November 27, 1995, and any renewals thereof, wherein The Board of County Commissioners of Ouray County, Colorado was the grantee and The City of Ouray, Colorado was the grantor.
15. **Choice of Law, Jurisdiction and Venue.** The law of the State of Colorado shall govern the validity, performance and enforcement of this agreement. Any disputes arising under this agreement shall be decided by a court of competent jurisdiction in Ouray County, Colorado.
16. **Fees.** If grantee, during the terms of this agreement, initiates a fee system for the use of the Ice Park that includes all or part of the Easement Area, and the revenues from which are not dedicated to Ice Park improvements or operational costs, Grantor and Grantee shall promptly negotiate a reasonable pro-rata amount of such fees to be paid to Grantor.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

❖ SIGNATURES ON FOLLOWING PAGE ❖

Handwritten:
P&P
5-1-17

GRANTOR:

GRANTEE:

Ben Tisdel, Chair
The Board of County
Commissioners of Ouray
County, Colorado

Pamela J. Larson, Mayor
City of Ouray, Colorado

Attest:

Attest:

Debra Overton, Clerk

PH
5-1-17

LICENSE AGREEMENT

(Ouray Ice Park)

This License Agreement (License) is made entered into by and between: Eric R. Jacobson (Licensor); and the City of Ouray, Colorado (Licensee or City). Licensor and Licensee are sometimes referred to as Parties. In consideration of the mutual covenants and conditions herein stated, the Parties agree as follows:

1. Grant of License.

- 1.1. Licensor claims ownership of the real property known as the Roosevelt Placer (M.S. 16036) and structures thereon, generally located to the south of Ouray Colorado and Colorado Highway 550 in the Uncompahgre Gorge of the Upper Uncompahgre River in Ouray County, Colorado ("License Area"). Licensee seeks a right of access on and over property and structures within the License Area for public recreational uses, including operation of the Ouray Ice Park.
- 1.2. Licensor operates the Ouray Hydroelectric Project pursuant to Federal Energy Regulatory Commission (FERC) License, Project No. 733-101 (Project). The Project includes structures, primarily in the form of a penstock, trestles, foot bridges, ladders and catwalks ("Project Improvements"), and a 100 foot of centerline boundary that follows the penstock (Project Boundary), which runs through the License Area and continues across lands owned by the Licensee or leased by the Licensee from Ouray County for operation of the Ouray Ice Park. Licensor seeks the protection of certain liability, insurance and public safety provisions herein and Licensee desires to afford Licensor certain liability, insurance and public safety provisions as set forth herein that arise from public recreational activities utilizing Project Improvements within the Project Boundary in addition to the License Area.
- 1.3. In entering into this License and granting and accepting these restrictions, covenants, terms and conditions hereof, the Parties desire to avail themselves of the maximum immunities, benefits and protections which may be available to each of them pursuant to applicable laws and regulations; including, but not limited to, the Colorado Recreational Use Statute ("CRUS"), C.R.S., Sections 33-41-101, et seq.; the Colorado Governmental Immunity Act, C.R.S., Sections 24-10-101, et seq.; and the Colorado Landowners' Liability Statute, C.R.S., Section 13-21-115.

APR 12/7/15


- 1.4. Licensor hereby grants to Licensee, a non-exclusive license and permission to occupy, use, and construct necessary improvements for public recreational use of the License Area, including operation of the Ouray Ice Park, and to traverse certain Project Improvements owned by Licensor within the Project Boundary located outside of the License Area. Included in this grant is the power and right in Licensee: (a) to invite, consent to or allow persons or guests of persons, all as "Invited Guests," as that term is defined in the CRUS, to be present on and within the License Area and within the Project Boundary and to use Project Improvements for recreational purposes; and, (b) to manage all public recreational uses of the License Area and Project Improvements within the Project Boundary through the efforts of its employees, representatives, and, or agents, including but not limited to the management of Ouray Ice Park within the License Area and Project Boundary by and through the efforts of the employees, representatives, agents and others working for or volunteering on behalf of Ouray Ice Park, Inc. (OIP), a Colorado Nonprofit Corporation and the operator of the Ouray Ice Park. Those to whom permission for such uses is granted are Licensee and all those invited or permitted by Licensee to enter upon, use and, or manage the License Area and public recreational activities that utilize the Project Improvements, all together, hereafter referred to as the "Authorized Users."
- 1.5. As a condition of the License, Licensor requires and Licensee hereby agrees to and accepts all terms conditions, limitations and requirements stated and imposed herein on behalf of itself and all Authorized Users of the License Area. Licensee shall monitor and enforce compliance with the terms of this License by all Authorized Users of the License Area.
- 1.6. As an inducement to Licensor to enter into this License, Licensee represents that it does not challenge Licensee's claim of ownership of the License Area. During the term of this License, Licensee agrees that should it challenge Licensor's claim of ownership of or title to the License Area, or should Licensee acquire or purchase, or attempt to acquire or purchase: any interest in and to the License Area or any portion thereof; the Ouray Hydroelectric Project; any lien against the Ouray Hydroelectric Project or License Area or any portion thereof; any ownership interest in Licensor, Ouray Hydroelectric Project or License Area; or any third-party claim against Licensor, then this License may be suspended or terminated by Licensor. For purposes of this sub-section 1.5, the term "Licensor" shall mean and refer to Eric R. Jacobson, as well as to Western Colorado Power Company, Inc., and the Western Colorado Power Company, LLC.

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[Signature]

1.7. Neither the fact of entering into this License Agreement nor any statement contained within it shall be construed to modify the underlying real or personal property rights or obligations of the parties with respect to the License Area or Project Boundary that would exist in the absence of this License Agreement.


2. Consideration. No monetary consideration is required to be paid. As between the Parties, the mutual covenants and promises contained and set forth within this License are acknowledged as adequate consideration.

3. Scope of License. The permission granted under this License is strictly limited to the License Area and Project Improvements and the uses and activities authorized herein are limited to access for public recreational uses by Authorized Users and management and operation of the Ouray Ice Park. The exercise of the permitted uses is subject to the following restrictions and limitations:

3.1. In the absence of any written, specific consent of Licensor, Licensee shall not interfere with or allow any of the Authorized Users to interfere with any of Licensor's Project Improvements located in and on the License Area or within the Project Boundary, nor shall Licensee change the surface grade, perform any excavation, or place any materials within the License area; except that this prohibition shall not be construed to prevent pedestrian use of the Project Improvements historically and currently used for Ouray Ice Park operations.

3.2. Licensee's use shall at all times be subordinate to and shall not interfere with, obstruct, or delay Licensor's use of the License Area and Project Improvements for the operation and maintenance of the Ouray Hydroelectric Project or other lawful use thereof.

3.3. Licensee shall at all times comply with all laws, regulations, and ordinances applicable to Licensee's operations and maintain in full force and effect all permits and approvals which may be required to engage in Licensee's operation of the Ouray Ice Park and other public recreational uses, provided, however, that nothing herein shall impose upon Licensee the obligation to comply or enable Licensor to comply with any Federal Energy Regulatory Commission's (FERC) requirements for the Licensor's hydroelectric operations, except as provided for in sub-paragraphs 4.4, 4.5 and 4.6, below.

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3.4. Licensor may enter onto the License Area and Project Improvements to inspect them for compliance with these requirements. Licensee is responsible for making certain that this right of Licensor is in no way impeded or ignored.

4. Terms of License; Conditions; and Termination.

4.1. Subject to the right of Licensor to suspend or terminate this License as stated in subparagraphs 4.6.1 and 8.1, this License shall commence on the effective date of this License and terminate on April 15, 2016 ("License Term").

4.2. During the term of this License, Licensee shall require OIPI, or any successor manager operator of the Ouray Ice Park, and any Commercial Guiding Permit Permittee, to agree to, accept and comply with all terms conditions, limitations and requirements stated and imposed in this License as a condition of its management, maintenance and operation of the Ouray Ice Park within the License Area and Project Boundary.

4.3. Licensee shall require OIPI, or any successor manager operator, to maintain in full force and effect, at its sole expense, a policy of general liability insurance in the amount of no less than One Million Dollars (\$1,000,000) per claim or occurrence covering operation of the Ouray Ice Park and have Licensor, Western Colorado Power Company, Inc., and Western Colorado Power Company LLC, included as Additional Insureds on said policy with respect to the use of the License Area and Project Improvements. Such policy shall be an occurrence-type policy and not be cancelable without thirty (30) days advance notice to Licensor. Licensee shall provide Licensor with a Certificate of Insurance within a reasonable time after the execution of this License, and annually thereafter upon the renewal of said policy. Licensee shall provide Licensor with a copy of any operator's policy upon Licensor's request.


4.4. FERC, or any other governmental regulatory agency, may, from time to time, impose or change requirements for signage or safety-related improvements to the Project resulting from and necessitated by reason of the public recreational use of the License Area made or allowed by Licensee under this License. In the event any such requirement is imposed, Licensee agrees to assume the cost of such signage or safety improvements necessary to meet the said FERC requirements and, or to eliminate the dangerous condition; or, in the alternative, to change, discontinue or prohibit use of the License Area and Project Improvements by Authorized Users so as to eliminate the risk of injury or loss to such Authorized Users by reason thereof. Licensor's right

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to operate his hydro-electric Project pursuant to the FERC permit shall not be put at risk by the uses permitted by and the terms and provisions of this License.

- 4.5. Licensee agrees to work to resolve any safety concerns within the Project Boundary but outside of the License Area in coordination with the Licensor and FERC in a way that minimizes risk to Authorized Users and the Project with minimal interruption of either the Ice Park Operations or Project.
- 4.6. In the event that FERC requires Licensor to make modifications or improvements to the Ouray Hydroelectric Project within the Ice Park in order to protect or improve the safety of the Project specifically with respect to Authorized Users, then Licensee agrees to assume or cause OIPI to assume the reasonable cost of such modifications or improvements to satisfy the requirement and to eliminate any dangerous or insufficiently safe condition addressed by the requirement. If such modifications or improvements provide additional, non-safety-related benefits to Licensor, then such costs shall be equitably apportioned as between Licensor and Licensee or OIPI. In the alternative, Licensee agrees to change, discontinue or prohibit use of such portion of the License Area by Authorized Users so as to allow Licensor to comply with or eliminate the FERC requirement and reduce any risk of injury or loss to said Authorized Users or damage to the Ouray Hydroelectric Project facilities as addressed by the FERC requirement. Should Licensor determine that Licensee or any of the Authorized Users have violated any of the terms, conditions and restrictions contained in this License, Licensor shall send a written notice (Notice of Violation) to Licensee stating with specificity the nature of the violation (Violation), the steps required to come into compliance with the License, and reasonable date by which Licensee shall cure the Violation (Cure Date). The Cure Date shall not be less than thirty days from the date of Notice of Violation, unless emergency circumstances require a shorter Cure time.

4.6.1. In the event that the Violation is not timely and fully cured by the Cure Date, Licensor, at his sole discretion, may elect to suspend the License until such time as the Violation is cured, or terminate the License. Upon suspension, Licensee shall discontinue all use of the License Area and Project Improvements, including public recreational use, except to the extent necessary to safeguard Licensee's or OIPI's equipment in place. Upon termination, Licensee shall cause shall discontinue all use of the License Area and Project Improvements, and at Licensor's direction, shall

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remove Licensee's or OIPI's equipment in place from the License Area or on Project Improvements during the following summer.

5. Condition of License Area. Licensor neither warrants nor guarantees the adequacy, appropriateness or safety of either the property or improvements within and around the License Area or any of his improvements, structures, equipment or facilities for any of the uses contemplated by, allowed by, or resulting from this License or as to any person who might use the same pursuant to or as a result of this License. Licensee acknowledges and agrees that the state and condition of the property and improvements within and around the License Area and Project Improvements which are the subject of this License are accepted in their 'as is' condition and Licensor makes no warranties or representations as to their suitability or safety for the uses contemplated by this License.
6. Assignment. This License may not be transferred or assigned by Licensee without the prior written consent of the Licensor. Licensor understands and agrees that Licensee may delegate its management, maintenance and operational responsibilities to a third party, including OIPI, subject to the terms and conditions of this License. No such delegation shall relieve Licensee of its obligations to Licensor under this License.
7. Commercial Guiding Permits. If Licensee issues any Permit for Commercial Guiding Services, Licensee shall require the permitted commercial guiding service to comply with the terms and conditions of this License.
8. Liability Insurance.
 - 8.1. Licensee shall obtain and, thereafter during the term of this License, maintain in full force and effect, at Licensee's sole expense, a policy of general liability insurance in the amount of no less than Five Million Dollars (\$5,000,000) per claim or occurrence covering the recreational uses within License Area and Project Boundary. Such coverage shall provide that the Licensee's assumption of liability pursuant to Section 9 below is a "covered contract" for purposes of such coverage. Licensee shall cause Licensor, Western Colorado Power Company, Inc., and Western Colorado Power Company LLC to be included as "Additional Insureds" on each such policy with respect to operations of the Licensee within the License Area and Project Boundary. No such policy shall be cancelled by the carrier for any reason without the carrier first giving Licensor and Licensee thirty (30) days advance written notice of cancellation of the policy. Within five (5) days after the execution of this License and, thereafter, not less than five (5) days each time each such policy is renewed or replaced by another complying policy or

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immediately upon request by Licensor, Licensee shall cause to be provided to Licensor a Certificate of Insurance evidencing: coverage in the required amount, the fact that Licensor has been named as an "Additional Insured," coverage for "covered contracts" and thirty (30) days' notice of cancellation. Coverage provided under each such liability insurance policy shall be primary to any liability insurance Licensor may choose to obtain. Failure by Licensee to comply with the requirements of this Section 8 shall be grounds, at Licensor's option, for the immediate suspension or termination of this License.


8.2. The Licensee shall require the Guiding Permit Permittee to include Licensor, Western Colorado Power Company, Inc., and the Western Colorado Power Company, LLC as parties to be released by the clients of the Permittee. Licensor shall be provided a copy of any such release upon request to Licensee.

9. Indemnification.

9.1. To the extent permitted by law and to the extent covered by the general liability insurance policies maintained by Licensee, Licensee agrees to hold harmless, defend and indemnify Licensor from and against all claims by whomever made of bodily injury (including death) to or property loss or damage incurred by any Authorized Users arising out of or relating to the grant of this License.

9.2. By granting this License, Licensor assumes no new obligations to repair, or otherwise maintain the License Area or Project Boundary in a specific manner for Licensee, beyond any obligation it presently has to maintain the FERC License area or property within the Project Boundary or as exists as a landowner under Colorado law. Furthermore, Licensor has no obligation to insure or indemnify Licensee, OIPI, or any Authorized User for any injury, claim or damage to any person or property with regard to their activities within the License Area or Project Boundary as authorized by this License.

10. No Waiver of Liability Limits. Nothing herein is intended to waive any limits on liability afforded the Parties under the Colorado law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, et seq., and the Landowner Protection Statutes, C.R.S. Section 33-41-101, et seq. The Parties expressly acknowledge that this License is intended to be granted for a "recreational purpose" under C.R.S., Sections 33-41-101, et seq., and that Licensor may be entitled to the benefits, protections and limitations on liability afforded by Colorado law governing public recreational uses and premises liability.

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11. License Not Exclusive. The permission granted under this License is not exclusive to Licensee, and Licensee expressly acknowledges that Licensor may grant other persons or entities, the right, privilege, and permission to use all or part of the License Area provided such use does not substantially interfere with Licensee's use.
12. Modification of License. Any modification of this License shall be binding only if evidenced in writing signed by each Party or authorized representative of each Party.
13. Binding Effect. The License shall be applicable to and binding upon the Parties, their respective representatives, successors-in-interest, and permitted assigns.
14. Governing Law. This License shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray County, Colorado.
15. Entire Agreement. This License shall constitute the entire agreement between the Parties and any prior representations of any kind preceding the date of this License shall not be binding upon either Party except as to the extent expressly incorporated in this License.
16. Severability. The invalidity of any portion of this License will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this License is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect, the intention of the Parties being that the various provisions are severable.
17. Third Party Beneficiaries. There is no third party beneficiary arising in connection with this License.
18. Duty of Good Faith. The Parties agree that they owe each other a duty of good faith as they abide by and fulfill their respective obligations and duties under this License and, in furtherance thereof, agree to work together for the common good of both Parties so as to effectuate, as fully as possible, their respective mutual interests and their stated intent as expressed in this License.
19. Notices. All notices, demands or writings in this License provided to be given or made or sent, shall be deemed to have been fully given or made or sent, when made in writing and delivered by fax, email or United States Mail (certified; return receipt requested and

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postage pre-paid), and addressed to the Party at the below stated mailing address, email address or fax number. The mailing address, email address or fax number may be changed by sending written notice to the other Party notifying the Party of the change.


Licensors:

Eric Jacobson
Post Office Box 745
Telluride, CO 81435
eric@hydrowest.net

Licensee:

City of Ouray, Colorado
Attention: City Administrator
Post Office Box 468
Ouray, CO 81428
Facsimile: (970) 325-7212
Email:

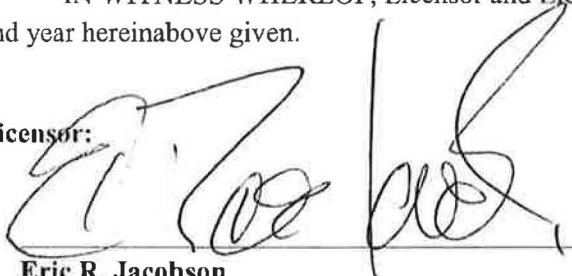
20. Effective Date. This License shall become effective immediately following notice of its approval by FERC, *nunc pro tunc* to April 15, 2015.
21. Effect upon Prior Obligations. Any unperformed obligations of the Parties that may continue to exist following expiration of the License Agreement (Ouray Ice Park) dated December 15, 2010, shall continue in full force and effect notwithstanding entering in to this new License.
22. Survival. Notwithstanding the expiration or termination of this License, the provisions of paragraphs 8, 9 and 23 shall survive and remain effective.
23. Governing Law; Enforcement; Time of the Essence. In the event of any interference or threatened interference with the License herein granted or with the other rights and obligations of the Parties hereunder, a Party may pursue all available remedies including, without limitation, damages, injunctive relief and/or specific performance to ensure performance of the other Party's obligations hereunder. In any action for enforcement of License rights or obligations hereunder, the prevailing Party shall be entitled to an award for recovery of their costs and fees, including reasonable attorney fees. Except as may be

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expressly otherwise stated or provided, with respect to all required acts of the Parties, time is of the essence.

IN WITNESS WHEREOF, Licensor and Licensee have executed this License on the day and year hereinabove given.

Licensor:



Eric R. Jacobson

STATE OF COLORADO)
) ss
COUNTY OF OURAY)

The forgoing was acknowledged and subscribed before me this day of ~~December~~ December 2015 by Eric R. Jacobson.

December
~~December~~ *Bm*

Witness my hand and official seal.

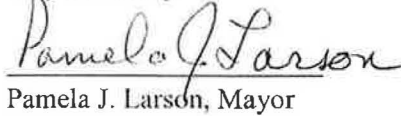
My Commission expires: 3-6-2019


Notary Public

BEVERLY MARTENSEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044011386
COMMISSION EXPIRES MARCH 6, 2019

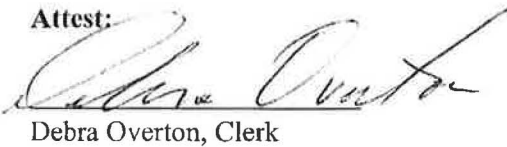
Licensee:

City of Ouray


Pamela J. Larson, Mayor

12-7-15
Date

Attest:


Debra Overton, Clerk

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LICENSE AGREEMENT EXTENSION

This agreement, made and entered into effective May 21, 2018, by and between: Eric R. Jacobson (Licensor); and the City of Ouray, Colorado (Licensee or City). Licensor and Licensee are collectively referred to as the Parties.

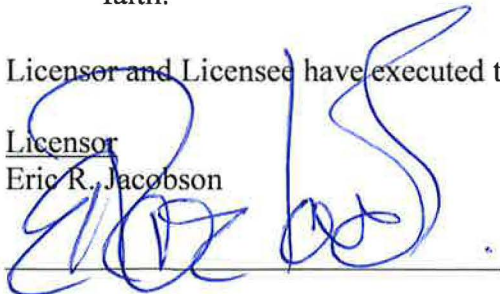
- A. The Parties entered into a License Agreement relative to the Ouray Ice Park, on or about December 7, 2015 (the License).
- B. The original term of License expired April 16, 2016.
- C. The Parties executed two License Agreement Extensions, effective April 17, 2016 and April 17, 2017 respectively extending one year for each extension.
- D. The Parties wish to extend the License on a temporary basis to July 2, 2018.
- E. Contingent on a forty-five-day submittal to the Federal Energy Regulatory Commission (FERC) and FERC concurs or no opposition is received the License shall extend to May 31, 2023.

In consideration of the mutual covenants and conditions contained herein and in the License, the Parties agrees as follows.


1. The term of the License is hereby extended on a temporary basis to July 6, 2018 and shall be converted to a License Agreement Extension to May 31, 2023.
2. All terms and conditions of the License shall be binding on the Parties.
3. This agreement does not alter or amend the License in anyway other than the extension of the term.
4. The City, Eric R. Jacobson and OIPI (Ouray Ice Park Inc. a Colorado non-profit corporation operating the Ouray Ice Park) will cooperate with one another in good faith.

Licensor and Licensee have executed this agreement effective May 21, 2018.

Licensor
Eric R. Jacobson



Licensee
City of Ouray


Pamela J. Larson, Mayor

Mailing Address: PO Box 745
City, State and ZIP: Telluride, CO 81435
Contact Number: 970-729-0034

320 6th Avenue
PO Box 468
Ouray, CO 81427
970-325-7211

Permit for Concessionaire and Guiding Services in the Ouray Ice Park

This Permit for Concessionaire and Guiding Services (Permit) is made by and between San Juan Mountain Guides, LLC (SJMG) and the City of Ouray, Colorado (the City), effective this 1st day of May, 2014. SJMG and the City agree as follows:

Recitals

- A. The Ouray Ice Park (the Park) is a property located south of the City of Ouray, depicted on the map attached to this Permit as Exhibit A and incorporated herein.
- B. The City has entered into various agreements with landowners and licensees within the Park to acquire rights to access and use the Park.
- C. The City and SJMG are parties to a Permit for Commercial Guiding Services, dated August 17, 2010, the subject matter of which is substantially similar to this Permit.
- D. The City received a financial grant from Great Outdoors Colorado to facilitate the City's purchase of land within the Ouray Ice Park previously owned by the United States of America.
- E. The City and Ouray Ice Park, Inc. (OIP) are parties to an Agreement for Management of the Ouray Ice Park, dated November 19, 2012, which specifies the operations and activities within the Ouray Ice Park.
- F. The City has the ability and authority to grant the rights and create the obligations established by this Permit.

Now therefore, in consideration of the mutual obligations described below, and for other consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties additionally agree as follows:

Permit

I. Definitions

- A. Commercial Guiding Activities shall mean any guiding or instruction that is being offered by an individual or company to the general public or to a subset of the general public for financial compensation. Commercial Guiding Activities shall not include ice climbing clinics organized as part of the Ouray Ice Festival.
- B. Service or Services as those words are used throughout this Permit shall be defined as the following to be provided by SJMG:
 - 1. Providing Commercial Guiding Activities within the Park.
 - 2. Subcontracting with Subcontracting Guide Services (SGS) to provide Commercial Guiding Activities within the Park, and managing the SGS program.

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- C. Each year the City will determine the appropriate allotment of time for Commercial Guiding Activities to take place in the Park. In making that determination, the City will allocate no less than fifty percent of the total time to SJMG with the remainder of the total time to be allocated by SJMG between different SGS within SJMG's discretion. For purposes of this Permit, this allotted time will be referred to as Service Day(s).

II. Scope and Services

- A. The City hereby grants to SJMG the authority to provide the Services within the Park and all necessary ancillary authority to perform those Services.
- B. This Permit shall revoke and terminate all previous agreements between the parties entered into prior to the date of this Permit related to the Park.
- C. SJMG is an independent contractor and nothing herein shall be construed to make SJMG an employee of the City.
- D. SJMG will provide Services to the City in the operation of the Park. SJMG specifically agrees to manage the SGS program in a manner the City deems satisfactory including, but not limited to:
1. Select SGS in accordance with criteria approved by the City of Ouray that will include professional certifications, history of Park use, history of safety, maximization of economic benefits to businesses and citizens in the City of Ouray, and proof of general liability insurance with a minimum of \$1,000,000 per occurrence and \$1,000,000 aggregate per year that names the City of Ouray as an additional insured.
 2. Allocate SDs to SGS in a manner that maximizes the benefits to businesses and citizens in the City of Ouray and provides for the orderly and safe operation of Commercial Guiding Activities within the Park.
 3. Notify the City of Ouray when an SGS will be selected or SDs are allocated, and receive approval from the City for the criteria that will be applied to the selection or allocation process.
 4. Maximize use of available SDs.
 5. Provide assets and personnel necessary to manage the SGS program successfully.
 6. Monitor advertisement of Commercial Guiding Activities in the Park. Only SGS should advertise Commercial Guiding Activities in the Park. SJMG will notify violators and work to resolve violations.
 7. Review the conduct of any employees, agents, contractors, or SGS whose actions or activities are considered by SJMG or the City to be inconsistent with the enjoyment and protection of visitors to the Park and the protection of the Park, and shall take such actions as are necessary to fully correct the situation.
 8. Be responsible and pay for all operating costs associated with activities allowed under this permit.

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9. Promote safety within the Park and support the enjoyment of the Park by all visitors.
 10. Request a performance evaluation of SJMG's management of the SGS program from each SGS at the end of every season. These performance evaluations should be provided to the City each year.
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- E. SJMG agrees to organize at least one (1) Kids Climbing College day, separate from any event offered during the Ouray Ice Festival, in the Park each season that allows people under the age of eighteen (18) to try ice climbing, and use necessary equipment, for free.
 - F. SJMG agrees to assist the City and its designee with non-commercial group use policy creation and management.
 - G. While providing Services in the Park, SJMG and SGS will be in conformance with all rules and regulations established by the City, all rules and regulations established by OIPI that are applicable to all users of the Park, and all federal state and local law, regulations, and requires for the type of Service being provided.
 - H. While providing Services in the Park, and in the interest of maximizing safety and minimizing the impact to other users of the Park, SJMG and SGS shall adhere to a maximum guide to client ratio of 1 to 4, and a maximum group size of 10. If SJMG or any SGS desires a larger group size, SJMG or SGS must give advance notice of 1 week to OIPI.
 - I. By August 31 each year, the City will determine the number of Service Days allotted under this Permit. The City, in its sole discretion and in consultation with SJMG and OIPI regarding the impact of Commercial Guiding Activities in the Park, will decide on the method for determining Service Days.
 - J. The City may at any time evaluate and inspect all operations of SJMG and its subcontractors to ensure public safety and health, identify operating deficiencies, and ensure satisfactory providing of Services.
 - K. By granting this Permit, the City does not waive its right to enforce or remove unauthorized Commercial Guiding Services providers or users in the Park.
 - L. SJMG shall notify the City and OIPI as soon as possible of all accidents that occur in the Park, and in no event later than twenty-four (24) hours following any accident.

IV. Records and Reports

- A. SJMG shall submit a post-season report to the City by May 15 that shall include, but not be limited to:
 1. A report from SJMG that details the date each SD was used and the number of clients for each SD during the previous season.

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2. A report from each SGS that details the date each SD was used, the number of clients for each SD, and the daily gross revenue of each SD used during the previous season.
 3. All performance evaluations that were received from SGS pertaining to the previous season.
 4. Summary of allocated SD and used SD during the previous season.
- B. SJMG shall submit a pre-season report to the City by November 15 that shall detail the allocation of SDs and any updates or changes for the upcoming season.
- C. SJMG shall encourage accurate periodic reporting by SGS of used SDs during the season, and develop systems to improve reporting in order to better understand current and potential Commercial Guiding Activities in the Park.

V. Indemnification

- A. SJMG agrees to hold harmless and indemnify the City, its officers, agents, employees and contractors against any losses or damages, including attorney fees and costs, arising out of activities of SJMG, its employees, subcontractors, agents or SGS, under the terms of this Permit, even if the loss or damage arises or is alleged to arise out of the negligence or fault of the City, its officers, employees, and contractors.
- B. Nothing herein is intended to waive any limits on liability afforded the City under Colorado law, including but not limited to, the Colorado Governmental Immunity, C.R.S. § 24-10-101 et seq., and the Landowner Protect Statutes, C.R.S. §33-41-101 et seq.

VI. Term, Renewal and Termination

- A. The Term of this Permit shall be five years, commencing on May 1, 2014 and extending through April 30, 2019.
- B. This Permit may be renewed for additional five year periods, upon the written approval of the City and SJMG.
- C. This Permit may be terminated prior to expiration of the Term by either party for any of the following causes and pursuant to the following procedure:
1. This Permit may be terminated upon the material breach of a provision of this Permit, a material misrepresentation, or the insolvency or incapacity of either party.
 2. This Permit may only be terminated upon 90 days prior written notice to the non-terminating party. Such notice must plainly and clearly describe the cause for which termination is sought. The non-terminating party shall have an opportunity to cure the cause for termination within thirty (30) days after written

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notice is given by the terminating party. If the cure is such that it cannot be completed within thirty (30) days and the non-terminating party has proceeded with due diligence to cure after receipt of the notice, the Permit shall not terminate until it is determined that the cure cannot be completed. In the event that such cause is cured, this Permit shall not be terminated. If the non-terminating party does not exercise due diligence in curing the cause, the Permit shall terminate thirty (30) days after the notice is given.

- D. In the event this Permit is terminated, the City shall be free to enter into an agreement or agreements with other parties to provide commercial guiding services in the Park.

VII. Miscellaneous

- A. This Permit contains the entire agreement between the parties relating to the subject hereof and may be modified only by a further written agreement authorized and approved by the City and SJMG.
- B. In the event that any provision of this Permit is found by any court or any other authority of competent jurisdiction to be illegal or unenforceable, and as so is severed or modified to the extent necessary to render it enforceable, this Permit will continue in full force and effect.
- C. SJMG may not transfer or assign this Permit to a third party without prior written approval from the City. If the majority ownership interest in SJMG is sold, transferred, conveyed or assigned, SJMG must obtain prior written approval from the City that this Permit will continue for the remainder of its Term. If SJMG fails to obtain written approval from the City prior to the sale, transfer, conveyance or assignment of any percentage of ownership interest in SJMG, such failure will be considered a material breach.
- D. No waiver of any breach of this Permit shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

IN WITNESS WHEREOF, the City and SJMG have caused this Permit to be signed effective the day and year first written above.

CITY: Pamela J. Larson
Pamela J. Larson, Mayor
City of Ouray

SJMG: Nate Disser
Nate Disser, Director
San Juan Mountain Guides, L.L.C.

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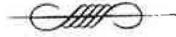
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4-23-14



OURAY ICE PARK



GRANT OF EASEMENT




THIS EASEMENT, granted this 7th day of May, 2012, by the City of Ouray, Colorado, a home rule municipality, hereinafter Grantor, to Eric R. Jacobson, hereinafter Grantee.

Grantee owns real property and water diversion, storage and conveyance structures generally located to the south of Ouray, Colorado and Colorado Highway 550 in the Uncompahgre Gorge of the upper Uncompahgre River in rural Ouray County, Colorado, which Grantee uses and operates as part of his commercial hydro-electric power generation business, pursuant to a license issued by the U.S. Federal Energy Regulatory Commission, for Project Number 733-010 (the Project).


As partial consideration for the deed from the United States of America, acting by and through the Forest Service, Department of Agriculture, of Parcels I and II of the Ouray Town Site Addition located in Section 31, T. 44 N., R. 7 W., and in Section 6, T. 43 N., R. 47 W. (Suspended), according to the plat recorded at reception number 207391, Grantor does hereby grant, bargain, sell, and convey to Grantee a nonexclusive easement for access to the Project, along the existing access road as shown on the plat recorded at reception number 207391, twenty feet (20') wide, over and across a portions of Section 6 and Section 31, Township 44 North, Range 7 West, N.M.P.M., more particularly described as follows:

BEGINNING at Corner 3 of the Grey Copper Lode Mining Claim, MS No. 265, Section 31, Township 44 North, Range 7 West, New Mexico Principle Meridian, County of Ouray, State of Colorado, defined by a Witness Corner, a standard Forest Service Monument, PLS 17506, located S28°15'00"E, 26.84 feet from Corner 3;
Thence, S61°45'00"W, a distance of 183.24 feet, to the centerline of said road, the TRUE POINT OF BEGINNING;
Thence, S47°35'47"E, a distance of 216.00 feet;
Thence, S61°21'57"E, a distance of 127.13 feet;
Thence, N88°08'17"E, a distance of 247.51 feet;
Thence, S74°42'54"E, a distance of 141.35 feet;
Thence, S50°07'52"E, a distance of 131.31 feet;

CITY OF OURAY:


J. Gary Hansen, Mayor Pro Tem

Attest:


Kathy Elmont, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 7th day of May,
2012, by J. Gary Hansen, Mayor Pro Tem of the City of Ouray.

Witness my hand and official seal.


Notary Public Expires 5/18/13

City of Ouray Ice Park Sustainability Committee Report

March 7, 2018



The Ice Park Sustainability Committee wishes to thank the Ouray City Council for convening the Committee to discuss recommendations on a variety of issues and topics pertaining to the Ouray Ice Park. The Committee began meeting in November 2017 and met regularly through March 2018. The Committee also wishes to thank Ouray Ice Park, Inc. (OIP) staff and Board Members, as well as members of the guiding and recreational community for their involvement and contributions to the process.

Committee Members:

Steve Berwanger
Dawn Glanc – Council Member Liaison
Kevin Koprek
Pam Larson – Council Member Liaison
Bill Leo
Dolgio Nergui
Heidi Pankow

Frank Robertson
Sam Rushing
Logan Tyler
Matt Wade
Betty Wolfe
Don Batchelder, Facilitator
Hannah Hollenbeck, Scribe

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Ice Park Sustainability Committee (IPSC)

Executive Summary

History/Background

The Ouray Ice Park began its formation in the mid 1990's. The Ice Park started fairly small with a user group both local and international that did not contribute significantly to the local economy. Over the years as the Ice Park grew and the user base grew, in numbers and financial standing, the Ice Park has increased in economic importance to the City of Ouray. For the last ten to fifteen years the Ice Park has developed into a primary driver of the City's winter economy.

Before the Ice Park and in its early years Ouray did not have much of a winter economy. As the winter economy increased, businesses became more profitable and consequently the cost of land and buildings increased. As many businesses changed hands the price and subsequent investment of the new owners went higher. Today many businesses would be hard pressed to cover their debt service if the Ice Park were to cease operations. Thus there is a significant desire both financially and emotionally from this segment of the community to see the Ice Park continue operations in a sustainable and predictable fashion.

There are also a number of people who make their winter living directly from the Ice Park. There are also a significant number of guides and related businesses who use the Ice Park directly with clients and as an additional amenity that draws more people to the area who are looking for winter recreational opportunities.

The Ice Park is a unique and special place with its own allure and many people have moved to the area to take advantage of its recreational and economic benefits. The groups of people who use the Ice Park include workers, guides, school groups, local community members, regional and national visitors, and international visitors. These groups have a vested interest in maintaining the special atmosphere of the Park. There is significant concern that changes in direction and timing would have an impact that could negatively affect the unique user experience.

Funding/Ownership

The Ice Park has been under operational control of Ouray Ice Park Inc., [OIPI] via agreement first with Ouray County then for most of its life with the City of Ouray. Funding for operation comes almost exclusively from donations, memberships and sponsorships. According to information released by OIPI 75% of the funding comes directly or indirectly in association with the annual Ice Festival. The Ice Festival is typically held in the latter half of January. This creates a situation whereby funds received in one year need to be saved to start operations for the next year until funds from the Festival are received.

The City either owns or controls, via lease, the property underlying the Park. The City owns the water rights that are used in the Park and allows use of the water through an agreement with OIPI. Otherwise the City has had a generally passive role in the Park and its operations.

As the use of the Ice Park has increased there are more people in the City in winter and there may be an increase in lodging facilities. This creates an increase in municipal water use and may subsequently diminish water available for the Park. Increase in Ice Park use also creates crowding especially on weekends that diminishes the user experience. This then leads to negative feedback to the business community. This then leads to complaints and /or demands on the City Council.

Communication

When things are going well there are few complaints and conflicts. However when things do not go well as in the winters of 2015/2016 and 2016/2017 due to lack of water and an unusually warm winter then conflict, fault finding, emotional distress, distrust and general dissatisfaction become the overriding focus. This tremendous amount of energy would be put to more constructive and beneficial use if all parties had

overall factual knowledge of the organizational powers, responsibilities, constraints and general knowledge of the entities involved in the Ice Park and its operations.

Generally most businesses do not have an in depth understanding of the operational and financial requirements needed to create and operate the Ice Park. Likewise they do not generally have an in depth knowledge of the multitudes of responsibilities that the City government must address. They also do not have complete knowledge of the statutory constraints placed on governments.

Ice Park personnel including operations and Board members generally don't have an in depth understanding of City government responsibilities and constraints.

Most involved in City government including staff and elected officials don't have an in depth understanding of the Ice Park's operational and financial requirements.

It is normal for people to make suggestions and offer solutions based on what they know. When these suggestions meet resistance and are not implemented people become frustrated and whatever communication existed breaks down. Given the past growth trends and assuming they continue all the negative factors associated with the lack of knowledgeable communication are likely to continue and increase in intensity.

There needs to be a system of concise knowledge-based communication so that all parties can make effective beneficial contributions to the continued operation of the Ice Park that everyone has agreed is of significant importance to all parties.

Moving forward

The City will most likely have to increase its participation and investment in the Ice Park beyond its current passive involvement. The City and OIPI or whatever entity operates the Park need to treat the relationship as more of a partnership than an adversarial relationship.

Any operating agreement needs to have clearly defined, reasonable responsibilities and expectations based on factual knowledge of entities desires, authorities and constraints.

Cautionary Notes

The Ice Park Sustainability Committee [IPSC] has spent hours discussing what the future operational model/entity should be. While the Committee was not able to come to a consensus on the long-term operating model, the Committee did agree to a short-term operating model, The Committee was aware that a mediation process was scheduled for talks between the City and OIPI. The Committee felt that exploring a long term operational model would yield more meaningful results after that process was completed. The Committee is willing to reconvene after mediation to further discuss recommendations. Furthermore, the Committee felt that they lacked necessary information to make informed decisions, resulting in the recommendation for a long-term planning and data collection process.

As a whole, no drastic changes should be made without supporting or justifying data.

Recommendations/Thoughts

The following are the recommendations reached by consensus of the OIPSC for the City's consideration.

Recommendations

General Recommendations:

1. The recommendations are based on the Committee's perception of available information that it has reviewed. If City wishes, and upon instruction, the IPSC can be reconvened to discuss long-term options.
2. The Committee recommends that a long range planning effort be undertaken. The Committee recommends that this effort involve staff-to-staff, Elected Officials / Board Members and other stakeholders.
 - a. Any planning efforts need to take into consideration capacities, capabilities of physical assets and staff. The capacity study should precede the long range planning process in order to effectively inform the long-range planning efforts.
 - b. May require revenue source from both entities.
3. The Committee recommends that long-term control or ownership acquisition of the Ice Park properties be undertaken by the City.
4. The Committee recommends that a comprehensive user registration system be researched. Data collected would be very helpful in determining capacity, habits, direct marketing and fundraising.
5. Current donation methods could be enhanced (i.e. donation dropboxes in the Park)
6. As a whole, no drastic changes should be made during the transition period without supporting or justifying data.

Operating Model:

1. The Committee recommends that the current operational model should be the short term model, with modifications as described. Short term is defined as the length of time the City and OIPI determine is needed for mediation, contract negotiations, and transition implementation. The Operating agreement should be authorized for that amount of time (approximately 2-5 years). Any transition should be respectful of the task to be completed. No significant changes should be made without supporting data. The model is as depicted in Exhibit 1.
 - *Note: the other models (Hybrid and OIPI Suggested Model in Summer 2017) are provided to Council with the caveat that the Committee's consensus was that these models were not desirable for the short term operational model. (See Exhibit 1)*
2. The operating model should allow for increased communication to the public about the Ice Park from the Board and Council.
 - Create avenues for public input.
3. The operating model should allow for the development of pertinent data gathering processes:
 - Clear and transparent information gathering and data sharing (i.e. improved information gathering and sharing regarding sponsors, members, and local business partners and the associated effects of long-term operational management changes.)
 - Information on who uses, how it happens, what it takes, needs to be available to the City and public.
4. Establish an Ambassador Program (City and OIPI collaboration)
 - May be an element of data collection as a part of job duties.
5. See attached "Items to Be Addressed in the Operating Agreement" (*Exhibit 2*)

Water:

- *Note: These recommendations reference Wright Water Engineers (WWE) "City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs" Report (Exhibit 3)*

1. Short Term Recommendation 1: Manage Mineral Farms and City of Ouray potable water usage more efficiently, including distribution system leak repair. Alternative 3 is also considered a cost-effective short-term solution which could help maximize the City's existing water supply.
 - Concurrently, repairs to the South Reservoir should be pursued. This includes, but is not limited to: addressing leaks, and creation and implementation of proper distribution system.
2. Short/Medium Term Recommendation 2: Solicit engineering costs for both WWE Alternatives 1 and 2. The information should be analyzed by the City to determine long-term sustainability based on cost and available resources for the use and benefit of all stakeholders.

Facilities & Grounds:

- **Restrooms**

The Committee agreed that permanent bathroom facilities should be developed and improvements to current seasonal toilets should be made. Where feasible, strategic partnerships with organizations like the American Alpine Club and Mountain Rescue should be pursued; grant opportunities like GOCO, could also be utilized. Revenue sources may need to be developed to create and support the facilities.

- **Trash**

The Committee agreed that permanent, bear-proof trash cans be used in high-traffic areas. If permanent bathroom facilities are developed, the cans could be located in the same area. The current practice of pack-in, pack-out should be continued.

- City staff would need to manage collection of the containers in the non-winter months.

- **Parking**

The Committee agreed that the following recommendations be researched and considered for implementation:

- Develop parking area off County Road 361, through the dam road on top of the Kid's Wall Climbing Area. Funds from grant sources, as well as other partnerships could be pursued for the construction. Paid parking could be used to fund the project, as well as the ambassador program and a dedicated parking manager. If this option was pursued, it is recommended that other parking areas (i.e. County Road or CDOT horseshoe parking areas) be closed, or could be used if the Park was expanded. (**see note*)
- Widen the County Road at Sutton Mine Trailhead (would require coordination with County and USFS)
- Utilize existing parking lot at Box Canyon Park. One-way traffic and narrow road concerns would need to be addressed. Paid parking and parking attendant could be utilized. If this option was pursued, it is recommended that other parking areas (i.e. County Road or CDOT horseshoe parking areas) be closed, or could be used if the Park was expanded. (**see note*)
- Develop parking area near the old dump, near the southern-end of the Park. Ownership would need to be determined; coordination with Eric Jacobson would be necessary. (**see note*)
- Increased organization/maximization of current parking.
- Paid parking on County Road or CDOT property would require coordination and agreement with the pertinent jurisdictions.

**Note: it was agreed upon by the Committee that if both the CDOT horseshoe and County Road parking areas were full, the Park was at capacity. Creating additional parking areas without closing exiting areas would further the overcrowding issue of the Park.*

- **Shuttle service**

The Committee agreed that the following recommendations be researched and considered for implementation:

- City should solicit a request for proposal (RFP) for the provision of a shuttle service on the weekends, and optional weekday use. The service should be done on a trial basis.
- The route should replicate the route used during Ice Fest.
- If a fee is charged for parking, the shuttle service should be coordinated with parking to ensure viability for both revenue sources.
- Shuttle service could be a free service performed by volunteers who work for tips.
 - Concerns of reliability and accountability.
- **Entrance and Area Specific Signage**
- The Committee recommends that wayfinding plan and cohesive signage be developed and implemented as a part of the Ice Park long-range planning effort. In order to accomplish this, the Committee suggests that strategic partnerships with colleges, universities, DOLA, State Office of Recreation, and other organizations be utilized. In addition, an entrance sign should be considered for implementation.
- The Committee recommends that the following short term recommendations be implemented working with the City, County and OIPI:
 - Improved signage and wayfinding in and around the Powder House area; improved directional signs leading to Box Canyon Park.
 - Move the County Road 361 / Yankee Boy Basin sign farther up the road to mitigate confusion with the Box Canyon Park Road.

Facility Use:

- **General Recommendations:**
 - The Committee understands and agrees that this is a large, complex issue. The Committee recommends that a committee of experts and stakeholders be convened to offer opinions and recommendations specific to use by the various user groups (instructed/educational, commercial, and recreational). To that end, the Committee recommends the following:
 - Design and conduct capacity analysis to identify total capacity for all user groups.
 - Design and conduct visitor use study to collect data on total visitor use, percentage of use by all user groups and patterns of use in the Park.
 - All uses must be equitable and balanced;
 - Must appeal to the mission of the Park as determined by the long range planning effort.
 - To the degree possible, terrain and route restrictions should apply equally to all users.
- **Educational & Non Profit Group Use**
- The Committee recommends that the rules and regulations of the Concessionaire Agreement be utilized for all commercial groups, including instructed/educational groups.
 - A separate pool of user days should be established for instructed/educational group use.
- Group use (commercial and instructed/educational) should be limited on weekends and other high impact times. To offset weekend reductions, additional days should be allowed for use mid-week, depending on capacity.

- **Commercial Use – Concessionaire & SGS’s**
 - The system by which commercial use is calculated should change from service days to user days, to enable commercial use to be tracked, and analyzed, in a manner equivalent with recreational use.
 - Commercial use should continue at a ratio of 25% of total use of the facility.
- **Recreational Users**
 - In order to encourage compliance with rules and regulations, as well as to endeavor to track recreational use of the Park, the Committee recommends the following:
 - Increased public outreach of the rules and regulations through the Ambassador program (increase hours to full-time), and through local businesses.
 - Development of an Ice Park App or voluntary registration and utilization of Ambassadors to track recreational users.
- **Ice Festival**
 - The Committee agrees that the Ice Festival currently works well; however, user experience should continue to be tracked and assessed and adjusted accordingly.
 - Things that could be considered:
 - Potential of making Ice Fest longer, to allow more user groups (geographical, age, skill level) participation.
 - Encourage public transparency on services needed for Ice Fest;
 - OIPI consider hosting meetings or survey local community stakeholders for input.

Risk Management:

The Committee recommends that OIPI form a group of experts, in collaboration with the City, to develop and incorporate safety standards and regulations to achieve best practices. The goal is to protect users and workers, while minimizing cost and maximizing safety. The group should include local climbing experts, OSHA experts, AMGA experts, Rigging for Rescue, third party risk management consultant.

- The Committee recommends that pertinent industry standards be adopted and followed with documentation, logs, and reports.
- The Committee feels that this is critically important and to the degree that OIPI is unable to achieve convening of this Committee, the City should undertake the obligation.
- **Safety:**
 - The Committee recommends that basic first aid kits and “what to do in case of emergency” safety instructions be available in the Park.
 - Signage detailing what to do in case of emergency; could also be utilized to inform users that ice climbing is inherently a dangerous sport. Users are ultimately responsible for their actions.
- **Technical Advisory Committee:**
 - If needed, the Committee recommends the Technical Advisory Committee be reconvened.
 - The Committee recommends that the City maintain a network of people in the community that have knowledge if something should happen.

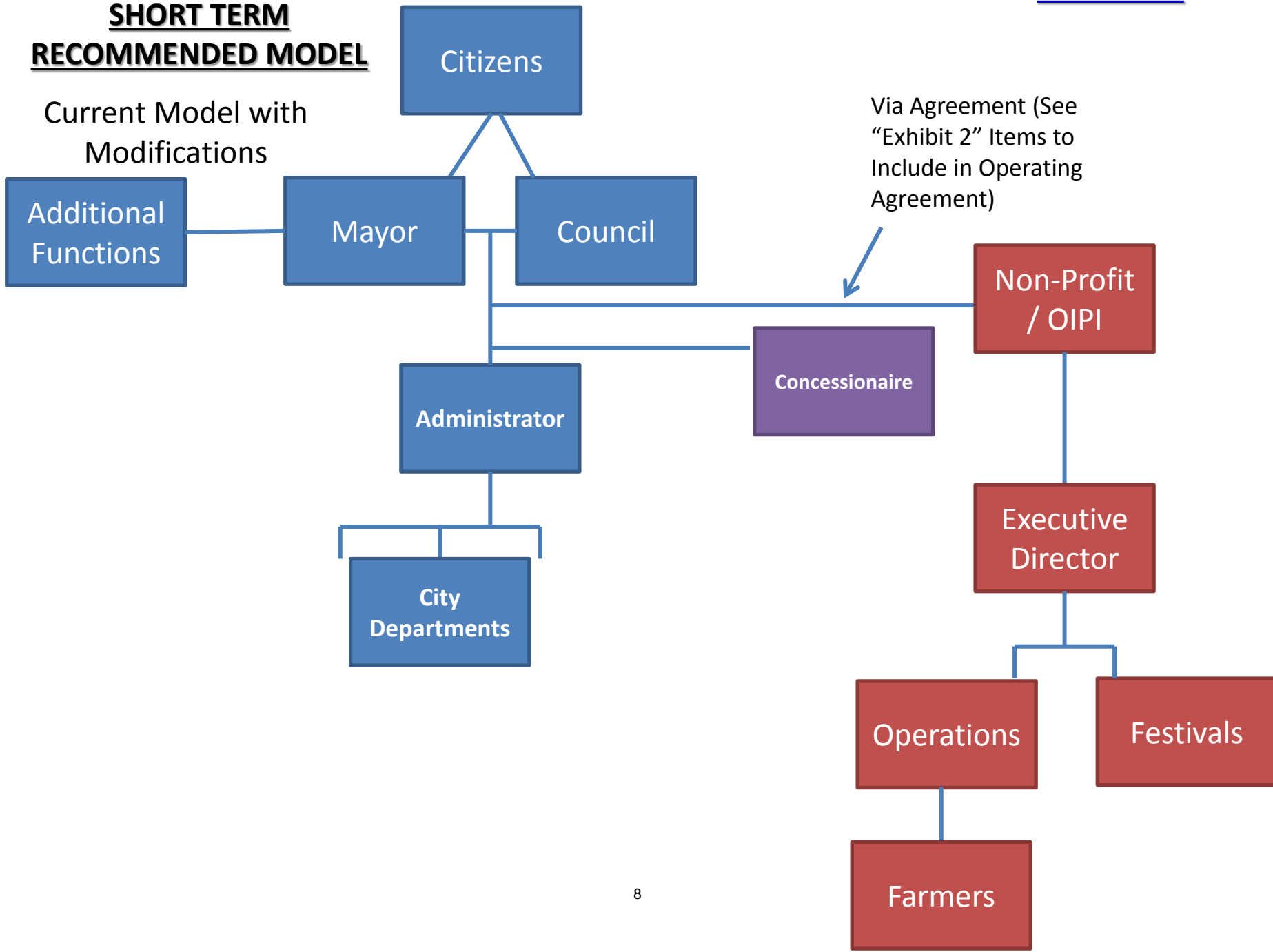
Funding:

- Ranking System:**
- 1) Best Value for the Park**
 - 2) Next Best Value for the Park**
 - 3) Not a Good Value for the Park**

Funding Source	Classification
Donations	1
Sponsorships	1
Passive User Fees (increased signage; donation boxes)	1
Pay for Parking	1
Concessionaire (guiding services) (current guides paying to operate w/in park)	1
Fees for Non-Commercial Groups (6 or more not regulated under concessionaire agreement)	1
Media	1
Festivals/Events (Not Ice Fest)	1
Sale of Merchandise	1
Food Vendors	1
Shuttle (summer and winter)	2
Endowment	2
Mandatory User Fees (everyday use, needs more study) Pay to Play	2
Naming Rights	2
Grants (capital improvements)	2
Taxes (Sales, Property, LOT, Rec District)	3
Charging for reservations for specific areas (limited) of the park	3
Raffle	3
Recreational Facilities Memberships (pool, gym, ice park)	3

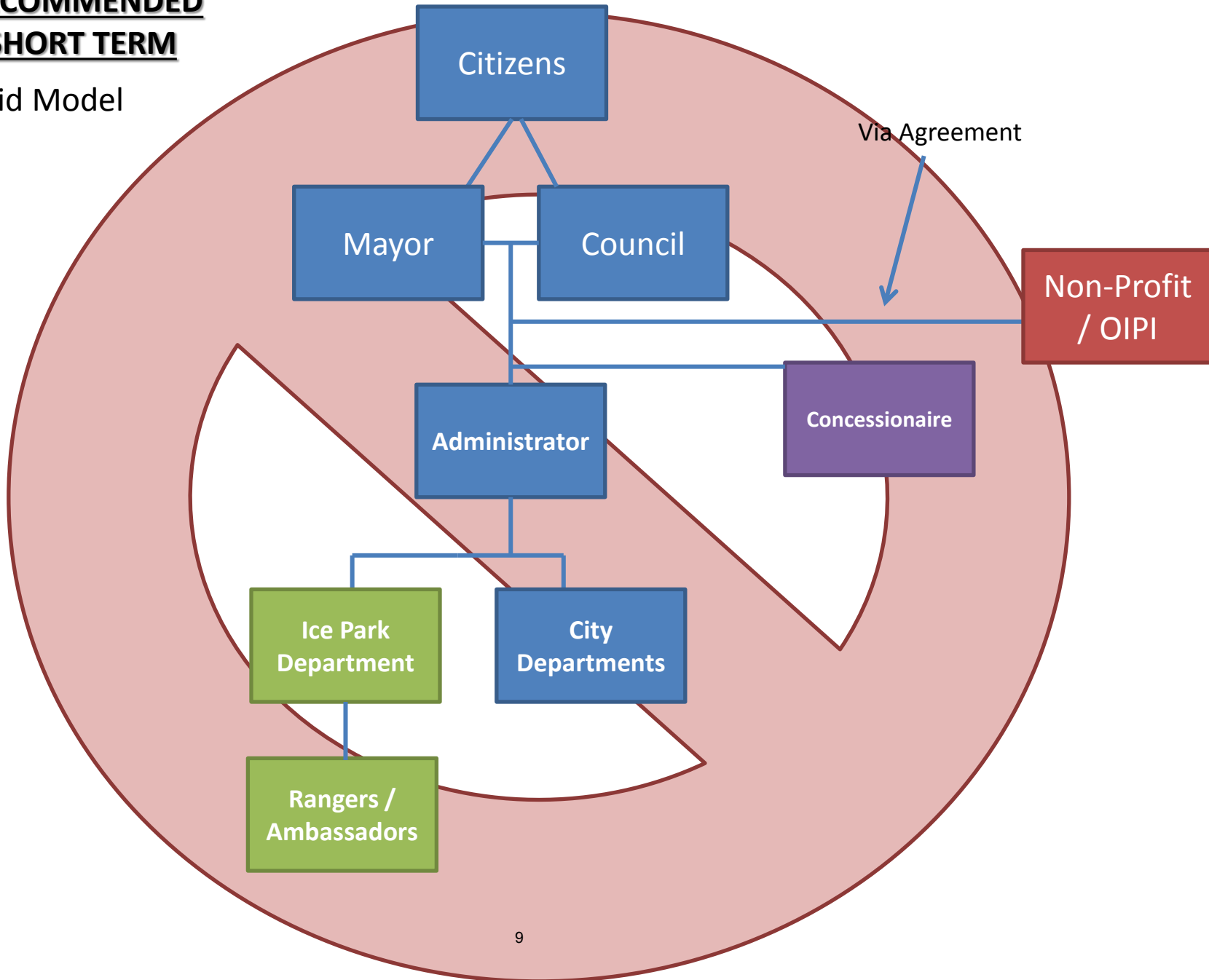
**SHORT TERM
RECOMMENDED MODEL**

Current Model with
Modifications



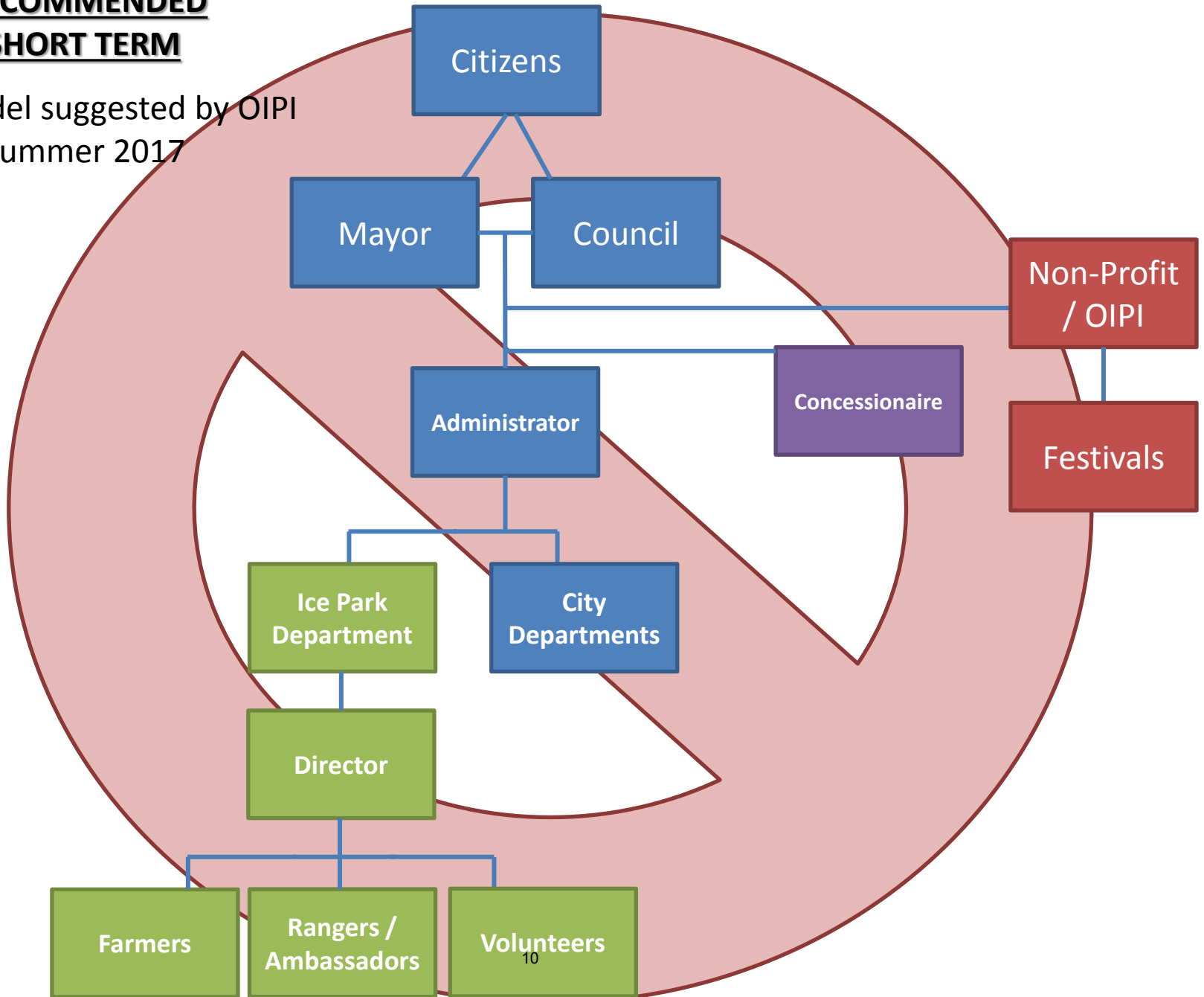
NOT RECOMMENDED
FOR SHORT TERM

Hybrid Model



NOT RECOMMENDED
FOR SHORT TERM

OIPI Model suggested by OIPI
Summer 2017



ITEMS TO BE ADDRESSED IN OPERATING AGREEMENT - Current Model with Modifications

- Continue operations as per 2012-2016 agreement, with modifications (i.e. time limits):
- Provide water pursuant to current water agreement.
- Provide traffic and parking control as needed.
- Work with the current OIPI Board to define common short and long term goals.
 - Happens on an annual basis.
- Develop operations manual to include overall and specific (i.e. how to make ice)
- Allow greater participation and communication between the City and OIPI regarding OIPI Board Membership:
 - Some Examples may be:
 - Increase Board membership to 9 members, allowing the City to select 2 members.
 - Liaison/ex-officio (previously Council member and Community Development Coordinator)
 - Ensure that OIPI represents stakeholder groups
 - Need for basic Board membership criterion
 - Need opportunity for citizen input via City Liaison/ex-officio member.
- Establishment of a management system for instructed/educational groups that are equivalent to the existing system used for guide services.
- Continue and expand reporting and communication on season, capacity, and capital improvements.
- Determine elements of medium and long term sustainable model.



August 29, 2017

Via email: perryj@ci.ouray.co.us

Justin Perry
City of Ouray
P.O. Box 468
Ouray, CO 81427

***- DRAFT -
FOR REVIEW AND COMMENT***

Re: City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs

Dear Mr. Perry,

Wright Water Engineers, Inc. (WWE) is pleased to provide this technical letter report summarizing three potential alternatives to supply the Ouray Ice Park (Ice Park), the hydropower plant, and hot springs with a raw water supply. The alternatives evaluated were as follows:

1. Construction of an infiltration gallery in Canyon Creek and an associated raw water pipeline along the existing Weehawken pipeline to the existing Mineral Farms connection to the Weehawken pipeline (Mineral Farms Pump-house). Alternative 1 is considered to be a long term more permanent solution to meet the City’s raw water needs.
2. Construction of an intake structure in Oak Creek and an associated raw water pipeline which ties into the exiting City Hydropower Pipeline (BIOTA pipeline). Alternative 2 is considered to be a cost-effective short-term solution which could meet the City’s immediate raw water needs and be designed and constructed in time for the 2017-2018 Ice Park season.
3. Manage Mineral Farms and City of Ouray potable water usage more efficiently, including distribution system leak repair. Alternative 3 is also considered a cost-effective short-term solution which could help maximize the City’s existing water supply.

The remainder of this letter provides a summary of the assumptions and preliminary calculations used to develop the conceptual design approaches and associated construction cost estimates for each alternative.

RAW WATER DEMANDS SUMMARY

There are three primary raw water demands within the City of Ouray (the City): 1) the Ice Park, 2) the hydropower plant, and 3) the hot springs. Based on the data provided by the City, the Ice Park runs water from about 5 pm to 7 am starting in late November and continuing through February. At full buildout the Ice Park may require delivery of up to approximately 1 cfs during

**Ouray Ice Park Sustainability Committee
November 21, 2017 6:00PM, Ouray Community Center**

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; and Matt Wade; Facilitator Don Batchelder; Councilmember Dawn Glanc; and Hannah Hollenbeck, Scribe. Those Committee members not present for the session were: Sam Rushing; John Wood; Heidi Pankow, and Kevin Koprek.

1. 6:02 Welcome and Opening Remarks from City

Glanc welcomed the committee and members of the public. She requested that the Committee and audience treat one another with respect and value all contributions. Glanc explained that the purpose of the Committee was to serve as an advisory committee to City Council and that some suggestions may not be feasible. Glanc continued to state that she was serving on the Committee in her capacity as a City Council member. She stated that she owned a business that operated 27 days annually within the Ice Park; she stated that when the discussions began about commercial use and guiding, she would still participate in the meetings. It was her opinion that she would be behind in the discussions if she recused herself from the conversations. Glanc urged the Committee to think big; she said that the Ice Park was a community asset that needed a solid foundation and that the Committee would be integral in guiding the process for short and long term goals.

2. 6:05 Introduction of Steering Committee Members and support staff

The Committee members provided brief introductions.

Batchelder explained his role as the facilitator. He also explained the parameters of the Open Meetings and Records law. He urged the committee members from participating in ex parte communications and to limit communications to the properly noticed committee meetings.

Batchelder understood the topics pertaining to the Ice Park involved passionate arguments; however he urged that all committee members and audience participants maintain civility in order to avoid polarization. He recommended that disagreements be used as an opportunity to solve problems, not to win battles.

2. 6:18 Presentation of Task List from City

Batchelder said that the purpose of the document was to help the Committee frame suggestions for sustainable goals and short and long term recommendations.

Batchelder invited Leo to provide a brief history of the Ice Park operations.

Leo, who also serves as an Ice Park Board member, stated that the City owned the majority of the land the Ice Park operated on, and ultimately had operational control of the Park. He explained that the City entered into an agreement with the Ice Park for operation. That agreement would expire in May 2018. In addition, the City also had an agreement with San Juan Mountain Guides for a concessionaire's agreement, which administered all of the commercial guiding activities within the Park. In 2015 the Ice Park Board experienced an almost complete turnover due to several factors: mainly, the amount of negative feedback from users blaming the Board and its employees for the conditions as the result of lack of water and warm weather. At the point that a new Board was established, it was agreed that the current operating structure (i.e. all volunteer board, and minimal staff) was not sustainable. The Board determined that the City was the most well equipped entity to take over the operational structure. In negotiations with the City, the Ice Park Board needed some assurances regarding the provision of water, and assistance with the issue of overcrowding in the Park. He added that the concessionaire's agreement was also a point of discussion. Leo said that the Board felt that the having all agreements under the umbrella of the City would be best in terms of the Park's operations. Leo added that the Board and employees of the Park lacked the ability to enforce the Park's rules and regulations.

Batchelder asked how the land ownership of the Park was comprised: Leo explained that a private land owner, Eric Jacobson, the City and the County owned the land. Leo said that the Ice Park operated in the South Park and northern portions under an agreement with Jacobson held with the City. Batchelder suggested adding "*securing of lease ownership*" to the Long-Term Solutions objectives.

Batchelder asked Glanc what the City's preference for operational management was; Glanc explained that the City's position was that it would be best for all parties involved for the City to take over the operational management, and that the purpose of convening the Committee was to help finalize that recommendation. Batchelder asked if there was another possibly for a management agreement or entity. Glanc said that there were there were three options for consideration: first, the City took over operational management and the Ice Park facilitated the Ice Festival; second, the City solicited a request for proposal (RFP) for private, non-profit or other outside management; or third, the Park continued to be run by the Ice Park non-profit and volunteer Board.

Wade asked if further investigation was needed for the option of the City overseeing operations and the non-profit overseeing the Ice Festival and fundraising efforts.

Batchelder asked how the Ice Park was currently funded, and how funding would work if the City took over the operational aspect. Leo said that the Ice Park was currently funded by memberships, sponsorships and the Ice Festival. Leo said that the Board would likely turn into a "Friends of the Ice Park" entity and become the funding entity for capital improvements or other needs. The funds collected from the Festival would not necessarily go to the City. Glanc agreed.

Robertson asked how the funds would be incorporated into the City's budget. Glanc said that an enterprise fund would be developed, and not a part of the City's General Fund. Robertson asked how employees of the Park would be classified. Glanc said the operational employees (i.e. Ice Farmers) would be employees of the City. The

employees that administered the Ice Festival would not be City employees, but would remain under the Ice Park administration.

Nergui asked if all three options for management were being considered, or if the Committee was only considering the first option. Glanc said that it was a part of the Committee's discussion to recommend an option.

Nergui said that it would be helpful to have a general understanding of the Ice Park's operational budget. Glanc agreed, but clarified that the Committee was not responsible for developing a budget for the Park.

Berwanger asked if the operational positions would be part-or-full time positions. He noted that it was incredibly difficult to recruit and retain qualified part-time employees. Glanc agreed and said that there was a potential for a full-time parks position; she added that the Council understood developing full-time positions that contained benefits and attracted and retained good candidates.

Robertson asked how revenues garnered from Ice Park memberships would be used, if the City took over management. Glanc said that it was her hope that the revenues would be directed back into the Park.

The Committee agreed to request budget and financial information from the Ice Park, to the degree that the entity was willing to share it. Leo estimated that the Park operated on \$60,000-\$80,000 annually with 30% deriving from local business partnerships and 70% from Festival revenues. Leo said that a full-time staff was needed in order to properly manage the Park, and at present, the asset was woefully underfunded. Leo said that Park rules and regulations needed enforcement and that upgrades were needed to aging infrastructure.

Dan Chehayl, Ouray Ice Park Executive Director, corrected Leo's estimate of the operating budget: he said that \$200,000 was a better estimate. He would provide the financial information at a subsequent Committee meeting.

Batchelder asked if there were any concerns about the City taking over operations, leaving the Festival and fundraising to the non-profit or another entity. Tyler, who also serves as Ice Park Manager, was concerned; he said that the City had no staff, experience, or funds to operate the Park. He said that the Park's operations were handed down through on the job training. He said that he had conversations earlier in the year with Interim City Administrator Justin Perry, who had indicated that the City was not prepared to take over operations of the Park. Leo agreed and said that if the City was to take over the Park, they would likely elect to put out a RFP. He said that the current operation and administration of the Park was not a failure, as it had worked very well for the past 23 years. He said that the organizational structure was working, but that it was not sustainable to ask volunteers to run the Park into the future.

Batchelder asked for clarity regarding the use of the Park; he asked if the current usage of the park had outgrown the capability and asset availability of the structure. Leo agreed.

Wolfe asked if it was the Board's goal for the City to take over operational management of the Park. Leo said that it was.

Leo said that overcrowding was not the main concern. He said that the Board was frustrated with the water issue, in addition to codification and rule enforcement, and that the issues were not going to be mitigated by simply switching the management agency.

Robertson said that the Board was frustrated with the responsibility to provide a certain experience, but lacked the ability to control the infrastructure (i.e. water availability).

Batchelder suggested that the Committee address some of the other objective priorities and let the conclusions drawn from that guide which of the three options to recommend. Glanc asked the Committee to consider which of the three options afforded citizens the greatest level of control and input. She said that the City was the best entity to take over management of the operation as the Park was a citizen's resource.

Nate Disser, San Juan Mountain guides, clarified an earlier statement by Batchelder; he said that the Park had actually decreased in size, and that demand for use had increased. He said that the park was challenged in the past three years to maintain its historic terrain due to water shortages, land ownership, and warm weather trends. Disser said that the Ice Park staff had made some improvements and changes to the infrastructure the help stave off further loss of climbing areas. Disser recommended that the Committee gain a better understanding of the Park's operations before it settled on the RFP option. He said that the poor conditions and lack of water over the past two years were the two main reasons for the current situation. Disser suggested that he provide a briefing at a future meeting regarding what guides were responsible for doing while in the Park.

Glanc requested that the Ice Park provide information regarding employee's workers compensation insurance.

Leo said that there was a need to establish data on the various aspects of the Park, including number of routes, user groups, guides, and day users. He said that the data would help drive conclusions and new policies. Glanc asked if the annual user reports from San Juan Mountain Guides would include some of the data. Disser said that it would; he explained a new system of tracking where user groups were would be tested that winter. Disser added that he did not think that the guides were the issue. He said that the non-sanctioned, private groups could be problematic and contributed to the overcrowding issue. Disser asked how uniform regulations could be applied and enforced.

Tyler agreed that the guiders were a huge asset and thought that they could be integral in data collection. He said that the Ice Farmers and the guiding community had discussed having periodic check-ins. Tyler said that if the Ice Farmers knew when the guide services had the greatest demand, they could be better prepared to manage crowding.

Patrick Ormond asked if greater public outreach and education was possible. Glanc said that a possible option was to use interns to help enforce rules and act as rangers.

Wade suggested that a base level capacity study be conducted prior to data collection. He said that the study could be used to drive user allocation by percentages.

Batchelder suggested that the Committee keep these ideas in mind as they moved through the task list.

Nergui asked if the original purpose of the Kids' Wall was to allow younger users and families to learn to ice climb. She asked if the original conception of the Kids' Wall could be researched.

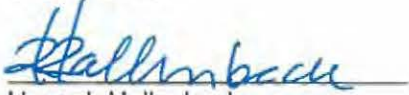
Berwanger explained that he had donated time and material earlier in the fall to help with the sealing of the Old City Reservoir in order for the Ice Park to use it as an alternate water source for the 2017-2018 winter season.

Wade asked how the recommendations were going to get accomplished. He suggested that the Committee first look at what the management entity was going to look like. Leo agreed.

The Committee continued to discuss additional objectives/guidelines, and determined prioritization.

The Committee adjourned the meeting at 8:04PM

Submitted by:



Hannah Hollenbeck

Approved on: *Nov. 28, 2017*

Ouray Ice Park Sustainability Committee

November 28, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Heidi Pankow, Matt Wade; John Wood, and Kevin Koprek; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Those Committee members not present for the session were: Sam Rushing.

A. 6:03PM Ouray Ice Park, Inc. 2017-2018 Season Update:

Glanc requested that Batchelder provide a refresher of the Open Meetings Law. Batchelder reminded Committee members that ex parte communications could constitute a violation of the open meeting laws. Batchelder said that any communication, including written forms, with three or more committee members could constitute an illegal meeting and would potentially expose the City to investigation and subsequent legal action.

Tyler provided an update of Ice Park activities. He said that water had been running since November 1st in anticipation of colder weather. Tyler said that the system was running at 130 gallons of water per minute. He explained that the phase was called saturation; the phase attempted to saturate the canyon walls with water in order to facilitate faster freezing when temperatures did drop. Tyler said that the Ice Park currently had 750 gallons per minute available from the City water tank to use; at this time last year, staff only had 250 gallons per minute. Tyler said that as long as there were no unexpected water leaks in the City's system, the water supply was the best they had had in several years.

Tyler continued to state that the "de-veg" stage was nearly completed. Through the help of volunteer days with local guide shops San Juan Mountain Guides and Peak Mountain Guides, crews had removed vegetation and other material from the canyon walls.

Tyler said that the Ice Farmers had worked with Berwanger to complete improvements to the Old City Reservoir and would be using the water to build ice on the north end of the Park. He said that the Reservoir would capture overflow water that would otherwise go unused and partially untether the Park from being solely dependent upon the City water supply. He said that staff had worked with an engineer and Berwanger, who was a sealant specialist, to complete the project.

Other projects included water line repair; beetle kill tree mitigation; tower work; and improved access to the School Room and Fingers climb areas. Tyler said that he hoped the improved access would help mitigate some of the crowding issues. Tyler continued to say that the Cowboy Up and Scottish Gullies walls had been reassembled. Tyler said that crews were using chains in order to aid the development of ice columns. He said that the chains would wick water and would create a pathway for the ice pillar to grow.

Tyler said that the Ice Farms had attended a Rigging for Rescue course, as had been Ice Park tradition for the past four years. He said that the course allowed for staff to safely and effectively. Tyler said that the safety of the Ice Farmers and staff was paramount.

Tyler said that the Park was ready to start building substantial ice once temperatures allowed. He anticipated a mid-December opening, if weather was favorable; however, safety for all users was the priority and the decision would not be made out of haste.

Nergui asked what the optimal ice building temperature was. Tyler said that it was generally between 10-15 degrees. He said that when temperatures dipped into the subzero range, ice building became unpredictable, given the flow rates from the sprinkler systems. He said that there was lots of math involved with the temperature and the PSI of the system. He said that anything over 28 degrees was too warm to build ice. Tyler was interested in seeing how the water from the Reservoir would behave as it would be colder than the water in the tank; he said that the water from the tank was typically a bit warmer as it was not exposed to outside air.

Glanc asked if she could put some additional volunteers in touch with OIPI staff. Tyler welcomed any additional help. Glanc requested that Tyler provide the update to City Council.

Berwanger asked when the last time the Reservoir was used for ice building. Dan Chehayl, OIPI Executive Director, said that it was over ten years ago.

B. 6:15PM Consideration of November 21, 2017 Minutes:

No comments.

C. 6:20PM Discussion of Topic 1 of Objectives / Guidelines:

- 1) Long – Mid – Short Term
 - a. Organizational Structure
 - i. Employee qualifications
 - ii. Funding component
 - b. Management Entity
 - c. City/Private partnership
 - d. Expansion Opportunities (i.e. Cliffs Area)
 - e. Securing lease ownership

Wood thought that list needed to be flipped: he said that it was simpler to figure out what was currently there, and what could be done from that point.

Nergui said that the Committee had decided that they would just go through the list and that some things would needed to be revisited.

Tyler stated that there was a conflict based upon the forgone conclusion that the City was going to take over operations of the Park. He said that the conflict needed to be addressed as there were other entities that were capable of taking over the operation. He said that request for proposal (RFP) option and continued management

by OIPI or another non-profit entity needed to be given serious consideration in order to make an informed decision. Without proper discussion, Tyler said that the effort of the Committee would be wasted.

Wood clarified that the property was currently owned by the City. Batchelder said that there were three owners of the property where the Ice Park operated: the City, Ouray County and Eric Jacobson.

Glanc asked if Wood was suggesting that the Committee begin by discussing the "*securing lease ownership*" objective. Katie Sickles, Interim City Administrator, asked if the ownership was a hang-up. Wood thought there could be some conflicts. Koprek said that there was a well-established plat depicting ownership and areas of the Ice Park.

Glanc said that the lease agreement between the City and Jacobson may come into question if OIPI was no longer the operational entity. Larson said that Jacobson had a lease under the Federal Energy Regulatory Commission (FERC) for the provision of water to the Hydroplant facility. Wood said that Jacobson could not obstruct the right for alternate accesses. Tyler said that the Ice Park could not function without impeding upon the penstock. Batchelder requested that Glanc begin a list of potential legal questions that may need to be sent to the City's attorney. Larson said that the City held agreements with Jacobson and the County for access to non-City property. She said that the terms of the agreement with Jacobson may change if OIPI was no longer the operator. Larson suggested that a long term lease agreement between the City and Jacobson be secured. Wood said that securing long term leases or ownership of the property was one of the first things that needed to be done.

Chehayl said that Jacobson had the right-of-way for water flow and infrastructure improvement; he added that OIPI had a good working relationship with Jacobson that went beyond merely contractual obligation. Wade stated that the process needed to move forward in a way that was in collaboration with Jacobson, and that he needed to be a part of the conversations.

Tyler pointed out that OIPI had a strong relationship with Jacobson, while the City had not always had a positive working relationship with him. He said that the Committee needed to look at these kinds of factors and consider which entity was the most well equipped to execute the ongoing operations of the Park.

Wolfe said that Jacobson's had a conflict with the former City Administrator; she said that the City wanted to work on the relationship and was motivated to take over operations of the Ice Park. Nergui said that she believed the Park was a City-owned resource where all interests could be represented.

Tyler said that further exploration of the current operation was needed; he said that options of restructuring the Ice Park Board to include the City could be looked into. He did not think that everything about the Ice Park operations needed to be restructured. Nergui agreed with Tyler, but did not think that that option was being excluded from the choices. Nergui said that Leo's previous statements indicated that the Ice Park Board was ready to move on from being the governing entity of the operation due to frustrations regarding enforcement and control over the provision of water. Leo disagreed: he said that Nergui was correct in the Board being frustrated about enforcement and the lack of control over water; however, the majority of the issues stemmed from not having a management structure. Leo said that it made the most sense for the Board to approach the City about taking over operations as they were the contracting entity for the concessionaire's agreement and the lease agreements with Jacobson and the County. He said that the City was the best equipped to have all the right parts on the table to manage the park effectively, regardless of who was actually running the Park. Wood asked if that rationale was the reasoning behind the Board approaching the City in 2015. Leo said it was. He said that the current Board was comprised of community members that had the history and passion to maintain the operation of the Ice Park; however, it was a lot to ask for volunteers to continue to manage an entity that was so vital for the local economy. He said that the Board did not have the ability to train a new entity to operate the Park. He said that the Board employed a staff to operate the Park, but that the overarching organization was done by volunteers.

Batchelder reminded the group that the City had requested that the Committee offer recommendations on what they felt was the best management entity. He asked the Committee members to step back from having an "us versus them" attitude. He said that all of the points needed to be taken into consideration. Batchelder said that it was clear that one of the requirements for the management entity needed to have a degree of authority and control over aspects of the operation. He said that OIPI and its staff clearly had lots of experience and that the Park may fail if they were to pull out entirely. Tyler agreed; he said that a hybrid organization was the best. He did not think that neither OIPI nor the City needed to have exclusive management authority.

Wade asked if it was possible for a subcommittee to meet with Jacobson to discuss his take on the situation and solicit his opinion regarding future plans. Wood suggested that a letter be drafted from the Committee requesting that Jacobson attend a future meeting

Trisha Eischied agreed with Tyler's earlier point that there was a presumption that the City was going to run the operations. Batchelder said that the Committee was merely an advisory group and could only make recommendations; it was the City's position that it was best for them to take over operations of the Park. Eischied asked why the Committee was even bothering meeting if that was the presumed decision. Batchelder said that the City tasked the Committee with working through the various options and that nothing precluded the Committee from coming forward with a recommendation that the City not take over management operations.

Glanc agreed with Wade and Wood that Jacobson be invited to a future meeting. She said that if there were specific questions for the City Attorney regarding the lease and interaction with FERC they be sent from the Interim City Administrator. Batchelder asked if having the City Attorney present for the meeting with Jacobson would be helpful. Robertson was wary of having the Attorney present; he said that it turned the conversation into a different matter. Pankow suggested that the Committee invite Jacobson, not the City or OIPI. The Committee directed Hollenbeck to invite Jacobson to a future meeting and copy the Committee on the correspondence. Hollenbeck said that that agreement between the City and the County had recently been revised and expired in 2029.

Batchelder reminded the Committee that as they were thinking of short and long term options and recommendations, there was no guarantee for who would be on City Council, and there was no guarantee that volunteers would be willing to serve on the Ice Park Board.

Pankow asked the Committee to think about what kinds of qualifications a new entity would have to have. She said that there was obviously a need for the entity to have the authority to make decisions and to have the unique knowledge of what it would take to operate the Park. She encouraged the Committee to look at creating something from scratch to help capture the specific needs of the operating entity. Batchelder confirmed with Pankow that she was not advocating for setting up a new entity, but was looking at the management entity as a "blob," and determining the certain components that "blob" needed to have. Pankow agreed. She said that in order to determine the best management structure, the expertise and qualifications needed to be determined.

Tyler felt that OIPI already had the qualifications and expertise. He recognized that there were weaknesses currently; however, those concerns could be addressed. He said that OIPI was far ahead of the City in terms of knowledge, expertise and purpose. Batchelder asked if Tyler was suggesting that the Committee use OIPI as the model for the structure. Tyler said that for the transition period he was absolutely advocating for that. Aside from the OIPI Board currently being the weak link, the rest of the operation was functioning well. Tyler said that the sport had grown and that the Park had not declined. He said the entity was doing everything in their power to move in a positive direction.

Robertson said that the main hang up was that the capability resided in one entity and the control resided in another; ideally, a hybrid organization would be best, but that collaboration was going to take time and that the Committee needed to make recommendations to help the transition. Next, the Committee could figure out what the hybrid organization was going to look like. Wolfe agreed, but disagreed with Tyler that there had not been a decline in the Park in the past few years. Glanc said that the purpose of these meetings was not to attack one side or another. She said that the Committee heard and recognized the knowledge and passion that OIPI had and that the Board felt a lack of control. Glanc said that she had a hard time understanding how there was a feeling of lack of control and asked for further clarification. She suggested that the Committee develop a pro/con list for each of the three entity options.

Wood asked if it was the intent of the City to establish a Parks and Recreation Department within the City. Glanc said that it was.

Berwanger asked Wolfe for clarification regarding her statement that the Park had declined. Wolfe said that there was vast knowledge and that the different sides were not pulling their abilities together. She said that Park did not offer the routes it had historically, and that it led to overcrowding. She encouraged both sides to come together and to stop attacking one another. She added that OIPI was not the only entity capable of running the Park. Tyler said that he was not implying that the City was incapable of running the Park's operations. He questioned the City's capability to execute given their competing priorities.

Batchelder recommended that the Committee develop a pro / con list for each of the three entities. He said that the managing entity needed to have a degree of control that it did not currently have. Wood added that enforcement and regulations were also beyond the current control of OIPI. Batchelder said that there were also concerns about accountability. He said that a path for finding out information and making complaints or changes needed to be clear to users. Wade suggested that instead of a pro / con list, the Committee engage in a brainstorming activity that identified assets, qualities and capabilities of each option. He said that it would enable the Committee to look view the options in a more neutral manner without inserting too many emotions. Wood added that a timeline was needed. Batchelder agreed with both Wade and Wood. He said that the Management Agreement between the City and OIPI expired in May 2018 and that City Council needed some time prior to that to consider the Committee's recommendation.

Michael O'Donnell thought that the asset, quality and capability brainstorming activity was key. He suggested that the Committee members take time to consider the worksheet and discuss it at the next meeting.

Eischied thought that the activity still divided the group. Wood said that the activity corresponded with Pankow's earlier statement about determining capabilities by breaking down the tasks of the Park and letting whoever was best qualified to take over management rise to the top based on their abilities and qualifications. Glanc brought up that the Committee kept returning to the question of who the best management entity was. She said that Committee could not move forward without first coming up with a general idea of the management entity. Tyler agreed.

Batchelder said the Committee would start with the brainstorm activity, then put together and distribute a draft prior to the next meeting.

[From this point forward, the group began a brainstorming session listing the assets, qualities and capabilities of each option. Glanc began writing the Committee's contributions on the whiteboard.]

Berwanger said that there were many unknowns under the RFP option. He said that it was safe to speculate that the option would bring higher capital and budget. Wolfe asked if the business would have complete control of the Park. Berwanger was not making a suggestion on the ownership or lease, as it depended upon the scope. Batchelder said that, ultimately, the City owned the property and that it would ensure a degree of accountability.

Wood said that if there was any sort of injury to Ice Park employees or users, the all of the land owners would likely be brought into a lawsuit. He said, fundamentally, the City owned the property and was the contracting entity; he asked what the basic framework the entity had to fit into to provide the largest revenue or best possible return to the City.

Larson said that the Committee could help develop the characteristics that could inform the RFP development. She said that the Committee needed to help determine those characteristics.

Robertson said that the City was going to have certain characteristics and OIPI was going to have others. He said that the RFP option was going to need to have the characteristics of both the City and OIPI.

Glanc suggested that each entity be labeled as something neutral. She suggested: "RFP;" "Non-Profit" and "City."

Pankow said that an asset of the City was control of water. She suggested that the non-profit be designated as a "recreational non-profit." Chehayl agreed but said that the entity should really be listed as "OIPI" as no other entity

had the operational knowledge to perform the tasks. Ultimately, the Committee settled upon the management entity options of "RFP"; "OIPI / Recreational Non-Profit"; and "City."

Batchelder said that, under state law, the only way an operation like the Park was tenable was if it was under the umbrella of a governmental entity to be covered by governmental immunity. Batchelder said that immunity would become endangered if the Park decided to start charging for use. Tyler said that in order for the Park to step into the next phase of its existence, it needed to start charging for use. He had heard anecdotally that if the Park began charging for use, the City would have to pay back Go Outdoors Colorado (GOCO) for the grant funds used to purchase the properties. Larson said that was not true; she said the concern was that if the Park started charging for use the governmental immunity protections were revoked.

Wade summed up the conversation by stating that a quality of the City was governmental immunity. Nergui said that another asset of the City was the Public Works and Police Departments, allowing them a degree of infrastructure and control.

Chehayl said that the City was subject to employee and Council turnover. Tyler agreed and added that OIPI had as strong sense of accountability and had a history of responding to input from users and members.

Pankow said that an asset of the recreational non-profit / OIPI was the strong relationship with existing sponsors, institutions, and industry leaders.

Wood said that a quality of the RFP option was contractually guaranteeing annual revenue to the City for operation of the Park. Batchelder asked if the City was contemplating the Ice Park as a direct revenue source. Larson said that was a piece of the discussions. Wood asked if the City was positioned to charge at the Ice Park in a similar manner that was done with the Hot Springs Pool. Berwanger said that it would be nearly impossible for a non-profit to charge for use. Wood said that the RFP option would guarantee income to the City through a contract. He said that the amount was irrelevant; the City would be receiving some sort of revenue.

Wade asked if Jacobson would lose the recreational status of his property if OIPI was no longer in the picture. Glanc would ask the City Attorney. Batchelder asked that Glanc ask the City Attorney if there was any way to protect that status if there as a change.

Robertson did not think that the Committee should make the forgone conclusion that there would be a revenue stream for the City as the result of selecting any of the operating entities. He said that if the Ice Park became viewed as a cash cow for the City, the soul of the Ice Park was lost. Wood clarified that he was simply suggesting it as a means to fund the future Parks and Recreation Department. He added that a version of the management agreement stipulated that OIPI would pay the City \$5,000. Glanc added that guides were charged to operate within the Park and that the revenue went to the City; she suggested that the Committee look at other ways for charging, not just charging individual users. Leo asked for more information regarding guides paying the City for operating within the Park. Glanc said that it was a voluntary fee paid by the guides. Wade agreed that the fees were voluntarily granted from operators to the City in support of the process.

Pankow said that a capability of the RFP and the recreational non-profits option was to run a successful Ice Festival. Glanc said that operation of the Park and administration of the Festival was two separate things. She said that at no point did the City want to put on the Ice Fest.

Pankow asked if the City's benefit structure could be included as an asset. She said that the City had an established structure for administering employee benefits. She thought it was an added burden for a non-profit to develop a human resources department. Chehayl said that OIPI employees were paid well and qualified for yearly raises. He said that the organization had retained the same group of farmers, more or less, for the past few years. Chehayl spoke to Wood's earlier point that OIPI would pay \$5,000 to the City under the terms of the Management Agreement; he said that the payment came with certain provisions, like guaranteeing a water allotment.

Batchelder suggested that the question of whether or not to charge be added as a separate item on the objective / goal list and be discussed at a future meeting.

Robertson said that a capability of the recreational non-profit / OIPI entity was operational expertise; he said that it was more than human capital, as having that specific knowledge was unique to the operation. Glanc said that the City had the ability to hire staff that could perform the job functions. Robertson asked if the City had a plan to establish capability in that case. Glanc said that the City had job descriptions for all of the operational positions at the Park. Tyler pointed out that the job descriptions were developed by OIPI. As an example, Glanc said that the Human Resources manager did not know how to operate a dozer; however she knew the criteria for finding an employee that could fit the requirements. Leo asked if OIPI or the City would be willing to share the job descriptions with the Committee. Larson said that the descriptions had not been formally approved by Council. Roberson said that he was merely saying that the expertise for operating Park resided with OIPI. He said that it was not an expertise typically found in a City staff. Batchelder said that the City could come up with qualifications, but instructing someone to perform that kind of skill set would be challenging. Glanc said that the City and the RFP options had the ability to hire staff. Berwanger said that the City could hire a staff, but the capability to effectively manage and execute the skill was something entirely different. Glanc agreed.

Nergui said that the Park currently had no operating manual. Berwanger said that the manual was being developed, but that there may be proprietary information included in the document. Nergui said that the continuity of operations should be added to list for each entity. She said that it was very important to ensure that everything was well documented.

Wood said that the Committee needed to present something to the Council that clearly defined the expectations and qualifications that needed to be met in order to effectively manage the Park; he said that the operations manual was an integral part of meeting that requirement. He said that the purpose was to create something that clearly spelled out the job, as well as deliverables in order to empower Council to determine if that entity was meeting the expectations or not. Wade agreed and thought that the worksheet was a start in capturing that. He agreed that the operational knowledge for operating the Park resided in OIPI, and that it needed to be an expectation for the other two entities. Wade added that in order for that knowledge to carry forward, OIPI needed to be comfortable carrying that information into another entity. He said that it was paramount for the continuity of the Park to bring the current operational knowledge forward.

Pankow said that OIPI staff had the support of the community and that they wanted staff to have good full-time jobs with benefits. She said that she did not want them to have to worry about their jobs being conditioned upon the agreement of a yearly contract. She said that it was not the intention to replace them, but instead was to develop a plan for long-term sustainability. Glanc agreed. She said that not many other people had the same capabilities. Chehayl said that Glanc and Pankow were presuming that the Ice Farmers wanted year-round, full-time jobs. He said that OIPI had done a good job of retaining a qualified and motivated staff, while also being respectful to employees' wishes to not work year-round or full-time. Pankow said that this process gave staff the ability to help craft what would make the job more appealing. She said that it was necessary to make the positions attractive to candidates to mitigate constant turnover. Batchelder said that the discussion fell under Objective 3(e) – Employee Management. He said that flexibility was the key to retaining the special kind of employees OIPI needed.

Tyler appreciated Pankow's points, but was ultimately concerned about how staff would interact and give opinions to City Council. Using an example, he said that the manager of the Hot Springs Pool had recently appeared before the City Council and recommended that they not purchase blankets for the Hot Springs, and despite ten other individuals at the meeting sharing the same opinion, Council authorized the purchase. Tyler said that he was wary of the operational tendencies of the City. Batchelder said that he was hearing Tyler speak to the decision making characteristics of each of the entity options. He said that the RFP option would offer a quicker, clearer decision making process, and the City option would be more subjective, and would likely take longer. The recreational non-profit / OIPI option would have a "medium" decision making speed that was still subject to Board approval. Katie Sickles, Interim City Administrator, said that the City also faced competing agendas, as well as political influences.

Wade said that OIPI currently maintained lots of different assets, like the infrastructure and intellectual property. The other two entities would need to acquire similar assets. Glanc said that the City had the first right of refusal. Eischied asked if the City would have to purchase the assets if OIPI was to dissolve. Larson said that the City had the right to take over certain assets if there was no longer an OIPI entity.

Glanc said that an asset of the City was a well-established reserve fund and institutional stability. Berwanger said that the other entities could have similar assets. He suggested that budget stability be added to the qualification column of each entity.

Chehayl objected to Glanc's interpretation of the phrases for each entity's assets, qualities and capabilities lists. He felt that the City had too much control in the development of the worksheet. Batchelder said that what was on the white board was merely a first draft and that it would continue to be developed and refined.

Batchelder said that he had heard from Committee members that the historical and cultural foundation of the Ice Park may not be able to be replicated by any other entity. Wade agreed and stated that whatever action was taken, it needed to retain the soul of the Park. Tyler agreed. He said that more ice climbing venues were being developed and the sport was growing. The increase in availability of other ice climbing parks spoke to the importance of ensuring the success of this process. Tyler said that the customer base did not want the Park to become commercialized and that it was important to stay true to the founding concepts.

Glanc reminded the Committee to look beyond the individuals' currently serving on Council and current employees and Board members of OIPI.

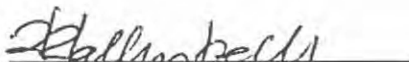
Tyler suggested that the Committee also take into consideration the City's history on project execution, specifically citing the Hot Springs Pool project. He said that the City had various competing projects and attentions while OIPI's sole focus was on operating the Park. Batchelder said the RFP option would also have the sole focus of operating the Park while the City was subject to bureaucratic and political competition.

Robertson said that the Ice Park staff was dedicated to continuing the tradition of the Park by passing down a kind of "tribal" knowledge. He said that it would be completely different under City management. Wood challenged Robertson's statement. He said that the operation currently resided under the whim of five Council members. He said that the use and continued operation of the Park was ultimately responsible to the City Council. He said that if the Ice Park was institutionalized under the City, it would take out the subjective nature of the Council members. Wood said that the Ice Park needed to be institutionalized under the government structure in order to protect its existence in perpetuity. Batchelder understood Wood's point, but said that what governments created, governments could make disappear. Wood said that some committees were established under the City's Municipal Code. He said that the City's Community Development Committee (CDC) was clearly defined under the Code and its existence was protected as a part of the government structure. Wood said that the same kind of establishment needed to happen with the Ice Park. He said that it should be included on the list for each entity to codify and mandate the Ice Park. Wade said that it was not an attribute, but that it should be added to the objectives list as a new item.

Batchelder requested that Glanc ask the City Attorney if there was some sort of special entity that could be formed within the City structure to codify and mandate the Ice Park. He said that it would need to establish a separate fund and be difficult for one individual Council person to influence.

8:32 The Committee adjourned the meeting.

Submitted by:


Hannah Hollenbeck

Approved on: Dec 12, 2017

Ouray Ice Park Sustainability Committee

December 12, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Matt Wade; John Wood; Sam Rushing; and Kevin Koprek; Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc, and Hannah Hollenbeck, Scribe. Those members not present for the session were: Steve Berwanger and Mayor Pam Larson.

6:00 PM Call to Order:

Batchelder presented an agreement that set the procedural and behavioral guidelines for Committee members. He said that no decisions had been made, and that the only entity that spoke for the City was the Council, not individual Council members. He said that Larson and Glanc served on the Committee as representatives and their individual opinions did not represent City Council. Batchelder further clarified that Council Members were not receiving additional compensation for their service on the Committee. He asked if any of the Committee members had an issue agreeing to the conditions in the agreement. There were no comments from Committee members.

Batchelder asked if there were any proposed additions or amendments to the Agreement. Koprek thought some of the language was misleading. He suggested that any reference to the Ice Park as a "commodity" be changed to "asset." The Committee agreed. Koprek was wary of any language that could begin influencing policy. Koprek continued to say that the first two meetings and the overall process appeared to be attempting to solve a problem. He did not think that some of the sources fully understood the problems. Koprek said that the Committee's processes should be focused on progress and sustainability.

Batchelder asked if the Committee members could abide by the agreements and agree to hold others accountable to the premise of the document. The Committee members agreed.

Batchelder said that there had been comments regarding the perception of the Committee fast-tracking the process. Batchelder said that current management agreement between the City and OIPI would expire in May 2018, and any recommendations from the Committee to Council needed to be completed before that date in order to allow Council time to make a decision.

Leo asked if the Committee had a chairperson to allow for clear motions and consensus. Batchelder said that it was best for the Committee to operate on a consensus basis; as the facilitator Batchelder would ask Committee members for consensus on decisions. Wood asked if there was a designated individual who would deliver the Committee's recommendations to Council. Batchelder said that a document would be developed that contained the Committee's recommendations and that it would be delivered to Council. He said that if a single Committee member delivered the recommendation, it could give the appearance of impropriety.

Batchelder said that the Committee had allowed comments from the audience. He said that the process would be modified slightly in order to allow the Committee to come a consensus and move on to different topics. He said that when the Committee considered an issue, they needed to find the facts before deliberation, and that public comment would be welcome during that fact finding process. While the Committee deliberated, he requested that the audience hold their comments. Batchelder said that once decisions were made as a result of the deliberation, he would again ask the audience for public comments. Batchelder stated that the intent was not to exclude comments or opinions from the audience, but it was simply to adhere to the limited time frame.

The Committee agreed to the premise and the Agreements, as slightly amended.

A. Ouray Ice Park, Inc. 2017-2018 Season Update:

Tyler stated that he was serving on the Committee as an individual and that his opinions and comments were not a reflection of OIPI. He offered to answer any questions regarding the operations and maintenance of the Ice Park.

Tyler said that the colder temperatures had helped in the development of ice and that things were coming in nicely and the Park was well on track to open by December 25th. He added that the improvements and repairs to the City's water infrastructure had helped, and the use of South Reservoir had contributed to the availability of water. Tyler was appreciative of the communication between City Public Works staff and OIPI staff.

Wood asked how many of the routes would be open on December 25th. Tyler expected 50% of the routes to be open. Dan Chehayl, Ice Park Executive Director, asked that those kinds of question be directed to him outside of the Ice Park Sustainability Committee as it had nothing to do with the process. Batchelder agreed; he said that the updates should be kept brief and informational in order to stay on track.

D. Continuation of discussion regarding "Asset / Quality / Capability" Work Sheet

Batchelder said that he would like to set a goal for coming up with recommendations for the operating structures by the end of the meeting.

Wood asked if a recreational district / recreational non-profit represented a fourth model. Glanc agreed, but felt that a recreational district, a committee, or a department would act under the umbrella of the City.

Chehayl asked how quickly a special district could be established. Batchelder said that the establishment would have to be decided by a vote, and that the first opportunity would be in November 2018. Chehayl asked if the district would be independent from the City, or if the scope would be defined by the ballot question. Batchelder said that it was generally established under the authority of a political subdivision, but that it would depend on how the directors or board members would be selected or appointed. Batchelder cautioned that the establishment of a County-wide special district had historically been unsuccessful. Chad Jukes, audience member, added that limiting the boundaries of the district would also restrict the constituency and community involvement. Wood said that the political entity would likely be the City and that the boundaries likely be drawn to the City limits. Jukes said that the number one stakeholder of the Ice Park were the users; he said that most of the users did not reside within City limits.

Koprek agreed that there was value in a recreational district, but in the context of the Committee, it was a long term discussion. He said that limiting the discussion to the three options or a recreation district could potentially miss out on other viable options. Nergui said that her understanding of the three models was to determine the attributes of each and come up with a structure that may end up being a hybrid of all three.

C. Discussion / Questions with Eric Jacobson:

Batchelder said that he had discussed the premise of the Committee with Jacobson previously and asked him to provide a history of his relationship with the Park and the City, and to provide any suggestions of how a long term solution or agreement could be developed to protect everyone's interests.

Jacobson said that he was a little dubious of the Ice Park when it the founders first approached him; however, due to the excellent staff and Board members, he had become OIPI's biggest cheerleader. He said that any critics of the operation needed to go out at 1AM and help the farmers make ice. Jacobson said that the establishment of the Park happened around the same time as the enactment of the Colorado Recreational Use Statute (CRUS) and that the Park was designed to operate under its provision.

Jacobson said that the Federal Energy Regulatory Commission (FERC) had regulated the operation of the Ouray Hydroelectric Plant since 1931. Pursuant to the FERC regulations, there was a 50 foot right-of-way on either side of the penstock. He said that FERC did not require that ice climbing or recreational activities be allowed within that right-of-way, but that he allowed OIPI to operate within the area due to their relationship. Jacobson said that Roosevelt Claim and the FERC right-of-way covered approximately 80%-90% of the South Park climbing area. Jacobson said that Ouray County owned the Rio Claim, but entered into an agreement with the City for management of that land. Jacobson said that after the City acquired land from a United States Forest Service (USFS) land sale in 2012 or 2013, the former City Administrator attempted to establish some policies that Jacobson did not agree with. The former City Administrator was operating under the assumption that the City owned the property as the result of the USFS land sale. Jacobson said that the City's assertion of ownership over certain areas of land was not strong.

Jacobson attributed his relationship with OIPI to the open communication and the responsiveness to FERC orders. He cited an example of when FERC inspectors requested improvements to the handrails on the penstock; OIPI raised funds and made the improvements to the inspector's specifications. Jacobson said that he liked that kind of cooperative relationship. Jacobson said that if the City was going to take over operations of the Park and not regulate it under CRUS, and potentially charge for use, he would need to need to look at the proposal closely. Jacobson said that his relationship with the City had not been wholly positive; he thought that City frequently took on too much responsibility and authority and could not handle it. He thought the City asserting that they could manage a highly complex Ice Park was unrealistic.

Batchelder said that without the FERC permissions Jacobson would not have a business; he asked if it was Jacobson's primary concern to protect those permissions. Jacobson said that it was. He said that his right to operate the Plant and the liability issue had always been the driver. He said that the City's governmental immunity protected him to a degree. He cited to examples of accidents and injuries in the Park; in one example, the accident occurred outside the FERC permitted area, so Jacobson was exempted from the suit.

Wood thanked Jacobson for being willing to attend the meeting and for providing information. Wood presented a transcript from a June 2008 FERC hearing where a previous OIPI Board president presented to the Commission. Wood said that the transcript held a statement from Jacobson citing his interest in a long term agreement with OIPI. Fully understanding conflicts and disagreements with the City, Wood asked if Jacobson was still open to the Committee including some element of a long term agreement in their recommendation to the Committee. Jacobson said that he was willing to so, so long as the City did not play politics. He said that the City had misled him regarding the Box Canyon Park access road, which was originally intended to be a service road for the hydroelectric plant. He said that the City wanted to make the road a one-way street in the 1970s and promised that Jacobson could use the road as he pleased for the purpose of operating the Plant; however, the City declared the road as a City street, despite it being within the FERC right-of-way. Jacobson said that the City had not historically lived up to their end of agreements and that's why he was wary of entering into long term agreements. He said that he was comfortable entering into long-term agreements with the County.

Batchelder said that Jacobson's FERC easements and any associated conditions needed to be protected. He said that the liability issue needed to be further discussed in order to outline the processes and issues that Jacobson had concerns with. Batchelder asked if Jacobson would consider a long term lease if his concerns were adequately addressed. Jacobson affirmed that the statement was correct.

Wade said that the Committee had been engaged in a brainstorming activity to determine qualities for a managing entity. He said that the Committee currently had a blank slate and was endeavoring to understand what the ideal management structure would be. Wade asked if Jacobson could suggest some qualities or attributes that he felt were desirable for the management entity to have. Jacobson said that communication, immediate responsiveness, qualified and talented staff members and the ability to uphold promises and commitments were desirable qualifications.

John Walker, OIPI Board member, asked Jacobson if his opinion of a long-term agreement would change if the Park switched to a for-profit structure. Jacobson said that one of his main considerations was liability. He said that if the structure changed to a for-profit entity, whoever was running it would need to convince him that they would cover his liability. Jacobson said that he doubted there was a for-profit entity that had enough resources to provide a barrier that he would be comfortable with. Jacobson said that when Gary Wild first approached him about allowing climbers to climb on the property, Wild pointed out that climbers would be there regardless and that it was better for Jacobson to agree to the use and take advantages of the protections under CRUS.

Batchelder said that the structure and protections offered by a governmental entity would likely need to continue. Jacobson agreed. Jacobson said that Batchelder had previously asked if there were any other FERC regulated facilities that had a fee schedule for use of recreational areas. Jacobson said that most FERC plants had lakes or streams and that had canoe or boat put-ins. He was not aware of any rules, regulations or recreational fees associated with the facilities.

Tyler asked how major infrastructure improvements to the penstock would be handled if the City operated the Park. Jacobson said that the penstock needed to be repaired periodically and that under the current operating procedure, he notified the Ice Farmers and they subsequently closed any nearby routes. He said that the relationship had been very cooperative and respectful. He hoped for the same kind of cooperation with any other management entity.

Koprek asked what Jacobson's long term plans for the Hydroelectric Plant were. Jacobson was not immediately sure. He said that the City had previously discussed taking over ownership of the land in the canyon in a similar way that the Town of Telluride had done with the Valley Floor. He thought that City's acquisition of land through the USFS land sale was in an attempt to begin securing the area for the benefit of public use; however, discussions had not progressed past that.

Wade thanked Jacobson for willing to be present at the meeting, and that his recommendations were very valuable. He said that the Committee hoped to develop objective recommendations that accommodated the diverse interests of the Park, and that Jacobson's interests were very important.

Jacobson said that he had the highest compliments for the OIPI Board and staff members. He said that the conflicts he had with them were very minimal. He hoped that the Committee could come up with good recommendations. Jacobson said that he thought OIPI was the correct management structure.

Glanc said that the City Attorney had stated that neither Jacobson, nor the City would lose governmental immunity if there was a fee for use at the Park.

Koprek said that the answers to the questions did not necessarily address the FERC property. Glanc said that she could ask for clarification regarding how much right-of-way was granted under FERC and if recreation had to be encouraged on the land.

Wood read from the June 2008 FERC hearing transcript regarding Jacobson's exposure in South Park. He asked if there was any exposure to Jacobson in relation to ice climbing facilities outside the FERC right-of-way and City land. Robertson asked that the City Attorney confirm that Jacobson was protected under FERC.

Pankow said that Jacobson had alluded to the City having a plan to purchase all of the land in the canyon. She requested that any information pertaining to the discussion be shared with the Committee. She thought that documentation would be important for the Committee's long term planning recommendations. Sickles said that she would look into the City's archives.

D. 7:00PM Continuation of discussion regarding "Asset / Quality / Capability" Work Sheet, continued:

Rushing asked if the request for proposal (RFP) option was even tenable. He said that Jacobson was obviously not comfortable with the option or any situation that was for-profit. Glanc said that the City or OIPI may want to charge in the future. Roberson said that Jacobson made it clear that he was not comfortable with a for-profit structure of the Ice Park. Nergui said that the Park currently had a fee schedule and that the Committee could not assume that other charges could be folded into it, like parking costs.

Koprek asked how the fee conversation came about. Batchelder clarified that the fee conversation was a potential option, not a solution. Koprek was concerned that the more the fee option came up, the greater preference it attained within the group. Batchelder understood the concern and said that the funding component would be discussed at a later meeting. Leo agreed. He said that the funding discussion should be secondary to the discussions regarding the overall structure. He said that he had put a lot of thought into the overall structure and issues that were present in the current model, and he thought that a hybrid of the City and OIPI management would work best for the long term sustainability of the Park. He said that the City was ultimately the land owner, and should be reflected as being the top of the pyramid, with OIPI still performing the operations agreement. He said that it was important to give users a "cushion" between the City while still maintaining the liability guarantee. Leo said that the current structure had been working, but needed some tweaks from both the OIPI and the City. Leo thought that the Board should continue to be a volunteer based organization with varied representation from different aspects of the community, including business owners, the climbing community and legal backgrounds. He thought that the Board could be comprised of people who defined and represented the community to best exercise operational management control.

Tyler agreed; he thought that a merging of the City and OIPI was the best option. He thought that many of the issues between the City and OIPI could be alleviated by better communication. He agreed with Leo that restructuring the Board was a viable option. Tyler said that the Ice Park staff had the ability to execute the complex operations of the Park and that it allowed them the advantage over a new or unqualified entity. Tyler thought that combining the values of the City and OIPI would enable the greatest degree of success.

Wood also agreed with Leo; however, he argued that OIPI needed to be brought into in the City structure by codifying the existence of the Park. He recognized that there were financial and trust concerns. Wood added that any long term plan should also include the City taking over the County-owned Rio Placer Claim. He said that ownership of the claim brought 75%-80% of the control and ownership of the Park under exclusive City-ownership ensuring governmental immunity. The Committee agreed that City ownership of the properties within the Park should be included as a recommendation.

Batchelder said that Leo was suggesting a structure that was separate from the City Council, while still existing under the City control; Batchelder said that Wood was suggesting an entity that was housed under City Council. Leo and Wood agreed.

Wood said that if the Park was going to exist on City land, the community deserved a level of oversight that allowed for citizen input.

Koprek said that the OIPI bylaws previously included requirements for Board composition. He thought that there could be a middle ground to allow Council to play a greater role in the Ice Park Board by appointing members.

Jukes said that the idea of a public / non-profit partnership was not unheard of. He said that a number of state and national parks relied on creative partnerships for operation.

Andres Martin was concerned about potential impropriety if Council members appointed OIPI Board members. Wade agreed with Wood's proposal, as it was best for sustainability and longevity. Wade added that many qualified potential Board members were passed over in previous years. He said that the concern worked both ways, but the fact that the Park was a City asset and ultimately accountable to the electorate of the City was a huge point.

Leo said that the Board felt that one of the main dysfunctions was that the accountability for the operation of the Ice Park was placed on the Board and was not shared by the City, which ultimately had control over the provision of water. He said that his suggestion was based on the equity of having the City share some of the burden. Leo said that the Ice Park needed to be supported by the City through Council, and perhaps by a subcommittee or advisory board. He said that the City needed to have some skin in the game through funding and other operational commitments.

Wood fully understood Martin's concerns; however he said that the best way to protect the Park for the long term was to enable the City to own as much of the property as possible and allow the City to manage it in a similar fashion that other City committees were managed. He said that there needed to be an avenue for the City to protect and drive the entity for the benefit of the Park. Robertson said that the City was ultimately responsible for the Park, but that OIPI was responsible for managing and executing the operation; he said that the entity did not necessarily need to be a committee or a contractor, but that there many different ways manage it. Wood agreed: he said that it was a hybrid organization with oversight.

Glanc said that the OIPI would need to be agreeable to changing their bylaws in Leo's proposal.

Leo said that it was reassuring simply to open the dialogue. He said that other City committees had funding sources from the City; the Ice Park did not. He said that the Ice Park needed more funds in order to operate successfully, but he was not convinced that a fee based structure was the answer. He said that funds were needed for a ranger program and for infrastructure improvements.

Tyler was concerned about staff's ability to respond and having too many people involved in the chain of command. He said that there needed to be an entity that allowed for quick decision making authority. He said that certain aspects of the Ice Park operation relied on responsiveness and quick action; he was wary of involving too many time consuming democratic processes. Batchelder confirmed that Tyler was advocating for a structure that had a degree of separation from the City Council to enable quick decisions.

Nergui said that there were no guarantees that the Board was willing to change their bylaws. She said that Wood's suggestion of codifying a board, committee, or advisory body into the City structure was valid as there was also no guarantee that volunteers would continue to be willing to serve on the Board.

Wood said that the City ultimately endeavored to have a parks and recreation division or department. He thought that funding for the Ice Park could be funneled through that department.

Koprek said there needed to be a degree of separation between Council and whatever advisory committee or board was established. The Committee agreed.

Wood said that the idea fed into his point that the existence of the Ice Park needed to be codified into the City's municipal code. He said that, as it currently existed, a majority vote of the Council members could dissolve the Ice Park; he said that if the Park's existence was codified, it would be much more difficult to dismantle the operation. Wolfe agreed and said that the Park's dissolution almost occurred earlier in the year.

Wolfe asked why OIPI staff did not want to be absorbed by the City. She did not understand why the employees did not want to work under the City structure. Tyler said that benefits and other perks were very appealing; however, he was concerned about the structure's ability to be successful under City oversight. He said that if the staff was absorbed by the City it would affect how his job was performed. He did not think that it was best to waste time to restructure the jobs to fit into the City's organization.

Robertson said that codifying the Park under the City was a critical piece in the process. He said that the City would still own the Park and that the operators, whether OIPI or another entity, would still be accountable to the City. The Ice Farmers would still be employees of the Park. Leo agreed. He said that the City was not capable of maintaining and attracting the local business partners or putting on the annual Ice Festival.

Wade thought that one of the key points was to keep in mind the finances of the organization and if they would be retained in a potential agreement. He said that there were serious liabilities with the current situation; Wade postulated that if OIPI ceased to exist, their balance sheet went with them and that the City was incapable of recovering the loss. He said that the financial piece needed to be retained within the City for the security of the operation.

Koprek agreed. He agreed that there were no guarantees that OIPI would be willing to change their bylaws, but he believed that OIPI had the Park's best interest in mind. Koprek agreed with Tyler that the Ice Park employees needed to be agile in their ability to respond and execute the operations of the Park. Koprek said that the City needed to be able to influence the operation at a master plan level; while the operating entity contracted to manage it in a manner consistent with the tenets of the master plan. He said that the operating entity should be contractually obligated to fulfill the City's vision for the resource. Koprek pointed out that some aspects of the Park's operation were codified in the City's municipal code; for example, some rules and regulations were established in Section 13.7.

Chehayl said that OIPI was currently researching providing benefits to its employees and that it was a realistic possibility.

Nergui suggested that the human resource structure and benefits be applied to each of the entities' assets. She asked how the Hot Springs managed its employees. Sickles said that some employees were seasonal and part time. Glanc said that the City's Human Resources Director was involved in the hiring process for all employees.

Glanc said that the Ice Festival was never going to be included in the operations of the Park. She said that the managing entity would be exclusively for the operation of the facility. She asked if the OIPI Board could be included in the codification as the advisory committee. Koprek opposed the suggestion. He said that OIPI would

lose their ability to negotiate in that case, leaving the authority wholly with City Council. Glanc asked for clarification; she said that the requirements and guidelines for serving on the committee would be defined in the Code. Koprek said that he had not seen other City committees work in that manner. He said that when there was a vacancy on a City appointed committee or board, the City requested volunteers and little to no credence was given to qualifications or skills. Glanc said that requirements could be set in the Code.

Pankow thought that it may be helpful for the Committee to review the details of the City's current committees and boards. She suggested that the Committee review the various committees' bylaws and look at other examples of public / private agreements. Glanc said that it would also be useful to see how the other City committees operated their fundraising efforts.

The Committee directed Hollenbeck to provide the requested materials. Rushing would provide a copy of the County Resolution establishing a chain of command and operating procedures for Ouray Mountain Rescue.

Wood added that any information regarding potential water rights owned by OIPI be presented as well.

Robertson requested that Sickles present a brief explanation of how enterprise funds worked at the next meeting.

8:34 Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: 12/19/2017

Ouray Ice Park Sustainability Committee

December 19, 2017 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Bill Leo; Matt Wade; John Wood; Sam Rushing; and Kevin Koprek; Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc, Mayor Pam Larson; and Hannah Hollenbeck, Scribe.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

- The Committee agreed to direct Sickles to place a request on the next Council agenda to have Hollenbeck compensated.
- Meeting Dates – The Committee agreed to consider alternate meeting dates in January and February. The Committee agreed to cancel the January 16th meeting due to a conflict with a Council meeting.

B. 6:07pm Additions / Corrections to December 12, 2017 Minutes:

No comments.

C. 6:08pm Presentation of information on requested items:

1. **Additional Questions / Answers From the City Attorney:**
2. **City Committee / Ouray Ice Park, Inc. Information (bylaws, fundraising, etc.):**
 - a. Ouray Ice Park, Inc. (OIPI)
 - b. Planning Commission
 - c. Community Development Committee (CDC)
 - d. Beautification Committee
 - e. Parks and Recreation Committee (PARC)
3. **Other Examples of Public / Private Partnerships:**
 - a. Ouray Mountain Rescue (County Resolution)
 - b. Top of the Pines, Inc Management Agreement and Management and Operations Plan
 - c. Public / Non-Profit Partnerships in Duluth, MN
4. **City Archival Documents:**
 - a. Information of discussion regarding City ownership of all the land in the canyon:
 - b. Possibility of Water Rights owned by OIPI:
5. **Enterprise Funds:**

Hollenbeck said that the Agreement for Management of the Ice Park between the City and OIPI was forthcoming.

Nergui asked if the Beautification Committee got all of its funding from Lodging and Occupancy Tax (LOT) funds. Pankow said that the LOT funds were used specifically for tourism related activities. She said that the Beautification Committee worked to enhance visitor's experiences in Ouray. Pankow said that the City's LOT was unique in the fact that it was a flat fee per night. Pankow said that there had been numerous discussions and work sessions regarding changing LOT to be a percentage, instead of a flat fee. She added that including an outdoor recreation specific percentage was a part of the discussions.

Robertson asked if the City's first right of refusal was included in the agreement between OIPI and the City. Batchelder said that it was not, but it was included in the brainstorming activity discussion.

Koprek summarized the Duluth, MN public/private partnership. He said that that arrangement was very similar to the management agreement between the City and OIPI, but with some key differences. He said that that organization worked with several different non-profits via a management agreement to achieve a varied level of cooperation. He said that when the idea was conceived, various city department heads were brought together to lay the groundwork, and then a citizen's committee was convened. Koprek thought that the Sustainability Committee was going at the issue backwards. Koprek wanted to see some recommendations from the City and OIPI in order to help frame the discussion.

Wolfe asked for clarification regarding the different non-profits. Koprek said that there were many interests represented at the Quarry Park, including Frisbee golf. He said that the ice park venture was spearheaded by a climber's alliance and that the infrastructure for ice farming was just being installed. Koprek said that there were different interests, but only a few partners that were signers on the management agreement. Nergui said that her impression of the arrangement was that the City of Duluth was actually running the park. Batchelder said that the City owned the land, but that the operation was conducted through a management agreement. Koprek added that the City of Duluth contributed to the Park's success by handling the public works aspect and sanitation.

Wade asked what other non-profits were included on the management agreement. Koprek listed the Frisbee Golf Association, the Minnesota Climbers Association, and the Minnesota Trust for Public Land. He added that a National Parks system employee helped draft the management agreement, and that the City of Duluth staff came up with an appropriate process.

Wood asked if guiding was allowed in the Quarry Park or if there was a concessionaire's agreement. Koprek explained that part was still being discussed.

Batchelder invited Katie Sickles, City of Ouray Interim Administrator, to give a brief explanation of enterprise funds. Sickles said that it was funded by service fees from a user base; no more than 10% of General Fund dollars could be used to fund the operation. An enterprise fund operation could bond for capital improvements and utilize the governmental entity's bank rating or credit history. Batchelder added that the fund was separate from the governmental entity's funds. Wolfe asked if donations could be considered user fees. Sickles said that it could. Glanc asked if membership could be considered user fees as well: Sickles affirmed that it could.

D. Continued Discussion of Operating Structure:

December 19, 2017

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Rushing agreed with Koprek's assessment that the Sustainability Committee was addressing the issue backwards. He said that the Committee was always going back to the provision of water. He presented a document depicting Maslow's Hierarchy of needs, and said that he was envisioning an entity with different levels.

Batchelder presented the three different draft organizational structures, the OIPI model, the City model, and the Hybrid model.

Batchelder explained that the Hybrid model was developed out of the Committee's discussions for the City to have an Ice Park department and to have rangers to enforce rules and regulations, and to perform data collection. He said that OIPI would still enter into the management agreement with the City, but allowed a degree of authority and interaction between the two.

Koprek said that the experts on both sides needed to be able to deal with one another. He did not think it worked when the expertise on one side tried to communicate with Council, as they were not experts in the management or operation of the Ice Park.

Batchelder reminded the Committee that the management style would be determined by the contract.

Koprek said that users were taking the emotion associated with overcrowding and using it as rationale for establishing ranger and ticketing procedures. He did not agree with that method. Koprek suggested that the Committee consider a model like the mountain ambassadors at Telluride Ski Resort instead of rangers. He thought that the system would be more successful if the ambassadors focused on communicating expectations and rules instead of ticketing. Batchelder said that the concept of rangers originated from an earlier conversation and that Leo had identified a gap in the current structure with code enforcement within the Park. Batchelder added that data collection was another priority that the Committee had identified and that the rangers or ambassadors could be responsible for that endeavor, which would help inform a long term plan for the Park.

Wood asked how the Top of the Pines, Inc. (TOP) arrangement with Ouray County worked. Batchelder explained that the procedures and restrictions were established by the Operating Agreement. Batchelder added that the usage of the TOP property was much smaller than the usage of the Ice Park. Nate Disser, San Juan Mountain Guides, estimated that 14,500 people used the Park last season; Batchelder said that TOP saw 500.

Robertson asked if the rangers could be a part of the contract entity, and not employees of the City. Batchelder said that having rangers be City employees would simplify the management procedure. He said that the City would have to be able to defend the actions of employees and that it would be difficult to do if the rangers were under a contract entity.

Wood said that the Committee recognized the City was the best entity for management in terms of permitting and liability. He said that the City was not in a position to take over operations as it lacked knowledge in staffing and operational expertise of the Park. He said that Ice Park staff could easily cite the top four enforcement concerns, but that City Council and staff could not. He said that the Council and staff relied on the expertise of OIPI staff to communicate needs and concerns. He said that in the short term plan, the Committee needed to come up with a recommendation to turn that knowledge into a secure, sustainable system. Batchelder said that could be included in the management agreement. Wood was still very concerned about the ability of the City to dissolve the Ice Park upon a majority vote of the Council.

Tyler thought that the Committee was overlooking the importance of the user base. He was wary of focusing too much on the structure without giving proper credence to the user base. He was concerned about how users would perceive rangers and a structured environment. Tyler said that a main concern was parking, and that it was easily addressable by the City. He said that the Ice Farmers could be utilized as rangers as they were constantly in the Park and in contact with users and guides. Tyler said that many of the current issues arrived from poor communication. He thought that a structure could be created based on establishing clear communication guidelines.

Koprek agreed and cited that as a reason why he liked the Ouray Chamber Resort Association (OCRA) Marketing Contract. He thought that the level of oversight was not as focused, allowing the entity a degree of flexibility and autonomy while still maintaining a partnership with the City.

Nergui wanted to revisit the concern of autonomy. She thought that the concern was overblown. She said that each department had an annual budget and to the degree that they could operate within that, the department could be very autonomous. Batchelder said that the concern arose from the need for Park's employees to be able to react quickly to situations.

Batchelder explained that chain of command in a small community frequently behaved differently than the way they were established. He said that most citizens would go directly to the pertinent department head instead of bringing concerns to Council. Tyler said that it was the fastest way to have recourse. Batchelder said that it was not the best route for transparency and effective management.

Koprek said that the Committee was getting bogged down in the minutia. He said that he understood the need for autonomy, but as the Committee discussed more specific situations, the conversations became more convoluted. He said that the Park had no Master Plan or identity for what it meant to the community. Lacking those guiding documents, Koprek thought that the Committee would be unable to make a reasonable sustainable recommendation. Batchelder said that a Master Plan process was not tenable within the given time limit and tasking from Council. Koprek said that the Committee's recommendation should be that the City and OIPI undertake a Master Planning process. Wade agreed with Koprek that having a bigger picture would be extremely helpful; however, given the short timeline, the Committee should be focused on overarching goals and objectives, then, if time allowed, drilling down to guiding principles. Referring to the Hybrid model, Wade liked the diversification of control and assets. He said that it pulled some of the responsibilities of the non-profit into the City in order to best manage the asset.

Robertson thought that the need for autonomy was larger than the organization's ability to respond. He said that the day-to-day management of the Park was complex and that the City was incapable of taking it over. He was wary of the amount of time it would require for a City Ice Park department to get up to speed on operational management of the Park. He did not think there was an equivalent position of an Ice Farmer or other Park staff

within the City. Glanc said that Robertson's statement was speculation. Robertson asked Glanc if there was an equivalent position. Wolfe said that City police and public works staff frequently took on similar levels of liability and risk. Batchelder confirmed with Robertson that he was concerned about fitting an Ice Park department into the Hybrid model as the hierarchy and pay scale were different.

Pankow explained the OCRA marketing contract. She said that the entity held a contract to perform marketing on behalf of the City. OCRA prepared a high-level plan for presentation and approval by the City. She said that the Plan did not include low-level plans, like what advertisements they were planning for the year. Pankow said OCRA had the autonomy to make those decisions within their budget. Pankow thought it was helpful that OCRA was invited to participate in the City's Community Development Council (CDC).

Wood said that the Committee needed to develop actionable recommendations for the City. He thought that the Committee could make a recommendation that the City and OIPI develop a Master Plan for the Ice Park by a year certain.

Dan Chehayl, OIPI Executive Director, pointed out that OCRA was included in the City's budget; OIPI was not. He said that OCRA was included in City conversations and development of plans, while OIPI was not afforded the same privilege.

Batchelder said that the Committee had been tasked with coming up with suggestions for short and long term structures. Koprek said that it was simpler to address short term, particularly given the limited time frame. He said that the Committee could make long term recommendations, but lacking a Master Plan, the recommendations would likely fail.

Wood said that a recommendation should be that the City strives to secure and codify the existence of the Park. Glanc asked if a committee could run an enterprise fund. Sickles said that only the Council could be responsible for the establishment and operation of an enterprise fund. Glanc asked if employees of the Park could be employees of the City in the case that a committee was running the Park. Sickles said that the committee could recommend actions to Council, but the operations of the Park would need to fall under the City administration.

Wade said that if the current OIPI organization was dissolved, the OIPI Board would be required to pass along the remaining assets to another charitable or non-profit organization; he postulated that the new organization could be another non-profit entity founded by some or all of the exiting OIPI Board members.

Robertson agreed with Wood, to a degree. He said that the Committee needed to converge on a proposal that went beyond the need for autonomy. He said that the Committee could make a recommendation for a short term plan that included the need for autonomy and the continued ability for the Ice Park to function, while also making the long term recommendation for a Master Plan or similar activity between the City, OIPI and concessionaire.

Batchelder agreed that it was an option. He explained that he developed the three models based on the Committee's discussions. He said that Leo had previously indicated that OIPI was able to fund itself currently, but it was not sustainable for the future. He said that the OIPI model would allow for paid use and allow the City to be in the position to develop funds to look at long term property acquisition and the provision of water. He said that the Hybrid model would foster a shared ownership between the City and OIPI.

Koprek said that the City needed the ability to influence the operation at an appropriate level. He thought that the Master Plan process would seek to make suggestions of how to fund operations without charging user fees. The Plan would also list aspects of Board oversight and selection of Board members. Koprek thought it would be ideal if Council members selected and appointed Board members. Batchelder said that Board member composition and appointment could be a part of the operating agreement and could endeavor for input, not direct control. Koprek said that his suggestions were based on the suggestion that the City take more ownership of the City asset. Koprek said the Park lacked a clear vision of what it meant to the community; his suggestion sought to solve that and the mechanism to determine its meaning could be established and codified within the Master Plan.

Wood thought that the Master Plan needed to separate out the operational goals and the infrastructure and ownership goals. He said that the City needed to purchase the property and the infrastructure assets of the Park in order to allow it to take responsibility for ensuring effective operation. Batchelder said that in the Hybrid model the City would have an Ice Park department that would allow ownership of infrastructure and future improvements, while still maintain the operating knowledge currently present in OIPI.

Tyler asked how many Ice Park members lived in Ouray. Chehayl estimated that it was around 2%. Tyler said that one of the Park's current assets was the ability to reach its user base. He said that if OIPI fundamentally changed the way it operated, it would irrevocably harm the fundraising and membership of the Park. Glanc thought that Tyler's statement was speculation.

Batchelder said that a Master Plan typically cost \$70,000-\$150,000 and could take up to three years.

Wolfe said that Koprek's suggestion required the willingness of the OIPI Board to be folded into a City hierarchy. Koprek said that he was worried about the City's ability to make it the best facility for all parties involved. He said that, ideally, the City would not take over the Park in its entirety, but be involved in working towards sustainability with requisite checks and balances.

Nergui said that her conversations with OIPI Board members indicated a similar concern regarding fundraising. She had heard that Board members were concerned about the response from donors if the City took over the management of the Park. Nergui said that if the City saw value in the asset, then it should take over management and fund it like any other department instead of relying on the donation based model.

Batchelder asked Larson if the City could afford \$70,000 for operating the Ice Park in their current budget. Larson said the City could not. Larson said that the Council was looking for suggestions from the Committee of how to keep and sustain the unique asset.

Nergui asked if creating a new revenue source should be a recommendation from the Committee. Batchelder said that the revenue source would have to be created from a mill levy, sales tax increase, or creation of a fee. He said that a mill levy or sales tax increase would have to be approved by a vote, while fees could be established by vote of the Council.

Robertson thought that Koprek had some good recommendations of how fees could be collected without charging for use. He thought that City could charge for parking and that the fundraising efforts could be continued within the Hybrid model. Batchelder said that the Committee was discussing funding in a manner that may need input from OIPI. Glanc agreed and said that the OIPI Board would need to be consulted regarding the proposal to move Council oversight into Board Member appointments and reporting. Glanc questioned why the City would want to invest in the Park if all of the operational knowledge would continue to live within OIPI. She reiterated that OIPI Board buy-in was needed.

Batchelder said that it would be helpful for the Committee to develop a list of things that would need to happen under each management structure proposal and then bring it to OIPI for discussion. He said that discussions were generally more successful when there were specific proposals and actions.

Wood said that vision was great, however, without funding there was no operation. He said that the exiting entities need to come to the table to determine future planning and to define the relationship between the City and OIPI. He said that the Committee needed to make suggestions in order to help inform the process. He reiterated that the City needed to take actions to secure ownership of the Ice Park properties.

Koprek said that it was the Committee's responsibility to make recommendations to the City. He said that OIPI was certainly included in that process, but it was not the Committee's responsibility to make recommendations to OIPI. As a result of the Committee's recommendations to the City, the City Administrator or other staff person would be directed to work with OIPI to implement the suggestions. He said that Council should not be responsible for directly negotiating with OIPI. Batchelder said that the Council members were a part of the process. Koprek agreed, but said that direct negotiations between OIPI and the Council had historically proved to be tenuous and unsuccessful. He said this process was an opportunity to be different. Koprek suggested that the Committee recommend that the City Administrator, City Public Works Director, and other pertinent staff meet with the OIPI Executive Director and Ice Park Manager to discuss operations and make suggestions for an improved partnership and operating structure. He thought that was an achievable short term recommendation. Batchelder asked if Koprek was making the suggestion that the Committee not address the operating entity question, but instead recommend that the City convene a meeting of pertinent department heads and OIPI staff to come up with suggestions for improved management. Koprek affirmed that was his recommendation.

Tyler said that the current arrangement of a Council member liaison to OIPI was not effective. He thought that having a neutral third party position would help alleviate concerns voiced by both OIPI and the City. Batchelder confirmed that Tyler was advocating that the City consider appointing a third party liaison.

Wade said that the Hybrid model would create a small Ice Park department to allow the City to begin slowly taking over operations of the Park. He said that by giving the City oversight of the rangers, it would allow the City to begin learning how the Park operated, while OIPI managed and worked with the City.

Robertson said that if the Committee ultimately recommended a Master Plan, a short and medium term contract and plan would also have to be established. As the current contract expired in May 2018, the Committee could propose a short term contract, leading to a mid-term plan that would be progressively leading to final recommendations of the Master Plan.

Nergui thought that the OCRA agreement was a good model. She thought it provided an appropriate level of accountability while maintaining requisite amounts of transparency. She thought the model of quarterly reporting, and budgeting was an attainable model to mirror.

Leo suggested that the Committee take the existing OIPI / City Operation Agreement and identify and recommend proposals to fix the issues.

Pankow suggested that the Committee establish a subgroup to look at the Agreement and develop a list of questions and topics to discuss with the OIPI Board. She said that the subcommittee could work with OIPI to develop another list with their concerns and share them with the Committee. Batchelder agreed that Pankow's suggestion would be helpful, but reminded the Committee members that they were appointed by the City, and that the Open Meeting Law needed to be adhered to. Pankow agreed, and pointed out that the Committee invited Eric Jacobson to a meeting to hear his concerns; she thought if the Ice Park Board could provide their long term goals in a neutral setting it would help the Committee provide well-rounded recommendations to the City. Citing the different levels of concerns and the nature of small communities, Batchelder recommended that the conversations be had on a Committee level, and not establish a subcommittee. Koprek agreed with Batchelder: he said that the Committee was established on behalf of the City to come up with recommendations for sustainability, and that it was not the Committee's responsibility to solve any of the perceived problems between the City and OIPI. He said that the Committee could recommend that the City and OIPI work with professionals to develop a decision making process based on accurate and adequate information.

Nergui agreed with Koprek. She said that the Committee could continue to develop a list of required capabilities, qualities and assets that an entity would need to have for successful operation of the Park.

Robertson was concerned about the copious amount of time the Committee had spent on the operating structure. He said that the Committee needed to move on.

Batchelder said that it seemed the general consensus of the Committee that the Hybrid model was reasonable. He would revise the structure with the Committee's input and identify some of the Committee's concerns for the next meeting.

The Committee agreed to address funding at their next meeting.

8:42pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on:



December 19, 2017

4

Ouray Ice Park Sustainability Committee
January 9, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Sam Rushing; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; and Hannah Hollenbeck, Scribe. Bill Leo; John Wood; Kevin Koprek; and Mayor Pam Larson were not present.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to December 19, 2017 Minutes:

No comments.

C. 2018 Meeting Dates:

The Committee agreed to schedule additional meetings on February 22, 27, and March 6, if needed.

D. Continued Discussion of Operating Structure Recommendation:

- 1. Current Model with Modifications, as requested by IPSC:**
- 2. Hybrid Model, as requested by IPSC:**
- 3. OIPI Model Suggested by OIPI in Summer 2017:**
- 4. Operating Agreement Discussion:**

Wolfe said that she liked the OIPI Model as suggested in summer 2017. She said that OIPI wanted to continue operating the Ice Festival and wanted to maintain the operation's funding structure. She questioned why OIPI would continue to need funding if the City was to take over operations. She had a problem with the non-profit having total control of the Park.

Glanc said that the OIPI Model was a suggestion prior to the convening of the Committee. She said that there were other agreements that were proposed as well. Glanc clarified that OIPI's funding belonged to the non-profit; if the non-profit was to dissolve, the money could be folded into another non-profit organization. Robertson agreed and said that OIPI had indicated that if the situation were to occur, they would earmark funds for capital improvements of the Park, and not for general operations. Berwanger asked where membership monies would go if the structure were to be the OIPI Model. Batchelder said that the funds would stay with OIPI.

Wade thought that the Committee was lacking some information on the intention of OIPI. He asked OIPI Board Member Ralph Tingey to add some context to the discussion. Tingey said that he was not up to speed on the Committee's suggestions but that OIPI was willing to work with all parties.

Nergui recalled that the OIPI model was a long term option. She said that it was OIPI's intent for the City to eventually take over the Park.

Batchelder asked Tingey how many times the OIPI met; Tingey responded that the Board typically met once a month. Tingey added that the Board was open to the Committee's suggestions for the long term sustainability of the Park. Wolfe asked if it was the Board's original intent for the City to eventually get to a place where the City would run the Park. Tingey said that it was; he said that a former Board member was working towards that goal for two years with City staff, but that the discussions had broken down. Dan Chehayl, Ice Park Executive Director, said that the catalyst for the discussions was that OIPI did not feel that the City was providing the resources needed to successfully operate the Park. He said that the primary concern was the provision of water, but that there were other concerns and needs. He explained that the Board felt that, the City was the correct entity to run the Park as it had control of the resources.

Tyler was concerned about the impacts of City ownership on the user base. Tyler said that City and Ice Park staff currently had a good communication structure, and that recent improvements to the South Reservoir allowed greater water provision. He said that he was envisioning a model that would carry OIPI and the City through the next five years, while working towards a long term model. He was very wary of the detrimental effects to the operation and the user base if the City took over management. Batchelder confirmed that Tyler was advocating for thoughtful, measured action when it came to decisions regarding operations and funding. Tyler agreed.

Rushing added that early statements from property owner Eric Jacobson indicated his hesitancy of a City-operated Park; he said that the City needed to build a relationship with Jacobson.

Glanc asked what other resources OIPI was lacking besides water. She said beyond the control of the property and water it was difficult to know what the issue was. She said that OIPI entered into an operating agreement with the City to provide certain things. She said that if she contracted with someone to build something, she expected them to adhere to the agreement. Glanc said that users came to enjoy the Park, but also the City as a whole was a major draw. She said that if the City took over operations and users still wanted to donate, they could donate to the non-profit.

Batchelder said that the Committee had previously established the need for rangers/ambassadors to help control parking and control behavior in the Park. Chehayl said that there were other issues beyond water. He said that the concessionaire's agreement needed review, as well as non-commercial group use. He said that OIPI lacked the ability to oversee how groups operated in the Park as well as general enforcement ability. Chehayl explained the permit process for groups larger than six; he said that few groups adhered to the policy. He said that there was no structure to enforce rules and regulations.

Batchelder agreed that there needed to be feedback loops with the concessionaire agreement; currently there was none and that it could pose issues with the structure.

Glanc said that the concessionaire agreement between the City and San Juan Mountain Guides was in place until next season. She said that it needed to be dealt with at the appropriate time.

Tyler said that the concessionaire's agreement was a potential funding source, and that it could be managed by OIPI.

Tyler reiterated his earlier concern of losing users if the City took over the Park's operations. He said that users felt loyalty to the Park and that users would be less likely to donate funds if it was no longer held by a non-profit. He stressed that the reason why people chose to come to Ouray was for ice climbing.

Nergui asked Katie Sickles, interim City Administrator, if there was a way to enforce rules in the Park, specifically if a non-profit ran the Park. Tyler said that the City Police Department had previously said that they did not have jurisdiction within the Park. Batchelder said that the Ice Park was outside of City limits; however, the City owned property within the Park, therefore, municipal regulations could be enforced. Sickles confirmed that was correct. Batchelder said that the City would likely be hesitant to deputize individuals for enforcement unless there was a certain degree of accountability. Chehayl questioned if that was the kind of environment the Park wanted to foster; he favored the education aspect over enforcement. Tyler agreed and said that an ambassador was preferable. He said that it would be a full-time job for one person to enforce parking.

Wolfe asked how the utilization of the South Reservoir was working. Tyler said that the Park had only used their allotment of the City Water Tank one time so far that winter. He said that there were small issues to be addressed, but overall it was working well. Tyler said that the situation was variable and if the City approved further development, like additional hotel rooms, there could be problems. Berwanger asked if Tyler felt there was currently an adequate supply of water. Tyler thought that there was enough water for their current operation.

Batchelder said that if the Park expanded, or there was a large development within the City, the water situation would change; the situation was fine in the short term, but there needed to be long term changes to address infrastructure deterioration and other issues.

Sickles said that an ambassador would dispense advice and the climber could choose to follow the rules; a ranger would have an added authority of giving out consequences. She said that the City currently did not have a way to perform Code regulation and until that point, ambassadors would be the favorable course. Batchelder agreed: he said that something could be established that if there was a significant incident within the Park, City Police could respond. Wade agreed.

Chehayl said that currently Farmers and guides were acting as the ambassadors. He cited an example from earlier that day when Glanc was guiding a group in the Park and informed the Farmers of the presence of a large group. Farmers addressed the situation and explained the rules. He said that for that reason, an ambassador was vital for informing patrons of the expected decorum of the Park. Wolfe said that the ambassador could be a volunteer position; Chehayl disagreed and said that it needed to be a compensated position. Batchelder speculated that at least three full-time ambassadors would be needed, with a priority placed on weekends and the Ice Festival. Wade thought this was the ideal situation for the City to gain some involvement in the operation of the Park; he suggested that the City be given the responsibility for paying and overseeing the ambassador position, as it would help foster the relationship between the two entities.

Robertson cited a previous suggestion by Koprek regarding paying for parking. He thought the revenues generated from parking fees could be used for the ambassadors. Batchelder cautioned that the City did not own all of the properties where parking occurred. He said the area off of Highway 550 was State-owned, and areas along the road were County-owned. Roberson suggested that the City begin plowing the Box Canyon lot and use that for parking.

Tyler said that, whatever the arrangement, he would need to be reassured that the individuals understood the rules and responsibilities of the Park. Tyler said the Farmers needed to be able to have a cooperative relationship with the ambassadors.

Rushing said that it was his preference for the concessionaire's agreement to be brought under OIPI as it was a dangling participle currently. Batchelder added that it was a potential revenue stream to fund the ambassador program. Batchelder said that bringing everything under the umbrella of OIPI worked well as long as there was a Board. Chehayl said the situation of Board burn out could be mitigated if the operation was set up for success with a cooperative relationship between the City and OIPI. Robertson agreed as said that unified control allowed for greater cohesiveness. He said that the City needed to commit to making the process work.

Wade said that the current situation was precipitated by OIPI communicating their inability to manage the operation with the resources provided. He asked if OIPI would be accepting of the taking over the management of the concessionaire agreement. Tingey said that the Board would be accepting of the proposal. He said that the issues were caused by the Board not being able to address criticisms they had no control over.

Glanc said that moving the concessionaire's agreement under the management of OIPI was threatening to a large source of employment for the community. She said that the concessionaire's agreement included many different things. Robertson said that there needed to be skin in the game from both the City and OIPI in order for both to benefit. Batchelder agreed and pointed out that if the model worked, the City would not have to deal with it as much.

The Committee agreed that the Current Model with Modifications was the best solution.

E. Funding:

The Committee agreed that taxes were not a viable source for funding, but agreed to include it on the possible list of funding sources.

The Committee began a funding brainstorming activity to rate the different aspects of varied sources of funding.

8:42pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: 1/23/2018

Ouray Ice Park Sustainability Committee
January 23, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Sam Rushing; Bill Leo (*Leo departed the meeting as noted in the minutes*); John Wood (*Wood resigned his position and left the meeting as noted in the minutes*); Kevin Koprek; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc (*Glanc arrived to the meeting as noted in the minutes*); Mayor Pam Larson; and Hannah Hollenbeck, Scribe.

6:02pm Call to Order

B. Additions / Corrections to January 9, 2018 Minutes:

Nergui suggested a clarification to the January 9, 2018 minutes regarding the Committee agreeing that taxes were not a viable source of funding, but that it would remain on the worksheet.

A. Additions / Deletions to the Agenda:

Wood read a letter addressed to the City Council, the City Administrator, and the Committee resigning his position. He explained that the Council's recent action to hire a mediator to negotiate the contract renewal and reestablish the relationship between OIPI and the City should have taken place back in July or August 2017. As a result of the approval of the mediation contract, Wood felt that the Committee's course of action was now redundant. According to Wood's letter "*I have always been a proponent of 'Less is More' when it comes to bureaucracy in governance. Thus I am resigning from this committee effective immediately in order to clear the path for open, transparent, and concise mediation to take place between the Ouray City Council and the OIPI Board of Directors.*"

Larson clarified that the tasking of the mediator was to use an independent person to help determine the problems between the City and OIPI and subsequently to use the information to reestablish a better working relationship in order to move forward. Wood clarified that he did not think the mediation agreement was undermining the task or the role of the ISPC; however, the mediation agreement claimed that the role of the ISPC would be a part of the mediation process, effectively putting the work the Committee was undertaking on hold until the mediation process was completed.

Larson said that she viewed the process as three pronged: she said that the ISPC, along with OIPI and City would work together to address and resolve issues in order to determine the future of the Ice Park. She did not view the Committee's work as redundant. Wood appreciated the intent, but thought that the mediation agreement said something else. He felt that the ISPC could play an important part in short and long term planning after the mediation process was completed. Any recommendations prior to that would simply be the Committee spinning their wheels.

Wolfe said that the Committee had been working on a lot of things and that OIPI was a part of the process. She said that she needed to know that OIPI was willing to do some of the things that the Committee was recommending to Council. Wood said that the Committee lacked funds or ability to do anything beyond recommending actions to the City.

Larson thought that the Committee would complete their work by the time mediation began.

Leo said that the ISPC wasn't included in the mediation agreement, but viewed the Committee as a helping hand to the City to provide recommendations for future planning.

Koprek generally agreed with Wood's statement that the Committee was spinning their wheels due to the level of minutia the Committee had been dealing with. He said that the Committee could make suggestions, but any recommendations should come from the stakeholders. He said that to move forward in the way the Committee had been was futile. Koprek suggested that the Committee focus on making "broad-stroke" recommendations.

Robertson agreed with Koprek and stated that he felt the Committee had spent too much time talking about structure. Of the funding ideas that the Committee had discussed, Robertson thought that paying for parking was the most tenable, noting that the revenues could be used to fund the ambassador program. He thought that the Committee should make recommendations at a higher level, like recommending that a lengthy transition period be had. Robertson did not believe that the City had done anything to prepare itself for taking over the Ice Park. He said that if OIPI and the City could get to a place where a multiyear agreement was considered, it would be up to OIPI and City Staff to address the operational issues. Robertson added that the Committee had discussed and agreed there was a need to gather data; he thought that the Committee could suggest what information was needed and how it could be collected.

Leo wanted to discuss the role of the ambassador and how that position could engage in a data collection process. He said that if OIPI continued to fund and operate the Park, then it would up to them to figure out how to fund it. Leo noted that OIPI had done a remarkable job funding the operation for the past 23 years, and additional funding avenues could be investigated for the provision of an ambassador program.

Tyler agreed with Robertson. He said that the best thing to do was to recommend that OIPI remain as the operational entity of the Park for at least another year and through the transition period. He said that the Committee needed to come to a consensus on what structure ensured the best chance of success, and then discuss how to move forward.

Nergui echoed what Wood and Koprek stated. She said that the Committee had lost focus on the sustainability part of the tasking. Nergui said that OIPI had stated previously that they were not included in the City's budget; she suggested that the Committee discuss the viability of establishing a recreation district or other structure. Nergui read from her property taxes, citing how much each taxing entity claimed for yearly operation. She questioned why OIPI or other entity could not become a recreation district. Nergui said that she would gladly pay the tax. Nergui suggested that the Committee refocus their efforts on the long-term sustainability of the Park.

Koprek clarified his earlier statements. He suggested that the Committee streamline their progress and lessen the specificity of their recommendations. He said that recommendations should be along the lines of suggesting that the City find new revenue streams to contribute to the Park's operation.

Wood said that the group had not come to a concise recommendation on what the City needed to seek out of the relationship. He thought that the suggestion would be useful to the City as they went into mediation.

Larson said that the Committee had put out quite a few new ideas and that brainstorming was valuable.

Berwanger said that the City convened the ISPC in order to get recommendations and that the group had been bogged down in the details. He agreed that the Committee should focus on giving big picture recommendations to the City.

Batchelder said that the City's tasking was for both short and long term recommendations. He said that the Committee had previously agreed that OIPI was the best choice for short term operation.

Berwanger said that the Committee should continue to focus on short term and transitional period recommendations. He said that after mediation had finished, the Committee could reconvene to discuss long term options and recommendations based on the agreement and discussions between OIPI and the City.

Wolfe asked for clarification. She thought that the Committee members had very different ideas of the purpose and tasking of the ISPC. Her understanding of the Committee's purpose was to determine if the City or OIPI was best suited to continue to run the Park. She asked if the Committee was supposed to be giving suggestions on how the City could step up to help OIPI or if there was another tasking. Berwanger said that in order to make suggestions for future actions, the Committee needed to agree upon a model based on a relationship between OIPI and the City, and that it was ultimately out of the Committee's control.

Wood said that the Committee needed to understand the City's thinking on the relationship in order to adequately make recommendations on the model. He said that the City could choose to act independently of the recommendation. He said that the Committee's work should be placed on hold until after mediation was completed.

Larson said that the purpose of the mediation was to repair the relationship between the City and OIPI. She said that the Committee was convened in order to make suggestions and recommendations on the short and long term sustainability of the Park. Larson said the processes were cohesive, but also independent of one another.

[Glanc arrived to the meeting.]

Robertson agreed that the mediation would make a much more substantive contribution to the relationship between the City and OIPI, and that it did not preclude the Committee from making recommendations. Regardless of the mediation, a transition period was going to be needed, and the staff members at the operational level on both the City and OIPI sides needed to make the long term recommendations.

Tyler said that there were two things all parties involved could agree on: first, the Ice Park was an asset for the community; and second, the most beneficial thing for the Committee to do was to make a recommendation that set the Park up for continued success. He said that it was obvious that the City wanted to mend the relationship and that it was counterproductive for the Committee to stop their work. He suggested that the Committee recommend that OIPI and the City continue to negotiate and that it be a multiyear process. Tyler said that he was never going to be accepting of a situation where the City took over operation of the Ice Park. He understood that there were likely opposite feelings. He said that the Committee should support the negotiation process, and look at big picture recommendations for all stakeholders, including the users.

Wade disagreed with Wood and Koprek's assessment that the Committee had been spinning their wheels. He thought that the Committee's work was valuable and meaningful, but recognized that it was laborious. He said that whether or not the Committee had control over the outcomes was irrelevant. He suggested that the Committee continue with their work as it was comprised up of a diverse stakeholder group and their opinions were important to the future of the Park.

Glanc agreed that the Committee had done a fair amount of work. She suggested looking past the management model and start discussing the other issues. She said that the management model could be discussed after the mediation process had been completed.

Nergui said that she was unclear of the City's intentions. She said that in June 2017 it was announced that there were no job descriptions or funding for the Park from the City, but the City claimed they were ready to take over operations for the season. Nergui said that City staff needed to be asked if they wanted to undertake the endeavor. Batchelder said that the City recognized the value of the Park and that it did not want to lose the Park as a community asset. Larson agreed. She said that the City was asking the Committee for advice.

Koprek said that he worked with teams on decision making with inaccurate and inadequate information; he said that the key for making decisions in that situation was adaptability. He said that he viewed the recommendation from the Committee to the City to be along the lines of suggesting that the City repair their relationship with OIPI as they had demonstrated operational capabilities, and that the City should develop a process to gather more information to inform a mini-master plan.

Glanc said that the recommendation should wait until mediation was completed. Wood disagreed; he thought that the recommendation was needed prior to the mediation process.

Batchelder asked if the Committee wanted to continue moving forward with discussions or if they wanted to wait until the mediation process was completed. Robertson said that the Committee should continue its work, as there were plenty of remaining topics to discuss.

Dan Chehayl, OIPI Executive Director, recommended that the Committee make a determination on the management entity as it would help inform all other aspects of the discussions.

The Committee agreed to move forward with discussions and agreed to stay away from details, but instead focus on big picture recommendations.

Batchelder said that for the purpose of the mediation process, the Committee was suggesting that the current management structure be retained for short term and transition periods. Glanc suggested that each of the three management models be summarized and presented to the City with a pro/con list.

Berwanger asked Larson if the City would be willing to reconvene the Committee if there was a need. Larson said that she would need to consult with the Council, but assumed that they would want the Committee to continue the work if it was what was needed.

Batchelder summarized the three models (Current, Hybrid, and OIPI Suggested in Summer 2017). Glanc asked if it was possible for the Committee to present the three models to Council prior to mediation with a summary and pros/cons. Tyler disagreed. He said that practically, the only model that actually worked was the current model. He said that the Committee should look at the current model and make suggestions for improvements based on the known weaknesses. He said that undertaking anything else was a waste of time.

Koprek agreed that there was a successful history of the current operations; however, the Committee members needed to recognize that the ISPC was convened based on the feeling that perhaps the Park wasn't what the community wanted it to be. Koprek said that he was reluctant to support anything that deviated from the current model and that the recommendation needed to reflect that. He said that the City needed to engage in a greater level of participation on who was selected to serve on the OIPI Board, meaning that the City work with the current Board to define gaps and needs. In addition, Koprek suggested that the Committee recommend that the City clearly state the identity of what the Park meant to the City.

Batchelder asked if the other members of the Committee agreed with Koprek's statement. Robertson said that he was comfortable forwarding the models to the City prior mediation as it was a fair representation of what the Committee had discussed, as well as with the suggestion that the Committee was in favor of a significant planning activity for information gathering and long term planning. Robertson agreed with Koprek's statement that the City take an increased role in Board member selection and information gathering. Wolfe said that she was accepting of the short term recommendation, but that she wanted to see the Ice Park morph into the City structure. She said that she was comfortable maintaining the current structure for the short term and for a transition period with the understanding that the City needed to have some level of oversight within a five year period. Chehayl asked Wolfe why she was recommending that course of action. Wolfe said that OIPI had come to the City with the proposal for the City to take over operations originally. She thought that if the right people were involved in the City organization, the arrangement could be very successful.

Leo left the meeting as he had a family obligation.

Wood agreed that the Committee recommend that the City proceed with reestablishing their relationship for a two year transitional period. He said that after two years, the term of the City agreements, including the concessionaire agreement would be expired, enabling the transition to the Hybrid model. He said that the Hybrid model was his preference as it allowed the City to have a vested interest in the Park. Wood added that the current winter season was concerning as the snowpack was 27% of normal. Wood operated a business that was 90% reliant on water and he said that, if the situation arose, he could not support an adult ice playground that jeopardized his business. Wood stated that he supported the Ice Park and wanted it to remain an asset but that it needed to become more sustainable. He thought that a two year period was an adequate amount of time to stabilize the relationship between the City and OIPI, and allow for a transition period that gave the City operational resource control.

Koprek said that he did not want to be negative; however, looking back on City's track record of success with the Hot Springs Pool project and prior Ice Park discussions, Koprek was reluctant to support anything with the implication that the City take over management. Koprek said that he had previously supported the transition of the Ice Park to City management, but the last year of the City's project management had not instilled a great deal of confidence.

Wood left the meeting.

Tyler agreed with Koprek. He added that he did not want to create hesitancy from sponsors or other local business partners and members. He thought that four-to-five years was a realistic goal to allow for the time needed to come to concrete solutions. He did not think that a one year time frame was realistic.

Glanc said that Tyler was being speculative. She asked that the Committee survey the sponsors and local business partners. Glanc added that the group may have feedback that the Committee was missing. Batchelder reminded the Committee that the idea was to stay at big picture recommendations and that Glanc's suggestion was too detail-specific.

Koprek said that he was hearing Glanc suggest that the City needed better information regarding corporate sponsors, individual members and local business partner attitudes. He suggested that the Committee recommend that the City advocate for a clear and transparent process for information sharing between the City and OIPI, including information and application forms, questionnaires. He said that the City could work with OIPI to determine what form that came in.

Batchelder asked if the Committee agreed that the current model continue to be the operating structure for the short term, and that the transition period needed to be for a sustained amount of time. He added that there needed to be information and data gathering and sharing activity as well. The Committee agreed.

Larson said that it may be helpful for Council to review the other models in addition to the Committee suggested model. Koprek suggested that other models be included as long as it was abundantly clear that the Hybrid Model and the OIPI Suggested Model in Summer 2017 were not recommended for the short term, but that they were being included for informational purposes only. The Committee agreed.

The Committee began discussing "Exhibit I" to the Current Operating Structure. The Committee agreed to include suggesting that the City take an increased role in OIPI Board member selection. Pankow said that the responsibilities should not be divided; she said that it should simply be a list of items to be addressed. She added

that the City needed input into the ambassador program. The Committee agreed that the list should not be entity specific but that it could contain reasonable suggestions for who the responsible party should be.

Berwanger was wary of getting caught up in the details. He thought that the Committee should simply suggest that the City and OIPI be generally more involved in the processes at the appropriate levels. The Committee agreed.

Batchelder asked if the Committee agreed that the short term model should be in effect for the length of time that was respectful of the task to be completed. The other models would be included for submittal to Council with the disclaimer that the models were discussed without recommendation. The Committee agreed.

Larson suggested that the Committee put together a list of unknowns in order to determine what was needed to discover for the next phase.

Koprek asked if the Committee could also suggest that OIPI bring on a non-profit consult to evaluate the effectiveness of the Park's messaging and help identify areas for improvement for the Board. Chehayl agreed that the effort would be valuable for OIPI.

Tyler confirmed that the Committee was recommending that the short term operational model was the current operating structure. Batchelder confirmed that it was the consensus of the Committee.

Pankow suggested that the full list of funding sources be provided to Council. Larson agreed and suggested adding endowments as a source of funding.

The Committee agreed to review the draft recommendation, in addition to the draft "list of things to include" at the next meeting. The Committee would also complete their discussion on funding and move on to a discussion regarding water.

Robertson asked Glanc for clarifications regarding statements she had made while acting as an announcer during the Ice Festival the previous weekend. Robertson said that Glanc had made a statement regarding paying to climb in the park. Glanc said that she was responding to a question. Robertson said that Glanc had stated she was accustomed to paying to ski and to climb in certain areas and that it had been discussed as a possibility for the Ice Park. Robertson felt that Glanc's statements undermined the Committee and presupposed the outcome of the Committee's tasking. Robertson requested that the Committee members limit statements of that nature until the Committee had worked through their processes. Glanc agreed, and clarified that her statement was her personal opinion, not that of the City Council, and that she had meant it as something that the Committee had discussed.

Glanc requested a correction to the January 9, 2018 minutes. She clarified that she was with one other individual when reporting a group of climbers in the Park to Chehayl.

C. Funding Discussion, Continued:

This item was continued to the January 30, 2018 meeting.

D. Water:

This item was continued to the January 30, 2018 meeting.

8:03pm Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: Jan. 30, 2017

Ouray Ice Park Sustainability Committee
January 30, 2018 6:00PM, Ouray Community Center

Those present for the session were: Committee members Logan Tyler; Steve Berwanger; Frank Robertson; Dolgio Nergui; Betty Wolfe; Matt Wade; Bill Leo; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Sam Rushing and Kevin Koprek were not present.

6:02pm Call to Order

Nergui requested a moment of silence for Mark Miller.

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to January 23, 2018 Minutes:

No comments.

C. Items from January 23, 2018 Meeting:

1. Items to Address:

2. Recommendation:

Batchelder explained that the intent of the documents was to for the Committee to agree on some items in order to help inform the mediation process between the City and OIPI. Larson expected the mediation to begin on March 6th.

Wolfe clarified that the recommendations were for the short term option. Batchelder confirmed that was correct.

Pankow said that the current OIPI bylaws included a detailed list of local non-profits and other organizations that could be contacted for Board members. To her knowledge, the Ouray Chamber Resort Association (OCRA) had never been invited to serve on the OIPI Board. Pankow added that OCRA would be very interested assigning someone that responsibility. She suggested that the Committee recommend that OIPI Board review their bylaws and consider more diverse membership, as already provided for in their bylaws.

Nergui thought that the Committee was asking a lot from the City. She thought that there needed to be more citizen input on how the City was allocating and using tax payer dollars and resources for the operation of the Park.

Robertson recalled that the Committee had previously discussed allowing representatives from the City to be OIPI Board members. He was cautious of creating a Board that was too large and had too much representation from one stakeholder. He was intrigued by Pankow's suggestion that a OCRA appointee be a Board member; as the Ice Park had a significant economic impact on the local community, Robertson agreed that OCRA would be a good partner for the Park.

Tyler agreed that having diverse representation on the Board was important, but said that a certain level of autonomy was also very important. He agreed that City representation on the Board would reduce the amount of animosity that had previously been present.

Leo said that there were currently six members serving on the Board. Batchelder said that the bylaws allowed up to seven Board members, with the option to increase membership. Leo agreed that a diverse Board was desirable, so long that transparency and accountability to the public was also maintained.

Nergui advocated for public members that would be approved by Council. She thought it would allow for greater community involvement and transparency. Glanc said that all other City committees required appointees to fill out an application for consideration by Council. Batchelder suggested that if there were vacancies, OIPI would notify the City, and the City would subsequently make a recommendation for potential members. Wolfe did not like that suggestion. She said that many community members, herself included, had been passed over for Board membership. She said that OIPI was very cliquy.

Tyler understood the comments, but said that Board membership needed to allow a certain level of autonomy. He did not feel comfortable with the suggestion that all Board members should be subject to approval or appointment by Council. Tyler felt that some Council members did not know what was best for the Park. He added that OIPI was a separate non-profit organization that needed to be responsible to its user base. He said that losing focus on the user base would create a liability. Tyler said that Board members needed to be an asset to the organization, not a liability.

Glanc suggested that Board members be required to have an 81427 zip code. She said that the Park was in the City of Ouray and that it was a City asset. She said her suggestion was a compromise.

Batchelder said that there was County-wide involvement in the Park. He said that the Committee was comprised of members from the Ridgway and Log Hill area and that local representation could mean something broader.

Tyler agreed, commenting that of the 450 Ice Park Members, only six were County residents.

Larson suggested that criteria for membership be developed. She said that creating a method for evaluating members would allow for autonomy and diversity.

Nergui said that Council members were elected by the residents of the City. She said that they were going to vet and select the best candidates for committees and boards. Nergui added that any citizen could attend Council meetings to voice their opinions and that process allowed for greater input and transparency.

Wolfe said that she had heard that the Board was concerned that there were not enough interested individuals in the City of Ouray; she did not think this that was the case.

Berwanger suggested that the Committee recommend that OIPI consider increasing Board membership by two members and allow those two members be selected by Council. He said that they could be community members

or Council members. Wade agreed. Pankow agreed, noting that it would allow greater community-wide participation in the Park.

Glanc pointed out that she was the Council's liaison to the OIPI Board, and traditionally the City of Ouray Community Development Coordinator was also included. Batchelder confirmed that the liaison position was non-voting. Glanc confirmed that she attended and participated in the OIPI Board meetings, but that she did not vote.

Robertson suggested that the Committee recommend Berwanger's proposal, but allow the City to decide if they were liaisons or actual voting members. He said that the Board members needed to represent the stakeholders of the business, and that OIPI may decide in the future that a sponsor or another stakeholder needed to also sit on the Board. He encouraged that the Committee not recommend something that restricted diversity and flexibility. Wade agreed; he said that OIPI needed to have the latitude to appoint members, but thought that the City Board member appointees needed to have the ability to vote.

Glanc supported Larson's suggestion for creating criteria for Board membership.

Batchelder asked if the Committee was comfortable recommending that the OIPI Board membership reflect the stakeholder groups, and suggest that Board membership be increased by two members that were appointed by the City, and that two City Council or staff members be selected to serve as liaison or ex-officio members. It would also be suggested that OIPI consider creating basic criteria for Board member selection.

Nate Disser, San Juan Mountain Guides, recalled that there was a redline draft of the operating agreement that stipulated *"The City of Ouray and OIPI should mutually prescribe the conditions, application, procedures, qualifications and circumstances regarding the manner in which the OIPI Board member positions are filled. The majority of the OIPI Board member positions should be filled by citizens of Ouray."* Disser said that the language was struck by an OIPI Board representative. Disser said that the Committee should acknowledge that the reason the current situation was precipitated was because there was a loss of connection between the OIPI Board and the community. He thought the proposal to allow greater diversity on the Board by allowing sponsors or non-local members was nice; however, he did not think that it was practical to think that non-local stakeholders could attend meetings or positively engage in the meetings in a way that allowed them to fulfil the stated purpose of the Board. He thought it was a good idea, but that it was too far out of reach.

Batchelder said that a general board and an executive board could be established to allow the different levels of participation, but that it would require a change to the Board's bylaws. He said it was possible that OIPI had grown to the degree that they needed to look at a different structure for Board oversight; however, it was outside the "big picture" recommendations.

Nergui thought that the Committee could make the suggestion of the language that Disser read. She said that the majority of the Board members needed to either live or work in Ouray. Nergui said that it was difficult to see the impact of the Park on the Ouray economy unless it was seen on a daily basis.

Glanc wanted to retain the historical practice of allowing the Community Development Coordinator and a Council member to service as liaisons. Pankow said that the current recommendation would allow for two liaisons and two City-appointed Board members. She recommended that the Council liaison deliver more comprehensive reports to the City.

Batchelder said that the recommendation be simple, and that if further clarification was needed from the City, the Committee could be consulted. The Committee agreed.

Robertson said that the Board members should commit to attending and participating in the meetings. Batchelder said that the Board's bylaws included an attendance provision. Robertson said that Board members did not need to live or work in the City of Ouray to understand the impact the Park had on the local economy. Nergui disagreed. Batchelder cautioned the Committee from defining the requirements too much.

Glanc asked that OIPI be required to notice their meetings. Batchelder said that non-profits were not subject to any statutory requirements for holding public meetings. Glanc understood, but thought it would be nice to post when meetings occurred. Glanc asked Leo why citizens couldn't attend OIPI meetings. Leo said nothing precluded citizens from attending. He said that prior Board members became burnt out from citizens coming to meetings and complaining about things that the Board had no control over. Leo said that the Board wanted the City to take some ownership in the City-owned asset. Glanc said that, as OIPI signed the Operating Agreement, it was their responsibility to deliver on the provisions of the Agreement. Leo countered that OIPI had no control over certain provisions, like water, and that it was impossible to deliver something that they had no control of. Glanc said that OIPI signed the Operating Agreement and that they were the responsible party. Leo said that the City signed the Agreement as well.

Batchelder agreed that when a volunteer Board was put into difficult position, it was nearly impossible to retain members. He said it was problematic that OIPI was tasked with the responsibility and accountability of operating the Park when they did not have all the tools for success.

Wade thought the conflict illustrated the key element that needed to be addressed. He said the Committee was headed in the right direction by its recommendation for City representation on the Board. He said that it allowed broader representation and ability to address issues that arose, and that it allowed the City to be a part of the response.

Pankow was accepting of the recommendations. She said that if citizens had input, they needed to be more vocal with Council. It would be the liaison's responsibility to communicate the concerns back to the OIPI Board.

Glanc thought that citizens were frustrated because there was not an obvious avenue for speaking with the Board. She added that if there was no response the concerns would continue to circle. She did not think that citizens knew they could speak to the liaison. Leo said that there were various ways to communicate with OIPI staff, but that it could always be improved.

Wade suggested that increased communication to the public regarding the Ice Park from both the Board and City Council be added to the Recommendations draft. The Committee agreed.

Nergui said that best practices could be weaved into the Board bylaws to ensure efficient turnover practices and to avoid burnout. Batchelder said it was beyond the Committee's authority to recommend that; however, he was aware that the Board may be embarking on a process to fix internal issues.

The Committee agreed that data collection and sharing should be included in the recommendations. Glanc suggested that reporting be added. She said it was important for interested individuals to be able to locate and decipher information. Pankow agreed, and added that it was important not just for the City and OIPI, but for local businesses to have access to information regarding who was using the Park, and when they were using it. The Committee agreed.

Batchelder said that data collection and information sharing was vital; however, OIPI was not necessarily set up to perform the task and they may not have the financial or staffing ability to fully perform the task. He said that the recommendation was not a recommendation, but that the Committee agreed that it would be something that was very helpful.

The Committee agreed to retain the recommendation for the Ambassador program in both the Recommendations draft and in the list of items to be included in the Operating Agreement. Berwanger suggested that a portion of the data collection be included under the Ambassador program. The Committee agreed.

Robertson said that the Park was changing in terms of the number of days it was open and the variable conditions. He suggested that there needed to be a provision of adjusting the concessionaire's allocation with the capacity of the Park. He said that the capacity and the allocation needed to be scalable. Glanc did not agree. Disser said that the topic had been discussed many times and that OIPI had made some suggestions to address overcrowding and guiding in the Park. He said that the guiding community was open to the discussions. He said that if the "new normal" of the Park was 60-70 days then the stakeholders needed to come up with solutions to make the Park viable for all parties involved; however, Disser said that focusing only on the concessionaire and the sanctioned guides in the Park would miss the issue of the other unmanaged user groups. Robertson agreed. Disser continued to say that there was a litany of groups that were using the "educational group" loophole to engage in "pirate" guiding. He said that there had been many attempts to curtail this from occurring, but nothing had been successful. Disser said that independent users needed to be discussed as well. He struggled to understand why independent users were seen as having a higher value than guided groups. He said that the guide community did a lot to alleviate crowding and enforcement of the rules. Disser said that the conversation needed to be had regarding other user groups.

The Committee agreed to add a recommendation that the City and OIPI needed to work together to address the management for guide services and establish similar rules and fees for other non-commercial groups.

Glanc asked if a report on the capital improvements could be included in the Operating Agreement. Robertson thought that it was an element of the long term sustainable model. Glanc agreed, but thought it was a short and medium term need as well. Batchelder said that if improvements were planned on City owned or controlled property, it needed to be presented to Council. Berwanger said that the Operating Agreement already included a provision for an annual report. Batchelder suggested that the Committee consider recommending that the annual report offer information on the previous year's operation, as well as a list of anticipated projects.

Robertson agreed to the recommendation, and added that the City should also report on their progress of creating capability, if they were to take over operations, or a portion of operations.

Nergui said that, in order for the City to build operational capacity, they needed to be presented with information on the Park's funding. Glanc did not think that the City needed to report; she said that any information would be publically available through the Council meetings.

Robertson said that the City was supposed to be working towards taking over the operation of the Park over a period of two years and that it did not happen, resulting in the need for an extension agreement. He said that the City needed to work towards that progress if it was decided the City would be taking over operations of the Park.

Pankow suggested that the recommendation be more general. She said that the Park and the City should continue to report to one another about the season, and any anticipated improvements. The Committee agreed to add an item to the Operating Agreement that called for the City and OIPI to continue and expand reporting to one another regarding the season, capacity and capability improvements.

D. Funding Discussion (continued from 1/9/2018 meeting):

Robertson asked Pankow if the annual Jeep Raffle could begin during Ice Fest. Pankow explained the State regulations for raffles.

Nergui wanted to further explore the shuttle idea. She said that it could be utilized for the winter and summer seasons.

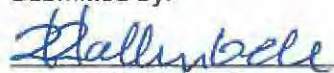
Wolfe said that having an idea of the Park's budget would help inform the funding discussions. Wade agreed, and asked if OIPI could be asked to provide a breakdown of their funding by percentage. The Committee directed Hollenbeck to make the request to the Ice Park Board.

E. Water:

Batchelder would invite Marti Whitmore to the February 6, 2018 Meeting to discuss water rights on the Western Slope.

8:03pm Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: Feb. 6, 2018

**Ouray Ice Park Sustainability Committee
February 6, 2018 6:00PM, Ouray Community Center**

Those present for the session were: Committee members Steve Berwanger; Dolgio Nergui; Betty Wolfe; Sam Rushing; Heidi Pankow; and Kevin Koprek; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Bill Leo; Logan Tyler; Frank Robertson; and Matt Wade were not present.

6:01pm Call to Order

A. Additions / Deletions to the Agenda:

The Committee agreed to schedule meetings for February 16th at 5pm and February 1st at 6pm.

B. Additions / Corrections to January 30, 2018 Minutes:

No comments.

C. Water: [The discussion referenced Wright Water Engineers, Inc. "City of Ouray – Raw Water Pipeline Conceptual Alternatives and Costs Report].

The Committee agreed that Alternative 3 was the best option for the short term recommendation. Larson said that the City was currently working towards the recommendation.

Batchelder said that Alternative 2 was the next option in terms of cost; however, it did not address all of the issues. Wolfe asked if the Hydroplant was still operational. Larson said that it was, but only in the summer time. Nergui said that Alternative 2 would require the installation of a pump as it was downstream from the Park; she thought it was an inexpensive short term option. Batchelder pointed out that there would be ongoing operations and maintenance costs.

Nergui said that Alternative 1 would provide needed redundancies to the City's water supply. Batchelder agreed and said that there were benefits associated with Alternative 1; however, the costs were significant. Larson agreed and thought that there was an opportunity for creative financing when the Committee discussed funding sources. Larson added that the South Reservoir needed to be included in the Committee's water recommendation as well.

Batchelder asked for an explanation of how the South Reservoir worked to supply the Park. Larson said that that the overflow line from the City water source emptied into the Reservoir. She said that the Ice Park had historically pumped the overflow water to areas of the Park. Berwanger said that the Park had stopped using the Reservoir due to leaky areas washing out routes. Berwanger said that he and the Ice Farmers had completed improvements to the Reservoir in the fall, and that it had been used earlier in the 2017-2018 season, but that it needed additional work in order for it to be a reliable source of water. The Committee agreed that improvements to the South Reservoir were an attainable short term recommendation for the provision of water.

Rushing said that some areas of the Park could not be reached by the current gravity-fed system of the South Reservoir. Dan Chehayl, Ice Park Executive Director agreed. He said that a pump would be needed for any route south of the Reservoir. Chehayl explained that Ice Park staff had stopped using the Reservoir as it was difficult to regulate the pressure with the gravity-fed system; however, the early season use to the Reservoir was vital to the Park's current conditions. Chehayl thought that if the leaks and pressure issues could be addressed, the South Reservoir would be a viable solution for next season. Berwanger agreed that having a proper plan for repairs and maintenance would help address the leaks and pressure.

Wolfe asked if it was realistic to fix all of the leaks. Berwanger said that it was realistic. He said that the man-made wall could be properly sealed, and the leaks coming through the ground could also be addressed. He said that coming up with a solution for a proper distribution system would be the most difficult part, but thought that it could be accomplished.

Nergui asked if it was important for the Committee to recommend that the City find other non-potable water sources for the provision of water to the Park. Larson agreed, and said that the City was currently working towards accomplishing that goal.

Chehayl asked for clarification of Alternative 2. Larson said that the idea was to put in a pump at Oak Creek in order to move the water up to the Park for non-potable use. She said that it may be a viable medium-term solution. Berwanger asked if the Committee could request that the City obtain engineering and cost estimates for Alternative 2. Nergui said that the City could pursue some grants in order to offset costs. Batchelder agreed, but explained that the kinds of governmental grants available for infrastructure improvements typically required a 50% grant match. Katie Sickles, City of Ouray Administrator, said that diverse public/private partnerships were necessary for obtaining some grants.

Glanc asked if there was a possibility of installing a water tank for Ice Park use. Chehayl said that water tanks were very expensive. Glanc said that there were limited water resources in the southern-end of the park, unless the Uncompahgre River was used. Chehayl said that Uncompahgre River water was not a good source for ice as the particulates and darker color caused the ice to melt at a faster rate.

Wolfe suggested that Alternative 2 be the preferred short term recommendation. Batchelder explained that there were ongoing operation and maintenance costs associated with Alternative 2. Wolfe asked if it could be recommended that Alternative 2 be pursued concurrently with Alternative 3. Nergui agreed, and added that Berwanger had previously suggested that engineering cost estimates be obtained for Alternative 2. Berwanger said that it was important to get cost estimates for all options and to weight the costs and benefits.

The Committee agreed to recommend that the City obtain engineering cost estimates for Alternatives 1 and 2, and subsequently develop a funding source to support their implementation. Additionally the Committee requested that the City be tasked with analyzing the data based on cost and available resources to determine long-term sustainability for all stakeholders.

[Koprek joined the meeting].

Batchelder asked the Committee if they thought that the City should ask OIPI for their long-term vision of the Park during the mediation process. John Walker, OIPI Board member, agreed to the direction. He added that the Committee should engage with the OIPI Board in a question and answer session, similar to what the Committee

had done with Eric Jacobson. Walker thought that it made sense for the Committee to discuss their recommendations with the Board in order to prevent the Committee from forwarding recommendations that were not agreeable.

Batchelder agreed that the exercise would be helpful; however, it may not be realistic given the constrained time frame. He asked if the Committee would be willing to invite the Ice Park Board prior to discussing long-term recommendations, if the City was willing to reconvene the Committee after mediation. Nergui agreed, but only as long as the entire OIPI Board would commit to attending. She said that unless the Board was acting as a unified body, there tended to be conflicting messages. Koprek said that he was reluctant to invite the Board based on prior conflicting messages and level of input. He said that the Committee's purpose was to make recommendations to the City. He agreed with Nergui that the entire Board needed to be in attendance, if they were invited to a meeting. Wolfe agreed with Koprek.

Walker asked why the Committee would not want to gather as much information as possible in order to make the most informed recommendations to the City. Berwanger agreed that Walker had a good point, and said that it was very beneficial that OIPI Board members and staff served on the Committee and attended meetings. Berwanger said that if the City wanted the Committee to continue their work for the purpose of long-term recommendations, the OIPI Board could be invited for information and fact finding. Walker agreed.

Pankow said that the recommendations were public and that if there were formalized questions or clarifications from the Board to the Committee, the Committee could consider them. The Committee agreed.

D. Funding Discussion (continued from 1/9/2018 meeting): *[This discussion referenced the Funding Brainstorming Document.]*

The Committee agreed to rank the previously developed funding sources on the following spectrum: 1) best value for the Park; 2) next best value for the Park; 3) not a good value to the Park.

Glanc thought that it would be easy to implement a pay-to-play model. She said that other recreation areas like Rifle Mountain Park or ski areas could be used as models. Koprek said that areas like Rifle Mountain Park and ski areas had infrastructure, programs and liability management in place. He said that OIPI did not have comparable resources or infrastructure. Glanc said that user fees could be paid in a simple fashion, like at a self-serve kiosk or through donation boxes. Koprek agreed. Glanc said that users were coming to the Ice Park with the expectation of man-made ice, and a certain experience. She said that the user fee could be framed as a mechanism to sustain the experience and the Park. She said that free use was not sustainable for the experience.

Rushing thought that a user fee could be looked at in the long term recommendations. He added that Eric Jacobson was not supportive of the pay-to-play model.

Nergui said that the Committee's biggest recommendation to the City was the need to gather more data on the Park's use. She said that data could be a byproduct of a user fee. Berwanger said that donation boxes could be established in strategic areas of the Park. Keith Garvey, Peak Mountain Guides, agreed. He said that there was significant value in donation boxes. Garvey added that there was limited marketing from the Ice Park on how users could donate money and that donation boxes were a simple way to capture those funds.

Peter Lantz said that he was an annual visitor from Salt Lake City and that he was willing to pay for use of the Park.

The Committee agreed that donation methods could be enhanced.

Chehayl agreed that he had heard colloquially that there were users that would be willing to pay for use; however, he was wary of the associated cost for implementation.

Berwanger suggested making two separate funding suggestions: passive and mandatory user fees. The Committee agreed.

Pankow explained her idea of a reservation system for a specific area. She said that she had recently attended a conference in which the National Park reservation system was unveiled. She said that there were areas that were being loved to death, resulting in the need for implementing visitor restrictions. Pankow said that general routes could be available, but if a person or a group wanted to reserve a specific route or area in the Park, they could be charged for the privilege. She said that there were models that could be copied. Glanc appreciated Pankow's comments; she said that the suggestion was unpopular, but based on the current problem of overcrowding, it should be discussed as a long term goal.

Koprek said that the reservation idea could be used as a pilot program for eventually implementing mandatory pay-to-play fees. He thought it seemed like a reasonable way to branch into developing the infrastructure and legal ramifications.

Glanc said that OIPI had implemented an ambassador program that past weekend, and said that it was very helpful for enforcing rules and collecting data. Chehayl said that there were 13 non-commercial groups with a total of 90 climbers; of the 13 groups, 12 had registered with the Park. Chehayl added that there were also 8 commercially guided groups with 22 clients.

The Committee agreed to remove user registration from the funding sources and add it to the list of recommendations.

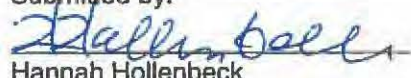
Nergui was wary of a potential push back from local businesses if food vendors were allowed in the Park during the season. Chehayl said that local businesses could be the vendors.

The Committee agreed to add shuttle services, both in the winter and summer, to the list of long term recommendations.

Walker said that he had provided the requested documentation of Ice Park income by percentage. It would be forwarded to the Committee.

7:57 Meeting adjourned.

Submitted by:


Hannah Hollenbeck

February 6, 2018

Approved on: Feb. 16, 2018

Ouray Ice Park Sustainability Committee
February 16, 2018 5:00PM, Ouray Community Center

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; and Kevin Koprek; Matt Wade; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Bill Leo, Steve Berwanger, and Heidi Pankow were not present.

5:11pm Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to February 6, 2018 Minutes:

No comments.

C. What exists currently, and what can be recommended to improve it:

1) Facilities & Grounds

a. Restrooms

Tyler explained what currently existed. He did not think there was too much of a problem with the current offering. Glanc agreed, but added that the area near the Grad School route could use a facility. Tyler agreed. He said that redesigned signs would also help. Tyler said that OIPI was working to revise the current signage and identify what additional information was needed.

Glanc asked if permanent bathroom facilities could be installed in a strategic location to serve both summer and winter needs. Koprek said that the two existing seasonal toilets were installed in cooperation with the Alpine Club. He said that it was the Club's impression that the facilities were intended to be temporary and that they were willing to assist with the installation of a long term composting toilet.

Glanc said that the area was near the longest portion of the Perimeter Trail that did not have a bathroom. Installing a permanent year-round facility would address a number of issues.

Koprek said that when the Mountain Rescue Barn was built, there was some discussion with the City regarding cooperating and working towards connecting the building to the City's sewer system. He said that it was Mountain Rescue's intentions to revisit the discussions and that some discussion could be had regarding installing a permanent bathroom to be tied into the City's sewer system.

The Committee agreed that there should be more permanent facilities, and composting toilets; where feasible, strategic partnerships with organizations like the Alpine Club and Mountain Rescue should be pursued; grant opportunities like GOCO, could also be utilized. Revenue sources may need to be used for the development of the facilities.

b. Trash

Tyler said that OIPI had a 6-yard dumpster, in addition to cans at the north and south entrances of the Park. He said that Alpine Bank had donated recycling cans as well. Tyler said that there were some issues with the system, but generally it was effective. He said that the road to the dumpster was rarely plowed and that it could create issues, but there were limited locations for alternative placement.

Larson said that the Park should have two or three year-round bear-proof containers. Batchelder said that the Ice Farmers were currently managing the trash; if there were summer-use trash cans, the City would need to manage the collection.

Glanc said that if there was a permanent bathroom facility, trash cans could be placed nearby.

The Committee agreed that permanent, bear-proof trash cans be used in high traffic areas. If permanent bathroom facilities were developed, the cans could be located in the same area. The current practice of pack-in, pack-out should always be applied.

c. Parking

Glanc suggested that the portion of County Road 361 at the Sutton Mine trailhead be widened to allow for additional parking. She said that the area was popular in the summer as well. Robertson agreed that widening the road would make the road safer.

Koprek asked about the road leading to the dam. He said a parking area could be created at the top of the Kid's Wall climbing area. Larson said that some of the property was United States Forest Service (USFS) jurisdiction, but that something could be worked out. Nergui agreed, she said that the USFS was interested in building more sustainable parking areas. Koprek agreed; he added that homeowners in the area had always taken issue with the parking and pedestrian traffic on County Road 361. He said that diverting parking away from the road would address a number of concerns.

Tyler said that Koprek's idea would allow for paid parking. He said that the revenue could fund the Ambassador program and a dedicated person to manage parking throughout the Park.

Robertson asked about the Box Canyon Park parking lot. Glanc said that the road was a one way road, and that it was too narrow to allow for cars to pass. She added that if the one way was reversed, it would impact anchors on the Five Fingers climbing area. Batchelder asked if it was possible to widen the road. Tyler did not think it was possible; he said that the road was already degrading and was limited by the gorge and rock face. Wolfe said that if it was paid parking, a staff member could control traffic. Batchelder asked how large the parking area was. Larson estimated 30-45 spaces. The Committee agreed to retain the Box Canyon Park parking area as a suggestion.

Koprek said that the old dump near the southern end of the Park could be used as additional parking. Tyler agreed, but said that Eric Jacobson may have concerns about allowing parking there. Larson agreed, but wasn't sure who owned the property. The Committee agreed to add it to the list of recommendations. Koprek said that if that area was opened for parking, County Road 361 parking should be restricted in order to control access to the Park.

Batchelder said that any consideration for paid parking on CDOT or County property would require coordination and agreement with the entities.

Glanc suggested that the Committee recommend increased organization of the current parking arrangements. The Committee agreed.

i. Shuttle service

Glanc said that the shuttle route used during Ice Fest was very effective. She suggested that the Committee recommend that the route be replicated. Batchelder asked what the cost of the shuttle service was. Tyler did not know; he said that it was performed by volunteers and that the operating costs were donated.

Koprek said that a request for proposal (RFP) could be solicited for the provision of services on the weekends.

Tyler asked how the guide services brought clients to the Park. Nate Disser, San Juan Mountain Guides, said that clients met at the San Juan Mountain Guides office and were shuttled to the Park. He said that during the week some clients met guides at the Park, but primarily the company's van was used.

Koprek said that if a fee was charged for parking, it would have to be closely coordinated with the shuttle service in order to ensure viability for both revenue sources.

Larson said that Rotary Park was a good place for parking and shuttle pick up/drop off. She said that there were other possibilities. Batchelder said that it was possible that local business owners would object to the location being outside of the City. Glanc pointed out that the Ice Fest shuttle route included stops on Main Street.

The Committee agreed that the shuttle service be available on weekends and could include the provision for weekday service.

Disser said that if both of the current parking areas were full, it was a safe assumption that the Park was already at capacity. He thought that creating more parking would contribute to the overcrowding issue. He said that the shuttle service and the current parking areas were sufficient for the Park's current capacity. The Committee agreed to add some conditions to the parking recommendations based on Disser's statement.

The Committee agreed that the shuttle service be offered on a trial basis. Sickles pointed out that any provider with a rolling stock would want a longer commitment. Larson said that seasonal jeep rental companies that had previously discussed providing a shuttle service. Tyler thought that the shuttle service fee could be worked into the Ice Park Membership fee as well. He said that OIPI was potentially interested in providing or working in collaboration with a business to provide the service. Wolfe asked if the service could be performed by volunteers working for tips. The Committee agreed to the recommendation, but was wary of accountability and reliability.

d. Entrance and Area Specific Signage

Tyler said that there were currently a number of signs in a variety of conditions present in and around the Park. He said that it was OIPI's intention to work on a more cohesive signage plan. He agreed that the overabundance of signs lead to users ignoring them. Tyler said that the area near the Powder House was very confusing to visitors, as well as signage for County Road 361. He suggested that the County Road 361 sign be moved further up the road to minimize confusion with the Box Canyon Park Road. Koprek agreed that that signage as a whole needed to be improved. He thought the project was ideal for a college program to develop a plan for designing effective signage.

Glanc agreed and added that wayfinding and signage was a City-wide issue. Katie Sickles, City of Ouray Administrator, said that there were educational programs that would be helpful in developing and implementing a cohesive signage plan. Glanc said that the State Office of Recreation could be a useful resource, particularly as a part of the larger master plan process.

Glanc asked about the entrances to the Park. Tyler said that there were effectively three entrances to the Park. The entrance near Dick's Chalet had become the unofficial main entrance, as it contained a gate that could be open and closed. He said that the other entrances were not gated, resulting in some issues with users entering the Park before it was officially open. He said that the Park Ambassador was helping to resolve this issue.

Glanc said that many visitors to the Park did not realize they were actually there because the facility lacked an entrance sign. Tyler thought that a banner sign could be put up seasonally across the bridge near Scottish Gullies. The Committee agreed that it could be included in the wayfinding and sign plan process.

2) Facility Use

a. Educational & Non Profit Group Use

Disser explained that educational and nonprofit groups were supposed to register through the OIPI website. He said that there was no limitation on the groups; he cited an example where there would be four groups of six climbers that were effectively one large group. Disser said that the perception to the public was that the groups were guided. He said that the information gathered by the Ambassador would help inform how to best deal with the different types of uses in a way that balanced crowding and bring a greater awareness and understanding of the rules of the Park.

Robertson asked why the non-commercial groups were not subject to the same set of rules and requirements as the commercial guiding groups, and why they were not required to pay for the use. He said that the management of the non-commercial groups needed to parallel that of the concessionaire agreement for fairness and equity. He said that most of the time the non-commercial groups were undistinguishable from the commercially-guided

groups. Robertson said that there may be times where the large non-commercial groups could not be accommodated.

Keith Garvey, Peak Mountain Guides, agreed with Disser and Robertson's statements. He said that the majority of the non-commercial groups had a group leader that was facilitating the trip, and most were getting paid. He thought that the non-commercial groups should be subject to the same regulations as the commercial guides.

Batchelder asked if all of the non-commercial groups had guides. Disser said that it was a difficult question to answer, as some of the group leaders were volunteering their time; he said that there were instances where the groups were using their status as an education group to skirt the rules.

Garvey agreed and said that it was difficult to see the non-commercial groups utilizing higher ratios; he said that guides were required to maintain one guide to four clients, while non-commercial groups were allowed six clients to one guide.

Koprek said that standardizing or even limiting the group sizes could help address overcrowding. Koprek added that the way the two groups were managed was fragmented; the City administered the concessionaire agreement while OIPI managed the non-commercial group. Koprek encouraged the Committee to understand the diverse non-commercial groups that used the Park. He said that some were universities and college; however some were climbing clubs that had affluent middle-aged members that stayed in local hotels.

Wade agreed with the statements, particularly with Robertson's comment that the non-commercial groups were undistinguishable from the guided groups. Wade suggested that the Committee look at the larger picture to determine what the goals were and how they could be accomplished. To achieve this, Wade suggested that the Committee look at how the Park was used, determine the capacity of the Park, and identify what groups were using the Park. He said that examining the three categories would ensure resource protection, visitor and worker safety, and the quality of the experience. The Committee agreed.

The Committee agreed that there should be equity and consistency with non-commercial and commercial rules and regulations.

Tyler agreed with the direction, but said that the Ice Park had a long history of being a training ground. He did not want to discourage beginner groups from coming and enjoying the Park. He said that the non-profit groups were instrumental to the Ice Park and that it was mutually beneficial relationship. He agreed that stricter controls needed to be placed on pseudo-guided groups.

Disser appreciated Tyler's comments but said that the reality was the majority of the non-commercial group leaders were inexperienced with the terrain, and did not follow the rules. Disser said that the imbalance created by larger groups was impactful on all users. He said that the commercial guides started every session with a safety briefing, and detailed the rules and regulations of the Park. He said that it was a part of the guides' culture and expectations and the same behaviors were not matched by the guides of the non-commercial groups. He said that the problem resulted in detracting from the overall experience for all users.

Glanc said that limiting group size wouldn't deter users from learning how to climb. She said that Park was generally empty during the week. She asked if non-commercial groups could be encouraged to come during weekdays. Glanc added that if guides were not trained to deal with six people, it could become hectic. She said that when she was in the Park, she frequently had to use her own first aid kit or other materials to help an underprepared non-commercial group.

Tyler agreed with Glanc, adding that OIPI needed to do a better job regulating the non-commercial groups. He said that OIPI was working to address the problems. He agreed that it was difficult to do as the concessionaire agreement and non-commercial groups were not regulated under the same entity.

Robertson said that a culture change needed to occur. He said that the Park was a scarce resource that was subject to variables. He said that implementing new requirements and rules were a part of establishing the new culture. Tyler agreed and said the Ambassador program was endeavoring to assist with that. He said that aligning the rules would be helpful.

Wade asked if the Ice Park would like to be managing all groups. He asked if the template that the guides were using could be transferred verbatim to be applicable to the non-commercial groups.

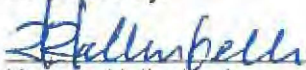
Rushing agreed that the rules should be standardized.

Koprek said that it made sense to standardize the requirements, but was wary of continuing the "us versus them" theme. He cautioned the Committee from engaging in the division.

Wade said that determining capacity was needed in order to properly manage the user groups. He agreed that education was a good use of the facility, as were the commercial activities, but determining the base capacity and use would help allocate how much use was appropriate for each group. Batchelder agreed that Wade's comments were valid, but said that the number of days were variable. Disser disagreed somewhat. He said that there were no sufficient mechanisms for evaluating use by the non-commercial groups. He said that the guide services had data on use and that they had adapted to the heavy use on the weekends. Disser thought that there was a way to balance the uses.

7:57 Meeting adjourned.

Submitted by:



Hannah Hollenbeck

Approved on: Feb. 21, 2018

Ouray Ice Park Sustainability Committee
February 21, 2018 6:00PM, Ouray County Courthouse

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; Kevin Koprek; Matt Wade; Bill Leo; and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Logan Tyler and Steve Berwanger were not present.

6:01 Call to Order

A. Additions / Deletions to the Agenda:

Nergui said that she had spoken with Ouray County's Land Use staff regarding the pit toilets and clarified that any pit toilets would have to have a State-approved design. She said that the State had not approved any designs for pit toilets.

B. Additions / Corrections to February 16, 2018 Minutes:

No comments.

D. Finalization of Recommendations:

Robertson said that the Committee needed to strongly recommend a long-range planning effort. He said that staff from each entity needed to have the opportunity to share information and develop solutions and recommendations. Wolfe said that she was not comfortable leaving the discussions up to staff members; she wanted broader participation from City Council, the OIPI Board of Directors and other stakeholders. The Committee agreed.

Batchelder said that OIPI was used in the recommendation as a substitute for whatever the transition entity was determined to be, outside the short-term operating model recommendation. The Committee agreed.

The recommendations would be reviewed at the March 6th meeting.

C. What exists currently, and what can be recommended to improve it:

1) Facility Use:

a. Educational & Non Profit Group Use (continued from February 16, 2018)

Wade recalled that the Committee had identified some additional goals for helping to inform the discussion and recommendations for non-commercial use, including some discussion about economic contribution. Robertson agreed and said that the recommendations should include a statement regarding the importance of the Park to the local economy, while balancing all other uses and benefits. Koprek said that it needed to relate back to the mission of the Park. The Committee agreed.

Wade said that the Committee had previously recommended that the rules and regulations pertaining to commercial and non-commercial groups be standardized. In addition to this, he suggested that an allocation of days be given to non-commercial groups, as determined by a capacity study. Robertson agreed, and added that it needed to be based and managed on a sliding allocation, as conditions allowed.

Nergui said that the Committee needed to develop creative ways to encourage users to use the Park on weekdays to prevent overcrowding on weekends. Rushing agreed. Wade said that creating an avenue to distribute use would be helpful. Sickles said that United States Forest Service (USFS) had recently proposed reservation and management strategies regarding the administration of the Hanging Lakes area, which had seen exponential demand for use. She agreed that a long-range planning effort should include a capacity study.

Wade read from the 2001 concessionaire agreement. He said that the operating plan specifically held a provision offering preference to guide services that hosted clients during the week days in order to control overcrowding on weekends and holiday weekends. Wade said there was never any system to implement the provision, simply a base allocation of service days that guide services used as they wished. He said that limiting use by allocating a lesser percentage of user days on the weekend was a real solution. Dan Chehayl, OIPI Executive Director, said that it was the OIPI's intention to begin regulation on non-commercial use during the weekends. He explained the idea that OIPI would open up a set number of non-commercial group registration spaces on a shared calendar; the spaces allowed on a weekend would be much fewer than weekdays. Chehayl added that the allocation of user days should be determined by the Park's conditions. He said that if 25% of the Park was open, only 25% of user days should be allowed. Batchelder said that the proposal would be very impactful to guides and businesses.

Wade said that incentives needed to be given in order to direct business to weekdays. He proposed that a greater amount of use be allocated during the week in exchange for limiting weekend use.

Nate Disser, San Juan Mountain Guides, explained that his business had implemented a calendar which tracked real-time use data from the commercial services that volunteered to report. He said that he performed an analysis of mid-week versus weekend use and the current season was weighted towards mid-week use by 68%. He added that the guiding services had adapted to the crowding during weekends, but was amenable to more substantive discussions. He thought there was potential to Wade's statement regarding incentivizing groups to come during weekdays.

Wade thought that Chehayl's statement regarding allocating user days according to the Park's conditions was understandable, but the majority of the non-commercial groups took registration for the programs in the summer and fall and there was no way to predict the conditions. Chehayl said that worst instances of overcrowding occurred when there was limited terrain and an influx of commercial, non-commercial and recreational users. He said that it was difficult to have to explain to recreational users that no terrain was available due to non-commercial and commercial users.

Glanc said that if the Park was not open to capacity, she would prefer to limit non-commercial groups first. Koprek cautioned against making a judgement on who was going to be limited.

Batchelder suggested that the recommendation of economic benefit be broad to include all user groups. The Committee agreed. Koprek said that economic benefit would result from excellence in all areas by the operating entity.

Nergui said that user benefit should be given greater credence than economic benefit. She said that the week between Christmas and New Year's was typically a busy weekend for the Park and surrounding ski areas. She did not think that the local business community would appreciate if use was limited that time of year.

Glanc said that the Committee kept returning to the topic of capacity. She thought that a sign-up process would limit use and potentially push out users and groups.

Keith Garvey, Peak Mountain Guides, asked if there were established definitions for non-commercial or educational groups. He said that most of the guides with non-commercial groups were being compensated. Batchelder said that there were definitions for "instructed groups" and "non-commercial groups, clubs and organizations" as defined on the OIPI website, but agreed there needed to be some further definitions and distinctions.

Chad Peele, San Juan Mountain Guides, said that all of the groups were comprised of users that patronized local businesses. He said that most of the users fell into the commercial category because they desired professional guidance on the sport. He said that the guide services were filling a need for the service. Peele said that he did not want to limit the experience of users.

Koprek said that the Committee was approaching the issue from the wrong position; he said that the Committee was attempting to find a regulatory solution to a problem they did not fully understand. He suggested that the Committee recommend that other agencies and organizations that had dealt with issues of overcrowding, varied use and other operational concerns be consulted. Nergui suggested that a pilot program where recommendations could be experimented be implemented. She said that certain areas could be designated as lead only areas.

[Pankow left the meeting].

Batchelder said that the issue would not be solved quickly or easily. He suggested that the Committee remain focused on "big picture" recommendations.

Glanc stated that the current definition of non-commercial did not match its use. She suggested that the definitions be restructured.

Grant Wilson suggested that local businesses be recruited to offer incentives to customers staying during the weekdays. Wolfe said that the majority of hotel owners were already offering discounts for weekday stays. She said that the hotel owners were responsible for increasing business in the shoulder seasons by offering deals.

b. Commercial Use – Concessionaire & SGS's

Wade explained that the current system used to oversee commercial guiding was a service day system. He said that guide services were allocated a certain number of service days. A service day was defined as one guide with up to four clients occupying no more than two routes at any given time. As a service day could constitute one guide with one client or up to four clients, there was no way to accurately measure the actual use of the Park or the impacts on the infrastructure. Wade suggested that the service day system be transitioned to a user day system. Wade continued to explain that, currently, there were 600 service days allocated to the guide services. If each day allowed up to four clients, it was effectively 2,400 user days, but it would allow each guide service to track individual client use of the facility. Wade said that when capacity and allocation was discussed, comparing user day use with recreational and non-commercial group use would be more equitable. Koprek said that the proposal could work, but he was concerned about the perception that the Park was already overcrowded on the weekends; he said that with the current service day model days went unused and that there was still a concern of overcrowding.

Batchelder asked if Wade was suggesting that the Concessionaire agreement be amended to help define use by transitioning from service days to user days. Wade said that he was; he said that the determination of the user days could be made to adhere to the capacity of the Park. He said that it had been well established that the commercial capacity be limited to 25% of the Park's total use. Wade said that a 2013-2014 season report estimated the Park had 13,000 visitors. He said that the number could be used to capture the number of user days appropriate for commercial, recreational and non-commercial use.

Koprek said that limiting commercial use to 25% worked well when use of the Park was being encouraged to increase; as the capacity of the Park was being approached, the overcrowding concerns were only exacerbated. He said that use and allocation needed to be consistent. The Committee agreed to Wade's suggestion that user days be explored.

Leo asked if the rates for weekend guide services were higher than weekday rates. Wade said the rates were consistent. Leo agreed that clients could be encouraged to visit during the weekdays by increasing rates on the weekends. He said that the majority of visitors would still visit during the weekend as that was when they had time off. Robertson agreed that it was when the majority of the recreational users visited the Park.

Chehayl said that the OIPI registration form distinguished between non-commercial or instructed non-commercial groups. Batchelder asked if the current system worked for OIPI. Chehayl said that it could always be improved, but it worked well; he added that 98% of the non-commercial groups had a paid guide. Koprek said that there was no way to determine if the current system was working or not.

Disser agreed with Chehayl that the majority of the non-commercial groups had paid instructors. He said that the majority of the users of the groups did not read, understand or flagrantly disobeyed the rules and regulations pertaining to their groups. Disser was hopeful that the OIPI Ambassador Program would help alleviate some of the pressure put on commercial guides to encourage non-commercial groups to conform to the rules. He said that when non-commercial groups with quasi-guides disobeyed rules it created a visible impact to all other users.

Disser said that figuring out how to get non-commercial users to follow the rules was crucial to the success of the Park.

Chehayl agreed that the non-commercial groups had gone unregulated. Chehayl said that since the implementation of the Ambassador program, rule compliance for all groups had increased. He said that things were improving.

Robertson referred back to Wade's suggestion to change from service days to user days. He said that Disser had implemented a database for tracking commercial use during the 2017-2018 season, in addition to OIPI's registration of non-commercial groups. He thought that a short term data collection effort could be completed in order to gain a quantitative understanding of the use of the Park. Chehayl added that the Ambassador was also collecting data.

Disser said that the guiding calendar was voluntary and that not all guiding services were participating. It was his intention to make participation in the data reporting calendar compulsory for the next season. Disser pointed out that the guiding community had adapted to the changing circumstances at the Park by encouraging use midweek.

Batchelder said that the information would be important when the Concessionaire agreement came up for renewal in 2019. He said that a group of stakeholders could be convened to look at the data to come up with suggestions for dispersing use at that time.

Disser said that the missing piece of data was from recreational users. Andrew Humphries, OIPI Ambassador, said that the Park only had funds for the provision of an Ambassador on Saturdays and Sundays, with the hope of increasing hours in future seasons. He explained that counts were taken in the morning and afternoon, and that without a written registration form it would be difficult to count each user. Batchelder said that the Committee had previously agreed to make a recommendation for data collection and user registration.

Koprek said that during the transition phase and thorough the entire process, it was important to not make changes without sufficient data justifying the change. Wade agreed, and suggested that it be placed as a general recommendation. The Committee agreed.

Sandra Ripperger said that the guides knew when the busy times in the Park were. She said that it was difficult to estimate actual users; but that the guides could say what times were busier in the Park.

Nergui thought that an accurate count of users could be achieved by having someone counting cars in the parking areas. Rushing said that an Ice Park app should be developed to count users.

Koprek agreed with Ripperger; he said that the current season felt slower but that use had increased mid-week. Chehayl agreed and said that the Park's image had been affected by prior years of warmer temperatures and the 2016-2017 season water issues.

Larson said that the bottom line was that the capacity of the Park needed to be determined.

Disser said that overcrowding had been discussed prior to the South Park expansion. He said that he was aware of some discussions regarding expansion opportunities for the Park. He agreed with Larson that determining capacity was a crucial piece; but that there were areas where terrain could be expanded. He said that a long-term planning exercise would be helpful in identifying those areas and the steps to achieve it.

Wade suggested that the Committee also recommend that a half-day user day program be explored. He said that the program had previously existed and that it incentivized guides services by spending less time on routes while not jeopardizing the whole user day. The Committee agreed.

Robertson said that the Committee's ultimate recommendation should be that a long-term planning effort be undertaken and that capacity and current use be determined. He said that that based on that data, a group of stakeholders and experts be established to make further recommendations. The Committee agreed to include the overall recommendation in the executive summary report of the Committee's recommendations.

c. Recreational Users

Glanc suggested that the Park's hours or terrain be expanded in order to accommodate recreational users. She said that there was a feeling that the recreational users were limited in the terrain they could climb due to increased use by commercial and non-commercial groups. Robertson agreed. He said that as a recreational user, it was difficult to get a route unless he visited during off-times or during weekdays. He did not know if a reservation system was the answer to the issue, but supported the recommendation that additional lead-only areas be established. Robertson said that it would decrease camping on routes and free up additional areas for guided services.

Wolfe agreed with Robertson; she said that the current offering for lead-only areas was really only for expert climbers, and that it limited the use. Robertson agreed and suggested that intermediate lead-only areas be established.

Koprek suggested that some routes could be limited to single laps, in order to limit climbers camping out on routes.

Wade thought that the information needed to be drilled down; he said that according to the 2013-2014 study of use, 85% of the use in the Park was by recreational users.

Batchelder asked if there was a problem of overuse by recreational users. Koprek said that the issue was with the behaviors of all the groups and lack of adherence to the rules.

Patrick Ormond said that changing behaviors could be achieved through public outreach efforts. He thought the Ambassador program was a good first step, and partnerships with commercial and non-commercial groups could also encourage rule following; however, most recreational users did not make an effort to understand or adhere to the rules. He thought that increasing public outreach would help communicate the expectations of behavior in the Park.

Glanc asked what the definition of a large group of friends would be. She used the example of a bachelorette party with 12 climbers occupying multiple routes. She asked if they should be required to register with OIPI. Wolfe thought that all users should be required to register.

Nergui asked about the original intent of the Kid's Wall. Koprek said that the promotional materials had originally established it as a place where kids could learn to climb, but there was no way to enforce that expectation in a dynamic environment.

The Committee agreed to discuss risk management and finalize their recommendations at the March 6th meeting.

Koprek said that he would not be able to attend the March 6th meeting, but wanted to make a general comment about risk management. He said that there was a cultural issue present that needed to be addressed, and that it was a complex subject. Koprek said that the discussion needed to go beyond the Ice Park and those realities, like serious injuries to Ice Park staff, needed to be discussed in a supportive, non-punitive manner and process.

7:57 Meeting adjourned.

Submitted by:


Hannah Hollenbeck

Approved on: MARCH 6, 2018

Ouray Ice Park Sustainability Committee
March 6, 2018 6:00PM, Ouray County Courthouse

Those present for the session were: Committee members Dolgio Nergui; Betty Wolfe; Sam Rushing; Kevin Koprek; Matt Wade; Bill Leo; Logan Tyler; Steve Berwanger and Heidi Pankow; Facilitator Don Batchelder; Councilmember Dawn Glanc; Mayor Pam Larson; and Hannah Hollenbeck, Scribe. Kevin Koprek and Frank Robertson were not present.

6:02PM Call to Order

A. Additions / Deletions to the Agenda:

No comments.

B. Additions / Corrections to February 21, 2018 Minutes:

Dan Chehayl, OIPI Executive Director, wished to amend his statement during the February 21, 2018 meeting regarding allocating user days according to the Park's conditions. He said that after additional thought, it made more sense to him to scale the allocation according to the amount of the Park open.

C. Ice Festival:

The Committee agreed that the Ice Festival worked well. Wolfe agreed, but said that it could be better. Glanc asked Wolfe to expand on her comments. Wolfe said that she interacted with many older Ice Festival attendees and that they thought it was declining. She said that the visitors felt the demographics were changing to reflect a younger group that was coming to Ice Festival to party.

Batchelder suggested that the Committee recommend that the user experience of the Ice Festival continued to be tracked and assessed in order to make adjustments if needed. The Committee agreed.

Berwanger appreciated Wolfe's comments, but said that the user base of the Park was always expanding and changing. He said that Ice Festival had been around for approximately 20 years and that it had seen its original users grow up, while a new generation of users was expanding.

Nate Disser, San Juan Mountain Guides, said that Ice Festival could be longer, or that the competitions could be on different days. He said that some additional thought was warranted. Berwanger agreed and used the example of a Michigan ice climbing festival located in a rural area. He said that the festival began on a Wednesday and ended on a Saturday. He said that the festival had become a significant driver for tourist activity in the area.

Glanc said that she thought Ice Festival was fantastic. She said that the speed competition was always well attended, but that by the time the awards ceremony occurred, many of the booths were packing up their tents, or had already departed. She suggested that the speed competition be moved to Friday and have the awards ceremony during the evening events.

Tyler agreed that the conversation and the suggestions were productive, but reminded the group that Ice Festival was OIPI's largest fundraiser. He said that the goal was to maximize user experience and profitability for OIPI. Tyler said that the attendee numbers had increased every year, and that the loss of some users was inevitable; however, the Festival aimed to stay attractive to the multigenerational scene. Tyler said that he had noticed a decline in local attendance. He said that OIPI endeavored to incorporate activities like the Kid's Climbing Wall to encourage the attendance of local families. He said that without the Festival, there would be no OIPI.

Chehayl agreed with Tyler's comments. He asked Glanc if the current schedule affected her ability to perform as a competitor. Glanc said that it was a difficult question to answer. She said that it was possible that changes to the competition schedule could increase the athlete's experience. Rushing asked if the competitions were more spread out, perhaps even expanding into the weekdays. Glanc reiterated that it was a difficult question to answer, but that it could be looked into. Berwanger advocated for a return to the style of competitions used in the early years.

Glanc said that she was hesitant to increase the number of competitions. She said that the current line-up required many volunteer hours and she was wary of increasing the burden. Nergui said that the speed competition was very popular with spectators.

Nergui said that she wanted to see an open call for vendors and suppliers in a manner that made the community feel included.

Batchelder suggested that Committee consider recommending that OIPI consider hosting an annual meeting or survey asking for input from local stakeholders regarding the Ice Festival. The Committee agreed.

D. Risk Management:

Batchelder said that he was going to step outside his role as a facilitator and suggest that the Committee consider making a recommendation that the City form a committee of experts, including OSHA, climbing certification organizations like AMGA, attorneys, and the City's insurance company to develop best practices that protected users, workers, and the City in a manner that maximized safety while minimizing cost.

Tyler agreed with Batchelder's suggestion. He said that it was not feasible to expect OIPI to become OSHA compliant as there were no adopted regulations or standards for Ice Farming. Batchelder agreed, but said that some of the regulations could be adapted to fit. Berwanger said that there were two different sets of standards that could apply, he said that OSHA would govern a City employee working in the Ice Park and that it required logs and other recorded safety methods; the other standard was AMGA regulations that pertained to guiding services. Batchelder agreed and said that he was suggesting that the applicable doctrines and standards be incorporated.

Chehayl said that the Park's operating entity should convene the committee. He said that the City could be included in the committee, but that it made more sense from an operational standpoint for the operating entity to convene the committee. Larson said that regardless of who convened the committee, it was paramount for the City and the operating entity to work cooperatively. Chehayl agreed.

Nergui said that the City had an obligation to safeguard its citizens and its coffers.

Glanc said that without safety logs or records there was no way to show compliance to regulations. She said that in order to minimize liabilities to both OIPI and the City, it was necessary to implement proper recording. She said that adhering to recording or log requirements should be a recommendation. The Committee agreed. Berwanger agreed, and added that it would be in the best interest of the operating entity to require all employees to sign off on a safety plan. Tyler agreed. He said that safety meetings and plans could easily be implemented into the current operation. Tyler said that the requirements should also be realistic to the job. He said the Ice Farmers recognized that the job was inherently dangerous and that the way those risks were minimized were through thoughtful actions and mindful practices. He said that, ultimately, the City contracted with OIPI to complete a job and that the risks that went with the job were the responsibility of OIPI. Glanc agreed. She said that it was important that the operating entity and the City's insurance provider could audit the logs. She said that the review ensured continued compliance to best practices. Larson agreed with Glanc; she said that the records and data would allow a trackable reporting system. Wade added that a third party risk management consultant should be included on the committee. The Committee agreed to the recommendation.

Tyler agreed to the recommendation, but questioned why AMGA was included. He said that AMGA had little to no pertinence to Ice Farming. Batchelder explained that it was an organization that included climbing practices in a professional setting. He said that the ideas behind the standards could be incorporated. Rushing agreed, and added that the Farmer's attended an annual training from Rigging for Rescue and that it should be included as well. The Committee agreed.

Berwanger said that pertinent industry standards for a variety of rope-centric or climbing standards be adopted and followed. The Committee agreed.

Wade agreed with Tyler's questioning of AMGA, but thought was relevant, particularly when it came to guiding. He agreed that Ice Farming was a unique occupation. Disser said that many guide services had adopted personal protective equipment (PPE) regulations. He suggested that similar regulations be used. Tyler understood the recommendations, but said that the regulations needed to be realistic. Berwanger understood Tyler's comments; however, he said that individuals with dangerous jobs accepted the inherit risk, but if the employee was harmed, it would ultimately be the employer's liability.

1. Safety:

a. OSHA / other enforcement entities standards:

b. Helping people have a safer experience:

In order to increase the safety of recreational users in the Park, Glanc suggested that basic first aid kits at strategic locations, along with signs detailing what to do in case of emergency, be considered. She said that she often had to use her first aid kit to treat minor to moderate injuries for underprepared users. Tyler thought that the suggestion was constructive. He said that the Ice Farmers had a protocol for emergencies and that it was mainly to allow Mountain Rescue to perform their jobs. He said that first aid kits would likely be ransacked by users, but that it was a valuable suggestion. Berwanger agreed with Glanc that mild to moderate injuries could be addressed by strategically placed first aid kits. Wade said that Glanc's point regarding signage detailing what to do in case of an emergency would be very helpful. He said that it could also be an additional opportunity to inform users that ice climbing was inherently dangerous and that it required personal accountability. The Committee agreed to the recommendation.

The Committee discussed the value of requiring the Ice Farmers to be certified in basic first aid and CPR. The Committee agreed that it could be useful, but that it was not appropriate to include in the recommendations.

2. Rangers:

a. Regulation Enforcement:

The Committee agreed that the topic had already been addressed during the ambassador discussion.

b. Technical Advisory Committee

Chehayl explained that he had convened the Technical Advisory Committee when he first took over operations of the Park. He said that he had gained a personal relationship with each of the members and felt comfortable communicating to each of the members without needing to reconvene the committee. Wolfe asked if it would be beneficial to have the ability to convene the group, in the case that Chehayl was not available. The Committee agreed that the committee could be reconvened if needed. In addition, the Committee agreed to recommend that the City also maintain a network of pertinent people or organizations for continuity of communication.

E. Finalization of Recommendations:

The Committee discussed and made changes and clarifications to the executive summary and recommendations documents.

8:47PM Meeting adjourned.

Submitted by:

/s/ _____
Hannah Hollenbeck

GRANT AGREEMENT

47-5-12-12-12
DATE: 3/13/12

PROJECT:

Project Title: Ouray Ice Park Land Purchase
Contract Number: 12033
Completion Date: December 13, 2013

PARTIES TO AGREEMENT:

Board: The State Board of the Great Outdoors Colorado Trust Fund
Grantee: City of Ouray

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein.

D. The Board approved Grantee's Project Application on December 13, 2011, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Representations and Warranties of Grantee.**
 - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
 - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as Exhibit A.
3. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$193,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application approved by the Board.
4. **Project Scope.** Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
5. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
6. **Completion Date.** Grantee shall complete the Project no later than December 13, 2013 (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, a summary of which is attached as Exhibit C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.
7. **Matching Funds.** Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its reasonable discretion.
8. **Disbursement of Funds.** Prior to closing, GOCO will conduct a review of the due diligence documents associated with any land acquisition component of the Project, as described in GOCO's "Due Diligence Requirements Supplement for Local Park and Outdoor Recreation Land Acquisitions" (the "Due Diligence Requirements Supplement"), available at www.goco.org

or by contacting GOCO. GOCO reserves the right, in its sole discretion, to review other documents related to the transaction, even if not specifically mentioned in the Due Diligence Requirements Supplement. Once GOCO has approved all of the due diligence for a land acquisition component, GOCO will make payment by wiring funds to closing.

9. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for the purchase price of any interest in real property described in the Project Application, which may not exceed the fair market value as established by appraisal, and for costs associated with the Project, including expenses for a title policy (including endorsements and other title company charges); an appraisal; contract or “outside” attorneys’ fees; an environmental hazards assessment; development of a management plan; a survey, if needed; a geologist’s letter, if needed.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.).

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. “Material modifications” may include, but are not necessarily limited to, acquisition of a different property than that presented in the Project Application, a reduction in acres acquired, a reduction in the total cost of the Project, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. **Waiver.** The Executive Director or the Executive Director’s designee may in such person’s discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. **Payment of Grant Subject to Sufficient Net Lottery Proceeds.** Payment of the Grant is subject to GOCO’s determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. **Property and Project Operation and Maintenance.**

a. Grantee shall continue ownership of the property acquired with the Grant (the “Property”) and manage the Property for the purposes specified in the Project Application indefinitely.

b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 21, below.

c. GOCO shall not be liable for any cost of maintenance, management or operation of the Project or the Property.

d. Within 60 days of a reasonable request by the Board, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. **Compliance with Regulatory Requirements and Federal and State Mandates.** Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements. To the extent permitted by law, Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

15. **Nondiscrimination.** During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

16. **Publicity and Project Information.**

a. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. GOCO will provide such signs at no cost to Grantee. Alternatively, GOCO will provide reproducible samples of its logo to Grantee for custom signs.

i. GOCO shall approve in advance the design of any permanent sign materially varying from the signs provided by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards. Plans shall be submitted to the Board for review and approval prior to completion of the Project.

ii. The Board may withhold payment pending evidence of placement of permanent signage.

b. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.

c. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project.

d. Grantee shall give the Board the right and opportunity to use information gained from the Project.

e. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, or other events.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials.

g. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

17. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or

property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

18. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. **Inspection.** Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the due diligence documentation, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO's review of the due diligence are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. Grantee disposes of the Property, or title to or encumbrances against the Property are or become such that the Property is or becomes unavailable for public use;
- h. sufficient net lottery proceeds are not available to fund the Grant.

21. **Breach.**

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the 27th day of May 2017.

STATE BOARD OF THE GREAT

OUTDOORS COLORADO TRUST FUND

By: _____

Lise Aangeenbrug
Executive Director

GRANTEE:

City of Ouray

By: _____

Name: _____

Title: _____

EXHIBIT A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OURAY, COLORADO (RESOLUTION NO. 3, 2012)

A Resolution of the City of Ouray supporting the agreement with The State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the City of Ouray supports the purchase of land for the Ouray Ice Park, Inc. from the Forest Service, a division of the U.S. Department of Agriculture;

WHEREAS, the City of Ouray has received a grant from Great Outdoors Colorado to fund in part the purchase of land for the Ouray Ice Park, Inc. from the Forest Service, a division of the U.S. Department of Agriculture, subject to the execution of a grant agreement;

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

SECTION 1: That Robert E. Risch, Mayor of the City of Ouray, is authorized to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: That the expenditure of funds is authorized as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: That this resolution is to be in full force and effect from and after its passage and approval.

ADOPTED this 6th day of February, 2012, by the Ouray City Council.

CITY OF OURAY, COLORADO

By 
Robert E. Risch, Mayor

ATTEST:


Kathy Elmont, City Clerk

EXHIBIT B

City of Ouray Ice Park Land Acquisition Proposed Budget PROJECT COST

	GOCO	City of Ouray	USFS	Total
Cash				
Land Acquisition	193,000	84,000	0	277,000
Environmental Assessment		4,000		4,000
In-Kind				
Appraisal		8,750		8,750
Environmental Assessment		0		0
Geologist's Remoteness Letter		0		0
Legal Services		1,155		1,155
Mapping/Survey		600		600
TOTALS	193,000	98,505		291,505

PROJECT VALUE

Total Uses of Funds				291,505
<i>Project Value</i>				291,505

CALCULATION OF MATCH REQUIREMENTS

Item	Explanation	Requirement	Actual	Meets Requirement?
Minimum Match	25%/Total Costs	\$71, 876	\$98,505	Yes
Minimum Cash Match	12.5%/Total Costs	\$35,938	\$88,000s	Yes

CALCULATION OF GOCO %

GOCO % of Total Costs	66%
GOCO % of Project Value	66%



Summary of Great Outdoors Colorado Overdue Grants Policy
See www.goco.org or call 303-226-4500
for a complete copy of the Overdue Grants Policy

Grant is current and the original due date is applicable.

GOCO Staff ("Staff") will send a letter to the Grantee within 60 days of the project's anticipated due date to remind Grantee that the final report will soon be due. This letter will also remind the Grantee of GOCO's policy for project modifications and project extensions.

Failure to complete the project by the original due date, or by any extended due dates authorized by GOCO as discussed below, may result in the de-authorization of the grant by the GOCO Board ("Board"). Also, failure to complete the project by the applicable due date may result in the applicant being suspended from applying in pending or future grant cycles.

Grant is current and the original due date is applicable, but the grantee needs to request an extension.

If the Grantee needs to extend the original due date of the current project, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director of GOCO ("Executive Director") that outlines the specific need for the extension, known as a *Request for a Staff Extension*. Staff extensions do not exceed 90 days. GOCO Staff have the discretion to grant one 90-day extension if the request is deemed reasonable and warranted. Staff will notify the Grantee in writing of the decision to grant or deny the request for a staff extension.

Failure to submit the *Request for a Staff Extension* to the Executive Director 30 days prior to the original due date may result in the de-authorization of the grant by the Board. If the Grantee needs an extension of more than 90 days, the Grantee shall forgo the staff extension and apply for a Board extension as discussed below.

Grant is current and the Grantee has already received a staff extension and desires further extension by the Board, OR the Grantee elects to forgo the staff extension in favor of seeking a Board extension.

If the Grantee needs an extension in addition to the staff extension, or has elected to forgo the staff extension, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director that outlines the specific need for the extension, known as a *Request for a Board Extension*. The Grantee's *Request for a Board Extension* will be considered by the Board at its next scheduled meeting. The Board has the sole discretion to grant or deny the requested extension. The grant will not be considered overdue while the request for extension is pending.

Failure to submit the *Request for a Board Extension* to the Executive Director 30 days prior to the original due date or staff extended due date may result in the de-authorization of the grant by the Board.

Grant is overdue; the original due date or extended due date has passed.

If the Grantee has not fulfilled the requirements of the GOCO grant award, and has not completed the project by the original due date set forth in the Grant Agreement or by any extended date(s) as approved by GOCO, staff will send a *De-authorization Warning* letter to the Grantee no later than 60 days after the applicable due date has passed.

The *De-authorization Warning* letter will state that the grant shall be presented to the Board for de-authorization or other appropriate action at the next scheduled Board meeting. The Grantee must respond to the *De-authorization Warning* letter at least 14 days prior to that Board meeting. The Board has the sole discretion to de-authorize the grant, extend the due date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award. Staff will notify the Grantee in writing of the Board's decision. If an extension is not granted, a written *Notice of De-authorization* will be sent to the Grantee.

Failure to respond to the *De-authorization Warning* letter will result in an automatic de-authorization of the grant and will result in the applicant being suspended from applying in pending or future grant cycles.

Please contact Jackie Lecce or Jake Houston at 303.226.4500 with any questions regarding GOCO's overdue grants policy.

**SECTION 00941
CHANGE ORDER**

No. 1

Date of Issuance: Feb 28, 2022 Effective Date: _____

Project: Box Canyon Hot Water Pipeline Stabilization	Owner: City of Ouray	Owner's Contract No.:
Contract: Box Canyon Hot Water Pipeline Stabilization		Date of Contract:
Contractor: Williams Construction		Engineer's Project No.: 2020-281.001

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Replace and realign ~350-ft of existing PVC hot water pipe with factory insulated HDPE. Change Order shall include a reinforced crossing of Oak Creek and replacement of existing concrete heat exchange vault for the Nixon residence.

Attachments (list documents supporting change):

Change Order 1 bid schedule, measurement and payment spec section and drawings Box Canyon Hot Water Pipeline

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>412,114.23</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>12.03.2021</u> Ready for final payment (days or date): <u>NA</u>
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): <u>None</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>412,114.23</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>12.03.2021</u> Ready for final payment (days or date): <u>NA</u>
[Increase] [Decrease] of this Change Order: \$ <u>142,493.95</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>05.20.2022</u> Ready for final payment (days or date): <u>06.03.2022</u>
Contract Price incorporating this Change Order: \$ <u>554,608.18</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>05.20.2022</u> Ready for final payment (days or date): <u>06.03.2022</u>

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____
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Box Canyon Hot Water Line Stabilization - Bid Schedule City of Ouray

22-Jan-22

Estimated					
Item #	Quantity	Unit	Description	Unit Price	Total Price
1	1	L.S.	Mobilization and Demobilization	\$17,051.28	\$ 17,051.28
2	1	L.S.	Existing Hot Water Flow Control	\$ 9,978.78	\$ 9,978.78
3	295	L.F.	6" Insulated HDPE Pipe	\$ 181.07	\$ 53,415.65
4	2	E.A.	Connections to Existing Pipe	\$ 2,209.46	\$ 4,418.92
5	10	Tons	1" Minus Structural Fill (CDOT Class 5)	\$ 106.48	\$ 1,064.80
6	2	E.A.	4" Gravity Service (Nixon Intake and Return)	\$ 3,061.63	\$ 6,123.26
7	1	E.A.	2" Gravity Service (Howell Residence)	\$ 4,019.69	\$ 4,019.69
8	1	L.S.	Remove and Replace Beam Pipe Support Structure (Bridge Crossing)	\$13,504.14	\$ 13,504.14
9	1	E.A.	Remove and Replace Concrete Vault (Heat Exchange)	\$ 9,501.43	\$ 9,501.43
10	200	SY	3" Hot Mix Asphalt Driveway (remove and replace)	\$ 92.08	\$ 18,416.00
11	1	L.S.	Minor Contract Revisions	\$5,000.00	\$ 5,000.00
<p>Exclusions/Notes:</p> <p>1. Bid Item #9: Excludes any coatings and interior plumbing within the vault. Plumbing shall be responsibility of homeowner.</p> <p>2. We are awaiting a few other quotes for bid item #10 (HMA Asphalt Driveway). Some value engineering options may provide a decrease in cost here.</p>					
Total :					\$ 142,493.95

Box Canyon Hot Water Line Stabilization - Engineers Opinion of Cost City of Ouray

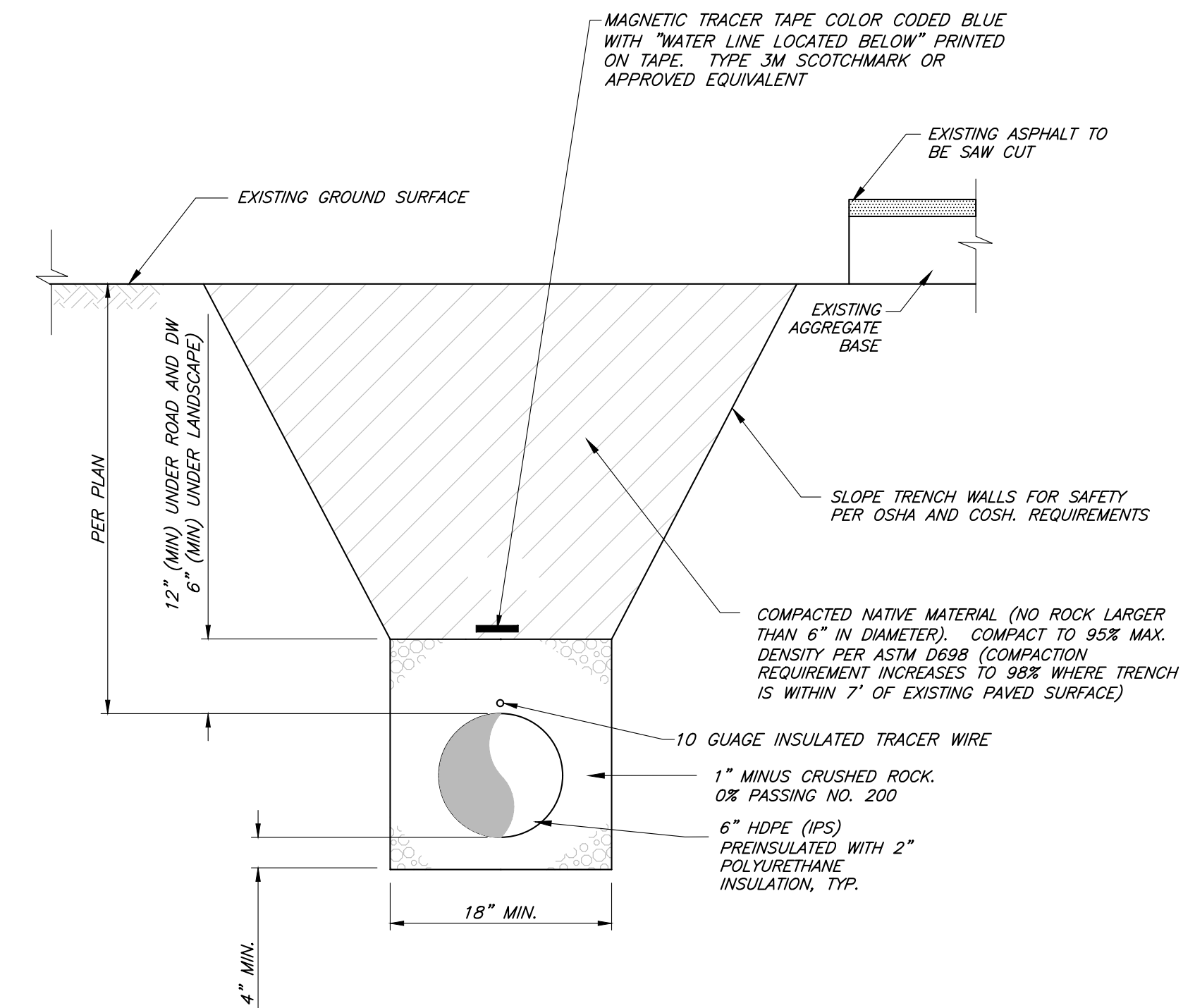
2-Feb-22

Estimated					
Item #	Quantity	Unit	Description	Unit Price	Total Price
1	1	L.S.	Mobilization and Demobilization (12% cost items)	\$14,121.00	\$14,121.00
2	1	L.S.	Existing Hot Water Flow Control	\$5,000.00	\$5,000.00
3	295	L.F.	6" Insulated HDPE Pipe	\$175.00	\$51,625.00
4	2	E.A.	Connections to Existing Pipe	\$2,500.00	\$5,000.00
5	10	Tons	1" Minus Structural Fill (CDOT Class 5)	\$45.00	\$450.00
6	2	E.A.	4" Gravity Service (Nixon Intake and Return)	\$1,200.00	\$2,400.00
7	1	E.A.	2" Gravity Service (Howell Residence)	\$1,200.00	\$1,200.00
8	1	L.S.	Remove and Replace Beam Pipe Support Structure (Bridge Crossing)	\$25,000.00	\$25,000.00
9	1	E.A.	Remove and Replace Concrete Vault (Heat Exchange)	\$15,000.00	\$15,000.00
10	200	SY	3" Hot Mix Asphalt Driveway (remove and replace)	\$35.00	\$7,000.00
11	1	L.S.	Minor Contract Revisions	\$5,000.00	\$5,000.00
				Total :	\$131,796.00

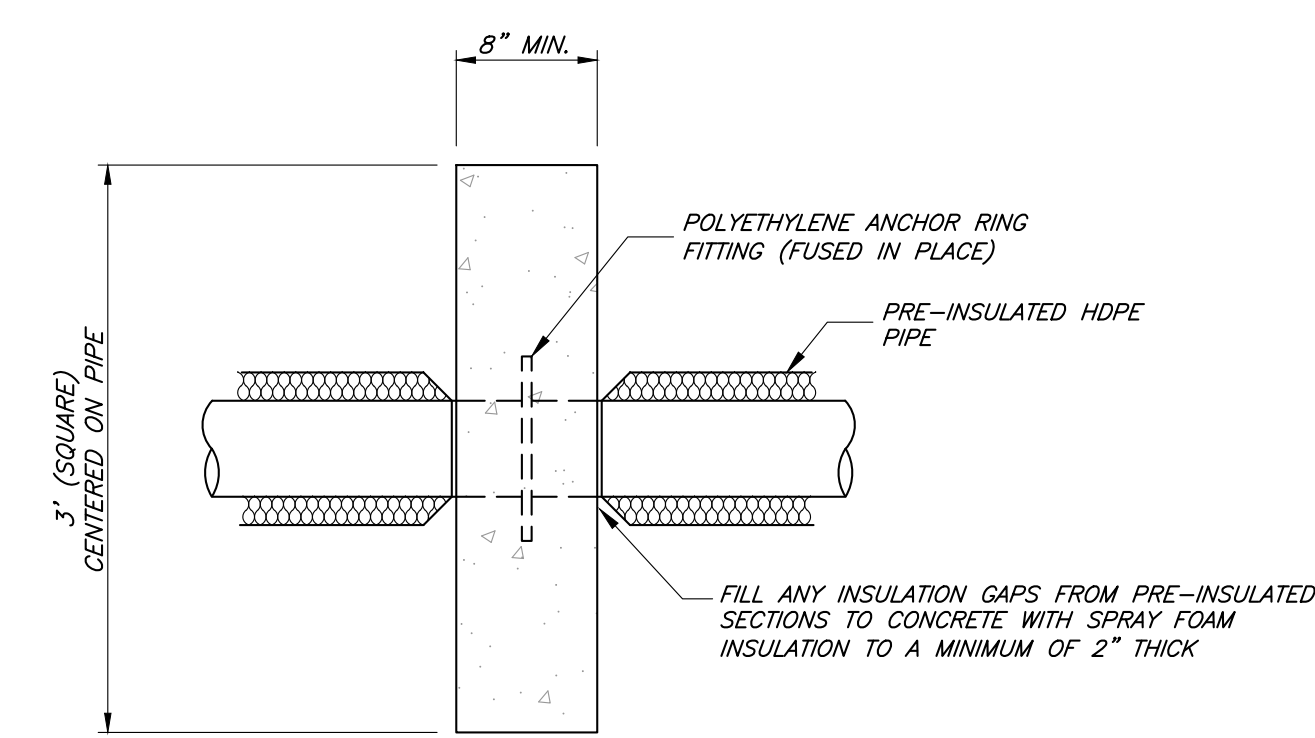
Revision	Date	By
7		
Job No. 2018-388-001		
Drawn by: JS/FB		
Date: 01.31.2022		
QC: JB PE: JB		
File: BCHW-Admin		

Title: **Details**

Dwg No. **6**
 Of: 6

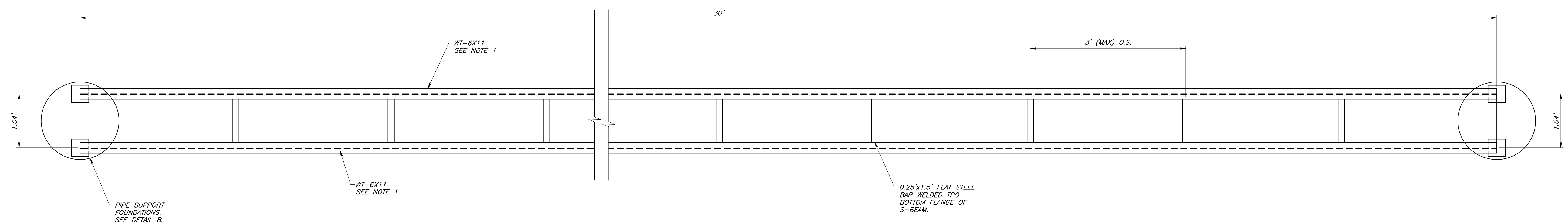
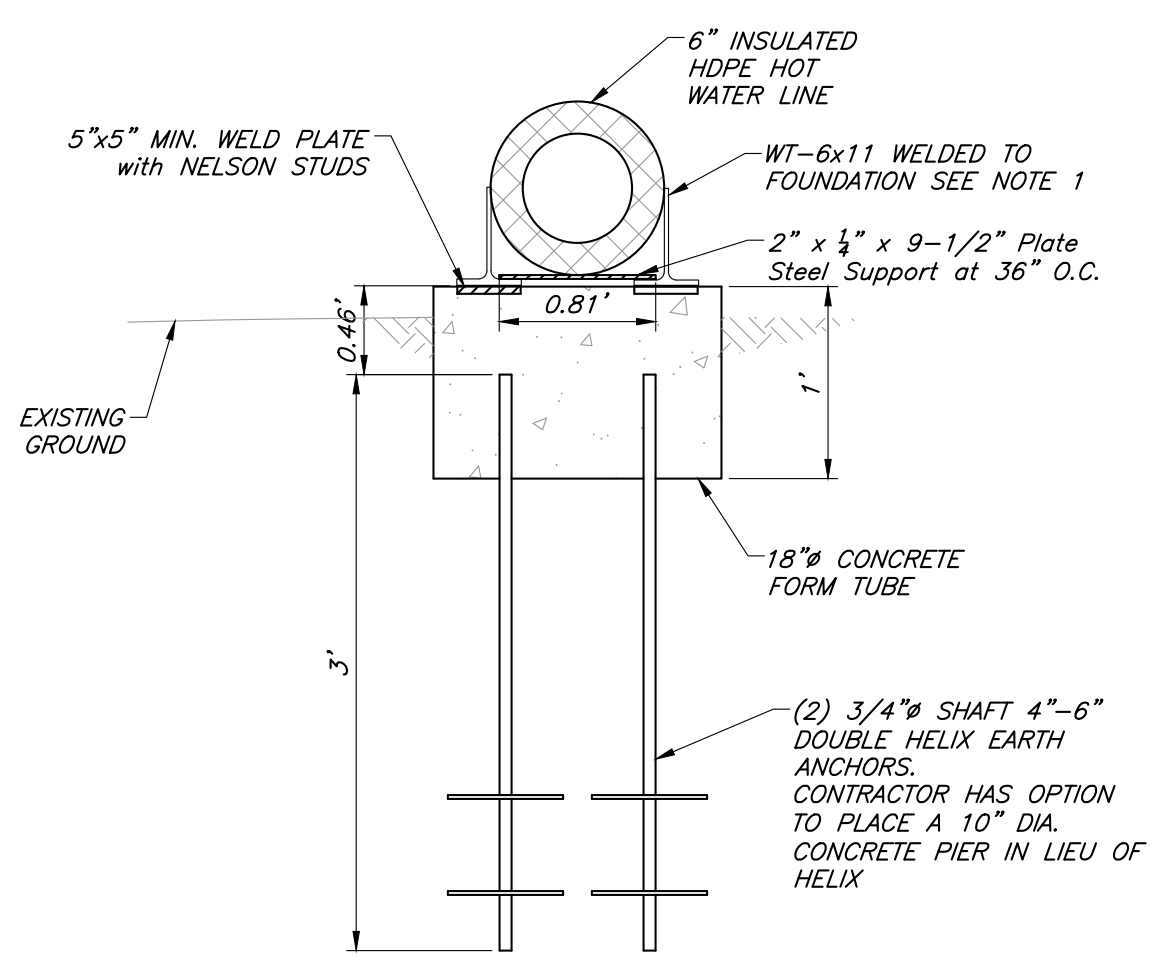


- NOTES:
1. PAVEMENT PLACEMENT SHALL MEET EXISTING THICKNESS.
 2. BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS.
 3. TOPSOIL PLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH PLANTED SEED MIX PER CITY OFFICIAL DIRECTION.



- NOTES:
1. THRUST BLOCK TO BE LOCATED AT PIPING JOINTS.
 2. CONCRETE TO BE MIN. 2000 PSI WITH FIBER ADDITIVE.
 3. THRUST BLOCK TO MEET TECH. NOTE 814-TN (PERFORMANCE PIPE).

- NOTES:
1. CONTRACTOR HAS OPTION TO SALVAGE EXISTING RAILROAD RAILS AND REUSE IN LIEU OF WT-6X11



P:\2020\1020-281-Box Canyon Hot Water Pipeline\101-Design\101-Design\101-Design.dwg Plot: 1/30/2022 10:52 AM By: Janna Strubbe

Instrument No. 125808

Addie A. Sim

RECORDER

Duly recorded in Book 190, Page 596

This Deed, Made this 3rd day of October in the year of our Lord

one thousand nine hundred and seventy-eight between FRANCIS L. LONG and HELEN A. LONG of the County of Ouray and State of Colorado, of the first part, and CHARLES E. WILSON of the County of Mesa and State of Colorado, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of FIFTY THOUSAND AND NO/100 DOLLARS, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Ouray and State of Colorado, to-wit:

See attached Exhibit A for description.

State Documentary Fee Date JAN 25, 1979 \$ 5.00

Together With all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and To Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said parties of the first part, for them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the enclosing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, See attached Exhibit A for exceptions,

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Address of Grantee: 551 Walnut Avenue Grand Junction, Colorado 81501

Francis L. Long Seal Helen A. Long Seal



STATE OF COLORADO, County of Montrose } The foregoing instrument was acknowledged before me this 3rd day of October, 1978, by FRANCIS L. LONG and HELEN A. LONG. Witness my hand and official seal. My commission expires July 22, 1980.

Ginger D. Duncan NOTARY PUBLIC

*If acting in representative or official capacity, insert name and capacity.

EXHIBIT A

Land description and exceptions to deed dated May 25, 1978 between FRANCIS L. LONG and HELEN A. LONG of the first part and CHARLES E. WILSON and MARJORIE D. WILSON of the second part, describing property situate in the County of Ouray, State of Colorado:

Lots Two (2) to Nine (9), both inclusive, in Block Three (3), also described as Block "C", and a tract of land adjacent to said lots on the North described by metes and bounds as follows: Beginning at the Northeast corner of Lot Two (2) of said Block; thence North 3° 45' East Twenty-five (25) feet to the center of what was formerly Prince Street of Beaumont Subdivision; thence North 86° 15' West along the center line of what was formerly Prince Street Two Hundred (200) feet to the West end of what was formerly Prince Street; thence South 3° 45' West Twenty-five (25) feet to the Northwest corner of Lot Nine (9) of said Block; thence South 86° 15' East along the North line of said Block Two Hundred (200) feet to the place of beginning; all of the said block and tract being located in Beaumont Subdivision, City of Ouray, formerly Town of Ouray. An undivided one-fourth ($\frac{1}{4}$) interest in and to Tracts "F" and "G" in parcel No. 149 Whippoorwill Lode U. S. Lot Survey No. 141 in the City of Ouray formerly Town of Ouray, subject to and excepting however, the following:

- (1) An easement across the said Tract "G" or the Southern edge of said Lots which the party of the first part reserves the right to convey to the City of Ouray for its hot water line which now crosses some part of said premises, together with the right of ingress and egress to said City for maintenance purposes.
- (2) Such right as Clara Bloomfield or her grantees may have by prescription for a right-of-way for entrance to and exit from Tract "H" lying adjacent to and Westerly from Tract "G". The party of the first part neither admits or denys that the said Clara Bloomfield or her grantees have any right, title or interest in and to such easement.
- (3) Subject to that sewer line easement in Ouray Sanitation District described in the Right-of-Way Agreement recorded in Book 183, Page 92-93, Ouray County Records.
- (4) Subject to a visible domestic water line easement across the extreme southerly end of the above-described property for the use and benefit of the neighboring land to the west across Oak Creek, with a spigot for the use and benefit of the described property.
- (5) Any private or public foot traffic easement and right-of-way along that path known as Oak Creek Trail No. 5460 in the records of the U.S. Forest Service for Uncompahgre National Forest where the trail crosses the described property.
- (6) Inclusion in any governmental subdivision.
- (7) Two-thirds ($\frac{2}{3}$) of the 1978 Ouray County real property taxes, which second parties assume and agree to pay.

GEOHERMAL HEATING AGREEMENT

This Agreement is entered into between the City of Ouray, Colorado (City) and John F. and Nancy G. Nixon (Nixon).

For and in consideration of the mutual covenants stated herein, the parties agree as follows:

1. Nixon agrees to buy and the City agrees to sell heat on the conditions set out in this Agreement.
2. Nixon shall be allowed to install a heat exchanger in accordance with plans to be submitted to the City for review and approval prior to construction and place it in the concrete vault located on the Nixon property described on Exhibit A hereto in order to transfer heat from the City's geothermal water pipeline which crosses said Nixon property into an intermediary fluid piping system to deliver heat to the Nixon house. No modifications shall be made directly to the City pipe which would adversely affect flow in the line.
3. Nixon shall provide a BTU meter and other devices as appropriate to implement the terms of this Agreement including devices to control the flow of the intermediary fluid, and the temperature drop of the City water.
4. Nixon agrees to control the flow of the intermediary fluid to insure that none of the following limits are exceeded.
 - A. The temperature drop of the City water shall not exceed one half degree F.
 - B. Nixon shall not remove more than 0.423 percent of the heat flow in the City pipeline.
 - C. Nixon shall not draw more than 40,000 BTU's per hour into the intermediary fluid.
 - D. City may terminate this Agreement if Nixon fails to materially comply with these limits.
5. In consideration of the use of the heat Nixon shall pay the City the amount of \$0.34 per therm of heat used based upon BTU meter readings which the City shall make once per month. Nixon shall make payment to the City within fifteen days of the date of each monthly bill and upon failure to make such payment on time, such amount may be added to Nixon's City water bill and considered to be a delinquent charge to be collected in accordance with City Ordiances.
6. The term of this Agreement shall be for ten years provided however, the City shall have no obligation to continue to operate the City pipeline across the Nixon property or to maintain any particular flow or temperature of water in it.

This Agreement shall be extended for consecutive one year periods, until one party gives written notice of termination to the other party at least 30 days prior to the end of the then current period.

7. Nixon shall be responsible to maintain the heat exchanger, control devices and measuring devices and meters in good working order at Nixon's expense.
8. As further consideration for this Agreement, Nixon hereby agrees to convey to the City by special Warranty Deed, Nixon's one quarter interest in parcels F and G, City of Ouray, within thirty days of the effective date of this Agreement. City agrees to pay 1987 taxes, due in 1988.
9. Nixon shall have the right to terminate this Agreement at any time upon thirty days written notice to the City. Upon termination for any reason, Nixon shall remove the heat exchanger and appurtenances from the concrete vault and repair any damage to City pipeline or vault at Nixon's expense. If Nixon fails to do so, City shall have the right to do so and collect its costs from Nixon.
10. The City shall have the right to terminate this Agreement upon the breach of any of the terms herein by Nixon. Provided, however, Nixon shall get 60 days notice prior to termination.
11. Nixon may assign this Agreement only to subsequent owners of the Nixon property as described on Exhibit A. He shall give written notice of assignment and acceptance of assignment to the City.
12. Any notice required by this Agreement shall be deemed complete when mailed, certified mail, return receipt requested, with sufficient postage to the following addresses:

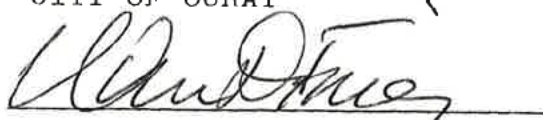
John F. and Nancy G. Nixon	City of Ouray
P. O. Box 305	P. O. Box 468
Ouray, CO 81427	Ouray, CO 81427

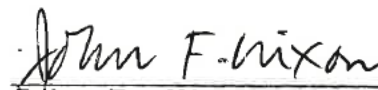
or notice may be delivered to the other party.

13. This Agreement is dated April 4th, 1988.

CITY OF OURAY

by




John F. Nixon


Nancy G. Nixon

EXHIBIT A

Legal Address: 302 Oak St., Ouray, Co.

Legal Description: Lots 2 thru 9 inclusive, Block 3, also
known as Block C, Beaumont Subdivision,
City of Ouray, Co.

March 2, 2021

via certified mail

John F. and Nancy G. Nixon
P.O. Box 305
Ouray, CO 81427

RE: Geothermal Heating Agreement, dated April 4, 1988 (Agreement)

Dear Mr. and Mrs. Nixon:

Pursuant to Paragraph 6 of the Agreement, the City is terminating this Agreement effective on April 4, 2021. As you are aware, the City is improving the Box Canyon geothermal line that crosses your property and does not want to renew this Agreement

Sincerely,



Carol A. Viner

cc: Client

320 6th Avenue
PO Box 468
Ouray, Colorado 81427



970.325.7211
Fax 970.325.7212
www.cityofouray.com

Memorandum

TO: Ouray City Councilors, City Administrator, and Community Development Coordinator

FROM: Matt Haldeman, Building Inspector

DATE: March 18, 2022

SUBJECT: Code Revision: Section 13-6 Sidewalk Construction, Maintenance and Civil Liability

This memorandum outlines some issues that I, the Building Inspector, have encountered during enforcement of the Ouray Municipal Code snow removal (see Exhibit B). After the “First Notice” letters were sent out on February 16, 2022, I began to receive questions on where the City stands on ice accumulation on property owners’ abutting sidewalks, and circumstances where snow is plowed onto sidewalks by City plow vehicles. To better enforce City policy and convey expectations, I recommend Council consider the following:

1. In the event of snow melt and freezing of melted snow on the abutting City sidewalk, it shall be the sole responsibility of the owner, tenant or party actually in possession of the property to mitigate (define mitigate as complete removal of snow/ice) any hazardous condition that may or has occurred by snow melting and freezing. Allow 24 hours (or establish a reasonable timeframe) for property owners to mitigate hazardous conditions of sidewalk once they have been formally acknowledged by Code Enforcement.

2. Where snow is moved by City plow vehicles, the City does not assume responsibility of the snow placement on any property owners’ sidewalk(s), nor shall the City assume responsibility of said snow melting and freezing on real property owners’ sidewalk(s) once moved by City plow vehicles.

3. In the event of a Winter Storm Warning, where 12 or more inches of snow has fallen (or establish a reasonable threshold), property owners shall be given no more than 48 hours (or an alternative reasonable timeframe) to remove all snow/ice that has accumulated on their sidewalk.

These amendments to our Municipal Code would allow the Community Development Department to effectively enforce the removal of snow and ice. What was stated is commonly practiced within the United States. City plow vehicles have historically plowed snow on to property owners’ driveways (at point of entrance), and sidewalk cross sections. The City should not assume responsibility of plowed snow placement, and what happens when snow melts and freezes on property owners’ sidewalks. This is not a unique circumstance within the City of Ouray and is not suggested to be treated as such but instead to clarify gray-areas within Section 13-6 (see Exhibit A) of the Ouray Municipal Code and fairly enforce these provisions.

Attachments

Exhibit A: Ouray Municipal Code Section 13-6
Exhibit B: City of Ouray’s Adopted Code Enforcement Policy

13-6 Sidewalk Construction, Maintenance and Civil Liability

- A. All City sidewalks on City property or easements shall be designed and constructed in accordance with standards and specifications approved by the City. All City sidewalks shall be located and sized in accordance with City requirements and standards. Any person constructing or replacing a City sidewalk shall obtain a permit from the City to do so pursuant to Section 13-3-F.
- B. The owner, tenant or party actually in possession of property abutting any City sidewalk shall be jointly and severally responsible to maintain, repair and replace the abutting sidewalk to keep it in good repair, safe condition and consistent with City standards and specifications for sidewalks. They shall also be jointly and severally responsible to remove all accumulations of snow and ice from and to correct any other dangerous conditions upon or with respect to City sidewalks abutting their property.
- C. The City may, as it deems necessary or appropriate, order the construction or repair to any sidewalk. In the event the owner of the abutting property fails or refuses to make such construction or repairs in accordance with City standards and specifications, the City may cause the appropriate construction or repair of the sidewalk to be done and assess the costs thereof against the abutting property and its owner.
- D. In the event the owner, occupant and party in possession of abutting property fail to remove snow and ice, or correct any dangerous conditions upon any abutting City sidewalk, the City may cause such snow and ice to be removed, or condition to be corrected and assess the costs thereof to the abutting property and its owner.
- E. The costs the City may recover for work caused to be done by the City under this Section shall include all costs of construction, replacement, maintenance, or repair, including costs attributable to the use of City equipment and personnel, any out-of-pocket costs the City incurs, reasonable attorney's fees incurred by the City related to the work or the collection of the assessment and any other costs of collecting assessments or amounts due. All such costs shall be a lien against the abutting property which may be foreclosed by the City in any lawful manner. Such costs may also be certified to the County for collection similar to the collection of taxes, or may be collected in any other lawful manner. Prior thereto, the City shall notify the owner of record of the property and allow a hearing with a City representative concerning any amount proposed to be certified to the County for collection.
- F. The failure to maintain and construct sidewalks in accordance with the requirements of this section is hereby declared to be a nuisance, which may be abated by the City in any lawful manner.

G. There is hereby created a right of action against the owners of property abutting City sidewalks on account of their failure to remove snow, ice, debris, or obstructions from abutting sidewalks, to maintain the abutting sidewalks in a safe condition, or to correct any dangerous condition of such abutting sidewalks. The owners of the abutting property shall be civilly liable for the violation of any provisions of this section to any one injured as a result thereby and shall be civilly liable to hold harmless, defend, and indemnify the City, its officers and employees on account of any claim made or adjudged against the City, its officers or employees on account of their failure to comply with the provisions of this Section.

H. It shall be unlawful to violate any of the provisions of this Section.

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



970.325.7211
Fax 970.325.7212
www.cityofouray.com

Code Enforcement Policy

Purpose:

Violations of the City of Ouray Municipal Code may be detrimental to public health, safety, and quality of life. The Community Development Department is responsible for overseeing compliance with Chapters 6, 7, 8, 13, Section 10-4-B, Section 10-2-Z, and Section 10-2-AA of the Code. This policy will guide the Community Development Department's enforcement of violations of the Code. The goal of the policy is to communicate with citizens in order to consistently address and assist with Code violations.

Process:

An observation made by a City Official or a concern expressed to the City will initiate investigation into whether a Code violation exists. Concerns expressed by the public should be submitted on a City Comment Form and the Community Development Department will notify the person who expressed a concern whether their concern is a Code violation within seven (7) days. If the Community Development Department concludes that a violation exists, the Department will apply the following process. In the event of a significant health, safety, or welfare concern, the Department may elect to omit one or more steps in this process.

STEP ONE: Notify property owner and tenant, if applicable.

The Community Development Department will notify the property owner and tenant, if applicable, of the violation. The goal of this step is to work with citizens to resolve a Code violation within a reasonable timeframe. Timeframes may vary depending on the nature of the violation. The Community Development Department will communicate all timeframes to the owner or tenant in writing via letter or email.

STEP TWO: Issue a Notice of Violation.

If the violation is not resolved within the timeframe set in step one, the Community Development Department may issue a Notice of Violation. The Notice of Violation will include a timeframe for resolution of the violation. This timeframe will typically be seven (7) days but may be shorter if deemed necessary by the Community Development Department. The goal of this step is to give the citizen final notice of the violation before a citation is issued.

STEP THREE: Issue a citation.

If the violation is not resolved within the timeframe set in step two, legal action may be pursued. If the violation is to be prosecuted as a criminal matter, the Community Development Department will work with the City of Ouray Police Department. The Police Department will issue a citation. The Community Development Department will supply the specific details necessary for the citation including photos. A citation issued by the Police Department will instruct the citizen in violation of the Code to appear in Municipal Court, and the Judge may issue a fine.

In the event that the City seeks civil enforcement for the violation, the Community Development Department will work with the City Attorney.

Future Work Sessions/Discussion Items

Fee Schedule

Workforce & Attainable Housing

Charter Modifications

(Non-Land Use) Code Revisions

Oak Street Capital Improvement Plan

Changing PARC Terms

Temporary Encroachment on Sidewalks (and liquor in public parks)

Excise Tax Use for Housing Programs (ie. Home Trust)

Main Street Program

Bachelor Switch Water Users' Agreement

Perimeter Trail Master Plan